

**JOHN DEERE
TERMS AND CONDITIONS**

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条款和条件**

Unless this Purchase Order expressly provides otherwise, it is limited to the terms and conditions set forth herein. Buyer hereby objects to any additional or different terms and conditions proposed by Seller in any proposal, quotation, acknowledgment or other document. Any such proposed terms and conditions shall be void and the terms and conditions herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties. When used in this Purchase Order, the term “Goods” means the items, materials, equipment, tooling, parts and/or work or services supplied pursuant to this Purchase Order.

除非本购买订单另有明确规定，否则本购买订单以其中所述的条款和条件为限。买方特此反对卖方在任何提议、报价、确认订单或其他文件中提出的任何补充或不同条款和条件。所提出的任何该等条款和条件均为无效，本购买订单中的条款和条件构成双方之间合同条款和条件的完整和排他性陈述。“货物”一词在用于本购买订单时，系指依照本购买订单供应的物品、材料、设备、工装、零件和/或服务。

1. ACCEPTANCE AND MODIFICATIONS. This Purchase Order ("Order"), whether or not issued with reference to a quotation or proposal of Seller, shall constitute an offer. Acceptance by Seller is expressly limited to the terms and conditions hereof and is evidenced by commencement of performance. No changes or modifications in this Order shall be valid unless confirmed in writing by Buyer.

接受和修改。本购买订单（“订单”），不论是否针对卖方的某项报价或提议发出的，均应构成一项要约。卖方的接受明确受限于本订单

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的条款和条件，并且以其开始履行本订单为上述接受的证明。除非经买方书面确认，否则本订单的任何变更或修改均为无效。

2. **PACKING AND TRANSPORTATION.** No charge for packing or transportation will be allowed except as provided for in this Order.

包装和运输。不得就包装和运输收费，但本订单规定的除外。

3. **SHIPMENT/DELIVERY** Seller shall ship/deliver Goods in accordance with instructions and specifications set forth in this Order. If Goods are not shipped/delivered in accordance with Buyer's instructions and specifications, Seller shall be responsible for any additional costs incurred by Buyer as a result of Seller's failure to comply with such instructions and/or specifications.

发运/交付。卖方应按照本订单中的指令和规格发运/交付货物。如果货物未按照买方的指令和规格被发运/交付，则卖方应负担买方因此发生的任何额外费用。

4. **DUTY DRAWBACK RIGHTS.** This Order includes all related customs duty and import drawback rights (including rights developed by substitution and rights which may be acquired from Seller's suppliers) if any, which Seller can transfer to Buyer. Seller shall inform Buyer of the existence of any such rights and upon Buyer's request, supply such documents as may be required to obtain such drawback.

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退税权。本订单包含卖方能向买方转移的一切有关的关税和进口退税权（包括因替代产生的权利以及从卖方供应商处可能获取的权利）（如有）。卖方应将任何此等权利的存在情况告知买方，并应在买方提出要求时提供获得该等退税权可能需要的文件。

- 5. PAYMENT.** Unless otherwise stated in this Order, invoices for Goods shall be paid net 30 days from the date of receipt of the invoice or receipt of the Goods, whichever is later ("Payment Due Date"). Discounts offered by Seller to Buyer shall be allowed if payment is made on or before the Payment Due Date.

支付。除非本订单另有规定，否则货物的账单应在自收到帐单之日或收到货物之日（以较晚者为准）起 30 天内支付（“到期应付日”）。

如果于到期应付日当日或之前付款，可允许卖方向买方打折。

- 6. EXCESS GOODS.** Goods in excess of those specified in the Order will not be accepted, and such Goods will be held at Seller's cost and risk. Buyer shall have no obligation to keep or preserve any excess Goods delivered by Seller. Buyer may, and at Seller's request shall, return the excess Goods at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.

超量货物。买方将不会接受超过订单规定数量的货物，这些货物将由买方予以保管，费用及风险由卖方承担。买方没有义务保留或保全卖方交付的任何超量货物。买方可以将（而且在卖方要求下应将）超量

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货物退回，风险由卖方承担，运至原目的地和从原目的地运来的一切运输费应由卖方支付。

- 7. FABRICATION AND MATERIAL COMMITMENTS.** Unless otherwise authorized in writing by Buyer, Seller shall not make commitments for materials or fabricate or assemble in advance of time reasonably necessary to comply with the terms of this Order.

关于制造和材料的承诺。除非买方以书面形式另行授权，否则卖方不对材料作出承诺，亦不在遵守本订单条款所合理需要的时间之前提前制造或组装。

- 8. TERMINATION.** Buyer may terminate this Order for its convenience, in whole or in part, by written or electronic notice at any time. If this Order is terminated for convenience, any claim of Seller shall be settled on the basis of reasonable costs incurred by Seller in the performance of this Order for labor and materials which are not usable by Seller for other goods it manufactures. Materials for which Seller is reimbursed shall become the property of Buyer and be surrendered to it upon Buyer's request. Seller shall safeguard and shall not destroy such materials without Buyer's consent.

终止。经书面或电子方式通知，买方可在任何时间随意全部或部分终止本订单。如本订单被随意终止，卖方的任何索赔应基于卖方在履行本订单过程中就劳力和材料（该等劳力和材料不能被卖方用于其制造的其他货物）所发生的合理费用加以解决。卖方已得到补偿的那部分

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材料应成为买方的财产，一经买方要求，即应交给买方。卖方应保护该等材料，并且，未经买方同意，不得销毁该等材料。

9. **DELAYS.** If Seller fails or refuses to proceed with this Order, or if Seller fails to make delivery, or Buyer refuses to accept delivery in accordance with the delivery schedule, the other party may cancel the then remaining balance of this Order unless the delay is an "Excusable Delay" as hereinafter defined. An "Excusable Delay" shall not constitute a default under this Order. The term "Excusable Delay" as used in this section means any delay in making or accepting deliveries which results without fault or negligence on the part of the party involved and which is due to causes beyond its control including, without limitation, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, and delays of a party's supplier due to such causes. For greater certainty, "Excusable Delay" does not include any strike, lock-out, labor dispute or inability to obtain labor, utilities, services or raw materials. Each party shall promptly notify the other of any such delay and the cause thereof.

延误。如果卖方未履行或拒绝履行本订单，或者如果卖方未按照交货时间表交货或买方未按照交货时间表接受交货，则另一方可取消本订单当时所剩余的部分，但延误属于本订单下文界定的“可免责的延误”的除外。“可免责的延误”不应构成本订单项下的违约。在本条中所使用的“可免责的延误”一词，指在交货或接受交货中并非由于有关一方的过错或疏忽引起的，而是由于其控制范围以外的原因造成的

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任何延误，包括（但不限于）自然灾害、公敌行为、火灾、水灾、流行病、检疫限制、货物禁运、异常恶劣天气以及一方的供应商由于该等原因出现的延误。为更加明确起见，“可免责的延误”不包括任何罢工、闭厂、劳资纠纷或无法取得劳力、公用设施、服务或原材料。每一方应迅速将任何该等延误及其原因通知另一方。

- 10. INSPECTION AND ACCEPTANCE.** Buyer, at its option, may inspect and/or test the Goods at Seller's plant, off site, and/or the point of destination. Buyer shall have the right to monitor Seller's inspection, quality and reliability procedures and review the data supporting same. Acceptance of the Goods by Buyer shall not relieve Seller from any of its obligations and warranties hereunder. In no event shall payment or transfer of title constitute acceptance of the Goods.

验收。买方可选择在卖方工厂、异地和/或目的地检查和/或试验货物。

买方有权监督卖方的检查、质量和可靠性程序并审查其支持性数据。

买方接受货物并不免除卖方在本订单项下的任何义务和保证。在任何情况下，付款或所有权的转移均不得构成接受货物。

- 11. QUALITY AND WARRANTY.** Seller expressly warrants that all Goods covered by this Order (1) will be complete, error-free, effective and capable of meeting the technical objectives set forth in this Order, and, to the extent permitted by law, (2) will conform to the standards, specifications, drawings, samples, models, 3-D geometry or other description furnished or expressly

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adopted by Buyer, and (3) will be of good material and workmanship, and free from defects, including defect in design (if Seller's design) and, if custom-designed by Seller for the application specified by Buyer, be comparable in quality to similar custom-designed goods sold for similar applications, and if the Goods are not ordered to Buyer's specifications, Seller further warrants that they will be of merchantable quality and fit and sufficient for the purpose intended. Seller further warrants that all Goods covered by this Order, including but not limited to components and material furnished for or incorporated into the Goods, including Goods intended for distribution as service parts, will comply with all applicable Federal, State, Provincial and local statutes, laws, regulations, orders, and ordinances, including, without limitation, all environmental and occupational health and safety laws and industry standards and Buyer's specifications that restrict or prohibit certain chemical compounds as constituents of Goods as specified in the John Deere Banned Chemical List. The John Deere Banned Chemical List is found at:

<http://jdsupply.deere.com/bannedchemicals/>

Seller also warrants that its processes shall comply with the John Deere Quality Manual and that the Goods will comply with all current industry safety standards, including labeling requirements and adequate warnings as required. The John Deere Quality Manual is found at:

<http://jdsupply.deere.com/qualitymanual/>

质量与保证。 卖方明示保证，本订单范围内的全部货物(1) 将是完整的、无差错的、有效的，能够达到本订单中规定的技术目标；且在法律允许的范围内全部货物(2) 将符合买方提供的或明示采用的标准、规格、图纸、样品、模型、3 维几何结构或其他说明；(3) 将使用优质材

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料制成，具有良好工艺；不存在瑕疵，包括设计瑕疵（如为卖方的设计）；如系卖方为买方规定的用途定制设计，将在质量方面可媲美为相似用途出售的类似的定制货物；而且，如果货物并非按买方规格订购，卖方进一步保证货物将达到适销质量，适合并充分满足原定目的。卖方进一步保证，本订单范围内的全部货物，包括（但不限于）为货物提供的或纳入货物（包括作为维修零件经销的货物）的部件和材料，将符合联邦、州、省和地方法律、法规、条例、命令和法令（包括但不限于环境以及职业健康和安全方面的法律与行业标准）以及买方限制和禁止将某些化合物作为货物组成部分（如约翰·迪尔禁用化学品清单所规定）的规定。约翰·迪尔禁用化学品清单见于<http://jdsupply.deere.com/bannedchemicals/>。

卖方还保证，其工艺应符合约翰·迪尔质量手册，而且货物将符合届时有效的行业安全标准，包括标签要求和必要的充分警示。约翰·迪尔质量手册见于<http://jdsupply.deere.com/qualitymanual/>。

- 12. DEFECTIVE GOODS.** If any of the Goods fail to meet the warranties contained in Section 11 (a "Nonconformity"), Seller shall, upon notice from Buyer, promptly correct or replace those Goods at Seller's expense. If Seller shall fail to adequately address the Nonconformity, then Seller shall reimburse Buyer for all costs to correct or replace the Nonconformity in the

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Goods. If Seller fails to do so, Buyer may cancel this Order as to all such Goods, and in addition, may cancel the then remaining balance of this Order. After notice to Seller, all such Goods will be held at Seller's cost and risk. Buyer may, and at Seller's direction shall, return such Goods to Seller at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller. Any payment for such Goods shall be refunded by Seller unless Seller promptly corrects or replaces the same at its expense. If any field problem occurs as a result of a Nonconformity in the Goods and is sufficiently serious and widespread to threaten Buyer's marketing of its end product or Buyer's reputation, or poses a previously unforeseen safety hazard or causes any governmental agency, including, without limitation, a governmental consumer product safety agency or the United States Consumer Products Safety Commission, to require a change in Buyer's end product, such that a recall or Product Improvement Program (a "PIP") is a reasonable corrective action, Seller shall pay forthwith to Buyer all costs and expenses reasonably incurred by Buyer in taking such corrective action. If the corrective action is necessary in part because of a Nonconformity in the Goods provided, and in part because of an act or omission of Buyer, said costs and expenses shall be allocated between the parties pro rata according to their respective percentage of fault.

有瑕疵的货物。如果任何货物未达到第 11 条所载保证（“不合格情况”），卖方应在买方作出通知后迅速对该等货物予以纠正或替换，费用由卖方承担。如果卖方未能适当地解决不合格情况，则卖方应将纠正货物中存在的不合格情况或者替换存在不合格情况的货物的一切费用补偿买方。如卖方未这样做，买方可取消本订单中所有该等货

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物，此外，买方还可取消本订单当时所剩部分。在向卖方通知后，所有该等货物均将予以暂存，费用及风险由卖方承担。买方可退回（而且在卖方指示时应退回）该等货物给卖方，风险由卖方承担，而且，运至原目的地和从原目的地运出的一切运输费均应由卖方支付。为该等货物的一切付款均应由卖方退还，除非卖方迅速自费予以纠正或替换。如果由于货物的不合格情况而发生任何现场问题，其严重和广泛程度足以威胁买方最终产品的营销或买方的声誉，造成原先未曾预想的安全危害或促使任何政府机构（包括但不限于政府的消费者产品安全机构或美国消费者产品安全委员会）要求修改买方的最终产品，以致召回或产品改进方案（PIP）是一项合理的纠正措施，则卖方应立即向买方支付其采取该等纠正措施而合理产生的一切费用和支出。如果必须采取的纠正措施，部分是由于所供货物的不合格情况、部分是由于买方的作为或不作为造成的，则上述费用和支出应按照双方各自过错的比例在双方之间分摊。

- 13. MANUFACTURING CHANGES.** Seller shall give Buyer not less than sixty (60) days prior, written notice of any specification, design, part number or other identification changes, or any major changes in process or procedure or changes in the location of the manufacturing plant or place

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where Seller performs any of its obligations under this Order if any such changes may affect the Goods.

制造方面的变更。卖方应至少提前六十 (60) 天将卖方所作的任何规格、设计、零件号和其他标识方面的变更、对工艺、流程的重大变更或对制造厂或卖方履行其在本订单项下任何义务的地点的变更书面通知买方 (如果任何此等变更可能会影响货物的话) 。

- 14. INDEMNIFICATION.** Seller shall protect, defend, hold harmless and indemnify Buyer its subsidiaries, affiliates, authorized dealers and distributors and their officers, directors, employees, agents, successors, assigns, and customers, from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses, including, but not limited to, attorneys' fees and expenses (the "Loss") arising out of, resulting from, related to or associated with:

赔偿。对于因下列事项造成、引起或与之相关的任何和一切索赔、诉讼、指控、判决、行动、责任、损失、损害赔偿、费用和支出，包括但不限于律师费 (“ 损失 ”) ， 卖方应保护买方及其子公司、关联方、授权经销商和分销商以及他们的高级职员、董事、雇员、代理人、继承人、受让人和客户，为其辩护，使其不受损害并向其赔偿：

- a) injury, loss or damage of any nature or kind claimed by a third party, and caused by or arising from, or alleged to have been caused by or arising from, or existing because of, infringement or alleged

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infringement, of any patent or copyright, or wrongful use of third-party trade secrets or proprietary information, for or on account of the manufacture, sale, offer for sale, or use of any Goods, except in the case where Seller's compliance with specifications prescribed by and originating with Buyer constitutes the sole basis of such infringement, alleged infringement, or wrongful use. If the use or sale of any Goods furnished hereunder is enjoined as a result of such suit, Seller, at its option and at no expense to Buyer, shall obtain for the party to be indemnified (including Buyer's customers, if applicable) the right to use and/or sell the Goods or substitute acceptable equivalent Goods and extend this indemnity thereto;

某一第三方主张的因侵犯（或指称侵犯）任何专利或著作权、非法使用第三方商业秘密或专有信息，由于或归咎于任何货物的制造、销售、出售要约或使用造成、引起或存在的任何性质或种类的伤害、损失或损害，但卖方对买方规定的和源于买方的规格的遵守系造成该等侵权、指称侵权或非法使用的唯一根据的情况除外。如果在订单项下所供任何货物的使用或销售由于上述诉讼而遭到禁止，则卖方应按其选择和买方不承担任何费用的情况下为须予以赔偿的一方（包括买方的客户，如适用的话）获得使用和/或销售该货物的权利或替换可接受的同等货物，并将此项赔偿扩大适用于该等货物；

- b) Seller's negligence or other claim involving the design, manufacture,

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material and/or workmanship of the Goods or the warnings or lack thereof;

涉及货物的设计、制造、材料和/或工艺或者所作的警示或缺乏警示的卖方过失或其他权利主张；

c) Seller's breach of this Order; or

卖方违反本订单；或

d) Seller's possession, use, repair or maintenance of the Property under Section 17.

卖方根据第 17 条规定对财产的占有、使用、修理或维护。

15. INDEMNIFICATION PROCEDURE. Failure of Buyer to discover and/or remedy the act(s) or omission(s) in Section 14 shall not excuse Seller from this obligation. Buyer shall promptly notify Seller in writing of the Loss. Buyer shall cooperate in, but not be responsible for the investigation and defense of the action in respect of the Loss or for any costs and expenses associated therewith. Should Seller fail to assume its obligation hereunder, Buyer shall have the right, but not the obligation, to defend itself and to thereafter require Seller to reimburse and indemnify Buyer for any and all costs and expenses, including legal fees, paid by Buyer in connection therewith. Any insurance maintained by Seller as required by the terms of this Order shall in no way be interpreted as relieving Seller of any responsibility under this section. This Section 14 shall survive termination, cancellation or expiration of this Order.

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赔偿程序。买方未发现和/或补救第 14 条所述的作为或不作为并不免除卖方的赔偿义务。买方应迅速将损失书面通知卖方。买方应在与损失有关的诉讼的调查和辩护中予以合作，但不对该等调查和辩护负责，亦不承担与之相关的任何费用和支出。如果卖方未承担其在本条项下的义务，则买方应有权（但非义务）自己进行辩护，并在此后要求卖方就买方为此支付的任何和全部费用和支出（包括法律费用）进行补偿和赔偿。卖方按照本订单条款的要求购买的保险不应以任何方式解释为免除卖方在本条项下的任何责任。本第 14 条应在本订单终止、取消或期满后继续有效。

- 16. INSURANCE REQUIREMENTS.** Seller will maintain insurance coverage and will provide proof of insurance coverage as required by Buyer upon request.

保险要求。卖方应维持保险，并应买方要求提供保险的证据。

- 17. BAILMENT.** Machinery, equipment, tools, jigs, dies, patterns, drawings, specifications and samples furnished to Seller by Buyer on other than a charge basis, or which are separately billed to Buyer ("Property"), shall remain the exclusive property of Deere. While any Property is in the possession of Seller, Seller shall not (1) sell, assign, mortgage, pledge, grant a security interest in, or otherwise encumber the Property, or permit it to be subject to any lien or other legal process; (2) claim any lien on or against the Property that may be available to Seller under applicable law; (3) loan, rent

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or exchange the Property, permit third parties to use or possess the Property, or transfer the Property to another location without Buyer's prior written approval, or (4) use the Property for any purpose other than the fulfillment of Seller's obligations under this Order. Seller, at Buyer's request, shall execute (and permit Buyer to file) a (i) Uniform Commercial Code financing statement describing the Property and confirming Deere's ownership of it and rights to it; and (ii) any approvals, registrations or other filings that Buyer may request be submitted to the relevant administrative departments in charge in China from time to time in order to secure Deere's ownership of and all rights and other interests in the Property. Upon the completion of this Order, all such Property shall be returned to Buyer or otherwise satisfactorily accounted for by Seller. Seller, at its expense, shall insure all such Property for the reasonable value thereof against loss or damage of any kind.

寄托。由买方非按收费方式提供给卖方的或者另向买方开具帐单的机器、设备、工具、夹具、模具、模型、图纸、规格和样品 (“**财产**”) 应为迪尔的独家财产。在卖方占有任何财产时，卖方不得(1) 将**财产**出售、转让、抵押、质押、在**财产**上设立担保权益或以其他方式对其设定产权负担，或允许**财产**被留置或受其他法律程序的限制；(2) 对**财产**主张其根据适用法律可能享有的任何留置权；(3) 未经买方事先书面批准，出借、出租或交换**财产**，允许第三方使用或占有**财产**，或将**财产**转移到其他地点；(4) 将**财产**用于卖方履行其在本订单项下义务以外的其他目的。卖方经买方要求应签署 (并允许买方报备) (i) 《统

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一商法典》规定的财务报告，说明财产有关情况并且确认迪尔对财产的所有权和权利；以及(ii) 买方要求不时提交给中国相关主管部门以保障迪尔对财产的所有权、全部权利和其他利益的任何批准、注册或其他备案。在本订单完成后，所有上述财产应归还给买方，否则卖方应作出令人满意的解释说明。卖方应自费以合理的价值为上述所有财产就任何种类的损失或损害投保。

18. CERTIFICATION. [FOR SELLERS LOCATED IN THE U.S. ONLY]

Seller hereby certifies that it will fully comply with Executive Order 11246, as amended by Executive Order 11375, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Executive Order 11625, as amended, and Executive Order 13201 and the rules and regulations issued thereunder which are incorporated by reference as appropriate. Seller commits itself to such compliance by acceptance of this Order.

保证。[仅适用于美国境内的卖方]卖方特此保证，其将完全遵守第 11246 号行政令（经第 11375 号行政令修订）、1973 年康复法（经修订）第 503 条、1974 年越战退伍军人重新适应援助法（经修订）、第 11625 号行政令（经修订）、第 13201 号行政令以及据其颁布的规则和条例。在适用的情况下，该等法律法规通过在此提及而纳入本条款和条件。卖方通过接受本订单，承诺遵守上述法律法规。

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19. UTILIZATION OF SMALL BUSINESS CONCERNS. [FOR SELLERS LOCATED IN THE U.S. ONLY] For purchases in excess of \$500,000, Seller (unless it is a small business concern) hereby certifies that it will adopt a subcontracting plan that fully complies with the requirements of FAR 52.219-9.

使用小企业。 [仅适用于美国境内的卖方]对于金额超过 50 万美元的购买事项，**卖方**（除非其为小企业）特此保证，其将采用完全符合《联邦采购条例》第 52.219-9 条规定的分包方案。

20. APPLICABLE LAWS. Seller, in the performance of this Order, shall comply with all applicable Federal, State, Provincial and local statutes, laws, regulations, order and ordinances and agrees, upon request, to furnish a certificate to such effect in such form as Buyer may from time to time require. The UN Convention on Contracts for the International Sale of Goods is hereby specifically excluded from this Order. **[FOR SELLERS LOCATED IN THE U.S. ONLY:]** Seller, in the performance of this Order, shall comply with the provisions of the United States Fair Labor Standards Act of 1938, as amended.

适用法律。在履行本订单过程中，**卖方**应遵守联邦、州、省和地方的适用法律、法规、条例、命令和法令，并同意按**买方**不时要求的格式向**买方**提供大意如此的证明。《联合国国际货物买卖合同公约》被明确排除，不适用于本订单。**[仅适用于美国境内的卖方]**在履行本订单过

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程中，**卖方**应遵守 1938 年的美国《公平劳动标准法》（经修订）的规定。

- 21. PACKAGING AND LABELING LAWS.** Seller shall package, transport and label the Goods and their containers in accordance with all applicable federal, state, provincial and local packaging, shipping and labeling laws and regulations in effect in the place to which the Goods are shipped or as specified otherwise by Buyer. In absence of laws regulating the labeling of hazardous substances, Seller shall label such substances or their containers in accordance with WARNING LABELS, MANUAL, L-1, published by the Manufacturing Chemists Association, Washington, D.C. or any ANSI or similar standard enacted subsequent to this Manual.

包装和标签法律。 卖方应按照货物运往地有效的或买方另行说明的联邦、州、省和地方的一切适用的包装、运输和标签法律和法规对货物及其容器进行包装、运输和加贴标签。在没有关于有害物质加贴标签的法律的情况下，则**卖方**应按照华盛顿特区制造化学师协会公布的 L-1 警示标签手册或在该手册之后颁布的美国国家标准学会标准或类似标准对上述物质或其容器加贴标签。

- 22. SPECIAL TOOLS.** Unless otherwise stated, all special tools, dies, jigs, patterns, machinery and equipment needed by Seller for the performance of this Order shall be obtained by Seller at its expense and shall be the property of Seller.

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专用工具。除非另有说明，否则卖方为履行本订单所需的一切专用工具、模具、夹具、模型、机器和设备均应由卖方自费获得并应是卖方的财产。

- 23. ASSIGNMENT.** Neither party shall assign or transfer this Order or any interest therein or monies payable thereunder without the prior, written consent of the other party, and any assignment made without such consent shall be null and void, except that Buyer may assign this Order and its interest therein to any affiliated corporation or to any corporation succeeding to Buyer's business without the consent of Seller.

转让。未经另一方事先书面同意，任何一方均不得转让或让予本订单、本订单中的任何利益或在本订单项下应付的款项，未经上述同意所作出的任何转让均为无效，但买方可无须经卖方同意将本订单及其在本订单中的利益转让给任何关联方或继承买方业务的任何公司。

- 24. TAXES.** Unless otherwise stated, the prices do not include sales, use, excise, and similar taxes applicable to the Goods or the materials used in the manufacture of Goods. All such taxes and charges shall be shown separately on Seller's invoices.

税款。除非另有说明，否则价格不包括适用于货物或在制造货物过程中所用材料的销售税、使用税、货物税和类似税项。所有此等税费均应在卖方帐单上分别示出。

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25. REMEDIES. No remedy herein provided shall be deemed exclusive of any other remedy allowed by law.

补救措施。 本订单中规定的任何补救措施均不得被视为排除法律允许的任何其它补救措施。

26. CONFIDENTIALITY. This Order and any material transmitted herewith may contain information confidential or proprietary to Buyer, its subsidiaries or affiliates and such information is not to be used by Seller other than the purpose for which it was transmitted to Seller. Seller shall hold such information in strictest confidence and not disclose such information to third parties without the prior written consent of Buyer. Seller will execute a confidentiality and non-disclosure agreement as required by Buyer.

保密。 本订单以及与本订单一起传送的任何材料均可能载有对于买方、其子公司或关联方而言属于保密或专有性质的信息，而且卖方不得将该等信息用于向卖方传送该等信息的目的之外的任何目的。卖方应对该等信息严格保密，而且未经买方事先书面同意，不得将该等信息披露给第三方。卖方应按照买方的要求签署一份保密与不披露协议。

27. BUYER'S PROPERTY. Buyer shall have sole ownership of all right, title and interest in any items or materials (including those supplied or financed by Buyer), copyrighted works, work product, works of authorship, inventions conceived by Seller or any other intellectual property resulting

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from or arising in connection with Seller's performance under this Order. Seller hereby irrevocably waives any moral rights it has in any such copyrighted works and assigns all copyrights and patent rights in inventions to Buyer. If any right, title or interest in any such intellectual property rights are deemed not to vest in Buyer, for any reason whatsoever, Seller shall and hereby does irrevocably assign, and where necessary shall procure the assignment, to Buyer all right, title and interest in such intellectual property rights. Seller agrees not to challenge the validity of Buyer's ownership in such intellectual property rights. If Seller has any residual rights in such intellectual property that cannot be assigned to Buyer, Seller unconditionally and irrevocably waives the enforcement of such rights and unconditionally and irrevocably grants to Buyer a perpetual, exclusive and royalty-free license to use such intellectual property. Seller shall take all steps and execute all documents which may be necessary to give full force and effect to the provisions of this Section 27.

买方的财产。对于因卖方履行本订单而产生的或者与此相关的任何物品或材料（包括由买方供应或提供资金的物品或材料）、版权作品、工作成果、著作权作品、由卖方构想的发明或任何其他知识财产的一切权利、产权和利益，买方应有独家所有权。卖方特此不可撤销地放弃其对任何上述版权作品的精神权利，并且向买方转让发明的全部著作权和专利权。如果出于任何原因，对于任何该等知识产权的任何权利、所有权或利益被视为不属于买方，则卖方特此不可撤销地向买方转让（并且在必要时应促使向买方转让）对于该等知识产权的所有权

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利、所有权和利益。卖方同意不对买方对于该等知识产权的所有权的合法性提出质疑。如果卖方对该等知识产权拥有任何未能转让给买方的剩余权利，则卖方无条件和不可撤销地放弃对该等权利的强制执行，且无条件和不可撤销地授予买方一项永久的、独占的、免收使用费的使用该等知识产权的许可。卖方应采取使本第 27 条的规定完全有效而可能必需的一切措施，以及签署使本第 27 条的规定完全有效而可能必需的一切文件。

- 28. SAFETY.** Seller and all individuals that Seller assigns, or sub-contracts with, to perform work or services at Buyer's facilities shall comply with Buyer's "Factory Safety Regulations" and its "Contractor Safety Policy" and all occupational health and safety and environmental legislation and regulations and all applicable industry standards.

安全。 卖方和受卖方派遣或与卖方订立分包合同的所有个人，在买方设施从事工作或提供服务时必须遵守买方的“工厂安全规定”和“承包商安全政策”、职业健康和安全及环境方面的法律法规以及所有适用的行业标准。

- 29. CODE OF CONDUCT.** Seller shall comply with the John Deere Supplier Code of Conduct, which is found at:

<http://www.deere.com/suppliercode/>

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行为守则。卖方应遵守《约翰·迪尔供应商行为守则》，该守则见于
<http://www.deere.com/suppliercode/>。

- 30. SUPPLY CHAIN SHIPMENT SECURITY. [FOR SELLERS SHIPPING TO THE U.S.]** Seller shall implement security measures to ensure the safe and secure transportation of Goods throughout the supply chain and adhere to all applicable security requirements of the country in which it operates. Buyer has been accepted into the Customs Trade Partnership Against Terrorism Act (C-TPAT) to protect the safety of borders of the United States. If Seller ships Goods into the United States, Seller shall adhere to security requirements outlined by US Customs at the following website:
http://www.customs.treas.gov/xp/cgov/import/commercial_enforcement/ctp_at/

供应链发运安全。 [仅适用于向美国发货的卖方] 卖方应采取安全措施，确保通过供应链的货物运输安全可靠，并遵守其经营所在国家的一切适用安全要求。买方已获批加入美国海关贸易伙伴反恐方案（C-TPAT），以保护美国边界的安全。如果卖方将货物运进美国，卖方应遵守美国海关在下列网址列出的安全规定：

http://www.customs.treas.gov/xp/cgov/import/commercial_enforcement/ctp_at/

- 31. RIGHT TO AUDIT CLAUSE.** Buyer shall have the right to perform audits from time to time of Seller's costs and other items related to the terms

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of this Order. Seller shall, upon reasonable request and during reasonable business hours, make available for examination and reproduction by Buyer and its duly authorized agents, such books, records, and invoices of Seller as may be necessary to perform an audit pursuant to this Section. Such audits may be performed while this Order is in effect or within one year after its termination.

审计权条款。买方有权不时对与本订单条款相关的卖方费用和其他项目进行审计。经合理要求，卖方应在合理的营业时间内提供依照本条进行审计所需的卖方帐册、记录和账单，供买方及其正式授权代理人审查和复制。该等审计可在本订单有效期内或在本订单终止后一年内进行。

- 32. INDEPENDENT CONTRACTOR.** Seller is an independent contractor. All individuals that Seller assigns, or sub-contracts with, to perform work or services are deemed to be Seller's "employees". Nothing in this Order, and no conduct, communication, trade practice or course of dealing between the parties or their subsidiaries or affiliates, shall be interpreted or deemed to create any partnership, joint venture, agency, or fiduciary relationship.

独立承包商。卖方是一独立承包商。卖方派遣或与卖方订立分包合同从事工作或提供服务的一切个人均为卖方的“雇员”。本订单的任何规定以及双方或其子公司或关联方之间的任何行为、通讯、商业惯例或交易习惯，均不得解释为或视为创建任何合伙、合营、代理或信托关系。

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33. ELECTRONIC DATA INTERCHANGE (EDI). When pricing is sent on delivery schedule data, the price is for information only and may not be the contract price for all delivery due dates.

电子数据交换 (EDI)。 如果定价是作为交货时间表中的数据发送的，则价格仅供参考，而不能作为所有交货到期日的合同价格。