

## 采购合同通用协议 ( 中国 )

### Terms and Conditions of Purchase-China

Revision October 2023

#### 1 一般规定

##### 1 General

1.1 除非另有书面约定，下列各项通用协议条款（简称“通用协议”）排他性地适用于所有出现在订单中的固瑞特集团的某一公司（简称为“公司”），从货物提供方（简称为“供货方”）购买货物或者服务（以下统称为“货物”）。订单（以及任何展示、规格、图纸、记录或者其他信息，无论是以实体方式附上或者被提及并入）与通用协议构成供货方与公司之间全部的排他性的协议（以下简称“合同”）。

1.1 Unless otherwise agreed in writing, these terms and conditions of purchase (“**Conditions**”) apply exclusively to the purchase of goods and services (collectively, the “**Goods**”) by a Gurit Company (“**Company**”) from the supplier of Goods (“**Supplier**”) as identified in the Order. The Order (and any exhibits, specifications, drawings, notes, and other information, whether physically attached or incorporated by reference thereto) together with these Conditions constitutes the entire and exclusive agreement between the Supplier and the Company (the “**Contract**”).

1.2 本通用协议适用于所有订单，并排除供货方所有其他条款的适用，包括所有体现或者包含或适用在报价、目录、价格表、订单、确认书、承诺或其他文件中的其他条款，以及与上述文件同时提供的其他条款。

供货方放弃所有由供货方向公司提供的任何文件中包含的条款所赋予的权利。公司得周期性地更新通用协议。修订后的通用协议之效力始于公司的通知日。

1.2 These Conditions shall govern the Order to the exclusion of all other terms and/or conditions of Supplier, including the ones endorsed upon, delivered with or contained or referenced in a quotation, catalogue, price list, acknowledgement, acceptance or any other document, and the Supplier waives any right which it might have to rely on terms and conditions contained in any document supplied by the Supplier to the Company. The Company may periodically update the Conditions. These revisions will become effective on the date notified by the Company.

1.3 所有标题只是出于阅读方便之考虑，不影响本通用协议的解释。涉及任何条款编号均指本通用协议中的条款。

1.3 The headings used are for convenience only and shall not affect the interpretation of these Conditions. A reference to any Condition number shall be to such Condition in these Conditions.

#### 2 订单

##### 2 Orders

2.1 任何由公司发给供货方的书面采购货物的指示，包括（但不限于）任何采购订单、供货商日程表、分订寄存存货、供货商管理库存的进程（简称“订单”），构成公司在本通用协议基础上发出的采购货物的要约。

2.1 Any written instruction for the purchase of Goods howsoever transmitted by the Company to the Supplier, including (without limitation) any purchase order, vendor schedule, consignment stock call off or vendor managed inventory process, (“**Order**”) constitutes an offer by the Company to purchase such Goods on the terms and conditions contained in these Conditions.

2.2 除第2.3条规定的情况外，如果供货方发出明确的承诺或者（全部或部分）执行了订单，则视为其接受了体现在订单中的要约。

2.2 Save in the case of Condition 2.3, the Supplier is deemed to accept such an offer comprised in an Order when it gives express notice of acceptance or otherwise fulfils the Order (in whole or part).

2.3 如果供货方与公司明确约定，供货方应对公司向其特定电子邮件地址发送的书面联系在双方约定的工作日期间内（定义如下）答复，如果供货方在约定的期限内未成功回复此联系，则视其接受了联系的内容（包括但不限于公司发出的包含于订单中的要约）。公司只能在工作日内发出此联系，供货方不必在非工作日发送回复，但是，如果可能的话，应该在非工作日之后的第一个工作日向公司发送答复。“工作日”：(1) 就在中国实施的行为而言，指中华人民共和国境内公司通常对外营业的任何一日，包括中国政府宣布为临时工作日的星期六或星期日(简称“调休工作日”)，但不包括法定节假日以及调休工作日以外的星期六或星期日；且(2) 就在供货方所在国实施的行为而言，指供货方所在国境内公司通常对外营业的任何一日。“中国”指中华人民共和国，但在本通用协议中，不包括香港和澳门特别行政区以及台湾地区。

2.3 Where the Supplier and the Company have expressly agreed that written communications from the Company to a specified email address of the Supplier shall be answered within a period of agreed Working Days (as defined below), any failure on the part of the Supplier to respond to any such communication within the agreed time period shall be taken to be deemed acceptance of the contents of such communication (including, without limitation, an offer comprised in an Order submitted by the Company). The Company shall only send such a communication on a Working Day and the Supplier shall not be required to send any response on a non-working day, but, if applicable, shall send any response that may be due on the next following Working Day. "Working Day" means: (i) in respect of any action to be taken in the PRC, any day on which the companies in the PRC are generally open for business in the PRC, including a Saturday or Sunday which the PRC government temporarily declares to be a working day ("Working Rest Day"), but excluding a statutory holiday, or a Saturday or Sunday other than a Working Rest Day; and (ii) in respect of any action to be taken in the home country of the Supplier, in the event that the Supplier is a company outside PRC, any day on which the companies in the home country of the Supplier are generally open for business in the home country of the Supplier. "China" and "PRC" mean the People's Republic of China, but for purposes of these Conditions do not include the special administrative regions of Hong Kong and Macau and the region of Taiwan.

### 3 交付

#### 3 Delivery

3.1 供货方应在订单中明确的交货地点、交货日或者交货期间内交付货物（简称“交付”）。除非订单中另有规定，货物的交付发生在公司的所在地，囊括了所有包含在价款中的费用，包括但不限于关税、税收、成本、包装、海运、运输和保险费。

3.1 The Supplier will deliver the Goods to the delivery address defined in the Order on the date or within the delivery period stated therein (“**Delivery**”). Unless stated otherwise in the Order, the Delivery will take place at the Company's premises with all charges included in the Price, including, without limitation in respect of customs, duty, costs, packaging, shipping, carriage and insurance.

3.2 包含下列信息的通知书（简称“通知书”），供货方必须在货物发送后的24小时内，通过电子邮件或者传真发送至公司：订单编号、数量、对包装的描述、毛重、发货的路线、公司的相关守则。

3.2 An advice note (“**Advice Note**”) containing the following information must be forwarded to the Company by e-mail or fax within 24 hours of dispatch: Order number, quantity, description of packages, gross weight, route of dispatch and the Company's appropriate codes.

3.3 按时交货对于每一笔合同均至关重要。如果交付未发生在订单中明确的交付日或者交付期间之内，无须发出违约通知，供货方已构成违约。自违约发生之日起，供货方须以每违约日0.3%价款的标准承担违约金(但总额不应超过价款的10%)。供货方并不因支付违约金而解除其合同义务或者责任，但是可以抵销因损害或者损失而引发的债务。如果达到以上提述的最高上限，不影响公司根据合同、法律或者其他原因享有的其它权利，公司得根据其自身意志：(1)解除合同；(2)如果是多次交付，不承担任何责任而拒收交付迟延的货物，同时并不解除合同；(3)要求以最快运输方式交付货物并由供货方承担费用。如果合同履行将发生迟延，供货方必须立即通知公司。不因上述通知而解除供货方准时交付的义务也不影响公司对损害、损失或者违约金等要求赔偿。

3.3 The time of Delivery is of the essence of each Contract and if Delivery does not occur on the date or within the delivery period stated in the Order, the Supplier shall be deemed to be in default without such notice of default being issued. As of the date of default, the Supplier shall be liable for liquidated damages amounting to 0.3% of the Price per calendar day of delay (but not exceeding a maximum of 10% of the Price). Payment of the liquidated damages does not release the Supplier from his contractual obligations and liability. If the maximum cap referred above is reached, the Company may, at its option, without affecting its other rights under the Contract, law or otherwise (i) cancel the Contract, (ii) in case of multiple Deliveries, reject the delayed Goods upon Delivery without liability and without cancellation of the Contract; or (iii) require the Goods to be delivered by the fastest means of delivery transport at the expense of Supplier. The Supplier will immediately notify the Company if Supplier's timely performance under the Contract will be delayed. Such notice will not relieve the Supplier of its responsibility to deliver on time nor prevent the Company from claiming compensation for damages, losses, liquidated damages, etc.

3.4 供货方应依据惯常的和已经获得普遍认可的实践作法，在货物交付前，始终妥善储存货物。在货物实际交付前，供货方应该采取一切合理措施防止货物变质，并自行承担所有相关费用。在公司的合理通知下，所有与货物有关的任何产品、原料、服务（包括但不限于原材料、组件、半成品、工作流程、工具、终端产品）都可由公司及其客户或者代表随时随地进行检查和测试。公司未检查、错误检查、错误接收、未拒绝或者未检测出瑕疵，供货方并不因此而解除其提供不符货物(定义如下)引发的责任，公司也不因此而产生任何责任。

3.4 The Supplier will at all times up to the time of Delivery store Goods safely and securely following normal and accepted practice. The Supplier will at its own cost take all reasonable steps to prevent any deterioration of Goods until their actual Delivery. Upon reasonable notice by Company, all goods, materials and services related in any way to the Goods (including without limitation raw materials, components, intermediate assemblies, work in process, tools and end products) shall be subject to inspections and test by Company and its customer or representative at all times and places. Company's failure to inspect, accept, reject or detect defects by inspection shall neither relieve Supplier from responsibility for Non-Conforming Goods (as defined below) nor impose liabilities on Company.

3.5 在任何时候，供货方都不得在货物上设立或者试图实现任何担保物权或负担，包括但不限于抵押、质押、留置。

3.5 The Supplier will not at any time exercise or seek to enforce any lien over any Goods.

3.6 供货方应遵循为商业实践所接受的最佳作法，以及公司的合理指示，安全妥善的包装货物。

物与所有包装都必须按照公司的指示进行标记，并必须注明订单编号和公司的相关守则。交付时必须与货物同时再附上通知书的副本。

3.6 Goods must be packed safely and securely following best commercially accepted practice and the Company's reasonable instructions. Goods and/or each package must be marked in accordance with the Company's instructions and must bear the Company's appropriate codes and Order numbers. On Delivery a further copy of the Advice Note must accompany the Goods.

3.7 在货物交付前或者交付过程中，供货方必须征询公司有关货物储存与运输的特别要求或者风险，并且必须在货物包装的外部以清晰可见的方式附上所有相关警示、提醒与说明。根据公司要求，供货方应提供辅助性的文件以便所有货物的进口和出口，例如合格证、原产地、生产企业代码、健康和安全的数据和表格以及其它任何支持报关与符合国际海关规则的信息。

3.7 The Supplier must before and on Delivery advise the Company of any special requirements or hazards relating to the transportation and/or storage of Goods and must attach any related warnings and instructions in a clearly visible manner on the outside of their packaging. If requested by Company, the Supplier will provide supporting documentation to allow the import and export of all Goods, such as certificates of conformity, country of origin, mid codes, health and safety data/sheets and any other information necessary to support declarations to and compliance with international customs regulations.

#### 4 货物的拒绝

##### 4 Rejection of Goods

4.1 除合同、法律或者其他原因而产生的其它权利、救济与选择，如果提供的货物存在瑕疵或者与合同不符(简称“不符货物”)，除要求赔偿公司所有因此而产生的损害、损失、成本、费用外，公司得自行选择下列救济手段，并由供货方支付费用：(1) 要求供货方立即重新履行不符货物所占的部分，同时 / 或者立即修复或者以完全符合合同要求的货物替换不符货物；(2) 采取必要措施消除所有瑕疵同时 / 或者使货物符合合同的全部要求，在此情况下，所有相关的费用与支出(包括但不限于原料、劳务、处理费等)应由供货方承担；(3) 全部或者部分扣留付款；(4) 拒绝任何不符货物，并在货物每次被拒绝时，要求供货方支付三千(3000)元人民币的管理费。在收到公司有关货物与合同不符的通知后，供货方必须在五(5)个工作日内取回所有已交付给公司的不符货物。如果供货方在五(5)个工

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日内未响应，则公司有权将货物退还供货方，或抛弃货物。上述费用均由供货方承担；(5) 解除合同并且不承担任何责任。除非公司有合理的时间在货物交付后进行验收，或者稍迟，待有合理时间在隐藏的货物瑕疵已经变得明显后进行检验，否则，不视为公司已经接受了货物。作为上述第(1)、(2)、(4)、(5)项选择的替代，公司可以在供货方退还款项或者授信的前提条件下接受不符货物，并且上述降低的款项应与由公司合理认定为与不符货物降低的价值相等。

4.1 If any of the Goods furnished are found to be defective or otherwise not in conformity with the Contract (“**Non-Conforming Goods**”), then the Company may, in addition to any other rights, remedies and choices it may have at Contract, law or otherwise and in addition to seeking recovery of any and all damages, losses, costs and expenses emanating therefrom, at its option and sole discretion and at Supplier's expense (i) require the Supplier to immediately re-perform any Non-Conforming portion of the Goods and/or to immediately repair or replace the Non-Conforming Goods with Goods that confirm to all requirements of the Contract; (ii) take such action as may be required to cure all defects and/or bring the Goods into conformity with all requirements of the Contract, in which event, all related costs and expenses (including, but not limited to, material, labor and handling costs) shall be for Supplier's account; (iii) withhold total or partial payment; (iv) reject any Non-Conforming Goods and claim an administration fee of RMB 3000 every time the Goods are rejected; it is the Supplier's responsibility to collect any Non-Conforming Goods delivered to the Company within five (5) Working Days from receipt of non-conformance report from the Company. Failure to respond within five (5) Working Days will result in the Company either returning the Goods to the Supplier, or to scrap the Non-Conforming Goods, both at Supplier's expense; and/or (v) rescind the Contract without liability of the Company. The Company is not to be taken as having accepted any Goods until it has had a reasonable time to inspect them following Delivery, or if later, within a

reasonable time after any latent defects in Goods have become apparent. As an alternative to (i),(ii), (iv) and (v), the Company may accept the Non-Conforming Goods conditionally on the Supplier providing a refund or credit in an amount the Company reasonably determines to represent the diminished value of the Non-Conforming Goods.

## 5 价款与支付

### 5 Price and Payment

5.1 货物的价款为订单标明的价款（简称“价款”）。所有价款均不包括增值税。除非订单中有不同规定，价款包括了所有其他含税收、关税、包装、海运、运输、保险、交付等在内的所有费用。除非获得公司书面同意，否则公司不接受任何对价款或者其他任何费用的变更。

5.1 The price of Goods is that stated in the Order (“**Price**”). All Prices are exclusive of Value Added Tax and, unless stated otherwise in the Order, are inclusive of any other charges in respect of tax, duty, packaging, shipping, carriage, insurance and Delivery. No variation in the Price or extra charges shall be accepted by the Company unless formally agreed in writing.

5.2 除非订单中另有规定，公司将在货物交付后，或者从供货方收到有效并且未被拒绝的发票（如果可能的话，将增值税作为独立的费用单列）后的60日内支付价款，上述日期以时间在后者为准，并以公司接受了全部货物为前提。公司有权在任何时候，抵销任何属于公司欠供货方，同时供货方又欠公司的款项。

5.2 Unless the Order states otherwise, the Company will pay the Price for the Goods within 60 days following Delivery or receipt of a valid, non-rejected invoice from the Supplier (showing Value Added Tax, if applicable, as a separate charge), whichever is later, provided, however, that the Company has accepted all of the Goods. The Company may, at any time, set-off any amounts Supplier owes to Company against any amounts Company owes to Supplier.

5.3 除非合同中另有约定，如果公司支付预付款，则供货方应提供与预付款数额相等的见索即付保函，该见索即付保函应不可撤销和不附条件，由具有一流资质并且为公司认可的银行出具，并且附有合同双方约定的有效期。

5.3 Unless otherwise stated in the Contract, if Company makes advance payments, Supplier shall provide an irrevocable, unconditional first demand bank guarantee in the amount of the advance payments, issued by a first class bank acceptable to Company, having a validity date as agreed between the Parties.

5.4 在所有供货方的发票中，相关的订单编号、原产地、海关税则号（如果适用）必须与通知书上要求的信息同时标明。公司有权拒绝不符合上述要求的发票。

5.4 In all of the Supplier's invoices, the relevant Order number, the country of origin and customs tariff number (if applicable), must be quoted along with the information required on the Advice Note. The Company is entitled to reject invoices that do not conform to these requirements.

5.5 因超出公司能够合理控制的事件导致任何付款迟延，公司不向供货方承担责任。除合同另有规定外，公司不对供货方的任何损失、利润损失、利息支出、损害承担责任，无论它们是否直接或者间接发生于供货方。

5.5 The Company shall not be liable to the Supplier if due to an event beyond its reasonable control it defers any payment to the Supplier. Except otherwise provided for in the Contract, the Company has no liability to the Supplier for any loss, lost profits, interest expense, damages whether incurred directly or indirectly by the Supplier.

## 6 风险与所有权

### 6 Risk and Property

6.1 货物的所有权（包括法定所有权与受益所有权）与风险在货物交付后转移至公司，上述转移不影响公司拒收货物的权利（如果全部或者部分价款的支付先于货物的交付，在此情况下，货物的所有权在支付发生后即转移至公司）。货物所有权须免除任何置留权或产权负担。

6.1 Without affecting its rights to reject the Goods, the property (legal and beneficial) and risk in the Goods passes to the Company on Delivery (unless payment, whether in whole or in part, for the Goods is made prior to Delivery, in which case title to the Goods shall pass to the Company once payment has been made). Title shall be free of any liens or encumbrances.

## 7 变更

### 7 Changes

7.1 公司得在任何时候，在合同范围内，对下列内容或者超出下列范围的内容进行变更：(1) 图纸、设计或者规格，若货物是为公司特别生产的；(2) 海运或者包装的方式；(3) 交付的时间与地点；(4) 公司提供的财产数量；(5) 质量；(6) 货物的范围与时间安排。公司得书面作出上述变更；除非并且直到变更由公司书面提出，供货方不得进行任何变更。如果任何变更导致了合同项下的任何工作成本的增加或减少，以及履行时间的变化，则价款与交付时间安排（分别或者共同）应以书面方式作出相应调整。除非供货方在收到变更通知的三十日内以书面方式提出，并且仅包括因为变更而必然直接发生的合理的直接的支出，否则视为供货方放弃本条款下的相应调整。

7.1 The Company may at any time make changes in the scope of the Contract in any or more of the following: (i) drawings, designs or specifications where the Goods to be furnished are to be specifically manufactured for Company; (ii) method of shipment or packing; (iii) place and time of delivery; (iv) amount of Company's furnished property; (v) quality or (vi) scope or schedule of Goods. Company shall document such change request in writing, and Supplier shall not proceed to implement any change unless and until such change is provided in writing by Company. In any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under the Contract, an equitable adjustment shall be made in the Price or delivery schedule, or both, in writing. Any Supplier claims for adjustment under this clause will be deemed waived unless asserted within thirty (30) days from Supplier's receipt of the change notification, and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change.

## 8 为方便起见而终止 / 暂停

### 8 Termination for Convenience/Suspension

8.1 公司得因任何原因，在货物交付前的任何时间，以向供货方作出书面通知的方式全部或部分地暂停或者终止合同，于此，合同涉及的所有工作均应暂停。上述权利的行使不影响公司的其它权利与救济。公司应向供货方支付合理发生的直接费用，并对终止或者暂停时无法减损的有关工作正在进行的承诺，给予赔偿。赔偿应限于上述工作并且不得超过价款；它是供货方对公司暂停或终止合同的唯一救济手段。在任何情况下，公司均不因合同对可期待的利润或者其他结果性的或者间接性损失承担责任。公司得在任何时候通过书面明确生效日期与撤回范围的方式，撤回全部或者部分被暂停的工作。供货方应自撤回通知生效日期起恢复尽职履行义务。

8.1 Without prejudice to any other right or remedy available to the Company, the Company may for any reason suspend or terminate any Contract, entirely or partially, at any time before Delivery, by giving written notice to the Supplier whereupon all work on the Contract shall be discontinued and the Company shall pay to the Supplier compensation for any direct costs reasonably incurred or commitments made for work-in-progress at the time of termination or suspension which cannot be mitigated. Such compensation shall be restricted to the work above and shall in no case exceed the Price; it shall be the sole remedy of the Supplier for such termination or suspension. Under no circumstance shall the Company be liable under the

Contract for any loss of anticipated profits or any consequential or indirect loss. Company may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Supplier shall resume diligent performance on the specified effective date of withdrawal.

## 9 保证

### 9 Warranty

9.1 不影响公司的其他权利和救济（包括但不限于因法律、法规、规章或者其他原因而包含保证或者其他规定，而对公司产生的所有利益），供货方作出如下保证：

9.1 Without affecting any of the Company's other rights and remedies (including, without limitation, the benefit of all warranties and conditions implied in favour of the Company by law or otherwise), the Supplier warrants that:

- 9.1.1 货物数量符合订单中的指示；
- 9.1.1 the quantity of Goods will be as stated in the Order;
- 9.1.2 货物应为全新，达到最佳质量与当前工艺水平，具有完全的可实施性，适销，能够满足公司的使用目的；
- 9.1.2 the Goods are new, of best quality and state-of-the-art workmanship, fully operational, merchantable and fit for the intended use by the Company;
- 9.1.3 货物符合获得公司书面同意的规格，不存任何设计、材料和加工上的瑕疵；
- 9.1.3 the Goods will correspond to the specifications as agreed in writing by the Company and will be free from defects in design, materials and workmanship;
- 9.1.4 货物本身及其设计、生产、建造、供给、使用、质量以及所有的支持性文献与文件应完全符合当时有效的所有有关法律、法规、规章等规范性文件，以及法定许可、批准、登记的所有要求；
- 9.1.4 the Goods, their design, manufacture, construction, supply, use and quality, as well as all supporting literature and documentation will comply in all respects with any relevant statute, statutory rule, order, directive or statutory license, consent or permit which may be in force at the time;
- 9.1.5 货物本身（及其进出口）不侵犯任何知识产权(定义如下文)或其他第三方的权利；
- 9.1.5 the Goods (and/or their importation) do not infringe the Intellectual Property Rights (as defined below) or other third parties' rights;
- 9.1.6 货物具有所有必需的进出口许可与其他文件，并且符合所有有关货物进出口的法律、法规、规章等规范性文件，或者有关进出口的政府规定；
- 9.1.6 the Goods have all necessary export and/or import licenses and comply with all relevant government export and/or import regulations;
- 9.1.7 应随货物同时附上，有关任何货物及其各部分或者原料在安全使用、处置、储存、操作实施、消费、运输等方面所有适当的信息、警示、说明与文件，尤其是有关有害物质信息必须明确的通知给公司；以及
- 9.1.7 the Goods shall be accompanied by all appropriate information, warnings, instructions and documentation in relation to the safe use, handling, storing, operation, consuming, transportation of any Goods or parts or materials, in particular in relation to hazardous materials which will be clearly identified to the Company; and
- 9.1.8 提供的服务应与合同相符，应由具有恰当资格与经验的人员履行，并达到足够的注意、技艺与尽职。
- 9.1.8 services be provided in accordance with the Contract and executed with adequate care, skill and diligence by properly qualified and experienced persons.

9.2 供货方应将由其供货方提供的，所有其他保证所具有的利益转移给公司。

9.2 The Supplier shall pass on the Company the benefit of any additional warranties secured from the Supplier's suppliers.

9.3 不影响公司根据合同、法律、法规、规章等规范性文件或者其它原因所能获得的其他权利与救济，在 (1) 货物被交付后的三十六 (36) 个月内; (2) 从最终产品的保固期或缺陷责任期开始日后的二十四 (24) 个月内; (3) 在货物的保质期内，上述期间以最晚结束者为准，(简称“保质期”)，发现提供的货物为不符货物，则公司除了要求赔偿所有因此直接或者间接发生的损害、成本、损失外，公司得自行选择，并由供货方承担费用，要求: (a) 供货方在三十 (30) 日内，补救所有不符货物或者将其替换为与合同相符的货物。此项权利包括替换因存在不符货物而不能被公司合理使用的其他货物; (b) 采取必要措施消除所有瑕

疵，同时/或者使货物达到合同的所有要求，在此情况下，供货方应承担所有的费用与支出; 同时/或者(c) 拒绝与返还所有货物或者货物的任何部分，并视合同被拒绝履行，公司可以要求返还已经支付的全部或者部分价款。

9.3 Without prejudice to the Company's other rights or remedies available under this Contract, at law or otherwise, if (i) thirty six (36) months of Delivery; or (ii) twenty-four (24) months from the date the warranty or the defect liability of the end-product starts or (iii) within the stated shelf life of the Goods, whichever occurs later, (the "**Warranty-Period**"), it is discovered that the Goods supplied are Non-Conforming Goods, then the Company, in addition to seeking recovery of any and all damages, costs and losses emanating therefrom, at its option and at Supplier's expense may : (a) require the Supplier, to remedy within thirty (30) calendar days any Non-Conforming Good or to supply replacement Goods in accordance with the Contract. This right includes replacement of all other Goods which because of the Non-Conforming Goods are not reasonably capable of being used by the Company; (b) take such actions as may be required to cure all defects and/or bring the Products into conformity with all of the requirements of the Contract, in which event all related costs and expenses shall be for Supplier's account; and/or (c) reject and return all or any portion of such Goods and treat the Contract as repudiated and may require the repayment of the Price, or any part of it, that Company has paid.

9.4 任何根据合同的履行、受领、付款均不影响第9条中有关保证的规定，保证内容相应地扩大到供货方修复或者替代的货物范围。公司没有义务立即检查货物或者其任何部分。供货方放弃对延迟通知进行抗辩。

9.4 The warranties given under this Clause 9 shall survive any performance, acceptance or payment pursuant to the Contract and shall be extended to any repaired or replaced Goods provided by the Supplier. The Company shall not be obliged to inspect the Goods or parts thereof immediately. Supplier hereby waives the defense of late notification.

9.5 **类瑕疵** 如果在保质期的任何二十四 (24) 个月内，相同类型的不符货物超过两次出现，此类型瑕疵为“类瑕疵”。在意识到存在类瑕疵或者有此风险时，供货方应立即通知公司，反之亦然。

9.5 **Generic Defects.** If the same, or roughly the same type of Non-Conforming Goods occurs more than two (2) times during the Warranty Period, such defect is deemed to be a "Generic Defect". Immediately after becoming aware of the existence or risk of a Generic Defect, Supplier shall notify Company and vice versa.

供货方应即刻并在自通知日起的七(7)个工作日内，向公司提供初步报告。该报告涉及类瑕疵的本质、范围及其存在的风险，包括永久性修复瑕疵的补救措施的一般性建议。

Promptly and within seven (7) Working Days after the date of such notice, Supplier shall provide Company with a preliminary report regarding the nature and extent of such Generic Defect and the risk thereof including general proposal(s) for remedial action ensuring a permanent remediation of the defect.

有关上述内容的最终报告(包括有关设计和实施此类补救措施的时间安排以及将来交付货物给公司的必要改进措施), 供货方应尽快并且不晚于本条中所提及的通知日起的三(3)周内提交给公司, 但供货方需要第三方投入(如实验室)的除外, 在此情况下, 合同双方应约定答复期限。公司得参与并且批准任何有关根本原因的分析。所设计的补救措施应确保发生瑕疵的货物达到合同要求。

A final report regarding mentioned subjects, including a time schedule indicating the time for design and implementation for such remedial actions and a proposal for necessary improvements relating to all future Delivery of Goods to Company shall be provided by Supplier as soon as possible, but not later than three (3) weeks following the date of the above-mentioned notice, unless Supplier needs the input of third parties, (e.g. laboratories), in which case the Parties shall agree on the reply period. Company shall be involved in and approve any root cause analysis. The remedial action shall be designed so as to ensure that the defective Goods meet the requirements set out in the Contract.

在补救措施获得公司认可后, 合同双方应立即在同类设计的相关货物上实施补救措施。无论瑕疵是否事实上在已交付的货物上产生了错误或者瑕疵, 上述补救措施都应实施。供货方应承担所有补救措施包括但不限于生产、交付、安装、调试所改进的货物的费用。

After the remedial action is approved by Company, the Parties shall promptly implement the remedial action in relevant Goods of equal design. Such remedial steps shall be undertaken regardless of whether the Generic Defect has in fact manifested itself in actual errors or defects in the individual delivered Goods. Such remedial actions, including manufacturing, delivering, installing and testing the Goods modifications shall be at Supplier's expense.

如果按上述界定步骤行事会使公司或公司客人的损害增加, 公司可决定以自己的方式或通过第三方去实行任何临时或最后的紧急纠正措施。若该情况发生, 须由供货商承担额外费用。

If following the steps defined above could increase the damage to the Company or to Company's customers, Company may decide to implement any emergency corrective measures, interim or final, with its own means or through third parties. In all those cases, the additional costs incurred shall be assumed by the Supplier.

## 10 赔偿

### 10 Indemnity

10.1 若起因自 (1) 违约以及但不限于货物的提供(含产品责任索赔)、公司对货物的使用与转售、陈述与保证; (2) 供货方、供货方的代理人、供货方的分包方的任何做为或者不做为; 或(3)第三方的任何请求(包括侵权与第三方权利), 或与上述原因有关, 供货方应赔偿并且全额弥补公司及其关联方(包括管理人员、职员、雇员、继承人、受让人)、公司的代理人、公司的承包人、公司的客户(共同称为“公司受偿方”), 判令由公司或者公司受偿方支付的, 或者给其带来的, 或者由其支付的所有的责任和损失, 为其辩护并免除其所有责任和损失, 包括直接的、结果上的、以及特殊的损失或者损害(无论是收入、利润、商业、合同、信誉、议价、存款或者其他损失)、处罚、罚款、成本和费用(包括诉讼费和律师费等)。上述权利的行使不影响公司根据合同、法律或者其他原因, 而拥有的其它权利与救济。

10.1 Without prejudice to the Company's other rights or remedies available under this Contract, at law or otherwise, the Supplier shall indemnify and keep fully indemnified, defend and hold harmless the Company and its affiliates (including their directors, officers, employees, successors and assignees), agents, contractors or customers (together the “**Company Indemnitees**”) in full for and against all liability, loss, including direct, consequential and special loss or damage (whether for loss of income, profit, business, contracts, goodwill, bargain, saving or otherwise), penalties, fines, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company or Company Indemnitees, arising (i) out of or in connection with any breach of the Contract, and in particular, but not limited to, the supply of Goods (including product liability claims) or their use or resale by the Company, and the representations or warranties; or (ii) any act or omission of the Supplier, its agents, or subcontractors; or (iii) any claim by a third party (including infringement or third party's rights).

10.2 如果第三方基于货物涉嫌侵犯知识产权，向公司索赔或者主张权利，供货方应赔偿公司，并且使公司免于因任何针对公司及 / 或公司受偿方的侵权之诉 或者其它诉讼而裁决的任何赔偿、损害、费用等责任，无论上述裁决是以终局的还是以类似禁令一样临时的形式作出。

10.2 If a third party asserts a claim against Company based on alleged infringement of Intellectual Property Rights (“IPR”) by the Goods, Supplier shall indemnify Company and hold Company harmless from and against any liability in claims, damages or costs awarded in any infringement suit or action against Company and/or Company Indemnitees, regardless of whether such award is final or only temporary in the form of an injunction order or similar.

10.2.1 供货方应负责采取任何必要法律手段并采取合理措施，针对侵犯其货物知识产权的任何第三方主张权利，并由其承担费用。供货方应尽力与公司协调任何后续的程序步骤。

10.2.1 Supplier shall, at its own expense, be responsible for taking any necessary legal action and assert its IPR against any third party infringing the IPR in or to the Goods with measures, which Supplier deems necessary. Supplier shall endeavor to coordinate any procedural steps upfront with Company.

10.2.2 在发现侵犯了第三方知识产权、第三方声称侵犯了其知识产权、有侵犯第三方知识产权的风险或者发现第三方侵犯了合同任何一方涉及货物的知识产权时，供货方与公司应立即相互通知。

10.2.2 Both, the Supplier and the Company, shall immediately advise each other when they become aware of any infringement of third parties’ IPR, alleged infringements of such rights, of a risk of infringement of such rights or if they become aware of a third party infringing either party’s IPR to the Goods.

10.2.3 如果供货方因涉及货物中第三方知识产权终局的或者临时但可立即执行的裁决，而无法使用货物，供货方必须在由其自行承担费用的基础上为公司提供，由公司选择的下列任何一项替代解决方案：(1) 如合同约定的一样为公司取得使用货物所需的权利；(2) 将侵权货物替换为功能上相同但不侵犯第三方知识产权的货物；(3) 对货物进行改动，以使其不再侵犯第三方的知识产权，但同时至少具有相同的功能；同时 / 或者(4) 包括拆解 / 移除并归还相关货物或者货物的某些部分，返还价款及运输费用并补偿公司承受的其他费用或者损失。

10.2.3 If Supplier is enjoined from using any Goods due to a final or temporary but immediately enforceable award regarding third party IPR in or to the Goods, Supplier must at his own cost immediately provide the Company with a work around solution. The work around solution will be, at Company’s discretion and at Supplier’s expense, either of the following ones: (i) obtaining the right for Company to use the Goods as agreed under the Contract; (ii) substituting the infringing Goods with a functionally equivalent Goods that does not infringe an third party IPR; (iii) modifying the Goods so that it no longer infringes an 3<sup>rd</sup> party IPR, but with at least equivalent functionality and/or (iv) including the dismantling/removal and return of the relevant Goods or parts thereof, refunding the Price and transportation costs thereof and reimbursing other costs and/or losses suffered by Company.

## 11 知识产权

### 11 Intellectual Property Rights (“IPR”)

11.1 知识产权包括注册或者未注册的商标、商号、专利、无论是否能够获得专利的发明、著作权、数据库权利、互联网域名、商业秘密、专有技术、注册或者未注册的存在于世的设计上的权利，以及（具有世界

上任何类型与特性但是被特定化的) 其它智慧与工业财产权利, 无论其是基于法律、合同、许可还是其它方式而产生, 以及其任何的目前以及随后有效的注册、应用、续展, 扩展, 延续或再版。

11.1 **Intellectual Property Rights** include registered or unregistered trademarks, trade names, patents, inventions whether or not patentable, copyright, moral rights, database rights, internet domain names, trade secrets, know-how, and registered and unregistered design rights existing or arising anywhere in the world and all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise and all registrations, applications, renewals, extension, continuations or reissues thereof now or hereafter in force.

11.2 所有有形与无形财产, 包括但不限于, 货物、工具、原料、设备、信息或者任何描述、工具、图纸、计划、模型材料、规格、样品、计算机软件、文档、设备或材料中的数据, 由公司提供给供货方的或特别为其付款, 包括任何更换, 以及其它类似的知识产权, 应为并且始终为公司的财产(简称为“公司财产”). 供货方得获准为履行合同的目的而使用上述材料。

11.2 All tangible and intangible property, including, but not limited to, goods, tools, materials, equipment, information or data of any description, tools, drawings, plans, models materials, specifications, samples, computer software, documents, equipment or material furnished to Supplier by Company or specially paid for by Company and any replacement thereof and all Intellectual Property Rights in the same, shall be and remain Company's property ("**Company Property**"). The Supplier shall be licensed to use such materials for the purpose of fulfilling the Contract.

11.3 公司排他性地拥有所有体现在由供货方履行合同所创造或者产生的构想、服务、发明、作者的作品、策略、规划、数据中的权利, 包括但不限于所有的技术、程序、方法、化学配方、设计、规格、发明、发展、改进、修正和其他所有类似的知识产权。如果根据法律的规定, 这些上述知识产权并非在创造时便全部自动的属于公司所有, 则供货方同意在取得全部付款时, 将其转移和转让给公司, 并由公司支付费用。

11.3 Company shall own exclusively all rights in ideas, services, inventions, works of authorship, strategies, plans and data created in or resulting from the Supplier's performance under this Contract, including, but not limited to, all technologies, processes, methods, chemical formulations, design, specifications, inventions, developments, improvements, modifications and all Intellectual Property Rights in the same. If by operation of law any such IPR is not owned in its entirety by Company automatically upon creation, then Supplier upon receipt of the payment in full agrees to transfer and assign to Company at Company's expense.

11.4 在符合第11.2条与第11.3条的前提条件下, 所有其他的知识产权应是并且是始终是供货方的财产。供货方应向公司提供所有公司要求的信息, 以便安装、组装或者以其他方式使用货物, 包括使其并入公司的产品中。供货方赋予公司 (如果供货方无权赋予许可, 则应促成赋予许可) 对于知识产权可转让的、非排他的、全球范围的、不可撤销的、永久免除费用的许可 (有权利进行分许可), 以便公司能够使用并且享有货物, 包括 (但不限于) 使得货物可以实现其全部设计功能、修复已经交付的货物, 或者对已经修复的货物再进行修复、生产或者进行再生产, 更换部件或者替换货物。货物的价款已经包含了全部的许可费。

11.4 Subject to Conditions 11.2 and 11.3, all other IPR shall be and remain Supplier's property. The Supplier shall provide the Company with all information required by the Company to install, assemble or otherwise use the Goods, including enabling it to incorporate into the Company's product. Supplier grants to the Company (and to the extent the Supplier is not able to grant the license itself, shall procure the grant of a transferable, non-exclusive, worldwide, irrevocable, perpetual royalty free license (with the right to sub-license) of such intellectual property rights to enable the Company to use and enjoy the Goods

including without limitation to allow the Goods to perform those functions which they are designed for and to repair the delivered Goods (or to have those Goods repaired and manufacture (or have manufacture) spare parts or replacements. The Price includes the full license fee.

## 12 公司财产

### 12 Company Property

12.1 公司为合同目的向供货方提供公司财产，供货方应：

12.1 Where the Company, for the purposes of the Contract, furnishes **Company Property**" to the Supplier, the Supplier shall:-

- 12.1.1 如同公司的保管人一样尽责；
- 12.1.1 hold the same as bailee on behalf of the Company;
- 12.1.2 清楚地将公司财产标注为公司的财产，不将公司财产并入供货方登记的任何财产中；
- 12.1.2 clearly mark the Company Property as the property of the Company and not include the same in any asset register maintained by the Supplier;
- 12.1.3 除合理损耗外，保持公司财产处于良好状态；
- 12.1.3 maintain the Company Property in good order and condition subject only to fair wear and tear;
- 12.1.4 如同第13条规定的一样，向拥有良好信誉的保险公司对公司财产进行全额投保；
- 12.1.4 keep the same fully insured under Condition 13 with a reputable insurer;
- 12.1.5 不仿制或者复制，也不允许任何第三方仿制或者复制公司财产；
- 12.1.5 not make, or permit any third party to make, any copies of the Company Property;
- 12.1.6 仅仅为按照合同约定向公司提供货物而使用公司财产，不得为其他任何目的进行使用，也不得在未获得公司书面授权的情况下，将公司财产移出供货方的住所；
- 12.1.6 use the Company Property solely for the purpose of the manufacture of Goods for sale to the Company in accordance with the Contract, and not for any other purpose, and not remove the Company Property from the Supplier's premises without the Company's prior written authority;
- 12.1.7 在公司提前24小时通知后，允许公司不受限制的进入供货方的住所，以便在任何时候检验或者收回公司财产；
- 12.1.7 allow the Company unrestricted access to the Supplier's premises on 24 hours notice in order to inspect and/or recover the Company Property at any time; and
- 12.1.8 在任何时候遵循公司有关公司财产的指示，包括但不限于在任何时候，因为任何原因而要求返还公司财产的指示，例如，因为任何原因而终止合同，或者为实现重新设计或者修缮公司财产的目的。
- 12.1.8 comply with all directions of the Company from time to time concerning the Company Property, including without limitation any instruction to return the Company Property forthwith for any reason and at any time, including upon termination of the Contract for any reason or for the purpose of redesign or modification of the Company Property.

## 13 保险

### 13 Insurance

13.1 供货方应在整个合同期间以及合同终止或者届满的（六）6年内，自行支付费用，对其与合同有关的义务与责任，恰当并且足额地向拥有良好信誉的保险公司投保，包括但不限于：(1) 公众责任保险；(2) 产品责任保险；(3) 针对供货方所有财产、供货方的工作人员、供货方的分包方的，由供货方所占有的或者由其承担风险的损失或损害足额投保。应公司要求，供货方必须随时向其提供这些保险

的证明。供货方投保的其他类型与限制，应始终与供货方开展营业所在地类似营业与类似规模公司的惯常做法一致。

13.1 The Supplier will throughout the Contract and for a period of six (6) years following termination or expiry of the Contract have and maintain in force at its own costs such insurances with a reputable insurer as are appropriate and adequate having regard to its obligations and liabilities under the Contract, including, without limitation: (i) public liability insurance; (ii) product liability insurance; (iii) adequate insurance against loss of, or damage to, any of the assets of the Supplier, its personnel, its subcontractors, while these are in the Supplier's possession or while the risk lies with Supplier. The Supplier must provide to the Company evidence of all such insurance at any time on request. The Supplier will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations of Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place.

## 14 保密

### 14 Confidentiality

14.1 在没有获得公司书面授权的情况下，供货方必须保密，并不得使用（除非为了恰当履行合同）或者披露，任何技术信息、业务信息、财务信息、商业信息或者其他具有秘密性质，并从双方沟通中获得的任何与合同或者货物有关的信息。上述所有信息（包括所有的副本）始终是公司的财产，对于以有形方式体现的信息，根据公司的请求，供货方应毫不迟延的归还或者销毁。

14.1 The Supplier shall keep confidential and shall not use (except in the proper performance of the Contract) or disclose, without the prior written consent of the Company, any technical, business, financial or commercial information or other information of a confidential nature acquired as a result of any communications between them relating to the Contract and/or the Goods. All such confidential information (including any copies) shall remain the property of the Company and shall if in tangible form be promptly returned or destroyed by the Supplier on request by the Company.

14.2 本条中的保密义务不适用于在披露时非因违反第14条已经为公众知悉，根据法律、有管辖权的法院的判决或者裁定而要求公开的信息。

14.2 The duty of confidentiality under this Condition shall not apply to information that at the time of disclosure was already in the public domain (other than due to a breach of this Condition) or is required to be disclosed by statute, any order of a court of competent jurisdiction or an appropriate regulatory authority.

14.3 为避免歧义，第14条中的有关约定应与任何其他由公司与供货方书面约定并且不涉及合同和货物的保密义务共存，既不排除上述其它保密约定的适用，也不为上述其它保密约定所排除。

14.3 For the avoidance of doubt, the provisions of this Condition 14 shall co-exist with (and shall not prejudice or be prejudiced by any other written obligations of confidentiality as may be expressly agreed between the Supplier and the Company in relation to any subject matter other than the Contract or the Goods.

## 15 合同的终止

### 15 Termination

15.1 不影响公司根据合同、法律或者其他原因享有的其他权利，当发生下列任何一种情况，公司得书面通知供货方全部或者部分地终止合同，并且不承担任何责任：

15.1 Without prejudice to any other rights available to Company under the Contract, at law or otherwise, the Company, without liability, may give written notice to the Supplier to terminate the Contract (in whole or part) forthwith on the happening of any one of the following events:

15.1.1 **因违约而终止**:如果供货方收到了书面通知，要求供货方在30天内对合同违约进行补救，在可能补救的情况下，供货方在30天内未完成补救；

15.1.1 **Termination for Default:** Supplier having been given thirty (30) days' notice in writing of any breach of the Contract fails to remedy the same (if capable of remedy) within such thirty (30) day period;

15.1.2 **因支付不能而终止:**如果供货方与其债权人做出任何自愿安排破产, 或者(作为个人或者企业)破产, 或者(作为公司)支付不能, 被政府托管, 进入清算(有别于合并或者重组的目的), 留置权人占有供货方全部或者部分的业务、财产和资产, 或者接收人、经理、管理人、管理接收人或者其他同等主体被任命接管供货方全部或者部分的业务、财产和资产, 供货方停业或者受到停业威胁时, 或者公司有理由认为本条中所提及的上述事项即将发生(并相应地通知了供货方)时;

15.1.2. **Termination for Insolvency:** The Supplier makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt, or (being a company) becomes insolvent or subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession, or a receiver, manager, administrator, administrative receiver or other equivalent is appointed over all or any part of any of the undertaking, property or assets of the Supplier, or the Supplier ceases or threatens to cease to carry on business or the Company reasonably apprehends that any of the events mentioned in this Condition is about to occur (and notifies the Supplier accordingly);

15.1.2 **因控制权变更而终止:**下列情形的发生, 构成控制权变更: (1) 任何自然人或者法人作为获益的所有者直接或者间接的取得超过百分之五十(50%)供货方已发行的所有类型具有投票权股票的投票权; (2) 供货方股东通过了供货方与其他主体的兼并或者合并; (3) 任何个人或者集团几乎全部收购了供货方生产货物的财产; (4) 在任何连续的十二(12)个月内, 超过半数的董事会成员在什么时候发生变动。如果公司直接或者间接的竞争者引发了供货方控制权变更, 则供货方应该在发生此变动的十(10)个工作日内书面通知公司。如果公司根据其自身的判断认为这一控制权的变更将对公司存续或者将来的经营不利, 公司得: (1)立即终止合同; 或者 (2) 在控制权变更后的任何时候提前六个月书面通知解约。

15.1.2 **Termination due to Change of Control:** A Change of Control shall be deemed to have occurred if (i) any legal or physical person becomes the beneficial owner, directly or indirectly of more than fifty (50) % of the total voting power of all classes then outstanding of the voting stock of Supplier; or (ii) upon the approval by shareholders of the Supplier of a merger or consolidation of Supplier with any other entity; or (iii) the acquisition by any person or group of substantially all the assets regarding the production of the Goods from Supplier; or (iv) the change in the majority of the board members at any time during any consecutive twelve (12) months period. If the Supplier experiences a Change of Control by a direct or indirect competitor of the Company, the Supplier shall be notified in writing within ten (10) business days of such Change of Control. If in the sole opinion of Company such Change of Control may be detrimental to the existing or future business of Company, Company may then at its own option (i) terminate the Contract immediately, or (ii) alternatively by giving six (6) months written notice thereof at any time following such Change of Control.

15.2 **终止的义务:**在合同届满或因任何原因收到终止合同通知后, 供货方应立即: (1) 根据通知停止工作; (2) 不再安排分包人或者采购材料、服务、设施的订单, 但为完成合同持续部分而必需的除外; (3) 终止所有与被终止工作有关的合同。在合同终止后, 供货方应向公司交付已经完成和尚未完成的工作, 包括所有设计、图纸、规格、其它与上述工作有关而生产的或者需要的资料与材料。

**15.2 Obligations on Termination:** Upon expiration or after receipt of notice of termination for any reason, Supplier shall immediately: (i) stop work as directed in the notice; (ii) place no further subcontracts or purchase orders for materials, services or facilities hereunder, except as necessary to complete the continued portion of the Contract; and (iii) terminate all contracts to the extent they relate to work terminated. After termination, Supplier shall deliver to Company all completed work and work in process, including all designs, drawings, specifications, other documentation and material required or produced in connection with such work.

15.3 无论合同因为何种原因而终止，都不影响合同终止前双方的权利与义务。如果任何义务与职责根据其性质应在合同终止与届满后依然存在（例如，保密与知识产权等），则在合同届满与终止后继续存在。

15.3 Termination of the Contract, howsoever arising, shall be without prejudice to the rights and obligations of the parties accrued prior to termination. Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Contract (e.g. Confidentiality, IPR) shall survive the expiration or termination of the Contract.

## 16 转让与分包

### 16 Assignment and Sub-Contracting

16.1 在没有获得公司书面同意的情况下，供货方不得转让、转移或者分包合同中的任何权利和义务。公司有权转让或者分包其所有的权利和义务。

16.1 The Supplier cannot, without the Company's prior written consent, assign, transfer or sub-contract any of its rights or obligations under any Contract. The Company may assign or subcontract all of its rights or obligations.

16.2 如果公司同意使用供货方的分包方，则供货方应（1）保证分包方责任的履行，并仍对其承担责任；（2）向公司赔偿所有由供货方的分包方做为或者不做为导致的，给公司或者任何第三方带来的任何损害、损失与费用；（3）向其分包方足额付款。如果供货方未及时向分包方的合同履行进行付款，公司有权（但非义务），向分包方进行支付，并且根据向分包方支付的数额相应抵销应向供货方支付的数额。供货方应全额赔偿公司，为公司辩护，并使其免于任何类型因供货方未向分包方及时付款导致的所有损害、损失与费用。

16.2 If Company consents to the use of a subcontractor by Supplier, Supplier will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify Company for all damages and costs of any kind incurred by Company or any third party and caused by acts and omissions of Supplier's subcontractors and (iii) make all payments to its subcontractors. If Supplier fails to timely pay a sub-contractor for work performed, Company will have the right, but no obligation, to pay the subcontractor and offset any amount due to Supplier by any amount paid to the subcontractor. Supplier will defend, indemnify and hold Company harmless for all damages and costs of any kind, without limitation, incurred by Company and caused by Supplier's failure to pay its subcontractor.

16.3 在法律允许的最大限度内，任何一方如果不是合同当事人，则无权要求执行任何条款或者从中获益，无论是基于可适用的法律、惯例或者其他原因。

16.3 To the extent allowed by applicable law, no person who is not a party to Contract shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, customs or otherwise.

## 17 合规和企业社会责任

### 17 Compliance and Corporate Social Responsibility

17.1 供货方表明及保证遵守与本合同内责任相关的所有适用法律、法规、规则 and 规定（即使在合同订立后才适用），包括但不限于与货物制造、销售、发送相关的环境、健康、安全法律、反贪腐法律和入权法。

17.1 The Supplier represents and warrants that it will comply will all applicable (even if they become applicable after Contract conclusion) laws, statutes, rules and regulations pertaining to its obligations under the Contract, including,

but not limited to the relevant environment, health and safety laws relating to the manufacture, sale and delivery of the Goods, anticorruption laws and human rights.

- 17.2 供货商确认已阅读及明白固瑞特的供货商行为守则和固瑞特的可持续发展政策，行为守则和可持续发展政策都藉着提述方式纳入每份合同，并能在固瑞特的网页 ([www.gurit.com/policies](http://www.gurit.com/policies)) 查阅。供货商承诺遵守行为守则和可持续政策的条文，及确保/鼓励集团所属的每间公司及其任何卖家、供货商或分包商适用时遵守该条文。公司被要求时会向供货商提供该条文的打印本。
- 17.2 The Supplier acknowledges having read and understood Gurit's Supplier Code of Conduct and Gurit's Sustainability Policy, incorporated into each Contract by reference and accessible on the homepage of the Gurit Group ([www.gurit.com/policies](http://www.gurit.com/policies)). The Supplier undertakes to comply with their provisions and to ensure/encourage, when applicable, that each entity of the group it belongs to and any of its vendors, suppliers or subcontractors will comply with such provisions. Upon request, the Company shall provide the Supplier with a printed copy of these provisions.
- 17.3 供货商声明及保证根据可持续发展的准则进行其业务，而且会 (i) 采取有效措施减少其行动对环境的影响；(ii) 尽最大努力减少废物、保护资源、减少碳足迹及促进其运作中的可持续发展经营手法。供货商须定期评估及改善其可持续发展绩效，并与公司共同合作以达到可持续发展的成果。
- 17.3 The Supplier declares and warrants that it conducts its business in accordance with the principle of sustainable development and shall: (i) take effective measures to minimize the impact of its actions on the environment; and (ii) make its best efforts to reduce waste, conserve resources, reduce carbon footprint and promote sustainable practices in its operations. The Supplier shall regularly evaluate and improve their sustainability performance and shall cooperate with the Company in joint efforts to achieve sustainable outcomes.
- 17.4 在固瑞特要求下，供货商同意加入 Sedex 平台（或固瑞特接受的另一个同等平台），并取得一个有效认证，或完成固瑞特要求的任何与本第17款包含事项相关的尽职审查问卷。
- 17.4 Upon Gurit's request, Supplier accepts to join the Sedex platform (or another equivalent platform accepted by Gurit) and obtain a valid certification or to complete any due diligence questionnaire as requested by Gurit related to the matters contained in this clause 17.
- 17.5 供货商表明及保证供货商和其董事会以及其任何具有法律或实际控股权益的控股公司、股东 (i) 不是受制裁的机构或人士（即被任何一方所属司法管辖区的制裁监管局所列出的机构人士）；(ii) 在与其业务、经营或活动有关的适用范围不违反任何制裁规则或命令。在情况有变时，供货商须书面通知公司，不得延迟，而公司可按其选择给供货商书面通知后立刻暂停及/或终止合同。
- 17.5 The Supplier represents and warrants that neither itself and its board of directors nor any of its parent companies, shareholders with a legal or de facto controlling interest (i) is a sanctioned organisation or person (i.e., listed by a sanctions authority with jurisdiction over any of the Parties); (ii) is violating any sanctions regulations and orders to the extent that they are applicable to its business, dealing and activities. In the event of a change of situation, the Supplier shall inform the Company by written notice without delay and the Company may, at its option, suspend and/or terminate the Contract with immediate effect upon written notice to the Supplier.
- 17.6 公司通知供货商后，有权自行或通过委托第三方核证供货商遵守本第17款的情况，包括供货商依循可持续发展经营手法的情况。
- 17.6 The Company shall have the right to verify Supplier's compliance with this clause 17 including Supplier's adherence to the sustainability practices, either by itself or through third parties that it commissions, with prior notice.
- 17.7 任何违反本第17款包含的责任是本合同的重大违约，公司有权立刻终止合同，而不损害以下的或法律上任何其他权利或补救方法。
- 17.7 Any violation of an obligation contained in this Clause 17 is a material breach of the Contract and entitles Company to terminate the Contract with immediate effect and without prejudice to any further rights or remedies available thereunder or at law.
- 17.8 公司已建立报告渠道，让供货商及其员工可报告违反适用法律、政策、或行为守则个案。  
(<https://www.gurit.com/report-a-concern/> - 在本网页内指明联系详情。)
- 17.8 The Company has established reporting channels where Supplier and its employees may report violations of applicable laws, policies or code of conduct. (<https://www.gurit.com/report-a-concern/> - contact details specified on this page).

## 17 全部协议

### 18 Entire Agreement

18.1 每个合同均构成双方之间的全部协议和谅解，并取代之之前所有明确或者可推断的有关相同主题的陈述、安排、谅解、协议。本条款中的任何内容不得排除或者限制欺诈或者欺诈性陈述引发的责任。

18.1 Each Contract constitute the whole agreement and understanding of the parties and supersede all previous representations, arrangements, understandings and agreements between the parties relating to the subject matter. Nothing in this Condition shall operate to exclude or limit liability for fraud or fraudulent

misrepresentation.

## 19 通知

### 19 Notices

19.1 1 一方向对方发出的任何通用协议项下的通知均采用书面形式，通知应发给对方住所地或者对方的主要营业地，或者任何其他在当时已经通知为正确的接收文件地址。任何通知应由专人或者以一等邮局挂号邮件方式送达（如果收件地在海外，应采用航空信的方式）。**电子邮件是无效的通知方式**。通知可以采用传真的方式但是应符合本条之规定。以专人方式通知的，呈交通知时，视为送达。国内范围的通知邮寄两个工作日后视为送达，国际范围的通知，邮寄的4个工作日后视为送达

19.1 Any notice given under these Conditions must be in writing, addressed to the registered office or principal place of business of the addressee or any other address as may, at the relevant time, have been notified as the correct address for service. Any notice must be delivered by hand or sent by first class (airmail if overseas), registered delivery post. **Email shall not be effective notice.** Notices may be faxed provided they are also sent in accordance with this Condition. Notice shall be deemed received if delivered by hand, at the time of delivery, and if posted nationally, two, or internationally, four, Working Days after the date of posting.

## 20 不放弃权利

### 20 Waiver

20.1 经拥有权利一方获得授权的代表签字并发出书面通知，才构成该方放弃权利或者救济手段的有效方式。放弃任何权利均不视为放弃追究之后的违约责任。对于任何权利或者救济措施的单独或者部分实施，不影响对该权利或者救济措施在将来的实施，或者实施其他权利与救济。

20.1 Any waiver by either party of any right or remedy will only be effective if made in writing and signed by a duly authorised representative of the entitled party. No waiver will be treated as waiving any subsequent breach and no single or partial exercise of a right or remedy shall prevent further exercise of the right or remedy or the exercise of another right or remedy.

## 21 可分性

### 21 Severance

21.1 如果合同的任何条款全部或者部分地被法院或者有关部门宣布为无效或者不得实施，则视该条款的全部或者部分已经不包括在合同之中，合同其余部分的效力不受影响。

21.1 If any provision of the Contract is held by any court or other competent authority to be void or unenforceable either in whole or part then such whole or part provision shall be deemed deleted from the Contract and the enforceability of the remainder of the Contract shall not be affected.

### 23 当事人之间的关系

#### 23 Relationship of the Parties

23.1 合同的任何内容均不构成公司与供货方之间或者、公司与供货方的任何员工之间存在任何合伙、代理、雇佣或者合资关系。

23.1 Nothing in the Contract shall be deemed to create between the Company and the Supplier or any of the Supplier's personnel any of the relationships of partnership, agency, employment or joint venture.

### 24 法律与管辖

#### 24 Law and Jurisdiction

24.1 本合同与所有与之有关的争议均应适用公司住所地法律（不含冲突规则），据此进行解释，并由公司住所地法院进行排它性的管辖。供货方不可撤销地放弃其可能具有的在上述法院进行诉讼符合不方便法院原则的主张。如果按照适用的法律，本条全部或者部分无效或者无法实施，则合同的其余部分（包括本通用协议）不受影响。

24.1 The Contract and all disputes arising thereunder will be governed by and interpreted in accordance with the laws and will be subject to the exclusive jurisdiction of the courts in the place where the Company's domicile is located, but excluding the rules on conflict of law. The Supplier irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum. Should any term or provisions hereof be held wholly or partly invalid or unenforceable under applicable law, the remainder of the Contract (including the Conditions) will not be affected thereby.

### 25 语言

#### 25 Language

25.1 如果本合同存在超过一种以上的语言文本，并且其中一种语言为英文，则英文文本优先适用。

25.1 Should the Contract documents be executed in more than one language, and if one of those languages is English, the English version shall prevail.