

PURCHASE ORDER TERMS AND CONDITIONS (Effective Date: June 3, 2018)

采购订单条款与条件（修订日期：2018年6月3日）

These Purchase Order Terms and Conditions (the “Terms and Conditions”) are incorporated in and made a part of each purchase order issued by Tekni-Plex, Inc.’s direct or indirect subsidiaries in the PRC (“Tekni-Plex” or “Buyer”). In these Terms and Conditions: (a) “Buyer” means Tekni-Plex’s direct or indirect subsidiaries in the PRC; (b) “Seller” means the seller named in the order; (c) “Goods” and “Services” mean the products and/or services being purchased from Seller as described in the purchase order; (d) “Purchase Order” means the purchase order and these Terms and Conditions collectively; and (e) “PRC” means the mainland China, which, for the purpose of the Terms and Conditions, does not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan.

本《采购订单条款与条件》（“条款与条件”）纳入 Tekni-Plex, Inc.在中华人民共和国境内直接或间接分支机构（“Tekni-Plex”或“买方”）下发的每一份采购订单，并构成其组成部分。在本条款与条件中：(a)“买方”指Tekni-Plex在中华人民共和国境内的直接或间接分支机构；(b)“卖方”指订单中注明的卖方；(c)“货品”和“服务”指订单所述的从卖方采购的产品和/或服务；(d)“采购订单”包括订单及本条款与条件；(e)“中华人民共和国”，就本条款与条件而言，指中国大陆，不包括香港特别行政区、澳门特别行政区和台湾。

1. Acceptance of Purchase Order. The Purchase Order is deemed accepted, upon the earlier of: (a) Seller’s return of an acknowledgment of the Purchase Order; (b) Seller’s commencement of performance; or (c) five (5) days from Seller’s receipt of the Purchase Order, unless Buyer receives Seller’s written rejection of the Purchase Order within such five (5) day period. Any acceptance of the Purchase Order is limited to acceptance of the express terms contained in the Purchase Order (including these Terms and Conditions). No additional or different terms or attempted exclusions or modifications by way of any document, proposal, course of performance or otherwise will be effective against Buyer in the absence of the express written consent of Buyer. Any attempt by Seller to add, exclude, or modify the terms contained in the Purchase Order will be deemed material, is objected to and will be of no

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effect. Neither the submission of the Purchase Order nor anything contained in the Purchase Order will be construed to be an acceptance or confirmation of any prior or subsequent document, proposal or course of performance. The Purchase Order will be a rejection and counter-offer with respect to any such document, proposal or course of performance.

1. 接受订单. 若出现以下情形之一（以较先实现的为准）的，则视为接受订单：(a)卖方返还订单确认书；(b)卖方开始履行订单；或(c)卖方收到订单满五（5）天，但买方在此五（5）天期间收到卖方书面拒绝订单的除外。接受此订单仅限于接受此订单所含的明示条款（包括本条款与条件）。若无买方明确书面同意，通过任何文件、提议、履约过程或其它文件而造成的任何新增或不同条款或企图的排除或修订条款，均不对买方有效。卖方新增、排除或修正订单所述条款的任何尝试将被视为实质性举措、不予认可并且无效。此订单的提交及此订单所载任何内容均不得解释为接受或确认任何先前或后续的文件、提议或履约过程。此订单将是有关任何此类文件、提议或履约过程的拒绝和反要约。

2. Entire Agreement; Amendments and Waiver. If there is a written agreement between Buyer and Seller related to the subject matter of the Purchase Order addressing the terms set forth in these Terms and Conditions, then that agreement shall govern the purchase and sale of the goods and services set forth on the Purchase Order. If not, or if these Terms and Conditions are attached to the Purchase Order or expressly referenced in the Purchase Order (including, but not limited to, a reference to the web address where these Terms and Conditions may be found), then these Terms and Conditions shall apply to the purchase and sale of the Goods and Services set forth on the Purchase Order and the Purchase Order, these Terms and Conditions and any exhibits attached thereto shall supersede all written or oral prior agreements or understandings with respect thereto. The Purchase Order may not be modified or amended except by a written instrument signed by both parties. E-mail communications containing typed name and/or typed signature blocks do not constitute a written instrument within the context of this Section. No waiver will be implied from

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conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. Buyer and Seller intend that the Purchase Order be construed without any rule requiring construction or interpretation against Buyer, whose representatives drafted the Purchase Order. These Terms and Conditions and the Purchase Order shall be interpreted together as a single agreement; however, if there is an irreconcilable conflict, these Terms and Conditions will control.

2. 完整协议；修改和弃权。若买卖双方之间有关于此订单标的存在书面协议，用以解释此条款和条件内所载条款，则此订单内所述货品与服务的买卖应以该协议为准。若无此类协议，或者若此条款和条件作为此订单附件或在此订单中有明确援引（包括但不限于援引此条款和条件所在的网页地址），则此条款和条件应适用于此订单所载货品及服务的买卖以及此订单，此条款和条件及其任何附件应代替所有先前达成的相关书面或口头协议或协定。除非各方签署书面文件，否则此订单不得变更或修改。含有印刷版签名和/或印刷版签字栏的电子邮件通信不构成本条所述的书面文件。除非宣称弃权的一方代表书面签署，否则不得把作为或不行使权利推定为任何弃权，且任何弃权均无效力。买卖双方意图此订单被解释为不包含任何不利于买方理解或释义的规则，此订单由买方代表起草。此条款和条件以及此订单应被解释为单一协议；然而，若有无法调和的冲突之处，应以此条款和条件为准。

3. Changes. Buyer may, by written notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of any goods or services. Only authorized Buyer procurement representatives may issue changes to the Purchase Order. If any change causes an increase or decrease in the cost of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and the Purchase Order will be modified in writing by Buyer accordingly. Any claim for adjustment under this Section may at Buyer's option, be deemed to be waived unless asserted in writing, including the amount of the claim, and delivered to Buyer within ten (10) days from the date of the receipt by Seller of the Buyer-directed change to the Purchase Order. Notwithstanding any

disagreement between the parties regarding the impact of a change, Seller will proceed diligently with its performance under the Purchase Order pending resolution of the disagreement.

3. 变更。买方可通过书面通知，指示变更图纸、设计、规格、运输或包装方式、数量或任何货品或服务交付时间或地点。仅经授权的买方采购代表可对此订单发布变更。若任何变更导致履行此订单的成本或时间增减，则将对对此订单价格或交付日期（或两者皆有）进行公正的调整，且买方应相应地对此订单进行书面修订。依据本条就任何调整提出的索赔，包括索赔金额在内，可由买方酌情决定视为弃权，除非有书面声明；并且在卖方收到由买方针对此订单指示的变更后十（10）日内，被视为已向买方交付。尽管双方就变更的后果有任何争议，在争议待决期间，卖方将勤勉地依据订单履约。

4. Delivery. TIME IS OF THE ESSENCE WITH RESPECT TO FULFILLMENT OF THE PURCHASE ORDER. Seller will deliver Goods and/or provide the Services on the dates and in the quantities specified in the Purchase Order. Unless otherwise agreed to, delivery of the Goods shall be DDP (Incoterms). Seller will preserve, pack, package and handle Goods ordered by Buyer so as to protect Goods from loss or damage. In the event of any delays to the scheduled delivery date, Seller will notify Buyer of such delay and work diligently to remedy such delay immediately. In the event of any delay in delivery of more than five (5) days, Buyer may, at its sole option, cancel or reschedule the Purchase Order in whole or in part without penalty or liability. No change in the scheduled delivery date or performance will be permitted, unless Buyer has otherwise agreed in writing. Deliveries will be made at the ship-to address designated in the Purchase Order, and title and risk of loss to Goods will pass to Buyer as described on the purchase order document. If the document is silent on the passage of title and risk of loss, then title and risk of loss to Goods will pass to Buyer upon its receipt at the designated ship-to address.

4. 交付。时间对于履行订单而言至关重要。卖方将按此订单所载日期及数量提供货品和/或服务。除非另有约定，货品交付应采取完税后交货（《国际贸易术语解释通则》）。卖方将保存、打包、包装并处理买方所订之货品，以保护货品免于丢失或毁损。若预定交付日期出现任何延迟，卖方将通知买方此类延迟情况，

并勤勉地就该等延迟作出补救。若延迟超过五（5）日或以上的，买方可自行决定撤销或重新确定全部或部分订单，不承担任何处罚或责任。除非买方另有书面同意，预定交付日期或订单履行不得有任何变更。此订单将按所载收货地址交付，货品所有权及灭失风险将按此订单文件之规定向买方转移。若此文件未记载所有权及灭失风险转移，则货品所有权及灭失风险将在买方于所述到货地址验收后转移给买方。

5. Acceptance of Goods. All Goods ordered and shipped hereunder is subject to acceptance by Buyer at the ship-to address designated in the Purchase Order. Buyer will have thirty (30) days after delivery of any Goods to accept or reject Goods (the “Acceptance Period”). Payment for Goods will not constitute an acceptance of the Goods. Acceptance of any Goods will not preclude a subsequent claim with respect to the Goods. If, during the Acceptance Period, Buyer identifies any Goods that do not conform to Buyer’s specifications or instructions or to the Purchase Order (“Nonconforming Goods”), Buyer may, at its sole option, (a) require Seller to correct any Nonconforming Goods by repair, replacement or re-performance, at Seller’s risk and expense, within seven (7) business days after the request of Buyer, (b) return any Nonconforming Goods to Seller, at Seller’s risk and expense, and recover from Seller the price for the Nonconforming Goods, (c) utilize any Nonconforming Goods and require an appropriate reduction in the price for the Nonconforming Goods, or (d) any other remedies available under applicable law. Upon delivery of repaired, replacement or re-performed Goods, Buyer will accept or reject such Goods in accordance with this Section.

5. 货品验收。依据本文件订购和发送的所有货品均需买方于此订单所述之收货地址进行验收。任何货品交付后，买方将有三十（30）日时间接受或拒绝货品（“验收期间”）。支付货品货款将不构成货品的验收。验收任何货品不排除对货品的后续索赔。若在验收期间内，买方确定任何货品不符合买方规格或指示或不符合此订单（“不合格货品”），买方可自行（a）要求卖方应买方要求在七（7）个工作日内，通过维修、替代或重新履行，纠正任何不合格货品；（b）向卖方返还任何不合格货品，风险与费用由卖方承担，且从卖方处获得相关不合格货品的价格补偿；（c）使用任何不合格货品并

要求适当减免不合格货品的价款；或（d）依据相关法律获得任何其它救济。货品经修复、替换或重新履约交付后，买方将按本条规定接受或拒绝此类货品。

6. Continuity of Supply. Seller will provide Goods to Buyer in the quantity and quality ordered by Buyer as set forth in the Purchase Order. In support of this obligation, Seller will adopt and implement commercially reasonable continuity of business plans and procedures.

6. 持续供应。卖方将按买方在此订单中订购的数量及质量提供货品。为支持该义务，卖方将采取和执行商业上合理的持续性业务计划和流程。

7. Design and Process Changes. Seller shall notify Buyer at least 90 days in advance and in writing of all proposed changes to the Goods or their components, including but not limited to changes that affect product form, appearance, fit or function, usable life, shelf life, cost, or any other matter deemed material in Buyer’s sole discretion. Examples of changes include, but are not limited to: (i) composition or source of any raw material; (ii) method of producing, processing or testing; (iii) change in subcontractors for producing, processing or testing; (iv) site of manufacture and (v) labeling. No such change shall be made without Buyer’s prior written consent and nothing herein shall be deemed a waiver of said written consent requirement.

7. 设计及流程变更。卖方应至少提前90日书面通知买方关于货品或其组成部分的所有拟订变更，包括但不限于影响产品形态、外观、安装或功能、使用寿命、保存期限、成本或由买方自行酌情决定视为重要的任何其它事项的变更。变更示例包括但不限于：（i）任何原材料构成或来源；（ii）生产、处理或测试的方式；（iii）生产、处理或测试分包商的变更；（iv）制造地址；和（v）标签。未经买方事先书面同意，不得进行此类变更，且本协议内任何内容均不得视为对上述书面同意要求的弃权。

8. Pricing of the Goods. Pricing for Goods is set forth in the Purchase Order. The pricing includes (a) all taxes except those taxes that Seller is required by law to collect from Buyer, including state or local sales or use tax, (b) all packaging and freight to the ship-to address designated in the Purchase Order, and (c) all customs duties, fees or charges. Sales and

use taxes, if any, will be separately stated in Seller's invoices unless Buyer has indicated in the Purchase Order that Goods ordered is exempt from such taxes. Seller represents and warrants that the pricing is the lowest prices Seller charges for items similar to such Goods, after taking into account differences arising solely from freight or other destination-specific charges. If Seller charges any other person or entity a lower price for items similar to any Goods, Seller will notify Buyer and apply the lower price to Buyer's purchases of such Goods.

8. 货品定价。货品定价规定于此订单。定价包括 (a) 除卖方依法需向买方征税外之外的所有税费, 包括国家或地方销售或使用税; (b) 所有包装费及运送到此订单所载到货地点之运费; 及 (c) 所有关税、费用或手续费。销售税及使用税, 若有, 将于卖方发票内另行注明, 但买方已在订单内表明所订购之货品豁免该等税收的除外。卖方陈述并保证此定价乃卖方关于此货品类似项目收取的最低定价, 已考虑仅由运费或其他目的地具体费用造成的差别。若卖方向任何其他个人或实体针对任何货品类似事项收取更低价格, 卖方应告知买方并针对该等货品适用该更低定价。

9. Invoicing。Seller will invoice Buyer for Goods ordered at the time of shipment. Invoices will be sent to the invoice-to address designated in the Purchase Order, and Buyer will pay invoices as described on the purchase order document. If the document is silent on the payment of invoices, then Buyer will pay invoices within ninety (90) days of the date it receives Seller's invoice. Buyer will have the right to offset against any payments owed by it to Seller, any amounts Seller may owe to Buyer. If any invoice submitted by Seller is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following discovery of the error and the resulting payment or credit will be issued promptly.

9. 开立发票。卖方应于发货之时向买方开立货品发票。发票应寄送至此订单载明的发票地址, 且买方应按此订单文件之规定支付发票。若此文件未规定发票付款内容, 则买方应在收到卖方发票后九十 (90) 日内支付发票。买方有权使用卖方欠款抵销其应向卖方支付的任何款项。若卖方所提供之任何发票被发现错误, 则应对此发票或发现错误后的后续发票进行相应调整, 且应立即支付所造成的费用或货款。

10. Confidential Information。Seller will keep confidential the terms of the Purchase Order and all disclosures made by the Buyer containing business or technical information relating to the subject matter hereof, and Seller will not disclose such information to anyone else nor use it for its separate benefit. This confidentiality obligation will not apply to information that the Seller can show (a) was already known to the Seller at the time of disclosure by the Buyer, without any duty of confidentiality to the Buyer, (b) is disclosed to the Seller by a third party who had the right to make such disclosure without any confidentiality restrictions, (c) is or has become, through no fault of the Seller, generally available to the public, (d) is independently developed by the Seller without access to, or use of, the disclosure, or (e) is required to be disclosed due to legal process, governmental order, government regulation, or like demand; provided that the Seller has, unless legally prohibited, given prior notice to the Buyer of the process, order, or demand in order to provide the Buyer with a reasonable opportunity to oppose the same. This confidentiality obligation will continue for five (5) years from the date of receipt. The Seller will return or destroy, at the Buyer's discretion, the Buyer's business and technical information, and all copies thereof, upon the Buyer's written request and will certify in writing to such return or destruction within thirty (30) days.

10. 保密信息。卖方应对此订单条款及买方作出的含有与本文件标的事项有关的业务或技术信息的任何披露保密, 并且卖方不会向其他人披露该等信息, 或将之用于个人利益。卖方能证明有以下情形之一的信息, 此保密义务不予适用: (a) 在买方披露时, 卖方已经知晓, 且不对买方负有任何保密义务的信息; (b) 由有权进行该等披露且无任何保密限制的第三方向卖方披露的信息; (c) 非因卖方过错而进入或已进入公知领域的信息; (d) 未接触或使用该等披露, 由卖方自主研发的信息; 或 (e) 法律程序、政府命令、政府规则或类似诉求要求披露的信息, 前提是卖方已事先向买方提供有关此流程、命令或诉求的通知, 以使买方有合理机会提出反对意见, 依法禁止的除外。此保密义务自验收之日起持续五 (5) 年。在买方书面要求后, 卖方将应买方要求返还或销毁买方业务或技术信息, 并在三十 (30) 日内提供有关该等返还或销毁的书面证明。

11. Records and Audit. For at least five (5) years from the date of last delivery, Seller will (a) maintain records, documentation and other information suitable to reflect Seller's compliance with the Purchase Order and (b) provide Buyer and its representatives and auditors access to such records, documentation and other information as necessary to audit Seller's compliance with the Purchase Order.

11. 记录和审计。自上一次交付日期起至少五（5）年内，卖方应（a）保存记录、文件及其它可恰当反映卖方符合此订单要求的信息；及（b）提供此类记录、文件和其他审计卖方是否遵守此订单所必需的信息，以便买方及其代表和审计员查阅。

12. Inspection. Upon Buyer's request, Seller will provide Buyer with specific information, in such detail as Buyer may reasonably request, as to the location and method of manufacturing or assembly of Goods. Buyer and its representatives and auditors will have the right, upon prior notice, to visit the location for purposes of inspecting the location and method of manufacturing or assembly of Goods at any stage of manufacture, assembly or delivery.

12. 检查。应买方要求，卖方将按买方可能合理要求的细节，向买方提供关于货品制造或装配地点和方式的具体信息。买方及其代表和审计员将有权在发出事先通知后访问该地点，以便在制造、装配或交付的任何阶段检查货品制造或装配的地点和方法。

13. Warranty. Seller represents and warrants to Buyer and each of its parent companies, subsidiaries and affiliates and to its and their respective officers, directors, employees, agents, personnel, customers and end users (collectively, "Buyer Warrantees") that Seller has the right, authority, experience and ability to enter into the Purchase Order and to perform its obligations hereunder, and that such performance will not violate any other agreement or understanding by which Seller is bound.

13. 保证。卖方陈述并向买方及其任一母公司、子公司、关联公司以及其各自高管、董事、职员、代理、员工、客户和终端用户保证（统称为“买方保证”），卖方具有签订此订单并履行其本文件下义务的权力、权限、经验及能力，且此类履约将不会违反卖方所受限的任何其它协议或协定。

#### 14. Goods and Services Warranty.

#### 14. 货品和服务保证。

14.1 Goods: Seller represents and warrants to the Buyer Warrantees that, on the date of delivery of Goods to Buyer and for the longer of Seller's standard warranty period and the period of one (1) year from the date of delivery (the "Warranty Period"), all Goods, including all repaired, replacement and re-performed Goods, and the materials incorporated into all Goods will: (a) be free from defects in material, workmanship, manufacture and design; (b) conform to Buyer's specifications and instructions; (c) be merchantable, be fit for the intended purpose and operate as intended; (d) comply with all applicable industry standards and all applicable laws, rules, regulations, approvals and orders, including the laws regarding slavery and human trafficking of the country or countries in which Buyer and Seller do business; (e) be new and unused; and (f) be free and clear of all liens, claims, security interests and other encumbrances. In the event of a breach of the foregoing warranty which occurs during the Warranty Period, Buyer may, at its sole option, (a) require Seller to correct Goods that do not conform to the warranty by repair, replacement or re-performance, at Seller's risk and expense, within seven (7) business days after the request of Buyer, (b) return Goods that do not conform to the warranty to Seller, at Seller's risk and expense, and recover from Seller the price for such Goods, (c) utilize Goods that do not conform to the warranty and require an appropriate reduction in the price for such Goods, or (d) seek any other remedies available under applicable law.

14.1 货品。卖方陈述并向买方保证，在向买方交付货品之日，在卖方标准保修期及自交付日期起一（1）年（两者间时间较长）（“保修期”）内，包括所有经修复、替换及重新履约货品在内的所有货品，以及构成所有货品的材料：

（a）不存在材料、工艺、制造和设计上的任何瑕疵；（b）符合买方规格及指示；（c）乃适销产品、可用于指定目的并可按本来的用途运行；（d）符合所有适用行业标准及所有适当法律、法规、规章、批准和订单，包括买卖双方经营业务所在国家内关于贩卖奴隶和人口的法律；（e）系新购置、且未经使用；及（f）不存在任何留置、索赔、担保物权和其他产权负担。若在保修期内出现违反上述保证的情形，

买方可自行 (a) 要求卖方应买方要求在七 (7) 个工作日内, 通过维修、替代或重新履行更正任何不符合保证的货品; (b) 向卖方返还任何不符合保证的货品, 风险与费用由卖方承担, 且从卖方处获得相关货品的价格补偿; (c) 使用任何不符合保证的货品并要求适当减免此类货品的价款; 或 (d) 依据相关法律寻求任何其它救济。

14.2 Services: Seller warrants that (a) any Services, including installation, design and engineering services provided pursuant to the Purchase Order will be performed in a professional manner in accordance with the practices and high professional standards used in well-managed operations performing services similar to the services, (b) it will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the Services, (c) that only new materials will be used in connection with the Services to be provided under the Purchase Order. Seller will re-perform any defective Services, provided Seller notifies Buyer of any defective Service for one (1) year from the date of acceptance of such Services by Buyer. The foregoing will be in addition to any indemnification obligation of Seller under the Purchase Order.

14.2 服务: 卖方保证: (a) 任何服务, 包括依据此订单提供的安装、设计和工程服务在内, 将以专业的方式、按照管理良好的运营中履行类似服务的实践及高水平标准予以履行; (b) 其将使用适当数量的, 经过恰当服务履行培训、教育、经验和技能的合格人员; (c) 在按照此订单提供服务中, 将仅使用新材料。若在买方验收此服务之日起一 (1) 年内卖方通知买方存在任何瑕疵服务, 卖方将重新履行任何瑕疵服务。前述条款将附加于卖方在此订单下的任何赔偿义务。

15. Intellectual Property. Buyer shall own all intellectual property and tangible work product conceived, created, acquired, or first reduced to practice in connection with the Purchase Order ("Purchase Order Intellectual Property"). Seller shall disclose to Buyer all Purchase Order Intellectual Property. If not expressly required to be delivered in the Purchase Order, Seller shall deliver to Buyer all Purchase Order Intellectual Property upon written request from Buyer. Seller hereby irrevocably assigns and promises to assign

to Buyer all right, title and interest to all Purchase Order Intellectual Property. Seller agrees to do all things reasonably necessary to enable Buyer to secure and perfect Buyer's Purchase Order Intellectual Property rights, including, without limitation, executing specific assignments of title in Purchase Order Intellectual Property by Seller to Buyer and cooperating with Buyer at Buyer's expense to defend and enforce Buyer's rights in any such Purchase Order Intellectual Property. All Purchase Order Intellectual Property shall be considered Buyer's Proprietary Information (defined hereinafter). Seller agrees that, for any works of authorship created by Seller or any employees or any others used by Seller in the course of the Purchase Order, those works that come under one of the categories of "Works Made for Hire" in Section 16 of the Copyright Law of the PRC shall be considered "Works Made for Hire." For any works of authorship that do not come under such categories, Seller, warranting that it has the right to do so, hereby assigns and promises to assign all right, title, and interest to any copyright in such works to Buyer and will execute, or cause to be executed at Buyer's expense, any documents required to establish Buyer's ownership of such copyright.

15. 知识产权。买方应享有构想、创建、获取或首次应用的与此订单有关的所有知识产权和有形工作成果。卖方应向买方披露所有订单的知识产权。若此订单未明确要求交付, 在买方书面要求后, 卖方应向买方交付所有订单知识产权。卖方特此不可撤销地转让并承诺向买方转让所有订单知识产权的所有权利、所有权和权益。卖方同意采取所有合理必要的措施, 以确保买方获得并完成买方订单知识产权, 包括但不限于卖方向买方转让特定的订单知识产权所有权, 并配合买方 (费用由买方承担) 保护并执行买方在任何此类订单知识产权内的权利。所有订单知识产权应被视为买方专有信息 (定义如下)。卖方同意, 对于在此订单期间由卖方或任何员工创造的任何作品或由卖方使用的任何其他内容, 属于《中华人民共和国著作权法》第16条“职务作品”类别之一的作品应被视为“职务作品”。对于不符合此类别的任何作品而言, 卖方保证其有此创作权利, 特此转让并承诺向买方转让此类作品任何版权的所有权利、所有权及权益, 并签署或促使签署 (费用由买方承担) 确立买方对此版权所有权所需

的任何文件。

16. **Infringement Warranty.** Except to the extent that the Goods are made to Buyer's design or specifications and Buyer's design or specification is the cause of the infringement, Seller represents and warrants to the Buyer Warrantees that all Goods, including all repaired, replacement and re-performed Goods, and the process or processes of manufacture of all Goods will not: (a) infringe any patent, copyright, or trademark rights; (b) unlawfully disclose, use or misappropriate any trade secret rights; or (c) violate any other third party intellectual property rights. If an injunction or restraining order is issued, or if Buyer is otherwise unable to use any Goods, Seller will, at its risk and expense, (w) obtain for Buyer the right to continue using or possessing Goods, (x) modify Goods to cure any infringement, unlawfulness or violation; provided such modification does not adversely affect Buyer's use of Goods or (y) replace Goods with a substantially similar item which is free of any infringement, unlawfulness or violation. The foregoing will be in addition to any indemnification obligation of Seller under the Purchase Order.

16. **侵权保证。**除非货品是按买方设计或规格制造，且因买方设计或规格而导致侵权的，卖方陈述并向买方被保证人保证，所有货品，包括所有经修复、替换和重新履行的货品，及所有货品制造流程或程序在内，没有：(a) 侵犯任何专利、版权或商标权利；(b) 违法披露、使用或误用任何商业秘密权；或(c) 违反任何其他第三方知识产权。若已下发禁令或限制令，或者若买方无法使用任何货品，卖方将自担风险、并自费用，(w) 向买方提供继续使用或处理货品的权利；(x) 变更货品以补救任何侵权、违法或违约的情况；但此类变更不得对买方使用货品造成不利影响；或(y) 利用没有任何侵权、违法或违约的基本类似物品替换货品。前述条款将附加于卖方在此订单下的任何赔偿义务。

17. **Indemnification.** Seller will, at its expense, indemnify, defend and hold Buyer and each of its parent companies, subsidiaries and affiliates and its and their respective officers, directors, employees, agents, personnel, customers and end users (collectively, "Buyer Indemnitees") harmless, from any and all loss, damage, liability,

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demand, claim, cost or expense, including attorneys' fees, and the cost of settlement, judgment or verdict incurred by or demanded from any of the Buyer Indemnitees arising out of, resulting from or in consequence of Seller's negligence, willful misconduct or breach of the terms of the Purchase Order, including breach of any of Seller's warranties. In no event will Seller enter into any settlement without Buyer's prior written consent.

17. **赔偿。**卖方应(费用自担)赔偿、保护并使买方及其任一母公司、子公司及关联公司及其各自高管、董事、职员、代理、员工、客户及终端用户(统称“买方被赔偿人”)免于因卖方疏忽、故意行为不当或违反包括任何卖方保证在内的此订单条款而造成的任何损失、损害、责任、诉求、成本或费用(包括律师费、和解费)、任何买方被赔偿人引起或请求的判决或裁定。未经买方事先书面同意，卖方不得签订任何和解协议。

18. **Insurance.** Seller, at its expense, agrees to secure and carry as a minimum the following insurance with respect to all Goods to be produced and Services to be performed under the Purchase Order for the duration of the Purchase Order: (i) Workers' Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of the equivalent of US\$1,000,000 for any one occurrence; (ii) Commercial General Liability Insurance including Premises Liability and Contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of the equivalent of US\$5,000,000 for any one occurrence; (iii) if Seller's vehicles are used on Buyer's premises and/or used to accomplish work under the Purchase Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a combined single limit of the equivalent of US\$2,000,000 for any one occurrence; (iv) if Seller or its subcontractors have Buyer's materials or equipment in its care, custody or control, Seller shall have and maintain All-Risk Property Insurance in an amount sufficient to meet or exceed the value of such material; (v) if Seller is performing

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professional services on behalf of Buyer, Seller shall maintain Professional Liability Insurance with a limit of no less than the equivalent of US\$2,000,000; and (vi) if Seller is rendering computer, coding or information technology services and/or technology products on behalf of Buyer, Technology Errors and Omissions Liability Insurance with a limit of not less than \$2,000,000 per claim, which insurance shall include, at a minimum, coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render such services and products, computer or information technology services and technology products. The insurance coverages described above, shall name Buyer as an additional insured, shall be in form satisfactory to Buyer, and shall contain a provision prohibiting cancellation or material change except upon at least 10 days' (7 days' in the case of War Risks Insurance) prior notice to Buyer. All such insurance policies will be primary in the event of a loss arising out of Seller's performance of work and shall provide that where there is more than one insured the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured and shall operate without right of contribution from any other insurance carrier by Buyer. If Buyer requests, Seller will provide to Buyer certificate(s) of insurance evidencing the coverage and limits required under this Section. In no event will the coverage or limits of any insurance required under this Section be deemed to limit or diminish Seller's obligations or liability to Buyer under the Purchase Order.

18. 保险。卖方同意（费用自担）就依据订单生产和履行的所有货品和服务在订单期间内至少投保以下保险：（i）工伤补偿险，包括备选雇主批单，依据美国、外国、州或其他工作地或任何部分工作所在地政府部门法律，投保充分金额，以及雇主责任险，每起事故最低理赔金额等价于1,000,000美元；（ii）商业综合责任险，包括场所责任和合同责任，其中在任一起事故中，财产损失和人身伤害的责任限额，包括意外死亡在内，应属于合并单一总限额，最低相当于5,000,000美元；（iii）若在买方场所使用卖方车辆和/或将卖方车辆用于完成此订单下的工作，或代表买方以其它方式使用卖方车辆，则应投保机动车责任险，其中在任一起事故中，财产损失和人身伤害的责任限额，包括意外死亡在内，应属于合并单一总限额，相当于2,000,000美元；（iv）若卖方或其分包商护理、保管或管理买方材料或等价物，卖方应以满足或超过此材料价值的金额投保财产综合险；

（v）若卖方正代表买方履行专业服务，卖方应投保职业责任险，限额不超过相当于2,000,000美元。及（vi）若卖方正在代表买方提供计算机、代码或信息技术服务和/或技术产品，则应投保技术错误和过失责任险，每起索赔限额不超过2,000,000美元，此保险范围应最低包括在提供或未能提供此类服务和产品、计算机或信息技术服务和/或技术产品时因错误、疏忽或过失行为而造成的责任。前述保险范围应将买方列为被保险人，采取买方满意的形式，并应包括禁止撤销或重大变更的条款，但提前至少10天通知买方（若为战争险保险，则至少提前7天）的除外。所有该等保单在因卖方履行工作导致损失时至关重要，并应规定若被保险人超过一人，除责任限制外，此保单应视为对每一位被保险人的单一保单，且不存在对买方任何其他保险公司的分摊请求权。若买方要求，卖方将向买方提供保险凭证，证明本条下要求的保险范围和限额。本条下任何保险的范围和限额均不得视为限制或削弱卖方在此订单下对买方的义务或责任。

19. Termination for Convenience. Buyer may terminate the Purchase Order in whole or in part at any time for its sole convenience upon ten (10) days' prior written notice. If Buyer terminates for its convenience, Buyer's sole liability to Seller, and Seller's sole and exclusive remedy, is payment for (i) Goods received and accepted by Buyer before the date of termination, (ii) Goods ordered, but not received by Buyer before the date of termination, subject to Buyer's acceptance of such Goods, and (iii) Services actually completed through the effective date of the termination.

19. 任意终止。买方在提前十（10）日书面通知后，可于任意时间自行终止全部或部分订单。若买方任意终止，买方对卖方的唯一责任和卖方的唯一和排他性补救，是支付（i）买方在终止日期之前收到和验收的货品；（ii）买方在终止日期之前预订但未收到的货品，符合买方对于此类货品的验收；及（iii）在终止生效日期之前实际完成的服务。

20. Termination for Cause. Either party may terminate the Purchase Order in whole or in part at any time for cause in the event the other party commits a material breach of any of its obligations, which the breaching party fails to cure within thirty (30) days after receiving written notice of such breach from the non-breaching party.

20. 有理由终止。若另一方实质违反其任一



义务，且违约方未能在收到未违约方书面通知后三十（30）日内补救的，各方可于任意时间有理由终止全部或部分订单。

**21. Work on Premises.** If Seller's performance of Services or delivery or installation of Goods involves operations by its employees or subcontractors on Buyer's premises or the premises of a customer of Buyer, then (a) Seller shall at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with all fire prevention, health, environmental and safety rules and regulations in force at the premises, (b) Seller shall comply with any special work conditions that are attached to the order, and (c) Seller's performance of the services shall not interfere with Buyer's use of the premises or pose any danger to Buyer's employees or invitees. Seller acknowledges that Buyer's premises or the premises of Buyer's customers may contain moving machinery, high pressure and high heat elements, and high levels of noise. Seller assumes the risk for itself and on behalf of its employees, or subcontractors or other representatives of entering such an environment and releases Buyer and each of its parent companies, subsidiaries and affiliates and its and their respective officers, directors, employees, agents, invitees, and licensees from any claims, losses, expenses (including attorney's fees), interest, damages and liabilities suffered by Seller as a result of such visit.

21. 在场所工作。若卖方履行的服务或交付或安装的货品包含其员工或分包商在买方场所或买方客户场所进行操作，则（a）卖方应始终保持所有活动参与人员在场所内遵纪守法、井然有序，并应促使其遵守场所内生效的所有防火、健康、环境和安全的规章制度，（b）卖方应遵守此订单所附的任何特殊工作条件，且（c）卖方履行服务不应干扰买方使用场所或对买方员工或访客造成任何危险。卖方已知晓买方或买方客户的场所可能存在移动机械、高压和高温元素、以及高水平的噪音。卖方自行承担风险，并代表进入这种环境的雇员，分包商或其他代表，免除买方及其母公司，子公司和关联公司及其各自的高级职员，董事，雇员，代理商，受邀人以及被许可人因此类访问而遭受的任何索赔，损失，费用（包括律师费），利息，损害赔偿和责任。

**22. Independent Contractors.** The Purchase Order is not intended by the parties to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind. Each party will act as an independent contractor, and neither will act as an

agent of the other for any purpose. Neither party has the authority to assume or create any obligation, express or implied, on behalf of the other.

22. **独立缔约方。** 双方签订此订单并未构成、创设、实行或以其它方式认可任何类型的合资、合伙或正式的商业组织形态。各方均为独立缔约方，且出于任何目的，均不会以另一方之代理身份行事。各方均无权代表另一方承担或创设任何明示或默示义务。

**23. Notices.** Any disclosures or notices required or permitted hereunder will be in writing and will be deemed effectively given upon receipt of such disclosures or notices by the receiving party. Such disclosure or notices will be given by personal delivery, certified mail with postage prepaid and return receipt requested, or prepaid delivery using a recognized private courier, to each party at its address set forth in the Purchase Order. Disclosures or notices given to Buyer will be copied to TekniPlex, Inc., 460 E. Swedesford Road, Suite 3000, Wayne, PA 19087, Attention: Legal Department.

23. **独立缔约方。** 双方签订此订单并未构成、创设、实行或以其它方式认可任何类型的合资、合伙或正式的商业组织形态。各方均为独立缔约方，且出于任何目的，均不会以另一方之代理身份行事。各方均无权代表另一方承担或创设任何明示或默示义务。

**24. Assignment.** The Purchase Order may not be assigned (by operation of law or otherwise) or transferred, in whole or in part, by either party without the prior written consent of the other party; provided, however, that Buyer will be entitled to assign the Purchase Order, without the prior written consent of Seller, to any of its parent companies, subsidiaries or affiliates or to any successor to its business (or to the business unit within Buyer that is the primary user of purchased hereunder) pursuant to a merger, consolidation, sale of assets or otherwise, if such successor assumes Buyer's obligations hereunder. Except as specifically provided herein, the Purchase Order is not intended to and does not create any rights in favor of any person or entity not a party hereto.

24. **转让。** 未经另一方事先书面同意，任何一方不得（依法或依其它方式）全部或部分转让或转移此订单；但买方将有权向其母公司、子公司或关联公司或因兼并、合并、资产买卖或其他方式导致的任何业务（或买方关于此订单主要使用者的业务部门）继受者转让此订单，如果此继受者承担本文件下的买方义务的话，无需卖方事先书面同意。除本文件明确规定外，

此订单并不旨在且不创设有利于并非作为本文件一方的任何个人或实体的任何权利。

**25. Choice of Law.** (1) If both Buyer and Seller are entities registered in the PRC, the Purchase Order, and all transactions hereunder, will be construed and interpreted in accordance with the laws of the PRC without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on Contracts for the International Sale of Goods; or (2) If Seller is not an entity registered in the PRC, the Purchase Order, and all transactions hereunder, will be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, U.S.A. without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on Contracts for the International Sale of Goods.

**25. 法律选择。** (1) 若买卖双方是在中华人民共和国境内注册的实体，则此订单及本文件下的所有交易，将按照 中华人民共和国 法律解释或释义，不考虑或适用关于法律冲突的原则或法律，并排除《联合国国际货物销售合同公约》，或 (2) 若卖方并非是在中华人民共和国境内注册的实体，则此订单及本文件下的所有交易，将按照 美国 宾夕法尼亚州法律解释或释义，不考虑或适用关于法律冲突的原则或法律，并排除《联合国国际货物销售合同公约》。

#### **26. Dispute Resolution.**

##### **26. 争议解决。**

**26.1** If both Buyer and Seller are entities registered in the PRC, the Purchase Order, any dispute arising out of or related to the Purchase Order and all transactions hereunder shall be settled by arbitration administered by the China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**26.1** 若买卖双方是在中华人民共和国境内注册的实体，则本订单、因本订单产生或与之有关的任何争议及本文件下的所有交易，应由中国国际经济和贸易仲裁委员会 (CIETAC) 上海分会按照CIETAC在仲

裁适用时生效的仲裁规则予以解决，并且不服仲裁员作出的裁决可提交至任何对其有管辖权的法院。

**26.2** If Seller is not an entity registered in the PRC, any controversy or claim out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with its International Arbitration Rules. The number of arbitrators shall be three. The place of the arbitration shall be New York, New York, the United States of America. The language of the arbitration shall be English.

**26.2** 若卖方并非是在中华人民共和国境内注册的实体，任何因此协议产生或与之有关的纠纷或索赔，或与此有关的违约，应由国际争议解决中心 (ICDR) 按照其仲裁规则予以仲裁解决。仲裁员人数为三人。仲裁地点应为美国纽约州纽约市。仲裁语言应为英语。

**26.3** If Buyer and Seller mutually agree to participate in alternative dispute resolution, Seller agrees that all alternative dispute resolution proceedings shall take place in New York, New York.

**26.3** 若买卖双方相互同意参与替代性纠纷解决机制，卖方同意所有替代性纠纷解决机制程序应在纽约州纽约市进行。

**27. LIMITATION OF DAMAGES. TIME PERIOD TO COMMENCE ACTION.** BUYER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF SELLER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR SELLER'S ATTORNEY FEES. EXCEPT FOR ANY ACTION RELATED TO DISCREPANCIES IN AMOUNTS PAID OR DEDUCTED, WHICH ACTIONS MUST BE BROUGHT WITHIN 180 DAYS OF THE DATE OF SUCH PAYMENT OR DEDUCTION, ANY ACTION AGAINST BUYER ARISING OUT OF THE PURCHASE ORDER INCLUDING THESE STANDARD TERMS AND CONDITIONS MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES.

**27. 损害赔偿的限制提起诉讼的时限。** 对于卖

方的任何附带性、结果性、间接或任何其他特殊损害赔偿，包括但不限于利润损失或卖方律师费，买方概不负责。除任何有关付款或扣款金额纠纷的诉讼（此诉讼必须于此类付款或扣款发生之日起180日内提出）外，因包括此标准条款和条件在内的此订单而产生的针对买方的诉讼，必须在产生该诉求后一（1）年内提出。

28. **Set Off.** Buyer shall have the right to setoff any sums due to Seller under any Purchase Order against any sums due from Seller to Buyer for damages, refunds or otherwise, whether or not those sums are due to Buyer under that Purchase Order.

28. **损害赔偿的限制提起诉讼的时限。**对于卖方的任何附带性、结果性、间接或任何其他特殊损害赔偿，包括但不限于利润损失或卖方律师费，买方概不负责。除任何有关付款或扣款金额纠纷的诉讼（此诉讼必须于此类付款或扣款发生之日起180日内提出）外，因包括此标准条款和条件在内的此订单而产生的针对买方的诉讼，必须在产生该诉求后一（1）年内提出。

29. **Rights and Remedies.** All of Buyer's rights and remedies set forth in the Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Buyer at law, in equity or otherwise.

29. **权利和救济。**订单所述的所有买方权利和救济不应以任何方式限制普通法、衡平法或其他法律可能对买方适用的任何其它权利和救济。

30. **Survival.** All provisions of the Purchase Order which by their nature should apply beyond the term of the Purchase Order will remain in force after any termination or expiration of the Purchase Order, including those provisions addressing indemnification, insurance, warranty, confidentiality, records, audit, survival, choice of law and dispute resolution.

30. **继续有效。**订单的所有条款依其性质在订单期限到期之后应予适用的应在订单终止或到期后继续生效，包括涉及赔偿、保险、保证、保密、记录、审计、存续、法律选择和争议解决的条款。

31. **Records.** Seller shall maintain complete and accurate records of all transactions and activities of Seller that relate to Seller's sales of goods and services under the Purchase Order and shall permit Buyer and its agents, upon reasonable prior notice, to enter Seller's premises during Seller's normal PO T&C – rev 02/18/2021

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business hours to inspect the facility and those records that are reasonably asked for and are reasonably available, to the extent that Buyer believes in good faith that an inspection and/or audit of the facility and/or records is necessary to determine whether Seller is complying or has complied with its obligations under the Purchase Order.

31. **记录。**卖方应保留所有交易以及与卖方依据订单所售货品和服务有关的活动之完整、准确记录，并应允许买方及其代理在合理事先通知后，在卖方正常营业时间内进入卖方场所检查设施及合理要求且合理可用的该等记录，如果买方出于善意认为检查和/或审计设施和/记录对于确定卖方是否遵守或已经遵守其订单下义务确有必要的话。

32. **Compliance with Laws and Integrity.** Seller will comply with all applicable laws, rules, regulations, approvals and orders, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the California Transparency in Supply Chains Act of 2010, Chinese anti-bribery laws and all import and export control laws and regulations, in performing the Purchase Order. Seller will maintain and comply with an integrity and compliance program effective in preventing and correcting ethical violations and in maintaining compliance with all applicable laws, rules, regulations, approvals and orders, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the California Transparency in Supply Chains Act of 2010, Chinese anti-bribery laws and all import and export control laws and regulations. Seller acknowledges that Buyer has established a Supplier Code of Conduct that can be found at <http://www.tekni-plex.com/about/suppliers>. Seller agrees to comply with the principles set forth in Tekni-Plex's Supplier Code of Conduct and to encourage its vendors and suppliers to comply.

32. **符合法律和廉洁。**卖方应在履行订单时遵守所有适用法律、法规、规章、批准和命令，包括美国《海外反腐败法》、英国《反腐败法》、加利福尼亚州《2010年供应链透明度法案》、中国《反腐败法》和所有进出口控制法律和法规。卖方应保持和遵守现行适用的廉洁及合规计划，防止和改正违反伦理道德的情形、并保持遵守所有适用法律、法规、规章、批准和命令，包括美国《海外反腐败法》、英

国《反腐败法》、加利福尼亚州《2010年供应链透明度法案》、中国《反腐败法》和所有进出口控制法律和法规。卖方承诺买方已制定供应商行为准则，详见于 <http://www.tekni-plex.com/about/suppliers>。卖方同意遵守Tekni-Plex供应商行为准则所述的原则，并鼓励其销售商和供应商遵守。

33. Severability. If any term or provision of the Purchase Order will for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof, and

the Purchase Order will be interpreted and construed as if such term or provision, to the extent the same will have been held to be invalid, illegal or unenforceable, had never been contained herein.

33. 可分割性。若此订单的任何条款和条件，出于任何理由在任何方面被判定为无效、非法或不可执行，则该等无效、非法或不可执行的情形不影响任何本协议其他条款或条件，并且在此条款和条件被判定为无效、非法或不可执行的范围内，此订单应被解释为不包含该等条款或条件。

ACKNOWLEDGED AND AGREED/已了解并接受本协议所有条款:

Seller/卖方:

By: \_\_\_\_\_

Name:

Title:

Date: