

Terms and Conditions for Purchase Orders Originated by a Tellabs Entity of the Asia Pacific Region

1. Acceptance

This order (“Contract”) shall be deemed accepted by Seller upon the earliest to occur of Seller’s (a) confirmation thereof, or (b) delivery of the goods (“Goods”) or performance of the services (“Services”) described on the face hereof. Goods and/or Services shall collectively be referred to as “Deliverables.”

接受。本订单一经(a)卖方确认；或(b)交付货物(“货物”)或履行订单表面所述的服务(“服务”)，具体以最早发生的为准，即视为卖方接受。货物和/或服务统称“可交付物”。

2. Agreement

This Contract sets forth all of the promises, agreements and conditions regarding its subject matter, supersedes all prior understandings (whether written, oral or otherwise) and constitutes the entire agreement between the Tellabs entity located and/or incorporated in the Asia Pacific region originating the Purchase Order (“Tellabs”) and Seller (collectively, “Parties”). Modifications to this Contract, or any terms or conditions listed in Seller’s acknowledgment or other future communications, shall be void unless agreed in a writing signed by both Tellabs and Seller. The Contract is not assignable by Seller.

协议。本合同规定了与主题有关的所有承诺、协议和条件，将取代所有以往的谅解(无论是书面的、口头的或其它方式的)并将构成在亚太区发出订购单的泰乐公司(以下简称“泰乐”)与卖方(以下合称“协议双方”)之间的全部协议。除非经泰乐和卖方书面约定并签字，任何对本合同或卖方认可或未来以其它方式通讯中所列的任何条件或条款的修改将无效。卖方不得转让本合同。

3. Changes

Tellabs may issue additional instructions or make changes to the following: (a) drawings, designs or specifications, (b) quantity of Goods purchased, (c) method of shipment or packing, or (d) place or date of delivery. If such instructions or changes increase or decrease Seller’s cost of performance, then the Parties shall agree in writing on a price adjustment within (at most) fourteen (14) days after Tellabs’ notification of such instructions or change.

变更。泰乐可以下达其它的指令或对如下内容做出变更：(a) 图纸、设计或规格；(b) 采购货物的数量；(c) 运输或包装方法；或(d) 交货地点或日期。如果类似的指令或变更可能增加或减少卖方的履约成本，那么，协议双方应当在泰乐通知类似指令或变更之后(最多)14天之内以书面方式约定调整价格。

4. Termination

Tellabs may terminate the Contract (in whole or in part) for any or no reason and without charge by providing notice thereof: (a) prior to the acknowledged, scheduled ship date for Goods; or (b) at any time with respect to Services yet to be performed. If Tellabs terminates

the Contract because of Seller’s breach of contract (e.g., failure to deliver the Goods or complete Services within agreed times frames, etc.), then Tellabs: (c) may (at Seller’s expense) purchase similar goods or complete the Services on its own or via third parties; and (d) shall have no further obligation to Seller.

中止。在发出如下通知的情况下，泰乐可以以任何理由或无理由中止本合同(的全部或部分)，而不承担任何费用：(a) 在经确认和预定的货物装船日期之前；或(b) 尚未提供服务的任何时间。如果泰乐因卖方违反本合同(例如未能在约定的时间范围内交付货物或提供全部服务等)而中止本合同，那么，泰乐：(c) 自行或通过第三方采购类似货物或获得全部服务(费用由卖方承担)；以及(d) 不再对卖方承担任何义务。

5. General Instructions

Seller shall include a packing list with each Goods shipment. The purchase order number shall appear on all packages, packing lists, bills of lading, invoices and correspondences. If a carrier’s tariff freight rates depend on the value of Goods shipped, then Seller shall declare lowest accurate value when releasing Goods to the carrier and not purchase additional insurance.

一般指令。卖方可以在每次装运货物时包含一份装箱单。采购订单编号应当出现在所有的包装、装箱单、提货单、发票和信件上。如果运输公司的海关运费由运输货物的价值所决定，卖方在将货物交付给运输公司时应当说明准确的最低价值而不需购买额外的保险。

6. Extra Charges

No extra charges shall be made by Seller, including those for boxing, packing, crating, insurance, etc.

附加费。卖方不得收取任何附加费，包括制箱费、包装费、柳条箱费、保险费等。

7. Warranties

In addition to other express or implied warranties, Seller represents, warrants, covenants and agrees that: (a) the Products shall be free from defects in workmanship and material, shall be of merchantable quality and in good working order, and shall comply with all specifications and documentation relating thereto; and (b) the Services shall be performed in a diligent, professional and workmanlike manner. Unless other agreed, all warranties shall be valid for a period of at least twelve (12) months after the Tellabs’ acceptance of the Deliverable. All warranties shall survive acceptance and payment.

保证。除了其它明示的或暗示的保证外，卖方表示、保证、约定和同意：(a) 产品在工艺和材料上不存在任何缺陷，具备适销质量，处于完好的工作状态，符合所有相关的规格和文件要求；以及(b) 服务将以仔细、专业和技术熟练的方式提供。除非另有约定，所有的保证在泰乐接受可交付物之后至少12个月内有效。所接受和付款期限内，所有的保证持续有效。

8. Inspection and Acceptance

Tellabs may inspect any Deliverables within thirty (30) days after receipt (for Goods) or completion (for Services) thereof. Tellabs may reject any Deliverables that do not conform exactly to the Contract. Tellabs may return rejected Goods to Seller, or hold them while awaiting Seller's instructions; all at Seller's risk and expense. Payment for Deliverables before inspection shall not constitute acceptance thereof. Acceptance shall occur upon Tellabs' written verification that Goods conform to all specifications or Services have been performed properly.

检验与验收。泰乐在收到(货物)或完成(服务)后30日之内可以检验任何可交付物。泰乐可以拒绝接收任何与合同不一致的可交付物。泰乐可将拒收的货物退还给卖方或者在等待卖方的指示时持有拒收的货物；所有的风险和费用由卖方承担。一旦泰乐书面确认货物符合所有规格或所有服务已经适当提供，即可验收货物。

9. Intellectual Property

Seller represents, warrants, covenants and agrees that the Goods (including the use thereof) will not infringe any patent, copyright, trademark, trade secret or other intellectual property right. Seller shall defend (via counsel acceptable to Tellabs), indemnify and hold Tellabs, its successors, assigns and customers harmless from any claim, loss, liability, costs and expenses (including attorneys' fees) by reason of any such infringement or claim of infringement.

知识产权。卖方表示、保证、约定和同意，货物(包括货物的使用)不得侵犯任何专利权、版权、商标权、商业秘密或其它知识产权。卖方应(通过泰乐认可的律师)为泰乐、泰乐的继任者、受让人和客户辩护、赔偿泰乐、泰乐的继任者、受让人和客户并使泰乐、泰乐的继任者、受让人和客户不受因类似侵权或侵权索赔而产生的任何索赔、损失、责任、开支和费用(包括律师费)的损害。

10. Injury to Person or Property

Seller shall defend (via counsel acceptable to Tellabs), indemnify and hold Tellabs, its successors, assigns and customers harmless from any claim, loss, liability, damage, injury, cost or expenses (including attorneys' fees) pertaining to personal injury or property damage caused by the Deliverables or Seller's performance hereunder.

人员伤害或财产损失。卖方应(通过泰乐认可的律师)为泰乐、泰乐的继任者、受让人和客户辩护、赔偿泰乐、泰乐的继任者、受让人和客户并使泰乐、泰乐的继任者、受让人和客户不受因可交付物或卖方提供的服务造成的与人员伤害或财产损失有关的任何索赔、损失、责任、损害、伤害、开支和费用(包括律师费)的损害。

11. Insurance

Where Seller is providing services to Tellabs, Seller shall procure public liability and contractual liability insurance against the risks and liabilities assumed in the preceding paragraph in accordance with such laws and regulations as shall apply at such place where the Seller's obligations are being discharged and upon request shall present to Tellabs policies or certificates of insurance or other evidence of such insurance with liability limits reasonably satisfactory to Tellabs, naming Tellabs as an additional insured, provided that the limits of liability or coverage in any such insurance

shall not limit the risks and liabilities assumed by Seller in the preceding paragraph.

保险。在卖方向泰乐提供服务的同时，卖方应当按照适用于免除卖方义务类似法律规定取得前一自然段中所述风险和责任的公共责任险和合同责任险并应要求提供保险单或保险证或类似保险的其它证明，其责任限制应当使泰乐满意，即如果类似保险中的责任限制或保险险别不限制上述自然段中所述的由卖方承担的风险和责任时，泰乐作为额外的被保险人。

12. Government Regulations

Seller represents, warrants, covenants and agrees that it shall comply with all applicable laws, rules and regulations of governmental authorities, and procure any permits or licenses necessary to Seller's performance hereunder.

政府规定。卖方表示、保证、约定和同意，它将遵守所有适用的政府当局的法律、法规并获得卖方提供服务所需的所有许可证或通行证。

13. Taxes

Seller shall be responsible for all taxes (including withholding, value added, goods and services, excise, use or other taxes) pertaining to the production, sale, delivery or use of the Deliverables.

税款。卖方应当负责与生产、销售、提供或使用可交付物有关的所有税款(包括但不限于代扣税金、增值税、货物与服务税、消费税、使用税或其它税款)。

14. Price and Payment Terms

If the price is omitted on the face hereof, then Seller's price shall be lowest prevailing market price at the time this order is acknowledged by Seller; but not higher than the price last quoted by Seller to Tellabs. Seller may issue invoices after Tellabs' receipt and acceptance of the pertinent Deliverable. Tellabs shall pay undisputed invoices within forty-five (45) days after Tellabs' receipt of such invoice. The cash discount period, if any, shall date from Tellabs' receipt of the invoice. Notwithstanding the same, Tellabs may withhold all or part of such payment if Tellabs determines that Seller has failed to perform any part of its obligations. Seller shall not impose any interest, fees or charges against such withheld payments. Unless otherwise agreed, Tellabs shall make payment to the Seller in such mode and manner as it shall determine.

价格与支付条款。如果在订单上省略了价格，卖方的价格应当是卖方确认订单时最低的市场价；但是不得高于卖方向泰乐提供的最后报价。泰乐收到并验收有关的可交付物后，卖方将出具发票。自泰乐收到类似的发票后45天之内，泰乐将支付无争议的发票价格。现金折扣期间，如果存在的话，则从泰乐收到发票时开始计算。尽管存在此规定，如果泰乐确定卖方未能履行其义务中的任何部分，泰乐可以扣留类似款项的部分或全部。卖方不得对类似扣留的款项索取任何利息、费用或收费。除非另有约定，泰乐将以类似方式和它可能确定的方式向卖方支付款项。

15. Title and Risk of Loss

Goods shall be delivered to Tellabs DDP, Tellabs' named premises (Incoterms 2000). Rejected Goods shall be shipped by Tellabs to

Seller FCA, Seller's named premises (Incoterms 2000). Title to Goods shall pass to Tellabs upon delivery to the destination specified on the face hereof, and such passing shall not constitute Tellabs' acceptance of the Goods. All Goods shall be free and clear of any liens and encumbrances.

所有权和灭失风险。货物将交付给泰乐的DDP，泰乐指定的设施(2000年国际商会国际贸易术语解释通则)。拒收的货物将由泰乐运往卖方的FCA，泰乐指定的设施(2000年国际商会国际贸易术语解释通则)。一旦货物交付至订单规定的目的地，货物的所有权则转移给泰乐；类似的所有权转移不得视为泰乐验收了货物。所有的货物不受任何留置权或债权的影响，也不存在任何留置权或债权。

16. Non-exclusive Rights

This Contract does not grant Seller an exclusive privilege to sell Deliverables to Tellabs.

非专有权。本合同不授予卖方向泰乐销售可交付物的专有特权。

17. Independent Contractor

Seller and Tellabs are each engaged in an independent business. Each Party shall perform its obligations as an independent contractor and not as the agent, employee or servant of the other Party. Each Party shall be solely responsible for: (a) the employment, direction, supervision, compensation and discharge of its own employees, agents and subcontractors, including compliance with social security, withholding and all other applicable regulations; and (b) its own acts and those acts of its employees, agents and subcontractors.

独立承包人。卖方和泰乐将独立经营各自的业务。每一方应当作为独立的承包人而不是另外一方的代理人、雇员或仆人履行其义务。各方应当对如下事宜承担全部责任：(a) 各自雇员、代理人和分包商的雇用、指导、监督、补偿和解雇，包括遵守社会保障、扣缴税款和所有其它适用的规定；以及 (b) 各自的行为以及其雇员、代理人和分包商的行为。

18. Environmental Compliance

Seller represents, warrants, covenants and agrees that the Deliverables and Seller's performance hereunder shall comply with all applicable laws, statutes, regulations, rules, ordinances and codes regarding the packaging, handling, use, storage, processing, transportation, treatment or disposal of Goods that are, or contain, hazardous or toxic wastes, substances or materials ("Hazardous Material"). Seller shall provide advice or assistance to Tellabs or its customers in the use and disposal of Hazardous Material. Seller shall obtain all licenses, permits and authorizations from all governments or agencies that have, or may assert, jurisdiction over any aspects of Seller's performance hereunder. Seller shall notify Tellabs or its customers at least thirty (30) days prior to shipment of Hazardous Material. Each self-contained unit or carrier shall be marked to identify the existence of Hazardous Material and its name. Tellabs may terminate any order for Hazardous Material within thirty (30) days after such notification from Seller without any liability to Tellabs. Seller shall defend (via counsel acceptable to

Tellabs), indemnify and hold Tellabs or Tellabs' customers harmless from any violation or breach of the terms of this section.

遵守环保规定。卖方表示、保证、约定和同意，可交付物和卖方以下的履约行为应当遵守与目前是或包含危险的或有毒的废料、物质或材料("有害物质")的货物的包装、搬运、使用、储存、加工、运输、处理或处置有关的所有适用法律、法令、规定、规则、条例和准则。卖方应当向泰乐及其客户提供使用和处置有害物质的建议或帮助。卖方应当从对卖方履约任何方面具有管辖权或声称具有管辖权的政府或机构获得所有许可证、通行证和授权。卖方在装运有害物质之前至少30天通知泰乐及其客户。应当标明每个独立的单位或运输公司以便确定有害物质的存在及其名称。在收到卖方发出的类似通知之后30天之内泰乐可以中止有害物质的订单而不需承担任何责任。卖方应当(通过泰乐认可的律师)替泰乐或泰乐的客户辩护、赔偿泰乐或泰乐的客户，并不使泰乐或泰乐的客户受到违反本节中的条款的损害。

19. Information

All specifications, drawings, sketches, schematics, models, samples, tools, computer or other apparatus programs, technical or business information or data (written, oral or otherwise, and all copies thereof) of Tellabs or its customers ("Tellabs' Information") shall: (a) be considered confidential and proprietary, and used only by those Seller employees with a need to know in order to assure Seller's performance under this Contract; (b) remain Tellabs' or its Customers' property; and (c) be returned to Tellabs or its Customers upon request. Information disclosed by Seller shall not be considered confidential or proprietary.

信息。泰乐或泰乐客户的所有说明书、图纸、略图、图表、模型、样本、工具、计算机或其它仪器程序、技术或商业信息或数据(书面的、口头的或其它方式的，以及它们的所有副本)("泰乐信息")将：(a) 被视为机密信息和专有信息，只能供履行卖方在本合同项下义务必须知道的那些卖方雇员使用；(b) 始终是泰乐或泰乐客户的财产；以及 (c) 按照要求归还泰乐或泰乐的客户。卖方透露的信息不得被视为是机密信息或专有信息。

20. Force Majeure

Any failure by either Party to fulfill its obligations shall not be deemed a breach of this Contract if that failure is due to causes that are outside the reasonable control of a Party and cannot be avoided by the exercise of due care ("Force Majeure"). Notice of Force Majeure shall be made promptly in writing to the other Party. The performance of a Party's obligations under this Contract shall be suspended for as long as Force Majeure exists. Each Party shall take reasonable steps to limit the effect of Force Majeure. If Force Majeure continues for more than six (6) months, then either Party shall have the right to terminate this Contract upon written notice. 不可抗力。如果任何一方因为超出该方合理控制的范围且通过适当的努力仍然不能避免("不可抗力")未能履行其在本合同项下的义务，不得被视为违反本合同。不可抗力的通知必须以书面方式立即发给对方。只要不可抗力存在，各方均可暂停履行其在本合同项下的义务。每一方应采取合理的措施降低不可抗力的影响。如果不可抗力持续6个月以上，任何一方在发出书面通知的情况下均有权中止本合同。



21. Limitation of Liability

Tellabs shall not be liable for any incidental, consequential, punitive, indirect or special damages or liabilities of any kind, including but not limited to business interruption, lost profits, loss of use or loss of data, under any theory of liability and even if Tellabs was advised of the likelihood of such damages or liabilities. In no event shall Tellabs' liability exceed the net purchase price paid for the pertinent Deliverable under the Contract.

责任限制。泰乐对于任何附带的、必然的、惩罚性的、间接的或特殊的损失或任何类型的义务概不负责，包括但不限于任何理由的业务干扰、利润损失、机会损失或数据损失，即使将类似损失或责任的可能性通知了泰乐。无论在任何情况下，泰乐的责任不得超过为本合同项下有关可交付物所支付的净购价。

22. License

Seller grants Tellabs a royalty-free, fully paid-up, worldwide, irrevocable, perpetual, unrestricted license to use, modify, sell (directly and indirectly), sublicense, import and service any software or documentation portion of the Deliverables. Seller grants Tellabs the right to market and distribute, under Tellabs' applicable labels and trademarks, the Goods, either alone or in combination with other equipment or material.

许可证。卖方授予泰乐免特许费、全部款项已付、全球范围内、不可撤销、永久性、无限制使用、修改、(直接或间接)销售、转授许可、引进和维修可交付物任何软件或文件资料部分的权力。卖方授予泰乐使用泰乐适用的标签和商标营销和分销货物的权力，无论是单独营销和分销还是与其它设备或材料结合营销和分销。

23. Miscellaneous

Remedies listed herein shall not prejudice Tellabs' right to pursue any other rights or remedies at law or in equity. Waiver of a breach under this Contract shall not constitute a waiver of any other

breach. If any provision of this Contract is invalid or unenforceable, then the remainder of the Contract shall not be affected. Seller shall not publish or use any advertising, sales promotion, press releases or publicity matters relating to this Contract without Tellabs' prior written approval. Headings found at the beginning of each Section of this Contract are for convenience only and shall not affect the interpretation thereof. Words importing the singular also include the plural and vice versa. This Contract shall be governed by the laws of the following (excluding their conflict of laws provisions): (a) Illinois, to the extent that the Deliverables are shipped to or performed in the United States; or (b) Sweden, to the extent that the Deliverables are shipped or performed outside the United States. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

其它。此处所列的补救措施不得损害泰乐寻求任何其它权力或法律规定的或权益中的补救措施的权力。放弃本合同项下违约索赔的权力不得视为放弃本合同项下其它违约的索赔权力。如果本合同中的任何规定无效或不能执行，本合同其它规定不受影响。事先未经泰乐书面批准，卖方不得出版或使用与本合同有关的任何广告、促销资料、新闻稿或宣传物品。本合同中每一节开头的标题仅仅出于方便至目的，不得影响对本合同的解释。含有单数的词语同样包含复数，反之亦然。本合同受下述法律的约束(法律规定之间的冲突除外): (a) 如果可交付物运往美国或在美国提供，伊利诺斯州法律；或 (b) 如果可交付物运往美国以外地区或在美国以外地区提供，瑞典法律。联合国国际货物买卖契约公约不适用。

24. Survival

Sections 7, 9, 10, 17, 19, 21 and any provision of this Agreement that, given its purpose, interpretation or context, logically should survive the expiration or termination of this Contract shall so survive. 继续有效。鉴于其目的、解释和上下文逻辑关系，本合同期满或中止之后，第7, 9, 10, 17, 19和第21节以及本协议中应当继续有效的所有规定将继续有效。

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