

采购订单/Purchase Order 6101599377 订购时间/dated 30.04.2019



买方/BUYER :

勃林格殷格翰（中国）投资有限公司
Boehringer Ingelheim (China) Investment Co., Ltd

卖方/SELLER :

海麦田公共关系咨询有限公司
成都北路333号招商局广场26层
200041 上海
中国

Company
Ubs Saatchi & Saatchi Health
No.333 North Chengdu Rd
South Building, Merchants Plaza, 26F
200041 SHANGHAI-JINGAN
CHINA

勃林格殷格翰（中国）投资有限公司
Boehringer Ingelheim (China)
Investment Co., Ltd

上海市浦东新区李时珍路257号1
号楼
1st building, No. 257, Rd.
LiShiZhen, Pudong New District,
Shanghai, China

Tel: +86-021-52880000
Fax: +86-021-58780088

[http://www.boehringer-
ingelheim.cn/](http://www.boehringer-ingelheim.cn/)

变更采购订单/Change of Purchase Order 6101599377

6101599377 <<请参照此号码! / Please refer to in all further documents!

在卖方接受此订单的同时,也视为接受此订单附页中的《标准采购条款》。与增值税相关的信息会在采购订单行项目明细中显示。

This order is accepted by the Seller subject to the Buyer's standard conditions of purchase which are detailed on the following pages. The VAT Tax information is provided in the PO item details.

付款条件/Terms of payment: Within 30 days due net
国际贸易条款/Incoterms: DDP Shanghai

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订单概览/Order summary

序号 Itm.	项目描述 Description	数量 Quantity	单位 Unit	物料编码/目录编号 Item Code
001	Weight Management Refresh Course	1,000	AU	

未税总计:/Total value (Without Tax): 38.679,25 CNY

项目详细信息/Item details 0000000001 Weight Management Refresh Course

序号 Itm.	项目描述 Description	交货日期 Delivery Date	数量 Quantity	单位 Unit	单价 Price	计价单位 Price unit	小计 Tot. in CNY
001	Weight Management Refresh Course	31.07.2019	1,000	AU	38.679,25	1 AU	38.679,25

序号 Itm.	税码/ Tax Code:	税率/ Tax Rate:	行项目税额/TAX Amount :
001	C6	6,000 %	2.320,76

送货地址 Delivery address	BICHC 勃林格殷格翰（中国）投资有限公司[上海总部] 南京西路1601号越洋广场29楼 上海市 中国	BICHC_EN Boehringer Ingelheim China Holding Company 29/F Park Place, 1601 Nanjing 200040 SHANGHAI-JING'AN DISTRICT 中国
申购人: Requestor:	Li Zhou 9002/ 021 5288 3763 li_l.zhou@boehringer-ingelheim.com	

发票抬头:

公司名称: 勃林格殷格翰（中国）投资有限公司

纳税人识别号: 91310000570848433K

开户银行: 德意志银行(中国)有限公司上海分行

开户账号: 3518198015

地址: 上海市浦东新区李时珍路257号1号楼 021-52880000

Please issue your invoice to:

Boehringer Ingelheim (China) Investment Co., Ltd.

Address: 1st building, No. 257, Rd. LiShiZhen, Pudong New District, Shanghai, China 021-52880000

请将发票邮寄至下述地址（进口贸易除外）:

上海市南京西路1601号越洋广场29层

勃林格殷格翰 中国

财务会计部-应付账款组

邮政编码: 200040

Please send the invoice to the following address:

29F, No.1601 Nanjing(West) Rd.

Shanghai, P. R. China

Boehringer Ingelheim

Finance&Accounting Department-AP team
Postcode: 200040

与订单相关事宜请联系：

- 联系电话：+86 2152883554
- 电子邮件：P2P.PH@boehringer-ingelheim.com

采购订单确认函需发送至上述电子邮箱。

For order related matters please contact

- By phone: +86 2152883554
- By email: P2P.PH@boehringer-ingelheim.com

Purchase order confirmations should be sent to this e-mail.

与付款相关事宜请联系：

- 联系电话：+86 2152883554
- 电子邮件：P2P.PH@boehringer-ingelheim.com

For accounting related matters please contact the Accounts Payable Team:

- By phone: +86 2152883554
- By email: P2P.PH@boehringer-ingelheim.com

注意，为了保证您能及时收到货款，请在邮寄发票时提供：

1. 与发票对应的加盖公章的采购订单
2. 在发票备注栏里须注明订单编号，采购订单行项目编号
3. 如果是服务代理供应商提供的会议场租相关的服务，请提供BI公司组织者原始签名确认的供应商结算单

Attention: In order to ensure that you can receive the payment in time, please provide the following with invoice mailing:

1. PO with vendor company chop
2. Indicate the Purchase Order Number, and Purchase Order Item Number on the remarks field of the invoice
3. If the related service of meeting venue rental is provided by service agents, please provideservice statements with BI company organizer's original signatures

顺颂商祺

With kind regards

勃林格殷格翰（中国）投资有限公司
Boehringer Ingelheim (China) Investment Co., Ltd

买方/BUYER

卖方/SELLER

本凭证已经通过电子签名进行签署，与买方的原始签名具有同等效应。

This document was signed electronically and is valid without original signature of buyer.

General Terms and Conditions of Purchase

采购标准条款

1. Introduction. These general terms and conditions shall constitute an integral element of the Purchase Order. In the event there is any discrepancy between the general terms and conditions and the Purchase Order, the general terms and conditions shall prevail. Any appendix sent along with this Purchase Order constitutes the integral part of this Purchase Order. The General Terms and Conditions of Purchase becomes binding upon Buyer and Seller, once Seller accepts this Purchase Order. If Buyer and Seller have entered into a separate agreement regarding this Purchase Order, the separate agreement shall govern if there is any conflict between the agreement and this Purchase Order.

介绍。以下的采购标准条款构成采购订单的一部分。若采购标准条款与采购订单有不一致之处，以采购标准条款为准。任何随本采购订单一起发送的附件视作本采购订单不可分割的一部分。一旦卖方接受本采购订单，采购标准条款即对买方和卖方产生约束力。若买方和卖方另行签署与本采购订单相关的独立协议，则在独立协议与本采购订单标准条款不一致时，以独立协议为准。

The Seller hereby represents and warrants that, it shall not take any action in relation to the any project before the execution of a separate agreement (if any) or the issuance of a Purchase Order by Buyer, including but not limited to any performance of the agreement/ Purchase Order. If there is any violation of this section by the Seller, Buyer may terminate the cooperation with the Seller, the agreement/ this Purchase Order, or any fee payment under the agreement/ Purchase Order.

卖方承诺并保证，在买方未与卖方签署独立协议（如有）前，或买方向下本采购订单前，卖方不能就任何项目开展任何工作，包括但不限于协议/本采购订单的履行。如卖方有任何违反本条款的行为，买方有权立即终止与卖方的任何合作、终止任何协议/采购订单或任何协议/采购订单项下费用的支付。

2. Delivery period. The delivery period stated in the Purchase Order shall be deemed binding. Seller shall without undue delay notify Buyer in writing when circumstances arise or become apparent which make it clear that Seller will be unable to adhere to the agreed delivery period. Whenever it provides such notice, Seller shall indicate the reason for the delay and the anticipated duration thereof. Seller shall be liable to Buyer for any and all damages to the extent by law unless it proves that the actual damages were not caused by its default. Buyer's acceptance of any belated delivery of goods or services shall not constitute a waiver of its claims for compensatory damages. If the delay exceeds ten (10) calendar days, Buyer is entitled to cancel this Purchase Order. Seller shall return any and all prepayment of Buyer for this Purchase Order.

交付时间。采购订单上所载的交货时间具有约束力。若出现表明卖方不能按约定时间交付的情况，则卖方应及时书面通知买方，并且应说明迟延的原因和预计迟延的时间。卖方应依照法律向买方承担由于迟延造成的损失，除非卖方可以证明实际造成的损失并非是由于卖方的违约造成的。买方接受迟延交付的货物或服务并不构成买方对索赔权利的放弃。若迟延超过十（10）个工作日，则买方有权取消采购订单，且卖方应退还买方在本采购订单项下的所有已支付的款项。

3. Quality. Seller warrants that all goods supplied by it and all services rendered by it shall conform to the product specification (if applicable), generally accepted standards of technology, the relevant provisions of law and the regulations and directives of public authorities, trade associations and professional associations. The stricter one shall govern. Seller shall cure defects of goods or services for which Buyer has given notice during the warranty period, at Buyer's option, by repairing or replacing the defective parts or portions or re-performing the services and shall do so free-of-charge without undue delay.

质量。卖方保证其提供的货物或服务应符合产品说明书（如适用）、普遍接受的技术标准、法律法规的相关规定、政府部门、行业协会或专业协会的相关指引。以较严格者为准。在货物的质保期或服务的保证期内，卖方应在买方通知时，及时对缺陷货物或服务进行弥补。对缺陷货物是修理、更换或重新提供服务应由买方决定，并且应是免费的。

4. Packaging. The package of goods and deliverables shall comply with the terms and conditions hereunder. If no such agreement, the goods or deliverables shall be packed in a generally accepted standard way. If no such generally accepted standard way, the goods or deliverables shall be packed in a safe way, which is enough to protect the goods or deliverables.

包装。产品或交付物的包装应符合采购订单项下约定的方法。若没有约定的包装方法，则应当按照通用的方式包装，若没有通用的方式，则应当采取足以保护产品或交付物的方法包装。

5. Price and invoice. The Price is final and includes all materials and labor costs. Buyer shall not be liable to pay any additional compensation or fee in connection with the obligations undertaken by Seller under this Purchase Order, except agreed otherwise. Seller shall issue valid and correct invoices, which shall specify the Purchase Order number and item line number. Seller shall send the copies of Purchase Order with Seller's chop, if there is any separate agreement, the copy of the separate agreement and the copies of Purchase Order along with the invoices to Buyer's accounts payable team. The title of the bank account and the name of the invoices issuing party shall be in consistent with that of Seller hereunder. Any delayed payment of the Price due to failure of receipt of the foregoing invoices or due to Seller's failure of performance shall not be deemed as Buyer's breach of the

contract.

价款和发票。价款是最终的且已包含所有的材料和人工费用。买方无义务就在本采购订单下卖方承担的义务支付任何其他额外的报酬或费用，除非另有约定。卖方应向勃林格出具有效、正确的发票。发票应写明采购订单编号和采购订单行项目号。卖方应将加盖卖方公章的采购订单副本，或在有独立协议的情况下，将协议复印件和采购订单副本连同发票寄往买方应付账款组。收款方的银行账户名称和发票出票方名称应与本采购订单卖方名称保持一致。任何由于未能收到符合前述要求的发票，或卖方未合格履行本采购订单而导致的买方迟延支付价款，不应被视为买方违约。

6. Terms of payment. After the receipt of the valid and correct invoices and always subject to the conformity with the quality and quantities of goods or services and the satisfaction of the acceptance criteria hereunder, Buyer shall make the payment to Seller's designated bank account by bank transfer within the payment terms specified in this Purchase Order upon receipt of the invoices provided that the invoices amount and the items are correct.

付款期限。在买方收到有效正确的发票以后，并在货物质量和数量或服务符合采购订单要求并被买方接受以后，买方应在收到卖方发票之后在该采购订单所约定的付款期限内，以银行转帐形式将价款汇入卖方指定的银行账户。

7. Tax. Each party shall be responsible for and bear any and all other taxes, duties, charges, or other fees imposed by the applicable local law for the account of such party. Each party agrees that any invoices issued pursuant to the purchaser order shall comply with applicable local taxation laws and regulations. If applicable laws or regulations require the withholding of any taxes imposed upon Seller on account of any Price, such taxes shall be deducted by Buyer as required by law from the Price and shall be paid by Buyer to the proper tax authorities. Official receipts of payment of any withholding tax shall be secured and sent to Seller as the evidence of such withholding.

税。双方应各自负责和承担当地适用的法律规定的对该方征收的任何税、关税、费和其他费用。双方同意本采购订单项下出具的任何发票都必须遵循当地适用的税务法律和法规的要求。若适用法律或法规要求买方就向卖方支付的价款代缴税款，买方应按法律法规要求向适当的税务部门代缴该类税款。并将预扣税款的正式纳税收据，作为买方已代缴该类税款的证明发送给卖方。

8. Conformity. In the event, Seller fails to provide qualified goods or services pursuant to this Purchase Order at the time of delivery. Seller shall cure the defects of goods or re-perform the services immediately upon Buyer's notice. Buyer may deduct the Price or hold the payment until the defects of goods or services have been cured. Buyer's right of rescission and its claims for compensation in damages shall remain unaffected by the foregoing.

符合要求。若卖方在交付时提供的货物或服务不符合采购订单要求，则卖方应该在买方通知时立即提供符合采购订单的货物或重新提供服务。买方可以扣减价款或延期支付价款直到货物或服务的缺陷被补救。但买方取消采购订单和要求赔偿损失的权利不受前述约定的影响。

9. Assignment and Subcontract. Seller shall not assign or subcontract this Purchase Order without Buyer's prior written consent. 转让和分包。未经买方事先书面同意，卖方不能转让或分包本采购订单。

10. Training. Seller shall provide necessary training to Buyer for operation of goods or deliverables, if necessary. 培训。如若需要，卖方应向买方提供关于操作方面必要的培训。

11. Force Majeure. Neither party may be deemed liable for defaults or delays in performing their contractual obligations where such are attributable to force majeure such as war, fire, act of God, civil unrest, strikes, government measures or controls and for other reasons lying outside the control and foreseeability of the party in questions. The party affected by force majeure shall undertake its best efforts to counteract the incident and shall coordinate with the other party as to emergency measures. Where the force majeure situation persists for more than thirty (30) days, the party unaffected by the force majeure shall be entitled to cancel the Purchase Order at any time.

不可抗力。任一方由于诸如战争、火灾、自然灾害、社会骚乱、罢工、政府管制或其他在一方可控范围之外和不可预见的情况，而导致的违约或延迟履行采购订单义务，则不被视为违约。受不可抗力影响的一方应尽力抵消不可抗力的影响并与对方协调采取紧急措施。若该不可抗力持续超过三十（30）天，则未受不可抗力影响的一方可取消采购订单。

12. Confidentiality.
保密

"Confidential Information" shall mean all information, whether or not in writing and whether or not marked confidential, of a private, secret or confidential nature concerning Buyer's or its Affiliates' business, customers and/or products, including the content of this Purchase Order. Seller shall employ at a minimum the same degree of care to keep Buyer's confidential information confidential as that it uses with respect to its own confidential information of like importance. Seller shall not disclose any part of the confidential

information to any third party without the prior written consent of Buyer, except to its employees who need to know such confidential information in order to perform the Purchase Order, each such employee being hereinafter referred to as an "Authorized Recipient", and Seller and its Authorized Recipients shall use the confidential information only for the purpose of this Purchase Order and to the exclusive benefit of Buyer and its Affiliates. Seller warrants that each Authorized Recipient to whom any confidential information is disclosed shall previously have been informed of the confidential nature of the confidential information and have agreed to be bound by terms and conditions substantially equivalent to those contained in this section. Seller shall ensure that the confidential information is not used or disclosed by such Authorized Recipients and shall be responsible for any breach by any such Authorized Recipients of their confidentiality undertakings. Upon completion of the Purchase Order or early termination of this Purchase Order, or at any other time requested by Buyer, Seller shall return the confidential information to Buyer (including copies thereof) and delete all the electronic version of the confidential information. The confidentiality undertakings shall be valid for ten (10) years after the Purchase Order is completed.

“保密信息”是指与买方或其关联公司业务、客户和/或产品有关的所有私有、秘密或保密信息，包括本采购订单的内容。无论该等信息是否以书面形式存在，且无论该等信息是否被标注为保密。卖方至少应以与对待自己的同样重要的保密信息一样谨慎的态度来保持买方保密信息的机密性。未经买方的事先书面同意，卖方不得将保密信息的任何部分透露给任何第三方，但需要了解该保密信息以便履行本采购订单的卖方雇员除外。下文中等雇员被称为“授权接受者”。卖方及其授权接受者只能为本采购订单之目的并为了买方及其关联公司的专有利益而使用该保密信息。对于需要接受保密信息的每位授权接受者，卖方保证应事先告知其保密信息的保密性，并且其应同意接受实质上等同于适用于卖方的本条款的约束。卖方应确保授权接受者不使用或披露该保密信息，并对该授权接受者违反保密义务的行为负责。本采购订单完成或提前终止后，或在买方要求的其他任何时间，卖方应将保密信息返还买方（包括复印件），并删除该保密信息的所有电子版本。本条款所约定的保密义务在本采购订单完成后十（10）年继续保持有效。

13. Personal Data Protection. Seller acknowledges that in order for Seller to perform the Purchase Order, Seller may obtain certain information ("Data") of Buyer or certain employees of Buyer or other relevant persons ("Data Subjects"). Seller hereby represents and warrants to Buyer that: (i) Seller shall not provide to Buyer, and Buyer has never attempted to obtain from Seller, any of Data Subjects' personally sensitive information; (ii) Seller commits itself to collect and process data in strict compliance with applicable laws and regulations in the countries where data are collected and processed regarding the protection of personal data. In addition, the goods and service deliverables shall not contain any such personally sensitive information; (iii) Any and all Data provided or made available to Seller by Data Subjects, and/or Buyer and/or its affiliates, executors, directors, employees, agents, assigns, shall be used solely for the purposes of this Purchase Order and for the benefits of Data Subjects and shall not be further processed or disclosed to any person without prior consent of Buyer and the concerned Data Subjects; (iv) Seller shall comply with the relevant requirements of data protection law. In particular, Seller shall comply with and shall procure its affiliates, employees, agents and sub-contractors (if so appointed and agreed by Buyer) to comply with the provisions and obligations under this Purchase Order and Criminal Law of People's Republic of China, the Regulations on Personal Information Protection for Telecom and Internet Users and any other applicable laws; (v) Seller shall take appropriate measures to protect the Data provided to or collected by it according to applicable laws and regulations against loss, theft, and mishandling, unauthorized access, disclosure, leak, modification, and destruction. All Data shall be cautiously stored and can only be accessible by authorized employees of Seller or such other agents and contractors to whom such access is necessary to fulfil their obligations.

个人信息保护。卖方承认，为履行本采购订单项，其可能会取得买方或其员工或其他相关人员(合称“信息主体”)的一定信息（“信息”）。因此，卖方在此向买方声明和保证：(i) 卖方不应向买方提供，买方也未曾试图从卖方处获得信息主体的个人敏感信息；(ii) 卖方承诺其会严格按照数据收集和处理所在国适用的个人信息保护的法律法规来收集和处理数据，此外，货物或需交付的成果不应包含任何个人敏感信息；(iii) 信息主体和/或买方和/或其关联方、执行人、董事、雇员、代理人或受让人向卖方提供的任何信息，应仅用于本采购订单之目的和信息主体之权益，不当进一步处理或向任何第三方披露，除非事先获得买方和相关的信息主体的同意；(iv) 卖方应当遵守信息保护法律中的相关规定。特别地，卖方应当遵守，并促使其关联方、雇员、代理人、分包商（如买方指定和同意的）遵守本采购订单项下的约定和中国刑法，电信和互联网关于个人信息保护的法规和其他适用的法律；(v) 卖方应根据适用的法律法规采取一切合理措施保护向其披露的或其收集的个人信息，避免该等信息遭受任何的遗失、盗取、不合理处置、无权限访问、披露、泄露、修改或灭失。所有个人信息应当被谨慎保存，并且仅卖方具有相应权限的人员、或其他为履行本采购订单义务所必须的代理人或分包商可以访问该等个人信息。

Seller shall indemnify Buyer and the concerned data owners for any breach of applicable laws and this Purchase Order which renders Buyer and the concerned data owners liable for any costs, fines, claims or expenses howsoever arising.

卖方应当赔偿买方及相关的信息主体，所有因卖方违反法律法规及本采购订约定导致买方及相关的信息主体所遭受的任何成本损失、罚款、索赔、费用损失，无论其是如何产生的。

14. Intellectual Property. All materials and service deliverables produced in performing this Purchase Order and their corresponding intellectual rights, shall belong exclusively to Buyer.

知识产权。所有执行本采购订单所产生的材料、服务成果及其相应的知识产权（若有），必须归买方所有。

Materials, equipment, tools, dies, molds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by Buyer to Seller or not so supplied but used by Seller specifically in the manufacture or the supply of deliverables shall at all times be and remain the exclusive property of Buyer but shall be held by Seller in safe custody at its own risk and maintained, insured and kept in good condition by Seller until returned to the Buyer and shall not be disposed of other than in accordance with Buyer's written instructions, nor shall such property be used otherwise than as authorized by Buyer in writing.

买方向卖方提供的或卖方在生产或提供货物或服务时使用的所有图纸，规格和数据中包含的材料、设备、工具、模具、模型、版权、设计权或其他形式的知识产权应为买方的独占的财产。卖方应在归还买方前，安全地保管这些财产，使其保持在良好的状态，并承担相应风险。在没有买方的书面指示前不可以处理这些财产，也不可以将这些财产在买方书面授权范围以外使用。

Seller warrants that the goods and service deliverables shall not violate any intellectual property rights of third parties nor any applicable laws or regulations and that, accordingly, Buyer and its Affiliates shall not, pursuant to Seller's fault, run any risk of prosecution, for any reason whatsoever. Notwithstanding such warranty, in the event that the goods and service deliverables are found to infringe the intellectual property rights of any third party and the use of such goods and service deliverables by Buyer and/or its Affiliates, agents, partners or subcontractors is enjoined, Seller shall, at its own cost, conduct any ensuing litigations and all negotiations for settlement of the third party's claim. Seller shall defend and hold Buyer and its Affiliates harmless from and against any such claim and litigation and shall bear the costs of any payment made in settlement or as a result of an award in a judgment against Buyer and/or its Affiliates.

卖方保证需交付的货物或服务成果不侵犯任何第三方的知识产权，也不违反任何适用的法律或法规。因此，若卖方有过错，买方及其关联公司不应承担任何原因的被起诉的风险。尽管卖方作了该保证，如果发现货物或服务成果侵犯了任何第三方的知识产权，并且买方和/或其关联公司、代理人、合作伙伴或转包人因使用该交付的货物或服务成果也被牵涉其中，卖方应自行解决第三方索赔的诉讼和谈判，费用由卖方承担。卖方应就任何该索赔和诉讼为买方及其关联公司辩护并使其免受损害，并承担买方和/或其关联公司在和解或判决结果中所需承担的所有支出。

15. Anti-bribery and Anti-corruption.

反贿赂和反腐败

Representation and Warranty. Seller represents and warrants that it, its owners, directors, officers, employees, sub-contractors and agents will act in full compliance with any applicable anti-corruption laws and regulations, industry and professional codes of practice, including but not limited to, FCPA, China anti-corruption laws and regulations, Law of the People's Republic of China Against Unfair Competition, and RDPAC Code promulgated by China Association of Enterprises with Foreign Investment the R&D-based Pharmaceutical Association Committee. Without limiting the generality of the foregoing, Seller represents and warrants in particular that Seller and its owners, directors, officers, employees, sub-contractors and agents will not directly or indirectly in connection with the business of Buyer or with this Purchase Order:

陈述和保证。卖方陈述并保证卖方及其权益所有人、董事、管理人员、员工、分包商及代理应严格遵守任何适用的反腐败法律和法规、行业规范和职业行为规范，包括但不限于，美国海外反腐败法(“FCPA”)、中国反腐败法律法规、中国反不正当竞争法和中国外商投资企业协会药品研制和开发行业委员会颁布的《RDPAC行为准则》。在不限上述总约定的前提下，卖方特别陈述和保证卖方及其权益所有人、董事、管理人员、员工、分包商及代理不会为了买方的业务或为了本采购订单直接或间接地：

(i) offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any Public Official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly in order to fulfil, obtain or retain (a) regulatory requirements, (b) any kind of business including any commercial transaction to which Buyer is a party, or which is otherwise in connection with this Purchase Order or (c) any other improper advantage;
向公务人员、个人、实体或其他第三方直接或间接地提供、承诺、支付或安排支付或给予贿赂或任何好处、有利条件或任何有价物以换取不当利益，为了实现、获得或维持 (a) 监管上的要求， (b) 任何业务，包括任何买方作为一方的商业交易或其他与本采购订单相关的业务，或 (c) 任何其他的不当利益；

(ii) transfer anything of value to a Public Official without the prior approval of BI Compliance Contact Person (email address: compliance.sha@boehringer-ingelheim.com) (“Compliance Contact Person”), regardless of whether or not such transfer might constitute a bribe;

未经本采购订单所列的买方合规联系人事先批准（邮箱compliance.sha@boehringer-ingelheim.com）（“合规联系人”），向任何公务人员提供任何有价物，无论此类提供是否可能构成贿赂；

(iii) transfer anything of value to sub-contractors, agents or any third party for the purpose of offering, promising, paying, receiving, soliciting, or arranging for the payment of, or reimbursing anyone for payment of, a bribe or a transaction of anything of value to a Public Official; or

为了向任何公务人员提供、承诺、支付、收取、招揽、或安排支付、或为向公务人员付款、贿赂或进行任何有价物交易提供报销而向分包商、代理或其他第三方转让任何有价物；或

(iv) request, accept a promise of or receive any payment, benefit or advantage from any individual or entity for oneself or for a third party in return for giving another person or entity unfair preferences in the procurement of goods or commercial or other services in connection with this Purchase Order.

代表其个人或第三方，向任何个人或实体索要、接受承诺或获得任何付款、好处或有利条件以换取给该个人或实体在获得与本采购订单相关的产品或商业或其他服务方面不公平的优待。

Public Official. For the purpose of this Purchase Order, "Public Official" means any officer or employee of a local or foreign government or any department, agency, political party, institution, or instrumentality thereof (including officers and employees of government controlled entities), or of a public international organization as well as any person acting in an official capacity for or on behalf of any such government, department, agency, institution or instrumentality, or for or on behalf of any such public international organization as well healthcare professionals, working in healthcare institutions, in which the central, regional or local government owns an interest or has control or which are paid partly or as a whole by the government.

公务人员。为本采购订单之目的，“公务人员”是指任何受聘于当地或外国政府或其下任何部门、代理、政党、事业单位、或机构（包括政府控制实体的官员和雇员），或国际公共机构的公务员或雇员，以及代表或为该等政府机关、部门、代理机构、事业单位或机构或国际公共机构工作的任何人员，以及在医疗机构工作的医疗专业人员。该等医疗机构由政府部分或全部出资，或中央、地区或地方政府在该等医疗机构拥有利益或控制权。

Reporting to Buyer. Seller shall report any suspicion of past, current or potential violations of this Section immediately to Buyer Contact Person (email address: compliance.sha@boehringer-ingelheim.com). If Seller is in doubt whether a certain act violates its obligations under this Section, Seller shall contact Buyer Contact Person and shall delay the decision before taking the action.

向买方报告。卖方应就任何可疑的过去、现在或潜在违反本条的行为立即向买方合规联系人（邮箱compliance.sha@boehringer-ingelheim.com）（“合规联系人”）报告。若卖方对于其行为是否违反本条之约定存在疑问，卖方应联系买方合规联系人，并在做出决定前延迟行动。

Training. Seller shall ensure that its directors, officers, employees, sub-contractors and agents receive appropriate anti-corruption training.

培训。卖方应确保其董事、管理人员、员工、分包商及代理商进行适当的反腐败的培训。

Audit Right. Seller agrees that Buyer shall have the right, at its cost, at any time upon reasonable prior notice, to audit Seller's records to ensure its compliance with the provisions of this Purchase Order and applicable laws and regulations by ensuring high level of confidentiality. In addition, upon Buyer's request from time to time, Seller agrees to certify compliance with the foregoing in a form suitable for Buyer.

审计权利。卖方同意买方有权自费用在任何时候通过事先合理的通知，在确保高度保密的情况下，审计卖方的记录来确认其对本采购订单条款及适用法律法规的遵守。此外，根据买方不时的要求，卖方同意向买方出具符合买方要求的证明前述合规事项的文件。

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Consequences of Violation. Any violation of this Section by Seller constitutes a material breach of this Purchase Order. In addition to any other sanction provided by law and/or this Purchase Order, Buyer may terminate this Purchase Order for cause and with immediate effect, if Seller violates its obligations under this Section.

违约的后果。卖方任何违反本条约定的行为构成重大违约。除根据法律和/或本采购订单约定的救济外，买方可因该违约立即终止本采购订单。

Exclusion. Seller is aware of and acknowledges that Buyer will exclude any potential contractual partners who engage in bribery, collusive practices or any other form of corruption or fraud from bids for tenders and future contracting.

排除。卖方知晓并承认买方不会允许任何进行贿赂、共谋或其他形式的腐败或欺诈的行为的潜在合作伙伴进行投标和进行将来的合作。

Indemnification. Seller shall indemnify and hold Buyer harmless for any loss or damage resulting of a breach by Seller, its directors,

officers, employees, sub-contractors and agents of this Section by Seller or of any applicable laws and regulations.

赔偿。卖方应赔偿买方因卖方及其董事、管理人员、员工、分包商及代理由于违反本条约定或任何适用的法律法规而对买方所造成的任何损失和损害。

16. Right to cancel. Buyer may cancel this Purchase Order at any time with reasonable prior written notice to Seller.

取消权。买方在给予卖方合理的提前书面通知后，可以随时取消本采购订单。

17. Governing Law. This Purchase Order shall be governed by the laws of People's Republic of China.

适用法律。本采购订单适用中华人民共和国法律。

18. Dispute Resolution. Any dispute, controversy or claim arising out of or in connection with this Purchase Order that cannot be settled amicably by the Parties within thirty (30) days of its notification by one party to the other shall be settled by the competent courts of the location of Buyer.

争议解决。由本采购订单产生的或与本采购订单相关的任何争议、争论或索赔，在一方向另一方发出通知后三十（30）日内不能通过协商双方友好协商解决的，应提交买方住所地有管辖权的法院解决争议。

19. Modification. The modification of this Purchase Order shall be made by Buyer via online system. No modification to the General Terms and Conditions of Purchase shall be made unless by written supplementary agreement.

修改。本采购订单的修改应由买方在线上系统完成。本采购标准条款的修改仅可采用补充协议的形式。

20. Language. This Purchase Order and the General Terms and Conditions of Purchase are written in English and Chinese. In case of any discrepancy, the Chinese language shall prevail.

语言。本采购订单及采购标准条款以中文和英文两种文字书就，如有任何不一致，以中文为准。

21. Pharmacovigilance (PV). Definition of Adverse Event (AE). As used herein an "Adverse Event" or "AE" shall mean any untoward medical occurrence in a patient or clinical trial subject administered a medicinal product and which does not necessarily have a causal relationship with this treatment.

药物警戒（PV）。不良事件（AE）的定义。本文中的“不良事件”指使用药品的患者或临床试验受试者出现的任何不利的医学事件，该事件不一定与治疗存在必然的因果关系。

Adverse Event Reporting. In order to enable Buyer to comply with its world-wide regulatory reporting responsibility, Seller shall forward within 24 hours after receipt to Buyer all information, Seller becomes aware by any means, on:

不良事件报告。为使买方能够履行其全球监管报告责任，卖方应在收到有关下述事项的信息后24小时内向买方转发该信息：

a) all AEs; 所有不良事件；

b) all reports where the embryo or foetus may have been exposed to the medicinal product via mother or semen with and without event and any AEs in conjunction with breastfeeding;

所有胚胎或胎儿可能通过母体或精液暴露于药品并伴有/不伴有不良事件的报告，以及任何与哺乳相关的AE报告；

c) any report of lack of effect, medication error with / without AE, overdose with/without AE, abuse with/without AE, misuse with / without AE, drug-drug or drug-food interaction, occupational exposure, unexpected benefit, transmission of an infectious agent via a BUYER's product, off label use with/without AE;

关于以下情形的所有报告：任何缺乏疗效、用药错误伴/不伴AE、药物过量伴/不伴AE、药物滥用伴/不伴AE、药物误用伴/不伴AE、药物-药物间相互作用或药物-食物间相互作用、职业暴露、非预期获益、感染性疾病通过买方产品传播、超标签使用；

d) any report of product complaints or falsified product associated with an AE;

与不良事件相关的产品投诉或伪造产品；

e) any information where at least adverse event information after intake of a BUYER active substance / product by patient(s) is available, and all other information (e.g. about counterfeits) regarding a BUYER product that might lead to a risk for a patient.

至少包含在患者使用买方活性物质/产品后发生不良事件信息以及所有其他关于买方产品可能导致患者风险信息（如假冒产品）。

SELLER shall forward all information listed under a) to e) above as it has been received, without screening, selection or further processing either by fax or secure e-mail to following BUYER contact indicating the date of receipt:

卖方应通过传真或安全电子邮件将其收到的所有有关上述（a）-（e）项规定的信息在未经筛选、选择或进一步处理的情况下转发给下述买方药物警戒联系人，并注明接收日期：

Boehringer Ingelheim (China) Investment Co., Ltd.
Pharmacovigilance Team

Address: 29F, No.1601 Nanjing Rd(West) Shanghai 200040, China
Phone: +86-21-52883513
Emergency call: 15901697723 (after business hour)
Fax: +86-21-32523624
E-mail: PV_local_China@boehringer-ingelheim.com

勃林格殷格翰（中国）投资有限公司 药物警戒部门
地址：中国上海市南京西路1601号，29楼 邮编：200040
电话：+86-21-52883513
紧急联系手机: 15901697723 (非工作时间)
传真：+86-21-32523624
电子邮件：PV_local_China@boehringer-ingelheim.com

Upon request of BUYER, SELLER shall provide BUYER with further information. SELLER is responsible to ensure that its staff working for BUYER is adequately informed and trained to comply with the reporting obligations described in this section and document this.

应买方要求，卖方应提供进一步信息。卖方负责确保其为买方工作的人员已经过充分的告知和培训，能够遵守本条款中描述的报告义务并记录之。

22. Export Control.

出口管制

“Item” means any goods, product, material, service, technical data, software or technology. “Technology” means specific technical information necessary for the development, production, or use of a product. “Trade Restrictions” means any restriction on Transactions including, but not limited to, license requirements, notification requirements, embargoes, sanctioned party lists, prohibitions or any other sanction. “Transaction” means any form of export, re-export, transfer, disclosure, supply, provision or other comparable Transaction, regardless of the way of transfer. “Controlled Item” means any Item which is subject to Trade Restrictions under the applicable Laws. “Law” means all laws, statutes, ordinances, directives, bylaws, rules and regulations and whether international, supranational, federal, state and local government or by any other legally constituted public authority of People’s Republic of China and the US or any other applicable Law imposing Trade Restrictions. This includes, without limitation, all treaties, regulations, directives and decisions of the European Union and its institutions.

“物品”是指任何货物、产品、材料、服务、技术资料、软件或技术。“技术”是指为开发、生产或产品使用所必需的特定技术信息。“贸易限制”是指任何对交易的限制，包括但不限于许可证要求、告知义务、禁运、受制裁主体名录、限制或任何其他制裁。“交易”是指任何形式的出口、再出口、转让、披露、供应、提供或其他类似交易，而不论其转让方式为何。“管制物品”是指适用法律下受到贸易限制的任何物品。“法律”是指所有法律、成文法、法令、条例、指令、规章制度、规则以及法规，不论其是否为国际性的、超国家的、联邦的、州的、地方政府或由任何其他依法组成的中国的公共机构，以及美国或任何其他实施贸易限制的适用法律，包括但不限于欧盟及其机构的所有条约、法规、指令和决定。

Seller agrees and covenants that the Item provided to Buyer hereunder may be subject to Trade Restrictions. Seller shall comply with all such Laws.

卖方同意并承诺若其向买方提供的本采购订单项下的物品可能受到贸易限制，卖方应当遵守所有该等法律。

Seller shall assure Buyer in written form that it is not a restricted party sanctioned or controlled by a restricted party to 50 % or more by any Law prior to performing any Transaction hereunder and in case of changes of this status, Seller will notify Buyer without delay.

卖方应当以书面形式向买方保证，在实施本采购订单项下的交易前，卖方不是受到任何法律制裁的受限制主体以及未受到受限制主体50%或以上控制，若该情形发生改变，则卖方应毫不延迟的通知买方。

Seller shall determine whether an Item is a Controlled Item and shall identify the specific trade control status of each Controlled Item.

卖方应当明确物品是否为管制物品，并且应当明确每一管制物品的具体的贸易管制状态。

Seller shall notify Buyer of any Trade Restrictions applying to a specific Item by the Laws prior to performing any Transaction with regard to the Controlled Item or provide Buyer access to such information. Seller shall inform Buyer, where the Controlled Item is listed (e.g. on the U.S. Commerce Control List) and what Trade Restrictions apply to the Transaction with the Controlled Item.

卖方应当在实施有关法律管制物品交易前，向买方告知适用于特定物品的贸易限制，或使买方可以获取前述信息。卖方应当告知买方管制物品的出处（例如出自美国商业管制清单）以及何种贸易限制将用于管制物品的交易。

Seller shall obtain and maintain, at its own expense, any governmental consents, authorizations, approvals, filings, permits or licenses required for Seller to perform any Transaction with regard to any Controlled Item hereunder.

卖方应当获得并持续持有为履行有关本采购订单项下管制物品的所必需的政府同意、授权、批准、备案、执照或许可，并自行承担相应费用。

Seller shall cooperate with Buyer by providing information upon request and other assistance necessary for the classification (e.g. on the US Export Control List), export documentation, license determination, export licensing etc. of the Controlled Item.

卖方应当与买方合作，根据要求提供信息以及提供其他有关管制物品的分类（例如美国出口管制清单）、出口文件、许可决定、出口许可证等的必要协助。