

Standard Terms and Conditions

标准条款及条件

(2021 version)

(2021 年版本)

I. INVOICES

1. 1. Content:

At least the following information must appear in English language on the pro-forma invoices and invoices sent by the **VENDOR** to **COPPEL**:

- i. SKU and PRODUCT details: models, sizes, quantity by size, color, cost per items, and total costs.
- ii. Terms of payment, delivery date and a summary of all the P.O.'s received and related to that particular invoice.
- iii. The number of P.O. to which it is related.
- iv. Estimated time of delivery
- v. Bank details
- vi. **COPPEL**'s SKU, **VENDOR**'s name as is registered in the Companies Registry of its country of origin, volume expressed in cubic meters, item number, total number of parts/pair, net price per unit, number of boxes sent, any discount applied to the purchase order, model of PRODUCT, description of the PRODUCTS, date, origin and terms.

1. 2. Invoicing procedure:

- i. The **VENDOR** acknowledges that it will only proceed when **COPPEL** has confirmed in written the PURCHASE ORDER.
- ii. Before starting mass production of the PRODUCTS, under the terms established in this AGREEMENT, the **VENDOR** shall send a pro-forma invoice to **COPPEL**. Until **COPPEL** has not confirmed the proforma invoice by written form, the **VENDOR** shall not initiate the mass production.
- iii. Only after receiving the written confirmation of the pro-forma invoice by **COPPEL** will the **VENDOR** send the PRODUCTS, together with the original document of the definitive commercial invoice. Before the shipment, the **VENDOR** must send the scanned copy of the definitive commercial invoice.
- iv. After the shipment is arranged, a copy of the final invoice shall be emailed to **COPPEL** by the **VENDOR** within 24h after the delivery is undertaken.
- v. Upon request from the **VENDOR**, **COPPEL** shall provide the **VENDOR** with any information necessary for the complete and correct preparation of the invoice. Likewise, the **VENDOR** shall comply with the procedures for **COPPEL**'s document generation.
- vi. The **VENDOR** shall send both pro-forma invoices and invoices duly signed by its legal representative and with the official stamp of its company in the **VENDOR**'s company paper.

一、发票

1.1. 内容:

卖方向 **COPPEL** 发出的形式发票及发票应以英文至少列出以下信息:

- i. SKU 和产品详细信息: 型号、规格、数量 (按规格)、颜色、各产品价格和总价格。

- ii. 付款条件、交货日期，收到的 P.O.及与该特定发票相关的概要信息。
- iii. 与之相关的 P.O.号码。
- iv. 预计交付日。
- v. 银行明细。
- vi. 产品 SKU、**卖方**在其原属国的公司注册处登记的名称、以立方米为单位的体积、项目编号、总件/双数、单价、箱数、采购订单折扣、产品型号、产品描述、日期、产地和条款。

1. 2. 发票流程:

- i. **卖方**知悉只可在 **COPPEL** 以书面形式确认采购订单后才可推进。
- ii. 产品大批量生产前，根据本协议规定条款，**卖方**应发送形式发票给 **COPPEL**。只要 **COPPEL** 未以书面形式确认形式发票，**卖方**不得开始大批量生产。
- iii. 只有在收到 **COPPEL** 关于形式发票的书面确认后，**卖方**才能发送产品以及随附最终的商业发票原件。在装运前，**卖方**必须发送最终商业发票扫描件。
- iv. 在安排装运后，最终发票副本应在发货后 24 小时内由**卖方**通过电子邮件发送给 **COPPEL**。
- v. 如**卖方**要求，**COPPEL** 应当向**卖方**提供必要信息，以便制作完整及正确的发票。同样，**卖方**应遵守 **COPPEL** 有关文件制作的流程。
- vi. **卖方**应发送用其公司公函出具的形式发票和发票，并且均应由其法定代表人签署并加盖**卖方**公司公章。

II. QUALITY STANDARDS AND INSPECTION OF THE PRODUCTS

2. 1. Quality standards

- i. The PRODUCTS' quality shall correspond to **COPPEL**'s technical requirements as per the corresponding P.O. and the exact specifications set forth on every SCHEDULE to this AGREEMENT, as well as to the samples presented to **COPPEL**, and will be confirmed by a Quality Certificate in form agreed before the shipment according to the PRC regulations and with all directives, laws and regulations applicable to the Products in Mexico.
- ii. The **VENDOR** agrees to create at his own cost a specific quality department within its company that will perform the quality control, implementation and testing of the PRODUCTS.

2. 2. Quality control

i. INSPECTIONS AT THE MANUFACTURING FACILITIES. The **VENDOR** authorizes **COPPEL** to entrust a representative, specialized company of inspection and/or any authority to carry out inspections of **VENDOR**' s manufacturing facilities or the facilities where the PRODUCTS are being manufactured at any time, agreed by the Parties, to ensure the correct use of the packing, labeling, determination of origin, physical existence and legal production, production capacity, load, correct verification of representative, materials, quality, functionality, as well as others deemed by **COPPEL** to the satisfaction of its interests in the production of the goods sold to **COPPEL**. The **VENDOR** also authorizes **COPPEL** to inspect the facilities of the **VENDOR** for any other reason that the PARTIES agree. The PARTIES agree that there will be mainly five (5) inspections, but this number is not limited, namely:

- a) PRESHIPMENT INSPECTION: this inspection will be at any time determined by **COPPEL** during the production of the products to be sold to **COPPEL**. **COPPEL** will cover all costs arising from the inspection referred to in this subsection, however if the inspection shows any anomaly in the merchandise, the cost of this inspection, and any other subsequent inspections that might be needed, shall be borne by the **VENDOR**, until no anomaly is found during the inspection.

b) **THROUGHOUT PRODUCTION INSPECTION**: this inspection will be at any time determined by **COPPEL** throughout production of the PRODUCTS to be sold to **COPPEL**. **COPPEL** will cover all costs arising from the inspection referred to in this subsection, however if the inspection shows any anomaly in the merchandise, the cost of this inspection, and any other subsequent inspections that might be needed, shall be borne by the **VENDOR**, until no anomaly is found during the inspection.

c) **FINAL INSPECTION OF PRODUCTION**: this inspection will be given once the production is completed. **COPPEL** will cover all costs arising from the inspection referred to in this subsection, however if the inspection shows any anomaly in the merchandise, the cost of this inspection, and any other subsequent inspections that might be needed, shall be borne by the **VENDOR**, until no anomaly is found during the inspection.

d) **INSPECTION BEFORE SHIPMENT**: this inspection will take place before the shipment, at the time when the merchandise is ready to be shipped, in order to verify that all quality requirements, boarding, packed, labeling, etc. meet the requirements of **COPPEL**. In case any defect is found during this inspection, **COPPEL** will be entitled to stop the shipment and delay or cancel it as its best convenience. In case no defect is found, **COPPEL** will cover all costs arising from the inspection referred to in this subsection; If there is any anomaly present in the inspection, the **VENDOR** shall bear all the costs of correction resulting from said anomaly.

e) **ARRIVAL INSPECTION**: this inspection will be at the place of arrival of the goods, the above, to check possible anomalies that have passed in any of the inspections or during the transfer to reviewing documentation bring some variable that compromise the correct entry of the goods in the country of destination. **COPPEL** will cover all costs arising from the inspection referred to in this subsection, if there is any anomaly present in the inspection, the **VENDOR** shall bear all the costs of correction resulting from said anomaly.

The **VENDOR** hereby understands and acknowledges that inspections are of utmost importance to **COPPEL** and should be considered as an essential part of the TRANSACTION.

ii. It is important to note that **COPPEL** is committed to the quality of its products and the number of inspections and moments that are required is **COPPEL** decision, **COPPEL** agrees to give considerable notification to the **VENDOR** before the development of said inspections.

iii. **COPPEL** shall have the right to inspect the products upon delivery, in order to confirm that the quality of the product meets the standards above described. **COPPEL** shall communicate to the **VENDOR**, within ten (10) working days from the date of receipt of the products, any defect or flaw of the products. In the event that the aforementioned term expires without any communication by **COPPEL** regarding defects or flaws, it shall be deemed as tacit acceptance by **COPPEL** of the PRODUCT quality. In case there are not found any anomalies, **COPPEL** will cover all costs arising from this inspection.

iv. **COPPEL** shall have the right to reject all or any of the products that do not meet the Specifications requirements during all the quality controls and/or before the delivery of the products. In case of such rejection, the **VENDOR** shall, at **COPPEL**'s discretion, replace immediately such products or issue a credit note for the related invoice amount and additional related costs, if any. All the costs of the replacement of such unsuitable products shall be borne by the **VENDOR**.

二、质量标准和产品检验

2.1. 质量标准

i. 产品质量应当符合 **COPPEL** 在相应 P.O.中规定的技术要求、各个协议附表的规范以及提交给 **COPPEL** 的样品，并在装运前根据中国法规、墨西哥产品适用的所有指令、法律及法规，以一份质量证书进行确认，证书形式需经双方同意。

ii. 卖方同意在自行承担费用的情况下，在公司内部设立一个专门的质量部门，执行产品质量控制、实施和测试。

2.2. 质量控制

i. **生产设施检查**。卖方授权 **COPPEL** 委托代表、专业检查公司和/或任何机构对卖方的生产设施或任何双方约定的时刻正在生产产品的设施进行检查，以确保正确包装、正确贴标以及确定原产地、物理存在、合法生产以及产能、装载、代表的正确性验证、材料、质量、性能和其他 **COPPEL** 认为在生产销售给 **COPPEL** 的产品过程中满足 **COPPEL** 其利益的其他必要方面。卖方也授权 **COPPEL** 可因双方都同意的任何原因检查卖方设施。双方同意将主要有下述五（5）项检查，但是检查项目不限于此：

a) **装运前检查**：该项检查可以由 **COPPEL** 决定在生产将销售给其的产品过程中的任何时候进行，并且所有相关费用由 **COPPEL** 承担。但是如果在检查过程中发现商品有任何异常之处，则本次检查连同其他任何可能必须的后续检查的费用将由卖方承担，直至检查时未再发现异常之处。

b) **整个生产过程中检查**：该项检查可以由 **COPPEL** 决定在生产将销售给其的产品全过程中的任何时候进行，并且所有相关费用由 **COPPEL** 承担。但是如果在检查过程中发现商品有任何异常之处，则本次检查连同其他任何可能必须的后续检查的费用将由卖方承担，直至检查时未再发现异常之处。

c) **生产最终检查**：该检查在产品生产完成后可以进行，并且所有相关费用由 **COPPEL** 承担。但是如果在检查过程中发现商品有任何异常之处，则本次检查连同其他任何可能必须的后续检查的费用将由卖方承担，直至检查时未再发现异常之处。

d) **装运前检查**：该检查在货物可供运输并装运前进行，以确认所有的质量要求、装运、包装、贴标等符合 **COPPEL** 的要求。如在检查中发现任何缺陷瑕疵，**COPPEL** 有权停止装运并以其最方便的方式推迟或取消装运。如没有发现任何缺陷瑕疵，**COPPEL** 将承担该情况下产生的所有费用。如发现任何异常，卖方将负责此处所提的检查所产生的一切费用。

e) **到达检查**：该检查将在以上货物的到达地点进行，以查验通过上述任何检查后或产品运输过程中是否存在异常，对照文件确定是否有变动将各项货物正确进入目的地国家。所有相关费用由 **COPPEL** 承担。如发现任何异常，卖方将负责此处所提的检查所产生的一切费用。

卖方在此理解并同意上述检查对于 **COPPEL** 非常重要，并且应该视为本交易不可缺的一部分。

ii. 需着重强调的是 **COPPEL** 致力于保证其产品的质量，需要的检查次数和时间将由 **COPPEL** 决定，**COPPEL** 同意在进行上述检查前给予必要的通知。

iii. **COPPEL** 有权在产品交付时检查产品，以确认产品质量是否符合所述标准。**COPPEL** 应在收到产品之日起十（10）个工作日内就产品的任何缺陷或瑕疵通知卖方。上述期限届满后 **COPPEL** 没有发出关于缺陷或瑕疵的通知，应视为 **COPPEL** 默认接受产品质量。如果没有发现任何产品异常，由 **COPPEL** 自负因检查产生的费用。

iv. **COPPEL** 有权拒绝在质量控制过程中和/或在产品交付前不符合规范要求的所有及任何产品。如果出现该等拒收情况，卖方应根据 **COPPEL** 全权决定，立即更换此类产品或出具相关发票金额及其它相关成本（如有）的贷记单。更换该等不适合产品的所有费用应由卖方承担。

III. DUTIES OF COPPEL

COPPEL shall:

i. Provide the instructions, indications and directions to perform the works and services as clearly as possible in order to facilitate the **VENDOR**'s work. For that purpose, **COPPEL** shall deliver and furnish to the **VENDOR** any reasonable documentation, data or information requested and reasonably needed by the **VENDOR** to deliver the **PRODUCTS**.

ii. Pay the price of supply of the **PRODUCTS** in the terms and conditions agreed between the **PARTIES**.

三、COPPEL 职责

COPPEL 应:

- i. 为促进**卖方**的工作，**COPPEL** 应为工作和服务的完成，提供尽可能清楚的说明、指示和指导。为此，**COPPEL** 应当向**卖方**交付并提供**卖方**要求且合理需要的任何合理文件、数据或信息，以便其交付产品。
- ii. 根据双方同意的条款条件支付供应产品的价款。

IV. DUTIES OF THE VENDOR

The **VENDOR** shall:

- i. Carry out the works and render the services mutually agreed by the Parties according to the terms and conditions agreed in the present AGREEMENT, the general standards applicable to this type of agreements and, in any event, under the provisions of the PRC Law, Mexican Law, United States of America Law and/or any international law and rule, particularly referred to, but not limited to, Labor, Social Security, corrupt practices, tax matters and Environmental requirements.
- ii. Give explanation and maintain **COPPEL** informed of the evolution and situation of the works and services object of this AGREEMENT.
- iii. Deliver to **COPPEL** the PRODUCTS object of this AGREEMENT on time, accordingly to **COPPEL** orders, and immediately communicate any delay.
- iv. Perform the works and render the services with all due skill, care and diligence and according to its experience and good faith.
- v. Keep full, true and accurate records of units of PRODUCT developed and/or manufactured, delivered or dispatched during, at least, five (5) years since the TRANSACTION takes place.
- vi. Set up a complete and effective confidential system with respect to the sale of the PRODUCTS, in order to avoid the accidental leakage or disclosure of relevant Commercial Information or Trade Secret.
- vii. Deliver and provide **COPPEL** with the relevant information related to the quality and composition of the **VENDOR**' s PRODUCTS. Any product information shall be provided at least in English language.
- viii. Deliver and provide **COPPEL** with all the relevant information of the PRODUCTS that **COPPEL** may need in order to apply for any Certification of the PRODUCTS in Mexico or in the United States of America. Any quality information shall be provided at least in English language.
- ix. Have and maintain adequate facilities or premises within its offices and employ sufficient number of qualified persons for the effective purposes of this AGREEMENT, as well as not to engage in any unlawful, unfair or deceptive practices in connection with the business of the **VENDOR** and/or **COPPEL**, or practices which may tend to injure the reputation of the **VENDOR** and/or **COPPEL**.
- x. Offer and maintain an adequate place of work for its employees, treating every employee with respect and dignity and creating a working environment free from discrimination and harassment.
- xi. Respect its employees' rights.
- xii. Not to tolerate any form of forced or compulsory labour.
- xiii. Not use child labor according to ILO (International Labour Office) Convention number 138.
- xiv. Take all precautions necessary to maintain high security standards and security awareness within its organization at all times.
- xv. Protect the environment by exercising constant care and optimizing his operations, and endeavor to use natural resources responsibly and reduce his environmental impact.

四、卖方职责

卖方应:

- i. 根据本协议约定的条款条件、适用于此类型协议的一般标准,开展双方一致同意的工作和服务,并在任何情况下,均需遵守中国法律、墨西哥法律、美国法律和/或任何国际法和规则,特别是(但不限于)有关劳动、社会保障、腐败行为、税务和环保要求的法律。
- ii. 向 **COPPEL** 解释并保证 **COPPEL** 及时知悉本协议下工作和服务目标的进展和情况。
- iii. 根据 **COPPEL** 订单及时向 **COPPEL** 交付本协议项下的产品,如出现延迟应立即通知。
- iv. 以应有的技能、谨慎和勤勉并根据其经验和诚意开展工作和提供服务。
- v. 在交易发生后至少五(5)年内保留完整、真实、准确的开发和/或生产、交付或运输的产品记录。
- vi. 针对销售的产品建立完整、有效的保密制度,避免意外泄漏或披露相关商业信息或商业秘密。
- vii. 向 **COPPEL** 交付并提供有关**卖方**产品的质量和组成的相关信息。任何质量信息均至少应以英语提供。
- viii. 向 **COPPEL** 交付并提供 **COPPEL** 可能需要的有关产品的信息,以在墨西哥或美国申请产品认证。任何产品信息均至少应以英语提供。
- ix. 拥有并维持足够的办公设施或场所,雇佣足够数量的合格人员,以有效履行本协议,并且不从事任何与**卖方**和/或 **COPPEL** 业务相关的非法行为、不公平或欺骗性的做法,或者可能损害**卖方**和/或 **COPPEL** 声誉的做法。
- x. 为员工提供并维持充分的工作场所,尊重员工,维护其尊严,创造一个没有歧视和骚扰的工作环境。
- xi. 尊重员工权利。
- xii. 不容忍任何形式的强迫或强制劳动。
- xiii. 根据国际劳工组织(ILO)公约第 138 条规定禁止使用童工。
- xiv. 采取一切必要的预防措施,在组织内的任何时候都维持较高的安全标准及安全意识。
- xv. 通过持续注意和优化运营、负责任地使用自然资源,以保护环境,减少对环境的影响。

V. INSURANCE POLICIES

i. The **VENDOR** shall maintain an Insurance Policy for itself.

ii. Without prejudice to any of its other obligations under this AGREEMENT, the **VENDOR** shall use its best endeavors to ensure that any policy referred to in this clause is not vitiated by reason of any act or omission of its employees or agents or others for whom it may be responsible.

五、保险单

i. **卖方**应为自己购买一份保险单并保持其有效。

ii. 在不损害本协议规定的任何其他义务的情况下,**卖方**应尽最大努力确保本条款中提及的任何政策不因其员工或代理或其他责任人的任何行为或不作为而受到损害。

VI. CORRESPONDENCE AND NOTICES

6. 1. Delivery of the notices

Notices or other communications required to be given by a PARTY pursuant to this AGREEMENT shall be written in English and may be delivered personally, sent by registered airmail (postage prepaid) by a recognized courier service, or sent by facsimile transmission to the address of the other PARTY set forth below or such other

address notified in lieu thereof. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

i. Notices given by email shall be deemed effectively given on the third (3rd) business day following the day of sent.

ii. Notices given by personal delivery shall be deemed effectively given on the following business day.

iii. Notices given by registered airmail (postage prepaid) shall be deemed effectively given on the seventh (7th) day after the date on which they were mailed (as indicated by the postmark).

iv. Notices given by air courier shall be deemed effectively given on the date of delivery (as indicated by the airway bill).

v. Notices given by facsimile transmission shall be deemed effectively given on the first (1st) business day following the date of transmission.

vi. Refused or Undeliverable Notice. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the PARTY to be notified will be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

6. 2. Change of Address

Any PARTY may at any time change its address for service of notice or communication in writing delivered to the other PARTY in accordance with the terms hereof.

六、信函和通告

6. 1. 通知的交付

一方根据本协议发出的通知或其它函件应以英文书写，并可由专人递送，或以航空挂号信（预付邮资）、受认可的快递服务、传真发送至列于下方的地址或经通知后作为替代的其它地址。通知在以下时间视为有效送达：

i. 通过电子邮件发出的通知应视为于发送日期后第三（3）个工作日有效送达。

ii. 由专人递送的通知应于下一个工作日视为有效送达。

iii. 通过航空挂号信（预付邮资）发出的通知应在寄出（以邮戳为凭）后第七（7）日视为有效送达。

iv. 通过航空快递发出的通知，在交付之日起视为有效送达（按空运单所示）。

v. 以传真方式发出的通知应在传真日期之后第一（1）个工作日视为有效送达。

vi. 拒绝或者无法送达的通知。任何地址正确的通知，因被通知方的作为或不作为而被拒绝、无人认领或无法投递，将在该通知被邮政机构、投递员或次日递送服务视为被拒绝、无人认领或无法投递之首日视为有效送达。

6. 2. 地址变更

任何一方可根据本协议规定随时通过给另一方发送书面通知形式变更其送达或通信地址。

VII. FORCE MAJEURE

7. 1. Performance of obligations

If any Party is prevented from performing any of his duties or obligations under this Agreement (the duty of payment which shall fall into the scope of protection of this clause), due to an event of force majeure, the time for performance of the duties or obligations under this Agreement specifically prevented from performance by such event of force majeure shall be extended by a period equal to the period of delay caused by such event of

force majeure. A Party claiming inability to perform due to an event of force majeure shall take appropriate means to minimize or remove the effects of the event of force majeure and, within the shortest possible time, attempt to resume performance of the duty or obligation affected by the event of force majeure. If an event of force majeure occurs, no Party shall be responsible for any damage, increased costs or loss that the other Party may sustain by reason of such a failure or delay of performance, and such failure or delay shall not be deemed a breach of this Agreement. All other obligations under this Agreement and the time for performance thereof shall remain unaffected.

7. 2. Notice

The affected PARTY shall immediately notify the other PARTY of the occurrence of any event of FORCE MAJEURE and shall provide available evidence thereof. Should the delay caused by any event of FORCE MAJEURE continue for more than NINETY (90) consecutive days, the PARTIES shall settle the issue of further performance of this AGREEMENT through friendly negotiations or in accordance with relevant agreement mutually executed between the Parties.

7. 3. Continued implementation of the AGREEMENT

During the period of an Event of FORCE MAJEURE, the PARTIES shall in all other respects continue their implementation of this AGREEMENT.

七、不可抗力

7. 1. 履行义务

如果一方因不可抗力事件而影响本协议责任或义务的履行（付款义务在本条款的保护范围内），因不可抗力事件而影响的特定责任或义务的履行时间，应根据该等不可抗力事件导致的延迟时间作相应延长。声称因不可抗力事件不能履行责任或义务的一方，应采取适当手段减少或消除不可抗力事件的影响，并试图在最短的时间内，恢复履行受不可抗力事件影响的责任或义务。如果发生不可抗力事件，任何一方无须就对方因不履行或延迟履行而蒙受的任何损害、费用增加或损失承担责任，此类不履行或延迟履行不得视为违反本协议。本协议项下所有其它义务及协议履行时间不受影响。

7. 2. 通知

受影响方应将任何不可抗力事件的发生立即通知另一方，并提供现有证据。如果因任何不可抗力事件造成的延误连续超过九十（90）天，各方应通过友好协商或者按照双方签署的相关协议解决协议的进一步履行问题。

7. 3. 继续履行协议

在不可抗力事件期间，各方应在所有其他方面继续履行本协议。

VIII. CONFIDENTIALITY

i. The PARTIES hereto agree to keep secret and confidential all information furnished to them by the other PARTY that is designated as confidential by said other PARTY, or considered desirable to remain secret. The PARTIES further agree not to use such information for any purpose whatsoever except in a manner expressly provided for in this AGREEMENT. All individuals having accessed to information designated confidential by the PARTY providing such information shall sign a confidentiality agreement in form and substance acceptable to the PARTY providing such information.

ii. In the event of termination of this AGREEMENT for any reason whatsoever, each PARTY shall return without demand any and all confidential information belonging to the other PARTY which may have, including copies, notes, transcriptions, casts, moulds, etc., in such PARTY's possession or control. Further, each party shall provide the other PARTY with a formal statement, in form and substance acceptable to the other PARTY, confirming that such PARTY no longer has possession or control of any of the other PARTY's confidential information in any form whatsoever.

iii. The PARTIES agree that they will not disclose any information with respect to the contents of this AGREEMENT to third parties, unless the other PARTY consent to such disclosure or the disclosing PARTY is under an obligation to do so by law or applicable stock exchange regulations.

iv. The **VENDOR** (by itself or its related companies & individuals) shall not leak out the Confidential Information and Trade Secrets as defined on article 1 of this AGREEMENT in connection to the PRODUCTS to any third party, not for the purpose of the AGREEMENT, no matter during the term of the AGREEMENT or outside the term of the AGREEMENT; otherwise, the **VENDOR** shall pay USD 100,000 plus all the revenues gained for the breach of this clause by the **VENDOR** and/or its related companies & individuals and the said third party as penalty to **COPPEL**; in case **COPPEL**' damages is beyond the aforesaid penalty, the **VENDOR** shall pay compensations for the damages beyond the penalty additionally.

八、保密

i. 双方在此同意，针对另一方向其提供的该方指定为机密或认为需要保密的所有信息，进行保密。双方进一步同意，不会出于本协议中明文规定的目的意外的任何目的使用该等信息。所有可以访问提供机密信息方指定为机密信息的人员，应当签署一份保密协议，保密协议的形式与内容应为提供该等信息的一方所接受。

ii. 本协议因任何原因终止后，各方应返还任何及所有在其占有或控制下的属于另一方的所有机密信息，包括副本、笔记、抄录、注塑、模具等，不得延误，且无需对方作出此类要求。此外，双方应当向另一方提供正式声明，确认其不再以任何形式占用或控制另一方的任何机密信息，声明的形式和内容应为另一方可以接受。

iii. 双方同意，不会向第三方内容披露有关本协议内容的任何信息，除非另一方同意该等披露或披露方因法律或适用的证券交易所规定有义务作出此等披露。

iv. **卖方**（其本身或其关联公司及个人）不得出于非本协议项下的目的，向任何第三方泄露本协议第一条规定的有关产品的机密信息及商业秘密，不论是在本协议期限内或是超出协议期限；否则，**卖方**应向 **COPPEL** 支付 100,000 美元，加上**卖方**和/或其关联公司及个人和上述第三方违反本条而获得的收入，作为罚金；若前述罚金不足以覆盖 **COPPEL** 因此遭受的损失，**卖方**还应就 **COPPEL** 超出的损失部分另行赔偿。

IX. REMAINING OBLIGATIONS AND NON-WAIVER OF RIGHTS

i. Notwithstanding expiration or other termination of this AGREEMENT the **VENDOR** and **COPPEL** shall not be released from any obligation that accrues prior to the date of expiration or termination and, remain bound by the provision of the AGREEMENT, which by their terms impose upon the PARTIES obligations extending beyond the date of expiration or other termination.

ii. No failure or delay by **COPPEL** to exercise any right or remedy provided under this AGREEMENT or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

九、剩余义务及非弃权

i. 即使本协议期满或以其它方式终止本协议，**卖方**和 **COPPEL** 均不得解除在期满或终止前已经产生的仍受本协议条款约束的义务，这些协议条款施加于双方的义务日期超过期满日或终止日。

ii. **COPPEL** 不行使或延迟行使本协议或法律规定的权利或救济，不构成放弃该等权利或任何其他权利或救济，也不应造成排除或限制 **COPPEL** 进一步行使该权利或任何其他权利或救济。单独行使或部分行使该等权利或救济，不应排除或限制进一步行使该权利或其它权利或救济。

X. INDEPENDENCE OF THE PARTIES

i. **COPPEL** is a company duly registered and incorporated that manages and carries out all its legal and financial obligations autonomously, using its own resources.

ii. As a result, **COPPEL** is independent from the **VENDOR** and this AGREEMENT does not imply the incorporation of a company, joint venture, labor relationship, or agency and **COPPEL** agrees to never act nor assume commitments under any mandate, whether expressly or tacitly, in the name or on behalf of the **VENDOR**.

iii. **COPPEL** will not be responsible, under any circumstances, for the acts or omissions of the **VENDOR** including its employees, agents, consultants, etc., which may affect third parties, the tax authorities or any other authority.

十、各方独立性

i. **COPPEL** 为一家依法正式注册成立的公司，并使用自有资源，自主履行其所有应尽的法律责任和财政义务。

ii. 因此，**COPPEL** 独立于**卖方**，本协议不应视为成立了公司、合资企业、劳务关系或代理关系，**COPPEL** 同意不会在任何明示或默示的授权下，以**卖方**的名义或代表**卖方**行动或给出许诺。

iii. 在任何情况下，对于**卖方**包括其雇员、代理、顾问等的作为或不作为可能影响第三方、税务机关或任何其他当局的情况，**COPPEL** 不负有责任。

XI. ENTIRE AGREEMENT

i. No modification or amendment to this AGREEMENT shall be binding on the PARTIES, unless it be in writing and signed by both PARTIES.

ii. The illegality, invalidity or unenforceability of any provision of this AGREEMENT under the law of any jurisdiction shall not affect the legality, validity or enforceability of the other binding provisions that shall remain in full force apart from such illegal, invalid or unenforceable provisions which shall be deemed deleted.

iii. The headings of this AGREEMENT are solely for the convenience and shall not affect its interpretation.

iv. The schedules form an integral part of this AGREEMENT and will have the same force and effect as if set out in the body of this AGREEMENT and references to this AGREEMENT include the schedules.

v. The **VENDOR** consents to the written disclosure by **COPPEL** of the contents of this AGREEMENT, including those provisions setting forth the **VENDOR** compensation, to any governmental entity or person.

十一、完整协议

i. 除双方以书面形式签署确定外，本协议任何修改或修订对双方均不具有约束力。

ii. 如果本协议任何条款根据任何司法管辖区法律是非法的、无效的或不可执行的，不影响其他有约束力条款的合法性、有效性和可执行性，并且除去应视为已删除的该等非法、无效、不可执行的条款外，其余条款仍应具有完全效力。

iii. 本协议标题仅为方便而设，不影响协议的解释。

iv. 本协议附表构成协议的组成部分，具有与协议正文相同的效力及作用，并且提及本本协议时应包括其附表。

v. **卖方**同意 **COPPEL** 向任何政府实体或个人书面披露本协议内容，包括规定**卖方**赔偿的条款。

XII. ISOLATED BUSINESS RELATIONSHIP

Once this AGREEMENT is terminated, any relationship that may exist between the **VENDOR** and **COPPEL** will be considered an isolated business relationship, and as a result, will be subject to the terms and conditions established for each one.

十二、单独的业务关系

一旦本协议终止，**卖方**与 **COPPEL** 可能存在的任何关系应被视为独立的业务关系。因此，应适用针对其单独约定的条款。

XIII. TRADEMARKS

The **VENDOR** agrees not to question or otherwise challenge, either directly or indirectly, the validity of any registration or application for registration by **COPPEL** or its affiliate companies of the Trademarks of the **PRODUCTS**, whether word or design, or any of their rights therein.

十三、商标

卖方同意不直接或间接怀疑或质疑 **COPPEL** 或其关联公司产品商标注册或申请注册（无论是文字或图案）的有效性，或他们在其中拥有的权利。

XIV. ADDITIONAL TERMS AND FOREIGN CORRUPT PRACTICES ACT (FCPA)

14. 1. Foreign Public Official or Entity

In addition to other representations, warranties and covenants made by the **VENDOR** in other provisions of this AGREEMENT, the **VENDOR** does hereby represent, warrant and covenant that:

No owner, shareholder (direct or beneficial), officer, director, employee, agent, third party representative, subcontractor, contractor or other individual with any direct or indirect beneficial interest in the **VENDOR** or **VENDOR**' s payments under this AGREEMENT, or any immediate family relation of any such person (hereinafter referred collectively as INTERESTED PERSONS), is a FOREIGN PUBLIC OFFICIAL or ENTITY.

The **VENDOR** shall notify to **COPPEL** immediately if it learns at any time during the term of this AGREEMENT that:

- i. An INTERESTED PERSON becomes a FOREIGN PUBLIC OFFICIAL or ENTITY, or
- ii. A FOREIGN PUBLIC OFFICIAL or ENTITY acquires an ownership, voting, or economic interest in the **VENDOR**' s or a legal or beneficial interest in the **VENDOR** payments under this AGREEMENT.

14. 2. Interested person

The **VENDOR** acknowledges that no INTERESTED PERSON is listed in the following:

- i. Specially Designated Nationals & Blocked Persons, Office of Foreign Assets Control, U.S. Treasury Department;
- ii. Debarred Parties, Directorate of Defense Trade Controls, U.S. State Department;
- iii. Denied Persons, Bureau of Industry and Security, U.S. Department of Commerce; Entity, Bureau of Industry and Security, U.S. Department of Commerce; or
- iv. Unverified, Bureau of Industry and Security, U.S. Department of Commerce.

The **VENDOR** shall notify to **COPPEL** immediately if, during the term of this AGREEMENT, it learns that:

- i. Any INTERESTED PERSON appears in the above lists; or

ii. Any person included in the above lists acquires a legal or beneficial interest in the **VENDOR** payments to be received under this AGREEMENT.

The **VENDOR** acknowledges and confirms its understanding of the foreign corrupt practices act (15 U.S.C. section 78 dd-1, et. seq.) as amended (hereinafter referred to as the FCPA).

14. 3. Anti-corruption Laws

The **VENDOR** shall comply with ANTI-CORRUPTION LAWS. If the **VENDOR** does not meet this requirement, this breach of the AGREEMENT would not affect in anyway or manner, nor would make the **COPPEL** or any of its subsidiaries or affiliates, be accused to have violated any ANTI-CORRUPTION LAWS.

The **VENDOR** confirms that there have been no accusations, allegations, claims, investigations, informal inquiries, indictments, prosecutions, charges, or other enforcement actions against the **VENDOR** related to bribery, corruption, money laundering, fraud, obstruction of justice, racketeering, or any other legal or ethical violation. The **VENDOR** and, to its knowledge, its employees, directors, owners, contractors, and agents have never violated any ANTI-CORRUPTION LAW or caused any other party to be in violation of any ANTI-CORRUPTION LAW.

14. 4. Payments to Public Official Entities

The **VENDOR** and its owners, directors, officers, agents, employees, and contractors will not, directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value, to a PUBLIC OFFICIAL or ENTITY for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person by:

- i. Influencing any official act, decision or omission of such PUBLIC OFFICIAL or ENTITY;
- ii. Inducing such PUBLIC OFFICIAL or ENTITY to do or omit to do any act in violation of the lawful duty of such PUBLIC OFFICIAL or ENTITY;
- iii. Securing any improper advantage; or
- iv. Inducing such PUBLIC OFFICIAL or ENTITY to affect or influence any act or decision of another PUBLIC OFFICIAL or ENTITY.

The **VENDOR** shall ensure that no part of any payment, compensation, reimbursement or fee paid by **COPPEL** to the **VENDOR** pursuant to this AGREEMENT or otherwise will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit to a PUBLIC OFFICIAL or ENTITY.

14. 5. Export Control Laws

The **VENDOR** shall not cause **COPPEL** or its affiliates or subsidiaries to be in violation of any EXPORT CONTROL LAW.

If the **VENDOR** has information or believes that there may be a violation of any ANTI-CORRUPTION LAW or EXPORT CONTROL LAW in connection with the performance of this AGREEMENT or the work performed for **COPPEL**, the **VENDOR** shall immediately notify it to **COPPEL**.

14. 6. Due diligence

The **VENDOR** has in good faith provided to **COPPEL** and/or its representatives, legal counsel, and advisors all documents and information of the character and type requested by **COPPEL** in writing in the course of its due diligence review of the **VENDOR**.

To the **VENDOR** knowledge, there are no documents or information of such character or type described in the above request that have not been provided to **COPPEL**.

The **VENDOR** shall answer in reasonable detail any questionnaire or other written or oral communications from **COPPEL** or it's outside auditors or legal counsel, to the extent it pertains to compliance with the above representations and warranties concerning ANTI-CORRUPTION LAWS and EXPORT CONTROL LAWS.

The **VENDOR** agrees that **COPPEL** has the right to reasonable access to the **VENDOR** books and records and has the right to audit the **VENDOR** on a periodic basis. The **VENDOR** shall provide to **COPPEL** and/or its

representatives and advisors all supporting documents requested by **COPPEL** pertaining to any expenses incurred, products provided, and/or services performed by the **VENDOR** and its agents pursuant to the AGREEMENT to ensure compliance with the FCPA.

The **VENDOR** understands and acknowledges that, notwithstanding any other provision contained herein, none of **COPPEL** or any of its affiliates or subsidiaries shall be obligated to reimburse any expense incurred or paid for any service performed by the **VENDOR** or any of its agents if, in **COPPEL**'s reasonable opinion the **VENDOR** has failed to provide adequate documentation or information regarding an expense or service, or an expense reimbursement or service payment would cause to **COPPEL** or any of its affiliates or subsidiaries to be in violation of the FCPA or any other applicable law.

14. 7. Subcontracting

i. Unless otherwise expressed herein, the **VENDOR** shall not utilize or employ any third party, individual or entity, including, but not limited to, customs brokers, (SUBCONTRACTOR), in connection with the **VENDOR** performance of services under this AGREEMENT, without the express prior written approval of the **COPPEL**.

ii. If **COPPEL** approves the employment or utilization of any SUBCONTRACTOR in connection with the **VENDOR** performance of services under this AGREEMENT, the **VENDOR** shall incorporate the obligations of this AGREEMENT with respect to ANTI-CORRUPTION LAWS and EXPORT CONTROL LAWS, including, but not limited to, the foregoing representations and warranties, into its respective subcontracts, agreements and purchase orders with such SUBCONTRACTOR (the SUB-CONTRACT) (a copy of which should be submitted to the **COPPEL** upon request).

十四、附加条款和反海外腐败法（FCPA）

14. 1. 外国公职人员或实体

除**卖方**在本协议其他条款中作出的其他陈述、保证及承诺，**卖方**在此陈述、保证并承诺如下：

其任何所有权人、股东（直接的或有享受利益的）、管理人员、董事、雇员、代理、第三方代表、分包商、承包商或其他与**卖方**或**卖方**于本协议项下的款项上有任何直接或间接利益关系的个人，或与上述人员具有直系亲属关系的人（以下统称为利害关系人），均不是外国公职人员或实体。

如果**卖方**在本协议有效期内了解到以下情况应通知立即 **COPPEL**：

i. 利害关系人成为外国公职人员或实体，或

ii. 外国公职人员或实体获得**卖方**的所有权、表决权，或经济利益，或者获得本协议项下**卖方**款项的法定或实益权益。

14. 2. 利害关系人

卖方承认，其没有任何利害关系人被列入下列清单：

i. 美国财政部外国资产管制办公室公布的特别指定国民及受封锁人士；

ii. 美国国务院国防贸易管制局公布的被拒贸易方；

iii. 美国商务部工业与安全局公布的被禁止人士及实体清单；或

iv. 美国商务部工业与安全局公布的未经核实清单。

如果**卖方**在本协议有效期内了解到以下情况应立即通知 **COPPEL**：

i. 任何利害关系人出现在上述清单；或者

ii. 列于上述清单的任何人获得**卖方**根据本协议应收到的款项的法定或实益权益。

卖方知悉并确认其理解反海外腐败法（15 U.S.C. section 78 dd-1, et. seq.）及其修订（以下称为 FCPA）。

14. 3. 反腐败法

卖方应遵守反腐败法律。如果卖方不遵守此要求，则这种对协议的违反不会以任何方式或在任何方面影响 COPPEL 或其附属公司或关联公司，也不会使 COPPEL 或其附属公司或关联公司受到违反任何反腐败法律的指控。

卖方确认，没有出现过针对卖方的，涉及贿赂、腐败、洗钱、欺诈、妨碍司法公正、敲诈勒索或卖方任何其他违反法律或道德的指控、主张、索赔、调查、非正式调查、起诉、控告或其他执法行动。据卖方所知，卖方、其雇员、董事、所有权人、承包商和代理从未违反任何反腐败法或致其他任何一方违反任何反腐败法。

14. 4. 向公共官方实体付款

卖方及其所有权人、董事、管理人员、代理、雇员和承包商不会直接或通过第三方间接向公职人员或实体支付、承诺或提出支付或授权支付任何金钱，或给予任何承诺或提议给予或授权给予任何有价之物，以图利用以下方式通过腐败行为为某人或与某人取得或保留业务，或将业务引向某人：

- i. 影响该等公职人员或实体的任何公务行为、决定或不作为；
- ii. 诱导该等公职人员或实体在违反他们法定职责的情况下作为或不作为；
- iii. 获得不正当利益；或者
- iv. 诱导公职人员或实体影响其他公职人员或实体的行为或决定。

卖方应确保不得使用 COPPEL 根据本协议或其它约定支付给卖方的款项、赔偿、偿付、或费用的任何部分，直接或间接用作支付公职人员或实体的腐败性付款、佣金、薪酬、贿赂、回扣或其他不当补偿。

14. 5. 出口管制法律

卖方不得使 COPPEL 或其关联公司或子公司违反任何出口管制法律。

如果卖方获悉或认为履行本协议或为 COPPEL 履行工作可能违反任何反腐败法律或出口管制法律，卖方应立即将此情况通知给 COPPEL。

14. 6. 尽职调查

在 COPPEL 对卖方执行尽职调查过程中，卖方已诚信地向 COPPEL 和/或其代表、律师和顾问提供了符合 COPPEL 书面要求的性质及类型的所有文件和信息。

就卖方所知，符合上述要求的性质及类型的文件与信息均已提供给 COPPEL。

卖方应以合理详尽的程度，回答 COPPEL 或其外部审计师或律师的任何调查问卷或其他书面或口头信函，只要这些问卷或信函涉及到遵守上述关于反腐败法律和出口管制法律的陈述和保证。

卖方同意 COPPEL 有权以合理方式浏览卖方账簿和记录，并有权定期审核卖方。卖方应向 COPPEL 和/或其代表和顾问提供 COPPEL 要求的、涉及卖方及其代理根据本协议承担的费用开支、提供的产品和/或服务的所有证明文件，以确保遵守 FCPA。

卖方理解并承认，如果 COPPEL 的合理意见认为卖方未能提供充足的文件证明开支或服务，或者偿付开支或服务付款会导致 COPPEL 或其任何附属机构或子公司违反 FCPA 或任何其他适用法律，则尽管本协议有任何其他规定，COPPEL 或其任何附属公司或子公司均无义务偿付卖方或其代理履行服务而承担或支付的开支。

14. 7. 分包

i. 除非本协议另有表述，如无 COPPEL 事先书面明确批准，卖方不得就本协议项下的卖方履行服务使用或雇用任何第三方、个人或实体，包括但不限于报关行（分包商）。

ii. 如果 **COPPEL** 批准雇佣或使用与**卖方**履行本协议项下的服务相关的任何分包商，**卖方**应将本协议在反腐败法律和出口管制法律的义务，包括但不限于上述陈述和保证，纳入与该等分包商签署的相关分包合同、协议和采购订单（分包合同）中，并在 **COPPEL** 提出要求时向其提交副本。

XV. ETHICS AND LEGAL COMPLIANCE

COPPEL must be committed to high standards of ethical conduct in all business dealings and must comply with all applicable legal requirements. **COPPEL** must demonstrate integrity in every business interaction. **COPPEL** expects from **COPPEL**' s buyers and **VENDORS** to avoid engaging in any activity that involves even the appearance of impropriety

十五、道德标准和遵守法规

COPPEL 必须在所有业务往来中遵守高标准的道德行为准则，必须遵守所有适用的法律要求。**COPPEL** 必须在所有业务活动中展现诚实公正。**COPPEL** 希望其采购商和供应商避免从事任何不当的行为，即使只是看起来不正当。

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以下无正文