

## Purchase Order Terms and Conditions

速科贸易（上海）有限公司（本公司）已通过 AS9100 Rev.D 基于航空组织的要求 有义务告知贵公司下列要求。

Socomore Trading (Shanghai) Co., Ltd.(Socomore SH) is obligated to inform all valued customer/supplier following requirements through the AS9100 Rev. D based on the requirements of the aviation organization.

本公司向供应商发出的所有采购订单均受以下条款和条件约束：

All Purchase Orders issued to Suppliers by Socomore SH are subjected to the following Terms and Conditions :

### ACCEPTANCE OF TERMS AND CONDITIONS.

THE CONTRACT CONSTITUTES THE SOLE AND ENTIRE AGREEMENT OF PURCHASER AND SUPPLIER (COLLECTIVELY, THE "PARTIES") WITH RESPECT TO THE SUBJECT MATTER OF THE ORDER, AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS UNDERSTANDINGS, AGREEMENTS, NEGOTIATIONS, REPRESENTATIONS AND WARRANTIES, AND COMMUNICATIONS, BOTH WRITTEN AND ORAL, WITH RESPECT TO THE SUBJECT MATTER OF THE ORDER. THE ORDER EXPRESSLY LIMITS SUPPLIER'S ACCEPTANCE TO THE TERMS OF THE ORDER. THESE TERMS PREVAIL OVER ANY TERMS OR CONDITIONS CONTAINED IN ANY OTHER DOCUMENTATION AND EXPRESSLY EXCLUDE ANY OF SUPPLIER'S GENERAL TERMS AND CONDITIONS OF SALE OR ANY OTHER DOCUMENT ISSUED BY SUPPLIER IN CONNECTION WITH THE ORDER.

### 接受条款和条件

合同构成购买者和供应商（统称“各方”）关于该订单主题事项的唯一和完整协议，并取代所有先前或同时的理解，协议，谈判，陈述和保证以及通信，两者兼而有之书面和口头，关于该命令的主题事项。订单明确限制供应商接受订单条款。这些条款优先于任何其他文档中包含的任何条款或条件，并且明确排除了供应商的一般条款和条件以及供应商在订购时发布的任何其他文件。

1. 按下列条款签订本订单，产品名称（包装规格），单位，数量，单价，金额（按照实际货币交易填写）

仓库自提价（EXW），（CIF,DDP,DAP,FOB）含运费，包装/上卸货费用，保险及相关的费用需体现清楚。

This order is signed according to the following terms, product name (package specification), unit, quantity, unit price, amount (filled with actual currency during final transaction)

(EXW), (CIF, DDP, DAP, FOB) including freight, packaging / loading and unloading costs, insurance and related expenses need to be clearly reflected.

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2.1 交货日期：供方将按订单中指定的数量和日期或双方书面约定的方式（“交货日期”）交付货物。如果供方不能在相关交货日期全额交付货物，则需方可以通过向供方提供书面通知立即终止订单，供方将赔偿需方直接导致的任何损失，索赔，损害以及合理的成本和费用。

Delivery date : Supplier will deliver the Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the Parties (each, a “Delivery Date”). Timely delivery of the Goods is of the essence. If Supplier fails to deliver Goods in full on the relevant Delivery Date, Purchaser may terminate the Order immediately by providing written notice to Supplier, and Supplier will indemnify Purchaser against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier’s failure to deliver the Goods on the Delivery Date.

3. 质量要求 Quality requirements :

3.1 供方提供的产品必须符合需方确认的质量要求，需方有权对供方提供的产品/质量文件进行检验和认证，同时，需方保留对供方提供的产品/质量文件进行复验的权利。上述验收仅代表需方对产品数量，包装，质量文件的初步验收，并非对产品质量的最终确认。产品质量应以最终客户使用情况为最终验收依据。

The products provided by the supplier must meet the quality requirements confirmed by the purchaser. The purchaser has the right to inspect and certify the product/quality documents provided by the supplier. At the same time, the purchaser reserves the right to re-inspect the product/quality documents provided by the supplier. The above inspection only represents the preliminary acceptance of the product quantity, packaging and quality documents by the purchaser, and is not the final confirmation of the product quality. Product quality should be based on the final customer acceptance as the final acceptance of inspection basis.

3.2 化工品需要出具生产商原厂合格证（COC），可追溯的代码或批号/化学性能的报告（COA）并且符合规范认证。

Chemical products are required to provide : manufacturer's original certificate of conformity (COC), traceable product code, lot number, laboratory analysis report (COA) meeting regulatory certification.

进口需求：供方需要提供最新中文版本产品安全技术资料，装箱，发票等相关资料，并清楚标明采购订单号，品名，数量等信息。

For Import requirement: The supplier needs to provide the latest Chinese version of product safety technical information(MSDS), packing List, invoice and other relevant information, with clear information indicating the purchase order number, product name, quantity and so on.

补充条件：无损探伤产品需在 COC 或者 COA 清晰写上生产日期（DOM）以及到期日（DOE）

Additional conditions: Non-destructive testing products must show date of manufacture (D.O.M) and date of expiration (D.O.E) on the product, and COC or COA.

3.3 合格证如果是复印件或传真，必须清晰可识别，并加盖“TRUE COPY”印章 若合格证上的货物数量与采购订单上的货物数量相等，供方需要在随货时附上合格证原件。

If the certificate is a copy or fax, it must be clearly identifiable and stamped with "TRUE COPY". If the quantity of the goods on the certificate is equal to the quantity of the goods on the purchase order, the supplier must attach the original certificate when the goods are shipped.

### 3.4 供方禁止提供任何假冒/可疑假冒货品。

The supplier is prohibited to provide any counterfeit/ suspected counterfeit goods.

### 3.5 如供方发现已发运批次货品有质量问题，供方有义务告知需方，必要时进行召回。

If the supplier finds that there is a quality problem with the shipped batch, the supplier is obliged to inform the purchaser and recall if necessary.

### 3.6 供方必须执行并同时要求其供应链执行质量管理体系标准。

The supplier must implement and at the same time require its supply chain to implement quality management system standards.

### 3.7 供方有义务传递使用的规范，包括需方的规范。

The supplier is obliged to pass the specifications used, including the specifications of the purchaser.

### 3.8 供方供应链上的订单所有使用记录须至少保留五年，产品有效期大于五年的保存至该批次产品失效。需方，客户或监管机构有权调用供应链上的订单的相关记录。

All applicable records for orders on the supplier's supply chain must be retained for at least five years, and products that are valid for more than five years needs to be kept until the batch is expired. The purchaser, customer or regulatory agency has the authority to call the relevant records of orders on the supply chain.

### 3.10 供方应遵守国际与当地危险品运输相关法令法规。

The supplier shall comply with the relevant laws and regulations related to the transportation of dangerous goods internationally and domestically.

## 4 约定 Agreement:

**遵守法律：**供方需遵守所有适用的法律法规和条例。供方需维持并履行订单义务所需的所有许可，许可，授权，同意等。供方将遵守订单下所有涉及销售商品的国家的的所有进出口法律。供方需配合任何国家政府在进口货物运输时的要求。

**Compliance with Law:** Supplier is in compliance with and will comply with all applicable laws, regulations and ordinances. Supplier has and will maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Supplier will comply with all export and import laws of all countries involved in the sale of Goods under the Order. Supplier assumes all responsibility for shipments of Goods requiring any government import clearance.

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4.1 如供方延迟供货的，则应自延迟供货之日起（含延迟供货当天）按照延迟供货金额的日千分之七向需方支付违约金。如因供方延迟供货造成需方损失（包括直接或间接损失）的，供方承担全部赔偿责任。

If the supplier delays the supply, the liquidated damages shall be paid to the purchaser on the basis of the 7% per day of the total cost of supply from the date of delay in delivery (including the delayed delivery date). If the supplier is responsible for the delay (including direct or indirect losses) due to the late of delivery of the goods, the supplier shall bear full liability.

4.2 如供方无法定事由造成需方或需方最终用户损失的，供方应全额赔偿需方由此产生的一切损失，包括但不限于律师费，公证费，诉讼费，保全费，向最终用户的赔偿条款等，并按供货金额的百分之三十五向需方支付违约金。

If the supplier is unable to determine the cause of the loss under legal matter particulars, any loss at the end user needs to be fully compensated by the supplier. Losses include not only legal fees, notary fees, legal fees, security fees, and end-users. Indemnification clauses, etc., and pay the liquidated damages to the purchaser at 35 percent of the total cost of the supply.

4.3 如需方发现产品质量问题，供方应负责包退包换，供方应在接获需方通知后三个工作日内（包含收到通知当天）安排退货方案，并在七个工作日内（包含收到通知当天）提出补货换货方案。由此产生的相关费用由供方全部承担，需方有权对因此遭受的全部损失向供方求偿。

If the purchaser finds the product quality problem, the supplier shall be responsible for return or replacement of non-conforming products. The supplier shall arrange the return plan within three working days after receiving the notice from the purchaser (including the day of receipt of the notice), and within seven working days to provide the replenishment and replacement plan. All related expenses incurred shall be borne by the supplier, and the purchaser shall have the right to claim compensation from the supplier for all losses suffered.

4.4 索赔：需方凭检验机构出具的检验证明书向供方提出赔偿（包括换货，赔偿损失等），由此引起的全部费用应由供方负担。若供方收到上述索赔要求 15 天未予答复，则认为供方已接受需方索赔。索赔期为 1 年，自产品经需方或需方最终客户验收合格之日算起，索赔期在协议终止后仍有效。

Claim: The purchaser shall provide inspection certificate/documents proving the NC in order to claim for compensation (including exchange of goods, compensation for losses, etc.) All the expenses incurred shall be borne by the supplier. If the supplier fails to respond within 15 days of receiving the above claim, the supplier is deemed to have accepted the claim from the claimant. The claim period is 1 year, and the claim period is valid after the termination of the agreement from the date when the product is qualified by the purchaser or the end customer.

4.5 如供货方未经需方确认而通知需方货物代理提货，由此产生的费用由供方承担。

If the supplier notifies the purchaser's forwarding/cargo agent to pick up the goods without the confirmation of the purchaser, the costs incurred shall be borne by the supplier.

4.6 采购合同生效后，双方不得擅自变更内容，如任何一方需要变更，须事先提出要求，在征得对方同意并在双方共同协商的基础上进行，供方应于收到采购订单之日起 2 个工作日内签字盖章邮件件方

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式回传采购订单，如供方自收到订单之日起 3 日内未提出书面异议或未盖章回传订单，需方视本订单正式生效。

After the contract takes effect, the parties shall not change the content without authorization. If any party needs to change, it must make a request in advance, and obtain the consent of the other party with negotiate on the basis of mutual agreement. The purchase order shall be acknowledge within 2 working days by signature or company seal. If the supplier has not filed an objection within 3 days from the date of receipt of the contract or has not stamp the order, the purchaser will assume this order is effective.

- 4.7 供方保证产品或服务不侵犯任何第三方的知识产权，否则，供方应承担由此产生的一切法律责任并赔偿需方所有损失。

The supplier guarantees that the product or service does not infringe the intellectual property rights of any third party. Otherwise, the supplier shall bear all legal liabilities arising therefrom and compensate the purchaser for all losses.

5. 供方应确保公司从业人员经过适当培训，确保其胜任所在岗位的工作，并保留相关对应记录。

The supplier shall ensure that the company's employees are properly trained to ensure that they are qualified for their position and retain relevant records.

6. 知识产权赔偿： 供方将自费保护，赔偿并使买方和任何其他赔偿方免受损害，以免因买方或其他受偿方使用或拥有货物侵犯或挪用该专利而引起的所有损失，版权，任何第三方的商业秘密或其他知识产权。在未经相关赔偿方事先书面同意的情况下，供方在任何情况下都不会就任何此类损失订立任何和解。

Supplier will, at its expense, defend, indemnify and hold harmless Purchaser and any other Indemnitee against any and all Losses arising out of or in connection with any claim that Purchaser's or another Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event will Supplier enter into any settlement with respect to any such Losses without the prior written consent of the relevant Indemnitees.

7. 机密信息：买方的所有非公开，机密或专有信息，包括但不限于规格，样本，模式，设计，计划，图纸，文档，数据，业务运营，客户名单，定价，产品路线图，折扣或买方向供应商披露的回扣，无论是口头披露还是以书面，电子或其他形式或媒体披露或访问，以及是否与本订单相关的标记，指定或以其他方式标识为“机密”均为机密，仅适用于除非买方以书面形式授权，否则不得披露或复制使用订单。根据买方的要求，供应商将及时退回从买方收到的所有文件和其他材料。如果违反本节，买方将有权获得禁令救济。本节不适用于以下信息：（a）在公共领域；（b）在披露时为供应商所知；或（c）供应商在非保密的基础上从第三方合法获得。尽管有上述规定，为避免疑义，本节是订单日期之前订立的任何一般保密协议或义务的补充，此类协议或义务未被这些条款取代。

All non-public, confidential or proprietary information of the Purchaser, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, product road maps, discounts or rebates, disclosed by Purchaser to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied

unless authorized by Purchaser in writing. Upon Purchaser's request, Supplier will promptly return all documents and other materials received from Purchaser. Purchaser will be entitled to injunctive relief for any violation of this Section. This Section will not apply to information that is: (a) in the public domain; (b) known to the Supplier at the time of disclosure; or (c) rightfully obtained by the Supplier on a non-confidential basis from a third party. Notwithstanding the foregoing and for the avoidance of doubt, this Section is in addition to any general confidentiality agreements or obligations entered into between the Parties prior to the date of the Order and such agreements or obligations are not superseded by these Terms.

8. 供方应与需方保持充分沟通， 供方应保证其工作人员意识到： 他们对产品和服务符合性和安全的贡献， 同时意识到道德行为的重要性。

The supplier shall maintain full communication with the purchaser. The supplier shall ensure that its staff is aware of their contribution to the products on conformity, safety, and services; while recognizing the importance of ethical conduct.

9. 需方对供方的供货绩效（包括：质量数量合格率，产品证书准确率，产品证书交付及时率，产品交付及时率，售后服务）进行评估，若未达到要求，则需方有权要求供方提供纠正与整改措施。供方拒不纠正的，需方有权单方面解除合同，供方应赔偿需方由此产生的一切损失。

The purchaser evaluates the supplier's performance (including: quality/quantity conform rate, product certificate accuracy rate, product certificate and cargo on time reception rate, after-sales service). If the requirements are not met, the purchaser has the right to request the supplier to provide corrective and actions. If the supplier refuses to correct it, the purchaser shall have the right to unilaterally terminate the contract, and the supplier shall compensate the purchaser for all losses arising therefrom.

10. 收货地址为非速科贸易（上海）有限公司或我司指定仓库时，需方委托供方完成出货产品质量验证，供方需随货提供装箱单，生产商 COC，实验室报告（COA）等信息，并在出货前一个工作日内邮件需方一份上述文件。

When the reception address is not Socomore SH or our designated warehouse, the purchaser shall entrust the supplier to complete the quality verification of the shipped product. The supplier shall provide the packing list with the goods, the manufacturer's COC, and the laboratory report (COA) and other information. The above documents is required at least 1 day before the shipment/devliery.

11. 一般赔偿 :供方将对买方和买方的母公司，其子公司，关联公司，继承人或受让人及其各自的董事，高级职员，股东和雇员以及买方的客户（统称“赔偿人”）进行辩护，赔偿并保护其免受任何和所有损失，伤害，死亡，损害，责任，索赔，缺陷，诉讼，判决，利息，裁决，罚款，罚款，费用或开支，包括合理的律师和专业费用和费用，以及执行本协议下任何赔偿权利的费用和追讨费用任何由从供应商处购买的货物或与供应商的疏忽，故意不当行为或违反本条款有关的保险提供者（统称为“损失”）。未经相关赔偿方事先书面同意，供方不会就任何损失订立任何和解。

General Indemnification: Supplier will defend, indemnify and hold harmless Purchaser and Purchaser's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Purchaser's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any

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right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods purchased from Supplier, or from Supplier's negligence, willful misconduct or breach of the Terms. Supplier will not enter into any settlement with respect to any Losses without the prior written consent of the relevant Indemnitees.

12. 其他未尽事宜，双方应友好协商解决。如双方发生争议协商不成的，可以向需方所在地法院提起公诉解决争议。本服务合同的法律应为中华人民共和国相关法律规定，进行仲裁决议。

Other unfinished matters should be resolved through friendly negotiation. If the dispute between the two parties fails after negotiation, a public prosecution may be filed in the court of the place where the purchaser is located to resolve the dispute. The law of the present contract shall be the relevant laws and regulations of the People's Republic of China.

13. 所有订单/合同一式两份，双方各持一份；传真件以及扫描具有正版相等法律效应。

All orders/contracts are in duplicate ;each party holds one copy. Faxes and scanned have genuine legal effects.

本协议以中文和英文两种文体现，如上述两文本纯在异议，以中文版本为准。

The term is in both Chinese and English. If the above two versions are pure objections, the Chinese version shall prevail.

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## **SIGNATURE OF THE SUPPLIER+ STAMP OF THE COMPANY**

(Preceded by the statement<<read and approved>>)

On \_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_ in \_\_\_\_\_

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