

Texas Instruments Taiwan Limited Terms and Conditions of Purchase

德州儀器工業股份有限公司採購條款與條件

General Provisions

一般性條款

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 TAIWAN LIMITED (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.

如雙方在執行相關協定自本訂單項下採購貨物、服務或其他成果時，則該協定中約定的有關採購行為的相關條款與條件，除另有約定外，均優先適用；如雙方未能達成相關協定條款，則通過接受本訂單和/或履行本訂單項下的條款，賣方同意完全遵守本檔中規定的採購條件。接受本訂單系表明接受本訂單條款，且在任何情形下賣方的條款與條件均不得適用。Texas Instruments Incorporation (包括德州儀器工業股份有限公司) (以下簡稱"TI") 對本訂單下的貨物，服務或成果的接受均不代表對賣方條件或條款的接受。賣方發貨不得帶有其他保留條件。

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.

對本訂購單的條款與條件的改變、修改、棄權、增補或修正只有當該等改變、修改、棄權、增補或修正系採用書面形式作出、且由正當授權的 TI 代表簽字時，才對 TI 有約束力。

2. Applicable Law 適用法律

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.

本訂單條款的效力、解釋和履行以及本訂單下做出的任何的購買行為均受德克薩斯州法律的管轄且不適用法律衝突原則。在本訂購單項下條款未做出修正的情況下，德州頒布的《統一商法典》第 2 條條款應適用於本交易。《聯合國國際貨物銷售合同公約》(維也納公約)不適用與本訂單。就本訂購單項下發生的任何爭議，雙方茲此將該等爭議遞交予位於德州達拉斯縣的州及聯邦法院裁定。

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 Seller base. If requested by TI, Seller agrees to timely certify compliance with such laws in such forms as TI may request.

賣方同意始終遵守所有適用的聯邦、州、市及地方法律、命令和規章。TI 希望賣方除自身守法外，還能促進其相關賣方知法、懂法和守法。如果 TI 要求，賣方同意及時以 TI 要求的形式及時證明其對該等法律的遵守。

4. Ethical Conduct 道德行為

- (a) Seller agrees to provide the products and perform the services hereunder with the highest ethical standards. TI expects Seller to select Sellers 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).

賣方同意按最高道德標準提供本訂單項下的產品，履行其服務。TI 希望賣方選擇有道德操守的賣方及合夥人，不從事任何導致及可能導致利益衝突、使 TI 處於窘迫境地或損害 TI 聲譽的活動。賣方將：(a)維持公司檔案記錄的透明、準確，並(b)在處理競爭性數據、專利資訊及其它知識財產（如第 13 條所述）時守法守信。

- (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.

賣方在此確認知曉美國《反海外腐敗行為法》(Foreign Corrupt Practices Act),以及賣方所在地與之類似的法律法規。禁止賣方出於獲得或保持生意之目的直接或間接地,向或承諾向任何政府官員或其家庭成員支付金錢或任何有價物品。賣方在此聲明並保證在其執行本訂單過程中,未曾且不會作出該等禁止性的支付。如賣方作出該等禁止性支付,TI可從本訂單下向賣方支付的款項中扣除一筆金額,該金額等值該禁止性支付的金額或價值。賣方對本條款的違反均視為對本訂單的重大根本違約,TI可立即終止本訂單。本條款中的“政府官員”系指任何政府(包括聯邦政府、州政府、地方政府、國家中央政府),以及任何政府部門、代理、公司(其中包括国有或国有控股企業),或公共國際組織的任何官員或雇員或任何政黨官員或任何政治機構候選人。

5. Supply Chain Responsibility 供應鏈責任

Seller agrees to comply with applicable TI Supply Chain Responsibility requirements as established in our Seller Environmental and Social Responsibility Policy and Seller 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.

賣方同意遵守 TI《賣方環境與社會責任政策》及《賣方行為準則》中規定的供應鏈責任要求。上述檔定期更新,網址是:<http://wpl.ext.ti.com>。若有要求,賣方同意完成與其供應鏈責任實踐有關的年度自我評價,並遵守進行核實所必須的審查要求的年度問卷。

6. Antidiscrimination and Humane Treatment of Workers 反對歧視與善待工人

- (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.

賣方將根據工作能力而不是個人特徵或信仰僱傭工人。

- (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).

賣方保證將不通過使用強迫勞動、監禁或契約勞工(包括債役)或違反關於最低年齡(ILO-C138)和童工(ILO-C182)的國際勞工公約而非法僱傭童工的方式進行產品(包括零部件)生產、製造、採掘或裝配。賣方將不以違背工人意願的方式、在任何期限內讓其保持工作。若賣方提供住房及飲食設施,其將保證以安全衛生的方式進行該設施的運營與維護。TI的產品或將用於履行與美國政府的合同,故賣家需同時遵守 FAR 52.222-50 法案相關規定(打擊人口販運)(同見下屬第 40 條)。

- (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.

賣方保持工作環境(包括管理工作)安全、健康和公平,保證超時工作不會導致不人道的工作狀況,包括非豁免員工的加班要求。賣方將向工人支付不低於法定最低標準的工資。賣方將保證工人自由決定是否加入其選擇的協會,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.

德州儀器是恪守公平機會原則的僱主和聯邦承包商或承包商。因此，在適用的前提下，賣方同意遵守 41 CFR 60-1.4(a)、41 CFR 60300.5(a) 和 41 CFR 60-741.5(a) 的要求，這些法律通過引用構成本訂單的一部分。上述法規禁止因受保護的老兵或殘疾人身份而歧視合格者，禁止因種族、膚色、宗教、性別、性取向、性別認同或民族而歧視任何人。另外，這些法規還要求所涉及的總承包 商和承包商採取積極措施，以保證在僱傭和升遷時不因種族、膚色、宗教、性別、民族、受保護老兵身份或殘疾而予以歧視。賣方還同意，在實用時其將遵守關於聯邦勞工法律規定的雇員權利通知的行政命令 13496 號(29 CFR 第 471 篇,A 節的附錄 A)的要求。

7. Information Protection 信息保護

- (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.

未經對方事先書面同意，任何一方不得公開宣佈或以其它方式披露有關本訂單的 存在或其條款的資訊(但當訂單引用美國政府合同或分包合同編號時向美國政府披露的情況除外)或進行有關本訂單的宣傳。除經過 TI 明確書面同意外，本訂單中任何條款不視為明示或暗示賣方給予、讓與或授予下列任何權利:(i)有關 TI 知識財產或權益的權利;(ii)在市場行銷宣傳資料、網站、報告、新聞發佈或其它媒體形式上使用 TI 的商標、商號、名稱或徽標，或將其用於任何產品、服務或推廣活動;(iii)將 TI 作為參考。在本訂單到期、終止或撤銷時，本款繼續有效。

- (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.

賣方向 TI 披露的知識或資訊不得被認為是保密資訊，TI 可無限制地進行使用或披露，但除了 TI 接受了依據即時執行的保密協定(該協定規定了 TI 關於該保密資訊的義務)除外。賣方承諾並同意所賣方或賣方人員在執行訂單項下義務時，接收、獲取或獲知自 TI 和第三方的資訊(如第 8(a) 項中所定義)(無論上述資訊是源自於 TI, TI 的分支機構或合作方)均應被認為是 TI 的保密資訊(統稱“保密資訊”)。賣方不得(i) 將保密資訊用於除履行訂單項下義務意外的其他任何目的；(ii) 在履行訂單項下義務時向無需知曉保密資訊的任何第三方洩露保密資訊的內容，以及(有鑑於保密資訊的保護責任與賣方訂單項下義務的履行同等重要)向對該保密資訊無法定禁止使用和保密義務第三方洩露該保密資訊。保密資訊不包括下述資訊(A)任何已為賣方知曉的且無保密義務的資訊；(B)非因賣方過錯而已為成為市場公開之下的資訊；(C)賣方從無保密義務的第三方正當獲取的資訊；或(D)賣方在不知曉保密資訊的情況下自行創制的資訊。

- (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.

賣方同意，在其收集、處理和/或使用任何與身份確定(或身份可確定)的自然人有關的資訊(個人資料)時，賣方將遵守所有相關的數據保護或隱私權法律法規，並將實施、保持和持續控制和更新技術的、組織的和物理的安全措施，以保護其取得的上述個人資料，(特別是)使其不受下列偶然的、未經授權的或非法的行為的損害:(i)損毀或丟失，(ii)更改，(iii)洩露或訪問。賣方將對所有個人資料予以保密，未經 TI 事先書面同意賣方不會將個人資料用於除履行本訂單項下服務之外的目的。未經 TI 事先書面同意，賣方不會將個人資料轉讓任何第三方。賣方同意在發現或懷疑就賣方知曉的個人資料被侵

犯或丟失或被非法使用、洩露、被非法獲取或個人資料和/或 TI 的商業系統被非法侵入的情況時，需儘快書面告知 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.

就賣方所知，(i)涉及賣方的資訊技術和電腦系統、網路、硬體、軟體、數據、商業機密，或設備無重大安全漏洞或其他安全問題；以及(ii)賣方遵守所有涉及數據隱私和安全或個人資料資訊的法律、法規、其涉及的協議約定和內部政策。賣方會根據 TI 的選擇，在 TI 要求或訂單終止後的三十 (30)天內，在 TI 的指導下，向 TI 退還所有個人資料(以便於攜帶的標準範本)和/或安全的刪除/銷毀相關個人資料，包括存在的所有現存的複製檔，並在完成後以書面方式向 TI 進行確認。如賣方根據相關法律法規規定需長期存放 TI 的個人資料數據，則賣方無需刪除/銷毀該等資料文本，但賣方需如實告知 TI，包括法律依據，以及相應的存儲期限。

8. General Indemnity 一般賠償

- (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.

賣方同意賠償 TI 及其管理人員、董事、雇員、代理人、關聯機構、分包人、繼承人和受讓人(統稱"被賠償人")因賣方及其雇員、服務商、分包方、代理或關聯方下述原因引起的索賠、訴訟原由、訴訟、要求、損失、判決、損害、處罰、罰款、責任、費用和開支(包括但不限於)合理的律師費、諮詢費、訴訟費用及相關開支)(統稱"索賠")等損失:(I)過失、重大過失或故意的不當行為、(II)違反明示或暗示保證、(III)違反相關法律法規的行為、(IV)違反本協定之條款條件；或(V)賣方或賣方人員向 TI 提供的貨物、服務或成果，或者賣方或賣方人員用以向 TI 提供服務的技術、軟體或設備侵犯第三方的智慧財產權或違規使用第三方上述資源而造成的聲索(統稱"責任")。賣方針對侵權或違規之訴的賠償責任不包括對貨物、軟體或交付成果的侵權或違規使用行為是由於 TI 未經賣方批准而對其進行了相應的修改，而該修改行為並不涉及對貨物、軟體或交付成果的侵權。賣方的此項義務不受工人報酬法、殘疾福利法或其它雇員福利法對賣方所得或所付賠償、補償或利益金額或種類的限制。賣方的賠償責任不包括索賠人已經被擁有完全管轄權的法院所終審裁定或判決的，或索賠人已与他方書面達成和解的任何部分的賠償，且該賠償是由于索賠人的過失、重大過失或故意行為所引起的。

- (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.

無論何時根據本第 8 節提出的索賠,受償人將(i)將該索賠通知賣方;(ii)允許賣方對索賠進行辯護,並控制其辯護;(iii)向賣方提供合理必要的資訊和協助,該等資訊受償人應當知曉,以便賣方為索賠進行辯護。此外,每一方均應向另一方提供其收到第三方的或作出的與索賠有關的書面通知和通信副本。賣方應在收到本條所述通知后立即對索賠進行誠信評估,並將是否承擔索賠抗辯通知 TI。TI 有權參與任何此類訴訟的辯護,其律師由其選擇,費用由其承擔。然而,如果在任何時候, TI 認為其對索賠的潛在比例責任大於賣方的潛在比例責任,則 TI 可選擇通過其選擇的律師並自費取得對辯護的控制權。未經受償人事先書面同意,賣方不得就轉讓給任何對全部或部分賠償負責的受償人的索賠,或未規定對受償人的所有索賠予以完全且不可撤銷的豁免。

9. Insurance 保險

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, Worker's Compensation and Occupational Disease Acts or similar 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.

賣方應按 TI 可接受的保額購買保險並保持其有效,並要求賣方的承包商購買上述保險並保持其有效,包括(但不限於)商業綜合責任 (CGL) 保險、機動車責任險、雇主責任險、工人報酬險,以及職業病法或賣方營業所在區域的相類似的法律法規規定的僱主對於員工因僱傭而受傷和疾病所需承擔的責任。

10. Inspection and Verification of Goods and Services 商品服務的核查驗證

- (a) Seller agrees to permit TI and TI's customers (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 customers 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.

賣方同意允許 TI 及 TI 客戶(或政府代表(當本訂單引用美國政府合同或分包合同編號時))在賣方工廠任何生產階段對本訂單項下提供的商品與服務質量進行驗證。驗證可包括對賣方設施和質量計劃的物理評估或監督和/或來源檢驗。對驗證中發現的缺陷,賣方應以最快速的方式加以糾正,而且可以為 TI 所證實。賣方應提供所有合理的設施和幫助,以保證驗證人員在驗證過程中的安全與便利。賣方應在其依據本訂單訂立的每個分包合同中包含具有相同效力的適當條款。本訂單中規定的由 TI 或其客戶進行的檢驗不構成對商品與服務的接受,也不構成 TI 放棄將呈現或形成缺陷的材料退回賣方的權利。

- (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 簽發的訂單中另有規定,否則賣方應保證所採用的製造工藝符合圖紙、規範、工程變動的技術要求以及適用於訂單的額外要求。賣方應維持充分合適的檢驗手段或檢測制度,以證明其符合上述技術要求。另外,賣方應在 TI 要求時提供上述檢驗制度已實施並運行的客觀證據。

- (c) Seller shall comply with the Texas Instruments General Quality Guidelines for Sellers, which is updated periodically and is located at <http://wpl.ext.ti.com>.

賣方應遵守會定期更新的《TI 賣方通用品質準則》,網址:HTTP://wpl.ext.ti.com。

11. Acceptance and Warranty 驗收保證期

- (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。除非本訂單另有規定，材料到達本訂單中規定的 TI 工廠並經過合理檢驗和/或審查后 TI 才進行材料驗收。未通過驗收的商品可退回賣方，費用由賣方負擔，同時賣方全額退回購貨價款。TI 也可選擇以統計抽樣和/或審查的方式進行檢驗。抽樣檢驗發現缺陷的，可拒收整批貨物。TI 可選擇將拒收的貨物退回賣方以更換新貨或退款，也可在賣方付費的條件下由 TI 進行 100% 篩選。TI 在收貨後進行的檢驗和/或審查屬於有條件的接受，不視為 TI 放棄將最終產品安裝或檢測之時(或之後)呈現或形成缺陷的材料退回賣方的權利。

- (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).

貨物。賣方保證其在本訂單項下提供的所有商品(i)符合 TI 提供的或本訂單中引用的要求、規範、圖紙、樣本或其它描述，(ii)並保證該商品採用優質材料和優良工藝製造，(iii)無任何製造或設計缺陷，(iv)具有適銷品質並適合其既定用途，(v)無任何抵押和使用障礙，以及(vi)保證其能滿足設計需要。賣方的上述保證應以 TI 及其客戶的利益為目的。TI 批准賣方提供設計時，不免除賣方在本保證項下的義務。賣方的保證期應寫在本訂單的正面；若訂單正面沒有相關時間的規定，則保證期應為自 TI 驗收貨物之日起五(5)年或由賣方規定的更長期限。賣方同意，當按本訂單規定將貨物裝運時，視同認定裝運的所有貨物全面符合 TI 提供的或本訂單中引用的相關要求、規範、圖紙、樣本或其它描述。賣方將提供工藝控制數據、關於貨物及其零部件的檢測報告，供 TI 或其授權代表進行審查和檢驗，以證明商品符合上述相關規範和圖紙要求。在相關規範、圖紙或本訂單中要求時，每批貨物交付時均須提供合格證書。對不符合該保證的商品，TI 可選擇讓賣方即時維修、更換或退回 TI 已付貨款，費用均由賣方負擔。所有與退回不合格商品有關的費用均由賣方負擔。不合格商品退回賣方時，應採用運費到付條款。賣方發送替換材料時應採用運費預付條款；在 TI 表示急需獲得替換材料或交付時間緊張時，賣方也應負擔額外的運輸費用。如賣方在三十(30)天內或 TI 同意的期間內，未能修復或替換不合格或有缺陷的貨物，TI 有權要求對於該不合格或有缺陷的貨物進行退款。賣方需在 TI 發起退款要求后十(10)天內進行退還相應款項。若來自賣方的不合格商品已包含在 TI 已製造的產品中，或該不合格問題已對 TI 的直接或間接客戶造成損害，賣方應就所有合理費用及 TI 因上述商品(或包含上述商品的產品)的報廢、召回或退回而遭受的處罰向 TI 支付補償款。

- (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.

服務。自賣方提供服務起五(5)年內，賣方向 TI 保證，其在提供本訂單項下的服務時將依照 TI 同意的規程和要求，良好的專業慣例，其所使用的技能和審慎標準不低於有經驗且合格的承包商進行類似於本訂單項下所提供的服務時通常實行的標準。另外，賣方保證該服務能適當且充分滿足本訂單規定的目的。如該服務未能達到此保證要求，賣方將根據 TI 的選擇並其自費承擔，或者(i)重新履行相應的服務或(ii)對於不符合要求的服務對 TI 所付款項做退款處理。

- (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 Sellers 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.

抵押權。賣方不會對或針對 TI 或 TI 財產設置任何抵押或止付通知或其他費用償付要求或保證(統稱為“抵押權”)。如任何人因對賣方或任何賣方的合作方、分包方或其供應商主張權利,或任何其他人士主張上述方未能履行其合同義務或未能支付勞務、服務、信託基金捐款、原材料、設備、稅款或其他涉及為 TI 提供服務過程中產生或應付的相關費用,而對 TI 或 TI 的財產設置或登記抵押權的, TI 有權(i) 暫停或撤回向賣方的付款,該費用需足夠賠償前述主張賠償之用,和/或(ii) 賣方向 TI 補足相應的費用包括(A) 滿足在該抵押權之訴的裁決過程中的抗辯或採取其他必要措施的費用; (B) 因此引起的任何未付款、未履行、損壞、失敗或違約而產生的費用;以及(C) 賠償並補償 TI 因此產生的所有損失、責任、索賠、損壞、成本和費用(包括律師費和諮詢費和訴訟成本)。

- (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.

一般條款。賣方代表其在此保證(i) 其擁有必要的授權接受此訂單並根據此訂單履行其義務, (ii) 在此訂單項下履行其義務並不導致賣方侵犯或違反任何的合同約定、法庭命令、強制令或判決, (iii) 賣方在其此提供的貨物和/或服務已經獲得了其從事的商業領域有適用的法律法規要求的所有證照和批准以及(iv) 賣方僅使用工作地的移民和勞動法下認可的可合法僱傭的人員。

12. TI Property TI 財產

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.

除非本訂單另有規定,賣方將所有商品、專用圖紙、模具、模型、工具作業、知識財產或 TI 所購買的其它物品的完全且明確的擁有權及產權轉讓給 TI,賣方還需保證其有權進行上述轉讓。賣方所提供的上述物品應狀況良好。TI 提供給賣方的任何物品均歸 TI 所有,但 TI 另行同意的除外。賣方應使 TI 提供的或轉讓給 TI 的物品處於良好狀況(合理磨損除外),而且應在訂單履行完成或終止時或在 TI 要求的其它時間段將該物品退回。未事先獲得 TI 的書面同意,賣方不得將 TI 提供的或賣方為 TI 的使用或為交付給 TI 或為向 TI 供貨所用而製作的專用圖紙、模具、模型、工具或其它物品用於除向 TI 供貨之外的目的;然而,當美國政府因其與 TI 簽訂的總合同而對該物品擁有權益時,經事先向 TI 發出書面聲明,允許在互不干擾的條件下將上述物品用於向政府的直接銷售。若 TI 為履行本訂單而提供材料、設備、專用圖紙、模具、模型或其它物品,則自上述物品交付賣方起其所有損失或損害風險轉移至賣方,直至上述物品歸還 TI 且被其收到為止。

13. Rights in Work Product 工作成功權利

- (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.

在履行本訂單過程中，賣方可進行構想並將其以有形或無形的形式體現為發明、發現、改進、構思、書面資料、檔、資料庫、設計、磁碟、磁帶、程式、軟體、架構、文檔以及其它資料(統稱“工作成果”)。所有的智慧財產權,包括(但不限於)版權(包括掩膜作品權)、專利權、設計權、資料庫權、專有技術權、商業秘密及其它保密資訊以及其它 在全球類似的權利,不論是否已註冊且包括對上述權利的申請(統稱“智慧財產權”),自產生之日起即完全歸 TI 所有。所有工作成果均視為美國版權法規定的“雇傭作品”,其自產生之日起即歸 TI 所有。若工作成果未達到成為「雇傭作品」的條件,則在任何情況下工作成果的所有智慧財產權(包括版權)被視為自其產生之日起自動轉讓給 TI。賣方同意將工作成果的所有知識產權轉讓且在此轉讓給 TI,並放棄對 TI 有利的精神權利。TI 在全球有權以 TI 認為適當的方式使用、編輯、翻譯、出版、轉讓或出售賣方編寫的工作成果,且無需額外向賣方支付報酬。工作成果被視為 TI 的保密資訊,不得向除 TI 以外的任何一方披露,也不得未經 TI 事先書面同意而由賣方或其他方使用。

- (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.

儘管有上述規定,賣方及其許可人保留對所有在本訂單簽發前業已存在的由賣方開發、獲得或編寫的有形或無形的知識財產(統稱“已有權利”)。若賣方的已有權利已嵌入在本訂單項下向 TI 提供的商品和/或工作成果中或成為該商品或工作成果不可分割的一部分,賣方授予 TI 及其子公司和附屬公司對該已有權利進行無需說明理由的製作、使用、複製、修改、發行和展示的許可,該許可具有永久性、免使用費、不可撤銷、具有全球性、非獨佔、可轉讓(有分許可權利)的特性。若有已有權利嵌入在本訂單項下向 TI 提供的商品和/或工作成果中或成為該商品或工作成果不可分割的一部分,賣方應提前向 TI 發出通知。

- (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.

賣方表示並保證,在賣方雇員或代表賣方履行工作的第三方開始在本訂單項下的工作以前,賣方將與該雇員或第三方訂立有效且完善的安排或協定,以使該雇員或第三方所創造的智慧財產權歸屬賣方。

14. Patents and Copyrights 專利權和版權

- (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.

賣方同意,若本訂單要求之商品和/或工作成果的購買、使用或銷售違反任何許可協定或構成對第三方智慧財產權、商標、服務標誌或其它智慧財產權的侵犯或盜用,則賣方將對 TI 及其管理人員、代理人、雇員和(直接或間接)買主因此遭受的在普通法或衡平法上的所有索賠予以保護或賠償,費用由賣方負擔。若侵權或聲稱侵權索賠完全是由於下列原因導致,否則將不會發生,則賣方沒有義務賠償或承擔損失或費用:(i)賣方不遵守 TI 原來向賣方提供的商品的設計;(ii)TI 未經賣方授權而修改賣方商品。

- (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.

在不影響前款規定的情況下,若 TI 認為,本訂單項下賣方向 TI 提供的商品或工作成果可能成為關於第三方智慧財產權、商標或服務標誌被侵犯或盜用的索賠的主體,則賣方應完全自費為 TI 取得繼續使用該商品或工作成果的權利。若賣方無法取得上述權利,賣方應修改該商品或工作成果而使其不再侵權和/或免於盜用索賠,但仍然具有同等功能,賣方也可以將該商品或工作成果更換為具有同等功能但不侵權和/或不導致盜用索賠的商品或工作成果。

15. Anti-counterfeit Assurance 防偽保證

- (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. 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.

賣方同意如為協定執行考慮需賣方一次性或更多採購零部件或原材料,包括但不限於半導體,集成或離散電路,或任何化學或金屬(無論是純態,複合或合金製品)。賣方應單獨向零部件或原材料的原廠生產商,或廠商授權的代理商,或在獲得 TI 明確的書面批准後,向其他第三方採購相應的零部件或原材料。賣方需審查並保留所有必要檔以顯示該零部件或原材料從其原廠生產商出廠起始的採購路徑。如賣方使用第三方提供的零部件或原材料以完成本協定項下業務時,賣方需向 TI 提供該零部件或原材料可追溯至原廠生產商的證明檔。如賣方無法提供該類檔,則賣方應對此類零部件或原材料進行檢查、測試且證明其符合現存相關適用的工業技術標準,並書面向 TI 保證賣方已經完成了前述檢測證明流程。

- (b) 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.

如果賣方知曉或合理懷疑任何假冒或複製的 TI 產品的設計、開發、行銷、分銷或銷售,賣方應立即將該等設計、開發、行銷、分銷或銷售以書面形式通知 TI。賣方將在有關該等活動的任何調查或詢問中,向 TI 提供所有合理要求的協助和支援。

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 to by authorized representatives of the parties in writing.

TI 可定期修改與完成本訂單規定的工作有關的圖紙、規範或說明。賣方應盡一切努力遵守合理的修改通知。若上述修改導致賣方成本的升降或履約時間的增減,賣方將在收到修改通知後五(5)個工作日內將調整價格和交貨時間的請求書面通知 TI。雙方將誠信協商關於調整價格和履約時間的事宜。任何上述調整均須由雙方授權代表書面同意。

- (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.

未事先獲得 TI 的書面允許,賣方不得在製造、材料、測試、配置或其它方面進行修改以致其向 TI 所售商品的形式、適用性或功能發生變化,或對其品質或可靠性造成不利影響,也不得對規範或要求進行修改。

17. Termination, Reschedule and Suspension 終止、改期和暫停

- (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.

因事終止。TI 可在任何時間因如下原因發出書面通知后終止本訂單:(i)賣方不遵守本訂單的條款,包括第 4 條規定的道德行

為標準,(ii)賣方因政策商業原因而停業、清算的,(iii)實質性違反使用的法律法規,(iv)申請破產或在適用的法律法規下尋求破產保護,六十(60)天內未能解除申請的或(v)賣方全部或絕大部分財產被置於破產管理階段。如若本訂單因此終止,則(A)除非另有約定,任意一方對於相對方的進一步義務或責任於本訂單終止日即行終止,(B)對於終止日前賣方提供的符合呀求及訂單相關條款與條件的貨物或服務, TI 將支付相應價款。(C) 賣方需儘快退還所有 TI 的保密資訊,如 TI 提出要求,則需書面向 TI 確認已經完成了相應的退還行為並, (D) 如 TI 要求, 賣方應盡力協助 TI 將相關的服務或貨物的交付履行工作轉移給第三方或 TI 內部進行操作。

- (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.

便宜終止。 TI 可在任何時間向賣方發出書面通知,無理由全部或部分終止在本訂單項下履行的工作,並不對賣方承擔任何責任或義務。根據終止通知,賣方需告知 TI 其在本訂單下,在此日期前已經完成的工作任務,並向 TI 整理提交的現有的所有貨物、工作產品或服務。 TI 需根據本訂單下設定的價格向賣方支付終生效日收到的貨物或履行服務的費用。除此之外, TI 對於終止行為無其他任何支付義務。

- (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.

改期和暫停。 TI 可根據其需要並合理通知賣方后,調整或暫停本訂單下全部或部分貨物或服務交付履行時間,並不對賣方承擔相應的責任。

18. Liability Limitations 責任限制

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.

對於因本訂單引起的特別、間接、附帶或相應而生的損害, TI 在任何情況下均不負有責任,即使 TI 已被告知該損害發生的可能性。在任何情況下 TI 因違反本訂單條款而對賣方所負的責任都不得超過本訂單項下已交付和已接受商品或服務的購買價格。

19. Prices 價格

- (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 條(修改)有規定,若任何批次商品的價格高於本訂單上所示價格, TI 可推遲對該批次商品的付款直至價格差異解決為止;當價格差異解決時,將適用下列支付條款。若賣方對與本訂單規定商品類似的設備和/或材料實行普遍降價,則本訂單規定的商品也自動實行幅度相當的降價。

- (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.

除非有正式授權的 TI 代表書面同意,否則不得收取任何額外費用,包括裝箱費或貨車運費。按重量定價(若適用)是指材料的淨重,但另有約定的除外。

20. Payment Terms 支付條款

The following payment terms are applicable to this Purchase Order:

本訂單適用下列支付條款:

- (a) **Net Invoices.** 淨發票

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.

淨發票將在發票開出之日後三十(30)天內付款,但訂單另有規定或雙方另有書面約定的除外。

- (b) **Discounted Invoices.** 貼現發票

The acceptance of discount offers will be at TI's discretion and any discounted terms will be negotiated by the parties.

TI 可決定接收發票提供的貼現, 貼現條件由雙方商定。

- (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.

所有上述付款時間計劃的前提條件是 TI 收到商品或服務或按本訂單正面規定的 Incoterms 條件完成裝運。TI 有權根據本採購訂單將 TI 可能支付給賣方的任何金額抵消賣方可能欠 TI 的任何金額。

(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 within sixty (60) days of goods being received by TI and for services within sixty (60) days of completion of such services.

發票應包含與相關訂單一致的有效訂單編號, 編號和貨幣單位。除非 TI 另有書面指示, 否則賣方將就每張訂單每次付款只開出一張發票。所有商品發票都必須在 TI 收到該商品後六十(60)天內提交; 所有服務發票必須在該服務完成後六十(60)天內提交。

21. Taxes 賦稅

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.

賣方負責所有因本訂單條款而導致的稅務當局或政府實體收取的所有稅金。TI 在本訂單項下的每筆付款均應遵守相關法律關於納稅的抵扣、預提或抵消的規定。如確有規定稅金不得抵扣、預提或抵消,或相關納稅的抵扣、預提或抵消不得高於一個標準的,賣方需根據 TI 的需要向 TI 提供必要的稅務檔以證明之。賣方必須根據稅務部門或政府部門的增值稅/消費稅規定,對本訂單項下的業務提供有效的稅務發票。

22. Time of Delivery 交付時間

- (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.

賣方承認, 時間是本訂單的關鍵因素。若發生交貨延期, 賣方將即時通知 TI。若未按約定的交貨日交貨, 則被視為違約; 若未按 TI 規定的交貨日交貨, 除在本訂單項下或在普通法上或在衡平法上享有的權利之外, TI 還可撤銷本訂單且不受處罰。若由於賣方未在上述交貨日交貨而導致延誤, 從而導致 TI 向其客戶或他人支付罰款或賠償, 則賣方應向 TI 提供補償。若裝運延期, TI 可拒收並將貨物退回賣方, 費用由賣方承擔。

- (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.

除非另有書面約定, 賣方不承諾材料或生產將超過約定數量或交貨時間早於 TI 規定的時間。賣方有義務遵守上述交貨時間, 但沒有義務在 TI 提出要求前搶先行動。若賣方在先於規定的時間交貨, TI 可將貨物退回, 費用由賣方承擔。

23. Contingencies 突發事件

- (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。如賣方雖已盡最大努力,若由於政府行為或管制、火災、自然災害及其它類似不可預見的原因,導致賣方無法交付或 TI 無法接收本訂單規定的貨物或服務,且上述原因超出賣方的控制能力,則提供上述貨物或服務的義務應暫緩履行,但暫停的時間不得超過上述原因存續期間的一個合理時段("不可抗力期間")。賣方必須:(i)儘快將初期狀況立即書面詳細告知 TI, (ii)向 TI 提供連續詳細的關於其採取充分補救措施的狀態報告,(iii)動用一切可用的合理資源以減少延期造成的衝擊。TI 可以在不可抗力期間向第三方採購貨物或服務而不對賣方承擔任何責任或義務。若上述不可抗力情況持續超過四十五 (45) 天, TI 可撤銷本合同且無需承擔責任,也可讓賣方排除干擾後重新交付。

- (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 Sellers, personnel turnover, labor disputes or strikes involving Seller's own personnel, third party equipment or software changes).

本條規定不免除賣方因合理可預見或可預防的情況(包括但不限於其它賣方交貨延期或不足、人員流動、勞動爭議、涉及賣方自身人員的罷工、第三方設備或軟體變化等)而導致的責任。

- (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.

賣方必須制定在業務中斷事件出現時保證業務連續性的適當計劃(比如,符合 ISO 22301 規範的連續性計劃),在 TI 要求時賣方必須向其提供計劃內容的詳細大綱供審閱。另外,在發生觸發賣方業務連續性計劃之事件后二十四(24)小時內,以及在該事件發生后 TI 提出要求后二十四(24)小時內,賣方必須向 TI 傳達該事件對賣方產品及經營的影響以及賣方採取(或計劃採取)補救措施的情況。若發生觸發賣方業務連續性計劃的事件,賣方必須實施該計劃當中的相關措施以保持向 TI 供貨的連續性。

24. Over-Shipments 超量事件

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.

賣方只需按本訂單規定的數量供貨。由於裝載、運輸、包裝或製造流程折讓導致交貨數量偏差, TI 可依據本訂單正面規定的超量交貨的容限予以接受。若未規定容限,則視容限為 0% (百分之零)。TI 有權將超過容限的超交貨物退回,費用由賣方承擔。

25. Packing and Shipping Instructions 包裝與裝運指示

- (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 Seller 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 therefor 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.

賣方同意確保對所運貨物予以正確包裝並根據 TI 規範和/或相關承運人規定對該貨物予以描述,除非 TI 在本訂單正面 寫有

其它要求。裝運時應遵照《TI 賣方包裝與標籤手冊》、裝運說明以及《全球航線指南》(該檔定期更新,網址是 [HTTPS://wpl.ext.ti.com/itc/itc.htm](https://wpl.ext.ti.com/itc/itc.htm).) 進行。TI 可通過提供貨物分類表或分類資料協助賣方。賣方不保證或不申報貨運價值,但 TI 另有規定的除外。當通過小包裝運輸時,賣方將採取運費到付的方式運輸。賣方應就每種方式將每天的貨物運輸合並在一張提單上以避免額外的運費成本,但 TI 另有指示的除外。如果有任何運輸不符合 TI 和賣方之間過去的通常做法或行業內的標準做法(例如,要求特殊處理設備或空運懸掛,或重量超限、長或寬超過 120 英寸、或體積超過 56 立方英尺的空運等),賣方同意在運輸前 72 小時通知本訂單中列明的相關 TI 運輸部門和全球航線中心,以尋求特殊運輸指示。賣方需針對任何資產製造類設備的運輸應提前至少十(10)天通知 TI 的全球路線規劃中心。賣方必須根據《國家機動運輸分類費率表》對所有卡車運輸貨物進行分類。每個盒子、板條箱或紙板箱,不論運輸方式,都應標明 TI 的完整街道位址(不只是郵政信箱號)、訂單號和貨號。採用小包裝運輸時,每個集裝箱都應附有一份裝箱單,以描述該集裝箱所裝貨物內容。採用其它運輸方式時,賣方將就每個批次附隨提供一份裝箱單,裝箱單中應寫明其相應的訂單號和貨號。提單(不管是紙質的,還是電子版)中也應在相應的客戶查詢一欄中寫明訂單號和貨號。賣方有責任根據使用的運輸工具/方式對貨物進行正確包裝。包裝和裝箱的費用應視為購買價格的一部分,不得就此額外收費,但 TI 在訂單中有特別要求的除外。賣方同意由 TI 及 TI 全球航線中心指定的承運人運輸。若未由 TI 指定的承運人運輸,賣方應承擔航線錯選責任並退回已付的運費。

- (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 或賣方產生的超過 TI 規定的一切額外運費應由賣方承擔。賣方應對所有因賣方、託運人或承運人包裝不當、判斷失當或其它行為或疏忽而導致貨物在運輸中的損壞負責。對所有 FCA 起源交貨的貨物,賣方將採用運費到付方式交貨。

26. Trade Compliance 貿易合規

- (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 these terms and conditions (collectively, the "Items") may be subject to U.S. export controls and sanctions. Seller acknowledges and agrees that (a) it will comply with all applicable laws and regulations, (b) 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 (c) it will require all of its contractors, subcontractors, Sellers and vendors to comply with the requirements set forth in subclauses (a) and (b).

賣方根據本採購條款與條件由 TI 提供給賣方或賣方以其它方式從 TI 獲得的產品、服務、或其它物品(以下稱"貨物")的出口、再出口和轉讓均可受美國政府出口管制與制裁規定。賣方同意, (a) 其會遵守所有適用的法律法規, (b) 未獲得必要的政府批轉前,貨物不得向美國所禁止、制裁或限制的目的地、人員或實體,出口、再出口或轉讓且(c) 其會敦促其外包方、分包方、供應商和服務商遵守前述 (a) 和 (b) 分項中的要求。

- (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 Seller'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 these 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.

各方應自費保證各自獲得為履行其在本 26 條項下義務所需的進出口許可。賣方需賠償並對因賣方在本條項下的違規行為而造成的任何索賠(包括其代理和代表人引起的)承擔責任。如需要的授權不能獲得批准,或存在任何賣方違反本 26 條的情況, TI 可終止、撤銷或以其它方式免於履行其在本採購條款與條件下的義務。TI 產品的分類說明僅供參考便利之用,並不構成任何形式的認可或保證。賣方應負責其自身的合規義務履行。

- (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.

儘管本採購訂單(包括任何指定的國際貿易術語解釋通則)表面上有任何相反規定,供應商仍應全權負責支付與本採購訂單提供的貨物的進出口相關的所有適用關稅,關稅,徵稅和類似費用。對於 TI 對響應海關當局的詢問,促進優惠關稅待遇或以其他方式遵守適用的進口法律和法規所需的信息的請求,供應商應在不增加 TI 成本的情況下提供合作和及時支持。此類合作應包括但不限於供應商為本協議提供的所有商品提供協調關稅表代碼和出口控制分類號,以及 TI 可能合理請求的任何支援原產地文檔。

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

上述條款在本訂單終止或解除後繼續有效。

27. Record Keeping and Audits 記帳與審計

- (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.

賣方應制定、建立和安全地保留完整和詳細帳目並進行必要的管理,以滿足本訂單項下的財務管理、品質體系管理、檔案及合規要求。賣方的記錄、帳簿、通信、指示、圖紙、收據、分包合同、訂單、憑證、備忘錄及其它與本訂單有關的資料(統稱"檔案")應自最後付款算起保存三(3)年,或按法律要求保存更長時間。

- (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, Seller approval and performance assessments, product final acceptance and reliability results, process/product change qualifications, returned material analysis and corrective actions reports, and so forth.

賣方需就本訂單下涉及品質和可靠性的記錄,應自建立之日起保留五(5)年,或如法律要求保留更長的時間,依據法律規定的期限保留相關數據。該品質和可靠性記錄至少應包括品質管理體系認證、批准納入供應商的文檔和其績效分析、產品最終接收和可靠性驗證結果、流程/產品更改的合格性確認、退回貨品分析和改進措施報告等。

- (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 有權對與本訂單有關的賣方檔案(不論以任何形式,包括書面、電子或其它形式保存)和經營活動進行審查。賣方同意允許 TI 的內部及外部審計師以審查賣方是否遵守本訂單條款為目的,在正常上班時間進入賣方的辦公場所和/或製造地點並審查相關檔案和實物。TI 審查賣方時,應提前二十四(24)小時通知賣方。TI 在本條項下的審計權還包括 承包商(該承包商必須按下述規定經 TI 批准)。賣方保證,其與承包商訂立的協定包括 TI 的審計權。

28. Supply Chain Security 供應鏈安全

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") initiative, including provision of Seller's C-TPAT account number where applicable. If requested by TI, Seller will ship goods using only TI-authorized transportation providers.

賣方同意,其在向 TI 提供貨物或履行服務時將遵守適用的 TI 供應鏈安全要求,並向 TI 提供所要求的供應鏈安全資訊,包括有關賣方關於美國海關反恐貿易夥伴(C-TPAT)行動資訊,包括提供賣方的 C-TPAT 狀態核准證編號。若 TI 要求,賣方將只使用 TI 核准的運輸商運輸貨物。

29. Cybersecurity 電腦系統安全

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.

如賣方需接入 TI 內部電腦系統和任何與系統相連接的裝備和設備,以及相關軟體("TI 系統")賣方需完全遵從 TI 有關 TI 系統接入和適用的政策、流程、標準和指引("TI 資訊登入政策"),詳見 <https://wpl.ext.ti.com/>。此外,任何賣方的員工、合作方、代理方和分包方(統稱"賣方人員")在登錄 TI 系統前必須完成 TI 提供的 TI 資訊安全須知的培訓。TI 可以取消或暫停任何賣方人員登錄 TI 系統的許可權,如其未能遵守此條規定或存在濫用 TI 系統的行為,則賣方需對因此產生的延誤結果承擔責任。對於 TI 資訊登入政策,賣方還需遵守其他事前與 TI 達成或確認的具體安全規程和要求,且該安全規程不得低於以正常執行相關服務所需的對商業資訊技術安全保護所要求的合理水準。

30. Minority and Women Business Development 少數族裔和婦女擁有事業的發展

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 Seller participating in our supply chain to have a robust process in place to source from certified minority and women owned business.

在美國，賣方承認，TI 努力將經過認證的少數族裔或女性擁有的企業納入其供應鏈並強烈鼓勵賣方設置相關切實流程從經認證的少數族裔或婦女擁有的企業進行採購。

31. Assignment and Subcontracting 轉讓與分包

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.

未經 TI 事先書面同意，賣方不得轉讓其履約義務，在未取得上述同意的情况下企圖轉讓的行為均屬無效。未經正式授權的 TI 代表事先書面同意，賣方不得將在本訂單項下應履行的工作的任何部分進行分包。

32. Seller Ownership Change 賣方所有權變更

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.

當賣方被其它公司收購、或與其它公司合併、或賣方的多數股權或控股權被另一公司取得時，賣方應立即以書面方式通知 TI。

33. Ozone Depleting Substances 消耗臭氧層物質

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 已於裝運前給予賣方書面同意，賣方在此同意，其未曾在本訂單項下提供 TI 或 TI 進口的產品中使用或加入一級消耗臭氧層物質 (ODS) 或加入二級 ODS(相關條款請參閱美國聯邦法規第 40 篇第 82 節第 104 條)。若正式授權的 TI 代表已經同意接受含有 ODS 或製造時使用 ODS 的產品，則賣方應在產品上加上警告標籤或根據美國聯邦法規第 40 篇第 82 節 E 部分的規定，就該產品的使用向 TI 發出有效警告。若賣方選擇使用一種機制，而非通過出警告標籤或其它隨貨警告方式對 TI 作出警告，賣方應在裝運前將一份該警告的複本發送給 TI。若賣方違反本條款，TI 享有所有就違反本訂單而獲得救濟的權利，包括(但不限於)拒收產品和/或終止協議的權利。

34. TI Controlled Chemicals and Materials TI 受控化學品及材料

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>.

賣方應遵守 TI《管控化學品及材料規範》(文件號 6453792)。該檔定時更新，所在網址：[HTTP://wpl.ext.ti.com](http://wpl.ext.ti.com)。

35. Conflict Minerals 衝突礦產

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.

賣方將按 TI 合理要求的格式即時向 TI 提供資訊以說明 TI 履行其義務或回應第三方關於衝突礦產(比如金、鎢、錫、鉭,及其衍生物)("衝突礦產")的要求,有關該礦產的規定請參閱《多德·弗蘭克華爾街改革和消費者保護法》第 1502 部分及其實施細則(定期修訂)或其它類似性質的規則(統稱"衝突礦產規則")。上述規定包括但不限於向 TI 提供關於賣方如何確定供應給 TI 的衝突礦產或用於供應給 TI 產品中的衝突礦產的來源的方法的資訊。

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.

賣方同意遵守衝突礦產規則以及當時現行的 TI《衝突礦產政策》(該政策所在網址為 <http://wpl.ext.ti.com>)。賣方將制定關於從第三方認證為無衝突的貨源取得衝突礦產的政策和制度。

36. Affordable Care Act 平價醫療方案

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.

賣方及提供履行本訂單下服務賣方人員，應遵守《2010患者保護與平價醫療法案》及其相關法律法規(统称"ACA")，因為該法案涉及本訂單項下賣方向 TI 派遣的賣方人員，包括所有符合ACA項下最低價值和付得起的健康保險參保資格，並及時在ACA下註冊過的賣方人員。雙方同意，賣方，而非 TI，是受賣方僱傭為 TI 提供服務之人員的普通法僱主。但如果TI被美國國稅局認定為賣方人員的普通法僱主，則雙方同意採取一切必要措施以使雙方可根據美國財政部條例第 54.4980H-4(b)(2) 部分的安全港條款，由賣方為 TI 購買健康保險，包括TI為該保險額外預支的費用。賣方同意賠償、辯護、保護和幫助TI免於因賣方未能遵守本條規定而引起的所有索賠、訴訟事由、罰金、稅金、評估費、利息、或其他費用(直接或間接因此產生的)。

37. Reservation of Rights 權利的保留

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 明確保留所有在普通法或衡平法上的權益，包括 (但不限於)《統一商法典》中規定的權益。

38. Waiver 棄權

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.

若在任何時間或時段 TI 未執行本訂單的任何條款，其不構成 TI 放棄該條款也不構成 TI 放棄執行每一條款的權利。

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.

本訂單前面引用的附件在任何情況下均視為本訂單不可分割的部分。若引用的附件與本訂單規定的條款之間存在不可調和的衝突，以該附件的條款為準。

40. Government Contract Provisions 政府合同

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 的產品經常用於履行以美國政府為最終用戶的採購專案。在此情況下，TI 銷售的產品適用於美國政府項目採購的相關規定，包括但不限《聯邦採購條例》和《國防部聯邦採購條例補充》(統稱為"政府採購規定")。如賣方的產品和/或服務會涉及這類 TI 產品的生產製造，TI 可以要求賣方遵守某些政府採購規定的要求。至少，賣方應同意遵守其 18 C.F.R. § 52.244-6 號法案相關條款(商業專案分包;同見於 FAR 52.244-6 號法案相關條款)。如 TI 採購的賣方的產品和/或服務被確認需符合其他政府採購規定時，賣方同時同意需遵守此類規定。任何適用於 TI 產品的涉及美國政府採購專案分包的政府採購規定的相關條款，均應被囊括入 TI 與賣方的採購訂單中。

41. Governing Language 權威語言

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.

本采购条款與條件以中英文書就及簽署。如兩種文本有任何不一致之處，英文文本應為權威文本。