

采购通用条款和条件

GENERAL TERMS AND CONDITIONS FOR PURCHASE

Pearl Holding III Limited 及其子公司 Pearl Holding III Limited and Its Subsidiaries

《采购通用条款和条件》适用于 Pearl Holding III Limited 及其附属公司(以下简称“买方”)从我们的尊贵供应商购买的所有货品及/或服务。本合同通过向买方出售货物和/或服务,并通过接受本合同,在供应商和买方之间建立具有法律约束力的合同如下: The General Terms and Conditions governs all purchases of goods and/or services to Pearl Holding III Limited and its subsidiaries (hereafter called “Purchaser”) from our valued Supplier. By selling goods and/or services to Purchaser, and by accepting this Contract, this Contract creates a legally binding contract between the Supplier and Purchaser as following:

1. 标的 Object

本合同的标的为供应商依据相应规定提供给采购商的产品和/或服务。在本合同期内供应商应按本合同的要求提供订单中的产品和/或服务。The Object in this contract means Supplier delivers products and/or services to Purchaser pursuant to the terms and conditions herein. During the period of this contract, Purchaser shall, on the basis of this contract, deliver ordered products and/or services.

2. 价格条款 Price

2.1 供、需双方书面约定的产品和服务的价格条款,以采购订单为准。Both Purchaser and Supplier hereby agree to the price terms of the products and services through written agreement; nevertheless, the aforementioned shall be final confirmed by Purchase Order.

2.2 合同或订单中的总价应包含所订购产品的运费、包装费、装卸费等费用,以及所有与产品/服务相关的税,包括关税、增值税、消费税等。同时相关税种、税率和税金应在总价中单独列出。Total price of this contract or purchase order shall contain all reference fees with respect to products/services, including transportation fees, package fees, upload and download fees, etc. and all reference tax, including tariff, value added tax, consumption tax and etc. Meanwhile, the reference tax type, rate and amount shall be shown separately in total payment.

3. 订单 Purchase Order

3.1 订单：本合同的订单是指，采购商根据本合同约定向供应商发出的供货凭证。订单应包含如下信息：标的物、单价、总价、交货时间、数量等。Order: Order in this contract shall be the delivery certification that Purchaser sends to Supplier pursuant to this contract. Each Purchase Order shall contain the following information: Subject Matter, Unit Price, Total Price, Delivery Time, and Quantity.

3.2 订单为本合同不可分割的一部分与本合同享有同等效力。本合同与订单约定不一致的，以订单为准。Purchase Order shall be an integral part of this contract, and enjoy same legal effect of this contract. In case of any discrepancy between this contract and purchaser order, purchaser order shall prevail.

3.3 订单确认：供应商应按照采购商要求对采购商订单书面确认（传真件有效，且应由供应商授权代表签字并加盖与协议主体一致的公章或合同专用章）。经正式确认的订单的，对双方有约束力。Order Confirmation: Supplier shall, on the basis of Purchaser's requirement, send written confirmation to Purchaser (Facsimile shall be valid, and shall be signed and chopped, with the same company chop of this contract, by the authorized representatives of the Supplier). The final written confirmed Order shall be bind by the parties.

3.4 如供应商未在采购商所要求的时间内对订单进行书面确认，视为供应商拒绝本合同及其订单，采购商有权另行安排采购。If within the required time, Supplier doesn't send written confirmation to the Order, such Order shall be regard as rejected by Supplier and Purchase is entitled to make any arrangement of purchasing.

3.5 订单交货期：订单交货期以订单约定为准；除非采购商书面要求或同意，供应商的交货时间不得推迟。供应商迟延交货，采购商有权向供应商索赔：（1）每延迟交付1日向供应商索赔全部价款的1%作为违约金，但是最高不得超过全部价款的30%，否则采购商有权解除合同；（2）索赔包括但不限于律师费用、调查费、专业鉴定费、差旅费、食宿费等追索费；（3）除上述损失外，如有其他损失的，采购商有权继续索赔。Ordered Delivery Period shall be subject to the Order; except as otherwise required or agreed by Purchaser, delivery time shall never be postponed. In the event of late delivery, Purchaser shall be entitled to claim against Supplier: (1) 1% of total payment for each 1 delivery day as liquidate damages, however, the maximum penalty shall not exceed 30% of total payment, otherwise, Purchaser will reserve the right of termination; (2) Clime against Supplier the attorney's fees,

investigation fees, professional fees, trip expenses and food and accommodation fees; (3) except the aforementioned loss, if any other losses, Purchaser may has right to further claim.

3.6 订单终止: 由于市场变化或其他不可预测因素导致采购商对产品需求发生变化, 采购商有权根据实际情况减少订量或要求推迟发货; 但是供应商如随意终止订单, 必须征得采购商的书面同意并赔偿因此给采购商造成的损失, 具体相关事宜由双方协商确定。Order Termination, due to the market floating or any other unforecastable matter, Purchaser may vary its requirement from time to time, reduce the ordered quantity or delay the delivery; however, except as otherwise written consent by Purchaser, Supplier shall not randomly terminate any order; or any loss due to the termination shall be compensated by Supplier.

4. 交货 Delivery

4.1 交货: 本合同的交货是指将产品交到生效订单中规定的交货地点, 与采购商或采购商书面指定的收货人办理交货手续。除非订单另有约定, 本合同默认交货地为本合同采购商地址; 采购商拒绝一切形式的所有权保留内容。Delivery: Delivery in this contract means deliver Products to the place of delivery designated by the effective Order, and transit such Product to Purchaser or the Consignee designated by Purchaser. Except as otherwise agreed in Purchase Order, the default delivery place herein is Purchaser's contract address; Purchaser will reject any type of title retention.

4.2 供应商应按照采购商要求于交货前 48 小时通知采购商有关交货的详细信息。供应商应制作送货单, 送货单应注明货物名称、规格、单价、数量、和总价; 同时供应商还应提供一切与产品或服务相关的技术资料、图纸及其他相关信息。Supplier shall, within 48 hours in advance, inform Purchaser of specific delivery information. Supplier shall make Delivery Slip, which shall contain Product Name, Specification, Unit Price, Quantity and Total Price; except the aforementioned, Supplier shall also provide all technical documentation, diagram, drawing and another information referred to the products or services.

4.3 供应商必须满足生效订单中交货的要求, 按时交货。当采购商要求提前交货时, 供应商应采取适当的措施, 在不增加采购商费用的前提下, 努力满足交货要求。Supplier shall fully meet the requirement of the valid Order, deliver on time. Under the requirement of early delivery, Supplier shall, to the extent of without increasing Purchaser's costs or expenses, adopt properly measures to satisfy the delivery requirement.

5. 收货及检验 **Receive and Inspection**

5.1 采购商收到供应商提供的产品后应当核对产品名称、数量、包装等并由采购商在送货单上签字；采购商在送货单上的签字，不视为对产品的最终验收。收货确认后发生的合同产品的损毁、灭失由采购商负责；但供应商应对由于其自身或产品固有的原因造成的损坏或灭失承担全过程的责任。Purchaser should check out the Products, Quantity and Package at the time of receiving and sign on the delivery note; however, any signature on delivery note shall not regard as final acceptance of Products. Purchaser shall be responsible for any damages or losses of the Products after receive signature; nevertheless, Purchaser shall not be responsible for any damages or losses by the reason of Products nature or ruined by insight defective.

5.2 最终验收：除非订单另有约定，最终验收应在供应商将合同产品送至采购商或采购商指定的收货人后 10 个工作日内办理完毕，无正当理由逾期视为采购商已对产品检验确认；采购商的最最终验收并不免除供应商对所供货物应承担的瑕疵担保责任。Final Acceptance: except as otherwise agreed in Purchase Order, final acceptance process shall be made within 10 working days after the Products delivered to Purchaser or designated by Purchasers, overdue without any reason shall be deemed as final acceptance. Purchaser's final acceptance shall not deem as Supplier's free from liability for warranty of defects.

5.3 供应商在产品最终验收合格后应立即开具真实有效合法的发票，并送至采购商或采购商指定收票人。Supplier shall, after final acceptance, issue authentic, effective and legal invoice, and deliver it to Purchaser or designated by Purchaser.

6. 付款 **Payment**

6.1 合同产品到达采购商并经采购商最终验收合格（以采购商书面确认为准）后，双方根据本合同及订单办理付款手续。Payment shall be made on the basis of this contract and purchase order, after the final acceptance of the Products (subject to Purchaser's written confirm).

6.2 付款方式，供、需双方同意以下的方式选择付款 Payment Terms, the parties agree to adopt the following ways as payment terms:

除非订单另有不同付款条款规定，采购商在收到符合要求的供应商发票并已经入账后的次月一日起 30 日内，且产品以及所有发货单据已经发出，并且不存在任何质量和数量问题的情况下，一次性全额支付货款； Except as otherwise agreed in Purchase Order,

lump-sum payment shall be made within 30 days after invoice received by Purchaser, and products together with all delivery bills has been delivered and without any quality or quantity problem.

7.培训和服务 Training and Service

7.1 培训: 供应商承诺对采购商的相关人员免费给予必要的技术培训, 为采购商合同产品的售前/售中/售后服务提供技术支持, 直至采购商人员掌握相应技术为止并协助采购商为客户提供满意的服务。Training: Supplier undertakes the necessary free technical training or technical support for the pre-sale, on-sale and after-sale of the contract products for reference employees of Purchaser until such employees catch the ability and the parties hereof together to provide the satisfactory services to the Purchaser's customer.

7.2 保修期: 供应商承诺对其提供的产品, 自最终验收之日起提供 2 年的质保服务, 在此期间内由供应商免费对产品提供维修、更换、维护、软件升级等服务; 如因采购商人为原因造成的故障, 仍由供应商提供维修服务, 并以成本价向采购商索要维修费。Warranty Period: Supplier undertakes to provide free maintenance, repair, replace and software upgrade services during the two years' warranty period from the date of final acceptance for its products provided; if such failure of the products caused by Purchaser itself, Supplier shall also provide repair service and be entitled to request service fees on the basis the cost price.

7.3 保修期后的服务: 保修期满后, 供应商应按照商务协议/订单的要求继续提供保修期后的服务, 供应商只收取合理的材料费及人工费; 如供应商怠于履行上述服务, 采购商有权向供应商索赔由此给采购商造成的损失, 索赔范围以本合同 9.3 内容为准。Service after Warranty Period: After warranty period, Supplier shall, in accordance with the agreement / order, continue to the after service; any failure for the performance of such services of Supplier, Purchaser shall be entitled to claim against any losses caused by Supplier, such claim is subject to the scope of Section 9.3.

8.包装 Package

8.1 除非采购商指定特殊的包装方式, 包装物应由供应商提供并自费用, 包装物必须满足采购商要求, 供应商应保证所提供的包装物符合运输、产品安全的要求。Except as otherwise specially required by Purchaser, package shall be at Supplier's expenses; however, the package shall be meet the Purchaser's requirement, especially the requirement of transportation and product safety.

8.2 供应商应采用合理的安全措施，妥善包装货物，达到防潮、防湿、防震、防尘等要求，供应商应对未采取适当充分的包装保护措施而造成的任何损失负责。Supplier shall adopt properly safety measure package the products to avoid humidity, moisture, quake and dust; Supplier shall be responsible for any failure due to the improper package.

9. 品质条款 Quality

9.1 技术规范：供应商保证按照本合同和/或订单中的相应要求，包括技术规范、质量保证协议、相关标准等向采购商提供产品和服务；供应商提供的所有产品均必须通过采购商的检验，方为采购商所接受，否则，采购商有权予以拒收；Technical Specification: Supplier warrants that all its products and services shall meet the requirement of this contract and/or purchaser order, including technical specification, quality agreement and reference standard. All delivered products without prior examination shall not be accepted by Purchaser.

9.2 缺陷产品的处理：供应商应对有缺陷的产品承担责任，供应商应根据采购商的要求进行修理、返工、更换、直至退货，退货的同时退回货款或在采购商向供应商付款时进行相应抵扣；如采购商出现其他损失的，供应商应予以补偿。Defective Products: Supplier shall be responsible for the defective products; under the instruction of Purchaser, Supplier shall repair, rework, replace, or even withdraw; simultaneously, such costs or losses shall be refunded from the payment that was already paid or offset from the due payment when reference payment will be made; despite of the aforementioned, if any other losses occurs to Purchaser, Supplier shall also compensate.

9.3 费用：由上述 9.2 的缺陷产品/服务而导致的索赔费用，包括但不限于与此相关的故障诊断、产品的修理、挑选、替换、人员管理费、差旅费、食宿费直至律师费、调查费、鉴定费及法庭裁判费等费用由供应商承担。Costs and Expenses: costs and expenses due to the defective products/services subject to Section 9.2, include without limitation to the reference fault diagnosis, products repair, sort, replace, management fee, trip fees, food and accommodation fees or even attorney's fees, investigations, professional fees and judgement fees, shall be borne by Supplier.

9.4 供应商提供的产品应通过出厂测试和检验，并向采购商提供质量合格证书。All products supplied by Supplier shall exercise factory examination and provide to Purchaser the quality certification.

10. 知识产权及保密条款 Intellectual Property & Confidentiality

10.1 本合同所指的知识产权，权利人对其所创作的智力劳动成果所享有的财产权利，知识产权包括但不限于专利权、商标权、著作权、集成电路布图设计权等。供应商承诺其所提供的产品/服务，不得侵犯任何第三方的专有权利或知识产权，如采购商因使用供应商产品而造成对第三方知识产权的侵犯，由此对采购商造成的全部损失，由供应商承担。Intellectual Property hereof means, the Oblige enjoys the whole property rights of the intelligence results that he created. The Intellectual Property rights include but not limited to patent, trade mark, copyright and layout designs of integrated circuits, etc. Supplier guarantee that all its products/services will not infringe any proprietary right or intellectual property right of any third party, and shall be further responsible for any losses that caused by its infringement to the third party, in any case of using such products/services of Purchaser.

10.2 供应商同意对交易过程中所知悉的采购商的全部信息或与本交易相关的信息承担保密义务，未经采购商书面同意，不得向任何第三方披露与本合同相关的所有信息，上述信息包括但不限于：交易价款、支付方式，向采购商提供的产品的规格、数量、质保以及采购商单独要求的技术参数等信息。Supplier agrees to bear the duty of confidentiality to all the information of Purchaser or all the information related to such transaction hereto; without prior written consent of Purchaser, Supplier will not disclose such information related hereof to any third party, such information including but not limited to trade price, payment terms, products delivered specifications, quantity, warranty or technical data specially requested by Purchaser.

11. 非竞争及非招揽条款 Non-Competition and Non-Solicitation

11.1 供应商同意在本协议期内，本协议终止或期满后的连续 48 个月内，它不会征求买家的任何客户端业务亚洲或全球范围内的供应商执行本协议下服务购买也不会与买家提供服务的种类和性质供应商执行购买按照工作指令或工作指令。供应商进一步同意，本协议的非竞争和非招揽条款对于保护采购商的合法商业利益是必要的，包括但不限于采购商的机密商业或专业信息和商业秘密、采购商与其客户、供应商和供应商之间的关系以及采购商的商誉。Supplier agrees that during the term of this Agreement and for 48 consecutive months after the termination or expiration of this Agreement, it will not solicit business from any client of Purchaser in the Asia or global scale in which Supplier performs services for Purchase under this Agreement nor will it compete with Purchaser in the provision of services of the kind and nature Supplier performs for Purchase pursuant to the Purchase Order or Purchase Orders. Supplier further agrees that the non-competition and non-solicitation provisions of this Agreement are necessary to protect Purchaser's legitimate business interests, including, without limitation, the confidential business or professional information and trade secrets of Purchaser, the relationships between Purchaser and its clients, vendors and Suppliers,

and the goodwill of Purchaser.

11.2 订约供应商进一步同意，本第 11 条的 48 个月期限和地域限制是合理的，无论通过禁令救济、损害赔偿或其他方式，本条款的执行绝不违反公共利益、社会安全。如果有管辖权的法院认定本规定的时间或地域限制无效，法院可以设定不同的时间或地域限制，双方同意遵守法院的命令。Supplier further agrees that the 48-month duration and geographical limitations of this Section 11 are reasonable, and enforcement of this provision, whether by injunctive relief, damages or otherwise, is in no way contrary to the public health, safety and welfare. In the event a court of Competent Jurisdiction determines that either the time or geographical limitations of this provision are invalid, the court may establish different time or geographical restriction, and the parties agree to comply with the court's orders. The parties acknowledge and agree that Supplier's breach of this provision will result in irreparable injury to Purchaser not capable of being measured by money damages, and Purchaser does not have an adequate remedy at law to redress such injury.

11.3 双方承认并同意，供应商违反本条款将对采购商造成无法用金钱赔偿来衡量的不可弥补的损害，且采购商在法律上没有足够的补救措施来弥补这种损害。因此，如果存在违反或威胁违反本协议第 11 条的情况，采购商有权寻求并获得禁令救济，而无需提供担保，以执行供应商的非招标和非竞争协议。供应商同意向采购商支付与采购商执行行动有关的所有费用和开支，包括在审判和上诉法院的律师费用。本条款不限制采购商因订约供应商违反本节而享有的任何其他权利和法律上的救济。Thus, in the event there is a breach or threatened breach of this Section 11 of this Agreement, Purchaser shall be entitled to seek and obtain injunctive relief without the posting of a bond in order to enforce the Supplier's non-solicitation and non-competition agreement. Supplier agrees to reimburse Purchaser for all costs and expenses, including attorney's fees at the trial and appellate levels court, in connection with Purchaser's enforcement action. This provision does not limit any other rights and legal or equitable remedies available to Purchaser on account of Supplier's breach of this Section.

12 合同变更和解除 **Contract Variation and Termination**

12.1 经双方协商一致，可变更本合同的部分内容，变更的内容以合同附件形式体现，由双方授权代表签字并盖章确认，以变更后的内容为准。After the consultation of the parties hereto, some part of this contract may be varied; such variation to this contract shall be subject to the Annex, be signed and chopped by the authorized representatives, and will be bind by the parties.

12.2 任何一方如果出现以下情形，另一方有权立即单方解除本合同：Any party may unilaterally terminate this contract, under the following circumstances of the other party:

(1) 迟延履行合同，导致另一方的合同目的不能实现的；或者一方迟延履行合同，经另一方催告后 10 天内仍不履行的；Delay in contract performance of one party, which leads to failure for the contract purpose of the other party; or otherwise, delay in performance of one

party, still fails to perform after 10 days demand of the other party;

(2) 已提出破产申请或被他人提起破产申请的; File for bankruptcy or be filed for bankruptcy by others;

(3) 经营状况严重恶化; Operation conditions seriously deteriorated;

(4) 有转移财产、抽逃资金, 逃避债务的行为; Transferring assets, withdrawing funds or evade debts;

(5) 丧失商业信誉; Lose goodwill.

12.3 解除合同并不影响守约方对违约方造成的损失进行索赔的权利。The termination of this contract will not affect the right of loss claim of the observant party to the breaching party.

13. 违约责任 Liability of Violation

13.1 保证责任: 当供应商提供的产品达不到本合同保证条款的要求时, 采购商可选择要求供应商自行承担费用修理、更换、重做、退货, 减少或者退还货款, 采购商因此而遭受的损失, 采购商有权以参考 9.3 的约定费用向供应商索赔。Warranty Obligations: When the delivered products don't meet the requirement of Warranty clause, Purchaser may at its option request Supplier at Supplier's cost to repair, replace, rework, return, or even reduce or refund the payment; in case of other losses, Purchaser shall be entitled to claim against Supplier subject to Section 9.3.

对缺陷产品供应商应在采购商通知规定的时间内取走; 若在规定时间超过后, 供应商仍未取走货品, 采购商可用供应商费用将货品返还, 委托保管或变卖后抵偿保管费, 在此期间因丢失、坏损、减量、变质造成的损失由供应商承担。Supplier shall take away the defective products within the requested period of Purchaser; in case of any failure for taking away; Purchaser will, at the cost of Supplier, return the products to Supplier, trust to the third party or sell out; during such processing period, any loss, damage, reduce, or deterioration will at the cost of Supplier.

13.2 供应商在提供维修服务过程中, 如未按双方约定的时间将返修的故障件送至采购商指定地点, 则供应商应向采购商承担违约责任。During the repair service, if Supplier failure for complete the repairing and deliver the repaired parts to the designated place within the agreed time, Supplier shall bear violation liability to the Purchaser.

13.3 因产品包装不符合合同规定，如有必要，供应商应当重新包装，并承担费用；采购商不要求返修或重新包装而要求赔偿损失的，供应商应当偿付采购商该不合格包装低于合同标准包装的价值部分。因包装不符合合同规定造成产品损坏或灭失的，供应商应负责赔偿。If the package cannot meet the requirement of contract purpose, Supplier shall, if necessary, repackage at the cost of Supplier.

13.4 如供应商发生任何违反本协议 11 条款约定的非竞争和非招揽限制的行为，采购商有权要求供应商立即赔偿 100 万美元作为违约金。但此违约金的索偿并不影响采购商依法追偿因此行为产生的其他任何损失，包括但不限于采购商因此流失客户导致可预期利润损失等。In the event of any breach by the supplier of non-competition and non-solicitation restrictions as set forth in article 11 of this agreement, the purchaser shall have the right to require the supplier to pay immediately \$1 million as liquidated damages. However, the claim for liquidated damages shall not affect any other loss caused by the buyer's legal recourse, including but not limited to the loss of customer caused by the buyer's loss and the loss of expected profit.

14. 不可抗力 Force Majeure

14.1 不可抗力：是指不能预见、不能避免并不能克服的客观情况，包括但不限于：天灾、水灾、地震或其他灾难，战争或暴乱，以及其他在受影响的一方合理控制范围以外且经该方合理努力后也不能防止或避免的自然灾害或社会异常事件。Force Majeure as referred to in this contract means unforeseeable, unavoidable and insurmountable objective conditions; which contains including but without limitation to act of god, flood, earthquake or other disasters, war or riot, or any other disaster or social unusual events that out of the reasonable control of the affected party or cannot be prevented or avoided even after reasonable efforts by one party.

14.2 受不可抗力影响，不能履行合同或延迟履行合同的一方可视不可抗力的实际影响部分或全部免除违约责任。但受不可抗力影响的一方应在可能的情况下立即通知对方，并在不可抗力发生后 10 日内特快专递邮寄相关的主管部门签发的证明文件，以便其他各方审查、确认。Under the influence of Force Majeure, the party cannot perform the contract or delay perform shall be partially or wholly free from violation on the basis of actual influenced. Nevertheless, the party of affected by Force Majeure shall timely notify the other party, and within 10 days of Force Majeure occurs use EMS send to the other party the Force Majeure evidence signed by the reference government for confirmation use.

14.3 受不可抗力影响的一方应采取一切可能的措施，使自身或对方可能遭受的损失

降低的最低；未受不可抗力影响的一方有权采取一切可能的措施，直至解除合同，以免使自身遭受重大损失，并不承担任何责任。The party affected by Force Majeure shall take all efforts to make the loss of itself or the other party as lowest as possible; the unaffected party has the right to take all possible measures, or even terminate this contract, to avoid massive loss of itself, without any liability.

15.环境保护 Environment Protection

供应商应遵守关于与自身产品相关之环境保护方面的所有当前生效的或随时颁布的法定责任和要求。供应商应基于确保环保之目的而对其产品和生产工艺执行连续筛查，并且应确保其产品在使用寿命终结时能够以环保的方式进行处置。供应商应确保，其产品、生产工艺、包装和所有物流方案所消耗的自然资源都是尽可能少的，并且应避免使用危险或可能会对环境造成不利影响的材料。Supplier shall be compliance with the applicable environmental laws or reference laws enacted from time to time with respect to the products provided. Supplier shall, on the purpose of environment protection, continuously examine its products and technical process, and ensure that the deliveries can be disposed through environmental process at the end of the service life of its products. Supplier further commits that its products, process, package and all logistic solutions shall be as lower in consumption of the nature resources as possible, and meanwhile avoid suing hazardous materials or the material might have bad effect to the environment.

16. 反腐败法律合规 Compliance with Anti-Corruption Law

16.1 供应商确认，采购商的政策要求必须时刻遵守《美国反海外腐败法》（“FCPA”）和当地法律法规的国家，供应商将有关本协议的任何方面的提供或支付金钱或其他物品价值的政府雇员。除此之外，《反海外腐败法》禁止支付，或提供或承诺支付，任何有价值的东西，现金、礼物，晚餐，和旅行或其他费用或政府雇员的利益为目的的影响说代理行使员工公务或获得不正当的优势与代理的公务的性能。供应商同意严格遵守，同时亦应要求任何代表供应商的人严格遵守FCPA。Supplier acknowledges that Purchaser’s policies require that it must comply at all times with the United States Foreign Corrupt Practices Act (“FCPA”) and the local laws and regulations of the countries in which any aspect of this agreement will take place relating to the offer or payment of money or other items of value to government employees. Supplier acknowledges that, among other things, the FCPA prohibits the payment of, or offer or promise to pay, anything of value—for example, cash, gifts, dinners, and travel or other expenses—to or for the benefit of a government employee for the purpose of influencing said agent in the exercise of the employee’s official duties or otherwise to obtain an improper advantage in relation to the performance of the agent’s official duties. Supplier

agrees to strictly comply, and to require that any person acting on the Supplier's behalf strictly comply, with the FCPA.

16.2 在本合同的任何方面或涉及采购商的任何其他交易中，供应商及其雇员和代理均未提供或制造，也不会提供或作出任何被禁止的付款。供应商也将按照采购商《反海外腐败行为条例》（“政策”）的规定，以及反贿赂、书籍和《反海外腐败法》的规定，遵守采购商的政策。 In connection with any aspect of this Contract or any other transaction involving the Purchaser, the Supplier and its employees and agents have not offered or made and will not offer or make any prohibited payment. Supplier also will comply with the Purchaser's policies as set forth in Pearl's Foreign Corrupt Practice Act Policy (the "Policy"), as well as the anti-bribery and books and records provisions of the FCPA.

16.3 供应商承认其未能严格遵守政策，《反海外腐败法》，或其他反腐败法律有关付款的钱或其他物品价值的政府雇员合同将构成重大违约，采购商有权立即解除合同，并不对供应商承担无论是合同或者侵权上的任何责任。Supplier acknowledges that its failure to strictly comply with the Policy, the FCPA, or other anti-corruption laws relating to the payment of money or other items of value to government employees will constitute a material breach of the Contract, enabling Purchaser to immediately terminate the Contract without liability to Supplier, whether in contract or tort or otherwise.

16.4 供应商同意，如发现任何供应商代表违反了该政策、《反海外腐败法》或其他反贪污法律，即使供应商认为该侵权行为是不重要的，也应立即通知采购商。如果供应商曾直接或间接收到任何采购商的雇员或代表的要求，而供应商认为该要求或可能构成违反FCPA或其他适用的法律，供应商必须立即通知采购商的联系人。Supplier agrees to notify Purchaser immediately if Supplier discovers that it, or any person acting on the Supplier's behalf, has violated the Policy, the FCPA or other anti-corruption laws even if Supplier regards the violation as immaterial. Should the Supplier ever receive, directly or indirectly, a request from any Purchaser's employee or representative that Supplier believes will or might constitute a violation of the FCPA or other applicable law, Supplier must immediately notify the Purchaser's contact person.

16.5 供应商承认已收到并审查了采购商的政策，并有机会与采购商讨论供应商与该政策有关的任何问题或问题。供应商同意结束后的45天内，本合同已生效的全部或任何部分，或在采购商不时的要求下，它和它的员工和代理商主要负责与采购商接触或呈现实质性的服务根据本合同，将对采购商的《反海外腐败法》的认证形式证明，附录A的政策，并遵守本条款的声明与保证，在时间期间涉及的认证。Supplier acknowledges that it has received and reviewed the Purchaser's Policy, and has had an opportunity to discuss with Purchaser any questions or concerns Supplier has relating to the Policy. Supplier agrees that within 45 days after the end of each calendar year during which this Contract has been in effect (for all or any portion of that year), or more frequently at the request of Purchaser, it and its employees and agents primarily responsible for this engagement with Purchaser or rendering substantial services under this Contract, will certify on the Purchaser's FCPA certification form, Appendix A of the Policy, and have complied with the representations and warranties in this Clause, during the time period covered by the certification.

16.6 供应商同意,所有发票或供应商提交给采购商的付款方式将被详细列明,并将包含足够的细节,以使采购商能够确定或代表供应商所提供的费用或服务的目的。供应商进一步同意在采购商的要求下提供额外的细节。Supplier agrees that all invoices or other bills Supplier submits to Purchaser for payment will be itemized and will contain sufficient detail to enable Purchaser to determine the purpose of the cost expended or service provided by or on behalf of Supplier. Supplier further agrees to provide additional detail at the request of Purchaser.

16.7 采购商和其代表有权在任何时候,要求,审查和审计,在采购商的承担费用的情况下,审查供应商的财务记录,包括供应商的银行账户记录和账户在任何其他国家的金融机构,以满足采购商,在其唯一和独家的自由裁量权,没有违反采购商的FCPA的政策,《反海外腐败法》,或任何其他可适用的反腐败法律。供应商理解并同意,如果供应商拒绝按照采购商的要求提供足够数量的文件和记录,采购商有权利立即终止与供应商之间的任何协议。Purchaser and its representatives shall be entitled, at any time, to request, review and audit, at Purchaser's expense, those books and financial records of Supplier, including records of the Supplier's bank accounts and accounts at other financial institutions in any country sufficient to satisfy Purchaser, in its sole and exclusive discretion, that no violation of the Purchaser's FCPA policy, the FCPA, or any other applicable anti-corruption laws has occurred or may be occurring. Supplier understands and agrees that refusal to comply promptly with the Purchaser's request to furnish such sufficient books and records shall entitle Purchaser to terminate any and all agreements between Purchaser and Supplier.

16.8 如前所述,采购商的审计权利在本合同终止时不会终止。采购商将享有上述的审计权利,直至《反海外腐败法》或相关的法律法规或有关向政府雇员支付金钱或其他价值项目的相关法律和法规不再有任何法定责任。The Purchaser's audit rights, as described above, do not expire at the termination of this Contract. Purchaser will have the audit rights described above until there is no longer any statutory liability under the FCPA or applicable laws and regulations relating to the payment of money or other items of value to government employees.

16.9 在未经采购商事先书面同意的情况下,本合同项下的供应商不得向任何第三方转让、转让或转包给任何第三方的权利或义务。除非事先得到采购方的书面批准,否则供应商不会直接或间接地向任何第三方强制购买。No rights or obligations of, or services to be rendered by, Supplier under this Contract shall be assigned, transferred or subcontracted to any third party without the prior written consent of Purchaser. Supplier will not directly or indirectly obligate Purchaser to any third party, except with the prior written approval of Purchaser.

17.冲突矿产合规 Conflict Minerals Compliance

17.1 供应商担保及承诺,完全遵守冲突矿产相关法律。包括,但不限于,2010年多德-弗兰克华尔街改革和消费者保护法案的1502章节,及其不时修订和任何法规、规则,

与之相关的决定或命令采用美国证券交易委员会或继任者的政府机构负责采用与之相关的法规(以下统称“多德-弗兰克法案 1502 条款”)。Supplier represents and warrants that it is in full compliance with conflict minerals laws, including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 as it may be amended from time to time and any regulations, rules, decisions or orders relating thereto adopted by the Securities and Exchange Commission or successor governmental agency responsible for adopting regulations relating thereto (collectively, "Dodd-Frank Section 1502").

17.2 供应商必须配合采购商,并向采购商和/或其代理人提供材料声明,以确定产品中所有物质的来源和数量。Supplier must cooperate with Purchaser to make available to Purchaser and/or its agents, material declarations that identify the sources of and amount of all substances contained in the Products.

17.3 除非采购商明确书面同意某一特定产品可能含有某一特定材料,否则供应商还将提供一份声明,说明该产品不包含适用法律法规中存在争议的各种材料。Unless Purchaser specifically agrees in writing that a particular Product may contain a particular material, Supplier will also provide a statement that the Products do not contain various materials at issue in applicable laws and regulations.

17.4 供应商必须声明每种产品符合所有适用的危险物质法规,并识别任何被禁止或必须根据适用法律声明的物质。此外,订约供应商将尽商业上合理的努力提供支持该声明的文件。Supplier must declare each Product's compliance to all applicable hazardous material legislation and identify any substances that are banned or must be declared under applicable laws. In addition, Supplier will use Commercially Reasonable Efforts to make available documentation that supports the declaration.

17.5 在不限限制前述通用性的前提下,供应商同意,根据供应商的要求及询问,在其已知或可知的范围内,向供应商披露供货产品中所有矿物的原始来源。Without limiting the generality of the foregoing, Supplier agrees to disclose to Purchaser, upon Purchaser's request, to the extent known or discoverable by Supplier following reasonable inquiry, the original source of all minerals contained in the Product.

17.6 如果供应商不知道矿物的原始来源,供应商同意与采购商合作,包括披露供应商从谁处购买了矿物,并敦促其他人披露这些信息,以便准确确定和报告矿物的原始来源。If Supplier does not know the original source of the minerals, Supplier agrees to cooperate with Purchaser, including disclosing from whom Supplier purchased the minerals and urging others to disclose such information, so that the original source of minerals can be accurately determined and reported.

17.8 供应商应遵守所有关于矿物采购的法律,包括但不限于禁止从战斗人员控制的矿山采购矿物的法律,以及多德-弗兰克法案第 1502 条。Supplier shall comply with all laws regarding the sourcing of minerals, including, without limitation, laws prohibiting the sourcing of minerals from mines controlled by combatants and Dodd-Frank Section 1502.

17.9 在无需任何进一步考虑的情况下，供应商向采购商合理要求进行配合，以履行其根据冲突矿产法(包括但不限于多德-弗兰克法案第 1502 条) 可能承担的任何义务。Without any further consideration, Supplier shall provide such further cooperation as Purchaser may reasonably require in order to meet any obligations it may have under conflict minerals laws, including, without limitation, under Dodd-Frank Section 1502.

18 其他条款 Miscellaneous

18.1 修订：本合同的任何修改应由双方授权代表签字并盖章，该修改文件是本合同不可分割的组成部分。Modification: this contract shall only be written revised by the authorized representatives; any revise hereto shall be an integral part of this contract.

18.2 转让：未经对方事先书面同意，任何一方不得将本合同的部分或全部分包、转让给其附属机构或任何第三方。Transfer: Except as otherwise written consent by one party, any party may not transfer any part of whole part of this contract to any affiliates or any third party.

18.3 合同份数：本合同一式两份，双方各执一份，有同等的法律效力。Contract Copies: this contract was made in duplicate, either of which shall be hold by one party and enjoy the same legal effect.

18.4 供应商须确保供应商人员在采购商场所进行服务时遵守采购商的有关规定。Supplier ensures that all its personnel obey reference rules of Purchaser in providing service in Purchaser's site.

18.5 部分失效：如果本合同的任何条款被合格的司法机关裁定在某些方面不可执行，且这种不可执行性不会对双方在本合同中的权利造成实质性的影响，则本合同的其他条款继续有效。Severability: in case of any clause of this contract is judged unenforceable in some ways by any eligible juridical authorities, and such unenforceable will not substantially affect the contract rights of the parties hereto; the remaining clauses of this contract shall not be affected and remain in full force.

18.6 弃权：任何一方对另一方不履行本合同的义务和责任的某些事件放弃追究不视为放弃该权利，并且不视为放弃对以后发生的事件放弃追究。Waiver: failure for the accountability to the un-performance of contract rights or obligations of any party shall neither be regarded as such claiming right is waived by another party, nor be regarded as such waiver for the following similar event.

18.7 本合同以下条款在本合同终止以后仍然有效：保证条款、违约责任条款、知识产权及保密条款、非竞争及非招揽条款、法律适用条款、管辖条款。The following clauses shall be remained in effect after the termination of this contract: Warranty Clause, Violation Clause, IP & Confidentiality, Non-Competition and Non-Solicitation, Applicable Laws, Jurisdiction.

18.8 信息传递：当一方的有关基本信息发生变化（如地址、帐号、法定代表人等），可能对双方的合作产生影响时，应将变化信息立即书面通知另一方。任何一方给另一方的通知都应以书面形式包括传真或电子邮件的形式传递。Information Delivery: one party shall, in case of its variation of some basic information (such as main domicile, account No., legal representative and etc.) and such variation will probably affect the cooperation of the parties hereof, timely notify the other party with written notice. Any notification from one party to another shall be in written, including facsimile or email.

18.9 本合同的签署只是为双方合作提供法律依据。供、需双方仍是独立法人，仍可继续在各自政府授权的经营范围之内开展其合法经营活动。供、需双方并未通过本协议的签署而在相互间建立任何合伙、联营、代理、信托等关系，并且供、需双方也无意建立类似关系。This contract provides legal basis for the contract parties. Either Purchaser or Supplier is independent legal person and remain in operating such business within the government authorization scope continuously. This contract will neither be regard as building the relationship of partnership, joint venture, agent, trust and etc. between the both parties, nor be inclined to such relationship.

18.10 本合同适用于供应商关联公司与采购商之间的合作。供应商关联公司是指与供应商在资金或经营上存在直接或间接的所有或控制关系，或者在资金或经营上与供应商直接或间接地同为第三方所有或控制的企业。This contract shall be bound to the cooperation between the Supplier's affiliates and Purchaser. Affiliated company means such companies are directly or indirectly owned or controlled by Supplier through financial or operation, or together with Supplier, are directly or indirectly owned or controlled by the third party through financial or operation.

18.11 本合同自双方授权代表签字并盖章之日起生效。本合同自生效日起两年有效。This contract shall be effective from the date of signature and chop by the authorized representatives of the parties hereto. This Contract shall remine in force for two years from the effective date.

18.12 本合同由中英文版本组成，如中英文版本不一致的，以中文为准。This contract was made into both Chinese and English version, in case of any discrepancy between the two versions, Chinese shall always prevail.

19. 法律适用 **Applicable Law**

本合同适用中华人民共和国的法律。This contract shall be governed and construed by the law of People's Republic of China.

20. 纠纷解决 **Dispute Resolution**

与履行本合同相关的争议，由双方友好协商解决。协商不成的，由采购商所在地人民法院专属管辖。Any disputes arising from or relating to this contract shall be settled from

friendly negotiation; failure for such negotiation, the people's court of Purchaser's domicile shall be exclusively governed.