



General Terms and Conditions for Sourcing of Direct Materials

直接材料采购的一般条款和条件

The Husqvarna Group is a producer of outdoor power equipment, irrigation products, and diamond-blade products for use by end-users (collectively, “End-Goods”). Supplier is a manufacturer of those products specified on the Purchase Order in which these terms and conditions are referenced and/or incorporated (collectively, the “Products”), which may be used by Husqvarna as production components in and/or raw material for certain End-Goods.

富世华集团是供最终用户使用的户外动力设备、灌溉产品和金刚石刀片产品的生产商（统称为“最终产品”）。供应商是采购订单上指定的产品（统称为“产品”）的制造商，采购订单应引用和/或包含这些条款和条件，富世华将使用这些产品作为特定最终产品的生产组件和/或原材料。

1. ACCEPTANCE AND ENTIRE AGREEMENT. Any acceptance of a Purchase Order in which these terms and conditions are referenced and/or incorporated is limited to acceptance of the express terms and conditions contained therein and these terms and conditions, but, if for any reason Supplier should fail to confirm acceptance in writing, the commencement of any work or any deliveries thereunder by Supplier shall constitute acceptance by Supplier of such Purchase Order and these terms and conditions. The terms and conditions set out herein shall prevail over any other terms and conditions communicated by Supplier or contained in any of Supplier’s documentation, regardless of whether delivered before, after or at the same time as the Purchase Order in which these terms and conditions are referenced and/or incorporated. Unless otherwise expressly agreed in writing between Husqvarna and Supplier, the Purchase Order, these terms and conditions and any documents referred to on the face thereof, constitute the entire agreement between the parties and any other terms and conditions are hereby explicitly rejected. The Purchase Order in which these terms and conditions are referenced and/or incorporated, these terms and conditions and any documents referred to on the face thereof shall together hereinafter be referred to as the “Purchase Order”.

1、接受和完整协议。接受引用和/或包含这些条款和条件的采购订单，仅限于接受其中包含的明示条款和条件以及这些条款和条件，但是，如果由于任何原因供应商未能以书面形式确认接受，供应商在该采购订单项下开始任何工作或交付任何产品应解释为供应商接受该采购订单和这些条款和条件。本文所载的条款及条件应优先于供应商沟通的任何其他条款和条件以及或包含在任何供应商的文档的任何条款和条件，无论是在提交引用和/或包含这些条款和条件的采购订单之前、之后或之时所提交的。除非富世华和供应商另有明确书面约定，采购订单、这些条款和条件以及采购订单封面上所引用的文件构成双方之间的完整协议，并且谨此明确拒绝任何其他条款和条件。引用和/或包含这些条款和条件的采购订单、这些条款和条件以及采购订单封面上所引用的文件在下文共同称为“采购订单”。

2. PRICES. Prices stated in the Purchase Order apply to all shipments made thereunder. Husqvarna shall have no obligation to honor invoices for Products at any increased price unless and until such increase have been specifically confirmed in writing by Husqvarna. Unless otherwise specified, the prices on the Purchase Order are inclusive of any and all costs and fees, including but not limited to packaging, duties, freight and insurance of the Products up to the applicable delivery point (delivery point decided by the applicable trade term (INCOTERM) set forth in the Purchase Order; if no trade term (INCOTERM) is otherwise set forth in the Purchase Order, trade term DDP (Incoterms 2010) shall apply). Notwithstanding any INCOTERM, title to the Products shall not pass to Husqvarna until Husqvarna receives the Products into its inventory. Discount terms shall be shown on the face of each invoice. Unless otherwise specified, the Purchase Order and all provisions of

these terms and conditions must be fully performed and complied with before payment by Husqvarna shall become due. Unless freight, taxes or other charges that Husqvarna has agreed to pay are itemized, any discount will be taken on the full amount of the invoice. Payment for Products delivered hereunder shall not constitute acceptance by Husqvarna of the Products. In the event an invoice is contested by Husqvarna in good faith due to defective or incomplete deliveries or similar matters, Husqvarna has the right to retain payment until proper performance, without losing the benefit of any discounts or similar price reductions, and such payment retention shall not constitute a breach of these terms and conditions. Unless otherwise stated on the Purchase Order or stipulated by mandatory law, payment terms shall be sixty (60) days from the date of invoice, although no invoice may be delivered to Husqvarna or predated until all deliveries of Products and other obligations of Supplier under the Purchase Order have been fully performed.

2、价格。采购订单上注明的价格适用于该订单项下的所有货物。如果需要提价，应当经富世华以书面形式明确确定，否则富世华无义务付款。除另有规定外，在采购订单项下的价格均包含任何成本和费用，包括但不限于产品的产品运到相应交货地点（交货地点按采购订单中的相关贸易术语（INCOTERM）确定）前发生的所有包装、关税、运费和保险费；如果采购订单中没有另行规定贸易术语（INCOTERM），则应适用贸易术语 DDP（Incoterms 2010）。不论有任何 INCOTERM 规定，在富世华收到产品并转入库存前，产品的所有权并不转移给富世华。各发票封面应注明优惠条款。除非另有说明，在富世华应缴纳付款前，必须充分执行和遵守采购订单和这些条款和条件的所有规定。除非富世华同意支付的运费、税费和其他费用逐项列出，任何折扣将是对全部发票金额的折扣。富世华在本文件项下付款并不构成富世华对产品的接受。如果由于存在缺陷或交付不完整或类似情况，富世华善意对任何发票提出质疑的，在得到妥善履行前富世华有权暂停付款，并且不会因此失去享有的任何折扣权或类似降价的权利。此外，该暂停付款不得解释为违反这些条款和条件。除非采购订单另有说明或强制性法律另有规定，付款期限应自发票之日起六十（60）天。但是，在产品全部交付完成，并且供应商履行完成其在采购订单项下的所有其他义务前，不得提前将发票提交给富世华。

3. TAXES. Unless otherwise indicated, the prices set forth in the Purchase Order do not include applicable national, federal, provincial, state, local or other applicable taxes. All such taxes shall be stated separately on Supplier's invoice. The prices stated on the Purchase Order do not, nor will any invoice of Supplier, include any tax with respect to which an exemption is available or is indicated by Husqvarna in the Purchase Order or otherwise, or any excise or other tax with respect to which Husqvarna has furnished Supplier an exemption certificate. Supplier agrees to pay any and all personal property ad valorem, or value added, taxes assessed or otherwise levied against any property placed in the hands of Supplier by Husqvarna for the purpose of fulfilling the Purchase Order. In case it shall ever be determined that any tax included in the prices in the Purchase Order was not required to be paid by Husqvarna, Supplier agrees to notify Husqvarna promptly and to make prompt application for the refund thereof, and to take all steps to procure the same and when received to pay the same, including interest according to applicable law, if any, to Husqvarna.

3、税项。除非另有说明，采购订单规定的价格不包括适用的国家、联邦、省、州、地方或其他适用的税费。供应商的发票应分别说明所有这些税费。采购订单上的价格不包括（供应商的发票也不应包括）可享受的或富世华在采购订单或通过其他形式注明的可免除的税费，也不包括富世华业已向供应商提交免除证明的任何消费税或其他税费。对于富世华为履行采购订单移交给供应商的任何财产，供应商同意支付征收或以其他形式收取的按价计算的所有动产税或增值税。如果包含在采购订单的价格中的任何税收经确定无需由富世华支付的，供应商同意及时通知富世华，及时申请退款，并采取一切措施以促使退款。在收到退款后，将该款项及时支付给富世华，该款项包括根据适用法律可计算的利息（如有）。

4. DELIVERY AND DELAY. The obligation of Supplier to meet the lead times, delivery dates, specifications and quantities as set forth in the Purchase Order is of the essence. A delivery is to be made both in the quantities and at the times specified in the Purchase Order, or if no such quantities or times are specified, pursuant to Husqvarna's written instructions. Supplier may not divide the delivery in partial deliveries for whatever reason without Husqvarna's prior written consent. If any delivery by Supplier fails to meet any specified or instructed delivery time, Husqvarna, without limiting its other rights or remedies, may charge Supplier for expedited routing and/or any other excess costs incurred thereby. For each late or non-

conforming delivery, Husqvarna may also assess a onetime Administrative Fee, plus the per-hour Down-time/Disturbance and the per-hour sorting/rework charges set forth in the then-current Administrative Fee & Hourly Charge-Back Chart for the applicable Husqvarna factory, as found at <http://corporate.husqvarna.com/purchase/en/supplier-administrative-fees-charge-backs> (which is hereby incorporated in the Purchase Order by reference). The Products shall be packaged, labeled and bar-coded in accordance with such reasonable instructions as may be provided by Husqvarna from time to time. Supplier shall include such "certificate of origin" documentation as is required by law, or as otherwise be reasonably requested by Husqvarna. Husqvarna's rights in this Section 4 are in addition to, and not in limitation of, the rights set out under Section 16 below ("Supplier's Indemnification"). Products which are delivered in advance of schedule are delivered at the risk of Supplier and payment therefor may be withheld by Husqvarna until the date when payment for such Products would have been due had such Products been delivered on the scheduled date for delivery.

4、交货和延迟。供应商满足采购订单规定的交货时间、交货日期、规格和数量要求是至关重要的。交货的数量和时间均应满足采购订单的规定。如果未规定数量或时间，则应根据富世华的书面说明。未经富世华的事先书面同意，供应商不得出于任何原因分批交货。如果供应商的任何交货不符合任何规定的或指示的交货时间，在不限制富世华可享有的其他权利或补救措施的前提下，富世华可就加快送货和/或由此产生的任何其他费用向供应商收取额外费用。对于每次延迟的交货或不符合规定的交货，富世华还可以征收一笔一次性管理费，再加上每小时停机时间/干扰和每小时分拣/返工收费（按照当时有效的适用于相应的富世华工厂的《管理费和每小时退费表》，详见<http://corporate.husqvarna.com/purchase/en/supplier-administrative-fees-charge-backs>）（该表经此处引用构成采购订单的一部分）。产品的包装、标签和条形码应按照富世华不定期作出的合理指示。供应商应按法律要求或富世华另行作出的合理要求提供“原产地证书”。富世华在第4条项下享有的权利是对下文第16条（供应商的赔偿）项下享有的权利的累加，而不是限制。如果供应商提前交货，其风险由供应商自行承担，并且富世华可按原先制定的交货时间表和付款计划付款。

5. BLANKET PURCHASE ORDER. If the Purchase Order is for purchase of a stated quantity of Products, Husqvarna shall not be obligated to purchase any additional quantity of Products. In the case of a Blanket Order: (a) Husqvarna shall not have any obligation to purchase any Products; (b) Husqvarna shall not be bound by any forecast given in or under any Blanket Purchase Order (whether through a web-portal, business to business systems or separately in writing) as any forecast shall be considered "for information purposes only"; and (c) Supplier agrees to furnish Husqvarna's requirements for the Products covered by any Blanket Purchase Order to the extent of and in accordance with any firm order or firm delivery schedule set forth in the Purchase Order or as communicated separately by Husqvarna (through written electronic communication or otherwise in writing). Husqvarna shall always be entitled to make unlimited purchases from third party suppliers at its discretion (e.g. for similar or equivalent products to the Products) and thereby maintain alternative sources of supply. Husqvarna shall not be liable for Supplier's commitments or production arrangements in excess of what is set out herein or as otherwise agreed upon in writing with Husqvarna.

5、一揽子采购订单。如果下发的采购订单旨在购买规定数量的产品，富世华没有义务购买任何额外数量的产品。如果属于一揽子采购订单的情况：（a）富世华无任何义务购买任何产品；（b）富世华不受在任何一揽子采购订单项下发出的任何预测（无论是通过门户网站、企业间系统或单独以书面形式发出的）的约束，因为作出的预测应视为“仅供参考”；及（c）供应商同意按照富世华的要求供应一揽子采购订单项下的产品，但仅限于按照采购订单所规定的确定订货或确定的交货时间表或其他富世华表明的方式（通过书面电子通讯或其他书面形式）。富世华始终有权自行决定从第三方供应商订购不限数量的产品（例如与本文件项下的产品类似或同等的产品），从而维持替代供应来源。供应商的承诺或生产安排超过本文件所规定的或双方另行以书面形式约定的，富世华概不承担。

6. WARRANTY. Supplier warrants that all Products ordered or delivered hereunder shall (a) conform in all respects to the latest Product specifications and Product samples approved by Husqvarna; (b) be of merchantable quality and free from any defects in material, design and workmanship; (c) be suitable and sufficient for the purposes for which they are intended; (d) be properly and adequately packaged, marked and labeled in compliance with relevant laws,

standards and regulations and as per Husqvarna's instructions; (e) comply with all applicable laws and regulations (both in the country where the Products were manufactured and where the Products are intended to be used); (f) comply with all applicable industry standards; (g) be free from any lien and any encumbrance or rightful claim of any third party, including any claim for infringement of the intellectual property rights of a third party (and Supplier hereby waives any right it may have as of the date hereof or in the future to assert any mechanic's lien or other interest or encumbrance in or with respect to the Products supplied under the Purchase Order); and (h) not infringe any intellectual property rights of any third party. These warranties, which shall be in addition to all warranties implied by law, shall survive delivery, acceptance and inspection of, and payment for, all or any part of the Products, and shall extend to Husqvarna and its subsidiaries and affiliates, their successors and assigns and to the sub-suppliers, customers, distributors, dealers and agents of any of them and to the users and consumers of the End-Products. The warranties under foregoing clauses (a), (b), (c) and (d) shall survive for a warranty period consisting of 24 months following delivery to the end-user of the applicable End-Good (incorporating the Product sold hereunder). All other warranties shall survive indefinitely. Neither the exercise by Husqvarna of its right to inspect and test the Products nor the failure of Husqvarna to exercise such right shall relieve Supplier from any of its obligations or warranties hereunder or limit or impair any right or remedy of Husqvarna.

6、保证。供应商保证文件项下订购或交付的所有产品均应当 (a) 在各方面符合经富世华批准的最新的规格和产品样本; (b) 可销售, 并且在材料、设计和做工方面均没有任何缺陷; (c) 适当和足够用于其预期目的; (d) 得到妥善和充分的包装、标志和标签并符合相关法律、标准和法规以及富世华的说明; (e) 符合所有适用的法律和法规 (同时符合产品制造所在国家及产品的预期使用国家的法律法规); (f) 符合所有适用的行业标准; (g) 不存在任何留置权及任何第三方的任何产权负担或正当权利, 包括对侵犯第三方的知识产权的任何索赔 (供应商特此放弃截至本文件之日期其可能拥有的或在未来可能拥有的对采购订单项下供应的产品的任何权利); 及 (h) 没有侵犯任何第三方的任何知识产权。这些保证应是对法律隐含的所有保证的补充, 并且在全部或部分产品发货、验收和检查及付款后应存续, 并且应扩大适用范围至富世华及其子公司和关联公司、他们的继承人和受让人以及他们各自的子供应商、客户、分销商、经销商和代理商及最终产品的用户和消费者。前述 (a)、(b)、(c) 和 (d) 项下的保证规定的保证期为 24 个月, 自最终产品 (包括本文件项下出售的产品) 交付给最终用户之日起算。所有其他的保证应无限期存续。富世华行使其检查和测试产品的权利, 或没有行使这种权利, 均不免除供应商在本文件项下所应承担的任何义务或保证, 也不限制或损害富世华可享有的任何权利或补救权。

7. NON-CONFORMING PRODUCTS. Any Product which fails to conform to the provisions of the Purchase Order (including, without limitation, Supplier's express or implied warranties) (collectively called "**Non-Conforming Products**"), may be rejected, even if previously accepted. Husqvarna's approval of sample, receipt of Product and payment therefore, or any of them, shall in no event constitute an acceptance of the Product and shall not limit or impair Husqvarna's right to inspect and, reject the Product or any other remedies to which Husqvarna may be entitled hereunder or under applicable law, nor shall any of the foregoing relieve Supplier of any of its obligations and warranties under the Purchase Order. Non-Conforming Products may be held or returned to Supplier, at Husqvarna's election, at Supplier's expense and risk, for (i) credit or full refund of the price of the affected Product; or (ii) at Husqvarna's election, prompt replacement of conforming Product; however, failure to hold or return Non-Conforming Products shall not invalidate this Section. Supplier shall indemnify Husqvarna for all expenses caused by Non-Conforming Products including but not limited to expenses for unpacking, examining, sorting, re-working, re-packing, storing and re-shipping any Non-Conforming Products. Husqvarna may at its own discretion, without limiting its other rights and remedies, make repairs to the Non-Conforming Products and charge Supplier for Husqvarna's actual labor cost of those repairs, plus factory overhead, and may also charge Supplier for any other incidental or consequential damages suffered by Husqvarna as a result of the Non-Conforming Products. For each Non-Conforming Products delivery, Husqvarna may also assess a onetime Administrative Fee, plus the per-hour Downtime/Disturbance and the per-hour sorting/rework charges set forth in the then-current Administrative Fee & Hourly Charge-Back Chart for the applicable Husqvarna factory, as

found at <http://corporate.husqvarna.com/purchase/en/supplier-administrative-fees-charge-backs> (which is hereby incorporated in the Purchase Order by reference). The rights in this Section 7 are in addition to, and not limitation of, the rights set out below in Section 16 below ("Supplier's Indemnification").

7、不合格品。不符合采购订单规定（包括但不限于供应商的明示或暗示保证）的任何产品（统称为“不合格品”）可被拒绝，即使先前接受的也可拒绝。富世华批准样品、收到产品并付款或前述任何一项，在任何情况均不构成对产品的接受，也不限制或损害富世华检查、拒绝产品或富世华根据本文件或根据适用法律有权采取的任何其他补救措施。前述任何情况也不免除供应商在采购订单项下的任何义务和保证。富世华可以自行决定保留不合格品或退回供应商，相关费用和 risk 概由供应商承担：（i）抵用受影响产品或全额退款；或（ii）富世华选择如此的，立即以合格品更换不合格品；但是，如果富世华未能保留或退还不合格品，亦不影响本条规定。供应商应就不合格品造成的所有费用赔偿富世华，包括但不限于拆包、检验、分拣、再加工、重新包装、储存和再发运任何不合格品的费用。富世华可自行决定（不限制其享有的其他权利和补救措施）修理不合格品，并就维修发生的实际劳动力成本再加上工厂开销要求供应商付款，并且还可以就不合格品所带来的任何其他偶然或必然的损害向供应商征收费用。对于每一次交货的不合格品，富世华还可以征收一笔一次性管理费，再加上每小时停机时间/干扰和每小时分拣/返工收费（按照当时有效的适用于相应的富世华工厂的《管理费和每小时退费表》，详见<http://corporate.husqvarna.com/purchase/en/supplier-administrative-fees-charge-backs>）（该表经此处引用构成采购订单的一部分）。富世华在第 7 条项下享有的权利是对下文第 16 条（供应商的赔偿）项下享有的权利的累加，而不是限制。

8. EPIDEMIC FAILURE. In the event of an Epidemic Failure (as defined below), Husqvarna shall be entitled to return to Supplier, for a full refund, all of the Products to which such Epidemic Failure relates or which are affected by such Epidemic Failure without having to prove that each of such returned Products has the underlying defect. Supplier shall also indemnify Husqvarna for all costs and expenses incurred by Husqvarna related to such Epidemic Failure. As used herein, "**Epidemic Failure**" means faults or other defects in design of, material in or manufacture of a Product occurring at an excessive rate above five hundred parts per million (500 ppm) with the same component or for the same reason, measured on a monthly or batch basis (as reasonably determined by Husqvarna).

8、续发故障。出现续发故障（定义见下文）时，富世华有权将与续发故障相关或受该续发故障影响的所有产品退回给供应商，并要求全额退款，并且无需证明退回的每件产品都存在潜在缺陷。供应商还应就富世华发生的与该续发故障相关的所有成本和费用赔偿富世华。“续发故障”是指产品设计、材料或生产性故障或缺陷，并且在同一个月或同一批（由富世华合理确定）同一部件或由于相同的原因出现故障的比率超过一百万分之五百（500ppm）。

9. PRODUCT RECALL. In the event that any Product supplied under the Purchase Order is found by either Husqvarna or Supplier, or any governmental agency having jurisdiction, or a customer to Husqvarna, to contain a defect or a product safety issue or not to be in compliance with the Purchase Order or any national, federal, provincial, state or other applicable law (including, but not limited to, the provisions of the U.S. Consumer Product Safety Act, the EU Product Safety Directive or a successor or comparable law) or rules or regulations in effect as of the date of manufacture so as to require or make advisable (in Husqvarna's reasonable judgment) that such Products (or End-Good into which any such Product is incorporated) be recalled, Supplier shall indemnify Husqvarna for all costs and expenses incurred by Husqvarna related to such recall. If and as requested, Supplier shall ensure that any Product provided under the Purchase Order is permanently marked so that they can be readily identified as Supplier's Product.

9、产品召回。如果富世华、供应商、任何具有管辖权的政府机构或富世华的顾客发现采购订单项下供应的任何产品存在缺陷、产品安全问题或不符合采购订单或任何国家、联邦、省、州或其他适用的法律（包括但不限于《美国消费品安全法案》、欧盟产品安全指令或后继或类似法律规定）或在生产日期后生效的规则或条例，因此必须或有必要（经富世华合理判断）召回该产品（或包含该产品的最终产品），供应商应就富世华因该召回所发生的所有成本和费用赔偿富世华。如果经要求，供应商应确保在采购订单项下供应的任何产品得到永久标记，以使其易于确定为供应商的产品。

10. COMPLIANCE WITH LAWS. Supplier represents and warrants that no law, rule, regulation or ordinance of any national, federal, provincial, state, local or other government, or any governmental agency with jurisdiction over the Products sold hereunder, has been violated in the manufacture or sale of the Products covered by the Purchase Order and will indemnify and hold Husqvarna harmless from any loss, cost or damage as a result of any such actual or alleged violation. Supplier shall, if applicable, comply with all laws requiring Supplier to provide information concerning hazardous substances. Supplier shall, upon request, promptly provide such certifications and/or information related to any Product sold hereunder, their manufacturing and content, as may be reasonably requested by Husqvarna.

10、遵守法律。供应商声明并保证，其生产或出售采购订单项下的产品过程中没有违反任何国家、联邦、省、州、地方和其他政府的法律、法规、规章或条例；如果实际或被指称存在违反行为，供应商将赔偿富世华因此发生的所有损失、费用和损害，并确保富世华不受损害。如果适用，供应商应按照所有法律规定提供有关有毒有害物质的信息。供应商应按照富世华的合理要求及时提供与本文件项下出售的任何产品、其生产和内容有关的证明和/或信息。

11. OPERATING PERMITS. Supplier represents that it has obtained all licenses and permits necessary to operate its business and to produce any Product covered by the Purchase Order. Supplier shall ensure compliance with all relevant licenses, permits and legal requirements in force from time to time, including such related to packaging and waste disposal. Supplier shall promptly notify Husqvarna upon discovering or having reason to believe that its business or any Product fails to comply with any such licenses, permits or legal requirements.

11、经营许可证。供应商声明其已获得所有必要的执照和许可证，以经营其业务和生产采购订单所涵盖的任何产品。供应商应确保符合所有相关的执照、许可证和不时生效的法律要求，包括有关包装和废物处理的要求。供应商如果发现或有理由相信其业务或任何产品没有遵守该等牌照、许可证或法律要求时，应当及时通知富世华。

12. CODE OF CONDUCT. Supplier shall adhere to and act in accordance with Husqvarna's Code of Conduct, as found at http://corporate.husqvarna.com/code_of_conduct, which is hereby incorporated in the Purchase Order by reference. The requirements on Supplier under Husqvarna's Code of Conduct are further detailed in Husqvarna's Supplier Code of Business Ethics, as found at <http://corporate.husqvarna.com/purchase/en/sustainability-requirements>, which is hereby incorporated in the Purchase Order by reference. In the event it is alleged that Supplier is in contravention or breach of any of the requirements in the Code of Conduct or the Supplier Code of Business Ethics, Supplier shall upon request provide Husqvarna with all relevant information, including an action plan setting out corrective actions (if necessary) to be carried out by Supplier in order to cure a breach of the Code of Conduct or the Supplier Code of Business Ethics, to be received by Husqvarna within five (5) business days from Husqvarna giving Supplier notice thereof. Supplier shall indemnify Husqvarna for all costs and expenses incurred by Husqvarna related to any failure by Supplier to comply with Code of Conduct or the Supplier Code of Business Ethics.

12、行为守则。供应商应遵守和执行《富世华的行为准则》，详见http://corporate.husqvarna.com/code_of_conduct（经此处引用并入采购订单）。《富世华的行为守则》中对供应商的要求详见《富世华的供应商商业道德》，详见<http://corporate.husqvarna.com/purchase/en/sustainability-requirements>（经此处引用并入采购订单）。如果供应商涉嫌违反《富世华的行为准则》或《富世华的供应商商业道德》，供应商应根据富世华的要求向富世华提供所有相关信息，其中包括一项包含整改措施的行动计划（如有必要），以纠正其违反行为。供应商应当在由到富世华的通知后的五（5）个工作日内将该等信息提交给富世华。供应商应就其违反《富世华的行为准则》或《富世华的供应商商业道德》导致富世华发生的所有成本和费用赔偿富世华。

13. RESTRICTED MATERIALS LIST. Supplier shall comply with any obligations to provide information to Husqvarna set forth in Husqvarna's Restricted Materials List, as found at <http://corporate.husqvarna.com/purchase/en/restricted-material-list-rml> (as updated from time to time), which is hereby incorporated in the Purchase Order by reference, and further warrants that none of the Products (nor any of their packaging) will contain any substances in excess of the permitted limits stated in the Husqvarna Restricted Materials List (as applicable). Supplier shall indemnify Husqvarna for all costs and expenses incurred by Husqvarna related to any failure by Supplier to comply with the warranty set out herein.

13、限用物质清单。供应商应按照《富世华的限用物质清单》的规定向富世华提供相关信息，详见 <http://corporate.husqvarna.com/purchase/en/restricted-material-list-rml>（不时更新版）（经此处引用并入采购订单）。供应商进一步保证任何产品（及其任何包装）所含有的物质不得超过《富世华的限用物质清单》所规定的限额（如适用）。供应商应就富世华由于供应商未能遵守本条规定导致富世华发生的所有成本和费用赔偿富世华。

14. CONFLICT MINERALS. Supplier warrants that any Conflict Minerals (as defined below) present in any Product or Husqvarna Tool (if any) does not origin from restricted sources (as stipulated under legal requirements in force from time to time) in regions of conflict. Conflict minerals are certain raw materials sourced from areas identified as conflict regions, in each case as identified and stipulated under legal requirements in force from time to time ("**Conflict Minerals**"). For the purposes of making such warranty, Supplier shall use due diligence protocols, standards, procedures and the best practices developed by relevant industry. Husqvarna Conflict Mineral Compliance Statement is available at <http://corporate.husqvarna.com/purchase/en/conflict-minerals> (as updated from time to time), which is hereby incorporated in the Purchase Order by reference. Supplier shall indemnify Husqvarna for all costs and expenses incurred by Husqvarna related to any failure by Supplier to comply with the warranty set forth in this Section 14.

14、冲突矿产。供应商保证任何产品或富世华工具中存在的任何冲突矿产（定义见下文）（如有）并非来自于冲突地区的受限制来源（定义见不时生效的法律规定）。冲突矿产是指来源于被确定为冲突地区的特定原材料，具体详见不时生效的法律要求的规定（“冲突矿产”）。就作出的该保证，供应商应使用尽职调查协议、标准、程序和相关行业开发的最佳实践。《富世华的冲突矿产合规声明》详见 <http://corporate.husqvarna.com/purchase/en/conflict-minerals>（不时更新版）（经此处引用并入采购订单）。供应商应就其违反第 14 条的规定导致富世华发生的所有成本和费用赔偿富世华。

15. CERTIFICATIONS. Supplier shall (i) upon request, promptly provide such certifications, declarations, documentation and/or information related to (a) the Product's content; and (b) the source of the Products and/or any raw materials included in the Products, as Husqvarna may reasonably request from time to time; (ii) promptly notify Husqvarna upon discovering or having reason to believe that any Products fail to comply with the warranties in Sections 13 ("Restricted Materials List") and 14 ("Conflict Minerals"); (iii) ensure that relevant traceability data in relation to the warranties in Sections 13 and 14 is recorded and maintained for ten (10) years from creation; and (iv) ensure that its applicable sub-suppliers comply with the requirements set out in in Sections 11 ("Operating Permits"), 13 and 14.

15、认证。供应商应（i）按照富世华的不时合理要求及时提供与（a）产品内容；以及（b）产品的来源和/或产品所使用的原材料的来源有关的证明、申报、文件和/或信息；（ii）在发现或有理由相信任何产品不符合第 13 条（受限材料清单）和第 14 条（冲突矿产）的保证声明时及时通知富世华；（iii）确保与第 13 条和第 14 条的保证相关的跟踪性数据得到记录并自产生起保存十（10）年；及（iv）确保其相关的子供应商遵守第 11 条（经营许可证）、第 13 条和第 14 条的要求。

16. SUPPLIER'S INDEMNIFICATION. Without limiting Husqvarna's other rights and remedies under the Purchase Order or under applicable law, Supplier shall defend, indemnify, and hold Husqvarna, its affiliates, employees, agents, and customers (collectively "**Indemnified Party**") harmless from and against all damages, losses, costs, claims and expenses (including attorney's fees, collectively, "**Losses**") arising out of (i) any death, bodily injury, property damage or any other type of damage or injury, by whomever suffered, caused or alleged to be caused by any Product; or (ii) any death, bodily injury, property damage or any other type of damage or injury, suffered by any of Supplier's employees, personnel, representatives or agents while on site at any Husqvarna owned or leased location; or (iii) any

breach of Supplier's obligations, representations or warranties under these terms and conditions (including product warranties and any late or faulty delivery); or (iv) any negligent act or omission or willful misconduct of Supplier or any of Supplier's employees, personnel, representatives or agents; provided, that: (a) Supplier shall not be liable for any Losses to the extent shown to have been caused by any negligent or willful misconduct of Husqvarna or other Indemnified Party; (b) Husqvarna shall promptly notify Supplier of any third-party claim that is expected to give rise to any Losses (it being agreed that the failure to provide such notice, shall only relieve Supplier of liability to the extent Supplier is actually prejudiced); and (c) in the case of any Losses not involving a third-party claim, Husqvarna shall afford Supplier a reasonable opportunity to meet and discuss such matter to ensure that the facts are correctly understood, and with the goal of reaching a prompt mutual agreement on whether the claimed Losses are valid and reasonable under the circumstances. This indemnification shall be in addition to any warranty or other obligations of Supplier. In addition, Supplier agrees to indemnify and hold harmless Husqvarna and anyone selling or using any of Husqvarna's End-Goods against all judgments, decrees, costs and expenses resulting from any alleged infringement by any Product of any intellectual property rights of any third party, and Supplier further agrees that, upon request of Husqvarna and at Supplier's own expense, Supplier will defend or assist in the defense of any of Husqvarna's End-Goods by reason of any such alleged infringement.

16、供应商的赔偿。在不限制富世华在采购订单或适用法律项下的其他权利和救济的情况下，如果由于 (i) 任何产品引起或涉嫌引起任何死亡、人身伤害、财产损失或其他任何类型的损失或伤害，不论受害人是谁，(ii) 供应商的任何雇员、人员、代表或代理人在富世华拥有或租赁的地点时发生任何死亡、人身伤害、财产损失或其他任何类型的损失或伤害，(iii) 供应商违反其在该等条款和条件项下的义务、声明或保证（包括产品保证和任何交货延误或错误），或 (iv) 供应商或其任何雇员、人员、代表或代理人的任何疏忽行为、不作为或故意不当行为，发生任何损害、损失、成本、索赔或费用（包括律师费，以下统称为“损失”）的，供应商应当为富世华、其关联公司、雇员、代理人 and 顾客（以下统称为“受赔偿方”）进行抗辩，对其作出赔偿并确保其不受损害。但是：（a）如果有证据表明发生的损害是由于富世华或其他受赔偿方的任何疏忽行为或故意不当行为造成的，则供应商不应为该损失承担责任；（b）富世华一旦知悉存在可能造成任何损失的任何第三方索赔，应当立即通知供应商（双方谨此同意，即使富世华没有作如此通知，也仅减轻供应商受此影响所对应的责任）；及（c）如果发生的损失没有涉及第三方索赔，富世华应当给予供应商合理的机会以会面并讨论该等事项，以确保相关事实得到正确理解，并且就声称的损失在该情形下是否是合法合理的立即达成一致。该赔偿是对供应商的任何保证或其他义务的补充。此外，供应商同意，如果任何产品涉嫌侵犯任何第三方的任何知识产权，引起任何判决、判令、成本或费用的，供应商将赔偿富世华及出售或使用任何富世华最终产品的任何人，并确保其不受损害。供应商进一步同意，经富世华要求，由供应商自行承担费用，供应商将就任何该等涉嫌的侵犯为任何富世华的最终产品进行抗辩或协助进行抗辩。

17. LEGAL PROCEEDINGS. Husqvarna shall control all legal actions and defense activities arising from any product liability claim, as well as any recall related to any Product (or any End-Good into which any Product hereunder is incorporated). If requested, Supplier shall reasonably assist in such actions or defense at Supplier's own cost and expense.

17、法律诉讼。富世华应控制任何产品责任索赔而引起的所有诉讼和辩护活动，以及与之相关的任何产品召回（或带有产品的任何最终产品）。如果有要求，供应商应合理协助进行上述抗辩，相关成本和费用由供应商自行承担。

18. PREAPPROVAL AND CHANGES. Before the first delivery of any Product under the Purchase Order, an agreed number of samples of the Product, all drawings and/or other technical data related thereto, shall be delivered to Husqvarna for pre-approval in accordance with Husqvarna's global Quality Assurance Process (QAP), as found at <http://corporate.husqvarna.com/purchase/en/quality-assurance-process>, (as updated from time to time), which is hereby incorporated in the Purchase Order by reference, or as otherwise reasonably instructed by Husqvarna in writing. Following Product approval, Supplier shall not change its production technique, location, materials used, or sub-suppliers, without Husqvarna's prior written approval.

18、预批准和变化。在采购订单项下首次提交任何产品前，应当按照《富世华的全球质量保证过程》（QAP）（详见 <http://corporate.husqvarna.com/purchase/en/quality-assurance-process>）（不时更新版）（经此处引用并入采购订单）的规定，或按照富世华的其他合理书面指示，将约定数量的产品样品、与此有关的所有图纸和/或其他技术数据提交给富世华预批准。在产品批准后，未经富世华的事先书面批准，供应商不得擅自改变生产工艺、地点、使用的材料或子供应商。

19. QUALITY; PRODUCTION. Supplier represents that it has (i) obtained quality management system certificates, such as ISO 9001 or ISO/TS 16949 certificates, applicable to deliveries under the Purchase Order; (ii) an environmental management system such as ISO 14001; and (iii) implemented, establish and maintains suitable procedures for handling applicable environmental, health and safety and fire prevention aspects and requirements, including legal requirements. Husqvarna shall have the right to perform audit(s) of Supplier, and Supplier undertakes to remedy, in a timely fashion, any material deficiencies thereby identified. Supplier shall continuously measure and follow up quality and delivery reliability with a goal of zero defects and 100% on time delivery. Supplier shall continuously measure and follow up environmental, health and safety aspects and incorporate a process of continual improvements.

19、质量；生产。供应商声明，其已经（i）获得质量管理体系认证，如 ISO 9001 或 ISO/TS 16949 认证，适用于采购订单项下产品的交付；（ii）获得环境管理体系，如 ISO 14001；（iii）实施、建立并保持适当的程序以处理相关的环境、健康和及安全及防火方面的要求，包括法律要求。富世华的有权对供应商进行审计，供应商承诺及时纠正确定的任何材料缺陷。供应商应不断地衡量和跟进质量和交货可靠性，以实现零缺陷和 100% 准时交货目标。供应商应不断地衡量和跟进环保、健康和及安全方面，并纳入持续改进的过程。

20. INTELLECTUAL PROPERTY; LICENSE. Each party shall retain full rights in and to any and all of its intellectual property rights, know-how and related rights (“IPR”) and unless otherwise specified herein nothing in the Purchase Order shall be construed as an implied license to any such rights of the other party. In the event that Supplier has or obtains IPR in relation to the Products, Supplier hereby automatically grants to Husqvarna and its affiliates, and the customers, distributors, dealers and agents of Husqvarna and its affiliates, as part consideration for the Purchase Order and without further cost to Husqvarna, which accepts, a royalty-free, non-exclusive, world-wide, sub-licensable, unrestricted and irrevocable right and license to (i) use in End-Goods, any and all existing and future IPR or other rights held by Supplier in the Products, or developments thereof; (ii) use, sell, manufacture and cause to be manufactured products embodying any and all inventions and discoveries made, conceived or actually reduced to practice in connection with the performance of the Purchase Order; and (iii) repair, rebuild or relocate and to have repaired, rebuilt or relocated any Product purchased by Husqvarna under the Purchase Order. Except for the purpose of fulfilling its supply obligations under the Purchase Order, Supplier may not during the term of fulfillment of its obligations under the Purchase Order or thereafter, make use of any Husqvarna IPR, whether in connection to marketing or otherwise and may, furthermore, not refer to Husqvarna as a customer.

20、知识产权；许可证。每一方对其任何及所有知识产权、技术诀窍及相关权利（“知识产权”）保留完整的权利。除非本文件另有说明，采购订单的任何规定都不得解释为将任何该等权利默示许可另一方。如果供应商已经取得产品的知识产权，供应商在此自动授予富世华及其关联公司以及富世华及其关联公司的客户、分销商、经销商和代理商如下权利和许可（作为采购订单的对价的一部分，并且富世华无需发生任何额外成本），并且富世华接受该无特许权使用费、非独家、全球范围、可再授权、无限制和不可撤销的权利和许可：（i）在最终产品中使用供应商在产品中持有的或开发的现有及未来的知识产权或其他权利；（ii）使用、销售、制造及促使制造包含与采购订单相关的任何发明或发现的产品；及（iii）维修、重建或迁移，并让他人维修、重建或迁移由富世华在采购订单项下购买的任何产品。除了为履行其在采购订单项下的供应义务之目的，供应商不能在履行其在采购订单项下的义务期间或在其后，利用任何富世华的知识产权，无论是为营销之目的或其他目的，并且也不得称自己为富世华的客户。

21. TOOLING. Unless otherwise agreed in writing, all materials, drawings, tools, dies, jigs, gauges, fixtures, patterns, molds, autocad, cadcam, or other computer assisted design, testing apparatus, machinery and equipment, together with all other manufacturing aids

(hereinafter collectively called "**Tooling**") used in the manufacture of any Product ordered hereunder shall be furnished by and at the expense of Supplier. In the event any Tooling is furnished by Husqvarna at its expense or is furnished by Supplier and the cost thereof paid by Husqvarna, such Tooling and any related documentation (hereinafter collectively called "**Husqvarna Tools**") shall be and remain Husqvarna's sole property and for Husqvarna's sole use and shall be subject to removal at any time at the option of Husqvarna. Supplier shall bi-annually report performed or planned maintenance of Husqvarna Tools and shall upon request provide any other information requested by Husqvarna regarding such tools or other tools used by Supplier when manufacturing the Products. Supplier agrees, at its expense, to maintain in commercially usable condition and in good order and repair, appropriately identify, mark where necessary, inventory, preserve and store all Husqvarna Tools for such period of time after performance or termination of the Purchase Order as agreed upon by Husqvarna and Supplier. Any and all Husqvarna Tools shall at any time be subject to reasonable inspection and examination by Husqvarna. Supplier shall not substitute any property for Husqvarna's property and shall not use said property except in filling Husqvarna's Purchase Order. Husqvarna Tools or other property, while in Supplier's custody and control, shall be held at Supplier's risk, and shall be kept insured by Supplier as set out herein. Husqvarna Tools and other Husqvarna property (including related documentation) shall be subject to removal at any time, regardless whether Husqvarna owes Supplier any sums for Products accepted but not yet paid or for any other reason, at Husqvarna's written request, in which event Supplier shall properly prepare such property for shipment and shall deliver same to Husqvarna's plant, to such other location as Husqvarna may specify in writing, or at Husqvarna's option, allow Husqvarna and its representatives access to the Supplier's premises for the purposes of removing such Husqvarna Tools and other Husqvarna property. Any Husqvarna Tools shall be returned or delivered to Husqvarna in the same condition as originally received by Supplier (or in the condition it was in when purchased or otherwise acquired by Supplier, as the case may be), reasonable wear and tear excepted. Supplier shall cooperate with and allow Husqvarna to file financing statements or take such other steps as are required under local law to preserve and protect Husqvarna's ownership interest in the Husqvarna Tools. Supplier agrees to execute Husqvarna's standard tooling agreement or gratuitous bailment agreement upon Husqvarna's request and further agrees that Husqvarna may execute on Supplier's behalf and file any financing statements or hypothecs (whether pursuant to law or otherwise) Husqvarna may wish to file to reflect the Husqvarna's interest in Husqvarna Tools, and/or the presence of Husqvarna's property on Supplier's premises.

21、工装。除非另有书面约定，用于本文件项下订购的任何产品的制造的所有材料、图纸、工具、模具、筛选机、量具、夹具、图案、模具、AutoCAD、CAD/CAM 或其他计算机辅助设计、测试设备、机械设备连同其他制造辅助工具（以下统称为“工装”）均由供应商提供，并由供应商承担相关费用。如果任何工装由富世华自行承担费用提供或者由供应商提供但由富世华垫付的，则该等工装和任何相关的文件（以下统称为“富世华工具”）应作为富世华的专有财产并仅供富世华使用；富世华在任何时候认为需要移除的，应予以移除。供应商应当每半年上报执行的或计划的对富世华工具的维护情况，并且应当按照富世华的要求提供与这些工具或供应商用于产品的制造的其他工具有关的任何其他的信息。供应商同意自行承担费用在采购订单执行完成或终止后的由双方约定的期间，对所有富世华工具保持商业上可使用的状态及良好维修状态、作出适当的识别、（如有必要）标记、清点库存、进行保存和存储。任何及所有富世华工具应可由富世华随时进行合理的检查和检验。供应商不得以任何财产代替富世华的财产，并且除非是为履行富世华的采购订单，否则不得使用该财产。富世华工具或其他财产在供应商的保管和控制期间，应由供应商承担风险，并且供应商应当按照本文件的规定进行投保。经富世华的书面请求，富世华工具和富世华的其他财产（包括相关的文件）可在任何时候移除，不论富世华对供应商是否有任何尚未支付的已接受产品的货款或因任何其他原因；在该情形下，供应商应当妥善备好该等财产以便装运，并应将其发送到富世华的工厂、富世华以书面指定的其他地点；富世华选择如此的，允许富世华及其代表进入供应商的处所，以移除该等富世华工具和富世华的其他财产。任何富世华工具在退回或交还富世华时应当以供应商最初收到时的相同的条件交付给富世华（或以其在购买时的条件或供应商以其他方式获得时的条件，视情况而定），但合理的磨损除外。供应商应配合并允许富世华提交财务报表或采取当地法律规定的其他措施，以维护和保护富世华对富世华工具的所有者权益。经富世华要求，供应商同意执行富

世华的标准工装协议或委托保管协议；并进一步同意，如果富世华认为必要，富世华可代表供应商签署和提交任何财务报表或抵押权（不论是依法或其他形式），以反映富世华对富世华工具的权益和/或表明富世华财产存在于供应商的处所内。

22. SERVICE; SPARE PARTS. If applicable, Supplier shall make spare parts and/or service components for any Product (or the Product itself, in its capacity as spare part/service component) available to Husqvarna for a period of ten (10) years from the last delivery made under the Purchase Order. In the event Husqvarna purchases the Product itself as a spare part and/or service part from Supplier during the time Husqvarna is also purchasing production quantities of such Product from Supplier, Supplier shall provide the Product itself as a spare part and/or service part on the same terms as the production Products. Pricing for spare parts following the last delivery under the Purchase Order shall be on reasonable commercial terms as agreed by the parties in writing, but shall in no event exceed the price offered by Supplier to other customers purchasing the same spare parts on similar terms.

22、服务；备件。如果适用，供应商应生产任何产品的备件和/或服务组件（或产品本身，以作为备件/服务组件），并在采购订单项下的最后一次交货后的十（10）年期间富世华可进行采购。如果富世华在从供应商购买产品的生产产品时，还从供应商购买产品本身作为备件和/或服务组件，供应商应当以生产产品相同的条件提供该等作为备件和/或服务组件的产品。在采购订单项下的最后一次交货后的备件的价格应当符合双方以书面形式约定的合理商业条件，但无论如何不得高于供应商向以类似条件购买同样备件的其他顾客提供的价格。

23. INSURANCE. Supplier shall, during the term of performance of the Purchase Order and for the duration of the warranties and representations provided by Supplier in the Purchase Order, at its own expense including deductibles maintain and shall upon request provide evidence in the form of a Certificate of Insurance of: (a) General and Products Liability insurance applicable worldwide written on an occurrence basis which contains contract liability coverage and covering bodily injury including death and/or property damage relating to the Product or the conduct of the Purchase Order with a minimum coverage of US\$2,000,000 per occurrence and US\$5,000,000 per year aggregate; (b) property insurance on any Husqvarna Tools at full replacement value; (c) marine cargo (transportation) insurance for the Product at full replacement cost during its transportation by Supplier in accordance with the applicable INCOTERMS set forth on the Purchase Order (Husqvarna shall be responsible for providing insurance for the Products from the point of passing of risk of the Products to Husqvarna following the specified INCOTERMS for each delivery); (d) if Supplier employees or personnel shall visit a US location owned or leased by Husqvarna, Workers' Compensation insurance covering all such Supplier employees and personnel utilized in the performance of services pursuant to the Purchase Order at such Husqvarna location with limits as required by statutory law; such insurance shall also include coverage for Employer's Liability with limits not less than \$1,000,000 each accident; (e) if US Supplier employees or personnel shall operate vehicles outside of its premises in the conduct of business for, on behalf of or associated with performance of services pursuant to the Purchase Order, Automobile Liability insurance covering liability arising out of Supplier's use, operation and/or maintenance of any vehicle (including owned, hired, and non-owned vehicles), with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage; and (f) all applicable policies shall be written by insurance companies qualified to do business in the applicable jurisdictions with A.M. Best ratings of "A minus VIII" or better in the latest edition of Best's Key Rating Guide or as otherwise approved by Husqvarna and shall include a waiver of subrogation in favor of Husqvarna and cause Husqvarna to be named as an additional insured. It is hereby agreed and understood that the insurance requirements set forth in the Purchase Order shall not be construed as in any manner waiving, restricting or limiting the liability of Supplier, its agents and assigns with respect to obligations imposed under the Purchase Order.

23、保险。供应商应当在采购订单的履行期限及供应商在采购订单所提供的保证和声明期间（自行承担费用，包括免赔额）保持以下保险并应根据要求以保险证书的形式提供投保的证明：（a）期内发生的适用于全球范围的一般责任保险和产品责任保险，保险范围包括人身伤害，包括死亡和/或与产品或采购订单的执行相关的财产损失，最低保额为每次发生时 200 万美元，每年总额 500 万美元；（b）以全额重置价值为所有富世华工具投保财产保险；（c）就产品的运输过程（供应商按照采购订单所注明的适用的 INCOTERMS 进行运输）以全额重置成本投保

海上货物（交通运输）保险（在产品的风险转移给富世华后，富世华应当按照各次发货所规定的 INCOTERMS 条款负责产品的保险）；（d）如果供应商员工或人员拜访由富世华所拥有或租赁的位于美国的地点，为供应商按照采购订单的规定派出到富世华该地点履行服务的所有该等员工和人员投保工伤保险，保险金额按照适用法律的规定；该保险还应当包括雇主责任险，每次事故的保险金额不低于 100 万美元；（e）为执行采购订单项下的服务，如果有美国供应商员工或人员在其所在地外操作车辆，则应投保汽车责任保险，保险范围包括因供应商使用、操作和/或维护任何车辆（包括自有、租赁和非自有的车辆）所带来的责任，每次发生人身伤害和财产损失的合计保险金额不得低于 100 万美元；及（f）各保险应当向具有在相应司法管辖区开展保险业务的保险公司进行投保，并且根据最新版的贝氏（A.M. Best）关键评级指南，保险公司的评级为 A-3 或更高，或满足富世华另行规定的标准，并且应当在保险单中规定放弃以富世华为受益人的代位求偿权，并注明富世华为附加被保险人。双方谨此同意并理解，采购订单所规定的保险要求不得以任何方式解释为放弃或限制供应商、其代理和受让人在采购订单项下所应承担的责任。

24. RISK AND TITLE. Risk of loss of any Product supplied to Husqvarna under the Purchase Order shall pass to Husqvarna in accordance with the INCOTERMS (2010) trade term referenced on the face of the Purchase Order or, if such trade term is not referenced, upon delivery to Husqvarna at Husqvarna's facility or designated warehouse. Title to all Products shall pass to Husqvarna upon receipt of the Products by Husqvarna at Husqvarna's facility. Such passing of risk and title to Husqvarna shall in no event constitute acceptance by Husqvarna of Products nor limit Husqvarna's rights or remedies set out in the Purchase Order or provided by law.

24、风险和所有权。根据采购订单提供给富世华的任何产品的损失风险应按照采购订单封面上所注明的 INCOTERMS（2010）贸易条款规定（如果没有注明该贸易条款，在富世华工厂或指定的仓库向富世华交货时）转移给富世华。所有产品的所有权在富世华在富世华工厂收到产品时转移给富世华。风险和所有权转移给富世华在任何情形下均不得解释为接受该等产品，也不得限制采购订单所注明的或法律所规定的富世华的权利或救济。

25. TERMINATION FOR CAUSE. Breach of any of the terms of the Purchase Order by Supplier, including without limitation, late or faulty delivery or otherwise unsatisfactory performance, shall be cause for cancellation and/or rejection by Husqvarna of the Purchase Order without notice, and at no expense to Husqvarna. In addition, the happening of any of the following shall also be cause for cancellation and/or rejection of the Purchase Order at no expense to Husqvarna: (i) the insolvency of Supplier; (ii) the filing of a voluntary assignment or application of bankruptcy, reorganization or wind-up; (iii) the filing of an involuntary petition to have Supplier declared bankrupt; (iv) the appointment of a receiver or trustee for Supplier; or (v) the execution by Supplier of an assignment for the benefit of creditors. Furthermore, if Husqvarna, in its sole discretion, determines that any action plan provided by Supplier under Section 12 hereof ("Code of Conduct") is not satisfactory to cure any breach of Husqvarna's Code of Conduct or Supplier Code of Business Ethics, then Husqvarna shall be entitled to terminate the Purchase Order with immediate effect at no expense to Husqvarna. In the event of any such cancellation and/or rejection of the Purchase Order, Husqvarna shall have no further obligation hereunder except with respect to conforming Products delivered to and accepted by Husqvarna prior to such cancellation and/or rejection.

25、因故终止。如果供应商违反采购订单的任何条款，包括但不限于交付延误或错误或以其他方式不符合规定，富世华可不经通知取消和/或拒绝采购订单，并且无需为此承担任何费用。此外，如果发生任何以下情形，富世华也可以取消和/或拒绝采购订单，并且无需发生任何费用：

（i）供应商破产；（ii）自愿转让或申请破产、重组或停业清理；（iii）被申请宣布破产；（iv）供应商被委派接管人或受托人；或（v）供应商为其债权人的利益进行转让。此外，如果富世华自行决定认为供应商根据第 12 条（行业准则）的规定提交的行动计划无法纠正其对《富世华的行为准则》或《供应商的商业道德准则》违反行为，则富世华有权立即终止采购订单，并且无需因此发生任何费用。如果富世华按照上述规定取消和/或拒绝采购订单，富世华在本文件项下不承担任何其他责任，但对于富世华在该取消和/或拒绝发生前交付给富世华并由富世华接受的合格产品的责任除外。

26. TERMINATION WITHOUT CAUSE. Husqvarna shall have the right at any time (for any or no reason, whether or not Supplier may be in default hereunder) to cancel in whole or in part,

the undelivered portion of any Product ordered under the Purchase Order by written notice to Supplier, who shall immediately upon receipt of such notice discontinue all work in respect of the cancelled portion of the Purchase Order except as may be necessary to preserve and protect the work and materials at that time in process and shall use its best efforts to cancel and terminate all then existing orders placed or entered into by Supplier which are chargeable to the cancelled portion of the Purchase Order. In the event of such termination and if Supplier is not in default under the Purchase Order, Husqvarna agrees to pay to Supplier, in addition to the stipulated price for all conforming Products which have been completed by Supplier and delivered to and accepted by Husqvarna in accordance with the terms of the Purchase Order and not previously paid for, all direct costs necessarily incurred by Supplier in connection with the cancelled portion of the Purchase Order, which payment or payments shall be in full settlement of all claims by Supplier arising out of such cancellation, provided however, in the case of a Blanket Purchase Order, Husqvarna shall pay for no more than (i) five (5) days' production of Products, five (5) additional days of work in progress and ten (10) additional days of raw materials; or (ii) such actual production of finished Products, actual work in progress and actual raw materials, whichever is less. In any such event, Husqvarna shall have the right to inspect any work done or material paid for in connection with such a claim by Supplier. The provisions of this Section shall not in any way modify the rights or remedies available to Husqvarna in the event of cancellation of the Purchase Order due to default by Supplier.

26 无故终止。富世华有权在任何时间（或没有任何理由，不论供应商在本文件项下是否违约）通过向供应商发送书面通知，取消采购订单项下订购的全部或部分尚未交付的产品，供应商在收到通知后应当就采购订单中取消的部分立即停止所有作业，但为保护当时正在进行的工作和材料的工作除外，并且应当尽其最大努力取消和终止当时存在的由供应商所发放或订立的订单中与采购订单取消的部分对应的部分的订单。如果发生以上终止并且供应商在采购订单项下没有违约，富世华同意，除了按照采购订单的条款供应商已经完成、交付并且经富世华接受的所有合格产品的尚未支付的约定价格外，富世华还将向供应商支付供应商发生的与采购订单中取消的部分相关的所有直接的必要成本，并且该付款应当抵消供应商因该取消所发生的所有索赔。但是，如果是一揽子采购订单的情况，富世华应付款的不超过以下金额较低者：（i）五（5）天的产品生产、额外五（5）天的在制品及额外十（10）天的原材料；（ii）实际生产的制成品、实际的在制品和实际的原材料。在发生任何以上情形下，富世华有权对与供应商的该索赔相关的已完成的工作或支付的材料进行检查。即使采购订单由于供应商的违约被取消，本条的规定也不得以任何方式改变富世华可享有的权利和救济权。

27. NON DISCLOSURE OF CONFIDENTIAL MATTER. All non-public knowledge or information which Husqvarna has disclosed or may hereafter disclose to Supplier in connection with the purchases under the Purchase Order shall be deemed to be the confidential or proprietary information of Husqvarna and shall be kept confidential by Supplier. Materials or Products purchased hereunder with Husqvarna's specifications or drawings shall not be quoted for sale to others or used in production for others without Husqvarna's written authorization. Specifications, drawings, autocad, cadcam, or other computer assisted design, samples or other data furnished by Husqvarna or any other information gained by Supplier in connection with the Purchase Order shall be treated as confidential information by Supplier, shall remain Husqvarna's property, and shall be returned to it on request. This Section shall survive the termination or expiration of the Purchase Order.

27、不披露保密信息。富世华在本文件项下向供应商披露或可能披露的与采购订单项下的采购有关的所有非公开的知识与信息应视为富世华的保密信息或专有信息，供应商应当进行保密。未经富世华的书面同意，在本文件项下按照富世华的规范或图纸购买的材料和产品不得向他人出售或用于其他用途。规范、图纸、AutoCAD、CAD/CAM 和其他计算机辅助设计、样品或富世华提供的其他数据、供应商取得的与采购订单有关的其他任何信息，供应商应当将其视为保密信息、仍然是富世华的财产并且应当按要求归还给富世华。本条规定在采购订单终止或到期后应存续。

28. ELECTRONIC PROCESSING. Husqvarna and Supplier may process the Purchase Order and other related documents through electronic means including, but not limited to, websites or internet portals, either directly or through a third party provider. Husqvarna and Supplier hereby agree that the confidential codes and/or passwords they will be using to transmit

information to each other will serve as any necessary "signature" that may be required by law. Supplier agrees and undertakes not to disclose these confidential codes and/or passwords, and to take all reasonable steps and safeguards to prevent their disclosure. Additional terms relating to such electronic transactions may be set forth in a separate agreement or other license agreement.

28、电子处理。富世华和供应商可以过电子方式处理采购订单和相关文件包括但不限于网站和门户网站，不论直接处理或通过第三方提供商进行处理。富世华和供应商在此同意，双方用于传输信息的保密代码和/或密码可作为法律规定的必要的“签名”。供应商同意并承诺不披露这些保密代码和/或密码，并将采取一切合理措施和保障措施防止其被泄露。与该等电子交易相关的附加条款可由双方签署单独的协议或其他许可协议。

29. SET OFF. Husqvarna shall be entitled to set off any amount owing at any time from Supplier to Husqvarna or any of its affiliated companies against any amount payable at any time by Husqvarna or any of its affiliated companies to Supplier.

29、抵消。对于富世华或其任何关联公司在任何时候应当向供应商支付的任何金额，富世华有权抵消供应商在任何时候尚未向富世华或其任何关联公司支付的任何款项。

30. GOVERNING LAW; ARBITRATION. The Purchase Order shall be governed and construed in all respects in accordance with the substantive laws of the jurisdiction in which Husqvarna entity's address on the Purchase Order is located, except that if Husqvarna is located in the United States then the Purchase Order shall be governed by and construed in accordance with the laws of the State of North Carolina, in each case without regard to such jurisdiction's principles of conflicts of laws. It is explicitly agreed that the United Nations Convention on the International Sale of Goods shall not apply to the transactions contemplated hereby. The trade terms under the Purchase Order shall be governed and interpreted under and by INCOTERMS 2010. Any dispute or claim arising out of or in connection with the Purchase Order, shall be resolved exclusively by submitting such dispute to binding arbitration pursuant to the applicable organization, rules and location set forth below, determined by reference to where Husqvarna's address is located, or if such country is not listed, "Sweden" shall apply. The arbitration shall be conducted, and the award shall be rendered, in the English language, and the arbitrator(s) shall be required to issue a reasoned written decision with respect to any determination. The arbitrator(s) shall be empowered to award money damages but shall not be empowered to award punitive, exemplary, treble or consequential damages and shall have no power to decide any dispute except as between the Parties to the Purchase Order. The fees of the arbitrator(s) shall be divided equally between the Parties, and, subject to any other applicable provision of the Purchase Order, each Party shall bear all of its own remaining costs of the arbitration, including attorney fees. Notwithstanding the foregoing, to the extent possible and permissible under applicable law, each party shall always be entitled to initiate proceedings with local courts and other relevant authorities in any country in order to (i) protect its intellectual property, (ii) protect its tooling, or (iii) seek immediate equitable or injunctive relief.

30、适用法律；仲裁。采购订单受采购订单所注明的富世华实体的地址所在地的实体法管辖并按其解释。但是，如果富世华位于美国，则采购订单应当受北卡罗莱纳州的法律管辖并按其解释。不论是以上任何情形，均不考虑法律冲突原则。双方明确同意，《联合国国际货物销售合同公约》不适用于本文件项下所预期的交易。采购订单项下的贸易条款应当按照 INCOTERMS 2010 版进行解释。因采购订单产生的或与之相关的任何争议或索赔必须按照下文所规定的适用机构、规则和地点提交给具有约束力的仲裁机构，仲裁机构位于富世华地址所在地；如果没有注明，则应提交给“瑞典”的仲裁机构。仲裁语言采用英语，仲裁员应当以书面形式出具仲裁裁决。仲裁员有权对金钱损害赔偿作出裁决，但不得作出惩罚性、惩戒性或间接性的损害赔偿裁决。此外，除了双方之间的有关采购订单的任何争议，无权就任何其他争议作出裁决。仲裁员费用由双方均摊，并且在符合采购订单的任何其他规定的前提下，各方应自行承担发生的其余的仲裁费用，包括律师费。尽管有上述规定，在适用法律可行及允许的前提下，各方始终有权向当地法院和任何国家的其他相关当局提起法律程序，以便（i）保护其知识产权，（ii）保护其工装，或（iii）寻求立即的衡平救济或禁令救济。

Sweden 瑞典	Germany 德国	USA 美国	Brazil	China (P.R.C.) 中国	Japan 日本
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Location of Arbitration 仲裁地点	Stockholm 斯德哥尔摩	Frankfurt am Main 美因河畔法兰克福	Charlotte, N.C. 北卡罗来纳州夏洛特	City of São Paulo, State of São Paulo 巴西圣保罗市	Beijing 北京	Tokyo 东京
Arbitral Organization/ Rules 仲裁机构/规则	Rules of the Arbitration Institute of the Stockholm Chamber of Commerce 斯德哥尔摩商会仲裁院规则	Arbitration Rules of the German Institution of Arbitration e.V. (DIS) 德国机构仲裁规则	American Arbitration Association (“AAA”); Commercial Arbitration Rules. 美国仲裁协会 (“AAA”)：商事仲裁规则。	FIESP (Federation of the Industries of the State of São Paulo) 圣保罗州工业联合会	China Int’l Economic and Trade Arbitration Commission; CIETAC rules (Beijing) 中国国际经济贸易仲裁委员会; CIETAC 规则 (北京)	Japan Commercial Arbitration Association, Commercial Arbitration Rules 日本商事仲裁协会商事仲裁规则
	UK (United Kingdom) 英国	Poland 波兰	Czech Republic 捷克共和国	Norway 挪威	Italy 意大利	
Location of Arbitration 仲裁地点	London 伦敦	Warsaw 华沙	Prague 布拉格	Oslo 奥斯陆	Milan 米兰	
Arbitral Organization/ Rules 仲裁机构/规则	LC 伦敦国际仲裁院仲裁规则 IA Arbitration Rules	Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw 波兰华沙商会仲裁法庭规则	Rules of Arbitration Court attached to the Czech Chamber of Commerce and Argicultural Chamber of Commerce of the Czech Republic 捷克共和国商务部捷克商会和农林牧渔业总产值商会仲裁法院规则	Rules of Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce 奥斯陆商会仲裁及争议解决机构规则	The Arbitration Rules of the Chamber of Commerce of Milan 米兰商会的仲裁规则	

31. MISCELLANEOUS. (a) The Purchase Order may be amended by a document signed by each of Husqvarna and Supplier; (b) the Purchase Order may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior consent of the other party (provided, that Husqvarna may assign the Purchase Order to any other Husqvarna Group company); (c) any claims for payment by Supplier against Husqvarna shall be brought within one (1) year of the date the claim first arose, or will be barred forever, (d) the waiver by a party of any breach or violation of any provision of the Purchase Order shall not operate or be construed as a waiver of any subsequent breach or violation hereof; (e) all remedies in the Purchase Order are cumulative and without prejudice to any other remedies or claims that either party may have under applicable law; (f) in the event the Purchase Order (or any part thereof) is written in both English and a language other than English, both versions shall be equally valid; provided, that in the event of a conflict, the English version shall prevail; and (g) if any provision or any portion of any provision of the Purchase Order is held to be void or unenforceable, the remaining provisions of the Purchase Order and the remaining portion of any provision held void or unenforceable in part shall continue in full force and effect.

31、其他规定。(a) 富世华和供应商可以签署一份文件修订采购订单；(b) 未经另一方的事先同意，任何一方均不得转让、质押或以其他方式让与采购订单（但是，富世华可以将采购订单转让给富世华集团的任何其他公司）；(c) 供应商对富世华提起付款索赔的，应当在索赔原因出现后的一（1）年内提起，逾期不得再提起索赔；(d) 一方放弃另一方对采购订单的任何规定的任何违反或违约的，不得解释为对该规定的任何后续违反或违约的放弃；(e) 采购订单项下的所有救济是累积的，并且不损害另一方在适用法律项下可享有的任何其他救济或索赔权；(f) 如果采购订单（或其部分）同时以英语和另一种语言书就，两种语言版本具有同等效力；但是，如果发生冲突，则以英语版为准；及(g) 如果采购订单的任何规定或其规定的任何部分被视为无效或不可执行，采购订单的其余规定和被视为无效或不可执行的，该规定的其他部分仍然具有充分的效力。