

# GENERAL TERMS OF PURCHASE

## 通用采购条款

### 1. DEFINITIONS. 定义。

- 1.1. "Buyer" means the Anixter entity specified in the Order.  
“买方”指订单中列明的 Anixter 的实体。
- 1.2. "Customer" means any Buyer customer, including any end user, of the Products, Software, and/or Services.  
“客户”指产品、电子软件和/或服务的任何买方客户，包括终端用户。
- 1.3. "Intellectual Property Rights" means patents, trademarks, copyrights, database rights, design rights, registered designs, know-how, trade secrets, and all other intellectual property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each case all rights and forms of protection having equivalent and similar effect anywhere in the world.  
“知识产权”指专利权、商标、版权、数据库信息产权、设计产权、注册外观设计权、商业诀窍、商业秘密、和所有之相关的知识产权（无论是注册或非注册），以及包括正式申请或申请权利以及属于可延续或续期的相关权，并且在世界任何地方具有同等和类似效力的所有权利和保护方式。
- 1.4. "Order" means an order issued by Buyer to Seller hereunder for the purchase of Products, Software, and/or Services.  
“订单”指买方为购买产品、电子软件和/或服务所发出的订单。
- 1.5. "Products" means those products specified in the Order.  
“产品”指订单中所列明的产品。
- 1.6. "Seller" means the person, firm or company named in the Order.  
“卖方”指订单中所列出其名称的人士、商号或公司。
- 1.7. "Services" means those services described in the Order.  
“服务”指订单中所描述的服务。
- 1.8. "Software" means any computer program, operating system, interface, software-as-a-service, application or other software as specified in the Order.  
“电子软件”指订单中所列明的任何电脑程式、作业系统、介面、软件作为服务、應用程式、或其他电子软件。
- 1.9. "Special Terms" means any additional mutually agreed upon terms set forth in the Order. In the event of a conflict, the Special Terms shall prevail over these general terms of purchase.  
“特别条款”指在订单中规定的经双方协商一致的任何附加条款。订单如有任何冲突，特别条款应优先于本文通用采购条款予以适用。
- 1.10. "Terms" means these general terms of purchase and Special Terms.  
“条款”指本文通用采购条款和特别条款。

2. **TERMS.** These Terms, together with the Order, constitute an offer by Buyer to purchase Products, Software, and/or Services from Seller pursuant to the terms and conditions described herein. This offer is not an acceptance or a confirmation of any previous offer or proposal from Seller, and this offer shall be deemed to be a rejection and counteroffer with respect to any previous offer or proposal from Seller. An offer is deemed accepted "as is" by Seller upon the first of the following to occur: (i) Seller's verbal or written acceptance of the Order; (ii) any performance by Seller pursuant to the Order; or (iii) the passage of two (2) business days after Seller's receipt of the Order without written notice to Buyer that Seller explicitly does not accept the Order. Any additional or different provisions contained in or referred to in Seller's quotation, order acceptance or acknowledgement, correspondence or any other communication are deemed rejected by Buyer and will not modify the Order or these Terms and will not be binding on the parties unless such terms have been explicitly approved in a signed writing by both parties. These Terms supersede all prior written or oral statements between Buyer and Seller and constitutes the entire and only agreement between them relating to the Products, Software, and Services. Products, Software, or Services supplied or performed prior to an Order being placed or accepted by Seller are subject to these Terms. Notwithstanding the foregoing, in the event that Buyer and Seller are parties to a mutually executed and negotiated

agreement that governs the purchase of Products, Software or Services (the "Existing Agreement"), the terms and conditions of such Existing Agreement shall be deemed to supersede these Terms for the specific purpose set forth therein.

**条款。**本文条款以及订单构成买方对卖方采购产品、电子软件和服务的要约。买方的行为不代表买方接受或确认卖方之前所提出的要约或提议，而且将被视为拒绝和反驳卖方之前所提出的要约或提议。订单在下列事项发生（以其首先发生者为准）时视为被卖方按订单的现状接受：（i）卖方对订单的口头或书面接受；（ii）卖方对订单的任何履行；或（iii）卖方收到订单后两个工作日内未向买方发出书面通知明示告知其卖方不接受。买方拒绝任何出现在卖方的报价单、订单确认或承认书、通讯或所有之相关的沟通的添加或额外条款，而且承诺不修改订单或条款，双方也无须遵守添加或额外条款，除非另有书面协议约定。条款将取代买方与卖方之前全部的沟通（无论是书面或口头），并且构成双方为产品、电子软件和服务所达成的完整和唯一的协议。在卖方未接受或给予承诺的订单，却已供应或提供买方的产品、电子软件和服务都必须根据此条款。尽管有前述规定，如双方已另外谈妥和签署了关于采购产品、电子软件和服务的合同（简称“另外谈妥和签署的合同”），所另外谈妥和签署的合同将视为特定目的条款并且优先于本文通用采购条款予以适用。

3. **CHANGE.** Buyer shall have the right to modify, change, or cancel all or any part of an Order (including design specifications), packing, destination, delivery schedule or quantity) for any or no reason before delivery of the Products, Software, and/or Services, without any cost or liability to Buyer. If such changes cause an increase or decrease in Seller's cost of performance hereunder or in the time required for performance, an equitable adjustment shall be negotiated promptly and the Order shall be modified in a writing signed by both parties accordingly. Any claim by Seller to an adjustment in the purchase price or delivery date(s) due to such change must be asserted by Seller to Buyer in writing within two (2) business days from Buyer's issuance of such revised Order; otherwise Seller waives its right to such an adjustment. After receipt of Seller's claim for an adjustment, Buyer may cancel all or part of the Order, without liability to Seller or Buyer. The restocking fee and freight coverage constitute Seller's sole remedy for cancellation of shipped Products or Software. Notwithstanding the foregoing, if Seller is aware that the Order is for Products or Software intended for a project identified by Seller to Buyer, and the Customer identified by Seller fails to take delivery of or returns the Products or Software to Buyer, Buyer has the right to return all refused Products or Software to Seller without a restocking charge or any liability for shipping charges incurred in returning the Products or Software to Seller.

**变更。**在产品、电子软件和/或服务交付之前，买方应有权更改、修改或取消订单的全部或其任何部分或任何项目（包括但不限于设计规格（如果所提供的产品是按照买方的设计规格所专门制造的）、包装、目的地、交付日程或数量），而无需向卖方支付费用或承担责任。如果该等变更导致卖方在本协议项下的履行成本或履行所需时间有所增加或减少，则应尽快协商进行合理调整且订单应做相应的书面变更。卖方因该等变更而对采购价格或交付日期提出的任何调整请求，均须在买方发出该等修订订单后的两个工作日内由卖方以书面方式向买方提出，否则卖方放弃其对该等调整的权利。在收到卖方的调整请求后，买方可取消订单的全部或部分，而双方无需对彼此承担任何责任。补货费和运费构成卖方对取消已发货产品的唯一救济。尽管有前述规定，如果卖方知晓订单是为卖方向买方介绍的项目提供产品，而卖方介绍的客户未收货或向买方退回产品，则买方有权将所有拒收的产品退回给卖方，而不予支付补货费也不承担将产品退回卖方所产生的任何运费。

### 4. PRICE. 价格

- 4.1. Seller shall provide the Products, Software, and Services to Buyer at the prices stated in the Order, or if no price is stated in the Order lowest price currently quoted or charged at the date of the Order by Seller for the same or commercially similar products, but not higher than the price last quoted by Seller to Buyer ("Price"). Unless otherwise agreed in writing, the Price shall be:  
卖方将提供给买方的产品、电子软件和服务的价格应根据订单中所列出的，如未列出则应为卖方在订单之日为相同或具有商

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业相似性的产品所报价或收取的最低价格，但不得高于卖方向买方最近一次报价的价格（简称“价格”）。除非另有书面协议约定，价格应为：

4.1.1. exclusive of amounts in respect of any applicable value added tax (VAT) or goods and services tax (GST) (which shall be payable by Buyer at the prevailing rate, subject to receipt of a valid VAT or GST invoice detailing such amounts); and

不含任何适用的增值税（VAT）或商品和服务税（GST）（该等税收应由买方在收到有效增值税或商品和服务税的相关账单后按照届时有效的税率支付），且

4.1.2. a fixed Price inclusive of all charges for disposable packing, costs associated with returnable packing and/or containers, carriage, delivery, insurance, as well as all other charges. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer; and

固定价格，包含一次性包装的所有费用、与可回收包装和/或容器相关的收费、运输、交付、保险和所有其他费用。价格的任何上调（无论是基于材料、人工或运输费用的上涨或其他相关原因）在没有事先获得买方的书面同意将无效，且

4.1.3. inclusive of a bulk purchase or volume of purchase discount customarily granted by Seller.

含有卖方因买方批量购买或按采购量所提供的惯例折扣。

4.2. Notwithstanding anything to the contrary in these Terms, and without prejudice to any other right or remedy it has or may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller. Buyer may also deduct damages for breach of warranty or of any other provision of these Terms from amounts due to Seller on any invoice, whether or not such invoice relates to the transaction occasioning the breach.

尽管有前述规定，且在不局限买方在法律所持有的权利或应获得的补偿的情况下，买方保留权利在任何时候将卖方应付的任何款项（无论是否在订单中）用于抵销任何价格款项。买方可从应向卖方支付的任何账单款项中扣除违反保证条款或违反本文条款中任何其他规定的损害赔偿，无论该等账单是否与发生前述违反事项的交易有关。

4.3. Where off-loading is required, the Price shall include Seller providing any special equipment to ensure delivery as instructed in the Order.

如需卸货，价格应包含卖方提供任何特殊设备以确保交付至订单上注明场地的费用。

5. **PAYMENT.** Unless otherwise specified in the Order, and except for any amounts disputed by Buyer, Buyer shall pay all invoiced amounts due to Seller within 90 days of: (i) Buyer's receipt of the Products and/or Software and/or completion of the Services consistent with the Order; and (ii) Seller's complete and correct invoice. Buyer shall have the right to withhold payment of disputed amounts pending receipt of substantiating evidence, in such form and detail as Buyer may reasonably direct (including original proof of Product, Software, and/or Services delivery on direct shipments to Customer, and manufacturing and/or testing certifications for any shipments). Neither payment of invoices nor receipt of Products, Software, and/or Services will be deemed acceptance of the Product, Software, and/or Services. Notwithstanding anything to the contrary, Seller shall continue performing its obligations under these Terms during any such dispute.

付款。除非订单中另有规定，以及除非买方有任何争议的金额，买方应在下列事件后 90 天内按卖方开具的账单付款：（i）买方收到产品和/或电子软件和/或卖方按订单完成服务；以及（ii）买方收到卖方发出的完整且准确的账单之日。在卖方提供产品、电子软件和/或服务直接运至客户（如适用）的原始交付证明和（经买方要求）任何发货产品的生产和/或测试证书之前，买方有权暂不支付。买方无论按账单付款或接收产品、电子软件和/或服务均不视为已接受产品、电子软件和/或服务符合订单。尽管有任何相反的规定，在双方有任何争议的期间，卖方应继续履行本条款下的义务。

6. **DRAWINGS. INSPECTION. RECALL.** 图纸。检验。召回

6.1. Seller is fully responsible for the accuracy and completeness of all instructions, data, specifications, documentation, drawings and information provided with the Products, Software, and Services.

卖方应就产品、电子软件和服务所有指示、数据、规格、文件、图纸和信息的准确性和完整性承担一切责任。

6.2. All Products, Software, and Services ordered will be subject to inspection and acceptance by Buyer and Customer on or after the delivery date notwithstanding that title may have passed to Buyer or Customer, that Buyer or Customer may have made a prior payment, or that Buyer or Customer may have performed some type of source inspection. Buyer, at its sole option, may inspect all or a sample of the Products, Software, and Services, and may reject all or any portion of the Products, Software, and Services if it determines they are nonconforming or defective. If Buyer rejects any portion of the Products, Software, or Services, Buyer has the right, effective upon written notice to Seller, to reject the Products, Software, or Services and require replacement of the rejected items or services. If Buyer requires replacement of the Products, Software or Services, Seller shall, at its expense, promptly replace the nonconforming Products, Software, or Services and pay for all related expenses, including transportation charges for the return of the defective goods and the delivery of replacement items. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under these Terms, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. Delivery of defective or nonconforming Products, Software and/or Services shall not be deemed to satisfy the delivery schedule required herein nor shall acceptance of any of the foregoing be deemed to alter the obligation of Seller or the rights of Buyer under these Terms. Buyer will also be entitled to inspect and test the Products during manufacture or storage and to assess progress towards meeting the delivery date. In addition, Seller shall, if requested by Buyer, give Buyer reasonable notice of all tests and Buyer shall be entitled to be represented at such tests.

尽管所有权可能已经转让给买方或客户，买方或客户可能已经提前付款，或买方或客户可能已执行某些来源检验，订购的所有产品、电子软件和服务仍将在交货日期或之后接受买方和客户的检验，并且通过该检验。买方可以单方面选择检查全部或以抽样性法检验产品、电子软件和服务，并可以在断定不合格或有缺陷后，而拒绝全部或任何部分的产品、电子软件和服务。如果买方拒绝产品、电子软件或服务，则买方有权（在书面通知卖方后有效）拒绝产品、电子软件或服务，并要求更换被拒绝的物品或服务。如果买方要求更换产品、电子软件或服务，则卖方应自付费用，立即更换不合格的产品、电子软件或服务，并支付所有相关费用，包括退回有缺陷的货物和交付更换物品的运输费用。买方根据本节进行的任何检验或其他行动均不得减少或以其他方式影响卖方在本条款下的义务，并且买方有权在卖方采取补救措施后进行进一步检验。交付有缺陷或不相符的产品、电子软件和/或服务不得视为满足本协议要求的交付日程，对任何产品、电子软件和/或服务的接受也不得视为改变本文条款项下的卖方义务或买方权利。此外，买方和客户应有权在生产或存储期间对产品进行检验和测试，并有权评估进程是否能满足交付日期。如经买方要求，卖方还应向买方发出所有测试的合理通知，买方应有权出席该等测试。

6.3. Upon request by Buyer or Customer, Seller will timely provide all test reports, drawings, start up service and other engineering services. Seller shall also maintain complete and accurate records relating to: (i) certified test reports as to each Buyer Order number for a period of five (5) years from date of delivery; and (ii) records of the time spent and materials used by Seller in providing the Services for a period of five (5) years from completion of the Services. Upon Buyer's written request, Seller shall allow Buyer or its designated representative to inspect and make copies of such reports and records and interview Seller personnel in connection with the provision of the Products, Software, and/or Services.

经买方或客户要求，卖方将及时提供所有测试报告、图纸、启动服务和其他工程服务。卖方也应维持与下列相关的完整和准

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确的记录：(i) 经认证的测试记录应对应买方订单号码由卖方自交付之日起维持五(5)年期限；及(ii) 卖方提供服务所耗费的时间和所使用的材料的记录应自服务完成之日起维持五(5)年期限。经买方书面要求，卖方应允许买方或其指定代表进行检验，制定报告和记录副本并与提供产品、电子软件或服务相关的卖方人员进行访谈。

6.4. Standard Products shall be manufactured in accordance with Seller's specifications. Seller will notify Buyer in writing 90 days in advance of implementing any change to a standard Product's specifications or 120 days in advance for Product obsolescence. Furthermore, such change shall only be implemented after the notification period in the notice has lapsed. In the event of Product obsolescence, Buyer shall have the right to return such Product at Seller's expense and receive a purchase price credit. Non-standard Products are manufactured in accordance with the specifications provided in the Order or as otherwise provided by Buyer in writing. Seller acknowledges and agrees that it cannot implement any changes to non-standard Product's specifications without Buyer's prior written approval.

标准产品按照卖方的规格制造。卖方将在标准产品规格执行任何变更之前的90天前或产品停产前的120天前书面通知买方。此外，该等变更应在通知中所述的通知期届满后方可执行。在产品停产的情况下，买方应有权在卖方承担费用的前提下将该等产品退回卖方，并得到采购价格信用额度。非标准产品按照订单或买方另外书面提供的规格制造。卖方认可并同意，未经买方的事先书面批准，卖方不得对非标准产品的规格执行任何变更。

6.5. Upon written request, Seller shall timely provide Buyer: (i) monthly reports detailing orders and fulfilment status; (ii) periodic training and support for the Products, Software, and Services as well as assistance with the sale of the Products, Software, and Services to Customer free of charge; and (iii) a copy of its current business continuity plan (BCP) and disaster recovery plan (DRP) that includes at a minimum: (a) a description of the scenarios the BCP/DRP can support (e.g. loss of facilities, key people, pandemic, systems, vital records, internal/external dependencies); and (b) a description of the process to restore operations to the original site to resume full service capabilities. Seller will also be required to document operational issues and initiatives as well and include status or solutions to resolve. 经书面要求，卖方应及时向买方提供：(i) 详述订单及其履行状况的月度报告；(ii) 关于产品、电子软件和服务的定期培训和支持，以及免费协助向客户销售产品、电子软件和服务；和(iii) 卖方的业务延续性计划(BCP)和灾难恢复计划(DRP)的副本一份，其中至少应包含：(A) 关于BCP/DRP能够支持的事件的描述(例如，设备的损失、关键人员、流行病、系统、关键记录、内部/外部依赖性)；和(B) 关于使场地运营恢复如初并恢复完整服务产能的流程描述。卖方也将被要求对运营问题和措施进行记录，其中应包含解决状况或方案。

6.6. Buyer has the right to rotate stock once every calendar quarter by returning any Products in its inventory to Seller. Inventory returned under this Section must be undamaged and in a resalable condition. Seller shall bear all shipping costs relating to the rotation of Products. In addition, Buyer may, from time to time, scrap or otherwise destroy any or all of the Products upon receipt of written confirmation from Seller. The Parties will agree on a mutually acceptable method for the scrapping or destruction of such approved Products. Seller shall reimburse Buyer for all reasonable costs incurred for the scrapping or destruction of such Products. Products authorized for scrapping must be destroyed within thirty (30) days from Seller's approval. Seller reserves the right to request that Buyer provide a certificate of destruction, scrap certificate or a letter including part details and value of such Products which is signed by a director certifying that such Products were in fact destroyed.

买方有权每日历季度一次向卖方退回买方库存中的任何产品，以此进行存货周转。在本条款项下被退回该库存中的产品必须是未经损坏并可用于再次销售的状态。卖方应承担与产品的存货周转相关的所有运费。此外，买方在收到卖方的书面确认后，可不时地报废或以其他方式销毁任何或所有产品。双方将就双

方共同同意的报废或销毁此类产品的方法达成协议。卖方应偿还买方因报废或销毁此类产品而产生的所有合理费用。获准报废的产品必须在卖方批准后三十(30)天内销毁。卖方保留权利要求买方提供销毁证明，报废证明或包括此类产品零件详细信息和价值的信函，该信函由董事签署，以证明此类产品实际上已被销毁。

6.7. If any Product purchased from Seller is the subject of a recall, safety notice or other corrective action plan (collectively, "Recall"), whether initiated by Seller, Buyer, Customer, or a government entity, Seller shall be responsible for any and all costs, expenses and damages associated with the Recall ("Recall Costs"). Recall Costs include repairs, replacements, reimbursements, transportation costs, costs involved with the removal of any Products subject to a Recall, repairs associated with such Recall, return of such Products, delivery, and installation of Products that replace the Recalled Products, and all other associated costs and expenses, including all expenses, damages and losses incurred by Buyer and Customer in connection with such Recall. Seller shall immediately notify Buyer of any investigation or inquiry initiated by a government agency relating to any Recall, and take the appropriate steps to resolve the matter without exposing Buyer and Customer to any liability, damages or risk.

如果从卖方处采购的任何产品是由卖方、买方或政府部门启动的召回、安全通告或其他纠正行动计划(统称“召回事件”)的对象，则卖方应负责与召回事件有关的任何和所有费用、支出和损害赔偿(“召回费用”)。召回费用包括但不限于召回事件所涉之任何产品的维修、替换、补偿、交通费用及移除费用、与该等召回事件相关的维修、该等产品的退回、用以替代召回产品的产品的交付、安装和所有其他相关费用和支出，包括买方和客户产生的与该等召回事件相关的所有支出、损害和损失。卖方应立即向买方告知政府部门启动的与任何召回事件有关的任何调查或问询，并采取适当步骤解决该等事件而不得给买方和客户造成任何责任、损害或风险。

6.8. In the event a Customer directly provides notice to Seller of defective or nonconforming Products, Software, and/or Services or of any other issue or matter, Seller shall immediately notify Buyer of such notice, and engage Buyer on any and all discussions and actions to be taken with such Customer.

如果客户直接将将有缺陷或不合格的产品、电子软件和/或服务或任何其他问题或事项通知卖方，则卖方应立即将此通知转告买方，并征求买方对卖方与客户的任何和所有磋商内容和即将采取的行动的意见。

7. **BUYER'S PROPERTY.** All patterns, dyes, molds, tooling, plans, drawings, specifications, samples and other materials or equipment supplied by Buyer to Seller or prepared or obtained by Seller for and at the cost of Buyer shall be the property of Buyer and shall be labeled and identified accordingly. Seller shall maintain all such items in good order and working condition (fair wear and tear expected). Seller shall at its own cost return all such items to Buyer upon demand in good order and working condition. Should Seller fail to return the items, Buyer may (without prejudice to any other rights it may have) withhold payment of monies due to Seller under the Order to the value of the items until return of the items. Seller shall not use such items nor shall it permit any other person to use such items for or in connection with any purpose other than pursuant to this Order unless authorized in writing by Buyer.

**买方的财产。**由买方向卖方提供的或由买方付费并由卖方准备或获取的所有图样、染料、模具、工具、计划、图纸、规格、样品和其他材料或设备，均应是买方的财产，并应相应标记予以识别。卖方应保持所有该等物品具有良好的状态和工作状况(可有正常磨损)。经要求，卖方应自付费用向买方返还所有该等物品，返还时应具有良好的状态和工作状况。如果卖方未能返还该等物品，买方可(在不影响买方享有的任何其他权利的情况下)在其应向卖方支付的款项中暂不支付与该等物品价值相等的款项，直至该等物品的返还。除非得到买方的书面授权，否则卖方不得(也不得允许任何其他人)将该等物品用于本订单之外的任何目的。

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8. **DELIVERY.** Seller acknowledges that time is and shall remain of the essence with respect to the timely delivery of the Products, Software, and Services, including all quantities, performance dates, timetables, project milestones and other requirements in the Order. Seller's failure to meet its delivery obligations shall constitute a material breach of these Terms. Seller shall deliver the Products and Software, and/or complete the Services ordered by Buyer on or before the close of business on the delivery date specified on the applicable Order or according to the schedule thereon stated (provided that Software may be delivered electronically). If no delivery date is specified, Seller shall deliver the Products and Software, and or complete the Services within a reasonable timeframe from Seller's receipt of the Order. If Seller cannot comply with the delivery date specified in the Order, Seller shall immediately notify Buyer, but in no event, later than two business days from receipt of such Order. Buyer may then, at its sole discretion either: (i) request a new delivery date; (ii) request partial shipment of the available Products and Software; or (iii) cancel all or any part of the Order without any penalty or liability. Seller will, at no additional cost to Buyer, employ accelerated measures such as expedite fees, premium transportation costs, or overtime required to meet the specified delivery schedule. If Seller does not comply with any of its delivery obligations under this Section 8, without limiting Buyer's other rights under these Terms or applicable law, then Seller shall be responsible for any losses, claims, damages (including liquidated damages), and reasonable costs and expenses incurred by Buyer and attributable to Seller's failure to comply with its delivery obligations.
- 交付。** 卖方认可，时间对本协议项下卖方义务以及产品、电子软件和服务的按时交付（包括订单中的所有数量、履行日期、时间表、项目里程碑和其他要求）具有并持续具有关键性。如卖方未能满足任何交付日期，则应构成对本文条款的重大违约。卖方应在所适用的订单上列明的交付日期营业时间结束之前或按照订单所述的时间表交付产品、电子软件和/或服务（前提是电子软件可以电子方式交付）。如未列明具体交付日期，则卖方应在收到订单后的合理时间内交付产品和电子软件。如果卖方未能遵守订单上列明的交付日期，则卖方应立即（在任何情况下不得晚于收到该等订单后的两个工作日）通知买方，此时买方可自行决定：（i）要求新的交付日期；（ii）要求将可提供的产品和电子软件部分发货；或（iii）取消订单的全部或任何部分而不承担任何赔偿或责任。在买方不承担任何额外费用的情况下，卖方将采取所需的加快措施，例如支付加快费、优先运输费或加班加点，以满足所要求的交付日程或使交付延迟最小化。如果卖方未能按照订单规定在交付日期或完成日期之前交付产品和电子软件或完成服务，则（a）因卖方未能在交付日期前交付产品和电子软件或提供服务而导致买方产生的任何损失、索赔、损害（包括但不限于约定违约金）及合理的费用和支出，均应由卖方负责，且（b）买方可寻求其在订单项下所享有的衡平法或法律上的任何其他救济。
9. **PACKING.** Products shall be properly and securely packed in accordance with the packing instructions specified in the Order or, if none are specified, the industry standard. Unless otherwise agreed by Buyer in writing, Seller will provide all cases and packing material free of charge. Without prejudice to Buyer's right of rejection and/or cancellation, damage to Products not properly or securely packed will be charged to Seller.
- 包装。** 产品应按照订单中列明的包装指示（如未列明，则按照行业标准）进行适当和安全的包装。除非买方另有书面同意，否则卖方将免费提供所有箱盒及包装材料。在不影响买方的拒绝权和/或取消权的前提下，未能适当和安全包装的产品的损害赔偿由卖方承担。
10. **SHIPMENT. 运输**
- 10.1. Unless otherwise stated on the Order, all Product shipments shall be FOB destination. Where specific written preauthorization is granted to ship Products FOB Shipping Point, Seller agrees to prepay all shipping charges, comply with Buyer's Routing Guide, published on [www.anixter.com/routingguide](http://www.anixter.com/routingguide), and bill Buyer as a separate item on the invoice for said charges at cost, if routing instructions are not

included on the Order. Non-compliance may result in additional freight costs and service fees at Seller's expense. Each invoice for shipping charges shall contain the original or a copy of the shipping bill indicating that the payment for shipping has been paid. Buyer reserves the right to refuse COD Shipments. Seller shall suitably pack or otherwise prepare the Products for shipment so as to secure the lowest transportation rates and to meet the carrier's requirements. No charges will be allowed for such packing or preparation unless otherwise stated on the Order.

除非订单中另有描述，所有产品的运输均应为FOB目的地交货。如获取以FOB发货点交货的方式运输产品的特别预授权，在订单中未含路线指示的情况下，卖方同意预付所有运费，遵守买方在[www.anixter.com/routingguide](http://www.anixter.com/routingguide)上发布的路线指南，并在给买方的账单中将上述费用作为一项单独费用列出。未能遵守的，任何额外的运费和服务费均由卖方支付。每份运费账单均应包含一份注明运费已付的运单原件或副本。双方同意，买方保留权利拒绝货到付款（COD）运输。卖方应适当包装或以其它方式准备产品后发货，以确保适用最低的运输费用并满足承运方的要求。除非订单中另有约定，否则不得收取任何该等包装或准备费用。

- 10.2. Title to the Products under any individual Order passes to Buyer upon the earliest to occur of: (a) payment of the Price for the Products; or (b) delivery of the Products to Buyer at the "Ship-To" location indicated by Buyer on the Order. Risk of loss passes to Buyer upon receipt and acceptance by Buyer at the "Ship-To" location indicated by Buyer on the Order, and Seller will bear all risk of loss or damage regarding the Products until Buyer's receipt and acceptance of such Products in accordance with the terms hereof.

产品的所有权在付款时或在订单中由买方注明的“运至”地点交付时（以其较早者为准）转移给买方。损失的风险在订单中由买方指定的“运至”地点交付时转移给买方，则直至买方按本条款接收该产品，卖方需承担就产品损失或毁坏的风险。

11. **SOFTWARE LICENSE.** Seller grants to Buyer a worldwide, non-exclusive, fully paid up license under the Order to download, access, promote, market, resell and use the Software as contemplated herein.
- 软件许可。** 在订单项下，卖方向买方授予了全球性的、非排他的、已缴足的全额费用的许可证，以按本条款的方式下载、存取、促销、营销，转售和使用电子软件。
12. **SERVICE LEVELS AND CREDIT.** If Seller is providing Services, including Software as a Service, and the parties have agreed to a service level agreement, the service level agreement published at [www.anixter.com/supplierterms](http://www.anixter.com/supplierterms) shall apply to such Services unless the parties have explicitly agreed to a different service level agreement attached to the SOW or Order.
- 服务水平和信用。** 如果卖方提供服务（包括软件作为服务），并且双方已同意服务水平协议，则在[www.anixter.com/supplierterms](http://www.anixter.com/supplierterms)上发布的服务水平协议应适用于此类服务，除非双方明确同意不同的SOW或订单所附的服务水平协议。

13. **DATA SECURITY. 数据安全**

- 13.1. **User Data.** "User Data" means any information provided or made available by Buyer or Customers under or in connection with these Terms that identifies or discloses the name, identity, password, or other identifying information or characteristic of an individual. Seller shall not collect, track, maintain, use or reproduce any User Data except to the extent necessary to perform its obligations under these Terms and shall not distribute or make available to any person or entity, including its third party service providers, any User Data for any purpose without Buyer's and/or Customer's prior written consent. Except as otherwise provided herein, Seller shall have no right, title, or interest in or to the User Data.

**用户数据。**“用户数据”是指买方或客户根据本通用采购条款提供的或与之相关的，识别或透露个人的名称，身份，密码或个人的其他识别信息或特征信息。 卖方不得收集，跟踪，



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维护，使用或复制任何用户数据，除非在履行本条款下的义务所必需的范围内，并且未经买方和/或客户事先书面同意不得为任何目的将任何用户数据分发或提供给任何人或实体，包括其第三方服务提供商。除本文另有规定外，卖方对用户数据无任何权利，所有权或利益。

13.2. Security Measures. Seller shall maintain a formal security program in accordance with industry standards that is designed to: (i) ensure the security and integrity of User Data; (ii) protect against threats or hazards to the security or integrity of User Data; and (iii) prevent unauthorized access to User Data. Seller shall immediately notify Buyer of any failure of such security measures, practices, and procedures to accomplish the foregoing protection or regarding any security breach related to User Data, and shall promptly provide Buyer and Customer, as applicable, with full and detailed written information regarding such failure or breach and fully cooperate with and assist Buyer and Customer, as applicable, in any efforts to address or otherwise respond to such failure or breach.

安防措施。卖方应根据行业标准维护正式的安全程序，该程序旨在：(i) 确保用户数据的安全性和完整性；(ii) 防止对用户数据的安全性或完整性造成威胁或危害；及(iii) 防止未经授权存取用户数据。卖方应立即通知买方任何未能实现上述保护的安防措施，实践和程序，或与用户数据有关的任何安全违规行为，并应酌情立即向买方和客户提供有关此类故障或违规行为的完整与详细的书面信息，并在适当的情况下与买方和客户充分合作并协助买方和客户解决或以其他方式应对此类故障或违规行为。

#### 14. REPRESENTATIONS AND WARRANTIES. 陈述和保证。

14.1. Product and Software Warranties. Seller warrants to Buyer and the applicable Customer that:  
产品和电子软件的保证。卖方向买方和相关客户保证以下内容：

14.1.1 the Products and Software are fit and safe for use consistent with and will conform to the specifications set forth in these Terms, the applicable Order, and in Seller's Product documentation;  
产品和电子软件适用于买方与安全使用，并且符合本条款，适用的订单以及卖方的产品文档中规定的规格；

14.1.2 the Products and Software are free of defects in materials, workmanship, and design and suitable for the purposes intended;  
产品和电子软件没有材料、工艺和设计方面的缺陷，并且适合应有的用途；

14.1.3 the Products and Software are not counterfeit;  
产品和电子软件不是仿冒的；

14.1.4 it has the authority and right to sell and/or license the Products and Software to Buyer, and grants Buyer the authority and right to resell such Products and Software to third parties via those channels Buyer, at its sole discretion, deems necessary;  
卖方拥有授权和权利向买方出售产品和电子软件和/或授予产品和电子软件的使用权，并向买方授予通过买方自行决定认为有必要的途径向第三方转售该等产品的权利。

14.1.5 Buyer or the applicable Customer will receive good and valid title to the Products, free and clear of all liens and encumbrances of any kind;  
买方或相关客户将获得产品的良好且有效的所有权，并且不设有任何留置和产权负担；

14.1.6 the Products are free from hydrogen embrittlement and/or hydrogen degradation whether submitted to electro-plating or phosphating or otherwise;  
产品无论经过电镀，磷化处理还是其他方式，都不会发生氢脆和/或氢降解；

14.1.7 the Software does not include (directly or indirectly) any open source, public-source, or freeware, except as expressly disclosed in writing by Supplier to Buyer. Seller is and shall continue to be in full compliance with the terms of all licenses relating to any software which is incorporated into or required for the operation of any of the Products;

电子软件不包括（直接或间接）任何开源、公共资源或免费电子软件，除非供应商以书面形式明确向买方披露。卖方将继续完全遵守与任何产品所包含或操作的任何软件有关的所有许可条款；

14.1.8 the Products and Software will not introduce or cause to be introduced into Buyer's or any Customer's systems any viruses, Trojan horses, worms, spyware, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another or other such malicious code;

产品和电子软件不会引入，或导致买方或客户的系统遭到，任何病毒、特洛伊木马、蠕虫、间谍软件、定时炸弹、损坏的文件，或其他旨在破坏，有害干扰、秘密截获第三方系统、数据、个人信息或财产所属性质的计算机程序或其他此类恶意代码。

14.1.8 the Products and Software will comply with all other warranties implied by applicable law.

产品和电子软件将遵守适用法律所默示的所有其他保证。

14.2. Services Warranties. Seller warrants to Buyer that:  
服务保证。卖方向买方保证以下内容：

14.2.1 it has the unconditional and irrevocable right, power, and authority to provide the Services and grant and perform all rights and licenses granted or required by it under these Terms;

卖方有无条件且不可撤销的权利、权力和授权，以提供服务并授予与执行其根据本条款授予或要求的所有权利和许可；

14.2.2 the Services to be provided shall conform to the specifications (including any agreed service levels) set forth in these Terms and the Order;

提供的服务应符合本条款和订单中规定的规格（包括任何商定的服务水平）；

14.2.3 the Services shall be performed with due care, skill and diligence and in a timely and professional manner by qualified and suitable personnel in accordance with best industry standards and practices; service should be performed by qualified and suitable personnel in accordance with best industry standards and practices; service should be performed by qualified and suitable personnel in accordance with best industry standards and practices; service should be performed by qualified and suitable personnel in accordance with best industry standards and practices;

服务应由合格且合适的人员按照最佳行业标准和惯例，以适当的谨慎、技巧和勤勉的态度，及时的、专业的提供；

14.2.4 Deliverables and work product provided in connection with the Services shall be accurate and complete;

与服务有关的交付物和工作产品应准确和完整；

14.2.5 neither its grant of the rights or licenses hereunder nor its performance of any Services or other obligations under these Terms: (i) conflicts with or violates any applicable law, including any law relating to data privacy, data security, or personal information; or (ii) require the consent, approval, or authorization of any governmental or regulatory authority or other third party; and 无论是卖方根据本条款授予权利或许可，或按本条款执行服务或其他义务：(i) 不会违反或与任何适用法律（包括与数据隐私，数据安全或个人信息有关的任何法律）发生冲突；(ii) 无需向任何政府或监管机构或其他第三方征求同意、批准或授权。

14.2.6 the Services shall be of acceptable quality.

服务具有合格标准。

14.3 Warranty Specifics. The warranties shall run to Buyer and Customer, and shall continue in full force and effect for the longer of: (i) two (2) years from delivery of the Products or Software to Customer (or from

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completion of any warranty repair for nonconforming Products or Software); (ii) one (1) year from completion of the Services; (iii) the standard warranty period provided by Seller for the Products or Software; (iv) the period specified in the Special Terms; or (v) the mutually agreed upon period. Seller shall obtain and assign to Buyer, its assigns and each applicable Customer the warranties provided by the manufacturers or suppliers of material or equipment incorporated into the Products and Software, and shall perform its responsibilities so that such warranties remain in full force and effect. If Buyer gives Seller notice of noncompliance pursuant to this Section 14, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Products, Software or re-perform the Services, or at Buyer's sole discretion, shall fully refund Buyer for such defective Products, Software or Services and pay for all related costs and expenses. Return of all defective or nonconforming Products or Software by Buyer or Customer to Seller and shipping of repaired or replacement Products or Software back to a designated location shall be at Seller's expense including: (i) all transportation related charges; and (ii) any expenses and penalties incurred by Buyer in recalling such Products or Software or articles containing such Products or Software which have been delivered to Customer. Seller shall repair units that are out of the warranty period for actual cost of repairs. Seller shall maintain this repair service for Customer for a period of at least two (2) years after expiration of the warranty period. Should Seller fail to repair or replace any Product, Software or Services in accordance with the terms of this warranty, or if immediate replacement or work is necessary to maintain operations or avoid loss of life, Buyer shall have the right to cause such replacement to be made, utilizing its own forces and/or those third parties as Buyer shall reasonably deem appropriate, at Seller's expense.

保修约定。保修条款应同样适用于买方和客户，并且在下列期限（以较长者为准）内持续具有全部效力和有效性：（i）产品或电子软件交付给客户起的两（2）年（或完成对不合格产品或电子软件的任何保修修理后）的两（2）年；（ii）服务完成后一（1）年；（iii）卖方为产品或电子软件提供的标准保修期；（iv）特别条款中规定的期限；或（v）双方协商一致的期限。卖方应从融入产品的材料或设备的制造商或供货商处获得保证，并将该等保证转让给买方、买方的受让人和每一个继受客户，且应履行其责任以使该等保证保持全部效力和有效性。如果买方按本条款第 14 条向卖方发出不相符通知，则卖方应自负费用和开支，迅速更换或修理有缺陷或不合格的产品与电子软件或重新执行服务，或由买方自行决定，卖方应将此类有缺陷的产品、电子软件或服务全额退款给买方，并支付所有相关费用和开支。买方或客户将所有的有缺陷或不合格的产品或电子软件退还给卖方，以及将维修或更换的产品或电子软件运到指定地点，均由卖方承担费用，包括但不限于：（i）所有相关运输费用；（ii）买方在召回已交付客户的有关产品或电子软件或含有此类产品或电子软件的物品的召回中产生的任何费用和罚款。卖方应对超出保修期的组件进行维修，收取实际维修成本。卖方应在保修期届满后为客户维持此维修服务至少两（2）年。如果卖方未能按照本保修条款修理或更换任何产品、电子软件或服务，或者有必要立即更换或进行工作以维持运营或避免生命损失，则买方应有权在其合理认为适当的情况下使用其自身能力和/或第三方作出此类更换，该更换所产生的一切费用均由卖方承担。

### 15. COMPLIANCE WITH LAWS.法律合规

15.1. Seller, as well as all Products, Software, and Services provided to Buyer and Customer, shall, comply with all applicable laws, rules, orders, regulations, regulatory requirements and codes of practice in connection with its obligations under the Order and these Terms. Without limiting the generality of the foregoing, Seller shall comply with all applicable laws, rules, orders, regulations, regulatory requirements and codes of practice (as amended from time to time) relating to:

卖方以及其向买方和客户提供的所有产品、电子软件和服务，均应遵守与其在订单和本文条款项下的义务有关的所有适用的法律、规则、命令、法规、监管要求和业务守则。特别是（但不限于）卖方应遵守与下列有关的所有适用的法律、规则、命令、法规、监管要求和业务守则（及其不时的修订）：

15.1.1. taxation, data privacy, exchange controls, anti-trust, anti-money laundering, trade sanctions, financial sanctions and criminal matters

which are applicable to Seller, its group, or to their respective parent companies, or to their respective affiliates;

适用于卖方、卖方集团、其各自母公司或其各自关联公司的税务、数据隐私、外汇管制、反垄断、反洗钱、贸易制裁、金融制裁或刑事事项；

15.1.2. imports, exports, customs, and environmental protection laws, including the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and

进口、出口、海关和环境保护法律，包括 1986 年饮用水安全与毒性物质强制执行法（65 提案）；及

15.1.3. anti-human trafficking, anti-slavery, anti-bribery and anti-corruption, including the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010 and will not engage in any activity, practice or conduct which would constitute an offence under such laws. In addition, Seller acknowledges that it has read and agrees to comply with Buyer's Supplier Code of Conduct published on [www.anixter.com/SupplierCode](http://www.anixter.com/SupplierCode), as amended from time to time.

反贩卖人口、反奴役、反贿赂和反腐败，包括美国反海外腐败法 1977 年和英国反贿赂法 2010 年，且不得从事任何可构成违反该等法律的活动、实践或行为。另外，卖方认可，卖方已阅读并同意遵守买方的供货商行为准则（详见买方网站 [www.anixter.com/SupplierCode](http://www.anixter.com/SupplierCode)）及其不时的修订。

15.2. Seller warrants that each Product shall be manufactured, packaged, tagged and labeled in strict compliance with, and all Product literature shall be complete, accurate and strictly comply with, all applicable laws, rules, orders, regulations, regulatory requirements and codes of practice. Within two (2) days after receipt of the Order, Seller shall provide Buyer with a written list of all hazardous or toxic substances (as those terms are defined by any applicable laws) contained in any Products identified in the Order. At the time of delivery, Seller shall identify in a material data safety sheet (MSDS) or other written statement all hazardous or toxic substances (as those terms are defined in any applicable laws) contained in any Product, to the extent required by applicable laws. With the exception of such hazardous or toxic substances so identified, Seller warrants that at the time of delivery by Seller to Buyer each Product shall contain no hazardous or toxic substances. Seller will furnish to Buyer any information required to enable Buyer to comply with applicable laws, rules, orders and regulations related to the Order and these Terms, including any certification or questionnaire regarding non-existence of any particular hazardous or toxic substance in the Products.

卖方保证，每一个产品均应严格按照所有适用的法律、规则、命令、法规、监管要求和业务守则进行生产、包装、标记和贴标，且所有产品文书均应具有完整性、准确性并严格遵守所有适用的法律、规则、命令、法规、监管要求和业务守则。收到订单后的两（2）天内，卖方应向买方提供订单所述之产品中含有的所有有害或毒性物质的书面清单一份。在交付时，在适用法律要求的范围内，卖方应在材料安全数据表（MSDS）或其他书面陈述中明确指出任何产品中所含有的所有有害或毒性物质（按其在适用法律中的定义）。除该等明确指出的有害或毒性物质之外，卖方保证，在卖方向买方交付时，每一个产品均不包含任何有害或毒性物质。卖方应向买方提供所要求的任何信息，以使买方能够遵守订单和本文条款有关的适用法律、规则、命令和法规，包括关于产品中不存在任何特定有害或毒性物质的任何证书或问卷。

15.3. Seller shall comply with all applicable Federal Acquisition Regulations (FARs) and Executive Orders, including those published on [www.anixter.com/FAR](http://www.anixter.com/FAR), as amended from time to time. Seller shall comply with all applicable Federal Acquisition Regulations (FARs) and Executive Orders, including those published on [www.anixter.com/FAR](http://www.anixter.com/FAR), as amended from time to time. Seller shall comply with all applicable Federal Acquisition Regulations (FARs) and Executive Orders, including those published on [www.anixter.com/FAR](http://www.anixter.com/FAR), as amended from time to time. Seller shall comply with all applicable Federal Acquisition Regulations (FARs) and Executive Orders, including those published on [www.anixter.com/FAR](http://www.anixter.com/FAR), as amended from time to time. Seller shall comply with all applicable Federal Acquisition Regulations (FARs) and Executive Orders, including those published on [www.anixter.com/FAR](http://www.anixter.com/FAR), as amended from time to time.

15.4. Seller shall disclose to Buyer whether any Product or equipment, system, service, part, component, or element included in a Product is produced or provided by Huawei Technologies Company, ZTE

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Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any other entity that the U.S. Department of Defense reasonably believes to fall within the definition of covered telecommunications equipment or services under section 889 of the National Defense Authorization Act for Fiscal Year 2019, including any subsidiary or affiliate of such entities (collectively, the "Restricted Entities"). If any item is produced or provided by the Restricted Entities, then Seller shall provide the part number, serial number, or any other relevant information that Buyer requests to ensure compliance with U.S. law. Seller also shall disclose whether Seller is unable to ascertain whether an item sold to Buyer is produced or provided by the Restricted Entities.

卖方应向买方披露产品中包含的任何产品或设备、系统、服务、零件、组件或元素是由华为技术公司、中兴通讯公司、海能达通讯公司、杭州海康威视数字技术公司、大华技术公司或美国国防部合理认为属于《2019财年国防授权法》第889条规定的涵盖电信设备或服务定义的任何其他实体生产或提供的，包括此类实体的任何子公司或分支机构（统称为“受限实体”）。如果受限实体生产或提供了任何物品，则卖方应提供买方要求的零件号，序列号或任何其他相关信息，以确保遵守美国法律。卖方还应披露卖方是否无法确定出售给买方的物品是受限实体生产或提供的。

15.5. In the event Buyer suspects that Seller is in breach of this Section 15, Seller will permit Buyer or its professional advisors immediate access to Seller's books and records in order for Buyer or its professional advisors to audit and take copies of Seller's books and records to check compliance with this Section.

如果买方怀疑卖方违反本条款第15条，则卖方应立即允许买方或其专业顾问查阅卖方的簿册和记录，以使买方或其专业顾问对卖方的簿册和记录予以审计并获取副本以查验对本条款的遵守情况。

### 16. INDEMNITY. 赔偿条款。

16.1. Notwithstanding anything contrary in these Terms, Seller shall protect, defend, hold harmless and indemnify Buyer and its affiliates, directors, officers, employees, agents, successors, permitted assigns, and Customers (each, an "Indemnitee") from and against any and all claims, actions, liabilities, losses, deficiencies, costs, damages, judgments, interest, awards, penalties, fines and expenses (including reasonable attorneys' and professional fees and costs, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers) brought against or suffered by such Indemnitee arising out of any claim alleging:

无论本文条款中有任何相反规定，对于向买方及其关联公司、董事、高级职员、雇员、代理商、继任者、允许的受让方、和客户（各为“被补偿方”）提起的或由被补偿方遭受的因以下各项所引起的任何索赔、诉讼、责任、损失、缺失、费用、损害、判决、利息、裁决、惩罚、罚金和支出（包括合理的律师和专业服务收费和费用、执行本协议任何补偿权利的费用和向任何保险提供商追索的费用），卖方应保护被补偿方，为其辩护，对其进行赔偿并使其免于遭受前述各项的损害：

16.1.1. Seller's breach or non-fulfillment of any representation or warranty in these Terms or the Order, including any actual or alleged defect in the Products, Software, or Services;

卖方违反或不履行本条款或订单中的任何陈述或保证，包括产品、电子软件或服务的任何实际或指称的缺陷；

16.1.2. Seller's acts or omissions in the performance of its obligations under these Terms and the Order, including Seller's negligent or more culpable acts or omissions (including any recklessness or willful misconduct);

卖方在履行本条款和订单下的义务时所采取的作为或不作为，包括卖方的疏忽或较过失的行为或不作为（包括任何鲁莽或故意的不当行为）；

16.1.3. any actual or alleged failure by Seller, its agents, or by any Products, Software, or Services, to comply with any applicable laws, statutes,

ordinances, or any governmental administrative order, rule or regulations of any kind;

卖方、其代理商或任何产品、电子软件或服务对任何法律、法规、条例或任何政府行政命令、任何类型的规则或规定的任何实际或被指控的违反；

16.1.4. any actual or alleged infringement or misappropriation of a patent, copyright, trade secret or other Intellectual Property Right of any third party by Seller, its agents, or by any Products, Software, or Services (for purposes of clarity, an allegation of infringement or misappropriation of the Products, Software, and/or Services in a claim or action will trigger this provision); and/or

卖方、其代理商或任何产品、电子软件或服务对任何第三方的专利、著作权、商业秘密或其他知识产权的任何实际或被指控的侵犯或盗用（为了清楚起见，在索赔或诉讼中对产品、电子软件和/或服务的侵权或盗用指控将触发该条件）；和/或

16.1.5. any disputes involving promotional or advertising matters, fixtures, displays, guarantees, representations, warranties, labels, packing, and/or instructions, verbal or otherwise, furnished and/or approved by Seller.

卖方提供和/或批准的任何口头或其他形式的推销或广告事项、装置、陈设、担保、陈述、保证、标签、包装和/或指示所涉及的任何争议。

16.2. As to Seller's obligation to indemnify under Section 16.1.4, if such a claim is or is likely to be made, Seller shall, at its own expense, exercise Buyer's option to either: (a) obtain for Buyer the right to continue to use and sell the infringing Product, Software and/or Services; (b) modify the Products, Software, and/or Services so they are non-infringing and in compliance with these Terms; (c) replace the Products, Software and/or Services with a non-infringing substitute of equivalent or superior functionality that comply with these Terms; or (d) accept return (at Seller's expense) of the infringing Products, Software, and/or Services and refund to Buyer any amount paid for such infringing Products, Software, and/or Services. For the avoidance of doubt, the remedies set forth in this Section 16.2 are cumulative and in addition to any other remedies available to Buyer under these Terms, or under law or equity.

关于卖方按第16.1.4条承担的赔偿义务，如果已提出或可能提出该等索赔，则卖方应自费按买方选择：（a）为买方获得继续使用和销售该等侵权产品、电子软件和/或服务权利；（b）修改产品、电子软件和/或服务，使其不构成侵权并遵守本条款；（c）用符合本条款的等效或高级功能的非侵权替代品替换产品、电子软件和/或服务；或（d）接受侵权产品、电子软件和/或服务的退货（由卖方承担），并将为该等侵权产品、电子软件和/或服务支付的任何款项退还给买方。为避免疑问，本16.2条中规定的补救措施是累积性的，并且是根据本条款或法律或权益提供给买方的任何其他补救措施的补充。

16.3. If Seller fails to assume its defense and indemnity obligations hereunder within 10 days from written notice by Buyer, Buyer has the right, but not the obligation, to proceed with its own defense (which shall include the right to settle such underlying claim or action), and Seller will reimburse and indemnify Buyer for any and all losses, settlement amounts, costs, and expenses (including reasonable attorneys' fees and expenses) incurred by Buyer in connection with such matter. To the extent an action or a claim is made against Buyer alleging infringement by multiple parties and their respective products, software and/or services including Seller and its Products, Software and/or Services, Seller will pay its proportionate share of any losses, settlement amounts, costs and expenses (including reasonable attorneys' fees and expenses) as reasonably determined by Buyer. Buyer may set off Seller's proportionate share of all such losses, settlement amounts, costs, and expenses (including reasonable attorneys' fees and expenses) against any amounts due to Seller.

如果卖方在收到买方书面通知后的10天内未能履行本协议项下的辩护和赔偿义务，则买方有权（但无义务）自行辩护（其中应包括解决此类基本要求或诉讼的权利），并且卖方应弥补和赔偿买方因与此事项而引起的任何及所有损失、和解金额、费用和支出（包括合理的律师费和支出）。如果针对买方提出诉讼或索赔，指控多方及其各自的产品、电子软件和/或服务（包括卖方及其产品、电子软件和/或服务）侵权，则卖方应按买方合理断定的比例分担任何损失，和解金额，费用和支出（包括合理的律师费和支出）。买方有权按比例将所有该等损失、和



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解金额、费用和支出（包括合理的律师费和支出）与卖方的应付款抵销。

- 16.4. Upon written notice to Buyer, Seller shall have the right to enter into a settlement with the party who brought a claim or action against Buyer as contemplated above; provided, (i) as part of such settlement, Seller must obtain Buyer's prior written consent, (ii) a full release in favor of Buyer in such form satisfactory to Buyer, and (iii) Seller shall remain liable for its proportionate share of any costs and expenses (including reasonable attorneys' fees and expenses) incurred by Buyer up to the date of such settlement. With respect to the foregoing indemnity obligations, Seller waives any statutory limitation of liability to which it may otherwise be entitled under workers' compensation or similar statutes.

收到买方书面通知后，卖方有权与对买方提出上述索赔或诉讼的一方达成和解；前提是：（i）作为该等的一部分，卖方必须事先获得买方的书面同意、（ii）以令买方满意的形式向买方提供全面释放、并且（iii）直到该和解之日，卖方应承担按比例分担的任何费用和支出（包括合理的律师费和支出）。关于前述补偿义务，卖方放弃其在劳工赔偿或类似法律项下所本应享有的任何法定责任限额。

17. **INSURANCE.** Seller shall procure and maintain, at its sole expense, the insurance policies in Buyer's Supplier Insurance Guide published on [www.anixter.com/supplierinsurance](http://www.anixter.com/supplierinsurance), as amended from time to time.

**保险。** 卖方应自付费用促使获取并维持买方供货商保险指南（发布在 [www.anixter.com/supplierinsurance](http://www.anixter.com/supplierinsurance)）及其不时的修订中所列出的保险。

18. **CONFIDENTIALITY.** From time to time during the Term, either party (as the "disclosing party") may disclose or make available to the other party (as the "receiving party") information about its business affairs, goods and services, forecasts, sales history, confidential information, and materials comprising or relating to Intellectual Property Rights, third-party confidential information, and other sensitive or proprietary information, such information, as well as the terms of these Terms and each Order, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" constitutes "Confidential Information" hereunder. Each party shall strictly protect and safeguard the confidentiality of the disclosing party's Confidential Information with at least the same degree of care as the receiving party normally uses in the protection of its own Confidential Information, but in no case any less degree than a reasonable degree of care. The receiving party shall not use the disclosing party's confidential information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms. If the receiving party becomes legally obligated to disclose any Confidential Information by court order or other lawful government action, the receiving party will disclose the Confidential Information only to the extent so ordered and only after providing prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. The receiving party shall restrict internal disclosure of confidential information to its employees with a need-to-know such information and advise such employees of the obligations assumed hereunder. For the purposes of clarification, prices, discounts and rebates provided to Buyer for the Products, Software or Services shall be considered Buyer's Confidential Information. Order information identifying a Customer is furnished to Seller by Buyer on the understanding that Seller has the right to only use that information for the purposes of fulfilling such Order. If Buyer makes Seller aware of an opportunity with a Customer, verbally or in writing, Seller shall provide the Products, Software, and/or Services for such opportunity only through Buyer, and is prohibited from pursuing or servicing such opportunity through another distributor, a third party, or directly in competition with Buyer, without Buyer's prior written approval.

**保密条款。** 在本条款有效期内，任何一方（作为“披露方”）可能会不时披露或向另一方（作为“接收方”）提供有关其业务，商品和服务，预测，销售历史，机密信息，以及包含或与之相关的材料，第三方机密信息以及其他敏感或专有信息的材

料，以及本条款以及各个订单，无论是口头还是书面，电子或其他形式或媒体，无论是否标记，指定或以其他方式标识为“机密”，均构成本条件指的“机密信息”。各方应至少以与接收方通常在其自身的机密信息保护中使用的谨慎程度相同的程度，严格保护和维护披露方的机密信息的机密性，但在任何情况下均不得低于合理的谨慎程度。接收方不得将披露方的机密信息用于或出于行使本条款规定的权利或履行其义务以外的任何目的使用或允许其被连接或使用。如果接收方在法律上有义务通过法院命令或其他合法的政府行动披露任何机密信息，但前提是接收方将仅在如此命令的范围内披露机密信息，且在披露该等机密信息之前应向披露方及时书面通知即将披露的机密信息，以便披露方采取适当行动获得保护令。接收方应将机密信息的内部披露仅限于披露给其有必要知道该等信息的雇员，并应向该等雇员告知在本条款项下接收方所承担的责任。为了澄清起见，提供给买方的产品、电子软件或服务的价格，折扣和返利应视为买方的机密信息。买方向卖方提供有关识别客户的任何信息，是基于卖方仅有权将该等信息用于履行订单这一认知而提供的。如果买方口头或书面使卖方知晓一项客户机遇，则卖方仅可通过买方为该等机遇提供产品、电子软件和/或服务，且未经买方事先书面批准，卖方禁止通过其他分销商，第三方或以与买方直接竞争的方式寻求或服务该等机遇。

19. **LAW. VENUE.** These Terms are governed, interpreted, and construed according to the substantive laws of the People's Republic of China without regard to conflicts of laws principles and is not governed by the Convention on the International Sale of Goods. If any dispute or controversy arises with respect to these Terms or an Order, such dispute or controversy shall be brought for resolution in courts located in Shanghai, China. Buyer and Seller hereby consent to the exclusive jurisdiction and venue of such courts, and shall not contest or challenge the jurisdiction or venue of such courts. If any legal proceedings are brought by a third party against Buyer in any court relating to Products, Software, and/or Services which are the subject-matter of an Order, then subject to the procedural rules of such court, Buyer may at its option join Seller in such proceedings for the purpose of resolving any dispute arising out of or in connection with this Order, including any question regarding its existence, validity, interpretation or termination and any non-contractual claim, and Seller irrevocably agrees to submit to the exclusive jurisdiction of such court over any such dispute. Notwithstanding the foregoing, if a dispute arises between Seller and Buyer, Seller shall continue to provide Products, Software and Services to Buyer pursuant to Buyer's pending and subsequent Orders, and shall not suspend shipments of Products or providing Software or Services during the pendency of such dispute.

**法律。管辖地。** 本文条款适用中华人民共和国的实体法（其法律冲突规则除外），并据其解释，且不适用国际货物销售公约。如果发生关于本文条款或订单的任何争议或纠纷，则该等争议或纠纷应提交位于上海（中国）的法院予以解决。买方和卖方在此同意由该等法院的专属管辖和地点，且不得对该等法院的管辖和地点提出反对或异议。如果第三方在任何法院对买方提起与订单中的产品、电子软件和/或服务相关的任何法律诉讼，则在符合该等法院的程序规则的前提下，买方可自行决定是否选择将卖方加入该等诉讼用以解决因该订单所引起或与之相关的任何争议，包括任何与该订单的存续、有效性、解释或终止有关的问题及任何非合同性请求，且卖方不可撤销地同意将任何该等争议提交该等法院的专属管辖。尽管有前述规定，如果卖方和买方之间发生争议，则卖方应继续按照买方尚未完成的和后续的订单向买方提供产品、电子软件和服务，且在该等争议尚未解决期间不得中止产品发货或中止提供电子软件或服务。

20. **NOTICE.** All notices under these Terms must be in writing (e.g., e-mail or physical mail) and addressed to the other party at its address set forth in the Order.

**通知条款。** 这些条款下的所有通知必须以书面形式（例如电子邮件或普通邮件）并按订单中规定的地址发送给另一方。

21. **PUBLICITY.** Neither party shall (orally or in writing) publicly disclose, issue any press release, or make any other public statement,



## GENERAL TERMS OF PURCHASE

### 通用采购条款

or otherwise communicate with the media, concerning the existence of these Terms or the subject matter hereof, without the prior written approval of the other party.

**公开性。**未经另一方的事先书面批准，任何一方均不得（口头或书面）公开披露、发布任何新闻稿或发表任何公开声明、或以其他方式与媒体沟通有关本条款或其双方交易的存在。

22. **SURVIVAL.** Subject to the limitations and other provisions of these Terms any provision that, in order to give proper effect to its intent shall survive the expiration or earlier termination of these Terms.

**条款持续性。**在遵守本条款的限制和其他规定的前提下，为了使其意图适当发挥作用的任何规定应在本条款到期或提前终止后继续有效。

23. **FORCE MAJEURE.** If Buyer is prevented from performing or is unable to perform any of its obligations under these Terms due to acts of God, epidemic, pandemic, acts of Seller or Customer, acts of civil or military authorities, riots, or civil disobedience, wars, fires or events beyond the control of the Buyer, Buyer's performance shall be excused and the time for performance shall be extended accordingly, provided that Buyer takes all reasonably necessary steps to resume full performance. Notwithstanding the foregoing, Buyer may terminate this Order if such performance is delayed for more than 15 days, without fault or penalty.

**不可抗力。**如果由于上帝的行为，流行病，传染病大流行，卖方或客户的行为，民事或军事当局的行为，暴动或公民不服从，战争，火灾而导致买方在履行本条款的义务受阻或无法履行本条款下的任何义务或超出买方控制范围的事件，买方因此无需为该不可抗力事件向卖方承担任何相关责任，而卖方将延长执行时间，前提是买方采取了所有合理必要的步骤来恢复履行条款下的义务。尽管有上述规定，如果履行延迟超过 15 天，则买方可以终止该订单，而无需承担任何责任或罚款。

24. **CUMULATIVE REMEDIES.** All rights and remedies provided in these Terms are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

**累计救济。**本条款中提供的所有权利和补救措施都是累积性的，而非排他性的，任何一方行使任何权利或补救措施并不排除行使其他任何现在或以后在法律上、衡平法、或成文法，或双方之间达成的任何其他协议下可获得的权利或补救办法。

25. **SUBCONTRACTING.** Seller may subcontract all or part of its obligations hereunder solely upon written authorized by Buyer. Seller shall require all subcontractors to comply with the Order (including these Terms) and shall remain responsible and liable for all acts and omissions of subcontractors.

**分包条款。**在获得买方的书面批准后，卖方可将本合同项下的全部或部分义务分包。卖方应要求所有分包商遵守订单（包括本条款），并对分包商的所有作为和不作为承担一切责任。

26. **GENERAL.** No amendments, modifications, waivers, rescission, or termination of these Terms can be made through the parties' course of dealings and no such change can be made except in a single writing signed by the parties hereto. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of these Terms to the same extent as if they were set forth verbatim herein. Failure by Buyer to exercise any right or remedy under these Terms will not be deemed a waiver of such right or remedy unless in writing signed by Buyer, nor shall any waiver be implied from the acceptance of any payment. No waiver by Buyer of any right shall extend to or affect any other right, nor shall a waiver by Buyer of any breach extend to any subsequent similar or dissimilar breach. These Terms shall be for the benefit of the parties and not for the benefit of any other person, except as specified in any applicable Order. Seller may not assign these Terms or any Order, by operation of law or otherwise, without the express written approval of Buyer. Any attempt to assign or transfer all or any part of these Terms without first obtaining that written consent will be void and of no force or effect. Notwithstanding the

foregoing, these Terms shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Any provision of these Terms that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions of these Terms will remain in full force and effect. References to hyperlinked terms in these Terms are references to terms or content linked to the hyperlink (or the replacement hyperlink as Buyer may identify from time to time) as amended from time to time. Seller acknowledges that the terms or content in the hyperlink are incorporated into these Terms by reference and that it is Seller's responsibility to review the terms or content in the hyperlinks referenced in these Terms. The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party.

**一般规定。**不得在双方交易过程中对本文条款进行任何修改、变更、放弃、撤销或终止，且除非经本协议双方在同一份书面文件上签署，不得做出任何该等修改。本文所指的展品、议程、附件和附录是这些条款的组成部分，其程度与本文逐字列出的程度相同。如买方未能行使本文条款项下的任何权利或救济，并不得视为对该等权利或救济的放弃，除非买方书面签署；对任何款项的接受也不得默认为放弃买方对任何权利的放弃，并不得延伸至或影响任何其他权利；买方对任何违约的放弃，也不得延伸至任何类似或不同的后续违约。本文条款仅适用于双方，并不适用于任何其他方，除非任何适用的订单另有约定。未经买方事先明示书面批准，卖方不得通过法律或其他方式转让本条款或订单。在未事先征得书面同意的情况下进行任何分配或转让本条款全部或任何部分的行为都是无效的而没有任何法律效力或效应。尽管有上述规定，本条款应约束并许可各方的继承人和受让人的利益。如本文条款中的任何规定在任何法域被禁止或不具可执行性，则该等规定在该等法域内应按照该等法域所要求的最小范围予以限制或删除，而本文条款的其余规定仍应保持具有全部的效力和有效性。本条款中对超链接术语的引用是指对超链接相关的术语或内容及其不时的修订（或买方可能不时确定的替代超链接）的引用。卖方承认超链接中的条款或内容已通过引用并入本条款，并且卖方有责任查看本条款中引用的超链接中的条款或内容。各方均为独立承包方，且无权代表另一方承担或创设任何义务或责任。

**EFFECTIVE AS OF SEPTEMBER 1, 2020**