



TERMS AND CONDITIONS OF PURCHASE
采购条款和条件

1. GENERAL PROVISIONS.

一般规定

- a. The Parties agree to these General Terms and Conditions (the “General Terms”).
双方同意适用本通用条款和条件（以下简称“通用条款”）。
- b. “Buyer” means II-VI Incorporated, and/or any of its Affiliates, subsidiaries, successors or assigns. “Affiliates” of a Party include that Party’s subsidiaries, entities in which it owns at least 30% of the voting shares, and other entities that it controls. “Supplier” means the entity identified in a Purchase Order. “Products” means all the products that Supplier supplies to Buyer. “Purchase Order” means a purchase order issued by Buyer for the supply of Products, which may be a written or electronic document, and may also include particular shipping instructions and other specifications required by Buyer. “Agreement” means (a) the terms, if any, included in the Purchase Order; (b) the General Terms; and (c) any specifications provided by Buyer. All specifications, drawings, and data submitted to Supplier with the Purchase Order or referred to by the Purchase Order are incorporated herein and made a part of the Purchase Order. Words and terms of inclusion, like “including,” are not limiting. Upon acceptance of a Purchase Order, the General Terms apply.
“买方”系指高意集团及/或其附属公司、子公司、继承人或受让人。“附属公司”系指一方拥有超过 30% 投票权的子公司或其他控制实体。“供应商”系指采购订单中确定的实体。“产品”系指供应商向买方提供的所有产品。“采购订单”系指买方为产品供应发出的采购订单，可能是书面或电子文件，也可能包括特定装运说明和买方要求的其他规格。“协议”系指（a）采购订单中的条款；（b）本通用条款；以及（c）买方提供的规格书。所有与采购订单一起提供给供应商或者采购订单提到的规格书、图纸和数据均为采购订单的一部分。包含的词汇和术语，如“包括”，应指包含但不限于。供应商接受了采购订单则同意适用本通用条款。
- c. The General Terms do not create any obligation by Buyer to purchase Products from Supplier, except as described in a Purchase Order, or to purchase Products exclusively from Supplier.
除采购订单中的描述外，本通用条款不构成买方向供应商采购产品的义务或者仅从供应商处购买产品的义务。
- d. Different or supplemental terms or conditions, whether they are contained in an acknowledgment of a Purchase Order, an invoice, or otherwise, are not binding on Buyer, and Buyer rejects them. The General Terms may be modified or supplemented only by a written document duly signed by Buyer and Supplier and with explicit reference made to the deviating provisions of the General Terms.
与本通用条款不同的或补充的条款或条件，不论是否包含在采购订单确认书、发票或其他文件中，对买方均不具约束力，买方拒绝履行。本通用条款只能经买方和供应商正式签署的书面文件，并明确指明需要变更的条款而进行修改或补充。

2. PURCHASE OF PRODUCTS.

产品购买

- a. Subject to the General Terms, Supplier agrees to sell and Buyer agrees to buy the Products that Buyer describes in the Purchase Orders Buyer issues from time to time.
根据本通用条款，供应商同意出售而买方同意购买买方不时发布的采购订单中描述的产品。
- b. A Purchase Order will become binding upon acceptance by Supplier. Each Purchase Order is deemed to be accepted by Supplier upon the first of the following to occur: (i) Supplier accepts it in writing; (ii) Supplier begins performance under the Purchase Order; or (iii) the passage of five business days after Supplier’s receipt of a Purchase Order without written notice to Buyer that Supplier does not accept.
供应商接受采购订单后即具有约束力。以下任一情况发生则视为供应商接受采购订单：（i）供应商以书面方式接受采购订单；（ii）供应商开始履行采购订单；或（iii）供应商收到采购订单后五个工作日内未书面通知买方不接受采购订单。
- c. Buyer may provide Supplier a forecast of anticipated Product purchases. Except as the Parties otherwise agree, all forecasts are non-binding on Buyer and Buyer may purchase in excess of the quantities specified in a forecast. Supplier must immediately notify Buyer of any anticipated inability to satisfy a forecast.
买方可向供应商提供预期产品采购预测。除非双方另有约定，所有预测均不对买方具有约束力，买方可购买超过预测中说明的数量。如果预计无法满足采购预测，供应商必须立即通知买方。
- d. Supplier will accept all Purchase Orders that are consistent with the forecast (if provided) for the applicable Product.
供应商接受与预测（如提供）一致的相关产品的所有采购订单。
- e. Supplier agrees to obtain and clearly reference Supplier’s Purchase Order number on Supplier’s invoice for Products under that Purchase Order. Buyer may consider invalid any invoice that does not contain a correct Purchase Order number.



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供应商同意在相关产品发票中清晰列明相应的采购订单编号。未包含正确采购订单编号的发票为无效发票。

- f. In the event of a Force Majeure or shortage in materials, Supplier will fulfill Purchase Orders no less favorably than any other customer of Supplier. Supplier will provide Buyer with as much notice as possible if it anticipates or has reason to believe that Supplier's output of the Product will not be sufficient to meet all of Buyer's requirements for any period.

如果发生不可抗力事件或出现材料短缺，供应商履行买方的采购订单的优先性不低于供应商的其他客户。如果供应商预期或有理由相信供应商产量不足以满足买方需求，供应商应尽早通知买方。

3. PURCHASE ORDER CHANGES AND CANCELLATION.

采购订单变更和取消

- a. Buyer reserves the right at any time to modify or cancel a Purchase Order upon five days' notice to Supplier.

买方可提前五天通知供应商修改或取消采购订单。

- b. Buyer may reschedule Products in any Purchase Order without charge, by giving notice to Supplier no later than three business days before the scheduled shipping date.

买方可免费重新安排采购订单中的产品的时间，但应在预定装运日期三个工作日之前通知供应商。

- c. Buyer may change the delivery destination for Products in any Purchase Order, without charge, by giving notice to Supplier no later than three business days before the scheduled shipping date.

买方可免费更改采购订单中的产品运送目的地，但应在预定装运日期三个工作日之前通知供应商。

- d. Buyer may cancel a Purchase Order at any time by giving notice to Supplier, and Supplier will immediately cease all further work in connection with that Purchase Order.

买方可随时通过向供应商发出通知取消采购订单，供应商应立即停止与该采购订单相关的所有进一步工作。

- e. Supplier will not charge Buyer for cancellations outside of the Product's standard lead time, or 30 calendar days before delivery, whichever is shorter; except that: (i) for Supplier's off-the-shelf products, Supplier may invoice Buyer for cancelled Products it cannot sell to its other customers after good faith, verifiable efforts to do so for at least three months from the date of Buyer's cancellation. Supplier must invoice Buyer within 30 calendar days after the three-month period, or all claims are waived; and (ii) for Buyer-unique products, Supplier will use its best efforts to return or re-use raw materials purchased for the cancelled Purchase Order. If neither returning nor re-using the raw materials is possible, Supplier will use its best efforts to sell them.

产品的标准交货期前或交货前 30 个日历日，二者以较短者为准，供应商不收取买方取消采购订单的费用；以下情况除外：(i) 对于供应商的现成产品，如供应商能够证实，自买方取消订单之日起三个月内仍无法售予其他客户，则供应商可向买方出具发票。供应商必须在三个月后 30 个日历日内向买方开具发票，否则视为供应商放弃所有索赔；和(ii) 对于被取消采购订单下的专供买方产品的原材料，供应商将尽最大努力退货或重新使用。如果原材料无法退货或重新使用，供应商将尽最大努力销售。

- f. Supplier may invoice Buyer within 90 days after the date of Purchase Order cancellation at a charge equal to: (i) Supplier's cost for raw materials that it could not return, re-use, or sell, and (ii) a pro-rata share of the Product price based on percentage completion of the cancelled Product for work-in-progress. Upon request, Supplier will provide Buyer proof of the time of purchase and purchase price of materials identified in Supplier's invoice, and proof of Supplier's efforts to return, re-use, and sell the materials.

供应商可在采购订单取消后 90 天内向买方出具发票，收取以下费用：(i) 供应商无法退货、重新使用或出售的原材料成本，和(ii) 已取消产品中半成品的价格比例。根据要求，供应商应在发票中向买方提供材料采购时间和采购价格证明，并提交供应商已努力退回、重新使用和出售相关材料的证明。

- g. If Buyer pays an invoice that includes cancelled Product, Supplier will ship all Product and work-in-progress that is the subject of that invoice to the location that Buyer specifies within five days from receipt of payment from Buyer.

如果买方支付了已取消的产品的发票，供应商应在收到款项后的五天内将发票中包含的全部产品和半成品发送到买方指定的地点。

- h. THIS SECTION SETS FORTH SUPPLIER'S ENTIRE REMEDIES WITH RESPECT TO THE CANCELLATION OF ANY PURCHASE ORDER.

本节约定了采购订单被取消后供应商享有的全部救济措施。

4. PURCHASE PRICES AND TERMS OF PAYMENT.

购买价格和付款条件



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- a. Supplier will not raise the purchase prices during the Term. Supplier will review Product pricing no less frequently than quarterly, and reduce prices to account for any material variations on the market prices of components, parts and raw material used in the Product, as well as improvements in production and competitive market conditions.
协议期限内供应商承诺不提高采购价格。供应商应至少每季度审视产品价格，并降低价格，以体现产品中所使用的部件、零件和原材料市场价格的重大变化，并持续改进生产和提供有竞争力的市场条件。
- b. Unless otherwise specified in a Purchase Order, Buyer will pay all properly invoiced amounts due to Supplier within 60 days after receipt of the invoice, except for amounts that Buyer disputes. The Parties will try in good faith to promptly resolve all invoice-related disputes. Supplier will continue to perform its obligations under all Purchase Orders while an invoice-related dispute is pending. Payment of an invoice is not evidence that any Products meet the requirements of the General Terms, or a Purchase Order.
除非采购订单另有规定，买方在收到发票后的 60 天内向供应商支付所有正确的发票金额，有争议款项除外。双方将诚意尽快解决所有与发票有关的争议。发票有关的争议未解决时，供应商仍应继续履行其采购订单项下所有义务。买方支付发票并不证明产品符合本通用条款或采购订单的要求。
- c. Buyer may, at any time, set off amounts that Supplier owes to Buyer, or to II-VI Incorporated and its Affiliates against amounts Buyer owes to Supplier.
买方有权在任何时候将供应商对买方，或对高意集团及其附属公司的所欠款项用于抵销买方对供应商的所欠款项。
- d. Supplier warrants to Buyer that the price paid by Buyer for Products will not be higher than the lowest price offered by Supplier within the preceding 90 days to other customers at similar volumes for similar products and services.
供应商向买方保证，买方支付的产品价格不高于供应商前 90 天内向其他客户提供类似数量的类似产品和服务的最低价格。

5. SHIPMENT, DELIVERY AND ACCEPTANCE BY BUYER.

装运、交付和买方接受

- a. Unless otherwise specified in a Purchase Order, all Products purchased by Buyer from Supplier must be shipped FCA Shipper's Site (Incoterms 2010) to the destination specified by Buyer in each Purchase Order ("**Buyer's Destination**"). Supplier will follow all shipping instructions provided by Buyer, and will properly and carefully package the Products for shipment. Any loss or damage that results from Supplier's improper packaging or crating will be borne by Supplier. Title to and risk of loss of the Products will pass to Buyer upon receipt by Buyer at Buyer's defined final destination, and any rightful rejection or revocation of acceptance of any Products by Buyer will immediately shift the risk of loss back to Supplier.
除非采购订单另有规定，否则买方从供应商处购买的所有产品必须运至每份采购订单（以下简称“买方目的地”）中买方指定目的地的 FCA 承运人站点（国际贸易术语 2010）。供应商应遵循买方提供的所有运输指示，并将妥善谨慎包装产品。因供应商包装或装箱不当造成的损失或损害由供应商承担。买方在买方指定的最终目的地收到产品后，产品的所有权和风险将转移至买方，买方合法拒绝或撤销接受的产品时，风险转移将立即转回供应商。
- b. All items shipped to Buyer will be properly identified with Buyer's Purchase Order number and any Purchase Order item number or other identification number shown. Supplier accepts full responsibility for the completeness and accuracy of all transport and customs documentation ("**Shipping Documents**") provided with respect to Products. Supplier accepts all liabilities resulting from incomplete or inaccurate data on Shipping Documents, or failure to comply with any import or export requirements.
所有运送至买方的物品都应标注采购订单编号和采购订单产品编号或其他标识号码而得以正确识别。供应商全权负责其所提供的全产品运输和海关文件（以下简称“运输单据”）的完整性和准确性。供应商承担因运输单据不完整、数据不准确，或未能遵守进出口要求的所有法律责任。
- c. Buyer will have a reasonable opportunity to inspect the Products after Buyer receives them at Buyer's Destination. Buyer will not be deemed to have accepted any Products until after Buyer has had a reasonable time for inspection. Buyer may inspect any commercial lot of the Products consisting of numerous units of the same product by inspecting a reasonable sampling, and Buyer may revoke acceptance of any other units of that commercial lot that Buyer later discovers to be defective. If Buyer rejects, or revokes acceptance, of any Products, Supplier will promptly replace or correct, at Buyer's option, any unsatisfactory units, at Supplier's expense, including all shipping and replacement costs. Buyer's inspection, failure to inspect or reject Products, or payment for Products, will not relieve Supplier of any of its obligations, and does not waive, impair, or reduce Buyer's rights under the General Terms, or a Purchase Order.
买方于买方目的地收到产品后有权在合理期间内检验产品。买方对产品进行检验之前，不得视为买方已接受产品。买方可抽样检验同种产品的不同批次。如买方随后发现某批次的抽检产品存在缺陷，买方可拒绝或撤销接受该批次。如果买方拒绝或撤销接受相关



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产品，供应商应在买方决定下立即更换或修理买方认为不符合要求的产品，费用由供应商承担，包括所有运输和更换费用。买方检验过程未检出缺陷、或未拒收产品、或支付产品款项，不应免除供应商在本通用条款或采购订单下的责任，也不构成对买方权利的放弃、影响或减少。

- d. When Supplier is responsible for export or import of Product, Supplier will obtain all export, re-export, and import authorizations and permits necessary to fulfill all applicable government requirements relating to the shipment of the Product.

供应商负责产品进出口时，供应商应取得必需的所有出口、再出口和进口授权和许可证，以满足与产品运输有关的所有可适用的政府要求。

- e. At Buyer's request, Supplier will provide Buyer for each Product the: country of origin, import tariff classification number, export classification number, information as to whether or not the Product is classified under the U.S. Munitions List (22 C.F.R. 121), and all other information Buyer reasonably requests for import, export or distribution of the Product.

应买方要求，供应商应向买方提供产品的下列信息：原产国、进口关税分类号、出口分类号、产品是否归入美国军需品清单（22 CFR 121）以及买方合理要求的关于产品进出口或分销的所有其他信息。

6. WARRANTIES.

保证

- a. Supplier represents and warrants to Buyer that: (i) the services provided in connection with a Product will be provided in a competent, professional manner, in accordance with the highest standards and best practices of Supplier's industry; (ii) all Products will be free from defects in materials and workmanship, and will be new, merchantable and fit for their particular purpose; (iii) all Products will conform to and perform in accordance with all specifications, drawings, samples and other requirements referred to in the General Terms, and any relevant Purchase Order; (iv) when shipped, all Products will be free from liens, security interests and encumbrances, including any retained title or other rights to secure payment; (v) all Products will be manufactured, produced, labeled, furnished and delivered to Buyer in full and complete compliance with all applicable laws and regulations; and (vi) no Product will infringe or misappropriate any intellectual property rights; and (vii) Supplier will notify Buyer in writing 12 months before implementing any material change to or discontinuance of any Product, including any change to its: form, fit, function, design, appearance, location of manufacture, components, component vendor, or manufacturing process. If Buyer requests, Supplier will provide all information, documents and certifications that Buyer reasonably requires to evidence Supplier's compliance with Supplier's warranties.

供应商向买方保证并声明：(i) 根据供应商行业的最高标准和最佳实践以合格、专业的方式提供产品和服务；(ii) 所有产品材料和工艺都没有缺陷，产品是新的，适销的，且符合采购目的及用途；(iii) 所有产品都符合并执行本通用条款和相关采购订单中提及的所有规范、图纸、样品和双方确认的其他要求；(iv) 在发货时，所有产品均无留置权、担保权益或产权负担，包括保留所有权或其他保证付款的权利；(v) 所有产品都完全根据所有可适用的法律和法规制造、生产、贴标、提供并交付给买方；(vi) 产品不侵犯或盗用他人知识产权；(vii) 供应商应在实施重大变更或终止产品（包括其形式、适用性、功能、设计、外观、制造地点、部件、部件厂商或制造工艺变化）前 12 个月以书面方式通知买方。如果买方要求，供应商应提供买方要求的所有合理信息、文件和证明，以证明符合供应商的保证。

- b. Supplier will use due diligence protocols, standards and procedures in its supply chain management that enable Supplier to comply with its warranties and representations to Buyer.

供应商将在供应链管理中使使用尽职调查方案、标准和程序，确保其能够遵守其对买方的保证和陈述。

- c. Supplier shall, upon notice from Buyer of nonconforming Products, promptly repair or replace that item at Supplier's expense. If Supplier fails to remedy the nonconforming Products within five business days, Buyer may, at its option, return the nonconforming Products to Supplier who will accept its return and pay Buyer a full refund of all amounts paid under the applicable Purchase Order for the nonconforming products returned. Supplier shall bear all cost and risk of loss associated with return of nonconforming Products.

供应商从买方收到不合格产品的通知后，应当立即修理或更换相关产品，费用由供应商承担。如果供应商未能在五个工作日内予以纠正不合格产品，那么买方有权退回不合格产品，供应商应予以接受并退还买方相关不合格产品订单的全部已付金额。供应商应承担不合格产品退回的所有费用和 risk。

7. COMPLIANCE WITH LAWS.

法律遵从

- a. Supplier represents and warrants to Buyer that Supplier is, and during the term will be, in compliance with all applicable laws and

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regulations governing the activities contemplated by the Agreement, including (i) manufacturing, (ii) international transactions or activities, including, export controls, import controls, customs regulations, trade embargoes and other trade sanctions, and laws governing unlawful boycotts, and (iii) commercial or governmental bribery, including payments to foreign government officials. Supplier assumes all responsibility for shipments of Products requiring any government import clearance. Supplier will not act in any fashion or take any action that will render Buyer liable for a violation of any applicable anti-bribery legislation (including the Criminal Law of P.R.C., the Anti-Unfair Competition Law of P.R.C., the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010). If Supplier is subject to these laws, Supplier is and will remain in compliance with the U.S. Mine Safety and Health Act, the U.S. Occupational Safety and Health Act, the U.S. Toxic Substances Control Act, and the U.S. Foreign Corrupt Practices Act. Supplier has and will maintain in effect all the licenses, permissions, authorizations, consents and permits required by law to carry out its obligations under all Purchase Orders, and the General Terms.

供应商向买方保证并声明遵守本通用条款或采购订单所涵盖的所有活动适用的法律和法规，包括（i）制造，（ii）国际交易或活动，包括出口管制、进口管制、海关条例、贸易禁运和其他贸易制裁以及关于非法抵制的法律，和（iii）商业或政府贿赂，包括向外国政府官员支付款项。供应商负责所有需要政府进口清关的产品运输。供应商不得从事任何可能导致买方对可适用的反贿赂法规承担责任的行为（包括中华人民共和国刑法、中华人民共和国反不正当竞争法、美国反海外腐败法和 2010 年英国反贿赂法案）。在相关法律可适用的情况下，供应商应遵守美国“矿山安全与健康法”，“美国职业安全与健康法”，“美国有毒物质控制法”和“美国反海外腐败法”。供应商已按法律要求取得履行其采购订单和通用条款下全部义务所需的执照、许可证、授权、同意书和许可，并保持有效。

- b. Supplier represents to Buyer, when applicable, that Supplier is, and the Products are, in compliance with all laws, regulations, statutes and ordinances of all governmental entities, now or hereafter enacted, which regulate any material because it is radioactive, toxic, hazardous or otherwise a danger to health, reproduction or the environment (“Hazardous Regulations”), including but not limited to the Montreal Protocol, the Toxic Substances Control Act, the Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment as amended from time to time (“RoHS Directive”), Directive 2002/96/EC of the European Parliament and of the Council of 27 January 2003 on waste electrical and electronic equipment, as amended from time to time (“WEEE Directive”), Regulation (EC) No 1907/2006 (“REACH”), any European Union Member State implementations thereof; and similar laws, rules, statutes, treaties or orders and international understandings.

供应商向买方声明，在相关法律可适用的情况下，供应商及其产品遵守所有现在和未来制定的关于放射性、毒性、有害或者其他危害健康、生殖或环境的物质（以下简称“有害物质”）的相关法律、法规、法令及政府条例，包括但不限于“蒙特利尔议定书”、“有毒物质控制法案”（美国）、“RoHS 指令”、“WEEE 指令”、“REACH 法规”，其他任何欧盟国家实施规范，以及类似的法律、规则、条例、命令和国际协议。

- c. Supplier represents and warrants that all Products it delivers to Buyer are DRC Conflict Free, as defined by and consistent with the U.S. Securities and Exchange Commission’s final rule on Conflict Minerals, 17 C.F.R. Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Supplier must furnish information that Buyer reasonably requests to support its representations under this subsection, including written certification. Additionally, Supplier represents that it is compliant with the UK Modern Slavery Act 2015, and other similar requirements, including U.S. FAR 52.222-50 – Combating Trafficking in Persons.

供应商声明并保证，其提供给买方的所有产品均无 DRC 冲突，定义见美国证券交易委员会根据“多德 - 弗兰克华尔街改革和消费者保护法”第 1502 条颁布的关于冲突矿物的最终规定 17 C.F.R. 240 和 249 (b)，并与该最终规定保持一致。供应商应提供买方合理要求的支持其本款下陈述的信息，包括书面证明。此外，供应商声明遵守 2015 英国现代奴役法案及其他类似要求，包括美国联邦采购条例 52.222-50 打击贩卖人口的规定。

- d. When applicable, Supplier will provide a Safety Data Sheet (SDS), as prescribed by Buyer (“Data Sheet”), addressed to the attention of the II-VI Hazard Communication Coordinator, for all chemicals and hazardous substances provided under a Purchase Order. Supplier will maintain a catalog of all applicable Data Sheets that are provided in connection with the Supplier’s performance of work under a Purchase Order at Buyer’s site.

如果适用，供应商将就采购订单下提供的所有化学品和危险物质提交买方规定的材料安全数据表（SDS）（以下简称“数据表”），并提交给高意公司危害品沟通协调员。供应商在买方工厂履行订单工作的所有相关数据表目录，由供应商负责维护。

- e. Buyer may utilize Products purchased under a Purchase Order in transacting business with the U.S. Government. When applicable, Supplier will comply with U.S Executive Order 11246 pertaining to non-discrimination in employment. Supplier also represents and warrants to Buyer that, when applicable, Supplier is in compliance with Section 503 of the Rehabilitation Act of 1973 and the Vietnam Readjustment Act of



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1974. Upon request, Supplier will supply Buyer with copies of compliance reports and any other information necessary to demonstrate this compliance.

买方可以使用根据采购订单购买的产品与美国政府进行交易。如果适用，供应商应遵守美国第 11246 号行政命令有关非歧视就业的规定。供应商还向买方声明并保证，适用情况下，供应商符合 1973 年“康复法”第 503 条和 1974 年“越战老兵调整法”的规定。根据要求，供应商将向买方提供合规报告和其他必要信息来证明其符合规定。

- f. If Supplier fails to comply with an applicable law, order, rule, ordinance or regulation and, as a result, Buyer is fined or suffers any other penalty or loss, Supplier will pay the fine and costs, or reimburse Buyer for payment within five days after Buyer makes a demand on Supplier. To the extent that Supplier's personnel are required to enter onto Buyer's site or property, Supplier will ensure that its personnel comply with Buyer's health, safety and environmental policies and standards.

如果供应商未能遵守适用法律、法令、规则、条例或法规，并因此导致买方被罚款或遭受其他处罚或损失，在收到买方通知的五天内，供应商应支付罚款和费用，或赔偿买方。如果供应商的人员需要进入买方的现场或物业，供应商应确保其人员符合买方的健康、安全和环境政策和标准。

- g. Supplier represents and warrants that it will act in a manner consistent with Buyer's "Code of Business Conduct and Ethics" Policy, as amended from time to time, which is located at:

https://www.ii-vi.com/wp-content/uploads/2018/06/2018-02_Code_of_Business_Conduct_and_Ethics.pdf.

供应商声明并保证其行为方式将与买方的“商业行为和道德守则”政策（将不时修订）保持一致，详见：

https://www.ii-vi.com/wp-content/uploads/2018/06/2018-02_Code_of_Business_Conduct_and_Ethics.pdf.

8. LICENSE GRANT.

颁发许可证

Supplier grants to Buyer, its distributors, and end users, a perpetual, irrevocable, non-exclusive, worldwide, fully paid-up, royalty-free license to use, modify, sell, offer for sale, import, and otherwise dispose of the Products.

供应商向买方、其分销商和最终用户授予永久性、不可撤销的、非排他性、全球性、已全部付清的，免版税的许可，用于使用、修改、出售、要约出售、进口和以其他方式处置产品。

9. CONFIDENTIAL INFORMATION.

保密信息

- a. A Party (the "Discloser") may disclose "Confidential Information" to the other Party (the "Recipient"). "Confidential Information" is all information that the Discloser marks confidential or that a reasonable business person would consider confidential.

一方（以下简称“披露方”）可向另一方披露“保密信息”（以下简称“接受方”）。“保密信息”系指披露方标注为保密或商务人士合理认为应保密的信息。

- b. Recipient may use Confidential Information only for the purpose of buying and selling Products under the General Terms and related Purchase Orders (the "Purpose"). Recipient must use a reasonable degree of care to protect Confidential Information and to prevent unauthorized use or disclosure. Recipient may share Confidential Information with its, or any of its employees, directors, agents or third party contractors, who need to know it in connection with the Purpose, and who have agreed in writing to keep confidential Discloser's Confidential Information, or information of a type that would include Discloser's Confidential Information.

保密信息的接收方仅可将保密信息用于根据本通用条款和相关采购订单购买和销售产品之用途（以下简称“用途”）。接收方必须以合理程度的谨慎保护保密信息并防止未经授权的使用或披露。接收方仅可在必要的基础上，向已经以书面方式同意履行同等保密义务的相关员工、董事、代理人或第三方承包商披露与用途有关的保密信息。

- c. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A Party is permitted to disclose Confidential Information when compelled to do so by law if that Party provides reasonable prior notice to the other Party (unless a law or court order bars giving notice).

保密信息不包括以下信息：（a）从披露方处收到之前，接收方已知而没有限制的信息；（b）非接收方所致公开可用的信息；（c）接收方从无保密义务的第三方处合法获得信息；或（d）接收方独立开发的信息。一方在合理事先通知另一方的情况下（除非法律或法院命令禁止发出通知），允许依法强制披露保密信息。

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- d. Each Party has a duty not to disclose the existence of this agreement, the Purpose, or the nature of the parties' business dealings with each other, without the other Party's prior, written consent.
未经对方事先书面同意，各方均有义务不披露协议的存在、用途或双方业务往来的性质。
- e. If a Party breaches this provision, the other Party may seek injunctive and other equitable or similar relief. If permitted by applicable laws, the parties waive any requirement to post bond, or prove actual damages, in connection with seeking this relief.
如果一方违反这一规定，则另一方将会寻求禁令和其他衡平法救济或类似救济。在法律允许的情况下，双方放弃要求寻求该救济所需担保金或实际损害证明。
- f. After performance related to the final Purchase Order issued under the General Terms is concluded: (i) Recipient's duty to protect Confidential Information that is disclosed hereunder expires five years thereafter, and (ii) the Recipient must destroy or return the Discloser's Confidential Information to the Discloser, except Confidential Information that is automatically stored on a backup system in the ordinary course of business. Confidential Information that is retained and stored remains subject to the same confidentiality and use limitations of this Agreement even after its termination.
根据本通用条款发布的最终采购订单履行完毕后：(i) 接收方保护此处披露的保密信息的义务于此后五年到期，和(ii) 接收方必须销毁披露方的保密信息或退还给披露方，但在正常业务过程中自动存储在备份系统中的保密信息除外。即使协议终止后，保留和存储的保密信息也应受到保密义务和使用限制约束。

10. INDEMNIFICATION.

赔偿

- a. Supplier will indemnify and hold Buyer harmless from and against all liabilities, costs, losses or expenses, including reasonable attorneys' fees, incurred or suffered by Buyer as a result of or in connection with any of the following: (i) death, personal injury or tangible property damage caused by an act or omission of Supplier; (ii) Supplier's negligence or willful misconduct; (iii) use of Products by Buyer as contemplated, including any allegation that a Product infringes or misappropriates any intellectual property right of a third party; or (iv) Supplier's breach or alleged breach of any agreement between the Parties, the General Terms, or any additional terms applicable to a Purchase Order.
供应商应赔偿买方，并使其免受由于以下任一因素导致或与之有关的买方发生或承担的所有责任、成本、损失或费用，包括合理的律师费：(i) 因供应商的作为或不作为造成的死亡、人身伤害或有形财产损失；(ii) 供应商过失或故意；(iii) 买方按照预期目的使用产品时，被指控侵犯或盗用第三方知识产权；或(iv) 供应商违反或被指称违反双方之间协议、通用条款或适用于采购订单的附加条款。
- b. Buyer will notify Supplier in writing of any claim, act or allegation, promptly after learning of it, and will assist and cooperate in its defense or settlement. Defense and settlement will be at Supplier's sole expense, and Supplier will pay all damages and costs awarded against Buyer as a result of any arbitration, suit or proceeding.
买方应在得知索赔、诉讼或指控后立即书面通知供应商，并协助和配合其辩护或和解。辩护或和解费用由供应商独自承担，供应商还应向买方支付由于仲裁、诉讼或法律程序而产生的所有损害赔偿和费用。

11. LIMITATION OF LIABILITY.

责任限额

- a. Except as set forth in Section 11.c. below, each Party's maximum aggregate liability for all claims relating to a Purchase Order, the General Terms, whether for breach of contract, breach of warranty or in tort, including negligence, is limited to the greater of (i) three times the amount Buyer actually paid to Supplier during the previous consecutive 12 months immediately prior to the claim, or (ii) US \$2,000,000.00.
除下文第 11.c 节规定外，各方在采购订单或通用条款下有关索赔的最大累计责任仅限于（不论是否违约、违反保证或侵权行为（包括疏忽））(i) 买方在索赔前的连续 12 个月内实际支付给供应商的金额的三倍，或(ii) 2,000,000.00 美元，以较大者为准。
- b. Except as set forth in Section 11.c. below, in no event will either Party be liable for any indirect, punitive, special, exemplary, incidental or consequential damages in connection with or arising out of a Purchase Order, or the General Terms (including loss of business, revenue, profits, goodwill or other economic advantage), however they arise (breach of contract, breach of warranty or in tort, including negligence, or otherwise), even if such Party was previously advised of the possibility of such damages, and whether or not the damages are foreseeable.
除下文第 11.c 节规定外，任何情况下，任何一方均不承担与采购订单或通用条款相关或由此产生的间接、惩罚性、特殊、惩戒性、

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附带的或后果性损害赔偿（包括业务、收入、利润或其他损失），不论该损害赔偿如何产生（违约、违反保证或侵权行为，包括过失或其他方式），即使此前一方被告知可能存在该种损害，以及不论损害是否可预见。

- c. The limitations in 11.a. and 11.b. do not apply to a Party's liability for: (i) death or personal injury resulting from its own acts or omissions; (ii) its own breach of confidentiality obligations; (iii) its own indemnification obligations; or (iv) its own gross negligence or willful misconduct.
- 11.a.和 11.b.中的赔偿限额不适用于以下情况的一方赔偿责任：（i）由于作为或不作为而导致的死亡或人身伤害；（ii）违反保密义务；（iii）本协议下约定的赔偿义务；或（iv）重大过失或故意不当行为。

12. INSURANCE.

保险

- a. Supplier will, at its own expense, carry and maintain insurance in full force and effect with financially sound and reputable insurers, which includes: (i) commercial general liability (including product liability) in a sum no less than US\$3,000,000 for each occurrence and US\$5,000,000 in the aggregate; (ii) workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by a Purchase Order; and (iii) if the Supplier will use or provide for use of motor vehicles in providing and/or performing the Purchase Order, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of those vehicles, with limits of no less than US\$3,000,000.

供应商应自行承担费用向财力雄厚、信誉良好的保险公司购买并持有相关保险，包括：（i）单一事故限额不低于 3,000,000 美元，总额不低于 5,000,000 美元的商业综合责任保险（包括产品责任）；（ii）采购订单所在管辖区法律规定的工人赔偿保险；和（iii）如果供应商提供和/或执行订单时使用或提供机动车辆使用，则应投保汽车（机动车辆）保险，涵盖因使用这些车辆而引起的人身伤害和财产损失的所有责任，保险金额不低于 3,000,000 美元。

- b. If Buyer so requests, Supplier will list Buyer as an "additional insured" or a "loss payee," as appropriate, on these policies and provide proof that it has done so, and provide proof that all insurance policies required under this Agreement are "claims occurrence" policies.
- 应买方要求，供应商应在相关保险中将买方列为“附加被保险人”或“赔款受领人”，并提供相关保险凭证，并同时证明本协议下保险均为“事故发生制”保险。

13. MISCELLANEOUS.

其他

- a. For Buyer to assess Supplier's performance under the General Terms, including Supplier's compliance with respect to pricing, specifications, warranties and certifications, Buyer or its designated representative(s) have the right, with reasonable notice to Supplier, to access and audit Supplier's facilities, books, records, goods and services related to the Supplier's compliance with the General Terms. The costs of any audit will be paid by Buyer, unless the audit reveals nonconformance by Supplier, in which case Supplier will promptly reimburse Buyer for the reasonable costs of the audit within five days after Buyer demands reimbursement.

买方根据通用条款评估供应商履约情况时，包括供应商对定价、规格书、保证和认证的遵守情况，买方或其指定代表有权在合理通知供应商的情况下访问并审核与供应商遵守通用条款有关的供应商设施、簿册、记录、商品和服务。审核费用由买方支付，除非审核结果显示供应商不符合规定，在这种情况下，供应商应收到买方通知的五天内向买方偿付合理的审核费用。

- b. Time is of the essence in Supplier's performance. Supplier must immediately notify Buyer whenever Supplier has knowledge of an actual or potential delay to the timely performance of a Purchase Order. If Supplier refuses or fails to meet the delivery date(s) specified in a Purchase Order, Buyer may, without limiting its other rights and remedies, direct expedited routing and charge excess costs to Supplier, or cancel all or part of the Purchase Order.

时间对供应商履约至关重要。供应商知悉实际或可能延迟履行采购订单时必须立即通知买方。如果供应商拒绝或无法满足采购订单中规定的交货日期，除了行使其他权利和补救措施外，买方可以要求以较快路线运输产品，超额费用由供应商支付，或买方可取消全部或部分采购订单。

- c. The General Terms, along with any other written agreement signed by the Parties contemporaneously with, or after execution of, the General Terms, comprise the complete understanding and contract between Supplier and Buyer with respect to their subject matter, and supersede any prior written or oral understandings on the same subject, except for an active NDA between the Parties. No purported amendment, modification or waiver of a provision will be binding on Buyer unless it is in a written document signed by an authorized representative of Buyer. Any waiver is limited to the circumstance or event specifically referenced in the written waiver document. Headings are for purposes of reference only and do not in any way limit or affect the meaning or interpretation of any of the terms. If the

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scope of any of the provisions of this Agreement is too broad or otherwise unenforceable to its full extent, then such provisions will be enforced to the maximum extent permitted by law, and the parties consent and agree that the scope may be judicially modified to the extent necessary to conform to law.

本通用条款以及双方同时或之后签署的其他书面协议构成了对供应商和买方之间标的的完整理解和约定，并取代事先对同一标的的书面或口头理解，双方已签署的现行有效的保密协议除外。未经买方授权代表签署书面文件，所谓的修改、修订或弃权条款对买方均不具有约束力。所有弃权仅限于书面做出弃权的文件中特别提及的情况或事件。协议中的标题仅作参考，并不限制或影响条款的实际效力。如果本协议下任何条款太过宽泛而无法实际履行，那么应当按照法律允许的最大限度范围内来执行，双方同意将该条款变更在法律允许的必要时范围内。

- d. Supplier may not assign or subcontract any of its rights or obligations under the Agreement without Buyer's prior written consent. Supplier is responsible for the performance or non-performance of any subcontractor and will indemnify, defend and hold harmless Buyer from and against all claims, actions, losses, damages, costs and expenses (including reasonable attorneys' fees) arising from a subcontractor's acts or omissions.

未经买方事先书面同意，供应商不得转让或转包其协议项下权利或义务。供应商应对分包商的履约或不履约负责，赔偿买方，并使其免受因分包商作为或不作为产生的所有索赔、诉讼、损失、损害、成本和费用（包括合理的律师费用）。

- e. Supplier may not announce, describe, or confirm the existence or terms of this Agreement or use the name, logo, trademark, or other symbol of Buyer (the "Buyer Name") in publicity releases or advertising without securing the prior written consent of Buyer.

供应商未经买方书面许可，不得宣布、描述或确认本协议的存在或具体条款，不得使用买方的名称、标识、商标或其他符号（简称“买方名称”）。

- f. If a provision of a Purchase Order, or the General Terms, is held to be unenforceable by the final order of any court of competent jurisdiction, that provision will be severed and not affect the interpretation or enforceability of the remaining provisions.

如果采购订单或本通用条款被有管辖权的法院的最终裁决为不可执行，则该条款终止，但不影响其余条款的解释或可执行性。

- g. The General Terms are governed by and interpreted in accordance with the laws of the People's Republic of China, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the General Terms. In the event of a conflict between the English legal meaning and the Chinese legal meaning of this Agreement or any part thereof, the Chinese legal meaning shall prevail. The people's court at the place where Buyer has its domicile shall have jurisdiction.

本通用条款适用中华人民共和国法律，排除冲突法的适用，并排除适用联合国国际货物销售合同公约。本协议以中英文书就，如有歧义，以中文为准。任何争议应向买方所在地人民法院提起诉讼。

- h. Title to and all other rights in tangible property that Buyer provides to Supplier, or that Supplier produces in submitting a bid or estimate to Buyer, or in carrying out a Purchase Order, will be vested in Buyer, and Supplier must return or deliver all tangible property to Buyer promptly, on request. Supplier assigns to Buyer all copyrights in and to any literary property produced by Supplier for Buyer.

买方向供应商提供的，或供应商向买方提交的投标或估价，或者执行采购订单时产生的有形财产的所有权和所有其他权利均属买方所有，供应商应按要求及时退还或向买方交付全部有形财产。如涉及任何文件资料，供应商应向买方转让与之相关的著作权。

- i. Unless Buyer agrees otherwise, all special purpose tooling or materials that Supplier uses to fulfill a Purchase Order: (i) remains the property of Buyer; (ii) is removable at any time upon demand by Buyer without additional cost; (iii) will only be used by Supplier in filling orders from Buyer; (iv) will be kept separate from Supplier's other tools and materials; and (v) will be clearly identified by Supplier as the property of Buyer.

除非买方另行许可，否则供应商用于履行采购订单的所有特定用途工具或材料：(i) 仍为买方的财产；(ii) 在买方要求的情况下随时可以移除，无需额外费用；(iii) 仅用于供应商履行买方订单；(iv) 将与供应商的其他工具和材料分开保存；和(v) 供应商应明确标识为买方的财产。

- j. As used in this Agreement, "Force Majeure" means an act or event that: (a) prevents a Party from performing its obligations under this Agreement or an Order or SOW; (b) is beyond the reasonable control of and not the fault of the Party; and (c) could not be avoided or overcome, despite the Party's best efforts to do so. Force Majeure events include fire, hurricane, flood, storm, riot, acts of war, government, or other embargoes or restrictions on shipping or transport. Force Majeure events do not include economic hardship, labor strikes, supply shortages, changes in market conditions, lack of internet access, viruses, security incidents, insufficiency of funds, changes in the law, court orders, or legislative, judicial, or administrative rulings. Neither Party will be liable for any delay in performing, or for failing to perform, its obligations under this Agreement resulting from Force Majeure if that Party uses its commercially reasonable efforts to mitigate its effects. The Party affected by a Force Majeure must promptly notify the other Party of the event (not later than five business days after discovery), and any impacted delivery dates will be extended for the period of delay or inability to perform. If a Party's performance is

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delayed by Force Majeure for fifteen business days or more, the unaffected Party may at any time thereafter terminate this Agreement or an impacted SOW or Order upon notice.

本协议中“不可抗力”是指以下行为或事件：(a) 导致一方不能按照订单或工作范围履行其义务；(b) 超出该方的合理控制且该方无过失；(c) 不可避免且无法克服。不可抗力事件包括火灾、地震、洪水、暴风雨、暴乱、天灾、禁运。不可抗力事件不包括经济困难、罢工、供应短缺、市场条件变化、互联网无法接入、病毒、安全事件、资金不足、法律法规或法庭命令的变化。各方对于不可抗力导致的延误或未能履行本协议下义务不承担任何责任，但应采取商业上合理的措施减小影响。受不可抗力影响一方应当立即通知另一方（不晚于发现之日起五个工作日），因此受影响的交付日期应相应延迟。如果因不可抗力事件导致受影响一方连续 15 个工作日或以上无法履行义务，未受影响一方可通知供应商立即终止协议或受影响的采购订单或工作范围。

- k. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

本协议一式多份，具有同等法律效力。

- l. This Agreement and all SOWs, Purchase Orders, change orders, amendments, or other documents requiring signature may be executed using digital or electronic signatures, and those documents that are digitally or electronically executed will be legally binding.

本协议及全部工作范围、采购订单、订单变更、修正或者其他要求签字的文件可采取数字或电子签名，数字或电子签署的文件具有法律效力。