

条款与条件采购订单的标准条款与条件

- 1) 定义；双方关系。当用于本订单(“订单”)时，下列名词的意义如下：(i)“买方”是指波科国际医疗贸易（上海）有限公司或如本采购订单首页所示之其分/子公司或关联企业之一；(ii)“卖方”是指本订单首页载明为卖方的自然人、法人或其他实体；(iii)“商品”是指：(a)依本订单提供或将提供给买方的所有物品、材料、产品、组件、耗材、绘图、设计、原型、模型、数据、文件、商品与其他物品(下称“有形商品”)；(b)本订单载明或要求依本订单提供的所有服务(包括设计、交货安装、检查、测试等)(下称“服务”)；和(c)依本订单授权许可或以其他方式转移给买方的所有软件程序、应用程序、工具和数据库(下称“软件”)，及所有相关开发、支持和维护服务(下称“软件服务”)；以及(iv)“规格”是指本订单首页及/或买方在发出本订单时或之前提供给卖方的书面文件、绘图等中提及的相关商品的零件编号及有版本等级管制的绘图的规格，以及任何相关法律法规的所有要求。买方与卖方各自声明，其仅代表自己行事，而非以任何第三方之代理人名义或代表任何第三方行事。
- 2) 协议完整性。本订单：(i)构成买方对卖方依本订单所述条款与条件采购商品的要约；(ii)经卖方确认或通过实际履约的方式接受后，成为有约束力的合同；并且(iii)构成双方间有关订单事项唯一的完整的协议，并取代先前有关订单事项的所有共识、协议、交易与沟通，无论是口头或书面的，除非买方与卖方另行签署了书面合同，在该等情形下，经双方正式签署和/或盖章的书面合同应优先适用。除买方书面接受的外，其他条款或条件及对本订单修改、变更或增补对买方皆不产生约束力。买方在此明示拒绝卖方任何时间出具的任何报价单、方案、付款通知或类似文件上的任何条款与条件。
- 3) 交付。卖方的交付或履行应严格遵守本订单首页载明的日期。如果未于载明的时间交付或履行(视情况)，买方可选择：(i)从别处采购该商品，并要求卖方赔偿因此遭受的任何损失；(ii)书面同意一份修改过的交付时间表；及/或(iii)取消本订单的全部或任何部分，而不致影响买方的其他权利。关于本订单因此被取消的任何部分，买方可自行选择(若适用)将物品返还给卖方(风险与费用由卖方负担)，或向卖方收取合理的储存费用，直到卖方移除该物品为止。对于超出买方授权范围制造的商品或提供的服务，其风险由卖方自行承担。除非买方事前另行书面同意，否则提前收到的商品发票仍应在买方指定的交付日期到期后再行支付。在买方接收且验收通过商品前，商品毁损灭失的风险由卖方承担。
- 4) 转让；分包。未经买方事前书面同意，卖方不得转让其在本订单下的权利(包含对到期款项的权利)之全部或部分，亦不允许分包本订单的任何卖方义务。本订单所有条款应约束，并为订单双方之继受人与被允许受让人之利益而存续。卖方应采取所有必要措施确保每位卖方员工、代理人和分包商(合称“卖方代表”)遵守本订单所有条款，如同此人即卖方一般。在任何情况下，受让人应承受买方有权对卖方主张的抵销、补偿或其他任何权利请求。
- 5A) 有形商品的保证。卖方保证所有有形商品：(i)不含工艺、材料及制造上的瑕疵；(ii)符合本订单之要求，包括规格以及经买方批准用于本订单的买方或卖方所提供的样品；(iii)若卖方负责设计，则不含设计上的瑕疵；(iv)仅包含新材料(除非规格另有规定)；且(v)质量具备适销性并适用且符合买方的预期用途。卖方应保存生产过程的记录(含日期、制造方式、使用材料、计划外的中断或迟延，及其

他任何影响有形商品质量、形态、适当性、功能及适配度的因素)。上述保证: (a) 构成买方验收有形商品之条件, (b)附加于法律规定的其他所有保证义务(无论明示或默示)之上, 且(c)于检查、验收有形商品和付款后仍然有效。买方批准有形商品之生产过程中的设计或材料, 并不会免除本条规定的卖方保证, 且买方对一项或多项规格要求的放弃, 不构成对其他规格要求的放弃, 除非买方以书面形式作出明确声明。卖方进一步陈述并保证, 买方在此采购的所有商品均无需支付任何特许权使用费或许可费, 无留置权、优先权、抵押权、其他权利负担或所有权瑕疵。

5B) 服务与软件服务的保证。卖方保证: (i) 服务与软件服务将由有资质的人员以专业方式提供, 并将符合本订单(含规格)的要求; (ii) 服务或软件服务之交付物将不会侵犯或违反任何第三方的专利权、商标权、著作权、商业秘密或其他知识产权, 并且, 除于本订单首页载明者外, 无需支付任何特许权使用费或许可费; 及(iii) 服务或软件服务之履行将不会违反或违背卖方的任何合同义务, 包括有关保密、竞业禁止或知识产权的义务。这些保证在对于服务或软件服务的交付物的检查、验收和付款后仍然有效, 并外加于法律规定的其他所有保证义务(无论明示或默示)之上。

5C) 对软件的保证。卖方保证: (i) 卖方拥有授予买方许可的所有必要权利, 且其不含任何抵押、权利负担及其他权利主张; (ii) 软件许可以及买方依卖方提供的软件文档对软件之使用在现在及将来皆不致侵犯或违反任何第三方的专利权、商标权、著作权、商业秘密或其他知识产权, 并且, 除本订单首页载明者外, 无需支付任何特许权使用费或许可费; 及(iii) 软件之运行将依据且符合所提供的文档、规格及订单其他要求。卖方保证软件之源代码适用于以卖方的被许可人为受益人的托管合同。若买方要求, 卖方应向买方提供有关软件源代码托管的信息, 包括托管代理人名称及买方访问该源代码的条件与流程。上述保证在对于服务或软件服务的交付物的检查、验收和付款后仍然有效, 并外加于法律规定的其他所有保证义务(无论明示或默示)之上。

6) 价格与付款。本订单中约定的价格构成对商品和本订单项下授予权利的全部对价。该等价格:(a) 仅可根据本订单首页的明确规定进行调整, 并且(b)已包括所有适用的税金、估价或其他应付给政府当局的款项, 除非本订单首页另有规定。如果本订单首页规定了应付给政府当局的某些税收、股价或其他款项, 卖方应及时为买方开具发票, 买方应将其支付给卖方, 卖方应及时向政府当局申报并支付这些款项。本订单中规定的任何付款或应用任何折扣的期限应从以下日期的较晚日期开始:(i) 在买方规定的接收发票地址收到卖方正确的发票;(ii) 收到提单或快递收据和相应装箱单(如适用);或(iii) 商品(连同任何指定文档)经买方验收, 符合本订单的所有规格和要求。在任何情况下, 买方均不应付卖方任何滞纳金或罚金或利息。买方有权从买方在本订单项下或因其他原因应付给卖方的任何金额中抵扣卖方应付给买方的金额, 无论是否是在本订单项下发生的。通过接受本订单, 卖方保证, 在考虑以下因素的情况下, 本订单项下收取的价格不超过卖方当前向任何其他买方出售相同或实质相似的商品或服务的价格:(i) 对于有形商品: 数量和交付要求; (ii) 对于服务和软件服务: 所需的技能、经验和培训水平; (iii) 对于软件: 许可性质和非价格条款。如本订单所收取的价格被认定超过该等价格, 卖方应立即向买方退还超出部分, 或双方应及时再次审查本订单价格的合理性并重新协商价格。

7) 开具发票。发票应寄到本订单首页载明的地址。除本订单首页另有约定或双方书面同意, 卖方应就每批出货分别开具发票, 且买方将不会支付部分出货的账单。除非买方另以书面同意, 在商品出货前, 卖方不应开立发票, 并且于收到该商品及正确发票之前, 买方不会付款。发票应至少包

含下列信息：订单编号、商品描述、根据当地实践或适用法律法规，通常应包含或强制要求包含的信息，以及以下各项中适用的信息：(i)每个有形商品的运送路线、包装数量、序列号、物品编号、数量、尺寸与单价；(ii)工时、提供的材料的成本(若本订单首页载明可报销此等成本)、服务与软件服务之可报销费用(若本订单首页载明可报销此等费用且经买方事前批准)；及(iii)许可软件的期限、范围和性质。未包含此等信息的发票可能导致买方迟延付款，而此类迟延不会使买方负有任何违约金、利息或额外收费之责任。对于卖方报价单、发票/付款通知或其他沟通中与本订单条款相冲突的规定，买方未表示反对者，不应视为买方放弃本订单条款与条件，本订单的条款与条件仍应优先适用。

- 8) 运输；包装。卖方应依据买方提供的规格来包装所有有形商品，或于买方未提供规格时提供其他适合的包装，以便在运输过程中充分保护有形商品，并确保可行的最低运费。所有有形商品之运送应依据买方指示，或是在无此类买方指示时，应利用能满足相关交付日期的方式，并花费适宜、可行、最低的运输成本。否则，将由卖方承担所发生的多余运输成本，或是自买方对卖方的任何应付款项中抵扣。当通常的条款或关税不含保险时，运送时，应按照货物的全额售价适当投保，费用由卖方负担。除非买方事前书面同意，不得收取运费、装载、包装、保险、装箱、仓储或短驳等费用。所有发票、包装、提单与发货单上应清楚标示买方的订单编号及符号。本订单下的每批货物皆应附有体现完整发货记录(含其对应的订单编号)的装箱单。发票、提单或快递收据与装箱单应于出货后 24 小时内邮寄。
- 9) 法律遵循。卖方保证：(i)卖方将遵守所有法律法规，包括与奴役、童工、人口贩运、贿赂和产品材料组成有关的法律法规；(ii)卖方将应买方不时要求就其遵守适用法律的情况提供经授权人士认证的最新、准确和完整的信息；(iii)本协议项下销售和提供的有形商品的生产、销售、交付和提供，以及服务和软件服务的履行，均应严格遵守所有政府机构的所有适用法律法规。所有法律法规要求纳入此类协议的条款，特此通过引用纳入本协议。应买方要求，卖方应以买方所要求的形式，向买方提供一份证明，说明卖方遵守了任何或所有此类法律和本订单条款。在不限限制前述条款的一般性的前提下，如果卖方在买方的场地上提供服务或软件服务，卖方应向买方提供令人满意的证据，证明卖方遵守所有法律法规，包括薪资税收或社会保障、失业保险和联邦或州工人补偿的缴纳。
- 10) 酬金。卖方保证，卖方未向买方的任何员工、代理人或代表人提供或承诺提供，且将不会提供或承诺提供任何酬金，以期得到来自买方的任何业务，或影响上述人等有关本订单或与买方的其他任何合同的条款、条件或履行。此项保证的任何违反应视为对买方和卖方之间的每份合同的重大违约。
- 12A) 有形商品之检查和批准。买方可自行选择在交付与验收之前及/或之后检查有形商品。付款不构成最终验收。买方发现有形商品有任何(明显或潜在的)瑕疵或不符合规格或本订单或法律规定之保证时，买方应有权：(i)拒绝该有形商品，或若买方已接收该有形商品，则将其退还给卖方(风险及费用由卖方负担)，并由卖方承担买方产生的所有运费、仓储、处理及其他费用，并且买方应被免除支付任何相关价款的责任，或是若买方已付款的情况下，卖方应补偿买方已支付的价款；(ii)要求卖方无偿补正该瑕疵或不合约定的情况(除非买方提供书面的换货订单，否则不得以买方费用更

换被退回的有形商品)；或(iii)解除本订单。本条并不限制买方依法律或本订单享有的其他任何权利。

12B)评估与验收；服务。服务和软件服务之履行，及源自所有服务和软件服务的工作成果与交付物应经过买方之审查、评估和验收，且最终付款将于最终验收完成后做出。如果服务或软件服务之履行未符合本订单规格或不符合本订单或法律规定之保证，则买方应有权：(i)要求重新履行该服务或软件服务(费用由卖方负担)，直到其符合此等规格和保证为止；(ii)委托第三方履行服务或软件服务，以补正或替代该等不合格的工作成果(费用由卖方负担)；及/或(iii)解除本订单。本条并不限制买方依法律或本订单享有的其他任何权利。

12C)测试与验收；软件。软件应经过买方测试、评估与验收，且最终付款将于最终验收完成后做出。如果软件不符合本订单规格或软件文档，或不符合本订单或法律规定之保证，则买方应有权：(i)要求卖方交付一份新的软件(费用由卖方负担)；(ii)要求卖方修复、维修或以其他方式使该软件按照所声明与保证的方式运行(费用由卖方负担)；及/或(iii)解除本订单。本条并不限制买方依法律或本订单享有的其他任何权利。

13) 买方所有权；保密。买方的所有分析、源代码、数据、报告、研究、技术、技术诀窍、构想、概念、设计、产品、市场、计算机程序、原型、流程、设备、机械、物质组成、业务计划、营运、技术信息、绘图、规格、技术要求及类似项目，和与买方业务有关的或卖方为本订单相关工作所开发的其他任何知识或信息(以下合称“机密信息”)，应为买方唯一且专属的财产，卖方应始终对其保密。所有：(i)因本订单提供给卖方的有形财产(无论是实体的、电子的或其他形式)，包括所有样品(含设备、组件、原料、工具等)与机密信息；(ii)因本订单产生的设备、模型、原型、物品、报告、沟通、设计、数据、分析、源代码和其他任何材料；及(iii)卖方在本订单下为买方购买之物品(以下合称“买方财产”)，应为买方唯一且专属的财产，除非双方另行书面同意。

卖方仅可将机密信息披露或透露给卖方组织中为提供商品而必须访问机密信息之人。卖方应通知此等可访问机密信息的所有卖方组织人员有关本订单下的卖方义务，以及机密信息和买方财产为机密且为买方的财产。所有机密信息和买方财产应视为出借给卖方，但仅得用于为买方提供商品之用。未经买方事先书面同意，卖方不应处分任何此类机密信息或买方财产。若买方要求、或在任何情况下当卖方完成本订单下义务后，卖方应将机密信息和买方财产返还给买方。买方应有权随时进入卖方场所移走买方财产，而不致构成非法侵入或对卖方负有任何形式的损害赔偿赔偿责任。未经买方事先书面同意，卖方不得以任何方式宣传、公开或披露卖方向买方供应或签约供应商品，或以其他方式使用买方的名称、图像或标志。

卖方应立即向买方披露因提供本订单下商品所产生或与买方业务、买方财产或机密信息有任何关系的所有发明、发现和改进(以下合称“发明”)。对发明的所有权利应专属于买方，且为买方的财产，而卖方不得为卖方利益或其他任何个人、公司、合伙或其他机构实体之利益使用、允许使用此等发明。除买方明确要求或买方事先书面同意外，卖方不应以任何方式制作与发明有关或因发明产生的任何文件、报告、出版物等。所有卖方单独或与他人合作依本订单开发且可受著作权保护的工作成果(下称“工作成果”)，皆为受买方明确委托创作的作品且归买方单独所有。就著作权而言，买方应被认为是所有工作成果的作者，且拥有所有工作成果的一切权利。如果任何工作成果出

于任何原因不被视为受委托创作的作品，卖方在此将该工作成果的所有权利、所有权和利益(含著作权)授予、转让和移转给买方。本条于交付和付款后仍然有效。

- 14) 赔偿。在法律允许的最大范围内，卖方应赔偿买方及其关联方及其董事、高级职员、雇员、代理人、继承人、受让人(各为“受赔偿方”)，使其免受因以下原因或与之相关而可能遭受或招致的所有索赔、损失、损害、诉讼、费用、判决、成本和开支(统称为“索赔”)，包括合理的律师费：**(i)** 卖方违反本订单项下的任何陈述、保证或义务；**(ii)** 侵犯或违反任何第三方的专利权、著作权、商业秘密、商标或其他知识产权；或**(iii)** 由于卖方的作为或不作为而造成的任何人身损害(包括死亡)或财产损失，但完全由买方的重大过失或故意不当行为引起的索赔除外。

如发生向被赔偿方提出的索赔，买方应尽可能及时地通知卖方。只有在卖方因未收到通知而受损的情况下并且仅在前述限度内，买方未能提供此类通知的行为才会免除卖方在本订单项下的义务。如果法院发出禁止令，或卖方认为法院可能发出禁止令，根据前款第**(ii)**条，卖方应按照买方的指示：**(a)** 向买方退还买方对索赔项下商品所支付的款项；或**(b)** 立即向买方交付可接受的、不侵权的替代品。本订单中所述的赔偿权利不是排他性的，而可与被赔偿方对卖方的所有其他赔偿权利并存。本条在交付和付款后仍然有效。

- 15) 政策：安全与安全保障。如果买方向卖方提供任何买方政策和/或行为准则(以下统称“政策/准则”)，卖方应：**(i)** 遵守该政策/准则；**(ii)** 向将参与提供商品的任何卖方代表提供政策/守则的副本；**(iii)** 促使该等卖方代表遵守政策/守则，以及**(iv)** 保留对该等卖方代表进行所有政策/守则培训的记录，并在买方合理通知卖方后，提供该等记录供买方查阅和检查。如果卖方或任何卖方代表被要求进入买方场所履行本订单的要求，该等卖方代表应遵守买方的安全保障和安全程序及要求。卖方代表在买方场所内的安全和健康是卖方的责任。在卖方代表在买方场所的任何时候，如果适用法律法规要求，则卖方应**(a)** 以买方认为足够的保额投保公共责任和财产损失保险；并且**(b)** 遵守有关代扣代缴税款、失业保险和工人赔偿的所有法律法规。

- 16) 严格遵守；弃权；可分割性。在任何情况下，不论先前是否有任何相反的惯例、做法或交易习惯，买方仍可坚持严格遵守本订单的条款和条件。买方或卖方未能执行其在本订单项下的任何权利不构成对该等权利的放弃。如果本订单的任何条款被任何法院或有管辖权的机构，或由于其所受约束的任何立法，或由于任何其他原因，被认定为部分无效或不可执行的，则该条款仅在该范围内无效或不可执行，本订单任何其他条款的有效性和可执行性不受影响。

- 17) 变更。未经买方事前书面同意，不得变更或替换买方指定的商品或商品制作工艺。在订单完成前，买方可以随时通过发出书面变更通知的方式暂停工作、变更数量、绘图、规格、交付时间线及运输的日期和方式以及包装方式。如果此类变更会导致本订单应付金额或卖方履约所需时间的增减，则应衡平地做出调整，并相应地提前以书面形式修改该订单。卖方应于要求变更之日起 15 日内，以书面方式提出任何调整请求。除非以订单变更通知为证据或买方授权代表已签署核发修改后的订单，否则，任何变更对买方不具有约束力。

- 18) 取消或违约。如果卖方未能在本订单首页载明的时间内履行或遵守本订单的任何条款或遵守买方以书面形式规定的任何延期，买方可以书面通知卖方，取消订购的全部或任何部分商品，而无需

承担任何责任，但已完成并接受的服务以及未被取消的交付和接受的有形货物除外。在以下情况下，买方也可以在交付和验收之前的任何时间取消本订单，而无需承担任何责任：(i)卖方停止正常业务运营；(ii)卖方不能及时且令人满意地及时履行其在本订单项下的义务；(iii)卖方是自愿或非自愿破产、接管或清算程序的主体；或(iv)为卖方债权人的利益作出转让。尽管有上述规定，如果一方因战争或类似动乱、火灾、天灾或其他超出该方控制范围且该方无法合理预防的类似原因而延迟履行，则该等延迟履行不应被视为违反本订单；但是，如果卖方因此原因延迟履行 30 天或更长时间，买方可以经通知后取消本订单的全部或任何部分。

- 19) 波士顿科学合规条款。买方及其所有员工、高级职员、董事和代表皆受美国反海外腐败法、英国反贿赂法案、全球反贿赂及反腐败政策、国际交往合规政策和波士顿科学行为准则的约束。因此，根据本订单和买方与卖方签订之其他协议的任何行为，皆应遵守此等法律、政策和准则的要求。
- 20) 环境影响。如适用于本订单的相关商品或服务，卖方同意通过下列方式协助买方减少服务、材料和产品生命周期对环境的影响：取得并遵守所需的环境许可证；从事污染防治和废弃物减量；改进环境管控与流程；和遵守所有适用的环境法律及规范。买方可合理要求卖方评估并按照买方规定的格式向买方报告其在可持续性和环境方面的进度与改进。如果卖方为位于具备经认证的环境管理系统的地区的买方提供商品或服务，卖方同意遵守该地与卖方活动、商品或服务有关的营运转制，包括与既定的重要环境方面有关者。
- 21) 语言。本条款与条件文本系以中文和英文书就。若二者之间有任何不一致或冲突，为所有目的而言，皆应优先适用中文内容，以中文为准。
- 22) 适用法律和争议解决。本订单受中华人民共和国法律管辖并依其解释。凡因本合同订立、存续、解释或违约所引起的或与其相关的任何争端、索赔或争议纠纷，如果在一方以书面通知另一方此等争端、索赔或争议的存在后三十(30)天之内不能通过友好协商获得解决，则可将该等争端、索赔或争议提交有管辖权的法院。

Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1) Definitions; Parties' Relationship. Whenever used in this purchase order ("Order"), these terms shall have the following meanings: (i) "Buyer" means Boston Scientific Corporation or one of its subsidiaries or affiliates set forth on the front of this Order; (ii) "Seller" means the person, partnership, corporation or other entity specified as the Seller on the front of this Order; (iii) "Goods" means: (a) all articles, materials, products, components, supplies, drawings, designs, prototypes, models, data, documents, goods and other items furnished or to be furnished under this Order to Buyer ("Tangible Goods"); (b) all services (including design, delivery installation, inspection, testing, etc.) specified on, or required to be furnished under this Order ("Services"); and (c) all software programs, applications, tools and databases ("Software") licensed or otherwise transferred to Buyer under this Order and all related development, support and maintenance services ("Software Services"); and (iv) "Specifications" means the specifications in the part number and revision-level controlled drawing for the applicable Goods that is referenced on the front of this Order and/or other writings, drawings, etc. provided by Buyer to Seller on or before issuance of this Order and all requirements of any applicable laws and regulations. Buyer and Seller each represent that it is acting on its own behalf as an independent contractor and is not acting as an agent for or on behalf of any third party.

2) Complete Agreement. This Order: (i) constitutes an offer by Buyer to Seller to purchase the Goods on the terms and conditions stated in this Order; (ii) becomes a binding contract upon acceptance either by acknowledgment or performance by Seller; and (iii) constitutes the sole and entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, agreements, transactions and communications, whether oral or written, with respect to the matters referred to herein, unless Buyer and Seller have executed a separate written contract, and in that case the terms of such written contract shall prevail. No other terms or conditions and no modification, alteration or amendment of this Order shall be binding upon Buyer unless accepted in writing by Buyer. Buyer expressly rejects any terms and conditions contained in any quote, proposal, invoice or similar document presented by Seller at any time.

3) Delivery. Seller's delivery or performance shall be made strictly in accordance with the date(s) specified on the front of this Order. If Goods are not delivered or performed (as applicable) by the specified time, Buyer shall have the option of: (i) purchasing the Goods elsewhere and charging Seller with any loss resulting therefrom; (ii) approving in writing a revised delivery schedule; and/or (iii) canceling this Order, or any part thereof, without prejudice to its other rights. With respect to any part of this Order so canceled, Buyer may, at its option, if applicable, either return the materials to Seller, at Seller's risk and expense, or charge Seller a reasonable storage charge until Seller removes such materials. Goods fabricated or services provided in excess of Buyer's authorization are at Seller's risk. Unless otherwise agreed by Buyer in advance in writing, invoices covering Goods received ahead of schedule will not be paid until the date specified by Buyer for delivery. Seller shall be responsible for any and all loss of, or damage to, the Goods until the Goods have been received and accepted by Buyer.

4) Assignment; Sub-contracting. No rights of Seller under this Order (including rights to monies due) are assignable in whole or in part, nor is Seller permitted to subcontract any obligation under this Order without Buyer's prior written consent. All terms of this Order shall be binding upon, and shall accrue to the benefit of, the successors and permitted assignees of the parties hereto. Seller shall take all steps required to ensure that each of Seller's employees, agents and subcontractors (collectively, "Seller's Representatives") comply with all provisions of this Order as if such person is the Seller. In any case, assigned accounts shall be subject to set-off, recoupment or any other claim of Buyer against Seller.

5A) Warranties for Tangible Goods. Seller warrants that all Tangible Goods: (i) are free from defects in workmanship, material, and manufacture; (ii) comply with the requirements of this Order, including the Specifications and samples furnished by either Buyer or Seller if Buyer has approved them for that purpose; (iii) where design is Seller's responsibility, are free from defects in design; (iv) consist only of new materials (unless the Specifications specify otherwise); and (v) are of merchantable quality and fit and suitable for the purpose intended by Buyer. Seller shall maintain documentation of the manufacturing process (including dates, methods of manufacture, materials used, unscheduled interruptions or delays, and other factors that affect the quality, form, fitness, function and suitability of the Tangible Goods). These warranties: (a) constitute conditions to Buyer's acceptance of the Tangible Goods, (b) are in addition to all other warranties, whether express or implied, created by law, and (c) survive inspection of, acceptance of, and payment for, the Tangible Goods. Buyer's approval of the design, or of the materials, used in the manufacture of the Tangible Goods does not relieve Seller of the warranties in this Section, nor does the waiver by Buyer of any Specification requirement for one or more items constitute a waiver of those requirements for the remaining items of Tangible Goods unless so stated by Buyer in writing. Seller further warrants and represents that all Goods purchased are free from liabilities of royalties; license fees; mechanics material and other liens; security interests; other encumbrances; and defects in title.

5B) Warranties for Services and Software Services. Seller warrants that: (i) the Services and the Software Services will be provided in a professional manner by qualified personnel and comply with the requirements of this Order, including the Specifications; (ii) the deliverables from the Services or Software Services will not infringe or violate any third party patent, trademark, copyright, trade secret or other intellectual property right and will be free from liabilities of royalties and licensing fees other than any specified on the front of this Order; and (iii) performance of the Services or Software Services will not violate or breach any contractual obligations of Seller, including those related to confidentiality, non-competition or intellectual property rights. These warranties survive inspection of, acceptance of, and payment for, the deliverables from the Services or Software Services and are in addition to all other warranties, whether express or implied, created by law.

5C) Warranties for Software. Seller warrants that: (i) Seller has all rights necessary to grant the license to Buyer, free and clear of all liens, encumbrances and other claims; (ii) the grant of the license and use of the Software by Buyer, in accordance with the documentation provided, does not and will not infringe or violate any third party patent, trademark, copyright, trade secret or other intellectual property right and will be free from liabilities of royalties and licensing fees other than any specified on the front of this Order; and (iii) the Software will operate in accordance with, and conform to, the documentation provided, the Specifications and other requirements of the Order. Seller warrants that the source code of the Software is the subject of an escrow agreement for the benefit of Seller's licensees. If requested by Buyer, Seller shall provide Buyer with information related to the escrow of the source code of the Software, including the name of the escrow agent and the conditions and procedures for Buyer to access the source code. These warranties survive inspection of, acceptance of, and payment for, the Software by Buyer and are in addition to all other warranties, whether express or implied, created by law.

6) Price and Payment. Payment of the prices specified in this Order shall constitute full consideration for the Goods and rights granted hereunder. Such prices: (a) shall be subject to adjustment only as specifically provided for on the front of this Order, and (b) include all applicable taxes, assessments and other amounts payable to governmental authorities unless otherwise specified on the front of this Order. If certain taxes, assessments or other amounts payable to

governmental authorities are specified on the front of this Order, Seller shall promptly invoice Buyer for those, Buyer shall pay them to Seller, and Seller shall promptly report and pay the governmental authorities for those. Any time period specified in this Order for payment or applying any discounts shall commence on the later of the date that Buyer: (i) receives Seller's correct invoice thereof at Buyer's address for invoices; (ii) receives the bill of lading or express receipt and packing list therefore, if applicable; or (iii) accepts the Goods (together with any specified documentation) as conforming to all Specifications and requirements of this Order. In no event shall Buyer owe Seller any late or penalty payment or interest. Buyer shall have the right to set-off against any amounts which may become payable by Buyer to Seller under this Order or otherwise, any amounts which Seller may owe to Buyer, whether arising under this Order or otherwise. By acceptance of this Order, Seller warrants that the prices charged hereunder are not in excess of Seller's current selling price to any other purchaser of the same or substantially similar goods or services taking into consideration for the: (i) Tangible Goods, the quantities and delivery requirements; (ii) Services and Software Services, the level of skill, experience and training required; and (iii) Software, the nature of the license and non-price terms. If it is determined that the prices charged herein are in excess of such prices, Seller shall refund promptly to Buyer the excess or both parties shall review the reasonableness of the prices of this Order again in a timely manner and re-negotiate the prices.

- 7) Invoicing. Invoices must be sent to the address specified on the front of this Order. Unless otherwise specified on the front of this Order or agreed in writing by the parties, a separate invoice shall be issued by Seller for each shipment, and billing for partial shipment will not be honored by Buyer. Except as otherwise agreed in writing by Buyer, Seller shall not issue an invoice prior to shipment of the Goods and no payment will be made by Buyer prior to its receipt of the Goods and a correct invoice. Invoices must contain at least the following information: Order number, description of the Goods, information normally or legally required as per local practice or the applicable laws and regulations, and the following as applicable: (i) shipping route, number of packages, serial numbers, item numbers, quantity, size and unit price for each of the Tangible Goods; (ii) hours worked, cost of materials provided if the front of this Order indicates that such costs are reimbursable, reimbursable expenses for the Services and Software Services if the front of this Order indicates that such expenses are reimbursable and are pre-approved by Buyer; and (iii) term, scope and nature of the Software licensed. Invoices not containing such information may result in payment delays by Buyer, and such delays shall not subject Buyer to any penalty, interest or additional charge. Buyer's failure to object to provisions in Seller's quotation, invoice or other communications which conflict with the terms of this Order shall not be deemed a waiver of the terms and conditions of this Order, which shall prevail.
- 8) Transportation; Packing. All Tangible Goods shall be packed in accordance with Specifications provided by Buyer, or, if no Specifications are provided, otherwise suitably packed in order to protect the Tangible Goods fully during transportation and secure the lowest available transportation costs. All Tangible Goods shall be shipped in accordance with Buyer's instructions, or in the absence of such instructions, by the route and method of transportation sufficient to meet applicable delivery dates utilizing the lowest appropriate, available transportation costs. Excess transportation costs otherwise incurred will be charged to Seller or applied as a set-off from any amount due from Buyer to Seller. When usual terms or tariffs do not include insurance, shipments must be forwarded properly insured to their full sales price hereunder at Seller's expense. No charge shall be incurred for freight, shipping, packing, insurance, boxing, storage or drayage unless authorized by Buyer in advance in writing. Buyer's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. A packing slip bearing a complete record of the shipment (including the number of the order to which it applies) is required with each shipment hereunder. Invoices, bills of lading or, express receipts, and packing lists must be mailed within 24 hours following shipment.
- 9) Compliance with Laws. Seller warrants that: (i) Seller will comply with all laws and regulations including those relating to slavery, child labor, human trafficking, bribery and product material composition; (ii) Seller will provide current, accurate and complete information certified by an authorized individual as may be requested by Buyer from time to time in connection with Seller's and/or Buyer's compliance with applicable laws; and (iii) the Tangible Goods sold and furnished hereunder shall be manufactured, sold, delivered and furnished, and the Services and Software Services shall be performed, each in strict compliance with all applicable laws and regulations of all governmental authorities. All laws and regulations required by their terms to be incorporated in agreements of this type are hereby incorporated herein by reference. Seller shall, upon request of Buyer, furnish Buyer with a certificate specifying Seller's compliance with any or all such laws and the provisions herein, in such form as Buyer may require. Without limiting the generality of the foregoing, if Seller performs Services or Software Services on Buyer's premises, Seller shall furnish Buyer satisfactory evidence of compliance with all laws and regulations, including all taxes on payroll or contributions on account of social security, unemployment insurance and federal or state workers compensation.
- 10) Gratuities. Seller warrants that Seller has not offered or given, and will not offer or give to, any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of this Order or any other contract with Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

11A) Inspection and Approval of Tangible Goods. Buyer may elect to inspect Tangible Goods before and/or after delivery and acceptance. Payment shall not constitute final acceptance. Upon discovery by Buyer that the Tangible Goods contain any defect (patent or latent) or fail to meet the Specifications or conform to the warranties in this Order or under law, Buyer shall have the right to: (i) reject the Tangible Goods, or if the Tangible Goods have been accepted by Buyer, return them to Seller

at Seller's risk and expense and recover all freight, storage, handling and other expenses incurred by Buyer and be relieved of any payment for the purchase price therefor, or, if payment has been made, recover the purchase price so paid; (ii) require Seller to correct the defect or non-conformance at no cost to Buyer (Tangible Goods so returned shall not be replaced at Buyer's expense unless Buyer has provided a written replacement purchase order); or (iii) cancel this Order. This Section shall not limit any other rights Buyer has at law or under this Order.

11B) Evaluation and Acceptance; Services. The performance of the Services and Software Services and the work product and deliverables from all Services and Software Services are subject to the review, evaluation and acceptance by Buyer, and final payment will not be made until after final acceptance. If the performance of the Services or Software Services fail to meet the Specifications of this Order or conform to the warranties in this Order or under law, Buyer shall have the right to: (i) require the re-performance of the Service or Software Services at Seller's expense until they are in conformance with such Specifications and warranties; (ii) contract with a third party to perform Services or Software Services to correct or replace the work product at Seller's expense; and/or (iii) cancel this Order. This Section shall not limit any other rights Buyer has at law or under this Order.

11C) Testing and Acceptance; Software. The Software is subject to testing, evaluation and acceptance by Buyer, and payment will not be made until after final acceptance. If the Software fails to meet the Specifications of this Order, the documentation for the Software, or conform to the warranties in this Order or under law, Buyer shall have the right to: (i) require Seller to deliver a new copy of the Software at Seller's expense; (ii) require Seller to fix, repair or otherwise cause the Software to perform as represented and warranted at Seller's expense; and/or (iii) cancel this Order. This Section shall not limit any other rights Buyer has at law or under this Order.

- 11) Buyer's Proprietary Rights; Confidentiality. All of Buyer's analyses, source code, data, reports, research, technology, know-how, ideas, concepts, designs, products, markets, computer programs, prototypes, processes, equipment, machines, compositions of matter, business plans, operations, technical information, drawings, specifications, and the like, and any other knowledge or information pertaining to Buyer's business or developed by Seller as a result of work in connection with this Order (collectively, "Confidential Information") shall be the sole and exclusive property of Buyer and at all times be kept secret and confidential by Seller. All: (i) tangible property (whether in hardcopy, electronic or other form) provided to Seller in connection with this Order, including all samples (including devices, components, raw materials, tooling, etc.) and Confidential Information; (ii) equipment, models, prototypes, items, reports, communications, designs, data, analyses, source code, and any other materials produced in connection with this Order; and (iii) items purchased by Seller for Buyer under this Order (collectively, "Buyer Property") shall be and remain the exclusive property of Buyer unless otherwise agreed in writing.

Seller may disclose or reveal any Confidential Information only to those in Seller's organization who must have access to Confidential Information to provide the Goods. Seller shall inform all those in Seller's organization who have access to Confidential Information regarding Seller's obligations hereunder and that Confidential Information and Buyer Property is confidential and is the property of Buyer. All Confidential Information and Buyer Property shall be deemed a loan to Seller for use solely in the provision of Goods for Buyer. Seller shall not dispose of any such Confidential Information or Buyer Property without Buyer's prior written consent. Seller shall return Confidential Information and Buyer Property to Buyer whenever requested by Buyer and, in any event, upon completion of Seller's obligations under this Order. Buyer shall have the right to enter Seller's premises and remove Buyer Property at any time without being guilty of trespass or liable to Seller for damages for any sort. Seller shall not, without Buyer's prior written consent, in any manner advertise, publish or disclose that Seller has furnished, or contracted to furnish, Goods to Buyer or otherwise use Buyer's name, image or logo.

All inventions, discoveries and improvements which Seller may make arising out of the provision of Goods hereunder or which relate in any manner to Buyer's business, Buyer Property, or Confidential Information (collectively, "Inventions") shall be promptly disclosed by Seller to Buyer. All rights to the Inventions shall belong solely to, and be the property of, Buyer, and Seller shall never use, nor permit the use of, the Inventions for Seller's benefit or for the benefit of any other person, corporation, partnership, or other entity. Seller shall not prepare any writings, reports, publications, etc. in any way connected with or arising out of the Inventions, except as specifically required by Buyer or with Buyer's prior written consent. All work product of copyrightable matter developed by Seller, either alone or with others, under this Order ("Work Product") is specially commissioned and is owned by Buyer alone. Buyer shall be considered the author of all Work Product for the purposes of copyright and own all of the rights in and to all Work Product. If any Work Product is not considered work-made-for-hire for any reason, Seller hereby grants, assigns and transfers to Buyer all right, title and interest, including copyright, in and to such Work Product.

The provisions of this Section shall survive delivery and payment.

- 12) Indemnification. To the maximum extent allowed by law, Seller shall, at Seller's expense, indemnify, defend and hold harmless Buyer and its affiliates and their respective directors, officers, employees, agents, successors, assigns (each an "Indemnified Party") from and against all claims, losses, damages, suits, fees, judgments, costs and expenses (collectively, "Claims"), including reasonable attorneys' fees, that the Indemnified Party may suffer or incur arising out of or in connection with: (i) Seller's breach of any representation, warranty, or obligation under this Order; (ii) infringement or violation of any third party patent, copyright, trade secret trademark, or other intellectual property right; or (iii) any personal

injury (including death) or damage to property resulting from Seller's acts or omissions, except for Claims solely caused by the gross negligence or willful misconduct of Buyer.

If any Claim is commenced against an Indemnified Party, Buyer shall provide notice to Seller as promptly as practicable. The failure to provide such notice will relieve Seller of Seller's obligations hereunder only to the extent that Seller is prejudiced by the failure to receive notice. If an injunction is granted, or in Seller's opinion likely to be granted, under clause (ii) of the preceding paragraph, Seller, as directed by Buyer, shall: (a) refund to Buyer the payment made by Buyer for the Goods subject to the Claim; or (b) deliver promptly to Buyer an acceptable, non-infringing replacement. The right to the indemnification described in this Order is not exclusive, but instead is cumulative to all other rights of indemnification of the Indemnified Parties against Seller.

The provisions of this Section shall survive delivery and payment.

13) Policies; Safety and Security. If Buyer provides Seller any of Buyer's policies and/or code of conduct (collectively, "Policies/Code"), Seller shall: (i) comply with the Policies/Code; (ii) provide copies of the Policies/Code to any of Seller's Representatives who will be providing Goods, (iii) enforce such Seller's Representatives' compliance with the Policies/Code, and (iv) maintain records of training such Seller's Representatives to all of the Policies/Code and make such records accessible for Buyer's review and inspection upon its reasonable notice to Seller. If Seller or any of Seller's Representatives are required to enter Buyer's premises to fulfill the requirements of this Order, such Seller's Representatives shall abide by Buyer's security and safety procedures and requirements. The safety and health of such Seller's Representatives while on Buyer's premises is the responsibility of Seller. At all times that such Seller's Representatives are on Buyer's premises, Seller shall, if required by applicable laws and regulations: (a) maintain public liability and property damage insurance in amounts satisfactory to Buyer, and (b) comply with all laws and regulations with respect to tax withholding, unemployment insurance and workers compensation.

14) Strict Compliance; Waiver; Severability. Buyer may at any time insist upon strict compliance with this Order's terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary. The failure of either Buyer or Seller to enforce any of its rights under this Order shall not constitute a waiver of such rights. If any provision of this Order shall be determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further, and the validity and enforceability of any of the other provisions of this Order shall not be affected.

15) Changes. No changes or substitutions can be made to Goods specified by Buyer, or to the processing of Goods, without Buyer's prior written approval. Buyer may, by written change notice, suspend work at any time before completion of the order, or make changes in quantities, drawings, specifications, delivery schedules and dates and methods of shipment and packaging. If such changes would cause an increase or decrease in the amount due under this Order, or in the time required for Seller's performance, an equitable adjustment shall be made and the order shall be modified accordingly in writing in advance. Any claim for adjustment must be asserted by Seller in writing within 15 days from the date the change is ordered. Changes shall not be binding upon Buyer unless evidenced by a purchase order change notice or an amended purchase order is issued and signed by an authorized representative of Buyer.

16) Cancellation or Default. If Seller fails to perform or comply with any provision of this Order within the time specified on the front of this Order or any extension thereof provided by Buyer in writing, Buyer may, by written notice of default to Seller, cancel the whole or any part of the Goods ordered without liability, except for Services completed and accepted and Tangible Goods delivered and accepted under that portion of the Order not canceled. Buyer also may cancel this Order without liability at any time prior to delivery and acceptance by Buyer if: (i) Seller ceases to conduct Seller's operations in the normal course of business; (ii) Seller is unable to timely and satisfactorily meet Seller's obligations under this Order; (iii) is the subject voluntary or involuntary bankruptcy, receivership, or insolvency proceedings; or (iv) makes an assignment for the benefit of Seller's creditors. Notwithstanding the foregoing, if a party's performance is delayed because of war or similar unrest, fire, act of God or other similar cause that is beyond such party's control and which such party could not have reasonably prevented, such delay in performance shall not be considered a breach of this Order; provided, however, that if Seller experiences a delay of 30 days or more for such reason, Buyer may upon notice cancel all or any portion of this Order.

17) Boston Scientific Compliance Terms. Buyer and all of its employees, officers, directors and representatives are subject to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the Global Anti-Bribery and Anti-Corruption Policy, the International Relationships Compliance Policy, and the Boston Scientific Code of Conduct. As such, any acts under this Order and other agreements entered into by and between Buyer and Seller shall be compliant with the requirements of such laws, policies and code.

18) Environmental Impact. As applicable to the goods or services provided in connection with this Order, Seller agrees to assist Buyer in reducing service, material and product life cycle environmental impacts by: obtaining and complying with required environmental permits; engaging in pollution prevention and waste reduction; improving environmental controls and processes; and complying with all applicable environmental laws and regulations. Buyer may reasonably request that

Seller measure and report its sustainability and environmental progress and improvements to Buyer on a form provided by Buyer. If Seller provides goods or services to a Buyer location with a certified environmental management system, Seller agrees to comply with that location's operational controls relevant to Seller's activities, goods or services including those related to established significant environmental aspects.

- 19) Language. These terms and conditions are written in Chinese and English and both versions shall have equal force and effect. If there is any inconsistency or conflict between the Chinese and English versions, the Chinese version shall prevail for all purposes.
- 20) Governing Law and Dispute Resolution. This Order shall be governed by and construed in accordance with the laws of People's Republic of China. Any dispute, claim or controversy arising out of or in connection with the formation, effectiveness, interpretation or breach of this Order which cannot be settled by friendly negotiation within thirty (30) days after either party has notified the other in writing of the existence of such dispute, claim or controversy may be submitted to a court with competent jurisdiction.