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Between Manufacturer and Buyer 制造商与买方签署

“**Manufacturer**” includes Manufacturer’s Factory, Sister Companies, Employees, Investors and Sub Suppliers.

“**制造商**”包括制造商之工厂、姊妹公司、雇员、投资者及次供应商

1. **Statement on Changes 更改声明**

Supply Chain Changes 供应链的更改

On the attached RFQ sheet, Manufacturer has listed any sub-suppliers involved in production of this product. Manufacturer must not change sub supplier without Buyer’s written approval.

If Manufacturer implements a Change without Buyer’s written approval, Buyer will not be obligated to pay for the Changes or obligated to accept product even if the product is to spec.

在所附之 RFQ 表中，制造商列明所有涉及本产品之生产的次供应商。制造商不得在未经买方同意的情况下更改次供应商。如果制造商在未经买方书面同意的情况下更改次供应商，买方无义务就该更改付费，而且即使产品符合规格要求也无义务接受该产品。

Process Changes 加工的更改

Manufacturer will notify Buyer of all proposed changes that may affect processes, form, fit, function and performance. Manufacturer must not make such Changes without Buyer’s written approval. If Manufacturer implements a Change without Buyer’s written approval, Buyer will not be obligated to pay for the Changes or obligated to accept product even if the product is to spec.

制造商将通知买方所有可能影响加工，形状、配合、功能及性能的更改建议。制造商在未经买方书面同意的情况下，不得进行上述更改。如果制造商在未经买方书面同意的情况下进行上述更改，买方无义务就该更改付费，而且即使产品符合规格要求也无义务接受该产品。

Manufacturer is also responsible for changes made by manufacturer’s sub suppliers which may effect processes, form, fit, function, performance and supply chain.

制造商并对制造商之次供应商所作的可能影响加工，形状、配合、功能、性能及供应链的更改负责。

IMPORTANT 重要事项

Manufacturer should notify Buyer and reach express agreement with Buyer, before any changes are to be made anywhere in the supply chain such as 对以下任何事项的更改，制造商应通知买方并与买方达成明示协议：

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- ✓ Tooling and/ or Jigs are adjusted or changed 工具及/或夹具的调整或更改
- ✓ Production Equipment is changed 生产设备的更改
- ✓ **Sub-suppliers including Raw Material suppliers are changed** 次供应商包括原材料供应商的更改
- ✓ Any specs (material specs, design specs..) are changed 任何规格（材料规格，设计规格）的更改
- ✓ Testing Equipment, Methods and/ or Standards is changed 测试设备，生产方法及/或标准的更改
- ✓ Production Equipment is changed 生产设备的更改

In summary, Manufacturer does not have the right to change specs, production methods or sub-suppliers without buyer approval in advance of change.
总括而言，制造商在取得更改许可之前无权就规格，生产方法或次供应商进行更改。

签名 Signature Date 日期:
On behalf of Manufacturer 制造商

签名 Signature Date 日期:
On behalf of Buyer 买方

2. Warranty Terms 质保条款

By accepting the attached PO, Manufacturer and the buyer have agreed to enter into an arrangement where Manufacturer will serve as the Contract Manufacturer to supply the Buyer's product in accordance with mutually Approved Sample and/or Product Specifications.

通过接受所附订单，制造商及买方同意达成协议，制造商将做为合同制造商，根据双方批准的样版及/或产品规格向买方供应产品。

Warranty Against Defects 无缺陷保证

Manufacturer warrants that all products manufactured by Manufacturer are conforming to specification and free from defects in material and workmanship. A defective product refers to a product which does not meet the mutually Approved Sample, Blue Print or Product Specifications. Approved samples, prints, specification and their revisions are to be signed by both parties.

制造商担保所有由制造商制造的产品符合产品规格且在材料及工艺上没有缺陷。有缺陷产品指不符合双方批准之样版，图纸，或产品规格的产品。批准样版，图纸，规格以及对其所做的更改必须由双方签字认可。

Claims 请求

In the rare case that non-conforming goods are encountered, buyer should contact manufacturer ASAP. Buyer will work with Manufacturer to evaluate the scope of the problem so that corrective actions may be taken without further delay. Upon reasonable proof of non-conforming goods, **Buyer retains the right to make claim against Manufacturer for the value of the defective goods purchased. Buyer and Manufacturer may negotiate compensation in the form of repair, replacement or refund for any defective products.** Corrective actions shall be made in a timely fashion.

在遇到有不符质量要求产品出现的情况下，买方应立即与制造商联系。买方将与制造商共同努力以评估质量问题的范围，以便纠正行动不会迟延采取。在取得合理的质量不符证明后，买方保留向制造商请求相当于所购有缺陷产品之价值的赔偿。买方和制造商可以就赔偿方式如修理，更换或退款进行协商。纠正行动应及时进行。

签名 Signature Date 日期:
On behalf of Manufacturer 制造商

签名 Signature Date 日期:
On behalf of Buyer 买方

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3. Non-Compete Clause 非竞争条款

Manufacturer must not research and develop products that would be in competition to the Products in this PO without first obtaining written approval from Buyer.

未经买方书面同意，制造商不得在研究及开发与订单产品竞争的产品。

The Manufacturer must not supply **similar products** to companies in competition with buyer without the written approval of Buyer.

未经买方书面同意，制造商不得向与买方竞争之公司供应类似产品。

The Manufacturer agrees not to deal directly with buyer's client on this project or any other new project unless given confirmation from buyer. Should the buyer's client contact Manufacturer directly, Manufacture should request that Buyer handle communications.

制造商同意在此项目及其他新项目上不直接与买方的客户交易，除非取得买方确认。如买方客户与制造商直接联系，制造商应要求买方处理通信联系。

Manufacturer agrees not to share designs, brands and production methods with outside parties unless given permission by buyer.

制造商同意除非取得买方许可，不与其他方分享设计、品牌及生产方法。

签名 Signature Date 日期:
On behalf of Manufacturer 制造商

签名 Signature Date 日期:
On behalf of Buyer 买方

4. Mutual Benefit Statement 互利声明

A. Delivery Dates 交付日期

Time is of essence for the Delivery. When Manufacturer states delivery date or accepts a PO with delivery date, the buyer and buyer's customers plan supply chain accordingly. Samples and Initial Production runs often face unexpected delays, so buyer should be very conservative in its lead time forecasts. If a product is delivered early, everyone is happy. But if a product is delivered late, even late by 1 day, then that can be a big problem for Buyer.

按时交付具有重大意义。当制造商确定交付日期或接受载有交付日期的订单，买方及买方的客户即相应地计划供应链。样版和初始生产经常面临预料不到的延期，因此买方需要对完成时间的预测十分谨慎。如产品早日交付，各方均会高兴。但如交付延期，即使只迟一天对买方也会是一个大问题。

B. Questions 问题

In cases where the Manufacturer is unclear about specs, procedures or other requirements, Buyer welcomes any and all questions. The mutual goal is to solve problems together and avoid delays or let small problems turn into big problems. 如制造商对规格、程序或其他要求不清楚，买方欢迎任何及所有提问。各方共同的目标是一起解决问题及避免迟延或令问题演变为大问题。

C. Unforeseen Problems 无法预料的问题

If Manufacturer is going to be late, need a spec change, or face any other problems it is best to tell buyer ASAP, so that problems can be solved together ASAP. **Buyer is committed to working with Manufacturer to build a long term, mutually beneficial relationship. Do not fear that by voicing problems, the PO will be cancelled. Of course there will be problems, but only through communication can both sides work together to find solutions.**

如制造商可能迟延，或需要更改规格，或面临其他麻烦，应尽快告知买方，这样问题才可以尽快地共同解决。买方有义务与制造商一同努力以建立起长期的、互利的关系。不要觉得提出问题会丧失订单。当然问题会有，但只有通过沟通双方才会一起找到解决办法。

Conclusion 结论

The goal of this document is NOT to give problems to the Manufacturer. Buyer respects its Manufacturer, as they are Buyer's partner in the supply chain. Should changes be required, Buyer simply request that Buyer be involved in the process before changes are made. This is a policy designed to build trust, mutual respect, stable quality, repeat order and more profit for the Manufacturer!

本文件之目的并非给供应商制造问题。买方尊重其制造商，因为他们是买方供应链上的伙伴。如有任何更改需要，买方仅要求能在更改进行之前涉入更改过程当中。这是一项意在建立信任、相互尊重、稳定的质量、带给制造商持续的订单及更高的利润的政策。

Applicable Law and Dispute Solution

适用法律及争端解决

Chinese law shall be applied to this agreement. All disputes shall be submitted to the Chinese court with jurisdiction.

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本协议适用中国法律，所有争端提交有管辖权的中国法院解决。

I have read carefully the document and am in full agreement.
我方已仔细阅读本文件并表示完全同意。

签名 Signature Date 日期:
On behalf of Manufacturer 制造商

签名 Signature Date 日期:
On behalf of Buyer 买方

No. 2, 2nd Floor, Building 6, Huimin Huayuan
Luosha Dong Lu, Luohu District, Shenzhen, China, 518004
Phone: (86)-755-2540-3811, Fax: (86)-755-2540-2897, USA Fax: 561-258-3760
email: info@psschina.com
深圳市罗湖区罗沙东路惠名花园6栋2层2号
邮政编码518004
www.psschina.com