



采购订单一般条款和条件
货物和服务

**PURCHASE ORDER GENERAL TERMS AND
CONDITIONS
GOODS & SERVICES**

2019年3月 第四版

Mar, 2019 (4th Edition)

目录

1. 定义.....	4
DEFINITIONS	4
2. 陈述、保证和承诺.....	9
REPRESENTATIONS, WARRANTIES AND COVENANTS	9
3. 订单的接受.....	11
ACCEPTANCE OF PURCHASE ORDER	11
4. 采购订单标识.....	11
PURCHASE ORDER IDENTIFICATION	11
5. 交付.....	11
DELIVERIES	11
6. 付款与发票.....	12
PAYMENT AND INVOICE	12
7. 包装和运输.....	15
PACKAGE AND TRANSPORTATION	15
8. 变更.....	18
CHANGES	18
9. 所有权和风险转移.....	18
TITLE AND RISK OF LOSS	18
10. 检验, 接受或拒绝.....	19
INSPECTION, ACCEPTANCE OR REJECTION	19
11. 质量担保和保修.....	20
QUALITY ASSURANCE AND WARRANTY	20
12. 买方的财产和信息.....	21
PURCHASER'S PROPERTY AND INFORMATION	21
13. 知识产权.....	21
INTELLECTUAL PROPERTY RIGHTS	21
14. 信息保密.....	22
CONFIDENTIALITY	22
15. 违约和赔偿.....	22
DEFAULT AND INDEMNITY	22
16. 不可抗力.....	23
FORCE MAJEURE	23
17. 安全、健康和环境及相应赔偿.....	24
SAFETY, HEATH, ENVIRONMENT AND RELATED CLAIM	24
18. 反腐败条款.....	25
ANTI-BRIBERY CLAUSE.....	25
19. 取消及终止.....	27
CANCELLATION AND TERMINATION	27
20. 适用法律.....	29
APPLICABLE LAW	29
21. 争议解决.....	29

DISPUTE RESOLUTION	29
22. 其它条款.....	29
MISCELLANEOUS	29

1. 定义

DEFINITIONS

- 1.1 “货物”指有形物品；
“Goods” shall mean tangible items;
- 1.2 “服务”包括但不限于安装、维护和其他基于劳动的服务；
“Services” include but not limited to installation, maintenance, and other types of labor based services;
- 1.3 “买方”是指发出采购订单的北京飞机维修工程有限公司；
“Purchaser” shall mean Aircraft Maintenance and Engineering Corporation, Beijing who issues the “Purchaser Order”;
- 1.4 “供应商”指提供货物/服务的合法实体。买方和供应商，单独成为“一方”，合称为“双方”；
“Vendor” shall mean the person, firm or Company to whom the Purchase Order is issued. The Purchaser and the Vendor shall be called each as a “Party” and, collectively, the “Parties”;
- 1.5 “第三方”是指除买方和供应商以外的个人或者集团的实体；
Third Party shall mean a person or group besides the two primarily (Purchaser and Vendor) involved in a situation;
- 1.6 “采购订单”指应适用本一般条款（定义见下文）的买方的采购订单、修理订单、校验订单和租赁订单等；
“Purchase Order” shall mean Purchaser’s purchase order, repair order, calibration order and lease order and etc. to which these General Terms and Conditions (as defined below) shall apply;
- 1.7 “本合同”指买方和供应商之间的合同，由采购订单、本一般条款（定义见下文）以及双方以书面形式签署的任何其它文件（或该等文件之某些部分）（下称“其他相关合同”）构成；
“This Contract” shall mean the contract between Purchaser and Vendor consisting of the Purchase Order, these General Terms and Conditions (as defined below) and any other relevant documents (or parts thereof) (“Other Relevant Contracts”) executed by the Parties in writing;
- 1.8 “本一般条款”指本《采购订单一般条款和条件——货物和服务》。
“General Terms and Conditions” shall mean the “Purchase Order General Terms and Conditions for Goods & Services”;
- 1.9 “国际贸易术语解释通则”是指在国际贸易术语中定义的贸易法则；

“INCOTERMS” rules shall mean a defined trading term rule contained in incoterms and specified on Agreement between Purchaser and Vendor;

1.10 “FAA”是指美国联邦航空管理局;
“FAA” shall mean Federal Aviation Administration of the United States of America;

1.11 订单中常用词语的定义
Definitions in Purchase Order

字母索引	定义解释
Alphabetical index	Definition & Explanation
A	
AD	适航指令, 该术语为航空业普遍理解的含义。 Airworthiness Directive as that term is commonly understood in the aviation industry
AOG	飞机故障停飞, 该术语为航空业通常理解的含义。也是飞机维修所需航空器材的紧急程度中的一种为飞机缺料停场订货。 Aircraft On Ground, as that term is commonly understood in the aviation industry. It is also indicating that there is a rush to acquire parts to put aircraft back into service.
ADR	陆上危险品运输协议 European Agreement concerning the International Carriage of Dangerous Goods by Road (Accord européen relatif au transport international des marchandises Dangereuses par Route)
ATA 300	航线供给物品的包装标准, 由航空运输协会颁布 Specification for packaging of airlines supplies. Published by the Air Transport Association
C	
CAAC	中国民用航空局 Civil Aviation Administration of China
Component	部件具备操作一个系统所必需的特有功能的任何自成体系的零件及零件、子配件或组件的组合。 Any self-contained Part, combination of Parts, subassemblies or units, which perform a distinctive function necessary to the operation of a system.

Consumables	<p>耗材。进行表面处理、粘合的液体（如清洗剂，酸洗剂、底漆、涂料等），进行焊接或等离子流焊接的附加材料或其他辅助剂及添加剂（如润滑剂或燃料）。耗材的识别将根据相关航空器或部件的设计组织发布的维护或操作文件中的标准或其他规范（或在例外情况下由零件号）决定。</p> <p>Fluids (such as cleaning agents, pickling agents, primers, paints, etc) for surface treatment, adhesives, additional materials for welding or plasma jet welding, or other auxiliaries or additives (such as lubricants or fuels). Consumables are identified by a standard or other specification (or by a part number in exceptional cases) in the maintenance or operational documents issued by the aircraft or component design organization concerned</p>
C of C	<p>合同证书，由生产厂家提供。</p> <p>Certificate of Conformance. A certificate of conformance refers to a document that certifies that the supplied services or goods meet the required specifications</p>
Credit note	<p>贷方凭证是一种由供应商向买方发出的商业文件，用于当开出的发票金额大于实际金额，供应商将多收的金额偿还给买方。</p> <p>A credit note or credit memorandum (memo) is a commercial document issued by a Vendor to a Purchaser. The Vendor usually issues a credit memo for the same or lower amount than the invoice, and then repays the money to the Purchaser or sets it off against a balance due from other transactions.</p>
CSO	<p>自大修使用循环</p> <p>Cycles Since Overhaul</p>
CSN	<p>自新使用循环</p> <p>Cycles Since New</p>
D	
DEL DATE	<p>交货期</p> <p>Delivery Date</p>
E	
EASA	<p>欧洲航空安全局</p> <p>European Aviation Safety Agency</p>
F	
FN	<p>产品是新出厂的</p> <p>Factory New</p>

FORWARDER	货运代理。负责将货物从厂家运送到客户或者最终交货地点的个人或者公司。 A person or company that organizes shipments for individuals or corporations to get goods from the manufacturer or producer to a market, customer or final point of distribution.
I	
IATA-DGR	国际航空运输协会——危险品条例 International Air Transport Association – Dangerous Goods Regulations
ICAO-TI	国际民用航空组织 – 技术说明 International Civil Aviation Organization – Technical Instructions
IMDG-Code	国际海上危险货物运输规则 International Maritime Dangerous Goods Code
INVOICE ADDRESS	发票地址，指供应商将发票寄送到的地点 It shall mean the place where the Invoice shall be sent to by Vendor
M	
MFR	生产商 Manufacturer
MSDS	物料安全数据表 Material Safety Data Sheet
O	
ORDER DATE	买方下订单的日期 It shall mean the date when the purchase order is issued
ORDER NUMBER	订单上的号码。用于确认，跟踪货物 It shall mean the number on a purchase order, which is a document used to approve, track and process purchased items
Q	
QTY	数量 Quantity
P	
P/N	件号 Part Number
PO	采购订单

	Purchase Order
Purchaser	代表北京飞机维修工程有限公司发出采购订单的采购员 On Behalf Purchaser of Aircraft Maintenance and Engineering Corporation, Beijing who issues the "Purchaser Order"
R	
RID	铁路危险品运输法规 The Regulations concerning the International Carriage of Dangerous Goods by Rail
Raw Material	未进行加工或处理就不能使用的半成品(例如金属片或金属/塑料模型等)。原料的识别将根据该航空器或元件的相关设计组织颁布的维护或操作文件中的标准或其他规范(或在例外情况下由零件号)来决定。 Semi-finished products (such as sheet metal or metal / plastic profiles, etc), which can never be used without machining or processing. Raw Material is identified by a standard or other specification (or by a part number in exceptional cases) in the maintenance or operational documents issued by the aircraft or component design organization concerned
RTN	正常交货期订货 Routine
S	
SB	服务通告 Service Bulletin
SHIP ADDRESS	发送地址 It shall mean the place where the Goods shall be sent to by Vendor
Standard Parts	标准件是指制造完全符合既定的行业或美国政府的规范,包括设计,制造,测试和验收标准,统一标识的要求。规范必须包括所有必要的生产和统一一致的信息并公开以至于任何厂家也可以生产。例子包括,但不限于,汽车工程师协会(SAE), SAE 简化设计,联合电子设备工程委员会,联合工程委员会电子管,和美国国家航空航天标准(NAS),陆军,海军航空工程标准(AN), 社会国家标准学会(ANSI)。

A part manufactured in complete compliance with an established industry or U.S. Government specification which includes design, manufacturing, test and acceptance criteria, and uniform identification requirements; The specification must include all information necessary to produce and conform the part and be published so that any party may manufacture the part. Examples include, but are not limited to, National Aerospace Standard (NAS), Army-Navy Aeronautical Standard (AN), Society of Automotive Engineers (SAE), SAE Sematec, Joint Electron Device Engineering Council, Joint Electron Tube Engineering Council, and American National Standards Institute (ANSI).

T

TSN Time Since New
飞机、发动机或附件自出厂以来使用的总时间

TSO Time Since Overhaul
发动机自上次翻修时间

U

U/P 单价
Unit Price

USR/Expedite 订货—加速/应急补充订货
Urgent Stock Replenishment

V

VENDOR 提供货物/服务的合法实体
the person, firm or Company to whom the Purchase Order is issued

W

WSP/ CRITICAL 紧急订货
Work Stoppage order

2. 陈述、保证和承诺

REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 供应商在此向买方陈述、保证和承诺如下:

The Vendor hereby represents, warrants and covenants to the Purchaser that:

a) 其是一家根据其注册地法律合法成立并有效存续的公司;

It is a company duly registered and validly existing under the laws of the jurisdiction where it is registered;

- b) 其是一个独立的法人实体，能够提起诉讼、被诉并可与其它任何方建立有的合同关系；
It is an independent legal entity capable of suing, being sued and entering into contractual relationship binding on itself with any other party;
- c) 其已完成或取得签署和履行本合同所有必要的和适用的公司内部授权程序、政府许可和批准或第三方同意；
It has taken all corporate actions and has obtained all government consents and approvals or third party consents, to the extent applicable, for its execution and performance of this Contract;
- d) 其签署和履行本合同不违反任何适用的法律、其组织文件或其作为合同一方或受其约束的任何合同；
Its execution and performance of this Contract does not and will not violate any applicable laws, its organizational document, or any agreement to which it is a party or is binding by;
- e) 在本合同存续期间，其有义务接受买方定期或不定期的审计和检查，并配合买方接受银行业监督管理机构的检查；
During the term of this Contract, it is obliged to accept the auditing and inspection of the Purchaser on a regular or irregular basis, and cooperate with the Purchaser to accept the inspection of Banking Regulatory Agencies;
- f) 其不得以买方的名义开展任何活动；
It shall not conduct any activities in the name of the Purchaser;
- g) 本一般条款构成对其合法、有效和约束力的义务，并可根据本一般条款的条款和条件对其强制执行；
These General Terms and Conditions constitute its legal, valid and binding obligations, and is enforceable against it in accordance with the terms and conditions hereunder;
- h) 就货物而言，供应商承诺其是其所提供的货物的唯一合法所有人并拥有处分该等物品的权利。该等货物和物品上不存在抵押、质押或任何其他权利负担；亦不涉及任何争议、仲裁、诉讼或行政程序。
For purchase of Goods, it is the sole legal owner of the Goods provided by it and have the full disposition right to such Goods; and the Goods is free of any mortgage, pledge or any other encumbrance; and is free of any dispute, arbitration, litigation or administrative procedure.

- 2.2 根据买方要求，供应商应将诸如营业执照、税务登记证以及必要证件在内的所有相关法律文件的复印件提供给买方。

Vendor shall handover copies of all relevant legal documents to Purchaser including but not limited to business license, tax registration and necessary certificates, if requested by Purchaser.

3. 订单的接受

ACCEPTANCE OF PURCHASE ORDER

- 3.1 本一般条款以及采购订单规定了买方向供应商要约采购商品或服务的条款。一旦满足以下其中任何一个条件（以先发生者为准），即视为供应商已接受采购订单：
(a) 买方收到供应商正式签署的复函；(b) 供应商已完成所有或部分合同工程；(c) 供应商开始提供服务；(d) 供应商接受付款。唯有经买方书面签署方可变更。供应商不得以任何其他声明或书面文件变更、补充或以其他方式影响本一般条款以及采购订单。

These General Terms and Conditions, together with the Purchase Order issued by Purchaser, set forth the terms under which Purchaser' offers to purchase Goods or Services from Vendor. The Purchase Oder and these General Terms and Conditions shall be deemed accepted by Vendor upon the earlier of: (a) Purchaser's receipt of the acknowledged copy duly executed by Vendor; (b) Vendor's full or partial completion of the Contract Works; (c) commencement of performance of services; or (d) Vendor's acceptance of payment. The Contract can be varied only in writing signed by Purchaser. Any other statement or writing of Vendor shall not alter, add to, or otherwise affect the Purchase Oder and these General Terms and Conditions.

- 3.2 除非双方另有约定，否则供应商在计划、报价、价格单、确认、发票、装箱单或类似物品上出现供应商通用销售条款对买方没有拘束力。

Unless otherwise agreed by writing, Purchaser is not bound by Vendor's general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Vendor.

4. 采购订单标识

PURCHASE ORDER IDENTIFICATION

必须在所有票据、提单、装箱单、包装箱和往来信件中标明订单编号和项目号(如适用)。
The ORDER NUMBER and items numbers (if applicable) must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

5. 交付

DELIVERIES

- 5.1 供应商应严格按照本合同中规定的时间或时间表交付货物或提供服务。如果供应

商未能在规定的期限内完成其任务，买方保留无责取消此订单并要求供应商赔偿相应损失的权力。

Vendor shall deliver the Goods or Services in strict adherence to the delivery date or schedules set forth in this Contract. Delivery must be completed within the term stated on this Purchaser Order. Purchaser reserves the right to cancel this Purchaser Order without liability and to charge Vendor with any loss incurred as a result of Vendor's failure to fulfill its obligation to deliver within the term specified.

- 5.2 供应商应将货物在交货期内送至在订单上指定的交货地址,除非另有书面说明。如果交付货物到错误地点, 供应商除应承担本合同项下其应承担的其他义务和责任外, 还应承担将货物交付至正确地点所产生的额外费用。

Vendor shall deliver all goods to the ship address on the delivery date(s) specified in this Purchase Order unless agreed otherwise in writing between Purchaser and Vendor. If the Goods are not delivered to the provided place, the Vendor shall be responsible for the additional cost of delivering the Goods to the right place in addition to other obligations and liabilities under this Contract.

- 5.3 交付条款应当根据最新版本的“联合国国际贸易术语解释通则”解释。除非双方另有约定, 交付条款应当为“完税后交货(指定目的地)”。

Delivery clauses shall be construed in accordance with the latest version of “INCOTERMS”. Unless otherwise agreed, the delivery term shall be “DDP”.

- 5.4 供应商应当立即将已知或察觉到的可能导致无法遵守约定交付日期的事件书面提前通知买方并随后尽快告知买方可预计的交付时间。

The Vendor shall forthwith notify Purchaser prior in writing of any known or apprehended events that may result in a breach of the agreed delivery date and advise Purchaser as soon as possible thereafter when delivery can be expected.

6. 付款与发票

PAYMENT AND INVOICE

- 6.1 除非双方在采购订单上另有约定, 否则买方在收到全部货物或服务通过验收后且收到供应商开具任何适用于税法的发票, 尤其是增值税法或者双方约定的类型发票 45 日内向供应商付款。

Unless both Parties stated on Purchase Order otherwise, the payment shall be issued within 45 calendar days upon receipt of an invoice which comply with any applicable tax law provisions, in particular VAT rules or agreed by both Parties and final acceptance of Goods or Services.

- 6.2 供应商应及时提供其收款的银行和账号信息, 并须保证这些信息的准确性和完整性。买方不负责因供应商提供的错误的银行信息或因银行信息的变更但未及时通知买方而导致的付款延误。因供应商提供错误的银行信息而导致的银行费用, 买

方有权在任意的后续付款中予以扣除。

Supplier shall timely provide her bank and account information for collecting payment. Supplier is responsible for the accuracy and completeness of the information. Purchaser is not responsible for any delay in payments resulting from incorrectly supplied banking information or where changes were made to the Supplier's banking details without notification to Purchaser. Bank charges resulting from incorrectly supplied information may be deducted from any subsequent payment.

- 6.3 除非双方另有约定,否则供应商应将原始纸质发票寄到订单上指定的地址。发票须标有订单号码和项目号。

Unless otherwise agreed by both Parties, the original paper invoice shall be sent to address where set forth in the Purchase Order. Order Number and Item number shall be marked on the invoice.

- 6.4 如果预付金额超过 10 万元人民币或等值的其他货币, 除非双方另有约定,否则供应商需要提供给买方最新的审计财务报告和银行保函。

Unless otherwise agreed by both Parties, Vendor shall provide the latest audited financial report to the Purchaser and a bank guarantee in case of an advance payment with more than 100,000 RMB or equivalent value in other foreign currency.

- 6.5 买方不接受除供应商以外的第三方就买方为本合同下的付款出具的任何发票。

Purchaser will not accept the invoices issued by any third party other than Vendor for payment under this Contract.

- 6.6 如果买方对于发票中的任何价格或收费有异议, 应当在收到有关发票十五 (15) 个工作日内通知供应商, 阐明发票有异议的部分。供应商应取消原始纸质发票, 并尽快重新出具无异议金额的发票或出具贷方发票给买方

If Purchaser disputes any prices or charges in an invoice, Purchaser shall notify Vendor within 15 business days of receipt of the relevant invoice, identifying clearly the disputed part of the relevant invoice. Vendor shall cancel the original paper invoice or reissue for the undisputed amount as soon as possible or send a credit invoice to Purchaser.

- 6.7 买方的任何付款并不代表买方认为供应商的货物或服务达到合同要求, 也不妨碍买方要求供应商退换货物, 重新提供服务或进行维修的权利。

No payment by the Purchaser shall imply the Purchaser's acceptance of any Goods or Services as meeting the contractual requirements, or shall preclude the Purchaser's right to require the return or replacement of Goods and the re-provision of Services or the maintenance.

- 6.8 除非双方另外达成协议或者除非以下规定的情景, 否则订单上的价格应包括, 但

不限于税费，包装及包装材料费，和完税后交货的价格。没有双方同意，任何一方不能更改订单上的价格。

Unless otherwise agreed by both Parties, the prices set forth in Purchase Order shall include, but is not limited to taxes, the cost of packing, crating, materials and delivery to the DDP point. Prices are not subject to revision without both Parties' permission.

a) 若采购订单以人民币进行结算或付款，则在订单的履行期间，如遇中国的税率调整，本采购订单的不含税的总价格和不含税的单位价格固定不变。但本采购订单的含税总价格、含税单位价格和增值税按照中国税务当局公布的新增值税率进行相应调整，以开具发票的时间为准。

In case of Purchase Order is settled in RMB and any adjustments to the Chinese tax rates for the duration of Purchase Order, the VAT-exclusive total price and the VAT-exclusive unit price of Purchase Order are fixed and firm but the VAT-inclusive total price, VAT-inclusive unit price and VAT value of Purchase Order will be adjusted by the new VAT rate published by Chinese authorities. In the event of any divergence between publication date new tax Chinese policy and VAT invoice's date, the VAT invoice's date shall prevail.

6.9 对于非贸易项，双方需按照各自国家税务规定，分别承担各自国家境内税费。代扣代缴的各项税费由卖方承担。

For non-trade business, Both Parties shall bear tax of respective countries, in accordance with respective national tax regulations. All kinds of withholding taxes shall be borne by Vendor.

6.10 对于单笔交易金额大于 5 万美金或同等金额的非贸易项，供应商需提供以下文件：
For non-trade business, of which the single deal amount is greater than \$50,000 or equivalent amount, Vendor shall provide the following documents:

- 1) 由供应商盖章或签字的采购订单和采购协议。
The Purchase Order and Purchase Agreement with vendor's stamp or signature.
- 2) 原始纸质发票。
The original paper invoice.
- 3) 由供应商盖章或签字的税务授权委托书。
The tax agency authorization certificate with Vendor's stamp or signature.

如采购订单中规定的服务是由供应商派遣其工作人员在中国境内实施，则除以上文件外，还应同时提供以下证明文件：

In case of the service specified in the Purchase Order will be performed within territory of PR. China by Vendor's staff, in addition to the above documents, Vendor shall also provide the following supporting documents:

- 4) 供应商盖章或签字的供应商在华经营活动说明（中英文）。

A short explanation to Vendor's business in China with his stamp or signature(in English and Chinese).

- 5) 供应商所在国税务当局出具的居民证明原件。如香港企业可用营业执照代替居民证明。

The original residence certificate (Certification of Local Tax Residency) issued by tax authorities of Vendor's host country. If Vendor is a company registered in Hong Kong, Hong Kong's Business license can replace residence certificate.

- 6) 供应商的来华人员签证复印件。
Copies of Visa for Vendor's staff.

7. 包装和运输

PACKAGE AND TRANSPORTATION

- 7.1 除非另行达成书面协议，否则供应商应根据采购订单上对货物包装的规定和适用的法律和良好的商业惯例，将货物妥善打包并放置于适当的集装箱中，以在运输中保护货物。供应商不得因装箱和包装向买方收取额外费用。供应商应在每件包装上标注相应的采购订单号。供应商应准备一份逐项记载的装箱单，载明采购订单号、对物品的描述、部件号及每件包装发运的数量；供应商应在运输的集装箱内放置一份装箱单副本，并在提供发票时也提供一份装箱单副本。运输代理的形式发票中应标注采购订单号，并逐项注明货物的单项品名、数量、单价、分项总价、币种，以及发票最后的总价、币种。形式发票最后的总价应与付款总价一致每次发运必须附有与内容相符的发货单、装箱单、质量合格证以及订单要求的其它文件。发货单和装箱单应载明完整的订单参考号，同时供应商应在发运时立即通知买方并将上述信息提供给买方。

Unless otherwise specifically stated in writing, Vendor shall be responsible for properly packing and packaging the Goods in suitable containers for protection during shipment in accordance with applicable law and good commercial practice that set forth on Purchaser Order. No additional charges for packing and packaging will be allowed. Vendor shall label each package with the corresponding Purchase Order number. Vendor shall prepare an itemized packing list bearing the Purchase Order number, description of items, part number, and quantity shipped for each package. One copy of the packing list shall be placed in the shipping container and one copy shall accompany Vendor's invoice. Vendor shall put Purchase Order number, description of items, part number, quantity, unit price, item total price, currency and items total price on Pro forma invoice. The total price on Pro forma invoice shall be consistent with Total payment. Each shipment shall contain the dispatch notes, packing slips, quality certificate and other documents required by the Purchase Order. The dispatch notes and the packing slips shall indicate the complete order reference and Vendor shall immediately advise Purchaser of shipment indicating the same data.

- 7.2 如果买方在采购订单上约定了货运代理，供应商应当将货物交付至买方指定的货运

代理进行运输。

If Purchaser assigns FORWARDER in the Purchaser Order, Vendor shall send Goods to the assigned FORWARDER for transportation.

- 7.3 危险货物的运送：应遵守危险货物运输的规定。供应商应承担因违反法律规定而产生的一切损失，并且如有索赔，应首先免除买方的一切法律义务。

Dispatching of dangerous goods: Regulations covering the transport of dangerous goods must be observed. The Vendor is held liable for all damages arising due to non-observance of statutory regulations and is obliged, if claims are made, to exempt Purchaser from all legal obligations at first request.

- 7.4 以下条款仅适用于涉及木材包装材料的采购订单。供应商应遵守以下条款。否则，供应商应负责由此产生的木质包装材料的拆解、销毁、重新包装，以及退运。供应商应承担由此产生的费用，以及相关责任。

The following provisions apply only if this Purchase Order involves wood packing materials (WPM). Vendor shall conform to the following provisions. Otherwise, Vendor should be responsible for corresponding disassembly, destroying and repackaging wood packing materials (WPM) and return. Vendor shall bear all costs caused and take relative liability.

供应商提供的木材包装材料应符合国家质量监督检验检疫总局颁布的第84号令&第15号国际植物检疫措施标准。参考文档请查找 <http://www.aqsiq.gov.cn/> & <https://www.ippc.int/>。

Wood packing materials (WPM) provided by Vendor shall conform to No.84 Instruction issued by General Administration of Quality Supervision, Inspection and Quarantine of the PRC & International Standards for Phytosanitary Measures ISPM 15. Reference documentations can be found at <http://www.aqsiq.gov.cn/> & <https://www.ippc.int/>.

- 7.5 木材包装材料 All Wood Packaging Material (WPM)

木质包装是指用于承载、包装、铺垫、支撑、加固货物的木质材料，如木板箱、木条箱、木托盘、木框、木桶（盛装酒类的橡木桶除外）、木轴、木楔、垫木、枕木、衬木等。木质包装不包括经人工加工的包装用木质材料，如瓦楞纸板、胶合板、刨花板、纤维板、定向结构刨花板等以及厚度等于或者小于6mm的木质材料。

Wood packaging material (WPM) means that is used for carrying, packing, dunnaging, supporting and reinforcing goods, such as wood case, crate, pallet, frame, barrel (excluding oak barrel of liquor), shaft, cleat, dunnage, sleeper, pad and so on. The definition excludes wood material that have undergone a manufacturing process, for example, corrugated fiberboard, plywood, particleboard, veneer, oriented strand board (OSD) etc. and wood material made

from 6mm or less in thickness wood.

其他具体木材包装材料定义应遵循国家质量监督检验检疫总局颁布的第84号令的相关定义。

Other specific definitions of wood packing materials (WPM) shall be in accordance with the stipulations of No.84 Instruction issued by General Administration of Quality Supervision, Inspection and Quarantine of the PRC.

7.6 合规的木质包装材料处理措施 Qualified Treatments for Wood Packaging Material (WPM)

只有合规的木质包装材料处理措施可应用于木质包装材料单元或用来制作木质包装材料的木材。

Only qualified treatments for wood packaging material (WPM) may be applied to units of wood packing material (WPM) or to pieces of wood that are to be made into wood packing material (WPM).

木质包装材料处理措施应采用热处理（处理标记代码：HT），溴甲烷处理（处理标记代码：MB）以及国际植物检疫措施标准纳入的其他处理措施。

Wood packaging material treatments shall apply heat treatment (treatment code for the mark: HT), methyl bromide treatment (treatment code for the mark: MB) and alternative treatments incorporated by International Standards for Phytosanitary Measures.

具体批准的处理措施参照应遵循第15号国际植物检疫措施标准的相关规定。

The qualified specific treatments shall conform to the stipulations of International Standards for Phytosanitary Measures ISPM 15.

7.7 木质包装材料标记 Wood Packaging Material Mark

已经按照上一条款要求进行过合规处理的木质包装材料，供应商应以下方法进行标记并符合第15号国际植物检疫措施标准中对标记的要求。

A mark indicating that wood packing material (WPM) has been subjected to qualified treatments shall be marked by Vendor as following methods and meet requirements of International Standards for Phytosanitary Measures ISPM 15.

每个木箱/托盘应有清晰易辨认且永久的标记。标志需位于使用木质包装时易于看见的位置，至少在木质包装单位上有两个标记并位于两个相对面上。当多个部件组装成一个单位的木质包装材料时，为了标记的目的，该组装的复合单位必须作为一个单个单位来考虑。

Each wood box/pallet shall be marked legibly and durably. The mark shall be placed in a location that is visible when the wood packing is in use, and at least

two marks exist on two opposite sides of the wood packaging unit. When various components are integrated into a unit of wood packaging material (WPM), the resultant composite unit should be considered as a single unit for marking purposes.

8. 变更
CHANGES

8.1 除非经买方书面指示，供应商不得修改或改变货物或服务。

Vendor shall not alter or vary the Goods or the Services, except as directed in writing by Purchaser.

8.2 买方还有权在本合同期限内的任何时间通过书面通知指示供应商在下述方面进行变更(a)本合同包含的规格、图纸和数据；(b)货物运输或包装的方法；(c)货物交付地点/服务提供地点；以及(d)货物交付时间/服务提供时间。该等通知到达供应商时即生效，对双方均有约束力。如果任何该等变更引起成本或履行本合同所需时间的增加或减少，双方应对采购价格或交付时间或二者进行公平的调整并书面确认。除双方另行书面约定外，变更应被视为一个单独的订单。

In addition to other changes the Purchaser may require according to this Contract, the Purchaser shall also have the right at any time during the term of this Contract, by notice in writing, to direct Vendor to make changes in the following: (a) specifications, drawings, data incorporated in this Contract; (b) methods of shipment or packing for the Goods; (c) place of delivery; and (d) time of delivery. Such change will become effective upon the receipt by the Vendor and is binding on the Parties. If any such change causes an increase or decrease in the cost of or the time required for performance of this Contract, an equitable adjustment and written agreement shall be made in the purchase price or delivery schedule, or both. A request for change shall be treated as a separate Purchase Order, unless otherwise agreed by the Parties in writing.

9. 所有权和风险转移
TITLE AND RISK OF LOSS

9.1 对于国际贸易，除非双方另有约定，所有权和风险转移适用DDP术语的规定自供应商转移给买方（遵循最新版《国际贸易术语解释通则》）。

For International trade, unless otherwise agreed, Title and risk of loss shall be passed from the Vendor to the Purchaser as "DDP" (pursuant to latest version INCOTERM).

9.2 对于国内贸易，除非双方另有约定，否则货物直到被送达至指定的送货地点之时，货物的所有权和风险才被转移给买方；此前，供应商保留货物的所有权并承担风险。

For domestic trade, unless otherwise agreed, title and risk of loss of the Goods

remains with Vendor and title will not pass to Purchaser until the Goods are delivered to the Ship Address.

- 9.3 在供应商提供安装、装配的情况下，所有权和风险在成功完成验收测试并由买方签字确认时转移给买方。

The title and risk attaching to any supplies including installation or erection shall be transferred to the Purchaser at the time they are successfully tested and Purchaser finished confirmation with signature.

10. 检验，接受或拒绝

INSPECTION, ACCEPTANCE OR REJECTION

- 10.1 当货物被运抵买方指定的地点进行检验前，供应商与买方签署的任何文件，单据或者其他任何形式文件都不应代表买方对货物的最终验收和接受，只代表买方收到货物。

Any of documents, paper, or any receipt signed by Purchaser and Vendor before Goods Inspection shall not mean final acceptance by Purchaser but only Goods received.

- 10.2 买方应在收到货物或服务后接受货物，或者在合理的时间内通知供应商因货物或服务不符合此订单的要求而拒绝接受。拒绝的货物将退还给供应商，运费由供应商承担；如暂存在买方，暂存货物的损失风险和费用由供应商承担。

Purchaser shall accept Goods or give Vendor notice of rejection as non-confirming with Purchaser Order within a reasonable time after receipt of Goods or Service. Rejected goods will be returned to Vendor, transportation charges collect. If the GOODS are temporarily stored in the facility of Purchaser,, Vendor shall borne the risk of loss and expense.

- 10.3 货物被拒绝后，供应商应重新发送符合订单要求的货物或提供符合订单要求的服务，或在14日内向买方提供信用证。

For all rejected Goods, Vendor shall redeliver Goods or re-provide service confirming with Purchase Order or issue a credit note to Purchaser within 14 days.

- 10.4 货物被拒绝后，如果供应商在两年内没有给与买方有效的答复，买方有权自行处理此货物，处理货物所得收益归属买方。

After rejecting the Goods, Purchaser shall reserve the right to handle the Goods by itself, if Purchaser fails to receive response from Vendor within two years. The profits of the handled Goods shall belong to the Purchaser.

- 10.5 供应商同意，买方按照此订单付款并不意味着买方对货物或服务的认可。

Vendor agrees that Purchaser's payment under this Purchaser Order shall not be deemed acceptance of any goods or services delivered hereunder.

10.6 如果买方未在合理的时间内拒绝，应被视为接受。但接受并不免除供应商的担保义务或对隐性缺陷的责任。

Failure to reject within a reasonable time shall be deemed acceptance. Acceptance shall not relieve Vendor of its warranty obligations or liability for latent defects.

11. 质量担保和保修

QUALITY ASSURANCE AND WARRANTY

11.1 供应商担保，所有本合同下提供的货物应当：(a)符合买方的图纸、规格或者其它要求；(b)材料、设计和工艺良好，没有缺陷；(c)适销的并适于拟用于的用途；所有本合同下提供的服务应当完全符合本合同采购订单中的要求和标准。(d)对于飞机器材，除上述条款外，还应符合所有现行的适航性要求，包括但不限于所有EASA/FAA/CAAC适航性要求。此质量担保应当在检查、接受和付款后继续有效。

Vendor guarantees all Goods furnished under this Contract shall (a) conform to Purchaser's drawings, specifications or other descriptions; (b) be of good material, design and workmanship and free of defects; (c) merchantable and suitable for the purpose intended; and all Service furnished shall be fully in compliance with the Purchase Order of this Contract. (d) besides provisions mentioned above, all aircraft material shall conform to all applicable airworthiness requirements, including but not limited to all applicable EASA/FAA/CAAC airworthiness requirements;

These assurance and warranties shall survive inspection, acceptance, and payment.

11.2 除非在采购订单中双方另有约定或中国政府另有规定，供应商应为买方提供从货到验收合格之日算起至少二十四（24）个月的质保期。

Unless otherwise agreed or otherwise regulated by States or industry, Vendor agrees that the warranty period shall be at least 24 months from the delivery and acceptance of Goods or Services.

11.3 如果在质保期内出现产品缺陷，在收到买方通知后，供应商同意及时免费纠正或替换不符合前述要求的任何货物或服务。如供应商未及时纠正或替换，买方在合理通知供应商后可自行纠正或替换货物或服务，并向供应商收取因此产生的费用。

In case defects of the Goods or Service appear during the warranty period, Vendor agrees to correct or replace promptly and without expense to Purchaser any Goods or Services not conforming to the foregoing requirements when notified by the Purchaser thereof. In the event of failure by Purchaser to correct defects in or replace non-conforming Goods or Services promptly, Purchaser, after reasonable notice to Vendor, may make such corrections or replace such Goods or Services and charge Vendor for the costs incurred by Purchaser thereby.

11.4 供应商对其提供的有质量缺陷的产品负全部责任并完全赔偿，该等责任包括因产品质量缺陷而导致的买方损失、人员伤亡或因第三方损失、人员伤亡引发的由买方承担

的任何责任，以及因上述责任引起或与其有关的任何合理费用、赔偿、权利主张、索赔和支出，供应商并将完全承担因包装破损而对买方引起的损失。

For the products with defects provided by the Vendor, the Vendor shall take full responsibility and make full compensation, including losses or casualties caused to the Purchaser, or any loss or casualty caused to any third party for whom the Purchaser shall assume the responsibility, as well as any reasonable expenses, compensation, rights claim, indemnity and expenditure. The Vendor shall be fully responsible for any loss caused to the Purchaser due to the broken package.

12. 买方的财产和信息

PURCHASER'S PROPERTY AND INFORMATION

为履行采购订单而由买方提供给供应商的买方和其客户的财产和信息，例如图纸、规格、数据和类似财产，应当仍然是买方的财产。供应商所作的或者为生产或提供货物或服务而从其他方购买并向买方收费的任何设计、图纸、模具、模型、工具、技术数据/信息、材料、设备等应当自制造或者采购之日立即成为买方的财产且应被视为买方提供的财产。如果可行，所有该等买方财产应当被标记为买方财产、由供应商受托持有并承担风险；供应商仅为履行采购订单的目的使用该等财产或信息，不得复制或披露给他人。在采购订单履行完毕后，所有买方提供的财产应当以接受时同样的状况返还买方，允许合理的磨损；但是该财产已经整合入已交付货物或服务中或者在履行采购订单中被消耗掉的除外。

Purchaser's and its customer's property and information, such as drawings, specifications, data and the like, furnished to Vendor for performance of the Purchase Orders shall remain the property of Purchaser. Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc. that Vendor makes or buys from others for producing or providing the Goods or Services and charged to Purchaser's account shall become Purchaser's property immediately upon manufacture or procurement and shall be deemed as the Purchaser furnished property. When practical, all such Purchaser property shall be marked as property of Purchaser, shall be held by Vendor on consignment at Vendor's risk, and shall be used exclusively to perform the Purchase Orders, and shall not be duplicated or disclosed to others. Upon full performance of the Purchase Orders, all furnished property shall be returned to Purchaser in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into Goods or Services delivered or consumed in the performance of the Purchase Orders.

13. 知识产权

INTELLECTUAL PROPERTY RIGHTS

供应商保证其所提供的货物或服务不侵犯或不构成对任何第三方的知识产权的侵犯或不正当使用。如果任何第三方对货物或服务的权利或利益提出主张，或声称货物或服务侵犯或不正当使用其知识产权而起诉买方，供应商应当就上述主张和诉讼对买方的任何及所有开支、费用和损失进行赔偿、为买方辩护并保证买方不受损害。

Vendor undertakes that the Goods or Services and the Work Products do not infringe, or constitute an infringement or misappropriation of, any third party's intellectual property rights. If any third party claims any right or interest in any Goods or Services brings any action against Purchaser on alleged infringement or misappropriation of third party intellectual property rights by the Goods or Services, Vendor shall fully indemnify, defend and hold Purchaser harmless against any and all such claims, actions, costs, expenses and damages which the Purchaser may incur or become liable for such infringement.

14. 信息保密

CONFIDENTIALITY

14.1 供应商对从买方所提供的信息，包括订单、与本一般条款相关的图纸、质量规格或其他数据中获得的技术、工艺或经济信息应予以保密。在未得到买方书面认可的情况下不得直接或间接地予以泄露。除非执行本一般条款所需要或预先得到买方书面许可，供应商不得使用保密信息；复制或允许他人复制相关信息。一旦采购订单及本一般条款履行完毕或终止，供应商应立即将相关保密资料交还给买方。

The Vendor shall keep confidential all the information provided by the Purchaser, including order, drawing related to the terms, quality specifications or other techniques, production process or economic information obtained from other data. Without the written consent from the Purchaser, the Vendor shall not directly or indirectly disclose the information. Unless it is required by the terms or with written consent from the Purchaser, the Vendor shall not use, copy or allow others to copy the information. Once the purchase order and the terms are fulfilled or terminated, the Vendor shall return the confidential materials to the Purchaser instantly.

14.2 根据买方的要求，供应商应与买方签订一份额外的保密合同。

Upon request of Purchaser, Vendor shall sign an additional Confidentiality Agreement with Purchaser.

15. 违约和赔偿

DEFAULT AND INDEMNITY

15.1 若供应商未能于交付日期交付货物或提供服务（不可抗力引起的延迟除外），供应商将负责赔偿买方因该等延迟而遭受的损失；并且在该等情况下，买方可以自行决定接受修改的交付时间表，或者因供应商的该等违约取消采购订单。供应商同意在延迟交付货物或服务的情况下，每延迟一周（不足一周的以一周计算），向买方交纳延迟货物价值和/或服务的服务费总额（视情形而定）的百分之一（1%）的违约金，直至全部货物或服务交付或提供完毕。

If Vendor fails to deliver the Goods or Services on the delivery dates (force majeure delays excluded), Vendor will be liable for any damages caused to Purchaser as a result of such delay; and in that event, Purchaser may, in its sole

discretion, either accept a revised delivery schedule, or cancel the Purchase Order for default. Vendor agrees to pay to Purchaser liquidated damages in the amount of one percent (1%) of the delayed Goods' value and/or the total service fees payable for the Services, as the case may be, per week (delay term less than one week shall be deemed as one week) in the event of late delivery of Goods or Services until the Goods or Services are delivered or provided in its entirety.

- 15.2 除本合同另有规定外, 本合同任何一方未履行本合同项下的义务, 另一方可以向违约的一方发出书面通知, 要求其履行义务或采取适当的补救措施以迅速有效地避免或减小损失或损害, 并恢复履行本合同。除此之外, 违约的一方还应赔偿因其违约行为给守约方造成的所有直接损失和损害。

Except as otherwise provided herein, where one Party fails to perform its obligations hereunder, the other Party may by written notice to the defaulting Party to request the defaulting Party to perform its obligations or to provide proper remedies to effectively and promptly avoid or minimize the losses and damages, and to resume its performance of this Contract. In addition, the defaulting Party shall indemnify the performing Party for all direct losses and damages incurred as a result of such default.

- 15.3 供应商应对买方及其董事、雇员(以下简称“被补偿方”)承担责任, 并使其免受因本协议的履行、因使用和/或销售货物, 因履行服务或因接受供应商的服务所引起的或与之有关的, 被补偿方或任何第三方的所有实际发生的或者可能发生的损害、损失、人身伤害、死亡、成本、索赔, 但因买方故意或重大过失引起的除外。Vendor shall be liable and hold Purchaser and their directors and employees (“Indemnified Parties”), harmless from and indemnify them against any and all actual or contingent damage, loss, injury/death, costs and claims suffered by or brought against Indemnified Parties, resulting from or connected with the Agreement, the use and/or sale of Vendor's Goods by Indemnified Parties or any third party, the performance of the Services and the deployment of Vendor's Services by Indemnified Parties or any third party, except to the extent that this is caused by Purchaser's willful misconduct or gross negligence.

16. 不可抗力

FORCE MAJEURE

- 16.1 如果本合同任何一方因不可抗力事件(定义如下)的影响迟延履行或不能履行其在本合同项下的义务, 则其可免于承担由此产生的本合同项下的任何责任。为本合同之目的, “不可抗力事件”是指不能预见、超出受影响一方控制, 且不能通过合理的谨慎操作而避免的任何事件, 包括但不限于政府行为、火灾、爆炸、地理变异、洪水、地震、浪袭、雷击、战争、疫情或其他任何不可预见、不可避免及不能克服的事件。然而, 任何信用、资本或资金的不足或缺将不属于超出本合同一方合理控制之外的事件。

If performance of these General Terms and Conditions is delayed or prevented by an Force Majeure Event (as defined below), the Party affected by such Force Majeure Event shall be excused from any liability hereunder. For the purposes of these General Terms and Conditions, an "Force Majeure Event" shall mean any event that is unforeseeable, beyond the affected party's reasonable control, and cannot be prevented with reasonable care, which includes but is not limited to the acts of governments, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, epidemic or any other unforeseeable, unavoidable and insurmountable events. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party's reasonable control.

- 16.2 受到不可抗力事件影响并主张免于承担其在本合同或本合同任何条款项下的义务的一方，应于不可抗力事件发生之日起三（3）日内通知另一方不可抗力事件的发生情况，并采取所有必要的行动和措施以尽量减少和减轻相关损失和损害并在可行的前提下尽早恢复履行其在本合同项下的义务。

The Party affected by an Force Majeure Event who claims to be excused from its obligation to perform these General Terms and Conditions or any article herein shall notify the other Party within three (3) days after the occurrence of the Force Majeure Event and shall take all necessary actions to minimize and mitigate the losses and damages and resume its performance of this Contract as soon as practicable.

- 16.3 如果因任何不可抗力事件将延长履行合同义务的时间，则双方经协商后应就履行合同的时间进行公平的调整。如果任何经确认的严重阻碍本合同的履行的不可抗力事件或其影响持续三十（30）日，则任何一方均有权以提前书面通知的形式终止本合同。

Should any Force Majeure Event cause an increase in the time required for performance of any part of this Contract, an equitable adjustment shall be made after the Parties consult with each other. And if any proved Force Majeure Event or its effect lasts for thirty (30) days which hinders the performance of this Contract, either Party may terminate this Contract by a prior written notice.

17. 安全、健康和环境及相应赔偿

SAFETY, HEATH, ENVIRONMENT AND RELATED CLAIM

- 17.1 供应商遵守并依照中华人民共和国及买方当地所有适用于安全、健康和环境的相关法律和法规行事。供应商在买方进行施工前，应与买方项目责任部门签署《施工安全管理协议》，供应商施工人员应有工伤保险。供应商必须安排适当和安全的运输和设备，以及有技能，资质并合格的能说买方当地语言或英语的人员，以对安全、健康和环境负责任的方式工作。买方可就本协议项下的这些方面进行审核。供应商应当就任何安全、健康、环境和保障方面不合规定的事件进行报告。万一发生任何事故，供应商应在买方的监督之下，立即采取所有的措施以清除、隔离或防止因该事故而产生的进一步伤害和损失。

Vendor shall comply with and act in accordance with all applicable safety, health and environmental laws and regulations which based on People's Republic of China. Vendor shall sign Agreement of Construction safety management with related department of Purchaser before implementing contract. Vendor's employees shall have work related insurance. Vendor shall arrange for proper and safe transport and equipment, as well as skilled and qualified staff, able to speak the local languages of the Purchaser or English, to work in a safe, healthy and environmentally responsible manner. Purchaser may audit these aspects of this Agreement. Vendor shall report any events of irregularity with respect to safety, health and environment and security. In case of an incident Vendor shall, under supervision of Purchaser, immediately take all measures to clean up, isolate or prevent further damage.

- 17.2 供应商因未能达到以上责任及义务，导致合同执行过程中造成对买方的人员伤害和财产损失，供应商须承担全部相应责任并赔偿一切损失。

The Vendor shall take responsibility and pay all the damages, if Vendor could not achieve responsibilities and obligations, above that lead to people injury.

18. 反腐败条款

ANTI-BRIBERY CLAUSE

- 18.1 “利益”指经济利益，包括但不限于：财物、各种名义的回扣、手续费、娱乐活动票券、免费旅游或度假、房屋装修、高档宴席、赠送昂贵礼品、解决子女或亲属入学、就业等一切物质和精神上的受益报偿。

“Benefits “ refers to economic advantages, including but not limited to: effects, commission or charge in any name, tokens, free tours, interior decorations, feasts, expensive gifts, obtaining jobs or enrolment to schools for children and relatives, and any other material or spiritual benefits.

“关联人员”指与买方员工关系密切的人员，包括但不限于：买方员工的近亲属，关系密切的其他亲属、朋友。

"Related person(s)" refer(s) to person(s) who is or are in close relation with the employee(s) of Purchaser, including but not limited to: dependents, relatives of Purchaser employee(s), friends in close relation with Purchaser's employee(s).

“关联公司”指买方员工担任董事、经理或买方员工实际控制的公司。

"Related company(ies)" refer(s) to company(ies) in which the employee(s) of Purchaser serve(s) as director or manager, or company(ies) which are in the actual control of the employee(s) of Purchaser.

- 18.2 在按照约定履行与供应商签订的合同(以下简称“该合同”)以及为订立该合同及/或与该合同相关的与供应商发生的一切交往过程中，买方员工以及买方员工的关联人员不得利用工作之便，向供应商及其员工以及与供应商存在利益关系的第三方以任

何名义索要利益。由此引起的一切后果因买方员工的行为不在买方公司的授权之列，故与买方公司无关

In the course of the performance of this agreement by and between Purchaser and Vendor pursuant to the agreed terms and in the course of any activities for the purpose of and/or in connection with the Contract, none of Purchaser's employee(s), nor related person(s) of Purchaser's employee(s), may misuse his/her position to exact any benefits in any name from Vendor, any of its employee(s) or any third party linked to Vendor through any interests. In case of any such action by any of Purchaser's employees, any consequence thereof shall have nothing to do with Purchaser as such action is out of the scope of Purchaser's authorization granted to such employee(s).

- 18.3 在因履行与买方签订的合同以及为订立该合同及/或与该合同相关的与买方发 的一切交往过程中，供应商及其员工不得提议给予、承诺给予或事实上给予买方员工及其关联人员、关联公司利益，并不得通过第三方提议给予、承诺给予或事实上给予买方员工及其关联人员、关联公司利益，但经买方同意的除外；

In the course of the performance of the Contract and in the course of any activities for the purpose of and/or in connection with the Contract, neither Vendor nor any of its employee(s) may either directly or through any third party offer, promise or give any benefits in any name to any of Purchaser's employees or their related person(s), or their related company (ies), except otherwise agreed by Purchaser.

若买方员工利用工作之便，向供应商及其下属员工索要利益，供应商应拒绝该不当要求，并立即将该情况据实通知买方；

Where any of Purchaser's employees exacts any benefits from Vendor or any of its employee(s) by misusing his/her position, Vendor shall refuse such unreasonable request and promptly inform Purchaser thereof as it is.

在履行与买方签订的合同以及因该合同与买方发生的一切商业交往过程中，供应商不得向第三方支付代理费、中介费等费用，如该类支付确属必要且为正常商业行为，供应商应事先向买方说明并征得买方同意；

In the course of the performance of the Contract and in the course of any business activities in connection with the Contract, Vendor may not pay any agency fee or intermediary fee to any third party in case of any such event Vendor shall explain it to Purchaser and acquire Purchaser's consent in advance.

供应商需积极配合买方对供应商及其下属给予买方员工及其关联人员、关联公司利益以及买方员工索要或收受利益等有关情况进行调查。

Vendor shall work actively with Purchaser to conduct investigations into issues relating to the provision of any benefits to any of Purchaser's employees or their related persons or their related company (ies) either by Vendor or any of Vendor's employees or the exacting of any of the same by any of Purchaser's employees.

供应商及其员工支付给买方及其员工的任何请客、娱乐和其他招待必须符合下列条件，否则均视为不正当的商业贿赂：

符合商务惯例；

价值不高，不会被人视为贿赂或者红包；
有完备的书面记录；
符合相关的法律法规或者道德标准以及一旦公开，不会导致公司或者员工陷入艰难的境地。

The treatments and other entertainments provided by Vendor or its employee(s) to Purchaser or its employee(s) will be regarded as improper commercial bribery, unless they satisfy the following terms:

They are in compliance with the accepted commercial practices;

They are low value gifts, not likely to be deemed as bribes or kickbacks;

They are kept in a complete written record;

They are in compliance with the relevant laws and regulations or moral standards, will not cause the company or the employee(s) into a difficult situation if disclosed.

供应商或供应商员工向买方员工提供利益均视为供应商违约，买方有权随时解除双方签订的合同而不承担任何违约责任，如因此而引起买方名誉受损或其他损失，供应商需承担一切责任。

Vendor or any of its employees' provision of any benefits to any of Purchaser's employees shall be deemed as Vendor breach of contract. Under such circumstances, Purchaser shall have the right to terminate the Contract, without assuming any default responsibilities and claim for any losses against Vendor arising from such termination and Vendor shall be fully responsible for any losses, such as reputation loss against Purchaser.

买方员工因向供应商索要、收受利益，或供应商或其员工因给予买方员工及其关联人员、关联公司利益而触犯《中华人民共和国刑法》或相关法律法规的，由当事人自行承担刑事责任或相关法律责任。

Where any of Purchaser's employees violates the Criminal Law of the People's Republic of China or any related law due to his/her exacting of benefits from Vendor or either Vendor or any of Vendor's employee(s) violates such Law or any related law due to its or his/her provision of any benefits to any of Purchaser's employees, their related person(s), company (ies), the violating party shall assume the criminal liability or related legal responsibilities by itself or him/herself.

19. 取消及终止

CANCELLATION AND TERMINATION

19.1 当本合同任何一方出现下述情形之一时，另一方有权通过向对方发出书面通知的形式即刻终止本合同：

Upon the occurrence of any of the following events to a Party, the other Party may unilaterally terminate this Contract by a written notice to such Party with immediate effect:

- a) 一方未能履行或遵守本合同项下的义务、条款及条件，且该等违约行为未能在其收到另一方发出的纠正违约行为通知之日起三十（30）日内予以纠正；

或

The Party fails to comply with any of the obligations, provisions and conditions of this Contract, and such failure is not cured within thirty (30) days after it has received a written notice from the other Party; or

- b) 如果任何一方破产或无力偿还债务，不能或承认无法偿还到期债务，根据任何破产法或其他影响债权人权利的类似法律提起或被提起诉讼以寻求无偿还能力或破产判决或其他任何救济，另一方可以以书面形式终止整个协议或任何附件并即刻生效。

Either Party may terminate this Agreement as a whole or any of the Attachments by written notice and with immediate effect if the other Party becomes insolvent or is unable to pay its debts or fails or admits its inability generally to pay its debts as they become due, institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy law or insolvency law or other similar law affecting creditor's rights.

- 19.2 买方可在任何时间出于自身的便利考虑单方、全权决定终止整个或部分订单。买方应以书面方式通知供应商终止订单，通知上应明确说明终止是出于买方的便利，并明确合同终止的程度，以及终止的生效日期。除非买方另有说明，供应商收到通知后应立即停止订单工作，遵照买方的说明和指引行事。如果买方为便利终止订单，应支付给供应商终止生效日之前妥善完成的工作的报酬，但是支付总额不能超过此订单总额在减去未完成工作部分的金额。供应商不应获得而且应明确放弃终止日前未履行合同工作的利润款项。

Purchaser may terminate the PO in whole or in part at any time if Purchaser determines, in its sole and absolute discretion that a termination is in its best interests. Purchaser shall effect the termination by sending written notice of such termination to Vendor, which notice shall state that termination is for Purchaser's convenience, the extent to which performance of Contract Work is terminated, and the termination date. Unless otherwise instructed by Purchaser, Vendor shall stop work immediately on receipt of notice and follow the instructions and directions of Purchaser. In the event of a termination for convenience, Vendor shall be entitled to be paid for Work properly performed by Vendor prior to the effective date of termination, provided, however, that such payment shall not exceed the total value of this PO after adjustment to account for the price associated with Work not performed. Vendor shall not be allowed, and expressly waives, payment for profit on Contract Work which was not performed as of the termination date.

- 19.3 本合同第11、13、14、15、19、20、21 条在本合同终止后继续有效。
Sections 11, 13, 14, 15, 19, 20, 21 shall survive after the termination of this Contract.

20. 适用法律

APPLICABLE LAW

本合同应适用中华人民共和国法律并依照该等法律进行解释。

This Contract shall be governed by and construed in accordance with the laws of the People's Republic of China.

21. 争议解决

DISPUTE RESOLUTION

21.1 所有由本合同引起的争议,包括任何有关本合同存在、有效性及终止的问题和争议,应首先由双方通过友好协商解决。如果该等争议无法在自协商开始之日起三十(30)日内解决,则任何一方均有权将相关争议提交中国国际经济贸易仲裁委员会按仲裁委员会当时有效的仲裁规则(该等规则应被视为已由双方加入本一般条款中)进行仲裁。仲裁语言为中文。仲裁裁决为终局裁决,对双方均有约束力。双方都应当遵守仲裁结果,仲裁费用应由诉败方承担,但仲裁裁决另有规定的除外。仲裁期间双方应该继续履行协议,仲裁事项下的除外。

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall first be resolved through friendly consultation. If such dispute cannot be resolved within thirty (30) days after the initiation of the consultation, either Party may submit the same to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in accordance with the Arbitration Rules of the CIETAC then being in force which rules are deemed to be incorporated by reference to this clause. The language to be used in the arbitral proceedings shall be Chinese. The arbitration award will be final and binding upon both Parties hereto, and both Parties hereto will abide by the arbitrator's decision. The arbitration fee will be borne by the losing party except as otherwise awarded by the arbitration institute. In the course of arbitration, both Parties will continuously perform under this Agreement, except that part which is under arbitration.

21.2 在争议解决期间,除争议事项外,双方将继续履行其在本合同项下各自的其他义务。During the period when the dispute is being resolved, except for the matters in dispute, the Parties shall in all other respects continue performing their obligations under this Contract.

22. 其它条款

MISCELLANEOUS

22.1 全部协议。本合同构成合同双方就主题事项的全部协议并且明确限于双方所接受的所列明的条款和条件。如果采购订单的规定与本一般条款的规定相冲突或不一致,应始终以采购订单的规定为准;如果本一般条款的规定与其他相关合同的规定相冲

突或不一致，应始终以其他相关合同的规定为准。

Entire Agreement: This Contract sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof and expressly limits acceptance to the terms and conditions stated. In the event of any conflicting or inconsistent provisions between the Purchase Order and these Terms and Conditions, the provisions of the Purchase Order shall always prevail; in the event of any conflicting or inconsistent provisions between these General Terms and Conditions and Other Relevant Contracts, Other Relevant Contracts shall always prevail.

22.2 修订。除非经双方书面同意，否则对本合同的任何修改没有效力。

Amendment. No amendment to this Contract shall be of effect unless agreed in writing by the Parties.

22.3 弃权。除非弃权方以书面形式明确表示放弃行使本合同任何条款项下的权利、权力或救济，并在该书面文件上签名，否则该等弃权将被视为无效。本合同任何一方未行使或延迟行使本合同项下的任何权利、权力或救济不应视为放弃这些权利、权力或救济；任何单独一次或部分放弃行使任何权利、权力或救济亦不应妨碍将来行使这些权利、权力或救济。在不限制前述规定的前提下，如任何一方放弃就另一方违反本合同任何条款的行为追究责任，不应视为其对任何相关后续违约行为或另一方违反本合同其他条款的行为均放弃追究责任。

Waiver. No waiver of any provision of this Contract shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by any Party in exercising any right, power or remedy under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

22.4 可分割性。本合同的任何条款如被确认或裁决为无效、非法或不可强制执行，则该等条款将自本合同主体中分离，本合同的剩余条款，在法律所能允许的最大限度内，将仍继续保持其有效性和可执行性。

Severability. If any provision of this Contract is determined invalid or unlawful or unenforceable to any extent such provision shall be severed from the body of this Contract and the remainder thereof shall continue to be valid and enforceable to the fullest extent permitted by law.

22.5 税赋。每一方均应依照适用的税收法律，承担其各自因履行本合同而引致的所有税负。

Taxes. Each Party shall bear all taxes incurred by it in connection with its performance of this Contract pursuant to applicable tax law.

- 22.6 转让。未经另一方事先书面同意，任何一方均无权向其关联机构之外的其他任何实体转让其在本合同项下的任何权利和义务。
Assignment. Without the prior written consent of the other Party, neither Party may assign any of its rights or obligations hereunder to any party other than its affiliates.
- 22.7 抵销。买方有权在任何时候以买方对供应商的任何索赔或收费抵销在本一般条款项下应向供应商支付的任何到期款项。
Setoff. Purchaser shall have the right at all times to set off any amount due or payable to Vendor hereunder against any claim or charge Purchaser may have against Vendor.
- 22.8 承继人。本合同对双方的承继人均有约束力，且本合同仅为双方、双方各自的承继人及其经允许的受让人的利益而订立。
Successors. This Contract shall be binding upon and shall inure to the benefit of the Parties, their respective successors and permitted assigns.
- 22.9 语言。本合同以中英文书写。两种语言都是真实有效的。若发生歧义，以中文版本为准。
Languages. This Contract is written in Chinese and English, both languages being authentic and effective. In case of any discrepancies between the Chinese and English version, the Chinese version shall prevail.