

通用条款
General Terms and Conditions

本通用条款由以下双方达成一致，经双方签署及盖章后，于 2022 年 5 月 19 日（“通用条款生效日”）生效：

This General Terms And Conditions is agreed and signed/sealed by the below parties and shall take effect as of 【19th, May, 2022】 (Effective Date of General Terms and Conditions):

甲乙双方特此承诺并确认，自通用条款生效日起，本通用条款（含通用条款附件）应适用于双方签订所有协议、订单及其他有合同约束力的文件，本通用条款作为双方签订的合同的有效组成部分，对双方具有合同约束力，但双方书面明示排除适用本通用条款的除外。

Unless this General Terms and Conditions is expressly excluded to apply by both parties in writing, both parties hereby acknowledge and confirm that, as of the Effective Date of General Terms and Conditions, this General Terms and Conditions (including the Appendixes of the General Terms and Conditions) shall apply to all the agreements, orders and other contractual documents between Party A and Party B. This General Terms and Conditions shall bind both parties as an effective part of the contract or agreement between both parties.

甲方（加盖公章）：
国) 营养医药有限公司

Party A (Seal) :

纽迪希亚贸易（上海）有限公司/纽迪希亚制药（无锡）有限公司/纽迪希亚（中

【Please fill in】

地址：
3905/ 江苏省无锡市新吴区金城东路 333-7

上海黄浦区普安路 128 号 703 室 M1 座/中国上海浦东芳甸路 1155 号嘉里城

Address:

【Please fill in】

联系人电话:

+86 21 6179 8277

Contact number:

【Please fill in】

联系人电子邮箱:

Hazel.Deng@Nutricia.com

Contact Email:

【Please fill in】

授权代表人（签字）：_____

Authorized representative (Signature) :

乙方（加盖公章）：

Party A (Seal) :

上海麦田公共关系咨询有限公司
Shanghai U-Link Business Solutions

地址：

上海市静安区成都北路 333 号上海招商局广场南楼 2602

Address:

26F, Merchants Plaza South Building, No. 333 North Chengdu Road, Jing'an

District, Shanghai

联系人电话:

+86 139 1602 6563

Contact number:

+86 139 1602 6563

联系人电子邮箱:

Lily.chen@ubs-cn.com

Contact Email:

Lily.chen@ubs-cn.com



授权代表人（签字）：_____

Authorized representative (Signature) :

1. 定义、解释及适用范围

1. Definitions, interpretations and application scope

1.1 定义

1.1 Definitions

1.1.1 “本协议”，指：

1.1.1 “**This Agreement**” means:

A. “系统订单”、“通用条款”、“合同变更审批单”（如有）以及本协议生效后经双方书面达成一致而不时进行的对协议的修改、补充及更新（以下简称“其它书面修订文件”）；或

A. “**System Order**”, “**General Terms and Conditions**”, “**Authorization Form for Change of Contract**” (if any), as well as any modification, supplement, and update to This Agreement made from time to time with the written consents of both parties after the execution of This Agreement (hereinafter referred to as “**Other Written Amendments**”); or

B. “系统订单”、“通用条款”、“商务条款”、“商务条款附件”、“合同变更审批单”（如有）以及“其它书面修订文件”。

B. “**System Order**”, “**General Terms and Conditions**”, “**Commercial Terms and Conditions**”, “**Appendices to Commercial Terms and Conditions**”, “**Authorization Form for Change of Contract**” (if any), as well as “**Other Written Amendments**”.

1.1.2 “甲方”，指达能亚太（上海）管理有限公司或其关联方，以“签署页”（如有）和“系统订单”的约定为准。

1.1.2 “**Party A**” means Danone Pacific-Asia (Shanghai) Management Co., Ltd and its affiliated parties, which shall be stipulated on the “**Page of Signature**” (if any) and “**System Order**”.

1.1.3 “乙方”，指为甲方提供商品和/或服务的一方，以“签署页”（如有）和“系统订单”的约定为准。

1.1.3 “**Party B**” means the party providing goods and/or services to Party A, which shall be stipulated on the “**Page of Signature**” (if any) and “**System Order**”.

1.1.4 “一方”，指甲方或者乙方其中的一方。

1.1.4 “**A party**” means either Party A or Party B.

1.1.5 “各方”或“双方”，指甲方及乙方。

1.1.5 “**Parties**” or “**both parties**” means Party A and Party B.

1.1.6 “中国”，指中华人民共和国，仅限本协议之目的，不包括台湾、香港特别行政区和澳门特别行政区。

1.1.6 “**China**” means the People’s Republic of China, not including Taiwan, Hong Kong Special Administrative Region, and Macao Special Administrative Region only for the purpose of This Agreement.

1.1.7 “工作日”，指除法定双休日以及法定公共节假日以外的任何日。

1.1.7 “**Working Day**” means any day other than the Saturday, Sunday, and statutory public holidays.

1.1.8 “天”，指公历日历日。

1.1.8 “**Day**” means a calendar day.

1.1.9 “月”，指公历日历月。

1.1.9 “**Month**” means a calendar month.

1.1.10 “年”，指公历日历年。

1.1.10 “**Year**” means a calendar year.

1.1.11 “关联方”，就本协议任何一方而言，指任何直接或间接控制该方、被该方直接或间接控制或与该方直接或间接地被共同控制的任何法人、非法人组织或自然人。具体含义与本协议生效时所适用的中国会计准则中定义的相应术语一致。

1.1.11 For any party to This Agreement, “**Affiliated Party**” means any corporate organization, unincorporated organization, or natural person who controls such party directly or indirectly, is controlled by such party directly or indirectly, or is under the joint control directly or indirectly. The specific meaning of affiliated party is consistent with the terminology as defined in Chinese accounting standard which is applicable when the execution This Agreement.

1.2 解释

1.2 Interpretations

1.2.1 本协议项下标题仅具有提示与说明的作用，不得作为本协议内容之解释。

1.2.1 The headings hereunder are only for the prompt and description, but not used for interpretation to the content of This Agreement.

1.2.2 除本协议另有约定外，若本协议各组成部分的约定存在冲突，按照如下规则确定各部分之间的效力优先顺序进行解释：

1.2.2 Except for the otherwise stipulated herein, if there is any conflict between the provisions of the parts constituting This Agreement, the effectiveness priority sequence of such parts shall be determined according to the following rules:

A. 关于采购标的质量要求和/或服务标准方面，以要求最高的条款为准；

A. In respect of the Quality Requirements and/or Service Standards for the subject matter of procurement, the terms and conditions with the highest requirements shall prevail;

B. 其余条款的优先顺序为（顺序在前的文件中的规定之效力优先）：

B. The priority sequence for the other terms and conditions (the effectiveness of the terms and conditions in the document at a higher rank shall take precedence):

1) “通用条款” 1.1.1 条约定的场景 A 下, 优先顺序为“其它书面修订文件”(如有)、“系统订单”、“合同变更审批单”(如有)、“通用条款”;

1) Under the situation A stipulated by 1.1.1 “General Terms and Conditions”: “Other Written Amendments” (if any), “System Order”, “Authorization Form for Change of Contract” (if any), “General Terms and Conditions”;

2) “通用条款” 1.1.1 条约定的场景 B 下, 优先顺序为“其它书面修订文件”(如有)、“商务条款”、“商务条款附件”、“合同变更审批单”(如有)、“通用条款”、“系统订单”。

2) Under the situation B stipulated by 1.1.1 “General Terms and Conditions”: “Other Written Amendments” (if any), “Commercial Terms and Conditions”, “Appendices to Commercial Terms and Conditions”, “Authorization Form for Change of Contract” (if any), “General Terms and Conditions”, “System Order”.

1.2.3 本协议以中文和英文书就, 且中文与英文版本存在任何冲突, 以中文版本为准。

1.2.3 This Agreement is written in Chinese and English, and there is any conflict between the Chinese and English versions, the Chinese version shall prevail.

1.3 适用范围

1.3 Scope of application

1.3.1 甲方向乙方采购货物、服务所设立、变更、终止民事权利义务关系的条款应由本协议约定。前述货物包括但不限于: 普通商品、设备、原材料、配套产品等; 前述服务包括但不限于: 技术开发、转让、咨询等技术服务、经济分析、法律咨询、会计审计等专业性咨询及管理服务、广告、编辑及翻译、平面设计、会展筹办、网页设计、培训及拓展、安保、运营及维护、清洁、劳务或其他服务。

1.3.1 The terms and conditions concerning establishment, change, and termination of the civil right and obligation relationship arising from the purchase of goods and services by Party A from Party B shall be stipulated in This Agreement. The aforesaid goods include but are not limited to: ordinary commodities, equipment, raw materials, auxiliary products; the aforesaid services shall include but are not limited to: technology development, transfer, consultation and other technical services, economic analysis, legal advice, accounting auditing and other professional consultation and management services, advertising, edition and translation, graphic design, exhibition preparation and organization, web design, training and expansion, security, operation and maintenance, cleaning, labor service or other services.

1.3.2 本协议不适用于:

1.3.2 This Agreement shall not be applied to:

A. 任何有关建设工程的勘察、设计、施工、监理、维

护、安装及装饰;

A. Any survey, design, construction, supervision, maintenance, installation and decoration in relation to construction project;

B. 任何有关不动产的租赁、买卖及抵押;

B. Any lease, purchase and sales, and mortgage in relation to the real estate;

C. 各种船舶、航空器、客运或货运列车的租赁或买卖;

C. Lease or purchase and sales of various types of vessels, aircrafts, passenger or freight trains;

D. 债权、股票、流通票据等证券、货币、黄金的买卖;

D. Purchase and sales of creditor's rights, stocks, negotiable instruments, and other securities, currencies and gold;

E. 根据法律规定依法不当由本协议约定的采购、买卖。

E. The procurement, purchase and sales shall not to be stipulated in This Agreement according to the laws and regulations.

1.3.3 甲乙双方在此确认, 自本协议签订之日起, 甲乙双方及其关联方之间在此之后发生的任何属于本协议“通用条款”第 1.3.1 条提到的业务合作, 均适用本协议“通用条款”的内容。除非甲方主动调整或经甲方书面同意, 甲乙双方不得对本协议“通用条款”的内容进行任何更改, 包括但不限于修订、增加或删除。

1.3.3 Both parties hereby acknowledge and confirm, any subsequent business collaboration referred to in the Article 1.3.1 of the “General Terms and Conditions” of This Agreement upon the execution of This Agreement among Party A, Party B and its affiliated party shall be automatically governed by the “General Terms and Conditions” of This Agreement. Except Party A volunteers to make any changes on its own, or upon Party A's written consent, both parties should not make any amendment, supplement or deletion to the “General Terms and Conditions” of This Agreement.

2 双方义务

2 Rights and obligation

2.1 甲方义务

2.1 Party A's obligation

2.1.1 甲方有义务依据本协议的约定向乙方支付采购价款(见下文第 11.1 条)。

Party A shall be obliged to pay the Purchase Price to Party B as stipulated herein (See Article 11.1 below).

2.2 乙方义务

2.2 Party B's obligations

2.2.1 乙方有义务依据本协议的约定, 在交付日(见下文第 5.1.1 条)于交付地点(见下文第 5.2.1 条)向甲方交付符合质量要求(见下文第 7.1 条)和/或服务

标准（见下文第 7.2 条）的采购标的（见下文第 3.1 条），并向甲方出具合格发票（见下文第 12.1.1 条）。
2.2.1 Party B shall be obligated to deliver Party A the Purchase Object (See Article 5.1.1 below) conforming to the Quality Requirements (See Article 7.1 below) and/or Service Standards (See Article 7.2 below) on the Delivery date (See Article 5.1.1 below) in the Place of Delivery (See Article 5.2.1 below), and issue the Qualified Invoice to Party A (See Article 12.1.1 below).

2.2.2 **禁止分包**。未经甲方事先书面同意，乙方不得以任何理由将本协议的全部或任何部分转包或分包给第三方。对于经甲方书面许可的转包或分包，乙方须确保受转包方/分包商不得再行转包/分包，且乙方仍应当对该部分义务的履行向甲方承担连带责任。

2.2.2 **No subcontracting**. Without the prior written consent of Party A, Party B shall not assign or subcontract all or any part of This Agreement to a third party for any reason. For the assignment or subcontracting which is approved by Party A in writing, Party B shall ensure that the assignee/subcontractor shall not further assign/subcontract, and still undertake the joint and several liabilities to Party A for the performance of such obligations.

2.2.3 **协助义务**。若甲方拟将本协议项下技术成果（见下文第 10.2.2 条）或设计/开发成果（见下文第 10.3.1 条）进行知识产权登记和保护需要乙方协助时，乙方应根据甲方的要求及时提供所需协助（包括但不限于签订相关文件或提供相关数据信息等）。

2.2.3 **Assistance obligation**. If Party A intends to implement the intellectual property right registration and protection of the Technical Achievements (See Article 10.2.2 below) or Design/Development Achievements (See Article 10.3.1 below) under This Agreement with the assistance of Party B, Party B shall promptly provide the assistance required by Party A (including but not limited to signing relevant documents or providing relevant data information).

2.2.4 **不竞争**。在本协议签订时，若乙方已为或将为甲方的竞争对手提供服务，乙方应事先书面告知甲方并取得甲方的书面同意；否则，乙方构成本协议项下重大违约（见下文第 20.2.2 条）。

2.2.4 **Non-compete**. When entering into This Agreement, if Party B has provided or will provide services to Party A's competitors, Party B shall give the written notice to Party A in advance and obtain Party A's written consent; otherwise, Party B shall be deemed as being in a material breach hereunder (See Article 20.2.2 below).

2.2.5 **最优惠待遇**。乙方承诺，就与本协议项下采购标的相同的货物/服务，乙方向甲方的报价（包括总价及单价）均不高于乙方向任何第三方的报价；即使存在正当理由且乙方已事先向甲方书面说明该等正当理由，乙方报价仍不得高于报价之时市场上同类物品的市场均价（“最优惠待遇”）。否则，乙方构成本

协议项下重大违约。

2.2.5 **Most favored treatment**. Party B makes the commitment that the price quoted by Party B to Party A (including the total price and unit price) for goods/services which are same as the Purchase Object hereunder shall not be higher than that quoted by Party B to any third party; even if there is any just cause and Party B makes written explanation of such just cause to Party A in advance, the price quoted by Party B shall not be higher than the market average price of the similar product in the market at the time of such quotation ("Most Favored Treatment"). Otherwise, Party B shall be deemed as being in a material breach hereunder.

2.2.6 **单据保留**。乙方应妥善保留本协议相关原始单据。本协议终止后五（5）年之内，若甲方因审计等需求向乙方索取与本协议相关的原始单据等文件，乙方应按照甲方要求提供。

2.2.6 **Retention of documents**. Party B shall properly retain the original documents related to This Agreement. Within five (5) years after the termination of This Agreement, if Party A makes request to Party B for the original documents and other files related to This Agreement due to auditing or other demands, Party B shall provide such documents and files as required by Party A.

2.2.7 **可持续发展原则**。乙方承诺履行本协议的各个阶段，均遵守达能集团可持续发展原则之规定（“可持续发展原则”，见本协议“通用条款附件一”）。乙方同意，甲方或甲方授权的第三方有权随时监察乙方对可持续发展原则的一贯遵守和实施；为此目的，甲方或甲方授权的第三方有权随时自由进出乙方的经营场所审计。

2.2.7 **Principle of sustainable development**. Party B makes the commitment to abide by the regulation of Danone Group on principle of sustainable development ("Principle of sustainable development"; see "Appendix 1 to "General Terms and Conditions" of This Agreement") at various phases of performance of This Agreement. Party B agrees that Party A or any third party authorized by Party A has the right to monitor Party B for consistent adherence to and implementation of the principle of sustainable development at any time: for this purpose, Party A or the third party authorized by Party A shall have the right to access to Party B's premises for auditing at any time.

3 采购标的

3 Purchase Object

3.1 采购标的

3.1 Purchase Object

3.1.1 **定义**。乙方依据本协议约定向甲方出售的货物（“标的货物”）和/或提供的服务（“标的服务”），统称采购标的（“采购标的”）。采购标的的具体内容详见本协议“商务条款”和/或“系统订单”。采购

标的包括标的货物和/或标的服务本身, 也包括本协议约定的标的附属物 (见下文第 3.2 条)。

3.1.1 Definitions. The goods (“**Object Goods**”) to be sold and/or services (“**Object Services**”) to be rendered by Party B to Party A pursuant to This Agreement shall be referred to as the Purchase Object collectively (“**Purchase Object**”). Please see “**Commercial Terms and Conditions**” and/or “**System Order**”. The Purchase Object shall include the Object Goods and/or Object Services, and the appendages thereto (See Article 3.2 below).

3.1.2 包装. 本条仅适用于采购标的货物的情况。除本协议另有约定外, 标的货物应当采取以下方式包装, 方得视为本协议项下之合格包装。包装方式应适合约定运输方式及多次搬运、装卸的需要, 并适应可能的气候的变化且具备良好的防潮、防霉、防锈、防腐蚀及抗震能力。在任何情况下, 包装方式均不能造成甲方在接收标的货物时箱件破损及/或货物散失。包装方式亦应当确保采购标的在没有任何损坏和腐蚀的情况下安全运输至交付地点。若包装内含有爆炸品、易燃物品、有毒物品、腐蚀物品、氧化剂和放射性物资等危险物资时, 必须在包装外侧以显著方式标明足以引起装卸、运输、接收和保管人员注意的危险品标志、标识及说明文字。无论采购标的是否最终为甲方所接收, 甲方均无义务向乙方返还任何已接收采购标的的包装材料。

3.1.2 Packaging. This article applies only to the purchase of the Object Goods. Except for the otherwise stipulated herein, the Object Goods shall not be deemed as the properly packed hereunder unless they are packed by the following method. The packing method shall be suitable for the transportation mode as stipulated and the need of repeated handling and loading & unloading, and shall be adapted to the possible climate change and ensure the good resistance to moisture, mildew, rust, corrosion and vibration. Under no circumstances shall the packing method result in the damage to the case and/or the loss of the goods received by Party A. The packing method shall also ensure the safe transport of the Purchase Object to the Place of Delivery without any damage or corrosion. Where the package contains dangerous materials such as explosives, inflammables, poisons, corrosives, oxidizers, radioactive materials, and etc., the labels, signs and instructions on the outside of the package shall be clearly marked in a manner sufficient to attract the attention of the personnel handling, transporting, receiving and keeping the hazardous materials. Party A shall not be obliged to return to Party B any packaging materials of the Purchase Object that have been received, whether or not the Purchase Object is ultimately accepted by Party A.

3.2 标的附属物

3.2 Appendages to object

除本协议另有约定外, 采购标的的附属物包括但不限于

于与该等标的货物/标的服务相关的任何包装服务、运输服务、安装服务、调试服务、维护保养服务及相关运单、装箱单、软件、专用工具、备品、备件 (包括保修期内的易耗品) 以及技术资料等。其中, 技术资料指有关采购标的的全部技术数据、图纸以及设计、操作、维修、检验采购标的的资料等, 包括但不限于设计、制造、安装的相关资料及采用标准、操作手册、用户手册、使用说明、维修指南或服务手册, 采购标的的质量检验报告、采购标的的质量检验证书、合格证、维修卡、保修卡、产品进出口检疫书、原产地证明书等 (“技术资料”)。

Except as otherwise provided for in This Agreement, the appendages to the Purchase Object shall include without limitation to any packaging service, transportation service, installation service, debugging service, and maintenance service in relation to such Object Goods/Object Service, as well as the relevant waybill, packing list, software, special tools, spare parts (including the consumables falling within the warranty period) and the other Technical Documents. Technical Documents means the all the Technical Documents in relation to the Purchase Object, including but not limited to the data related to design, manufacture, and installation, and the adopted standard, operation manual, user manual, operation instruction, maintenance guide or service manual, quality Inspection report of Purchase Object, quality Inspection certificate, quality certificate, repair card, warranty card, product import & export quarantine certificate, and certificate of origin of the Purchase Object (“**Technical Documents**”).

4 采购模式

4 Purchase mode

4.1 甲乙双方可约定采取以下方式之一进行采购:

4.1 Both parties reach the agreement on the purchase by one of the following modes:

4.1.1 一次性采购

4.1.1 One-off purchase

在一次性采购模式下, 乙方应当依据本协议 “商务条款” 和/或 “系统订单” 之约定, 按照甲方要求, 在交付日将采购标的交付至甲方指定交付地点。

In the mode of one-off purchase, Party B shall, in accordance with the provisions in “**Commercial Terms and Conditions**” and/or “**System Order**” of This Agreement, deliver the Purchase Object to the Place of Delivery as designated by Party A on the Delivery date as required by Party A.

4.1.2 固定期限采购

4.1.2 Fixed term purchase

在固定期限采购模式下, 乙方应当在约定的期限内依据 “商务条款” 和/或 “系统订单” 之约定, 按照甲方要求, 在交付日将采购标的交付至甲方指定的交付地点。

In the mode of fixed term purchase, Party B shall, in accordance with the “**Commercial Terms and Conditions**” and/or “**System Order**”, deliver the Purchase Object to the Place of Delivery as designated by Party A on the Delivery date as required by Party A within time limit.

4.2 “系统订单”的生效

除本协议另有约定外,“系统订单”在双方加盖公章后生效。“系统订单”未尽事宜,以本协议“商务条款”(如有)、“通用条款”之约定为准。

4.2 Effectiveness of the “System Order”.

Except for the otherwise stipulated herein, the “**System Order**” shall come into effect upon the common seals of both parties. Unaccomplished elements of the “**System Order**” shall be subject to the “**Commercial Terms and Conditions**” (if any), “**General Terms and Conditions**” of This Agreement.

5 交付

5 Delivery

5.1 交付日期

5.1 Date of Delivery

5.1.1 乙方应当依据本协议约定的或甲方书面指定的日期向甲方交付采购标的 (“交付日”)。若约定的交付时间为期间的,乙方应向甲方书面确认具体的交付日期后进行交付。在任何情况下,乙方不得延迟或提前交付。

5.1.1 Party B shall deliver the Purchase Object to Party A on the date as stipulated in This Agreement as designated by Party A in writing (“**Date of Delivery**”). If the time of Delivery as agreed is a period of time, Party B shall make Delivery after confirming the specific Delivery date in writing to Party A. Under no circumstances shall Party B delay the Delivery or make Delivery ahead of time.

5.1.2 无论甲方指定的交付日为特定日期或期间,乙方均应在采购标的装运或准备交付(采购标的无需装运的)前至少提前二十四(24)小时书面通知甲方,以便甲方作好接收准备。否则,因乙方未提前通知甲方从而无法按时交付,造成的全部损失和可能的风险由乙方自行承担。

5.1.2 No matter the Delivery date designated by Party A is a specific date or a period of time, Party B shall notify Party A in writing at least twenty-four (24) hours before the Purchase Object is shipped or ready for shipment (shipment of Purchase Object is not required), so that Party A can make preparation for receipt. Otherwise, all the losses and possible risks arising from the failure to deliver the products as a result of Party B's failure to notify Party A in advance shall be borne by Party B.

5.2 交付地点

5.2 Place of Delivery

5.2.1 乙方应当在本协议约定的或甲方书面指定的交付地点向甲方交付采购标的 (“交付地点”)。若本协议未约定具体交付地点的,乙方应向甲方书面确认具体的交付地点后进行交付。

5.2.1 Party B shall deliver the Purchase Object to Party A at the Place of Delivery (“**Place of Delivery**”) as stipulated in This Agreement. If the specific Place of Delivery is not stipulated in This Agreement, Party B shall make Delivery after confirming the specific Place of Delivery with Party A in writing.

5.2.2 若乙方对交付地点有任何要求,则须在本协议中具体约定。否则,视为乙方无条件接受甲方指定的交付地点。

5.2.2 If Party B makes any requirement for the Place of Delivery, it shall be stipulated in This Agreement. Otherwise, Party B shall be deemed as unconditionally accepting the Place of Delivery as designated by Party A.

5.3 交付方式

5.3 Mode of Delivery

5.3.1 通常情况下,乙方在交付日按照本协议约定将采购标的转移至交付地点,经甲方接收后视为交付 (“交付”)。

5.3.1 Under normal circumstances, Party B shall transfer the Purchase Object to the Place of Delivery as stipulated herein on the Date of Delivery, which shall be deemed as Delivery upon the Acceptance by Party A (“**Delivery**”).

5.3.2 若本协议明确约定或经甲方书面确认或乙方有义务移交与采购标的有关单证的,乙方可通过交付采购标的的提取单证以完成交付。

5.3.2 If This Agreement stipulates clearly or Party A confirms in writing, or Party B is obligated to handover the documents in relation to the Purchase Object to Party B, Party B may complete the Delivery by submission of the Delivery documents for the Purchase Object.

5.3.3 采购标的为无需以有形载体交付的电子信息产品或技术成果、设计/开发成果的,乙方依据本协议约定,将电子信息产品之电子复制件、技术成果咨询报告、软件密钥、权利凭证、设计/开发成果原件等以甲方确认之方式给予甲方并经甲方检验/验收合格(见下文第 8.6.1 条)后视为交付。

5.3.3 If the Purchase Object is an electronic information product or Technical Achievement or design/development achievement not to be delivered in the tangible carrier, Party B shall give the electronic copies of the electronic information products, consultation report of Technical Achievement, software key, document of title, and original copy of the design/development achievement by the mode as confirmed by Party A in accordance with This Agreement, which shall be deemed as delivered when

passing the Inspection/Acceptance by Party A (See Article 8.6.1 below).

5.3.4 采购标的包含货物及相关安装服务的, 乙方依据本协议约定, 完成货物之安装后视为交付。

5.3.4 If the Purchase Object includes the goods and relevant installation services, they shall be deemed as delivered when Party B completes the installation of the goods in accordance with This Agreement.

5.3.5 采购标的的具体交付方式以本协议的约定为准。

5.3.5 The specific mode of Delivery for the purchase shall be that as stipulated in This Agreement.

5.4 交付对象

5.4 Delivery objects

5.4.1 交付对象应为本协议约定的全部采购标的和/或相关单证。在固定期限采购模式下, 特定生效“系统订单”项下交付对象应为该生效“系统订单”项下约定的采购标的。

5.4.1 The Delivery object shall be all the Purchase Objects and/or relevant documents as stipulated in This Agreement. In the mode of Fixed term purchase, the Delivery object under a specific effective “System Order” shall be the Purchase Object as stipulated under such effective order.

5.4.2 若乙方交付的标的货物数量大于本协议约定的数量, 甲方有权接收或者拒绝接收多交的部分。若甲方选择接收多交部分的, 可依据本协议或当次订单约定的价格支付采购价款; 甲方拒绝接收多交部分的, 应当及时通知乙方。

5.4.2 If the quantity of goods delivered by Party B is more than that as stipulated herein, Party A shall have the right to accept or refuse to accept the excessive quantity. If Party A chooses to accept the excessive quantity, Party A may make the payment for purchase at the price as stipulated in This Agreement or the current effective “System Order”; if Party A refuses to accept, Party A shall notify Party B immediately.

5.4.3 保管。若甲方已收到多交部分, 但准备按照本协议“通用条款”第 5.4.2 条的约定退回的, 应根据实际情况采取合理措施以保全货物。甲方有权代为保管或交由第三方保管多交部分 (“代为保管”), 乙方应当向甲方支付代为保管期间的合理费用, 且甲方代为保管期间多交部分货物毁损灭失的风险由乙方自行承担。

5.4.3 Storage. Where Party A has received the excessive quantity but intended to return it according to Article 5.4.2 of “General Terms and Conditions” of This Agreement, Party A shall take reasonable measures to preserve the goods according to the actual situation. Party A shall have the right to store the excessive quantity on behalf or deliver to the third party for storage of the excessive quantity (“Storage on Behalf”), and Party B shall pay Party A the reasonable costs incurred

during the period of Storage on Behalf, and Party B shall take the risk in damage to or loss of the excessive goods occurring within the period of Storage on Behalf.

6 所有权及风险

6 Ownership and risks

6.1 所有权

6.1 Ownership

6.1.1 采购标的的所有权自乙方将采购标的交付甲方后转移给甲方。

6.1.1 The ownership to the Purchase Object shall be passed to Party A when Party B delivers the Purchase Object to Party A.

6.1.2 尽管有上述约定, 若采购标的为特定物的, 甲方自本协议签订之日起享有采购标的之所有权。特定物的具体定义及内容以“其它书面修订文件”为准。

6.1.2 Notwithstanding the foregoing provisions, if the Purchase Object is the specific goods, Party A shall be entitled to the ownership to the Purchase Object from the date of This Agreement. The specific definition and contents for the specific goods shall be subject to the “Other Written Amendments”.

6.1.3 若采购标的包含货物及相关安装服务的, 采购标的之货物所有权自乙方将货物运抵交付地点后转移给甲方。

6.1.3 If the Purchase Object includes the goods and related installation services, the ownership to the goods under the Purchase Object shall be passed to Party A when Party B delivers the goods to the Place of Delivery.

6.1.4 若采购标的为技术成果和/或设计/开发成果的, 采购标的之知识产权自验收合格之日起转移给甲方。

6.1.4 If the Purchase Object is Technical Achievement and/or design/development achievement, the intellectual property of the Purchase Object shall be passed to Party A from the date on which it passes the Acceptance.

6.1.5 在任何情况下, 乙方应当按时向甲方交付采购标的, 不得保留采购标的的所有权, 不得留置采购标的。

6.1.5 In any case, Party B shall deliver the Purchase Object to Party A on schedule, but shall not keep the ownership to the Purchase Object, and retain the Purchase Object.

6.2 风险

6.2 Risks

6.2.1 在任何情况下, 采购标的的毁损、灭失的风险 (“风险”), 在乙方将采购标的交付甲方之前由乙方承担, 交付之后由甲方承担。

6.2.1 In any case, the risks in loss of or damage to the Purchase Object (“Risks”) shall be assumed by Party B before Party B delivers the Purchase Object to Party A, and assumed by Party A after the Delivery.

6.2.2 尽管有上述约定,若采购标的包含货物的相关安装服务的,直至乙方完成安装调试并通过甲方检验之前,风险由乙方承担,但甲方应尽到合理的注意义务。

6.2.2 Notwithstanding the foregoing provisions, if the Purchase Object includes the relevant installation services of the goods, Party B shall assume the Risks until the commencement of installation and debugging by Party B and passing the Inspection/Acceptance by Party A, but Party A shall take reasonable duty of care.

6.2.3 若采购标的为特定物的,虽然甲方自本协议签订之日起享有采购标的之所有权,但在采购标的交付之前,因甲方并不实际占有且无法利用采购标的,乙方仍应承担标的物毁损和灭失的风险。

6.2.3 If the Purchase Object is the specific goods, although Party A is entitled to the ownership to the Purchase Object from the date of This Agreement, Party B shall take the risk in damage to and loss of the Purchase Object prior to the Delivery of the Purchase Object because Party A does not actually possess and cannot utilize the Purchase Object.

7 质量要求、服务标准及专业人员

7 Quality Requirements, Service Standards, and Professional Personnel

7.1 质量要求。标的货物应当符合本协议的质量要求。乙方提供的采购标的的质量说明(如有)所包含的任何质量要求,以及针对采购标的所适用的现行有效及已经公布而将要生效的地方和国家法律、法规强制性规定、国家标准、行业标准、地方标准和团体标准或双方协商一致所采用的企业标准,若有冲突的,以要求最高的为准(“质量要求”)。

7.1 Quality Requirements. The Object Goods shall conform to the Quality Requirements of This Agreement. Any quality requirement contained in the quality instruction to the Purchase Object (if any) to be provided by Party B, as well as the compulsory provisions of the current local and national laws and regulations, national standards, industrial standards, local standards, and group standards which shall apply to the Purchase Object, and have been promulgated and will come into effect, as well as the corporate standards adopted through negotiation between both parties; in case of any conflict, the standard with the highest requirement shall prevail (“Quality Requirements”).

7.2 服务标准。采购标的之服务应当符合服务标准。采购标的之服务标准,指包括本协议明确约定的服务标准,乙方服务手册(如有)所包含的服务标准,乙方企业服务标准,以及乙方在本协议项下的履约行为所适用的现行有效及已经公布而将要生效的地方和国家法律、法规强制性规定、国家标准、行业标准、地方标准和团体标准或双方协商一致所采用的企业标准,若有冲突的,以要求最高的为准(“服务标准”)。

7.2 Service Standards. The service for the Purchase Object shall conform to the Service Standards. The Service Standards for the Purchase Object shall include the Service Standards as defined in This Agreement, the Service Standards contained in Party B's service manual (if any), Party B's corporate Service Standards, as well as the compulsory provisions of the current local and national laws and regulations, national standards, industrial standards, local standards, and group standards which shall apply to the performance under This Agreement, and have been promulgated and will come into effect, as well as the corporate standards adopted through negotiation between both parties; in case of any conflict, the standard with the highest requirement shall prevail (“Service Standards”).

7.3 乙方专业人员。乙方履行本协议项下义务之专业人员应当为乙方合法员工,且应当具有履行本协议项下义务所需之必要资质和经验(“专业人员”)。双方可在“系统订单”和/或“商务条款”(如有)和/或“商务条款附件”(如有)中具体约定提供采购标的的专业人员名单以及资质经验要求。若双方在“系统订单”和/或“商务条款”(如有)和/或“商务条款附件”(如有)之中指定专业人员的,除非经甲方事先书面同意,乙方不得随意更换双方指定的专业人员。

7.3 Party B's Professional Personnel. Party B's Professional Personnel responsible for the performance of the obligations hereunder shall be Party B's legal Employees, and shall have such qualifications and experiences as necessary for performance of the obligations hereunder (“Professional Personnel”). If both parties appoint the Professional Personnel in the “System Order” and/or “Commercial Terms and Conditions” (if any) and/or “Appendices to Commercial Terms and Conditions” (if any), Party B shall not change the Professional Personnel appointed by both parties at will without the prior written consent of Party A.

8 检验和验收

8 Inspection and Acceptance

8.1 无论采取何种采购模式,就乙方的每一次交付的采购标的,甲方在支付采购价款前,有权亲自或指定第三方检验机构对采购标的进行验收(“验收”),以确认采购标的是否符合质量要求和服务标准。

8.1 Regardless of the purchase mode, with regard to each Purchase Object delivered by Party B, Party A shall, prior to the payment of the Purchase Price, have the right to personally or to designate a third-party Inspection agency to accept the Purchase Object (“Acceptance”), in order to confirm whether the Purchase Object conforms to the Quality Requirements and the Service Standards.

8.2 为使甲方能够正常地对采购标的物进行验收,乙方交付采购标的之时,应将技术资料随同采购标的交付甲方。甲方在验收过程中,如果发现没有合格证(或

质量保证书) 和必要的技术资料, 则有权拒付这部分采购标的的货款, 并应将采购标的妥善保管, 乙方应及时将技术材料补送给甲方。超过双方约定的交付期限补交的, 即构成逾期交付 (见下文第 20.1 条)。

8.2 For the purpose of normal Acceptance of the Purchase Object by Party A, Party B shall deliver the Technical Documents together with the Purchase Object to Party A upon the Delivery of such Purchase Object. In the process of Acceptance, if Party A finds that the quality certificate (or quality warranty certificate) and necessary Technical Documents are not available, Party A shall have the right to refuse to make payment of the Purchase Price for such Purchase Object, and shall keep the Purchase Object properly, and Party B shall timely redeliver the Technical Documents to Party A. The re-Delivery beyond the time limit as stipulated by both parties shall be deemed to constitute the overdue Delivery (see Article 20.1 below).

8.3 若标的货物被列入《中华人民共和国进出口商品检验法》第四条规定的必须实施检验的进出口商品目录, 除应根据相关法律法规由商检机构实施检验之外, 甲方有权根据本协议“通用条款”第 8.1 条进行第二次检验。

8.3 If the Object Goods are included in the catalogue of import and export commodities subject to Inspection as stipulated in Article 4 of the “Law of the People’s Republic of China on Import and Export Commodities Inspection”, Party A shall have the right to conduct the second Inspection in accordance with Article 8.1 in “General Terms and Conditions” of This Agreement in addition to the Inspection to be carried out by commodity Inspection agency in accordance with relevant laws and regulations.

8.4 如验收表明采购标的符合质量要求和/或服务标准, 则检验的费用 (如有) 由甲方承担, 反之由乙方承担。

8.4 If Acceptance indicate that the Purchase Object conforms to the Quality Requirements and/or Service Standards, the Inspection charge (if any) shall be borne by Party A; if not, such Inspection charge (if any) shall be borne by Party B.

8.5 检验期间

8.5 Inspection Period

8.5.1 除本协议另有约定外, 就乙方每一次交付之采购标的, 甲方可用于验收的期间为九十(90)个工作日 (“验收期间”)。本协议项下约定的检验期间短于法律、行政法规规定的检验期间的, 以法律、行政法规规定的为准。

8.5.1 Except for the otherwise stipulated herein, the period for Acceptance by Party B for any Purchase Object delivered by Party B shall be ninety (90) working days (“Acceptance Period”). If such Acceptance Period as stipulated hereunder is shorter than

that as stipulated in laws and administrative regulations, which stipulated in laws and administrative regulations shall prevail.

8.5.2 甲方应当在检验期间内将乙方所交付之采购标的不符合本协议约定的数量、质量要求和服务标准的情形通知乙方。乙方知道或者应当知道采购标的不符合本协议约定的数量、质量要求和服务标准的, 甲方不受验收期间的限制。

8.5.2 Within the Inspection Period, Party A shall notify Party B of the nonconformance of the Purchase Object to be delivered to the quantity and Quality Requirements and the Service Standards as stipulated in This Agreement. Where Party B knows or shall know the nonconformance of the Purchase Object to the quantity and Quality Requirements and Service Standards as stipulated in This Agreement, Party A shall not be subject to the restriction of such Inspection Period.

8.5.3 若采购标的包含货物及相关安装、调试等服务的, 包括但不限于成套设备、机电仪器、特种设备等, 甲方可在货物全部安装调试完成后对采购标的进行验收, 该期间不受上述验收期间的限制。

8.5.3 If the Purchase Object contains the goods and relevant installation, debugging and other services, including but not limited to complete sets of equipment, mechanical and electrical instruments, and special equipment, Party A may accept the Purchase Object after the completion of the installation and debugging of the goods, such period shall not be subject to any restriction of such Acceptance Period.

8.6 验收合格

8.6 Passing Acceptance

8.6.1 除本协议“通用条款”第 8.5.2 条的约定除外, 采购标的通过验收后, 并经甲方或甲方指定的第三方检验机构出具书面合格证明的 (由甲方确认是否必要), 视为验收合格 (“验收合格”)。

8.6.1 Except as stipulated in Article 8.5.2 of “General Terms and Conditions” of This Agreement, if the Purchase Object passes the Acceptance, and Party A or the third-party Inspection agency appointed by Party A issues the written certificate of conformance (Party A confirms whether it is necessary), it shall be deemed as passing the Acceptance (“Passing Acceptance”).

8.6.2 标的货物被列入《中华人民共和国进出口商品检验法》第四条规定的必须实施检验的进出口商品目录, 甲方可根据商检机构出具检验合格的检验证单作为书面合格证明; 但甲方要求第二次检验的, 验收合格以本协议“通用条款”第 8.6.1 条的约定为准。

8.6.2 If the Object Goods are included in the catalogue of import and export commodities subject to Inspection as stipulated in Article 4 of the "Law of the People's Republic of China on Import and Export Commodities Inspection", Party A may take the Inspection certificate issued by the commodity Inspection agency for passing the Inspection as the written certificate of conformance; however, if Party A makes the requirement for second Inspection, the passing of the Acceptance shall be subject to Article 8.6.1 of "General Terms and Conditions" of This Agreement.

8.6.3 除以上方式外, 甲方支付采购价款、确认价款数额、使用采购标的或履行本协议项下甲方任何义务的, 均不视为采购标的的检验/验收合格。

8.6.3 Except for the aforesaid modes, the payment of the Purchase Price, the confirmation of the price amount, the use of the Purchase Object by Party A, or the performance of Party A's any obligation under This Agreement shall not be deemed as the Purchase Object passing the Inspection / Acceptance.

9 质量保证及保修

9 Quality guarantee and warranty

9.1 质量保证期。除本协议另有约定外, 乙方交付的采购标的的质量保证期为自采购标的的验收合格之日起二(2)年 ("质量保证期")。本协议项下约定的质量保证期间短于法律、行政法规规定的质量保证期间的, 以法律、行政法规规定的为准。

9.1 Quality Guarantee Period. Except for the otherwise stipulated herein, the Quality Guarantee Period for Purchase Object delivered by Party B shall be two (2) years from the date on which the Purchase Object passes the Acceptance ("Quality Guarantee Period"). If the Quality Guarantee Period as stipulated hereunder is shorter than that as stipulated in laws and administrative regulations, which stipulated in laws and administrative regulations shall prevail.

9.2 质量保证金。除本协议另有约定外, 甲方有权保留采购价款的百分之十(10%)作为质量保证金 ("质量保证金")。在质量保证期内, 若乙方未及时解决采购标的的质量问题而影响采购标的的价值或者使用效果的, 则质量保证金不予退还。

9.2 Quality Guarantee Deposit. Except for the otherwise stipulated herein, Party A shall have the right to reserve ten percent (10%) of the Purchase Price as the Quality Guarantee Deposit ("Quality Guarantee Deposit"). Within the Quality Guarantee Period, if Party B fails to solve the quality problem in the Purchase Object in time, affecting the value or use effect of the Purchase Object, the Quality Guarantee Deposit shall not be refunded.

9.3 质量异议

9.3 Quality Objection

9.3.1 质量保证期间, 若甲方对采购标的的质量提出异

议的 ("质量异议"), 乙方应当按照甲方之要求免费及时修理、维护、补救和/或更换采购标的。若乙方未按要求予以修理/补救或者因情况紧急, 甲方有权自行或委托第三人修理、维护、补救和/或更换采购标的; 由此发生的全部费用, 甲方有权自质量保证金中扣收, 质量保证金不足以覆盖甲方全部直接和间接损失的, 乙方还应当对不足部分依据本协议之约定承担责任。

9.3.1 Within the Quality Guarantee Period, if Party A raises an objection to the quality of the Purchase Object ("Quality Objection"), Party B shall repair, maintain, remedy and/or replace the Purchase Object immediately and free of charge as required by Party A. If Party B fails to repair/remedy as required or the situation is urgent, Party A shall have the right to personal or authorize the third party to repair, maintain, remedy and/or replace the Purchase Object, and to deduct all the costs incurred thereby from the Quality Guarantee Deposit. If the Quality Guarantee Deposit is not sufficient to cover all the direct and indirect losses incurred to Party A, Party B shall be liable for the insufficient amount according to provisions hereof.

9.3.2 质量保证期间, 若乙方对甲方提出的质量异议存在异议, 应当在收到质量异议之日起十(10)日内或者在甲方规定的期限内, 自行委托第三方质量检验机构对采购标的是否存在质量瑕疵及相关瑕疵是否系因甲方原因导致等事项进行检验。但乙方委托的第三方质量检验机构, 应当事先得到甲方的书面认可。乙方仅向甲方提出异议但未在本条约定的期限内委托第三方检验的, 视为乙方认可甲方的质量异议。

9.3.2 Within the Quality Guarantee Period, if Party B dissents the Quality Objection raised by Party A, Party B shall, within ten (10) days after receiving the Quality Objection or within the time limit as stipulated by Party A, authorize the third-party quality Inspection agency independently to inspect whether there is any quality defect in the Purchase Object and whether relevant defect is caused for any reason attributable to Party A. However, the third-party quality Inspection agency authorized by Party B shall be approved by Party A in writing in advance. Where Party B just raises objection to Party A but does not authorize the third party to inspect within the time limit as stipulated herein, Party B shall be deemed as recognizing the Quality Objection raised by Party A.

9.3.3 根据第三方质量检验机构所出具检验报告, 若甲方有责任的, 则由双方按照责任比例分摊检验机构的费用; 若甲方无责任的, 则由乙方承担全部费用。

9.3.3 According to the Inspection report issued by the third party quality Inspection agency, if Party A shall take liability, the cost incurred to the third party Inspection agency shall be allocated between both parties in proportion to the liability; if party A shall not take liability, party B shall bear all of such cost.

9.3.4 质量保证期间届满, 乙方承诺以最优惠价格向甲方继续提供采购标的有偿保修服务。

9.3.4 Upon the expiration of the Quality Guarantee Period, Party B undertakes to render the paid warranty service for Purchase Object to Party A at the most favored price.

10 知识产权

10 Intellectual property rights

10.1 甲方知识产权

10.1 Party A's Intellectual Property Rights

10.1.1 为履行本协议, 甲方可能授权乙方在履行本协议项下乙方义务所必需的范围使用甲方所有的商标、标识、作品、技术资料、技术成果等 (“甲方知识产权”), 具体以甲方出具的授权书为准。

10.1.1 In order to fulfill This Agreement, Party A may authorize Party B to use all the trademarks, logos, works, Technical Documents, and Technical Achievements owned by Party A (“Party A's Intellectual Property Right”) to the extent necessary for performance of Party B's obligations under This Agreement, which shall be subject to the letter of authorization issued by Party A.

10.1.2 在本协议有效期及甲方授权期限内, 乙方应严格按照本协议以及授权书之约定使用甲方知识产权。本协议终止后, 乙方不得以任何方式使用甲方知识产权。10.1.2 Within the term of This Agreement and the term of Party A's authorization, Party B shall use Party A's Intellectual Property Right strictly in accordance with the provisions of This Agreement and the letter of authorization. Upon the termination of This Agreement, Party B shall not use Party A's Intellectual Property Right in any way.

10.2 技术成果归属

10.2 Ownership of Technical Achievements

10.2.1 除本协议另有约定外, 乙方在本协议履行过程中利用甲方提供的技术资料和工作条件完成的技术成果归属甲方所有。

10.2.1 Except for otherwise stipulated herein, the Technical Achievements made by Party B with the Technical Documents and working conditions provided by Party A during the performance of This Agreement shall be owned by Party A.

10.2.2 技术成果, 指利用科学技术知识、信息和经验做出的涉及产品、工艺、材料及其改进等的技术方案, 包括专利、专利申请、技术秘密、计算机软件、集成电路布图设计、植物新品种等 (“技术成果”)。

10.2.2 Technical Achievements mean the technical solutions made with scientific and technical knowledge, information and experience involving products, processes, materials and their improvements, including patent, patent application, technical secret, computer software, integrated circuit layout design, new variety of plant (“Technical Achievement”).

10.3 委托设计/开发服务

10.3 Commissioned Design/Development Service

10.3.1 若在本协议中, 甲方委托乙方进行设计/开发服务的 (“设计/开发服务”), 则就本协议项下设计/开发服务之设计/开发成果及其中可分离使用的任何部分 (包括但不限于任何素材和元素) 及其组合 (“设计/开发成果”), 相关所有知识产权均归属于甲方, 在本协议签订前已经属于公有领域的成果或为非甲方权利的除外。

10.3.1 If Party A commissions Party B to carry on the Design/Development Service (“Design/Development Service”) under This Agreement, all the intellectual property rights in the Design/Development Achievements and any separable part thereof (including but not limited to any material and element) and combinations thereof (“Design/Development Achievements”) for the Design/Development Services under This Agreement shall be owned by Party A, except for the achievements owned by the public or Non-Party A's Rights before This Agreement is entered into.

10.3.2 就上述设计/开发成果, 未经甲方事先书面同意, 乙方不得再次使用、不得向第三方提供; 乙方因进行本设计/开发服务而获得的任何信息或资料, 不论是否为保密信息, 未经甲方事先书面同意, 不得引用、发表或向第三方提供, 也不得应用到其他项目之中。未经甲方事先书面同意, 乙方不得为其他方构思、设计和创作与设计/开发成果近似或相同的作品。

10.3.2 Without the prior written consent of Party A, Party B shall not reuse or provide the above Design/Development Achievements to any third party; without the prior written consent of Party A, any information or material obtained by Party B for such Design/Development Service, whether confidential or not, shall not be quoted, published or provided to a third party, nor applied to other projects. Without prior written consent of Party A, Party B shall not conceive, design or create works similar to or identical with the Design/Development Achievements for other parties.

10.4 非甲方权利

10.4 Non-Party A's Rights

10.4.1 若任何设计/开发成果涉及乙方在本协议签署之前已有的和/或第三方的知识产权和/或其他权利 (“非甲方权利”), 乙方承诺就非甲方权利, 自该设计/开发成果交付日起, 授予甲方全球范围内的、不可撤销的、无限期的、可自由转让的、可自由分许可的、无须支付任何性质许可费的、可以任何方式 (包括是否署名和署名的方式、名义) 在任何载体上进行任何自由使用 (包括但不限于复制、使用、修改、和披露等) 的许可, 并保证甲方的前述使用不会受到乙方和/或第三方的任何限制和阻碍, 且甲方无须向乙方和/或第三方取得任何口头或书面或其他形式的许可、批准或向乙方和/或第三方予以通知。

10.4.1 If any design/development achievement involves the intellectual property right and/or other rights owned by Party B and/or any third party before This Agreement is entered into (“Non-Party A’s Rights”), Party B undertakes to grant Party A the worldwide, irrevocable, indefinite, freely assignable, freely sub-licensable license to freely use (including but not limited to reproduction, use, amendment and disclosure) the Non-Party A’s Rights on any carrier by any means (including whether the signature is borne, and the mode and name of such signature) without payment of the royalty fee in any nature from the Delivery date of the Design/Development Achievements, and guarantees that the above use by Party A will not be subject to any restriction and obstruction by Party B, and Party A is not required to obtain any oral or written or other forms of license and approval from Party B and/or any third party, or to notify Party B and/or any third party.

10.4.2 为避免歧义, 乙方确认前述非甲方权利的许可范围包括但不限于: 甲方可以任何方式对设计/开发成果进行自由使用和处置, 包括但不限于对设计/开发成果进行修改、改编、发表、复制、传播、翻译等以及将设计/开发成果用于广告、产品宣传、网站、包装印刷、软件、海报、媒体(新闻、录像、广播)等场合。

10.4.2 To avoid any ambiguity, Party B hereby confirms that the aforesaid license scope of Non-Party A’s Rights shall include without limitation to the free use and disposal of the Design/Development Achievements by Party A in any way, including but not limited to the modification, adaptation, publishing, reproduction, communication, translation of the Design/Development Achievements, as well as the use of the Design/Development Achievements for advertising, product promotion, website, packing and printing, software, poster, media (news, video, radio), and etc.

10.4.3 乙方理解和同意, 甲方不希望本协议的履行涉及非甲方权利。若乙方的设计/开发服务将涉及非甲方权利, 乙方应在本协议中予以事先书面明确列明或应事先书面通知甲方并取得甲方的事先书面同意后方可用于履行本协议。若甲方未给予或拒绝给予前述书面同意, 乙方必须保证乙方对本协议的履行不涉及非甲方权利。

10.4.3 Party B understands and agrees that Party A expects the performance of This Agreement not to involve Non-Party A’s Rights. If Party B’s Design/Development Services will involve Non-Party A’s Rights, Party B shall specify clearly in writing in This Agreement or notify Party A in writing in advance, and obtain Party A’s prior written consent before performing This Agreement. If Party A fails to give or refuse to give the above written consent, Party B must guarantee that Party B’s performance of This Agreement shall not involve the Non-Party A’s Rights.

10.4.4 若本协议未书面明确或乙方未并取得甲方的事先书面同意, 则视为本协议项下设计/开发成果不涉及非甲方权利。对于不涉及非甲方权利的设计/开发成果, 其相关所有的知识产权适用本协议“通用条款”第10条之约定归甲方所有。

10.4.4 If it is not specified in writing in This Agreement or Party B fails to obtain Party A’s prior written consent, the Design/Development Achievements hereunder shall not be deemed as involving Non-Party A’s Rights. All the intellectual property rights related to design /development achievements that will not involve Non-Party A’s Rights shall be governed by Article 10 in “General Terms and Conditions” of This Agreement and owned by Party A.

11 采购价款

11 Purchase price

11.1 定义

11.1 Definition

11.1.1 除本协议另有约定外, 本协议项下采购价款为甲方向乙方支付的、乙方履行本协议约定义务的全部最终费用, 包括但不限于乙方成本费、材料费、包装费、装卸费、运输费、销售利润以及进行调查研究、分析论证、试验测定等所需费用、履行本协议所需知识产权许可费用、相关任何税收、相关任何第三方费用、保险费、任何类型的风险及责任、相关乙方雇员和/或乙方供应商的劳动/劳务报酬、差旅费、加班费等 (“采购价款”)。

11.1.1 Except as otherwise stipulated herein, the Purchase Price under This Agreement means all the ultimate costs to be paid by Party A to Party B for the performance by Party B of the obligations hereunder, including but not limited to Party B’s cost, cost of materials, packing charge, handling charge, transport cost, profit from sales, and the costs and expenses incurred for investigation & research, analysis and demonstration, test and measurement, royalty fee for intellectual property right required for performance of This Agreement, any relevant tax, any relevant third-party fee, insurance premium, risk and responsibility in any type, and the labor/labor service remuneration, travel expense, and overtime salary incurred to Party B’s employee and/or Party B’s supplier (“Purchase Price”).

11.1.2 在固定期限采购模式下, 采购价款可能为每一份生效“系统订单”所载明之采购价款。

11.1.2 In the mode of fixed term purchase, the Purchase Price may be that as specified in each effective “System Order”.

11.2 固定价格。

11.2 Fixed price

除本协议另有约定外, 采购价款为不得额外增减之固定价格。除非事先向甲方书面汇报并经甲方书面回复同意, 乙方不得在采购价款之外向甲方收取任何额外

费用。乙方对本协议项下采购标的制造、采购、销售和/或成本管理有充分的经验,并已经就本协议所涉交易开展前期调研并做出独立判断;对本协议项下采购价款约定为固定价格,乙方认可其充分的事实基础及合理性,并特此确认乙方已充分注意、理解并接受本条款之内容。

11.2 Except for the otherwise stipulated herein, the Purchase Price shall be a fixed price without any additional increase or decrease. Party B shall not charge Party A any additional fee other than the Purchase Price without the written report to Party A and the written replay from Party A for approval. **Party B shall have sufficient experience in manufacturing, purchase, sales and/or cost management of the Purchase Object under This Agreement, and conducted the preliminary investigation and research and made the independent judgment on the transaction as contemplated in This Agreement; the Purchase Price hereunder is specified as a fixed price, and Party B acknowledges its full factual basis and rationality, and hereby confirms that Party B has paid full attention to, understood and accepted the contents of this article.**

11.3 金额

11.3 Amount

采购价款之具体金额及支付安排以本协议“商务条款”和/或“系统订单”所约定的为准。

The specific amount and the payment arrangement of the Purchase Price shall be subject to those as stipulated in “Commercial Terms and Conditions” and/or the “System Order” of This Agreement.

11.4 杂费或第三方收费

11.4 Incidental fee or third-party charge

11.4.1 若双方约定由甲方承担除采购价款外的任何杂费或第三方收费的,应在本协议之中明确约定。在任何情况下,该等杂费或第三方收费的发生应当经过甲方书面确认,否则甲方无须承担。

11.4.1 If both parties agree that Party A shall bear any other incidental fee or third-party charge other than the Purchase Price, it shall be stipulated expressly in This Agreement. In any case, the incurrence of such incidental fee or third-party charge shall be confirmed by Party A in writing; otherwise, Party A shall not bear such incidental fee or third-party charge.

11.4.2 若甲方直接支付该等杂费或第三方收费的,乙方应按照本协议“通用条款”第 12.2.5 条之约定准备相关证明材料并按照甲方公司流程申请付款。

11.4.2 If Party A directly pays such incidental fee or third party charge, Party B shall prepare relevant supporting materials as stipulated in Article 12.2.5 in “General Terms and Conditions” of This Agreement and apply for payment according to Party A’s procedures.

11.4.3 若乙方先行垫付该等杂费或第三方收费的,则乙方应当按照本协议“通用条款”第 12.2.5 条的约定,将杂费或第三方收费的原始票据及相关证明材料与合格发票一同向甲方提交。

11.4.3 If Party B advances such incidental fee or third party charge, Party B shall submit the original voucher and the relevant supporting evidences for such incident fee or third party charge together with the Qualified Invoice to Party A in accordance with Article 12.2.5 in “General Terms and Conditions” of This Agreement.

12 支付与发票

12 Payment and invoice

12.1 支付方式. 甲乙双方可在本协议中约定采取以下支付方式之一。

12.1 Mode of payment. Both parties may agree to adopt one of the following modes of payment in This Agreement.

12.1.1 一次性支付. 乙方按照本协议约定如期完成采购标的交付并经甲方检验合格后,乙方可向甲方提出书面支付要求并向甲方出具形式内容合法有效且数额正确的发票(“合格发票”),甲方应在发票日起四十五(45)日内向乙方支付采购价款。

12.1.1 Payment in a lump sum. After Party B completes the Delivery of the Purchase Object on schedule as stipulated in This Agreement and passes the Acceptance by Party A, Party B may make the written request of payment to Party A, and issue the invoice with legal and effective form and content and in the correct amount (“Qualified Invoice”) to Party A; Party A shall pay the Purchase Price to Party B within forty five (45) days since the invoice is issued.

12.1.2 逐案结算. 在固定期限采购模式下,就特定生效“系统订单”项下的采购标的,乙方按照当次生效“系统订单”的约定如期完成采购标的交付并经甲方验收合格后,乙方可向甲方提出书面支付要求并向甲方出具形式内容合法有效且数额正确的发票,甲方应在发票日起四十五(45)日内向乙方支付采购价款。

12.1.2 Case-by-case settlement. In the mode of Fixed Term Purchase, for the Purchase Object under the specific effective order, after Party B completes the Delivery of the Purchase Object on schedule as stipulated in current effective “System Order” and passes the Acceptance by Party A, Party B may make the written request of payment to Party A, and issue the invoice with legal and effective form and content and in the correct amount to Party A; Party A shall pay the

Purchase Price to Party B within forty five (45) days since the invoice is issued.

12.1.3 逐月结算. 乙方于每月固定日期之前向甲方出具账单 (“账单日”), 列明上月发生的所有甲方采购价款明细, 并出具合格发票, 甲方应在发票日起四十五 (45) 日内向乙方支付采购价款。每月采购价款的实际数额, 根据实际履行中乙方如期完成交付并经甲方验收合格的采购标的、乙方违约责任 (如有) 和双方另行书面达成一致的奖惩 (如有) 进行相应增减, 若与账单所列数额不同, 乙方在下月账单和发票中须进行相应调整并在账单列明调整明细。

12.1.3 Monthly settlement. Party B shall issue a bill to Party A prior to the fixed date of each month (“Bill Day”), indicating the details of all the Purchase Prices for Party A in the previous month and issue a Qualified Invoice. Party A shall pay the Purchase Price to Party B within forty five (45) days since the invoice is issued. The actual amount of the monthly Purchase Price shall be increased or decreased according to the Purchase Object delivered by Party B on schedule and passing the Acceptance by Party A in the actual performance, Party B’s liability for breach of agreement (if any), and the reward and punishment as otherwise agreed by both parties in writing. If it is different from the amount as set forth in the bill, Party B shall make adjustment accordingly in the bill and invoice of the next month and indicate the details of such adjustment in the bill.

12.1.4 分期支付. 在分期支付模式下, 在本协议单约定的特定阶段的支付条件成立后 (“阶段支付条件”), 乙方可向甲方提出书面支付要求, 并出具合格发票。甲方在收到该支付要求和合格发票后审查阶段支付条件是否成立, 若该阶段支付条件不成立, 应当书面通知乙方; 若该阶段支付条件成立, 则甲方应在发票日起四十五 (45) 日内向乙方支付采购价款。

12.1.5 Payment by installments. In the mode of payment by installments, Party B may make written request of payment to Party A and issue the Qualified Invoice when the term of payment is valid for specific phase as stipulated in This Agreement (“Term of Phase Payment”). Party A shall, upon receipt of such request of payment and Qualified Invoice, examine whether the Term of Phase Payment is valid or not. If the term of payment term is not valid, Party A shall notify Party B in writing. If valid, Party A shall pay the Purchase Price to Party B within forty five (45) days since invoice is issued.

12.1.6 预付款支付. 甲方应在合同签订后向乙方支付采购价款, 乙方应在收到采购价款后五 (5) 日内向甲方出具形式内容合法有效且数额正确的发票。

12.1.6 Payment in advance. Party A shall pay the Purchase Price to Party B after signing of This Agreement. Party B shall issue the invoice with legal and effective form and content and in the correct amount to Party A within five (5) days after receipt of the Purchase Price.

12.1.7 除本协议另有约定外, 乙方已经取得甲方或甲方指定的第三方检验机构出具的书面验收合格证明是甲方付款的前提性条件, 乙方申请付款时应当提交书面合格证明之复印件作为附件。

12.1.7 Except for otherwise stipulated herein, the fact that Party B has obtained the written certificate of Acceptance issued by Party A or a third-party Inspection agency as appointed by Party A is a precondition for payment by Party A. Party B shall submit a copy of the written qualification certificate as an appendix when applying for payment.

12.2 发票

12.2 Invoice

除本协议另有约定外, 乙方应当按照以下原则向甲方出具发票:

Except for otherwise stipulated herein, Party B shall issue an invoice to Party A in accordance with the following principles:

12.2.1 若乙方为增值税一般纳税人/小规模纳税人, 乙方应当出具税务机关依据相关税收法规认定税率的增值税专用发票。

12.2.1 If Party B is a general payer/small-scale payer for the value-added tax, Party B shall issue the special value added tax at the tax rate recognized by the tax authority in accordance with relevant tax laws and regulations.

12.2.2 若乙方为境外公司, 乙方应当出具符合甲方对外支付的形式要求的发票, 并提供相应的支持文件和其他甲方要求的信息。

12.2.2 If Party B is an overseas company, Party B shall issue an invoice in conformity with Party A’s requirements for form of external payment, and provide the relevant supporting documents and other information required by Party A.

12.2.3 在乙方出具合格发票之前, 甲方有权拒绝支付所有应付款项而不承担任何逾期付款责任。

12.2.3 Before Party B issues the Qualified Invoice, Party A shall have the right to refuse to pay all the amounts payable without any liability for overdue payment.

12.2.4 乙方应当在发票出具后五(5)个工作日内将发票原件正本通过特快专递方式向甲方送达, 若乙方出具的是电子发票的, 则应当在发票出具后五(5)个工作日内将电子发票通过邮件方式向甲方送达。否则, 乙方应承担由此导致的甲方迟延付款所产生的任何后果。

12.2.4 Party B shall deliver the original invoice to Party A via courier service within five (5) working days after the issuance of the invoice. If Party B issues an electronic invoice, Party B shall send the electronic invoice to Party A by mail within five (5) working days after the issuance of the invoice. Otherwise, Party B shall be liable for any consequences caused by Party A's delay in payment.

12.2.5 若本协议中明确约定除采购价款外, 甲方承担任何杂费或第三方收费的, 则乙方应当保留所有杂费或第三方收费所对应的原始票据及相关证明材料, 并应当将原始票据与合格发票一同向甲方提交。甲方有权随时对报销款项进行审计, 以确认报销款项之真实性、合法性以及是否满足甲方的报销标准。

12.2.5 If it is expressly stipulated in This Agreement that Party A shall bear any incidental fee or third-party charge in addition to the Purchase Price, Party B shall keep the original bills and relevant supporting materials corresponding to all such incidental fees or third-party charges, and shall submit such original bill and Qualified Invoice to Party A. Party A shall have the right to audit the reimbursement amount at any time to confirm the authenticity and legality of such reimbursement amount and whether the reimbursement standards Party A satisfied with.

13 协议期限

13 Term of agreement

甲乙双方可在本协议中约定采取以下协议期限之一。

Both parties may stipulate in This Agreement that one of the following terms shall be adopted.

13.1 一次性。本协议有效期限自本协议生效之日起, 至双方在本合同项下权利义务履行完毕之日届满。

13.1 One-off. The validity term of This Agreement shall start from the effective date of This Agreement and expire on the date when both parties fulfil their rights and obligations hereunder.

13.2 固定期限。本协议有效期限以本协议所约定的固定期限为准。

13.2 Fixed term. The validity term of This Agreement shall be subject to the fixed term as stipulated in This Agreement.

14 声明与保证

14 Representations and warranties

14.1 甲方声明并保证:

14.1 Party A makes the representations and warranties:

14.1.1 甲方为根据中国法律设立并有效存续的有限责任公司。

14.1.1 Party A is a limited liability company established and validly surviving according to Chinese laws.

14.1.2 甲方已采取所有必要措施取得本协议的签订、

交付及履行的授权, 有权签订并履行本协议项下的义务, 并且无须任何其他人的同意, 签订及履行本协议不违反中国法律法规及规章, 且不侵犯第三方合法权益。

14.1.2 Party A has taken all necessary measures to obtain the authorization to enter into, deliver and perform This Agreement, and has the right to enter into and perform the obligations hereunder without the consent of any other person. The entry into and performance of This Agreement shall not violate Chinese laws and regulations and rules without infringement of the legal rights and interest of the third party.

14.1.3 甲方不存在影响其履行本协议义务能力的未结诉讼或行政处罚。

14.1.3 Party A shall not be subject to any suspended litigation or administrative penalty affecting its ability to perform its obligations hereunder.

14.2 乙方声明并保证:

14.2 Party B makes the representations and warranties:

14.2.1 乙方为根据乙方所在国/地区法律设立并有效存续的组织。

14.2.1 Party B is an organization established and validly surviving according to the laws of the country/region in which Party B is located.

14.2.2 乙方所提供的企业法人营业执照 (或其他证照, 见本协议“商务条款附件一”) 截至本协议签订之日记载的乙方信息均真实、准确, 为乙方证照的最新版本。

14.2.2 The business license of enterprise legal person (or other licenses; see “Appendix 1 to Commercial Terms and Conditions” of This Agreement) provided by Party B records authentic and accurate Party B's information, and shall be the latest version of Party B's license.

14.2.3 乙方已采取所有必要措施取得本协议的签订、交付及履行的授权, 其有权签订并履行本协议项下的义务, 并且无须任何其他人的同意, 签订及履行本协议不违反中国法律法规及规章, 且不侵犯第三方合法权益。

14.2.3 Party B has taken all necessary measures to obtain the authorization to enter into, deliver and perform This Agreement, and has the right to enter into and perform the obligations hereunder without the consent of any other person. The entry into and performance of This Agreement shall not violate Chinese laws and regulations and rules without infringement of the legal rights and interest of the third party.

14.2.4 乙方不存在影响其履行本协议义务能力的未结诉讼或行政处罚。

14.2.4 Party B shall not be subject to any suspended litigation or administrative penalty affecting its ability to perform its obligations hereunder.

14.2.5 乙方已获得并拥有履行服务及继续营业所必需的、现行有效的全部许可。

14.2.5 Party B has obtained and owned all licenses that are currently valid and necessary for performance of services and the continuation of business.

14.2.6 乙方拥有采购标的的所有权或有权处分采购标的，不存在第三人可能就采购标的向甲方主张任何权利的情形。

14.2.6 Party B has the ownership to the Purchase Object or has the right to dispose of the Purchase Object; in no case, the third party may claim any right against Party A for the Purchase Object.

14.2.7 乙方拥有为履行本协议项下义务所需的知识产权和其他权利，对本协议的履行不侵犯任何第三方的知识产权。乙方保证设计/开发成果为乙方自行制作，具有原创性、且无任何权利瑕疵；若甲方要求，乙方须立即免费向甲方提供乙方切实开展设计/开发活动的相关记录及证明。

14.2.7 Party B has the intellectual property rights and other rights necessary for the performance of its obligations hereunder, and the performance hereof shall not infringe the intellectual property rights of any third party. Party B guarantees that the Design/Development Achievements are made by Party B itself and innovative without any defect of rights; as required by Party A, Party B shall immediately provide Party A free of charge with relevant records and evidences for Party B's design/development activities launched practically.

14.2.8 本协议签订之前，乙方已经认真踏勘、深入考察了甲方交付地点，熟悉了交付地点及周围地形、地貌、水文、地质、施工作业空间、道路等情况。本协议签订后，乙方不得以不完全了解交付地点及周边等情况为由提出任何要求（包括不限于经济补偿、调整交付进度等）。乙方勘查现场所发生的责任、风险、费用均由乙方自己承担。

14.2.8 Before entering into This Agreement, Party B has made a careful survey and in-depth investigation on Party A's Place of Delivery, and got familiar with such Place of Delivery and surrounding conditions such as topography, landform, hydrology, geology, construction work space, and road. After entering into This Agreement, Party B shall not make any request (including but not limited to economic compensation, adjustment of Delivery schedule) for the reason of not fully understanding the Place of Delivery and surrounding conditions. Party B shall bear all the responsibilities, risks and expenses incurred for survey of the site.

14.2.9 本协议签订之前，根据乙方的要求，甲方已经向乙方充分提供了与采购标的有关的所有资料和数

据；前述资料和数据，是甲方现有能使乙方利用的资料和数据，甲方对乙方由此而做出的推论、理解和结论概不负责，乙方应根据其采购标的制造、销售和/或管理的经验，自行决定签订和履行本协议的风险。本协议签订之前，乙方已经检查了甲方提供的资料和数据准确性和完整性，认为完全符合乙方切实履行本协议的需要，并且已经予以接受和采纳；本协议签订后，乙方不得以甲方提供的资料和数据准确性和完整性为由进行任何主张或抗辩。

14.2.9 Before entering into This Agreement, Party A has provided Party B with all information and data related to the Purchase Object as required by Party B; The foregoing information and data means Party A's information and data available to Party B at present. Party A is not responsible for the deduction, understanding and conclusion made by Party B. Party B shall, based on its manufacturing, sales and/or management experiences in the Purchase Object, determine the risks in entry into and performance of This Agreement at its own discretion. Before entering into This Agreement, Party B has checked the information and data provided by Party A for accuracy and completeness, and found that it is completely in line with the need of Party B to perform This Agreement and, has accepted and adopted such information and data. After entering into This Agreement, Party B shall not make any claim or defense on the grounds of the accuracy and completeness of the information and data provided by Party A.

15 进出口

15 Import and export

15.1 贸易术语。本协议项下标的货物进出口中使用的国际贸易术语，均适用本协议签订时国际商会最新制定的《国际贸易术语解释通则》(Incoterms) (“贸易术语”)。

15.1 Trade Terms. The international commercial terms used in the import and export of goods under This Agreement shall apply to the “International Rules for the Interpretation of Trade Terms” (Incoterms) formulated by International Chamber of Commerce when This Agreement is entered into (“Trade Terms”).

15.1.1 甲、乙双方应在本协议中明确约定贸易术语及港口名称（如有）；甲、乙双方约定的贸易术语须与标的货物及其运输方式相称，否则，双方应协商重新约定贸易术语。

15.1.1 Both parties shall stipulate the Trade Terms and the name of port (if any) in This Agreement; the Trade Terms stipulated by both parties shall be commensurate with the Object Goods and the mode of transport thereof; otherwise, both parties shall negotiate to re-stipulate the Trade Terms.

15.1.2 贸易术语与本协议约定不一致的，以本协议约

定为准。

15.1.2 In case of any inconsistency between the Trade Terms and This Agreement, This Agreement shall prevail.

15.2 **运输与装运。**甲、乙双方应在本协议中详细约定标的货物进出口的运输与装运条件，包括但不限于运输方式、运输单据、运输线路、装运时间、装运港、目的港、转运、装运通知。

15.2 **Transport and shipment.** Both parties shall stipulate the transport and shipment conditions for import and export of the Object Goods in detail in This Agreement, including but not limited to the mode of transportation, transport documents, transport route, time of shipment, shipment port, destination port, transshipment, shipment advice.

15.3 **采购价款及结算方式**

15.3 **Purchase Price and mode of settlement**

15.3.1 除本协议另有约定外，本协议标的货物进出口价款以人民币计价，以美元支付，具体价款应在本协议中载明。甲方所支付人民币兑美元汇率应以支付当日中国人民银行授权中国外汇交易中心公布的人民币汇率中间价为准。

15.3.1 Except for otherwise stipulated herein, the import and export price of the Object Goods hereunder shall be denominated in RMB and paid in USD, and the specific price shall be set forth in This Agreement. The exchange rate of RMB against USD paid by Party A shall be subject to the central parity of RMB published by China Foreign Exchange Trade System authorized by the People's Bank of China on the day of payment.

15.3.2 本协议项下标的货物进出口采购价款结算方式不受本协议“通用条款”第12条的限制，应以本协议“商务条款”和/或“系统订单”中所约定的为准。

15.3.2 The settlement mode of the Purchase Price for import and export of the Object Goods hereunder shall not be restricted by Article 12 of “General Terms and Conditions” of This Agreement, but subject to that as stipulated in “Commercial Terms and Conditions” of This Agreement and/or the “System Order”.

16 保密

16 Confidentiality

16.1 乙方应采取一切在商业上属合理的措施，以不低于使用其自有类似性质保密资料时所持有的谨慎注意态度对待和保护保密信息（见下文第16.2条）。乙方承诺仅向为履行本协议义务必须知晓保密信息的员工进行披露，乙方应采取必要措施以确保其服务人员和其他可能知晓本协议的员工保守秘密。未经甲方书面同意，乙方不得将保密信息透露给任何第三方，不得将保密信息用于协议之外的目的，不得将甲方列入可能公开的客户目录或名单之列。在本协议有效期内，未事先经另一方书面同意，一方不得就本协议正在进行活动的相关事项对外公布。

16.1 Party B shall take all the commercially reasonable measures to treat and protect the Confidential Information in a deliberate manner not below the level when using its own Confidential Information in a similar nature (See Article 16.2 below). Party B undertakes to make disclosure only to the Employees who are required to be aware of the Confidential Information in order to perform its obligations hereunder, and Party B shall take necessary measures to ensure that its service personnel and other Employees who may be aware of the Confidential Information shall keep secret. Without the written consent of Party A, Party B shall not disclose the Confidential Information to any third party, shall not use the Confidential Information for the purposes other than the agreement, and shall not include Party A in the catalogue or list of customer that may be made public. During the term of This Agreement, no party shall make public any information related to the ongoing activities hereunder without the prior written consent of the other party.

16.2 **保密信息。**保密信息包括在本协议的签订及履行过程中，甲方以口头或书面形式，直接地或间接地通过其关联公司、管理人员、代表、雇员、代理人、顾问等向乙方提供的有关甲方本身以及与本协议有关的资料和信息，以及乙方履行本协议所出具的咨询报告和意见以及任何工作成果（“保密信息”）。

16.2 **Confidential Information.** Confidential Information includes the data and information on Party A and in relation to This Agreement provided directly by Party A or indirectly through Party A's affiliated company, manager, representative, employee, agent, and consultant in oral or writing to Party B during the process of the execution and performance of This Agreement, as well as the consultation report and opinion proposed by Party B for performance of This Agreement and any working achievement (“Confidential Information”).

16.3 **保密期限。**乙方应在本协议有效期内及本协议终止后十（10）年内对保密信息予以保密，未经甲方书面授权，乙方不得将保密信息披露给任何第三方（“保密期限”）。

16.3 **Period of Confidentiality.** Party B shall keep the Confidential Information secret within the term of This Agreement and within ten (10) years after the termination hereof. Without written authorization of Party A, Party B shall not disclose the Confidential Information to any third party (“Period of Confidentiality”).

16.4 **返还。**本协议有效期届满后，乙方应立即依据甲方要求，返还其拥有或控制的甲方所有保密信息及其所有副本。

16.4 **Return.** Upon expiration of This Agreement, Party B shall, upon request of Party A, immediately return all the Confidential Information owned or controlled by Party A and all the copies thereof.

16.5 **销毁.** 本协议有效期届满后, 乙方应立即依据甲方要求, 对其拥有、保管或控制的与保密信息相关的所有文件及其他材料进行粉碎或焚毁, 以销毁其拥有的甲方所有保密信息, 并向甲方证明已采取上述措施。但保密信息若已根据法律或乙方内部程序并入其他文件, 则乙方应依据本协议之约定, 继续承担保密信息的保密义务。

16.5 **Destruction.** Upon expiration of This Agreement, Party B shall, upon request of Party A, immediately crush or burn all documents and other materials related to the Confidential Information owned, kept or controlled by Party B, so as to destroy all the Party A's Confidential Information owned by Party B and prove to Party A that such measures have been taken. However, if the Confidential Information has been incorporated into other documents according to laws or Party B's internal procedures, Party B shall be obligated to keep the Confidential Information secret as stipulated herein.

17 数据保护

17 Data protection

17.1 处理

17.1 Processing

17.1.1 甲方理解, 乙方出于履行本协议项下义务的唯一和独有目的, 可能在中国境内 (不包括香港、澳门、台湾) 处理 (见下文第 17.1.2 条) 甲方、甲方客户、授权机构和/或关联方向乙方提供的所有数据或乙方在履行本协议项下义务时接触、收集的所有相关数据, 包括但不限于任何可为信息系统所处理、与特定自然人相关、能够单独或通过与其他信息结合识别该特定自然人 (“数据主体”) 的个人信息 (“数据”)。

17.1.1 Party A understands that for the only and unique purpose of performance of obligations hereunder, Party B may process (see Article 17.1.2 below) all the Data provided by Party A, Party A's customer, authorized agent and/or affiliated party to Party B or all the relevant Data acquired and collected by Party B when performing the obligations hereunder within the territory of Chinese Mainland (not including Hong Kong, Macao, and Taiwan), including but not limited to any individual information (“Data”), which can be processed by information system, related to specific natural person, and used individually or together with other information to identify such specific natural person (“Data Subject”).

17.1.2 为本条款之目的, “处理”指任何一项或多项针对单一数据或多项数据所进行的操作行为, 包括但不限于任何收集、记录、组织、构造、存储、调整、更改、检索、分析、使用、公开、散布、排列或组合、限制、删除、销毁等行为。

17.1.2 For the purpose of this article, “Processing” means one or more operation behaviors for single or multiple Data, including but not limited to any collection, recording, organization, construction, storage, adjustment, alteration, retrieval, analysis, use, publicity, spreading, arrangement or combination, limitation, deletion, and destruction.

17.1.3 乙方处理数据, 应当遵循合法、正当、必要的原则, 公开处理规则, 明示处理信息的目的、方式和范围, 并经甲方及数据主体明示同意。

17.1.3 When Processing Data, Party B shall abide by the principles of legality, justice and necessity and the rule of public Processing, and express the purpose, mode and scope of the information Processing, and obtain the express consent of Party A and the Data Subject.

17.1.4 乙方不得处理与本协议目的无关的数据, 并应当依照法律、行政法规的规定和本协议的约定处理数据。

17.1.4 Party B shall not process the Data irrelevant to the purpose hereof and shall process Data in accordance with laws, administrative regulations and provisions hereof.

17.2 安全及保密

17.2 Security and confidentiality

17.2.1 保密。乙方应当按照本协议第 17 条的规定, 对其处理的数据严格保密, 并建立健全数据保护制度。

17.2.1 Confidentiality. Party B shall, keep the Data it processes strictly confidential in accordance with Article 17 hereof, and establish and improve the Data protection system.

17.2.2 安全。乙方应当采取技术措施和其他必要措施, 确保数据安全, 防止数据泄露、毁损、丢失。在发生或者可能发生数据泄露、毁损、丢失的情况时, 应当立即采取补救措施, 及时告知甲方及数据主体。未经甲方及数据主体同意, 不得向他人提供数据。

17.2.2 Security. Party B shall take technical measures and other necessary measures to ensure Data security and protect Data from disclosure, damage and loss. In case of the occurrence or possible occurrence of Data disclosure, damage and loss, remedial measures shall be taken immediately and Party A and Data Subject shall be informed in time. No Data shall be provided to others without the consent of Party A and the Data Subject.

17.2.3 删除及更正。甲方和/或数据主体发现乙方违反法律、行政法规的规定或者本协议的约定处理数据的, 有权要求乙方立即删除数据; 发现乙方处理的数据有错误的, 有权要求乙方立即予以更正。乙方应当立即采取措施予以删除或者更正。

17.2.3 Deletion and correction. If Party A and/or the Data Subject finds that Party B processes Data in violation of the provisions of laws and administrative regulations or the provisions of This Agreement, Party A

and/or such Data Subject shall have the right to request Party B to delete the Data immediately. If any error is found in the Data processed by Party B, Party A shall have the right to request Party B to correct it immediately. Party B shall take the measures to delete or correct it immediately.

17.2.4 退还和销毁。在本协议终止或甲方出具书面要求的情况（以在先发生者为准）下，乙方应当确保立即停止一切对数据的处理并向甲方退还数据，或者根据甲方指示，销毁所有数据。如果相关法律、行政法规不允许乙方销毁数据，则乙方不得将数据用于除适用本协议规定之外的任何用途，并且始终应遵守本协议的约定。

17.2.4 Return and destruction. In the event that This Agreement is terminated or Party A issues a written request (Whichever occurs earlier), Party B shall ensure that any Processing of the Data shall be stopped immediately and the Data shall be returned to Party A, or all the Data shall be destroyed at Party A's direction. If the relevant laws and administrative regulations do not allow Party B to destroy the Data, Party B shall not use the Data for any purpose other than that as stipulated herein and shall always comply with the provisions of This Agreement.

18 保险

18 Insurance

18.1 乙方应当就本协议为乙方、乙方员工、乙方合作伙伴、乙方的转包商（如有）、分包商（如有）等因违反本协议义务而给甲方或其他任何第三方可能造成的所有损失进行投保；若采购标的为货物，则乙方应当为采购标的投保产品责任险、产品质量保证险或足以充足赔偿乙方违约责任的其他险种（“乙方保险”）。

18.1 Party B shall insure all losses that may be caused to Party A or any other third party due to the breach of its obligations under This Agreement by Party B, Party B's Employees, Party B's partners, Party B's assignees (if any) and subcontractors (if any); if the Purchase Object is goods, Party B shall effect and maintain product liability insurance, product quality warranty insurance, or other insurances sufficient for adequate compensation for Party B's liability for breach of agreement for the Purchase Object ("Party B's Insurance").

18.2 乙方可自行选择合理的具有上述功能的险种和保险金额，但保额不得低于采购标的对应的采购价款，乙方保险范围应当涵盖人身伤害、财产损失及间接损失，应当在本协议有效期内持续有效。产品责任险或其他类似保险应当在采购标的的合理使用年限内保持有效。

18.2 Party B may choose reasonable type of insurance with aforesaid functions and amount of insurance by itself, but the coverage of insurance shall not be less than

the Purchase Price corresponding to the Purchase Object. The scope of Party B's Insurance shall cover personal injury, property loss and indirect loss, and shall remain valid for the term of This Agreement. Product liability insurance or other similar insurances shall remain valid within the reasonable life of the Purchase Object.

18.3 在任何情况下，乙方为本协议以及本协议项下采购标的所投保的保险金额不应低于本协议采购价款之金额，且甲方有权随时要求乙方提供相关保险证明。

18.3 In no case, the amount of coverage insured by Party B for This Agreement and the Purchase Object hereunder shall be less than that of the Purchase Price hereunder, and Party A shall have the right to require Party B to provide the relevant insurance certificate at any time.

18.4 保险费用。投保费用无论是否已经包含在采购价款中，均由乙方自行承担。乙方从上述保险中所得的保险金，应全部优先用来履行乙方在本协议项下的合同义务以及违约责任。

18.4 **Insurance premium.** The insurance premium, whether included in the Purchase Price or not, shall be paid by Party B. All the insurance proceeds obtained by Party B from the above insurances shall be used first to fulfill Party B's contractual obligations and liabilities under This Agreement.

19 危机事件管理与应对

19 Crisis Event management and response

19.1 若甲方和/或乙方的企业、员工、产品、用户、品牌等的人身权益、财产利益和/或商业信誉等遭到严重威胁或者已经遭受损害，且在通过新闻媒体或者社交媒体等渠道为社会公众所知晓且可能引起进一步广泛关注，即属于本协议所称“危机事件”。

19.1 If the personal rights and interests, property interest, and/or business reputation in Party A's and/or Party B's enterprises, employees, products, and brands are threatened severely or have been damaged, and are known to the public through the news media and social media and other channels and may draw the further attention, it shall be deemed as the "Crisis Event" hereunder.

19.2 乙方应建立健全内部危机管理体制及流程。乙方了解并知悉，作为甲方供应商，任何与乙方相关的危机事件，无论其性质是否与本协议相关，都可能导致对甲方声誉及商业信誉的损害。

19.2 Party B shall establish and improve the internal crisis management system and process. Party B shall understand and known as Party A's supplier that any Crisis Event related to Party B, whether or not related to This Agreement in nature, may cause damage to Party A's reputation and business credit.

19.3 在发生危机事件的情况下，乙方应当立即向甲

方通报相关情况，同时积极采取措施控制危机事件可能导致的损失及不利影响（“危机应对措施”）。若甲方认为危机事件的应对与处理可能关系到甲方的各项权益的，应当及时通知乙方；乙方接获通知后，应当在采取危机应对措施之前先行征求甲方的同意。甲方亦有权自行采取适当的危机应对措施，乙方应积极予以配合。

19.3 In case of the Crisis Event, Party B shall notify Party A of the relevant situation immediately and take active measures (“Crisis Response Measures”) to control the losses and adverse effects that may be caused by the Crisis Event. If Party A considers that the response to and handling of the Crisis Event may be related to Party A’s rights and interests, it shall timely notify Party B; upon receipt of the notice, Party B shall first seek the consent from Party A before taking Crisis Response Measures. Party A shall also have the right to take appropriate Crisis Response Measures by itself, and Party B shall actively cooperate with it.

19.4 尽管有前款之规定，在发生危机事件的情况下，未经甲方事先书面同意，乙方均不得作出与本协议或与甲方的关系相关的任何公开声明、通信、广告、新闻稿等其他公开信息。

19.4 Notwithstanding the provisions in the preceding paragraph, in the event of a Crisis Event, Party B shall not make any public statement, communication, advertisement, press release or other public information related to This Agreement or the relationship with Party A without prior written consent of Party A.

19.5 因乙方违反本条之约定而导致的甲方损失及扩大的损失，包括甲方采取危机应对措施而支出的合理费用如法律顾问费用、甲方为平息危机事件而先行向第三方垫付的合理补偿费用等，乙方均应当向甲方承担违约损害赔偿赔偿责任。

19.5 Party B shall bear the compensation liability for breach of agreement to Party A for the loss and extended loss incurred to Party A arising from Party B’s violation of this article, including reasonable expenses paid by Party A for Crisis Response Measures to be taken, such as legal counsel fees and reasonable compensation expenses advanced by Party A to a third party to settle the Crisis Event.

20 违约责任

20 Liability for breach of agreement

20.1 甲方违约责任

20.1 Party A’s liability for breach of agreement

若甲方无正当理由逾期未支付采购价款，且经乙方书面催告后五个工作日内仍拒不支付的，每逾期一日，应当就未支付的采购价款承担 0.1% 的逾期付款违约金（“逾期付款违约金”）。本协议另有约定的除外。If Party A fails to pay the Purchase Price within the time limit without just cause and refuses to pay within five

working days after receiving the written notice from Party B, Party A shall pay a penalty equal to 0.1% of the overdue payment for each day overdue (“Penalty for Overdue Payment”), except for the otherwise stipulated herein.

20.2 乙方违约责任

20.2 Party B’s liability for breach of agreement

20.2.1 逾期交付。若乙方有以下逾期交付行为的，应当承担相应的逾期交付违约金（“逾期交付违约金”）：

20.2.1 Overdue Delivery. In case of the following overdue Delivery, Party B shall pay the Penalty for Overdue Delivery accordingly (“Penalty for Overdue Delivery”):

A. 乙方逾期未交付采购标的的，每逾期一日，应当就未交付的采购标的所对应的采购价款承担 0.1% 的逾期交付违约金。

A. If Party B fails to deliver the Purchase Object within the time limit, it shall pay the Penalty for Overdue Delivery equal to 0.1% of the corresponding price of the Purchase Object for each day overdue.

B. 乙方或交付采购标的未通过检验/验收的，应当在甲方指定的合理期限内重新交付符合质量要求/服务标准的采购标的，并就未验收合格的采购标的所对应的采购价款承担每日 0.1% 的逾期交付违约金。

B. If Party B or delivered Purchase Object fails to pass the Acceptance, it shall, within a reasonable period specified by Party A, re-deliver the Purchase Object in conformity with the Quality Requirements/Service Standards, and shall pay the Penalty for Overdue Delivery equal to 0.1% of the price of the Purchase Object for every overdue day corresponding to Purchase Object failing to pass the Inspection/Acceptance.

C. 若某一批次或阶段的采购标的未交付或交付未通过检验/验收，影响到甲方对其他批次的采购标的的正常使用，则乙方应当就所有受影响的采购标的所对应的采购价款的承担每日 0.1% 的逾期交付违约金。

C. If the Purchase Object in certain batch or phase is not delivered or fails to pass the Inspection/Acceptance, affecting the normal use by Party A of the Purchase Object in other batches, Party B shall pay the Penalty for Overdue Delivery equal to 0.1% of the price of the Purchase Object for every overdue day corresponding to Purchase Object so affected.

20.2.2 重大违约。若乙方有下列行为的，构成本协议项下重大违约，乙方应当承担本协议项下采购价款总额的 30% 的违约金，且甲方有权解除本协议：

20.2.2 Material breach of contract. The following acts conducted by Party B shall constitute a material breach of contract hereunder, and Party B shall pay the penalty equal to 30% of the total Purchase Price hereunder, and Party A shall have the right to terminate This Agreement:

- A. 乙方逾期未交付采购标的, 且甲方催告后五(5)个工作日内仍未交付的;
- A. Party B fails to deliver the Purchase Object within the time limit, and refuses to deliver within five (5) working days after receiving the notice from Party A;
- B. 乙方交付的采购标的不符合质量要求/服务标准, 经甲方验收不合格的, 甲方催告后五(5)个工作日内未能重新交付符合质量要求/服务标准的采购标的的;
- B. If the Purchase Object delivered by Party B does not conform to the Quality Requirements/Service Standards and fails to pass the Acceptance by Party A, Party B fails to redeliver the Purchase Object in conformity with the Quality Requirements/Service Standards within five (5) working days after receiving the written notice from Party A;
- C. 乙方交付的采购标的不符合质量要求/服务标准, 导致甲方合同目的无法实现, 直接或间接造成甲方经济损失和/或合同履行后可以获得的利益损失的;
- C. The Purchase Object delivered by Party B does not conform to the Quality Requirements/Service Standards, leading to the failure of Party A to achieve the purpose of contract, and directly or indirectly causing economic loss and/or the loss of profits that can be gained after the performance of the contract;
- D. 乙方为提供本协议项下服务而安排的专业人员缺乏必要资质的;
- D. The Professional Personnel arranged by Party B for the provision of services under This Agreement have no necessary qualifications;
- E. 未经甲方书面同意, 乙方更换双方指定的专业人员或将本协议的任何部分/全部进行转包或分包的;
- E. Without written consent of Party A, Party B replaces the Professional Personnel appointed by both parties or assigns or subcontracts any part / all of This Agreement;
- F. 乙方已为或将为甲方的竞争对手提供服务, 且未事先书面告知甲方并取得甲方的事先书面同意;
- F. Party B has provided or will provide services to Party A's competitor without informing Party A in writing and obtaining the prior written consent of Party A;
- G. 有明确证据显示第三人已就或可能就采购标的主张权利的;
- G. There is clear evidence proving that a third party has or may claim rights in respect of the Purchase Object;
- H. 乙方向甲方的报价不是本协议约定的最优惠待遇的;
- H. The price quoted by Party B to Party A is not the Most Favorable Treatment as stipulated herein;
- I. 乙方明确表示或以行为表明其将拒绝履行本协议

项下义务的;

I. Party B expressly indicates or indicates by its behavior that it will refuse to perform its obligations hereunder;

J. 乙方与第三方串通损害甲方利益的;

J. Party B colludes with a third party to damage Party A's interests;

K. 乙方停业或无法支付到期债务, 或乙方财产或经营的实质性部分被政府或司法机关扣押、控制或管理, 或乙方进入破产程序、解散程序或清算程序, 或乙方控制权发生变化的;

K. Party B closed down or is unable to pay due debts, or a substantial part of Party B's property or operation is detained, controlled or managed by the government or the judicial authorities, or Party B enters into bankruptcy, dissolution or liquidation procedures, or the right to control Party B is changed;

L. 乙方存在其他违反本协议约定义务, 或严重违反本协议声明与保证, 致使本协议目的无法实现, 构成本协议项下之重大违约的其他情形。

L. Any other breach of obligations hereunder or serious breach of representations and warranties hereunder by Party B results in the non-achievability of the purpose hereof and constitutes a material breach hereunder.

20.2.3 固定期限采购模式下重大违约。在固定期限采购模式下, 若乙方就任何一份生效的“系统订单”发生本协议“通用条款”第 20.2.2 条所述情形的, 甲方有权解除该生效的“系统订单”所对应的协议, 且乙方应当承担协议项下生效的“系统订单”累计采购价款总额的 **30%** 的违约金。

20.2.3 Major breach of contract in the mode of fixed term purchase. In the mode of purchase to order, with regard to any effective “System Order”, if Party B falls into the circumstance as set forth in Article 20.2.2 of “General Terms and Conditions” of This Agreement, Party A shall have the right to terminate the agreement corresponding to this effective “System Order”, and Party B shall pay the penalty equal to **30%** of the total accumulative Purchase Price in the effective “System Order” under the agreement.

20.3 合理费用。违反本协议合同义务的一方 (“违约方”) 应承担另一方 (“守约方”) 因防止违约方造成的损失扩大而支出的合理费用。

20.3 Reasonable expenses. The party in breach of its obligations hereunder (“Breaching Party”) shall pay reasonable expenses incurred by the other party (“Non-breaching Party”) to prevent further losses caused by the Breaching Party.

20.4 赔偿损失。若本协议约定的违约金不足以赔偿守约方因违约方的违约行为所受到的全部损失的, 违约方在按照本协议约定支付违约金后, 还应当赔偿守

约方因此遭受的全部损失。

20.4 Compensation for loss. If the liquidated damages as specified herein are insufficient to compensate the Non-breaching Party for all losses caused by the Breaching Party, the Breaching Party shall, after paying the liquidated damages as specified herein, compensate the Non-breaching Party for all losses caused thereby.

20.5 损失赔偿额。本条明确约定本协议项下损失赔偿额的计算方法。

20.5 Amount of compensation for loss. The calculation method for amount of compensation for loss hereunder is specified in this article clearly.

20.5.1 在甲方违约的情况下，损失赔偿额=甲方逾期付款金额对应的按照中国人民银行同期同类人民币贷款基准利率计算的资金占用成本+乙方为主张损失赔偿所实际发生的包括律师费、公证费、诉讼费、仲裁费等的法律费用-乙方因甲方违约取得的利益或避免的费用/损失。

20.5.1 In case of Party A's breach of contract, the amount of compensation for loss = cost of capital occupation calculated at benchmark interest rate for RMB loan published by the People's Bank of China for the same period corresponding to the amount of overdue payment made by Party A + legal fees actually incurred to Party B to make claim for loss compensation including attorney's fees, notary fee, litigation fee, and arbitration fee - benefits acquired or cost/loss avoided by Party B due to Party A's breach of contract.

20.5.2 在乙方违约的情况下，损失赔偿额=若本协议正常履行甲方原本可以取得的利润+（若因乙方违约导致甲方就其与第三方的合同发生违约）若第三方合同正常履行甲方原本可以取得的利润+甲方因第三方基于合同关系或侵权关系追索所实际发生的损失+甲方自行采取修理、补救、更换及委托第三方质量检验等减损措施而实际发生的费用+甲方主张损失赔偿所实际发生的包括律师费、公证费、诉讼费、仲裁费等的法律费用-甲方因乙方违约取得的利益或避免的费用/损失。

20.5.2 In case of Party B's breach of contract, the amount of compensation for loss = profit that Party A could gain if This Agreement is performed normally + profit that Party A could gain if the third-party contract is performed normally (Party A's breach of the contract with a third party due to Party B's breach of contract) profit + loss actually incurred to Party A due to recourse by a third party based on the contractual relationship or infringement relationship + cost actually incurred to Party A for measures taken to reduce loss such as repair, remedy, replacement and the quality Inspection by a third party under commission + legal fees actually incurred to Party A to make claim for loss compensation including attorney's fees, notary fee, litigation fee, and arbitration fee - benefits acquired or cost/loss avoided by Party A due to Party B's breach of contract.

20.6 第三方责任

20.6 Third party liability

20.6.1 若因采购标的不符合质量要求/技术标准导致使用采购标的的第三方造成损失，或因采购标的存在缺陷造成第三方人身或财产损害的，应当由乙方按照中国法律法规的相关规定负责修理、更换、退货、赔偿损失。若甲方已代为修理、更换、退货、赔偿损失的，乙方应当向甲方赔偿甲方因此而受到的全部损失，包括但不限于甲方向第三方支付的补偿、赔偿款项，甲方进行修理、更换、退货而付出的成本，以及甲方因此而支出的律师费、诉讼/仲裁费、调查费等其他任何费用。

20.6.1 In case of the loss incurred to the third party using the Purchase Object due to nonconformance of the Purchase Object to the Quality Requirements/technical standards, or the personal injury or property damage to the third party due to the defect in the Purchase Object, Party B shall be responsible for repair, replacement, returning of goods and indemnity for loss according to the relevant provisions of Chinese laws and regulations. If Party A has repaired, replaced, returned the goods, and indemnified for loss, Party B shall make compensation to Party A for all the losses incurred to Party A arising therefrom, including but not limited to the compensation and indemnification paid by Party A to the third party, the costs for repair, replacement and returning of goods by Party A, as well as any other expense including the attorney's fees, litigation/arbitration fee and survey fee.

20.6.2 乙方应为履行本协议的员工或任何第三方雇员（“员工”）提供并维护安全的工作环境，并在履行本协议的过程中实施良好的安全保护，对员工开展相应的风险培训；若员工因履行本协议而受到侵害并向甲方主张损害赔偿的，甲方有权依据本协议“通用条款”第 20.6.3 条向乙方追偿。

20.6.2 Party B shall provide and maintain a safe working environment for its personnel or third party's Employees ("Employees") responsible for performance of This Agreement, and implement good safety protection during the performance of This Agreement, and offer the corresponding risk training for the Employees; if an employee is harmed in the performance of This Agreement and claims the compensation damages against Party A, Party A shall have the right to claim compensation against Party B in accordance with Article 20.6.3 of the "General Terms and Conditions" of This Agreement.

20.6.3 第三方对采购标的主张权利, 或乙方因履行本协议而侵害任何第三方权利, 第三方向甲方主张损害赔偿的, 乙方应当赔偿甲方因此而受到的全部损失, 包括但不限于甲方向第三方支付补偿、赔偿款项, 以及甲方因此而支出的律师费、诉讼/仲裁费、调查费等其他任何费用。

20.6.3 Where the third party claims the right for Purchase Object, or Party B infringes any right of the third party due to the performance of This Agreement, and the third party claims for damage compensation against Party A, Party B shall compensate Party A for all the losses incurred to Party A, including but not limited to the compensation and indemnification paid by Party A to the third party, as well as any other expense paid by Party A as a result including the attorney's fees, litigation/arbitration fee and survey fee.

20.7 责任款项的支付

20.7 Payment of Liability Sum

20.7.1 除本协议另有约定外, 就本协议项下一方须支付的任何违约金、逾期付款违约金或逾期交付违约金、损失赔偿、合理费用及第三方责任补偿、赔偿款项等 ("责任款项"), 应支付责任款项的一方应当在收到对方关于要求支付责任款项的书面通知之日起三十个(30)个工作日内付清。

20.7.1 Except for otherwise stipulated herein, for any penalty, Penalty for Overdue Payment, or Penalty for Overdue Delivery, loss compensation, reasonable expense and the third party liability compensation, compensation sum ("Liability Sum") to be paid by a Party under This Agreement, the party who shall pay such liability shall pay off within thirty (30) working days after receiving the written notice on payment of Liability Sum from the other party.

20.7.2 若乙方违反本协议项下约定的, 甲方有权暂停支付所有采购价款, 直至乙方按照本协议约定弥补其违约行为且完成全部责任款项的支付。甲方有权在书面通知乙方后, 将采购价款与乙方责任款项抵销。

20.7.2 If Party B violates the provision hereunder, Party A shall have the right to suspend the payment of all the Purchase Prices until Party B makes up for its breach according to This Agreement and completes the payment

of all the Liability Sums. Party A shall have the right to set off the Purchase Price against Party B's Liability Sum upon written notice to Party B.

21 协议终止

21 Termination of agreement

21.1 协商解除. 甲乙双方协商一致并经双方书面确认后, 可以解除本协议。

21.1 Termination through negotiation. This Agreement may be terminated through the negotiation between both parties and confirmed by both parties in writing.

21.2 通知解除. 除本协议另有约定外, 甲方提前三十(30)天书面通知乙方, 即可解除协议, 本协议自书面解除通知依据本协议的约定送达 (见下文第 24.4 条) 乙方之日起第三十天终止。

21.2 Termination by notice. Except for otherwise stipulated herein, Party A may terminate the agreement by giving a thirty (30) days written notice to Party B. This Agreement shall be terminated on the thirtieth day after the written notice is served on Party B in accordance with the provisions of This Agreement (see Article 24.4 below).

21.3 违约解除. 除本协议另有约定外, 乙方发生本协议 "通用条款" 第 20.2.2 条所列重大违约情形的, 甲方有权立即解除本协议并有权追究乙方违约责任, 本协议自甲方书面解除通知依据本协议的约定送达乙方之日终止。

21.3 Termination for breach of contract. Except for the otherwise stipulated herein, if Party B commits any material breach of contract as set forth in Article 20.2.2 of the "General Terms and Conditions" of This Agreement, Party A shall have the right to terminate This Agreement immediately and hold Party B liable for breach of This Agreement. This Agreement shall be terminated when the written notice is served on Party B in accordance with the provisions of This Agreement.

21.4 解除效力

21.4 Effect of termination

21.4.1 若本协议依据 "通用条款" 第 21.1 条或第 21.2 条解除的, 就乙方已经实际交付且经过甲方验收合格之采购标的, 甲方依据本协议的约定支付相应的采购价款, 且乙方继续依照本协议约定就上述采购标的承担质量保证及保修义务。其他本协议项下双方尚未履行的义务终止履行。

21.4.1 if This Agreement is terminated according to Article 21.1 or Article 21.2 of the “General Terms and Conditions”, with regard to the Purchase Object delivered actually by Party B and passing the Acceptance by Party A, Party A shall pay the relevant Purchase Price as stipulated in This Agreement, and Party B shall undertake the quality guarantee and warranty obligations for aforesaid Purchase Object as stipulated herein. The performance of the other obligations not performed hereunder shall be terminated.

21.4.2 本协议依据“通用条款”第 21.3 条解除的, 则甲方无须向乙方支付任何采购价款, 且甲方有权要求乙方返还其已支付的全部采购价款, 并承担相应的违约责任。若乙方要求甲方返还采购标的, 乙方应当自行承担因此产生的全部费用及风险。

21.4.2If This Agreement is terminated in accordance with Article 21.3 of the “General Terms and Conditions”, Party A shall not pay any Purchase Price to Party B, and Party A shall have the right to require Party B to return all the paid Purchase Prices and shall be liable for breach of contract accordingly. If Party B requires Party A to return the Purchase Object, Party B shall bear all the expenses and risks arising therefrom.

21.5 乙方配合义务。本协议因任何理由解除或终止时, 乙方应无偿地配合甲方、提供协助, 并采取任何合理措施以确保本协议的终止及其后果对甲方的影响降到最小。

21.5 Party B's obligation of cooperation. If This Agreement is rescinded or terminated for any reason, Party B shall, without any charge, cooperate with Party A and provide assistance, and take any reasonable measure to ensure that the termination of This Agreement and its consequences have minimal impact on Party A.

22 不可抗力

22 Force Majeure

22.1 定义。不可抗力指不能预见、不能避免并不能克服的客观情况 (“不可抗力”)。受不可抗力事件影响的一方应立即将不可抗力事件的发生及情况通知另一方, 并提供相应的证据。

22.1 Definition. Force Majeure means the unforeseeable, unavoidable and unconquerable objective circumstances (“Force Majeure”). The party affected by Force Majeure event shall notify the other party of the occurrence and conditions of the Force Majeure event immediately, and provide relevant evidence.

22.2 不可抗力期间本协议义务的履行。受不可抗力事件影响的一方因不可抗力阻碍其履行本协议义务, 其履约期限将以不可抗力持续时间进行顺延, 且因此承担延迟交付的违约责任。但是, 应采取有效措施减少或消除不可抗力事件对履行本协议义务的影响, 努力在最短的时间内继续履行本协议义务。同时, 应在不可抗力持续期间继续履行未受不可抗力事件影

响的本协议义务。

22.2 Performance of obligations hereunder during period of Force Majeure. If the party affected by Force Majeure event is precluded from performing its obligations hereunder, its performance term shall be extended for the duration of the event and it shall not be liable for the delay of Delivery. However, effective measures shall be taken to reduce or eliminate the impact of such Force Majeure event on the performance of obligations hereunder, and efforts shall be made to continue the performance of obligations hereunder within the shortest period of time. At the same time, it shall continue to perform its obligations hereunder which are not affected by the Force Majeure event within the duration of the Force Majeure.

22.3 损失。因不可抗力事件导致的各方损失由各方自行承担。

22.3 Loss. Either party shall bear the loss incurred arising from the Force Majeure event.

22.4 终止。如不可抗力事件持续时间超过十五(15)天, 或在任何一个三十(30)天的期限内合计超过十五(15)天, 甲方可以在发出书面通知三十(30)天后终止本协议或终止受不可抗力事件影响的部分。

22.4 Termination. If the Force Majeure event lasts for more than fifteen (15) days in succession, or accumulatively for more than fifteen (15) days within any period of thirty (30) days, Party A may terminate This Agreement or the part hereof affected by the Force Majeure event within thirty (30) days after sending the written notice.

23 适用法律与争议解决

23 Governing law and settlement of dispute

23.1 适用法律。本协议的成立、效力、解释、履行、签署、修订、终止以及争议解决等, 均适用中国法律。

23.1 Governing law. The establishment, validity, interpretation, performance, signing, amendment, termination and dispute resolution of This Agreement shall be governed by Chinese law.

23.2 本协议不受《联合国国际货物销售合同公约》管辖。

23.2 This Agreement shall not be governed by “UN Convention on Contract for the International Sales of Goods”.

23.3 争议解决。除本协议另有约定外, 任何因本协议引起的争议, 由甲方所在地有管辖权的人民法院管辖。

23.3 Settlement of dispute. Except for the otherwise stipulated herein, any dispute arising from This Agreement shall be governed by the complete people's court in the place where Party A is located in.

24 通知和送达

24 Notice and service

24.1 **乙方联系人**。乙方应就协议履行指定一名乙方联系人（乙方联系人），联系人的姓名、电话以及电子邮件地址以本协议封面和/或“系统订单”的约定为准。乙方更换乙方联系人的，应当提前五(5)个工作日书面通知甲方。

24.1 **Party B's Contact Person**. Party B shall designate a Party B's Contact Person ("Party B's Contact Person") for performance of the agreement. The name, phone number and E-mail address of such Party B's Contact Person shall be subject to those as stipulated on the cover hereof and/or the "System Order". If Party B replaces its contact person, Party B shall notify Party A in writing at least five (5) working days in advance.

24.2 涉及本协议的所有通知一方必须以中文或英文的书面形式向另一方发送，若中英文表达意思不符，则以中文为准。双方接收对方书面通知的接收人及地址以本协议封面约定的送达地址为准，若有变更，一方须及时通知对方，因怠于通知导致的不利后果由怠于通知方承担。

24.2 All the notices related to This Agreement must be sent to the other party in writing in Chinese or English. In case of any discrepancy between Chinese and English text, the Chinese version shall prevail. The recipient and address of either party for receiving the written notice from the other party shall be subject to those as stipulated on the cover of This Agreement. In case of any change, either party shall notify the other party in a timely manner; the party negligent in notification shall bear the adverse effect due to the negligence in notification.

24.3 除本协议另有约定外，本协议封面（如有）和/或“系统订单”所列双方联系地址、联系人及联系方式，是通知可以送达的地址（“送达地址”）。为避免异议，双方同意，若本协议项下纠纷诉至人民法院，前述送达地址亦为相关诉讼程序中的默认送达地址。

24.3 Except for the otherwise stipulated herein, the contact address, contact person and contact information of the parties as set forth on the cover hereof (if any) and/or the "System Order" shall be the address ("Service Address") at which the notice may be served. In order to avoid the ambiguity, both parties agree that if a dispute under This Agreement is brought to the people's court, the aforesaid Service Address shall also be the default Service Address in the relevant proceedings.

24.4 以下情形视为送达：

24.4 It shall be deemed as served in the following cases:

24.4.1 一方发出的短信、微信、电子邮件，在一方正正确填写另一方地址且未被系统退回情况下，视为到达对方系统，即视为送达；

24.4.1 Any short message, WeChat or E-mail sent by either party shall be deemed to be delivered to the other

party's system and shall be deemed to have been served if such party has correctly filled in the address of the other party and such short message, WeChat or E-mail has not been returned by the system;

24.4.2 若信件采取专人、快递公司或邮局挂号信递送，在签收时视为送达。若接收方拒绝签收，或由于更换地址未及时通知对方导致无法投递，则自信件交付专人、快递公司或邮局挂号信进行递送后的第七天视为送达。

24.4.2 If the correspondence is delivered by person, courier company, or registered letter of the post office, it shall be deemed as delivered upon receipt. If the receiving party refuses to sign for the delivery, or it is impossible to deliver due to the failure to timely notify the other party of the change of address, the correspondence shall be deemed to be served on the seventh day after being delivered to person, courier company or post office.

25 其他条款

25 Miscellaneous

25.1 **生效**。本协议自双方盖章之日起生效。本协议一经生效，乙方同意并确认乙方是基于其自己的理解能力和/或说明，已充分地理解本协议项下全部条款，且不存在任何其他不明确的条款、权利、义务及风险，故签订本合同。

25.1 **Effectiveness**. This Agreement shall come into force upon being sealed by both Parties. Once This Agreement comes into force, Party B agrees and confirms that its execution of this contract is fully based on its complete understanding and acknowledgement of all the terms and conditions hereunder without any ambiguity in any terms, rights, obligations and risks.

25.2 **可分割**。如果本协议任何条款或者任何部分根据适用法律被宣告或判决无效或不可执行，则该无效或不可执行的条款不影响本协议其他条款的效力。

25.2 **Severability**. If any provision or any part of This Agreement is declared or rendered invalid or unenforceable in accordance with applicable law, such invalid or unenforceable provision shall not affect the validity of the remaining provisions of This Agreement.

25.3 **变更和转让**。未经双方书面同意，任何一方均不得变更本协议，或向其他任何第三方转让本协议全部或部分权利或义务，但甲方向其关联方转让的情形除外。若经双方协商一致变更本协议的，届时应另行签订“其他书面修订文件”。“其他书面修订文件”经双方签字和/或盖章后生效。

25.3 **Modification and assignment**. No party shall modify This Agreement or assign to any third party all or some of its rights and obligations hereunder without the written consents of both parties, except for the assignment by Party A to its affiliated party. If This Agreement is modified through negotiation between both

parties, “Other Written Amendments” should be signed in that case. “Other Written Amendments” shall come into effective upon being sealed of both parties.

25.4 **继续有效**。本协议解除或终止后, 本协议中有关质量保证、保密、数据保护、危机事件管理与应对、适用法律与争议解决的条款将继续有效。

25.4 **Survival**. The provisions of This Agreement in relation to quality assurance, confidentiality, Data protection, Crisis Event management and response, governing law and dispute settlement shall survive the rescission or termination of This Agreement.

25.5 **禁止招揽**。在本协议有效期内以及本协议有效期届满后一年内, 任何一方未经另一方事先书面同意不得向另一方参与本协议执行的员工发出聘用要约。

25.5 **No solicitation**. During the term of This Agreement and within one year after the expiration of This Agreement, no party shall make the offer of employment to any employee of the other party participating in the execution of This Agreement without the prior written consent of the other party.

25.6 **双方关系**。无论出于什么目的, 本协议所作约定或根据本协议采取的任何行动都不构成或被视为构成协议双方之间合伙关系或代理关系。一方无权以另一方的名义签订协议或以任何方式或为任何目的为另一方创设任何义务。

25.6 **Relationship**. For whatever purpose, any provision of This Agreement or any action taken under This Agreement shall not constitute or shall not be deemed to constituting a partnership or agency relationship between the parties hereto. No party has the right to enter into an agreement in the name of the other party or to create any obligation for the other party in any way or for any purpose.

25.6 **弃权**。任何一方没有行使其权利或未对另一方的违约行为采取任何行动, 不应被视为放弃追究违约方责任的权利; 任何一方对某一项权利的放弃, 不应被视为是对任何其他权利的放弃。一方对某项权利的放弃, 均应以书面形式送达对方。

25.7 **Waiver**. The failure of either party to exercise its rights or to take any action against the other party for breach of contract shall not be deemed as waiving the right to hold the Breaching Party accountable; a waiver by either party of a certain right shall not be deemed as a waiver of any other right. Any waiver by either party of a right shall be served on the other party in writing.

25.7 **完整协议**。本协议代替其他在本协议签订前对与本协议有关事项做出的任何口头或书面的承诺、陈述或保证以及签订的认购书、订购书、预订书、意向书、备忘录等, 自本协议生效之日起失效。

25.8 **Entire agreement**. This Agreement supersedes any oral or written commitment, representation or

warranty made on the matter related to This Agreement and the subscription letter, order for purchase, letter of reservation, letter of intent, and memorandum entered into prior to the execution of This Agreement, which shall become null and void as of the effective date of This Agreement.

25.8 **副本**。本协议一式贰 (2) 份, 经双方签字并盖章后每一份均视为本协议的原件, 双方各持壹 (1) 份。

25.9 **Counterparts**. This Agreement is in duplicate, each of which shall be deemed as the original of This Agreement upon the signatures and seals of both parties, and either party holds one (1).

25.10 **标准文本**。若按照国家或地方规定, 如本协议项下的采购标的的采购须在相关政府部门备案或进行其他程序的, 乙方须及时通知并协助甲方进行办理。如相关政府部门要求使用某协议标准文本 (“标准文本”), 则本协议应当与标准文本一同签订, 如本协议与标准文本有任何不一致之处, 均以本协议的约定为准, 且双方须在标准文本中注明本协议优于标准文本的效力。标准文本除备案需要外, 双方应各持一份并作为本协议的附件。

25.10 **Standard Text**. If, in accordance with national or local regulations, the purchase of the Purchase Object hereunder shall be filed at relevant government department or subject to other procedures, Party B shall promptly notify and assist Party A. If relevant government department requires the Standard Text of This Agreement (“Standard Text”), This Agreement shall be entered into together with the Standard Text. If there is any inconsistency between This Agreement and the Standard Text, the agreement shall prevail, and both parties shall indicate in the Standard Text that This Agreement is more effective than the Standard Text. The Standard Text shall be held by each party as an appendix to This Agreement in addition to that used for filing.

25.11 **“通用条款”附件**。如下附件视为本协议项下 “通用条款” 的组成部分。

25.11 **Appendixes of “General Terms and Conditions”**. The following attachments shall be an integral part of the “General Terms and Conditions” of This Agreement.

25.11.1 通用条款附件一: 达能集团可持续发展原则

25.11.1 Appendix 1 to “General Terms and Conditions”: Danone Group’s Principle of Sustainable Development

25.11.2 通用条款附件二: 服务商可以使用的举报系统

25.11.2 Appendix 2 to “General Terms and Conditions”: Reporting System Used by Service Providers

通用条款附件一：达能集团可持续发展原则

**Appendix 1 to “General Terms and Conditions”:
Danone Group’s Principle of Sustainable
Development**

(本附件中，卖方指乙方，买方指甲方；本附件中提及“生产”的，均应同时作“服务”理解；本附件中提及的合同、采购订单均应同时作“本协议”理解。)
(In this appendix, the seller means Party B, and the buyer means Party A; any reference to “production” in this appendix shall be interpreted as “service” simultaneously.; any reference to the contract, the purchase order in this appendix shall be interpreted as “This Agreement”).

“可持续发展原则”包括：

The “principle of sustainable development” includes:

- 基本社会原则 (第 1 部分)
- Basic social principle (Section 1);
- 基本环境原则 (第 2 部分)；和
- Basic environmental principle (Section 2); and
- 商业道德原则 (第 3 部分)
- Commercial ethics principle (Section 3).

卖方应当确保其遵守基本社会原则和商业道德原则的规定，且承诺并保证其员工、代理人、供应商和分包商在合作关系期间的各个生产阶段应当遵守前述原则。

The seller shall ensure that the Seller complies with the provisions of the basic social principle and commercial ethics principle, and shall undertake and guarantee that its Employees, agents, suppliers and subcontractors comply with the foregoing principles at all stages of production within the term of the partnership.

卖方应当努力持续地执行基本环境原则的规定。

The seller shall make efforts to enforce the provisions of the basic environmental principle continuously.

为使卖方能更好的执行可持续发展原则并让买方能获知执行的情况，对于卖方从事向买方提供供应的全部生产地点，卖方应当通过买方推荐的一特殊的互联网平台进行登记。

In order to enable the seller to implement the principle of sustainable development better and enable the buyer to get knowledge of such implementation, the seller shall register all the seller’s production sites for supply to the buyer at a special Internet platform as recommended by the buyer.

双方同意买方或其授权的外部机构有权在随时监督卖方对可持续发展原则的遵守和执行情况。为此，买方应当有权随时自由进入卖方的生产和/或仓储的地点，包括但不限于：场所、工厂、公司记录和生产的整个过程。

Both parties agree that the buyer or the external agency authorized by the buyer shall have the right to monitor the compliance and implementation by the seller of the principles of sustainable development from time to time. For this purpose, the buyer shall have free access at all times to the seller’s production sites and/or warehouses, including but not limited to the sites, factories, company records and the entire process of production.

若发现违反义务，经买方要求双方应当开会并讨论违反的原因。双方应当正视并设定改正有合理的时间进度的行动方案以纠正违反义务的情况。

If the violation of the obligation is found, at the request of the buyer, both parties shall hold a meeting to discuss the reasons for the violation. Both parties shall face up and set action plan with reasonable time schedule so as to correct such violation of the obligation.

若根据约定的进度，改正行为的开展不能令买方满意，或卖方的任何违反可持续发展原则的情况再次发生，买方有权通知卖方的此种违约行为。双方应当在前述通知发送之日起 8 个工作日内达成行动方案。若因卖方原因无法达成一致或任何行动方案不能在约定时间完成的，买方有权取消已生效的采购订单和/或终止本合同，且不影响买方要求赔偿的其他权利。

If the correction action is not satisfactory to the buyer according to the schedule as stipulated, or the Seller’s any violation of the principle of sustainable development occurs again, the buyer shall have the right to notify the seller of such violation. Both parties shall conclude the action plan within 8 working days after the aforesaid notice is given. If the agreement is not reached for any reason attributable to the seller or any action plan cannot be completed within the time limit as stipulated, the buyer shall have the right to cancel the effective purchase order and/or terminate the contract without prejudice to the buyer’s other rights to claim compensation.

第 1 部分-基本社会原则**Section 1 – Basic social principle****1 • 童工****1. Child labor**

公司不得雇佣年龄低于 15 岁的儿童。

The company shall not employ children under the age of 15.

若法律规定的最低工作年龄或义务教育年龄严于本限制，则从其规定。

If the minimum working age or compulsory education age as stipulated by law is more stringent than this limit, the stipulation of law shall prevail.

教育和培训不受本条限制。

The education and training shall not be restricted by this article.

2 • 强迫劳动

2. Forced labor

公司不得使用强迫或强制劳工，即未经有关人员同意或威胁有关人员从事任何工作或提供任何服务。

The company shall not use forced or slave labor, that is to say that the relevant person is engaged in any job or provides any service without the consent of such person or is threatened to engage in any job or provide any service.

3 • 歧视

3. Discrimination

尊重可适用的法律，公司不得从事任何带有歧视的做法。

The company shall respect applicable laws and shall not engage in any discriminatory practice.

歧视指任何限制同等机会或待遇的差别、排斥或优先待遇。

Discrimination means any differentiation, exclusion or favored treatment that restricts equal opportunities or treatment.

此种歧视可能基于种族、肤色、性别、信仰、政治观点、年龄、国籍、家庭义务或其他考虑。

Such discrimination may be based on race, skin color, sex, religion, political opinion, age, nationality, family obligations or other considerations.

4 • 结社自由权和集体谈判权

4. Freedom of association right and collective bargaining right

公司承认并尊重员工的结社自由和自由选择代表的权利。

The company shall recognize and respect employees' freedom of association and the right to choose representative freely.

公司尊重员工集体谈判权。

The company respects the employees' collective bargaining right.

公司保证员工代表不受到任何歧视。

The company guarantees that employee representative will not be discriminated against.

5 • 工作中的健康与安全

5. Health and safety in work

公司确保工作场所和环境不危及员工的身体或健康。

The company ensures that the workplace and environment shall not endanger the physical condition or health of the employee.

以采取行动降低意外事故发生并提高工作条件作为正在进行中的项目的目标。

The action taken to reduce accidents and improve working conditions shall be taken as the objective of the ongoing project.

向员工提供的卫生设施、食堂和住房应当按照可适用的法律的规定建造并维护。

The sanitary facilities, canteens and housings provided to employees shall be constructed and maintained in accordance with applicable laws.

公司至少应当向员工提供饮用水、足够数量的干净厕所、充足的通风、紧急出口、适当的照明且能获得医疗待遇。

As a minimum, the company shall provide its employees with drinking water, sufficient clean toilets, adequate ventilation, emergency exit, proper lighting and access to medical treatment.

6 • 工作时间

6. Working hours

公司必须保证遵守所适用法律对工作时间包括加班的限制。

The company must ensure the compliance with the restriction of the applicable law on working hours including overtime.

除意外情况且在限定期限内，员工每周至少休息一天。Employees shall have at least one day off per week, except for unforeseen circumstances and within a limited period.

7 • 工资

7. Wage

公司应当确保：

The company shall ensure:

- 工资不低于相关的法定最低数额；
- The amount of wage shall not be less than the relevant minimum legal amount;
- 所有员工都能收到工资单；
- All the employees shall receive their payrolls;
- 员工工资在所在国家中处于体面的水平；
- The employee's wage is at a decent level in the host country;
- 无论如何，加班工资计费标准高于正常工作时间的工资标准。
- In any case, the overtime pay rate shall be higher than the wage for the normal working hours.

第2部分-基本环境原则

Section 2 – Basic environmental principle

1 • 保护资源

1. Conservation of resources

生产

Production

公司应当致力于减少能源消耗。

The company shall devote itself to reduction of energy consumption.

公司应当开展使用可再生能源。

The company shall initiate the use of renewable energy sources.

包装

Packaging

公司应当致力于减少产品包装，提高产品服务（环保理念）。为此目的，公司应优先采用环保再生原材料、致力于发展环保和环保领域。

The company shall devote itself to reducing product packaging and improving product service (Environmental protection philosophy). For this purpose, the company shall give priority to the use of environmental-protection recycled raw materials, and make efforts to the development of environmental protection and environmental protection fields.

物流

Logistics

公司应当优化运输减少汽油消耗。

The company shall optimize transportation and reduce gasoline consumption.

水

Water

公司应当减少水的消耗。

The company shall reduce the consumption of water.

2 • 化学

2. Chemistry

公司应当减少使用化学品和化肥，并应拒绝使用危及消费者健康的化学品和化肥。

The company shall reduce the consumption of chemicals and fertilizers, and shall refuse to use chemicals and fertilizers that endanger the health of consumers.

3 • 气候变化和温室气体排放

3. Climate change and greenhouse gas emissions

公司应致力于测量因其不同的行为所直接或间接产生的温室气体排放。

The company shall measure greenhouse gas emissions, either directly or indirectly from its different activities.

公司应当减少其温室气体的整体排放。

The company shall reduce the overall emissions of the greenhouse gas.

4 • 环境管理

4. Environmental management

公司应当测量并控制环境风险。

The company shall measure and control environmental risks.

公司应当根据巴塞尔公约测量其运输的、进口的和自身的有毒的废物。

The company shall measure the toxic wastes generated from its transport, import and the company in accordance with the "Basel Convention".

公司应当将国家机构和（或）国际组织认可的环境管理放在适当的位置。

The company shall put the environmental management as recognized by national institutions and/(or) international organizations in a proper place.

5 • 动物测试

5. Animal testing

向买方提供牛奶或肉的供应商应当采取方式保护牲畜的福利。对于寻求获取的结果，若其他不使用动物的科学的、令人满意的方法合理存在和可行，则不应进行动物测试。

Suppliers of milk or meat to the buyer shall take steps to protect the welfare of the animals. In order to obtain the results, if the other scientific and satisfactory methods that do not use animals are reasonably available and feasible, the animal testing shall not be conducted.

第3部分-商业道德原则

Section 3 – Commercial ethics principle

期望买方的供应商的行为在伦理、道德和合法性方面达到最高标准。买方特别希望买方的供应商、该供应商的代理人 and 该供应商的承包方熟悉并遵守与他们的业务行为相关的全部法律和合同义务，并且，买方不接受任何违反法律或前述义务的作为（包括不作为）。此外，买方禁止提供或收受礼品、招待或开销，如果这些安排会影响交易结果而且不合理。

The buyer's supplier is expected to act according to the highest standards of ethics, morality and legality. In particular, the buyer expects its supplier, such supplier's agent and the supplier's contractor to get familiar with and abide by all the legal and contractual obligations related to their business practices, and the buyer will not accept any action (including inaction) in violation of the law or the foregoing obligation. Moreover, the buyer is prohibited from providing or receiving gift, entertainment or expense if these arrangements will affect the outcome of the transaction and are not reasonable.

通用条款附件二：服务商可以使用的举报系统

**Appendix 2 to “General Terms and Conditions”:
Reporting System Used by Service Providers**

(摘自《达能业务行为准则》，本附件中，服务商指乙方，达能指甲方)

(From “Danone’s Code of Business Conduct”; in this appendix, the service provider means Party B, and Danone means Party A)

在达能，“商业合作伙伴”指代企业供应商、服务商、代理商、经销商及劳动力供应商。我们主张遵守清晰的商业条款，遵从《商业合作伙伴行为准则》的基本原则，遵从公平遴选流程，致力与商业伙伴打造公平、道德的关系。

In Danone, the “business partner” refers to an enterprise supplier, service provider, agent, distributor, and labor supplier. We stand for the abidance by clear business terms, the compliance with the basic principles of the “Code of Conduct for Business Partner”, compliance with fair selection process, and the creation of a fair and ethical relationship with business partner.

在达能，我们对贪污受贿行为持零容忍态度。任何达能员工或代理人都严禁以业务或经济获益为目的，给予、提供、接受贿赂或其他不正当利益。

In Danone, we have zero-tolerance attitude towards bribery and corruption. Any employee or agent is prohibited from giving, offering, accepting bribes or other improper benefits for business or economic gain.

在达能，我们希望能够立刻获悉任何违反或可能违反《达能业务行为准则》的行为。我们也希望获悉任何非法行为、财务舞弊以及任何会对或可能会对环境及企业员工造成危险的行为。

In Danone, we wish to be immediately informed of any violation or possible violation of the code of conduct. We also wish to be informed of any illegal conduct, financial fraud and any conduct that will or may pose a risk to the environment and to the employees of the enterprise.

最后，达能为所有的商业合作伙伴提供专用举报工具(www.DanoneEthicsLine.com)，以使商业合作伙伴能够匿名地报告可能为其知晓的达能员工对《达能业务行为准则》的任何违反。

Finally, Danone provides all the business partners with the dedicated reporting tools (www.DanoneEthicsLine.com) to enable business partners to anonymously report any violation of Danone’s code of conduct by employees that they may be aware of.