General Terms and Conditions of Sale

销售通用条款

1. GENERAL

1.1 These General Terms and Conditions of Sale ("GTC") apply to all sales and services provided by the Supplier (as defined below). They form an integral part of the contract concluded between the Supplier and the Buyer (each a "Party", collectively the "Parties"). These GTC shall be deemed an integral part of all offers made by the Supplier, regardless of whether they are expressly referred to in the relevant contract.
1.2 Any conflicting, deviating or supplementary general terms and conditions of the Buyer are expressly rejected by the Supplier. Any deviations from these GTC require a written agreement between the Parties to be valid.
1.3 These GTC are provided in both English and Chinese. In the event of any inconsistency or discrepancy between the English and Chinese versions of these GTC, the English version shall prevail.

1. 总则

1.1 本《销售通用条款》（以下简称"本通用条款"）适用于供应商（定义见下文）提供的所有销售及服务。本通用条款构成本供应商与采购方（单称"一方"，合称"双方"）之间所订立合同不可分割的组成部分。无论相关合同中是否明确援引，本通用条款均视为供应商全部要约的组成部分。
1.2 采购方作出的任何与本通用条款内容相冲突、相悖或补充的通用条款，供应商均明确不予认可。对本通用条款内容的任何变更、删减或增补，仅在双方签署书面协议的情况下方可生效。
1.3 本通用条款以中英文两种文字载明。本通用条款英文与中文版本如有任何不一致或歧义，以英文版本为准。

DEFINITIONS

Unless otherwise specified in these GTC, the following terms shall have the meanings assigned to them below:
"Buyer": any natural or legal person or partnership that concludes a contract with the Supplier for the provision of Contractual Services (as defined below).
"Services": all services to be provided by the Supplier to the Buyer, with the exception of the supply of goods.
"Supplier": the HOERBIGER Group company that provides the Contractual Services(as defined below) to the Buyer.
"Days": calendar days.
"Contract": the entirety of the contractual provisions, including in particular the mutual rights and obligations of the Supplier and the Buyer, which are agreed between the Parties and which relate to the delivery of Goods and/or the provision of Services (each as defined below) by the Supplier to the Buyer.
"Confidential Information": all information, data, documents and materials of any kind, regardless of their form or medium (including in written, oral, visual, electronic or any other form), which are disclosed, made available or become known to one Party directly or indirectly by the other Party or its affiliated companies, authorised representatives or appointed advisers, or which becomes known through inspection of tangible or intangible items, regardless of whether it is expressly marked as confidential or not, including in particular:
(i) technical information, know-how, processes, methods, formulas, designs, prototypes, samples,

定义

除非本通用条款另行明确约定，下述术语释义如下：

采购方：与供应商订立合同、接受合同服务（定义见下文）的自然人、法人或合伙企业。
服务：供应商向采购方提供的除货物供应之外的全部服务内容。
供应商：指向买方提供合同服务（定义见下文）的HOERBIGER 集团的具体关联公司。
自然日：指日历自然日。
合同：双方就供应商向采购方交付货物及/或提供服务（定义见下文）所达成的全部合同约定条款，尤其包含双方约定的各项权利与义务。
保密信息：无论形式与载体如何（包括书面、口头、影像、电子及其他一切形式），由另一方或其关联公司、授权代表或委托顾问直接或间接向一方披露、提供或使该方知悉的，或通过查验有形、无形标的物获知的一切信息、数据、文件及资料，无论该信息是否标注保密字样，具体包括：
（i）技术信息、专有技术、生产工艺、操作方法、配方、设计方案、原型产品、样品、软件代码、算法及各类技术文件资料；
（ii）商业与财务信息，包括商业计划、经营战略、融资方案、财务预测与分析、预算、定价核算及成本结构；
（iii）客户与供应商信息，包括客户名称、客户名单、供应商清单、合同及条款与条件细节、市场及竞争分析报告；
（iv）营销方案、销售策略、组织架构、人事信息及

software code, algorithms and other technical documentation;
(ii) business and financial information, including business plans, strategies, financing plans, financial forecasts and analyses, budgets, price calculations and cost structures;
(iii) customer and supplier information, including customer names, customer lists, supplier directories, contract and terms and conditions details, and market and competitive analyses;
(iv) marketing plans, sales strategies, organisational structures, personnel information and internal reports; and
(v) any other information which, by its nature or due to the circumstances of its disclosure, is reasonably regarded as confidential.
"Contractual Services": the goods to be delivered and/or services to be performed by the Supplier under the Contract.
"Contract Price": the remuneration owed by the Buyer to the Supplier for the performance of the Contractual Services.
"Goods": all physical items to be supplied by the Supplier, including in particular data carriers, software and associated documentation and information.
"PRC": means the People's Republic of China, which for the purposes of these GTC only, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan.

内部报告；和
（v）依据属性或披露场景，可合理认定为保密性质的其他各类信息。
合同服务：供应商根据本合同约定需交付的货物及/或提供的全部服务。
合同价款：采购方因供应商履行合同服务义务而应向其支付的全部对价。
货物：供应商供应的全部有形标的物，尤其包含数据载体、配套软件及相关文件资料与信息。
中国：指中华人民共和国，仅为本通用条款之目的，不包括香港特别行政区、澳门特别行政区及台湾。

2. CONCLUSION AND CONTENT OF THE CONTRACT

2.1 Every order placed by the Buyer shall be deemed an offer to purchase the Goods and/or Services on the terms of these GTC. A contract shall come into existence exclusively through a written order confirmation from the Supplier or through the commencement of the performance of the contractually agreed delivery of Goods and/or provision of Services by the Supplier. The content of the contract shall be determined exclusively by the Supplier's order confirmation, including these GTC and – where expressly referred to – any specifications, annexes and the quotation.
2.2 In the event of any contradictions or discrepancies between these GTC and a purchase order placed by the Buyer, the provisions of these GTC shall prevail, unless the Supplier's order confirmation expressly refers to the waiver of a specific provision of these GTC.

2. 合同的订立与内容

2.1 采购方提交的所有订单，均视为采购方依据本通用条款约定采购货物及/或服务的要约。合同仅在供应商出具书面订单确认书，或供应商实际开始履行合同约定的货物交付、服务提供义务时成立。合同内容仅以供应商的订单确认书为准，包含本通用条款，以及明示援引的任何技术规范、附件及报价单。

2.2 若本通用条款与采购方订单内容存在冲突或不一致，以本通用条款约定为准；但供应商订单确认书中明确载明豁免本通用条款某项特定条款的除外。

3. DELIVERY, TRANSFER OF RISK, ACCEPTANCE INSPECTION

3.1 Unless expressly agreed otherwise in writing or otherwise specified in the Supplier's quotation, delivery shall be Free Carrier (FCA) at the Supplier's premises

3. 交付、风险转移与验收

3.1 除双方另有书面明确约定或供应商报价单另有规定外，交付适用《2020 年国际贸易术语解释通则》规定的供应商所在地货交承运人术语（FCA）。

in accordance with INCOTERMS 2020.

3.2 If delivery is delayed due to acts or omissions on the part of the Buyer, or if the Buyer fails to take delivery of the Goods after being notified that they are ready for dispatch, or fails to provide appropriate shipping instructions, the Supplier shall be entitled to store the goods in a suitable warehouse at the Buyer's expense and risk. The Buyer shall bear all storage costs actually incurred, including all ancillary costs (in particular insurance, transport and handling costs), plus a handling fee amounting to five per cent (5%) of the total storage costs. Upon storage of the goods, delivery shall be deemed to have taken place, the risk shall pass to the Buyer and the Contract Price shall become due for payment.

3.3 The Supplier is entitled to make partial deliveries and to perform services in part.

3.4 If the Parties have expressly agreed to carry out an acceptance test, this shall be conducted in accordance with the contractual provisions during normal business hours at the Supplier's premises. All costs and expenses incurred in connection with the acceptance test shall be borne by the Buyer. The acceptance criteria and the applicable testing procedure shall be determined by mutual agreement between the Parties.

3.5 The Supplier shall notify the Buyer in good time of the date of the acceptance test so that the Buyer is able to attend. If the Buyer fails to attend the acceptance test despite having been duly notified, the Contractual Services shall be deemed to have been accepted by the Buyer.

3.6 In the case of call-off contracts, the Supplier shall agree with the Buyer on a total delivery quantity, which the Buyer shall call off within the agreed period. The call-offs, specifying the exact partial quantities, must be submitted to the Supplier no later than six weeks before the start of the respective delivery month.

3.2 若因采购方作为或不作为导致交付延误，或采购方收到货物备妥发货通知后未提货、未提供有效发货指令的，供应商有权将货物存放于适宜仓库，相关费用与风险均由采购方承担。采购方需支付全部实际产生的仓储费用，包括所有附属费用（含保险、运输、装卸费用），另需支付仓储总费用 5%的操作服务费。货物入库即视为完成交付，货物风险转移至采购方，合同价款即刻到期应付。

3.3 供应商有权分批交付货物、分段提供服务。

3.4 若双方明确约定需开展验收测试，测试应在供应商厂区、正常工作时间内按照合同约定执行，全部验收测试费用由采购方承担。验收标准及测试流程由双方协商确定。

3.5 供应商应提前向采购方告知验收测试时间，以便采购方派员参与。采购方虽经适当通知仍缺席验收测试的，视为采购方已验收合格全部合同服务。

3.6 对于分批提货合同，双方应约定总交付数量，采购方需在约定期限内分批提货。采购方需在对应交付月份起始日前六周，向供应商提交载明具体分批数量的提货通知。

4. DELIVERY PERIOD

4.1 Delivery dates are non-binding estimates, unless expressly a binding delivery date has been agreed in writing. In the case of non-binding delivery dates, the Supplier shall only be liable for damages resulting from delay in accordance with Clause 9. Claims arising from intent or gross negligence, as well as from culpable breach of material contractual obligations, remain unaffected; in the latter case, liability is limited to foreseeable damage typical for the Contract.

4.2 If a delivery date cannot be met for reasons beyond the Supplier's control, or if a delay in the fulfilment of the Supplier's contractual obligations arises as a result of acts or omissions attributable to the Buyer or its representatives, or if the Supplier is thereby prevented from fulfilling them, the delivery, performance or completion date shall be adjusted accordingly. In the event of a delay attributable to the Buyer or its representatives, the Supplier shall also be entitled to

4. 交付期限

4.1 除非双方书面明确约定为具有约束力的交付日期，所有交付日期均为不具有约束力的预估日期。对于不具有约束力的交付日期，供应商仅需按照本通用条款第 9 条约定承担延期交付的赔偿责任。因供应商故意、重大过失或过错性违反重大合同义务产生的索赔权利不受本条限制；在后一种情形下，赔偿责任以本合同项下通常可预见的损失为限。

4.2 因供应商无法控制的原因导致无法满足交付日期，或因可归责于采购方或其代表的作为/不作为导致供应商迟延履行或无法履行合同义务的，交付日期、履行期限或完成日期相应顺延。因可归责于采购方或其代表的原因导致延误的，供应商有权就实际产生的全部额外费用，向采购方收取合同价款附加费。采购方要求提供费用凭证的，供应商应当予以提供。顺延期限届满仍无法履约的，供应商有权部分或全部解除本合

charge the Buyer for all additional costs actually incurred as a surcharge on the agreed Contract Price. Evidence of the costs must be provided to the Buyer upon request. If performance is not possible even within the adjusted period, the Supplier is entitled to withdraw from the Contract in whole or in part. If a delay in a delivery date occurs due to trade restrictions (see Clause 21.1), the provisions of Clause 21.3 shall take precedence.

同。因贸易管制（见第 21.1 条）导致交付延误的，优先适用第 21.3 条约定。

***5.** PAYMENT, DEFAULT OF PAYMENT*

5.1 Unless otherwise expressly agreed in writing, the Contract Price excludes the costs of: (i) packaging; (ii) delivery and freight costs, unless these costs are to be borne by the Supplier in accordance with the applicable INCOTERMS 2020; and (iii) VAT and all other taxes and duties payable by the Buyer in the amount and form prescribed by law. Unless expressly agreed otherwise in the Contract, invoices shall be issued and payments shall be made in CNY.

5.2 The Supplier shall be entitled to adjust the Contract Price retrospectively to take account of any additional costs actually incurred arising from the following circumstances: (i) changes to the specifications of the goods and/or services or to the agreed delivery terms (including delivery terms expressly agreed upon that deviate from FCA INCOTERMS 2020) made at the Buyer's request and with the Supplier's consent; (ii) delays caused by the Buyer; (iii) extraordinary increases in the cost of raw materials or other procurement costs; or (iv) changes to the agreed volume or quantities. In the event of an extraordinary reduction in the cost of raw materials or other procurement costs, the Contract Price shall be reduced accordingly at the Buyer's request. The adjustment of the Contract Price shall in each case be limited to the actual change in costs incurred.

5.3 Payment of the Contract Price shall be made in full and without deductions. The Buyer shall only be entitled to set-off if its counterclaim is undisputed or has been established by a final and binding court decision. The Buyer may only assert rights of retention insofar as they are based on the same contractual relationship. Unless otherwise agreed in writing by the Parties:

(i) For orders or contracts relating exclusively to the purchase of spare parts or components, the Buyer shall pay an advance payment equal to thirty percent (30%) of the total Contract Price upon conclusion of the Contract. Twenty percent (20%) of the total Contract Price shall constitute a deposit, and the remaining ten percent (10%) shall be credited toward the Contract Price. The remaining Contract Price shall be paid within thirty (30) calendar days from receipt of the invoice by the Buyer. (ii) For service orders or contracts, the payment term is thirty (30) days from receipt of the invoice.

5.4 If the Buyer fails to make a payment when due, or

5. 付款与逾期付款

5.1 除非双方另行书面约定，合同价款不含以下费用：（i）包装费；（ii）运输及货运费用（《2020 年国际贸易术语解释通则》约定由供应商承担的除外）；（iii）增值税及其他所有应由采购方按照法律规定的金额和形式缴纳的税费。除非合同另有约定，供应商开具的发票币种[及付款币种]为人民币。

5.2 出现下列情形并产生实际额外成本的，供应商有权溯及调整合同价款：（i）经供应商同意，采购方要求变更货物/服务技术规范、变更既定交付条款（包括明确约定的偏离《2020 年国际贸易术语解释通则》FCA 术语的交付条款）；（ii）采购方原因导致履约延误；（iii）原材料及其他采购成本大幅上涨；（iv）约定供货规模或数量发生变动。若原材料或其他采购成本大幅下降，采购方可申请相应调减合同价款。价款调整金额以实际发生的成本变动额为限。

5.3 合同价款需全额支付，不得抵扣、扣减。采购方仅可在自身反诉债权无争议或已由生效终审司法判决确认的前提下，行使抵销权。采购方仅可基于同一合同关系主张行使相关履行抗辩权。除双方另有书面约定外：（i）对于仅涉及配件或零部件供应的订单或合同，采购方应于合同成立后支付合同总价款百分之三十（30%）作为预付款，其中合同总价款百分之二十（20%）构成定金，其余百分之十（10%）计入合同价款，剩余合同价款应于采购方收到发票之日起三十（30）个自然日内支付；（ii）对于服务订单或合同，付款期限为采购方收到发票之日起三十（30）个自然日。

5.4 若采购方未按期、足额支付款项，且未在供应商书面指定的合理宽限期内结清欠款的，在不损害供应商其他合同权利与法定权利的前提下，供应商有权依法采取以下一项或多项措施：（a）部分或全部中止履行合同义务，暂停未交付货物及未提供服务的履约行为；（b）要求采购方为逾期款项提供足额担保（含银行保函、保证担保等）；（c）单方变更付款条款，要求预付货款或同步履约付款；（d）书面通知单方即时解除全部合同或未履行部分的合同；（e）依法主张违约损失赔偿；（f）以供应商对采购方可能享有的任何债权进行抵销。因采购方违约导致供应商中止履约或解除合同产生的全部费用、损失，均由采购方承担。

fails to make it in full, and the outstanding amount is not settled within a reasonable grace period set in writing by the Supplier, the Supplier shall be entitled – without prejudice to its other contractual and statutory rights – to take one or more of the following measures at its discretion, to the extent permitted by law: (a) to suspend further performance of its contractual obligations in whole or in part, including withholding outstanding deliveries; (b) to demand the provision of adequate security (in particular a bank guarantee or surety) for the outstanding payment; (c) to unilaterally amend the terms of payment to require advance payment or performance on a like-for-like basis; (d) to terminate the Contract in whole or in respect of the part not yet performed with immediate effect by written notice; (e) to claim damages in accordance with applicable law; and (f) to set off any claims the Supplier may have against the Buyer. All costs and damages incurred by the Supplier as a result of such suspension or termination shall be borne by the Buyer.

5.5 In the event of late payment, the Supplier shall be entitled to charge liquidated damages at a daily rate of 0.05%. Such liquidated damages shall be calculated from the day following the due date until receipt of full payment. The Supplier reserves the right to claim further damages for delay and other statutory claims. All reminder and debt collection costs incurred as a result of the Buyer's delay in payment, including reasonable legal fees, shall be borne by the Buyer.

5.5 采购方逾期付款的，应按每日万分之五承担违约金。违约金自款项到期次日起算，至款项全额到账之日止。供应商保留主张其他延期损失及法定索赔的权利。采购方逾期付款产生的全部催款费用、追偿费用（含合理律师费），均由采购方承担。

6. *WARRANTY AND NOTIFICATION OF DEFECTS*

6.1 The Buyer bears sole responsibility for the selection of the Contractual Services and their suitability for the Buyer's intended purpose. The Supplier gives no warranty that the Contractual Services are suitable for a specific purpose intended by the Buyer, unless this has been expressly agreed in writing.

6.2 Subject to the exceptions, limitations and conditions set out in these GTC, the Supplier warrants that the Goods and Services shall, at the time of delivery or performance, be of the quality agreed in the Contract or, where no specific quality has been agreed, shall comply with the Supplier's specifications. The Supplier accepts no warranty whatsoever in respect of the delivery of prototypes. Unless expressly agreed otherwise between the Parties, "prototype" shall mean exclusively those parts, goods or services which, at the time of conclusion of the Contract, have not yet reached production readiness.

6.3 The Buyer is obliged to carefully inspect the Contractual Services immediately upon delivery or provision of the Services, but in any event within fourteen (14) days, for completeness, correctness and any defects. Obvious defects must be reported to the Supplier in writing without delay, but no later than fourteen (14) days after delivery or provision of the Service. Hidden defects must be reported in writing immediately upon discovery, but no later than fourteen

6. 质量保修与瑕疵告知义务

6.1 采购方对选定的合同服务及该等服务是否适配自身使用目的承担全部责任。除非双方书面明确约定，供应商不对合同服务适配采购方特定使用目的作出任何保证。

6.2 在遵守本通用条款约定的例外、限制和条件的前提下，供应商保证交付货物及提供服务时，质量符合合同约定标准；无约定标准的，符合供应商技术规范。供应商对原型产品交付不承担任何保修责任。除非双方另行约定，本条款所指"原型产品"为合同订立时尚未实现量产的零部件、货物或服务。

6.3 采购方需在货物交付、服务提供后立即对货物及服务的完整、正确及是否存在瑕疵进行全面检验，且最迟需在 14 日内完成检验。显性瑕疵需立即书面告知供应商，且不得晚于交付/服务完成后 14 日；隐性瑕疵需在发现后立即书面告知，且不得晚于发现瑕疵后 14 日。瑕疵告知书需详细列明瑕疵具体情况。

6.4 采购方未按期检验货物、未按规定告知瑕疵的，视为货物与服务验收合格，丧失全部瑕疵保修索赔权利。

6.5 各类瑕疵（含隐蔽瑕疵）的质量保证期为自货物交

(14) days after detection. The notice of defect must contain a detailed description of the defect.
6.4 If the Buyer fails to inspect the Goods or report defects in good time, the Contractual Services shall be deemed to have been approved; warranty claims are excluded in this case.
6.5 The warranty period for defects of any kind (including hidden defects) shall be twelve (12) months from the delivery of the goods or provision of the Services (the “Warranty Period”). If the Parties have agreed on an acceptance inspection, the Warranty Period shall commence upon acceptance by the Buyer. The Buyer shall complete the acceptance inspection within fifteen (15) days after delivery of the Goods. If the Buyer is unable to complete the acceptance inspection within such period due to reasons attributable to the Buyer, it shall notify the Supplier in writing within such period. Subject to the Supplier's written consent, the acceptance period shall be extended accordingly. Upon expiry of the extended acceptance period, or where the Buyer fails to provide the foregoing notice to the Supplier, if the Buyer has not completed the acceptance inspection within thirty (30) days after delivery of the Goods, the Goods shall be deemed accepted, and the applicable Warranty Period shall commence no later than the thirtieth (30th) day following delivery of the Goods.
6.6 The Supplier’s warranty is excluded for:
(i) goods purchased second-hand by the Buyer or which have already been put into service prior to notification of the defect, insofar as the defect is attributable to previous use; (ii) natural wear and tear and normal depreciation; (iii) materials supplied by the Buyer; (iv) defects attributable to repairs, reworking, modifications or other alterations to the goods carried out by the Buyer or third parties without the Supplier’s prior written consent; (v) defects resulting from (a) improper storage, (b) improper installation, (c) improper operation or handling, (d) failure to comply with the safety requirements specified by the Supplier, (e) use under operating conditions deviating from the specifications, (f) insufficient or improper repair/maintenance or servicing, or (g) use of unsuitable operating resources or replacement materials; and (vi) the use of software or spare parts not authorised by the Supplier. The warranty is also excluded if the defect is attributable to chemical, electrochemical or electrical influences for which the Supplier is not responsible.
6.7 At the Supplier’s request, the Buyer shall bear all costs incurred by the Supplier in connection with the investigation and assessment of a defect claimed by the Buyer, provided that it transpires that an exclusion of warranty pursuant to this clause applies. The Buyer shall be solely responsible for the completeness and accuracy of the information provided by it in connection with the Contractual Services.
6.8 The Supplier excludes liability for defects of title, unless it had knowledge of such a defect of title at the

付或服务提供之日起 12 个月（“质量保证期”）。若双方约定验收的，质量保证期自采购方验收之日起算。采购方最迟应于货物交付之日起 15 日内进行验收。如因采购方原因不能按时验收，采购方应在前述期限内书面通知供应商；经供应商书面同意后，验收期限相应顺延。顺延后的验收期限届满后，或者采购方未按上述约定向供应商发出延期通知的情形下，如采购方自货物交付之日起 30 日内仍未完成验收，则视为货物已通过验收，且相关质量保证期应最迟于货物交付之日起第三十（30）日起算。

6.6 以下情形，供应商免除全部保修责任：
（i）采购方采购的二手货物，或瑕疵通知前已投入使用的货物，且瑕疵由前期使用导致；（ii）正常磨损与自然损耗；（iii）采购方自行提供的原材料导致的瑕疵；（iv）未经供应商书面许可，采购方或第三方对货物自行维修、改造、改制或其他改动产生的瑕疵；（v）因采购方(a)储存不当、(b)安装违规、(c)操作或使用不当、(d)未遵守供应商安全规范、(e)偏离额定工况使用、(f)维修、维护或保养不足或不当、或(g)使用不合格耗材及配件导致的瑕疵；（vi）使用非供应商授权的软件、配件产生的瑕疵。因非供应商原因导致的化学、电化学、电气环境影响产生的瑕疵，同样免除保修责任。

6.7 若经查明采购方主张的瑕疵属于本条约定的保修除外情形的，应供应商要求，采购方应承担供应商核查、鉴定瑕疵所产生的全部费用。采购方对其向供应商提供的与合同服务相关信息的完整性、真实性、准确性承担全部责任。

6.8 供应商免除标的物权利瑕疵的赔偿责任，但供应商在合同订立时明知权利瑕疵或因重大过失未发现瑕疵的除外。

6.9 对于符合《欧盟关于货物销售合同法律若干事项的 2019/771 指令》定义的含数字功能货物，针对商业客户，本通用条款未约定的额外法定保修义务、超范围保修义务，均予以免除。

6.10 在法律强制性规定允许范围内，本通用条款约定的保修条款为唯一有效条款，取代所有其他明示、默示及法定的货物及/或服务瑕疵有关的陈述、保证及条件（含适销性、特定用途适配性担保）。

time of conclusion of the Contract or was grossly negligent in failing to recognize it.

6.9 Any warranty provided by the Supplier for goods containing digital elements within the meaning of Directive (EU) 2019/771 on certain aspects of the law of contracts relating to the sale of goods, which goes beyond the warranty provided for in these GTC, as well as any additional national warranty requirements relating to such goods, is excluded in relation to business customers.

6.10 The warranty set out in these GTC is exclusive and supersedes all other express, implied or statutory representations, warranties and conditions (including, in particular, any warranties of merchantability or fitness for a particular purpose) in connection with defects in the Goods and/or Services, to the extent that such exclusion is permitted under mandatory law.

7. REMEDY OF DEFECTS

7.1 If, at the time of the passing of risk, the Goods or Services do not possess the contractually agreed quality, the Supplier shall be obliged to remedy the defect. The Supplier shall be entitled, at its sole discretion, to effect subsequent performance by rectification (repair or replacement of the defective parts) or by subsequent delivery (replacement of the defective Goods or Services with goods or services free from defects).

7.2 The Supplier is entitled to attempt rectification on multiple occasions and, at its own discretion, to choose between repair and replacement. The Supplier shall bear the costs incurred in connection with the subsequent performance, in particular transport, shipping, labour and material costs, insofar as these do not arise because the Goods have been moved to a location other than the place of performance, or because the defect claimed by the Buyer is not recognised as a defect by the Supplier, or is not covered by the warranty. The choice of the most cost-effective method of rectifying the defect is at the sole discretion of the Supplier. The Supplier is entitled to demand reimbursement from the Buyer for any unjustified costs incurred in rectifying the defect. This includes expenses for the removal and installation of goods that have been integrated into or connected to another item.

7.3 Rectified or replaced Goods and/or Services are covered by the warranty exclusively for the remaining duration of the original warranty period; the warranty period shall not be extended or restarted as a result of the rectification.

7.4 Subject to the agreed delivery terms, the Buyer is obliged, at the Supplier's request, to return the defective Goods to the Supplier at the Buyer's own expense. In the event of a replacement delivery, the replaced Goods must be returned to the Supplier at the Buyer's expense and in accordance with the agreed delivery terms. Ownership of the replaced Goods

7. 瑕疵救济

7.1 货物风险转移时，若货物、服务质量不符合合同约定标准，供应商负有瑕疵整改义务。供应商有权自主选择补救方式，通过维修、更换瑕疵零部件，或另行交付无瑕疵货物、提供无瑕疵服务完成后续履约。

7.2 供应商有权多次开展整改，并自主选择维修或更换方案。除因货物被移至履约地以外的场地、采购方主张的瑕疵不成立、瑕疵不在保修范围内产生的费用外，供应商承担整改产生的运输、物流、人工、物料等全部费用。供应商有权选择成本最优的整改方式，对于采购方无正当理由主张瑕疵、产生不必要整改的，有权向采购方追偿全部整改费用，包含拆卸和安装已被嵌入其他物品或与其他物品相连接的货物所产生的费用。

7.3 整改、更换后的货物及服务，仅享有原保修期限的剩余保修权益，整改行为不延长、不重启保修期限。

7.4 根据既定交付条款，供应商要求返还瑕疵货物的，采购方需自行承担费用返还货物。更换货物交付后，采购方需自费退回原瑕疵货物，且遵守交付条款约定。原货物所有权已转移至采购方的，更换完成后，原瑕疵货物所有权即刻回归供应商所有。

7.5 除法律另有强制性规定外，本通用条款约定的货物、服务瑕疵救济方式为全部救济途径。除供应商、其法定代表人及受其委托履行合同义务的人员存在故意或重大过失情形外，采购方不得主张任何其他索赔权利。

reverts to the Supplier upon replacement delivery, provided that it had previously passed to the Buyer.
7.5 Unless otherwise provided by mandatory laws, the remedies provided for in these GTC in the event of defects in Goods and/or Services are exhaustive. Any further claims, on the part of the Buyer are excluded, unless the damage is due to wilful misconduct or gross negligence on the part of the Supplier, a legal representative or a vicarious agent.

8. RETENTION OF TITLE, SOFTWARE LICENCE, OWNERSHIP OF THE SUPPLIER'S TOOLS

8.1 The Supplier retains title to the Goods until full payment has been made of all present and future claims (including, in particular, ancillary claims arising from interest and claims for reimbursement of expenses or costs) arising from the Contract, in accordance with the following conditions ("Secured Claims"). Upon Supper's request, the Buyer shall take all necessary actions (including execution of necessay documents, registration and/or notifications) to preserve, perfect or enforce the Supplier's Secured Claims herein.
8.1.1 The Goods may not be pledged to third parties or transferred as security prior to full payment of the secured claims. The Buyer may not dispose of the Goods in any way that impairs the Supplier's rights. The Buyer must notify the Supplier immediately in writing if and to the extent that third parties seize the Goods – in particular through attachment – or if an application is made to open insolvency proceedings against the Buyer's assets. The Buyer shall bear all costs necessary to defend against such seizure and to recover the Goods, insofar as these costs cannot be recovered from third parties.
8.1.2 The Buyer is entitled to resell and/or process the Goods in the ordinary course of business subject to the conditions set out below. The 'ordinary course of business' shall no longer apply if the Buyer defaults on payment towards the Supplier.
8.1.3 If the Goods subject to retention of title are processed, transformed or combined, mixed or blended by the Buyer with other items not belonging to the Supplier, such processing, combination, mixing or blending shall be carried out on behalf of the Supplier as the manufacturer in accordance with Article 322 of the Civil Code of the People's Republic of China, without this giving rise to any obligations on the part of the Supplier. The newly created item shall be deemed to be Goods within the meaning of this Contract. The Supplier shall immediately acquire ownership or – if the processing, combination, mixing or blending is also carried out with materials from other suppliers or with the Buyer's items – co-ownership of the newly created item in the ratio of the invoice value (gross invoice amount including any VAT) of the Goods subject to retention of title to the invoice value of the other materials used at the time of the processing,

8. 所有权保留、软件许可及供应商工具所有权

8.1 针对合同项下全部现有及将来债权（含利息、维权费用等附属债权）清偿完毕前，供应商对交付货物享有所有权保留权利，具体适用以下担保约定（以下合称"担保债权"）。应供应商的要求，采购方应采取所有必要行动（包括签署必要文件、登记和/或通知等）以保护、完善或执行供应商本条所述担保债权。

8.1.1 担保债权全额清偿前，采购方不得将货物质押给第三方或向第三方转让作为担保，不得实施任何损害供应商所有权的处分行为。若第三方对货物采取查封、扣押等保全措施，或采购方财产被申请进入破产程序的，采购方需立即书面通知供应商，并自行承担全部维权、货物取回费用（第三方无法赔付的部分）。

8.1.2 在满足下述约定条件的前提下，采购方有权在正常经营过程中转售、加工货物；若采购方对供应商发生付款逾期情形，则不再享有正常经营处分权限。

8.1.3 采购方将供应商保留所有权的货物与其他不属于供应商的物料加工、改造、混合、拼接的，依据《中华人民共和国民法典》第三百二十二条之规定，前述加工、改造、混合、拼接行为视为为供应商之利益实施，供应商不承担任何对应义务，新生成标的物视为本合同项下货物。供应商按原货物开票金额（含增值税）与加工时所用其他物料开票金额的比例，取得新标的物的所有权或共有权，共有份额价值上限为原货物开票总额。若供应商无法取得对应物权，采购方特此将其对新标的物的未来所有权、或按前述比例享有的未来共有权及其对新标的物享有的对应债权，全部让与供应商作为担保，供应商自愿接受该担保让与。若第三方物料权利人不认可该物权归属约定，采购方不得擅自加工、混合；若违规操作，采购方需将新标的物对应权利或第三方索赔债权按比例让与供应商。

8.1.4 采购方转售保留所有权货物（无论是否经过加工、组合、混合）的，特此将转售产生的对下游买方的应收账款，以转售当时尚未结清的含税发票总额为限让与供应商作为担保。采购方承诺在本通用条款生效后立即完成相应账簿登记；此外，采购方每次对外转售货物时，均须单独告知下游买方该债权已转让

combination, blending or mixing, limited in the specific amount to the invoice value (gross invoice amount including any VAT). In the event that the Supplier does not acquire such ownership, the Buyer hereby assigns his future ownership or – in the aforementioned proportion – his future co-ownership of the newly created item or his claim to the new item to the Supplier by way of security. The Supplier hereby accepts this transfer. Processing, mixing, transformation, combining, blending and/or amalgamation may not take place if the Buyer uses materials from a third party which, for its part, does not accept the (co-)manufacture by the Supplier in the aforementioned proportion. The same applies to the transfer of (co-)ownership in the aforementioned circumstances. Should the Buyer nevertheless process, transform or combine, mix or blend the Goods with other items not belonging to the Supplier, the Buyer hereby transfers – in the aforementioned proportion – all his rights to the newly created item or claims against third parties to the Supplier.

8.1.4 Upon resale of the Goods subject to retention of title – whether before or after processing, combination, blending or mixing – the Buyer hereby assigns to the Supplier, by way of security, his claims against the purchaser arising from the resale in the amount of the gross invoice amount (including any VAT) outstanding at the time of the resale. The Buyer undertakes to record an appropriate book entry without undue delay following the valid agreement of these GTC; in addition, the Buyer is obliged, at the time of any onward sale, to separately notify the purchaser of the assignment (notification to the third-party debtor). The Supplier hereby accepts the assignment. If the Supplier has acquired only co-ownership in accordance with Clause 8.1.3, the advance assignment shall extend to the amount corresponding to the Supplier's share of co-ownership in the resold item.

8.1.5 The Buyer shall remain entitled to collect the claims assigned under Clause 8.1.4 provided that it duly meets its payment obligations to the Supplier and does not fall into arrears. The authorisation to collect shall lapse without separate revocation if the Buyer falls into arrears, suspends payments or an application is made to open insolvency proceedings in respect of its assets. In this case, the Supplier shall be entitled to collect the claims assigned to it itself. The Buyer shall then be obliged to notify the Supplier immediately of the assigned claims and their debtors, to provide all information necessary for collection, to hand over the relevant documents and to notify the third-party debtors of the assignment.

8.1.6 The Buyer is obliged to insure the Goods, including the items that have replaced them in accordance with clause 8.1.3, at its own expense against fire, water, theft and other damage to an adequate extent at replacement value. The Buyer hereby assigns to the Supplier all claims against the insurer to which it is entitled in the event of such an insured event, in the amount of the invoice value of the

（即通知第三方债务人）。供应商自愿接受该债权让与。若供应商依据第 8.1.3 条仅取得货物共有权，则本次预先债权让与范围仅覆盖对应供应商共有份额的金额。

8.1.5 采购方按期足额履约、无逾期欠款的，有权自行收取前述让与的应收账款。采购方逾期付款、中止付款、其财产被申请启动破产程序的，该收款权限自动终止，供应商有权直接向第三方债务人收款。采购方需立即向供应商报备全部债权让与信息、债务人信息，移交相关凭证，并通知第三方债务人债权让与事实。

8.1.6 所有权保留期间，采购方需自费为货物及第 8.1.3 条项下形成的新标的物投保足额保险（含火灾、水渍、盗窃等风险），投保价值为货物重置价值。因保险事故产生的全部保险理赔债权，采购方按货物开票金额让与供应商，供应商自愿接受。供应商有权要求采购方提供保险凭证，采购方逾期未提供的，供应商可代为投保，保费由采购方承担。

8.1.7 第三方侵权行为造成货物损毁的，采购方应将向第三方主张损害赔偿的债权，按照第 8.1.3 条约定的比例让与供应商；采购方承诺在本通用条款生效后，立即完成相应账簿登记。供应商自愿接受该债权让与。

8.1.8 所有权保留及担保权利存续期间，货物需维保、检测的，由采购方自费按期完成。

8.1.9 若供应商依据前述条款享有的担保资产可变现总价值，超出担保债权总额 10% 以上的，采购方提出要求时，供应商应自行酌定解除超出部分对应的担保。

8.1.10 采购方违约（尤其逾期付款）的，供应商可依据法律规定解除合同和/或基于所有权保留主张货物返还。若采购方未支付到期购买价款，供应商行使该权利前，需给予采购方合理付款宽限期（法律无需宽限期的除外）。货物返还及处置产生的全部费用由采购方承担。

8.2 合同服务包含软件的，采购方仅享有本通用条款 11.3 条约定的使用许可。本通用条款、供应商的任何要约及履约行为，均不视为供应商向采购方转让、授予供应商及其关联公司知识产权项下的所有权、使用权、开发利用权、转让权及其他任何权利或合法利益。

8.3 合同履约过程中使用的、承载供应商专有技术及/或商业秘密的工装（尤其是模具、夹具、专用工具）及配套技术资料，所有权归供应商所有。合同终止或届满后，采购方无权要求返还、查阅、使用该等工装，供应商有权自行销毁该等工装。

Goods. The Supplier hereby accepts the assignment. At the Supplier's request, the Buyer must provide proof of insurance. If the Buyer fails to provide such proof within a reasonable period set by the Supplier, the Supplier shall be entitled to insure the Goods itself at the Buyer's expense.

8.1.7 In the event of damage to the Goods resulting from a tortious act by a third party, the Buyer hereby assigns claims against third parties in the amount of the ratio specified in Clause 8.1.3. The Buyer undertakes to make an appropriate entry in its books without undue delay following the valid agreement of these GTC. The Supplier hereby accepts the assignment.

8.1.8 If maintenance and inspection work on the Goods is required during the period of validity of the retention of title or the security interests under this Contract, the Buyer shall carry this out in good time at its own expense.

8.1.9 If the realisable value of the security to which the Supplier is entitled under the foregoing provisions exceeds the secured claims by more than 10% in total, the Supplier shall, at the Buyer's request, be obliged to release security to the extent of such excess, at the Supplier's discretion.

8.1.10 In the event of a breach of the Contract by the Buyer – in particular failure to pay the purchase price when due – the Supplier shall be entitled, in accordance with the statutory provisions, to withdraw from the Contract and/or to demand the return of the Goods on the basis of the retention of title. If the Buyer fails to pay the purchase price due, the Supplier may only exercise these rights if it has previously set the Buyer a reasonable deadline for payment without success, or if setting such a deadline is not required under the statutory provisions. The costs of surrendering the Goods and any subsequent realisation thereof shall be borne by the Buyer.

8.2 Insofar as software forms part of the contractual services, the Buyer is granted only a licence in accordance with Clause 11.3. Neither these GTC nor any offer or the performance of services by the Supplier shall be construed as transferring or granting to the Buyer any ownership rights, rights of use, rights of exploitation, assignments or other rights or legal interests in the intellectual property rights of the Supplier or its affiliated companies.

8.3 Insofar as tools (in particular moulds, jigs or special tools) embodying the Supplier's specific know-how and/or trade secrets are used in the performance of the contract, such tools, including all associated descriptions and documentation, shall remain the property of the Supplier. Upon termination or expiry of the contract, the Buyer shall have no right to the return, inspection or use of these tools. The Supplier is entitled to destroy the tools upon termination of the Contract.

9. *LIMITATION OF LIABILITY*

9.1 (a) The Supplier shall be liable in accordance with statutory provisions for damages (including indirect

9. **责任限制**

9.1 （a）供应商因故意、重大过失造成的各类损失

and consequential damages of any kind) resulting from wilful misconduct or gross negligence. (b) In cases of simple negligence, the Supplier shall be liable only for breaches of material contractual obligations (cardinal obligations); in such cases, liability shall be limited to foreseeable damages typical for this type of Contract. (c) However, within the scope of the foregoing sub-clause (b), the Supplier shall only be liable for direct damage, and the amount of such liability shall be limited to the lower of the following amounts: (i) the annual turnover which the Supplier generated with the Buyer from the Goods delivered and/or Services provided under the relevant contract in the calendar year preceding the calendar year in which the damage and/or defect occurred; or (ii) the value of the consignment of Goods or batch delivered under the contract to which the defect or damage is attributable. (d) Liability for damages resulting from injury to life, limb or health remains unaffected. (e) Mandatory grounds for liability, in particular under applicable product liability related laws and regulations, in the event of fraudulent concealment or the provision of a guarantee, remain unaffected.

9.2 The Supplier shall be liable to the same extent for breaches of duty by its legal representatives and vicarious agents.

9.3 The Buyer shall have a comprehensive and immediate duty to notify the Supplier of any damage or of any circumstance that could lead to damage, from the moment the Buyer becomes aware of or ought to have become aware of such damage or circumstance. If the Buyer culpably fails to take reasonable steps to mitigate the damage in accordance with Article 591 of the Civil Code of the People's Republic of China, the Buyer's claim may be reduced.

9.4 Unless longer limitation periods are mandatory under law (in particular in the event of wilful misconduct on the part of the Supplier), all claims of the Buyer shall be brought against the Supplier within one year after the day on which the claim arises.

（含间接损失、衍生损失），依据法律规定承担赔偿责任；(b) 一般过失情形下，供应商仅对违反重大合同义务的行为担责，且赔偿范围以本类合同通常可预见的损失为限；(c) 适用上述第 (b) 项时，供应商仅对直接损失负责，赔偿金额取以下二者中的较低值：(i) 损害或瑕疵发生当年度的上一自然年度，供应商依据涉案合同向采购方供货、提供服务所产生的年度交易额；(ii) 涉案瑕疵、损失对应的交付货物或货物批次的价值；(d) 人身、生命、健康损害的赔偿责任不受本条限制；(e) 法定强制性责任（含适用的产品责任相关法律法规项下的责任、欺诈隐瞒、质保承诺责任）不受本条限制。

9.2 供应商的法定代表人、受托履行辅助人的履职违约行为，由供应商承担同等责任。

9.3 采购方自知悉或应当知悉损失及可能导致损失的情形时起，负有立即告知供应商、减轻损失的全面义务。采购方因过错未依据《中华人民共和国民法典》第五百九十一条采取合理止损措施的，相应缩减索赔额度。

9.4 除法律强制性规定（尤其供应商故意不当行为的情形）适用更长期限的情形外，采购方应在索赔事由发生之日起一年内向供应商提出全部请求。

10. *FORCE MAJEURE*

10.1 Neither Party shall be liable for any failure to perform or delay in performing its contractual obligations to the extent that such failure or delay is attributable to circumstances or events beyond its reasonable control, including in particular

(i) epidemics, pandemics or quarantine measures,

(ii) strikes, lockouts or official orders,

(iii) war or (para-)military conflicts, land, air and/or sea blockades and embargoes,

(iv) acts of terrorism, including cyber-attacks and measures to combat cybercrime, sabotage, military mobilisation, uprisings and civil unrest,

(v) natural disasters (including volcanic eruptions), fire, floods,

(vi) restrictions in the use of utilities, as well as defective or delayed deliveries or services by

10. 不可抗力

10.1 因超出一方合理控制范围的客观事由导致无法履约、履约延误的，该方在相应范围内无需承担违约责任，具体包括：

（i）各类疫病、疫情及隔离管控措施；

（ii）罢工、停工或政府命令；

（iii）战争、军事或准军事冲突、海陆空封锁、贸易禁运；

（iv）恐怖主义行为，包括网络攻击及打击网络犯罪的措施、蓄意破坏、军事动员、暴动及社会骚乱；

（v）自然灾害（含火山喷发）、火灾、洪涝灾害；

（vi）公用设施使用受限，以及分包商交付货物或提供服务存在瑕疵或延迟（包括该等分包商无力偿债），但前提是上述情形由本条所述事由造成（以上统称为"不可抗力事件"）。

subcontractors – including the insolvency of such subcontractors – provided that these are caused by the circumstances referred to in this clause (each an **"event of force majeure**").

10.2 If the Supplier is compelled, due to an event of force majeure, to reduce or suspend its contractual performance in whole or in part, it shall not be liable for the resulting delay or non-delivery. The performance period shall be extended by the time required to remedy the effects of the event of force majeure, plus a reasonable period for the Supplier to resume operations. The Supplier shall also be entitled, during a supply shortage caused by an event of force majeure, to procure substitute raw materials or substitute components at the prevailing market price at the Buyer's request; the resulting additional costs shall be borne by the Buyer.

10.3 The Party invoking an event of force majeure must notify the other Party in writing immediately upon the occurrence and upon the cessation of the event of force majeure.

10.4 Notwithstanding the occurrence of an event of force majeure, the Buyer shall be obliged to pay the Contract Price attributable to the deliveries and/or Services already provided up to the occurrence of the event of force majeure, as well as all contract-related costs and expenses incurred by the Supplier prior to the occurrence of the event of force majeure or which have become unavoidable.

10.5 If an event of force majeure continues uninterrupted for more than ninety (90) days, either Party shall be entitled to terminate the Contract extraordinarily with immediate effect by giving written notice to the other Party, without this giving rise to any claims for damages by the other Party. In the event of such termination, the Buyer shall pay the Contract Price attributable to the Contractual Services rendered up to the date on which the termination takes effect, as well as all contract-related costs and expenses incurred by the Supplier or which have become unavoidable up to that date.

11. *INTELLECTUAL PROPERTY RIGHTS*

11.1 All drawings, documents and other technical information which the Supplier makes available to the Buyer in connection with the Contractual Services or their manufacture, either before or after the conclusion of the Contract, shall remain the property of the Supplier. Unless expressly declared binding in writing, these documents represent only non-binding approximate values. The Buyer may not use the aforementioned drawings, technical documents and other technical information for purposes other than those contractually agreed, nor may the Buyer copy, reproduce or make them available to third parties without the Supplier's prior express written consent.

11.2 All copyright and other intellectual property rights in software and/or firmware that is integrated into the Contractual Services or made available to the Buyer for

10.2 供应商因不可抗力事件被迫部分或全部中止、缩减履约的，无需承担延误、无法交付的违约责任。履约期限顺延至不可抗力影响消除，并包含供应商恢复生产运营的合理期限。不可抗力导致供货短缺的，经采购方要求，供应商可按市场价格采购替代原材料、替代配件履约，产生的额外成本由采购方承担。

10.3 援引不可抗力的一方，需在事件发生及终止时，立即书面通知另一方。

10.4 尽管发生不可抗力事件，截至该事件发生时供应商已完成的货物交付及/或已经提供的服务对应的合同价款，以及供应商在该事件发生前已产生、无法规避的合同相关成本和费用，采购方仍需足额支付。

10.5 不可抗力事件持续不间断超过 90 日的，任一方均有权书面通知对方即时单方终止合同，另一方无权因此主张损害赔偿。合同终止后，采购方需结清截至终止生效日前供应商已完成提供的合同服务对应的合同价款，以及截至该日供应商已产生或已无法规避的全部合同相关成本和费用。

11. 知识产权

11.1 合同订立前后，供应商就合同服务或其制造向采购方提供的全部图纸、文件及技术资料，知识产权及所有权均归供应商所有。除书面明确约定具有约束力外，该等资料所载数据、参数仅为不具约束力的近似值。采购方仅可将该等技术资料用于合同约定用途，未经供应商事先明确书面许可，不得复制、传播、向第三方披露或挪作他用。

11.2 集成于合同服务中或提供给采购方以供其与合同服务一并使用的软件及/或固件以及随合同服务提供的文件资料的著作权与其他知识产权，均归供应商或相应第三方权利人所有，不向采购方转移。

11.3 除非另行约定，采购方获得非独占、不可转让、

use in connection with them, as well as in the documentation supplied with the Contractual Services, shall remain with the Supplier or the respective third-party rights holder and shall not be transferred to the Buyer.

11.3 Unless otherwise agreed, the Buyer is granted a non-exclusive, non-transferable, fully paid-up licence to use the software and documentation solely in conjunction with the Goods and agreed equipment. Should third-party software form part of a Contractual Service or be integrated therein, the Buyer must comply with the third party's licence terms, insofar as these are provided to the Buyer by the Supplier or otherwise made available in a suitable manner. The Buyer is not entitled to copy, modify, sub-license, reproduce, extend, disassemble, reverse engineer, decompile, use beyond the scope agreed in the Contract, or make publicly available the software and/or documentation, in whole or in part, unless this is expressly permitted by mandatory law. The Buyer must treat the software and documentation as strictly confidential and must not disclose them to third parties or permit third parties to access them; this does not apply to the Supplier's standard operating and maintenance manuals. The Buyer is entitled to transfer the above licence to a third party who purchases, hires or leases the goods, provided that such third party acknowledges the provisions of this clause in writing and undertakes to comply with them.

11.4 The Supplier and its affiliated companies shall remain the sole owners of all inventions, designs and processes developed or created by them. Unless expressly provided otherwise in this clause, no rights to intellectual property shall be granted or transferred to the Buyer.

已全额付费的软件及资料使用许可，仅限配套合同货物及约定设备使用。合同包含第三方软件的，且供应商已向采购方提供或以合理方式提供第三方许可条款的，采购方需遵守第三方许可条款。除法律强制性规定明确允许外，采购方不得全部或部分地对软件及资料进行复制、修改、分许可、再制、扩展、反向编译、逆向工程、反编译、超出合同约定范围使用或向公众提供。采购方需对软件及资料严格保密，不得向第三方披露或允许第三方访问（供应商通用运维手册除外）。采购方向购买、租用或租赁本货物的第三方转让货物时，可一并转让前述许可，但该第三方须书面确认并承诺遵守本条约定。

11.4 供应商及其关联公司独立享有全部自研发明、设计、工艺方法的知识产权。除本条款另有明确约定外，本合同不授予或转让采购方任何知识产权。

12. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

12. 第三方知识产权侵权责任

12.1 Subject to the limitations provided for in these GTC, the Supplier shall indemnify the Buyer against all reasonable costs, damages and expenses incurred by the Buyer as a result of a legally established or settled infringement of patents, utility models, registered designs, trade marks or copyrights of third parties (**"Third-Party Intellectual Property Rights**") arising from the contractual use or resale of the Goods.

12.2 The Supplier's obligation to indemnify the Buyer under clause 12.1 is subject to the Buyer (i) notifying the Supplier in writing, without delay upon becoming aware of it, of any claim asserted, threatened or brought against the Supplier for infringement of third-party intellectual property rights; (ii) upon the Supplier's request, leaves the sole conduct and control of all related legal proceedings and settlement negotiations to the Supplier at the Supplier's expense; (iii) assists the Supplier to a reasonable extent in defending against the asserted claim; and (iv) without the Supplier's prior express written consent, neither makes

12.1 在本通用条款约定的责任限制范围内，货物按合同约定使用或转售，由此引发第三方的专利权、实用新型、注册外观设计、商标权或著作权侵权且经司法认定或者达成和解的，供应商应当赔付采购方由此产生的全部合理开支以及损失。

12.2 供应商承担前述赔偿责任的前提为：（i）采购方一旦获悉任何针对供应商提出、拟提出或提起的第三方知识产权侵权主张，立即书面告知供应商；（ii）根据供应商要求，由供应商全权主导、处理全部诉讼及和解事宜，费用由供应商承担；（iii）采购方合理协助供应商抗辩维权；（iv）未经供应商事先明确书面同意，采购方不得擅自作出让步、达成有损或可能有损供应商的和解协议。采购方未满足前述任一条件的，供应商的赔付义务即告终止。

12.3 第三方知识产权被查实侵权或被主张侵权的，供应商可自行决定并自行承担费用，采取下列一项或多

concessions nor enters into settlements that are or could be detrimental to the Supplier in relation to the asserted claim. If the Buyer fails to fulfil one or more of the above conditions, the Supplier's obligation to indemnify shall lapse.

12.3 If an actual or alleged infringement of third-party intellectual property rights is established or asserted, the Supplier shall be entitled, at its sole discretion, to take one or more of the following measures at its own expense: (i) to procure for the Buyer the right to continue using the Goods in question in accordance with the Contract; (ii) to modify the Goods in question in such a way that the infringement is eliminated without materially impairing their contractually agreed functionality; or (iii) to replace the Goods in question with non-infringing Goods of equivalent functionality. If the Supplier has successfully implemented any of the above measures, any further claim for indemnification by the Buyer in relation to the infringement in question shall lapse.

12.4 The Supplier's obligation to indemnify is limited to infringements of intellectual property rights existing under the law of the country (i) in which the Buyer is domiciled, and/or (ii) in which the Goods are resold by the Buyer or in which the Goods are otherwise used, provided that the Supplier had positive knowledge of the resale or use in that country at the time the contract was concluded.

12.5 The Supplier's obligation to indemnify shall be excluded insofar as:

(i) the Buyer was aware of the legal defect at the time of conclusion of the Contract or was unaware of it due to gross negligence;

(ii) the infringement is due to the Supplier having followed a design or instruction provided by the Buyer;

(iii) the Goods were used in a manner, for a purpose, in a country or in conjunction with equipment or software not specified by the Supplier or not communicated to the Supplier prior to the conclusion of the Contract;

(iv) the Goods have been modified or combined with products of the Supplier or third parties without the Supplier's prior express written consent.

12.6 Without prejudice to the foregoing provisions in this Clause 12, all claims by the Buyer arising from and in connection with the infringement of third-party intellectual property rights shall be subject to the limitation of liability set out in Clause 9.

12.7 The Buyer warrants that any designs, specifications or instructions provided by the Buyer shall not cause the Supplier, in the performance of its contractual obligations, to infringe any third-party intellectual property rights. The Buyer shall indemnify the Supplier against all reasonable costs, damages and claims for damages incurred by the Supplier as a result of any breach of this warranty.

项措施：（i）为采购方按照合同约定取得合法继续使用货物的授权；（ii）整改货物，在不实质影响合同约定功能的前提下消除侵权瑕疵；（iii）更换为功能等同且不构成侵权的货物。供应商成功实施前述任一整改措施的，采购方就本次侵权事件不再享有索赔权利。

12.4 供应商承担侵权赔付义务仅限于下述国家境内产生的知识产权侵权：（i）采购方住所地及/或（ii）合同订立时供应商已知悉的货物转售地、使用地的第三方知识产权侵权情形。

12.5 以下情形，供应商免除侵权赔偿责任：

（i）采购方订立合同时明知存在权利瑕疵，或因重大过失未知悉；

（ii）侵权系供应商执行采购方指定设计、指令导致；

（iii）货物以供应商未指定的方式或用途、在供应商未指定的国家或与供应商未指定的设备或软件结合使用，或上述使用情况在合同订立前未告知供应商；

（iv）未经供应商事先明确书面许可，货物被修改，或与供应商或第三方的产品组合使用。

12.6 在不影响本第 12 条前述约定的前提下，采购方基于第三方知识产权侵权产生的全部索赔权利，均受第 9 条的责任限制的约束。

12.7 采购方保证，其提供的设计、技术规范、操作指令不会导致供应商履约过程中侵犯第三方知识产权。采购方违反该保证的，需全额赔偿供应商因此产生的全部合理费用、损失及索赔。

13. *CONFIDENTIAL INFORMATION*

13.1 The Buyer undertakes to treat all Confidential

13. 保密信息

13.1 采购方承诺对供应商全部保密信息严格保密，仅

Information of the Supplier as strictly confidential and to use it exclusively for the purpose of fulfilling the Contract. The Buyer shall neither disclose Confidential Information to third parties nor make it accessible to third parties. The Buyer shall exercise at least the same degree of care in protecting the Confidential Information as it exercises in protecting its own confidential information of a similar nature, but in any event at least the care of a prudent businessman.

13.2 This clause shall not apply to information in respect of which the Buyer can prove that it (i) was already in the public domain at the time of disclosure without any breach of this Contract; (ii) was lawfully disclosed by a third party without any breach of a confidentiality obligation owed to the Supplier; (iii) was demonstrably known to the Buyer prior to disclosure; or (iv) has been expressly authorised in writing by the Supplier for disclosure. The Buyer is entitled to disclose Confidential Information to the extent that it is obliged to do so pursuant to a court or regulatory order or due to mandatory statutory provisions, provided that such disclosure is necessary to comply with the relevant order. In such a case, the Buyer must inform the Supplier of the disclosure obligation in advance and without delay and provide the Supplier with a copy of the relevant order.

13.3 Upon the Supplier's first written request (an email shall suffice), the Buyer shall immediately return all physical and digital originals and copies of Confidential Information – including all data, documents, presentations and compilations of any kind received in this context – to the Supplier, at the Supplier's discretion, or irrevocably destroy them and confirm the destruction in writing upon request.

13.4 The Buyer's duty of confidentiality shall continue for a period of five (5) years following the termination of the Contract. Upon expiry of this period, the Buyer must immediately destroy all Confidential Information still in its possession.

可用于本合同履约用途，不得向第三方披露或提供。采购方需以保护自身同类保密信息的同等审慎标准（最低不低于审慎商事主体合理注意标准）保护供应商保密信息。

13.2 采购方能够证明符合下列情形的信息，不适用本条约定的保密义务：（i）在披露时已处于公共领域且该披露未违反本合同；（ii）由第三方合法披露，且该第三方并未违反其对供应商承担的保密义务的信息；（iii）采购方可证明在披露前已知悉的信息；（iv）供应商明确书面许可披露的信息。采购方依据司法裁定、行政强制命令或法定强制性要求必须披露的，可依法披露，但仅限于遵守相关命令所必需的范围。在此情况下，采购方应提前立即书面告知供应商其负有的披露义务，并提供相关文书副本。

13.3 供应商首次书面要求（含邮件）的，采购方需立即返还全部涉密实体及电子形式的原件及副本资料（含本合作项下取得的所有数据、文件、各类演示文稿与汇编材料），或永久销毁全部涉密信息，具体方式由供应商确定；采购方还应根据供应商要求出具书面销毁确认文件。

13.4 采购方的保密义务在合同终止后继续有效，为期五年。期限届满后，采购方需立即销毁留存的全部保密信息。

14. COMPLIANCE WITH LAWS & DATA PROTECTION

14.1 The Buyer undertakes to comply with all applicable legislation in the areas of health, the environment, safety, ethics and compliance, as well as all other mandatory requirements, provided those are not in conflict with applicable PRC laws and regulations. The Buyer shall indemnify the Supplier against all damages, costs and expenses incurred by the Supplier as a result of any breach of this obligation by the Buyer.

14.2 Both parties are obliged to comply with the data protection laws applicable to them, including – where applicable – Regulation (EU) 2016/679 (General Data Protection Regulation) in its current version provided the latter is not in conflict with applicable PRC laws and regulations. Each Party shall process personal data received from the other Party solely for the purpose of

14. 合规与数据保护

14.1 采购方承诺遵守全部适用的健康、环保、安全生产、道德操守、合规及其他法定强制性规定。若采购方违反前述义务，须赔偿供应商因此遭受的全部损失及产生的各项费用。

14.2 双方均需遵守适用的数据保护法律法规（含现行《通用数据保护条例（EU 2016/679）》（GDPR）(含其修订)，前提是其不得与适用的中国法律法规冲突）。双方仅可将对方提供的个人数据用于本合同履约用途，并确保其聘用的分包商同样遵守该限定。信息披露方保证，其合法享有相关个人数据的传输权限，具备合法传输依据。

performing the Contract and shall ensure that any subcontractors engaged by it also use such data solely for this purpose. The disclosing Party warrants that it is authorised to transfer the relevant personal data to the receiving Party and that the necessary legal bases for doing so are in place.

***15.** WRITTEN FORM*

15.1 Any additions, amendments or supplements to these GTC or to related documents (e.g. quotations, order confirmations, quality agreements, supply and/or service contracts) must be in writing and signed by both Parties to be valid; an electronic signature satisfies this requirement, provided that no stricter form is mandatory by law .
15.2 Unilateral declarations having legal effect shall be deemed to have been made in writing provided they are sent by email to a duly authorised representative of the other Party.

15. 书面形式要求

15.1 对本通用条款及相关文件（报价单、订单确认书、质量协议、供应及/或服务合同等）的任何增补、修改、补充，需经双方书面签署方可生效；电子签名可满足本项形式要求，但法律强制规定更高形式要件的除外。

15.2 具备法律效力的单方意思表示，如通过电子邮件发送至对方正式授权代表，即视为采用书面形式。

***16.** SEVERABILITY CLAUSE*

16.1 Should individual provisions of these GTC or related documents be or become wholly or partially invalid, void or unenforceable, this shall not affect the validity of the remaining provisions.
16.2 The invalid, void or unenforceable provision shall be replaced by a valid and enforceable provision that most closely approximates the economic purpose of the invalid provision and the intention of the Parties.

16. 可分割性条款

16.1 本通用条款及相关文件中任一条款全部或部分无效、失效、不可执行的，不影响其余条款的效力。
16.2 无效、失效或者无法执行的条款，替换为可以生效执行且最大限度实现原条款经济目的和双方缔约本意的条款。

***17.** NO WAIVER*

17.1 Any failure or delay by the Supplier in exercising rights or claims against the Buyer shall not constitute a waiver of such rights or claims, nor shall it set a precedent for any future failure to exercise them.
17.2 Any waiver of rights or claims arising from these GTC or related documents shall only be valid if it is expressly stated in writing.
17.3 Any deviation from this requirement of written form must also be in writing. A waiver by implied conduct is excluded.

17. 弃权

17.1 供应商未行使、迟延行使其针对采购方享有的任何权利、索赔权的，不视为放弃该权利，亦不构成其此后不行使该等权利或索赔权的先例。
17.2 放弃本通用条款或相关文件项下任何权利、索赔权的行为，仅在书面明确声明的情况下有效。
17.3 任何偏离该书面形式要求的行为，同样需以书面形式作出，默示行为不构成权利放弃。

***18.** TERMINATION*

18.1 TERMINATION FOR CAUSE
18.1.1 If a reason for termination under clause 18.1.2 arises, either Party shall be entitled (without prejudice to its other contractual rights) to terminate the Contract with immediate effect by written notice to the other Party. Insofar as the reason for termination consists of a remediable breach of Contract, termination shall only be permissible after the terminating Party has set the other Party a reasonable grace period of at least fourteen (14) days to remedy the breach and this period has expired without result. Furthermore, the

18. 合同解除

18.1 因故解除
18.1.1 若出现第 18.1.2 条约定的解除事由，任何一方均有权（在不损害其其他合同权利的前提下）向对方发出书面通知，立即解除本合同。如该解除事由属于可补救的违约行为，则解除方须先给予对方不少于十四（14）日的合理宽限期以纠正违约，宽限期届满仍未补救的，方可解除合同。此外，出现解除事由时，供应商有权暂停本合同项下及与采购方其他合同项下的所有交付和 / 或服务。
18.1.2 发生下列情形之一的，构成合同解除事由：

Supplier shall be entitled, where there is a reason for termination, to suspend all deliveries and/or services under the Contract or under any other contracts with the Buyer.
18.1.2 A reason for termination shall exist if: (i) the Buyer fails to pay the Contract Price or any other amount due by the due date; (ii) a Party materially breaches the Contract or any other agreement existing between the Parties; (iii) a Party is unable to settle its due liabilities, becomes insolvent, suspends payments or threatens to do so, or ceases its business operations; (iv) a Party fails to perform an act of cooperation that is factually and/or legally necessary for the performance of the Contract; or (v) proceedings are initiated to: (a) bring about a composition or other amicable settlement between a Party and its creditors; (b) obtain a court order for compulsory administration or appoint a receiver for a Party or its assets; (c) carry out the liquidation or dissolution of a Party; or (d) materially alter, directly or indirectly, the ownership structure and/or control of a Party, provided that this is likely to prejudice the legitimate interests of the other Party.

18.2 ORDINARY TERMINATION
Unless expressly agreed otherwise, in the case of a continuing obligation, either Party shall be entitled to terminate the Contract at any time by giving the other Party thirty (30) days' written notice. In the event of ordinary termination, the Buyer shall reimburse the Supplier for all contractual services rendered up to the effective date of the termination, as well as all costs and expenses incurred or rendered unavoidable in this connection.

***19.** WORK PERFORMED OFF-SITE*

19.1 If field work carried out by the Supplier or its subcontractors on the Buyer's premises, on the premises of a contractual partner of the Buyer, or on the premises of any other third party forms part of the Contract, or if such work becomes necessary during its performance, the Buyer shall be obliged to grant the Supplier access to the relevant premises in accordance with all applicable and reasonable safety standards. Insofar as the Buyer does not itself control access to the relevant premises, it must ensure that the Supplier has unhindered access.
19.2 In particular, the Buyer is responsible for identifying in good time all requirements to be met prior to the commencement of field work and, to the extent possible, for fulfilling them. This includes, in particular: (i) obtaining the necessary access passes, visitor permits, security clearances or work permits; (ii) compliance with statutory or regulatory requirements; (iii) the provision of a safe working environment and the necessary utility connections (e.g. electricity, water); and (iv) compliance with the internal safety regulations of the the Buyer or relevant third parties. The Buyer

（i）采购方未按期支付合同价款或其他应付款项；
（ii）一方严重违反本合同或双方之间的其他协议；
（iii）一方无力清偿到期债务、资不抵债、停止支付或表示可能停止支付，或停止经营；
（iv）一方不履行合同履行所必需的事实及/或法律上的配合义务；
（v）启动下列程序：
（a）促成一方与其债权人达成债务和解或其他友好解决方案；
（b）法院裁定强制管理或指定财产管理人接管一方或其资产；
（c）一方清算、解散；
（d）直接或间接重大变更一方的股权结构及/或控制权，且可能损害另一方合法权益。

18.2 任意解除
除双方另有明确约定外，对于持续性合同义务，任何一方均有权随时向对方发出三十（30）日书面通知解除本合同。任意解除的，采购方应向供应商支付截至解除生效日止已提供的全部合同服务对价，以及就此已发生或不可避免的所有成本与费用。

19. 现场作业

19.1 若合同包含或履约过程中需供应商、其分包商在采购方场地、采购方合同相对方场地或第三方场地开展现场作业的，采购方需依据合规、合理的安全标准，保障供应商人员无障碍进场作业。采购方无场地管控权的，需确保供应商能够无障碍进入相关场地。

19.2 采购方需提前确定现场作业开始前须满足的全部要求，并在可能范围内予以落实，具体包括：（i）办理进场证件、访客许可、安全审批、作业许可；（ii）遵守法定监管要求；（iii）提供安全作业环境及水电等基础配套设施；（iv）遵守采购方及场地第三方的内部安全规范。采购方需尽早书面告知供应商全部前置要求。双方约定的任何履约或完工日期，均应自动顺延，顺延期限至少应相当于采购方和供应商满足全部该等要求所需的期间。

19.3 若供应商作业人员进场前需接受专项培训、进场引导、履行相关准入流程，采购方需自行承担费用，与供应商协商并在供应商人员时间允许的情况下，提

shall inform the Supplier in writing of such requirements as soon as possible. Any performance or completion date agreed between the Parties shall be automatically postponed by at least the period required for the Buyer and the Supplier to fulfil all such requirements.

19.3 Where specific training, induction or procedures for the Supplier's personnel are required before they are granted access to the premises where the field work is to be carried out, the Buyer shall, at its own expense, in consultation with the Supplier and subject to the availability of the Supplier's personnel, provide sufficient training and instruction. If the Supplier's Services are delayed for reasons attributable to the Buyer and the Supplier incurs additional costs as a result, the Buyer shall compensate the Supplier for all resulting additional costs, including the costs of travel to and from the site and set-up and dismantling.

供充分的培训与指导。因采购方原因导致供应商服务延误并使供应商产生额外费用的，采购方需补偿供应商由此产生的全部额外费用，包括往返现场的差旅费以及现场准备和撤场费用。

20. *APPLICABLE LAW AND DISPUTE RESOLUTION*

20.1 Unless otherwise expressly agreed in writing by the Parties, the formation, validity, interpretation, performance and dispute resolution of these GTC shall be governed exclusively by the laws of the People's Republic of China. The application of the conflict-of-laws rules of private international law and of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

20.2 All disputes arising out of or in connection with these GTC shall be resolved as follows:

(i) where the Buyer is incorporated, established or domiciled in the PRC, the dispute shall be heard by the competent People's Courts at the Supplier's registered office. Mandatory statutory provisions, regarding exclusive jurisdiction, remain unaffected.

(ii) where the Buyer is not incorporated, established or domiciled in the PRC, the dispute shall be referred to and finally resolved by arbitration administered by the Shanghai International Arbitration Center (SHIAC) in accordance with the SHIAC Arbitration Rules for the time being in force. The seat of arbitration shall be Shanghai. The language of the arbitration shall be English.

20. 适用法律与争议解决

20.1 除双方另有明确书面约定外，本通用条款的订立、效力、解释、履行及争议解决均专属适用中华人民共和国法律，明确排除国际私法冲突规则及《联合国国际货物销售合同公约》（CISG）的适用。

20.2 所有因本通用条款产生或与本通用条款有关的争议，应按照以下方式解决：

（i）如采购方在中国成立、设立或住所地位于中国，该争议应由供应商注册地址有管辖权的法院管辖。法定专属管辖的强制性规定不受本条影响。

（ii）如采购方未在中国成立、设立或其住所地不在中国，该争议应提交上海国际仲裁中心（SHIAC），并按照届时有效的《上海国际仲裁中心仲裁规则》进行仲裁并最终解决。仲裁地为上海，仲裁语言为英语。

21. *EXPORT CONTROLS AND SANCTIONS*

21.1 To the extent permissible under mandatory applicable local laws, the Buyer undertakes to comply with the applicable import and export control laws and sanctions, foreign trade regulations, as well as regulations, orders and requirements in their currently valid versions, including in particular those of the United States of America, the European Union, the United Nations (UN) and the respective jurisdictions in which the Supplier and the Buyer are established or from which goods may be supplied ("**Trade Restrictions**"), as well as to fulfil the requirements of

21. 出口管制与制裁

21.1 在适用的当地强制性法律允许的范围内，采购方承诺遵守现行有效的进出口管制法律法规、贸易制裁、外贸监管规则及其他规定、命令和要求，包含欧盟、联合国、美国及供应商和采购方设立地或货物可能供应来源地所在法域的贸易管制规定（以下统称"贸易管制规则"），严格遵守适用于接收和使用货物（包括硬件、软件、服务及技术）的任何相关许可、授权、豁免、通用许可或许可豁免的要求。

21.2 供应商提出要求（电子邮件即可）的，采购方需

any relevant licences, authorisations, exemptions, general licences or licence exemptions applicable to the receipt and use of goods, including hardware, software, services and technology.

21.2 The Buyer undertakes to provide the Supplier, upon the Supplier's request (an email is sufficient), with all information regarding the final country of destination of the Contractual Services, their (end) recipients and their intended use without delay.

21.3 To the extent permissible under mandatory applicable local laws, the Buyer hereby acknowledges that the performance of the Contractual Obligations may be subject to trade restrictions.

The performance of the Contractual Services by the Supplier is subject to the provision that no trade restrictions prevent their fulfilment. Delays in delivery resulting from export control checks or authorisation procedures required for the performance of the Contract in accordance with trade restrictions shall not be at the Supplier's expense. The agreed delivery and performance deadlines shall be extended by the period during which the Supplier is prevented from performing due to such checks or procedures. To the extent that an obligation of the Supplier or the Buyer arising from or in connection with the Contract is prohibited, restricted or subject to an authorisation that has not been granted by the competent authority under the trade restrictions (**"Sanctioned Obligation**"), neither the Supplier nor the Buyer shall be obliged to fulfil such a Sanctioned Obligation. In the event of a Sanctioned Obligation, either party shall be entitled to terminate the Contract by withdrawal or notice of termination. Claims for damages by the Supplier arising from non-performance or delayed performance of the relevant Contractual Services are excluded, unless the Supplier has acted with intent or gross negligence.

21.4 Following the performance of the Contractual Services by the Supplier, the Buyer shall be solely responsible for compliance with the trade restrictions and shall not take any action which (i) might cause the Supplier or any of its affiliated companies to breach the trade restrictions or expose them to the risk of doing so, or (ii) would expose the Supplier to the risk of breaching the trade restrictions.

In particular, the Buyer warrants and represents that the Buyer is not a Sanctioned Party and is not directly or indirectly (including through multiple layers) owned or controlled by a Sanctioned Party. "**Sanctioned Party**" means any natural or legal person, organisation or entity listed on a relevant sanctions list, including, but not limited to, the sanctions lists of the European Union, the UK *Office of Financial Sanctions Implementation (OFSI)* and the *US Office of Foreign Assets Control (OFAC)*.

Furthermore, to the extent permissible under mandatory applicable local laws, the Buyer undertakes (i) not to use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose, make available or otherwise deal with the Contractual Services, either

立即提供合同服务的最终目的国、（最终）接收方及预定用途等全部相关信息。

21.3 在适用的当地强制性法律允许的范围内，采购方确认，本合同履约行为受贸易管制规则约束。供应商履约的前提为不存在妨碍其履行的贸易管制规则。因按照贸易管制规则履行合同所需的出口管制审查或授权程序导致的交付延迟，相关成本不由供应商承担，约定的交付和履行期限相应顺延。若合同项下某项义务被贸易管制规则禁止、限制或须经主管机关授权但未获授权（以下统称"受限义务"），双方均无义务履行该受限义务。任一方均有权就受限义务部分解除或终止合同。供应商就相关合同服务的不履行或迟延履行不承担赔偿责任，供应商存在故意或重大过失的除外。

21.4 供应商履约完成后，采购方独立承担遵守贸易管制规定的责任，不得实施下列行为：（i）致使供应商及其关联公司违反或面临违反贸易管制规定的风险；（ii）使供应商陷入违反贸易管制的风险。

采购方声明并保证自身并非受制裁主体，且不存在直接或间接（多层持股）被受制裁主体控股或控制的情形。"受制裁主体" 指列入相关制裁清单的自然人、法人及各类组织，包括但不限于欧盟、英国金融制裁实施办公室（OFSI）、美国海外资产控制办公室（OFAC）制裁清单所列主体。

在适用的当地强制性法律允许的范围内，采购方进一步承诺：

（i）未经供应商事先同意（邮件有效），不得直接或间接使用、销售、转售、出口、再出口、转让、分销、处置、披露、交由第三方使用或以其他方式处理合同服务：

（a）运往或用于根据供应商适用的贸易管制规则，提供合同服务将受到限制或禁止的地区；

（b）基于企业政策供应商停止开展业务的国家及地区：伊朗、苏丹、白俄罗斯、俄罗斯、朝鲜，克里米亚、塞瓦斯托波尔、顿涅茨克、卢甘斯克、赫尔松、扎波罗热；

（c）提供给贸易管制规则下的受制裁主体（或由该方直接或间接拥有或控制的一方）；

（ii）办妥并持续持有贸易管制项下所需全部出口许可与监管批文；供应商交付相关产品或服务后，买方在对其进行使用、销售、转售、进出口、转让、分销、处置、披露等各类操作时，须依规完成全部手续；

（iii）未经供应商书面同意（邮件即可），不得将产品全部或部分用于：（a）化学、生物、核武器的研发、生产、运维、储存、侦测、甄别、扩散，或是上述武器配套导弹的研制、生产与仓储；（b）如采购方所在国或目的地国实施武器禁运时，用于各类军事终端用途；若采购方明知或有合理理由怀疑产品将被用于上述用途，禁止擅自向第三方转移相关产品。

21.5 采购方承诺不得直接或间接销售、出口或再出口

directly or indirectly, without the Supplier's prior consent (email is sufficient), namely
(a) to or for use in any territory where the provision of the Contractual Services would be restricted or prohibited under the Supplier's trade restrictions;
(b) to countries, territories or destinations with which the Supplier does not conduct business for corporate policy reasons; these include Iran, Sudan, Belarus, Russia and North Korea, as well as the regions of Crimea and Sevastopol, Donetsk, Luhansk, Kherson and Zaporizhzhia; and
(c) to a party subject to sanctions under the trade restrictions (or a party directly or indirectly owned or controlled by such a party);
(ii) to obtain and maintain all export licences and other regulatory approvals required under trade restrictions, and to comply with all formalities necessary for the use, sale, resale, export, transfer, delivery, re-export, the provision, transfer, distribution, trading, disposal, disclosure, provision and other handling of the Contractual Services following their provision or performance by the Supplier;
(iii) without the Supplier's prior consent (email is sufficient), not to use the Contractual Services, in whole or in part, (a) for the development, manufacture, handling, operation, the maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons, or the development, manufacture, maintenance or storage of missiles for such weapons, or (b) for any military end-use, if an arms embargo has been imposed on the Buyer's country or the country of destination. Furthermore, the Buyer is prohibited, without the Supplier's prior consent (email is sufficient), from transferring the Contractual Services to third parties if the Buyer knows or has reasonable grounds to suspect that the Contractual Services are intended or may be intended for any of the aforementioned purposes.

21.5 The Buyer undertakes not to sell, export or re-export, either directly or indirectly, Contractual Services provided under or in connection with the Contract which (i) fall within the scope of Article 12g of Regulation (EU) No 833/2014, into or for use in the Russian Federation, or (ii) those falling within the scope of Article 8g of Regulation (EU) No 765/2006, to or for use in Belarus.

21.6 The Buyer undertakes to establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the downstream supply chain, including any resellers, which is likely to frustrate the purpose of the provisions in this Clause 21. Upon request, the Buyer shall provide the Supplier with adequate evidence of the existence of such a monitoring mechanism.

21.7 (i) The Buyer undertakes to disclose or make available classified information to the Supplier, such as technical data, technology or other data listed in the *U.S. Munitions List*, the *U.S. Commerce Control List* or in the EU export control lists, in particular the Annexes to the Dual-Use Regulation, or in other trade

合同项下或与合同有关的合同服务：（i）属于欧盟第 833/2014 号条例第 12g 条适用范围的，不得出口至俄罗斯联邦或供其境内使用；或（ii）属于欧盟第 765/2006 号条例第 8g 条适用范围的，不得出口至白俄罗斯或供其境内使用。

21.6 采购方需建立并常态化运行下游供应链合规监控机制，以发现包括经销商在内的第三方可能规避本第 21 条规定目的的行为。供应商要求核查的，采购方需及时提供合规机制的有效证明材料。

21.7 （i）采购方同意在满足下列条件时，向供应商披露或提供列于美国军火清单、美国商务部管制清单、欧盟出口管制清单（尤其是《两用物项条例》附件）或其他贸易管制规则中的技术数据、技术或其他数据（以下称“受管制技术”）：（a）采购方已提前合理期限向供应商发出书面通知，并书面告知该等数据及技术的出口管制分类；（b）供应商已事先书面同意该等披露或提供；及（c）采购方已清晰标明该等数据及技术受贸易管制规则约束。（ii）采购方违规擅自披露受管制技术并对此负有责任（“违规披露”）的，应赔偿供应商因该违规披露产生或与之相关的全部损害、损失、成本及费用，包括但不限于：（a）第三方向供应商提出的损害赔偿请求；（b）诉讼及抗辩费用，包括合理律师费；（c）因违规披露受管制技术而产生的行政罚款或制裁；及（d）供应商因违规披露产生的其他直接或间接损失和费用。采购方一旦知悉违规披露已经发生或即将发生，应立即书面通知供应商（“通知义务”）。（iii）对于因采购方违反通知义务而由采购方或第三方遭受的损害，供应商不承担责任，无论相关请求基于合同还是非合同关系。但供应商故意或因重大过失造成损害，或涉及生命、身体或健康损害责任的除外。此外，供应商已就受管制技术提供保证，或涉及适用的产品责任相关法律法规项下请求的，亦不适用前述责任排除。采购方违反通知义务仅为损害发生的共同原因之一的，供应商与采购方之间的责任分配适用《中华人民共和国民法典》第一千一百七十三条，采购方应承担其违反义务所对应的损害份额。

21.8 采购方违反本条约定义务的，即构成根本性违约，供应商有权：(i) 单方通知终止/解除与采购方的合同；(ii) 要求采购方支付违约金，违约金金额由供应商合理酌情确定；发生争议时，由有管辖权的法院审查，但采购方对违约不存在过错的除外。违约金应在基于同一违约行为主张的损害赔偿金中抵扣，供应商就超出违约金部分另行主张损害赔偿的权利不受影响。

21.9 双方履行本条义务遇有障碍（包括第三方相关行为）或者合作期间贸易管制规定发生调整时，应立即通过邮件通知对方。

21.10 供应商有权在履行合同服务前及合同履行期间对

restrictions (**"Classified Technology**"), if (a) the Buyer has given the Supplier reasonable prior written notice of this and has notified the Supplier in writing of the export control classification of such data and technology, (b) the Supplier has given its prior written consent to such disclosure or provision, and (c) the Buyer has clearly marked such data and technology as being subject to trade restrictions.

(ii) If the Buyer discloses or provides Classified Technology to the Supplier in breach of the obligations under Clause 21.7 (i) (**"Unauthorised Disclosure**") and is responsible for such disclosure, the Buyer shall indemnify the Supplier against all damages, losses, costs and expenses incurred by the Supplier arising out of or in connection with the Unauthorised Disclosure. The indemnity obligation shall include, in particular but not limited to, (a) claims for damages by third parties asserted against the Supplier, (b) costs of legal proceedings and defence, including reasonable legal fees, (c) administrative fines or sanctions, insofar as these are attributable to the Unauthorised Disclosure of the Classified Technology, and (d) other direct and indirect damages and expenses incurred by the Supplier as a result of the Unauthorised Disclosure. The Buyer undertakes to inform the Supplier immediately in writing as soon as it becomes aware that an Unauthorised Disclosure has taken place or is imminent (**"Disclosure Obligation**").

(iii) The Supplier shall not be liable for any damage incurred by the Buyer or third parties insofar as such damage is attributable to the Buyer's breach of the Disclosure Obligation. This applies equally to contractual and non-contractual claims. The exclusion of liability shall not apply where the Supplier has caused the damage intentionally or through gross negligence, or where liability for injury to life, limb or health is concerned. Furthermore, the exclusion of liability shall not apply where the Supplier has provided a guarantee for the Classified Technology or where claims under the applicable product liability related laws and regulations are concerned. Insofar as the Buyer's breach of the Disclosure Obligation was merely a contributing cause of the damage, the allocation of liability between the Supplier and the Buyer shall be governed by the principles of Article 1173 of the Civil Code of the People's Republic of China. In this case, the Buyer shall bear the portion of the damage attributable to its breach of duty.

21.8 Any breach by the Buyer of its obligations under Clause 21 shall constitute a material breach of the Contract and shall entitle the Supplier (i) to terminate the Contract by giving notice of termination or withdrawing from the Contract with the Buyer, and (ii) obliges the Buyer to pay the Supplier a contractual penalty, the amount of which shall be determined by the Supplier at its reasonable discretion and, in the event of a dispute, reviewed by the competent court, unless the Buyer is not at fault for the breach. The contractual penalty shall be set off against any claim for damages arising from the same breach. The Supplier's

采购方开展审查，并要求采购方提供与遵守上述义务有关的信息。采购方需立即提供供应商为此要求的信息，并以适当方式配合供应商开展该等审查。

right to claim damages in excess of the contractual penalty remains unaffected.

21.9 The parties shall notify each other immediately (email is sufficient) if problems arise in complying with the obligations set out in Clause 21, including any relevant activities by third parties. This also applies in the event that trade restrictions should change during the business relationship between the Supplier and the Buyer.

21.10 The Supplier reserves the right to carry out a review of the Buyer prior to the performance of the Contractual Services and during the performance of the Contract, and to request information regarding compliance with the aforementioned obligations. The Buyer is obliged to provide the Supplier with the information requested for this purpose without delay and to assist the Supplier in such reviews in an appropriate manner.