

General Conditions of Purchase ("GCP") for China**采购通用条款****1. DEFINITIONS AND INTERPRETATION****定义及释义**

1.1 In these GCP and PO, unless otherwise stated, the defined terms shall have the following meaning:

在本《采购通用条款》及《采购订单》中，除非另有说明，所定义术语应具有以下含义：

1.1.1 **"Buyer"** means the Buyer entity which issues the PO.

“买方”指为发出采购订单的买方实体。

1.1.2 **"Buyer Affiliate"** means (i) any legal entity directly or indirectly Controlled by Castrol Group Holdings Limited or by any legal entity which directly owns 100% of the share capital of Castrol Group Holdings Limited, excluding the Buyer; and/or (ii) a firm, undertaking, joint venture, association, partnership, or other form of business organisation in or through which either an entity described in (i) above or the Buyer directly or indirectly performs as a designated operator or exercises control (directly or indirectly) regarding the management or operations of such entity and in which it directly or indirectly has an ownership, production sharing, or other economic interest.

“买方关联实体”指(i) 由 *Castrol Group Holdings Limited* 或直接拥有 *Castrol Group Holdings Limited* 100% 股本的任何法律实体直接或间接控制的任何法律实体，不包括买方；(ii) 公司、企业、合资企业、联营组织、合伙企业、或其他公司组织形式，上述(i)所描述的实体或买方就其自身的管理或营运，直接或间接地通过该等公司组织形式作为指定的营运人营运或行使控制(直接或间接)，并且直接或间接地在该等公司组织形式中拥有所有权、产品分成权或其他经济利益。

1.1.3 **"Contract"** refers to the most recent written agreement(s) executed between Buyer and the Supplier, including any supplemental agreements or related documents concerning the provision of goods or services.

“合同”系指 买方与供应商之间签署的最新书面协议，包括任何补充协议及与提供货物或服务相关的文件。

1.1.4 **"Control"** means, in relation to an entity, the power of any other entity or natural person to require that the affairs of such entity are conducted in accordance with the wishes of that other entity or natural person and includes, but is not limited to, owning fifty percent (50%) or more of the stock, equity or property of such entity, or having the right to appoint fifty percent (50%) or more of the members or owner representatives of such legal entity (e.g. directors).

“控制”指就任何实体而言，任何其他实体或自然人拥有的要求该实体按照其意愿行事的权力，包括但不限于，拥有该实体 50%或以上的股票、股权或财产；或有权任命 50%或以上的所有者代表（例如董事）。

1.1.5 **"Supplier"** means the person, firm or company named in the PO as the Supplier supplying Goods and/or Services.

“供应商”是指在采购订单中列出的作为供应商提供产品和/或服务的个人、商号或公司。

1.1.6 **"GCP"** means these General Conditions of Purchase

“一般条款”指本《采购通用条款》。

1.1.7 **"Goods and/or Services"** means the goods and/or services to be executed by the Supplier in accordance with the PO.

“产品”和/或“服务”是指供应商根据采购订单所应提供或履行的产品和/或服务。

1.1.8 **"Indirect Tax"** means any applicable state, local sales tax and value added taxes and other similar taxes imposed on the transactions.

“间接税”指任何适用的国家和地方政府销售税、增值税和其他类似的针对交易征收的税项。

1.1.9 **"Personnel"** means the person or persons to be provided by the Supplier and/or Sub-Contractor for the purposes of performing the Services.

“人员”指供应商及/或分包商就执行服务所提供的人员。

1.1.10 **"PO"** means an order for the supply of Goods and/or Services placed by the Buyer upon the Supplier pursuant to the provisions of these GCP, at Buyer's option, a document in paper format or Buyer's relevant automated procurement system.

“采购订单”指买方根据采购订单条款要求供应商提供产品和/或服务而发出的指令；采购订单可以是纸质的，亦可以由买方相关自动采购系统产生的电子式样，由买方自行决定。

1.1.11 **"Public Official"** shall include (i) any minister, civil servant, director, officer, employee, or other official, or anyone acting in any official, legislative, administrative, judicial or representative capacity, on behalf of any government or any department, agency or body thereof, and/or of any government-owned or controlled company including any company or enterprise in which a government owns an interest of more than thirty percent, and/or of any public international; (ii) any political party, political party officials, or candidates for political office; (iii) any member of a royal or ruling family; and (iv) any close family member (spouse, parent, child, sibling) of any of the foregoing. [For avoidance of doubt, the term "Public Official" shall include all directors, officers and employees of relevant national oil, enterprise or other relevant state-owned operations].

“公职人员”应包括：(i) 任何部长、公务员、董事、高级职员、雇员或其他官员，或任何代表任何政府或其任何部门、机构或组织，以任何官方、立法、行政、司法或代表身份行事的人士，以及任何政府拥有或控制的公司，包括政府持股超过百分之三十的公司或企业，以及任何公共国际组织；(ii) 任何政党、政党官员或政治职位候选人；(iii) 任何皇室或统治家族成员；以及 (iv) 任何上述人员的近亲属（配偶、父母、子女、兄弟姐妹）。【为免疑义，“公职人员”一词应包括[插入相关国家石油公司或企业名称]及[插入任何其他相关国有运营机构名称]的所有董事、高级职员及雇员。】

1.1.12 **"Service Provider"** means any person or entity that performs a service for or on behalf of a Party, including but not limited to agents, suppliers, sub-contractors and other intermediaries.

“服务提供商”指为任何一方或代表任何一方提供服务的任何个人或实体，包括但不限于代理人、供应商、分包商及其他中介方。

1.1.13 **"Site"** means the Buyer office, warehouse or premises detailed in the PO at which the Goods and/or Services are to be provided;

“工作现场”指在采购订单中注明的买方办公室、仓库或场地，在该处产品和/或服务得以提供；

1.1.14 **"Sub-Contractor"** means any party to whom the Supplier has sub-let the supply of Goods and/or Services or any portion thereof.

“分包商”指供应商将产品和/或服务或其中的任何部分分包给任何其他方。

1.1.15 **"Withholding Tax"** means any fee, tax, change or deduction of whatever nature imposed by the fiscal authorities in the country of tax residence of Buyer on any sum payable by Buyer to the Supplier for the fees under the PO.

“代扣代缴税”是指由买方纳税所在国财政当局从买方按采购订单采购订单应付给供应商的款项中征收的费用、税款、变更税费或扣款，不论何种性质。

1.2 Where a PO is used in relation to any Contract agreed between Buyer and the Supplier, the terms of the Contract shall be automatically incorporated into and form part of each PO (regardless of whether the PO expressly references the contract, unless explicitly stated otherwise). In the event of any conflict or discrepancy between the Contract and the PO, the terms of the Contract shall prevail. In the absence of Contract, both parties agree that these GCP shall be applicable.

如采购订单系依据买方与供应商之间所达成的任何合同而签发，则该合同的条款应自动纳入并构成每份采购订单的一部分（无论该采购订单是否明确提及该合同，除非另有明确约定）。如合同条款与采购订单条款之间存在任何冲突或不一致，应以合同条款为准。在未签订合同的情况下，双方同意适用《采购通用条款》。

1.3 All instructions, notifications, agreements, authorizations and acknowledgements shall be in writing.

所有的说明、通知、协议、授权及确认均应以书面形式作出。

2. PO PRICE**采购单价价格**

In full consideration for the satisfactory provision of the Goods and/or Services, the Buyer shall remunerate the Supplier in accordance with the PO and these GCP. Additional charges may only be levied by way of a formal amendment to the PO.

作为提供产品和/或服务的全部对价，买方将根据采购订单向供应商和一般条款约定向供应商支付报酬。任何额外付款应经正式修订本采购订单方可进行。

3. INVOICES AND PAYMENT**发票和付款**

3.1 The Supplier shall issue valid invoices in respect of the Goods and/or Services delivered as appropriate. Invoices shall conform to all relevant fiscal requirements.

供应商应就交付的产品和/或服务适当开具有效发票。发票应符合所有相关财政规定。

3.2 All invoices shall be supported by the relevant substantiation document as appropriate to evidence the sums shown.

所有发票适当地得到相关实质文件的支持，以证明显示金额。

3.3 Payment by Buyer of the Supplier's invoices or, as may be, payment from Supplier to Buyer, shall be without prejudice to Buyer's rights subsequently to challenge the correctness thereof. Buyer's rights under this sub-clause 3.3 shall continue notwithstanding the completion or termination of the PO.

买方支付供应商发票，或者供应商向买方支付款项（如有），均不得影响到买方之后质疑发票正确性的权利。买方在本第 3.3 条项下的权利，即便在采购订单结束或终止后仍应有效。

3.4 Unless otherwise agreed in the relevant PO, payment of remuneration will be effected in the currency stated in the PO within sixty (60) days from the date of receipt of a valid invoice. Payment is deemed to have been made when the order of payment is received by the Supplier's bank.

除非在相关采购订单中另外协定，报酬的支付应以采购订单中规定的货币，自收到有效发票之日起六十（60）天内作出。当供应商的银行收到支付指令时即视为已付款。

4. TAX RESPONSIBILITIES AND INDEMNITY**税务责任和赔偿**

- 4.1 The Parties will co-operate with each other to minimise taxes and tax assessments to the extent legally permissible and administratively reasonable. In particular, the following shall apply:
双方应相互合作，在合法和可操作的范围内，尽量降低双方的税务负担，尤其是以下情况：
- 4.1.1 The Supplier shall supply to Buyer such tax information (including documentary information) in connection with its activities under the PO as may be reasonably required by Buyer.
供应商应根据买方的合理要求，向买方提供与供应商在采购订单中的业务相关的税务信息（包括文档信息）。
- 4.1.2 The Supplier shall retain all necessary and reasonable tax information and documents as shall enable the Supplier to comply with its obligations under this clause 4 for such a period as may be required in the relevant jurisdiction, and in no event to be a period of less than ten years, notwithstanding other provisions to the contrary in these GCP.
供应商应保存所有必要和合理的税务信息和文件，以促使其履行第 4 条款下的义务，无论一般条款中是否有与此相悖的条文，信息保存有效期限应遵循相关司法管辖区的规定，但任何情况下都不能少于 10 年。
- 4.2 The remuneration stated in the PO should be a gross price and inclusive of all possible taxes imposed by all applicable tax authorities on the Supplier for deriving the income from Buyer, which include but not limited to value-added tax and/or similar Indirect Tax, corporate income tax, withholding tax and any other local levies or surcharges in accordance with all applicable tax laws and regulations.
采购订单中所述酬劳应为总价，包括由所有适用的税务机构向供应商征收的从买方获取收入可能产生的一切税费，包括但不限于符合所有适用税务法律法规的增值税和/或类似的间接税、企业所得税、代扣代缴税，以及任何其他的地方税项或附加费。
- 4.3 The Supplier shall indemnify and keep indemnified Buyer against all liabilities incurred as a consequence or breach by it or any Sub-Contractor of any of the obligations under this clause 4 in respect of all taxes, interest and penalties, reasonably attributable costs and expenses whatsoever in relation thereto.
因供应商或其分包商履行或违反本第 4 条款下的任何义务而产生的、与任何税款、利息、处罚以及因此产生的合理成本和费用有关的责任，供应商应向买方作出赔偿并使其免受损失。
- 4.4 Under China tax laws and regulations, if Buyer is required to deduct any amount, whether as withholding tax or howsoever called, Buyer shall without further notification to the Supplier deduct the specified amount from any amount payable to the Supplier. Buyer shall pay over or deal with any amount so deducted in accordance with the provisions of the relevant laws or regulations providing for the deductions. Where Buyer makes any such deduction or withholding, Buyer shall, within a reasonable time upon receipt of the official receipt(s), or other satisfactory verification in respect of such deduction or withholding from the relevant authority, submit same to the Supplier.
根据中国税务法律法规，如果买方需要扣除任何金额的税项（例如代扣代缴税或其他名目的税项），买方应从任何应付供应商的款项中扣除该特定金额税款，而不需要进一步通知供应商。买方应当按照相关法律或法规的规定缴纳或者处理其扣除的款项。当买方作出此类扣款或者代扣代缴，买方应在从相关机关收到该扣款或者代扣代缴的正式收据或者其他符合要求的证明后的合理时间内将该等证明文件提供给供应商。
- 4.5 The obligations contained in this clause 4 shall continue notwithstanding the completion or termination of the PO and/or Contract.
采购订单和/或合同完成或解除后，本第 4 条中规定义务持续有效。

5. SUPPLIER'S GENERAL DUTIES**供应商的一般责任**

- 5.1 The Supplier shall, in addition to its responsibilities defined elsewhere in the PO, provide or be responsible for the following at no additional cost to Buyer:-
除采购订单另有规定的责任外，供应商还应在不增加额外成本的基础上向买方提供或负责以下方面：
- 5.1.1 Satisfying itself as to the local conditions and all such other factors as may affect it in carrying out its duties pursuant to the PO;
确保满足当地条件和所有其他因素而不会影响其根据采购订单履行义务；
- 5.1.2 Providing all labour, tools, plant, equipment and materials required by the Supplier to carry out its duties pursuant to the PO. All materials shall be of appropriate quality;
根据采购订单，提供供应商履行其职责所需的所有劳动力、工具、厂房、设备及物料。所有物料应具备适当的品质；
- 5.1.3 Ensuring all Personnel employed for provision of Goods and/or Services shall be properly qualified, skilled, experienced and competent in their respective callings to a recognized industry standard; and
确保为完成产品和/或服务而配备的所有工作人员具备适当的资质、技能熟练、经验丰富，具备符合相关职位的公认行业标准的能力；以及
- 5.1.4 Providing the Goods and/or Services in a safe, efficient and competent manner and in accordance with accepted industry standards.
以安全、高效和称职的方式提供产品和/或服务，并符合公认行业标准。

6. WARRANTIES**保证**

- 6.1 The Supplier warrants that all Goods and/or Services shall be provided with reasonable care and skill and in accordance with generally recognised commercial practices and standards by appropriately trained and qualified Personnel and that any Goods provided under the PO shall :
供应商保证由接受过相关培训、拥有相应资格的工作人员，运用合理的谨慎和技能，遵守公认的商业惯例和标准以及规格提供全部产品和/或服务，同时，根据采购订单提供的任何产品：
- 6.1.1 conform to any specification, standards or requirements set out in the PO;
应符合采购订单中所规定的任何规格、标准或要求。
- 6.1.2 be of satisfactory quality, free from defects and fit for their intended purposes (whether such purpose is implied or expressly stated in the PO);
满足质量要求、无缺陷及适用于既定用途（不论此用途在采购订单中有无暗示或明确说明）；
- 6.1.3 be suitable for use by Buyer, including if applicable, inclusion in Buyer products; and
符合买方的使用要求，包括成为买方产品的一部分，如适用；以及
- 6.1.4 not infringe any intellectual property rights of any third party.
不侵犯任何第三方的任何知识产权。
- 6.2 The Supplier shall, with all possible speed and without cost to Buyer, replace or repair any of the Goods or any part thereof and/or re-perform the Services if the whole or any part of the Goods and/or Services fails to meet the warranties set out in clause 6.1. The Supplier's obligations under this clause 6.2 shall, unless specified to the contrary in the PO, extend until:
如果全部或部分产品和/或服务未能满足第 6.1 条载明的保证内容，供应商应尽快及在不增加买方成本的基础上，重新提供服务，及/或者替换或维修任何产品或产品的任何部件。除非采购订单中另作规定，否则供应商在本第 6.2 条规定的义务期限延续至：
- 6.2.1 In the case of Goods and/or Services - the expiry of a twelve months period commencing on the date of delivery of the Goods to Buyer or date of completion of the Services; or
对于产品和/或服务 - 从产品交付买方之日或服务完成之日起 12 个月期限届满；或者
- 6.2.2 In the case of Goods to be commissioned - the expiry of a twelve months period from the date of commissioning or eighteen months from the date of delivery, whichever is the shorter.
对于需要调试的产品 - 从调试之日起 12 个月，或从交货之日起 18 个月期限届满，取二者期限较短者。
- 6.3 Buyer shall promptly inform the Supplier in writing of any Goods and/or Services that fail to meet the warranties set out in clause 6.1. Without limitation, the Supplier shall reimburse any transportation costs and any other charges incurred by Buyer in re-performing or repairing or replacing the Goods and/or Services.
买方应立即以书面形式通知供应商任何产品和/或服务未能满足第 6.1 条载列的保证内容。不限于此，供应商还应就买方在重新提供产品和/或服务，或维修或替换产品和/或服务时所产生的任何交通费用及任何其他费用予以赔偿。
- 6.4 Supplier will not do anything or say anything (or omit to do or say anything) which is harmful, detrimental or prejudicial to or which adversely affects the name, image, reputation or business of Buyer or any Buyer Affiliates, or any of their products or services.
供应商承诺不会采取任何对买方或买方关联公司或其任何产品或服务造成伤害、损害或歧视的行动或表示（或疏忽未采取任何行动或表示）。
- 6.5 Buyer's rights hereunder are in addition to and not in substitution of any express, implied, statutory or other rights.
本采购订单赋予买方的权利将是任何明示、暗示、法定或其他权利的补充，而不可替代该等权利。

7. INSPECTION AND TESTING**检查及检测**

Buyer shall be entitled at its discretion and on giving reasonable notice to the Supplier to check progress being made by the Supplier in supplying the Goods and to make such tests as Buyer may deem appropriate during manufacture and before delivery of the Goods. The Supplier shall afford Buyer's representative every facility for such purposes including access at all reasonable times to the Supplier's premises or to the premises of any Sub-Contractor. Any such inspections or tests shall not in any way relieve the Supplier from any of its obligations under the PO or from those existing either at law or otherwise.
买方有权自行决定并在适当通知供应商后，对产品和/或服务供应的进度进行检查，并在制造期间及交付产品前进行买方认为适当的相关检测。供应商应为此向买方代表提供一切便利，包括允许买方在合理的时间进入供应商或次级供应商的场所。任何该等检验或检测不会免除供应商在采购订单项下的义务，或法律规定的及其他义务。

8. DELIVERY**交付**

8.1 Delivery shall be in accordance with each and all the requirements set out in the PO. Strict compliance with such requirements is to be of the essence of the PO.

交付应符合采购订单中的各项及所有规定。严格遵从该等规定对于采购订单而言极其重要。

8.2 If the Goods are not delivered on the due date or the Services are not performed on the due date then, without prejudice to any other rights which it may have, Buyer reserves the right to recover from the Supplier any expenditure reasonably incurred by Buyer in obtaining goods or services in substitution from another supplier.

如果产品未按预定日期交付或服务未按预定日期提供，在不影响买方享有的其他权利的前提下，对于买方从其他供应商处获取替代的产品和/或服务而产生的合理费用，买方保留向供应商索赔的权利。

9. OWNERSHIP OF GOODS AND MATERIALS**产品和物料的所有权**

9.1 Without prejudice to Buyer's rights of rejection, title to and ownership of any Goods (and materials in the case of the supply of Services) shall pass to Buyer on delivery or if earlier when payment or part payment for such Goods or materials is made by Buyer.

在不影响买方拒收权利的前提下，产品（以及提供服务时所包括的物料）的所有权在交付时转移给买方，或如较早时买方为该等产品或物料全额或部分付款，则在付款时转移给买方。

9.2 The Supplier shall take all necessary precautions and steps to ensure that the Goods or materials which are to be delivered to Buyer under the terms of each PO are packaged in a safe and sufficient manner so as to avoid damage to or loss of any Goods or materials whilst they are in transit or otherwise until delivery in accordance with the PO.

供应商应采取一切必要的谨慎措施，确保根据每份采购订单的条款交付买方的产品或物料的包装安全和充分，能够避免产品或物料在运送过程中发生损坏或丢失，直到按照采购订单的规定交付为止。

9.3 In all cases where Goods or materials purchased await delivery to and/or installation at the Site and in respect of which title and ownership have passed to Buyer in accordance with the terms of the PO, such Goods and such materials shall be physically isolated and clearly marked "property of Castrol" together with all relevant order numbers and shall be assigned to the relevant PO and shall remain under the sole ownership of Buyer whilst the risk in possession shall be borne by the Supplier until such time as the Goods or materials are delivered in accordance with the relevant PO.

买方所采购的产品或物料尚待交付到现场和/或尚未在现场安装，而其所有权已经按照采购订单的条款转移到买方时，该等产品或物料应单独存放，并清晰标明“嘉实多财产”以及相关的合同号码并且划归于相应的合同号下，该等产品或物料的所有权只属于买方，而持有的风险应由供应商承担，直到产品或物料按照相关采购订单的规定交付为止。

9.4 The passing to Buyer of title to and ownership of any Goods shall be without prejudice to the continuing obligation of the Supplier under the PO.

产品的所有权转移到买方后，不应影响供应商在采购订单项下持续的其他义务。

10. DRAWINGS AND TECHNICAL DATA**图纸和技术数据**

10.1 Any deviation from or modification to specifications or drawings is subject to the prior written approval of Buyer. If the Supplier considers that there is any omission, inconsistency or inaccuracy in such specifications or drawings, or that any modifications should be made to such specifications or drawings, the Supplier shall forthwith give written notification thereof to Buyer.

对规格或图纸的任何调整或修改，均须经买方事先书面批准。如果供应商认为规格或图纸有疏漏、矛盾或错误，或应修改规格或图纸，供应商应立即书面通知买方。

10.2 The Supplier shall, when requested by Buyer, provide drawings and technical data in connection with Goods and/or Services to Buyer for approval and/or record purposes. Any such approval shall not imply that Buyer has checked or is responsible for the accuracy of any drawings or technical data other than its own.

供应商应于买方提出要求时，提供与产品和/或服务相关图纸和技术数据，供买方批准和/或存档。任何相关批准不表示买方已经检查任何相关图纸或技术数据的准确性或对其负责，除非是买方自己的图纸或技术数据。

10.3 Technical information (including drawings, designs, specifications, electronically recorded data, computer programs and calculations) and any intellectual property therein, developed or arising during or in connection with the performance of any PO including the results thereof, shall belong to Buyer and Buyer shall have full access thereto.

在任何采购订单履行期间内开发或形成的，或因履行合同（包括相应结果）而开发或形成的技术信息（包括图纸、设计、规格、以电子方式记录的数据、计算机程序和计算结果）以及该等技术信息之上的知识产权均应属于买方，买方应有权获得该等信息。

10.4 The Supplier shall vest in Buyer all copyrights, design rights, patents (including patent applications) and any other intellectual property rights relating to the PO and developed or arising during the performance of any PO Supplier acquired from any third party, including the results thereof, and will execute all necessary documents, produce all necessary evidence and do all other things to procure to Buyer such ownership upon Buyer's request so to do and at Buyer's expense.

供应商应将与管理采购订单有关的、在履行任何采购订单期间而开发或产生的，或从第三方取得的，包括相应结果的一切版权、设计权、专利（包括专利申请）以及其他知识产权授予买方。供应商应于买方要求时签署所有必要的文件、提供一切必要证据并采取其他行动，确保买方取得该等所有权，因此发生的费用由买方承担。

10.5 The obligations under this clause 10 shall continue notwithstanding the completion or termination of the PO.

采购订单完成或解除后，本第 10 条项下规定的义务应继续有效。

11. TERMINATION**合同终止**

11.1 Without prejudice to any other rights and remedies of Buyer under this PO or otherwise at law, Buyer may, without liability, terminate the PO and/or any affected PO forthwith by written notice to the Supplier if:-

出现下列情况之一的，买方可经书面通知供应商，解除采购订单及/或任何受影响的采购订单，而无需承担处罚，且不影响买方在本采购订单项下或法律规定的任何其他权利和救济：-

11.1.1 The Supplier breaches any of the terms of this PO and (if such breach is remediable) fails to correct such breach within a period of seven (7) days (or such longer period as Buyer may agree); or

供应商违反本任何采购订单的任何条款并且（如果该违约行为可以补救）未能在七（7）天内（或买方同意的更长期限内）补救该违约行为；或

11.1.2 The Supplier shall become insolvent, be declared bankrupt or go into liquidation, or shall pass a resolution for winding up (other than for the purposes of amalgamation or reconstruction) or if a Court shall make an order to that effect, or shall have a receiving order made against it; or

供应商资不抵债、被宣告破产或进入清算程序，或通过停业决议（出于合并或重组目的的除外）或法院发出类似命令或针对供应商发出接管令；或

11.1.3 The Supplier breaches any of the provisions under clauses 6 (Warranties), 15 (HSSE Provisions), 17 (Code of Conduct), 18 (Anti-Corruption Obligation), 19 (Compliance with Laws including business and human rights and compliance with international trade regulations) or 22 (Confidentiality and Digital Security) of these GCP or, in Buyer's sole judgement, fails to meet the required standard of safety performance.

供应商违反一般条款的第 6 条（保证）、第 15 条（HSSE 规定）、第 17 条（行为准则）、第 18 条（反腐败义务）、第 19 条（遵守法律（包括商务及人权）、遵守国际贸易规定）或第 22 条（保密与数据安全）的任何条文，或买方单方面认为供应商未能达到规定的安全性能标准。

11.2 Buyer may terminate the PO for any reason whatsoever on written notice.

买方可出于任何原因以书面形式解除采购订单。

11.3 In the event that Buyer serves notice of termination, the Supplier shall be entitled to remuneration only in respect of the Goods delivered or Services performed up to the date of termination.

如果买方发出解除通知，供应商仅有权就截至解除之日已经交付的产品或已经提供的服务取得相应报酬。

11.4 In the event that Buyer serves notice of termination, the Supplier shall carry out Buyer's instructions in regard to termination, including termination of Sub-Contractor services where necessary and Buyer shall pay the Supplier in respect of the Goods delivered or Services performed up to such termination in accordance with the terms of the PO.

如果买方发出解除通知，供应商应执行买方关于解除的指示，必要时包括解除分包商的服务，买方应依据采购订单的条款就截至解除之日已经交付的产品或提供的服务向供应商支付相应款项。

11.5 The Supplier shall not have the right to terminate or rescind the PO or accept any repudiation of the PO in any circumstances, except as set out in the PO.

除非采购订单中另有规定，供应商在任何情况下均无权终止或撤销该采购订单，也不得接受对该采购订单的任何拒绝履行。

12. LIABILITY AND INDEMNITIES**责任与赔偿**

12.1 The Supplier shall indemnify Buyer from and against any and all liabilities for:-

供应商应赔偿及免除买方下列任何及一切责任：-

12.1.1 losses, damages, costs (including reasonable attorney's fees), expenses, claims, demands or causes of action arising out of, or in any way connected with the Supplier's performance or non-performance of the PO;

因供应商履行或不履行采购订单所引起，或与之相关的损失、损害、费用（包括合理的律师费用）、支出、索赔、要求或诉求；

12.1.2 losses, damages, costs, expenses, claims, demands or causes of action arising out of, or in any way connected with the gross negligence, wilful misconduct or fraudulent conduct of the Supplier, its Sub-Contractor(s) or Personnel;

因供应商及其次级供应商或工作人员的重大疏忽、蓄意的不当行为或欺诈行为引起的，或与之相关的损失、损害、费用、支出、索赔、要求或诉求；

- 12.1.3 loss of or damage to the property of the Supplier and/or Sub-Contractor(s) and/or the property of Personnel;
供应商及 / 或次级供应商的财产及 / 或工作人员的财产的损失或损害;
- 12.1.4 death, illness or injury to Personnel;
工作人员的死亡、疾病或受伤;
- 12.1.5 losses, damages, costs (including reasonable legal fees), expenses, claims, demands or causes of action arising out of, or in any way connected with sub-clauses 12.1.3 and/or 12.1.4 above, howsoever caused, including the negligence of Buyer and/or its employees or agents, and whether sole, concurrent or contributory; and
由上述第 12.1.3 条和/或第 12.1.4 条引起或与之相关的损失、损害、费用(包括合理的法律费用)、支出、索赔、要求或诉求, 无论是如何产生的(包括由买方和/或其员工或代理的疏忽产生的), 无论是单独、共同或连带的责任; 以及
- 12.1.6 death, illness or injury to any third party or loss of or damage to any third party's property and against all losses, damages, costs (including reasonable legal fees), expenses, claims, demands or causes of action resulting therefrom, arising out of any act or omission on the part of the Supplier and/or Sub-Contractor(s) and/or Personnel.
由于供应商和/或次级供应商和/或工作人员的任何行为或疏忽造成第三方的死亡、疾病或人身伤害, 或造成第三方财产的损失及损害, 及其他一切损失、损害、费用(包括合理的法律费用)、开支、索赔、要求和诉求。

13. INTELLECTUAL PROPERTY INDEMNITY

知识产权赔偿

- 13.1 The Supplier agrees to indemnify and hold Buyer harmless from and against any loss, liability, damage or claim including but not limited to legal costs incurred by Buyer as a result from the infringement or alleged infringement of any patent rights, trade marks (whether registered or unregistered), registered or unregistered design, copyright or trade name or any other intellectual property rights relating to the performance of the PO. Further, at Buyer's option, the Supplier shall defend at its own expense any suit which if successful would entitle Buyer to invoke such indemnity.
就由于侵犯或被指控侵犯与采购订单履行有关的任何专利权、商标(不论是否注册)、已注册或未注册设计、版权、商号或其他知识产权而产生的任何损失、责任、损害或索赔, 包括但不限于买方承担的法律费用, 供应商同意赔偿买方并使其免受损失。此外, 根据买方的选择, 供应商应自行承担费用地辩护任何起诉, 该等起诉如果成立将赋予买方可主张该等赔偿的权利。
- 13.2 The provisions of this Clause 13 shall survive the expiration or termination of this PO for any reason
无论采购订单因是否已经到期终止或因其他原因提前终止, 本第 13 条的规定将继续有效。

14. INSURANCE

保险

- 14.1 The Supplier shall effect and maintain with an insurance company rated by Standard & Poor's a minimum of 'A-' or an equivalent rating from another reputable rating agency approved by Buyer, insurance adequate to cover its liabilities hereunder and to fulfil any requirements to local government or other appropriate bodies and shall obtain from its underwriters a waiver of all rights of subrogation against Buyer.
供应商应向标准普尔评级至少为 A- 级的, 或其他经买方批准的知名评级机构给予相应同等评级的保险公司购买并持有有效保险, 该保险应足够涵盖供应商在本采购订单项下的责任, 并满足任何政府部门及其他相关机构的要求, 并且供应商应自其承保商处获得针对买方的所有代位求偿权的豁免。
- 14.2 The Supplier shall, if so requested, prior to commencement of the Services or provision of Goods produce to Buyer evidence satisfactory to Buyer that such insurance has been effected and will be maintained thereafter as required.
如经要求, 供应商应在开始提供服务或产品前向买方提供令买方满意的证据, 以证明该等保险已经生效并将按要求的在今后继续保有。

15. HEALTH, SAFETY, SECURITY AND ENVIRONMENTAL PROVISIONS

健康、安全、保安和环境条款

- 15.1 The Supplier shall at all times perform its obligations under the PO in a safe and responsible manner and shall observe and comply with all applicable statutory obligations, industry standards and the relevant Buyer safety requirements.
供应商在任何时候均应安全、负责地履行其在采购订单项下的义务, 遵守所有可适用的强制性义务、工业标准和相关的买方安全要求。
- 15.2 If the Supplier is required to provide Services at the Site or any other Buyer premises, the Supplier shall comply with Buyer's Health, Safety and Environment Policy, Regulations and Procedures as detailed in the PO.
如果供应商被要求在工作现场或买方的任何其他场地提供服务, 供应商应遵守采购订单中所详述的买方相关健康、安全、环保政策、规定及程序。
- 15.3 Supplier shall procure that Personnel abide by Buyer's security regulations and such directions as may be issued by Buyer's security officers when working at the Site and other Buyer premises.
当在买方工作现场或其他买方场地工作时, 供应商应促使工作人员遵守买方的安保规定及买方安保负责人发出的相关指令。

16. SAFETY OF GOODS

产品安全

To enable Buyer to comply with its obligations under applicable health and safety legislation, the Supplier shall provide Buyer with adequate information about any Goods supplied under the PO, the use for which they are designed and tested and about any conditions necessary to ensure such Goods will be safe and without risk to health when properly handled, stored, transported and used. This information is to be supplied in writing, marked with the relevant PO number and relevant item number(s) and addressed to Buyer as stated in the relevant PO.
为确保买方遵守其在适用的健康、安全法规下的义务, 供应商应向买方提供采购订单下的所有产品的完整资料、产品既定及经测试的用途相关资料及在正确处理、储存、运输和使用产品时为确保该等产品安全且对健康无害而所必需的条件相关资料。该等资料应以书面形式提供, 如相关采购订单所述, 标记相关的采购订单号码和项目编号并提交给买方。

17. CODE OF CONDUCT

行为准则

In connection with the Supplier's performance of this PO and each PO, the Supplier agrees to act consistently with Buyer's Code of Conduct as updated from time to time which is found at: <https://www.castrol.com/code-of-conduct> (or as otherwise notified from the Buyer to the Supplier) and to adhere to the principles set out therein, including the principles relating to human rights and non-retaliation against "whistle blowers". Any failure to comply with this clause may be deemed by Buyer to be a material breach of this PO.
供应商同意就本采购订单和每一份采购订单的履行按照买方行为准则(如在<https://www.castrol.com/code-of-conduct> 所显示的行事, 或由买方另行通知供应商的其他方式), 并遵守买方行为准则所规定的所有原则, 包括关于人权及禁止对“举报人”进行报复的相关原则。任何对本条款的违背都将被买方视为本采购订单项下的重大违约。

18. ANTI-CORRUPTION OBLIGATION

反腐败义务

- 18.1 Buyer has a zero-tolerance policy towards bribery and corruption, including as regards providers of services to Buyer and Facilitation Payments/grease payments. The Supplier agrees that in connection with this PO it and its Related Parties will comply with all applicable anti-bribery and corruption and anti-money laundering laws and regulations, and will not offer, give or agree to give any person whatsoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage (the "Anti-Corruption Obligation"). For the purpose of this clause, the Supplier's 'Related Parties' means its affiliates, Sub-Contractor, suppliers, agents, intermediaries, and its and their directors, officers and employees. The Supplier agrees to procure that each of its Related Parties comply with this clause 18.
买方对贿赂和腐败行为采取零容忍政策, 包括向买方提供服务的过程中以及“通融费”或“好处费”。供应商同意, 就与本采购订单有关的事宜, 其自身及其关联方将遵守所有适用的反贿赂反腐败和反洗钱的法律法规, 且不会为了取得、影响、诱使、酬谢任何不当利益而直接或间接地提供、给予或同意给予任何人, 或请求、从任何人处接受或同意接受任何有价值之物(“反腐败义务”)。就本条而言, 供应商的“关联方”指供应商的关联企业、次级供应商、供货商、代理、中间人以及供应商和该等关联企业、次级供应商、供货商、代理和中间人的董事、管理人员和雇员。供应商同意使其每个关联方均遵守本第 18 条。
- 18.2 The Supplier shall: (a) immediately report in writing to Buyer details of any breach of the Anti-Corruption Obligation; (b) ensure and monitor compliance with the Anti-Corruption Obligation; (c) make clear, in its dealings connected to Buyer, that it is required to act, and is acting, in accordance with the Anti-Corruption Obligation; and (d) permit Buyer to inspect, audit and make copies at Buyer's expense of any books and records of the Supplier relating to this PO and the Supplier's compliance with the Anti-Corruption Obligation.
供应商应: (a) 立即向买方书面报告任何违反反腐败义务的详细情形; (b) 确保和监督对反腐败义务的遵循; (c) 在其与买方的相关业务交往中明确其被要求根据反腐败义务行事及正在如此行事; 及 (d) 允许买方自行承担费用检查、审计和复制任何与本采购订单和履行反腐败义务有关的供应商的任何账簿和记录。
- 18.3 If Buyer reasonably and in good faith believes that the Supplier has materially breached the requirements set out in Clause 18, Buyer shall have the right to immediately terminate the PO or suspend any services/supply or payment.
如果买方善意地合理认为供应商在实质上违反了本第 18 条规定的要求, 买方有权立即解除本采购订单或中止任何服务/供货或付款。

- 18.4 For the purpose of this clause 18, 'Facilitation Payments' shall include infrequent payments made to a Public Official to facilitate routine, non-discretionary governmental actions that: (i) the Public Official ordinarily performs; and (ii) Buyer is entitled to under the laws of the relevant country, and 'Public Official' shall include (i) any minister, civil servant, director, officer or employee or other official of any government or any department, agency or body, and/or of any government-owned or controlled company, any company or enterprise in which a government owns an interest of more than thirty percent, and/or of any public international organization; (ii) any person acting in any official, legislative, administrative or judicial capacity for or on behalf of any government department, agency, body, or public international organization, including without limitation any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel; and (iii) any close family member of any of the foregoing.

就本第 18 条而言,“通融费”包括非经常性的付给政府官员的款项,旨在促成日常的、非酌情的政府行为,该政府行为:(i) 是政府官员履行的日常工作;且(ii) 买方根据相关国家的法律有权获准的行为。“政府官员”包括 (i) 任何政府、部门、机构或组织的,及/或任何政府拥有或控制的公司的,政府在其中拥有超过百分之三十权益的公司或企业的,和/或任何国际组织的部长、公务员、董事、管理层或雇员或官员;(ii) 任何在公务的、立法的、行政的或司法的职权范围内代表政府部门、机构、组织或公共的国际组织行事的人,包括但不限于法官或其他法院人员、军职人员、海关人员、警察、国家安全人员或其他执法人员;以及(iii) 任何上述人员的近亲属。

19. **COMPLIANCE WITH LAWS INCLUDING BUSINESS AND HUMAN RIGHTS AND COMPLIANCE WITH INTERNATIONAL TRADE REGULATIONS**

遵守法律（包括商务及人权）、遵守国际贸易规定

- 19.1 The Supplier shall observe and abide by and shall require its Sub-Contractor and Personnel to observe and abide by all applicable laws, regulations, bye-laws rules and requirements or guidelines from any Governmental Body in relation to the supply of the Goods and/or Services including any which may come into force during the period of the Contract or relevant PO and shall defend and indemnify Buyer against any and all loss, liability, damages, claims or expenses including but not limited to legal costs incurred by Buyer as a result of or in connection with any alleged infringement of such laws, regulations, bye-laws rules and requirements asserted against Buyer arising out of the performance of the Contract by the Supplier or any of its Sub-Contractor or Personnel.

供应商应遵守并要求其分包商和工作人员遵守所有与产品和/或服务供应有关的适用法律、法规、条例、政府部门的要求或指导意见,包括在履行相关采购订单过程中生效的所有适用法律、法规、条例、政府部门的要求或指导意见。如供应商及其分包商和工作人员在履行合同过程中因涉嫌违反相关法律、法规、条例和要求,而使买方产生任何损失、责任、损害、索赔或费用,包括但不限于法律费用,供应商应为买方提供抗辩并予以赔偿。

19.2 **Business and Human Rights. 商务及人权**

- 19.2.1 The Supplier confirms that it has carefully reviewed the Buyer Business and Human Rights Policy which is available at the www.castrol.com (or as otherwise notified from the Buyer to the Supplier) website. In connection with the Supplier's performance of the Contract and consistent with the policy, the Supplier shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation: 供应商确认已仔细阅读买方《商务及人权》政策,该政策可于 www.castrol.com 或买方向供应商另行通知的网址) 网站查阅。在履行本合同的过程中,供应商应遵循该政策,以尊重所有人权利与尊严以及国际公认人权的方式开展业务,包括但不限于:

19.2.1.1 not employing, engaging or otherwise using forced labour, trafficked labour or exploitative child labour or procuring Goods manufactured or produced using such labour; nor engaging in or condoning abusive or inhumane treatment of workers; 不雇用、聘请或以其它方式使用受强迫劳工、被贩卖劳工或剥削童工,也不采购使用此类劳动力制造或生产的商品; 不参与或宽恕虐待或非人道地对待劳动者的行为;

19.2.1.2 providing workers with written terms and conditions under which they will work in a language understandable to the worker; 以劳动者可理解的语言,向其提供其开展工作将要依据的书面条款和条件;

19.2.1.3 not requiring workers to pay charges or fees under any pretext in consideration for employment or applying deductions from the workers' remuneration as collateral for continued service; 不得以任何借口要求劳动者支付费用,作为雇用的代价,亦不对劳动者的薪酬进行扣除作为持续雇用的担保;

19.2.1.4 not withholding travel or other identity documents or otherwise unreasonably inhibiting the free movement of any workers (directly or indirectly); 不(直接或间接地)扣留任何劳动者的旅行证件或其他身份证件,或以其它方式不合理地约束任何劳动者的行动自由;

19.2.1.5 providing access to effective grievance mechanisms, providing equal opportunities, avoiding retaliation or discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and 在相关国家法律框架内,设立畅通、有效的申诉机制,提供平等的机会,避免报复或歧视,尊重劳动者的结社自由;和

19.2.1.6 avoiding, mitigating or remedying adverse human rights impacts to communities arising from SUPPLIER's activities to the extent practicable. 在切实可行的范围内,避免、减轻或补救因供应商的活动对劳动者或社区造成的不利人权影响。

- 19.2.2 Failure to comply with this Clause 19.2 may constitute a material default giving rise to termination pursuant to Clause 11 (Termination and Exit Management). 未遵守本第 19.2 条的规定,可构成导致第 11 条(合同终止)项下终止本合同的重大违约。

19.2.3 [NOT USED]

[/]

19.2.4 The Supplier shall:

供应商应:

- 19.2.4.1 ensure that prospective workers are informed in a language understandable to the worker, of the terms and conditions under which they will work prior to recruitment and where an individual cannot read, the employment terms or offer letter will be read to him or her; that written terms and conditions under which workers will work reflect the terms of employment that are offered to the worker during the recruitment process; and are signed promptly upon recruitment of the relevant worker and in any event before they are deployed; 确保在招聘前,以潜在劳动者可理解的语言,告知其开展工作将要依据的条款和条件,若此人无阅读能力,将为其阅读雇用条款或聘用书;并确保劳动者据以开展工作的书面条款和条件反映了招聘过程中向劳动者提出的雇用条款,该等书面条款和条件需在招聘相关劳动者时及时签署,且在任何情况下应在其上岗前完成签署;

19.2.4.2 bears all costs associated with implementing and administering the recruitment process and employing the relevant workers, including those relating to visas, work permits, medical examinations, and the use of recruitment agencies; 承担所有与招聘过程的实施和管理以及相关劳动者的雇用有关的费用,包括与签证、工作许可、体检和使用招聘代理机构有关的费用;

19.2.4.3 ensure that, in accordance with the relevant national legal framework, workers can exercise their rights to annual holiday entitlement, rest days and compensation for overtime and have the right to terminate their employment at any time, without penalty, given notice of reasonable length; 确保在相关国家法律框架内,劳动者能够行使其年度节假日、休息日和加班补偿方面的权利,且劳动者有权随时在发出合理期限的通知后,终止其雇用关系,无需支付违约金;

19.2.4.4 ensure that workers have the right to hold and have access (at their request) to their travel or other identity documents, including without limitation where they elect for such documents to be kept for safe keeping; and 确保劳动者有权持有和(在其要求时)获取其旅行证件或其他身份证件,包括但不限于劳动者选择对该等证件进行安全保管的情况;和

19.2.4.5 provide consistent wages, benefits, working conditions and working environment (including any dormitory or canteen facilities) and disciplinary practices for workers doing the same work, including migrant workers. Wages shall be paid to workers on a regular basis and without delay. 对相同岗位的劳动者(包括外来务工人员)提供相同的工资、福利、工作条件和工作环境(包括宿舍或餐厅设施),实施相同的纪律规定。定期向劳动者发放工资,不得拖延。

- 19.2.5 The Supplier agrees and undertakes that in connection with its obligations under this Clause 19.2, it shall:

供应商同意并承诺,就其在本第 19.2 条项下的义务而言,其应当:

19.2.5.1 maintain a system of internal controls that is sufficient to provide reasonable assurance that violations of this Clause 19.2 will be prevented, and that any such violations will promptly be detected and resolved to the reasonable satisfaction of Buyer; and 设置一项内部管控制度,该制度应当对避免违反本第 19.2 条的规定和及时发现并以令买方合理满意的方式解决任何该等违约提供充分、合理的保障;和

19.2.5.2 provide such information as may reasonably be requested from time to time by Buyer concerning The Supplier's systems to ensure compliance and performance in complying with the requirements of this Clause 19.2. 提供买方为确保对本第 19.2 条规定的遵守和履行而不时合理要求的、有关供应商各项制度的信息。

- 19.2.6 The Supplier shall INDEMNIFY Buyer and/or Buyer Affiliate from and against all claims or losses brought or incurred by any PERSON (natural person and/or legal entity) as a result of failure by Supplier to comply with the requirements of this Clause 19.2.

如果因供应商未能遵守本第 19.2 条的规定,导致任何主体(自然人和/或法律实体)提起任何索赔或发生任何损失, 供应商应就此向买方和/或买方关联实体作出赔偿。

19.3 **Compliance with International Trade Regulations.**

遵守国际贸易规定

The Supplier shall and shall ensure that its Sub-Contractor comply, with all applicable export control, trade embargo and other foreign trade control laws, rules and regulations, including but not limited to the European Dual-Use Export Control Regulation (EC) 428/2009, the United States Export Administration Regulations, the United States International Traffic in Arms Regulations, Foreign Trade Law of the People's Republic of China, Regulations of the People's Republic of China on the Administration of the Import and Export of Technology and similar laws of the territory applicable to the Contract and relevant PO (together "Trade Restrictions"), relating to the performance of its obligations hereunder. Failure by the Supplier and Sub-Contractor to comply with applicable Trade Restrictions shall constitute a material breach of the Contract. The Supplier shall indemnify and hold harmless Buyer against all claims, suits, actions, damages, settlements, losses, liabilities and costs, including reasonable attorney's fees, suffered or incurred by Buyer and any Buyer Affiliate relating to any failure by the Supplier to comply with Trade Restrictions.

就履行本合同义务，供应商应遵守且应确保其分包商遵守所有适用的出口控制、贸易制裁以及其他和对外贸易控制相关的法律、法规和规则，包括但不限于欧盟的 Dual-Use Export Control Regulation (EC) 428/2009、美国的 Export Administration Regulations 和 International Traffic in Arms Regulations、中华人民共和国对外贸易法、中华人民共和国技术进出口管理条例以及适用于本合同及其下采购订单的其他国家或地区的类似规定（合称“贸易管控规定”）。供应商或其分包商未能遵守适用的贸易管控规定构成本合同项下的重大违约。供应商应赔偿买方并使其免于遭受，与供应商未能遵守贸易管控规定相关而使得买方及任何买方关联实体遭受或发生的任何索赔、起诉、行动、损失、结算、损害、责任及费用，包括合理的律师费用。

- 19.4 Except as may be otherwise expressly stated in the Contract or agreed in writing by the Parties, the Supplier shall be solely responsible for applying for and obtaining appropriate governmental authorizations for the export and import of any equipment, software, technology goods or services to or for the benefit of Buyer. Upon reasonable request, Buyer shall provide the Supplier, at no cost to Buyer, with reasonable assistance in determining the application of applicable Trade Restrictions and in applying for necessary authorizations and completing required formalities. Buyer assumes no responsibility or liability for the Supplier's failure to: properly determine applicable Trade Restrictions, obtain necessary authorizations or comply with required formalities.
- 除非本合同另有明确规定或双方另行书面同意，供应商应独自负责就任何交付买方或为买方利益而进出口的设备、软件、技术物品或服务申请并取得适当的政府许可。经合理要求，在不承担成本的前提下，买方向供应商提供合理协助确定有关贸易管控规定的适用性、申请必要的授权并完成要求的手续。买方不就供应商未能正确确定适用的贸易管控规定、获得必要的授权或遵守要求的手续承担任何责任或义务。
- 19.5 The Supplier represents and warrants that it, its Affiliates, and its directors, officers, key employees or agents are not subject to restriction under any national, regional or multilateral trade or financial sanctions under applicable trade control laws and regulations.
- 供应商陈述并保证，其自身、关联实体、董事、管理人员、重要员工或代理均未在任何适用的贸易管控规定下受到任何国家、地区或多边的贸易或金融制裁的限制。
- 19.6 The provisions of this Clause 19 shall survive the expiration or termination of this Contract for any reason.
- 无论本合同因是否已经到期终止或因其他原因提前终止，本第十九条的规定将继续有效。

20. **RECORDS AND REPORTS**

记录与报告

- 20.1 The Supplier shall maintain complete and adequate records of all its operations under the PO and as further required under the PO and shall at all times supply such data and information as will keep Buyer and its Representatives fully informed of the progress of the Goods and/or Services and of all results currently obtained.
- 根据采购订单的要求，供应商应对其采购订单的履行情况进行并保持完整、充分的记录，并随时向买方及其代表提供相应的信息和数据，确保买方及买方代表对产品
- 和/或服务的进展和当前可得的结果有全面的了解。
- 20.2 The Supplier shall from time to time when requested by Buyer deliver written reports and data to Buyer and Buyer shall at all times have complete access to all records and such other data as may be compiled relating to the Goods and/or Services and all such data and records shall be delivered by the Supplier to Buyer and shall belong exclusively to Buyer.
- 供应商应根据买方要求随时提交书面报告和数据，买方应能够随时得到产品和/或服务相关的且可能编制的全部记录和其他相关数据。供应商应将这些记录和数据递交给买方，并且这些数据和记录应归买方所专有。

21. **AUDIT**

审计

Buyer shall have the right at its own expense to inspect and audit the relevant records and accounts of the Supplier or its Sub-Contractor at its address herein in relation to reimbursable items paid for by Buyer under the PO at any time until the expiry of twenty four (24) months following the settlement of the final account. Any incorrect payment(s) made by Buyer shall be adjusted in accordance with the findings of the audit. The Supplier shall make all relevant records and accounts available and give the auditors all reasonable assistance and ensure that it's Sub-Contractor(s) comply with such provisions.

买方有权自负费用，在结算最后一笔账目后的二十四（24）月内，随时就其在采购订单项下支付的可补偿项目，在其地址检查和审计供应商或其下级供应商的相关记录和账目。任何买方作出的不正确付款应根据审计结果进行调整。供应商应提供所有相关记录和账目并向审计员提供所有合理协助，并确保其分包商遵守有关规定。

22. **CONFIDENTIALITY AND DIGITAL SECURITY**

保密与数据安全

22.1 **CONFIDENTIALITY**

保密

Unless stated to the contrary, all information obtained by the Supplier in connection with the supply of Goods and/or Services to Buyer under the terms of the PO shall be deemed to be confidential information and the Supplier shall ensure that confidential information is not divulged by the Supplier, Sub-Contractor, Personnel or by any other of its servants or agents to any third party. Notwithstanding the foregoing, the Supplier is granted permission to share such confidential information with such other parties to the extent that such information needs to be shared to enable Supplier to fulfil its obligations to Buyer under the PO provided that the Supplier obtains the written permission of Buyer prior to any such disclosure. The obligations under this Clause 22 shall continue notwithstanding the completion or termination of the PO.

除非另有相反规定者，供应商就根据采购订单条款向买方提供的产品和/或服务获得的所有信息应被视为保密信息，并且供应商应确保供应商、次级供应商、工作人员或其任何服务人员或代理不会向任何第三方泄露保密信息。尽管有上述规定，如根据采购订单需要分享有关资料使供应商能够履行其对买方的义务，则供应商获许可可与其他相关方分享相关保密信息，但前提是在该等有关披露之前供应商应获得买方的书面许可。本采购订单结束或解除后，第 22 条中规定的义务仍应继续有效。

22.2 **DIGITAL SECURITY**

数字安全

22.2.1 Supplier shall implement and maintain appropriate:

供应商应当执行和维护合适的：

22.2.1.1 technical and organizational measures; and

技术和组织措施；和

22.2.1.2 adequate security programmes and procedures,

充分的安全项目和程序。

to ensure a level of security appropriate to the risk, and to prevent any accidental, unauthorized or unlawful access to, processing, destruction, loss, alteration, damage or disclosure of Buyer's Confidential Information including, for the avoidance of doubt, Personal Data ("Customer Data") and protect Supplier's IT systems used to provide the Goods and/or Services pursuant to the Contract and/or relevant PO in accordance with applicable laws and Industry Best Practice.

以确保与风险相适应的安全等级，避免任何对买方保密信息（为避免疑问，包括个人数据（“客户数据”））和按照适用法律和行业良好实践保护供应商用于提供本合同和/或相关采购订单项下货物和/或服务的 IT 系统免受意外、未经授权或非法访问、处理、销毁、丢失、变更、损坏或披露。

22.2.2 Supplier shall ensure that the measures outlined in Clause 22.2.1 above include:

供应商应当确保第 22.2.1 条所列措施包括：

22.2.2.1 boundary firewalls and internet gateways to protect Supplier networks and IT systems from the internet and other external networks;

边界防火墙和网关以保护供应商的网络和 IT 系统免受因特网和其他外部网络侵入；

22.2.2.2 secure configuration of Supplier's networks, IT systems, applications and devices, including encryption of portable devices and removable media and the encryption of Personal Data;

供应商网络、IT 系统、应用和设备的安全配置，包括移动设备和可移动媒体的加密和个人数据的加密；

22.2.2.3 physical and logical access controls that restrict access to only authorized users to the extent required to perform services or supply goods pursuant to the Contract;

物理和逻辑路径控制，以限制只有依据本合同提供服务或供应货物的被授权用户才可以访问内容。

22.2.2.4 malware protection software that is designed to prevent the introduction of malware into Supplier's IT systems, networks and devices;

恶意程序保护软件，避免恶意程序被引入供应商的 IT 系统、网络和设备。

22.2.2.5 patch management practices to identify, assess and apply applicable security patches to Supplier's IT systems, applications and devices; and

修补管理政策以识别、评估和应用适用的安全补丁

22.2.2.6 training and awareness for Supplier Personnel in information security and the handling of Customer Data in accordance with the terms of these Conditions of Contract.

培训供应商人员有关安全信息和按照本合同的条款处理客户数据。

22.2.3 Supplier shall implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of processing of Personal Data.

供应商应当执行一项流程，以定期测试、访问和评估技术和组织措施的有效性，以确保处理个人数据的安全。

22.2.4 Supplier shall:

供应商应：

22.2.4.1 investigate all (i) accidental, unauthorized or unlawful access to, processing, destruction, loss, alteration, damage or disclosure of Customer Data and/or any cyber-attacks on Supplier's IT systems ("Security Incidents"); and (ii) suspected Security Incidents; and

调查所有（i）客户数据的任何意外、未经授权或非法访问、处理、销毁、丢失、变更、损坏或披露和/或供应商 IT 系统的网络攻击（“安全事故”）；和（ii）疑似安全事故；和

22.2.4.2 notify Buyer without undue delay (or as otherwise notified from the Buyer to the Supplier), of any Security Incident.

须通过 或买方向供应商另行通知的其他方式），在合理期限内将任何安全事件通知买方。

22.2.5 If an incident referred to in Clause 22.2.4 occurs due to the Supplier's act or omission, Supplier shall, at its own cost, provide all necessary assistance as requested by Buyer, including with notifications that may be required under Applicable Law.

如第 22.2.4 条所述事故系由于供应商的作为或不作为造成的，供应商应当自负费用提供买方要求的所有必要协助，包括适用法律可能要求的通知。

23. DATA PROTECTION

数据保护

23.1 In these GCP:

在本一般条款中：

"Personal Data" means any information relating to an identified or identifiable natural person that is processed by Supplier as a result of, or in connection with, the provision of Goods and/or Services pursuant to the Contract and/or an Order;

"个人数据"指基于本合同和/或采购订单项下的货物和/或服务提供或与之有关的关于识别或可识别的经供应商处理的自然人信息；

"Data Controller" means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;

"数据控制方"指任何单独或和其他人共同确定处理个人数据的目的和方式的人士；

"Data Processor" means the person which processes Personal Data on behalf of the Data Controller; and "processing" means any operation(s) performed upon Personal Data such as collection, recording, storage, adaptation, use, disclosure by transmission or otherwise making available.

"数据处理方"指代表数据控制方处理个人数据的人士，"处理"指对个人数据进行的任何操作，例如收集、记录、储存、改编、使用、通过传输披露或以其他方式公开。

23.2 Supplier acknowledges that Buyer is the Data Controller in respect of any Personal Data that Supplier processes on Buyer's behalf in the course of providing Goods and/or Services pursuant to this Contract and/or an Order and that Supplier is a Data Processor of such data.

供应商知悉买方是依据本合同和/或采购订单提供货物和/或服务过程中代表买方处理的数据的个人数据控制方，供应商是该等数据的数据处理方。

23.3 The nature and purpose of the processing of Personal Data by Supplier where Supplier acts as a Data Processor is the supply and performance of Goods and/or Services pursuant to the Contract and/or an Order. The categories of data subjects whose Personal Data will be processed in the course of providing the Goods and/or Services, and the types of such Personal Data which will be processed, are as set out in the Contract.

在供应商作为数据处理方的情况中，供应商处理个人数据的本质和目的是依照本合同和/或采购订单提供和履行货物和/或服务。其个人数据在提供货物和/或服务过程中将被处理的数据对象的类别和该等个人数据的种类在本合同中规定。

23.4 The processing of Personal Data shall continue only for the duration of the Contract and/or relevant Order, save to the extent required by Applicable Law, or Authorities. 个人数据的处理将仅在本合同和/或相关采购订单的有效期内持续，除非适用法律或政府机构另有要求。

23.5 Supplier agrees that it shall (and shall procure that each of its Affiliates, Supplier Personnel and Sub-Contractor shall):

供应商同意其将（且将促使使其关联方、供应商人员和分包商应）

23.5.1 only carry out processing of Personal Data in accordance with Buyer's instructions;

仅依照买方的指示对个人数据进行处理；

23.5.2 not process or permit the processing of Personal Data outside the European Economic Area except: (i) where no European Personal Data is being processed under the Contract; or (ii) with the prior written consent of the Buyer and, where such consent is granted, Supplier undertakes to enter into a suitable agreement with Buyer and/or any relevant parties and/or adopt any necessary measures in order to ensure an adequate level of protection with respect to the privacy rights of individuals;

不得在欧洲经济区以外范围处理或允许处理个人数据，除非（i）无欧洲的个人数据依据本合同被处理；或（ii）经买方事先书面同意，且如买方授予同意，供应商承诺与买方和/或任何相关方签署一份合适的协议和/或采取必要措施确保对个人隐私权有充分的保护；

"European Personal Data" in this sub-clause means Personal Data which comes within the scope of any of the laws and regulations of the European Union, the European Economic Area and their member states, and the United Kingdom applicable to the processing of Personal Data as amended from time to time;

本项下“欧洲个人数据”指落入欧盟、欧洲经济区及其成员国以及英国适用于个人数据处理的法律和法规（包括其后续修订）范围内的个人数据。

23.5.3 ensure that Supplier Personnel engaged in the processing of Personal Data shall treat as strictly confidential any Personal Data, and are bound under an appropriate obligation of confidentiality;

确保从事个人数据处理的供应商人员应对任何个人数据严格保密，并受适当的保密义务约束。

23.5.4 at no additional cost, take such technical and organisational measures as may be appropriate to assist Buyer, insofar as this is possible, to comply with (i) the rights of individuals under applicable data protection laws, including subject access rights, the rights to rectify and erase Personal Data, object to the processing and automated processing of Personal Data, and restrict the processing of Personal Data; and (ii) information or assessment notices served by any data protection authority;

在不额外收费的前提下，采取合适的技术和组织措施以在可行范围内协助买方遵守（i）适用数据保护法律项下的个人权利，包括对象访问权、纠正和删除个人数据的权力，对个人数据的处理和自动处理提出异议的权利，以及限制个人数据的处理；和（ii）任何数据保护官方机构发出的信息或评估通知。

23.5.5 at no additional cost, assist Buyer in complying with its obligation, where applicable, to undertake a data protection impact assessment; and

在不额外收费的前提下，协助买方遵守其义务（如适用），以进行数据保护影响评估；和

23.5.6 immediately inform Buyer if, in its opinion, an instruction as per Clause 23.5.1 above infringes the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) or other European Union or Member State data protection provisions, in accordance with Article 28(3) of the General Data Protection Regulation.

如其认为依据第 23.5.1 条发出的某项指示违反一般信息保护条例（2016 年 4 月 27 日欧洲议会和理事会通过的欧盟条例（2016/679））或其他欧盟或其成员国的数据保护条款，依据一般信息保护条例第 28 条第 3 项。

24. PUBLICITY

公开

The Supplier shall not disclose the existence or terms of the PO or publish or permit to be published either alone or in conjunction with any other person any information, article, photograph, illustration or any other material of whatever kind relating to the PO, or Buyer's business generally, or make any use of Buyer's trade marks or logos, without prior reference to and approval in writing from Buyer. Such approval shall apply to each specific application and relate only to that application.

未书面告知买方且未经买方书面批准同意，供应商不得披露采购订单的存在或其条款，不得公开，或允许他人单独或者联合公开任何与采购订单相关的信息、文章、图片、图表或任何其他形式的相关资料，或买方的一般商业信息，或使用买方的商标或标志。买方的批准仅适用于每次特别信息披露申请，并且应就该特别信息披露给予批准。

25. ASSIGNMENT AND SUB-CONTRACTING

转让和分包

25.1. Neither party shall assign or sub-contract or delegate the PO or any rights, liabilities or obligations hereunder, without the prior written consent of the other party, except that Buyer may assign or sub-contract or delegate in whole or part its rights, liabilities and obligations under this PO to any Buyer Affiliate without consent of the Supplier.

事先未获得另一方的书面同意，各方均不得转让或分包或转包采购订单或其项下的任何权利、责任或义务，惟买方可未经供应商的同意向任何买方关联实体转让或分包或转包全部或部分其于本采购订单项下的权利、责任或义务。

25.2. Any Buyer Affiliate shall have the right to enforce all the same rights as those conferred on Buyer by the Contract but its consent to vary or rescind the Contract is not required.

任何买方关联实体均有权行使本合同赋予买方的所有权利，但无需征得其同意即可变更或解除本合同。

25.3. Subject to clause 25.2, a party who is not a party to the Contract has no right to enforce any term of the Contract except where expressly stated otherwise and so far as permitted by law.

在遵守第 25.2 条的前提下，非本合同当事方无权强制执行本合同的任何条款，但法律另有明确规定且在法律允许的范围内除外。

26. WAIVER

弃权

No waiver by either party of any provision of the PO shall be binding unless made by formal amendment to the PO. Further, any such waiver shall relate only to such matter, non-compliance or breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance or breach.

未经采购订单的正式修订，任何一方对采购订单条款的弃权不具约束力。此外，任一弃权应仅适用于明确相关的事项、违规或违约，不得适用于任何后续或其他事项、违规或违约。

27. ANTI-FINANCIAL CRIME

反金融犯罪

27.1 In connection with this Contract, including the scope of work hereunder, both parties represent, warrant, and covenant as follows:

与本协议相关，包括本协议项下的工作范围，卖方与买方作出如下陈述、保证及承诺：

- 27.1.1 they have complied and shall comply with applicable anti-bribery and/or corruption, anti-money laundering and anti-fraud laws specifically including but not limited to, the laws of the United Kingdom (such as the Bribery Act 2010, the Proceeds of Crime Act 2002 and the anti-fraud legislation set out in s.199 and Schedule 13 of the Economic Crime and Corporate Transparency Act 2023), and the laws of the United States of America (such as the Foreign Corrupt Practices Act of 1977), and all successor legislation;
他们已遵守并将继续遵守适用的反贿赂和/或反腐败、反洗钱及反欺诈法律，包括但不限于：英国法律（例如《2010 年反贿赂法》、《2002 年犯罪所得法》以及《2023 年经济犯罪与公司透明度法》第 199 条及附表 13 所载的反欺诈立法），以及美国法律（例如《1977 年海外反腐败法》），以及所有后续修订的相关法律。
- 27.1.2 they and their respective owners, officers, directors, employees, and Service Providers have not and shall not:
他们及其各自的所有人、高级职员、董事、雇员及服务提供商未曾且不得：
- 27.1.2.1 offer, give, promise to give, authorise giving, solicit, accept or agree to accept; to or from any person (including Public Officials and private individuals); directly or indirectly; anything of value (monetary or nonmonetary, without limitation); in order to obtain, influence, induce, or reward any improper advantage; nor
向任何人（包括公职人员及私人个体）直接或间接地提供、给予、承诺给予、授权给予、索取、接受或同意接受任何有价值之物（无论是否具有货币价值，且不受限制），以获取、影响、诱导或奖励任何不正当利益；亦不得如此行事。
- 27.1.2.2 engage in tax evasion, money laundering or any type of fraudulent activity, including but not limited to making false or misleading representations; failing to disclose information where there is a legal duty to do so or false accounting; and
从事逃税、洗钱或任何形式的欺诈行为，包括但不限于作出虚假或误导性陈述；在依法有披露义务时未披露信息，或进行虚假会计处理；亦不得如此行事。
- 27.1.2.3 no Public Official has a personal direct or indirect interest in this Contract.
无任何公职人员在本协议中拥有直接或间接的个人利益。
- 27.2 Notwithstanding provisions to the contrary, either if a Party reasonably believes in good faith that the other Party has breached the provisions within this clause, or that such breach is imminent, the non-breaching party shall have the right to suspend or terminate this Contract upon notice to the breaching party. Upon termination, the breaching party shall not be entitled to claim compensation or any further remuneration, regardless of any activities before termination.
尽管本协议中可能存在相反规定，但如任何一方在诚信基础上合理相信另一方已违反本条款的规定，或该等违反即将发生，未违反方有权在通知违反方后暂停或终止本协议。协议终止后，违反方无权要求赔偿或者任何支付，即使支付款项对应的是协议终止之前进行的任何活动。

28. APPLICABLE LAW AND DISPUTE RESOLUTION

适用法律和争议解决

The PO shall be construed and take effect in accordance with the laws of People's Republic of China. Without prejudice to the foregoing, the PO shall not be subject to and hereby specifically excludes all the provisions and obligations of the UN Convention on Contracts for the International Sale of Goods. If the parties remain unable to resolve any dispute by negotiation within 30 days from the dispute, then the dispute shall be referred to and finally resolved by Shanghai International Arbitration Center ("SHIAC") in accordance with its then applicable arbitration rules. The number of arbitrators shall be three. The place of arbitration shall be Shanghai, and the language to be used in the arbitration proceedings shall be in Chinese. The ruling of the arbitrator on the dispute shall be final and binding.

本采购订单按中国法律解释，并依据中国法律生效。在不损害前述的前提下，本采购订单不应受限于且在此特别排除联合国国际货物销售合同公约的所有条款及义务。如果自争议起 30 天内双方通过协商仍无法解决，争议应提交上海国际仲裁中心，按照该仲裁中心当时有效的仲裁规则进行最终仲裁。仲裁员为三人。仲裁地点为上海，仲裁程序使用中文。仲裁结果为最终结果，并对合同双方具有约束力。

29. LANGUAGE

语言

The PO is executed in both English and Chinese language versions. In case of any inconsistency between the two language versions, the English version shall prevail. For avoidance of any doubts, if any clause is in one language only, then such language shall prevail.

本采购订单以英文和中文两个文本签署。两种语言文本若有任何不一致的，以英文文本为准。为避免歧义，若任何条款仅用一种语言显示，则应以该语言为准。

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