

卖方（甲方）：
Seller (Party A):

||

||

开户行/Opening Bank: _____

帐号/Bank Account: _____

买方（乙方）：
Buyer (Party B):

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1. 合同范围及价格

Scope of Contract and Prices

经买卖双方友好协商，买卖双方同意基于本《销售合同》（“本合同”）和“WESTROCK 中国供应合同通用条款”（参照附件一，“通用条款”）由卖方向买方出售以下货物（和/或服务）。

Both Buyer and Seller have agreed through amicably negotiations that Seller shall sell the following goods (and/or services) to Buyer based on this Sales Contract (this “Contract”) and **WESTROCK China General Terms and Conditions for Supply Contracts** (attached as Annex I “General Terms and Conditions”).

序号 No.	内容/规格 Items/Specifications	单位 Unit	数量 Quantity	单价（元） Price (Yuan)	合计（元） Subtotal (Yuan)
				（人民币，含税） (Renminbi, tax inclusive)	（人民币，含税） (Renminbi, tax inclusive)



销售合同 Sales Contract

合同编号/Contract No.: ||

总价(大写)/Total (in words):								

2. 包装要求

Packing Requirements

_____。

3. 付款条件

Payment Terms

买方在签署本合同_____日内向卖方支付全部货款。卖方在收到货款后_____日内安排发货。

在买方收到采购货物后_____日内，卖方将增值税发票邮寄至买方指定地址。

Buyer shall make full payments of goods to Seller within _____ days from the execution of this Contract, and Seller shall arrange the delivery of goods within _____ days upon its receipt of the said payments. Seller shall mail the value-added invoices to the address designated by Buyer within _____ days after receiving of goods so purchased by Buyer.

4. 运输与交货

Transportation and Delivery

4.1 交货方式和地点

Methods and Place of Delivery

交货地点/Place of Delivery: _____。

交货方式: _____。卖方交货时需附上货物出厂证明文件及质量证明文件。如货物质量与证明文件不符，视为不合格货物，买方有权要求卖方退还货款或双方协商解决。

Methods of Delivery: _____。 Seller shall attach product certificate and quality certificate along with delivery of goods. In the event that the quality of goods is inconsistent

with the supporting documents, it shall be deemed as non-conforming goods. Buyer shall have the right to request Seller to refund the payments or resolve the issue through mutual negotiations.

4.2 运输要求

Transportation Requirements

如本合同涉及危险品运输且卖方负责运输，必须交由符合资质承运公司，车辆和人员运输至买方指定地点。

If this Contract involves the transport of any hazardous goods and Seller is responsible for the transport, it must be transported by an eligible carrier, vehicle(s) and personnel to a place designated by Buyer.

如本合同涉及危险品运输且买方负责到卖方指定地点提货，买方必须安排符合资质承运公司，车辆和人员至卖方指定地点提货。

If this Contract involves the transport of any hazardous goods and Buyer is responsible for taking the delivery of the goods at a place designated by Seller, Buyer must arrange an eligible carrier, vehicle(s) and personnel to take the delivery of the goods at the place designated by Seller.

4.3 买方提货要求

Buyer's Requirements of Taking Delivery

如买方负责到卖方指定地点提货，必须以书面方式提供车辆信息和人员信息。如买方派出提货的车辆信息和人员信息与提供给卖方的信息不符，卖方有权拒绝该（等）人员的提货要求，因此导致的逾期放货的后果（包括卖方由此造成的损失）应当全部由买方承担。

If Buyer is responsible for taking the delivery from a place designated by Seller, it must provide the vehicle and personnel information in writing. If any vehicle or personnel dispatched by Buyer is inconsistent with the information provided to Seller, Seller shall have the right to refuse the request of taking delivery by such personnel. Any consequences of late release thus caused (including losses thus caused to Seller) shall be fully borne by Buyer.

5. 不可抗力

Force Majeure

签约双方任何一方由于不可抗力事件的影响而不能执行本合同时，履行本合同的期限应予以延长，其延长的期限应相当于事件所影响的时间。不可抗力事件系指买卖双方在缔结本合同时所不能预见的，并且它的发生及其后果是无法避免和无法克服的事件，诸如战争、严重火灾、洪水、台风、地震、流行病及政府行为（包括但不限于封锁、限制运输、人员及商品流动等）等。受阻一方应在不可抗力事件发生后 24 小时内用电报、传真或电子邮件书面通知对方，并于事件发生后 3 日内将相关证明用特快专递或挂号信寄给对方审阅确认。双方应在不可抗力事件结束或其影响消除后继续履行其合同义务。

If either Party hereto is prevented from its performance of this Contract due to any Force Majeure events, the performance shall be extended for a time period within which such event lasts. The “Force Majeure Event” shall mean any event the occurrence of which is unforeseeable at the time of entry into this Contract between Buyer and Seller, or the occurrence and consequences of which are unavoidable and unpreventable, such as war, severe fire, flood, typhoon, earthquake, epidemic disease and act of government (including but not limited to lockdown, restrictions on transportation, flow of people and goods, among others). The Party so prevented shall give a written notice to the other Party by telegram, facsimile or e-mail within 24 hours upon the occurrence of such Force Majeure event, and serve the relevant proofing materials to the other Party by express courier or registered mail within three (3) days thereafter for its review and acknowledgement. The Parties shall continue to perform their respective contractual obligations after the end of the Force Majeure event or the elimination of impacts thereof.

一旦发生不可抗事件的影响持续 5 日以上，双方可通过友好协商在合理的时间内就本合同的履行达成进一步协议或修改。如果因不可抗力事件的发生致使卖方继续履行本合同会遭受实质经济损失或不可抗力事件持续九十（90）日以上，卖方有权提前终止本合同，且不应就此承担任何责任，但卖方应在作出终止本合同决定后及时书面通知买方。

The Parties may, through amicable negotiations, further enter into another agreement or modifications with respect to the performance of this Contract within a reasonable period once the influence of any such Force Majeure event lasts more than five (5) days. In the event of any substantial economic losses to Seller for its continuous performance arising from the occurrence of any Force Majeure event, or if such Force Majeure event lasts more than ninety (90) days, Seller shall have the right to early terminate this Contract without any liability in connection therewith, provided that Seller shall timely inform Buyer in writing after it makes a decision to terminate this Contract.

6. 反海外腐败法

The United States Foreign Corrupt Practices Act

买方不得参与任何贿赂、回扣、串标、价格限定或其他违反公平贸易的行为。买方（及其合伙人、雇员、代表和代理）应遵守美国《反海外腐败法》(FCPA) 以及与本合同项下货物、服务或买方权利义务相关的、在美国以外任何国家或地区应适用的所有反贿赂和反腐败法律（“反腐败法律”）。买方特此表示、确认和保证买方熟知美国《反海外腐败法》(FCPA) 的要求（详见附件二）。买方同意，所有代表美德维实伟克公司及其子公司（“WESTROCK”）而采取的行动均将遵守所有适用的当地法律与美国《反海外腐败法》(FCPA)。

Buyer shall not engage in any bribery, kickback, collusive bidding, price fixing, or other unfair trade practices. Buyer (and its partners, employees, representatives and agents) shall comply with the U.S. Foreign Corrupt Practices Act (“FCPA”) and all anti-bribery and anticorruption laws of any country or region outside the United States applicable with respect to the Goods, Services and Buyer’s rights and obligations hereunder (“Corrupt Practices Laws”). Buyer hereby represents, acknowledges and warrants that it is well aware of the requirements of the U.S. Foreign Corrupt Practices Act (“FCPA”) (details refer to Annex II). Buyer agrees that any and all actions taken on behalf of Meadwestvaco and its subsidiaries (“WESTROCK”) shall comply with all applicable local laws and the U.S. Foreign Corrupt Practices Act (“FCPA”).

如果买方知悉或有理由知道预期或已经发生的有关货物和/或服务的任何付款、要约或协议构成或可能构成违反美国《反海外腐败法》(FCPA) 或反腐败法律，买方应当立即书面通知卖方的总法律顾问，地址为1000 Abernathy Road, NE, Atlanta, Georgia 30328。卖方有权采取合理的措施避免、减少或调查该等对《反海外腐败法》(FCPA) 或反腐败法律的实际或潜在的违反行为，包括为该等目的经合理通知后在任何时间审阅买方账簿和记录以及对买方进行审计。卖方可以将通用条款、本合同及在本合同下取得的任何信息披露给其合理认为有需要了解该等信息的任何政府机构、监管机构或其他人。除前述事项外，在提供货物和/或服务过程中，买方一旦知悉或有理由相信，买方直接或通过任何代理或服务提供方间接支付了美国《海外反腐败法》(FCPA)（或若买方适用FCPA，其将受罚）或反腐败法律项下可被处罚的任何贿赂（不论该等贿赂是否与货物、服务或卖方有关或使其受益），应当立即以书面形式告知卖方。买方应保证任何代表其就本合同项下货物、服务及买方对本合同的履行而行事的外包商、代表和代理商均应以书面形式同意本“反海外腐败法”条款。未经卖方事先书面批准，买方或买方的任何分包商、代表或代理商均不得代表卖方与任何政府机构进行交流。

If Buyer is aware or has reason to be aware that any payment, offer or agreement relating to the Goods and Services, either contemplated or occurred, constitutes or could constitute a violation of the FCPA or Corrupt Practices Laws, Buyer shall immediately advise Seller’s General Counsel, in writing, at 1000 Abernathy Road, NE, Atlanta, Georgia 30328. Seller shall have the right to take reasonable steps to avoid, mitigate or investigate such an actual or potential violation of the FCPA or Corrupt Practices Laws, which may include reviewing Buyer’s books and records and auditing for these purposes at any time upon reasonable notice. Seller may disclose these Seller’s General Terms and Conditions, this Contract and any

information that it obtains hereunder to any government agency, regulatory authority or other persons that Seller has determined, in its discretion, have a need for such information. In addition to the foregoing, while the Goods and Services are being provided, Buyer must promptly notify Seller in writing upon being aware or having a reason to be aware that Buyer, directly or through any agent or service provider, indirectly paid any bribe that is punishable under the FCPA (or would be if Buyer was subject to FCPA) or Corrupt Practices Laws. Buyer shall ensure that any subcontractors, representatives and agents acting on behalf of Buyer with respect to the Goods and Services or Buyer's performance hereunder shall agree in writing to the terms of this Section. Neither Buyer nor any subcontractor, representative or agent of Buyer may interact with any government agency on behalf of Seller without the prior written approval of Seller.

买方将对WESTROCK发生或代表WESTROCK发生的所有费用以书面形式进行记账并保存记录，清晰准确地列明接受款项的个人及单位，以及该笔款项的金额。买方在未经WESTROCK事先书面许可的情况下，不应雇佣任何市场代表或顾问。

Buyer shall keep written accounts and records of all expenses incurred by or on behalf of WESTROCK, clearly and accurately itemizing the individual and entity receiving each payment and the amount of such payment. Buyer shall not engage any market representative or consultant without the prior written approval of WESTROCK.

7. 合同附件

Annexes

附件一：《WESTROCK 中国供应合同通用条款》。双方同意遵守该附件一的相关规定。若附件一的规定与本合同有冲突，以本合同为准。

Annex I: WESTROCK China General Terms and Conditions for Supply Contracts. Both Parties agree to comply with the relevant provisions of such Annex I. In the event of any conflicts between the provisions of Annex I and those of this Contract, this Contract shall prevail.

附件二：《反海外腐败法》(FCPA)非专业人士指南（摘要）

Annex II: FCPA Guidelines for Non-professionals (Abstract)

附件三：技术标准

Annex III: Technical Standards

8. 合同有效期

Valid Term

本合同条款应在双方签字、盖章及合同正文规定的其他条件成立后生效，有效期为___年。在合同有效期内如有任何条件变更，由买卖双方协商后另行签订书面协议并执行。

The provisions of this Contract shall come into effect upon the signatures and seals by the Parties and after other conditions stipulated in the text of this Contract are satisfied, and shall remain valid for ___ years. In the event of any change in any conditions within the valid term of this Contract, the Parties shall otherwise enter into a written agreement upon negotiations for further implementation.

本合同正文、附件、通知及补充协议为合同不可分割的部分，具有同等效力。前述文件如有不一致，应当按以下优先顺序解释：补充协议、本合同正文、附件、通知。

The text, Annexes, notices and supplementary agreement hereof shall be an integral part of this Contract, and shall have the same legal effect. In the event of any inconsistency among the foregoing, it shall be interpreted based on the following order of priority: supplementary agreement, the text of this Contract, Annexes and notice.

本合同一式肆份，买方贰份，卖方贰份，具有同等法律效力。

This Contract shall be made in quadruplicate. Buyer and Seller shall each hold two copies, which shall have the same legal effect.

买 方: Buyer		卖 方: Seller:	维实洛克（中国）投资有限公司 Meadwestvaco (China) Holding Co.,Ltd.
授权代表: Authorized Representative:		授权代表: Authorized Representative:	
职 务: Title:		职 务: Title:	
签名盖章: Sign and Seal:		签名盖章: Sign and Seal:	

附件一

Annex I

WESTROCK 中国供应合同通用条款

WESTROCK China General Terms and Conditions for Supply Contracts

根据适用的中国法律、法规和规定，本着平等自愿原则，经友好协商，买卖双方特此约定如下：

In accordance with applicable PRC laws, regulations and rules and adhering to the principles of equality and voluntariness, both Buyer and Seller hereby agree, through amicable consultations, as follows:

1. 定义 – “本合同”指买卖双方由其各自授权代表正式签署的旨在销售或提供货物以及购买或使用服务的纸质或电子合同，买方将根据本合同的规定出具采购订单。“买方”指在本合同或采购订单中确定为买方的一方。“卖方”指维实洛克（中国）投资有限公司，通过本合同或采购订单中列明的其子公司或业务单位（如有）代表行事。“合同”指本合同、通用条款、采购订单、买方和卖方签署的任何保密合同，以及所有该等文件的附件和修订文本。“货品”指卖方根据合同交付或提供的任何货物和/或服务。“价格”指买方根据合同就货物而需支付的任何款项。

Definition – this “Contract” means a paper or electronic agreement between Seller and Buyer duly executed by their respective authorized representatives to sell or supply Goods and to buy or use Services pursuant to which a Purchase Order will be issued by Buyer. “Buyer” means the Party identified as buyer to this Contract or a Purchase Order. “Seller” means Meadwestvaco (China) Holding Co., Ltd., acting through its subsidiary or business unit (if any) listed in this Contract or a Purchase Order. “Contract” means this Contract, General Terms and Conditions, Purchase Orders and any confidentiality agreement executed by Buyer and Seller, and all annexes and amendments to all such documents. “Goods” mean any goods and/or services to be delivered or provided by Seller under the Contract. “Price” means any amount to be paid by Buyer under the Contract for the Goods.

2. 接受 – 卖方接受任何采购订单须明确受限于合同条款，并且，卖方不接受任何报价、订单、确认函、发票或与由卖方准备的其他文件中所包含的任何与之相悖的条款。卖方或买方出具的任何采购订单、出货单、确认函、发票或其他纸质或电子文件（除本合同外）中的任何条款和条件均被本合同及通用条款替代。买方在收到合同后，接受卖方交付或提供的货物，应视为买方同意接受本合同、通用条款以及合同中的所有其他约定。买方接受卖方交付或提供的货物时不得对合同条款作出任何保留。

Acceptance - Seller’s acceptance of any Purchase Order shall be expressly subject to the terms of the Contract, and Seller does not accept any term to the contrary contained in any quotation, order, acknowledgement, invoice or other document originating with Seller. Any terms and conditions in any Purchase Order, any release order, acknowledgement, invoice or other paper or electronic document, other than this Contract, issued by either Seller or Buyer are superseded by this Contract and General Terms and Conditions. By acceptance of Goods delivered or supplied by Seller after receipt of the Contract, Buyer shall conclusively be deemed to be bound by this Contract, General Terms and Conditions and all other provisions of the Contract. Buyer shall accept any Goods so delivered or supplied by Seller without any reservation to the Contract.

3. 总采购订单 – 具体采购订单应通过书面表格、电子数据交换、传真或通过双方一致同意

的其他方式发出。每一份订单应注明买方的签发日期，并应载明：(a) 独一无二的订单编号；(b) 卖方生产并交付的货物数量和品种；(c) 货物应运至的买方工厂或仓库；以及(d) 买方工厂或仓库接收已装运货物的日期(“交货日期”)。在卖方按照正常程序接受订单后，订单即具有约束力，买方必须购买采购订单中规定数量的货物。所有采购订单受本合同和通用条款管辖。

Blanket Order - Any specific Purchase Order shall be issued in a written form or by exchange of electric data, facsimile or in any other manner mutually agreed by the Parties. Each Purchase Order shall indicate the date of issue by Buyer and specify: (a) a unique order number; (b) quantity and types of Goods produced and delivered by Seller; (c) Buyer's plant or warehouse to which the Goods shall be delivered; and (d) date on which Buyer's plant or warehouse accepts those shipped Goods (“Date of Delivery”). Any Purchase Order shall be binding upon Seller's acceptance in accordance with normal procedures, and Buyer must purchase the Goods in a quantity specified in such Purchase Order. All Purchase Orders shall be governed by this Contract and General Terms and Conditions.

4. **价格** – 价格应为本合同或采购订单中确定的价格。

Price – The Price shall be that stated in this Contract or the Purchase Order.

5. **图纸和规格** – 买方或卖方提供给另一方的或合同中提及的任何规格、图纸、注释、说明、工程信息或技术数据（统称“生产资料”）均应通过引用归入本合同。卖方保留其提供或促使他人提供给买方的所有该等生产资料以及其所包含信息的所有权，并且，除非卖方书面同意，买方不得向任何第三方公开该等生产资料及信息，且不得对该等生产资料及信息进行变更、使用或作出其他处置。如果由买方负责提供生产资料，买方应在合理时间内向卖方提供，以使卖方能够在规定期限内完成货物交付。因买方提供的生产资料或信息引起的索赔和责任，包括但不限于知识产权侵权索赔，应当全部由买方承担，且买方应赔偿并使卖方免受所有其因该等此类索赔而产生的所有诉讼、诉因、损害、损失、伤害、成本、费用和和责任所遭受的损害。

Drawings and Specifications - Any specifications, drawings, notes, instructions, engineering information or technical data (collectively as “**Production Materials**”) furnished by either Buyer or Seller to the other or referred to in the Contract shall be incorporated in this Contract by reference. Seller shall retain title to all such documents which it provides or causes to be given to Buyer and the information contained therein, and Buyer shall not disclose such documents or information to any third party, nor shall it alter, use or otherwise dispose of any of such documents or the information contained therein unless Sellers agrees so in writing. Buyer shall provide the Production Materials to Seller within a reasonable time period if it is responsible to do so to enable Seller to complete the delivery within the specified period. Buyer shall fully assume any and all claims and liabilities arising from the Production Materials or information provided by Buyer, including but not limited to claims against infringement of intellectual property rights, and Buyer shall compensate Seller and keep Seller harmless against all litigations, causes, damages, losses, injuries, costs, expenses and liabilities arising from such claims.

6. **交货** – 卖方应按照采购订单中规定的日期向买方交付货物。如卖方预计其不能在规定的日期交付货物，则应及时通知买方不能按期交货和预计的实际交货日期。卖方应将所有货物以订单价交付至买方在采购订单中规定的目的地，货物所有权在买方、其代理人或收货人收到货物之后转移给买方，此前卖方应承担毁损灭失风险。卖方应在发货日以订单价格将提单和装船通知单直接邮递至目的地。提单应标注相关的采购订单编号（如有）。买方作出路径指示的，卖方应当接受，但因遵守该等指示而产生的任何额外费用减少应由买方承担。

除非双方另行书面约定，卖方有权全部或分批交货。卖方可就每批交付提供单独的发票，无须考虑后续交付或履约情况。每批交付应视为一次独立的销售。延期交付或任意批次的交付，不得免除买方接受交付或剩余批次交付的义务。

Delivery - Seller shall deliver the Goods to Buyer on the date(s) indicated in the Purchase Order. If Seller anticipates that it will not be able to deliver the Goods on the date(s) indicated, Seller shall timely notify Buyer of the anticipated failure and the anticipated actual delivery date. Seller shall deliver all Goods at the price specified in the Purchase Order to the destination designated by Buyer in the Purchase Order, and title and risk of loss shall remain with Seller until the Goods are received by Buyer, its agent or consignee. Seller will mail Bills of Lading and Shipping Notices directly to the destination at the price specified in the Purchase Order on the day of shipment. Bills of Lading shall indicate the relevant purchase order number, if any. Buyer may require adherence to its routing instructions, and Seller shall follow such instructions; provided that any savings resulting from adherence to such instructions shall be for the benefit of Buyer.

Unless otherwise agreed in writing, Seller shall have the right to make the delivery in whole or by installments. Seller may provide separate invoices for each delivery, regardless of any subsequent delivery or performance. Each delivery shall be deemed as a separate sale. Delay in delivery or any installment of delivery shall not release Buyer from its obligations to accept the delivery or any remaining installments.

7. **保证** – 卖方就其货物仅作出如下保证：(a) 在装运之日，货物符合约定的货物规格；以及 (b) 卖方将转移不附带任何留置权和权益负担的货物。除本条明示保证外，卖方不提供任何其他明示或默示的保证，包括但不限于任何有关货物适销性，适用于特定用途或其他事项的保证。卖方对其提供的服务将尽商业上的合理努力，按照其他提供该类服务的商业主体在类似情况下通常具备的谨慎程度和技能来提供服务，除此以外，卖方未向买方作出且不存在任何明示或暗示的、法定或其他形式的保证、陈述、义务或责任。卖方特此明确否认对于服务的适销性或特定用途的适用性作出过任何明示或默示保证。

本“保证”条款在本合同及相关合同终止或解除后继续有效。

Warranty – Seller warrants that: (a) all Goods, at the time of delivery, conform to the specified specifications; and (b) Seller will transfer all Goods free of any liens and encumbrances. Except such as are expressly set forth herein, Seller provides no other warranty, express or implied, including but not limited to any warranty of merchantability, fitness for a particular purpose or any other matter.

Seller will use its commercially reasonable efforts to provide Services in accordance with the degree of care and capabilities that other business entities providing such services would normally apply under similar circumstances. Other than the foregoing, Seller does not make and have any warranties, representations, obligations or responsibilities, express or implied, by operation of law or otherwise, to Buyer. Seller hereby expressly disclaims any express or implied warranty of merchantability, fitness for a particular purpose of the Services.

This “Warranty” Section shall survive the termination or cancellation of this Contract and any relevant contract.

8. **与货物相关的声明** – 若买方要求或指示卖方在产品上加入任何声明（无论明示或暗示），包括但不限于与买方或者被包含于货物中或包含货物的产品有关的、包括以下方面的声明：(a) 产品的可持续性或可回收性，或产品的或买方的环境影响；(b) 产品的健康益处或安全性；(c) 产品的营养信息、配料或成分；或(d) 产品效用或其性能、功能、价格或有效性（统称“**产品声明**”），买方同意根据本通用条款第 20 条“赔偿”条款，就前述产品声明承担全部责任，并就涉及因任何产品声明或与产品声明相关的产品所产生的损害赔偿的所有索赔，对卖方及其受偿方进行赔偿、为卖方及其受偿方辩护并使其免受该等索赔。

Statements relating to the Goods – If Buyer requests or directs Seller to include any statement (whether express or implied) on the Goods, including without limitation, statements relating to Buyer or the products included in or comprising the Goods, including those in respect of: (a) the sustainability or recyclability of the products, or the environmental impact of the products or Buyer, (b) the health benefits or safety of the products, (c) the nutritional information, ingredients or composition of the products, or (d) the usage of the products or their performance, functions or features, prices or effectiveness (collectively, “**Product Statements**”), Buyer agrees to assume full responsibility for the foregoing Product Statements and to indemnify, defend and hold harmless Seller and its Indemnified Parties from and against all claims resulting from any Product Statements or the products with respect to which such Product Statements relate, in accordance with Article 20 “Indemnification” of these General Terms and Conditions.

9. **变更** – 买方在卖方发货或提供服务前可通过书面通知就货物、图纸、规格、运输方法、包装方法、交货时间及交货地点向卖方提出变更请求，双方应就因该（等）变更请求发生的任何额外费用和/或时间进行协商。如双方无法在买方提出变更请求的三(3)个工作日内就额外费用和/或时间达成一致，则卖方将仍按原约定履行，买方无权拒绝接受货物，卖方不应就双方就前述事项的协商而导致的延误承担任何责任。

Changes – Buyer may request changes to the Goods, drawings, specifications, methods of shipment and packing, time and place of delivery by sending a written notice to Seller prior to the delivery of Goods or provision of Services by Seller, and the Parties shall negotiate any additional costs and/or time incurred as a result of such request(s) for changes. In the event of a failure to reach an agreement on such additional costs and/or time between the Parties within three (3) working days from the date on which such request(s) of change is made by Buyer, Seller will continue to perform its obligations as originally agreed and Buyer shall have no right to reject any Goods. Seller shall not be liable for any delay arising from negotiations between the Parties in respect of the foregoing.

10. **检验** – 买方应在收到货物当时应就货物数量进行验收，如有缺货应当场向卖方提出异议。买方应在收到货物和/或服务后十（10）日内对货物和/或服务的质量进行验收。如卖方采用分批发货，买方应在收到每批货物当场就货物数量进行验收并在收到货物后的十（10）日内就该批货物质量进行验收。如果买方未在收到货物当时对货物数量提出异议或未在收到货品后十（10）日内提出任何质量异议，则视为货品验收合格，买方此后无权就已收到的货品提出任何主张。

Inspection – Buyer shall inspect the Goods at the time of receipt with respect to the quantity of the Goods and shall raise objections to Seller on the spot in the case of any shortage of Goods. Buyer shall inspect the quality of Goods and/or Services within ten (10) days after receiving or accepting the Goods and/or Services. If Seller uses split shipments, Buyer shall inspect each shipment on the spot with respect to the quantity of such Goods received and shall inspect the quality of the shipment within ten (10) days of receipt of the Goods. If Buyer does not raise any objection to the quantity of the goods at the time of receipt or to the quality of the Goods within ten (10) days of receipt, the Goods shall be deemed to have been accepted and Buyer shall have no right to make any claim thereafter in respect of such Goods received.

11. **包装和标识** – 卖方应对所有货物进行包装、或将其装入板条箱内或进行固定支撑，以防

止货物损坏或变质，包装应适于运输，保护货物完好，具体包装方式详见采购订单。

Packing and Marking - All Goods shall be packed, crated or braced to prevent damage or deterioration, in a manner suitable for transportation and to keep Goods in good condition, as detailed in the Purchase Order.

12. 终止 – 若发生以下任一情形，应视为买方违约，卖方有权立即终止或解除合同（包括但不限于本合同及采购订单）：

Termination – Buyer shall be deemed in default and Seller shall have the right to immediately terminate or cancel the Contract (including but not limited to this Contract and Purchase Orders) in the event of any of the following:

- (a) 买方在重大方面违反其在合同项下的任何义务，并且(i)未能在违约发生后十（10）日内予以纠正；或(ii)经卖方合理判断认为该等违约实际或可能导致卖方或卖方商业利益受损；

Buyer breaches any of its obligations hereunder in any material respect; and (i) fails to remedy such breach within ten (10) days of its occurrence; or (ii) such breach reasonably results in actual or imminent harm or damage to Seller or Seller's business interests, as determined by Seller in its reasonable judgment;

- (b) 买方采取与破产、解散、清算、清盘或为债权人利益进行转让有关的任何行动；

Buyer takes any action in respect of bankruptcy, dissolution, liquidation, winding up or an assignment for the benefit of creditors;

- (c) 任命或被指定接管人、受托人、监管人或清算人；

Buyer appoints or is designated a receiver, trustee, administrator or liquidator;

- (d) 处置其所有或实质所有资产；或

Buyer disposes of all or substantially all of its properties; or

- (e) 卖方经合理判断确定，买方发生资不抵债。

Seller, in its reasonable judgment, determines that Buyer is insolvent.

若卖方在重大方面违反其在合同项下的任何义务且在四十五（45）日内予以纠正，买方有权立即终止或解除本合同及涉及违约的采购订单。但买方不得以任何其他原因便利终止合同，否则买方应赔偿卖方因履行合同已产生的一切费用（包括对第三方的损害赔偿）以及卖方对履行本合同的预期利益。

Buyer shall have the right to immediately terminate or cancel this Contract or any Purchase Order alleged to be in default if Seller breaches any of its obligations hereunder in any material respect and fails to remedy such breach within forty-five (45) days of its occurrence; provided that Buyer may not terminate the Contract for convenience with any other causes, otherwise Buyer shall compensate Seller for all expenses and its anticipated interests arising from and in the performance of the Contract (including damages to any third party).

13. 技术信息、发明和保密信息 – 除非双方另行以书面形式约定，所有(a) 卖方制备的图纸、数据、规格、设计、图案、模具、工具、样品和其他物品；和(b) 卖方根据因提供货物而作出的发现、发明或改进，包括基于买方提供的信息而形成的发现、发明或改进，均为卖方的独有的排他性财产。本条款包括卖方任何雇员或独立承包商作出或形成的或之后任何时间可能作出或形成的

与卖方业务有关的任何工艺、机器、生产或原材料成分相关的任何及一切发现、发明或改进（不论是否具有专利性质），以及对卖方业务有用的任何及所有专有知识、想法、方法、系统或计划（“发明”）。所有该等发明均为卖方独有的排他性财产，如有必要，买方应当配合协助卖方获得证明卖方所有权的所有证明文件，包括但不限于专利申请。

Technical Information, Invention and Confidential Information - Unless otherwise agreed to by the parties in writing, all (a) drawings, data, specifications, designs, patterns, molds, tools, samples and other items prepared by Seller; and (b) discoveries, inventions or improvements made by Seller, including those based on information supplied by Buyer, arising from the supply of Goods, shall be the sole and exclusive property of Seller. This provision includes any and all discoveries, inventions or improvements related to any process, machine, manufacture or composition of matter related to the Seller's business, whether of a patentable nature or not, and any and all know-how, ideas, methods, systems or plans useful in the Seller's business (the "Inventions") that any employee or independent contractor of Seller has made or conceived or hereafter may make or conceive at any time. All such Inventions shall be the sole and exclusive property of Seller, and Buyer shall cooperate, if necessary, in assisting Seller to obtain all documentary evidence confirming Seller's ownership including, but not limited to, applications for patents.

“**保密信息**”指所有卖方专有技术、技术信息、商业信息、数据、设计、规范、计划、图纸、经验或与合同项下交易合理相关的知识，无论是以书面、口头或电子方式传送的，包括涉密的原始或初步讨论，包括但不限于：(a) 机密制造计划、工艺、程序、操作、报告、图纸、手册、设备、工程信息、技术信息以及装置和设备的布局和配置；(b) 机密产品计划、原型、样品、配方和规范，以及与机密项目设计、营销、广告、质量、成本、配置和使用相关的信息；(c) 保密的客户和供应商名单和信息、商业计划、销售量、盈利能力数据、财务信息或其他经济或商业信息；以及(d) 机密计算机软件、固件、数据、数据库、网络、安全程序或其他直接或间接与计算机系统或网络相关的机密信息。未经卖方明确书面同意，买方不得使用或向任何个人、公司或政府机构披露任何保密信息，但买方可向需要了解保密信息同时受保密义务约束的雇员或专业顾问披露保密信息。如果法律强制买方（通过证词、质询、文件请求、传票、民事调查要求或类似程序）披露任何保密信息，买方应立即向卖方事先书面通知该等要求，以便卖方可以寻求保护令或其他适当的补救措施。如果未获得保护令或其他补救措施，买方同意经法律顾问书面意见后，仅提供法律要求买方披露的部分保密信息，并同意作出合理的商业努力，以获得对此类保密信息进行保密处理的保证。卖方同意，本部分将不适用买方可以证明的以下保密信息：(i) 在卖方首次披露之前已为公众所知，或在首次披露后由于买方没有违反合同的作为或不作为而为公众所知；(ii) 买方在首次披露之前已经知道的信息；(iii) 由另一个人或实体向买方披露的信息，而该个人或实体对卖方不负有保密义务；或(iv) 买方独立开发的信息，且未获取或使用保密信息，或违反本通用条款。

“**Confidential Information**” means all Seller's know-how, technical information, business information, data, designs, specifications, plans, drawings, experience or knowledge reasonably related to the transactions that are the subject of any Contract, whether transmitted in writing, orally or electronically, including initial or preliminary discussions, to the extent the same is or are secret, confidential or proprietary, including without limitation: Seller's (a) confidential manufacturing plans, processes, procedures, operations, reports, drawings, manuals, equipment, engineering information, technical information, and plant and equipment layouts and configuration; (b) confidential product plans, prototypes, samples, formulae, and specifications, and information related to confidential project designs, marketing, advertising, quality, costs, configurations and uses; (c) confidential customer and vendor lists and information, business plans, sales volumes, profitability figures, financial information or other economic or business information; and (d) confidential computer software, firmware, data, databases,

networks, security procedures, or other confidential information related directly or indirectly to computer systems or networks. Buyer shall not, without the prior express written consent of Seller in each instance, use or disclose to any person, entity or governmental agency any Confidential Information, except that Buyer may disclose Confidential Information to those of its employees or professional consultants who need to know such information and who are bound to confidentiality obligations. If Buyer becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Buyer shall provide Seller with prompt prior written notice of such requirements so that Seller may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, Buyer agrees to furnish only that portion of Confidential Information that Buyer, upon written opinion of counsel, is legally required to disclose, and it agrees to exercise reasonable commercial efforts to obtain assurances that confidential treatment will be accorded such Confidential Information. Seller agrees that Confidential Information shall not include information Buyer can demonstrate: (i) is known by the public prior to initial disclosure by Seller or subsequently becomes known to the public after initial disclosure through no act or omission of Buyer in violation of this Contract; (ii) is known by Buyer prior to initial disclosure; (iii) is disclosed to Buyer by another person or entity who is under no obligation of confidentiality to Seller with respect to the information; or (iv) is independently developed by Buyer without access to or use of Confidential Information, or violation of these General Terms and Conditions.

14. 转让 – 未经一方事先书面同意，另一方不得转让合同或其项下任何权利。卖方可以将合同转让给其任何关联公司。

Assignment – Neither Party shall assign any rights herein or hereunder without the prior written consent of the other Party. Seller may assign this Contract to any of its affiliates.

15. 弃权 – 一方未能要求另一方严格遵守或完全履行其任何义务或一方豁免另一方对合同的违反，不应被视为放弃任何要求该另一方后续履约的权利，也不应被视为对该另一方后续违约的豁免。

Waiver - The failure of one Party to require the other Party's strict compliance with or complete performance of any obligation of the Contract, or the waiver by one Party of any breach of the Contract, shall neither prevent any subsequent enforcement of such obligation nor be construed as a waiver of any subsequent breach by such other Party.

16. 整体合同 – 合同规定了卖方和买方就本合同标的物所达成的整体合同。除上述“变更”条款中另有规定外，旨在修改或变更合同条款的任何条款、条件、谅解或合同不具有任何约束力，除非由卖方和买方书面做出并签署。

Entire Agreement - The Contract sets forth the entire agreement between Seller and Buyer on the subjects covered herein, and, except as otherwise provided above in the Changes Section, no terms, conditions, understanding or agreement purporting to modify or vary the terms of the Contract shall be binding unless made in writing and signed by Seller and Buyer.

17. 可分割性 – 如果合同的任何词语、短语、条款、句子或其他约定违反其所适用之管辖区域内的任何相关的法令、条例或规则，则在该等词语、短语、条款、句子或约定仅在涉及该等违反情形时无效，不影响合同任何其他条款的效力。

Severability - In the event that any word, phrase, clause, sentence or other provision of the Contract shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such word, phrase, clause, sentence or provision shall be ineffective to the extent of such violation without invalidating any other provision of the Contract.

18. 通知 - 一方需要发出的与本合同有关的任何通知应采用书面形式，并应：(a) 由专人递送；(b) 由标准隔夜快递发送；或(c) 以挂号信或平信邮寄，要求回执，预付邮资并按本合同所列地址发给拟为收件人的一方。所有通知应被视为已在下列时间收悉：(x) 如由专人递送、隔夜快递发送，在交付之日；或(y) 如以要求回执、预付邮资并写明上述地址的挂号信或平信邮寄，在投入投寄邮筒后的第三个营业日。

Notice - Any notice to be sent by either Party hereunder shall be in writing and delivered: (a) by hand; (b) by standard overnight courier; or (c) by registered or certified mail, return receipt requested, postage prepaid, to the other Party as the addressee at the address set forth herein. All notices shall be deemed to have been given: (x) on the date of delivery if given by hand or overnight courier; (y) on the third business day following the day on which the notice is posted by registered or certified, return receipt requested, postage prepaid, and addressed to the above address.

19. 责任限制 - 鉴于本合同项下所销售货物的价值和与之配套使用的产品的价值可能明显不成比例，并且为明确限制买方的救济和卖方的责任，使之与合同项下交易的商业价值成合理比例，买方和卖方特此具体明确同意本第 19 条“责任限制”中关于卖方责任免责和限制的约定。

Limitation of Liability - Inasmuch as the value of the Goods sold hereunder may be substantially disproportionate to the value of the products to be used in conjunction therewith, and, for the express purpose of limiting Buyer's remedies and Seller's liability to an extent reasonably proportionate to the commercial value of the transactions hereunder, Buyer and Seller hereby specifically and expressly agree to the exclusions and limitations of Seller's liability set forth in this Section 19 "Limitation of Liability".

根据本通用条款第 10 条“检验”，除非买方在收到货物当时对货物数量提出异议或在收到货物和/或接受服务后十（10）日内对货品提出质量异议，并就此提出相关主张或索赔，否则视为货品验收合格，买方无权就货品提出任何主张或索赔。**买方特此同意，前述当日及十（10）日期限是将该类索赔的合理检验期限。**任何情况下，如果买方在使用、加工或转让货物之后才提出该类索赔，则买方无权获得任何该类索赔的救济。瑕疵或不合格货物应由买方妥善按原样保管，及时供卖方检查。**买方就瑕疵或不合格货品享有的唯一救济，应仅限于维修或更换瑕疵或不合格货物，和/或重新履行不合格服务。**此外，与货物有关的任何类型的索赔（不论是因合同、侵权、违反担保还是根据任何其他法律理论而引起）**对卖方所创设的责任金额，不应超过作为损害赔偿索赔标的的货物的购买价，并且，卖方对买方承担的唯一责任（如有）以及买方就该等索赔享有的唯一救济，都不得超过该货物购买价。**

In accordance with Section 10 "Inspection" above, the Goods shall be deemed to have passed the inspection and Buyer shall not have the right to make any claim or demand in respect thereof unless Buyer objects to the quantity of the Goods at the time of receipt or objects to the quality of the Goods within ten (10) days of receipt and/or acceptance of the Goods and/or Services. **BUYER HEREBY AGREES THAT THE FOREGOING DAY AND SUCH TEN (10) DAY PERIOD ARE REASONABLE PERIODS OF TIME WITHIN WHICH SUCH CLAIMS WILL BE TESTED.** In no event shall Buyer be entitled to relief from any such claim if such claim is made after Buyer has used, processed or transferred the Goods. Defective or non-conforming Goods shall be properly held by Buyer as "it is" for Seller's prompt inspection. **The sole remedy available to Buyer in relation to any defective or non-conforming Goods shall be limited to repair or replacement of such defective or non-conforming Goods and/or re-performance of non-conforming Services. Moreover, any amount of liability imposed on Seller from any type of claim with respect to the Goods (whether arising from contract, tort, breach of warranty or under any other legal theory) shall not exceed the purchase price of the Goods which are the subject of the claim for damages, and neither Seller's sole**

liability to Buyer, if any, nor the exclusive remedy available to Buyer with respect to such claim shall exceed the purchase price of the Goods.

双方进一步同意，任何一方在除本通用条款第 12 条“终止”条款外的其他任何情形下均无需就本合同或其终止(不论因何而起亦不论基于任何责任理论)引起的任何特殊的、附带的、从属性的、惩戒性的、多项的或其他间接的损害赔偿或就利润损失、数据丢失或使用损失损害赔偿，向另一方承担任何责任。

The Parties further agree that neither Party shall be held liable to the other Party for any special, incidental, consequential, punitive, multiple or other indirect damages, or damages for loss of profit, data or use arising from this Contract or its termination (regardless of the causes or the theory upon which the liability is based) in any circumstances except for the Section 12 “Termination” of these General Terms and Conditions.

20. 赔偿 - 每一方(“**赔偿方**”)同意就涉及以下情形的所有第三方索赔、起诉、请求、诉讼或诉由(“**索赔**”)对另一方及其关联公司, 以及其各自股东、成员、高级职员、董事、经理、代理、雇员、继任人和许可受让人(统称“**受偿方**”)进行赔偿、为受偿方辩护并使其免受该等索赔: (a) 就不动产或动产产生的合理、实际、垫付的直接赔偿; 或(b) 人身伤害, 包括死亡, 以及合理、实际、垫付的费用和开支, 包括但不限于利息、罚金及合理的律师费和支出(统称“**损害赔偿**”), 但前提是该等索赔因(i) 与赔偿方、其雇员、独立承包商或代理履行本通用条款或合同有关的任何疏忽作为、疏忽不作为或故意不当行为; (ii) 赔偿方、其雇员、独立承包商或代理违反本通用条款或合同所载明的任何承诺、保证、陈述或任何其他义务; 或(iii) 赔偿方、其雇员、独立承包商或代理违约, 或者违反法律、法规、政府规章或条例而产生。尽管有前述约定, 买方特此同意, 对于任何因召回被包含于货物中的或包含货物的产品所产生的索赔, 卖方不承担任何责任; 双方承认、理解并同意, 该等索赔不构成本合同拟议交易的议价基础。

Indemnification - Each Party (the “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless the other Party and its affiliates, and their respective shareholders, members, officers, directors, managers, agents, employees, successors and permitted assigns (collectively, the “**Indemnified Parties**”) from and against all third party claims, actions, demands, suits and causes of action (“**Claims**”) involving (a) reasonable, actual, out-of-pocket and direct damages to real or physical personal property, or (b) personal injury, including death, along with reasonable, actual, out-of-pocket costs and expenses, including, without limitation, interest, penalties and reasonable attorneys’ fees and disbursements (collectively, “**Damages**”), but only to the extent such Claims cause Damages resulting from (i) any negligent act, negligent omission or willful misconduct on the part of the Indemnifying Party, its employees, independent contractors or agents, in connection with performance under these General Terms and Conditions or this Contract, (ii) a breach by the Indemnifying Party, its employees, independent contractors or agents, of any covenant, warranty, representation or any other obligation set forth in these General Terms and Conditions or this Contract, or (iii) a breach or violation of law, governmental rules or regulations by the Indemnifying Party, its employees, independent contractors or agents. Notwithstanding the foregoing, Buyer hereby agrees that Seller shall not be liable for any Claims resulting from a recall of any products which are included within the Goods or which comprise the Goods; and the Parties acknowledge, understand and agree that such Claims are not part of the basis of the bargain in the transactions anticipated hereunder.

21. 适用法律及争议解决 - 合同应受中华人民共和国(为合同之目的, 不包括香港和澳门特别行政区以及台湾地区)管辖并据其解释。任何与合同相关或由其引起的争议将提交上海国际经济贸易仲裁委员会(上海国际仲裁中心)仲裁, 仲裁将依据申请时该仲裁委员会有效的仲裁规则在上海进行仲裁。仲裁裁决是终局的, 对双方均有约束力。

Governing Law and Dispute Resolution - The Contract shall be governed by and construed in accordance with the laws of the People's Republic of China (for the purpose of the Contract, the Special Administrative Regions of Hong Kong and Macau, and Taiwan shall be excluded). Any disputes arising from or in connection with the Contract shall be submitted to the Shanghai International Economic and Trade Arbitration Commission ("SHIAC") for arbitration which shall be conducted in Shanghai in accordance with SHIAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties.

22. 法律关系 -- 本通用条款或合同，及其签署、履行均不应被视为在双方之间创设或构成任何关联、合资、合营、合伙、雇佣、委托代理或类似关系。除非合同另有规定，任何一方均无权以任何形式对另一方在任何方面进行约束，包括但不限于代表另外一方作出陈述、保证、承诺、为其创设义务、代表其签署协议、合同或进行安排。双方进一步明确，双方可能参与或履行合同的所有工作人员和雇员，均受双方各自以雇主身份直接聘用，并且每方作为雇主，均应独自对其工作人员和雇员的任何义务和责任负责，包括但不限于向前述工作人员和雇员支付薪酬、工资和福利，并支付所有税费、任何其他劳动或社保义务及任何适用法律要求的任何其他义务。双方不是也不应被视为是另一方工作人员和雇员的雇主，亦不是也不应被视为另一方的中间人。

Legal Relationship - Nothing contained in these General Terms and Conditions or the Contract and their execution, performance shall create an association, partnership, joint venture, employee/employer or labor relationship or the relationship of principal and agent or the like between Seller and Buyer. Neither Party shall have any authority to bind the other Party in any way except as stated herein, including without limitation, making any representations, warranties and undertakings, creating any obligations, executing any agreement, contract or arrangement on behalf of the other Party. It is further agreed that all of the personnel and employees that the Parties may engage in performing the Contract shall be directly hired by each of the Parties in their capacity as employers and, in such capacity, each of the Parties shall be solely responsible for any obligations and responsibilities towards its own personnel and employees, including without limitation, the payment to said personnel and employees of any and all salaries, wages and benefits and the payment of all taxes, any other labor or social security obligations and any other obligations derived from any applicable laws. The parties are not and shall not be deemed to be the employer of the personnel or employees of the other Party and neither has nor shall be deemed to have the position of an intermediary on behalf of the other Party.

附录二: 《反海外腐败法》(FCPA)非专业人士指南(摘要)**反贿赂规定****基本禁令**

《反海外腐败法》规定, 贿赂外国政府官员以获取新的商业机会或保留已有业务机会属非法行为。关于基本禁令, 满足五点要素即构成违法行为:

A. 适用对象 – 《反海外腐败法》潜在适用于任何个人、公司、官员、负责人、雇员或公司代理和代表公司采取行动的股东。个人和公司如果命令、授权或协助其他人违反此反贿赂法规定, 或共谋违反此法令的规定, 也将受到处罚。

B. 行贿意图 – 支付或授权支付的个人必须具备行贿意图, 并且款项的目的必须是诱导接受者滥用其官方职位, 以不正当的方式给予行贿者或任何其他商业机会。值得注意的是, 《反海外腐败法》并不要求行贿行为成功达成目的, 提供或者承诺行贿即构成违法。《反海外腐败法》禁止任何行贿企图, 包括打算利用外国官员的官方地位以影响任何行动或决定、诱使官员在违反其合法职责的情况下开展或避免任何行为、获取任何不正当利益、或引诱外国官员不正当地利用其影响力来影响任何行为或决定。

C. 行贿款项 – 《反海外腐败法》禁止支付、主动提供或承诺支付(或授权支付/授权主动提供)金钱或任何有价值的物品。

D. 行贿对象 – 此禁令仅涵盖支付给外国官员、外国政党或党员, 或者任何外国政府职位候选人的贿赂款项。“外国官员”指任何外国政府、国际组织的官员或雇员, 或外国政府或国际组织的任何部门或机构, 或任何行使官员权力的个人。“外国官员”[还可能包括]皇室成员、立法机构成员, 或国有企业官员等……

《反海外腐败法》适用于针对任何公务员进行的贿赂, 无论其官职大小或职位。《反海外腐败法》着眼于行贿的目的, 而不在于接受贿赂款项、贿赂提议、或贿赂承诺的官员的特定职责, 对于“促进政府例行行为而提供的促进费”属反贿赂条款的例外情况(见下文)。

E. 商业目的检验 – 《反海外腐败法》禁止出于协助公司针对任何人或与任何人一起为获取或保有业务, 或将业务授予任何人而支付钱款的行为。司法部对“获取或保有业务机会”进行了广义的解释, 不仅仅指授予或续签合同。应当注意的是, 获取或保有的业务本身并不一定需要外国政府或借助外国政府的影响。

第三方付款

《反海外腐败法》禁止通过中间人支付贿赂款项。在知道部分或全部款项将被直接或间接支付给外国官员的情况下, 向第三方支付构成违法。“知道”一词包括有意识忽视与蓄意无视。违法要素

与前文所述一致，除了在这一情况中，收款方为中间人，其向作为要素之一的“外国官员”支付款项。

中间人可包括合资伙伴或代理商。

允许款项与积极抗辩

《反海外腐败法》明确规定，用于促进“政府例行行为”的“促进费”属反贿赂禁令的例外情况，并提供积极抗辩，用于在被指控违反《反海外腐败法》时作为辩护依据。

用于促进政府例行行动的促进费

用于促进或加快“政府例行行动”的“促进费”属反贿赂禁令的例外情况。该条例列举出以下例子：用于获取许可证、执照或其他官方证明；处理政府文件，如签证和工作订单等；提供警方保护、邮件取件和投递；电话服务；水电供应；装卸货物；保鲜；制定检查计划监督合同的执行或越境运输等。

此例外情况还包括其他“类似”的行为

“政府例行行为”不包括任何由外国官员做出的、向特定方授予新的商业机会或继续已有商业活动的决定。

积极抗辩

被控违反《反海外腐败法》反贿赂规定的个人有权提出抗辩，指明该笔款项在外国的成文法规定下属合法，或该笔资金用于演示产品或履行合同义务。

某笔款项在外国成文法中能否被界定为合法很难裁定。在面对此类款项是否合法的问题时，您应考虑咨询律师意见或采用司法部《反海外腐败法》解答程序。

此外，由于此类辩护为“积极抗辩”，抗辩方被要求在初审时即证明该笔款项符合相关要求。检方不承担在初审时证明该款项不构成此类（贿赂）款项的义务。

对于贿赂的法律制裁

刑事责任

违反《反海外腐败法》反贿赂规定可能受到下列刑事处罚：企业或其他商业实体可被处以最高 200 万美元的罚款；官员、负责人、股东、雇员和代理可被处以最高 10 万美元的罚款和 5 年以下监禁。此外，根据《选择性罚款法》的规定，实际罚款的数额可能会高出很多 -- 实际的罚款最高可能达到被告行贿所图谋利益的两倍。您还应注意，对于个人的罚款可能不会由其雇主或负责人支付。

民事责任

首席检察官或 SEC 在适当的情况下，可能会对违反反贿赂规定的公司、官员、负责人、雇员或公司的代理、或代表公司行事的股东，提起民事诉讼并处以最高 1 万美元的罚款。此外，在 SEC 提起的诉讼中，法院还可以判决追加罚款。追加的罚款不超过以下各项中较高者：① 被告违法所得金钱收益总额；② 指定限额的美元罚款。该指定限额的美元罚款基于违法情况的额外严重程度，对自然人，范围介于 5000~10 万美元，对任何其他人士，为 5 万-50 万美元。

一旦有迹象显示某公司（或某官员、负责人、雇员或公司代理或代表公司行事的股东）违反（或将要违反）反贿赂规定，首席检察官或 SEC 在适当的情况下，还可能提起民事诉讼，并禁止该公司开展任何活动。

其他政府行为

依据管理和预算办公室发布的指导方针，任何违反《反海外腐败法》的个人或公司均可能被禁止与联邦政府开展任何商业活动。仅遭到控告即可导致该个人或公司与政府开展业务的权利被中止。总统指示，如果某机构禁止、中止或以其他方式排除某方参与采购或非采购活动，则任何执行机构不得允许该方参与任何采购或非采购活动。

另外，任何被裁定违反《反海外腐败法》的个人或公司可能会被剥夺出口许可；SEC 可能会因违反《反海外腐败法》而中止或禁止某些人员从事证券业务并对此类证券业从业人员处以民事罚款；美国商品期货交易委员会与海外私人投资公司均可能会中止或禁止违反《反海外腐败法》的机构开展活动；违反《反海外腐败法》的规定而支付给外国政府官员的款项不可作为商业开支从税收中扣除。

私人起诉

依据《反犯罪组织侵入合法组织法》（RICO）或其他联邦或州立法的规定，违反《反海外腐败法》反贿赂规定的行为还可能引起私人起诉，要支付三倍赔偿金。例如，竞争对手可能会依据《反犯罪组织侵入合法组织法》提起诉讼，控告被告因行贿而赢得某项海外合同。

摘自反海外腐败法(FCPA)非专业人士指南，美国司法部，完全版本请见

<http://www.usdoj.gov/criminal/fraud/docs/dojdocb.html>

《反海外腐败法 FCPA》请见 <http://www.usdoj.gov/criminal/fraud/docs/statute.html>