



Standard Terms and Conditions of Purchase

标准采购条款和条件

Effective August 1, 2024

生效日期：2024年8月1日

- 1. APPLICABILITY AND ACCEPTANCE OF TERMS.** These Terms and Conditions ("Terms") govern all purchases of Goods or Services by Preformed Line Products Company and its agents/affiliates ("PLP"), unless otherwise agreed to by PLP in writing. The Supplier issuing an acknowledgement of the Purchase Order ("Order") or commencement of work pursuant to PLP's Order confirms Supplier's acceptance of all terms and conditions herein. PLP expressly rejects all other terms and conditions, including but not limited to, those in Seller's documents and acknowledgements. Seller's acceptance of the Terms will be deemed to have occurred on the date such performance commences. PLP reserves the right to change the Terms, or issue new or updated terms, at any time, and all subsequent Orders shall be bound thereof.
- 2. PRICE AND PAYMENT.** The price stated on PLP's Order includes the Goods specified and all taxes, tariffs, storage, handling, packaging and all other expenses and charges of Seller and are not subject to increase without PLP's prior written approval. PLP shall pay invoices within sixty (60) days from receipt of Seller's accurate invoice, or other period agreed in writing. Where local regulations prohibit these payment terms, the maximum allowable at law shall apply.
- 3. PACKAGING AND SHIPPING.** Seller shall suitably pack, mark and dispatch all Goods in accordance with the requirements of PLP's Order, ISPM15 where applicable, and the requirements of common carriers, so as to secure lowest transportation costs with no additional charge to PLP. No charge shall be made for packing, boxing, crating, or storage, absent PLP's prior written approval. Seller shall properly mark each package, packing slip, bill of lading, and invoice with PLP's part number, order number and address. Where multiple packages comprise a single shipment, Seller shall consecutively number each package.
- 4. DELIVERY.** Upon request by PLP, Supplier shall provide PLP with the Supplier's manufacturing program, in a form subject to acceptance by PLP, in its sole discretion, detailing the progress of manufacture and/or service provision against such program until Goods are accepted by PLP in accordance with clause 5. Shipments shall be made in the quantities and at the times specified in the Order or in supplementary schedules furnished by PLP. Seller will obtain all specifications, standards, drawings, plans, instructions, or other descriptions furnished by PLP or cited on the Order (collectively, "Specifications"), and will ensure that all Goods are shipped in accordance therein. Supplier is responsible for ensuring all Orders delivered comply with all relevant import and export laws, and regional and national regulations covering PLP's receiving location. PLP reserves the right to refuse or return shipments made in excess of quantities ordered and shipments made before or after the times specified in the Order or in supplementary schedules furnished by PLP, at Seller's risk and expense. Seller shall immediately notify PLP in writing where it has reason to believe that deliveries will not be made as scheduled, setting forth the cause or causes of the anticipated delay, and the anticipated duration. Seller shall be responsible for all costs PLP incurs by reason of delivery not at the times and in the quantities specified, except where Seller can prove that the cause was not due to its own negligence.
- 5. INSPECTION AND TITLE.** All Goods specified in PLP's Order are subject to PLP's right of inspection and rejection. PLP may inspect Goods in Seller's plant during production without waiving its right to subsequently reject such Goods for undiscovered or latent defects. Acceptance of the Goods by PLP occurs only when all the requirements of the Order subject to these Terms have been met and have successfully passed PLP's inspection, Title to, and the risk of loss or damage of, the Goods specified in the Order shall pass from Seller to PLP upon PLP's acceptance of the Goods at the destination specified on the Order. Upon receipt at the destination, PLP may inspect the Goods, but such inspection does not indicate PLP's acceptance thereof, and does not preclude PLP's right to reject such Goods under clause 6.
- 6. WARRANTIES.** Seller warrants that all Goods covered by the Order will: (a) conform to the Specifications; (b) be fit and sufficient for the purpose for which they were manufactured and sold; (c) be merchantable, (d) be of good material and workmanship, and free from defects, whether latent or patent; and (e) be in compliance with all applicable laws, regulations, and ordinances of a relevant governmental authority or agency. PLP shall notify Seller in writing, where it rejects all or part of the Goods, and PLP may either return the rejected goods to Seller or hold them for such disposal as Seller may specify, at Seller's risk and expense.
- 7. PATENTS.** Seller warrants that the Goods covered by the Order and the sale or use of such Goods will not infringe upon the rights of any third party (including, without limitation, any copyright, registered design, patent, trademark, confidential information or otherwise) or violate any applicable Law and the Seller will indemnify, defend, protect and save harmless PLP, its successors, assigns, customers and users of its products, against all suits at law or in equity and from all damages and expenses resulting from claims and demands for actual or alleged infringements of any patent or other intellectual property right by reason of the sale or use of the Goods covered by the Order. PLP shall have the right to be represented by counsel of its own choice, at its own expense, without affecting the obligations of Seller hereunder.
- 8. CHANGES.** PLP reserves the right to make changes at any time in: (a) Specifications; (b) the method of shipment or packing; (c) the place or time of delivery, including suspension of shipments; and (d) these Terms.
- 9. CANCELLATION WITH CAUSE.** PLP reserves the right to cancel the Order partially or entirely upon any of the following events: (a) Seller's failure to provide Goods which conform to the warranties provided herein; (b) Seller's failure to make deliveries as specified in the Order or as specified in PLP's supplemental schedules; (c) Seller's breach of any terms or conditions of the Order; (d) Seller's insolvency; (e) Seller's filing of a voluntary petition in bankruptcy; (f) the filing of an involuntary petition to have Seller bankrupt, providing it is not vacated within 30 days from the date of filing; (g) the appointment of a receiver or trustee for Seller provided such appointment is not vacated within 30 days from the date of such appointment; or (h) the execution by Seller of any assignment for the benefit of creditors. In the event of any such cancellation, PLP, without prejudice to any other rights available to it for breach of contract, shall have the right: (i) to refuse or accept delivery of any Goods covered by the Order; (ii) to return to Seller any Goods already accepted and to recover from Seller all payments made for such Goods (and for freight, storage, handling and other expenses incurred by PLP in connection therewith); (iii) to recover any advance payments to Seller for undelivered or returned Goods; and (iv) to purchase replacement Goods elsewhere and charge Seller with any resultant losses.
- 10. CANCELLATION WITHOUT CAUSE.** PLP reserves the right to cancel the Order, in whole or in part, at any time, without cause or default on the part of Seller. Seller shall, upon PLP's request, to the extent specified cease work and suspend shipments of Goods and/or Services. PLP shall be liable for any directly incurred costs resulting from such cancellations and suspensions up to the point of cancellation or suspension, and the Order shall be modified accordingly. PLP shall not be liable for its failure to accept Goods covered by the Order where such failure has resulted from causes beyond PLP's reasonable control.

- 《条款》的适用范围和接受。** 本文所载的条款和条件（下称“《条款》”）适用于 Preformed Line Products Company 及其代理/关联公司（合称“PLP”）采购货物或服务，但 PLP 另有书面约定的除外。供应商发出采购订单（“订单”）确认书或根据 PLP 的订单开工，即表示供应商接受本文所载的所有条款和条件。PLP 明确拒绝所有其他条款和条件，包括但不限于卖方文件和确认书中的条款和条件。卖方开始履行《条款》之日，即视为卖方已经接受《条款》。PLP 保留随时更改《条款》或发布新版《条款》或经更新《条款》的权利，所有后续订单均受最新《条款》约束。
- 价格和付款。** PLP 订单中所示的价格包括所列货物款项以及卖方的所有税费、关税、储存费、搬运费、包装费以及所有其他费用和收费，未经 PLP 事先书面批准，该价格不得增加。PLP 应在收到卖方的准确费用清单后六十 (60) 天内或在书面商定的其他期限内按费用清单付款。如果当地法规禁止上述支付条款，则应遵守法律允许的最长期限支付条款。
- 包装和运输。** 卖方应根据 PLP 订单要求、《国际贸易中木质包装材料管理准则》(ISPM15)（如适用）以及公共承运人的要求适当包装、标记和运送所有货物，以确保将运输成本维持在最低水平，且不会使 PLP 承担额外费用。未经 PLP 事先书面批准，不得对包装、装箱、打包或储存收取任何费用。卖方应正确标记每个包件、装箱单、提单和费用清单，注明 PLP 的零部件号、订单号和地址。当一批货物由多个包件组成时，卖方应对每件包件连续编号。
- 交货。** 在 PLP 提出要求时，供应商应向 PLP 提供供应商的生产计划（其格式应由 PLP 自行决定是否接受），详细说明在 PLP 根据第 5 条验收货物之前，根据该计划进行生产和/或提供服务的进展情况。发货应按订单或 PLP 提供的补充计划表中规定的数量和时间进行。卖方将获得 PLP 提供的或订单中提及的所有规格、标准、图纸、计划、说明或其他描述（合称“规格”），并将确保所有货物按照其中的规定发货。供应商负责确保交付的所有订单符合所有相关进出口法律，以及适用于 PLP 收货地点的地区和国家法规。PLP 有权拒收或退还超出订购数量的货物以及在订单或 PLP 提供的补充计划表中规定的时间之前或之后发出的货物，风险和费用由卖方承担。如果卖方有理由认为无法按计划交货，卖方应立即书面通知 PLP，说明预计延迟的原因和预计延迟时长。卖方应承担 PLP 因未按规定时间和数量交货而产生的所有费用，但卖方能够证明相关原因不是因其自身过失所致除外。
- 检查和所有权。** PLP 有权对 PLP 订单中所列的所有货物进行检查并拒收。PLP 可在生产过程中检查卖方工厂内的货物，但行使此权利并不意味着放弃随后因未发现或潜在的缺陷而拒收该等货物的权利。只有在符合《条款》项下订单的所有要求并顺利通过 PLP 的检查后，PLP 方可接受货物。PLP 在订单上指定的目的地验收货物后，订单中指定货物的所有权以及灭失或损坏风险应由卖方转移给 PLP。在目的地收货后，PLP 可检查货物，但该等检查并不表示 PLP 接受货物，也不排除 PLP 根据第 6 条拒收货物的权利。
- 保证。** 卖方保证，订单涵盖的所有货物将：(a) 符合规格；(b) 适合并足以实现生产和销售目的；(c) 适销，(d) 材料和工艺良好，不存在潜在或表面缺陷；(e) 符合相关政府部门或机构的所有适用法律、法规和条例。如 PLP 拒收全部或部分货物，应书面通知卖方，PLP 可将拒收的货物退还给卖方，或暂留货物，以便按卖方指定的方式处置，风险和费用由卖方承担。
- 专利。** 卖方保证，订单所涵盖的货物以及该等货物的销售或使用不会侵犯任何第三方的权利（包括但不限于任何版权、注册设计、专利、商标、机密信息或其他权利），也不会违反任何适用法律；对于因销售或使用订单所涵盖货物而实际或指称侵犯任何专利或其他知识产权引起的权利主张和要求导致依据法律或衡平法提出的所有诉讼以及由此产生的所有损害和费用，卖方将向 PLP 及其继承人、受让人、客户和用户作出赔偿、为其进行抗辩并提供保护，使其免受损害。PLP 有权自行选择律师作为其代表，费用自理，但不影响卖方在本《条款》项下的义务。
- 变更。** PLP 保留随时更改以下各项的权利：(a) 规格；(b) 运输或包装方式；(c) 交货地点或时间，包括暂停运输；以及 (d) 本《条款》。
- 因故取消。** PLP 保留在出现下列任一情形时部分或全部取消订单的权利：(a) 卖方未能提供符合本《条款》项下保证的货物；(b) 卖方未能按订单或 PLP 补充计划表的规定交货；(c) 卖方违反订单的任何条款或条件；(d) 卖方破产；(e) 卖方自愿申请破产；(f) 非自愿申请卖方破产，并且在申请之日起 30 天内未撤销申请；(g) 为卖方指定接管人或受托人，并且在指定之日起 30 天内未撤销指定；或 (h) 卖方为债权人的利益进行任何转让。如果订单因前述任何原因被取消，PLP 有权在不损害因违约而享有的任何其他权利的情况下：(i) 拒绝或接受订单所涵盖的任何货物的交付；(ii) 向卖方退还已接受的任何货物，并向卖方追回为该等货物支付的所有款项（以及 PLP 因此而产生的运费、仓储费、处理费和其他费用）；(iii) 收回就未交付或退回的货物支付给卖方的任何预付款；(iv) 从别处购买替代货物，并要求卖方偿还由此造成的任何损失。
- 无故取消。** PLP 保留随时全部或部分取消订单的权利，卖方无需给出理由，也不会承担违约责任。收到 PLP 的要求后，卖方应在规定的范围内停止工作并暂停货物运输和/或服务提供。PLP 应承担在该等取消或暂停之前因取消和暂停而产生的任何直接费用，并应相应修改订单。如果因超出 PLP 合理控制的原因导致 PLP 未能接受订单所涵盖的货物，PLP 不承担责任。



Standard Terms and Conditions of Purchase

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- 11. TOOLS AND MATERIALS OWNED BY PLP.** Any tools, equipment or material manufactured or purchased pursuant to PLP's order shall become the sole property of PLP upon payment from PLP to Supplier or as agreed otherwise in writing. Seller shall be responsible for and protect PLP against loss of or damage to, tools, (including dies), equipment, materials and other articles owned by PLP but in Seller's care, custody, possession, or control and maintain them in good condition and not use the same other than in accordance with fulfillment of PLP's Order and shall not dispose of them absent PLP's written authorization. Seller shall not be responsible or liable for normal loss of or damage to such items arising from processing or manufacturing in accordance with industry standards. Upon completion of all Orders, termination or cancellation of the Order, Seller's breach of the Terms, or where PLP directs, Seller shall immediately return all such items to PLP at PLP's direction. The complete PLP Tooling terms and conditions are available at www.plp.com.
- 12. INDEMNIFICATION.** Seller shall indemnify, defend, and hold harmless PLP for all losses, expenses, damages, demands, expenses and claims, including attorneys' fees, arising in connection with or out of any injury, or alleged injury, to persons (including death), or damage or alleged damage sustained or alleged to have been sustained in connection with, or to have arisen out of, Seller's performance herein, including, losses, expenses, injuries or damages sustained by PLP, or PLP's employees, agents. Without limiting the rights herein, PLP has the right to be represented by counsel of its choice, at Seller's costs.
- 13. AUDIT.** PLP has the right to audit Seller's books, records, documents, and facility, upon reasonable notice to Seller to assure itself of Seller's compliance with the Terms.
- 14. PERFORMANCE.** The failure of a party to insist upon performance of any of the Terms or to exercise any right or privilege shall not waive the future performance of such term, condition, right or privilege or of any other terms, conditions, rights, or privileges, whether of the same or similar type.
- 15. LIMITATION ON REMEDIES.** PLP shall not be liable to Seller or to any third party for indirect, incidental, consequential, punitive, or exemplary damages (including loss of business or lost profit damages) arising in connection hereunder. The rights and remedies herein expressly provided shall be in addition to any other rights and remedies given by law to PLP.
- 16. SUBCONTRACTORS.** Seller may not use any subcontractor absent prior notice to PLP. The provisions of this Agreement shall be included in every subcontract Seller's use of any subcontractor shall in no way limit its liability hereunder, and Seller shall remain liable for all act and omissions of its subcontractor.
- 17. CONFIDENTIALITY.** Seller agrees that all information furnished by or obtained from a party in connection herewith will be confidential, and a party agrees not to (i) disclose any such information to any other person, or (ii) use such information for any purpose for which it was not intended. Seller shall treat PLP's confidential information with the same degree of care as it treats it own, no less than reasonable care, to include the operation and maintenance of an information and cybersecurity program.
- 18. DISCRIMINATION.** The Seller and its Agents shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, colour, religion, sex, or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, colour, religion, sex, national origin, protected veteran status or disability.
- 19. ETHICAL STANDARDS.** Seller, its employees, officers, agents, representatives, and Subcontractors ("Agents") agree that at all times it shall maintain the highest ethical standards and avoid conflicts of interest in its performance hereunder. In conjunction with its performance hereunder, Seller and its agents shall comply with all applicable laws, statutes, regulations, and other requirements, including, but not limited to, those prohibiting bribery, corruption, kickbacks, or similar unethical practices such as, without limitation, the United States Foreign Corrupt Practices Act and PLP's Supplier Code of Conduct, available on its website. Seller shall indemnify and hold PLP harmless from all fines, penalties, expenses, or other losses sustained by PLP as a result of Seller's breach hereof.
- 20. PUBLICITY.** The Seller shall not use the PLP trademark or trade name for any public announcement or advertising or make any release regarding PLP Orders without PLP's express written authorisation.
- 21. GOVERNING LAW.** The rights herein and the construction of the Terms shall be governed by the laws of the country or state, as applicable, of the PLP purchasing locations legal entity's incorporation without giving effect to principles of conflict of laws. The UN Convention on the International Sale of Goods (CISG) is expressly excluded.
- 22. ASSIGNMENT.** Seller may not assign its rights or delegate its obligations under this Agreement without PLP's prior written consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 23. STATUS.** The relationship of the parties in the performance of this Agreement shall be solely that of independent contracting parties, and nothing in this Agreement shall be construed as creating any other relationship, including agency, partnership, or employment relationships. Neither party shall hold itself out as or claim to be an officer, partner, employee, or agent of the other by reason of this Agreement or the relationship created hereby.
- 24. ENTIRE AGREEMENT.** Unless agreed otherwise in writing the Terms constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior communications and understandings with respect to the same subject matter. PLP's waiver of one provision of this Agreement on one occasion shall not be construed as a waiver of that provision on any other occasion, or as a waiver.
- 25. SEVERABILITY.** Each provision hereof shall be severable, and in the event any provision hereof is held to be contrary to law, invalid or unenforceable, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.
- 26. HEADINGS.** The paragraph headings herein are solely for the convenience of and reference by the parties and do not constitute any part of the Terms.
- 27. WAIVER.** The failure of PLP to insist upon performance of any Terms or to exercise any right or privilege shall not waive the future performance of such term, condition, right or privilege or of any other terms, conditions, rights, or privileges, whether of the same or similar type.
- 28. LANGUAGE.** This Agreement shall be governed, interpreted, and construed in the English language hereof, regardless of any translation that may be made into any other language.
- 11. PLP 拥有的工具 and 材料。** 根据 PLP 的订单生产或购买的任何工具、设备或材料在 PLP 向供应商付款后或按照其他书面约定单独归 PLP 所有。卖方对由 PLP 拥有、但由卖方照管、保管、占有或控制的工具（包括模具）、设备、材料和其他物品负责，并应保护其不会受到损失或损坏；同时，应确保这些物品处于良好状态，不得将其用于履行 PLP 订单以外的目的；并且未经 PLP 书面授权，不得处置它们。对于因按照行业标准加工或制造而造成的该等物品的正常损失或损坏，卖方概不负责。在完成所有订单、终止或取消订单、卖方违反《条款》时，或者在 PLP 指示时，卖方应立即按照 PLP 的指示将所有该等物品归还给 PLP。完整的 PLP 工装条款和条件参见 www.plp.com。
- 12. 赔偿。** 对于因卖方履行本《条款》而遭受或声称遭受的实际或指称人身伤害（包括死亡）或实际或指称损害（包括 PLP 或 PLP 的雇员、代理遭受的损失、支出、伤害或损害）而引起的或与之相关的所有损失、费用、损害、要求、支出和索赔（包括律师费），卖方应赔偿 PLP，为 PLP 进行辩护，并使其免受损害。在不限制本《条款》项下权利的情况下，PLP 有权由其选择的律师代表，费用由卖方承担。
- 13. 审核。** PLP 有权在合理期限提前通知卖方后，审核卖方的账簿、记录、文件和设施，以确保卖方遵守《条款》。
- 14. 履约。** 一方未能坚持履行本《条款》的任何条款、条件或行使任何权利或特权，不得被视为放弃未来履行或行使该等条款、条件、权利或特权或任何其他相同或类似类型的条款、条件、权利或特权。
- 15. 救济限制。** 对于与本《条款》相关而产生的间接、附带、后果性、惩罚性或惩戒性损害（包括业务损失或利润损失），PLP 对卖方或任何第三方不承担任何责任。本《条款》中明确规定的权利和救济是对法律赋予 PLP 的任何其他权利和救济的补充。
- 16. 分包商。** 未事先通知 PLP，卖方不得使用任何分包商。本《条款》的规定应包含在每份分包合同中。卖方使用任何分包商不得以任何方式限制卖方在本《条款》项下的责任，卖方应始终对其分包商的所有作为和不作为负责。
- 17. 保密。** 卖方同意，由一方提供或从一方获得的与本《条款》相关的所有信息均为机密信息，一方同意：(i) 不向任何其他人披露任何该等信息，或 (ii) 不将该等信息用于任何非预期目的。卖方应以与其对待自身机密信息相同的谨慎程度对待 PLP 的机密信息，不得低于合理谨慎程度，所采取的行动包括实施和维护信息和网络安全计划。
- 18. 歧视。** 卖方及其代理应遵守《美国联邦法规》第 41 编第 60-1.4(a)、60-300.5(a)、60-741.5(a) 条的要求。这些法规禁止因资格人员的受保护退伍军人或残障人士的身份歧视他们，并禁止因种族、肤色、宗教、性别或国籍歧视所有人。此外，这些法规要求相关实体采取积极措施，在聘用人员并晋升其职位时，不考虑种族、肤色、宗教、性别、国籍、退伍军人身份或残疾状况。
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