

GARMIN
GENERAL TERMS AND CONDITIONS OF PURCHASE – PEOPLE'S REPUBLIC OF CHINA
(“PRC”) EDITION

This document includes Garmin General Terms and Conditions of Purchase – People's Republic of China (“PRC”) Edition, translated into English and Mandarin.

Please go to the applicable language document by clicking the hyperlink corresponding to the respective language provided below.

The English language version of these Terms and Conditions shall be legally binding in all respects and shall prevail in case of any inconsistencies.

Current translations include:

[ENGLISH](#) [CHINESE](#)

Garmin
一般采购条款和条件（中华人民共和国 (PRC) 版本）

此文件包括了《Garmin 一般采购条款和条件（中华人民共和国 (PRC) 版本）》（已译为英文和简体中文版）。

请点击与以下所提供之各语种相对应的超链接，选择适用的语言文件。

本条款和条件的英文版本在各方面都具有法律约束力，如有任何不一致之处，以英文版本为准。

当前译本包括：

[英文版](#) [简体中文版](#)

GARMIN
GENERAL TERMS AND CONDITIONS OF PURCHASE – PEOPLE'S REPUBLIC OF CHINA
(“PRC”) EDITION

The purchase order, the Supplier Code of Conduct (available at <http://www8.garmin.com/suppliers/>) and these General Terms and Conditions (collectively the “Purchase Order”) constitutes the entire contract between the vendor or seller named on the face thereof (“Supplier”) and the Garmin entity issuing the Purchase Order (either Garmin China Shanghai Co., Ltd., Garmin China ChengDu Co. Ltd. and Garmin China Yangzhou Co., Ltd.) (collectively, “Garmin”) covering the goods and / or services described therein. Supplier’s acceptance must be limited to the terms and conditions stated herein, without any modification, addition, or alteration. Any terms or conditions contained in Supplier’s quotations, acknowledgments, invoices, or any other documents that are different from, or in addition to, the terms and conditions hereof are hereby rejected. The English language version of these Terms and Conditions shall be legally binding in all respects and shall prevail in case of any inconsistencies.

TERMS AND CONDITIONS

1. ACCEPTANCE OF TERMS BY SUPPLIER

Supplier’s acceptance must be limited to the terms and conditions stated herein, without any modification, addition or alteration. Supplier’s commencement of work on such goods or services, or shipment of any of the goods, constitutes Supplier’s acceptance of all of the terms and conditions hereof, whether or not Supplier acknowledged the Purchase Order. If the Purchase Order shall be deemed an acceptance of any prior quotation or offer of Supplier, such acceptance is expressly conditional on Supplier’s assent to any additional or different terms contained herein. Garmin shall have no obligation to place Purchase Orders with Supplier, which decision shall be in Garmin’s sole discretion.

2. CHANGES

Garmin may, by a written change order, make changes in any one or more of the following: (1) method of shipment or packaging; (2) place or time of inspection or delivery; (3) the quantity and / or type of goods or services ordered; and (4) the work or service / product delivery schedules. If Supplier considers that the conduct, statement, or direction of any of Garmin’s employees constitutes a change hereunder, Supplier shall notify Garmin in writing within five (5) days and take no action on the perceived change pending written decision by Garmin. If any such change causes an increase or decrease in the cost of or time required for performance of any Order, an equitable adjustment shall be made in the price or delivery schedule or both, and the Order shall be modified accordingly. No claim by Supplier for adjustment hereunder shall be allowed unless made in writing for a specified amount within twenty (20) days from the date notice of any such change is received by Supplier.

3. TERMINATION

- (a) Garmin may, for its sole convenience and without necessity of proof of default by Supplier, upon written notice to Supplier, terminate this Purchase Order in full, or any or all outstanding Orders hereunder. Upon receipt of such notice, Supplier shall immediately stop all work on any orders already placed and shall immediately terminate orders and sub-contracts arising thereunder.
 - (1) In such event, Garmin shall pay Supplier the price stated in the Purchase Order for services or goods already completed as of the date of cancellation according to the terms of the Purchase Order, and the goods or services shall be the property of Garmin, and Supplier shall safely hold the same subject to receipt of Garmin’s shipping instructions.
 - (2) In the event that work on any goods or services was commenced but not completed as of the receipt of notice of termination by Supplier, Garmin shall pay Supplier its actual direct cost to date for such work, plus 10% to cover all overhead or profit associated therewith, and reimburse Supplier for any unreturnable materials or restocking charges. Supplier will provide to Garmin an itemized bill of all costs. The cost of work in process will be calculated by totaling the raw material, labor, and other itemized and reasonable costs associated with the order termination. Supplier shall in good faith assure that any unused items included are a result of Garmin’s induced parts obsolescence or overage. Such costs may include documented, reasonable claims from third party suppliers. In addition,

Supplier will also take reasonable steps to divert the raw material inventory to other work orders to minimize a claim against Garmin. Garmin shall remit payment to Supplier within thirty (30) days of receipt of Supplier's complete and documented accounting.

- (b) In addition to any other remedies provided by these Terms and Conditions or by law, Garmin may also, but is not required to, terminate any Order or this entire Purchase Order upon:
 - (1) Supplier's default in any material term or condition hereof; or
 - (2) The appointment of a receiver for Supplier or an assignment of the bulk of Supplier's assets for the benefit of creditors; or

The filing of a petition in bankruptcy by Supplier, or by creditors of Supplier.

In such case, Supplier shall complete all Orders in process if so requested by Garmin. Garmin shall make no further payment to Supplier for the work terminated until such time as Garmin has purchased substitute goods or services, or otherwise taken required steps and has calculated its damages in full, including any attorney's fees or costs resulting from such default. If any additional funds are due to Supplier after all Garmin's damages and costs are deducted from sums earned by Supplier, Garmin shall remit them to Supplier. If Garmin's damages exceed any sums earned by Supplier but as yet unpaid, Supplier shall promptly remit payment to Garmin upon Garmin's written demand.

- (c) If Garmin fails to make payment to Supplier in accordance with the terms of this Purchase Order, and such failure persists after written notice from Supplier and Garmin has not cured its failure to pay within an additional thirty (30) days, Supplier may terminate this Purchase Order after giving Garmin written notice of its election ten (10) days in advance of the termination's effective date.

4. TAXES

Unless otherwise provided in the Purchase Order, prices shown on the Purchase Order are deemed to include all taxes not expressly imposed by law on Garmin of the goods ordered hereunder. Supplier shall separately state on all invoices the applicable sales taxes imposed by national/federal, state, or local governments, unless an exemption is available.

5. PAYMENT TERMS and PRICE

- (a) Commercial Invoice Requirements: A Commercial Invoice must accompany all international shipments. This invoice must match the billing invoice submitted to Garmin Accounts Payable. If the shipment includes free items (no-charge) such as extra parts, promotional items, or other articles not included in the cost of the merchandise, the no-charge item shall be listed as a separate line item on the Commercial Invoice. The commercial value (what the company would have paid or the reasonable value one would expect to pay for an identical item) must appear on the invoice. It is acceptable to put, "Value for Customs Purposes only - Free of Charge" on the invoice for identification purposes, but the normal sales price must be listed.
- (b) Payment terms are net 60 days from the date of delivery of goods and / or the performance of services unless other payment terms including cash discounts are agreed upon and stated in the Purchase Order.
- (c) The Supplier invoices must include the following information:
 - (1) Purchase Order or blanket purchase order number
 - (2) Release numbers on blanket purchase orders
 - (3) Garmin's part number, when applicable
 - (4) Quantity and price

Payment of invoices is subject to the information provided. The invoice must match the information on the Purchase Order. A packing list is also required to match the purchase order when invoicing Garmin. Discrepancies between the invoice, purchase order, and/or packing list will result in delayed payment.

- (d) Time allowed by Supplier for payment of invoices or for accepting a cash discount shall commence on the later of the date invoices are received by Garmin, or the date the goods or services covered by the Purchase Order are received by Garmin. Garmin shall not be responsible for delay in receipt of Supplier's invoices.

- (e) Items not priced in the Purchase Order will be supplied to Garmin at the lowest price last charged by Supplier for equal quantity, and shall not exceed current prices quoted or charged to any other customer of Supplier for similar items and quantity. Supplier will refund to Garmin any amounts in excess of such price.
- (f) Garmin, at its discretion, may withhold all or part of any payment to the Supplier to such extent as may be necessary to protect Garmin from loss due to, but not limited to, the following causes:
 - (1) Defective work not corrected;
 - (2) Damage to personnel or property of Garmin or third-parties caused by act, omission, or negligence of the Supplier or its agents or employees;
 - (3) The breach of any provisions of the Purchase Order by the Supplier; or
 - (4) Failure of the Supplier to execute the work in a timely fashion to meet the completion date.
- (g) Payment shall not constitute acceptance of any non-conforming goods or services.

6. SHIPPING, FREIGHT TERMS and RISK OF LOSS / TITLE

- (a) Notwithstanding any provision hereof to the contrary, title to and risk of loss of the goods shall remain with Supplier until the goods are delivered at the point specified in this Purchase Order, or if no such point is specified, after the goods have been inspected by Garmin's Quality Assurance staff.
- (b) Charges for packing, hauling, storage or transportation are included in the price unless otherwise specified in the Purchase Order.
- (c) Shipping documents must show the Purchase Order number. The terms and routing of shipment shall be as provided in the Purchase Order. Garmin may revise shipping instructions as to any goods not then shipped.
- (d) Supplier shall ensure that all goods under this Purchase Order be in compliance with all relevant PRC laws and regulations, including but not limited to laws and regulations concerning importation, labelling and product safety and implementation rules issued under such laws and regulations. Unless excluded by law, for all goods destined for importation into the United States, 19 U.S.C. 1304 requires every article of foreign origin imported into the United States to be clearly marked with the name of the country of origin of the article at the time of importation. Merchandise must be marked as legibly and permanently, in a conspicuous place, as the nature of the product will permit. This marking should indicate to an ultimate purchaser the country of origin in English, and the purchaser should be able to find the marking easily and read it without strain.
- (e) In order to facilitate the import of purchased product into a country from a foreign Supplier, specific documents are required by all Customs authorities worldwide. The Supplier is therefore required to provide the following documents:
 - (1) Commercial Invoice
 - (2) Packing List
 - (3) Air Waybill or Ocean Bill of Lading
 - (4) Other documentation as deemed necessary

7. TIME / SCHEDULE / DELAYS

- (a) **TIME IS OF THE ESSENCE IN DELIVERING GOODS OR SERVICES UNDER AN ORDER.** Supplier shall deliver all goods by the delivery date(s) set forth in the Purchase Order. All shipments of goods and performance of services must be provided to Garmin in accordance with the time specified in the Purchase Order. In the event of any delayed shipments or performance, all additional expenses to which Garmin may be subjected shall be borne by Supplier. If Garmin believes that a delay or anticipated delay in Supplier's deliveries or performance may impair Garmin's ability to meet its production schedules or may otherwise interfere with its operations, Garmin may, at its sole option, cancel any outstanding deliveries hereunder wholly or in part and terminate the Purchase Order. Such remedy shall not be deemed to be the exclusive remedy for Supplier's delay or non-performance, but shall be in addition to all other remedies available to Garmin as provided for herein, at law or in equity.
- (b) No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached its obligations under the Purchase Order, for any failure or delay in fulfilling or performing any obligation under the Purchase Order (including any obligations to make payments), when and to the extent

such failure or delay is caused by or results from acts beyond the impacted party's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (i) acts of God; (ii) flood, fire, earthquake, epidemic, pandemic, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, mandate, law, or actions; (v) embargoes or blockades in effect on or after the date of the Purchase Order; (vi) national or regional emergency (including public health emergency); and (vii) strikes, labor stoppages or slowdowns or other industrial disturbances. Notwithstanding any provision hereof to the contrary, the reduction, depletion, shortage, curtailment or cessation of Supplier's supplies or reserves or any other supplies or materials of Supplier or its suppliers shall not be regarded as a Force Majeure Event.

- (c) If a party believes that its ability to fulfill or perform its obligations under the Purchase Order is being or will be impacted by a Force Majeure Event, such impacted party shall give written notice thereof to the other party as soon as commercially reasonable after the impacted party's first knowledge of the Force Majeure Event, along with an estimate of the effect it believes such Force Majeure Event will have on its ability to fulfill or perform its obligations. The impacted party shall use all commercially reasonable efforts to eliminate or remedy the failure or delay and to minimize the effects of such Force Majeure Event.
- (d) Where Supplier experiences a Force Majeure Event, if Garmin is satisfied that such Force Majeure Event prevents Supplier's full and/or timely delivery of the goods or services hereunder, and provided that Supplier establishes that it could not have overcome the effects of the Force Majeure Event with commercially reasonable steps, Garmin may, at its option:
 - (1) Require Supplier to apportion among its customers the goods available for delivery during the Force Majeure Event;
 - (2) Cancel any or all delayed or reduced deliveries; or
 - (3) Cancel any outstanding deliveries hereunder and terminate the Purchase Order.If Garmin accepts reduced deliveries or cancels the same, Garmin may procure substitute goods from other sources, in which event this Purchase Order shall be deemed modified to eliminate Garmin's obligation to purchase Supplier's goods which were not delivered. After cessation of the Force Majeure Event, Garmin may, but is not obligated to, require Supplier to deliver goods not delivered during the Force Majeure Event.
- (e) If the event which delayed or prevented performance by a party was not in fact a bona fide Force Majeure Event, the other party may treat the first party's non-performance as a default.

8. QUALITY ASSURANCE

Supplier agrees to establish and maintain a formal quality program and comply with the requirements stated below. If Supplier is not the manufacturer of goods covered by a Purchase Order, Supplier shall require the manufacturer of the goods to establish and maintain the program described below. Supplier's obligations hereunder shall extend and be applicable to Supplier's suppliers, contractors and sub-contractors.

- (a) Maintain quality records for a period of ten (10) years. Records include, but are not limited to, inspection, testing, rework, and repair documentation that show compliance with the item specifications.
- (b) For serialized items, all documents shall be traceable to the item serial number. The drawings, specifications, test procedures, standards, and other requirements of the Purchase Order shall be fully complied with.
- (c) All welding, soldering, finishing, plating, or other special processes shall be controlled in accordance with the requirements and specifications referenced by or included in the Purchase Order.
- (d) It is the responsibility of Supplier to ensure that only a product conforming to the Garmin-approved applicable design data is delivered to Garmin. If Supplier identifies or becomes aware of the existence of an item which is not in conformance with Garmin's specifications and applicable design data for such item, Supplier shall contact Garmin to request engineering review / disposition of the discrepancy. Supplier shall maintain a system for:
 - (1) Identification of defects in goods already manufactured;
 - (2) Tracing of such good to customers
 - (3) Prompt advice to customers of discovered defects; and
 - (4) A plan for recall and repair/replacement of such goods.

Garmin shall not be bound by Supplier's determinations under its Positive Recall System, and the final determination of conformance shall be in the sole discretion of Garmin. Supplier shall immediately upon Supplier's discovery report to Garmin any item found to be non-conforming subsequent to delivery to Garmin.

- (e) All goods, including any components of goods, that are rejected by either Garmin or Supplier shall be immediately destroyed and in no instances shall such rejected goods, or any components of such goods, be sold or otherwise distributed to third parties. The parties agree that Supplier's failure to comply with this Section 8(e) shall be deemed Supplier's default in a material term or condition of these Terms and Conditions.
- (f) A copy of Supplier's current Quality Control Manual will be provided to Garmin if it has been included in the requirements of the Purchase Order.
- (g) Garmin and Garmin's customer shall have the right to inspect any and all of the goods at Supplier's plant or upon Garmin's receipt at Garmin's election, which right shall be exercisable notwithstanding Garmin's having paid for the goods prior to inspection. In the event any surveillance inspection or test is made by Garmin, Garmin's customer, or any governmental entity, such as the Federal Aviation Administration (in the case of items which will be used in an aviation product in the United States) on the premises of the Supplier, the Supplier shall, without additional charge, provide all reasonable facilities and assistance for the safety and convenience of the inspector(s) in the performance of their duties. Garmin, by reason of its inspection of, or its failure to inspect, the goods shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications therefore, or to have waived any of Garmin's rights or remedies arising by virtue of such defects or non-conformance.
- (h) Supplier and its suppliers shall be required to use any of Garmin's customer required special processes, controlled sources or key characteristics specified by Garmin in the Purchase Order.
- (i) Supplier must provide written notification prior to any change in manufacturing location or sub-contracted third party suppliers in order to allow sufficient time for Garmin to prepare and conduct evaluations as necessary.
- (j) Garmin requires Supplier to obtain authorization prior to shipping any solderable components in excess of two (2) years old. Depending on the type of product and storage conditions, Garmin may require Supplier to pre-test solderability of the component to IPC/EIA/JEDEC J-STD-002B, Procedure 4.2, Test A and Test B. Material with shelf life requirements must have greater than fifty percent (50%) of shelf life remaining when shipped to Garmin.
- (k) Supplier represents and warrants it has policies and procedures in place to ensure none of the supplies or materials furnished to Garmin are "suspect/counterfeit parts" and certifies to the best of its knowledge and belief that no such parts have been or are being furnished to Garmin. "Suspect/counterfeit parts" are parts that may be of new manufacture but are misleadingly labeled to provide the impression they are of a different class or quality, or from a different source than is actually the case. They also include refurbished parts, complete with false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S., China, or other applicable Government. If Garmin reasonably determines that Supplier has supplied suspect/counterfeit parts to Garmin, Garmin shall promptly notify Supplier and Supplier shall immediately replace the suspect/counterfeit parts with parts acceptable to Garmin. Notwithstanding any other provisions contained herein, Supplier shall be liable for all costs incurred by Garmin to remove and replace the suspect/counterfeit parts, including without limitation Garmin's external and internal costs of removing such suspect/counterfeit parts, reinserting replacement parts, and of any testing necessitated by the reinstallation of Supplier's goods after suspect/counterfeit parts have been exchanged.
- (l) If Supplier receives a change in status to an active certificate(s) that was provided to Garmin as part of the Supplier Assessment Survey (FRM-0006), Supplier is required to provide written notice to Garmin within five (5) business days of the change. If Supplier fails to inform Garmin that they have a change of status to active certificates, it may result in Garmin charging back the supplier for any material and cost incurred due to the change in status.
- (m) Supplier shall inform its employees, agents, suppliers and representatives of:
 - (1) Their contribution to product or service conformity;
 - (2) Their contribution to product safety; and

(3) The importance of ethical behavior, including, without limitation, compliance with (FRM-0560) Garmin's Supplier Code of Conduct (available at <https://www.garmin.com/en-US/suppliers/>).

9. SUBSTITUTIONS

- (a) Substitution of material shall only be made with prior written permission from Garmin.
- (b) Supplier shall submit a "Supplier Change Notice" (SCN) or "Process Change Notice" (PCN) when any change is made to the item that could impact fit, form, or function.
- (c) If any substitution is permitted by Garmin, Supplier shall warrant that such substituted item shall be of as good or superior quality to the material or process originally required, and shall last as long, or longer, than the material or process originally required.

10. DESIGNS, TOOLS, ETC.

- (a) Unless otherwise agreed herein, Supplier at its cost shall supply all materials, equipment, tools, and facilities required to perform this Purchase Order. Any designs, drawings, blueprints, materials, equipment, tools, or other properties furnished to Supplier or specifically paid for by Garmin ("Garmin Property"), shall remain Garmin's Property unless otherwise agreed by Garmin in writing. Any such Garmin Property shall be used only in filling orders from Garmin unless given written consent otherwise by Garmin.
- (b) If Garmin furnishes such Garmin Property to Supplier, Supplier shall return the same to Garmin at Garmin's request upon Garmin's demand, but no later than upon completion or termination of all or any applicable part of this Purchase Order or subsequent future Purchase Orders.
- (c) Supplier shall use such Garmin Property at its own risk, and shall be responsible for all loss of or damage to the same while in Supplier's custody. Supplier shall, at its cost, store and maintain all such property in good condition and repair. Garmin makes no warranties of any nature with respect to any property it may furnish to Supplier hereunder.
- (d) Supplier shall establish, implement, and maintain a system for identification, control, verification, storage, and maintenance of Garmin Property. This may include tools, dies, test fixtures, totes, material to be processed, or intellectual property such as software or engineering drawings. When physically possible, tooling shall be marked as "Property of Garmin" and shall be stored separately from Supplier-owned property. If such product is lost, damaged, or is otherwise compromised or unusable, Supplier shall immediately notify Garmin and maintain records.

11. HAZARDOUS MATERIALS

- (a) If Supplier brings in any hazardous materials for use while at Garmin, the Safety & Security Supervisor must be aware of the materials and hazards associated with them.
- (b) If the goods purchased pursuant to the Purchase Order contain any substance defined or described by 29 CFR 1910.1000-1056 or 29 CFR 1910.1200, Supplier shall provide a current Material Safety Data Sheet to Garmin prior to, or at the time of, initial shipment, and all containers shall be labeled with the manufacturer's name and address, the identity of the hazardous material and appropriate hazard warnings.
- (c) Supplier further agrees that the content of all goods supplied to Garmin comply with all applicable national/federal, state, local, and foreign laws, rules and regulations, including, without limitation, laws enacted pursuant to European Union Directives.

12. PRODUCT ENVIRONMENTAL COMPLIANCE

- (a) All materials, components and/or finished goods for use in Garmin products are required to comply with the most current version of the Garmin Banned/Restricted (Declarable) Substances List (GPN [001-00211-00](#) or [001-00211-01](#) (For Wearable Products and Components)) available at <https://www.garmin.com/en-US/suppliers/> ("Banned/Restricted Substances Lists").
- (b) Materials, components and/or finished goods are prohibited from containing a banned substance in excess of specified thresholds listed in GPN [001-00211-00](#) or [001-00211-01](#) (For Wearable Products or Components) unless exempted by Garmin.

- (c) Supplier is required to provide information and/or declarations of restricted (declarable) substances listed in GPN [001-00211-00](#) or [001-00211-01](#) (For Wearable Products and Components) and contained in the materials, components and/or finished goods supplied for use in Garmin products.
- (d) Suppliers providing materials, components and/or finished goods for Garmin Automotive OEM products will, upon request by Garmin, be required to provide full material content information including items on the Global Automotive Declarable Substance List (GADSL) and will submit information via the International Material Data System (IMDS) to Garmin's IMDS Account #51641 (<http://www.mdsystem.com>).

13. CONFLICT MINERALS COMPLIANCE

Supplier shall provide to Garmin all information (in sufficient detail), with written certifications thereof, to enable Garmin to timely comply with all of Garmin's and Garmin's customers' due diligence, disclosure and audit requirements under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") and Rule 12p-1 and Form SD under the Securities Exchange Act of 1934, and all similar, applicable statutes and regulations, including due inquiry of Supplier's supply chain identifying conflict minerals (as defined in Section 1502(e)(4) of the Dodd-Frank Act) contained in products sold to Garmin.

14. WARRANTIES

- (a) Supplier's Product Warranty. Supplier represents and warrants to Garmin as follows:
 - (1) Supplier will deliver to Garmin title to all goods free and clear of all security interests, liens, charges, restrictions, or encumbrances of any kind, nature, or description;
 - (2) All goods and services shall be free from defects in material and/or workmanship;
 - (3) All goods shall be new and not used or reconditioned unless otherwise specified by Garmin;
 - (4) All goods (and their packaging) and services shall conform to the description thereof and/or specifications, instructions and drawings therefore contained in the Purchase Order; and
 - (5) All the goods shall in all respects be suitable for the particular purpose for which they are purchased and the goods shall be merchantable.
- (b) Compliance with the Law Warranty. In addition to any other warranties required by the Purchase Order or provided by Supplier, Supplier hereby covenants, represents and warrants that:
 - (1) Supplier is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Purchase Order or the consummation of the transactions contemplated hereby; and
 - (2) None of the funds which will be paid to the Supplier under this Purchase Order nor other assets of the Supplier constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government subject to trade restrictions under U.S. law, including but not limited to: (i) the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq.; (ii) The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq.; and (iii) any Executive Orders or regulations promulgated thereunder, with the result that sale by Supplier, its managing member or any non-managing member (whether directly or indirectly), is prohibited by law (an "**Embargoed Person**"). No Embargoed Person has any interest of any nature whatsoever in Supplier (whether directly or indirectly).
- (c) Supplier's Warranty Regarding Anti-Dumping and Countervailing Duties. Supplier represents, warrants, certifies and covenants that all sales made hereunder are made in circumstances that will not give rise to the imposition of anti-dumping or countervailing duties under United States law (19 U.S.C. Sec. 1671 et seq.), European Union (Council Regulation (EC) No. 384/96 of December 22, 1995, Commission Decision No. 2277/96/ECSC of November 28, 1996), similar laws in such jurisdictions or the law of any other country to which the goods may be exported. To the full extent permitted by law, Supplier will indemnify, defend and hold Garmin and its affiliated companies harmless from and against any costs or expense (including any countervailing or dumping duties) arising out of or in connection with any breach of this warranty. In the event that a countervailing and/or anti-dumping duty order is imposed, Garmin may terminate this Purchase Order with no further liability of any nature whatsoever to Supplier hereunder. In the event that any jurisdiction imposes, punitive or other additional tariffs on goods subject to this agreement in

connection with a trade dispute or as a remedy in an "escape clause" action or for any other reason, Garmin may, at its option, treat such increase in duties as a condition of force majeure.

15. REMEDIES

- (a) If any of the goods or services are defective or otherwise not in exact accordance with the requirements of this Order including any blueprints, specifications, samples, or instructions issued in connection therewith, Garmin, in addition to its other rights, may
 - (1) require prompt repair or correction thereof by Supplier or Garmin's designee at Supplier's expense;
 - (2) require Supplier to replace such goods and upon Supplier's failure or refusal to do so, replace the same at Supplier's expense; or
 - (3) reject any shipment or delivery containing defective or non-conforming goods and return for credit or replacement at Garmin's option, said return to be made at Supplier's cost and risk.

If deemed necessary, Garmin will issue a Corrective Action Request ("CAR") to Supplier. Supplier shall determine the root cause of the problem, provide a short term corrective action, a root cause corrective action plan, and target dates for completion of each corrective action implementation, in writing by completing a CAR form within fourteen (14) calendar days of date issued.

- (b) Should Supplier's goods require rework for use in accordance with the terms of this Purchase Order, Garmin reserves the right to require, and Supplier agrees to pay to Garmin, compensation for Garmin's reasonable charges to perform or inspect the rework.
- (c) In the event of Garmin's breach hereunder, Supplier's exclusive remedy shall be Supplier's recovery of the goods or the purchase price payable for goods shipped prior to such breach.

16. INDEMNIFICATION

- (a) To the fullest extent permitted by law, Supplier shall indemnify and hold harmless Garmin, Garmin's customers and agents and employees of either of them (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the use of the goods or the services provided by Supplier, and caused in whole or in part by tortious or negligent acts or omissions of the Supplier or any subcontractor to Supplier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable (an "Indemnifying Party"), regardless of whether or not such claim, damage, loss or expense is caused in part by the tortious or negligent acts or omissions of a party indemnified hereunder. Nothing in this Section shall require the Indemnifying Party to indemnify an Indemnified Party for such party's own negligence beyond that proportion of the claim, damage, loss or expense attributable to the contributory or comparative fault of the Indemnifying Party.
- (b) If an order covers the performance of labor on Garmin's premises, Supplier agrees to indemnify and protect the Indemnified Parties against all claims, damages, losses and expenses, including but not limited to attorneys' fees, for injury or damage to any person or property arising out of the performance of this Order. In claims against any person or entity indemnified under this Section by an employee of the Supplier, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section (a) above shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Supplier or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- (c) It is anticipated that the goods will be possessed, used and/or sold by Garmin and/or its customers. If by reason of any of these acts a suit is brought or threatened for infringement of any patent, trademark, trade secret, trade name or copyright with regard to the goods, their manufacture or use, Supplier shall, at its own expense, defend such suit and shall indemnify and save and hold Garmin and its customers harmless from and against all claims, damages, losses, demands, costs and expenses (including attorneys' fees) in connection with such suit or threatened suit. In the event Garmin and/or its successors in interest is or are enjoined from the operation, use and/or sale of the goods or any services, or any part thereof, covered by this Order, Supplier shall (at its sole expense) take all reasonable steps possible to procure for Garmin and its successors in interest the right to operate, use, and sell said goods or any services, or any part thereof, covered by this order. If Supplier cannot so procure the aforesaid right within a reasonable time, Supplier shall then promptly (at Supplier's sole expense):

- (1) modify said goods or services or any part thereof so as to avoid infringement of any patent or other proprietary interest, or
- (2) replace said goods or services or any part thereof with goods or services which do not infringe or violate any said patent or other proprietary interest;
- (3) remove said goods or services or any part thereof and refund any compensation paid to Supplier, and pay to Garmin any transportation costs and expenses that may have been paid or incurred by Garmin in connection with the goods or services or any part thereof so removed.

17. INSURANCE

Supplier shall at its own expense, maintain and carry insurance in full force and effect comprehensive general liability, including products liability, insurance in an amount appropriate for its business, but in no event less than \$1,000,000.00 (US) with an insurance company having a Best rating of A. Upon Garmin's request, Supplier will provide a certificate of such insurance (including any new or amended certificates of insurance) and/or name Garmin as an additional insured.

18. LABOR / SERVICES

- (a) If the Purchase Order covers services or labor to be performed on Garmin's premises, Supplier shall work to observe the highest safety standards and to adhere to all Garmin's work instructions and security requirements. Supplier shall obtain and pay for Worker's Compensation and Employer's Liability Insurance, public liability and property damage insurance in amounts as set forth on Exhibit "A" to these General Terms and Conditions, and shall furnish Garmin with additional insured endorsements and insurers certificates evidencing such insurance, which certificates shall provide that the coverage evidenced thereby shall not be canceled except upon 30 days prior notice to Garmin.
- (b) Supplier will comply with Garmin's safety procedures and company policies, including anti-harassment policies, when performing service on Garmin's property, and will be required to execute a Safety & Security Acknowledgement form before any work may be performed.
- (c) In the event that production delays or other causes not within Supplier's control force postponement of their installation as scheduled, the goods will be stored at Garmin's facility until installation can be resumed, and unless objected to by Garmin, Supplier will be permitted to invoice for such goods. In such event Garmin may reserve the right to withhold 20% of the invoice amount of such shipments against the completion of start-up, testing, inspection and any other items of work not yet completed. All transfer and storage charges incurred shall be negotiated on an individual basis.

19. COPYRIGHT / INTELLECTUAL PROPERTY

Supplier acknowledges and agrees that any trade secret information, copyrightable work product, and any and all other intellectual property rights developed, derived from, or otherwise generated by the Supplier in performing services hereunder shall be owned by, and belong exclusively to, Garmin. If such work product is not deemed to be owned by, and belong exclusively to, Garmin, Supplier hereby assigns and agrees to assign to Garmin the ownership of all rights, titles, and interests in such material.

20. COMPLIANCE WITH LAW

- (a) To the extent applicable, Supplier represents and warrants to Garmin that Supplier will comply with all national/federal, state, and local laws, ordinances, rules and regulations applicable to its performance under the Purchase Order including, without limitation, the PRC Labor Law, Labor Contract Law, as amended from time to time and any rules and regulations issued under such laws, and the United States Fair Labor Standards Act of 1938, as amended, the Equal Employment Opportunity clause prescribed by Executive Order 11246 dated September 24, 1965 as amended, and any rules, regulations or orders issued or promulgated under such Act and Order
- (b) To the extent applicable, Suppliers must comply with all PRC laws and regulations related to work safety and prevention and treatment of occupational diseases, including without limitation, the Work Safety Law, Law on the Prevention and Treatment of Occupational Diseases, as amended from time to time and any rules and regulations issued under such laws, and the United States Occupational Safety and Health Administration (OSHA) regulations covered under CFR29.1910 general safety and CFR29.1926 construction safety.

- (c) Without limiting the foregoing, to the extent applicable, Supplier represents, warrants and covenants to Garmin that no materials provided to Garmin will originate from or be processed in any country that is subject to any embargoes or sanctions administered by the U.S. Department of Treasury.
- (d) Supplier shall indemnify, and save and hold, Garmin and its affiliated companies harmless from and against any and all claims, damages, demands, costs and losses arising out of or in connection with any failure by Supplier to comply with said Acts, Order, rules, regulations or orders; or any breach of the representations, warranties or covenants contained herein. Any clause required by any law, ordinance, rule or regulation to be included in an agreement of the type evidenced by this document shall be deemed to be incorporated herein.

21. STATEMENT OF CONDUCT

- (a) Supplier understands and acknowledges that Garmin does not allow gifts or other consideration to be provided to Garmin's associates from suppliers or potential suppliers except for very low cost promotional items.
- (b) Garmin's policy is that Garmin associates shall refrain from entering into any activity that is in conflict with the interest of Garmin, or which would prejudice their ability to exercise independent judgment in carrying out their duties and responsibilities, or devote undivided loyalty to Garmin. This includes any private or business activity which might create a conflict of interest.
- (c) Supplier agrees to make its representatives aware of Garmin's policy and Supplier agrees that violation of this policy by Supplier or any representative of Supplier shall entitle Garmin to cancel this Purchase Order. Supplier is referred to Garmin's Supplier Expectations ([FRM-0307](#)).

22. CONFIDENTIALITY / PUBLICITY / ADVERTISEMENT

- (a) All information obtained by Supplier or furnished by Garmin, or Garmin Property, relating to Garmin or associated with the purchase of the goods and / or services covered by this Purchase Order is proprietary and confidential, and Supplier shall not disclose any such information to any other person or use such information itself for any purpose other than performing this Purchase Order, unless Supplier first obtains written permission from Garmin to do so.
- (b) The obligation of confidentiality contained herein shall survive cancellation, termination, and expiration of this Purchase Order and shall bind all employees, agents, and consultants retained by Supplier.
- (c) Supplier shall not, except as required by law, make any public release regarding the Purchase Order nor shall Supplier use in any advertising, letterhead, publicity or other public or media communications, any trade name, trademark, service mark, symbol or any other identification or abbreviation, contraction or simulation thereof owned by Garmin or any of its parent, affiliated and/or subsidiary companies without the prior written consent of Garmin.
- (d) All contractors who work in the Garmin facility must sign a Non-Disclosure Agreement (NDA) before any work is performed.

23. IMPORTED GOODS

- (a) Supplier Requirements - Supplier will provide to Garmin's Customs Compliance Department a "pre-alert" notice containing all information and documentation needed to affect Customs entry into each country into which the goods are to be imported, except information within the exclusive possession of Garmin. Where Garmin has provided Supplier with information on the tariff classification, rate of duty, value of the imported articles, commodity description or any other related statements, such information shall appear accurately on the Customs/Commercial Invoice. Supplier will provide such documentation and other assistance as Garmin may request to allow Garmin to claim drawback of duties and taxes on purchased goods or articles manufactured from purchased goods. Supplier shall accurately indicate the country of origin of the goods purchased hereunder on the Customs/Commercial Invoice and other applicable documentation. When requested by Garmin, Supplier shall execute such documents as may be necessary to allow Garmin to claim duty preference under any and all applicable programs. Supplier warrants that all sales hereunder are made in circumstances that will not give rise to the imposition of anti-dumping duties, countervailing duties, or similar levies under United States law or the law of any other country into which the goods may be exported. Supplier warrants that all transfers of goods and data received from Garmin will be conducted

in compliance with applicable requirements of the United States and other governments with jurisdiction over any goods or technical data supplied by Garmin in connection with this order.

- (b) Importer Security Filing – 10+2 - For all goods destined for importation into the United States, Supplier will coordinate with the Garmin Customs Compliance Department to ensure the accurate and timely filing of the ISF required data elements, a minimum of 24-hours prior to loading ocean freight destined for the United States.
- (c) Supply Chain Security - Supplier warrants that it has reviewed its supply chain security procedures and that these procedures and their implementation are in accordance with the criteria set forth by the Authorized Economic Operator (“AEO”) / Customs-Trade Partnership Against Terrorism (“C-TPAT”) program of the U.S. Customs and Border Protection. Specifically, Supplier warrants that it is: applying AEO / C-TPAT-prescribed inspection methods prior to loading of the transport conveyance; is maintaining secure control over its loaded and empty transport conveyances; is controlling and applying certified high security seals for securing transport conveyance doors; and, is ensuring that its suppliers and/or business partners are observing the criteria set forth by AEO / C-TPAT. Supplier further warrants and represents that it has developed and implemented, or will develop and implement, procedures for periodically reviewing and if necessary, improving its supply chain security procedures. Specifically, Supplier agrees to conduct an annual security audit at each of its facilities and to take all necessary corrective actions to ensure conformity with AEO / C-TPAT standards. Supplier agrees to share with Garmin the results of such annual audits and agrees to prepare and submit to Garmin a report on the corrective actions taken in response thereto. In the event Supplier fails to take an appropriate corrective action, Garmin may, but is not required to, terminate this Purchase Order. If Supplier is enrolled in any supply chain security accredited programs, such as AEO / C-TPAT or other similar programs that may exist in the country of Supplier, then Supplier shall provide Garmin with documentary evidence of such enrollment.

24. EXPORT AUTHORIZATION REGULATION (EAR) / INTERNATIONAL TRAFFIC IN ARMS REGULATION (ITAR)

Supplier hereby represents, warrants and covenants that it will NOT provide Garmin any goods, services, software, technology or information, in any format, subject to the following export controls (collectively, “Controlled Items”) without first obtaining the prior written approval from Garmin:

- (a) Commerce Control List (CCL) [controlled for any reason beyond AT],
- (b) United States Munitions List (USML), or
- (c) Wassenaar Arrangement Dual-Use Goods and Technologies and Munitions Lists.

Supplier further represents, warrants and covenants that it has applied the provisions of each of the above export controls to the best of its capabilities for each item it supplies to Garmin; which includes whether each item is (i) specifically designed, modified, adapted, or configured for military application, and/or (ii) subject to subsections a, b or c above. For each such item that Supplier does not manufacture, Supplier represents, warrants and covenants that it has made inquiry to the original manufacturer of each such item about the export controls, including design intent, for the item(s) as part of its analysis. Supplier acknowledges and understands the control requirements in subsections a, b and c above extend to designs (drafted and finalized), bills of material, parts, components, sub-systems, systems, integrated circuits, software code (object and source code), models, mockups, equipment, services, proposals, and/or requests for product modifications. Based upon Supplier’s analysis, it will NOT provide Garmin any Controlled Items, in any manner; including release or delivery to Garmin by means of: face-to-face discussions, telephone conversations, e-mails, granting of electronic access to information, sharing of servers, correspondence, memoranda, responses to solicitations, demonstrations, release of software and/or technology, and physical delivery of an item to Garmin without first obtaining the prior written approval from Garmin.

25. GOVERNING LAW

This Purchase Order and the agreement between the parties evidenced shall be construed and governed by the laws of the People’s Republic of China. The parties hereby agree any dispute arising out of or related to this Purchase Order and agreement between the parties shall be submitted to the jurisdiction of the People’s Courts in the location of the Garmin entity from which the Purchase Order was issued.

26. ELECTRONIC DATA INTERCHANGE (“EDI”)

- (a) The parties may conduct the exchange of business forms using electronic commerce enabling technologies hereinafter referred to as “EDI”. The parties may facilitate purchases by electronically transmitting data. The parties intend that contracts formed by electronically transmitting data will be as enforceable as contracts formed by exchanging paper forms. If a party receives unintelligible data by EDI, that party will promptly notify the sending party. Each party agrees to provide appropriate security measures to ensure that all transmissions of data by EDI are authorized, and to protect data from unauthorized access, alteration or loss. Each party will use reasonable care to maintain the confidentiality of transactions and the data therein in the same secured manner as it would maintain paper documents of like kind.
- (b) Garmin accepts electronic purchase orders (that include the description, quantities and other relevant information relating to the purchase of products) and participates in electronic commerce via EDI (electronic data interchange). However, no terms and conditions contained on any purchase order will be binding upon Garmin unless expressly agreed to by Garmin in writing. Garmin supports the following EDI documents:
810 – Invoice, 812 – Credit/Debit adjustment, 816 – Organizational relationships, 820 – Remittance advice, 824 – Application advice, 830 – Forecast/Planning, 850 – Purchase order, 852 – Point of sale, 855 – Purchase order acknowledgement, 856 – Advance ship notice, 860 – Purchase order change 862 – Ship schedule, 864 – Text document, 997 – Functional acknowledgement
- (c) If Supplier is on Garmin’s EDI system, Supplier acknowledges that the terms and conditions stated herein apply to each order placed pursuant to EDI, even though these terms and conditions are not separately transmitted electronically with each Purchase Order.

27. MISCELLANEOUS

- (a) The waiver of any term, condition, or provision hereof shall not be construed to be a waiver of any other such term, condition, or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition, or provision.
- (b) Supplier shall not assign its rights or obligations under this Purchase Order without the prior written consent of Garmin, which may not be unreasonably withheld.
- (c) All claims for money due, or to become due, from Garmin shall be subject to deduction or set off by Garmin by reason of any claim arising out of this or any other transaction with Supplier.
- (d) If any term of this Purchase Order is not enforceable under governing law, the remaining terms shall be enforceable, unless the invalidated term goes to the heart of the transaction, in which case Garmin reserves the right to cancel or terminate an individual Order or this Purchase Order.
- (e) In the event of any conflict among the requirements of this Purchase Order, the provision requiring the highest standard for the work of Supplier shall govern.
- (f) Stenographic and clerical errors, whether in mathematical computations or otherwise made by Garmin on this Purchase Order or any other forms delivered to Supplier, shall be subject to correction.
- (g) Any modification hereof, to be valid, must be in writing and executed by both parties.
- (h) The headings in this Purchase Order are inserted solely for convenience and are not intended to serve as the basis for interpretation or construction of the terms and conditions contained herein.
- (i) Supplier shall not use subcontractors or independent contractors in the performance of an order without the express prior written consent of Garmin. In the event that Garmin does permit subcontracting, Supplier shall pass on all Garmin’s requirements to its subcontractors and suppliers, including all of the requirements of these Terms and Conditions.

GARMIN CORPORATION

General Terms and Conditions of Purchase

Garmin
一般采购条款和条件（中华人民共和国 (PRC) 版本）

采购订单、供应商行为准则（可从以下网址获取：<http://www8.garmin.com/suppliers/>）以及本一般条款和条件（统称为“本采购订单”）构成采购订单正面上称为供应方或卖方（“供应商”）与发行采购订单（它涵盖了本采购订单所述货物和/或服务）的 **Garmin** 实体（中国上海 **Garmin** 有限公司、中国成都 **Garmin** 有限公司和中国扬州 **Garmin** 有限公司中之一）（统称为“**Garmin**”）之间的完整合同。 供应商接受的条款和条件必须只限于本采购订单所规定的条款和条件，不得变更、增加或更改。 本采购订单拒绝接受供应商报价、确认通知、发票或不同于本采购订单所规定条款和条件或对其进行补充的任何其他文件中所包含的任何条款和条件。 本条款和条件的英文版本在各方面都具有法律约束力，如有任何不一致之处，以英文版本为准。

条款和条件

1. 供应商接受的条款

供应商接受的条款和条件必须只限于本采购订单所规定的条款和条件，不得变更、增加或更改。 无论供应商是否已承认本采购订单，供应商开始着手准备上述货物或服务，或开始装运任何上述货物时则表明供应商接受本采购订单的所有条款和条件。 如采购订单视为供应商接受任何先前报价或出价，则上述接受是以供应商同意本采购订单中所包括的任何附加条款或不同条款为明确条件的。 **Garmin** 没有义务向供应商下达采购订单，是否订单下达完全由 **Garmin** 自行决定。

2. 更改

Garmin 可以通过书面变更通知单的方式对以下一项或多项进行更改：(1) 装运或包装方式；(2) 检验或交付的地点或时间；(3) 所订购货物或服务的质量和/或类型；及 (4) 工作或服务/产品交付计划。 如供应商认为任何 **Garmin** 雇员的行为、陈述或指示构成对本采购订单的变更，则供应商应在五 (5) 天内以书面形式通知 **Garmin**，并不得对所观察到的等待 **Garmin** 做出书面决定的变更采取任何行动。 如任何上述变更导致履行订单所需的成本或时间增加或减少，则应对价格或交付计划或这两项进行合理调整，并相应地修改订单。 除非自供应商收到任何上述变更通知之日起二十 (20) 天内以书面形式调整为指定数额，否则供应商不得要求对本采购订单进行调整。

3. 终止

(a) 为了自身方便起见，**Garmin** 可以在向供应商发送书面通知时就全部终止本采购订单或该订单中的任何或所有未交货订单，无需供应商提供违约证明。 供应商一收到上述通知就应立即停止任何订已下达单的所有相关工作并立即终止本采购订单项下的订单和分包合同。

(1) 在这种情况下，**Garmin** 应按照采购订单条款为截至订单取消之日已完成的服务或商品向供应商支付采购订单中规定的总价，上述货物或服务应归 **Garmin** 所有。在收到 **Garmin** 的装运须知的前提下，供应商应安全保管这些货物或服务。

(2) 如截至供应商收到终止通知之日任何货物或服务的相关工作已经开始但尚未完成，则 **Garmin** 应向供应商支付截至上述工作日期的实际直接成本，并另付 10% 作为对所有管理费用或其相关利润的补偿，并为供应商报销任何无法退回材料的费用或重新补充库存的费用。 供应商将向 **Garmin** 提供一份所有成本的分项账单。 正在进行的工作成本的计算方法为将原材料、劳工及与订单终止相关的其他分项合理成本加总。 供应商应善意确保所包括的任何未使用物品是由于 **Garmin** 的原因造成零件报废或老化的结果。 上述成本可能包括第三方供应商提出的有文件记录的合理索赔。 另外，供应商还将采取合理措施将原材料库存转移至其他工作订单，尽量减少向 **Garmin** 提出的索赔。 **Garmin** 应在自收到供应商的有文件记录的完整账目之日起三十 (30) 天内汇款给供应商。

(b) 在一些情形下，除本条款和条件或法律提供的任何其他补救方法外，**Garmin** 还可（但并非必须）终止任何订单或整个采购订单：

(1) 供应商违反本采购订单的任何重要条款或条件；或

(2) 为了债权人的利益任命供应商破产管理人或转让供应商的大部分资产；或
供应商或供应商债权人申请破产。

在这种情况下，如 **Garmin** 要求，则供应商应完成所有正在实施的订单。 **Garmin** 在采购到替代货物或服务，或者另外采取所需措施并计算其全部损失（包括任何律师费或因上述违约产生的成本）之前，不会就已履行的工作向供应商进一步付款。 如从供应商所赚取货款的总额中扣除 **Garmin** 的所有损害赔偿和成本后，应向供应商支付任何到期应付的其他款项，则 **Garmin** 应汇给供应商。 如 **Garmin** 的损害赔偿超出供应商已赚取但尚未支付的任何货款的总额，供应商应在收到 **Garmin** 的书面要求就立即汇款给 **Garmin**。

(c) 如 **Garmin** 未能按照本采购订单的条款向供应商付款，且在收到供应商书面通知后三十 (30) 天内 **Garmin** 仍未付款，则供应商可终止本采购订单，但应在该终止生效日期之前前十 (10) 天以书面形式通知 **Garmin**。

4. 税款

除非采购订单中另行规定，否则采购订单上显示的价格视为包括所有未依法对 **Garmin** 按照本采购订单规定所采购货物征收的所有税款。 除非可以免税，否则供应商应分别在所有发票上声明国家/联邦、州或地方政府征收的适用销售税。

5. 付款条件与价格

(a) **商业发票要求**：所有国际运输都必须提供商业发票。 该发票必须与呈报至 **Garmin** 应付款项部的记账发票匹配。 如运输包括免费物品（无需付钱），例如多余零件、附送赠品或商品成本中未包括的其他物品，则应在商业发票上将免费项目作为单独的行式项目列出。 发票上必须体现商业价值（公司将会为相同物品支付的价值或人们预期支付的合理价值）。 为便于识别，可以在发票上标注“价值仅供报关使用 - 免费”的字样，但必须列出正常售价。

(b) 除非在采购订单中约定并规定了包括现金折扣在内的其他付款条件，否则付款条件为自货物交付之日或服务履行之日起 60 天付清。

(c) 供应商发票必须包括以下信息：

- (1) 采购订单或一揽子采购合同编号
- (2) 一揽子采购合同版本编号
- (3) **Garmin** 零件编号（如适用）
- (4) 质量和价格

发票付款受所提供的信息影响。 发票信息必须与采购订单上的信息匹配。 向 **Garmin** 开发票时，装箱单信息也必须与采购订单信息匹配。 发票、采购订单和/或装箱单之间的信息差异会导致延期付款。

(d) 供应商允许的发票付款时间或接受现金折扣的时间应从 **Garmin** 收到发票之日或 **Garmin** 收到采购订单所包括的货物或服务之日两者中较晚的日期开始。 **Garmin** 对供应商发票收取延期不予负责。

(e) 采购订单中未定价的物品将以供应商为同等数量货物所收取的最低价格供应，而且不得超过向供应商的任何其他客户为类似物品和数量而报出或收取的现行价格。 供应商会将超出上述价格的任何金额退还给 **Garmin**。

(f) 只要有助于保护 **Garmin** 不受由于以下原因（但不限于）所致损失影响，**Garmin** 可以自行决定扣留全部或部分款项：

- (1) 未纠正不合格的工作；
- (2) 供应商或其代理或雇员的作为、不作为或过失导致的 **Garmin** 或第三方的人员或财产损害；
- (3) 供应商违反采购订单的任何规定；或
- (4) 供应商未能及时履行工作以满足完工日期的要求。

(g) 付款不代表接受任何不合格货物或服务。

6. 装运、运费条款与损失风险/所有权

- (a) 无论本采购订单中是否存在任何相反规定，货物的所有权和损失风险将仍由供应商承担，直至货物在采购订单中指定的地点交付，如未指定上述地点则在 **Garmin** 质量保证人员检查完毕交付时为止。
- (b) 除非采购订单中另行规定，否则价格包括包装费、搬运费、仓储费或运输费。
- (c) 装运单据必须显示采购订单编号。 装运条款和装运路线为采购订单中规定的条款和路线。 **Garmin** 可以修改当时尚未装运的任何货物的装运须知。
- (d) 供应商应确保本采购订单项下的所有货物均符合中国相关法律法规的规定，包括但不限于进口、标签和产品安全相关法律法规以及根据上述法律法规发布的实施规则。除非法律规定免除，否则对于预定进口到美国的所有货物，根据《美国法典》第 19 章第 1304 节要求进口到美国的所有外国物品在进口时均需明确标明其原产国名称。如产品性质允许，则必须在显著位置为商品标记易于辨认且能够长期保持的唛头。唛头必需以英文向最终采购商显示原产国，且采购商应能够轻松找到并阅读唛头。
- (e) 为了帮助贸易商将从国外供应商采购的产品出口到某个国家，全世界的所有海关当局均要求提交特定文件。因此需要供应商提供以下文件：
 - (1) 商业发票
 - (2) 装箱单
 - (3) 空运单或海运提单
 - (4) 其他认为必要的文件

7. 时间/计划/延期

- (a) 按照订单规定及时交付货物或服务非常重要。 供应商须在采购订单规定的交货日期前交付所有货物。必须按照采购订单规定的时间为 **Garmin** 装运货物和履行服务。如发生任何延期装运货物或履行服务的情况，则 **Garmin** 可能产生的所有追加费用由供应商承担。如 **Garmin** 认为供应商延期或预期延期交货或履行可能影响 **Garmin** 满足生产进度的能力或可能以其他方式妨碍其运营，则 **Garmin** 可完全自行决定全部或部分取消本采购订单项下的任何未交付货物以及终止采购订单。上述补救措施不视为针对供应商延期或不履行的唯一补救措施，而视为对本采购订单、普通法或衡平法中规定的 **Garmin** 可用的所有其他补救措施的补充。
- (b) 如果任何一方因超出其控制范围的事件而未能或延期履行其在采购订单项下的任何义务（包括任何付款义务），则该受影响一方无需对另一方承担责任或义务，亦不被视为违约或违反其在采购订单项下的义务，其中超出控制范围的事件包括但不限于以下不可抗力事件（以下简称“不可抗力事件”）：
 - (i) 天灾；(ii) 洪水、火灾、地震、传染病、流行病或爆炸；(iii) 战争、入侵、敌对行动（无论是否宣战）、恐怖威胁或行为、暴乱或其他内乱；(iv) 政府命令、授权、法律或行动；(v) 在采购订单日期当天或之后生效的禁运或封锁；(vi) 国家或地区紧急情况（包括公共卫生紧急情况）；(vii) 罢工、停工或怠工或其他行业骚乱。尽管本采购订单中存在任何相反规定，供应商供应品或储备品或供应商或其供应商的任何其他供应品或材料的减少、消耗、短缺、缩减或中断不得视为不可抗力事件。
- (c) 如果一方认为其履行采购订单项下义务的能力正在或将要受到不可抗力事件的影响，则该受影响一方须在其首次了解不可抗力事件后，在商业上合理的范围内尽快书面通知另一方，并告知另一方其履约能力将受到不可抗力事件的估计影响。受影响一方须尽一切商业上合理的努力，消除或补救任何未能或延期履行，并尽量减少此类不可抗力事件的影响。
- (d) 在供应商遭遇不可抗力事件的情况下，如果 **Garmin** 确信相关不可抗力事件妨碍供应商完全和/或及时交付本采购订单项下的货物或服务，并且供应商证明其无法通过商业上合理的步骤克服不可抗力事件的影响，则 **Garmin** 可选择：
 - (1) 要求供应商在不可抗力事件期间在其客户之间分配可以交付的货物；
 - (2) 取消任何或所有延期交货或缩减交货；或
 - (3) 取消本采购订单项下的任何未交付货物并终止采购订单。

如 **Garmin** 接受或取消缩减交货，则 **Garmin** 可从其他来源采购替代货物，这种情况下将视为本采购订单修改为取消 **Garmin** 采购供应商未交付货物的义务。不可抗力事件停止后，**Garmin** 可（但并无义务）要求供应商交付不可抗力事件期间未交付的货物。

- (e) 如果延迟或阻止一方履行的事件实际上并非真正的不可抗力事件，则另一方可将该方的不履行视为违约。

8. 质量保证

供应商同意制定并维护正式的质量计划并遵守以下规定的要求。如供应商不是采购订单所涵盖货物的制造商，则供应商应要求货物的制造商制定并维护以下所述的计划。本條所规定的供应商义务将扩展并适用于供应商的供应商、承包商和分包商。

- (a) 维护十 (10) 年质量记录。记录包括但不限于表明符合项目规格的检验、测试、返工和维修证明文件。
- (b) 对于标有序号的物品，所有文件应可以追溯到物品序列号。应完全遵守图纸、规格、测试程序、标准和采购订单的其他要求。
- (c) 应按照采购订单中引用或包括的要求和规格控制所有焊接、钎焊、精整加工、电镀或其他特殊工序。
- (d) 供应商有责任确保仅向 **Garmin** 交付符合 **Garmin** 核准的适用设计数据的产品。如供应商确定或发现有不符合 **Garmin** 规格和物品适用设计数据的此类物品，则供应商应联系 **Garmin** 要求对不符进行工程评审/处理。供应商应维护用于以下用途的系统：
 - (1) 识别已制成货物的缺陷；
 - (2) 跟踪上述货物至其交付给客户
 - (3) 立即通知客户所发现的缺陷；及
 - (4) 召回和维修/替换上述货物的计划。

Garmin 应不受供应商积极召回系统中供应商决定的约束，且符合性应最终由 **Garmin** 自行确定。在交付 **Garmin** 后供应商发现任何物品不合格时应立即向 **Garmin** 报告。

- (e) 被 **Garmin** 或供货商所拒绝或验收不合格的所有货物，包括货物的任一组装零件，均应立即销毁；且在任何情况下，被拒绝或验收不合格之货物或任何组装零件不得出售或以其他方式分配予第三人。双方同意若供货商未能遵守本项规定，则视为违反本文件的重要条款与条件。
- (f) 如采购订单要求中包括供应商现行质量控制手册，则应向 **Garmin** 提供其副本。
- (g) **Garmin** 及其客户应有权自行选择在供应商工厂或在其收货时对任何所有货物进行检验，尽管 **Garmin** 在检验之前已支付了货款，但仍可以行使该项权利。如 **Garmin**、其客户或任何政府实体，例如美国联邦航空管理局，在供应商的经营场所进行任何监督检查或测试（应用于航空产品的物品在美国的情况下），则供应商应免费提供所有合理设施和援助以保证检验员在履行其职责过程中的安全和便利。不会因为 **Garmin** 检验货物或未能检验货物而视为其接受任何缺陷货物或因此不符合规格的货物，或放弃由于上述缺陷或不符而引起的任何权利或的补救方法。
- (h) 应要求供应商及其供应商使用 **Garmin** 客户要求的任何特殊工艺、受控来源或 **Garmin** 在采购订单中规定的关键词。
- (i) 为使 **Garmin** 有充足的时间根据需要准备和执行评估，供应商必须在制造地点或第三方分包供应商有任何变化前发出书面通知。
- (j) **Garmin** 要求供应商在装运任何可焊部件前获得两 (2) 年以上的授权。 **Garmin** 可以根据产品类型和贮存条件，要求供应商按照《IPC/EIA/JEDEC J-STD-002B》程序 4.2 测试 A 和测试 B 的规定预先测试部件的可焊性。有保质期要求的材料在运至 **Garmin** 时必须有百分之五十 (50%) 以上的剩余保质期。
- (k) 供应商声明并保证其已制定用于确保为 **Garmin** 提供的供应商或材料均没有“可疑零件/假冒零件”的政策和程序，且据其所知所信证明没有向或正向 **Garmin** 提供上述零件。“可疑零件/假冒零件”是指可能是新产品但标签粘贴错误的零件，给人的印象是它们是不同的种类或质量，或者事实上它们来自于不同的来源。它们还包括被描述成美国、中国或其他适用政府指定为可疑零件的新零件或任何零件的贴有虚假标签的翻新零件。如 **Garmin** 合理确定供应商向其提供了可疑零件/假冒零件，则 **Garmin** 应立即通知供应商，而供应商则应立即用 **Garmin** 可接受的零件替换可疑零件/假冒零件。尽管本采购订单中有任何其他规定，但供应商应承担 **Garmin** 拆除和替换可疑零件/假冒零件所产生的所有成本，包括但不限于 **Garmin** 拆除上述可疑零件/假冒零件、重新插入替换零件以及可疑零件/假冒零件退换后重新安装供应商货物所必需的任何测试的外部和内部成本。

(l) 若供货商在供货商评估调查 (FRM-0006) 中提供给 Garmin 的有效认证在状态方面有变更, , 供应商应自变更之日起五 (5) 个工作日内以书面形式通知 Garmin。如供应商未能将其对有效证书的状态变更通知 Garmin, , 则可能会导致 Garmin 扣除供应商因支付状态变更而产生的任何材料或成本费用。

(m) 供應商應告知其員工、代理商、供應商及其代表下列事項：

- (1) 對於產品或服務舒適度之貢獻；
- (2) 對於產品安全性之貢獻；及
- (3) 道德行為之重要性，包括但不限於遵守 (FRM-0560) Garmin 供應商行為準則 (<https://www.garmin.com/en-US/suppliers/>)

9. 替代

- (a) 材料替代只能在获得 Garmin 的事先书面许可后进行。
- (b) 当物品的任何变更可能会影响配合、形状或功能时，供应商应提交“供应商变更通知”(SCN) 或“工艺变更通知”(PCN)。
- (c) 如 Garmin 批准任一替代材料，则供应商应保证上述替代物品的质量与最初要求的材料或工艺的质量接近或更高，且其使用寿命与最初要求的材料或工艺的使用寿命接近或更长。

10. 设计、工具等。

- (a) 除非本采购订单另行约定，否则供应商应提供履行本采购订单所需的所有材料、设备、工具和设施，费用自行承担。除非 Garmin 以书面形式另行约定，否则向供应商提供的或 Garmin 专门付款的任何设计、图纸、蓝图、材料、设备、工具或其他道具仍归 Garmin 所有 (“Garmin 财产”)。除非 Garmin 另行出具书面同意书，否则任何上述 Garmin 财产只能用于填写 Garmin 所下达的订单。
- (b) 如 Garmin 向供应商提供了上述 Garmin 财产，则供应商应根据 Garmin 的需求应 Garmin 的要求将相同的财产返回给 Garmin，但不得迟于本采购订单或后续未来采购订单的所有任何适用部分完成或终止时。
- (c) 供应商应自担风险使用上述 Garmin 财产，并在其保管期间承担相同财产的所有损失或损害。供应商应存放上述所有财产且保持其处于良好状态并进行修理，费用自行承担。Garmin 对其可能提供给供应商的本采购订单项下的任何财产的任何性质不做任何担保。
- (d) 供应商应建立、实施并维护一个用于识别、控制、核验、贮存和维护 Garmin 财产的系统。这可能包括工具、模具、测试夹具、货物、需加工的材料或诸如软件或工程图纸之类的知识产权。技术上可行时，应在工具上标记“Garmin 财产”字样并将其与属于供应商的财产分开存放。如上述产品丢失、损坏或者被盗用或不可用，则供应商应立即通知 Garmin 并维护记录。

11. 危险材料

- (a) 如在 Garmin 工厂时，供应商带进了任何需使用的有害材料，则安全保障主管必须了解这些材料及其相关危害。
- (b) 如依据采购订单采购的货物包括《美国联邦法规》第 29 章第 1910.1000-1056 节或《美国联邦法规》第 29 章第 1910.1200 节中定义或描述的任何物质，则供应商应在首批货物装运前或首批货物装运时提供现行材料安全数据表，所有集装箱应粘贴注有制造商名称和地址、有害材料特性以及适当的危险警告的标签。
- (c) 供应商还同意向 Garmin 提供的所有货物的内容应符合所有适用国家/联邦、州、地方和外国法律、规则和条例的规定，包括但不限于依据欧盟指令制定的法律。

12. 产品环境相关法规的遵从

- (a) 所有产品中使用的所有材料、部件和/或制成品必须符合最新版禁止/限制 (应申报) 物质清单 (GPN 001-00211-00 或 001-00211-01 (适用于穿戴式产品或组件) 的要求，“禁止/限制 (应申报) 物质清单”可自 <https://www.garmin.com/en-US/suppliers/> 取得)。
- (b) 除非 Garmin 准予免除，否则材料、部件和/或制成品严禁含有超出 GPN 001-00211-00 或 001-00211-01 (适用于穿戴式产品或元件) 中所列指定阈值的违禁物质。

- (c) 供货商必须针对供应用于 Garmin 产品中的材料、组件及/或成品货物，提供 GPN [001-00211-00](#) 或 [001-00211-01](#) (适用于穿戴式产品或组件) 中列出且内含上述项目之限制 (应申报) 物质的相关信息及/或申报数据。
- (d) 提供材料、组件及/或成品货物给 Garmin Automotive OEM 产品的供货商，并将依 Garmin 要求，提供完整的材料内容信息，包括全球汽车申报物质清单 (GADSL) 的项目，及透过国际材料数据系统 (IMDS) 提交信息予 Garmin IMDS 的账号#51641 (<http://www.mdsystem.com>)。

13. 冲突矿产相关法律的遵从

供应商应向 Garmin 提供包括其书面资助证书在内的所有信息（足够详细），以便 Garmin 及时符合 Garmin 及其客户的所有克尽职责的要求，以及符合《多德弗兰克华尔街改革和消费者保护法案》（“《多德弗兰克法案》”）第 1502 节和《1934 年证券交易法》规则 12p-1 和表 SD，以及所有类似和适用法令和条例中的披露和审计要求，包括可用于鉴别出售给 Garmin 的产品中所含冲突矿产（如《多德弗兰克法案》第 1502(e)(4) 节中的定义）的供应商供应链的调查。

14. 担保

- (a) 供应商的产品担保 供应商向 Garmin 做出如下声明和担保：
 - (1) 供应商将向 Garmin 移交不存在所有担保物权、留置权、手续费、限制条件或任何种类、性质或类型的产权负担的所有货物的所有权；
 - (2) 所有货物和服务应没有材料和/或工艺缺陷；
 - (3) 除非 Garmin 另行规定，否则所有货物应为新品而不是二手货或翻新品；
 - (4) 所有货物（及其包装）和服务应符合其描述和/或采购订单中因此所包含的规格、说明和图纸；及
 - (5) 所有货物应在各个方面符合其采购的特定用途且这些货物应适销。
- (b) 遵从法律之担保 除采购订单要求的或供应商提供的任何其他担保外，供应商承诺、声明并担保：
 - (1) 供应商不受任何法律、命令、法令、限制或禁止本采购订单或其所违反的协议或本采购订单项下预期交易完成的制约；及
 - (2) 根据本采购订单支付给供应商的款项或供应商的其他资产均不构成受美国法律规定的贸易限制制约的任何个人、实体或政府的财产或由其直接或间接实益拥有，包括但不限于：(i) 《国际紧急经济权力法》（《美国法典》第 50 章第 1701 节及其后各条）；(ii) 《敌国贸易法》（《美国法典》第 50 章附录 1 以及下列等等）；及 (iii) 据此发布的任何行政命令或条例，其结果是供应商销售人员、其管理成员或任何非管理成员（无论直接或间接）均被依法禁止（“受禁人员”）拥有。 受禁人员与供应商没有任何性质的任何利益（无论直接或间接）。
 - (c) 供应商有关反倾销税和反贴补税的担保。 供应商声明、担保、证明并承诺本采购订单项下销售的所有货物都是在不会导致被征收美国法律（《美国法典》第 19 章第 1671 节及其后各条）、欧盟法律（1995 年 11 月 22 日第 384/96 号理事会条例 (EC)，1996 年 11 月 28 日第 2277/96/ECSC 号理事会条例 (EC)）、上述法域中类似法律或任何其他货物出口目的国的法律规定的反倾销税和反贴补税的情况下进行的。 供应商将在法律允许的最大范围内保障、捍卫和保护 Garmin 及其附属公司免受因任何违反此担保的规定而引起的或与其有关的任何成本或费用（包括任何反贴补税或反倾销税）的影响。 被征收反贴补税和/或反倾销的情况下，Garmin 可以终止本采购订单，无需对本采购订单项下的供应商承担无论任何性质的进一步责任。 在受贸易纠纷相关协议制约或作为“例外条款”措施的补救方法或由于任何其他原因致使任何具有管辖权的当局对货物征收惩罚性关税或其他附加关税的情况下，Garmin 有权自行选择是否将上述关税增加视为不可抗力。

15. 补救方法

- (a) 如任何货物或服务有缺陷或者不完全符合该订单的要求，包括任何蓝图、规格、样品或发布的与其有关的说明，除其他权利外，Garmin 可以
 - (1) 要求供应商或 Garmin 指定的人员立即对其进行维修或纠正，费用由供应商承担；

- (2) 要求供应商退换上述货物，如供应商未能退换或拒绝退换，则退换同类货物，费用由供应商承担；或
- (3) 拒收包含有缺陷物品或不合格物品的任何装货或交货并由 **Garmin** 自行选择退货并获记帐存款或替换，上述退货的成本和风险由供应商承担。

如有必要，**Garmin** 会向供应商发布纠正措施要求 ("CAR")。 供应商应通过在自发布之日起的十四 (14) 个日历日内填写完成 CAR 表格以书面形式确定问题的根本原因，提供短期纠正措施、根本原因纠正措施计划以及各项纠正措施实施的目标完成日期。

- (b) 如供应商的货物需按照本采购订单的条款返工后使用，则 **Garmin** 保留要求供应商补偿其进行返工或检查返工所产生的合理费用的权利且供应商同意向 **Garmin** 支付。
- (c) 如 **Garmin** 违反本采购订单的规定，供应商的唯一补救方法是追回货物或上述违约前所装运货物的应付采购价格。

16. 赔偿

- (a) 无论索赔、损害赔偿、损失或费用在某种程度上是否是由本采购订单规定的受补偿方的侵权或过失行为或遗漏而导致的，供应商都应在法律允许的最大范围内保障并保护 **Garmin**、其客户、代理及他们中任一方的雇员（分别称为“受补偿一方”并统称为“受补偿各方”）免受完全或在某种程度上是由于供应商或供应商的任何分包商、他们直接或间接雇用的任何人，或他们可能应对其行为负责的任何人（“补偿方”）的侵权或过失行为或遗漏而导致的上述索赔、损害赔偿、损失和费用的影响，包括但不限于因使用供应商提供的货物和服务而产生的律师费。 本节中的任何内容均未要求补偿方赔偿受补偿方因其自身过失而导致的超出由于补偿方自身过失或比较过错所引起部分的索赔、损害赔偿、损失或费用。
- (b) 如订单涵盖在 **Garmin** 的经营场地进行的劳动，则供应商同意保障和保护受补偿方不受所有索赔、损害赔偿、损失和费用的影响，包括但不限于因履行该订单而导致任何人员或财产损伤或损害的律师费。 在供应商雇员、分包商、他们直接或间接雇用的任何人或他们可能应对其行为负责的任何人根据本节的规定赔偿任何个人或实体所遭受索赔的过程中，上述章节 (a) 中规定的赔偿义务不受《劳工赔偿法》、《伤残抚恤法》或其他《员工福利法》规定的供应商或分包商应付或应收的损害赔偿、补充或福利的数额或类型的限制。
- (c) 预期货物将由 **Garmin** 和/或其客户拥有、使用和/或出售。 如由于任何这些行为而遭到诉讼或由于侵犯货物、其制造或使用相关任何专利、商标、商业秘密、商品名称或版权而遭到诉讼威胁，则供应商应自担费用对上述诉讼进行抗辩并保障、维护和保护 **Garmin** 及其客户免受与上述诉讼或诉讼威胁有关的所有索赔、损害赔偿、损失、要求、成本和费用（包括律师费）的影响。 如 **Garmin** 和/或其利益继承者被禁止经营、使用和/或销售该订单中所包括的货物或任何服务或其任何部分，则供应商（费用自行承担）应采取所有可能的合理措施为 **Garmin** 和/或其利益继承者获得经营、使用和/或销售该订单中所包括的上述货物或任何服务或其任何部分的权利。 如供应商不能在合理的时间内获得上述权利，则供应商应随即（费用由供应商自行承担）：
 - (1) 改变上述货物或服务或其任何部分以免侵犯任何专利或其他专有权益，或
 - (2) 用不侵犯或妨碍任何上述专利或其他专有权益的货物或服务替换上述货物或服务或其任何部分；
 - (3) 取消上述货物或服务或其任何部分并将退还其收到的任何补偿，并向 **Garmin** 支付 **Garmin** 可能已支付或发生的与已取消货物或服务或其任何部分有关的任何运输成本和费用。

17. 保险

供应商应自担费用向具有 A 级资质的保险公司购买和保有全面有效的公众责任险，包括产品责任险，但任何情况下适合其业务的保险金额都不得少于 1,000,000.00 美元（美国）。供应商将根据 **Garmin** 的要求向其提供上述保险的凭证（包括保险的任何新凭证或已修订凭证）和/或指定 **Garmin** 为附加被保险人。

18. 劳动/服务

- (a) 如采购订单包括需在 **Garmin** 经营场地进行的服务或劳动，则供应商应遵循最高安全标准并遵守 **Garmin** 的所有工作指导和安全要求。 供应商应按照本一般条款和条件购买附录 A 中所述数额的工伤赔偿和雇主责任险、公共责任和财产损害险，并为 **Garmin** 提供附加被保险人背书和证实上述保险的保险人凭证，这些凭证应规定由此证实的保险责任范围不会被取消，提前 30 天通知 **Garmin** 的情况除外。

- (b) 在对 **Garmin** 的财产提供服务时，供应商应遵守 **Garmin** 的安全程序和公司政策，包括反骚扰政策，且需要在进行任何工作前填写《安全和保障确认表》。
- (c) 在因生产延期或供应商无法控制的其他原因导致其计划安装延期的情况下，货物将存放在 **Garmin** 工厂，除非 **Garmin** 反对，否则允许供应商为上述货物开发票。这种情况下，**Garmin** 可以保留在启动、测试、检验以及尚未完成的任何其他工作项目完工时扣除上述装货 20% 的发票金额的权利。产生的所有转账费和仓储费将单独协商解决。

19. 版权/知识产权

供应商承认并同意：任何商业秘密信息、可获得版权的工作成果以及供应商在履行本采购订单规定的服务的过程中开发、衍生或者产生的所有任何其他知识产权应归 **Garmin** 专属所有。如上述工作成果未视为归 **Garmin** 专属所有，则供应商应将上述材料的所有权利、所有权和权益转让并同意转让给 **Garmin**。

20. 法律遵从。

- (a) 在适用范围内，供应商向 **Garmin** 声明并担保：其会遵守适用于履行采购订单项下义务的所有国家/联邦、州、地方法律、法令、规定和条例，包括但不限于，《中华人民共和国劳动法》、《劳动合同法》，按照上述法律发布的随时修订的任何规则和条例、《1938 年美国公平劳动标准法案》（已修订）、已于 1965 年 9 月 24 日修订的第 11246 号行政命令规定的均等就业机会条款，以及根据上述《法案》和《命令》和指令发布或公布的任何规则、条例或命令。
- (b) 在适用范围内，供应商必须遵守有关安全生产和职业病防治的所有中华人民共和国法律和条例，包括但不限于、《安全生产法》、《职业病防治法》、按照上述法律发布的随时修订的任何规则和条例，以及《美国联邦法规》第 29 章第 1910 节一般安全条款和《美国联邦法规》第 29 章第 1926 节施工安全条款中规定的美国职业健康与安全管理局（OSHA）条例。
- (c) 在不限制前述规定的前提下，供应商向 **Garmin** 声明、担保并承诺：所提供的所有材料都不是产自受美国财政部从监管的任何禁运或制裁制约的任何国家或在这些国家加工的。
- (d) 供应商应保障、维护和保护 **Garmin** 及其附属公司不受因供应商未能遵守上述《法案》、《命令》、规则、条例或指令或违反本采购订单中所包括的声明、担保或承诺而引起的或与其相关的任何所有索赔、损害赔偿、要求、成本和损失的影响。该文件所证实类型的协议中包含的任何法律、法令、规则或条例要求的任何条款均应视为包括在本采购订单内。

21. 行为声明

- (a) 供应商了解并承认 **Garmin** 禁止供应商或潜在供应商向其合伙人提供礼物或其他报酬，成本极低的附送赠品除外。
- (b) **Garmin** 的政策是 **Garmin** 员工应避免参加与 **Garmin** 利益相冲突的或影响其在履行义务和责任的过程中的独立判断能力的任何活动，或者使其无法绝对忠于 **Garmin** 的任何活动，包括可能会产生利益冲突的任何私人活动或商业活动。
- (c) 供应商同意让其代表了解 **Garmin** 的政策，并同意如供应商或其任何代表有违反该政策的违规行为，**Garmin** 将有权取消本采购订单。供应商是指 **Garmin** 期望的供应商 ([FRM-0307](#)).

22. 保密/公开/广告

- (a) 供应商获得的或 **Garmin** 或其财产提供的关于 **Garmin** 的或与本采购订单中所包括货物和/或服务的采购有关的所有信息均为专有机密信息，供应商不得向任何其他人透露上述信息或自行将上述信息用于除履行本采购订单之外的任何其他目的，供应商事先获得 **Garmin** 书面许可的情况下除外。
- (b) 本采购订单中所包括的保密义务在本采购订单取消、终止和到期后仍然有效，且对供应商雇用的所有雇员、代理和顾问都具有约束力。
- (c) 除非法律要求，否则未经 **Garmin** 事先书面同意，供应商不得公开发布有关本采购订单的信息，或在任何广告、信笺抬头、公示或其他公众传媒或媒体传媒中使用 **Garmin** 或其任何母公司、附属公司和/或子公司所拥有的任何商品名称、商标、服务标志、符号或任何其他标识或简称、缩略词及其仿制品。

(d) 在 **Garmin** 工厂工作的所有承包商在进行任何工作前都必须签署保密协议 (NDA)。

23. 进口货物

(a) 供应商要求 - 供应商将向 **Garmin** 海关合规部提供包含在各个货物出口目的国进行进口报关所需的所有信息和文件的“预警”通知，**Garmin** 专属所有的信息除外。如 **Garmin** 已向供应商提供了有关税则归类、税率、进口物品价值、商品描述或任何群体相关声明的信息，则海关/商业发票上应正确显示上述信息。供应商将提供上述文件以及 **Garmin** 可能要求的其用于申请所采购货物或用所采购货物制成的物品的相关关税和税款退税的其他援助。供应商应在海关/商业发票或其他适用文件上正确显示本采购订单中所采购货物的原产国。当 **Garmin** 要求时，供应商应签署 **Garmin** 按照任何所有适用计划申请税收优惠可能需要的文件。供应商担保：本采购订单项下的所有销售都是在不会导致被征收美国法律或任何其他货物出口目的国法律规定的反倾销税、反补贴税或类似征税的情况下进行的。供应商担保将按照美国和对 **Garmin** 提供的与该订单有关的任何货物或技术数据具有管辖权的其他政府的适用要求对货物的所有转移和 **Garmin** 提供的数据进行管理。

(b) 进口安全申报 - 10+2 - 对于预定出口到美国的所有货物，供应商将与 **Garmin** 海关合规部门合作确保至少在装载预定出口到美国的海运货物前的 24 小时正确及时申报 ISF 所需的数据要素。

(c) 供应链安全 - 供应商担保其已经对其供应链安全程序进行了审查且这些程序及其实施情况符合美国海关和边境保护局海关 - 商贸反恐怖联盟 (C-TPAT) 计划中所述的标准。供应商特别担保其：在装载运输工具前采用 C-TPAT 规定的检验方法；保持已装载运输工具和空运输工具进行安全控制；采用经认证的高级安全密固定运输工具的门；并确保其供应商和/或业务合作伙伴遵守 C-TPAT 中所述的标准。供应商进一步担保和声明：其已制定和实施或将定和实施定期审查程序，如有必要，将对其供应链安全程序进行改善。供应商特别同意在其各个工厂进行年度安全审计并采取所有必要的纠正措施确保符合 C-TPAT 标准。供应商同意与 **Garmin** 共享上述年度审计的结果并同意制作并向 **Garmin** 提交关于在应对行动中采取的纠正措施的报告。如供应商不能采取适当的纠正措施，则 **Garmin** 可以（但并非必须）终止本采购订单。如供应商参加了任何供应链安全认证计划，例如 C-TPAT 或供应商所在国可能有会有的其他类似计划，则供应商应向 **Garmin** 提供上述参与行动的文件证明。

24. 出口核准条例(EAR)/国际武器贸易条例(ITAR)

供货商特此声明、保证及承诺在未事先取得 **Garmin** 书面同意前，绝不会以任何形式向 **Garmin** 提供受以下出口管制（统称“管制物品”）之任何货物、服务、软件、技术或信息：

(a) 贸易管制清单 (CCL) [任何超出 AT 范围均受管制]
(b) 美国军火列表 (USML)，或
(c) 瓦圣纳协议（管制两用产品和技术出口控制及军火列表）

供货商亦进一步声明、保证及承诺供应予 **Garmin** 之任一对象均已尽其所能的适用上述每一个出口管制规定；其中包括每一个项目是否(i)为军事应用而特别设计、修改、改造或配置，以及/或(ii)受上述 a,b 或 c 项之管制。对于不属供货商制造的每一个对象，供货商之代表保证及承诺已向原厂询问关于每一个对象的出口管制事宜，包括设计意向，以作为物份分析的一部份。供货商认知并了解上述 a,b, 及 c 项的管制要求涵盖设计（起草及确定），材料列表、零件、组件、子系统、系统，集成电路，软件代码（对象及原始码），模型，实体模型，设备，服务，建议，以及/或产品修改的需求。基于供货商之分析，在未事先取得 **Garmin** 书面同意前，并不会以任何方式提供 **Garmin** 受管制之对象，包括透过面对面讨论，电话交谈，电子邮件，同意提供信息、分享服务器、通信、备忘录、请求之回复、表达、软件以及/或技术之发布等电子途径的发布或传递方式，以及实际传递任一对象给 **Garmin** 的方式。

25. 适用法律

本采购订单及经证实的双方间的协议应受中华人民共和国法律管辖并应根据中华人民共和国法律解释。双方一致同意将本采购订单和双方间协议引起的或与其相关的任何争议提交采购订单下达地的人民法院处理。

26. 电子数据交换 (EDI)

(a) 双方可以使用电子商务使能技术进行业务表格交换（以下简称“EDI”）。双方可以通过电子方式传输数据进行采购。双方计划像实施通过交换纸质表格形成的合同一样实施通过电子传输数据方式形成的合同。如一方通过 EDI 接收到了难以理解的数据，则该方应立即通知发送方。各方同意提供适当的安全措施用于确保通过 EDI 进行的所有数据传输均为授权传输并防止数据的非授权访问、更改或丢失。各方将合理谨慎地像保留类似性质的直至文件一样对交易及其数据予以保密。

(b) **Garmin** 接受电子采购订单（包括说明、数量和有关产品采购的其他相关信息）并通过 EDI（电子数据交换）从事电子商务。但任何采购订单的条款和条件都不会对 **Garmin** 具有约束力，**Garmin** 以书面形式明确同意的情况除外。 **Garmin** 支持以下 EDI 文件：

810 - 发票、812 - 信贷/债务调整、816 - 组织关系、820 - 汇款通知、
824 - 申请通知、830 - 预测/计划、850 - 采购订单、852 - 销售点、
855 - 采购订单确认、856 - 提前装船通知、860 - 采购订单变更、
862 - 出货计划、864 - 文本文件、997 - 功能确认

(c) 如供应商已在 **Garmin** 的 EDI 系统中注册，则表明供应商承认本采购订单中规定的条款和条件适用于依据 EDI 规定下达的所有订单，即使本条款和条件并为分别通过电子方式与各个采购订单一起传输。

27. 其他规定

(a) 对本采购订单任何条款、条件或规定的弃权将不会构成对任何其他条款、条件或规定的弃权，且上述弃权也不应视为对相同条款、条件或规定的后续违约的弃权。

(b) 未经 **Garmin** 事先书面同意（**Garmin** 不得无理拒绝予以同意），供应商不得转让其权利或义务。

(c) 对于 **Garmin** 对所有到期或即将到期款项的申索，其可从因任何由此订单或与供应商的任何其他交易引起任何索赔中扣除或抵销。

(d) 如依据适用法律本采购订单的任一条款不可执行，则剩余条款可以依据适用法律执行，但无效条款涉及交易的核心事项的情况除外 - 在这种情况下，**Garmin** 保留取消或终止个别订单或本采购订单的权利。

(e) 如本采购订单的要求之间相互冲突，则应以对供应商工作要求最高的标准的规定为准。

(f) 无论是数学计算或本采购订单或提供给供应商的任何其他形式的表格中出现的 **Garmin** 的速记错误和书写错误均应予以改正。

(g) 本采购订单的任何变更必须由双方以书面形式变更后方可生效。

(h) 采购订单中的标题仅为便于使用而插入，并非意在构成解释或阐释本采购订单所含条款和条件的基础。

(i) 未经 **Garmin** 事先明确书面同意，供应商不得允许分包商或独立承包商履行订单。在 **Garmin** 允许分包的情况下，供应商应将 **Garmin** 的所有要求传达给其分包商和供应商，包括本条款和条件的所有要求。