

STMicroelectronics  
GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES

意法半导体  
货物和/或服务的 一般采购条款及条件  
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In these General Terms and Conditions of Purchase of Goods and/or Services (these "General Terms and Conditions of Purchase"), "Buyer" shall mean the STMicroelectronics legal entity purchasing or acquiring Goods (defined below) and/or Services (defined below) from the entity selling or providing such Goods and/or Services ("Seller"). The Buyer and Seller are collectively referred to as the "Parties" or independently as a "Party".

在这些货物和/或服务的一般采购条款及条件（下称“一般采购条款及条件”）中，“买方”是指采购或获取货物（定义见下文）和/或服务（定义见下文）的意法半导体的法律实体，“卖方”是指此类货物和/或服务的销售方或提供方的（下称“卖方”）。买方和卖方合称为“双方”，或单称为“一方”。

## 1. ORDERS

### 订单

1.1. Unless otherwise stated in a written agreement duly signed by Buyer and Seller, the present General Terms and Conditions of Purchase shall apply to all purchase orders for materials, components, products, devices, equipment, software, any other tangible and/or intangible products (collectively hereafter referred to as "Goods") and/or services ("Services") of any kind issued by Buyer. Notwithstanding anything to the contrary stated in Seller's conditions of sale and services or any acknowledgement of order issued by Seller ("Order Confirmation") either in writing, by electronic mail or by EDI, Seller agrees that Seller's acceptance of Buyer's purchase order constitutes (1) Seller's express disclaimer of all its conditions of sale and services and (2) Seller's express acceptance of the General Terms and Conditions of Purchase set out herein, unless otherwise expressly separately agreed in writing by the Parties.

1.1. 除买方和卖方正式签署的书面协议有相反规定外，现有的一般采购条款及条件应当适用于买方发出的所有采购任何材料、零件、产品、装置、设备、软件，以及其它有形和/或无形的产品（下称“货物”）和/或服务（下称“服务”）的采购订单。即使在卖方的销售和服务条件或其它任何由卖方以电子邮件或电子数据交换的书面形式发出的订单确认书（下称“订单确认书”）中有不同陈述，卖方同意其对买方采购订单的接受将构成（1）卖方对其自己全部销售和服务条件的明示放弃，及（2）卖方对本一般采购条款及条件的明确接受，除非双方另有明确的书面约定。

1.2. An order will be considered as final and binding upon Buyer's reception in writing, by electronic mail or by EDI (when either system has been agreed by the Parties for the purposes hereof) of Seller's Order Confirmation within ten (10) days from the date of order. Failure to return an Order Confirmation within ten (10) days will give Buyer the right to cancel the order in writing, by electronic mail or by EDI without paying any liquidated damages, compensation or penalty. Any condition set out in Seller's Order Confirmation form that modifies, supplement, conflicts with or contradicts any of these General Terms and Conditions of Purchase shall be deemed invalid and not applicable.

1.2. 买方发出订单日期后十（10）日内，买方通过电子邮件或电子数据交换（按双方为此目的约定的两种中任何一种方式）的书面形式收到卖方的订单确认书时，订单即被视为最终订单并对双方具有拘束力。如果卖方未能在十（10）日内发送订单确认书的，买方有权通过电子邮件或电子数据交换的书面形式撤销订单并无需支付任何违约金、赔偿金或罚款。卖方的订单确认书中对本一般采购条款及条件的任何内容进行修改、补充、与之不符或相矛盾的条款应被视为无效或不适用。

1.3. An order bearing mention "price to be indicated" or other similar mention, will be deemed valid only upon Buyer's acceptance in writing of the price to be indicated.

1.3 对于订单上载明“价格待定”或其它类似表述的，订单应当在买方书面确认待定的价格时生效。

## 2. PRICING, INVOICING AND PAYMENT

### 价格、发票及付款

2.1. Applicable price is the price mentioned in Buyer's purchase order or resulting from price calculation formulas as stipulated in the purchase order. Such price shall always be stipulated firm, without any applicable tax, and not subject to revision or escalation, or any adjustment due to currency fluctuation during the term of the purchase order. Seller agrees to bear the risk of any economic change during the term of the purchase order or any circumstance which may render more onerous the delivery of the Goods and/or the performance of the Services. Unless otherwise agreed in writing, price is fully inclusive of relevant appropriate packaging for shipment of the Goods and of any and all costs, risks and profits related to or in connection with the performance of the purchase order. No extra charge of any kind will be allowed unless specifically agreed in writing by Buyer in advance and stated on the purchase order.

2.1 采购价格应当以**买方**采购订单中载明的价格或根据采购订单中载明的计算公式计算的结果为准，且在采购订单的有效期内，该价格是固定的，不加任何适用的税，不得因汇率浮动而修改、提高或调整。**卖方**同意承担采购订单有效期内发生的任何经济变化或任何可能使**货物**交付和/或**服务**履行更加困难的情况的风险。除有相反书面约定外，价格完全包括有关**货物**运输的适当包装及与订单履行相关的所有成本、风险及利润。除非**买方**提前书面同意并在采购订单中载明外，不允许有其他任何形式的额外费用。

2.2. Seller shall invoice Buyer according to the invoicing schedule set out in the purchase order. Invoices shall include purchase order number or reference, the name and address of the relevant Buyer and Seller, as set out in the relevant purchase order, quantity and description of supplied Goods and/or Services, date and reference of delivery notice and detailed price, and shall be accompanied by all the necessary supporting documents. Upon Buyer's request, Seller shall communicate all information requested by Buyer in writing regarding the status of the shipment and delivery of the Goods and/or performance of the Services. Unless otherwise stated on the purchase order, Seller shall issue one invoice per order. Such invoice shall be sent upon delivery of the Goods and/or upon completion of the Services when relevant Deliverables, as defined below, will have been duly accepted by Buyer without reserve. Invoices that do not comply with the above-mentioned condition shall be treated by Buyer as null and void and shall be returned to Seller for correction. Such non-compliant invoices shall not be subject to interest or other penalty for late payment nor deemed unpaid by Buyer.

2.2. **卖方**应当按照采购订单的规定向**买方**签发发票。发票应当包括相关采购订单中列明的订单号或索引号、相关**买方**和**卖方**的姓名和地址、数量及**货物**和/或**服务**描述、日期和交货通知索引以及详细价格，并且应当附上一切相关的必要文件。应**买方**要求，**卖方**应以书面形式传达**买方**要求的关于货物的装运和交付状态以及/或服务的履行情况的所有信息。除非采购订单有其它约定，**卖方**应对每份订单签发一份发票。此类发票应在**货物**交付时和/或**服务**完成时发出，且相关的交付成果（定义如下）需被**买方**无保留的正式接受。如果发票不符合上述条件，**买方**有权对发票按无效处理并将其退回**卖方**以进行更正。此类不合规的发票不需支付利息或其他滞纳金，**买方**也不会因此被视为未付款。

2.3. Unless otherwise agreed in writing on the purchase order, payment term shall be sixty (60) days from receipt of invoice. Any late payment of any undisputed invoice which is not cured within thirty (30) days of the receipt by Buyer of a summon written notice sent by Seller by registered letter with acknowledgment of receipt may entitle Seller to apply to Buyer an interest rate of three (3) percent per year, except to the extent the minimum yearly legal interest rate applicable in the country where Buyer is established is higher in which case such minimum yearly legal interest rate for such country shall apply, for late payment which will be computed on a prorated basis from the expiration date of the aforesaid summon notice to the date where relevant late payment has been cured by Buyer.

2.3. 除非采购订单上另有书面约定，否则付款期限为自收到发票之日起六十（60）天。任何无争议发票的逾期付款，如果**买方**收到**卖方**以挂号信形式发出的且确认收到的催告信后的三十（30）天内纠正，则**卖方**有权向**买方**主张每年百分之三（3%）的利息，但如果**买方**所在的国家/地区中适用的最低法定年利率更高的情况下，则适用于该国家/地区的最低法定年利率，对于逾期付款，利息应当从上述催告信的到期日起至**买方**处理相关逾期付款之日按比例计算。

2.4. If Buyer is obligated to deduct any taxes or fees imposed by its taxing authorities with respect to any amount payable to Seller under any purchase order, Buyer shall deduct such withholding taxes paid to relevant taxing authorities from the total amount due to Seller and Buyer shall provide Seller within a reasonable period of time with copies of all receipts for such payments in order to enable Seller to obtain the corresponding income tax credits.

2.4. 如果买方有义务就任何采购订单应向卖方支付的任何款项扣除其税务机关征收的任何税款或费用，则买方应在应付给卖方的款项总额中扣除已支付给相关税务机关的预提税，买方应在合理的时间内向卖方提供所有此类付款收据的副本，以使卖方能够获得相应的所得税抵免。

### **3. PACKAGING AND DELIVERIES**

#### **包装及交付**

3.1. Unless special packaging is specifically requested by Buyer on the purchase order, Seller shall supply the Goods with adequate packaging in compliance with applicable laws and regulations, if any, taking into account the nature of the Goods, the type of shipment to be used and taking all measures to protect the Goods from bad weather, corrosion, loading accidents, transportation or storage constraints, vibrations or shocks, etc. In any case Goods shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is (i) in accordance with applicable laws and regulations, if any, and good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rates and (iii) adequate to insure safe arrival of the Goods at the named destination. In case Seller has been requested by Buyer to use special packaging, it shall comply with all the corresponding instructions provided by Buyer.

3.1. 除非买方在采购订单上对包装有特殊要求，卖方应当根据适用的法律法规对货物进行妥善包装以满足货物的自然特性和运输方式的要求并足以使其不因恶劣天气、腐蚀、装卸事故、运输及储存压制、晃动或抖动等而遭受损坏。在任何情况下，货物应当有合理包装、标识以及其它运输准备，以能（1）符合适用的法律法规（如有）以及良好的商业交易习惯；（2）一般承运人同意在最低运费费率下承运；以及（3）足以保证货物安全抵达指定的目的地。如果买方请求卖方负责进行特殊包装，卖方应当遵守买方提出的所有相应要求。

3.2. Seller shall mark all packages and containers with all necessary lifting, handling, and shipping instructions, clearly identifying and marking items that need special care or special storage and/or transportation conditions, indicating the precautions to be taken. Seller shall label each package and container with shipping information, purchase order numbers, date of shipment, and name and address of consignor and consignee.

3.2. 卖方应当在所有包装及箱体上标注所有必要的抬举、搬运及运输指示的标识，并清楚的标注需要特别注意或需要特殊堆存及/或运输条件的物品，以及示明需要采取的预防措施。卖方应在每件包装及箱体上标注运输信息、采购订单号、发运日期以及发货人、收货人的名称及地址。

3.3. Seller shall be considered solely responsible for any damage to the Goods or any extra expenses due to incorrect or inadequate packaging, marking or labeling, except for damages or expenses which are solely and directly attributable to special packaging, marking or labeling instructions provided in writing by Buyer.

3.3. 卖方应当对因不当或不充分包装、标识及标注给货物造成的损失及因此产生的额外费用承担全部责任，但因买方书面要求的特殊包装、标注或标识单独直接造成的损失除外。

3.4. When delivering Goods, Seller shall at the time of dispatch send Buyer a notice of delivery in two (2) copies, specifying (i) the complete reference number of the purchase order and its date, (ii) the complete address of the consignor and of the consignee warehouse, (iii) a detailed description of the Goods, (iv) the total number of packages in the shipment, (v) the identification gross and net weight of each package, (vi) the mode of transportation, and (vii) the date of shipment.

3.4. 在交付货物时，卖方应当在发运时向买方发出一式两（2）份的通知，载明（1）采购订单的完整编号及其日期；（2）完整的发货人、收货人仓库地址信息；（3）货物的详细描述；（4）该批货物的总包装数量；（5）每单位包装的毛重及净重；（6）运输方式；以及（7）发运日期。

3.5. The method of delivery and the respective obligations of the Parties shall be specified in the purchase order, subject to INCOTERMS 2020. Where not otherwise specified, carriage of Goods shall be at Seller's own risk and expense. In any case, Seller shall provide adequate insurance of the Goods until arrival of the Goods at Buyer's premises or the destination otherwise agreed.

3.5. 交付方式及双方各自相应的义务应当根据采购订单载明，以《国际贸易术语解释通则2020》为准。。在没有相反规定的情况下，货物运输的风险及费用由卖方承担。在任何情况下，卖方应为货物提供足够的保险，直至货物到达买方处所或另行约定的目的地为止。

### **4. TIME SCHEDULE AND DELAYS**

#### **期限及迟延**

4.1. Time schedule and delivery date(s) of the Goods and/or deliverables ("Deliverables") in the frame of performance of the Services are specified in the purchase order. Seller's acceptance of the purchase order means Seller's irrevocable commitment to meet the time schedule and delivery date(s) thereby set out.

4.1. 货物和/或服务履行范围内的交付成果（下称“可交付成果”）的时间节点及交付期限由采购订单规定。卖方接受采购订单即表明卖方不可撤销的保证遵守订单载明的时间节点及交付期限。

4.2. Time schedule and delivery date(s) of the Goods and/or Deliverables in the frame of performance of the Services specified in the purchase order are of the essence of the purchase order and can be changed only by written agreement signed by both Parties.

4.2. 采购订单规定的货物和/或可交付成果的时间节点及交付期限是订单的根本要求，非经双方书面协议不得变更。

4.2.1. Early deliveries shall not be allowed unless accepted in writing by Buyer in advance. In any case Seller shall not be entitled to bonus for any early delivery.

4.2.1 未经买方事先书面同意，不得提前交付。在任何情况下，卖方均无权因提前交付而要求获得额外利益。

4.2.2. Seller shall promptly inform Buyer in writing of the full details of any events which may delay the execution of the purchase order, without however being entitled to any claim to extend the delivery time therefor. Seller shall make all reasonable efforts to minimize the delay in delivery and mitigate the consequences of the delay. Except in case of a Force Majeure Event, as defined below, Buyer shall have the right to cancel the purchase order without Seller having the right to any indemnity or compensation and with Buyer preserving its right to claim for any damage, loss or prejudice arising from the delay. In the event of such termination, Buyer may also purchase substitute Goods, Deliverables, and/or Services elsewhere and charge Seller for any loss incurred.

4.2.2 卖方应当将任何可能导致采购订单迟延履行的事件详情立即书面通知买方，但不得因此而获得要求延长交货期的权利。卖方应当采取一切合理的措施以最大限度缩短迟延交货的期限及减轻迟延的后果。除因不可抗力（定义见下文）外，买方有权取消采购订单而卖方不享有取得补偿或赔偿的权利，但买方保留对任何因迟延而造成的损失、损害或不利进行索赔的权利。在发生前述取消订单的情况下，买方也可以购买替代货物、可交付成果和/或服务，并向卖方收取由此产生的任何损失。

## **5. CHANGES AND SUBSTITUTIONS**

### **更改及替代**

5.1. Buyer shall have the right to make any changes in the order, and no such change shall in any way vitiate or invalidate the purchase order. Seller shall promptly inform Buyer of any price and/or schedule variations, if any, as the result of the changes requested by Buyer, and such variations shall have to be agreed in writing by the Parties in an amendment of the purchase order or in a new purchase order signed or duly accepted in writing by both Parties prior to the implementation of such changes.

5.1. 买方有权对订单做出任何变更，而且这种变更将不会影响采购订单的效力。若因买方所做的变更而导致订单价格或者时间安排的变更（如有），卖方应及时通知买方，且这种变更应在实施前经双方书面同意，通过对采购订单进行修改或通过一个由双方签署或正式接受的新订单的方式达成一致。

5.2. No changes or substitutions of the supply or deliveries of non-conforming Goods and/or Deliverables made or proposed by Seller shall be allowed unless expressly accepted in writing by Buyer in advance.

5.2. 除非买方事先书面同意，对于交付的货物和/或可交付成果与约定不符的，卖方不得擅自进行更换或替代。

## **6. PERFORMANCE, INSPECTION AND REFUSAL OF GOODS, SERVICES AND DELIVERABLES**

### **履行、检查及拒绝接收货物**

6.1. Seller agrees that during the time of performance of the purchase order, Buyer shall have the right during business days and working hours to access Seller's premises to supervise the manufacturing process or give special instructions and to control and/or test ordered Goods, Services and/or Deliverables, using Seller's

plant control and testing facilities. Conditions and modalities of such inspections shall be agreed by the Parties in advance. Such inspection shall not in any case reduce or limit Seller's liabilities and warranties towards Buyer. Seller undertakes to answer any questions raised by Buyer and upon Buyer's request to certify the origin of the Goods, Services and/or Deliverables.

6.1. 卖方同意，在采购订单履行期间，买方有权在工作日和工作时间内进入卖方场所监督生产程序或给予特别指示，以及利用卖方的生产控制及检验设备管理及/或检验订购的货物、服务和/或可交付成果。这些检查措施的条件及形式由双方提前约定。任何情况下，不得因这些检查措施而减轻或限制卖方对买方的责任和保证义务。卖方承诺回答买方提出的任何问题，并应买方的要求证明货物、服务和/或可交付成果的来源。

6.2. Buyer shall have the right to refuse Goods, Services and Deliverables that do not comply with the relevant purchase order or the applicable specifications or requirements. Non acceptance of Goods, Services and/or Deliverables shall promptly be notified to Seller by e-mail or by any other written instrument. Seller shall at its expense take back non-accepted delivered Goods and/or Deliverables, or with respect to non-accepted Services, at Buyer's request, re-perform such Services (to the extent feasible), within ten (10) working days from date of reception of the notice of non-acceptance. After the ten (10) working days period has elapsed, Buyer will return the non-accepted Goods and/or Deliverables to Seller at Seller's expense or with respect to non-accepted Services which Buyer had not requested Seller to reperform, Buyer and Seller shall consider such Services refused.

6.2. 对于不符合相应采购订单要求或其它所适用的规格或要求的货物、服务和可交付成果，买方有权拒绝接受。对于不接受的货物、服务和/或可交付成果，应当立即通过电子邮件或其它书面形式通知卖方。卖方应当自费用，在收到不符通知后十（10）个工作日内将交付的不符货物和/或可交付成果收回，或对于不被接受的服务，经买方要求，（在可行的范围内）重新提供该等服务。超过十（10）个工作日的，买方将把货物和/或可交付成果退还给卖方，相关费用由卖方承担，或对于不被接受且买方不要求重新提供的服务，则买卖双方应当将该等服务视为已被拒绝。

6.2.1. Prior payment to secure cash discounts does not constitute Buyer's acceptance of the Goods, Services and/or Deliverables.

6.2.1 为了现金折扣而预先支付货款的情况不得理解为买方对货物、服务和/或可交付成果的接受。

6.2.2. Non-refusal of the Goods, Services, and/or Deliverables does not in any way limit the warranties as per Section 9 below.

6.2.2. 不能因没有对货物、服务和/或可交付成果提出拒绝，而构成对第9条中提及的保证期限的任何限制。

## **7. OVERSHIPMENTS OF GOODS**

### **超量交付**

7.1. Buyer agrees to pay only for the ordered quantities of Goods, Services and/or Deliverables, provided that such quantities can be subject to the provisions of Section 5 above. Overshipments will be held at Seller's sole risk and expense for a period of time not exceeding ten (10) days from the date of delivery. After such period of time has elapsed without Seller taking back the Goods, Services (to the extent feasible) and/or Deliverables or sending instructions for shipment at Seller's expense, Buyer will return Goods, Services (to the extent feasible) and/or Deliverables exceeding the ordered quantities to Seller at Seller's sole risk and expense.

7.1. 买方仅同意就所采购的货物、服务和/或可交付成果的数量支付货款，该采购量必须符合上述第5点之规定。超量交付的货物的费用及风险由卖方承担，并由卖方在交付后不超过十（10）个工作日内收回。超过该期限卖方没有自担费用收回货物、服务（在可行范围内）和/或可交付成果，也没有就如何由卖方承担费用进行处理做出指示的，买方将把超过采购量的货物、服务和/或可交付成果以卖方负担费用及风险的方式退回给卖方。

7.2. Seller agrees that Buyer, at its sole discretion, may elect to purchase any, all or part of such overshipments of Goods, Services and/or Deliverables according to the terms of the applicable purchase order and to these General Terms and Conditions of Purchase.

7.2. 卖方认可，买方可以自行决定是否根据相应的采购订单及本一般采购条款及条件的条款购买全部或部分的超量交付的货物、服务和/或可交付成果。

## **8. TRANSFER OF TITLE AND TRANSFER OF RISK OF THE GOODS**

### **所有权转移及风险转移**

**8.1.** Unless otherwise agreed in writing by the Parties, transfer of title of the Goods shall take place upon arrival of the Goods at Buyer's premises or the destination otherwise agreed. Any reservation of title or property right clauses coming from Seller shall be deemed not valid.

8.1. 除双方另有书面约定外，货物所有权在货物到达买方场所或其它约定的目的地时转移。卖方对所有权或财产权的任何保留条款均视为无效。

**8.2.** Transfer of risk for Goods shall take place according to the **INCOTERMS 2020** provisions applicable to the supply. If no **INCOTERMS 2020** provision is applicable or if it is not specified, transfer of risk shall follow transfer of title.

8.2. 货物的风险转移应按照适用的《国际贸易术语解释通则2020》的贸易术语进行。如果《国际贸易术语解释通则2020》的规则不适用，或术语未能明确，风险转移与所有权转移一致。

## **9. WARRANTIES**

### **保证**

**9.1.** Unless otherwise agreed in writing by the Parties, Seller shall warrant for a period of twenty-four (24) months as from delivery of the Goods and as from acceptance of the Deliverables, that the Goods and Deliverables supplied and/or Services performed (i) shall comply with all the specifications, blueprints, drawings and data of Seller (in any format) or provided by Buyer and accepted by Seller or jointly agreed by the Parties in writing, and with all the requirements and conditions written on the purchase order, (ii) are of good workmanship and free from any design, material, manufacturing or operating defect, (iii) are of merchantable quality and offer the expected and required security during their use. It is understood and agreed that Seller is responsible for the supply of all parts necessary for the proper functioning of the Goods and Deliverables, and its adaptation to the use to which the Goods and Deliverables are intended, or to which one can legitimately expect, including where this is not expressly required by the Buyer (but within the limits of use possibly specified by the Seller at the time of acceptance of the relevant purchase order).

9.1. 除双方另有书面约定外，卖方保证在交付的货物和供应的可交付成果被接受后的24个月内，所交付的货物和可交付成果（1）符合所有卖方的，或由买方提供并由卖方接受的、或双方共同书面同意的说明书、模型、设计图及数据，以及采购订单载明的所有要求及条件；（2）制造工艺良好，且不存在设计、材料、制造或运行上的缺陷；（3）具有可销售性质量，并提供在使用过程中预期和要求的安全性。卖方理解并同意，卖方也应当提供货物和可交付成果的适当运行所需要的所有部件，并使其适应货物和所交付成果的预期用途或人们可以合理预期的用途，包括买方没有明确要求的情况（但应在卖方接受相关采购订单时其可能指定的使用范围内）。

**9.2.** During the warranty period, Buyer shall notify Seller in writing of any defect or malfunction of Goods, Deliverables, and/or Services supplied and Seller shall without any delay and at its expense replace or repair the Goods or correct the defect or malfunction affecting the Deliverables made available upon completion of the Services. Seller shall provide another twenty-four (24) month warranty period for any replacement, repair or correction made during the warranty period, starting on the day of successful and satisfactory completion of such replacement, repair or correction of the Goods and acceptance of the Deliverables. Transfer of title from Seller to Buyer of the replaced, repaired or corrected Goods and/or Deliverables shall take place upon delivery of the same.

9.2. 在保证期内，对于任何货物、可交付成果和/或提供的服务所存在的缺陷或故障，买方应当以书面形式通知卖方，卖方应当毫不迟延的自费用地更换或维修货物，或修复影响可交付成果在服务提供完毕时的可用性的缺陷或故障。对于在保证期内进行的更换、维修或修复，卖方应当另外提供二十四（24）个月的保证期，自令买方满意的货物的更换、维修或修复完成之日和可交付成果的接受之日开始计算。更换、维修或修复的货物和可交付成果的所有权，自交付时从卖方转移至买方。

**9.3.** If Seller does not satisfactorily replace or repair the Goods or correct the defect or malfunction affecting the Deliverables within ten (10) days following notification of such default or non-functioning of the Goods and/or Deliverables, Buyer shall have the right, at Buyer's exclusive option, in addition to any other rights and remedies available by law or in equity, to (i) make the replacement, repair or correction itself at Seller's sole cost and expense, or (ii) have such replacement, repair or correction made by a third party at Seller's sole

cost and expense, or (iii) to obtain from Seller total reimbursement of the purchase price paid for the defective or malfunctioning Goods and/or Deliverables.

9.3. 如果卖方在收到货物或可交付成果缺陷、故障的通知后的十（10）天内，未能对货物进行令人满意的更换、维修或对影响可交付成果的缺陷或故障进行修复的，除法律或衡平法可用的任何其它权利和补救措施外，买方有权选择（1）自行更换、维修或修复，卖方承担全部费用；或（2）安排第三方更换、维修或修复，卖方承担全部费用；或（3）要求卖方退还全部缺陷或故障货物和/或可交付成果的采购价款。

9.4. Seller agrees that the warranties specified herein shall be in addition to any warranties implied by law or expressly granted by Seller other than specified herein and to any other warranties, whether express or implied, applicable to the relevant purchase. They shall survive any inspection, test, acceptance and payments by Buyer, as well as any termination of orders or of agreements related to orders.

9.4. 卖方同意本条规定的保证是在任何法律规定或卖方在此之外明示给予的保证，以及其它任何相关采购中明示或暗含的保证之外的额外保证。本条规定之保证不因买方进行检验、测试、接受及支付款项而受到影响，且在相关订单或合同终止后同样有效。

## **10. INDUSTRIAL AND INTELLECTUAL PROPERTY**

### **工业及知识产权**

10.1. Seller represent, warrants and guarantees that i) the Goods to be supplied and any part of them and ii) the Services to be performed and/or the Deliverables made available as a result of the Services, respectively do not and will not infringe any patent, license, industrial patent right, copyright, trade secret, trademark, service mark, mask work right or any other industrial and/or intellectual property right of any third party (collectively "Third Party Intellectual Property Right(s)"). Seller represents, warrants and guarantees that it either owns all right, title and interest in and to the Goods, Services and Deliverables and/or has acquired all necessary rights and licenses in relation to the Goods, Services and Deliverables to enable Buyer to use, test, integrate, combine, sell, re-sell, offer for sell, import, export and otherwise distribute the Goods, Services and Deliverables and to peacefully enjoy the Goods, Services and Deliverables without risk of any claims or request for compensation from a third party.

10.1. 卖方陈述、保证并担保：i) 其交付的货物及其任何部件和 ii) 提供的服务和/或因服务而可供使用的可交付成果，都没有且将来不会侵犯任何第三人的专利、许可、工业专利权、著作权、商业秘密、商标权、服务标识、屏蔽作品权或其它任何工业及/或知识产权（合称为“第三方知识产权”）。卖方陈述、保证并担保其对货物、服务和可交付成果拥有全部权利、所有权和利益，和/或已获得与货物、服务和可交付成果有关的所有必要的权利和许可，以使买方能够使用、测试、整合、合并、出售、转售、发出销售要约、进口、出口和以其他方式分发货物、服务和可交付成果，并和平享受货物、服务和可交付成果，而无需承担来自第三方的索赔、赔偿要求的风险。

10.2. Seller agrees to defend, indemnify and hold Buyer harmless against any claim or action for infringement of a Third Party Intellectual Property Right, to pay all costs incurred by Buyer for the defense of such claim or action, including reasonable attorney fees, and to indemnify Buyer for any damage, loss and prejudice suffered by Buyer as a direct or indirect consequence of such claim or action.

10.2. 卖方同意为买方就因侵犯第三方知识产权导致的任何诉讼或主张提供辩护、赔偿损失和使买方免遭损害，并支付买方对该等诉讼或主张进行抗辩而承担的费用，包括合理的律师费；并且同意就买方因该等诉讼或主张直接或间接遭受的损害、损失及不利后果进行补偿。

## **11. TECHNICAL DOCUMENTATION**

### **技术文档**

Within the agreed time schedule and at the latest upon delivery of the Goods and/or Deliverables, Seller shall supply Buyer with all the technical documentation relating to the Goods and Deliverables, including in particular the user and maintenance manuals, the training manuals, drawings, technical data sheets, product safety data sheets, factory inspection certificates, certificates of conformity and any other relevant documentation. Unless otherwise specified in the purchase order, the delivery of the Goods and Deliverables embedding software includes the source codes and object codes related thereto and allowing maintenance, support and update of such software. Unless otherwise expressly agreed in writing by Buyer, Seller shall not be allowed

to supply to Buyer any open source software and/or to embed in any software application open source software or application.

在约定的时间节点内，最迟在**货物和/或可交付成果**交付之时，**卖方**应向**买方**提供与**货物和可交付成果**有关的所有技术文件，包括，特别是用户和维护手册、培训手册、图纸、技术数据表、产品安全数据表、工厂检查证明书、合格证书和任何其它相关文件。除非采购订单中另有说明，否则**货物和嵌入软件的可交付成果**的交付包括与之相关的源代码和目标代码，并允许对此类软件进行维护、支持和更新。除非**买方**另有书面明确同意，**卖方**不可以向**买方**提供任何开源软件和/或在任何软件应用程序中嵌入开源软件或应用。

## **12. PERFORMANCE OF THE ORDERED SERVICES**

### **订购服务的履行**

12.1. The Seller shall provide support, expertise and advice regarding the performance of the ordered Services. The Seller shall perform the tasks and duties defined in the relevant purchase order, order form and/or Quotation For Statement of Work using generally accepted professional practices and industry standards in a consistent, competent and professional manner and comply with all applicable laws and regulations in providing the Services. Seller shall be responsible for the total quality control of the Deliverables to be made available during the course and/or completion of the Services.

12.1. **卖方**应就**订购服务**的履行提供支持、专业知识和建议。**卖方**应在提供**服务**的过程中使用公认的专业惯例和行业标准，以一致、称职和专业的方式执行相关采购订单、订单表（规范）和/或工作职责范围报价中规定的任务和职责，并遵守所有适用的法律和法规。**卖方**应负责在**服务**的提供过程和/或完成之时提供的所有**可交付成果**的总体质量控制。

12.2. Upon completion of the Services or any phase of the Services, the Seller shall submit to the Buyer the Deliverables for acceptance. Acceptance of the Deliverables shall be materialized through the signature by the Buyer of an "Acceptance Certificate" or any other written instrument. Should the tests show that the Deliverables do not meet the specifications of the Services, the Seller shall set forth a correction program and deliver within a reasonable period of time to be mutually agreed upon between the Parties a corrected version of the Deliverables. After delivery of the corrected version of the Deliverables by the Seller, Buyer shall re-test such versions. Should the new versions of the Deliverables meet the specifications of the Services, Buyer will sign an Acceptance Certificate for such Deliverables. The Buyer's signature on an Acceptance Certificate shall not modify or waive Buyer's warranty rights above. Should Seller fail to deliver a corrected version of the Deliverables within the mutually agreed period of time, Buyer shall be entitled to terminate the relevant purchase order by registered letter.

12.2. **服务**完成之时或**服务**提供过程中的任何阶段，**卖方**应向**买方**提交**可交付成果**以供其接受。**买方**应通过在**验收证明**或任何其它书面文件上签字以实现**对可交付成果**的接受。如果测试表明**可交付成果**不符合**服务**规格，则**卖方**应制定更正计划，并在**双方**共同同意的合理时间内交付**可交付成果**的更正版本。在**卖方**交付了更正版本的**可交付成果**后，**买方**应重新测试这些版本。如果新版本的**可交付成果**符合**服务**规格，则**买方**将签署此类**可交付成果**的**验收证明**。**买方**在**验收证明**上的签名不得修改或放弃上述**买方**的保证期权利。如果**卖方**未能在**双方**同意的期限内交付正确版本的**可交付成果**，则**买方**有权以挂号信的形式终止相关的采购订单。

12.3. The Seller shall respect all applicable hygiene, safety, labor and employment law with respect to its personnel engaged in the supply of Goods and/or Services to the Buyer. If the Seller is required to intervene on Buyer's site, the Seller undertakes to comply with Buyer's internal rules in force within said site, the legal and regulatory provisions applicable in particular, with respect to the regulations applicable to hygiene, safety, labor and employment law relating to work carried out in an establishment by an outside undertaking. The Seller shall remain solely responsible for its personnel engaged in the supply of Goods and/or Services to the Buyer, whether or not involved on Buyer's site and shall be responsible for the remuneration and management of its own personnel.

12.3. 对于向**买方**提供**货物和/或服务**的人员，**卖方**应遵守所有适用的卫生、安全、劳动和雇佣法。如果要求**卖方**在**买方**现场进行干预，则**卖方**承诺遵守**买方**在该场所内有效的内部规则，特别是与在户外作业所开展的工作有关的卫生、安全和劳动和雇佣法的适用的法律法规。不论是否涉及到**买方**场所，**卖方**均应对其参与**到为买方提供货物和/或服务**的过程中的人员承担全部责任，且**卖方**应负责自己员工的薪酬和管理。



12.4. Buyer shall become the sole and exclusive owner of the Deliverables and results of the performance of the Services. All Intellectual property rights of the Deliverables and of any other results of the performance of the Services, title and interest in and of the intellectual property, in whatever type of information carrier, notably in case of software in the form of source code, binary code and the associated documents, as well as transferable patrimonial copyrights, developed by the Seller shall automatically, exclusively and without any territorial or time limitation be assigned to, without further consideration, and owned by Buyer from the point of which the Deliverables or any other results deriving from the performance of the Services is created. Failure by the Seller to submit an Acceptance Certificate and/or for Buyer to sign an Acceptance Certificate shall not modify or effect Buyer's ownership rights in the Deliverables. Buyer shall be free to use, reproduce, distribute, adapt, translate, modify, represent, commercialize and make, or have made such intellectual property or any portion thereof in any manner whatever, in its sole discretion.

12.4. 买方应成为可交付成果和服务履行的成果单独且唯一的所有者。无论以任何类型的信息载体呈现，可交付成果的全部知识产权以及服务履行的任何其它成果的所有权和知识产权利益，尤其是在采用卖方开发的源代码、二进制代码和相关文档以及可转让的承袭财产形式的软件的情况下，应自动、专有地且不受任何地域或时间限制地分配，而无需进一步考虑，并且买方自创建可交付成果或服务履行的任何其它成果之时拥有该所有权。卖方未能提交验收证明和/或买方未签署验收证明，不会改变或影响买方在可交付成果中的所有权。买方应自行决定以任何方式自由地使用、复制、分发、改编、翻译、修改、展示、商业化和制作前述知识产权或其任何部分或已经做出该等处置。

### **13. CONFIDENTIALITY**

#### **保密**

13.1. "Confidential Information" shall mean any data, drawing, design, equipment, electrical/electronic schematic and circuit diagrams, documentation, specifications, formulas, manufacturing processes, know-how, computer programs, technology, technical descriptions and specifications and any other commercial, financial, legal, technical and economic data or other material or information in any form or medium which is disclosed by one Party (hereinafter the "Disclosing Party") to the other Party (hereinafter the "Receiving Party") under any relevant purchase order whether orally and/or in writing and/or in graphic or in electronic or electromagnetic form and any derivatives of any of the foregoing, provided that it is clearly and conspicuously marked or designated in writing by the Disclosing Party as being Confidential Information, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, or if originally disclosed orally, provided that it is confirmed in writing as being Confidential Information by the Disclosing Party within thirty (30) calendar days after oral disclosure.

13.1. “保密信息”是指任何数据、设计图、设计、设备、电气/电子原理图和电路图、文档、规格、公式、制造过程、专有技术、计算机程序、技术、技术说明和规范以及任何其他一方（以下称“披露方”）向另一方（以下称“接收方”）根据任何有关的采购订单披露的任何形式或媒介的商业、金融、法律、技术和经济数据或其他材料或信息，无论是口头和/或书面形式和/或图形形式或者电子或电磁形式，以及上述任何形式的任何衍生形式，但须由披露方以清晰和明显的方式标记或指定属于保密信息，或者鉴于该信息的性质或披露该信息的情况应合理地视为保密信息，或者如果最初通过口头的方式披露，且披露方在口头披露后三十（30）个日历日内以书面形式确认该信息为保密信息。

13.2. The Receiving Party agrees to keep strictly confidential any Confidential Information under Section 13.1 received for the performance of the relevant purchase order and to avoid communication or disclosure of such Confidential Information to any third party unless with prior written consent of the Disclosing Party.

13.2. 接收方同意严格保密为履行相关采购订单而根据第13.1条收到的任何保密信息，并避免在未经披露方事先书面同意的情况下将此类保密信息传达或透露给任何第三方。

13.3. Except as aforementioned in Article 13.2 hereinabove, the Receiving Party shall have no obligation or restriction with respect to any Confidential Information which, the Receiving Party can prove:

- a) has not been reduced to writing, designated or confirmed, if originally disclosed orally, in writing by the Disclosing Party as confidential, or given the nature of the information or the circumstances surrounding its disclosure, reasonably, should not be considered as confidential. Such restrictions shall not apply to any information which are learnt by the Receiving Party, its employees, consultants and agents during the processing of personal data, which in any case shall remain confidential, or
- b) is communicated by the Disclosing Party to a third party free of any obligation of confidence, or

- c) was in the Receiving Party's possession or was known by the latter prior to its receipt from the Disclosing Party, or
- d) is developed by Receiving Party independently of the Disclosing Party's Confidential Information received hereunder, or
- e) is or becomes public knowledge without fault of the Receiving Party, or
- f) is disclosed by the Receiving Party under obligation created by court or government action.

13.3. 除上文第13.2条所述的内容外，接收方对任何可以证明以下内容的**保密信息**没有义务或限制：

- a) 没有被**披露方**以书面形式披露、指定或被披露方以书面形式确认为**保密信息**（如果最初是口头披露），或者鉴于信息的性质或披露的周围环境，在合理情况下，不应视为机密。此类限制不适用于接收方、其员工、顾问和代理商在处理个人数据期间获悉的任何信息，这些信息在任何情况下均应保持机密，或
- b) 由**披露方**告知第三方且该第三方无需承担任何保密义务，或
- c) 属于接收方所有，或者在接收方从**披露方**之处接收之前已被接收方知道，或
- d) 由接收方独立于本协议项下收到的**披露方**的**保密信息**而开发的，或
- e) 在接收方对此不存在过错的情况下，是或已经成为公共知识，或
- f) 接收方根据法院或政府诉讼规定的义务进行了披露。

**13.4.** The disclosure of any Confidential Information by the Disclosing Party and/or any Disclosing Party's affiliates shall not be construed as granting to the Receiving Party any right or license either express or implied, under any patent, patent application, trademark, copyright, maskwork, trade secret, or other intellectual property right now or hereafter owned or controlled by the Disclosing Party, except the limited right to carry out the purposes set forth in the relevant purchase order.

13.4. **披露方**和/或任何**披露方**的关联方披露任何**保密信息**，不得解释为授予接收方任何明示或暗示的专利、专利申请、商标、版权、掩盖作品权、商业秘密或其它现在或以后由披露方拥有或控制的知识产权，但履行相关采购订单中规定的目的的有限权利除外。

**13.5.** Upon the earlier of termination, completion of the relevant purchase order or Disclosing Party's request, the Receiving Party shall return (or destroy at Disclosing Party's discretion) all Confidential Information of Disclosing Party and/or its affiliates in Recipient Party's possession, including all copies, notes and/or extracts thereof, unless needed for the use by Buyer, as Receiving Party, the Goods, Deliverables and Services.

13.5. 在提前终止或完成相关采购订单或在**披露方**请求之时，接收方应退还或销毁（由**披露方**自行决定）接收方拥有的**披露方**和/或其关联方的所有**保密信息**，包括所有副本、票据和/或摘录（除非买方作为收货方需要使用该票据和/或摘录）、货物、可交付成果和服务。

**13.6.** Any advertising or oral or written communication concerning the purchase order or its details shall be subject to Buyer's prior written approval.

13.6. 有关采购订单或其详细信息任何广告或口头或书面交流均应获得**买方**的事先书面批准。

**13.7.** The provisions of this Section 13 shall survive without limitation during a period of ten (10) years from the date of completion of the purchase order.

13.7. 本第13条的规定自购买订单完成之日起十（10）年内可以继续有效。

## **14. TERMINATION**

### **终止**

**14.1.** Buyer shall have the right to terminate, by operation of law, the purchase order by registered letter, without paying any compensation, liquidated damages or penalty to Seller, (a) before Seller's acknowledgment of order pursuant to Section 1.2 above, or (b) if any of the following events occurs: (i) Seller fails to deliver the Goods, Deliverables and/or perform the Services within the date scheduled in the purchase order, and the delay lasts more than one (1) week without being approved by Buyer; (ii) Seller fails to comply with warranty obligations; (iii) Seller unreasonably withholds its consent to purchase order changes as per Section 5 above; (iv) Seller is in breach of any of its obligations arising from these General Terms and Conditions of Purchase or from a contract between the Parties to which the purchase order is subject, and such breach is not cured within ten (10) days from reception of a written notice sent by Buyer, being understood that if any

breach relates to non-performance of any security obligations pursuant to these General Terms and Conditions of Purchase or any provisions of any relevant purchase order, Buyer shall be entitled to immediately terminate the relevant purchase order; (v) a proceeding under insolvency, bankruptcy or similar laws is commenced against Seller; or (vi) an occurrence that constitutes a circumstance of a Force Majeure Event (defined below) gives rise to a delay lasting more than three months from the scheduled delivery date of the Goods, Deliverables and/or Services. The termination of the purchase order shall become effective at the date provided for in such termination notice. The foregoing rights pursuant to this Section 14.1 shall not be exclusive and are supplemental to any other rights or remedies provided by law, in equity or elsewhere in these General Terms and Conditions of Purchase.

14.1. 在下列情况下，**买方**可以根据法律规定通过挂号信的方式终止采购订单，而无需向**卖方**支付任何赔偿，违约金或罚款：（1）依据上述 1.2 条之规定**卖方**接受订单之前；或（2）在以下任何情形下：（i）**卖方**未能在采购订单规定的期限交付**货物、可交付成果和/或服务**，并且迟延持续超过一（1）个星期而**买方**不同意该迟延；（ii）**卖方**未能遵守保证期义务；（iii）在上述第 5 条规定的情况下，**卖方**不合理的拒绝同意订单更改；（iv）**卖方**违反任何本**一般采购条款及条件**所规定的义务或**双方**就采购订单所订立的合同约定的义务，且在收到**买方**对于违约的书面通知后十（10）日内未能纠其违约行为的，应理解为，如果任何违反行为与根据本**一般采购条款及条件**或任何相关采购订单的规定的任何担保义务的不履行有关，则**买方**有权立即终止有关的采购订单；（v）如果**买方**因清算、破产或类似法律而被提起法律程序的；或（vi）根据下述第 14.2 条之规定，**不可抗力事件**（定义见下文）发生并因此导致计划的**货物、可交付成果和/或服务**的交付日期迟延交货达三个月以上的。采购订单的终止应在该终止通知中规定的日期生效。本第 14.1 条规定的前述权利不是排他性权利，而是对法律、衡平法以及**一般采购条款及条件**中提供的任何其它权利和救济的补充。

14.2. Furthermore, subject to Section 14.3 below and unless otherwise agreed in writing, Buyer reserves the right to terminate for convenience at its sole discretion, by operation of law, at any time the purchase order in full or in part, by registered letter. Upon receipt of a purchase order's termination notice, Seller shall immediately stop all work under that purchase order, place no further orders nor make any further commitments for materials or services to complete the work and make any reasonable effort to mitigate and minimize costs and losses due as the result of such termination. The termination shall become effective at the date provided for in such termination notice.

14.2. 此外，在下述 14.3 条的规定下及除有书面不同规定外，**买方**保留为方便起见根据法律的规定自行决定通过挂号信方式随时通知终止整份订单或部分订单的权利。在收到终止采购订单的通知后，**卖方**应当立即停止被终止订单下的所有工作，不得为了完成订单继续采购材料或承诺服务，并采取一切合理之措施最大限度减轻和减小终止引起的费用及损失。终止应在该终止通知中规定的日期生效。

14.3. In case of termination of the purchase order by Buyer for convenience pursuant to Section 14.2 hereinabove, Seller shall be entitled to claim compensation, the amount of such compensation shall be settled by mutual agreement of the Parties, taking into account the time of termination, the work already carried out and the costs and expenses already sustained by Seller under the terminated purchase order or any portion thereof, as well as the possibility to sell the Goods, Deliverables and/or perform relevant Services to other customers.

14.3. 如果**买方**为方便起见而根据上文第 14.2 条终止了采购订单，则**卖方**有权要求赔偿，赔偿额应根据终止的时间、已经完成的工作、**卖方**在被终止的订单下已承担的全部或部分成本及花费、以及向其它客户转销售**货物、可交付成果和/或履行相关服务**的可能性等因素，由双方协商确定。

## **15. LIABILITY AND INSURANCE**

### **责任及保险**

15.1. Seller shall be solely responsible and liable towards Buyer and any third party for any physical injury, property damage or any other damage, loss or prejudice arising from performance by Seller or Seller's employees, agents or sub-contractors, of Seller's obligations under the purchase order.

15.1. 就**卖方**或其雇员、代理人或次承包人履行**卖方**在采购订单下的义务而引起的任何身体伤害、财产损失或其它损害、损失或不利后果，**卖方**应当向**买方**及任何第三人承担全部责任及义务。

15.2. Seller shall take out adequate insurance policies from a reputable solvent insurance company to cover any liability that, subject to Section 15.1 above, might arise towards Buyer, and hereby agrees to defend, indemnify and hold Buyer harmless against any such damage and liability. Upon Buyer's written request,

Seller shall provide to Buyer a certificate of insurance evidencing that it has subscribed adequate insurance policies in relation to the supply of the Goods, Deliverables and performance of the Services contemplated in the relevant purchase order.

15.2. 对于依据上述15.1条之规定可能导致买方承担的任何责任，卖方应当从一家有信誉和有偿付能力的保险公司处购买充分的保险并为买方辩护并使其免于承受该等损失及责任。经买方书面要求，卖方应向买方提供一份保险证明，证明其已就有关采购订单中规定的货物、可交付成果和服务的履行充分遵守保险政策。

15.3. In no event shall Buyer be liable towards Seller for i) incidental, consequential, indirect, punitive or special loss or damages of any kind, such as, but not limited to, lost business revenue or lost profits arising from the non-execution or non-performance of the relevant purchase order, or ii) damages in excess of the price allocable to the goods or services giving rise to the claim.

15.3. 买方在任何情况下均不对卖方承担以下责任：i) 任何形式的偶然的、间接的、惩罚性的或特殊的损失或损害，例如但不限于因未签署或未履行相关采购订单而导致的营业收入损失或利润损失，或 ii) 损害金额超过引起索赔的货物或服务对应的价格的部分。

## **16. FORCE MAJEURE** **不可抗力**

Neither Party shall be responsible or liable for any delay or failure in performance arising as a result of any occurrence or contingency beyond its reasonable control, including but not limited to, accident, act of God, acts of the public enemy, earthquake, fire, flood, labor disputes, riots, civil commotion, war (declared or not), requirements or acts of any government or agency thereof (collectively "Force Majeure Event"). The delayed Party shall send written notice of the delay and the reason therefore to the other Party as soon as possible after the Party delayed knew of the cause of delay in question. However, should the occurrence of a Force Majeure Event delay the delivery of the Goods and/or the performance of the Services during a period longer than one (1) month, the Parties shall without delay meet to consult each other and try to find an appropriate remedy to the situation and to reach an agreement thereon. Should the Parties fail to reach an agreement thereon within thirty (30) days following the expiration of the aforesaid period of one (1) month, either Party shall be entitled to terminate the relevant purchase order by operation of law, by registered letter sent to the other Party. The termination of the purchase order shall become effective upon receipt of such notification by the recipient Party.

任何一方将不对其不能合理控制的任何突发情况或意外事故引起的任何迟延或不履行承担责任，包括但不限于事故、天灾、公敌行为、地震、火灾、洪水、劳动争议、暴乱、动乱、战争（无论是否宣战）、政府或其代理机构的要求或行动（合称为“不可抗力事件”）。迟延的一方应当就迟延及迟延的原因在其知晓后尽早通知另一方。但是，如果发生不可抗力事件且导致货物的交付和/或服务履行延迟超过一（1）个月以上，则双方应立即开会协商，并尽力找到适当的补救措施，并就此达成协议。如果双方在上述一（1）个月的期限届满后三十（30）天内未能就此达成协议，则任何一方均有权依法通过给另一方发送挂号信的方式终止相关的采购订单。采购订单的终止应在接受一方收到该通知之时生效。

## **17. APPLICABLE LAW AND JURISDICTION** **准据法及管辖**

The applicable law governing the purchase order and these General Terms and Conditions of Purchase shall be the law of the country in which Buyer is established. In the case of dispute and in the absence of an amicable settlement, the only competent jurisdiction shall be that of the country in which Buyer is established. The 1980 Vienna Convention on the International Sale of Goods shall not be applicable.

买方注册地国家的法律为采购订单和本一般采购条款及条件的准据法。对于未能友好协商解决之纠纷的司法管辖权只能是在买方注册地国家。1980年维也纳国际货物销售公约不适用。

## **18. COMPLIANCE WITH ANTI-BRIBERY AND CORRUPTION POLICY REGULATIONS** **遵守反贿赂和腐败政策规定**

Seller represents that (i) neither it nor any of its affiliates, nor any of its or their respective directors, officers, managers, employees, independent contractors, subcontractors, representatives or agents ("Representatives"), have contributed any item of value, directly or indirectly, to any third party, in violation of the United

States Foreign Corrupt Practices Act, the U.K. Bribery Act, the French Sapin II law, the Italian Legislative Decree no. 231/2001 or any other applicable anti-bribery or anti-corruption law (together, “ABC Laws”), and (ii) it shall not, nor shall it permit any of its affiliates or any of its or their respective Representatives to, promise, authorize or make any payment to, or otherwise contribute any item of value, directly or indirectly, to any third party, in violation of any ABC Laws. Seller further represents that it shall, and shall cause each of its affiliates to, cease all of its or their respective activities, as well as remediate any actions taken by Seller, its affiliates, or any of its or their respective Representatives, in violation of the ABC Laws. Seller further represents that it shall, and shall cause each of its affiliates to, maintain policies and procedures, including systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems), designed to ensure compliance with the ABC Laws.

卖方表示 (i) 该公司或其任何关联公司, 或其任何董事、高级管理人员、经理、雇员、独立承包商、分包商、代表或代理商 (以称“代表”) 提供的直接或间接地对任何第三方进行的有价值的东西均未违反美国反海外腐败法、英国反贿赂法、法国萨潘二世法, 意大利第231/2001号法令或任何其他适用的反贿赂或反腐败法律 (合称为“反贿赂法律”), 并且 (ii) 不得, 也不得允许其任何关联公司或任何其他各自的代表, 违反反贿赂法律, 直接或间接向任何第三方承诺、授权或支付, 或以其他方式向任何第三方提供任何有价值的物品。卖方进一步表示, 它应并应促使其每个关联企业停止其所有或各自的活动, 并补救卖方、其关联企业或其任何或各自的代表所采取的任何违反反贿赂法律的行动。卖方进一步表示, 其应并且应促使其每个关联公司维持旨在确保遵守反贿赂法律的政策和程序, 包括内部控制系统 (包括但不限于会计系统、采购系统和计费系统)。

Furthermore, Seller agrees that, at all times in connection with and throughout the term of the relevant purchase order, it and its affiliates will comply with, and take reasonable measures to ensure that their Representatives or any other third party involved in the performance of the relevant purchase order, subject to its control or determining influence, will comply with the provisions of Buyer’s Code of Conduct, which Code of Conduct is hereby incorporated by reference as if written out in this Agreement in full. A copy of the Code of Conduct is available at: [https://www.st.com/content/ccc/resource/corporate/company/policy\\_state-ment/group0/27/23/5e/6d/ad/99/47/f6/BRSTCODE1015\\_0216.pdf/files/BRSTCODE1015\\_0216.pdf/jcr:content/translations/en.BRSTCODE1015\\_0216.pdf](https://www.st.com/content/ccc/resource/corporate/company/policy_state-ment/group0/27/23/5e/6d/ad/99/47/f6/BRSTCODE1015_0216.pdf/files/BRSTCODE1015_0216.pdf/jcr:content/translations/en.BRSTCODE1015_0216.pdf), or upon written request to Buyer’s Compliance Office.

此外, 卖方同意, 在相关采购订单的整个期间内, 卖方及其关联公司均应遵守并采取合理措施, 以确保其代表或任何参与该协议的在其控制或确定的影响下的其它第三方相关采购订单的履行, 将符合《买方行为准则》的规定, 该行为准则特此以引用方式并入本协议, 如同在本协议中完整写明一样。行为准则的副本可在以下网址获得:

[https://www.st.com/content/ccc/resource/corporate/company/policy\\_state-ment/group0/27/23/5e/6d/ad/99/47/f6/BRSTCODE1015\\_0216.pdf/files/BRSTCODE1015\\_0216.pdf/jcr:content/translations/en.BRSTCODE1015\\_0216.pdf](https://www.st.com/content/ccc/resource/corporate/company/policy_state-ment/group0/27/23/5e/6d/ad/99/47/f6/BRSTCODE1015_0216.pdf/files/BRSTCODE1015_0216.pdf/jcr:content/translations/en.BRSTCODE1015_0216.pdf), 或向买方的合规办公室提出书面要求后提供。

If Seller has evidence, reason to believe, or reasonably suspects that its or its affiliates’ Representatives or any other third party has breached any of the principles set out in Buyer’s Code of Conduct, Seller will notify Buyer immediately, take all necessary remedial actions, and inform Buyer about the status of such remedial actions on a regular and timely basis. In such event, Buyer reserves its rights, including the right to immediately terminate any purchase order.

如果卖方有证据和理由相信或有理由怀疑其或其关联公司的代表或任何其他第三方违反了《买方行为准则》中规定的任何原则, 则卖方将立即通知买方, 采取所有必要的补救措施, 并定期将此类补救措施的状态告知买方。在这种情况下, 买方保留其权利, 包括立即终止任何采购订单的权利。

## **19. GENERAL** **一般条款**

**19.1. Severance.** In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and these General Terms and Conditions of Purchase shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**19.1. 分割。**如果本文件的某个或多个条款因任何原因、在任何方面被认定为无效、不合法或不可执行, 该等无效、不合法或不可执行不得对本文其它任何条款产生影响, 并且本一般采购条款及条件应当按这些无效、不合法或不可执行的条款从未存在而进行理解。

**19.2. Observance of laws and regulations.** Seller is aware of, and shall in all respects abide by, laws, decrees and regulations issued by any local or other authorities, and any rules or regulations issued by private or public organizations relating to its activity within the framework of the implementation of the purchase order. Seller shall bear all the financial and/or administrative consequences incurred by Buyer; in particular, as a result of the failure by Seller or its employees, sub-contractors and suppliers, to comply with the provisions of the said laws, decrees, regulations or other above mentioned texts. In particular, the Seller undertakes to comply with the regulations in force applicable, in particular those relating to working conditions, employment, occupational health and safety of its personnel, and to participate actively in the fight against illegal work. In this regard, the Seller must, in particular, provide the Buyer, at the Buyer's first written request, with all the social and tax declarations necessary to comply with the regulations relating to the prohibition of undeclared work. The Seller certifies that it complies with the regulations in force with regard to the environmental aspects of its activities and more generally, the safety of the environment, in order to prevent any damage to the natural environment and ecosystems.

**19.2. 遵守法律及法规。** 卖方知晓且应当全面遵守任何地方或其它权力机构发布的法律、命令及规定，以及任何私营或公共组织发布的与其履行采购订单有关的任何规则或规定。卖方应当承担所有买方遭受的财务及/或行政责任，特别是该等责任因卖方或其雇员、次承包人及其供应商未能遵守上述法律、法令、规定或其它上述文件而引起的情况下。特别是，卖方承诺遵守适用的现行法规，特别是有关其工作条件、就业、职业健康和人员安全的法规，并积极参与打击非法工作的斗争。在这方面，卖方应，特别在买方的第一次书面要求之时，向买方提供与禁止未经申报的工作有关的所有必要的社会和税务声明。卖方证明其遵守有关其活动的以及更一般而言的环境及环境安全方面的现行法规，以防止对自然环境和生态系统造成任何损害。

**19.3. Waiver.** Buyer's waiver of a Seller's breach or default under these General Terms and Conditions of Purchase shall not be a waiver of any subsequent default. Failure of Buyer to enforce compliance with any term or condition hereof shall not constitute a waiver of such term or condition nor shall it affect Buyer's right to enforce compliance to such term or condition at a later time.

**19.3. 弃权。** 买方放弃对卖方在本一般采购条款及条件下的某个违约或不履行行为追究责任，并不构成买方放弃追究其它任何后续违约行为责任的权利。买方未要求按本文件任何条款或条件履行的，不能理解为买方放弃该等条款或条件，也不能理解为买方放弃在以后要求按照该等条款履行的权利。

**19.4. Sub-contracting.** Seller shall not, without Buyer's prior written consent, sub-contract directly or indirectly at any level the performance of the purchase order or any part thereof. Seller shall defend, indemnify and hold Buyer harmless against any and all claims of its contractors and/or suppliers. Seller will remain primarily liable to Buyer for the acts and omissions of its contractors or subcontractors and for their compliance with the terms of these General Terms and Conditions of Purchase.

**19.4. 分包。** 未经买方事先书面同意，卖方不得直接或间接将整个或部分采购订单分包给他人履行。卖方应当为买方辩护、对买方进行补偿并使其不得因其同相对方和/或供应商的任何主张而遭受损失。卖方将继续对买方承担其承包商或分包商的作为和不作为以及其对本一般采购条款及条件的遵守的主要责任。

**19.5. Assignment.** Neither Party shall without the prior written consent of the other Party assign or otherwise transfer partially or totally its rights and obligations under any purchase order. Notwithstanding the foregoing, either Party may assign any purchase order to any company, directly or indirectly owned or controlled by its parent company and/or to any company with which it may merge or consolidate or to which it may sell part or all of its business, provided that such company shall assume and agree to perform the obligations of the assignor under such purchase order and accept an obligation to impose the same or similar conditions or obligations on any assignee or transferee from it. For the purposes of this Section, ownership or control means an ownership or controlling interest, either direct or indirect, representing more than 50% of the voting capital of the assignee.

**19.5. 转让。** 任何一方未经另一方事先书面同意，均不得转让或以其他方式部分或全部转让其在采购订单下的任何权利和义务。尽管有上述规定，任何一方均可将任何采购订单转让给由其母公司直接或间接拥有或控制的任何公司和/或其与之合并或整合或向其出售部分或全部业务的任何公司，前提是该公司承担并同意履行该采购订单项下的转让人义务，并接受向其任何受让人或接受人施加相同或相似条件或义务的义务。就本条而言，所有权或控制权是指直接或间接占受让人投票资本的50%以上的所有权或控制权。

**19.6 Privacy.** If within the framework of these General Terms and Conditions of Purchase, a Party considers that personal data must be exchanged for the purpose of processing them, the Parties must come together in order to define the terms and conditions applying to the processing of personal data.

**19.6. 隐私权。**如果在这些**一般采购条款及条件**的框架内，一方认为必须交换个人数据以进行处理，则**双方**必须一起决定适用于处理个人数据的条款和条件。

**19.7. Export Control.** Each Party agrees to comply with all applicable laws, rules and regulations relating to export controls and, in particular, not to export or re-export the Confidential Information, the Deliverables or the Goods, without first obtaining any required permission, Government license, authorization or waiver required. In all cases the Seller shall communicate to the Buyer, at the latest at the time of delivery of the Goods and/or Deliverables, the applicable export control classification number (ECCN) of such Goods and Deliverables and whether the Goods and/or Deliverables are subject to US, EU or other export or reexport controls as well as any other required information in order to allow the Buyer to comply with relevant applicable laws, rules and regulations governing the reexport of such Goods and/or Deliverables. Buyer shall be entitled to decline to perform any act if such performance may result in a violation of applicable export controls or other applicable laws. Seller must immediately notify Buyer if it files a voluntary self-disclosure (VSD) or comes under investigation by government authorities for violation of any export controls or other applicable laws. In no event shall Seller transmit, export or reexport to Buyer an item that is subject to the United States International Traffic in Arms Regulations or the Common Military List of the European Union.

**19.7. 出口管制。**双方同意遵守与出口管制有关的所有适用法律、法规和规章，特别是，在未获得任何必需的允许、政府许可、授权或豁免的情况下，不得出口或再出口**保密信息、可交付成果或货物**。在所有情况下，**卖方**应最迟在**货物和/或可交付成果**交付时告知**买方**该**货物和/或可交付成果**适用的出口控制分类编号（ECCN）以及**货物和/或可交付成果**是否为受美国、欧盟或其他出口或再出口管制的约束，以及任何其他必需信息，以使**买方**能够遵守有关此类**货物和/或可交付成果**的再出口的适用法律、法规和规章。如果**买方**的行为可能导致违反适用的出口管制或其他适用法律，则**买方**有权拒绝采取任何行动。如果**卖方**提出自愿的自我披露（VSD）或因违反任何出口管制或其他适用的法律而受到政府当局的调查，则必须立即通知**买方**。**卖方**在任何情况下均不得将受《美国国际武器交易条例》或《欧盟通用军事名单》约束的物品转让、出口或再出口给**买方**。

**19.8 Attorneys' Fees.** If any legal action is necessary to enforce these General Terms and Conditions of Purchase, Buyer shall be entitled to reasonable attorneys' fees and expenses in addition to any other allowable relief.

**19.8. 律师费。**如果需要采取任何法律行动以执行本**一般采购条款及条件**，则除其它允许的救济之外，**买方**还有权主张合理的律师费和开支。