



## 附件 1 采购条款及条件

- 接受。**本采购条款与条件及其中提及的所有文件（合称“订单”）是安马里罗齿轮（江苏）有限公司（“买方”）发出的购买产品（“产品”）及/或服务（“服务”，连同产品，合称“交付物”）的要约，具体如接收买方订单的个人或实体（“卖方”）所收到的买方采购订单中所描述。接受受限于订单条款。订单是规定买方购买交付物的唯一的协议条款与条件，并且取代所有先前或同期的条款与条件，无论是口头的或者书面的，也取代双方之间所建议的额外条款或者不同条款的所有其他沟通。由卖方提议的任何额外条款或者不同条款的建议，或者卖方企图对订单的任何规定进行任何程度的修改，在此一律视为重大变更，且一律对此反对且拒绝接受。卖方所提交的任何文件或表格的任何条款，均不得具有改变或者增补订单所包含的规定的效力。除非订单另有说明，卖方对订单的确认，产品的装运或者开始提供任何服务，应当构成卖方对订单的接受。
- 价格。**价格是卖方的现行价格或订单中规定的价格中的较低者，并且是固定的、稳定的且不得上涨。除非买方另有明确书面同意，否则价格包括所有税费（销售、使用、消费、特许权、从价税以及现在或将来征收的其他税费、关税、税和评估费）以及包装、搬运、储存费以及运输至买方指定交货地点的运输费。下订单后但付款前的任何降价将适用于订单。买方没有义务承担订单项下的任何最低采购量或未来采购义务。买方的预测、预估和类似预测不构成购买承诺。对于买方发出的订单中未明确涵盖的任何卖方成品、半成品或原材料，买方没有义务购买或以其他方式补偿卖方。如果卖方以更低的价格和/或更优惠的条款或条件向任何其他个人或实体出售或要约出售与交付物相同或相似类型的任何商品或服务，则卖方应向买方提供书面通知，卖方应立即向买方发出书面通知。买方应有权选择将该等更优惠的价格、条款和/或条件适用于该订单及之后的订单。
- 付款条款。**卖方应在产品或服务交付完成时或完成后的任何时间向买方开具发票。除非买方另行书面同意，否则买方应在其收到发票后的 90 天内向卖方支付所有正确的发票所载的金额，且不包括买方有争议的任何金额。在不损害买方可能拥有的任何其他权利或补救措施的情况下，买方保留随时用卖方欠付的任何款项抵销买方应付给卖方的任何款项的权利。
- 交付。**时间至关重要。除非买方另行书面同意，否则所有产品均按 DDP 交付至买方指定地点（《国际贸易术语解释通则 2020》）交付，所有权和灭失/损坏的风险应在该术语规定的时间和地点转移给买方。订单产品必须在要求的日期之前完整发货。卖方应按订单中指定的数量和日期交付产品。买方没有义务接受不及时、过量或不足交付产品，并且买方可以选择将该等产品全部或部分退回给卖方或留置，相关费用和风险均由卖方承担。
- 质保。**卖方保证交付物由其交付。质保期自交付物交付给买方后的三十六（36）个月或自交付给买方客户后的二十四（24）个月终止，以较晚发生者为准（“质保期”）。卖方保证（1）所有交付物目前和将来（a）完全符合买方提供或指定的规格、图纸、样品、质量、交付期限和描述；（b）在（i）材料和工艺及（ii）设计（除非设计由买方提供）上不存在缺陷；（c）具有适销性且适合合并以用于预期用途；（d）不存在任何留置权、索赔、担保权利或者其他权利负担；（e）不存在侵权或盗用任何第三方知识产权的索赔；并且（f）是依据所有交付物适用的外国、联邦、省、国家和地方的法律法规及要求，包括但不限于 REACH、RoHS 法规和第 65 号提案（“法律”）；和（2）卖方应（a）遵守所有适用的法律和买方的主合同（如有）；且（b）避免从事任何非法、不道德或欺骗性行为。在质保期内，卖方应在买方发出书面通知后不超过两（2）个工作日内采取一切必要措施，以减轻买方通知其的任何不合格项的后果，相关费用由卖方承担。卖方应在买方规定的期限内自费补救不合格项。对受缺陷影响的交付物进行任何更换或维修，即使是部分更换或维修，均应适用新的质保期，质保期自维修或更换相关交付物之日起二十四（24）个月。如果由于缺陷的性质必须将产品运至卖方场所方可矫正/更换缺陷，则卖方应在提供买方或买方客户（视情况而定）可能要求其提供的必要承诺或担保后，取回该等产品并自行承担费用。所有运输风险以及运费（包括应向买方要求的空运）、保险、海关、清关、运输、装卸和港口费用均应由卖方承担。即使在检查、测试、交付、接受、终止和付款后，以及在未能检验或测试或发现任何缺陷或其他不合格的情况下，所有质保仍旧有效。该等质保是对所有其他明示、暗示或法定保证的补充。卖方的任何试图拒绝、排除、限制或修改任何质保责任或者卖方的直接、偶然或后果性的损害赔偿行为均不得有任何效力。
- 验货。**所有交付物在任何合理的时间和地点，包括在生产过程中，均应当受到买方和/或买方的客户授权代表的检查和测试。买方保留全部或部分拒绝或撤销接受不符合订单要求的产品的权利，即使存在任何检验、测试、交付、接受和/或付款并且买方可以选择将该等产品退回给卖方，费用由卖方承担，或予以留置，风险和费用由卖方承担。
- 赔偿。**卖方应当为买方及其关联方以及各自的高管、董事、成员、经理、股东、雇员、客户、承继者和受让人提供辩护、赔偿并使其免受因下列各项而产生的损害，包括任何和所有索赔、要求、损害赔偿、损失、债务、诉讼、争议解决、判决、罚款、和解、处罚、费用和成本（包括但不限于全部律师费和诉讼成本以及执行订单项下任何赔偿权利的费用以及寻求任何保险提供者的费用），无论是直接的、间接的、附带的、后果性的或者其他性质的损失（以下合称为“索赔”）：（1）由下述情况引起或与之相关的损失（i）交付物（包括人身伤亡、财产损失）；（ii）实际或声称的作为、不作为、疏忽或不遵守订单或买方和卖方之间的任何其他协议；（3）任何召回；（4）实际或声称的对于任何知识产权的侵犯或盗用；（5）买方财产的损失或损坏；以及（6）卖方违反订单。未经买方事先书面的同意，卖方不得签署任何和解协议。该赔偿可以附加于卖方的保证义务之上。
- 知识产权。**卖方陈述并保证交付物的制造、销售、履行和使用不会侵犯任何专利、版权、商标、商业秘密、技术诀窍或其他知识产权或专有权利（“知识产权”）。如果所有或任何部分的产品被认为构成对一个专利的侵权并且/或者因任何原因而被禁止使用，卖方应自行承担费用，及时取得能够存在买方继续免许可使用费地使用该产品的权利，或者用令买方满意的、不存在侵权问题的质量和性能相同的产品替代该产品。
- 保险。**在订单有效期间及不少于之后的两（2）年的全部时间，卖方应当自行承担成本，按买方不时的指定购买完整且适当的保险，包括但不限于综合责任保险、财产损失保险等。卖方应在取消或实质性减少所需保险范围的生效日期前至少提前 30 天，向买方提供书面通知。在订单作出之前且在之后的任何时间经买方合理要求，卖方应向买方提供买方所合理要求的能够证明订单所要求的保险范围的保险凭证，连同其他文件。除非法律禁止，否则卖方应要求其保险公司放弃对买方的保险公司和买方的所有代位求偿权。
- 变更。**除非以书面形式签署并特别声明其修改订单，否则任何订单的任何变更对买方均不具有约束力。买方有权随时更改图纸、规格、质量、材料、包装、时间和交货地点以及运输方式，并且取消订单的全部或部分均不会负任何责任。如果这种变化导致费用或履行所需时间的增加或减少，则买方可以自行选择进行公平调整或如果调整不能达成一致的，终止订单。卖方必须在变更订单后的十天内提出调整索赔。卖方同意接受该等变更。
- 召回。**如果买方自行决定认为，或卖方或政府机构认为任何产品存在任何缺陷、不合格或不足从而需要开展市场行动、召回、类似或其他的行为（“召回”）以修理、更换或修复任何产品或者已经安装了产品的买方产品，卖方应对买方及其客户承担与上述事项相关的所有损害赔偿、费用和开支，包括但不限于律师费和诉讼费用。
- 不可抗力。**如果买方因超过其可以控制的原因，而无法接受/发运产品或服务或以其他方式履行订单项下的义务，则买方不应就该等无法收/交货或提供服务承担责任。
- 终止。**发生下列情形，买方有权随时终止订单的全部或者部分而无需承担责任：如果（1）卖方违反订单或未能在买方指定的时间交付产品或履行其服务；（2）卖方提出或出现针对卖方的任何法律项下的破产、资不抵债或重组的法律程序的申请；（3）卖方无力偿债或为其利益或向其债权人进行转让；（4）卖方或其任何主要资产被指定了清算接管人；（5）买方怀疑卖方的履约能力，并且卖方无法在收到买方的书面要求起的五天内向买方提供充分的履约保证；或（6）买方至少提前七（7）天向卖方发出书面通知。买方的权利和补救措施是累积的，而非排他性的，并且是法律规定、衡平法上或其他权利和补救措施之外的权利和补救措施。任何终止不会影响任何一方截至该等终止之日所累积的权利或义务。收到任何终止通知后，卖方应立即停止所有工作，除非通知另有指示。
- 财产。**任何财产的所有权和立即占有权，包括但不限于买方提供或支付的图案、工具、夹具、模具、设备和材料（“买方财产”），应始终是买方的专有财产。未经买方事先书面同意，卖方不得将由买方财产制成的物品提供给任何其他个人或实体。卖方应负责保留足够的记录并维护和保护买方财产，并应在买方要求时立即将买方财产归还买方。卖方放弃任何留置权或其他保留买方财产的权利，并且承认其根据要求归还买方财产的义务是无条件的。
- 审计。**买方及其指定人有权审核和检查卖方以及卖方的供应商的记录和设施，从而确认他们在订单项下的合规。
- 通知。**所有给买方的通知应当以书面形式作出。如通过专人寄送，一经送达即生效；如果通过邮资预付的挂号信邮寄，则必须要求寄送回执，并且视为在寄出后的第三天送达；如果通过全国认可的快递服务寄送，则视为在交付快递后的两个工作日送达，但等等快递服务应保留收件人的时间、地点和签收信息。在前述每种情况下，相关通知或通讯应当按照订单中规定的地址（或一方可能不时以书面形式指定的其他地址）作出。
- 信息。**买方在订单前后向卖方提供或披露的所有信息、文件、规格、建议、评论和数据（“信息”）现在和将来均属于买方的保密和专有信息，并应严格保密且仅为了履行订单而使用。此外，未经买方事先书面同意，卖方不得以任何方式宣传或公布其已向买方提供任何交付物或通过签订合同向买方提供任何交付物的事实。买方对信息并不作任何保证。排除任何关于买方提供的信息中存在的任何暗示性保证，包括任何关于适销性的保证和符合特定用途的保证。



18. **发票。**双方同意，对于任何交易，传真签名应被接受为原始签名，订单可以电子方式传输，并且根据订单创建的任何文件可以电子格式保存；其副本应被视为原件。任何一方均不得基于使用传真签名、电子订单或电子副本对任何订单或由此创建的任何文件的真实性提出任何异议。
19. **适用法律。**订单应适用中国法律并据其解释，不考虑任何法律冲突规则。双方同意将订单引起的或与订单有关的所有争议提交至买方所在地有管辖权的人民法院诉讼解决。
20. **其它。**买方的所有弃权均必须以书面形式作出。买方的任何延期行使或不行使其在订单项下的任何权利、权力或救济措施过程中的，均不得损害该等权利、权力或救济措施，或被视为对其中的任何即有或内在权利、权力和补救措施的放弃。未经买方事先书面同意，卖方不得转让买方在

任何订单或到期应付或即将到期应付的款项。如果订单中包含的任何一项或多项条款在任何方面无效、不合法或不可执行，则订单包含的其余条款的有效性、合法性或可执行性不应以任何方式受到影响或损害。某些依据其属性应当持续有效的条款应当在本条款终止或期满后仍然有效。订单中所包含的标题并不属于订单的组成部分，而仅供各方便阅读之用。如果订单的任何条款或规定在任何司法管辖区无效、不合法或不可执行，则该等无效、不合法或不可执行性不应影响订单的任何其他条款或规定，也不会使该等条款或规定在任何其他司法管辖区无效或不可执行。某些依据其属性应超出其条款范围的订单条款应在订单终止或到期后仍然有效。



## Annex 1 Terms and Conditions of Purchasing

1. **ACCEPTANCE.** These Terms and Conditions of Purchase and all documents referenced herein (collectively, the "Order") is an offer by Amarillo Gear (Jiangsu) Co., Ltd. ("Buyer") to purchase the goods ("Goods") and/or services ("Services" and together with the Goods, the "Deliverables") described in Buyer's purchase order from the person or entity to whom the purchase order is addressed ("Seller"). Acceptance is limited to the terms of the Order. The Order is the only terms and conditions which govern the purchase of Deliverables by Buyer and supersede all prior and contemporaneous terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the provisions of the Order is hereby deemed material and objected to and rejected. No terms of any document or form submitted by Seller shall be effective to alter or add to the provisions contained in the Order. Unless otherwise stated herein, Seller's acknowledgment of the Order, shipment of Goods or commencement of any Services shall constitute acceptance by Seller of the Order.
2. **PRICES.** The prices are the lower of Seller's prevailing prices or as stated on the Order and are otherwise fixed, firm and not subject to increase. Unless otherwise expressly agreed by Buyer in writing, the price includes all taxes (sales, use, excise, privilege, ad valorem, and other taxes, duties, tariffs and assessments now or hereafter imposed or levied) and charges for packing, hauling, storage and transportation to Buyer's designated point of delivery. Any price reduction subsequent to the Order but prior to payment will be applied to the Order. Buyer is not obligated to any minimum purchase or future purchase obligations under this Order. Forecasts, estimates and similar projections of Buyer are not purchase commitments. Buyer shall have no obligation to purchase or otherwise compensate Seller for any of Seller's finished products, work in process or raw materials, not expressly covered by an Order issued by Buyer. If Seller sells or offers to sell any goods or services of the same or similar type as the Deliverables at a lower price and/or on more favorable terms or conditions to any other person or entity, Seller shall provide written notice to Buyer, whereupon Buyer shall have the option to have such more favorable price, terms and/or conditions applied to this Order and Orders thereafter.
3. **PAYMENT TERMS.** Seller shall issue an invoice to Buyer on any time after the completion of delivery of Goods or Services. Unless otherwise agreed to by Buyer in writing, Buyer shall pay all properly invoiced amounts due to Seller within 90 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.
4. **DELIVERY.** Time is of the essence. Unless otherwise agreed by Buyer in writing, all shipments are DDP Buyer's designated facility (Incoterms 2020) and title and risk of loss/damage shall pass to Buyer at such time and place. The Order must be shipped complete for delivery by the date requested. Seller shall deliver Goods in the quantities and on the date(s) specified in the Order. Buyer shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may, at Buyer's option, be returned to Seller, or held for disposition, at Seller's expense and risk.
5. **WARRANTIES.** The Seller warrants the Deliverables delivered by it. The warranty period will end 36 (thirty six) months after delivery of the Deliverables to the Buyer, or 24 (twenty four) months from the delivery to the Buyer's customers, whichever is later ("Warranty Period"). Seller warrants that (I) all Deliverables are and will be (a) in full conformity with specifications, drawings, samples, quantities, delivery schedules, and descriptions furnished or specified by Buyer; (b) free from defects in (i) material and workmanship and (ii) unless design is provided by Buyer, design, (c) merchantable and fit and sufficient for the purposes intended; (d) free and clear of all liens, Claims, security interests or other encumbrances; (e) free of claims of infringement or misappropriation of any third party's intellectual property rights; and (f) produced or provided in compliance all applicable foreign, federal, provincial, state, and local laws and regulations as well as requirements and standards applicable to the Deliverables including without limitation REACH, RoHS and Prop. 65 ("Laws"); and (II) Seller shall (a) comply with all applicable Laws and Buyer's prime contract (if any); and (b) refrain from engaging in any illegal, unethical, or deceptive practices. During the Warranty Period, the Seller shall implement all necessary actions to mitigate the consequences of any non-conformity notified to it by the Buyer, at the Seller's expense and within a period not exceeding 2 (two) business days from the written notification sent by the Buyer. The Seller shall remedy the non-conformity, at its expense, within the timeframe set by the Buyer. Any replacement or repair, even partial, of the Deliverables affected by a defect shall give rise to the application of a new warranty period covering the Deliverables concerned for a period of 24 (twenty four) months from the date of the repair or replacement. In case the defects are of such nature that the Goods shall have to be taken to the Seller's premises for rectification/replacement of the defects, the Seller shall take those Goods at its own costs after giving necessary undertaking or security as may be required by the Buyer or Buyer's customers, as the case may be. All risks in transit and all expenses on account of freight (including dispatch by air freight at the Buyer's request), insurance, customs, clearance, transportation, handling, and port charges shall be borne by the Seller. All warranties shall survive inspection, testing, delivery, acceptance, termination and payment and failure to inspect, test or discover any defect or other nonconformance. These warranties shall be in addition to all other warranties, express, implied or statutory. NO ATTEMPT BY SELLER TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES OR SELLER'S LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.
6. **INSPECTION.** All Deliverables are subject to inspection and testing by authorized representative(s) of Buyer and/or Buyer's customers at all reasonable times and places, including during production. Buyer reserves the right to reject or revoke acceptance, in whole or in part, of Goods which fail to meet any requirement of the Order, notwithstanding inspection testing, delivery, acceptance and/or payment and such Goods may, at Buyer's option, be returned to Seller at Seller's cost or held for disposition at Seller's risk and expense.
7. **INDEMNIFICATION.** Seller, shall defend, indemnify and hold Buyer, its affiliates and their respective officers, directors, members, managers, shareholders, employees, customers, successors and assigns, harmless against any and all claims, demands, damages, losses, liabilities, lawsuits, dispute resolution, judgments, fines, settlements, penalties, costs and expenses including without limitation all attorneys' fees and litigation costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, whether direct, indirect, incidental, consequential, or otherwise (collectively, "Claims") arising out of relating to (i) the Deliverables (including death, injury and property damage); (ii) actual or alleged act, omission, negligence or failure to comply with the Order or any other agreement between Buyer and Seller; (iii) any Recall; (iv) actual or alleged infringement or misappropriation of any IP Right; (v) loss or damage to Buyer's Property; and (vi) Seller's breach of the Order. Seller shall not enter into any settlement without Buyer's prior written consent. This indemnification is in addition to the warranty obligations of Seller.
8. **INTELLECTUAL PROPERTY.** Seller represents and warrants that the manufacture, sale, performance and use of the Deliverables will not infringe any patent, copyright, trademark, trade secret, know how or other intellectual property or proprietary right ("IP Right"). If all or any portion of the Goods are held to constitute an infringement of a patent and/or their use is enjoined for any reason, Seller shall promptly, and at its own expense, either procure for Buyer the right to continue using such Goods royalty-free or replace such Goods to Buyer's satisfaction with non-infringing goods of equal quality and performance.
9. **INSURANCE.** Seller shall obtain and at all times in which the Order is in effect and for no less than two (2) years thereafter, maintain complete and appropriate insurance at its cost, including but not limited to comprehensive liability insurance, property damage insurance, etc. as designated by Buyer from time to time. Seller shall provide written notice to Buyer no less than 30 days prior to the effective date of cancellation or material reduction of any required insurance coverage. Prior hereto and at any time upon reasonable request, Seller shall provide certificates of insurance to Buyer along with other documentation as may be reasonably required by Buyer to evidence the insurance coverages required herein. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer.
10. **CHANGES.** No change to any Order is binding upon Buyer unless it is in a signed writing, and specifically states that it amends such Order. Buyer shall have the right at any time to make changes in drawings, specifications, quantities, materials, packaging, time and place of delivery, and method of transportation, and cancel an Order, in whole or in part, without liability. If any such changes result in an increase or decrease in the cost or the time required for performance, an equitable adjustment may be made by Buyer or Buyer may, at its option, terminate an Order if agreement on an adjustment cannot be reached. Claims for adjustment must be asserted by Seller within ten days of the change order. Seller agrees to accept any such changes.



11. **RECALL.** In the event that Buyer determines, in its sole discretion, or Seller or a governmental entity determines that any defect, nonconformance or deficiency in any of the Goods requires a field campaign, recall, similar or other action ("Recall"), to repair, replace or remediate any Goods or any of Buyer's products in which Goods are incorporated, Seller shall be liable to Buyer and its customers for all damages, costs and expenses with regard to the foregoing including, without limitation, attorneys' fees and court costs.
12. **FORCE MAJEURE.** Buyer shall not be liable for failure to take delivery of the Goods or to allow performance of the Services or to otherwise perform hereunder if such failure or inability is due to causes beyond Buyer's control.
13. **TERMINATION.** Buyer may terminate any Order, in whole or in part, without liability to Buyer at any time, if (i) Seller breaches the Order or fails to deliver the Goods or to perform the Services by the specified time; (ii) a petition initiating a proceeding under any applicable Law relating to bankruptcy, insolvency, or reorganization is filed by or against Seller; (iii) Seller is insolvent or executes an assignment for the benefit of creditors; (iv) a receiver is appointed for Seller or any substantial part of its assets; (v) Buyer is insecure with respect to Seller's ability to perform and Seller is unable to provide Buyer with adequate assurance of its ability to perform within five days after Buyer's request therefore; or (vi) Buyer provides no less than seven (7) days' written notice to Seller. Buyer's rights and remedies are cumulative, not exclusive and in addition to its rights and remedies at law, in equity or otherwise. No termination shall affect any accrued rights or obligations of either party as of the effective date of such termination. Upon receipt of notice of any termination, Seller shall, unless the notice directs otherwise, immediately discontinue all work.
14. **PROPERTY.** Title to and right of immediate possession of any property, including, without limitation, patterns, tools, jigs, dies, equipment and materials ("Buyer's Property") furnished or paid for by Buyer shall be and remain the sole property of Buyer. No articles made therefrom shall be furnished by Seller to any other person or entity without Buyer's prior written consent. Seller shall be responsible for maintaining adequate records and maintenance and protection of Buyer's Property and shall return Buyer's Property to Buyer immediately upon demand. Seller waives any lien rights or other rights to retain Buyer's Property and acknowledges that its obligation to return Buyer's Property upon demand is unconditional.
15. **AUDIT.** Buyer and its designees shall have the right to audit and inspect Seller and Seller's supplier's records and facilities to determine Seller's and its supplier's compliance with the Order.
16. **NOTICES.** All notices to Buyer be given in writing and will be effective upon personal delivery, on the third day after mailing if sent by certified mail, postage prepaid, return receipt requested, or two business days after deposit if sent by a nationally recognized courier service which maintains evidence of the time, place and receipt of delivery, and in each case if addressed as set forth in the Order (or such other addresses a party may designate in writing from time to time)
17. **INFORMATION.** All information, documents, specifications, suggestions, comments and data ("Information") heretofore or hereafter furnished or disclosed by Buyer to Seller is and shall remain the confidential and proprietary information of Buyer and shall be maintained in strict confidence and only used for purposes of fulfilling an Order. Further, Seller shall not in any manner advertise or publish the fact that it has furnished Buyer, or contracted to furnish Buyer, any Deliverables without the prior written consent of Buyer. BUYER MAKES NO WARRANTY WITH RESPECT TO INFORMATION. ANY IMPLIED WARRANTIES THAT MAY EXIST WITH RESPECT TO ANY INFORMATION PROVIDED BY BUYER, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.
18. **INVOICES.** The parties agree that for any transactions, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created pursuant to an Order may be maintained in electronic format; a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of any Order nor any document created thereto, based on the use of a facsimile signature, electronic order or the use of an electronic copy.
19. **GOVERNING LAW.** The Order shall be governed by and construed in accordance with the laws of China without regard to any rules on conflicts of laws. The parties agree to submit all disputes arising out of or in relation to the Order to the People's Court with jurisdiction where the Buyer is located for litigation.
20. **MISCELLANEOUS.** All waivers by Buyer shall be in writing. No delay or omission in the exercise of any right, power, or remedy of Buyer hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein. Seller shall not assign any Order or any monies due or to become due from Buyer without Buyer's prior written consent. In case any one or more provisions contained in an Order shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Provisions which by their nature should survive will remain in force after any termination or expiration. The section headings contained herein are not part of the Order and are included solely for the convenience of the parties. If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order.