

General Terms & Conditions of Purchase Order of Amphars Nanjing

南京安法斯通讯技术有限公司采购订单通用条款和条件

Any provision provided by addressee of this document ("Seller") in any acceptance, confirmation, or acknowledgement to this Purchase Order ("PO") that is contrary or in addition to this PO is null and void unless accepted by authorized person of Amphars Microelectronics (Nanjing) Co., Ltd. (hereinafter referred to as "Buyer") of this document in writing, and Seller shall perform all obligations under the PO issued by Buyer.

未经南京安法斯通讯技术有限公司（以下简称“买方”）授权人书面同意，卖方回签确认本订单时就本订单内容所做的任何增删、修订无效，且卖方仍应按照买方发出之订单履行所有义务。

In other respects, the Nokia General Conditions of Purchase (2.1/2001 or later version) shall apply unless otherwise agreed to between the Parties in the valid written Agreement.

在其他方面，除非双方当事人在有效的书面协议中另有约定，否则应适用诺基亚通用采购条款(2.1/2001 或更高版本)。

General Terms 通用条款

With regard to the sale and purchase of Products (as hereinafter defined), Seller and Buyer (collectively the "Parties") hereby agree as follows:

关于产品（如下文所定义）的销售和采购，卖方和买方（合称“当事人”）同意如下：

1. Product(s)

"Product(s)" shall mean any product, its spare part and component manufactured and/or provided by Seller to Buyer pursuant to this Purchase Order ("PO"), and/or any design, research, testing and other services agreed by both Parties under this PO.

1. 产品

“产品”应指卖方依据买方采购订单（PO）生产制造或提供的所有制成品、它的零部件及组成部分，和/或经双方当事人同意的此订单下的设计、研发、测试及其服务。

2. Price

Unless otherwise agreed upon in this PO or other written agreements by both Parties, price under this PO ("Price") shall include all tax, shipping cost and other production and sale cost. Unit Price under this PO shall be the most current one as agreed upon by both Parties before payment. Seller hereby warrants that the Price does not exceed those offered to other customers purchasing the same or similar products under the same or similar transaction conditions in the same quarter. If, at Buyer's discretion, the price for the same or similar products is lower, Buyer may thus proportionally deduct the payment for the Products and/or offset against any of Buyer's accounts payable to Seller (including but not limited to the payment for the Products.).

2. 价格

针对本订单，双方当事人除非另有书面协议外，本订单项下的价格（以下简称为“价格”）应包含所有税费、运费和其它生产及销售费用。本订单项下的单价应该是支付前双方当事人同意的最新价格。卖方在此保证，该价格不超过同一季度在相同或类似交易条件下购买相同或类似产品的其他客户所获得的价格。假如相同或类似产品的价格较低，则买方可以自行决定，买方可能据此按比例地扣减货款，和/或抵销买方对卖方的任何应付账款（包括但不限于该产品的货款）。

3. Payment

Unless otherwise stipulated herein, payment shall be made within 90 days from 1) Buyer's receipt of the appropriate invoice

from Seller, or 2) Buyer's final acceptance of the Products, whichever is later. Seller agrees that Buyer is entitled to cease performing the payment obligations to Seller (including but not limited to the payment obligation for the Products) without any liability if Buyer finds any defect in the Products before payment.

3. 付款

除本合同另有规定外，货款应在以下两种情况中 90 天内支付，以较迟者为准：

- 1) 买方收到卖方正确的发票之日，
- 2) 买方最终接受产品之日。

假如买方付款前发现有任何不合格品，卖方同意买方无任何责任终止履行给付义务（包括但不限于该产品的给付义务）。

4. Forecast

Buyer may periodically or from time to time issue the forecast to Seller, and Seller shall confirm such forecast in writing within two (2) working days from the receipt of such forecast. In case Seller is unable to satisfy any forecast, Seller shall state reasons and adjustment suggestions in writing and reply to Buyer. Seller shall prepare materials and production capacity according to the forecast. However, the forecast (whether confirmed or not) does not constitute Buyer's order or purchase obligation.

4. 预测

买方可能定期或不定期地提供预测给卖方，卖方应该在收到该预测的两个工作日内予以书面确认。假如卖方不能满足预测，应书面回复买方说明原因和调整建议。卖方应根据预测预备原材料和产能。但是，预测（无论确认与否）不构成买方的订单或采购义务。

5. Purchase Order Change

Both Parties agree that, Buyer may, from time to time before Seller's shipment of Products, cancels the shipment or changes: 1) the method of shipment or packing, 2) time and/or place of delivery, and/or 3) the quantity of Products specified under this PO, DN or other delivery request.

5. 采购订单变更

双方当事人同意：在卖方产品发货前，买方有时可能会取消发货或变更：

- 1) 发货或包装方式，
- 2) 交货时间或地点，和/或
- 3) 订单规定的产品数量，交货通知或其它交付需求。

6. Delivery and Package

Unless otherwise stipulated herein, Seller shall deliver Products in accordance with DDP (Incoterms 2000). Title to Products shall pass from Seller to Buyer upon Seller's delivery of the Products to Buyer. Seller shall deliver Products in strict accordance with this PO, DN and other delivery request provided by Buyer. In case that any shipment will or may likely be delayed, Seller shall immediately notify Buyer of the reasons for and the effect of such delay. Upon Buyer's request, Seller shall, at its expenses, undertake steps to cure such delay, including but not limited to adopting expedite shipping method like by air to deliver Products and providing necessary documents. If Seller fails to deliver Products in a timely manner, in addition to the remedies under applicable laws, Buyer is entitled to cancel the PO without any obligation and penalty at 0.5% of the total Price of the delayed Products per day, starting from Delivery Date as specified in this PO and ending on the Delivery Completion Date ("Delivery Completion Date" herein means the date when Products are accepted by Buyer). Buyer's acceptance of the delayed shipment shall not relieve Seller of its liabilities under this PO or applicable laws. Seller shall, at its expenses, label, package, handle, and preserve or dispose of Products in conformance with good commercial practice and Buyer's instructions, so as to make the Products and the transaction comply with laws and regulations and requirements of Buyer's customers, and hold Buyer and its customers harmless from any loss or damage.

6. 交付和包装

除非另有约定，卖方应该根据 DDP 条款 (Incoterms 2000) 交货 (完税后交货)。

在卖方向买方交付产品时，产品的所有权将从卖方转移到买方。

卖方应该严格按照买方提供的订单，交货单和其它交付要求交付产品。如果产品将或可能延期交付，卖方应该立即通知买方延误原因及该延误可能造成的影响。一旦收到买方的要求，卖方应该承担加速解决该延误的所有费用，包括但不限于采取快运方式 (如空运) 交付产品，并且提供必要的文件。假如卖方不能以一种及时的方式交货，除了适用法律规定的救济之外，买方有权无责取消或调整订单并且收取延误产品总价的每天 0.5% 的罚金，自订单规定的交期起至交付完成之日止 (“交付完成日”指买方接受该产品的日期)。

买方对延误产品的接受不能减轻卖方根据订单或适用法律的义务。卖方应根据良好商业惯例和买方的指令，承担诸如标签、包装、管理、和保存或处理掉该产品的所有费用，以便使该产品和业务符合法律法规及买方客户的要求，且让买方及其客户免受任何损失和代价。

7. Inspection and Acceptance

Seller shall inspect Products before delivery according to the specifications, quality standards and other standards required by Buyer. Upon Buyer's request, Seller shall provide to Buyer the outgoing inspection report and technical documents related to equipment, production process, quality control, reliability, safety and so on. Buyer may enter Seller's facility to inspect the production process and Products from time to time, and Seller shall provide Buyer with all necessary assistance. Buyer or the party designated by Buyer may inspect Products before or after delivery in accordance with specification, quality standards and other standards required by Buyer. However, whether Products are inspected or accepted by Buyer shall not relieve Seller of any of its warranties for Products. Seller shall bear any and all expenses arising from the inspection herein.

7. 检验和接受

卖方发货前应根据买方的技术参数、质量标准和其它标准要求对产品进行检验。根据买方的要求，卖方应向买方提供出厂检验报告和与设备、生产流程、质量控制、可靠性、安全性等等的技术资料。

买方可能不定期地进入卖方现场检查生产流程和产品，卖方应提供买方必要的协助。买方或买方指定的第三方可能根据买方的技术参数、质量标准和其它要求的标准发货前或发货后对产品进行检验。但是，无论产品被买方检验或接受与否，不能减轻卖方对该产品的质量保证条款。卖方须承担由此检验造成的任何和所有费用。

8. Warranties

Seller warrants that: 1) all Products shall conform strictly to Buyer's specifications, drawings or other requirements; 2) all Products shall be free of any lien, mortgage, pledge or encumbrance; 3) none of Products shall infringe any third party's intellectual property rights; 4) all Products shall be free from any defect in design, material and workmanship; for a warranty period of five (5) years, unless otherwise stipulated herein, starting from the date when Products are accepted by Buyer. In the event that the warranty period of any product containing Product provided by Buyer to its customers is longer than five (5) years, Seller agrees to follow such longer warranty period. Seller shall provide repair and maintenance services within the warranty period and for additional two (2) years after the warranty period provided under 4) free of charge. Seller further warrants that 1) all Products shall fully comply with the social and environmental requirements of Buyer and its customers, and other related social and environmental standards (including but not limited to RoHS, EICC, REACH, SA8000, ISO14001, OHSAS18001 and WEEE); 2) Seller shall not make any changes to the designs, materials, production process, quality control, manufacturing site and other aspects of the Products without Buyer's prior written consent; 3) none of Products shall cause any personal injury or death or any damage to property of Buyer, its customers and any third party; and 4) all Products shall comply with other agreements between both Parties. Warranties herein shall survive termination of this PO in whole or in part.

8. 质量保证条款

卖方保证：

- 1) 所有产品严格符合买方的技术参数、图纸或其它要求；
- 2) 所有产品均无留置权、抵押、质押或产权负担；

- 3) 任何产品均不得侵犯任何第三方的知识产权；
- 4) 所有产品应在设计、材料和工艺上无任何缺陷；除另有规定外，自买方接受产品之日起，质量保证期为五（5）年。如果买方向其客户提供的任何含有该产品的产品保修期超过五（5）年，卖方同意遵循该较长的保修期。卖方应在保修期内免费提供维修和保养服务，并在该第 4）项规定的保修期后额外提供两（2）年保修服务。

卖方进一步保证：

- 1) 所有产品应完全符合买方及其客户的社会和环境要求，及其它相关社会和环境标准（包括但不限于 RoHS, EICC, REACH, SA8000, ISO14001, OHSAS18001 and WEEE）；
- 2) 未经买方事先书面同意，卖方不得对产品的设计、材料、生产工艺、质量控制、生产场地等方面进行任何变更；
- 3) 任何产品均不得造成任何人身伤害或死亡，或对买方、其客户和任何第三方造成任何财产损失；且
- 4) 所有产品应遵守双方的其他协议。本合同中的保证条款在本订单全部或部分终止后仍然有效。

9. Product Defect

If any Product is not in conformance with the specification required by Buyer or the warranties under this PO, Buyer may at its sole discretion select one or more of the following: 1) return the nonconforming Products at Seller's expenses (including but not limited to freight, customs and insurance premium) and risk, and have Seller replace or repair the nonconforming Products or provide similar Products within a period designated by Buyer; 2) repair or have any third party repair the nonconforming Products and recover from Seller reasonable costs and expenses incidental or in associated with such repair; 3) reject all Products covered by this PO or the nonconforming Products only, procure similar Products in substitution and charge Seller for additional costs (including but not limited to freight, customs and insurance premium) arising from the procurement of such substitutes; 4) deduct the payment; 5) terminate this PO in whole or in part; 6) have Seller indemnify Buyer or Buyer's customer for all losses and damages incurred; 7) have Seller compensate Buyer for the costs and expenses in connection with the inspection (including sorting) and recall of the Products; 8) have Seller provide defect analysis report and correction plan for the nonconforming Products in writing. Buyer's selection of any remedies above shall not be deemed a waiver of any remedial right which Buyer is entitled to according to applicable laws.

9. 产品缺陷

如果产品不符合买方要求的技术参数或本合同的质量保证条款，买方可以自行选择以下一项或多项：

- 1) 退回不合格产品，卖方承担所有费用（包括但不限于运费、关税和保险费等）和风险，并在买方指定的期限内替换或维修不合格产品，或提供类似产品。
- 2) 修理或让任何第三方修理不合格产品，并向卖方收回与修理有关的或偶然发生的合理成本和费用；
- 3) 拒收该订单下的所有产品或仅不合格品，采购类似产品作为替代品，并向卖方收取由此产生的额外成本（包括但不限于运费、关税和保险费）；
- 4) 扣减应付款；
- 5) 终止本订单全部或部分的执行；
- 6) 卖方赔偿买方或其客户由此造成的所有损失和损害；
- 7) 卖方补偿买方与产品检验（包括分类挑选）和召回有关的所有费用；
- 8) 卖方须以书面形式提供不合格产品分析报告和整改计划。

买方选择上述任何补救措施不应被视为放弃买方根据适用法律享有的任何补救权利。

10. Intellectual Property Right

Seller agrees to grant Buyer and its customer(s) a perpetual, irrevocable, non-transferable, and royalty-free license under all intellectual property rights included in the Products supplied to Buyer by Seller, so that Buyer and its customer(s) have the right to make, use, sell, offer to sell or import similar products or other products which contain the aforesaid intellectual property rights worldwide.

10. 知识产权

就卖方销售给买方的产品中包含的知识产权，卖方授予买方及其客户永久的、不可撤销的、不可转让的，且免版税的许可，以便买方及其客户有权在全球范围内制造、使用、销售、要约销售或进口类似产品或其他包含上述知识产

权的产品。

11. End of Life Product and Supply of Spare Parts

Seller shall notify Buyer in writing at least twelve (12) months before the end of life of Products. Seller promises to supply spare parts for seven (7) years after the end of life of Products. If Seller is unable to meet the aforesaid requirement regarding spare parts supply, Seller shall provide replacement Products with the same function upon Buyer's consent.

11. 产品寿命终期及零配件供应

卖方应于产品寿命终止前至少十二（12）个月书面通知买方。卖方承诺产品寿命终止后七（7）年内供应零配件。如果卖方无法满足前述关于零配件供应的要求，在获得买方书面许可的情况下，卖方应提供具有相同功能的替换产品。

12. Infringement Indemnification

Seller warrants that Product shall not infringe any third party's intellectual property. Seller shall provide to Buyer any document or assistance required for any infringement investigation. In the event of any infringement claim, Seller shall indemnify, defend and hold Buyer and its affiliates, customers, directors and employees harmless against any damages and losses arising therefrom, and, upon Buyer's notification and at Seller's expenses, 1) modify Product design to make it noninfringing or 2) obtain third party's license for the use of such Product. In the event of any lawsuit for infringement, Seller shall bear all court fees, settlement payments or judgment awards (including but not limited to attorney fees); upon Buyer's request, Seller shall at its own expenses retain attorneys and defend the lawsuit on behalf of Buyer.

12. 侵权赔偿

卖方保证其产品不侵害任何第三方的知识产权。卖方应提供一切侵权调查所需的文件和协助。在任何侵权索赔的情况下，卖方应赔偿、辩护并使买方及其关联公司、客户、董事和员工免受由此引起的任何损害和损失，并且，一旦收到买方通知，费用由卖方承担：1) 更改产品设计，使其免于侵权；或 2) 获得该产品的第三方使用许可权。如果发生法律侵权诉讼，卖方须承担所有诉讼费用、和解费用或审理费用（包括但不限于律师费）；应买方要求，卖方应自费聘请律师并代表买方进行诉讼辩护。

13. Liabilities for Breach

In case of Seller's breach, nonperformance or incomplete performance of any obligations under this PO (including but not limited to those related to delivery date, Product quantity, or warranties), Buyer is entitled to terminate this PO in whole or in part without any liability. Seller shall compensate Buyer for any cost, expense, penalty, loss or damage incurred (including but not limited to the loss and damage claimed by Buyer's customers, litigation costs, and attorneys' fees) arising therefrom. Buyer may offset the above mentioned costs, expenses, penalties, losses and damages incurred by Buyer with any accounts payable to Seller (including but not limited to the payment for Products).

13. 违约责任

如果卖方违约，不履行或不完全履行本订单的义务（包括但不限于有关交期、产品数量，或质量担保），买方有权终止所有或部分订单的执行，且不承担任何责任。卖方应承担由此造成的买方的所有成本、费用、罚款、损失或损害（包括但不限于买方客户所索赔的损失和损害、诉讼费用、和律师费用）。买方可以用卖方的所有应付账款抵销上述成本、费用、罚款、损失或损害（包括但不限于该产品的货款）。

14. Assignment

Seller shall not assign any right or obligation under this PO to any third party without Buyer's prior written consent. Seller shall be held jointly and severally liable with the third party for the third party's breach of any obligation hereunder even though the assignment was consented to by Buyer.

14. 转让

未经买方事先书面同意，卖方不得将本订单项下的任何权利或义务转让给任何第三方。即使买方同意转让，如果第三方违反本合同项下的任何义务，卖方应与第三方承担连带责任。

15. Waiver

Buyer's waiver of any its right and/or remedy provided under this PO shall only be done in writing. Buyer's waiver of any right and/or remedy for Seller's noncompliance with any obligations herein shall not constitute a waiver of its right and/or remedy in subsequent similar instances.

15. 弃权

买方只以书面形式放弃本订单项下规定的任何权利和/或补偿。买方放弃对卖方不遵守本协议义务的权利和/或补救措施，不构成在后续类似情况下对其权利和/或补救措施的放弃。

16. Governing Law and Jurisdiction

The formation, effectiveness, interpretation and performance of this PO shall be governed by the laws of the People's Republic of China. Any and all disputes arising out of this PO shall be amicably resolved by both Parties. Both parties agree to submit the disputes which cannot be amicably settled to China International Economic and Trade Arbitration Commission for arbitration in accordance with its effective arbitration rules when submitting. If the arbitration fails to proceed or there is any dispute about the validity of the arbitral awards due to jurisdiction, Statutes of Limitations or other reasons, both Parties agree to submit the disputes to the court in Buyer's place of business as the first instance court. However, the formation, effectiveness, interpretation and performance of this PO shall be governed by the laws of People's Republic of China, and any disputes arising out of this PO shall be submitted to Nanjing China District Court.

16. 适用法律及司法管辖权

本订单的订立、效力、解释和履行均受中华人民共和国法律管辖。

由本订单引起的任何和所有争议应由双方友好协商解决。双方同意，凡不能友好协商解决的争议，均提交中国国际经济贸易仲裁委员会，按照该会现行有效的仲裁规则进行仲裁。

如果仲裁未能继续进行，或因管辖权、法定时效或其他原因对仲裁裁决的有效性产生任何争议，双方同意将争议提交买方经营地法院作为一审法院。但是，本订单的订立、效力、解释和履行均受中华人民共和国法律管辖，因本订单引起的任何争议均应提交中国南京地方法院。