

**乐天(上海)食品有限公司采购订单条款和条件**  
**LOTTE SHANGHAI FOODS CO., LTD. PURCHASE ORDER TERMS AND CONDITIONS**

1. **接受的条件:** 接受本合同/计划协议/采购订单 (“采购订单”或“订单”)应构成乐天(上海)食品有限公司和/或其子公司或关联公司(列明于本订单正面,“乐天”)与贵方(“卖方”)之间就销售所述货物或所规定服务的所订立的合同,且合同应遵照此处所述的条款、本订单的正面条款、好时公司的原料供应商标准以及由双方约定并纳入本订单作为参考的技术描述、指南或规格(“规格”)。本订单应控制和管辖所有销售条款。乐天特此告知卖方,乐天拒绝卖方就因其履行或不履行本订单产生的违约责任或损害赔偿进行任何限制或附加条件的尝试。除非本订单另有明确限制,本订单规定的权利和救济是累积性的,且应作为乐天在中国法律项下有权享有的所有权利和救济之补充而非替代或排除该等权利和救济。在本订单中使用,“货物”系指作为本订单标的之任何货物和/或服务。卖方通过接受本采购订单而对其具有能力生产足够货物以满足乐天的货物需求作出陈述,但乐天并无义务根据本采购订单采购任何最低数量的货物。

2. **完整协议:** 本订单包含本订单双方的完整协议,且对本订单的接受系受限于本订单的条款。乐天不同意卖方在接受本订单时加入任何不同条款或附加条款。即使卖方接受本订单时加入了该等不同条款或附加条款(无论是以承认书、订单确认书、接受表、发票或其它形式的文件;无论乐天是否签署该等文件),该等条款均不得适用,且仅得依据本订单所述的乐天之条款方可订立合同。乐天未在收到任何该等条款时就此提出任何异议(无论是就本订单或就任何以往的或将来的订单或交易之异议),均不得构成乐天方面对任何该等条款的许可或同意。

3. **转让/控制变更:** 未经过乐天事先书面同意,卖方不得转让其在本订单项下的权利或义务,且乐天可在发生意向转让时自行选择解除本订单而不承担任何处罚。如因控制变更或法律运作而导致卖方未经该项同意而意图转让其在本订单项下的权利或义务(“转让”),其存续的实体或每一承继实体应被视为已无条件地共同连带继承本订单的条款和条件,并受到本订单的条款和条件之约束。

1. **CONDITIONS OF ACCEPTANCE:** Acceptance of this contract/scheduling agreement/purchase order (“Purchase Order” or “Order”) shall form a contract between Lotte Shanghai Foods Co., Ltd., and/or its subsidiaries or its affiliates (as specified on the face of this Order, “Lotte”) and you (“Seller”) for the sale of goods described or services provided, subject to the terms herein and on the face of this Order, Hershey’s Ingredient Supplier Expectations, and agreed upon technical descriptions, guidelines or specifications (“Specifications”) which are incorporated herein by reference. This Order shall control and govern all terms of sale. Lotte hereby notifies Seller that Lotte rejects any attempt by Seller to limit or condition its liability for breach or damages arising out of its performance or non-performance of this Order. The rights and remedies set forth in this Order are cumulative and are in addition to, and not in lieu or exclusive of all rights and remedies to which Lotte is entitled under the People’s Republic of China (“PRC”) laws, except as expressly limited herein. As used herein, “Goods” shall mean any goods and/or services which are the subject of this Order. By its acceptance of this Purchase Order, Seller represents that it has the capacity to produce enough Goods to meet Lotte’s needs for Goods, and that Lotte is not obligated to purchase any minimum volume of Goods pursuant to this Purchase Order.

2. **ENTIRE AGREEMENT:** This Order contains the entire agreement of the parties hereto, and acceptance is limited to the terms hereof. Lotte objects to the inclusion of any different or additional terms in Seller’s acceptance of this Order. Even if such different or additional terms are included in Seller’s acceptance, whether in an acknowledgment, order confirmation, acceptance form, invoice or otherwise, and whether such documents or copies thereof are countersigned by Lotte, those terms shall not apply and a contract shall result only upon Lotte’s terms as stated in this Order. The absence of any objection by Lotte to any such terms after receiving them, whether in respect of this Order or in respect of any other past or future Order or transaction, shall not constitute consent or agreement to any such terms on the part of Lotte.

3. **ASSIGNMENT/CHANGE OF CONTROL:** Seller may not assign its rights or obligations under this Order without Lotte’s prior written consent and Lotte at its option, may terminate this Order without penalty, in the event of an attempted assignment. Should Seller attempt to assign its rights or obligations under this Order as a result of a change in control or by operation of law (“Assignment”) without such consent, its existing entity or each succeeding entity, severally and collectively, shall be deemed to have unconditionally assumed and shall be bound by the terms and conditions of this Order.

4. **发票/装运指示:** 卖方应: (a) 就每一装运包含单独的装箱单、提单、分析证明(成分), 以向乐天表明订单号、乐天货号或标记号、规格和货物描述及运载数量。(b) 依据应付金额将每一合法有效的发票立即递送至地址, 应付金额和地址均已在本订单正面载明。(c) 根据本订单正面载明的条款接受支付。(d) 在所有发票中包含任何适用的现金折扣。(e) 就应向乐天收费的所有预付费之装运, 随发票加附运输收据(因乐天将仅支付实际发生的运输费用)。(f) 告知乐天: (i) 包裹数量、体积、重量; (ii) 运输过程中的保护方法; (iii) 预计送达时间; 以及 (iv) 在送达目的地时的储存和保护方法。

5. **货物:** (a) 本订单项下卖方销售的任何材料在向乐天交付时或按乐天预期使用时, 不得发生以次充好或以假充真, 且应在所有方面遵守所有适用的中国法律法规。(b) 货物应在所有方面与本订单的正面描述和/或乐天届时适用的规格相符。在不限限制前述规定的前提下, 除非本订单正面条款另有规定, 货物应为全新的, 并属于一等商品型号及经批准的最新设计。货物的工艺、材料和所有的投入应具备最佳质量, 且不存在任何可能致使货物不适宜或无法满足其预期使用目的之缺陷。卖方应就货物提供保证和担保, 保证期间为所涉货物型号通常规定的期间并在任何情况下保证期间应不少于一年。在保证期间, 在设计、材料和/或工艺方面发现缺陷的所有货物或零件应由卖方进行替换和交付, 且不得使乐天产生费用或造成延误。所有的保证应在对本订单项下交付的货物予以接受和支付后继续有效, 且卖方同意对乐天进行救济, 以使乐天免受因卖方未能履行所述保证或本合同的任何规定而可能使乐天遭受的任何及所有损失、损害(直接、间接或结果性的), 或任何性质的费用(包括律师费用)。本条中(a)和(b)项的保证应作为卖方作出的或因法律设定的或暗示的任何其它保证或担保之补充而并非替代该等保证或担保(包括适销性保证和符合特定目的之保证)。上述保证以及本订单项下包含的所有其它保证, 包括但不限于, 第10条、第15条、第23条以及第25条中的保证(统称为“保证”)是累积性的且为法律规定的所有其它救济的补充。

6. **差旅和生活费用:** 除非获得乐天事先的书面同意, 否则卖方无权要求支付相关差旅或生活费用。所有合理的差旅和生活费应均应按成本计算。

4. **INVOICING/SHIPPING INSTRUCTIONS:** Seller shall: (a) Include in each shipment separate packing slips, bills of lading, certificates of analysis (ingredients), showing Lotte order number, Lotte item or mark number, Specification and description of the Goods, and quantity shipped. (b) Promptly forward each lawful and valid invoice according to the payable amount to the address. Both of the payable amount and address are indicated on the face of this Order. (c) Accept payment according to the terms on the face of this Order. (d) Include any applicable cash discounts on all invoices. (e) On all prepaid shipments chargeable to Lotte, attach transportation receipt to the invoice, as Lotte will only pay for actual freight cost incurred. (f) Notify Lotte: (i) number of packages, size, weight; (ii) method of protection during shipment; (iii) estimated arrival time; and (iv) method for storage and protection upon arrival at destination.

5. **GOODS:** (a) Any materials sold by Seller hereunder shall not at the time of delivery to Lotte, or when used as intended by Lotte, be adulterated or misbranded, and shall comply in all respects with all applicable laws and regulations in China. (b) The Goods shall conform in all respects to the description on the face of this Order, and/or Lotte's then current Specifications. Without limiting the foregoing, the Goods shall be new, of first class commercial type and of the latest approved design, unless otherwise specified on the face of this Order. Workmanship, materials, and all inputs shall be of the best quality and free from defects that might render the Goods unsuitable or inefficient for the purpose for which it is to be used. Seller warrants and guarantees its Goods for the period of time normally specified for the type of Goods involved in any event such warranty will not to be less than one year. During the warranty period, all Goods or parts disclosing defects in design, material and/or workmanship shall be replaced and delivered by Seller, without cost or delay to Lotte. All warranties shall survive acceptance of and payment for the goods delivered hereunder, and Seller agrees to save and keep Lotte free and harmless from any and all loss, damage, direct, indirect or consequential, or expense whatsoever including attorneys' fees, which Lotte may suffer as a result of Seller's failure to fulfill said warranties or any provision of this contract. The warranty of (a) and (b) in this paragraph is in addition to and not in lieu of, any other warranties or guarantees made by Seller or created or implied as a matter of law, including the warranty of merchantability and the warranty of fitness for a particular purpose. The above warranties, as well as all other warranties contained herein, including, without limitation, the warranties in paragraphs 10, 15, 23 and 25 (collectively referred to as the "Warranties") are cumulative and in addition to all other remedies at law.

6. **TRAVEL AND LIVING EXPENSES:** Seller shall not be entitled to payment for travel or living expenses unless Seller receives written prior approval from Lotte. All reasonable travel and living expenses shall be at cost only.

**7. 设备条款:** 若卖方向乐天提供设备, 卖方须遵守以下条款:

(A) 设备保修: 保修期应当为自成功的现场验收测试 (SAT) 且乐天接收之日起的十二 (12) 个月。保修期内没有小时数限制。保修应当包括所有零部件、运输、人工和差旅的费用。

(B) 备件: 应当在装运前至少提前 45 天提供一份推荐备件清单, 包括原始设备制造商 (OEM) 零件号码及当前价格。详述贵方的备件订货程序, 包括订货流程、零件原产地、存货地点、报价和发货周期等。

(C) 禁用材料: 乐天将拒绝接收包括以下任何禁用材料的设备交付:

- (i) 玻璃 (不包括全部被塑料透镜覆盖的灯具)。所有通常含玻璃的设备组件应当使用防碎材料制作;
- (ii) 水银;
- (iii) 石棉;
- (iv) 木材;
- (v) 非食用级润滑油 (除乐天批准用于特殊用途的除外);
- (vi) 玻璃纤维 (除乐天批准用于房屋保暖和控制箱的除外);
- (vii) 多氯联苯 (PCBs);
- (viii) 铅;
- (ix) 铬酸盐;
- (x) 暴露在外的银或镀银制品。

(D) 审批图纸: 所有提交审阅的审批图纸都应以英语书写。所有最终文件都应以英文书写并以 AutoCAD (.dwg) 格式保存。若提交 2010 版本的文件则为最佳但 2004 至 2010 版本都可接受。更旧的版本不可接受。分页图也应当以上述所规定的 AutoCAD 格式保存。Adobe 便携文档格式 (PDF)、标记图像文件格式 (TIF)、位图 (BMP)、连续色调静态影像压缩 (JPEG) 或其他图像格式均不可接受。

(E) 软件: 所有软件程序 (代码、电子剧院控制 (ETC)) 应当以英文和/或设备安装所在国家的语言写就。请将此费用列在单独的品种清单内。此外, 所有程序软件许可证都应当提供给乐天。向乐天当地工厂提供的最低数量要求为每个工厂提供至少一 (1)

**7. EQUIPMENT TERMS:** If Seller is providing Equipment to Lotte, Seller shall abide by the following terms:

(A) EQUIPMENT WARRANTY: The warranty shall be for twelve (12) months from the date of successful Site Acceptance Testing (SAT) and Lotte acceptance. No limitation of hours shall apply during the warranty period. The warranty shall be inclusive of all expenses for parts, shipping, labor, and travel.

(B) SPARE PARTS: Furnish a recommended spare parts list, minimum of 45 days prior to shipment, including the Original Equipment Manufacturer (OEM) part numbers with current pricing. Describe your spare parts ordering process including ordering procedures, parts origination, stocking location, lead times for quotes and order release, etc.

(C) BANNED MATERIALS: Lotte will not accept equipment deliveries which contain any of the following banned materials:

- (i) Glass (except lamps totally covered by plastic lenses). All equipment components where glass is normally used shall utilize shatter-resistant materials.
- (ii) Mercury
- (iii) Asbestos
- (iv) Wood
- (v) Non-food grade lubricants (except for special applications approved by Lotte)
- (vi) Fiberglass (except for building insulation and control boxes approved by Lotte)
- (vii) Polychlorinated biphenyls (PCBs)
- (viii) Lead
- (ix) Chromates
- (x) Exposed silver or silver plating

(D) APPROVAL DRAWINGS: All approval drawings submitted for review shall be in English. All final documentation shall be in English and in AutoCAD (.dwg) format. Release 2010 format is preferred but release 2004 thru 2010 format is acceptable. Older formats are not acceptable. Cut sheets must also be in the above referenced AutoCAD format. Adobe Portable Document Format (PDF), Tagged Image Format (TIF), Bitmap (BMP), Joint Photographic Experts Group (JPEG) or any other image formats are not acceptable.

(E) SOFTWARE: All software programs (Code, Electronic Theatre Controls (ETC.)) shall be in English and/or in the language of the country of the equipment's installation. Please provide this cost in a separate line item. In addition, all program software licenses must be supplied to Lotte. Minimum quantity requirement shall be at least one (1) software license per plant as well as all associated media to be provided to the local Lotte Plant. Please provide this cost as separate line items and with indication of the number of copies to be provided. Ensure you supply the name, address and contact information for replacement parts as well

份软件许可证及起关联的介质。请将此费用列在单独的品种清单内并指明提供的拷贝数量。请贵方确保为提供更换部件之目的提供了名称、地址和联系方式以及乐天当地工厂所需的本地支持。

(F) 语言翻译：若需语言翻译，在对任何文件进行翻译之前，请向乐天提供与设备或设备接口规定（例如替换零件、图纸、操作手册、维修手册、操作界面、控制面板、安装手册以及 PLC 注释）有关的必须文件的一份单列成本清单。翻译材料仅应成为最终文件的部分时才有必要。作为最终文件的部分，用英文录入的一个光盘（CD）以及翻译版应当在装运前三十（30）天提供给乐天联系人。所有其他拷贝（CD 和纸质）应当包括在内并随同设备交付一起提供。

(G) 装运：乐天采购订单号应当清晰的显示在提单上。任何未经乐天采购部门同意的其他运输方式导致的装运费用将不被支付。对任何在美国境内之外开始的装运，所有货盘/板条箱都应当进行热处理并标注 IPP 标志。IPP 标志表明相应货盘已按照植物和植物产品的病虫害检疫措施委员会的要求进行处理。

**8. 供应商的多元化：**乐天致力于促进其劳动力、顾客、消费者和供应商的多元化与包容性。我们鼓励不同的供应商、承包商、分供应商参与竞标，以便有机会向乐天提供高质量的商品和服务。

**9. 包装、加贴标签和标记：**卖方应自费用，根据货物的特性、乐天的要求以及任何适用的中国法律法规，妥善包装货物并为货物加贴标签，且包装和加贴标签的方式应满足订单项下规定的货物运输和储存的合理要求。货物的标签应清楚注明货物名称、货物序列号、规格、重量（毛重/净重）、总数量/总箱数、制造商、生产日期、保证期以及乐天要求的其它信息。卖方应当依据订单的要求包装所有货物，或，如果没有具体的要求，应依据标准商业习惯进行包装。当运输的货物为食品或食品包装，卖方应确保货物处于清洁的环境中，并使用合适的运输工具运输货物，避免货物受污染、变质或掺杂（如：运输工具从未运输过垃圾、废料或其他废物）。每一个包装箱或集装箱中都应当有一份分析证明、提货单、装箱单，以表明订单号码、类型、数量、乐天产品编码和其他与订单有关的识别信息。卖方应依据所有适用的法律清晰标明所有包装，并且标明每个货物的原产地、重量及生产商。卖方应确保，当货物交至第三方场地，乐天将收到一份收到回执或送达证明。所有因不适合的包装或者标记产生的费用、罚款、罚金都由卖方承担，

as local support for local Lotte Plant use.

(F) LANGUAGE TRANSLATION: If language translation is necessary, prior to translating any documents, please provide a line item cost to Lotte in regards to the necessary documentation for equipment and equipment interface requirements (e.g. replacement parts, drawings, operating manuals, maintenance manuals, operator interfaces, control panels, installation manuals, and plc comments). Translation materials will only be necessary as part of final documentation only. As part of final documentation, one compact disc (cd) in English and translated version to be provided to the Lotte contact thirty (30) days prior to shipment. All other copies (cd and hard copy) to be included and furnished with equipment delivery.

(G) SHIPPING: The Lotte purchase order number must be clearly shown on all bills of lading. Shipping charges by any other means without prior Lotte procurement approval will not be honored. If shipping originates from outside of the United States of America, all pallets/crates must be heat treated and IPP stamped. The IPP symbol designates pallets that have been treated according to the Commission on Phytosanitary Measures for pests of plants and plants products.

**8. SUPPLIER DIVERSITY:** Lotte is committed to diversity and inclusion of our workforce, customers, consumers, and suppliers. We encourage diverse suppliers, contractors and sub suppliers to bid on opportunities to provide Lotte with high quality goods and services.

**9. PACKAGING, MARKING AND LABELING:** Seller shall at its own cost, and in accordance with the characters of the Goods, the requirements of Lotte and any applicable laws and regulations in China, properly package and label the Goods, and the manner of packaging and labeling shall meet the reasonable requirements for transport and storage of the Goods contemplated in the Order. The labels of the Goods shall clearly indicate the name of Goods, serial number of Goods, specifications, weight (gross/net), total quantity/ number of boxes, manufacturer, date of production, warranty period and other information required by Lotte. Seller shall package all Goods shipped under this Order in accordance with the requirements in this Order, or, if requirements are not specified, in accordance with standard commercial practices customary for similar shipments. When shipping any Goods that are food or food packaging, Seller will ship the Goods under sanitary conditions using carriers suitable for the transport of such Goods that will not render the Goods contaminated with filth, injurious to health, or otherwise adulterated (e.g., carriers that have not been used to transport garbage, waste or other refuse). In each master carton or container in which Goods are shipped, Seller shall include a certificate of analysis, bill of lading, and packing list indicating this Order number, description, quantity, Lotte item numbers, and other identifying information corresponding

若由乐天支付，乐天可以在支付给卖方的费用中扣除。卖方将告知乐天货物的件数、大小、重量、运输中的防护办法以及到达目的地后的储存及保护方式。

10. **侵权：**卖方保证本订单项下销售的货物及卖方建议的或乐天会同卖方审验的任何使用并未违反任何个人或实体的任何商标、专利、著作权或商业秘密，且卖方将保护及救济乐天，使乐天免受因乐天使用或销售本订单项下订购的货物而可能产生的盗用商业秘密、不正当竞争及商标、专利或著作权侵权的损害。

11. **管辖法律：**乐天 and 卖方之间的本订单应适用并遵照中国法律，但法律冲突原则除外。双方明确同意本订单将不会受《联合国国际货物销售合同公约》约束或者按照其条款进行解释。

12. **食品安全和质量：**卖方保证其在此售卖的任何原料及与生产或储存这些原料的场所，应总是完全遵守所有可适用的法律，包括但不限于美国联邦食品药品和化妆品法案、美国联邦肉产品检验法案和美国禽类产品检验法案（其要求原料不得掺假或不得当标识及其他）；卖方保证其应总是遵守美国联邦食品和药品管理局、美国农业部或其他州（包括但不限于加拿大联邦或省）的监管机构的所有可适用的要求和任何中国食品药品监督管理局或其他监管机构的所有要求。此保证是卖方所作任何其他保证及法律设立或默认的保证的附加，不能代替其他卖方作出的任何其他保证及法律设立或默认的保证。

13. **交付：**(a) 就所有交付而言时间均是关键要素。除非另有指明，本订单项下的交付日应为本订单正面要求的日期。乐天可取消或修改本订单，且如本合同任何条款或规定的履行系因火灾、自然灾害或其它灾害、事故、罢工、政府行为而延迟或受阻，或（在不限制前述规定的前提下）系因超出乐天控制范围且乐天尽其合理勤勉之后仍无法避免的任何其它原

to the information in this Order. Seller shall clearly mark all packages in accordance with all applicable laws and shall label each unit of the Goods with the country of origin, weight, and name of manufacturer. Seller shall ensure that a receiving document/proof-of-delivery is issued to Lotte for any shipment made to a third party location. All costs, fines or penalties incurred or assessed due to improper packing or marking will be Seller's responsibility, and if paid by Lotte, will be deducted from amounts owed to Seller. Seller will notify Lotte of the number of packages, size, weight, method of protection during shipment and method of storage and protection upon arrival at destination.

10. **INFRINGEMENT:** Seller warrants that Goods sold hereunder and any uses proposed by Seller or reviewed by Lotte with Seller do not violate the trademark, patent, copyright or trade secret rights of any person or entity, and Seller will defend Lotte and save it harmless for misappropriation of trade secrets, unfair competition and trademark, patent or copyright infringement which may arise out of the use or sale by Lotte of the Goods herein ordered.

11. **GOVERNING LAW:** This Order between Lotte and Seller shall be governed by and subject to the laws of the PRC, except when conflicts of law principles apply. It is specifically agreed that this Order will not be covered by nor construed in accordance with the terms of the United Nations Convention on Contracts for the International Sales of Goods.

12. **FOOD SAFETY AND QUALITY:** Seller guarantees and warrants that any materials sold by it hereunder and the premises used in connection with the manufacture or storage of such materials or any part thereof, will at all times be fully compliant with all applicable laws including without limitation the U.S. Federal Food Drug and Cosmetic Act, the U.S. Federal Meat Inspection Act, the U.S. Poultry Products Inspection Act which require, amongst others, that the materials not be adulterated or misbranded, and be compliant in all respects with all applicable regulations of the U.S. Federal Food and Drug Administration, the U.S. Department of Agriculture or other similar state (including without limitation federal or provincial legislation in Canada) regulatory bodies and any requirements of China Food and Drug Administration or other regulatory bodies. This warranty is in addition to and not in lieu of any other guarantees and warranties made by Seller or created or implied as a matter of law.

13. **DELIVERY:** (a) Time is of the essence on all deliveries. Unless otherwise indicated, the delivery date(s) for this order are the dates required on the face hereof. Lotte may cancel or modify this Order and shall not be held responsible for any losses resulting if the fulfillment of any of the terms or provisions of this contract is delayed or prevented by fire, acts of God, or other casualty, accident, strikes, government acts, or, without limiting the foregoing, by any other cause not within the control of the Lotte, and which, by the exercise of reasonable

因而延迟或受阻（无论该类原因是否已在前文中列举），乐天均无须为前述原因导致的任何损失负责。如卖方违反或未能遵守本订单中的任何规定，乐天可全部或部分地取消本订单而无须就此承担费用。(b) 除非适用的中国法律另有规定，卖方不得根据履约过程、此前交易过程或交易惯例而认定双方对延长规定交付时间达成了默示的同意。(c) 如无法符合交付日期，卖方应立即将卖方最有可能的交付日期书面通知乐天（受限于乐天的接受）。在乐天可能于本订单项下或按照法律规定享有的任何其它权利和救济之外，如交付无法在约定时间进行，乐天可要求卖方通过不同的和/或加快的交付方式运送货物（替代方式或加快运输的费用应由卖方独自承担），或全部或部分取消本订单并从别处购买同等的货物，并且要求卖方就因该等加快交付或取消订单产生的任何损失或额外费用负责。(d) 未经乐天事先书面同意，不得在本订单正面或规格载明的场地以外的其它地点进行货物的生产、包装、储存、抽样或检测或开始运输。(e) 卖方应就属于乐天所有并由卖方照看、保管或控制的任何财产针对因火灾或附加风险导致的损失或损害，或任何第三方造成的或对任何第三方造成的损失或损害进行保险。财产保险应以一切险为基础提供，并仅受限于标准的行业除外责任。卖方应就乐天财产的重置成本予以保险，并将乐天作为保险受益人。卖方应根据要求向乐天提供一份保险凭证，其符合乐天独立自主决定而确定的要求且保险范围涵盖了该等要求，并将卖方列为被保险人及将乐天列为保险受益人，但乐天应就该等保险撤销或重大变更收到至少提前三十（30）天的书面通知。卖方亦应维持有效的合理的综合责任和产品质量险、机动车险和劳工赔偿险。

**14. 核验收/检验:** (a) 货物以及本订单项下所订购货物的制造地受限于乐天或约定第三方的核验收、审查、检验和/或检测，该等核验收、审查、检验和/或检测依据乐天自行选择（但乐天并无义务作此选择）在接受之前或之后于合理时间和地点进行。接受并不包括对潜在缺陷、欺骗行为或乐天并不知晓的任何其它类似问题的接受。(b) 乐天不负有任何货物检验义务。乐天的任何检验并不免除卖方的任何责任或构成对任何不合格货物的接受。(c) 卖方应立即就乐天产生的所有费用和损害对乐天进行支付或补偿，包括但不限于因卖方交付货物不符合保证、规格或本订单任何其它条款而产生或导致的利润损失及包装、处理、运输、召回、损毁、生产和其它管理费用（包括法律费用）。(d) 对装箱单、提单或其它文件的接收确认并不构成接受。乐天可对成批交付的货物进行抽样检验，但是，该抽样并不构成对所有该等货物整体的接受。(e) 如任何货物存在缺陷或在其它方面不符合本

diligence, Lotte is unable to prevent, whether of the class of causes hereinbefore enumerated or not. If Seller breaches or fails to comply with any provision in this Order, Lotte may cancel this Order, in whole or in part, without cost to Lotte. (b) Unless otherwise provided by applicable PRC laws, Seller may not rely on a course of performance, prior course of dealings or trade usage to imply an agreement to extend the specified time of delivery. (c) If delivery date(s) cannot be met, Seller must immediately inform Lotte in writing of Seller's best possible delivery date(s) subject to Lotte's acceptance. In addition to any other rights and remedies Lotte may have under this Order or provided by law, if deliveries are not made at the time agreed upon, Lotte may request that Seller ship the Goods by different and/or expedited delivery (cost of alternative means of or expedited shipment to be borne exclusively by Seller), or cancel this Order in whole or in part and purchase comparable Goods elsewhere and hold Seller accountable for any loss or additional cost arising from such expedited delivery or cancellation. (d) The Goods may not be manufactured, packaged, stored, sampled or tested at or shipped from any location other than the facility on the face of this Order or the Specifications without Lotte's prior written consent. (e) Any property owned by Lotte which is in Seller's care, custody, or control, shall be insured by Seller against loss or damage resulting from fire, or allied perils, or caused by and to any third party. Property insurance shall be provided on an all risk basis, subject only to standard industry exclusions. The property of Lotte shall be insured for replacement cost, with Lotte to be included as loss payee. Upon request, Seller shall supply Lotte with a Certificate of Insurance, meeting the requirements of Lotte as determined in its sole and absolute discretion, covering same and listing Seller as insured and Lotte as loss payee providing that Lotte shall receive at least thirty (30) days prior written notice to such cancellation or material change. Seller shall also maintain in force, reasonable comprehensive general and product liability insurance, automobile liability, and workers' compensation insurance.

**14. AUDIT/INSPECTION:** (a) The Goods and the place of manufacture of the Goods ordered hereunder are subject to audit, review, inspection and/or test by Lotte or an agreed-upon third party, at the option of Lotte (and without obligation to do so) at reasonable times and places either before or after acceptance. Acceptance shall not be conclusive as to latent defects, fraud or any other similar issue not known by Lotte. (b) Lotte shall not be under any obligation to inspect the Goods. Any inspection by Lotte shall not absolve Seller of any liability or constitute an acceptance of any nonconforming Goods. (c) Seller shall promptly pay or reimburse Lotte for all costs and damages incurred by Lotte, including, without limitation, lost profits, costs for packaging, handling, transportation, recall, destruction, production, and other administrative costs including legal fees, which arise or result from the delivery of Goods by Seller that is not in accordance with the Warranties, Specifications or any other term herein. (d) Acknowledgment of receipt on packing slips, bills of lading or other documents shall not constitute acceptance. Lotte may inspect Goods that are delivered in quantity by sampling: however, such sampling shall not constitute acceptance of all such Goods as a unit. (e) If any

订单的要求，乐天可拒绝接受该等货物或要求进行纠正或替换。就被拒绝接受之货物的任何支付应通过卖方退款或扣除乐天后续付款的形式进行调整。被拒绝接受之货物应被移除，货物应立即由卖方承担费用进行纠正或替换，且在交还时应由卖方予以标明。如被拒绝接受之货物未被立即更换或不合格的货物未得到立即纠正，乐天可自行决定选择以下某些或全部非排他性的行为：(i) 自别处获得该等货物或类似货物并向卖方收取因此产生的任何增加费用；(ii) 根据第15条规定的违约而解除本订单；(iii) 按降低后的价格接受货物；和/或 (iv) 寻求其它救济和损害赔偿。

**15. 在乐天场地进行的工作：**如本订单包含在乐天场地进行的劳务、承包或建筑工作或任何性质的工作，所有该等工作的履行应符合乐天承包商规章和规定、承包商保险要求、一般条件和/或在此作为本订单不可分割部分的其它指南。卖方同意其无权代表乐天雇佣任何人员，且卖方雇佣的或使用的每一人员均为卖方而非乐天的雇员、代理方或关联方。卖方目前以独立承包商的身份履行所有前述工作。在开始工作之前，卖方应提供凭证证明有足够保险就所有该等索赔对卖方和乐天进行补偿，并将乐天列名为附加被保险人。

**16. 不合格货物：**未经过乐天事先批准，卖方不得替换不合格货物或延期交付该等货物，且乐天可全部或部分地拒绝接受包含了不合格货物在内的任何运输。任何该等货物均不得被视为要求予以整体接受的贸易单元之一部分。

**17. 变更和价格调整：**本订单全部或部分以及一次或多次的任何变更、替换、修订、取消、延期、修改或更正，不应因没有对价而无效或不可执行，但前提是该等变更、替换、修订、取消、延期、修改或更正是由乐天书面授权和确认的。任何价格增加未经过乐天书面接受均不被承认。

**18. 因违约而解除：**如卖方未能在规定时间内交付货物或发生其它违约，乐天可全部或部分地解除本订单（保留其对损害赔偿的权利以及在法律下的其它权利）。在发生因违约而解除的情况下：(a) 卖方应继续履行本订单的任何未解除部分，且乐天可自行获得受到解除影响的该部分货物；且 (b) 乐天可自行

Goods are defective or otherwise not in conformity with the requirements of this Order, Lotte may reject them or require correction(s) or replacement(s). There shall be an adjustment of any payments made for rejected Goods, either by Seller's refund or by a deduction from Lotte's subsequent remittances. Rejected Goods shall be removed and the Goods shall be corrected or replaced promptly at Seller's expense and, if returned, shall be identified by Seller. If rejected Goods are not promptly replaced or if non-conforming Goods are not promptly corrected, Lotte may, at its option, elect to perform some or all of the following nonexclusive actions: (i) obtain such Goods or similar Goods elsewhere and charge Seller with any cost increase caused thereby; (ii) terminate this Order for default under paragraph 18, (iii) accept the Goods at a reduced price; and/or (iv) seek other remedies and damages.

**15. WORK ON LOTTE'S PREMISES:** If this Order covers labor, contract or construction work or work of any nature on Lotte's premises, all such work shall be performed in compliance with Lotte's Contractor Rules and Regulations, Contractor Insurance Requirements, General Conditions and/or other guidelines that are hereby made an integral part of this Order. Seller agrees it has no authority to hire any persons on Lotte's behalf and each person employed or used by Seller shall be Seller's employee, agent or affiliate and not Lotte's. Seller is performing all of said work as an independent contractor. Prior to commencing work, Seller shall provide certificates evidencing adequate insurance indemnifying Seller and Lotte against all such claims and naming Lotte as an additional insured.

**16. NON-CONFORMING GOODS:** Seller will not substitute non-conforming Goods or back order such Goods without Lotte's prior approval, and Lotte may reject all or part of any shipment which contains non-conforming Goods. No such Goods shall be deemed part of a commercial unit requiring acceptance of their entirety.

**17. CHANGES AND PRICE ADJUSTMENT:** Any changes, substitutions, amendments, cancellation, extensions, revisions or modifications of this Order, in whole or in part and on one or more occasions, shall not be invalid or unenforceable because of lack of consideration, provided that said changes, substitutions, amendments, cancellation, extensions, revisions or modifications, are in writing, authorized and confirmed by Lotte. No increase in price will be accepted without Lotte's written acceptance.

**18. TERMINATION FOR DEFAULT:** If Seller fails to deliver the Goods within the time specified, or otherwise defaults, Lotte may terminate this Order in whole or in part (reserving its rights to damages and otherwise at law). In the event of termination for default: (a) Seller shall continue performance of any non-terminated portion of this Order, and Lotte may obtain elsewhere the portions of the Goods affected by the termination; and (b) Lotte may, at its option, require

选择要求卖方向乐天转让本订单解除部分所摊配的所有材料、在制品、完成品、工具、设计图和规格。在此情况下，乐天应向卖方支付该等物件的公允价值。

19. **解除：** 无论何时，若乐天不再需要本订单规定的货物，乐天在终止生效日前 30 天内书面通知卖方后即可随时全部或部分地解除本订单。如乐天 and 卖方无法在合理时间内就该等解除商定共同满意的解决方案，乐天将向卖方支付，且卖方应接受以下安排之一作为完全的解决方案：(a) 成品的合同价格；或 (b) 卖方就本订单解除部分所摊配的直接成本；或 (c) 卖方解决本解除所产生的索赔及卖方保护乐天已经或可能就此获得权益的财产之合理直接费用。在任何情况下乐天均无须就任何结果性的、间接的、特别的或惩罚性的损害赔偿负责。

20. **税：** 本订单所述的价格不应包括在本订单之日有效的税以及就本订单包含的货物或该等货物组成部分的生产、销售或使用征收或计征的税。

21. **保密信息：** 未经过乐天事先书面同意，卖方不得使用、宣传、发布或向第三方披露任何与本交易、货物、涉及本订单主旨事项的方案和/或流程等有关的任何信息。本订单期限届满或解除/终止时，根据乐天书面要求，卖方应 (a) 立即向乐天交付任何形式的保密信息；或 (b) 销毁其持有的与乐天相关的所有保密或专有信息，并提供该等行为的书面确认。

22. **知识产权：** 卖方理解和同意本订单任何内容或乐天保密信息披露的任何内容不应对应卖方或任何知情人士授予乐天任何专有权利（包括但不限于商业秘密、发明和专利权）的所有权、权利或任何其它许可权利。

23. **均等机会：** 在可适用的范围内，卖方是 EEO/AA 雇佣者，并将遵守 11246 号行政令和其他相关适用法规及 1973 年复健法案第 503 部分第 41 C.F.R. § § 60-1.4(a), 60-250.5 (a). 41 C.F.R. § 60-300.5(a) 和 60-741.5(a) 条及 1974 年越战退伍军人法案第 402 部分。

24. **职务作品：** 除非本订单另有注明或通过与乐天单独达成协议，所有在本订单项下订购的或开发的创

Seller to transfer to Lotte all materials, work in process, completed supplies, tooling, plans and Specifications allocated to the terminated portion of this Order. Lotte shall, in this event, pay Seller the fair value of such items.

19. **TERMINATION:** Lotte may terminate this Order in whole or in part at any time whenever the Goods specified herein are no longer required by Lotte, upon written notice to the Seller within 30 days prior to the effective date of the termination. If, upon such termination, Lotte and Seller cannot negotiate a mutually satisfactory settlement within a reasonable time, Lotte will pay Seller, and Seller shall accept one of the following solutions as full settlement: (a) Contract price for completed items; or (b) Seller's direct cost allocated to terminated portion of this Order; or (c) Reasonable direct costs of Seller in settling claims arising out of this termination, and in protecting property in which Lotte has or may acquire an interest. In no event shall Lotte be liable for any consequential, indirect, special or punitive damages.

20. **TAXES:** Prices stated in this Order shall not include the taxes in effect on the date hereof and levied or assessed with respect to the production, sale or use of the Goods covered by this Order or components thereof.

21. **CONFIDENTIAL INFORMATION:** Seller shall not use, publicize, release or disclose to third parties any information concerning this transaction, the Goods, formula(s) and/or process(es) etc. involving the subject matter of this Order without the prior written consent of Lotte. Upon the expiration or termination of this Order, and upon written request from Lotte, Seller shall: (a) promptly deliver to Lotte confidential information in any format; or (b) destroy all confidential or proprietary information related to Lotte in its possession and provide written verification of such action.

22. **INTELLECTUAL PROPERTY:** Seller understands and agrees that nothing in this Order, nor in the disclosure of Lotte confidential information shall convey ownership, title, or any other rights for license thereto to Seller or any person in privity therewith to any proprietary right of Lotte, including, without limitation, trade secrets, inventions and patent rights.

23. **EQUAL OPPORTUNITY:** To the extent applicable, the Seller is an EEO/AA employer and will comply with Executive Order 11246 and all other related applicable regulations as well as 41 C.F.R. §§ 60-1.4(a), 60-250.5 (a), 41 C.F.R. § 60-300.5(a) and 60-741.5(a), Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans Act of 1974.

24. **WORK MADE FOR HIRE:** Unless otherwise noted on this Order or via a separate agreement with Lotte, all creative



造性材料和生产材料（包括图纸），以及利用乐天保密信息所创造的任何发明或改良（专利性质的或其它性质的），应被视为属于乐天所有的“职务作品”且该等“职务作品”可依据乐天的自主决定由乐天及其关联公司使用。所有该等材料（包括图纸）应标注有以下内容：“此信息系乐天(上海)食品有限公司的保密财产，未经乐天(上海)食品有限公司事先明确书面许可，不得被全部或部分地进行复制。”未能在材料上标注该内容并不放弃乐天对该等材料的权利。卖方同意配合乐天以实现乐天对该等材料的专利和著作权权利，并按照乐天的要求签署任何文件。

**25. 所有权和风险：**除非本订单正面另有规定，货物的所有权和风险应在交付至乐天指定仓库或其他场地时转移至乐天。卖方陈述和保证货物的良好所有权应以不存在任何性质的所有抵押、权利主张和留置的状态转移。

**26. 补偿和损害赔偿：**卖方应补偿乐天 and 乐天的代理方、雇员、管理人员、董事、下属机构、关联方、承继人和受让人，使其免受因卖方履行工作、使用属于乐天所有的财产或设备、违反保证、在乐天场地进行的工作或卖方的过失或不当行为产生的或导致的所有留置、权利主张（包括第三方权利主张）、权利负担、要求、损失、律师费（“权利主张”）。此项义务不应扩张解释为包括因乐天的重大疏忽或故意不当行为引起的权利主张。卖方应负责赔偿因卖方违反本文件的任何条款或保证或任何订单（包括卖方未能根据乐天订单和规格生产产品）而对乐天造成的所有损害和费用。该等损害包括但不限于替代性产品的任何费用或增加的成本、营业中断损失（例如因无法满足客户要求产生的利润损失），以及所有其它直接的和结果性的损害。卖方亦应负责赔偿乐天无法利用任何货物的费用或未能及时向乐天明确可避免该等损失的产能冲突或限制而直接导致的其它费用。

**27. 遵守法律：**卖方同意和保证其目前遵守并应遵守所有适用的中国法律法规以适当签署本订单、使本订单生效并据此执行，以及所有适用的联邦的、国家的、省级的和市级政府及其机构的法律、法规、规范、处罚、法令、规则和条例（“法律”），卖方不得参与或实施任何违反法律的活动或实践。就《多德-弗兰克华尔街改革和消费者保护法案》第1502部分以及不时生效的相关法律和法规（统称“1502部分”）中明确的“争端矿物”，若使用其生产货物或

materials and production materials (including drawings) ordered or developed hereunder as well as any inventions or improvements (patentable or otherwise) which are created using Lotte confidential information, shall be deemed to be "work made for hire" which is owned by Lotte and which may be used by Lotte (and its affiliates) in its sole discretion. All such materials (including drawings) shall be marked as follows: "This information is the confidential property of Lotte Shanghai Foods Co., Ltd. and shall not be copied in whole or in part without the prior express written permission of Lotte Shanghai Foods Co., Ltd.." Failure to so mark materials shall not waive any of Lotte's rights thereto. Seller agrees to cooperate with Lotte in perfecting Lotte's patent and copyright rights to such materials and to execute any such documents as requested by Lotte.

**25. TITLE & RISK:** Title and risk to the Goods shall pass to Lotte upon delivery of the Goods at the warehouse or other facilities designated by Lotte, unless otherwise stated on the face of this Order. Seller represents and warrants that good title to the Goods will pass free and clear of all charges, claims and liens of any nature.

**26. INDEMNIFICATION & DAMAGES:** Seller shall indemnify and hold harmless Lotte and its agents, employees, officers, directors, subsidiaries, affiliates, successors and assigns from and against all liens, claims (including third party claims), encumbrances, demands, losses, attorneys' fees ("Claims"), arising out of or resulting from Seller's performance of the work, use of Lotte owned property or equipment, breach of the Warranties, work done on Lotte's premises or Seller's negligence or misconduct. This obligation shall not extend to Claims to the extent caused by Lotte's gross negligence or willful misconduct. Seller shall be responsible for all damages and expenses to Lotte that result from Seller's breach of any term or warranty in this document or any Order including Seller's failure to produce Products according to Lotte's Orders and Specifications. Such damages shall include, without limitation, any expenses or increased costs of alternative products, business interruption losses (i.e., lost profits based upon inability to fulfill customer demand), and all other direct and consequential damages. Seller shall also be responsible for Lotte's costs of any Goods which cannot be utilized and other expenses directly resulting from capacity conflicts or limitations not identified to Lotte in time to prevent such losses.

**27. COMPLIANCE WITH LAW:** Seller agrees and warrants that it is complying and shall comply with all applicable PRC laws and regulations for duly entering, validating and performing this Order and all applicable laws, regulations, codes, sanctions, orders, rules and ordinances of federal, state, provincial and municipal government bodies and agencies ("Laws") and Seller has not and will not engage in any activity, practice, or conduct that would constitute an offense under those Laws. Seller shall disclose any "conflict minerals," as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any related rules and regulations

者使用了该种原料，卖方应该予以披露，并提交以下合适的（1）根据1502部分于交易委员会备案的报告或（2）乐天可接受的，对确保该原料采购和监管链的措施的合理描述。尽管有前述约定，卖方也保证其会遵守所有与反贿赂和反腐败有关的法律。卖方承诺采取合适措施确保履行本订单的管理人员、员工、代理和其他第三机构或人员遵守这些法律。就该订单，卖方进一步同意，在明知或怀疑第三方会将部分或全部费用给予任何机构或个人以获得不正当利益时，卖方不会直接或间接的给予、提供或承诺给予任何费用或转让任何有价物品给第三方。此外，卖方担保依据合适的食品防护计划进行运行和生产产品，遵守美国商贸反恐联盟、2002年美国海上安全运输法案或美国农业食品安全部门及检测服务模式的要求。卖方也应以对环境负责任的方式开展业务，遵守相关法律及好时供应商行为准则（该准则通过在此引用成为本订单的一部分）。如果乐天有可信证据证明卖方并未遵守本条，乐天可以终止订单，拒绝接收货物或者归还已收到的货物，并获得补偿。

**28. 食品及药品管理局保证：**卖家承诺并保证，依据美国联邦食品、药品和化妆品法案、美国联邦肉产品检验法案和美国禽类产品检验法案，或其他同类的适用于食品安全、生产、推销、标签、配送或销售的法律，货物不会在交付给乐天或乐天打算使用时为掺杂、假标签或禁止经销和销售的产品，或导致或引起乐天食品为掺杂、假标签或经销和销售产品。该保证不替代任何其他卖方的担保或保证，或因法律产生或默认的担保或保证。

**29. 劳工和环境标准：**卖方应以一种对环境负责的态度经营业务，卖方应符合适用的法规及好时供应商行为准则。若乐天收到可信的证据证明卖方没有这样做，乐天可取消该订单并拒绝接受该订单下的货物，或返还该订单下已经交付的货物并获取应有的补偿。

**30. 召回：**乐天将按照其自主决定权独立决定，启动和控制召回、市场退出、库存回收、产品纠正以及

as in effect from time to time (collectively, “Section 1502”), used in the production of any Goods, and, in the event such materials are used, shall submit, as applicable, either (i) Seller’s report filed with the Security and Exchange Commission under Section 1502, or (ii) a description reasonably acceptable to Lotte of measures taken to assure the appropriate sourcing and chain of custody of such materials. Without limiting the generality of the foregoing, Seller also warrants that it is and will remain in full compliance with all applicable Laws relating to anti-bribery and anti-corruption in the jurisdictions in which it operates. Seller acknowledges that it has in place procedures adequate to ensure compliance with these Laws by its officers, employees, agents and any other third party or person associated with Seller in the performance of this Order. In relation to this Order, Seller further agrees that it shall not make, offer, or promise to make any payment or transfer anything of value, directly or indirectly, to any third party knowing, or suspecting, that such third party will give the payment, or a portion of it, to any entity or individual for any improper benefit. Additionally, Seller certifies that it conducts all operations in accordance with, and all Goods are produced under, an appropriate Food Defense Plan that complies with the requirements of the U.S. Customs-Trade Partnership Against Terrorism, the U.S. Maritime Transportation Security Act of 2002, or the U.S. Department of Agriculture Food Safety and Inspection Services model. Seller also will conduct its business in an environmentally responsible manner, in compliance with applicable Laws and the Hershey Supplier Code of Conduct, which is hereby incorporated by reference. If Lotte receives credible evidence that Seller has not done so, Lotte may terminate this Order, refuse to take delivery under same and return any Goods delivered hereunder and obtain reimbursement therefore.

**28. FDA GUARANTY:** Seller guarantees and warrants that the Goods will not at the time of delivery to Lotte, or when used as intended by Lotte, be adulterated, misbranded or prohibited from distribution and sale, or render or cause Lotte foods to be adulterated, misbranded or prohibited from distribution and sale, under the U.S. Federal Food, Drug and Cosmetic Act, the U.S. Federal Meat Inspection Act, the U.S. Poultry Products Inspection Act, or any other comparable and applicable law governing the safety, production, marketing, labeling, distribution or sale of food. This guaranty is in addition to not in lieu of any other warranties or guarantees made by Seller or created or implied as a matter of law.

**29. LABOR AND ENVIRONMENTAL STANDARDS:** Seller will conduct its business in an environmentally responsible manner, in compliance with applicable regulations and in accordance with the Hershey Supplier Code of Conduct. If Lotte receives credible evidence that Seller has not done so, Lotte may cancel this order and refuse to take delivery under same and may return goods delivered hereunder and obtain reimbursement therefore.

**30. RECALL:** Lotte will have the sole right, exercisable in its discretion, to initiate and direct the scope, breadth and depth of

安全公告通讯（任何一个或多个被称为一个“召回行动”）的范围、广度和深度，此类通讯包括一切有关召回行动的通讯、公告和与政府部门的联络，相关产品包括所有权已转移到乐天的产品以及已纳入成品的产品。乐天可选择指示卖方根据指示要求进行召回行动。若乐天启动或指导召回行动，卖方同意充分合作并根据实施召回行动所提出的合理要求及时、彻底地采取一切措施。卖方任何与召回行动有关的所有行动应符合美国联邦食品、药品和化妆品法案、美国联邦肉产品检验法案、美国禽类产品检验法案和其他适用法律。卖方将承担以下所有费用和损失：（a）任何由于卖方的疏忽或故意不当行为而导致的召回行动；或（b）不符合卖方保证或乐天规格的货物引起的召回。

31. **反贿赂和反腐败承诺。** 卖方承诺应完全符合所有可适用的反贿赂和反腐败的法律、法规、准则和制裁，包括但不限于美国的《反海外腐败法》、英国2010年《反贿赂法案》，以及其所经营辖区内的任何所有类似法规，承诺其不曾也不会从事任何构成上述规定中犯罪的活动、实践或行为，并承诺已自行制定适当的政策和程序以确保其高管、雇员、代理人 and 任何与卖方在代表乐天履行服务时存在关联的第三方符合上述反贿赂和反腐败规定。有关本协议及其内容，卖方还同意，其不得直接或间接地向以下人员作出、提供或承诺任何资金或转让任何有价物品：（i）任何政府（包括国有和政府控制的企业、机构或团体）官员或雇员；（ii）任何公共国际组织的官员或雇员；（iii）任何政党、政党官员或候选人，或（iv）任何确信或有嫌疑将向前述任何人员支付部分或全部资金的第三方。

32. **争议：** 因本订单产生的或与本订单有关的任何争议应提交至上海国际经济贸易仲裁委员会根据该委员会届时有效的仲裁规则进行仲裁。仲裁裁决应是终局的并对双方均有约束力。仲裁裁决的败诉一方应承担仲裁的所有相关费用。

33. **存续：** 如卖方的所有陈述和保证、乐天的所有权利和救济以及本订单的任何其它条款根据其明示条

any recall, market withdrawal, stock recovery, product correction and/or advisory safety communication (any one or more referred to as a “Recall Action”), and any and all communications or public statements concerning such an action (including communications with government regulators), that involve the Goods (once title in the Goods passes to Lotte) or any further finished products that are made from or otherwise incorporate the Goods. At Lotte’s option, Lotte may direct Seller to, and upon such direction Seller will, conduct such Recall Action. In the event a Recall Action is initiated or directed by Lotte, Seller agrees to fully cooperate and take all such steps as are reasonably requested to implement the Recall Action in a timely and complete manner. All actions taken by Seller in connection with any Recall Action shall comply fully with the U.S. Federal Food, Drug and Cosmetic Act, the U.S. Federal Meat Inspection Act, the U.S. Poultry Products Inspection Act, and any other applicable laws. Seller will bear all costs and losses associated with: (a) any Recall Action which results from Seller’s negligence or willful misconduct; or (b) Goods that do not comply with Seller’s Warranties or Lotte Specifications.

31. **ANTI-BRIBERY AND ANTI-CORRUPTION WARRANTIES:** Seller also warrants that it is in full compliance with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and any and all similar regulations in the jurisdiction(s) in which it operates, that it has not and will not engage in any activity, practice or conduct which would constitute an offense under those requirements, and that it has in place its own policies and procedures adequate to ensure compliance with these anti-bribery and anti-corruption provisions by its officers, employees, agents and any other third party or person associated with Seller in the performance of services. In relation to this Purchase Order and its contents, Seller further agrees that it shall not make, offer, or promise to make any payment or transfer anything of value, directly or indirectly, (i) to any governmental official or employee (including employees of government owned and government controlled corporations, agencies or bodies); (ii) any official or employee of a public international organization; (iii) to any political party, official of a political party or candidate, or (iv) to any third party knowing, or suspecting, that such third party will give the payment, or a portion of it, to any of the foregoing.

32. **DISPUTE:** Any disputes arising out of or in connection to this Order shall be submitted to Shanghai International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission’s arbitration rules then in force. The arbitration awards shall be final and binding on the Parties. The losing party upon the arbitration award shall undertake all expenses therefor.

33. **SURVIVAL:** All representations and Warranties of the Seller, all rights and remedies of Lotte and any other provisions hereof which by their express terms or by implication are to

款或暗示规定系为存续性质的，则其应在本订单解除/终止或其它期限届满后继续有效。

34. **弃权：**乐天未能执行本订单的任何规定或未能要求卖方履行不应被解释为对该等条款的放弃，亦不应影响订单或订单任何部分的有效性或乐天此后执行任何规定之权利。乐天在本订单项下的权利应作为根据中国法律可获得的任何其它救济之补充而非替代该等救济。

35. **公开：**卖方同意不发布或使用任何提及乐天名称的广告、促销或公开文件。

36. **可分割性：**本订单的每一规定均是可分割的，且如任何规定在任何司法辖区最终被确定为无效、非法或不可执行（“无效”），其余条款均不应因此受到影响，该等条款也不应在任何其它司法辖区归于无效。

37. **食品防护：**卖方保证其进行的所有操作，提供的所有货物，都符合 CTPAT（海关贸易合作反恐条例）、MTSA（海运安全法案）、或 USDA FSIS（美国农业部食品安全检验署）框架的特定食品防护计划。

38. **修订：**本订单的修订或变更应以书面作出并由乐天和卖方的授权代表签署。

39. **不可抗力：**“不可抗力事件”系指发生超出双方控制的事件，该事件系无法预见的，或虽可预见但无法避免的，包括但不限于战争、火灾、洪灾、台风和地震。如任何一方因不可抗力事件而未能履行其在本订单项下的义务，则在不可抗力事件持续期间该方应中止履行其义务，且到期履行日应自动延续至与该等中止相同的期间。遭遇不可抗力事件的一方应立即：(a) 在实际可能的情况下尽快地书面通知另一方；以及 (b) 向另一方提供不可抗力事件发生的书面证据。在不可抗力事件发生后，双方应立即与对方商讨以寻求公平的解决方案，并应尽合理努力减轻不可抗力事件造成的后果。在任何情况下，如不可抗力事件导致本合同项下的交付延迟超过三十（30）天，任一方应有权解除本协议而不产生任何违约责任。

survive, shall survive the termination or other expiration of this Order.

34. **WAIVER:** Lotte's failure to enforce any provision of this Order or to require performance by Seller shall not be construed as a waiver of such provision nor affect the validity of the Order or any part thereof, or Lotte's right to enforce any provision thereafter. Lotte's rights under this Order are in addition to, and not in lieu of, any other remedies available under the PRC laws.

35. **PUBLICITY:** Seller agrees not to publish or use any advertising, sales promotion or publicity matter in which Lotte's name is mentioned.

36. **SEVERABILITY:** Each provision of this Order is severable and if any provision shall be finally determined to be invalid, illegal or unenforceable ("Invalid") in any jurisdiction, the remaining provisions shall not be affected thereby, nor shall said provision be Invalid in any other jurisdiction.

37. **FOOD DEFENSE:** Seller certifies that it conducts all operations, and all Goods provided, are produced under an appropriate Food Defense Plan that complies with the requirements of CTPAT, MTSA, or the USDA FSIS model.

38. **AMENDMENTS:** An amendment or a variation of this Order shall be in writing and signed by authorized representatives of Lotte and Seller.

39. **FORCE MAJEURE:** A "Force Majeure Event" means an event the occurrence of which is beyond the control of the parties, and is unforeseeable or, if foreseen, unavoidable, including without limitation war, fire, flood, typhoon and earthquake. If any party is unable to perform its obligations under this Order as a result of a Force Majeure Event, the performance of its obligations shall be suspended while the Force Majeure Event subsists, and the due date for the performance shall be automatically extended for a period equal to such suspension. The party encountering a Force Majeure Event shall promptly: (a) notify the other party in writing as soon as practicable; and (b) provide the other party with written evidence of the occurrence of the Force Majeure Event. After the occurrence of a Force Majeure Event, the Parties shall promptly discuss with each other to find an equitable solution and shall use reasonable efforts to mitigate the consequences of the Force Majeure Event. In any event, if the Force Majeure Event causes the delivery under this Contract to be delayed for more than thirty (30) days, either Party shall be entitled to terminate this Order without incurring any liability for breach.

40. **语言和货币：**双方特此确认其明确同意本订单和直接或间接与此相关的其它所有文件应以中英文起草。若两种语言文本存在不一致，应以英文文本为准。除非本订单前文另有规定，本订单项下要求的所有支付和其它财务要求之货币均为人民币。

**重要法律告知：**本采购订单受乐天标准条款和条件（“条款”）所管辖。如贵方未随同本订单收到该条款，或该条款无法识读，敬请要求贵方的乐天代表提供一份该条款的复印件。

40. **LANGUAGE AND CURRENCY:** The parties hereby confirm their express agreement that this Order and all documents directly or indirectly related thereto shall be drawn up in English and Chinese. If the two language versions are inconsistent, the English version shall prevail. Unless otherwise stated on the front of this Order, all payments and other financial requirements required under this Order shall be in the currency of Renminbi.

**IMPORTANT LEGAL NOTICE:** This purchase order is governed by Lotte's standard terms and conditions (the "Terms"). If you have not received the Terms with this order or the Terms are not legible, please request a copy of the Terms from your Lotte representative.