

BARRY CALLEBAUT PURCHASE CONDITIONS
百乐嘉利宝采购条款

1. APPLICATION OF TERMS

条款的适用

1.1 These general purchase conditions (“Purchase Conditions”) shall apply between Barry Callebaut (Suzhou) Chocolate Co., Ltd (the “Purchaser”) purchasing any products and/or services (collectively, the “Goods”) from the supplier of such Goods (the “Seller”) pursuant to the Purchaser’s standard order form (“Purchase Order”). These Purchase Conditions shall together with any Purchase Order accepted and/or executed by the Seller constitute the contract of sale in respect of the Goods under the Purchase Order (the “Contract”) to the entire exclusion of the Seller’s general terms and conditions. A variation to these Purchase Conditions shall have no effect unless expressly agreed to in writing by the Purchaser.

本一般采购条款（“采购条款”）应适用于百乐嘉利宝（苏州）可可有限公司（“买方”）根据买方的标准订单（“采购订单”）从相应商品的供应商（“卖方”）处购买任何产品和/或服务（统称为“商品”）。本采购条款应与卖方接受和/或签署的任何采购订单，共同构成采购订单项下商品的销售合同（“合同”），并完全排除卖方的一般条款与条件。除非经过买方明确书面同意，否则对本采购条款的修改无效。

1.2 The Seller shall be deemed to have accepted a Purchase Order expressly by giving notice of acceptance, or impliedly by fulfilling the Purchase Order, in full or in part. The express or implied acceptance of a Purchase Order shall constitute acceptance of these Purchase Conditions and the specific conditions set out in the Purchase Order.

通过发出接受通知，卖方应被视为已经明示接受采购订单，通过全部或部分履行采购订单，卖方应被视为已经默示接受采购订单。对采购订单明示或默示的接受，应构成对本采购条款及采购订单中规定的具体条款的接受。

1.3 All correspondence and documents including advice notes, packing notes and invoices shall bear the Purchase Order reference number.

所有的通信往来和文件，包括通知单、装箱单及发票，应载明采购订单的参考编号。

2 PRICE AND INVOICING

价格与发票

2.1 The price of the Goods shall be stated in the Purchase Order, and unless expressly indicated otherwise shall be firm and final, and exclusive of any taxes which the Seller is under the legal obligation to collect and remit, but inclusive of all other charges (notably Goods and Services Tax, Value Added Tax and/or local and state taxes).

商品价格应在采购订单中列明，除非另有明确指示，商品价格应为确定和最终价格，并且商品价格不包括卖方有法定义务扣缴的任何税款，但是包括所有其他费用（尤其是商品和服务税、增值税和/或地方及国家税）。

2.2 No extra charges or variation in the price shall be accepted by the Purchaser.

买方不接受价格中的额外费用或变动。

2.3 The Seller shall invoice the Purchaser or the Purchaser’s affiliates specified by the Purchaser upon, but separately from, dispatch of the Goods to the Purchaser. The invoice shall contain the relevant Purchase Order number and be denominated in the currency indicated in the Purchase Order. Invoices that do not comply with these requirements shall be returned unpaid to the Seller.

卖方应在向买方发送商品之后且应在发出商品之后另行向买方或其指定的买方之关联方开具发票。发票应载明相关采购订单的编号，发票金额应使用采购订单中指定的货币。不符合这些要求的发票应退回卖方，不予支付。

3 PAYMENT

付款

3.1 The Purchaser shall pay all undisputed invoiced Goods within 60 days after the end of the month in which the relevant invoice is submitted based on receipt of the Goods, the documents agreed to be delivered with the same and a correctly issued invoice, unless otherwise agreed in writing.

买方应在相关发票提交当月结束后 60 天内，根据商品收据、按约定与商品一起交付的文件、以及正确开具的发票，对所有无争议的已开发票的商品进行付款，除非另有书面约定。

3.2 Without prejudice to any other right or remedy, the Purchaser reserves the right to offset or deduct from the purchase price of the Goods in respect of any amount claimed from the Seller.

在不损害任何其他权利或救济权的条件下，买方保留从商品的采购价格中抵消或扣减向卖方索赔的任何金额。

3.3 Payment does not constitute acknowledgement that the Goods were provided in accordance with the Contract.

付款并不构成对商品已按照合同约定进行提供的承认。

4 VARIATION TO THE GOODS

商品更改

4.1 The Purchaser may at any time request changes to the quantity, specification or design, the date or place of delivery, method of packaging or delivery, or the performance of the Contract. If any such change increases or decreases the cost of or time required for the performance of the Contract, the price shall be adjusted as applicable and a reasonable adjustment shall be made to the time of delivery or date of performance provided that no increase in the price or extension of time for delivery or performance shall be made unless agreed in writing by the Purchaser.

买方可于任何时间要求变更数量、规范或设计、交付日期或地点、包装或交付方法、或者合同履行。如果任何该等变更增加或减少合同履行的成本或合同履行要求的时间，价格应以适用的方式调整，应合理地调整交付时间或履行日期，但不应增加价格或延长交付或履行时间，除非经过买方书面同意。

4.2 The Seller shall provide prior written notice to the Purchaser of actual or intended material changes in its raw materials, manufacturing methods or packaging methods since

the Purchaser last purchased or approved similar Goods.

卖方应提前书面通知买方其原材料、生产方法或包装方法自买方上次采购或批准类似商品起实际或有意发生的变化。

5 SUSPENSION

中止

The Purchaser may suspend the Contract in whole or in part at any time, and shall pay the Seller for the direct losses incurred by the Seller but the Purchaser shall not be liable for any consequential losses incurred by the Seller.

买方可于任何时间全部或部分中止本合同，买方向卖方支付卖方发生的直接损失，但是买方不应对卖方发生的任何间接损失承担责任。

6 QUALITY AND WARRANTY

质量与保证

6.1 The Goods supplied to the Purchaser shall comply fully with the Purchase Order and the specifications agreed therein.

向买方供应的商品应完全符合采购订单及其中约定的规格。

6.2 The Seller shall comply with food industry standards, safety regulations and quality assurance systems as required and approved by the Purchaser. The Seller warrants the traceability of the Goods, components or parts thereof.

卖方应遵守买方要求和批准的食品行业标准、安全规定及质量保证体系。卖方保证商品及其零部件的可追溯性。

6.3 The Seller further warrants and represents that:

卖方进一步保证和陈述：

(a) the Goods shall be free from any defects in design, materials and/or workmanship;

商品在设计、材料和/或工艺方面不存在任何瑕疵；

(b) the Goods are of satisfactory quality and fit for the purpose for which they are required; and

商品具有令人满意的质量并适用于商品被要求的目的；以及

(c) the Seller shall exercise professional care and skill in the provision of any goods or services.

卖方在提供任何商品或服务时以应有的谨慎与技能履行其职责。

6.4 If any Goods are found by the Purchaser to be defective 24 months from start-up or 30 months from the date of the delivery, whichever is longer, the Seller shall, at the sole option of the Purchaser, promptly and at its expense, either remedy any defective Goods or supply replacement Goods, and carry out any other necessary work to ensure that the terms of the Contract are fulfilled. Replacement Goods and replacement parts supplied as well as services rendered by the Seller shall also be subject to the warranties set out herein, provided that the Seller shall not be responsible for normal wear and tear of such parts.

如果自启动时起 24 个月或自交付之日起 30 个月，以两者中较长者为准，买方发现任何商品存在瑕疵，卖方应根据买方的自行选择，立即自担费用对任何瑕疵商品进行补救或者提供替换商品，并且实施任何其他必要的工作，以保证合同中的条款得到履行。卖方提供的替换商品和替换零部件以及服务，也应适用本采购条款规定的保证条款，但卖方不应对该等零部件的正常磨损负责。

6.5 The above warranties and representations made by the Seller are not affected by, and the Purchaser shall be entitled to make a claim in respect of any breach thereof notwithstanding, inspection, delivery, acceptance, use of the Goods or payment. The Seller agrees that the Purchaser may pass to its non-retail customers and/or users all representations and warranties relating to the Goods.

卖方所作的以上保证和陈述不受商品检验、交付、接受和使用或者付款的影响，且买方还应有权就任何违约情形提出索赔。卖方同意买方可将与商品有关的所有陈述和保证转移给它的非零售客户和/或用户。

6.6 Should the Seller fail to repair the defect or replace the Goods to the satisfaction of the Purchaser/in accordance with the terms set out herein the Purchaser may, at its discretion:

如果卖方未能令买方满意地/根据本采购条款规定的条款维修缺陷或更换商品，买方可自行决定：

(a) rescind the Contract;

解除合同；

(b) reject the Goods (in whole or in part) and return them to the Seller at the Seller’s risk and cost for a full refund of the purchase price and any related costs;

拒绝（全部或部分）商品，并将它们退还给卖方，由卖方承担风险和费用，卖方应全额退还采购价格及任何相关费用；

(c) refuse any further deliveries of the Goods;

拒绝商品的任何进一步交付；

(d) carry out any work necessary to render the Goods compliant, at the Seller’s expense; and/ or

实施任何必要的工作，以补偿商品投诉，并由卖方承担费用；及/或

(e) claim such damages caused by the Seller’s breach or breaches of the Contract.

针对卖方的合同违约造成的损失提出索赔。

7 INDEMNIFICATION

赔偿

The Seller shall indemnify, defend and hold harmless the Purchaser against any claim, action, loss, damage or injury whatsoever and howsoever arising caused to the Purchaser or for which the Purchaser may be liable to third parties due to the failure of the Seller to supply the Goods in accordance with the Contract.

如果因为卖方未能按照合同供应商品，导致买方以任何方式发生任何索赔、诉讼、损失、损害或伤害，或者导致买方可能向第三方承担责任，那么卖方应就此向买方赔偿，为买方辩护并使买方免受损害。

8 DELIVERY

交付

8.1 Deliveries shall be made according to the INCOTERM and at the delivery address specified in the Purchase Order. Deliveries shall be accepted only during normal business hours and unloading shall only take place in the Purchaser's presence and at its direction. 应根据采购订单中指定的国际贸易术语和交付地点完成交付。交付仅在正常营业时间内被接受，且卸货时应有买方在场并根据买方的指示卸货。

8.2 Each delivery shall be accompanied by a detailed delivery note bearing the Purchase Order number, number of packages and their content, and, for partial shipments, the outstanding balance remaining to be delivered.

每次交付应附带一份详细的送货单，送货单上应注明采购订单编号、包装数量及内容，并且针对分批装运，还应注明尚未交付的余额。

8.3 Partial or early deliveries are permitted only with the written consent of the Purchaser.

只有在买方书面同意的情况下，才允许部分交付或提前交付。

8.4 If the Goods delivered exceed the quantities ordered, the Purchaser shall not be bound to pay for the excess. Any risk shall be and remain with the Seller, and the Goods shall be returnable at the Seller's expense.

如果交付的商品超过订购的数量，买方不应有义务对超出的部分付款。任何风险应由卖方承担，商品应可在卖方承担费用的条件下退回。

8.5 Each delivery will be inspected as soon as the normal course of business permits, and accepted if in conformity with the Purchase Order. Receipt of delivery, full or partial payment or use of the Goods shall not constitute acceptance or preclude the Purchaser from making a claim in respect of a breach of the Contract.

每次交付应在正常营业过程许可的条件下尽快检验，并在符合采购订单时接受。对商品交付的接收、全部或部分付款或使用，不应构成对商品的接受，或者不应排除买方针对合同违约提出索赔的权利。

8.6 All delivery/performance dates contained in the Purchase Order or otherwise agreed upon shall be considered essential to the Purchaser. Should the Seller fail timely to deliver/ perform, the Purchaser reserves the right to:

包含在采购订单中的或者另行约定的所有交付/履行日期，应被认为对于买方是非常必要的。如果卖方未能按时交付/履行，买方保留以下权利：

(a) refuse to accept and pay for the Goods, or any subsequent delivery;

拒绝接受商品和对商品付款，或者拒绝接受任何后续交付和对任何后续交付付款；

(b) recover from the Seller any cost incurred in obtaining replacement the Goods in substitution from another supplier;

向卖方追偿为从其他供应商获得商品替代品而发生的任何费用；

(c) cancel the Contract in whole or in part; or

全部或部分解除合同；或者

(d) claim liquidated damages of minimum 3% of the Contract value per week of delay, up to 15%, and compensation for proven damages exceeding the amount of the liquidated damages.

主张支付延迟履行的违约金，违约金最低为逾期每周合同价款的 3%，最高为逾期每周合同价款的 15%，并要求赔偿超出违约金金额部分的已被证实的损失。

9 TITLE TRANSFER, RISK TRANSFER

所有权转移、风险转移

9.1 All Goods supplied by the Seller shall become the Purchaser's property upon payment or delivery, whichever comes first. The Goods shall be delivered free of any encumbrances.

卖方供应的所有商品在付款或交付后（以两者较早发生的为准），应成为买方的财产。商品交付时不应有任何权利负担。

9.2 The Seller shall bear any and all risk of loss or damage to the Goods until delivery according to the agreed INCOTERMS. For deliveries involving installation, risk shall transfer upon the Purchaser's acceptance of the delivery and installation of the Goods.

卖方应承担商品损失或损害的任何和所有风险，直至按照约定的国际贸易术语完成交付。对于涉及安装的交付，风险应在买方接受商品交付和安装后转移。

10 PACKING

包装

10.1 Packing shall be as indicated in the Purchase Order and will effectively protect the goods from any damage whatsoever during shipment, handling and any subsequent storage. The Goods shall be properly labeled and tagged for ease of identification. Packaging is not returnable unless otherwise agreed.

包装应按照采购订单中的规定，并可有效地保护商品免受装运、搬运以及任何后续储存过程中的任何损害。商品应具有适当的标签和标牌，以便易于识别。包装不可退回，除非另有约定。

10.2 The Seller shall bear the cost of any loss or damage that results from defective packaging.

卖方应承担因为瑕疵包装造成的任何损失或损害费用。

11 PRODUCT SUPPORT

产品支持

11.1 The Seller will provide, at no additional cost to the Purchaser, all present and future instructions relating to the use of the Goods including technical data, publications, modifications and spare parts data, and shall inform the Purchaser of any danger that may arise in connection with the Goods in writing.

卖方将提供针对商品使用的所有现在和将来的指导，包括技术数据、出版物、修改及零件数据并且买方不会承担任何额外费用，卖方应书面通知买方关于商品可能发生的任何危险。

11.2 Hazardous Goods shall be marked by the Seller with International Danger Symbols and display the name of the material components. All documents must include a declaration of the hazard and the name of the component in English. Such Goods shall be accompanied by emergency information written in English and in the local language of the country of delivery in the form of written instructions, labels or markings.

危险商品应由卖方使用国际危险符号标记，并显示材料成分的名称。所有文件必须

包括一份英文的危险性声明和成分名称单。该等商品应附带英文及交付国家当地语言书写的应急信息，使用书面指导、标签或标记的方式提供。

11.3 The Seller shall inform the Purchaser of any matter which may affect the Purchaser's exposure to liability on resale of the Goods.

卖方应通知买方可能影响买方承担商品再销售责任的任何事项。

12 INSURANCE

保险

The Seller shall maintain, at its own cost, adequate third party liability insurance as well as product liability insurance to cover the Seller's liability in respect of any act or default for which it may become liable under the terms of the Contract. Such insurance shall cover no less than US\$5 million for a single event. The Seller shall provide a copy of such insurance certificate to The Purchaser upon request.

卖方应自担费用投保充分的第三方责任险及产品责任险，以承保根据合同条款卖方针对任何行为或违约而可能承担的责任。该等保险针对每次事件应承保不少于 500 万美元。在买方要求时，卖方应向买方提供该保险凭证的一份复印件。

13 COMPLIANCE WITH LAWS AND REGULATIONS

遵守法律法规

13.1 The Seller warrants and represents that the Goods, and the export, transshipment and supply of the Goods pursuant to the Contract, shall comply in all respects with the relevant legal, regulatory or statutory requirements, including the necessary permits.

卖方保证和陈述，商品及根据合同完成的商品出口、转运及供应，应在所有方面符合相关的法律法规或法定要求，包括必要的许可要求。

13.2 The Seller shall comply with all legal requirements of the country of delivery, all countries of transfer or transshipment and International Agreements relating to the packing, labeling and carriage of the Goods.

卖方应遵守商品包装、标签和运输方面的交付国家、转移或转运国家的所有法律要求及国际协定。

14 DISCONTINUANCE OF GOODS

商品中断

14.1 The Seller shall continue production, support and maintenance of the Goods of the same type as described in the Purchase Order and spare parts for the repair or part replacement of such Goods throughout the normal lifetime of the Goods, at a fair and reasonable price.

卖方应在商品的正常寿命期内以公平合理的价格，继续生产、支持和维护采购订单中描述的同类型的商品以及该等商品维修或零部件更换所需的零件。

14.2 The Seller shall give the Purchaser not less than twelve (12) months written notice before ceasing production and/or support and maintenance of the Goods, or spare parts for the repair or partial replacement of such Goods.

卖方应在停止生产和/或支持和维护商品或该等商品维修或部件更换所需的零件前，至少提前十二（12）个月书面通知买方。

15 PROVIDED MATERIAL

提供的材料

Materials supplied by the Purchaser for execution of an order shall remain the Purchaser's property even following machining or processing, and shall be used exclusively for the Purchaser's orders. Such materials shall be marked accordingly and stored separately until machined or processed. The Purchaser may require that machining waste, scrap or remaining material, etc. be returned to the Purchaser, or its value deducted from the contract price. The Seller shall keep any such material at its own risk in safe custody.

买方提供的用于执行订单的材料，即使在机械加工或加工之后，仍然为买方的财产，并且仅应被用于买方订单的执行。该等材料应被相应地标记并单独储存，直至被机械加工或加工。买方可要求将机械加工废物、废料或剩余材料等归还买方，或者将其价值从合同价格中扣除。卖方应自行承担风险安全保管任何该等材料。

16 INTELLECTUAL PROPERTY

知识产权

16.1 The Seller warrants and represents that none of the sale, resale nor the use of the Goods in any way will infringe any national or foreign patent, copyright, trade mark, trade name, registered design, or other third party intellectual property right. The Seller will indemnify the Purchaser from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement of any such right or alleged right, and shall at its own expense defend or assist in the defence of any proceedings instituted in that connection.

卖方保证和陈述，商品的销售、再销售以及以任何方式使用，均不会侵犯任何国内或外国专利、著作权、商标、商号、注册设计、或其他第三方知识产权。针对因为对任何该等权利或主张的权利的实际或涉嫌侵权发生的所有诉讼、费用、索赔、要求、开支和责任，卖方应向买方进行赔偿，并且卖方应自担费用在任何相关的诉讼程序中进行辩护或协助辩护。

16.2 Intellectual property rights supplied by the Purchaser to the Seller for the manufacture of the Goods shall at all times be and remain the exclusive property of the Purchaser.

为了制造商品的目的，买方向卖方提供的知识产权，在任何时间应为且仍应为买方的专有财产。

16.3 All intellectual property rights in or resulting from any design or development work carried out by the Seller at the Purchaser's request in executing a Contract shall vest exclusively in the Purchaser. The Seller shall do all such things and sign all documents or instruments reasonably necessary in the opinion of the Purchaser to enable the Purchaser to obtain, defend and enforce its rights in such intellectual property.

卖方根据买方的要求在执行合同的过程中实施的任何设计或研发工作中的所有知识产权或由其产生的所有知识产权，应排他性地归买方所有。卖方应办理买方认为合理必要的所有事宜，并签署买方认为合理必要的所有文件或文书，以使买方取得、维护和执行其在该等知识产权中的权利。

17 CONFIDENTIALITY

保密条款

17.1 The parties shall (a) keep confidential the terms and conditions of the Contract and any confidential information concerning the other party's business and its products (including but not limited to technical or commercial know-how, specifications, invention and processes) disclosed to it in connection with the Contract and (b) not disclose such confidential information to any third party without the other party's prior written consent. 双方应对 (a) 合同的条款与条件以及关于本合同向其披露的与另一方的业务和产品相关的任何保密信息 (包括但不限于技术或商业专有知识、规格、发明和工艺) 承担保密义务, 且 (b) 未经另一方的事先书面同意, 不向任何第三方披露该等保密信息。

17.2 The Seller shall not take photographs of any of the Purchaser's equipment, installation or property without the written consent of the Purchaser.

未经买方书面同意, 卖方不应对方方的任何设备、装置或财产进行拍照。

17.3 The confidentiality undertakings contained in this article 17 shall survive the termination, suspension or cancellation of the Contract.

第 17 条载明的保密承诺在合同终止、中止或解除后, 应继续有效。

18 TERMINATION

终止

18.1 The Purchaser may terminate the Contract at any time and for any reason in whole or in part by giving the Seller written notice, whereupon all work on the Contract shall cease. The Purchaser shall pay to the Seller fair and reasonable compensation for work in progress or completed at the time of termination and subsequently supplied to the Purchaser, but such compensation shall not include loss of anticipated profits or any consequential loss.

买方可通过书面通知卖方的方式, 于任何时间和出于任何原因全部或部分地终止合同, 合同终止后, 关于合同的所有工作应停止。买方应针对在制品或终止时已完成而后续向买方提供的产品, 向卖方支付公平合理的补偿, 但是该等补偿不应包含预计利润或任何间接损失。

18.2 Either party may terminate the Contract in writing at any time with immediate effect and without cost if the other party:

如果另一方发生以下行为, 一方可于任何时间书面解除合同, 且解除立即生效:

(a) commits a material breach of any of the terms and conditions of the Contract which cannot be cured, or if curable, is not cured within thirty (30) days after notification thereof;

另一方对合同的任何条款和条件发生实质违约, 且该违约不可补救, 或者如果可以补救, 但没有在通知后三十 (30) 日内补救。

(b) becomes insolvent, enters into liquidation or bankruptcy, whether compulsory or voluntary, has a receiver appointed or enters into an arrangement for the benefit of creditors; or

另一方资不抵债、进入清算或破产 (无论是强制还是自愿), 指定一名接管人或订立一项债权人权益安排; 或者

(c) ceases or threatens to cease to carry on its business.

另一方停止或预兆停止开展自己的业务。

18.3 Any such termination shall not prejudice any rights which may have accrued to either party.

任何该等终止不应损害已对另一方已经产生的任何权利。

19 ASSIGNMENT AND SUB-CONTRACTING

转让与分包

The Contract shall not be transferred, assigned or sub-contracted by the Seller in whole or in part, without the prior written consent of Purchaser. In any event, the Seller shall remain jointly and severally liable with the assignee or sub-contractor.

未经买方事先书面同意, 卖方不应全部或部分转让或分包合同。在任何情况下, 卖方应对受让人或分包商承担连带责任。

20 FORCE MAJEURE

不可抗力

20.1 No party shall be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to a cause beyond its control, including but not limited to acts of Gods, explosions, floods, fire or accident, war, terrorism, civil disturbance, import or export regulations or embargoes, or industrial actions ("Force Majeure Event").

如果任何一方因为超出自己控制范围的原因, 包括但不限于自然灾害、爆炸、水灾、火灾或事故、战争、恐怖主义、国内动乱、进口或出口管制或禁运、或劳工行动 ("不可抗力事件"), 导致延迟履行或未能履行其任何义务, 该方不应被视为对合同违约。

20.2 If a party is subject to a Force Majeure Event, such party shall give prompt notice of suspension to the other party stating the date and extent of such suspension and the cause thereof, and resume the performance of such obligations promptly after the cessation of the Force Majeure Event, and notify the other party thereof. If a Force Majeure Event continues for more than sixty (60) days, either party may terminate the Contract with immediate effect upon giving such notice in writing.

如果一方遭受不可抗力事件, 该方应立即向另一方发送中止通知, 说明该等中止的日期和程度以及原因, 并在不可抗力事件停止后立即恢复履行该等义务, 并相应通知另一方。如果不可抗力事件持续时间超过六十 (60) 天, 任何一方可终止合同, 并在发送书面终止通知后立即生效。

21 ANTI KICK-BACK / CORRUPTION

反回扣/反腐败

21.1 A director, employee or agent of the Supplier must not:

供应商的主管、员工或代理人:

(a) give or receive any commission, fee, rebate, gift or entertainment of significant value from; or

不得向非买方代表的买方的任何主管、员工或代理人提供, 也不得从他们收取, 或者不得在任何这些当事方的非正常和适当经营过程中提供或收取任何具有重大价值

的佣金、费用、回扣、礼品或招待; 或者

(b) enter into any business agreement with, any director, employee or agent of the Purchaser other than as a representative of the Purchaser or in the ordinary and proper course of business between any of those parties.

不得与非买方代表的买方的任何主管、员工或代理人或在任何这些当事方的非正常和适当经营过程中, 订立任何商业协议。

21.2 The Supplier must not undertake any activity that may constitute a breach of any provision of the Anti-Corruption Laws. The Supplier shall furthermore, in the performance of its obligations under the Contract, comply at all times and act in a manner consistent with the Business Integrity Policy

供应商不得从事任何可能违反反腐败法律任何规定的活动。供应商在履行合同义务的过程中, 还应始终遵守商业诚信政策, 并按照商业诚信政策规定的方式行事。

21.3 For the purposes of these Purchase Conditions 'Anti-Corruption Laws' means any laws or international conventions relating to anti-corruption including:

为了本采购条款的目的, "反腐败法" 指与反腐败相关的任何法律或国际公约, 包括:

(a) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions 1997;

经济合作与发展组织于 1997 年通过的《国际商务交易活动反对行贿外国公职人员公约》;

(b) the United Nations Convention against Corruption 2003;

2003 年《联合国反腐败公约》;

(c) the Foreign Corrupt Practices Act of 1977 of the United States of America (as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998) ("FCPA");

美国 1977 年《反海外腐败法》(分别于 1988 年和 1998 年对《反海外腐败法》进行了修订) ("FCPA") ;

(d) the UK Bribery Act 2010;

2010 年英国《贿赂法》;

(e) any other applicable law (statute, ordinance, rule or regulation, order of any court, tribunal or any other judicial body or any other administrative requirement) which: (i) Prohibits the offering of any gift, payment or other benefit to any person or any officer, employee, agent or advisor of such person; and/or (ii) Is broadly equivalent to the FCPA and/or the UK Bribery Act 2010, or was intended to enact the provisions of the OECD Convention, or which has as its objective the prevention of corruption and which are applicable in the jurisdiction in which the Supplier is registered, conducts business and/or which any of the services are performed.

符合下列条件的任何其他适用法律 (制定法、法令、条例或规定、任何法院、特别法庭或任何其他司法机构或任何其他行政要求): (i) 禁止向任何人或任何人的任何官员、员工、代理人或顾问提供任何礼品、付款或其他好处; 和/或 (ii) 大致相当于 FCPA 和/或 2010 年英国《贿赂法》, 或者旨在实施经合组织公约的规定, 或者目的是预防腐败, 并且在供应商的注册地、经营地和/或任何服务履行地管辖区适用。

22 MISCELLANEOUS

其他条款

22.1 If any provision of the Contract is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of any other provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which as closely as possible corresponds with the economic purpose of the original invalid or unenforceable provision.

如果合同的任何条款无效或不可执行或者变得无效或不可执行, 该等无效性或不可执行性不应影响任何其他条款的有效性。无效或不可执行的条款应使用尽可能接近于原无效或不可执行条款经济目的的有效和可执行的条款予以替代。

22.2 The Contract may only be amended or modified in a duly executed document by the Seller and the Purchaser.

合同仅可在卖方和买方正式签署的文件中予以修改或变更。

22.3 Save for the Purchaser's affiliates and non-retail customers and users referred to in Article 6.5, a person who is not party to this Contract has no rights to enforce any term of the Contract, but this does not affect any right or remedy of a third party which exists or is available apart.

除了第 6.5 条所称的买方的关联方及非零售客户和用户, 非本合同当事方的任何人无权执行任何合同条款, 但是该规定不影响分离存在的第三方的任何权利或救济权。

22.4 The Contract may be executed in any number of counterparts. Any Party may enter into the Contract by executing any counterpart but the Contract shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of the Contract but all the counterparts together constitute the same instrument.

合同可签订任意数量的副本。任何一方可通过签署任何副本订立合同, 但是在各方已经签署至少一份副本之前, 合同不应有效。各副本应构成合同的一份原件, 但所有的副本共同构成同一份文件。

23 REMEDIES AND WAIVERS

救济与弃权

23.1 No default by any Party in the performance of or compliance with any provision of the Contract shall be waived or discharged except with the express written consent of the other Party. A waiver by a Party of a default by another Party will not prevent the first Party from subsequently requiring compliance with the waived obligation.

除非经过另一方明确书面同意, 任何一方在履行或遵守合同任何条款的任何违约, 不应被弃权或免除责任。一方对其他方违约的弃权, 不应阻止第一方后续要求遵守被放弃的义务。

23.2 No waiver by any Party of any default by another Party in the performance of or compliance with any of the provisions of the Contract shall operate or be construed as a waiver of any other or further default whether of a like or different character.

任何一方对其他方在履行或遵守合同任何条款的任何违约的任何弃权，不应构成或理解成对任何其他或进一步违约的弃权，无论该等违约是否具有类似或不同的性质。

23.3 No failure to exercise, nor delay or omission by any Party in exercising, any right, power or remedy conferred on it under the Contract or provided by law shall except with the express written consent of that Party:

如果任何一方未能履行，或延迟履行或遗漏履行合同约定或法律规定的任何权利、权力或救济权，除非经过该方明确书面同意，那么该等未能履行、延迟履行或遗漏履行不应：

(a) affect that right, power or remedy; or

影响该权利、权力或救济权；或者

(b) operate as a waiver of it.

构成对该等权利、权力或救济权的放弃。

No single or partial exercise by any Party of any right, power or remedy shall prevent any further exercise of that right, power or remedy or the exercise of any other right, power or remedy.

任何一方单次或部分执行任何权利、权力或救济权不应阻止对该等权利、权力或救济权的进一步执行，也不应阻止对任何其他权利、权力或救济权的执行。

24 RIGHTS AND REMEDIES CUMULATIVE

累积权利与救济

The rights, powers and remedies conferred on the Parties by the Contract are cumulative and not exclusive of any rights, powers and remedies provided by law or otherwise.

合同授予双方的权利、权力和救济权属于累积性权利，不排除法律规定或以其他方式规定的任何权利、权力和救济权。

25 APPLICABLE LAW AND JURISDICTION

适用法律与管辖

25.1 The Contract and these Purchase Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China.

合同及本采购条款应适用中华人民共和国法律，并按照中华人民共和国法律进行解释。

25.2 Any disputes arising out of or in connection with the Contract shall be subject to the sole jurisdiction of the people's court where the Purchaser is located.

因为或关于合同发生的任何争议应受买方所在地人民法院专属管辖。