

STANDARD TERMS AND CONDITIONS OF PURCHASE FOR GOODS

货物采购的标准条款和条件

(Effective as of January 1, 2019)

(2019 年 1 月 1 日起生效)

1. **APPLICATION:** These Standard Terms and Conditions of Purchase for Goods ("Ts & Cs") are part of and apply to the Contract (as defined herein) between BUYER and SUPPLIER for the supply of goods by SUPPLIER to BUYER, which is comprised of (i) a purchase order issued by Buyer ("Purchase Order"), (ii) a separate written agreement or contract between BUYER and SUPPLIER, and/or (iii) these Ts & Cs (collectively, the "Contract"). In the event of any conflict or inconsistency among the terms and conditions in the Contract, such conflict or inconsistency shall be resolved by giving precedence to the terms in the separate agreement or contract, the Purchase Order and the terms set forth herein, in such order. Otherwise, the Contract shall apply to the supply of goods by SUPPLIER.

适用：本货物采购的标准条款和条件（“条款”）是买方和供应商之间有关供应商向买方供应货物的合同（如本文所定义）的一部分并对其进行适用，合同由以下内容组成（i）买方发出的采购订单（“采购订单”）；（ii）买方与供应商之间单独的书面协议或合同，和/或（iii）条款（合称为“合同”）。如果合同中的条款和条件存有任何冲突或不一致，则应按以下顺序解决此类冲突或不一致：优先适用单独的协议或合同、其次为采购订单、再次为本文中规定的条款。否则，合同应适用于供应商供应的货物。

2. **PRICES; TERMS OF PAYMENT:** The terms and conditions of the Contract apply to goods supplied under the Contract. BUYER shall have no obligation to honor invoices for goods at any increased price unless such increase shall have been confirmed in writing by BUYER to SUPPLIER. No charges or surcharges of any kind not stated in the Contract will be allowed unless specifically agreed to in advance by BUYER in writing. Damage to any goods because of packaging which fails to protect such goods will be charged to SUPPLIER. All payments are made conditional upon acceptance by BUYER of the goods called for under the Contract and shall be subject to adjustment for failure of SUPPLIER to meet the requirements of the Contract. If the supply of goods by SUPPLIER to BUYER under the Contract also includes the provision of services by SUPPLIER to BUYER, The Lubrizol Corporation's Standard Terms and Conditions of Purchase for Services in effect for the region in which BUYER is located, which are located at www.lubrizol.com/supplier-terms, will apply to the provision of such services to the extent not inconsistent with the terms of the Contract.

价格；支付条款：合同的条款和条件适用于合同项下的货物供应。买方无义务接受任何加价的货物发票，除非买方已通过书面形式向供应商确认该等加价。除非买方事先以书面形式特别同意，合同中不允许有未列明的任何收费或额外费用。因包装未能保护货物而致使该等货物受损的损失由供应商承担。所有付款均以买方接受合同项下的货物为前提条件，当供应商未能符合合同要求时，该等付款应作调整。如果供应商在合同项下向买方供应货物还包括供应商向买方提供服务的，则路博润公司在买方所在地生效的服务采购的标准条款和条件（详见 www.lubrizol.com/supplier-terms）将在不违反合同条款的范围内适用于此类服务的提供。

3. **COMPETITIVE PRICE ADJUSTMENTS:** If BUYER is offered goods of similar quality and like quantity at a price lower than that in effect under the Contract, upon satisfactory proof thereof and with fifteen (15) days prior written notice, SUPPLIER will either: (a) meet such lower price; or (b) release BUYER to purchase such quantities of goods as needed for that period during which SUPPLIER's price is not lower.

具有竞争力的价格调整：如果买方获得了一个有关类似质量和数量的货物但低于合同项下生效价格的报价，在买方提供令人满意的证明，且提前十五（15）天书面通知供应商后，供应商将：（a）满足该等更低的价格；或（b）免除买方在供应商的价格没有更低的期间内向供应商购买此等所需数量的货物。

4. **DELIVERY:** The terms of delivery are stated in the Contract. The obligation of SUPPLIER to meet the delivery dates and specifications and quantities of the goods, as set forth in the Contract, is the essence of the Contract. Deliveries are to be made both in the quantities and at the times specified in the Contract, or if no such quantities or times are specified, pursuant to BUYER's written instruction. Shipments in greater or lesser quantity than ordered may be returned at SUPPLIER's expense, unless written authorization is issued by BUYER. If SUPPLIER's deliveries fail to meet any Buyer approved schedule, BUYER, without limiting its other rights or remedies, may either direct expedited routing and charge excess cost incurred thereby to SUPPLIER or cancel all or part of the order in accordance with the default provisions in the Contract. Goods which are delivered in advance of any Buyer approved schedule are delivered at the risk of SUPPLIER and may, at BUYER's option, be returned at SUPPLIER's expense for proper delivery and/or have payment therefor withheld by BUYER until the date that the goods are actually scheduled for delivery. SUPPLIER will comply with BUYER's billing and routing instructions, and SUPPLIER shall pay any redelivery or rerouting expense incurred by BUYER as a result of improperly marked or improperly routed goods.

交货：交货条款规定于合同中。供应商按照合同规定的交货日期、规格和数量履行交货义务是本合同的核心内容。货物应按照合同所规定的数量和时间交付，或如未规定该等交付数量或时间，则应按照买方的书面指示交付。如运输货物的数量多于或少于订购数量，买方可退货，而相关费用由供应商承担，但买方书面授权除外。如供应商未能按照买方批准的时间表如期交货，买方可指定加急路线并向供应商收取由此产生的额外费用，或按照合同项下的违约条款撤消全部或部分订单，而该等救济措施并不限制买方的其它权利或救济。早于买方批准的日期交付货物的风险由供应商承担，并且买方有权选择退回供应商的货物，由卖方承担费用直至正确地交付和/或扣留货款直至货物在正确的发货日交付。供应商将遵守买方的开票和路线指示，且供应商应支付因其不适当标记或不适当规划路线而使买方负担的任何重新交付或重新规划路线的费用。

5. EXCUSABLE DELAY FOR NONPERFORMANCE: BUYER may delay delivery and/or acceptance for causes or events beyond BUYER's reasonable control. SUPPLIER shall hold such goods at the direction of BUYER and shall deliver them when BUYER notifies SUPPLIER that the cause or event affecting the delay has been removed. BUYER shall be responsible only for SUPPLIER's direct additional costs resulting from holding goods or delaying performance of the Contract at BUYER's request. In the event that causes or events beyond SUPPLIER's reasonable control and without its fault or negligence prevent SUPPLIER from performing its obligations under the Contract, such obligations shall be temporarily suspended, subject to the conditions that time is the essence of the Contract and should SUPPLIER fail to comply with BUYER's delivery schedule, or otherwise fail to comply with its obligations under the Contract, BUYER may, while such excusable delay is pending, obtain alternative supply of goods from another supplier or terminate the Contract without liability under the Contract. If SUPPLIER provides BUYER a rebate for purchases of goods supplied in excess of threshold volumes, any volumes of alternative product purchased by BUYER pursuant to the foregoing sentence shall be applicable to determining whether such threshold volume has been met by BUYER. If SUPPLIER is unable for any reason to supply the agreed upon quantity of goods, SUPPLIER must distribute its available supply to BUYER on a percentage basis that is no less favorable than is provided to any other buyer or internal user of SUPPLIER's goods. If the failure to perform is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both the SUPPLIER and the subcontractor and without the fault or negligence of either of them, SUPPLIER shall not be liable for any delay or failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit SUPPLIER to meet the required delivery schedule.

可免责的迟延履行：因超出买方合理控制的原因或事件，买方可要求迟延交货和/或接受货物。供应商应在买方的指示下持有货物，并应在买方通知供应商造成迟延的原因或事件消除后交付货物。买方仅对供应商应买方要求而持有货物或迟延履行合同所承担的直接额外费用负责。如因超出供应商合理控制且非其过错或疏忽所致的原因或事件阻碍供应商履行其在合同项下的义务，供应商可暂时中止履行交货义务，但是应本着时间是最重要的这一原则进行，如果供应商未能遵守买方的交付时间表或未能遵守其在合同项下的义务，尽管此等可免责的延迟仍悬而未决，买方可从其它供应商处获得替代供货，或终止本合同而不承担合同项下责任。如供应商对买方购买超过规定数量的产品向买方提供折扣，买方按照上文规定采购替代产品的任何数量应适用于判断买方是否满足上述规定数量要求。如供应商因任何原因无法供应约定数量的货物，供应商必须将其可供应的货物依照一定的比例向买方供货，该比例的优惠力度应不得低于其向任何其他买方或内部用户供应的比例的优惠度。如因分包商违约而未能履行合同，且该等违约是因超出供应商及分包商控制能力的、且非供应商和分包商任何一方的过错或疏忽所致，则供应商不必为任何迟延履行或不履行承担责任，但供应商有充足时间能从其它来源处获得分包商将要提供的货物或服务从而满足规定交货时间表的情形除外。

6. INSPECTION: All goods provided under the Contract shall be subject to inspection and testing at the point of destination, notwithstanding prior payment therefor by the BUYER. If, in BUYER's judgment, any of the goods are defective or otherwise not in conformity with the requirements of the Contract, BUYER, in additions to its other rights, may: (i) reject the same for full credit; (ii) retain the same and remedy any defects or nonconformity at SUPPLIER's expense; or (iii) require prompt correction or replacement of the same by SUPPLIER or BUYER's designee at SUPPLIER's expense. Any goods rejected by BUYER shall be at SUPPLIER's risk and expense and shall not thereafter be tendered by SUPPLIER for acceptance without BUYER's written consent. The packing, handling and transportation costs, charges and expenses incident to BUYER's exercise of its rights under the Contract will be charged to SUPPLIER's account. Nothing herein shall release SUPPLIER from the obligation to make full and adequate testing and inspection of goods sold to BUYER under the Contract.

检验：尽管买方预付货款，合同项下提供的所有货物均应在目的地接受检验和测试。如根据买方判断，任何货物存在缺陷或其它不符合合同要求之处，买方（除行使其其它权利外）可：(i)拒收货物并要求退款；(ii)保留该等货物并补救任何缺陷或不符，补救费用由供应商承担；或(iii)要求由供应商或买方的委托人迅速修复或替换该等货物，费用由供应商承担。任何买方拒收的货物的风险和费用应由供应商承担，且之后未经买方书面同意，供应商不得再提交该等货物供买方接受。因买方行使合同项下权利而伴随产生的包装、处置和运输的成本、花费和费用将向供应商收取。合同项下任何条款均不免除供应商对合同项下售予买方的货物进行完整及充分的测试和检验的义务。

7. WARRANTY: SUPPLIER expressly warrants that all goods ordered or provided under the Contract will conform in all respects to the specifications, drawings, samples and other descriptions upon which the Contract is based and will be merchantable and free from

any defects in material, design or workmanship. If the Contract includes or the BUYER has furnished performance requirements for the goods purchased under the Contract, SUPPLIER further warrants that such goods shall be fit and sufficient for the purposes for which BUYER intends them. SUPPLIER also warrants that the goods provided for under the Contract shall be free and clear of any lien or other adverse claim against title. In addition to any other remedies BUYER may have, BUYER may reject goods not conforming to the foregoing warranties, whether or not such goods shall have been previously accepted by BUYER or any prior payments shall have been made thereon. SUPPLIER further warrants that no law, rule, regulation, ordinance or executive order of the United States, a state or local government, or any other government or any other governmental agency has been violated in the manufacture, transportation, delivery or sale of the goods covered by the Contract. SUPPLIER agrees that the foregoing warranties shall survive delivery, acceptance, inspection, test, use of and payment for, the goods and materials provided under the Contract and shall inure to the benefit of BUYER and its customers.

保证：供应商明示保证，合同项下订购或提供的所有货物在所有方面均符合合同所依据的规格、图纸、样品和其它描述，是适于销售的，且在材料、设计或工艺方面不存在缺陷。如合同包括或买方已就合同项下采购的货物提出了履约要求，供应商进一步保证，该等货物应适合的且并足以实现买方意图的目的。供应商同时保证，本合同项下所提供的货物不存在任何留置权或其它对所有权利不利的诉求。除享有其它救济方式外，买方可拒收不符合上述保证的货物，无论该等货物是否应在之前已由买方接受或买方是否已事先支付货款。供应商进一步保证，生产、运输、交付或销售合同项下的货物没有违反美国（包括国家及地方政府）或任何其它政府或政府机构的任何法律、规定、法规、法令或行政命令。供应商同意，上述保证应在合同项下提供的货物和材料的交付、接受、检验、测试和使用以及为该等货物和材料付款完成后仍继续有效，并应完全符合买方和其客户的利益。

8. CHANGES IN MANUFACTURING; STRATEGIC INVENTORY: SUPPLIER acknowledges that any change to the components or composition of the goods, in whole or in part, including, without limitation by contamination, changing the concentrations of existing constituents or different raw materials, can have serious consequences for BUYER and/or its processes. In order to minimize the effects of such changes, SUPPLIER will notify BUYER of all changes to its manufacturing process that will, or may, cause a change in the goods. BUYER may either accept such goods, have the option to terminate the Contract, in whole or in part, or require SUPPLIER to supply the current Goods under the Contract until its expiration. SUPPLIER shall at all times maintain a minimum inventory of each of the goods covered by the Contract equal to three (3) months of BUYER'S average quarterly purchase over the preceding twelve (12) months.

生产变化; 战略库存：供应商确认，货物的组成部分或成分的全部或部分的变化，包括但不限于由污染、改变现有成分的程度或不同原材料引起的，都会对买方和/或其生产过程产生严重后果。为了尽量减少此类变化的影响，供应商应通知买方其生产过程中的所有将发生或可能对货物造成变化的变化。买方可以选择接受此类货物，也可以选择全部或部分终止合同，或要求供应商根据合同供应当前货物，直至合同到期为止。供应商应始终保持本合同项下的每种货物的库存不低于买方在前十二（12）个月内平均每季度购买的三（3）个月的总量。

9. DISCONTINUED GOODS: If SUPPLIER discontinues production or supply of any goods sold under the Contract, SUPPLIER shall first be obligated to supply the quantities required under the Contract. In addition, during the term of the Contract, if SUPPLIER decides to discontinue production, SUPPLIER shall be obligated to provide at least six (6) months' notice to BUYER. BUYER may request SUPPLIER, and SUPPLIER shall be obligated, to supply up to an additional six (6) months of quantities of goods, in addition to those quantities covered by the Contract.

停产货物：如果供应商停止生产或供应合同项下出售的任何货物，供应商首先有义务向买方供应合同项下规定的数量。此外，在合同有效期内，如果供应商决定停止生产，供应商有义务提前至少六（6）个月通知买方。除合同规定的数量外，买方可以要求供应商且供应商也有义务供应额外六（6）个月的货物数量。

10. PATENTS: SUPPLIER warrants that the goods covered by the Contract and their sale or use alone, or in combination according to SUPPLIER's specifications or recommendations, if any, will not infringe any United States or foreign patent, copyright, mask work or trademark. SUPPLIER further warrants that the goods specified herein and their sale or use alone, or in combination according to SUPPLIER's specifications or recommendations, will not infringe the trade secret of any person or entity. In case the goods constitute patent, copyright or trademark infringement, or violate an unfair competition right and their use is enjoined, BUYER may, at its sole option, pursue any remedy or remedies available at law or in equity, including, without limitation, requiring SUPPLIER to either procure for BUYER the right to continue using such goods, modify them so they become non-infringing or remove them and refund the total purchase price thereof.

专利：供应商保证，合同项下规定的货物及其按照供应商规格或推荐（如有）单独或组合的销售或使用不侵犯任何美国或外国专利、版权、集成电路布图设计或商标。供应商进一步保证，本合同项下规定的货物及其按照供应商规格或推荐单独或组合的销售或使用不侵犯任何个人或实体的商业秘密。如货物构成专利、版权或商标侵权，或构成不正当竞争，且其使用权已

被禁止，买方可（由其自主选择）寻求任何普通法或衡平法项下的救济（一种或多种），包括但不限于要求供应商为买方获取继续使用该等货物的权利，或修改该等货物使其不再侵权，或撤回货物并返还全部采购价款。

11. PATENT LICENSE: SUPPLIER, as part consideration for the Contract and without further cost to BUYER, hereby grants to BUYER an irrevocable, non-exclusive, royalty-free right and license to use, sell, manufacture and cause to be manufactured products embodying any and all inventions and discoveries made, conceived or actually reduced to practice in connection with SUPPLIER's performance of the Contract, and SUPPLIER hereby grants to BUYER a license to repair, rebuild, or relocate and have repaired, rebuilt or relocated the goods purchased by BUYER under the Contract. SUPPLIER further grants according to the terms of the Contract a royalty free license to use any software with the goods specified herein, or if the good is itself software. Moreover, BUYER shall have the right at any time after the execution of the Contract to require that SUPPLIER escrow a copy of any and all software sold under the Contract.

专利许可：作为合同对价的一部分并不再向买方收取任何费用，供应商特此授予买方不可撤销的、非排他性的、免许可费的专利和许可，允许买方使用、销售、生产及促使生产包含任何及所有供应商因履行合同而产生、构思或实际实施的发明和发现的产品的权利，以及修理、重建或搬移和促使修理、重建或搬移买方在合同项下采购的货物的许可。供应商依照合同条款进一步授予允许买方使用合同项下规定货物所附带的任何软件或软件（如货物本身为软件）的免许可费的许可。此外，买方应在合同签署后的任何时间要求供应商在第三方处保管一份合同项下销售的任何及所有软件的副本。

12. TAXES: SUPPLIER's prices shall be exclusive of all Federal, State or Local Sales, Use or Excise taxes levied upon, or measured by, the sale, the sales price or use of goods required in the performance of the Contract. SUPPLIER shall list separately on its invoice any such tax lawfully applicable to any such goods, and payable by BUYER, with respect to which BUYER does not furnish to SUPPLIER lawful evidence of exemption.

税收：供应商的价格不包括履行合同所需的销售、销售价格或货物使用所应征收或核算的所有联邦、国家或地方销售、使用或消费税。供应商应在其发票上分别列明依法适用于任何该等货物的、应由买方支付的、买方未能向供应商提供合法免税凭证的任何税。

13. LIENS: Subject to timely payment of undisputed invoices by BUYER, SUPPLIER shall defend, indemnify and save BUYER harmless from any mechanic's or other liens that are associated with the goods (a "Lien"). SUPPLIER's promise of defense and indemnity applies whether the documents asserting a Lien are filed before or after the delivery of the goods, or before or after final payment to SUPPLIER has been made. SUPPLIER specifically agrees to assume, upon BUYER'S demand, the defense of any action brought upon any Lien, and agrees to pay all costs and expenses arising from such defense. Within ten (10) days after receiving notice that any document claiming any Lien has been filed, SUPPLIER shall either: (a) secure the release of the Lien; or (b) furnish a bond in an amount twice the amount claimed in connection with the Lien with such sureties as shall be reasonably satisfactory to BUYER for the purpose of discharging the Lien.

留置权：如果买方及时支付了无争议的发票，供应商应保护、赔偿、并使买方免受因工匠留置权或与货物有关的其他留置权（“留置权”）产生的损害。无论主张留置权的文件是在货物交付之前或之后，或在向供应商支付最终款项之前或之后被提交了，供应商对买方的保护和赔偿承诺均适用。根据买方的要求，供应商明确同意为针对留置权提起的任何行动进行抗辩，并同意支付因此类抗辩而产生的所有费用和开支。在收到任何主张留置权的文件已被提交的通知后十（10）天内，供应商应：（a）确保解除留置权；或（b）提供一笔保证金，金额是与留置权有关的索赔额的两倍，该担保应使买方合理满意，以实现解除留置权的目的。

14. INDEMNIFICATION: SUPPLIER SHALL DEFEND AND INDEMNIFY BUYER FROM AND AGAINST ALL DAMAGES, LIABILITIES, CLAIMS, LOSSES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING OUT OF, OR IN ANY WAY RELATED TO: (I) THE CONTRACT OR PERFORMANCE THEREUNDER; (II) ANY DEFECT IN THE GOODS ; (III) THE BREACH OF ANY OBLIGATION OR WARRANTY UNDER THE CONTRACT; (IV) ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, MASK WORK, TRADE SECRET, OR ANY UNFAIR COMPETITION RIGHT, IN THE GOODS PURCHASED UNDER THE CONTRACT; (V) ANY ACT OR OMISSION OF SUPPLIER, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS; OR (VI) THE DELIVERY, CONDITION, USE OR OPERATION OF THE GOODS, WHETHER SUCH GOODS ARE IN THE SAME MODE AS WHEN DELIVERED UNDER THE CONTRACT OR WHETHER THEY HAVE BEEN USED IN THE MANUFACTURE OF, AND BECOME PART OF, EQUIPMENT, MACHINERY OR GOODS SOLD BY BUYER TO THIRD PARTIES AND SUPPLIER AGREES TO, AND WILL ASSUME ON BEHALF OF BUYER, UPON ITS DEMAND (WITHOUT REGARD TO THE REAL OR APPARENT MERITS OF SAID ACTION), THE DEFENSE OF ANY COURT OR AGENCY ACTION WHICH MAY BE BROUGHT AGAINST BUYER.

赔偿：对于因下列情形产生或与之相关的所有损害、责任、索赔、损失、判决、和解及费用（包括但不限于律师费），供应商应为买方辩护，并向其提供赔偿：(i)合同或合同的履行；(ii)货物的任何缺陷；(iii)违反合同项下任何义务或保证；(iv)合同项下采购的货物存在任何实际或宣称的侵犯任何专利、商标、版权、集成电路布图设计、商业秘密或构成不正当竞争的情形；

(v) 供应商或其代理人、雇员或分包商的任何作为或不作为；或(vi) 合同项下采购的货物的交付、状况、使用或操作，无论该等货物是否处于与交付时相同的模式，也无论该等货物是否已被用于生产并成为买方向第三方出售的设备、机械或货物的一部分，且供应商将应买方要求而代表买方对任何可能针对买方做出的法院诉讼或行政行为（无论该等行为真实或表面的法律依据如何）进行辩护。

15. LIMITATIONS OF BUYER'S LIABILITY; STATUTE OF LIMITATIONS: IN NO EVENT SHALL BUYER BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. BUYER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE CONTRACT, OR FROM THE PERFORMANCE OR BREACH HEREOF, SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR UNIT THEREOF WHICH GIVE RISE TO THE CLAIM. BUYER SHALL NOT BE LIABLE FOR PENALTIES OF ANY DESCRIPTION. ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF BUYER AS TO THE GOODS DELIVERED UNDER THE CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

买方的责任限制；诉讼时效；在任何情形下，买方均不承担预期利润或间接或后果型损失。对于因合同或履行或违反合同而产生的或与之相关的或由其导致的任何损失或损害所产生的任何性质的任何权利主张，买方的责任不应超过产生该等权利主张的相关货物或该等货物的价格。买方不应承担任何类型的罚金。任何因买方违反与所交付货物有关的义务而导致的诉讼必须在诉讼事由产生日起一(1)年内提起。

16. INSURANCE: SUPPLIER shall maintain insurance of the following types and amounts, all of which shall apply to claims for damages arising out of the Contract, and which shall be issued by insurance companies having an A.M. Best financial strength rating of A-/VIII or better.

保险：供应商应购买以下类型和金额的保险，所有这些保险均适用于合同产生的损害索赔，并且这些保险均应由具有 A.M. Best 财务实力评级为 A- / VIII 或更高的保险公司签发。

A. Workers' Compensation Insurance in compliance with all requirements of the laws of the State where the goods are manufactured and Employer's Liability Insurance providing coverage for death, bodily injury, sickness and disease, with limits of not less than \$1,000,000 per occurrence.

工人赔偿保险应符合货物制造所在国法律的所有要求，雇主责任保险覆盖死亡、人身伤害、疾病，每次发生的限额不低于 1,000,000 美元

B. General Liability Insurance providing coverage for death, bodily injury, property damage, contractual liability and products liability and completed operations, with limits of not less than \$5,000,000 per occurrence.

一般责任保险覆盖死亡、人身伤害、财产损失、合同责任和产品质量责任以及完工业务责任，每次发生的限额不低于 5,000,000 美元。

C. Excess/Umbrella Liability Insurance in such amounts as may be set forth in other parts of the Contract.

超额/伞式责任保险，其金额可以在合同的其他部分中规定。

D. No policy of insurance required by the Contract shall contain a deductible or self-insured retention in excess of \$100,000. All deductibles and self-insured retentions carried by SUPPLIER under its insurance program are the sole responsibility of SUPPLIER and shall not be borne in any way by BUYER.

合同规定的任何保险不得包含超过 100,000 美元的免赔额或自我保险留存额。供应商根据其保险单承担的所有免赔额和自我保险留存额，供应商为唯一的责任人，不得以任何方式由买方承担。

E. To the fullest extent permitted by law, BUYER shall be made an additional insured on each policy of insurance required above up to the full limits of coverage provided by each policy (including limits greater than the minimum limits required herein). To the fullest extent permitted by law, each policy shall include language providing that such insurance: (i) applies separately to each insured or additional insured against whom a claim is made; (ii) shall respond as primary insurance and shall not contribute with any other valid and collectible other insurance (including any deductibles or self-insured retentions) or self-insurance that may be maintained by Lubrizol; and (iii) shall not contain any cross liability exception or exclusion that would bar claims made by or against an additional insured.

在法律允许的最大范围内，买方应对上述要求的每项保险单进行额外投保，直至覆盖完毕每项保单提供的全部保险范围（包括超过此处最低限额的限制）。在法律允许的最大范围内，每项保险单应包括以下内容：（i）该保险分别适用于被提起索赔的每个被保险人或附加被保险人；（ii）该保险应作为主要保险，且不得与路博润购买的任何其他有效及可获偿的保险（包括任何免赔额或自我保险留存额）或自我保险共同使用；（iii）不得包含对任何交叉责任的免责或排除，以此来禁止由附加被保险人提出或针对附加被保险人提出的索赔。

F. SUPPLIER shall cause the insurance companies issuing the insurance described above to waive, or SUPPLIER shall waive on behalf of such insurance companies, all rights of subrogation in favor of BUYER in connection with such insurance.

供应商应使签发上述保险单的保险公司放弃，或供应商应代表此类保险公司放弃与该保险有关的代位求偿权，以有利于买方。

17. ASSIGNMENTS; DELEGATIONS: No right or obligation under the Contract, including the right to receive monies due or to become due under the Contract, shall be assigned by SUPPLIER without the prior written consent of BUYER, and any purported assignment without such consent shall be void. SUPPLIER shall not subcontract or in any other manner delegate to any other party the performance of any work under the Contract without the prior written approval of BUYER.

转让；委托：未经买方事先书面同意，供应商不得转让合同项下的任何权利或义务（包括收取合同项下到期或即将到期的付款的权利），且未获该等同意的任何声称的转让应为无效。未经买方事先书面批准，供应商不得分包或以任何其它方式委托任何其它一方履行任何合同项下的工作或提供任何合同项下的服务。

18. SUBSTITUTIONS; EXTRAS: No substitution of materials or accessories may be made without BUYER's written consent. No charges for extras will be allowed unless such extras have been ordered in writing by BUYER and the price agreed upon.

替代品；额外产品：未经买方书面同意，不得提供任何材料或附件的替代品。除非买方按照同意的价格并以书面形式订购额外产品，否则不得就该额外产品收费。

19. CONFIDENTIALITY OF INFORMATION: SUPPLIER shall keep confidential all information, drawings, specifications and data furnished by BUYER, whether such information is transmitted in written form, orally, or electronic form, where such information is transmitted by BUYER through its employees, agents, contractors or other third parties at the request of the BUYER, or prepared by SUPPLIER specifically, in connection with the Contract.

信息保密：对于买方提供的与本合同有关的所有信息、图纸、规格或数据，无论该等信息是以书面形式、口头或电子方式传输，或是通过买方雇员、代理人、承包商或应买方要求的任何其他第三方传输的，或是由供应商特别准备的，供应商应予以保密。

20. DEFAULT: In the event SUPPLIER: (i) is insolvent; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing its inability to pay debts as they mature; (iv) has a trustee or receiver appointed by any court for it or any substantial part of SUPPLIER's assets; (v) has a proceeding instituted under any provision of the Bankruptcy Code or any state insolvency law by or against it which is acquiesced in, or is not dismissed within thirty (30) days, or results in an order for relief under the Bankruptcy Code or any adjudication of insolvency; or (vi) fails, or appears to be unable, to perform any of its obligations in accordance with the terms of the Contract, including the delivery schedule set forth therein, BUYER may cancel the Contract in whole or in part and/or pursue any further remedies available at law or in equity. No waiver by BUYER of a breach by SUPPLIER of any provision of the Contract shall constitute a waiver of any other breach of such provision. All of BUYER'S right and remedies under the Contract shall be cumulative and not exclusive.

违约：在下列情况下，买方有权整体或部分地撤销本合同和/或寻求任何普通法或衡平法下的进一步救济：(i) 供应商无力偿还债务；(ii) 供应商为债权人的利益而整体转让；(iii) 供应商以书面形式承认无力偿还到期债务；(iv) 任何法院为供应商或其财产的实质性部分指定托管人或接受人；(v) 供应商启动或存在针对其启动的破产法典或任何州破产法任何条款项下的程序，而该等程序是被默示接受的，或未在三十(30)日内被驳回，或按破产法或其他破产法被裁定无力偿还债务；或(vi) 供应商未能或表现为无法按照合同的条款（包括合同项下规定的交付时间表）履行其任何义务。买方放弃追究供应商违反本合同项下任何条款的权利不应构成放弃追究其它违反该等条款行为的权利。本合同项下所有买方的权利和救济应是累积性且非排他性的。

21. CANCELLATION: In addition to any other provisions contained herein for the cancellation or termination of the Contract, BUYER may cancel the Contract, for any reason or no reason, in whole or in part, by written notice to SUPPLIER on the condition that BUYER pay to SUPPLIER the actual net cost SUPPLIER incurred in good faith prior to SUPPLIER's receipt of the cancellation notice in connection

with the Contract; provided, however, that in no event shall BUYER be liable for SUPPLIER's commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet BUYER's delivery schedule.

撤销：除合同项下任何其它撤销或解除合同的规定外，买方可以书面通知供应商的方式以任何理由或无理由地整体或部分地撤销本合同，但买方应向供应商支付供应商在收到该等撤销通知前已善意负担的与本合同有关的实际净成本费用。但在任何情形下，对于供应商超出买方所需数量或先于买方交付时间表的承诺或生产安排，买方均不承担责任。

22. LAW AND DISPUTES: The Contract (and all claims and disputes relating to or arising out of the Contract, or breach of the Contract, whether sounding in contract, tort or otherwise) will be governed by the Laws of the country of BUYER except that the conflicts of laws provisions will not apply. The parties to the Contract irrevocably consent and submit to the exclusive jurisdiction of the state courts having jurisdiction within BUYER's registered office in connection with any litigation relating to or arising out of the Contract, and the parties to the Contract expressly waive any objection as to the venue of any such courts. The rights and obligations of the parties under the Contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any provision of the Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

法律与争议：合同（以及与合同或违反合同有关或由合同或违反合同引起的所有索赔和争议，无论是基于合同、侵权还是其他理由）均受买方所在地法律管辖，但不适用冲突规范的规定。合同双方不可撤销地同意并接受位于买方营业注册地法院对涉及与合同有关或由合同引起的任何诉讼具有专属管辖权，合同双方明确表示不对任何此类法院地提出异议。合同当事人的权利和义务不受“联合国国际货物销售合同公约”的约束。如果合同的任何条款因任何原因被视为无效或不可执行，则其余条款应继续有效和可执行。如果法院认定合同的任何条款无效或不可执行，但通过限制该条款将使其变为有效且可强制执行，则该条款应视为按此限制书写、解释与执行。

23. COMPLIANCE WITH APPLICABLE LAWS: SUPPLIER agrees that in the performance of the Contract it will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes.

遵守适用法律：供应商同意，在履行合同时，它将遵守所有适用的联邦、州、县和地方法律、法令、法规和规范。

24. COMPLIANCE WITH CODE OF ETHICS: It has been and continues to be the policy of BUYER, its affiliates, and the directors, officers, employees, agents and other representatives of each (collectively, the "LZ Entities"): (i) to comply with all Laws governing their operations; and (ii) to conduct their affairs in a manner consistent with high moral and ethical standards (with (i) and (ii) collectively referred to as the "Policy"). In furtherance of the Policy, LZ Entities require SUPPLIER to observe the Policy. Accordingly, SUPPLIER agrees that in the performance the Contract it shall comply with, and shall cause its employees, contractors and agents to comply with, the Policy. If SUPPLIER or its employees, contractors or agents engage any activities contrary to the Policy, SUPPLIER shall bear all the losses, costs, damages, expenses and liabilities arising therefrom. In addition, SUPPLIER shall comply with BUYER'S Code of Ethics located on Buyer's website at www.lubrizol.com.

遵守职业道德准则：买方和其关联公司以及其各自董事、高管人员、雇员、代理人及其他代表（合称“路博润实体”）一直并继续(i)遵守管辖其经营活动的所有法律，并(ii)按较高的道德和伦理标准处理其事务（(i)和(ii)合称“政策”）。为促进政策的实施，路博润实体同样要求供应商遵守其政策。相应地，供应商同意在合同履行的过程中遵守政策，并促使其雇员、承包商和代理人也遵守政策。如果供应商或其员工、承包商或代理商从事任何违反本政策的活动，供应商应承担由此产生的所有损失、成本、损害、费用和责任。此外，供应商应遵守在买方网站 www.lubrizol.com 上公布的买方的《职业道德准则》。