

## 取引条件

**1. AGREEMENT**

- 1.1. **Parties.** The terms and conditions set forth below, together with those appearing in this purchase order and any attachments hereto, including a Statement of Work (collectively, "Order"), constitute an agreement between AGILENT TECHNOLOGIES, INC., or any other AGILENT entity identified on the face of this purchase order, including any and all applicable subsidiaries ("AGILENT"), and the party identified in the "Issued To" box on the face of this purchase order ("Seller").
- 1.2. **Precedence.** In the event of a conflict between this Order and any other written agreement between the parties and specifically covering the same goods or services, the terms and conditions of such agreement shall prevail to the extent of such conflict. A conflict between the terms set forth herein and those set forth in an SOW will be resolved in favor of the SOW. Notwithstanding the above, this Order shall prevail over any differing or additional terms and conditions proposed by Seller, including, without limitation, those contained in any invoice.
- 1.3. **No Modification.** No modification of this Order shall be binding unless in writing and signed by an authorized representative of each party.

**2. PRICES AND PAYMENT**

- 2.1. **Price.** Seller shall sell to AGILENT the goods ("Goods") or services ("Services") shown in this Order at the prices specified. Any forecasts provided by AGILENT were provided as an accommodation to Seller, and shall not constitute a commitment of any type by AGILENT. Except as otherwise provided in this Order, prices are Exclusive of applicable freight charges and duties.
- 2.2. **Taxes.** AGILENT shall be responsible for any applicable sales taxes, provided Seller has submitted appropriate information or documentation to allow AGILENT to recover such taxes as appropriate. AGILENT shall include such taxes with the payment or provide Seller with the appropriate information or documentation to support exemption from such taxes. AGILENT shall have no other or further liability to Seller with respect to any tax, duty, levy or like imposition for which Seller may be liable as a result of the supply of the Goods or Services.
- 2.3. **Payment.** Excluding the case where indicated otherwise on the face of this purchase order, payment will be due by the end of the month after the month that Agilent receives from Seller the relevant Goods or Services. AGILENT may deduct from such payment any money that the Seller owes to AGILENT.
- 2.4. **Not Acceptance.** Payment by AGILENT shall neither constitute acceptance of the Goods or Services, nor impair AGILENT's right to inspect such Goods or Services or invoke any available remedies.

**3. SHIPMENT AND DELIVERY**

- 3.1. **Shipment Terms.** Seller shall ship Goods in the method identified by AGILENT to permit Seller to meet the delivery date(s) identified by AGILENT on the face of this purchase order ("Delivery Date"). If Seller ships by any other method, Seller shall pay any resulting increase in the cost of freight. Except as specified below, shipments of Goods shall be FCA (as that term is defined in the Incoterms 2010 handbook) Seller's place of shipment/export, and title and risk of loss or damage shall pass from Seller to AGILENT upon Seller's delivery of the Goods to the designated carrier at the place of shipment/export. If AGILENT agrees to pay for applicable freight charges and duties as part of the purchase price, shipment shall be DDP, and title and risk of loss or damage shall pass from Seller to AGILENT upon Seller's delivery of the Goods to the "Ship To" address identified by AGILENT on the face of this purchase order.
- 3.2. **Costs.** Except as otherwise provided in this Order, Seller shall bear all shipping and transport expenses. Seller shall bear all expenses related to handling, packing, packaging, loading and delivery of Goods to the designated carrier, and loading of Goods onto carrier's conveyance.
- 3.3. **Packaging.** Seller shall handle, pack and package the Goods so as to protect the Goods from loss or damage, in conformance with good commercial practice, AGILENT specifications, government regulations (including those applicable to chemicals and hazardous materials) and other applicable requirements. Without limiting the generality of the foregoing sentence, Seller shall use packaging materials, including pallets, that are free of pests and comply with all applicable regulations regarding Solid Wood Packing Materials; Seller shall use recycled or reusable packaging materials and minimize the number of different types of packaging materials whenever possible; and Seller shall comply with all applicable requirements regarding packaging recycling, re-use and return, and furnish to AGILENT, upon request, information or documentation of Seller's compliance. Seller shall be responsible for any loss or damage due to its failure to handle, pack and package the Goods in a proper and lawful manner; AGILENT shall not be required to assert any claims for such loss or damage against the carrier involved. In each shipment, Seller shall include a packing list that contains the following: (a) this Order number; (b) the AGILENT part number; (c) the

- quantity shipped; and (d) the requested delivery date. The information on the packing list must agree with the information on Seller's invoice.
- 3.4. **Prospective Failure.** Failure to meet the Delivery Date specified on the face of this Order shall constitute a breach of this Order. Seller shall give AGILENT notice of any prospective failure to ship Goods or provide Services in time to meet the Delivery Date. If only a portion of Goods is available for shipment to meet the Delivery Date, Seller shall ship the available Goods unless directed by AGILENT to reschedule shipment. If only a portion of the Services can be performed on the Delivery Date, Seller shall perform such Services unless directed by AGILENT to reschedule performance. Partial deliveries shall be deemed late shipments and be considered complete only when all Goods and Services have been shipped. Notwithstanding the above, upon Seller's notice of any prospective failure to ship Goods or provide Services in time to meet the Delivery Date, AGILENT reserves the right to terminate the Order and any subsequent Orders without any charge or liability.
- 3.5. **Late Shipment.** If, due to Seller's failure to ship Goods in a timely manner, the identified method of transportation would not permit Seller to meet the Delivery Date, Seller shall ship the Goods by air transportation or other means acceptable to AGILENT, and shall pay for any resulting increase in the cost of freight.
- 3.6. **Early Shipment.** If AGILENT receives any shipment more than three working days prior to the Delivery Date, AGILENT may either return the Goods or delay processing the corresponding invoice until the Delivery Date.
- 3.7. **Non-Complying Goods.** Seller shall be responsible for all risk and expenses, including transportation charges, associated with (a) the return of all Non-Complying Goods (as defined in section 6.1 below), over shipments, and early shipments returned by AGILENT to Seller; and (b) the shipment to AGILENT by Seller of all repaired, replacement and reworked Goods.

**4. CHANGES**

- 4.1. **Change or Cancellation.** AGILENT may, without any charge or liability, change or cancel any portion of this Order, provided AGILENT gives Seller notice (a) for customized Goods or Services (i.e., supplied exclusively in accordance with AGILENT's designs or specifications), at least thirty (30) calendar days prior to the Delivery Date; and (b) for all other Goods or Services at any time prior to shipment.
- 4.2. **Actual Costs.** If AGILENT changes or cancels any portion of this Order after the time periods set forth above, AGILENT shall be responsible for any resulting costs incurred by Seller that cannot be avoided by commercially reasonable mitigation efforts.
- 4.3. **Design or Specification Changes.** AGILENT may, without any charge or liability, change, effective upon notice to Seller, AGILENT's designs or specifications at any time prior to shipment of corresponding Goods or receipt of corresponding Services. If any such change directly affects the prices or delivery schedules of Goods or Services, an equitable adjustment may be made, provided that Seller makes a written claim for an adjustment within 30 days of AGILENT's notice and prior to shipment of the Goods or provision of the Services, and provided that such equitable adjustment is documented in writing signed by authorized representatives of both parties. If, after reasonable and good-faith efforts, the parties are unable to agree upon the amount of the adjustment, AGILENT may terminate, without any charge or liability, this Order as to all Goods and Services affected.
- 4.4. **No Process or Design Changes.** Seller shall not, without the prior written consent of AGILENT, make any process or design changes affecting the Goods.

**5. QUALITY AND WARRANTY**

- 5.1. **Quality Control.** Seller shall maintain an objective quality program for all Goods and Services in accordance with (a) the latest revision of AGILENT's Supplier Quality Systems Requirements DWG A-5951-1665-1; and (b) any general specification set forth in this Order or otherwise supplied by AGILENT. Seller shall furnish to AGILENT, upon request, a copy of Seller's quality program and supporting test documentation.
- 5.2. **Conformance Defects and Liens.** Seller warrants that all Goods and Services shall (a) conform strictly to the specifications, design criteria, descriptions, drawings, samples and other requirements described or referenced in this Order or provided by Seller; (b) be free from defects in design, materials and workmanship; and (c) be free of all liens, encumbrances and other claims against title.
- 5.3. **Non-Infringement Warranty.** Seller warrants that all Goods and Services do not and shall not infringe any patent, trademark, copyright, trade secret or other intellectual property right of a third party.
- 5.4. **General Warranties.** Seller warrants that (a) Goods are new and do not contain any used or reconditioned parts or materials, unless otherwise

specified or approved by AGILENT; (b) Goods are manufactured by or for the original manufacturer and do not contain any counterfeit materials. (c) Goods and results of the Services do not use or incorporate any freeware, shareware or open source software, unless otherwise specified or approved by AGILENT; and (d) all Services shall be performed in a professional manner.

- 5.5. **Duration of Warranties.** Seller's warranties of conformance, defects and liens shall be in effect for the longer of either (i) Seller's normal warranty period, or (ii) one year following the date of acceptance of the Goods or Services by AGILENT. All other warranties provided by Seller under this Order shall be in effect perpetually.

**6. NONCOMPLYING GOODS AND SERVICES**

- 6.1. **AGILENT's Options.** In addition to the remedies specified in Section 10 below, if any Goods or Service is defective or otherwise not in conformity with the requirements of this Order ("Non-Complying Goods" and "Non-Complying Services", respectively), AGILENT may either (a) return the Non-Complying Goods for repair, replacement or reworking at Seller's expense; (b) repair the Non-Complying Goods itself and recover its reasonable expenses of repair from Seller; or (c) require Seller to re-perform the Services at Seller's expense.
- 6.2. **Time for Compliance.** If AGILENT returns the Non-Complying Goods, Seller shall return the repaired, replacement or reworked Non-Complying Goods no later than five working days after receipt of the Non-Complying Goods from AGILENT. If AGILENT requires Seller to re-perform the Non-Complying Services, Seller shall re-perform the Services within five working days after notice from AGILENT that Services are defective or not in conformity with the requirements of this Order. The cure period specified in Section 10.1 below shall apply only once to any breach of this section 6.
- 6.3. **Failure to Provide Complying Goods.** If Seller fails to return repaired, replacement or reworked Goods to AGILENT within five working days of receipt of Non-Complying Goods, AGILENT may reject the Non-Complying Goods, and Seller shall reimburse AGILENT all associated costs paid by AGILENT. If AGILENT rejects the Non-Complying Goods, AGILENT may terminate this Order and procure, upon such terms and in such manner as AGILENT deems appropriate, replacement goods. Seller shall reimburse AGILENT upon demand for all additional costs incurred by AGILENT in purchasing any such replacement goods.
- 6.4. **Failure to Re-Perform Services.** If Seller fails to satisfactorily re-perform the Services within five working days after notice from AGILENT, AGILENT may terminate this Order and procure, upon such terms and in such manner as AGILENT deems appropriate, replacement services. Seller shall reimburse AGILENT upon demand for all associated costs paid by AGILENT for the Services, as is equitable under the circumstances, and for all additional costs incurred by AGILENT in purchasing any such replacement services.
- 6.5. **End-of-Life Returns.** Where lawfully required, Seller shall accept from AGILENT, without any charge or liability to AGILENT, any material included in the Goods or their packaging by return freight prepaid by AGILENT.

**7. LICENSE**

- 7.1. **License Grant.** If Goods include software, Seller grants to AGILENT a non-exclusive, royalty-free, worldwide license to use, import, reproduce, and distribute the software in object code form for internal use directly or as integrated into AGILENT products. Seller also grants to AGILENT a non-exclusive, royalty-free, worldwide license to use, import, distribute and offer for sale any copies of the software purchased that remain in the original shrink-wrapped packaging. If Goods include documentation, Seller grants to AGILENT a non-exclusive, royalty-free, worldwide license to use, reproduce, distribute and prepare derivative works in AGILENT's name all documentation furnished by Seller. AGILENT may reproduce such documentation without Seller's logo or other identification of source, subject to affixing copyright notices to all copies of documentation, and Seller hereby waives and shall cause to be waived all applicable moral rights with respect to such documentation. These rights with respect to software and documentation shall extend to (a) third parties to use and reproduce the Goods for AGILENT's internal use; and (b) third-party channels of distribution.

**8. INDEMNIFICATION, INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION****8.1 Intellectual Property in Results of Services**

- 8.1.1 "Intellectual Property" or "IP" shall mean all inventions, patents (including without limitation applications divisions, reissues, reexaminations, terms extensions, continuations, and any foreign counterparts), works of authorship, copyrights (including without limitation registrations, applications and derivatives), trademarks (including without limitation service marks, trade dress, and other marks identifying a party or its products), designs,

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- processes, mask works, trade secrets, domain names, proprietary technical information and other similar proprietary information tangible and intangible, whether or not registered or registrable.
- 8.1.2 "Pre-existing IP" means IP conceived or developed prior to or independent of performance of this Order. Seller will retain full right, title and interest in and to any Pre-existing IP. Seller will not use any Pre-existing IP in connection with this Order without first obtaining from the owner any rights necessary to enable Seller to fully comply with the terms of this Order.
- 8.1.3 Seller hereby agrees to and does irrevocably assign and transfer to Agilent all of its worldwide IP in and to all results of the Services. At Agilent's sole expense, Seller shall execute any documents and take all additional steps as reasonably requested by Agilent to perfect, record, and register such assignment.
- 8.1.4 Seller hereby grants to Agilent a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, transferable license with right to sublicense any Pre-existing IP to the extent necessary for Agilent's full enjoyment and commercial exploitation of the results of the Services as reasonably contemplated by the Order.
- 8.1.5 Indemnification. Seller agrees to defend, indemnify and hold harmless AGILENT and its affiliates, subsidiaries, assigns, subcontractors and customers from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses (including attorneys' fees), obligations, causes of action, suits or injuries of any kind or nature arising from, in connection with or related in any way to any breach or alleged breach of any of the warranties made by Seller or any act or omission of Seller in the performance of this Order.
- 8.2. **Infringing Goods And Services.** Without limiting the above remedy, if AGILENT's use of any Goods or receipt of any Service is enjoined because of any actual or claimed infringement of patent, trademark, copyright, trade secret or other intellectual property right of a third party (collectively, "Infringing Product"), Seller shall at its expense use its best efforts to procure the right for AGILENT to continue using or receiving the Infringing Product. If Seller is unable to do so, Seller shall at its expense (a) replace the Infringing Product with non-infringing goods or service (as applicable) without loss of functionality; (b) modify the Infringing Product to be non-infringing; or (c) if unable to replace or modify the Infringing Product, refund in full all costs paid by AGILENT for the Infringing Product and reimburse AGILENT upon demand for all additional costs incurred by AGILENT in purchasing any replacement goods or services.
- 8.3. **Removal of AGILENT's Trademarks.** Unless otherwise specified or approved by AGILENT, Seller shall remove AGILENT's name and any of AGILENT's trademarks, trade names, insignia, part numbers, symbols or decorative designs from all Goods rejected or returned by AGILENT or not sold or shipped to AGILENT.
- 8.4. **Confidential Information.** Except as required to supply Goods or Services pursuant to this Order or as otherwise instructed by AGILENT, Seller shall not use or disclose any confidential information of AGILENT. Confidential information includes, without limitation, all information designated by AGILENT as confidential; all information or data concerning AGILENT's Goods (including the discovery, invention, research, improvement, development, manufacture or sale thereof) or general business operations (including costs, forecasts, profits, pricing methods and processes); information obtained through access to any AGILENT information assets systems ("IAS"), including but not limited to, computers, networks and voice mail; and any other information that is of such a nature that a reasonable person would believe it to be confidential.
- 8.5. **Limited IAS Access.** Seller's access to AGILENT's IAS is limited to those specific IAS, time periods and personnel authorized by AGILENT, and is subject to AGILENT information protection policies. Any other access is expressly prohibited. Seller warrants that it shall comply with these obligations and that access granted hereunder shall not impair the integrity and availability of AGILENT's IAS. AGILENT may audit Seller to verify compliance. Seller warrants that each employee, agent or subcontractor who performs work pursuant to this Order has been informed of the obligations contained herein and has agreed to be bound by them.
- 9. LEGAL COMPLIANCE**
- 9.1. **General Compliance.** Seller shall comply with all applicable laws, rules, and regulations. Without limiting the generality of the foregoing sentence, Seller warrants the following:
- 9.1.1. **Environmental Compliance.** All Goods and their packaging shall comply with all applicable environmental, health and safety (EHS) laws, rules and regulations, including The General Specification for the Environment (GSE) DWG A-5951-1745-1.
- 9.1.2. **Chemical Substances.** Each chemical substance contained in Goods is on the inventory of chemical substances compiled and published by the U.S. Environmental Protection Agency pursuant to the Toxic Substances Control Act; and all required Material Safety Data Sheets, Chemical Safety Data Sheet and other product-content information shall be provided to AGILENT prior to or with the shipment of the Goods and shall be complete and accurate. Seller shall provide product material chemical composition data upon request to verify compliance with applicable product chemical content restrictions.
- 9.1.3. **Substance Classification.** No Goods nor any component of any Goods contains any "Class I substance" or "Class II substance" as those terms are defined by U.S. law at 42 U.S.C. Section 7671, as now in existence or hereafter amended; or has been manufactured with a process that uses any Class I substance or Class II substance within the meaning of U.S. law at 42 U.S.C. Section 7671j (d) (2), as now in existence or hereafter amended.
- 9.1.4. **Invoice Certification.** As a condition precedent to payment thereof, Seller shall, upon request, certify each invoice as follows: "We certify that contract deliverables listed hereon were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the U.S. Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. We further certify that any and all additional contract deliverables shall be produced in compliance with the same requirements."
- 9.1.5. **Procurement Regulations.** If the Goods and Services are to be sold by AGILENT under a contract or subcontract with the U.S. government, all applicable procurement regulations required by U.S. law or regulation to be inserted in contracts or subcontracts apply to this Order.
- 9.1.6. **C-TPAT.** In connection with providing Goods and Services to AGILENT, Seller shall comply with Customs-Trade Partnership Against Terrorism (C-TPAT) or equivalent supply chain security measures. When requested by AGILENT, Seller shall demonstrate compliance by providing certification thereof to AGILENT.
- 9.1.7. **ESR.** Supplier shall comply with AGILENT's Supplier Environmental and Social Responsibility (ESR) Code of Conduct (available at [http://www.agilent.com/environment/Supplier\\_ESR\\_Code\\_of\\_Conduct.pdf](http://www.agilent.com/environment/Supplier_ESR_Code_of_Conduct.pdf))
- 9.2. **Other Requirements.** AGILENT will have the right, upon reasonable request, to review Seller's processes, books, records, and accounting practices, and compliance with AGILENT's Supplier Environmental and Social Responsibility (ESR) Code of Conduct for any transactions related to this Order until five (5) years after delivery of the Goods and/or Services. Seller will maintain complete records including but not limited to the costs of all materials and services purchased, work subcontracted to other parties and all payroll costs. All records will be maintained in accordance with GAAP or like accounting rules in other jurisdictions and in such manner as may be readily audited. A failure to provide such records upon AGILENT'S request shall be deemed a material breach of this Order.
- 10. BREACH**
- 10.1. **Breach by Seller.** If Seller breaches any provision of this Order, AGILENT may terminate the whole or any part of this Order, unless Seller cures the breach within ten (10) working days after receipt of AGILENT's notice of breach.
- 10.2. **Definition of Breach.** For purposes of section 10.1 above, the term "breach" shall, without limitation, include (a) any proceeding, whether voluntary or involuntary, in bankruptcy or insolvency by or against Seller; (b) the appointment, with or without Seller's consent, of a receiver or an assignee for the benefit of creditors; (c) Seller's failure to provide AGILENT, upon request, with reasonable assurances of performance; or (d) any other failure by Seller to comply with this Order.
- 10.3. **Termination.** In the event that AGILENT terminates this Order in whole or in part as provided above, AGILENT may procure, upon such terms and in such manner as AGILENT deems appropriate, replacement goods or services, and Seller shall reimburse AGILENT upon demand for all additional costs incurred by AGILENT in purchasing such replacement goods or services.
- 10.4. **Rights and Remedies.** The rights and remedies granted to AGILENT pursuant to this Order are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.
- 11. IMPORT/EXPORT REQUIREMENTS**
- 11.1. **General Compliance.** Seller shall comply with all applicable import and export requirements, and shall furnish to AGILENT, upon request, information or documentation of Seller's compliance, as well as any other information or documentation required to enable AGILENT to comply with such requirements applicable to its receipt of any Goods. Without limiting the generality of the foregoing sentence, Seller warrants the following:
- 11.1.1. **Certification.** Upon AGILENT's request, Seller shall provide AGILENT with an appropriate certification stating the country of origin for Goods, sufficient to satisfy the requirements of (a) the customs authorities of the country of receipt; and (b) any applicable export licensing regulations, including those of the United States.
- 11.1.2. **Required Marking.** All Goods shall be marked (or the container shall be marked if there is no room on the Goods themselves or unless exempted from marking) with the country of origin.
- 11.1.3. **Commercial Invoice.** Seller shall issue a commercial invoice containing, without limitation, the following information: invoice number, invoice date, name and address of the shipper, name and address of the seller (if different from the shipper), name and address of the consignee, name and address of the buyer (if different from the consignee), a detailed description of the Goods, model number, AGILENT part-numbers, serial number of Goods (if goods are serialized), AGILENT-assigned Harmonized Tariff Schedule (HTS) number for the destination country, order number, box number, total number of boxes, total box weight (in kilograms), country of origin, quantities in the weight and measure of the country to which the Goods are shipped, unit price of each Good, value of any customs assists, total invoice value, currency of the invoice, invoice type, Incoterms 2010 term of sale, carrier name and bill of lading number. The invoice must be issued in the language required by the country to which the Goods are shipped.
- 11.2. **Importer of Record.** If any Goods are imported, Seller shall when possible allow AGILENT to be the importer of record, unless otherwise specified or approved by AGILENT. If AGILENT is not the importer of record and Seller obtains duty drawback rights to the Goods, Seller shall furnish to AGILENT, upon request, information and documentation required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to AGILENT.
- 12. MISCELLANEOUS**
- 12.1. **No Assignment.** Seller shall not assign its rights or obligations without AGILENT's prior written consent. Any attempted delegation or assignment shall be void.
- 12.2. **Waiver.** The waiver of any term or condition of this Order must be in writing. No such waiver shall be construed as a waiver of any other term or condition, nor as a waiver of any subsequent breach of the same term or condition.
- 12.3. **Choice of Law.** Without reference to any conflict of laws provisions, this Order shall be interpreted and governed by the laws of the state or locality of the "Ship To" address identified by AGILENT on the face of this purchase order. Seller hereby consents to the jurisdiction and venue of the courts of such state or locality.
- 12.4. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNLESS EXPRESSLY PROVIDED OTHERWISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, SELLER SHALL BE RESPONSIBLE FOR ANY DAMAGES OF ANY KIND UNDER SECTIONS 8 AND 9 ABOVE AND FOR CLAIMS OF BODILY INJURY OR DEATH.
- 12.5. **Non-Restrictive Relationship.** Nothing in this Order shall be construed to preclude AGILENT from producing, distributing or marketing the same or similar goods or services as the Goods or Services provided under this Order or purchasing such same or similar goods or services from other third parties.
- 12.6. **Severability.** If a body of competent jurisdiction holds any term or provision of this Order to be invalid or unenforceable, such term or provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Order will remain in full force and effect.
- 12.7. **Insurance.** When providing Services to Agilent, Seller will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect AGILENT in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders. Seller further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Seller in the jurisdiction or jurisdictions in which Seller's operations take place



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の本製品から、当社の名称及びあらゆる当社の商標、商用品、記章、部品番号、シンボル又は装飾的意匠を除去する。

8.4 本注文書又は他の方法による当社の指示に基づき本製品又は本サービスの供給が要求される場合を除き、本売主は、当社のいかなる秘密情報も使用又は開示してはならない。秘密情報には、当社により秘密と指定された全ての情報、一般的事業活動（費用、予測、利益、価格設定方法及び工程を含む）に関する全ての情報、及び常識的に秘密として扱われべき性質を帯びた他のあらゆる情報が含まれるが、これに限定されない。

## 9. 法律遵守

- 9.1 本売主は、適用される全ての法律、規則及び規定を遵守する。かかる一般原則を制限することなく、本売主は以下のことを保証する。
- 環境に関する遵守 - 全ての本製品及びその包装は、環境に関する一般仕様書（The General Specification for the Environment (GSE) DWG A-5951-1745-1. ）。なお、<http://www.agilent.com/environment/GSE.pdf> を参照）を含む。環境、衛生及び安全（EHS）に関する全ての適用法規を遵守する。
  - 化学物質 - 全ての本製品は政府規制又は貨物規制、及び化学物質に適用される要件に従って出荷される。
  - 物質の分類 - 本製品又は本製品のあらゆる構成要素は全て、現行又は今後補正される合衆国法典第 42 編第 7671 条の米国法によって定義されている用語による「分類Ⅰ物質」又は「分類Ⅱ物質」を一切含有しておらず、又、現行又は今後補正される合衆国法典第 42 編第 7671 j (d) (2) 条の米国法の趣旨における分類Ⅰ物質又は分類Ⅱ物質のいずれかを使用する工程によって製造されたものではない。
  - 調達規則 - 米国政府との契約又は下請契約に基づいて当社が本製品及び本サービスを販売する場合、契約又は下請契約に挿入される米国の法律又は規則によって義務づけられる全ての適用調達規則が、本注文書に適用される。
  - C-TPAT - 本製品及び本サービスの提供に関連し、本売主は、Customer-Trade Partnership Against Terrorism (C-TPAT) に適合し、又はそれと同等のサプライチェーン・セキュリティ対策を講じる。
  - ESR - 本売主は、当社が制定した Supplier Environmental and Social Responsibility (ESR) Code of Conduct を遵守する。  
([http://www.agilent.com/environment/Supplier\\_ESR\\_Code\\_of\\_Conduct.pdf](http://www.agilent.com/environment/Supplier_ESR_Code_of_Conduct.pdf) を参照)

9.2 その他の要件。当社は、合理的な要求をする限りにおいて、本注文書に関連のある一切の取引につき、本製品及び本サービスの提供から 5 年間は、本売主の製造工程、帳簿、記録、会計業務及び当社の定める行動規範（前 9.1 項 f に記載する Supplier ESR Code of Conduct を指す）への準拠をレビューする権利を有します。本売主は購入した全商品及びサービスの費用、他に再委託した業務、並びにすべての人件費を含む（しかしそれに限定されない）全ての記録を保持しなければなりません。かかる記録はすべて、一般会社原則に従って、かつそれらを容易に監査できる方法で、保持しなければなりません。当社からの要求があった場合で、かかる記録が提供されなかったときは、本注文書に対する重大な違反行為と見なされます。

## 10. 違反

- 10.1 本売主が本注文書のいずれかの規定に違反した場合、かかる違反についての通知を当社から受領後、実働日で 10 日以内に本売主がその違反を是正しない限り、当社は本注文書の全部または一部を解除することができる。
- 10.2 本書 10.1 項の趣旨において「違反」という用語には以下が含まれるがこれに限定されない。a) 自発的か強制的かを問わず、本売主による、もしくは本売主に対する破産もしくは倒産手続、b) 本売主の同意の有無にかかわらず、管財人の指名もしくは債権者のための財産譲受人の指名、c) 要請に基づく当社への合理的履行保証の提供の不履行、又は d) その他本売主が本注文書を遵守しないこと。
- 10.3 上記規定に従い当社が本注文書の全部又は一部を解除する場合、当社は、当社が適切と判断する条件及び方法で代替製品又はサービスを調達することでき、本売主は要求に応じて、かかる代替製品又はサービスの購入に際して当社が負担した全ての追加費用を当社に支払う。

## 11. 輸入／輸出要件

- 11.1 本売主は、適用される全ての輸入及び輸出要件を遵守し、要求により、本売主の遵守に関する情報又は証拠書類に加え、当社が本製品の受領に対して適用される要件を遵守する上で必要な他のあらゆる情報又は証拠書類を当社へ提出する。
- 11.2 本製品が輸入される場合、当社による別段の指定又は承諾がない限り、本売主は、可能な場合には、当社が記録上の輸入業者となることを認め、本売主が記録上の輸入業者ではなく、本売主がその本製品に関して関税戻し権を取得している場合、本売主は要求により、輸入を証明し、関税戻し権を当社へ移転する。仕向け国の税関当局により要求される情報及び証拠書類を当社へ提出する。

## 12. 雑則

- 12.1 本売主は、当社の書面による事前の同意がない限り、自己の権利又は義務を譲渡できない。
- 12.2 本注文書のいずれかの条件に対する権利放棄は書面にて行う。かかる権利放棄は、他の条件に対する権利放棄、又は同じ条件の後の違反に対する権利放棄とみなされることはない。
- 12.3 本注文書は、日本の法律に従って解釈され、準拠する。本売主は、東京地方裁判所を専属的管轄裁判所とすることに同意する。
- 12.4 法律によって許される最大限の範囲で、明示的な別段の規定がある場合を除き、いずれの当事者も、契約、不法行為又は他の法律理論に基づくあらゆる間接的、特別、付随的又は派生的損害賠償について責任を負わない。上記にかかわらず、本売主は、上記 8 条及び 9 条並びに人的損害に基づくあらゆる種類の損害賠償について責任を負う。
- 12.5 本注文書におけるいかなる事項も、本注文書に基づいて提供される本製品又は本サービスと同一もしくは類似の製品又はサービスの生産、販売又は市場取引、あるいはかかる同一もしくは類似の製品又はサービスの他の第三者からの購入を、当社に対して禁止するものとして解釈されることはない。
- 12.6 本注文書のいずれかの条件又は規定が無効又は実施不能であると、正当な管轄権を有する機関が裁定した場合であっても、かかる条件または規定は、無効であること又は実施不能であることを排除するために必要な範囲で解釈、制限、又は必要な場合は分離されると共に、本注文書の他の規定は有効に存続する。
- 12.7 本売主は、本サービスを当社に提供するに際しては、第三者に対する人的損害及び財産的損害の賠償責任をカバーする保険であって、かかる損害が生じた際に当社を保護するに足る金額の保険を付保するものとし、それは、あらゆる法律、規則、命令に適合したものである。本売主はまた、本売主の事業の態様及び規模と同程度の事業主体であるならば加入することが商慣習上妥当とされる追加的な保険も付保する。