

## Conditions of Purchase

### 1. Definitions

#### 1.1. Definitions

In these *Conditions*, unless otherwise indicated by the context:

**Associated Company** means in respect of an entity, any other entity which controls, is controlled by or under the control of the same controlling entity as that of such entity;

**Authority** means any:

- (a) government, government department or government agency;
- (b) governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) other person in charge of administration of a *Law*;

**Background IP Rights** means *IP Rights* of a *Party* or a third party which:

- (a) are already in existence prior to the date of this Contract; or
- (b) come into existence on or after the date of this Contract otherwise than in connection with this Contract;

**Business Day** means Monday through Friday (excluding public holidays in the jurisdiction where the *Work* is being carried out);

**Claim** means any demand, claim, action or legal proceeding of any nature:

- (a) arising out of or in relation to this Contract (including any direction by the *Purchaser* under it);
- (b) arising out of or in relation to the *Work*; or
- (c) arising otherwise at *Law* including:
  - (i) under statute or in equity;
  - (ii) in tort for negligence or otherwise (including negligent misrepresentation); and
  - (iii) for restitution (as a result of unjust enrichment or otherwise),

including any claim for an increase to the *Contract Price*, the payment of any money (including damages), an extension of time, or a change to a *Party's* obligations or rights;

**Code of Conduct** means the 'Code of Conduct for Yunex Suppliers and Third Party Intermediaries' set out in the Annexure to these *Conditions*;

**Conditions** means these conditions of purchase;

**Confidential Information** means all information regardless of form which is disclosed directly or indirectly by the *Disclosing Party* to the *Receiving Party* in connection with this Contract which is treated or designated as confidential by the *Disclosing Party* or which the *Receiving Party* ought to know is confidential and includes without limitation: (a) trade and business secrets; (b) information concerning customers, suppliers and *Associated Companies*; (c) product and pricing information; (d) samples, models and prototypes; (e) personal information (including information about the *Purchaser's Personnel*); and (f) all information, data and knowledge of a commercial, operational, marketing, business, technical or financial nature relating to the affairs of the *Disclosing Party* or their *Associated Companies*;

**Contract** means the contract between the *Purchaser* and the *Supplier* for the supply of the *Products* and/or the *Services* set out in one or multiple *Purchase Orders*, consisting of one or multiple *Purchase Orders*, these *Conditions*, special conditions and all documents which both *Parties* agree to form part of the *Contract*;

**Contract Price** means the amount(s) payable by the *Purchaser* for the *Work* as agreed by the *Parties* in writing;

**Date for Delivery** means the date by which a *Delivery* must be achieved as required under this *Contract* (as may be extended in accordance with this *Contract*);

**Date of Delivery** means the date upon which a *Delivery* is achieved;

**Date of Final Completion** means the date that *Final Completion* is achieved as confirmed in writing by the *Purchaser* under clause 15.15;

**Defect** means any defect, deficiency, fault, error or omission in any part of the *Products* or the *Services*, or any part of the *Products* or the *Services* which is not in accordance with the requirements of this *Contract*;

**Defects Liability Period** means a period of 18 months commencing upon the *Date of Delivery* of the entire *Work* (as may be extended in accordance with clause **Error! Reference source not found.**) or such other period as agreed between the *Parties* in writing;

**Delivery** means:

- (a) in respect of the *Products*, when the *Products* have been delivered to *Site* in accordance with the requirements of this *Contract* and all associated *Supplier's Documents* and other information required to be provided by the *Supplier* under this *Contract* have been received by the *Purchaser*; and
- (b) in respect of the *Services*, when the *Services* have been performed in accordance with the requirements of this *Contract* and all associated *Supplier's Documents* and other information required to be provided by the *Supplier* under this *Contract* have been received by the *Purchaser*;

**Disclosing Party** means the Party indirectly or directly disclosing its Confidential Information;

**Dispute** has the meaning given in clause 25;

**Final Completion** means when all *Defects Liability Periods* have expired and the *Purchaser* is satisfied that all of the *Supplier's* obligations under this *Contract* have been fulfilled;

## 采购条件

### 1. 定义

#### 1.1. 定义

在本条件中，除非上下文另有说明：

**关联公司**是指就某一实体而言，直接或间接地控制该实体、被该实体控制、或与该实体同属于一个控制人的任何其他实体；

**当局**是指任何：

- (a) 政府、政府部门或政府机构；
- (b) 政府、半政府或司法机构，包括法定法团；或
- (c) 负责执行法律的其他人；

**背景知识产权**是指缔约方或第三方的知识产权，而这些知识产权：

- (a) 在本合同日期之前已经存在；或
- (b) 在本合同日期当日或之后出现，但与本合同无关；

**工作日**是指星期一至星期五（不包括作业所在地的公共节假日）；

**索赔**是指任何性质的要求、索赔、诉讼或法律程序，且是：

- (a) 由本合同（包括买方根据本合同作出的任何指示）引起的或与本合同有关的；
- (b) 因作业引起或与之有关的；或
- (c) 在法律上引起的，包括：
  - (i) 根据法规或公平原则；
  - (ii) 疏忽或其他侵权行为（包括疏忽的虚假陈述）；以及
  - (iii) 恢复原状（由于不当得利或其他原因），

包括要求提高合同价格、支付任何款项（包括损害赔偿）、延长工期或减少一方的义务或权利；

**行为守则**是指本条件附件所载《Yunex 供应商和第三方中间商行为守则》；

**本条件**是指本采购条件；

**机密信息**是指披露方直接或间接向接收方披露的与本合同有关的、被披露方视为或指定为机密的或接收方理应知道是机密的所有信息，无论其形式如何，包括但不限于 (a) 贸易和商业秘密；(b) 有关客户、供应商和关联公司的信息；(c) 产品和定价信息；(d) 样品、模型和原型；(e) 个人信息（包括有关买方人员的信息）；以及 (f) 与披露方或其关联公司事务有关的所有商业、运营、营销、业务、技术或财务性质的信息、数据和知识；

**本合同**是指买方与供应商之间关于供应产品和/或服务的合同，由一份或多份采购订单、本条件、特殊条件以及双方同意构成合同一部分的所有文件组成的；

**合同价格**是指双方约定买方为作业支付的金额；

**计划交付日期**是指根据本合同要求必须实现作业交付的日期（可根据本合同延期）；

**实际交付之日**是指实际上实现作业交付的日期；

**实际最终完工之日**是指由买方根据第 15.15 条书面确认的最终完工的日期；

**缺陷**是指产品或服务的任何部分的任何瑕疵、不足、过失、错误或遗漏，或产品或服务中任何不符合本合同的要求的部分；

**缺陷责任期**是指自全部作业的实际交付之日起 18 个月的期限（此期限可根据第 15.10 条予以延长）或双方以书面形式商定的其他期限；

**作业交付**是指：

- (a) 就产品而言，当产品已按照本合同的要求交付至场地，且买方已本合同要求供应商提交的所有相关供应商文件和其他信息；及
- (b) 就服务而言，指服务已按照本合同的要求履行，且买方已收到本合同要求供应商提交的所有相关供应商文件和其他资料；

**披露方**指间接或直接披露其机密信息的一方；

**争端**具有第 25 条规定的含义；

**最终完工**是指所有缺陷责任期均已届满，且买方对供应商已履行本合同项下的所有义务表示满意；

**Force Majeure Event** means an exceptional event or circumstance which is beyond a Party's control including:

- (a) state, province or nation wide industrial disputes (which are not specific to that Party or that Party's employees, officers, agents and Subcontractors);
- (b) Acts of God, epidemics and natural disasters (excluding inclement weather that is usual for that time of year);
- (c) war, civil unrest, terrorism; and
- (d) delays or disruption by Authorities,

provided that such events are unforeseeable, unavoidable and will prevent or delay the performance of a Party's obligations under this Contract;

**Foreign Trade Regulations** means import and export control, customs and foreign trade regulations;

**GS1 Identification Standard** means the Identification of Components and Parts in the Rail Industry - Application Standard as issued by GS1 AISBL from time to time;

**Hazardous Substance** means any dangerous goods or hazardous substance;

**Incoterms Rule** means a rule under Incoterms® 2020 published by the International Chamber of Commerce;

**IP Rights** means all intellectual property and industrial rights of any description including without limitation all rights conferred by statute, common law or equity (whether or not registered or registrable and including all applications for registration) in relation to inventions (including patents), trade marks, trade and business names, designs, copyright, circuit layout rights, trade secrets, know-how, moral rights and confidential information and all other rights of a proprietary nature created in any part of the world as a result of intellectual activity in the industrial, scientific, literary and artistic fields;

**Key Supplier Personnel** has the meaning given to in in clause 16.1;

**Latent Defect** means any Defect which could not reasonably have been detected prior to the expiry of the Defects Liability Period;

**Law** means any applicable:

- (a) statutes, rules, regulations, by-laws, orders, codes, standards, ordinances and proclamations of the jurisdiction where the Work is being carried out;
- (b) principles of common law and equity;
- (c) authorisations and requirements of Authorities or organisations having jurisdiction where the Work is being carried out; and
- (d) fees, charges, taxes, tariffs and duties payable in connection with the foregoing;

**Loss** means any cost, expense, liability, loss or damage, and in relation to a Claim, Loss includes amounts payable on the Claim and (whether or not the Claim is successful), legal costs and disbursements on a full indemnity basis;

**Notice** has the meaning given to it in clause 31.1;

**Notice of Dispute** has the meaning given in clause 25;

**Open Source Software** means computer software that is released under a license in which the copyright holder grants users the rights to use, study, change, and distribute the software and its source code to anyone and for any purpose;

**Party** means the Purchaser or the Supplier and "Parties" means both of them;

**Personnel** means the employees, officers, agents and Subcontractors of a Party;

**Policies** means the Purchaser' written guidelines, policies, principles, procedures, requirements and rules including the Purchaser' or third party customer induction policies and Site policies which will be presented or made available to the Supplier upon written request to the Purchaser;

**Privacy Laws** means the Personal Information Protection Act and any other Laws relating to the collection, use, storage or granting of access rights to personal information;

**Products** means the whole or any part of the goods supplied or to be supplied by the Supplier under this Contract including those which is the output of any Services to be provided by the Supplier;

**Purchase Order** means the document titled 'Purchase Order' in or to which these Conditions are referred or attached and which is deemed to incorporate the terms of these Conditions;

**Purchaser** means Yutrafic Technology (Beijing) Co., Ltd. (Unified Social Credit Code: 91110105MA029W005K) of Unit 012, Floor 3, Building #7, 7 Wangjing Zhonghuannan Road, Chaoyang District, Beijing;

**Purchaser's Material** has the meaning given to it in clause 18.1;

**Purchaser's Representative** means the person nominated as such by the Purchaser, details of whom are specified in this Contract or notified by the Purchaser to the Supplier in writing from time to time;

**Receiving Party** means the Party receiving the Confidential Information of the Disclosing Party.

**Security** means security of the type referred to in clause 9.1;

**Security Interest** means any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind and includes:

- (a) anything which gives a creditor priority to other creditors with respect to any asset; and
- (b) retention of title other than in the ordinary course of day to day trading and a deposit of money by way of security;

**不可抗力事件**是指超出一方控制范围的特殊事件或情形, 包括:

- (a) 全州、全省或全国范围内的劳资纠纷 (非该方或该方的雇员、高级职员、代理人和分包商所特有的劳资纠纷);
- (b) 天灾、流行病和自然灾害 (不包括一年中通常出现的恶劣天气);
- (c) 战争、内乱、恐怖主义; 以及
- (d) 当局的延误或混乱。

只要这些事件是不可预见、不可避免的, 并将阻止或延迟一方履行本合同项下的义务;

**外贸法规**是指进出口管制、海关和外贸法规;

**GS1 识别标准**是指由 GS1 AISBL 不时发布的《铁路行业部件和零件识别 - 应用标准》;

**有害物质**指任何危险货物或有害物质;

**国际贸易术语**是指根据国际商会发布的《国际贸易术语解释通则 2020》解释的贸易术语;

**知识产权**指任何种类的所有知识产权和工业权利, 包括但不限于法规、普通法或根据公平原则规定的与发明 (包括专利)、商标、商业和企业名称、设计、版权、电路布局权、商业秘密、专有技术、精神权利和机密信息有关的所有权利 (无论是否注册或可注册, 包括所有注册申请), 以及在世界任何地方因工业、科学、文学和艺术领域的智力活动而产生的所有其他专有性质的权利;

**供应商关键人员**具有第 16.1 条所规定的含义。

**潜在缺陷**是指在缺陷责任期到期之前无法合理发现的任何缺陷;

**法律**是指任何适用的:

- (a) 实施作业所在地司法管辖区的法规、规则、条例、细则、命令、规范、标准、法令和公告;
- (b) 普通法和公平原则;
- (c) 实施作业所在地有管辖权的当局或组织的授权和要求; 以及
- (d) 与上述有关的应付费用、收费、税收、关税和关税;

**损失**是指任何成本、费用、责任、损失或损害, 而就索赔而言损失包括因索赔而应支付的金额以及 (无论索赔是否成功) 在全额赔偿基础上的法律费用和支出;

**通知**具有第 31.1 条所规定的含义;

**争端通知**具有第 25 条规定的含义;

**开放源代码软件**是指根据许可证发布的计算机软件, 在该许可证中, 版权持有者授予用户使用、研究、更改和向任何人分发软件及其源代码的权利, 并可用于任何目的;

"一方"指买方或供应商, "双方"指买方和供应商;

**人员**指一方的雇员、高级职员、代理人和分包商;

**规章制度**是指买方的书面指引、政策、原则、程序、要求和规则, 包括买方或第三方客户的上岗制度和场地管理制度, 该等制度将在供应商向买方提出书面请求时提交或提供给供应商;

**隐私保护法律**是指《个人信息保护法》以及与个人信息的收集、使用、存储或访问权的授予有关的任何其他法律;

**产品**是指由供应商根据本合同提供或将要提供的全部或任何部分的货物, 包括由供应商提供的任何服务所产生的;

**采购订单**是指在题为 "采购订单" 的文件, 该文件提及或附带本条件, 并被视作包含了本条件的条款;

买方指予途交通科技 (北京) 有限公司 (统一社会信用代码: 91110105MA029W005K), 注册地址为北京市朝阳区望京中环南路 7 号 7 号楼 3 层 012 室;

**买方材料**具有第 18.1 条所规定的含义;

**买方代表**是指由买方提名作为其代表的个人, 其详细资料在本合同中列明或由买方不时以书面形式通知供应商;

**接收方**指接收披露方机密信息的一方。

**担保**具有第 9.1 条所规定的含义;

**担保权益**指任何抵押、质押、留置权或押记或任何担保或任何种类的优先权益或安排, 包括:

- (a) 就任何资产而言, 规定债权人优先于其他债权人的任何权利; 及
- (b) 保留所有权, 但在日常交易的正常过程中保留所有权和以担保方式存入款项除外;

**Serial Defect** means a *Defect* that occurs in at least 20% of the same model of *Products* supplied by the *Supplier* if the cause of such *Defect* is the same or similar;

**Services** means the whole or any part of the services provided or to be provided by the *Supplier* under this *Contract*;

**Site** means the site of the *Purchaser* or third party to which *Products* are to be delivered or at which *Services* are to be performed (but excludes the *Supplier's Facilities*);

**Subcontractor** means a contractor, subcontractor, consultant or supplier of a *Party*;

**Supplier** means the person or other entity named in the *Purchase Order* as the supplier or vendor of the *Products* and/or the *Services*;

**Supplier's Conditions** means the terms and conditions for supply of its products and/or services contained in or referred to in any documents provided by the *Supplier*.

**Supplier's Facilities** means the *Supplier's* sites used for manufacturing, storage or otherwise in connection with the *Work*;

**Supplier's Documents** means all drawings, calculations, technical information, samples, specifications, test reports, software, operating and maintenance manuals and other technical information and particulars submitted (or to be submitted) by the *Supplier* to the *Purchaser*, regardless of the form in which it is made available and irrespective of the medium in which it is embedded;

**Supplier's Representative** means the person nominated as such by *Supplier* pursuant to clause 3(o) or any other person nominated in writing by the *Supplier* as a replacement details of whom are notified to the *Purchaser's Representative*; and

**VAT** means the Value Add Tax as defined in the Interim Regulations on Value Add Tax;

**VAT Law** means the Interim Regulations on Value Add Tax and any associated acts and legislative instruments;

**Work** means the supply of the *Products* and *Services* and the associated work, or any part thereof; and

**Work Programme** means the programme for the execution of the *Work* showing the dates by which, or the times within which, any milestones, stages or portions of the *Work* are to be carried out or completed, and (where possible) including a critical path analysis which indicated the sequence of activities which constitute the critical path;

**系统缺陷**是指由供应商提供的同型号产品中至少 20%出现的缺陷,且造成该缺陷的原因相同或相似;

**服务**是指供应商根据本合同提供或将要提供的全部或任何部分的服务;

**场地**指买方或第三方交付产品或提供服务的场所 (但不包括供应商设施);

**分包商**是指一方的承包商、分包商、顾问或供应商;

**供应商**是指采购订单中指定为产品和/或服务供应方或卖方的人或其他实体;

**供应商条件**是指供应商提供的任何文件中包含或提及的供应和/或服务的条款和条件。

**供应商设施**是指供应商用于生产、储存或其他用途的与作业有关的场所;

**供应商文件**是指由供应商向买方提交 (或将要提交) 的所有图纸、计算、技术信息、样品、规格、测试报告、软件、操作和维护手册以及其他技术信息和细节, 无论其提供的形式如何, 也无论其嵌入的媒介如何;

**供应商代表**是指由供应商根据第 3(o)条提名为其代表的人, 或由供应商书面提名作为替代的任何其他人, 其详细资料已通知买方代表; 及

**增值税**是指《增值税暂行条例》中所称的增值税;

**增值税法**是指《增值税暂行条例》及相关的法律法规;

**作业**是指提供产品和服务及与之相关的工作; 和

**作业计划进度表**是指执行作业的进度表, 该进度表明将要执行或完成作业的任何里程碑、阶段或部分的日期或时间, 且 (如可能) 包括关键线路分析以显示构成关键线路的有关活动的顺序。

## 1.2. Interpretation

In these *Conditions*, unless otherwise agreed by the *Parties* or required by the context:

- a reference to this *Contract* or any other document or agreement includes any variation, replacement or novation of them;
- the use of the word "includes" or "including" shall be interpreted to mean "includes without limitation" or "including without limitation";
- headings are for ease of reference only and do not affect interpretation;
- the singular includes the plural and vice versa;
- a gender includes all genders;
- a reference to "¥" or "yuan" is to Renminbi yuan;
- a reference to a party to this *Contract* or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives);
- a person includes a body corporate;
- where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- a reference to all or any part of a *Law* includes that *Law* as amended, consolidated, re-enacted or replaced from time to time;
- a reference to conduct includes an omission, statement or undertaking, whether or not in writing;
- provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
- references to clauses and schedules are to clauses in and schedules to this *Contract*; and
- references to "day", "month" or "year" shall mean a calendar day and a calendar year respectively.
- in case of any discrepancy between the Chinese and English versions of these *Conditions*, the Chinese version prevails.

## 2. Acceptance of Purchase Order

2.1. A *Purchase Order* placed by the *Purchaser* shall only be considered accepted if the Seller has confirmed acceptance of the *Purchase Order* in writing within 5 days of receipt of the *Purchase Order* or any other timeline set out or agreed upon by the *Purchaser*. If the *Supplier* commences *Work* and informs the *Purchaser* accordingly the *Supplier* shall be deemed to have accepted the *Purchase Order* notwithstanding any failure to provide written acceptance unless the *Purchaser* has, within 30 days after issuance of the *Purchase Order*, cancelled the *Purchase Order* in the absence of written acceptance by the *Supplier*. A *Purchase Order* may be modified or cancelled by the *Purchaser* at any time prior to its receipt of the written acceptance of the *Purchase Order* by the *Supplier*.

2.2. Upon acceptance of the *Purchase Order*, the *Supplier* will be bound to supply the ordered *Products* and/or *Services* in accordance with the requirements of this *Contract*. If the quantities of the ordered *Products* and/or *Services* are not set out in the *Purchase Order*, the *Purchaser* may subsequently advise the *Supplier* of the quantities.

## 1.2. 解释

在本条件中, 除非双方另有约定或上下文另有要求, 否则:

- 凡提及本合同或任何其他文件或协议, 均包括对其的任何变更、替换或转让;
- 使用 "包括" 一词应解释为 "包括但不限于";
- 标题仅为便于参考, 不影响解释;
- 单数包括复数, 反之亦然;
- 性别包括所有性别;
- 凡提述 "¥" 或 "元", 即指人民币元;
- 凡提及本合同或其他协议或文件的一方, 均包括该方的继承人、允许的替代人和允许的受让人 (如适用, 还包括一方的法定代表人);
- 人包括法人团体;
- 如对某词或词组有定义, 该词或词组的其他语篇和语法形式应具有相应的含义;
- 凡提及某项法律的全部或任何部分, 均包括不时修订、合并、重新制定或取代的该法律;
- 凡提及行为, 包括但不限于不作为、声明或承诺, 不论是否以书面作出;
- 包括 "同意"、"已同意" 或 "协议" 在内的条款要求以书面形式记录该等协议;
- 凡提及条款和附表, 均指本合同的条款和附表; 以及
- (凡提及 "日"、"月" 或 "年", 应分别指日历年和日历年。
- 如本条件的中英文版本之间有任何歧义, 应以中文版本为准。

## 2. 接受采购订单

2.1. 只有当卖方在收到采购订单后 5 天内或买方设定或同意的任何其他时限内以书面形式确认接受采购订单时, 买方下达的采购订单才视为已被接受。除非买方在发出采购订单后 30 天内向卖方未书面接受的情况下取消采购订单, 否则如果卖方开始作业, 则应视为卖方已接受采购订单。在买方收到供应商对采购订单的书面接受之前, 买方可随时修改或取消采购订单。

2.2. 采购订单一经接受, 供应商即有义务按照本合同的要求提供所订购的产品和/或服务。如果产品和/或服务的订购数量未在采购订单中列明, 买方可随后将数量告知供应商。

2.3. The *Supplier* shall inspect each *Purchase Order* and all associated documents provided by the *Purchaser* to the *Supplier* and shall immediately request clarification from the *Purchaser* if anything is unclear or if any information appears to be ambiguous, inadequate or missing.

### 3. Supplier's General Obligations and Warranties

Without limiting any other obligation of the *Supplier* under this *Contract*, the *Supplier*:

- (a) shall ensure that the *Products* and *Services* comply with and are completed in accordance with all requirements set out or referred to in this *Contract* (including all specifications);
- (b) shall be responsible for any discrepancies, errors or omissions in the *Supplier's Documents* and shall carefully check information of any kind provided to it by the *Purchaser*;
- (c) shall comply with all *Privacy Laws*;
- (d) shall comply with all packaging, marking and labelling requirements of the *Purchaser* that are communicated to the *Supplier* (whereby the *Supplier* acknowledges that changes to the packaging, marking and labelling requirements may be made by the *Purchaser* as required by Law or to meet the *Purchaser's* reasonable requirements such as to prevent the *Products* from being damaged in transit, to meet its customer requirements or to minimise harm to the environment);
- (e) shall ensure that it and its *Personnel* comply with all *Laws* including:
  - (i) any applicable anti-corruption and anti-bribery *Laws*, anti-money laundering *Laws* and the relevant criminal *Laws*;
  - (ii) taxation *Laws*;
  - (iii) *Laws* relating to employees including those governing freedom of association; employment conditions, remuneration and entitlements; minimum working age; equal opportunity and discrimination;
  - (iv) competition *Laws* including the Anti Unfair Competition Act;
  - (v) *Laws* governing occupational health and safety and environmental protection; and prohibited imports (including asbestos); and
  - (vi) road and transport *Laws*;
- (f) must at all times co-operate with the *Purchaser* and the *Purchaser's Personnel* (including the *Purchaser's* other *Subcontractors*) in order to allow, and not to disrupt, the proper performance of the *Work*;
- (g) shall ensure that if the *Supplier* is required to provide the *Purchaser* with any *Supplier's Documents* under this *Contract*, the *Purchaser* is given ownership of such *Supplier's Documents* or the *Purchaser* is granted a perpetual, transferable and royalty-free licence to use, duplicate and alter the *Supplier's Documents* (and associated technical data) to meet the *Purchaser's* requirements;
- (h) shall ensure that it has not relied upon information provided by or on behalf of the *Purchaser* without independently verifying that information and satisfying itself of the accuracy, adequacy and correctness of that information;
- (i) shall ensure that in carrying out the *Work*, the *Supplier* exercises the degree of skill, diligence and prudence which would reasonably be expected from a skilled and experienced *Supplier* engaged in the same type of work under the same or similar circumstances;
- (j) shall not change the *Supplier's Facilities* unless agreed in writing by the *Purchaser* acting reasonably;
- (k) if requested to do so, the *Supplier* shall:
  - (i) support the *Purchaser's* e-business strategies, including electronic procurement activities, data management, performance monitoring, electronic order processing and other process optimization measures; and
  - (ii) perform the registration and qualification process with the *Purchaser's* supplier online platform, keep its registration details up to date and remain so qualified while it has obligations under this *Contract*;
- (l) shall at its own costs, obtain all the permits, approvals and authorization as required for the performance of the *Work*, and pay all the taxes which are related to the *Work*;
- (m) warrants, without limiting any other provisions of this *Contract*, that:
  - (i) all *Products* will:
    - (1) be new, of merchantable quality, and be fit for their intended purpose;
    - (2) provide the full functionality and performance claimed for the *Products*;
    - (3) be free from *Defects*;
    - (4) comply with all requirements of this *Contract* including the specifications and with generally accepted engineering, manufacturing and industry standards;
    - (5) not contain any type of asbestos; and
    - (6) in the case of software and hardware, when in operation calculate dates correctly for the period of the useful life of the *Products*;
  - (ii) the *Supplier* has independently examined and verified all information made available by the *Purchaser* to the *Supplier* and has considered and evaluated all other information and matters relevant to the risks, contingencies and other circumstances relating to the *Work* (including the *Site* and all requirements relevant to the *Work*) and is satisfied that the *Contract Price* includes due allowance for all such matters and things necessary for the proper performance and completion of the *Work* and for fulfilling all of the *Supplier's* obligations under this *Contract*, and

2.3. 供应商应查验 买方提供给 供应商的每份 采购订单及所有相关文件，如有任何不明确之处或任何信息似乎含糊不清、不充分或遗漏，应立即要求 买方予以澄清。

### 3. 供应商的一般义务和保证

在不限制本合同项下 供应商任何其他义务的前提下， 供应商：

- (a) 应确保 产品和服务符合本合同所列或提及的所有要求（包括所有规格），并按照该等要求完成；
- (b) 应对 供应商向 买方提供的 供应商文件中的任何差异、错误或遗漏负责，并应仔细查验 买方向其提供的任何类型的信息；
- (c) 应遵守所有 隐私保护法律；
- (d) 应遵守 买方通知 供应商的所有包装、标记和标签要求（ 供应商确认， 买方可根据 法律要求或为满足 买方的合理要求，如防止 产品在运输途中损坏、满足其客户的要求或尽量减少对环境的损害，而对包装、标记和标签要求作出变更）；
- (e) 应确保其本人及其 人员遵守所有 法律，包括：
  - (i) 任何适用的反腐败和反贿赂的 法律、反洗钱的 法律和 相关刑事 法律；
  - (ii) 税务 法律；
  - (iii) 有关雇员的 法律，包括有关结社自由、就业条件、薪酬和权益、最低工作年龄、平等机会和歧视的 法律；
  - (iv) 反不正当竞争 法律，包括《反不正当竞争法》；
  - (v) 规管职业健康和 安全、环境保护，以及禁止进口物品（包括石棉）的 法律；以及
  - (vi) 道路和运输 法律；
- (f) 必须在任何时候与 买方及 买方 人员（包括 买方的其他 分包商）合作，以适当实施而不致扰乱 作业；
- (g) 应确保如果 供应商根据本合同需要向 买方提供任何 供应商文件， 买方将获得该等 供应商文件的所有权，或 买方获得永久的、可转让的和免版权费的许可，以使用、复制和修改该等 供应商文件（及相关技术数据）以满足 买方的要求；
- (h) 应确保其在未独立核实 买方向 代表 买方提供的信息并确信该信息的准确性、充分性和正确性的情况下，不依赖该信息；
- (i) 应确保在进行 作业时， 供应商的技能、勤勉和谨慎程度达到在相同或类似情况下从事同类工作的有技能、有经验的 供应商应有的水平；
- (j) 除非经 买方合理行事下作出的书面同意，否则不得改变 供应商 设施；
- (k) 如经要求， 供应商应：
  - (i) 支持 买方的 电子商务战略，包括 电子采购活动、数据管理、性能监控、 电子订单处理和其他流程优化措施；以及
  - (ii) 在 买方的 供应商在线平台上进行注册和资格认证，更新其注册信息，并在履行本合同项下的义务时保持该资格；
- (l) 应自费获得实施 作业所需的所有许可、批准和授权，并支付与 作业相关的所有税款；
- (m) 在不限制本合同任何其他规定的前提下，保证：
  - (i) 所有 产品将：
    - (1) 是全新的，具有适销质量，并适合其预期用途；
    - (2) 提供所声称的 产品的全部功能和性能；
    - (3) 无缺陷；
    - (4) 符合本合同的所有要求，包括规格和公认的 工程、制造和行业标准；
    - (5) 不含任何类型的石棉；及
    - (6) 就软件和硬件而言，在运行时正确计算 产品使用寿命期间的日期；
  - (ii) 供应商已独立地查验并核实 买方向 供应商提供的所有信息，并已考虑和评估了与 作业相关的风险、突发事件和其他情况有关的所有其他信息和事项（包括 场地及与 作业有关的所有要求），并确信 合同价格已适当考虑了为适当履行和完成 作业以及履行本合同项下 供应商的所有义务所需的所有该等 事项和事项；且

(iii) the *Supplier* has fully checked and clarified the requirements of this *Contract* and will not request any adjustment to the *Contract Price* or any extension of time arising out of any errors, omissions, ambiguities or discrepancies in respect of this *Contract*;

- (n) represents and warrants that it did not and shall not either directly or indirectly provide to any officer, employee or agent of the *Purchaser* any benefit which might reasonably be construed as an inducement for such person to show favour to the *Supplier*;
- (o) shall ensure that at all times a *Supplier's Representative* is appointed by the *Supplier* who is authorised to represent and bind the *Supplier* in all matters relating to this *Contract*. The *Supplier* shall ensure that the *Purchaser's Representative* is provided at all times with the current contact details for the *Supplier's Representative*. The *Supplier* shall not change the *Supplier's Representative* without giving prior written notice to the *Purchaser*. All matters notified by the *Purchaser* to the *Supplier's Representative* or otherwise within the knowledge of the *Supplier's Representative* will be deemed to have been notified to the *Supplier* and within the *Supplier's* knowledge. The *Supplier's Representative* shall promptly respond to requests and queries of the *Purchaser's Representative* and shall meet and liaise with the *Purchaser's Representative* at such times and intervals as deemed necessary by the *Purchaser*. Nothing in this clause shall prevent the *Purchaser* from giving notices, instructions or other correspondence with any person(s) which the *Purchaser* may reasonably consider to have authority to receive such notices, instructions or correspondence on behalf of the *Supplier*;
- (p) shall provide satisfactory evidence to the *Purchaser* upon request of the *Supplier's* compliance with any obligations under this *Contract*; and
- (q) shall provide the *Purchaser* with all necessary information to enable the *Purchaser* to answer any enquiries made by the Authorities in relation to this *Contract*.

#### 4. Site and Access

If this *Contract* requires the *Supplier* to perform any *Work* on *Site*:

- (a) the *Supplier* is responsible for inspecting the *Site* and surrounding areas where the *Work* will be performed and for ensuring that it is familiar with all *Site* conditions, including access, soil and subsoil conditions, asbestos and all other *Site* conditions relevant to the performance of the *Work* (including all applicable *Laws*) and for making all reasonable enquiries and investigations that may affect the cost and expense of performing the *Services*;
- (b) the *Supplier* shall access to the *Site* only at agreed times;
- (c) the *Supplier's Personnel* shall attend all required *Site* induction sessions before commencement of work on any *Site* and the *Supplier* shall comply with and shall ensure that when on *Site*, the *Supplier's Personnel* comply with all *Policies* and *Laws* applicable to the *Site*;
- (d) unless otherwise agreed by both *Parties* in writing the *Supplier* shall provide at its expense all facilities, constructional plant and other amenities as may be required for the performance of the *Works* at the *Site*;
- (e) the *Supplier* shall, at all time, keep the *Site* free from accumulations of waste materials or rubbish created in the process of carrying out any work and upon the completion of the work, immediately remove its tools, equipment, scaffold and remaining materials, and ensure the *Site* is cleaned up before it leaves; and
- (f) the *Supplier* acknowledges and agrees that there may be other contractors on or around the *Site* and it may not be given exclusive access to the *Site* and agrees that the *Contract Price* includes all of the *Supplier's* costs and expenses associated with managing the *Supplier's* interface and co-ordination of the *Works* with the works of such other contractors.

#### 5. Delivery of Products

- 5.1. The *Supplier* shall deliver the *Products* in accordance with the relevant *Incoterms Rule* specified in this *Contract*, or, if no *Incoterms Rule* are so specified, without additional charge to the *Purchaser*, DDP to the *Site* for delivery stated in this *Contract* with insurance for the *Products* to be effected by the *Supplier*, by the *Date for Delivery*. The *Purchaser* may instruct to postpone delivery of *Products* and the *Supplier* shall comply with any such instruction.
- 5.2. Without limiting any other provision of this *Contract* or any *Law*, the *Supplier* shall ensure that, in delivering the *Products* and when using vehicles, machinery and equipment in connection with the *Work*, the *Supplier* and its *Personnel* shall:
  - (a) comply with all mass, dimension and load restraint requirements for vehicles and the carriage of goods;
  - (b) comply with all driving hours, speed and traffic requirements;
  - (c) comply with all relevant requirements in relation to container weight declarations;
  - (d) manage all transport and journey documentation, including consignment notes, declarations, manifests and log books;
  - (e) provide the *Purchaser*, upon request, with all information and documentation reasonably required by the *Purchaser* (or a relevant *Authority*) to monitor or audit compliance with this clause (including permitting inspections of transport and journey documentation and vehicles);
  - (f) notify the *Purchaser* upon becoming aware of any breach by the *Supplier* or its *Personnel* of this clause;
  - (g) be responsible for the safe transportation of the *Products* and any equipment necessary for performance of the *Work* to, from and on the *Site* in accordance with the *Work Programme*;
  - (h) investigate the route for transport of the *Products* and be responsible for any extra works in relation to the roads that are necessary to ensure the suitability of the route;

(iii) 供应商已全面查验和澄清本合同的要求，且不会因本合同的任何错误、遗漏、歧义或差异而要求对合同价格进行任何调整或要求任何延期；

- (n) 声明并保证，其没有且不得直接或间接向买方的任何高级职员、雇员或代理人提供任何可被合理解释为诱使该等人士偏袒供应商的利益；及
- (o) 应确保在任何时候由供应商指定一名供应商代表，其有权在与本合同有关的所有事项上代表供应商并对其具有约束力。供应商应确保买方代表随时获得供应商代表的最新联系方式。在未事先书面通知买方的情况下，供应商不得更换供应商代表。买方通知供应商代表的所有事项或供应商代表知悉的其他事项，均视为已通知供应商并为供应商所知悉。供应商代表应及时回应买方代表的要求和询问，并应在买方认为必要的时间和间隔与买方代表会面 and 联络。本条款的任何规定不妨碍买方向买方合理地认为有权代表供应商接收通知、指示或其他函件的任何人发出通知、指示或其他函件。
- (p) 应按买方要求向买方提供其遵守本合同下任何义务的令人满意的证据。
- (q) 应向买方提供一切必要信息，以便买方能够回答政府当局与本合同有关的任何查询。

#### 4. 场地和进出

如果本合同要求供应商在场地实施作业，则：

- (a) 供应商有责任检查场地及周边区域，有责任确保其熟悉所有场地条件，包括出入、土壤和底土条件、石棉以及与设计相关的所有其他场地条件（包括所有适用法律），并有责任进行所有可能影响实施服务的成本和费用的合理查询和调查；
- (b) 供应商只在约定时间进入场地；
- (c) 供应商人员应在任何场地开始工作前参加所有必要的岗前培训，供应商应遵守并确保其人员在场地时遵守适用于场地的所有规章制度和法律；
- (d) 除非双方另有书面约定，否则供应商应自费提供在场地进行作业可能需要的所有设施、建筑设备和其他便利设施；
- (e) 供应商应在任何时候保持场地没有在施工过程中产生的废料或垃圾堆积，并在任何工作完成后立即清除其工具、设备、脚手架和剩余材料，并确保在其离开前清理场地；以及
- (f) 供应商承认并同意，场地上或周围可能有其他承包商，供应商可能无法独家占用场地，并同意合同价格包括供应商管理作业与其他承包商工程的衔接和协调的所有相关成本和费用。

#### 5. 产品交付

- 5.1. 供应商应当按照本合同指定的相关国际贸易术语交付产品，或者，如果未指定国际贸易术语，则在不向买方收取额外费用的情况下，在计划交付日期前将产品以 DDP 方式交付至本合同指定的场地，并由供应商为产品办理保险。买方可以指示推迟产品的交付，供应商应遵守任何该等指示。
- 5.2. 在不限制本合同或任何法律的任何其他规定的前提下，供应商应确保在交付产品以及在使用与作业有关的车辆、机械和设备时，供应商及其人员应：
  - (a) 遵守车辆和货物运输的所有数量、尺寸和载重限制要求；
  - (b) 遵守所有驾驶时间、速度和交通要求；
  - (c) 遵守集装箱重量申报的所有相关要求；
  - (d) 管理所有运输和行程文件，包括托运单、申报单、舱单和行驶日志；
  - (e) 应要求向买方提供买方（或有关当局）为监督或审计本条款的遵守情况而合理要求的一切资料 and 文件（包括允许对运输和行程文件及车辆进行检查）；
  - (f) 在知悉供应商或其人员有任何违反本条款的行为时通知买方；
  - (g) 负责按照作业计划进度表将产品和履行作业所需的任何设备安全运往、运出场地及在场地内运输；
  - (h) 调查产品的运输路线，并负责与道路有关的任何必要的增加工程，以确保运输路线的适宜性；

- (i) obtain any necessary permits relating to the movement of its loads to, from and on the *Site*;
- (j) comply with all regulations regarding traffic, transit or access of labour, goods, equipment and materials, to, from and on the *Site* and must also comply with all *Laws* applicable to the use of existing public and private roads;
- (k) develop a detailed traffic management and transportation plan for the *Work*, and produce a copy upon request to the *Purchaser*;
- (l) ensure that the *Supplier* and the *Supplier's Personnel* exercise due care in using the transport routes so as not to cause damage to any of the roads or bridges;
- (m) ensure that:
- (i) appropriate vehicles, machinery and equipment are available to transport the *Products* and that such vehicles, machinery and equipment are in good working and maintained condition; comply with all *Laws*; have been inspected and passed as ready and safe for operation in accordance with such *Laws*; are suitable for the *Work* and meet all requirements of this *Contract*; are equipped with sufficient means for securing and protecting the *Products* and are equipped with fully operational communication systems;
- (ii) operators and drivers are available at all times necessary to operate vehicles, machinery and equipment in order to support the proper sequence, performance and completion of the *Work*; and
- (iii) all operators and drivers are capable, experienced, sufficiently qualified, certified and suitable to perform the *Work* in accordance with the *Law* and are trained in occupational health and safety and instructed to stop *Work* whenever they consider it likely that the *Work* does not comply with occupational health, safety or environmental regulations and to inform the *Purchaser* accordingly; and
- (n) if any part of the transportation is carried out by the *Purchaser*, advise the *Purchaser* in advance of the requirements of the vehicles, machinery and equipment for transportation of the *Products*.
- 5.3. The *Supplier* shall bear all the risk of delays including waiting time during transportation unless such delay is caused by the *Purchaser*.
- 5.4. The *Supplier* shall ensure that prior to the delivery or use of *Hazardous Substance*, the *Supplier*:
- (a) applies appropriate labelling;
- (b) provides the *Purchaser* with a copy of the current Material Safety Data Sheet for such *Hazardous Substance* that complies with the relevant regulations; and
- (c) provides the *Purchaser* with a completed risk assessment, if the *Work* includes the use of such *Hazardous Substances*.
- 5.5. Unless otherwise agreed between the *Parties* in writing the *Supplier* shall ensure that all *Products* are adequately insured, packaged and protected, loaded and transported to ensure safe delivery to the *Site* by the *Date for Delivery*.
- 5.6. The *Supplier* shall ensure that *Products* are accompanied by the requisite delivery documents (including any shipping and customs documents) at no additional cost to the *Purchaser* and that a delivery note excluding the price is supplied with each delivery and shall provide the *Purchaser* with copies of all transport related permits and any other transport documents promptly upon request or at the times set out in this *Contract*.
- 5.7. *Delivery* notes must include all information requested by the *Purchaser* and the *Supplier* must obtain the signature of an authorised representative of the *Purchaser* on the delivery note evidencing goods receipt. The signing of the delivery note or the passing of title to the *Purchaser* will not constitute approval by the *Purchaser* of the *Supplier's* performance of its obligations, nor be taken as an admission or evidence that any of the *Products* comply with the requirements of this *Contract* nor prejudice any rights of the *Purchaser* in any way.
- 5.8. Partial, advance, excess or short deliveries may only be made with the prior written consent of the *Purchaser's Representative*.
- 5.9. The *Supplier* must ensure that all *Products* supplied to the *Purchaser* in accordance with this *Contract* have been marked, identified and barcode in accordance with *GS1 Identification Standard* and applicable legislations and any marking, identifiers or barcode applied to the *Products* are:
- (a) of the direct marking type, as provided in clause 3.5 of the *GS1 Identification Standard*;
- (b) of a reasonable durable quality so that it is capable of withstanding frequent exposure to weather and reasonable wear and tear; and
- (c) attached securely to the *Products*.
- 6. Title, Property and Risk**
- 6.1. Unless otherwise agreed between the *Parties*, title to and property in the *Products* passes to the *Purchaser* upon payment or delivery, whichever occurs first. Risk in the *Products* shall pass to the *Purchaser* based on the relevant *Incoterms Rule* specified in this *Contract* (or if no *Incoterms Rule* is so specified, upon delivery of the *Products* to the nominated *Site* for delivery specified in this *Contract*).
- 6.2. For each *Product*, the *Supplier* warrants that at the time of delivery of the *Product* to *Site*:
- (a) the *Supplier* has complete ownership of the *Product* free of any liens, charges, *Security Interests* and encumbrances and provides the *Product* to the *Purchaser* on that basis; and
- (b) the *Purchaser* is entitled to clear, complete and quiet possession of the *Product*.
- 7. Import and Export Control and Foreign Trade Regulations**
- (i) 取得与货物进出场地及在场地内移动有关的任何必要的许可证;
- (j) 遵守所有关于劳工、货物、设备和材料进出场地和在场地内的交通、经过或进出的规定, 还必须遵守所有适用于使用现有公共和私人道路的法律;
- (k) 为作业制定详细的交通管理和运输计划, 并应买方要求提供副本;
- (l) 确保供应商及供应商人员在使用运输路线时保持应有的谨慎, 以避免对任何道路或桥梁造成损害;
- (m) 确保:
- (i) 有适当的车辆、机械和设备运输产品, 且这些车辆、机械和设备处于良好的工作和维护状态; 符合所有法律; 已根据这些法律经过检查并通过了准备就绪和安全运行的检验; 适合于作业并符合本合同的所有要求; 配备有足够的固定和保护产品的手段, 并配备有全面运行的通信系统;
- (ii) 操作员和驾驶员在任何必要的时候都有时间操作车辆、机械和设备, 以支持作业的正常顺序、进行和完成; 以及
- (iii) 所有操作员和驾驶员都有能力、有经验、有足够的资格、有证书并适合根据法律执行作业, 接受过职业健康和安全方面的培训, 并被指示在认为作业可能不符合职业健康、安全或环境规定时停止作业, 并相应通知买方; 且
- (n) 如任何部分的运输由买方承担, 提前向买方告知用于运输产品的车辆、机械和设备的有关要求。
- 5.3. 供应商应承担运输过程中包括等待时间在内的所有延误风险, 除非该等延误是由买方造成的。
- 5.4. 供应商应确保在交付或使用任何有害物质之前:
- (a) 贴上适当标签;
- (b) 向买方提供一份符合相关法规的该等有害物质的现行材料安全数据表; 及
- (c) 如果作业包括使用此类有害物质, 则向买方提供完整的风险评估报告。
- 5.5. 除非双方另有书面约定, 供应商应确保所有产品得到合适的保险、包装和保护、装载和运输, 以确保在计划交付日期前安全运抵场地。
- 5.6. 供应商应确保产品随附必要的交付单据(包括任何运输和海关单据), 且不额外增加买方的费用, 并确保每次交付均随附不含价格的送货单, 且应在买方提出要求时或在合同约定的时间内及时向买方提供所有运输相关许可和任何其他运输单据的复印件。
- 5.7. 交货单必须包括买方要求的所有信息, 供应商必须获得买方授权代表在证明货物收讫的交货单上签字。交货单的签署或所有权转移给买方并不构成买方对供应商履行其义务的认可, 也不被视为承认或证明任何产品符合本合同的要求, 也不以任何方式损害买方的任何权利。
- 5.8. 部分交付、提前交付、超量交付或不足量交付仅可在事先获得买方代表书面同意的情况下进行。
- 5.9. 供应商必须确保根据本合同向买方提供的所有产品均已根据 *GS1 识别标准* 和适用法规进行标记、识别和放置条形码, 且产品上的任何标记、标识符或条形码:
- (a) 符合 *GS1 识别标准* 第3.5条规定的直接标记类型;
- (b) 具有合理的耐用质量, 能够经受经常暴露在天气中和合理的磨损; 并且
- (c) 牢固地附在产品上。
- 6. 所有权、财产和风险**
- 6.1. 除非双方另有约定, 产品的所有权和占有权在付款或交付时(以先发生者为准)转移给买方。产品的风险应根据本合同指定的相关国际贸易术语转移给买方(如果没有指定国际贸易术语, 则在将产品交付到本合同指定的场地时转移给买方)。
- 6.2. 就每一产品而言, 供应商保证在将产品交付至场地时:
- (a) 供应商拥有产品的完整所有权, 不附带任何留置权、抵押、担保权益和负担, 并在此基础上向买方提供产品; 且
- (b) 买方有权清晰、完整和不受干扰地占有产品。
- 7. 进出口管制和外贸条例**

- 7.1. The *Supplier* shall comply with all applicable *Foreign Trade Regulations* and shall obtain all necessary import and export licenses.
- 7.2. The *Supplier* shall advise the *Purchaser* in writing as early as possible but not later than 14 days after receipt of the *Purchase Order* (and promptly in case of changes) of any information and data required by the *Purchaser* to comply with all *Foreign Trade Regulations* in the case of export and import as well as re-export, including:
- all applicable import and export list numbers, including the Import and Export Control Classification Number;
  - the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
  - the country of origin.
- 7.3. The *Purchaser* shall not be obligated to fulfil this *Contract* if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.
- 8. Price & Payment**
- 8.1. The *Supplier* agrees that subject to its other entitlement expressly provided for in this *Contract*, the *Contract Price* is fixed and is the full consideration for the *Supplier's* performance of all its obligations under this *Contract* and that the *Supplier* is not entitled to payment of any amount for the performance of any of its obligations under this *Contract* (whether express or implied) other than the *Contract Price* and any other amount to which the *Supplier* is entitled as expressly provided for under this *Contract*.
- 8.2. The *Supplier* shall only invoice the *Purchaser* in respect of any *Products* or *Services* after *Delivery* of such *Products* or *Services* in accordance with this *Contract* or at such other times as otherwise agreed between the *Parties*. Subject to any contrary term of this *Contract* and the *Purchaser's* rights under this *Contract*, unless otherwise specified in the *Purchase Order* the *Purchaser* shall pay the *Supplier* no later than 90 days after the *Supplier's* correctly rendered invoice is received.
- 8.3. Unless otherwise specified in this *Contract*, the *Contract Price*:
- may not be varied without the prior written consent of the *Purchaser*; and
  - includes all Government taxes, duties, excises, tariffs and charges (except VAT).
- 8.4. The *Purchaser* shall not be required to pay any invoice (or any part of the invoice) or reimburse the *Supplier* for any approved expenses if the *Purchaser* does not receive a correctly rendered invoice. An invoice will be correctly rendered if:
- the *Work* to which the invoice relates has been provided in accordance with the requirements of this *Contract*;
  - the specified amount is correctly calculated and due for payment;
  - the invoice specifies the *Purchase Order* number, *Product* item number (if applicable) and all other relevant details requested by the *Purchaser* and the invoice is set out in a manner that enables the *Purchaser* to ascertain the *Work* to which the invoice relates and the amount payable in respect of such *Work*;
  - the invoice is accompanied (where necessary or where reasonably requested by the *Purchaser*) by verifying documentation;
  - the invoice reflects the *Contract Price* or expenses which have been previously approved by the *Purchaser*;
  - the invoice complies with all relevant requirements under the *VAT Law*;
  - the invoice is forwarded to the correct addresses (including email addresses) of the *Purchaser* specified in the *Purchase Order*; and
  - the invoice is accompanied by a declaration in accordance with clause 8.9.
- 8.5. The *Purchaser* shall not be required to pay the *Contract Price* (or any part of the *Contract Price*) for the *Work* or reimburse the *Supplier* for any agreed expenses if the *Supplier* has not provided the *Purchaser* with:
- all required bank details to enable the electronic transfer of the *Contract Price*;
  - Security* (if required) in accordance with this *Contract*;
  - evidence that all insurance required to be effected by the *Supplier* under this *Contract* has been effected; and
  - the warranty required under this *Contract*.
- 8.6. The *Supplier* acknowledges and agrees that the *Purchaser* may withhold from the *Contract Price* otherwise payable to the *Supplier* any amounts required to be withheld or remitted by the *Purchaser* to relevant Authorities under any applicable *Laws*.
- 8.7. Each *Party* must do all things (including providing the other *Party* with tax invoices and all other documentation) that may be necessary or desirable to enable or assist the other *Party* to claim any input tax credit, adjustment, set off, rebate or refund for or in relation to any amount of VAT paid or payable pursuant to any taxable supply made under or in connection with this *Contract*. Words used in this clause which have a defined meaning in the *VAT Law* have the same meaning as given in the *VAT Law*, unless the context otherwise requires.
- 8.8. Without prejudice to any other rights or remedies available to the *Purchaser*, the *Purchaser* may set-off, deduct or withhold from any amount due by the *Purchaser* to the *Supplier* any amount which the *Supplier* is or may be liable to pay to the *Purchaser* however or whenever incurred (including under an indemnity).
- 7.1. 供应商应遵守所有适用的外贸法规，并应获得所有必要的进出口许可。
- 7.2. 供应商应尽早但不迟于收到采购订单后 14 天内（如有变更，应及时）以书面形式向买方提供买方为遵守进出口及再出口的所有外贸法规而需要的任何信息和数据，包括：
- 所有适用的进出口清单编号，包括进出口管制分类编号；
  - 根据现行外贸统计商品分类和协调制度编码的统计商品编码；以及
  - 原产地。
- 7.3. 如果本合同的履行因国家或国际外贸或海关要求或任何禁运或其他制裁而受到阻碍，则买方无义务履行本合同。
- 8. 价格与付款**
- 8.1. 供应商同意，在不限制本合同明确规定的其他权利的前提下，合同价格是固定的，是供应商履行其在本合同项下的所有义务的全部对价，供应商无权因履行其在本合同项下的任何义务（无论明示或默示）而获得除合同价格和在本合同明确规定的供应商有权获得的其他金额以外的任何金额的付款。
- 8.2. 对任何产品或服务，供应商仅在按照本合同就该等产品或服务的完成作业交付后或在双方另行约定的其他时间才就该等产品或服务向买方开具发票。在不违反本合同任何相反条款和买方在本合同项下的权利的前提下，除非采购订单另有规定，买方应在收到供应商正确开具的发票后 90 天内向供应商付款。
- 8.3. 除非本合同另有规定，否则合同价格：
- 未经买方事先书面同意不得更改；并且
  - 以人民币元为单位，包括所有政府税、关税、增值税、关税和收费（增值税除外）。
- 8.4. 如果买方未收到正确开具的发票，买方无须支付任何发票（或发票的任何部分）或偿还供应商任何经批准的费用。在下列情况下，发票将为被正确开具：
- 发票所涉作业已按照本合同的要求实施；
  - 所载金额计算正确且到期支付；
  - 发票列明采购订单号、产品编号（如适用）和买方要求的所有其他相关细节，且发票列明的方式使买方能够确定发票涉及的作业和就该作业应支付的金额；
  - 发票附有（必要时或买方合理要求时）用以核实的文件；
  - 发票反映了合同价格或买方事先批准的费用；
  - 发票符合增值税法的相关要求；
  - 发票发送到采购订单中指定的买方正确的买方地址（包括电子邮件地址）；以及
  - 发票附有符合第 8.9 条规定的分包商声明（如适用）。
- 8.5. 如果供应商未向买方提供以下资料，则买方无须为作业支付合同价格（或任何部分合同价格）或向供应商偿付任何约定费用：
- 所有必要的银行信息，以便能够以电子转账方式支付合同价格；
  - 符合本合同规定的担保（如有要求）；
  - 供应商已按本合同要求办理所有保险的证据；以及
  - 本合同要求的质量保证书。
- 8.6. 供应商确认并同意，买方可从本应支付给供应商的合同价格中扣留任何根据任何适用法律要求买方扣留或汇往有关当局的款项。
- 8.7. 每一方必须采取一切措施（包括向另一方提供税务发票和所有其他必要或适宜的文件，使另一方能够或协助另一方就根据本合同或与本合同有关的任何应税供应所支付或应支付的任何增值税金额申请任何进项税抵免、调整、抵消、退税或退款）。
- 8.8. 在不损害买方可享有的任何其他权利或补救措施的前提下，买方可从买方应付供应商的任何款项中抵销、扣除或扣留供应商有责任或可能有责任向买方支付的任何款项，无论该款项是如何发生或何时发生（包括在赔偿项下）。

- 8.9. To the extent permitted by Law, the Purchaser has no obligation to make any payment in respect of any Supplier's invoice if the Supplier has not given to the Purchaser a declaration (in the applicable form) for the month to which the Supplier's invoice relates, declaring that, in respect of the invoiced Work, all of the Supplier's Personnel have been paid all monies due and payable to them (including social security and other entitlements) and all taxes have been paid in respect of them.
- 8.10. If the Purchaser becomes liable to pay any amount to any third party by reason of the Supplier's failure to provide the documentary evidence required under clause 8.9, then clause 8.8 applies and the Purchaser may pay such amount and may also have recourse to any Security it may be holding from the Supplier to pay any such liability.
- 8.11. Payment by the Purchaser to the Supplier shall not:
- constitute approval or acceptance of the Work or prejudice any rights of by the Purchaser;
  - constitute evidence of the value of any Work; or
  - be construed to mean that the Work has been supplied in accordance with this Contract and shall not relieve the Supplier from any of the Supplier's obligations and responsibilities under this Contract.
- 8.12. The Supplier must notify the Purchaser in writing if any of its Subcontractors is or may be entitled to exercise a right to suspend work under a relevant agreement or subcontract pursuant to any applicable security of payment legislation in force (if any). In the circumstances:
- the Purchaser is entitled (but is not obliged) to provide a form of security to or to pay that Subcontractor to avoid suspension of work by that Subcontractor and the amount of that security or payment plus any associated costs to the Purchaser arising from a call on that security or provision of that security, will be a debt due by the Supplier to the Purchaser; and
  - the Supplier indemnifies the Purchaser for any Loss or damage (direct or indirect) that the Purchaser may suffer as a result of a suspension by any of the Supplier's Subcontractor, unless and to the extent that such suspension is caused by the acts of the Purchaser or the Purchaser's Personnel (other than the Supplier).
- 9. Security**
- 9.1. The Purchaser may deduct retention monies equal to 5% (or such other percentage as agreed between the Parties in writing) of the value of each invoice due and payable to the Supplier to secure the proper performance of the Supplier's obligations under this Contract ("Security"). The Supplier may at any time provide an unconditional bankers' undertaking in a form reasonably approved by the Purchaser in lieu of retention monies.
- 9.2. The Purchaser may have recourse to the Security if the Purchaser suffers or may suffer any Loss or Claims due to any act, default, negligence or omission of the Supplier or the Supplier's Personnel or the Supplier fails to pay any amount due and payable to the Purchaser and the Supplier must not take any steps to injunct or otherwise restrain:
- any issuer of such Security from paying the Purchaser pursuant to the terms of the Security;
  - the Purchaser from taking any steps for the purposes of making a demand under any such Security or receiving any payment under any such Security; or
  - the Purchaser using the Security proceeds.
- 9.3. The Purchaser:
- is not obliged to pay the Supplier interest in connection with any Security or the proceeds of any Security converted into cash; and
  - does not hold any Security proceeds on trust for the Supplier.
- 9.4. Subject to any recourse, the amount of the Security shall be reduced by 50% within 14 Business Days after the Date of Delivery of the entire Work and the remainder shall be released within 14 Business Days after the Date of Final Completion.
- 10. Time**
- 10.1. Time is of the essence in respect of the Delivery. The Supplier shall perform the Work competently, with due expedition and without delay and unless an extension of time is granted in accordance with clause 11, must achieve Delivery by the Date for Delivery.
- 10.2. The Supplier shall take all reasonable steps to avoid delay and shall notify the Purchaser immediately if a delay against the Work Programme or the Date for Delivery is expected to occur. The Supplier shall bear all costs of any express shipments required to enable the Supplier to meet the applicable Date for Delivery.
- 10.3. The Supplier shall submit a Work Programme within 5 Business Day after the date of this Contract and an updated Work Programme from time to time whenever an update is needed. The Supplier shall not, without reasonable cause, depart from a Work Programme.
- 10.4. The Supplier shall ensure that progress (including against the Work Programme) is monitored at all times and shall update the Purchaser of this progress at the intervals requested by the Purchaser.
- 10.5. Review of, comments on or approval of, or any failure to review or comment on, any Work Programme by the Purchaser will not:
- relieve the Supplier from, or alter, the Supplier's liabilities or obligations under this Contract;
  - evidence or constitute the granting of an extension of time or a direction by the Purchaser to accelerate, disrupt, prolong or vary any Work; or
  - affect the time for carrying out the Work.
- 10.6. The Supplier shall ensure that any Work performed on a Site of the Purchaser or the Purchaser's customer is performed during the hours advised of by the Purchaser.
- 8.9. 在法律允许的范围内, 如果供应商未向买方就发票所涉月份提供声明(以适用的格式), 声明就发票所涉作业而言, 供应商的所有人员均已获得所有到期应付的款项(包括退休金和其他权益), 且所有税款均已支付, 则买方无义务就任何供应商的发票支付任何款项。
- 8.10. 如果买方因供应商未能提供第 8.9 条所要求的文件证据而有责任向任何第三方支付任何金额, 则第 8.8 条适用, 买方可以支付该等金额, 也可以追索其可能从供应商处持有的任何担保以支付任何该等金额。
- 8.11. 买方向供应商的付款不应:
- 构成对作业的认可或接受, 或损害买方的任何权利;
  - 构成任何作业价值的证据; 或
  - 不得解释为意味着已根据本合同实施了作业, 也不得免除供应商在本合同项下的任何义务和责任。
- 8.12. 如果供应商的任何分包商有权或可能有权根据任何现行适用的付款保障法规(如有)行使暂停相关协议或分包合同项下工作的权利, 则供应商必须书面通知买方。在此情况下:
- 买方有权(但无义务)向该分包商提供某种形式的担保或向该分包商支付款项, 以避免分包商暂停工作, 而该担保或付款的金额加上买方因在该担保项下的索赔或提供该担保而产生的任何相关费用, 将成为供应商应付给买方的债务; 且
  - 供应商对买方因买方的分包商暂停工作, 可能遭受的任何损失或损害(直接或间接)向买方作出赔偿, 除非该等暂停工作是由买方或买方人员(供应商除外)的行为造成的。
- 9. 担保**
- 9.1. 买方可以扣除相当于应付给供应商的每张发票价值的 5% (或双方书面约定的其他百分比) 的保留金, 以确保供应商适当履行本合同项下的义务 ("担保")。供应商可随时以买方合理批准的形式提供无条件的银行承兑汇票以代替保留金。
- 9.2. 如因供应商或供应商人员的任何行为、违约、疏忽或不作为导致买方遭受或可能遭受任何损失或索赔或供应商未向买方支付任何到期应付款项, 则买方可以追索担保, 且供应商不得采取任何步骤禁止或以其他方式限制:
- 任何该等担保的提供者根据该等担保向买方付款;
  - 买方为根据任何该等担保提出付款要求或收取任何款项而采取任何行动; 或
  - 买方使用担保项下获得的款项。
- 9.3. 买方:
- 并无责任向供应商支付与任何担保或将任何担保转换为现金有关的利息; 及
  - 不以信托方式为供应商持有任何担保项下的款项。
- 9.4. 在不限任何追索权的前提下, 担保的金额应在全部作业实际交付之日后 14 个工作日内减少 50%, 其余部分应在实际最终完工之日后 14 个工作日内解除。
- 10. 时间**
- 10.1. 时间对于作业交付至关重要。供应商应称职地、迅速地、毫不延迟地履行作业, 且除非根据第 11 条获得延期, 必须在计划交付日期前完成作业交付。
- 10.2. 供应商应采取一切合理措施避免延迟, 并应在对照作业计划进度表或计划交付日期预计发生延误的情况下立即通知买方。供应商应承担为使其能够遵守适用的计划交付日期而需要的任何快件运输的所有费用。
- 10.3. 供应商应在本合同签订之日起 5 个工作日内提交作业计划进度表, 并不时根据需要更新提交更新的作业计划进度表。除非有合理理由, 供应商不得违反作业计划进度表。
- 10.4. 供应商应确保随时监控进度(包括对照作业计划进度表), 并按按照买方要求的时间间隔向买方报告更新的进度。
- 10.5. 买方对任何作业计划进度表的审查、评论或批准, 或买方未对任何作业计划进度表进行审查或评论, 均不会:
- 免除或改变供应商在本合同项下的责任或义务;
  - 证明或构成买方对任何作业的加速、中断、延长或变更的延期或指示; 或
  - 影响根据协议实施作业的时间。
- 10.6. 供应商应确保在买方或买方客户的场地内实施的任何作业在买方告知的工作时间内进行。



- 10.7. If the *Supplier* does not achieve a *Delivery* by the *Date for Delivery*, the *Supplier* shall pay to the *Purchaser* (and the *Purchaser* may deduct from payment to the *Supplier*) liquidated damages equal to 1% of the value of the subject work of that *Delivery* for each day of delay (or such other liquidated damages amount and cap as may be agreed between the *Parties* in writing). Liquidated damages shall be applied from the *Date for Delivery* up until the *Date of Delivery*.
- 10.8. The *Supplier* acknowledges that the liquidated damages set out in this *Contract* are a genuine pre-estimate of *Loss* suffered by the *Purchaser* resulting from the failure by the *Supplier* in achieving *Delivery* by the *Date for Delivery* (excluding the *Purchaser's* liability to its customer), and not a penalty and are without prejudice to any other rights or remedies of the *Purchaser* under this *Contract*. The obligation to pay or payment of such liquidated damages by the *Supplier* shall not affect any other obligations and liabilities of the *Supplier* under this *Contract*.
- 11. Extensions of Time**
- 11.1. The *Supplier* may claim an extension of time for *Delivery* if the *Supplier* has been or will be delayed in *Delivery* by the *Date for Delivery* due to:
- a breach of contract by the *Purchaser*;
  - postponement under clause 5.1 unless the instruction was due to any act, default, negligence or omission by the *Supplier* or the *Supplier's Personnel*;
  - variations directed in writing by the *Purchaser* under clause 12 (unless such variation has been requested due to any act, default, negligence or omission by the *Supplier* or the *Supplier's Personnel*);
  - suspension under clause 13.2 (unless the suspension was due to any act, default, negligence or omission of the *Supplier* or the *Supplier's Personnel*); or
  - a *Force Majeure Event*, however neither parties' rights under clause 30.4 are limited under this clause.
- 11.2. The *Supplier* shall not be granted an extension of time if the delay for which the extension is claimed is not on the critical path of the *Work Programme* or has not affected or will not affect the *Supplier's* ability to meet the *Date for Delivery*. Where any delay is concurrently attributable to both a cause set out in clause 11.1 and a cause not set out clause 11.1, the *Supplier* shall not be entitled to claim an extension of time for the period of the concurrent delay.
- 11.3. As a condition precedent to being granted an extension of time, the *Supplier* must:
- notify the *Purchaser* in writing of the likelihood of the delay, as soon as becoming aware of the likelihood of the delay;
  - take all reasonable steps possible to prevent the cause of the delay and to mitigate the extent and consequences of the delay;
  - within 3 days after the occurrence of the cause of any delay, notify the *Purchaser* in writing of the *Supplier's* intention to apply for an extension of time, specifying the cause of the delay, an estimated duration of the delay and the steps that the *Supplier* will take to mitigate the delay; and
  - within 7 days after the occurrence of the cause of any delay, give the *Purchaser* a written claim for an extension of time, which claim shall state all the facts upon which the claim is based and the extension period claimed, show and justify any effect the extension of time shall have on the *Work Programme* and the *Date for Delivery*, and be accompanied by a *Work Programme* to show the direct impact of the delay and the revised *Date for Delivery*.
- 11.4. Notwithstanding that the *Supplier* is not entitled to or has not claimed an extension of time, the *Purchaser* may, but not obliged to, at any time and from time to time before *Final Completion* direct an extension of time.
- 11.5. Where the *Supplier* has been granted an extension of time under this clause 11 for a delay caused by a breach of contract by the *Purchaser*, the *Purchaser* shall pay to the *Supplier* such extra costs as are necessarily and actually incurred by the *Supplier* as a direct result of the delay, subject to a maximum daily rate of 0.1% of the *Contract Price*. The extension of time (if applicable) under this clause 11 and the *Supplier's* entitlement under this clause 11.5 are the *Supplier's* sole remedy for delay and/or disruption in the *Work* for whatever causes.
- 11.6. Any delay or failure by the *Purchaser* to grant an extension of time will not cause the *Date for Delivery* set at large.
- 12. Variations**
- 12.1. The *Purchaser* may direct the *Supplier* to vary the *Work* including by increasing, decreasing, or omitting any part of the *Work*. The *Supplier* shall promptly implement variations to the *Work* requested by the *Purchaser*. The *Supplier* shall not vary the *Work* except as directed in writing by the *Purchaser*.
- 12.2. The *Supplier* shall immediately (at any case not later than 3 days after a variation is directed) notify the *Purchaser* if the *Supplier* considers that it is not possible for the *Supplier* to comply with a variation direction and provide written reasons for not being able to do so to the satisfaction of the *Purchaser*, failing which the *Supplier* is deemed to have accepted the direction of variation.
- 12.3. If the *Supplier* considers that any instruction of the *Purchaser* constitutes a variation to the *Work*, it shall notify the *Purchaser* of the variation within 3 days after receipt of such instruction.
- 12.4. If the *Supplier* considers that the variation will have an effect on the *Contract Price*, the *Supplier* shall:
- within 3 days after a variation is directed, notify the *Purchaser* of the approximate value of the difference in *Contract Price* as a result of the directed variation; and
  - within 7 days after a variation is directed (or any other timeline set out by the *Purchaser*), submit to the *Purchaser* a detailed statement of the cost of the variation which statement shall set out all adjustments to the *Contract Price* and other amounts claimed by the *Supplier* arising out of or in relation to the applicable variation request (on the basis that all
- 10.7. 如果供应商未能在计划交付日期前完成作业交付, 供应商应向买方支付 (买方可从向供应商的付款中扣除) 违约赔偿金, 每延迟一天的违约赔偿金相当于该次作业交付标的物价值的 1% (或双方书面约定的其他违约赔偿金额和上限)。违约金应从计划交付日期开始计算, 直至实际交付之日。
- 10.8. 供应商确认, 本合同中规定的违约赔偿金是对因供应商未能在计划交付日期前实现作业交付而导致买方遭受的损失 (不包括买方对其客户应负的责任) 的真实预估, 而非罚款, 且不影响买方在本合同项下的任何其他权利或救济。供应商支付该等违约金的义务或实际支付不应影响供应商在本合同项下的任何其他义务和责任。
- 11. 延期**
- 11.1. 如果由于下列原因供应商在计划交付日期前完成作业交付已经或将会受到延误, 则供应商可以要求对作业交付进行延期:
- 买方违约;
  - 第5.1条规定的延后, 除非该指示是由于供应商或供应商人员的任何行为、违约、疏忽或疏漏造成的;
  - 买方根据第12条以书面形式指示的变更 (除非该变更请求是由于供应商或供应商人员的任何行为、违约、疏忽或疏漏所致);
  - 第13.2条规定的暂停 (除非该暂停是由于供应商或供应商人员的任何行为、违约、疏忽或疏漏所致); 或
  - 不可抗力事件, 但双方在第30.4条下的权利均不受本条款限制。
- 11.2. 如果延期要求相关的延迟不是在作业计划进度表的关键路径上, 或未影响或将不影响供应商遵循计划交付日期的能力, 供应商将不得获准延期。如果延迟是同时由于第 11.1 条所列的原因和非第 11.1 条所列的原因所造成, 则供应商无权就同时延迟的期间要求延期。
- 11.3. 作为获准延期的先决条件, 供应商必须:
- 一旦意识到可能发生延迟, 立即以书面形式通知买方;
  - 采取一切可能的合理步骤, 防止造成延迟的原因, 并减轻延迟的程度和后果;
  - 在任何延迟的原因发生后 3 日内, 以书面形式通知买方, 说明供应商申请延期的意向, 并具体说明延迟的原因、估计的延期期限以及供应方将采取的减少延迟的步骤; 以及
  - 在任何延迟原因发生后 7 天内, 向买方提出书面延期要求, 该要求应说明提出该要求所依据的所有事实及要求延长的期限, 并应说明和证明延长对作业计划进度表和计划交付日期的任何影响, 该要求应附有一份已标明延迟的直接影响和修订后的计划交付日期的作业计划进度表。
- 11.4. 尽管供应商无权或未曾提出延期要求, 买方仍可 (但没有义务) 在最终完工前的任何时候不时指示延期。
- 11.5. 如因买方违约造成延迟, 且供应商已根据本第 11 条获准延期的, 买方向供应商支付因延迟直接导致供应商必然和实际产生的额外费用, 但每日最高不超过合同价格的 0.1%。供应商在本第 11 条获得的延期和在本第 11.6 条下的权利是其由于任何原因造成的延误或扰乱的唯一救济。
- 11.6. 买方延迟或未能批准延期将不会导致计划交付日期变为无限延长。
- 12. 变更**
- 12.1. 买方可以指示供应商对作业进行变更, 包括增加、减少或删除作业的任何部分。供应商应及时实施买方要求的对作业的变更。除买方书面指示外, 供应商不得对作业进行变更。
- 12.2. 如果供应商认为其不可能遵守某项变更指示, 供应商应立即 (在任何情况下不得迟于发出变更指示后 3 日) 通知买方, 并提供令买方满意的无法遵守的书面理由, 否则视为供应商已接受变更指示。
- 12.3. 如果供应商认为买方的任何指示构成对作业构成变更, 供应商应在收到该等指示后 3 日内通知买方该项变更。
- 12.4. 如果供应商认为变更将对合同价格产生影响, 供应商应当:
- 在变更指示作出后 3 日内, 通知买方指示的变更所导致合同价格差异的大致金额; 以及
  - 在变更指示作出后 7 日 (或买方设定的其他时间) 内, 向买方提交任何变更的费用列表, 该列表应载明因适用的变更请求而产生的或与适用的变更请求有关的所有调整和其他金额 (基于因该变更而产生的或与该变更有关

other adjustments and/or amounts not included in the detailed statement arising out of or in relation to such variation shall be deemed to have been waived by the *Supplier*).

- 12.5. The *Supplier* shall not be entitled to claim any payment for any variation:
- if the *Purchaser* has not directed the *Supplier* in writing to execute the variation or the *Supplier* has not strictly complied with this clause 12; or
  - if the variation was directed by the *Purchaser* due to any act, default, negligence or omission of the *Supplier* or the *Supplier's Personnel*.
- 12.6. No variation shall invalidate this *Contract* and the *Supplier* agrees that the *Purchaser* may engage others to carry out any parts of the *Work* which the *Purchaser* directs the *Supplier* to omit. Any direction to omit *Work* will not constitute a repudiation of this *Contract* regardless of the extent or timing of that direction.

### 13. Suspension

- 13.1. The *Supplier* shall not suspend the performance of the *Work* without a written request from the *Purchaser*.
- 13.2. The *Purchaser* may at any time request that the progress of the whole or part of the *Work* be suspended for such period as the *Purchaser* deems necessary and the *Supplier* shall cease to perform the applicable *Work* accordingly. If during a suspension period, the *Purchaser* instructs the *Supplier* to resume the *Work*, the *Supplier* shall promptly recommence execution of the *Work*.

### 14. Notification of Claims

To the extent permitted by *Law*, the *Purchaser* shall not be liable in respect of any *Claim* arising out of or in relation to this *Contract* or the *Work* if the *Supplier* fails to comply with the following requirements:

- the *Supplier* must give the *Purchaser* notice in writing within 3 days of first becoming aware of the event or circumstances on which the *Claim* is based; and
- within 7 days of the occurrence of the events or circumstances on which the *Claim* is based, the *Supplier* must provide the *Purchaser* with a *Claim* together with supporting documents.

### 15. Quality Assurance & Defects

- 15.1. The *Supplier* undertakes and warrants to the *Purchaser* that the *Work* (including all process for carrying out the *Work*):
- are of good quality and free of *Defects* and of all burdens and restrictions;
  - comply in all respects with all applicable requirements imposed by the applicable *Law* of the *Site* and other relevant jurisdictions in terms of statutes and/or other conditions prescribed by government bodies in force on the *Date of Delivery*;
  - comply with the agreed specifications and characteristics;
  - are suitable for the purpose for which they are intended; and
  - conform to the requirements set out in this *Contract* in all other respects, at any time and all times until the expiry of the later of:
    - the *Defects Liability Period*;
    - the warranty period set out in this *Contract*;
    - the statutory warranty period (if applicable); and
    - 36 months after the *Date of Delivery*,
 and will comply with the requirement of design life set out in this *Contract*.
- 15.2. The *Supplier* shall plan, establish and maintain a quality system which ensures conformance of the *Work* with the requirements of this *Contract*. The *Supplier* shall provide the *Purchaser* with access to the quality systems of the *Supplier* and the *Supplier's Personnel* upon request by the *Purchaser* to enable the *Purchaser* to inspect, test and monitor the *Supplier's* compliance with the requirements of this *Contract*. Without limiting any other provision of this *Contract*, the *Supplier* shall comply with any specific quality management requirements of the *Purchaser* which are notified to it by the *Purchaser* from time to time.
- 15.3. The *Purchaser* and third parties authorised by the *Purchaser*, may upon giving the *Supplier* reasonable notice, inspect the *Work* being carried out by the *Supplier* or the *Supplier's Personnel* (at any stage of progress) at the *Site* and at the *Supplier's Facilities*. As part of such inspections the *Purchaser* may (amongst other things):
- monitor compliance with applicable *Laws*;
  - review, inspect, examine and witness any scheduled testing of the *Products*;
  - review the *Supplier's* progress against the *Work Programme* and the *Supplier's* ability to meet the *Date for Delivery*;
  - inspect any test equipment used in measuring or testing the *Products* at the scheduled time of testing for such *Products*; and
  - examine the production status and test the quality of *Products*.
- 15.4. The *Supplier* shall conduct all tests for the *Work* and provide test reports as required under the *Contract*.
- 15.5. The *Supplier* shall not be released from any of the *Supplier's* obligations arising out of or in relation to this *Contract* by the fact that the *Purchaser* or third parties authorised by the *Purchaser* perform any quality reviews.
- 15.6. The *Supplier* shall agree the same quality assurance measures as set out in clauses 15.1 through 15.3 above with its Subcontractors and shall ensure that its Subcontractors grant corresponding access, inspection, testing and monitoring rights to the *Purchaser* and third parties authorised by the *Purchaser*.

的所有其他调整和/或未包括在该列表中的金额应视为已被 *供应商* 豁免)。

- 12.5. 在下列情况下, *供应商* 无权就任何变更主张任何付款:
- 买方* 未书面指示 *供应商* 执行变更, 或 *供应商* 未严格遵守本第 12 条的规定; 或
  - 买方* 指示进行变更是由于 *供应商* 或 *供应商* 人员的任何行为、违约、疏忽或遗漏。
- 12.6. 任何变更均不导致本合同失去效力, 且 *供应商* 同意, *买方* 可以委托他人实施 *买方* 指示 *供应商* 删除的任何部分的 *作业*。无论指示的程度或时间如何, 任何删除 *作业* 的指示均不构成拒绝履行本合同。

### 13. 暂停作业

- 13.1. 未经 *买方* 书面请求, *供应商* 不得暂停实施 *作业*。
- 13.2. *买方* 可随时要求在 *买方* 认为必要的期间内暂停全部或部分 *作业* 的进行, *供应商* 应相应停止实施有关 *作业*。如果在暂停期间, *买方* 指示 *供应商* 恢复 *作业*, *供应商* 应立即重新开始实施 *作业*。

### 14. 索赔通知

在法律允许的范围内, 对于因本合同或作业引起的或与之有关的任何索赔, 如果 *供应商* 未能遵守以下要求, 则 *买方* 将无需承担任何责任:

- 供应商* 必须在首次知悉索赔所依据的事件或情形后 3 日内书面通知 *买方*; 且
- 在索赔所依据的事件或情形发生后 7 日内, *供应商* 必须向 *买方* 提交索赔, 并连同相关支持文件。

### 15. 质量保证和缺陷

- 15.1. *供应商* 向 *买方* 承诺并保证, *作业* (包括实施 *作业* 的所有过程) 在任何及全部时间:
- 质量良好、无缺陷、无任何权利负担和限制;
  - 在所有方面均符合在实际交付之日场所所在地适用法律和其他相关司法管辖区有效的法规和/或政府机构规定的其他条件中提出的所有适用要求;
  - 符合商定的规格和特性;
  - 适合其预定用途; 及
  - 在所有其他方面符合本合同中规定的要求, 直至以下较晚者期满为止:
    - 缺陷责任期;
    - 本合同中规定的保修期;
    - 法定的保修期 (如适用); 及
    - 实际交付之日后 36 个月,
 并符合本合同中规定的设计寿命要求。
- 15.2. *供应商* 应规划、建立和维护质量体系, 确保 *作业* 符合本合同的要求。在 *买方* 提出要求时, *供应商* 应向 *买方* 提供了解 *供应商* 质量体系 and *供应商* 人员的机会, 以使 *买方* 能够检查、测试和监督 *供应商* 遵守本合同要求的情况。在不限制本合同任何其他规定的前提下, *供应商* 应遵守 *买方* 不时向其通知的 *买方* 的任何具体质量管理要求。
- 15.3. *买方* 及 *买方* 授权的第三方在向 *供应商* 发出合理通知后, 可以对 *供应商* 或 *供应商* 人员在场地和 *供应商* 设施进行的 *作业* (在任何进展阶段) 进行检查。作为该等检查的一部分, *买方* 可以 (除其他事项外):
- 监督适用法律的遵守情况;
  - 审查、检查、检验和见证任何预定的 *产品* 测试;
  - 根据 *作业* 计划进度表审查 *供应商* 的进度以及 *供应商* 遵守 *计划* 交付日期的能力;
  - 在预定的 *产品* 测试时间, 检查用于测量或测试 *产品* 的任何测试设备; 和
  - 检查 *产品* 的生产状况和测试 *产品* 的质量。
- 15.4. *供应商* 应进行本合同要求的对 *作业* 的所有测试, 并提供测试报告。
- 15.5. *供应商* 不得因 *买方* 或 *买方* 授权的第三方进行任何质量审查而免除其因本合同而产生的或与本合同有关的任何义务。
- 15.6. *供应商* 应与其分包商约定上述第 15.1 条至第 15.3 条规定的相同质量保证措施, 并确保其分包商向 *买方* 及 *买方* 授权的第三方授予相应的进入、检查、测试和监督的权利。

- 15.7. The *Purchaser* shall not be deemed to have accepted any *Work* even if it has signed a delivery receipt or made any payment. The *Purchaser* may perform extra tests of the *Work* other than those required under this *Contract*. If such tests show that the *Work* does not conform to the requirements of this *Contract*, the *Purchaser* reasonable costs of such testing shall be a debt due and owing by the *Supplier* to the *Purchaser*.
- 15.8. As directed by the *Purchaser*, the *Supplier* shall, within a specific time, rectify any *Defects* which occur during the *Defects Liability Period* by (at the *Purchaser*' option):
- repairing or replacing the defective *Products* and re-supplying the defective *Services* (or paying for the cost of the *Products* to be repaired or replaced or *Services* to be re-supplied) and correcting and supplying the *Purchaser* with all associated updated *Supplier's Documents*; and/or
  - providing the *Purchaser* with any materials, parts, drawings, *Supplier's Documents* and instructions necessary to rectify the *Defects*.
- 15.9. If the *Purchaser* makes a direction to rectify any *Defects*, the *Supplier* shall (without prejudice to any of the *Purchaser*' other rights and remedies) promptly:
- carry out the rectification to the *Purchaser*' satisfaction at times and in a manner causing as little inconvenience to the *Purchaser* and its customer as is reasonably possible;
  - commence and complete the rectification of *Defects* by the dates specified by the *Purchaser*, or if no timetable is provided by the *Purchaser* as soon as practicable after notification of the *Defects* by the *Purchaser*; and
  - dispose of rejected *Products* (or parts thereof) (if requested to do so by the *Purchaser*).
- 15.10. There shall be an extended *Defects Liability Period* for the rectified *Work* equal in length to the original *Defects Liability Period* (unless otherwise agreed between the *Parties* in writing) which shall commence upon the date of completion of the rectification.
- 15.11. If the rectification is not commenced or completed by any dates specified by the *Purchaser* or otherwise in accordance with this clause 15, or if the *Purchaser* reasonably considers that the *Defects* are incapable of being rectified by the *Supplier* within the required time frame or at all, the *Purchaser* may at the *Purchaser*' option (without prejudice to any of the *Purchaser*' other rights and remedies):
- rectify the *Defect* or have the rectification carried out by others at the *Supplier's* cost; or
  - reject all or part of the *Product* or *Services* in which case:
    - the *Supplier* shall refund to the *Purchaser* any payments made by the *Purchaser* in respect of such rejected *Product* and *Services*;
    - the *Supplier* shall arrange for the removal of rejected *Product* at its cost within the reasonable period of time specified by the *Purchaser*; and
    - title and risk in rejected *Product* shall revert to the *Supplier* upon receipt by the *Purchaser* of the refund.
- 15.12. If the *Purchaser* exercises its right under this clause 15 to carry out or have others carry out any rectification work, the *Supplier* shall remain responsible for the *Work* in accordance with this *Contract*.
- 15.13. Until the *Defects* are rectified in full, the *Supplier* shall bear the risk of accidental loss, destruction or deterioration to such defective *Work*.
- 15.14. If a *Serial Defect* is identified the *Supplier* shall, at the *Purchaser*' request, check all the *Products* potentially affected by the *Serial Defect* and rectify the *Serial Defect* therein in accordance with the defect provisions contained in this clause 15 (irrespective of whether the *Serial Defect* has manifested itself in all of the individual *Products*).
- 15.15. Within 42 days after the expiry of the last *Defects Liability Period*, the *Purchaser* shall notify the *Supplier* of the *Date of Final Completion*. The issue of such notice shall not prejudice any rights of the *Purchaser* or relieve the *Supplier* from any of its unfulfilled obligations or responsibilities including with respect to *Latent Defects* and *Serial Defects*.
- 16. Personnel and subcontracting**
- 16.1. If requested to do so by the *Purchaser*, the *Supplier* shall provide the *Purchaser* with an up-to-date, detailed organisational chart showing the positions of key *Supplier Personnel* associated with the provision of the *Work* ("**Key Supplier Personnel**").
- 16.2. The *Supplier* shall ensure that the *Work* is provided by particular *Key Supplier Personnel*. the *Purchaser* may require the *Supplier* to immediately replace any of the *Key Supplier Personnel* on reasonable grounds.
- 16.3. The *Supplier* shall use its best endeavours to:
- supply and retain the *Key Supplier Personnel*;
  - promptly inform the *Purchaser* if any of the *Key Supplier Personnel* cease or give notice of an intention to cease being engaged by the *Supplier*;
  - promptly replace any *Key Supplier Personnel* who cease being engaged by the *Supplier* with a person having the necessary skill, experience, expertise and qualifications to perform the *Work*;
  - ensure that appropriate *Key Supplier Personnel* attend meetings if requested to do so by the *Purchaser*.
- 16.4. The *Supplier* is responsible for supervising the *Supplier's Personnel* and bears the risk of any dispute, delay, disruption or inefficiency connected with or relating to any industrial action, of any of the *Supplier's Personnel* whether that action arises out of or in connection the *Work*.
- 15.7. 即使买方已签署交付收据或已支付任何款项, 也不应被视为买方已接受任何作业。买方可对作业进行本合同约定以外的额外测试。如果该等测试表明该等作业不符合本合同的要求, 则买方为该等测试所支付的合理费用应成为供应商应付买方的债务。
- 15.8. 买方可指示供应商通过以下任一方式(由买方选择)在指定的时间内修复缺陷责任期内发生的任何缺陷:
- 修理或更换有缺陷的产品和对有缺陷的服务重新提供(或支付需修理或更换的产品或需重新提供的服务的费用), 并更正和向买方提供所有更新的相关供应商文件; 和/或
  - 向买方提供修复缺陷所需的任何材料、部件、图纸、供应商文件和说明。
- 15.9. 如果买方发出修复任何缺陷的指示, 供应商应(在不损害买方的任何其他权利和救济的前提下)立即:
- 在合理可能的时间内, 以尽量减少对买方及其客户造成不便的方式, 进行令买方满意的修复;
  - 在买方指定的日期前开始及完成缺陷的修复, 如果买方没有提供时间表, 则在买方通知缺陷后在可行的情况下尽快开始并完成修复; 以及
  - 处理被拒收的产品(或其部件)(如果买方要求这样做)。
- 15.10. 对于经修复的作业, 应另有一个延长的缺陷责任期, 其时间长度等同于原缺陷责任期(除非双方另有书面约定), 并在修复作业完成之日开始。
- 15.11. 如果在买方指定的任何日期或根据本第15条规定的其他日期之前未开始或未完成修复, 或者如果买方合理地认为供应商无法在规定的时间内或根本无法修复缺陷, 买方可以选择(在不影响买方的任何其他权利和补救措施的情况下):
- 修复缺陷, 或由他人进行修复, 费用由供应商承担; 或
  - 拒绝接受全部或部分产品或服务, 在此情况下:
    - 供应商应向买方退还买方就该等拒收产品和服务已支付的任何款项;
    - 供应商应在买方指定的合理期限内安排清除拒收产品, 费用由供应商承担; 及
    - 在买方收到退款后, 拒收产品的所有权和风险应归还给供应商。
- 15.12. 如果买方根据本第15条行使其权利, 进行或委托他人进行任何修复作业, 则供应商仍应根据本合同对该作业负责。
- 15.13. 在缺陷得到完全修复之前, 供应商应承担该等缺陷作业意外丢失、毁坏或变质的风险。
- 15.14. 如果发现系统缺陷, 供应商应根据买方的要求, 检查可能受系统缺陷影响的所有产品并按照本第15条对其中的系统缺陷进行修复(无论该系统缺陷是否已在所有单个产品中显现)。
- 15.15. 在最后一个缺陷责任期届满后42天内, 买方应将实际最终完工之日通知供应商。该通知的发出不应影响买方的任何权利或免除供应商任何未履行的义务或责任, 包括与潜在缺陷和系统缺陷有关的义务或责任。
- 16. 人员和分包**
- 16.1. 如果买方提出要求, 供应商应向买方提供一份最新的、详细组织结构图, 列明与实施作业相关的主要供应商人员("供应商关键人员")的职位。
- 16.2. 供应商应确保作业由特定的供应商关键人员实施。买方可基于合理理由要求供应商立即替换任何供应商关键人员。
- 16.3. 供应商应尽最大努力:
- 提供并留住供应商关键人员;
  - 如果任何供应商关键人员停止或通知有意停止受雇于供应商, 应及时通知买方;
  - 在供应商关键人员不再受雇于供应商时, 及时以具备必要技能、经验、专业知识和资格的个人替换该供应商关键人员实施作业;
  - 如果买方提出要求, 确保适当的供应商关键人员出席会议。
- 16.4. 供应商有责任监督供应商人员, 并承担与供应商的任何人员的任何工业行动之相关的任何争议、延误、中断或效率低下的风险, 无论该工业行动是否由作业引起或与之相关。

- 16.5. The *Supplier* shall not subcontract the whole or any part of the *Work* without obtaining the prior written consent of the *Purchaser* and shall remain responsible for all acts, defaults, negligence and omissions of its *Subcontractors* at all times irrespective of whether the *Purchaser* has given consent.
- 17. Relationship between the Parties**
- 17.1. Nothing in this *Contract* is intended to:
- create an agency, partnership, joint venture or fiduciary relationship between the *Purchaser* and the *Supplier*; or
  - have the effect of making any of the *Supplier's Personnel* the employees of the *Purchaser*.
- 17.2. The *Supplier* shall pay all applicable salaries, leave entitlements, taxes, social security insurance and workers' compensation insurance for the *Supplier's* employees.
- 18. The Purchaser's property**
- 18.1. The *Purchaser* may from time to time supply goods and materials ("**Purchaser's Material**") to the *Supplier* to be incorporated into the *Work*. Legal title to and property in all *Purchaser's Material* supplied by the *Purchaser* for the *Work* shall remain with the *Purchaser* and shall not pass to the *Supplier* under any circumstances. The *Supplier* shall only use the *Purchaser's Material* to perform the *Work* and for no other purpose and bears the risk of loss, damage or deterioration to it. The *Supplier* shall store and take appropriate care of the *Purchaser's Material* and compensate the *Purchaser* for all *Loss* sustained by the *Purchaser* if any *Purchaser's Material* is lost or damaged or deteriorates. The *Supplier* must deliver the *Purchaser's Material* to the *Purchaser* upon request by the *Purchaser*.
- 18.2. All drawings, specifications, information and samples provided by the *Purchaser* shall remain the *Purchaser's* sole and exclusive property and is deemed to be Confidential Information. the *Purchaser* makes no warranties regarding the accuracy of, and shall not be liable for, any defects, mistakes or inaccuracies in such documents, information or samples.
- 19. Not Used**
- 20. Confidentiality**
- 20.1. Both parties shall:
- keep confidential, and not use, access, copy or disclose any *Confidential Information* except as permitted by this clause 20 or otherwise consented to by the *Disclosing Party* in writing; and
  - immediately notify the *Disclosing Party* if the *Receiving Party* becomes aware of any loss or unauthorised use, access, copying, disclosure or publication of any Confidential Information.
- 20.2. Both parties may, to the extent necessary, use *Confidential Information* for the purposes of performing its obligations or exercising its rights arising under this *Contract*.
- 20.3. The *Supplier* may disclose *Confidential Information* to the *Supplier's Personnel* who have a specific need to access that *Confidential Information* for the purposes of enabling the *Supplier* to perform its obligations or exercise its rights arising under this *Contract* provided that:
- the *Supplier's Personnel* have first been made aware of the terms upon which the *Confidential Information* has been disclosed to the *Supplier* and a duty to handle such *Confidential Information* in confidence is imposed upon the *Supplier's Personnel*;
  - the *Supplier* ensures that the *Supplier's Personnel* comply with the terms of this clause 20 as if they were parties to this *Contract*; and
  - any breaches of this clause 20 by the *Supplier's Personnel* shall be deemed to be breaches by the *Supplier*.
- 20.4. The *Purchaser* may disclose the *Confidential Information* to the *Purchaser's Personnel*, its *Associated Companies* and its *Associated Companies' personnel* as it deems reasonably necessary.
- 20.5. The confidentiality obligations in this clause 20 do not apply to *Confidential Information* which:
- is or becomes public knowledge other than as a result of a breach of confidence;
  - is lawfully obtained by the *Receiving Party* from a third party without any confidentiality obligation (other than as a result of a breach of confidence);
  - is independently developed by the *Receiving Party* without reference to any obtained Confidential Information; or
  - the *Receiving Party* is required to disclose to comply with any applicable Law, legally binding court order, request by a governmental agency or under the rules of a stock exchange.
- 20.6. If any Laws require that *Confidential Information* be passed on to public bodies for the purpose of obtaining approvals and permits, the *Receiving Party* shall do everything reasonably within the *Receiving Party's* power to ensure that such *Confidential Information* is also treated confidentially by such public bodies.
- 20.7. The *Purchaser* may at any time request the *Supplier* to either destroy or return to the *Purchaser* all *Confidential Information* received from the *Purchaser*. The *Supplier* shall destroy or return the *Confidential Information* (and all copies of such Confidential Information) to the *Purchaser* within 14 days after receipt of the *Purchaser's* request.
- 20.8. The obligations in relation to Confidential Information shall survive the expiration or earlier termination of this *Contract*.
- 21. IP Rights**
- 21.1. Except to the extent otherwise agreed between the *Purchaser* and the *Supplier* in writing, nothing in this *Contract* operates to transfer ownership of any *Background IP Rights* from either *Party* or any third party to the other *Party*. All such *Background IP Rights* are and remain owned
- 16.5. 未经买方事先书面同意, 供应商不得将全部或部分作业分包, 且应始终对其分包商的所有行为、违约、疏忽和不作为负责, 无论买方是否已同意。
- 17. 双方之间的关系**
- 17.1. 本合同无意:
- 在买方与供应商之间建立代理、合伙、合资或信托关系; 或
  - 使供应商的任何人员成为买方的雇员。
- 17.2. 供应商应为其雇员支付所有适用的工资、假期待遇、税费、社会保险和工伤保险。
- 18. 买方财产**
- 18.1. 买方可以不时向供应商提供货物和材料 ("**买方材料**") 以纳入作业当中。买方为作业提供的所有买方材料的合法所有权和财产权归买方所有, 在任何情况下均不会转让给供应商。供应商应将买方材料用于实施作业, 不得用于其他目的, 并承担其丢失、损坏或变质的风险。供应商应妥善保管和照料买方材料, 并在买方材料遗失、损坏或变质的情况下赔偿买方遭受的所有损失。供应商必须在买方提出要求时向买方移交买方材料。
- 18.2. 买方提供的所有图纸、规格、信息和样品应为买方独有和排他的财产, 并被视为机密信息。买方不保证该等文件、信息或样品的准确性, 也不对该等文件、信息或样品中的任何缺陷、错误或不准确性承担任何责任。
- 19. 未使用**
- 20. 保密**
- 20.1. 双方应:
- 对任何机密信息保密, 不得使用、访问、复制或披露任何机密信息, 除非本第20条允许或披露方书面同意; 且
  - 如果接收方发现任何机密信息丢失或被擅自使用、访问、复制、披露或公布, 应立即通知披露方。
- 20.2. 在必要的范围内, 双方均可作为履行义务或行使本合同项下的权利而使用机密信息。
- 20.3. 供应商可以为履行其义务或行使其在本合同项下的权利之目的, 向有特殊需要获取机密信息的供应商人员披露机密信息, 但前提是:
- 供应商人员首先知悉向供应商披露机密信息的条款, 且供应商人员负有以保密方式处理该等机密信息的义务;
  - 供应商确保其人员遵守本第20条的条款, 如同该等人员为本合同的当事人; 且
  - 供应商人员违反本第20条的任何行为应视为供应商的违约行为。
- 20.4. 买方可在其认为合理必要的情况下, 向买方人员、其关联公司及其关联公司人员披露机密信息。
- 20.5. 本第20条规定的保密义务不适用于以下机密信息:
- 为公众所知或成为公众所知的, 因违反保密规定造成的除外;
  - 接收方在不承担任何保密义务的情况下从第三方合法获得的 (因违反保密规定而获得的除外);
  - 由接收方独立、未参考任何已获得的机密信息而开发的; 或
  - 接收方为遵守任何适用法律、具有法律约束力的法院命令、政府机构的要求或证券交易所的规则而必须披露的。
- 20.6. 如果任何法律要求将机密信息传递给公共机构以获得批准和许可, 则接收方应在其权力范围内尽一切合理努力, 确保此类机密信息也得到此类公共机构的保密处理。
- 20.7. 买方可随时要求供应商销毁或归还从买方收到的所有机密信息。供应商应在收到买方要求后 14 天内将机密信息 (及该等机密信息的所有副本) 销毁或退还给买方。
- 20.8. 关于机密信息的义务在本合同期满或提前终止后继续有效。
- 21. 知识产权**
- 21.1. 除买方和供应商另有书面约定外, 本合同的任何条款均没有规定将任何背景知识产权的所有权从任何一方或任何第三方转移至另一方。所有该等背景知识产权归相关的一方或第三方所有。供应商授

- by the relevant *Party* or third party. The *Supplier* grants the *Purchaser* an irrevocable, non-exclusive, perpetual, transferable, worldwide royalty-free licence to use *Background IP Rights* in connection with the *Work* and for the use, repair, maintenance, upgrade or modification of the *Products*.
- 21.2. Unless otherwise agreed by the *Parties* in writing and subject to clause 21.1, the *Supplier*:
- assigns to the *Purchaser* free from all encumbrances all *IP Rights* specifically created by the *Supplier* or the *Supplier's Personnel* for the *Purchaser* in connection with the *Work*; and
  - acknowledges that by virtue of this clause 21.2 all such *IP Rights* vest in the *Purchaser* upon their creation, and the *Supplier* shall, at its cost, do all things reasonably requested by the *Purchaser* to enable the *Purchaser* to assure further the rights assigned under this clause 21.2, including executing (and procuring the *Supplier's Personnel* to execute) any formal assignment or other documents required to give effect to this clause 21.2 and to provide all reasonable assistance to the *Purchaser* to protect the *Purchaser's* interests.
- 21.3. The *Supplier* must disclose to the *Purchaser* any significant material which the *Supplier* and/or the *Supplier's Personnel* create in the course of performing the *Work* at the time of its creation.
- 21.4. The *Supplier* represents and warrants that the *Products* do not contain any *Open Source Software* other than as disclosed by the *Supplier* to the *Purchaser* in accordance with this clause 21.4. If any *Products* contain *Open Source Software*, the *Supplier* shall deliver to the *Purchaser*:
- a list of all *Open Source Software* to be provided by the *Supplier* (indicating the correct version number) and the relevant *Open Licence Terms*;
  - a complete copy of all *Open Licence Terms*; and
  - the source code and build scripts for each version of the relevant *Open Source Software*.
- 21.5. Where the *Work* consists of any software component, the *Supplier* undertakes to supply the *Purchaser* with all future updates of the software and allow the *Purchaser* to copy them to those of its customers who hold an original version. The *Supplier* shall provide the *Purchaser* with such technical advice, assistance, data and documentation, including source code where necessary, to enable the *Purchaser* to maintain the software if it so wishes.
- 21.6. The *Purchaser's* use of material provided by the *Supplier* under this *Contract* includes the *Purchaser's* right to reproduce, publish, copy, adapt, communicate to the public, destroy or in any way change the materials (or any part):
- with or without attribution of authorship;
  - in any medium; and
  - in any context and in any way it deems fit.
- 21.7. The *Supplier* warrants that:
- the *Supplier* is authorized to grant the rights granted under this clause **Error! Reference source not found.** to its customers 21.2; and
  - the possession and use of the *Products* by the *Purchaser* and/or its customer in accordance with this *Contract* will not infringe any third party's *IP Rights* (including any author's moral rights under the Copyright Act) and will not result in any royalties fees or other amounts (not agreed to by the *Purchaser*) becoming payable for or relating to the use of such *IP Rights*.
- 21.8. The *Supplier* shall at the *Purchaser's* option and at the *Supplier's* expense either replace any infringing *Product* with a non-infringing *Product*, or modify such *Product* so as to render it to be non-infringing (in either case, to deliver the same functionality and performance as the infringing part), or procure for the *Purchaser* the right to use such *Product*.
- ## 22. Indemnity and Liability
- 22.1. The *Supplier* indemnifies and keep indemnified the *Purchaser* and the *Purchaser's Personnel* from and against all *Loss* and *Claims*, suffered or incurred by the *Purchaser* and the *Purchaser's Personnel* to the extent caused or contributed to by:
- the performance or non-performance of the *Work* or any act, omission or negligence by the *Supplier* or the *Supplier's Personnel*; or
  - any *Claim* by a third party and/or *Loss* otherwise suffered by the *Purchaser* and the *Purchaser's Personnel* arising out of or in connection with the performance or non-performance of the *Work* or any act, omission or negligence by the *Supplier* or the *Supplier's Personnel* including any *Loss* or *Claim* arising out of:
    - breach of contract or warranty;
    - breach of any *Laws*;
    - personal injury, disease, illness and/or death;
    - loss of or damage to property;
    - tort (including negligence), fraudulent or wilful misconduct; or
    - breach of confidentiality, infringement of third party *IP Rights* or infringement of any author's moral rights but the indemnity shall be reduced proportionately to the extent that the *Loss* or *Claim* by the *Supplier* or the *Supplier's Personnel* was caused by the negligence of the *Purchaser* and the *Purchaser's Personnel*.
- 22.2. The indemnity under clause 22.1 shall survive the expiration or earlier termination of this *Contract*.
- 22.3. Except to the extent that liability cannot be legally limited or excluded:
- the *Purchaser's* total liability arising out of or in relation to this *Contract* shall not exceed the *Contract Price*; and
  - the *Purchaser* shall not be liable for indirect or consequential *Loss* or damage, economic loss, loss of profit, loss of revenue, loss of contract, loss of production or production stoppage, or loss of data,
- 21.2. 除非双方另有书面约定, 在不违反第 21.1 条的前提下, 供应商:
- 向买方转让由供应商或供应商人员特别为买方创造的与作业有关的所有知识产权, 且不受任何抵押权的限制; 并且
  - 承认根据本第 21.2 条, 所有该等知识产权一经产生即归属于买方, 且供应商应自费做买方合理要求的所有事情以进一步确保根据本第 21.2 条所转让的权利, 包括签署 (并促使供应商人员签署) 为使本第 21.2 条发生效力所需的任何正式转让或其他文件, 并向买方提供一切合理的协助以保护买方的利益。
- 21.3. 供应商必须在创作时向买方披露供应商和/或供应商人员在实施作业的过程中创作的任何重要资料。
- 21.4. 供应商声明并保证, 除供应商根据本第 21.4 条向买方披露的内容外, 产品不包含任何开放源代码软件。如果任何产品包含开放源代码软件, 供应商应当向买方提交:
- 一份由供应商提供的所有开放源代码软件的清单 (注明正确的版本号) 以及相关的开放许可条款;
  - 所有开放许可条款的完整副本; 以及
  - 相关开放源代码软件各版本的源代码和构建脚本。
- 21.5. 如果作业包含任何软件部分, 供应商承诺向买方提供该软件的所有未来更新, 并允许买方将其复制给其持有原始版本的客户。供应商应向买方提供必要的技术咨询、协助、数据和文件, 包括源代码, 以使买方能够按其意愿维护该软件。
- 21.6. 买方对供应商根据本合同提供的材料的使用包括买方复制、出版、拷贝、改编、向公众传播、销毁或以任何方式改变材料 (或任何部分) 的权利:
- 无论是否注明作者;
  - 以任何媒介; 以及
  - 在任何情况下, 以任何其认为合适的方式。
- 21.7. 供应商保证:
- 供应商有权向其客户授予根据本第 **Error! Reference source not found.** 条授予的权利; 且
  - 买方和/或其客户根据本合同拥有和使用产品不会侵犯任何第三方的知识产权 (包括《著作权法》规定的任何作者的精神权利), 也不会导致因使用此类知识产权或使用此类知识产权有关而应支付未经买方同意的任何版权费用或其他款项。
- 21.8. 供应商应当根据买方的选择并在供应商承担费用的情况下, 以非侵权产品替换任何侵权产品, 或者修改该等产品以使其成为非侵权产品 (在任一情况下, 提供与侵权部分相同的功能和性能), 或者为买方取得使用该等产品的权利。
- ## 22. 赔偿与责任
- 22.1. 供应商应补偿并持续补偿因以下原因造成或促成买方及买方人员蒙受或招致的所有损失和索赔:
- 履行或不履行作业, 或供应商或供应商人员的任何作为、不作为或疏忽; 或
  - 第三方提出的任何索赔或买方及买方人员以其他方式蒙受的损失, 且是由履行或不履行作业或由供应商或供应商人员的任何行为、不作为或疏忽引起或与之有关, 包括由以下原因引起的任何损失或索赔:
    - 违反合同或保证;
    - 违反任何法律;
    - 人身伤害、疾病和/或死亡;
    - 财产损失或损坏;
    - 侵权行为 (包括过失)、欺诈或故意不当行为; 或
    - 违反保密规定、侵犯第三方知识产权或侵犯任何作者的精神权利, 但如果供应商或供应商人员的损失或索赔是由买方及买方人员的疏忽造成的, 则补偿金额应按比例减少。
- 22.2. 第 22.1 条规定的赔偿在本合同期满或提前终止后继续有效。
- 22.3. 除非不能合法地限制或排除责任, 否则:
- 由本合同引起的或与本合同有关的买方责任总额不得超过合同价格; 并且
  - 对于间接损失或损害、经济损失、利润损失、收入损失、合同损失、生产损失或停产、或数据丢失, 买方不承担任何责任,

and this limitation and exclusion of liability applies whether the liability Claim is based upon breach of contract, tort (including negligence), under a warranty or an indemnity, under statute, in equity or otherwise.

## 23. Insurance

- 23.1. Before commencing any *Work*, the *Supplier* shall effect with a reputable insurer all insurances to adequately cover the *Supplier* and the *Supplier's Personnel* under this *Contract*, including:
- a public and products liability policy which provides coverage for an amount of not less than ¥ 10 million per occurrence or such other amount as agreed in writing between the *Parties*;
  - (if any construction work will be performed on *Site* by the *Supplier*) a contract works insurance policy covering loss of or damage to the *Work*;
  - (if the *Work* includes any consulting or design) a professional indemnity insurance policy for an amount of not less than ¥ 5 million per occurrence, to be maintained for 6 years following the *Date of Final Completion* or such other amount and time period as may be agreed in writing between the *Parties*;
  - comprehensive motor vehicle insurance in respect of any vehicle used by the *Supplier* and the *Supplier's Personnel* in performing the *Work*;
  - workers' compensation insurance to cover the *Supplier's* statutory and common law liability to persons engaged by the *Supplier* to perform the *Work* which insurance policy will comply with the *Laws* applicable in the location where the *Work* is to be performed; and
  - any other insurance which is required by *Law* to be effected.
- 23.2. The public and products liability policy and the contract works policy (if any) must name the *Purchaser* as an additional insured and include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured.
- 23.3. All insurance policies shall be on terms and with an insurer reasonably acceptable to the *Purchaser*. The *Supplier* shall provide the *Purchaser* with certificates of currency evidencing the above insurance requirements and details of the insurance cover before commencing any *Work* and at other times within 5 Business Days after receiving a request from the *Purchaser* to do so.
- 23.4. Without prejudice to any other rights or remedies, if the *Supplier* fails to take out and maintain the required insurances, the *Purchaser* may effect them and the cost of such insurance shall become a debt due and payable from the *Supplier* to the *Purchaser*. the *Purchaser* may withhold any payment until evidence of insurance is provided by the *Supplier* in accordance with this clause 23.

## 24. Termination

- 24.1. If the *Supplier*:
- breaches clause 3(e) or clause 3(n);
  - commits an irremediable breach and/or any persistent breach of this *Contract*;
  - does not remedy any other breach of this *Contract* within 14 days of receiving a notice of breach requesting remedy of same;
  - fails or is reasonably foreseen to fail to achieve any *Delivery* within 7 days after the relevant *Date for Delivery*;
  - becomes unable to pay the *Supplier's* debts as and when they fall due, becomes bankrupt or has an administrator, controller, liquidator, provisional liquidator, mortgagee in possession, receiver, receiver and manager or other like officer appointed to it or over some or all of its assets or undertaking or experiences any analogous event having a substantially similar effect; or
  - experiences a substantial change to its legal or financial status, ownership structure, shareholders or management (which in the *Purchaser's* reasonable opinion makes it unreasonable to expect the *Purchaser* to remain bound by this *Contract*),
- then the *Purchaser* may, at its option and without prejudice to any other rights it may have, by notice in writing terminate this *Contract* in whole or part with immediate effect and retain or have recourse to any *Security*. The *Purchaser* may apply such *Security* to any *Loss* incurred by the *Purchaser* arising out of or in relation to such termination. The *Supplier* shall immediately refund any amounts paid by the *Purchaser* in respect of *Work* not yet performed under this *Contract* and, if requested to do so by the *Purchaser*, shall deliver to the *Purchaser* any *Work* completed in accordance with this *Contract*, as at the date of termination (subject only to payment of agreed costs, or failing agreement, direct costs and normal overheads for such *Work*).
- 24.2. The *Purchaser* may terminate this *Contract* at any time, for convenience, in whole or part, by providing at least 14 days' written notice to the *Supplier* and may thereafter either by itself or by a third party complete the uncompleted part of the *Work*. In the event of termination for convenience under this clause 24.2, the *Supplier* shall be entitled to payment of the following amounts, as its sole entitlement for compensation arising out of or in relation to such termination:
- the unpaid value of *Work* completed in accordance with this *Contract* prior to the date of termination;
  - any pre-approved expenses already incurred by the *Supplier* prior to the date of receipt of the notice of termination;
  - the cost of goods or materials reasonably ordered by the *Supplier* for the *Work* for which the *Supplier* is legally bound to accept and pay (subject to clear title and possession of such goods and materials being transferred to the *Purchaser* upon payment); and
  - the costs of demobilisation of the plant and equipment set up for the *Work*,

provided that such costs are unavoidable, substantiated to the *Purchaser* (in a written form reasonably requested by the *Purchaser*) and only to the extent that the *Supplier* cannot recover

而无论责任索赔是基于违约、侵权（包括过失）、保证或赔偿、法例规定、公平原则或其他原因，本责任限制和免责条款均适用。

## 23. 保险

- 23.1. 在开始任何 *作业*前，*供应商*应向信誉良好的保险公司投保所有保险，以充分保障本合同项下的*供应商*及*供应商人员*，包括：
- 公共和产品责任险，每次事故的保险金额不少于 1,000 万元，或双方书面约定的其他金额；
  - （如果*供应商*将在*场地*内进行任何建筑工程）涵盖*作业*损失或损坏的工程一切险；
  - （如果*作业*包括任何咨询或设计）专业赔偿保险，每次事故的保险金额不少于 500 万元，保险期为*实际最终完工之日*后 6 年，或双方书面商定的其他金额和期限；
  - 供应商*及*供应商人员*在执行工程中使用的任何车辆的机动车辆综合保险；
  - 工人赔偿保险，以承保*供应商*对其雇用以执行*作业*的人员的法定和普通法责任，该保险政策应符合*作业*执行地的适用法律；及
  - 法律规定必须投保的任何其他保险。
- 23.2. 公共和产品责任险以及工程一切险（如有）的保单必须将*买方*列为附加被保险人，并包括一项交叉责任条款约定保险人同意放弃对任何被保险人的一切代位求偿权或诉讼权。
- 23.3. 所有保险单的条款和保险人应为*买方*合理接受。*供应商*应在开始任何*作业*前，并在收到*买方*要求后的 5 个工作日内，向*买方*提供证明上述保险要求和保险范围细节的保险证书。
- 23.4. 在不损害任何其他权利或补救措施的前提下，如果*供应商*未按要求投保和维持保险，则*买方*可以代为进行投保，且该等保险费用应成为*供应商*到期应付*买方*的债务。*买方*可以扣留任何付款，直至*供应商*根据本第 23 条提供了保险证据。

## 24. 合同终止

- 24.1. 如果*供应商*:
- 违反第3(e)条或第3(n)条的规定；
  - 发生无法弥补的违约行为和/或任何持续违反本合同的行为；
  - 在收到要求补救违约的通知后 14 天内未对任何其他违反本合同的行为进行补救；
  - 任何*作业*交付未能或合理预见未能相关*计划*交付日期后 7 天内实现；
  - 无法支付*供应商*到期债务，破产，或被指定为其或其部分或全部资产或业务的管理人、控制人、清算人、临时清算人、占有抵押权人、接管人、接管和管理人或其他类似人任，或发生任何具有实质类似影响的事件；或
  - 其法律或财务状况、所有权结构、股东或管理层发生重大变化（*买方*合理地认为，该变化使得期望*买方*继续受本合同约束变得不合理），
- 则在不影响其可能拥有的任何其他权利的前提下，*买方*可选择以书面通知即时解除本合同的全部或部分，并保留或追究任何*担保*。*买方*可将该等*担保*用于支付*买方*因该等解除而产生的或与之有关的任何损失。*供应商*应立即退还*买方*在本合同项下尚未履行的*作业*所支付的任何款项，并且，如果*买方*提出要求，*供应商*应向*买方*交付截至终止之日按照本合同规定完成的任何*作业*（仅需支付约定的费用，如无约定，则需支付该等*作业*的直接成本和正常管理费用）。
- 24.2. *买方*可以在任何时候无需任何理由向*供应商*发出至少 14 天的书面通知，全部或部分解除本合同，并可以在此后自行或由第三方完成未完成部分的*作业*。在根据本第 24.2 条无需理由而终止合同的情况下，*供应商*应有权获得以下金额的付款，作为其因合同解除或与之有关的补偿的唯一权利：
- 解除日前根据本合同完成的*作业*的未付价值；
  - 供应商*在收到解除通知之日前已发生的任何预先批准的费用；
  - 供应商*为*作业*合理订购的货物或材料的费用，且*供应商*依法有义务接受并支付该等货物或材料（但该等货物或材料的清晰的所有权和占有权须在付款后转移给*买方*）；及
  - 为*作业*而设置的实施和设备的拆迁费用，

只要该等费用是不可避免的，并向*买方*提供了证据（以*买方*合理要求的书面形式），且仅在*供应商*无法收回或减轻该等费用的范围内，

- or mitigate such costs, but in no event shall such amounts exceed the *Contract Price* that would have otherwise been paid to the *Supplier* under this *Contract* but for the *Purchaser* termination and the *Purchaser* shall have no further liability to the *Supplier* in respect of the termination.
- 24.3. If this *Contract* is terminated by the *Purchaser* in accordance with this clause 24:
- the *Supplier* must immediately return all of the *Purchaser's Material* and the *Purchaser's Confidential Information* to the *Purchaser*; and
  - any *Security* held by the *Purchaser* under this *Contract* may be retained by the *Purchaser* until all of the *Supplier's* obligations are fulfilled and may also be applied against any *Loss* suffered by the *Purchaser* as a result of a breach by the *Supplier*.
- 25. Dispute Resolution**
- 25.1. If any dispute or difference occurs between the *Parties* arising out of or in relation to this *Contract* ("**Dispute**"), either *Party* may give written notice of that *Dispute* to the other *Party*, giving details of the subject-matter of the *Dispute* ("**Notice of Dispute**").
- 25.2. Upon the giving of a *Notice of Dispute*, the following shall apply:
- both *Parties* shall attempt to resolve the *Dispute* by negotiation;
  - if a *Dispute* is not resolved within 42 days of the giving of the *Notice of Dispute*, either *Party* may submit the *Dispute* to arbitration in accordance with the Summary Procedure under the Arbitration Rules of the China International Economic and Trade Arbitration Commission, with the seat of arbitration to be Beijing and the language of arbitration to be Chinese. The award of the arbitration shall be final and binding on both *Parties*.
- 25.3. A reference to arbitration under this clause 25 shall not relieve the *Supplier* of any obligations under this *Contract*, including, if and so far as is reasonably practicable, the obligation to take steps necessary during arbitration proceedings to ensure that the progress of this *Contract* will be maintained.
- 25.4. Nothing in this clause 25 shall prejudice the right of a *Party* to seek urgent injunctive or declaratory relief in respect of a *Dispute* under this clause 25 or any matter arising out of or in connection with this *Contract*.
- 26. Occupational Health, Safety and the Environment**
- 26.1. The *Supplier* is responsible for the management of health, safety and environmental issues during its performance of this *Contract*. The *Supplier* shall take all reasonable precautions to protect persons and the environment and without limiting the foregoing shall comply with and ensure that the *Supplier's Personnel* comply with all applicable *Laws* and *Policies* relating to health, safety and the environment.
- 26.2. Without limiting any other provision or obligation under this *Contract*, the *Supplier* shall use its best endeavours to ensure that workplaces (including the *Supplier's Facilities*) used to perform any part of the *Work* are safe, adequately managed and to the extent reasonably practicable, are free from risks to health, safety and the environment. In doing so, the *Supplier* shall ensure that:
- it has implemented a safety and environmental management system complying with ISO14001 (or an equivalent standard);
  - it prepares all applicable safe work method statements for the *Work* which describe how the *Work* is to be performed and equipment used and which identify: (i) the activities assessed as having safety and environmental risks and the control measures that will be applied to such risks; (ii) the standards or codes to be complied with; (iii) the qualifications of the *Supplier's Personnel* required to do the *Work*; and (iv) the training required to do the *Work*;
  - the *Work* is adequately supervised at all times to ensure workplace health and safety and protection of the environment;
  - all of the *Supplier's Personnel* under the *Supplier's* control are qualified, have undertaken the relevant training for the *Work* and hold relevant current qualifications, licences, permits, authorisations, competencies and certifications in accordance with applicable *Laws*;
  - all *Supplier Personnel* are provided with all relevant information, tools, plant, equipment and instruction to ensure safe performance of the *Work*;
  - all plant, equipment and substances used in performing the *Work* are safe and limit, as far as reasonably practicable, risks to health, safety and the environment (when properly used);
  - it conducts its operations in a manner that protects the environment and prevents pollution;
  - to the extent reasonably practicable, it avoids the use of environmentally harmful materials or substances (and if such use is unavoidable, it stores, uses and disposes of the same in accordance with the *Law*); and
  - it notifies the *Purchaser* if the *Supplier* considers that more environmentally friendly materials, packaging or methods of manufacture exist.
- 26.3. The *Purchaser* may, upon reasonable notice to the *Supplier*, review the *Supplier's* compliance with this clause 26 and the *Supplier* shall co-operate with any reasonable requests of the *Purchaser* in connection with such review.
- 26.4. If the *Supplier* is supplying any *Products*, with any components listed in the "List of Declarable Substances" published in the website <https://echa.europa.eu> currently valid at the time of the order or which are subject to substance restrictions and/or information requirements imposed by applicable *Law* (e.g. REACH, RoHS), the *Supplier* shall declare such substances in accordance with the applicable *Law* and in the IntegrityNext website (<http://integritynext.com>) (or any other website or platform as may be specified by the *Purchaser*) together with the required information before the *Date of Delivery* of such *Products*.
- 但在任何情况下, 该等金额不得超过在买方终止合同的情况下根据本合同本应向供应方的合同价格, 且买方对供应方不需就合同解除承担任何进一步责任。
- 24.3. 如果本合同被买方根据本第 24 条解除, 则:
- 供应商必须立即向买方退还所有买方材料和买方机密信息; 以及
  - 买方根据本合同特有的任何担保可由买方保留直至供应商的所有义务均已履行, 并可用于抵偿买方因供应商违约而遭受的任何损失。
- 25. 争端解决**
- 25.1. 如果双方之间发生由本合同引起或与本合同有关的任何争端或分歧 ("争端"), 任一方均可向另一方发出书面争端通知, 并详细说明争端事项 ("争端通知")。
- 25.2. 争端通知发出后, 应适用以下规定:
- 争端应提交买方代表和供应商代表进行谈判;
  - 如果争端在争端通知发出后 42 天内仍未解决, 任何一方均可根据中国国际经济贸易仲裁委员会仲裁规则下的简易程序将争端提交仲裁, 仲裁地为北京, 仲裁语言为中文。仲裁裁决应为终局裁决, 对双方均具有约束力。
- 25.3. 根据本第 25 条提请仲裁不应免除供应商在本合同项下的任何义务, 包括在合理可行的情况下, 在仲裁程序期间采取必要措施确保本合同进度得以维持的义务。
- 25.4. 本第 25 条的任何规定均不影响一方根据本第 25 条就争端或由本合同引起或与本合同有关的任何事项寻求紧急禁令或宣告性救济的权利。
- 26. 职业健康、安全与环境**
- 26.1. 供应商负责在履行本合同期间管理健康、安全和环境问题。供应商应采取一切合理的预防措施保护个人和环境, 且在不限前述规定的前提下, 遵守并确保供应商的人员遵守与健康、安全和环境有关的所有适用法律和规章制度。
- 26.2. 在不限本合同项下任何其他规定或义务的前提下, 供应商应尽其最大努力确保用于执行任何部分作业的工作场所 (包括供应商设施) 是安全的、管理完善的, 并在合理可行的范围内不存在健康、安全和环境风险。为此, 供应商应确保:
- 其已实施符合 ISO14001 (或同等标准) 的安全和环境管理体系;
  - 为作业准备所有适用的安全工作方法说明, 其中描述如何进行作业和使用设备, 并确定: (i) 被评估为具有安全和环境风险的活动, 以及将适用于此类风险的控制措施; (ii) 应遵守的标准或规范; (iii) 进行作业所需的供应商人员的资格; 以及 (iv) 进行作业所需的培训;
  - 作业在任何时候均受到充分监督, 以确保工作场所的健康、安全和环境保护;
  - 供应商控制下的所有供应商人员均符合资格, 已接受作业所需的相关培训, 并根据适用法律持有当前相关的资格、执照、许可、授权、能力和认证;
  - 向所有供应商人员提供所有相关信息、工具、设施、设备和指示, 以确保作业的安全进行;
  - 执行作业时使用的所有设施、设备和物质都是安全的, 并在合理可行的范围内限制对健康、安全和环境造成的风险 (在正确使用情况下);
  - 其以保护环境和防止污染的方式运作;
  - 在合理可行的范围内, 避免使用对环境有害的材料或物质 (如果该等使用不可避免, 则应依法储存、使用和处置该等材料或物质); 及
  - 如供应商认为存在更环保的材料、包装或制造方法, 则通知买方。
- 26.3. 在向供应商发出合理通知后, 买方可以对供应商遵守本第 26 条的情况进行审查, 供应商应配合买方就该等审查提出的任何合理要求。
- 26.4. 如果供应商供应的任何产品含有任何物质列于发布在 <https://echa.europa.eu> 网站上于订货之时有效的 "须申报物质清单" 内或受适用法律 (如 REACH, RoHS 等) 规定的物质限制和/或信息要求所管束, 供应商应在该等产品的实际交付之日前根据适用法律并在 IntegrityNext 网站 (<http://integritynext.com>) (或买方指定的其他网站或平台) 上申报该等物质及相关要求信息。

- 26.5. If requested by the *Purchaser* acting reasonably, the *Supplier* shall act as the contractor (as that term or its equivalent is used in the relevant work health and safety *Laws* in Mainland China), at a *Site* in which case the *Supplier* must comply with the following:
- complete all forms and attend to all statutory requirements;
  - pay all fees and charges payable under the applicable health and safety *Laws* in connection with the execution and performance of the *Work*;
  - comply with its obligations as principal contractor at the *Supplier's* own cost; and
  - accept that it is the person responsible for the *Work* and is doing or causing to be done, all of the *Work* at the *Site* for the purposes of the applicable health and safety *Laws*.
27. **Corporate Responsibility in the Supply Chain**
- 27.1. The *Supplier* shall comply with the principles and requirements of the *Code of Conduct*.
- 27.2. The *Purchaser* and its authorised agents and representatives and/ or a third party appointed by the *Purchaser* and reasonably acceptable to the *Supplier* may conduct inspections (including at the *Supplier's* Facilities) in order to verify the *Supplier's* compliance with the *Code of Conduct*. The *Supplier* shall reasonably co-operate in any inspections conducted. Each *Party* shall each bear its own expenses in connection with such inspections.
- 27.3. The *Supplier* undertakes to comply with all applicable provisions of the modern slavery legislation. If requested by the *Purchaser*, the *Supplier* shall provide the *Purchaser* with any information that is required to enable the *Purchaser* to make annual public reports on its actions to assess and address modern slavery risks in its operations and supply chains.
28. **Security in the Supply Chain**
- 28.1. The *Supplier* shall take all necessary measures to ensure security in the supply chain in accordance with the requirements of internationally recognised initiatives based on the WCO SAFE Framework of Standards (eg AEO, C-TPAT) (including implementing measures to ensure the security of: (a) all premises used in connection with the *Work*; (b) packaging; (c) transportation; (d) information; and (e) the *Supplier's* Personnel).
- 28.2. The *Supplier* shall protect the *Products* to be supplied under this *Contract* against unauthorised access and manipulation.
- 28.3. The *Supplier* shall only engage reliable *Personnel* to perform the *Work* and shall ensure that all of the *Supplier's* *Personnel* effect equivalent security measures.
29. **Cybersecurity**
- 29.1. The *Supplier* shall take appropriate organisational and technical measures to ensure the confidentiality, authenticity and integrity of *Supplier's* operations in accordance with good industry practice and shall implement an appropriate information security management system.
- 29.2. Should the *Products* or the *Services* contain software, firmware, or chipsets, the *Supplier* shall:
- implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in the *Products* and *Services*;
  - continue to support and provide services to repair, update, upgrade and maintain the *Products* and the *Services* including the provision of patches to the *Purchaser* remedying vulnerabilities for the reasonable lifetime of the *Products* and the *Services*;
  - provide to the *Purchaser* a bill of materials identifying all third party software components contained in the *Products* and the *Services* and third party software shall be up-to-date at the time of Delivery;
  - grant to the *Purchaser* the right, but the *Purchaser* shall not be obliged, to test or have tested the *Products* for malicious code and vulnerabilities at any time, and shall adequately support the *Purchaser*; and
  - provide the *Purchaser* with a contact for all information security related issues (available during business hours).
- 29.3. The *Supplier* shall:
- promptly report to the *Purchaser* all relevant information security incidents occurred or suspected and vulnerabilities discovered in any *Supplier's* operations, if and to the extent the *Purchaser* is or is likely to be materially affected; and
  - take appropriate measures to achieve that its Subcontractors shall, within a reasonable time, be bound by obligations similar to the provisions of this clause 29.
- 29.4. Upon the *Purchaser's* request, the *Supplier* shall provide written evidence of its compliance with this clause 29 including generally accepted audit reports.
30. **Force Majeure**
- 30.1. If a *Force Majeure Event* prevents a *Party* from complying with any of its obligations under this *Contract*, then it shall notify the other *Party* of that *Force Majeure Event* and shall specify the obligations which are or will be prevented from being performed. The notice shall be given within 14 days after the *Party* became aware (or should have become aware) of the *Force Majeure Event*.
- 30.2. Once a *Party* has notified the other *Party* in accordance with clause 30.1, it shall be excused from performing the affected obligations for so long as the *Force Majeure Event* prevents it from performing them.
- 30.3. Each *Party* shall:
- at all times use all reasonable endeavours to minimise any delay in the performance of this *Contract* arising as a result of a *Force Majeure Event*; and
  - notify the other *Party* when it ceases to be affected by a *Force Majeure Event*.
- 26.5. 如果买方合理地提出要求，供应商应作为施工单位（以该术语或其在中国大陆相关工作健康和安全生产法律中的等同用语）在某一场地行事，在此情况下，供应商必须遵守以下规定：
- 填写所有表格并遵守所有法定要求；
  - 支付根据适用的健康和安全生产法律应支付的与执行和履行作业相关的所有费用和收费；
  - 自费履行其作为总承包商的义务；且
  - 认可其为作业的责任人，并为适用的健康和安全生产法律的目的，在场地进行或安排进行所有作业。
27. **供应链中的企业责任**
- 27.1. 供应商应遵守行为守则下的原则和要求。
- 27.2. 买方及其授权代理人 and 代表以及（或）由买方指定并被供应商合理接受的第三方可以进行检查（包括在供应商设施内），以核实供应商遵守本行为准则的情况。供应商应合理配合所进行的任何检查。每一方应各自承担与上述检查有关的费用。
- 27.3. 供应商承诺遵守现代奴隶制立法的所有适用条款。如买方提出要求，供应商应向买方提供所需的任何信息，以使买方能够就其评估和应对其运营和供应链中的现代奴隶风险的行动编制年度公开报告。
28. **供应链安全**
- 28.1. 供应商应根据基于世界海关组织《全球贸易安全与便利标准框架》的国际公认倡议（如 AEO、C-TPAT）的要求，采取一切必要措施确保供应链的安全（包括采取措施确保：(a) 与作业有关的所有场所；(b) 包装；(c) 运输；(d) 信息；以及 (e) 供应商人员）。
- 28.2. 供应商应保护根据本合同将要提供的产品，防止未经授权的访问和操纵。
- 28.3. 供应商应仅聘用可靠的人员实施作业，并确保供应商的所有人员采取同等的安全措施。
29. **网络安全**
- 29.1. 供应商应采取适当的组织和技术措施，确保供应商的运作的保密性、真实性和完整性符合良好的行业惯例，并应实施适当的信息安全管理系统。
- 29.2. 如果产品或服务包含软件、固件或芯片组，供应商应：
- 实施适当的标准、流程和方法，以预防、识别、评估和修复产品和/或服务中的任何漏洞、恶意代码和安全事件；
  - 在产品和服务的合理使用寿命内，继续就维修、更新、升级和维护产品和服务提供支持和服务，包括向买方提供修补程序以弥补漏洞；
  - 向买方提供一份材料清单，标明产品中包含的所有第三方软件组件，第三方软件在交付时应是最新的；
  - 授予买方在任何时候对产品进行恶意代码和漏洞测试或测试的权利（但买方没有义务这样做），并应为买方提供充分的支持；以及
  - 为买方提供一名联系人（工作时间内应可联系到），负责处理所有与信息相关的问题。
- 29.3. 供应商应：
- 在买方受到或可能受到重大影响的情况下，及时向买方报告所发生或怀疑发生的所有相关信息安全事件以及在供应商的运作中发现的任何漏洞；以及
  - 采取适当措施，使其分包商在合理时间内受与本第29条规定类似的义务的约束。
- 29.4. 应买方要求，供应商应提供其遵守本第 29 条规定的书面证据，包括公认的审计报告。
30. **不可抗力**
- 30.1. 如果不可抗力事件使一方无法履行其在本合同项下的任何义务，则该一方应将不可抗力事件通知另一方，并应具体说明已被阻止或将被阻止履行的义务。通知应在一方知悉（或本应知悉）不可抗力事件后 14 天内发出。
- 30.2. 一旦一方根据第 30.1 条通知了另一方，只要不可抗力事件使其无法履行受影响的义务，该一方就可以免于履行这些义务。
- 30.3. 各方应：
- 在任何时候均应尽一切合理努力，尽量减少因不可抗力事件而造成的履行本合同的任何延误；及
  - 在不再受不可抗力事件影响时通知另一方。



- 30.4. If a *Force Majeure Event* prevents a *Party* from complying with its obligations for more than 6 months, either *Party* may terminate this *Contract* by notice to the other *Party*. The accrued rights and remedies of each *Party* will not be affected by such termination.
31. **Notices**
- 31.1. Any formal notice or demand ("**Notice**") to be given or made under this *Contract*:
- must refer to this *Contract* and state the clause under which the *Notice* is given; and
  - must be given in writing and be delivered to the intended recipient by pre-paid post or by hand to the registered address of the recipient (or to such other address as notified by a *Party* to the other *Party* in accordance with this clause) and in the case of *Notices* to the *Purchaser*, must be directed to the attention of the *Purchaser's Representative*. The *Purchaser* may also deliver a *Notice* to the *Supplier* by pre-paid post, email or hand delivery to the *Supplier's Representative* or any other *Personnel* of the *Supplier* whom the *Purchaser* reasonably considers to have authority to receive the *Notice* on behalf of the *Supplier*.
- 31.2. Day-to-day communications may be made between the *Purchaser* and the *Supplier* by email.
- 31.3. Any *Notice* will be deemed to be delivered:
- if delivered in person, at the time of delivery;
  - if delivered by pre-paid post, 2 Business Days after the date of posting (if posted to an address in the same country) or 7 Business Days after the date of posting (if posted to an address in another country); and
  - if delivered by email (where allowed), at the time of entering the information system of the recipient's official corporate email address.
- 31.4. If a *Notice* is delivered or deemed to have been delivered on a day which is not a *Business Day* in the place to which the *Notice* is sent or is later than 4.00 pm (local time), it will be taken to have been delivered at 9.00 am (local time) on the next *Business Day* in that place.
32. **General**
- 32.1. This *Contract* may only be varied or amended in writing signed by both *Parties*.
- 32.2. If any part of this *Contract* is or becomes or is held to be illegal, invalid or unenforceable, then such part of the clauses of this *Contract* shall (to the extent necessary to avoid such illegality invalidity or unenforceability) be interpreted read down or severed without affecting the operation of the remaining clauses.
- 32.3. The *Supplier* shall not, without the prior written consent of the *Purchaser*, assign or otherwise transfer this *Contract* (or any part of it) to a third party. A change in control of the shareholding of the *Supplier* will be a deemed assignment for the purposes of this clause. the *Purchaser* may at any time assign or otherwise transfer this *Contract* (or any part of it) and must, within a reasonable time after such assignment or transfer notify the *Supplier*.
- 32.4. Unless otherwise agreed between the *Parties*, this *Contract* shall be governed by and construed in accordance with the Laws of P.R.China.
- 32.5. Unless otherwise provided in this *Contract*, the rights, powers and remedies provided to the *Purchaser* under this *Contract* are cumulative with and not exclusive of the rights, powers or remedies independently provided by *Law*.
- 32.6. The provisions of this *Contract* (and to the extent permitted by *Law* each *Security Interest*) remaining to be performed or capable of having effect after termination or expiry remain in full force and effect notwithstanding such termination or expiry. Termination or expiry of this *Contract* (however occurring) shall be without prejudice to any rights or obligations of the *Parties* arising on or prior to the date of termination or expiry.
- 32.7. Any consent or approval by the *Purchaser* required under this *Contract* may be given or withheld by the *Purchaser* in its absolute discretion unless this *Contract* states otherwise. the *Purchaser* may impose conditions upon the grant of any such consent or approval.
- 32.8. This *Contract* constitutes the entire agreement between the *Parties* as to its subject matter and the *Parties* acknowledge that there are no other understandings, agreements, or representations whether express or implied in any way relating to its subject matter.
- 32.9. No right under this *Contract* shall be deemed to have been waived by the *Purchaser* unless the waiver is in writing. Any such waiver will not prejudice the *Purchaser's* rights in respect of any subsequent breach by the *Supplier*.
- 32.10. Subject to any contrary provisions in this *Contract*, this *Contract* shall be binding upon respective successors, substitutes and permitted assigns of the *Parties*.
- 32.11. The *Supplier* shall not make or cause to be made any public announcement or provide any information to the media of, or in relation to this *Contract* without the prior written consent of the *Purchaser* (except as required by *Law* or by the rules of any recognised stock exchange to which the *Supplier* or an *Associated Company* of the *Supplier* is subject, in which case the *Supplier* shall first give the *Purchaser* a reasonable opportunity to review such announcement or information). The *Supplier* shall notify the *Purchaser* immediately if the *Supplier* or any of the *Supplier's Personnel* are contacted by any media representative in relation to any aspect of this *Contract*.
- 32.12. If a payment or any other act is required by this *Contract* to be made or done on a day which is not a *Business Day*, the payment or act shall be made or required to be made on the next *Business Day*.
- 32.13. Each *Party* shall pay its own legal costs of or incidental to the negotiation of this *Contract*.
- 32.14. This *Contract* may include or refer to special conditions. If there is any ambiguity or inconsistency between the terms of the *Purchase Order(s)*, these *Conditions* and/or the special conditions, the following order of precedence shall apply to resolve the ambiguity or inconsistency:
- the special conditions;
  - the *Purchase Order(s)*;
- 30.4. 如果不可抗力事件使一方无法履行其义务的时间超过 6 个月, 则任何一方均可通知另一方解除本合同。各方在此之前的应得权利和补救措施不受此类解除的影响。
31. **通知**
- 31.1. 根据本合同发出或提出的任何正式通知或要求 ("**通知**"):
- 必须提及本合同, 并说明发出通知所依据的条款; 且
  - 必须以书面形式发出, 并通过预付邮资邮寄或专人递送至预期收件人的登记地址 (或一方根据本条款通知另一方的其他地址), 如果是发给买方的通知, 必须注明买方代表收。买方也可以通过预付邮资的邮寄、电子邮件或专人递送的方式, 将通知送交给供应商代表或买方合理认为有权代表供应商接收通知的供应商任何其他人。
- 31.2. 买方与供应商之间的日常沟通可以通过电子邮件进行。
- 31.3. 任何通知均按如下视为已送达:
- 当面递送的, 在递送时视为递送;
  - 如以预付邮资的邮寄方式送达, 在邮寄日期后 2 个工作日 (如邮寄地址在同一国家) 或邮寄日期后 7 个工作日 (如邮寄地址在另一国家) 视为送达; 及
  - 如果通过电子邮件发送 (在被允许时), 则在进入收件人正式公司电子邮件地址的信息系统时。
- 31.4. 如果通知送达或视为送达的日期不是通知送达地的工作日, 或晚于下午 4:00 (当地时间), 则通知将被视为于该地下一个工作日上午 9:00 (当地时间) 送达。
32. **一般事项**
- 32.1. 本合同只能以双方签署的书面形式进行变更或修改。
- 32.2. 如果本合同的任何部分条款不合法、无效或无法执行, 则该部分条款应 (在避免该等不合法、无效或无法执行所必需的范围内) 被解释为被略去以不影响其余条款的执行。
- 32.3. 未经买方事先书面同意, 供应商不得向第三方转让或以其他方式转让本合同 (或其任何部分)。买方可随时转让或以其他方式转移本合同 (或其任何部分), 并必须在转让或转移后的合理时间内通知供应商。
- 32.4. 除非双方另有约定, 本合同应受中华人民共和国法律管辖并按其解释。
- 32.5. 除非本合同另有规定, 本合同项下给予买方的权利、权力和救济具有累积性, 并与法律单独规定的权利、权力或救济无相互排他性。
- 32.6. 尽管本合同终止或期满, 但本合同在终止或期满后仍需履行或能够生效的条款 (以及在法律允许的范围内各项担保权益) 仍具有完全效力。本合同的终止或期满 (无论如何发生) 不得损害双方在终止或期满之日或之前产生的任何权利或义务。
- 32.7. 除非本合同另有规定, 买方可自行决定给予或不给予本合同所需的买方同意或批准。
- 32.8. 本合同构成双方就其主题事项达成的完整协议, 双方承认不存在以任何方式明示或默示的与其主题事项有关的其他谅解、协议或陈述。
- 32.9. 除非以书面形式放弃, 否则不得视为买方放弃本合同项下的任何权利。任何该等放弃均不影响买方就供应商随后的任何违约行为所享有的权利。
- 32.10. 在不违反本合同中任何相反规定的情况下, 本合同对双方各自的继承人、替代人和允许的受让人具有约束力。
- 32.11. 未经买方事先书面同意, 供应商不得就本合同或与本合同有关的事宜向媒体发布或促使媒体发布任何公告或提供任何信息 (法律或供应商或供应商的关联公司须遵守的任何认可证券交易所的规则要求的除外, 在此情况下, 供应商应首先给予买方合理的机会审查该等公告或信息)。如果任何媒体代表就本合同的任何方面与供应商或供应商的任何人员取得联系, 供应商应立即通知买方。
- 32.12. 如果付款或任何其他行为需要在非工作日进行或实施, 则应在下一个工作日进行或实施。
- 32.13. 各方应自行支付本合同谈判的法律费用或附带费用。
- 32.14. 本合同可包括或引用特殊条件。如果采购订单、本条件和/或特殊条件之间存在任何歧义或不一致之处, 应按以下优先顺序解决歧义或不一致之处:
- 特殊条件;
  - 采购订单;

(c) these *Conditions*.

32.15. Notwithstanding anything to the contrary in the *Supplier's Conditions*, any *Supplier's Conditions* are excluded in the *Contract* and do not bind the *Parties* unless to the extent that the *Purchaser* expressly agrees in writing to the variation of this clause 32.15 to that effect.

32.16. Each *Party* recognizes that the *Contract* (including these *Conditions*) is a legally binding contract and acknowledges that such *Party* has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this *Contract*, the same shall not be construed against either *Party* because that *Party* is the drafter of such terms.

### 33. Application of proportionate liability legislation

33.1. To the extent permitted by Law, the operation of the applicable *Law* relating to proportionate liability is excluded or waived in relation to all and any rights, obligations, or liabilities under this *Contract* whether such rights, obligations, or liabilities are sought to be enforced as a breach of contract or claim in tort (including negligence), in equity, under statute or otherwise at law.

33.2. Without limiting the generality of clause 33.1 above, the rights, obligations and liabilities of the *Parties* (including those relating to proportionate liability) are as specified in this *Contract* and not otherwise.

(c) 本条件。

32.15. 尽管供应商条件中有任何相反规定，任何供应商条件不包括在合同内也不对双方产生约束力，除非买方以书面形式明确同意对本第 **Error! Reference source not found.**条进行相应变更以达到相关效果。

32.16. 每一方都认可本合同（包括本条件）是具有法律约束力的合同，并承认该一方有机会咨询其选择的法律顾问。在对本合同条款的任何解释中，不得以任何一方是这些条款的起草者为由，对条款作不利于该一方的解释。

### 33. 比例责任法的适用

33.1. 在法律允许的范围内，法律中对共同过失情况下的责任分担的实施，如与本合同项下的所有和任何权利、义务或责任有关的，均被排除或放弃，无论该等权利、义务或责任是否作为违约或侵权（包括过失）索赔、根据公平原则、成文法或其他法律规定。

33.2. 在不限上述第 33.1 条的一般性的前提下，双方的权利、义务和责任（包括与比例责任相关的权利、义务和责任）均按本合同的规定，而不是以其他方式执行。