

**ANNEX IV**  
**附件 IV**  
**General Terms and Conditions of Supplies and Services**  
**-- China (Domestic)**  
**供货与服务一般条件**  
**—中国(国内)**

**1. Terms of Sale 销售条件**

These General Terms and Conditions of Supplies and Services ("Terms") govern all sales of Goods and Services (as defined in Annex I and II) by Seller to Buyer regardless of whether Buyer purchases the Goods and Services through the medium of written purchase orders or electronic orders via EDI (collectively, "Purchase Orders"). In case of a conflict between these Terms and the Purchase Order, these Terms prevail except where Seller has expressly agreed to the conflicting term in the Purchase Order in its acceptance or order acknowledgment. In case of a conflict between the Purchase Order and Seller's acceptance or order acknowledgment, the acceptance or order acknowledgment prevails.

本供货与服务一般条件（“条件”）适用于买卖双方就货物和服务（如附件 I 和 II 所定义）的所有销售，无论买方是发送书面订单或通过 EDI 发送电子订单（统称为“订单”）。如果订单与本条件的规定有冲突，本条件应当优先适用，除非卖方在对订单的接受或确认中明确表示接受订单中的不同规定。如果订单与卖方对订单的确认或接受有冲突，则卖方的确认或接受应当优先适用。

**2. Acceptance 验收**

- 2.1. Upon the Delivery of the Goods, Seller shall be responsible for providing Services according to Annex II hereof. Nonetheless, Seller shall not be liable for delay in completion of Services due to (a) causes beyond its reasonable control; (b) Force Majeure; or (c) reasons attributable to Buyer.

货物交付后，卖方应当负责按照附件 II 的规定提供服务。但是，如果因为下述原因卖方不能按时完成服务，则卖方不承担责任(a) 卖方无法合理控制的原因；(b) 不可抗力；或(c) 买方的原因。

- 2.2. Seller shall notify Buyer in writing for acceptance in accordance with Section 24 hereof ("Acceptance Notice"), (1) when the Services are completed; or (2) In case of delay in completion of Service due to reasons set forth in Section 2.1 above, if Seller deems it reasonable and feasible to carry out the Acceptance. If, according to Annex II, the Services shall be performed and accepted individually, Seller shall notify Buyer in writing when individual Service has been completed. Within 7 days upon the effectiveness of the Acceptance Notice, Buyer shall test the Goods and Services jointly with Seller and accept the Goods and Services in writing ("Acceptance"), or notify Seller in writing of any defects in the Goods or Services that fail to comply with the Annex I or Annex II hereof. Seller shall take any proper measures at its sole discretion and correct the defective Goods and complete the Services in a timely manner, and then notify Buyer of testing and acceptance according to the procedures set out hereof. If Buyer fails to accept the Goods and Services or to notify Seller any defects of the Goods and Services in writing within the time set out hereof, for the purpose of this Sales Contract, the Goods and Services shall be deemed to have been accepted by Buyer on the 8<sup>th</sup> day after the Acceptance Notice takes into effect.

(1) 服务完成后；或 (2) 在因第 2.1 条所述之原因未能按时完成服务的情况下，如果卖方认为进行验收合理可行，则卖方应当按照本条件第 24 条的规定书面通知买方验收（“验收通知”）。如果根据附件 II 的规定，服务应当分别完成并验收，卖方应当就每项服务分别书面通知买方验收。在验收通知生效之日起 7 日内，买方应当会同卖方一起测试货物和服务并书面确认验收（“验收”），或书面通知卖方货物或服务不符合附件 I 或附件 II 之处。卖方应当自主采取任何合理措施及时纠正货物的瑕疵或服务的不完备，然后按照前述程序通知买方再次验收。如果买方未能在上述规定的时间内验收货物和服务，并且也未提出货物或服务不符合规定之处，则为本合同之目的，在验收通知生效之日起第 8 日，货物和服务应当视为被验收。

- 2.3. If the agreed Acceptance does not take place after completion of Services for reasons beyond Seller's control, Acceptance shall be deemed to have taken place on the 8<sup>th</sup> day after the Acceptance Notice takes

into effect. In any case, the Acceptance shall be deemed to have been granted if the Goods are partially or in full, put into commercial operation.

如果卖方完成服务后，由于卖方无法合理控制的原因，预定的验收不能完成，则在验收通知生效之日起第 8 日，货物和服务应当视为被验收。在任何情况下，货物部分或全部投入商业运行时，即应视为已经通过了验收。

- 2.4. Minor defects or missing parts of the Goods and Services that do not have important effect on the safety, operation, maintenance or repair of the Goods shall not impede Acceptance. Seller shall correct such defects and deliver the missing parts of the Goods and Services in a reasonable time and manner.

货物和服务的轻微瑕疵或缺损（指对货物的安全、操作、维护和修理不构成严重影响的瑕疵或缺损）不应当成为拒绝验收的理由。卖方应当在合理期限内以合理方式修补货物的瑕疵或交付缺损的部分。

- 2.5. All costs and expenses of Buyer or any third party with respect to inspection, test, approval and acceptance of the Goods and Services shall be borne by Buyer.

买方或第三人就有关检验、测试、通过和验收货物和服务的成本及费用应当由买方承担。

### 3. Price 价格

Unless otherwise agreed by the Parties in writing, the price of the Goods and Services, as set forth in Article 4 of the Sales Contract, does not include any taxes levied by any governmental authority or any charges for packaging, shipping, and insurance.

除非双方另行书面同意，销售合同第 4 条规定的货物和服务的价格不包括政府机构征收的任何税收，也不包括任何包装，运输或保险的费用。

### 4. Payment 付款

Payments shall be made to Seller according to Article 12 of the Sales Contract. Payments not received when due shall bear interest at the rate of 0.7% on the basis of the Total Contract Price per day. Seller reserves the right to limit or cancel the credit of Buyer, and Seller may require or demand payment or adequate assurances of performance from Buyer prior to taking any preparatory steps for performing the Sales Contract or beginning the manufacture of the Goods, in case any payment is delayed.

买方应当按照销售合同第 12 条的规定向卖方支付货款。如果没有支付到期货款，买方应当按照每天合同总价 0.7% 的利率支付延迟付款的利息，同时卖方有权限制或取消买方的信用额度，并要求买方在卖方为履行销售合同作准备或开始生产货物之前支付预付款或提供充足的担保。

### 5. Claims 索赔

Any claim from Buyer alleging that the Goods are not in compliance with the Sales Contract shall be made to Seller within the Testing Period as set out in Article 11 of the Sales Contract.

买方因货物与合同不符合而向卖方提出异议或任何索赔要求应当在销售合同第 11 条规定的检验期内提出。

### 6. Shipment 装运

Subject to Section 3 hereunder, Seller will arrange the shipment of Goods according to its standard commercial practice at the cost of Buyer. If special packing or shipping instruction is agreed, additional charges thereof, if any, will also be borne by Buyer.

根据本条件第 3 条的规定，卖方将按照其通常的标准装运货物，费用由买方承担。如果双方同意采取特别的运输或包装方式，买方还将承担由此产生的额外费用。

**7. Transfer of Risk 风险的转移**

All risk of loss of or damage to the Goods shall be transferred from Seller to Buyer upon Delivery as per Article 5 of the Sales Contract according to the Incoterms 2010. If Goods are ready for delivery but cannot be shipped for the reasons beyond Seller's reasonable control, transfer of risk shall be deemed to have taken place upon Seller's written notice to Buyer of readiness for delivery of the Goods concerned.

货物发生灭失或损坏的一切风险，应根据 2010 年国际贸易术语解释通则按照销售合同第 5 条交付时起由卖方转移至买方。如果货物可供交付，但由于卖方无法合理控制的原因不能交付，则自卖方书面通知买方货物可供交付之日起，相关货物灭失或损坏的风险应当自卖方转移至买方。

**8. Title 货物所有权**

Seller retains the ownership to the Goods until Buyer has paid the Contract Price in full.

卖方享有货物的所有权，直至买方全部付清合同总价。

**9. Delay in Delivery 延期交货**

- 9.1. Seller shall deliver the Goods in accordance with the Time of Delivery as set forth in Article 6 of the Sales Contract. Seller shall complete the Services in accordance with the schedule set out in Annex II.

卖方应按照销售合同第 6 条规定的交货时间交付货物。卖方应当按照附件 II 规定的时间表完成服务。

- 9.2. Delivery of Goods and completion of Services by Seller is subject to Buyer's fulfillment of its obligations under the Sales Contract in a timely manner, including but not limited to i) making down payment (if any); and ii) obtaining all necessary licenses and approvals (if any). If the foresaid conditions are not satisfied, the Time of Delivery shall be extended accordingly, and Seller is not responsible for such delay in delivery or completion, and Seller shall be reimbursed by Buyer for the additional costs and expenses arising therefrom, including but not limited to fee for storage and freight.

卖方按照规定时间交货或完成服务将基于以下条件：买方及时履行了其销售合同项下的义务，包括但不限于 i) 支付合同预付款项(如有)，以及 ii) 及时提供所有必须的许可证及批文(如有)。如果上述条件未能及时得到满足，交货期或服务完成期应当延长由于上述原因耽误的相同天数并且卖方毋须承担延期的责任，买方应支付卖方因此发生的额外费用和开支，包括但不限于仓储和运输费用。

- 9.3. If any delay is attributable to Force Majeure as defined hereof or any other causes beyond the reasonable control of Seller, the date of delivery or completion of Services shall be extended accordingly.

如果延期归咎于本条件规定的不可抗力，或其他卖方无法合理控制的原因，交货期或服务完成期应相应延长。

- 9.4. In the event that Seller fails to deliver the Goods within the Time of Delivery as set forth in Article 6 of the Sales Contract or to complete the Services within the time as set forth in Annex II, or any agreed extension period for reasons solely attributable to Seller, Buyer may claim liquidated damage in the amount of 0.5% of the value of the Goods or Services in delay per every full calendar week of delay. When calculating the liquidated damages for delay, period less than one week shall not be calculated. The liquidated damage in total is limited to 5% of the value of the Goods or Services in delay. Such liquidated damages shall be the sole and exclusive remedy of Buyer in the event such delay in delivery occurs.

如果因完全归咎于卖方的原因而导致交货期超过销售合同第 6 条规定的日期或服务完成期超过附件 II 规定的日期，或其他经双方同意的任何延期，则买方可就每个完整日历星期，请求延期交付的货物或服务之价款的 0.5% 作为损害赔偿。计算延期损害赔偿时，不足一个日历星期部分不予计算。该等损害赔偿最高不得超过延期交付货物或服务之价款的 5%。该等损害赔偿是买方在卖方延期交货时可获得的唯一和所有的救济。

**10. Warranty 保证**

- 10.1. Seller warrants that the Goods will meet the specifications as described in Annex I. UNLESS EXPRESSLY STATED IN THE SALES CONTRACT, SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE SALES CONTRACT.

卖方保证货物符合附件 I 所述的产品规格。除非卖方在销售合同中明确表示，卖方未就货物作任何其他陈述或保证（无论是隐含的或法定的），包括但不限于任何有关货物适销，适用于特殊的目的或其他事项的保证。本条款在销售合同终止或撤销后继续有效。

- 10.2. Unless otherwise provided, the warranty period is twelve (12) months upon Acceptance as set forth in Section 2 hereof.

如果没有其他约定，保证期为自货物按本条件第 2 条验收后 12 个月。

If Goods are ready for delivery and the Seller has sent the notice of "Readiness for Shipment" or other similar notice showing readiness for delivery, but the Goods are not delivered due to reasons attributable to the Buyer, the warranty period of the Goods shall start fifteen (15) days upon the issuing date of this notice by the Seller.

如果卖方已备好货物并向买方发出“货物备妥通知”或其他表明货物可供交付的通知，但由于买方的原因未交付，则货物的保证期自卖方发出“货物备妥通知”或其他表明货物可供交付的通知十五（15）日之后起算。

- 10.3. During the warranty period, if the Goods do not conform to the warranty contained herein and the warranty is not excluded by Section 10.5 hereof, then Buyer shall promptly notify Seller in writing about such defects. Upon receipt of a claims report, Seller shall ask Buyer for a sample of the defective Goods or schedule an inspection of the defective Goods. If Seller determines that the Goods do not comply with the warranty provided in Section 10.1, then Seller shall repair or replace (at its sole discretion) the defective Goods at no cost to Buyer.

在保证期内，如果发现货物不符合保证并且也不属于本条件第 10.5 条规定的除外情况，买方应当及时书面报告卖方有关货物瑕疵。在收到买方的报告后，卖方应当要求买方提供瑕疵货物的样品或安排检查瑕疵货物。如果卖方认为货物不符合本 10.1 条的保证，则卖方应自费修理或更换（由卖方自行决定）货物。

- 10.4. Buyer shall assist Seller in inspecting, repairing and replacing the Goods. For such purpose, Buyer shall grant Seller access to the non-conforming Goods for disassembly and reassembly and shall, upon Seller's reasonable request, make necessary personnel, equipment and facilities available to Seller at no cost to Seller.

买方应当协助卖方检查，修理或更换瑕疵货物。为此目的，买方应当为卖方拆卸或重新安装瑕疵货物提供便利，并应卖方的合理要求，免费提供必要的人员，设备和设施给卖方。

- 10.5. Seller shall not be liable for defects which only insignificantly affect the use of the Goods, or are unsubstantial deviations from the specification of the Goods, or result from 1) natural wear and tear, 2) damages arising after the transfer of risk, or 3) damages from faulty or negligent handling, excessive strain, use of unsuitable appurtenances, defective installation or erection not carried out by Seller, inappropriate storage or any other external impact on the Goods not explicitly assumed by Seller hereunder.

对非严重影响货物使用的瑕疵，以及与货物规格的非实质性偏差卖方不承担责任。同时，卖方也不对以下情况引起的瑕疵承担责任：1) 货物正常的损耗，2) 风险转移后产生的损害，或 3) 由于处理中的故意或过失，过分的压力，使用不适当的机械设备，非卖方进行的不适当安装，不合适的存放或其他卖方在本合同中没有明确表示负责的外力对货物造成的损害。

- 10.6. The remedies provided for in this Section 10 are the exclusive remedies available to Buyer for breach of warranty by Seller.

本第 10 条款规定的补救是买方可获得的因卖方违反质量保证的唯一的救济措施。

## 11. Limitations of Liability 责任限制



- 11.1. Seller shall be liable for any damage of Buyer, including but not limited to loss of or damage to goods or property, caused directly by negligence or wrongful act (breach of contract and/ or tortious conduct) on the part of Seller, its personnel or its subcontractors engaged in carrying out the Sales Contract. In the event that such negligence or wrongful act constitutes breach of contract and tortuous act at the same time, Seller shall only be liable for breach of contract.

由于卖方、其雇员或分包商在履行销售合同中的疏忽或错误行为(违反合同和/或侵权行为)直接造成的买方的损失,包括但不限于货物或财产的灭失或损坏,卖方应负责任。如果该等卖方、其雇员或分包商在履行销售合同中的疏忽或错误行为既违反合同又构成侵权行为,卖方仅承担违约责任而不承担侵权责任。

- 11.2. All the liabilities of Seller in whatever kind relating to the Sales Contract shall not, unless in case of gross negligence or willful act, exceed the Contract Price or RMB 1 million, whichever is less.

除非卖方有重大过失或故意行为,在其它任何情况下,卖方与销售合同相关的全部各类责任不应超出合同总价或人民币 1,000,000 元,以价值较小者为准。

- 11.3. In no event is Seller responsible for any loss of use, production, profit, interest, revenues, loss of information or data, damages or indemnification based on Buyer's third party contracts or any indirect or consequential damages or losses, regardless of whether those damages are foreseeable.

在任何情况下卖方对使用、生产、利润、利息以及收入损失、信息或数据的丢失、基于买方与第三方的合同的损害赔偿或补偿或任何间接的或后果性的损坏或损失都不承担责任,无论该等损失是否可以预见。

- 11.4. This Section 11 shall also apply to Seller's personnel, subcontractors and licensors and their personnel.

本第 11 条应同样适用于卖方的人员、分包商和许可方及他们的人员。

## **12. Force Majeure 不可抗力**

- 12.1. Neither Buyer nor Seller shall be liable for failure of performing the Sales Contract when such failure results from the occurrence of Force Majeure, which is hereby defined as an event unforeseeable, beyond reasonable control of the Party to whom such Force Majeure occurs, including but not limited to: Acts of God, natural disasters, labor disputes, lock out, war or warlike situation, riot, sabotage, fire, breakdown of equipment critical to perform the Sales Contract, transportation delays or accidents, acts of government (such as but not limited to change of laws and revocation of import permits), and outbreak of epidemic.

买卖双方因不可抗力不能或延迟履行销售合同的义务时,均不承担责任。不可抗力应指遭受不可抗力方无法预见的且超出其合理控制的事件,包括但不限于:自然力、自然灾害、劳工纠纷、封锁、战争或类似战争状态、暴乱、阴谋破坏、火灾、履行销售合同的关键设备瘫痪、运输阻滞或交通事故、政府行为(例如但不限于修改法律规定和取消进口许可)以及疫情的爆发。

- 12.2. Any delay in delivery by Seller as a result of the occurrence of any Force Majeure event to its suppliers or subcontractor shall be deemed as a Force Majeure event occurring to Seller.

因卖方的分包商或供应商遭受不可抗力导致卖方延迟交付,应当视为卖方遭受不可抗力。

- 12.3. The Party affected by Force Majeure shall inform the other Party in writing without any delay of the force majeure event as well as the impact of such event on the performance of the Sales Contract. The Parties shall continue fulfilling obligations of the Sales Contract upon end or removal of the force majeure event or its effect. Term (e.g. delivery time) relevant to performance shall be extended accordingly. The Party shall immediately notify the other Party about the end or removal of the force majeure event.

受不可抗力影响的一方应毫不延迟地将不可抗力事件以及不可抗力事件对销售合同履行的影响通知另一方。

双方应在不可抗力事件结束或其影响消除后继续履行其合同义务,与履行相关的期限(例如:交货期)也应相应延长。但该合同方应尽快将不可抗力事件结束或消除的情况通知合同另一方。

## **13. Adaptation Of Contract 合同的调整**

If the occurrence of Force Majeure events substantially changes the economic implications or content of the Contract or has a substantial impact on Seller's business, the Contract shall be adapted appropriately and in good faith. The Seller shall have the right to terminate the Contract when a Force Majeure event has continued for more than 180 days. If the Seller exercises the right of termination, he shall notify the Buyer in writing immediately.

如果因不可抗力事件的发生，实质性地改变了本合同的经济意义和内容或对卖方的业务产生了实质性的影响，双方应当秉诚适当地修改合同。卖方有权在不可抗力事件持续 180 天以上时终止合同。如果卖方行使该终止权，应在作出终止销售合同决定后立即书面通知买方。

Any changes in any of Seller's obligations under the Sales Contract necessitated resulting from changes in (i) law, (ii) standards or (iii) requirements by authorities, after signature of the Sales Contract, shall be on the account of Buyer. Both Buyer and Seller shall inform each other immediately of any such changes that may be required.

如在销售合同签署后，因(i)法律、(ii)标准或 (iii)政府机关要求的改变而导致的销售合同项下的任何卖方义务发生变化，则买方应承担所有的费用。买方与卖方均应立即告知对方可能被要求的任何该等改变。

#### **14. Software 软件**

- 14.1. Unless otherwise provided in the Sales Contract, Buyer may only use the software delivered with the Goods for the purposes stated in the manual of the Goods.

除非销售合同另有规定，买方只可就产品说明书中列明之目的使用货物所带之软件。

- 14.2. The Buyer shall have the non-exclusive right to use the software in unchanged form and with the agreed performance specifications on the agreed equipment. The Buyer is allowed to make two back-up copies unless otherwise agreed or noted differently on the media or in the software documentation.

买方应有非排他性的权利按照约定的履行参数在约定的设备上使用未加改变的软件。除非另有约定或在介质或软件文件上有不同标注，买方可以制作两份复制件用作备份。

- 14.3. Unless otherwise agreed the software shall be provided in machine readable form (object code) only.

除非另有约定，软件应只以可机读的形式（目标代码）提供。

#### **15. Industrial Property Rights And Copyright 工业产权和版权**

- 15.1. Unless otherwise agreed upon in writing between the parties, the Seller shall provide the Goods free from any infringement of third party's industrial property right or copyright, including but not limited to patents, trade secrets (hereinafter called "Intellectual Property Rights") in the country of the place of destination. In the event a third party asserts legitimate claims against the Buyer based on an infringement of an Intellectual Property Rights with respect to the Goods provided by Seller and then used in compliance with this Sales Contract, the Seller shall be liable to the Buyer as follows:

除非双方另有书面约定，卖方提供的货物应当在目的地国家不侵犯第三方的工业产权或版权，比如但不限于专利权、商业秘密（以下简称“知识产权”）。如果有第三方向买方提出货物（由卖方提供并且按照销售合同的规定使用）侵犯了其知识产权的合法主张，卖方应对买方承担如下义务：

- a. The Seller shall at his own option and expenses either acquire the legal right to use the Goods, modify the Goods so as not to infringe the Intellectual Property Rights or replace the relevant Goods. If Seller fails to correct the infringement, the Buyer is entitled to terminate the Contract whereupon the Seller shall take back the relevant Good and refund Buyer the Contract Price for such Goods.

卖方应自行承担费用并自行决定是取得使用货物的权利、修改货物以使之不侵犯知识产权亦或是替换相应的货物。如果卖方未能补救上述侵权，买方应有权终止本合同且卖方应收回有关货物并返还买方这部分货物的货款。

- b. Seller's aforesaid obligations shall apply only if the Buyer 1) has immediately notified the Seller in writing of the claims asserted by the third party; 2) has not acknowledged an infringement; and 3) authorize the Seller to defend against and/or reach a settlement with the third party

卖方承担前述义务的前提是：1) 买方应在第三方提出主张后就立即书面通知卖方，2) 买方未曾对侵权进行任何形式的承认，3) 买方授权卖方采取抗辩和/或与第三方和解。

- 15.2. Claims of the Buyer shall also be excluded if the infringement of Intellectual Property Rights was caused by 1) specific demands of the Buyer, 2) use of the Goods unforeseeable by the Seller or 3) the Goods being altered by the Buyer or being used together with products not provided by the Seller.

如果知识产权的侵犯是由于 1) 根据买方的特别要求供货，2) 以卖方不可预见的方式使用货物，或 3) 买方修改了货物或将货物与非卖方提供的货物一起使用而造成的，买方无权提出索赔。

- 15.3. The Buyer may use the plans and drawings provided by the Seller only for the intended purpose. The Buyer shall not be entitled to use these plans and drawings for other purposes, especially not for the reproduction of the Goods or parts of the Goods.

买方可以按预定的目的使用卖方提供的设计和图纸。买方无权为其他目的而使用这些设计和图纸，尤其是不能出于再生产货物或其部件之目的而使用。

## 16. Confidentiality 保密

Any information made available to the Buyer by the Seller in connection with this Sales Contract shall be treated as confidential. Where the Buyer receives any personal data from the Seller, it shall fully comply with the applicable laws on personal data protection. The Buyer shall use the information only for the purposes specified in this Sales Contract. This confidentiality obligation shall not apply to information which Buyer can demonstrate,

买方应对任何卖方提供的与本合同有关的信息保密。如果买方从卖方获取任何个人信息，买方应完全遵守个人信息保护的相关法律。买方应只为本合同目的而使用信息或个人信息。本保密义务应不适用于买方可以证明的下述信息，

- (i) is already in the public domain or becomes available to the public through no breach by Buyer of this confidentiality undertaking or  
非由于买方违反应承担的保密义务而已被公开、或已被公众所知的信息，或
- (ii) was in Buyer's possession prior to receipt from Seller without a confidentiality undertaking or  
买方在卖方向其披露之前就已拥有的信息并且无需承担相应的保密义务，或
- (iii) has thereafter been legally obtained without confidentiality obligation from others or  
已从其他方处合法获得且无相应的保密义务，或
- (iv) is independently developed by the Buyer without reference to the information received hereunder.  
买方未借助本合同的信息而独立开发的信息。

The Seller is entitled to disclose the confidential information obtained in connection with the Sales Contract to its affiliates, supplier or subcontractor on need-to-know basis.

对于卖方因本合同获取的任何保密信息，卖方应有权向卖方关联公司、供应商或分包商在必要的限度内披露该等信息。

The obligations set forth in this Section 16 (Confidentiality) shall survive any termination or expiration of the Contract.

本第十六条中所述的（保密）义务在本合同终止之后继续有效。

## 17. Export Clauses 出口条款

### 17.1. Reservation Clause 保留条款

Seller shall not be obligated to fulfill this Agreement and Sales Orders if such fulfillment is prevented by any impediments arising out of any national or international trade or customs requirements, or any laws, regulations or lists regarding embargoes, export or reexport control or economic sanctions and the corresponding anti-sanction and blocking regulations. In the event that simultaneous compliance with all laws and regulations is not feasible, Seller retains the right to determine whether it shall fulfill the Agreements and Sales Orders. No liabilities, losses, damages, costs, expenses, or liquidated damages shall be assessed against Seller under this Contract for nonperformance in accordance with this clause where no government mandate requires otherwise.

如卖方因遵守任何国内、国际贸易或者海关要求，或任何禁运、出口/再出口管制或者经济制裁相关的法律、规定或者名单要求及其相应的反制和阻断规定，而无法履行本合同和订单，则卖方不再承担履行本合同和订单的义务。当同时遵守所有法律、规定缺乏现实可能性时，卖方保留决定是否履行本合同和订单的权利。如卖方依据本条款而未履行本合同，则免于承担任何责任、损失、损害、成本、开支或者违约金，除非政府另有强制性规定。

### 17.2. Compliance with Trade, Export Control and Economic Sanction Laws, Regulations and Lists 遵守贸易、出口管制和经济制裁法律、规定和名单要求

17.2.1 If Buyer transfers, sells, resells, conveys, exports or reexports Contractual products (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Seller or works and services (including all kinds of technical support) performed by Seller to a third party, Buyer shall comply with any national or international trade or customs requirements, or any laws, regulations or lists regarding embargoes, export or reexport control or economic sanctions, including export and reexport control and economic sanctions imposed by the Federal Republic of Germany, the European Union, the United States of America, the People's Republic of China, the United Nations, and any other jurisdictions and the corresponding anti-sanction and blocking regulations.

如果买方将卖方提供的合同产品（包括无论以何种方式提供的硬件、软件和/或技术，以及相关文件），以及卖方完成的工作和服务（包括所有种类的技术支持）转移、出售、转售、运送、出口或者再出口给第三方，则买方应遵守所有国内、国际贸易或者海关要求，或任何禁运、出口/再出口管制或者经济制裁相关的法律、规定或者名单要求，包括德国、欧盟、美国、中国、联合国等司法管辖区的出口/再出口管制和经济制裁及其相应的反制和阻断规定。

17.2.2 Prior to any transfer of Contractual products, works, or services provided by Seller to a third party, Buyer shall in particular check and guarantee by appropriate measures that:

在向第三方转移卖方提供的合同产品、工作和服务之前，买方应该特别检查并以适当的措施保证：

a. There will be no violations of any national or international trade or customs requirements, or any laws, regulations or lists regarding embargoes, export or reexport control or economic sanctions, including export and reexport control and economic sanctions imposed by the Federal Republic of Germany, the European Union, the United States of America, the People's Republic of China, the United Nations, or any other jurisdictions and the corresponding anti-sanction and blocking regulations, including any limitations on domestic business and prohibitions on bypassing any national and international law, regulation, and list, by such transfer, by brokering of contracts concerning those Contractual products, works, or services, or by provision of other economic resources in connection with those Contractual products, works, or services;

该转移，就这些合同产品、工作和服务有关的合同提供经纪服务，或提供与这些合同产品、工作和服务相关的其他经济资源，将不违反任何国内、国际贸易或者海关要求，或任何禁运、出口/再出口管制或者经济制裁相关的法律、规定或者名单要求，包括德国、欧盟、美国、中国、联合国等司法管辖区的出口/再出口管制和经济制裁及其相应的反制和阻断规定，包括任何对于国内业务的限制和对于规避任何国内、国际法律、规定和名单要求的禁止；

b. Such Contractual products, works, and services are not intended for use in connection with armaments, nuclear or chemical or biological weapons technology, or weapons, if and to the extent such



use is subject to prohibition or authorization, unless required exemptions to the prohibition or authorization are obtained by Buyer and provided to Seller before such transfer;

如果全部或者部分被禁止或者需要授权, 那么除非买方在转移前已经获得并向卖方提供了要求的禁止例外或者授权, 否则此类合同产品、工作和服务不得被用于与军备, 核、生物、化学武器技术或武器有关的用途。

- 17.2.3 Buyer, upon request by Seller, shall promptly provide Seller with all information pertaining to the particular end user, the particular destination, and the particular intended end use of Contractual products, works, and services provided by Seller, as well as any applicable trade, export and reexport control and economic sanction restrictions.

买方在收到卖方的要求后应立刻提供卖方所提供的合同产品、工作和服务的最终用户、最终目的地和最终用途相关的所有信息, 以及任何适用的贸易、出口/再出口管制和经济制裁限制。如果全部或者部分被禁止或者需要授权, 那么除非买方在转移前已经获得并向卖方提供了要求的禁止例外或者授权, 否则此类合同产品、工作和服务不得被用于与军备, 核、生物、化学武器技术或武器有关的用途。

- 17.2.4 Buyer's failure to comply in any respect with the requirements of this Contract regarding national or international trade or customs requirements, or any laws, regulations or lists regarding embargoes, export or reexport control or economic sanctions, shall constitute a material breach of this Contract, entitling Seller to immediately suspend or terminate same.

如果买方未能遵守合同中任何与国内、国际贸易或者海关要求, 或任何禁运、出口/再出口管制或者经济制裁相关的法律、规定或者名单要求相关的内容, 则构成对于本合同的实质性违反, 卖方有权立即中止或者解除本合同。

- 17.2.5 Buyer and its Successors shall indemnify, defend and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost, and damages arising out of or relating to any noncompliance with any national or international trade or customs requirements, or any laws, regulations or lists regarding embargoes, export or reexport control or economic sanctions by Buyer and its Successors, including any alleged violations of blocking laws or anti-foreign sanction laws, and Buyer and its Successors shall compensate Seller for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Seller in connection with any violations resulting from such noncompliance by Buyer and its Successors.

如果因买方及其继受者违反任何与国内、国际贸易或者海关要求, 或任何禁运、出口/再出口管制或者经济制裁相关的法律、规定或者名单要求, 包括违反任何阻断法或者反外国制裁法规定, 而引起或发生相关索赔、诉讼、行动、罚款、损失、成本和损害, 则买方及其继受者应补偿卖方, 为卖方辩护, 使其免受损害, 并赔偿卖方因前述违反而可能遭受或者承担的所有责任、处罚、损失、损害、成本或者开支。

- 17.2.6 If and to the extent the sale or supply of the Contractual products, works, and services requires prior authorization by authorities of the Federal Republic of Germany, the European Union, the United States of America, the People's Republic of China, or any other jurisdictions, the aforementioned sale or supply shall be conducted only after the granting of such authorization.

如果合同产品、工作和服务的销售或提供, 全部或者部分需要事先获得德国、欧盟、美国、中国等政府主管部门批准的, 则未经批准, 不得销售或提供前述合同产品、工作和服务。

- 17.2.7 Buyer, upon knowledge, shall actively, accurately, and promptly inform Seller of the circumstances in which any country imposes export control and economic sanction measures on Buyer, and shall inform Seller within 24 hours of each instance of Buyer's reporting of its aforementioned situation to authorities, including copies of written documents submitted to authorities and information about any subsequent developments.

买方在知情后, 应当主动、如实、立即向卖方提供其遭受任何国家出口管制与经济制裁措施的情况, 并在向有关政府部门报告后的 24 小时内将相关报告行为通知卖方, 包括提交给政府部门的书面文件及任何后续进展信息。

## 18. Termination 合同终止

- 18.1. Either Party may terminate this Sales Contract immediately upon the occurrence of any of the following events: (1) materially breach of contract by the other Party and the breaching Party does not rectify within 90 days after receiving breach notice or in any time limit agreed by both Parties; or (2) bankruptcy or insolvency of the other Party. In case the Buyer fails to make advance payment within 90 days after execution of the Contract, the Seller shall be entitled to terminate this Contract immediately.

基于以下事件的发生，任何一方可以立即终止销售合同：1) 另一方严重违反合同，并且违约方未在收到违约通知后的 90 天或双方约定的任何期限内加以纠正；或 2) 另一方破产或资不抵债。此外，如果买方在本合同签订后 90 天仍未支付预付款，则卖方有权立即终止本合同。

- 18.2. If the Sales Contract is terminated by Seller in accordance with Section 18.1, Seller is entitled to reasonable reimbursement which equals to total contract price less any costs and expenses not incurred to Seller in connection with the Sales Contract. The Seller reserves further rights including the right to claim damages hereunder.

如果卖方基于上述 18.1 条的规定终止销售合同，卖方有权要求买方赔偿合同总价减去卖方为履行销售合同未发生的费用和开支的部分。卖方保留在本合同下包括要求赔偿损失在内的其他权利。

- 18.3. Where either Party is entitled to terminate the Contract as provided by the Contract or by law, the termination right shall be excised within three (3) years after this Party has known or should have known about the cause for termination. If the termination is attributable to multiple or repeated events, then the above three-year period shall commence from the date on which the Party has known or should have known about the latest event; if the termination is attributable to a continuous event, then the above three-year period shall commence from the date on which the Party has known or should have known that the continuous event stops.

本合同下或法律规定的终止权可在有权终止的一方知道或者应当知道终止事由之日起三年内行使。如触发行使终止权的事由有多个或者是重复发生的，以知道或应该知道最后一次发生的终止事由为起算点；如触发行使终止权的事由是持续发生的，则自知道或应当知道该事由停止时起算。

*[Note: the above time limit is for reference only. Please adjust per your needs on a case by case basis.  
注：以上期限供参考，根据个案需要可适当调整。]*

## 19. Entire Agreement 合同完整

The Sales Contract and its attachments comprise the complete and final agreement between Buyer and Seller and supersede all prior negotiations, proposals, representations, commitments, understandings or agreements between Buyer and Seller, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Sales Contract is binding upon Seller unless made in writing and signed by Seller's duly authorized representatives. The Sales Contract may not be altered or modified except by written agreement of Buyer and Seller. The Parties are entitled only to such rights and to make such claims which are expressly provided for in the Sales Contract.

本销售合同及其附件组成了买卖双方之间完整的、最后的协议，其效力超过买卖双方之间就本合同主题所作的任何谈判，建议，陈述，承诺，备忘录或协议，无论口头的或书面的。除非经卖方正式授权的代表书面承诺，否则卖方不受任何对本销售合同进行修改的协议，报价或确认的制约。本销售合同未经买卖双方书面同意不得修改或变更。本合同各方只能主张或提起本合同明确规定的权利或索赔。

## 20. Successors and Assigns 继承及转让

The Sales Contract binds and inures to the benefit of Buyer and Seller and their respective successors and permitted assigns. The Buyer may not assign any interest in, nor delegate any obligation under the Sales Contract, without Seller's prior written consent.

本销售合同对买卖双方及其继承者及经同意的受让者有约束力并为他们的利益所订立。除非卖方事先书面同意，买方不得将本合同项下的任何利益或义务转让或委派给第三人。

## **21. Governing Law 适用法律**

The validity, construction and performance of the Sales Contract is governed by, and must be construed in accordance with, the law of the People's Republic of China.

有关本销售合同的效力，解释和履行应当适用中华人民共和国法律。

## **22. Dispute Resolution 争议解决**

- 22.1 All claims, differences or disputes arising out of or in connection with this Contract, including any question regarding its existence, validity, termination or its performance, or in connection with arrangements regarding the performance of this Contract (hereinafter referred to as a "Dispute") shall be submitted to the China International Economic and Trade Arbitration Commission Tianjin Sub-Commission (CIETAC) and be settled by three (3) arbitrators in accordance with the arbitration rules of CIETAC (hereinafter referred to as "Rules") in effect at the time of applying for arbitration.

因本合同产生的或者与其相关的所有请求、分歧或争议，包括关于合同存在、效力、终止或履行，或者与本合同履行安排有关的任何问题（以下称“争议”）应提交中国国际经济贸易仲裁委员会天津分会（CIETAC），并根据申请仲裁时有效的 CIETAC 仲裁规则（以下称“规则”）由三（3）名仲裁员仲裁裁定。

- 22.2 The Parties agree that arbitrators who are not on CIETAC's panel may be appointed as Co-Arbitrators or as presiding arbitrator.

双方同意，不在 CIETAC 仲裁员名单上的仲裁员可以被指定为仲裁员或首席仲裁员。

- 22.3 The seat of Arbitration shall be Tianjin. The language of Arbitration shall be Chinese. The arbitration award shall be final and binding upon the Parties.

仲裁地点为天津。仲裁语言为中文。仲裁裁决是终局的并对双方具有约束力。

## **23. Notices 通知**

All notices in connection with this Sales Contract shall be in writing and shall be effective upon dispatch if sent by fax or email, seven (7) days after the date of mailing if sent by registered mail and three (3) days after the date of mailing if sent by courier services. In all cases, notices shall be delivered to the other Party at the address set forth on the first page of the Sales Contract or such other address as such Party may have provided by written notice.

所有与本销售合同有关的通知应为书面形式，并于如下时间生效：传真或电子邮件发送即时生效；挂号信发送在寄出七（7）天后生效；快递投送在寄出三（3）天后生效。任何情况下，给对方的通知应发送至销售合同首页所述的地址或一方书面通知的其它地址。

## **24. Day 日**

Unless expressly agreed by the Parties otherwise, days mentioned in this Sales Contract refer to calendar days.

除非合同双方明示相反规定，本销售合同中所提及的日是指日历日。

## **25. Survival 终止后的存续条款**

Sections 10, 11, 16, 21, 22, and this Section 25 of the Terms shall survive the expiration or termination of the Sales Contract.

本条件第 10、11、16、21、22 和 25 条应当在销售合同到期或终止后继续有效。

**26. Data Protection 数据保护**

- 26.1 Seller and Buyer shall comply with the statutory provisions relating to cyber security and protection of personal information. Buyer shall ensure that it will not disclose to Seller or give Seller access to personal information, state secrets, important data or business secrets (collectively referred to as “Data”) during the performance of the Contract. Where such disclosure or access is necessary for Seller to perform this Contract, Buyer shall notify Seller by a written notice in good time prior to the disclosure of and/or access to the Data, so as to enable Seller to deal with the Data in a way in compliance with applicable laws; in addition, Buyer is obliged to create the prerequisites required by law, so as to enable Seller to, for the purpose of performing the Contract or other reasonable purposes relating to the Contract, collect, process/entrust a third party to process, use, transfer to a third party, share with a third party, disclose or transfer abroad the Data without any breach of applicable laws.

卖方和买方应遵守与网络安全和个人信息保护有关的法律规定。买方应保证其在履行合同的过程中不会向卖方披露或使卖方接触个人信息、国家秘密、重要数据或商业秘密（统称“数据”）。如果此等披露或使卖方接触数据是履行合同所必需的，则买方应在向卖方披露和/或使卖方接触数据前及时地通过书面通知告知卖方，从而使卖方可以以符合适用法律的方式处理数据；此外，买方有义务创设法律规定的前提条件，从而使卖方可以为履行合同或其他与合同有关的合理目的合法地收集、处理/委托第三方处理、使用、转让给第三方、与第三方共享、披露或向境外转移数据。

Seller has formulated a FLENDER DATA Privacy POLICY to specify how Seller processes and protects the personal information of the contact person at Seller’s customers, suppliers and partners with regard to the categories of personal information processed, the purposes of the processing, transfer and disclosure of personal information, retention period, data subject’s rights, and data privacy contact etc. Buyer is obliged to create the prerequisites required by applicable laws, so that Seller may process the personal information of the contact person of Buyer in a way as specified in the FLENDER DATA Privacy POLICY without violating the law. The FLENDER DATA Privacy POLICY can be found by the below link: <https://www.flender.com/en/PrivacyPolicy>.

卖方已经制定了弗兰德隐私保护政策，以规定卖方如何处理及保护卖方客户、供应商和合作伙伴的联系人的个人信息，例如关于处理的个人信息的类别、处理的目的、个人信息的转让和披露、保留期限、个人信息主体的权利以及个人信息保护联系人等。买方有义务创设适用法律所要求的先决条件，使得卖方可以依据弗兰德隐私保护政策处理供应商联系人的个人信息，而不违反适用法律。弗兰德隐私保护政策可通过以下链接获得: <https://www.flender.com/en/PrivacyPolicy>.

Buyer shall deal with all Data received from Seller or its affiliates or otherwise become accessible to the Buyer in accordance with the applicable laws. Buyer shall take proper technical and organizational measures to ensure the security of the Data and shall use all such Data for the sole purpose of performing this Sales Contract. Any further statutory or contractual confidentiality obligations remain unaffected. 买方应按照适用法律的规定处理所有其从卖方或其关联企业收到的，或其通过其他方式接触到的数据。买方应采取适当的技术和组织手段以确保数据的安全并且仅能将所有该等数据用于履行本销售合同的目的。任何进一步的法定或合同约定的保密义务均不受影响。

*[Note: If the personal information Flender receives or has access to is not limited to the personal information of the contact person of the Buyer or Flender uses the personal information of the contact person of the Buyer for the purposes other than the purposes described in Flender DATA Privacy POLICY, or if Flender will provide personal information to Buyer for any purpose other than establishing business contact, please consult LC whether any supplement to this clause is needed.*

*如果弗兰德收到或接触到的个人信息不限于买方联系人的个人信息，或者弗兰德将把买方联系人的个人信息用于弗兰德隐私保护政策中描述的目的之外的目的，或者弗兰德将不仅为建立业务联系的目的向买方提供个人信息，请与LC联系，以确定是否需要对本条款进行补充。]*