

1. **定义** - “本协议”指买卖双方由其各自授权代表正式签署的旨在销售或提供货物以及购买或使用货物或服务的（统称“货品”）纸质或电子协议，买方将根据本协议的约定出具采购订单。卖方指在本协议或采购订单中确定为卖方的一方。“合同”指本协议，采购订单、所有通过引用而纳入本协议和采购订单的纸质或电子文件（如有），本《WestRock 中国标准采购条款》（本“标准采购条款”）及买方和卖方签署的任何保密或秘密协议，以及所有该等文件的附件和修订文本。“货品”指卖方根据合同提供或履行的任何货物或服务。“价格”指买方根据合同就货品而需支付的价款。

DEFINITIONS - Agreement means a paper or electronic agreement between Seller and Buyer duly executed by authorized representatives of both parties to sell or provide and to buy or use goods or services (collectively referred to as “Items”) pursuant to which a Purchase Order is issued by the Buyer. Seller means the party identified as Seller in the Agreement or the Purchase Order. Contract means the Agreement, if any, Purchase Order, all paper or electronic documents incorporated by reference under the Agreement and the Purchase Order, these WestRock China Standard Procurement Terms and Conditions (these “Terms and Conditions”) themselves and any confidentiality or secrecy agreement executed by Buyer and Seller, and all exhibits and amendments to all such documents. Items mean any goods or services to be provided or performed by Seller under the Contract. Price means the amount to be paid by Buyer to Seller under the Contract for the Items.

2. **接受** - 卖方接受任何采购订单须明确受限于合同条款，并且，买方不接受任何报价、订单、确认函、发票或由卖方准备的其他文件中所包含的任何与之相悖的条款。买方接受卖方提供的货品不应视为其同意卖方提出的该等相悖的条款。卖方或买方出具的任何采购订单、出货单、确认函、发票或其他纸质或电子文件（除本协议外）中的任何条款和条件均被本标准采购条款替代。卖方在收到采购订单后发运货物或履行服务，应视为同意其接受本标准采购条款以及合同中的所有其他约定。卖方在提供货品时不得对合同作出任何保留。

ACCEPTANCE - Seller’s acceptance of any Purchase Order shall be expressly limited to the terms of the Contract, and Buyer objects to any contrary term contained in any quotation, order, acknowledgement, invoice or other document originating with Seller. Buyer’s acceptance of Items provided delivered by Seller shall not constitute Buyer’s agreement to such contrary term(s). Any terms and conditions in any Purchase Order, any release order, acknowledgement, invoice or other paper or electronic document, other than the Agreement, issued by either Seller or Buyer are superseded by these Terms and Conditions. By shipping goods or performing services after receipt of a Purchase Order, Seller shall conclusively be deemed to be bound by these terms and conditions and all other provisions of the Contract. Seller shall not provide Items with any reservation to the Contract.

3. **总订单** - 如果买方指定采购订单为总订单，则买方仅对其之后另行发出的出货单中具体要求的货品数量负有采购义务。

BLANKET ORDER - If the Purchase Order is designated by Buyer as a blanket order, Buyer shall be obligated to purchase only those quantities of Items which it specifically requests under separate subsequent release orders issued by Buyer to Seller.

4. **价格** - 价格应为采购订单中确定的价格，除非该价格超过本协议中约定的价格，或超过卖方向买方交货之日向其他客户销售该货品或类似货品的最低价（如有），在所述情形下，应适用较低价格。如采购订单或本协议中未规定价格，则价格不应高于卖方就该等货品最近一次向买方收取的或报价的价格或报价，且不应高于卖方向买方交货之日向其他客户销售该货品或类似货品的最低价。采购订单中反映的价格是完整的，未经买方明确同意，不得增加任何类型的附加费用。在交货前，如买方得以低于标的价格的价格购买部分或全部货物或同等质量的类似货物，买方应通知卖方。如卖方不能满足该较低价格，则买方可自行选择从其他货源以较低价格购买货物，在该等情形下，就该部分货物或从其他货源购买的类似货物而言，买方和卖方不承担合同项下的义务。

PRICE - The Price shall be that stated in the Purchase Order unless such price exceeds the Price stated in the Agreement, if any, or the lowest price at which Seller is selling Items or similar items to its other customers as of the date of delivery to Buyer, in which case the lower price shall control. If there is no price stated in the Purchase Order or Agreement, the Price shall not be higher than that last charged or quoted Buyer for such Items by Seller and not be higher than the lowest price at which Seller is selling Items or similar items to its other customers as of the date of delivery to Buyer. Prices reflected in the Purchase Order are complete, and no additional charges of any type shall be added without Buyer’s express consent. If prior to delivery of the Items, Buyer is able to purchase a portion or all of the Items, or similar items of like quality, at a price which is less than the Price, Buyer shall notify Seller. Should Seller fail to meet such lower price, Buyer may, at its option, purchase from the other source at the lower price, in which event Buyer and Seller shall be released of their obligations under the Contract in respect of that portion of the Items or similar items purchased from the other source.

5. **图纸和规格** - 买方或卖方提供给另一方的或合同中提及的任何规格、图纸、注释、说明、工程信息、技术数据或保密信息均通过引用而纳入合同。卖方应全权并独立获取足以设计、生产、制造、构建和交付符合合同所有要求的货品所需的产品资料。买方保留对其提供或促使他人提供给卖方的所有文件以及其所包含信息的所有权，并且，卖方不得为除履行合同之外的任何其他目的而使用任何该等文件或其所包含的信息。除买方或买方正式授权的一方外，卖方不得向任何第三方公开该等文件和信息。应买方要求，卖方应立即返还所有该等文件及其副本。

DRAWINGS AND SPECIFICATIONS - Any specifications, drawings, notes, instructions, engineering information, technical data or confidential information furnished by either Buyer or Seller to the other, or referred to in the Contract shall be incorporated in the Contract by reference. Seller shall be fully and solely responsible for obtaining product data adequate to design, manufacture, fabricate, construct and deliver the Items in compliance with all requirements of the Contract. Buyer shall retain title to all such documents which it provides or causes to be given to Seller and the information contained therein, and Seller shall not use any of such

documents or the information contained therein for any purpose other than in performance of the Contract. Seller shall not disclose such documents or information to any party other than Buyer or a party duly authorized by Buyer. Upon Buyer’s request, Seller shall immediately return to Buyer all such documents and copies thereof.

6. **交货** - 卖方应按照采购订单中约定的日期向买方交付货品。如卖方预计其不能在规定的日期交付货品，则应以最快的方式立即通知买方不能按期交货和预计的实际交货日期。如卖方未能按采购订单中约定的日期完全交付货品，买方可以终止合同并寻求其他救济（包括要求卖方赔偿买方由此遭受的损失）。

卖方进一步同意在延迟交付货品的情况下，每延迟一天按合同总价千分之五（5%）向买方支付延迟交付违约金。买方接受没有严格遵守交付时间表的延迟交货不构成买方对违约金和其他救济的弃权。

卖方应将所有货品交付至买方在采购订单中规定的目的地，货物所有权和损毁灭失风险在买方、其代理人或收货人收到完整状态的货物（不管买方是否业已为货物支付全额款项）后由卖方转移给买方。卖方应在发货当日将提单和装运通知单直接邮寄至目的地。提单应标注相关的采购订单编号。买方作出路径指示的，卖方应当接受，因遵守该等指示而产生的任何费用减少利益应归买方享有。

如果卖方履行合同需要卖方、其代理人、雇员或分包商在买方的场所履约，则卖方同意，所有工作应作为独立缔约人进行，且从事此等工作的人员不应被视为买方的雇员。卖方应遵守不时修订的适用的法律法规及买方发布的所有相关规定，并采取一切必要的预防措施，以防止在工作进行期间发生任何人身伤害或不动产或动产（有形和无形）的损害。卖方应遵守与在买方场所现场履行服务有关的买方现场条款和条件。

DELIVERY - Seller shall deliver the Items to Buyer on the date(s) indicated in the Purchase Order. If Seller anticipates that it will not deliver the Items on the date(s) indicated, Seller shall immediately notify Buyer by the fastest available means of the anticipated failure and the anticipated actual delivery date. If Seller fails to make delivery of any part of the Items on the date(s) indicated in the Purchase Order, the Buyer may terminate the Contract and pursue other remedies.

Seller further agrees that, for each day of late delivery, Seller shall pay to the Buyer a late delivery penalty amounting to 5 per-mille (5%) of the total value of the Contract. Acceptance of late deliveries not in strict conformance with the delivery schedules shall not constitute a waiver thereof by the Buyer.

All shipments shall be delivered to the destination designated by Buyer in the Purchase Order, and title and risk of loss shall remain with Seller until the Items in a completed state are received by Buyer, its agent or consignee regardless of whether or not Buyer has made full payment for the Items. Seller will mail Bills of Lading and Shipping Notices directly to the destination on the day of shipment. Bills of Lading shall indicate the relevant purchase order number. Buyer may require adherence to its routing instructions, and Seller shall follow such instructions. Any savings resulting from adherence to such instructions shall be for the benefit of Buyer. If Seller’s performance of the Contract requires the presence of Seller, its agents, employees or subcontractors upon the premises of Buyer, Seller agrees that all work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Buyer. Seller shall comply with all applicable laws and regulations, as amended, and all relevant rules issued by Buyer and otherwise shall take all necessary precautions to prevent the occurrence of any injury to person or damage to real or personal property (both tangible and intangible) during the progress of such work. Seller shall abide by Buyer’s onsite terms and conditions in connection with any services performed by Seller onsite at a Buyer location.

7. **保证** - 卖方保证：(a) 根据合同交付的所有货物和履行的服务应(i) 完全符合商业条款中的描述以及买方的规格、设计、生产能力和图纸（如有）；(ii) 无任何保留权、产权负担和担保权益；(iii) 无任何材料和工艺缺陷；(iv) 具有适销性，并具有与所规定的等级和质量相称的最高质量；(v) 安全且不受合同或法律规定的任何缺陷的影响，以及(vi) 在各方面均适合且充分达到到卖方确认的预期目的；(b) 根据合同提供的货物在使用、销售、分销、所有权或其他方面均不侵犯任何专利、设计、版权、商标或其他知识产权。卖方特此将其根据合同提供的货物和服务中所包含的产品的每个制造商或每个卖方所提供的任何担保或保证转让给买方，但该等第三方担保或保证不会解除或替代卖方在合同项下对买方的直接担保义务，并且买方可以要求卖方对履行该等第三方担保和保证负责。在货品检验、交付和验收后和/或买方付款后，卖方的声明和保证依然有效。

如货品不符合任何该等保证和保证，买方可以选择由卖方维修或替换缺陷货物，并按照采购订单将货物交付至指定地点，费用由卖方负担，或者，如标的为服务的，应重新履行该等服务，费用由卖方承担。如买方合理认为卖方不能在合理时间内维修或替换货物，或重新履行该等服务的，买方可以采取一切必要的措施来补救对担保和保证的违反行为和/或终止采购订单和/或合同。在任何情形下，卖方应当赔偿买方由于其违反担保和保证而产生的任何费用和损害。前述保证和义务亦应适用于卖方维修、替换或重新履行而提供的货品。除经买方明确书面同意，卖方文件中任何明示或暗示的放弃担保、保证和责任限制的弃权均无效。并且，即取得买方书面同意，如卖方在履行合同过程中有任何不诚信之行为，则弃权亦不适用。

WARRANTY - Seller warrants that (a) all goods delivered and services performed under the Contract shall (i) conform exactly to the description set forth in the Business Terms and to Buyer’s specifications, designs, operating capacities, and drawings, if any; (ii) be free and clear of all liens, encumbrances and security interests; (iii) be free from all defects in materials and workmanship; (iv) be merchantable and of highest quality commensurate with the grade and quality specified under the Contract; (v) be safe and not subject to any defects under the Contract or under law, and (vi) be fit and sufficient in all respects for their intended purposes, which purposes Seller acknowledges; (b) the goods furnished hereunder do not infringe any patent, design, copyright, trademark or other intellectual property rights with respect to their use, sale, distribution, ownership or otherwise. Seller

hereby assigns to Buyer any warranties or guaranties provided by each manufacturer or each seller of products incorporated into the goods and services provided by Seller under the Contract, but such third party warranties and guaranties will not remove or replace Seller's direct warranty obligations to Buyer under the Contract, and Buyer may hold Seller responsible for performance of such warranties and guaranties. Seller's warranties and guaranties shall survive inspection, delivery and acceptance of the Items and/or payment by Buyer.

If the Items do not conform to any of these warranties and guaranties, then, at Buyer's option, Seller shall repair or replace the defective goods and have them delivered to Buyer's designated site as set forth in the Purchase Order at Seller's expense; or in the case of services, re-perform the services at Seller's expense. In the event that, in the reasonable opinion of Buyer, Seller cannot repair or replace the goods, or re-perform the services, within a reasonable time, then Buyer may take all steps necessary to have the breach of warranty and guaranties cured and/or may terminate the Purchase Order and/or the Contract. In any event, Seller shall be responsible for all expenses and damages which Buyer incurs because of the breach of warranties and guaranties. The foregoing warranties and obligations shall also apply to the Items supplied by Seller in such repair, replacement or re-performance. Disclaimers of express or implied warranties, guaranties and limitations of liability in any Seller document will be of no effect unless specifically agreed to in writing by Buyer, and even then shall not apply in the event of bad faith by Seller in the performance of the Contract.

8. **变更** - 买方有权在履行合同过程中的任何时间就货物、构成合同一部分的任何规格和/或图纸、运输方法或包装方法或/或交货时间和/或地点不时做出变更(包括增加和/或删除)。买方应书面通知卖方任何变更,通知可以包含买方认为适当的履约所需的成本或时间上的任何增加或减少。如果卖方不同意该等变更,卖方仍有义务按照买方的指示立即履行该等变更,而无须等到双方就任何变更达成一致。如卖方在收到买方变更命令后就该等变更需要提出任何索赔,须在收到买方变更命令后的十(10)日内向买方提出书面主张,否则,视为卖方同意按原合同价格执行变更命令,无权索赔。如卖方明确表示不履行买方变更指令或在收到买方变更命令后未立即执行的,买方有权终止合同并寻求其他救济。

CHANGES - Anytime during the performance of the Contract, Buyer shall have the right to make changes (including additions and/or omissions) from time to time in the Items, any specifications and/or drawings which are a part of the Contract, method of shipment or packing and/or the time and/or place of delivery. Buyer shall give Seller written notice of any such change, which may include any increase or decrease in the cost of or the time required for performance of the Contract determined by Buyer to be appropriate. If Seller does not agree with such changes, Seller shall still be obligated to proceed immediately with all of the changes directed by Buyer without waiting to reach an agreement on any such changes. Any claims by Seller related to the notice of change after its receipt of Buyer's change order must be asserted in writing to Buyer not more than ten (10) days after such receipt by Seller, otherwise Seller shall be deemed to accept Buyer's change order based on the original Price as set out in the Contract and the Seller shall not be entitled to such claim. If Seller expressly refuse to perform Buyer's change order or fails to immediately perform Buyer's change order, Buyer may terminate the Contract and pursue other remedies.

9. **付款和发票** - 货物的具体付款条款在采购订单或本协议或合同中载明。除非双方另有书面约定,卖方不得在发货或履行服务前出具任何发票,并且,买方无需在收到该等货物和相关的货物发票前付款。付款期限(以及任何有现金折扣的发票的折扣期,如适用)应在收到卖方发票或收到货物后开始,以较晚者为准。卖方应在发票上列明相关的买方的采购订单编号,并且应将其交付至买方不时指定的地址。买方对于到期应付之款项,可以因合同或与卖方的任何其他交易的任何反诉进行冲抵。对交付的货物的付款不构成对此货物的验收。

PAYMENTS AND INVOICES - The specific terms of payment for all Items are stated in the Purchase Order or the Agreement or the Contract. Unless otherwise specified in a separate written instrument signed by Buyer and Seller, no invoice shall be issued by Seller prior to the shipment of the goods or performance of the services covered thereby, and no payment shall be made prior to receipt of such Items and of a proper invoice for such Items. The time period for payment (and the discount period for any invoice subject to a cash discount, if applicable) shall commence upon receipt of Seller's invoice or upon receipt of the Items, whichever is later. Seller shall indicate the appropriate Buyer purchase order number on the invoice and shall deliver it to the address specified by Buyer from time to time. All claims for money due from Buyer shall be subject to set-off by Buyer by reason of any counterclaim arising out of the Contract or any other transaction with Seller. Payment for Items delivered shall not constitute acceptance of such Items.

10. **检验** - 买方可以在货物制造、构建或筹备期间的合理时间对货物进行检验,并且有权在交货和/或完成时检验该等货物。即使货物之前受过检验并被接受,如在检验或分析中发现任何缺陷,买方仍可以在任何时间拒接该等存在缺陷的货物。买方有权将该等拒收货物退还给卖方,卖方应当向买方全额退款,包括任何拆除、装运、和运输费用。

INSPECTION - Buyer may inspect any Items ordered during their manufacture, construction or preparation at reasonable times and shall have the right to inspect such Items at the time of their delivery and/or completion. Buyer may reject Items at any time for defects revealed by inspection or analysis even though such Items may have previously been inspected and accepted. Such rejected Items may, at Buyer's option, be returned to Seller for full refund to Buyer, including removal, shipping and transportation charges.

11. **专利** - 卖方应赔偿并保护买方及其客户、承包商和代理人免受因货物的设计、生产、采购、使用或销售侵犯任何专利、版权或商标而产生的一切索赔,并且应赔偿买方因任何所主张的侵权而遭受的一切成本、费用、判决、责任和损害,包括律师费。买方保留在任何侵权诉讼中由其他方代表的权利。对于货物的使用有任何禁令,卖方应采取买方要求的下述任何措施:(a)为买方

获得继续使用货物的权利;(b)使用同等或更好的非侵权货物替换侵权货物;(c)调整货物,使其不再侵权,但是该调整应确保货物具有同等或更适当的性能。

PATENTS - Seller shall indemnify and hold harmless Buyer, its customers, contractors and agents from any and all claims for infringement of any patent, copyright or trademark by reason of the design, manufacture, purchase, use or sale of the Items and shall indemnify Buyer for all costs, expenses, judgments, liability and damages, including attorneys' fees, which Buyer may incur or have rendered against it by reason of any alleged infringement. Buyer reserves the right to be represented in any infringement proceeding. In the event an injunction is obtained against use of the Items, Seller shall do any of the following requested by Buyer: (a) procure for Buyer the right to continue using the Items; (b) replace the Items with equivalent or better non-infringing Items; (c) modify the Items, so that they become non-infringing, provided they perform in an equivalent or better manner.

12. **合法合规** - 卖方保证提供给买方的任何货物或货物的生产、制造、构建、运输或使用不会违反或使得买方违反任何适用的法律、法规、条例、法规、标准、规则、要求或命令("法律规定")。如果该等法律规定间存在冲突,则适用较为严格或最为严格的规定。卖方一经从相关机构或买方处收到告知存在违反法律规定行为的通知,卖方应立即自费采取一切必要措施,以使所有货物符合相关法律规定。如卖方未立即采取措施,买方可以采取相应措施,费用由卖方承担。卖方亦应负责支付因为其所提供的货物未遵守所有适用法律规定而产生的任何罚款和/或罚金。

COMPLIANCE WITH LAWS AND REGULATIONS - Seller warrants that neither any of the Items provided to Buyer nor their manufacture, fabrication, construction, transportation or use shall violate or cause Buyer to be in violation of any applicable law, code, ordinance, regulation, standard, rule, requirement or order ("Laws"). In the event of any conflict between such Laws, the more or most stringent provisions shall apply. Seller shall promptly take, at its expense, all action necessary to make all Items comply with the applicable Laws after Seller receives either from the applicable agency or from Buyer a notice that some violation against the Laws exists with respect to the Items. If Seller fails to promptly take such action, Buyer may take all such action at Seller's expense. Seller shall also be liable for the payment of any penalties and/or fines imposed as a result of the failure of any Item provided by or for Seller to comply with all applicable Laws.

13. **行为原则** - 作为双方业务合作的条件,买方要求其货物制造商和供应商及其服务运营商遵守其行为准则,该准则在<https://www.westrock.com/en/supplier-resources> (the "行为准则")内有详细描述。卖方开展经营活动须遵守行为准则,买方可以随时修订其行为准则。此外,买方可向卖方提供买方的一家或多家客户和许可证颁发者的行为守则或其他合规性政策和程序,供卖方审阅。卖方可据此判断其是否符合客户与许可证颁发者相关要求并应及时书面告知买方。如果卖方同意遵守买方的客户或许可证颁发者所要求的行为准则或相关合规性政策和程序,则该准则、政策和程序将成为卖方在合同下的义务并通过引用纳入合同。卖方还同意要求其生产货物产品或部件或向买方提供服务的外包商和供应商遵守此行为准则及卖方同意遵守的任何客户和许可证颁发者的其他准则、政策和程序。买方代表和代理可不时对卖方及其外包商和供应商的设施进行检查,并约谈其员工,以审查其对行为准则的合规性。买方客户和许可证颁发者的代表和代理亦可不时对卖方及其外包商和供应商的设施进行检查,并约谈其雇员,以审查其是否遵守了卖方同意遵守的行为准则和合规政策与程序。卖方及其外包商和供应商须允许所有买方代表和代理进入相关工厂,访问记录并与员工接触,以开展审计,并对买方代表和代理的所有合理审查要求进行配合。上述权利和义务适用于所有为买方制造产品和部件或提供服务的工厂。卖方承认任何来自卖方或其外包商和供应商的对于卖方同意遵守的此行为准则及任何客户和许可证颁发者要求的准则、合规政策与程序的违反,均构成对本协议的实质性违反。

PRINCIPLES OF CONDUCT - As a condition to doing business, Buyer requires its manufacturers and suppliers of goods and its service providers to comply with its principles, which can be found at <https://www.westrock.com/en/supplier-resources> (the "Principles of Conduct"). Seller shall conduct its business in compliance with the Principles of Conduct, as they may be amended from time to time by Buyer. In addition, Buyer may present to Seller for review the codes of conduct or other compliance policies and procedures of one or more of its customers and licensors. Seller shall then determine whether or not it can comply with such customer or licensor requirements, and shall promptly advise Buyer accordingly in writing. If Seller agrees to comply with the codes of conduct or other compliance policies and procedures of any of Buyer's customers or licensors, such codes, policies and procedures shall become obligations of Seller under the Contract and shall be incorporated therein by reference. Seller also agrees to require its subcontractor and suppliers who manufacture products or components of the Items or provide services for Buyer to abide by the Principles of Conduct and any additional customer and licensor codes, policies and procedures to which Seller has agreed to comply. Buyer's representatives and agents may inspect Seller's and its subcontractors' and suppliers' facilities and interview their employees from time to time to audit compliance with the Principles of Conduct. The representatives and agents of Buyer's customers and licensors may inspect Seller's and its subcontractors' and suppliers' facilities and interview their employees from time to time to audit compliance with those additional codes of conduct and compliance policies and procedures to which Seller has agreed to comply. Seller and its subcontractors and suppliers shall grant all such representatives and agents of Buyer access to their facilities, records and employees to conduct the audits, and Seller and its subcontractors and suppliers shall cooperate with all reasonable requests of the representatives and agents of Buyer in the performance of the audits. The foregoing rights and obligations apply to all factories that manufacture products or components or provide services for Buyer. Seller acknowledges that its failure or the failure of its subcontractors or supplier to comply with the Principles of Conduct, as well as any codes of conduct or other compliance policies and procedures of Buyer's customers and licensors to which Seller has agreed to comply, will constitute a

material breach of the Contract.

14. **禁止不公平贸易行为、商业贿赂和商业腐败** - 卖方不得参与任何的贿赂、回扣、串通招投标、价格垄断或其他不公平贸易行为。卖方不得直接或间接向买方的采购经办人员或买方或其关联方的其他雇员提供任何形式的回扣。一旦买方发现卖方有此类行为，买方有权立即终止合同，并保留追究卖方相关法律责任的权利。

PROHIBITION OF UNFAIR TRADE PRACTICE, COMMERCIAL BRIBERY AND COMMERCIAL CORRUPTION - Seller shall not engage in bribery, kickbacks, collusive bidding, price fixing or other unfair trade practices. Seller is prohibited from directly or indirectly offering commission in any form to Buyer's purchasing personnel or other employees of Buyer and its affiliates. Buyer has the right to terminate the Contract and reserves the right to raise legal actions against Seller if Seller is found by Buyer to have engaged in such behavior.

15. **反海外腐败法** - 卖方直接或间接提供的产品和/或服务，应当遵守美国的反海外腐败法（“FCPA”）以及卖方在美国以外提供货物或履行服务所在任何国家适用的反贿赂和反腐败法律（“反腐败法律”）。如果 a) 卖方知悉或有理由知道预期或已经发生的有关产品和/或服务的任何付款、要约或协议构成或可以构成违反 FCPA 或反腐败法律，或 b) 在产品和/或服务提供时，卖方知悉或合理相信，卖方直接或通过任何代理或服务提供方，支付了 FCPA 项下（或如果卖方须遵守的法律）或反腐败法律项下应受惩罚的任何贿赂，卖方应当立即书面通知买方的总法律顾问，地址为 1000 Abernathy Road, NE, Atlanta, Georgia 30328。以上第 b) 段规定适用于卖方的行为，不论所涉贿赂是否是关于或有益于产品和/或服务或公司；但是，发出该通知并不代表本协议下的违约，除非实际或怀疑贿赂行为是关于本协议下所述产品和/或服务。买方应获准采取合理的措施避免、减少或调查该类别对 FCPA 或反腐败法律的实际或潜在违反，包括为此等目的在任何时间经合理通知审阅卖方账簿和记录以及进行审计。买方可以将本协议以及本协议下其取得的任何信息披露给买方酌情决定有需要了解该类信息的任何政府机构、监管机构或其他人。卖方应保证就本项或卖方在本合同项下的履行或为买方的利益而代表卖方行事的所有分包商、代表和代理商均应以书面形式同意本节条款。未经买方事先书面批准，卖方或卖方的任何分包商、代表或代理商均不得代表买方与任何政府机构进行交流。

FCPA - the Products and/or Services being directly or indirectly provided by Seller, shall comply with the U.S. Foreign Corrupt Practices Act (“FCPA”) and the applicable anti-bribery and anti-corruption laws of any country outside the United States in which Seller will provide goods or perform services (“Corrupt Practice Laws”). If a) Seller learns of or has reason to know of any payment, offer or agreement relating to the Products and/or Services that is contemplated or that has occurred and that represents or could represent a violation of the FCPA or Corrupt Practice Laws or b) while the Products and/or Services are being provided, Seller learns or forms a reasonable belief that Seller, directly or through any agent or service provider, paid any bribe that is punishable under the FCPA (or would be if Seller was subject to that statute) or Corrupt Practice Laws, Seller shall immediately advise Company's General Counsel of Buyer, in writing, at 1000 Abernathy Road, NE, Atlanta, Georgia 30328. Subsection b) above applies to Seller's conduct irrespective of whether the bribe in question relates to or benefits the products and/or services or Buyer; however, the provision of such advice shall not represent a breach under the Agreement unless the actual or suspected bribe relates to the Products and/or Services contemplated under the Agreement. Buyer shall be permitted to take reasonable steps to avoid, mitigate or investigate such an actual or potential violation of the FCPA or Corrupt Practice Laws, which may include reviewing Seller's books and records and auditing for these purposes at any time upon reasonable notice. Buyer may disclose the Agreement and any information that it obtains hereunder to any government agency, regulatory authority or other persons that Buyer has determined, in its discretion, have a need for such information. Seller shall ensure that any subcontractors, representatives and agents acting on behalf of Seller with respect to the Items or Seller's performance hereunder or otherwise for the benefit of Buyer shall agree in writing to the terms of this section. Neither Seller nor any subcontractor, representative or agent of Seller may interact with any government agency on behalf of Buyer without the prior written approval of Buyer.

16. **竞业禁止** - 在此协议有效期内，卖方同意不直接参与或与除买方外的任何第三方共同参与设计、生产、分销或销售包装产品给买方的直接或间接客户有关的业务或项目。若卖方违反本第 16 条的规定，卖方应按照如下第 18 条的规定承担赔偿责任。

NON-COMPETE - During the Term of the Agreement, Seller agrees that it shall not engage in any business or project, either by itself or together with any third party other than Buyer, relating to the design, manufacture, distribution or sale of packaging for Buyer's indirect or/and direct customers (the “Non-Compete”). In violation of this Section 16, Seller shall be subject to compensation and indemnity under Section 18 below.

17. **留置** - 如在任何时间有证据表明存在就卖方或与合同相关的任何第三方完成的工作或提供的材料、服务或设备的任何留置或索赔，买方可以雇用届时到期的或根据合同应到期的款项来解除该等留置，或解决该等索赔，并且将该等款项抵减应向卖方支付的到期款项或还未到期款项。

LIENS - If at any time there shall be evidence of the existence of any such lien or claim for work done or materials, services or equipment furnished by Seller or any other party in connection with the contract, the Buyer may use money then due or to become due under the Contract to discharge such lien or satisfy such claim and may credit such amounts against the amounts due or to become due to Seller.

18. **赔偿** - a. 在法律允许的最大范围内，卖方应保护并保持买方、其关联公司及其各自的股东、成员、董事、经理、高级职员、雇员、代理人、代表、继承人和受让人（“受偿方”）不受任何因以下原因引发的而引起或与之相关的所有损失、索赔、诉讼、费用、成本、费用、要求和第三方损害赔偿（“损失”），并应对其进行赔偿：(a) 卖方失实陈述或违反与采购订单有关的任何义务、契约或保证；(b) 卖方违反任何法律，包括但不限于任何与处置卖方使用或产生的危险废物有关的法律；(c) 第三方因卖方违约或违反卖方雇佣或分包

安排而提出的任何索赔或诉讼；(d) 第三方就卖方所欠全部或部分金额或卖方应负责的金額向买方提出索赔；(e) 卖方的作为或不作为导致的人身伤害、死亡或财产损失，无论是否主张或发现受偿方存在部分过错，但对于因任何受偿方的单独或重大过失或故意不当行为而造成的本款 (a) 项下的损失，卖方不承担赔偿责任；以及 (f) 任何声称卖方交付的货物或服务提供的服务侵犯了任何专利、非专利发明、版权、设计过程、商标、商号、品牌、口号、不正当竞争或任何第三方的其他权利。b. 卖方还应赔偿并使买方免受与卖方的履行或作为或不作为而产生的或与之相关的任何要求、索赔、威胁或诉讼，并自行承担费用（包括律师费和其他诉讼费用）。辩护的义务与赔偿的义务是分开的。未经买方书面同意，卖方不得就索赔或法律诉讼达成和解或妥协。受偿方可自费参加辩护，但这种参与不会限制或影响卖方在本节项下的义务。

INDEMNITY - a. To the fullest extent permitted by law, Seller shall save and hold Buyer, its affiliates, and their respective shareholders, members, directors, managers, officers, employees, agents, representatives, successors and assigns (the “Indemnitees”) harmless, protect, and indemnify such parties against all losses, claims, actions, causes of action, threats, costs, expenses, demands, and damages of third parties (“Losses”), arising out of or relating to (a) Seller's misrepresentation or breach of any obligation, covenant, or warranty in connection with the Purchase Order; (b) Seller's violation of any laws, including without limitation any laws regarding disposal of materials and wastes used or generated by Seller; (c) any claim or action by a third party arising out of Seller's breach or violation of Seller's employment or subcontracting arrangements; (d) any third party claim against Buyer for amounts owed by Seller, in whole or in part, or for which Seller is otherwise responsible; (e) SELLER'S ACTIONS OR OMISSIONS RESULTING IN PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, REGARDLESS OF ANY CLAIM OR FINDING THAT AN INDEMNITEE IS PARTIALLY AT FAULT, but Seller shall have no indemnity obligation for Losses arising under this subsection (a) from any Indemnitee's sole or gross negligence or intentional misconduct; and (f) any claim that Goods delivered or Services performed by Seller infringe any patent, unpatented invention, copyright, design process, trademark, trade name, brand, slogan, unfair competition, or other adverse rights of any third party. b. Seller shall also defend at its expense (including attorney fees and other litigation costs) the Indemnitees from any demands, claims, threats, or causes of action arising out of or related to Seller's performance or actions or omissions. The duty to defend is separate from the duty to indemnify. Seller shall not settle or compromise any claim or legal action without Buyer's written consent. An Indemnitee may at its expense participate in the defense, but such participation will not limit or affect Seller's obligations under this section.

19. **终止、暂停或延迟** - 买方有权在任何时间通过事先向卖方出具书面通知全部或部分地终止、中止或延迟履行合同。终止合同的，卖方应根据买方的指示向买方转让其用于履行本合同而积累的、专门准备的或获得的一切材料和信息。如果买方授意并且在终止、中止或延迟通知的范围内，卖方应采取一切必要的措施保留正在进行的工作并保护一切货品（无论该等货品仍在卖方生产场地还是在运往买方场地途中）。届时，如果卖方未违反其在本协议项下的任何义务，并且，如果卖方业已采取合理措施减轻因终止合同产生的损害，作为卖方在本条项下唯一且专属的终止救济措施，并且在未向卖方支付的范围内，买方应向卖方支付如下款项：(a) 卖方在其收到终止通知前根据合同所产生的合理且经文件证明的成本，和，(b) 卖方在终止生效日前因为停止其业务而产生的一切合理的且经文件证明的成本，但前提是：本节(a)和(b)中所列的金额加上买方先前已向卖方支付的款项总和，在任何情形下均不得超过本协议标的价格。发生该等中止或延迟后，在买方恢复履行合同之前，卖方和买方应就向卖方付款或标的价格中所要求的任何调整进行友好协商，以避免对卖方或买方的不平等。

TERMINATION, SUSPENSION OR DELAY - Buyer shall have the right at any time to fully or partially terminate, suspend, or delay the Contract in whole or in part by prior written notice to Seller. In the case of termination of the Contract, Seller shall then transfer to Buyer, in accordance with Buyer's directions, all materials and all information accumulated, specifically prepared or acquired by Seller for use in the performance of this Contract. Seller shall, if directed by the Buyer and to the extent stated in the notice of termination, suspension or delay, make all efforts necessary to preserve the work in progress and to protect the Items whether still at Seller's manufacturing facilities or in transit to Buyer's facilities. If Seller is not then in default in the performance of any of its obligations hereunder, and if Seller has taken reasonable steps to mitigate its damages resulting from such termination, Buyer shall pay to Seller, as Seller's sole and exclusive remedy for termination under this Section, to the extent not already paid to Seller, an amount equal to:

(a) the reasonable and documented costs incurred by Seller in accordance with the Contract prior to Seller's receipt of notice of termination, plus, (b) the reasonable and documented costs and charges incurred by Seller in winding up its activities under the Contract prior to the effective termination date, provided, however, that the amounts listed in (a) and (b) of this Section plus prior payments to Seller shall in no event exceed the Price. Before Buyer resumes performance under the Contract following such suspension or delay, Seller and Buyer shall negotiate in good faith on the adjustments, if any, which may be required in payments to Seller or in the Price to avoid inequities either to Seller or Buyer.

20. **违约** - 如卖方：(a) 破产；(b) 根据任何破产法律的规定，提起或被提起破产申请；(c) 做出有益于其债权人的一般转让；(d) 被任命接管人；(e) 未遵守其在合同项下的任何义务，则除其在上述保证条款项下的权利外，买方还可以选择补救该等违约，费用由卖方承担，或在向卖方提前十天发出书面通知告知补救该等违约，如卖方未在十(10)日期限内补救其违约行为后终止合同。合同终止后，买方可以立即：(i) 占有货物（不论其位于何地以及处于何等完成状态）以及使得买方完成、安装、运营、维护和/或维修货物所需的一切图纸和所有其他信息；(ii) 在全额进行买方有权获得的冲抵后，向卖方支付合同项下到期的任何款项；(iii) 与任何第三方缔约或聘用任何第三方来完成货物；以及 (iv) 从卖方处收取买方承担的任何附加费用、损失或损害。

DEFAULT - If Seller: (a) becomes insolvent; (b) has a petition under any chapter

of the bankruptcy laws filed by or against it; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed to it; (e) fails to comply with any of its obligations under the Contract then Buyer may, in addition to its rights under the Warranty Section above, at its option either cure the default at Seller's expense or terminate the Contract after first giving Seller ten (10) days written notice to cure such default, if Seller has failed to cure such default within such ten (10) day period. Immediately after such termination, Buyer may: (i) take possession of the Items wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable Buyer to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Seller any amount then due under the Contract after taking full credit for any offsets to which Buyer may be entitled; (iii) contract with or employ any other party to finish the Items; and (iv) collect from Seller any additional expense, losses or damage which Buyer may suffer.

21. 买方权利和救济 - 在买方接受货物或服务履行之日起十二 (12) 个月内 (或在买方采购订单中规定或以书面形式另行约定的其他质保期内), 卖方应自费立即通过交付和安装替换件, 修理或更换有缺陷或不合格的货物, 或在提供服务的情形下, 重新履行服务, 并支付买方因缺陷或不合格货物或服务而产生的所有费用, 包括但不限于识别、揭开、暴露、重新组装、重建、包装、储存、搁置以及运输此类货物的所有成本和费用, 且在提供服务的情形下, 识别不合格或缺陷服务以及买方因此类不合格或缺陷服务而采取的任何调整或变更的所有成本和费用 (统称为“校正成本”)。如果卖方未能及时修理或更换任何有缺陷或不符要求的货物或重新履行此类服务, 或者如果需要紧急情况下进行修理、更换或重新履行服务, 买方可以修理或更换货物或重新履行服务, 并要求卖方承担由此产生的所有合理费用, 包括但不限于校正成本。货物的任何修理或更换均应符合自动遵守本采购订单中规定的相同保证。对于买方到期应付或即将到期的所有款项的主张, 均应先由买方扣除因本订单或买方与卖方的任何其他采购订单而产生的任何抵消或反索赔。本采购订单中规定的买方权利和救济应是累积的, 是法规定的任何其他或进一步补救措施的补充, 包括但不限于买方撤销接受或拒绝的权利。买方在本协议中保留的救济和权利应与法律规定其享有的所有其他权利和救济累积使用并互相补充。

BUYER'S RIGHT AND REMEDIES - During the period of twelve (12) months from the date of Buyer's acceptance of goods or performance of services (or during such other warranty period as is specified in Buyer's Purchase Order or otherwise agreed to in writing), Seller shall, at its sole cost and expense, promptly repair or replace defective or nonconforming goods by delivering and installing replacements or, in the case of services, re-perform the services and pay all costs incurred by Buyer with respect to the defective or non-conforming goods or services, including, but not limited to, all costs and expenses of identifying, uncovering, exposing, reassembling, reconstructing, packing, storing, setting aside and shipping such goods and, in the case of services, all costs and expenses of identifying the non-conforming or defective Services and of any accommodations or changes taken by Buyer as a result of such non-conforming or defective services (collectively, "Corrective Costs"). If Seller fails to promptly repair or replace any defective or non-complying goods or re-perform such services, or if the repair, replacement, or re-performance needs to be made on an emergency basis, Buyer may repair or replace the goods or re-perform the services and hold Seller responsible for all reasonable costs thereof, including without limitation Corrective Costs. Any repair or replacement of goods shall be automatically subject to the same warranties as are set forth in this Purchase Order. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other of the Buyer's Purchase Orders with Seller. Each of Buyer's rights and remedies specified in this Purchase Order shall be cumulative and additional to any other or further remedies provided in law. The remedies and rights reserved to Buyer in the Agreement shall be cumulative with, and in addition to, all other rights and remedies provided in law.

22. 包装和标识 - 卖方应对所有货物进行包装, 或将其装入板条箱内或进行固定支撑, 以防止货物损坏或变质, 买方不承担包装、装箱和支撑的费用。每个包装内物品的信息以及适用的订单号均必须清晰地标注在每个包装外。包装应适于运输, 保护货物完好, 具体包装方式详见订单。

PACKING AND MARKING - All goods shall be packed, crated and braced to prevent damage or deterioration with no charges being paid by Buyer for packing, crating or bracing. The contents of each shipping container shall be clearly identified on the outside of the container, and the applicable Purchase Order number for the contents shall be clearly stated on the outside of each such container. The packing shall be fit for transportation and shall keep goods in good condition. Specific packing requirements shall be referred to the Purchase Order.

23. 保密信息 - “保密信息”是指所有买方专有技术、技术信息、商业信息、数据、设计、规范、计划、图纸、经验或与本采购订单的交易合理相关的知识, 无论是以书面、口头或电子方式传送的, 包括涉密的原始或初步讨论包括但不限于: (a) 机密制造计划、工艺、程序、操作、报告、图纸、手册、设备、工程信息、技术信息以及装置和设备的布局和配置; (b) 机密产品计划、原型、样品、配方和规范, 以及与机密项目设计、营销、广告、质量、成本、配置和使用相关的信息; (c) 保密的客户和供应商名单和信息、商业计划、销售量、盈利能力数据、财务信息或其他经济或商业信息; 以及 (d) 机密计算机软件、固件、数据库、网络、安全程序或其他直接或间接与计算机系统或网络相关的机密信息。未经买方明确书面同意, 卖方不得使用或向任何个人、公司或政府机构披露任何保密信息, 但卖方可向需要了解保密信息同时受保密义务约束的员工或专业顾问披露保密信息。如果法律强制卖方 (通过证词、质询、文件请求、传票、民事调查要求或类似程序) 披露任何保密信息, 卖方应立即向买方提供此类要求的事先书面通知, 以便买方可以寻求保护令或其他适当的补救措施。如果未获得保护令或其他补救措施, 卖方同意经法律顾问书面意见后, 仅提供法律要求卖方披露的部分保密信息, 并同意作出合理的商业努力, 以获得对此类保密信息进行保密处理的保证。买方同意, 本部分将不适用卖方可以证明的以下保密信息: (i) 在买方首次披露之前已为公众所知, 或在首次披露后由于卖方没有违反本采购订单的作为或不作为而为公众所知; (ii) 卖方在首次披露之前已经知道的信息; (iii) 由另一个人或实体向

卖方披露的信息, 而该个人或实体对买方不负有保密义务; 或 (iv) 卖方独立开发的信息, 且未获取或使用保密信息, 或违反本采购订单。

CONFIDENTIAL INFORMATION - “Confidential Information” means all Buyer know-how, technical information, business information, data, designs, specifications, plans, drawings, experience or knowledge reasonably related to the transaction that is the subject of this Purchase Order, whether transmitted in writing, orally or electronically, including initial or preliminary discussions, to the extent the same is or are secret or confidential including without limitation: (a) confidential manufacturing plans, processes, procedures, operations, reports, drawings, manuals, equipment, engineering information, technical information, and plant and equipment layouts and configuration; (b) confidential product plans, prototypes, samples, formulae, and specifications, and information related to confidential project designs, marketing, advertising, quality, costs, configurations and uses; (c) confidential customer and vendor lists and information, business plans, sales volumes, profitability figures, financial information or other economic or business information; and (d) confidential computer software, firmware, data, databases, networks, security procedures, or other confidential information related directly or indirectly to computer systems or networks. Seller shall not, without express written consent of Buyer, use or disclose to any person, company or governmental agency any Confidential Information, except that Seller may disclose Confidential Information to those if its employees or professional advisors who need to know such information and who are bound to Seller not to disclose the Confidential Information to any other person, company or governmental agency. If Seller becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Seller will provide Buyer with prompt prior written notice of such requirements so that Buyer may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, Seller agrees to furnish only that portion of Confidential Information that Seller, upon written opinion of counsel, is legally required to disclose, and it agrees to exercise reasonable commercial efforts to obtain assurances that confidential treatment will be accorded such Confidential Information. Buyer agrees that this section will not apply to the extent that Seller can demonstrate the Confidential Information: (i) was known by the public prior to initial disclosure by Buyer or subsequently becomes known to the public after initial disclosure through no act or omission of Seller in violation of this Purchase Order; (ii) was known by Seller prior to initial disclosure; (iii) is disclosed to Seller by another person or entity who was under no obligation of confidentiality to Buyer with respect to the information; or (iv) is independently developed by Seller without access to or use of Confidential Information, or violation of this Purchase Order.

24. 不披露采购 - 未经买方事先书面同意, 卖方不得在任何广告或促销材料或以任何其他方式披露买方已购买或已订立协议拟购买货品。

NONDISCLOSURE OF PURCHASES - Seller shall not disclose in any advertisement or promotional material or in any other manner, without the prior written consent of Buyer in each instance that Buyer has purchased or contracted to purchase the Items.

25. 转让 - 未经买方事先书面同意, 卖方不得转让和分包合同, 或转让合同项下任何权利和义务。买方可以将合同转让给其任何关联公司或获得与合同相关的买方业务的任何第三方。

ASSIGNMENT - Seller may not assign or subcontract the Contract, or assign any rights and obligations thereunder without the prior written consent of Buyer. Buyer may assign the Contract to any of its affiliated companies or any third party who acquires the Buyer's business to which the Contract pertains.

26. 双方关系 - 合同不旨在建立, 也不应被解释为建立双方之间的代理、合资企业、合伙企业或类似关系。每一方将单独作为独立缔约方行事, 任何一方均无权以任何方式代表或约束另一方, 或声明另一方以任何方式对该方的任何作为或不作为负责。双方理解并同意对其雇员的工资和福利全权负责。

RELATIONSHIP OF PARTIES - The Contract is not intended to create, nor should it be construed as creating, an agency, joint venture, partnership or similar relationship between the parties. Each party will act solely as an independent contractor and neither party will have the right to act for or bind the other party in any way or to represent that the other party is in any way responsible for any acts or omissions of such party. It is understood and agreed that each party shall be solely responsible for the wages and benefits of its employees.

27. 弃权 - 一方未能要求另一方严格遵守或完全履行其任何义务或一方豁免另一方对合同的违反, 不应被视为放弃任何要求该另一方后续履约的权利, 也不应被视为对该另一方后续履约的豁免。

WAIVER - The failure of one party to require the other party's strict compliance with or complete performance of any obligation of the Contract, or the waiver by one party of any breach of the Contract, shall neither prevent any subsequent enforcement of such obligation nor be construed as a waiver of any subsequent breach by such other party.

28. 完整协议 - 合同规定了卖方和买方就本协议标的物所达成的整体协议。除上述“变更”条款中另有规定外, 旨在修改或变更合同条款的任何条款、条件、谅解或协议不具有任何约束力, 除非由卖方和买方书面做出并签署。如本协议的任何规定和合同的其他规定发生冲突, 以本协议为准, 除非: (a) 在该等其他文件中的冲突规定明确表示其优先于本协议, 或 (b) 冲突规定以买方出具的纸质或电子采购单形式存在或某协议, 其中, 该等冲突规定优先于本协议, 并且优先于合同中任何其他部分的冲突规定。双方之间的先前交易习惯或任何贸易惯例与本协议任何条款的补充或解释无关。

ENTIRE AGREEMENT - The Contract sets forth the entire agreement between Seller and Buyer on the subjects covered therein, and, except as otherwise provided above in the Changes Section, no terms, conditions, understanding or agreement purporting to modify or vary the terms of the Contract shall be binding unless made in writing and signed by Seller and Buyer. In the event of any conflict between any provision of these Terms and Conditions and any other provisions of the Contract, these Terms and Conditions shall prevail or control unless (a) the conflicting

provision in such other document expressly states that it supersedes these Terms and Conditions or (b) the conflicting provision is in a paper or electronic Purchase Order issued by Buyer or an Agreement, in which event such conflicting provision shall prevail or control over these Terms and Conditions and over an conflicting provision in any other part of the Contract. No course of prior dealings between the parties or any trade usage shall be relevant to supplement or explain any term used in the Agreement.

29. **可分割性** - 如果合同的任何词语、短语、条款、句子或其他约定违反其所适用之管辖区域内的任何相关的法令、条例或规则, 则在该等词语、短语、条款、句子或约定仅在涉及该等违反情形时无效, 不影响合同任何其他条款的效力。

SEVERABILITY - In the event that any word, phrase, clause, sentence or other provision of the Contract shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such word, phrase, clause, sentence or provision shall be ineffective to the extent of such violation without invalidating any other provision of the Contract.

30. **适用法律及争议解决** - 合同应根据中华人民共和国 (为合同之目的, 不包括香港和澳门特别行政区以及台湾地区) 法律。任何与合同相关的争议应先由双方友好协商解决。协商不成, 任何一方可将争议提交上海国际经济贸易仲裁委员会仲裁, 仲裁将依据申请时该仲裁委员会有效的仲裁规则进行。仲裁裁决是终局的, 对双方均有约束力。

GOVERNING LAW AND DISPUTE RESOLUTION - The Contract and all the performance thereunder shall be governed by and construed in accordance with the laws of the People's Republic of China (for the purpose of the Contract, the Special Administrative Regions of Hong Kong and Macau, and Taiwan shall be excluded). All disputes arising between both parties in connection with the Contract shall be settled by way of amicable negotiation between both parties. In case no agreement can be reached through consultations, the disputes at issue shall be submitted to the Shanghai International Economic and Trade Arbitration Commission ("SHIAC") for arbitration which shall be conducted in Shanghai in accordance with SHIAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

31. **语言** - 本协议以中文和英文书就, 两种文本具有同等效力。如有不一致, 以中文文本为准。

LANGUAGE - This Agreement shall be written in the Chinese and English languages. Both versions shall be of equal legal effect. In case of controversy, the Chinese version shall prevail.