



# PURCHASE ORDER

P.O. No. CH/PO-16-1115

To: 广东瑞恩科技有限公司  
东莞市南城区体育路健升大厦1502室  
Contact: 汪斌  
Tel: 0769-21680186 13922542822  
Fax: 0769-87729768

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Date Mar.15,2017

CARTON MARKING

ATR Part No.:

P.O. No. :

MFG Date :

Quantity :

Carton No. :

Price Basis : 報價單,含稅17%

Payment Terms : 見備註

Place of Delivery : 港芝塘廈廠

Routing : 轉帳

Delivery Dates below refer to our Receiving Dates at above Place Of Delivery.

ITEM	PART NUMBER/ DESCRIPTION	QUANTITY	UNIT	DELIVERY DATE	UNIT PRICE RMB	AMOUNT RMB
1	Thinsys 云终端 C310NW Thinsys 云终端 C310NW ARM架构 四核1.6G、 1G内存、8G硬盘  備註: 1.以上含稅率17% 2.付款方式:貨到一個月內付款,由我司代為轉帳,費用從貨款中扣除 3.用于繼續改造現有的老舊台式辦公電腦為終端+服務器模式. (備注:保修期三年)	30	台	Mar.24,2017	625.00000	18,750.00
總計:						RMB ¥ 18,750.00

REMARKS: \*\*\* 稅票抬頭請注明:港芝(東莞)電子製造廠有限公司

PR NO.:ITD2016034T DEPT:塘廈廠(ITD-王麗平/羅建武/周勇平) CC: 收貨部

- NOTES:
- Goods are accepted only after passing the buyer's incoming inspection, based on ANSI/ASQ z1.4, single sampling plan for Normal inspection, level II, and following AQL's: Category A: AQL 0.4 for MAJOR & AQL 1.0 for MINOR defects. Category C: AQL 1.0 for MAJOR & AQL 2.5 for MINOR defects. Category B: AQL 0.65 for MAJOR & AQL 1.5 for MINOR defects. Remark: Critical Defect is Zero (0) for ALL CATEGORIES.
  - When goods/ parts/ components are used in our automobile products, the goods/ parts/ components are accepted after passing the buyer's incoming inspection, based on Zero Acceptance Number Sampling Plan (C=0) level 0.65.
  - The seller shall replace any shortage or defective returns within 7 days, or reimburse the equivalent amounts as requested by the buyer.
  - All parts shall be made and delivered as per the buyer's engineering specifications and approved samples, and the subsequent revision.

The Seller

交貨地址:  
港芝(東莞)電子製造廠有限公司  
廣東 東莞 塘廈 平山 188工業區  
電話:0769 8772 0639 / 8772 0640  
傳真:0769 8772 9768

崔娜傑

For and on behalf of  
ATR (Dongguan) Electronics Manufactory Co., Ltd.

Authorized signature & chop

PUR 6.2(0)

Authorized signature

# TERMS AND CONDITIONS OF PURCHASE ORDER

## (1) ACCEPTANCE

Agreement by Seller to furnish the materials or services hereby ordered or its furnishing such materials or services in whole or in part, or the commencement of work by the Seller with reference thereto shall constitute acceptance by Seller of this order subject to these terms and conditions. Any prices or terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect, unless specially agreed to by Buyer. Modifications hereof or additions hereto to be effective must be made in writing and be signed by Buyer. These terms and conditions, together with such modifications and with such date relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties hereunder shall be in addition to any of its rights and remedies at law or equity. Failure of Buyer to enforce their rights shall not constitute a waiver of such rights or of any other rights.

## (2) EXTRA CHARGES

All prices are firm, except as otherwise agreed in writing, and shall be as stated on the face of this order.

## (3) PACKING AND SHIPMENT

3.1 Unless otherwise specified, price is to cover net weight of material ordered hereunder and no charges will be allowed for boxing, crating, or storage.

3.2 Unless otherwise agreed in writing by the Buyer, partial shipments and transshipments of the Goods shall not be permitted.

3.3 The Seller shall be responsible for providing all necessary certificates of origin, export licences, quotas and certificates of a similar nature.

3.4 Separate instructions as to shipping and/or packing and/or labelling and/or presentation and/or assortment may be given to the Seller and shall when so given form part of the Purchase Order.

## (4) OVERSHIPMENT

Buyer will pay only for maximum quantities ordered. Overshipments will be held at Seller's risk and expenses for a reasonable time awaiting returning instructions. Return shipping charges for excess quantities will be at Seller's expenses.

## (5) DELIVERY

Delivery date is the essence of this Purchase Order. In case of late shipment or later delivery or non-delivery or quality defects that affects Buyer's schedules, Buyer reserves the right to cancel or to purchase elsewhere, and hold the Seller accountable for all claims and damages suffered by Buyer as a result thereof. The acceptance by the Buyer of late delivery of goods or services herein shall not constitute a waiver of all the Buyer's rights in respect of the Seller's default and the Buyer shall not be stopped from claiming all such rights against the Seller. As soon as the Seller knows that the performance of this Purchase Order is not possible by the time for such performance stated herein, the Seller shall notify the Buyer immediately in writing.

## (6) PAYMENT

All payments are made conditional upon acceptance by the Buyer of the Goods called for under this Purchase Order.

## (7) CHANGE

The Buyer may at any time, by a written order, make changes, within the general scope of this order in any one or more of the following:

- (a) Method of shipment or packing;
- (b) Place of delivery;
- (c) Delivery schedule;

If any such change causes an increase or decrease in the cost of, or the time required for performance of this order, an equitable adjustment

shall be made in the order in respect of the price or delivery schedule, or both, and the order shall be modified in writing accordingly. Any claim by the Seller for adjustment hereunder must be asserted within 20 days from the date of receipt by the Seller of the notification of change provided, however, that such period may be extended upon the written approval of the Buyer. However, nothing in this clause shall excuse the Seller from proceeding with the order as changed or modified.

## (8) INSPECTION

The Buyer is authorized to appoint, without reference to the Seller, a duly qualified firm of surveyors and/or analysts and/or weighters to inspect the Goods within a reasonable period of time on arrival at the port of destination, or if the Goods are delivered to the Buyer in Hong Kong on the arrival of the Goods at the place where the Buyer has arranged to store the goods, and a certified report of such surveyors and /or analysts and/or weighters shall be conclusive and binding on the Seller, the Buyer and its sub-purchaser as to the quantity, quality, weight, condition, description and specification of the Goods and their conformity or non-conformity (as the case may be) with the requirements of the Purchase Contract.

## (9) DEFECTIVE GOODS

9.1 If the Buyer is of the opinion, on the basis of a certified report referred to in paragraph (8) above, that any of the Goods does not comply in all respects with the Purchase order or are otherwise defective in any respect, the Buyer shall, in addition to all other rights of the Buyer hereunder, at its sole discretion be entitled either to accept or reject such Goods and also, in the case of an installment contract to repudiate the whole Purchase Order.

9.2 The Seller shall be liable in all respects for any rejected Goods from the time of notice of rejection given by the Buyer including without limitation, responsibility for all expenses of unpacking, inspection, repacking, storage or collection or the Goods from the Buyer for return to the Seller or elsewhere.

9.3 The Seller shall repair or (at the Buyer's option) replace any of the Goods which are found to be defective under normal use within a period of 12 months after the date of the arrival of the Goods at the point of destination.

## (10) TERMINATION FOR DEFAULT

The Buyer may terminate all or any part of this order without liability to the Seller, by written notice of default if Seller fails to perform any of the obligations under this order as specified, or so fails to make progress as to endanger performance under this order and in accordance with its terms. The Buyer is the sole judge under such circumstance.

## (11) INSOLVENCY, LOSS OF PROFITS, DAMAGES

The insolvency or adjudication of bankruptcy or winding up of, or the filing of a voluntary petition in bankruptcy or winding up, or the making of an assignment for the benefit of creditors, by either party, shall be a material breach hereof. In no event shall Seller entitled to anticipatory profits, or to special or consequential damages.

## (12) PATENTS, ROYALTIES AND INCUMBENCIES

All materials supplied must be free from liability of royalties, patent rights and mechanics liens or other incumbencies, and Seller agrees to indemnify and keep Buyer harmless against all claims, demands, costs and actions for actual or alleged infringements of patent rights in the use, sale or resale of said material or merchandise.

# TERMS AND CONDITIONS OF PURCHASE ORDER

## (13) GRATUITIES

Seller warrants that it has not offered or given and will not offer or give to any employee of the Buyer, agent or representative, any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance or any contract or order with Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

## (14) NON DISCLOSURE OF CONFIDENTIAL MATTER

Materials purchased hereunder with the Buyer's specifications of Goods and drawings shall not be quoted for sale to others without the Buyer's written authorization. Such specification, drawing, sample or other information furnished by the Buyer, shall remain Buyer's property and shall be returned to Buyer on request.

## (15) ASSIGNMENT

No right or obligation under this order (including the right to receive money due and to become due hereunder) shall be assigned by Seller without the prior written consent of Buyer, and any purported assignment without such consent shall be void.

## (16) PATENT LICENCE

The Seller, as part consideration for the purchase order and without further cost to Buyer, hereby grants and agrees to grant to the Buyer and, to the extent requested by the Buyer, an irrevocable, non-exclusive, royalty-free right and licence to use, sell manufacture and cause to be manufactured, products embodying any and all inventions and discoveries made, conceived or actually reduced to practice in connection with the performance of this purchase order.

(17) All matters connected with this purchase order and performance thereof shall be construed, interpreted, applied and governed in all respect by the laws of Hong Kong. The parties hereto have agreed to be subjected to the jurisdiction of Court of Hong Kong.

(18) Incoming materials inspection plan for the different categories A, B and C type of components.

### 18.1 Category A

Description	Code number
Diodes	DA, DB, DD, DE, DF, DK, DL, DO, DR, DS, DT, DV, DX, DZ
Transmitter	DQ
Liquid Crystal Displays	EC
Resonator	EW, EX
Transistors	QA, QB, QC, QD, QH, QI, QJ, QK, QL, QO, QR
Integrated Circuits	UA, UD, UF, UI, UL, UM, UN, UO, UP, UQ, US
SCR, Diacs, Triacs & Varistors	VA, VD, VS, VT, VV,

### 18.2 Category B

Description	Code number
Printed Circuits Board	BF, BK, BM, BO, BP, BQ, BX
Capacitors	CA, CB, CC, CD, CE, CF, CG, CH, CI, CL, CM, CP, CQ, CT, CU, CV
Electrical Assembly, LCD	EA, EG
Assembly & Electronic Luminous	
Batteries	EB
Detecting Devices & Microphone	ED, EE, EJ
Fuse & buzzer	EF, EO
Lamps	EL
Motor	EM
Speaker & CD-ROM disk &	EP, EK, EQ, EZ
Electrode pad	
Relays and Reed-Switch	ER
Switches & Switch-Membrane	ES, EH
Gas Tube /UV Tube	ET
Power Adaptors	EV, XA
Connectors & Headers	JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JO, JP, JQ, JR, JT, JU, JV, JW, JX, JZ
Inductors & Cores	LA, LC, LD, LF, LH, LM, LO, LR, LS, LT
Fixed & Variable Resistors	RA, RC, RD, RF, RH, RI, RJ, RL, RM, RN, RP, RQ, RR, RS, RT, RU, RV, RW, RX
Wires & Assemblies	WA, WB, WC, WD, WE, WF, WH, WI, WJ, WL, WM, WN, WO, WP, WR, WS, WT

### 18.3 Category C

Description	Code number
Auxiliary Materials	IA, IB, ID, IE, IF, IG, IH, IN, IO, IP, IR, IS, IT, IU, IV, IW
Metal Parts	KC, KD, KI, KJ, KM, KN, KS, KT, KU, KZ
	MA, MB, MC, MD, ME, MG, MH, MJ, MK, MN, MP, MR, MS, MT
	SA, SB, SC, SD, SE, SH, SO, SP, SR, SS, ST, SW, SX
Plastic & Rubber Parts	NA, NB, NC, ND, NE, NG, NH, NI, NJ, NK, NL, NN, NO, NP, NQ, NR, NS, NT, NV, NX, NY, NZ
Packing materials	PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PV, PW, PX, PY, PZ

The Acceptable Quality level (AQL) of the material with prefix Y in the Code number should refer to its corresponding category.

\*Remarks: Code number is the first two digit of ATR part number.

**IMPORTANT: OUR PURCHASE ORDER NUMBER MUST APPEAR ON INVOICES, DELIVERY NOTES AND PACKAGES. 請填上訂單號碼及貨品編號於送貨單及發票上。**

**The Seller has accepted this Purchase Order with the full understanding that this order SHALL be fulfilled in strict accordance with the specifications and instructions outlined and the terms and conditions printed above.**

茲承認完全明瞭本合約及所載一切條件並同意切實照此合約履行之。

We are an Authorized Economic Operator (AEO). We are requesting all our business partners to comply to the customs requirements stipulated on AEO, as well as continuous improvement on trade security management

我司為海關AEO認證企業,請各商業夥伴按照海關認證企業標準,持續優化和完善貿易安全管理。

## **Special attention :**

**PO No., ATR part no. (P/N), brand-name, manufacturer P/N, Quantity, and Country of Origin are to be marked clearly on the delivery note, invoice and other shipping documents.**

**PO No., ATR P/N, brand-name, manufacturer P/N, Quantity, and Country of Origin should also be marked clearly on the shipping mark of the master carton, inner packing (e.g. inner box, tape-and-reel, tube, etc.).**

**The brand-name, manufacturer P/N and Country of Origin are to be marked clearly on the component (except the component size is too small). If there are more than one PO No., ATR P/N, Manufacturer P/N, or Country of Origin in one shipment, please clearly state the quantity involved on the delivery note, invoice and other shipping documents.**

**We will use the supplier's provided information (as described above) to declare to the Customs and Excise Department of Hong Kong SAR and China government, as well as other governmental authorities. Any wrong declaration will be in serious trouble and subject to fine. If any wrong declaration is due to supplier's wrong or incomplete information, the supplier is responsible for any fine or penalties by the relevant authorities.**

訂單號碼、ATR 編號、物料品牌、製造商編號、數量及原產地是要在送貨單，發票及其他貨運單據清晰標示；

訂單號碼、ATR 編號、物料品牌、製造商編號、數量及原產地也應在外箱的嘜頭、內包裝（例如內盒、帶裝、管裝等）清晰標示；

品牌名稱、製造商編號和原產地都要清楚地標示在物料（除了物料太小不能加上外）。如果一次裝運超過一個訂單號、ATR 編號、物料品牌、製造商編號或原產地，請寫明所涉及的數量於送貨單、發票及其他貨運單據上。

我們將使用供應商提供的信息（如上所述）向香港特區和中國政府海關以及其他政府部門申報，任何錯誤的申報將有很大的麻煩並有可能受罰。由於供應商的錯誤或不完整信息導致申報錯誤，供應商負責有關當局有任何罰款或處罰。