

采购订单一般条款和条件

航空器材

PURCHASE ORDER GENERAL

TERMS AND CONDITIONS

AVIATION MATERIALS

北京飞机维修工程有限公司

Aircraft Maintenance and Engineering Corporation, Beijing

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1. 定义和缩写 DEFINITIONS AND ABBREVIATION

1.1. “航空器材”指所有装载在飞机上的有形物品；

“Aviation Material” means all tangible items that shall be used and loaded on aircraft;

1.2. “Ameco”是指发出采购订单的北京飞机维修工程有限公司；

“Ameco” shall mean Aircraft Maintenance and Engineering Corporation, Beijing who issues POs;

1.3. “卖方”指提供货物/服务的合法实体。Ameco 和卖方，单独称为“一方”，合称为“双方”；

“Seller” shall mean the person, firm or Company to whom the PO is issued. The Ameco and the Seller shall be called each as a “Party” and, collectively, the “Parties”;

1.4. “第三方”是指除 Ameco 和卖方以外的个人或者集团的实体；

Third Party shall mean a person or group besides the two primarily (Ameco and Seller) involved in a situation;

1.5. “本一般条款”指本《采购订单一般条款和条件——航空器材》。

“General Terms and Conditions” (hereafter referred to as GTCs) shall mean the “PO General Terms and Conditions for Aviation Materials”;

1.6. “采购订单”指应适用本一般条款的 Ameco 的采购订单等；

“PO” shall mean Ameco’s purchase order, to which these GTCs shall apply;

1.7. “本合同”指 Ameco 和卖方之间的合同，由采购订单、本一般条款以及双方以书面形式签署的任何其它文件（或该等文件之某些部分）构成；

“This Contract” shall mean the contract between Ameco and Seller consisting of the PO, these GTCs and any other relevant documents (or parts thereof) executed by the Parties in writing;

1.8. “国际贸易术语解释通则”是指在国际贸易术语中定义的贸易法则；

“INCOTERMS” rules shall mean a defined trading term rule contained in incoterms and specified on the Contract between Ameco and Seller;

1.9. “FAA”是指美国联邦航空管理局；

“FAA” shall mean Federal Aviation Administration of the United States of America;

1.10. 订单中常用词语的定义：

Definitions in Purchase Orders

AD 适航指令，该术语为航空业普遍理解的含义。

	Airworthiness Directive as that term is commonly understood in the aviation industry
AOG	<p>飞机故障停飞，该术语为航空业通常理解的含义。也是飞机维修所需航空器材的紧急程度中的一种为飞机缺料停场订货。</p> <p>Aircraft On Ground, as that term is commonly understood in the aviation industry. It is also indicating that there is a rush to acquire parts to put aircraft back into service.</p>
ATA 300	<p>航线供给物品的包装标准，由航空运输协会颁布</p> <p>Specification for packaging of airlines supplies. Published by the Air Transport Association</p>
ATA Spec2000	<p>Spec 2000 确立了用于管理物资采购、技术支持与修理的飞机维护数据的交换格式，由商用航空业制定并修订</p> <p>Established and maintained by the commercial aviation industry, SPEC 2000 defines formats for the exchange of aircraft maintenance data to manage material acquisition, support and repair.</p>
CAAC	中国民用航空局 Civil Aviation Administration of China
CCAR	中国民航规章 China Civil Aviation Regulations
CMM	<p>各生产商出具的部件维修指南</p> <p>Components Maintenance Manual issued by the respective manufacturer.</p>
Component	<p>部件具备操作一个系统所必需的特有的功能的任何自成体系的零件及零件、子配件或组件的组合。</p> <p>Any self-contained Part, combination of Parts, subassemblies or units, which perform a distinctive function necessary to the operation of a system.</p>
Consumables	<p>耗材。半成品如金属或塑料板等，进行表面处理、粘合的液体材料（如清洗剂，酸洗剂、底漆、涂料等），进行焊接或等离子流焊接的附加材料或其他辅助剂及添加剂（如润滑剂或燃料）。耗材的识别将根据相关航空器或部件的设计组织发布的维护或操作文件中的标准或其他规范（或在例外情况下由零件号）决定。</p> <p>Fluids (such as cleaning agents, pickling agents, primers, paints, etc) for surface treatment, adhesives, and additional materials for welding or plasma jet welding, or other auxiliaries or additives (such as lubricants or fuels). Consumables are identified by a standard or other specification (or by a part</p>

number in exceptional cases) in the maintenance or operational documents issued by the aircraft or component design organization concerned

CoC

合格证，由生产厂家提供。

Certificate of Conformance. A certificate of conformance shall be provided by original manufacturer.

Credit note

贷方凭证是一种由卖方向 Ameco 发出的商业文件，用于当开出的发票金额大于实际金额，卖方将多收的金额偿还给 Ameco。

A credit note or credit memorandum (memo) is a commercial document issued by a Seller to Ameco. The Seller usually issues a credit memo for the same or lower amount than the invoice, and then repays the money to the Ameco or sets it off against a balance due from other transactions.

Combined
Certificate

符合证书，位于以下地点的维修机构出具的放行证书：

CRS issued by a Maintenance Organization located:

(1) 在同时采用 EASA Part145 认证与 FAA FAR Part 145 证书—FAA AC 145.7(7. 放行许可及维护、改造与改装记录)的 EASA 国家中，应当采用 EASA 表一；

(2) 在同时采用 FAA FAR Part145 证书与 EASA 认证的美国，应当采用 FAA 8130-3 表；或

(3) 在同时采用 TCCA CAR 573 认证与 EASA 认证的加拿大，应当采用 TC 表 24-0078。

(1) in the EASA States that holds both a EASA Part-145 Approval and a FAA FAR Part 145 Certificate -FAA AC 145.7 (7. Approval for Return to Service and Maintenance, Alteration, and Modification Records) should be on the EASA Form One;

(2) in the USA that holds both a FAA FAR Part 145 Certificate and EASA approval should be on the FAA Form 8130-3; or

(3) in Canada that holds both a TCCA CAR 573 Certificate and EASA approval should be on the TC Form 24-0078.

CRS

放行证书是经航空管理机构认证的维护/生产机构做出的以下确认：除非另有说明，该证书上的维修是经过适当授权的工作人员依照质量手册的规定实施的；它同时确认飞机部件经过相应的维修之后可以投入使用。

The Certificate of Release to Service confirms on behalf of the Aviation Authority approved maintenance / production organization that, unless otherwise specified, the listed actions have been carried out in conformity with the Quality Manual by personnel with appropriate authorizations and in accordance with approved regulations. It also confirms that the aircraft Component has been released to service with respect to the work carried out.

CSO	自大修使用循环 Cycles Since Overhaul
CSN	自新使用循环 Cycles Since New
DEL DATE	交货期 Delivery Date
EASA	欧洲航空安全局 European Aviation Safety Agency
Expendables	<p>消耗件。是指某一部件没有审定的修理程序，并且标准修理成本超过更换成本，也包括标准件。消耗件通过数量控制库存。</p> <p>An item for which no authorized repair procedure exists and for which standard cost of repair exceeds cost of replacement, including Standard Part. Inventory of Expendables is controlled by quantity.</p>
FN	产品是新出厂的 Factory New
FORWARDER	<p>货运代理。负责将货物从卖方运送到客户或者最终交货地点的个人或者公司。</p> <p>A person or company that organizes shipments for individuals or corporations to get goods from the Seller to a market, customer or final point of distribution.</p>
IATA-DGR	<p>国际航空运输协会——危险品条例</p> <p>International Air Transport Association – Dangerous Goods Regulations</p>
ICAO-TI	<p>国际民用航空组织—技术说明</p> <p>International Civil Aviation Organization – Technical Instructions</p>
IMDG-Code	<p>国际海上危险货物运输规则</p> <p>International Maritime Dangerous Goods Code</p>
INVOICE ADDRESS	<p>发票地址，指卖方将发票寄送到地点</p> <p>It shall mean the place where the Invoice shall be sent to by Seller</p>
MFR	生产商

	Manufacturer
MSDS	物料安全数据表 Material Safety Data Sheet
ORDER DATE	Ameco 下订单的日期 It shall mean the date when the PO is issued
ORDER NUMBER	订单上的号码. 用于确认, 跟踪货物 It shall mean the number on a PO, which is a document used to approve, track and process purchased items
P/N	件号 Part Number
PO	采购订单 Purchase Order
QTY	数量 Quantity
Quality Manual	质量手册。一个组织详细规定质量管理体系的文件 Document specifying the quality management system of an organization.
Raw Material	未进行加工或处理就不能使用的半成品（例如金属片或金属/塑料模型等）。原料的识别将根据该航空器或元件的相关设计组织颁布的维护或操作文件中的标准或其他规范（或在例外情况下由零件号）来决定。 Semi-finished products (such as sheet metal or metal / plastic profiles, etc), which can never be used without machining or processing. Raw Material is identified by a standard or other specification (or by a part number in exceptional cases) in the maintenance or operational documents issued by the aircraft or component design organization concerned
RTN	正常交货期订货 Routine
SB	服务通告 Service Bulletin
SHIP ADDRESS	发送地址 It shall mean the place where the Goods shall be sent to by Seller
Standard Parts	标准件是指制造完全符合既定的行业或美国政府的规范, 包括设计, 制造, 测试和验收标准, 统一标识的要求。规范必须包括所有必要的生产和统一一致的信息

并公开以至于任何厂家也可以生产。例子包括，但不限于，汽车工程师协会（SAE），SAE 简化设计，联合电子设备工程委员会，联合工程委员会电子管，和美国国家航空航天标准（NAS），陆军，海军航空工程标准（AN），社会国家标准学会（ANSI）。

A part manufactured in complete compliance with an established industry or U.S. Government specification which includes design, manufacturing, test and acceptance criteria, and uniform identification requirements; The specification must include all information necessary to produce and conform the part and be published so that any party may manufacture the part. Examples include, but are not limited to, National Aerospace Standard (NAS), Army-Navy Aeronautical Standard (AN), Society of Automotive Engineers (SAE), SAE Sematec, Joint Electron Device Engineering Council, Joint Electron Tube Engineering Council, and American National Standards Institute (ANSI).

TSN	飞机、发动机或附件自出厂以来使用的总时间 Time Since New
TSO	发动机自上次翻修时间 Time Since Overhaul
Term	本合同的期限为本合同以及附件的有效期。 The Term of the Contract is the period of effectiveness of the Contract
U/P	单价 Unit Price
USR/Expedite	订货—加速/应急补充订货 Urgent Stock Replenishment
Seller	提供货物/服务的合法实体 the person, firm or Company to whom the PO is issued
WSP	紧急订货 Work Stoppage order

2. 陈述、保证和承诺 REPRESENTATIONS, WARRANTIES AND COVENANTS

卖方在此向 Ameco 陈述、保证并承诺如下：

The Seller hereby represents, warrants and covenants to Ameco that:

2.1. 其是一家根据其注册地法律合法成立并有效存续的公司；

It is a company duly registered and validly existing under the laws of the jurisdiction where it is registered;

2.2. 其是一个独立的法人实体，能够提起诉讼、可被诉并可与其它任何方建立有的合同关系；

It is an independent legal entity capable of suing, being sued and entering into contractual relationship binding on itself with any other party;

- 2.3.** 其已完成或取得履行本一般条款所有必要的和适用的公司内部授权程序、政府许可和批准或第三方同意;

It has taken all corporate actions and has obtained all government consents and approvals or third party consents, to the extent applicable, for its execution and performance of this Contract;

- 2.4.** 其履行本一般条款不违反任何适用的法律、其组织文件或其作为本一般条款一方或受其约束的任何协议;

Its execution and performance of these GTCs does not and will not violate any applicable laws, its organizational document, or any Contract to which it is a party or is binding by;

- 2.5.** 本一般条款构成对其合法、有效和约束力的义务，并可根据本一般条款的条款和条件对其强制执行;

These GTCs constitute its legal, valid and binding obligations, and are enforceable against it in accordance with the terms and conditions hereunder;

- 2.6.** 就货物而言，卖方承诺其是其所提供的货物的唯一合法所有人并拥有处分该等物品的权利。该等货物和物品不存在抵押、质押或任何其他权利负担；亦不涉及任何争议、仲裁、诉讼或行政程序，以及任何知识产权的索赔，包括且不限于其它专利、版权和商业秘密的索赔。

For supply of Goods, Seller promises that it is the sole legal owner of the Goods provided by it and have the full disposition right to such Goods; and the Goods are free of any mortgage, pledge or any other encumbrance; and are free of any dispute, arbitration, litigation or administrative procedure and any right of claim by any third-party, including claims of infringement of any intellectual property rights (hereafter referred to as IPR), including, but not limited to, patents, copyright and trade secrets.

3. 采购订单 PURCHASE ORDER

- 3.1.** Ameco 就其有意购买的任何器材，均应向卖方发出采购订单。本一般条款和条件适用于航材类采购订单。

For any Item(s) Ameco intends to purchase, Ameco shall issue a PO. These GTCs are applicable to aviation material purchase orders.

- 3.2.** 任何采购订单均不适用最低起订价费。

Minimum charges shall not apply to any PO.

- 3.3.** 为便于管理，卖方应在收到采购订单时起 24 小时内以书面形式向 Ameco 确认，并在收到采购订单之日起 3 个工作日内告知 Ameco 发货日期。上述确认即构成对采购订单的承诺。

For administrative reasons, Seller shall acknowledge all POs in writing within twenty four (24)

hours upon receipt of such PO and advise Ameco of the shipping dates within three (3) Business Days after receipt of such PO. Such acknowledgement of each PO shall constitute an acceptance thereof.

- 3.4.** 除非双方另有约定，否则卖方在计划、报价、价格单、确认、发票、装箱单或类似物品上出现卖方通用销售条款对 Ameco 没有拘束力。

Unless otherwise agreed by both parties in writing, Ameco is not bound by Seller's general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Seller.

- 3.5.** 采购订单标识：必须在所有票据、提单、装箱单、包装箱和往来信件中标明订单编号和件号。

PO Identification: The ORDER NUMBER and PART NUMBER must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

- 3.6.** 所有的采购订单均应遵循本一般条款的规定。如果某一采购订单的内容同本一般条款的条款不一致或相冲突，本一般条款应优先适用，除非该采购订单明确指明本一般条款某一特别条款不适用。

All POs shall be subject to the terms and conditions set out in these GTCs and in case of any inconsistency or conflict between the terms of a PO and the provisions of these GTCs, the provisions of these GTCs shall prevail, unless the relevant PO explicitly refers to a specific Article of these GTCs to be deviated from.

4. 质量要求 QUALITY DEMANDS

- 4.1.** 卖方场地应具有符合 EN9100/AS9100 或其他同等标准的质量管理体系。

Seller shall maintain at all its facilities a quality management system in accordance with the EN 9100; AS 9100 or equivalent quality management system.

- 4.2.** 卖方应向 Ameco 提供质量手册。卖方对该文件作出的任何改变应按照下列地址迅速告知 Ameco。

Seller shall provide the Quality Manual to Ameco. Any changes to such document shall be submitted promptly to Ameco.

- 4.3.** Ameco 有权对卖方进行定期或不定期的审计和检查。Ameco 的任何审计、检查或知情均不应免除卖方具有的义务。

Ameco reserves the right to audit and inspect Seller on a regular or irregular basis. Any audit, inspection or knowledge of Ameco shall not relieve Seller from its obligations under these GTCs.

- 4.4.** 如在审计中发现卖方有明显不符合相关标准和程序的情况，Ameco 有权根据审计和检查情况要求卖方限期整改。如卖方未能在限定的时间内完成整改，Ameco 有权据此取消订单。

In case of apparent non-compliance of the Seller with applicable standards and procedures, Ameco shall notify Seller of any such non-compliance and set deadline for rectification. Ameco shall be entitled to cancel the PO if Seller fails to fulfill the rectifications as mentioned above.

- 4.5. 卖方保证本合同项下所有出售和运送的器材符合现行的适航要求和飞机制造商的规范要求。卖方应对产品来源和各种证书建立档案并供 Ameco 随时查阅。

Seller guarantees that all Items sold and delivered hereunder conform to the applicable airworthiness requirements and the aircraft manufacturer specifications. Product source and certification must be established and documented and made available to Ameco for convenient access.

5. 文件提供及产品验收 CERTIFICATE AND RELEASING REQUIREMENT

- 5.1. 卖方发货时，应随货物向 Ameco 提供下列文件：

- 一份注明合同号和产品信息装箱单；
- 一份完整的适航批准文件，具体如下：
 - 1) 标准件、原材料：由原生产厂家出具的合格证（Certificate of Conformance (CoC)）或生产厂商对标准件、消耗件和原材料签署的原料确认声明；
 - 2) 全新件：FAA Form 8130-3 或者 EASA-Form 1 或者有同等效力的适航文件；
 - 3) PMA 件：CAAC FORM- AAC038；
 - 4) 旧件：除非双方另有约定，应至少具有 CAAC Form-AAC038 适航批准/放行证书和修理报告，国外修理器材还应有 FAA Form 8130-3 或者 EASA-Form 1，以及器材的使用状态信息。其中应至少包含器材最近一次拆下时的飞机运营人/国籍登记注册号或生产序列号/机型，或发动机使用人/型号/序号，以及拆下原因/状况和拆下时间/单位等内容。应提供可确定相关器材适航性的资料和信息，包括但不限于适用经历和执行过的维修、零部件更换记录；重要修理和改装记录；AD 和 SB 执行、情况；库存寿命数据限制，包括制造日期或硫化日期；时限/循环寿命以及能证明其历史使用状况的记录文件；保存期间按照相应持续适航文件中存放要求执行的必要工作状况；应具有不曾遭受过载、过热、意外终止使用、重大故障或事故以及未从可能不明确的是故飞机拆下的无事故声明或包含上述信息的部件/材料证明表（ATA SPEC-106）。
- 形式发票

Seller shall provide the following documents in shipment:

- one copy of packing list marked with PO number and product information;
- complete copy of CRS as specified in the following:
 - 1) Standard parts and raw materials: Certificate of Conformity (CoC) provided by OEM or Material Conformity Statement provided by product manufacturer for standard part, consumables and raw material;
 - 2) Factory New Part: FAA Form 8130-3 or EASA-Form 1 or other airworthiness certificate;
 - 3) PMA: CAAC FORM- AAC038;

- 4) Used Part: unless otherwise agreed by both parties, at least with CAAC Form-AAC038 in place, for used part delivered by overseas supplier, FAA Form8130-3 or EASA-Form 1 are required. The material state of services information including but not limited to aircraft operator/ nationality registration number or production serial number/ type, or engine operator/ type/ serial number from which the last time the material is removed as well as the reason/status/time/unit of last removal. Other relevant airworthiness documents are required including but not limited to back to birth document, performed overhaul/repair services, spare part replacement record; major overhaul and modification records; performed AD/ SB status; shelf life limit, including manufacture date or vulcanization date; TSN/CSN and other tracing document that can certify its history utilization status; necessary measures taken to comply with relevant storage requirement as stipulated in airworthiness document; non-incident statement to clarify the part is not overloaded, overheated, or removed from aircraft with major failure, incident or unclear accident. Or ATA SPEC-106 which includes above mentioned information.

- Pro Forma Invoice

下述情况外，任何放行证书均应提供生产商原件：

- 1) 如果对于一个以上的器材只签发一个放行证书，Ameco 只购买其中一个或一些器材，但并不购买该放行证书项下的全部器材，那么卖方在运送所购器材时应附有原放行证书的复印件并表明交付器材的数量，这种情况下，卖方仍保留该放行证书的原件；
- 2) 如果几个器材共同签发一个放行证书（原件），但器材是陆续分批运送，则卖方应在运送每一个或每一批器材时附上该放行证书原件的复印件。附随的文件必须反映器材的准确数量。在这种情况下，放行证书的原件应随同最后一个或一批器材交付。

Any CRS shall be supplied as originals of the manufacturers, with the following exceptions:

- 1) In case one CRS is released for more than one (1) item and such CRS includes Item(s) purchased hereunder, but Ameco does not purchase all items covered by the CRS, Seller shall accompany the Item(s) purchased hereunder with a copy of the original CRS which shall also indicate the quantity of Item(s) Delivered. In this case the original CRS shall remain with the Seller; and
- 2) In case several Items are released on a CRS (original), and the Items are subsequently passed on separately, then a copy of the original CRS is to be enclosed with each Item or batch of Items. The accompanying papers must indicate the correct Item quantity. In this case, the original shall be enclosed with the last Item or batch of Items.

- 5.2.** 卖方应主动向 Ameco 提供产品技术数据单（TDS）和材料安全数据单（MSDS）等相关文件。卖方同意应 Ameco 要求提供可能的技术咨询与器材的性能指标等资料。

Seller shall provide Ameco the Product Technical Data Sheet and Material Safety Data Sheet (MSDS) and relevant documents, and Seller agrees to provide potential technical consulting and material performance indicator stuff as required by Ameco.

6. 紧急服务 AOG SUPPORT

- 6.1.** 卖方应提供一周 7 天，全天候 24 小时紧急服务。在 AOG 情况下，卖方应在接到 Ameco 紧急订单后 4 小时按照 Ameco 的要求发出器材；紧急情况下，在接到 Ameco 紧急订单后 24 小时按 Ameco 要求发出器材。

Seller shall run a 24-hour * 7-day AOG desk. In case of AOG situation, Seller shall deliver the materials as requested by Ameco within 4 hours upon receipt of AOG request from Ameco; in case of critical situation, Seller shall deliver the materials as requested by Ameco within 24 hours upon receipt of such request from Ameco.

- 6.2.** 卖方保证所有对 Ameco 紧急订单的答复或通知都只能向 Ameco 紧急订单中要求的指定人员发送。

Seller shall ensure that all replies or notices to Ameco in regard to any Ameco's AOG request shall be addressed to the designated personal specified in such request.

7. 交付 DELIVERY

- 7.1.** 除非双方另有约定，卖方应无条件将货物或服务以及相关文件在 7 个工作日内交付到 Ameco 或 Ameco 指定运输代理。如果卖方未能在规定的期限内完成交付，Ameco 保留无责取消此订单并要求卖方赔偿相应损失的权力。

Unless otherwise agreed by both parties, Seller shall deliver the Goods or Services as well as relevant documentation within 7 calendar days. Ameco reserves the right to cancel this Ameco's PO without liability and to charge Seller with any loss incurred as a result of Seller's failure to fulfill its obligation to deliver within the term specified.

- 7.2.** 如果 Ameco 在采购订单中要求提前交货，卖方应尽最大努力按请求中的时间完成交付。

If Ameco requests in-advance delivery in PO, Seller shall try its best to satisfy Ameco's delivery demand.

- 7.3.** 卖方应将货物在交货期内送至在订单上指定的交货地址，除非另有书面说明。如果交付货物到错误地点，卖方除应承担本合同项下其应承担的其他义务和责任外，还应承担将货物交付至正确地点所产生的额外费用。

Seller shall deliver all goods to the shipping address specified in the PO within the delivery date, unless agreed otherwise in writing between Ameco and Seller. If the Goods are not delivered to the provided place, the Seller shall be responsible for the additional cost of delivering the Goods to the right place in addition to other obligations and liabilities under these GTCs.

- 7.4.** 交付条款应当根据最新版本的“联合国国际贸易术语解释通则”解释。

Delivery clauses shall be construed in accordance with the latest version of "INCOTERMS".

- 7.5.** 卖方应当立即将已知或察觉到的可能导致无法遵守约定交付日期的事件书面提前通知 Ameco 并随后尽快告知 Ameco 可预计的交付时间。

The Seller shall forthwith notify Ameco prior in writing of any known or apprehended events that may result in a breach of the agreed delivery date and advise Ameco as soon as possible thereafter when delivery can be expected.

8. 包装和运输 PACKAGE AND TRANSPORTATION

- 8.1.** 除非 Ameco 另行指示，卖方应按照所有适用的规则对发运的货物进行包装。卖方应遵循所有特殊规则，例如 ADR, ATA 300, IATA-DGR, ICAO-TI, IMDG-Code 或 RID，并在包装表面标明采购订单中要求的唛头。

Unless otherwise instructed by Ameco, Seller shall pack the Items according to all applicable regulations. Any special regulations, e.g. ADR, ATA 300, IATA-DGR, ICAO-TI, IMDG-Code or RID for the shipment of the Items shall be observed by Seller in connection with its obligation to effect shipment and with indication of shipping marks specified in PO on the surface of package.

- 8.2.** 卖方应准备一份逐项记载的装箱单，载明采购订单号、对物品的描述、部件号及每件包装发运的数量；卖方应在运输的集装箱内放置一份装箱单副本，并在提供发票时也提供一份装箱单副本。运输代理的形式发票中应标注采购订单号，并逐项注明货物的单项品名、数量、单价、分项总价、币种，以及发票最后的总价、币种。形式发票最后的总价应与付款总价一致每次发运必须附有与内容相符的发货单、装箱单、质量合格证以及订单要求的其它文件。发货单和装箱单应载明完整的订单参考号，同时卖方应在发运时立即通知 Ameco 并将上述信息提供给 Ameco。

Seller shall label each package with the corresponding PO number. Seller shall prepare an itemized packing list bearing the PO number, description of items, part number, and quantity shipped for each package. One copy of the packing list shall be placed in the shipping container and one copy shall accompany Seller's invoice. Seller shall put PO number, description of items, part number, quantity, unit price, item total price, currency and items total price on Pro Forma Invoice. The total price on Pro forma invoice shall be consistent with Total payment. Each shipment shall contain the dispatch notes, packing slips, quality certificate and other documents required by the PO. The dispatch notes and the packing slips shall indicate the complete order reference and Seller shall immediately advise Ameco of shipment indicating the same data.

- 8.3.** 木质包装材料应符合国家检验检疫相关要求和国际标准。

Wood Packing Materials (WPM) shall conform to relevant regulations and rules of national inspection and quarantine and international standards.

- 8.4.** 卖方不应向 Ameco 收取器材包装费。

Seller shall not charge Ameco any fees for packing of items.

- 8.5.** 如果 Ameco 在采购订单上约定了货运代理，卖方应当将货物交付至 Ameco 指定的货运代理进行运输。

If Ameco assigns Forwarder in the Ameco's PO, Seller shall send Goods to the assigned FORWARDER for transportation.

9. 付款与发票 PAYMENT AND INVOICE

- 9.1. 除非双方在采购订单上另有约定，否则 Ameco 在收到全部货物或服务通过验收后且收到卖方开具任何适用于增值税法的发票 45 日内向卖方付款。

Unless both Parties stated on PO, the payment shall be settled within 45 calendar days upon receipt of an invoice which shall comply with any applicable VAT tax law provisions and final acceptance of Goods or Services.

- 9.2. 除非双方另有约定，否则卖方应将原始纸质发票寄到订单上指定的地址。发票须标有订单号码。

Unless otherwise agreed by both Parties, the original paper invoice shall be sent to address where set forth in the PO. Order Number shall be marked on the invoice.

- 9.3. Ameco 不接受除卖方以外的第三方就 Ameco 为本合同下的付款出具的任何发票。

Ameco will not accept the invoices issued by any third party other than Seller for payment under the contract.

- 9.4. 如果 Ameco 对于发票中的任何价格或收费有异议，应当在收到有关发票十五（15）个工作日内通知卖方，阐明发票有异议的部分。卖方应取消原始纸质发票，并尽快重新出具无异议金额的发票或出具贷方发票给 Ameco。

If Ameco disputes any prices or charges in an invoice, Ameco shall notify Seller within 15 business days of receipt of the relevant invoice, identifying clearly the disputed part of the relevant invoice. Seller shall cancel the original paper invoice or reissue for the undisputed amount as soon as possible or send a credit invoice to Ameco.

- 9.5. Ameco 的任何付款并不代表 Ameco 认为卖方的货物或服务达到合同要求，也不妨碍 Ameco 要求卖方退换货物，重新提供服务或进行维修的权利。

No payment by Ameco shall imply Ameco's acceptance of any Goods or Services as meeting the contractual requirements, or shall preclude Ameco's right to require the return or replacement of Goods and the re-provision of Services or the maintenance.

- 9.6. 发票地址

北京飞机维修工程有限公司

地址：北京市顺义区首都机场北路 2 号北京飞机维修工程有限公司财务部应付账款分部，邮编：100621

电话：010-87495260

Aircraft Maintenance and Engineering Corporation, Beijing

Address: Account Payable Department, Finance Division, Aircraft Maintenance and Engineering Corporation, No.2 Capital Airport Road, Chaoyang District, PO Box563 Beijing, 100621, P.R.China

Tele No. 010-87495146

北京飞机维修工程有限公司 成都分公司

地址：四川省成都市双流区成双大道南段 1687 号(北京飞机维修工程有限公司成都分公司财务部)，邮编 610201

电话：028-85722301

Aircraft Maintenance and Engineering Corporation, Beijing, Chengdu Branch

Address: No. 1687, South Chengshuang Avenue, Shuangliu County, Chengdu, Sichuan Province, 610201 China (Finance Division, Aircraft Maintenance and Engineering Corporation, Chengdu Branch)

Tele No: 028-85722301

北京飞机维修工程有限公司上海分公司

地址：上海市浦东新区建业路 315 弄 1 号 5 座 B 区 4 层，邮编 200120，(北京飞机维修工程有限公司上海分公司财务部)

电话：021-58962009

Aircraft Maintenance and Engineering Corporation, Beijing, Shanghai Branch

Address: Floor 4, B Area of Building 5, No. 1, Lane 315, Jianye Road, New Pudong District, Shanghai, 200120 China (Aircraft Maintenance and Engineering Corporation, Finance Division, Shanghai Branch)

Tele No: 021-58962009

北京飞机维修工程有限公司天津分公司

地址：天津市东丽区天津滨海国际机场西区 4 号路 2 号，邮编 300300 (北京飞机维修工程有限公司天津分公司财务部)

电话：022-24901880-6609

Aircraft Maintenance and Engineering Corporation, Beijing, Tianjin Branch

Address: No. 2, No. 4 Road, West Area, Tianjin Binhai Internatioal Airport, Dongli District, Tianjin, 300300 China (Finance Division, Aircraft Maintenance and Engineering Corporation, Tianjin Branch)

Tele No: 022-24901880-6609

北京飞机维修工程有限公司呼和浩特分公司

地址：内蒙古自治区呼和浩特市赛罕区白塔机场院生产区机务楼航修厂办公楼，邮编 010010 (北京飞机维修工程有限公司呼和浩特分公司财务部)

电话：0471-4942506

Aircraft Maintenance and Engineering Corporation, Beijing, Hohhot Branch

Address: Office of Aviation Repair Factory, M&E Building, Production Area, Baita Airport, Saihan District, Hohhot, Inner Mongolia Municipality, 010010 China (Finance Division, Aircraft Maintenance and Engineering Corporation, HOHHOT Branch)

Tele No: 0471-4942506

北京飞机维修工程有限公司重庆分公司

地址：重庆市江北国际机场北京飞机维修工程有限公司重庆分公司财务部，邮编 401120

电话：023-61222187

Aircraft Maintenance and Engineering Corporation, Beijing, Chongqing Branch

Address: Finance Division, Aircraft Maintenance and Engineering Corporation, Chongqing Branch, Jiangbei International Airport, Chongqing, 401120 China

Tele No: 023-61222187

北京飞机维修工程有限公司杭州分公司

地址：浙江省萧山区杭州萧山国际机场内 AOC 楼 411 室（北京飞机维修工程有限公司杭州分公司财务部），邮编 311027

电话：0571-86663827

Aircraft Maintenance and Engineering Corporation, Beijing, Hangzhou Branch

Address: Room 411, The AOC Building, Hangzhou Xiaoshan International Airport, Xiaoshan District, Hangzhou, Zhejiang Province, 311027 China (Finance Division, Aircraft Maintenance and Engineering Corporation, Hangzhou Branch)

Tele No: 0571-86663827

北京飞机维修工程有限公司武汉分公司

地址：湖北省武汉市黄陂区天河机场北京飞机维修工程有限公司武汉分公司，邮编 430000

电话：027-85819585

Aircraft Maintenance and Engineering Corporation, Beijing, Wuhan Branch

Address: Aircraft Maintenance and Engineering Corporation, Wuhan Branch, Wuhan Tianhe Airport, Huangpo District, Wuhan, 430000 China

Tele No: 027-85819585

北京飞机维修工程有限公司贵阳分公司

地址：贵州省贵阳市南明区龙洞堡机场北京飞机维修工程有限公司贵阳分公司综合办公室，邮编 550012

电话：0851-85498839

Aircraft Maintenance and Engineering Corporation, Beijing, Guiyang Branch

Address: Office of General Affairs, Aircraft Maintenance and Engineering Corporation, Guiyang Branch, Longdongbao Airport, Nanming District, Guiyang, Guizhou Province, P.R. China, 550012

Tele No: 0851-85498839

北京飞机维修工程有限公司广州分公司

地址：广州新白云机场南工作区空港四路横三路国航大厦 A 区 2 楼（北京飞机维修工程有限公司广州分公司综合办公室），邮编 510470

电话：020-36066480

Aircraft Maintenance and Engineering Corporation, Beijing, Guangzhou Branch

Address: Office of General Affairs, Aircraft Maintenance and Engineering Corporation, Guangzhou Branch, The 2nd Floor, Air China Building Zone A, The 4th Airport Road/The 3rd

Heng Road, Work Area South, Guangzhou (New) Baiyun Airport, Guangzhou, Guangdong Province, 510470 China

Tele No: 020-36066480

10. 质量保证 QUALITY AND WARRANTY

10.1. 本一般条款项下交付的每一件器材应当无缺陷，除了前述一般性条款外，还应符合下列要求：

Each Item Delivered under these GTCs shall be free from Defects, and shall be in line with the following requirements without prejudice to the generality of the foregoing will in particular:

10.1.1. 符合所有现行的适航性要求，包括但不限于所有 CAAC /EASA/FAA 适航性要求；

conform to all applicable airworthiness requirements, including but not limited to all applicable CAAC /EASA/FAA airworthiness requirements;

10.1.2. 符合飞机制造商及原设备生产商现行的描述，规范，性能保证和图纸；

conform to the aircraft manufacturer's and to the OEM's applicable descriptions, specifications, performance guarantees and drawings;

10.1.3. 符合卖方的描述，规范，性能保证，图纸和广告；

conform to Seller's descriptions, specifications, performance guarantees, drawings and advertising;

10.1.4. 符合所有本一般条款的规定；

conform to all requirements of these GTCs;

10.1.5. 新出厂；对于有库寿要求的器材,卖方应保证器材所余保质期在交付后不少于总保质期的 75%；

be factory new, with minimum of 75% of maximum shelf-life where applicable;

10.1.6. 做工和原料无缺陷，包括选材的缺陷；

be free from defects in workmanship and material, including defects arising from the selection of materials;

10.1.7. 设计无缺陷；

be free from defects in design;

10.1.8. 适合本一般条款的目的，并符合有关描述，规范，保证和广告；以及

be suitable for the intended purposes as set forth in these GTCs and conform to the relevant descriptions, specifications, guarantees and advertising; and

10.1.9. 第三方无任何权利，包括但不限于任何担保权利，抵押，或留置权，或任何知识产权，或由违反或侵权所产生的权利。

be free from any rights of third parties, including but not limited to any security interests, encumbrances or liens or any IPR or rights arising out of a breach or infringement thereof.

- 10.2.** 除非双方另有约定，器材质保期自 Ameco 验收合格之日起计算，耗材和消耗件的标准质保期为 24 个月，周转件新件标准质保期为 36 个月，旧件质保期为 12 个月或上述周转件标准质保期（36 个月）的剩余质保期限，以较长质保期为准。以上部分所约定的质保期应当适用于所有因任何器材缺陷所提出的索赔，包括就此类缺陷所造成的任何损失所提出的索赔。如果任何所适用法规的质保期长于此处所列期间，则适用较长期间。

Unless otherwise agreed by both parties, the warranty period shall be calculated from receipt of the Item at Ameco as qualified acceptance. For consumables and expendables, the standard warranty period shall be twenty four (24) months, while the standard warranty period of rotables shall be thirty six (36) months and the warranty period of used parts shall be twelve (12) months or remainder of the rotables standard warranty period of thirty six (36) months, as defined above, whichever is longer. The warranty period stipulated in the above section shall be applicable for all claims based on any Defect of any Item including claims for any damages caused by such Defect. In case any applicable law provides for a warranty period that is longer than the period stated herein such longer period shall apply.

- 10.3.** 如果在质保期内出现产品缺陷，在收到 Ameco 通知后，卖方同意及时免费纠正或替换不符合前述要求的任何货物或服务。如卖方未及时纠正或替换，Ameco 在合理通知卖方后可自行纠正或替换货物或服务，并向卖方收取因此产生的费用。

In case defects of the Goods or Service appear during the warranty period, Seller agrees to correct or replace promptly and without expenses to Ameco any Goods or Services not conforming to the foregoing requirements when notified by the Ameco thereof. In the event of failure by Seller to correct defects in or replace non-conforming Goods or Services promptly, Ameco, after reasonable notice to Seller, may make such corrections or replace such Goods or Services and charge Seller for the costs incurred by Ameco thereby.

- 10.4.** 卖方对其提供的有质量缺陷的产品负全部责任并完全赔偿，该等责任包括因产品质量缺陷而导致的 Ameco 损失、人员伤亡或因第三方损失、人员伤亡引发的由 Ameco 承担的任何责任，以及因上述责任引起或与其有关的任何合理费用、赔偿、权利主张、索赔和支出，卖方并将完全承担因包装破损而对 Ameco 引起的损失。

For the products with defects provided by the Seller, the Seller shall take full responsibility and make full compensation, including losses or casualties caused to the Ameco, or any loss or casualty caused to any third party for whom Ameco shall assume the responsibility, as well as any reasonable expenses, compensation, rights claim, indemnity and expenditure. Seller shall be fully responsible for any loss caused to Ameco due to the broken package.

11. 违约和赔偿 DEFAULT AND INDEMNIFICATION

- 11.1.** 任何一方未履行其在本合同项下的责任和义务均被视为违约（不可抗力因素导致的除外）。违约

方应承担与此相关的一切责任。

Either party failing to fulfill its liabilities or obligations under the Contracts shall be deemed as a breach (with exceptions to those failures due to Force Majeure). The breaching party shall take full responsibilities thereof.

- 11.2.** 若卖方未能在交付日期交付货物或提供服务(不可抗力引起的延迟除外), 卖方将负责赔偿 Ameco 因该等延迟而遭受的损失; 并且在该等情况下, Ameco 可以自行决定接受修改的交付时间表, 或者因卖方的该等违约取消采购订单。卖方同意在延迟交付货物或服务的情况下, 每延迟一周(不足一周的以一周计算), 向 Ameco 交纳延迟货物价值和/或服务的服务费总额(视情形而定)的百分之一(1%)的违约金, 直至全部货物或服务交付或提供完毕。

If Seller fails to deliver the Goods or Services on the delivery dates (force majeure delays excluded), Seller will be liable for any damages caused to Ameco as a result of such delay; and in that event, Ameco may, in its sole discretion, either accept a revised delivery schedule, or cancel the PO for default. Seller agrees to pay Ameco the liquidated damages in the amount of one percent (1%) of the delayed Goods' value and/or the total service fees payable for the Services, as the case may be, per week (delay term less than one week shall be deemed as one week) in the event of late delivery of Goods or Services until the Goods or Services are delivered or provided in its entirety.

- 11.3.** 卖方应严格按照合同中规定的时间交付货物和/或服务, 卖方所提供的产品在交货时应保证交付物符合本合同和/或 PO 中约定的质量、规格、性能和验收标准。如果出现任何问题(包括运输途中损坏) 卖方应无条件的换货。Ameco 有权利退货, 卖方需要退还 Ameco 支付的所有款项并承担由此引起的所有费用。

Seller shall deliver the goods or services to as scheduled and required in the Contract and/or PO, and ensure the quality, specifications and performance of the equipment. If not (including damage happened during transport), Seller shall replace the damaged goods unconditionally for free. Ameco shall be entitled to return these goods, and Seller shall return the payment paid by Ameco and bear all costs incurred.

- 11.4.** 除本合同另有规定外, 本合同任何一方未履行本合同项下的义务, 另一方可以向违约的一方发出书面通知, 要求其履行义务或采取适当的补救措施以迅速有效地避免或减小损失或损害, 并恢复履行本合同。除此之外, 违约的一方还应赔偿因其违约行为给守约方造成的所有直接损失和损害。

Except as otherwise provided herein, where one Party fails to perform its obligations hereunder, the other Party may by written notice to the defaulting Party to request the defaulting Party to perform its obligations or to provide proper remedies to effectively and promptly avoid or minimize the losses and damages, and to resume its performance of the Contract. In addition, the defaulting Party shall indemnify the performing Party for all direct losses and damages incurred as a result of such default.

- 11.5.** 无论本合同其他条款有何规定, 任何一方均不向对方承担因本合同的履行或不履行而造成的收入或利润丧失、商誉丧失或任何间接或附带性损失的赔偿责任(但该方有违反保密义务或侵犯知识产权情形的除外)。除蓄意破坏或重大疏忽外, 一方因本合同的履行或不履行而造成的损失、损害

或补偿索赔的责任累计总额不得超过合同总金额。

Notwithstanding any other provision of the Contract, except for breach of confidentiality obligations or infringement of the other Party's IPR, neither Party shall be liable to the other Party for damages for loss of revenues or profits, loss of goodwill or any indirect or consequential damages in connection with the performance or non-performance of the Contract. The aggregate liability of a Party for all claims for any loss, damage or indemnity whatsoever resulting from such Party's performance or non-performance of the Contract shall in no case exceed the total value of the contract, excluding willful misconduct and gross negligence.

12. 所有权和风险转移 TITLE AND RISK OF LOSS

12.1. 对于国际贸易，除非双方另有约定，所有权和风险的转移遵循最新版《国际贸易术语解释通则》。

For International trade, unless otherwise agreed, title and risk of loss shall be pursuant to latest version INCOTERM.

12.2. 对于国内贸易，除非双方另有约定，所有权和风险自相关产品经 Ameco 验收合格并交付给 Ameco 即转移给 Ameco。

For domestic trade, unless otherwise agreed, title and risk of loss shall be transferred to Ameco upon Ameco's inspection and acceptance of products.

13. 检验，接受或拒绝 INSPECTION, ACCEPTANCE OR REJECTION

13.1. 当货物被运抵 Ameco 指定的地点进行检验前，卖方与 Ameco 签署的任何文件，单据或者其他任何形式文件都不应代表 Ameco 对货物的最终验收和接受，只代表 Ameco 收到货物。

Any of documents, paper, or any receipt signed by Ameco and Seller before Goods Inspection shall not mean final acceptance by Ameco but only Goods received.

13.2. Ameco 应在在收到货物或服务后接受货物，或者在合理的时间内通知卖方因货物或服务不符合此订单的要求而拒绝接受。拒收的货物将退还给卖方，运费由卖方承担；如暂存在 Ameco，暂存货物的损失风险和费用由卖方承担。

Ameco shall accept Goods or give Seller notice of rejection as non-confirming with Ameco Order within a reasonable time after receipt of Goods or Service. Rejected goods will be returned to Seller, transportation charges collect. If the Goods are temporarily stored in the facility of Ameco, the risk of loss and expense shall be borne by Seller.

13.3. 除非双方另有约定，货物被拒收后，卖方应重新发送符合订单要求的货物或提供符合订单要求的服务，或在 14 日内向 Ameco 提供贷方。

For all rejected Goods, Seller shall redeliver Goods or re-provide service in accordance with PO or issue a credit note to Ameco within 14 days.

- 13.4.** 货物被拒收后，如果卖方在一个月没有给与 Ameco 有效的答复，则 Ameco 有权自行处理此货物，处理货物所得收益归属 Ameco。

After the Goods are rejected, Ameco shall reserve the right to handle the Goods by itself, if Ameco fails to receive response from Seller within one month. The profits of the disposed Goods shall belong to the Ameco.

- 13.5.** 卖方同意，Ameco 按照此订单付款并不意味着 Ameco 对货物或服务的认可。

Seller agrees that Ameco's payment under this Ameco Order shall not be deemed as acceptance of any goods or services delivered hereunder.

- 13.6.** 如果 Ameco 未在合理的时间内拒绝，应被视为接受。但接受并不免除卖方的担保义务或对隐性缺陷的责任。

Failure to reject within a reasonable time shall be deemed acceptable. Acceptance shall not relieve Seller of its warranty obligations or liability for latent defects.

14. Ameco 的财产和信息 Ameco'S PROPERTY AND INFORMATION

为履行采购订单而由 Ameco 提供给卖方的 Ameco 和其客户的财产和信息，例如图纸、规格、数据和类似财产，应当仍然是 Ameco 的财产。卖方所作的或者为生产或提供货物或服务而从其他方购买并已向 Ameco 收费的任何设计、图纸、模具、模型、工具、技术数据/信息、材料、设备等应当制造或者采购之日立即成为 Ameco 的财产且应被视为 Ameco 提供的财产。如果可行，所有该等 Ameco 财产应当被标记为 Ameco 财产、由卖方受托持有并承担风险；卖方仅为履行该采购订单的目的使用该等财产或信息，不得复制或披露给他人。在此采购订单履行完毕后，所有 Ameco 提供的财产应当以接受时同样的状况返还 Ameco，允许合理的磨损；但是该财产已经整合入已交付货物或服务中或者在履行该采购订单中被消耗掉的除外。

Ameco's and its customer's property and information, such as drawings, specifications, data and the like, furnished to Seller for performance of any PO shall remain the property of Ameco. Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc. that Seller makes or buys from others for producing or providing the Goods and already charged to Ameco's account shall become Ameco's property immediately upon manufacture or procurement and shall be deemed as Ameco furnished property. When practical, all such Ameco property shall be marked as property of Ameco, shall be held by Seller on consignment at Seller's risk, and shall be used exclusively to perform the PO, and shall not be duplicated or disclosed to others. Upon full performance of the PO, all Ameco furnished property shall be returned to Ameco in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into Goods delivered or consumed in the performance of the PO.

15. 知识产权 INTELLECTUAL PROPERTY RIGHTS

卖方保证其所提供的货物或服务不侵犯或不构成对任何第三方的知识产权的侵犯或不正当使用。

如果任何第三方对货物或服务的权利或利益提出主张，或声称货物或服务侵犯或不正当使用其知识产权而起诉 Ameco，卖方应当就上述主张和诉讼对 Ameco 的任何及所有开支、费用和损失进行赔偿、为 Ameco 辩护并保证 Ameco 不受损害。

Seller undertakes that the [Goods or Services] does not infringe, or constitute an infringement or misappropriation of, any third party's IPR. If any third party claims any right or interest in the Goods or brings any action against Ameco on alleged infringement or misappropriation of third party's IPR by the [Goods or Services], Seller shall fully indemnify, defend and hold Ameco harmless against any and all such claims, actions, costs, expenses and damages which Seller may incur or become liable for such infringement.

16. 信息保密 CONFIDENTIALITY

16.1. 保密信息是指披露方或其人员就项目无论直接或间接、书面或其他有形方式，提供或以其他方式披露给接受方、且标注保密性质，或应被接受方合理解为具有保密性质的专利或非专利技术、专有技术、发明、商业秘密、设计、工艺、配方、软件、硬件、配置、图纸、设计图、规格、用法、指示、手册、财务信息、业务计划和战略、销售信息、客户信息和所有其他信息。

Confidential information means technology, whether patented or not, know-how, inventions, trade secrets, designs, processes, formulas, software, hardware, configuration, drawings, blueprints, specifications, directions, instructions, manuals, financial information, business plans and strategies, sales information, customer information and all other information that the Disclosing Party or any of its representatives may furnish or otherwise disclose to Receiving Party in connection with the Project either: directly or indirectly, in writing or other tangible form, provided that it is stated to be confidential or shall be reasonably deemed by the receiving party as confidential.

16.2. 保密信息只能由接受方及其人员为本合同目的而使用。除本合同另有规定外，对于提供方提供的任何保密信息，未经提供方的书面同意，接受方及其知悉保密信息的人员均不得直接或间接地以任何方式提供或披露给任何“第三方”。在本条中，“第三方”是指任何自然人、企业或其分支机构、代理、组织或其他实体。

All confidential information received by the Receiving Party shall be used solely for the performance and implementation of the Contract and shall not be disclosed by the receiving party or its representatives to any third party without the prior written consent of the disclosing party. Third party means any person, enterprise, affiliate, agency, organization or other entity.

16.3. 本条款规定的保密义务对以下信息不适用：

The parties hereto agree that the following information shall not be deemed as confidential:

16.3.1. 在一方披露时已经是公众所知的信息，或者并非由于接受方及其人员的过错而成为公众所知的信息；

Is or becomes publicly known through no fault of the Receiving Party;

16.3.2. 有书面证据证明在披露时已经由接受方掌握的信息；

It can be shown by written records to be known by the Receiving Seller prior to disclosure by the Disclosing Party;

16.3.3. 有书面证据证明第三方已向接受方披露的信息，而该第三方并不负有保密义务，并且有权做出披露。

It can be shown by written records that the information is obtained in good faith from a third party not under any obligation of confidentiality.

16.3.4. 根据法院或政府部门的要求需向相关部门提交的信息；接收方应于信息提交前通知披露方。

Is ordered by a court of competent jurisdiction or a government department to be produced by the Receiving Party; provided, however, that upon receipt of any such order, the Receiving Party shall immediately notify the Disclosing Party of such order.

16.4. 披露方向接受方或接受方代表披露保密资料并不构成向接受方转让或授予对其保密资料、商标、专利、技术秘密或任何其它知识产权拥有权益，也不构成向接受方转让或授予使用保密资料、商标、专利、技术秘密或任何其他知识产权的有关权益。

Disclosure of the confidential information by the Disclosing Party to the Receiving party or its representatives shall not be construed to constitute an assignment or grant to the Receiving party or its representatives of the rights and interests in relation to its trade secrets, trademarks, patents, know-how or any other intellectual property, nor shall it constitute an assignment or grant to the Receiving party or its representatives the rights and interests in relation to the trade secrets, trademarks, patents, know-how, or any other intellectual property authorized by a third party.

16.5. 当本合同解除或终止时，接受方应立即停止使用且不得许可第三方使用提供方的保密信息，同时，接受方应按照提供方的书面要求，将提供方提供的保密信息退还提供方或予以删除或销毁。

Upon expiry or termination of the Contract, the Receiving party shall promptly stop using and stop allowing any third party using the confidential information. And at the same time, the Receiving Party shall delete or destroy or return all the confidential information to the Disclosing Party upon request in a written notice.

16.6. 本条款所规定的保密义务在本合同终止后持续 5 年有效。

The confidentiality obligation defined by the present Article is to remain in force throughout the duration of the Contract and for five years following its expiry or termination.

17. 责任与赔偿 LIABILITY AND INDEMNIFICATION

17.1. 合同一方应对其管理人员、雇员、代理人或分包商实施与本合同工作有关的工作或由此导致的由于蓄意破坏或严重疏忽，致使合同另一方遭受的任何财产损坏、损失，任何人身伤亡，向另一方承担责任。

Each Party will be liable towards the other Party for damage to or loss of any property and for the injury to or death of any person caused by the gross negligence or the willful misconduct of its directors, officers, employees, agents or subcontractors in connection with or as a result of the services rendered under the Contract.

- 17.2.** Ameco 应赔偿并保护卖方及其管理人员、雇员、代理人和分包商免于承担因 Ameco 及其管理人员、雇员、代理人和分包商的蓄意破坏或严重疏忽导致的第三方遭受的有关损坏、损失或人身伤亡方面的责任。

Ameco will indemnify and hold harmless Seller, its directors, officers, employees, agents and subcontractors from and against all claims of third parties related to damage, loss, injury or death caused by the gross negligence or the willful misconduct of Ameco, its directors, officers, employees, agents or subcontractors.

- 17.3.** 卖方应赔偿并保护 Ameco 及其管理人员、雇员、代理人和分包商免于承担因卖方及其管理人员、雇员、代理人和分包商的蓄意破坏或严重疏忽,导致的第三方遭受的有关损坏、损失或人身伤亡方面的责任。

Seller will indemnify and hold harmless Ameco, its directors, officers, employees, agents and Subcontractors from and against all claims of third parties related to damage, loss, injury or death caused by the gross negligence or the willful misconduct of the Seller, its directors, officers, employees, agents or subcontractors.

- 17.4.** 本条款中的责任和赔偿包括所有必要的费用、支出和附加费,但不包括任何特殊的、间接的、惩罚性的、偶然的或间接损失的赔偿(例如但不限于收入或利润损失)。

The liability and indemnification include all necessary costs, expenses and fees incident thereto. However, under no circumstances will the liability in this article include any special, indirect, punitive, incidental or consequential damages such as but not limited to loss of profit or loss of revenue.

18. 不可抗力 FORCE MAJEURE

- 18.1.** 不可抗力,是指不能预见、不能避免并不能克服的客观情况,包括但不限于天灾、战争、恐怖主义、骚乱、火灾、爆炸、地震、流行病、法律、法令、行政法规、其他政府行为等原因,其中包括军事行动和法庭判决,或其他任何受影响一方无法合理控制的原因。

“Force majeure” means unforeseeable, unavoidable and insurmountable objective conditions, including, but not limited to, acts of God, war, terrorism, riot, fire, explosion, earthquake, epidemic, or by reason of any law, order, regulation or any other act of any governmental authority, including military action and court orders, or any other cause beyond the reasonable control of the affected party.

- 18.2.** 由于不可抗力事件,致使一方在履行其在本合同项下的义务过程中遇到障碍或延误,不能按规定的条款全部或部分履行其义务的,遇到不可抗力事件的一方(受阻方),只要满足下列所有条件,

不应视为违反本合同。

Any delay or failure in performance of the contract caused by an event of force majeure shall not constitute default by the prevented party if the following conditions are met:

- 18.2.1. 受阻方不能全部或部分履行其义务，是由于不可抗力事件直接造成的，且在不可抗力发生前受阻方不存在延迟履行相关义务的情况；

The prevented party is unable to fulfill its obligations or unable to fulfill its obligations in full due to a force majeure event, and before the force majeure, there is no delay in its performance;

- 18.2.2. 受阻方已尽最大努力履行其义务并减少由于不可抗力事件给另一方造成的损失；

The prevented party has taken utmost efforts to fulfill its responsibilities and minimize losses incurred to the opposing party.

- 18.2.3. 不可抗力事件发生时，受阻方已立即通知对方，并在不可抗力事件发生后的【十五】日历日内提供有关该事件的公证文书和书面说明，书面说明中应包括对不能履行或部分不能履行或延迟履行本合同的原因说明。

The prevented party encountering force majeure event has promptly notified the opposing party and has submitted to the opposing party a detailed description of the force majeure, reasons for inability to perform or inability to perform in full, or the necessity to postpone such performance and valid documents certifying the same within [15] calendar days after occurrence of the force majeure event.

- 18.3. 不可抗力事件终止或被排除后，受阻方应继续履行本合同，并应尽快通知另一方。受阻方可延长履行义务的时间，延长期应相当于不可抗力实际造成延误的时间。

The prevented party shall send notice the opposing party as soon as possible of the elimination of the event of force majeure. The completion time of the prevented party can be extended correspondingly to the actual delayed time by the force majeure.

- 18.4. 如果不可抗力事件的影响持续达三十日历日或以上时，双方应根据该事件对本合同履行影响程度协商对相应采购订单的修改或终止。如在一方发出协商书面通知之日起十日历日内双方无法就此达成一致，任何一方均有权解除该采购订单而无须承担违约责任。

If the event of force majeure lasts for more than 30 calendar days, related PO shall be amended or terminated by the parties in accordance with the influence to the performance of the contract through friendly negotiation. If, after 10 calendar days from the delivery of the negotiation notification, the parties hereto fail to reach any consensus, any party may terminate the related PO without taking any breaching responsibilities.

19. 保险 INSURANCE

- 19.1. 依据本一般条款出具的采购订单终止后最短 4 年的期限内，卖方应当按以下保险范围和规定使保

险生效并维持，并且应当向 Ameco 提供保险证书以证明该保险包涵：

For a minimum period of [four (4)] years after the termination of POs placed in accordance with these GTCs, Seller shall effect and maintain insurance of the following coverage and provisions, and shall provide Ameco with a certificate of insurance evidencing such coverage:

综合的一般法律责任险包括航空一般法律责任险（包括战争风险），包括综合的身体伤害，财产损失，承保处所，契约责任，产品和飞机修理库管理人责任，Ameco 及其董事，管理人员，代理，雇员和转包商作为附加被保险人。

Comprehensive General Legal Liability Insurance including Aviation General Legal Liability Insurance (including War Risks) for comprehensive bodily injury, property damage, premises, contractual liability, products and hangar keepers liability naming Ameco, its directors, officers, agents, employees and subcontractors as additional insured.

所有与任何器材有关的损失风险或损害，当该器材受卖方照看与看管时（从发货到再次向 Ameco 发货）。

All risks of loss or damage in respect of any Item while such Item is in care and custody of Seller (upon Delivery until Redelivery to Ameco).

- 19.2.** 此类保险应当是基本保险，而非任何其他由 Ameco 投保并以 Ameco 为受益人的保险的相关补充。该类保险还应当包含分别等同对待条款。

These insurances shall be primary and non-contributory with respect to any other applicable insurance carried by Ameco for the benefit of Ameco. These insurances shall also contain a severability of interest clause.

- 19.3.** 该保险应当规定，无论卖方对该保险条款中所包含的任何保证，声明或条件有任何相关违反或缺乏或侵害，Ameco 的利益均被保险。

The insurance shall provide that the interest of Ameco is insured regardless of any breach or failure or violation by Seller with regards to any warranties, declarations or conditions contained in such policies.

- 19.4.** 上述保险应当包含三十（30）天书面取消通知（或可能发生在战争险的七（7）天或更短期间）。如果发出该通知，其应当向 Ameco 及其他有关各方提供该通知。

The above insurances shall contain a [thirty (30)] Day written notice of cancellation (or seven (7) Days or such less period as may be available for War Risks Covered), and in case such a notice is given, it shall be provided to Ameco as well as to any other party for whom it is relevant.

20. 变更及终止 AMENDMENT AND TERMINATION

20.1. 违约终止 Termination for Default

任何一方如果违反本合同项下的义务，守约方有权书面通知违约方终止依据本合同出具的采购订

单，除非违约方在【30】个日历日内对违约实行补救并满足了守约方的合理要求。且合同终止不影响守约方在本合同下已经产生的救济权利。

Except as otherwise noted in the contract, if either party commits any material breach of any of its obligations under the contract, then the observant party shall have the right to terminate Pos placed in accordance with the contract by written notice to the defaulting party, unless the defaulting party remedies such breach to the observant Party's reasonable satisfaction within the thirty (30) day period. Such termination shall not prejudice any remedy by the observant Party which shall have arisen or shall later arise in relation to the contract.

20.2. 便利终止 Termination of Convenience

Ameco 可在任何时间出于自身的便利考虑单方、全权决定终止整个或部分订单。Ameco 应以书面方式通知供应商终止订单，通知上应明确说明终止是出于买方的便利，并明确合同终止的程度，以及终止的生效日期。除非 Ameco 另有说明，卖方收到通知后应立即停止订单工作，遵照 Ameco 的说明和指引行事。如果 Ameco 为便利终止订单，应支付给卖方终止生效日之前妥善完成的工作的报酬，但是支付总额不能超过此订单总额在减去未完成工作部分的金额。卖方不应获得而且应明确放弃终止日前未履行合同工作的利润款项。

Ameco may terminate the PO in whole or in part at any time if Ameco determines, in its sole and absolute discretion that a termination is in its best interests. Ameco shall effect the termination by sending written notice of such termination to Seller, and shall state that termination is for Ameco's convenience, as well as the extent to which the performance of Contract Work is terminated, and the termination date. Unless otherwise instructed by Ameco, Seller shall stop work immediately on receipt of notice and follow the instructions and directions of Ameco. In the event of a termination for convenience, Seller shall be entitled to be paid for Work properly performed by Seller prior to the effective date of termination, provided, however, that such payment shall not exceed the total value of this PO after adjustment to account for the price associated with Work not performed. Seller shall not be allowed, and expressly waives, payment for profit on Contract Work which was not performed as of the termination date.

20.3. 破产终止 Termination for Bankruptcy/Insolvency

如合同一方破产或无力偿还债务，或停业清理，或已由法院委派其破产财产管理人或遗产管理人，或为其债权人的利益与债权人达成有关合同，或在财产管理人，财产委托人或财务管理人员的监督下营业，或其采取的任何行动或发生的任何事件（根据有关适用的法律）具有与前述行动或事件相似的效果，合同另一方有权终止本合同或相关的任何采购订单。

Either party shall be entitled to terminate the contract or any related POs if the other party becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of this creditors, or if any act is done by such party or any event occurs on such party which (under applicable Laws) has a similar effect to any of these acts or events.

20.4. 由于合同双方或其它原因，本合同或相关的采购订单全部或部分终止，不应解除双方的任何责任、义务、自合同生效起开始积累的支出或费用，合同任何一方到上述终止日期为止的所有权利仍具有全部效力。

In case of any early termination either completely or in relation to the contract or any related POs due to any party's reason or other reasons, any liabilities, obligations and accrued expenditures or costs prior to the termination shall not be void, all afore mentioned items before the termination shall be in full force and effect.

21. 适用法律及争议解决 GOVERNING LAW & DISPUTE RESOLUTION

21.1. 适用法律 Governing Law

本合同及其效力、合法性、解释、履行、签署、终止及争议解决适用中华人民共和国法律并按此法律解释。

The contract and its effectiveness, validity, interpretation, implementation, execution, termination and settlement of disputes shall be governed by and construed in accordance with the substantive laws of the People's Republic of China.

21.2. 友好协商 Friendly consultations

凡因本合同所引起的或与之相关的任何争议、纠纷或索赔（统称“争议”），包括合同是否存在、效力或终止，双方应首先采取友好协商解决。

Any dispute, controversy or claim (collectively, "dispute") arising out of or in connection with the contract, including any question regarding its existence, validity or termination, the Parties shall attempt in the first instance to resolve such dispute through friendly consultation.

如涉及技术问题争议，则除双方以外的第三方原厂家的鉴定意见可作为双方友好协商的参考依据。In case of technical disputes, the expert advices from OEM may be regarded as reference for both parties' friendly consultation.

21.3. 仲裁 Arbitration

如上述任何争议未在一方首次提出协商之日后60日内通过友好协商解决，则任何一方可将该争议提交至中国国际经济贸易仲裁委员会，并依据该仲裁委员会现行有效的仲裁规则在北京进行仲裁。仲裁庭应由一名仲裁员组成。仲裁语言为中文。

If any dispute is not resolved by friendly consultations within 60 days after the date such consultations were first requested by a Party, then any Party may submit the dispute for arbitration to China International Economic and Trade Arbitration Commission in accordance with the Provisional Rules of Procedure promulgated by the said Arbitration Commission. The seat of arbitration shall be in [Beijing]. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be Chinese.

本合同项下的任何仲裁裁决是终局的，并对双方具有约束力，并可在任何有管辖权的法院或其他有权机构强制执行。除非仲裁裁决有不同规定，败诉方应支付双方因仲裁所发生的一切法律费用，包括但不限于律师费。

The arbitral award shall be regarded as final and binding upon both parties. The fees for the arbitration shall be borne by the losing party unless otherwise awarded by the arbitration commission, including but not limited to attorney fees.

21.4. 持续的权利和义务 Continuing Rights and Obligations

当出现任一争议并且正在通过仲裁解决时，双方可继续行使其各自在本合同项下的其他权利，同时应继续履行其各自在本合同项下的其他义务，但与争议事项有关的权利和义务除外。

When any dispute occurs and is the subject of arbitration, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under the contract, except in respect of those matters under dispute.

21.5. 裁决的执行 Enforcement of Award

仲裁胜诉方可请求对仲裁败诉方有管辖权的法院做出相应判决，或者向该法院申请对仲裁裁决予以司法承认并发布强制执行令（以适用者为准），在此情况下，双方特此明确放弃其提出抗辩的所有权利，包括以主权豁免作为抗辩事由，以及基于其是一个主权国家的机构或部门的事实或主张的其他抗辩事由。

Judgment upon any arbitral award may be entered in any court having jurisdiction over the Ameco against which the award has been rendered, or application may be made to any such court for judicial acceptance of the award and an order of enforcement, as the case may be. In this event, each Party expressly waives all rights to object thereto, including any defense of sovereign immunity and any other defense based on the fact or allegation that it is an agency or instrumentality of a sovereign state.

21.6. 申请禁制令的司法救济权利 Injunctive Relief

无论本合同前述条款有何规定，双方同意如果一方提出对方违反保密条款或侵犯知识产权的指控，则提出指控一方可向任何一个有管辖权的法院申请发布制止侵权、违约行为的禁制令或采取其他类似救济措施。

Notwithstanding the foregoing, the Parties agree that each Party has the right to seek injunctive or other similar relief in any court of competent jurisdiction in respect of any claims of breach of confidentiality or IPR infringement.

22. 其它条款 MISCELLANEOUS

22.1. 反商业贿赂 Anti-Commercial Bribery

双方承诺，为达成及/或履行本合同，任何一方及其关联方的董事、管理人员、雇员、代理人或顾问不曾也不会违反任何相关的法律法规，向任何政府官员、本合同对方、任何相关第三方及其关

联方的董事、管理人员、雇员、代理人或者顾问在内的任何有关人员直接或间接地提供资金、礼品或其他任何有价物品、服务，或者从事任何其他贿赂行为。

Both Parties commit that they have never conducted or will refrain from any activities which could be interpreted as attempted or completed commercial bribery in order to achieve and / or fulfill the contract. In specific: no director, officer, employee, representative or consultant shall violate relevant laws and regulations, directly or indirectly offer any kind of personal benefit, any gift or other valuable goods, services, to any government officer, any director, officer, employee, representative or consultant of the other party, any related third party or affiliates, or shall be engaged in any other bribery.

22.2. 条款独立性 Severability

本合同的各个条款是可以分开的，如果其他任何一个条款被仲裁庭或管辖法院认定无效、违反法律或不可执行，则这种无效、违反法律或不可执行并不可影响合同其他条款的效力。

The various provisions of the Contract are severable and if any provision is held to be invalid, illegal or unenforceable by any arbitration tribunal or court of competent jurisdiction then such invalidity, illegality or unenforceability shall not affect the remaining provisions of the Contract.

22.3. 弃权 Waivers

任何一方没有行使其权利或未对另一方的违约行为采取任何行动，不应被视为放弃追究违约方责任的权利；任何一方对某一项权利的放弃，不应被视为是对其他权利的放弃。一方对某项权利的放弃，均应以书面形式送交对方。

Failure of any Party to exercise its right or take any action against the other Party for any breach of Contract shall not be deemed as a waiver of such breach. No waiver of any Party to any right shall be deemed as a waiver to any other rights. Waiver of any Party to any of its right shall be sent to the other Party in writing.

22.4. 不构成代理关系 No Partnership

无论出于什么目的，本合同所作约定或根据本合同采取的任何行动都不构成或被视为构成合同方之间是合作关系或一方是另一方的代理人。

Nothing is the contract and no action taken pursuant to it shall constitute or be deemed to constitute the Parties a partnership or constitute one Party an agent for the other for any purpose whatever.

22.5. 税负 Taxes

每一方均应依照适用的税收法律，承担其各自因履行本合同而引致的所有税负。Ameco 有权从支付款中扣除任何代卖方缴纳的代扣所得税。

Each Party shall bear all taxes incurred by it in connection with its performance of the contract pursuant to applicable tax law. Any withholding tax Ameco must pay on behalf of Seller will be deducted from payments to Seller.

22.6. 转让 Assignment

合同任何一方未经另一方事先书面同意，不得转让或转移其在本合同项下的利益、权利或义务，但合同另有规定的除外。

Subject to any provisions contrary to the contract, no Party shall be entitled to assign or transfer any of its interests, rights or obligations under the contract without the prior permission of the other Party in written form.

22.7. 抵消 Setoff

Ameco 有权在任何时候以 Ameco 对卖方的任何索赔或收费抵消在本合同项下应向卖方支付的任何到期款项。

Ameco shall have the right at all times to set off any amount due or payable to Seller hereunder against any claim or charge Ameco may have against Seller.