



General Terms and Conditions of Purchase

一般采购条款

1. General

概要

1.1. These General Terms and Conditions (hereafter "GTC") constitute the sole agreement applicable to HL Display's purchases and HL Display (hereafter "HL") expressly excludes the application of any general terms of sale of the Supplier as well as any document issued by it in relation to HL's order. These GTC are applicable to all HL's purchases, whether equipment, spare parts, finished goods, raw materials or any other goods or services (hereafter, whether individually or collectively, "Supplies"). 本一般采购条款(以下简称"GTC")系适用于 HL Display 的采购以及 HL Display(以下简称"HL")的唯一协议,明确地排除了任何供应商的一般销售条款以及任何与 HL 的订单有关的文件的适用。本条款适用于所有 HL 的采购,不管是设备、备件、成品、原料或其他产品或服务(无论是单独还是共同地,以下简称"物料")。

1.2. These GTC may only be modified by a written statement signed by the Purchasing Department of HL. This latter expressly excludes any provision to the contrary made by the Supplier in particular all provisions as may be set out in the Supplier's own terms and conditions of sale, unless otherwise agreed in writing. 该 GTC 仅在 HL 采购部门签署书面同意后才能修改,后者明确排除了供应商制定的与此相反的任何规定特别是供应商在其销售条款中所提出的任何条件和条款的适用,但另有书面协议除外。

1.3. All exchanges of communication between HL and the Supplier must be in writing, unless otherwise agreed in writing. Other methods of communication must first be expressly accepted in writing by HL in order to render such communication enforceable. HL 和供应商之间的所有交易沟通必须是书面形式,除非另有书面协议。其他的沟通方法必须首先获得 HL 的书面接受,以便使这种沟通能够执行。

2. **Orders and Acknowledgement of Receipt**
2.1. Unless otherwise agreed in writing by HL, all purchase orders (hereafter "Orders") made by HL must be communicated by an Order Form issued by HL's Purchasing Department. HL can only be bound by such Order Form and it expressly excludes the possibility of any contractual relationship resulting from oral dealings. The term "Orders" is to be construed in the following exhaustive manner:

Blanket orders;
Spot orders;
Any amendment to the aforementioned orders.
除非 HL 另行书面同意,所有 HL 制定的采购订单(以下简称"定单")必须是除 HL 的采购部门按定单的形式传递,HL 只受此类定单的约束,并明确排除任何口头交易导致合同关系的可能性。术语"定单"应详尽地解释为:

总定单;
分批定单;
任何上述定单的修正。
2.2. The Supplier shall acknowledge receipt of the Order within 2 (two) working days as of the date of issue of the Order Form by email or fax. Where no such acknowledgment of receipt is issued, the silence may be considered ipso facto an implicit reject of the terms of the Order. 供应商必须在定单发出后 2 (二) 个工作日内通过邮件或传真确认收到定单,如果没有发出该确认,则被视为默认拒绝该定单的条件。
2.3. By acknowledging receipt of the Order, signing the HL Order Form, performing the Order or delivering the Supplies ordered the Supplier acknowledges the present GTC without reservation and accepts their precedence over its own conditions of sale. Under no circumstances does the acquiescence of HL constitute acceptance of the Supplier's conditions of sale.

如果供应商确认收到定单,签署 HL 定单,执行定单或交付订购了的物料,那么就表明供应商已无条件承认目前的一般采购条款,并同意该条款优先于其本身的销售条款适用。在任何情况下 HL 的默许决不代表对其供应商的销售条款的接受。
2.4. Where any of HL's Clients, on behalf of whom the Order has been placed subsequently decides to cancel or reduce its order, HL reserves the right to reduce by the same amount or alternatively to cancel their own Order without any damages accruing to the Supplier. 如已经下定单的 HL 的任何客户随后决定取消或减少其定单量的,在不损害供应商利益的情况下,HL 有权减少相同数额或者选择取消自己的定单。

3. **Compliance**
3.1. All Supplies delivered must conform to all relevant requirements, notably all Directives, laws, regulations and accepted standards in force in the PRC, in particular with regard to health and safety and protection of the environment. Any instance of non-compliance must be notified by issue of a "notice of non-compliance" by the Supplier before delivery together with a request for exceptional permission to deliver. The Supplier agrees to indemnify HL against any proceedings resulting from the breach of any of the above requirements and undertakes to indemnify the same for all financial and other consequences. 所有交付的物料必须符合所有相关要求,特别是应符合在中国生效的所有指示、法律、法规以及公认的标准,尤其是健康、安全、环境保护相关的法律法规。任何不合规情况供应商必须在交货前发出"不合规通知",并附上特殊许可交货的请求。供应商同意保护 HL 使其免受由于违反上述任一要求而引起的任何诉讼,并承诺赔偿所有的经济和其他损失。

3.2. All trade standards and state of the art must be observed at each stage of the research, development or manufacture. 研究、开发或生产的每一阶段都应符合所有贸易标准和最新技术的要求。
3.3. Subject to the provisions of clause 3.2, the Supplies shall conform with all drawings and specifications, and, where any details have not been so specified the Supplies should conform with the samples initially approved by HL. No technical modification, even minor, shall be made without the prior consent of HL which shall be evidenced by a referenced Addendum to the Order issued by HL's Purchasing Department. 在遵从条款 3.2 的前提下,物料应符合其所有的图纸和规格,在尚未规定任何细节的情况下,物料应符合 HL 最初核准的样品。在未得到 HL 的事先同意时(此同意须通过 HL 采购部签发的定单的附录来表明),不得进行任何技术上的甚至是细微的修改。

3.4. Upon HL's request, the Supplier shall provide the appropriate certificate stating the country of manufacture of the Supplies. The Supplier shall indicate in its acknowledgement of the Order and in its invoice whether there are any restrictions in relation to the import/export of the Supplies, and where appropriate it should indicate any procedure that must be observed in relation to any applicable international requirements affecting the Supplies from time to time. 根据 HL 的要求,供应商须提供物料生产所在国的适当证明。供应商应在定单确认和发票上表明物料的进出口是否受到任何限制,并在适当的时候对当地标准须遵守的影响物料的任何适用的国际要求。
3.5. Upon acceptance of an Order, the supplier shall adhere to HL's Quality System, and the former agrees to abide strictly by such plan. 一旦接受订单,供应商应遵守 HL 的质量体系,供应商同意严格遵守这样的计划。
3.6. Where the Supplies are to be delivered in stages or on a serial basis, the Supplier shall adhere to HL's Production System methods and it undertakes to harmonize its management, administration and production systems with those of HL. 当物料分阶段或分期交付时,供应商应遵循 HL 的生产系统方法,并承诺将其经营、管理以及生产系统与 HL 的相协调。
3.7. All rules relating to compliance are equally applicable to any

3.8. The Supplier shall be responsible for taking the necessary measures to meet the delivery date, in terms both of delivery of the Supplies themselves as well as compliance with the necessary technical, administrative and carriage documents. The Supplier shall not be entitled to deliver the Supplies before the Due Date without the issuing Purchasing Department's prior written agreement, and will bear all costs related to any early delivery. The Supplier will indemnify HL against all costs the latter shall incur in cases of late or early delivery, such costs to include all consequential loss, in particular, any delay to HL's production or to any of HL's clients, extra costs of carriage, use of an alternative supplier etc. HL may apply penalties for late or early delivery, without need for prior service of a demand, and in accordance with the following: 供应商负责采取必要措施以满足交货期要求,包括符合交付物料本身以及必要的技术上的、管理上和运输方面的文件要求。供应商在事先没有得到采购部的书面同意情况下不得提前交付物料,否则将承担由于提前交货而产生的全部损失。供应商将向 HL 赔偿由于延迟或提前交付引起的损失,这些损失包括所有间接的损失,特别是对 HL 或 HL 客户造成的生产延误损失、额外的运输费用、选择其他的供应商的耗费等。在无需事先告知的情况下,对于提前或延迟交付,HL 可按照如下约定要求违约金:
- 4% of the value of the Supplies delivered for late or early delivery per working day subject to contrary indication.
提前或延迟交付,每一工作日交付物料价值的 4%,除非有相反的说明。

HL has the right to issue an invoice in relation to all costs not covered by the above penalties. HL 有权开出不包含上述违约金的所有费用的发票。
Furthermore, where delivery does not conform to the requirements set out, HL shall be entitled to terminate the Order pursuant to Clause 14 hereof, and thus shall have the right to purchase supplies from another supplier. Any extra cost arising from this new order shall be borne by the defaulting Supplier. As an exception to the above provisions of this Sub-clause, HL shall be entitled to proceed forthwith, without any requirement for notice, with the order and purchase of Supplies from an alternative supplier in respect of the whole Order where the delivery term for any one of the series deliveries is not respected. The Supplier shall remain liable for all extra costs. 此外,如果交付不符合要求,HL 有权根据本采购条款第 14 条终止该定单,并有权向其他供应商购买物料。因新定单产生的任何额外费用应由违约的供应商承担。作为上述条款规定的例外情形,如果整个定单的一个批次交付没有遵守,HL 有权在无须任何通知的情况下,立刻同其他的供应商签订定单并购买物料。供应商须仍应承担所有额外费用。

6. **Receipt**
6.1. Unless otherwise stipulated on the Order Form, receipt shall always be made on HL premises, on working days during normal business hours. No delivery will be accepted outside these hours. HL reserves the right to carry out or have carried out any and all inspections of the Supplies at the Supplier's premises before the delivery, as well as at HL's premises after delivery. This right to inspect shall not however limit the liability of the Supplier or reduce in any manner whatsoever the warranties attached to the Supplies as further set out hereunder. 除非定单另有规定,物料应始终在正常的工作日办公时间内由 HL 公司接收。上述工作时间外不接受任何交付。HL 有权在交付前在供应商的处所以及交付后在 HL 的处所对物料进行检查。此权利无论如何不会减轻供应商的责任,也不会以任何方式减轻以下所述的附加于物料的保证。
6.2. In particular, HL reserves the right to refuse the Supplies by issuing a simple letter, email or facsimile in the following instances: 特别强调,在下列情况下 HL 有权通过发出一个简单的信件、电子邮件或传真拒绝物料:
- non conformity of the Supplies as specified on the Order Form, 不符合定单上列明的物料,
- non compliance with the specified dates and delivery hours, 不符合指定的日期和交货时间,
- excess or shortfall of Supplies delivered. 所交付物料短溢装
- where the nature of the Supplies delivered could pose a serious risk of or lead to a faulty breach. 交付物料的性质可能带来重大风险或导致过错违约。
HL will be entitled to receive a debit note in respect of every instance of rejected Supplies. HL 将有权收到有关被拒物料的账单。
6.3. All non-conforming Supplies may be returned to the Supplier at its own risk and expense. The Supplier shall recover the rejected Supplies at its own expense within 4 days from notification of the refusal of the delivery. Failing that the return of the goods will be made to the address of the Supplier at the latter's expense and risk. HL will be entitled to receive a debit note in respect of every instance of rejected Supplies. The Supplier shall be liable for all costs incurred by HL as a result of the non-compliance of the Supplies. HL has the right to issue an invoice in relation to all costs it should incur. In addition, in the event of non-conforming delivery, HL shall be entitled to terminate the Order in accordance with Clause 14 of the present GTC and acquire supplies from an alternative supplier. Any extra costs arising from this subsequent order shall be borne by the defaulting Supplier. Furthermore, in cases of series deliveries and contrary to the provisions set out above, HL will be entitled to proceed without notice, with the order and purchase of supplies, in relation to the entire Order, from an alternate supplier where the delivery term for any one of the series deliveries is not respected. 所有不符合物料可返回给供应商,供应商自行承担风险和费用。供应商应在收到拒绝收货的通知 4 天内自费收回拒绝的物料。否则,货物将直接回供应商的地址,费用和风险由供应商承担。HL 将有权收到有关不合格物料的账单。供应商须承担 HL 公司由于不合格物料而产生的所有损失。HL 有权开具由于此损失产生的所有费用的发票。此外,如果交付货物不合格时,按照第 14 款规定,HL 应有权终止定单,并从其他供应商获取物料。任何由于新定单产生的额外费用应由违约供应商承担。而且,如果分期交付并有违反上述规定时,在任何一个交付期未被遵守的情况下,HL 将有权不经通知和其他的供应商签订定单购买物料。

7. **Warranty Liability and Insurance**
7.1. The Supplier shall be fully responsible for the design and/or the manufacture of the Supplies according to the specifications set out in the Order in line with the Supplier's field of expertise. The Supplier shall be responsible for the technical choices with respect to its Supplies, regardless of any assistance provided by HL throughout the development, notwithstanding that the Product may have been approved by HL during the initial review of samples. 供应商应根据定单所列明的物料规格在其专有技术领域内全面负责物料的设计和/或生产。不管在产品的开发过程中 HL 提供过何种协助,即使产品已经通过 HL 的样品初审,供应商仍然应该对物料的技术上的选择承担责任。
7.2. The Supplier warrants that its Supplies are free from any defects or operating defects, apparent or latent, in design, material or workmanship, and that it will indemnify HL against all direct and indirect damages arising from any such defects up to and for the duration of HL's obligations to the purchaser of its own products in which the Supplies may have been integrated. 供应商保证其所供应的物料在设计、材质、或做工方面没有任何明显的或潜在缺陷或其操作缺陷,并且向 HL 保证,在 HL 向其购买物履行义务期间内,如果由于上述缺陷使 HL 公司在利用上述物料生产 HL 自己产品时产生的任何直接或间接损失均由供应商承担。
7.3. HL expressly rejects any clause purporting to limit the Supplier's

- the Supplier shall be responsible for the maintenance and any such adjustment as may be necessary to ensure the proper functioning of the equipment or machinery; and 供应商应负责必要的维护和调试,以确保设备或机器的正常运转;
- except where express agreement to the contrary, the Supplier shall assume all risks in relation to the equipment and/or the machinery as well as all risks which flow from their use. The Supplier will insure the equipment and machinery against all damage that they may cause or that may occur to them (including theft) for an amount that is at least equal to their replacement value together with all consequential loss, in particular, any damages that they might cause to third parties. 除非另有明确的相反规定,供应商应承担与设备和/或机械有关的一切风险以及在设备使用中所产生的风险。供应商将确保对这些机械和设备可能造成的或可能遭受的损失(包括被盗),及一切间接损失,特别是可能对第三方造成的损失,投保不少于机械和设备的替换价值的金额的保险。

9. **Price Invoice and Conditions for Payment**
9.1. All invoices shall state the HL Order number on the face thereof and shall be drafted in strict accordance with the indications stated on the Order. 所有的发票须在正面写明 HL 的定单号,并严格遵守定单要求。
9.2. Unless otherwise agreed on the Order, all prices are fixed, stated "ex-VAT", cannot be revised and Supplies are "Delivered Duty Paid" DDP to HL premises (Incoterms ICC 2000). 除非定单另有规定,所有的价格都是固定的,不得调整,“不含增值税”,物料是“完税后交付”,按 DDP 术语运至 HL 的场所(Incoterms ICC2000)
9.3. All invoices shall be sent to the invoice address set out on the Order. 所有的发票须被发送到定单上所列出的发票地址。
9.4. Subject to contrary indication set out on the Order Form, all purchases by HL are payable by bill of exchange after a 60 day period shall have expired from the date of the invoice of the Supplies. 除非定单上有相反的规定,HL 的所有采购须凭汇票在供应商开出发票日起 60 天后付款。
9.5. HL reserves the right to withhold payment of the invoices to the Supplier until all sums owed by the Supplier for whatever reason have been settled and HL expressly denies the Supplier the right to apply any penalty charges for late payment. 在供应商结清因任何原因所欠的款项之前,HL 有权不予支付供应商发票所列的金额,并明确拒绝供应商对于任何延迟付款的违约金要求。
9.6. The issue of a remittance form does not imply the acceptance of the Supplies nor does it act as a receipt for the Supplies nor as a waiver of the warranty. 汇款单的签发并不意味着接受物料,也不得作为收到物料的凭证,更不意味着对供应商保证义务的豁免。

10. **Assignment of the Order - Subcontract**
10.1. The Supplier is prohibited from assigning all or any Orders in whole or in part without prior written agreement from HL. 供应商在事先未经 HL 书面同意的情况下不得整体或部分转让全部或任何一份定单。
10.2. The Orders shall not be subcontracted in whole or in part without HL's prior written approval. 在事先未经 HL 书面批准的情况下不得整体或部分包定单。
10.3. In the event that HL agrees upon the delegation to a subcontractor of the whole or part of the Order, the Supplier shall remain entirely liable vis-à-vis HL for the performance of the subcontractor and undertakes to obtain the subcontractor's agreement to the present GTC. 如果 HL 同意将定单全部或部分分包给分包商时,供应商应直接对分包商的行为负全部责任,并保证取得分包商对目前的 GTC 协议的同意书。

11. **Industrial and Intellectual Property Rights**
11.1. Subject to evidence of contrary intention, all information and documents (drawings, plans, ...) which have been given to the Supplier or which the Supplier may have produced on behalf of HL are and will remain the exclusive property of HL who, in particular, reserves the right to assign the same to a third party without any right of damages accruing to the Supplier. The Supplier undertakes to use the same exclusively in the performance of HL Orders. 除非有相反的证据,所有已经提供给供应商或者供应商为 HL 生产的信息和文件(图纸,计划,...)在现在和将来都是 HL 的专属财产,HL 保留在不损害供应商任何利益的情况下将相同的内容转让给第三方的权利。供应商承诺只有在履行 HL 定单时才使用此内容。
11.2. Where any equipment or machinery has been designed during the performance of the Orders and which gives rise to any industrial and/or intellectual property rights on behalf of the Supplier and should the Supplier fail to perform the Order, the latter will expressly authorize and grant all rights to HL to complete or to arrange for the completion of the equipment or machinery and to produce or arrange for the production of those parts which such equipment or machinery were designed to produce. The Supplier also undertakes to communicate the plans allowing the manufacture of such machinery and equipment to HL together with all other information necessary for their maintenance and use. 在履行定单期间,如果供应商为 HL 设计设备或者机器,并且产生任何工业和/或知识产权时,如果供应商未能履行合同,那么其应明确授权 HL 生产或者安排生产此设备或者机器,以及生产或安排生产该设备或者机器将被用于生产的零部件。供应商还需保证与 HL 沟通此机器或者设备生产有关的计划以及其他维护使用所必要的信息。
11.3. The Supplier will be wholly responsible for confirming the validity of any industrial or intellectual property rights in relation to the manufacture and the sale of its Supplies. Where any proceedings may be instigated by third parties which have the effect of prohibiting, limiting or modifying the commercialisation or the sale of such Supplies, the Supplier will be wholly liable for all consequences of such proceedings including, though not limited to, the payment of damages. Furthermore the Supplier shall owe compensation to HL in respect of the whole prejudice suffered as a result of the failure to perform the transaction whether in whole or in part. Such compensation will include damages and interests which HL may have been obliged to pay to its clients in order to fulfil HL's own obligations. HL reserves the right, in all instances of proceedings instigated against it, to terminate the transaction simply by issue of a registered letter with acknowledgement of receipt subject to the preservation of all rights and claims it may have in relation to the Supplier. 供应商将负责确保任何跟物料制造销售有关的工业或知识产权的有效性,如果任何第三方提起可能禁止、限制或修改物料的经营或者销售的诉讼,供应商将完全承担此诉讼产生的所有后果,包括但不限于支付损害赔偿。此外,供应商还应就未能全部或部分履行给 HL 造成的全部损害进行赔偿,此赔偿将包括 HL 因履行自身义务而应支付给其客户的损失和利息。在遇到上述诉讼的情况下,HL 有权仅发出一份附回执的挂号信来终止交易,并保留其可对供应商主张的一切权利和要求。

12. **Confidentiality**
12.1. The Supplier undertakes to treat as confidential all information supplied by HL and shall take all necessary measures to ensure that neither the Supplier, nor any of its employees, agents, suppliers, subcontractors, or other interested party whether involved on a permanent or temporary basis, shall communicate or divulge to any third party any information, in particular specifications, formulae, designs and drawings concerning

12.2. The Supplier shall be fully responsible for the design and/or the manufacture of the Supplies according to the specifications set out in the Order in line with the Supplier's field of expertise. The Supplier shall be responsible for the technical choices with respect to its Supplies, regardless of any assistance provided by HL throughout the development, notwithstanding that the Product may have been approved by HL during the initial review of samples. 供应商应根据定单所列明的物料规格在其专有技术领域内全面负责物料的设计和/或生产。不管在产品的开发过程中 HL 提供过何种协助,即使产品已经通过 HL 的样品初审,供应商仍然应该对物料的技术上的选择承担责任。
7.2. The Supplier warrants that its Supplies are free from any defects or operating defects, apparent or latent, in design, material or workmanship, and that it will indemnify HL against all direct and indirect damages arising from any such defects up to and for the duration of HL's obligations to the purchaser of its own products in which the Supplies may have been integrated. 供应商保证其所供应的物料在设计、材质、或做工方面没有任何明显的或潜在缺陷或其操作缺陷,并且向 HL 保证,在 HL 向其购买物履行义务期间内,如果由于上述缺陷使 HL 公司在利用上述物料生产 HL 自己产品时产生的任何直接或间接损失均由供应商承担。
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documents supplied by the Supplier. The Supplier will pay particular regard to the compliance of the documents in relation to the Supplies delivered by it.

有关合规性的所有法规也同样适用于供应商提供的任何文件。供应商将对与交付物料有关文件的合规性予以特别的重视。

3.8. The Supplier must set out in writing to HL any intention to change any of the Supplies, processes, or production sites with three (3) month prior written notice. HL reserves the right to immediately cancel all Orders subsequent to such notification.

供应商必须将对任何有关物料、加工过程，或者生产区域进行任何修改的意向提前 3 个月以书面形式告知 HL 公司，HL 有权立即取消该通知之后的所有订单。

3.9. HL is committed to the REACH legislation and requirements and relevant standards and requirements of the PRC. The Supplier shall be responsible to implement the appropriate organization to comply with the REACH requirements and Chinese statutory requirements to support HL with all required information related to the application of the REACH legislation and Chinese statutory requirements. This includes, but is not limited to, supply of the Safety Data Sheets and exposure scenario in the national language of the country the Supplies are used to by the Customer, compliance to the packaging and labelling REACH requirements and Chinese statutory requirements, supply of all information related to the quantity of Substances of Very High Concern (SVHC) included in the Supplies. When applicable, compliance to the REACH requirements and Chinese statutory requirements shall be clearly demonstrated as part of the Supplier's strategy and shall include the replacement of hazardous substances. In the case the Supplier is a distributor of substances under the REACH legislation, the Supplier shall comply with the REACH requirements for Distributors.

HL 致力于遵守 REACH 法规和各项要求以及中国的有关标准与要求。供应商应责成相关组织遵守 REACH 要求及中国法定要求，并负责提供 REACH 法规及中国法定要求应用时所需的信息以支持 HL 的工作，包括但不限于提供以物料使用用户所在国的语言表述的安全数据表和信息披露，并遵守 REACH 及中国法定的包装和标记要求，提供与物料所包含的高度关注物质（SVHC）数量有关的所有信息。在适当情况下，对 REACH 及中国法定要求的遵守，应清楚地表明是供应商政策的一部分，并且应包括有害物质的代替品。如供应商是 REACH 法规下物品的经销商，供应商须遵从 REACH 法规中对经销商的要求。

4. Packaging and Travel Documents

包装以及货运文件

4.1. All deliveries must be made using the packaging as specified by HL, or in absence of any further indication, in conjunction with the norms from time to time practiced in the Member States of the European Economic Area and the PRC. The Supplier shall be liable for any deterioration or damage to the Supplies which is as a result of the use of inappropriate packaging. Each individual package should bear on the outside and in a clear and legible manner all details as required by the regulations of the Member States of the European Economic Area and the PRC from time to time as well as all necessary guidelines in relation to requirements for storage of the Supplies.

所有交付的货物必须使用 HL 指定的包装，或在没有任何进一步的说明时，应随时符合欧洲经济区成员国和中国的适用标准。供应商须对任何由于使用不恰当的包装而引起的物料变质或损坏负责。每个独立的包装外表都应通过一个明确清晰易懂的方式写上欧洲经济区成员国和中国法规里不时要求的所有细节，以及与物料储存要求有关的所有必需的准则。

4.2. Except otherwise stated in the Order, the Supplies shall be delivered on pallets for easily moving. If there is something special, the Supplier shall inform HL Purchasing Department in advance and it must be confirmed by HL Purchasing Department.

除定单另有规定，物料须通过托盘交付，以便于装卸。如果有特殊要求，必须提前通知 HL 公司采购部并且得到 HL 采购部的同意。

4.3. The Supplier shall attach a Delivery Note (DN) to the shipment bearing the number and nature of the packaging as well as all other details featuring on the Order Form permitting the identification of the Supplies and verification of the quantity supplied. The DN shall clearly states HL order number, HL article number and HL project number when applicable. For partial deliveries, any quantities previously delivered in respect of this order shall be reproduced on the DN. The Supplier shall apply only one reference per parcel.

供应商在装运时应附上送货单（DN），写明包装件数和包装性质，以及其他所有在定单上特别需要显示的细节，以便识别物料和验证物料的数量。送货单应明确显示 HL 定单号码、HL 的货号以及项目号码（如适用）。对于分批交付的订单，此订单上任何之前交付的数量均须写在这送货单上。每个包裹供供应商只能用一参考号。

5. Delivery Term

交货期限

Time is of the essence of the Order. The delivery term shall be either indicated on the Order Form or specified by the Logistics Department of the HL premises where the delivery is to be made. The date of delivery set out in the Order or the delivery schedules is the date that the Supplies should be delivered to HL's premises.

期限是定单中是非常重要的内容。交货期限应显示在定单上或者由交货目的地的 HL 公司的物流部门指定。订单中规定的交货期或者交货计划是指物料交付到 HL 公司的日期。

responsibility that such Supplier may attempt to enforce against it. HL 明确反对任何旨在限制供应商责任的条款，供应商可能会试图用这些条款来限制责任。

7.4. At the end of the above-mentioned contractual warranty period, the Supplier shall remain liable for all consequences, either direct or indirect, arising from latent defects which may affect the Supplies. All clauses which seek to reduce the effect of the legal warranty are void. If HL or any of its customers decides to recall the Supplies or a product incorporating the Supplies due in whole or in part, to the fault of the Supplier or the Supplies, the Supplier shall be liable to HL for all damages suffered by HL relative to their liability for such recall.

在上述合同保证期限结束时，供应商仍应对物料由于潜在的瑕疵而产生的直接或间接的后果承担责任。所有用来减少法律保证的条款都是无效的。如果 HL 或它的任何一个客户因为供应商的过失或者物料的瑕疵原因决定全部或者部分退回缺陷物料或含此物料的产品时，供应商须对 HL 由此产生的一切损失负责。

7.5. The Supplier shall take out an insurance policy covering its civil liability and undertakes to provide evidence of such insurance and the payment of the related premiums upon first request by HL.

在 HL 初次要求时供应商应拿出涵盖其民事赔偿责任的保险单，并保证提供上述保险的证明和相关保险费的支付凭证。

8 Transfer of Risk and Title

风险及所有权转移

8.1. Regardless of the method of carriage, transfer of all risk concerning the Supplies and including risk of liability resulting from delivery of the Supplies shall not be transferred until final receipt at the location indicated on the Order Form.

不论采用何种方法运输，涉及物料的一切风险和由于物料交付而产生的风险责任只有物料在定单上标明的地点被最终接受时才被转移。

8.2. HL is the owner of the Supplies ordered from the moment of their separation from all other goods on the Supplier's premises who undertakes to protect the interests of HL at all times thereafter.

自从物料在供应商的处所与其他物品分开的那一刻起，HL 就是物料的所有权人，供应商承诺随后应时刻保护 HL 的利益。

8.3. HL rejects all clauses purporting to grant a retention of title either directly or indirectly over the Supplies by which the transfer of title would only be effective on payment of the whole price. The Supplier hereby agrees to waive all rights which it may have intended to rely on in relation to such retention of title clause.

关于货物的所有权只有在付清货物全款时才能转移的这些旨在直接或者间接的保留货物所有权的条款，HL 予以拒绝。供应商也因此同意放弃它可能已经打算依据该条款来保留货物所有权的权利。

8.4. In cases of deferred payment where raw materials or unfinished goods are to be provided by the Supplier, the same will become, without further formality, the property of HL upon payment of the related instalment. Whilst the Supplies are under its control, the Supplier undertakes to separate out the said raw materials or unfinished goods and to make every effort to distinguish the Supplies, in particular, by labelling them with the name "HL".

如果供应商所提供的原料或者半成品是在分期付款的条件下，那么只要 HL 付清当期款项，无需其他正式手续，这些物料就成为 HL 的财产。当物料处于供应商控制时，供应商承诺将上述原料或者半成品与自己的物品分开，并贴上写有 HL 名称的标签，尽量将其区分开来。

8.5. In case of equipment or machinery manufactured by the Supplier on behalf of HL, such equipment, as well as all intellectual and industrial property rights relating thereto, will become the property of HL as and when they are manufactured and cannot be subject to any retention by the Supplier, purported or otherwise, nor of any seizure by a creditor of the Supplier. The Supplier undertakes to make every effort to identify such equipment or machinery, whilst these should remain in its possession, in particular by affixing an appropriate metallic tag or "cold-roll" marking bearing the following: "Goods the property of HL Display".

如果设备或机器是由供应商为 HL 公司而制造的，那么此类设备，以及与此相关的所有知识产权和工业产权，在设备制造完毕的时候即归 HL 所有，而不受供应商持有、声称持有或其他原因的留置，也不受制于供应商债权人的任何查封扣押。供应商承诺，当这些设备或机械由其占有时，将尽一切努力区分该部分设备或机械，特别是通过贴上写有如下内容的适当的金属标签或“冷轧”标牌：“货物归 HL Display 所有”。

8.6. Where HL has entrusted any equipment or machinery to the Supplier to enable them to carry out the Order:

凡 HL 将任何设备或机械委托给供应商，以使他们能够履行定单时：

- the equipment or machinery are and will remain the exclusive property of HL who may at any time seek their return;

该设备或机械依然是为 HL 独家所有，HL 可以随时将他们取回；

- the equipment or machinery may only be used exclusively for the performance of HL's own Orders;

该设备或机械只可专门用于履行 HL 的定单；

HL's Orders. This requirement of confidentiality shall be maintained for a period of five (5) years from the date of completion of the performance of the Order. Immediately upon completion of the Order and upon HL's request, the Supplier undertakes to return to HL, or alternatively to destroy as instructed, all documents, confidential or otherwise, relating thereto. The Supplier is prohibited from making public any details in relation to its business dealings with HL except where the latter has given its prior written authorization.

供应商承诺将 HL 提供的所有信息保密，并采取一切必要措施确保无论是供应商还是其任何雇员、代理商、供应商、分包商或其他存在临时或者永久利害关系的当事人，都不会向第三方泄露任何有关 HL 定单的信息，尤其是不得泄露有关规格、方案、设计和图纸的信息。此保密要求应自履行完毕定单之日起再执行 5 年。定单履行完毕后，一旦 HL 提出要求，供应商承诺返回或者按指示销毁所有与此有关的机密或非机密文件。未事先得到 HL 的书面授权，供应商不得将与 HL 业务往来的任何细节公开于众。

13 - Personnel

人员

In relation to the performance of the Orders, the Supplier will remain fully responsible in all circumstances for the control and discipline of its personnel in relation to whom it will also provide social administrative and accounting services even where such supply of services is performed on HL's premises. This personnel will provide an updated report of the progress of the works undertaken and the performances of the services to a sole representative appointed by the Suppliers. All such employees shall remain at all times employees of the Supplier.

在履行定单时，在任何条件下供应商都应全面负责管理和培训其负责公共行政和会计服务的人员，即使此服务在 HL 公司进行。这些人员应及时提供最新的工作进展和服务履行情况的报告给供应商指定的唯一代表，并且这些人员必须一直是供应商的雇员。

14. Termination

终止

In the event of failure by the Supplier to perform any of its contractual obligations whatsoever, the Order shall automatically be cancelled as of right at the discretion of HL without any further formality and without prejudice to its rights to claim damages, where HL has served notice for performance by registered post with acknowledgement of receipt and where after eight (8) days of service thereof the Supplier has failed to rectify the situation in whole or in part.

一旦供应商出于某种原因未能履行任何合同义务，如果在 HL 发出的附回执的挂号信送达后 8（8）天后，供应商未能全部或者部分整改，那么 HL 公司有权不经任何形式而立即自动取消此订单，并且保留索赔的权利。

15. Applicable Law and Jurisdiction

法律适用及管辖

PR.C law shall be exclusively applicable to the interpretation and performance of these GTC. It is expressly agreed that the China International Economic and Trade Arbitration Commission (CIETAC) should have exclusive jurisdiction in relation to all disputes concerning the existence, interpretation and/or performance of the Orders notwithstanding any contrary provisions relied on by the Supplier. Where there is any dispute between the English and other language versions of these GTC, the English language version shall prevail. The arbitration procedure will take place in Shanghai, China.

对此 GTC 条款的解释及履行唯一适用中国法律。对于在合同的存在、解释和/或履行过程中所产生的争端，不管供应商有无相反规定，中国国际经济贸易仲裁委员会(CIETAC)都具有专属管辖权。如果英文版本的 GTC 条款与其他语言表示的 GTC 条款冲突时，那么应以英文版本的为准。仲裁程序将在中国上海进行。

16. Void Terms

无效条款

All provisions set out herein are independently enforceable. In the event that one of the provisions contained in these GTC should be declared void, all other provisions shall remain fully effective and enforceable.

在此列明的所有条款均可独立执行。此 GTC 条款中的一条被宣告无效，其他所有条款依然有效并可执行。

17. Applicability

适用

The present GTC will apply prospectively as of January 01, 2009.

此 GTC 条款将从 2009 年 1 月 1 日开始适用。