

LYDALL'S TERMS AND CONDITIONS OF PURCHASE

莱德尔采购条款和条件

1. **DEFINITIONS:** a) "Lydall", "Buyer", "us" or "our" means Lydall, Inc. or the subsidiary of Lydall, Inc. buying your products or services; b) "Seller", "you" or "your" means the party selling products or services to Lydall; c) "Terms" means Lydall's Terms and Conditions of Purchase; d) "Party" means Lydall or Seller, and "Parties" means Lydall and Seller; e) "Purchase Order" or "Order" means the written documentation that Lydall issues to you when buying your products or services.

1. **定义:** a) "莱德尔"、"买方"、"我方"或"我方的"是指采购贵方产品或服务的莱德尔公司或莱德尔公司的子公司; b) "卖方"、"贵方"或"贵方的"是指向莱德尔出售产品或服务的一方; c) "条款"是指莱德尔的采购条款和条件; d) "一方"是指莱德尔或卖方中的任意一方, "双方"是指莱德尔和卖方的统称; e) "采购订单"或"订单"是指莱德尔在采购贵方产品或服务时向贵方签发的书面文件。

2. **PURCHASE OF GOODS OR SERVICES:** (i) When you sell products or services to Lydall, you are agreeing to these Terms, under which Lydall purchases goods and services; (ii) Nothing you send us will change these Terms (e.g., quotations, order acknowledgements or invoices with additional or different terms and conditions.); (iii) Seller's (a) full or partial performance or (b) acknowledgement of our Order is acceptance of these Terms; (iv) Any terms and conditions proposed in Seller's quotation, acceptance, acknowledgment, invoice or other form that add to, vary from, or conflict with the Terms are hereby rejected. If the Order follows a prior offer by Seller, the Order shall not constitute an acceptance of Seller's offer and any acceptance of Seller's offer is limited to the express terms in the Order or in these Terms. In the event of an inconsistency or conflict between these Terms and an agreed upon Purchase Order, the agreed upon Purchase Order shall prevail.

2. **采购商品或服务:** (i) 当贵方向莱德尔出售产品或服务时, 应视为贵方已经同意莱德尔采购商品和服务所应用的本采购条款和条件; (ii) 贵方发送给我方的任何文件都不会构成对本协议的修改(例如, 包含与本采购条款和条件内容不一致的条款和条件的报价单、订单确认函或发票)。(iii) 卖方(a)全部或部分履行或(b)确认我方的订单, 即表明已接受本采购条款和条件; (iv) 卖方报价单、接受函、确认函、发票或其它文件中包含的任何增项、变动或冲突条款或条件将被拒绝。如果某订单遵循了卖方在先提供的报价, 该订单不构成对卖方报价的接受, 并且对卖方报价的接受也仅限于报价或本采购条款和条件中记载的条款内容。如果本采购条款和条件与另行约定的采购订单内容不一致或有冲突, 则应以另行约定的采购订单为准。

3. **SUPPLEMENTARY INFORMATION:** Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to in the Order shall be deemed to be incorporated herein by reference as if fully set forth. In case of any discrepancies or questions, the Seller shall refer to Lydall for decision or instructions or for interpretation.

3. **补充信息:** 订单中提及的任何规格、图纸、说明、指示、工程通知或技术数据应全部并入本条款。如有任何差异或疑问, 卖方应提请莱德尔作出决定、指示或解释。

4. **CHANGES:** (a) *by Lydall:* Lydall reserves the right to make changes at any time in (i) work to be performed or materials to be furnished; (ii) drawings, designs or specifications; (iii) methods of shipment and packing; and (d) time and place of delivery/performance, including temporary **suspension** of shipments/performance. If any such change causes an increase or decrease in the cost of, or time required for, performance of our Order, an equitable adjustment shall be made in the contract price or delivery/performance schedule, or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted by Seller in writing and received by Lydall within five (5) business days after the Seller's receipt of the written Order from Lydall affecting the change. Price increases or extensions of time for delivery/performance shall not be binding on Lydall unless evidenced by a Purchase Order change notice issued by Lydall. (b) *by Seller:* Lydall may incorporate your product into Lydall products that are sold for use in food contact applications or other applications where customers require no changes to specifications. You must therefore provide Lydall with a written notification of any proposed change to your product's formulation or specifications or the place of manufacture or shipment at least ninety (90) days prior to any such change. Immediate notification to Lydall is required should any problem with meeting specifications develop.

4. **变更:** (a) **莱德尔变更:** 莱德尔有权随时对以下内容进行更改: (i) 尚未履行的工作或尚未提供的材料; (ii) 图纸、设计或规格; (iii) 装运和包装方式; 以及 (d) 交货/履约的时间和地点, 包括暂停交货/履约。如果任何此类变更导致订单履行成本或所需时间增加或减少, 则应在合同价格和/或交付/履行日程表中进行公平调整。如对变更有异议, 卖方应在收到莱德尔作出变更的书面订单后五(5)个工作日内根据本条款向莱德尔书面提出, 未按此提出异议的, 应视为卖方无异议。除非莱德尔签发采购订单更改通知书以证明, 否则任何价格上涨或交货/履约时间延长都不得约束莱德尔。(b) **卖方变更:** 如果客户不需要更改规格, 莱德尔可将贵方的产品纳入莱德尔的销售产品目录中, 用于食品接触申请或其他申请。因此, 贵方必须在发生任何此类更改之前至少九十(90)天向莱德尔提供书面通知, 告知贵方对产品的配方或规格、生产地或出货地的任何更改建议。如果无法满足货物的规范要求, 则需要立即通知莱德尔。

5. **PACKAGING AND SHIPPING DOCUMENTS:** Unless otherwise specified, shipment shall be without charge for boxing, crating or storage, and shall be suitably packaged to assure against damage from weather and/or transportation. Transfer of title to Buyer shall not constitute acceptance. Lydall's Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, packing lists itemizing each good and shipping order. Delays in receiving invoices, errors or omissions on invoices, or lack of supporting documentation required by the terms of Lydall's Order shall be cause for withholding payment without losing discount privileges. Lydall may deduct from Seller's invoice any charges which result from Seller's failure to provide required documentation.

5. **包装和运输文件:** 除非另有规定, 运输过程中的打包、装箱或储存应免费提供, 且货物应妥善包装以确保不会因天气和/或运输而造成损坏。所有权转让给买方所有并不构成买方对货物的接受。莱德尔的订单号和标签必须在所有发票、包装提单、装箱单上明确标注, 并逐条列明每个货物和运输订单。发票延迟提供、发票信息错误或遗漏、或者莱德尔的订单

LYDALL'S TERMS AND CONDITIONS OF PURCHASE

莱德尔采购条款和条件

条款中要求的配套文件提供不足，将导致款项暂扣（不影响折扣待遇）。因卖方未能提供所需文件造成损失的，莱德尔有权从卖方的应付款项中扣除。

- 6. SHIPPING, DELIVERIES:** Unless otherwise stated on the Purchase Order or agreed in writing, deliveries are made D.D.P. (Incoterms 2010) site of Buyer. Title and risk of loss shall pass to Buyer upon receipt of goods at Buyer's facility or third party drop shipment location. Buyer's production schedules are based on Seller's commitment to deliver the goods or services purchased by the date specified on the face of our Order. Time is of the essence for the Order. Seller will promptly notify Lydall in writing of any and all events which could affect the ability of Seller to make deliveries or provide services as specified. If deliveries or services are not made or provided at the time agreed upon, Lydall reserves the right to cancel the Order. In such event, Lydall may purchase elsewhere and hold Seller liable for damages. Delivery of any goods prior to the delivery schedule or delivery of goods in excess of the specified quantity, without Lydall's prior written approval, shall be solely at Seller's risk and Lydall shall have no obligation to pay for the goods until the date specified for delivery in the case of early delivery. If Lydall specifies routing, Seller's account will be charged for any losses resulting from deviation from Lydall's routing instructions.
- 6. 运输, 交货:** 除非采购订单或书面约定另有记载, 货物应按 DDP 条款 (Incoterms 2010) 完税后交付至买方场地。货物在买方工厂或第三方装运地点送交买方时, 货物所有权和损失风险转移至买方。卖方按照我方订单首页指定的日期作出的交付货物或服务承诺, 是买方制定生产计划的依据。交货时间对订单而言至关重要。如果出现任何可能影响卖方交付货物或服务提供指定服务能力的事件, 卖方应立即以书面形式通知莱德尔。如果货物交付或服务提供未在约定时间内完成, 莱德尔有权取消订单。在此情况下, 莱德尔有权向第三方采购, 且卖方应承担赔偿责任。未经莱德尔事先书面批准, 卖方在交付时间之前交付任何货物或交付数量超过规定数量的, 应由卖方独自承担相关风险, 并且莱德尔有权仍按原交货时间对应的付款时间支付货款, 而无需就提前交货进行提前付款。如莱德尔已指定运输线路, 卖方未按此运输线路却进行绕行的, 因绕行导致的任何损失应从卖方的应付款项中直接扣取。
- 7. INSPECTION AND REJECTION OF GOODS:** Payment for the goods or services provided hereunder shall not constitute acceptance. Lydall shall have the right to inspect such goods or services and to reject any or all of the goods or services which are defective, in Lydall's judgment. Final inspection shall be on Lydall's premises and made within 180 days after receipt of the goods or the performance of the services requested unless otherwise agreed in writing. Goods rejected may be returned to Seller at its expense, in addition to Lydall's other rights. Lydall may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. In the event Lydall receives goods whose defect or nonconformity is not apparent on examination, Lydall reserves the right to require replacement as well as payment of damages. Any goods rejected by Lydall shall be held, reshipped or otherwise disposed of solely at Seller's risk and expense.
- 7. 检验和拒收:** 对本协议项下货物或服务的付款不构成对货物的接收。莱德尔有权对此类货物或服务进行检验, 并拒绝接收其认为有缺陷的任何或全部商品或服务。除非另有书面约定, 最终检验应在莱德尔的场地并货物送达或指定服务履行完毕后的 180 天内进行。除其他权利外, 莱德尔有权将拒收的货物退还给卖方, 退还费用由卖方承担。开箱、检查、重新包装和重新运送货物而产生的所有费用都由卖方向莱德尔承担。如果莱德尔在检查时未发现缺陷, 在确认货物缺陷或不合格时, 莱德尔仍有权要求卖方更换及赔偿。莱德尔拒收的任何货物发生的保存、退运或处置风险及费用均由卖方承担。
- 8. PAYMENT:** If no payment date is specified, payment shall be net, cash sixty (60) days after complete delivery of the goods to Lydall and/or the performance of the services requested.
- 8. 付款:** 如果没有指定付款日期, 应在货物完整交付给莱德尔和/或指定服务履行完毕后六十 (60) 天内现金付款。
- 9. RIGHT OF SETOFF:** All claims for moneys due or to become due from Lydall shall be subject to deduction by Lydall for any setoff or counterclaim arising out of this or any other order or contract between Seller and Lydall, its subsidiaries, or affiliates, whether such setoff or counterclaim arose before or after any permitted assignment or delegation by Seller.
- 9. 抵销权:** 如基于卖方与莱德尔、其子公司或关联公司之间的任何订单或合同而产生任何款项扣除或索赔的, 莱德尔均有权从对卖方的任何到期或即将到期的款项中扣除, 无论此类款项扣除或索赔是发生在卖方允许转让或转委托之前还是之后。
- 10. PRICES:** Unless otherwise specified, the prices set forth in the Order include all applicable federal, state and local taxes (including VAT, as applicable) and all shipping costs, duties and other charges. If a price is specified in the Order, no increase in price may be charged by Seller to Lydall without the prior written consent of Lydall. If no price is specified in the Order, the goods or services shall be billed at the price last quoted to Lydall or the prevailing market price, whichever is lower. In the event that the prices in effect at the date of acceptance of the Order on items specified in the Order are reduced prior to the date of the final delivery or completion of performance, or in the event that Seller shall quote lower prices to other purchasers for the same or comparable goods/services and in similar or lesser quantities before the final delivery or completion of the Order, Seller agrees to reduce the prices on the whole of this contract to the lower price, including credits for overpayments already made by Lydall. If discounts are offered by Seller for payment of the contract price within a specified time period, such period shall not begin to run until the latter of (i) the receipt by Lydall of Seller's invoice or (ii) delivery of the goods and performance of the services requested; provided, however, such period shall not begin to run with respect to goods delivered early until the date specified for delivery.
- 10. 价格:** 除非另有规定, 订单中规定的价格包括所有适用的联邦、州和地方税 (包括适用的增值税) 以及所有运输费用、关税和其他费用。如果订单中指定了价格, 未经莱德尔事先书面同意, 卖方不得涨价。如果订单中没有指定价格, 则货物或服务应根据卖方最后向莱德尔做出的报价或根据现行市场价格 (以较低者为准) 进行结算。如果订单中记载的在订单接受之日的生效货物价格在最后交付货物或履约完成之前降低的, 或者在订单最终交付或履约完成之前, 对于相同或类似的货物/服务, 卖方对相同或较少的货物/服务数量向其他买方报出较低价格的, 则卖方同意将整个合同的价格降至较低的价格, 包括偿还莱德尔已支付的超额款项。如果卖方规定在指定时间内支付合同价格将享受折扣价, 则在以下日

LYDALL'S TERMS AND CONDITIONS OF PURCHASE

莱德尔采购条款和条件

期到来之前，该期限不得开始计算，（i）莱德尔收到卖方的发票；或者（ii）交付货物和履行所要求的服务，但如果出现提前交货的情况，该期限在约定的交货日期到达之前不得开始运行。

11. ASSURANCE OF PERFORMANCE: If Lydall has reasonable grounds for insecurity as to Seller's continued performance, Lydall may demand adequate assurance of performance from Seller. Failure to provide such assurance within a reasonable period will be deemed a breach of these Terms.

11. 履约保证: 如果莱德尔有合理理由质疑卖方的持续履行能力，莱德尔有权要求卖方对履约做出充分担保。未能在合理期限内提供此类保证将被视为违反本采购条款和条件。

12. AUDIT: Seller (which, for the purposes of this Section, includes Seller's suppliers) shall at any time, and after reasonable notice by Lydall, (i) grant to Lydall, Lydall's customers and/or to any competent regulatory authority, unrestricted access to (or if requested by Lydall, provide to Lydall copies of) Seller's books and records (including, without limitation, agreements and technical inspection and quality records, but excluding financial books and records) related to the goods or services provided, wherever such books and records may be located (including third-party repositories), and (ii) provide Lydall, Lydall's customers and/or any such authority the right to access, and to perform inspection, test, audit or investigation at Seller's premises, including manufacturing and test locations for the purpose of enabling Lydall to verify compliance with the requirements set forth in the Order in connection with the design, development, certification, manufacture, sale, use and/or support of the goods.

12. 审计: 卖方（在本条中，包括卖方的供应商）应随时或经莱德尔合理通知后，（i）授予莱德尔、莱德尔的客户和/或任何有权主管机构，不受限制地查看（或根据莱德尔的要求，向莱德尔提供副本）卖方与所提供的商品或服务相关的账簿和记录（包括但不限于协议、技术检查和质量记录，财务账簿和记录除外），无论此类账簿和记录保存于何处（包括第三方仓库），以及（ii）允许莱德尔、莱德尔的客户和/或任何此类权威机构进入卖方的场所，并在卖方场所进行检查、测试、审计或调查，这里的卖方场所应包括制造和测试地点，以使莱德尔能够验证货物或服务是否符合订单中记载的与设计、开发、认证、制造、销售、使用和/或支持有关的要求。

13. WARRANTIES: Seller warrants that all goods delivered and services provided hereunder (i) shall be free from defects in workmanship, material and manufacture for a period of the longer of its standard warranty or one (1) year from the date of delivery; (ii) shall comply with the requirements of the Order, including any drawings or specifications which are incorporated herein or samples furnished by Seller; and, (iii) if of Seller's design, shall be free from defects in design. Seller further warrants that it has good and marketable title to all items purchased hereunder and that such items shall be of merchantable quality and shall be fit for the purposes intended, whether express or implied. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Lydall, and shall run to Lydall, its successors, assigns, customers and any third parties injured in person or property by reason of any breach.

13. 保证: 卖方保证，交付的所有货物和所提供的服务（i）在工艺、材料、制造上不存在缺陷，标准保证期限为交货之日起一（1）年；（ii）应符合订单、合并于此的图纸或规格、及卖方提供样品的要求；以及（iii）如由卖方进行设计，在设计上也不得存在缺陷。卖方进一步保证，它对所有购买的物品都拥有良好和可销售的所有权，并且这些物品具有商业价值，并且适合于预期的明示及默示目的。在莱德尔交付、检验、接受或付款之后，上述保证仍然有效，并且如果由于任何违反保证的行为而造成莱德尔、其继承人、受让人、客户以及任何第三人发生人身伤害或财产受损的，卖方仍应按此类保证向这些主体承担责任。

14. INDEMNIFICATION: Seller will defend, indemnify and hold Lydall harmless from and against any and all suits, judgments, awards, losses, claims, costs and expenses (including counsel fees and increased Workers' Compensation premiums) and damages (including incidental and consequential damages) which Lydall may sustain or become liable for in whole or in part by reason of, relating to, arising out of the performance hereunder, act or omission of Seller or any goods or services, whether resulting from injuries to persons (including to Seller's employees) or property, and whether said liability is premised on contract, tort (including, without limitation, strict liability) or otherwise.

14. 赔偿: 如果莱德尔将承担责任，且这些责任是全部或部分起因于、与之相关或产生于卖方履约或作为或不作为或卖方提供的货物或服务，则卖方应使莱德尔免于承受任何诉讼、判决、裁决、损失、索赔、成本和费用（包括律师费和增加的职工赔偿费）和损害赔偿（包括附带和后果性损害赔偿），无论这些后果是因造成人员（包括卖方的雇员）伤害或财产损失而产生，也无论这些责任是以合同、侵权（包括但不限于严格责任）还是其它诉讼基础为前提。

(a) **INDEMNIFICATION FOR WORK AT LYDALL'S PREMISES:** In the event the Order covers construction work, the installation of machinery or equipment or the performance of services at the premises of Lydall, Seller shall defend and save Lydall harmless against all claims of employees and agents of Seller for compensation payable under the Workers' Compensation Act of each state in which the work or services covered by the Order is performed. Seller shall also defend, indemnify, and save Lydall harmless from, for and against any and all liability, loss, outlay and expense resulting from any accident or act of omission or commission of any employee or agent of Seller while engaged in the performance of the work or services covered by the Order.

(a) **在莱德尔场所工作的赔偿:** 如果订单涉及需要在莱德尔场所进行的建设工程、机器或设备安装、或服务履行，卖方应确保莱德尔免于遭受卖方雇员和代理人根据订单工作或或服务地国家的《职工赔偿法》提出的索赔。如果任何雇员或代理人在履行订单规定的工作或服务时，因任何意外或不当行为或职务行为而产生的任何以及所有责任、损失、成本和费用，卖方还应保护、赔偿并使莱德尔免于承受任何责任。

(b) **INDEMNIFICATION FOR INTELLECTUAL PROPERTY:** Seller agrees to defend, indemnify and save Lydall harmless from and against any and all claims for infringement of any patent, trademark, copyright or industrial design covering any articles purchased hereunder or their use. Lydall may actively participate through its own counsel in any suit or proceeding relevant to such

LYDALL'S TERMS AND CONDITIONS OF PURCHASE 莱德尔采购条款和条件

claim if it so desires. Seller agrees to indemnify Lydall for all losses of whatever nature incurred as a consequence of injunctions against the sale, use or resale of any articles purchased under the Order. Any such claim of infringement, whether asserted against Lydall or Seller and regardless of its validity, shall constitute cause for termination of the Order if Lydall so elects, and damages to Lydall after such termination, in addition to the indemnities granted herein, shall be calculated in the same manner as damages for non-delivery.

(b) 知识产权的赔偿: 卖方同意保护、赔偿并使莱德尔免于因采购或使用本协议项下任何货物而遭受的任何和所有关于专利、商标、版权或工业设计的侵权索赔。如果莱德尔有意愿, 莱德尔有权通过自己的律师积极参与任何与此类索赔有关的诉讼。卖方同意向莱德尔赔偿因销售、使用或转售根据订单购买的任何物品而产生的任何形式的损失。任何此类侵权索赔, 无论是针对莱德尔还是卖方提出, 无论其有效性如何, 均可构成莱德尔解除订单的原因, 且莱德尔有权按此选择解除。莱德尔按此解除订单后, 除本协议规定的卖方赔偿责任之外, 莱德尔还有权视同卖方未交付订单标的情形来计算解除订单给莱德尔造成的损害赔偿。

15. INSURANCE: Without limiting Seller's duty to hold harmless and indemnify hereunder, Seller agrees to secure and carry as a minimum the following insurance with respect to all work to be performed under the Order for the duration of the Order: (i) Workers' Compensation Insurance, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of \$1,000,000 for any one occurrence; (ii) Commercial General Liability Insurance including Premises Liability and contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of \$1,000,000 for any one occurrence; (iii) if Seller's vehicles are used on Buyer's premises and/or used to accomplish work under the Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a combined single limit of \$1,000,000 for any one occurrence; (iv) if Seller or its permitted subcontractors have Buyer's materials or equipment in its care, custody or control, Seller shall have and maintain All-Risk Property Insurance in an amount sufficient to meet or exceed the value of such material; and (v) if Seller is performing professional services on behalf of Buyer, Seller shall maintain Professional Liability Insurance with a limit of no less than \$5,000,000.

15. 保险: 卖方同意在订单期间至少购买以下保险 (但不得视为按此限制卖方对莱德尔承担的赔偿责任): (i) 职工赔偿保险, 责任限额应符合职工提供全部或部分劳动所在地的美国、外国、州或其他政府部门的法律规定, 雇主责任保险金额最低为单次事故获赔 1,000,000 美元; (ii) 商业综合责任保险, 包括房屋责任险和合同责任险, 其中财产损失和人身伤害责任限额 (包括意外死亡) 的赔偿责任限额至少为单次事故获赔 1,000,000 美元; (iii) 汽车责任保险, 如果卖方的车辆在购买方场地使用和/或用于完成订单工作或代表买方完成其他工作, 则包括财产损失和人身伤害 (包括意外死亡) 的单次事故综合责任限制应为 1,000,000 美元; (iv) 如果卖方或其允许的分包商在其照管、保管或控制中持有买方的材料或设备的, 卖方应购买并持续保有财产一切险, 责任限额应达到或超过此类材料或设备的价值; (v) 如卖方代表买方提供专业服务, 卖方应持续保有专业责任险, 限额不低于 5,000,000 美元。

For contracts under China law: Seller shall have insurance in the minimum amount according to the applicable national, state, provincial and local laws, statutes, rules, regulations, orders, and ordinances.

对于中国法律规定的合同: 卖方应购买适用的国家、州、省、地方的法律、法规、规章、指令和条例规定的最低限度的保险。

16. NONDISCLOSURE AND LYDALL'S PROPERTY: All drawings, specifications, patterns, information or data furnished by Lydall or developed by Seller in connection with the Order shall be Lydall's exclusive property, shall be used by Seller only for Lydall's work, shall be kept confidential, and shall be returned promptly at Lydall's request. In the event the Order covers items, the development or design of which is the concept of or is paid for by Lydall, all patent rights incident to such items shall automatically become the exclusive property of Lydall, and Seller shall cooperate with Lydall in obtaining all pertinent patents for Lydall, and Seller shall also do all things necessary to perfect title to such patents in Lydall. Seller shall not use Lydall's trademarks or trade names, disclose the fact that Lydall is a customer or disclose any confidential information of Lydall, including but not limited to drawings, specifications, information, designs, ideas or data, to third persons except with the written consent of Lydall and only to the extent that such disclosure is necessary for the proper performance of Seller's obligations hereunder, and then only after such third party has expressly agreed in writing to keep such property confidential. All dies, molds, jigs, fixtures, tools, and other equipment furnished to Seller by Lydall or made by Seller for performance of the Order, and any replacements thereof, shall be the property of Lydall. Such property shall be adequately identified as Lydall's property and shall be safely stored separate and apart from Seller's property. Seller shall not use such property except in filling Lydall's orders. All risk of loss or damage to such property furnished by Lydall, other than for ordinary wear and tear (except that in the case of tooling, Seller will be responsible for wear and tear also), shall be upon Seller until the same has been redelivered to Lydall, and Seller shall maintain insurance at least equal to the replacement value of same. The obligations of this clause shall survive the cancellation, termination, or completion of the Order.

16. 不披露且莱德尔拥有所有权: 莱德尔提供的、或由卖方因履行订单而研发的, 所有图纸、规格、模式、信息或数据, 均为莱德尔的专有财产, 卖方仅可出于为莱德尔工作之目的而使用, 并应对此予以保密, 且如果莱德尔提出要求, 卖方应立即予以退还。如果订单涵盖的物品是根据莱德尔的概念开发或设计或莱德尔已为此承担费用, 则此类物品的所有专利权将自动成为莱德尔的专有财产, 并且卖方应协助莱德尔获得所有相关专利, 以及卖方还应采取必要努力以完善莱德尔

LYDALL'S TERMS AND CONDITIONS OF PURCHASE 莱德尔采购条款和条件

对这些专利的所有权。除非已获得莱德尔书面同意，卖方不得使用莱德尔的商标或商品名称，或向第三者披露莱德尔是其客户或泄露莱德尔的任何秘密信息，包括但不限于图纸、规格、信息、设计、想法或数据，且即便已获得莱德尔书面允许，卖方应在为履行莱德尔订单义务所必须的情况下才能进行此类披露，并且接受披露的第三方应事先明确书面同意对此类财产予以保密。莱德尔向卖方提供的、或卖方为履行订单而制作的，所有模具、夹具、工具和其他设备以及这些设备的替换备用件，均为莱德尔的财产。此类财产应被充分定义及标注为莱德尔的财产，并应与卖方的财产分开妥善存放。除为履行莱德尔订单之外，卖方不得使用此类财产。除了正常磨损以外（这里的正常磨损仅指利用这些设备进行订单生产过程中产生的磨损。其它情况下的磨损不属正常磨损，卖方仍应承担），莱德尔提供的所有这些财产的所有损失或损坏的风险均由卖方承担，直到返还莱德尔为止，且卖方应至少按重置价格对这些财产购买保险。本条款记载的义务在订单解除、终止或履行完毕后仍然有效。

17. CODE OF ETHICS: Seller shall have in place and comply with a policy statement or code of conduct regarding business ethics ("Code"). This Code will be suitable for Seller's business and at a minimum will require compliance with all applicable laws and regulations. The Code shall assure a safe and healthy work environment, prohibit the use of human trafficking or child or forced labor, provide for the protection of the environment and minimization of waste, emissions, energy consumption and the use of materials of concern, prohibit engagement in corrupt practices (e.g., facilitating, soliciting, offering or paying any bribe), respect the legitimate proprietary rights and intellectual property rights of Lydall and others, and prohibit discrimination. This provision creates no additional duties for Buyer with respect to Seller and confers no rights on third parties. If Seller does not have such a policy or code, Seller agrees to comply with Lydall's Supplier Code of Conduct, which can be found on www.lydall.com under [Other Documents](#) section.

17. 道德准则: 卖方应制定并遵守有关商业道德（以下简称为“准则”）的政策声明或行为准则。此准则应适用于卖方的业务，且至少要符合所有适用的法律法规。准则应确保安全健康的工作环境，禁止使用人口贩运或童工或强迫他人劳动，规定有保护环境及尽量减少浪费、排放、能源消耗和使用问题材料，禁止参与腐败行为（如促进、招揽、提供或支付贿赂），尊重莱德尔和他人的合法财产所有权和知识产权，并禁止歧视。本条款不会对卖方造成额外的责任，也不对第三方赋予任何权利。如果卖方没有此类政策或准则，卖方同意遵守莱德尔的供应商行为准则，可以在 www.lydall.com 的其他文件部分找到。

18. COMPLIANCE WITH STATUTES AND REGULATIONS: Seller warrants and certifies that, in the performance of the Order, it will comply with all applicable national, state, provincial and local laws, statutes, rules, regulations, orders, and ordinances applicable to the manufacture, shipment and supply of goods for the use intended by Lydall, including but not limited to: (a) all import and export laws, anti-bribery statutes, including the U.S. Foreign Corrupt Practices Act; (b) all Equal Employment Opportunity statutes and orders, now in effect or later enacted, of the U.S. and of any state or political subdivision of any state or country, including but not limited to statutes, rules, regulations, and orders pertaining to labor, wages, hours and other conditions of employment, wage and price ceilings, if applicable, and the U.S. Fair Labor Standards Act, as amended. In addition, Seller shall not offer gifts of any nature, including holiday gifts or entertainment, above a nominal value to any employee of Buyer or to any party in performance of the Order.

18. 遵守法律法规: 卖方保证并证明，在履行订单时，其将遵守适用于为莱德尔使用目的所制造、运输并供应货物所适用的所有国家、州、省和地方法律、法规、规则、命令和条例，包括但不限于：（a）所有进出口法律、反贿赂法规，包括美国的《反海外腐败法》；（b）美国以及任何国家的任何国家或政治部门当前有效或以后颁布的所有平等就业机会法规和命令，包括但不限于与劳动、工资、工时和其他就业条件、工资和价格上限（如适用）有关的法规、规则、条例和命令，以及经修订的《美国公平劳动标准法案》。此外，卖方不得向买方的任何雇员或履行订单的任何一方提供高于指定价值的任何形式的礼物，包括节日礼物或娱乐活动。

19. NO CONFLICT MATERIALS: Seller recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant risks associated with sourcing Cassiterite (and its derivative tin), Columbite-tantalite (or 'coltan' and its derivative tantalum), Wolframite (and its derivative tungsten) and Gold (collectively, the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries. Supplier also recognizes that the goods supplied in accordance with the Order are not required to contain any Conflict Mineral for purposes of functionality or production. Accordingly, Seller represents and warrants that the goods supplied in accordance with the Order and any substances contained therein do not contain any Conflict Minerals. Seller shall take all measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time. Seller shall bear all costs, charges and expenses related to compliance with the conflict minerals regulations. Seller also agrees to provide a CFSI Conflict Minerals Reporting Template form upon request of Lydall.

19. 无冲突材料: 卖方承认，其始终遵守《多德-弗兰克华尔街改革与消费者保护法》（以下简称为“法案”）中与“冲突矿产”条款（第 1502 节）相关的公共政策，其中与采购锡石（及衍生锡）、哥伦比亚-钽铁矿（或“钽铁”及衍生钽）、钨（及其衍生钨）和金（以下统称为“冲突矿物”）相关的重大风险来自刚果民主共和国及其毗邻国家。供应商还认识到，根据订单提供的货物不需要为了功能或生产目的而含有任何冲突矿物。因此，卖方声明并保证，根据订单提供的货物及其中所含的任何物质不含任何冲突矿物。卖方应采取一切必要措施来遵守该法案以及各项对该法案进行与时俱进的修改所产生的实施细则。卖方应承担与遵守冲突矿产法规有关的一切成本、费用和开支。卖方还同意根据莱德尔的要求提供 CFSI 冲突矿物报告。

LYDALL'S TERMS AND CONDITIONS OF PURCHASE

莱德尔采购条款和条件

- 20. TOXIC, HAZARDOUS OR CARCINOGENIC SUBSTANCES; REACH; RoHS:** Seller represents and warrants that (a) the goods supplied in accordance with the Order and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with, any laws or regulations of any country or jurisdiction in the world, including but not limited to the United States, the European Union (“EU”), and nations adopting legislation similar to that of the EU; (b) nothing prevents the sale or transport of the goods or substances contained therein in any country or jurisdiction in the world; (c) all such goods and substances are appropriately labeled, if labeling is required, and have been pre-registered and/or registered and/or authorized under the EU Registration, Evaluation, Authorization and Restriction of Chemicals regulation (“REACH”) if pre-registration, registration and/or authorization is required; and
- (d) in accordance with the restrictions set forth in the Recycling of Hazardous Substance (“RoHS”) directives, the goods and any substances contained therein do not include hazardous substances banned under RoHS, such as lead, mercury, cadmium, and hexavalent chromium and flame retardants such as polybrominated biphenyls or polybrominated diphenyl ethers. In addition to complying with REACH and RoHS, Seller shall timely provide Buyer with all relevant information on the goods necessary for the Buyer and/or any downstream user (as defined in Article 3(13) of REACH) to timely and accurately fulfill their obligations under REACH and RoHS, including a list of ingredients and quantities. Seller shall take all other measures as are necessary to comply with REACH and RoHS and their respective implementing regulations, as they may be amended over time. Seller shall bear all costs, charges and expenses related to REACH and RoHS, including the pre-registration, registration, evaluation and authorization under the REACH regulation of the chemical substances that are the subject of the Order.
- 20.有毒、有害或致癌物质; REACH; RoHS 指令:** 卖方声明并保证: (a) 根据订单提供的货物及其中含有的任何物质不被任何国家或地区的法律或法规所禁止, 并且符合世界上任何国家或地区的法律和法规, 包括但不限于美国、欧盟(以下简称为“EU”)及采用类似欧盟法律的国家; (b) 在世界上任何国家或地区内销售或运输订单中的货物或物质均不被禁止; (c) 如果规定需要进行标注, 则所有货物和物品都已被适当地标注, 且如果根据《欧盟化学品注册、评估、授权和限制条例》(以下简称为“REACH”)需要进行预先注册和/或注册和/或授权, 则所有货物已经进行了预先注册和/或注册和/或授权; 以及和 (d) 根据《电气、电子设备中限制使用某些有害物质指令》(以下简称为“RoHS”)所规定的限制, 货物及其中所含的任何物质不含有 RoHS 禁止的有害物质, 如铅、汞、镉和六价铬和阻燃剂, 如多溴联苯或多溴二苯醚。除遵守 REACH 和 RoHS 之外, 卖方应及时向买方提供买方和/或下游用户所需物品的所有相关信息(定义见 REACH 第 3 (13) 条), 包括成分和数量清单, 以使买方和/或下游用户能及时、准确地履行其在 REACH 和 RoHS 项下的义务。卖方应采取必要的一切其他措施, 以符合 REACH 和 RoHS 及其各自与时俱进修订而产生的实施细则。卖方应承担与 REACH 和 RoHS 相关的所有成本、费用和开支, 包括根据 REACH 法规对作为本协议或订单标的化学物质进行预注册、注册、评估和授权。
- 21. FORCE MAJEURE:** Neither Party shall be responsible for failure to perform if such failure is unforeseeable, unavoidable or due to matters outside of its control, including, but not limited to acts of God, federal, state, or local action, statute, ordinance or regulation, or other incidents outside its control which makes performance impossible or impractical; provided that the affected Party gives prompt, written notice of the force majeure. If performance by either Party is delayed three (3) or more months due to a force majeure event, either Party shall have the right by written notice to the other to cancel the Order and, in such event, neither Party shall be liable to the other for any losses or damages arising out of such cancellation.
- 21.不可抗力:** 如果因不可预见的、不可避免的或超出控制之外的事项导致任何一方无法履约, 包括但不限于天灾、联邦、州或地方政府行为、法令、规章、条例或超出控制范围的其它事件, 任何一方均不負有任何责任, 但受影响的一方应及时提供不可抗力书面通知。如果任何一方由于不可抗力事件延迟履约三 (3) 个月以上, 任何一方有权书面通知对方解除订单, 且任何一方均不对另一方承担由于订单解除而造成的任何损失或损害。
- 22. TERMINATION:** Lydall may, at any time, terminate the Order in whole or in part by written notice. If the Order is terminated for Lydall's convenience and Seller is in full compliance with the conditions of the Order, any claim by Seller shall be settled on the basis of reasonable actual costs it has incurred in the performance hereof prior to the receipt of the notice. If, however, Seller (i) has breached any condition of the Order, whether said breach affects the entire Order or one or more installments, (ii) is insolvent by any test, (iii) is the subject of any proceeding voluntary or involuntary, in bankruptcy, or (iv) appoints or suffers the appointment of a trustee, receiver or assignee for the benefit of creditors, Seller shall not be entitled to any costs, and Lydall shall be entitled to claim against Seller all remedies provided at law or equity. **IN NO EVENT WILL LYDALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THE ORDER, AND WHETHER OR NOT LYDALL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 22.解除:** 莱德尔可随时通过书面通知解除全部或部分订单。如果莱德尔任意解除订单且卖方完全符合订单的条件, 则卖方的任何索赔应根据其收到解除通知之前在履约过程中产生的合理的实际成本进行结算。但是, 如果卖方 (i) 违反了订单的任何条件, 则不管违约行为是否涉及整个订单、一次或多次分期付款, (ii) 无力偿债, (iii) 自愿或非自愿进入破产程序; 或者 (iv) 出于债权人利益, 任命或被任命受托人、接收人或受让人, 则卖方无权获得任何赔偿, 而莱德尔有权要求卖方提供所有普通法或衡平法规定的补救措施。在任何情况下, 莱德尔均不对特殊性、偶发性、间接性、惩罚性或后果性的损害 (包括但不限于利润或业务损失) 承担责任, 无论是根据违约、侵权、产品责任或以其它因订单履行而引起或与订单履行相关的诉讼基础而提出, 也无论莱德尔是否已经被告知这种损害的可能性。
- 23. ADDITIONAL TERMS AND CONDITIONS**

LYDALL'S TERMS AND CONDITIONS OF PURCHASE
莱德尔采购条款和条件

23.附加条款和条件

- (a) **Cumulative Rights and Remedies:** The rights and remedies herein provided shall be cumulative, and in addition to any other rights and remedies, provided at law or equity.
- (a) **累积的权利和补救:** 除普通法和衡平法规定的任何其他权利和补救方式以外, 本协议中规定的权利和补救措施是可以累积使用的。
- (b) **Sole Agreement:** These Terms supersede and cancel any previous understanding or agreement, written or implied, between the Parties relating to the goods and/or services covered. It expresses the complete and final understanding of the Parties in respect thereto, and may not be changed except in writing signed by authorized representatives of both Parties. If any term is found to be invalid or unenforceable under any law or regulation, that term will be deemed reformed or deleted, as the case may be, to the extent necessary to comply with the law or regulation, and the remaining provisions will remain in full force and effect.
- (b) **全部协议:** 本采购条款和条件取代并解除双方就所涉及的货物和/或服务签署的任何书面或默示的备忘录或协议。本采购条款和条件表达了双方对所述事宜的全部和最终意思表示, 除双方授权代表通过书面形式签署外, 不得更改。如果根据任何法律或法规发现任何条款无效或不可执行, 该条款将被视为根据相关法律法规在必要的程度上进行修订或删除(视情况而定), 其余条款仍将保持全部效力。
- (c) **Governing Law:** These Terms and the Order will be governed by the laws of the State of the Lydall operation buying the Product for Products purchased from Seller located within the U.S. and by the laws of the Country of the Lydall operation buying the Product from Seller located outside of the U.S., excluding principles of conflicts of laws. Any and all matters of dispute between the Parties to this Order, whether arising from the Order itself, these Terms, or from alleged extra-contractual dealings, interactions, or facts prior to or subsequent to the formation of the Order, including without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the Order, shall be governed by, construed, and enforced in accordance with the laws of the State if within the U.S. or country if outside the U.S. in which Lydall is domiciled. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or the Order. The English version of these Terms and the Order shall prevail over any translation.
- (c) **适用法律:** 如莱德尔向位于美国的卖方采购产品, 则本采购条款和条件及对应订单应由位于美国的具体采购地所属州的法律所管辖, 如向位于其它国家的**卖方**采购产品, 则由具体采购地所属国的法律所管辖, 法律冲突规则除外。这些条款和订单将受莱德尔从位于美国境内的卖方购买产品的业务所在州法律以及莱德尔从位于美国境外的卖方购买产品的业务所在国家的法律的管辖, 不包括法律冲突的原则。本订单各方之间的任何和所有争议事项, 无论是因订单还是因本采购条款或条件所产生的, 也无论是在订单形成之前或之后的所谓的在合同之外的交易、互动或事实中产生的, 包括但不限于欺诈、虚假陈述、疏忽或任何其他指称的侵权行为或违反订单的行为, 如果发生在美国, 应按照国家法律管辖、解释和强制执行, 如果发生在位于美国以外的莱德尔居住地国家, 应该按照莱德尔居住地国家的法律管辖、解释和强制执行。《联合国国际货物销售合同公约》不适用于本采购条款和条件及对应订单。本采购条款和条件应以英文版为准。
- (d) **Sole Agreement:** Unless otherwise agreed in writing, these Terms and the Order constitute the entire agreement between Lydall and Seller, and supersede any previous agreement, representation or warranty, whether express or implied, regarding the Products. The Parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained or interpreted by any evidence of trade usage or course of dealing. Seller acknowledges that no representations, understandings, conditions, or agreements have been made or relied upon other than those stated in this Agreement.
- (d) **全部协议:** 除非另有书面约定, 本条款和订单构成莱德尔与买方之间达成的全部协议, 并取代之前的任何与产品有关的明示或默示的协议、陈述或保证。双方还约定, 这种完整的、排他性的和完全一致的协议声明不得被贸易使用或交易过程中的任何证据进行补充或解释。卖方确认, 除本协议外, 其未作出或参照有任何其它声明、谅解、条件或约定。
- (e) **Independence:** Lydall and Seller are independent contracting Parties and nothing in these Terms or the Order makes either Party the agent or representative of the other for any purpose or grants any authority to assume or create obligations on behalf of the other Party.
- (e) **独立性:** 莱德尔和卖方均是独立的缔约主体, 本采购条款和条件或订单中的任何内容均不构成任何一方出于任何目的作为另一方的代理人或代表或授予代表另一方承担或产生任何义务。
- (f) **Assignment/Change of Control:** Seller shall not delegate any duties or assign any rights or claims under the Order, nor use any subcontractor without prior written consent of Lydall, and any such attempted delegation or assignment or subcontracting shall be void. In the event of a change in control in excess of 25% of the beneficial ownership of Seller, Lydall shall have the right to terminate the Order.
- (f) **转让/控制权变更:** 未经莱德尔事先书面同意, 卖方不得转让订单中的任何义务、权利或索赔, 也不得使用任何分包商, 任何此类未经授权的转让或转包均属无效。如果卖方控制权发生变更且变更超过卖方实益拥有权的 25%, 则莱德尔有权解除订单。
- (g) **Notice:** The Parties shall give all notices and communications between the parties in writing by either personal delivery or sent via facsimile or certified mail, postage prepaid and return receipt requested addressed, electronic mail or regular mail to

LYDALL'S TERMS AND CONDITIONS OF PURCHASE
莱德尔采购条款和条件

the party's address specified on the face of the Order, or to the address that a party has notified to be that party's address for the purposes of this section. All notices shall be in English and shall be effective upon receipt.

- (g) **通知：**所有的通知和交流应以书面形式发送，包括亲自送达、传真、认证邮件（预付邮资，并附回执）、电子邮件或普通邮件方式，通讯地址见订单首页或一方出于本节之目的向另一方另行书面告知的其他地址。所有通知均以英文书就，一旦接受，即产生效力。

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