CISCO

STANDARD TERMS AND CONDITIONS OF PURCHASE – CHINA

1. TERMS OF AGREEMENT

The purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between the Cisco company ("Cisco") and the supplier (the "Supplier") identified in the Purchase Order. Cisco's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on Cisco's agreement to such different or additional terms. Supplier's electronic acceptance, acknowledgement of this Purchase Order, or commencement of performance constitutes Supplier's acceptance of these terms and conditions. Notwithstanding the foregoing, if a master agreement covering procurement of the Work described in the Purchase Order exists between Supplier and Cisco, the terms of such master agreement shall prevail over any inconsistent terms herein.

本采购订单，连同本标准采购条款及其所附任何附件和附录、规格描述、图纸、说明、指示和其他信息，无论是否实际附在订单后面还是在订单中被提及（以下统称为"采购订单"），构成思科公司（下称"思科"）与本采购订单中所列明之供应商（下称"供应商"）之间全部和唯一的协议。思科提交本采购订单的先决条件是供应商同意：与本采购订单不同的或额外的任何条款，不论是口头表述的条款，还是任何以订单确认、发票、知悉、免责、接受或其它书信往来中所包含的条款，亦不论提出该等条款的时间，一概不得构成本采购订单的一部分。即使供应商声称其接受采购订单的先决条件是思科同意上述不同或额外之条款。供应商通过电子方式接受、认可采购订单或开始履行采购订单的，构成供应商对本标准采购条款的接受。即使有上述规定，如果供应商与思科之间所签主协议已涵盖采购订单中所述的产品或工作成果，则该等主协议条款的效力应优于本标准采购条款中任何与之不符的条款。

2. DEFINITIONS

2.1 "Deliverables" means the deliverables specified in the Purchase Order (and any Statement of Work) to be delivered on or before the Delivery Date.

2.1 "应交付物"指采购订单（以及任何工作说明书）中所述的应在交付日的当天或之前交付的应交事物。

2.2 "Delivery Date" means the date or dates specified in the Purchase Order by which the Supplier is required to deliver the Work.

2.2 "交付日"指采购订单中所指定的一个或数个日期，供应商根据要求应在此日期前交付工作成果。

2.3 "Harmful Code" means any software intentionally designed to (i) disrupt, disable, harm, or impede operation, or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices.

2.3 "有害代码"指为下列目的故意设计的任何软件：(i)扰乱、破坏、损害或妨碍操作，或者(ii)随着时间的流逝将会损害操作，包括但不限于病毒、蠕虫病毒、定时炸弹、定时锁、完全停机装置、访问码、安全性密钥、后门或暗入口装置等。

2.4 "Intellectual Property Rights" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

2.4 "知识产权"指以下各项有形或无形的权益：(i) 版权以及世界范围内与创作作品相关的其他权利，包括但不限于版权、邻接权、精神权、掩膜作品及其一切衍生作品，(ii)商标和商号权利及类似权利，(iii)商业秘密权，(iv)专利、设计、算法、实用新型和其他工业产权及其一切改进产品，(v)世界范围内任何类别和性质的一切其他知识产权和工业产权（不论其名称为何），不论是通过法律运作、合同、许可或其他方式产生的，以及通过(vi)目前或今后有效的一切注册登记、初始申请、续展、延期、持续申请、分案申请或再授予（包括前述任何一项的任何权利）。

2.5 "Preexisting Materials" means any Intellectual Property Rights or tangible personal property of Supplier or Cisco created before the date of this Purchase Order or outside the scope of this Purchase Order.

2.5 "先前存在的资料"指在订单日之前或在订单范围以外创造的，属于思科或供应商所拥有的任何知识产权或有形的私有财产。

2.6 "Products" means tangible goods specified in the Purchase Order to be delivered on or before the Delivery Date.

2.6 "产品"指采购订单中所述应在交付日的当天或之前交付的有形商品。

2.7 "Services" means the services that Supplier is to perform for Cisco specified in the Purchase Order.

2.7 "服务"指供应商应为思科提供的采购订单中所述的服务。

2.8 "Statement of Work" or "SOW" means the document specifying, without limitation, the scope, objective, and time frame of the Work that Supplier will perform for Cisco.

2.8 "工作说明书"或"SOW"指描述供应商将为思科完成的工作包括但不限于其范围、目标和时间框架等内容的文件。

2.9 "Subcontractor" means a third party performing Work under an agreement (a "Subcontract") with Supplier.

2.9 "分包商"指根据其与供应商所签协议（下称"分包合同"）承担工作的第三方。

2.10 "Supplier Personnel" means Supplier's employees, consultants, agents, independent contractors and Subcontractors.

2.10 "供应商人员"指供应商的雇员、顾问、代理人、独立承包商和分包商。

2.11   "Third Party Intellectual Property" means the Intellectual Property Rights of a third party which Supplier uses or incorporates into the Work.

2.11   "第三方知识产权"指供应商使用或在工作成果中所采纳的第三方知识产权。

2.12   "Work" means the Deliverables, Products and Services specified in the Purchase Order, including any SOW.

2.12   "工作成果"指采购订单（包括任何工作说明书）中所述应交项目、产品和服务。

3.   DELIVERY

3．交付

3.1   Time is of the essence in Supplier's performance of its obligations under Section 3 of the Purchase Order. Supplier will immediately notify Cisco if Supplier's timely performance under the Purchase Order is delayed or is likely to be delayed. Cisco's acceptance of Supplier's notice will not constitute Cisco's waiver of any of Supplier's obligations.

3.1   供应商履行其在采购订单第 3 条项下义务的关键是时间。如果供应商对采购订单的按时履行受到延误（或有可能受到延误），供应商应立即通知思科。思科接受供应商的通知并不构成思科对供应商的任何义务的免除。

3.2   If Supplier delivers Work after the Delivery Date, Cisco may reject such Work.

3.2   若供应商在交付日之后交付工作成果，思科可以拒收。

3.3   Cisco will hold any Work rejected under this Purchase Order at Supplier's risk and expense, including storage charges, while awaiting Supplier's returns shipping instructions. Supplier will bear all return shipping charges, including without limitation, insurance charges Cisco incurs on Supplier's behalf. Cisco may, in its sole discretion, destroy or sell at a public or private sale any rejected Work for which Cisco does not receive return shipping instructions within a reasonable time, and apply the proceeds, if any, first toward any storage charges.

3.3   等待供应商的退货装货指示期间，思科可保存本采购订单项下拒收的工作成果，风险和费用包括仓储费用，应由供应商承担。供应商应承担全部退货的装运费用，包括但不限于思科代表供应商产生的保险费用。思科可根据其自行决定，销毁或在公开或私下销售中出售思科在合理时间内仍未收到退货装货指示的拒收工作成果，并将收益（如有的话）首先用于支付任何仓储费用。

3.4   Supplier will preserve, pack, package and handle the Deliverables and Products so as to protect the Deliverables and Products from loss or damage and in accordance with best commercial practices in the absence of any specifications Cisco may provide. Without limiting the foregoing, Supplier shall observe the requirements of any local laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.

3.4   在思科没有提供任何说明的情况下，供应商应根据最佳的商业惯例保存、捆扎、包装和搬运应交工作成果和产品，以使其免受损失或损毁。不仅如此，供应商还应遵守本地法律法规中与有害作业有关的规定，包括但不限于与其附带信息、包装、标示、报告、运输和处置等有关的规定。

3.5   Supplier will include with each delivery of Products a packing list identifying the Purchase Order number, the Cisco part number for each of the Products (if applicable), a description and the quantity of each of the Products, and the date of shipment.

3.5   供应商每次交付产品均应提供一份装箱单，列明采购订单号码、每个产品的思科部件号码（如适用）、每个产品的说明和数量以及发运日期。

3.6   Unless Cisco expressly instructs otherwise, Supplier will deliver all Work to Cisco's plant at the address set forth in the Purchase Order. Seller assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance. Risk of loss for the Deliverables and Products does not pass to Cisco until acceptance in accordance with Section 6.

3.6   除非思科另有明确指示，否则供应商应按采购订单上所列地址将全部工作成果交付至思科工厂。全部运费和交货费用由卖方承担，包括且不限于清关、关税、税收及保险等费用，在思科依照第 6 条规定验收产品之前，应交工作成果和产品的损失风险不得转移至思科。

4.   **PRICE AND PAYMENT**

4.   **价格与支付**

4.1   Unless otherwise specified in the Purchase Order, the price for the Work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. Supplier will, at Cisco's request, break-out from the price all such taxes and other charges, in its invoices.   Supplier shall use its best efforts to assist Cisco in all legal efforts to minimize the taxes resulting from the performance of this Purchase Order.

4.1   除非采购订单中另有规定，否则工作成果的价格应包含所有税费，如运输及交付费用、关税、清关费、特别关税、征收费及附加政府规费等。供应商应按思科要求，从价格中分别计算所有此类税费并包含在发票中，供应商应尽最大努力协助思科通过法律努力极力降低在订单履行过程中产生的税费。

4.2   Cisco will pay Supplier the price in accordance with the payment terms set forth in the Purchase Order following the later of: (i) the Delivery Date; (ii) the date of Cisco's acceptance of all of the Work; or (iii) Cisco's receipt of a properly prepared invoice. A properly prepared invoice must include the Purchase Order number and, if required in the Purchase Order, Supplier's certification of conformance of the Work to the requirements. Payment will be in the currency of the country in which the Cisco entity or affiliate identified in the Purchase Order is located, and if the price set forth in the Purchase Order is not in the local currency, then Cisco will determine the local currency equivalent of the price as of date of payment. Cisco may, at any time, set-off any amounts Supplier owes Cisco against any amounts Cisco owes to Supplier or any of its affiliated companies.

4.2   在下列日期或事件出现后（以较迟者为准），思科将按采购订单所述的付款条件向供应商付款：(i)交付日；(ii)思科验收全部工作成果通过之日；或者(iii) 思科收到适当开具的发票；适当开具的发票须包含采购订单号码；如果采购订单中列有要求的话，还须提交供应商关于工作成果符合该等要求的证明。付款将以采购订单中所述思科实体或关联公司所在国的当地货币支付，若订单所述货币不是当地货币，思科将按相当于付款日当天以当地货币计算的价格来决定。思科可在任何时候用供应商欠付思科的任何款额抵扣思科欠付供应商或其任何关联公司的任何款额。

5.   OWNERSHIP AND LICENSE

5．　所有权与许可

5.1   Unless otherwise specified in a SOW and except as provided in Section 5.2, Cisco is the sole and exclusive owner of all Deliverables and Supplier hereby irrevocably assigns and transfers to Cisco all of its worldwide right and title to, and interest in, the Deliverables, including all associated Intellectual Property Rights.

5.1   除工作说明书中另有说明及下述第 5.2 规定以外，思科是全部交付工作成果的唯一及独家的所有权人。供应商不可撤销地向思科出让并转让其在世界范围内对该交付工作成果享有的全部权利、所有权和权益，包括全部相关的知识产权。

5.2   Unless otherwise specified in a SOW, each party owns all right, title, and interest in and to any of its Preexisting Materials. Supplier hereby grants Cisco a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and authorize the granting of sublicenses, to use and reproduce Supplier's Preexisting Materials in the Deliverables to the extent necessary for Cisco's exercise and exploitation of its rights in the Deliverables.

5.2   除非工作说明书中另有规定，各方将拥有对于本方所有的任何先期存在的资料的全部权利、所有权及权益。供应商在此授予思科一项使用及复制供应商先期存在的材料的永久性的，不可撤销的，全球性的、可以转让的、无特许权使用费的、非独占的，可以转让及再许可的许可权，以便思科为实施及利用其对于交付成果权益，而必须使用及复制包含在交付工作成果中的属于供应商的先期存在的资料。

5.3   Unless otherwise specified in an SOW, Supplier will obtain and assign to Cisco a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use all Third Party Intellectual Property Rights incorporated into, required to use, or delivered with the Work. Supplier will deliver copies of the above releases and licenses to Cisco upon Cisco's request.

5.3   除非工作说明书中另有规定，供应商将应思科的要求获取并授予思科非独家、无特许权使用费的、全球性、永久性、不可撤销、可以转让并且可以再许可的许可权，以便思科能使用与交付工作成果相关联的，必须用到的，或与工作成果一并交付的所有第三方的知识产权。

6.   INSPECTION AND ACCEPTANCE

6．　检查及验收

Cisco may reject any or all of the Work which does not conform to the applicable requirements within 10 business days of Supplier's delivery of the Work. At Cisco's option, Cisco may (i) return the non-conforming Work to Supplier for a refund or credit; (ii) requires Supplier to replace the non-conforming Work; or (iii) repair the non-conforming Work so that it meets the requirements. As an alternative to (i) through (iii), Cisco may accept the non-conforming Work conditioned on Supplier providing a refund or credit in an amount Cisco reasonably determines to represent the diminished value of the non-conforming Work. Cisco's payment to Supplier for Work prior to Cisco's timely rejection of such Work as non-conforming will not be deemed as acceptance by Cisco.

思科可在供应商交付工作成果后的 10 个工作日内拒绝不符合相关要求的任何或全部工作成果。根据思科的选择，思科可以(i)把不合格工作成果退还供应商并要求退款或授信，(ii)要求供应商替换不合格工作成果，或者(iii)修复不合格工作成果并使其符合要求。作为第(i)至(iii)款的替代选择，思科可接受不合格工作成果，但条件是供应商提供一笔退款或授信，其金额根据思科的合理判断应相等于不合格工作成果被缩小的价值。思科在其即时拒收不合格工作成果之前向供应商支付款项不得被视为思科对该等工作成果表示接受。

Rev. 01/2012

7. **CHANGES**

7.1   As used in this Section 7, "Change" means a change Cisco directs or causes within the general scope of this Agreement, the applicable SOW or both.

7.1   在本第 7 条中，"变更"指思科在本协议和/或相关工作说明书的基本范围内指示或安排他人作出的变更。

7.2   Cisco, by written order ("Change Order"), may make Changes in accordance with this Section 7.

7.2   在发出书面指令（下称"变更单"）后，思科可依照本第 7 条做出变更。

7.3   If Supplier asserts that Cisco has directed or caused a Change to the cost of or time for performance for which Cisco has not issued a Change Order, Supplier will promptly notify Cisco in writing of the Change, providing (i) a description of the action or inaction asserted to have caused the Change; (ii) an estimate of the equitable adjustment that would be required for Supplier to perform the Changed Work; and (iii) a date no less than 30 days from the date of notice by which Cisco must respond to Supplier's notice so that Supplier may proceed with the Work unchanged. Cisco will evaluate Supplier's notice of Change in good faith, and if Cisco agrees that it has made a constructive change, Cisco will issue a Change Order to Supplier.

7.3   如果供应商认为思科尚未就其已经指示或安排人员做出的运作费用或运作时间的变更签发变更单，供应商应将该等变更迅速书面通知思科，并提供(i)对据说引起变更的作为或不作为所做的说明, (ii)对供应商完成变更工作成果所需公平调整所做的估计，以及(iii)通知之日起不少于 30 天的一个日期（在此日期前思科须对供应商的通知做出回复，使供应商能够继续进行未被变更的工作）。思科将基于诚信评估供应商的变更通知；如果思科认为供应商做出了积极的变更，则思科将向供应商签发变更单。

7.4   Supplier shall, as promptly as practicable, after giving the notice of the Change, or within 10 days of receiving a Change Order, submit a request for equitable adjustment specifying the adjustment in the price or time for performance resulting from the Change.

7.4   在发出变更通知后，供应商应尽快（或在收到变更单后的 10 日内）提交需公平调整的申请，说明因变更而需对价格或运作时间做出的调整。

7.5   The parties shall negotiate an amendment to the applicable SOW to incorporate a Change Order providing for an equitable adjustment to the price, time for performance, or both.

7.5   双方应商定对相关工作说明书作出的修正，使其包含对价格和/或运作时间做出公平调整的变更单。

7.6   Supplier will proceed with the Changed Work as directed, notwithstanding that the parties have not negotiated the amendment to this Agreement or the applicable SOW to incorporate the equitable adjustment.

7.6   即使双方尚未商定对本协议或相关工作说明书作出的修正以使其包含公平的调整，供应商仍应根据指示继续完成变更工作成果。

8.   REPRESENTATIONS AND WARRANTIES

8.   陈述与保证

8.1   Supplier represents and warrants that:

8.1   供应商陈述与保证:

(i)   it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order;

(i)   供应商拥有订立本采购订单并履行其在本采购订单项下义务的全部权力。

(ii)   it has the right and unrestricted ability to assign the Work to Cisco including, without limitation, the right to assign any Work performed by Supplier Personnel and Subcontractors;

(ii)   供应商拥有把工作成果转让给思科的权利和不受限制的能力，包括并不限于把供应商的人员和分包商完成的任何工作成果转让给思科的权利；

(iii)   the Work, and Cisco's use of the Work, do not and will not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or common law;

(iii)   无论是工作成果本身还是思科对工作成果的使用目前或将来都不会侵犯任何第三方的知识产权、公开权或隐私权，或者任何其他专有权利，无论其是否属于合同权利、法定权利还是普通法权利；

(iv)   Supplier will not disclose to Cisco, bring onto Cisco's premises, or induce Cisco to use any confidential or proprietary information that belongs to anyone other than Cisco or Supplier which is not covered by a non-disclosure agreement between Cisco and Supplier;

(iv)   供应商将不会把不为思科或供应商所有并且不受思科与供应商之间保密协议管辖的属于他人的保密或专有信息披露给思科，带入思科场所或劝诱思科使用该等信息；

(v)   Software supplied by Supplier does not contain any Harmful Code;

(v)   供应商提供的软件不含有任何有害代码；

(vi)   Supplier's Work conforms to Cisco's specifications, Supplier's quotation or proposal, and Supplier's brochures or catalogs, and if none of the foregoing is applicable, then such Work is suitable for the intended use;

(vi)   供应商的工作成果符合思科的规格、供应商的报价或方案及供应商的宣传册或目录，如果上述各项均不适用，则供应商的工作成果应适于其预期用途；

(vii)   in performing its obligations under this Purchase Order it will apply the Code of Ethics found
at: http://www.cisco.com/web/about/ac50/ac142/supplier/about_cisco_become_a_cisco_supplier.html;

(vii）   供应商在履行其在本采购订单项下义务的过程中，应遵守以下网址所公布的道德准

则:http://www.cisco.com/web/about/ac50/ac142/supplier/about_cisco_become_a_cisco_supplier.html;

(viii) except to the extent Supplier is providing: (A) Products only; (B) Services from a Supplier location; or (C) Services in relation to marketing, educational, or a sales related event at a third party site, they have read and comply with the Cisco Supplier Environmental Health and Safety Requirements located at:http://www.cisco.com/web/about/ac50/ac142/supplier/about_cisco_become_a_cisco_supplier.html;

(viii) 除供应商 A）仅提供产品；B）在供应商自己的场所提供服务；或 C）在第三方的场所提供与市场、教育或销售活动有关的服务等情形外，供应商已阅读并同意遵守公布于以下网址的思科供应商环境健康及安全要求规范：http://www.cisco.com/web/about/ac50/ac142/supplier/about_cisco_become_a_cisco_supplier.html;

(ix) it will not use or disclose any information that may identify an individual ("Personal Data") that is processed for or on behalf of Cisco, except to the extent necessary to perform under this Purchase Order;

（ix） 除非为执行采购订单所必须，供应商不得为思科获取或代表思科使用或披露任何被标明为个人的信息（"个人资料"）

(x) only to the extent that Supplier actually processes Personal Data it will: (A) implement and maintain appropriate technical and organizational measures and other protections for Personal Data (including, without limitation, not loading any Personal Data provided to Supplier on (a) any laptop computers or (b) any portable storage media that can be removed from Supplier's premises unless each case (i) such data has been encrypted and (ii) such data is loaded onto portable storage media solely for the purpose of moving such data to off-site storage), (B) report to Cisco any breaches of security of Personal Data immediately after discovery ("Security Incident"), (C) cooperate fully with Cisco in investigating any Security Incidents , (D) cooperate fully with Cisco's requests for access to, correction of, and destruction of Personal Data in Supplier's possession, (E) comply with all instructions or other requirements provided or issued by Cisco from time to time relating to Personal Data, and (F) permit Cisco and/or its duly authorized representatives, on reasonable prior notice, to inspect and audit Supplier's business premises and computer systems to enable Cisco to verify that Supplier is in full compliance with its processing obligations under this Purchase Order;

(x) 仅在供应商实际处理个人信息情况下，其应当（A）采用并维持适当的技术及组织手段，以及其它保护个人信息的措施（包括并不限于，不将提供给供应商的个人信息上载到a）任何笔记本电脑，或b）任何可以从供应商的场所移除的移动存储载体，但以下情况除外：（i）该等数据已经解密，及（ii）该等数据已上载至仅用于将其移动到非现场保存的移动存储载体上；B)在发现任何违反个人信息安全的事件（"保密事故"）后，即时向思科报告；C）全力配合思科对任何保密事故进行调查；D）全力配合思科对供应商所占有的个人信息进行获取、更正及销毁的要求；E）遵照思科就个人信息不时发出的所有指示及其他要；F）准许思科和/或其全权授权代表，在合理事先通知的情况下，对供应商的营业场所及电脑系统进行检查和审计，以使思科能证实供应商已完全遵照本采购订单下的信息处理义务。

(xi)　　it will not transfer Personal Data across any country border unless it is (a) strictly unavoidable for the proper performance under this Purchase Order, and (b) notified to Cisco in writing prior to any such transfer. Upon Cisco's request, Supplier shall enter into such other arrangements with Cisco as Cisco considers appropriate (e.g. the EU Model Clauses) in order to ensure that Supplier's transfers are lawful.

(xi)　　不跨越任何国家边境传送个人信息，除非是（a）为适当执行本订单的目的所严格地无可避免的，及（b）在传送之前以书面形式通知思科。并应思科要求就此与思科达成思科认为恰当的其它安排(例如欧盟示范条款)，以确保供应商的信息传送合法化。

(xii)　　it will not provide Cisco with Personal Data of any third party or its own employees. Notwithstanding the foregoing, if Supplier does provide Cisco with any Personal Data, Supplier represents and warrants that it has obtained the necessary consent to provide that Personal Data to Cisco and to allow Cisco to use, disclose, and transmit such Personal Data on a worldwide basis among Cisco and its affiliates in connection with this Purchase Order; and

(xii)　　不向思科提供属于第三方或本方员工的个人资料。尽管有前述规定，如果供应商确实向思科提供了任何个人资料，供应商在此陈述并保证：供应商已就向思科提供，并允许思科在思科全球及与本采购订单有关的思科关联公司范围内使用、披露及传送该等个人资料获得了必要的同意。

(xiii)　　no Products contain or include components (a) containing PCB' (polychlorinated biphenyls) chemical substances, (b) manufactured using a cadmium plating process or contain a chemical substance or mixture that is or becomes subject to a reporting requirement under Section 8(e) of the Toxic Substances Control Act, 15 U.S.C. Section 2607(e), as in effect at time of shipment.

(xiii)　　任何产品或部件均不： (a)含有PCB(多氯联苯)化学物质，(b)使用镉电镀工艺制作或者所含化学物质或混合物根据发货时有效的美利坚合众国《有毒物质控制法》（15 U.S.C. Section 2607(e)）第 8(e)条规定需要（或将需要）申报。

8.1　　Cisco warrants and represents to Supplier that it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order.

8.1　　思科向供应商承诺并保证其拥有签订及履行本采购订单项下全部义务的所有权力。

8.2　　TO THE EXTENT ALLOWED BY APPLICABLE LAW, NO OTHER WARRANTIES ARE MADE, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2　　在所适用之法律允许的情况下，任何一方均不作出任何其它明示或暗示的保证，包括就具有适销性和适用于特殊用途的暗示保证。

9.　ASSIGNMENT AND SUBCONTRACTING

9.　转让与分包

9.1　　Supplier may not assign any of its rights or delegate any of its obligations under the Purchase Order without Cisco's prior written consent, which Cisco will not unreasonably withhold. Cisco

may, at its option, void any attempted assignment or delegation undertaken without Cisco's prior written consent.

9.1 未经思科事先书面同意（思科不会没有理由地拒绝给予同意），供应商不得将其在采购订单项下的任何权利、义务转让或委派给他人。思科可根据其自行决定取消供应商未经思科事先书面同意试图做出的任何转让或委派。

9.2 Supplier may not subcontract any of its rights or obligations under the Purchase Order without Cisco's prior written consent. If Cisco consents to the use of a Subcontractor, Supplier will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify Cisco for all damages and costs of any kind, subject to the limitations in Section 12 (Indemnification), incurred by Cisco or any third party and caused by the acts and omissions of Supplier's Subcontractors' and (iii) make all payments to its Subcontractors. If Supplier fails to timely pay a Subcontractor for work performed, Cisco will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Supplier by any amount paid to the Subcontractor. Supplier will defend, indemnify and hold Cisco harmless for all damages and costs of any kind, without limitation, incurred by Cisco and caused by Supplier's failure to pay a Subcontractor.

9.2 未经思科事先书面同意，供应商不得将其在采购订单项下的任何权利、义务分包他人。如果思科同意使用分包商，供应商应：(i)保证全部分包义务得到履行并仍对其履行负责；(ii)对于思科或任何第三方因供应商的分包商的作为或不作为而招致的任何性质的一切损害和开支，根据第 12 条(赔偿)规定的责任范围，赔偿思科；并且(iii)向其分包商支付全部款项。如果供应商未能及时向分包商支付工作报酬，思科有权（但没有义务）支付分包商并从应付供应商的任何款额中扣减已付分包商的任何款额。对于思科因供应商未能及时支付分包商而招致的任何性质的任何损害赔偿和开支（无限），供应商应为思科提供辩护，做出赔偿，并使其免受损害。

9.3 To the extent allowed by applicable law, no person who is not a party to Purchase Order shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.

9.3 在所适用之法律允许的情况下，不属于采购订单一方的任何主体均无权根据相关立法、习惯等，强制执行采购订单的任何条款或获取其利益。

10. **TERM AND TERMINATION**

10. 期限与终止

10.1 The Purchase Order will remain in effect with respect to any SOW already issued prior to expiration of the term of the Purchase Order until such SOW is either terminated or the Work is completed and accepted.

10.1 对于在采购订单期满前已经签发的任何工作说明书，该采购订单依然有效，直到工作说明书已经终止或工作成果已经完成并被接受。

10.2 Cisco may terminate this Purchase Order, any SOW, or both at any time, for no reason or for any reason, upon 15 days written notice to Supplier. Upon receipt of notice of such termination, Supplier will inform Cisco of the extent to which it has completed performance as of the date of the notice, and Supplier will collect and deliver to Cisco whatever Work then exists. Cisco will pay Supplier for all Work performed and accepted through the effective date of the termination, provided that Cisco will not be obligated to pay any more than the payment that would have become due had Supplier completed and Cisco had accepted the Work. Cisco will have no further payment obligation in connection with any termination.

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10.2 经提前 15 天书面通知供应商后，思科可在任何时间有无理由均可终止本采购订单和/或任何工作说明书。在收到上述终止通知后，供应商应向思科说明供应商截止到通知之日的工作进展程度并将届时已有的工作成果整理并交付给思科。对于到终止生效之日前已经完成并被接受的全部工作成果，思科将向供应商付款，但是思科应付的款额不得超过供应商已完成且被思科所接受的工作成果的情况下思科本应支付的款额。思科不因终止订单而负有任何额外的付款义务。

10.3 Either party may terminate the Purchase Order, any SOW or both, immediately by delivering written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either makes a general assignment for the benefit of its creditors; (iii) either party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within 60 days; or (iv) either party is liquidating, dissolving, or ceasing to do business in the ordinary course.

10.3 如果发生下列任何事件，任何一方经书面通知另一方后，均可立即终止本采购订单和/或任何工作说明书：(i)一方或其财产被指定接收人；(ii)一方为其债权人的利益全面转让其资产；(iii)一方提起或被他人提起任何破产、资不抵债或债权人救济法律项下的任何程序，并且该等程序在 60 天内仍未被撤销；或者(iv)一方被清算、解散或停止其正常业务经营。

10.4 Cisco may immediately terminate the Purchase Order upon written notice to Supplier if there is a change in ownership representing 20 percent or more of the equity ownership of Supplier.

10.4 如果所有权变更涉及到供应商 20%或以上的股权，则经提前书面通知供应商后，思科可立即终止采购订单。

10.5 Either party may terminate this Purchase Order, any SOW or both, immediately by delivering written notice to the other party for any material breach not cured within 30 days of receipt of notice of the breach. Cisco shall have no further payment obligation to Supplier under any terminated SOW if Cisco terminates the SOW under this Section 10.5.

10.5 对收到违约通知后 30 天内仍未得到纠正的任何重大违约，一方经书面通知另一方后，可立即终止本采购订单和/或任何工作说明书。如果思科根据本第 10.5 条终止工作说明书，则思科在被终止的工作说明书项下对供应商不再负有任何付款义务。

10.6 Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.

10.6 性质上在本采购订单期满或终止后继续有效的任何义务或责任在本采购订单期满或终止后应继续有效。

11. CONFIDENTIAL INFORMATION AND PUBLICITY

11. 保密信息与公开

11.1 If Cisco and Supplier have entered into a Non-Disclosure Agreement ("NDA") which covers disclosure of confidential information under the Purchase Order, and if the term of the NDA expires before the expiration or termination of the Purchase Order, then the term of the NDA shall be automatically extended to match the term of the Purchase Order.

11.1 如果思科与供应商所签之保密协议（下称"保密协议"）涉及本采购订单项下保密信息的披露，并且该保密协议的期限在本采购订单期满或终止之前到期，则该保密协议的期限应自动延长并与本采购订单的期限保持一致。

11.2   The parties shall treat the terms, conditions, and existence of the Purchase Order as Confidential Information as defined in the NDA.

11.2   双方应将本采购订单的条款、条件和存在视为保密协议中所界定的保密信息。

11.3   Supplier shall obtain Cisco's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to Cisco.

11.3   在公布、显示、公开声明或通过媒体披露其作为思科供应商之一的关系之前，供应商应获得思科的书面同意。

12.   **INDEMNIFICATION**

12.   赔偿

12.1   As used in this Section 12, a "Claim" is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) for which one party (the "Indemnifying Party") may be obligated to defend, indemnify and hold the other party (the "Indemnified Party") harmless.

12.1   在本第 12 条中，"索赔"是使一方（下称"赔偿方"）有义务为另一方（下称"被赔偿方"）提供辩护、做出补偿以使其免受任何索赔、主张、损失、损害、责任、开支或费用的损害（包括可能产生的专业开支和费用）。

12.2   Supplier shall defend, indemnify and hold Cisco harmless from and against any and all Claims as incurred, arising out of or in connection with any (i) act or omission of Supplier (including its Subcontractors) in the performance of the Work; or (ii) any infringement of a third party's Intellectual Property Rights or any other rights.

12.2   对因(i)供应商（包括其分包商）在完成工作成果时的作为或不作为，或者(ii)侵犯第三方的知识产权或任何其他权利而给思科招致、产生的任何和所有的索赔，供应商应为思科提供辩护、做出赔偿并使思科免受损害。

12.3   Cisco shall indemnify and hold Supplier harmless from and against any and all Claims as incurred, arising out of or in connection with: (i) Supplier's use of Cisco's products or services in connection with the Work; (ii) Supplier's use of information or materials provided to Supplier by Cisco; or (iii) infringement a third party's Intellectual Property Rights or any other rights resulting from Supplier's adherence to Cisco's written instructions.

12.3   对因(i)供应商在工作成果中所使用思科的产品或服务，(ii)供应商使用思科向供应商提供的信息或材料，或者(iii)因供应商遵守思科的书面指示而侵犯第三方的知识产权或任何其他权利从而给供应商招致、产生的任何和所有的索赔，思科应向供应商做出赔偿并使其免受损害。

12.4   Each party will indemnify and hold the other party harmless from and against any and all Claims, as incurred, arising out of any negligent or willful acts or omissions of the Indemnifying Party which results in personal injury (including death) or damage to tangible property (not including lost or damaged data).

12.4   对因一方的任何过失、故意或忽疏的行为导致的人身伤亡或财产损失（不包括数据损失或损毁）而给另一方所招致、产生的任何和所有的索赔，该方均应向另一方做出赔偿并使其免受损害。

12.5   The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit the Indemnifying Party to control the defense, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnified Party's behalf.

12.5   被赔偿方应向赔偿方迅速提供索赔的书面通知并允许赔偿方掌控索赔的辩护、解决、调整或和解。被赔偿方可自费聘请法律顾问协助被赔偿方处理索赔事宜，但被赔偿方无权代表赔偿方达成任何索赔意见。

12.6   If a third party enjoins or interferes with Cisco's use of any Work, then in addition to Supplier's obligations under Section 12.2, Supplier will use its best efforts to (i) obtain any licenses necessary to permit Cisco to continue to use the Work; (ii) replace or modify the Work as necessary to permit Cisco to continue to use of the Work; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to Cisco the amount paid for any Work for which a third party enjoins or interferes with Cisco's use of the Work.

12.6   如有任何第三方禁止或干扰思科对任何工作成果的使用，则除供应商在第 12.2 条项下的义务外，供应商还应尽其最大努力：(i)以获得思科能继续使用工作成果所需的任何许可；(ii)替换或修改工作成果，使思科能够继续使用工作成果；或者在第(i)和(ii)款规定在商业上并非合理的情况下，(iii)立即向思科退还思科的使用受到第三方禁止或干扰的任何工作成果的已付款额。

12.7   Nothing in this Section shall limit any other remedy of the parties.

12.7   本第 12 条中的任何规定均不限制双方所能获得的任何其他的救济。

13. **LIABILITY**

13. **责任**

13.1   NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, CISCO WILL NOT BE LIABLE TO SUPPLIER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AMOUNT CISCO PAID TO SUPPLIER IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.

13.1   无论本采购订单中是否有其它规定，就本采购订单在因任何合同法上的、过失的、严格的责任或其他法定或衡平法理论项下的主题事由而言，对于超出思科在导致责任的事件或情形发生前 6 个月内向供应商所付款额以上的任何款项，思科对供应商不承担任何责任。

13.2   IN NO EVENT WILL CISCO BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER OR NOT CISCO WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

13.2   对因本采购订单而产生或与之有关的任何附带、间接、特殊、连带或惩戒性损害赔偿，或商业利润损失、经营中断或信息损失的损害赔偿，思科在任何情况下均无需对供应商承担任何责任，无论思科是否已被告知该等损害赔偿的可能性。

13.3   THE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE PURCHASE ORDER

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LIMITS EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

13.3 即使本条规定的任何有限救济的根本目的不能达到，责任范围依然适用。本采购订单中的任何规定均不限制一方对人身伤亡或财产损失所应承担的责任，亦不限制一方按被适用之法律不能得到免除的任何责任。

14. INSURANCE

Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Cisco in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place.

14．保险

供应商应购买并持有覆盖导致第三方身体伤害（人身伤害）及财产损失的充分额度的责任保险，以便在此类情况发生时保护思科；并应遵守任何及所有规范一个雇主对其雇员因雇佣关系所导致的人身伤害与疾病的责任之法律、法规及命令。供应商还应持有该等附加种类的保险，保险限额应与供应商所在法域或其经营行为发生之法域内与其类似规模及业务的公司的惯常限额相符合。

15. COMPLIANCE WITH LAWS

15. 遵守法律

Supplier represents and warrants that it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under this Purchase Order. In particular and without limitation, Supplier shall not act in any fashion or take any action that will render Cisco liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010), which prohibits the offering, giving or promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist it them or Cisco in retaining or obtaining business or in performing the Work. Supplier's failure to comply with this provision shall constitute a material breach of this Purchase Order.

供应商陈述并保证：供应商将遵守与供应商履行其在采购订单项下义务有关的所有适用国家法律法规以及地方规定、条例和指令。特别（但不仅）是，供应商不得以任何方式或采取任何行动使思科因任何违反美国《反外国腐败行为法》（下称"FCPA"）的行为而承担责任，该等法律禁止向政府、政党或机构的任何官员直接或间接地提供、给予或允诺提供或给予金钱或任何贵重物品，以便协助其或思科获得或保持业务或从事服务。供应商未能遵守 FCPA 将构成其对采购订单的重大违约。

16. GOVERNING LAW

16. 适用法律

The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the People's Republic of China ("PRC") without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Supplier irrevocably consents to the personal jurisdiction of the competent courts in Beijing,

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China, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

本采购订单应依照中华人民共和国（下称"中国"）的法律加以解释并且所有争议均应接受中国法律的管辖，不适用其法律冲突规则。双方明确放弃联合国国际货物销售合同公约对采购订单的适用。供应商不可撤销地同意中国北京有管辖权的法院的属人管辖权，并且不可撤销地放弃可能提出的以下主张，即在该法院提起的程序是按一个非便利的程序提起的。

17. **GENERAL**

17. 附则

17.1   Any notice to be given under the Purchase Order will be in writing and addressed to the party at the address stated in the front of the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

17.1   采购订单项下发出的任何通知均应采取书面形式并发至一方在采购订单首页所列的地址。通知在下列情况下将被视为有效送达：(i)由专人递交的通知，在递交后视为有效送达；(ii)通过隔夜快递服务（具备追踪能力）发送的通知，在收件方收到通知后视为有效送达；(iii)通过传真或电子邮件发送的通知，在通知发送方收到通过相应的传输方式发送的收讫确认后视为有效送达；或者(iv)通过登记或挂号邮件发送的通知，在邮件投寄后的 5 天内视为有效送达。

17.2   If there is a conflict between or among the Purchase Order and any documents attached to and incorporated by reference, the conflict will be resolved as follows:

17.2   如果本采购订单与其后所附或通过引述方式列入的任何文件之间存在任何冲突，则该等冲突应通过下列方式加以解决：

17.2.1 A conflict between the terms of the Purchase Order and those set forth in an exhibit or hyperlink will be resolved in favor of the Purchase Order.

17.2.1 本采购订单条款与附件或超级链接所指条款之间存在的冲突，应以有利于本采购订单的方式加以解决。

17.2.2 A conflict between the terms of the Purchase Order and those set forth in an SOW will be resolved in favor of the SOW.

17.2.2 本采购订单条款与工作说明书条款之间存在的冲突，应以有利于工作说明书的方式加以解决。

17.2.3 A conflict between the terms of an exhibit or hyperlink and those set forth in an SOW will be resolved in favor of the SOW.

17.2.3 附件或超级链接所指条款与工作说明书条款之间存在的冲突，应以有利于工作说明书的方式加以解决。

17.3   If any court of competent jurisdiction holds that any provision of the Purchase Order is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Purchase Order will not be affected or impaired, and all remaining terms of this Purchase Order remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

17.3   如果任何具有适当管辖权的法院判定本采购订单的任何规定非法、无效或不可执行，本采购订单其余规定的合法、有效和可执行性不受影响或被削弱，并且本采购订单的所有其他条款仍然具有充分的法律效力，只要本条规定不被用于违背双方的意图。

17.4   A party's election not to insist on strict performance of any requirement of the Purchase Order will not operate or be construed to waive any future omission or breach, or any other provision of the Purchase Order.

17.4   一方选择不坚持严格执行采购订单的任何要求，并不构成或被解释为放弃追究另一方已后的任何不履行或违约行为，或放弃采购订单的任何其他规定。

17.5   The Purchase Order shall be written in a Chinese version and in an English version. In the event of any discrepancy between the two aforementioned versions, the English version shall prevail.

17.5   本采购订单以中文和英文书就，若其中文文本与英文文本之间存在任何差异时应以英文文本为准。