



长春化工(江苏)有限公司 CHANG CHUN CHEMICAL (JIANGSU) CO.,LTD.
长春封塑料(常熟)有限公司 CHANG CHUN SB (CHANGSHU) CO.,LTD.
长春应化(常熟)有限公司 CHANG CHUN TOK (CHANGSHU) CO.,LTD.
艾迪科精细化工(常熟)有限公司 ADEKA FINE CHEMICAL (CHANGSHU) CO.,LTD.
优必佳树脂(常熟)有限公司 UPICA RESIN (CHANGSHU) CO.,LTD.
捷时雅精细化工(常熟)有限公司 JSR MICRO (CHANGSHU) CO.,LTD
长春和益精细化工(常熟)有限公司 CHANG CHUN FORMOSAN UNION FINE CHEMICAL (CHANGSHU) CO.,LTD.

地址: 江苏省常熟经济开发区沿江工业区长春路 101 号
NO.101 Changchun Rd, Riverside Industrial Park, Changshu Economy Development
TEL: 0512-5264-8000 FAX: 0512-5264-9000

尊敬的各位供货商, 承包商, 其他合作单位和相关人士:

Dear esteemed suppliers, contractors, and other cooperating vendors,

首先感谢贵公司长久以来的支持和服务, 我公司向你们表示诚挚的谢意。我们长春的经营理念是:『诚信立业, 顾客至上, 创意革新』。我们深信, 只有诚信与互敬交往才能促进供需双方长远的健康合作, 保证双方的利益。本着该原则, 我公司特制定以下条款, 请贵公司遵循和配合:

First of all, our company would like to express sincere gratitude for your company's longstanding support and services. Chang Chun Group operates under the following 3 principles: "Integrity, Customer First, and Creative Innovations." Only through integrity and mutual respect, can a long-term healthy business relationship be promoted that will be mutually agreeable for both parties. In line with this principle, we kindly ask that your company observe the following terms:

1. 劳动与人权(Labor and Human Rights)

(1) 自由结社与集体谈判(Freedom of Association and Collective Bargaining)

- 承诺尊重所有员工有权自由成立、参加和组织工会(以当地法律为标准从其规定), 并确实告知员工可以自由加入所选择的组织, 不会因此而有任何不良后果或受到公司的报复。

Within the framework of fundamental rights to freedom of association, including the right to engage in collective bargaining, employees have the right to be represented by freely elected delegates, to form organizations of their choice and to join them.

- 应当提供沟通管道, 使员工应能够在不用担心报复、威胁或骚扰的情况下, 公开地与管理层沟通, 以确保员工能与公司进行沟通。

Provide public channels for laborers to communicate with management without worry of retaliation.

(2) 反歧视(Prevention of Discrimination)

在涉及聘用、报酬、培训机会、升迁、解职或退休等事项上, 不得基于种族、民族或社会出身、社会阶层、血统、宗教、身体残疾、性别、性取向、家庭责任、婚姻状况、工会会员、政治见解、年龄或其他歧视等因素而有不公平的对待。另外, 除按照法律要求或为确定是否适合从事特殊性工作而进行之医学检查, 不得强迫员工或准员工接受带有歧视性的医学检查。此外, 供货商应充分遵守所有适用的法规、命令和其他法律要求应履行之义务, 包括法律上涉及的保护人类健康、安全或环境、移民、和公平的就业机会。

Supplier is committed to equality of opportunity and treatment in employment, including equal remuneration for men and women for work of equal value, and the prevention of discrimination in respect of employment and occupation, including hiring, compensation, training, promotion, firing, and retirement. Employees or prospective employees shall not be forced to undergo discriminatory medical examinations, unless applicable labor/health law does require such medical examination to be performed to ensure suitability of such job position. In addition, supplier shall comply fully with all applicable laws, regulations, ordinances, decrees, order, and other legal requirements in performing its obligations under the Agreement, including those dealing with the protection of human health, safety, or environment, immigration, and equal employment opportunity.

(3) 无惩戒性措施(No Punishment)

对所有人员予以尊重及尊严, 不从事和支持体罚、不对员工进行精神或肉体胁迫以及言语侮辱, 也不以粗暴、非人道的方式对待工人。

Treat laborers with respect and prohibit the use of corporal discipline, mental or physical threats, verbal humiliation, or violence as a form of punishment.

(4) 反强迫劳动(Commitment not to employ forced or compulsory labor)

禁止对员工进行强制劳动或相关的强制措施, 包括但不限于: 体罚、生理或心理上的虐待或强制、恐吓或其他的语言暴力、扣款或扣押身分证件或其他不合法的强制劳动。

Prohibit the use of forced labor, including, but not limited to corporal punishment, physical and mental abuse, compulsion, threats or other verbal violence, penalization, seizure of identity cards/documents, etc.

(5) 工时与薪酬(Working hours and Compensation)

- 应确保员工工作时间、加班时间能符合当地法律标准, 由于订单的波动和考虑季节的变化, 适当合法调整加班时数是可以考虑的, 但无论如何都应提供员工合理的休息时间和加班费。

Ensure employees' working hours meet all applicable local standards and are properly compensated for overtime. Employees are given adequate rest and overtime premium under applicable legal standards.

- 本公司承诺薪资政策符合当地法律规定, 不低于当地最低基本工资标准, 并享有法定福利。

Commit to compensation policy that meets requirements of local laws and regulation, with wage and benefits not lower than what local laws and regulation stipulate.

(6) 禁用童工(Commitment not to employ child labor)

供货商不得(1) 出售/购买以强迫, 奴役, 或罪犯性质之劳工所生产的产品; (2)也不得雇用违反国家制造业法律规定最低工作年龄者(即童工), 违反最低工资、工时及加班的标准。

No product sold/purchased under this Agreement (1) have been or will be produced using forced, indentured, or convict labor or (2) utilizing the labor of person in violation of the law governing minimum working age (i.e. child labor), minimum wage, hour of service, and overtime in the country of manufacture.

(7) 不使用冲突金属(Metal Conflict-free)

供货商提供的产品所使用之任何钽、钨、锡、钴和金(又称冲突矿物)不得直接或间接地向刚果民主共和国或毗邻国家中采购。

No product transferred under this Agreement contains any tantalum, tungsten, tin, cobalt and gold (a.k.a. Conflict Mineral) that is procured directly or indirectly from Democratic Republic of Congo or adjoining countries.

2. 安全工作环境(Safe Working Environment)

供货商应在其所有活动中采取适当行动, 提供安全和健康的工作环境, 并保护当地的环境质量。

Supplier shall take appropriate action to provide a safe and healthy workplace, and to protect local environmental quality in all of its activity.

3. 气候变迁风险(Climate Change Risks)

为避免未来全球气候变迁可能造成风灾、缺水、洪水、交通与通讯中断等灾害事故损失, 供货商需针对要求原物料主要供货商必须准备可能的因应方案(如第二供货商等), 减少事故发生导致对供应中断的冲击。

Due to the increased risk of storms, water shortage, flooding and transportation and communication disruption in recent years resulting from global climate change, supplier should require our major raw material suppliers to prepare contingency plans(ex. the second source), such as support from overseas production, to reduce the impact of such an event.

4. 商业伦理(Business Ethics)

- 请供货商加强自检, 杜绝偷工减料、以次充好、或在过磅中采用各种方法增加称重的舞弊行为, 若有发现, 本公司将追回历次的所有损失, 并保留追究对方法律责任的权利。

Please enforce the prevention of fraudulent behavior such as inflating freight weights, turn out substandard goods, etc. If it is found, the company will recover compensations for all previous transactions, and the right to pursue other legal responsibilities.

- 请供货商专注于提供高质量的产品和专业的服务, 不要通过其他非法手段获取利益, 也不要向我公司采购人员或其他相关人员探询贵公司竞争对手的信息。

Please ensure that products and services provided by your company are of the topmost quality. Please refrain from illicit activities. Please do not inquire the information of other competitors through our procurement staff.

- 供货商不得为非法或不当干涉以获取或保留业务或取得任何与买卖合同有关优势之目的, 而支付、承诺支付、或授权支付任何金钱或任何具金钱价值东西给任何人或实体。

Supplier will not pay, promise to pay, or authorize payment of any money or anything with monetary value to any person or entity for the purpose of illegal or improperly inducing a decision or obtain or retaining business or any advantage in connection with the Agreement.

- 请勿对我公司任何采购人员、现场人员、仓储人员等相关人员进行任何形式的贿赂, 包括回扣、金钱、贵重礼物、特别招待等利益交易。若有发现, 本公司将立即中止双方的合作, 追回所有损失, 并保留追究对方法律责任的权利。

Do not approach any of our staff, on-site personnel, warehouse personnel and other related personnel/relatives with bribes of any form, including kickbacks, money, expensive gifts, entertainment and other special interest transactions. If it is found, we will immediately suspend bilateral cooperation, recover all losses incurred, and reserve the right to pursue other legal responsibilities.

- 若我公司人员如采购人员、现场人员、仓储人员等, 有向贵公司索取金钱、物质、或其他任何形式的回报, 损害公司利益的, 请直接联络我司人员联络:

If any of our staff, on-site personnel, warehouse personnel and other related personnel/relatives has received money, material, or any other form of bribery from your company, in the interest of maintaining integrity, please contact us through the following the information or our auditing department:

长春化工(江苏)有限公司总经理 电话: +86-512-52648000#801

长春化工(江苏)有限公司采购主管 电话: +86-512-52648000#871

常熟稽核室之举报邮箱: cs_audit@cs.cpcn.com

Chang Chun Chemical (Jiangsu) Co., Ltd. General Manager Tel: +86-512-52648000#801

Chang Chun Chemical (Jiangsu) Co., Ltd. Procurement Division Tel: +86-512-52648000#871

Chang Chun Chemical(Jiangsu) Co., Ltd. Auditing Office: cs_audit@cs.cpcn.com

我们将认真查处, 若结果属实, 我公司将优先考虑与贵公司的业务, 以示奖励。

After thorough investigation of the validity of the claim, business with your company will be given priority and commendation.

- 若我公司采购人员或其他相关人员与贵公司进行正常公事交往中, 态度恶劣或口出恶言等, 亦请告知上述投诉电话。

If our staffs are acting ill-mannered during business exchanges and communication, please inform us through the above contact information.

5. 法规遵循(Regulatory Compliance)

- (1) 供货商须保证: (1) 产品组成或所包含的化学物质, 在制造、销售, 和交运下符合: (a)列入、(b)排除, 或(c)豁免于所适用之特定国家既有化学物质名录。对于未列入国家既有化学物质名录者(又称为"新化学物质"), 供货商同意自费采取适当措施, 包括但不限于新化学物质的预注册、注册、通知, 以确保遵从特定国家的法规。**[原料供货商]**

Raw material supplier represents warrants, certifies, and covenants that: (1) All chemicals substances constituting or contained in the product are either: (a) listed in, or (b) exempted from, or (c) excluded from applicable country's chemical inventory where the

product is manufactured, sold to, and shipped to. In the scenario where a chemical substance within the product is not listed in the respective country's chemical inventory (a.k.a. as "New Chemical Substance"), Supplier agrees, at its own expense, to take appropriate measures, including but not limited to pre-registration, registration, notification, to ensure regulatory compliance of all New Chemical Substance within the respective country. [Raw Material Supplier]

- (2) 原料供货商所提供的产品不得包含任何欧盟指令 2011/65/EC (RoHS2)所规范之危害性物质,或在含有的情况下,应低于以下数值: 铅 (0.1%)、汞 (0.1%)、镉 (0.01%)、六价铬 (0.1%)、多溴联苯(0.1%)、多溴二苯醚 [PBDE] (0.1%)。此外,供货商的所有产品基于制造、销售与交运过程中所适用的国家法规,不应含有任何在<<蒙特娄议定书>>针对破坏臭氧层所公告并需要国家授权的限制物质。 [原料供货商]

No Products transferred within this Agreement contain any of the hazardous substances stipulated in Directive 2011/65/EC and its latest amendments (RoHS2) or if it does, substance does not exceed the threshold limit (by weight %): lead (0.1%), mercury (0.1%), cadmium (0.01%), hexavalent chromium (0.1%), polybrominated biphenyls [PBB] (0.1%), polybrominated diphenyl ethers [PBDE] (0.1%). Furthermore, all Product transferred under the Agreement do not contain any hazardous substances that is restricted under Montreal Protocol on ozone-depleting substance or any restricted substances or substances subject to authorization under the law of the countries which the product is manufactured, shipped and sold to.[Raw Material Supplier]

- (3) 供货商提供的产品应符合 2002/96/EC 关于废弃电气电子设备 (WEEE) 欧盟法规。 [原料供货商]

All product transferred under the Agreement are compliant with EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment (WEEE Directive) as amended. [Raw Material Supplier]

- (4) 供货商提供的产品不得含有任何 EC No.1907/2006 (又称 REACH 法规) 和后续修正案中正式公告的高关注物质(SVHC)。最新公告的 SVHC 可以参考欧盟化学总署网页,网址为: <http://echa.europa.eu/candidate-list-table>。买方若有要求,供货商应更新产品最新的 SVHC 状态。在产品含有 SVHC 的情况下,供货商应尽早告知买方并停止供应该产品给买方,除非买方以书面明确同意持续供应之。 [原料供货商]

No product, at the time of transfer under the Agreement, contains any of the officially adopted Substance of Very High Concern (SVHC) as stipulated in EC Regulation No 1907/2006 (a.k.a. REACH Regulation) and its subsequent amendments. Latest officially adopted SVHC substances can be found on European Chemical Agency's website at: <http://echa.europa.eu/candidate-list-table>. Supplier shall inform Buyer latest SVHC status upon request. In the scenario Product contain upcoming SVHC substance, Supplier will inform Buyer as early as possible and cease to supply the Product to the Buyer, unless expressly agreed otherwise by Buyer in writing. [Raw Material Supplier]

- (5) REACH 注册义务

买方若通知卖方该产品将随后运到欧洲经济区 (EEA) 或韩国时, 卖方应证明该产品符合以上区域对 REACH 要求。符合 REACH 要求系指, 所有产品中的物质 (或在 EEA 该物质是一种聚合物时, 系指其单体/其他反应物) 已: (a)排除于 REACH 法规外, 或(b)免除于 REACH 法规注册, 或(c)被涵盖在有效的预注册期限内, 或(d)被涵盖在卖方供应链中已完成的有效注册。如果该物质已由指定的唯一代表(OR)完成注册, 卖方同意确保买方在 EEA 或韩国下游使用者和其吨数会涵盖在注册范围之下。在产品不符合 REACH 规范时, 供货商应立即告知买方, 并在相互签署保密协议后, 提供足够的 REACH 相关组成数据, 以使买方采取必要行动以确保产品遵守 REACH 法规。 [原料供货商]

REACH registration obligations:

In the event that Buyer informs Supplier that the product will be subsequently shipped to European Economic Area (EEA) or Korea, Supplier shall either:

1.) Certifies that the product is compliant in the relevant region/country's chemical registration regulation, such as EU's REACH Regulation or Korea's *Act on Registration and Evaluation, etc of Chemical Substances* (a.k.a. Korea REACH Regulation). Compliance shall mean that all substances within the product (or if the substance or component is a polymer, its monomers/post reactants for EU REACH Regulation) are either: (a) excluded from REACH Regulation, or (b) exempted from REACH registration, or (c) covered by valid pre-registration(s), or (d) covered by valid registration(s) in the Supplier's supply chain. Furthermore, if the substance has been or will be registered by an appointed Only Representative (OR), Supplier agrees to ensure Buyer's EEA or Korean downstream users and its tonnage is or will be covered under the completed registration(s) in the Supplier's supply chain; or

2.) Immediately inform Buyer non-compliant status, and after mutual non-disclosure agreement has been signed, furnish sufficient composition information to enable Buyer take necessary actions to ensure REACH-compliance for the product. Buyer reserve the right to reduce quantity promised or terminate the Agreement if Supplier fails to register when promised or fails to furnish sufficient required information. [Raw Material Supplier]

以上条文请各相关单位和人士能切实遵守, 全力配合。我们希望贵公司能一如既往地给我们长春公司及关系企业以支持及合作, 我们相信在诚信基础上, 双方的合作会更紧密、更频繁、更健康。谢谢!

Relevant parties and individuals are kindly asked to comply with the above provisions. We hope that your company can give Chang Chun Group and other affiliated companies continued support and assistance. We believe that through trust, both parties can cooperate more closely, frequently, and healthily. Thank you!

对于上述内容, 立同意书人同意并签署切实遵守并全力配合。

The signee agrees to comply with accordance to the above provisions.

供應商名稱 (Name of the Supplier) : _____

簽名 (Signature) : _____

蓋章 (Seal) : _____