

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.

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.

1. 唯一條款；受理。

對於購買商品和/或服務，包括工作成果和交付成果（「供應品」），伊頓發出的每份訂單（「訂單」）均明確侷限於這些條款。供應商透過以下方式接受訂單和本條款：(i) 書面承諾或確認，(ii) 開始履行，或 (iii) 接受付款。對於供應商提出的其他任何附加或不同的條款，伊頓均明確拒絕。

2. 買方；雙方。

買方是訂單中所述的伊頓實體。供應商在訂單下的唯一追索權僅限於該實體，而非其他伊頓實體。買方稱為伊頓，供應商和伊頓合稱為雙方，個別稱為各方。

3. 數量；預測。

3.1 伊頓購買的數量應按照訂單中的規定，沒有最低購買義務。供應品所有權（包括服務授權）應在 (i) 伊頓支付或 (ii) 伊頓按照訂單中的交付條款收到供應品時之中的較早的時間轉移予伊頓。對於預付款或進度付款，供應商應合理將供應品識別或以其他方式標記為伊頓的財產。

3.2 對產量或計劃持續時間的任何估計或預測均可能隨時變更，無論是否通知供應商，並且對伊頓不產生約束力。除非訂單中另有說明，伊頓在伊頓的供應品需求方面不對供應商做任何形式的保證或承諾。

3.3 對於總括訂單或未指定數量的類似訂單，供應商應按照伊頓的計劃交付供應品。

4. 價格；付款。

4.1 供應品的價格包括供應商的所有稅金、關稅、存放、裝卸、包裝和其他所有費用和收費。不得提高價格。

4.2 伊頓應在收到準確發票後在第一批處理日期起九十（90）天內或雙方書面同意的其他時間內（但不超過伊頓收到準確發票後的一百二十（120）天）支付發票款項。雙方明確同意該付款週期。如果雙方不被允許商定超過當地立法許可範圍的付款週期，可適用更短的付款週期。

5. 稅金

5.1 供應商應承擔且應支付所有稅款、徵收費、費用和各稅，除非供應商發票上個別列出適用銷售、增值稅/商品及服務稅或類似稅項。

5.2 價格不包括伊頓已經提供有效豁免證明或其他豁免證據的任何稅金、徵收費、費用或各稅。

5.3 如果訂單中包含的任何稅款不需要由伊頓支付，供應商應通知伊頓，並立即向伊頓退款。

6. 交貨；包裝、運送和集裝箱；快速交貨。

6.1 時間是依據訂單交貨的重點。

6.2 除非訂單中另有說明，否則所有供應品均應按照《2010 國際貿易術語解釋通則》中 FCA 條款的規定交付予訂單中所述的地點，如果未說明，則為伊頓的營業地點。

6.3 如果伊頓支付運輸費用，供應商應遵守伊頓的路線指示，包括選擇指定的物流承運人。

6.4 供應商負責裝箱和包裝的費用。供應商應自費準備伊頓規定的標籤。供應商對因裝箱或包裝不當造成的用品損壞負責。

6.5 如果供應商由於自身的行為或疏忽而需要使用特快運輸方式符合約定的交貨日期，供應商應支付所有額外的運費或其依 29.3 條主張不可抗力。

7. 海關、出口及相關事宜。

供應商應遵守所有適用的進出口法律。供應商應透過提供支持索償的文件來協助伊頓將國際交易成本降到最低。供應商負責與進出口合規相關的所有費用，包括獲得和支付許可或授權、原產地證書以及任何進口、出口或優惠關稅索償的適當文件。任何抵免或退款（包括稅金，出口或貿易抵免）均屬於伊頓。

8. 變更。

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.

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

如果伊頓要求修改訂單的任何方面，包括繪圖、設計或規格，雙方應以變更訂單或修改的形式協商公平調整（如果有）。未經伊頓事先書面同意，供應商不得進行任何變更。除非伊頓在供應商收到通知之日起三十（30）天內以書面形式收到，否則不得允許供應商提出調整申請。本條款中的任何內容均不得免除供應商履行訂單的變更，包括在任何權利要求未決期間。

9. 檢查；稽核。

伊頓或其代表可在發出合理通知的基礎上進入、檢查和/或稽核供應商的工廠、帳簿和記錄，以驗證是否符合伊頓的要求。

10. 擔保。

供應商擔保並聲明：(a) 所有供應品應：(i) 符合伊頓提供的規格、標準、繪圖、樣品、說明和修訂；(ii) 適合銷售，而且毫無設計、材料和工藝方面的缺陷；(iii) 適合伊頓擬定用途；(iv) 不含任何留置權、權利主張和權利負擔；(v) 完全採用新材料製造且無潛在缺陷；(vi) 無病毒、停用程式碼和開放原始碼軟體；(vii) 是正版、全新且未使用；(b) 任何作業應以專業的方式進行，並符合最佳業界標準。

11. 賠償。

11.1 對於任何與訂單相關的損失、責任、損害賠償、權利主張、訴訟、法律行為、法律程序、代位權、費用和開支（包括法院費用和律師費），供應商應為伊頓進行辯護、賠償並確保其免受損害，包括：a) 對任何個人或財產造成的死亡、傷害或損害；b) 伊頓依據合理判斷要求的召回活動；c) 假冒零件，包括在沒有合法權利或權限的情況下複製或替換的零件；d) 供應商使用伊頓的機器或設備，對於此類權利主張，供應商應承擔全部責任；e) 直接或導致實際或涉嫌侵害第 24.1 節定義的智慧財產權；f) 外包商的行為；以及 g) 違法行為。

11.2 收到通知後，供應商應承擔對供應商應當賠償伊頓的任何權利主張、訴訟、法律行為或法律程序的辯護責任。伊頓有權透過自己的律師代表和參與辯護和解決任何賠償事宜。供應商的賠償義務獨立於供應商的擔保義務。未經伊頓事先書面許可，供應商不得解決或以其他方式處置任何此類已獲得賠償的權利主張、訴訟、法律行為或法律程序。

12. 保險。

12.1 供應商應根據最佳業界慣例，向信譽良好的保險公司投保，以防止與訂單和供應商的營運有關的所有相關損失、責任和賠償。伊頓可能會指定適用於該訂單的額外保險範圍要求。此類承保範圍不應限制供應商對於訂單擔負的責任。

12.2 根據伊頓的要求，供應商應向伊頓提供證明保險範圍的保單複印件。

13. 伊頓標準；業界標準。

供應商及其供應商（如適用）應遵守：

13.1 伊頓的項目和標準，可在 <http://www.eaton.com/us/en-us/company/selling-to-eaton.html> 找到並以援引方式納入這些條款。

13.2 伊頓全球最佳供應商手冊，可在 <http://www.eaton.com/us/en-us/company/selling-to-eaton/supplier-excellence.html> 找到並以援引方式納入這些條款。

13.3 伊頓供應商行為準則，可在 <http://www.eaton.com/us/en-us/company/selling-to-eaton/supplier-code-of-conduct.html> 找到並以援引方式納入這些條款。

13.4 適用的標準和檢驗系統，包括 AS 9100D、ISO9001:2015 或 IATF 16949:2016 品質認證和 ISO 14001 環境認證。

13.5 伊頓規定的工業生產零件批准程序 (PPAP)。供應商應提供有關伊頓要求的所有相關 PPAP 資訊。

14. 環境、健康與安全。

在伊頓的任何地點，供應商應遵守伊頓的環境、健康和安全（「EHS」）要求，包括伊頓的 EHS 政策和 EHS 手冊（可從 <http://www.eaton.com/content/dam/eaton/company/sustainability/files/EHS->

<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.

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 and incorporated by reference shall apply. Supplier shall accept mandatory flow-down clauses at no additional cost to Eaton.

<http://www.eaton.com/content/dam/eaton/company/sustainability/files/EHS-handbook-english.pdf> 取得並以援引方式納入這些條款，合稱「伊頓 EHS 要求」。如果供應商未能遵守伊頓的 EHS 要求，伊頓可能會停止服務並從該地點移除供應商，直到供應商採取適當的糾正措施為止。供應商應對與此類停工有關的所有權利主張承擔責任。

15. 互換性。

所有未經伊頓客戶驗證測試或批准的供應品，均可與伊頓以前從供應商處購買的類似供應品互換。未經伊頓事先書面批准，供應商不得對任何供應品設計、流程或程序進行任何變更。

16. 伊頓財產。

16.1 伊頓擁有伊頓向供應商提供的所有材料以及這些材料的所有替代品（「伊頓財產」）。

16.2 供應商應明確標記伊頓財產，與供應商財產區別開來進行安全、獨立和妥善存放；承擔損失風險，並保持其接收時的良好狀態向伊頓發運，費用由供應商自理，合理的磨損不計。

16.3 供應商不得使用任何伊頓財產，根據訂單執行工作或伊頓書面授權則不在此限。

16.4 在任何時候，伊頓均可以檢查並去除伊頓財產，而且供應商授權伊頓隨時進入供應商所在地檢查和去除伊頓財產，概不對供應商承擔任何責任。

16.5 對於伊頓財產，伊頓不做任何明示或暗示的擔保。供應商放棄有關伊頓財產的所有索償。

17. 特殊工具。

17.1 「特殊工具」一詞包括所有履行訂單時獲得、製造或使用的具有專業性質的特殊設備、製造輔助工具和繪圖。

17.2 供應商僅可在履行訂單時使用特殊工具。供應商應保持特殊工具良好並完全由保險承保。訂單終止或到期後，供應商應立即將特殊工具的所有權和佔有轉讓予伊頓，其金額等於特殊工具的未攤銷成本，或按伊頓的指示處置。

18. 法律選擇；爭議解決。

18.1 該訂單受伊頓法律實體註冊的國家/地區或州所制定的法律（如適用）所管轄。「聯合國國際貨物銷售合同公約」和「法國民法典」（民法典）第 1195 條明確排除適用於任何訂單。

18.2 雙方應在三十 (30) 天內嘗試善意解決爭議，在此期間，供應商應按照伊頓的指示履行訂單。如果雙方無法在該期限內解決爭議，任一方可以起訴至伊頓所在地的法院。

18.3 如果根據訂單產生任何爭議，伊頓和供應商應繼續努力履行訂單要求的履行，等待爭議解決。

19. 遵守適用法律。

供應商應遵守任何司法轄區的所有適用法律、成文法、規則、法規、命令和標準。

20. 反腐敗

與伊頓有關的所有業務交易：

20.1 供應商及其供應商應遵守適用的國家和國際反賄賂規定，包括美國「反海外腐敗法」（FCPA）、英國和歐盟、經濟合作與發展組織（OECD）和歐洲理事會反賄賂規定。

20.2 供應商不得直接或間接向任何個人或組織（包括政府機構或官員、公司或公司人員）索求、接收或提供任何形式的賄賂、回扣或其他不法金額或有價物品。

20.3 供應商及其附屬機構應始終保存完整、準確的賬簿和記錄，而且供應商向伊頓提供的與訂單有關的所有記錄和信息應完整準確。

21. 美國政府合約。

21.1 如果要在美國政府合約中使用任何供應品，可在 http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po_terms/PO%20Terms%20-%20FARS.pdf 找到伊頓 FAR 和/或 DFARS 下行附錄，並且應以援引方式納入這些條款。供應商應接受強制性的下行條款，且不向伊頓收取額外費用。

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 and incorporated by reference.

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.

23.2 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

21.2 如果訂單經過評等，供應商應遵守國防優先和分配系統 (DPAS) 法規 (15 CFR 700)。

21.3 供應商證明其或供應商的負責人未遭聯邦機構禁止、暫停、建議取消資格或公佈不符合授予合約的資格。

22. 保密。

22.1 任何機密、專有或非公開資訊，包括向供應商提供或為伊頓建立的與訂單有關的繪圖、描述、規格以及其他任何智慧財產權（「機密資訊」）均為伊頓的財產。

22.2 供應商及其代表應保護伊頓機密資訊，不得向任何第三方揭露、複製、重製、反向工程或轉讓機密資訊，或用於履行訂單義務之外的其他目的。

23. 資料安全和網路安全。

23.1 供應商可以接收或存取與已識別或可識別的個人有關的資訊（「個人數據」），包括伊頓員工、臨時工、承包商、顧問、客戶或供應商。無論是何種形式，個人數據都具有極為敏感的性質，供應商應嚴格保密個人數據，並且僅在以下情況使用：(i) 僅在伊頓授權的限制範圍內且為供應商履行訂單的目的，和 (ii) 遵守所有適用法律的要求，在適用的情況下遵循個人數據處理條款，可在 http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po_terms/Personal-Data-Processing-Clauses.pdf 查閱，並以援引方式納入這些條款。

23.2 供應商應執行和維護資訊和網路安全計劃，包括行政、物理和技術保障，旨在防止和避免任何對機密資訊和個人數據未經授權的使用、存取、處理、銷毀、遺失、變更或揭露（「安全」）。根據伊頓的要求，供應商應提供供應商安全證明並提出其處理設施，以稽核訂單所涵蓋的處理活動。此類稽核應由伊頓或其代理人以必要的專業資格和保密義務進行。供應商應立即通知伊頓對供應商安全的任何可能、潛在或實際的違規行為（「違反」），並提供違規、影響和緩解措施的完整描述。然後，供應商將適時 (a) 調查、修復和減輕違規行為的影響；(b) 向伊頓提供伊頓合理滿意的保證，保證此類違約行為不會再發生。如果伊頓確定需要通知或其他補救措施，供應商將根據伊頓的要求採取此類補救措施，費用由供應商承擔。

23.3 由供應商或代表供應商提供的任何軟體不得包含任何電腦程式碼或其他機制，以允許供應商或其他人出於任何目的存取伊頓的電腦、網路或產品的資訊，包括查看此類資訊、傳輸此類資訊，或向供應商或其他任何一方傳達此類資訊。如果在任何可能被他人利用的軟體中發現漏洞，供應商同意，在供應商負擔成本的情況下，立即採取一切必要的糾正措施來防止此類開發，或者在發生破壞時識別、遏制、去除和收回伊頓的資產。

24. 智慧財產權。

24.1 「智慧財產權」包括任何專利、商標、商業秘密、版權、設計、專有技術或其他所有權。

24.2 伊頓保留與該訂單有關的智慧財產權的全部權利、所有權和利益。伊頓智慧財產權的任何授權僅限於允許供應商為了伊頓的唯一利益履行訂單義務的有限權利。

24.3 供應商保留其在本訂單之前存在的智慧財產權。供應商根據其智慧財產權授予伊頓全球、非獨家、免版稅、不可撤銷、永久的授權，以使用、銷售、修復和重建供應品，並複製、分發受版權保護的工作成果和可交付成果並創建衍生作品。

24.4 供應商特此向伊頓授予為伊頓創建的訂單相關供應品智慧財產權的全部權利、所有權和利益。

24.5 供應商應根據第 24.4 節及時揭露伊頓擁有的所有智慧財產權，包括所有發明，並簽署完善伊頓在其中的所有權所需的任何文件。

25. 產品管理要求

25.1 供應商和其自身的供應商們應當遵守所有適用的產品管理要求，包括供應品產生或交付給伊頓的地點、伊頓自己的產品或伊頓客戶產品的最終售地或最終使用地的產品管理要求。“產品管理要求”包括如下方面的法律、法規、行業標準和伊頓或伊頓客戶的要求：(i) 化學或物料成分、標籤、迴圈再用、回收/壽命

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.

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.

週期、處置；(ii) 安全、能源效率、可回收性或類似壽命週期要求的產品設計；及 (iii) 產品包裝和運輸。

25.2 供應商應當自費：(i) 確認供應品所含的化學品、物料的名稱和數量；(ii) 確認化學品、物料成分和資訊以便安全使用供應品；(iii) 完成伊頓提出的任何物料申報或類似資訊要求；(iv) 完成監管機構所要求的供應品的化學品或物料成分的註冊；(v) 如果交付供應品被禁止，提出變通方案來確保持續供應；(vi) 依據伊頓定義的國際或其他標準，和伊頓合作評估供應品的環境影響；及 (vii) 向伊頓提供供應品符合產品管理要求的證明。

26. 因便利終止。

伊頓保留自行在其方便的時候終止訂單或本條款任何部分的權利。收到終止通知後，供應商應立即停止所有工作，並確保其所有供應商和外包商停止工作。在終止後的三十 (30) 天內，供應商應提交必要的文件以索償合理的終止費用 (如果有)，其中僅包括供應商因終止而產生的直接費用。除非在供應商收到伊頓終止通知後三十 (30) 天內提出，否則任何權利主張均應視為放棄。

27. 因違約終止。

27.1 若有以下情形，則伊頓可在向供應商發出書面通知後終止全部或部分訂單：(i) 供應商未能履行訂單的任何條款，包括延遲交貨或供應商未能在完成訂單時取得合理進展，並且該違約未在七 (7) 天內得到解決，或 (ii) 如果供應商破產、暫停營業、無力清償、為供應商的財產或業務指定接收人，或供應商為其債權人的利益而進行的任何轉讓、重組或安排。

27.2 供應商應對超出供應品價格的任何費用 (包括額外管理和行政服務的費用) 負責並支付予伊頓。

27.3 如果因違約而終止，供應商應保護和保存好由其佔有的伊頓享有權益的財產。

27.4 對於為已終止訂單而支付予供應商的所有款項，伊頓有權獲得退款。

28. 供應過渡。

如果訂單終止或到期，供應商應合理配合供應過渡，包括提供有關伊頓供應品製造過程的資訊和文件，包括現場檢查、物料清單資料、工具和製程細節和供應品和組件的樣品。

29. 不可抗力。

29.1 在自身無過失或疏忽的情況下，任何一方均不會因為其無法控制的自然、民事或政治原因 ("不可抗力") 導致任何延遲或未能履行義務而被視為違約。

29.2 以下內容不構成供應商的不可抗力事件：i) 供應商能夠以更優惠的價格銷售供應品，ii) 供應商生產成本增加，iii) 供應商供應中斷，包括供應商的供貨商未能供應供應商，iv) 供應商場所的勞資糾紛或罷工或 v) 流行病。

29.3 受不可抗力事件影響的一方應及時向對方發出書面通知，詳細說明事件的全部細節和預計持續時間，並盡最大努力對事件進行補救。

29.4 如果供應商的交付因不可抗力事件而延遲，伊頓可能會根據第 27 條取消交付。

30. 流行病。

30.1 供應商將會盡最大努力在疫情期間履行交貨義務，包括供應商負擔加急貨運成本來滿足訂單中的交貨承諾。

30.2 在交付供應品之前，伊頓有權因任何流行病的蔓延所導致的原因而取消訂單。伊頓將不會因此而承擔責任，供應商也無權要求因流行病蔓延而產生的任何損失或賠償。

31. 救濟。

31.1 伊頓可獲得的權利和救濟屬於累積性質，並且是其他所有法律或衡平法救濟的補充。

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.

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.

31.2 伊頓可以拒絕不合格的供應品並退回拒收的供應品，而無需向供應商付款。除非伊頓書面授權修理，供應商可以不修理被拒絕的供應品。供應商應賠償伊頓因供應商違規或不合格供應品而造成的或要求的所有損失。

31.3 對於違反訂單的任何實際、預期或威脅行為，金額損害賠償可能不是一種充分的救濟，除了伊頓可能擁有的其他全部權利和救濟之外，伊頓也有權獲得特定履約和禁令等衡平法的救濟作為救濟。

31.4 伊頓有權抵消伊頓或其附屬機構向供應商或其附屬機構支付的任何款項。

31.5 如果供應商聲稱伊頓違反訂單，供應商應繼續履行，直至該指控得到解決為止。

31.6 如果訂單的任何部分無效或無法執行，則訂單的其餘部分仍然有效且可執行。

32. 不公開。

供應商不得對訂單或伊頓商標或字號的使用做任何發佈，包括任何公告或廣告。

33. 雙方關係。

各方均為獨立訂約方，訂單不構成、成立、實施或以其他方式暗示合資企業或任何形式的合夥企業或使其生效。任何一方均不得被視為另一方的僱員、代理人、合夥人、法定代表人或共同僱主，也不得擁有以任何方式代表對方創設義務或約束另一方的任何權利、權力或授權。

34. 無暗示棄權。

伊頓未能堅持供應商履行任何義務或行使任何權利，並不構成放棄未來履行或未來行使權利。供應商未來履行的義務和權利將持續。

35. 存續。

任何不受終止或到期影響的規定，包括第 10、11、12、16、17、21、22、23、24、27、28、30 和 31 節，即使終止或到期，仍應完全有效。

36. 完整協議；修改；更新。

36.1 這些條款構成完整協議。

36.2 修訂僅可透過伊頓和供應商簽署的書面文件進行。

36.3 伊頓可能會更新其條款。自更新的生效日期起，更新後的條款將適用於所有訂單。如果透過將網路連結以援引方式加入於這些條款中，則應使用最新更新的版本。

37. 指派；外包商。

除非書面同意，否則供應商不得轉讓、轉包或以其他方式轉移其訂單下規定的任何權利或義務。供應商將本條款約束于所有外包商，並對外包商的履行負責。

38. 通知。

如果條款有所要求，則向供應商發出的通知應寄送到訂單上的供應商地址。向伊頓發出的通知應寄送到訂單上的伊頓地址，并向以下地址發送一份副本：Eaton Corporation, 1000 Eaton Boulevard, Cleveland, Ohio 44122，收件人：Law Department。所有通知均應專人送達，或以郵資預付掛號郵件方式寄達，並要求回執。通知在各方收到後生效。

39. 解釋。

39.1 標題僅為方便起見而提供。

39.2 本條款中使用的「包括」一詞表示「包括但不限於」。

39.3 如果兩種語言之間出現單字、短語或子句方面意義或解釋分歧的情況，以英語版本為準。