

General Purchase Conditions of legal entities of Venator registered in the UK, EU, Malaysia and China (excluding Italy) - Version May 2021 (Conditions)
Venator 通用采购条款——适用于注册在英国、欧盟（不含意大利）、马来西亚、中国的 Venator 实体
-2021年5月版（《条款》）

1. Definition list 定义:

Acceptance means the confirmation by the Buyer that the Supplier has completed the Works and submitted all relevant documentation pertaining to the Works.

接收是指买方确认供应商已完成工程服务并提交所有相关文件。

Affiliate means any legal entity or person directly or indirectly controlling, controlled by, or under direct or indirect common control with the Buyer, where each form of the term "control" means the power to directly or indirectly cause the direction of the management of such legal entity or person whether through ownership of voting securities or otherwise.

关联方是指直接或间接控制买方或受买方控制，或与买方处于共同控制之下的任何法人或自然人，其中每种形式的“控制”是指基于股权表决权或其他形式，直接或间接地影响该法人或自然人的经营管理的权力。

Bribe means any payment or transfer of value or any other payment commonly held to be improper. Any act that would breach the US Foreign Corrupt Practices Act, the UK Bribery Act, the PRC Anti-unfair Competition Law or any equivalent legislation of any OECD member state or other country shall be considered a Bribe.

贿赂是指任何付款或有价之物转移或被通常认为不当的任何其他付款。任何违反美国《反海外腐败法》、《英国反贿赂法》、《中国反不正当竞争法》或任何 OECD 成员国或其他国家的相应法律的行为均应视为贿赂。

Buyer means the legal entity placing an order or entering into the Contract or the invitation to tender (as well as its legal successors in title), belonging directly or indirectly to or under common control with Venator Materials PLC, a company incorporated under the laws of England and Wales.

买方是指下达采购订单、签订合同或招标书的法人（及其合法继承人），该等主体直接或间接属于 Venator Materials Corporation，或与 Venator Materials Corporation 处于共同控制之下。Venator Materials Corporation 是一家根据英格兰和威尔士法律成立的公同。

Claim means claims, liability, penalty, demands and causes of action. **权利主张**是指诉讼请求（包括民事、刑事和行政请求和诉讼请求）、要求以及诉讼依据。

CLP means: (i) the Regulation (EC) No 1272/2008 of 16 December 2008 on Classification, Labelling and Packaging of substances and mixtures, as may be amended, supplemented or replaced from time to time (EU CLP); (ii) The Chemicals (Health and Safety) and Genetically Modified Organisms (Contained Use) (Amendment etc.) (EU Exit) Regulations 2019 No. 720 as amended by the Chemicals (Health and Safety) and Genetically Modified Organisms (Contained Use) (Amendment etc.) (EU Exit) Regulations 2020 (UK CLP); or (iii) as applicable, any non-EU legislation relating to or impacting on the classification, labelling and packaging of substances and mixtures, all as may be amended, supplemented or replaced from time to time.

CLP 是指：(i) 不时修订的《2008年12月16日发布的关于化学物质和混合物的分类、标记与包装的（欧盟委员会）第 1272/2008 号法规》（欧盟 CLP 法规）；(ii) 《化学品（健康与安全）和转基因生物（密闭使用）（修正案等）（退欧）2019 年第 720 号法规》已被《化学品（健康与安全）和转基因生物（密闭使用）（修正案等）（退欧）2020 年法规》所修订（英国 CLP 法规）；抑或 (iii) 如适用，不时修订、补充或替代的任何的有关化学物质和混合物的分类、标记与包装的非欧盟法律。

Conditions means these General Purchase Conditions, available on www.venatorcorp.com.

《条件》是指可在 www.venatorcorp.com 上获得的《通用采购条款》。
Contract or Agreement means the Buyer's purchase order, or the agreement signed between the Buyer and Supplier, all listed documents mentioned therein and the Conditions.

合同或协议是指买方的采购订单，或买方与供应商签署的协议及其中所列的所有文件和本《条款》。

Costs means costs and losses incurred as a result of a Claim including but not limited to legal fees and expenses, professional fees, disbursements, fines and convictions (including but not limited to those fines and convictions resulting from the violation or alleged violation of Local Laws by Supplier).

费用是指由于权利主张而产生的费用和损失，包括但不限于司法费用、专家费用、支出、罚款和认罪成本（包括但不限于因供应商违反或涉嫌违反当地法律而导致的罚款和认罪成本）。

Data Protection Legislation means (a) the UK GDPR or the EU GDPR as applicable; (b) the EC Directive 2002/58/EC; (c) the Data Protection Act 2018; (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (e) the PRC Cybersecurity Law; and (f) all other applicable national implementing laws and regulations in any jurisdiction relating to or impacting on the Processing of Personal Data, all as may be amended, supplemented or replaced from time to time.

数据保护立法是指(a)所适用的《英国通用数据保护条例》或《欧盟通用数据保护条例》；(b)《欧盟委员会指令 2002/58/EC》；(c) 2018 年的《数据保护法》；(d) 2003 年的《隐私与电子通信条例（欧盟委员会指令）》；(e) 《中华人民共和国网络安全法》；(f) 在其他司法管辖区内所适用的不时修订、补充或替换的相关个人数据的处理的法律和规定。

Delivery means the delivery of the Goods or Works in accordance with article 11.

交付是指按照第 11 条之规定的对货物或工程服务的交付。

Design Documents means all preparatory documents, drawings and/or designs.

设计文件是指所有准备文件、图纸和/或设计。

EHS means environment, health and safety.

EHS 是指环境，健康和安全的。

EU GDPR means the General Data Protection Regulation (Regulation (EU) 2016/679).

欧盟 GDPR 是指《通用数据保护条例》（（EU）2016/679 号条例）。
Goods mean the goods, material and/or equipment to be supplied by Supplier in accordance with the Contract.

货物是指供应商根据合同提供的货物，材料和/或设备。

Good Industry Practice means the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a highly skilled and experienced person performing responsibilities of the same (or materially similar) nature to the obligations of the Supplier in compliance with all applicable laws and regulations and the Contract.

货物行业惯例是指，即技能熟练和富有经验者在遵守所有适用规定、法律法规和合同的情况下，履行与供应商的义务相同或实质相似的职责所需具备的专业性、勤勉力、审慎性和预见力的程度。

Local Law means all applicable national, state, municipal, local and other laws, codes and regulations and any requirements, ordinances, rules and regulations of any authorities having jurisdiction in connection with the Supplies in regard of but not limited to employees, social benefits, labour regulations, EHS, the Site, taxes and technical requirements which would typically be observed by a reasonable and prudent operator.

当地法律是指：一个合理且审慎的经营者通常能认识到的所有适用的国家、省、市、地方和其他法律、法规和条例；以及供应商的主管机关提出的任何要求、条例、规则和法规，包括但不限于与雇员、社会福利、劳工规则、EHS、场地、税务、技术要求相关的法律；

Personal Data, Processing of Personal Data and Data Processor shall have the meaning given to those terms by the applicable Data Protection Legislation.

个人数据，个人数据处理和数据处理器应具有其所适用的数据保护法规所赋予的全部含义。

REACH means: (i) the Council Regulation 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, as may be amended, supplemented or replaced from time to time (EU REACH); and (ii) the European Union (Withdrawal) Act 2018 the REACH etc. (Amendment etc) EU Exit Regulations 2020 No. 1577 which establishes the regime for chemicals regulation in the UK (UK REACH).

REACH 是指：(i) 不时修订、补充或替代的《2006年12月18日发布的关于化学品注册、评估、授权和限制的欧洲委员会 1 第 907/2006 号法规》（欧盟 REACH）；(ii) 2018 年《退欧法案》，《REACH 等（修正案等）2020 年退欧规定第 1577 号》，其中规定了英国化学品监管制度（英国 REACH）。

Representative(s) means any Affiliate and any directors, employees, officers, agents, subcontractors, or advisors of such entity and any entity acting on that person's or entity's behalf.

代表是指代表组织的任一关联方，组织委派的的任何主管、雇员、官员、代理、分包商或顾问，以及代表个人或组织的任一实体。

Responsible Authority means any ministry or department, any minister, any organ of state, any official in the public administration or any other governmental or regulatory department, commission, institution, entity, service utility, board, agency, instrumentality or authority (in each case, whether federal, state, national, territorial, provincial or municipal) or any court, each having jurisdiction over the subject matter of the Contract.

负责机构是指对合同的具体具有管辖权的任何部委或部门、部长、政府或其他政府性质或监管性质的部门、委员会、机构、实体、公共事业机构、决策小组、中介机构、组织、权力机构的官员（无论是联邦还是州、中央还是地方，省级还是市级）或法院。

Review means examination, inspection or review by or on behalf of the Buyer.

审查是指由买方进行的或代表买方进行的检测、检查或审查。

Site means the premises of the Buyer at which Delivery is to take place, including any land and other places provided by the Buyer for the purposes of the Contract on, under, in, or through which the Works are to be executed pursuant to the Contract.

场地是指发生交付活动的买方场所，包括买方提供的，为实现合同目的而在合同中约定、符合合同约定、通过合同约定可推断的任何地点。
Specifications means the technical specifications of a Good as set out in the Contract or, if no such specifications are laid down in the Contract, the specifications described in the Suppliers product data sheet or as otherwise expressly agreed between the parties.

规格是指合同中规定的产品技术规格，如果合同中未规定此类规格，则是指供应商产品数据表中所述的规格，或另外经双方明确同意的规格。

Supplier or Seller means the party who supplies or sells Goods and/or executes the Work.

供应商或卖方是指提供产品或工程服务一方。

Supplier's Personnel means Supplier's, directors, employees, officers, agents or advisors of Supplier and any person acting on that person's or Supplier's behalf.

供应商人员是指供应商的董事、雇员、高级管理人员、代理商或顾问以及代表以上人员或为供应商行事的任何人。

Supplies means Goods and Works.

供应物资是指货物和工程服务。

TUPE means: (a) Directive 2001/23/EC (and/or such other EC Directive in force from time to time relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses); and/or (b) any transposition, incorporation, or implementation of the said directive(s) (or, as applicable, any non-EU legislation in respect of the safeguarding of employees' rights in the event of transfers) in any applicable law all as may be amended, supplemented or replaced from time to time.

TUPE 是指：(a) 《指令 2001/23/EC》（全部或部分业务转移时与维护雇员权利有关的不时生效的其他欧盟委员会指令）；和/或(b) 不时修订、补充或替代的任何适用的法律中，对上述指令（或者，如适用，任何在业务转移时与维护员工权利有关的非欧盟法律）进行的任何转换，合并或执行。

TUPE Liability means any liability, cost, or expense arising from or in connection with the application or alleged application of TUPE, including without limitation any legal fees and expenses.

TUPE 责任是指因 TUPE 的申请或所谓的申请而引起的或与之相关的任何责任、成本或费用，包括但不限于任何法律费用。

UK GDPR means the EU GDPR as implemented by the European Union (Withdrawal) Act 2018 and as amended from time to time including by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020).

英国 GDPR 是指随着 2018 年《退出欧盟法案》的实施而随时修订的《欧盟 GDPR》，包括 2019 年《数据保护、隐私和电子通信条例（修正案等）（退欧）》（已被 2020 年《数据保护、隐私和电子通信条例（修正案等）（退欧）》修订）。

Works means services and/or erection, installation or other works as well as the supply of materials, equipment, documents in connection with such services and works, in accordance with the Contract.

工程服务是指根据合同的约定进行架设、安装或其他服务，以及对这些服务有关的材料、设备和文件的供应。

2. Applicability 适用性

2.1. The applicability of the Conditions is deemed accepted by the Supplier on the earlier of: (i) Supplier issuing written acceptance of the Contract, or (ii) any act by Supplier consistent with fulfilling the Contract. 发生《条款》所述情形将被视为供应商之前已接受：(i) 供应商对合同的书面同意；或(ii) 供应商作出履行合同的任何行为。

2.2. A purchase order and/or these Conditions, are deemed accepted by the Supplier fourteen days after the date on which they are received by the Supplier, unless earlier rejected.

采购订单及/或本《条款》视为在供应商收到之日起十四个工作日后被供应商接受，除非供应商在此之前表示拒绝。

2.3. The Conditions apply to all invitations to tender, quotations, orders and agreements concerning the supply of Goods or the supply of Works to the Buyer or at the Site(s).

本《条款》适用于与向买方或在场地提供货物或工程服务有关的任何招标、报价、订单和协议。

2.4. Any terms and conditions of the Supplier are not applicable, unless explicitly accepted by the Buyer in writing.

供应商的任何条款和条件均不适用，除非买方书面明确接受。

2.5. Where the Contract (or any part thereof) is provided in English and one or more additional languages, the English version shall prevail.

如果合同（或合同的任何部分）提供英语以及一种或多种其他语言版本，则以英文本为准。

2.6. In the event of a conflict, the following order of precedence shall apply: the Contract, the Conditions and the invitation to tender (if any). 如有冲突，应遵循以下优先顺序：合同、本《条款》和招标书（如有）。

2.7. Should any errors, omissions or inconsistencies appear in the Contract, Supplier shall report the same to the Buyer for correction before proceeding with the Works or delivery of the Goods. Supplier shall abide by and comply with all Contract documents and their intended purpose, and shall not avail himself of errors or omissions, if any, to the detriment of the Works or Goods.

如果合同中出现任何错误、遗漏或不一致之处，供应商应在继续交付货物或工程服务之前将其报告给买方以进行更正。供应商应遵守所有合同文件及其预期目的，并且不得利用其错误（如有）损害货物和工程服务的交付。

3. Invitation to tender and order 招标和订购

3.1. Invitations to tender are not binding on the Buyer and only serve as an invitation to the Supplier to issue a quotation.

招标对买方没有约束力，仅作为对供应商提交报价的邀请。

3.2. A quotation by the Supplier is irrevocable and valid for at least ninety (90) calendar days as from the date of quotation.

供应商的报价自作出之日不可撤销且即时生效，有效期为至少九十（90）个日历日。

3.3. The Buyer does not reimburse any costs incurred by the Supplier on issuing a quotation.

买方无需偿付供应商进行报价所产生的任何费用。

3.4. The Buyer may terminate negotiations without stating any reason and without any obligation to pay damages.

买方可以终止谈判而无需说明任何理由，也没有义务支付损害赔偿。

3.5. Agreements made between Supplier and un-authorised personnel of the Buyer will not be binding on the Buyer. Therefore, Supplier shall ensure at all times that agreements are made with authorised Representatives.

供应商与买方未经授权的人员之间达成的协议对买方不具有约束力。因此，供应商应始终确保协议与买方的授权代表签订。

4. EHS and Site conditions EHS 和场地规定与条件

4.1. The Supplier is deemed to be familiar with all Site and EHS requirements of the Buyer and is obliged to comply with all EHS regulations, as well as the Buyer's EHS and Site procedures and instructions.

供应商应熟悉买方提供的所有 EHS 和场地要求，并遵守所有 EHS 和场地规定以及买方的 EHS 和场地程序与指令。

4.2. The Works may have to be carried out simultaneously with several other contractors and suppliers which will be working on the Site. In such cases a close co-operation with the Buyer, for the coordination of the activities of the various contractors, is necessary. Hindrances and waiting times can result from time to time. Any such difficulties shall not give Supplier a valid Claim for extension of the completion date of the Works or financial compensation.

供应商可能必须与场地的其他承包商和供应商同时进行工程服务。在这种情况下，有必要与买方密切合作以协调各个承包商的活动。过程中可能出现障碍，产生等待时间，但任何此类障碍或等待不应作为供应商主张延长工期的或经济补偿的有效诉讼依据。

4.3. During the execution of the Works, the Supplier shall maintain the Works area in a clean state. Supplier shall immediately remove from the Site any faulty or defective materials. Upon Delivery of the Works, Supplier shall leave the whole of the Works and the Site clean, safe and to the satisfaction of the Buyer. During the execution of the Works either on an individual basis by the Supplier or simultaneously with other contractors, the Supplier will at all times comply with Local Law on Labour Risks Preventions and Health and Safety which may apply from time to time.

在提供工程服务期间，供应商应将工作区域保持清洁状态。供应商应立即从场地中移走任何错误或有缺陷的材料。工程服务交付后，供应

商应使整个工程和场地保持清洁、安全并使买方满意。在供应商单独或与其他承包商共同提供工程服务的过程中，供应商会始终遵守不时更新的关于劳动风险预防和健康的本地法律。

5. Local Law, permits and licences 当地法律，许可证和执照

Supplier shall comply with Local Laws. Supplier shall obtain and maintain all permits, certifications and licences or the like required to perform under the Contract, for the proper execution of the Works and the use of the Supplies except those, which according to the Contract shall be provided by the Buyer.

供应商应遵守当地法律。供应商应为工程服务的实施和供应物资的使用取得并保留所有履行本合同所要求的许可证、证明、执照等，但根据合同应由买方提供的同意书除外。

6. Changes and contract variations 合同的修改与变更

6.1. The Buyer may change, add and/or delete Contract documents as the Buyer may consider necessary to define or to explain more clearly the Supplies. Such changes, additions and/or deletions shall be made in writing. They shall be considered as part of the Contract unless Supplier objects in writing immediately after receipt. If in the opinion of the Supplier such a change affects the agreed-upon price and/or the delivery date, he shall inform the Buyer forthwith and in writing, and issue a new quotation regarding the price and term associated with it, as well as the consequences for the other work to be carried out by the Supplier.

若买方认为有必要，可以更改、增加和/或删除合同文件，以明确界定供应物资。此类更改、增加和/或删除应以书面形式进行。除非供应商在收到后立即书面反对，否则以上修改应将其视为合同的一部分。如果供应商认为这种变更影响了约定的价格和/或交货日期，则供应商应立即书面通知买方，并根据相关的价格变更、交货期限的延长以及由供应物资完成其他工作的结果发出新报价。

6.2. Additional work the Supplier could or should have foreseen at the time the Contract was concluded, or that is the result of a shortcoming on the part of the Supplier, shall in any event not be regarded as a change.

在任何情况下，供应商在合同订立之时能够或应当预见到的其他工作，或者由于供应商方面的缺陷而导致的其他工作，均不应视为合同的变更。

6.3. Supplier shall not be excused from any default or delay in the performance of its obligations under this Contract when such default or delay is due to normal risks such as, but not limited to, ordinary hazards of inclement weather, availability of labour or material or transport, rejection of material, strikes or fluctuation of prices or wages. 供应商在履行本合同义务时因一般风险而引起的任何违约或延迟均不得豁免，一般风险包括但不限于恶劣天气、劳动力、物资或运输不足或不力、拒收物料、罢工或价格或工资波动。

7. Assignment and subcontracting 转让和分包

7.1. Supplier shall not assign, transfer, delegate or subcontract the whole or any part of the Contract or any of its rights and obligations arising from tender invitations, quotations or orders without the prior written approval of the Buyer. In the case of such approval, articles 7.2 and 7.3 shall apply.

未经买方的事先书面同意，供应商不得指派、转让、放弃、委托或分包全部或部分合同及其权利义务，或以招标、报价或订单等其他方式达到上述目的。如已获得该等同意，则适用第 7.2、7.3 条。

7.2. The Supplier shall be jointly and severally liable with any approved assignee, sub-supplier, delegated person or, as the case may be, subcontractor in connection with its obligations and liabilities under the Contract.

供应商应对任何被指派人、次级供应商、受委托人或分包商（如有）履行的合同项下的义务和责任承担连带责任。

7.3. The conditions of the Contract shall be extended and incorporated into all contracts concluded between Supplier and approved sub-suppliers and sub-contractors. At the Buyer's request, Supplier shall demonstrate compliance with this obligation. In the case of termination of the Contract, Supplier shall, at the Buyer's first request, procure that the Buyer and the relevant sub-contractor enter into a new agreement for the supply and provision of all or part of the Supplies.

合同的条款应扩展并纳入供应商与所认可的分包商和分包商之间订立的所有合同中。应买方的要求，供应商应证明其已履行此义务。在合同终止的情况下，供应商应在买方的首次请求下，促使买方与有关分包商订立关于提供全部或部分供应物资的新协议。

Supplier acknowledges and confirms that the fulfillment of this obligation cannot be construed or otherwise deemed as a brokerage activity or as mediation and that it is not entitled to and, to the extent necessary, hereby waives any finder's fee or any kind of brokerage commission in relation to or in connection with its activity and the agreement, if any, which will be entered into by the Buyer and the sub-contractor.

供应商知晓并确认，该义务的履行不能被解释为或以其他方式视为经纪活动或中介活动，并且供应商在必要的范围内无权要求中介费或任何形式的经纪佣金，关于该活动和协议（如有）将由买方和分包商订立。

8. Transfer of risk and title of ownership 风险转移和所有权归属

8.1. For the delivery of Goods, the risk of loss of or damage to as well as the title of the Goods passes to the Buyer upon Delivery.

货物运输中货物损毁、灭失风险及所有权在交货时转移至买方。

8.2. The risk for loss of and damage to the Works or any part thereof shall pass to the Buyer upon Acceptance. The title of goods and materials delivered by Supplier with regard to Works, shall pass upon arrival on the Site.

工程服务全部或部分损毁或灭失的风险在接收时转移至买方。由供应商交付的与工程服务相关的货物及材料在运至场所时所有权转移至买方。

8.3. In the event that Supplier is required to incorporate in or to connect to the Supplies material or equipment which is directly or indirectly provided by the Buyer to Supplier, or if Supplier is required to hold materials or equipment on behalf of the Buyer, Supplier shall be responsible for any loss or damage whatsoever of or to the material or equipment supplied to him from the moment it comes into his possession until the moment he delivers the Supplies to the Buyer or a third party to whom Supplier has been directed by the Buyer to deliver it.

如果买方要求供应商接通或接入由买方直接或间接提供给供应商的材料或设备，或者要求供应商代表买方持有材料或设备，则供应商应对其拥有之日起直至交付给买方或买方指示的第三方时所造成的任何材料或设备损失承担责任。

8.4. The Buyer shall not be liable for loss or damage to equipment, objects or materials belonging to the Supplier or Supplier's subcontractors unless such loss or damage arises out of gross negligence or willful misconduct on the part of the Buyer.

除因买方的重大过失或故意的不当行为而造成的损失外，买方不对供应商或其分包商所有的设备、物品或材料产生的损失负责。

8.5. All Supplies shall be free and clear of all liens, security interests and encumbrances. By starting with the execution of the Works, Supplier shall be deemed to have waived the right to retain (part of) the Works.

8.5. 所有供应物资不得存在任何留置权，担保物权和产权负担。从开始进行工程服务起，供应商应被视为已放弃保留（部分）工程的权利。

9. Pricing 价格

Prices for Supplies are fixed and include, but are not limited to, the cost of all necessary material, equipment, tools and documents, all cost of handling, transport, utilities, duties, taxes (V.A.T. excluded), insurances, permits, premiums, supervision, EHS provisions, labour, reproduction, communication, delivery and all other items or components whether of a temporary or permanent nature required to deliver the Supplies in accordance with the Contract, as well as all fees, expenses, overhead and profit.

供应物资的价格为固定价，包括但不限于所有必要的材料、设备、工具和文件费用，所有管理成本、运输成本、共用事业成本、税金（排除增值税）、保险费用、许可费用、额外费用、管理费、EHS 规定费用、劳工成本、复印费、沟通成本、交付合同规定的物资及其所需的所有其他临时或永久性物品或组件的费用，以及其他杂费、开支、运营费用和利润。

10. Invoicing and payment. 发票和付款

10.1. Invoices are paid in accordance with the payment term included in the Contract or failing such payment term within sixty (60) days of receipt of a valid invoice.

支付发票中货款应按照合同中规定的付款期限进行支付；若合同中未规定付款期限，则在收到有效发票后的六十（60）日内进行支付。

10.2. Payment is subject to Delivery of the Supplies and to the invoice being properly drawn and accompanied by the required supporting documents. If invoices and/or supporting documents require correction, the due date for payment will be computed from the date of receipt of the corrected invoice and/or documents.

付款取决于供应物资的交付、发票的正确开具以及附有所需的证明文件。如果发票和/或证明文件需要更正，则应从收到更正的发票和/或文件之日起计算付款到期日。

10.3. The Buyer has the right to suspend payment or a reasonable part thereof until deficiencies in the Supplies are rectified.

在供应物资有缺陷问题或任何违约行为解决之前，买方有权中止支付款项或合理部分的相关款项。

10.4. Payment by the Buyer shall not constitute recognition that the Supplies are in conformity with the Contract and shall not imply in any manner whatsoever any renunciation or waiver of rights.

买方付款不构成对交付的物资符合合同要求的承认，也不构成任何形式对相应权利的放弃。

10.5. The Buyer is entitled to set-off any and all amounts due to Supplier under the Contract, or under any other contract with the Buyer or a Representative, with any and all amounts owed by Supplier to the Buyer, or any of the Representatives, for any reason whatsoever (netting).

买方有权以供应商欠款（不论何种原因）抵消合同或与买方/买方代表签订的其他任何协议下的任意款项和所有款项（净额结算）。

10.6. In the event the Buyer defaults on payment of an invoice by the due date, the Buyer shall pay interest on the amount owed from the due date or, if applicable law allows to do so, from the date the Buyer receives a written notice, until the date of payment.

Interest shall be calculated as follows:

(i) if a mandatory provision of the applicable law provides either for a specified interest rate or a minimum interest rate, the lowest possible interest rate shall apply; and

(ii) if the applicable law does not contain such mandatory provisions, the Buyer will pay the lower of the following interest rates: either the European interbank credit rate with a term of three months (3 months Euribor) applicable on the date of the notice of default or the statutory interest rate in force on the date of the notice of default.

如果买方逾期未付有效发票的款项，则买方应支付所欠货款的利息从付款日开始计算；或者，若适用的法律允许，可从买方收到书面通知日起到付款日以计算利息。

利息应按照如下方法计算：

(i) 如果适用法律的强制性条文规定了特定利率或最低利率，则应采用该最低利率；

(ii) 如果适用法律未包含此类强制性条文，则买方应支付以下较低的利率：在违约通知中到期日的欧洲银行同业拆借利率，有效期为三个月（三个月的 Euribor）或在违约通知中到期日的生效的法定利率。

11. Delivery 交付

11.1. Delivery of Goods shall be DDP (ICC Incoterms 2020) at the time and place and in the quantities specified in the Contract.

货物交付应依据按照 DDP 术语（《国际贸易术语解释通则 2020》）进行，同时应在合同规定的时间和地点进行约定数量的交付。

11.2. Delivery of Works shall take place upon Acceptance of the Works within the timeframe and at the place specified in the Contract.

工程服务的交付应在合同规定的时间和地点进行。

11.3. Partial Deliveries are not allowed, save with prior written permission of the Buyer.

除非买方事先书面同意，否则不得分批交付。

11.4. The Buyer shall be excused from taking Delivery in case of breakdown of equipment or machines or a shutdown at its Site, strike, shortage of raw materials or energy or of another situation over which the Buyer has no control or which renders compliance with its obligation either impossible or .

如果在场地中出现设备或机器故障、罢工、原料或能源短缺或其他买方无法控制、不能履行义务或履行义务会造成不合理负担的情形，则买方应免于交付。

12. Product support and spare parts 产品支持和备件

The Supplier guarantees, for a period of ten (10) years, the availability to the Buyer of spare parts for the Supplies concerned and the maintenance required to keep them in a good condition, at competitive prices respectively.

供应商保证在十（10）年内以有竞争力的价格向买方提供供应物资有关的备件以及质保维修服务。

13. Warranties and Guarantee 保修和缺陷

13.1. The Supplier warrants that it shall provide the Works with the highest level of care, skill and diligence in accordance with Good Industry Practice.

供应商保证将按照货物行业惯例对工程服务投以高度关注，并以纯熟的技能及勤勉谨慎的态度进行工程服务。

13.2. The Supplier shall deliver Supplies that are in conformity with the Contract and guarantees that the Supplies meet all Specifications, properties and performances specified and be fully and safely operable for the intended purpose and are free from any visible and hidden defects and in accordance with all Local Laws.

供应商应当交付符合合同要求的供应物资并保证供应物资符合全部特定规格、属性和性能，完全满足其实用目的并可安全运行，并且根据所有当地法律，没有任何可见及隐藏的瑕疵。

13.3. The Supplier is required to obtain information on the Buyer's usage of the Supplies and guarantees that the Supplies are suitable for this usage. The Supplier guarantees that the Supplies are entirely complete and ready for use. The Supplier guarantees, inter alia, that all parts, consumables, tools, spare parts, directions for use, as-built drawings, quality, inspection and material certificates and instruction booklets (in the local language) required for achieving the purpose stated by the Buyer are included in the Supplies

供应商应当获取买方供应物资的使用信息，并且保证该供应物资符合该等用途。供应商应确保供应物资完整并处于备用状态。供应商保证，除此之外，所有为达到买方规定的目的零件、消耗品、工具、备件、使用说明、竣工图、质量、检验和材料证明以及使用手册（以当地语言）均已包含在供应物资中。

13.4. The Supplier shall be liable for defects in the Supplies during a period as stated in the applicable laws or if guaranteed by the manufacturer of the Supplies, but at least twenty-four (24) months after Delivery. In case of replacement of the Supplies by the Supplier in application of article 13.6, that period shall start again at the time of Delivery of the replaced Supplies. In case of partial replacement, this applies only to the replaced parts.

在适用法律规定的或者供应物资制造商保证的期限内（至少为交货后二十四（24）个月），供应商应对供应物资的缺陷承担责任。如果供应商适用第 13.6 条更换了供应物资，则该期限应在交付被替换的供应物资时重新计算。在部分更换的情况下，该重新计算仅适用于更换的部分。

13.5. The Buyer shall be released from the obligation to carry out an immediate inspection upon Delivery of Goods.

买方没有在交付货物时立即检查的义务。

13.6. For defects which become apparent during the guarantee period, the Supplier shall, within a reasonable period set by the Buyer, repair or, at the Buyer's discretion, replace the defective Supplies. The Supplier bears all the costs, including but not limited to materials, transport, travel and accommodation, assembly and disassembly and labour costs.

如果在保修期内发现明显缺陷，则供应商应当在买方设定的合理期限内修理或由买方酌情决定更换有缺陷的产品。供应商承担所有费用，包括但不限于材料、运输、交通和住宿、组装和拆卸以及人工费用。

13.7. If Supplier has not fulfilled its aforementioned duty to repair or replace within a reasonable cure period set by the Buyer or if the setting of such cure period is unreasonable for the Buyer (e.g. because of special urgency or the danger of unreasonably high damage), the Buyer itself may repair the deficiencies or replace the Supplies or may have them repaired or replaced, and recover the costs from the Supplier on condition that it notified the Supplier of this intention.

如果供应商在买方设定的合理解决期内未能履行其维修或更换的义务，或者该解决期的设定对买方而言不合理（例如，由于特殊紧急情况或造成不合理的高损害的危險），则买方本身可以修理缺陷、更换或修理供应物资，并在通知供应商该意向的前提下由供应商支付成本。

13.8. In addition to its rights laid down in articles 13.6 and 13.7 above, the Buyer shall have the right to compensation for all the damage caused by the deficiency of the Supplies as well as indemnification from Supplier against any and all claims for damages by third parties on condition that it set Supplier a reasonable cure period which has lapsed and unless Supplier proves that he is not at fault.

除第 13.6 条和第 13.7 条之规定，买方均有权从供应商处获取因供应物资缺陷而造成的所有损害的赔偿，以及因应对任何第三方提起的损害赔偿诉讼而造成的损失补偿，如果前提是这是该供应商的合理解决期已经终止（除非供应商证明自己没有过错）。

14. Inspection right 检验权-测试和验收

The Buyer shall have access to Supplier's documents in connection with the Supplies for the purpose of auditing and verifying the Supplies and Supplier's compliance with the Contract

买方有权获取与供应物资有关的供应商文件，以审核和验证供应物资以及供应商是否符合合同要求。

15. Indemnification 赔偿

15.1. Supplier shall hold harmless and fully indemnify the Buyer against any Claim brought by any persons or third parties for damage which is caused by a defect in the Supplies, by the Supplier or by Supplier's Personnel. The scope of the obligation to indemnify will extend to any and all Costs. The Buyer shall not be responsible to Supplier or Supplier's Personnel for Costs incurred as a result of the actions or defaults of any third party and any Claim in respect of such Costs shall not be the responsibility of the Buyer, except in case of the Buyer's willful misconduct or grossly negligent breach of duty.

供应商应使得买方免受损害，并全额赔偿买方因任何个人或第三方提起的，有关供应物资缺陷、供应商缺陷或供应商人员问题的损害赔偿

请求。赔偿责任范围应覆盖任何全部费用。买方无需就因任何第三方的行为或违约所产生的费用对供应商或供应商的人员负责，对于因此类费用而产生任何权利主张均不构成买方的责任，除非在买方存在故意的不当行为或重大过失。

15.2. Save in the event of willful misconduct or gross negligence on the part of the Buyer, Supplier shall hold harmless and fully indemnify the Buyer against any Claim brought by Supplier's Personnel, on account of property damage, destruction or loss arising of any act or omission of the Buyer.

除非买方存在故意的不当行为或重大过失，否则供应商应使得买方免受损害，并在供应商人员提出任何由于买方作为或不作为而导致的财产损害、灭失的赔偿请求时全额赔偿买方。

15.3. If, due to Supplier's failure to do so, the Buyer is held liable to make any payments, including but not limited to social security and tax payments, to the employees employed by Supplier for Works or to any other third party, including but not limited to public authorities, whether it be or not on special blocked accounts, pursuant to legislation regarding the joint and several liability for social and tax liabilities of a contractor or any similar legislative measures, or otherwise, Supplier shall remain liable and immediately compensate the Buyer and indemnify and hold harmless the Buyer for any such payments.

如果由于供应商没能支付而由买方完成了任一款项的支付，包括但不限于社会保障和税金支付，那么供应商应对供应商雇员或任何其他第三方的支付负责并立即赔偿买方，使得买方免受损害。本处第三方支付包括但不限于政府当局，且根据法律或其他类似立法，无论钱款是否在特殊冻结账户中，缔约一方对社会和税收均承担连带责任的。

16. Place and time of performance 交货时间和地点

Goods shall be delivered to Site and Works shall be performed at Site during normal working-hours established for the Site, unless otherwise agreed by the Buyer. Daily records of hours worked, approved by a Representative, shall be attached to Supplier's invoice(s).

交付货物至场地或在场地中进行工程服务时，除非买方另行同意，否则应在场地规定的正常工作时间内进行交付。经代表审阅认可的工作时间日常记录应当附在供应商发票中。

17. Supplier's Personnel 供应商人员

17.1. Supplier's Personnel shall be suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract. 供应商的人员应具有适当的技能和经验，能够执行分配给他们的任务，并且达到足以使供应商合同义务完全履行的人员数量。

17.2. Supplier shall remove from the Site any of its personnel whose work is not satisfactory or is otherwise not acceptable to the Buyer and replace such personnel immediately without cost to the Buyer.

对于买方不满意其工作或在其他令买方无法接受的原因的任何人员，供应商应将其从场地撤离并立即更换，买方无需承担任何费用。

17.3. Supplier's Personnel shall not be considered employed by the Buyer, and their physical presence on the Site and/or the transmission of punctual instructions as to the performance of the Supplies by Supplier's Personnel shall not be construed as evidence of the existence of any employment relationship between such Supplier's Personnel and the Buyer. Whenever Supplier's Personnel are on the Site, they shall at all times strictly abide by all EHS policies in effect at the Site, as set forth in article 4. To the extent that the Buyer would deem it necessary, or be required, to give instructions or orders to Supplier's Personnel in the performance of the Supplies rendered by such personnel, parties will, on Supplier's immediate initiative, draft and execute the appropriate arrangements and agreements as prescribed by mandatory regulations in the relevant jurisdiction.

供应商人员不得被视为买方雇员，并且他们的场地出勤/或传输按时出勤指令以绩效考核不应被解释为供应商人员和买方存在雇佣关系的证据。只要供应商的人员在场地中，他们就应始终严格遵守前述第4条中规定的在场地有效的所有 EHS 政策。若买方需要向供应商人员在供应物资方面下达指令，各方应依据司法管辖区内强制性法规起草并执行适当安排和协议，供应商亦应随即主动配合。

17.4. It is not the expectation of the Buyer and Supplier that TUPE will apply to the Contract or to the provision of Supplies. The Supplier will use all reasonable endeavours to ensure that the Buyer and its Representatives do not incur TUPE Liability and shall on demand indemnify and hold the said persons harmless from and against any and all such TUPE Liability.

买卖双方都不希望合同或供应物资的提供适用 TUPE。供应商将尽一切合理努力，以确保买方及其代表不需承担 TUPE 责任，并要求赔偿上述人员以使其免受任何此类 TUPE 责任的损害。

18. Insurance 保险

The Supplier shall take out and maintain the insurance coverage as set out in the Contract. In case no specific insurance requirements are contained in the Contract, Supplier shall take out and maintain appropriate insurance to cover all its liabilities and guarantees for Supplies under the Contract. Should Supplier at any time neglect or refuse to provide any insurance required by the Buyer, or should any insurance be cancelled, the Buyer shall have the right to provide such insurance at Supplier's cost.

供应商应当按照合同规定购买保险和维持保险范围。如果合同中未包含特定的保险要求，供应商应投保适当的保险以覆盖供应商在合同项下的所有责任和供应物资的担保。如果供应商在任何时候无视或拒绝买方的投保要求，或者如果保险被取消，则买方有权投保而由供应商承担保费。

19. Review of Design Documents and Supplies 审查设计文件和耗材

19.1. Design Documents required for the Supplies should be submitted by the Supplier for Review prior to Delivery on the Buyer's demand or on the date or time mentioned in the Contract.

在买方要求的交付期或合同约定的期限前，供应商应当提交供应物资的设计文件以供审核。

19.2. The Buyer shall not be obliged to conduct immediate Review upon receipt of the Design Documents.

买方没有义务在收到设计文件后立即进行审查。

19.3. No rights accrue to the Supplier as a result of the outcome of such a Review. A Review shall not be construed as approval by the Buyer of the completeness, correctness or practicability of the Design

Documents. Any Review or failure to Review shall not relieve Supplier of any responsibility or liability with respect to the Supplies nor shall it limit the Buyer's rights for Claims and/or indemnification.

审查结果不会赋予供应商任何权利。审查不得被视为对设计文件的完整性、正确性或实用性的认可。审查与否既不会免除供应商有关供应物资的责任，也不应限制买方权利主张和/或索赔。

20. Packaging and transport 包装和运输

20.1. All Supplies shall be manufactured, labeled, packaged, stored, handled, delivered and transported in a manner which is: (a) in compliance with Local Laws; (b) in accordance with good commercial practices; (c) adequate to ensure safe arrival of the Supplies at the named destination; and (d) in accordance with any special instructions of the Buyer. Charges for preparation, packing, and transportation are included in the price unless separately specified in the Contract. Where applicable, any containers or packaging that must be returned to Supplier will be returned at Supplier's risk and expense and any such obligation to return them must be expressly agreed to in writing by the Buyer.

所有供应物资的制造、贴标、包装、存储、处理、交付和运输应当：

(a) 遵守当地法律；(b) 依据良好的商业惯例；(c) 充分确保供应物资可安全到达指定的目的地；(d) 遵守买方的任何特殊指示。准备、包装以及运输费用包含在价格中，除非合同另有约定。如适用，任何退还供应物资的容器或包装将由供应商承担退还过程中的风险和费用，并且退还义务必须由买方明确书面同意。

20.2. The Supplier warrants that the Supplies comply with CLP.

供应商承诺，供应物资符合 CLP 要求。

20.3. If the Supplier does not comply with the stipulations of this article 20, the Buyer will have the right to refuse Delivery of the Supplies concerned. In that event, the Supplies are regarded as undelivered.

如果供应商不遵守第 20 条的规定，则买方将有权拒绝相关供应物资的交付，在此情况下供应物资将被视为未交付。

21. Intellectual Property Rights; Licences 知识产权；许可

21.1. All intellectual property rights (including copyrights and unregistered rights) that are held or will be held by Supplier and that are or will be created in the performance of the Contract, the adjustments thereto, extensions thereto and/or relating information, documents, procedures, etc. (together, the Foreground IP) will vest in the Buyer, and Supplier herewith assigns and transfers to the Buyer all rights in and to such Foreground IP upon creation.

供应商所有或即将持有的所有在合同履行过程中创造的知识产（包括著作权和未登记权利），以及对该等知识产权的调整、扩展和相关信息、文件、流程等（统称为前景知识产权），均属买方所有，供应商在该等前景知识产权产生之时即将其中的所有权利转让给买方。To the extent such assignment and transfer is legally impossible, Supplier hereby grants to the Buyer a worldwide, irrevocable, exclusive, sub-licensable, assignable and transferable, royalty-free license that is unlimited in time, geographical scope and field of use, to use the Foreground IP in any manner and for any purpose whatsoever.

如此类转让在法律上不可行，供应商应向买方授予一项全球的、不可撤销的、排他的、可再许可、转让、免许可费的许可权，该许可权在时间、地域和使用范围上均无限制。买方可以出于任何目的，以任何方式使用前景知识产权。

Supplier will make sure that each of Supplier's Personnel who prepares, contributes to, or is involved in Supplier's performance of the Contract assigns and transfers (or, where assignment and transfer is impossible, licenses) to Supplier all intellectual property rights (including copyright and unregistered rights) that emerge from such preparation, contribution or involvement so that Supplier can assign and transfer (or, where assignment and transfer is impossible, sub-licence in accordance with the preceding paragraph) to the Buyer all Foreground IP.

供应商应确保其每位准备、参与或从事合同履行过程的人员向供应商转让（或在无法转让的情况下许可）所有在准备、参与或从事过程中产生的知识产权（包括著作权和未登记权利），以便供应商可以将所有前景知识产权转让给买方（或在无法转让的情况下，按照前款规定再许可）给买方。

Supplier grants to the Buyer a non-exclusive, worldwide, irrevocable, sub-licensable, royalty-free license that is unlimited in time, geographical scope and field of use under all intellectual property rights (including copyright and unregistered rights) that are held by Supplier and/or third parties and that are or will be used in the performance of the Contract, the adjustments thereto, extensions thereto and/or relating information, documents, procedures, etc. that are or will be used in the products and processes that result from such performance (together, the Background IP).

供应商和/或第三方在履行合同过程中使用、调整、扩展其持有的知识产权和/或相关信息、文件、流程等，或与履行相关的产品和流程中使用知识产权（统称背景知识产权）。对于前述知识产权，供应商授予买方一项排他的、全球的、不可撤销的、可再许可的、免许可费的许可权，该许可权在时间、地域和使用范围上均无限制。

If and to the extent that any Foreground IP or Background IP that is assigned and transferred or licensed to the Buyer under this clause 21 includes copyright, the assigned and transferred or licensed copyright shall include, without limitation, the right to reproduce, perform, display, broadcast, adapt, distribute, translate, rent and lend the copyrighted works and such copyright will be assigned and transferred or licensed for the entire world, for as long as such copyright exists and for all purposes including, without limitation, manufacturing and commercialising on any actual, future, currently known or unknown media.

如根据第 21 条转让或许可给买方的前景知识产权或背景知识产权包含著作权，则被转让或许可的著作权应包括但不限于复制、使用、展示、广播、改编、发行、翻译、出租和出借工程服务的权利，且只要该著作权存在且其目的包括但不限于在任何实际的、将来的、当前已知或未知的媒介上生产和商用，则其将在全世界范围内被转让或许可。All the aforementioned rights are granted in consideration for the remuneration paid by the Buyer under the Contract.

买方取得上述权利的对价是合同中规定其支付的报酬。

21.2. Supplier shall indemnify and hold the Buyer harmless against any Claim and Costs arising from or incurred by reason of any infringement of trademark and/or other intellectual property rights of third parties in

connection with Supplies or parts thereof, including the use of material or equipment and sale of products manufactured with the Supplies.

对于因与供应物资或供应物资部分有关的第三方商标权和/或知识产权侵权而引起的任何权利主张和费用，包括材料或设备的使用以及与该供应物资所制造的产品销售，供应商应向买方赔偿并使买方免受损害。

21.3. In the event of any Claim being made against the Buyer arising out of the matters referred to herein, Supplier shall be promptly notified thereof and shall at his own expense support the Buyer upon the Buyer's first request with all reasonably expected documents, statements and evidence. The Buyer is free to conduct all negotiations for the settlement of such Claim. The Buyer shall keep Supplier informed about all major steps, including but not limited to written pleadings and settlement proposals, in the course of such negotiations or litigation.

买方如因此处提及的事项被提出任何权利主张，应立即通知卖方，卖方应在买方提出请求时为买方提供符合合理预期的文件、声明和证据并自行承担费用。买方可自行和解以解决争议。在此类和解或诉讼过程中，买方向供应商告知所有重要步骤，包括但不限于书面起诉状和解决方案。

22. Force Majeure 不可抗力

22.1. Where there is a Force Majeure Event, the party affected (Affected Party) must notify the other party promptly and in any event within 7 days, giving: (i) full particulars of the Force Majeure Event; (ii) details of each of the obligations prevented or delayed by the Force Majeure Event; (iii) the reasons for the Force Majeure Event preventing the Affected Party from, or delaying the Affected Party in, performing its obligations under this Contract; (iv) the estimated time required to overcome the Force Majeure Event; and (v) the proposed actions for mitigating the consequences of the Force Majeure Event.

如发生不可抗力事件，受影响的一方（受影响方）必须立即或无论如何在事件发生之时起七（7）日内通知对方，通知内容包括（i）不可抗力事件的完整信息；（ii）不可抗力事件阻止或延误的合同义务的详细原因；（iii）不可抗力事件阻止或延误受影响方履行本合同项下义务的原因；（iv）克服不可抗力事件的预估时间；（v）为减轻不可抗力事件影响而采取的行动。

22.2. A Force Majeure Event means an unforeseeable, unavoidable and insurmountable event including but not limited to one of or a combination of the following events or circumstances:

(i) an act of terrorism;
(ii) an epidemic or a pandemic or changed circumstances in connection with an existing epidemic or pandemic;
(iii) a riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any Responsible Authority of any part of the Site;
(iv) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
(v) strikes at national level or industrial matters at a national level in the country where the Site is located, or strikes or industrial matters in the country where the Site is located by personnel not employed or otherwise engaged by the Affected Party, and which affect substantial performance of the Contract;

(vi) an act of God, earthquake, lightning, cyclone, tsunami, fire emanating from outside the Site, explosion, flood, landslide, drought or meteor, but excluding any other weather conditions regardless of severity;

(vii) an act of public enemy, sabotage, malicious damage, civil unrest or acts of piracy; and
(viii) any embargo, order, direction, instruction or decision of any Responsible Authority and is relevant to and/or in connection with the Force Majeure Events set out in these articles 22.2.(i) to 22.2.(vii), but excludes an event or circumstance caused by an act or omission of the Supplier.

不可抗力事件是指不能预见、不能避免且不能克服的事件，包括但不限于以下事件或情况：

(i) 恐怖主义行为；
(ii) 与现有的流行病有关的流行病或情况变化；
(iii) 暴动、战争、入侵、外国敌人行动、敌对行动（无论是否宣战）、内战、叛乱、革命、军事或夺权叛乱，任何负责机构对场地的征收征用；
(iv) 任何核燃料或核燃料燃烧产生的任何核废料的电离辐射或污染、放射性活动，放射性爆炸物或任何爆炸物部件或核部件的其他危险物质；
(v) 场地所在地国家层面的罢工或工业问题，或受影响方未雇用或以其他方式雇用的人员在场地所在地进行的罢工或导致的工业问题，并且影响合同的实质履行；
(vi) 火灾、地震、闪电、气旋、海啸、场地之外引发的火灾、爆炸、洪水、山体滑坡、干旱或陨石，但不包括任何其他天气情况，无论其严重程度如何；
(vii) 公敌行为、蓄意破坏、恶意破坏、内乱或海盜行为；和
(viii) 任何负责机构的禁运、命令、指示、指令或决定，并且与本条 22.2 (i) 至 22.2 (vii) 所述的不不可抗力事件有关和/或与此相关，但不包括由于供应商的作为或不作为引起的事件或情况。

22.3. If, following the issue of any notice referred to in article 22.1, the Affected Party claiming relief receives or becomes aware of any further information relating to the Force Majeure Event (and/or any failure to perform), it must submit such further information to the other party as soon as reasonably possible.

在发出第 22.1 条所指的任何通知之后，要求获得救济的受害方收到或知悉与不可抗力事件有关的任何其他信息（和/或任何无法履行的情况），必须尽快将该等信息提交给对方。

22.4. Neither party is responsible for any failure to perform its obligations under the Contract to the extent it is prevented or delayed in performing those obligations by a Force Majeure Event.

任何一方均不承担因不可抗力事件导致合同无法履行或延迟履行的责任。

22.5. Neither party shall be relieved of any obligations under the Contract solely because of increased costs or other adverse economic

consequences that may be incurred through the performance of its obligations.

任何一方均不能仅因履行其义务将导致成本增加或产生其他不利经济后果而解除合同项下的任何义务。

22.6. Neither party shall have any entitlement against the other party, nor shall either party have liability for: (i) any costs, losses, expenses, damages incurred by the other party during a Force Majeure Event; and (ii) any costs in any way incurred by either party due to a Force Majeure Event.

任何一方均无权对另一方主张权利，且对以下内容均不承担责任：(i) 不可抗力事件中另一方造成的任何成本、损失、费用和损害赔偿；(ii) 不可抗力事件导致任何一方以任何方式产生的任何费用。

22.7. To the extent permitted by Local Law, the Supplier and/or the Supplier's Personnel shall not be entitled to any Claim against the Buyer in the event that any Supplier's Personnel is tested positive for COVID-19 for any reason whatsoever.

在当地法律允许的范围内，供应商和/或其人员无权向买方就其人员不论任何原因被检测为 COVID-19 阳性而提出任何索赔。

22.8. The Supplier must mitigate the consequences of the Force Majeure Event (including incurring any reasonable expenditure of funds, making any appeals and applications to any Responsible Authority to minimise the impact of the Force Majeure Event and rescheduling manpower and resources) upon its performance of its obligations under the Contract and minimise any resulting delay in the performance of its obligations under the Contract.

供应商必须减轻不可抗力事件对其履行合同的义务的影响（包括发生任何合理的资金支出、向任何责任机构提出申请以最大程度减少不可抗力事件影响并重新安排人力和资源），并最大程度减轻对合同义务的履行迟延。

22.9. The Supplier is not relieved from liability under the Contract to the extent that it is not able to perform, or has not in fact performed, its obligations under the Contract due to its failure to comply with its obligations under article 22.8.

供应商不得免除其因违反第 22.8 条规定而无法履行或实际上未履行的合同义务。

22.10. Once the consequences of the Force Majeure Event have ceased, the Affected Party must as soon as reasonably practicable recommence the performance of its obligations under the Contract and notify the other party when it can resume performance.

一旦不可抗力事件的影响消除，受影响方必须在合理可行的范围内尽快重新履行合同义务，并在可以恢复履行时通知另一方。

22.11. A Force Majeure Event does not relieve a party from liability for an obligation which arose and had to be completely performed before the occurrence of that event, nor does that Force Majeure Event affect the obligation to pay money in a timely manner which was due prior to the occurrence of that event.

不可抗力事件不排除该事件发生之前一方未履行其本应完全履行义务的责任，也不影响该事件发生之前的到期付款义务。

22.12. Without prejudice to the above articles 22.1., 22.2., 22.3., and 22.11. where there is a Force Majeure Event, the Buyer may at any time, but is not obliged to, by notice to the Supplier, order the Supplier to suspend the performance of all or any of its obligations under the Contract. The notice may specify the obligation which is to be suspended, the effective date of the suspension and the period of suspension. Upon receipt of the suspension notice, the Supplier must promptly suspend performance of the obligation for such period stated in the suspension notice or until the Supplier is directed to resume performance by the Buyer. Where the Force Majeure Event continues for longer than sixty (60) days the Buyer may at any time, but is not obliged to, by notice to the Supplier, terminate the Contract. The Supplier shall not be entitled to any Claim against the Buyer arising out of or in connection with the suspension notice issued by the Buyer and/or the termination of the Contract.

在不影响上述第 22.1、22.2、22.3 和 22.11 条的情况下，如发生不可抗力事件，买方可以随时但无义务通知供应商，要求供应商中止履行合同项下的全部或任何义务。通知中说明需中止的义务、中止的生效日期和中止期限。收到中止通知后，供应商必须立即在通知中规定的期限内中止履行义务，或者到买方指示卖方恢复履行为止。如不可抗力事件持续时间超过六十（60）日，则买方可以随时但无义务通知卖方终止合同。供应商无权就买方发出的中止通知和/或合同终止提出任何权利主张。

23. Confidentiality 保密

All data, designs, drawings and other documents and information disclosed to Supplier by the Buyer or its Representatives are confidential and shall not, without the prior written approval of the Buyer, be used by Supplier for any purpose whatsoever other than for the performance of Supplier's obligations under the Contract. Without the Buyer's prior written approval Supplier shall not make public any detail of the Contract, the Supplies, the material or equipment to be supplied or the purpose for which any Supplies is to be used.

买方或其代表向供应商披露的所有数据、设计、图纸以及其他文件和信息均为保密信息，未经买方事先书面许可，供应商不得将其用于除履行供应商合同义务以外的任何其他目的。未经买方事先书面许可，供应商不得公开合同、供应物资、供应材料或设备或任何供应物资使用目的的任何细节内容。

24. Termination 合同的终止

Without prejudice to all other rights or any other compensation to which the Buyer might be entitled contractually or pursuant to the law, including compensation for costs and expenses to obtain Supplies from a third party, the Buyer is, with immediate effect and without prior court approval, entitled to terminate the Contract or any part thereof by means of a written statement:

- if, notwithstanding reasonable written notice from the Buyer, the Supplier fails to comply properly or remedy any such non-compliance with one or more obligations under the Contract;

- to the extent permitted under the law, the Supplier is declared bankrupt, files for bankruptcy, applies for a moratorium or is subject to similar measures in the jurisdiction in which Supplier's organisation is established, he ceases business operations or liquidates his business, his permits are revoked, a significant part of his assets or goods

intended for the execution of the Contract are attached or he transfers his business to a third party or parties.

在不损害其他权利或买方可能通过合同或根据法律有权获得的任何补偿的情况下（包括对从第三方获得供应物资的成本和费用的补偿），符合以下条件，买方有权通过书面声明终止合同或其任何部分，该声明即刻生效且无需法院事先批准：

- 尽管买方发出了合理的书面通知，但供应商未能适当遵守合同项下一项或多项义务，或对该等违反进行救济；

- 在法律允许的范围内，供应商宣告破产、申请破产、申请暂停执行或受到其组织所在司法管辖区内的类似措施、业务停运或清算、许可证被吊销，大部分用于合同履行的资产或货物被扣押，或者业务转让给第三方。

25. Disputes 争议解决

If any Claim whatsoever or any difference of opinion or dispute of whatever kind regarding the Contract and the performance thereof (hereinafter "Dispute") arises between the parties and cannot be resolved through mediation by the parties themselves, such Disputes shall be exclusively and finally settled by the courts competent for the place in which the Buyer has its registered office.

如果双方存在任何与合同及其履行有关的任何形式的意见分歧或其他任何争端（以下简称“争议”）而发起权利要求，且无法通过双方自行协商加以解决，则仅由买方注册地所在的法院具有排他的管辖权。

26. Applicable law 适用法律

Without prejudice to Supplier's obligation to comply with Local Law in accordance with articles 4, 5, 13, 16, 20 and 28, all issues, questions and disputes concerning the validity, interpretation, enforceability, execution and termination relating to the Contract or any issues regarding Supplies, shall be governed by the law of the place of jurisdiction in which the Buyer has its registered office. Such law is applicable, with the exclusion of any other choice of law or whatever other local, foreign or international rules of conflict that would make another system of law of another jurisdiction applicable. Application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

在不影响供应商按照第 4、5、13、16、20 和 28 条遵守当地法律的前提下，所有与本协议的有效性、解释、可执行性、终止有关的问题、疑问和争议，或与供应物资有关的任何问题，均受买方注册地所在司法管辖区的法律管辖。该适用法律排除任何其他法律适用或任何适用于其他司法管辖区的当地、外国或国际冲突法以避免其他司法管辖区的法律适用。在此明确约定排除《维也纳国际货物销售合同公约》的适用。

27. REACH

The Supplier warrants that it shall comply with and the Supplies, including all substances contained in the Supplies, comply with REACH.

供应商承诺供应物资及供应物资中含有的所有物质均遵守 REACH 规定。

28. Data Protection and Compliance

28.1. Each party shall comply with applicable Data Protection Legislation when Processing Personal Data in the course of performing its obligations under this Contract.

各方在履行本合同的过程中处理个人数据，应遵守适用的数据保护法规。

28.2. The Supplier acknowledges and agrees that the Buyer may Process Personal Data, provided by the Supplier, for the purposes of personnel administration, security management, IT support and any other purpose in relation with or necessary for the performance of this Contract (the Purposes), and that the Buyer may transfer the Personal Data to the Buyer entities and third parties in and outside of the UK in relation with the Purposes.

The Supplier shall ensure that:

(i) The Personal Data provided to the Buyer is collected by the Supplier and provided to the Buyer in accordance with applicable Data Protection Legislation; and

(ii) The persons whose Personal Data are provided by the Supplier to the Buyer in relation with this Contract have received fair processing information and the Supplier has followed all necessary legal requirements for the Processing of the Personal Data.

供应商承认并同意，买方可以出于人员管理、安全管理、IT 支持以及与履行本合同相关或必要的任何其他目的（目的）处理供应商提供的个人数据，并且买方可以将与目的有关的个人数据转移给英国境内的买方实体和第三方。

供应商应确保：

(i) 供应商自行收集个人数据，并根据适用的数据保护法规向买方提供；和

(ii) 供应商根据本合同向买方提供的个人数据的主体已收到适当的处理通知，且供应商已遵守处理个人数据的所有必要法律规定。

28.3 If and to the extent that the Supplier Processes Personal Data as a Data Processor on behalf of the Buyer, the Supplier and the Buyer will enter into a separate data processing agreement, in addition to the provisions of the Contract between the parties, which complies with the applicable Data Protection Legislation and becomes an annex to and incorporated into the Contract. The Supplier shall only Process the Personal Data upon the Buyer's instruction and the Supplier shall take appropriate measures to protect the Personal Data against any accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of Processing of the Personal Data.

如果供应商以数据处理者的身份代表买方处理个人数据，则除双方之间的合同约定外，供应商和买方将另行签订单独的数据处理协议，该协议应遵守适用的数据保护法规，并作为合同附件成为合同组成部分。供应商应根据买方的指示处理个人数据，且供应商应采取适当措施，保护个人数据免遭任何意外或非法破坏、意外损失、更改、未经授权的披露或访问，以及其他非法形式的处理。

28.4. Supplier represents and warrants that (i) it does not and will not: (a) employ children, prison labour, indentured labour, bonded labour; (b) use corporal punishment or other forms of mental and physical coercion, or verbal, cruel or abusive practices as a form of discipline; and (c) discriminate against any employees on any ground including race, religion, disability age or gender. In the absence of any national or Local Law the parties agree to define "child" as being a person of

less than fifteen (15) years of age (if Local Law sets the minimum age below fifteen (15) years of age, but is in accordance with exceptions under International Labour Organization Convention 138, the lower age will apply); and (ii) (a) it shall not give, promise or offer any Bribe, or request, agree to receive or accept any Bribe, in connection with this Contract or its dealings with the other party (this applies whether the Bribe is direct or through another party, and whether or not it involves a government official); (b) confirms that it is not an entity of which a government official is a principal, material shareholder, officer, director or employee and is not an entity which is affiliated with any such government official; (c) shall have in place adequate procedures to prevent those performing services on its behalf from committing Bribery; and (d) shall keep accurate and true records that are not misleading of all payments made in connection with this Contract or its dealings with the Buyer or the Representatives.

供应商陈述并保证 (i) 其目前没有且将来不会 (a) 雇佣童工、犯人、契约劳工或抵债劳工；(b) 使用体罚或其他形式的精神和肉体胁迫，或采用侮辱性、残酷性或虐待性的纪律措施；及 (c) 以任何包括种族、宗教、残疾、年龄或性别在内的理由歧视任何雇员。在没有任何国家或地方法律的情况下，双方同意将未满十五（15）岁的人定义为“儿童”。（如果当地法律将“儿童”最低年龄设置为十五（15）岁以下，则根据国际劳工组织第 138 号公约的例外规定，应适用二者中的较低年龄）；以及 (ii) 其不得在本合同下，或在与另一方的交易下，给予、答应给予或提供任何贿赂，或索取、许诺收取或收取任何贿赂（不论贿赂是直接给予还是通过其他方给予，以及是否其中涉及政府官员）；(b) 其确认，其不是政府官员的委托人、重要股东、高级管理人员、董事或雇员，也不是与任何此类政府官员有关联的实体；(c) 其将制定适当的程序以防止代表其提供服务的人行贿；以及 (d) 其应保留准确、真实的记录，不会误导与本合同或其与买方或代表的交易有关的所有付款。

29. Severability 可分割性

The invalidity or unenforceability of any provision or part of a provision of the Contract shall not affect the validity of the remaining part of the Contract. Parties shall replace the affected article by a valid one that has the same effect within the confines of the law as the affected article. 合同的任何条款或条款的一部分的无效或无法执行，不影响合同其他部分的有效性。双方应以在法律范围内具有与原条款相同效果的有效条款代替原条款。

30. Waiver, rights and remedies

No failure or delay by the Buyer to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

买方未能行使或迟延履行使本合同赋予的或法律规定的任何权利或救济，均不构成对该权利或任何其他权利或救济的放弃，也不会阻止或限制进一步行使该权利或任何其他权利或救济的适用。任何单独或部分行使该权利或救济的行为均不得阻止或限制进一步行使该权利或任何其他权利或救济。本合同规定的权利和救济是法律规定的任何权利或救济的补充，不排除法定权利和救济。