

FLENDER TERMS AND CONDITIONS OF PURCHASE

弗兰德采购条款及条件

Version 04/2018

1. DEFINITIONS

- 1.1 "FLENDER" shall mean the Flender legal entity entering into the CONTRACT with and/or issuing the PURCHASE ORDER to the SUPPLIER.
- 1.2 "SUPPLIER" shall mean the person, firm or company who enters into the CONTRACT with FLENDER or to whom the PURCHASE ORDER is issued by FLENDER.
- 1.3 "PARTY" refers to either one of FLENDER and SUPPLIER, and "PARTIES" refers to both of them.
- 1.4 The word "GOODS" include all goods and the word "SERVICES" include all services and/or performance of works, covered by the CONTRACT and/or the PURCHASE ORDER. The word "WORK" shall include all GOODS and all SERVICES.
- 1.5 "PURCHASE ORDER" shall mean the purchase order issued by FLENDER to the SUPPLIER, to which these terms and conditions shall apply.
- 1.6 "CONTRACT" shall mean the contract between FLENDER and the SUPPLIER consisting of the main contract and/or the PURCHASE ORDER (as the case may be), these terms and conditions and any other documents (or parts thereof) specified in the CONTRACT.
- 1.7 "PRC" for the purpose of the CONTRACT shall mean the People's Republic of China, excluding Hong Kong, Macau and Taiwan.
- 1.8 "SOFTWARE" shall mean the software and firmware items which are comprised or included in or related to the GOODS and/or SERVICES.
- 1.9 "DOCUMENTS" shall mean all documents required in the CONTRACT which are necessary for the completion of the WORK and should be provided by the SUPPLIER, including but not limited to the drawings, specifications, standards, testing records, manuals, handbooks, etc.
- 1.10 "DELIVERABLES" shall mean the tangible results of the SERVICES provided by the SUPPLIER to FLENDER under the CONTRACT.

2. ACCEPTANCE OF CONTRACT

- 2.1 By confirming acceptance of the CONTRACT, and/or performing the CONTRACT, the SUPPLIER agrees to comply fully with these terms and conditions. The CONTRACT sets forth the entire agreement of the PARTIES with respect to the subject matter hereof and expressly limits acceptance to the terms and conditions stated herein. Any terms and conditions proposed by the SUPPLIER inconsistent with or in addition to these terms and conditions are void unless otherwise agreed to in writing by FLENDER.
- 2.2 Acceptance by FLENDER of the GOODS, SERVICES or WORK delivered under the CONTRACT shall not constitute agreement to the SUPPLIER's terms and conditions. The SUPPLIER may not ship under reservation.
- 2.3 Further, the SUPPLIER acknowledges that FLENDER enters into the CONTRACT with the SUPPLIER based upon the following undertakings: the SUPPLIER will continuously improve its productivity and ensure that its productivity gain will compensate wage increases; in no event shall the SUPPLIER pass any labor cost increases to FLENDER, by way of higher goods and/or service prices or lower service level etc.

3. DELIVERY

- 3.1 Delivery involving GOODS only shall be considered performed (a) where Incoterms apply, when the SUPPLIER fulfills its obligation to deliver pursuant to the chosen Incoterms rule

1. 定义

- 1.1 "弗兰德"指和供应商签订合同和/或向供应商发出采购订单的弗兰德法人实体。
- 1.2 "供应商"指与弗兰德签订合同和/或弗兰德向之发出采购订单的个人、企业或公司。
- 1.3 "一方"指弗兰德和供应商其中之一,而"双方"指弗兰德和供应商两者。
- 1.4 "货物"一词包括合同和/或采购订单所涉及的所有货物;"服务"一词包括合同和/或采购订单所涉及的所有服务和/或工作的履行。"工作"一词包括所有的货物和服务。
- 1.5 "采购订单"指应适用本条款及条件的、弗兰德向供应商发出的采购订单。
- 1.6 "合同"指弗兰德和供应商之间的合同,由合同正文和/或采购订单(视具体情况而定)、本条款及条件、以及在合同中明确的任何其它文件(或其某些部分)构成。
- 1.7 "中国"为合同之目的,指中华人民共和国,不包括香港、澳门和台湾。
- 1.8 "软件"指构成货物和/或服务的组成部分的、或货物和/或服务所包含的、或与货物和/或服务相关的软件和固件。
- 1.9 "文件"指合同中列明的、完成工作所需且应由供应商提供的所有文件,包括但不限于图纸、规格、标准、测试纪录、手册、指南等。
- 1.10 "可交付成果"指供应商在合同项下向弗兰德交付的有形的服务成果。

2. 合同的接受

- 2.1 通过确认接受合同和/或实际履行合同,供应商同意完全遵守本条款及条件。合同构成双方就合同主题事项的全部协议并且明确限定双方仅接受在此所列明的条款及条件。除非经弗兰德另行书面同意,否则供应商提议的与本条款及条件不一致或在此之外的任何条款和条件均无效。
- 2.2 弗兰德接受在合同项下交付的货物、服务或工作不构成同意供应商的条款和条件。供应商在发货时不得对本条款及条件作出保留发运货物。
- 2.3 此外,供应商确认,弗兰德与供应商达成合同是基于以下承诺:供应商将会不断提高其生产率并确保生产率的提高可以弥补工资的增长;在任何情况下,供应商都不会将劳动力成本的增加通过提高货物和/或服务的价格或降低服务水平等方式转嫁给弗兰德。

3. 交付

- 3.1 仅涉及货物的交付,应在(a)如适用 Incoterms, 供应商按照合同所选的 Incoterms 规则完成交付义务时;或(b)在其他情况下,货物到达弗兰德指定的目的地时,视为完成。

under the CONTRACT; or (b) otherwise when GOODS have arrived at the point of destination specified by FLENDER. Further, (where applicable) unless otherwise specified in the CONTRACT, delivery of GOODS is to be made "Delivered Duty Paid" (Incoterms 2010), but payment shall be made in accordance with Clause 12 herein.

- 3.2 Delivery involving SERVICES shall be considered performed on the date of an acceptance test satisfactory to FLENDER.
- 3.3 The SUPPLIER agrees to advise FLENDER, as soon as practicable, of any delay in meeting the CONTRACT delivery schedules and the reason therefore.
- 3.4 If the SUPPLIER fails to deliver the GOODS or commence the SERVICES or complete the WORK on the agreed dates (force majeure delays excluded), the SUPPLIER will be liable for damages FLENDER incurs; and in that event, FLENDER may, at its sole discretion, either accept a revised delivery schedule, or terminate the CONTRACT for default. Unless otherwise stated in the CONTRACT, the SUPPLIER agrees to pay to FLENDER liquidated damages in the amount of one percent (1%) of the total value of the CONTRACT per week in the event of late delivery. Acceptance of late deliveries not in strict conformance with the delivery schedule shall not constitute a waiver of liquidated damages by FLENDER.

4. DELIVERY PLAN

- 4.1 If the delivery time of the GOODS is more than six (6) months the SUPPLIER should provide a detailed production schedule. This schedule shall include all major production steps, like design work, purchasing and the major steps in manufacturing with the starting time, the ending and the duration of these steps. The delivery plan is to be provided for the first time four weeks after signature of the CONTRACT and then to be updated with the actual every two weeks thereafter..
- 4.2 If the SUPPLIER is not providing such delivery plan or fails to update, FLENDER is entitled to charge liquidated damages in the amount of one percent (1%) of the total value of the CONTRACT per week.

5. INSPECTION AND TESTING

- 5.1 For GOODS:
FLENDER reserves the right to perform quality inspection at any time during the manufacturing process as well as before the GOODS will be packed for shipping. Therefore the SUPPLIER shall inform FLENDER in writing about the date when the GOODS will be ready for inspection at least five (5) working days (for PRC SUPPLIER) or twenty (20) working days (for Non-PRC SUPPLIER) prior to the start of the packing.
- 5.2 For SERVICE and/or WORK:
FLENDER shall have the right to examine, inspect, measure and test the SERVICE and/or WORK or its process at any time and to check the progress. The SUPPLIER shall provide convenience and provide full support.
If FLENDER decides to perform the final inspection the SUPPLIER shall make sure that FLENDER or FLENDER authorized personnel will have the full access to the site of the SERVICE and/or WORK free of charge and will provide all necessary measuring and testing equipment to double check the conformity of the SERVICE and/or WORK with the requirements of the CONTRACT according to product specification, relevant industrial standard, national regulation and FLENDER's requirements.

6. PROOF OF DELIVERY

- 6.1 Latest together with the invoice the SUPPLIER has to provide a proof of delivery in the following manner:
- (1) For GOODS: provision of a signed delivery note;
 - (2) For SERVICE and/or WORK: provision of a copy of the final acceptance certificate signed by FLENDER after the successful testing of the SERVICE and/or WORK;
 - (3) For GOODS in e-Catalogue: mailing of invoice together

此外, (如适用) 除非合同另有规定, 货物交付应根据 2010 年 Incoterms 所规定的完税后交付 ("DDP") 进行, 但付款应依据本条款及条件的第 12 条进行。

- 3.2 涉及服务的交付, 应在弗兰德验收测试满意之日视为完成。
- 3.3 供应商同意在可行的最短时间内就合同交付时间的延迟及其原因通知弗兰德。
- 3.4 若供应商未能于约定的日期交付货物或开始提供服务或完成工作 (不可抗力的延迟除外), 供应商将负责赔偿弗兰德因此遭受的损失; 并且在该等情况下, 弗兰德可以自行决定接受修改的交付时间表, 或者因违约终止合同。除非合同另有规定, 供应商同意在延迟交付的情况下, 以每周合同总价百分之一 (1%) 的金额向弗兰德支付违约金。接受没有严格遵守交付时间表的延迟交付不构成弗兰德对违约金的放弃。

4. 交付计划

- 4.1. 如果货物的交付时间超过六 (6) 个月, 供应商应提供详细的生产时间表。这一时间表应包括所有的主要生产步骤, 例如设计工作、采购和主要制造步骤的起始、结束和持续时间。交付计划第一次提交应在合同签订后四周, 然后每两周根据实际情况更新。
- 4.2. 如果供应商不提交该交付计划或没有更新, 弗兰德有权以每周合同总价的百分之一 (1%) 的金额要求违约金。

5. 检验和测试

- 5.1. 就货物而言:
弗兰德保留在制造过程中以及货物进行运输包装前的任何时候进行质量检验的权利。因此供应商应在包装开始前的至少五 (5) 个工作日 (如为中国国内供应商) 或二十 (20) 个工作日 (如为中国以外的供应商) 书面通知弗兰德货物已备妥待验的日期。
- 5.2. 就服务和/或工作而言:
弗兰德有权随时对服务和/或工作或其流程进行检查、检验、测量和测试, 或对工作进度进行考察。供应商应对此完全支持并提供方便。
如果弗兰德决定进行最终验收, 供应商应确保弗兰德或弗兰德授权的人员能够免费不受限制的进入服务和/或工作的场地, 并提供所有必需的测量和检测设备, 根据产品规格、相关行业标准和法规及弗兰德的要求再次检查服务和/或工作是否符合合同的要求。

6. 交付证明

- 6.1. 最晚在提供发票的同时, 供应商应按照以下方式提供交付证明:
- (1) 就货物而言: 提供签署的交货凭证;
 - (2) 就服务和/或工作而言: 服务和/或工作成功通过验收后, 提供弗兰德签署的最终验收证书的复印件;
 - (3) 就电子目录中的货物: 发票和交货证明一同邮寄到弗

with proof of delivery to Flender Invoice Hub.

兰德发票中心。

7. INCORRECT DELIVERY

- 7.1 All GOODS must be delivered at the delivery point specified in the CONTRACT. If GOODS are incorrectly delivered, the SUPPLIER will be held responsible for any additional expense incurred in delivering them to their correction location.
- 7.2 SERVICES shall be carried out at the location specified in the CONTRACT. Whilst on FLENDER premises, the SUPPLIER's personnel, agents and subcontractors shall at all times conduct themselves in full compliance with FLENDER site's safety and security regulations and shall immediately report to FLENDER any accidents in which they are involved.

8. PASSING OF TITLE AND RISK TO FLENDER

- 8.1 The title and risk in the GOODS shall remain in the SUPPLIER until they are delivered at the point specified in the CONTRACT and transferred to FLENDER's possession, at which time title and risk in the GOODS shall be transferred to FLENDER.
- 8.2 The risk of SERVICES including installation or erection services shall be transferred to FLENDER at the time SERVICES successfully passed the acceptance test.

9. TRANSPORTATION, PACKING AND PACKAGING

- 9.1 SUPPLIER shall solely be responsible for the transportation, packing and packaging of the GOODS. The GOODS shall be packed with protective measures, such that packing shall be suitable for long-distance transportation, in accordance with applicable law and well-protected against any kind of influence such as corrosion, dampness, moisture, freezing, shock, rust so as to ensure that the GOODS will safely arrive at the site without any damage. No additional charges for packing and packaging will be allowed unless specifically agreed in writing. SUPPLIER shall be liable for any corrosion, damage and/or loss caused by inadequate or improper packing. The SUPPLIER shall label each package with the corresponding contract number. The SUPPLIER shall prepare an itemized packing list bearing the contract 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 the SUPPLIER's invoice. No values are allowed to be shown on the packing list.
- 9.2 Unless otherwise agreed in the CONTRACT, the transportation cost shall be borne by the SUPPLIER. In case that FLENDER is responsible for the transportation costs, the costs shall be prepaid and separately invoiced to FLENDER. No insurance or premium transportation costs will be allowed unless authorized by FLENDER. Risk of loss, regardless of cause, is the SUPPLIER's responsibility until the GOODS are delivered. If the SUPPLIER is delinquent in delivery, FLENDER may require shipment by the fastest means available, and any premium transportation charges therefore shall be the SUPPLIER's responsibility.
- 9.3 (applicable to Non-PRC SUPPLIER) In case wood packaging material is used for transportation the used lumber has to be certified according the guidelines for regulating wood packaging material in international trade (ISPM no. 15) of the International Plant Protection Convention.

10. QUALITY

- 10.1 For GOODS: All GOODS supplied shall conform to the standards and specifications described in the CONTRACT. The GOODS supplied shall also meet the national and/or industry standards of the PRC if such standards exist. If there is a conflict between the standards and specification described in the CONTRACT and the national and/or industry standards of the PRC the SUPPLIER has to contact FLENDER in writing requiring a clarification of the applicable standards for this particular CONTRACT. FLENDER has to confirm in writing which standard shall apply.
- 10.2 For SERVICES: The SUPPLIER shall perform its SERVICES with care, skill, and diligence, up to the professional standards

7. 错误交付

- 7.1. 所有货物必须在合同中确定的交付地点交付。如果错误地交付货物，供应商应就将之交付至正确地点所产生的额外费用负责。
- 7.2. 供应商应在合同中确定的地点提供服务。在弗兰德的场所提供服务时，供应商的人员、代理及分包商在任何时间均应完全遵守弗兰德场所的安全保卫规章，并应立即向弗兰德报告其涉入的任何事故。

8. 向弗兰德转移所有权和风险

- 8.1. 在于合同中确定的地点交付货物并向弗兰德转移占有之前，供应商保留货物的所有权并承担风险。在交付货物并转移占有时，货物的所有权和风险转移给弗兰德。
- 8.2. 服务（包括安装或装配服务在内）的风险，应在服务成功地通过验收测试时转移给弗兰德。

9. 运输、装箱和包装

- 9.1. 供应商应单独负责货物的运输、装箱和包装。货物应用保护措施进行包装，其中包装应适合远程运输，符合适用法律，并善加保护，能防范诸如腐蚀、受潮、受湿、冷冻、震动、锈蚀等各种影响，以保证货物安全运抵现场，不出现任何损坏。除非有明确的书面同意，装箱和包装不允许增加任何费用。供应商应对包装不足或不妥造成的锈蚀、损坏和/或损失承担责任。供应商应在包装上标注相应的合同号。供应商应准备载有合同号、细节描述、零件号和每包运输的数量的详细装箱单。装箱单的一份副本应置于海运集装箱中，另一份副本随同供应商的发票。装箱单上不允许显示价值。
- 9.2. 除非合同中另有约定，运输费用应由供应商承担。在弗兰德承担运输费用的情况下，该费用应预付并且就此向弗兰德开具单独的发票。除非经弗兰德授权，否则不允许投保或附加额外运输费用。在货物交付之前，供应商承担因任何原因而灭失的风险。若供应商延迟交付，弗兰德可要求以可用的最快方式发运，供应商应承担因此产生的额外运输费用。

- 9.3. （适用于中国以外的供应商）运输过程中如果有产品的包装为木质包装，那么所使用的木材必须要通过国际植物保护协会（IPPC）所颁布的关于国际贸易中木质包装材料规范（ISPM No.15）的认证。

10. 质量

- 10.1. 就货物而言：供应商提供的所有货物应符合合同所述的标准和规格。提供的货物亦应符合中国国家和/或行业标准，如果存在该等标准。如果合同所述的标准和规格与中国国家和/或行业标准存在冲突，供应商应书面联系弗兰德要求澄清该特定合同的适用标准。弗兰德应以书面形式确认适用何种标准。
- 10.2. 就服务而言：供应商应以符合行业公认的专业标准的专注、

recognized by such profession, and shall be responsible for the professional quality, accuracy, completeness, and coordination of all the SERVICES and all the DELIVERABLES and other items furnished under the CONTRACT.

11. INVOICES

11.1 Invoices shall indicate the FLENDER address, order reference, the shipping location, the numbers of every single item, their description and price, invoice date, payment terms. If the invoice is issued as a down payment invoice, a partial delivery invoice or a final invoice it has to be marked as such. In case of the final invoice a reference to the previous invoices and their value should be indicated. The term of payment of the invoices shall not run until this information is complete. Copies of invoices shall be marked as such.

11.2 If the SUPPLIER is a non-FLENDER affiliated entity, the SUPPLIER shall send the invoice to FLENDER to the following address:

11.3

12. TERM OF PAYMENT

12.1 Unless otherwise stated in the CONTRACT and subject to Clause 12.2 hereunder, payment will be made at the end of the calendar month falling ninety (90) days from the date of the receipt of the invoice by FLENDER provided FLENDER receives the SUPPLIER's correct and valid invoice indicating the complete information set forth in Clause 11.1 above, and provided the GOODS have been correctly delivered or the SERVICES have been properly performed and FLENDER has accepted them.

12.2 If the GOODS are not correctly delivered or FLENDER has not accepted the SERVICES, the invoice shall be paid at the end of the calendar month falling ninety (90) days following the date when the discrepancy is corrected to FLENDER's satisfaction.

12.3 Unless otherwise stated in the CONTRACT, the price confirmed by the SUPPLIER shall be inclusive of taxes. In case there is tax rate adjustment from Tax Authority during the execution of signed / valid Purchase Order and Purchase Agreement, both parties agree net price (exclusive of VAT) shall remain unchanged, and the new tax rate shall be applied upon official effective date. Flender reserves the rights to reject Invoice/Fapiao or payment at wrong tax rate, unless with written agreement in advance.

12.4 FLENDER may, based on the payment nature and upon its discretion, make payments under the CONTRACT through Flender Financial Services Ltd. on behalf of it.

13. RIGHT TO REJECT

FLENDER shall have the right, without prejudice to any other right which FLENDER may have against the SUPPLIER, to reject the SUPPLIER's supplies of GOODS or SERVICES within a reasonable time of their delivery or completion and to terminate the CONTRACT if they are not in conformity with the CONTRACT or the terms and conditions of the CONTRACT. The making of payment shall not prejudice FLENDER's right of rejection.

14. CCC NATIONAL COMPULSORY MARKS

Should the WORK or any part thereof be subject to the CCC mark (China Compulsory Certification mark), the SUPPLIER shall warrant that the WORK or any part thereof shall have gone through the certification procedures with the competent certification organs and CCC (or CCIB) mark shall be labeled on the WORK or any part thereof .

15. TOOLS, PATTERNS, SAMPLES

Tools, patterns, samples, models, sections, drawings, standards, forms, documents and gauges, etc., provided by FLENDER, as well as items made with or to them, shall remain the property of FLENDER and shall not without FLENDER written approval be passed on any third party and not used for purposes other than those specified in the CONTRACT. They

技能和勤勉提供其服务, 并对合同项下提供的所有服务和所有可交付成果及其他项目的专业质量、准确性、完整性和统一性负责。

11. 发票

11.1. 发票应标明弗兰德的地址、订单序号、装运地点、每一单项货物的数量、它们的描述和价格、发票日期、支付条款。如果发票是预付款发票、部分交付发票或最终发票, 应如此标注。如果是最终发票, 应提及先前的发票和它们的价值。如果这些资料不完整, 则发票项下款项不应支付。发票副本亦应按上述方式标注。

11.2. 如果供应商为非弗兰德关联企业, 供应商应当将发票寄至弗兰德以下地址:

12. 付款条件

12.1. 除非在合同中另有规定, 并受限于以下第 12.2 条, 在收到供应商正确、有效的标明上述第 11.1 条要求的完整信息的发票且供应商已经正确地交付了货物或适当履行了服务并且已为弗兰德所接受后, 弗兰德应在收到发票之日起的九十 (90) 天所在的日历月的月底付款。

12.2. 如果供应商未能正确地交付货物或者弗兰德未接受服务, 弗兰德自供应商改正错误达到弗兰德满意之日起九十 (90) 天后所在的日历月的月底付款。

12.3. 除非合同另有规定, 否则供应商确认的价格为含税价格。当在有效的采购订单或者采购合同执行期间, 遇到税务机关调整税率。现有价格中的净价部分 (不含增值税) 应保持不变, 双方必须在税率生效当日起采用新税率。除非双方另有书面协议, 弗兰德有权拒收错误税率的发票或拒绝按错误税率付款。

12.4. 弗兰德可基于付款类型行使自由裁量权, 选择通过弗兰德财务服务有限责任公司代表其作出合同下的付款。

13. 拒收权

在不影响弗兰德可以向供应商主张的任何其它权利的情况下, 如果供应商提供的货物或服务不符合合同或合同的条款和条件, 弗兰德有权在其交付或完成后的合理时间内拒收供应商提供的货物或服务并且终止合同。付款不影响弗兰德拒收的权利。

14. CCC 国家强制性标志

如果工作或其任何部分需要 CCC 标志 (中国强制认证标志), 则供应商应该保证工作或其任何部分已经通过有关认证机构的认证手续, 且工作或其任何部分应载有 CCC (或 CCIB) 标志。

15. 工具、模型、样品等

弗兰德提供的工具、图形、样品、模型、节段、图样、标准、格式、文件和标准尺寸等, 以及依据这些制成的物品, 应是弗兰德的财产, 在未经弗兰德书面同意的情况下, 不得被给与任何第三方和用于合同规定以外的目的。它们应得到

shall be safeguarded against unauthorized inspection or use.

保护，免于未经授权的检查和利用。

16. CHANGES

The SUPPLIER shall not alter or vary the GOODS or SERVICES, except as directed in writing by FLENDER. FLENDER shall have the right at any time during the execution of the CONTRACT, by notice in writing, to direct the SUPPLIER to make changes in the following: (a) specifications, drawings, data incorporated in the CONTRACT; (b) methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of the CONTRACT, with the consent of FLENDER, an equitable adjustment may be made in the purchase price or delivery schedule, or both. If the PARTIES cannot agree to such price or time adjustment within ten (10) working days (or such other time as may be then agreeable to both PARTIES), of SUPPLIER's receipt of FLENDER's request for a change, FLENDER may terminate the CONTRACT upon five (5) working days prior notice to the SUPPLIER.

16. 变更

除非经弗兰德书面指示，供应商不得修改或改变货物或服务。弗兰德有权在履行合同过程中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) 合同包含的规格、图纸和数据；(b) 运输或包装的方法；(c) 交付地点；以及(d) 交付时间。如果任何该等变更引起合同的成本或履行合同所需时间的增加或减少，经弗兰德同意，可对采购价格或交付时间或二者进行公平的调整。如果在供应商收到弗兰德要求进行变更后十(10)个工作日内(或双方可以同意的其它时间内)双方不能就该等价格或时间的调整达成协议，弗兰德可以通过提前五(5)个工作日向供应商发出事先通知而终止合同。

17. SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS

17. 软件和知识产权

17.1 If the GOODS and/or SERVICES include SOFTWARE, the SUPPLIER agrees and acknowledges that FLENDER may be on-selling the same to its customers or end users and warrants that it has good title to license the SOFTWARE.

17.1. 如果货物和/或服务包含软件，供应商同意并声明弗兰德可以原样再销售给其客户或者最终用户。供应商保证拥有该软件的全部权利。

17.2 The SUPPLIER grants to FLENDER a perpetual, worldwide, non-exclusive, no-charge, royalty-free, transferable, irrevocable license:

17.2. 供应商授予弗兰德永久的、世界范围的、非独占的、无费用的、免许可费的、可转让的以及不可撤销的许可：

- (1) to use and allow others to use the SOFTWARE;
- (2) to sublicense the right of use under (1) above to any related corporations, other distributors and end users;
- (3) to grant a license to related corporations, and other distributors to sublicense the right of use to end users in accordance with (1) above;
- (4) to copy the SOFTWARE for installation in hardware or to have such copied by related corporations or other distributors;
- (5) to market and resell the SOFTWARE and any accompanying hardware either alone or as part of package; and
- (6) to reproduce and distribute copies of the SOFTWARE in any medium, with or without modification.

- (1) 使用及允许他人使用该软件；
- (2) 将上述(1)中的使用权分许可给任何相关公司、其它经销商和最终用户；
- (3) 授权相关公司和其它经销商向最终用户分许可上述(1)中的使用权；
- (4) 为在硬件中安装而拷贝该软件或者由相关公司或其它经销商拷贝该软件；
- (5) 单独或者作为打包的一部分销售或者转售该软件以及附随的硬件；和
- (6) 通过任何媒介复制以及分销经修改或未经修改的软件拷贝。

17.3 The intellectual property in all commissioned SERVICES shall belong to FLENDER unless otherwise agreed by the PARTIES. The SUPPLIER agrees to carry out all formalities to legally vest ownership of intellectual property rights in FLENDER at FLENDER's request. If by operation of law, any of the intellectual property rights is not owned in its entirety by FLENDER automatically upon creation thereof, then the SUPPLIER agrees to assign, and hereby assigns, to FLENDER and its designees the ownership of the intellectual property rights.

17.3. 除非双方另有约定，所有委托服务中的知识产权，归弗兰德所有。供应商同意应弗兰德要求履行一切手续以使弗兰德合法地拥有知识产权的所有权。如果由于法律规定，任何知识产权在其产生之时并非自动由弗兰德全部拥有，供应商同意向弗兰德及其指定的人转让，并特此转让，该知识产权的所有权。

17.4 The SUPPLIER may include in SERVICES and/or DELIVERABLES pre-existing work or materials only if either they are provided by FLENDER or if they are owned or licensable without restriction by the SUPPLIER. To the extent that pre-existing work or materials owned or licensed by the SUPPLIER are included in SERVICES and/or DELIVERABLES, the SUPPLIER shall identify any such work or materials prior to commencement of SERVICES involving such work or materials. The SUPPLIER hereby grants to FLENDER (as an exception to the transfer and assignment provided in Clause 17.3 above) an irrevocable, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, and distribute (internally and externally) copies of, and prepare derivative works based upon, such work and materials, and the right to authorize others to do any of the foregoing.

17.4. 供应商可以在服务和/或可交付成果中包含之前已存在的工作成果或材料，但必须是由弗兰德提供的，或该工作成果或材料是由供应商拥有的或可由供应商不受限制地许可的。如果在服务和/或可交付成果中包含供应商拥有的或可许可使用的之前已存在的工作成果或材料，供应商应在开始涉及该工作成果或材料的服务前对这些工作成果或材料予以说明。供应商在此授予弗兰德(作为以上第17.3条规定的转移和转让的例外)不可撤销的、非独占的、世界范围内的、免收特许使用费的权利以及许可，以使用、实施、复制、展示、运行该工作成果或材料和分销(对内或对外)该工作成果或材料的副本、基于该工作成果或材料制作衍生产品，以及许可他人进行任何上述行为的权利。

17.5 The SUPPLIER will fully indemnify FLENDER against any claim for infringement of intellectual property rights in

17.5. 对于与供应商向弗兰德提供的货物或服务有关的知识产权侵权索赔，供应商应当充分补偿弗兰德，并充分赔偿弗兰德因

connection with any GOODS or SERVICES supplied by the SUPPLIER to FLENDER and against any and all costs, expenses and damages which FLENDER may incur or become liable for such infringement. FLENDER shall give to the SUPPLIER prompt notice in writing of any claim being made or action threatened or brought against FLENDER and will permit the SUPPLIER, at the SUPPLIER's own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

- 17.6 If and when an infringement of an intellectual property right of any third party is claimed relating to any GOODS or SERVICES, or if such claim is to be expected, upon prior written approval of FLENDER, the SUPPLIER shall at its own expense either acquire a license to use the GOODS or SERVICES, or modify the GOODS or SERVICES so as not to infringe the intellectual property right, or replace the allegedly infringing GOODS or SERVICES.

18. PERMITS, LAWS AND TAXATION

- 18.1 The SUPPLIER shall, at its own costs, obtain all the permits, approvals and authorization as required for the performance of the WORK, comply with all the national and local laws and regulations applicable to the WORK, and pay all the taxes which are related to the WORK.
- 18.2 The SUPPLIER shall fully indemnify and hold FLENDER harmless from any and all cost, liabilities, damages, expenses and/or attorney fees as caused by the SUPPLIER or its subcontractor if applicable and approved or any of its employees or agents in the following situations: (i) failure to obtain or comply with the above-mentioned permit, approval or authorization; (ii) failure to observe the above-mentioned laws and regulations; or (iii) failure to pay the above-mentioned taxes.

19. CLEAN-UP

The SUPPLIER shall, at all time, keep the work site free from accumulations of waste materials or rubbish. Upon the completion of the WORK, the SUPPLIER shall immediately remove its tools, equipment, scaffold and remaining materials, and ensure the WORK site is cleaned up before it leaves.

20. SAFE OPERATION

- 20.1 In performing the WORK, the SUPPLIER shall exercise the highest degree of care to prevent accidents and injuries to persons, damage or loss of property in, on or about the WORK site, disturbance to the neighborhood, and pollution of the environment, and shall promptly comply with any reasonable direction of FLENDER for the prevention and elimination of above safety hazards.
- 20.2 The SUPPLIER shall fully indemnify and hold FLENDER harmless against any claim, liabilities, loss or costs and expenses as a result of the SUPPLIER's act or omission in the performance of the WORK. In the event any claim or suit is brought against FLENDER based upon any such acts or omission of the SUPPLIER, the SUPPLIER, at its sole risk and expense, shall diligently defend against such claim or suit and shall promptly satisfy and discharge any judgment which may nevertheless be rendered against FLENDER as a result thereof.

21. DOCUMENTS

All DOCUMENTS required in the CONTRACT are part of the WORK. Any DOCUMENTS missing shall be understood as a non fulfillment of the CONTRACT and treated as such.

22. FORCE MAJEURE

Neither SUPPLIER nor FLENDER shall be liable for failure of performing the CONTRACT when such failure results from the occurrence of Force Majeure, which is hereby defined as an event unforeseeable, beyond reasonable control of the PARTY to whom such Force Majeure occurs, including but not limited to: Acts of God, natural disasters, labor disputes, lock out, war or warlike situation, riot, sabotage, fire, acts of government (such as but not limited to change of laws and revocation of

of that infringement may be liable for any and all costs, expenses and damages which FLENDER may incur or become liable for such infringement. FLENDER shall give to the SUPPLIER prompt notice in writing of any claim being made or action threatened or brought against FLENDER and will permit the SUPPLIER, at the SUPPLIER's own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

- 17.6. 如果或当任何货物或服务遭到了侵犯第三方知识产权的索赔或预料会遭到索赔,则在取得弗兰德事先书面同意后,供应商应自行承担费用取得使用货物或服务的许可,或者修改货物或服务使之不侵犯知识产权,或者更换被声称侵权的货物或服务。

18. 许可、法律和税收

- 18.1. 供应商应自行承担费用,获得开展工作所要求的一切许可、批准和授权,遵守适用于工作的所有国家与地方法律法规,并支付与工作有关的一切税款。
- 18.2. 供应商应充分补偿弗兰德并使其免于承受因供应商、或其任何适用的并被批准的分包商、或其任何员工或代理在以下情况下引起的任何和所有费用、责任、损害、开支和/或律师费: (i) 未获得或未遵守前述许可、批准或授权; (ii) 未遵守前述法律、法规的规定; 或 (iii) 未支付前述税款。

19. 清理

供应商应始终保证工作现场无废旧材料或垃圾堆积。工作完成时,供应商应立即将其工具、设备、脚手架和剩余材料带走并应在离开前保证将工作现场清理干净。

20. 安全操作

- 20.1. 在实施工作时,供应商应采取最高程度的谨慎防止工作现场的事故及人身伤害、财产的损害和灭失,防止对相邻地区造成干扰及对环境造成污染。供应商应及时遵照弗兰德提出的合理建议,避免和排除上述安全危害。
- 20.2. 供应商应充分补偿弗兰德并使其免于承受因供应商在实施工作中的行为或不作为而导致的任何索赔、责任、损失、支出和费用。如果弗兰德基于任何该等供应商的行为或不作为而受到任何索赔或起诉,供应商应自担风险和费用尽力进行辩护,并及时支付弗兰德因此而应承担的判决金额。

21. 文件

合同所要求的所有文件均为工作的一部分。任何文件的缺失应被视为未履行合同,并按此处理。

22. 不可抗力

供应商和弗兰德因不可抗力不能履行合同时,均不承担责任。不可抗力应指遭受不可抗力的一方无法预见的且超出其合理控制的事件,包括但不限于:自然力、自然灾害、劳工纠纷、封锁、战争或类似战争状态、暴乱、阴谋破坏、火灾、政府行为(例如但不限于修改法律规定和取消进口许可)以及疫情的爆发。

import permits), and outbreak of epidemic.

The PARTY affected by Force Majeure shall inform the other PARTY in writing without any delay with respect to the impact of such event on the performance of the CONTRACT.

Upon the occurrence a Force Majeure event, the SUPPLIER shall endeavor to continue to perform its obligations under the CONTRACT so far as is reasonably practicable. The SUPPLIER shall notify FLENDER of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The SUPPLIER shall not take any such steps unless directed to do so by FLENDER.

If the SUPPLIER incurs additional costs in complying with the FLENDER directions, the amount thereof shall be mutually agreed upon by both PARTIES.

If circumstances of Force Majeure have occurred, either PARTY may by reason thereof give notice to the other PARTY of its intention to suspend the execution of the performance.

After receipt of such notice, the PARTY shall examine the works, plant and materials affected by the suspension and shall take reasonable steps to minimize the effect and additional cost caused by the suspension.

If the execution of the CONTRACT is suspended for more than three (3) months either PARTY shall have the right to terminate the CONTRACT.

23. ASSIGNMENT AND SUBCONTRACTING

The CONTRACT shall not be assigned nor subcontracted by the SUPPLIER as a whole. The SUPPLIER shall not subcontract or assign any part of the GOODS and/or SERVICES without FLENDER prior written consent, which shall not be unreasonably withheld, but the restriction contained in this Clause shall not apply to subcontracts for materials, for minor details, or for any part of which the makers are named in the CONTRACT. The SUPPLIER shall be responsible for all SERVICES and GOODS supplied by subcontractors.

24. SUSPENSION

SIEMENS shall have the right to ask, in writing, the SUPPLIER to suspend the performance of part or all of the WORK.

During the suspension, the SUPPLIER shall protect, safely keep and ensure such part or all of the WORK away from any damage or loss and shall not continue the operation without approval from FLENDER.

25. COPIES OF SUBCONTRACTS

If FLENDER has consented to the placing of subcontracts, copies of each subcontracting contract shall be sent by the SUPPLIER to FLENDER immediately upon signing and prior to commencement of WORK by the subcontractor.

26. FLENDER'S PROPERTY AND INFORMATION

FLENDER's property, such as drawings, specifications, data and the like, furnished to the SUPPLIER for performance of the CONTRACT shall remain the property of FLENDER. Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc. that the SUPPLIER makes or buys from others for producing or providing the GOODS/SERVICES and charged to FLENDER's account shall become FLENDER's property immediately upon manufacture or procurement. All such FLENDER property shall be marked as property of FLENDER, shall be held by the SUPPLIER on consignment at the SUPPLIER's risk, and shall be used exclusively to perform the CONTRACT, and shall not be duplicated or disclosed to others. Upon CONTRACT completion, all FLENDER furnished property shall be returned to FLENDER in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into GOODS/SERVICES supplies delivered or consumed in the performance of the CONTRACT.

受不可抗力影响的一方应立即就不可抗力事件对合同履行的影响书面通知另一方。

不可抗力事件发生后, 供应商应在合理可行的范围内继续履行其在合同项下的义务。供应商应通知弗兰德其拟采取的步骤, 包括未受不可抗力影响的任何合理的可替代履行方法。除非弗兰德指示, 供应商不应采取任何该种步骤。

如果供应商因遵从弗兰德的指示而发生了额外费用, 其金额应经双方共同同意。

如果不可抗力情况发生, 任何一方可基于该原因通知另一方其中止履行的意图。

在收到该通知后, 受中止影响的一方应检查其工作、工厂和材料并采取合理的措施减少中止导致的影响和额外费用。

如果合同履行的中止超过三 (3) 个月, 任何一方应有权终止合同。

23. 转让和分包

合同不得被供应商全部转让或分包。未经弗兰德事先书面同意, 供应商也不得分包或转让货物和/或服务的任何部分, 但弗兰德不得合理地拒绝同意; 但是, 本条限制不应适用于材料、微小部分或者任何合同中已经提到的制造商部分的分包。供应商应当对分包商提供的所有服务和货物负责。

24. 暂停

弗兰德应有权书面要求供应商暂停开展部分或全部工作。

暂停工作期间, 供应商应保护、保管并确保该部分或全部工作免受任何损害或灭失, 并在获得弗兰德批准前不应继续开展工作。

25. 分包合同复印件

弗兰德同意分包时, 供应商应当在签署分包合同之后立即将分包合同的复印件提交给弗兰德, 并且提交应当在分包商开始工作之前。

26. 弗兰德的财产和信息

为履行合同而提供给供应商的弗兰德的财产, 例如图纸、规格、数据和类似财产, 应当仍然是弗兰德的财产。供应商为生产或提供货物/服务所作的或者从其他方购买的并向弗兰德收费的任何设计、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弗兰德的财产。所有该等弗兰德财产应当被标记为弗兰德财产、由供应商受托持有并承担风险, 并仅为履行合同的目的是使用, 不得复制或披露给他人。完成合同后, 所有弗兰德提供的财产应当以接受时同样的状况返还弗兰德, 允许合理的磨损; 但是该财产已经整合入已交付货物/服务中或者在履行合同中消耗掉的除外。

27. WARRANTY AND INDEMNITY

- 27.1 The SUPPLIER warrants all GOODS/SERVICES furnished under the CONTRACT shall (1) conform to FLENDER's drawings, specifications or other descriptions; (2) be of good material, design and workmanship and free of defects; (3) be new (not used or reconditioned), merchantable and suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. GOODS/SERVICES that do not conform to the above warranties may, at any time within thirty-six (36) months after delivery to FLENDER, be rejected and returned to the SUPPLIER, at the SUPPLIER's expenses, for correction or replacement. If the SUPPLIER does not correct or replace within a reasonable period of time, FLENDER may, at its sole discretion, (a) correct or replace the non-conforming GOODS/SERVICES at the SUPPLIER's expenses; (b) demand a reduction in the purchase price; or (c) terminate the CONTRACT without assuming any liability. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of thirty-six (36) months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement. SUPPLIER shall further be liable for damages incurred to Flender in respect of the CONTRACT.
- 27.2 Defective items shall be returned at the SUPPLIER'S expense and risk.
- 27.3 The SUPPLIER shall remedy at no charge to FLENDER any defects in SERVICES that were not due to FLENDER that appear within thirty six (36) months from the completion of the SERVICES.
- 27.4 The foregoing warranties are in addition to all other warranties expressed or implied by law, or any warranties of additional scope given to FLENDER by the SUPPLIER. Neither the foregoing nor anything contained in these terms and conditions shall limit or impair any statutory or any other rights that FLENDER may have.
- 27.5 SUPPLIER shall at its expense, defend, indemnify, and hold harmless FLENDER and its officers, directors, employees, agents, parent, subsidiaries, customers and other affiliates from and against any claim, action, fines, punishment and other requests for compensation made by any third parties arising out of, incident to or in connection with GOODS/SERVICES provided by the SUPPLIER.

28. INSOLVENCY AND BANKRUPTCY

If the SUPPLIER becomes insolvent or bankrupt or makes an arrangement with its creditors or has a receiver appointed or commences to be wound up, FLENDER may, without prejudicial to any of its rights, terminate the CONTRACT forthwith by notice to the SUPPLIER or any person in whom the CONTRACT have become vested.

29. CONFIDENTIALITY AND PUBLICITY

- 29.1 The SUPPLIER undertakes that it and the SUPPLIER's personnel, agents and subcontractors will fully respect the confidentiality of FLENDER's internal business affairs. The SUPPLIER hereby undertakes to treat as confidential all information obtained from FLENDER or communicated to the SUPPLIER pursuant to the CONTRACT (or through discussions or negotiations prior to the CONTRACT being entered into) or acquired in the performance of the CONTRACT, and will not disclose such information to any person (except to its own employees and then only to employees who need to know the same) and will use such information solely in connection with performing its obligations under the CONTRACT and not for its own benefit or for the benefit of any third party, provided that this clause shall not extend to information:
- (1) which is rightfully in possession prior to the commencement of the negotiations resulting in the CONTRACT; or
 - (2) which is already public knowledge or becomes so at a further date (other than as a result of breach of this clause); or

27. 保证和补偿

- 27.1. 供应商保证, 所有在合同项下提供的货物/服务应当: (1) 符合弗兰德的图纸、规格或者其他要求; (2) 材料和设计和工艺良好, 没有缺陷; (3) 是新的 (未使用或翻新), 适销的并适于拟用于的用途。此保证应当在检查、接受和付款后继续有效。不符合上述保证的货物/服务可以在交付给弗兰德后三十六 (36) 个月内的任何时间被拒绝并返还给供应商以修理或替换, 费用由供应商承担。如果供应商未能在合理时间内修理或替换, 弗兰德可以自行决定: (a) 修理或替换不符的货物/服务并由供应商承担费用; (b) 要求降低采购价格; 或者 (c) 终止合同并不承担任何责任。修理和替换本身应当在修理和替换后自交付、重新安装或者通过测试 (如有) (以适用的为准) 之日起三十六 (36) 个月内受上述义务的约束。供应商还应负责对弗兰德遭受的合同的损害赔偿。
- 27.2. 缺陷货物的退货费用和 risk 应由供应商承担。
- 27.3. 如果非因弗兰德原因造成的服务中的缺陷在完成服务后三十六 (36) 个月内出现, 供应商应当修正该等缺陷并不向弗兰德收费。
- 27.4. 上述保证是对法律中明示或默示规定的所有其他保证以及供应商向弗兰德作出的额外范围保证的补充。不论上述规定还是本条款及条件的任何规定均不应限制或损害弗兰德可能享有的任何法定权利或其他权利。
- 27.5. 供应商应当自行承担费用, 就任何第三方提出的产生于、附属于供应商提供的货物/服务的或与该等货物/服务有关的索赔、诉讼、罚款、惩罚和其他赔偿要求进行抗辩、赔偿, 使弗兰德及其管理人员、董事、员工、代理、母公司、子公司、客户和其他关联方免受损害。

28. 无清偿能力和破产

如果供应商失去清偿能力、或者破产、或与其债权人作出任何安排、或者被指定了接收人、或者开始清算, 弗兰德可以立刻通知供应商或者合同的权利受让人终止合同, 而不影响其任何权利。

29. 保密与公开

- 29.1. 供应商承诺, 其自身以及其员工、代理和分包商会充分尊重弗兰德内部业务事宜的保密性。供应商在此承诺对根据合同 (或者, 在合同签署之前的讨论或者协商中) 从弗兰德得到或者传递给供应商的或者在履行合同的过程中得到的所有信息保密, 并不会将该等信息披露给任何人 (但是其自身雇员除外, 限于需要知悉该等信息的雇员) 且仅为与履行其在合同项下的义务有关的目的使用该等信息, 不会为其自身的利益或者任何第三方的利益使用。下述信息除外:
- (1) 在产生合同的协商开始之前已经合法占有的信息; 或者
 - (2) 已经处于公共领域或者后来进入公共领域的信息 (但是因为违反本条款而进入公共领域的除外); 或者

- (3) which is communicated or disclosed to the SUPPLIER by a third party lawfully in possession thereof and entitled so to disclose it.
- 29.2 The SUPPLIER may disclose the confidential information of FLENDER as set out in Clause 29.1 if the SUPPLIER is required to do so by any ruling of a governmental or regulatory authority or court or by mandatory law ("STATUTORY REQUIREMENTS"), provided that written notice of such STATUTORY REQUIREMENTS is given immediately to FLENDER so as to give FLENDER an opportunity to intervene and provided further that the SUPPLIER uses reasonable efforts to obtain assurance that such confidential information will be treated confidentially. Confidential information which is disclosed in such way must be marked "Confidential". Furthermore, the SUPPLIER shall disclose only the minimum confidential information required to be disclosed to comply with the STATUTORY REQUIREMENTS.
- 29.3 The SUPPLIER shall not issue any press release or make any public announcement, or disclosure as to the existence of the CONTRACT or its contents, or any aspect of the business relationship contemplated by the CONTRACT without the prior written consent of FLENDER.
- 30. SETOFF**
- FLENDER shall have the right at all times to set off any amount due or payable to the SUPPLIER under the CONTRACT against any claim or charge FLENDER may have against the SUPPLIER.
- 31. TERMINATION FOR CONVENIENCE**
- 31.1 FLENDER may, at any time, on reasonable notice to the SUPPLIER, terminate a PURCHASE ORDER due to FLENDER's convenience without any cost or liability, save as set forth in Clause 31.2. Upon receipt of such notice of termination, the SUPPLIER shall, unless otherwise specified in such notice, immediately stop all work thereunder or, as the case may be, give prompt written notice to and cause all of its suppliers or subcontractors to cease all related work, and, upon FLENDER's request, return all related materials provided to the SUPPLIER by FLENDER under such PURCHASE ORDER.
- 31.2 FLENDER shall pay to the SUPPLIER the following amounts without duplication: (a) the contract price for all GOODS and/or SERVICES which have been completed in accordance with the PURCHASE ORDER and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by SUPPLIER in furnishing the GOODS and/or SERVICES under the PURCHASE ORDER, provided, however that, within thirty (30) days after receipt of FLENDER's termination notice, the SUPPLIER shall provide FLENDER a comprehensive termination claim, with sufficient supporting documentation and evidence relating to such payment to FLENDER's satisfaction. In no event shall such payment made under this Clause exceed the total price for the GOODS and/or SERVICES terminated.
- 32. MOST FAVORABLE CUSTOMER**
- All of the prices, warranties and benefits provided by the SUPPLIER are comparable or better than the equivalent terms being offered by the SUPPLIER to any present customer. If the SUPPLIER shall, during the term of the CONTRACT, enter into arrangements with any other customer providing greater benefits or more favorable terms, the CONTRACT shall thereupon be deemed amended to provide it to FLENDER.
- 33. APPLICABLE LAW**
- The CONTRACT shall be governed by and construed in accordance with the laws of the PRC. The application of the UN-Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 34. DISPUTE RESOLUTION**
- All claims, differences or disputes arising out of or in connection with the CONTRACT, including any question
- (3) 合法持有并有权披露信息的第三方传递或者披露给供应商的信息。
- 29.2. 若政府或监管机构或法院的规定要求或强行法要求（“法定要求”），供应商可以披露第 29.1 条规定的弗兰德的保密信息，但前提是供应商应立即书面通知弗兰德此等法定要求，以使得弗兰德有机会介入，并且供应商应采取合理的努力得到该保密信息将被以保密方式对待的保证。以此等方式披露的保密信息必须被标记为“保密”。此外，供应商应当在满足法定要求的最小限度内披露保密信息。
- 29.3. 未经弗兰德事先书面同意，供应商不得就合同的存在或其内容，或就合同所预期的商业关系的任何方面，发表任何新闻，或作出任何公开声明或披露。
- 30. 抵销**
- 弗兰德有权在任何时候以弗兰德对供应商的任何索赔或收费抵销在合同项下应向供应商支付的任何到期款项。
- 31. 因便利而终止**
- 31.1. 弗兰德可以随时向供应商发出合理的通知因自身便利而终止采购订单，且除第 31.2 条的规定外，弗兰德不对供应商承担任何费用或责任。在收到终止通知后，除非在该等通知中另有规定，供应商应立即停止该采购订单下的所有工作，或根据具体情况，立即通知并使其所有供应商或分包商停止相关工作。同时，供应商应按弗兰德要求返还弗兰德已按该等采购订单向其提供的所有相关材料。
- 31.2. 弗兰德应向供应商支付下列尚未支付的费用：（a）已按照采购订单完成但尚未支付的所有货物和/或服务的合同价款；和（b）供应商为提供采购订单下货物和/或服务而发生的半成品和原材料的实际费用。但前提是，供应商在收到弗兰德的终止通知之日起的三十（30）天内，应向弗兰德提交一份详细的终止补偿申请单，并附上令弗兰德满意的与上述款项有关的充分证明材料。无论在何种情况下，弗兰德根据本条支付的款项均不应超过终止的货物和/或服务的合同总价。
- 32. 最优惠客户待遇**
- 供应商提供的所有价格、保证和优惠与供应商向任何现有客户提供的相应条件是相当的或更优的。若供应商在合同期限内与任何其它客户达成安排提供了更大的优惠或更优惠的条件，合同应被视为已经修订以向弗兰德提供该等优惠。
- 33. 适用法律**
- 合同应适用中国法律并依照该等法律进行解释。合同不适用《联合国国际货物销售合同公约》（CISG）。
- 34. 争议解决**
- 因合同产生的或者与其相关的所有请求、分歧或争议，包括关于合同存在、效力、终止或履行，或者与合同履行安排有

regarding its existence, validity, termination or its performance, or in connection with arrangements regarding the performance of the CONTRACT ("DISPUTE") shall be settled by an amicable settlement between the PARTIES. An attempt to arrive at an amicable settlement shall be deemed to have failed as soon as one PARTY so notifies the other PARTY in writing.

If amicable settlement has failed, the DISPUTE shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) and be arbitrated by three (3) arbitrators.

The PARTIES agree that arbitrators who are not on CIETAC's panel may be appointed as co-arbitrators or as presiding arbitrator.

- 34.1 If there are two or more respondents, any appointment of an arbitrator by or on behalf of such respondents shall be by joint agreement between these respondents. If such respondents fail within the time-limit specified by CIETAC Arbitration Rules to agree on such joint appointment, the proceedings against each of them must be separated.

The seat of arbitration shall be Beijing. The language of arbitration shall be Chinese. The arbitration award shall be final and binding upon the PARTIES.

The arbitration award shall be substantiated in writing including any dissenting opinion. The arbitration tribunal shall also decide on the matter of costs of the arbitration and on the allocation of expenditure among the respective PARTIES.

35. RESERVATION CLAUSE

FLENDER shall not be obligated to fulfill the CONTRACT if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

36. MISCELLANEOUS

- 36.1 No amendment to the CONTRACT or the supply of GOODS or SERVICES shall be of effect unless agreed in writing by both PARTIES.

- 36.2 Failure of FLENDER to enforce compliance with any term or condition of the CONTRACT shall not constitute a waiver of such term or condition.

- 36.3 If any provision of the CONTRACT is determined invalid or unlawful or unenforceable to any extent such provision shall be severed from the body of the CONTRACT and the remaining thereof shall continue to be valid and enforceable to the fullest extent permitted by law.

- 36.4 If individual provisions of the CONTRACT are or become ineffective, this shall not affect other provisions. The PARTIES shall amicably attempt to agree on new provisions of equal economic effect to the ineffective provisions they replace.

- 36.5 The CONTRACT and its attachments constitute the entire agreement between the PARTIES concerning the subject matter hereof, and supersede all prior agreements.

- 36.6 The CONTRACT is executed in English and in Chinese and both versions shall be equally authentic and valid. In case of any discrepancies or conflicts between the two versions, the English version shall prevail.

37. CORPORATE RESPONSIBILITY IN THE SUPPLY CHAIN

- 37.1 The SUPPLIER shall comply with the principles and requirements of the 'Code of Conduct for Flender Suppliers and Third Party Intermediaries' attached hereto as Appendix ("CODE OF CONDUCT").

- 37.2 If requested by FLENDER, the SUPPLIER shall not more than once a year either – at its option – provide FLENDER with (i) a written self-assessment in the form provided by FLENDER, or (ii) a written report approved by FLENDER describing the actions taken or to be taken by the SUPPLIER to assure compliance with the CODE OF CONDUCT.

- 37.3 FLENDER and its authorized agents and representatives

关的任何问题（“争议”），应由双方友好解决。如果一方书面通知另一方友好解决的努力已经失败，该努力应被视为已经失败。

如果友好解决失败，争议应提交中国国际经济贸易仲裁委员会（CIETAC）由三（3）名仲裁员仲裁解决。

双方同意，不在 CIETAC 仲裁员名单上的仲裁员可以被指定为仲裁员或首席仲裁员。

如果有两个或两个以上的被申请人，则应由他们或他们的代表就该方的一名仲裁员的指定达成一致意见。如果被申请人在 CIETAC 仲裁规则指定的期限内就共同指定未能达成协议，则对他们应分别进行各自的程序。

仲裁地为北京。仲裁语言为中文。仲裁裁决是终局的并对双方具有约束力。

包括反对意见在内的仲裁裁决应以书面作出。仲裁庭应就仲裁费用及其在各方的分配作出裁决。

35. 保留条款

如弗兰德因遵守国内、国际外贸规定或海关规定或任何禁运、制裁规定而无法履行合同，则弗兰德不再承担履行合同的义务。

36. 其它

- 36.1 除非经双方书面同意，否则对合同或货物或服务的提供的任何修改没有效力。

- 36.2 弗兰德未能强制要求遵守合同的任何条款或条件不构成对该等条款或条件的放弃。

- 36.3 若合同的任何条款在任何程度上被认定为无效、违法或不能强制执行，应将该等条款从合同主体中分离，合同的其余条款应在法律允许的最大范围内继续有效和可执行。

- 36.4 如合同中的个别条款失效，将不影响其他条款。双方应友好协商达成具有同等经济效果的条款以取代失效的条款。

- 36.5 合同及其附件构成双方关于合同标的物的完整合同，并应取代所有先前的协议。

- 36.6 合同以英文和中文书就，两种文本同样真实有效。如果两种文本不一致或相互冲突，应以英文文本为准。

37. 供应链中的公司责任

- 37.1 供应商应遵守本条款及条件之附录“弗兰德供应商及第三方中间人行为准则”（“行为准则”）的原则和要求。

- 37.2 应弗兰德的要求，供应商应，一年不超过一次，按其选择向弗兰德提供 (i) 一份按弗兰德提供的形式填写的书面自我评估，或 (ii) 一份经弗兰德核准的、描述供应商为确保遵守行为准则已经采取或将要采取的行动的书面报告。

- 37.3 弗兰德和其授权代理和代表及/或弗兰德指定并能被供应商

and/or a third party appointed by FLENDER and reasonably acceptable to the SUPPLIER, shall be entitled (but not obliged) to conduct – also at the SUPPLIER’s premises – inspections in order to verify the SUPPLIER’s compliance with the CODE OF CONDUCT.

37.4 Any inspection may only be conducted upon prior written notice of FLENDER, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with the SUPPLIER’s business activities nor violate any of the SUPPLIER’s confidentiality agreements with third parties. The SUPPLIER shall reasonably cooperate in any inspections conducted. Each PARTY shall bear its expenses in connection with such inspection.

37.5 In addition to any other rights and remedies FLENDER may have, in the event of (i) the SUPPLIER’s material or repeated failure to comply with the CODE OF CONDUCT or (ii) the SUPPLIER’s denial of FLENDER’s right of inspection as provided for in Clause 37.3 above, after providing the SUPPLIER reasonable notice and a reasonable opportunity to remedy, FLENDER may terminate the CONTRACT and/or any PURCHASE ORDER issued thereunder without any liability whatsoever.

37.6 Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with the CODE OF CONDUCT’s environmental protection requirements. The notice and opportunity to remedy provision shall not apply to violations of requirements and principles regarding of the child labor as set out in the CODE OF CONDUCT or willful failures to comply with the CODE OF CONDUCT’s environmental protection requirements.

38. EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS

38.1 The SUPPLIER shall comply with applicable export control, customs and foreign trade regulations. The SUPPLIER shall advise FLENDER in writing within two weeks of receipt of the order – and in case of any changes without undue delay – of any information and data required by FLENDER to comply with all foreign trade regulations in case of export and import as well as re-export, including without limitation:

- (1) All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
- (2) The statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- (3) The country of origin (non-preferential origin); and – upon request of FLENDER – the SUPPLIER’s declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

38.2 The SUPPLIER shall be liable for any expenses and/or damage incurred by FLENDER due to any breach of the obligations according to Clause 38.1, unless the SUPPLIER is not responsible for such breach.

39. SAFETY REQUIREMENTS

The SUPPLIER shall read the following safety requirements, and promise to comply with them during the execution of the CONTRACT. They shall be implemented without compromises.

- (1) The SUPPLIER shall set up a safety management system covering manufacturing activities caused by or cohesive to the CONTRACT.
- (2) The SUPPLIER shall provide safe working conditions that are required by Safety Production Law of PRC and applicable laws, regulations, national safety standards or ones of a certain industry.
- (3) The SUPPLIER shall describe the specific actions, programs and procedures that will be implemented to manage risks associated with manufacturing caused by

合理接受的第三方，应有权（但无义务）在供应商的场所以内进行检查，以核实供应商对行为准则的遵守情况。

任何检查都只能在弗兰德事先发出书面通知后，在正常的工作时间内按照适用的数据保护法律进行。检查不得合理地妨碍供应商的经营活动或违反供应商与第三方之间的保密协议。供应商应合理配合任何此类检查。每一方应自担上述检查所涉的费用。

37.4. 如果

- (i) 供应商严重或多次不遵守行为准则；或
- (ii) 供应商否认弗兰德在以上第 37.3 条中规定的检查权利，

在弗兰德给供应商提供合理的通知和一次合理的补救机会之后，除弗兰德可能享有的其他权利和救济外，弗兰德还可以终止合同和/或任何根据其发出的采购订单，且无须对供应商承担责任。

严重不遵守行为准则包括，但不仅限于，使用童工，腐败和贿赂，和不遵守行为准则的环保要求。通知及补救机会的规定不适用于违反行为准则中有关童工的原则和要求以及故意不遵守行为准则中的环保要求的情形。

38. 出口控制和外贸数据规定

38.1. 供应商应遵照所有适用的出口控制，海关和外贸的法规。供应商应在收讫订单的两周内（且在信息有任何变化时无不当延迟地），书面向弗兰德提供弗兰德所要求的任何信息和数据，以便弗兰德在出口，进口及再出口时遵循所有对外贸易法规，包括但不限于：

- (1) 所有适用的出口编码，包括美国商业控制清单的“出口控制分类编码（ECCN）”；和
- (2) 海关协调机制编码（十位 HS 编码）；和
- (3) 原产国（非优惠原产地）；和应弗兰德要求，提供供应商的优惠原产地声明（适用于欧洲供应商）或者优惠原产地证书（适用于非欧洲供应商）。

38.2. 供应商应承担弗兰德因供应商违反第 38.1 条项下的义务而遭受的任何费用和/或损害，除非供应商不应对此违约行为负责。

39. 安全要求

供应商应阅读下列安全要求，并承诺在合同执行过程中严格遵守下述规定。

- (1) 供应商应建立安全生产管理体系，要求体系覆盖合同执行过程中的制造活动；
- (2) 供应商应提供符合《中华人民共和国安全生产法》和有关适用的法律、法规和国家标准或者行业标准规定的安全生产条件；
- (3) 供应商应制定和执行相应的安全规章、制度和操作规程，以管理与合同有关的制造过程中的风险；

or cohesive to the CONTRACT.

- (4) The SUPPLIER shall ensure that any person admitted to the Site by SUPPLIER shall comply with the relevant safety procedures.
 - (5) The SUPPLIER shall regularly do the safety inspection of manufacturing and rectify the nonconformities in time so as to reduce the risk of potential hazards as low as reasonably practical.
 - (6) The SUPPLIER shall provide, as a minimum, safety training for the SUPPLIER's personnel to ensure necessary safety knowledge met.
 - (7) In the event that the SUPPLIER has failed to comply with applicable safety laws, regulations, standards, or other CONTRACT safety requirements, a safety default notice will be issued to the SUPPLIER by FLENDER. This notice is a written notification detailing specific aspects of the non-compliant areas for the SUPPLIER to rectify.
 - (8) Repeated failure by the SUPPLIER to comply with the CONTRACT safety obligations will entitle FLENDER to withhold or even partly deduct the payment.
- (4) 供应商应确保其批准进入现场的任何人员遵守相应的安全规程；
 - (5) 供应商应定期对制造过程进行安全检查，及时消除事故隐患，将风险降低到尽可能低的合理水平；
 - (6) 作为最低限度，供应商应对其从业人员进行安全生产教育和培训，保证从业人员具备必要的安全生产知识；
 - (7) 如果供应商没有遵守适用的安全法律、法规、标准，或者合同规定的其它安全要求，弗兰德将以书面的形式详细列出供应商的违规行为，通知其整改；
 - (8) 如果供应商反复违反合同规定的安全要求，弗兰德将有权暂不付款，甚至扣除部分款项。

40. SECURITY IN THE SUPPLY CHAIN

- 40.1 The SUPPLIER shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, CTPAT). The SUPPLIER shall protect the goods and services provided to FLENDER or provided to third parties designated by FLENDER against unauthorized access and manipulation. The SUPPLIER shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.
- 40.2 In addition to other rights and remedies FLENDER may have, FLENDER may terminate the CONTRACT and/or any PURCHASE ORDER issued thereunder in case of breach of these obligations by the SUPPLIER. However, provided that the SUPPLIER's breach of CONTRACT is capable of remedy, FLENDER's right to terminate is subject to the proviso that such breach has not been remedied by the SUPPLIER within a reasonable grace period set by FLENDER.

41. ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE, DANGEROUS GOODS

- 41.1 Should the SUPPLIER deliver legally permissible GOODS, which are, however, subject to statutorily-imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), the SUPPLIER shall declare such substances in the web database BOMcheck (www.BOMcheck.com) or in a reasonable format provided by FLENDER no later than the date of first delivery of GOODS. The foregoing shall only apply with respect to laws which are applicable at the registered seat of the SUPPLIER or FLENDER or at the designated place requested by FLENDER.
- 41.2 Further more, the SUPPLIER shall also declare all substances which are set out in the so-called "FLENDER list of declarable Substances" applicable at the time of delivery in the manner described above.
- 41.3 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the SUPPLIER will inform FLENDER in a form agreed upon between the SUPPLIER and FLENDER, but in no case later than the date of order confirmation.

40. 供应链的安全性

- 40.1 供应商应当按照基于 WCO SAFE 框架标准（例如，AEO, C-TPAT）制定的为国际公认的相关倡议的要求，采取必要组织指令和措施，尤其在场所安全、包装和运输、商业伙伴、人员和信息安全方面来保证供应链的安全性。供应商应当保证，向弗兰德或弗兰德指定的第三方提供的货物或服务不受未经授权的接触和操纵。供应商应为此类货物和服务配置可靠的人员，并要求任何分供应商采取同等的安全措施。
- 40.2 若供应商违反上述义务，除了可能拥有的其他权利和救济，弗兰德有权终止合同和/或据此发出的任何采购订单。但是，若供应商的违约行为可予以补救，则仅当供应商没有在弗兰德规定的合理宽限期内对其违约行为进行补救的情况下，弗兰德才能够行使该项终止权。

41. 环境保护，申报义务，危险货物

- 41.1 若供应商交付的货物可合法销售，但受限于有关物质限制及/或信息要求的强制性规定（例如，《化学品注册、评估、许可和限制》（REACH），《危害性物质限制指令》（RoHS）），供应商应在不迟于首次交付货物之日通过网络数据库 BOMcheck (www.BOMcheck.com) 或以弗兰德提供的合理形式报告该等物质。前述规定仅当供应商或弗兰德的注册地，或弗兰德指定的目的地的法律作此要求时适用。
- 41.2 进一步地，若任何物质符合在交付时适用的所谓“弗兰德申报物质名单”，供应商亦应对所有该等物质按照上述方式申报。
- 41.3 若根据国际规定，所交付的货物被分类为危险品，供货商应在不迟于确认订单时以供应商和弗兰德约定的形式告知弗兰德。

42. OTHERS¹

For the provision of GOODS and SERVICES under the CONTRACT, the SUPPLIER shall only use employees who are not listed in the relevant German, European and US-American sanctions lists based on foreign trade legislation.

These lists include, but are not limited to, the US Denied Persons List (DPL), the US Warning List, the US Entity List, the US Specially Designated Nationals List, the US Specially Designated Terrorists List, the US Foreign Terrorist Organizations List, the US Specially Designated Global Terrorists List and the EU's Terrorist List.

43. CYBER SECURITY AND DATA PROTECTION

43.1 The PARTIES shall comply with all applicable laws relating to cyber security and protection of personal information, including but not limited to the Cyber Security Law of the People's Republic of China and its implementing regulations ("CYBER SECURITY LAWS AND REGULATIONS").

43.2 The applicable laws, in particular the CYBER SECURITY LAWS AND REGULATIONS shall be referred to in the interpretation of this Cyber Security and Data Protection clause e.g. with regard to the definition and scope of personal information, important data, network product, network service as well as data cross-border transfer,

43.3 The SUPPLIER shall fully indemnify FLENDER and hold FLENDER harmless from any claims, penalties or damages incurred due to the SUPPLIER's failure to comply with this Cyber Security and Data Protection clause.

43.4 Supply of the Network Products and/or Network Services

This Clause 43.2 shall apply if and to the extent the SUPPLIER supplies network products and/or network services under the CONTRACT.

(1) The SUPPLIER represents and warrants that either i. the network products and/or network services it supplies have no data collection function; or ii. if the network products and/or network services it supplies have the function of collecting data, the SUPPLIER has by a written notice informed FLENDER of such data collection function and the scope of the data that will be collected. For the purpose of this Clause, data includes but not limited to personal information, operation data, business information etc.

(2) Without prejudice to other obligations of the SUPPLIER hereunder, when supplying network products and/or network services, the SUPPLIER shall comply with the following requirements:

a. The network products and/or network services supplied by the SUPPLIER shall meet the national and/or industrial standards of the PRC, if any, and shall comply with all certification and/or inspection requirements if and to the extent applicable. The SUPPLIER shall not set any malicious program in the network products and/or network services it supplies.

b. The SUPPLIER shall without undue delay inform FLENDER of any vulnerability and/or defect in the network products and/or network services it supplies and shall take actions to remedy such vulnerabilities and/or defects immediately at its own costs. Such notification and remediation obligations shall survive the expiration of the warranty period and shall exist until FLENDER notifies the SUPPLIER in writing that no such notification or remediation is needed anymore.

c. The SUPPLIER shall within the warranty period or any other longer period agreed between the PARTIES or required by applicable laws provide

42. 其他

供应商只能雇用未在基于外贸法规制定的德国、欧盟和美国的相关制裁清单上的人员提供合同下的货物和服务。

这些清单包括但不限于：美国拒绝往来名单（DPL）、美国警告名单、美国实体名单、美国特定国民名单、美国特定恐怖分子名单、美国外国恐怖组织名单、美国特定全球恐怖分子名单和欧盟的恐怖分子名单。

43. 网络安全与数据保护

43.1. 双方均应遵守所有与网络安全及个人信息保护相关的适用法律，包括但不限于中华人民共和国网络安全法及其实施规定（“网络安全法律法规”）。

43.2. 在解释本网络安全与数据保护条款，例如，关于个人信息、重要数据、网络产品、网络服务，以及跨境数据转移的定义和范围时，应参照适用法律，特别是网络安全法律法规。

43.3. 供应商应就其未能遵守本网络安全与数据保护条款而产生的任何索赔、罚款或损害，充分补偿弗兰德，并使弗兰德免受损害。

43.4. 网络产品和/或网络服务的提供

如果并且在供应商在合同下提供网络产品和/或网络服务的范围内，本第 43.2 条应适用。

(1) 供应商陈述并保证，或者 i) 其所提供的网络产品和/或网络服务没有数据收集功能，或者 ii) 如果其提供的网络产品和/或网络服务具有数据收集功能，则供应商已经通过书面文件通知弗兰德该数据收集功能，以及所收集的数据的范围。为本条款的目的，数据应包括但不限于个人信息、运营数据、商业信息等。

(2) 在不影响供应商在合同下的其他义务的前提下，当供应商提供网络产品和/或网络服务时，应遵守下述义务：

a. 供应商所提供的网络产品和/或网络服务应当符合中国国家和/或行业标准（如有），并且若适用并在适用的范围内，应符合所有认证和/或检测要求。供应商不得在其提供的网络产品和/或网络服务中设置恶意程序。

b. 供应商应当无不正当延迟地告知弗兰德其所提供的网络产品和/或网络服务存在的任何漏洞和/或缺陷，并且应立即自行承担费用采取措施对该漏洞和/或缺陷进行补救。该通知和补救义务在质保期结束后仍然有效，直到弗兰德书面通知供应商此等通知或补救已无必要。

c. 供应商应当在质保期内或双方约定的其他更长期间内，或是适用法律规定的期间内，为其提供的

¹ This clause only applies to the cases where the SUPPLIER will deploy their own or external employees at Flender's sites. 本条款仅在供应商将安排其自身或外部员工在弗兰德场所工作的情形下方适用。

security maintenance services for the network products and/or network services it supplies free of charge.

网络产品和/或服务提供免费的的安全维护服务。

43.5 Security Review

43.5. 安全审查

43.6 If the products and/or services of FLENDER and/or FLENDER's customer are subject to security review under applicable laws, including but not limited to CYBER SECURITY LAWS AND REGULATIONS, and if such security review is pertinent to the GOODS and/or SERVICES supplied by the SUPPLIER under the CONTRACT, FLENDER, FLENDER's customer or a third party appointed by FLENDER or FLENDER's customer shall be entitled to conduct inspections and security review over the GOODS and/or SERVICES supplied by the SUPPLIER, the components thereof, the SUPPLIER's sub-suppliers in the supply chain of the GOODS and/or SERVICES as well as the SUPPLIER, in order to verify whether the GOODS and/or SERVICES are secure and controllable. The inspection and security review may be conducted through lab testing, onsite inspection, online monitoring, and background check etc. The SUPPLIER shall fully cooperate in such inspection and security review at its own costs. The SUPPLIER shall ensure its sub-suppliers in the supply chain of the GOODS and/or SERVICES it supplies fully cooperate in the said inspection and security review without incurring any additional costs to FLENDER or FLENDER's customers.

如果根据适用法律，包括但不限于网络安全法律法规，弗兰德和/或弗兰德客户的产品和/或服务应接受安全审查，并且该安全审查与供应商在合同下提供的货物和/或服务有关，弗兰德、弗兰德的客户或由弗兰德或弗兰德的客户所指定的第三方，应有权就供应商提供的货物和/或服务、该货物和/或服务的组成部分、该等货物和/或服务供应链上的次级供应商以及供应商进行检查和安全审查，以核实该货物和/或服务是否安全和可控。该检查和安全审查可能通过实验室检测、现场检查、在线监测以及背景调查等方式进行。供应商应当充分配合该等检查和安全审查，并且自行承担相关费用。供应商应当确保其货物和/或服务供应链上的次级供应商充分配合该等检查和安全审查，并且不应给弗兰德及弗兰德客户造成额外费用。

43.7 Data Security and Data Protection

43.6. 数据安全和数据保护

- (1) The SUPPLIER shall inform FLENDER by a written notice whenever the SUPPLIER provides FLENDER with or gives FLENDER access to personal information (e.g. personal information of the SUPPLIER's employees) and/or important data, so as to enable FLENDER to deal with such data in a way in compliance with the applicable laws.

- (1) 每当供应商向弗兰德提供或使弗兰德可以接触到个人信息（例如供应商雇员的个人信息）和/或重要数据时，供应商应当以书面形式告知弗兰德，以使弗兰德可以以符合适用法律的方式处理该等数据。

When providing FLENDER with or giving FLENDER access to personal information and/or important data, the SUPPLIER is obliged to create the prerequisites required by applicable laws, so that FLENDER may, for the purposes of performing the CONTRACT and/or other reasonable purposes relating to the CONTRACT (e.g. project management, supplier management, etc.), collect, use, process, transfer to third parties, or transfer abroad the personal information and/or important data without any violation of the applicable laws. The SUPPLIER shall keep written proof for its fulfilment of the said obligations, and make the written proof available to FLENDER for review upon request.

当供应商向弗兰德提供或使弗兰德可以接触到个人信息和/或重要数据时，供应商有义务创设适用法律所要求的先决条件，以使弗兰德可以为履行合同之目的和/或其他与合同相关的合理目的（例如项目管理、供应商管理等）收集、使用、处理、转移给第三方、或者是向境外转移此等个人信息和/或重要数据，而不违反适用法律。供应商应当保留其完成上述义务的书面证据，并且若弗兰德要求，应将该等书面证据提交给弗兰德审阅。

The above two paragraphs shall apply no matter the provision of or access to data are made upon the request of FLENDER, or are initiated by the SUPPLIER.

无论是供应商应弗兰德要求向弗兰德提供或使弗兰德接触到数据，或是供应商主动提供给弗兰德或使弗兰德接触到数据，上述两段条款都同样适用。

- (2) The SUPPLIER shall deal with all important data and personal information received from FLENDER or its affiliates or otherwise become accessible to the SUPPLIER in accordance with the applicable laws, and shall use all such data for the sole purpose of performing the CONTRACT. Any further statutory or contractual confidentiality obligations remain unaffected.
- (3) The SUPPLIER shall notify FLENDER immediately of any complaints of data subjects, objections or requests of a competent supervisory authority, breaches of this clause or provisions of statutory law or in case of a reasonable suspicion of such complaints, requests or violations. The SUPPLIER shall take remediation actions and measures immediately and shall inform FLENDER of the remediation actions and measures that are taken without undue delay.

- (2) 供应商应按照适用法律的规定处理所有其从弗兰德或其关联企业收到的，或其通过其他方式接触到的重要数据和个人信息，并且仅能将所有该等数据用于履行合同的目的。任何进一步的法定或合同约定的保密义务均不受影响。
- (3) 供应商应将数据主体的任何投诉、主管监督机构的反对或要求、对本条款或法律条款的违反、或对上述投诉、要求或违反的合理怀疑立即告知弗兰德。供应商应当立即采取补救行为和措施，并且应无不当延迟地通知弗兰德其采取的补救行为和措施。

43.8

Appendix 附录:

Code of Conduct for Flender Suppliers and Third Party Intermediaries

弗兰德供应商及第三方中间人行为准则

This Code of Conduct defines the basic requirements placed on Flender's suppliers and third party intermediaries concerning their responsibilities towards their stakeholders and the environment. Flender reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Flender Compliance Program. In such event Flender expects the supplier to accept such reasonable changes.

本行为准则规定了有关弗兰德产品及服务供应商及第三方中间人应对其利益相关人以及环境承担的责任的基本要求。弗兰德保留根据弗兰德合规项目的变化而对本行为准则基本要求进行合理修改的权利。在此情形下，弗兰德期望供应商接受这些合理变更。

The supplier and/or third party intermediary declares herewith:

供应商和/或第三方中间人在此声明:

- **Legal compliance**

- 遵守法律**

- to comply with the laws of the applicable legal systems.

- 遵守适用法律体系中的一切法律。

- **Prohibition of corruption and bribery**

- 禁止贪污和贿赂**

- to tolerate no form of and not to engage directly or indirectly in any form of corruption or bribery and not to grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage.

- 不容忍任何形式的直接或间接的贪污贿赂行为，不以影响官方行为或获取不当利益为目的，向政府官员或私营领域的交易对方授予、提供或承诺任何有价值物。

- **Fair competition, anti-trust laws and intellectual property rights**

- 公平竞争，反垄断法和知识产权**

- to act in accordance with national and international competition laws and not to participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors;

- 依照国家和国际通用的竞争法行事，不参与限定价格、划分市场或客户、分割市场或与竞争对手操纵投标等活动；

- to respect the intellectual property rights of others.

- 尊重他人的知识产权。

- **Conflicts of interest**

- 利益冲突**

- to avoid all conflicts of interest that may adversely influence business relationships.

- 避免所有可能会给业务关系带来不利影响的利益冲突的情况。

- **Respect for the basic human rights of employees**

- 尊重员工的基本人权**

- to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;

- 为员工提供平等的机会和待遇，而不论其肤色、种族、国籍、社会背景、是否残疾、性取向、政治或宗教信仰、性别或年龄如何；

- to respect the personal dignity, privacy and rights of each individual;

- 尊重员工的人格尊严、隐私及各项个人权利；

- to refuse to employ or make anyone work against his will;

- 拒绝违背员工意愿雇用或安排其工作；

- to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
拒绝容忍以任何无法接受的方式对待员工，例如：精神虐待、性骚扰或性别歧视；
- to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
禁止性别的、强迫性、威胁性、污秽的或剥削性的手势、语言和身体接触等行为；
- to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
提供公平的报酬，并保证符合国家法定最低工资标准；
- to comply with the maximum number of working hours laid down in the applicable laws;
遵守法律所规定的最长工作时间的要求；
- to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
认可员工依法自由结社的权利；不偏袒也不歧视员工组织或工会的成员。
- **Prohibition of child labor**
禁止雇用童工
 - to employ no workers under the age of 16 or, in those countries subject to the developing country exception of the ILO Convention 138, to employ no workers under the age of 14.
不雇用未满十六（16）周岁的童工；或者在不违背 ILO 公约第 138 条规定的发展中国家例外的前提下，在这些国家不雇用未满十四（14）周岁的童工。
- **Health and safety of employees**
员工健康与安全
 - to take responsibility for the health and safety of its employees;
对员工的健康与安全负责；
 - to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
控制危险，并采取最为合理的、可能的预防措施以防止事故及职业病的发生；
 - to provide training and ensure that employees are educated in health and safety issues;
提供培训并确保员工受到健康与安全问题的教育；
 - to set up or use a reasonable occupational health & safety management system¹⁾.
建立或采用合理的职业健康及安全管理体系¹⁾。
- **Environmental protection**
环境保护
 - to act in accordance with the applicable statutory and international standards regarding environmental protection;
按照适用的环境保护法定标准和国际标准行事；
 - to minimize environmental pollution and make continuous improvements in environmental protection;
将环境污染减至最小，在环境保护方面取得持续改善；
 - to set up or use a reasonable environmental management system¹⁾.
建立或采用合理的环境管理体系¹⁾。
- **Supply chain**
供应链
 - to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
尽合理努力促使次级供应商亦遵守本行为准则；
 - to comply with the principles of non discrimination with regard to supplier selection and treatment.
在选择及对待供应商方面，遵守非歧视原则。

- **Conflict Minerals**

冲突矿产

- to take reasonable efforts to avoid in its products the use of raw materials which directly or indirectly finance armed groups who violate human rights.
尽合理努力避免在产品中使用其销售所得直接或间接地用于资助侵犯人权的武装组织的原材料。

¹⁾ For further information see www.Flender.com/procurement/cr/code-of-conduct
更多信息请见网站 www.Flender.com/procurement/cr/code-of-conduct

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