

# ALTEAMS GENERAL TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS AND/OR SERVICES (2018-2) 艾蒂盟斯采购商品和服务的一般条款和条件 (2018-2)

## 1. APPLICATION

### 1. 适用

1.1 These General Terms and Conditions (Alteams GTCs) of Purchase are an integral part of the Contract, although the Contract shall prevail in case of conflicting terms. In case of any conflicts between different language versions of governing documents, the English language version shall prevail.

1.1 本采购通用条款和条件(Alteams GTCs)是合同不可分割的一部分,但在条款发生冲突时,以合同为准。如果文件的不同语言版本之间存在冲突,应以英语版本为准。

1.2 All amendments to the Contract must be agreed in writing. Also, terms or conditions in Supplier's quotations, acceptances, or other communications will not be part of the Contract unless explicitly agreed in writing, and Supplier waives any right to rely on such terms or conditions

1.2 对合同的所有修改必须以书面形式达成一致。此外,供应商报价、验收或其他交流中的条款或条件将不构成合同的一部分,除非明确书面约定,且供应商放弃该等条款或条件的任何权利

## 2. DEFINITIONS AND INTERPRETATION

### 2. 定义和解释

2.1 Terms defined in the Supply Contract are used in these Alteams GTCs with the meanings ascribed to them in the Supply Contract. Unless stated otherwise in the Supply Contract, the following terms have the following meanings:

2.1 艾蒂盟斯一般通用条款中定义的术语,其含义与供应合同中赋予它们的含义相同。除供货合同另有规定外,下列用语具有下列含义:

**Affiliate:** any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by, or is under common ownership with a Party, by virtue of a controlling interest of more than 50 % of the voting rights or the capital;

关联公司:任何实体,无论是否注册,目前或将来,直接或间接拥有,由一方拥有,或与另一方共同拥有,凭借超过 50%的投票权或资本的控股权;

**Alteams GTCs:** these Alteams General Terms and Conditions for Purchase of Products and/or Services (2018-2);

Alteams GTCs: 艾蒂盟斯购买产品和/或服务的一般条款和条件(2018-2);

**Contract:** a written agreement and/or the Order for the purchase of Products and/or Services by Customer from Supplier, including any other documents submitted by Customer to form part thereof, such as but without limitation to any specifications;

合同:客户向供应商购买产品和/或服务的书面协议和/或订单,包括客户提交的构成合同一部分的任何其他文件,例如但不限于任何规格;

**Customer:** the party ordering Products and/or Services from Supplier;

客户:从供应商订购产品和/或服务的一方;

**Customer Data:** any data or information, including data relating to an identified or identifiable natural person, acquired by Supplier in preparation of or during the fulfilment of the Contract, irrespective of

whether such data or information relates to Customer, its Affiliates or their respective customers or suppliers;

客户数据:供应商在准备或履行本合同过程中获得客户的任何数据或信息,包括与已识别或可识别自然人有关的数据或信息,无论该等数据或信息是否与客户、其关联方或其各自的客户或供应商有关;

**Delivery:** delivery of Products by Supplier in accordance with Clause 10;

交付:供应商按照第 10 条交付产品;

**Embedded Software:** software necessary for operation of Products, and embedded in and delivered as integral part of Products;

嵌入式软件:产品运行所必需的软件,嵌入产品为交付不可分割的一部分;

**Products:** the items to be delivered by Supplier in accordance with the Contract and/or all materials, documents, or other items which are the result of Services provided by Supplier under the Contract in any form or media, including but without limitation to data, diagrams, drawings, reports and specifications;

产品:供应商按照本合同交付的项目和/或所有材料、文件或其他项目,这些材料、文件或其他项目是供应商根据本合同以任何形式或媒体提供服务的结果,包括但不限于数据、图表、图纸、报告和规范;

**Intellectual Property (Rights):** (a) patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

知识产权(权利):(a)专利、实用新型、著作权、数据库权和商标、商号、外观设计、技术诀窍、发明披露等权利(无论是否注册);(b)任何这些权利的申请、补发、确认、续期、扩展、分割或延续;(c)全球范围内所有其他知识产权和相等或相似保护形式的权利;

**Order:** Customer's order issued to Supplier for the purchase of Products and/or Services;

订单:客户向供应商发出的购买产品和/或服务的订单;

**Party:** Customer or Supplier;

一方:客户或供应商;

**Services:** the services to be provided by Supplier in accordance with the Contract;

服务:供应商按照合同约定提供的服务;

**Supplier:** the party providing the Products and/or Services to Customer;

供应商:向客户提供产品和/或服务的一方;

**Variation Order:** a change to the Order such as to alter, to amend, to omit, to add to, or otherwise to change the Order or any parts thereof.

变更命令:对订单的变更,如更改、修改、省略、添加或以其他方式更改订单或其任何部分。

2.2 References to clauses are references to clauses of these Alteams GTCs.

2.2 参考条款是指参考“ALTEAMS GTC”中的条款。

2.3 Headings are for convenience only and do not affect the interpretation of these Alteams GTCs.

2.3 标题只是为了方便，并不影响 Alteams GTCs 的解释。

### 3. CONFORMING PRODUCTS

#### 3. 符合标准的产品

3.1 The Products shall be delivered free from defects and from rights of third parties, shall meet the specifications, quality requirements and Customer instructions incorporated in the Contract and any agreed amendment, including Variation Orders, and otherwise shall be fit for the purposes for which such Products and/or Services would ordinarily be used.

3.1 交付的产品应无缺陷和并不存在第三方的权利，应当符合规格、质量要求和客户说明纳入合同和任何同意修正案，包括差异订单，否则应适合合同中载明的任何使用的产品和/或服务。

3.2 If the Customer has delivered to the Supplier materials for manufacturing and such material has been used in manufacturing faulty Products, the Supplier shall compensate the Customer costs related to such wasted materials. Upon Customer's request in such situations, Supplier shall provide evidence that Supplier has fulfilled its contractual responsibilities.

3.2 如客户已交付材料给供应商进行制造，且该材料已被供应商用于制造有缺陷的产品，则供应商应赔偿与该等废旧材料相关的客户成本。在这种情况下，应客户要求，供应商应提供证据证明供应商已履行其合同责任。

3.3 Supplier shall carry out all Variation Orders issued by Customer. Any resulting change in the cost, or the time required for, any Products or services, shall be equitably compensated by adjustment of the price or delivery schedule, or both, in writing. Any Supplier claim for such adjustment will be waived unless asserted within ten (10) calendar days from receipt of the Variation Order. Variation Orders requested by Supplier only become effective after written confirmation by Customer.

3.3 供应商应执行客户发出的所有变更订单。任何产品或服务的成本或所需时间发生的任何变化，均应通过调整价格或交货时间表，或同时以书面形式补偿。除非供应商在收到变更订单后的十(10)个日历日内提出索赔，否则对此类调整的任何索赔将被放弃。供应商要求的变更订单只有经客户书面确认后才能生效。

### 4. FORECASTS AND CAPACITY

#### 4. 预测和产能

4.1 Supplier commits to reserve sufficient capacity to meet Customer's requirements based on Customer's forecasts. Customer has a right to receive from Supplier, upon request, a written capacity commitment, stating minimum and maximum capacity. Supplier acknowledges and accepts that forecasts are only estimates and do not bind Customer.

4.1 供应商承诺根据客户的预测，预留足够的产能满足客户的要求。客户有权根据要求，从供应商处收到一份书面产能承诺，写明最低和最大产能。供应商承认并接受预测只是估计，并不对客户具有约束力。

4.2 If Supplier is unable to deliver all the Products on time, as set out in the forecasts, or otherwise realises that it may lack sufficient production capacity, Supplier shall inform Customer in writing.

4.2 如供应商未能如预测中所述准时交付所有供货产品，或因其他原因意识到其可能缺乏足够的生产能力，供应商应书面通知客户

### 5. SPARE PARTS, AFTER SALES, CHANGE OF PRODUCTION METHODS AND DISCONTINUATION

#### 5. 零配件、售后服务、生产方法的变更、停产

5.1 Supplier is committed to supply Products covered by the Contract as spare parts for Customer and/or Customer's partners for 10 years from the last delivery or active production for Customer. Supplier shall not charge more for such parts than the price stated in its published price list in effect as of the date of the original Order, or as otherwise agreed in the Contract.

5.1 从供应商产品最后一次交付给客户或客户现在应用的产品算起，供应商承诺向客户和/或客户的合作伙伴提供十(10)年本合同涵盖的产品作为备件。除非附录 1 中对备件的价格另有约定，否则供应商不应向客户或客户的合作伙伴收取额外的费用。

5.2 Should Supplier plan to make changes to any production methods, constructions or materials that might have an effect on the Product or deliveries to Customer, the changes must be agreed in writing with Customer beforehand. The Customer shall then have the changes inspected and accepted by its organization.

5.2 如果供应商计划对任何可能影响产品或交付给客户的生产方法、结构或材料进行更改，则更改必须事先与客户书面同意。然后，客户应让其组织检查后接受变更。

5.3 If Supplier discontinues manufacturing any of the Products, Customer must be given written notice at least twelve (12) months in advance, to enable Customer to place an end-of-life order. Such Products shall be delivered in one or more deliveries in accordance with Customer's instructions. In the event that Supplier ceases manufacture of any Good entirely, Supplier is obligated deliver its manufacturing drawings to Customer.

5.3 如果供应商中止生产产品中的任何零件，供应商须在预计的中止日期至少十二(12)个月之前向客户发出书面通知，以便在中止之前给予客户下寿命结束订单的机会。此类产品应按照客户的指示以一次或多次部分交货的方式交付。如果供应商完全停止制造任何产品，则供应商应将其制造图纸交给客户。

### 6. TOOLS, MODELS, EQUIPMENT AND MATERIALS

#### 6. 工具、模具、设备和材料

6.1 Any tools, models, raw materials, supplies or other production tools (hereinafter "Production tools") provided by Customer to Supplier, or purchased by Customer for Supplier's use, or manufactured for the production of the Products at Customer's expense, are the property of Customer. If Supplier, according to the Contract, acquires Production tools in the name of Customer, ownership shall be agreed separately in writing.

6.1 客户提供给供应商的，或客户购买供供应商使用的，或为生产该产品而制造的，或为生产该产品而制造的任何工具、模型、原材料、用品或其他生产工具(以下简称“生产工具”)，均为客户的财产。供方按照合同约定以客户名义取得生产工具的，所有权另行书面约定

6.2 Customer may make an inventory of its Production tools at Supplier's premises any time during regular working hours. The Production tools owned by Customer shall be stored and marked by Supplier so that they can, at any time, be shown to be the property of Customer. Supplier must maintain an annually specified production tool list which records markings on Customer's and Supplier's property.

6.2 在正常工作时间内，客户可随时在供应场所盘点其生产工具。客户拥有的生产工具应由供应商储存和标记，以便在任何时候显示为客户的财产。供应商必须保持每年指定的生产工具清单，记录客户和供应商财产上的标记

6.3 Supplier shall store Customer's Production tools with care and prevent any damage or loss, including providing adequate insurance of such. Supplier shall, at its own expense, provide regular maintenance, servicing and storage of all Customer's Production tools used by Supplier, but

Supplier shall not be liable for normal wear and tear. Customer shall pay repair or renewal costs for its Production tools caused by reasons unrelated to Supplier. However, such repair or renewal must be agreed upon with Customer in advance.

6.3 供应商应小心保管客户的生产工具，并防止任何损坏或损失，包括为此提供足够的保险。供应商应自费对订购供应商使用的所有客户生产工具进行定期维护、保养和储存，但供应商不对正常磨损承担责任。由于与供应商无关的原因，客户应支付生产工具的修理或更新费用。但是，这种维修或更新必须事先与客户达成一致。

6.4 Supplier may not, without Customer's consent, use the Production tools owned by Customer for purposes other than manufacturing Products for Customer. The Production tools owned by Customer or related information may not be handed over to third parties.

6.4 未经客户同意，供应商不得将客户拥有的生产工具用于为客户制造产品以外的其他用途。客户拥有的生产工具或相关信息不得转交给第三方。

6.5 Customer has the right to immediate return of all Customer's Production tools in the event of termination of the Contract, or force majeure or if Supplier stops manufacturing or supporting the Products and related parts, or if Supplier's inability to deliver has any reasonable impact on Customer's ability to produce or deliver.

6.5 在终止合同，或不可抗力或如果供应商停止生产或支持产品和相关零部件，或如果供应商无法合理解释影响客户的生产或交付的能力等情况下，客户有权立即收回所有客户的生产工具。

## 7. RELATIONSHIP OF PARTIES

### 7. 双方关系

7.1 The Parties are independent parties dealing at arm's length and nothing in the Contract may be construed to constitute Supplier as an agent or employee of Customer or as having any kind of partnership with Customer. Supplier must not represent itself as or act on behalf of Customer.

7.1 双方是独立的双方，彼此保持距离，本合同中的任何内容均不得被解释为供应商为客户的代理或雇员，或与客户有任何形式的合作关系。供应商不得代表客户或代表客户行事。

7.2 The Contract does not imply any employment relationship between Customer and Supplier's employees assigned to the execution of the Contract. Customer remains free of any responsibility or liability for labour, social security or taxes with respect to Supplier and Supplier's employees.

7.2 本合同并不意味着客户与被指派执行本合同的供应商员工之间存在任何雇佣关系。客户对供应商和供应商员工不承担任何劳动、社会保险或税收的责任或义务。

## 8. PRODUCTS DOCUMENTATION

### 8. 产品文档

8.1 Supplier shall submit all relevant certificates on material, device and/or service and other possible safety-, production-, inspection-, testing- and quality assurance documents, as well as "material safety data sheets", related to the delivery to Customer prior to the delivery.

8.1 供应商应在交货前向客户提交与交付有关材料、设备和/或服务以及其他可能的安全、生产、检验、测试和质量保证文件的所有相关证书，以及“材料安全数据表”。

8.2 Supplier must have, and provide to Customer upon request, official documentation including, but not limited to, technical documentation, product data sheets, drawings, manuals, application recommendations, test specifications, tool documentation, assembly instructions, quality system

descriptions, etc. for each individual part or process subject to the Contract.

8.2 供应商必须拥有并应客户要求提供正式文件，包括但不限于：技术文件、产品数据表、图纸、手册、应用建议、测试规范、工具文件、装配说明、质量体系描述等适用于本合同规定的每一个零部件或过程。

8.3 Each Party shall disclose to the other all information relevant to the manufacturing of the Products. The Parties may agree upon a pricing model and, if necessary, upon disclosure by Supplier to Customer of open cost calculations for the Products. Customer may, free of charge, use this information in its normal course of business, taking into account confidentiality obligations.

8.3 双方应向对方披露与产品制造有关的所有信息。双方可就定价模式达成一致，并在必要时，在供应商向客户披露产品的公开成本计算时达成一致。客户可免费在其正常业务过程中使用此信息，同时考虑到保密义务。

8.4 If Customer orders material for delivery to Supplier, Supplier shall deliver the documents giving evidence of their arrival to Customer without delay and free of charge, noting the date when the materials arrived, and in case of visible defect caused by the transportation, Supplier shall also note said defect on the transportation documents. Supplier understands that the timely delivery of the documents to Customer is essential.

8.4 如果客户订购材料交付给供应商，供应商应提供及时到达及免费的证据给客户，通知材料到达日期，和可见的运输导致缺陷，供应商还应注意缺陷包括运输文件。供应商理解及时向客户交付文件是至关重要的。

8.5 Supplier shall complete agreed incoming inspection for arriving products, components or other materials.

8.5 供应商应完全同意客户对到货的产品、部件或其他材料完成约定的进货检验。

8.6 Supplier shall prepare inspection records for the Products and obtain Customer's approval for them if mutually agreed.

8.6 供应商应准备产品的检验记录，并在双方同意的情况下获得客户的批准。

## 9. PRICE AND INVOICING

### 9. 价格和发票

9.1 The purchase prices are stated in the Contract and any modification requires written agreement. Prices include proper packaging and all taxes, except VAT or sales tax as applicable. Prices shall be negotiated annually, except in cases where, due to the pricing model, adjustments may be agreed quarterly due to changes in prices of raw materials and/or exchange rates.

9.1 采购价格在合同中有说明，任何修改均需书面同意。价格包括适当的包装和所有税费，不包括适用的增值税或销售税。价格应每年协商一次，但因定价模式而可能因原料价格和(或)汇率变动而按季度商定调整的情况除外。

9.2 Customer will only reimburse expenses identified in an Order, and only at cost. No other expenses shall be chargeable to Customer, as prices include such charges.

9.2 客户仅需支付订单中确定的费用，且仅按成本进行支付。其他费用不应向客户收取，因为价格已包含该等费用。

9.3 New products ordered shall be subject to the Contract, including its pricing principles, unless otherwise agreed. Prices for new products shall be agreed in writing and added to the Contract as frequently as convenient.

9.3 订购的新产品，除另有约定外，应受合同及其定价原则的约束。新产品的价格应以书面形式约定，并尽可能方便地在合同中增加。



9.4 During negotiations, prices will remain valid and Supplier will reserve sufficient capacity for Customer unless otherwise agreed.

9.4 在谈判过程中,除非另有约定,价格将保持有效,供应商将为客户保留足够的生产能力。

9.5 The Parties shall cooperate to find solutions and methods which enable savings and decrease of the cost level. At Customer's request, Supplier will provide a reasonable break-down of Supplier's material purchasing prices and costs, as per Supplier Pricing/ Cost Model as mutually agreed.

9.5 双方应合作寻找能够节约和降低成本水平的解决方法。应客户要求,供应商应根据双方同意的供应商价格/成本模型,提供供应商的采购材料价格和成本的合理明细表。

9.6 Unless otherwise stated in a Contract, payment shall be made to Supplier within ninety (90) days net, plus bank transfer days, of receipt of a correct, complete invoice, all documentation and proper full delivery. Invoices shall not be dated earlier than the delivery date specified on Customer's Order. Hourly-charge services require Customer's written confirmation of Supplier's time sheets. Supplier shall submit time sheets as instructed by Customer but not later than together with any related invoice. Confirmation of time sheets is not acknowledgement of any claims. Customer is not obliged to pay invoices based on time sheets not confirmed by Customer in writing.

9.6 除非合同另有规定,客户应在收到正确、完整的发票、所有文件和适当的完整交货后 90(90)天内,加上银行转账日,向供应商支付货款。发票的日期不得早于客户订单规定的交货日期。小时收费服务需要客户书面确认供应商的时间表。供应商应按照客户指示提交时间表,但不迟于与任何相关发票一起提交。时间表的确认并不代表对任何索赔的确认。客户没有义务根据未经客户书面确认的时间表支付。

9.7 The billing address for all invoices is specified in the Contract. All invoices must be in an auditable form, comply with law, generally-accepted accounting principles and Customer-specific requirements, and contain at least: Supplier name, address, reference person and contact details; invoice date; invoice number; Order number; address of Customer; quantity; specification of Products and/or Services; price (total amount invoiced); currency; tax or VAT amount; tax or VAT number; Authorized Economic Operator and/or Approved Exporter Authorization number and/or other customs identification number, if applicable; and payment terms as agreed.

9.7 所有发票的开票地址均在合同中注明。所有发票必须采用可审计的形式,符合法律、公认会计原则和客户的具体要求,并至少包含:供应商名称、地址、联系人和联系方式;发票日期;发票号码;订单号;客户的地址;数量;产品和/或服务的规格;价格(发票总额);货币;税款或增值税金额;税号或增值税号;获授权的经济经营者及/或获批准的出口商授权书号码及/或其他海关识别号码(如适用);以及约定的付款条件。

9.8 If Customer fails to pay the invoice when due, Supplier shall be entitled to interest of 5% annually on the unpaid amount, subject to Customer's right of set-off.

9.8 如果客户在到期日未支付发票,供应商有权按照未付款金额收取年利率 5% 的利息,但客户有权抵销。

## 10. DELIVERY, PERFORMANCE AND INSPECTION

### 10. 交货、效果和检验

10.1 Orders shall be deemed accepted by Supplier upon Supplier's written confirmation or 5 days from the date of Customer's Order.

10.1 供应商应书面确认客户订单或收到客户订单之日起 5 天未确认为供应商接受客户的订单。

10.2 Supplier shall provide no later than the date of each delivery the following minimum information: number of packages and contents, the customs tariff numbers of the country of consignment, and the countries of origin for all Products. For controlled Products, the relevant national

export control numbers must be indicated and, if the Products and/or Services are subject to U.S. export regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR) must be specified. Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; certificates of origin upon request. Supplier shall state the Order number on all invoices (in particular but not limited to commercial, pro forma or customs invoices).

10.2 供应商应不迟于每次交货日期提供以下最低信息:所有供货产品的包装件数和内容、寄售国的关税税号和原产地。对于受管制产品,必须注明有关的国家出口管制编号,如果产品和/或服务受美国出口管制,则必须注明美国出口管制分类编号(ECCN)或《国际武器贩运条例》(ITAR)的分类编号。无需客户要求,供应商需提交优惠原产地证明、合格声明和托运国或者目的地标志的;应要求提供原产地证明书。供应商应在所有发票(特别是但不限于商业发票、形式发票或海关发票)上注明订单号。

10.3 Upon Delivery, Supplier (or its appointed carrier) shall provide Customer a delivery note and any other required export/import documents not mentioned in Clause 8 (above). If Customer has approved partial delivery, such delivery note shall also include the outstanding balance.

10.3 交货后,供应商(或其指定承运人)应向客户提供送货单和第 8(上文)条未提及的任何其他必要的进出口文件。如客户已批准部分交付,则交付单还应包括未付余额。

10.4 Ownership passes to Customer at Delivery. Ownership of such Embedded Software in the Products, if any, will not pass to Customer, but Supplier shall grant or procure that any third-party owner grants, Customer and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty-free right to use the Embedded Software as an integral part of such Products and/or for servicing either of them.

10.4 所有权在交付时移交给客户。嵌入式软件产品之类的所有权,如果有的话,不会传递给客户,但是供应商应授予或采购任何第三方所有者授予、客户和所有用户一种不可撤销的、永久的、可转让的、非排他的、免版税的使用嵌入软件的权利,如这类产品的一个组成部分和/或为它们中的任何一个服务。

10.5 Supplier shall ensure that the Products are packed and marked according to Customer's written instructions, or in their absence, according to industry standards and adequately to preserve and protect the Products.

10.5 供应商应确保产品按照客户的书面指示包装和标识,或在没有客户书面指示的情况下,按照行业标准包装和标识,并充分保存和保护产品。

10.6 Unless agreed otherwise in the Contract, Products shall be delivered in accordance with INCOTERMS 2010 DDP, and services provided, to the place defined in the Contract or, if not defined, to Customer's place of business.

10.6 除非合同另有约定,产品应按照国际贸易术语解释通则 2010 DDP 和提供的服务交付至合同中规定的地点,或(如未规定)交付至客户的营业地点。

10.7 Product delivery times are specified in the Contract, shall be counted in working days and shall start on the date of Customer's written Order.

10.7 本合同规定的交货时间,以工作日计算,自客户书面订购之日起计算。

10.8 The Products shall be delivered, and Services provided, during Customer's business hours unless Customer requests otherwise.

10.8 除客户另有要求外,产品和服务应在客户营业时间内交付和提供。

10.9 The Supplier shall, if so requested by the Customer, employ the fastest possible mode of transportation for the delayed delivery. In such cases, the applicable terms of delivery are DDP Customer's site or other place which is mutually agreed in writing, INCOTERMS 2010 DDP. Delayed deliveries are at the Supplier's expense, except when the delay is due to Customer rescheduling an order or delivery. In the event of any delay not caused by Customer, the Supplier shall promptly, when the delay is identified or upon Customer inquiry, take such actions as are satisfactory to the Customer to enable the delivery. Actions should include, but not be limited to, night work, over time, weekend work, work on religious holidays, airfreight, taxi transportation, and postponement of vacations.

10.9 如果客户要求, 供应商应对延迟的交货采用最快的运输方式。在此情况下, 适用的交货条件为《2010 年国际贸易术语解释通则》中的完税后交货 (DDP)+客户现场或者双方以书面形式商定的其他地点。延迟交货的费用始终由供应商承担。如发生延迟, 供应商应在发现延迟或在客户询问时, 供应商应作为首要任务及时采取有效措施进行交付, 确保客户的交付及满意。措施应包括但不限于夜间工作、加班、周末工作、宗教节日工作、航空运输、出租车运输、推迟假期等。

10.10 Supplier must not suspend or delay the Delivery of any Products or the provision of any Services.

10.10 供应商不得暂停或延迟交付任何产品或提供任何服务。

10.11 Supplier shall inspect and confirm to Customer that the Products are in accordance with the specifications as set out in the Contract and shall document the inspection to the extent agreed between the Parties. Customer shall not be required to make any inspection of the delivered Products. Supplier waives any rights it may have as a consequence of Customer's omission to inspect.

10.11 供应商应检查并向客户确认产品符合合同规定的规格, 并应在双方同意的范围内将检查记录在案。不要求客户对交付的产品进行任何检验。供应商放弃因客户疏忽而可能享有的任何权利。

10.12 Delivery of Products or provision of Services is not acceptance of such Products or Services by Customer. Customer shall have reasonable time to inspect or test the Products, if Customer chooses to make such inspection, and/or Services and to report any defects to Supplier. Customer choosing to inspect the Products will not relieve Supplier of its obligation to inspect the Products as stated in these GTCs or elsewhere in the Contract. If a defect was not reasonably detectable during the inspection, Customer shall have reasonable time to provide notice after the defect has become apparent and/or to reject the Products/Services.

10.12 交付产品或提供服务不代表客户接受该等产品或服务。如果客户选择对产品进行检验和/或服务, 客户应有合理的时间对产品进行检验或测试, 并向供应商报告任何缺陷。客户选择检验产品并不免除供应商在本通用条款或合同其他地方规定的检验产品的义务。如果在检验过程中未能合理地发现缺陷, 客户应在缺陷变得明显和/或拒绝产品/服务后, 有合理的时间提供通知。

10.13 The Parties may agree on a certain acceptance procedure, in which case acceptance will be subject to Customer's written acceptance statement. Supplier shall inform Customer in writing reasonably in advance when the Products and/or Services are ready for acceptance.

10.13 双方可就某一验收程序达成一致意见, 在此情况下, 验收以客户书面验收声明为准。当产品和/或服务准备接受时, 供应商应提前以合理的书面形式通知客户。

## 11. DELAY AND CANCELATION

### 11. 延迟和取消

11.1 If the Delivery of Products or the provision of Services are not delivered on the agreed date(s), Customer may:

11.1 如产品交付或服务提供未能在约定日期交付, 客户可:

11.1.1 terminate the Contract in whole or in part;

11.1.1 全部或部分解除本合同;

11.1.2 refuse any subsequent delivery of the Products or provision of the Services;

11.1.2 拒绝任何后续交付的产品或提供的服务;

11.1.3 recover from Supplier any expenses reasonably incurred by Customer in obtaining the Products and/or Services in substitution from another supplier;

11.1.3 从供应商处收取客户从其他供应商处获取替代产品和/或服务而合理产生的任何费用;

11.1.4 claim damages for any cost, loss, and expenses incurred by Customer which are attributable to Supplier's delay; and

11.1.4 因供应商的延误而导致的客户产生的任何成本、损失和费用的损害赔偿;和

11.1.5 claim liquidated damages in the amount of zero point five percent (0.5%) for each day of delay, up to twenty percent (20%) of the value of the relevant Order.

11.1.5 有权要求违约赔偿金。每延迟一天的违约赔偿金额为订单中相关批次货物价值的百分之零点五至百分之二十 (0.5%-20%)。

11.2 Customer may reschedule or cancel orders and deliveries not already in transportation at its sole discretion. Supplier's obligation to deliver such Orders shall immediately cease. Supplier shall use every possible effort to minimize resulting costs including, but not limited to, efforts to use the parts and materials in Supplier's other businesses and, if possible, to sell the parts or materials elsewhere.

11.2 客户可自行决定重新安排或取消订单和尚未交付的货物。供应商交付该等订单的义务应立即终止。供应商应尽一切努力将由此产生的成本降至最低, 包括但不限于在供应商的其他业务中使用零部件和材料, 以及在可能的情况下在其他地方销售零部件或材料。

11.3 Following cancellation, Customer shall pay the unpaid balance due for the delivery already supplied. Supplier shall deliver the part of the delivery that has been paid for by Customer. Customer shall also pay any direct costs incurred by Supplier after all efforts to minimize costs.

11.3 取消订单后, 客户应支付已交付货物的未付余款。供应商应交付客户已付款的部分。在尽一切努力将成本降至最低后, 客户还应支付供应商产生的任何直接成本。

11.4 Customer shall not be liable for any indirect cost or damages relating to rescheduling or cancellation. Customer shall have no liability whatsoever for order rescheduling or cancellation other than as set out in this clause or in the Contract.

11.4 客户不对任何与重新安排订单或取消订单有关的间接成本或损害负责。除本条款或本合同规定外, 客户对订单的重新安排或取消不承担任何责任。

## 12. WARRANTY

### 12. 质保

12.1 Supplier warrants that the Products and/or Services comply with the Contract, including, without limitation, the terms of these Alteams

12.1 供应商保证产品和/或服务符合本合同, 包括但不限于艾蒂盟斯的条款

12.2 Supplier warrants that the Products are new and unused at Delivery, free from claims of third parties, and remain free from defects during the warranty period.

12.2 供应商保证供货产品在交货时是新的和未使用的，不存在第三方的索赔，在保证期内不存在缺陷。

12.3 Unless otherwise agreed, the warranty period is thirty-six (36) months from Delivery.

12.3 除非另有约定，质保期为交货后 36 个月。

12.4 If Supplier becomes aware of any defect, Supplier shall immediately notify Customer in writing, providing relevant details or then Customer shall have a right to claim any damages resulting from such failure to provide immediate notice of a defect.

12.4 若供应商发现任何缺陷，应立即书面通知客户，提供相关细节，客户有权要求供应商承担因未能及时通知缺陷而造成的任何损害。

12.5 In case of a breach of warranty, the entire warranty period shall be restarted from the date the cure is completed to Customer's satisfaction.

12.5 如有违反质保的情况，应从修复完成之日起重新启动整个保修期，直至客户满意为止。

12.6 The rights and remedies available to Customer under the Contract are cumulative and do not exclude any rights or remedies available at law or in equity.

12.6 客户在本合同项下享有的权利和补救措施是累积的，不排除法律或衡平法规定的任何权利或权益。

### 13. LIABILITY AND INDEMNITY

#### 13. 责任和赔偿

13.1 Without prejudice to mandatory law, Supplier shall, without limitation, indemnify and hold Customer harmless for all liabilities, damages, cost, losses or expenses as a result of Supplier's breach of the Contract. Supplier shall, without limitation, indemnify and hold Customer harmless in any third-party claim against Customer connected with the Products and/or Services including, without limitation, claims of personal injury, property damage and infringement of Intellectual Property Rights. Upon Customer's request, Supplier shall defend Customer against any third-party claims.

13.1 在不损害强制性法律的前提下，供应商应无限制地赔偿并使顾客免受因供应商违反本合同而产生的一切责任、损害、成本、损失或费用的损害。供应商应对与产品和/或服务有关的任何第三方索赔，包括但不限于人身伤害、财产损害和侵犯知识产权的索赔，给予客户不受限制的赔偿和保护。应客户要求，供应商应保护客户不受第三方索赔的影响。

13.2 Supplier is responsible for the control and management of all its employees, suppliers and/or subcontractors, and is responsible for their acts or omissions as if they were the acts or omissions of Supplier.

13.2 供应商负责对其所有员工、供应商和/或分包商的控制和管理，并对其作为或不作为负责，就像对供应商的作为或不作为一样。

13.3 Notwithstanding anything to the contrary in the Contract, Supplier shall, without any limitations, indemnify and hold harmless Customer for all liabilities, damages, cost or expenses incurred as a result of any violation by Supplier of its compliance or integrity obligations (set forth in Clause 14 below) and termination of the Contract, or arising from export restrictions concealed by Supplier.

13.3 虽然合同中有任何与合同相背的内容，供应商应无任何限制地赔偿因其任何违反遵从性或完整性的义务（下面规定的条款 14）和终止合同，或因其出口限制产生的成本和费用并保证客户不受任何的责任，损失。

13.4 The Supplier is expected to prepare a Business Continuity Plan for the sake of continuity of its actions and delivery reliability in all

circumstances. This shall include, e.g. an alternative action plan in respect of all critical resources, i.e. key personnel and machinery.

13.4 为了其行动的连续性和在所有情况下的交付可靠性，供应商应编制业务连续性计划。这应包括，例如，关于所有关键资源，即关键人员和机械的备选行动计划。

13.5 Supplier will insure its business and properties at all times, with insurers having a S&P rating of at least "A", against such risks, and in such amounts and with such limits and deductibles for which insurance is usually made by other businesses engaged in similar business activities, which shall include at least liability, property damage and employer's liability. In any case, all Supplier's insurance required by this clause shall comply with the minimum requirements detailed in the Contract, if any. For the avoidance of doubt, all risks of unexpected or sudden loss or damage to goods and equipment owned by Customer that are stored by or in the possession of Supplier, or which are present in areas where Supplier's employees perform their work under the Contract, will be duly insured at replacement cost by Supplier in favour of Customer. All insurance policies must include a waiver of subrogation against Customer. Supplier shall be responsible for the payment of any deductible applicable under the insurance policies indicated in this section. Maintaining the required insurance will not, however, relieve Supplier from any liability, nor limit Supplier's liability, towards Customer. Supplier will provide Customer, upon Customer's request with certificates of insurance, confirming that Supplier is compliant with its obligations under this section.

13.5 供应商将始终为其业务和财产投保，保险公司的标准普尔评级至少“A”，以抵御此类风险，而在这样的数量和这些限制和免赔额的保险通常是由其他企业从事类似业务活动，应当至少包括责任、财产损失和雇主的责任。在任何情况下，本条款要求的所有供应商保险应符合合同中详细规定的最低要求（如有）。为免存疑，由供货商储存或拥有或存在于供货商雇员根据合同进行工作的区域内的客户所拥有的货物和设备遭受意外或突然损失或损坏的一切风险，都将在更换时投保。所有保险单必须包括放弃对客户的代位求偿权。供应商应负责支付本节所述保险单项下适用的任何可扣除款项。然而，维持所需的保险并不会免除供应商对客户的任何责任，也不会限制供应商对客户的责任。应客户要求，供应商应向客户提供保险证明，确认订约供应商符合其在本节项下的义务。

13.6 Customer reserves the right to set off any claims under a Contract against any amounts owed to Supplier.

13.6 客户保留将合同项下的任何索赔与欠供应商的任何款项相抵销的权利。

### 14. COMPLIANCE AND INTEGRITY

#### 14. 遵从性和完整性

14.1 Supplier shall deliver the Products and provide the Services in compliance with all applicable laws and regulations, including Machine Directive 2006/42/EC and related EN standards, when applicable, and all applicable codes of practice.

14.1 供应商应按照所有适用的法律法规交付产品并提供服务，包括适用的《机器指令 2006/42/EC》和相关的 EN 标准，以及所有适用的工作守则。

14.2 ISO 14001 or an equivalent system for environmental management is recommended. Regardless of whether Supplier is ISO 14001 certified, Supplier must implement an environmental policy and ensure that all operations and processes comply with relevant standards, legislation and international conventions.

14.2 建议采用 ISO 1400 或同等的环境管理体系。无论供应商是否通过 ISO 14001 认证，供应商都必须执行环境政策，并确保所有操作和流程符合相关标准、法规和国际公约。



14.3 Customer shall not be liable for any occupational accidents or disease occurring to Supplier's employees and/or its subcontractors, even if in relation to the Products and/or Services.

14.3 即使涉及产品和服务, 客户不对供应商的员工和/或其分包商发生的任何职业事故或疾病负责。

14.4 Customer shall not be liable for any claims and/or lawsuits filed by Supplier's employees and/or subcontractors, and Supplier shall, without limitations, defend, indemnify and hold Customer harmless from and against any claim, proceeding, action, fine, loss, cost, damages and expenses arising out of or relating to any such claims and/or lawsuits, and any noncompliance with legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency applicable to Supplier, its employees or subcontractors. Supplier agrees to appear in court at its own cost if requested by Customer, acknowledging its status as sole and exclusive employer, and to provide Customer with all requested documentation and information to ensure proper legal defence of Customer in court. The preceding sentence does not apply if the liability or damage was caused by Customer's gross negligence or intentional act.

14.4 客户不对供应商的雇员和/或分包商提出的任何索赔和/或诉讼负责, 供应商应不受限制地为客户辩护、赔偿和保持客户不受任何索赔、诉讼、罚款、损失、成本、损害和由此产生的费用的伤害。属于或关于任何此类索赔和/或诉讼, 以及任何不符合适用于供应商、其雇员或分包商的任何相关政府或政府机构的立法、规章、行为守则、指导和其他要求的。供应商同意在客户要求时自费出庭, 承认其作为唯一和排他性雇主的地位, 并向客户提供所有要求的文件和信息, 以确保客户在法庭上得到适当的法律辩护。因客户重大过失或者故意行为造成的责任或者损害, 不适用前款规定。

14.5 Supplier and its subcontractors must comply with the Alteams Lists of Prohibited and Restricted Substances and with the reporting and other requirements regarding Conflict Materials made available under [www.alteams.com](http://www.alteams.com) or otherwise and shall provide Customer with documents, certificates and statements as requested. Any direct or indirect statement made by Supplier to Customer with regard to materials used for or in connection with the Products and/or Services will be deemed to be a representation under the Contract.

14.5 供应商及其分包商必须遵守艾蒂盟斯禁止和限制物质清单, 遵守 [www.alteams.com](http://www.alteams.com) 或其他网站提供的关于冲突材料的报告和其他要求, 应按客户要求向客户提供文件、证书和声明。供应商就产品和服务使用的材料或与产品和服务有关向客户作出的任何直接或间接声明, 将被视为本合同项下的陈述。

14.6 Supplier represents and warrants that it is and will remain fully compliant with all applicable trade and customs laws, regulations, instructions, and policies, including, but not limited to, satisfying all necessary clearance requirements, proofs of origin, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the provision of services, the release or transfer of products, hardware, software and technology.

14.6 供应商表示并保证其完全遵守并将继续遵守所有适用的贸易和海关法律、法规、指示和政策, 包括但不限于, 满足所有必要的通关要求、原产地证明、进出口许可证和豁免。与提供服务、发布或转让产品、硬件、软件和技术有关的所有适当的政府机构和/或披露。

14.7 No material or equipment included in or used for the Products and/or Services may originate from any company or country listed in any relevant embargo issued by the authority in the country where the Products and/or Services will be used or an authority otherwise having influence over the equipment and material forming part of the Products and/or Services. If any of the Products and/or Services are or will be subject to export restrictions, it is Supplier's responsibility to promptly inform Customer in writing of the particulars of such restrictions.

14.7 供应商的原料或产品没有使用产品和服务可能源自任何上市公司或国家有关机关签发的禁运的国家产品和服务, 或使用影响设

备和材料形成的产品和服务的一部分。如果任何产品和服务受到或将要受到出口限制, 供应商有责任立即以书面形式将此类限制的详情通知客户。

14.8 Both Parties warrant that each will not, directly or indirectly, and that each has no knowledge that other persons will, directly or indirectly make any payment, gift or other commitment to customers, government officials or agents, directors or employees of each Party, or any other party in a manner contrary to applicable laws (including but not limited to the U. S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and, where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials), and each shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the Contract will require either Party or any of its Affiliates to reimburse the other for any such consideration given or promised.

14.8 双方保证不会直接或间接地和不会认识到其他人员将直接或间接作出任何付款、礼物或其他承诺给客户、政府官员或代理、董事或雇员的一方, 或任何其他的方式违反适用的法律(包括但不限于美国反海外腐败法), 2010年英国反贿赂法案, 在适用情况下, 执行《经合组织打击贿赂外国官员公约》的成员国和签署国制定的立法), 并应遵守所有有关贿赂和腐败的法律、法规、条例和规则。本合同不要求任何一方或其任何关联方就给予或承诺的任何此类对价向另一方进行补偿。

14.9 Supplier acknowledges and confirms that Supplier has received a copy of the Alteams Supplier Code of Conduct or has been provided information on how to access the Alteams Supplier Code of Conduct online at [www.alteams.com](http://www.alteams.com). Supplier agrees to perform its contractual obligations in accordance with the Alteams Supplier Code of Conduct.

14.9 供应商了解并确认供应商已收到艾蒂盟斯供应商行为守则的副本, 或已获得有关如何在 [www.alteams.com](http://www.alteams.com) 网站上查阅艾蒂盟斯供应商行为守则的信息。供应商同意按照艾蒂盟斯供应商行为守则履行其合同义务。

14.10 Supplier shall, on reasonable prior notice by Customer, provide complete access to Supplier facilities and those of its subcontractors so that Customer or its designated representatives may inspect such facilities, manufacturing processes, and materials for purposes related to Supplier's warranty obligations, quality control of the Products, and the Alteams Supplier Code of Conduct. Customer requires that all Suppliers be certified ISO 9001 and 14001 or act in accordance therewith.

14.10 供应商应当在客户合理的事先通知情况下, 提供客户完整的访问供应商设施和其分包商的权利。客户或其指定的代表可能检查这些设备, 制造工艺, 和材料用于与供应商相关的保修义务, 产品的质量, 艾蒂盟斯供应商行为守则。客户要求所有供应商必须通过 ISO 9001 和 14001 认证, 或按认证要求行事。

## 15. INTELLECTUAL PROPERTY

### 15. 知识产权

15.1 Subject to Clause 15.2 (below), Supplier hereby grants Customer, or undertakes to procure that Customer is granted, a worldwide, irrevocable, transferable, non-exclusive, royalty-free license to use the Intellectual Property Rights in the Products, including Embedded Software, if any.

15.1 在符合下文第 15.2 条(以下)的规定下, 供应商特此授予客户, 或承诺使客户获得在全球范围内使用产品(包括嵌入式软件)的知识产权(如有)的、不可撤销的、可转让的、非独家的、免版税的许可。

15.2 Supplier herewith assigns to Customer full ownership rights in any Intellectual Property in Products resulting from the Services. Supplier further agrees, upon Customer's request and at its cost, to take all further steps necessary to perfect Customer's ownership to the Intellectual Property. Supplier further agrees to provide all information that may be necessary when applying for patents or other intellectual property protection for the above-mentioned inventions and to cooperate with Customer in making such application. If any patents or protection of

designs will apply, relating to the Contract, Customer alone shall be the applicant. With written permission of Customer, Supplier has the right to use these patents and protection of designs.

15.2 供应商在此向客户转让由该服务产生的产品中的任何知识产权的全部所有权。供应商还同意根据客户的要求并承担其费用，采取一切必要的进一步措施来完善客户对知识产权的所有权。供应商还同意提供申请上述发明的专利或其他知识产权保护时可能需要的所有信息，并与客户合作提出申请。如果与本合同有关的任何专利或设计保护将适用，则申请人仅限于客户。经客户书面许可，供应商有权使用这些专利并保护设计。

15.3 Intellectual Property Rights in any Products created prior or outside a Contract (Pre-Existing IPR) will remain vested in Supplier, Customer or the third-party owner, as applicable. To the extent that Pre-Existing IPR are embedded in any Products resulting from the Services, Supplier grants, or undertakes to procure that the third-party owner grants, Customer and its Affiliates a worldwide, irrevocable, transferable, non-exclusive, royalty-free license to use the Pre-Existing IPR as part of such Products, including the right to improve, develop, market, distribute, sublicense or otherwise use such Pre-Existing IPR.

15.3 在合同之前或合同之外创建的任何产品(已存在的知识产权)的知识产权将保留在供应商、客户或第三方所有者(视情况而定)手中。在某种程度上,已存在的知识产权是嵌入到任何产品的服务,供应商资助,或第三方所有者授予进行采购,客户及其关联公司在世界范围内,不可撤销的,可转让的,非排他性,免版税许可使用已存在的知识产权作为产品的一部分,包括改善,开发、市场分配、有偿或使用这些已存在的知识产权。

15.4 Supplier shall not use Customer's intellectual property rights to manufacture, sell or otherwise distribute products or spare parts containing or based on Customer's intellectual property rights without Customer's written permission. In addition, Supplier shall not use Customer's confidential information in order to manufacture, sell, deliver or otherwise distribute products which either contain or are based on Customer's confidential information such as, but not limited to, Customer's drawings, assembly instructions, models, moulds or specifications. Supplier shall have the right to sell its own products which do not contain any Customer's intellectual property rights or confidential information without any restrictions; provided, however, that Supplier shall not directly or indirectly engage in sales of any products or services to customers of Customer that Supplier has learned about from Customer, for the term of the Contract and for a period of one (1) year following termination or expiration of the Contract, without the express written permission of Customer.

15.4 未经客户书面许可,供应商不得利用客户的知识产权制造、销售或以其他方式销售包含或基于客户知识产权的产品或零配件。此外,供应商不得将客户的保密信息用于制造、销售、交付或以其他方式分销包含或基于客户的保密信息的产品,比如,但不限于客户的图纸、装配说明、型号、模具或规格。供应商有权在不受任何限制的情况下销售不包含任何客户知识产权或机密信息的供货产品,然而,合同终止或期满一(1)年内,未经客户的书面许可,供应商不得直接或间接从事销售任何产品或服务给客户的客户。

15.5 Supplier must specify in writing and prior to Delivery all open source software contained in or used by Embedded Software, if any, and request Customer's written approval. Supplier agrees to replace at its own cost any open source software components rejected by Customer with software of at least the same quality and functionality.

15.5 供应商必须在交付嵌入式软件中包含或使用的所有开源软件(如有)之前,以书面形式作出规定,并要求客户书面批准。供应商同意以至少相同质量和功能的软件替换客户拒绝的任何开源软件组件,费用由供应商承担。

15.6 If any claim is made against Customer that Supplier's Products and/or Services infringe a third party's Intellectual Property Rights, Supplier shall at its cost, but at Customer's discretion (i) procure for Customer and Customer's clients, as the case may be, the right to continue using the Products and/or Services; (ii) modify the Products and/or Services so they

cease to be infringing; or (iii) replace the Products and/or Services by non-infringing equivalents. Otherwise, Customer is entitled to terminate the Contract, to reclaim all sums which it has paid to Supplier thereunder, and to claim damages incurred.

15.6 如客户认为供应商的产品和/或服务侵犯了第三方的知识产权,则供应商应自行承担费用,但由客户自行决定(i)为客户和客户的客户(视情况而定)争取继续使用产品和/或服务的权利;(ii)修改产品及/或服务,使其不再侵权;或(iii)以不侵权的等价物取代产品和/或服务。否则,“客户”有权终止本合同,收回其根据本合同向“供应商”支付的所有款项,并要求赔偿由此产生的损害。

## 16. CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION

### 16. 保密性, 数据安全, 数据保护

16.1 Supplier shall keep in strict confidence all Customer Data and any other information concerning Customer's or its Affiliates' business, their products and/or their technologies (whether received before or after acceptance of the Contract). Supplier shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors or other third parties (Permitted Additional Recipients) as need to know the same for the purpose of providing the Products and/or Services to Customer. Supplier shall ensure that such employees, agents, subcontractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Supplier or, where applicable, are required to comply with codes of professional conduct ensuring confidentiality of such information and will be liable for any unauthorized disclosures.

16.1 供应商应严格保密所有客户数据和与客户或其关联方业务、其产品和/或其技术(无论是否在接受本合同之前或之后收到)有关的任何其他信息。为了向客户提供产品和/或服务,供应商应将该等保密材料的披露限制在其雇员、代理或分包商或其他第三方(获准的其他接收方)需要知道的范围内。供应商应确保这类员工、代理商、分包商或其他第三方接受并遵守相同的保密义务作为供应商或或在适用的情况下,要求其必须遵守职业行为准则确保机密性的信息,将对任何未经授权的披露负责。

16.2 Supplier shall apply appropriate safeguards, adequate to the type of Customer Data to be protected, including but not limited to adequate antivirus and operating system security patches, against unauthorised access or disclosure of Customer Data and protect such Customer Data in accordance with the generally accepted standards of protection in the related industry, or in the same manner and to the same degree that it protects its own confidential and proprietary information – whichever standard is higher. Supplier shall inform Customer without delay about suspicion of breaches of data security or other serious incidents or irregularities regarding any Customer Data.

16.2 供应商适用适当的安全措施,足以保护客户数据的类型,包括但不限于足够的防病毒软件和操作系统安全补丁,以防止未经授权的访问或泄露客户数据,并根据以下规定保护客户数据在相关行业中普遍接受的保护标准,或者以与保护自己的机密和专利信息的方式、相同的程度——以更高的标准为准。供应商应立即将涉嫌违反数据安全或任何客户数据的其他严重事件或违规行为通知客户。

16.3 Supplier must not (i) use Customer Data for any purposes other than providing the Products and/or Services, or (ii) reproduce Customer Data in whole or in part in any form except as may be required by the respective contractual documents, (iii) disclose Customer Data to any third party, except to Permitted Additional Recipients or with the prior written consent of Customer, or (iv) use Customer Data for the benefit of a third party.

16.3 供应商不应(i)将客户数据用于任何目的除了提供产品和/或服务,或(ii)复制客户数据全部或部分可能需要的任何形式除了各自的合同文件,(3)向任何第三方透露客户数据,除了允许额外的接受者或与客户事先书面同意,或(iv)使用客户数据的第三方的利益。

16.4 Supplier agrees that Customer is allowed to provide any information received from Supplier to any Affiliate of Customer. Supplier shall obtain in advance all necessary approval or consent for Customer to provide such



information to Customer's Affiliates if such information is confidential for any reason or subject to applicable data protection or privacy laws and regulations.

16.4 供应商同意，允许客户提供任何收到的供应商给关联方提供的信息。如因任何原因或受适用的数据保护或隐私法律法规的约束，供应商应事先获得客户必要的同意和批准向其关联方提供该等信息。

## 17. BREACH AND TERMINATION

### 17. 违约和终止

17.1 Either Party may elect to terminate the Contract immediately upon written notice to the breaching Party in the event of the occurrence of any of the following:

17.1 发生下列情形之一的，任何一方均可书面通知违约方，选择立即解除本合同：

17.1.1 breach of intellectual property rights or confidentiality obligations;

17.1.1 违反知识产权或保密义务的；

17.1.2 failure to cure any breach within the agreed time period;

17.1.2 在约定的期限内未改正的；

17.1.3 the other Party is incapable of meeting the agreed schedules and prices for different stages of the project;

17.1.3 另一方无法满足约定的项目不同阶段的进度和价格；

17.1.4 the other Party is incapable of paying its debts, is the subject of compulsory or voluntary bankruptcy proceedings, has had a treasurer or executor appointed for it by a court of law, or has had to take any corresponding measures that the other Party deems to mean that it is not capable of fulfilling its obligations.

17.1.4 另一方无力偿还其债务，是强制或自愿破产程序的主体，并已由法院指定一名司库或遗嘱执行人代为履行，或者必须采取对方认为无法履行其义务的任何相应措施。

17.2 Additionally, Customer shall be entitled to terminate the Contract with immediate effect and without prejudice to any further rights or remedies available thereunder or at law, when:

17.2 此外，在下列情况下，客户有权立即终止本合同：

17.2.1 Customer has become entitled to maximum liquidated damages according to Clause 11 due to delay of one single delivery; and/or

17.2.1 由于单次交货延误，客户已按第 11 条要求获得最高违约金；和/或

17.2.2 Supplier has made any change to any production methods, constructions or materials that might have an effect on the Product or deliveries to Customer, without obtaining Customer's prior, written approval of the changes.

17.2.2 供应商在未经客户事先书面批准的情况下，对任何可能影响供货产品或交付给客户的生产方法、结构或材料作出任何更改。

17.2.3 Supplier is unable to maintain the quality standards required, including the Code of Conduct;

17.2.3 供应商无法维持所需的质量标准，包括《行为准则》；

17.2.4 Supplier has breached and of its compliance or integrity obligations as set out in Clause 14 above, or has refused to allow inspection of its facilities for the purpose of confirming its compliance with those obligations; and/or

17.2.4 供应商违反其在上文第 14 条中规定的遵守或完整义务，或拒绝为确认其遵守上述义务而对其设施进行检查；和/或

17.2.5 there is a change of control of Supplier.

17.2.5 供应商控制权发生变更。

17.3 In case of any breach of warranty, not remedied within forty-eight (48) hours from Customer's notification, or later if agreed in writing, Customer is entitled to enforce any or more of the following remedies at its discretion and at Supplier's expense:

17.3 如违反保修规定，且在客户通知后 48(48)小时内未得到补救，或在书面同意后，客户有权酌情执行下列任何或更多补救措施，并由供应商承担费用：

17.3.1 give Supplier another opportunity to carry out any additional work necessary to ensure that the Contract is fulfilled, and/or to cause prompt repair or replacement of the defective Products and/or Services;

17.3.1 给供应商机会，进行任何必要的额外工作，以确保合同得到履行，并/或促使缺陷产品和/或服务得到及时修复或更换；

17.3.2 carry out (or to instruct a third party to carry out) any additional work necessary to make the Products and/or Services comply with the Contract at the expense of Supplier;

17.3.2 执行(或指示第三方执行)为使产品和/或服务符合本合同所必需的任何额外工作，费用由供应商承担；

17.3.3 refuse any further Products and/or Services;

17.3.3 拒绝接受任何进一步的产品和/或服务；

17.3.4 claim such damages as may have been sustained by Customer as a result of Supplier's breach of the Contract;

17.3.4 索赔因供应商违反本合同，客户可能遭受的损失；

17.3.5 terminate the Contract; in such event Customer has no obligation to compensate Supplier, and, at Customer's option, Supplier shall pay back to Customer any remuneration received from Customer for the Products and/or Services and take back the Products at Supplier's own cost and risk.

17.3.5 终止合同；在此情况下，客户没有义务对供应商进行补偿，并且根据客户的选择，供应商应向客户支付从客户处收到的产品和/或服务的任何报酬，并收回产品，费用和 risk 由供应商承担。

17.4 Either Party may terminate the Contract for convenience in whole or in part on 6 months written notice.

17.4 任何一方均可在提前 6 个月书面通知的情况下，可全部或部分解除本合同。

17.4.1 In the event the Contract is terminated for Customer's convenience, Customer shall pay to Supplier the value of the delivered but unpaid Products and/or Services and proven direct costs reasonably incurred by Supplier for the undelivered Products and/or Services, however, in no event more than the price for the Products and/or Services agreed under the Contract. No further compensation will be due to Supplier.

17.4.1 如果合同因客户方便而终止，客户应向供应商支付已交付但未支付的产品和/或服务的价值，并支付供应商为未交付的产品和/或服务合理支付的已证实的直接成本，但不得超过根据合同约定的产品和/或服务的价格。供应商将不会得到进一步的补偿。

17.5 Upon termination for any reason, Supplier shall immediately and at Supplier's expense return to Customer all respective Customer property (including any Customer Data, documentation, and transfer of Intellectual Property) then under Supplier's control and provide Customer with all documentation relating to the Products and/or Services.

17.5 因任何原因终止合同后，供应商应立即并自费将当时由供应商控制的所有相关客户财产（包括任何客户数据、文件和知识产权转让）退还给客户，并向客户提供与产品和/或服务有关的所有文件。

## 18. FORCE MAJEURE

### 18. 不可抗力

18.1 Neither Party will be liable for any delay or failure to perform its obligations under the Contract if the delay or failure results from an event of Force Majeure. Force Majeure means an event that was not foreseeable by the affected Party at the time of execution of the Contract, is unavoidable and outside the reasonable control of the affected Party, provided that it cannot overcome such event despite all reasonable efforts, and that it provides notice to the other Party within five (5) calendar days from occurrence of the Force Majeure event.

18.1 因不可抗力致使本合同不能履行或不能履行的，双方不承担任何责任。不可抗力事件是指受影响方执行合同时无法预见的，不可避免的和超出受影响方合理控制的事件，条件是尽管作出一切合理努力但仍不能克服这种事件，并且五(5)天内向受影响方提供通知发生的不可抗力事件。

18.2 If a Force Majeure event exceeds fourteen (14) calendar days, either Party may terminate the Contract immediately by written notice, without liability. Each Party shall use reasonable efforts to minimise the effects of the Force Majeure event.

18.2 如不可抗力事件超过十四(14)个日历日，任何一方均可立即书面通知解除本合同，无需承担任何责任。双方应尽合理努力将不可抗力事件的影响降到最低。

## 19. WAIVERS

### 19. 豁免

19.1 Failure to enforce or exercise any term of the Contract does not constitute a waiver of such term and does not affect the right later to enforce such or any other term contained in the Contract.

19.1 未能执行或行使本合同的任何条款不构成对该等条款的放弃，也不影响日后执行该等条款或本合同所载任何其他条款的权利

## 20. ASSIGNMENT AND SUBCONTRACTING

### 20. 转让和分包

20.1 Supplier shall not assign, transfer, encumber or subcontract the Contract, or any part of it (including any monetary receivables from Customer) without prior written approval of Customer.

20.1 未经客户事先书面批准，供应商不得转让或分包部分或全部本合同（包括从客户处收取的任何应收款项）。

20.2 Customer may assign, transfer, or deal in any other manner with the Contract or parts of it with respect to Affiliates of Customer or Customer's successors in interest.

20.2 客户可以任何其他方式将本合同或其部分转让或处理给客户关联公司或客户利益继承人。

## 21. NOTICES

### 21. 通知

21.1 Any notice must be given duly signed by registered mail, courier, or by e-mail to the address of the relevant Party as stated in the Contract or to such other address as a Party may have notified in writing. Notice by email requires written confirmation by the receiving Party. Supplier's reply, correspondence, information or documentation related to the Contract must be provided in the language used in the Contract.

21.1 任何通知必须以挂号信、快递或电子邮件的形式正式签署，送达合同中规定的有关方的地址或一方书面通知的其他地址。电子邮件通知需经接收方书面确认。供应商的答复、函件、信息或与合同有关的文件必须用合同中使用的语言提供。

## 22. GOVERNING LAW AND DISPUTE RESOLUTION

### 22. 适用法律和争议解决

22.1 The Contract is governed by the laws of Finland, excluding its conflict of law rules and the United Nations Convention on International Sale of Products.

22.1 本合同受芬兰法律管辖，不包括其与法律法规和《联合国国际产品销售公约》的冲突。

22.2 All disputes arising out of or in connection with the present Alteams GTCs or the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Hong Kong, Hong Kong Special Administrative Region of the People's Republic of China. The language of the arbitration shall be English, unless the Parties otherwise agree.

22.2 凡因 Alteams GTC 或本合同引起的或与本合同有关的一切争议，应根据本规则指定的一名或多名仲裁员根据国际商会仲裁规则最终解决。仲裁地点为中华人民共和国香港特别行政区香港。仲裁的语言应为英语，除非当事人另有约定。

## 23. SEVERABILITY

### 23. 可分割性

23.1 The invalidity or unenforceability of any term of the Contract will not adversely affect the validity or enforceability of the remaining terms. The Contract will be given effect as if the invalid or unenforceable term had been replaced by a term with a similar economic effect.

23.1 本合同任何条款的无效或不可执行不会对其余条款的有效性或可执行性产生不利影响。本合同无效或不可执行的条款如已被具有类似经济效益的条款所取代，则本合同即告生效。

## 24. SURVIVAL

### 24. 延续

24.1 Provisions of the Contract which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination will remain in full force and effect notwithstanding such termination.

24.1 本合同的规定，从其性质或上下文来看，如果规定是为了在终止后继续有效，则该规定在终止后仍将继续完全有效。

24.2 The obligations set forth in Clauses 12 (Warranty), 13 (Liability and Indemnity), 15 (Intellectual Property), 16 (Confidentiality, Data Security, Data Protection), and 22 (Governing Law and Dispute Resolution) exist for an indefinite period of time and survive expiration or termination of the Contract for any reason.

24.2 本合同第 12 条(保证)、第 13 条(责任和赔偿)、第 15 条(知识产权)、第 16 条(保密、数据安全、数据保护)和第 22 条(适用法律和争议解决)规定的义务无限期存在，并在本合同期满或因任何原因终止后继续有效。