

General Purchase Conditions / 一般采购条件

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1. INTERPRETATION

1.1 In these Terms and Conditions unless the context requires otherwise:

- (a) "Buyer" means the David Brown Santasalo company which issues the Purchase Order and its successors and assigns.
- (b) "Contract" means the contract between the Buyer and the Supplier, consisting of the Purchase Order, these Terms and Conditions and any other documents, or parts thereof, including drawings, which are specified in the Purchase Order.
- (c) "Goods" means all goods (to be) supplied by Supplier under or in connection with the Purchase Order and any deliverables resulting from Service (including, in either case, any part of them).
- (d) "Purchase Order" means the Buyer's purchase order to which these Terms and Conditions shall apply.
- (e) "Services" means all services (to be) performed by the Supplier under or in connection with the Purchase Order.
- (f) "Supplier" means the person, firm or company to whom the Purchase Order is issued and its successors and assigns.
- (g) "First Use Date" means, in the case of Goods purchased for the purpose of being integrated into the Buyer's own goods, the date on which the Buyer's goods are first commissioned or, in the case of all other Goods, the date on which the Goods are delivered to the Buyer's customer.

1.2 Where "in writing" is used, this includes communication via e-mail or fax.

2. SCOPE OF CONTRACT

2.1 The Purchase Order constitutes an offer by the Buyer to purchase Goods and Services from the Supplier in accordance with the terms of the Purchase Order and these Terms and Conditions. In the event of a conflict between the Purchase Order and these Terms and Conditions of Purchase, the terms of the Purchase Order shall prevail.

2.2 The Purchase Order shall be deemed to be accepted on the earlier of:
(a) the Supplier issuing a written acceptance of the Purchase Order;
or
(b) any act by the Supplier consistent with fulfilling the Purchase Order;

at which point the Contract shall come into existence.

2.3 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate (whether on quotations, acknowledgements, catalogues or any other correspondence from the Supplier, including correspondence both pre- and post-dated from the placement of the Purchase Order), or which are implied by trade, custom, practice or course of dealing. However, these Terms and Conditions do not apply to sales of goods or services which are already covered by an existing agreement which is signed by both the Buyer and Seller.

3. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

3.1 The Supplier shall deliver the Goods and perform the Services during regular business hours (as applicable at the place of delivery/performance) in accordance with the time schedule in the Contract. The Supplier shall furnish such programmes of manufacture and delivery as the Buyer may reasonably request. Unless otherwise agreed in the Contract, the Supplier shall deliver the Goods in accordance with Incoterms 2010 "DDP" and the Contract to the destination specified in the Contract.

3.2 Time is of the essence for performance of the Contract by the Supplier. Without prejudice to any other rights or remedies available to it, the Supplier shall inform the Buyer in writing without delay if circumstances become apparent which indicate that the agreed time for delivery of Goods or performance of Services will not be met.

3.3 If the Supplier fails to deliver the Goods and/or perform the Services by the agreed time, the Buyer shall, without limiting or affecting the other rights or remedies available to it, have the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier but without any further liability to Supplier;

1. 释义

1.1 在本条款和条件中，除非上下文另有所指，下列用语的含义如下：

- (a) "买方"是指签发采购订单的 David Brown Santasalo 公司及其继承人和受让人。
- (b) "合同"是指买方和供应商之间签订的合同，包括采购订单、本条款和条件以及采购订单中指定的任何其他文件或其中的一部分（含图纸）。
- (c) "货物"是指供应商根据采购订单或与采购订单相关的所有（将要）提供的货物以及由服务产生的可交付成果（在任何一种情况下，均包含其中的任何部分）。
- (d) "采购订单"是指本条款和条件适用的买方采购订单。
- (e) "服务"是指供应商根据采购订单或与采购订单相关的所有（将要）提供的服务。
- (f) "供应商"是指签发采购订单的个人、公司企业及其继承人和受让人。
- (g) "首次使用日期"是指，对于集成至买方本身货物中而购买的货物，买方货物首次调试的日期；或者，对于所有其他货物，是指货物交付给买方的客户的日期。

1.2 "书面形式"包括通过电子邮件或传真进行的通信。

2. 合同范围

2.1 采购订单构成买方根据采购订单的条款以及本条款和条件向供应商购买货物和服务的要约。如果采购订单与本采购条款和条件有不一致，则以采购订单的条款为准。

2.2 采购订单应被视为在以下事件发生较早之日被接受：

- (a) 供应商发出对采购订单的书面接受；或
- (b) 供应商从事任何与履行采购订单相一致的行为；

届时，合同即生效。

2.3 适用于合同的这些条款和条件，不包括供应商试图强加或纳入的任何其他条款（不管是报价、确认函、产品目录或供应商的其他通信，包括下达采购订单之前和之后的通信），或交易、习惯、惯例或交易过程中所暗示的其他条款。但是，本条款和条件不用于买卖双方已签署协议下涵盖的货物或服务的销售。

3. 交付货物和履行服务

3.1 供应商根据合同规定的时间表在正常工作时间（如适用于交货/履行地点）交付货物和履行服务。供应商应向买方提供其可能合理要求的生产和交付计划。除非合同另有约定，否则供应商应按照 Incoterms 2010 "DDP" 和合同将货物交付至合同规定的目的地。

3.2 在供应商履行合同时，时间是至关重要的。在不损害其可获得的其他权利或补救措施的情况下，如果在约定时间内无法交付货物或履行服务的情况变得明朗，供应商须立即以书面形式通知买方。

3.3 如果供应商未能在约定时间内交付货物和/或履行服务，买方在没有限制或影响其可获得的其他权利或补救措施的情况下拥有以下权利：

- (a) 向供应商发出书面通知，立即终止合同，但不对供应商承担任何进一步的责任；

- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any additional costs incurred by the Buyer in obtaining substitute goods and/or services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered;
- (e) to require that the Supplier, at no additional cost to the Buyer, expedites manufacture and supply of the Goods and/or performance of the Services, including the scheduling of additional shifts, night-time working, utilisation of additional manpower, and delivery by air freight;
- (f) to appoint representatives of the Buyer to oversee and/or supervise manufacture and supply of the Goods and/or performance of the Services; and/or
- (g) to claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to meet such dates.
- 3.4 If the Supplier fails to deliver the Goods and/or perform the Services by the agreed time the Buyer may, at its option as an alternative to immediate termination under section 3.3(a), but without prejudice to its other remedies in section 3.3, claim or deduct liquidated damages. In the absence of liquidated damages being specified in the Purchase Order, the liquidated damages shall accrue at the rate of 1.5% of the Contract price for every week of delay, up to a maximum cap of 15% of the Contract price. The liquidated damages shall become due upon Buyer's demand in writing. If the liquidated damages reach 15% of the Contract price (or if a maximum cap on liquidated damages is specified in the Purchase Order, then that maximum cap), or the Buyer has reasonable grounds to believe that the delay will continue until they become capped, the Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier. Upon such termination, the Buyer shall have no further liability to the Supplier and the Supplier shall immediately refund the Buyer for all sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered.
- 3.5 The Supplier shall send a detailed advice note to the Buyer at the same time as Goods are despatched, quoting the Purchase Order number, weight of the Goods, the number of pieces, the export classification (where applicable) and any other details which the Buyer may specify. A duplicate advice note must be enclosed with the Goods.
- 3.6 In addition, the Supplier shall: (i) provide the Buyer, upon request, with certificates of origin, declarations, documents and data pertaining to trade requirements and, upon request; (ii) inform the Buyer in detail and in writing of any possible export restrictions or approval obligations in the country of origin of the Goods or Services or their destination; and (iii) furnish full details regarding all immediate and long-term potential hazards or dangers relating to the Goods and the most appropriate safety precautions to be taken in connection with the use and handling of the Goods.
- 3.7 All Goods must be packaged: (i) securely so as to prevent damage during loading, transportation and off-loading; and (ii) in compliance with the Buyer's packaging specifications if provided to the Supplier.
- 3.8 Partial shipments of Goods or early deliveries may only be made with the Buyer's prior written approval. In the event of a delivery earlier than agreed, the Buyer reserves the right to return the shipment at the expense of the Supplier. If the Buyer does not return an early delivery, it may store the Goods up to the delivery date at the Supplier's risk and expense.
- 3.9 If, for any reason, the Buyer is unable to accept delivery of the Goods at the time specified in the Contract, the Supplier shall, if requested by the Buyer, store the Goods and maintain them in merchantable condition. Subject to prior written agreement, the Buyer shall reimburse the Supplier for the reasonable costs of such storage.
- 3.10 If the Supplier is required to operate on premises owned or operated by or on behalf of the Buyer, then the Supplier shall comply with all the Buyer's site security and safety rules and procedures at its own expense. These include, but are not limited to, using appropriate personal protective equipment, attending site induction training, removing all waste, debris, surplus materials and temporary structures, and leaving the site tidy. The Supplier bears the risk of loss and damage for all materials used or to be used until completion of the Contract.
- (b) 拒绝接受供应商尝试提供的任何后续服务和/或货物交付;
- (c) 向供应商索取买方从第三方获得替代货物和/或服务而产生的任何额外费用;
- (d) 要求供应商退还供应商未提供的服务和/或未交付货物的预付款;
- (e) 要求供应商在不对买方造成额外成本的情况下加快货物的制造和供应和/或服务的履行, 包括安排额外轮班、夜间工作、使用额外的人力和空运货运等;
- (f) 任命一位买方代表监督和/或监工货物的制造和供应和/或服务的履行; 和/或
- (g) 就买方因供应商未能满足交付/履行日期而以任何方式产生的额外成本、损失或开支要求损害赔偿。
- 3.4 如果供应商未能在约定时间内交付货物和/或履行服务, 买方可选择根据第 3.3(a) 条立即终止合同, 但不影响其在第 3.3 条中的其他补救措施、赔偿或扣除违约金的权利。如果采购订单中没有规定违约金, 每延迟一周, 违约金即为合同价格的 1.5% 计算, 违约金最高不得超过合同价格的 15%。违约金在买方发出书面要求时即到期。如果违约金达到合同价格的 15% (或者采购订单中规定了违约金的最大上限, 则为该最大上限), 或者买方有合理理由相信延迟将持续至最大上限, 买方可向供应商发出书面通知立即终止合同。合同终止后, 买方对供应商不再承担任何责任, 供应商须立即退还买方为供应商未提供的服务和/或未交付的货物的全部预付款。
- 3.5 供应商在发货的同时向买方发送一份详细的装运单, 其中注明采购订单编号、货物重量、件数、出口分类 (如适用) 以及买方可能注明的其他详细信息。货物必须随附一份同样的装运单。
- 3.6 此外, 供应商须: (i) 应要求向买方提供与交易要求有关的原产地证书、声明、文件和数据, 并应要求提供; (ii) 以书面形式详细通知买方货物或服务的原产国或目的地的可能的出口限制或审批义务; (iii) 提供有关与货物有关的所有直接和长期的潜在危害或危险的完整详细信息, 以及与货物使用及处理有关的最适当的安全预防措施。
- 3.7 所有货物必须: (i) 包装牢固, 防止在装载、运输和卸载过程中受损; (ii) 如果向供应商提供, 则符合买方的包装规格。
- 3.8 只有经买方事先书面批准的情况下才能分批装运货物或提前交货。如果交货时间早于约定时间, 买方保留退回货物的权利, 费用由供应商承担。如果买方不退回提前交付的货物, 则可将货物存放至交货日期, 风险和费用由供应商承担。
- 3.9 如果出于任何原因买方无法在合同规定时间内接受货物交付, 供应商须根据买方的要求储存货物并将货物保持适销状态。根据事先书面协议, 买方向供应商补偿合理的储存费用。
- 3.10 如果供应商被要求在由买方或代表买方拥有或操作的场所内操作, 则供应商须自行遵守买方的所有现场安保和安全规则及程序。这些包括但不限于, 使用适当的个人防护设备、参加现场入职培训、清除所有废弃物、碎片、剩余材料和临时结构, 并保持现场整洁。供应商承担所有已使用或将使用的材料的丢失和损坏风险, 直至合同完成为止。

- 3.11 The Supplier acknowledges that its supply of the Goods is integral to the performance by the Buyer of the Buyer's obligations contained in the contracts with the Buyer's customers ("Head Agreements") and the Supplier therefore agrees: (i) to provide all assistance that the Buyer may request from the Supplier to enable the Buyer to fulfil its contractual obligations under the Head Agreements; and (ii) that it shall not cause the Buyer to be in breach of those Head Agreements as a result of any act or omission on the part of the Supplier.
- 4. TRANSFER OF RISK AND TITLE**
- 4.1 Unless the parties agree otherwise, the risk of loss and damage passes to the Buyer at the time of receipt of the Goods. Where an Acceptance Procedure (as defined in section 6.3) is agreed or required, the date of final acceptance by the Buyer will determine the transfer of risk.
- 4.2 Title to all or the relevant part of the Goods passes to the Buyer on the earlier of (i) payment for such Goods or part thereof; and (ii) delivery of such Goods. Where title to all or any part of the Goods has passed to the Buyer but the Goods remain in the possession of the Supplier, the Supplier shall clearly label the Goods as the property of the Buyer and store them separately from all other goods. The Supplier warrants that when legal title passes to Buyer the Goods shall be free and clear of any liens, claims, security interests and/or other encumbrances.
- 5. PRICE AND PAYMENT**
- 5.1 The price(s) for the Goods and Services must be specified in the Contract and remain fixed for the term of the Contract.
- 5.2 Unless otherwise stated in the Purchase Order, the price payable for the Goods and Services is: (i) exclusive of value added tax ("VAT") but inclusive of all other sales taxes; and (ii) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods, all travel expenses, food and beverage, accommodation and other costs related to the Services and all duties, licenses, permits and taxes (other than VAT or other sales tax) as may be payable for the Goods and Services from time to time.
- 5.3 If the Purchase Order states that VAT or other sales tax is payable with respect to any Goods or Services, the Buyer is only required to pay such tax upon receipt of a valid VAT or other sales tax invoice.
- 5.4 Unless otherwise specified in the Purchase Order, and subject to the Supplier complying with its obligations under the Contract, the Buyer shall pay for the Goods and the Services by the end of the third month following the month of receipt of the Supplier's duly prepared and accurate invoice. The Supplier may not issue the invoice until the relevant Goods have been delivered to the Buyer or the relevant Services have been completed. Invoices must always include the official order number and comply with all applicable laws and any specifications requested by the Buyer.
- 5.5 The Buyer may withhold payment of any disputed or insufficiently documented amounts included in any invoice. The Buyer may further set-off any sum due from the Supplier to the Buyer against any amount due from the Buyer to the Supplier under the Contract or any other agreement between the parties.
- 5.6 Where the Buyer agrees to make an advance payment to the Supplier such payment shall be conditional upon the Supplier providing an advance payment bond for the corresponding sum to the Buyer. Such advance payment bond shall be in a form acceptable to the Buyer.
- 5.7 Payment of an invoice by the Buyer does not constitute acceptance of the Goods and Services covered by the invoice and is without prejudice to any claims the Buyer may have against the Supplier in connection with the Contract.
- 6. QUALITY, INSPECTION & TESTING**
- 6.1 If the Supplier becomes aware that the Goods or Services do not comply with quality requirements and the Supplier's warranties as defined in sections 7, or if the Supplier has legitimate doubts regarding the Goods' or Services' compliance with such requirements, then the Supplier shall promptly notify the Buyer in writing and shall advise the Buyer on any further steps to be taken. The same applies if the Supplier becomes aware of property or security rights of third parties which conflict with the unrestricted use of the Goods or Services by the Buyer. Receipt and handling of such information by the Buyer is without prejudice to any claims the Buyer may have against the Supplier resulting from such non-compliance.
- 3.11 供应商确认，其货物的供应是买方履行与买方客户之间的合同（“首协议”）中所含的买方义务不可或缺的一部分，因此供应商同意：(i) 向买方提供可能要求供应商提供的所有协助，以便让买方能够履行其在首协议项下的合同义务；(ii) 不得因供应商的任何作为或不作为而导致买方违反此首协议。
- 4. 风险和所有权的转移**
- 4.1 除非双方另有约定，否则损失和损坏的风险在收到货物时转移给买方。如果双方商议或要求一个接受程序（定义见第 6.3 节），则买方最终接受的日期将决定风险的转移。
- 4.2 货物的全部或部分的所有权在 (i) 此类货物或部分货物已付款；(ii) 此类货物已交付，在两种情况中较早者时转移给买方。如果货物的全部或部分所有权已转移给买方，但货物仍为供应商所有，供应商须清楚地将货物标记为买方的财产，并将其与所有其他货物分开存放。供应商保证，当法定所有权转移给买方时，货物无任何留置权、索赔、担保权益和/或其他产权负担。
- 5. 价格和付款**
- 5.1 货物和服务的价格必须在合同中规定，并在合同期限内保持不变。
- 5.2 除非采购订单中另有说明，否则货物和服务的应付价格：(i) 不包括增值税（“VAT”），但包括所有其他销售税；(ii) 包括包装、打包、运输、运送、保险和货物交付的所有费用、所有差旅费、餐饮费、住宿费和服务相关的其他费用以及所有关税、执照、许可证和税费（不时为货物和服务支付的增值税或其他销售税除外）。
- 5.3 如果采购订单规定货物或服务需缴纳增值税或其他销售税，则买方仅在收到有效的增值税或其他销售税发票后才需支付此类税款。
- 5.4 除非采购订单中另有规定，并且在供应商遵守其合同项下的义务的前提下，否则买方须在收到供应商准备充分且准确的发票后的第三个月月底前支付货物和服务的费用。在相关货物交付给买方或相关服务履行之前，供应商可能不开具发票。发票须始终包含正式订单号，并遵守所有适用法律和买方要求的细节。
- 5.5 买方可拒绝支付发票中有争议或记录不充分的金额。买方可进一步将供应商应付给买方的款项与买方根据合同或双方之间的其他协议应付给供应商的款项相抵销。
- 5.6 如果买方同意向供应商预付款，则该付款须以供应商向买方提供相应金额的预付款保证金为条件。此预付款保函须采用买方可接受的形式。
- 5.7 买方支付发票并不构成对发票所涵盖的货物和服务的接受，并且不影响买方可能就合同向供应商提出索赔的权利。
- 6. 质量、检验和测试**
- 6.1 如果供应商意识到货物或服务不符合第 7 节中指定的质量要求和供应商的保证，或者如果供应商合理怀疑货物或服务不符此类要求，则供应商须立即书面通知买方，并就将要采取的进一步措施通知买方。如果供应商意识到第三方的财产权或担保权与买方不受限制使用货物或服务权利有冲突，则同样适用。买方对此类信息的接收和处理不影响买方可能因不合规而对供应商提出的索赔。

<p>6.2 The Buyer may inspect the Goods or Services at any time prior to delivery or completion of the Goods or Services at the Supplier's premises or at any other location. Inspection by the Buyer does not relieve the Supplier of its responsibility or liability for the Goods and Services and does not imply the Buyer's acceptance of the Goods or Services. The Buyer's right of inspection prior to delivery is without prejudice to the Buyer's right to reject the Goods after delivery.</p> <p>6.3 If, according to the Contract, the Goods or Services are to undergo tests to verify their compliance with the Contract ("Acceptance Procedure") the Supplier shall notify the Buyer that the Goods or Services are ready for testing. Such notification must be given at the times stated in the Contract or, if no time is specified, as soon as practicable after the Goods have been manufactured or the Services performed. Unless otherwise stated in the Contract, the tests shall be carried out by the Supplier at the Supplier's premises at a time acceptable to the Buyer and in the presence of one or more representatives of the Buyer. If the Goods or Services fail the tests, the Buyer may exercise its rights under section 8.1 below.</p> <p>6.4 The Buyer may call for certificates of raw materials and test certificates for materials and equipment used in the sourcing and manufacture of the Goods. The Supplier shall provide such certificates to the Buyer within five working days after receipt of such request.</p> <p>7. WARRANTIES</p> <p>7.1 Without prejudice to any warranties under the Contract or any other legal grounds, the Supplier warrants that the Goods will:</p> <ul style="list-style-type: none"> (a) be fit for any purpose that the Buyer expressly or impliedly makes known to the Supplier or, in the absence of the same, any purpose for which goods of a similar kind and quality are commonly used; (b) conform to any specifications stipulated in the Contract in all respects and, where applicable, to any samples or drawings; (c) be new and unused, of sound materials and workmanship and free from any defects in design, materials and workmanship (latent or otherwise); (d) conform to all applicable international and local laws and regulations relating to the design, manufacture, sale, packaging, labelling, safety standards and use of the Goods, which are in force on the date of delivery; (e) be accompanied by all instructions and documentation (accurate in all respects) as may be necessary for the proper use, storage, operation, consumption, transportation and disposal of such Goods; and (f) not contain any conflict materials (as defined by applicable UK, US, or EU law from time to time) and the Supplier will provide such certifications and confirmation of this as the Buyer may request. <p>7.2 The warranties set forth in section 7.1 or existing under any other legal grounds apply for a period of 12 months from the First Use Date or 18 months from delivery, whichever expires first, unless any longer period is stipulated in the Purchase Order. Replacement or repaired goods shall be covered for a period of 12 months from the date on which the same are delivered (or as the case may be re-delivered), reinstalled and have passed any tests to which the Buyer reasonably requires them to be subjected.</p> <p>7.3 In addition to any other warranties the Buyer may have under the Contract or any other legal grounds, the Supplier warrants that all Services will be performed:</p> <ul style="list-style-type: none"> (a) with care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; (b) in full compliance with all applicable international and local laws and regulations; and (c) so as to ensure that the Services completed under the Contract are free from defects in materials and workmanship and are fit for any purpose that the Buyer expressly or impliedly makes known to the Supplier, or any purpose for which services of that type are normally supplied. <p>7.4 These warranties shall extend to any substituted or remedial Services and repaired or replacement Goods supplied by the Supplier.</p> <p>8. REMEDIES</p>	<p>6.2 买方可在供应商场所或其他地点交付货物或履行服务前的任何时间检查货物或服务。买方检查并不免除供应商对货物和服务的责任或义务，也不意味着买方接受货物或服务。买方在交货前的检查权不影响买方在交货后拒收货物的权利。</p> <p>6.3 如果根据合同对货物或服务进行测试以验证其是否符合合同要求（“验收程序”），则供应商须通知买方货物或服务已准备好进行测试。此通知必须在合同规定时间内发出，如果没有规定时间，则在货物制造或服务履行后尽快发出。除非合同中另有规定，否则测试须由供应商在买方可接受的时间在供应商的场所内进行，并且买方要有一名或多名代表在场。如果货物或服务测试不通过，买方可行使下文第 8.1 条规定的权利。</p> <p>6.4 买方可要求提供原材料证书和用于采购和制造货物的材料和设备的测试证书。供应商在收到此类请求后的五个工作日内向买方提供相关证书。</p> <p>7. 保证</p> <p>7.1 在不损害合同项下的保证或其他法律依据的情况下，供应商保证货物：</p> <ul style="list-style-type: none"> (a) 适用于买方明示或暗示告知供应商的任何目的，或如无同样情况，适用于通常使用类似种类和质量的货物的任何目的； (b) 在所有方面符合合同规定的规格，并在适用情况下符合样品或图纸； (c) 全新且未使用过，材料和工艺完好，并且在设计、材料和工艺方面无（潜在或其他的）缺陷； (d) 遵守与货物的设计、制造、销售、包装、标签、安全标准和使用有关的所有适用的国际和当地法律法规（此类法律法规在交付日已生效）； (e) 随附正确使用、储存、操作、消费、运输和处置此类货物所需的所有说明和文件（在所有方面均准确无误）；和 (f) 不包含任何冲突材料（定义请见适用的英国、美国或欧盟法律），并且供应商将提供买方可能要求的此类证明文件和确认函。 <p>7.2 除非采购订单中规定了更长的期限，否则第 7.1 节中规定的或根据其他法律依据存在的保证适用于自首次使用日期后 12 个月或交付后 18 个月，以先到期者为准。更换或维修后的货物自交付（或视情况重新交付）、重新安装并通过买方合理要求进行的测试之日起 12 个月内有效。</p> <p>7.3 除了买方根据合同或其他法律依据可能拥有的其他保证外，供应商保证所有服务将：</p> <ul style="list-style-type: none"> (a) 根据供应商在业界、专业或交易中的最佳实践，以谨慎、技巧及努力履行职责； (b) 完全遵守所有适用的国际和当地法律法规；和 (c) 确保根据合同完成的服务不存在材料和工艺方面的缺陷，并且适用于买方明示或暗示告知供应商的任何目的，或适用于通常使用类似种类和质量的货物的任何目的； <p>7.4 这些保证扩展至供应商提供的替代或补救服务和经维修或更换的货物。</p> <p>8. 补救措施</p>
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- 8.1 If the Goods or Services fail to comply with the requirements of the Contract or to conform with the Supplier's warranties, then, without prejudice to any other rights or remedies available to it, the Buyer shall have one or more of the following rights, whether or not it has accepted the Goods or Services:
- to refuse to take delivery of the relevant Goods (and/or any further deliveries of Goods under the Contract) and/or further performance of the Services;
 - to require the Supplier to repair or replace the relevant Goods, or reperform the relevant Services, at the Supplier's sole cost within any period reasonably specified by the Buyer, however at the latest within 21 days of receipt of the Buyer's request;
 - to itself repair the relevant Goods or (re)perform the relevant Services instead of the Supplier or have such repair/(re)performance carried out by a third party at the Supplier's sole cost;
 - to permanently reject the relevant Goods or Services and to receive such refund or discount of the Contract price as the Buyer, acting reasonably, considers equitable in the circumstances;
 - to accept the relevant Goods or Services but also to receive such refund or discount of the Contract price as the Buyer, acting reasonably, considers to fairly reflect the reduction in the Goods' or Services' value; and/or
 - claim compensation from the Supplier for all costs, expenses, damages and other losses incurred by the Buyer due to the defective Goods or Services.
 - In the event that the Buyer and/or its group companies make (collectively or individually) valid warranty claims in respect of 20% (twenty percent) or more of Goods of the same kind then the Buyer shall be entitled to declare (by giving notice to the Supplier) that there is a "serial defect" affecting goods of that kind. The effect of such a declaration will be that all goods of that type supplied by the Supplier to the Buyer and/or the Buyer's group companies shall be deemed to have one or more latent defects and be in breach of the Supplier's warranties under the relevant contracts of sale (to the extent such warranties have not already expired) and the Buyer shall be entitled to exercise its rights under section 8.1 above accordingly.

9. INDEMNITY AND INSURANCE

- 9.1 Without prejudice to any other rights or remedies available to it, the Supplier shall indemnify the Buyer and its employees, officers, agents, customers and successors and assignees ("Indemnified Parties") against all liabilities, costs, expenses, damages and losses (including all reasonable professional fees and expenses and the costs of any product recalls) suffered or incurred by the Indemnified Parties arising out of or in connection with:
- any breach by the Supplier or its subcontractors of the Contract (including any late delivery of Goods or performance of the Services);
 - any negligence, wilful default or wrongful act or omission of the Supplier or its subcontractors;
 - any claim made against any Indemnified Party for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services; or
 - any claim made against any Indemnified Party by a third party arising out of, or in connection with, defects in the Goods or Services, as delivered.
- 9.2 Nothing in these Conditions shall exclude or limit the liability of either party for: (i) death or personal injury caused by their negligence; (ii) fraud or fraudulent misrepresentation; or (c) any other liability that may not be lawfully limited or excluded.
- 9.3 During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 8.1 如果货物或服务不符合合同要求或不符合供应商的保证，则在不影响其可获得的其他权利或补救措施的情况下，无论买方是否已接受货物或服务，其均拥有以下一项或多项权利：
- 拒绝接收相关货物（和/或合同项下的其他货物交付）和/或其他服务履行；
 - 要求供应商在买方指定的合理期限内自行承担费用维修或更换相关货物或重新提供相关服务（最迟在收到买方要求后的21天内）；
 - 自行维修相关货物或（重新）履行相关服务，或由第三方（非供应商）进行此类维修/（重新）履行，费用由供应商单独承担；
 - 永久拒绝接受相关的货物或服务，并获得买方在合理行事下认为此情况下合同价格的公平退款或折扣；
 - 接受相关货物或服务，但也获得买方在合理行事下认为公平反映货物或服务价值减少的退款或折扣；和/或
 - 就货物或服务存在缺陷而让买方遭受成本、费用、损害和其他损失，而向供应商索赔。
 - 如果买方和/或其集团公司就20%或更多同类货物提出有效的保证索赔（集体或单独索赔），则买方有权声明（向供应商发通知）存在影响此类货物的“系列缺陷”。此类声明的效果是，供应商向买方和/或买方集团公司提供的所有该类型货物均被视为存在一个或多个潜在缺陷，并违反供应商在相关销售合同项下的保证（在此类保证尚未到期的情况下），买方有权相应地行使上述第8.1条规定的权利。

9. 赔偿和保险

- 9.1 在不损害其可获得的其他权利或补救措施的情况下，供应商应就所有责任、成本、开支、损害和损失（含所有合理的专业费用和开支及产品召回成本）向买方及其雇员、高级职员、代理人、客户及继承人和受让人（“受偿方”）因以下或与之相关的原因而遭受或招致的损失作出赔偿：
- 供应商或其分包商违反合同（包括延迟交付货物或履行服务）；
 - 供应商或其分包商的疏忽、故意违约或不当作为或不作为；
 - 就因制造、供应或使用货物，或接收、使用或提供服务引起或与之相关的第三方知识产权的实际或涉嫌侵犯，而向受偿方提出的索赔；或者
 - 第三方因交付的货物或服务存在缺陷而对受偿方提出的索赔。
- 9.2 本条件的任何规定均不排除或限制任何一方对以下方面的责任：(i) 因其疏忽而造成的死亡或人身伤害；(ii) 作出欺诈或欺诈性虚假陈述；(c) 任何其他不受法律限制或排除的责任。
- 9.3 在合同期限内及之后的6年内，供应商须向信誉良好的保险公司购买有效的专业赔偿保险、产品责任保险和公众责任保险，以涵盖合同项下或与合同有关的责任，并且应买方的要求，供应商也须出示载有承保详情的保险证明书及每项保险的年费收据。

10. 知识产权和保密

- 10.1 Any know-how, confidential information and intellectual property rights including (without limitation) patents, trademarks, service marks, design rights, utility models (each whether registered or unregistered), copyrights (including any future copyrights), moral rights and any application for any of the foregoing, developed by the Supplier, or on behalf of the Supplier, in connection with (i) specifically designed Goods, (ii) a Buyer-specific modification of a product or (iii) a part or the design of a tool ("New IP Rights") shall become the property of the Buyer and is covered by the payment of the price for the Goods and Services. The Supplier shall take all actions reasonably necessary to secure the assignment of the New IP Rights to the Buyer. The Supplier shall not use any New IP Rights other than for the purposes of the Contract.
- 10.2 The Supplier shall keep confidential all information and documents that the Buyer makes available to it, or that it otherwise acquires relating to the Buyer's business, or that it creates or produces, or has created or produced, specifically in connection with the performance of the Contract for the Buyer. The Supplier shall not use or cause to be used such information or documents other than for the purposes of the Contract. Such obligation will continue in force notwithstanding termination or completion of the Contract, however caused, although such provisions do not apply to any information or document in the public domain or coming into the public domain other than through the Supplier's violation of its obligations and to such information disclosed to the Supplier's subcontractors to the extent necessary for performance of the Contract. Without prejudice to the foregoing sentences, nothing in this Contract shall transfer to the Supplier, or confer on the Supplier any rights in respect of, any intellectual property rights of the Buyer (past, present or future).
- 10.3 The Supplier shall not make any reference to the Buyer in its advertising, literature or correspondence without the Buyer's prior written consent. Nothing in the Contract will entitle the Supplier to use any name, trademark or logo of the Buyer.
- 11. FREE ISSUE MATERIALS**
- 11.1 Any material, software, equipment, tools objects, documents and auxiliary resources: (i) provided by the Buyer to the Supplier; or (ii) purchased or manufactured by the Supplier in connection with this Contract and paid for by the Buyer shall be considered ("Free Issue Materials").
- 11.2 Free Issue Materials provided by the Buyer shall remain the property of the Buyer at all times. Ownership of Free Issue Materials acquired or manufactured by the Buyer shall automatically transfer to Buyer upon acquisition or completion of manufacture (as the case may be). No further action by any party is required to make such transfer effective.
- 11.3 The Supplier shall not claim or have, and shall procure that its subcontractors nor any other person shall claim or have, a lien on the Free Issue Materials, for any sum due to the Supplier, its sub-contractors or any other person.
- 11.4 The Supplier shall: (i) mark Free Issue Materials as being the Buyers property, and upon request prove such marking through photos or otherwise; (ii) use the Free Issue Materials exclusively for the provision of Services or for the manufacturing of the Goods; (iii) insure the Free Issue Materials up to their full replacement value on terms reasonably acceptable to Buyer; (iv) maintain all Free Issue Materials in good order and condition (fair wear and tear excluded), and make good any damage or waste at its own expense; and (v) deliver Free Issue Materials to the Buyer on demand. Failure to comply with any request to deliver up shall entitle the Buyer to enter the Supplier's premises for the purposes of repossessing such materials.
- 12. ASSIGNMENT AND SUBCONTRACTORS**
- 12.1 The Supplier shall not assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract without the Buyer's prior written consent. The Supplier shall require its subcontractors to comply with all obligations under this Contract. Notwithstanding any consent given by the Buyer, the Supplier shall remain liable to the Buyer for any acts or omissions of its subcontractors as if they were its own.
- 12.2 The Buyer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 10.1 任何专有技术、机密信息和知识产权，包括但不限于专利、商标、服务商标、设计权、实用新型（无论是否已注册）、版权（含未来版权）、精神权利和由供应商或代表供应商开发的任何上述应用程序，与 (i) 专门设计的货物、(ii) 特定于买方的产品维修或 (iii) 成为买方财产的工具的一部分或设计（“新知识产权”）相关，并由货物和服务的价格支付。供应商须采取一切合理必要的行动，以确保将新知识产权转让给买方。除合同目的外，供应商不得使用新知识产权。
- 10.2 供应商须对买方向其提供的或以其他方式获得的与买方业务有关的，或创建或产生的（或已创建或已产生的），特别是与履行合同有关的所有信息和文件保密。除合同目的外，供应商不得使用或促使他人使用此类信息或文件。即使合同已终止或完成（无论何种原因），该保密义务仍将继续有效，尽管此类规定不适用于已在公共领域或因供应商违反义务而进入公共领域的任何信息或文件，以及在履行合同必需范围内向供应商的分包商披露的此类信息。在不影响上述条款的情况下，本合同中的任何规定均不得将买方的知识产权（无论是过去、现在或未来的知识产权）转让给供应商，或授予供应商任何权利。
- 10.3 未经买方事先书面同意，供应商不得在其广告、文献或通信中提及买方。本合同不授予供应商使用买方的名称、商标或标志的权利。
- 11. 免费供应材料**
- 11.1 任何材料、软件、设备、工具、物件、文件和辅助资源：(i) 由买方向供应商提供；或 (ii) 由供应商购买或制造的与本合同有关的并由买方支付费用的均被视为（“免费供应材料”）。
- 11.2 买方提供的免费供应材料须始终为买方的财产。买方购买或制造的免费供应材料的所有权在购买或制造完成后（视情况而定）自动转移给买方。无需任何一方采取行动让此类转让生效。
- 11.3 对于应付给供应商、其分包商或其他人的款项，供应商不得要求或拥有，并应促使其分包商或其他人要求或拥有对免费供应材料的留置权。
- 11.4 供应商须：(i) 将免费供应材料标记为买方财产，并要求拍照或以其他方式证明此类标记；(ii) 仅将免费供应材料用于提供服务或制造货物；(iii) 按照买方合理接受的条款为免费供应材料投保，涵盖其全部重置价值；(iv) 将所有免费供应材料维持良好状态（不含正常磨损），并自费修复损坏或善用废物；(v) 按需向买方提供免费供应材料。若未能遵守交付要求，买方有权进入供应商的场所收回此类材料。
- 12. 转让和分包商**
- 12.1 未经买方事先书面同意，供应商不得转让、抵押、担保、分包、委托、宣布信托或以其他方式处理其在合同项下的全部或任何权利和义务。供应商应要求其分包商遵守本合同项下的所有义务。尽管买方给予同意，但供应商仍须对其分包商的作为或不作为承担责任，如同自己的责任一样。
- 12.2 买方可随时转让、抵押、担保、分包、委托、宣布信托或以其他方式处理其在合同项下的全部或任何权利和义务。

13. VARIATION AND SUSPENSION

- 13.1 Variation: The Buyer may issue a written notice expressed as a "Variation Notice" requiring the Supplier to provide a quotation for carrying out a variation to the scope, specification or other supply terms of the Goods and/or the Services (including without limitation to flow down contractual requirements arising from any Head Agreements with the Buyer's customers). Within 10 Business Days of service of a Variation Notice, the Supplier must provide a detailed breakdown of any proposed increase or decrease in the purchase order price as a result of the variation (if any). After 10 business days from service of the Variation Notice, whether or not the price breakdown has been received, the Buyer may direct the Supplier to alter, amend, omit, add to or otherwise vary the scope, specification or other supply terms of the Goods and/or Services and the Buyer will be bound by any such variations. A variation may involve the omission of any part of the supply of the Goods or Services and the Buyer may engage others to perform that part omitted. No variation issued in accordance with the Contract will vitiate or invalidate the Contract. The amount by which the Purchase Order price will be increased or decreased (if any) for each variation must be determined by agreement between the parties or, failing agreement, by a valuation made by the Buyer on the basis of the rates and prices set out in the Purchase Order; or insofar as there are no applicable rates and prices set out in the Purchase Order, by a reasonable valuation made by the Buyer. The Supplier is not entitled to any other payment (pursuant to this Contract or otherwise at law) in relation to any variation.
- 13.2 Suspension: The Buyer has the right, at any time and for any reason, to suspend performance of all or any of the Supplier's obligations under this Contract by giving the Supplier reasonable notice in writing. On receipt of a notice of suspension from the Buyer the Supplier must suspend performance of the relevant obligations until such time as the Buyer directs the Supplier to resume performance of those obligations by notice in writing. At such time, the Supplier must recommence the performance of those obligations in accordance with the Contract as soon as reasonably practicable. The Buyer will reimburse the Supplier's reasonable, evidenced costs arising as a direct result of such suspension and resumption of work and will extend the delivery dates by a reasonable period being not less than the period of suspension.

14. TERMINATION

- 14.1 The Buyer may terminate the Contract for convenience upon the giving of 3 days' written notice to the Supplier. Buyer shall pay Supplier all its reasonable, substantiated direct costs sustained as a result of such termination, however such costs shall not exceed the portion of the price that represents the completed part(s) of the Goods. Such reimbursable expenses shall not include business profit, fixed overhead, royalties, development costs and other similar costs of the Supplier. In consideration of the payment made, Supplier shall deliver or assign to Buyer any Goods in progress and Buyer shall be entitled to use said Goods at its own discretion. Supplier undertakes to impose corresponding obligations on its sub-contractors.
- 14.2 Without affecting any other right or remedy available to it, Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- there is a delay in delivery/performance and the Buyer exercises its termination rights under sections 3.3 or 3.4;
 - the Supplier commits a material breach of any term of the Contract which breach is irremediable, or if such breach is remediable fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, or any analogous procedure in a relevant jurisdiction;
 - the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - the Supplier fails to notify the Buyer promptly and correctly of the export classification of the Goods.

13. 变更和暂停

- 13.1 变更: 买方可发出书面的"变更通知", 要求供应商提供报价, 以对货物和/或服务的范围、规格或其他供应条款进行变更(包括但不限于与买方客户的首协议而产生的向下流动的合同要求)。在变更通知送达后的 10 个工作日内, 供应商须提供因变更而导致采购订单价格增加或减少的拟议详细明细(如有)。在变更通知送达 10 个工作日后, 无论是否收到价格明细, 买方可指示供应商更改、修改、遗漏、添加或以其他方式变更货物和/或服务的范围、规格或其他供应条款, 且买方将受此类变更的约束。变更可能涉及遗漏的货物或服务供应的任何部分, 买方可聘请其他人履行遗漏部分。根据合同发出的变更均不会使合同失效或无效。每次变更导致采购订单价格的增加或减少(如有)须由双方协议确定, 或者, 未达成协议的, 由买方根据采购订单中规定的费率和价格进行估价; 或采购订单中无规定的适用费率和价格的情况下, 由买方进行合理估价。供应商无权就任何变更获得其他付款(根据本合同或其他法律规定)。

- 13.2 暂停: 买方有权随时以任何理由向供应商发出合理的书面通知来暂停供应商在本合同项下的全部或任何义务的履行。在收到买方的暂停通知后, 供应商须暂停履行相关义务, 直至买方书面指示供应商恢复履行这些义务为止。此时, 供应商须尽快根据合同重新开始履行这些义务。买方将补偿供应商因此暂停和恢复工作而直接产生的合理、有证据的成本, 并将交货日期延长一段合理时间(不少于暂停时间)。

14. 终止

- 14.1 为方便起见, 买方可提前 3 天向供应商发出书面的终止合同通知。买方向供应商支付因此终止而产生的所有合理、经证实的直接成本, 但此成本不得超过已完成货物部分的价格。此类可报销费用不包括供应商的营业利润、固定管理费用、特许权使用费、开发成本和其他类似成本。考虑到已支付款项, 供应商须向买方交付或转让任何在制品, 买方有权自行决定是否使用所述货物。供应商承诺向其分包商施加相应的义务。
- 14.2 在不影响其可获得的其他权利或补救措施的情况下, 如出现以下情况, 买方可向供应商发出书面通知立即终止合同:
- 若交货/履约延迟, 买方可根据第 3.3 或 3.4 条行使终止权;
 - 供应商严重违反合同条款且违约行为无法补救; 或者, 如此类违约行为可以补救, 但在收到书面通知后 30 天内未能纠正此违约行为;
 - 供应商就其进行破产管理、临时清算或与债权人进行组合或安排(与偿债重组有关的除外)、正进行清盘(无论是自愿或根据法院命令, 偿债重组的目的除外)、指定接管人处理资产或停止经营业务、或在相关司法管辖区下进行类似的程序;
 - 供应商暂停或威胁暂停, 或停止或威胁停止开展全部或大部分业务; 或者
 - 供应商未能及时、正确地通知买方货物的出口分类。

- 14.3 Those conditions expressly or impliedly having effect after termination continue to be enforceable notwithstanding termination.
- 14.4 Without prejudice to its other rights and remedies at law, if the Buyer terminates the Contract pursuant to section 14.2 it shall have rights to:
- (a) require the Supplier to deliver up the Goods and any equipment, apparatus and materials which would have been supplied to Buyer in the course of Supplier's performance of the Services, with the value of such Goods, equipment, apparatus and materials being (to the extent not already paid for by the Buyer) set-off against any sums (including damages) due to the Buyer;
 - (b) require the Supplier to promptly novate or assign to the Buyer any contracts the Supplier has with suppliers and subcontractors, to the extent that they relate to the Supplier's performance of the Contract; and/or
 - (c) require the Supplier to provide (at no cost to Buyer) such advice, assistance and cooperation as may reasonably be required by Buyer to enable the Buyer itself or a substitute supplier appointed by the Buyer to complete the Goods and/or Services.
- 15. ETHICS AND COMPLIANCE**
- 15.1 The Supplier warrants and represents to Buyer that when performing the Contract it will comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to their activities.
- 15.2 The Supplier warrants and represents to Buyer that it has not been debarred or declared ineligible to contract with or directly or indirectly supply goods or services to any government entity, or government funded project, anywhere in the world.
- 15.3 The Supplier warrants and represents that it has received copies of and, when performing the Contract it will comply with the requirements of, the David Brown Santasalo Third Party Code of Conduct (as updated from time to time). Copies of these policies are available at <https://dbsantasalo.com/legal/ethics-compliance/>
- 16. GOVERNING LAW AND JURISDICTION**
- 16.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the jurisdiction in which the Buyer is incorporated.
- 16.2 Each party irrevocably agrees that the courts of the jurisdiction in which the Buyer is incorporated shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation, except that the Buyer shall be entitled to seek injunctive or any other relief in the courts of any jurisdiction whatsoever.
- 17. LANGUAGE**
- 17.1 This document is written in both English and Chinese. If the Supplier is established in China then the Chinese text shall take prevail over the English version. If the Supplier is established outside of China, then the English version shall prevail over the Chinese version.
- 18. GENERAL**
- 18.1 No failure or delay on the part of the Buyer to exercise any power, right or remedy under the Contract shall operate as a waiver thereof nor shall any single or partial exercise by the Buyer of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. No waiver by the Buyer of any breach of any of the terms and conditions of the Contract shall be construed as a waiver of any subsequent breach whether of the same or of any other term or condition thereof. No waiver by the Buyer is validly made unless made in writing.
- 18.2 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. No amendment to or variation of the Contract shall be effective unless it is expressly agreed to in writing by the Buyer.
- 18.3 Except as expressly provided in the Contract, no provisions of the Contract are enforceable by a third party.
- 14.3 尽管终止，在终止后明示或默示生效的条件仍可强制执行。
- 14.4 在不损害法律规定的其他权利和补救措施的情况下，如买方根据第 14.2 条终止合同，则其有权：
- (a) 要求供应商交付货物和供应商履行服务过程中本应提供给买方的设备、器材和材料，此类货物、设备、器材和材料的价值（在买方尚未支付的范围内）抵消买方应付款项（含损害赔偿）；
 - (b) 要求供应商及时更新或转让与供应商和分包商签订的与供应商履行合同有关的合同；和/或
 - (c) 要求供应商提供（买方无需支付费用）买方可合理要求的此类建议、协助和合作，使买方自己或买方指定的替代供应商能够完成货物交付和/或服务履行。
- 15. 道德与合规性**
- 15.1 供应商向买方保证并声明，在履行合同时，其将遵守可能适用于其活动的适用法律、法规、监管政策、指南或行业规范。
- 15.2 供应商向买方保证并声明，其未被禁止或被宣布无资格与世界任何政府实体或政府资助项目签订合同，也未被禁止或被宣布无资格直接或间接向其供应货物或服务。
- 15.3 供应商保证并声明，其已收到 David Brown Santasalo 不时更新的《第三方行为准则》，并且在履行合同时将遵守该准则的要求。有关这些政策，请参阅 <https://dbsantasalo.com/legal/ethics-compliance/>
- 16. 管辖法律和司法管辖区**
- 16.1 本合同及由本合同或其标的物或构成引起的或与之相关的任何争议或索赔（含非合同纠纷或索赔）受买方注册所在地的司法管辖并据其解释。
- 16.2 各方不可撤销地同意，除非买方有权在其他司法管辖区法院寻求禁令或其他救济，否则买方注册所在地的司法管辖区法院对解决因合同或其标的物或形成引起的或与之相关的任何争议或索赔（含非合同纠纷或索赔）具有专属管辖权。
- 17. 语言**
- 17.1 本文件是用英文和中文写的。如果供应商在中国设立，则以中文文本为准。如果供应商在中国境外设立，则以英文版本为准。
- 18. 通用性**
- 18.1 买方未能或延迟行使本合同项下的权力、权利或补救措施不得视为放弃，买方对权力、权利或补救措施的单一或部分行使也不排除其他或进一步行使或行使其他权力、权利或补救措施。买方对任何违约的放弃不得被解释为对其后续违约的放弃，无论是对相同的或其他条款或条件的放弃。除非买方以书面形式给出，否则其放弃均为无效。
- 18.2 本合同构成双方之间的完整协议，并取代和废除双方之前就其标的事项达成的所有书面或口头协议、承诺、担保、保证、声明和谅解。除非买方以书面形式明确同意，否则对合同的修改或变更均无效。
- 18.3 除非合同有明确规定，否则合同的任何条款均不得由第三方强制执行。

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| 18.4 | If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this provision shall not affect the validity and enforceability of the rest of the Contract. | 18.4 | 如果合同的任何条款或部分条款无效、不合法或不可执行，则视为在必要的最小范围内进行修改，以使让其有效、合法和可执行。无法修改的相关条款或部分条款则被视为删除。对本款下的条款或部分条款的修改或删除不影响合同其余部分的有效性和可执行性。 |
| 18.5 | The United Nations Convention on the International Sale of Goods will not apply. | 18.5 | 《联合国国际货物销售公约》将不适用。 |