

BISSELL Healthy Home Products (Shenzhen) Co. Ltd.

必胜益康家居用品（深圳）有限公司

BISSELL Purchase Order

必胜采购订单

Terms and Conditions

条款及细则

1. Acceptance & Governing Terms. These terms and conditions form a part of, and are incorporated into, a “Purchase Order” issued by BISSELL Healthy Home Products (Shenzhen) Co. Ltd. (hereinafter “**BISSELL**”) for the purchase of goods or services specified on the Purchase Order. The Purchase Order constitutes an offer by BISSELL, made to the seller/vendor identified on the Purchase Order (hereinafter “**Supplier**”), to purchase certain goods and services (individually referred to herein as “**Goods**” or “**Services**”, or collectively referred to herein as “**Goods/Services**”) specified on the Purchase Order. The Purchase Order does NOT constitute an acceptance of any offer, quote or proposal made by Supplier. Any reference to, or inclusion of, an offer, quote or proposal made by Supplier (even if signed by BISSELL) is solely for the purpose clarifying the description and/or specifications associated with the Goods/Services, but shall have no legal effect and is not intended by the parties to conflict with the Purchase Order. Supplier’s (i) written acceptance, (ii) commencement of any work under the Purchase Order, or (iii) any other conduct by Supplier that recognizes the existence of a contract with respect to the subject matter of the Purchase Order shall constitute Supplier’s complete and full acceptance of the Purchase Order and these terms and conditions without exception. The parties agree that to the extent Supplier provides any documents or terms that are in addition to, in conflict with, or inconsistent with the Purchase Order or these terms and conditions, Supplier’s terms are and shall be expressly rejected by the parties, and without force or effect. For clarification, these terms and conditions shall govern notwithstanding any conflict with Supplier’s acceptance, acknowledgment or other stated terms, and shall be deemed incorporated into the Purchase Order as if set forth fully therein. The obligations of Supplier hereunder shall extend to all BISSELL “Affiliates” which are defined as entities that (i) own, (ii) are owned by, or (iii) are under common ownership with, BISSELL. BISSELL may withdraw an offer for the purchase of Goods/Services at any time prior to receiving written acceptance from the Supplier.

承诺和管辖条款。本条款及细则构成必胜益康家居用品（深圳）有限公司（下称“**必胜**”）就采购订单中指定的商品或服务签发的“采购订单”的一部分，并纳入该等订单。采购订单构成必胜向采购订单中定义的卖方/供货商（下称“**供应商**”）发出的购买采购订单中指定的商品和服务（单称“**商品**”或“**服务**”，或合称“**商品/服务**”）的要约。采购订单不构成对供应商的任何要约、报价或提议的承诺。供应商提出的要约、报价或提议（即使由必胜签署）的任何提及或纳入，仅为澄清与商品/服务相关的说明和/或规格之目的，但不具有法律效力，且双方无意与采购订单发生冲突。供应商的(i)书面承诺，(ii)在采购订单项下展开的任何工作，或(iii)供应商承认存在与采购订单主题事项相关的合同的其他任何行为，应构成供应商对采购订单和本条款及细则的不含例外的完全的接受。双方同意，如果供应商提供了任何采购订单或本条款及细则以外的任何文件或条款，或其提供的任何文件或条款与采购订单或本条款及细则相冲突或不一致，供应商的条款被且应被双方明确拒绝，且该等条款不具有效力或影响。为明确起见，即使本条款及细则与供应商的承诺、认可或其他阐明的条款有任何冲突，本条款及细则应适用，并应被视为纳入采购订单，如同在采购订单中全面载明。供应商在本条款及细则项下的义务应延伸适用于所有必胜“关联方”，该等关联方被定义为(i)必胜的股东，(ii)由必胜持有的实体，或(iii)和必胜共同受其控制的实体。必胜可在收到供应商的书面承诺之前的任何时间撤回购买商品/服务的要约。

2. Quantity. The quantity of Goods shall be defined in the Purchase Order. If Supplier delivers excess Goods, BISSELL may return such excess to Supplier at Supplier’s expense or retain the excess, in which case BISSELL shall not be required to pay for the excess unless and until BISSELL shall make use of such excess. BISSELL’s acceptance of a delivery containing less than the required quantity shall not relieve Supplier of its obligation to deliver the balance of the ordered Goods, and does not waive any of BISSELL’s rights with respect to a default under the terms and provisions of the Purchase Order for incomplete delivery. Authorized Services will be defined in the Purchase Order or a Description of Services/Statement of Work (“**DOS**”) that has been entered into between the parties. BISSELL is under no obligation or commitment to purchase Services beyond what has been specifically authorized in advance by BISSELL.

数量。商品的数量应在采购订单中明确。如果供应商交付了多余的商品，必胜可将该等多余商品退还给供应商，相关费用由供应商承担，或由必胜保留该等多余商品，在这种情况下，必胜无需就多余商品付款除非且直到必胜使用该等多余商品。如必胜接受的交货数量少于所需数量，其接受不得免除供应商交付所订购商品的未交付部分的义务，也不放弃必胜因部分交货而对采购订单的条款和规定项下的违约所享有的任何权利。授权服务将在采购订单或双方已订立的服务说明/工作说明书 (“**DOS**”) 中予以规定。必胜无义务或未承诺购买在必胜事先特别授权范围之外的服务。

3. Delivery, Invoices and Payment Terms. For Goods: Unless otherwise agreed by the parties in writing, the Goods shall be delivered by the means, at the time, to the destination and under other terms and conditions (if any) as specified in the Purchase Order. Supplier will incur all delivery expenses to get Goods to the designated destination including origin port fees and export clearance (if any). Deliveries shall (i) follow BISSELL's transport procedures, (ii) be suitably packed for transportation by Supplier in accordance with the specifications, and (iii) be marked for transportation to the destination specified in the applicable Purchase Order. Unless otherwise specified on the Purchase Order or any other written agreement, Supplier shall issue value added tax ("VAT") invoice for the Purchase Order to BISSELL within 5 days after its confirmation of such Purchase Order and deliver the Goods to BISSELL within 10 days after such confirmation. BISSELL shall pay the relevant amount of the VAT invoice within 30 days after receipt of such invoice. Supplier shall bear all risk of loss until acceptance of delivery by BISSELL. Title to Goods shall pass upon delivery at specified destination, or sooner if otherwise specified on the Purchase Order. If a delivery date is specified on the Purchase Order, BISSELL may refuse delivery of Goods that arrive more than two (2) days prior to the stated delivery date. Supplier is responsible for any premium freight charges incurred to meet any delivery date. Supplier shall ensure that each transport/delivery is accompanied by applicable Material Safety Data Sheets and Certificates of Analysis. Supplier shall deliver Goods just-in-time (JIT). For Services: The authorized Services will be delivered pursuant to the timelines, deliverables and stated prices/costs contained in the Purchase Order, DOS or similar BISSELL generated document. BISSELL is under no obligation or commitment to purchase Services that are not delivered consistent with agreed upon timelines, deliverables and stated prices/costs. Unless otherwise provided in the Purchase Order or any other written agreement, Supplier shall render the Services as specified in the Purchase Order within 5 days after its confirmation of such Purchase Order. Supplier shall submit a VAT invoice of the relevant amount to BISSELL only after Services have been fully rendered and recognized by BISSELL and BISSELL will make the relevant payment within 30 days after the receipt of such VAT invoice. For Goods/Services: All invoices issued by Supplier shall be accurate and contain the corresponding Purchase Order number. The Goods/Services shall be furnished at the price set forth in the Purchase Order. Supplier must obtain BISSELL's prior written consent to exceed the price set forth in the Purchase Order. Supplier acknowledges and agrees that its failure to obtain such prior written consent relieves BISSELL from paying any prices, fees, costs or expenses that exceed the price set forth in the Purchase Order, and constitutes Supplier's waiver and permanent discharge of all claims against BISSELL for any prices, fees, costs or expenses in excess of the Purchase Order. Unless otherwise specified in the Purchase Order, payment will be made in Chinese Yuan. BISSELL, may at any time, set-off any amounts Supplier owes BISSELL against any amounts BISSELL owes to Supplier or any of its affiliated companies. Supplier warrants that the prices for the Goods/Services are no less favorable than those currently extended to any other customer for the same or similar Goods/Services in similar quantities. BISSELL shall receive the full benefit of all discounts, premiums and other favorable terms of payment customarily offered by Supplier to its other customers. If Supplier reduces its price of the Goods/Services during the term of the Purchase Order for other customers, Supplier shall correspondingly reduce the prices in the Purchase Order to BISSELL. Supplier warrants that the prices in the Purchase Order are complete and no additional charges of any type shall be added without BISSELL's prior written consent including, without limitation, goods and services tax, duties, customs, tariffs, taxes, shipping, packaging, labeling, storage, insurance, boxing, crating/containers, travel costs, lodging, mileage and meals. Supplier shall not charge or invoice BISSELL for any travel time, general office administration costs or routine communication or postage expenses. All claims for money due or to become due from BISSELL shall be subject to deduction or set-off against sums owed by Supplier or by reason of any counterclaim arising out of the Purchase Order. Such deduction or setoff shall be in addition to any other rights or remedies available to BISSELL at law or pursuant to these terms and conditions. The Supplier's right to payment under this clause is subject to valid tax invoice being delivered to BISSELL.

交付、发票和付款条件。 对于商品：除非双方另有书面约定，商品应按采购订单中规定的方式、时间和其他条款和条件（如有）交付至采购订单中列明的目的地。供应商将承担将商品运至指定目的地的所有费用，包括始运港费用和出口清关费用（如有）。交付的商品应(i)遵循必胜的运输程序，(ii)由供应商根据规格对商品进行适当包装，以供运输，及(iii)被标记以运输至适用的采购订单中指定的目的地。除非采购订单或任何其他书面协议中另有规定，供应商应在其确认采购订单后的 5 日内向必胜出具该采购订单的增值税发票，并在该等确认后的 10 日内将商品送达必胜。必胜应在收到该增值税发票后的 30 日内支付该发票金额。供应商应在必胜接受交付前承担所有损失的风险。商品所有权应在指定目的地交付时转移，或者如采购订单另有规定，则可更早转移。如果采购订单规定了交货日期，必胜可以拒绝在规定的交货日期之前两（2）日以上送达的商品。供应商应承担为满足任何交货日期而发生的任何额外运费。供应商应确保每次运输/交付均附有适用的物质安全数据表和分析证书。供应商应准时交货（JIT）。对于服务：经授权的服务将根据采购订单、DOS 或必胜生成的类似文件中包含的时间表、交付成果和规定的价格/费用予以交付。必胜无义务或未承诺购买未按照约定的时间表、交付成果和规定价格/费用而交付的服务。除非采购订单或任何其他书面协议中另有规定，供应商应在其确认采购订单后的 5 日内提供采购订单中列明的服务。供应商只能在其完全提供服务并且该等服务为必胜所认可后向必胜提交相关金额的增值税发票，必胜将在收到该等增值税发票后的 30 日内支付相关款项。对于商品/服务：供应商出具的所有发票均应准确且应包含相应的采购订单号。商品/服务应按照采购订单中规定的价格提

供。供应商必须获得必胜对超出采购订单所列价格的事先书面同意。供应商认可并同意，其未取得该等事先书面同意的行为，将免除必胜支付超出采购订单所列价格的任何价格、费用、成本或支出的义务，并构成供应商对必胜提出的超出采购订单所列价格、费用、成本或支出的所有权利主张的放弃和永久免除。除非采购订单另有规定，将采用人民币付款。必胜可随时将供应商欠必胜的任何款项与必胜欠供应商或其任何关联公司的任何款项相抵销。供应商保证，商品/服务的价格不高于目前向任何其他客户提供的数量相仿的相同或相似的商品/服务的价格。必胜应获得供应商通常向其他客户提供的所有折扣、赠品及其他优惠付款条件的全部福利。如果供应商在采购订单期限内为其他客户降低其商品/服务的价格，供应商应相应降低必胜的采购订单中的价格。供应商保证，采购订单中的价格是全部价格，未经必胜事先书面同意，不得增加任何类型的额外费用，包括但不限于商品和服务税、关税、进口税、税费、税金、运输、包装、标签、仓储、保险、装盒、装箱/集装箱、差旅费、住宿、交通和餐费。供应商不得就任何差旅时间、一般办公管理费或日常通讯或邮费向必胜收费或开具账单。必胜须支付的所有到期或即将到期的金钱主张应从供应商欠付的金额或因采购订单所产生的任何反请求中扣除或抵销。该等扣除或抵销应作为必胜根据法律或本条款及细则享有的任何其他权利或救济的补充。供应商在本条项下获得付款的权利的前提是有效的税务发票已交付至必胜。

- 4. Notice of Delay.** Time is of the essence. If Supplier anticipates difficulty in complying with the designated delivery date or in meeting any of the other timelines or deadlines, Supplier shall immediately notify BISSELL in writing. Such notice shall be informational only and its receipt shall not be construed as a waiver of any delivery schedule/deadlines or of any rights or remedies available to BISSELL.

迟延履行通知。时间至关重要。如果供应商预计在遵守指定交付日期或在遵守任何其他时间表或最后期限方面存在困难，供应商应立即书面通知必胜。该等通知仅为通知性的，收到该等通知不应被解释为对任何交付时间表/最后期限或对必胜享有的任何权利或救济的放弃。

- 5. Excusable Delay/Force Majeure.** The obligations of the parties shall be temporarily excused to the extent that performance is prevented by an occurrence or act beyond the performing party's control, and not due to such party's fault or negligence. Such occurrences or acts include: riots, fire, war, military actions, floods, labor strikes or work stoppages, acts of terrorism, cyber attacks/ITS failures, acts of God, and any ruling, ordinance, law or regulation of any governmental body having jurisdiction (each a "**Force Majeure Event**") provided, however, that Force Majeure Events do not include, and the parties shall not be excused from any its obligations due to, economic hardship, changes in market conditions, insufficiency of funds, unavailability or increased cost of equipment, materials or supplies, or labor difficulties (other than labor strikes). If BISSELL identifies a Force Majeure Event, Supplier shall hold delayed Goods at the direction of BISSELL and shall deliver them when the cause affecting the delay has been removed. BISSELL shall be responsible only for Supplier's direct additional out-of-pocket costs in holding any Goods or delaying performance of the Purchase Order at BISSELL's request. Supplier shall notify BISSELL of any Force Majeure Event as soon as it occurs and give BISSELL its best estimate of revised delivery date. Notwithstanding anything to the contrary, BISSELL reserves the right to reject Supplier's revised delivery date and to cancel the Purchase Order without any liability. If Supplier's production is only partially restricted or delayed, Supplier shall use its best efforts to accommodate the requirements of BISSELL, including without limitation giving the Purchase Order preference and priority over those of other customers that were placed after the Purchase Order. In any event, Supplier shall maintain a contingency plan to avoid any delay in the delivery of Goods/Services under the Purchase Order associated with events beyond Supplier's reasonable control.

可免责的迟延/不可抗力。如履约方非出于其过错或疏忽，因超出其控制范围的事件或行为而无法履行义务，则该方当事人的义务应暂时免除。该等事件或行为包括：暴乱、火灾、战争、军事行动、水灾、罢工或停工、恐怖主义行为、网络攻击/ITS 故障、天灾，以及具有管辖权的任何政府机构的任何裁决、法令、法律或法规（每一项均被称为“**不可抗力事件**”），但前提是，该等不可抗力事件不包括且各方不应被免除由于经济困难、市场状况变化、资金不足、无法获得设备、材料或供应品或其成本增加、或劳动力困难（罢工除外）而承担的任何义务。如果必胜确认了不可抗力事件，供应商应根据必胜的指示保留延迟交付的商品，并应在导致延迟的原因消除时交付商品。必胜应仅承担供应商应必胜要求持有任何商品或延迟履行采购订单而直接产生的额外实际费用。供应商应在任何不可抗力事件发生时立即通知必胜，并向必胜提供修改后的交货日期的最佳估计时间。即使有任何相反规定，必胜保留拒绝供应商修改后的交货日期并取消采购订单的权利且不承担任何责任。如果供应商的生产仅受到部分限制或部分延迟，供应商应尽其最大努力满足必胜的要求，包括但不限于，相较于下单时间比本订单晚的其他客户的订单，给必胜的采购订单优先安排。在任何情况下，供应商应维持应急方案，以避免因超出供应商合理控制范围的事件而延迟交付采购订单项下的商品/服务。

- 6. Manufacture of Goods.**

商品的制造。

- (a) **Specifications.** Supplier shall manufacture Goods according to specifications on the Purchase Order and/or governing document unless otherwise specified in writing by BISSELL. Any changes in the specifications must be in writing and

signed by BISSELL. Supplier shall not change materials, designs or processes without BISSELL's prior written consent. BISSELL may revise specifications upon written notice to Supplier, which revisions shall be immediately implemented by Supplier. However, if any such revisions cause an increase or decrease in the cost or the time required for performance, an equitable adjustment of the price shall be made, and the Purchase Order shall be modified in writing accordingly. At BISSELL's request, Supplier shall cooperate with BISSELL's employees and agents in developing additional or revised specifications for Goods, including without limitation a revised price, quantity or delivery date, if appropriate.

规格。除非必胜另行书面指定，供应商应根据采购订单和/或适用文件中的规格生产商品。规格的任何变更必须采用书面形式并由必胜签署。未经必胜事先书面同意，供应商不得变更材料、设计或流程。必胜可书面通知供应商修改规格，供应商应立即实施该等修改。但是，如果任何该等修改导致成本或履行所需时间的增加或减少，则应对价格进行合理的调整，并应对采购订单作出相应的书面修改。经必胜要求，供应商应配合必胜的员工和代理制定额外或修改后的商品规格，包括但不限于修改后的价格、数量或交货日期（如适用）。

- (b) **Inspection/Access to Premises.** During the term of the Purchase Order, BISSELL and its representatives shall have reasonable access to Supplier's facilities to inspect/audit the Goods, processes and quality assurance. Supplier shall provide all tools, facilities and assistance reasonably necessary for such inspection at no cost to BISSELL. At BISSELL's request, Supplier shall submit its production and quality test reports and related data to BISSELL. The fact that BISSELL has inspected or tested, or has failed to inspect or test, the Goods or facilities shall not affect any rights of BISSELL under the Purchase Order and these terms and conditions, and the Goods shall remain subject to final inspection and acceptance by BISSELL after delivery to BISSELL.

检查/进入厂房。在采购订单期间内，必胜及其代表应有合理的机会进入供应商的场地以检查/审核商品、流程和质量保证。供应商应免费提供该等检查所合理需要的所有工具、设施和协助。经必胜要求，供应商应向必胜提交其生产和质量测试报告及相关数据。必胜已检查或测试或未检查或测试商品或设施的事实不应影响必胜在采购订单和本条款及细则项下的任何权利，商品在交付至必胜后仍应接受必胜的最终检查和验收。

7. **Representations & Warranties.** For Goods: Supplier represents and expressly warrants that all Goods covered by the Purchase Order shall: (a) conform to the specifications, drawings, samples or descriptions furnished to or by BISSELL; (b) be of good quality and consistent with BISSELL's quality assurance requirements; (c) be free from defects in material and workmanship; (d) be free from defects in design (unless BISSELL provided the design); (e) be new, merchantable and free from latent defects; (f) comply with all applicable laws, rules and regulations, and (g) do not infringe upon a third party's intellectual property. Supplier also warrants that it has clear title to the Goods and that the Goods shall be delivered free of liens and encumbrances. Supplier also warrants that it will keep all Goods, as well as any BISSELL property in its possession or control, free and clear of any and all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, options, or other encumbrances of any kind. Supplier also warrants and acknowledges that Supplier knows of BISSELL's and/or its customer's intended use and expressly warrants that all Good covered by the Purchase Order shall be fit and safe for the particular purposes intended by BISSELL and/or its consumers. For Services: Supplier represents and expressly warrants that at the time of performance of the Services, and continuously thereafter, the Services and deliverables: (i) shall meet BISSELL's specifications and requirements, (ii) shall be Supplier's original work, or Supplier shall have acquired all rights necessary if not Supplier's original work, (iii) shall comply with applicable industry standards and standards of care employed by leading vendors in the industry for projects of this kind and scope, (iv) shall be in conformity with the requirements of Laws, (v) shall be performed by qualified personnel (e.g., possessing the necessary knowledge, skills and expertise) in a diligent, prompt and professional manner, (vi) shall be delivered in a good, competent and workmanlike fashion, and in a timely manner consistent with any BISSELL deadlines or timelines, and (vii) the Services and deliverables shall not infringe upon a third party's intellectual property or Confidential Information. For Goods/Services, all warranties herein shall inure to the benefit of BISSELL and BISSELL's successors, assigns, affiliates, customers and to all users of the Goods/Services. All of Supplier's warranties are in addition to the statutory consumer guarantees prescribed by law.

陈述和保证。对于商品：供应商陈述并明确保证，采购订单涉及的所有商品应：(a)符合提供给必胜或由必胜提供的规格、图纸、样品或说明；(b)质量优良且符合必胜的质量保证要求；(c)材料和工艺不存在缺陷；(d)设计不存在缺陷（除非设计由必胜提供）；(e)为全新的、适销的且无潜在缺陷；(f)遵守所有适用的法律、规则和法规，及(g)不侵犯第三方的知识产权。供应商还保证，其对商品拥有明确的所有权，交付的商品不受限于任何留置权和权利负担。供应商还保证，其将使所有商品以及其占有或控制的任何及所有必胜财产不受限于任何留置权、索赔、担保权益、质押、押记、抵押、信托契据、期权或任何其他权利负担。供应商还保证并确认，供应商知悉必胜和/或其客户的拟定用途，并明确保证，采购订单涵盖的所有商品应对于必胜和/或其客户拟定的特定用途是合适且安全的。对于服务：供应商陈述并明确保证，在履行服务之时及其后的持续时间内，服务和交付的成果：(i)应符合必胜的规格和要求，(ii)应为供应商的原创作品，或者，如果不是供应商的原创作品，供应商应已获得所有必要的权利，(iii)应遵守适用的行业标准和业内领先供应商就该等类型和规模的项目采用的谨慎标准，(iv)应符合法律要求，(v)应由合格人员（例如拥有必要的知

识、技能和专长)以勤勉、迅速和专业的方式履行,(vi)应以良好、称职和熟练的方式并以符合任何必胜要求的最后期限或时间表的方式及时交付,及(vii)服务和交付成果不得侵犯第三方的知识产权或保密信息。对于商品/服务,本条款及细则中的所有保证应及于必胜和必胜的承继人、受让人、关联方、客户以及商品/服务的所有用户的利益。所有供应商的保证均为法律规定的法定消费者保障之外的保证。

- 8. Compliance.** Supplier warrants that (i) Supplier will fully comply with, (ii) all Goods and their components shall be manufactured, assembled, labeled, packaged, shipped and delivered in accordance with, (iii) all Services shall be performed and delivered in accordance with, and (iv) all required notices shall be given in compliance with, the applicable laws, rules, orders, judgments, and regulations (“**Laws**”) including but not limited to labor laws, anti-corruption and anti-bribery laws which prohibits the offering, giving or promising to offer or give, or receiving, directly, or indirectly, money or anything of value to any third party to assist them or BISSELL in retaining or obtaining business or in performing work, and in accordance with BISSELL’s “Supplier Code of Conduct” which is incorporated herein. Supplier shall immediately advise BISSELL in writing in the event the Supplier becomes aware that any person engaged in the performance of the Purchase Order does not comply with any such Laws or BISSELL’s Supplier Code of Conduct. Supplier shall secure any and all permits, fees, authorizations, licenses and inspections necessary for the manufacture and supply of Goods/Services. Supplier shall furnish written certification of such compliance at BISSELL’s request. Supplier (including any affiliate or contractor performing under the Purchase Order) will not employ children, prison labor, indentured labor, bonded labor or use corporal punishment or other forms of mental and physical coercion as a form of discipline. In the absence of any national or local law, an individual of less than 16 years of age is considered as a child. Supplier’s failure to comply with this provision shall constitute a material breach of this Purchase Order.

合规。 供应商保证, (i) 供应商将全面遵守如下规定, (ii) 所有商品及其部件将根据以下规定生产、组装、贴标签、包装、装运并交付, (iii) 所有服务应根据如下规定履行和交付, 及(iv) 所有必要通知的发出应遵守如下规定: 适用法律、规则、命令、判决和法规 (“**法律**”) 包括但不限于劳动法, 禁止直接或间接向任何第三方提供、给予或承诺提供或给予或接受金钱或任何价值的东西以协助该等第三方或必胜保留或获取业务或开展工作的反腐败和反贿赂法, 且供应商应遵守纳入本协议的必胜的《供应商行为准则》。如供应商获知参与采购订单履行的任何人未遵守该等法律或必胜的《供应商行为准则》, 供应商应立即书面通知必胜。供应商应获得商品/服务的生产和供应所需的任何和所有同意、费用、授权、许可和检验。经必胜要求, 供应商应提供该等合规的书面证明。供应商(包括履行采购订单项下义务的任何关联方或承包商)不得雇用童工、囚犯、契约劳工、债役劳工或使用体罚或其他形式的精神和身体胁迫作为纪律形式。在没有任何国家或地方法律的情况下, 不满 16 岁的人被视为儿童。供应商未能遵守本规定应视为对本采购订单的实质性违约。

- 9. Insurance.** Supplier will secure and maintain product liability insurance, third party liability insurance and other relevant insurance to the reasonable satisfaction of BISSELL and providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect BISSELL in the event of such injury or damage, and will be in compliance with any and all laws, regulations, or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Supplier will further maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier’s operations take place.

保险。 供应商将购买并维持使必胜合理满意的产品责任险、第三方责任险和其他相关保险, 该等保险应赔偿对第三方造成的身体上的伤害(人身伤害)和财产损害, 且赔偿数额应足以在发生该等伤害和损害的情况下保护必胜, 并且供应商将遵守任何和所有处理雇主就雇员因雇佣而遭受的伤害和疾病的责任的法律、法规、或法令。供应商将在其经营所在的一个或多个司法管辖区内进一步保持与其规模和经营相似的公司惯常购买的其他种类和限额的保险。

10. Confidential Information.

保密信息

- (a) The term “Confidential Information” means all proprietary information, documents or materials (whether tangible or intangible, printed, electronic, or otherwise), and items embodying such information, relating to the business that the discloser conducts, that is not generally known to the public. Confidential Information includes (i) anything that is designated in writing to be confidential or proprietary, (ii) the Purchase Order and all terms and conditions thereof, (iii) information disclosed during the course of negotiations, and (iv) information disclosed during the operation/performance hereunder including, but not limited to, (a) the identities of or information concerning discloser’s customers and business partners; (b) discloser’s business and business plans; (c) discloser’s marketing plans and materials; (d) financial information concerning discloser or its Affiliates; (e) information concerning discloser’s pending patents, trade secrets and other Intellectual Property; (f) discloser’s business techniques and methodologies, operating procedures, systems operations, and management tool; (g) information from third parties that discloser is obligated to treat as confidential; (h) information derived from Confidential Information (e.g., through testing, analysis or processing), (i) any personally identifiable information, and (j) all other information of a similar nature. Examples of

Confidential Information include specifications, product or component pricing, product plans, markets, developments, inventions, engineering, samples, prototypes, sketches, drawings, designs, blueprints, CAD files, concepts, ideas, formulas, ingredients and software programs.

“保密信息”系指与披露方开展的业务相关的、不为公众普遍知悉的所有专有信息、文件或资料（无论是有形的还是无形的、印刷的、电子的还是其他形式的）以及包含该等信息的物品。保密信息包括(i)书面指定为保密或专有的任何内容，(ii)采购订单及其所有条款及细则，(iii)在谈判过程中披露的信息，及(iv)在本条款及细则项下经营/履行过程中披露的信息，包括但不限于(a)披露方的客户和商业伙伴的身份或信息；(b)披露方的业务和商业计划；(c)披露方的营销计划和材料；(d)披露方或其关联方的财务信息；(e)披露方正在申请的专利、商业秘密及其他知识产权的信息；(f)披露方的业务技巧和方法、操作流程、系统运营和管理工具；(g)披露方有义务予以保密的第三方信息；(h)从保密信息中衍生的信息（例如通过测试、分析或处理获得的信息），(i)任何个人识别信息，及(j)所有其他类似性质的信息。保密信息的示例包括规格、产品或部件定价、产品计划、市场、开发、发明、工程、样品、原型、草图、图纸、设计、蓝图、CAD 文件、概念、想法、配方、成分和软件程序。

- (b) Both parties understand that they may be exposed to Confidential Information of the other party in the course of performing under this Purchaser Order, and that the protection and preservation of such Confidential Information is vital to each party’s business success. Therefore, the recipient agrees to hold Confidential Information in strict confidence, and not disclose Confidential Information to any third party except (i) with the prior written consent of discloser, (ii) if recipient can demonstrate that such information has become public knowledge through no improper action or negligence of recipient or other third party under a duty to hold such information in confidence, or (iii) if recipient is required to disclose the Confidential Information under applicable Laws. However, a party whose information is to be disclosed shall, if legally permitted, be notified sufficiently in advance so that it may seek a protective order. Supplier shall not use BISSELL’s Confidential Information except to fulfill the Purchase Order. Supplier agrees that it shall be a material breach to disclose Confidential Information except as authorized above.

双方理解，在履行本采购订单的过程中，他们可能接触到另一方的保密信息，保护和维持该等保密信息对各方业务成功至关重要。因此，接收方同意对保密信息严格保密，不向任何第三方披露保密信息，除非(i)获得披露方的事先书面同意，(ii)接收方能够证明该等信息并非由于接收方或其他负有保密义务的第三方的不当行为或过失而被公众知悉，或(iii)接收方根据适用法律的规定必须披露保密信息。但若法律允许，应当充分提前通知信息将被披露的一方，使其可以寻求保护令。除为履行采购订单外，供应商不得使用必胜的保密信息。供应商同意，除上文授权的披露之外，披露必胜保密信息应构成实质违约。

- (c) Supplier agrees to take all reasonable care, including without limitation all reasonable precautions requested by BISSELL, to ensure that Confidential Information is not disclosed to others. Supplier agrees that all embodiments of Confidential Information are and shall remain the sole and exclusive property of BISSELL, regardless of who prepared or possesses the same. At any time upon the request of BISSELL, Supplier will immediately return to BISSELL all Confidential Information in Supplier’s possession or control. Supplier shall not retain any copies or facsimiles (electronic or paper) of any Confidential Information. The terms of this entire Section on “Confidential Information” shall survive the expiration or earlier termination of the Purchase Order.

供应商同意采取所有合理谨慎措施，包括但不限于必胜要求的所有合理的预防措施，以确保保密信息不会被披露给其他人。供应商同意，体现保密信息的所有事物均是，且应始终是必胜独有的和具有排他性的财产，无论该等事物由谁制作或占有。经必胜要求，供应商将在任何时间立即向必胜返还供应商占有或控制的所有保密信息。供应商不得保留任何保密信息的任何复本或传真（电子或纸质）。关于“保密信息”的完整条款应在订单期满或提前终止后继续有效。

- 11. Use of BISSELL’s Marks.** Supplier shall not use the corporate names, trademarks, service marks or logos of BISSELL or any of its Affiliates, including without limitation, in press releases, advertisements and other promotional materials, without BISSELL’s prior written consent.

必胜商标的使用。 未经必胜事先书面同意，供应商不得使用必胜或其任何关联方的公司名称、商标、服务标志或标识，包括但不限于在新闻稿、广告及其他宣传材料中使用。

- 12. Indemnification.** Supplier shall indemnify and hold harmless BISSELL, and BISSELL’s distributors, dealers, customers, agents, officers, directors, Affiliates, successors and assigns, from and against any and all claims (including third party claims), losses, costs, fines, damages (including without limitation property damage, personal injury, death, or economic loss) and expenses (including without limitation reasonable attorneys’ fees) incurred by or assessed against BISSELL or its Affiliates (whether by judgment, order, or negotiated settlement), arising out of or relating to (a) any breach hereunder by Supplier, (b) the negligence, gross negligence, errors, omissions, bad faith, intentional or willful misconduct of Supplier or Supplier’s Affiliates and subcontractors or their respective employees or other representatives and agents, (c) a breach of any warranty or

representation made by Supplier, (d) the performance or lack of performance under this Purchase Order by Supplier (or its Affiliates, subcontractors or respective employees), (e) any actual or alleged defect in the Goods or a failure of the Goods/Services to comply with any specifications, or (f) any actual or threatened claims of infringement of intellectual property rights associated with the Goods/Services. Indemnification shall not exist, however, if claims, demands, losses, damages, liability or costs were caused by BISSELL's sole negligence or willful misconduct. Supplier will assume, at its own expense, the defense of any third party legal proceedings hereunder with reputable counsel reasonably acceptable to BISSELL, and is entitled to settle any such third party legal proceedings with BISSELL's prior written consent, not to be unreasonable withheld or delayed. BISSELL, at Supplier's cost, will reasonably cooperate with Supplier in the defense of such actions as Supplier may reasonably request.

赔偿。 供应商应赔偿必胜、必胜的经销商、交易商、客户、代理、管理人员、董事、关联方、承继人和受让人，并使其不承担由必胜或其关联方引起的或针对必胜或其关联方的（无论是根据判决、命令还是协议解决）任何及所有索赔（包括第三方的索赔）、损失、费用、罚金、损害（包括但不限于财产损失、人身损害、死亡或经济损失）以及支出（包括但不限于合理的律师费用）。上述索赔、损失、成本、罚金、损害以及支出由下述事项引起或与下述事项有关：(a) 供应商在本条款及细则项下的任何违约，(b) 供应商或供应商的关联方、分包商或其各自的员工或其他代表和代理的过失、重大过失、错误、遗漏、不诚信、故意或恶意不当行为，(c) 供应商违反其作出的任何保证或陈述，(d) 供应商（或其关联方、分包商或各自的员工）履行或不履行本订单，(e) 商品的任何实际或声称的缺陷或商品/服务未遵守任何规格，或(f) 与商品/服务相关的任何实际或可能提起的侵犯知识产权的索赔。但若索赔、要求、损失、损害、责任或费用系完全由必胜过失或故意不当行为造成，则无需赔偿。供应商将自费聘请必胜可合理接受的声誉良好的法律顾问对本条款及细则项下的任何第三方法律程序进行辩护，且供应商有权在取得必胜事先书面同意的情况下解决任何该等第三方法律程序，必胜不得无理拒绝给予或迟延给予该等同意。必胜将应供应商的合理要求在对该等诉讼的辩护中与供应商合理合作，相关费用由供应商承担。

13. Intellectual Property.

知识产权

(a) **Defined.** For purposes of this Purchase Order, the term "Intellectual Property" means copyrights, trademarks, patents, inventions (whether or not patentable), trade secrets, know-how, creative ideas, design rights, registrations, discoveries, developments, improvements, goodwill, drawings, specifications, CAD data, blueprints, concepts, designs, technology, source code, works of authorship, mask works, trade names, trade dress, processes, methods, technologies, domain names, BISSELL names, logos, industrial designs, formulas, techniques, procedures, plans, notes, suggestions, materials, artwork, software, documentation, and other such items which may constitute intellectual property in the Goods/Services including, without limitation, as they are contained in parts, components and ancillary materials associated with the Goods/Services. Intellectual Property also includes all rights that may be secured in such Intellectual Property in the United States or any other country or jurisdiction that is associated with the Intellectual Property (e.g., patents, patent applications, patentable rights, design rights, copyrights, moral rights, trade secret rights, mask work registration, trademarks, trademark applications, trademark rights, and other similar rights).

定义。 为本订单之目的，“知识产权”系指著作权、商标、专利、发明（无论是否可取得专利）、商业秘密、专有技术、创造性构思、设计权、注册、发现、开发、改进、商誉、图纸、规格、CAD 数据、蓝图、概念、设计、技术、源代码、著作权作品、掩膜作品、商号、商业外观、工序、方法、技术、域名、必胜名称、标识、工业设计、配方、工艺、程序、计划、介绍资料、建议、材料、插图、软件、文件，以及可能构成商品/服务中的知识产权的其他物品，包括但不限于包含在与商品/服务相关的零件、部件和辅助材料中的知识产权。知识产权还包括在中华人民共和国或与知识产权相关的任何其他国家或司法管辖区该等知识产权中的可获得的所有权利（例如专利、专利申请、可取得专利的权利、设计权、著作权、精神权利、商业秘密权、掩膜作品注册、商标、商标申请、商标权及其他类似权利）。

(b) **Rights and Ownership.** Unless otherwise provided in the Purchase Order, Intellectual Property, including Intellectual Property contained in, resulting from, or arising out of the Goods/Services provided by Supplier (whether Supplier was acting alone or jointly with BISSELL), shall be, and at all times shall remain, the sole and exclusive property of BISSELL. Any improvements in Intellectual Property relating to the Goods/Services that are made by Supplier, alone or jointly with BISSELL or others, shall also belong exclusively to BISSELL. Acceptance of the Purchase Order by Supplier constitutes a written assignment of all such Intellectual Property from Supplier to BISSELL. Supplier hereby expressly assigns to BISSELL all worldwide rights, title, and interests in and to any work resulting from the provision of the Goods/Services by the Supplier to BISSELL. Supplier will also cause its employees, subcontractors and employees thereof to assign to BISSELL (or to Supplier who will then assign to BISSELL) any Intellectual Property created by Supplier under this Purchase Order. Supplier will execute any documents that BISSELL reasonably determines are necessary to document BISSELL's rights in the Intellectual Property, or to secure or perfect any rights in the Intellectual Property. All

copyrightable subject matter created by Supplier within the scope of Supplier's Goods/Services to BISSELL shall constitute "commissioned work" as set forth in article 19 of the Copyright Law of the People's Republic of China (the "PRC") and are the property of BISSELL, or to the extent commissioned work does not apply, Supplier hereby assigns to BISSELL all right, title and interest to all copyrights and moral rights therein (to the extent permitted by applicable laws). Performance under this Purchase Order does not create any right or license whatsoever for the benefit of Supplier in or to any of Intellectual Property except that BISSELL grants Supplier a revocable-at-will, non-exclusive, royalty-free, license necessary to perform the Services and/or supply the Goods consistent with the Purchase Order. To the extent Supplier uses any Intellectual Property that BISSELL does not own in the Goods/Services, Supplier hereby grants to BISSELL a worldwide, non-exclusive, payment-free and royalty-free license in and to such Intellectual Property for the period during which the Goods/Services are supplied by Supplier, and for as long as the Goods/Services are in use by BISSELL and/or its consumers.

权利和所有权。除非采购订单中另有规定，知识产权，包括供应商提供的（无论是供应商单独提供还是与必胜共同提供的）商品/服务中包含的、产生于该等商品/服务的或由该等商品/服务引起的知识产权应始终是必胜的专有财产。供应商单独、与必胜共同或与他方共同作出的有关商品/服务的知识产权改进也应仅归必胜所有。供应商接受采购订单视为供应商向必胜书面转让所有该等知识产权。供应商特此明确地向必胜转让其向必胜提供的商品/服务所产生的任何作品的所有的全球性权利、所有权和权益。供应商还将促使供应商员工、分包商及分包商员工向必胜转让供应商在本订单项下创造的任何知识产权（或先向供应商转让，再由供应商转让给必胜）。供应商将签署必胜合理确定必要的任何文件，以证明或确保必胜对知识产权的权利，或完善对该等知识产权的任何权利的登记。供应商在供应商向必胜提供的商品/服务范围内创造的所有可获得版权的标的物应构成《中华人民共和国著作权法》第 19 条规定的“委托作品”，并且该等标的物是必胜的财产，或者如果委托作品不适用，供应商特此向必胜转让该等标的物中的所有版权和精神权利中的全部权利、所有权和权益（在适用法律允许的范围内）。本采购订单项下的履行不会为供应商的任何知识产权之利益创设任何权利或许可，但必胜向供应商授予根据采购订单履行服务和/或供应商品所需的可随时撤销的、非排他性的、免许可费的许可除外。如果供应商在商品/服务中使用不为必胜所拥有的任何知识产权，供应商特此授予必胜在供应商提供商品/服务的期间以及在必胜和/或其消费者使用商品/服务的期间该等知识产权的在全世界范围内的、非排他性的、免付款且免许可费的许可。

- (c) **Procedures.** Unless otherwise provided in the Purchase Order, supplier agrees to (i) inform BISSELL promptly of any Intellectual Property that is developed or created setting forth in detail the procedures employed and the results achieved, (ii) at BISSELL's request and expense, apply for any PRC and foreign letters patent, registrations or copyrights, either in Supplier's name or as BISSELL shall request, (iii) fully assign (and hereby does assign) to BISSELL any such Intellectual Property and rights thereto, and (iv) do such other acts (e.g., give testimony, assist with applications, execute documents, etc.) which, in the opinion of BISSELL, is necessary to obtain, support or perfect any patent, registration, copyright, or other right in the Intellectual Property.

程序。除非采购订单中另有规定，供应商同意(i)将开发或创造的任何知识产权立即通知必胜，并详细说明采用的程序和取得的成果，(ii)在必胜要求并承担费用的情况下，以供应商的名义或按照必胜的要求申请任何中华人民共和国和外国专利证书、注册或版权，(iii)向必胜全面转让（并特此转让）任何该等知识产权及其权利，及(iv)开展必胜认为知识产权的任何专利、注册、版权或其他权利的获得、支持或登记手续的完善所必须的其他行动（如提供证据、协助申请、签署文件等）。

- (d) **Non-Infringement.** Except to the extent that the Intellectual Property in question originated solely from designs or specifications provided by BISSELL, Supplier warrants and guarantees that the Goods/Services, and any resulting work product, will not infringe, violate or misappropriate any Intellectual Property of any third party. Supplier represents and warrants that there are no Intellectual Property claims or actions asserted, pending or threatened against Supplier by any third party. Supplier will provide BISSELL with immediate notice of such claims or actions if they arise. If any Goods/Services (or parts or elements thereof) become, or is likely to become, the subject of an Intellectual Property infringement, violation or misappropriation claim or action, then Supplier will, at its own expense, promptly (a) secure the rights necessary to continue using the Goods/Services (and any parts or elements thereof); or (b) replace or modify such Goods/Services (or parts or elements thereof) to make them non-infringing, such that the replacement or modification will not degrade the performance or quality of the Goods/Services.

不侵权。除相关知识产权仅源自于必胜提供的设计或规格之外，供应商保证并担保，商品/服务及任何由此产生的工作成果不会侵犯、违反或盗用任何第三方的任何知识产权。供应商陈述并保证，不存在任何第三方面对供应商提出的、未决的或可能提起的任何知识产权索赔或诉讼。如果发生该等索赔或诉讼，供应商将立即通知必胜。如果任何商品/服务（或其任何部分或要素）成为或可能成为侵犯知识产权、违反或盗用主张或诉讼的对象，则供应商将立即自费(a)取得继续使用商品/服务（及其任何部分或要素）的必要权利；或(b)更换或修改该等商品/服务（或其部分或要素）以使其不侵权，并且该等更换或修改不会降低商品/服务的性能或质量。

14. Special Warnings. Prior to and with the shipment of any Goods, Supplier shall furnish BISSELL with sufficient written warning and notice (including without limitation appropriate labels on goods, containers and packing) of any hazardous material that is a part of any of Goods, together with such special handling instructions necessary to advise carriers, BISSELL and their respective employees and agents on how to exercise due care and precaution to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods being shipped.

特别警告。在任何商品装运之前和装运之时，供应商应向必胜提供作为任何商品一部分的任何危险物质的充分书面警告和通知（包括但不限于商品、容器和包装上的适当标签），以及告知承运人、必胜及其各自的员工和代理在处理、运输、加工、使用或处置所运商品的过程中如何行使适当注意和预防措施的特别处理指示，以防止人身伤害或财产损失。

15. Default. Each of the following shall constitute an event of default by Supplier: (a) Supplier's failure to timely or properly perform Services or deliver Goods, (b) Supplier's failure to deliver conforming Goods/Services as specified by BISSELL; (c) Supplier's failure to perform, observe or comply with, or Supplier's repudiation of, any material provisions of the Purchase Order or these terms and conditions (including but not limited to Supplier's representations and warranties); (d) Supplier's failure to make progress so as to endanger timely and proper completion of Services or delivery of the Goods; or (e) Supplier's insolvency or the filing of a voluntary petition of bankruptcy by or against Supplier, or the appointment of a receiver or trustee for Supplier, or the execution of an assignment for the benefit of Supplier's creditors, if such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event; provided that Supplier may correct a failure or breach described in (b) or (c) above within ten (10) days (or such shorter commercially reasonable period specified by BISSELL) after receipt of notice from BISSELL specifying such failure or breach.

违约。下列各项应构成供应商的违约事件：(a)供应商未能及时或适当履行服务或交付商品，(b)供应商未能按照必胜的要求交付合格的商品/服务；(c)供应商未能履行、遵守或遵从采购订单或本条款及细则的任何重大规定（包括但不限于供应商的陈述和保证），或供应商拒不履行该等规定；(d)供应商未能取得进展，从而影响服务的及时适当完成或商品的交付；或(e)供应商资不抵债，或供应商提交自愿破产申请或被申请破产，或为供应商指定接管人或受托人，或为供应商的债权人利益进行转让，且该等申请、指定或转让在该等事件发生后的十五（15）日内未被撤销或无效；但供应商可在收到必胜说明该等未履行或违约行为的通知后的十（10）日内（或必胜指定的更短的商业合理期限内）纠正上文第(b)项或第(c)项中描述的未履行或违约行为。

16. Remedies. In the event of a breach, default or other event for which indemnification in Section 12 is permitted, BISSELL shall, in addition to its other rights and remedies at law, have the following rights and remedies to utilize in its discretion.

救济。如果发生允许第 12 条中规定的赔偿适用的违约、不履行或其他事件，除法律上的其他权利和救济之外，必胜还享有由其自行决定的下列权利和救济。

(a) **For Goods,** BISSELL shall be entitled to (a) utilize all rights and remedies afforded under applicable laws; (b) reduce quantities under a Purchase Order to the extent BISSELL rejects the Products as nonconforming; (c) cancel all or any part of a Purchase Order; (d) require that the Supplier promptly repair or replace the non-conforming Goods at Supplier's expense in accordance with BISSELL's repair/replacement plan, and/or (e) collect from Supplier all damages, costs and expenses associated with Supplier's breach or nonconforming actions including, but not limited to, incidental and consequential damages, court costs, attorneys' fees, costs to conduct a recall or respond to governmental agencies, and costs related to resolving quality-related issues at Supplier's manufacturing facilities (including BISSELL employee expenses such as travel, hotel and meals). If BISSELL rejects nonconforming Goods, Supplier shall be solely responsible for all costs associated with the handling, transporting and disposing of any such nonconforming Goods. Nonconforming Goods shall not be replaced without BISSELL's written permission. BISSELL shall hold nonconforming Goods for disposition in accordance with Supplier's instructions and at Supplier's risk. Supplier's failure to provide written instructions within ten (10) days after notice of nonconformity shall entitle BISSELL, at BISSELL's option, to charge Supplier for storage and handling, or to dispose of the Goods, without liability to Supplier.

对于商品，必胜有权(a)使用适用法律项下提供的所有权利和救济；(b)在必胜拒收不合格产品的情况下减少采购订单项下的数量；(c)取消采购订单的全部或任何部分；(d)要求供应商根据必胜的修理/更换计划自费立即修理或更换不合格商品，和/或(e)向供应商收取与供应商违约或不合规行为相关的所有赔偿金、费用和支出，包括但不限于附带性和间接损害赔偿、诉讼费、律师费、召回行动或回应政府部门的费用，以及与解决供应商的生产设施的质量相关问题的相关费用（包括必胜员工的差旅、酒店和餐费等支出）。如果必胜拒收不合格产品，供应商应自行承担与任何该等不合格产品的处理、运输和处置相关的所有费用。未经必胜书面许可，不得对不合格商品进行更换。必胜应根据供应商的指示持有不合格商品，以候处置，相关风险由供应商承担。如供应商未能在不合格通知后的十（10）日内提供书面指示，则必胜有权选择向供应商收取仓储和处理费用或处置商品，而无须对供应商承担责任。

(b) For Services, BISSELL shall be entitled to (a) reject the nonconforming Services without liability to BISSELL, (b) require that Supplier promptly re-perform the Services at no additional cost to BISSELL, (c) cancel all or any part of the Purchase Order, and/or (d) collect from Supplier all damages, costs and expenses associated with Supplier's breach or nonconforming actions including, but not limited to, incidental and consequential damages, court costs, and attorneys' fees.

对于服务, 必胜有权(a)拒收不合格的服务, 且无须承担责任(b)要求供应商立即重新履行服务, 且必胜不承担任何额外费用, (c)取消全部或部分采购订单, 和/或(d)向供应商收取与供应商违约或其不合格行为相关的所有赔偿金、费用和支出, 包括但不限于附带和间接损害赔偿金、诉讼费和律师费。

(c) All rights and remedies reserved to BISSELL under the Purchase Order and these terms and conditions are cumulative and in addition to all other remedies provided in law. BISSELL's payment for or acceptance of any Goods/Services under the Purchase Order shall not (i) constitute an acceptance of such Goods/Services, (ii) discharge Supplier from its obligations hereunder including responsibility for latent defects, or (iii) limit or impair BISSELL's right to assert any legal remedy. BISSELL retains the right to withhold any payments due to Supplier until Supplier cures any breach of, or default under, the Purchase Order or these terms and conditions. BISSELL may set-off any amounts due from Supplier to BISSELL pursuant to this Purchase Order with payments otherwise due to Supplier.

必胜在订单和本条款及细则项下保留的所有权利和救济均是累积的, 且是法律规定的所有其他救济的补充。必胜对采购订单项下任何商品/服务的付款或接受不得(i)构成对该等商品/服务的接受, (ii)免除供应商在本条款及细则项下的义务, 包括对潜在缺陷的责任, 或(iii)限制或损害必胜主张任何法律救济的权利。必胜保留扣留任何应付给供应商款项的权利, 直至供应商纠正对采购订单或本条款及细则的任何违反或违约。必胜可以本订单规定的供应商应向必胜支付的任何款项与必胜应向供应商支付的款项进行抵销。

(d) The parties acknowledge and agree that the Goods/Services to be rendered by Supplier hereunder are special and unique, and that the covenants and restrictions contained in this Purchase Order are reasonably required for BISSELL's protection. A breach or default (either actual or threatened) by Supplier may cause continuing and irreparable injury to BISSELL's business, for which the remedies at law will be inadequate. Therefore, Supplier agrees that in addition to any other monetary damages and remedies that may be available in law or otherwise, in the event of a breach or default (actual or threatened), BISSELL shall have the right to specific performance and/or injunctive relief without the necessity of proving actual damages or providing bond (to the extent permitted by applicable laws).

双方认可并同意, 供应商在本条款及细则项下提供的商品/服务是特殊和独特的, 且本采购订单中包含的承诺和限制是保护必胜所合理需要的。供应商的违约或不履行(无论是实际的还是可能发生的)可能会对必胜的业务造成持续的、不可弥补的损害, 对此法律上的救济是不充分的。因此, 供应商同意, 除法律可能提供的或其他任何金钱损害赔偿和救济之外, 如果发生违约或不履行(实际或可能发生的), 必胜有权获得具体履行和/或禁令救济, 而无需证明实际损害或提供担保(在适用法律允许的范围)。

17. Dispute Resolution. Should any dispute arise from or in connection with this Agreement, either Party may issue a written notice of dispute to the other Party, whereupon both Parties shall commence discussions in good faith with a view to reaching an amicable resolution. If the dispute cannot be thus resolved within thirty (30) days from the date of such notice, both Parties shall submit to the jurisdiction of the court where BISSELL is registered.

争议解决。如果因为本协议或与之相关产生任何争议, 任何一方可以向对方发出争议的书面通知, 双方即应本着诚信原则以达成友好解决为目的进行协商。如果在该通知之日起三十(30)日内无法解决争议, 任何一方可将争议提交必胜注册地所在人民法院。

18. Governing Law. The rights and obligations of the parties, and any actions or other legal proceedings with respect to matters arising under or growing out of this Purchase Order, performance under this Purchase Order, or the relationship of the parties, shall be governed, construed, interpreted, and enforced in accordance with the laws of the PRC without regard to its conflict of laws rules.

管辖法律。双方的权利和义务, 以及与本采购订单项下产生或引起的事项、本采购订单项下的履行或双方的关系相关的诉讼或其他法律程序均受中华人民共和国法律管辖、解释、释义并执行, 而无须考虑其法律冲突规则。

19. Limitation on BISSELL's Liability. BISSELL shall not be liable for (i) loss of profits or anticipated profits, (ii) loss of business opportunities, or (iii) any other incidental, indirect, special, punitive, or consequential damages. BISSELL's liability on any claim for damage or loss arising under the Purchase Order, or due to the performance or a breach thereof, shall not exceed the price allocable to the Goods/Services that gives rise to the claim (less material, labor, production or other cost savings realized by Supplier).

对必胜责任的限制。必胜对(i)利润或预期利润损失, (ii)商业机会损失, 或(iii)任何其他附带、间接、特殊、惩罚性或后果性损害不承担责任。必胜对采购订单项下产生的或由于采购订单的履行或违反而引起的任何损害或损失索赔承担的责任, 不应超过可分配给导致索赔的商品/服务的价格(减去供应商已实现的材料、劳动力、生产或其他成本节约)。

20. Assignment; Subcontractors and Personnel. Supplier shall not assign (in whole or in part) the Purchase Order, or any interest in the Purchase Order, or subcontract any of its substantive duties under the Purchase Order or these terms and conditions, without BISSELL's prior written approval. Any attempted assignment or subcontracting without BISSELL's consent shall be null and void, and without force or effect. Any approval/assignment shall not release Supplier from any of its obligations under the Purchase Order or these terms and conditions. Supplier is fully and wholly liable and responsible for all work performed by any subcontractor or other personnel hired or employed by Supplier. Any authorized subcontractor or other personnel that assists Supplier hereunder shall be acceptable to BISSELL and must undergo appropriate background screening and checks. Such subcontractor or personnel must not possess a character or reputation that reflects poorly on BISSELL (e.g., a history of theft, committing intentional damage to persons or property, the use of illegal drugs, the commission of a criminal act, being listed in a sex offender registry, etc.). Upon request by BISSELL, Supplier shall remove any employee, agent or subcontractor reasonably determined by BISSELL to be unacceptable. All rights under the Purchase Order and these terms and conditions are assignable by BISSELL.

转让；分包商和人员。 未经必胜事先书面批准，供应商不得转让（全部或部分）采购订单或采购订单中的任何权益，或者未经必胜书面同意，亦不得分包其在采购订单或本条款及细则项下的任何实质性义务。未经必胜同意而试图进行的任何转让或分包应无效，且不具有效力和影响。任何批准/转让不得免除供应商在采购订单或本条款及细则项下的任何义务。供应商对任何分包商或供应商雇佣或聘用的其他人员开展的所有工作承担全部责任。在本条款及细则项下协助供应商的任何授权分包商或其他人员应可被必胜接受，且必须接受适当的背景审查和调查。该分包商或人员不得具有对必胜有不良影响的品行或声誉（如有盗窃记录、故意毁损人身或财产、使用非法药物、实施犯罪行为、被列入性侵害者登记名册等）。经必胜要求，供应商应解除必胜合理确定为不可接受的任何员工、代理或分包商。必胜可转让采购订单和本条款及细则项下的所有权利。

21. Integration and Amendment. These terms and conditions supersede prior communications and discussions between the parties on the subject matter hereof, but shall be subject to any written agreements (including BISSELL-authorized governing agreements, DOS's or Descriptions of Services) between the parties unless such documents state otherwise. In the event of any conflict between these terms and conditions and any such written agreement, the terms of the written agreement shall control. No stipulations, representations or agreements by the parties that purport to amend, alter or affect a Purchase Order or these terms and conditions shall be binding upon BISSELL unless reduced to writing and attached to and incorporated into the Purchase Order, and no local, general or trade custom shall alter or vary these terms and conditions. Unless noted otherwise herein, any amendment, modification, waiver or discharge of this Purchase Order or these terms and conditions is only valid if it is in writing and signed by an authorized representative of both parties.

并入与修正。 本条款及细则取代双方先前就本条款及细则的主题事项进行的沟通和讨论，但受限于双方之间的任何书面协议（包括必胜授权的管辖协议、DOS或服务说明），除非该等文件另有规定。如果本条款及细则与任何该等书面协议发生任何冲突，则以书面协议的条款为准。各方作出的旨在修改、变更或影响采购订单或本条款及细则的任何规定、陈述或约定不对必胜具有约束力，除非采用书面形式并随附于采购订单并纳入采购订单。任何地方、一般或行业惯例不得修改或变更本条款及细则。除非另有说明，对本采购订单或本条款及细则的任何修订、修改、放弃或解除，仅在以书面形式作出并经双方授权代表签署后有效。

22. Severability and Replacement. If any provision of these terms and conditions shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect any other provision of these terms and conditions, and the parties shall endeavor to sever and replace the illegal, invalid or unenforceable provision consistent with the intention evidenced by these terms and conditions. If any provision of these terms and conditions is found to be ambiguous or in conflict with any other provision hereof, such ambiguity or conflict shall be resolved in the manner that provides the greatest protection, benefit and limitations of liability to BISSELL.

可分割和替换。 如果本条款及细则项下的任何规定因任何原因被视为违法、无效或不可执行，则该等违法、无效或不可执行不应影响本条款及细则项下的任何其他规定，并且双方应根据本条款及细则所表达的意图，努力分割和替换违法、无效或不可执行的规定。如果发现本条款及细则的任何规定不明确或与本条款及细则项下的任何其他规定相冲突，则应以对必胜提供最大程度的保护、利益以及责任限制的方式解决该等不确定或冲突。

23. Waiver. Neither (a) BISSELL's failure to (i) insist on performance of any term of the Purchase Order (which includes these terms and conditions) or (ii) exercise any right or privilege, nor (b) BISSELL's waiver of a breach or violation of any term of the Purchase Order, shall operate as, or be construed to be, a waiver of the same or any other terms or provisions of the Purchase Order, or will affect BISSELL's right to enforce the terms of this Purchase Order.

弃权。 (a) 必胜未能 (i) 坚持要求对采购订单的任何条款（包括本条款及细则）的履行或 (ii) 行使任何权利或特权，或 (b) 必胜就采购订单任何条款的违约或违反的豁免，均不得作为或被解释为是对采购订单中的相同或任何其他条款或规定的豁免，也不会影响必胜执行本采购订单条款的权利。

24. Termination; Survival of Rights. The Purchase Order, DOS, and/or other governing document shall set forth specific term of the Purchase Order. Unless otherwise provided in the Purchase Order, DOS or other governing document, BISSELL may terminate the Purchase Order upon 5 days prior written notice to the Supplier. A termination of the Purchase Order by either party shall not form the basis of any claim for damages including any consequential damages which may include, but are not limited to, claims for loss of anticipated profits, customers, or goodwill, or claims for unrecoverable expenditures, commitments or capital. The expiration or earlier termination of the Purchase Order shall not (a) terminate any vested rights, terms that expressly survive expiration/termination, or terms which out of necessity must survive expiration or termination, or (b) release either party from an obligation under the Purchase Order or these terms and conditions prior to agreed expiration/termination, except as expressly provided herein.

终止；权利存续。 采购订单、DOS 和/或其他管辖文件应规定采购订单的具体条款。除非采购订单、DOS 或其他管辖文件中另有规定，必胜可提前 5 天向供应商发出书面通知后终止采购订单。任何一方对采购订单的终止不得构成对任何损害（包括任何间接损害）索赔的依据，该等索赔可能包括但不限于对预期收益、客户或商誉损失的索赔，或对无法收回的支出、承诺或资本的索赔。采购订单的到期或提前终止不得（a）终止任何既得权利、明确规定在到期/终止后仍然有效的条款或出于必要而必须在到期或终止后继续有效的条款，或（b）在约定的到期/终止之前，解除任何一方在采购订单或本条款及细则项下的义务，除非本条款及细则另有明确规定。

25. Non-Solicitation of Employees/Non-Compete. During the period that the Purchase Order is in effect, and for a period of six (6) months thereafter, Supplier shall not directly or indirectly (a) solicit or approach any employee of BISSELL for the purpose of inducing such employee to terminate employment with BISSELL, or (b) provide Goods/Services to, engage in business with, or accept employment or affiliation involving work from or within any Competitive Product Lines or vendors operating within Competitive Product Lines of BISSELL. “Competitive Product Lines” includes any non-BISSELL branded product or product line that is similar to or competes with the product lines in which BISSELL operates, including but not limited to floorcare devices that clean via wet or dry technology, floorcare robotic devices that clean via wet or dry technology, floorcare devices that use steam technology to clean and wash, spot cleaners that clean via wet or dry technology, air-care, air cleaning and carpet and floor cleaning chemical product lines. Competitive Product Lines include products sold by BISSELL’s current competitors or competitive brands including Dyson Limited, Royal, SharkNinja Operating LLC (Shark), Rug Doctor, Chiaphua Industries Ltd or any of its marketing partners, Shop Vac, Sharp, Miele, Black & Decker, LG, Phillips, TTI or Techtronic Industries (Hoover, Dirt Devil, Vax, Oreck), Samsung, Aerus, Hoover Candy, Henry, Vorwerk, Karcher, SEB Group, Rowenta, Genie, BSH Group (Bosch Siemens), Xiaomi, TEK, Haan, UWant, iRobot, Ecovacs, Roborock or Neato, ProTeam, Tacony, Nilfisk, and Tennant. The parties acknowledge and agree that a breach of this Section may cause continuing and irreparable injury to BISSELL’s business, for which remedies at law may be inadequate. Accordingly, the parties agree that, in addition to any other monetary damages and remedies that may be available in law or otherwise, any violation or threatened violation of this Section 25 shall entitle BISSELL to seek and obtain injunctive relief against the threatened breach without the necessity of proving actual damages or providing bond (to the extent permitted by applicable laws).

禁止招揽员工/竞业禁止。 在采购订单生效期间以及此后的六（6）个月内，供应商不得直接或间接（a）招揽或接近必胜的任何员工，以诱使该员工终止与必胜的雇佣关系，或（b）向必胜的任何竞争产品线或在参与运营该等竞争产品线的任何供应商提供商品/服务或与之开展业务，或接受其雇佣，或与涉及其中的工作相关联。“竞争产品线”包括与必胜经营的产品或产品线类似或竞争的、非必胜品牌的任何产品或产品线，包括但不限于通过干湿技术清洁的地面清洁设备，通过干湿技术清洁的地面清洁机器人设备，使用蒸汽技术进行清洁和清洗的地面清洁设备，通过干湿技术进行清洁的污渍清洁剂，空气护理、空气净化以及地毯和地板清洁化学产品线。竞争产品线包括必胜现有竞争对手或竞争品牌，包括 Dyson Limited（戴森）、皇家 Royal、Sharkinja Operating LLC（Shark/鲨客）、Rug Doctor、Chiaphua Industries Ltd（捷和实业有限公司）或其任何营销合作伙伴、Shop Vac、Sharp（夏普）、Miele（美诺）、Black&Decker（百得）、LG、Phillips（飞利浦）、TTI 或 Technonic Industries（科创实业有限公司）（Hoover 胡佛、Dirt Devil 德沃、Vax、Oreck）、Samsung（三星）、Aerus、Hoover Candy, Henry, Vorwerk（福维克）、Karcher（德国卡赫）、SEB Group（赛博集团）、Rowenta、Genie、BSH Group（博西家用电器集团）（Bosch Siemens 博世西门子）、小米、TEK、Haan、UWant、iRobot、Ecovacs（科沃斯）、石头或 Neato、ProTeam、Tacony、Nilfisk，以及 Tennant。双方认可并同意，违反本条规定可能会对必胜的业务造成持续且不可弥补的损害，为此，法律上的救济可能不足。因此，双方同意，除了法律或其他规定的任何其他金钱损害赔偿和救济外，任何违反或可能违反本第 25 条的行为应使必胜有权寻求并获得针对可能发生的违约的禁令救济，而无需证明实际损害或提供担保（在适用法律允许的范围内）。

26. Record Keeping & Audit. For a period of two years from the expiration or termination of the Purchase Order, Supplier shall maintain complete accounts and records of the work product and transactions supporting the Goods/Services delivered to BISSELL (including records of its reimbursable expenditures and fees) in accordance with generally accepted accounting principles. Such records include, but are not limited to, (i) financial/accounting records, (ii) manufacturing, sales, shipment, returns and promotion ledgers and information, and (iii) if applicable, any consumer or customer comments and call logs and

data (collectively the “Records”). BISSELL shall be permitted, with 48-hours prior written notice, to conduct (or have its representative’s conduct) an audit or inspection of such information. If Supplier is a manufacturer of Goods, Supplier will keep such Records for no less than ten (10) years following the date to which they pertain, or for such longer period as is required by applicable law. The record retention and audit requirements of this Section 26(i) shall survive the expiration or termination of this Agreement.

记录保存和审计。自采购订单到期或终止之日起两年内，供应商应按照一般公认会计原则，保存工作产品和向必胜交付商品/服务的相关交易的完整账目和记录（包括其可报销支出和费用的记录）。该等记录包括但不限于：（i）财务/会计记录，（ii）制造、销售、装运、退货以及促销分类账本和信息，以及（iii）任何消费者或客户意见以及通话记录和数据（如适用）（统称为“记录”）。必胜应被允许在提前 48 小时发出书面通知的前提下，对该等信息进行审计或检查（或由其代表进行）。如果供应商是商品制造商，则供应商应在相关日期后至少十（10）年内或适用法律所要求的更长时间内保存该等记录。第 26(i)条的记录保存和审计要求应在本协议到期或终止后继续有效。

27. Independent Contractor. The parties are independent contractors hereunder, and nothing in this Purchase Order shall be construed to place the parties in any other relationship including employer/employee, partners, joint ventures, fiduciaries or agents. Neither party has authority to assume or to create an obligation that binds the other party. If Supplier performs under this Purchase Order with subcontractors, employee or other personnel, and Supplier acknowledges that BISSELL has no labor relationship with, right, power, authority or duty to select, hire, manage, discharge, supervise or direct any of Supplier’s employees, agents, subcontractors or their respective employees. Supplier will fully indemnify and defend BISSELL and its Affiliates against any claims asserted by Supplier’s employees, agents, subcontractors or their respective employees alleging employment or other labor relationship with BISSELL.

独立缔约方。双方为本条款及细则项下的独立缔约方，并且本采购订单中的任何内容均不得解释为将双方置于任何其他关系中，包括雇主/雇员、合伙人、合资企业、受托人或代理。任何一方都无权承担或创设约束另一方的义务。如果供应商与分包商、员工或其他人员一起执行本采购订单，并且供应商承认必胜与供应商的任何员工、代理、分包商或其各自的员工没有劳动关系，且必胜也没有权利、权力、权限或义务选择、雇佣、管理、解雇、监督或指导供应商的任何员工、代理、分包商或其各自的员工。对于供应商的员工、代理、分包商或其各自的员工声称与必胜存在雇佣关系或其他劳动关系而提出的任何索赔，供应商将对必胜及其关联方进行全面赔偿和保护。

28. Information Security.

(a) Supplier shall follow industry best practice and implement reasonable precautions and measures (both organizational and technical) to preserve the integrity and prevent and detect the corruption and unauthorized access of data through its information technology system. Supplier shall immediately notify BISSELL if the security of Supplier’s information systems, computer networks, or data files is breached or compromised in any way. Supplier shall cooperate with BISSELL in connection with BISSELL’s handling of the matter, including but not limited to providing physical access to or making available all relevant logs, files, data reporting and other materials required to comply with applicable laws or as reasonably required by BISSELL. Supplier shall reimburse BISSELL for all actual reasonable costs incurred by BISSELL in responding to and mitigating damages caused by any such breach or compromise, including all costs of notice of the breach. 供应商应遵守行业最佳实践，采取合理的预防措施和方法（包括组织上的和技术上的），以通过其信息技术系统保持数据的完整性，并防止和侦查对数据的破坏和未经授权的访问。如果供应商的信息系统、计算机网络或数据文件受到任何形式的破坏或损害，供应商应立即通知必胜。供应商应在必胜处理该等事项方面与必胜合作，包括但不限于使必胜能够访问或向必胜提供所有相关日志、文件、数据报告和其他为遵守适用法律或符合必胜合理要求的材料。供应商应向必胜补偿必胜在应对和减轻任何该等违约或危害造成的伤害时产生的所有实际合理费用，包括通知违约的所有费用。

(b) If in the course of its performance of its obligations under the Purchase Order and these terms and conditions, Supplier collects, receives, accesses or uses any confidential protected individually identifiable personal information (including but not limited to health, financial, identity-related or authentication-related) (“PII”), Supplier shall do so only in accordance with all applicable PRC, U.S. and other relevant international privacy laws, regulations, industry standards etc. including but not limited to PRC Personal Information Protection Law (“PIPL”), PRC Cyber Security Law (“CSL”), the Australian Privacy Act 1988, and the General Data Protection Regulation (“GDPR”) (Regulation (EU) 2016/679) and any subsequent legislation. Any such PII is deemed to be Confidential Information. Supplier will use, keep and maintain all such information in strict confidence, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of such information. Supplier will promptly notify BISSELL in the event of (i) any breach of its security that results in unauthorized access to such information; (ii) the consequences of the breach; and (iii) the corrective action taken to remedy the breach. Supplier shall safeguard PII which is received, transmitted, managed, processed, etc. and require its subcontracts or agents to meet the above security precautions. If Supplier receives PII of BISSELL’s customers or consumers, BISSELL may require that Supplier conduct or maintain an audit to its reasonable satisfaction.

如果供应商在履行其在采购订单和本条款及细则项下的义务过程中收集、接收、访问或使用任何保密的、受保护的以及可识别的个人信息（包括但不限于健康、财务、与身份相关或与认证相关的信息）（“PII”），则供应商须遵守所有适用的中华人民共和国、美利坚合众国和其他相关的国际隐私法律、法规、行业标准等，包括但不限于《中华人民共和国个人信息保护法》、《中华人民共和国网络安全法》、澳大利亚 1988 年《隐私法》和《通用数据保护条例》（GDPR）（法规（欧盟）2016/679）以及任何后续法律。任何该等 PII 均被视为保密信息。供应商在使用、保存和维护该等信息时都将对其严格保密，并采取一切商业上合理的组织和技术方面的措施，以预防对该等信息的非法和未经授权的处理。如果发生以下情况，供应商应立即通知必胜：（i）任何对供应商安全系统的侵犯导致了对该等信息的未授权访问；（ii）该等侵犯的后果；以及（iii）为补救该等侵犯所采取的纠正措施。供应商应保护其接收、传输、管理、处理（等）的 PII，并要求其分包商或代理满足上述安全预防措施。如果供应商收到必胜客户或顾客的 PII，必胜可要求供应商进行或维持令其合理满意的审计。

29. Language. These terms and conditions are prepared in English and Chinese. BISSELL and Supplier agree that in case of any discrepancy between the two versions, the Chinese version shall prevail.

语言。本条款及细则以英文和中文书就。必胜和供应商同意，如果两个版本之间存在不一致时，应以中文版本为准。