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采购订单 / PURCHASE ORDER

买家名称及地址 / NAME AND ADDRESS OF PURCHASER:
Amazon Connect Technology Services (Beijing) Co., Ltd. / 亚马逊通技术服务（北京）有限公司
Room 208, 2F, Building 13, Yard 53,
Yanqi street, Yanqi Economic Development Zone, Huairou District,
Beijing,
China
Tax ID: 91110116592334142D

采购订单 / PURCHASE ORDER:	版本 / VERSION:
V8-15464741	1

收货地址 /SHIP TO:
Amazon Connect Technology Services (Beijing) Co., Ltd. 4th Floor, Building 21, Universal BusinessPark No. 10, JiuXianQiao Road Chaoyang District Beijing, 100015 Attn: Shuo Pang

供应商 / SUPPLIER:
康辉集团北京国际会议展览有限公司 北京市朝阳区农展馆南路13号瑞辰国际中心15层1510 北京, 北京 100125

发票收件地址 / SEND INVOICES TO:
请先登陆供应商平台创建账单/Please use Payee Central for Electronic Invoice Submission https://payeecentral.amazon.com/Invoices 在线发票创建之后请在开具发票后五（5）个自然日内将系统发票图片打印并同原始发票一起邮寄至如下地址: 银泰城4号楼13层亚马逊收发室 高新区益州大道1999号 中国 成都 610041 应付账款NI 收 13540459148 如果是发票号8位数的增值税电子专用发票， 请将OFD版发票发送至邮箱: cn-ap-invoice@amazon.com 如果是发票号20位数的电子发票（增值税专用发票）即全电发票， 请将PDF版发票发送至邮箱: cn-ni-invoice@amazon.com

订单日期 / ORDER DATE:	买家联系人 / PURCHASER CONTACT:	条款 / TERMS:	INCOTERMS:
2024/10/30	Shuo Pang (pangshuo@amazon.com)	60 NET	
修订日期 / REVISED DATE:	修订人 / REVISED BY:	运输方式 / SHIP METHOD:	运输方式 / SHIP VIA
-	-	-	-
供应商地点识别号 / SUPPLIER SITE ID:	供应商联系人 / SUPPLIER CONTACT:		
	-	-	-

请遵循以下发票凭证要求
如有疑问，请发送电子邮件至 AP-NONINVENTORY@AMAZON.COM
PLEASE FOLLOW THE INVOICE DOCUMENTATION REQUIREMENTS BELOW.
FOR INQUIRIES EMAIL AP-NONINVENTORY@AMAZON.COM

行项	项目编号及描述/	到期日/	订单数	计量	单价/	总计/
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目/ Ln	Item Number & Description	Due Date	量/ Qty Ordered	单位/ UOM	Unit Price	Total
1	JPKR-Q4-SH-to-partner-execs-dinner 2024 Dec	2024-12-12			51,690.00	51,690.00
2	VAT	2024-12-12			3,101.40	3,101.40

发票凭证要求 / INVOICE DOCUMENTATION REQUIREMENTS

<div>1. 以上买方的准确公司名称,纳税人识别号,地址和电话, 开户行和帐号 / Exact Name, TAX ID, Address and telephone, bank name and bank account of Purchaser listed above</div> <div>2. 商品 / 服务交付地址 / Address Where Goods/Services were Delivered</div> <div>3. 供应商全称,纳税人识别号,地址和电话, 开户行和帐号 / Full Supplier Name, TAX ID, Address and telephone, bank name and bank account</div> <div>4. 订单号和需求人姓名(备注栏) / Purchase Order Number and Requestor Name (in the remark column)</div> <div>5. 发票号、日期和付款条款 / Invoice Number, Date and Payment Terms</div> <div>6. 发票行项目描述必须与采购订单行项目描述相符 / Invoice Line Description Must Align with PO Line Description</div> <div>7. 在开票日5个工作日内提交原件 / Mail Original Invoice within 5 Calendar Days of Invoice Date</div> <div>8. 发票须在提供货物或服务后开具 / Please issue invoice after complete goods/services delivery</div>	<div>该采购订单必须准确依照采购订单条款及条件（副本随附于此订单, 或联系买家获取）执行方可确认</div> <div>This Purchase Order may be accepted only on the precise terms in the Purchase Order Terms & Conditions (a copy of which is attached hereto or may be obtained by contacting the purchaser)</div>	采购订单总金额 /Total Amount	
		CNY	54,791.40

采购订单条款及条件	Terms and Conditions
<div>1. 适用性。 若亚马逊公司或其任何关联公司并未与供应商或其任一关联公司订立主协议，以其中条款约束此项采购（“主协议”），则该等采购订单条款及条件适用，但本第 1 条除外。若买家与供应商已订立主协议，则以主协议为准，该等采购订单条款及条件剩余部分对采购订单无效。</div>	<div>1. Applicability. With the exception of this Section 1, these PO Terms and Conditions will only apply if neither Amazon.com Inc. nor any of its Affiliates has entered into a main agreement with Supplier or one of its Affiliates that would, by its terms, govern this purchase (“Main Agreement”). In the event a Main Agreement is in place between Purchaser and Supplier, the Main Agreement will govern and the remaining portion of these PO Terms and Conditions will be void with respect to the Purchase Order.</div>
<div>2. 定义。 大写术语具有以下含义：(a) “有关商品”指商品、软件及本采购订单下提供或即将提供的其他商品（如有）；(b) “项目”指所有有关商品及有关服务；(c) “买家”指本采购订单第一页指定的实体；(d) “有关服务”指本采购订单下提供或即将提供的服务（如有）；(e) “工作说明书”指说明（不限于）供应商将为买家开展的项目范围、目标及时限的文件；(f) “供应商”指指定为供应商的个人或实体；(g) “采购订单条款及条件”至本文件第 1 至 35 条；(h) “亚马逊有关政策”指亚马逊健康和安全管理政策、亚马逊商业行为与道德规范、供应商标准和职责规范（以上均应供供应商要求提</div>	<div>2. Definitions. Capitalized terms have the following meanings: (a) "Goods" means the goods, software, and other items supplied or to be supplied under this Purchase Order (if any); (b) "Project" means all Goods and Services; (c) "Purchaser" means the entity specified as the purchaser on the first page of this Purchase Order; (d) "Services" mean the services provided or to be provided under this Purchase Order (if any); (e) "Statement of Work" means the document specifying, without limitation, the scope, objective, and time frame of Project that Supplier will perform for Purchaser; (f) "Supplier" means the individual or entity specified as the supplier; (g) "PO Terms and Conditions" means Sections 1-35 hereof; (h) "Amazon Policies" means the Amazon Health and Safety Policies, Amazon's Code of Business Conduct and Ethics, Supplier Code of Standards and Responsibilities, all of which will be provided to</div>

<p>供) 以及买家以书面形式向供应商传达的所有其他政策; 及 (i) “关联公司”就特定人士而言, 指直接或间接控制该人士、受该人士控制或与该人士受共同控制的实体。</p>	<p>Supplier upon request, and all other policies Purchaser communicates to Supplier in writing; and (i) “Affiliates” means, with respect to a particular person, any entity that directly or indirectly controls, is controlled by, or is under common control with such person.</p>
<p>3. 采购订单。 采购订单、采购订单条款及条件以及任何附件和附录、规格说明、图纸、附注、说明及其他资料 (不论随附实体文件或以提述的方式纳入) (统称“采购订单”) 构成买家与供应商之间的完整协议。采购订单并不构成《统一商法典》第 2-205 条或具有类似效力的任何其他法律或法规中界定的“实盘”, 可在接受前随时撤销。</p>	<p>3. Purchase Order. The Purchase Order, the PO 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 agreement between the Purchaser and the Supplier. The Purchase Order does not constitute a “firm offer” within the meaning of Section 2-205 of the Uniform Commercial Code or any other laws or regulations with similar effect, and may be revoked at any time prior to acceptance.</p>
<p>4. 接受。 供应商视为在以下时间接受采购订单条款及条件 (以较早者为准): (a) 供应商签署本采购订单并将一份副本交还买家, (b) 供应商将有关商品发送予买家, 或向买家开具有关商品发票, (c) 供应商开始履行有关服务, 或向买家开具有关服务发票; 或 (d) 供应商通过其他可接受的商业途径接受本采购订单。</p>	<p>4. Acceptance. Supplier will be deemed to have accepted the PO Terms and Conditions upon the earliest of: (a) Supplier’s signing and returning a copy of this Purchase Order to Purchaser, (b) Supplier’s shipping the Goods to Purchaser or invoicing the Purchaser for such Goods, (c) Supplier starting performance of the Services or invoicing the Purchaser for such Services, or (d) Supplier’s acceptance of this Purchase Order by other commercially acceptable means.</p>
<p>5. 供应商表格。 供应商可使用其标准业务表格管理采购订单条款及条件下的项目, 但使用该等表格仅为便于供应商管理, 并不会更改采购订单或采购订单条款及条件。买家并不受与该等采购订单条款及条件不同、不一致或额外的任何条款或条件约束, 并明确予以拒绝, 除非买家 (a) 以书面签署的形式明确同意有关条款或条件及 (b) 书面确认有关条款或条件取代或补充该等采购订单条款及条件中的条款或条件。</p>	<p>5. Supplier Forms. The Supplier may use its standard business forms to administer the Project under the PO Terms and Conditions, but use of such forms is for Supplier’s convenience only and does not alter the Purchase Order or the PO Terms and Conditions. PURCHASER WILL NOT BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY TERMS OR CONDITIONS THAT ARE DIFFERENT FROM, INCONSISTENT WITH, OR IN ADDITION TO THESE PO TERMS AND CONDITIONS, UNLESS THE PURCHASER (a) SPECIFICALLY AGREES TO SUCH TERM OR CONDITION IN A WRITING SIGNED BY PURCHASER AND (b) ACKNOWLEDGES IN THAT WRITING THAT SUCH TERM OR CONDITION REPLACES, OR IS IN ADDITION, TO THE TERMS OR CONDITIONS IN THESE PO TERMS AND CONDITIONS.</p>
<p>6. 价格及付款。 除非采购订单中明确说明, 否则采购订单中指定的价格包括所有适用税项、运费、包装、保险、搬运、许可、批准、执照及其他费用。价格不会因任何原因上涨或增加额外费用; 但买家接受交付前供应商价格普遍下降的优惠。折扣期限 (如有) 从买家收到或接收货物之日或收到发票之日开始 (以较迟者为准)。供应商将按以下约定为买家单独开具发票: (a) 就每一批发货的有关商品, (b) 依据买家同意的任何时间表 (每月、每季度等) 及 (c) 就买家同意的每一次阶段性付款。若未协定阶段性付款或时间表, 供应商将在本采购订单下的所有有关服务完成时开具发票。供应商发票仅涉及相关采购订单及其应付金额 (不涉及其他采购订单或其他应付金额)。除非另有说明或适用法律要求, 否则买家或其第三方资金来源将在以下时间后 60 日内付款 (以较迟者为准): (a) 买家收到供应商发送至“发票收件地址”的正确发票及 (b) 买家验收项目。买家不需要支付接受发票所涉及的货物或服务超过 120 天后收到的发票。供应商尽其最大合理努力协助买家处理一切法律事宜, 尽可能减少因本采购订单履行产生的税项。</p>	<p>6. Price and Payment. Unless expressly stated in the Purchase Order, the price specified in the Purchase Order is inclusive of all applicable taxes, freight, packaging, insurance, handling, permits, approvals, licenses and other charges. Prices are not subject to increases or additional charges for any reason; however, Purchaser will receive the benefit of any general reduction in Supplier’s prices prior to delivery. Discount periods, if applicable, will commence on the date shipment is received or accepted by Purchaser or the date of receipt of invoice, whichever is later. Supplier will separately invoice Purchaser (a) for each shipment of Goods, (b) in accordance with any schedule agreed to by Purchaser (monthly, quarterly, etc.) and (c) for each milestone payment agreed to by Purchaser. If no milestones or schedules have been agreed, Supplier will invoice at the completion of all Services under this Purchase Order. Supplier’s invoice will reference only the relevant Purchase Order and the amounts due thereunder (and no other purchase orders or other amounts due). Unless otherwise stated or required by applicable law, Purchaser or its third-party financing source will make payment within 60 days after the later of (a) Purchaser’s receipt of Supplier’s correct invoice at the “send invoices to” address and (b) Purchaser’s acceptance of the Project. Purchaser is not required to pay invoices received more than 120 days after acceptance of the Goods or Services covered by the invoice. Supplier will use its reasonable best efforts to assist Purchaser in all legal efforts to minimize taxes resulting from performance of this Purchase Order.</p>

7. 税项。 各方将负责向相关机构确定、支付及申报对其征收或因本采购订单所涉及交易另须承担的所有税项及其他政府费用和收费（及任何罚金、利息和其他收费）。供应商可能收取而买家将支付供应商须依法向政府机构缴纳的适用国家、州或当地销售或使用税项、增值税或商品和服务税项或类似交易税（“商品和服务税”）（统称“税项”）。供应商向买家开具的原始发票必须独立说明有关税项，并符合合规税务发票的要求。供应商将向买家提供增值税、商品和服务税及类似税项的有效发票，并遵守有关本采购订单下付款的所有适用纳税申报规定。在供应商提供符合本第七条的发票之前，买家可暂不付款。买家可能向供应商提供免税证明或相关税务机构认可的同等资料，在此等情况下，供应商不会征收或收取证明所涉及的税项。买家可从依据本采购订单应支付予供应商的任何款项中扣除或预扣须依法扣除或预扣的任何税项，扣除上述扣款或预扣款的款项即为本采购订单下应支付予供应商的全部付款及结算款项。供应商将向买家提供买家履行任何资料申报或预扣税义务所需的任何表格、文件或凭证，证明供应商就本采购订单下的任何付款遵守适用纳税申报要求。

8. 履约；所有权转移。 供应商履行本采购订单的时间非常重要。供应商将依据采购订单中规定的时间表或按照供应商与买家的其他书面协定开展项目。供应商将不迟于指定交付日期，及不早于“最早交付”日期将指定数量的有关商品交付至买家的“收货”地址。若发生影响供应商在规定交付日期前提供项目能力的情况或进展，供应商须从速以书面形式告知买家。供应商将妥善包装有关商品，以保护其免于在运输、搬运和储存期间受损及被盗。买方确认收货之前，货物损失风险由供应商承担。若本采购订单下任何数字或有形财产所有权转移，所有权将在买家接收和验收后从供应商转移至买家。若买家向供应商转移任何财产，则所有权于交付或传送到公共承运人后转移至供应商。供应商将应买家要求立即向买家交付所有工作产品及其他类似物品，以及供应商在履行有关服务过程中收集或创建的所有数据、报告、摘要、估计及任何其他资料或材料。在上述物品交付予买家前，供应商不会获支付已开具发票中的款项。

9. 取消及修改。 买家可在任何有关商品发货或供应商开始履行有关服务之前，向供应商发出书面终止或变更通知，终止或修改本采购订单的全部或任何部分内容，而无需承担任何费用及责任。买家可在任何有关商品发货后及买家验收前就该等有关商品终止或修改本采购订单，买家只须支付将该等有关商品退回供应商发货地点的运

7. Taxes. Each party will be responsible for identifying, paying and reporting to the relevant authorities all taxes and other governmental fees and charges (and any penalties, interest, and other charges) that are imposed on that party or otherwise required by the transactions governed by this Purchase Order. Supplier may charge and Purchaser will pay applicable national, state or local sales or use taxes, value added taxes (“VAT”), or goods and services taxes or similar transaction taxes (“GST”) that Supplier is legally obligated to pay to governmental authorities (collectively, “Taxes”). Supplier’s original invoice to Purchaser must state those Taxes separately and meet the requirements for a compliant tax invoice. Supplier will submit to Purchaser a valid invoice for VAT, GST and similar Taxes, and comply with all applicable tax filing requirements with respect to payments under this Purchase Order. Purchaser may withhold payment until Supplier provides invoices that comply with this Section 7. Purchaser may provide Supplier with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Supplier will not charge or collect the Taxes covered by that certificate. Purchaser may deduct or withhold any Taxes that Purchaser may be legally obligated to deduct or withhold from any amounts payable to Supplier under this Purchase Order, and payment to Supplier as reduced by those deductions or withholdings will constitute full payment and settlement to Supplier of amounts payable under this Purchase Order. Supplier will provide Purchaser with any forms, documents, or certifications as may be required for Purchaser to satisfy any information reporting or withholding tax obligations, and to establish Supplier’s compliance with applicable tax filing requirements, with respect to any payments under this Purchase Order.

8. Performance; Transfer of Title. Time is of the essence in Supplier’s performance under this Purchase Order. Supplier will perform the Project in accordance with the schedule specified in the Purchase Order or as otherwise agreed in writing by Supplier and Purchaser. Supplier will deliver the specified quantity of Goods to Purchaser at the “ship to” address no later than the specified delivery date and no earlier than the “Delivery No Earlier Than” date. Supplier promptly will advise Purchaser in writing of any delay, circumstance or development that impairs Supplier’s ability to provide the Project by the required delivery date. Supplier will properly package the Goods to protect against damage and theft during shipment, handling and storage. Supplier will bear the risk of loss for the Goods until Purchaser confirms receipt. To the extent that title to any digital or tangible property is transferred under this Purchase Order, title will transfer from Supplier to Purchaser upon receipt and acceptance by Purchaser. For the transfer of any property by Purchaser to Supplier, title will pass to Supplier upon delivery or transmission to common carrier. Upon request of Purchaser, Supplier will promptly deliver to Purchaser all Work Product and other similar items, and all data, reports, summaries, estimates, and any other information or materials as Supplier may have collected or created in performing Services. Supplier will not be entitled to payment on any outstanding invoice until delivery of the foregoing items to Purchaser.

9. Cancellation and Modifications. Purchaser may terminate or modify all or any portion of this Purchase Order prior to shipment of any Goods or Supplier’s commencement of performance of Services at no charge and without liability by giving Supplier written notice of such termination or change. Purchaser may terminate or modify this Purchase Order for any Goods after shipment and prior to Purchaser’s acceptance of such Goods, and Purchaser will pay only the shipping expenses for returning such Goods to Supplier’s

输开支，而不承担其他费用或责任。若有关服务的采购订单取消，而供应商已开始履行该等有关服务，供应商将立即终止有关服务，买家只须支付已履行的有关服务费用及取消前已招致的责任（除非指定费用为固定金额，买家将按有关服务的完成情况，按比例付费）。取消后，无需买家要求，供应商将立即向买家交付所有交付成果、工作产品及其他物品，以及供应商在履行有关服务过程中收集或创建的所有数据、报告、摘要、估计及任何其他资料或材料。在完成向买家交付上述物品前，供应商不可获支付已开具发票中的款项。

10. 拒收及其他补救措施。 若项目未严格遵照本采购订单要求，买家可在交付后合理期限内拒收任何或所有内容，不论是否已付款。在此情况下，买家在供应商付费的情况下可 (a) 保留任何或全部有关商品，由买家或其他人士进行纠正，(b) 退还任何或全部有关商品，并给予或不给予纠正或更换指示或 (c) 从第三方获取替代有关商品，并要求供应商向买家偿付有关费用和开支。供应商将立即遵照任何纠正或更换指示。若买家要求供应商做出任何纠正，而供应商之后未能或表明无法或不愿意进行纠正，买家可能请第三方进行纠正，并要求供应商承担因纠正招致的所有费用和开支。针对拒收，供应商可保留用于交付的任何或全部有关商品，按下文所述对价格作出公平调整。买家有权向供应商追偿（通过贷记、抵销、退款、发票或其他方式）任何为纠正有关商品减损价值的等值金额，及买家因拒收有关商品合理招致的所有成本（包括但不限于买家或其他人士的所有纠正费用，或将有关商品退还供应商的其他和所有费用）。供应商将及时纠正项目的任何缺陷或不符合本采购订单的任何其他事宜，直至令人满意，买家不承担任何费用。

11. 检验。 与项目相关的所有规格、图纸、样品、要求、描述、其他材料和计划均在提述后纳入本采购订单。买家可随时检验项目，供应商将在发货前为检验提供合理途径及场所。买家在指定目的地进行最终检验之前，项目并不视为验收。买家检验、未能检验或未能发现任何缺陷、验收或付款并不会放弃或限制任何保证，宽免供应商承担本采购订单下的义务或损害买家依据法律或衡平法享有的权利或补救。

12. 审计。 买家可发出合理通知及在正常营业时间查验及复制与项目相关的所有帐簿和记录或（如适用）实地考察与供应商履行采购订单下义务相关的供应商场所。供应商将为收集和报告买家调查或审计所需数据提供合理协助。在本采购订单下最后应付款项支付后三年期限内或适用法律要求的时限内，供应商将（依据公认审计标准）保留及买家可能（在提前五个营业日发出通知后及正常营业时间）查验与本采购订单相关的

shipping location and incur no further charge or liability. Upon cancellation of a Purchase Order related to Services after Supplier has commenced performance of such Services, Supplier will promptly terminate the Services and Purchaser is only liable to pay for Services performed and liabilities incurred prior to cancellation (except that if the specified fees are a fixed amount, Purchaser will pay a pro rata fee to the extent the Services are complete). Upon cancellation, Supplier will promptly deliver to Purchaser, without request, all deliverables, Work Product and other items, and all data, reports, summaries, estimates, and any other information or materials as Supplier may have collected or created in performing Services. Supplier is not entitled to payment under any outstanding invoice until delivery of the foregoing items to Purchaser is complete.

10. Rejection and other Remedies. If the Project does not strictly comply with the requirements of this Purchase Order, Purchaser may reject any or all of them within a reasonable period of time after delivery without regard to whether payment has been made. In such case, Purchaser may, at Supplier's expense, (a) retain any or all of such Goods for correction by Purchaser or others, (b) return any or all of such Goods with or without instruction for correction or replacement or (c) procure replacement Goods from a third party and require Supplier to reimburse Purchaser for its associated costs and expenses associated. Supplier will promptly comply with any instruction for correction or replacement. If Purchaser requests Supplier to make any correction and Supplier thereafter fails or indicates its inability or unwillingness to do so, Purchaser may have the correction made by a third party and charge Supplier for all such costs and expenses incurred in connection with such correction. Supplier may, in lieu of rejection, retain any or all of such Goods for use as delivered, subject to an equitable adjustment in price as described below. Purchaser will be entitled to recover from Supplier (by credit, offset, refund, invoice or otherwise) an equitable amount for the diminished value of any uncorrected Goods and all costs reasonably incurred by Purchaser in connection with rejected Goods (including but not limited to all costs of correction by Purchaser or others and all costs to return Goods to Supplier). Supplier will, at no cost to Purchaser, promptly and satisfactorily correct any defects in the Project or anything else not in conformity with this Purchase Order.

11. Inspection. All specifications, drawings, samples, requirements, descriptions, other materials and plans that relate to the Project are incorporated in this Purchase Order by reference. Purchaser may inspect the Project at any time, and Supplier will provide reasonable access and facilities for such inspection prior to shipment. No Project will be deemed accepted before final inspection by Purchaser at the specified destination. Purchaser's inspection, failure to inspect or failure to discover any defect, acceptance or payment will not waive or limit any warranty, relieve Supplier of any obligation hereunder or impair Purchaser's rights or remedies at law or in equity.

12. Audit. Purchaser may upon reasonable notice and during normal business hours examine and make copies of all books and records relating to the Project or, if applicable, make a physical inspection of Supplier's premises relating to Supplier's performance of its obligations under the Purchase Order. Supplier will provide reasonable assistance in collecting and reporting data requested by Purchaser for the purposes of investigation or audit. For a period of three years after Purchaser makes its last payment due under this Purchase Order, or such time frame as required by applicable law, Supplier will keep (in accordance with generally accepted auditing standards), and Purchaser may (upon five business days' notice and

所有帐簿和记录、对其进行审计及复制。若任何审计显示供应商未能履行本采购订单下的任何重大义务，供应商将在审计后三十 (30) 日内弥补不合规行为。	during normal business hours) examine, undertake an audit of, and make copies of, all books and records relating to this Purchase Order. If any audit reveals that Supplier has failed to comply with any material obligation under this Purchase Order, Supplier will cure the noncompliance within thirty (30) days of the audit.
13. 买家提供的财产。 供应商对买家就本采购订单提供的所有工具、用品、材料、设备、软件和其他物品 (如有) (“买家财产”) 全权负责。供应商仅在妥善开展项目必要时依据买家的所有指示使用买家财产。供应商同意就所有买家财产损毁、丢失或因其他原因令买家不满意的情况进行赔偿。就本采购订单向供应商提供任何买家财产并非及并不视为向供应商授予所有权。	13. Purchaser-Furnished Property. Supplier assumes complete liability for all tools, articles, materials, equipment, software and other items, if any, furnished by Purchaser to Supplier in connection with this Purchase Order (“Purchaser Property”). Supplier will use Purchaser Property solely to the extent necessary for the proper provision of the Project and in accordance with all instructions from Purchaser. Supplier agrees to pay for all Purchaser Property damaged, lost or not otherwise accounted for to Purchaser's satisfaction. The furnishing to Supplier of any Purchaser Property in connection with this Purchase Order will not, and will not be construed to, vest title to Supplier.
14. 危险品；废料。 在本采购订单下提供予买家的任何危险品必须进行标记、张贴标签并按所有适用法律规定交付运输。所有包装必须采用经批准容器，每次发货必须附上物质安全资料表。在法律许可的最大范围内，供应商全权负责供应商履行有关服务过程中产生的任何废料，包括妥善识别和分类废料，并承担循环使用和处置的所有相关成本。供应商始终确定其为废料产生来源，包括在运输相关单据中。就本第十四条而言，“危险品”指任何国家、州、市或当地机构任何法律、规则或法规（不论为法令或法规性质）规定或限制为危险品（或任何相似名称）的任何化学品、化合物、材料、废料或其他物品（不论是液态、固态或气态）。	14. Hazardous Material; Waste. Any hazardous materials to be provided to Purchaser under this Purchase Order must be marked, labeled, and offered for transportation in accordance with all applicable legal requirements. All packages must be in approved containers and material safety data sheets must be included with each shipment. To the maximum extent permitted by law, Supplier will be solely responsible for any waste generated by Supplier during the course of performing Services, including properly identifying and classifying the waste, and all costs associated with recycling and disposal. Supplier is and will identify itself as the generator of the waste, including on shipping-related documents. For purposes of this Section 14, “hazardous material” means any chemical, compound, material, waste or other item whether in liquid, solid or gaseous form, which is regulated or restricted as a hazardous material (or any analogous designation) by any laws, rules or regulations of any national, state, municipal, or local authority, whether statutory or regulatory in nature.
15. 关系。 供应商将作为买家独立承包商履行本采购订单，本采购订单并不视为供应商与买家之间建立合作、合资企业、代理、雇佣或任何其他关系。供应商不会自称为买家员工、代表或代理人。供应商并无权限代表买家或以买家名义订立任何协议，或以其他方式令买家受任何协议或义务约束。	15. Relationship. Supplier will perform under this Purchase Order as an independent contractor of Purchaser, and this Purchase Order will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between Supplier and Purchaser. Supplier will not represent itself to be an employee, representative or agent of Purchaser. Supplier will have no authority to enter into any agreement on Purchaser's behalf or in Purchaser's name or otherwise bind Purchaser to any agreement or obligation.
16. 许可。 供应商谨此授予买家，及买家接受一项非排他性、全球性、无期限、不可撤销、可再许可、缴足费用的许可，以使用、出售、复制、执行、展示、分发及导入订单项目及其相关文件中订购或包含的任何软件，包括任何第三方软件或封装式软件包，除非采购订单中另有说明。买家可在任何场所或地点任何数量的联网或非联网硬件上安装、使用、操作及复制软件，惟须受任何指定数量或其他许可参数约束，还可出于软件安装、使用和操作必要或需要使用和复制相关文件。买家可将本第十六条下授予的任何及所有权利授予其关联公司，以及为买家或其任何关联公司履行服务的任何第三方。	16. Licenses. Supplier hereby grants to Purchaser, and Purchaser accepts, a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, fully paid up license to use, sell, reproduce, perform, display, distribute, and import any software, including any third party software or packaged software, which is ordered or contained in the Project ordered and its related documentation, unless otherwise specified in the Purchase Order. Purchaser may install, use, operate and copy the software on any number of networked or non-networked hardware at any facility or location, subject to any specified volume or other license parameters, and to use and copy related documentation as necessary or desirable in connection with the installation, use and operation of the software. Purchaser may sublicense any and all rights granted under this Section 16 to its Affiliates and to any third parties who perform services for Purchaser or any of its Affiliates.
17. 保密资料；公开。 供应商及其关联公司遵守供应商（或任何供应商关联公司）与买家（或任何买家关联公司）订立的任何保密协议条款（“保密协议”）。若未订立上述协议或保密协议已失效	17. Confidential Information; Publicity. Supplier and its Affiliates will comply with the terms of any nondisclosure agreement between Supplier (or any of Supplier's Affiliates) and Purchaser (or any of Purchaser's Affiliates) (the "NDA"). If no such agreement exists or

或不再具有十足效力和作用，供应商、其关联公司和人员将 (a) 对本采购订单的条款和存在，以及从买家获取的确定为保密或专属的所有资料，或从资料性质或披露方式而言应合理视为保密或专属的资料予以保密，及 (b) 仅将该等资料用于本采购订单用途。买家保密资料包括但不限于买家就采购订单提供或制作的所有用品、蓝图、草图、图纸、规格及其他技术或商业资料，包括供应商的工作产品。所有该等资料均为买家专属资料。未经事先书面授权，供应商不会使用买家或其任何关联公司的任何商业名称、商标、服务标志、标志或商业标识或任何其他财产权利。供应商不会发布有关买家或其关联公司或本采购订单的任何新闻稿或其他公告，或在任何手册、广告、客户名单或其他宣传材料中提及买家或其关联公司。

18. 工作产品及知识产权所有权。 若供应商就项目向买家交付或需要交付任何交付成果为工作产品，包括但不限于概念、作品、发明、资料、图纸、设计、规格、定制、文件、程序、数据、开发、硬件、软件或技术，不论由供应商或其人员单独或与他人合作开发制作，不论已完成或仍然在制（任何及所有以上内容称为“工作产品”），买家拥有就项目开发制作的工作产品及所有前期工作产品中的所有权利、所有权和权益（包括但不限于所有版权及任何其他知识产权）。买家已特别订购及委托工作产品，就版权问题而言，属“外聘工作”。若该等交付成果不符合“外聘工作”条件，及该等交付成果包括受版权、专利、商业秘密或任何其他专属权利约束的材料，供应商谨此向买家、其继任人及受让人转让工作产品中的所有权利、所有权和权益，包括其中的所有专属权利。供应商同意遵照买家为获得及保留买家在本采购订单下的权利，或行使、维护或确认买家利用该等权利的权利不时发出的指示，签立、确认、交付及促使妥为提交所有额外文书及文件，及完成所有其他行动及事宜。若依据适用法律工作产品所有权无法转移，供应商则授予或承诺促使授予买家无期限及不可撤销的免专利权费全球许可，以使用任何及所有专属权利。供应商将从速采取一切必要行动，以完善任何上述权利，并自行承担有关开支。

19. 陈述及保证。 供应商陈述及保证：(a) 项目不存在设计、材料、工艺和所有权缺陷；(b) 有关商品品质良好、得宜，有关商品中包含的所有材料及其他物品均为全新（未经翻新或修补）未使用，适合拟定用途；(c) 全部或部分项目并未违反、滥用或侵犯任何第三方的任何专利、商标、商业秘密、商业外观、版权或其他权利；(d) 有关商品符合提供予买家的适用图纸、规格及描述、本采购订单要求并具备交付予买家的任何样品的同等品质；(e) 任何有关服务将按照提供类似服务的资深专业人员一贯遵循的专业谨慎程

the NDA has expired or is no longer in full force and effect, Supplier, its Affiliates and its Personnel will (a) keep confidential the terms and existence of this Purchase Order and all information obtained from Purchaser that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary and (b) use such information only for the purposes of this Purchase Order. Purchaser's confidential information includes, without limitation, all supplies, blueprints, sketches, drawings, specifications and other technical or commercial information furnished by or developed for Purchaser in connection with the Purchase Order, including Work Product of Supplier. All such information is Purchaser's exclusive property. Supplier will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Purchaser or any of its Affiliates in any manner without prior written authorization. Supplier will not issue any press release or other publicity that relates to Purchaser or its Affiliates or this Purchase Order, or reference Purchaser or its Affiliates in any brochures, advertisements, client lists or other promotional materials.

18. Work Product and Ownership of IP. If Supplier delivers or is required to deliver to Purchaser any deliverable in connection with the Project that is work product, including but not limited to concepts, works, inventions, information, drawings, designs, specifications, customizations, documentation, programs, data, developments, hardware, software, or technology, in each case whether developed by Supplier or its Personnel, either alone or with others, and whether completed or in-progress (any and all of the foregoing, "Work Product"), Purchaser owns all right, title and interest (including, but not limited to, all copyrights and any other intellectual property rights) in such Work Product and all precursor Work Product developed in connection with the Project. The Work Product has been specially ordered and commissioned by Purchaser as "work made for hire" for copyright purposes. To the extent such deliverable does not so qualify as "work made for hire", and to the extent such deliverable includes material subject to copyright, patent, trade secret, or any other proprietary right, Supplier hereby assigns to Purchaser, its successors and assigns, all right, title and interest in and to the Work Product, including all proprietary rights therein. Supplier agrees to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and to do all such other acts and things, as may be requested by Purchaser from time to time to secure and preserve Purchaser's rights hereunder, or to enforce, defend or confirm Purchaser's right to exploit those rights. To the extent that ownership of Work Product cannot be transferred under applicable law, Supplier grants or undertakes to procure the grant to the Purchaser of a perpetual and irrevocable, royalty free, worldwide license to use any and all proprietary rights. Supplier will, at its own expense and as expeditiously as possible, perform all acts required to perfect any of the foregoing.

19. Representations and Warranties. Supplier represents and warrants that (a) the Project is free from defects in design, materials, workmanship and title; (b) the Goods are of good and suitable quality and that all materials and other items incorporated in the Goods will be new (not refurbished or reconditioned), unused and suitable for their intended purpose; (c) the Project does not, in whole or in part, violate, misappropriate or infringe any patent, trademark, trade secret, trade dress, copyright or other right of any third party; (d) the Goods conform to the applicable drawings, specifications, and descriptions provided to Purchaser, the requirements of this Purchase Order and are of comparable quality as any samples delivered to Purchaser; (e) any Services will be provided in a

度, 出色、细致地提供; (f) 项目 (包括由供应商人员提供有关服务) 符合并且在交付和买家验收后始终符合相关政府机构的所有适用法律、规则、法规及其他规定, 包括所有适用健康、安全 and 环境法规 (包括在买家使用及享用项目后适用于买家) 以及所有移民和就业状况法律和法规; (g) 供应商及其人员持有并全面遵守开展和完成项目的必要执照、许可和批准 (包括但不限于所有法定和法规同意和许可) 及 (g) 供应商及其人员将遵守亚马逊有关政策。若项目为软件或包含软件, 供应商进一步陈述及保证: (a) 软件并不包含可能妨碍买家或其关联公司行使本采购订单下权利的任何复制保护、自动关闭、拦截、“时间炸弹”或类似机制, (b) 软件并不包含任何病毒、“特洛伊木马”或其他有害代码; 及 (c) 软件并不受任何许可或其他条款约束, 而需要以源代码形式披露或分发予包含该软件或与之一同使用的其他软件或文件, 或为制作衍生作品获得其许可或可免费分发。供应商进一步陈述及保证, 供应商及其金融机构并未受到制裁或列入任何被禁止或受限制人士名单, 或由上述人士拥有或控制, 包括但不限于联合国安全理事会、美国政府 (如美国财政部特别指定国民名单和海外逃避制裁者名单, 以及美国商务部实体名单)、欧盟或其成员国或其他相关政府机构设置的名单。供应商不会直接或间接向受限制或被禁止的任何国家、人士、企业、组织或实体出口、再出口、传输或促使出口、再出口或传输任何商品、软件或技术, 包括受到联合国、美国国务院、财政部或商务部、欧盟或任何其他相关政府机构实施的制裁或贸易禁运约束的任何国家、人士、企业、组织或实体。

20. 保险。 供应商将购买并提供保险, 包括 (至少) 商业综合责任保险保单, 为第三方人身伤害 (人员伤亡) 和财产损害提供责任保障, 其金额足以在发生有关伤害或损害时保护买家及其关联公司, 并将遵守有关雇主对员工工伤和职业病承担责任的任何及所有法律、法规或命令。供应商进一步按照供应商业务覆盖的一个或多个司法管辖区内相似规模和类似业务的公司惯例, 提供其他类型和额度的保险。若供应商在买家场所履行有关服务, 供应商还将提供 (a) 法定额度的职工赔偿保险, 以及责任限额合计不低于 1,000,000 美元等值的雇主责任保险, 以免除对“亚马逊公司及其关联公司” (若法律许可) 在履行有关服务的所有州的代位求偿; (b) 每起人身伤害和财产损害合共限额不低于 1,000,000 美元等值的企业汽车责任保险 (包括所有拥有、非拥有和雇用车辆保障, 以及适用时的无过失保障); 及 (c) 每次

competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled and experienced professionals rendering similar services; (f) the Project (including the provision of Services by the Supplier's Personnel) complies with, and will comply with after delivery and acceptance by the Purchaser, all applicable laws, rules regulations and other requirements of applicable governmental authorities, including all applicable health, safety and environmental regulations (including as would be applied to Purchaser, upon Purchaser's use and enjoyment of the Project) and all immigration and work status laws and regulations; (g) Supplier and its Personnel will hold and fully comply with all required licenses, permits and approvals to carry out and complete the Project (including, but not by way of limitation, all statutory and regulatory consents and permissions) and (g) the Supplier and its Personnel will comply with Amazon Policies. If the Project is or contains software, Supplier further represents and warrants that: (a) the software does not and will not contain any copy protection, automatic shut-down, lockout, "time bomb" or similar mechanisms that could interfere with Purchaser's or its Affiliates' exercise of their rights hereunder, (b) the software does not and will not contain any viruses, "trojan horses" or other harmful code; and (c) the software is not subject to any license or other terms that require that other software or documentation incorporating or used with such software be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge. Supplier further represents and warrants that Supplier and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority. Supplier will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

20. Insurance. Supplier will secure and maintain insurance, including at, a minimum, a Commercial General Liability policy, providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Purchaser and its Affiliates 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. If Supplier will perform Services on Purchaser's premises, Supplier will also maintain (a) Workers' Compensation insurance in the statutory mandated amounts and Employers' Liability insurance with limits of liability of not less than the equivalent of \$1,000,000 USD aggregate, with a waiver of subrogation in favor of "Amazon.com, Inc. and its affiliates" (where permitted by law), in all states in which the Services will be performed; (b) business automobile liability insurance (including

损失限额不低于 500,000 美元等值的忠诚或类似保单，为员工不诚实情况提供保障。最后，若供应商提供专业或咨询服务，供应商还将提供限额不低于每项申索 1,000,000 美元等值的职业责任或过失与疏忽保险。供应商将应买家要求，向买家提供任何有关保障的保险证明，此外，若买家要求，安排将“亚马逊公司及其关联公司”列为提供有关保障的所有保单的额外被保险人。供应商负责为其携带至有关场所的任何设备投保。

coverage for all owned, non-owned and hired autos, and no fault coverage where applicable) with limits of not less than the equivalent of \$1,000,000 USD per occurrence for bodily injury and property damage combined; and (c) fidelity bond or a similar policy covering employee dishonesty with limits of not less than the equivalent of \$500,000 USD per loss. Finally, if Supplier provides professional or consulting services, Supplier will also maintain Professional Liability or Errors and Omissions insurance with limits of not less than the equivalent of \$1,000,000 USD per claim. Supplier will, upon request of Purchaser, furnish to Purchaser certificates of insurance evidencing any such coverage, and further, if requested by Purchaser, arrange for “Amazon.com, Inc. and its Affiliates” to be named as additional insureds on all such policies providing such coverage. Supplier is responsible for insuring any equipment it brings on to the Premises.

21. 辩护及弥偿。 供应商将就因以下事宜产生、相关或指称的任何第三方申索造成的任何损失、损害、结算、成本、开支及任何其他负债（包括但不限于合理律师费）为买家辩护，并对买家予以弥偿：(a) 项目设计、制造、管有权、所有权、使用、销售或转让，(b) 违反供应商在本采购订单下的任何陈述、保证或其他义务，(c) 供应商或其人员有关项目的任何作为或不作为，除非具有司法管辖权的法院最终的不可上诉命令判定因买家重大疏忽或故意不当行为造成，(d) 供应商违反第 34 条，包括但不限于任何税项、关税、利息或罚金或 (e) 因项目发生或偶然发生或由供应商或其人员造成的任何人身伤害、死亡或财产损害。供应商的辩护职责与弥偿职责相互独立，供应商在本第 21 条下的义务与买家在本采购订单下的任何其他义务相互独立。若供应商在买家场所履行有关服务，若因供应商直接或间接雇佣人士人身伤害（包括死亡）产生任何申索，就履行供应商在本条下申索相关义务的任何行为而言，供应商放弃任何工人补偿、工伤保险或类似法律下的任何豁免、辩护或保护，并承担有关申索的责任。本段并不诠释或解释为放弃供应商直接就其任何自有员工或该等员工财产或其他代表主张任何有关豁免、辩护或保护的权利。

21. Defense and Indemnity. Supplier will defend and indemnify Purchaser from any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorney fees) arising out of any third-party claim arising from, related to or alleging (a) the design, manufacture, possession, ownership, use, sale or transfer of the Project, (b) breach of any of Supplier's representations, warranties or other obligations under this Purchase Order, (c) any act or omission of Supplier or its Personnel related to the Project, except to the extent caused by the gross negligence or willful misconduct of Purchaser as determined by a final, non-appealable order of a court having jurisdiction, (d) Supplier's breach of Section 34, including but not limited to any taxes, duties, interest or penalties or (e) any personal injury, death or property damage arising out of, or incidental to, the Project, or otherwise caused by Supplier or its Personnel. Supplier's duty to defend is independent of its duty to indemnify and Supplier's obligations under this Section 21 are independent of any other obligation of Purchaser under this Purchase Order. If Supplier performs Services on Purchaser's premises, in connection with any action to enforce Supplier's obligations under this section related to any claim arising out of bodily injury (including death) to any person directly or indirectly employed by Supplier, Supplier waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar laws and assumes liability for such claim. This paragraph will not be interpreted or construed as a waiver of Supplier's right to assert any such immunity, defense or protection directly against any of its own employees or such employees' estate or other representatives.

22. 责任限制。买家概不对任何机会或利润损失情况或任何类型的间接、偶然、特殊、惩罚性或间接损害负责。

22. Limitation of Liability. Purchaser is not liable under any circumstances for lost opportunities or profits, or for consequential, incidental, special, punitive or indirect damages of any kind.

23. 继任人及受让人。 未经买家事先书面同意，供应商不会转让本采购订单（全部或部分）。未经买家同意的任何转让，买家可选择认定为无效。受上述限制约束，本采购订单对供应商、买家及其各自继任人和许可受让人具有十足约束力、令上述人士受益并可由其强制执行。

23. Successors and Assigns. Supplier will not assign this Purchase Order (in whole or part) without Purchaser's prior written consent. Any assignment without Purchaser's consent will be voidable at Purchaser's option. Subject to the foregoing restrictions, this Purchase Order will be fully binding upon, inure to the benefit of and be enforceable by Supplier, Purchaser and their respective successors and permitted assigns.

24. 一般条款。 一方未能坚持遵守本采购订单的任何条款，或未能行使本采购订单下的任何权利，并不视为放弃本采购订单下的任何权利。双方在本采购订单下的权利和补救可予累积，各方可行使本采购订单下的任何权利或补救，或依据法律或衡平法享有的其他权利和补救。若任何法

24. General. A party does not waive any right under this Purchase Order by failing to insist on compliance with any of the terms of this Purchase Order or by failing to exercise any right hereunder. The rights and remedies of the parties under this Purchase Order are cumulative, and either party may enforce any of its rights or remedies under this Purchase Order or other rights and remedies available to it at law or in equity. If any provision of this Purchase

院或政府机构裁定本采购订单的任何条文不可强制执行，双方主张将不可强制执行的条文视为不存在，以执行本采购订单，任何部分无效及不可强制执行的条文在可执行的范围内予以执行。本采购订单文本的任何翻译仅作参考之用。在法律许可的范围内，若发生任何争议或争论，以本采购订单文本的英文版为准。第 1、11、12、17、19、20- 22、24- 29 及 35 条在供应商履行本采购订单或本采购订单因故终止或取消之后仍然续存。	Order is determined by any court or governmental authority to be unenforceable, the parties intend that this Purchase Order be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable. Any translation of the text of this Purchase Order is for reference purposes only. To the extent permitted by law, in the event of any dispute or controversy, the English language version of the text of this Purchase Order will prevail. Sections 1, 11, 12, 17, 19, 20- 22, 24- 29 and 35 will survive beyond Supplier's performance under this Purchase Order or termination or cancellation of this Purchase Order for any reason.
25. 杂项。 本采购订单条款标题仅为便利而设，不具有解释价值。	25. Miscellaneous. The section headings of this Purchase Order are for convenience only and have no interpretive value.
26. 通知。 本采购订单下发出的所有通知必须以英文拟备，以书面非电子形式交付至本采购订单首页的收件人地址，并于接收时生效。	26. Notices. All notices given under this Purchase Order must be delivered to the recipient's address on the first page of this Purchase Order in written non-electronic form, and in English, and will be effective when received.
27. 数据保护。 各方承诺履行各自在相关数据保护和隐私法律下的义务。	27. Data Protection. Each party undertakes to comply with its respective obligations under the relevant data protection and privacy laws.
28. 劳工部联邦合同合规计划办公室 (OFCCP) 政策推行。 若适用于供应商依据本采购订单在美国境内提供予买家的有关服务或有关商品： 如适用，该承包商和分包商须遵守 41 CFR §§ 60-1.4(a)、60-300.5(a) 和 60-741.5(a)。该等法规禁止因残障受保护退伍军人或人士的身份对合格人士产生歧视，禁止因种族、肤色、宗教信仰、性别或国籍产生歧视。此外，该等法规要求适用总承包商和分包商积极推行雇佣时不考虑种族、肤色、宗教信仰、性别、国籍、受保护退伍军人身份或残障状况，及提倡雇佣人员奉行此原则。	28. OFCCP Flow Down. To the extent applicable to Supplier for Services or Goods provided under this Purchase Order to Purchaser in the U.S.: As applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
29. 反贿赂。 供应商确认，买家商业行为与道德规范（不时更新，“行为规范”）（发布于 https://ir.aboutamazon.com/corporate-governance/documents-charters/code-business-conduct-and-ethics?c=97664&p=irol-govConduct ）禁止出于任何原因贿赂任何人士，不论与政府机构或私营实体进行交易。供应商承诺，本协议履行期间，不会违反或（如知情）允许任何人士违反行为规范中有关反贿赂的条款或任何适用反腐败法律。	29. Anti-bribery. Supplier confirms that Purchaser's Code of Business Conduct and Ethics (as updated from time to time, the "Code of Conduct") released on https://ir.aboutamazon.com/corporate-governance/documents-charters/code-business-conduct-and-ethics?c=97664&p=irol-govConduct prohibits bribery to any person for reason whatsoever, whether for transactions with government authorities or private entities. Supplier undertakes that, during performance of the Agreement, it will not violate or, if it knows, permit any person to violate, the terms of the Code of Conduct on non-bribery or any applicable law on anti-corruption.
30. 供应商行为规范。 在提供有关商品或有关服务的过程中，供应商须遵守并须促使其人员遵守买家的供应商行为规范（公布于 https://www.amazon.com/gp/help/customer/display.html?nodeId=200885140 ）（不时更新，“供应商规范”）。	30. Supplier Code of Conduct. During the course of providing Goods or Services, Supplier shall abide, and shall cause its Personnel to abide, by Purchaser's Supplier Code of Conduct posted at https://www.amazon.com/gp/help/customer/display.html?nodeId=200885140 (as updated from time to time, the "Supplier Code").
31. 不合规。 若供应商未能遵守上文第 29 和 30 条列载的任何买家政策，买家可立即终止或暂停本协议的履行。供应商将就供应商（包括代表买家）根据本协议向另一方支付的任何款项维持真实、准确和完整的帐簿和记录。买家及其指定代表可审核工作场所状况及 / 或查验供应商帐簿和记录，已确认有关付款及遵守上文第 29 和 30	31. Failure to Comply. Purchaser may immediately terminate or suspend performance under this Agreement if Supplier fails to comply with any of the Purchaser's policies set forth in Sections 29 and 30 above. Supplier will maintain true, accurate and complete books and records concerning any payments made to another party by Supplier under this Agreement, including on behalf of Purchaser. Purchaser and its designated representative may audit workplace

条。	conditions and/or inspect Supplier's books and records to verify such payments and for compliance with Sections 29 and 30 above.
32. 人员及分包商。 供应商具有对其员工、代表、代理人、承包商和分包商（统称“人员”）的控制权，包括对员工进行雇用、调动、停职、解雇、调回、晋升、纪律处分、免职及调整员工不满以及劳动力和员工关系及其薪资、工作时间、工作条件和其他雇用条件有关政策的权利。供应商全权负责提供项目的人员的所有薪资和其他报酬，并从其员工薪资和其他报酬中做出所有扣款和预扣税，缴纳所有供款、税项和评估费。供应商人员不具备参与买家员工任何雇用福利计划或其他可用福利的资格。供应商对与其人员的相关所有盗窃、损害及 / 或不当行为及人员的其他作为和不作为全权负责。未经买家事先书面同意，供应商不会将其在本采购订单下的任何义务进行分包或委派。供应商对本采购订单下的全面履责及其分包商遵守该等采购订单条款及条件负责。	32. Personnel and Subcontractors. Supplier has exclusive control over its employees, representatives, agents, contractors and subcontractors (collectively, "Personnel"), including the right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its Personnel, as well as its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. Supplier is solely responsible for all salaries and other compensation of its Personnel who provide the Project and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments. Supplier's Personnel are not eligible to participate in any employment benefit plans or other benefits available to Purchaser employees. Supplier will be solely responsible for all theft, damage and/or misconduct related to, and other acts and omissions by, its Personnel. Supplier will not subcontract or delegate any of its obligations under this Purchase Order without Purchaser's prior written consent. Supplier is responsible for the full performance under this Purchase Order and for its subcontractors' compliance with these PO Terms and Conditions.
33. 场所。 若供应商在买家场所履行有关服务，供应商将 (a) 全权负责及管控其人员，并确保有关人员的任何行为符合健康和安全管理。供应商人员将遵守所有买家规则、政策及程序，包括安全、安保、健康、环境和危险品管理、不当行为、身体攻击、骚扰和盗窃等事宜（统称“有关规则”）；及 (b) 应买家要求，开除并立即替换有违法或不遵守任何规则的任何服务人员。若买家同意采用分包商，供应商将确保任何分包商受本采购订单条款约束。供应商安全提供有关服务及遵守适用法律的职责不得以买家可能发出的任何指示作为托辞。	33. Premises. If Supplier performs Services on Purchaser's premises, Supplier will (a) be solely responsible for and have control over its Personnel and ensuring that any actions taken by those Personnel are done in accordance with health and safety laws. Supplier's Personnel will abide by all Purchaser's rules, policies, and procedures, including with respect to such matters as safety, security, health, environmental and hazardous material management, misconduct, physical aggression, harassment and theft (collectively, "Rules"); and (b) at Purchaser's request, remove and promptly replace any Personnel performing services who behaves in a manner that is unlawful or inconsistent with any Rule. If Purchaser consents to the use of a subcontractor, Supplier will ensure that any such subcontractor is bound to the terms of this Purchase Order. Supplier's responsibilities for safely providing the Services and complying with applicable laws are not excused in any way by any instruction that may be provided by Purchaser.
34. 跨境销售及退货。 除非另有说明，否则供应商将按完税后交付（DDP，参考《2010年国际贸易术语解释通则》）基准向买家交付任何跨境销售的有关商品。除非另有说明，否则供应商将为所有有关交易记录的进口商和出口商，除非法律规定，不会将买家列入任何进口、出口或其他海关单据（惟若供应商认为需要将买家列入任何有关单据，将会向买家发出事先书面通知，让买家有充足时间计划符合供应商所依据法律的替代操作方式），并会直接负责确保有关跨境销售符合所有进出口法规（包括但不限于出口许可、承运人出口申报和出口发票）。在不限上文所述内容的前提下，任何出口或进口单据必须将各项硬件、软件、装置和任何无需纳税服务单独立项，并注明单独价值。若买家退回本协议下的任何有关商品，该等有关商品将按出厂价（EXW，参考《2010年国际贸易术语解释通则》）退还至买家收货地址，供应商将为所有有关交易记录的进口商和出口商，并会直接负责确保有关跨境销售符合所有进出口法规。即使有第 7 条的条款，就按	34. Cross Border Sales and Returns. Unless otherwise specified, Supplier will deliver any cross-border sale of Goods to Purchaser on a delivered-duty-paid (DDP Incoterms 2010) basis. Unless otherwise specified, Supplier will be the importer and exporter of record on all such transactions, will not list Purchaser on any import, export or other customs documentation unless required by law (provided that, if Supplier believes it is required to list Purchaser on any such documentation, it will give Purchaser prior written notice and allow Purchaser sufficient opportunity to propose an alternate course of action that complies with law, by which Supplier will abide), and will be directly responsible for ensuring that such cross-border sales comply with all export and import regulations (including, without limitation, export licensing, shippers' export declaration, and export invoice). Without limiting the foregoing, any export or import document must, among other matters, separately itemize and state the separate value for each item of hardware, software, set-up, and any non-dutiable service. If Purchaser returns any Goods under this Agreement, such Goods will be returned ex-works (EXW Incoterms 2010) Purchaser's Ship To Address, and Supplier will be the importer and exporter of record on all such transactions and will be directly responsible for ensuring that such returns comply with all export and import regulations. Notwithstanding the terms of Section 7, for Goods delivered on a DDP basis Supplier agrees that any

DDP 基准交付的有关货物，供应商同意不向买家征收或收取供应商可退回的任何关税和税项。	duties and taxes that may be recoverable by the Supplier will not be charged or collected from the Purchaser.
35. 适用法律。 本采购订单依据中华人民共和国法律（不包括任何冲突法规则或原则）诠释及执行。任何与本采购订单有关的一切争议，应提交中国国际经济贸易仲裁委员会在北京进行仲裁，仲裁应按照申请仲裁时该委员会有效的仲裁规则进行。仲裁裁决为终局裁决，对双方都有约束力。仲裁员应为三人。在法律许可的范围内，所有法律程序将以英文执行。	35. Applicable Law. This Purchase Order will be interpreted and enforced in accordance with the laws of the People's Republic of China excluding any conflict of law rules or principles. Any dispute relating in any way to this Purchase Order will be submitted to the China International Economic and Trade Arbitration Commission for arbitration in Beijing, which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The number of arbitrators shall be three. To the extent permitted by law, all proceedings will be conducted in the English language.