

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

**And**

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

**And**

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

**Terms and Conditions of Purchase**

德州仪器半导体

制造（成都）有限公司

及

德州仪器半导体

技术（上海）有限公司

及

德州仪器（上海）有限公司

**采购条款**

**General Provisions**

**一般性条款**

IF THE PARTIES HAVE EXECUTED AN AGREEMENT THAT GOVERNS THE PURCHASE OF GOODS, SERVICES OR WORK DELIVERED UNDER THIS PURCHASE ORDER, THEN SUCH AGREEMENT SHALL SUPERCEDE THESE TERMS AND CONDITIONS OF PURCHASE UNLESS SUCH AGREEMENT INDICATES OTHERWISE. IF THE PARTIES HAVE NOT EXECUTED SUCH AGREEMENT, THEN BY ACCEPTING THIS PURCHASE ORDER AND/OR PERFORMING HEREUNDER, SELLER AGREES TO COMPLY FULLY WITH THE TERMS AND CONDITIONS OF PURCHASE SET FORTH IN THIS DOCUMENT. ACCEPTANCE OF THIS PURCHASE ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER AND NONE OF SELLER'S TERMS AND CONDITIONS SHALL APPLY UNDER ANY CIRCUMSTANCES. ACCEPTANCE BY TEXAS INSTRUMENTS INCORPORATED INCLUDING TEXAS INSTRUMENTS SEMICONDUCTOR MANUFACTURING (CHENGDU) CO., LTD AND TEXAS INSTRUMENTS SEMICONDUCTOR TECHNOLOGIES (SHANGHAI) CO., LTD, TEXAS INSTRUMENTS (SHANGHAI) CO., LTD (HEREINAFTER CALLED "TI"), OF THE GOODS, SERVICES OR WORK DELIVERED UNDER THIS PURCHASE ORDER SHALL NOT CONSTITUTE AGREEMENT TO SELLER'S TERMS OR CONDITIONS. SELLER MAY NOT SHIP UNDER RESERVATION. 如双方在执行相关协定自本订单项下采购货物、服务或其他成果时，则该协定中约定的有关采购行为的相关条款与条件，除另有约定外，均优先适用；如双方未能达成相关协定条款，则通过接受本订单和/或履行本订单项下的条款，卖方同意完全遵守本档中规定的采购条件。接受本订单系表明接受本订单条款，且在任何情形下卖方的条款与条件均不得适用。Texas Instruments Incorporation（包括德州仪器半导体制造（成都）有限公司及德州仪器半导体技术（上海）有限公司），德州仪器（上海）有限公司（以下简称“TI”）对本订单下的货物，服务或成果的接受均不代表对卖方条件或条款的接受。卖方发货不得带有其他保留条件。

**1. Modifications 修改**

Changes, modifications, waivers, additions or amendments to the terms and conditions of this Purchase Order shall be binding on TI only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized TI representative.

对本订购单的条款与条件的改变、修改、弃权、增补或修正只有当该等改变、修改、弃权、增补或修正系采用书面形式作出、且由正当授权的 TI 代表签字时，才对 TI 有约束力。

## 2. Applicable Law 适用法律

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

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

## 3. Compliance with Law 遵守法律

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

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

## 4. Ethical Conduct 道德行为

(a) Seller agrees to provide the products and perform the services hereunder with the highest ethical standards. TI expects Seller to select suppliers and partners who engage in ethical practices and to refrain from any activity that results or may result in a conflict of interest, embarrassment to TI, or harm TI's reputation. Seller will: (a) maintain transparency and accuracy in corporate record keeping and (b) act lawfully and with integrity in handling competitive data, proprietary information and other Intellectual Property (as defined in Section 13(a) below).

卖方同意按最高道德标准提供本订单项下的产品，履行其服务。TI 希望卖方选择有道德操守的供应商及合伙人，不从事任何导致及可能导致利益冲突、使 TI 处于窘迫境地或损害 TI 声誉的活动。卖方将：（a）维持公司档案记录的透明，准确，并（b）在处理竞争性数据、专利信息及其它知识财产（如第 13 条所述）时守法守信。

(b) Seller warrants that it understands the US Foreign Corrupt Practices Act and similar laws and regulations in the countries in which Seller operates. Seller shall not directly or indirectly offer or make any payment, or offer or give anything of value to any Government Official or his or her family members, to gain or maintain any business. Seller warrants that in its performance of this Purchase Order, Seller does not and will not make such prohibited payment. TI may deduct an amount equal to the amount of the prohibited payment made by Seller from the payment to Seller under this Purchase Order. Seller's breach of this section constitutes a material breach to this Purchase Order for which TI may immediately terminate this Purchase Order. "Government Official" in this Section means any officer or employee of, or any person acting in an official capacity for, any government (including federal, state, local municipal and national governments), any governmental department, agency, corporation (including state-owned or controlled entities thereof), or public international organization, or any political party official or any candidate for political office.

卖方在此确认知晓美国《反海外腐败行为法》（Foreign Corrupt Practices Act），以及卖方所在地与之类似的法律法规。禁止卖方出于获得或保持生意之目的直接或间接地，向或承诺向任何政府官员或其家庭成员支付金钱或任何有价物品。卖方在此声明并保证在其执行本订单过程中，未曾且不会作出该等禁止性的支付。如卖方作出该等禁止性支付，TI 可从本订单下向卖方支付的款项中扣除一笔金额，该金额等值该禁止性支付的金额或价值。卖方对本条款的违反均视为对本订单的重大根本违约，TI 可立即终止本订单。本条款中的“政府官员”系指任何政府（包括联邦政府、州政府、地方政府、国家中央政府），以及任何政府部门、代理、公司（其中包括国有或国有控股企业），或公共国际组织的任何官员或雇员或任何政党官员或任何政治机构候选人。

## 5. Supply Chain Responsibility 供应链责任

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

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

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

- (a) Seller will employ workers on the basis of their ability to do the job and not on the basis of their personal characteristics or beliefs.  
卖方将根据工作能力而不是个人特征或信仰雇佣工人。
- (b) Seller will assure that products (including parts) will not be produced, manufactured, mined, or assembled with the use of forced, prison, or indentured labor, including debt bondage, or with the use of illegal child labor in violation of International Labor Conventions for minimum age (ILO-C138) and child labor (ILO-C182). Seller will not require workers to remain in employment for any period of time against their will. If Seller provides housing or eating facilities, it will assure the facilities are operated and maintained in a safe and sanitary manner. TI products may be used in support of U.S. Government contracts, so Seller shall also comply with FAR 52.222-50 (Combating Trafficking in Persons) (see also Section 40 below).  
卖方保证将不通过使用强迫劳动、监禁或契约劳工（包括债役）或违反关于最低年龄（ILO-C138）和童工（ILO-C182）的国际劳工公约而非法雇佣童工的方式进行产品（包括零部件）生产、制造、采掘或装配。卖方将不以违背工人意愿的方式、在任何期限内让其保持工作。若卖方提供住房及饮食设施，其将保证以安全卫生的方式进行该设施的运营与维护。TI 的产品或将用于履行与美国政府的合同，故卖家需同时遵守 FAR 52.222-50 法案相关规定（打击人口贩运）（同见下述第 40 条）。
- (c) Seller will operate safe, healthy and fair working environments, including managing operations so that overtime does not create inhumane working conditions, including required overtime for non-exempt employees. Seller will pay workers at least the minimum legal wage. Seller will assure that workers are free to join, or refrain from joining, associations of their own choosing, unless otherwise prohibited by law.  
卖方保持工作环境（包括管理工作）安全、健康和公平，保证超时工作不会导致不人道的工作状况，包括非豁免员工的加班要求。卖方将向工人支付不低于法定最低标准的工资。卖方将保证工人自由决定是否加入其选择的协会，但法律禁止的除外。
- (d) Texas Instruments is an equal opportunity employer and federal contractor or subcontractor. Therefore, to the extent applicable, Seller agrees that it shall abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Seller also agrees that, as applicable, it will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.  
德州仪器是恪守公平机会原则的雇主和联邦承包商或分包商。因此，在适用的前提下，卖方同意遵守 41 CFR 60-1.4 (a)、41 CFR 60300.5 (a) 和 41 CFR 60-741.5 (a) 的要求，这些法律通过引用构成本订单的一部分。上述法规禁止因受保护的老兵或残疾人身份而歧视合格者，禁止因种族、肤色、宗教、性别、性取向、性别认同或民族而歧视任何人。另外，这些法规还要求所涉及的总承包商和承包商采取积极措施，以保证在雇佣和升迁时不因种族、肤色、宗教、性别、民族、受保护老兵身份或残疾而予以歧视。卖方还同意，在实用时其将遵守关于联邦劳工法律规定的雇员权利通知的行政命令 13496 号（29 CFR 第 471 篇，A 节的附录 A）的要求。

## 7. Information Protection: 信息保护:

- (a) Neither party hereto shall, without the prior written consent of the other party, publicly announce or otherwise disclose (except to the U.S. Government, when the Purchase Order references a U.S. Government contract or subcontract number), the existence or the terms of this Purchase Order, or release any publicity regarding this Purchase Order. Unless expressly agreed upon in writing by TI, nothing in this Purchase Order shall be construed as granting, conveying or conferring any rights to Seller, either express or implied, (i) in any TI Intellectual Property or rights; (ii) to use TI's trademarks, trade names, name or logo on any marketing literature, websites, presentations, press releases or any other media form or in connection with any product, service or promotion; or (iii) to use TI as a reference account. This provision shall survive the expiration, termination or cancellation of this Purchase Order.  
未经对方事先书面同意，任何一方不得公开宣布或以其它方式披露有关本订单的存在或其条款的信息（但当订单引用美国政府合同或分包合同编号时向美国政府披露的情况除外）或进行有关本订单的宣传。除经过 TI 明确书面同意外，本订单中任何条款不视为明示或暗示卖方给予、让与或授予下列任何权利：（i）有关 TI 知识财产或权益的权利；（ii）在市场营销宣传数据、网站、报告、新闻发布或其它媒体形式上使用 TI 的商标、商号、名称或徽标，或将其用于任何产品、服务或推广活动；（iii）将 TI 作为参考。在本订单到期、终止或撤消时，本款继续有效。

- (b) Any knowledge or information that Seller may disclose to TI shall not be deemed to be confidential information and shall be acquired by TI free from any restrictions as to use or disclosure thereof, unless TI shall have agreed to accept confidential information from Seller pursuant to a duly executed nondisclosure agreement defining TI's obligations with respect to such information. Seller acknowledges and agrees that all TI and third party information received, observed or accessed by Seller or Seller's Personnel (as defined in 8(a) below) (whether from or through TI, its subsidiaries or contractor) in the performance of its obligations under the Purchase Order shall be TI's confidential information (collectively, the "Confidential Information"). Seller shall not (i) use the Confidential Information for any purposes other than the purpose of performing its obligations under the Purchase Order or (ii) disclose the Confidential Information to any third party who do not need to know the information for the performance of its obligations under the Purchase Order and who do not have a legally binding non-use and confidentiality obligations with respect to the Confidential Information that are no less restrictive than the obligations set forth herein. Confidential Information shall not include any information that (A) was already known to Seller without a duty of confidentiality; (B) is or becomes a matter of public knowledge through no fault of the Seller; (C) is rightfully received by Seller from a third party without a duty of confidentiality or (D) is independently developed by Seller without any access to the Confidential Information.

卖方向 TI 披露的知识或信息不得被认为是保密信息，TI 可无限制地进行使用或披露，但 TI 已有效签署的保密协定（该协定规定了 TI 关于该保密信息的义务）除外。卖方承诺并同意所卖方或卖方人员在执行订单项下义务时，接收、获取或获知自 TI 和第三方的信息（如第 8（a）项中所定义）（无论上述信息是源自于 TI，TI 的分支机构或合作方）均应被认为是 TI 的保密信息（统称“保密信息”）。卖方不得（i）将保密资讯用于除履行订单项下义务意外的其他任何目的；（ii）在履行订单项下义务时无需知晓保密信息的任何第三方泄露保密信息的内容，以及（有鉴于保密信息的保护责任与卖方订单项下义务的履行同等重要）向对该保密信息无法定禁止使用和保密义务第三方泄露该保密信息。保密信息不包括下述信息（A）任何已为卖方知晓的且无保密义务的信息；（B）非因卖方过错而已成为市场公开之下的信息；（C）卖方从无保密义务的第三方正当获取的信息；或（D）卖方在不知晓保密信息的情况下自行创制的信息。

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

卖方同意，在其收集、处理和使用任何与身份确定（或身份可确定）的自然人有关的信息（个人资料）时，卖方将遵守所有相关的数据保护或隐私权法律法规，并将实施、保持和持续控制和更新技术的、组织的和物理的安全措施，以保护其取得的上述个人资料，（特别是）使其不受下列偶然的、未经授权的或非法的行为的损害：（i）损毁或丢失，（ii）更改，（iii）泄露或访问。卖方将对所有个人资料予以保密，未经 TI 事先书面同意卖方不会将个人数据用于除履行本订单项下服务之外的目的。未经 TI 事先书面同意，卖方不会将个人资料转让任何第三方。卖方同意在发现或怀疑就卖方知晓的个人资料被侵犯或丢失或被非法使用、泄露、被非法获取或个人资料和/或 TI 的商业系统被非法侵入的情况时，需尽快书面告知 TI。

- (d) To the knowledge of Seller, (i) there has been no material security breach or other security compromise of or relating to Seller's information technology and computer systems, networks, hardware, software, data, trade secrets, or equipment; and (ii) Seller is presently in compliance with all applicable laws, regulations, contractual obligations and internal policies relating to data privacy and security or Personal Data. Seller will, at the choice of TI, return to TI (in a standard format facilitating portability) and/or to securely delete/destroy all Personal Data, including all existing copies thereof, in accordance with TI's instructions, within thirty (30) days upon TI's request or upon termination of this Purchase Order, and to certify to TI in writing that it has done so. Seller will not be obliged to delete/destroy all copies of the Personal Data where a longer storage by Seller is required under applicable laws and regulations, in which case Seller shall inform TI accordingly, including about the legal grounds for, and the term of, any further storage.

就卖方所知，（i）涉及卖方的信息技术和电脑系统、网络、硬件、软件、数据、商业机密，或设备无重大安全漏洞或其他安全问题；以及（ii）卖方遵守所有涉及数据隐私和安全或个人资料信息的法律、法规、其涉及的协议约定和内部政策。卖方会根据 TI 的选择，在 TI 要求或订单终止后的三十（30）天内，在 TI 的指导下，向 TI 退还所有个人资料（以便于携带的标准模板）和/或安全的删除/销毁相关个人资料，包括存在的所有现存的复制档，并在完成后以书面方式向 TI 进行确认。如卖方根据相关法律法规规定需长期存放 TI 的个人资料数据，则卖方无需删除/销毁该等数据文本，但卖方需如实告知 TI，包括法律依据，以及相应的存储期限。

## 8. General Indemnity 一般赔偿

- (a) SELLER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNIFIED PERSONS"), FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS,



DEMANDS, PROCEEDINGS, LOSSES, JUDGMENTS, DAMAGES, PENALTIES, FINES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND RELATED EXPENSES) (COLLECTIVELY "CLAIMS"), ARISING OUT OF OR RELATING TO: (I) THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF SELLER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR AFFILIATES (COLLECTIVELY, THE "SELLER PERSONNEL"); (II) A BREACH OF WARRANTY, EXPRESS OR IMPLIED, BY SELLER OR A SELLER PERSONNEL; (III) A FAILURE BY SELLER OR A SELLER PERSONNEL TO COMPLY WITH ANY APPLICABLE LAWS OR REGULATIONS; (IV) A BREACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BY SELLER OR A SELLER PERSONNEL; OR (V) A CLAIM THAT ANY GOODS, SOFTWARE OR DELIVERABLES PROVIDED TO TI BY SELLER OR A SELLER PERSONNEL OR ANY TECHNOLOGY, SOFTWARE OR EQUIPMENT USED BY SELLER OR A SELLER PERSONNEL TO PROVIDE SERVICES TO TI INFRINGES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR WAS MISAPPROPRIATED FROM SUCH THIRD PARTY (COLLECTIVELY, "LIABILITIES"). SELLER'S INDEMNIFICATION FOR AN INFRINGEMENT OR MISAPPROPRIATION CLAIM WILL NOT APPLY TO THE EXTENT THAT THE INFRINGEMENT OR MISAPPROPRIATION ARISES OUT OF A MODIFICATION OF THE GOODS, SOFTWARE OR DELIVERABLES BY TI THAT WAS NOT APPROVED BY SELLER, AND BUT FOR SUCH MODIFICATION, THE GOODS, SOFTWARE OR DELIVERABLES WOULD NOT BE INFRINGING. SELLER'S OBLIGATIONS HEREUNDER ARE NOT LIMITED BY ANY LIMITATION ON ANY AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER ANY WORKER'S COMPENSATION ACT, DISABILITY BENEFITS ACT OR OTHER EMPLOYEE BENEFITS ACT. SELLER WILL NOT BE OBLIGATED TO INDEMNIFY THE INDEMNIFIED PERSONS FOR ANY PORTION OF ANY CLAIM THAT IS FINALLY DETERMINED OR ADJUDGED BY A COURT OF COMPETENT JURISDICTION, OR MUTUALLY AGREED UPON BY THE PARTIES IN WRITING, TO BE CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PERSON.

卖方同意赔偿 TI 及其管理人员、董事、雇员、代理人、关联机构、分包人、继承人和受让人（统称“被赔偿人”）因卖方及其雇员、服务商、分包方、代理或关联方下述原因引起的索赔、诉讼原由、诉讼、要求、损失、判决、损害、处罚、罚款、责任、费用和开支（包括（但不限于）合理的律师费、咨询费、诉讼费用及相关开支）（统称“索赔”）等损失：

（I）过失、重大过失或故意的不当行为、（II）违反明示或暗示保证；（III）违反相关法律法规的行为；（IV）违反本协议之条款条件；或（V）卖方或卖方人员向 TI 提供的货物、服务或成果，或者卖方或卖方人员用以向 TI 提供服务的技术、软件或设备侵犯第三方的知识产权或违规使用第三方上述资源而造成的声索（统称“责任”）。卖方针对侵权或违规之诉的赔偿责任不包括对货物、软件或交付成果的侵权或违规使用行为是由于 TI 未经卖方批准而对其进行了相应的修改，而该修改行为并不涉及对货物、软件或交付成果的侵权。卖方的此项义务不受工人报酬法、残疾福利法或其它雇员福利法对卖方所得或所付赔偿、补偿或利益金额或种类的限制。卖方的赔偿责任不包括索赔人已经被拥有完全管辖权的法院所终审裁定或判决的，或索赔人已与他方书面达成和解的任何部分的赔偿，且该赔偿是由于索赔人的过失、重大过失或故意行为所引起的。

- (b) Whenever a Claim under this Section 8 arises the Indemnified Persons will (i) give Seller notice of the Claim; (ii) permit Seller to defend and control the defense of the Claim, at Seller's expense; and (iii) give Seller information and assistance reasonably available to the Indemnified Persons and necessary for Seller to defend the Claim, at Seller's expense. In addition, each party will provide to the other written notices and copies of communication from third parties received or made by such party relating to the Claim. Promptly after receiving notice, Seller will evaluate the Claim and notify TI of whether it will undertake the defense of such Claim. TI is entitled to participate in the defense of any such Claim at its own expense and with counsel of its choosing. If at any time TI believes that its potential proportionate responsibility with respect to a Claim is greater than Seller's potential proportionate responsibility, TI may, at its option, assume control of the defense of such Claim through counsel of its choice and at its own expense. Seller will not, without the Indemnified Persons' prior written consent, settle or compromise any Claim that assigns to any Indemnified Person liability for all or any portion of a Claim or that does not provide Indemnified Persons with a complete and irrevocable release of all Claims.

无论何时根据本第8节提出的索赔，受偿人将（i）将该索赔通知卖方；（ii）允许卖方对索赔进行辩护，并控制其辩护；（iii）向卖方提供合理必要的信息和协助，该等信息受偿人应当知晓，以便卖方为索赔进行辩护。此外，每一方均应向另一方提供其收到第三方的或作出的与索赔有关的书面通知和通信副本。卖方应在收到本条所述通知后立即对索赔进行诚信评价，并将是否承担索赔抗辩通知 TI。TI 有权参与任何此类诉讼的辩护，其律师由其选择，费用由其承担。然而，如果在任何时候，TI 认为其对索赔的潜在比例责任大于卖方的潜在比例责任，则 TI 可选择通过其选择的律师并自费取得对辩护的控制权。未经受偿人事先书面同意，卖方不得就转让给任何对全部或部分赔偿负责的受偿人的索赔，或未规定对受偿人的所有索赔予以完全且不可撤消的豁免。

## 9. Insurance 保险

Seller shall maintain and require Seller's subcontractors to obtain and maintain in force insurance coverage in amounts acceptable to TI, including, but not limited to, Commercial General Liability (CGL) insurance, Automobile Liability insurance, Employer's Liability insurance. Seller shall be compliant to the relevant laws and regulations addressing an employer's obligations to its employees for injuries and disease suffered as a result of employment in the jurisdiction in which Seller operates. 卖方应按 TI 可接受的保额购买保险并保持其有效，并要求卖方的承包商购买上述保险并保持其有效，包括（但不限于）商业综合责任（CGL）保险、机动车责任险、雇主责任险、工人报酬险，以及卖方应当遵守卖方营业所在区域的相关的法律法规规定的雇主对于员工因雇佣而受伤和疾病所需承担的责任。

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

- (a) Seller agrees to permit TI and TI's customer (or Government representatives if this Purchase Order references a U.S. Government contract or subcontract number) to verify the quality of goods and services being provided under this Purchase Order at any production stage in Seller's facility. Verification may consist of a physical assessment or surveillance of Seller's facilities and quality programs and/or a source inspection. Deficiencies identified during such verification shall be corrected by Seller in the most expeditious manner possible and may be validated by TI. Seller shall provide all reasonable facilities and assistance for the safety and convenience of personnel engaged in such verification. Seller shall include in each subcontract Seller makes hereunder appropriate provisions to the same effect. Any inspection performed by TI or TI's customer as set forth herein shall not constitute acceptance of the goods and services and shall not waive TI's right to return material to Seller that exhibits or develops defects.
- 卖方同意允许 TI 及 TI 客户（或政府代表（当本订单引用美国政府合同或分包合同编号时））在卖方工厂任何生产阶段对本订单项下提供的商品与服务的质量进行验证。验证可包括对卖方设施和质量计划的物理评估或监督和 / 或来源检验。对验证中发现的缺陷，卖方应以最快速的方式加以纠正，而且可以为 TI 所证实。卖方应提供所有合理的设施和帮助，以保证验证人员在验证过程中的安全与便利。卖方应在其依据本订单订立的每个分包合同中包含具有相同效力的适当条款。本订单中规定的由 TI 或其客户进行的检验不构成对商品与服务的接受，也不构成 TI 放弃将呈现或形成缺陷的材料退回卖方的权利。
- (b) Unless otherwise provided in Purchase Orders issued by TI, Seller shall ensure that the manufacturing processes used meet the technical requirements of the drawings, specifications, engineering changes and added requirements applicable to the Purchase Order. Seller shall maintain an appropriate inspection measurement or test system sufficient to verify that it is meeting the technical requirements. Further, at TI's request, Seller shall provide objective evidence that such inspection measurement or test system has been implemented and is in operation.
- 除非 TI 签发的订单中另有规定，否则卖方应保证所采用的制造工艺符合图纸、规范、工程变动的技术要求以及适用于订单的额外要求。卖方应维持充分合适的检验手段或检测制度，以证明其符合上述技术要求。另外，卖方应在 TI 要求时提供上述检验制度已实施并运行的客观证据。
- (c) Seller shall comply with the Texas Instruments General Quality Guidelines for Suppliers, which is updated periodically and is located at <http://wpl.ext.ti.com>.

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

## 11. Acceptance and Warranty 验收保证期

- (a) Acceptance. Unless otherwise specified herein, acceptance of material by TI will not occur until after arrival at the TI facility specified in this Purchase Order and after reasonable inspection and/or review by TI. Any goods rejected by TI may be returned to Seller at Seller's expense for full credit of the purchase price. Inspection and/or review may be performed at TI's option on a statistical sampling basis. The entire lot may be rejected based on defects revealed by such sampling. At TI's option, the rejected lot will be either returned to Seller for replacement or credit or 100% screened by TI with the cost of such screening paid by Seller. The inspection and/or review performed at TI on receipt of goods is a conditional acceptance, and shall not waive TI's right to return material to Seller that exhibits or develops defects during or after installation or testing of the end product.
- 接受。除非本订单另有规定，材料到达本订单中规定的 TI 工厂并经过合理检验和/或审查后 TI 才进行材料验收。未通过验收的商品可退回卖方，费用由卖方负担，同时卖方全额退回购货价款。TI 也可选择以统计抽样和/或审查的方式进行检验。抽样检验发现缺陷的，可拒收整批货物。TI 可选择将拒收的货物退回卖方以更换新货或退款，也可在卖方付费的条件下由 TI 进行 100% 筛选。TI 在收货后进行的检验和/或审查属于有条件的接受，不视为 TI 放弃将最终产品安装或检测之时（或之后）呈现或形成缺陷的材料退回卖方的权利。
- (b) Goods. Seller warrants that all goods supplied by Seller under this Purchase Order (i) conform to the requirements, specifications, drawings, samples or other descriptions furnished by TI or referenced in this Purchase Order, (ii) are of good material and workmanship, (iii) are free from all defects in manufacture or design, (iv) are of merchantable quality, (v) are free of all liens and Encumbrances, and (vi) are fit for their intended purpose. Such warranties by Seller shall run to the benefit of TI and its customers. TI's approval of designs furnished by Seller shall not relieve Seller of its obligation under this warranty. Seller's warranty shall be effective for a period of time as set forth on the face of this Purchase Order, or if such time is not set forth on the face of this Purchase Order, the warranty shall be effective for five (5) years after the date of TI's acceptance of goods, or for such longer period specified by Seller. Seller agrees that shipment of goods against this Purchase Order constitutes certification that all goods included in this shipment conform in all respects to the applicable requirements, specifications, drawings, samples or other descriptions furnished by TI or referenced in this Purchase Order. Seller will make process control data, inspection and test reports covering the goods and their parts available for review and examination by TI or its authorized representatives to verify conformance to such applicable specifications and drawings. A certificate of conformance must accompany individual shipments when so specified on applicable specifications or drawings, or in this Purchase Order. Seller shall, at Seller's expense and at TI's option, promptly repair, replace or refund to TI amounts paid for any goods that do not conform to this warranty. All costs

associated with returning non-conforming goods shall be borne by Seller. Non-conforming goods shall be returned freight collect to Seller. Seller shall send replacement material freight prepaid and Seller shall also bear the cost of premium transportation when TI indicates that obtaining such replacement material places critical time or delivery schedule constraints on TI. If Seller does not repair or replace the non-conforming or defective goods within thirty (30) days or such period of time agreed to by TI, then TI shall have the option to request a refund for such non-conforming or defective goods. Seller will provide such refund within ten (10) days of TI's request for such refund. If non-conforming goods from Seller have been incorporated in products manufactured by TI, or if such non-conformances otherwise cause harm to TI's direct or indirect customers, then Seller shall reimburse TI for all reasonable expenses and for all penalties incurred by TI in connection with any scrapping, recall or other return of such goods (or items incorporating them).

货物。卖方保证其在在本订单项下提供的所有商品 (i) 符合 TI 提供的或本订单中引用的要求、规范、图纸、样本或其它描述, (ii) 并保证该商品采用优质材料和优良工艺制造, (iii) 无任何制造或设计缺陷, (iv) 具有适销质量并适合其既定用途, (v) 无任何抵押和使用障碍, 以及 (vi) 保证其能满足设计需要。卖方的上述保证应以 TI 及其客户的利益为目的。TI 批准卖方提供设计时, 不免除卖方在本保证项下的义务。卖方的保证期应写在本订单的正面; 若订单正面没有相关时间的规定, 则保证期应为自 TI 验收货物之日起五 (5) 年或由卖方规定的更长期限。卖方同意, 当按本订单规定将货物装运时, 视同认定装运的所有货物全面符合 TI 提供的或本订单中引用的相关要求、规范、图纸、样本或其它描述。卖方将提供工艺控制数据、关于货物及其零部件的检测报告, 供 TI 或其授权代表进行审查和检验, 以证明商品符合上述相关规范和图纸要求。在相关规范、图纸或本订单中要求时, 每批货物交付时均须提供合格证书。对不符合该保证的商品, TI 可选择让卖方即时维修、更换或退回 TI 已付货款, 费用均由卖方负担。所有与退回不合格商品有关的费用均由卖方负担。不合格商品退回卖方时, 应采用运费到付条款。卖方发送替换材料时应采用运费预付条款; 在 TI 表示急需获得替换材料或交付时间紧张时, 卖方也应担负额外的运输费用。如卖方在三十 (30) 天内或 TI 同意的期间内, 未能修复或替换不合格或有缺陷的货物, TI 有权要求对于该不合格或有缺陷的货物进行退款。卖方需在 TI 发起退款要求后十 (10) 天内进行退还相应款项。若来自卖方的不合格商品已包含在 TI 已制造的产品中, 或该不合格问题已对 TI 的直接或间接客户造成损害, 卖方应就所有合理费用及 TI 因上述商品 (或包含上述商品的产品) 的报废、召回或退回而遭受的处罚向 TI 支付补偿款。

- (c) Services. For a period of five (5) years from the performance of the service, Seller warrants and represents to TI that any services to be provided under this Purchase Order will be provided in accordance with the specifications and requirements agreed to by TI, using sound professional practices and standard of skill and care that is no less than that ordinarily exercised by experienced and competent contractors performing services of a similar nature to the services to be provided under this Purchase Order. Further, Seller warrants that the services will be proper and sufficient for the purposes contemplated by this Purchase Order. If the services do not conform to the warranties set forth herein, Seller will, at TI's option and at Seller's sole cost and expense, either (i) re-perform such services until or (ii) refund all payments made by TI to Seller for the non-conforming services.

服务。自卖方提供服务起五 (5) 年内, 卖方向 TI 保证, 其在提供本订单项下的服务时将依照 TI 同意的规程和要求, 良好的专业惯例, 其所使用的技能和审慎标准不低于有经验且合格的承包商进行类似于本订单项下所提供的服务时通常实行的标准。另外, 卖方保证该服务能适当且充分满足本订单规定的目的。如该服务未能达到此保证要求, 卖方将根据 TI 的选择并其自费承担, 或者 (i) 重新履行相应的服务或 (ii) 对于不符合要求的服务对 TI 所付款项做退款处理。

- (d) Liens. Seller shall not file any claim of lien or stop-notice or any other demand for payment or security therefor (collectively, "Liens") on or against TI or any TI property. If a Lien made or filed on or against TI or any of TI's property by any person claiming that Seller or any of Seller's contractors, subcontractors or other suppliers or any other person claiming that any of them has failed to perform its contractual obligations or to make payment for any labor, services, trust fund contribution, materials, equipment, taxes, or other item furnished or obligation incurred for, or in connection with, the services provided to TI, then TI has the right to (i) retain or withhold from payment due to Seller adequate amounts to cover such claims and/or (ii) be reimbursed by Seller for an amount sufficient to (A) satisfy, discharge, and defend against any such claim of Liens, or any action or proceeding thereon that may be brought to judgment; (B) make good any such nonpayment, nonperformance, damage, failure, or default; and (C) compensate TI for and indemnify it against any and all loss, liability, claim, damage, cost, and expense (including attorneys' and consultants' fees and costs of suit) sustained or incurred in connection therewith.

抵押权。卖方不会对或针对 TI 或 TI 财产设置任何抵押或止付通知或其他费用偿付要求或保证 (统称为“抵押权”)。如任何人因对卖方或任何卖方的合作方、分包方或其供应商主张权利, 或任何其他人士主张上述方未能履行其合同义务或未能支付劳务、服务、信托基金捐款、原材料、设备、税款或其他涉及为 TI 提供服务过程中产生或应付的相关费用, 而对 TI 或 TI 的财产设置或登记抵押权的, TI 有权 (i) 暂停或撤回向卖方的付款, 该费用需足够赔偿前述主张赔偿之用, 和/或 (ii) 卖方向 TI 补足相应的费用包括 (A) 满足在该抵押权之诉的裁决过程中的抗辩或采取其他必要措施的费用; (B) 因此引起的任何未付款、未履行、损坏、失败或违约而产生的费用; 以及 (C) 赔偿并补偿 TI 因此产生的所有损失、责任、索赔、损坏、成本和费用 (包括律师费和咨询费和诉讼成本)。

- (e) General. Seller represents and warrants that (i) it has the requisite authority to accept this Purchase Order and perform its obligations hereunder, (ii) the execution and performance of its obligations under this Purchase Order shall not result in any violation or breach of any agreement, court order, injunction or judgment, (iii) it has obtained all licenses and permits required under applicable laws and regulations for the operation of Seller's business and the provision of the goods and/or services contemplated hereunder and (iv) it will use only persons authorized to be employed in the location in which they will be working under applicable immigration and labor laws.

一般条款。卖方代表其在此保证 (i) 其拥有必要的授权接受此订单并根据此订单履行其义务, (ii) 在此订单项下履行其义务并不导致卖方侵犯或违反任何的合同约定、法庭命令、强制令或判决, (iii) 卖方在其此提供的货物和/或服务已经获



得了其从事的商业领域有适用的法律法规要求的所有证照和批准以及 (iv) 卖方仅使用工作地的移民和劳动法下认可的可合法雇佣的人员。

## 12. TI Property TI 财产

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

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

## 13. Rights in Work Product 工作成果权利

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

在履行本订单过程中, 卖方可进行构想并将其以有形或无形的形式体现为发明、发现、改进、构思、书面资料、文件、数据库、设计、磁盘、磁带、程序、软件、架构、文档以及其它资料 (统称 "工作成果")。所有的知识产权, 包括 (但不限于) 版权 (包括掩膜作品权)、专利权、设计权、数据库权、专有技术权、商业秘密及其它保密信息以及其它在全球类似的权利, 不论是否已注册且包括对上述权利的申请 (统称 "知识产权"), 自产生之日起即完全归 TI 所有。所有工作成果均视为美国版权法规定的 "雇佣作品", 其自产生之日起即归 TI 所有。若工作成果未达到成为 "雇佣作品" 的条件, 则在任何情况下工作成果的所有知识产权 (包括版权) 被视为自其产生之日起自动转让给 TI。卖方同意将工作成果的所有知识产权转让且在此转让给 TI, 并放弃对 TI 有利的精神权利。TI 在全球有权以 TI 认为适当的方式使用、编辑、翻译、出版、转让或出售卖方编写的工作成果, 且无需额外向卖方支付报酬。工作成果被视为 TI 的保密信息, 不得向除 TI 以外的任何一方披露, 也不得未经 TI 事先书面同意而由卖方或其他方使用。

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

尽管有上述规定, 卖方及其许可人保留对所有在本订单签发前业已存在的由卖方开发、获得或编写的有形或无形的知识财产 (统称 "已有权利")。若卖方的已有权利已嵌入在本订单项下向 TI 提供的商品和 / 或工作成果中或成为该商



品或工作成果不可分割的一部分，卖方授予 TI 及其子公司和附属公司对该已有权利进行无需说明理由的制作、使用、复制、修改、发行和展示的许可，该许可具有永久性、免使用费、不可撤销、具有全球性、非独占、可转让（有分许可权利）的特性。若有已有权利嵌入在本订单项下向 TI 提供的商品和 / 或工作成果中或成为该商品或工作成果不可分割的一部分，卖方应提前向 TI 发出通知。

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

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

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

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

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

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

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

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

- (a) Seller agrees that if the transaction contemplated by this Purchase Order requires Seller to procure one or more components or materials, including but not limited to semiconductors, integrated or discrete circuits, or any chemical or metal (whether pure, compounded or alloyed) Seller shall procure such components or materials solely from either the original manufacturer of the component or material, or that manufacturer's authorized distributors or, with TI's express written approval, from another third party. Seller must review and maintain all documents necessary to show chain of custody of a component or material to its original manufacturer. Furthermore, if Seller utilizes a third-party to provide a component or material for Seller's use in completing the work contemplated in this Purchase Order, Seller must provide TI with documentation of traceability to the original manufacturer. If Seller is unable to provide such documentation, then Seller shall inspect, test and authenticate such components or materials in accordance with existing applicable industry standards, and certify in writing to TI that Seller has successfully done so.

卖方同意，若本订单拟定的交易要求卖方购买一种或多种组件或材料，包括（但不限于）半导体、集成或分立式电路或化学品或金属（不管是纯的、合成的还是合金的），卖方将仅从该组件或材料的原始制造商或其授权经销商购买，或在获得 TI 明确的书面批准后，向其他第三方采购相应的组件或材料。卖方需审查并保留所有必要文件以显示该组件或材料从其原厂生产商出厂起始的采购路径。如卖方使用第三方提供的零部件或原材料以完成本协议项下业务时，卖方需向 TI 提供该组件或材料可追溯至原厂生产商的证明文件。如卖方无法提供该类文件，则卖方应对此类零部件或原材料进行检查、测试且证明其符合现存相关适用的工业技术标准，并书面向 TI 保证卖方已经完成了前述检测证明流程。

- (c) If Seller becomes aware of, or reasonably suspects, the design, development, marketing, distribution or sale of any counterfeit or copied TI product(s), Seller will promptly notify TI in writing of such design, development, marketing, distribution or sale. Seller will provide all reasonably requested assistance and support to TI in connection with any TI investigations or inquiries regarding such activity.
- (d) 如果卖方知晓或合理怀疑任何假冒或复制的 TI 产品的设计、开发、营销、分销或销售，卖方应立即将该等设计、开发、营销、分销或销售以书面形式通知 TI。卖方将在有关该等活动的任何调查或询问中，向 TI 提供所有合理要求的协助和支持。

#### 16. Changes 修改

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

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

- (b) Seller shall not make any changes in manufacturing, materials, testing, configuration, or otherwise that alter the form, fit or function or adversely affect the quality or reliability of the goods sold to TI, nor shall it make any changes to any specifications or requirements, unless it has first obtained TI's prior written consent.  
未事先获得 TI 的书面允许，卖方不得在制造、材料、测试、配置或其它方面进行修改以致其向 TI 所售商品的形式、适用性或功能发生变化，或对其质量或可靠性造成不利影响，也不得对规范或要求进行修改。

## 17. Termination, Reschedule and Suspension 终止、改期和暂停

- (a) Termination for Cause. TI may terminate this Purchase Order at any time upon written notice due to (i) Seller's failure to comply with the terms of this Purchase Order, including failure to comply with the ethical conduct standards described in Section 4, (ii) the winding up or liquidation of Seller's operations in the normal course of business, (iii) a material violation of applicable laws and regulations, (iv) the filing of a bankruptcy petition or proceeding seeking relief under applicable laws and regulations that is not dismissed within sixty (60) days after its filing or (v) the appointment of a receivership for all or substantially all of the Seller's assets. Upon the termination of this Purchase Order for cause, (A) neither party shall have any further obligation or liability to the other party as of the termination date unless expressly provided herein, (B) TI will pay all outstanding invoices for goods or services provided to TI prior to the termination date that meets the requirements set forth in this Purchase Order and these terms and conditions, (C) Seller shall promptly return all of TI's Confidential Information and if requested by TI, certify in writing that it has done so and (D) if requested by TI, Seller will cooperate with TI in good faith to assist TI to transition the performance of the services or provision of the goods to a third party or to TI's internal operations.  
因事终止。 TI 可在任何时间因如下原因发出书面通知后终止本订单：（i）卖方不遵守本订单的条款，包括第 4 条规定的道德行为标准，（ii）卖方因政策商业原因而停业、清算的，（iii）实质性违反使用的法律法规，（iv）申请破产或在适用的法律法规下寻求破产保护，六十（60）天内未能解除申请的或（v）卖方全部或绝大部分财产被置于破产管理阶段。如若本订单因此终止，则（A）除非另有约定，任意一方对于相对方的进一步义务或责任于本订单终止日即行终止，（B）对于终止日前卖方提供的符合呀求及订单相关条款与条件的货物或服务，TI 将支付相应价款。（C）卖方需尽快退还所有 TI 的保密信息，如 TI 提出要求，则需书面向 TI 确认已经完成了相应的退还行为并，（D）如 TI 要求，卖方应尽力协助 TI 将相关的服务或货物的交付履行工作转移给第三方或 TI 内部进行操作。
- (b) Termination for Convenience. TI may terminate the work to be performed hereunder in whole or in part at any time without cause by written notice to Seller without any liability or obligation to Seller. Upon notice of termination, Seller will inform TI of the extent to which it has completed its performance under this Purchase Order as of the date of the notice and collect and deliver to TI any goods, work product, or services, which then exists. TI will pay Seller for goods or services accepted and performed through the effective date of termination at the price set forth under the Purchase Order. TI will have no further payment obligation in connection with any termination.  
便宜终止。TI 可在任何时间向卖方发出书面通知，无理由全部或部分终止在本订单项下履行的工作，并不对卖方承担任何责任或义务。根据终止通知，卖方需告知 TI 其在本订单下，在此日期前已经完成的工作任务，并向 TI 整理提交的现有的所有货物、工作产品或服务。TI 需根据本订单下设定的价格向卖方支付终止生效日收到的货物或履行服务的费用。除此之外，TI 对于终止行为无其他任何支付义务。
- (c) Rescheduling and Suspension. TI may, at its discretion and with reasonable notice to Seller, reschedule or suspend the delivery of the goods or performance of services under this Purchase Order, in whole or in part, without any liability or further obligation to Seller.  
改期和暂停。 TI 可根据其需要并合理通知卖方后，调整或暂停本订单下全部或部分货物或服务交付履行时间，并不对卖方承担相应的责任。

## 18. Liability Limitations 责任限制

IN NO EVENT SHALL TI BE LIABLE TO SELLER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PURCHASE ORDER, EVEN IF TI HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. In no event shall TI's liability to Seller for any breach of any provision of this Purchase Order exceed the purchase price for goods or services delivered and accepted hereunder.

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

## 19. Prices 价格

- (a) Except as provided by Section 16 above (Changes), TI may delay payment for any shipment as a result of any increase



in price above the price indicated on this Purchase Order until the pricing discrepancy is resolved, at which time the payment terms set forth below shall apply. If Seller issues a general price decrease for any equipment and/or materials similar to the items described on this Purchase Order, a comparable price reduction shall automatically apply to the items described in this Purchase Order.

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

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

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

## 20. Payment Terms 支付条款

The following payment terms are applicable to this Purchase Order:

本订单适用下列支付条款：

- (a) **NET INVOICES 净发票**  
Net invoices will be paid thirty (30) days after the invoice date unless otherwise stated on the Purchase Order or agreed to in writing by both parties.  
净发票将在发票开出之日后 30 天内付款，但订单另有规定或双方另有书面约定的除外。

- (b) **DISCOUNTED INVOICES 贴现发票**  
The acceptance of discount offers will be at TI's discretion and any discounted terms will be negotiated by the parties.  
TI 可决定接收发票提供的贴现，贴现条件由双方商定。

- (c) All schedules of payments stated above are based upon receipt by TI of goods or services or shipment based upon the Incoterms indicated on the face of this Purchase Order. TI shall have the right to set off any amounts which may become payable to Seller by TI against any amounts Seller may owe to TI under this Purchase Order.

所有上述付款时间计划的前提条件是 TI 收到商品或服务或按本订单正面规定的 Incoterms 条件完成装运。TI 有权将 TI 应付给卖方的任何金额抵销卖方根据本采购订单可能欠 TI 的任何金额。

- (d) Invoices shall include a valid Purchase Order number, line item number, and in the currency corresponding to the applicable Purchase Order. Unless otherwise directed by TI in writing, Seller will issue an invoice corresponding to a single Purchase Order. All invoices for goods must be submitted immediately of goods being received or services being confirmed by TI

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

## 21. Taxes 赋税

Seller is responsible for all taxes imposed by any taxing authority or government entity resulting from the provisions under this Purchase Order. Each payment to be made by TI under this Purchase Order shall be subject to any deduction, withholding or set-off of tax as may be required under applicable laws. Where applicable, Seller will upon request provide TI with appropriate tax documentation that may be necessary to prevent or minimize such deduction, withholding or set-off of tax. Seller must provide valid tax invoice prescribed under the VAT/GST Act of taxing authority or government entity resulting from the provisions under this Purchase Order.

卖方负责所有因本订单条款而导致的税务当局或政府实体收取的所有税金。TI 在本订单项下的每笔付款均应遵守相关法律关于纳税的扣除、预提或抵扣的规定。如适用，卖方将应要求向 TI 提供适当的税务文件，以防止或最大程度地减少税款的扣除、预提或抵扣。卖方必须根据税务部门或政府实体的增值税/消费税规定，对本订单项下的业务提供有效的税务发票。

## 22. Time of Delivery 交付时间

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

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

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

除非另有书面约定，卖方不承诺材料或生产将超过约定数量或交货时间早于 TI 规定的时间。卖方有义务遵守上述交货时间，但没有义务在 TI 提出要求前抢先行动。若卖方在先于规定的时间交货，TI 可将货物退回，费用由卖方承担。

## 23. Contingencies 突发事件

- (a) Force Majeure. If, despite Seller's best efforts, Seller is prevented from delivering the goods or services referred to in this Purchase Order as a result of governmental actions or regulations, fires, natural disasters and other similar unforeseeable causes beyond the reasonable control of Seller, the obligation to deliver shall be suspended for no longer than a reasonable time during which such causes continue to exist ("Force Majeure Period"). Seller must (i) give TI immediate, detailed written notice of the initial situation as soon as possible, (ii) deliver ongoing detailed status reports to TI regarding its efforts to fully remedy the situation and (iii) deploy all available reasonable resources to mitigate the impact of the delay on TI. TI may procure goods or services from a third party during the Force Majeure Period without any liability or obligation to Seller. Should the Force Majeure Period persists for more than forty-five (45) days, TI may, at its option, cancel this Purchase Order without liability or have Seller resume delivery upon removal of the intervening condition.

不可抗力。如卖方虽已尽最大努力，若由于政府行为或管制、火灾、自然灾害及其它类似不可预见的原因，导致卖方无法交付或 TI 无法接收本订单规定的货物或服务，且上述原因超出卖方的控制能力，则提供上述货物或服务的义务应暂缓履行，但暂停的时间不得超过上述原因存续期间的一个合理时段（“不可抗力期间”）。卖方必须：（i）尽快将初期状况立即书面详细告知 TI，（ii）向 TI 提供连续详细的关于其采取充分补救措施的状态报告，（iii）动用一切可用的合理资源以减少延期造成的冲击。TI 可以在不可抗力期间向第三方采购货物或服务而不对卖方承担任何责任或义务。若上述不可抗力情况持续超过四十五（45）天，TI 可撤消本合同且无需承担责任，也可让卖方排除干扰后重新交付。

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

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

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

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

## 24. Over-Shipments 超量交货

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

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

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

- (a) Unless otherwise instructed by TI on the face of this in the Purchase Order, Seller agrees to insure that shipments are properly packed and described in accordance with TI specifications and /or applicable carrier regulations. Shipments will be made in accordance with TI's Supplier Packing and Labeling Manual, Shipping instructions and Global Routing Guide which is updated periodically and is located at <https://wpl.ext.ti.com/itc/itc.htm>. TI may assist Seller by providing freight classifications or classifying material. Seller will not insure or declare value on shipments, unless TI specifies otherwise. When shipping via small parcel, Seller will ship freight collect. Seller shall consolidate shipments daily on one bill of lading per mode to avoid premium freight costs, unless instructed otherwise by TI. In case of any shipment that does not correspond to normal past practice between TI and Seller, or to standard practice in the industry, (e.g., requires special handling equipment or air ride suspension, or air shipment over weight break threshold, over 120 inches long or wide or over 56 cubic feet, etc.) Seller agrees to notify TI's appropriate transportation department and Global Routing Center as listed on this Purchase Order, 72 hours prior to shipment for special shipping instructions. Seller shall notify TI's Global Routing Center at least ten (10) days in advance of shipment for any capital manufacturing equipment. All truck shipments must be classified by Seller using the current "National Motor Freight Classification Tariff". Each box, crate or carton will show TI's full street address (not just post office box numbers) and Purchase Order and item numbers regardless of how shipped. On small parcel shipments, a packing list shall accompany each container and shall describe the contents of that container. On other shipments, Seller will provide a packing list to accompany each shipment, referencing the appropriate Purchase Order and item number. The bill of lading also will reference the Purchase Order and item number in the appropriate Customer Reference field whether transmitted on paper or electronically. Seller is responsible for packing any shipment correctly based on the carrier/mode utilized. Charges for packing and crating shall be deemed part of the purchase price, and no additional charges will be made there for unless specifically requested by TI on the Purchase Order. Seller agrees to ship via the carrier specified by TI and TI's Global Routing Center. Failure to ship via TI specified carrier will subject Seller to misroute debit and charge back of freight cost.

卖方同意确保对所运货物予以正确包装并根据 TI 规范和 / 或相关承运人规定对该货物予以描述, 除非 TI 在本订单正面写有其它要求。装运时应遵照《TI 供应商包装与标签手册》、装运说明以及《全球航线指南》(该文件定期更新, 网址是 <http://wpl.ext.ti.com>) 进行。TI 可通过提供货物分类表或分类资料协助卖方。卖方不保证或不申报货运价值, 但 TI 另有规定的除外。当通过小包装运输时, 卖方将采取运费到付的方式运输。卖方应就每种方式将每天的货物运输合并并在一张提单上以避免额外的运费成本, 但 TI 另有指示的除外。如果有任何运输不符合 TI 和卖方之间过去的通常做法或行业内的标准做法(例如, 要求特殊处理设备或空运悬挂, 或重量超限、长或宽超过 120 英寸、或体积超过 56 立方英尺的空运等), 卖方同意在运输前 72 小时通知本订单中列明的相关 TI 运输部门和全球航线中心, 以寻求特殊运输指示。卖方需针对任何资产制造类设备的运输应提前至少十(10)天通知 TI 的全球路线规划中心。卖方必须根据《国家机动运输分类费率表》对所有卡车运输货物进行分类。每个盒子、板条箱或纸板箱, 不论运输方式, 都应标明 TI 的完整街道地址(不只是邮政信箱号)、订单号和货号。采用小包装运输时, 每个集装箱都应附有一份装箱单, 以描述该集装箱所装货物内容。采用其它运输方式时, 卖方将就每个批次附随提供一份装箱单, 装箱单中应写明其相应的订单号和货号。提单(不管是纸质的, 还是电子版)中也应在相应的客户查询一栏中写明订单号和货号。卖方有责任根据使用的运输工具 / 方式对货物进行正确包装。包装和装箱的费用应视为购买价格的一部分, 不得就此额外收费, 但 TI 在订单中有特别要求的除外。卖方同意由 TI 及 TI 全球航线中心指定的承运人运输。若未由 TI 指定的承运人运输, 卖方应承担航线错选责任并退回已付的运费。

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

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

## 26. Trade Compliance 出口合规

- (a) Exports, re-exports, and transfers of products, Services or any other items provided to Seller by TI or otherwise obtained by Seller from TI pursuant to this terms and conditions (collectively, the "Items") may be subject to U.S. export controls and sanctions. Seller acknowledges and agrees that (i) it will comply with all applicable laws and regulations, (ii) the Items may not be exported, re-exported, sold or transferred to U.S. embargoed, sanctioned, or restricted destinations, persons, or entities without first obtaining any necessary governmental authorization and (iii) it will require all of its contractors, subcontractors, suppliers and vendors to comply with the requirements set forth in subclauses (i) and (ii).

由 TI 提供给卖方或卖方根据本协议以其他方式从 TI 获得的产品, 服务或任何其他物品的出口, 再出口和转让(统称"物品")可能会受到美国的出口管制和制裁。卖方确认并同意(i)将遵守所有适用的法律和法规,(ii)未事先获得任何必要的政府授权, 这些物品可能不能被出口, 再出口, 出售或转移到美国禁运, 制裁或限制的目的地, 个人或实体,(iii)将要求其所有承包商, 分包商, 卖方和供方遵守(i)和(ii)条款中的要求。

- (b) Each party shall, at its own expense, secure export and import authorizations necessary to fulfill its obligations under this Section 26. Seller will indemnify and hold the Indemnified Persons (including its agents and representatives) harmless against any Claims arising out of Supplier's non-compliance with this section. If any required authorization cannot be obtained, or in the event Seller breaches this Section 26, TI may terminate, cancel, or otherwise be excused from any



obligations that it may have under this terms and conditions. TI product classifications are for convenience only and shall not be construed as a representation or warranty of any kind; Seller is responsible for its own compliance obligations.

各方均应当确保自负费用取得履行本协议第 26 条规定的义务所必需的进出口授权。对于因卖方不遵守本条规定而引起的任何索赔，卖方将赔偿受偿人（包括其代理商和代表）并使其不因此受损害。如果无法获得必需的授权，或者如果卖方违反了第 26 条规定，TI 可能会终止，取消或以其他方式免除其根据本协议可能承担的所有义务。TI 产品的出口管制分类仅是为了提供便利，不得解释为任何形式的陈述或保证；卖方应对其自身的合规义务负责。

- (c) Notwithstanding anything to the contrary contained on the face of this Purchase Order, including any specified Incoterm, Supplier shall be solely responsible for payment of all applicable tariffs, duties, levies and similar costs in connection with the import or export of goods supplied hereunder. Supplier shall, at no additional cost to TI provide cooperation and prompt support in connection with any TI's requests for information reasonably necessary to respond to inquiries from customs authorities, facilitate preferential tariff treatment or to otherwise comply with applicable import laws and regulations. Such cooperation shall include, without limitation, Supplier providing Harmonized Tariff Schedule codes and Export Control Classification Numbers for all goods supplied hereunder, along with any supporting origin documentation as may be reasonably requested by TI.

尽管本采购订单正面包含任何相反的内容，包括任何特定的国际贸易术语术语，供应商应全权负责支付与本采购订单项下供应的货物的进出口相关的所有适用关税，关税，征税和类似成本。供应商应在不向 TI 收取额外费用的情况下提供合作和及时支持，以响应海关当局的询问，促进优惠关税待遇或遵守适用的进口法律和法规。此类合作应包括但不限于供应商为本协议项下提供的所有货物提供统一关税表代码和出口管制分类编号，以及 TI 合理要求的任何原产地证明文件。

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

上述条款在本订单终止或解除后继续有效。

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

- (a) Seller shall identify, create and safely retain full and detailed accounts and exercise all such controls as may be necessary or helpful for proper financial management, quality system management, documentation and compliance under this Purchase Order. Seller's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data related to this Purchase Order ("Records") shall be preserved for a period of three (3) years after final payment or for such longer period as may be required by law. 卖方应制定、建立和安全地保留完整和详细账目并进行必要的管理，以满足本订单项下的财务管理、品质体系管理、档案及合规要求。卖方的记录、账簿、通信、指示、图纸、收据、分包合同、订单、凭证、备忘录及其它与本订单有关的资料（统称“档案”）应自最后付款算起保存三 (3) 年，或按法律要求保存更长时间。

- (b) Seller shall retain quality and reliability records related to the Purchase Order for at least five (5) years from the date of the creation or longer as may be required by law. At a minimum, quality and reliability records shall include quality management system certifications, supplier approval and performance assessments, product final acceptance and reliability results, process/product change qualifications, returned material analysis and corrective actions reports, and so forth.

卖方需就本订单下涉及质量和可靠性的记录，应自建立之日起保留五（5）年，或如法律要求保留更长的时间，依据法律规定的期限保留相关数据。该质量和可靠性记录至少应包括质量管理体系认证、批准纳入卖方的文档和其绩效分析、产品最终接收和可靠性验证结果、流程/产品更改的合格性确认、退回货品分析和改进措施报告等。

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

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

## 28. Supply Chain Security 供应链安全

Seller agrees that it will comply with applicable TI supply chain security requirements in providing goods or performing services for TI and that it will provide supply chain security information to TI as requested, including information about Seller's status with regard to the US Customs Trade Partnership Against Terrorism ("C-TPAT") or AEO initiative, including provision of Seller's C-

TPAT or AEO account number where applicable. If requested by TI, Seller will ship goods using only TI-authorized transportation providers.

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

## 29. **Cybersecurity 电脑系统安全**

If Seller requires access to TI's internal computer network and any tools and equipment connected thereto, and related software ("TI Systems"), Seller shall fully comply with the TI policies, procedures, standards and guidelines related to the access and use of the TI Systems ("TI Information Access Policies") set forth at <https://wpl.ext.ti.com/>. Additionally, any of Seller's employees, contractors, agents and subcontractors (collectively, "Seller's Personnel") having access to the TI Systems must complete TI's Information Security Awareness training provided by TI. TI may revoke or suspend access to the TI Systems for any of Seller's Personnel that do not comply with the requirements of this paragraph or that misuse the TI Systems, and Seller shall be responsible for any delays resulting from such revocation or suspension. In addition to the TI Information Access Policies, Seller shall follow all other specific security practices and requirements previously agreed with or identified by TI, and in no event or circumstance shall ever employ less than commercially reasonable information technology security practices as appropriate for the services.

如卖方需接入 TI 内部电脑系统和任何与系统相连接的装备和设备，以及相关软件（“TI 系统”）卖方需完全遵从 TI 有关 TI 系统接入和适用的政策、流程、标准和指引（“TI 信息登入政策”），详见 <https://wpl.ext.ti.com/>。此外，任何卖方的员工、合作方、代理方和分包方（统称“卖方人员”）在登录 TI 系统前必须完成 TI 提供的 TI 信息安全须知的培训。TI 可以取消或暂停任何卖方人员登录 TI 系统的权限，如其未能遵守此条规定或存在滥用 TI 系统的行为，则卖方需对因此产生的延误结果承担责任。对于 TI 信息登入政策，卖方还需遵守其他事前与 TI 达成或确认的具体安全规程和要求，且该安全规程不得低于以正常执行相关服务所需的对商业资讯技术安全保护所要求的合理水准。

## 30. **Minority and Women Business Development 少数族裔和妇女拥有事业的发展**

In the United States, Seller acknowledges that TI strives to include in its supply chain certified minority or women-owned businesses and strongly encourages every supplier participating in our supply chain to have a robust process in place to source from certified minority and women owned business.

在美国，卖方承认，TI 努力将经过认证的少数族裔或女性拥有的企业纳入其供应链并强烈鼓励卖方设置相关切实流程从经认证的少数族裔或妇女拥有的企业进行采购。

## 31. **Assignment and Subcontracting 转让与分包**

Seller shall not assign or transfer its performance obligations without TI's prior written consent, and any attempted assignment or transfer without such consent shall be void. Seller shall not subcontract any portion of the work to be performed by Seller under this Purchase Order without the prior written consent of a duly authorized TI representative.

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

## 32. **Seller Ownership Change 卖方所有权变更**

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

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

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

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

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

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

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

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

### 35. Conflict Minerals 冲突矿产

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

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

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

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

### 36. Affordable Care Act 平价医疗法案

Seller and any Seller Personnel providing personnel performing services under this Purchase Order, shall comply with the Patient Protection and Affordable Care Act of 2010 and its related statutes and regulations (collectively, the "ACA") as it pertains to the Seller Personnel assigned to TI under this Purchase Order, including providing all Seller Personnel with minimum essential and affordable health coverage within the meaning of the ACA, and timely making all required filings under the ACA. The parties understand and agree that Seller, and not TI, is the common law employer of the personnel Seller employs to provide services to TI. However, if TI is deemed by the IRS to be the common law employer of any Seller Personnel, the parties agree to take all actions necessary in order to allow the parties to rely on the Treas. Reg. Sec. 54.4980H-4(b)(2) safe harbor to credit TI with the offer of health benefit coverage made by Seller, including TI paying an additional amount upfront to offer this coverage. Seller agrees to indemnify, defend, protect and save TI, from and against any and all claims, causes of action, penalties, taxes, assessments, interest, or other amount, arising (directly or indirectly) out of Seller's failure to comply with the requirements of this Section.

卖方及提供履行本订单项下服务卖方人员，应遵守《2010 患者保护与平价医疗法案》及其相关法律法规（统称“ACA”），因为该法案涉及本订单项下卖方向 TI 派遣的卖方人员，包括所有符合 ACA 项下最低价值和付得起的健康保险参保资格，并及时在 ACA 下注册过的卖方人员。双方同意，卖方，而非 TI，是受卖方雇佣为 TI 提供服务之人员的普通法雇主。但如果 TI 被美国国税局认定为卖方人员的普通法雇主，则双方同意采取一切必要措施以使双方可根据美国财政部条例第 54.4980H-4 (b) (2) 部分的安全港条



款，由卖方为 TI 购买健康保险，包括 TI 为该保险额外预支的费用。卖方同意赔偿，辩护，保护和帮助 TI 免于因卖方未能遵守本条规定而引起的所有索赔、诉讼事由、罚金、税金、评价费、利息、或其他费用（直接或间接因此产生的）。

**37. Reservation of Rights 权利的保留**

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

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

**38. Waiver 弃权**

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

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

**39. Attachments 附件**

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

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

**40. Government Contract Provisions 政府合同条款**

TI products are often used by our customers for end applications purchased by the U.S. Government. In such situations, U.S. Government procurement regulations, including but not limited to the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS) (collectively "Government Procurement Regulations"), may apply to TI's sale of our products. In the event that Seller's goods and/or services are used in relation to such TI products, TI may be required to flow down to Seller certain Government Procurement Regulations. At a minimum, Seller agrees to comply with the provisions of 18 C.F.R. §52.244-6 (Subcontracts for Commercial Items; also found at FAR 52.244-6). Seller also agrees to comply with other Government Procurement Regulations that TI identifies as a requirement for TI's purchases of Seller's goods and/or services. Any Government Procurement Regulation clause, which by its terms is required to be included in a U.S. Government subcontract for TI products, is hereby incorporated into these terms and conditions when applicable.

TI 的产品经常用于履行以美国政府为最终用户的采购项目。在此情况下，TI 销售的产品适用于美国政府项目采购的相关规定，包括但不限于《联邦采购条例》和《国防部联邦采购条例补充》（统称为“政府采购规定”）。如卖方的产品和/或服务会涉及这类 TI 产品的生产制造，TI 可以要求卖方遵守某些政府采购规定的要求。至少，卖方应同意遵守其 18 C.F.R. § 52.244-6 号法案相关条款（商业项目分包；同见于 FAR 52.244-6 号法案相关条款）。如 TI 采购的卖方的产品和/或服务被确认需符合其他政府采购规定时，卖方同时同意需遵守此类规定。任何适用于 TI 产品的涉及美国政府采购项目分包的政府采购规定的相关条款，均应被囊括入 TI 与卖方的采购订单中。

**41. Governing Language 权威语言**

This Terms and Conditions of Purchase is written and executed in the Chinese and English languages and the English language shall prevail in the event any inconsistency between these two languages.

本采购条款与条件以中英文书就及签署。如两种文本有任何不一致之处，英文文本应为权威文本。

- 结尾 -

