

**SUPPLEMENTARY TERMS AND CONDITIONS FOR  
PURCHASE ORDERS ISSUED FOR CONSTRUCTION,  
INSTALLATION OR REPAIR WORK TO BE  
PERFORMED ON OUR PREMISES**

在我方物业上从事  
构建、安装或维修作业  
所签发采购订单的  
补充条款与条件

Whereas, \_\_\_\_\_ (“you”) and the Masco company identified on the purchase order as the “buyer” (which will be referred to as “us,” “our” or “we” in these Supplementary Terms) desire to enter into an agreement relating to the construction, installation or repair work described on the related purchase order (the “Purchase Order”), and

鉴于, \_\_\_\_\_ (“你方”) 与采购订单上所认定的“买方”Masco公司 (在此补充条款内被称为“我们”、“我们的”或“我方”) 有意在关于采购订单 (“采购订单”) 所述的构建、安装或维修作业事项上签署一份协议, 以及

Whereas, both parties understand that in certain important respects the terms and conditions on the Purchase Order are insufficient to cover this kind of work, and

鉴于, 双方理解, 在某些重要方面, 采购订单上的条款与条件不足以涵盖这种类型的作业, 以及

Whereas, both parties desire to supplement those terms and conditions with these supplementary terms and conditions.

鉴于, 双方希望在此用补充条款和条件对上述条款和条件进行补充。

NOW, THEREFORE, the parties agree that these supplementary terms and conditions shall become a part of the contract entered into between the parties as more fully described in the related Purchase Order and any other documents specifically referenced in such Purchase Order.

因此, 现在双方同意, 这些补充条款和条件应当成为双方之间所签署合约的一部分, 上述合约在相关的采购订单以及此类采购订单内特别参照的任何其他文件内有更加全面的描述。

1. These Terms Supplement Printed Terms and Conditions on Purchase Order. The terms and conditions contained on the Purchase Order shall be supplemented by these terms and conditions. To the extent these terms and conditions are inconsistent with the terms and conditions contained on the Purchase Order, these terms and conditions shall govern.

1. 这些条款是对采购订单上所印刷的条款与条件的补充。 采购订单上包含的条款与条件应当得到这些条款与条件的补充。在这些条款与条件与采购订单上包含的条款与条件不相符的程度上, 应当以这些条款与条件为依据。

2. Scope of the Work. As promptly and as economically as practicable, you shall (a) perform all necessary engineering services, (b) procure, order and furnish all of the required materials, labor and equipment, and (c) perform all of the services necessary for the construction, installation and completion of, and shall construct, install and complete, all of the work (the “Work”) called for and described in the Purchase Order (as supplemented by these terms) and in all specifications, drawings, documents and other descriptive data that may be referred to herein or attached hereto (all hereinafter collectively referred to as the “Contract”).

2. 作业范围。 本着尽可能快速和经济的原则, 您应当(a)从事所有必要的工程服务, (b)购买、订购和提供所有必要的材料、人工和设备, 以及 (c)为构建、安装和完成而执行所有必要的服务, 并且应构建、安装和完成采购订单 (根据这些条款的补充) 和在此参考和在此附带的所有规格、图纸、文件以及描述性数据 (所有在此统称为“合同”) 中所要求和描述的所有作业 (“作业”)。

3. Time of Completion. The Work to be performed under this Contract by you shall be commenced immediately and shall be completed in accordance with the specifications on or before the date set forth in the Purchase Order. If, however, you are delayed in the performance or completion of the Work under this Contract by labor strikes, lock-outs, fire, unavoidable casualties, or other causes beyond your control and without your fault or negligence (a “Delay”), then the time for the performance or completion of said Work may be extended for a reasonable period to allow for such delay, but any extension for a period of seven (7) days or more shall be valid only if the same is in writing signed and agreed to by us. You will notify us immediately in writing upon the occurrence of any such Delay, and provide us with any reasonably requested evidence of such Delay. No payment made under this Purchase Order, including final payment, shall be construed to be an acceptance of defective or improper workmanship or materials or constitute a waiver of any claims by us.

3. 完成的时间。 按照此合同要求而由您执行的作业应当立即开始, 并应按照技术规格要求在采购订单内规定的日期按时或提前完成。然而, 如果您在按照合同履行或完成作业时因罢工、封锁、火灾、无法避免的意外事故或其他在您控制之外并且您在当中没有过失或疏忽的原因而造成拖延 (“拖延”), 则履行或完成上述作业的时间可以被合理地延长一段时期, 以允许此类拖延, 但是任何七天 (7) 或更长时间

的延长只能在经过书面签署和我方同意之后方能有效。在发生任何此拖延情况时，您将立即以书面方式通知我们，并为我们提供表明此拖延发生的任何合理证据。按照采购订单提供的任何付款，包括最终付款，不应被理解为接受有缺陷或不恰当的工艺制作或材料，也不得构成对我方所作任何权利主张的弃权。

4. The Contract Sum.  
4. 合同额。

(a) We shall pay you, for the full and complete performance of the Work, the amounts specified on the Purchase Order ("Contract Sum"). Any items not specifically identified for a unit price and shown or required for the Work shall be considered incidental to, and included in, the unit specified for a unit price.

(a) 我们应当按照采购订单所约定的数额（“合同额”），为全部完成和履行的作业向您支付款项。任何未特别注明单价同时显然为或要求提供作业的项目，应当被认为是附属项目，并包含在已指明单价的装置中。

(b) You agree that, unless otherwise indicated in this Contract, (i) the Contract Sum does not include any state, provincial or local sales, use or other tax from which an exemption is available for purposes of this Contract, and (ii) the Contract Sum includes all other applicable federal, state and local taxes in effect at the date of this Contract. You agree to accept and use tax exemption certificates when supplied by us if acceptable to the taxing authorities. In case it shall ever be determined that any tax included in the Contract Sum was not required to be paid by you, you agree to notify us and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the us. If any amendment is made to any applicable tax law or regulation, you shall inform us promptly in writing, and will indemnify and hold us harmless from any penalty or fine assessed or imposed by the applicable taxing authority due to your failure to fully comply with the terms of this provision.

(b) 您同意，除了在本合同内另行规定之外，(i)合同额不包括任何州、省或当地的销售税、使用税或其他税费当中因合同目的而可以免税的部分，以及(ii)合同额包括在合同之日生效的所有其他适用的联邦、州和当地税费。如果税务主管机构可以接受，则当我方提交税务豁免证明时您将同意接受和使用它。在某些情况下，如果认定在合同额内包含的任何税费是不需要由你方支付的，你方同意通知我方，并立即就此申请退款，并采取所有适当的步骤来取得上述退款，然后，在接到上述退款时将其付给我方。如果有任何适用的税法或规则被实行任何修订，您应当立即书面通知我方，并将保障我方不会因您未能完全遵守本条款内的规定而被相应税务机构征收或处以任何惩罚或罚款。

(c) We shall have the right to withhold payment for defective work not remedied or for any of the other reasons set forth in Paragraph 8 hereof. If any such deficiencies are not promptly corrected after written notice, we may rectify same at your expense and deduct all costs and expenses incurred thereby from such withheld payments. You shall have full responsibility for, and the entire risk of, claims for non-payment by your subcontractors, suppliers, laborers and sub-subcontractors, suppliers and laborers of any tier provided we have paid you all sums properly due to you under this Purchase Order.

(c) 我方应当有权扣留未补救的残次作业的付款，并可按照本文第8节中规定的任何理由扣留付款。如果有任何此类缺陷没有在发出书面通知后得到立即补救，我们可以在由您付费的前提下对此进行补救，并从扣留的付款中扣除所有发生的成本和费用。您应当完全负责你方分包商、供应商、劳务提供者以及任何等级的下层分包商、供应商和劳务提供者所提出无付款索赔的全部风险，只要我方按照采购订单向您如数交付全部款项。

(d) In the event of any dispute between the parties, we shall be obligated to make all payments due to you over which there is no good faith dispute and you shall not, if you receive such payments, stop the Work or terminate the Contract.

(d) 在各方发生任何纠纷的情况下，我们应有责任向您提供无诚实争议的全部应付款项，如果您收到此类款项，则不应当停止履行作业或终止合同。

5. Payment. Unless otherwise provided in this Contract, the Contract Sum shall be due sixty (60) days after the Work is finally completed in accordance with the specifications; provided, however, that said payment shall not be due until you have delivered to us a complete waiver and release of all liens arising out of this Contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to us indemnifying us against any lien. No payment made under this Contract, including final payment, shall be construed to be an acceptance of defective or improper workmanship or materials or certificate of waiver of any claims by us.

5. 付款。除了本合同另行规定之外，合同额应当在作业按照规格要求最终完成之后的六十(60)天之内到期；然而，上述款项不应视为到期，直到您向我们提供此合同所引起的所有置押权的完整弃权和解除文件，或提供全部人工与材料的全额收据以避免因此提出置押申请，或提供令我方满意的保证书以保障我方不受任何置押权影响为止。按照本合同提供的任何付款，包括最终付款，不应被理解为接受有缺陷或不恰当的工艺制作或材料，也不得作为我方放弃任何权利主张的证明。

6. Changes, Alterations and Modifications. We may at any time by a written order and without notice to your sureties or assigns change the extent of the Work covered by this Contract, the drawings, specifications or other description herein, or the time of completion. In connection with any such written order, we may issue a written stop work order with which you shall fully comply, and you shall be excused from proceeding

with the Work as changed only so long as such stop work order remains in effect. Promptly upon receipt of the details of any such change, you shall either advise that the change will not affect its costs, or furnish: (a) a breakdown of estimated cost and changes in the Contract Sum attributable thereto, and (b) a statement of any necessary changes in the time of completion. Your failure to advise us within ten (10) days of the effect of any change hereunder shall constitute your consent to conform to the change without increase in the Contract Sum, or without change in any other terms and conditions of this Contract. The "written order" authorized by this paragraph shall be effective notwithstanding the absence of your formal written acceptance thereof. If the change causes a material increase or decrease in costs, then an equitable adjustment of the Contract Sum herein to be paid to you shall promptly be negotiated by the parties and incorporated in a written amendment to this Contract.

6. 改变、更改和修改。 我们可以通过发出书面订单的方式，在未经书面通知你方担保人或委派人的情况下，随时或在完工时更改本合同、图纸、规格或此处其他描述内涵盖的作业范围。在任何此类书面订单方面，我们可以签发一份书面的停止作业订单请您完全遵守，只要此停止作业订单维持有效，您就有理由不去执行作业的修改。在收到任何此类修改的详情之后，您应当立即告知我们此变化不会影响成本，或者提供：(a)估算成本的详尽报告，以及因此造成的合同额变化，以及 (b)在完工时提供任何必要变化的报告书。如果您在任何变化生效的十日（10）内没有通知我方，则应当视为您同意遵循此变化而不必增加合同额，或不改变本合同的任何其他条款和条件。就算没有您正式的书面接受文件，本节所授权的“书面订单”也应当有效。如果此变化会导致材料的成本升高或降低，则在双方立即协商并在合同中合并书面修订案的前提下，我们会向您支付经过合理调节的合同额。

7. Materials and Employees. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. You shall, if we so require, furnish samples or other satisfactory evidence as to the kind and quality of materials as directed by us, and all materials thereafter furnished by you shall be in strict accord with such approved samples.

7. 材料和雇员。 除另行规定外，所有材料都将为新品，同时在工艺和材料方面均品质良好。如果我们提出要求，您应当按照我们的指示提供样品或其他令人满意的证据以说明材料的种类和品质，此后由你方提供的所有材料均应严格地符合经批准的样品。

8. Defaults.  
8. 违约。

(a) You shall pay the costs of the Work as they are incurred.

(a) 您应当支付所产生的作业成本。

(b) If you shall fail to pay any of the costs incurred by you, we shall have the right to pay such costs directly, upon twenty-four (24) hours written notice to you, and deduct such costs from the Contract Sum.

(b) 如果您未能支付由您产生的任何成本，我们应当有权在向您发出书面通知的二十四(24)小时之后直接支付此类成本，并在合同额内扣减此成本。

(c) If you should fail in the prosecution of the Work under this Contract or fail to perform any provision of this Contract, we may serve a notice in writing upon you to remedy said failure, and upon your refusal or neglect for a period of two (2) working days to remedy such failure, we shall be entitled to remedy such failure, and any cost thereby incurred by us shall be paid for the account of you and deducted from the Contract Sum.

(c) 如果您未能执行本合同内规定的作业，或未能履行本合同内的任何条款，我们可以向您送达书面通知以补救上述履约失败，同时，当您在两个（2）个工作日内拒绝或疏忽对此进行补救时，我们有权对此履约失败进行补救，其中由我方发生的任何成本都应当由您支付，并从合同额内扣除。

(d) Any expense or cost arising out of the your negligence, or that of your agents or employees, for replacing defective work, for damage to property, and for the disposal of material wrongly supplied, may be paid by us for your account and deducted from the Contract Sum.

(d) 我们可以为由您、您的代理或雇员的疏忽所引起、为了更换残次作业、为了资产损害以及为了处理错误的材料供应所引发的任何费用或成本进行付款，并计入您的账目和从合同额内扣除此金额。

9. Protection of Work, Property and Persons. It is specifically understood and agreed that during the progress of the Work under this Contract, you shall take extreme precautions against the possibility of fire on our property and maintain adequate protection of the Work, adjacent property and the public, and you shall be responsible for any damage or injury due to your act or neglect. Any other provision in this Contract to the contrary notwithstanding, you hereby assume entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death or personal injury resulting therefrom) to all persons, whether your employees or otherwise, and to all property, caused by, resulting from or arising out of your negligence or that of your agents or employees.

9. 作业、资产和人员的保护。 我们在此特别理解和同意，在合同规定的作业实施期间，您应当采取极其谨慎的预防措施，以防止在我方资产上发生火灾，并对作业、临近资产和大众维持足够的保

护，您应当对由于你方行为或疏忽所造成的任何损失或人身伤害负责。就算本合同内有与此矛盾的任何其他条款，您在此为由您、您的代理或雇员的疏忽所引起或导致，使全部人员（无论是您的雇员还是他人）及全部财产遭受的任何和所有损失或伤害，无论其种类和性质如何（包括由此导致的死亡或人身伤害），承担全部的责任和义务。

10. Title to the Work. The title to all Work completed or in the course of construction, and all materials on account of which any payment has been made by us to you, shall be in our name.

10. 作业的产权。所有已完成或正在建设中的作业，以及我们向您付过款的所有材料，其产权应当属于我方。

11. Inspection. We shall have access to and the right to inspect all Work in the course of construction. We shall also have the right to have a representative on the job site at any or all times during the Work.

11. 检查。我们应当在建设过程中得以进入并有权检查所有作业。我们还应当有权在作业进行期间向工作现场随时指派代表。

12. Subcontracts. You agree to obtain the agreement of every subcontractor to be bound to terms and conditions materially and substantially comparable to those contained herein unless otherwise authorized and approved by us. You shall be jointly and severally liable with your subcontractor for any breach of or default under the Purchase Order, including but not limited to these Supplementary Terms.

12. 分包。您同意使每个分包商同意接受各种条款和条件的约束，这些条款和条件与此处规定的条款在实质上和大体上相当，除非我方另行授权和批准其他条款。您应当与您的分包商为任何采购订单事项（包括但不限于这些补充条款）的违约或不履行共同及分别承担义务。

13. Separate Contracts. We shall have the right to let other contracts in connection with this Work or other work and you shall afford other vendors or contractors reasonable opportunity for the execution of their work and shall properly connect and coordinate your work and theirs.

13. 分别承包。我们应当有权让其他方承包与此作业或其他作业有关的工作，您应当给与其他销售方或承包商合理的机会用于从事他们的作业，并应当适当联络和协调您与他们之间的工作。

You shall be liable for any damage that you, your agents or employees may cause to any other vendor or contractor, and shall indemnify and hold us harmless therefrom.

您应当为可由您、您的代理或雇员对任何其他销售方或承包商造成的任何损失承担义务，并应保障我方在其间不受损失。

14. Use of Premises. You shall confine your apparatus, the storage of materials and the operations of your workers to limits indicated by law, ordinances or permits, and shall not unreasonably encumber the premises with your materials. Before storing any materials or apparatus, or before constructing any temporary work shanty or workshop upon our premises, you shall obtain clearance from us in writing designating the location and space on our premises for such storage. In addition, before you move or relocate any storage area or temporary shanty or workshop, you shall obtain similar clearance in writing from us designating new or additional space on our premises.

14. 物业的使用。您应当限制你方设备、材料储存和人员运作，使之符合法律、法令或许可证所指明的限制，并不得合理地用你方材料阻塞物业场地。在储存任何材料或设备之前，或在我方物业上构建任何临时工棚或车间之前，您应当获得我方的书面许可，并在当中为储存作业指定物业上的地点和空间。此外，在您移动或搬迁任何储存区域、临时工棚或车间之前，您应当获得我方的类似书面许可，在当中指定我方物业上的新定空间或附加空间。

15. Permits and Regulations.

15. 许可证和规则。

(a) Before commencing the performance of any of the Work under this Contract, you shall supply all necessary building permits for the erection of permanent structures, all other permits and licenses as may be necessary, and before and during the progress of Work under this Contract, give all notices and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, local, or other governmental authority, relating to the performance of Work under this Contract, and if you perform any work that is contrary to any such law, ordinance, rule or regulation, you shall bear all the costs arising therefrom. In the event that you are unable to procure the necessary permits, as provided above, we shall have the option to cancel this Contract without any liability whatsoever, or we may procure the permits, and the costs thereof shall be deducted from the Contract Sum.

(a) 在开始执行本合同内规定的任何作业之前，您应当提供所有必要的用于建造永久性结构物的建设许可证、所有其他可能为必要的许可证和执照，并且在按照合同进行作业之前或在此期间，在有关按照本合同执行作业方面提供所有通知并遵守当前和此后由任何联邦、州、当地或其他政府机构颁布生效的各个种类与性质的所有法律、法令、规则和规范，同时，如果您执行的任何作业与任何此类法律、法令、规则或规范发生抵触，您应当承担因此引发的全部成本。在您无法获得如上所述的必要许可证的情况下，我们应当可选择取消本合同并且不承担任何义务，或者我们可以获得此许可证，并从合同额内扣除由此发生的成本。

(b) You agree to comply in full, and to ensure that all of your employees and agents are familiar with and comply in full, with our Supplier Business Practices Policy, which is attached hereto as Rider A.

(b) 您同意完全遵守,并确保你方所有雇员、代理熟悉并完全遵守我方的供应商商业惯例政策,该政策以附约A的形式提供。

16. Insurance. You shall maintain such insurance as will protect you and us from all claims under (a)employee compensation claims, (b) Personal Liability, (c) Property Damage and (d) all other claims for damages, including personal injury and death, which may arise from operations under this Contract, including the insurance required under Rider B. Certificates of such insurance shall be filed with us and shall be subject to our approval for adequacy of protection and shall name us as an additional insured party.

16. 保险。您应当维持相关的保险,使你我双方都得到保护,以避免遭受以下方面的索赔主张 (a)雇员薪资索赔, (b)个人责任, (c)财产损失和(d)所有其他的损失索赔,包括由本合同的运作所引起的人身伤害和死亡,包括附则B中所要求的保险。此保险的证明应当向我方提交,并经过我方批准以确保能提供足够的保护,同时应将我方指定为额外的受保方。

17. Termination.

17. 终止。

(a) Anything in this Contract to the contrary notwithstanding, if you should so fail to make progress as to endanger performance of this Contract in accordance with its terms, or if you should fail to make prompt payment to subcontractors or for material or labor, or violate any laws, ordinances or regulations, or otherwise violate any provision of this Contract, then we may, without prejudice to any other right or remedy, terminate this Contract in whole or from time to time in part upon written notice and proceed to complete or cause the Work to be completed, and we may deduct the cost of completing the Work from payments then or thereafter due to you, and you shall pay us any amount by which such cost of completion shall exceed the unpaid monies due or to become due to you.

(a) 就算本合同内有任何与此相反的规定,如果您未能保持进度以至危及到按照合同条款对本合同的履行,或者如果您未能立即向分包商支付材料或人工费用,或者触犯任何法律、法令或规范以及违反本合同内的任何条款,则我们可以在不损害任何其他权利或求偿权的情况下,在发出书面通知之后全部终止本合同或不定部分终止本合同,并继续完成作业或使作业得到完成,同时我们可以随后从付款中扣除完成此作业的成本,或以后将此作为您的应付款,并且,您应当向我方支付此作业完成成本超出我方未付款项金额的任何数额,或支付成为您应付款的部分。

(b) In addition to the provisions of paragraph 17(a), we shall have the right to terminate this Contract without cause upon five (5) days' written notice to you, but in that event, we shall pay to you a proportionate amount of the Contract Sum, as amended, based upon the percentage of the completion of the Work under this Contract and any amendment hereto, but we shall not be liable for any damages or lost profits.

(b) 除了17(a)节条款所规定之外,我们应当有权利在向您提供书面通知的五日(5)之后无需理由而终止本合同,但是在此情况下,我们应当向您支付按比例计算的合同额部分,即根据本合同规定作业所完成的百分比进行金额修改或由此作出的任何金额修改,但是我方对任何损害或利润损失不承担义务。

18. Your Guarantee. In addition to any warranty requested in the Purchase Order or the Riders to this Contract, you hereby guarantee to us that all work performed hereunder shall be free from all defects of any kind, nature or description on the date of the completion thereof and for a period of one (1) year thereafter; and during such one (1) year period, you hereby (a) indemnify and hold us harmless from and against all loss or damage arising out of or in connection with any such defects, and (b) agrees on notice from us to you to promptly remedy and cure any such defect or defects at your sole cost and expense.

18. 您的担保。除了采购订单或本合同的附约内所要求的任何保证之外,您在此向我方担保由此从事的所有作业应当在完工之日以及此后一年(1)之内不出现任何种类、性质或描述的所有缺陷;同时,在此一年(1)期间,您特此(a)保障我方不受到任何因此缺陷引起或与此缺陷有关的所有损失或损害,以及(b)同意在我方向您发出通知之后立即补偿和补救任何此类缺陷,并独自承担相关成本和费用。

19. Approval of Plans and Specifications; Ownership of Documents, Designs, Etc. All plans and specifications drawn by you shall be submitted to us for written approval prior to commencement of Work or procurement of materials. Copies of such plans and specifications shall be furnished to us, and all designs, plans, specifications, improvements, inventions and all rights pertaining thereto, developed by you in the course of performance under this Contract, shall be promptly disclosed to us, and shall become our sole and exclusive property.

19. 图纸和规格的批准;文件、设计等所有权。在开始作业或采购材料之前,由你方绘制的所有图纸和规格说明均应提交至我方供书面批准。此类图纸和规格的副本应当提供给我方,您在履行本合同的过程中所开发的所有设计、图纸、规范、改进、发明和所有与此相关的权利,应当立即向我方披露并成为我方唯一和专有的财产。

All drawings, specifications or other documents, whether tracings or originals, furnished by us to you shall remain our property and you shall make no copies or use of such drawings, specifications or documents except in

performance of the Work called for by this Contract. All such documents shall be returned to us upon completion or termination of this Contract.

我方向你方提供的所有图纸、规格或其他文件，无论是描图或原稿，均应保持为我方财产，除了按照合同要求为满足从事作业的需要之外，您不应制作副本或使用此类图纸、规格或文件。在完工或本合同终止之后，所有此类文件均应退还我方。

20. Cost Breakdown. If required by us, you agree to make available to us within 10 days after the completion of the Work under this Contract, such books, records, receipts, vouchers or other data as may be deemed necessary by us to enable us to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the Work performed under this Contract.

20. 成本分解。如果我方提出要求，您同意在按合同完成作业后的十天之内向我方提供那些我方视为必要的此类账册、记录、收据、证件或其他数据，使我方能够计算出相应的成本数字，用于为可能结合在本合同中从事的作业中的各种材料以及其他要件确定折旧率。

21. Miscellaneous.

21. 杂项。

(a) The terms "Work" and "work under this Contract" include labor and materials as required for the performance of this Contract.

(a) “作业”以及“本合同规定的作业”等术语包含为履行合同而要求的人工和材料。

(b) Written notice under this Contract shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by certified or registered mail, overnight delivery service or telecopier to you at the address shown herein, or to us at the address shown herein to the attention of the person executing this Contract or such other person as may be designated by the applicable party in accordance with this paragraph.

(b) 当书面通知以专人交付给意图送达的公司某个人或成员、或某公司官员时，或按照本文所列地址通过认证邮件或挂号邮件、隔夜投递服务或传真发送给你方或我方签署本合同的人员或可能按照本节规定被各方指定的其他人员时，按照本合同规定的书面通知应当被视为适当送达。

(c) This Contract will be construed and interpreted according to the laws of the state appearing in our address on the applicable purchase order, without regard to the laws regarding conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

(c) 本合同将按照我方相应采购订单内所列地址的所在国法律来理解和解释，而不考虑存在法律冲突的那些法律。联合国国际商品销售合同公约不适用于这些条款。

(d) All disputes which cannot be settled by mutual negotiations shall be referred for arbitration by a sole arbitrator appointed by us under the provisions of the Arbitration Articles of the International Chamber of Commerce's Rules of Conciliation and Arbitration in force at that time. Arbitration proceedings shall take place in Geneva, Switzerland and proceedings will be conducted in English.

(d) 所有无法通过彼此协商来解决的争议都将提交独立仲裁人来仲裁，仲裁人由我方依据国际商会当时生效的调解与仲裁规则中的仲裁条款来指定。仲裁程序应在瑞士的日内瓦举办，并以英文来处理。

(e) In the event of any conflict between these Supplementary Terms and Conditions and any other terms and conditions set forth in the Contract, the provisions of this document shall govern.

(e) 在补充条款与条件与本合同中规定的任何其他条款与条件发生抵触的情况下，应当以本文件中的条款为依据。

IN WITNESS WHEREOF, the parties have executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
双方于20\_\_\_\_年\_\_\_\_月\_\_\_\_日签署本合同，特此为证。

Contractor:  
承包商:

Buyer:  
采购方:

\_\_\_\_\_  
a \_\_\_\_\_ corporation  
\_\_\_\_\_  
\_\_\_\_\_公司

\_\_\_\_\_  
a \_\_\_\_\_ corporation  
\_\_\_\_\_  
\_\_\_\_\_公司

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

签署人: \_\_\_\_\_

签署人: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

职务: \_\_\_\_\_

职务: \_\_\_\_\_

Address and Telecopier Number  
for Notice Purposes:

Address and Telecopier Number  
for Notice Purposes:

用以传达通知的  
地址与传真号:

用以传达通知的  
地址与传真号:

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

收件人: \_\_\_\_\_

收件人: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

传真: (\_\_\_\_) \_\_\_\_\_

传真: (\_\_\_\_) \_\_\_\_\_

With a copy to:  
Masco Corporation  
21001 Van Born Road  
Taylor, MI 48180  
Attention: General Counsel  
Fax: (313) 792-6430

抄送至:  
Masco Corporation  
21001 Van Born Road  
Taylor, MI 48180  
Attention: General Counsel  
传真: (313) 792-6430

Location/Department for Work: \_\_\_\_\_

作业的地点/部门: \_\_\_\_\_

Date(s) for Contractor's Work: \_\_\_\_\_

承包商作业日期: \_\_\_\_\_

Contract or Purchase Order Number: \_\_\_\_\_

合同号或采购订单号: \_\_\_\_\_

(Name of Company)'s Representative: \_\_\_\_\_

(公司名称)的代表: \_\_\_\_\_

Rider A  
附则 A

Masco Corporation  
Masco 公司

Supplier Business Practices Policy  
供应商商业惯例政策

Masco prides itself on its reputation for honesty, integrity, and excellence in everything that we do. We therefore expect and require that all goods produced on our behalf or on behalf of any of the brands in the Masco family be made in facilities that meet specific criteria for human rights, working conditions and protection of the environment. Masco以自身的诚实、诚信和从业领域内的卓越表现而深感自豪。因此，我们期望和要求所有以我们或Masco家族内任何品牌的名义所生产的产品，必须在那些符合人权、工作条件和环境保护等特定标准的设施内生产。

Our selection and continued use of our suppliers is based on the following standards with respect to all goods that we purchase:

我们在做出选择和继续聘用供应商的决定时，是基于我们在采购的所有产品方面的如下标准：

- 1. Comply with all applicable laws and regulations.**  
1. 符合所有的适用法律和法规。
- 2. Protect against the use of workers younger than the minimum age required by law.**  
2. 保护儿童，杜绝使用年龄低于法律规定最低年龄的工人。
- 3. Protect against the use of forced labor.**  
3. 保护人权，杜绝使用强迫劳工。
- 4. Provide appropriate wages and benefits as required by law.**  
4. 依照法律要求提供适当的工资和福利。
- 5. Protect against excessive working hours that exceed local laws or business customs.**  
5. 保护劳工权利，禁止过度延长工时而超过当地法律或企业惯例。
- 6. Protect against physical and mental punishment of workers.**  
6. 保护工人，杜绝对工人实施体罚和精神惩罚。
- 7. Protect against unlawful discrimination against workers and encourage employment based on ability.**  
7. 杜绝对工人非法歧视，鼓励依照个人能力聘用。
- 8. Respect workers' rights to associate freely.**  
8. 尊重工人自由结社的权利。
- 9. Maintain safe and clean workplaces, including any residential facilities, in compliance with the law.**  
9. 维持安全和洁净的工作场所，包括任何民用设备，使之符合法律要求。
- 10. Protect our confidential and proprietary information.**  
10. 保护我们的机密和专属信息。

We will not knowingly work with suppliers that do not respect these standards and those of our customers. We will periodically assess our supplier's compliance with these standards and those of our customers. Any reported non-compliance will be investigated and appropriate action will be taken. These standards apply whether the supplier is a Masco company, an affiliate, or a third party.

我们不会在知情的情况下与那些不遵守这些标准的供应商和客户开展合作。我们将定期以这些标准对供应商和客户进行合规评估。我们将对举报的任何违规事件展开调查并相应采取适当的措施。无论供应商是Masco分公司、加盟企业或第三方，这些标准都将适用。

**Rider B  
附则 B**

**INSURANCE REQUIREMENTS**  
**保险要求**

Annexed to all Purchase Orders between Masco Corporation (“us,” “our” or “we”) and  
\_\_\_\_\_ (“you”) for the calendar year 200\_\_.

附加在Masco公司（“我们”、“我们的”、“我方”）与\_\_\_\_\_（“你方”）在200\_\_年的采购订单之后。

1. You have, or shall obtain and maintain in full force and effect during the Work on the Project, the insurance coverages indicated. Our company and others designated by us shall be named as an additional insured with a provision that we shall receive at least thirty (30) days prior written notice of any change or cancellation. Certificates of Insurance issued by your insurance carrier shall be filed with us prior to commencement of the Work. All insurance required to be maintained by you shall be written on an occurrence basis. All such insurance shall be primary and any similar or additional insurance maintained by us shall be secondary and excess to that carried by you. Waiver of subrogation in favor of us applies to contractor and subcontractor.

1. 在项目的作业期间，您拥有或应当获得和维持具有完全效力的保险。我们公司以及其他由我方指定的他人应当通过一项条款来提名为附加的投保人，我们应当在有任何变化或取消发生前的至少三十(30)天之前收到书面通知。在开始作业前，应当使你方承包机构所签发的保险证明被提交至我方。要求你方维持的所有保险应当按照事故发生基础为依据进行书写。所有此类保险都应当为主要保险，我方维持的任何类似或附加保险应当为次级保险，并为你方承保之外的额外保险。有利于我方的代位弃权条款适用于承包商和分包商。

2. You shall not commence Work under the Contract until you have obtained all required insurance and such insurance has been approved by us, nor shall you allow any subcontractor to commence Work under this Contract until all similar required insurance of the subcontractors has been so obtained.

2. 在您获得所有必要的保险并经过我方对此保险进行批准之前，你不得开始从事合同内的任何作业，您也不得允许任何分包商开始从事合同内的作业，直至获得分包商所要求的类似保险为止。

3. Minimum required coverages for your insurance (**AND ANY SUBCONTRACTOR THAT YOU UTILIZE**) are as follows:

3. 你方保险（以及您聘用的任何分包商）的最低保障要求如下所列：

<u>Coverages</u> 保险	<u>Amounts</u> 数额
Workers' Compensation 工人的薪资	Statutory 法定
Employer's Liability 雇主责任	<b>\$ 1,000,000</b> <b>\$ 1,000,000</b>
Comprehensive or Commercial General Liability, including Products/Completed Operations Hazard (to be maintained for three (3) years after Final Completion) 包括产品/完成操作危害的 综合义务或商业普通义务 (在最终完成之后需保留三(3)年)	\$ 1,000,000 \$ 1,000,000
Automobile Liability 汽车责任	\$ 1,000,000 \$ 1,000,000
Builders Risk Insurance 建筑商风险保险	Contract Value 合同价值
Umbrella* 伞覆式保险*	
<b>PROFESSIONAL LIABILITY (IF APPLICABLE)</b> 职业责任（如果适用）	<b>\$ 1,000,000</b> <b>\$ 1,000,000</b>
*Limits may be achieved by a combination of	\$ 5,000,000

Umbrella of Primary Umbrella Limits  
\*综合伞覆式保险可达到的  
主伞覆式保险限额

\$ 5,000,000

4. You shall be responsible for **MAKING SURE THAT EVIDENCE OF SUBCONTRACTOR'S INSURANCE, MEETING THE SAME REQUIREMENTS AS YOUR INSURANCE, IS PROVIDED TO US. AN ALTERNATIVE IS FOR YOU TO PROVIDE EVIDENCE THAT YOU CARRY INDEPENDENT CONTRACTORS' LIABILITY.**

4. 您将负责**确保分包商的保险达到与你方保险相同的要求，并向我方提供证据。您选择的另一种方式为，提供您承担独立承包人责任的证据。**