



**GENERAL TERMS AND CONDITIONS OF SALE**  
**通用销售条款与条件**  
**THALES DIS (SHANGHAI) CO., LTD.**  
**上海泰雷兹智能卡技术有限公司**

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## 1. DEFINITIONS / 定义

The following terms as used in the singular or plural in these General Terms and Conditions of Sale (hereinafter, the "GTCS"), shall mean:

本通用销售条款与条件（以下简称“本条款与条件”）内使用的以下单数或复数用语的涵义如下：

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Affiliate(s)":<br>“关联方”：                  | <p>any company directly or indirectly controlled by the Seller, which directly or indirectly controls the Seller, or which is directly or indirectly controlled by a company directly or indirectly controlling the Seller. For the purpose of this definition, “control” means the direct or indirect possession of at least half (50%) of the voting securities of any company or the power to direct or influence the direction of the management or policies of a legal entity through the ownership of voting securities or voting interest or otherwise.</p> <p>卖方直接或间接控制的任何公司，这些公司直接或间接控制卖方，或被直接或间接控制卖方的一家或几家直接或间接控制。在该定义中，“控制”是指直接或间接持有任何公司至少50%的有表决权证券，或通过拥有有表决权证券或表决权益或通过其他方式，有权主导某法律实体的管理或决策或能够影响该主导权。</p>                                                                                    |
| "Buyer":<br>“买方”：                          | <p>any person, company, public or private entity, who purchases Product(s), Software(s) and/or Service(s) provided by the Seller.</p> <p>购买卖方提供的产品、软件和/或服务的任何人、公司、公共或私人实体。</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Data":<br>“数据”：                           | <p>any digital representation of acts, facts or information and any compilation of such acts, facts or information, including in the form of sound, visual or audiovisual recordings. Data may include, but is not limited to:</p> <p>关于行为、事实或信息以及汇集该等行为、事实或信息的任何数字表现，包括声音、视频或视听记录的形式。数据包括但不限于：</p> <ul style="list-style-type: none"><li>- personal data of the end-users of the Products, Software and/or Services, made available to the Seller by the Buyer (hereinafter referred to as “Personal Data”);</li><li>- 买方向卖方提供的产品、软件和/或服务的终端用户的个人数据（以下简称“个人数据”）；</li><li>- operational and technical performance data used and/or generated for the execution of the Order, such as logs (hereinafter referred to as “Performance Data”).</li><li>- 因履行订单而使用和/或产生的运行及技术性能数据，例如日志（以下简称“性能数据”）。</li></ul> |
| "Documentation":<br>“文档”：                  | <p>the technical and/or commercial documents and user manuals associated with the Product(s), Software(s) and/or Service(s) to be delivered by the Seller to the Buyer hereunder.</p> <p>本条款与条件中卖方向买方交付的产品、软件和/或服务相关的技术和/或商业文件及用户指南。</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| "Intellectual Property Rights":<br>“知识产权”： | <p>all registered intellectual property rights (such as patents, trademarks) and all unregistered intellectual property rights granted by law (such as but not limited to copyright, design rights, data base rights, topography rights) and any information, Documentation (such as design and manufacturing data package), Data, specific tools (such as Data process), blueprints, plans, diagrams, models, formulae and specifications, know-how and trade secrets.</p> <p>全部已注册的知识产权（例如专利、商标）以及依法授予的全部未注册的知识产权（例如但不限于版权、外观设计权、数据库权利、拓扑图）以及任何信息、文档（例如外观设计及生产数据包）、数据、特定工具（例如数据流程）、蓝图、平面图、图表、模型、配方及规范、技术诀窍及商业秘密。</p>                                                                                                                                                                                   |
| "Offer":<br>“报价单”：                         | <p>all documents (and any amendments thereto) including without limitation commercial, technical and/or financial documents sent by the Seller to the Buyer together with the GTCS.</p> <p>卖方连同本条款与条件一并发送给买方的全部文件（及其任何修订），包括但不限于商业、技术和/或财务文件。</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| "Open Source Software":<br>“开源软件”：         | <p>a software program that is subject to an open source license i.e. to any license which terms (i) create, or purport to create, obligations of the user with respect to the user's software programs or any derivative work thereof; or (ii) grant, or purport to grant, to any third party any rights to or immunities under the user's intellectual property or proprietary rights in the user's software programs or any derivative work thereof. Open Source License include, without limitation, the GNU General Public License.</p> <p>受约于开源许可证的软件程序，即包含下列条款的许可证：（i）关于用户的软件程序或其任何衍生作品，创设或意图创设用户的义务；或（ii）关于用户软件程序或其任何衍生作品内的用户知识产权或专有权，向任何第三方授予该用户知识产权或专有权项下的任何权利或豁免权。开源许可证包括但不限于GNU通用公共许可证。</p>                                                                                                   |

|                          |                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Order":<br>“订单”：        | any order (including attachments) issued by the Buyer under the Offer, if any Offer, for the purchase of Product(s), Software(s) and/or Service(s), which has been expressly accepted by a duly authorized representative of the Seller, with or without reservation.<br>买方基于报价单（如有）发出的购买产品、软件和/或服务的任何订单（包括附件），且已由卖方的正式授权代表明确接受（包括有保留或无保留接受）。                                     |
| "Party/ies":<br>“一方/双方”： | depending on the context, either the Buyer or the Seller or the Buyer and the Seller.<br>根据文意，是指买方或卖方，或者买方和卖方。                                                                                                                                                                                                                                                                    |
| "Product":<br>“产品”：      | the product (including Software embedded in the product) and associated Documentation, which is the subject hereof.<br>作为本条款与条件标的之产品（包括产品的内嵌软件）及相关文档。                                                                                                                                                                                                                             |
| "Seller":<br>“卖方”：       | Thales DIS (Shanghai) Co., Ltd, a company organized and existing under the laws of the People's Republic of China whose registered office is located at Building 2, No 399, JianYun Road, Zhoupu Town, Pudong New District, Shanghai, China registered under number 91310115607420212L.<br>上海泰雷兹智能卡技术有限公司，一家根据中华人民共和国法律成立且存续的公司，注册地址为中国上海市浦东新区周浦镇建韵路399号2栋，注册号91310115607420212L。 |
| "Service":<br>“服务”：      | the services associated with the Product/Software, subject hereof.<br>与本条款与条件标的之产品/软件相关的服务。                                                                                                                                                                                                                                                                                       |
| "Software":<br>“软件”：     | any computer program, whether or not incorporated into the Product, which is the subject hereof.<br>任何电脑程序，无论是否纳入本条款与条件标的之产品之内。                                                                                                                                                                                                                                                   |
| "T0":<br>“起始日”：          | the start date of the delivery schedule for the Product/Software/Documentation and/or the performance schedule for the Services, as defined in the Offer or in the Order accepted by the Seller.<br>在报价单或卖方接受的订单内明确的产品/软件/文档交付时间表和/或服务履行时间表的起始日期。                                                                                                                                 |

## 2. CONTRACTUAL DOCUMENTS / 合同文件

### 2.1 Offer / 报价单

The Seller's Offer is governed by the GTCS.  
卖方的报价单适用本条款与条件。

The Offer may be amended or withdrawn by notice from the Seller to the Buyer at any time up to the date of acceptance of the Order.  
在接受订单之日前，卖方可以随时通知买方，修订或撤销报价单。

The Offer shall remain valid for a period of one (1) month from its date of issue or such other period as may be specified in the Offer.  
报价单的有效期为发出报价单后一(1)个月，或报价单内指明的其他期间。

The Seller shall not be bound in any manner whatsoever until the Order is expressly approved by a duly authorized representative of the Seller.  
在卖方正式授权代表明确批准订单之前，卖方不受任何形式的约束。

### 2.2 Order / 订单

All Orders shall be governed by the GTCS, unless otherwise expressly agreed in writing by the Seller.  
除卖方另行明确书面同意外，全部订单均适用本条款与条件。

It is expressly agreed that the Buyer's terms and conditions of purchase and any other document issued by the Buyer shall not be applicable.  
双方明确同意，买方的购买条款与条件及买方出具的任何其他文件均不应适用。

The Parties shall have exchanged in full transparency such information as they consider to be material to their consent to enter into the Order on the basis of the Seller's Offer, if any.  
对于双方同意基于卖方报价单（如有）达成订单而言，双方已经充分透明地交换了其认为重要的信息。

The Order, subject to prior acceptance by the Seller, shall become effective on the date on which all of the following conditions are met:

经卖方接受后的订单，应在全部下列条件成立之日生效：

- (i) receipt by the Seller of the payment in accordance with article 3.2 (Payments), and  
卖方收到第3.2条（付款）规定款项；以及

notification (or confirmation) to the Seller of the opening of the operative and confirmable documentary credit in strict

- (ii) if applicable, receipt by the Seller of the end-use certificate, in accordance with the provisions of article 16 (Compliance with international trade laws), duly signed by the Buyer (and, if applicable, by the end-user).

如适用的，根据第16条（遵守国际贸易法），卖方收到买方（以及最终用户，如适用）签署的最终用途证明书。

If the above conditions are not met within three (3) months from the date of the Seller's acceptance of the Order or within any other time period agreed between the Parties, such Order shall automatically be deemed null and void and of no effect.

如在卖方接受订单之日起三（3）个月内，或在双方同意的其他期限内，上述条件未成立的，该订单应视为自动失效。

### 2.3 Contractual documents / 合同文件

The contractual documents constituting the agreement of the Parties are the following:

构成双方协议的合同文件包括下列文件：

- (i) The Order(s);  
订单；
- (ii) The Seller's Offer, if any;  
卖方的报价单（如有）；
- (iii) The GTCS.  
本条款与条件。

In the event of contradiction or inconsistency between the above documents, said documents shall prevail in the order in which they are listed.

如上述文件之间存在冲突或不一致，应按照上列顺序优先适用上述文件。

## 3. PRICES – PAYMENTS / 价格-付款

### 3.1 Price / 价格

The prices are fixed and firm during the Offer period, unless otherwise specified in the Offer.

除报价单另有说明外，在报价单的有效期内，价格是固定的实价。

The prices are valid for a period of thirty (30) days from their date of issuance, unless extended by the Seller by written notice to the Buyer or for any other period otherwise specified in the Offer.

价格的有效期为报价之日起三十（30）日，除非卖方书面通知买方延期，或报价单内另行指定其他有效期。

The prices are established for delivery of the Product, Software and/or Documentation according to the Incoterm mentioned in the Offer. If not specified in the Offer, the applicable Incoterm is Free Carrier (FCA) Seller's shipping site (Incoterms® of the International Chamber of Commerce - 2020 Edition).

价格适用于根据报价单内提及的国际贸易术语交付产品、软件和/或文档。如报价单内未指明的，则适用的国际贸易术语应为货交承运人（FCA）卖方发货地（2020年国际商会《国际贸易术语解释通则》）。

The prices are established excluding VAT (Value Added Tax) and free of any tax, duty or any other charges which will be exclusively borne and paid by the Buyer.

价格不含增值税，不包括任何税收、关税或其他费用，该等税费均由买方自行承担并缴纳。

In the event of default in the performance of the Order, Buyer may accept the Products, Software and/or Services at a reduced price only after obtaining Seller's prior written consent to the principle of reducing the price and the amount of such price reduction.

如在履行订单过程中违约，经卖方事先书面同意降价原则及降价金额之后，买方才能按照降低后的价格接受产品、软件和/或服务。

### 3.2 Payments / 付款

Direct debit

直接付款

All payments shall be made in favor of the Seller, without any deduction of any kind, to the credit of its bank account mentioned in the Offer or in the invoice sent by the Seller.

全部付款应付至报价单内指定的卖方银行账户，或卖方开具的发票内指定的银行账户，付款不得扣除任何金额。

#### Currency

##### 币种

Unless otherwise stipulated in the Offer, the currency of account, invoicing and payment is the Renminbi (RMB).

除报价单内另有指明外，记账、开具发票及付款的货币均为人民币。

#### Terms of payment

##### 付款条款

Except as otherwise provided in the Offer, payments shall be made as follows: 100% upon issuance of Order, unless otherwise agreed by the Parties.

除报价单内另行指明外，付款条款如下：发出订单后即100%付款，双方另有约定的除外。

#### Late payment by the Buyer

##### 买方逾期付款

In the event Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller may, at its option without limitation: (i) postpone the fulfillment of its own obligations until full payment of the sums due for the principal; (ii) charge Buyer interest on the amount unpaid, calculated on a monthly basis, equal to People's Bank of China loan interest rate of the same period on the due date of the payment from the time the payment is due until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest); (iii) terminate the Contract upon expiry of a seven (7) calendar day written notice of the Seller to the Buyer which has remained without effect.

如果买方未能在到期日付款，在不影响卖方其他权利或可采取的救济措施的前提下，卖方有权自行选择（但不限于）采取以下措施：（i）延迟履行自身义务，直至买方支付全部应付款项；（ii）就未支付部分按月向买方收取利息，该等利息等于中国人民银行付款到期日同期贷款利率，利息计算期间为自付款到期日起直到应付款项被全额支付（欠款期不足一个月的按一个月计算）；（iii）在卖方向买方发出书面通知后的七（7）个日历日届满时终止剩余未履行部分合同。

In the event of a payment delay by the Buyer, the Seller may also require for any new delivery (regardless of the conditions that may have been agreed), payment prior to shipment or suspend or cancel the Contract or any pending Order without incurring any liabilities whatsoever.

若买方有延迟付款的情况，对于任何新的交付（无论双方之前如何约定），卖方均可要求买方在装运之前付款，或者暂停或取消合同或任何尚未完成的订单，且无需承担任何责任。

## **4. TAXES / 税收**

Without prejudice to the above-mentioned INCOTERMS, all prices hereunder are exclusive of all taxes, customs duties, levies and other charges whatsoever which shall be at the exclusive charge of the Buyer. In the event of applicable withholding taxes, the Buyer shall provide to the Seller the proof of tax payment promptly. Both Parties shall cooperate to secure a reduction or elimination of such withholding taxes and apply for treaty benefits, if applicable.

在不影响上述国际贸易术语的前提下，本条款与条件项下的全部价款不含任何税收、关税、规费及其他费用，该等税费均由买方承担。如适用预提税的，买方应及时向卖方提供完税凭证。双方应当合作，以减免该预提税，并申请条约优惠政策（如有）。

## **5. TEST AND ACCEPTANCE / 测试和验收**

### **5.1 Factory acceptance / 出厂验收**

Unless otherwise provided in the Offer, upon completion of manufacture and prior to delivery, the Product/Software shall be subject to factory acceptance tests (hereinafter referred to as "FAT") to be performed at the Seller's factory to verify that the Product/Software complies with the technical specifications set forth in the Offer.

除报价单内另行指明外，完成制造之后以及交付之前，产品/软件应在卖方工厂内进行出厂验收测试（以下简称“出厂验收测试”），以便核实产品/软件是否符合报价单内的技术规范。

Unless otherwise provided in the Offer, the Product/Software will be deemed accepted by the Buyer upon delivery thereof.

除报价单内另行指明外，产品/软件交付后即视为已由买方接受。

FAT shall be performed by the Seller in accordance with Seller's quality assurance procedures in effect at the time of such FAT.

根据出厂验收测试之时卖方有效的质量保证流程，由卖方进行出厂验收测试。

At Buyer's request, the Seller shall inform the Buyer of the anticipated dates of performance of the FAT. The Buyer shall have the right to delegate one representative to attend the FAT provided that notice is sent to the Seller at least seven (7) calendar days before the anticipated date of commencement of the FAT. Failure of the Buyer's representative to attend to the FAT shall not delay or prevent the performance of the Factory Tests. In such case, the Seller shall carry out the FAT alone.

经买方请求，卖方应将出厂验收测试的预计日期通知买方。买方有权委派一位代表参加出厂验收测试，但应在开始出厂验收测试的预计日期之前至少提前七（7）个公历日通知卖方。买方代表未参加出厂验收测试的，并不因此推迟或取消出厂验收测试。此种情形下，卖方应自行实施出厂验收测试。

Upon successful completion of the FAT, the Seller shall issue and submit for the Buyer's signature a Factory Acceptance Certificate (hereinafter referred to as the "Factory Acceptance Certificate") to be signed by the Buyer within two (2) calendar days from the date of submission. Should the Buyer refuse to sign the Factory Acceptance Certificate, the Buyer shall notify Seller in writing of the reasons thereof within the two (2) calendar day period referred to above.

顺利通过出厂验收测试后，卖方应出具一份出厂验收证书（以下简称“出厂验收证书”），并提交给买方签署，买方应在收到证书后两（2）个公历日内签署。如买方拒绝签署出厂验收证书，买方应在上述两（2）个公历日期间内，将原因书面通知卖方。

Any non-conformity discovered during FAT affecting the operational use of the Product/Software shall be corrected by the Seller, and then the Product/Software shall be re-tested in accordance with the above mentioned procedure. Non-conformities not affecting the operational use of the Product/Software do not constitute a valid reason for refusal to sign the Factory Acceptance Certificate. Such non-conformities will be corrected by the Seller before delivery.

如在出厂验收测试中发现影响产品/软件操作使用的任何瑕疵，应由卖方予以纠正，经纠正的产品/软件应按照上述流程重新进行测试。不影响产品/软件操作使用的瑕疵，不构成拒绝签署出厂验收证书的有效理由，此类瑕疵将由卖方在交付前纠正。

Should Buyer fail to sign the Factory Acceptance Certificate within the above-mentioned period of time without substantial reason, or should Buyer fail to attend the FAT despite notice from the Seller, then the Seller may (i) sign the Factory Acceptance Certificate alone and (ii) issue a written statement certifying that the Buyer did not attend the FAT or refused to sign the Factory Acceptance Certificate without substantial reason or without notifying the Seller of the reasons for its refusal. In such event, such statement along with the Factory Acceptance Certificate bearing the sole signature of the Seller shall then have the same force and effect as if the Factory Acceptance Certificate had been signed by both Parties.

如买方无实质理由未在上述期间内签署出厂验收证书，或买方在收到卖方通知后未参加出厂验收测试，则卖方可以：（i）单独签署出厂验收证书，以及（ii）出具一份说明书，声明买方并未参加出厂验收测试，或无实质理由拒绝签署出厂验收证书，或未将其拒绝签署的理由通知卖方。此时，该说明书以及卖方单独签署的出厂验收证书，应与双方共同签署的出厂验收证书具有同等效力。

All expenses incurred by the Buyer's representatives in attending the FAT are not included in the price quoted in the Offer and shall be fully borne and paid for by the Buyer.

买方代表参加出厂验收测试发生的全部费用，不属于报价单报价范围，应由买方自行承担并支付。

## 5.2 On-site acceptance / 现场验收

Unless otherwise provided in the Offer, upon delivery or upon completion of installation after delivery, the Product/Software shall be subject to on-site acceptance tests (hereinafter referred to as "SAT"). The SAT shall be performed in accordance with the procedures submitted by the Seller to the Buyer prior to the anticipated dates for the commencement of such SAT.

除报价单另行指明外，交付后或交付且完成安装后，产品/软件应进行现场验收测试（以下简称“现场验收测试”）。现场验收测试应依据在开始该测试的预计日期之前卖方向买方提交的流程进行。

Once the Product/Software has passed the SAT, an On-Site Acceptance Certificate (hereinafter referred to as the "On-Site Acceptance Certificate") shall be issued and signed by the Parties in accordance with the provisions of article 5.1 (Factory acceptance) which shall apply *mutatis mutandis*.

产品/软件通过现场验收测试后，应当参照适用第5.1条（出厂验收）出具现场验收证书（以下简称“现场验收证书”），并由双方签署。

If, for any reason not attributable to Seller, the SAT cannot be performed within thirty (30) calendar days after the date of delivery of the Product/Software, the Seller shall issue a written statement that an On-Site Acceptance Certificate has not been signed. Such written statement shall entitle the Seller to receive payment under the Order as if such SAT had been successfully completed. The issuance of such written statement shall not prejudice the Buyer's right to have the SAT performed at a later date in accordance with the provisions of this article.

如因卖方之外的原因，在交付产品/软件之日后三十（30）个公历日内，不能进行现场验收测试的，卖方应发出尚未签署现场验收证书的说明书。在发出该说明书后，卖方即有权收到订单项下的付款，视为已经顺利完成现场验收测试。发出该说明书并不排除买方根据本条约定在较迟日期内进行现场验收测试的权利。

Use or operation of all or part of the Product/Software by Buyer or any third party other than the Seller prior to acceptance as aforesaid shall automatically constitute full acceptance of such Product/Software, with all the effects thereof.

在上述验收之前，买方或卖方之外的任何第三方使用或操作全部或部分产品/软件的，应自动构成该产品/软件的充分验收，具有验收的全部效力。

### **5.3 Services' acceptance / 接受服务**

Unless otherwise provided in the Offer, upon completion of the Services, the Parties shall sign a certificate (hereinafter referred to as the "Completion Certificate") for each Service. This signature shall take place no later than five (5) calendar days from the date of presentation of said Certificate of Completion by the Seller.

除报价单另行指明外，完成服务后，双方应就每项服务签署一份证书（以下简称“完工证书”）。该证书应在卖方提出上述完工证书之日起五（5）个工作日内予以签署。

If the Buyer does not sign the Completion Certificate within the above-mentioned period without a substantial reason, the said Completion Certificate bearing the sole signature of the Seller shall be deemed to have been signed by the Buyer without reserve, with all the effects thereof. Use of the Services shall also be deemed as acceptance of the Services.

如买方无实质理由未在上述期限内签署完工证书，则由卖方单独签署的完工证书应视为已由买方无保留地签署，具有该证书的全部效力。如使用服务，也应视为接受服务。

## **6. DELIVERY - TRANSFER OF RISK – STORAGE / 交付-风险转移-储存**

Delivery and transfer of risk shall take place in accordance with the Incoterm referred to in Article 3.1 (Price).

交付及风险转移应依据第3.1条（价格）所述的国际贸易术语。

The Seller reserves the right to make partial and/or anticipated deliveries with partial billing of the corresponding amount. In particular, the Seller reserves the right, for a given Order, to deliver quantities that may differ by ten percent (10%) more or less than the quantity ordered by the Buyer and the Buyer undertakes to pay the price corresponding to the quantity of Products/Software actually delivered by the Seller.

卖方保留部分和/或提前交付的权利，并按照相应金额开票。特别说明，卖方保留实际交货数量与买方订单约定的数量之间存在溢短装不超过10%的权利，且买方承诺就卖方实际交付的产品/软件数量支付相应的价款。

Delivery dates are computed from the T0 date as defined in article 1 (Definitions).

Should the delivery be delayed or prevented for any reason beyond the reasonable control of the Seller, the Product shall be stored and the date of placing in storage shall be deemed the date of delivery. Storage costs, including disposal costs, if any, shall be borne by the Buyer. In this case, the Seller will issue a warehouse certificate (hereinafter referred to as the "Warehouse Certificate"), which shall be validly presented to the Seller's bank for payment purposes.

交付日期从第1条（定义）界定的起始日起计算。

如因卖方不能合理控制的任何原因，逾期交付或不能交付的，产品应予储存，储存日期即视为交付日期。储存费用（包括处置费用，如有）应由买方承担。此时，卖方应出具一份仓单（以下简称“仓单”），该仓单应向卖方银行有效出示以供付款。

## **7. TRANSFER OF OWNERSHIP / 所有权的转移**

Title to the Products shall vest in the Buyer from the time the Seller receives full payment for the Products.

产品所有权应当在卖方收到买方的全额付款后才转移给买方。

There is no transfer of ownership of the Software.

软件的知识产权所有权不会发生转移。

## **8. LIQUIDATED DAMAGES FOR DELAY / 逾期违约金**

Seller's liability for late delivery of the Product/Software shall be limited to the payment of liquidated damages as follows:

卖方逾期交付产品/软件的责任应限于支付下列违约金：

- (i) Liquidated damages shall only apply in the event of a delay in delivery of the Product/Software, where the cause was within the reasonable control of the Seller, which excludes any delay caused by Force Majeure (as defined in article 12), exceptional world events and shortage (article 14) and/or any act or omission of the Buyer. Liquidated damages shall amount to half a percent (0.5%) of the price of the delayed Product/Software for each full month of delay after the expiration of a grace period of thirty (30) days, and shall not exceed five percent (5%) of such price.

在卖方能够合理控制的范围内导致逾期交付产品/软件的，才适用违约金。因不可抗力（见第12条的定义）、y特殊世界事件及短缺（第14条）和/或买方的任何作为或不作为造成的逾期，均不适用违约金。三十（30）日宽限期届满之后，每逾期一个月的，应支付逾期产品/软件价款0.5%的违约金，最高不超过该价款的5%。

- (ii) Details of liquidated damages shall be notified to the Seller who shall be entitled to submit comments to Buyer within thirty (30) days of receipt of Buyer's notification.  
违约金的详情应通知卖方，卖方在收到买方通知后三十（30）日内，有权向买方提出意见。
- (iii) The Seller undertakes to reimburse the liquidated damages by way of a credit note for the Buyer to utilize against future payments.  
卖方承诺以信用票据的方式偿还违约赔偿金，供买方用于未来付款。
- (iv) If, within ninety (90) days from the date of delivery of the Product/Software, the Buyer does not claim liquidated damages by letter with acknowledgment of receipt, Buyer shall be deemed to have waived its rights. However, such waiver by the Buyer shall not apply to any possible delay with respect to any other delivery.  
如产品/软件交付日起九十（90）日内，买方并未以书面（附回执）方式主张违约金，应视为买方已经放弃该权利。但买方的该项弃权并不适用于可能发生的任何其他逾期交付。
- (v) Liquidated damages are fixed, in full satisfaction for the Seller's liability for delay and are exclusive and in lieu of any other remedy, compensation or damage.  
违约金是固定的，已充分履行卖方的逾期责任，并排除及取代任何其他救济措施、补偿或损害赔偿。

## 9. WARRANTY / 保证

### 9.1 Product Warranty (excluding Software) / 产品保修（不包括软件）

Seller's warranty for the Product covers material defects or defects in workmanship which prevent the Product from functioning in accordance with the Product's technical specifications. Unless otherwise provided in the Offer, the warranty shall not exceed a period of twelve (12) months from the date of delivery of the Product.

卖方产品保修的范围包括导致产品不能根据产品技术规范运行的重大瑕疵或工艺瑕疵。除报价单内另行指明外，保修期不超过产品交付之日起十二（12）个月。

The warranty does not apply to parts and consumables (such as ink cartridges, batteries, fuses, etc.), nor to defects resulting from or related to the failure of the Buyer to use and maintain the Product in accordance with its technical specifications and the Seller's Documentation and, more generally, in accordance with the standard rules for use of the Product.

保修不适用于零件及耗材（例如墨盒、电池、保险丝等）。买方未根据其技术规范、卖方文档以及（更一般而言）产品的标准使用规范使用及维护产品，从而引起瑕疵或发生与之相关的瑕疵的，也不适用保修。

The warranty shall be limited to the replacement or repair by the Seller, at its option, of the defective Product or any part thereof provided that (i) the defect has been reported to Seller within seven (7) days from the date of discovery, (ii) the notice of defect describes the defect and the circumstances of its occurrence in detail (iii) the allegedly defective Product has been returned to the Seller, and (iv) the defective Product has actually been acknowledged as such by the Seller.

保修责任应限于由卖方选择更换或维修瑕疵产品或其任何部分，但条件是：（i）发现瑕疵之日起七（7）日内应向卖方报告该瑕疵，（ii）瑕疵通知应详细说明瑕疵及其发生的情形，（iii）所称的瑕疵产品已经被退回给卖方，以及（iv）瑕疵产品已由卖方实际确认存在该瑕疵。

Unless otherwise provided in the Offer, the cost of transportation and insurance of the defective Product returned to the Seller shall be borne by Buyer, and the cost of transportation and insurance of the replaced or repaired Product shall be borne by the Seller in accordance with the original terms of delivery. If the defective Product has been soldered by the Buyer or by a third party to a device or another equipment, Seller shall not be responsible for the cost of returning and disassociating such equipment or device from the soldered Product.

除报价单内另行指明外，退回瑕疵产品给卖方的运输及保险费用应由买方承担，经替换或维修的产品的运输及保险费用应由卖方根据原交付条款承担。如买方或第三方已将瑕疵产品与某设施或其他设备焊接，则卖方不承担退回该设备或设施的费用以及将该设备或设施从被焊接产品拆除的费用。

In the event the warranty is invoked, the warranty period is suspended, and the Product, once repaired or replaced, is guaranteed for the remaining duration of the initial warranty period.

如发生保修责任的，保修期应中止计算，经维修或替换的产品在原保修期的剩余期限内继续享受保修。

### 9.2 Software Warranty / 软件保证

For a period of three (3) months from the date of delivery, the Seller undertakes to correct major reproducible defects detected by the Buyer in the event of non-conformity of the delivered Software to its technical specifications which prevents its normal operation or the normal operation of the Product.

从交付之日起三（3）个月内，卖方承诺，如交付的软件不符合技术规范，导致软件不能正常运行或产品不能正常操作的，卖方将纠正买方发现的重大可复制瑕疵。

This warranty is conditioned upon (i) the Buyer notifying the Seller in writing of the defect within seven (7) days of its detection; (ii) the notice of defect describing the defect and the circumstances of its occurrence in detail; (iii) the Software not having been modified by the Buyer or a third party or combined with other software, except with Seller's prior written consent, and (iv) the Software having been used by the Buyer in accordance with Seller's specifications and instructions.

该保证的条件是：（i）买方发现瑕疵后七（7）日内已经书面通知卖方；（ii）瑕疵通知已详细说明瑕疵及发生瑕疵的情形；（iii）买方或第三方并未修改软件或将本软件与其他软件组合（经卖方事先书面同意的除外）；以及（iv）买方一直根据卖方规范及说明使用软件。

Beyond the above-mentioned warranty period, the Seller may correct the anomalies of the Software within the framework of a maintenance contract to be mutually agreed upon by the Parties.

超过上述保证期的，根据双方一致同意的维护合同的约定，卖方可以纠正软件的异常之处。

### 9.3 General Stipulations / 通用条款

The warranty does not apply to defects arising from or related to (i) any combination of the Product with third-party equipment; (ii) any modification of the Product except by the Seller; (iii) any accident, act of vandalism, negligence or handling error by the Buyer; (iv) normal wear and tear; (v) improper installation, maintenance or storage by the Buyer or by a third party; and/or (vi) use of inadequate energy.

保证不适用于以下情形引起或与之相关的瑕疵：（i）产品与第三方设备组合；（ii）除卖方之外的人员对产品做出任何修改；（iii）买方的任何意外事故、故意破坏行为、过失或处理错误；（iv）正常磨损；（v）买方或第三方的不当安装、维护或储存；和/或（vi）使用不适当的电源。

The Seller warrants that the Products, Software and Services comply with the state of the art and the security standards in force at the date of their design. However, the Seller does not warrant the resistance of the electronic, computer and/or digital security mechanisms of the Product and/or Software supplied in the event of attacks (such as cyber attack, virus...), given their constant evolution.

卖方保证，产品、软件及服务符合设计之日有效的先进技术及安全标准。但考虑到技术的不断发展，遭受攻击（例如网络攻击、病毒等）时，卖方不能保证所供应产品和/或软件的安全机制的抵抗力。

The provisions of this article 9 (Warranty) set forth the Seller's entire warranty obligations with respect to the Products, Software and Documentation. To the extent permitted by applicable law, the Seller makes no and expressly disclaims all other warranties of any kind. Fit for purpose warranty is expressly excluded.

本第9条（保证）约定了卖方关于产品、软件及文档承担的全部保证义务。如适用法律允许的，卖方并未做出且明确否认任何其他类型的保证。明确排除适合目的的保证。

## 10. GENERAL CONDITIONS OF DELEGATION OF PERSONNEL / 委派员工的通用条款

When delegating personnel to the other Party's premises for the performance of the Services or for the performance of the tests provided for in article 5 (Test and acceptance), the Parties shall comply with the following provisions:

当委派员工前往对方营业场所履行服务，或实施第5条（测试和验收）约定的测试时，双方应遵守下列约定：

(i) Each Party shall, with the assistance of the other Party, ensure that its personnel comply with all administrative requirements (such as, but not limited to, visas, medical certificates, entry, residence and work permits) in accordance with applicable regulations and shall bear all costs thereof.

双方应在对方协助下，确保其员工根据适用法规遵守全部管理要求（例如但不限于签证、体检证明、入境、居留及工作许可），并承担其全部费用。

(ii) Each Party shall maintain strict discipline among its personnel and ensure that they comply with all safety regulations applicable on the relevant premises.

双方应对其员工执行严格的纪律，确保员工遵守相关营业场所适用的全部安全规程。

(iii) The Parties shall agree on the working hours and working of its personnel in accordance with the regulations applicable on the relevant premises. However, such personnel will be allowed to observe their own religious holidays.

双方应根据相关营业场所适用的规章，就其员工的工作时间及工作内容达成一致。但应允许该等员工遵守其自己宗教节日的要求。

- (iv) In the event of an accident or illness of an employee while on assignment at the other Party's premises, whether such accident or illness occurs during or outside the assignment, the other Party guarantees that the employee will have access to the best medical treatment available locally. Any expenses so incurred by the other Party shall ultimately be borne (by way of reimbursement or deduction) by the employer.

如某员工在被委派至对方营业场所工作期间发生意外事故或生病的，无论该事故或疾病是在工作期间或之外发生的，对方保证该员工能够享受当地最佳医疗待遇。对方因此发生的任何费用应最终由雇主承担（通过报销或扣除的方式承担）。

- (v) If the period of incapacity due to illness or injury continues beyond one (1) month or is such that it would be preferable for the employee to be repatriated as soon as possible, the employee shall be repatriated immediately to his or her country of origin at the request of his or her employer or at the employee's own request and expense.

如因疾病或人身伤害不能工作的期间持续超过一个月，或导致该员工适宜尽快遣返回国的，则经该员工的雇主请求，或经该员工自己请求并自担费用，该员工应当立即遣返回国。

- (vi) In the event of death, the employer, with the assistance of the other Party, shall arrange for the repatriation of the deceased and shall bear all the costs thereof.

如员工死亡的，雇主应在对方协助下，安排遣送死者，并承担其费用。

## **11. OBLIGATIONS OF THE BUYER / 买方的义务**

### **11.1 Buyer Furnished Items / 买方提供的物项**

The Buyer agrees to make available to the Seller in a timely manner or upon the date agreed in the contractual schedule, all equipment, materials, tools, buildings, vehicles, plans, drawings, documents, specifications, software and/or other information or other means, including access to the premises and network(s), necessary to perform the Order (hereinafter referred to as "Buyer Furnished Items").

买方同意及时或在约定时间表指定的日期内向卖方提供履行订单所需的全部设备、材料、工具、建筑、车辆、平面图、图纸、文件、规范、软件和其他信息或其他方法（包括进入营业场所、访问网络）（以下简称“买方提供的物项”）。

### **11.2 Data made available to the Seller by the Buyer / 买方向卖方提供的数据**

The Buyer agrees to provide to the Seller, in a timely manner or upon the date agreed in the contractual schedule, the Data necessary to fulfill the Order.

买方同意及时或在约定时间表指定的日期内向卖方提供履行订单所需的数据。

The Buyer authorizes the Seller and its Affiliates to use the Data:

买方授权卖方及其关联人将数据用于以下目的：

- (i) for the purposes of supplying the Product(s), Software(s) and performing the Services under the Order;  
根据订单提供产品、软件和履行服务；
- (ii) for research and testing purposes, for the internal needs of the Seller and its Affiliates and/or;  
出于研究及测试目的，用于卖方及其关联人的内部需求，和/或
- (iii) to develop and/or improve the Products, Software and/or Services provided by the Seller;  
开发和/或改进卖方提供的产品、软件和/或服务；

subject to compliance with the provisions of article 21 (Protection of Personal Data).

但条件是遵守第21条（个人数据保护）的约定。

For the aforementioned purposes, the Buyer grants the Seller and its Affiliates, without additional financial consideration, a worldwide, sublicensable, irrevocable and non-transferable right to extract, use, store, modify, reproduce, integrate into its own databases, represent directly or indirectly on any medium whatsoever, by any means and in any form, all or part, qualitatively or quantitatively substantial, of the Data for the duration of their protection by copyright and/or by the *sui generis* right of the producers of databases.

出于上述目的，买方向卖方及其关联人授予一项世界范围内、可以分许可、不可撤销且不可转让的权利，且无需支付额外对价，该权利允许卖方及其关联人以任何方式及任何形式，在数据的版权保护期内和/或数据库生产商的数据库特殊权利保护期内，对全部或部分数据（包括质量或数量上的实质性部分）进行摘录、使用、保存、修改、复制、集成至自己的数据库内或在任何媒介上直接或间接描述。

### **11.3 Formalities and authorizations of third parties / 手续及第三方授权**

The Buyer warrants that it holds all the necessary authorizations/licenses to use the Data referred to in article 11.2 (Data made available to the Seller by the Buyer). The Buyer agrees to indemnify and hold the Seller and its Affiliates harmless against any allegation or lawsuit from a third party in the event of infringement of the Data by the Buyer.

买方保证，其持有使用第11.2条（买方向卖方提供的的数据）所述数据的全部必要授权/许可。买方的数据发生侵权的，就第三方提出的主张或诉讼，买方同意为卖方及其关联人提供赔偿，确保卖方及其关联人不致因此遭受损害。

The Buyer undertakes to carry out all customs formalities incumbent on it in connection with the performance of the Order.  
买方承诺办理其因履行订单而有义务承担的全部海关手续。

The Buyer agrees to obtain, at no cost and in a timely manner to the Seller, any permits, authorizations, licenses necessary to execute the Order and/or to use the Products/Services/Software, if applicable.

买方承诺及时为卖方取得履行订单和/或使用产品/服务/软件（如适用）所需的任何许可、授权、执照，且卖方不承担费用。

In the event that a Product incorporates an EMV (Europay MasterCard Visa) application, the use of the Product is governed by the rules of the payment scheme that owns the EMV application specifications. In this respect, the Buyer guarantees that it holds the rights to use the EMV application from the corresponding payment scheme and undertakes to provide the Seller with the relevant evidences, upon its first request.

如某产品采用欧陆卡、万事达卡、Visa（EMV）应用程序的，使用产品应适用拥有EMV应用规范的付款计划的规则。就此，买方保证，其有权使用相应付款计划的EMV应用，并承诺一经卖方请求即向卖方提供相关证明。

#### **11.4 Consequences of the Buyer's failure to comply with its obligations / 买方未遵守其义务的后果**

The Seller shall not be held liable for any error or defect in the manufacture of the Products, the development of the Software or the performance of the Services which is the consequence of a defect in the Buyer Furnished Items and/or Data made available to the Seller by the Buyer.

如因买方向卖方提供的物项和/或数据有瑕疵，导致产品生产、软件开发或服务履行中出现任何错误或缺陷的，卖方不予负责。

If Buyer or any of its representatives, agents, employees, successors or assigns, co-contractors, contractors, etc., fails to perform any of its obligations within the time specified in the contractual schedule, all subsequent milestones in the contractual schedule shall be automatically postponed for a period of time at least equal to the duration of the delay in performance of such obligation, without the Seller incurring any liability as a result of the resulting delay. The Buyer shall indemnify the Seller for the consequences of such delay in performance (including any expenses and additional costs incurred by the Seller).

如买方或其任何代表、代理人、员工、承继人或受让人、共同承包人、承包人等未在约定时间表规定的期限内履行其任何义务的，约定时间表内的全部后续进度应当自动延期，延长期间至少等于逾期履行上述义务的期间，且卖方不就因此产生的逾期承担任何责任。买方应就该逾期履行的后果为卖方提供赔偿（包括卖方发生的任何费用及额外成本）。

#### **12. FORCE MAJEURE / 不可抗力**

The Seller shall not be in default if performance of any of its obligations under the Order is partially or wholly delayed or prevented by reason of Force Majeure.

如部分或完全因不可抗力，卖方逾期或不能履行其合同项下任何义务的，卖方不视为违约。

"Force Majeure" means any event beyond the reasonable control of the Seller including but not limited to: governmental or public authority decision, act or omission, war (whether declared or not), hostilities, insurrection, act of terrorism, sabotage, fire, flood, explosion, epidemics, quarantine restriction, disruption in the supply of supplies from normally reliable sources (including but not limited to electricity, water, fuel and similar supplies), strikes, plant closures and labor disputes, suspension or revocation of any license, permit or authorization, embargoes, storms, earthquakes, delay of a subcontractor due to Force Majeure as defined above.

“不可抗力”是指卖方不能合理控制的任何事件，包括但不限于：政府或公共机构的决定、作为或不作为、战争（无论是否宣战）、敌对行动、叛乱、恐怖主义行动、破坏、火灾、洪灾、爆炸、瘟疫、检疫限制、正常可靠来源的供应品的供应中断（例如但不限于水、电、燃料及类似供应品）、罢工、停工及劳资纠纷、吊销或撤销任何执照、许可证或授权、禁运、风暴、地震、分包商因上述定义的不可抗力而逾期。

The occurrence of a Force Majeure event shall automatically suspend performance of the Order and the dates of the contractual schedule shall be postponed for the time period required to overcome the effects of the Force Majeure, and in any case for a period at least equivalent to the duration of the Force Majeure event.

发生不可抗力事件的，应自动中止履行订单，约定时间表的日期应当延期，延期期间为克服不可抗力影响所需期间，在任何情形下，延期期间应至少等于不可抗力事件的持续期间。

If the Seller's performance of any obligation under the Order is delayed in whole or in part by reason of Force Majeure for a period exceeding six (6) months, either Party may request termination of the Order, in whole or in part, in accordance with article 17 (Termination), and the Parties shall mutually agree upon a liquidation settlement. In case of disagreement, it shall be deemed to be a dispute which shall be settled in accordance with the provisions of article 25 (Dispute resolution).

如全部或部分因为不可抗力，卖方逾期履行订单项下任何义务的期间超过六（6）个月的，任一方可以根据第17条（解除）请求解除订单之全部或部分，且双方应就结算达成一致。如未达成一致的，应视为一项争议，应根据第25条（争议解决）的约定予以解决。

The termination shall not affect the debts due between the Parties at the date of the termination, in particular for the Products, Software and/or Service in production or execution at the said date.

解除不影响双方之间在解除之日应偿的债务，尤其是该日期内已在生产或履行中的产品、软件和/或服务的相关债务。

### 13. EXCEPTIONAL WORLD EVENTS – SHORTAGE / 特殊世界事件-短缺

Exceptional world events, such as the COVID-19 pandemic and the conflict in Ukraine, are causing considerable disruption to the world economy, resulting in shortages, supply chain bottlenecks and disruptions in production and logistics, price volatility for both materials and labor and/or implementation of new instructions, laws and regulations issued by the competent authorities.

COVID-19疫情和乌克兰冲突等特殊世界事件正在对世界经济造成严重破坏，导致原材料普遍短缺、供应链紧张、生产和物流中断、材料和劳动力价格波动和/或产品交付地所在国家的主管部门执行新的法律、法规或指令等。

In response to this inflationary pressure and in view of the increasing uncertainty currently facing markets and businesses, the Buyer acknowledges that the impact of these changing events or the impact of any other similarly significant event on the Seller's performance cannot reasonably be determined and fully taken into account as of the date of the Order.

为应对这一通胀压力，且鉴于当前面对市场和业务的不确定性日益增加，买方承认，截至订单之日这些特殊世界事件的影响或任何其他类似重大事件对卖方履行义务的影响无法合理确定并予以充分考虑。

Accordingly, Buyer agrees that Seller shall have the right, to its own discretion to (i) reject or terminate any Order, (ii) revise the terms and conditions of the Order (including delivery schedule, shipment dates, lead times, volumes and/or prices) and/or (iii) offer the Buyer alternative solutions to complete/supply the Products/Software and Services, to the extent necessary, to limit the consequences of such disruptions due to an exceptional world event. In no event shall the Seller be liable to the Buyer for rejection, termination, cancellation or delays in the performance of its obligations to the extent that such failure or results from the aforementioned disturbances.

因此买方同意，在减轻因特殊世界事件造成的破坏后果的必要限度内，卖方有权自行决定（i）拒绝或终止任何订单，（ii）修改订单的条款和条件（包括交货时间表、装运日期、交货期、数量和/或价格）和/或（iii）为买方提供替代解决方案，以完成/提供产品/软件和服务。在任何情况下，卖方均不对与上述拒绝、终止、取消或迟延履行义务的行为向买方承担责任，但前提是此类违约与上述情况有关。

### 14. HARDSHIP CLAUSE / 情势变更条款

In the event of a significant change in circumstances unforeseeable at the time the Offer or the Order is issued, that imposes on one of the Parties an unfair burden arising from the Order, the Parties shall consult each other in order to jointly find equitable adjustments to the terms and conditions of the Order.

如果在报价单是或订单发出之时发生不可预见的重大的情势变更，导致一方因订单而产生不公平负担，双方应相互协商，以便共同公平地调整订单的条款和条件。

Unforeseeable change in circumstances means any event, external to the Parties that would be of such a nature as to significantly modify the economic balance of the Order by making its execution excessively onerous for one or the other of the Parties, which had not accepted to assume such a risk.

不可预见的情势变更是指双方外部发生的任何事件，该事件具有使得履行订单的其中一方的义务变得过于繁重的风险，且该方并未接受承担该种风险，从而显著改变该订单的经济公平。

For the purposes of this article, (i) events occurring during the term of the Order, or (ii) events occurring prior to the conclusion of the Order, the existence or extent of which could legitimately be unknown to the Party invoking this clause, shall be taken into account.

就本条款目的而言，情势变更应包括在（i）在订单期限内发生的事件，或（ii）在订单订立之前发生、援引本条款的一方可能不知道其存在或影响程度的事件。

When one of the Parties becomes aware of the occurrence of such an event, it shall notify the other without delay. Receipt of such notification shall have the effect of suspending performance of the Order.

当一方知悉此类事件的发生时，应立即通知另一方。收到此类通知应具有中止履行订单的效力。

The Parties undertake to meet without delay after receipt of such notification, to negotiate and agree on the terms of revision of the Order intended to maintain the balance initially provided for.

双方承诺在收到此类通知后立即会见，就修改订单条款事宜进行谈判并达成一致，以保持最初约定的公平性。

The Parties shall have a period of forty-five (45) days to reach an agreement on the terms of the revision, during which time they shall actively negotiate in good faith.

双方应有四十五（45）天的期限就修改条款达成协议，在此期间，双方应友好积极谈判。

If at the end of this period, no agreement is reached, the Party wishing to obtain the revision may unilaterally terminate the Order.

如在该期限届满时未达成协议，提出修订的一方可以单方面终止订单。

## 15. COMPLIANCE WITH INTERNATIONAL TRADE LAWS / 遵守国际贸易法

Each Party undertakes to comply with (i) all laws and regulations relating to export controls, national security and national strategic interests, and (ii) all economic sanctions or restrictions, which are in force in all countries (including the countries of the Parties, the United States of America and the United Kingdom) and in all international organizations, in particular the EU ("European Union") and the United Nations ("United Nations")

双方均承诺遵守：（i）关于出口管制、国家安全及国家战略利益的全部法律法规，以及（ii）任何国家（包括双方所在国、美国及英国）以及全部国际组织（特别是欧盟）及联合国有效的全部经济制裁或限制。

In the event that the Products, Software, Documentation and/or Services are subject to French export control regulations and/or foreign export control regulations, the following provisions shall apply:

如产品、软件、文档和/或服务受约于法国出口管制法规和/或外国出口管制法规的，则适用以下约定：

- (i) the Buyer shall not sell, export or provide the Products, Software, Documentation and/or Services subject to the Order to any person or entity subject to sanctions, blocking or asset freezing measures applicable in the United States of America, any EU Member State (whether by EU regulation or governmental decision) or the United Kingdom. This applies to, but is not limited to, natural and legal persons who are on OFAC's list of *Specially Designated Nationals and Blocked Persons*, on any EU Member State's national list or on the EU Consolidated Sanctions List.

如任何人或实体在美国、任何欧盟成员国（无论是通过欧盟条例或政府决定）或英国境内遭受相关制裁、封锁或资产冻结措施的，买方不得向该人或该实体出售、出口或提供订单项下的产品、软件、文档和/或服务。这适用于（但不限于）列入美国海外资产控制办公室“特别指定国民及受封锁人士”名单、任何欧盟成员国国民名单或欧盟合并制裁名单之内的自然人及法人。

- (ii) The Buyer hereby undertakes not to sell, lend or hand over in any capacity whatsoever, whether free of charge or not, temporarily or permanently, to any third party, without the prior written consent of the French and/or foreign authorities, the Products, Software, Documentation and/or Services covered by the Order (including their developments or corrections delivered under the warranty).

未经法国和/或外国有关机构事先书面同意，买方兹承诺不会以任何身份向任何第三方出售、出借或移交订单项下的产品、软件、文档和/或服务（包括根据保证交付的更新或修正版），无论是否免费，亦无论是临时还是永久性的。

- (iii) Within thirty (30) calendar days from the date of acceptance of the Order, the Buyer shall execute (and, if applicable, have the end-user execute) and deliver to the Seller an end-use certificate in a form to be provided by the Seller upon Buyer's request (this requirement is a condition to the validity of the Order as set forth in article 2.2 (Order)).

自接受订单之日起三十（30）个公历日内，按照经买方请求后卖方提供的格式，买方应签署并向卖方交付一份最终用户证明（该要求是第2.2条（订单）所述订单效力的一项条件）。

- (iv) The Buyer shall maintain complete and accurate records of exports, re-exports and transfers of Products, Software, Documentation and/or Services provided under the Order for at least five (5) years from the date of export, re-export or transfer, and the Buyer agrees to provide such export records to the Seller upon request.

关于订单项下供应的产品、软件、文档和/或服务，买方应保存完整且准确的出口、复出口及转让记录，保存期限为出口、复出口或转让之日起至少五（5）年，买方同意按照请求向卖方提供该出口记录。

The Parties acknowledge that the subject matter of the Order may be subject to the provisions of the Wassenaar Arrangement or any successor, replacement or supplemental body governing sensitive technologies. If the performance of the Order is legally prevented by the regulators of the Wassenaar Arrangement or any other such body, such prevention shall be deemed Force Majeure. The Seller shall not be liable to the Buyer for damages resulting from failure to perform the Order as a result of the application of such provisions.

双方确认，订单标的可能适用《瓦森纳协定》或任何承继者、替代者或管理敏感技术的其他机构的规定。如《瓦森纳协定》的监管机构或任何其他此类机构依法阻止履行订单的，该情形应视为不可抗力。如因适用此类规定导致不能履行订单的，卖方不向买方承担损害赔偿赔偿责任。

Any breach by the Buyer of any of the provisions of this clause shall be deemed to be a material breach by the Buyer of its contractual obligations and shall entitle the Seller either to suspend performance of the Order until such time as the breach is satisfactorily remedied or to terminate the Order forthwith, without prejudice to any other remedy to which Seller may be entitled by virtue of contractual and/or statutory provisions.

买方违反本条任何约定的，应视为严重违反其合同义务。此时，只要尚未按照要求纠正该违约行为的，卖方有权中止履行订单，或者立即解除合同，且不损害卖方根据合同和/或法律规定享有的任何其他救济。

## 16. LIABILITY / 责任

**16.1** In no event shall the Seller be liable to the Buyer, its agents, employees, successors and assigns for any special, indirect and/or consequential damages of any kind, including, without limitation, loss of revenue or profit, loss of productivity, damage resulting from business disruption, damage to brand image, suffered by the Buyer or any third party due to a defect or loss of use of all or part of the Product, Software and/or Service or any other failure of the Seller resulting from the performance or non-performance of its contractual obligations.

在任何情况下，因全部或部分产品、软件和/或服务的瑕疵或使用性损失，或因卖方履行或未履行合同义务产生的卖方其他疏忽，导致买方或任何第三方遭受任何特殊、间接和/或附随损害，包括但不限于收入或利润的损失、生产力的损失、或业务中断造成的损害、品牌形象的损害，卖方均不就此向买方、其代理人、员工、承继人及受让人承担责任。

**16.2** The aggregate liability of the Seller and its suppliers, agents or distributors arising out of or in connection therewith, from any cause whatsoever, whether based on breach of contract or in tort (including without limitation, negligence, strict liability, or otherwise) under any warranty, or otherwise shall not exceed either: (i) ten (10) percent of the price of the Order giving rise to the claim; or (ii) the total payments received by the Seller under the Orders during the six (6) months preceding the event leading to the claim for damages by the Buyer, whichever is smaller. This limitation of liability shall apply regardless of the form of action, whether in contract or in tort (including negligence) or based on a warranty.

卖方及其供应商、代理或分销商因任何原因无论是基于合同违约或侵权（包括但不限于疏忽、严格责任或其他）在任何保证下产生的或与之相关的全部责任，最高不超过（i）引起责任的订单价款百分之十（10%），或（ii）在导致责任的事件发生前六（6）个月内根据订单向卖方实际从买方收到的总价款，以上述两者金额较小者为准。无论权利主张形式如何，无论是基于合同或侵权（包括疏忽）或基于保证，本责任限制条款均应适用。

**16.3** Without in any way limiting the liability possibly incurred by the Seller, the Seller shall take out and maintain with reputable insurers, insurance policies offering appropriate cover and benefits, based on the risks incurred and for the total duration of the aforementioned risks.

The Seller shall subscribe insurance policies covering, without limitation, damage suffered by its assets (including its information system against cyber risks), its personnel, the Buyer or third parties (Professional Civil Liability, Liability for Defective Product, etc...).

The Seller shall provide the Buyer, upon request, with a certificate of insurance duly signed by its insurers.

在不限制卖方可能招致的责任的前提下，卖方应针对发生的风险，在上述风险的全部存续期间内，向知名保险公司投保能够提供适当保险范围及赔偿的保险，并维持该保险有效。

卖方所投保的范围应涵盖但不限于其资产（包括其信息系统存在的网络风险）、其员工、买方或第三方（职业民事责任、缺陷产品责任等）遭受的损害。

卖方应按照请求向买方提供其保险公司签署的保险证明。

## 17. TERMINATION / 解除

**17.1** The Order may be terminated in whole or in part by either Party, only with respect to the uncompleted part of the Order, by operation of law, without any damages, solely upon occurrence of the following:

仅当发生下列情形时，关于订单未履行的部分，任一方可以依法解除订单之部分或全部，且不承担损害赔偿：

- (i) Force Majeure Event of a continuous duration exceeding six (6) months, in accordance with article 12 (Force Majeure);  
根据第12条（不可抗力），持续超过六（6）个月的不可抗力事件；
- (ii) Exceptional world event, in accordance with article 13 (Exceptional world events – Shortage);  
根据第13条（特殊世界事件——短缺），特殊世界事件；
- (iii) Change of circumstances creating a significant contractual imbalance, in accordance with article 14 (Hardship clause);  
根据第14条（情势变更条款），导致合同严重不公平的情势变更；
- (iv) When a court or arbitrator finally determines that there has been an infringement of a third party's Intellectual Property Rights or in the event that the Seller believes that the Product, Software and/or Documentation may be the subject of an infringement claim or suit pursuant to Section 18 (Intellectual Property Rights);  
根据第18条（知识产权），法院或仲裁员最终认定，侵犯第三方知识产权，或者，卖方相信，产品、软件和/或文档成为侵权索赔或诉讼的对象；
- (v) Change of Control as provided in article 20.2 (Assignment and Change of Control).  
第20.2条（转让及控制权变更）约定的控制权变更。

**17.2** In the event that either Party (hereinafter, the "Defaulting Party") fails to perform its material obligations under the Order, the Defaulting Party shall provide the other Party (hereinafter, the "Non-Defaulting Party") with a remediation plan (hereinafter, the "Remediation Plan") within thirty (30) business days from the date of the failure to perform or the improper performance of the relevant obligation. Once the Parties have reached an agreement in writing, the Defaulting Party shall use its best efforts to comply with the terms and conditions set forth in the Remediation Plan.

如任一方（以下简称“违约方”）未履行其订单项下实质性义务的，违约方应在未履行或未适当履行相关义务之日起三十（30）个营业日内，向对方（简称“守约方”）提供一份纠正计划（简称“纠正计划”）。双方就纠正计划达成书面一致后，违约方应尽其最大努力遵守纠正计划的条款与条件。

Should the Defaulting Party fail to provide such Remediation Plan within the time period set forth above, the Order may be terminated by the Non-Defaulting Party for the uncompleted part of the Order by operation of law.

如违约方未在上诉期限内提供纠正计划的，守约方可以依法解除订单中尚未履行的部分。

If the Defaulting Party is in breach of any of its obligations under the Remediation Plan for more than ninety (90) business days, the Order may be terminated in whole or in part by the Non-Defaulting Party, with respect to the uncompleted part of the Order only, by operation of law.

如违约方违反纠正计划内的任何义务超过九十（90）个营业日的，仅就订单尚未履行的部分而言，守约方可以依法解除订单之全部或部分。

The following cases are considered, without limitation, as a breach of a material obligation of a Party, giving rise to termination

下列情形（但不限于该等情形）视为一方实施的导致解除的实质性违约：

- (i) a delay in the performance of the contractual obligations of more than three (3) months. In the event of a delay caused by the Seller, it is specified that in any event, termination may not take place before the liquidated damages have reached the cap fixed in article 8 (Liquidated damages for delay);  
逾期履行合同义务超过三（3）个月。如因卖方导致逾期的，在违约金已达到第8条（逾期违约金）内约定上限之前，不得解除；
- (ii) breach of export control obligations as defined in article 15 (Compliance with international trade laws);  
违反第15条（遵守国际贸易法）界定的出口管制法规；
- (iii) breach of any obligation of confidentiality as defined in article 19 (Confidentiality);  
违反第19条（保密）界定的保密义务；
- (iv) breach of any intellectual property obligation as defined in article 18 (Intellectual Property Rights);  
违反第18条（知识产权）界定的任何知识产权义务；
- (v) breach of the obligations relating to the protection of Personal Data as defined in article 21 (Protection of personal data);  
违反第21条（个人数据保护）界定的关于保护个人数据的义务；
- (vi) any fraudulent act committed within the frame of the Order;  
在订单范围内实施任何欺诈性行为；
- (vii) Buyer's failure to pay after prior notice in accordance with Article 3.2 (Payment);  
根据3.2条（付款），买方收到通知后未予付款；
- (viii) violation of the obligations referred to in Article 23 (Anti-corruption and influence peddling).  
违反第23条（反腐败及滥用影响力）所述的义务。

**17.3** Termination of the Order shall not affect the rights or liabilities of either Party or the effectiveness or continued effectiveness of any provision of the Order which is expressly or by implication intended to take effect or remain in effect on or after the date of termination. Termination shall not prevent or delay payment of any amount due or payable by either Party and shall not affect the right of either Party to arbitration under article 25 (Dispute resolution).

订单解除不影响任一方的权利或责任，亦不影响明确约定或默认在解除之日或之后发生效力或保持效力的任何订单条款的效力或持续效力。解除并不免除或推迟任一方支付任何应付款项，也不影响任一方根据第25条（争议解决）申请仲裁的权利。

**17.4** If the Seller discontinues selling a Product, it shall notify the Buyer as soon as possible, but no later than three months prior to the date of discontinuation. Orders accepted by the Seller prior to the date of notification shall not be affected by the discontinuance. The Seller agrees to keep the Buyer informed within a reasonable time of the introduction on the market of new Products.

如卖方停止出售某项产品的，其应尽快通知买方，但通知不得迟于停止之日前三个月。通知之日前卖方已接受的订单不受影响。卖方同意在合理时间内，将引入市场的新产品通知买方。

## **18. INTELLECTUAL PROPERTY RIGHTS / 知识产权**

**18.1** Any Intellectual Property Right, title and interest in and to the Software and Documentation provided by the Seller to the Buyer under the Offer or in connection with the Order shall, subject to any rights of third parties, remain at any time exclusively vested in the Seller or its third-party licensors. Under no circumstances does these GTCS transfer ownership to the Buyer or to any other person.

卖方向买方提供的报价单项下或与订单相关的软件及文档的任何知识产权、所有权及权益，除受约于第三方权利外，应始终由卖方或其第三方许可人专有。本条款与条件绝未向买方或任何其他人士转让所有权。

**18.2** The Seller hereby grants to the Buyer a non-exclusive, non-transferable, non-assignable, license to use the Software and the associated Documentation, without the right to sublicense at any third party. This license shall not be deemed, presumed or construed to give or have given Buyer any ownership right in the Software and/or Documentation. This license is granted in the country where the Buyer has its registered address or any other geographical area specified in the Offer and for the duration of the use of the Product, the Software and Documentation by the Buyer, unless otherwise provided in the Offer.

卖方兹向买方授予一项使用软件及相关文档的非排他性、不可转让的许可，但无权向任何第三方分许可。该许可不得视为、推定或解释为向买方授予或已授予软件和/或文档的任何所有权。该许可的区域为买方注册地址所在国或报价单内指明的其他地理区域，许可期限为买方使用产品、软件及文档的期间，但报价单另行指明的除外。

When the Software is delivered as embedded into a Product, the Software shall only be used in conjunction with and as embedded into said Product.

如交付的软件嵌入产品的，软件应仅作为该产品的嵌入软件与该产品一并使用。

**18.3** Software components such as commercial off-the-shelf (COTS) software and Open Source Software owned by third parties and distributed with the Software alone or embedded into the Product shall remain subject to the terms and conditions of the supplier's original license or Open Source Software License.

软件中由第三方拥有并且与软件一起单独分销或嵌入产品之内的组成部分，例如商用现货（COTS）软件及开源软件，应始终适用供应方原许可或开源软件许可的条款与条件。

**18.4** Unless otherwise stipulated in the Offer or agreed by the Parties, the Software shall be supplied to the Buyer only in object code and in its latest available version.

除报价单内另行指明或双方另行同意外，软件应仅以目标代码形式提供给买方，且应提供最新可用版本。

**18.5** Unless otherwise agreed (such agreement to be in writing by a duly authorized representative of the Seller), the Buyer shall not perform any of the following with the Software or any associated Documentation, including, but not limited to, copying, reproducing, permitting to be reproduced, decompiling or otherwise reverse engineering, translating, modifying, disassembling, selling or distributing, posting on the Internet or any intranet, publishing, decoding, enhancing, adapting, merging or reducing the Software to source code or any other lower level language, in whole or in part. In the event that the Seller gives the Buyer written permission to perform any of the above with the Software or associated Documentation, the Buyer shall ensure that the Seller or the original supplier is identified as the author and shall include any applicable and/or appropriate copyright or other proprietary legend identifying Seller or the original supplier as the owner/author. Notwithstanding the foregoing, the Buyer may make one (1) back-up copy of the Software and associated Documentation for security purposes only.

除另行同意外（另行同意的，应由卖方授权代表签署书面协议），买方不得对软件或任何相关文档实施下列行为，包括但不限于：全部或部分复印、复制、允许他人复制、反编译或以其他方式反向工程、翻译、修订、拆解、出售或分销、在互联网或任何内联网上发布、公布、解码、改进、改编、合并软件、破解软件的源代码或任何其他较低级别的语言。如卖方书面允许买方对软件或相关文档实施任何上述行为的，买方应确保将卖方或原供应方指明为作者，且应提供任何相关和/或适当的版权或其他专有权说明，指明卖方或原供应方属于所有人/作者。尽管有上述约定，买方可以仅出于安全目的，制作软件及相关文档的一（1）份备份。

**18.6** In the event that the license is terminated as a result of a breach by the Buyer of the foregoing provisions, then the Buyer shall remove the Software from its machines and to return at its own expenses, or if necessary, destroy the Software and any back-up copies and associated Documentation and shall no longer access to any Service. This paragraph applies to all copies of the Software as it applies to the original copy.

如因买方违反上述约定导致许可终止的，则买方应从其机器上删除软件，并自担费用退回软件，或者，如有必要的，销毁软件及任何备份及相关文档，且不得再获得任何服务。本款适用于软件全部复制品，如同适用于原件一样。

**18.7** In the event that the Buyer requires further advice, assistance or information to achieve interoperability not warranted under the Order, the Buyer shall contact the Seller. If the Seller provides the Buyer with such information, then the Buyer shall use such information solely for the purpose of achieving interoperability, unless otherwise agreed and notified in writing by the Seller.

如为了实现订单项下未保证的互通性，买方要求提供进一步的建议、协助或信息的，买方应联系卖方。如卖方向买方提供了此类信息，则买方应将该信息仅用于实现互通性，卖方另行书面同意并告知的除外。

**18.8** The license granted in this article **Error! Reference source not found.8** (Intellectual Property Rights) shall be effective concomitantly with the entry into force of the Order as stipulated in article 2.2 (Order). The expiration or termination of the Order shall not relieve the Buyer of its obligations under this Article 18 (Intellectual Property Rights).

本第18条（知识产权）授予的许可应在第2.2条（订单）约定的订单生效时一并生效。订单届期或解除的，不免除第18条（知识产权）项下买方的义务。

**18.9** Always subject to article 16 (Liability - Insurance) and article 18.10, the Seller shall defend, at its expense, a third-party filed legal complaint, lawsuit or proceeding against the Buyer (hereinafter referred to as a "Claim") to the extent such Claim is based upon an allegation that the Products, Software and/or Documentation as of their delivery date, directly

and infringe in the country where the Buyer has its registered address any third-party Intellectual Property Rights (hereafter "IP Claim"). The Seller shall indemnify the Buyer for any final adverse judgment(s) by a competent court or an arbitration tribunal, settlements and reasonable attorney fees resulting from an IP Claim. The foregoing obligations are conditioned on Buyer: (i) notifying the Seller promptly in writing of the IP Claim; (ii) giving the Seller sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and assisting in such defense.

在始终受约于第16条（责任-保险）及第18.10条的前提下，如任何第三方主张，产品、软件和/或文档从交付之日起，在买方注册地址所在国直接侵犯第三方知识产权（以下简称“知识产权索赔”），且第三方基于该主张，针对买方提起法律诉讼、诉讼或法律程序的（以下简称“索赔”），卖方应自担费用进行抗辩。就因知识产权索赔导致有关法院或仲裁庭做出的最终不利判决、达成的和解及合理律师费，卖方应为买方提供赔偿。上述义务的前提条件是：（i）买方应及时向卖方书面通知知识产权索赔；（i）买方应向卖方授予对知识产权索赔进行抗辩以及任何相关和解谈判的完全控制权；以及（iii）买方应就上述抗辩提供合作及协助。

**18.10 The Seller's does not provide any warranty and its liability is expressly excluded:**

关于下列情形，卖方并未提供任何保证，且明确免责：

- (i) for Products/Software/Documentation for which the Seller has not obtained a similar warranty from its supplier;  
卖方并未从其供应方取得类似保证的产品/软件/文档；
- (ii) if the infringement results from the combination or association of the delivered Products/Software/Documentation with any other product or equipment;  
将产品/软件/文档与任何其他商品或设备进行合并或组合而导致侵权；
- (iii) if the infringement results from a modification of all or part of the Products/Software/Documentation resulting from any intervention without the written authorization of the Seller;  
未经卖方书面授权，擅自修改产品/软件/文档之全部或部分而导致的侵权；
- (iv) whether the Product/Software has been manufactured to the Buyer's specifications;  
根据买方规范而制造产品/软件的；
- (v) if the infringement results from a use of the Product and/or Software that does not comply with its specifications;  
and or;  
并未按照其说明书使用产品和/或软件引起的侵权；和/或
- (vi) if the IP claim is based upon an allegation that the Products/Software/Documentation infringe any Standard Essential Patent i.e. a patent claiming technology that is Essential to comply with a Technical Standard'. For the purpose of this section vi), "Essential" means, with respect to a patent claim in relation to a Technical Standard, that it is not possible on technical (where "technical" does not include and is not otherwise construed to mean "commercial") grounds to implement the specifications of such Technical Standard without practicing such claim. 知识产权索赔是基于产品/软件/文档侵犯任何标准必要专利的主张而提起的，标准必要专利即：对遵守技术标准所必要的技术提出权利主张的专利。在本款内，关于技术标准有关的专利权利主张而言，“必要”是指，为了执行该技术标准的规范，如不实施该项权利主张，则在技术上是不可行的（其中，“技术”不包括且不得另行解释为“商业”）。“Technical Standard” shall mean any technical specification which sets forth certain technical requirements a product shall comply with, in order to perform a specific technical functionality, regardless of whether such specification was developed and/or published by a standardization organization or any other group of companies or a single company. Such technical specifications include, without limitation in particular cellular standards (such as GSM, GPRS, EDGE, UMTS(3G), 4G LTE, 5G), Video Codecs (such as H.265 H.264, H.263, MPEG2, MPG3, MPEG4, DIVX) and Audio Codecs (such as WAV, MP3, MP2, AAC, AMR-NB, AMR-WB, MIDI, Vorbis, APE, AAC-plus v1, AAC-plus v2, FLAC, WMA, ADPCM) as well as any Bluetooth standards, WAP standards and WIFI standards.  
“技术标准”是指规定了某项产品应当遵守特定技术要求，以便实施特别技术功能的任何技术规范，不考虑该规范是否由标准化组织或任何其他公司集团或单家公司开发和/或发布的。此类技术规范尤其包括但不限于蜂窝技术标准（例如GSM、GPRS、EDGE、UMTS(3G)、4G LTE、5G）、视频编码器（例如H.265、H.264、H.263、MPEG2、MPG3、MPEG4、DIVX）及音频编码器（例如WAV、MP3、MP2、AAC、AMR-NB、AMR-WB、MIDI、Vorbis、APE、AAC-plus v1、AAC-plus v2、FLAC、WMA、ADPCM）以及任何蓝牙标准、WAP标准及WIFI标准。

**18.11 In the event that a court or arbitrator finally determines that there has been an infringement of Intellectual Property Rights of a third party or should Seller consider that the Product, Software and/or Documentation could be the subject of an infringement claim or lawsuit, the Seller may choose at its own expenses one of the following: (i) obtain the necessary license of rights for the Buyer to continue to use Product, Software and/or Documentation concerned, or (ii) modify or replace the infringing Product, Software and/or Documentation in order to avoid the infringement or (iii) terminate the concerned Order(s).**

如法院或仲裁员最终认定，已侵犯第三方知识产权，或者，如卖方认为，产品、软件和/或文档可能成为侵权索赔或诉讼的对象，则卖方可以自担费用选择以下某一措施：（i）为买方取得继续使用相关产品、软件和/或文档的必要许可权利，（ii）修改或替换侵权产品、软件和/或文档，以避免侵权，或（ii）解除相关订单。

**18.12 The foregoing constitutes the entirety of the Seller's commitments to the Buyer in the event of disputes and/or infringement arising from the Intellectual Property Rights of third parties relating to the Products, Software and/or Documentation supplied by the Seller.**

因第三方知识产权而引起涉及卖方所供应的产品、软件和/或文档的争议和/或侵权时，上述措施构成卖方向买方承担的全部义务。

## **19. CONFIDENTIALITY / 保密**

The Buyer shall keep all information received from the Seller in connection with the Offer and resulting from the Order (hereinafter referred to as the "Information") in strict confidentiality and shall not disclose the Information in whole or in part to any person other than Buyer's employees on a need-to-know basis for the purpose of making an internal evaluation of the Offer or, if applicable, installing, operating and/or maintaining the Product/Software in the performance of the Order. Any other disclosure shall be subject to the prior written consent of the Seller.

关于从卖方收到的与报价单相关的及订单产生的全部信息（以下简称“信息”），买方应严格保密，除为了对报价单进行内部评估或（如适用）履行订单中安装、操作和/或维护产品/软件而需要知悉信息的买方员工之外，不得向任何人披露全部或部分信息。任何其他披露须经卖方事先书面同意。

The Buyer shall comply with the provisions this article 19 (Confidentiality) for a period of five (5) years from the date of issuance of the Offer and, in the event an Order is entered into between the Parties: (i) during the performance of the Order and (ii) for a period of five (5) years from the date of completion of the last obligation of the Order or from the termination of the Order pursuant to Article 17 (Termination).

买方遵守本第19条（保密）的期限为发出报价单之日起五（5）年，并且，如双方签订任何订单的，保密期如下：（i）履行订单期间，以及（ii）完成订单最后义务之日起五（5）年，或根据第17条（解除）解除订单起五（5）年。

## **20. ASSIGNMENT AND CHANGE OF CONTROL / 转让及控制权变更**

**20.1** Neither Party shall be entitled to transfer to a third party all or any of its rights and obligations arising from or related to the Order without the express prior consent of the other Party, which consent shall not be unreasonably withheld.

未经对方事先书面同意（但不得无理拒绝同意），任一方均不得向第三方转让订单引起的或相关的其任何或全部权利及义务。

Notwithstanding the foregoing, the Seller may freely assign or transfer to any Affiliate any or all of its rights and obligations arising from or related to the Order.

尽管有上述约定，卖方有权自行向任何关联人转让订单引起的或相关的其任何或全部权利及义务。

The Parties agree that the assignment of the Order releases the assignor for the future.

双方同意，订单的转让将免除转让方将来的责任。

**20.2** In the event of the sale of the Buyer's business, spin-off or demerger absorption, merger, acquisition of his company or in the event of a change in the control of the Buyer's company:

如买方业务出售、其公司分拆或分解吸收、兼并、收购，或买方公司的控制权发生变更：

(i) creating a conflict of interest, in particular in the event of a change of control of the Buyer in favor of a direct competitor of the Seller in the field of Products and Services, and/or

导致利益冲突，尤其是买方的控制权变更后，有利于产品及服务领域内卖方的直接竞争对手，和/或

(ii) showing an ethical risk resulting from allegations of an ethical reputation against the potential new buyer,

由于道德声誉的主张，产生对潜在新买家不利的道德风险，

the Seller may terminate the Order by registered letter with acknowledgement of receipt, without liability to the Buyer, such termination to take effect on the day following the date of receipt of such notice. It is expressly understood that the term "change of control" referred to above means the direct or indirect acquisition by a third party of more than fifty percent (50%) of the share capital or voting rights.

此时，卖方可以通过挂号信（附回执）解除订单，且不向买方承担责任，该解除应在买方收到该通知之日的次日发生效力。双方明确理解，上述“控制权变更”一语是指第三方直接或间接取得超过50%的股份或表决权。

## **21. PROTECTION OF PERSONAL DATA / 个人数据保护**

**21.1** Where the Seller processes Personal Data on behalf of the Buyer in connection with the Order, the following provisions shall apply.

如卖方因为订单代表买方处理个人数据的，应适用以下约定。

The Parties agree to comply with their respective obligations under all applicable Personal Data protection laws and regulations, (including Personal Information Protection Law of China and Regulation (EU) 2016/679 on the protection of

natural persons with regard to the processing of Personal Data and on the free movement of such data (GDPR)), which apply in the performance of the Order ("Regulations").

双方同意遵守所有适用的个人数据保护法律法规（包括中国《个人信息保护法》及欧盟第2016/679号关于保护自然人个人数据处理及个人数据自由流动的条例）《通用数据保护条例》）规定的各自义务，该等法律法规在履行订单时应予适用（“个人数据保护法规”）。

With respect to Personal Data made available to the Seller by the Buyer for the purpose of providing the Products, Software and/or Services under the Order, the Buyer shall act as the "data controller" and the Seller shall process the Personal Data on behalf of the Buyer.

关于因提供订单项下产品、软件和/或服务，买方向卖方提供的个人数据，买方应作为“数据控制人”，卖方应代表买方处理个人数据。

Acting as a "Data processor", the Seller shall process the Buyer's Personal Data in accordance with the Buyer's documented instructions as described in the Offer, the Order or any other document drawn up by mutual agreement of the Parties and for no other purpose than those expressly defined and approved by the Buyer, unless it is required to do so by the law of the European Union, the law of the Member State, or other applicable laws to which it is subject. In this case, the Seller shall inform the Buyer of this legal obligation prior to processing, unless applicable law prohibits such information on important public interest grounds.

卖方作为“数据处理人”，应按照报价单、订单或双方一致同意拟定的任何其他文件所述的买方书面指示处理买方的个人数据，且除买方指明并批准的目的之外，不得出于任何其他目的处理个人数据，除非对卖方适用的欧盟法律或成员国法律或其他适用法律要求其处理。此种情形下，卖方应在处理前将其法定义务通知买方，除非适用法律基于重大公共利益而禁止该通知。

The Offer, the Order or any other document agreed upon by the Parties shall define the processing activities carried out by the Seller on behalf of the Buyer, the purpose and duration of said processing, the categories of Personal Data processed and the categories of persons concerned. If the Seller uses subcontractors, they shall also be mentioned.

报价单、订单或双方一致达成的任何其他文件应明确卖方代表买方进行的处理活动、处理目的及期间、所处理的个人数据的类别以及相关数据主体的类别。如卖方聘请了分包商的，也应述及分包商。

The Buyer undertakes and warrants that, where required by the Regulations, it has obtained any authorization required by any competent authority and/or the consent of the person concerned, prior to disclosing any Personal Data to the Seller.

买方承诺并保证，如个人数据保护法规要求的，在向卖方披露任何个人数据之前，买方已经取得任何有关机构要求的授权和/或相关数据主体的同意。

If, under the Regulations, specific obligations are imposed on the Seller, such as technical requirements, these requirements will be quoted by the Seller and agreed between the Parties.

如根据个人数据保护法规，卖方承担特定义务的（例如技术要求），卖方应就该等要求报价，并由双方达成一致。

The Seller shall ensure that it has implemented appropriate technical and organizational measures to ensure an adequate level of security for the Buyer's Personal Data in accordance with Article 32 of the GDPR.

卖方应确保其根据GDPR第32条制定适当的技术和组织措施，以确保买方个人数据处于适当的安全级别。

In addition, the Seller shall:

此外，卖方应

- (i) ensure that the persons authorized to process the Buyer's Personal Data are subject to confidentiality obligations and that its subcontractors respect the same obligations as those defined in this Article;  
确保被授权处理买方个人信息的人员承担保密义务，并承诺其分包商遵守与本条款规定的相同的义务；
- (ii) assist the Buyer, at the Buyer's expense, through appropriate technical and organizational measures, to the extent possible, taking into account the nature of the processing activities, in fulfilling its obligation to respond to requests from data subjects to exercise their rights under the data protection regulations applicable in connection with the performance of the Order;  
在考虑处理活动的性质的情况下，尽可能通过适当的技术和组织措施，协助买方（费用由买方承担）履行数据保护法规中规定的对数据主体提出的权利请求作出回应的义务；
- (iii) immediately inform the Buyer if, in the Seller's opinion, an instruction from the Buyer concerning the processing of the Buyer's Personal Data constitutes a breach of the data protection regulations applicable in connection with the performance of the Order;  
如果其认为买方关于处理买方个人数据的指示违反了任何适用的数据保护法规，立即书面通知卖方；
- (iv) make available to the Buyer, at the Buyer's expense, all information necessary to demonstrate compliance with the obligations under Article 28 of the GDPR and, subject to two (2) weeks' notice, authorize and contribute to audits carried out by the Buyer or by an independent third party appointed by the Buyer and approved by the Seller;  
向买方提供所有必要信息证明其已遵守GDPR第28条规定的义务（费用由买方承担），并在提前两（2）周通知卖方的前提下，允许并协助卖方或买方指定并经卖方批准的独立第三方进行的审计；

- (v) given the nature of the processing activities and the information available to the Seller, assist the Buyer, at the Buyer's expense, in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR;  
在考虑处理活动的性质和卖方获得的信息的情况下，协助买方以确保买方遵守GDPR第32条至36条规定的义务，费用由买方承担；
- (vi) delete or return to the Buyer all of Buyer's Personal Data and destroy existing copies at the end of the applicable retention period, unless otherwise required by applicable law;  
除非适用法律另有要求，在适用的保留期限结束时，删除或返还所有买方个人数据，并销毁现有副本；
- (vii) not transfer the Buyer's Personal Data outside the European Economic Area, if applicable, or any particular geographical location as per applicable local legislation, without the Buyer's prior express consent; and  
未经买方事先书面明确同意，不得将买方个人数据转移出欧洲经济区（如适用），或根据适用的当地法律转移到特定地理位置以外，以及
- (viii) notify the Buyer of Personal Data breaches, as defined by the GDPR, as soon as possible after becoming aware of them.  
发现GDPR规定的个人数据泄露后尽快通知买方。

The Buyer grants the Seller general permission to share the Buyer's Personal Data with its subcontractors, it being understood that the Seller undertakes to inform the Buyer of any change in subcontractors by any means (including by email), thus giving the Buyer the right to object to such change, for legitimate reasons and within thirty (30) calendar days following receipt of the Seller's notification.

买方在此授予卖方及其分包商共享买方个人数据的概括授权，双方理解卖方应将分包商的任何变更通知买方以确保买方有机会基于合法理由于收到卖方通知之日起三十（30）个日历日内以书面形式反对此类变更。

The Seller shall remain fully responsible to the Buyer for the performance of the obligations of its subcontractors.  
卖方就分包商的行为向买方承担全部责任。

**21.2** In accordance with the authorization expressly granted by the Buyer in article 11.2 (Data made available to the Seller by the Buyer), the Seller shall be entitled to re-use for its own purposes as described in Article 11.2 (ii) and 11.2 (iii) (hereinafter the "Subsequent Data Processing"), the Personal Data which is made available to it by the Buyer in the course of the performance of the Order.

根据第11.2条（买方向卖方提供的数据）买方的明确授权，卖方有权为第11.2（ii）及 11.2（iii）条所述的自身目的（简称“后续数据处理”）再次使用履行订单中买方向其提供的个人数据。

In this respect, the Buyer undertakes to inform the persons concerned of the transmission of their Personal Data to the Seller for the purpose of carrying out the Subsequent Data Processing, to obtain their consent when it is required by the Regulations and to provide proof thereof to the Seller, upon request.

The Seller, in its capacity as "Data controller", undertakes to comply with the Regulations applicable to it for the performance of the Subsequent Data Processing.

就此，买方承诺向相关数据主体告知为了进行后续数据处理而向卖方移交其个人数据，并在个人数据保护法规要求时，取得数据主体的同意，并按照请求向卖方提供已经取得该同意的证据。

卖方以“数据控制人”的身份，承诺在实施后续数据处理时，遵守其适用的个人数据保护法规。

## **22. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT / 废弃电子及电气设备**

**22.1** Under Directive 2012/19/EU on waste electrical and electronic equipment (hereinafter referred to as "WEEE"), Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment and their transposition into national laws and/or regulations, the responsibility for the costs of managing WEEE can be transferred from the Seller to the Buyer.

根据废弃电子电气设备（“WEEE”）指令2012/19/EU、关于在电子电气设备中限制使用某些有害物质指令2011/65/EU以及适用的国家同类立法或法规，对于WEEE的管理成本的责任可以从卖方转移到买方。

**22.2** Unless otherwise agreed in writing by the Parties, the Buyer hereby accepts this responsibility and shall, accordingly: 除非双方另有书面约定，买方在此接受该责任，并因此：

- (i) assume the costs of collection, treatment, recovery and environmentally sound disposal of (i) all WEEE from or derived from the Products and (ii) all WEEE from or derived from products already on the market on August 13, 2005 (the Historic Waste), if such products are to be replaced by the Products and if such products are equivalent to the Products or perform the same function as the Products;  
负责承担以下各项的收集、处理、回收和无害环境处置产生的费用：（1）由产品产生或衍生的所有WEEE，以及
- （2）由2005年8月13日已在市场上上市产品（历史废弃物）所产生或衍生的所有WEEE，如该等产品将被本合同项下同等类型或相同的功能产品替代；

- (ii) comply with the additional obligations imposed on users by the WEEE regulations.  
遵守WEEE法规对用户规定的所有额外义务。

**22.3** The aforementioned obligations shall be flow-downed by the Buyer to the distributors (within the meaning of the aforementioned directives) and by the distributor to the end user of the electrical and electronic equipment, always under the responsibility of the Buyer. Failure by the Buyer to comply with the aforementioned obligations may result in the application of criminal sanctions, as provided for by the national laws and/or regulations transposing the said directives. 上述义务应由各环节的买方转移给分销商（上述指令意义内），并由分销商转移给电子电气设备的最终用户，但始终由买方负责。买方不遵守上述义务可能导致适用的国家同类立法和/或条例中规定的刑事制裁。

## **23. ANTI-CORRUPTION AND INFLUENCE PEDDLING / 反腐败和滥用影响力**

**23.1** The Parties shall always act in accordance with the national and foreign laws and regulations applicable to the prevention and detection of risks of corruption and influence-peddling, and in particular French law No. 2016-1691 of 9 December 2016 on transparency, anti-corruption and the modernisation of the economy (the "Sapin II Law").

双方应遵守国内外反腐败和滥用影响力的法律法规，特别是2016年12月9日第2016-1691号法国法律《关于提高透明度、反腐败以及促进经济生活现代化的反腐败法案》（《萨宾第二法案》）。

Whether directly or via third parties, neither Party shall propose to any person, or shall accept from any person, any offer, promise, donation, gift or benefit of any kind which would be linked to a misuse that would be made by that person, or that has already been made by that person, of his/her real or supposed influence with a view to obtaining, for itself or for others, a distinction, a job, a contract or any other favorable decision.

不论是直接还是通过第三方，任何一方均不得向任何人提出，也不得从任何人处接受任何要约、承诺、捐赠、礼物或任何形式的利益，可能使得相关人员将会或已经滥用其真实或假定的影响力以求为自己或他人获得区别、工作、合同或任何其他有利决定。

Neither Party shall solicit or accept for itself any offer, promise, donation, gift or benefit of any kind, for the purpose of misusing its influence with a view to making or obtaining any favorable decision.

任一方均不得为自身索取或接受任何要约、承诺、赠予、礼物或任何形式的利益，以滥用其影响力来做出或获得任何有利决定。

Each of the Parties declares that it has implemented a compliance program that meets the requirements of the Sapin II Law, insofar as it is subject to it.

各方均声明其已经实施满足《萨宾第二法案》各项要求的合规程序，到目前为止其遵守该要求。

**23.2** Each of the Parties hereby represents and warrants that none of its legal representatives is, or has been for the last three years, or will be at any time during the term of the Order, a Politically-Exposed Person who might, thanks to his/her function or mission, influence the position to be taken by him/herself or the end-customer within the frame of the performance of the Order. In case where, during the term of the Order, either Party would become aware of any circumstance likely to put into question this representation and warranty, it would have to promptly inform the other Party thereof.

各方在此声明并保证，其法定代表在过去三年内或在订单有效期内的任何时候，均不是由于其职务或使命而在地你订单履行过程中会对其本人或最终客户的立场产生影响的政治敏感人物。如果在本协议有效期内，任何一方意识到任何可能对本声明和保证产生疑问的情况，必须立即通知另一方。

In the meaning of the foregoing provision:

上述条款中：

"Legal representative" means any of the directors and managing officers of either Party, of the company (or companies) controlling that Party and of the ultimate beneficiaries of that Party.

“法定代表”是指任何一方、控制该方的公司以及该方最终受益人的任何董事和管理人员。

"Politically Exposed Person" (or "PEP") means any natural person who is either an "Initial PEP" or, by extension, a "Relative" to an Initial PEP:

“政治敏感人物”（或“PEP”）是指“政治敏感人物本人”或政治敏感人物本人的“亲属”：

- (i) an Initial PEP is a person who cumulatively fulfils the following two criteria:

政治敏感人物本人是指同时满足以下两个标准的人：

- on the one hand, is a "Public Official" or a senior official of a state-owned enterprise or publicly-owned company or of a political party, in the Buyer's / end-customer's country, who is currently exercising his/her functions or who has held such a position in the last three (3) years;

一方面，是指目前或在过去三（3）年内担任客户/最终客户所在国的“公职人员”或国有企业或公有公司或政党的高级官员职务。

- and on the other hand, this person, by virtue of his/her function or mission (past or current), is able to influence the Buyer's / end-customer's final decision regarding the award of a contract, or is able to influence the position to be taken by the Buyer or the end-customer within the frame of the performance of a contract.  
另一方面，此人凭借其过去或当前的职能或使命，能够影响客户/最终客户关于授予合同的最终决定或者客户/最终客户与合同履行有关的立场。

(ii) A Relative of an Initial PEP is any one of the following people:

政治敏感人物本人的亲属是以下任何人：

- parents, brothers and sisters, children of the Initial PEP, as well as the spouse(s), recognized partner(s) or companion(s) of these children;  
政治敏感人物本人的父母、兄弟姐妹、子女，及其子女的配偶、公认的伴侣或伴侣；
- spouse, recognized partner or companion of the Initial PEP, as well as the ascendants and descendants of this spouse, recognized partner or companion of the Initial PEP;  
政治敏感人物本人的配偶、公认的伴侣或伴侣，以及其配偶、公认的伴侣或伴侣的长辈和后代；
- persons closely associated with the Initial PEP, that is to say any person who is widely and publicly known to have close links, in particular business links, with the Initial PEP, including the beneficial owner of a legal entity, of a legal person or of a legal device held jointly with the Initial PEP or known to have been established for the benefit of the Initial PEP.  
与政治敏感人物本人密切相关的人，即众所周知与政治敏感人物本人有密切联系，特别是业务联系的人，包括法人实体的受益人，或与政治敏感人物本人共同持有的或众所周知的为政治敏感人物本人的利益而设立的法人实体或法人机构的受益人。

“Public Official” means any natural person who cumulatively fulfils the following two criteria:

“公职人员”是指同时满足以下两个标准的任何自然人：

(i) On one hand, this person:

一方面，此人：

- holds a legislative mandate or occupies an administrative, military or judicial position in the Buyer's / end-customer's country, whether by appointment or by election, on a permanent or temporary basis, with or without remuneration; or  
在客户/最终客户所在国担任立法、行政、军事或司法职务（无论该职务是通过任命还是选举、长期或是临时的、有报酬或无报酬）；或
- exercises a public function, as a public official or as a public agent, at any hierarchical level whatsoever, including within a public company or a national or international public body; or  
在任何层级以公职人员或公众代理人的身份行使公共职能（包括在公共实体、国家或国际公共机构内）；或
- provides a public service or acts as a public official, depending on the meaning that the law in force in the Buyer's / end-customer's country gives to these terms;  
根据客户/最终客户所在国现行法律提供公共服务或担任公职的人员；

(ii) And on the other hand, this person:

另一方面，此人

- is or appears to be, by virtue of his/her function or mission (past or current), able to influence the Buyer's / end-customer's final decision regarding the award of a contract, or  
由于其职能或使命（过去或现在），能够影响或看起来能够影响客户/最终客户关于授予合同的最终决定，或
- is able to influence the position to be taken by the Buyer or the end-customer within the frame of the performance of a contract.  
能够影响客户或最终客户与履行合同有关的立场。

**23.3** Any violation by the Buyer of any provision of this Article shall be deemed a material breach by it of its contractual obligations, and shall entitle the Seller either to suspend the performance of the Order as long as the breach is not satisfactorily remedied or to terminate the Order immediately, and this without prejudice to any other remedy to which it may be entitled as per contractual provisions and/or at law.

买方对本条款任何规定的违反，均应被视为对其合约义务的重大违约。卖方有权在不影响其依据合约和/或法律规定可能有权获得的任何其他救济的前提下，暂停订单执行（在该违约未得到令其满意的补救时）或立即终止订单。

## 24. APPLICABLE LAW / 适用法律

The Offer, the Order, the GTCS and any other document relating to the Order shall be governed by and construed in accordance with the laws of the People's Republic of China, to the exclusion of any conflict of laws provisions. The application of the 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

报价、订单、通用销售条款与条件和与订单的相关任何其他文件应受中华人民共和国法律管辖并依其解释，但不包括任何法律冲突条款，且不适用 1980 年《联合国国际货物买卖公约》的约定。

## 25. DISPUTE RESOLUTION / 争议解决

In the event of any dispute arising out of or relating to the Order, the Parties shall use their best efforts to settle such dispute amicably in accordance with their respective management.

如发生订单引起的或与之相关的任何争议的，双方应由其各自管理层尽最大努力友好解决该争议。

Any dispute arising from or in connection with the Order shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission (Arbitration Center) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

订单引起的或与之相关的任何争议应提交给中国国际经济贸易仲裁委员会（简称“贸仲委”）上海分会（仲裁中心），根据申请仲裁之时贸仲委有效的仲裁规则进行仲裁。仲裁裁决是终局性的，对双方均具约束力。

The place of arbitration shall be Shanghai, P.R. China.

仲裁地点为中国上海。

The arbitration proceedings shall be confidential.

仲裁程序应当保密。

The Buyer, if a state or governmental entity, hereby irrevocably waives all immunity from jurisdiction and of execution.

如买方是国家或政府机关的，买方兹不可撤销地放弃司法管辖及执行的全部豁免权。

## 26. AUDITS / 审计

In the event that the Buyer wishes to audit the Seller regarding the performance of any or all of the obligation under the Order, the Buyer shall give the Seller prior written notice of its request with at least fifteen (15) business days' notice. The Seller shall review the request within five (5) business days.

如买方希望对卖方履行订单项下任何或全部义务的情形进行审计的，买方应至少提前十五（15）个营业日将其请求书面通知卖方。卖方应在五（5）个营业日内审查审计请求。

The Seller reserves the right to refuse any audit request from the Buyer.

卖方有权拒绝买方提出的任何审计请求。

In the event of confirmation by the Seller of the feasibility of the audit and of the applicable conditions, particularly with regard to the scope that may be the subject of the audit, the Parties agree that:

如卖方确认审计可行及相关条件的，尤其是关于审计范围的条件，双方同意：

- (i) The audit will be carried out by an independent third party chosen and validated by mutual agreement between the Parties;  
应由双方达成一致意见后选定并确认的独立第三方进行审计；
- (ii) Auditors shall (i) sign a confidentiality and non-disclosure agreement and (ii) comply with security and confidentiality measures required by the Seller as part of the audit;  
审计人应当：（i）签署保密及不得披露协议，以及（ii）遵守卖方要求的作为审计组成部分的安全及保密措施；
- (iii) The audit can only be conducted once per calendar year and only during the standard opening hours and days of the audited site;  
每个公历年度只能进行一次审计，且只能在被审计场所的正常开放日期及时间内进行审核；
- (iv) The audit will be carried out at the Buyer's expense;  
审计费用由买方承担；
- (v) The duration of the audit will be limited to three (3) working days;  
审计期间应限于三（3）个工作日；
- (vi) The audit may only cover the last twelve (12) months of activity prior to the beginning of the audit;  
审计只能针对开始审计之前十二（12）个月内的活动；

(vii) Carrying out the audit shall in no way disrupt the Seller's business;

审计不得干扰卖方的业务;

(viii) In particular, the audit shall not include (i) any data or information protected by confidentiality, particularly that relating to other customers and/or prospects of the Seller, (ii) any financial or accounting data (cost structure, etc.), (iii) any other information that is not relevant to the purpose of the audit and the scope of the Order.

尤其说明, 审计范围不包括: (i) 受到保密保护的任何数据或信息, 尤其是关于卖方其他客户和/或前景的数据或信息, (ii) 任何财务或会计数据(成本结构等), (iii) 与审计目的及订单范围无关的任何其他信息。

The Buyer shall inform the Seller of the findings of the audit report. At the Seller's request, the audit report shall be presented by the Buyer at a steering committee meeting or other mutually agreed forum.

买方应将审计报告的调查结果通知卖方。经卖方请求, 买方应在指导委员会会议或双方同意的其他讨论会上提交审计报告。

The Parties agree that the audit report will be confidential.

双方同意, 审计报告应当保密。

If the conclusions of the audit contain recommendations that result in changes to the rules and procedures audited, the Parties shall agree on the possible implementation of these recommendations and shall formalize this implementation by signing an amendment to the Order.

如审计结论中建议变更被审计的规则及流程, 双方应就执行该等建议的可行方案达成一致, 并通过签署订单修订协议确定该执行方案。

## **27. Language / 语言**

This GTCS is made in English and Chinese. In case of any discrepancy between the Chinese and English versions of this Contract, the Chinese version shall prevail.

本通用销售条款与条件使用中文和英文两种语言文本。本通用销售条款与条件中、英文版本如有不一致之处, 以中文版本为主。

## **28. MISCELLANEOUS / 其他约定**

### **28.1 Amendments / 修订**

The Order may only be amended by a written amendment duly signed by the authorized representatives of each of the Parties.

订单的任何修订须经双方授权代表签署书面修订协议方为有效。

Any new request from the Buyer shall be evaluated by the Seller and shall be the subject of a technical and commercial offer from the Seller. After negotiation, an amendment to the Order shall be concluded between the Parties.

买方提出的任何新的请求应由卖方评估, 并作为卖方提交的技术及商业报价单的标的。经协商后, 双方应达成订单的修订协议。

No change in the Order shall be taken into account by the Seller until the amendment has been signed by the Parties.

双方签署修订协议之前, 卖方不考虑订单的变更。

The standards, laws and regulations applicable to the Order shall be the standards, laws and regulations applicable on the date of submission of the Offer by the Seller or such other date as the Parties may agree.

适用于订单的标准、法律及法规应为卖方提交报价单之日或双方同意的其他日期所适用的标准、法律及法规。

In the event of a change in the standards, laws or regulations to which the Order refers, the impact of such change shall be borne by the Buyer.

如订单适用的标准、法律或法规发生变更的, 该变更的影响应由买方承担。

### **28.2 Partial invalidity / 部分无效**

If any provision of the Order, the Offer or the GTCS is held by a competent authority to be invalid or unenforceable, such provision shall be deemed to be unwritten while the remaining provisions shall continue to be valid and in full force and effect. If any institution determines that the order, quotation or any provision of the conditions is invalid or unenforceable, the provision shall be deemed deleted, and the other provisions shall remain valid.

Notwithstanding the foregoing, the Parties undertake to negotiate in good faith to agree on a mutually satisfactory provision to replace the provision deemed null and void or unenforceable.

尽管有上述条款, 双方承诺基于诚信进行协商, 就双方满意的替代条款达成一致, 以替代被认定无效或不能执行的条款。

### **28.3 Title of the articles / 条款标题**

The Article titles used in the GTCS are for convenience only and shall not be used to interpret the provisions of the GTCS.  
本条款与条件内使用的标题仅供方便参考，不用于解释本条款与条件的约定。

#### **28.4 Survival / 存续**

The following clauses of the GTCS shall survive expiration or termination of the Order: article 4 (“Taxes”), article 18 (“Intellectual Property Rights”), article 19 (“Confidentiality”), article 24 (“Applicable law”), article 25 (“Dispute resolution”).  
本条款与条件的以下条款在订单届期或解除后存续有效：第4条（“税收”）、第18条（“知识产权”）、第19条（“保密”）、第24条（“适用法律”）及第25条（“争议解决”）。