

## PURCHASING TERMS AND CONDITIONS

### 瀚纳瑞采购条款

These Hanarey Purchasing Terms and Conditions (“Terms”) govern all purchases made by Hanarey Chemicals (Shanghai) Co. Ltd. (“Hanarey”) from a Seller. In the event of any dispute, Seller’s recourse shall be limited to Hanarey. These Terms, including each Purchase Order entered into by the parties pursuant to these Terms, constitute the entire agreement between the parties in relation to the given project or order, and supersede all prior agreements between them in relation to that order. Hanarey rejects any additional, different or inconsistent terms delivered with or contained in Seller’s order acknowledgment forms, correspondence, or other standard business forms, and no terms in subsequent documents shall alter these Terms unless specifically agreed to by Hanarey.

本瀚纳瑞采购条款（本“条款”）适用于瀚纳瑞化工（上海）有限公司（“瀚纳瑞”）向卖方进行的所有采购。如果发生任何争议，卖方的追索权仅限于瀚纳瑞。这些条款（包括双方根据这些条款签订的每份采购订单）构成双方之间关于相关项目或订单的完整协议，并取代双方之间之前关于该订单的所有协议。瀚纳瑞不接受任何卖方提供的订单确认表、信函或其他标准商业表格中附带或包含的任何附加、不同或不一致的条款，并且除非瀚纳瑞明确同意，否则后续文件中的任何条款均不得更改本条款。

1. **Relationship.** The relationship between Hanarey and Seller is that of independent contractors, and nothing in the Terms or the Purchase Orders (if any) shall create an agency, partnership, joint venture or any other form of enterprise, employment or fiduciary relationship.

**关系。**瀚纳瑞和卖方之间的关系是独立承包商的关系，本条款以及所有采购订单（如有）中的任何内容均不应在双方之间建立代理、合伙、合资或任何其他形式的企业、雇佣或信托关系。

2. **Acceptance.** Seller’s confirmation, order acknowledgement, performance of services or shipping of goods shall constitute acceptance of Hanarey order and these Terms. No acknowledgment or other document written or executed by Seller shall be binding on Hanarey with respect to Hanarey order, unless any such instrument is signed by Hanarey Purchasing representative. All deliveries of goods and/or the rendering of services by Seller are based solely upon the price, quantities, delivery dates, terms and conditions and specifications as set forth on an ancillary Hanarey supply contract or purchase order. Hanarey’s acceptance of the Purchase Order is expressly limited to and made conditioned upon Seller’s acceptance of these Terms.

**接受。**卖方的确认、订单确认、服务履行或货物装运应构成对瀚纳瑞订单及本条款的接受。除非经瀚纳瑞采购代表签署，否则卖方一方针对瀚纳瑞订单所撰写或签署的任何确认书或其他文件对瀚纳瑞均没有约束力。卖方交付的所有货物和/或提供的所有服务均仅应基于配套的供应合同或采购订单中规定的价格、数量、交付日期、条款和条件以及规格。瀚纳瑞接受采购订单的前提是卖方接受本条款。

3. **Title and Risk.** Title to goods passes to Hanarey upon the earliest of delivery or acceptance. Risk of loss to Products shipped passes to Hanarey upon change in title.

**所有权和风险。** 货物所有权在最早交付或接受时转移给瀚纳瑞。已发货产品的损失风险自所有权变更时转移给瀚纳瑞。

4. **Quality, Quantity, Deliveries, and Packing.** All goods delivered and/or services rendered must be of the best quality. Seller shall ship and deliver all goods and render services on the dates and in the quantities specified in the purchase order, during Hanarey' normal business hours, unless approval of any change is given by Hanarey in writing. If the Seller cannot meet ship date(s) specified on an order, Seller must advise Hanarey immediately. No charge will be paid by Hanarey for packing, boxing, or cartage, unless specified in the purchase order. Loss of or damage to any goods not packed in such a manner as to ensure proper protection to same shall be borne by Seller. Each package of goods shipped must contain documentation showing shipper's name, contents of package, and the purchase order number. All shipping documents and carton labels shall show the Hanarey PO number. All shipments to Hanarey shall be FOB destination unless otherwise specified in the order.

**质量、数量、交付和包装。** 交付的所有货物和/或提供的服务必须具有最佳质量。卖方应在瀚纳瑞的正常营业时间内，按照采购订单规定的日期和数量装运和交付所有货物并提供服务，除非瀚纳瑞书面批准任何变更。如果卖方不能满足订单上规定的装运日期，卖方必须立即通知瀚纳瑞。除非采购订单中另有规定，否则瀚纳瑞不会支付包装、装箱或搬运费用。如果任何货物的包装方式不足以确保其得到适当保护，该等货物的损失或损坏应由卖方承担。装运的每个货物包装必须包含显示发货人姓名、包装内容和采购订单号的文件。所有装运文件和纸箱标签应显示瀚纳瑞订单号。除非订单中另有规定，否则所有运往瀚纳瑞的货物应为均采取 **FOB** 目的地的贸易方式。

5. **Inspection.** Notwithstanding prior payment and/or inspection by Hanarey, all shipments of goods and/or services shall be subject to inspection by and approval of Hanarey after arrival of such goods at the delivery point specified in the order and/or after such services have been provided. Hanarey may, at its sole discretion, reject all or any portion of the goods or services if it determines the goods or services are non-conforming or defective.

**检查。** 尽管瀚纳瑞事先进行了付款和/或检查，所有货物和/或服务的装运应在货物到达订单规定的交货点和/或提供此类服务后，接受瀚纳瑞的检查和批准。如果瀚纳瑞确定货物或服务不合格或有缺陷，则可自行决定拒收全部或部分货物或服务。

6. **Contamination Prevention.** Seller must take steps to assure that all raw materials, components, and empty containers are free from particulate, scale or cross contamination of any kind. Seller acknowledges that this requirement is a material requirement of its agreement with Hanarey.

**防止污染。** 卖方必须采取措施，确保所有原材料、组件和空容器没有任何类型的颗粒、氧化皮或交叉污染。卖方承认，该要求是卖方与瀚纳瑞之间的合同的重要要求。

7. **Rejected Shipments and Hanarey Remedies.** If the goods shipped or to be shipped and/or services provided are rejected in whole or in part by Hanarey by reason of Seller's failure to comply with any of the Terms, Hanarey may either return the rejected portion of such goods at Seller's expense or hold the same for such disposal as Seller shall indicate without invalidating the remainder of the Purchase Order; or Hanarey may reject the entire shipment of such goods and/or reject the entire services and cancel the purchase order for any undelivered balances of goods and/or un-rendered services. If goods shipped are rejected Hanarey may, at its sole

discretion,(i) require Seller to promptly replace the rejected goods and/or services and pay for all related expenses, including but not limited to transportation charges for return of the defective goods, or (ii) purchase like goods and/or obtain like services elsewhere and charge Seller with any loss or damage (either direct or indirect) sustained by Hanarey including, but not limited to any difference between the price paid by Hanarey for such like goods and/or services and the price specified on the face hereof) plus all costs of collecting the same (including, but not by way of limitation, attorneys' fees and court costs). Hanarey shall not be obligated to pay for any goods shipped and/or services rendered which are rejected by it.

**拒绝装运和补救措施。**如果由于卖方未能遵守任何条款，瀚纳瑞全部或部分拒收已装运或将要装运的货物和/或提供的服务，则瀚纳瑞可退还该等货物中被拒收的部分，费用由卖方承担，或保留该等货物中被拒收的部分以按照卖方指示的方式处置，但不影响本采购订单其余部分的效力；或者，瀚纳瑞可拒绝已经交付运输的全部货物和/或拒绝全部服务，并取消任何剩余未交付部分的货物和/或未提供的服务的采购订单。如果装运的货物被拒收，瀚纳瑞可自行决定，（i）要求卖方立即更换拒收的货物和/或服务，并支付所有相关费用，包括但不限于退回有缺陷货物的运输费用，或（ii）从他处购买类似货物和/或获得类似服务，并向卖方收取瀚纳瑞遭受的任何（直接或间接）损失或损害，包括但不限于，瀚纳瑞为此类商品和/或服务支付的价格与本协议规定的价格之间的任何差额，加上索赔该等损失或损害而产生的所有费用（包括但不限于律师费和法庭费用）。瀚纳瑞没有义务为其拒绝接收的任何装运货物和/或服务付款。

8. **Tools, Dies, Films, Discs and Electronic Media** of any kind held by Seller or its permitted assignees for making Hanarey parts must be repaired or replaced by Seller at Seller's expense. Those tools, dies, films, discs, media or all replacements made specifically for the manufacture of Hanarey parts are and shall be considered Hanarey property unless other written agreements are made between Hanarey and the Seller.

**任何工具、模具、胶片、光盘和任何类型的电子媒体**，若系用于制造瀚纳瑞零件，并由卖方或其经许可的受让人持有，则必须由卖方自费维修或更换。这些专门用于制造瀚纳瑞零件的工具、模具、胶片、光盘、介质或所有替换品均为且应视为瀚纳瑞的财产，除非瀚纳瑞和卖方之间达成相反的书面约定。

9. **Patents.** Seller represents and warrants that the goods do not infringe any patent; that it will defend any infringement claim or suit that may arise; and that it will indemnify and hold Hanarey harmless from any loss which Hanarey may incur by reason of the assertion of any patent rights with respect to the goods, including but not limited to attorneys' fees and court costs.

**专利。**卖方陈述并保证：货物不侵犯任何专利；卖方将对可能出现的任何侵权索赔或诉讼进行辩护；并且，卖方将赔偿并使瀚纳瑞免受其因与货物有关的任何专利权的主张而可能遭受的任何损失，包括但不限于律师费和法庭费用。

10. **Health and Safety.** All items to be supplied by Seller shall conform in all respects to the requirements of applicable insurance and governmental health and safety regulations.

**健康和安全的。**卖方提供的所有物品应在任何方面均符合相关保险的要求和适用的政府有关健康和安全的有关规定。

11. **Indemnification.** Seller shall indemnify, defend and hold Hanarey, its officers, directors, employees and affiliates harmless against any and all losses, damages, liabilities, claims, actions, judgments, settlements, fines or expenses of whatever kind, including attorneys' fees,

fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, ("Losses") incurred, arising out, relating to, or resulting from any claim alleging: (i) a breach or non-fulfillment of any of Seller's representations, warranties, or covenants in this Agreement; (ii) any negligent act or omission of Seller or any of its officers, directors, employees, agents, affiliates, or assigns ("**Seller Representative**"); (iii) any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Seller or any Seller Representative, (iv) any failure by Seller or Seller Representative, or (v) any of Seller's intellectual property used in the design or production of the Products, or that is embodied in the Products, infringes any intellectual property right of any third party.

**赔偿。** 卖方应赔偿、辩护并使瀚纳瑞、其管理人员、董事、员工和关联公司，免受任何及所有因以下索赔引起的、与之相关的或由此产生的任何及所有损失、损害赔偿、责任、索赔、诉讼、判决、和解、罚款或任何种类的费用，包括律师费、执行本协议项下任何赔偿条款的费用和成本，以及向任何保险供应商索赔的费用（“**损失**”）：（i）违反或未履行卖方在本协议中的任何陈述、保证或承诺；（ii）卖方或其任何管理人员、董事、雇员、代理人、管理公司或受让人（“**卖方代表**”）的任何疏忽作为或不作为；（iii）由于卖方或卖方代表的作为或不作为而导致的任何人身伤害、死亡或不动产或有形个人财产损害（iv）卖方或卖方代表的任何不作为，或（v）卖方在产品设计中生产使用的或包含在产品中的任何知识产权侵犯了任何第三方的任何知识产权。

12. **Notification of Non-conforming product.** Seller shall withhold shipment and shall notify Hanarey immediately in the event that non-conforming product is produced. Arrangements to re-manufacture product within specification and promised ship date shall be communicated to Hanarey at that time. Seller shall repair or replace, at Seller's cost and expense, any defective or nonconforming item which is returned to Seller, within 30 days of discovery.

**不合格品通知。** 如果生产了不合格产品，卖方应暂停装运并立即通知瀚纳瑞。卖方应当及时告知瀚纳瑞，其按照规格并在承诺的装运日期内重新制造产品的安排。卖方应在发现该等不合格品后 30 天内，自费修理或更换任何退回给卖方的缺陷或不合格品。

13. **Compliance with Law and Hanarey Policies.** Seller shall comply with all applicable laws, regulations, and orders, and Seller will furnish Hanarey with a warranty in a form satisfactory to Hanarey and containing such specific language as may be reasonably requested by Hanarey. Prior to commencing any services, the Seller shall obtain and at all times maintain all necessary licenses and consents with respect to the provision of such services. The Sellers hereunder shall also be subject to the rules, regulations and policies imposed by Hanarey, including security procedures, ethics policies and general health and safety practices and procedures.

**遵守法律和政策。** 卖方应遵守所有适用的法律、法规和命令，卖方将以符合瀚纳瑞要求的形式向瀚纳瑞提供质量保证，其中应包含瀚纳瑞可能合理要求的特定语言。在开始任何服务之前，卖方应获得并始终保持与提供此类服务有关的所有必要许可和同意。本协议项下的卖方还应遵守瀚纳瑞实施的各项规则、规定和政策，包括安全程序、道德政策以及一般健康和安全的实践和程序。

14. **Warranty.** Seller warrants the goods and any material furnished to Hanarey (a) to be free from defects in title, labor, material or fabrication, (b) to conform to applicable specifications, drawings, samples or other descriptions given, (c) to be suitable for the purpose intended, (d) to be of



merchantable quality, and further warrants that material of Seller's design will be free from defects in design, (e) conform to Buyer's quality standards (subject to industry standard tolerances and variations), and (f) not infringe upon, violate or misappropriate the intellectual property rights. These warranties shall not be a limitation on any implied warranties associated with the goods and any other material.

**保证。** 卖方保证向瀚纳瑞提供的货物和任何材料 (a) 在所有权、劳动力、材料或制造方面无缺陷, (b) 符合适用的规格、图纸、样品或给出的其他描述, (c) 符合预期用途, (d) 具有适销质量, 并进一步保证卖方设计的材料在设计方面无缺陷, (e) 符合买方的质量标准 (根据行业标准公差和变化), 以及 (f) 不侵犯、违反或滥用知识产权。这些保证不应限制与货物和任何其他材料相关的任何默示保证。

15. **Insurance.** Seller shall, at its own cost and expense, maintain and carry in full force and effect with financially sound and reputable insurers, commercial general liability insurance including products liability insurance and such other coverages as are reasonably necessary or appropriate, in all cases with coverage amounts reasonably acceptable to Hanarey. Upon Hanarey's request, Seller shall provide Hanarey with a certificate of insurance evidencing all insurance coverages.

**保险。** 卖方应自费向财务状况良好且声誉良好的保险公司投保商业一般责任险, 包括产品责任险, 以及其他合理必要或适当的保险, 在所有情况下, 保险金额均应为瀚纳瑞合理接受。应瀚纳瑞要求, 卖方应向瀚纳瑞提供证明所有保险范围的保险证明。

16. **Events Not Within Control of Hanarey.** If by reasons of fire, earthquake, flood, explosion, accident, civil disturbance, difference with or inability to secure workmen, shortages of energy or raw materials, equipment, labor or transportation, production shutdown, or curtailment, lack of facilities, act of God, or of any public enemy, pandemic or any public health and safety urgencies, voluntary or involuntary compliance with any valid or invalid, law, order, regulation, request, or recommendation of any government agency or authority, or other causes beyond the intermediate and direct control of Hanarey, whether or not of the kind or nature herein before specified, Hanarey may be delayed in whole or in part in taking any delivery or deliveries of goods and/or accepting the rendering of services as herein specified, and Hanarey may, by giving written notice to Seller: Cancel this order in whole or in part as to any undelivered portion of such goods and/or unrendered portion of such services, or suspend in whole or in part, deliveries of goods and/or the rendering of services during the continuance of and to the extent of such cause.

**不在瀚纳瑞控制范围内的事件。** 如果由于火灾、地震、洪水、爆炸、事故、内乱、与工人的分歧或无法保障工人的安全、能源或原材料短缺、设备短缺、劳动力或运输短缺、停产或减产、缺乏设施、天灾或任何公敌、疫情或任何公共卫生安全紧急事件, 自愿或非自愿遵守任何有效或无效的法律、命令、法规、要求, 或任何政府机构或当局的建设, 或超出瀚纳瑞直接和间接控制范围的其他原因, 无论是否属于本协议之前规定的类型或性质, 瀚纳瑞有权延迟接收按本协议规定交付的所有或部分货物和/或提供的服务, 并且瀚纳瑞可向卖方发出书面通知: 在该等不可控事件持续期间, 全部或部分取消任何未交付部分货物和/或未提供部分服务的订单, 或暂停全部或部分的货物交付和/或服务的提供。

17. **Calibration.** Where applicable, Seller shall provide calibration & data showing the results of calibration performed. Hanarey QC will be informed of items, if any, which exceed allowable

tolerances. Tamper resistant seals will be affixed to accessible controls. Labels shall be affixed to instruments calibrated and will state: Date calibrated, next due date, and initials of calibrator, certification shall include the statement “Calibration was performed per IAW MIL-STD-45662A and/or NIST” and shall be signed by an official of the organization. **All weighing instruments purchased or sent out for repair by Hanarey must arrive with certification of calibration as specified above.**

**校准。**如适用，卖方应提供能显示校准结果的校准和数据。如果有超出允许公差的项目，卖方将通知瀚纳瑞的质量控制部门。防篡改密封件将贴在可接触的控制装置上。标签应贴在已校准的仪器上，并注明：校准日期、下一个到期日期和校准器的首字母缩写。认证应包括“根据 MIL-STD-45662A 和/或 NIST 进行校准”的声明，并应由负责校准机构的官员签字。**瀚纳瑞购买或送出维修的所有称重仪器必须附有上述规定的校准证书。**

18. **Time of Essence.** Time is of the essence with respect to the Seller’s performance, and Hanarey shall have the right to cancel all or part of this order without penalty if not delivered by the date specified in the order. Overall metrics for on-time deliveries under this Agreement shall be:

**时间至关重要。**时间性对于卖方的履行而言至关重要，如果卖方未在订单规定的日期交付，瀚纳瑞有权取消本订单的全部或部分内容，且无需支付罚金。本协议项下按时交付的总体指标应为：

- a. Delivery > 95% OTD (SIFOT)  
交货率>95%OTD (SIFOT)
- b. Quality < 500 PPM  
质量<500 PPM

19. **Proprietary Disclosures.** “Confidential Information” means any information disclosed by either party to the other party, including, without limitation, documents, prototypes, samples, photographs, video and other visual and graphic representations, which is designated at the time of disclosure as “Confidential” or “Proprietary”, or would be reasonably considered by ordinary business or technical persons to be confidential or proprietary in nature. Confidential Information does not include any information which:

**专有披露。**“保密信息”是指（1）一方向另一方披露的，（2）在披露时被指定为“保密”或“专有”的，或者普通商业或技术人员合理地认为是保密或专有的，任何信息，包括但不限于文件、原型、样品、照片、视频以及其他视觉和图形表示。保密信息不包括以下信息：

- a. was publicly known or available in the public domain prior to the time of disclosure;  
在披露之前已为公众所知或在公共领域内可用
- b. becomes publicly known or generally available after the disclosure through no action or inaction of the receiving party in violation of this Agreement; or  
在披露后，并非因接收方违反本协议的作为或不作为而被公众知晓或普遍可用；或
- c. was or is obtained by the receiving party from a source other than the disclosing party not in violation of any contractual or legal obligation of confidentiality to the disclosing party.

接收方从披露方以外的来源获得的信息，且该披露来源未违反其对披露方的任何合同或法律保密义务。

Neither party shall use any Confidential Information for any purpose other than the performance of its obligations under this Agreement. The receiving party may disclose the Confidential Information only to those of its directors, officers, employees, and representatives who need to know such information, and who have signed confidentiality agreements. The receiving party shall not reverse engineer, disassemble or decompile any prototypes, or samples, and may not analyze any samples for chemical composition. The receiving party shall protect the secrecy of the Confidential Information and take at least those measures that it takes to protect its own most highly confidential information. All documents and other objects containing Confidential Information shall remain the property of the disclosing party and shall be promptly returned upon termination of this Agreement, or upon written request. Nothing in this Agreement shall grant any rights in any IP of the disclosing party, nor shall this Agreement grant any rights in or to the Confidential Information.

任何一方不得将任何保密信息用于除履行本协议项下义务以外的任何目的。接收方仅可向其需要了解该等信息且已签署保密协议的董事、高级职员、员工和代表披露该等保密信息。接收方不得对任何原型或样品进行逆向工程、拆解或反编译，不得分析任何样品的化学成分。接收方应保护保密信息的保密性，并至少采取其为保护自己的高度保密信息而采取的措施。所有包含保密信息的文件和其他物品均为披露方的财产，并应在本协议终止或书面要求时立即归还。本协议的任何规定均不得授予披露方任何知识产权的任何权利，本协议也不得授予保密信息的任何权利。

20. **Assignment.** Seller shall not assign or subcontract any Purchase Order or any part, without the prior written consent of Hanarey, and not unless the assignee or subcontractor agrees to be bound by all the Terms. Any purported assignment or delegation in violation of this section shall be null and void.

**转让。** 未经瀚纳瑞事先书面同意，并且除非受让人或分包商同意完全接受本条款的约束，卖方不得转让或分包任何订单或订单的任何部分。任何违反本节规定的所谓转让或委托均自始无效。

21. **Price.** The price of the goods and/or services is the price specified on the purchase order, and unless specified in the purchase order, price includes all packaging, transportation costs, insurance, customs duties, fees, and applicable taxes. Prices may decrease but may not increase during the life of Hanarey purchase orders.

**价格。** 货物和/或服务的价格为采购订单中规定的价格，并且除非采购订单中另有规定，否则该等价格包括所有包装、运输成本、保险、关税、费用和适用税费。在瀚纳瑞采购订单的有效期内，价格可能会下降但不会上升。

22. **Governing Law.** This purchase order shall be governed by the laws of the People's Republic of China (for purpose of these Terms, not including Hong Kong, Taiwan and Macao) without regard to the conflicts of law provisions. In the event of a dispute arising from this purchase order, Purchaser agrees to submit all such disputes exclusively to arbitration administered by the China International Economic and Trade Arbitration Commission (CIETAC). The number of arbitrators shall be one. Proceedings shall be conducted in Shanghai and in the English language, and awards made by such single arbitrator shall be enforceable in any court of applicable jurisdiction.

**适用法律。**本采购订单受中华人民共和国（为本条款之目的，不包括香港、台湾和澳门）法律管辖，但不包括法律冲突条款。任何与本订单有关的法律诉讼应提交中国国际经济贸易仲裁委员会（CIETAC）进行仲裁。仲裁员人数应为一。诉讼应在上海以英语进行，且该仲裁员做出的裁决可在任何适用管辖权的法院强制执行。

- 23. Entire Agreement.** This order may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which together constitute one and the same instrument. No waiver by Hanarey of any of these terms and conditions is effective unless explicitly set forth in writing and signed by Hanarey. If any term or provision of these Terms is to be held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision herein or in the applicable Purchase Orders. Provisions of these Terms, which by their nature should apply beyond the termination or expiration of these Terms, will remain in force after any such termination or expiration.

**完整协议。**订单可签署多份副本，每份副本在签署和交付时均为正本，但所有副本共同构成同一份文书。除非以书面形式明确规定并经瀚纳瑞签署，否则瀚纳瑞对这些条款和条件的弃权无效。如果本条款中的任何条款或规定被视为无效、非法或不可执行，该等无效性、非法性或不可执行性不应影响本条款中或适用订单中的任何其他条款或规定。本条款中根据其性质应在本条款终止或到期后适用的规定，将在任何此类终止或到期后继续有效。

- 24. Change Notification by Seller. Seller shall provide Hanarey with 6 months written notice prior to ceasing production of, or making any modifications to items listed on this order.** Modifications requiring this notification include, but are not limited to, raw materials, components, manufacturing equipment, processes and locations, subcontractors, test methods, specifications, tolerances and performance criteria. Hanarey may, at its sole discretion, accept or reject any such change notification. Any rejection by Hanarey may include a termination of all or any part of a purchase order, without any cost, penalty or other expense to Hanarey.

**卖方的变更通知。**卖方应在停止生产本订单所列物品或对其进行任何修改之前，提前6个月向瀚纳瑞发出书面通知。需要通知瀚纳瑞的变更，包括但不限于原材料、部件、制造设备、工艺和位置、分包商、试验方法、规范、公差和性能标准的变更。瀚纳瑞可自行决定接受或拒绝任何此类变更通知。瀚纳瑞的任何拒绝可能包括终止采购订单的全部或任何部分，且瀚纳瑞对此不承担任何成本、罚款或其他费用。

- 25. Change Notification by Hanarey.** Hanarey may, at any time by written instructions and/or drawings issued to Seller, order changes to any order for goods or services. Seller shall within 10 days of receipt of any change order, submit a firm cost proposal for the change order. If Hanarey accepts such cost proposal, Seller shall proceed with the changed order subject to the cost proposal and the Terms.

**瀚纳瑞的变更通知。**瀚纳瑞可随时通过向卖方发出书面指示和/或图纸，指示任何货物或服务订单的变更。卖方应在收到任何变更指示后10天内，提交变更订单的固定成本建议书。如果瀚纳瑞接受此类成本建议书，卖方应根据成本建议书和条款继续执行变更订单。

- 26. Termination.** In addition to any remedies that may be provided under these terms and conditions, Hanarey may terminate any purchase order with immediate effect upon written notice to the Seller, either before or after acceptance of the goods or the Seller's delivery of services, if Seller has not conformed or complied with the purchase order or any of these terms and



conditions, in whole or in part. If Hanarey terminates any purchase order for any reason, Seller's sole and exclusive remedy is payment for the goods received and accepted and services accepted by Hanarey prior to the termination.

**终止。**除本条款项下约定的任何补救措施外，如果卖方未全部或部分遵循或遵守采购订单或本条款和条件，瀚纳瑞可在接受货物或卖方提供服务之前或之后，经向卖方发出书面通知后，立即终止任何采购订单。如果瀚纳瑞出于任何原因终止任何采购订单，卖方的唯一补救措施是获得瀚纳瑞支付的订单终止前收到和接受的货物以及接受的服务的价款。