

## Eaton's General Terms and Conditions for Purchase of Goods and Services ("Terms")

## 伊顿货物及服务采购的一般条款和条件 (“条款”)

### 1. Sole Terms; Acceptance.

Each order for the purchase of goods and/or services, including work product and deliverables, ("Supplies") issued by Eaton ("Order") is expressly limited to these Terms. Supplier accepts the Order and these Terms by (i) written acceptance or acknowledgement, (ii) commencing performance, or (iii) acceptance of payment. Any additional or different terms proposed by Supplier are expressly rejected by Eaton.

### 2. Buyer; Parties.

Buyer is the Eaton entity stated in the Order. Supplier's sole recourse under the Order shall be against such entity, and no other Eaton entities. Buyer is referred to as Eaton, and Supplier and Eaton are collectively referred to as Parties and individually as Party.

### 3. Quantity; Forecast.

3.1 Quantities purchased by Eaton shall be as stated in the Order, with no minimum purchase obligations. Title to Supplies (including licenses to services) shall pass to Eaton at the earlier of (i) payment by Eaton or (ii) receipt of Supplies by Eaton per the delivery terms in the Order. In the event of advance or progress payments, Supplier shall reasonably identify or otherwise mark Supplies as Eaton's property.

3.2 Any estimates or forecasts of production volumes or program durations are subject to change from time to time, with or without notice to Supplier, and shall not be binding on Eaton. Unless otherwise stated in the Order, Eaton makes no guaranty or commitment of any kind to Supplier regarding Eaton's requirements for Supplies.

3.3 For "blanket" or similar orders with no quantity specified, Supplier shall deliver Supplies as scheduled by Eaton.

### 4. Pricing; Payment.

4.1 The price of Supplies includes all taxes, tariffs, storage, handling, packaging and all other expenses and charges of Supplier. Prices are not subject to increase.

4.2 Eaton shall pay invoices within ninety (90) days, or other period agreed in writing, from the first batch processing date, not to exceed one-hundred-and-twenty (120) days, after Eaton's receipt of a correct invoice, and the Parties expressly agree to such payment terms. When the Parties are not permitted to agree to payment terms in excess of local legislation, a shorter payment period may be applicable.

### 5. Tax.

5.1 Supplier is liable for and shall pay all taxes, impositions, charges and exactions except for applicable sales, VAT/GST or similar taxes that are separately stated on Supplier's invoice.

5.2 Prices shall not include any taxes, impositions, charges or exactions for which Eaton has furnished a valid exemption certificate or other evidence of exemption.

5.3 If any tax included in the Order was not required to be paid by Eaton, Supplier shall notify Eaton and make a prompt refund to Eaton.

### 6. Delivery; Packing, Drayage and Containers; Expedited Delivery.

6.1 Time is of the essence in making deliveries under the Order.

6.2 Unless otherwise stated in the Order, all Supplies shall be delivered in accordance with Incoterms 2010 FCA to the place stated in the Order or if not stated, Eaton's place of business.

6.3 If Eaton pays for transportation, Supplier shall comply with Eaton routing instructions, including choice of designated logistics carrier.

6.4 Supplier is responsible for the cost of boxing, crating, and packing. Supplier shall prepare, at its expense, labels as specified by Eaton. Supplier is liable for damage to Supplies caused by improper boxing, crating or packing.

6.5 Supplier shall pay all additional freight costs if Supplier needs to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions or Supplier claim of Force Majeure per Section 29.3.

### 1. 唯一条款；接受。

伊顿为采购货物和/或服务（包括工作成果和可交付成果）（“供应品”）而发出的每一份订单（“订单”），均明确限于这些条款。供应商通过(i)书面承诺或确认，(ii)开始履行，或(iii)接受付款的方式接受订单及这些条款。伊顿明确拒绝供应商提出的任何附加或不同的条款。

### 2. 买方；双方。

买方是订单中所述的伊顿实体。供应商在订单下的唯一追索权，应针对该实体而非针对其他伊顿实体行使。买方简称为伊顿，供应商和伊顿统称为“双方”，各称为“一方”。

### 3. 数量；预测。

3.1 伊顿的采购数量应如订单中所述，不存在最低采购义务。供应品所有权（包括服务许可证）应在以下二者中较早的时间转移给伊顿：(i)伊顿付款之时；或者(ii)伊顿按照订单中的交货条款接收供应品之时。在预先付款或按进度付款的情况下，供应商应将供应品合理地确定或以其他方式标记为伊顿的财产。

3.2 对生产量或项目时间作出的任何估计或预测都会不时发生变化，不论是否通知供应商，该等估计或预测都不对伊顿产生约束力。除非订单中另有规定，就伊顿对于供应品的要求，伊顿不向供应商作出任何形式的保证或承诺。

3.3 对于“总括订单”或没有指定数量的类似订单，供应商应按伊顿的计划交付供应品。

### 4. 定价；付款。

4.1 供应品的价格包括供应商的所有税费、关税、仓储费、装卸费、包装费及所有其他费用和收费。价格不得上涨。

4.2 伊顿应在收到准确发票后在第一批处理日期起九十（90）天内或双方书面同意的其他时间内（但不超过伊顿收到准确发票后的一百二十（120）天）支付发票款项，双方明确同意该付款周期。如果双方不被允许商定超过当地立法许可范围的付款周期，可适用更短的付款周期。

### 5. 税费。

5.1 供应商须负责并应支付所有税费、征税、收费及苛捐杂税，除非供应商发票上另行列明所适用的销售税、增值税/消费税或类似税费。

5.2 价格不包括伊顿已提供有效豁免证书或其他豁免证据的税费、征税、收费或苛捐杂税。

5.3 如果订单中包含的任何税费无需伊顿支付，供应商应通知伊顿并及时向伊顿退款。

### 6. 交货；包装、运输及集装箱；加速交货。

6.1 时间按订单交货的关键因素。

6.2 除非订单中另有规定，否则所有供应品均应按照《2010年国际贸易术语解释通则》中的 FCA 条款交付至订单中指明的地点，若未指明，则交付至伊顿的营业地点。

6.3 如果伊顿支付运输费用，则供应商应遵守伊顿的路线指示，包括指定物流承运人的选择。

6.4 供应商负责装箱和包装费用。供应商应自费准备伊顿指定的标签。供应商对装箱或包装不当造成的供应品损坏负责。

6.5 如果供应商因其自身的作为或不作为或其依29.3条主张不可抗力而需采用特快运输方式满足约定的交货期要求，则供应商应负责支付所有额外运费。

## 7. Customs, Exports and Related Matters.

Supplier shall comply with all applicable import and export laws. Supplier shall assist Eaton in minimizing the costs of international transactions by providing documentation to support claims. Supplier is responsible for all costs associated with import and export compliance, including obtaining and paying for licenses or authorizations, certificates of origin and proper documentation for any import, export, or preferential duty claim. Any credits or refunds including tax, export or trade credits belong to Eaton.

## 8. Changes.

If Eaton requires modifications to any aspect of the Order, including drawings, designs or specifications, the Parties shall negotiate an equitable adjustment, if any, in the form of a change order or amendment. Supplier shall not make any changes without Eaton's prior written consent. No claim by Supplier for adjustment shall be allowed unless in writing and received by Eaton within thirty (30) days from the date notice is received by Supplier. Nothing in this clause shall excuse Supplier from performance of the Order as changed, including during the pendency of any claim.

## 9. Inspection; Audit.

Eaton or its representative may enter, inspect and/or audit on reasonable notice Supplier's plant, books and records to verify compliance with Eaton's requirements.

## 10. Warranties.

Supplier warrants and represents that (a) all Supplies shall: (i) conform to the specifications, standards, drawings, samples, descriptions and revisions furnished by Eaton; (ii) be merchantable and free of defects in design, materials and workmanship; (iii) be fit for the purposes intended by Eaton, (iv) be free of all liens, claims and encumbrances, (v) be manufactured entirely with new materials and free from latent defects, (vi) be free from viruses, disabling code, and open source software, (vii) be genuine, new and unused, and, (b) any work shall be performed in a professional manner and consistent with best industry standards.

## 11. Indemnification.

11.1 Supplier shall defend, indemnify and hold Eaton harmless against any losses, liabilities, damages, claims, suits, actions, proceedings, subrogations, costs, and expenses including court costs and attorneys' fees in connection with the Order including: a) death, injury or damages to any person or property; b) recall campaigns which in Eaton's reasonable judgment are required; c) counterfeit parts, including parts that have been copied or substituted without legal right or authority; d) Supplier's use of Eaton's machinery or equipment, where for such claim Supplier shall assume sole responsibility; e) actual or alleged infringement, direct or contributory, of Intellectual Property rights defined in Section 24.1; f) subcontractor performance; and, g) violation of law.

11.2 On receipt of notification, Supplier shall assume responsibility for the defense of any claims, suits, actions, or proceedings for which Supplier shall indemnify Eaton. Eaton has the right to be represented and participate through its own counsel in the defense and resolution of any indemnification matters. The indemnification obligations of Supplier are independent of warranty obligations of Supplier. Supplier may not settle or otherwise dispose of any such indemnified claims, suits, actions or proceedings without the prior written approval of Eaton.

## 12. Insurance.

12.1 Supplier shall maintain appropriate insurance coverage, in accordance with best industry practices, with a reputable insurance company against all relevant losses, liabilities and indemnities that may arise in connection with the Order and Supplier's operations. Eaton may specify additional insurance coverage requirements applicable to the Order. Such coverage shall not limit Supplier's liability under the Order.

12.2 On Eaton's request, Supplier shall provide Eaton with a copy of the insurance certificate evidencing coverage.

## 7. 海关、出口及有关事项。

供应商应遵守所有适用的进出口法律。供应商应通过提供支持其主张的文件，协助伊顿将国际交易成本降至最低。供应商负责与进出口合规有关的所有费用，包括为进口、出口或优惠关税要求获取许可证或授权书、原产地证书及适当文件并支付相关费用。任何包括税收、出口或贸易抵免等的抵免或退款均归伊顿所有。

## 8. 更改。

如果伊顿要求对订单的任何方面进行修改，包括图纸、设计或规格等，双方应协商以变更订单或修改的形式进行公平调整（若有）。未经伊顿事先书面同意，供应商不得进行任何更改。供应商不得提出调整要求，但伊顿在供应商收到通知之日起三十(30)天内收到该书面要求的除外。本条中的任何规定都不免除供应商履行变更订单的责任，包括在要求待决期间履行变更订单的责任。

## 9. 检查；审计。

经合理通知后，伊顿或其代表可进入供应商工厂检查和/或审核帐簿和记录，以核实其是否符合伊顿的要求。

## 10. 保证。

供应商保证并声明：(a) 所有供应品均应：(i) 符合伊顿提供的规格、标准、图纸、样品、说明及修改；(ii) 适销且不存在设计、材料和工艺缺陷；(iii) 适合伊顿预期的目的；(iv) 不存在任何留置权、权利主张及权利负担；(v) 完全以新材料制造，且不存在潜在缺陷；(vi) 不受病毒、禁用代码及开源软件影响；(vii) 为正版、全新及未使用的产品，以及(b) 任何工作都应以专业方式进行，并符合最佳行业标准。

## 11. 赔偿。

11.1 供应商应为伊顿抗辩并向其赔偿和保护其免受与订单及以下各项有关的损失、责任、损害赔偿、权利主张、诉讼、法律行为、法律程序、代位求偿、费用及开支，包括法院的费用和律师费：a) 对任何个人或财产造成的伤亡或损害；b) 根据伊顿的合理判断需要进行的召回活动；c) 假冒零部件，包括在没有合法权利或授权的情况下复制或替换的零部件；d) 供应商使用伊顿的机械或设备，其中供应商应对该权利主张承担全部责任；e) 直接或间接地实际或涉嫌侵犯第 24.1 条所界定的知识产权；f) 分包商的履行；以及 g) 违法行为。

11.2 在收到通知后，供应商应对其应向伊顿作出赔偿的权利主张、诉讼、法律行为或法律程序承担抗辩的责任。伊顿有权由其自己的律师代理和参与赔偿事项的抗辩和解决。供应商的赔偿义务与供应商的保修义务无关。未经伊顿事先书面许可，供应商不得以和解或以其他方式处理此类已获赔偿的权利主张、诉讼、法律行为或法律程序。

## 12. 保险。

12.1 供应商应按照最佳行业惯例，在信誉良好的保险公司保有适当的保险，以防止与订单和供应商经营有关的所有相关损失、责任和赔偿。伊顿可指定适用于订单的额外保险要求。此类保险不得限制订单项下的供应商责任。

12.2 应伊顿的要求，供应商应向伊顿提供证明承保范围的保险凭证复印件。

### 13. Eaton Standards; Industry Standards.

Supplier, and its suppliers, if applicable, shall comply with:

13.1 Eaton's programs and standards available at <http://www.eaton.com/us/en-us/company/selling-to-eaton.html> and incorporated by reference.

13.2 Eaton's Global Supplier Excellence Manual available at <http://www.eaton.com/us/en-us/company/selling-to-eaton/supplier-excellence.html> and incorporated by reference.

13.3 Eaton's Supplier Code of Conduct available at <http://www.eaton.com/us/en-us/company/selling-to-eaton/supplier-code-of-conduct.html> and incorporated by reference.

13.4 Applicable standards and inspection systems including, AS 9100D, ISO 9001:2015, or IATF 16949:2016 quality certification and ISO 14001 environmental certification.

13.5 Industry Production Part Approval Processes (PPAP) as specified by Eaton. Supplier shall provide all relevant PPAP information on Eaton's request.

### 14. Environmental, Health and Safety.

When at any Eaton location, Supplier shall comply with Eaton's environmental, health and safety ("EHS") requirements, including Eaton's EHS Policy and EHS Handbook (available at <http://www.eaton.com/content/dam/eaton/company/sustainability/files/EHS-handbook-english.pdf> and incorporated by reference and together "Eaton's EHS Requirements"). If Supplier fails to comply with Eaton's EHS Requirements, Eaton may stop services and remove Supplier from the location until Supplier has taken appropriate corrective action. Supplier shall be liable for all claims in respect of such stoppage.

### 15. Interchangeability.

All Supplies, which were not subject to validation testing or approval by an Eaton customer, shall be interchangeable with like supplies purchased from Supplier previously by Eaton. Supplier may not make any change to any Supplies designs, processes, or procedures without Eaton's prior written approval.

### 16. Eaton Property.

16.1 Eaton owns all materials made available to Supplier by Eaton as well as all replacements of those materials ("Eaton Property").

16.2 Supplier shall clearly mark Eaton Property and safely store separate and apart from Supplier's property in good condition, bear the risk of loss and ship at Supplier's expense to Eaton in as good condition as originally received by Supplier, reasonable wear and tear excepted.

16.3 Supplier may not use any Eaton Property except for performance of work under the Order or as authorized in writing by Eaton.

16.4 At any time Eaton may inspect and remove Eaton Property and Supplier grants Eaton an immediate right of access at any time to enter Supplier's premises to inspect and remove Eaton Property without any liability to Supplier.

16.5 Eaton disclaims all warranties, express or implied, with respect to Eaton Property. Supplier waives all claims in respect of Eaton Property.

### 17. Special Tooling.

17.1 The term "Special Tooling" includes all special equipment, manufacturing aids, and drawings acquired, manufactured, or used in the performance of the Order, that are of a specialized nature.

17.2 Supplier shall only use Special Tooling for performance under the Order. Supplier shall keep Special Tooling in good condition and fully covered by insurance. Upon termination or expiration of Order, Supplier shall immediately transfer title and possession of Special Tooling to Eaton for an amount equal to the unamortized cost of Special Tooling, or dispose of it as Eaton may direct.

### 18. Choice of Law; Dispute Resolution.

13. 伊顿标准；行业标准。

供应商及其供货商（如适用）均应遵守：

13.1 伊顿项目和标准可在 <http://www.eaton.com/us/en-us/company/selling-to-eaton.html> 上查阅并以援引方式纳入这些条款。

13.2 伊顿全球最佳供应商手册可在 <http://www.eaton.com/us/en-us/company/selling-to-eaton/supplier-excellence.html> 上查阅并以援引方式纳入这些条款。

13.3 伊顿供应商行为准则可在 <http://www.eaton.com/us/en-us/company/selling-to-eaton/supplier-code-of-conduct.html> 上查阅并以援引方式纳入这些条款。

13.4 适用的标准和检验体系，包括 AS 9100D、ISO 9001:2000 或 ISO/TS 16949:2002 质量认证及 ISO 14001 环境管理体系认证。

13.5 伊顿指定的工业生产件批准程序（PPAP）。供应商应根据伊顿的要求提供所有相关 PPAP 信息。

14. 环境、健康和安全的。

在任何伊顿所在地，供应商都应遵守伊顿的环境、健康和安全的（“EHS”）要求，包括伊顿的 EHS 政策和 EHS 手册（详见 <http://www.eaton.com/content/dam/eaton/company/sustainability/files/EHS-handbook-english.pdf>，其以援引方式纳入这些条款，统称为“伊顿的 EHS 要求”）。如果供应商未能遵守伊顿的 EHS 要求，伊顿可停止服务并将供应商驱离该地点，直到供应商采取适当纠正措施为止。供应商应就此类停止相关的所有权利主张负责。

15. 互换性。

未经伊顿客户验证、测试或批准的所有供应品，均可与伊顿以前从供应商处采购的类似供应品互换。未经伊顿事先书面许可，供应商不得对供应品设计、工艺或程序作出更改。

16. 伊顿财产。

16.1 伊顿拥有其提供给供应商的所有材料及这些材料的所有替代品（“伊顿财产”）的所有权。

16.2 供应商应明确标记伊顿财产，以良好状况将伊顿财产与供应商财产安全分离、储存，承担灭失风险，并以供应商最初收到时的良好状况（合理损耗除外）自费运输至伊顿。

16.3 除为完成订单项下或伊顿书面授权的工作外，供应商不得使用伊顿财产。

16.4 伊顿可随时检查和移走伊顿财产，供应商授予伊顿随时立即进入供应场所检查和移走伊顿财产的权利，伊顿无需因此对供应商承担任何责任。

16.5 伊顿否认与伊顿财产有关的一切明示或默示的保证。供应商放弃所有与伊顿财产有关的索赔。

17. 专用工具。

17.1 “专用工具”包括在执行订单过程中获得、制造或使用的具有专用性质的所有专用设备、辅助制造设备及图纸。

17.2 供应商只能将专用工具用于订单项下的履行目的。供应商应保持专用工具处于良好状态并全部投保。在订单终止或期满后，供应商应立即按照相当于专用工具未摊销成本的金额，将专用工具的所有权和占有转移给伊顿，或按伊顿的指示处置。

18. 准据法；争议解决办法。

18.1 The Order is governed by the laws of the country or State, as applicable, of the Eaton legal entity's incorporation. The United Nations Convention on Contracts for the International Sale of Goods and Article 1195 of the French Civil Code (Code Civil) are expressly excluded from any Order.

18.2 The Parties shall attempt good faith resolution of a dispute within thirty (30) days, during which time Supplier shall perform the Order in accordance with Eaton's instructions. If the Parties are unable to resolve the dispute within that period, either Party may bring a lawsuit before the people's court at the place of Eaton.

18.3 If there is any dispute arising under the Order, Eaton and Supplier shall proceed diligently with the performance required under the Order pending resolution of the dispute.

## 19. Compliance with Applicable Laws.

Supplier shall comply with all applicable laws, statutes, rules, regulations, orders, and standards in any jurisdiction.

## 20. Anti-Corruption

In connection with all business transactions with Eaton:

20.1 Supplier and its suppliers shall comply with applicable national and international anti-bribery rules, including the U.S. Foreign Corrupt Practices Act (FCPA), United Kingdom, and European Union, Organisation for Economic Co-operation and Development (OECD) and Council of Europe anti-bribery rules.

20.2 Supplier shall not directly or indirectly solicit, receive or offer any form of bribe, kickback, or other corrupt payment or thing of value to or from any person or organization, including government agencies or officials, companies or personnel of those companies.

20.3 Supplier and its affiliates shall at all times keep complete and accurate books and records, and all records and information that Supplier provides to Eaton pertaining to the Order shall be complete and accurate.

## 21. U.S. Government Contracts.

21.1 If any Supplies are to be used on a U.S. Government contract, then the Eaton FAR and/or DFARS flow-down addendum available at [http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po\\_terms/PO%20Terms%20-%20FARS.pdf](http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po_terms/PO%20Terms%20-%20FARS.pdf) and incorporated by reference shall apply. Supplier shall accept mandatory flow-down clauses at no additional cost to Eaton.

21.2 Supplier shall comply with Defense Priorities and Allocation System (DPAS) Regulation (15 CFR 700) if the Order is rated.

21.3 Supplier certifies that it, or Supplier's principals, are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a Federal agency.

## 22. Confidentiality.

22.1 Any confidential, proprietary or non-public information, including drawings, descriptions, specifications and any other Intellectual Property made available to Supplier or created for Eaton related to the Order ("Confidential Information") is the property of Eaton.

22.2 Supplier and its representatives shall protect Eaton Confidential Information, and shall not disclose, copy, reproduce, reverse engineer or transfer Confidential Information to any third parties or use for purposes other than fulfilling its obligations under the Order.

## 23. Data Security and Cybersecurity.

23.1 Supplier may receive or have access to information relating to identified or identifiable individuals ("Personal Data"), including Eaton employees, temporary workers, contractors, consultants, customers or suppliers. Personal Data, in whichever form, is of a very sensitive nature, and Supplier shall keep Personal Data strictly confidential and use it (i) only within the limits authorized by Eaton and for the purpose of Supplier's performance under the Order, and (ii) in accordance with all applicable laws, and where applicable, the Personal Data Processing Clauses available at [http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po\\_terms/Personal-Data-Processing-Clauses.pdf](http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po_terms/Personal-Data-Processing-Clauses.pdf) and incorporated by reference.

18.1 订单受伊顿法律实体注册地所在国家/地区或州的适用法律管辖。《联合国国际货物销售合同公约》和《法国民法典》(民法典)第1195条明确排除适用于任何订单。

18.2 双方应努力在三十(30)天内善意解决争议,在此期间,供应商应按伊顿指示履行订单。如果双方无法在此期间内解决争议,任何一方可以起诉至伊顿所在地的人民法院。

18.3 如因订单发生任何争议,伊顿和供应商应在等待解决争议期间继续努力根据订单要求履行。

19. 遵守适用法律。

供应商应遵守任何管辖区域内适用的所有法律、成文法、规则、法规、命令及标准。

20. 反腐败

对于与伊顿有关的所有商业交易:

20.1 供应商及其供货方应遵守适用的国家和国际反贿赂规则,包括美国《反海外腐败法》(FCPA)、英国及欧盟、经济合作与发展组织(OECD)和欧洲委员会的反贿赂规则。

20.2 供应商不得直接或间接向任何个人或组织(包括政府机构或官员、公司或公司人员)索取、收受或提供任何形式的贿赂、回扣或其他腐败性付款或有价物。

20.3 供应商及其附属公司须始终保存好完整准确的账簿和记录,供应商提供给伊顿的所有与订单有关的记录和信息均应当完整和准确。

21. 美国政府合同。

21.1 如果供应品将根据美国政府合同使用,则可在[http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po\\_terms/PO%20Terms%20-%20FARS.pdf](http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po_terms/PO%20Terms%20-%20FARS.pdf)上查阅伊顿 FAR 及/或 DFARS 下行附录并以援引方式纳入这些条款并应予以适用。供应商应接受强制性下行条款,且不向伊顿收取额外费用。

21.2 若订单为分级订单,供应商应遵守国防重要性及分配系统(DPAS)办法(15 CFR 700)。

21.3 供应商特此证明,供应商或其负责人未被联邦机构禁止、暂停、建议禁止或宣布没有资格授予合同。

22. 保密。

22.1 任何保密、专有或非公开信息,包括提供给供应商或为伊顿创建的与订单有关的图纸、说明、规格及其他知识产权("保密信息"),均为伊顿财产。

22.2 供应商及其代表均应保护伊顿的保密信息,并且不得将其保密信息披露、复印、复制或逆向工程或转让保密信息给任何第三方,也不得将其用于履行订单义务以外的其他目的。

23. 资料安全和网络安全。

23.1 供应商可能会接收或获取与已识别或可识别个人有关的信息("个人数据"),上述个人包括伊顿的雇员、临时工、承包商、顾问、客户或供货方。个人数据,不论其采取何种形式,均具有非常敏感的性质。供应商应对个人数据严格保密,并按以下条款使用:(i)仅在伊顿授权的范围内用于供应商履行订单义务的目的;以及(ii)遵循所有适用法律,在适用的情况下遵循个人数据处理条款,可在[http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po\\_terms/Personal-Data-Processing-Clauses.pdf](http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po_terms/Personal-Data-Processing-Clauses.pdf)上查阅,并以援引方式纳入这些条款。

23.2 Supplier shall operate and maintain an information and cybersecurity program, including administrative, physical and technical safeguards, designed to protect against and prevent any unauthorized use, access, processing, destruction, loss, alteration or disclosure of Confidential Information and Personal Data (“Security”). Upon the request of Eaton, Supplier shall provide proof of Supplier’s Security and submit its processing facilities for audit of the processing activities covered by the Order. Such audit shall be carried out by Eaton or its agents with the required professional qualifications and a duty of confidentiality. Supplier shall immediately notify Eaton of any perceived, potential or actual breach to Supplier’s Security (“Breach”), and provides a full description of the Breach, the impact and mitigation efforts. Supplier will then promptly (a) investigate, remediate, and mitigate the effects of the breach; and (b) provide Eaton with assurances reasonably satisfactory to Eaton that such breach will not recur. If Eaton determines that notices or other remedial measures are warranted, Supplier will, at Eaton’s request and at Supplier’s cost, undertake such remedial actions.

23.3 Any software provided by or on behalf of Supplier shall not contain any computer code or other mechanism that would allow Supplier or others to access information on Eaton’s computers, networks or products for any purpose including viewing, transmitting or conveying such information to Supplier or any other party. If vulnerability is discovered in any software which may be exploited by others, Supplier agrees, at Supplier’s cost, to immediately take all corrective actions necessary to prevent such exploitations or identify, contain, eradicate and recover Eaton’s assets if an exploitation occurred.

## 24. Intellectual Property.

24.1 “Intellectual Property” includes any patent, trademark, trade secret, copyright, design, know-how, or other proprietary right.

24.2 Eaton retains all right, title and interest in and to its Intellectual Property related to the Order. Any license of Eaton Intellectual Property is granted solely for the limited right to permit Supplier to perform its obligations under the Order for the sole benefit of Eaton.

24.3 Supplier retains its Intellectual Property that existed before this Order. Supplier grants Eaton a worldwide, nonexclusive, royalty free, irrevocable, perpetual license under its Intellectual Property to use, sell, repair and reconstruct Supplies and copy, distribute and create derivative works of copyrightable work product and deliverables.

24.4 Supplier hereby assigns to Eaton all right, title, and interest in and to all Intellectual Property in Supplies created for Eaton related to the Order.

24.5 Supplier shall promptly disclose all Intellectual Property owned by Eaton pursuant to Section 24.4, including all inventions, and shall execute any documents necessary to perfect Eaton’s ownership therein.

## 25. Product Stewardship Requirements.

25.1 Supplier and its suppliers shall comply with all applicable Product Stewardship Requirements including because of the place Supplies are created or delivered to Eaton or the ultimate place Eaton’s own products or its customers’ products are sold or used. “Product Stewardship Requirements” include laws, regulations, industry standards and Eaton, or Eaton’s customer, requirements concerning (i) chemical or materials composition, labeling, recycling, take back/end-of life, and disposal, (ii) product design for safety, energy efficiency, and recyclability, or similar life-cycle requirements, and (iii) product packaging and transportation.

25.2 Supplier, at its cost, shall (i) identify chemical and material names and quantities contained in Supplies, (ii) identify chemical and material composition and information to allow safe use of Supplies, (iii) complete any Material Declaration or similar information requests by Eaton, (iv) complete required registration with regulatory agencies of chemical or materials composition of Supplies, (v) propose alternate solution to ensure continuity of supply if delivery of Supplies is prohibited, (vi) cooperate with Eaton in evaluating Supplies’ environmental impact per international or other standards defined by Eaton, and (vii) provide Eaton with evidence that Supplies comply with Product Stewardship Requirements.

## 26. Termination for Convenience.

23.2 供应商应实施和维护信息和网络安全计划，包括行政、物理和技术保障措施，以防止和预防任何未经授权使用、获取、处理、销毁、丢失、更改或泄露保密信息和个人数据的行为（“安全”）。应伊顿的要求，供应商应提供其安全证明，并提交其处理设备，以对订单所涵盖的处理活动进行审核。此类审核应由伊顿或其具有所需专业资格和保密义务的代理人进行。供应商应立即向伊顿通知其感知到的、潜在或实际违反供应商安全规定（“违约行为”）的情况，并提供其对违约行为及其影响和减损措施的完整说明。然后，供应商应及时 (a) 调查、补救和减轻违约行为的影响；以及 (b) 向伊顿提供令伊顿合理满意的保证，即保证今后不再发生此类违约行为。如果伊顿认定有必要发出通知或采取其他补救措施，供应商应根据伊顿的要求自费采取此类补救措施。

23.3 由供应商或其代表提供的软件，不得包含计算机代码或其他机制，以使供应商或他人能够为任何目的访问伊顿计算机、网络或产品上的信息，包括查看或向供应商或他方发送或传达此类信息。如果在软件中发现可能被他人攻击的漏洞，供应商同意自费立即采取一切必要的纠正措施，以防止此类攻击行为，或者在发生此类攻击行为时识别、控制、摧毁及收回伊顿的财产。

## 24. 知识产权。

24.1 “知识产权”包括任何专利权、商标权、商业秘密、版权、设计、专有技术或其他专有权利。

24.2 伊顿保留与订单有关的知识产权项下的一切权利、所有权利和利益。伊顿知识产权的许可，仅为允许供应商只为伊顿利益履行订单义务的有限权利而授予。

24.3 供应商保留其在此订单之前存在的知识产权。供应商向伊顿授予其知识产权项下的全世界范围内的、非排他性的、免使用费的、不可撤销的及永久性的许可，以使伊顿能够使用、销售、维修和重建供应品，以及复制、分发和创建可获得版权的工作成果和可交付成果的衍生作品。

24.4 供应商特此向伊顿转让就订单为伊顿创建的所有供应品知识产权项下的一切权利、所有权及利益。

24.5 供应商应根据第 24.4 条及时披露伊顿拥有的所有知识产权，包括所有发明，并应签署任何必要的文件，以完善伊顿对该等知识产权享有的所有权。

## 25. 产品管理要求

25.1 供应商和其自身的供应商们应当遵守所有适用的产品管理要求，包括供应品产生或交付给伊顿的地点、伊顿自己的产品或伊顿客户产品的最终售出地或最终使用地的产品管理要求。“产品管理要求”包括如下方面的法律、法规、行业标准和伊顿或伊顿客户的要求：(i) 化学或材料成分、标签、再循环使用、回收/寿命周期、处置；(ii) 安全、能源效率、可回收性或类似的生命周期要求的产品设计；及 (iii) 产品包装和运输。

25.2 供应商应当自费：(i) 确认供应品所含的化学品、材料的名称和数量；(ii) 确认化学品、材料成分和信息以便安全使用供应品；(iii) 完成伊顿提出的任何材料申报或类似信息要求；(iv) 完成监管机构所要求的供应品的化学品或材料成分的注册；(v) 如果交付供应品被禁止，提出变通方案来确保持续供应；(vi) 依据伊顿定义的国际或其他标准，和伊顿合作评估供应品的环境影响；及 (vii) 向伊顿提供供应品符合产品管理要求的证明。

## 26. 便利终止。

Eaton reserves the right to terminate the Order, or any part hereof, at its sole convenience. Upon receipt of termination notice, Supplier shall immediately cease all work and ensure all of its suppliers and subcontractors cease work. Within thirty (30) days of such termination, Supplier shall submit necessary documentation to claim reasonable termination costs if any, which shall only include Supplier's direct costs that have been incurred as a result of termination. Any claim shall be deemed waived unless asserted within thirty (30) days from Supplier's receipt of the Eaton's termination notice.

## 27. Termination for Default.

27.1 Upon written notice to Supplier, Eaton may terminate all or part of the Order if (i) Supplier defaults in the performance of any provision of the Order, including late delivery or Supplier's failure to make reasonable progress towards completion of the Order, and such default is not cured within seven (7) days, or (ii) in the event of Supplier's bankruptcy, suspension of business, insolvency, appointment of a receiver for Supplier's property or business, or any assignment, reorganization or arrangement by Supplier for the benefit of its creditors.

27.2 Supplier shall be liable for, and pay to Eaton, any costs, including the cost for additional managerial and administrative services, in excess of the price for Supplies.

27.3 In the event of a termination for default, Supplier shall protect and preserve property in its possession where Eaton has an interest.

27.4 Eaton is entitled to a refund of all monies paid to Supplier for the terminated Order.

## 28. Transition of Supply.

In the event of termination or expiration of the Order, Supplier shall reasonably cooperate in the transition of supply, including providing information and documentation regarding manufacturing process for Eaton Supplies, including on-site inspections, bill-of-material data, tooling and process detail and samples of Supplies and components.

## 29. Force Majeure.

29.1 Neither Party will be in default for any delay or failure to perform due to natural, civil or political causes beyond its control and without its fault or negligence ("Force Majeure").

29.2 The following shall not constitute a Force Majeure event for Supplier: i) Supplier's ability to sell Supplies at a more advantageous price, ii) increases in Supplier's production costs, iii) interruptions in Supplier's supplies, including if a supplier fails to supply Supplier, (iv) labor disputes or strikes at Supplier's facilities, or (v) epidemics.

29.3 The Party affected by a Force Majeure event shall promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the event, and shall use its best efforts to remedy the event.

29.4 If Supplier's delivery is delayed by a Force Majeure event, Eaton may cancel deliveries per Section 27.

## 30. Epidemics.

30.1 Supplier will make best efforts to make delivery of Supplies during an epidemic, including Supplier payment for expedited freight costs to meet Order delivery commitments.

30.2 Prior to the delivery of Supplies, Eaton may cancel Orders for reasons attributable to the outbreak of any epidemic. Eaton cannot be held liable, and Supplier shall not be entitled to any damages or indemnifications resulting from an epidemic.

## 31. Remedies.

31.1 The rights and remedies available to Eaton are cumulative and in addition to all other legal or equitable remedies.

31.2 Eaton may reject Supplies that are nonconforming and return rejected Supplies without payment to Supplier. Supplier may not repair rejected Supplies unless Eaton authorizes repair in writing. Supplier shall reimburse Eaton for all damages caused or required by Supplier's breach or by nonconforming Supplies.

伊顿保留在其方便的时候终止订单或本条款任何部分的权利。在收到终止通知后, 供应商应立即停止所有工作, 并确保其所有供货商和分包商停止工作。在此等终止后三十(30)天内, 供应商应提交必要的文件, 以要求支付合理的终止费用(如有), 其中只能包括供应商因终止而招致的直接费用。除非在供应商收到伊顿终止通知后三十(30)天内提出, 否则任何权利主张均应被视为已予放弃。

## 27. 因违约终止。

27.1 在书面通知供应商后, 伊顿可全部或部分地终止订单如果(i) 供应商未能履行订单的任何规定, 包括逾期交货或供应商未能在完成订单方面取得合理进展, 并且供应商未能在七(7)天内纠正此类违约行为; 或者(ii) 供应商破产、停业、资不抵债、被指定供应商财产或业务的接管人, 或供应商为债权人利益进行转让、重组或安排。

27.2 供应商应负责并向伊顿支付超过供应品价款的费用, 包括附加管理和行政服务费。

27.3 在因违约终止的情况下, 供应商应保护和保存好由其占有的伊顿享有权益的财产。

27.4 伊顿有权就终止订单要求退还其支付给供应商的所有款项。

## 28. 供应过渡。

在订单终止或期满时, 供应商应合理配合完成供应品的过渡, 包括提供有关伊顿供应品生产过程(包括现场检查、材料清单资料、工具和工艺细节及供应品和零部件样品等)的信息和文件。

## 29. 不可抗力。

29.1 若任何一方因其无法控制的自然、民事或政治原因(“不可抗力”)而迟延或未能履行其义务, 在该方无过错或过失的情况下, 将不被视为违约。

29.2 就供应商而言, 下列情况不构成不可抗力事件: i) 供应商有能力以更优惠的价格销售供应品; ii) 供应商生产成本的增加; iii) 供应商供货中断, 包括供货商的供应商未向供应商供货; iv) 在供应场所发生的劳资纠纷或罢工; 或者 v) 流行病。

29.3 受不可抗力事件影响的一方应及时向对方提供书面通知, 详细说明该事件的全部细节和预计持续时间, 并尽最大努力对该事件进行补救。

29.4 如果供应商的交货因不可抗力事件而延迟, 伊顿可根据第 27 条取消交货。

## 30. 流行病。

30.1 供应商将会尽最大努力在疫情期间履行交货义务, 包括供应商负担加急货运成本来满足订单中的交货承诺。

30.2 在交付供应品之前, 伊顿有权因任何流行病的蔓延所导致的原因而取消订单。伊顿将不会因此而承担责任, 供应商也无权要求因流行病蔓延而产生的任何损失或赔偿。

## 31. 救济。

31.1 伊顿享有的权利和救济是累积性的, 且除此之外还享有所有其他法律或衡平法上的救济。

31.2 伊顿可拒收不合格供应品, 并在不向供应商付款的情况下退回其拒收的供应品。除非伊顿书面授权维修, 供应商可不维修拒收的供应品。供应商应向伊顿赔偿因其违约或不合格供应品而引起或要求的所有损失。

31.3 Monetary damages may not be a sufficient remedy for any actual, anticipatory or threatened breach of the Order and, in addition to all other rights and remedies that Eaton may have, Eaton shall be entitled to specific performance and injunctive equitable relief as a remedy.

31.4 Eaton has the right to set-off against any amounts payable by Eaton or its affiliates to Supplier or its affiliates.

31.5 If Supplier alleges a breach of the Order by Eaton, Supplier shall continue performance until such allegation is resolved.

31.6 If any portion of the Order is invalid or unenforceable, the remaining portions of the Order remain valid and enforceable.

## 32. No Publicity.

Supplier shall not make any release regarding the Order or use of Eaton trademark or trade name, including any public announcement or advertising.

## 33. Relationship of Parties.

Each Party is an independent contractor and the Order shall not constitute, create, or give effect to or otherwise imply a joint venture or partnership of any kind. Neither Party shall be deemed to be an employee, agent, partner, legal representative or joint employer of the other, nor shall have any right, power or authority to create any obligation on behalf of or bind the other in any way.

## 34. No Implied Waiver.

Eaton's failure to insist upon Supplier's performance of any obligation or to exercise any right shall not constitute a waiver of future performance or future exercise of a right. Supplier's obligations with respect to future performance and rights shall continue.

## 35. Survival.

Any provision intended to survive termination or expiration, including Sections 10, 11, 12, 16, 17, 21, 22, 23, 24, 27, 28, 30 and 31 shall remain in full force and effect notwithstanding termination or expiration.

## 36. Entire Agreement; Modifications; Updates.

36.1 These Terms constitute the entire agreement.

36.2 Amendments can only be made by written document signed by Eaton and Supplier.

36.3 Eaton may update its Terms. Updated Terms shall apply to all Orders after the effective date of the updates. Where a web link is incorporated by reference into these Terms, the most recently updated version shall apply.

## 37. Assignment; Subcontractors.

Supplier shall not assign, subcontract or otherwise transfer any of its rights or obligations under the Order unless agreed in writing. Supplier will impose these Terms on all subcontractors and shall be liable for subcontractors' performance.

## 38. Notices.

When required by these Terms, notices to Supplier shall be sent to Supplier's address on the Order. Notices to Eaton shall be sent to Eaton's address on the Order, with a copy to Eaton Corporation, 1000 Eaton Boulevard, Cleveland, Ohio 44122, attention: Law Department. All notices shall be delivered personally, or by postage prepaid registered mail, return receipt requested. Notice is effective on receipt by a Party.

## 39. Interpretation.

39.1 Headings are for convenience only.

39.2 The term "including" when used in these Terms, shall mean "including, but not limited to".

39.3 In the event of conflict between the two languages, on the meaning or interpretation of a word, phrase or clause, the English language version shall prevail.

31.3 对于任何实际、预期或可能违反订单的行为，金钱损害赔偿可能不是充分的救济，除伊顿可能享有的所有其他权利和救济外，伊顿还有权享有特定履行和禁令等衡平法上的救济。

31.4 伊顿有权从伊顿或其附属公司应付给供应商或其附属公司的款项中作出抵扣。

31.5 如果供应商指控伊顿违反了订单，供应商应继续履行义务，直到这一指控得以解决为止。

31.6 如果订单的任何部分无效或不可执行，订单的其余部分仍应有效并可予执行。

## 32. 禁止公开。

供应商不得发布任何有关订单或使用伊顿商标或字号的信息，包括任何公告或广告。

## 33. 双方关系。

各方均为独立订约方，订单不得构成、创设或以其他方式暗示任何形式的合资或合伙关系或使其生效。任何一方均不得被视为对方的雇员、代理人、合伙人、法定代表人或共同雇主，也不得享有任何方式代表对方创设义务或约束对方的权利、权力或授权。

## 34. 无默示弃权。

伊顿未能坚持使供应商履行任何义务或行使任何权利，不构成其对未来履行该等义务或未来行使该等权利的放弃。供应商就未来履行或未来行使权利的义务应持续存在。

## 35. 存续。

任何旨在终止或期满后继续有效的条款，包括第 10 条、第 11 条、第 12 条、第 16 条、第 17 条、第 21 条、第 22 条、第 23 条、第 24 条、第 27 条、第 28 条、第 30 条及第 31 条，即使终止或期满，仍应保持完整效力。

## 36. 完整协议；修改；更新。

36.1 这些条款构成完整协议。

36.2 修改只能通过伊顿和供应商签署的书面文件进行。

36.3 伊顿可更新其条款。更新后的条款适用于更新生效日期后的所有订单。如果以援引方式将网页链接纳入这些条款，则应采用最新更新的版本。

## 37. 转让；分包商。

除非书面同意，否则供应商不得让与、分包或以其他方式转让其在订单下的任何权利或义务。供应商将本条款约束于所有分包商，并对分包商的履行情况负责。

## 38. 通知。

当本条款要求，提供给供应商的通知应被发送到订单所载的供应商地址。提供给伊顿的通知应发送到订单所载的伊顿地址，并抄送给 Eaton Corporation：地址：1000 Eaton Boulevard, Cleveland, Ohio 44122 收件人：Law Department。所有通知均应通过专人递送或邮资预付并要求回执的挂号信方式送达。通知在收到之时生效。

## 39. 解释。

39.1 标题仅为方便而设。

39.2 本条款中使用的“包括”一词应指“包括但不限于”。

39.3 如果两种语言版本对某一词语、短语或分句的意义或解释存在分歧，则以英语版为准。