

HUISMAN GENERAL TERMS AND CONDITIONS OF PURCHASE 2025
豪氏威马通用采购条款和条件(2025)

1 APPLICABILITY AND DEFINITIONS

1.1 In these Terms:

- a. "Affiliated Companies" means a Party's (ultimate) parent company and any company directly or indirectly controlled by such parent company. For the purpose of this definition the expression "controlled" means the ownership of fifty percent (50%) or more of the issued share capital, or the legal power to direct or cause to direct the general management of the company, partnership or other entity in question whether by share ownership, contract or otherwise.
 - b. "Buyer" means the Huisman entity set out in the Order.
 - c. "Buyer Furnished Goods" means any tools, goods, equipment and any other materials provided by the Buyer to the Supplier for the performance of the Work under the Order.
 - d. "Buyer Group" means individually and/or collectively the Buyer, including its partners, parents, subsidiaries and Affiliated Companies, agents, representatives, other (sub)contractors of any tier of the Buyer (excluding the Supplier Group) and their respective employees, servants, officers and directors and all their successors and subrogees.
 - e. "Delivery" shall mean Delivery Duty Paid (DDP) to the agreed location, according to the version of Incoterms applicable at the time of the Order.
 - f. "Force Majeure" means a circumstance that is reasonably not within the control of the Party affected and that could not have been overcome by the exercise of ordinary diligence, including but not limited to Acts of God, war, piracy, riots, epidemics or national strikes. Any unforeseen interruptions in the production or supply of goods or materials, a shortage of staff, the breakdown of machines or failure by sub-contractors and ancillary suppliers shall not constitute a Force Majeure event.
 - g. "Order" means any order, purchase order, request or contract issued from the Buyer to the Supplier including the Terms and any other documents referenced therein.
 - h. "Party" means individually the Supplier or the Buyer as the context requires and the term "Parties" refers to the Supplier and the Buyer collectively.
 - i. "Supplier" means the Party engaged by the Buyer for the Work and denoted as such in the Order.
 - j. "Supplier Group" means individually and/or collectively the Supplier, including its partners, parents, Affiliated Companies, agents, representatives, suppliers and (sub)contractors of any tier of the Supplier and their respective employees, servants, officers and directors, and all their successors and subrogees.
 - k. "Terms" means these Huisman Terms and Conditions of Purchase.
 - l. "Third Party" means any party that is not a member of the Buyer Group or the Supplier Group.
 - m. "Work" means the supply of goods, performance of the work, services and/or deliverables by the Supplier as described in the Order.
- 1.2 References to and applicability of terms of business or any other terms or conditions other than these Terms are hereby expressly rejected and waived, and the Parties agree that the Terms shall apply to any inquiries, requests, Orders, quotes and commissions.
- 1.3 Any deviations to the Terms shall apply only when they are expressly denoted in the Order or Variation thereto, in which case such deviations shall take precedence.
- 1.4 If there is a difference in meaning between the English-language version of the Terms and the translation of these Terms into another language, the English-language version shall prevail.

2 ORDER

- 2.1 The Buyer is entitled to withdraw any inquiry or request, whether made verbally or in writing, without any obligations and/or liabilities towards the Supplier.
- 2.2 An Order will be deemed accepted by the Supplier upon the earlier of: (i) the Supplier providing any letter, form or other written instrument (including electronic communication) to the Buyer, acknowledging acceptance of the Work; or (ii) any performance or commencement of the Work by the Supplier under the Order. Unless specifically agreed otherwise between the Parties in writing, the Supplier shall not be entitled to any compensation before the Order is accepted by both Parties.
- 2.3 Unless agreed otherwise in writing, the prices stated in the Order are: (i) fixed and firm for the duration of the Order; and (ii) inclusive of any applicable Chinese Value Added Tax; and (iii) inclusive of all other taxes, duties, levies, fees, charges, sales and business tax; and (iv) based on the term of Delivery.
- 2.4 The Supplier guarantees that it has an unambiguous and full understanding of the Order, the Work and Delivery. The Supplier shall supply the Work in accordance with all the Terms, specifications, warranties, representations, conditions, certificates, drawings, procedures and manuals. If the Supplier has any doubts regarding the fitness of the Work for the intended purpose, the Supplier will inform the Buyer immediately.
- 2.5 The Supplier shall be responsible for ensuring that the Work is fully compliant with all applicable laws, rules, regulations or requirements (and any changes thereto), whether published or entering into force prior to or after the Order was entered into. Further, the Supplier shall provide the Buyer with all information related to the Work in order for the Buyer to be able to comply with any applicable laws, rules, regulations or requirements (including without limitation those required under clause 15). If the Supplier does not comply with the aforementioned, it shall be automatically in default.

1.适用范围和定义

1.1 在此等条款中,

- a. “关联公司”意指合同方的（最终）母公司以及该母公司所直接或间接控制的任何公司。就本条定义而言，“控制”指的是拥有 50%或以上已发行股本，或者具有通过持有股份、订立合约或其他方式对所涉公司、合伙企业或其他实体的一般管理作出指示或促使他人作出指示的合法权力。
- b. “采购方”意指订单中载明的豪氏威马实体。
- c. “采购方提供的货物”意指采购方为订单项下工作的履行而向供应方提供的任何工具、货物、设备及其他材料。
- d. “采购方集团”意指采购方，包括采购方的合伙人、母公司、子公司和关联公司、代理、代表和采购方各个层级的其他（次级）承包商（供应方集团除外），及其各自的员工、雇员、高级职员和董事，包括所有继受人和代位权人，无论是单独指其中个人或是统指全部人。
- e. “交付”意指根据订单签订时适用的《国际贸易术语解释通则》版本，以完税后交货（DDP）方式运送至约定地点。
- f. “不可抗力”意指合同方合理控制范围之外的、尽一般勤勉义务所无法克服的情形，包括但不限于天灾、战争、海盗行为、暴乱、流行病或全国性罢工。任何不可预见的生产或货物或材料供应的中断、人员短缺、机械故障或（次级）承包商和辅助供应方的过失均不构成不可抗力事件。
- g. “订单”意指采购方向供应方发出的任何订单、采购单、请求书或合同，包括其中提及的此等条款及任何其他文件。
- h. “合同方”指供应方或采购方（具体根据上下文确定），而“合同双方”为供应方和采购方的合称。
- i. “供应方”意指采购方为工作之目的而与其订约的、在订单中载明为供应方的合同方。
- j. “供应方集团”意指供应方，包括供应方的合伙人、母公司、关联公司、代理、代表、供应方和各个层级的（次级）承包商，及其各自的员工、雇员、高级职员和董事，包括所有继受人和代位权人，无论是单独指其中个人或是统指全部人。
- k. “条款”意指此等豪氏威马通用采购条款和条件。
- l. “第三方”意指既非采购方集团亦非供应方集团成员的任何一方。
- m. “工作”意指供应方按照订单所载供应货物、履行工作、提供服务和/或交付货物。
- 1.2 合同双方在此明确否定并放弃援引和适用除此等条款以外的商业条款或任何其他条款或条件，合同双方约定此等条款应适用于任何询价、请求、订单、报价和委托。
- 1.3 任何偏离于此等条款的规定仅在明确载明于订单或其变更之中时适用，在此情况下以偏离之规定为准。
- 1.4 若此等条款的英文版本与其他语言的译文版本存在任何差异，以英文版本为准。

2.订单

- 2.1 采购方有权撤回任何询价或请求，无论是通过口头或书面方式，而无需向供应方承担任何义务和/或责任。
- 2.2 订单于以下情形发生时（以最早发生者为准）被视为为供应方所接受：i) 供应方向采购方提供的任何确认接受工作的信函、表格或其他书面文件（包括电子通信）；ii) 供应方开始或实际履行订单项下的工作。除非合同双方另有书面特别约定，供应方无权在订单为合同双方接受前获得任何赔偿。
- 2.3 除非另有书面约定，订单中载明的价格是：i) 在订单有效期内固定不变；ii) 包含任何适用的中国增值税；并且 iii) 包含所有其他税费、关税、赋税、费用、手续费、销售税和营业税；并且 iv) 基于约定的交付条件。
- 2.4 供应方保证其对订单、工作和交付具有清晰且充分的理解。供应方应根据所有条款、技术规范、保证、陈述、条件、证书、图纸、程序和手册进行工作。若供应方对于工作的预期目的的适用性存有疑问，将立即告知采购方。
- 2.5 供应方应确保工作完全符合所有适用的法律、法规、规章或要求（及其任何变更），无论该等规定在订单签署之前或之后发布或生效。此外，供应方应向采购方提供与工作相关的所有信息，以使采购方能够遵守任何适用的法律、法规、规章或要求（包括但不限于第 15 条规定的各项要求）。若供应方未能遵守上述规定，则自动构成违约。

- 2.6 Notwithstanding the generality of the foregoing, the Buyer shall remain liable for errors, omissions and inconsistencies in the information provided by the Buyer to the Supplier where the Supplier, exercising reasonable care and diligence, could not have discovered the error, omission or inconsistencies.
- 2.7 If the Supplier has no demonstrable experience regarding the Work or intended use or purpose of the Work, or if the Work to be delivered is still at a 'prototype' stage, the Supplier shall inform the Buyer of this in writing before entering into an Order.
- 2.8 The Supplier shall observe the programme and schedule that is part of the Order and any deviations shall require the prior approval of the Buyer. The Supplier shall provide regular progress updates during the execution of the Work. The Supplier shall immediately inform the Buyer in writing in the event that the Supplier becomes aware of any circumstances which may adversely affect its ability to meet any of its obligations (whether in whole or in part) under the Order.
- 2.9 If the Supplier's actual progress of the Work does not conform to the agreed programme or schedule as set forth in clause 2.8, the Parties shall meet to create, agree and implement a corrective plan for the Supplier to correct or revert the situation. Whenever the Supplier fails to adhere to the corrective plan, or if the Buyer reasonably expects the Supplier will fail to correct or revert the situation, the Buyer shall have the right, without prejudice to its contractual or other rights and remedies, to require the Supplier to initiate such actions as are reasonably necessary, in the opinion of the Buyer, to correct the situation. Such actions, which shall be at the cost of the Supplier, may include additional manpower, additional shifts, amendments to the Supplier's schedule, accelerated recovery processes or such other measures as deemed appropriate by the Buyer.
- 2.10 The Supplier shall not subcontract or assign the Order (or parts thereof), unless express prior written consent is given by the Buyer. In such event, the Supplier shall ensure that any and all subcontractors and/or assignees are bound by the Terms and any provisions of the Order. The Supplier remains fully responsible for any Work assigned or subcontracted and it shall not affect the Supplier's obligations and liability under the Order.
- 2.11 Unless agreed otherwise, the Supplier is entitled to submit its invoice upon Delivery. Payment of all correctly submitted invoices shall be within sixty (60) days of receipt thereof. Submitted invoices shall separately state any amount due for V.A.T. In the event that the Buyer is required to make any payments prior to or in advance of Delivery, any and all such payments shall be subject to the provision by the Supplier to the Buyer of an irrevocable, unconditional on first demand bank guarantee for a sum equal to the amount of such payments in accordance with the wording of the Buyer's template. The bank guarantee shall be issued by a first class bank acceptable to the Buyer; it shall be valid up to sixty (60) days following Delivery. The Supplier shall arrange for the above conditions to be satisfied no later than fifteen (15) days after issuance of the Order. Should the Supplier fail to do so, the Supplier shall automatically be in default.
- 2.12 The Buyer shall have the right to novate the Order to the Buyer's client by notice in writing to the Supplier.
- 2.13 The Supplier shall ensure that spare parts or replacement parts for the Work are readily available to be purchased by the Buyer, at prices and delivery times that are commercially reasonable for a period of ten (10) years after the date of Delivery of the Work.
- ### 3 TAX
- 3.1 If applicable, the Supplier shall be responsible for complying with all customs regulations relating to the Order and/or materials to be incorporated into the Work. The Supplier shall maintain such records and provide documentation as may be required to satisfy customs authorities as to the usage, disposal and/or re-export of equipment and/or materials provided for the Work. In the event of failure of the Supplier to comply with this clause 3.1, the Supplier shall be liable for and shall indemnify and hold harmless the Buyer from any resulting fines, penalties, costs and/or any loss of importation bonds.
- 3.2 If the Supplier is a self-employed person with no employees, the Buyer and the Supplier may impose additional requirements to avoid that an employment contract is created (including a contract qualified by the tax authorities as an employment contract). The Supplier shall not execute any Work and is not entitled to payment for any Work performed until those requirements are met.
- ### 4 QUALITY, HEALTH, SAFETY AND ENVIRONMENT
- 4.1 The Supplier shall have an implemented and documented system for Quality Assurance ("QA") according to the current ISO 9001 Standard/EN ISO 9001. The Supplier shall perform the Work in full compliance with the QA system and in strict compliance with the quality control system and specification as specified in the Order.
- 4.2 It shall be a material condition of the Order that the Supplier has a health, safety and environment ("HSE") management system in place with standards no less stringent than those of the HSE management system of the Buyer, which complies with all applicable laws and regulations and industry sector good practices; and that the Work is conducted under that HSE management system.
- 4.3 Failure to meet these standards and failure to produce evidence of such may be regarded a material breach of the Terms.
- 4.4 If the Work is performed on the premises of the Buyer or the Buyer's client(s), the persons performing the Work shall be fit for the execution of the Work. The Supplier shall comply with all applicable rules, regulations, programmes, policies and procedures, including any drug and/or alcohol abuse regulations in effect at all Work sites.
- ### 5 INSPECTION, TESTING, CERTIFICATION
- 5.1 The Supplier shall ensure that the Work is inspected and tested, to evidence full conformity with the requirements of the Order before Delivery. If the Work has to be tested and/or approved by a certifying authority, the Supplier is responsible for arranging and coordinating such testing or approval as per the Order. Unless

- 2.6 尽管存在前文一般性规定, 采购方应对采购方提供给供应方的信息中的错误、遗漏或不一致负责, 前提是供应方无法通过合理注意和合理谨慎发现该等错误、遗漏或不一致。
- 2.7 若供应方对于工作或工作的预期用途或目的不具备可以被证实的经验, 或如果拟交付之工作尚处于“样本”阶段, 则供应方应在订立订单之前以书面方式通知采购方。
- 2.8 供应方应遵循作为订单一部分的方案和计划, 任何偏离均须经采购方事先许可。供应方在履行工作期间应定期提供进度报告。若供应方意识到任何可能对其履行订单义务(无论是全部或部分义务)产生不利影响的情况, 应立即以书面形式通知采购方。
- 2.9 若供应方实际工作进度不符合第 2.8 条约定的方案或计划, 双方应会商制定、确认并实施整改方案以使供应方纠正或恢复履约状态。当供应方未能遵守整改方案, 或采购方合理预期供应方将无法纠正或恢复履约状态时, 在不影响采购方享有的合同或其他权利和救济的基础上, 采购方有权要求供应方采取采购方认为必要的措施, 纠正该情况, 且相关费用应由供应方承担, 前述措施可能包括增加人力投入、增加轮班、修改供应方的计划、加快恢复进程或采购方认为合适的其他措施。
- 2.10 供应方不得将订单(或其任何部分)分包或转包, 除非事先获得采购方明确的书面同意。在此情况下, 供应方应确保所有分包商和/或受让方受本条款及订单各项规定的约束。供应方对任何分包或转让的工作仍承担全部责任, 且该等分包或转包不影响供应方在订单项下的义务与责任。
- 2.11 除非另有约定, 供应方有权在交付后立即提交发票。采购方应在收到正确提交的发票后的六十(60)天内支付发票金额。提交的发票应单独列明增值税金额。若采购方被要求在交付前或提前支付任何款项, 供应方向采购方提供不可撤销的、见索即付银行保函, 金额等同于该等预付款项, 且保函文本应符合采购方模板要求。该银行保函应由采购方认可的一流银行出具, 有效期至交付后六十(60)日。供应方应确保最迟在订单签发后十五(15)日内满足上述条件。若供应方未能履行, 则自动构成违约。
- 2.12 购方有权通过向供应方发出书面通知, 以主体变更的形式将订单让渡给采购方的客户。
- 2.13 在自工作交付之日起的十(10)年内, 供应方须确保采购方能够以商业合理的价格和交付时间采购到工作所需要的零备件或替换件。

3. 税费

- 3.1 在适用情况下, 供应方有责任遵守所有与订单和/或工作中包含的材料相关的海关规章。为满足海关当局针对为工作而提供的设备和/或材料的用途、处置和/或再出口方面的要求, 供应方应保存可能需要的记录并提供可能需要的文件。若供应方未能遵守本第 3.1 条, 供应方应对因此产生的罚款、罚金、成本和/或进口保证金损失承担赔偿责任, 且应使采购方免于因此受到损害。
- 3.2 若供应方为无雇员的个体经营者, 则采购方和供应方可以设置额外要求, 以避免雇佣合同的产生(包括税务机关视作雇佣合同的合同)。在该等要求得到满足之前, 供应方不得执行任何工作, 且无权就已履行的工作取得付款。

4. 质量、健康、安全 and 环境

- 4.1 供应方应依照现行 ISO 9001 标准/欧洲 ISO 9001 标准具备一个已投入实施的文档化的质量保证(“质保”)体系。供应方应充分依照质保体系履行工作, 并严格遵守订单中载明的质量控制体系和规范。
- 4.2 供应方必须建立健康、安全和环境(“HSE”)管理体系且该体系标准不得低于采购方 HSE 管理体系要求, 并符合所有适用法律法规及行业优良惯例; 同时, 相关工作必须在该 HSE 管理体系下实施。
- 4.3 未能满足前述标准且未能提供相关证明的可被视为严重违反此等条款。
- 4.4 若在采购方或采购方客户的场地履行工作, 履行工作的人员对于工作的执行而言应是恰当的。供应方应遵守所有适用的规则、规章、程序、政策和流程, 包括所有作业场所关于药品和/或酒精滥用的生效规章。

5. 检验、测试、证明

- 5.1 供应方应确保工作在交付之前经过检验和测试, 以证明其符合订单中的要求。若工作必须经过认证机关测试和/或批准, 供应方应根据订单要求负责安排与协调该测试或批准, 除非另有约定, 相关风险和费用由供应方自行承担。采购方有权但无义务见证或独立核实供应方开展的测试和/或核准过程。

otherwise agreed, such testing and/or approval shall be at Supplier's own risk and expense. The Buyer has the right but not the obligation to witness or independently verify the testing and/or approval process by the Supplier.

- 5.2 The Buyer Group, its client(s), or any Third Party so appointed by the Buyer may carry out inspections or tests of the Work at any time after issuance of the Order. In such event, the Supplier shall fully cooperate with these inspections or tests; and shall arrange free access to the Supplier's Group premises and any other premises where the Work is being performed in order to facilitate this. Upon request by the Buyer, the Supplier shall, within one (1) week of such request, issue a progress report of the Work and hand over any inspection and/or test reports and/or certificates which are already available.
- 5.3 Any such inspection and testing performed under clause 5.1 and/or clause 5.2 shall not relieve the Supplier of any obligations under the Order.
- 5.4 Unless otherwise agreed in the Order, all documentation required under these Terms and/or the Order (including without limitation (material) certificates, inspection and approval or test reports) shall be supplied to the Buyer prior to or on (as a condition for) Delivery. Notwithstanding anything else stated in these Terms, the Supplier shall not be relieved of its obligations under the Order until all documentation is delivered to and approved by the Buyer.
- 5.5 The Buyer has the right, at any reasonable time, to audit and request copies of documents and extracts from the Supplier's and its (sub)contractor's books, accounts, records and original documents and computer data relating to the Order, including unpriced copies of any subcontract or supply agreement entered into by the Supplier in connection with the Order. Upon request by the Buyer, the Supplier shall fully collaborate with the Buyer and shall provide the Buyer with such documentation.

6 DELIVERY AND TRANSPORT

- 6.1 The agreed times of (partial) Delivery of the Work is of fundamental importance to the Buyer Group. If the Supplier fails to meet the agreed times of (partial) Delivery, it shall automatically be in default.
- 6.2 Unless otherwise agreed in writing, Delivery and transport shall be undertaken in accordance with the applicable Delivery term.
- 6.3 The Supplier shall provide sound packaging that is suitable for the method of Delivery and transport, including where necessary the provision of cribbing, stowing, sea fastening and equipping with crane hooks and/or fittings for the (un)loading of the Work, or as otherwise described in the Order.
- 6.4 Unless otherwise agreed in the Order, the place of Delivery shall be the office address of the Buyer.
- 6.5 The receipt of and/or payment for the Delivery of the Work or parts thereof shall not be regarded as acceptance or conformity of the Work as supplied.
- 6.6 In case of late Delivery of the Work the Buyer may, in its sole discretion, apply liquidated damages. Unless otherwise agreed in the Order, a percentage of one percent (1%) per day over the value of the Order shall apply as liquidated damages. Such liquidated damages are a genuine pre-estimate of the damages which may be sustained by the Buyer, are in proportion to the Buyer's legitimate interests in the enforcement of the Buyer's obligations and are not extravagant, exorbitant or unconscionable. In the event that the Buyer decides not to apply any liquidated damages, the Supplier is liable for actual damages which the Buyer incurs as a consequence of the delay.

7 TITLE, OWNERSHIP AND RISK

- 7.1 Title to the Work (or any part thereof) including any deliverables, goods and materials for use, incorporation or processing shall be transferred to the Buyer free of liens or any other encumbrances from the time the Work is first identifiable as such and shall be clearly marked as the Buyer's property.
- 7.2 When at the Supplier's site, the Work (or any part thereof) shall be stored separately and the Buyer is at all times entitled to claim, mark, take possession of and safeguard the Work.
- 7.3 The Supplier warrants that the Work shall be free from any liens, pledges, rights of retention, encumbrances or any other rights and shall defend, indemnify and hold the Buyer Group harmless for any damages and losses in connection with a breach of this clause.
- 7.4 The risk of damage to or loss of the Work is transferred to the Buyer upon Delivery and the Supplier indemnifies the Buyer for any damages to or loss of the Work or goods that occur prior to Delivery.
- 7.5 Should the Buyer wish to vest any liens, encumbrances or other such rights on the Work, the Supplier shall fully cooperate with the Buyer.
- 7.6 The Supplier shall handle, store, and process any Buyer Furnished Goods with the utmost care. The Supplier shall bear the risk of any damage to or loss of the Buyer Furnished Goods. Without prejudice to any other rights and remedies available to the Buyer under the Order, the Supplier shall defend, indemnify, and hold the Buyer Group harmless against any such damages or losses caused by the Supplier's failure to comply with this clause, including any consequences such as, but not limited to, any delay in the performance of the Work.

8 WARRANTY

- 8.1 The Supplier warrants that the Work is: (i) new and in conformity with the specifications and requirements of the Order; and (ii) free of any defects (latent or otherwise) and any faults regarding design, materials and/or workmanship ("Warranty").
- 8.2 Unless expressly agreed otherwise, a Warranty period of twelve (12) months applies from the date the Work is delivered from the Buyer to its client and brought into operation by the Buyer's client ("Warranty Period").
- 8.3 Within the Warranty Period, the Supplier is obliged to remedy any and all defects and/or failures in the Work as soon as possible and in a manner which entails minimal impact on the Buyer Group, free of charge and by means of repair or replacement including any removal and/or disassembly and installation and/or assembly of the Work (or part thereof) in the equipment of the Buyer where it is

5.2 采购方集团或其客户或采购方指定的任何第三方可在订单发出后任何时候对工作进行检查或测试。在此情况下, 供应方应充分配合此等检验或测试, 并安排采购方或此等客户或第三方自由出入供应方集团的场地和任何其他工作开展场地以便开展检验。应采购方要求, 供应方应在收到请求后一 (1) 个星期内提交一份工作进度报告, 并移交所有的检验和/或测试报告和/或证书。

5.3 根据第 5.1 条和/或第 5.2 条进行的任何检验测试, 均不免除供应方在订单项下的任何义务。

5.4 除非订单中另有约定, 供应方应在交付之前或交付时将本条款和/或订单中载明的所有文件 (包括但不限于 (材料) 证书、检验和批准或测试报告) 提供给采购方。无论本条款如何规定, 在所有文件交付并获得采购方批准前, 供应方在订单项下的义务不得解除。

5.5 采购方有权在任何合理时候, 对供应方及其 (次级) 承包商与订单相关的账目、账簿、记录、文件原件和计算机数据包括供应方就订单签订的所有分包合同或供货协议的无价格副本, 进行审计并节选复制。应采购方要求, 供应方应全力配合并提供相关文件。

6.交付和运输

- 6.1 约定的交付 (部分交付) 工作的时间对于采购方集团而言至关重要。若供应方未能满足约定的交付 (部分交付) 时间, 供应方则自动被视为违约。
- 6.2 除非另有书面约定, 应按照订单中载明的适用交付条件进行交付和运输。
- 6.3 供应方应提供与交付运输方式相适应的合理包装, 包括在必要情况下提供撑垫、堆装、海运绑扎、为工作的装 (卸) 载配备吊钩和/或装置、或订单载明的其他约定。
- 6.4 除非订单中另有约定, 交付地点应为采购方的公司所在地。
- 6.5 接收工作或部分工作的交付和/或为工作或部分工作的交付付款不得视为按照供应状态接受工作或工作的供应状态符合要求。
- 6.6 如发生迟延交付的情况, 采购方可自行决定适用违约金。除非订单另有约定, 违约金应按照订单价值每日百分之一 (1%) 计算。该违约金系对采购方可能遭受的损害的合理预估, 与采购方在履行其义务时享有的合法利益相称, 并非夸大的、过高的或不合理的。若采购方选择不适用违约金, 供应方应对采购方因该迟延而发生的实际损害承担责任。

7.产权、所有权和风险

- 7.1 工作 (或其任何部分), 包括所有待使用、组装或加工的可交付物、货物及材料的所有权, 应自该等工作首次被识别为工作时起即转移至采购方, 且不存在任何留置权或其他权利负担, 且须明确标注为采购方财产。
- 7.2 当工作 (或其任何部分) 位于供应方场所时, 应单独存放, 且采购方有权随时主张权利、加注标识、占有并保管该等工作。
- 7.3 供应方保证工作不附带任何留置权、质押权、保留权、权利负担或其他权利, 并应对违反本条款导致的损害承担赔偿责任, 确保采购方集团免受损失。
- 7.4 工作发生损害或灭失的风险应于交付之时转移至采购方, 供应方应对交付前发生的任何工作或货物毁损灭失向采购方承担赔偿责任。
- 7.5 如果采购方意图在货物上设置任何留置权、产权负担或其他权利, 供应方应为采购方提供充分配合。
- 7.6 供应方应以最高谨慎标准处理、存储及加工所有采购方提供的货物。供应方应承担采购方提供的货物毁损灭失的风险。在不影响采购方根据订单享有的其他权利和救济的前提下, 若供应方违反本条款规定导致采购方提供的货物损毁或灭失 (包括但不限于由此引起的工作延误等后果), 供应方应为采购方集团辩护并进行赔偿, 确保采购方集团免受损失。

8.保证

- 8.1 供应方应保证工作 i) 是全新的且符合订单的规范和要求, ii) 不存在瑕疵 (无论是是否为潜在瑕疵) 和设计、材料、工艺方面的缺陷 ("保证")。
- 8.2 除非另有明确约定, 工作的保证期限为十二 (12) 个月, 自采购方将工作交付给客户并由采购方客户投入运行之时起开始起算 ("保证期")。
- 8.3 在保证期内, 供应方有义务尽快补救工作的任何缺陷和/或故障, 且应以对采购方集团影响最小的方式免费进行维修或更换, 包括按采购方指示对嵌入、组装或安装在采购方设备中的工作 (或其部分) 进行拆卸和/或重装。

embedded, incorporated or installed, as directed by the Buyer.

- 8.4 When Work is modified, replaced or repaired, or when remedial work is carried out under the Warranty, a full twelve (12) months Warranty Period comes into force in respect of the Work after acceptance of the remedial work.
- 8.5 In urgent situations, or if action is not initiated by the Supplier to carry out their Warranty obligations within five (5) days after notification from the Buyer, or if repair works are not executed diligently, the Buyer Group may undertake the repair works itself or have it carried out by a Third Party at the Supplier's risk and cost. In urgent situations, without prejudice to any right of the Buyer under this clause 8.5, the Buyer shall as soon as reasonably possible: (i) inform the Supplier; and (ii) involve the Supplier.
- 8.6 If any defects and/or failures of the same nature or same type or arising from the same cause which the Buyer reasonably could foresee or anticipate affecting the whole Work or a part thereof, the Buyer has the right to instruct the Supplier and the Supplier shall use its best efforts in conducting all necessary checks and testing in order to assess whether the defect and/or failure is a generic defect in the Work.

9 LIABILITY AND INSURANCES

- 9.1 The Supplier shall defend, indemnify and hold harmless the Buyer Group for damages or losses, regardless of whether any such damage and/or loss is due to the negligence (including active, passive, sole, joint, concurrent negligence) of the Buyer Group in respect of: (i) the illness, injury or death of the Supplier Group's own personnel; (ii) any of the Supplier Group's own property, equipment, materials and any other items whether owned, hired, leased, chartered, etc. (regardless of possession or control by the indemnitee).
- 9.2 Neither Party shall be liable to the other for any indirect or consequential damages, including but not limited to any loss of profit, loss of product or production, loss of contracts and loss of reputation or goodwill arising or alleged to arise out of either Party's failure properly to carry out its obligations under the Order, or arising out of a breach of duty under the laws of tort or any statutory breach of either Party. Each Party shall indemnify, defend and hold harmless the other Party and its respective Group (depending on the context, either the Buyer Group or the Supplier Group) accordingly. For the avoidance of doubt, any loss or damage arising or resulting from the Supplier's breach of its obligations under obligations clause 6 (Delivery and Transport), clause 8 (Warranty), clause 13 (Confidentiality), clause 14 (Intellectual Property) and clause 15 (Compliance) shall not be deemed indirect or consequential damages under this clause 9.2.
- 9.3 The Supplier shall maintain in full force and effect adequate insurances against its legal and contractual liabilities assumed under this Order, with the exclusion of any recourse against the Buyer and the Buyer Group. When the Work includes the construction and/or transportation of goods, the Supplier shall provide: (i) a Construction All Risks insurance to cover the Work up to the full value of the goods and up to the moment of acceptance of the Work by the Buyer; and/or (ii) a transport insurance covering the full value of the (part of) Work being transported. The Buyer shall be co assured under this Construction All Risk and/or transport insurance with the exclusion of any recourse against the Buyer and the Buyer Group.

10 SUSPENSION AND TERMINATION

- 10.1 The Buyer may, with or without cause, suspend performance of the Work (or part thereof) under an Order by giving notice in writing of such suspension to the Supplier. Unless such suspension is (i) as a result of the Supplier's breach of any of its obligations under the Order, or is (ii) as a result of the Supplier becoming bankrupt or insolvent or when insolvency, receivership or bankruptcy proceedings are commenced against the Supplier or are initiated by the Supplier, then the Buyer shall compensate all reasonable, direct and documented costs incurred as a result of such suspension and the Supplier shall be entitled to an extension of the Delivery date, to the extent that the Supplier incurs proven delay as a consequence of such suspension. Upon receiving such notice, the Supplier shall immediately cease all Work; instruct other members of the Supplier Group to cease all Work; and store and protect the Work. The Supplier shall immediately proceed with execution of the Work if so directed by the Buyer.
- 10.2 The Buyer may, with or without cause, terminate performance of the Work (or part thereof) under an Order by giving notice in writing of such termination to the Supplier. Upon receiving such notice, the Supplier shall immediately cease all Work and instruct other members of the Supplier Group to cease all Work. Unless such termination is (i) as a result of the Supplier's default of any of its obligations under the Order, or is (ii) as a result of the Supplier becoming bankrupt or insolvent or when insolvency, receivership or bankruptcy proceedings are commenced against the Supplier or are initiated by the Supplier, the Buyer shall compensate the Supplier for all Work properly performed up to termination to the extent not yet paid at that point in time. Payment of such amounts shall be effected upon Delivery of the Work that is completed at that point in time in accordance with the Order.
- 10.3 In addition and without prejudice to the other provisions of this clause 10, if, as a result of Force Majeure the delay in Delivery time influences the Buyer's timely performance of its obligations to third parties, or if there are clear indications that execution of the Order is no longer possible, the Buyer is entitled to change, suspend or terminate the Order without any liability towards the Supplier.
- 10.4 The rights and obligations under the Terms which by their nature should survive, including clause 10 (Suspension and Termination), clause 13 (Confidentiality) and clause 14 (Intellectual Property) shall survive after termination and/or acceptance of the Work.

11 VARIATION

- 11.1 During the execution of the Order, the Buyer may request or instruct the Supplier to change or amend the Order or part thereof ("Variation"). Upon request or instruction thereof by the Buyer, the Supplier shall perform the Work according to

8.4 若工作经过修改、更换或维修, 或根据本保证实施补救工作, 则该项工作的十二(12)个月完整保证期应于该补救工作验收完成后重新起算。

8.5 在紧急情况下, 或供应方未在采购方通知后五(5)日内启动保证义务的履行, 或未勤勉执行修理工作时, 采购方集团可自行或委托第三方进行维修工作, 相关风险与费用由供应方承担。在紧急情况下, 在不影响采购方根据本8.5条享有的任何权利的前提下, 采购方应尽合理可能: (i) 通知供应方; 及(ii) 让供应方参与处理。

8.6 若存在采购方可合理预见或预料的、可能影响整个工作或其部分同类或同源缺陷和/或故障, 采购方有权指示供应方, 且供应方应尽最大努力进行所有必要的检查与测试, 以评估该缺陷和/或故障是否属于工作的普遍性问题。

9. 责任和保险

9.1 对于与i) 供应方集团人员患病、受伤或死亡; 和ii) 供应方集团拥有的、租用的、租赁的或承租的财产、设备、材料和其他物品(无论是否由获赔偿方占有或控制)有关的损害或损失, 无论该损害和/或损失是否是由于采购方集团的过失(包括故意、消极、单独、共同和并行过失)所致, 供应方应为采购方集团辩护, 赔偿采购方集团并使其免受损害。

9.2 任何一合同方不对另一合同方因或据称因该合同方未妥善履行订单下的义务或违反侵权法项下的义务或违反法律规定而遭受的间接损害或后果性损害承担责任, 包括但不限于利润损失、产品或生产损失、合同损失和信誉或商誉损失。合同方应对另一合同方及其集团(即采购方集团或供应方集团, 根据上下文确定)相应作出补偿, 提供抗辩, 使其免受损害。为避免疑义, 供应方违反第6条(交付和运输)、第8条(保证)、第13条(保密)、第14条(知识产权)和第15条(合规)义务导致的任何损失或损害, 不构成本条款项下的间接损害或后果性损害。

9.3 供应方应为其在订单项下承担的法律责任和合同责任投保并使该等保险保持充分有效并具有完整效力, 该等保险应排除对采购方和采购方集团的追索权。若工作包括货物建造和/或运输, 供应方应i) 为工作投保建造工程一切险, 最高保险金额为货物的全部价值, 承保至采购方接受工作之时; 并/或ii) 投保运输险, 承保所运输(部分)工作的全部价值。采购方应在该建造工作一切险和/或运输险项下作为共同被保险人, 且该等保险应排除对采购方和采购方集团的追索权。

10. 中止和终止

10.1 采购方有权随时(无论是否基于特定事由)通过书面通知中止订单项下工作(或其部分)的履行。若该中止系基于以下原因: (i) 由于供应方违反订单项下的任何义务; 或(ii) 由于供应方发生破产或丧失清偿能力, 或针对供应方启动破产管理、接管或破产程序, 采购方应补偿供应方由此产生的合理、直接且有书面证明的费用, 且供应方有权获得交付期限的延长(以能够证明因中止导致延误为限)。收到通知后, 供应方应立即: 停止所有工作; 指示供应方集团其他成员停止工作; 并对工作进行妥善保管。若采购方随后要求继续履行, 供应方应立即恢复工作执行。

10.2 采购方有权随时(无论是否基于特定事由)通过书面通知终止订单项下工作(或其部分)的履行。收到通知后, 供应方应立即停止所有工作并指示供应方集团其他成员停止工作。若该终止系基于以下原因: (i) 由于供应方未履行订单义务; 或(ii) 由于供应方发生破产或丧失清偿能力, 或针对供应方启动破产管理、接管或破产程序, 采购方应就供应方已适当完成但尚未获得付款的工作向供应方支付相应款项。该款项应按照订单约定, 于已完成工作交付时支付。

10.3 在不影响本条其他规定的前提下, 若因不可抗力引起的交付时间延迟影响了采购方及时履行其对第三方的义务, 或存在明显征兆表明订单的执行不再可能, 则采购方有权变更、中止或终止订单, 而无需对供应方承担任何责任。

10.4 此等条款项下因其性质应在工作终止和/或验收之后存续的权利和义务, 包括第10条(中止和终止)、第13条(保密)和第14条(知识产权)项下的权利和义务, 应在工作终止和/或验收之后继续有效。

11. 变更

11.1 订单执行期间, 采购方可请求或指示供应方更改或修改订单或其中任何部分("变更")。供应方应在收到购方的此等请求或指示后, 依照变更履行工作。

the Variation.

- 11.2 The Supplier shall advise the Buyer within five (5) days from the request or instruction for Variation of the impact of a request for Variation with respect to the price, Delivery time and other terms. Upon agreement by the Buyer, the Buyer shall issue a Variation order.

12 FORCE MAJEURE

- 12.1 Any delays in or failures of performance shall not constitute default, if and to the extent such delays or failures of performance are caused by occurrences of Force Majeure. The Party affected shall be under the obligation to use its best endeavours to mitigate the effects of the Force Majeure event.
- 12.2 In claiming such Force Majeure event, the Party affected shall notify the other Party of the nature and extent of the circumstances of Force Majeure within five (5) days and shall state what the anticipated consequences will be for its obligations under the Order. The occurrence of a Force Majeure event, including its effects and resolution, shall not be cause for an adjustment to the Order price. Throughout the period of Force Majeure, the Party affected shall provide the other Party with regular status updates, including reasonable and non-binding predictions as to when the Force Majeure condition will likely cease.
- 12.3 Each Party shall bear its own costs and expenses incurred in connection with Force Majeure and its respective obligations under this clause 12 and neither is to seek recovery of such costs or expenses from the other Party. No remuneration is due to the Supplier for any period during which the Work was unable to proceed due to Force Majeure.

13 CONFIDENTIALITY

- 13.1 The term "Confidential Information" as used herein, means any and all information, whether disclosed verbally, digitally, visually, in writing or otherwise, prior of after the date of this Order and whether or not marked 'Confidential' or the like, such as without limitation drawings, sketches, specifications, engineering data, calculations, data sheets, models, reports, advices, including information relating to existing or proposed future business, inventions, solutions, operations or developments, technology, intellectual property, patents, copyrights, trademarks and financial information.
- 13.2 The Supplier shall keep all Confidential Information strictly confidential and shall use such Confidential Information only for the execution of the Work. The Supplier may disclose the Confidential Information, as necessary, only to those members of the Supplier Group who may reasonably need to know the Confidential Information for the execution of the Work, subject to the confidentiality obligations as set out in the Terms. Any and all Confidential Information is and shall at all times remain the property of the Buyer or the Buyer Group. Upon request, the Supplier shall promptly return all Confidential Information to the Buyer.
- 13.3 Without prejudice to any other rights and remedies otherwise available to the disclosing Party at law, the receiving Party acknowledges that any available remedies may be inadequate to protect the disclosing Party against any actual or threatened disclosure of Confidential Information, and that the disclosing Party shall be entitled to file for injunctive relief without proof of actual damages. The receiving Party shall be liable for and hold harmless the disclosing Party for any breach of this clause.
- 13.4 The obligations of the receiving Party with regard to Confidential Information will not apply to Confidential Information: (i) that is now in or hereafter enters the public domain without a breach of these Terms by the receiving Party, or its respective Group or its representatives, (ii) that is known to the receiving Party prior to the time of disclosure by disclosing Party, (iii) that is obtained by the receiving Party, after the date hereof, from any Third Party that is lawfully in the possession of Confidential Information, but only if such disclosure of Confidential Information to it does not violate any contractual or legal obligation to the disclosing Party on the part of such Third Party or vice versa, (iv) that is required or requested to be disclosed by court order, subpoena, data request or other legal process or by court order or a request by regulatory authorities, in which case, the receiving Party shall immediately provide the disclosing Party with detailed written notice of any such request or requirement so that the disclosing Party may seek a protective order, injunctive relief or any other appropriate remedy.

14 INTELLECTUAL PROPERTY

- 14.1 Any concept, design or (other) intellectual property rights, including but not limited to any patents, copyrights, database rights, design rights, know-how, models, trademarks and trade secrets or rights in Confidential Information, whenever and however arising, for their full term and including any applications divisions, reissues, re-examinations, continuations, continuations-in-part and renewals thereof ("Intellectual Property Rights"), arising from the Work shall vest solely with the Buyer. The Supplier shall provide all reasonable assistance in assigning such rights to the Buyer. The Parties agree that nothing in these Terms shall be deemed as granting to the Supplier any license or any other rights to any current or future intellectual property rights of the Buyer.
- 14.2 If the Supplier incorporates its own Intellectual Property Rights in the Work, the Supplier grants the Buyer Group an unlimited, irrevocable, perpetual, worldwide, non-exclusive and transferable license to use these rights.
- 14.3 The Supplier warrants that the Work does not infringe the Intellectual Property Rights of Third Parties. The Supplier shall indemnify and hold harmless the Buyer Group and its clients against any and all such claims and costs which may be made against the Buyer Group, or its clients, including but not limited to legal fees in defending such claims.

15 COMPLIANCE

- 15.1 The Supplier guarantees that in carrying out its activities under the Order it shall ascertain and comply with all applicable obligations and restrictions arising out of or following from any and all relevant: (i) anti-bribery and anti-corruption legislation of the United Nations, the European Union, the United States of America, the

11.2 供应方应在收到采购方提出变更请求或指示后 5 日内, 告知采购方变更请求对价格、交付时间和其他条款的影响。若采购方同意此等影响, 应出具一份变更单。

12.不可抗力

- 12.1 因发生不可抗力而导致的任何迟延或未能履约的情形不得构成违约。受不可抗力影响的合同方有义务尽其最大努力减少不可抗力事件的影响。
- 12.2 如欲主张发生不可抗力事件, 受影响的合同方应在 3 天内就不可抗力的性质和程度向另一合同方发出通知, 并阐明该不可抗力事件预计将对其在订单项下的义务产生的影响。不可抗力事件的发生, 包括其影响和解决, 不得构成价格调整的原因。在整个不可抗力期间, 受影响的一方应定期向另一合同方提供状况更新, 包括对不可抗力状况何时可能停止的合理且不具约束力的预测。
- 12.3 双方应自行承担不可抗力及履行本第 12 条义务而产生的费用和开支, 双方均不得向对方追讨此类费用或开支。在因不可抗力导致工作无法进行的任何期间, 无须向供应方支付任何报酬。

13.保密

- 13.1 此等条款中所使用的“保密信息”指订单日期之前或之后以口头、电子、视觉、书面或其他形式披露的任何和所有信息(无论是否标记有“保密”或类似字样), 包括但不限于图纸、草图、规格、工程数据、计算、数据表、模型、报告、建议, 亦包括与现有的或将来的计划业务、发明、解决方案、经营或发展、技术、知识产权、专利、版权、商标和财务信息相关的信息。
- 13.2 供应方应严格保密所有保密信息, 并且仅为执行工作之目的而使用保密信息。供应方可在必要情况下, 仅向为执行工作而合理需要知道保密信息的供应方集团成员披露保密信息, 前提是该等成员应受此等条款中所载保密义务的约束。任何及所有保密信息是且始终属于采购方或采购方集团的财产, 且供应方应在收到请求后立即将全部保密信息归还给采购方。
- 13.3 在不影响披露方依法享有的其他权利和救济的前提下, 接收方确认披露方所享受的救济可能不足以保护披露方免于因保密信息的实际或威胁披露而遭受损害, 且披露方有权申请禁令救济, 而无需证明其实际损害。接收方应就任何违反本第 13 条的情形向披露方承担责任并使披露方免受损害。
- 13.4 接收方承担的与保密信息有关的义务不适用于以下保密信息: i) 在接收方或其代表并未违反此等条款的情况下现在处于或今后进入公共领域的保密信息; ii) 在披露方披露之前已经为接收方所知的保密信息; iii) 接收方在订单日期之后自任何依法持有保密信息的第三方处取得的保密信息, 但仅限于该第三方将保密信息披露给接收方不会违反该第三方对披露方承担的任何合同或法律义务(反之亦然)的情况; iv) 法院命令、传讯、数据披露要求或其他法律程序, 或法院命令或监管机关要求或请求披露的保密信息。在本第 13.4 条 iv) 项所载情形中, 接收方应立即将任何该等请求或要求详细书面告知披露方, 以便披露方寻求保护令、禁令救济或任何其他恰当的救济。

14.知识产权

- 14.1 因工作产生的任何概念、设计或(其他)知识产权, 包括但不限于任何专利、版权、数据库权利、设计权、专有技术、模型、商标和商业秘密或对保密信息的权利, 无论何时产生, 也无论何人产生, 包括此等知识产权的申请、分割、再颁发、复审、延续、部分延续和续期(“知识产权”), 在此等知识产权各自的整个有效期内, 专属于采购方。供应方应为将此等权利让与给采购方提供一切合理协助。合同双方同意此等条款中的任何内容均不得视为将采购方现有的或将来的任何知识产权的许可或任何其他权利授予供应方。
- 14.2 若供应方在工作中加入了其自身的知识产权, 则供应方授予采购方集团一项全球范围内无限制的、不可撤销的、永久的、全球性的、非独家的且可转让的使用许可。
- 14.3 供应方确保工作不侵犯第三方的知识产权。供应方应赔偿采购方集团或其客户可能面临的任何和所有这类索赔和费用, 包括在抗辩此等索赔时产生的法律费用, 并使采购方集团或其客户免受损害。

15.合规

- 15.1 供应方保证在根据订单开展活动时, 应查明并遵守所有以下相关法律法规所引起的或产生的所有适用的义务与限制: (i) 联合国、欧盟、美国、英国及与订单有关或可能有关或将有关的任何其他国家的反贿赂反腐败法律(统称为“反贿赂法”); 及(ii) 联合国、欧盟、美国、英国及与订单有关或可能有关或将有关的任何其他国家的制裁与出口管制法律(统称为“贸易法”)。

United Kingdom and any other country that is or may be or become relevant in respect of the Order (together, the "Anti-Bribery Laws"); and (ii) sanctions and export controls legislation of the United Nations, the European Union, the United States of America, the United Kingdom and any other country that is or may be or become relevant in respect of the Order (together, the "Trade Laws").

- 15.2 The Supplier will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Trade Laws and the Anti-Bribery Laws.
- 15.3 In addition to any other obligations of the Supplier under the Order, and irrespective of whether transportation is arranged by the Supplier or the Buyer, the Supplier shall: (i) immediately notify the Buyer if the supply of the Work (or part thereof) is listed under the Trade Laws as military or dual use goods and require an export permit (such as a license) or any other export documentation, and without limiting the generality of the foregoing (ii) provide the Buyer, in writing, with all required export or re-export documentation, including, without limitation, any applicable export declaration, the export invoice, and the declaration form. Moreover, upon request of the Buyer, the Supplier shall furnish any other information for the potential re-export of the Work to other countries by (or on behalf of) the Buyer Group. The compliance with the above obligations is at the Supplier's own risk and cost.
- 15.4 Should the Supplier fail to comply with any provision of this clause 15, the Supplier shall be automatically in default and at its sole discretion the Buyer shall be entitled to immediate cancellation of the Order. In the event of such cancellation, the Buyer shall be under no further obligation resulting from the Order and the Supplier shall indemnify the Buyer from any direct and indirect damages, claims, penalties or other losses resulting from that breach. The Buyer shall be entitled to any other remedies available at law or in equity.
- 15.5 The Parties shall act in conformity with the General Data Protection Regulation (EU) 2016/679, Data Safety Law of PRC and Personal Information Protection Law of PRC. In addition, the Supplier shall comply with the Buyer's Procurement Policy, including but not limited to the 'Code of Conduct' and 'Anti-Bribery and Corruption Policy'. The Supplier shall indemnify and hold harmless the Buyer from and against all costs and damages which may occur as a result of any breach by (or on behalf of) the Supplier, including but not limited to its own Supplier's Group employees and or any Third Party which is engaged by the Supplier, of the provisions of this clause 15, or the 'Code of Conduct' and 'Anti-Bribery and Corruption Policy'.
- 16 MISCELLANEOUS**
- 16.1 No benefit or right accruing to either Party under the Order or at law shall be deemed as waived, unless the waiver is in writing and signed by both Parties. The failure of either Party to exercise any of its rights under the Order or at law shall in no way constitute a waiver of those rights, nor shall such failure excuse the other Party from any of its obligations under the Order.
- 16.2 If in any legal proceeding, it is determined that any provision of the Order is invalid or unenforceable under any applicable law such provision shall, insofar as it is severable from the remaining provisions, be deemed omitted from the Order and shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect and the Order shall be construed and enforced as if such provision had not been included. In such event, the Buyer shall propose alternative wording for such provision.
- 16.3 Except as specifically provided elsewhere in these Terms, the Order shall not be construed to confer any benefit on any party not a Party to the Order (or any agreement amending the Order or expressed to be supplemental hereto) nor shall it provide any rights to such a party to enforce its provisions.
- 17 APPLICABLE LAW AND RESOLUTION OF DISPUTES**
- 17.1 The Terms and any Orders issued hereunder shall be subject to the laws of the People's Republic of China. The applicability of the United Nations Convention on Contracts for the International Sales of Goods (1980) is explicitly excluded.
- 17.2 Any disputes that may arise between the Parties in connection with an Order, which cannot be amicably settled, shall be exclusively brought before the competent court in Zhangzhou, Fujian, the People's Republic of China.

THE SUPPLIER, WITH ITS ABILITY TO UNDERSTAND AND WITH THE BUYER'S EXPLANATION, HAS CAREFULLY READ AND FULLY UNDERSTOOD THE TERMS, ESPECIALLY FOR THOSE ITEMS WHICH MAY RELEASE OR MITIGATE THE BUYER'S AND SUPPLIER'S LIABILITY AND RESPONSIBILITY.

WITH SIGNING THE TERMS, THE SUPPLIER CONFIRMED AND AGREED THE TERMS ARE APPLICABLE TO ALL THE ORDER BETWEEN THE SUPPLIER AND THE BUYER STARTING FROM [DD, MM, 2025], UNLESS OTHERWISE EXPRESSLY AGREED OR THERE IS NEW VERSION OF THE TERMS.

15.2 供应方应保持实施充分的内部检查和程序，监察可疑活动并确保遵守贸易法和反贿赂法。

15.3 除订单规定的其他义务外，无论运输由供应方或采购方安排，供应方应：(i) 若工作（或其部分）被贸易法列为军用或军民两用物资且需出口许可（如许可证）或其他出口文件的情况下，应立即通知采购方，且在不限制前文一般性原则的前提下(ii) 向采购方书面提供所有必要信息，包括但不限于适用的出口申报单、出口发票和申报表。此外，应采购方要求，供应方还应提供采购方集团（或其代表）将工作再出口至其他国家可能所需的其他任何信息。遵守上述义务的风险与费用均由供应方自行承担。。

15.5 若供应方未能遵守本第 15 条的任何规定，将自动构成违约，采购方可以自主决定立即取消订单。如发生此等取消，采购方将不再承担因订单产生的任何进一步义务，而供应方应赔偿采购方因该违约而导致的任何直接或间接的损害、索赔、罚款或其他损失。采购方应有权享有普通法或衡平法下的任何其他救济。

15.6 供应方应以符合欧盟第 2016 年/679 号条例《通用数据保护条例》、《中华人民共和国数据安全法》和《中华人民共和国个人信息保护法》的方式行事。此外，供应方应遵守采购方的采购政策，包括但不限于行为准则和反贿赂和反腐败政策。对于因供应方（包括但不限于其雇员和/或供应方聘用的任何第三方）违反本条款第 15 条所载规定和/或采购方的行为准则和反贿赂和反腐败政策的规定而可能发生的所有费用和损失，供应方向采购方作出赔偿并使其免受损害。

16 其他

16.1 任何一方根据订单或法律应得的利益或权利都不应被视为放弃，除非该放弃是书面的并由双方签署。任何一方未能行使其在订单下或法律上的任何权利，绝不构成对这些权利的放弃，也不应因此而免除另一方在订单项下的任何义务。

16.2 如果在任何法律程序中，根据任何适用法律确定订单的任何条款是无效的或不可执行的，则该条款应在可与其余条款分离的情况下，被视为从订单中删除，并且绝不影响其余条款的有效性或可执行性，其余条款应保持完全的效力和作用，订单的解释和执行，应如同该等条款未包括在内。在这种情况下，采购方应提出此类条款的替代措辞。

16.3 除非在这些条款的其他地方有具体规定，否则，订单不得被解释为赋予任何非订单（或修订订单的任何协议或表示为对订单的补充）缔约方任何利益，也不得向该方提供执行其规定的任何权利。

17.适用法律和争议解决

17.1 此等条款与此等条款项下发出的订单均受中华人民共和国法律的管辖。合同双方在此明确排除适用 1980 年《联合国国际货物销售合同公约》。

17.2 任何合同双方之间产生的与订单有关的争议，如无法通过友好协商解决的，均提交至福建省漳州市有管辖权的法院管辖。

供应方以其理解能力并在采购方的解释下，已经仔细阅读并完全理解了本条款，特别是对于那些可能解除或减轻采购方和供应方责任和义务的项目。

在签署本条款时，供应方确认并同意本条款适用于自 2025 年 月 日起供应方与采购方之间的所有订单，除非另有明确约定或有新版本的条款。

Supplier (Signature and chop):

供应方（签字盖章）：