

Welcome to the web site hosted by Masco purchasing for its business units. Thank you for the reviewing the purchase order that has been transmitted (via facsimile, e-mail or other electronic means) to you. The terms and conditions detailed herein are applicable to the purchase order issued by the buyer and by accepting the purchase order you agree that you have read, understand, and agree to be bound by these terms and conditions. In view of our common goals and objectives of consistently delivering high quality products to our customers, we both agree that the following terms and conditions govern the purchase and delivery of parts, goods, materials and services from you.

欢迎访问Masco purchasing为下属业务部门主办的网站。感谢您审阅我们为您发送（通过传真、电子邮件或其他电子方式）的采购订单。在此详细列出的条款与条件适用于买方所签发的采购订单，通过接受采购订单，您即承认已经阅读、理解这些条款和条件并同意受其约束。我们的共同目标是持续向客户提供高质量的产品，我们双方均同意以下条款与条件，并用以管理向您采购或由您交付的部件、产品、材料和服务的事宜。

**PURCHASE ORDER TERMS AND CONDITIONS
FOR MASCO COMPANIES
FOR PURCHASES FROM CHINESE SUPPLIERS
MASCO各个公司
向中国供应商采购的
采购订单的条款与条件**

These terms and conditions (these "Terms") are issued on behalf of the Masco company identified on the purchase order as the "buyer" (which will be referred to as "us," "our" or "we" in these Terms). These Terms will apply to all purchase orders issued to you as the seller for parts, goods, materials and services ("Supplies"), whether written, faxed or electronically transmitted to you. These Terms, purchase orders and other associated purchasing documents that may apply in particular transactions will be valid without signature if issued by us through our computer system or other electronic means. These Terms can be found at www.mascopurchasing.com. These Terms may hereafter be revised, from time to time, by us. If we do so, we will post the revisions on this web site. General revisions to these Terms that are made after the effective date shown on a purchase order are binding on both of us.

这些条款和条件（简称“条款”）是代表Masco公司发布的，该公司在采购订单中被称为“买方”（在这些条款中将被称为“我们”、“我们的”、“我方”）。这些条款将适用于为您，即部件、产品、材料和服务（“供应品”）的销售方所发出的所有采购订单，无论此采购订单是以书面方式、传真或电子传送方式交给您。对于某些特殊交易中适用的条款、采购订单和其他相关的采购文件，如果是我们通过自己的计算机系统或其他电子方式发出的，则无须签名也将有效。这些条款可以在网站www.mascopurchasing.com内取得。我们可能随后对这些条款进行不定时的修改。如果我们这样做，则会在网站上发布修订本。在采购订单上所显示生效日起之后对这些条款所作的一般性条款修订对我们双方都有约束力。

1. Acceptance.

接受。

1.01 Applicable Terms. Any purchase order we issue is our offer limited to these Terms and those terms reflected on our purchase order. Our issuance of a purchase order is not an acceptance of any offer to sell or quotation you may have provided to us. Any reference to your offer to sell or quotation is solely for the purpose of incorporating the description and specifications of the Supplies ordered to the extent that such description and specifications do not conflict with the description and specifications on the purchase order we issue.

1.01 适用条款。 我们发出的任何采购订单都是我们在“条款”以及我们的采购订单上反映的条款限制下的出价。我们发出采购订单并不表明我们接受您已为我们提供的任何销售出价或报价。任何提及您的销售出价或报价的任何内容，其目的仅仅是在此类内容描述与产品规格与我方发出采购订单上的内容描述和产品规格不发生冲突的范围内，引述所采购供应品的内容描述与产品规格。

1.02 Formation of Contract. Any conduct by you that recognizes the existence of a contract pertaining to the subject matter of a purchase order will constitute your acceptance of our purchase order and all of these Terms. Any terms or conditions proposed in your acceptance of this offer that add to, vary from or conflict with any of these Terms are deemed to be material and are hereby objected to and rejected. If our purchase order is deemed an acceptance of your prior offer, then our issuance of a purchase order will constitute an acceptance of such offer subject to the express condition that you agree to any of these Terms that are additional to or different from any terms and conditions in your offer. You acknowledge that except as otherwise provided in these Terms, our purchase order, together with these Terms (as they may be amended from time to time as set forth in Section 1.03 below), constitutes the entire agreement between us with respect to the subject matter of such purchase order. In order to expedite our transactions, you will be deemed to have so agreed and acknowledged unless you expressly notify us to the contrary in writing within five (5) days of your receipt of our purchase order.

1.02 合同的成立。在有关采购订单的主题事项方面，如果您有认可存在某一合同的任何行为，则将会被视为您接受我们的采购订单以及所有“条款”。对于您在接受此出价时所提出的任何条款或条件，如果它们对任何“条款”有所添加、偏离或冲突，则应被视为实质性质并在此明确反对和拒绝。如果我们的采购订单被视为对您先前出价的接受，则我们所发出的采购订单将构成对此类出价的接受，但一个明确的条件是您同意这些“条款”，无论这些“条款”是您出价中提及的条款条件的补充还是与之不同。您承认，除非这些“条款”另有规定，我们的采购订单与这些“条款”（它们可能会不定时修订，如以下1.03节所规定）一同构成我们之间在此采购订单项下的完整协议。为了加快我们之间的交易，除非您在接到我们的采购订单之后五（5）日之内以书面方式明确通知我方所反对的事宜，将视为您同意和认可。

1.03 Changes to Terms. Except for general revisions to our Terms we may make from time to time, any change to or waiver of any of these Terms binds us only if it is in a separate writing signed by our highest ranking purchasing executive.

1.03 条款修改。除我们可能会不定时对条款所作的一般性修订之外，任何“条款”修改，或对任何约束我们的“条款”提出弃权，仅在我方最高级别的采购主管另行签署书面文件时才对我们具有约束力。

1.04 Additional Terms; Compliance with Policies. You agree that if the Supplies include construction, installation or repair services on our premises, the Supplementary Terms and Conditions for Purchase Orders Issued for Construction, Installation or Repair Work to be Performed on our Premises, also available on www.mascopurchasing.com, will also apply to your provision of the Supplies. You further agree that, if the Supplies include the provision of services on any Masco or Masco affiliate property, you will be bound by the Contractor Safety & Environmental Policy available on www.mascopurchasing.com, and will execute the accompanying Contractor Acknowledgement prior to performing such services.

1.04 额外条款；政策合规。您同意，如果供应品中包含在我方物业上进行构建、安装或维修服务，则为我方物业上从事的构建、安装或维修作业所发出采购订单的补充条款和条件（可以通过网站www.mascopurchasing.com查看这些条款），也将适用于您提供的供应品。您进一步同意，如果供应品中包含在任何Masco或Masco附属物业上提供的服务，则您将受到承包商安全与环境政策的约束（此政策在网站www.mascopurchasing.com上提供），并在从事此类服务之前签署附带的承包商确认书。

1.05 Electronic Signature. Unless we otherwise expressly agree in a separate writing, our electronic signature shall not constitute acceptance of your terms and conditions.

1.05 电子签名。除了我们另行采用书面方式明确同意之外，我们的电子签名不应被视作对您的条款和条件的接受。

1.06 Earlier Agreements. Written agreements entered into with you relating to the Supplies, such as a Non-Disclosure Agreement, Bailment Agreement, Long-Term Supply Agreement, Consignment Agreement or Rebate Agreement are referred to as “Earlier Agreements.” If any such agreement is in effect as of the date of issuance of a purchase order, it will continue to apply after a purchase order has been issued. The provisions of any such Earlier Agreement shall be construed, to the extent possible, as

consistent with these Terms and as cumulative; provided, however, that if such construction is unreasonable the terms and conditions of any such Earlier Agreement shall control unless otherwise set forth on the face of the purchase order or in a writing signed by the parties.

1.06 早期协议。与您签署的与供应品有关的书面协议，如无披露协议、寄托保管协议、长期供应协议、寄售协议或返款协议等都被称为“早期协议”。如果在采购订单发出之日有任何此类协议生效，则它将在采购订单发出之后继续适用。任何此类早期协议中的条款都应当在尽可能的程度上被解释为与本协议条款保持一致并作为其累积条款；然而，如果此类解释不合理，则任何上述早期协议中的条款和条件应当优先适用，除非在采购订单内预先规定或双方以书面签署方式另行规定。

2. Purchase and Sale.

2. 采购与销售。

2.01 Purchase of Supplies. You will provide the Supplies as shown on our purchase order. If no quantity is indicated, we will issue releases to specify the quantities and types needed and delivery locations, times and dates. The releases will indicate the extent to which we are committed to make purchases from you.

2.01 供应品的采购。您将按照我们采购订单所示来提供供应品。如果没有指定数量，我们将发出通知，在其中指定所需的类型和数量，以及交付地点、时间和日期。该通知将指明我们承诺向你方采购的范围。

2.02 Forecasts. We may provide you with estimates, forecasts or projections of our future volume or quantity requirements for the Supplies which are for informational and planning purposes only and are not binding on us. We make no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any volume projection.

2.02 预测。我们可以为您提供我们对未来供应品数量要求的估计、预测和计划，它们仅为着提供信息和进行规划的目的，对我们没有约束力。我们对任何数量计划不做任何种类或性质的表示、保证、担保或承诺，无论其为明示或暗示。

3. Changes. We may change our purchase order for the Supplies at any time without penalty, but with written notice to you. Some examples of these changes include changes to quantities, destinations, specifications, drawings, designs, or delivery schedule. You will make all changes we request. You may not make any changes on your own without first obtaining our consent in writing. You will promptly notify us in writing if a change will significantly affect cost or time for performance, and if you seek an adjustment in cost or time of performance, you will provide substantiation of your claim. We will equitably determine any adjustment in price or time for performance resulting from such change after receipt of documentation from you in such form and detail as we may direct.

3. 更改。我们可以随时更改供应品采购订单而不必承担违约责任，但是要向您提交书面通知。这些更改事项可能包括数量、目的地、规格、图纸、设计或交付日期的更改。您将完成我们所提出的所有更改。在没有首先获得我们的书面许可之前，您不得自己作任何更改。如果某项更改将显著影响到履行的成本或时间，则您将立即以书面方式通知我们；如果您希望调整履行的成本和时间，您将为您的要求提供证据。我们将在收到你方提交的此类文件（按照我们可能指定的形式和详细规定）之后，依据其内容公平地做出关于履行价格或时间的调整。

4. Prices and Payment Terms.

4. 价格与支付条款。

4.01 Prices/Payment Term. Our purchase order will show the applicable prices and payment term. We will, however, have the benefit of any more favorable prices or terms contained in an Earlier Agreement.

4.01 价格/支付条款。我们的采购订单将显示适用的价格与支付条款。然而，我们将拥有早期协议中所包含的任何更优惠的价格或条款的利益。

4.02 Price Warranty. You may not supply against any purchase order Supplies priced higher than those last quoted or agreed upon without our prior specific written authorization, which must be included with your invoice. We reserve the right to cancel and return to you at your cost any Supplies where the price has

been increased without our prior written approval. You warrant that the prices for the Supplies sold to us under any purchase order are not less favorable than those currently extended by you to any other customer for the same or like Supplies in equal or less quantities. You will provide such third party prices to us, if reasonably required by us to enforce our rights under this provision.

4.02 价格保证。除非我们特别事先做出的书面授权文件，您不得违反任何供应品采购订单的规定，以高于最后报价或约定报价的价格供货，您的发票内应包含相关内容。我们保留取消或退回任何未经我方事先书面许可而提价的供应品，相关费用由您承担。您保证，您按照任何采购订单向我们销售供应品的价格应当比当前您向任何其他客户供应相同或更少数量的相同或类似供应品时所依照的价格条件更加优惠。如果我方合理提出请求以执行我们在此条款下的权利，则您将向我方提供此类第三方价格。

4.03 Currency. The price stated in our purchase order will be in United States currency. If a different currency applies, it will be shown on our purchase order or other written notice we deliver to you. Except as expressly provided on our purchase order, the price will include all applicable taxes and duties, and all tooling and transportation charges. Deliveries will be made without charge for boxing, packaging, crating, carting, or storage unless we otherwise specify.

4.03 货币。我们采购订单中所声明的价格将以美国货币计算。如果要应用不同的货币，则此货币单位将显示在我们的采购订单或我们为您提交的其他书面通知上。除我们的采购订单上明确另行规定之外，此价格将包括所有适用的税费和关税，以及所有工具与交通收费。除我们另行规定之外，交货时不得收取装盒、包装、手工、装车或储存费用。

4.04 Price Reductions. Notwithstanding the prices set forth on our purchase order, if your established price for any item upon the date of delivery will be lower than the price shown on this order, we will have the benefit of such lower price. We will also receive the full benefit of all discounts, rebates, and other favorable terms of payment customarily offered by you to your customers.

4.04 价格降低。尽管我们在采购订单上规定了价格，如果在交货之日您任何产品的既定价格比此订单上所显示的价格低，我们将享受此较低价格的优惠。我们还将得到所有折扣、返款以及您向客户提供的特别定制的其他优惠付款条款等全部益处。

4.05 Discounts. If the terms of our purchase order entitle us to a discount, the discount period will begin on the later of the date the invoice is received by us or the date we take delivery of the Supplies. If an adjustment in pricing is necessary for any reason, then the cash discount period will commence on the date we receive a corrected invoice.

4.05 折扣。如果我们采购订单上的条款赋予我们享受折扣的权利，则折扣期从我们收到发票之日或我们接收供应品之日起开始，以上述两个日期的后者为准。如果出于任何原因而需要进行价格调整，则现金折扣期将从我们收到改正后的发票之日起开始。

5. Shipping, Packaging and Delivery.

5 运输、包装和交付。

5.01 Choice of Carrier. We will have the right to specify the carrier and the method of transportation to be used to ship any Supplies. A packing slip will accompany each shipment. If no such slip is forwarded, the count or weight made by us will be conclusive.

5.01 承运人的选择。我们将有权指定承运人以及用于运输任何供应品所采用的运输方式。每批货物都将附带装箱单。如果没有提供此类单据，我们所作出的数量与重量计算都将是决定性的。

5.02 Time of the Essence. Time and quantity of delivery or rendering of Supplies is of the essence. You are required to achieve 100% on time delivery and quantity performance. Deliveries will be made during regular business hours in the quantities we specify unless we otherwise notify you. We will not be required to make payment for Supplies delivered to us that are in excess of quantities specified in our delivery schedules, and we will notify you to make arrangements, at your cost, for the return of excess quantities of Supplies.

5.02 时间的重要性。供应品交付或提供的时间与数量都是至关重要的。您必须100%按时交付并按照数量履行。货物交付要在正常的营业时间内进行并符合我们所指定的数量，除非我们另行通知您。我们将无需为超过我们交付日程所规定数量的供应品而付费，我们将通知您自己承担费用来安排超出规定数量的供应品的退运事宜。

5.03 Completion of Delivery. Delivery will not be deemed to be complete until we actually receive and accept the Supplies. Whenever you have knowledge that delivery may be delayed, you will immediately give us written notice. Acceptance of any part of an order will not bind us to accept future shipments nor deprive us of the right to return Supplies already accepted.

5.03 交货的完成。只有在我们实际收到供应品并接受之后才能算做完成交货。当您得知货物交付可能要拖延时，您将立即给我们提供书面通知。接受某订单的任何部分不会形成对我们接受未来货物的约束，也不会剥夺我们退回已接受供应品的权利。

5.04 Title and Risk of Loss. Title and risk of loss will remain with you until you have delivered the Supplies, in a completed state, and we have inspected and accepted them at the location specified on our purchase order. You will bear the cost of return shipments with title and risk of loss passing to you upon our delivery to a carrier.

5.04 产权和损失风险。在您交付供应品直至完成状态，并且我们已经在采购订单上所指定的地点进行检查和接受以前，产权和损失风险都属于您。您将承担退运费用，且产权和风险在我们向承运人交付货物时转移给您。

5.05 Failure to Make Delivery. If your acts or omissions result in your failure (or a potential failure) to meet our delivery requirements, we may require a more expeditious method of transportation for the Supplies than the transportation method originally specified. You will then, at our sole option, (i) promptly reimburse us the difference in cost between the more expeditious method and the original method, (ii) allow us to reduce payment of your invoices by such difference, or (iii) ship the Supplies as expeditiously as possible at your expense and invoice us for the amount that we would have paid for normal shipment.

5.05 交付失败。如果您的行动或疏漏导致您不能（或潜在不能）满足我们的交货要求，我们可以要求对供应品采用比最初规定运输方式更快的运输方式。然后您将按照我们单方面的选择，(i)立即补偿我们加快方式与最初方式之间的成本差价，(ii)允许我们从发票付款中减去此差价，或(iii)在您自费用条件的条件下以尽可能快的方式运输供应品，而发票中只按照正常货运方式让我们付费。

6. Delivery of Nonconforming Supplies.

6. 不合规供应品的交付。

6.01 Delivery; No Inspection. You will deliver only Supplies that conform in all respects to the requirements of a purchase order and these Terms. Although we are not required to do so, we or our representatives, customers or licensors (or their representatives) may inspect the Supplies ordered under a purchase order during any stage of their manufacture, construction, preparation, delivery and completion. We may reject any Supplies for defects or defaults revealed by any such inspection, analysis or subsequent manufacturing operations even though we may have previously accepted such Supplies.

6.01 交付；无检查。您将只交付在各方面均符合采购订单以及这些条款要求的供应品。尽管我们没有被要求这样做，然而我们或我们的代表、客户或许可方（或他们的代表）可能会在制造、构建、准备、交付和完工等任何阶段内按照采购订单对定购的供应品进行检查。我们可以拒收经检查、分析或在随后的制造运作中表明有缺陷或残次的任何供应品，即使我们可能先前已经接受过此类供应品。

6.02 Notice of Nonconformity. If the Supplies are nonconforming, we will inform you, orally or in writing, about the nonconformity as soon as reasonably practicable after we have discovered it.

6.02 不合格通知。如果供应品不合格，我们将在发现之后，在合理可行的最短时间内以口头或书面方式通知您有关不合格的情况。

6.03 Right to Cure. If the Supplies are parts, goods or materials, you will be permitted to re-work, replace or otherwise remedy a nonconformity in the Supplies as long as: (a) the nonconformity has been discovered after delivery of the Supplies but before we have started to use them, (b) the remedial work will not cause any delay in our operations, including the production process, or cause us to incur any additional costs, and (c) the cure can be completed by the deadline we establish. If the Supplies are in the form of services, at our option we may permit you to re-perform the services, or we may have the services performed by a third party or perform the services ourselves, at your expense.

6.03 弥补的权利。如果供应品为部件、产品或材料，我们将允许您返工、替换或以其他方式对不合规供应品进行弥补，只要满足以下条件：(a)不合规情况在供应品交付之后但在我们开始使用它们之前发现，(b)补救工作不会导致我们运作中的任何拖延，包括生产程序，或导致我们产生额外的成本，以及(c)弥补行动可以在我们设定的截止日之前完成。如果供应品是服务，根据我们的选择，我们可以允许您重新履行服务，或者我们可以在由您承担费用的条件下让第三方履行服务，或由我们自己履行这些服务。

6.04 Our Options. If we determine in good faith that the remedial work cannot be done within the limits of Section 6.03, we are entitled to: (a) reject the nonconforming Supplies, return them to you and, at our option, request redelivery of conforming Supplies, or (b) retain them and either repair them ourselves or request you to do so, on or off-site. In any event, you will bear the risk and expense of the remedial action undertaken by either one of us.

6.04 我们的选择。如果我们以诚意认定此补救工作无法在6.03节规定的限制内完成，我们有权利：(a)拒收不合格供应品，把它们退回你处，并依照我们的选择要求重新交付符合规定的供应品，或(b)保留他们，自己从事修理或要求你方在现场修理或返厂修理。在任何情况下，您都将承担我们任何一方从事补救行动的风险和费用。

6.05 Costs Incurred by Us. You will be liable for all direct, incidental and consequential damages, losses, costs, and expenses we incur resulting from your failure to deliver conforming Supplies or to comply with the shipping and delivery or our other requirements, even if you have cured such failure.

6.05 我方发生的费用。您将负责我方因您未能提供合格的供应品，或未能符合运输、交付以及我方的其他要求，而导致的所有直接、附带和后续损害、损失、成本和费用，即使您已经对此类履约失败进行了弥补。

6.06 Payment for Nonconforming Supplies. Payment for nonconforming Supplies will not constitute acceptance of them nor will it limit or affect any of our rights.

6.06 不合格供应品的付款。不合格供应品的付款将不构成对它们的接受，也将不能限制或影响我们的任何权利。

7. Warranties.

7. 保证。

7.01 General Warranty. In addition to any warranties that you may have provided with the Supplies, you warrant that the Supplies will (a) be new and free from defects in material, and workmanship, fully merchantable and of good quality, (b) be in conformity with any specifications, drawings, samples or descriptions that may have been furnished by either party and approved by us, and (c) comply with all applicable laws of the countries in which the Supplies have been manufactured or assembled or are to be used including but not limited to the obtaining any required (i) Import and Export Permit from the Ministry of Commerce to undertake the obligations hereunder and (ii) production licenses and approvals.

7.01 一般保证。除了您可能已经与供应品一同提供的任何保证之外，您保证供应品将(a)为新品并且没有材料、工艺上的缺陷，完全可销售并质量完好，(b)符合由任何一方提供并经我方批准的任何规格、图纸、样品或描述，并且(c)符合供应品制造、组装或将被使用的国家的所有适用法律，包括但不限于获得任何必要的(i)从商务部获得进出口许可证，以履行这些义务，以及(ii)生产许可证和批准。

7.02 Service Warranty. You warrant that any services included in the Supplies will be performed in a workmanlike and timely manner and will conform to the highest industry standards.

7.02 服务保证。您保证，供应品中包含的任何服务都将由技术纯熟的人按时执行，并将符合最高的行业标准。

7.03 Intellectual Property Warranty. You warrant that the sale and use of the Supplies supplied by you pursuant to any order will not infringe or violate any United States or foreign patent, trade secret, trademark, service mark or copyright.

7.03 知识产权保证。您保证，您按照任何订单来供应的供应品在销售和使用方面不侵犯或违反任何美国或外国专利、行业机密、商标、服务标志或版权。

7.04 Additional Warranties. You further warrant that (a) you know of our intended use and expressly warrant that all Supplies covered by any purchase order will be fit and sufficient for the particular purposes we intend, (b) the Supplies will be free from defects in design to the extent furnished by you or your subcontractors, even if the design has been approved by us, (c) you have good title to all Supplies, free and clear of all liens and encumbrances, and you will transfer such title to us, and (d) the Supplies will be in conformity with all other representations or warranties made by you or the manufacturer. Upon our request, where applicable, you will provide a complete waiver and release of all liens relating to the Supplies covering all labor and materials for which a lien could be filed.

7.04 附加保证。您进一步保证，(a)您知道我们预期的用途并明确保证，任何采购订单所涵盖的所有供应品将适合和满足我们预期的特殊目的，(b)在您或您的分包商提供的供应品范围内，供应品将不存在设计上的缺陷，即使该设计已经过我们的批准，(c)您对所有供应品拥有有效产权，产权不存在任何未决留置或权利负担，并会转让此产权给我方，并且(d)供应品将符合您或制造商所作的的所有其他表述或保证。根据我方要求，在适用的情况下，您将提供与供应品有关的所有留置权弃权 and 放弃的完整文件，其涵盖所有申请留置所需的人工和材料。

7.05 Survival of Warranties. Your warranties will survive any inspection, delivery, acceptance, or payment by us. Acceptance of all or any part of the Supplies will not be deemed to be a waiver of our right to cancel or return all or any part of the Supplies or reject any services due to their failure to conform, or due to the discovery of latent or patent defects, or due to a breach of warranty.

7.05 保证的存续。您的保证将始终存续在我方的任何检查、交付、接受或付款的过程中。接受供应品的所有或任何部分的行为将不得被视为对我方因供应品不合规、或发现潜在缺陷或明显缺陷、或保证违约而取消或退回供应品的所有或任何部分，或拒绝任何服务的权利的弃权。

7.06 Certificate of Conformance. At our request, you will furnish a certificate of conformance to the attention of our Quality Assurance Manager, stating compliance to the specifications for the Supplies and all purchase order requirements.

7.06 合格证书。您将按照我方要求提供合格证书，交与我方的质量保证经理，其中声明供应品符合规格以及所有采购订单的要求。

7.07 Warranty Period. For Supplies installed or used in our products, the warranty period begins on the date the Supplies to be incorporated into the product are delivered to us (or a third party designated by us) and expires on the date on which the period of the warranty provided by us for such product ends.

7.07 保证期。对于在我们产品中安装或使用的供应品，保证期从将被合并在产品中的供应品被交付我方（或我方指定的第三方）之日开始，并在我方为此产品提供的保证期结束之日终止。

7.08 Recalls. In the event that we voluntarily decide, or the Consumer Product Safety Commission or other federal, state or local agency (“Government Agency”) issues an order pursuant to any consumer protection law that requires us, to recall, replace, repair or make refunds with respect to all or part of our products included within the Supplies (a “Recall”), you will cooperate with us and assist in any such Recall as and when we request. If a Government Agency initiates any inquiry or investigation relating to the Supplies or similar goods you manufacture or supply, which investigations, in your opinion, are reasonably likely to result in a recall of the Supplies, or, if you discover any issue that could affect our product or our

reputation in a negative manner (even if such issue would not result in an action by a Government Agency) you will notify us immediately and take reasonable steps to resolve the matter without exposing us to any liability or risk.

7.08 召回。在我方自行决定，或消费产品安全委员会或其他联邦、州或地方机构（“政府机构”）签发有关消费者保护法的任何命令而要求我方就我方包含在供应品内的产品的全部或部分进行召回、替换、修理或退款（“召回”）时，您将与我们合作并按照我们的请求及时对任何召回行动提供协助。如果某政府机构发起任何有关此供应品或您制造或供应的类似产品的质询或调查，依照您的观点，该调查有可能导致供应品被召回，或者如果您发现任何可能对我们的产品或我们的声誉造成负面影响的事项（即使此类事项不会导致政府机构采取行动），您将立即通知我们并采取合理的步骤来解决此事项，而不使我方背负任何责任或遭受任何风险。

7.09 Your Recall Responsibilities. If Supplies are the subject of a Recall, whether initiated by us, you or a Government Agency (including the issuance of safety notices), you will be responsible for all matters and costs (including our internal costs due to employee time devoted to undertaking and managing the Recall, overhead, warehousing, etc.) associated with the Recall, including, but not limited to: (a) consumer notification and contact; (b) all reasonable expenses and losses we incur in connection with such Recall (and, where applicable, any products with which the recalled Supplies have been packaged, consolidated or commingled), including but not limited to refunds to customers and transportation costs; and (c) initial contact and reporting of the Recall to any Government Agency having jurisdiction over the affected Supplies.

7.09 您的召回责任。如果供应品被召回，无论是由我们、您或政府机构（包括签发安全通知）发起，您将负责与召回有关的所有事务和费用（包括我方员工从事和管理召回事件所投入的人工时间、管理费用、仓库费用等内部费用），包括但不限于：(a)消费者通知与联络；(b)我们在此召回事件（以及，如适用，召回供应品包装、合并或混合而成的任何产品的事件）中发生的所有合理的费用和损失，包括但不限于向消费者退款和运输费用；以及(c)初步联络对受影响的供应品有管辖权的政府机构并向其报告召回事件。

8. Compliance with Laws.

8. 法律合规。

8.01 Compliance with Applicable Law. In connection with the manufacturing of Supplies or the furnishing of services included in the Supplies required by our purchase order, you will comply with all regulations and provisions of the country of origin, all applicable labor laws, all applicable health and safety regulations, and any other applicable foreign, federal, state, or local law or regulation, including, without limitation, those relating to the environment, labor conditions and the rights of employees generally, and in any way affecting the provision, manufacture, assembly, labeling, purchase, importation, transportation or sale of Supplies in connection with our order.

8.01 遵守适用法律。在涉及供应品制造或按照我方采购订单要求而在供应品内包含的服务提供方面，您将遵守所有原产国的法律和法规、所有适用的劳工法、所有适用的健康与安全规范、以及任何其他适用的外国、联邦、州或当地的法律法规，包括但不限于涉及环境、劳工条件和员工一般权利的法规，以及任何影响到与我方订单有关的供应品提供、制造、装配、标签化、采购、进口、运输或销售方面的法规。

8.02 Hazardous Materials. All hazardous materials supplied by you must comply with all applicable government regulations, and you will provide appropriate Material Safety Data Sheets prior to the first shipment of Supplies to us. Upon our request, you will provide us with access to and copies of any data, materials or other information that relate to the Supplies, their composition or any component or any materials or substances used in the Supplies or in connection with their production. You will notify us of any inherent hazard related to any material incorporated in the Supplies that would expose anyone to hazard during handling, transportation, storage, use, resale, disposal or scrap.

8.02 危害性材料。您提供的所有危害性材料都必须符合所有适用的政府法规，并且您将在首度把供应品运至我方之前提供相应的材料安全数据表。应我方要求，您将让我们查阅有关此供应品、

其成分或此供应品内使用的任何组分、材料或物质，或与它们的生产有关的任何数据、资料或其他信息或提供数据资料的副本。您将通知我们此供应品的组成材料的相关内在危害，即可能会使人在材料处置、运输、储存、使用、经销、处理或废弃当中所遭遇的危害。

8.03 Compliance Programs. We have various labor, environmental, social compliance and other programs and policies (“Masco Policies”) that apply to our suppliers. In addition, certain of our customers and licensors have programs and policies that apply to us and our suppliers (“Customer Policies”). The Masco Policies are available under the heading “Masco Purchasing Terms and Conditions” and the subheading “Global Supplier Business Practices” at www.mascopurchasing.com. We will inform you of any requirements of any Customer Policies that are additional to the Masco Policies. You agree to comply with, and will cause your suppliers to comply with, the Masco Policies and any applicable Customer Policies.

8.03 合规计划。我们有适用于供应商的各种劳工、环境、社会合规以及其他事项的计划与政策 (“Masco政策”)。此外，我们某些客户和授权方还有适用于我们和我方供应商的计划与政策 (“客户政策”)。Masco政策可在网站www.mascopurchasing.com内的“Masco采购条款与条件”和小标题“全球供应商商业实务”内查询。除了Masco政策之外，我们将通知您有关任何客户政策的任何要求。您同意遵守、并促使您的供应商遵守 Masco 政策以及任何适用的客户政策。

8.04 Your Representations. You represent that when you deliver the Supplies, you have complied with the requirements of this Section 8 and upon our request, agree to sign any confirmation of such compliance required by our customers or licensors as a condition or their agreements with us. Our customers, our licensors, their representatives and we have the right to retain independent third parties to audit you and your suppliers for compliance with the provisions of this paragraph.

8.04 您的声明。你表示，当您交付供应品时，您已经遵守第8节的要求，并且，应我方要求，您同意签署由我们客户或许可方所要求的任何确认书，以满足他们与我方之间达成协议的条件。我们的客户、许可方、他们的代表和我们有权聘用独立第三方对您和您的供应商进行与本段落条款规定有关的合规审查。

9. Disclosure/Use of Information.

9. 披露/使用信息。

9.01 Our Intellectual Property. All specifications, drawings, notes, instructions, engineering notices, technical data, and equipment referred to in our purchase order or supplied by either of us in connection with our purchase order are incorporated into our purchase order by reference. You agree that this, together with all information we disclose to you or to which you have access, is our confidential and proprietary information and you will not reproduce, extract, use, or disclose it to others without our prior specific written consent. You will supply all specifications relating to materials incorporated into the Supplies at our request.

9.01 我方知识产权。我们在采购订单内提及，或任何一方随采购订单提供的所有规格、图纸、注解、说明、工程通知、技术数据和设备，都以参考的方式包含在我们的采购订单中。您同意，此资料连同我们向您披露的所有信息或让您获得的信息，均为我们的机密信息和专属信息，在没有获得我们事先特别书面同意之前，您将不会复制、摘录、使用、或向他人披露。您将应我方要求提供与供应品组成材料有关的所有规格信息。

9.02 Your Obligations. You will also take reasonable steps to safeguard our confidential and proprietary information from unauthorized access and disclosure. Any information, writings or inventions derived by you or your agents from our information are hereby assigned to us by you, and you warrant that you have the right to do so. We shall have the right at no additional charge to use or incorporate all or portions of material found in your literature and reproduce your literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and similar supporting documentation and literature and you will advise us of any updated information relative to the Supplies.

9.02 您的义务。您还将采取合理的步骤来保障我方的机密和专属信息，防止未经授权的使用和披露。您或您的代理从我方信息而推导出的任何信息、书面文件或发明，均在此由您转让至我方，

同时您保证您有权利这样做。我们应当有权在不另收费的条件下使用或合并在您公司文件中所发现的所有或部分资料以及复制您的公司文件，比如操作和维护手册、技术出版物、印刷品、图纸、培训手册和类似的支持性文件和文献，并且您将通知我们有关此供应品的任何更新信息。

9.03 Return of Intellectual Property. Upon demand by us or upon completion by you of your obligations under any purchase order, you will return to us all confidential and proprietary information provided by us or on our behalf and you will not retain any copies, summaries or extracts of all or part of the information.

9.03 知识产权的退还。应我方要求，或在您完成任何采购订单内的义务之后，您将退还我们曾为您提供或代表我们提供的所有机密信息和专属信息，您将不会保留包含此信息全部或部分内容的任何副本、概述或摘录全部或部分内容。

9.04 Disclosure of Your Intellectual Property. Any information that you disclose to us with respect to the services to be rendered or the design, manufacture, sale, or use of the Supplies will be deemed to have been disclosed as part of the consideration for this order, and you will not assert any claim against us by reason of our use of such information you disclose. Without our express written consent, you will not disclose to any third party or permit any third party to use any Special Tooling as defined in Section 11 below, samples, over-runs, rejected parts or scrap produced or used by you in connection with this order (collectively, the "Remaining Product"), all of which you agree will be considered confidential.

9.04 您的知识产权的披露。您向我方披露的任何有关将要提供的服务或此供应品的设计、制造、销售或使用方面的信息，都将被视作为此订单的便利而作出的披露，您不会因我们使用您披露的此类信息为由来主张任何权利。未经我方明确书面同意，您不会向任何第三方披露或许可任何第三方使用以下11节内所定义的您在履行订单当中所产生或使用的任何特殊工具、样品、溢出物、作废部件或边角料（统称为“剩余产品”），您同意它们全部保密。

9.05 Return of Intellectual Property. Upon completion of an order (unless we have submitted other orders to you for the same products) or termination of the relationship, or at any time upon our request, you will (i) provide us with at least thirty (30) days' prior written notice of your intent to destroy all Remaining Product, (ii) destroy all Remaining Product unless otherwise directed by us and to the extent directed by us, and (iii) provide us with a certificate of destruction executed by one of your officers, which certificate will specifically describe the quantity and nature of each product destroyed and the manner of destruction.

9.05 知识产权的退还。在完成任何订单（除非我们向您提交相同产品的其他订单）或终止关系之后，或在应我们要求的任何时间，您将(i)为我们提供至少提前三十(30)天的书面通知，说明您意图销毁所有剩余产品，(ii)销毁所有剩余产品，除非我们另作安排，并达到我方所安排的程度，以及(iii)为我方提供你方一名职员执行销毁的证明，证明当中将特别说明每种销毁产品的数量和性质，以及销毁的方式。

9.06 Our Design. If the Supplies specified in a purchase order are peculiar to our design either as an assembly or a component part of an assembly, or they bear our trademark or other identifying mark, they will not bear your trademark or other designation, and similar material will not be sold or disposed of to anyone other than us.

9.06 我们的设计。如果采购订单中指定的供应品是我方设计中特别采用的，无论其为一个总成件还是总成件中的一个部件，或者它们附加我方商标或其他识别标志，它们均不得附加你方商标或其他名称，同时，除了我们之外，类似材料不得被销售或处理给任何其他人。

9.07 Separate Confidentiality Agreement. We may have or may in the future enter into a separate agreement with you relating to confidentiality or non-disclosure. The provisions of any such agreement shall be in addition to those contained in this Section 9.

9.07 单独的保密协议。我们可能已经或可能在将来与您另外签署有关保密或无披露的协议。任何此类协议中的条款都将作为第9节中包含的条款的补充。

10. Excuse of Performance.

10. 对订单履行的免责。

10.01 Excusable Events. Neither of us will be liable for a delay or inability to perform directly due to an excusable event. The following events shall be excusable events: acts of terrorism, war, riots, insurrection, civil commotion, fire, flood, earthquakes, storm, and embargo; provided that excusable events do not include delays or nonperformance of your subcontractor or supplier whether or not their inability to perform is caused by an excusable event as set forth in this Section 10.01. Excusable events do not include shutdowns for equipment maintenance, equipment breakdown, or the inability to acquire raw materials, energy, parts, or any other item required to manufacture or provide the Supplies at the prices prevailing before the occurrence of the excusable event.

10.01 可免责事件。对于因可免责事件而直接导致的迟延履行或未能履行，双方均不承担责任。以下事件应属于可免责事件：恐怖活动、战争、暴乱、叛乱、民间骚乱、火灾、水灾、地震、暴乱和禁运；这些可免责事件不包含您的分包商或供应商的任何迟延履行或不履行，无论他们的不履行是否因第10.01节所规定的可免责事件所导致。可免责事件不包括为进行设备维修而停产、设备故障、或无法以可免责事件发生前的普遍价格获得原材料、能源、部件以及其他用来制造或交付供应品需要的任何其他物品。

10.02 Notice. The party claiming an excusable event will provide the other party with written notice of both its occurrence and its termination as soon as practicable.

10.02 通知。主张可免责事件的一方将尽快为另一方提供书面通知，说明事件的发生和终止。

10.03 Our Options. In the event of an excusable event, we may, at our option, acquire all finished Supplies, work-in-process, and raw materials produced or acquired for the Supplies under a purchase order. We will also have the option to cancel the affected purchase order in whole or in part or delay the delivery of any Supplies covered by such order without liability.

10.03 我们的选择权。在发生可免责事件的情况下，我们可以选择获得采购订单项下已完成的供应品、在制品以及为该供应品而生产或采购的原材料。我们还将有权选择全部或部分取消受影响的采购订单，推后该订单项下的供应品的交付，而不必承担任何义务。

11. Our Tooling and Property.

11. 我们的工具和资产。

11.01 General. This Section governs our tooling and all other property owned by us and our affiliates. Tooling includes all tools with accessions, modifications and repairs, equipment, drawings, manufacturing aids and replacements of the foregoing furnished by us, either directly or indirectly, or acquired or manufactured by you for use in the performance of an order ("Special Tooling").

11.01 通则。本节规定了适用于由我方和我方的关联机构拥有的工具和全部其他资产。工具包括上述由我方直接或间接提供，或由您采购或制造并用于订单履行的所有工具及其添加、改造和维修、设备、图纸、制造辅助工具和替代品（“特殊工具”）。

11.02 Special Tooling and Bailed Property. Unless otherwise provided in an order, Special Tooling and any other property owned by us that is placed in your possession or control for your use in connection with the Supplies ("Bailed Property") will be (i) our property, (ii) plainly marked or otherwise adequately identified by you as our property, (iii) safely stored separate and apart from your property, and (iv) maintained in such a manner to prevent its unauthorized access or disclosure. You will use Special Tooling or Bailed Property solely in connection with the production of Supplies.

11.02 特殊工具和寄托资产。除了在订单中另行规定之外，由您占有或控制并用于与供应品使用有关的特殊工具和其他任何由我方拥有的资产（“寄托资产”）将为(i)我方资产，(ii)由您明确标记或以其他方式充分识别为我方资产，(iii)安全地与您的资产分开存放(iv)在维护方式上应足以防止未经授权的使用或披露。您将仅仅在与供应品生产有关的活动中使用特殊工具或寄托资产。

11.03 Acquisition of Special Tooling. You will design and fabricate, rework or acquire Special Tooling that fully conforms to the specifications and other requirements of our purchase order. Special Tooling

must be capable of producing any volume projections for the Supplies for the life of the part. Your warranty for Special Tooling is the same as for the Supplies.

11.03 特殊工具的获得。您将设计和制造、再加工或采购完全符合我方采购订单上的规格和其他要求的特殊工具。特殊工具必须能够在其部件的使用寿命中完成任何规模生产此供应品的项目。您对特殊工具的保证与此供应品的保证相同。

11.04 Ownership of Special Tooling. We will become the sole owner of all Special Tooling as soon as it is fabricated or acquired by you, even if you have not yet been paid for it. In any dispute involving ownership of the Special Tooling at any other stage of its completion, there is a presumption that we are the sole owner of the Special Tooling. As a precaution against any adverse claims, you grant us a security interest in the Special Tooling to secure any progress payments advanced against the Special Tooling and a right to title and possession of the Special Tooling. You authorize us to file a financing statement showing you as the debtor/bailee and us as the secured party/bailor with respect to any Special Tooling. As a precaution against any adverse claim, you grant to us a security interest in the Special Tooling to secure any progress payments advanced against the Special Tooling and a right to title and possession of the Special Tooling. You also authorize us to file such documentation as may be allowed in your jurisdiction showing you as the debtor/bailee and us as the secured party/bailor with respect to any Special Tooling.

11.04 特殊工具的所有权。在您制造或采购之后，我们将立即成为所有特殊工具的独一拥有者，即使您还未能为其付款。在完成特殊工具的任何其他阶段发生的任何涉及特殊工具所有权的争议中，我们都应规定我们是此特殊工具的独一拥有者。为了防止有任何不利的主张，您应给予我方此特殊工具的担保权益，以保障针对此特殊工具提出的任何进度付款，同时给予我方对此特殊工具的产权和占有权。您授权我方提交财务报告，其中显示就任何特殊工具来说，您是作为债务人/受托人，我方是被担保方/寄托人。为了防止有任何不利的主张，您应给予我方此特殊工具的担保权益，以保障针对此特殊工具提出的任何进度付款，同时给予我方对此特殊工具的产权和占有权。您还授权我方向您所在辖区提交许可的文件，其中显示就任何特殊工具来说，您是作为债务人/受托人，我方是作为有担保的一方/寄托人。

11.05 No Rights or Liens. Special Tooling and Bailed Property are in your possession or control as a bailment from us. You acknowledge that you are a bailee at will of Special Tooling and Bailed Property. You have no property interest or other rights in Special Tooling or Bailed Property nor any power to transfer any rights or grant a security interest in either of them to a third party. To the fullest extent permitted by law, you waive any and all rights you may have to claim a lien or encumbrance of any kind whatsoever with respect to Special Tooling and Bailed Property. Upon your failure to deliver the Special Tooling or Bailed Property at our request, without posting any bond, we will be entitled to, and you agree to allow us entry onto your premises to retrieve the Special Tooling or Bailed Property, and not to oppose our request for any equitable relief that may be available to us to obtain possession of the Special Tooling or Bailed Property.

11.05 无权利或留置。在您占有或控制之下的特殊工具和寄托资产是我方的寄托物。您承认，您是特殊工具和寄托资产的自愿受托人。您对特殊工具或寄托资产没有任何财产权益或其他权利，也没有权力转让任何权利或将它们的担保权益给予第三方。在法律允许的最大程度上，您放弃您可能拥有的任何和所有主张留置或任何权利负担的权利，无论是对特殊工具还是寄托资产而言。若您未能按照我方要求交付特殊工具或寄托资产，在没有交付任何保证金的情况下，我方将有权利并且您同意允许我方进入您的物业中取回特殊工具或寄托资产，并且不得反对我方为索回特殊工具或寄托资产而提出的任何公平性补救要求。

11.06 Possession of Special Tooling and Bailed Property. You will keep Special Tooling and Bailed Property in your possession and control in good condition, fully covered by insurance, free of liens and encumbrances and will replace them when lost, damaged or destroyed. If part of the fabrication, modification, repair or refurbishment of the Special Tooling or Bailed Property requires you to transfer possession to a third-party, you will inform us in advance in writing with the identity of the third-party contractor and the location of the Special Tooling or Bailed Property and obtain our prior written permission.

11.06 特殊工具和寄托资产的占有。您将占有特殊工具和寄托资产，并将其控制在良好的条件下，给予完全的保险保障，使其免于留置或任何权利负担，并在丢失、损坏或破坏时予以替换。如果特殊工具或寄托资产的制造、改造、维修或翻新过程要求您把占有权转让至第三方，您将提前以书面方式通知我们，在当中说明第三方承包商的身份以及特殊工具或寄托资产所处的地点，并获得我们的事先书面许可。

11.07 Return of Special Tooling or Bailed Property. All Special Tooling and Bailed Property will be immediately transferred as we may direct at any time. If you make any unauthorized transfer of Special Tooling or Bailed Property, or you or your suppliers or subcontractors fail to deliver possession to us upon demand, you will reimburse us for any costs we incur in having the Special Tooling or Bailed Property returned to us or moving it as directed by us. You will cooperate with us in removing the Special Tooling from the location of any third party.

11.07 特殊工具或寄托资产的归还。我们可能会随时指令要求把所有特殊工具和寄托资产立即转移给我们。如果您未经授权而转让特殊工具或寄托资产，或者您或您的分包商未能按照要求把占有资产交付给我们，您将补偿我们在把特殊工具或寄托资产归还我处或按照我方指示来进行转移时所发生的任何成本。您将与我们合作，以便把特殊工具从任何第三方地点移走。

11.08 Third Party Claims. You will defend and indemnify us for all costs incurred, including reasonable attorneys fees, in connection with any claim that challenges our sole right, title and interest in Special Tooling or Bailed Property brought by any third party claiming any right or interest in the Special Tooling or Bailed Property through you.

11.08 第三方权利主张。您将在任何第三方通过您来主张对特殊工具或寄托资产的任何权利或权益，并质疑我方对特殊工具或寄托资产的独一无二权利、产权和权益时，在相关的权利主张中为我方抗辩并赔偿所有发生的费用，包括合理的律师费。

11.09 Tooling Costs. The price of Special Tooling will not exceed the actual costs of acquiring the Special Tooling from a third-party contractor or your actual costs of fabrication of the Special Tooling. You will adhere to our procedures in effect at the time for submitting requests for reimbursement for Special Tooling costs (a copy of which has been provided to you in writing). All requests for reimbursement for Special Tooling costs are subject to our review, approval and audit.

11.09 工具成本。特殊工具的价格将不得超过从第三方承包商购得特殊工具的实际成本，或您制造此特殊工具的实际成本。您将在提交特殊工具成本的报销请求书时遵守我方的生效程序（我们已经以书面方式向您提供副本）。所有特殊工具成本的报销请求将接受我方审查、批准和审核。

12. Termination for Cause.

12. 因故终止。

12.01 Breach. We reserve the right to cancel all or any part of a purchase order, without liability, if you: (a) repudiate or breach any of the terms of such order, including your warranties, (b) fail to perform as specified by us, or (c) fail to make progress so as to endanger timely and proper delivery of Supplies, and, if capable of cure on a timely basis, do not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from us specifying such failure or breach.

12.01 违约。如果您有以下情况，我方保留在不承担责任的条件下取消全部或部分的采购订单的权利：(a)拒绝履行或违背上述订单中的任何条款，包括您的保证，(b)未能按照我方规定来履行，或(c)未能获得进展，从而危及到供应品的按时和适当交付，以及，如果能够及时弥补，在收到我方指出此履约失败或违约的书面通知之后，未能在十（10）日内（或在有合理商业理由的情况下更短的时间）对此进行补救。

12.02 Change of Control. We may terminate a purchase order, in whole or in part, upon written notice to you if you experience a change of control or a sale of a substantial portion of your assets. A change of control shall include but not be limited to any changes to the substantial shareholding structure. You will

inform us in writing within ten (10) days of the date your company board approves any such change of control.

12.02 控制权变化。如果您遇到控制权的变化或出售较大比例的资产，我们可以在向您发出书面通知后终止采购订单的整体或部分。控制权的变化应当包括但不限于任何重大的股权结构的任何变化。您将在贵公司董事会批准任何此类控制权变化时，在十日（10）内以书面方式通知我们。

12.03 Insolvency. If you become insolvent or if a petition under any chapter of the bankruptcy law is filed by or against you or if you make a general assignment for the benefit of creditors or if a receiver is appointed for you, we may terminate any purchase order and take possession of the Supplies in whatever stage of completion they may be, immediately obtain custody of all proprietary and confidential information and all Special Tooling or Bailed Property, and contract with or employ any other person or persons to finish the Supplies and collect from you any additional expenses or damages that we may incur. In each case, you will be liable for all costs incurred by us, including those for attorneys and other professionals.

12.03 资不抵债。如果您出现资不抵债，或由您或他人依照破产法的任何章节针对您提交了申请，或如果您为债权人权益作出一个总体分配，或如果您指定了接收人，我们可以终止任何采购订单并占有供应品，无论其处于何种完成阶段，并立即扣留所有专属和机密信息以及所有特殊工具或寄托资产，并联络或雇佣任何他人来完成供应品的供应，并向您收取我们可能发生的任何附加费用或损失。在每种情况下，您都将有责任承担我们发生的所有成本，包括律师费和其他专家费。

12.04 Option to Terminate Due to Excusable Event. We may terminate a purchase order in whole or in part due to an excusable event upon written notice to you as described in Section 10.03. In the event of an excusable event, we may, at our option, acquire all finished Supplies, work-in-process, and raw materials produced or acquired for the Supplies under a purchase order.

12.04 因可免责事件而选择终止。我们可以因可免责事件而在按照10.03节所述向您发出书面通知之后终止采购订单的整体或部分。在发生可免责事件的情况下，我们可能依据自己的选择，为获得采购订单上的供应品而生产或购得全部完成的供应品、在制品以及原材料。

12.05 Effective Date of Termination. Termination under this Section will be effective on the date of our written notice of termination unless the written notice specifies another date.

12.05 终止的生效日。本节的终止行为将在我们发出书面终止通知之日起生效，除非书面通知内另行规定其他日期。

12.06 Amounts Payable by Us upon Termination. In the event of a termination under this Section, we will pay you, subject to Section 12.07, for any unpaid Supplies (including Special Tooling) previously delivered and accepted that fully conform to the requirements of the purchase order, and undelivered finished Supplies we choose to purchase in our sole discretion. We may also, at our option, acquire all finished Supplies, work-in-process, and raw materials produced or acquired for the Supplies under a purchase order. You hereby waive any right to claim indemnification, reimbursement, or any other payment for undelivered finished Supplies, work-in-process and raw materials not purchased pursuant to this provision.

12.06 终止时我方的应付帐款。在发生本节终止事件的情况下，我们将按照12.07节规定为您支付以前曾经交付和接受，并完全符合采购订单要求的任何未付款的供应品（包括特殊工具）的款项，以及我方自行选择购买的未交付的供应品成品的款项。我们还可以根据自己的选择，购买所有依照采购订单内的供应品要求来生产或采购的供应品成品、在制品和原材料。您在此放弃任何主张赔偿、报销的权利，以及为任何未交付的供应品成品、在制品和未按照本条款采购的原材料主张付款的权利。

12.07 Amounts Payable by You. You will be liable for all direct, incidental and consequential losses, costs and expenses incurred by us resulting from your failure to comply with any of the requirements of a purchase order (even if you have subsequently cured such failure) or from our termination under this Section 12. Termination under this Section or payment by us of amounts set forth above do not relieve you of this liability.

12.07 您的应付帐款。您将有责任负担所有因您未能遵守任何采购订单的要求（即使您随后对履约失败进行了补救），或因我方依照12节规定来终止时，使为我方遭受的直接、附带和后续的损失、成本以及费用。依照本节规定终止或我们依照上述数额规定付款，均不能解除您的此项义务。

13. Termination at Our Option.

13. 我方选择终止。

13.01 Termination. In addition to any other rights we have to cancel or terminate any purchase order, we may at our option immediately terminate all or any part of a purchase order, at any time and with or without any reason, by giving you written notice. Because of the commitments we have to our customers, you may not terminate a purchase order at your option.

13.01 终止。除了我们取消或终止任何采购订单的其他权利之外，我们可以依据自己的选择，通过向您提供书面通知的方式，随时立即终止采购订单的所有或任何部分，并且无需任何理由。由于我们对顾客的承诺，您不得自行选择终止采购订单。

13.02 Effective Date. Termination under this Section 13 will be effective on the date of sending our written notice unless the written notice specifies another date.

13.02 有效日期。本13节的终止行为将在我们发出书面通知之日起生效，除非书面通知内另行规定其他日期。

13.03 Amounts Payable to You. Upon such termination, we will pay you the following amounts without duplication: (a) the order price for all Supplies that have been completed in accordance with a purchase order and not previously paid for; and (b) the actual cost of work-in-process, parts and materials incurred by you in furnishing the Supplies to the extent such costs are reasonable in amount and are properly allocable or capable of being apportioned under generally accepted accounting principles to the terminated portion of such order; less, however, the reasonable value or cost (whichever is higher) of any Supplies, parts or materials usable or salable by you with our written consent, and the cost of any nonconforming, damaged or destroyed Supplies, parts or material.

13.03 您的应收帐款。发生此类终止事件时，我们将为您支付如下数额，各项数额彼此不重复：(a)已经按照采购订单完成的所有供应品的订购价，并且以前未曾付款；以及(b) 您为提供供应品所发生的在制品、部件和材料的实际成本，条件是数额在合理范围内，且能够按照公认的会计原则对此订单已终止部分根据比例进行适当分配；然而，要减去可由您使用或销售的（经过我们书面认同）任何供应品、部件或材料的合理价值或成本（两者中较高者），以及任何不规格、损坏或破坏的供应品、部件或材料的成本。

13.04 Limitation on Costs. We will make no payments for finished Supplies, work-in-process or raw materials fabricated or procured by you in amounts in excess of those authorized by current purchase orders or releases nor for any undelivered Supplies that are in your standard stock or that are readily marketable. Payments made under this Section will not exceed the aggregate price we would have paid for finished Supplies that would be produced by you under delivery schedules outstanding at the date of termination.

13.04 成本的限制。我们不会为超过当前采购订单或通知所授权数额而制造或采购的供应品成品、在制品或原材料付款，也不会为在您标准存货当中或便于市场行销的任何未交付的供应品付款。依照本节规定所作的付款将不得超过我们为终止发生之日时按照尚未完结的交付计划，应由你方生产的供应品成品所应付的总计价格。

13.05 No Other Liability. Except as provided in this Section, we will not be liable for and will not be required to make payments to you, directly or on account of claims by your subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges from termination of any order.

13.05 无其他责任。除本节规定之外，我们没有义务，也不得被要求因任何订单终止所导致的预期利润的损失、未对利润做出贡献但发生的管理费用、权利主张当中的权益、产品开发与工程费

用、设施和设备重新安排的费用或租赁费用、未偿清的折旧费用以及一般费用和行政负担费用，无论是直接向您付款或依照你方分包商提出的索赔主张付款。

13.06 Submission of Claim. You will furnish us, within thirty (30) days after the effective date of any termination under this Section 13, your termination claim, which will consist only of the items set forth in this Section. Your claim must include sufficient supporting data to permit us to verify and substantiate the claim. We may audit your records, before or subsequent to payment, to verify amounts requested in your termination claim. If our audit determines that we have overpaid you, you will immediately refund the amount of the overpayment to us.

13.06 提交索赔。您将在13节规定的任何终止行为生效日之后的三十（30）日内向我方提交您的终止索赔，其中将仅包含本节所规定的项目。您的索赔必须包含足够的支持数据，使我们能够验证并为索赔提供证据。我们可能会在付款之前或之后审查您的记录，以确认您在终止索赔中所申请的数额。如果我们在审查中断定我们付款超额，您将立即为我方退回超额的款项。

14. Your Obligations on Termination.

14. 发生终止时您的义务。

14.01 Your Obligations. Upon expiration or termination of a purchase order, you will (a) take all actions necessary to protect or transfer possession of any Special Tooling or Bailed Property in your possession or in the possession of your supplies or subcontractors, (b) cooperate with us to help avoid production disruptions, (c) terminate all orders and subcontracts related to the Supplies, and (d) cease all work under the purchase order unless we otherwise direct.

14.01 您的义务。在采购订单过期或终止后，您将(a)采取所有必要的措施来保护由您或您的供应商或分销商占有的特殊工具或寄托资产，或转移其占有权，(b)与我们合作，以协助避免生产中断，(c)终止与此供应品有关的所有订单和分包合同，并且(d)停止采购订单以下的所有工作，除非我们另行指示。

15. Indemnification.

15. 赔偿。

15.01 Your Indemnification Obligation. To the fullest extent permitted by law, you will indemnify, defend, and hold us and our affiliates, subsidiaries, associates, directors, officers, employees, and agents (collectively, the "Indemnified Persons") harmless against and from any and all claims, lawsuits, judgments, losses, product recalls, civil penalties or actions, costs, liabilities, damages, and expenses (including attorneys' fees) incurred or to be incurred (collectively, "Claims") which may be made or brought against us to the extent it is alleged that the Supplies or the use of the Supplies caused or will cause: (a) the death of or injury to any person or damage to any property which resulted or is alleged to have resulted from any acts or omissions by you, your employees and agents, or from the Supplies or their use; (b) your or the Supplies' failure or alleged failure to comply with any of your warranties, guarantees, or representations contained in these Terms or otherwise; (c) a Claim in connection with any promotional or advertising matter, guarantees, warranties, labels, and instructions furnished by you or submitted to you by us to the extent they were approved by you; (d) subject to Section 10.05 below, infringement of any patent, design, trade name, trademark, copyright, trade secret, or any other right or entitlement of any third party; or (e) any environmental, property and toxic tort claim, lawsuit, judgment, loss, civil penalty or action. You also agree to defend, indemnify and hold us and our affiliates, subsidiaries, associates, directors, officers, employees, and agents harmless for any alleged independent act of liability by us arising or alleged to have arisen out of the sale or use of the Supplies, except to the extent that any such independent act is the primary proximate cause of the occurrence complained of.

15.01 您的赔偿义务。在法律所允许的最高程度下，您将赔偿、抗辩并使我们的关联机构、子公司、员工、主管、官员、雇员和代理（统称为“受保障人员”）不受损失，同时避免由此产生或将产生的任何和所有索赔、诉讼、审判、损失、产品召回、民事处罚或诉讼、成本、义务、损失和费用（包括律师费）（统称为“权利主张”），包括可能针对我方提出的任何主张，声称此供应品或此供应品的使用已导致或将导致：(a)任何人的死亡或伤害，或任何财产的损失，而它们都是由

或者声称是由你方、你方雇员和代理的行为或疏忽，或者由此供应品及其使用所导致或据称已导致；(b)您或此供应品未能或据称未能符合您的任何产品保证、担保或您在条款中所作的声明或其他保证；(c)与任何促销或广告事务、由您提供或我方向您提交并经您同意的担保、产品保证、标签和说明有关的权利主张；(d)依照以下10.05节条款的规定，侵犯到任何第三方的所拥有的专利、设计、商号、商标、版权、商业机密、或其他权利；或(e)任何环境、资产和毒性的侵权主张、诉讼、审判、损失、民事处罚或诉讼。您还同意为我们和我们的附属机构、下属机构、员工、主管、官员、雇员和代理提供抗辩和补偿，并使之免于因供应品的销售或使用所引发或据称引发的任何独立责任行为而遭受损失，除非在某种程度上此类独立行为是导致诉讼发生的主要近因时。

15.02 Right to Defend. If you should fail to assume your obligations hereunder within 14 days of your receipt of our notice of such Claim, including your obligation to diligently pursue and pay for the defense of any indemnified Claim within such time, we will have the right, but not the obligation, to proceed on our own behalf to defend ourselves and to thereafter require from you reimbursement and indemnification for any and all reasonable costs and expenses (including reasonable attorneys' fees).

15.02 抗辩的权利。假如您在收到我们为告知此类权利主张而发出的通知之后14天内未能承担义务，包括您在此期间内对任何受保障的权利主张进行尽责解决并支付抗辩费用的义务，我们将有权利，但是没有责任，自行解决诉讼以求为我们自己抗辩，并在此后向你方要求报销任何和所有合理的费用和开支（包括合理的律师费）。

15.03 Notice. You will provide us with written notice within 14 days of the receipt of any evidence that an alleged independent act by us may have been the primary proximate cause of the Claim. We will give you reasonable prior notice of such Claim and permit you to control the defense of the Claim. Notwithstanding the above, we shall have the right, but not the obligation, to participate as we deem necessary in the handling, adjustment, or defense of any such Claim, at our own expense. We will each cooperate with the other in the handling, adjustment, or defense of any such Claim.

15.03 通知。您将在收到任何声称我方独立行为可能是导致权利主张的主要近因的证据的14天内，向我方提供书面通知。我们将就此权利主张为您提供合理的预先通知，并允许您来管理此权利主张的抗辩。尽管有以上规定，我们应当有权利，但是没有义务，在我们视为必要的情况下参与其中，由我方出资针对任何此类权利主张进行处置、调整或抗辩。我们将在任何对此类权利主张的处置、调整或抗辩中彼此合作。

15.04 Settlement. Notwithstanding Sections 15.02 and 15.03, neither of us shall enter into any settlement or compromise of the claim for the benefit of the other without the express written consent of the other.

15.04 和解。尽管有15.02和15.03的规定，未经对方的明确书面许可，我们任何一方都不应签署任何涉及对方利益的和解协议或妥协协议。

15.05 Infringement Claims. We will not consider you in breach of Section 15.01(d) if you: (a) procure the right to continue to manufacture and sell the Supplies free of any liability for infringement or violation; or (b) replace or modify the product, at your sole expense, with non-infringing Supplies of equivalent or improved functionality.

15.05 侵权主张。如果您有以下情况，我们不会认为您违反15.01(d)节的规定：(a)获得权利以继续生产和销售无任何侵权或违规责任的供应品的权利；或(b)在自付费用的条件下，以无侵权的同等供应品或功能改进的供应品来替换或修改产品。

15.06 Work Performed on Premises. If you perform work on our or our affiliates' premises or utilize our property, whether on or off our premises, you will indemnify and hold the Indemnified Person harmless from and against any Claims for damages to the property of or injuries (including death) to Indemnified Persons, their employees, your employees or any other person arising from or in connection with your performance of the work or use of the Indemnified Person's property.

15.06 物业上从事的作业。如果您在我们或我们关联机构的物业上从事作业，或使用我们的资产（无论是否在我们的物业上），您将保障并使受保障人员免于受到因您从事作业或使用受保障人员

的资产而引起的任何财产损失以及受保障人员、他们的雇员、您的雇员或其他任何人的 人身伤害（包括死亡）所引发的任何权利主张的损害。

16. Setoff.

16. 抵消。

16.01 Direct Setoff Rights. In addition to any right of setoff provided by law, all amounts due to you will be considered net of indebtedness of you and your subsidiaries and affiliates to all Masco subsidiaries and affiliates. We may deduct such amounts without any other prior notice.

16.01 直接抵消权利。除了法律规定的任何抵消权利之外，您所有的应付额将被视为您和您的子公司及关联机构对所有Masco的子公司和关联机构的净债务。我们可以在未经任何事先通知的情况下扣除此金额。

16.02 Basis. We will be presumed to have acted in good faith if we have a commercially reasonable basis for believing that you or one of your subsidiaries or affiliates is liable for the amount of the debit. A debit may include professional fees and other costs.

16.02 根据。如果我们有商业性的合理根据而认为您或您的下属机构或附属机构有应付的债务，我们的行动将被是诚实信用的。债务可能包括专家费用和其他费用。

17. Remedies.

17. 赔偿。

17.01 Our Rights. The rights and remedies reserved by us in these Terms will be cumulative and in addition to any other rights or remedies provided by law or equity. Our liability to you arising out of or in connection with a purchase order, regardless of the form of the cause of action, will in no event include penalties of any kind or description, or incidental, consequential, special or indirect damages. Any claim for relief must be commenced within two years after the cause of action accrues.

17.01 我们的权利。我们在这些条款内保留的权利和救济将作为法律或衡平法赋予的任何其他权利或救济的累积或补充。因采购订单引起或与之有关的我方对你方的赔偿责任，无论诉因的形式如何，在任何情况下都不得包括任何形式的惩罚，或附带、后续、特殊或间接的损害赔偿。任何寻求补救的主张都必须在诉因产生的两年之内提出。

17.02 Waiver. Our waiver of any such right or remedy will not affect any right or remedy subsequently arising under the same or similar clauses. Such a waiver will not operate as a waiver of such clause or condition. A waiver of nonperformance under a purchase order must be in writing and will apply only to the specific instance addressed in the waiver and to no other past or future nonperformance.

17.02 弃权。我们对任何权利或救济的弃权，将不会影响我们今后依照相同或相似条款规定主张权利或救济。此弃权行为不能被视为对此条款或条件的放弃。对采购订单中未能履行事项的弃权必须以书面方式作出，并将仅适用于弃权书中所声称的具体事件，它并不适用于其他过去或未来的未能履行事项。

17.03 Costs. We will be entitled to recover costs and reasonable attorneys and other professional fees in the enforcement or defense of any rights under a purchase order.

17.03 费用。我们将有权追偿在依照采购订单强制执行或为任何权利抗辩过程中产生的费用和合理律师费以及其他专家费。

17.04 Limitation on Our Liability. Under no circumstances will we or our affiliates be liable for consequential, incidental, indirect, special punitive, or other damages, whether foreseeable or not, based on your claims or claims of any party claiming by or through you.

17.04 对我方义务的限制。在任何情况下，基于您的权利主张或他人由您或通过您提出的权利主张，我们或我们的关联机构都不对后续、附带、间接、特殊惩罚性或其他的损失承担义务，无论其是否可以预见。

17.05 Your Attempted Limitation of Liability. Any attempt by you to (a) disclaim any theory or grounds upon which we or our customers might recover against you, (b) disclaim any kind or class of damages which we or our customers might recover against you, or (c) establish contract time limitations periods within which we or our customers are obligated to assert claims against you, are rejected by us and will not be effective.

17.05 您对责任限制的尝试。对于您用来(a)否认任何我们或我方客户可能借以向您寻求补偿的理论或依据(b)否认我们或我方客户可能借以向您寻求补偿的任何种类或等级的损害, 或(c)为我们或我方客户向您主张权利设定合约性的时间限制, 而所作的任何尝试, 我方拒绝承认, 并且这些努力将不产生效用。

18. Assignments.

18. 转让。

18.01 Assignment by Us. We may assign any benefit or obligation under any purchase order upon written notice to you.

18.01 我方的转让。在向您提供书面通知的情况下, 我们可以在任何采购订单中转让任何利益或义务。

18.02 Assignment by You. Any purchase order we issue to you is in reliance upon your personal performance of the obligations imposed. You agree not to assign a purchase order or delegate the performance of your obligations without our specific written consent. Any such assignment or delegation without our previous written consent, at our option, will be deemed a cancellation of the purchase order. Any consent to an assignment that we may give will not be deemed to waive our right to recover from you and your assigns for any claim arising out of a purchase order.

18.02 你方的转让。我们向您发出的任何采购订单都有赖于您对所赋予义务的亲自履行。您同意, 在没有得到我方特别书面同意的情况下, 您不会向他人转让采购订单或委托他人履行您的义务。任何未经我们事先书面同意的此类转让或委托行动, 我方有权选择将其视作对采购订单的取消。我们可能对某转让行为所给予的任何同意, 将不得视为我们放弃向您以及采购订单的受让方寻求赔偿的权利。

19. Continuing Obligations; Severability.

19. 持续义务; 可分割性。

19.1 Continuing Obligations. The obligations of each party under the following Sections will survive the expiration, non-renewal or termination of a purchase order: Sections 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 20 and 21.

19.1 持续义务。各方在以下小节内的义务将在采购订单过期、未续约或终止时存续: 第6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 20 和 21节。

19.2 Severability. Any term or condition that is declared unlawful or unenforceable by a court of competent jurisdiction will not apply. The unenforceability of any such term or condition will not affect the enforceability of any other term or condition.

19.2 可分割性。由有管辖权的法院宣布为非法或无执行可能的任何条款或条件将不适用。没有可执行性的任何此类条款或条件将不会影响任何其他条款或条件的可执行性。

20. No Third Party Rights; Advertising.

20. 没有第三方权利; 通告。

20.01 No Third-Party Rights. No term, condition or right in or arising under any of the Terms or otherwise relating to the purchase of the Supplies gives or creates any third-party beneficiary rights or any other rights whether in law or equity to any person or entity other than you and us.

20.01 无第三方权利。任何条款内包含或由其引发的条款、条件或权利，或有关供应品采购的其他条款、条件或权利，均不能给予任何第三方或为其产生受益权，也不能为你我之外的任何人或实体产生任何无论就法律或衡平法而言的其他权利。

20.02 Advertisement. You will not, without first obtaining our specific written consent, in any manner advertise, publish, or disclose to any third party that you have contracted with us to furnish the Supplies covered by a purchase order except as specified or required for completion of an order. Your breach of this Section will permit us to cancel the order in addition to any other rights and remedies we may have as provided by law.

20.02 通告。在未事先获得我方特别的书面许可之前，您将不会以任何方式向任何第三方通告、发布或披露您已与我方签约提供采购订单内所列的供应品，除非是为了完成订单而依照其指定或要求内容通告。您对本节规定的违反将许可我方取消订单，此外我方还可能依照法律来寻求其他任何权利或补偿。

21. Governing Law.

21. 适用法律。

21.01 This purchase order will be construed and interpreted according to the laws of the state appearing in our address on the applicable purchase order, without regard to the laws regarding conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

21.01 本采购订单将按照我方相应采购订单内所列地址的所在国法律来理解和解释，而不考虑该国的冲突法。联合国国际商品销售合同公约不适用于这些条款。

22. Arbitration.

22. 仲裁。

All disputes which cannot be settled by mutual negotiations shall be referred for arbitration by a sole arbitrator appointed by us under the provisions of the Arbitration Articles of the International Chamber of Commerce's Rules of Conciliation and Arbitration in force at that time. Arbitration proceedings shall take place in Geneva, Switzerland and proceedings will be conducted in English.

22.01 所有无法通过彼此协商来解决的争议都将提交我方根据国际商会调解与仲裁规则指定的一名独任仲裁员来仲裁。仲裁程序应在瑞士的日内瓦进行，并以英文来处理。