TERMS AND CONDITIONS OF PURCHASE

The Parties. **Seller:** the party to whom the purchase order is addressed ("You," "Your"). **Buyer:** SIMPLOT (CHINA) FOOD CO.,LTD, our subsidiaries and controlled affiliates ("Simplot," "Our," "We," "Us").
双方。卖方：采购订单所指的对象（“贵方”）。**买方：**辛普劳（中国）食品有限公司及子公司和受控附属公司（“辛普劳”，“我方”）。

How these Terms Apply. These terms and conditions ("Terms") for the purchase of goods and/or services (collectively, "Goods") specified on the face of this purchase order ("Order") constitute Simplot's offer for the purchase of the Goods from You. The Order and the Terms form the entire "Agreement" between the parties for the Goods, including any repaired or replacement Goods from You. Unless otherwise agreed by both parties in the order or in any other written form, all aspects of your act of providing goods to Simplot shall be subject to the provisions of these terms.
条款的适用方式。本条件条款（“本条款”，“本协议”）约定的货物和/或服务（统称“货物”）采购条款构成辛普劳向贵方购买货物的要约。我方因向贵方采购货物发出的订单（“订单”）和本条款构成了双方就货物达成的完整协议，包括贵方提供的任何修理或更换的货物。除非双方在订单中或以其他书面形式另行约定以外，贵方向辛普劳提供货物的行为的全部方面均应适用本条款的约定。

Your Acceptance. This Agreement is not binding on Simplot until You accept the Order in writing or begin to perform in accordance with the Order except the **Confidentiality and Intellectual Property clause**.
贵方接受订单。在贵方书面接受订单之前，本条款除保密和知识产权之外的条款对双方不具有约束力。

What If There Is an Existing Agreement? If this Order is issued in conjunction with a separate (and currently valid) agreement that is signed by Simplot and governs Our purchase of the Goods (an "Existing Agreement"), the terms in the Existing Agreement will control to the extent any Terms in this Agreement conflict with the terms in the Existing Agreement.
若存在现有协议。如果本订单是与辛普劳签署的单独（且当前有效）的协议（“现有协议”）一起发出的，并且该协议管理我方对货物的购买，则在本协议中的任何条款与现有协议中的条款冲突的情况下，以现有协议中的条款为准。

Price; Invoice; Payment Terms. **Price.** The price is the excluding tax price stated in the Order (the "Price"). If no Price is included in the Order, the Price will be the lesser of the price set out in Your published price list in force as of the date of the Order, or the price as may have been agreed upon by Simplot and You. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties, and fees and applicable taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Simplot. **Invoice.** The invoice amount is the order price and the corresponding tax. You will submit all invoices within 30 days after completion of delivery and only in accordance with the Terms. **Payment Terms.** Simplot will pay all properly invoiced and undisputed amounts due to You within the agreed payment terms aligned with procurement. The parties will seek to resolve any payment disputes expeditiously and in good faith. Notwithstanding any such dispute, You will continue performing Your obligations under the Order.
价格；发票；付款条件。价格。价格为订单中规定的不含税价格（“价格”）。如果订单中未包含价格，价格将是订单日期生效的贵方发布的公开价格表中价格或辛普劳与贵方商定的价格中两者间的较低价格。除非订单中另有约定，价格包括所有包装、运输到交付地点的全部费用、保险、关税和适用税费。未经辛普劳事先书面同意，任何由于材料、劳动力或运输成本增加或其他原因导致的价格上涨均无效。**发票。**发票金额为订单价格及相应的税金。贵方应依据条款约定，在交付完成后 30 天内提交全部符合法律规定的增值税专用发票。**付款条款。**辛普劳将按照采购的约定向贵司支付正确开具发票且无争议的货款。双方应本着诚信原则尽力及时解决任何付款争议。尽管存在此类争议，贵司仍应继续履行订单下的义务。

Delivery; Title and Risk of Loss. You will deliver the Goods in the quantities, on the date(s) ("Delivery Date"), at the locations, and in accordance with the shipping terms specified in this Order or as otherwise agreed in writing and signed by Simplot and You. Timely delivery of the Goods is of the essence; delivery is not complete until all Goods under this Order are actually received and accepted by Simplot. All packing and crating by You will comply with the carriers' tariffs and in suitable containers for protection in shipment and storage. If You fail to deliver the Goods in full on the Delivery Date, Simplot may terminate the Order immediately by providing You written notice and You will indemnify Us against any losses, claims, damages, and reasonable costs and expenses attributable to Your failure to deliver the Goods on the Delivery Date. Title and risk of loss pass to Simplot in accordance with the shipping term specified on the Order. If no shipping term is specified, then: Title passes to Simplot upon the earlier of the delivery of the Goods to Simplot or Simplot's payment for the Goods; and You bear the risk of loss or damage to the Goods until the Goods are delivered to Simplot.
交付；所有权和风险转移。贵方将按照订单中规定的数量、日期（“交付日期”）、地点和运输条款或辛普劳与贵方书面同意的其他方式交付货物。货物的及时交付至关重要，交付指贵方将订单中的所有货物运输到指定位置，并实际由辛普劳接收/接受。贵方的所有包装和装箱必须符合承运人的费率规定，并使用适合运输和储存保护的容器。如果贵方未能在交付日期全部交付货物，辛普劳可以通过书面通知贵方立即终止订单，贵方将赔偿我方因未能在交付日期交付货物而导致的任何损失、索赔、损害和合理的费用和开支。货物所有权和风险自完成交付后转移至辛普劳。在货物交付给辛普劳之前，贵方承担货物的损失或损坏风险。

Rejection of Nonconforming Goods. Simplot, in Our sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if We determine the Goods are nonconforming or defective. If Simplot rejects any portion of the Goods, We have the right, effective upon written notice to You, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If We require replacement of the Goods, You will, at Your expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If You fail to timely deliver replacement Goods, Simplot may replace them with goods from a third party and charge You the price differential and all associated costs, and terminate this Order for cause pursuant to the Terms. Any action by Simplot under this Section will not reduce or otherwise affect Your obligations under the Order.
拒收不合格货物。辛普劳有权自行选择检查所有或部分货物，如果辛普劳确定货物不合格或有缺陷，可以拒收全部或部分货物。辛普劳拒收任何部分货物后，有权在书面通知贵方并：(a) 撤销全部订单；(b) 以合理的折扣价格接受货物；或 (c) 拒收货物并要求更换被拒收的货物。如果要求更换货物，贵方应自费迅速更换不合格货物并承担所有相关费用，包括但不限于退回缺陷货物和交付更换货物的运输费用。如果贵方未能及时交付更换货物，辛普劳可以从第三方处购买货物并向贵方收取价格差额和所有相关费用，并有权终止本订单。辛普劳根据本条采取的任何行动不构成豁免或以其他方式影响贵方在订单下的其他义务。

Warranty. **Warranties.** You warrant to Simplot that all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to specifications, drawings, designs, samples, and other requirements specified by Simplot in the Order or otherwise; (c) be fit for their intended purpose and operate as intended; (d) Provide a warranty period of 3 months, or 6 months, or 12 months, or 24 months as agreed, this will be stated in the PO text. During the warranty period, you shall provide free repair or replacement services. Where there is a contract in place, warranty terms in the contract will override. (e) be merchantable; (f) be free and clear of all liens, security interests, or other encumbrances; and (g) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Simplot as well as the termination or expiration of this Agreement. **Additional Requirements.** If the Goods are food products, (u) the Goods must be slip-sheeted and shrink wrapped if specified by Simplot; (w) no product, component, or ingredient with a foreign country origin can be used without prior approval from Us; (x) the Goods must meet all requirements of, as amended, the Food Safety Law of the People's Republic of China and rules thereunder including those related to pesticide and chemical residues, and, as applicable, the Metrology Law of the People's Republic of China; (y) You will provide samples and grading to Us as requested; and (z) You must execute Simplot's standard Food Guaranty.
保证。保证。贵方向辛普劳保证所有货物将：(a) 无任何工艺、材料和设计缺陷；(b) 符合辛普劳在订单中或以其他方式指定的规格、图纸、设计、样品和其他要求；(c) 适合其预期用途并按预期运行；(d) 根据采购约定提供 3 个月、或 6 个月、或 12 个月、或 24 个月质保期，这将在 PO 文本中说明。在保修期内，您应提供免费维修或更换服务。在有合同的地方，合同中的保证条款将优先于本条款；(e) 具有适销性；(f) 无任何留置权、担保权益或其他产权负担；(g) 不侵犯或盗用任何第三方的专利或其他知识产权。这些保证在辛普劳对货物的任何交付、检查、接受或付款后以及本协议终止或到期后仍然有效。**附加要求。**如果货物是食品产品，则：(u) 如果辛普劳指定，

货物必须使用滑板纸隔开并用收缩膜包装；(w) 未经我方事先批准，不得使用任何来源于外国的产品、成分或配料；(x) 货物必须符合《中华人民共和国食品安全法》及相关法律法规、规章的要求（包括但不限于与农药和化学残留有关的规定）以及适用的《中华人民共和国计量法》及相关法律法规、规章的要求；(y) 贵方将按要求向辛普劳提供样品和分级；(z) 贵方必须执行辛普劳的标准食品保证书。

Order Changes. Simplot may make the following changes to this Order at any time by written notice to You: (a) drawings, designs, or specifications; (b) method of shipping or packing; (c) place of inspection, acceptance, or Delivery Location; and (d) delivery schedule. Should any such change increase or decrease the cost of, or the time required for, the performance of the Order, either party may request an equitable adjustment in the Price, delivery schedule, or both. Such request for an adjustment must be made in writing within thirty (30) days from the date of Simplot's written notice of the change. Nothing in this Section will relieve You from proceeding without delay in the performance of the Order as changed.

订单变更。辛普劳可以通过书面通知贵方随时对本订单进行以下变更：(a) 图纸、设计或规格；(b) 运输或包装方法；(c) 检查、接受或交货地点；(d) 交货时间。如果任何此类变更增加或减少了订单的成本或所需时间，任何一方可以请求对价格、交货时间表或两者进行公平调整，但此类调整请求必须在辛普劳书面通知变更之日起三十（30）天内以书面形式提出。本条中的任何内容均不会免除贵方在变更后的订单下按时履行的义务。

Confidentiality and Intellectual Property. All Our non-public, confidential, or proprietary information and the existence and Terms of this Agreement are confidential (collectively, "Confidential Information"), and You may not disclose this Confidential Information to any third party unless We give you prior written permission. You will employ reasonable safeguards, in accordance with Central and State laws, to protect Our Confidential Information from inappropriate use or disclosure, but in any event, You will use at least the same level of care to protect Simplot's Confidential Information as You use to protect Your own confidential information. Your safeguards shall include the maintenance of a documented information security program ("IT Security Program") throughout the term of this Agreement. You will provide Us a copy of Your IT Security Program and related documentation upon request. If You learn that any Confidential Information has been accessed or disclosed without proper authorization, You will promptly (but in no event to exceed 72 hours) notify Us. When Our Confidential Information is furnished (only as permitted by Us) to Your suppliers or contractors for procurement of supplies or services by You to complete the Order, You will require them to abide by the terms of this Section, and You are liable for any breach of such by them. Upon Simplot's request or on termination of this Agreement, You will return or destroy all copies of Simplot's Confidential Information. All of Simplot's Confidential Information and intellectual property in and related to the Goods (with the exception of Your pre-existing intellectual property in the Goods prior to this Agreement) exclusively remains Simplot's property with no ownership interest or license granted to You.

保密和知识产权。我方所有的非公开、保密或专有信息以及本协议的存在和条款都是保密的（统称为"保密信息"），未经辛普劳事先书面许可，贵方不得向任何第三方披露这些保密信息。贵方应根据本协议及中华人民共和国法律采取合理的保护措施，以防止我方的机密信息被不当使用或披露，贵方将至少使用与保护贵方自己的保密信息相同的保护级别。贵方的保护措施应包括在本协议期间内维护一个记录在案的信息安全计划（"IT 安全计划"）。贵方应根据要求向我方提供贵方的 IT 安全计划及相关文件。如果贵方发现任何保密信息未经授权被访问或披露，贵方应立即（不超过 72 小时）通知我方。若基于贵方完成订单的采购需要，贵方向相应供应商或者承包商提供辛普劳的保密信息，贵方应首先取得辛普劳的书面同意并要求他们遵守本条款关于保密和知识产权的约定并监督其履行，贵方应承担相应供应商或者承包商违反保密和知识产权的全部责任。根据辛普劳的要求或本协议终止时，贵方将返还或销毁所有辛普劳的保密信息副本。所有辛普劳的保密信息和与货物相关的知识产权（除贵方在本协议之前已存在的货物中的知识产权外）均为辛普劳的专有财产，贵方不享有任何所有权或授权许可。

Liability and Indemnity. You agree to indemnify, defend and hold Simplot, our officers, directors and employees harmless from any reasonable attorney's fees through all levels of appeal, damages, fines, expenses, claims, penalties, costs (including the costs of enforcing any right to indemnification under this Agreement and pursuing any insurance providers), and the like ("Losses") arising out of or related to (a) the Goods purchased by Us from You, (b) Your negligence, willful misconduct, or breach of the Terms, or (c) any claim that Simplot's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. You will not enter into any settlement of third-party claims without Simplot's prior written consent.

责任和赔偿。贵方同意承担辛普劳及我方的高级职员、董事和员工免受因以下原因引起的任何合理的律师费（包括所有上诉、再审阶段）以及所有损害赔偿、索赔、罚款、费用、支出（包括执行本协议下任何赔偿权利和追索任何保险提供者的成本）等（"损失"）：(a) 我方从贵方处购买的货物；(b) 贵方的故意、过失行为或违反本协议条款；或 (c) 任何主张辛普劳使用或拥有货物侵犯或盗用任何第三方专利、版权、商业秘密或其他知识产权的索赔。未经辛普劳事先书面同意，贵方不得代表辛普劳与任何第三方达成和解。

Events Outside of the Parties Control. Neither party will be liable to the other party for any delays or non-performance when and to the extent such party's ("Impacted Party") delay or non-performance was caused directly by an event beyond the Impacted Party's control to effectively protect against without fault or negligence by the Impacted Party, and that by its nature could not have been foreseen by the Impacted Party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Examples of Force Majeure Events may include (but are not limited to) acts of God, fires, natural disasters. A general economic downturn, a decline in demand for a party's products and/or services, a decline in a party's financial conditions, problems of a supplier or subcontractor (unless caused by a Force Majeure Event and such supplies or services are not obtainable from other sources), contract disputes, or changes in market conditions or cost or availability of materials, components, or services will not be Force Majeure Events. The Impacted Party must give notice within 10 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party must use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party will resume the performance of its obligations as soon as possible after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following its written notice of such, the other party may thereafter terminate this Agreement immediately upon written notice. For illustration purposes only and without limiting the generality of obligations excused under this provision, if Simplot is subject to a Force Majeure Event, We may reduce, suspend or cancel any Order of the Goods.

不可抗力事件。当且仅当一方（"受影响方"）的延迟或不履行是由受影响方无法有效防范且无过错或疏忽的事件直接引起，并且该事件本质上是不可预见的，或即使可以预见也是不可避免的（"不可抗力事件"），双方均不向对方承担任何延迟或不履行的责任。不可抗力事件包括（但不限于）天灾、火灾、自然灾害。一般的经济衰退、对一方产品和/或服务需求的下降、一方财务状况的恶化、供应商或分包商的问题（除非由不可抗力事件引起且此类供应或服务无法从其他来源获得）、合同纠纷或市场条件或材料、组件或服务的成本或可用性的变化均不构成不可抗力事件。受影响方必须在不可抗力事件发生后 10 天内通知另一方，说明事件预计持续的时间。受影响方必须尽力结束故障或延迟，并确保不可抗力事件的影响最小化。受影响方将在原因消除后尽快恢复履行其义务。如果受影响方的故障或延迟在其书面通知后的 30 天内仍未得到解决，另一方可以在此后立即通过书面通知终止本协议。如果辛普劳遭遇不可抗力事件，我方有权减少、暂停或取消任何货物订单。

Termination. Simplot may terminate this Order, in whole or in part, as follows: (a) at any time with or without cause for undelivered Goods on ten 10 days' prior written notice to You; (b) with immediate effect upon written notice to You; (i) either before or after the acceptance of the Goods, if You have not performed or complied with any of these Terms, in whole or in part, (ii) if You become insolvent, file a petition for bankruptcy or commence or has commenced against You proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Upon Your receipt of such notice in (a), You will, unless otherwise specified in the notice, terminate all work under this Order including all subcontracts, and take any action necessary to protect property in Your possession in which We have or may acquire an interest.

终止。辛普劳在出现以下情形时，有权全部或部分终止本订单，具体如下：(a) 对于未交付的货物，辛普劳可在提前十（10）天书面通知贵方终止；(b) 在以下情形时，辛普劳可通过书面通知贵方立即终止：(i) 在接受货物之前或之后，如果贵方未能全部或部分履行或遵守本协议约定的条款；(ii) 如果贵方出现资不抵债，提交破产申请，或启动或被启动与破产、接管、重整程序或情形。在贵方收到 (a) 项中的通知后，除非通知中另有规定，贵方将终止本订单下的所有工作，包括所有分包合同，并采取任何必要的行动保护我方拥有或可能获得利益的财产。

TERMS AND CONDITIONS OF PURCHASE

Simplot's Policies. You will comply with all requirements of Simplot's (a) Code of Conduct found at:https://www.simplot.com/sustainability/prosperity/code-of-conduct; (b) the Good Manufacturing Practices for Contractors, and, if supplying food products, the APAC Supplier Food Safety and Quality Standard which can be found at go.simplotfoods.com/GMP_Policy . You will ensure all of Your workers (including subcontractors) abide by the foregoing policies.

辛普劳的政策。贵方将遵守辛普劳的所有要求：(a) 行为准则：https://www.simplot.com/sustainability/prosperity/code-of-conduct (b)承包商的良好生产规范，以及如果供应食品产品，可在https://go.simplotfoods.com/GMP_Policy 找到 APAC 供应商食品安全和质量标准 。贵方将确保贵方的所有工人（包括分包商）遵守上述政策。

Miscellaneous. **Audit.** Simplot or a third party on Our behalf may conduct an audit of Your relevant books, records, and procedures ("Records") at any commercially reasonable time to confirm compliance with the terms of this Agreement. You agree to retain the relevant Records throughout the term of this Agreement and for a period of 2 years after the expiration or termination of the Agreement. **Compliance With Law.** You are in compliance with and will continue to comply with all laws, regulations, and ordinances applicable to the Goods and your performance under this Agreement. You have and will maintain in effect all the licenses, permissions, authorizations, consents, and permits that You need to carry out Your obligations under the Order. You will comply with all export and import laws of all countries involved in the sale of Goods under this Agreement. Simplot may terminate this Order if any government authority imposes antidumping duties, countervailing duties, or any retaliatory duties on the Goods. Without limiting the generality of the foregoing, You represent and warrant (a) that You have provided no item of value to any of Simplot's employees or agents for the purpose of procuring the Order; (b) compliance with all anti-corruption related laws, regulations, orders, and policies having the force of law in the jurisdiction in which the Goods are provided and the U.S. Foreign Corrupt Practices Act of 1977; and (c) no government official is a principal, owner, officer, employee, or agent of any entity in which You have an interest, and no government official has any material financial interest in Your business. Further, You warrant all Goods, wrappers, and containers under the Order will bear markers and labels and be manufactured and distributed in compliance with (i) all applicable Chinese Central, Provincial-level and municipal laws, rules and regulations, including without limitation the Law of the People's Republic of China, the Metrology Law of the People's Republic of China and Environmental Protection Law of the People's Republic of China. **Cumulative Remedies.** The warranties, rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. Further, Simplot will have the right to set off against any amounts owed to You for any damages, costs or other claims We may have against You. **Insurance.** Simplot has the right to require you to purchase insurance (including but not limited to personal insurance, property insurance and other commercial insurance) regarding the services, products, and projects provided by you, in accordance with the applicable laws and regulations and the specific requirements of the services. The specific arrangements, conditions, rights and obligations for you to purchase insurance shall be agreed upon by both parties in the SOW and shall be implemented by all parties accordingly. **Assignment.** Unless Simplot agrees in writing in advance, You may not assign or transfer Your rights or obligations under this Agreement (whether by sale, merger, consolidation or otherwise) and any attempt to do so is void. **Severability.** If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect. **Survival.** Provisions of this Agreement which by their nature should survive beyond the expiration or earlier termination of the Order will remain in force after such expiration or termination including, but not limited to: Warranties, Indemnification, Insurance, Confidential Information. **No Waiver.** Neither party will be treated as having waived any rights under this Agreement by not (or delaying in) exercising them. **Amendments.** Any amendments to this Agreement will be valid only if they are in writing and signed by each of the parties. **Notices.** All notices must be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by a party from time to time. If to Simplot, a copy must be sent to 1099 W. Front St. Boise, ID 83702, Attn: General Counsel. **Governing Law.** This Agreement will be governed by the laws of the People's Republic of China without respect to its conflict of laws principles and excluding the U.N. Convention on the International Sale of Goods. **Dispute Resolution.** Each party agrees the people's court where Simplot is located shall has exclusive jurisdiction over all disputes arising from or related to this agreement, China shall have exclusive jurisdiction for all disputes arising under or related to this Agreement. Despite the existence of any dispute, You will continue to perform Your obligations under this Agreement. Nothing in this Agreement is intended to, nor will it, prevent the parties from seeking injunctive relief at any time as may be available under law or equity. **Relationship of the Parties.** This Agreement is on principal to principal basis and the relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity will be construed from this Order. **Full Agreement.** Subject to any Existing Agreement, this Agreement states all the terms agreed between the parties and supersedes all other agreements between the parties relating to this Order's subject matter.

其他。审计。辛普劳或代表辛普劳的第三方可在任何合理的工作时间对贵方的相关账簿、记录和程序（"记录"）进行审计，以确认贵方是否遵守本协议的条款。贵方同意在本协议期间及协议到期或终止后 2 年内保留相关记录。**遵守法律。**贵方已遵守并将继续遵守所有适用于货物和贵方在本协议下履行的法律、法规和条例。贵方已获得并将保持有效履行订单所需的所有许可证、许可、授权、同意和批准。贵方将遵守所有涉及本协议项下货物销售的国家的进出口法律。若任何政府部门对货物征收反倾销税、反补贴税或任何报复性关税，辛普劳可终止本订单。在不限制上述内容的一般性的前提下，贵方声明并保证：(a) 贵方未向任何辛普劳的员工或代理人提供任何有价值的物品以获取订单；(b) 遵守提供货物所在司法管辖区的所有反腐败相关法律、法规、法令和具有法律效力的政策以及 1977 年美国《反海外腐败法》；(c) 没有政府官员或公务员是贵方有利益的任何实体的主要负责人、所有者、职员、雇员或代理人，且没有政府官员或公务员在贵方的业务中有任何重大财务利益。此外，贵方保证订单下的所有货物、包装和容器将标有标记和标签，并符合所有适用的中华人民共和国法律、规则和法规，包括但不限于《中华人民共和国食品安全法》《中华人民共和国计量法》《中华人民共和国环境保护法》或类似立法的规定。**累积补救措施。**本协议下的保证、权利和补救措施是累积的，且是对法律或其他方面可用的任何其他权利和补救措施的补充，而不是替代。此外，辛普劳有权从应付给贵方的款项中扣除我方可能对贵方提出的任何损害赔偿、支出或其他索赔金额。**保险。**在订单履行期间，辛普劳有权根据适用法律法规规定以及具体服务事项需求要求贵方购买关于卖方提供的服务、产品、工程等方面的保险（包括但不限于人身保险、财产保险及其他商业保险）。贵方购买保险的具体安排、条件及权利义务应由双方于订单中予以约定并由各方遵照执行。**转让。**未经辛普劳事先书面同意，贵方不得转让或转移贵方在本协议下的权利或义务（无论是通过出售、合并、合并或其他方式），任何试图转让或转移的行为均构成违约。**可分割性。**如果本协议的任何部分无效、非法或不可执行，其余部分将继续有效。**存续条款。**本协议中按其性质应在订单到期或提前终止后继续有效的条款将在到期或终止后继续有效，包括但不限于：保证、赔偿、保险、保密信息。**无弃权。**任何一方未行使或延迟行使本协议下的任何权利均不视为放弃该权利。**修订。**本协议的任何修订只有在双方书面签署后才有效。**通知。**所有通知必须以书面形式发送至订单正面所列地址或双方不时指定的其他地址。如果发送给辛普劳，副本必须发送至【】，收件人：【】。**适用法律。**本协议将受中华人民共和国法律管辖，不考虑其法律冲突原则，并排除《联合国国际货物销售合同公约》的适用。**争议解决。**双方同意，辛普劳所在地的人民法院对本协议引起或相关的所有争议具有专属管辖权。中国对本协议项下的任何争议均享有排他性的管辖权。尽管存在任何争议，贵方将继续履行本协议下的义务。**双方关系。**本协议是基于平等的、独立的法律地位进行签署，双方之间的关系是独立承包商的关系。本协议中的任何内容均不得解释为在双方之间创建、形成任何代理、合伙、合资或其他形式的联合企业或信托关系，且任何一方均无权以任何方式代表另一方订立合同或约束另一方。订单中不构成双方的任何排他性关系。**完整协议。**在任何现有协议的前提下，本协议列明了双方达成的所有条款，并取代双方之间与本订单标的相关的所有其他协议。