

STANDARD+ PURCHASE ORDER TERMS AND CONDITIONS
标准+订单条款和条件

These Standard+ Purchase Order Terms and Conditions (“**Standard+ Terms and Conditions**”) shall apply to this Order. In the event this Order relates to the provision of services (Appendix A - Service) and/or equipment (Appendix B - Equipment). Supplier also agrees to comply with the supplemental terms contained in the applicable Appendices located at <http://www.qorvo.com/supplier-terms>. Where there is a conflict between these Standard+ Terms and Conditions, the applicable Appendices, and this Order, the order of priority shall be as follows: (1) this Order; (2) the applicable Appendices; and (3) these Standard+ Terms and Conditions. Capitalized terms not otherwise defined herein shall have the same meaning as assigned to them in the applicable Appendix. Together, this Order, all applicable Appendices, and these Standard+ Terms and Conditions are the “**Agreement**” between Qorvo and Supplier.

1. Definitions.

“**Counterfeit Product(s)**” means any Product(s), or any component of a Product, produced, altered, or otherwise misrepresented to resemble a Product, or any component of a Product, without authority or right to do so, including any Product that is produced, altered, mismarked or otherwise misrepresented to result in Qorvo being misled or defrauded through the presentation of such Product to Qorvo as original, new, genuine, authentic, or from a source other than an original component manufacturer (**OCM**) or its authorized distributor (**AD**) or authorized after-market manufacturer (**AAM**), as further described in Section 14. Alteration or misrepresentation includes the false identification of grade, serial number, lot number, date code, or performance characteristics.

“**Order**” means the purchase order issued by Qorvo and accepted by Supplier to which this Agreement applies.

“**Parties**” means Qorvo and Supplier.

“**Product(s)**” means the articles, materials, goods, components, parts, spare parts, rebuilds, consumables, supplies, items, software, equipment, and/or tools covered by this Agreement.

“**Qorvo**” means the Qorvo Entity identified on the face of this Order.

“**Qorvo Entity**” means Qorvo US, Inc. or one of its subsidiaries.

“**Service(s)**” shall refer to work, labor, installation, and services covered by this Agreement.

“**Specifications**” means Qorvo's required specifications including, but not limited to, designs, source inspection, acceptance criteria, installation, documentation, authenticity, quality, and other requirements that may be assigned to this Order.

本标准+订单条款和条件 (“**标准+条款和条件**”) 应适用于本订单。如果本订单涉及提供服务 (附件 A - 服务) 和/或设备 (附件 B - 设备)。供应商还同意遵守适用的附件中包含的补充条款, 该等附件见于 <http://www.Qorvo.com/supplier-terms>。本标准+条款和条件、适用的附件以及本订单之间发生冲突时, 其优先适用顺序如下: (1) 本订单; (2) 适用的附件; 及 (3) 本标准+条款和条件。在本协议中未另行定义的专门术语应具有适用的附件中赋予其的相同含义。本订单、所有适用的附件以及本标准+条款和条件整体构成Qorvo与供应商之间的“**协议**”。

1. 定义。

“**假冒产品**”指在未获得授权或权利的情况下, 为了仿造产品或产品的任何部件而生产、篡改或以其他方式不实陈述的任何产品或产品的任何部件, 包括因将该等产品作为原装、全新、真实、正宗的产品展示给Qorvo而导致Qorvo遭受误导或欺骗时所生产、篡改、错误标记或以其他方式不实陈述的任何产品, 或来自于除原始部件制造商 (**OCM**) 或其授权经销商 (**AD**) 或授权售后市场制造商 (**AAM**) 之外来源的任何产品, 如第 14 条进一步详述。篡改或不实陈述包括对级别、序列号、批号、日期代码或性能特点的虚假认同。

“**订单**”指适用本协议的、由Qorvo签发并由供应商接受的订单。

“**双方**”指Qorvo和供应商。

“**产品**”指本协议涵盖的物品、材料、货物、部件、零件、备件、改造、消耗品、供制品、物件、软件、设备和/或工具。

“**Qorvo**”指在本订单中确定的Qorvo实体。

“**Qorvo 实体**”指Qorvo US, Inc.或其任何子公司。

“**服务**”指本协议涵盖的工作、劳力、安装和服务。

“**规格**”指Qorvo要求的规格, 包括但不限于设计、源头检验、验收标准、安装、文档、真伪、质量以及可能纳入本订单的其他要求。

“**供应商**”指本订单项下产品和/或服务的供应商, 还应包括供应商的分包商和向供应商提供产品或为供应商或代表供应商开展任何类型的工作的任何其他主体或实体。

“Supplier” means the supplier of Product(s) and/or Service(s) under this Order and shall also include Supplier’s subcontractors and any other person or entity providing products to or performing any type of work for or on behalf of Supplier.

2. **Order Acceptance.** Unless otherwise agreed to in writing between the Parties, this Agreement is the entire agreement between the Parties regarding Product(s) and/or Service(s) covered by this Order. Supplier may accept this Order by: (a) delivering to Qorvo Supplier’s acknowledgment of acceptance and/or entry of this Order; or (b) by commencement of performance of Supplier’s obligations hereunder. Any terms and conditions proposed in Supplier’s quotation, proposal, acceptance, or acknowledgment of this Order, or in Supplier’s associated invoice, which add to, vary from, or conflict with the terms herein are hereby rejected, unless expressly agreed to in writing by Qorvo’s authorized representative. To the extent that terms appearing on the face of this Order are inconsistent with those set forth herein, the terms on the face of this Order shall prevail. The Parties agree that TIME IS OF THE ESSENCE with respect to performance of each of the Parties’ obligations under this Agreement. Supplier’s commencement of performance or acceptance of this Order in any manner shall constitute a representation by Supplier that Product(s), including components of Product(s), have been and shall be obtained solely from an OCM or its AD or AAM, as further described in Section 14.
 3. **Prices.** Supplier agrees that the prices set forth on the face of this Order are firm and are not subject to increase. The acceptance of this Order constitutes a warranty that the prices to be charged for Product(s) or Service(s) ordered therein are not more than prices charged to other customers for the same or like products and services in similar quantities.
 4. **Invoices and Payment.** Invoices shall contain the following information: Order number, item number, description of Product(s) and/or Service(s), sizes, quantities, unit prices, and extended totals. Payment of an invoice shall not constitute acceptance of Product(s) and/or Service(s) and shall be subject to adjustment for errors, shortages, defects in the Product(s) and/or Service(s), or other failure of Supplier to meet the requirements of this Order. Unless otherwise stated on the face of this Order, payment is due net sixty (60) days after receipt of correct invoice or acceptance of all Product(s) and/or Service(s), whichever is later. Qorvo may at any time set off any amount owed by Qorvo to Supplier against any amount owed by Supplier to Qorvo or any Qorvo Entity. Any Qorvo directed expense or travel reimbursements set forth in an Order, if
2. **接受订单。**除非双方另有书面约定，本协议为双方就本订单所涵盖的产品和/或服务达成的完整协议。供应商可通过以下方式接受本订单：(a) 向 Qorvo 交付供应商接受本订单的确认和/或订单登记确认；或 (b) 通过开始履行供应商在本订单项下的义务。除非经 Qorvo 授权代表明确书面同意，供应商对本订单的报价、建议、接受或确认文件中或供应商的相关发票中包含的对本标准+条款和条件的增加、修改或与其相冲突的任何条款和条件，Qorvo 特此拒绝。如果本订单中载明的条款与此处所述的条款不一致，则以订单中载明的条款为准。各方同意，时间是履行每一方在本协议项下义务的关键。供应商以任何方式开始履行或接受本订单的行为应被视为供应商作出以下陈述：产品（包括产品部件）已经且应该仅从 OCM 或其 AD 或 AAM 获得。如第 14 条进一步详述。
 3. **价格。**供应商同意，本订单载明的价格为固定价格，不得增加。供应商接受本订单构成其对下列事项的保证：对本订单中订购的产品或服务收取的金额不得超过就数量类似的相同或相似产品和服务向其他客户收取的金额。
 4. **发票和付款。**发票应包括下列信息：订单号、项目编号、产品和/或服务描述、尺寸、数量、单价和合计价格。根据发票作出的支付不得构成对产品和/或服务的接受，且应根据产品和/或服务的错误、短缺、缺陷或供应商未能满足本订单要求的其他情况进行调整。除非本订单另行规定，否则 Qorvo 应在收到正确无误的发票或接受全部产品和/或服务（以较晚发生者为准）后的六十（60）日内完成付款。Qorvo 可在任何时候将其应付供应商的任何款项与供应商应付 Qorvo 或任何 Qorvo 实体的任何款项相抵销。订单中规定的任何 Qorvo 指示性费用或差旅报销，在获得 Qorvo 事先批准的情况下应由 Qorvo 支付。

preapproved, shall be paid by Qorvo.

5. **Taxes.** Supplier is responsible for all applicable taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof) on sales of the Product(s) and/or Service(s), and sales, use, transfer, or value added tax or any other duties or fees related to any payment by Qorvo to Supplier for Product(s) and/or Service(s) provided to Qorvo pursuant to this Agreement. Any fees intended to be paid by Qorvo shall be included in the quoted price of the Product(s) and/or Service(s). If Qorvo provides a direct pay certificate, certification of an exemption from tax for a specific Product or Service, or reduced rate of tax imposed by an applicable taxing authority, then Supplier agrees not to invoice for any such tax unless and until the applicable taxing authority assesses such tax, at which time Supplier shall invoice and Qorvo agrees to pay any such tax that is legally owed. Qorvo shall withhold taxes as required under applicable law on payments made to Supplier, except for taxes on Supplier's income, and shall be required to remit to Supplier only the net amount after such withholdings.
6. **Packaging; Shipping and Freight; Title and Risk of Loss.**
 - a. **Packaging.** Product(s) shall be prepared for shipment in a manner that is in accordance with standard commercial practice and Qorvo Specifications, adequate to: (i) ensure safe arrival of the Product(s) at the designated destination; (ii) provide protection against physical damage resulting from transport and storage conditions encountered during delivery; (iii) ensure the physical integrity and security of Product(s) against the unauthorized introduction of harmful or dangerous materials; and (iv) secure the lowest transportation rates. Electrostatic discharge (**ESD**) sensitive materials will be appropriately packaged. Supplier shall mark all containers with necessary lifting, handling and shipping information, Order number(s), number of total boxes (e.g., 1 of 12), date of shipment, and, if applicable, the name of the consignee and consignor. An itemized packaging slip must accompany each shipment that includes, at a minimum, the number and weight of the containers in the shipment, Order number, Supplier part number or other description of the contents, quantity shipped, industry standard bar coding, and, if applicable, Qorvo's tool ID.
 - b. **Shipping and Freight.** Unless otherwise specifically provided on the face of this Order, Product(s) shall be delivered **DDP** (Incoterms 2020), to Qorvo's destination specified on this
5. **税金。** 供应商应承担任何政府部门（或其下属分支机构）就产品和/或服务的销售征收或收取的所有适用的税项、收费、费用、征费或其他税额，以及与 Qorvo 向供应商支付的本协议下供应商提供的产品和/或服务的任何款项相关的营业税、使用税、转让税、增值税或任何其他税款或费用。Qorvo 应支付的任何费用应包含在产品 and/或服务的报价中。如果 Qorvo 提供相关税务机关就特定产品或服务出具的直接付税证明、免税或减税证明，则供应商同意不就任何该等税项开具发票，除非且直到相关税务机关评定该等税项，届时供应商应开具发票且 Qorvo 同意支付依法应缴纳的任何该等税项。Qorvo 应按适用法律规定代扣代缴供应商应付的税项（供应商所得税除外），并应向供应商汇付代扣代缴后的净额。
6. **包装；运输及运费；所有权和损失风险。**
 - a. **包装。** 产品应以符合标准商业惯例和 Qorvo 规格的方式准备发货，并保证足以（i）确保产品安全到达指定地点；（ii）提供保护以防止因交付过程中的运输和存储条件而造成物理损害；（iii）确保产品的物理完整性和安全性以防止在未经授权的情况下混入有害或危险材料；及（iv）获取最低运费。静电放电（ESD）敏感材料应进行适当包装。供应商应在所有集装箱上标明必要的起重、搬运和装运信息、订单号、总件数（如 12 件中的第 1 件）、装运日期，以及收货人和发货人（如适用）的名称。每批装运货物必须随附分项装箱单，其中至少包括装运货物集装箱的数量和重量、订单号、供应商部件号或其他装运内容说明、装运数量、行业标准条形码，以及 Qorvo 的工具识别码（如适用）。
 - b. **运输与运费。** 除非本订单另行特别规定，产品应以 **DDP**（《2020 年国际贸易术语解释通则》）交付至订单指定的 Qorvo 目的地。供应商或承运人向 Qorvo 开具的任何运费发票将转计入供应商账下或由供应商支付。发往美国的国际运输货物的商业发票必须列明美国海关关税编码（HTS#）。供应商同意采取 Qorvo 可能要求的合理措施，确保所有装运的货物不会在未经授权的情况下混入有害或危险材料，从而保证其物理完整性和安全性。上述措施包括但不限于对生产、包装、运输区域的物理安全防护，限制未经授权的人员进入上述区域，对人员进行审查，以及拥有一套保护货物完好无损的流程。

Order. Any freight charges invoiced to Qorvo, either by Supplier or the carrier, will be charged back to or paid by Supplier. International inbound shipments to the United States must list the harmonized tariff schedule of the United States (HTS#) on the commercial invoice. Supplier agrees to take such reasonable measures as may be required by Qorvo to ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous material. Such measures may include, but not be limited to, physical security of manufacturing, packaging and shipping areas, restrictions on access of unauthorized personnel to such areas, personnel screening, and maintenance of procedures to protect the integrity of shipments.

- c. **Title and Risk of Loss.** Notwithstanding any prior inspections, and irrespective of the Incoterm point named herein, Supplier shall bear all risks of loss, damage, and destruction to the Product(s) until final acceptance by Qorvo at the destination specified on the face of this Order. Further, Supplier shall bear all risk of loss with respect to any Product(s) rejected by Qorvo or for which Qorvo has revoked its acceptance, from the time of such rejection or revocation. Title to and risk of loss of the Product(s) shall pass to Qorvo upon final acceptance.

7. **Delivery.**

- a. **On-Time Delivery.** The Parties agree that deliveries must be received in the exact quantities and at the destination(s) on the scheduled delivery date, specified on this Order. Supplier shall confirm the delivery date specified on this Order within three (3) days of receipt of this Order and failure to do so shall be deemed acceptance of the delivery date. Revised delivery dates are only valid if Qorvo issues a revised Order. No partial, incomplete, or early delivery shall be made without Qorvo's prior written consent. Qorvo will only pay for the maximum quantities ordered. Over shipments will be returned to Supplier at Supplier's risk and expense.
- b. **Supplier's Inability to Deliver.** Supplier shall promptly notify Qorvo, in writing, of any delay or potential delay in the timely performance of this Agreement. Such notice shall include: (i) identification of Product(s) and/or Service(s) that will be delayed; (ii) anticipated duration of the delay; (iii) cause(s) of the delay; (iv) remedial actions of Supplier to minimize or eliminate the delay; and (v) proposed new delivery date. Qorvo shall have the right, at its sole option, to

- c. **所有权和损失风险。** 尽管存在任何预先检验，且不考虑本订单中指定的国际贸易术语，在 Qorvo 于本订单中指定的目的地最终接受产品之前，供应商应承担产品遭受损失、损害和破坏的全部风险。此外，供应商应自 Qorvo 拒收或撤销其对任一产品的接受时起承担该等拒收或撤销接受产品相关的一切损失风险。产品的所有权和损失风险应在最终验收通过时转移至 Qorvo。

7. **交付。**

- a. **准时交付。** 双方同意，供应商必须在本订单中指定的预定交付日和目的地按照准确的数量将交付物交付至 Qorvo。供应商应在收到本订单后的三（3）日内确认本订单规定的交付日，未确认交付日应被视为接受该交付日。对交付日的修改只有在 Qorvo 发出修改后的订单时方有效。未经 Qorvo 事先书面同意，不得部分、不完整或提前交付。Qorvo 将仅就其所订购的最大数量货物进行支付。超额装运的货物将退回供应商，并由供应商承担风险和费用。
- b. **供应商无法交付。** 如供应商迟延履行本协议或有迟延履行本协议的潜在可能性，供应商应以书面形式立即通知 Qorvo。该等通知应包括：（i）确定延迟交付的产品和/或服务；（ii）延迟的预期持续时间；（iii）延迟发生的原因；（iv）供应商为最大程度地减少或消除延迟所采取的补救措施；及（v）拟议的新交付日。Qorvo 有权自行决定接受或拒绝拟议的新交付日。如果 Qorvo 接受拟议的新交付日，供应商应加速交付延迟的产品或服务，并支付所有加速履约成本。
- c. **延误的补救措施。** 如果发生延迟交付，除 Qorvo 在法律上、衡平法上或在本协议项下可获得的任何其他权利或救济之外，Qorvo 可自行选择：（i）取消

accept or reject the proposed new delivery date. In the event Qorvo accepts the proposed new delivery date, Supplier will expedite the delayed Product(s) or performance of Service(s) and will pay all expediting costs.

- c. **Remedies for Delay.** In the event of delay, in addition to any other rights or remedies available to Qorvo at law, in equity, or under this Agreement, Qorvo may, at its sole option: (i) cancel the entire Agreement or that part of this Order not delivered; (ii) require Supplier to ship Product(s) not delivered on time through any expedited channel necessary with Supplier paying any extra cost; or (iii) collect as liquidated damages and not as a penalty, one percent (1%) of the purchase price of the delayed Product(s) and/or Services for each calendar day of delay, computed from the delivery date, up to a maximum of twenty percent (20%) of this Order. Qorvo may enforce collection of any such liquidated damages by way of setoff, credit against future invoices or any other method allowed by law.
8. **Record Retention.** Supplier will keep complete and accurate records of all matters relating to its performance under this Agreement. Supplier will retain all financial, quality, and reliability records relating to this Agreement for at least five (5) years from the date of creation or longer if required by applicable law, local regulation, or by a specific term of this Agreement.
9. **Right to Audit.** Supplier agrees that Qorvo may, with advanced notice, audit Supplier's records in order to verify Supplier's compliance with this Agreement. Such audit shall be at Supplier's expense if a material overpayment by Qorvo is revealed. Supplier shall promptly pay to Qorvo such overpayment and the cost of the audit, if applicable.
10. **Inspection.** Supplier shall maintain an inspection system or method acceptable to Qorvo covering all Product(s) and/or Service(s) ordered hereunder and shall keep records applicable thereto available for review by Qorvo during the performance of this Agreement, such longer period as may be specified in this Agreement, or as otherwise required by law. All Product(s) ordered hereunder, and all components thereof (including raw materials and intermediate assemblies), are subject to inspection and test by Qorvo at any time (including the period of manufacture) and place (including the premises of Supplier and Supplier's subcontractors) prior to acceptance. Supplier shall provide, without additional charge, all reasonable facilities and assistance for such inspection and test by Qorvo. In addition, all Product(s) and/or Service(s) ordered hereunder are subject to final inspection and

本协议项下的全部产品和/或服务或本订单项下未交付的部分产品和/或服务；(ii) 要求供应商通过任何必要的加速履约渠道交付未按时交付的产品，并由供应商需支付任何额外费用；或 (iii) 自交付日起每个日历日收取延迟交付产品和/或服务购买价格的百分之一 (1%) 作为违约金 (并非罚金)，但最高不超过本订单金额的百分之二十 (20%)。Qorvo 可通过抵销、抵扣未来发票金额或法律允许的任何其他方式强制收取任何该等违约金。

8. **记录保留。** 供应商应就所有与其履行本协议相关的事项保留完整准确的记录。供应商将保存与本协议相关的所有财务、质量和可靠性记录，保存时间为自该记录创建之日起至少五 (5) 年，或者适用法律、当地法规或本协议的特定条款要求的更长时间。
9. **审计权。** 供应商同意，Qorvo 可在提前通知的情况下审计该等记录，以便核实供应商对本协议的遵守情况。如果审计显示 Qorvo 存在较大金额的超额付款，供应商应承担该等审计的费用。供应商应及时向 Qorvo 支付该等超额款项及审计费用。
10. **检验。** 供应商应就本协议项下订购的全部产品和/或服务设置可为 Qorvo 接受的检验机制或方法，并应保存相关记录，以供 Qorvo 在本协议履行期间、本协议或法律另行规定的更长时间内审阅。Qorvo 可在验收之前的任何时间 (包括生产期间) 和地点 (包括供应商和供应商的分包商的场所) 检验和测试在本标准+条款和条件项下订购的所有产品及其所有部件 (包括原材料和半成品)。供应商应为 Qorvo 的该等检查和测试提供所有合理的设施和协助，且不收取额外费用。此外，即便 Qorvo 已预先付款，或在货源地或其他地方进行过任何事先检测，在本标准+条款和条件项下订购的全部产品和/或服务将由 Qorvo 在收到后的合理时间内在 Qorvo 的场地进行最终验收。Qorvo 接受任何产品或服务不得被视为改变或影响供应商的义务或供应商保证项下 Qorvo 的权利，也不得被视为 Qorvo 豁免任何产品或服务

acceptance at Qorvo's premises within a reasonable time after receipt, despite any prior payment or prior inspection at the source or elsewhere. Acceptance of any Product(s) or Service(s) by Qorvo shall not be deemed to alter or affect the obligations of Supplier or the rights of Qorvo under Supplier's warranties, or to waive any latent defect.

11. **Adverse Event or Delay; Allocation.** Supplier agrees to notify Qorvo immediately of any actual or potential event or situation affecting Supplier or its business (including but not limited to material or transportation shortages) which might adversely affect Supplier's timely and full performance of this Agreement; however, no such notification shall affect Supplier's obligation of full performance of this Agreement. In such an event or situation, Supplier shall provide Qorvo priority allocation of available resources to fulfill their obligations under this Agreement.

12. **Order Changes.** Qorvo shall have the right to, at any time, make changes to this Order, including changes to: (a) drawings, designs, or Specifications, (b) method of shipping or packaging, (c) place of inspection, delivery, or acceptance, (d) quantities, (e) price, and (f) delivery schedule, including cancellation of all or part of this Order. Any such change made outside lead time as specified on this Order and prior to the scheduled delivery date of any affected Product(s) shall be without any liability or penalty to Qorvo. If the change is made within lead time specified on this Order and an actual increase or decrease in the cost or time required for performance of this Agreement results from a Qorvo change, an equitable adjustment in the cost or time required for performance shall be made. Any claim by Supplier for adjustment must be made in writing and received within thirty (30) days from Qorvo's notice of such change. Supplier's failure to submit a claim for adjustment within such time shall constitute an unconditional waiver by Supplier of any claim for damages or losses of any nature arising from such change. Qorvo's maximum liability on any claim of any kind for any loss or damage in connection with or resulting from changes to this Order, shall not in any circumstance exceed the purchase price allocable to the Product which gives rise to the claim. Qorvo shall not be liable for penalties of any description.

13. **Product Change, Product Discontinuance, Service and Support.**

a. **Product Change.** Supplier will not make changes to Product(s) or changes to the processes, Bill of Material (BOM), design, tools, subcontractors or sub-tier suppliers, or locations used to manufacture, assemble, or package the Product(s) without Qorvo's prior written approval.

务的潜在缺陷。

11. **不良事件或延误；分配。**如果实际出现或可能出现任何影响供应商及其业务的事件或情况（包括但不限于材料短缺或运输能力不足），且该等事件或情况可能对供应商及时全面履行本协议产生不利影响，供应商同意立即通知 Qorvo；但是，任何该等通知不得影响供应商全面履行本协议的义务。在这种事件或情况下，供应商应将可用资源优先分配给 Qorvo，以履行其在本协议下的义务。

12. **订单变更。**Qorvo 有权在任何时候修改本订单，包括更改（a）图纸、设计或规格，（b）装运或包装方式，（c）检验、交付或验收地点，（d）数量，（e）价格，和（f）交付时间表，包括全部或部分取消本订单。在本订单规定的备货周期之外且在相关产品预定交付日之前进行的任何该等变更，Qorvo 不承担任何责任或处罚。如果在本订单规定的备货周期内作出变更，且供应商履行本协议所需费用或时间实际增加或减少，则应对履行所需费用或时间作出公允调整。供应商提出调整的主张必须以书面形式作出，并在 Qorvo 通知该等变更的三十（30）日内送达 Qorvo。如供应商未能在该等时间内提交调整主张，应构成供应商无条件放弃就该等变更所导致的任何性质的损害或损失提出任何主张的权利。Qorvo 对于与本订单变更相关或由本订单变更引起的任何损失或损害承担的最大责任在任何情况下均不得超过导致该等权利主张对应产品的购买价格。Qorvo 不承担任何形式的处罚。

13. **产品变更；产品停产；服务和支持。**

a. **产品变更。**未经 Qorvo 事先书面同意，供应商不得对产品作出变更，亦不得对生产工艺、物料清单（BOM）、设计、工具、分包商或次级供应商，或产品制造、组装或包装地点作出变更。Qorvo 可能会要求额外的时间以完成拟议变更的资格确认，供应商必须在变更实施时间表中考考虑该种可能发生

Qorvo may request additional time to complete qualification of a proposed change, and Supplier must allow for this contingency in its change implementation timing. Supplier will provide Qorvo a minimum of one-hundred eighty (180) days prior written notice via a product change notice (**PCN**) of any intent to change: (i) the design, content, materials, form, fit, or function of any Product; (ii) the location of manufacture, assembly, or packaging of any Product; or (iii) the part number(s) of any Product. Such PCN will, at a minimum, describe the nature of the proposed changes, including the affected Qorvo part numbers, reasons for the changes, anticipated schedule for implementation of the changes, and other relevant technical and logistic considerations, including without limitation quality and reliability data to the extent available. If Qorvo provides written acceptance of Supplier's intended change, Supplier may make the change(s) and begin to ship modified Product(s) once they have been qualified. Supplier is responsible for all direct and indirect costs, damages, losses, and expenses ("**Damages**") incurred by Qorvo or its customers that are caused by Supplier's failure to follow the PCN provisions of this Section 13a. Damages include, without limitation, costs of inspection, storage, shipping, reinstallation, expediting, product recalls, stop of line, plant closures, lost profits, and any injuries to person or property.

- b. **Discontinued Product.** If Supplier intends to stop offering any Product or spare parts for the Product for sale to Qorvo for any reason ("**Discontinued Product**"), Supplier will give Qorvo a minimum of twelve (12) months prior written notice. If Supplier is the only Qorvo-qualified source of the Discontinued Product, a minimum of eighteen (18) months prior written notice ("**End of Life Period**") of the last possible order date is required. During the End of Life Period, Qorvo (i) will provide Supplier with a forecast of anticipated demand for the Discontinued Product and a final lifetime-buy volume forecast; and (ii) may continue to place Orders for Discontinued Product until the last possible order date, with delivery not to exceed twelve (12) months from the last order date. Additionally, if Supplier is the only Qorvo-qualified source of the Discontinued Product, or if Qorvo's supply would experience capacity issues, then at Qorvo's request, Supplier will assist Qorvo in making alternative supply arrangements for the manufacture and supply of the Discontinued Product, including by granting a

的情况。供应商应至少提前一百八十 (180) 日通过发送产品变更通知 (PCN) 的形式向Qorvo发出书面通知, 告知其如下产品变更意图: (i) 变更该等产品的设计、内容、材料、形式、适用性或功能; (ii) 变更任何产品的生产、组装或包装的地点; 或 (iii) 变更任何产品的零件编号。该等变更通知应至少描述拟议变更的性质, 包括受影响的Qorvo零件号、变更的原因、变更实施的预期进度及其他相关技术和物流方面的考虑因素, 包括但不限于可获得的质量和可靠性数据。如果Qorvo以书面形式接受供应商拟议的变更, 供应商可以进行该等变更, 并在变更后且产品获得确认后开始装运该等产品。供应商应负责承担由于其未能遵守本第13 a条的变更通知规定而给Qorvo或其客户造成的所有直接和间接费用、损害、损失和支出 ("**损害赔偿**"). 损害赔偿包括但不限于检验、存储、运输、重新安装、催货、产品召回、停线、工厂关闭、利润损失以及任何人身伤害或财产损失相关费用。

- b. **停产产品.** 如果供应商由于任何原因计划停止向Qorvo销售任何产品或备件 ("**停产产品**"), 供应商应至少提前十二 (12) 个月书面通知Qorvo。如果供应商是Qorvo就停产产品的唯一合格供应商, 则需至少提前十八 (18) 个月 ("**生产终期**") 就最后可下订单日期书面通知Qorvo。在生产终期, Qorvo (i) 将向供应商提供其对停产产品的预期需求以及最终购买量预测; 及 (ii) 可继续下订单订购停产产品, 直至最后可下订单日期, 交货时间不超过最后订单日期起的十二 (12) 个月。此外, 如果供应商是Qorvo就停产产品的唯一合格供应商, 或者如果Qorvo的供应商将遇到产能问题, 经Qorvo要求, 供应商将协助Qorvo为生产和供应停产产品作出替代性供应安排, 包括授权许可Qorvo和一家共同同意的第三方制造商仅向Qorvo供应停产产品以支持其客户需求。供应商应向第三方制造商交付生产并向Qorvo供应停产产品所需的所有材料、设计、图纸和文档, 并应就使用、复制、修改、展示、执行、制造或促使他方制造、销售、要约销售、进口、以其他方式处置并经销停产产品和/或由此衍生的其他零件和产品所需的供应商知识产权及所有其他相关技术授予该等制造商一项永久性、不可撤销、世界范围内、非独占性、免许可使用费、全额付清、可再许可、可转让的许可, 前述许可仅用于向Qorvo供应停产产品以支持其客户需求之目的。为本第13 b条之目的, 如果销售、使用或以其他方式经销在本协议项下供应给Qorvo的停产产品需要第三方知识产权, 则供应商的知识产权包括供应商对第三方知识产权所享有的任何权利。如果供应商无法转让该等在第三方知识产权上的权利

license to Qorvo and a mutually agreed third-party manufacturer for supply of the Discontinued Product solely to Qorvo to support its customers. Supplier will deliver to the third-party manufacturer all materials, designs, drawings, and documentation necessary to manufacture and supply the Discontinued Product to Qorvo and will grant to such manufacturer a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid up, sublicensable, transferable license to Supplier's intellectual property rights and all other relevant technology, necessary to use, reproduce, modify, display, perform, make or have made, sell, offer to sell, import, otherwise dispose of and distribute the Discontinued Product and/or other parts and products derived therefrom solely for supply to Qorvo to support its customers. For purposes of this Section 13b, Supplier's intellectual property rights include any rights Supplier has obtained to the intellectual property of third parties, to the extent that such rights are necessary for the sale, use, or other distribution of the Discontinued Product(s) supplied to Qorvo under this Agreement. If Supplier is unable to transfer or sublicense those rights to third party intellectual property, then Supplier will assist Qorvo, at Qorvo's request and cost, to obtain the necessary rights from the third party. Supplier agrees that (i) Qorvo would be irreparably harmed by Supplier's failure to fulfill its obligations under this Section 13b, (ii) money damages would not adequately compensate Qorvo for such harm, and (iii) Qorvo is entitled to injunctive relief to prevent any threatened or continued breach of this Section 13b and to specifically perform this Section 13b, in addition to all other remedies to which Qorvo may be entitled to at law or in equity. Supplier hereby waives any right to contend that Qorvo would not be irreparably harmed, would have an adequate remedy at law, is not entitled to specific performance of this Section 13b, and that a bond is necessary. Supplier will make available spare parts, repair services, documentation, and software updates and/or configuration support for a period of seven (7) years after notice of Product(s) discontinuance, unless a longer period is specified in writing, in which case that longer period shall apply.

14. Warranty.

- a. Supplier represents and warrants to Qorvo as follows: (i) Supplier has good and marketable title to the Product(s) (including Equipment) and Service(s) (including its Work Product, as applicable); (ii) Supplier has in place, and shall maintain in place throughout the duration of this

或进行再许可，那么，应Qorvo要求且在其承担费用的情况下，供应商将协助Qorvo从第三方获得必要的权利。供应商同意，(i) 供应商未能履行其在本第13 b条项下的义务将对Qorvo造成不可弥补的损害，(ii) 金钱赔偿将不足以补偿Qorvo受到的该等损害，以及(iii) 除Qorvo在法律上或在衡平法上有权享有的所有其他救济之外，Qorvo有权获得禁令救济以阻止供应商潜在的或持续的违反本第13 b条的任何行为，并实际履行本第12 b条的约定。供应商特此放弃如下权利：声称Qorvo (1) 不会受到无可挽回的损害，(2) 在法律上有足够的补救措施，(3) 无权享受对本第13 b条的实际履行，以及(4) 需要提供保证金。在产品停产通知后七(7)年内(如果以书面形式约定了更长的期限，则应适用该等更长期限)，供应商应继续提供备件供应、修理服务、文档和软件更新和/或配置支持。

14. 保证。

- a. 供应商向Qorvo陈述并保证如下：(i) 供应商对产品(包括设备)和服务(包括其工作成果，如适用)拥有有效且可转让的所有权；(ii) 供应商应设立并在本协议期限内维持书面政策和程序，以充分防止或发现并消除向Qorvo交付的任何产品中的

Agreement, written policies and procedures to adequately preclude, or detect and remove, Counterfeit Product(s) from any deliveries to Qorvo; (iii) all Product(s) provided will only be genuine and new and sourced from an OCM or its AD or AAM, and will not be used or refurbished, unless the Order expressly permits the purchase (a) from another source; or (b) of used or refurbished products; (iv) unless otherwise specified on this Order, Supplier warrants that all Product(s) delivered shall (a) strictly conform to all designs, Specifications, drawings, samples or other descriptions furnished by Supplier and Qorvo hereunder, (b) be free from all defects, including but not limited to design, material, and workmanship, and (c) be authorized by the manufacturer, for the time period referenced below; (v) spare parts, repair services, documentation, and training will be available for a period of seven (7) years from the date of shipment at Supplier's then-current price, less applicable discounts; (vi) Product(s) acquired by Supplier from a third party authorized by Qorvo shall be subject to all warranties made by such third party and such warranties shall be assigned for the benefit of Qorvo; (vii) Service(s) shall be performed (a) in accordance with Qorvo's Specifications; and (b) in a professional manner, as authorized by the manufacturer, using the highest standards of workmanship, care, good faith, and integrity; (viii) Supplier possesses full power and authority to enter into this Agreement and to carry out its obligations hereunder and to do so without liability to any third party; (ix) all Work Product will conform to, and perform in accordance with, Qorvo's Specifications and shall be fit for a particular purpose(s); (x) none of the Work Product or materials supplied or used by Supplier in performing the Service(s), or any part thereof will contain libelous, injurious, or unlawful material; (xi) Product(s), Service(s), and Work Product shall not infringe on or contribute to the infringement of any copyright, patent, trademark, trade name, trade secret or other proprietary rights of any third party; and (xii) Supplier has obtained all consents necessary for it to perform its obligations and grant Qorvo the rights hereunder.

b. The "Warranty Period(s)" for:

(i) Product(s) is three (3) years from the date of acceptance by Qorvo or in the case of spares, rebuilds and consumables, from the date the Product(s) are put into production; or the period provided in Supplier's standard warranty covering the Product(s); or as

假冒产品; (iii) 其提供的所有产品完全是真实全新产品,且来自于OCM或其AD或AAM,不曾被使用或翻新,除非本订单明确允许购买(a)其他来源提供的产品;或(b)旧产品或翻新产品;

(iv) 除非本订单另行明确,供应商保证,其交付的所有产品应(a)严格符合供应商和Qorvo在本协议项下提供的所有设计、规格、图纸、样品或其他描述,(b)在下文提及的期间内不存在任何缺陷,包括但不限于设计、材料和工艺缺陷,且

(c) 经制造商授权;(v) 将自装运日起的七(7)年内按供应商届时的价格并减去适用的折扣持续提供备件、修理服务、文档和培训;(vi) 供应商从Qorvo授权的第三方获得的产品应符合该等第三方作出的所有保证,该等保证应为Qorvo之利益转让;(vii) 服务应(a)根据Qorvo的规格,

(b) 以经制造商批准的专业方式、以最高标准的工艺、注意、善意和诚信标准履行;(viii) 供应商拥有充分权力和授权签订本协议并履行其在本协议项下的义务,且对此无需向任何第三方承担任何责任;(ix) 所有工作成果将符合Qorvo的规格并按照Qorvo的规格执行,并且适合特定用途;(x) 供应商在提供服务时提供或使用的工作成果或材料,或其任何部分,均不含有侵权、有害或非法材料;(xi) 产品、服务以及工作成果不得侵犯或造成侵犯任何第三方的任何版权、专利、商标、商号、商业秘密或其他专有权利;(xii) 供应商已获得履行其义务并授予Qorvo本协议项下权利所需的所有同意。

b. 下列各项的“保证期限”:

i) 产品自Qorvo接受之日起三(3)年(或就备件、重建和耗材而言,自产品投入生产之日起三(3)年),或供应商关于产品的标准质保期限,或者Qorvo的规格中所述期限,以较长者为准;

ii) 服务指适用规格或服务范围中确定的期限,以两者中时间较长者为准;及

iii) 设备及与设备直接相关的备件、改造和消耗品自最终验收日起一(1)年,或供应商公布的保证期限或本订单中规定的保证期限,以较长者为准。

c. 所有保证应(i)被解释为条件以及保证,且不具有排他性;(ii)在Qorvo的任何检测、交付、测试、接受或付款后继续有效,且在本协议期满或终止后继续有效;及(iv)与供应商所有其他明示和默示保证一起,应为Qorvo、其客户及其承继方和受让人之利益作出。

d. 保证救济。如果在保证期限内Qorvo发现不合格的产品、服务或设备,Qorvo将通知供应商该等不合格事宜。在不排除其他救济方式的前提下,经

stated in the Qorvo Specifications, whichever is longer;

- (ii) Service(s) is the time period identified in the applicable Specification or Scope of Service(s), whichever is longer; and
 - (iii) Equipment, and spares, rebuilds, and consumables directly associated with Equipment, is one (1) year from the Final Acceptance Date, Supplier's published warranty, or as specified in this Order, whichever is longer.
- c. All warranties shall: (i) be construed as conditions as well as warranties and shall not be exclusive; (ii) survive any inspection, delivery, testing, acceptance, or payment by Qorvo and shall survive the expiration or termination of this Agreement; and (iii) together with all other express and implied warranties of Supplier, shall run in favor of Qorvo, its customers, and its successors and assigns.
- d. Warranty Remedies. If Qorvo identifies nonconforming Product(s), Service(s), or Equipment during their respective Warranty Period(s), Qorvo will notify Supplier of such nonconformance. In addition to all other remedies, at Qorvo's option and at Supplier's risk and expense:
- (i) Product(s): Qorvo will return the nonconforming Product(s) to Supplier. Within five (5) business days of receipt of the returned Product(s), Supplier shall either repair or replace such Product(s) or refund the price of the nonconforming Product(s). Replacement Product(s) shall be warranted as the original Product(s). Repaired Product(s) shall be warranted for the remainder of the Warranty Period or six (6) months, whichever is longer.
 - (ii) Service(s): Supplier will re-perform the Service(s) and if the Service(s) cannot be re-performed, Supplier shall refund the total amount paid for such Service(s).
 - (iii) Equipment: Qorvo will either return for refund or require prompt correction or replacement of any defective or nonconforming Equipment. Prior testing periods of Equipment shall not start the running of the Warranty Period. When repairs are required, the warranty period shall be interrupted for the repair period. The Warranty Period will resume when the Equipment is in complete and full-time operation according to the acceptance criteria in the Specifications.

Qorvo may charge Supplier all expenses of nonconformance, including, but not limited to, the cost of inspecting, unpacking, examining,

Qorvo选择, 由供应商承担风险和费用:

- (i) 产品: Qorvo 将把不合格产品退回供应商。在收到退回的产品后五 (5) 个营业日内, 供应商应修理或更换该等产品, 或退还不合格产品的价款。更换产品应被视为原产品提供保证, 经修理的产品应在剩余保证期限内或六 (6) 个月的时间内 (以两者中时间较长者为准) 提供保证。
 - (ii) 服务: 供应商将重新提供服务, 如果服务无法重新提供, 供应商应退还 Qorvo 为该等服务已支付的总价款。
 - (iii) 设备: Qorvo 将退回设备、要求退款或者要求立即修理或更换任何有缺陷或不合格的设备。设备前期测试期内保证期限不得起算。设备需维修时, 在维修期间内保证期限应中断计算。自设备按规格中确定的验收标准验收合格并完全投入生产运行之日起, 保证期限继续计算。
- Qorvo 可就不合格的产品、服务或设备向供应商收取所有相关费用, 包括但不限于检验、拆包、检查、重新包装、存储和重新装运或重新履行的费用。经 Qorvo 书面要求, 供应商应在 Qorvo 要求的期限内进行故障分析并提供分析报告。

repacking, storing and re-shipping or reperformance. Upon Qorvo's written request, Supplier will conduct a failure analysis and provide a results report within the time period required by Qorvo.

15. **Service and Support.** Supplier will provide training and documentation to Qorvo as set forth in any separate training and documentation requirements set out in this Order, including as applicable, an after-hours tech support plan which shall be provided upon receipt of this Order and should include all relevant call center numbers, contacts, and an escalation path. Software updates or configuration support and schedules must also be provided to Qorvo.
 16. **Tooling, Materials, Designs, Drawings, Equipment.** Title to all tooling and materials furnished or paid for by Qorvo in connection with this Agreement shall at all times remain with Qorvo. Supplier agrees that it will follow reasonable industrial practice in the identification and maintenance of property control records on all such tooling and materials and will make such records available for inspection by Qorvo at all reasonable times. After the termination or completion of this Agreement, and upon the request of Qorvo, Supplier shall make such tooling and materials available for disposition by Qorvo. Supplier agrees that it will use any tooling, materials, designs, drawings, Specifications, information, or equipment furnished by Qorvo only in the design, development, or production of the Product(s) and/or performance of the Service(s) called for in this Order and will not use any such items for any other purpose or disclose any such information to any third party, except with Qorvo's prior written approval. Qorvo does not warrant the accuracy of designs, drawings, Specifications, or information that it furnishes. Upon termination or completion of this Agreement, all items furnished by Qorvo shall be returned to Qorvo in as good condition as when received, ordinary wear and tear excepted.
 17. **Indemnity.** Supplier shall, at its sole cost and expense, indemnify, defend, and hold harmless Qorvo, its subsidiaries, affiliates and their officers, directors, customers, agents, and employees against all claims, liabilities, damages, losses, and expenses, including legal costs, arising out of or in any way connected with the Product(s), Service(s) or Work Product, as applicable, provided by Supplier pursuant to this Agreement, including, without limitation, any claim based on (a) the death or bodily injury to any person, destruction, or damage to property; (b) Supplier's failure to satisfy its obligations with regard to any tax authority guidelines, applicable laws, or regulations; (c) the
15. **服务和支持。** 供应商应向Qorvo提供本订单中另行规定的培训和文档要求中列明的培训和文档，包括（按适用情形）在收到本订单后提供非营业时间技术支持计划，应包括所有相关呼叫中心号码、联系人和上报路径。另须向Qorvo提供软件更新或配置支持和日程安排。
 16. **工具、材料、设计、图纸、设备。** Qorvo 根据本协议提供或为之付款的所有工具和材料的所有权应始终属于 Qorvo。供应商同意，其将遵循合理的行业惯例标记并保有所有该等工具和材料的财产控制记录，并提供该等记录供 Qorvo 在任意合理时间内检查。在本协议终止或履行完毕后，经 Qorvo 要求，供应商应提供该等工具和材料供 Qorvo 处置。供应商同意，其将仅把 Qorvo 提供的任何工具、材料、设计、图纸、规格、信息或设备用于本订单规定的产品的设计、开发或生产和/或服务的提供，不得将任何该等物品用于任何其他目的或向任何第三方披露任何该等信息，但获得 Qorvo 事先书面同意的情况除外。Qorvo 不对其所提供的设计、图纸、规格或信息的准确性进行保证。在本协议终止或履行完毕时，除正常损耗外，Qorvo 提供的所有物品应以供应商收到时的良好状态交还 Qorvo。
 17. **赔偿。** 对于因供应商根据本协议提供的产品、服务或工作成果（按适用情形）所产生的或以任何方式与之相关的所有权利主张、责任、损害赔偿、损失和支出（包括法律费用），供应商应自行承担费用和支出，向 Qorvo、其子公司、关联方及其管理人员、董事、客户、代理和雇员进行赔偿，为其进行抗辩，并使其免受损害，包括但不限于基于以下事由的索赔主张（a）人身伤亡或财产损毁或损坏；（b）供应商未能履行其在任何税务部门指引、适用法律、法规下的义务；（c）供应商或其任何代理的疏忽或故意不当行为或不作为，（d）供应商未能履行下文第 21 条下的保密义务和/或数据安全义务；或（e）第三针对 Qorvo 提起

negligent or willful misconduct or, omissions of Supplier or any of Supplier's agents; (d) Supplier's failure to satisfy its obligations with regard to the protection of Confidential Information and/or data security as described in Section 21 below; or (e) any claim by a third party against Qorvo alleging that the Product(s), Service(s) or Work Product, as applicable, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes. Such defense and indemnity are each conditioned upon Qorvo providing to Supplier: (a) prompt, written notice of such claim, suit, or proceeding with full authority to conduct such defense; and (b) reasonable assistance and cooperation as Supplier may request, at Supplier's sole cost and expense. Supplier shall not settle any such claim without Qorvo's prior written approval. However, Qorvo's written approval shall not be required if such settlement provides for the unconditional release of Qorvo from any liabilities or obligations with respect thereto. Supplier agrees to pay or reimburse all costs that may be incurred by Qorvo in enforcing this indemnity, including legal costs. Should the use of any Product(s), Services(s) or Work Product by Qorvo, its distributors, subcontractors, or customers be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Supplier shall, at its sole cost and expense, either: (a) substitute fully equivalent non-infringing product(s), Services or Work Product, as applicable; (b) modify or replace the Product(s), Services or Work Product, as applicable, so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Qorvo, its distributors, subcontractors, or customers the right to continue using the Product(s), Service(s) or Work Product, as applicable; or (d) if none of the foregoing is possible, refund all amounts paid for the Product(s), Service(s) or Work Product, as applicable. In the case of third party claims related to Section 16(e), Supplier shall be under no obligation to defend, indemnify, or hold Qorvo harmless to the extent that a third party claim, action, or suit arises out of or relates to: (i) Supplier's compliance with Qorvo's Specifications; (ii) a modification of the Product(s) by or on behalf of Qorvo by anyone other than Supplier or its authorized agents; (iii) the use of the Product(s) by or on behalf of Qorvo that is inconsistent with this Agreement or Supplier's written instructions; or (iv) information, data, or other content provided by or on behalf of Qorvo and not provided by Supplier.

18. **Insurance.** Supplier shall obtain and maintain at its expense, during the term of this Agreement and at

权利主张声称产品、服务或工作成果（按适用情形）侵犯该第三方的专利、版权、商标、商业秘密或其他专有权利，无论该等产品、服务或工作成果（按适用情形）是单独提供或是与其他产品、软件或流程相结合提供。提供前述辩护和赔偿的前提是，Qorvo (a) 及时向供应商提供该等权利主张、诉讼或程序的书面通知，并授权其全权进行该等辩护；及 (b) 向供应商提供其可能要求的合理协助和合作，由供应商自行承担费用和支出。未经 Qorvo 事先书面同意，供应商不得就任何该等权利主张进行和解。但是，如果相关和解规定无条件免除 Qorvo 与之相关的任何责任或义务，则无需 Qorvo 书面同意。供应商同意支付或偿付 Qorvo 为执行本赔偿条款可能发生的所有费用，包括法律费用。如果 Qorvo、其经销商、分包商或客户对任何产品、服务或工作成果的使用被禁止、有被签发禁令的威胁或成为任何法律程序的对象，供应商应自费：(a) 替换成完全等同的非侵权产品、服务或工作成果（按适用情形）；(b) 修改或替换产品、服务或工作成果（按适用情形），使其不再侵权但在功能上保持完全等同；(c) 为 Qorvo、其经销商、分包商或客户获得继续使用产品、服务或工作成果（按适用情形）的权利；或 (d) 如果无法完成上述要求，退还 Qorvo 为产品、服务或工作成果（按适用情形）支付的全部款项。如果发生与第 16 (e) 条有关的第三方权利主张，在下列情形下，供应商没有义务为 Qorvo 辩护、向其进行赔偿，或使其免受损害：第三方权利主张、诉讼或案件产生于如下情形或与之相关 (i) 供应商对 Qorvo 规格的遵守；(ii) Qorvo 或供应商及其授权代理人以外的任何其他人士代表 Qorvo 对产品进行了修改；(iii) Qorvo 或其代表以与本协议或供应商书面指示不一致的方式使用产品；或 (iv) 由 Qorvo 或其代表而非供应商提供的信息、数据或其他内容。

18. **保险。** 在本协议有效期内并且在本协议项下的最后一批产品装运或服务提供后的至少两 (2) 年内，供应商

least for two (2) years after the last shipment of Product or performance of Service(s) hereunder, the minimum insurance policies mandatorily required under the applicable law. Qorvo is to be provided with certificates of insurance with respect to the required insurance.

19. **Independent Contractor.** Supplier is acting as an independent contractor in the performance of this Agreement and shall not be considered to be an agent, servant, joint venturer, or partner of Qorvo. Supplier is not authorized to execute any document or enter into any agreement in Qorvo's name or on Qorvo's behalf, or to make any representation or assume any contract or legal obligation on Qorvo's behalf. Supplier shall be solely responsible, at its own expense, for (a) payment of all compensation to its employees and suppliers; and (b) withholding and payment of all national and local taxes, fees, Medicare, unemployment insurance, and other taxes.

20. **Assignment and Subcontracting.** Supplier shall not assign or transfer any of its rights, or delegate any of its duties or obligations under this Agreement or subcontract any Service(s) to be performed hereunder, or any portion thereof, without the prior written approval of Qorvo. Any attempted assignment or delegation in violation of this paragraph shall be null and void. Supplier will inform Qorvo of any subcontractors or sub-tier suppliers used in the manufacturing process of materials or components supplied to Qorvo. These secondary suppliers are subject to all Qorvo Specifications and requirements listed herein and Supplier shall be liable to Qorvo for such secondary suppliers' non-compliance with Qorvo Specifications and requirements.

21. **Confidentiality.**

a. In the course of performance under this Agreement, Supplier may receive confidential information of Qorvo, including, but not limited to know-how, inventions, software programs, applications, documentation, schematics, procedures, knowledge, data, processes, techniques, designs, Specifications, drawings, programs, formulas, test data, financial data, work in progress, and samples ("**Confidential Information**"), whether in oral, written, graphic, or electronic form. Supplier agrees to disclose such information only to its employees or agents on a need-to-know basis, who are bound by written non-disclosure agreements with Supplier, and further agrees: (i) not to disclose any Confidential Information to any third party without the written consent of Qorvo; (ii) not to use any Confidential Information for any purpose inconsistent with this Agreement; and

应自费购买并适用法律要求的最低限度的保险。供应商将向Qorvo提供所要求的保险相关保单。

19. **独立承包商。** 供应商在履行本协议的过程中以独立承包商的身份行事，其不得被视为 Qorvo 的代理、雇员、合营方或合作伙伴。供应商无权以 Qorvo 的名义或代表 Qorvo 签署任何文件或签订任何协议，亦未被授权代表 Qorvo 作出任何陈述或承担任何合同或法律义务。供应商应自行承担费用负责 (a) 向其雇员和供应商支付所有报酬；及 (b) 预提并缴纳所有国家和地方税项、费用、医疗保险、失业保险及其他税项。

20. **转让与分包。** 未经 Qorvo 事先书面同意，供应商不得转让或出让其在本协议项下的任何权利，亦不得转让其在本协议项下的任何责任或义务或将其在本协议项下应提供的任何服务全部或部分进行分包。违反本段约定试图进行的任何权利、义务转让应属无效。供应商应告知 Qorvo 在向 Qorvo 供应的材料或部件的生产过程中使用的任何分包商或次级供应商。该等次级供应商应遵守 Qorvo 的规格及本标准+条款和条件列明的要求，且供应商应就该等次级供应商不遵守 Qorvo 规格和要求的行为向 Qorvo 承担责任。

21. **保密。**

a. 在本协议的履行过程中，供应商可能获得 Qorvo 的保密信息，包括但不限于专有技术、发明、软件程序、应用程序、文档、图表、程序、知识、数据、工序、技术、设计、规格、图纸、程序、配方、测试数据、财务数据、半成品和样品 ("**保密信息**"), 无论是口头、书面、图形还是电子形式。供应商同意仅向其需要知道该等信息的雇员或代理披露保密信息，该等雇员或代理应受与供应商订立的书面保密协议的约束，并进一步同意：
(i) 未经 Qorvo 书面同意，不得向任何第三方披露任何保密信息；(ii) 不得为与本协议不一致的任何目的使用任何保密信息；及 (iii) 对所有保密信息予以保密。在不限制上述规定的一般性效力的前提下，各方同意对本协议的存在和条款严格保密，除非法律或诉讼程序要求披露。供应商在本第 21 条项下的保密义务应在本协议终止后的五 (5) 年内持续有效。供应商认可，如果其违反保

(iii) to otherwise keep confidential all Confidential Information. Without limiting the generality of the foregoing, both Parties agree to keep the existence and terms of this Agreement strictly confidential, unless disclosure is required by law or legal process. Supplier's confidentiality obligations under this Section 21 shall continue for a period of five (5) years after termination of this Agreement. Supplier recognizes that a breach of confidentiality obligations may irreparably injure Qorvo, and monetary damages may not provide an adequate remedy. Qorvo may therefore seek an injunction against disclosure of Confidential Information as well as pursue any other remedies available to it. Upon receipt of written request, Supplier shall (i) return to Qorvo, or at Qorvo's election, destroy, all Qorvo Confidential Information and data, and (ii) permanently erase all Confidential Information and data on Supplier's network and (iii) provide to Qorvo a certificate of destruction/erasure signed by an authorized representative of Supplier and, if applicable, the media destruction company that handled the data erasure. This is in addition to, and not in lieu of, any other confidentiality or similar agreements between the Parties relating to the subject matter of this Agreement, which agreements are incorporated by reference as if fully set forth herein.

- b. **Data Security.** The confidentiality of Qorvo's Confidential Information, including, but not limited to, information and data obtained related to Orders with Supplier, is of utmost importance to Qorvo. Therefore, Supplier agrees that it will ensure the security of its communications and data storage functions, including compliance with the Data Security Law of PRC, ISO 27001 (Information Security Management), and ISO 27002 (Information Technology Security). Supplier represents and warrants that during the term of this Agreement, Supplier will maintain and comply with security standards that are designed to protect the integrity, availability, and confidentiality of the Work Product, Supplier technology used to provide the Service(s), and the Qorvo Confidential Information and systems made available by Qorvo to Supplier in connection with this Agreement against (a) unauthorized access to, or destruction, loss, corruption, misuse, or improper alteration of, Confidential Information, and (b) harm to the integrity, availability, and resilience of Qorvo's systems. Without prejudice to the generality of the foregoing, Supplier shall cause its security standards to provide for: (i) IT and cyber security

密义务,可能会对 Qorvo 造成无法弥补的损害,并且金钱损害赔偿可能无法提供充分的救济。因此, Qorvo 可申请禁止泄露保密信息的禁令,同时寻求其可获得的任何其他救济。供应 Qorvo 的书面要求,供应商应 (i) 向 Qorvo 返还,或根据 Qorvo 的选择,销毁所有 Qorvo 保密信息及数据,及 (ii) 永久删除供应商网络上的所有保密信息和数据,及 (iii) 向 Qorvo 提供一份销毁/删除证明,该证明应由供应商授权代表以及(在适用的情况下)负责数据删除的介质销毁公司签署。本条款是双方就本协议的主题事项达成的任何其他保密或类似协议(该等协议经援引纳入本协议,如同在本协议中全面载明)以外的补充协议,而非替代其他保密或类似协议。

- b. **数据安全。** Qorvo 保密信息包括但不限于供应商就其收到的订单而获得的相关信息与数据的保密性对于 Qorvo 而言至关重要。因此,供应商同意确保其通信和数据存储系统的安全,包括遵守[《中华人民共和国数据安全法》]、ISO 27001 (信息安全管理)和 ISO 27002 (信息技术安全)。供应商陈述并保证,在本协议期限内,供应商将维持并遵守数据安全标准,该标准旨在保护工作成果、服务的完整性、可用性和保密性、用于提供服务的供应商技术以及 Qorvo 就本协议向供应商提供的以防 (a) 未经授权访问或破坏、丢失、损坏、滥用或不当更改保密新信息,以及 (b) 损害 Qorvo 系统的完整性、可用性和弹性的 Qorvo 保密信息和系统。在不影响上述一般性的前提下,供应商应促使其数据安全标准规定: (i) 旨在防止任何未经授权的用户访问其系统的信息技术和网络安全措施(包括定期密码更新、防火墙和加密),以及及时限制和取消用户对其系统的访问权限; (ii) 持续监控 Qorvo 保密信息的传输和存储; (iii) 物理安全措施和对场所的监控; (iv) 尽快检测、报告和解决安全漏洞和威胁的措施,包括但不限于使用业内最佳的防病毒软件,旨在防止病毒、恶意软件和其他对 Qorvo 的保密信息或系统的威胁; (v) 安全漏洞管理计划。应 Qorvo 的要求,供应商将向 Qorvo 报告其数据保护政策和基础设施的属性,并将与 Qorvo 合作,以确保高水准的数据安全防护,防止黑客入侵和其他可能的数据泄露。

measures (including regular password updating, firewalls, and encryption) designed to prevent access to its systems by any unauthorized user and promptly restrict and remove users from having access to its systems; (ii) continuous monitoring of the transport and storage of Qorvo's Confidential Information; (iii) physical security measures and monitoring of premises; (iv) practices to detect, report, and resolve security vulnerabilities and threats as quickly as possible, including without limitation the use of industry best antivirus software designed to prevent the introduction of viruses, malware and other threats to Qorvo's Confidential Information or systems; and (v) a security breach management plan. At Qorvo's request, Supplier will report to Qorvo the nature of its data protection policies and infrastructure and will work with Qorvo to ensure a high level of security against hackers and other possible data breaches.

22. **Waiver.** The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. No waiver of any provision in this Agreement is effective unless in writing and, in any case, shall not constitute a continuing waiver. This Agreement shall not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made part of this Agreement by its express terms.

23. **Termination.**

a. Termination for Convenience. Qorvo may terminate this Agreement for convenience, in whole or in part, at any time by written or electronic notice. Upon any such termination, Supplier shall, to the extent specified by Qorvo, stop all work on this Agreement and cause its suppliers or authorized subcontractors to stop work. Charges for any such termination of this Agreement shall be limited to actual, documented, non-recoverable costs incurred by Supplier prior to the date of termination. In no event will Qorvo reimburse Supplier for Product(s), inventory or Service(s) in excess of those required to meet Qorvo's delivery schedule for binding forecasts. Within thirty (30) days from such termination, Supplier may submit to Qorvo its written claim for termination charges, in the form and with the certifications prescribed by Qorvo. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all of Qorvo's liability arising out of such termination. Qorvo shall pay Supplier the amount due for Product(s) and/or Service(s) delivered prior to termination and, without duplication, shall pay the following amounts: (i)

22. **放弃。**本协议的任何条款全部或部分无效不得影响任何其他条款的效力。对本协议任何条款的放弃需以书面形式作出方为有效，并且在任何情况下均不应构成持续性放弃。未通过本协议条款明确约定，任何贸易惯例或以往交易习惯不得成为本协议一部分，或构成对本协议的修改、补充、限定或解释。

23. **终止。**

a. 无理由终止。 Qorvo可随时通过书面或电子通知的形式全部或部分无理由终止本协议。若发生该等终止情形，在Qorvo指定的范围内，供应商应停止本协议下的所有工作，并促使其供应商或授权分包商停止工作。本协议据此终止相关费用应限于供应商在终止日之前实际发生的、可提供凭证的且不可挽回的成本。在任何情况下，Qorvo均不会就超出满足Qorvo具有约束力的需求量预测的交付时间表所必须的产品、库存或服务向供应商提供偿付。在本协议据此终止后的三十（30）日内，供应商可按照Qorvo要求的形式向Qorvo提交要求支付终止相关费用的书面主张，并附Qorvo要求的证明。供应商未能在该等时间内提交该等主张应构成对所有权利主张的放弃，及对Qorvo因该等终止而产生的全部责任的免除。Qorvo应向供应商支付在终止之前交付的产品和/或服务的应付款项，并在不重复支付前提下支付下列金额：（i）根据本协议完成且此前未支付的所有产品和/或服务的价款；（ii）为满足本协议项下的交付时间表需要而准备中的半成品成本；及（iii）向供应商的供应商就其直接可归于终止涉及的产品和/或服务的工作支付索赔的成本。不应就存在替代客户的标准产品收取任何收费。

the price for all Product(s) and/or Service(s) completed in accordance with this Agreement and not previously paid for; (ii) the cost of custom work in process no more than necessary to meet delivery schedules hereunder; and (iii) the costs of paying claims to Supplier's suppliers for work directly allocable to the Product(s) and/or Service(s) terminated. There shall be no charges for terminating this Agreement with respect to standard products for which there are alternate customers. Qorvo shall not be responsible for any commitments made by Supplier in advance of those necessary to comply with the delivery schedules set forth in this Order. Payments made under this subparagraph shall not exceed the aggregate price specified in this Order, less payments otherwise made or to be made.

- b. **Termination for Default.** Qorvo may, by written or electronic notice, terminate this Agreement, in whole or in part, if Supplier: (i) fails to make delivery of the Product(s) or perform the Service(s) within the time specified on this Order or as approved by Qorvo; (ii) upon Qorvo's inspection and/or acceptance procedures, is revealed to have an apparent inability to deliver conforming Product(s) and/or Service(s) strictly in accordance with this Agreement; (iii) fails to replace or correct defective Product(s) and/or Service(s) in accordance with the "Warranty" and "Inspection" sections hereof; (iv) fails to perform any of the other provisions of this Agreement; (v) fails to make progress so as to endanger performance in accordance with the terms of this Order; or (vi) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors.
- c. **Termination Effect.** In the event of any termination, Supplier shall transfer title of and deliver to Qorvo, as directed by Qorvo: (i) any completed Product(s); and (ii) any partially completed Product(s), materials, parts, tools, dies, jigs, fixtures, plans, drawings, information ("**Manufacturing Materials**"), produced or acquired, in connection with the performance of this Agreement. Prices for partially completed Product(s) and Manufacturing Materials shall be negotiated; however, such prices shall not exceed prices set forth in this Order.

24. Ethics and Compliance.

- a. Qorvo requires that Supplier comply with the Qorvo Business Conduct Requirements for Suppliers, Contractors and Consultants available at <http://www.qorvo.com/support/supplier-resources> and the Responsible Business Alliance (RBA) Code of Conduct available at <http://www.responsiblebusiness.org/standards/c>

Qorvo对供应商超出为遵守本订单中规定的交付时间表所必要而提前作出的任何承诺不承担责任。按本项支付的金额不得超过本订单规定的总价款减去以其他方式支付或将支付的价款后的余额。

- b. **违约终止。**如果供应商：（i）未能在本订单规定的时间内或经 Qorvo 同意的时间内交付产品或开展服务；（ii）经 Qorvo 检测及/或验收程序，发现供应商明显无法严格按照本协议交付合格的产品和/或服务；（iii）未能根据本协议的“保证”和“检验”条款更换或纠正有缺陷的产品和/或服务；（iv）未能履行本协议的任何其他条款；（v）未能保证工作进度，从而危及本订单的履行；或（vi）资不抵债、提交破产申请或已被申请破产，或为债权人利益进行转让，则 Qorvo 可通过书面或电子通知的形式全部或部分终止本协议。
- c. **终止效力。**如果本协议因任何原因终止，按照 Qorvo 的指示，供应商应将（i）任何完工产品；及（ii）为履行本协议所生产或获得的任何半成品、材料、零件、工具、模具、夹具、固定装置、计划、图纸、信息（“**生产材料**”）的所有权转让并将其交付给 Qorvo。半成品和生产材料的价格应协商确定，但该等价格不得超过订单载明的价格。

24. 道德规范与合规。

- a. Qorvo 要求供应商遵守 Qorvo 供应商、承包商和顾问商业行为要求，见于 <http://www.Qorvo.com/support/supplier-resources>。Qorvo 也要求供应商遵守责任商业联盟行为守则，见于 <http://www.responsibilityblebusiness.org/Standards/co>

[code-of-conduct/](#). Any violation of these requirements is a material breach of this Agreement. Supplier agrees to indemnify and hold Qorvo harmless from and against any cost, damage, claims, or other loss that may result from Supplier's or Supplier's Supply Chain's (as defined below) noncompliance with this Section 24.

- b. If a chemical, material, or component either touches Supplier's products or materials during their manufacture or remains on the finished Product(s) purchased by Qorvo and the Product(s) may touch, alter, or be incorporated into Qorvo's manufactured products or manufacturing processes, Qorvo requires compliance with the following policies and procedures (each available at: <http://www.qorvo.com/support/supplier-resources>):

- (i) SPE-001275 - Qorvo Banned and Restricted Substances Specification;
- (ii) LIS-000591 - Qorvo Mfg Banned-Restricted Substance List;
- (iii) SPE-001202 - Qorvo 3rd Party Test Report Specification for Suppliers; and
- (iv) SPE-001288 - Qorvo Supplier Expectations for the Responsible Minerals Sourcing.

These requirements must be met, and documents submitted to Qorvo prior to Qorvo approving the use of Supplier's chemical, material, or component. Contact Qorvo at: QorvoGreen@Qorvo.com if there are any questions regarding Qorvo's product compliance requirements.

- c. If Supplier has credible information that a Product obtained by Supplier has been delivered to Qorvo, or a Product obtained by Supplier for future delivery to Qorvo, may be Counterfeit ("Suspect Counterfeit Product(s)"), then Supplier shall immediately disclose such credible information in writing to Qorvo. If Qorvo has credible information that any Product(s) furnished by Supplier may be Suspect Counterfeit Product(s), Qorvo shall notify Supplier of such credible information in writing. In either event, Supplier shall cooperate with Qorvo in the investigation of the Suspect Counterfeit Product(s) and within five (5) days after such notification, Supplier shall provide Qorvo (i) accurate and complete records regarding the sources and history of production and distribution of the Suspect Counterfeit Product(s), and (ii) with a corrective action plan to preclude delivery of Suspect Counterfeit Product(s) to Qorvo. If any such Suspected

de-ofconduct/. 违反该等守则构成对本协议的实质性违反。供应商同意赔偿 Qorvo 因供应商或供应商的供应链（定义见下文）不遵守本第 24 条而可能产生的任何成本、损害，或可能遭受的任何索赔或其他损失，并使其免于受损。

- b. 如果某种化学品、材料或部件在生产过程中接触供应商的产品或材料或保留在 Qorvo 所购买的成品上，而该等产品可能接触、改变或被纳入 Qorvo 生产的产品或生产流程中，Qorvo 要求遵守下列政策和程序（见于 <http://www.Qorvo.com/support/supplier-resources>）：

- (i) SPE-001275 - Qorvo 禁止和限制物质说明；
- (ii) LIS-000591 - Qorvo 生产部门限制性物质清单；
- (iii) SPE-001202 - 供应商 Qorvo 第三方测试报告规范；以及
- (iv) SPE-001288 - Qorvo 供应商矿物质溯源责任预期。

上述要求必须得到满足，并在 Qorvo 同意使用供应商的化学品、材料或部件之前向 Qorvo 提交文件。如对产品合规要求有任何疑问，敬请与 Qorvo 联系，联系方式：QorvoGreen@Qorvo.com。

- c. 如果供应商有可靠信息表明，从供应商获得的且已交付给 Qorvo 的产品，或从供应商获得并将在未来交付给 Qorvo 的产品可能是假冒的（“**可疑假冒产品**”），则供应商应立即向 Qorvo 书面披露该等可靠信息。如果 Qorvo 有可靠信息表明，供应商提供的任何产品可能是可疑假冒产品，Qorvo 应书面通知供应商该等可靠信息。在上述任一情况下，供应商应配合 Qorvo 调查可疑假冒产品，并且在该等通知后五（5）日内，供应商应向 Qorvo 提供 (i) 关于可疑假冒产品的来源以及生产和销售历史的准确完整记录，及 (ii) 通过纠正行动方案阻止向 Qorvo 交付可疑假冒产品。如果任何该等可疑假冒产品被认定为假冒产品，双方应共同确定如何处置该等假冒产品。供应商同意，Qorvo 无义务就任何假冒产品付款，亦无义务就本款规定的义务所产生的任何费用付款。供应商进一步同意，对于因供应商提供的任何可疑假冒产品引起的或与之相关的任何主张、诉讼、程序、判决、处罚、罚金、费用及/或其他损失，其应向 Qorvo 作出赔偿，为其辩护并使其免受损害。
- d. 供应商代表其自身及其供应商和分包商（合称“**供应链**”）陈述并保证，(i) 其在本协议项下的履行，以及 (ii) 所有产品生产、制造、组装、包装、贴标签及供应以及服务的提供，均应遵守不时有效的所有适用的美国和外国法律、成文法、规章和法规（包括有权监督或强制执行该等法律、成文法、规章和法规的任何政府机构或部门颁布的所有适用

Counterfeit Product(s) are determined to be Counterfeit Product(s), the Parties shall work together to determine how the Counterfeit Product(s) are to be dispositioned. Supplier agrees that Qorvo shall have no obligation to pay for any Counterfeit Product(s), nor for any expenses incurred in connection with the obligations of this Section. Supplier further agrees that it shall indemnify, defend, and hold harmless Qorvo from and against any claims, actions, proceedings, judgments, penalties, fines, costs and/or other losses arising out of or in connection with any Suspect Counterfeit Product(s) or Counterfeit Product(s) furnished by Supplier.

- d. Supplier, on behalf of itself and its suppliers and subcontractors (collectively, its “**Supply Chain**”), represents and warrants that (i) its performance under this Agreement shall at all times comply with and (ii) all Product(s) shall be produced, manufactured, assembled, packaged, labeled, and supplied, and all Service(s) shall be rendered in compliance with, all applicable United States and foreign laws, statutes, rules, and regulations that are in effect from time to time, and including all applicable policies, orders, decrees, and interpretations issued by any governmental agency or body with authority to oversee or enforce such laws, statutes, rules, and regulations. Such laws include, but are not limited to: (i) all United States laws and Chinese laws that govern exports or otherwise pertain to export controls, including, without limitation, the Export Control Law of the PRC, the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR) and Office of Foreign Assets Control (OFAC) regulations, (ii) all applicable anti-corruption and anti-bribery laws, including, without limitation, the Anti-Unfair Competition Law of the PRC, U.S. Foreign Corrupt Practices Act, as amended (FCPA), the principles of the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the “OECD Convention”); and (iii) all laws related to environmental matters, including restrictions of certain hazardous substances (RoHS) and the Waste Electrical and Electronic Equipment (WEEE) Directives.
- e. Qorvo requires that Supplier comply with the Qorvo Environmental Expectations for Suppliers and Service Providers (SPE-002590) available at <http://www.qorvo.com/support/supplier-resources>.

的政策、命令、法令和解释)。该等法律包括但不限于：(i) 规范出口或以其他方式涉及出口管制的所有美国法律和中国法律，包括但不限于《中华人民共和国出口管制法》、《出口管理条例》(EAR)、《国际武器贸易条例》(ITAR) 和外国资产管理办公室 (OFAC) 相关法规，(ii) 所有适用的反腐败和反贿赂法律，包括但不限于《中华人民共和国反不正当竞争法》、《美国海外反腐败法》(FCPA) 及其修订，经济合作与发展组织《关于打击国际商业交易中行贿外国公职人员行为的公约》(“OECD 公约”) 的原则；及 (iii) 关于环境事项的所有法律，包括特定有害物质的限制 (RoHS) 和报废电子电气设备指令 (WEEE)。

- e. Qorvo 要求 供应商 遵守 <http://www.qorvo.com/support/supplier-resources> 网站上发布的对 Qorvo 供应商和服务提供商的环境期望 (SPE-002590)。

25. **Supplier Business Reviews.** Qorvo reserves the

25. 供应商业务审核。Qorvo 保留最多每季度召开一次供

right to hold supplier business reviews (SBR) meetings up to once per quarter. Qorvo shall rate and provide feedback to Supplier regarding their performance as it relates to the categories of price competitiveness, supply chain execution, supplier quality, and technology on its standard supplier scorecard template. Supplier agrees to review the scorecard(s) and work on any continuous improvement action items in accordance with the scorecard.

26. **Defend Trade Secrets Act.** Notwithstanding any other provisions of this Agreement, and in accordance with the Defend Trade Secrets Act of 2016, the Parties have the right to disclose in confidence trade secrets to: Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

27. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the People's Republic of China. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any dispute arising from or in connection with this Agreement shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in Beijing in accordance with CIETAC's arbitration rules effective at the time of the application for arbitration. The arbitration tribunal shall consist of three arbitrators, one appointed by Qorvo, one appointed by Supplier and the third one being the chief arbitration appointed by CIETAC. The arbitration shall be conducted in English. The arbitral award shall be final and binding upon both parties.

28. **Limitation on Qorvo's Liability.** Under no circumstances shall Qorvo be liable to Supplier for any consequential, incidental, indirect, or special damages (including without limitation damages for anticipated or projected profits, costs of preparing claims, costs of tooling or equipment, sales or agents' commissions, or attorney's fees) arising from or in any way related to this Agreement. Qorvo's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting

应商业审核会议的权利。Qorvo 将使用其标准计分卡模板中对供应商履约涉及的价格竞争力、供应链执行情况、供应商质量和技术等方面的内容进行评分并向供应商反馈。供应商同意审阅记分卡，并根据该记分卡开展持续改进行动。

26. **商业秘密保护法。** 尽管本协议存在任何其他约定，根据 2016 年《商业秘密保护法》，仅为举报或调查涉嫌违法行为之目的，双方有权在保密的前提下向联邦、州和地方政府官员或律师披露商业秘密。甲乙双方均有权在于诉讼或其他法律程序中提交的文件中的披露商业秘密，但仅限于前述文件系密封提交且不会向公众披露的情形。本协议中的任何内容均无意与《美国法典》第 18 编第 1833(b)节发生冲突，也无意设定商业秘密披露义务，虽然该等披露为《美国法典》第 18 编第 1833(b)节所明确允许。

27. **准据法。** 本协议应受中华人民共和国法律管辖，并依其解释。本协议的每项规定都应根据所适用的法律以有效的方式予以解释。《联合国国际货物销售合同公约》的规定不适用于本协议。因本协议而引起的或与之相关的任何争议均应提交至中国国际经济贸易仲裁委员会（“贸仲”）依照在申请仲裁时有效的仲裁规则在北京进行仲裁。仲裁庭应由三名仲裁员组成，其中一名仲裁员由 Qorvo 指定、一名仲裁员由供应商指定，第三名仲裁员由贸仲指定并由其担任仲裁庭的首席仲裁员。仲裁语言应为英文。仲裁裁决为终局的且对双方均有约束力。

28. **Qorvo 责任限制。** 在任何情况下，对于本协议项下产生的或以任何方式与本协议相关的任何后果性、偶然、间接或特殊的损害（包括但不限于预期或预计利润损失、准备提起权利主张的费用、工具或设备的费用、销售或代理佣金或律师费），Qorvo 均不向供应商承担责任。Qorvo 就因本协议引起的或与之相关的任何类型的任何损失或损害或本协议的履行或违反承担的责任在任何情况下均不得超过可导致该等权利主张的产品、服务或相应部分对应的价格。

from this Agreement or from the performance or breach thereof shall in no case exceed the price allocable to the Product(s) or Service(s) or unit thereof, which gives rise to the claim.

29. **Equal Employment Opportunity and Affirmative Action.** Supplier shall abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin; prohibit discrimination against qualified protected veterans or qualified individuals on the basis of disability; and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment women, minorities, qualified protected veterans, and qualified individuals with disabilities.
30. **Force Majeure.** Qorvo may delay delivery or acceptance of Product(s) and/or Service(s) covered by this Agreement due to causes beyond its control. Supplier shall hold Product(s) and delay performance of Service(s) at the direction of Qorvo and shall deliver the Products and/or resume Services when the cause affecting the delay has been removed. Qorvo shall be responsible only for Supplier's direct additional costs in holding the Product(s) or delaying performance of Service(s) under this Agreement at Qorvo's request. In the event of an actual or potential delay or failure of performance arising due to causes outside Supplier's reasonable control and without its fault or negligence, including but not limited to, acts of God, war, acts of any government authority, fire, floods, terrorist activity, explosions, epidemics, pandemics, diseases, and/or public health emergencies, or other similar events (a "**Force Majeure Event**"), Supplier shall immediately give notice thereof to Qorvo, in accordance with the requirements set forth in Section 7(b), and including a detailed plan of remediation and restoration of supply which shall include Supplier's priority allocation of all available resources to the fulfillment of Supplier's obligations under this Agreement. In the event of any of the foregoing, Qorvo shall have the option of, in addition to the remedies in Section 7(c) for late delivery, either (a) extending the time for performance; or (b) terminating the uncompleted portion of this Agreement at no cost to Qorvo. Qorvo, at its sole discretion, may refuse Product(s) and/or Service(s) if it determines the Product(s) and/or Service(s) have or will be negatively impacted by the Force Majeure Event.
31. **Survival of obligations.** Any obligations and duties that by their nature extend beyond the expiration or
29. 就业机会平等及平权法案。供应商应遵守 41 CFR60-1.4 (a)、41 CFR60-300.5 (a)和 41 CFR60-741.5 (a) 有关就业机会均等与平权行为的要求。该等规定禁止因种族、肤色、宗教、性别、性取向、性别认同、民族出身等原因歧视职工或者求职人员；禁止歧视符合条件的受保护退伍军人以及残疾人员；并要求主要承包商和分包商采取积极行动，雇用和促进妇女、少数民族、合格的受保护退伍军人和残疾人就业。
30. 不可抗力。Qorvo 可以因其无法控制的原因推迟交付或接受本协议项下的产品和服务。供应商应按照 Qorvo 的指示保有产品和迟延提供服务，并应在导致延迟的原因消除后交付产品和/或恢复服务。Qorvo 仅应对经 Qorvo 要求供应商因保有产品或延迟履行本协议项下的服务而发生的直接额外费用承担责任。如果由于供应商合理控制之外的原因（包括但不限于自然灾害、战争、任何政府部门的行为、火灾、水灾、恐怖活动、爆炸、流行病、瘟疫、疾病和/或公共卫生紧急情况或其他类似事件）（“**不可抗力事件**”）且在供应商无过错或过失的情况下导致实际或可能延迟或无法履行本协议，供应商应按照第 7 条（b）款中的要求立即通知 Qorvo，包括提供详细的补救和恢复供货计划，其中应包括供应商优先分配所有可用资源，以履行其在本协议下的义务。对于上述任何情况，除了第 7 条（c）款中规定的延迟交货补救措施以外，Qorvo 还有权选择（a）延长履行时间；或（b）终止本协议未履行的部分且不承担任何费用。如果 Qorvo 确定产品和服务已经或将要受到不可抗力事件的不利影响，则 Qorvo 可自行决定拒绝接受该等产品和/或服务。
31. 持续义务。依其性质应在本协议有效期届满或终止后继续有效的义务和责任，包括但不限于陈述、保证和

termination of this Agreement, including, but not limited to representations, warranties, and indemnification rights, shall survive the expiration or termination of this Agreement.

32. **Technical Representatives.** The issuance of advice, approvals, or instructions by Qorvo's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Qorvo's or Supplier's rights and obligations hereunder. Supplier shall not make any changes or amendments to this Agreement except through Qorvo's purchasing department and pursuant to the issuance of a revised Order.

33. **Notice.** All notices to be given or served hereunder shall be in writing either in person, by U.S. Mail postage prepaid, return receipt requested, by electronic mail to the attention of Contracts.Dept@qorvo.com, or by recognized overnight air courier service. All such notices shall be effective upon receipt and addressed to the Parties at their respective addresses appearing on this Order, and in the case of Qorvo, to the attention of the Contracts Department, or such other addresses the Parties may advise from time to time in writing.

赔偿责任，应在本协议有效期届满或终止后继续有效。

32. **技术代表。** Qorvo 技术人员或其他代表出具建议、同意或指示的行为应仅视为其个人意见的表达，不影响 Qorvo 或供应商在本协议项下的权利和义务。除非通过 Qorvo 的采购部门并根据签发的经修改的订单，否则供应商不得对本协议作出任何变更或修改。

33. **通知。** 本协议项下发出或送达的所有通知应以书面形式作出并亲自交付，通过预付邮资并索要回执的美国邮件邮寄，通过发送至 Contracts.Dept@qorvo.com 的电子邮件发送，或通过普遍认可的次日航空快递服务发送。所有该等通知应在送达且发送至本订单中载明的双方各自的地址或双方可能不时书面告知的其他地址时生效，就 Qorvo 而言，通知的收件人为 Qorvo 的合同部门。