

## 变更履历

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# 环境管理物质控制承诺书 Environmental Management Material Control Commitment

供应商名称:	
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#### Supplier name:

本公司承诺: 我公司(包括本公司的子公司,其它有关公司)直接或通过第三方为英诺赛科(珠海)科技有限公司以及英诺赛科(苏州)半导体有限公司(以下统称为英诺赛科),提供的原材料或零部件(见表 1),保证符合欧盟《关于在电子电气设备中限制使用有害物质指令》最新标准及英诺赛科《环境管理物质控制标准》的要求(参考 INNO HS 管控物质清单)。

Our commitment: Our company (including the company's subsidiaries and other related companies) Innoscience (Zhuhai) Technology Co., Ltd. and Innoscience (Suzhou) Semiconductor Co., Ltd. directly or through a third party (below call Innoscience). The raw materials or parts provided shall meet the requirements of the latest EU Directive on the restriction of the use of hazardous substances in electrical and electronic equipment and Innoscience environmental management substance control standard.

表 1: 所提供的原材料或零部件

TABLE 1: Raw materials or parts provided

产品名称 (Model Name)	型 号
(Model Name)	(Type)

我公司同时承诺以下条款:

We also promises the following terms:

- 1. 遵守我国有害环境管理物质控制法律、法规及英诺赛科(珠海,苏州)产品最终销售地的法律、法规和贵公司的《有害物质控制程序》。 Abide by the laws and regulations of China on the control of hazardous environmental management substances, the laws and regulations of the final sales place of Innoscience (Zhuhai, Suzhou) products and your company's "hazardous substances control procedure".
- 2. 保证每年对产品或零部件做一次由第三方权威检测机构(例如 SGS) 进行的有害物质含量检测,并将 SGS 检测报告提供给英诺赛科(珠海, 苏州)。

Ensure to test the content of harmful substances of products or parts once a year by the third-party authoritative testing agency (such as SGS), and provide the SGS test report to Innoscience (Zhuhai, Suzhou).

3. 可以接受英诺赛科(珠海,苏州)每年进行不定期的随机抽样检测, 如有异常,检测费用由我公司承担。

It is acceptable for Innoscience (Zhuhai, Suzhou) to conduct random sampling inspection every year. If there is any abnormality, the inspection cost shall be borne by our company.

4. 供给英诺赛科(珠海,苏州)的产品或零部件的包装(含外箱、内箱、最小包装)上粘贴环保标识("RoHS","GP","HSF"),同时在检验报告中注明环保物料。

Environmental protection labels ("RoHS", "GP", "HSF") shall be pasted on the package (including outer box, inner box and minimum package) of products or parts supplied to Innoscience (Zhuhai, Suzhou), and environmental protection materials shall be indicated in the inspection report.

5. 罚则:

Penalty:

(1) 若英诺赛科(珠海,苏州)对我公司的产品或零部件进行不定期随机抽样检测时,发现环境管理物质含量不符合贵公司"禁用物质控制标准",经确认后,每次我公司愿接受 5 万—10 万元人民币的违约金,并向贵公司提交改进和预防措施。

If Innoscience (Zhuhai, Suzhou) finds that the content of environmental management substances does not meet your company's "prohibited substances control standard" during irregular random sampling inspection of our products or parts, after confirmation, our company is willing to accept a penalty of RMB 50000-100000 each time, and submit improvement and preventive measures to your company.

(2) 对于我公司的产品或零部件已经在生产过程中转化为贵公司产品后,被贵公司检测出环境管理物质含量超标,经确认是我公司产品导致, 我公司愿承担全部责任。

After our products or parts have been transformed into your products in

the production process, the content of environmental management substances detected by your company exceeds the standard, which is confirmed to be caused by our products. Our company is willing to take responsibility.

(3) 当英诺赛科(珠海,苏州)的客户提出贵公司的产品或零部件环境管理物质含量超标的异议时,我公司愿意接受或配合调查,如经确认是由于我公司产品或零部件导致环境管理物质超标,我公司愿意承担因此而产生的全部经济赔偿(包括但不限于诉讼费、贵公司以及贵公司客户提出的赔偿费等其他费用)。

When customers of Innoscience (Zhuhai, Suzhou) raise an objection that the content of environmental management substances in your products or spare parts exceeds the standard, our company is willing to accept or cooperate with the investigation. If it is confirmed that the content of environmental management substances in our products or spare parts exceeds the standard, our company is willing to bear all the compensation (including but not limited to legal costs, your company's compensation and other expenses proposed by customers).

(4) 如我公司未按规定的时间提交英诺赛科(珠海,苏州)所要求的 RoHS 及有害物质控制相关资料,或提供虚假资料。如未对贵公司 造成任何影响,视情节我公司愿支付违约金 2000—10000 元;已经 对贵公司造成影响,我公司愿赔偿贵公司全部损失,并支付违约金 5 万元。

If our company fails to submit the RoHS and hazardous substance control information required by Innoscience (Zhuhai, Suzhou) within the specified time, or provide false information. If there is no impact on your company, we are willing to pay a penalty of RMB 2000-10000 depending on the circumstances; if there is impact on your company, we are willing to compensate you for all losses and pay a penalty of 50000 yuan.

(5) 我公司同意,如出现以上环保违规情况后,直至在此问题彻底解决前,英诺赛科(珠海,苏州)可以对我公司货款进行冻结。如确实是我公司责任,经我公司确认后,经济赔偿可以从我公司货款中直接扣除,也可以通过其他方式将赔偿款付给贵公司。

Our company agrees that in case of the above environmental violations, until the problem solved, Innoscience (Zhuhai, Suzhou) can freeze the payment for goods of the company. After confirmation the compensation can be directly deducted from the payment for goods of our company, or the compensation can be paid to your company in other ways if it's our company's responsibility.

(6) 我公司同意,英诺赛科(珠海,苏州)违约金确认信息单发出 15 日后(以 EMS 邮寄日期为准),如不给贵公司反馈信息,即视为同意支付违约金和经济赔偿。

Our company agrees that if we do not give you feedback information 15

days after the confirmation information sheet of liquidated damages of Innoscience (Zhuhai, Suzhou) is issued (subject to EMS mailing date), it will be deemed that we agree to pay liquidated damages and economic compensation.

(7) 如果我公司同贵公司因此而发生法律纠纷,则任何一方均有权向深 圳市有管辖权的人民法院提起诉讼。

If there is a legal dispute between the companies, either party has the right to bring a lawsuit to the people's Court of Shenzhen.

6. 本公司提供的相关环境管理物质的资料,保证真实可靠,如资料的可 靠性出现任

何问题,愿承担一切法律责任。

The information of environmental management materials provided by our company is true and reliable. If there is any problem in the reliability of the information, we are willing to bear all legal responsibilities.

7. 本承诺书一经签署,即发生法律效力,此前签署的承诺书继续有效, 如发生冲突时,以本承诺书为准。

Once signed, this letter of commitment shall have legal effect, and the previous signed letter of commitment shall remain valid. In case of conflict, this letter of commitment shall prevail.

供应商名称:

(加盖公司盖章)

环境管理物质代表签字:

签订日期:

Supplier name:

Signature of environmental management substance representative: Date: