

## 附件 A: FM销售一般条款及条件

1. 适用性: 本FM销售一般条款及条及销售协议构成买卖双方的完整协议 (以下统称“本协议”)。未经协议双方书面许可, 任何一方不得擅自对任何前述协议内容进行修改或变更。买方有关销售和交付的通用条款条件对卖方无法定约束力。

买方在本协议之外对相关条款和条件所做的任何变更、代替、补充 (无论是包含在买方的订单或其他承诺文件中), 均对卖方无约束力且该等条款和条件应被视为被拒绝的且应被要约所述的条款和条件所替代。尽管在买方的订单或其他承诺文件中有任何相反规定, 卖方交付产品或开始履行不应构成其对于买方条款和条件的承诺。

2. 货物的交付和接收: 产品的运输方式、运费承担、所有权和风险转移等事项, 根据《国际贸易术语解释通则 (2010)》项下的EXW卖方仓库履行, 本协议另有约定的从其约定。

3. 图纸和规格: 本协议以及时收到买方的图纸和规格为条件。卖方对于因买方未在规定时间内提供订单、图纸和规格所致的延迟交付不承担责任。买方同意偿付卖方因交付日期提前所产生的任何加班或额外成本。在图纸和规格变更或预计年产量变更的情况下, 卖方保留重新报价或调整交付条件的权利。

4. 设计、使用及适配性: 卖方对设计、使用和适配性提出的建议系其善意提出, 但买方对于接受和/或实施该等建议承担最终责任。买方对于归咎于其的、使用产品所致的后果承担所有风险和责任。

5. 付款: 除非双方另有规定, 买方必须在付款通知开出日期的30天内以付款通知内指定的货币付款。每一个订单是一个单独的交易, 买方不可以将一个订单和另一个订单抵消。若买方延迟付款, 在不影响卖方其他权利的情况下, 买方同意卖方有权暂停交货或解除本合同、拒绝接受买方未来的订单并向买方收取逾期费。该等逾期费从付款到期日至实际付款日以每月百分之一 (1%) (每年12%) 计算。若该等利率低于法律允许的最高利率, 则按法律允许的最高利率计息。若卖方指定托收公司或律师追讨任何未付款项, 买方同意支付所有合理的托收费用, 包括所有相关的律师费。

6. 价格及减价: 若本协议生效后卖方的原材料或其他成本增加的, 卖方保留提高其产品价格的权利, 除卖方特别书面同意外, 价格不应降低。且在生产开始后的一年之内该等价格不得降低。如在减价生效之日前12个月内的实际销售额低于买方承诺的采购金额, 具体减价幅度应根据未完成采购金额占承诺采购金额的百分比按比例降低。

7. 保证: 卖方保证在交付时所卖产品在材料和工艺上无重大缺陷, 且应符合卖方的规格和/或图纸。对于材料缺陷、制造缺陷、数量短缺或任何其他原因的主张, 应由买方在其收到产品之日起的30天内提出。卖方将自行选择对被证明存在缺陷或数量短缺的产品作出补偿、维修或同等数量产品的调换。在使用产品之前, 买方应根据其拟定的产品用途确定产品的适配性, 且买方承担与此相关的任何风险和责任。任何对于缺陷产品或工艺的主张必须由卖方的授权代表校验并通过合理检测 (如需) 确认。且在该情形下, 卖方的责任仅限于调换或修理被确认的缺陷材料部分, 或支付买方订单中规定的该等缺陷货物货款的金额。即使卖方已被告知下述损害赔偿风险, 卖方在任何情况下均不对任何产品使用导致的或任何与本协议相关的业务收入损失、利润损失、业务中断损失或特别、间接、附带或惩罚性损害赔偿承担责任。

卖方应保护买方避免面临任何关于产品或其内在操作方法实质上损害任何有效专利的主张且赔偿买方由此遭受的损失, 但由于买方将卖方产品作为其他产品的组成部分而导致的主张之情形除外。卖方的上述补偿义务不适用于针对买方制订规格、设计或制造的产品或构件产品之主张。买方应及时通知卖方任何专利侵权主张, 并为卖方的抗辩提供协助和所需的信息, 否则卖方无进一步抗辩或赔偿的义务。卖方应与其选择的律师共同抗辩并有权无需与买方磋商而采取所有其认为适合起诉或解决该等主张的行动。卖方对于被控侵权产品的全部赔偿义务仅限于取得许可, 以未侵权产品更换侵权产品, 修改该产品以使其不侵权, 或退还该产品的货款 (由卖方自行决定)。本章规定了卖方关于专利侵权及补偿的完整且全部的义务, 且买方放弃所有其他权利。

除非经卖方副总裁签字同意, 前述规定不得被更改。

卖方对于产品不作其他保证, 无论是明示的或默示的, 包括但不限于对于商品适销性、对于特定目的的适用性或不侵权的任何保证。

8. 买方陈述、保证及赔偿: 买方陈述保证如下: 买方向卖方披露或交付的任何信息、材料或其他文件均为买方的合法财产, 且买方有权披露或交付买方披露或交付卖方的所有信息、材料或其他文件。如果以下情形引起了某一声称侵权的主张、诉讼或索赔, 则买方应当就此主张、诉讼或索赔提起抗辩并赔偿卖方的损失: (1) 卖方执行买方所提供的规格或设计的, 且该规格和设计所描述的产品该方面是所主张的侵权的基础; (2) 未经卖方书面建议而进行的程序, 或 (3) 向未经卖方书面同意的买方客户出售产品; (4) 将卖方提供的产品与其他非卖方提供的产品结合使用或出售; (4) 卖方使用任何买方指定或建议的供应商, 或使用该供应商提供的任何部件或产品。

9. 退货: 除非获得卖方事先有效的退货授权, 且退货产品已按照卖方指示进行运输, 卖方可不因任何原因接受退货的产品。对于其收到的未获得有效的卖方退货授权的退货产品, 卖方可以选择: (1) 由买方单独承担费用, 立即将该等退货产品返还给买方; (2) 在通知买方10天后, 处置该退货产品, 并由买方单独承担处置费用。所有因对产品包装或处理不恰当而引起的对退货产品的损害应由买方承担。

## EXHIBIT A: FM GENERAL TERMS AND CONDITIONS OF SALES

1. Applicability. These FM GENERAL TERMS AND CONDITIONS OF SALES, Sales Agreement shall constitute the entire Agreement (hereinafter collectively referred to as this Agreement) between Buyer and Seller. Any revision or addendum to any of the aforesaid Agreement will be provided in writing and will be signed between Buyer and Seller. The terms and conditions of Buyer shall not be binding on Seller. Any other terms and conditions which modify, supersede, supplement or otherwise alter relevant terms and conditions, whether provided by Buyer with or in addition to this Agreement, shall be void for Seller and such terms and conditions shall be deemed rejected and replaced by these terms and conditions. Notwithstanding any contrary provision in Buyer's purchase order or other acceptance document, delivery of Products or commencement of work by Seller shall not constitute acceptance of Buyer's terms and conditions.

2. Acceptance. Unless otherwise provided by this Agreement, this Agreement regarding transportation means, premium freight charges and transfer of title and risk of products shall be fulfilled as per EXW Seller's warehouse designated as is interpreted pursuant to INTERCOM 2010.

3. Drawings and Specifications: This Agreement is conditional upon the timely receipt of drawings and specifications from Buyer. Seller shall not be responsible for delays caused by failure of Buyer to provide its purchase order, drawings and specifications within the required time frame. Buyer agrees to reimburse Seller for any overtime or additional costs required to meet accelerated dates. Seller reserves the right to re-quote cost and delivery in the event of changes in the drawings and specifications or in the event of changes in estimated annual volumes.

4. Design, Use and Suitability: Suggestions as to design, use and suitability made by Seller are submitted in good faith; however, Buyer assumes final responsibility for accepting and/or performing such suggestions. Buyer assumes all risk and liability for the results obtained by use of the Products that are attributable to Buyer.

5. Payment. Unless otherwise agreed by both parties, Buyer must pay in the currency specified in the payment notice within 30 days of the date on which the payment notice is issued. Each order is a separate transaction, and Buyer may not set-off payments from one order against another. If Buyer delays payment, without affecting the other rights of Seller, Seller may suspend delivery or cancel this Agreement, reject Buyer future orders, and charge Buyer an overdue fee. The overdue fee is 1% (1%) per month from the due date of payment to the actual date of payment Calculated (12% per year). If such interest rates are lower than the maximum interest rate permitted by law, the maximum interest rate permitted by law applies. If Seller appoints a collection agency or an attorney to recover any unpaid amounts, Seller can charge Buyer and Buyer agrees to pay all reasonable costs of collection, including all associated reasonable attorneys fees.

6. Prices and Price Reductions: Seller reserves the right to increase prices in the event of increases in its raw material or other costs arising after the date of this Agreement. No price reductions shall apply unless specifically agreed to in writing by Seller. Unless otherwise agreed in writing, such price reductions shall not commence prior to one year following the start of production. If the actual sales within 12 months from the date of the reduction are lower than the purchase amount promised by the buyer, the specific price reduction shall be prorated according to the percentage of the outstanding purchase amount in the amount of the promised purchase.

7. Warranty: Seller warrants that at the time of delivery the Products sold will be free from material defects in materials and workmanship and will conform to Seller's specifications and/or drawings. Any claim for defective materials, defective manufacture, shortage in count, or any other cause shall be presented by the Buyer within thirty (30) days from the receipt of the Products. Seller will, at its election, make compensation, repair or replace such quantity of the Products that have been shown to be defective or short in count. Before using, Buyer shall determine the suitability of the Products for its intended use and Buyer assumes all risk and liability whatsoever in connection therewith. Any claim for defective material or workmanship must be verified by Seller's authorized representative and, in such a case, Seller's liability is limited to the replacement or repair of such part of the material in question as Seller may decide is defective after proper examination or their payment of the price for such Products as stated in Buyer's Purchase Order. SELLER WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY LOSS OF REVENUE, PROFIT, INTERRUPTION OF BUSINESS OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, EVEN IF SELLER HAS BEEN ADVISED OF THE RISK OF SUCH DAMAGES.

Seller shall defend and indemnify Buyer from any claim which asserts that the Products or their inherent methods of operation, intrinsically, infringe any effective patent, except as to a claim based on Buyer's use of the Products as an element in an overall combination. Seller's obligation shall not apply to a claim based on Products or portions thereof specified, designed, or manufactured by Buyer. Buyer shall notify Seller promptly of any assertions of patent infringement and provide Seller with assistance and information requested by Seller for its defense, or Seller shall have no further obligation to defend or indemnify. Seller shall defend with counsel of its choice and shall have the sole right, without consultation with Buyer, to take all action Seller deems appropriate to prosecute or settle such claims. Seller's exclusive obligation to indemnify as to Products declared to infringe is limited to the acquisition of a license, the replacement of Products with non-infringing goods, the modification of the Products so that they are non-infringing, or the return of the purchase price for the Products, as Seller may elect in its sole discretion. This Section states the Seller's entire and exclusive obligation regarding patent infringement and remedies therefor, and Buyer waives all other rights.

The foregoing may not be changed except by an agreement signed by a Vice President of Seller. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. Buyer's Warranties, Representations and Indemnification: Buyer warrants and represents that: (a) any information, material or other items disclosed or delivered to Seller hereunder is Buyer's rightful property; and (b) Buyer has the right to disclose or deliver all information, material or other items disclosed or delivered to Seller by Buyer hereunder. If a claim, suit or action alleging infringement arises out of (i) compliance by Seller with specifications or designs furnished by Buyer which describe that aspect of said Products on which such alleged infringement is based, or (ii) the performance of a process not recommended in writing by Seller, or (iii) sale of said Products to a Buyer customer not approved by Seller in writing, or (iv) the use or sale of the Products provided by Seller hereunder in combination with other products not provided by Seller to Buyer, or (v) any use by Seller of a supplier directed or suggested by Buyer or any parts or products therefrom, then in any such event, Buyer shall defend such claim, suit or action and indemnify and save Seller harmless therefrom.

9. Returns: No returned Products will be accepted for any reason unless a valid return authorization to return such Products is first secured from Seller and such return is shipped in accordance with Seller's instructions. Any returns received without a Seller issued valid return authorization shall, at Seller's option, be: (1) immediately returned to Buyer at Buyer's sole expense, or (2) ten (10) days after notification to Buyer, disposed of at Buyer's sole expense. Buyer shall be responsible for all damage to returned Products resulting from improper packing or handling of the Products.

10. Changes, Deferment and Cancellation or Deliveries: Insofar as practical, Seller will accept changes, deferments or cancellations of deliveries without charge. However, deliveries of firm orders which have been accepted by Seller may be changed, deferred or canceled only upon agreement by Seller and Seller may condition said agreement upon Buyer's assumption of liability and payment to Seller for: (1) all completed part of the work at the order price; (2) a sum equal to the costs of work in process including costs accrued for labor and material and, (3) any amount for which Seller shall be liable by reason of commitments made by it to its suppliers, including both internal and external suppliers.

11. Buyer's Financial Status: If a receiver or trustee is appointed for any of Buyer's property, or Buyer is adjudicated bankrupt, or an application for reorganization under applicable bankruptcy law is filed by or against Buyer which is not dismissed within ten (10) days or if Buyer becomes insolvent or makes an assignment for the benefit of creditors or takes, or attempts to take, the benefit of any insolvency acts, or an execution is

10. 变更、延迟和取消交付: 如实际可行, 卖方将免费接受对产品交付的变更、延迟或取消, 但是, 已被卖方接受的最终订单的交付须经买方同意才能变更、延迟或取消, 卖方可以对上述同意附加条件, 要求买方向卖方承担下列责任并支付下列款项: (1) 按定购价格支付所有已完成部分工作的货款; (2) 在制品的所有成本, 包括劳务和材料成本; (3) 任何因卖方对其供应商 (包括内部和外部供应商) 的承诺而引起的责任。

11. 买方的财务状况: 若对买方财产指定了接管人或托管人, 或买方被宣告破产, 或买方在适用的破产法下被申请重组且未在10天内解除该申请, 或买方资不抵债或为任何债权人利益而进行转让, 或买方享受或试图享受破产法项下的利益, 或出具任何针对买方的执行令判决, 或买方没有能力或拒绝根据其应向卖方承担的责任向卖方支付款项, 则卖方可以书面通知买方, 自行选择终止本协议。发生上述终止后, 卖方应当不再对买方承担任何进一步责任, 买方应支付卖方的所有终止成本和费用以及合理的利润, 且截至当时买方已向卖方支付的总额应当由卖方保留并从中扣除本协议项下应支付的终止成本和费用 (和利润)。如该等总额超过了总终止金额, 则超出部分应由卖方返还给买方。

12. 责任限制: 任何一方均无权要求将实际履行作为与卖方提供产品有关的救济。卖方的金钱补偿额限于在买方发出并被卖方接受的最近一份订单中卖方向买方收取的金额, 且该订单所涉及的产品或服务被指控引起任何损失或损害, 无论该损害是基于违约或侵权, 且该等违约或侵权是由以下事项引起或导致: (1) 任何买方发出并为卖方接受的订单, 或卖方的履行或违约; (2) 任何该产品的设计、生产、交付、出售、维修、替换或使用; (3) 提供任何服务。在任何情况下, 任何一方均不对任何附随或间接的损害承担责任。

13. 不得抵消或扣除: 买方不得对其应付或将付的发票金额与其关联方在本交易或单独的交易中对卖方的应收款项进行抵消或作任何扣除。

14. 专有数据权利: 卖方提供的报告、规格、图纸、设计、计算机程序和其他任何财产, 无论有形或无形, 均属于卖方独家所有, 未经卖方事先书面同意, 不得被使用、复制或披露。未经买卖双方签署特定、独立的许可协议, 买方不得自行生产或许可他人生产。

15. 保密: 在本协议有效期以及相关订单的有效期内, 卖方可能有必要向买方提供卖方或其客户的技术、商业或财务信息, 包括但不限于卖方的价格等 (“保密信息”)。当买方获取上述信息后, 应当制定并实施指引和程序以防止将自卖方获得的保密信息向外披露、公布或散布。

16. 转让: 未经另一方事先书面同意, 本协议和/或所有相关的订单不得整体或部分的被任何一方转让。若某一方可能与卖方合并、兼并或卖方可能向其转让全部或实质上全部财产或转让部分本协议和/或任何相关的订单所述的业务, 则买方特此同意卖方经通知买方后有权将本协议和/或任何相关订单所产生的权利、义务和责任转让给其关联方, 无需买方进一步书面同意。

17. 进出口许可: 本协议的任何内容均不得解释为卖方有义务提供或获得任何进出口许可证或类似授权, 或以任何方式对其签发或持续有效负责。

18. 修改: 非经双方书面签字认可, 否则任何由买方提出并被卖方接受的订单的修改均不具有约束力。

19. 所有权保留: 在产品购买价格按时付清之前, 已交付产品的所有权应由卖方保留。

20. 合法性: 买方保证本协议项下交付的产品将按照所有适用的法律法规的规定进行生产和供应。

21. 有理由的延误: 在任何超出其合理控制的情况下, 包括但不限于不可抗力或政府管制、暴乱或其他公共干扰、任何类型的劳务纠纷、原材料短缺、电力中断、买方不提供所要求的信息等, 卖方对于其延迟履行或不履行不承担责任。

22. 卖方终止: 如买方不履行其本协议及所有相关订单项下的责任, 且在收到卖方指明该等不履行或违约的通知后10天内仍未能改正, 则卖方保留终止本协议及所有相关订单的权利。如发生上述终止, 则买方应当及时支付所有到期款项, 并就卖方主张的根据买方签发的发货通知而发生的原材料、在制品及成品开支而补偿卖方。

23. 超过订单数量: 除非双方另行书面约定, 如卖方任何一周内未完成买方所要求的、超过任何设备载明生产能力的120%的供货要求, 则卖方不承担责任, 且买方同意向卖方支付任何一周内, 由于超过设备载明产量100%而发生的所有加班费用。

24. 税费: 买方同意承担所有因销售、交付和使用产品或服务而引起的任何税务机关收取的税费 (不含所得税)。

25. 豁免: 卖方对本协议中任何条款的豁免, 不构成卖方在此后发生类似或不类似的情况或情形时对该条款的豁免。交易的过程或商业惯例并不构成卖方对任何权利的修改或放弃。

26. 适用法律、解释和标题: 本协议及任何相关订单应根据中华人民共和国法律 (不包括冲突法规则) 解释并受其约束。《联合国国际货物销售公约》不适用。在本条款和条件中所适用的标题仅为方便之目的, 并不应当被认为或解释为以任何方式限制或扩大该标题下的条款所述的言。

27. 仲裁: 任何由本协议及任何订单引起或与之相关的争议应当提交由中国国际经济贸易仲裁委员会 (CIETAC) 上海分会仲裁解决。仲裁应根据在申请仲裁时有效的仲裁规则由一名CIETAC指定的仲裁员在上海进行。仲裁庭的裁决是终局的, 并对双方均有约束力。

issued pursuant to a judgment rendered against Buyer, or should Buyer be unable or refuse to make payment to Seller in accordance with any of its obligations to Seller, Seller may at its option in any of such events terminate this Agreement and/or all related purchase orders by giving to Buyer a written notice. Upon such termination, Seller shall be relieved of any further obligation to Buyer and Buyer shall reimburse Seller for Seller's termination costs and expenses and a reasonable allowance for profit and all sums paid to Seller up to that time shall be retained by Seller and applied toward the termination costs and expenses (and profit) payable hereunder. The excess, if any, of such sums over the total termination amount shall be returned to Buyer by Seller.

12. Liability Limitation: Specific performance shall not be available to either party as a remedy in connection with Seller's providing of the Products. Monetary damages against Seller shall be limited to the dollar amount charged to Buyer for the most recent order placed by Buyer and accepted by Seller for any of the Products or services alleged to be the cause of any loss or damage, whether founded in contract or tort arising out of, or resulting from, (a) any order placed by Buyer and accepted by Seller or Seller's performance or breach, (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products, or (c) the furnishing of any service. In no event shall either party have any liability to the other for any incidental or consequential damages.

13. Preclusion from Setoff or Recoupment: Buyer is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Buyer, its affiliates against Seller, its parent or affiliates in this or in separate transactions.

14. Rights in Proprietary Data: Reports, specifications, drawings, designs, computer programs and any other property, tangible or intangible, furnished by Seller remains Seller's exclusive property and may not be used, copied or disclosed without Seller's prior written consent. Buyer shall not produce or license any others to produce without the signing of a specific, independent license agreement between the parties.

15. Confidentiality: During the term of this Agreement and all related purchase orders it may become necessary or advisable for Seller to furnish Buyer with technical, business or financial information of Seller or its customers, including, but not limited to, Seller's prices ("Confidential Information"). Buyer, upon receipt of such Confidential Information, agrees to create and enforce guidelines and procedures to ensure that disclosure, publication or dissemination of Confidential Information received from Seller is prevented.

16. Assignment: This Agreement and/or all related purchase orders shall not be assigned in whole or in part by either party without the prior written consent of the other party. Buyer hereby agrees that Seller shall have the right, upon notification to Buyer, to transfer to its affiliates the rights, obligations and liabilities arising from this Agreement and/or any related order if it may merge with Seller, the merger or Seller may transfer to it all or substantially all property or transfer part of the business described in this Agreement and/or any related order. No further written consent from Buyer is required.

17. Export and Import Licenses: Nothing herein contained shall be construed as imposing an obligation on Seller to furnish or obtain any export or import license or similar authorization or to be in any way responsible for its issuance or its continuance in force if issued.

18. Changes: No modifications of any order placed by Buyer and accepted by Seller shall be binding unless in writing signed by both parties hereto.

19. Right of Retention: Seller reserves all rights of ownership in the Products delivered hereunder until the purchase price for the Products has been duly paid.

20. Compliance with Laws: Buyer represents that the Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations.

21. Excusable Delay: Seller shall not be liable for any delays or inability to perform if such delay or inability to perform is caused by circumstances beyond its reasonable control, including without limitation Acts of God or public authority, riots or other public disturbances, labor disputes of any kind, inability to obtain raw materials, power failures, failure of Buyer to provide required information.

22. Termination by Seller: Seller reserves the right to terminate this Agreement and all related purchase orders if Buyer fails to perform any of its obligations under this Agreement and all related purchase orders and does not cure such failure or breach within ten (10) days after receipt of notice from Seller specifying such failure or breach. In the event of termination, Buyer shall be liable for prompt payment of any amounts due as well as Seller's claims for raw materials, work in process and finished goods under any releases issued by Buyer.

23. Excess Order Quantities: Seller shall not be liable for failure to perform where Buyer requires, in any calendar week, more than 120% of the stated capacity of the tooling provided and Buyer agrees to reimburse Seller for overtime costs incurred due to Buyer requiring more than 100% of the stated tooling capacity in any calendar week, unless otherwise agreed in writing by the parties.

24. Taxes: Buyer agrees to be liable for any tax (not including income tax) which may be imposed by any taxing authority arising out of the sale, delivery or use of the Products or services.

25. Waiver: Waiver by Seller of any of the terms set forth herein or in the Agreement to which it is attached shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. A course of dealing or custom in the trade shall not constitute a modification or waiver by Seller of any right.

26. Applicable Laws, Construction and Captions: This Agreement and any related purchase orders shall be interpreted in accordance with, and the construction thereof shall be governed by, the laws of the Peoples Republic of China, without application of conflict of laws provisions. The U. N. Convention on the International Sales of Goods shall not apply. Captions, as used in these terms and conditions, are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer.

27. Arbitration: Any dispute arising from or in connection with this Agreement and any related purchase order shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") Shanghai Branch for arbitration which shall be conducted in Shanghai before a single arbitrator appointed by CIETAC in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

28. Termination or Cancellation by Buyer: If Buyer terminates or cancels any related purchase order (other than for Seller's breach), Buyer shall be liable for the prompt payment of amounts due, raw materials, work in process, finished goods under Buyer's releases as well as all claims by Seller's subcontractors and Seller's claims for its unamortized investments involved in preparing to or producing the Products.

29. Partial Invalidity: If any term or provision of these General Terms and Conditions of Sales, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of these General Terms and Conditions of Sales or the application of such term or provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected; and each term or provision of these General Terms and Conditions of Sales shall be valid and enforceable to the fullest extent permitted by applicable law.

30. Survival: These General Terms and Conditions of Sales shall survive and continue in full force and effect following the expiration, cancellation or termination of this Agreement and any related purchase order.

31. Entire Agreement: The terms and conditions of this Agreement constitute the entire agreement between the parties hereto and shall supersede any previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, including any subsequent terms of purchase of the Buyer. No modification of the terms and conditions of this Agreement shall be effective unless agreed to in writing by a Vice President of Seller.

32. Related parties: The relevant party under the General Terms and Conditions of Sales means any company that is directly or indirectly controlled by a party, under the joint control of that party, has any direct or indirect control over that party or is directly or indirectly controlled by the relevant person, or acts as a director or executive. Control means being in an absolute or relative controlling state, having a significant impact on the resolutions of shareholders' meetings, shareholders' assemblies and boards of directors, or dominating the company with investment relations, agreements or other arrangements.

28. 买方终止或撤消: 如果买方终止或撤消任何相关订单 (卖方违约情形除外), 则买方应有义务及时支付到期应付款项, 并补偿卖方根据买方的发货通知而采购的原材料、生产的在制品和成品, 且应对卖方的分包商提出的主张以及卖方就其因准备或生产产品而投入的未摊销投资的主张承担责任。

29. 部分无效: 若本销售一般条款及条件的任何条款或条文或在任何情况或情形下其适用变为无效或不可执行, 则本销售一般条款及条件的其他部分或该条款或条文在其他情况或情形下的适用将不受影响; 且本销售一般条款及条件的每一条款或条文应在法律允许的所有范围内有效并可执行。

30. 继续有效: 本销售一般条款及条件应当在本协议及其相关订单到期、取消或终止后仍有效并具有完全执行力。

31. 完整协议: 本协议的条款和条件构成各方之间的完整协议, 并应取代之前各方之间就此项下所述之目的而进行的任何口头或书面的沟通、承诺或协议 (包括任何买方的后续购买条款)。未经卖方的副总裁书面同意, 本协议的条款和条件不得修改。

32. 关联方: 本销售一般条款及条件所规定的关联方系指任何直接或间接被一方控制、与该方受共同控制、任何直接或间接控制该公司的或由关联人直接或间接控制的, 或担任董事、高管的公司。控制系指处于绝对或相对控股状态, 对股东会、股东大会和董事会的决议产生重大影响或以投资关系、协议或者其他安排实际支配公司。

