

General Terms and Conditions for Indirect Procurement (China)

Buyer means the party who issues a purchase order to a supplier.
Supplier means the party who sells or delivers any Deliverable to Buyer. (i) If

original equipment manufacturer. Failure to comply with the foregoing sentence constitutes a material breach under the Supply Agreement.

11. Buyer's Property: Any and all tools, equipment, items, materials, and information, provided or paid for by Buyer, shall remain the property of Buyer. Buyer shall retain all rights, title, and interest in and to such property, including without limitation, the right to use, sell, lease, license, or otherwise dispose of such property in any manner whatsoever. Supplier shall not use, copy, reproduce, disseminate, or otherwise make available to any third party any such property. Supplier shall return to Buyer all such property upon the termination or expiration of this Supply Agreement.

12. Indemnification: Supplier shall indemnify, defend and hold Buyer and

(including those who are to furnish materials or equipment fabricated t