

GENERAL TERMS AND CONDITIONS OF PURCHASE通用采购条款和条件

1. ACCEPTANCE接受

Supplier and Buyer agree to be bound by and to comply with all terms set forth in these General Terms and Conditions of Purchase (“Terms”). The “Buyer” under these Terms shall be the **Veolia entity whose corporate information and particulars are duly specified in the Order**. For the purposes of these Terms, an “Order” is a purchase order that has been issued from Buyer to Supplier and is an offer to purchase the goods (“Goods”) and/or services (“Services”) described in the Order under these Terms; “Affiliate” means any entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with any of the parties to this Agreement. Supplier’s acceptance of the Order, commencement of work or provision of Goods and/or Services, whichever occurs first, shall constitute acceptance of the Order and these Terms (together, the “Agreement”). Any modification or addition to this Agreement by Supplier, including but not limited to any deviations and any terms and conditions included in Supplier’s proposal, quotation, acceptance, invoice or any other Supplier’s document referring to this Agreement, are hereby expressly rejected and shall not be valid unless accepted by Buyer in writing.

供应商和买方同意遵守本《通用采购条款和条件》（“通用条款”）中规定的所有条款并受其约束。本通用条款下的“买方”指**威立雅实体，其公司信息和详情已在订单中载明**。就本通用条款而言，“订单”指买方向供应商发出的采购订单，构成购买本通用条款项下订单中描述的货物（“货物”）和/或服务（“服务”）的要约；“关联公司”指直接或间接（通过一个或多个中介）控制、受控于本协议任何一方或与其共同受控的任何实体。供应商接受订单、开始工作或提供货物和/或服务（以先发生者为准）应构成接受订单和本通用条款（统称“协议”）。买方在此明确拒绝供应商对本协议的任何修改或补充（包括但不限于供应商的方案、报价、接受函、发票或任何其他提及本协议的供应商文件中包含的任何偏差及任何条款和条件）。除非买方以书面形式接受，否则上述修改或补充均无效。

2. MODIFICATION: CHANGES IN ORDER修改：订单变更

2.1 General. No change, addition or waiver of terms of this Agreement or Buyer specifications contained shall be binding on Buyer unless approved in writing by an authorized representative. Buyer shall have the right, at any time, to make changes to this Agreement, including but not limited to, any one or more of the following: (a) specifications, drawings and data, (b) methods of shipment or packing, (c) place of delivery and time of delivery, (d) quantities, (e) services and (f) suspension or extension of performance time (“Change”). Upon receiving notice of a Change, including suspension, Supplier shall promptly comply with Buyer’s instructions. If any Change causes an increase or decrease in the cost or time required for Supplier to perform this Agreement, an equitable adjustment shall be made in the Price, delivery schedule, or both, subject to Supplier’s strict compliance with the Change procedure set forth in this Section and Buyer’s receipt of all supporting documentation from Supplier required by Buyer to evaluate and determine the cost or schedule impact of the Change. If Buyer and Supplier cannot agree to equitable adjustment to cost or schedule within ten (10) days of Buyer’s request for a Change, Buyer may, without invalidating the Agreement, issue a written directive requiring the Contractor to perform additional Services or provide additional Goods, delete portions of the Goods or Services, or alter the Goods or Services as required by Buyer (“Directed Change”). Such Directed Change may include modifications to the design, specifications, schedule, or methods of performance. If Buyer issues a Directed Change, Supplier shall provide Buyer all documents and records required by Buyer, in a form satisfactory to Buyer, including an itemized accounting together with appropriate supporting data for all costs or savings attributable to the Directed Change. Any price adjustment shall only include the reasonable, documented and direct costs that shall necessarily be incurred as a direct result of the Change or Directed Change. Any claim by Supplier for adjustment under this Agreement shall be deemed waived unless asserted in writing within ten (10) calendar days from Supplier’s receipt of the Change or Directed Change notification. Equitable adjustment to Price or schedule shall not be binding on Buyer unless evidenced by a Change Order issued and signed by Buyer.

总则。除非经授权代表书面批准，否则对本协议条款或买方规格的任何修改、补充或弃权对买方均不具有约束力。买方有权随时修改本协议，包括但不限于以下一项或多项内容：（a）规格、图纸和数据，（b）装运或包装方式，（c）交货地点和交货时间，（d）数量，（e）服务，以及（f）暂停或延长履约期限（“变更”）。在收到变更（包括暂停）通知后，供应商应立即遵守买方的指示。如果任何变更导致供应商履行本协议所需的成本或时间增加或减少，则应对价格、交货时间或二者进行公平调整，但该调整的前提是供应商严格遵守本节规定的变更程序，并且按买方要求提供用于评估和确定变更对成本或时间所造成影响的全部证明文件。如果在买方提出变更请求后的十（10）日内，买方和供应商未能就成本或时间的公平调整达成一致，买方可在不影响本协议效力的情况下，发出书面指令，要求承包商根据买方要求履行额外服务或提供额外货物、删除部分货物或服务，或更改货物或服务（“指令性变更”）。该指令性变更可能包括对设计、规格、进度或履约方式的修改。如果买方发出指令性变更，供应商应以令买方满意的形式向其提供所要求的全部文件和记录，包括一份明细账目和指令性变更导致的所有成本增加或减少的适当证明材料。任何价格调整应只包括因变更或指令性变更而必然产生的合理的、有据可查的和直接的费用。如果供应商在收到变更或指令性变更通知后十（10）个日历日内，未以书面形式提出根据本协议作出任何调整，则视为供应商放弃该主张。除非买方签发并签署变更单，否则对价格或进度的公平调整对买方不具有约束力。

2.2 Suspension. Notwithstanding the above, Buyer may, at any time, by written notice to Supplier, suspend or extend the time for Supplier’s performance of the work for such time as it deems appropriate. Upon receiving notice of suspension, Supplier shall promptly suspend work to the extent specified and comply with Buyer’s instructions, as the case may be. Suspensions, if the cumulative duration is less than ninety (90) calendar days, Supplier shall not be entitled to any change in Price, delivery dates or any other obligations under the Agreement. If the suspension duration is above ninety (90) calendar days, Supplier may claim reimbursement for additional costs reasonably and necessarily incurred by Supplier from the ninety-first (91st) calendar day of suspension onwards, provided such costs are (i) actually incurred, (ii) mitigated by Supplier where possible, and (iii) notified to Buyer with all supporting details, within ten (10) calendar days after Buyer’s notice to resume work. Buyer may withdraw the suspension at any time as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Supplier shall resume performance on the specified effective date of resumption or within ten (10) calendar days of the withdrawal notification.

暂停。尽管有上述规定，买方可随时书面通知供应商暂停或延长其履约期限，具体时间由买方酌情确定。在收到暂停通知后，供应商应根据情况，立即在通知所指定的范围内暂停工作并遵守买方的指示。如果累计暂停时间少于九十（90）个日历日，供应商无权更改价格、交货日期或本协议项下的任何其他义务。如果暂停时间超过九十（90）个日历日，供应商可要求买方补偿其自暂停第九十一（91）个日历日后产生的合理且必要的额外费用，前提是该等费用（i）已实际发生，（ii）已由供应商尽可能减轻，且（iii）在买方发出复工通知后的十（10）个日历日内通知买方并附上所有证明材料。买方可随时通过书面通知（明确生效日期及撤销范围），撤销全部或部分暂停工作。供应商应在指定的复工生效日或者在撤销通知发出后的十（10）个日历日内恢复履约。

3. PRICE – PAYMENT价格-付款

3.1 Price. Unless otherwise expressly stated, all prices for Goods and Services under the Agreement, are firm and not subject to escalation for any reason not set forth in the Agreement (“Price”). Any Price includes all costs and charges, including but not limited to duties, custom clearance, import duties, impost or levies and taxes of whatsoever nature and related to manufacturing process, sales, provision and transportation of Goods as the case maybe, and Supplier shall indemnify and save harmless Buyer from and against liability for all federal, state, local or foreign taxes or other government charges, duties, levies, freight charges, licensing fees, packing charges, insurance charges and any other charges whatsoever. Without limitation to the foregoing, Buyer shall not accept any additional costs to the Price.

价格。除非另外明确说明，本协议项下所有货物和服务的价格均为固定价格，不得因本协议未列明的任何原因而上涨（“价格”）。任何价格均包含所有成本和费用，包括但不限于关税、清关费、进口税、征稅以及与货物生产、销售、供应和运输（视情况而定）相关的任何性质的税费。对于全部联邦、州、地方或外国征收的税费或其他政府收费、关税、征稅、运费、许可费、包装费、保险费及任何其他费用，供应商应向买方作出赔偿并使其免于承担任何责任。在不限制前述规定的前提下，买方不接受任何超出价格的额外费用。

3.2 Withholding taxes. If Buyer is legally required to withhold taxes for which Supplier is responsible, Buyer may deduct such taxes from any payment due to Supplier and provide Supplier with a valid tax receipt in Supplier’s name. If Supplier is exempt from, or eligible for, a reduced rate of withholding tax, Supplier shall provide to Buyer a valid tax residency certificate or other required documentation at least thirty (30) days prior to payment being due.

预扣税。如果买方依法应扣代缴供应商应承担的税款，买方可以从应支付给供应商的任何款项中扣除此类税款，并向供应商提供以供供应商名义开具的有效纳税凭证。如果供应商可享受免税或适用较低的预扣税率，供应商应在应付款项到期日前至少三十（30）天向买方提供有效的税收居民身份证明或其他所需文件。

3.3 Payment terms. Unless otherwise specified, Buyer shall pay, by bank transfer, the Price specified in the Order, within 120 days from the date of the receipt of each undisputed invoice issued by Supplier, subject to: (a) complete delivery of the Goods and performance of all Services and obligations of Supplier in strict compliance with these Terms and the Order; (b) all Financial Guarantees duly provided to Buyer and (c) receipt by Buyer of Supplier’s correct invoice.

付款条款。除非另有规定，买方应在收到供应商开具的每一张无争议发票之日起一百二十（120）天内，通过银行转账支付订单中规定的价格，但前提是：（a）货物已完全交付且所有服务和供应商义务已严格按照本通用条款和订单履行完毕；（b）已向买方提供所有财务担保；以及（c）买方已收到供应商的正确发票。

3.4 Price Warranty. Supplier warrants that the Prices under this Agreement are not less favorable than those offered by Supplier to any other customer for substantially similar goods or services in comparable quantities. In the event Supplier reduces its prices for its other customers for such goods or services during the term of this Agreement, Supplier agrees to reduce the Price of the Goods and/or Services correspondingly. If during this Agreement, Buyer or any of its Affiliates can purchase similar goods and/or services of like quality from another supplier at a total price, including delivery cost to the facility of Buyer or the applicable Affiliate, that is lower than the total Price of the Goods and/or Services purchased under the Agreement from Supplier, Buyer may notify Supplier of such price and Supplier shall have an opportunity to reduce the total Price of the applicable Goods and/or Services purchased hereunder, within ten (10) calendar days from Buyer’s notification unless otherwise stated in the Order, so that it is the same or lower than the total price of the other supplier. If Supplier timely fails to or cannot legally do so within the ten (10) day time period described above, Buyer may (i) purchase the applicable goods and/or services from such other supplier (in which case the obligations (including, but not limited to, any purchase and sale requirements and/or commitments, if any) of Buyer and Supplier hereunder shall be reduced accordingly); or (ii) terminate this Agreement without any penalty, liability or further obligation.

价格保证。供应商保证，本协议项下的价格不高于其向任何其他客户提供的数量相当、基本类似的货物或服务的价格。如果在本协议期限内，供应商降低向其他客户提供的此类货物或服务的价格，供应商同意相应降低本协议项下的货物和/或服务的价格。如果在本协议期间，买方或其任何关联公司能够以低于本协议约定的向供应商购买货物和/或服务的总价（含运输至买方或其关联公司场所的运费）的价格，从其他供应商处购买同等质量的类似货物和/或服务，则买方可将该价格通知供应商，供应商有机会在买方通知后的十（10）个日历日内（除非订单中另有规定），将本协议约定的货物和/或服务的总价下调至不高于其他供应商总价的水平。如果在上述十（10）天期限内，供应商未能及时或不能合法地降低总价，则买方可以（i）从该其他供应商处购买相关货物和/或服务（在这种情况下，买方和供应商在本协议下的义务（包括但不限于任何购买和销售要求和/或承诺（如有）应相应减少）；或（ii）终止本协议，而无需承担任何罚款、责任或进一步义务。

3.5 Replacement Parts. Replacement parts for the Goods are for the purpose of this Section defined as “Parts”. Unless specified otherwise by Buyer in writing, Supplier shall provide Parts for a period of ten (10) years from the delivery date or until Buyer consents to an alternative part that provides the same form, quality, fit and function as the Part. The prices for any Parts purchased in the first two (2) years of the ten (10) year period shall not exceed the prices in effect at the time the production of the Goods ceases, and no set up charges shall be permitted by Supplier or paid by Buyer during this two (2) year period. Thereafter, the prices for Parts shall be negotiated based on Supplier’s actual cost of production of such Parts plus any special packaging costs. No minimum order requirements shall apply unless the parties mutually agree in advance. After the end of the ten (10) year-period, Supplier shall continue to maintain in good working condition all Supplier owned tooling required to produce the Parts, and shall

not dispose of such tooling without offering Buyer the right of first refusal to purchase such tooling. If Supplier plans to discontinue production of the Parts at any time during or after the Agreement, then Supplier shall provide Buyer with six months' notice prior to discontinuing such Parts and shall provide alternative technical solution to remedy.

备件。就本条而言，货物的备件指“零件”。除非买方另有书面规定，供应商应自交付之日起十（10）年内持续提供零件，或直至买方同意使用与该零件具有相同形状、质量、适配性和功能的替代零件。在该十（10）年期的前两（2）年内购买的任何零件的价格不得高于货物停止生产时的有效价格，且在这两（2）年期间，供应商不得收取、买方也无需支付任何设置费。此后，双方应根据供应商生此类零件的实际成本加任何特殊包装费用，协商确定零件价格。除非双方事先达成一致，否则不适用最低订购量要求。在该十（10）年期结束后，供应商应继续保持生产零件所需的所有自有工具处于良好的工作状态，且在未向买方提供优先购买权的情况下，不得处置此类工具。如果供应商计划在协议期间或之后的任何时间停止生产零件，则供应商应在停产此类零件前六个月通知买方，并提供替代技术解决方案予以补救。

3.6 Set-off. Buyer shall be entitled, at any time, to set off any amount owing from Supplier to Buyer against any amount payable by Buyer in connection with this Agreement.

抵销。买方有权随时以供应商应支付给买方的任何款项抵销买方根据本协议应付的任何款项。

4. FINANCIAL GUARANTEE财务担保

The initial provision and continued maintenance of any bank guarantee(s), surety bond(s), letter(s) of credit, or similar financial guarantee which is required by Buyer under this Agreement ("Financial Guarantee") shall be a condition precedent to Supplier's entitlement to payment (including initial deposits) for the performance of Goods and/or Services under a specific Order. Any Financial Guarantee shall be issued by first class international banks/insurance companies acceptable to Buyer and having a credit rating of at least "A-" (Standard & Poor's) or "A3" (Moody's) ("Issuing Bank"). Financial Guarantee delivered by Supplier to Buyer shall be in the appropriate form, on first demand, irrevocable and unconditional, stand-by, in favor of Buyer as the beneficiary, for the purpose of guaranteeing the performance of the Goods and/or Services by Supplier and payment of any amounts due by Supplier to Buyer, both in a timely manner and in accordance with the Agreement. Supplier shall bear the cost of obtaining and maintaining the Financial Guarantee. Where a Financial Guarantee is not provided in due time or is not provided as required in the Order, Buyer may, at its option, withhold payments to Supplier, retain from sums due or becoming due to Supplier an amount equal to the amount of the said Financial Guarantee or terminate the relevant Order. If an Order is terminated by Buyer or Buyer rejects the Goods and/or Services, then all of the Financial Guarantee must remain valid until full payment by Supplier of all amounts due to Buyer, and Buyer shall have the right to request Supplier to instruct the Issuing Bank to extend the validity of the Financial Guarantee accordingly. Any Financial Guarantee delivered by Supplier shall enter into force on the date of its issuance and shall remain valid until the later of the delivery of the Goods, performance of Services, or end of the warranty period of the Goods and Services, unless otherwise stated in the Order. If, at any time, the validity date of the Financial Guarantee no longer corresponds to the conditions specified in the Order, then Supplier shall instruct the Issuing Bank to extend the validity of such Financial Guarantee accordingly. Failing which, Buyer shall be entitled to draw upon the Financial Guarantee in full and hold the same as security for compliance by Supplier with its obligations under the Agreement. Buyer shall be entitled to make deductions against any amounts so held in respect of any claim for which it would have been entitled to call against the Financial Guarantee in question. In the event that the required Financial Guarantee is insufficient to compensate Buyer for damages suffered, Buyer further reserves the right to withhold any amounts due to Supplier to cover the damages.

供应商就提供订单项下的货物和/或服务获得付款（包括首期定金）的前提条件为，供应商根据本协议提供买方要求的任何银行担保、保证金、信用证或类似财务担保（“财务担保”），并维持该财务担保的有效性。任何财务担保均应由买方认可且信用评级至少为“A-”（标准普尔）或“A3”（穆迪）的一级国际银行/保险公司（“开证行”）出具。供应商向买方提供的财务担保应采用适当的形式，性质为见索即付、不可撤销、无条件、备用式且以买方为受益人，旨在保证供应商按时并按照协议规定提供货物和/或服务，并向买方支付应付的任何款项。供应商应承担获取和维持财务担保的费用。如果供应商未能及时或按订单要求提供财务担保，买方可自行选择暂停向供应商付款、从应付或即将应付给供应商的款项中扣留与前述财务担保金额相同的金额，或终止相关订单。如果买方终止订单或拒收货物和/或服务，所有财务担保仍应当保持有效，直至供应商全额付清应付给买方的所有款项，且买方有权要求供应商指示开证银行相应延长财务担保的有效期。除非订单另有规定，供应商提供的任何财务担保均应自开证之日起生效，并在货物交付、服务履行或货物和服务保修期届满前（以较晚者为准）保持有效。如果在任何时候，财务担保的有效期不再符合订单中规定的条件，则供应商应指示开证银行相应延长该财务担保的有效期。否则，买方有权全额提取财务担保项下的款项，并将其作为供应商履行其在本协议项下义务的保证金。买方有权从其持有的任何款项中扣除其本有权就相关财务担保提出的任何索赔金额。如果要求提供的财务担保不足以弥补买方所遭受的损失，买方还有权从应付给供应商的款项中扣除相关金额，以弥补买方损失。

5. INVOICES发票

All invoices and consignment or shipping documents must show the Order number. Buyer shall be entitled to reject Supplier's invoice if it fails to include Buyer's Order number or is otherwise inaccurate, and any resulting: (i) delay in Buyer's payment; or (ii) non-payment by Buyer, shall be Supplier's responsibility, and in such circumstances of non-payment of an invoice by Buyer, Supplier shall be deemed to have waived any fees, charges, costs or expenses invoiced therein. Buyer may withhold total or partial payment until the Goods and/or Services conform to the requirements of the concerned Order. Buyer's payment of an invoice shall not constitute its acceptance of the Goods and/or Services.

所有发票、托运或装运单据均须注明订单号。如果供应商的发票未包含买方订单号或存在其他不准确之处，买方有权拒收该发票，由此导致（i）买方付款延迟；或（ii）买方不付款的，由供应商承担责任。如果买方不支付发票规定款项，则供应商应被视为已放弃发票中列明的任何费用、收费、成本或开支。买方可扣留全部或部分付款，直至货物和/或服务符合相关订单的要求。买方支付发票规定款项并不构成其对货物和/或服务的接受。

6. SHIPPING INSTRUCTIONS装运指示

6.1. Packing. Packing, preservation and marking shall be in accordance with the specifications and requirements as specified on the Order, or if not specified, with the best commercially accepted practice which will be consistent with applicable law. All Goods shall be packed with packaging suitable to guarantee the protection and integrity of the Goods to destination. Packages must bear Buyer's Order number and bulk containers must also show gross, tare and net weights and/or quantity. No packaging charge shall be made to Buyer unless such charge is specified, itemized and accepted by Buyer. All Goods shall be suitably packed and classified to assure the lowest transportation rates consistent with full protection against loss or damage in transit and to meet the carrier's requirements.

包装。包装、防护和标记应符合订单所载明的规范和要求，如未载明，则应采用符合适用法律的最佳商业惯例。所有货物均应采用适当的包装材料进行包装，以确保货物在运输过程中完好无损。包装必须注明买方的订单号，散装集装箱还必须标明货物的毛重、皮重、净重和/或数量。除非包装费用已明确规定、逐项列出且经买方接受，否则不得向买方收取任何包装费。所有货物均应适当包装和分类，以确保在支付最低运费的情况下仍足以防止货物在运输过程中发生丢失或损坏，同时满足承运人的要求。

6.2 Shipping documents. For each separate shipment delivering the Goods, the original invoice and all necessary or usual shipping documents, all properly completed and certified in accordance with applicable laws and regulations, shall be rendered by Supplier as follows: (a) the original, or, if the original is otherwise required by the shipper or customs or other authority, one copy, faxed and air mailed to Buyer on the day of shipment; (b) other copies, as necessary, distributed according to proper and usual practice; (c) one copy of the invoice shall be placed inside each package or container and one copy shall be properly affixed to the outside of each package or container. All invoices and consignment or shipping documents must show the Order number. For the purposes of this clause, "shipping" includes transportation by aircraft and "shipper" and "shipment" have corresponding meanings. Supplier must inform Buyer's issuing office by electronic mail on the day of shipment, providing the bill of lading or other notice of shipment, and giving Order number and car number, if it is a carload shipment. In the case of shipment elsewhere than Buyer's plant, the original bill of lading or airway bill must be mailed. Packing slips should be enclosed with all shipments, showing Order number, part number, quantity, CO2 emissions and weight.

装运单据。对于每批单独装运的货物，供应商应提交原始发票及所有必要或常用的装运单据，所有单据均应根据适用法律法规妥善填写并认证，包括：（a）正本，或在托运人、海关或其他机构要求保留正本的情况下提交副本一份，于装运当天通过传真和航空信发送给买方；（b）根据需要，按照适当和惯例分发其他副本；（c）在每个包裹或集装箱内放置一份发票副本，并在每个包裹或集装箱外妥善粘贴另一份发票副本。所有发票、托运或装运单据均须注明订单号。本条中的“装运”包括空运，“托运人”及“运输”具有相应含义。供应商必须在装运当天通过电子邮件通知买方的开单部门，提供提单或其他装运通知，并告知订单号和车辆号（如为整车装运）。如货物运往买方工厂以外的地点，则必须邮寄提单或航空运单正本。所有货物均应附上装箱单，注明订单号、零件号、数量、二氧化碳排放量和重量。

6.3 Buyer's access. In the event that the Goods are expedited by Buyer, Buyer's Personnel shall be allowed reasonable access to Supplier's plants, and those of its sub-suppliers, for expediting purposes. As required by Buyer, Supplier shall supply schedules and progress reports for Buyer's use in expediting.

买方通行权。如果货物为买方加急采购，买方人员应被允许在合理范围内进入供应商及其分包商的工厂，以监督加急出货。根据买方的要求，供应商应提供时间表和进度报告，供买方用于加急出货监督工作。

7. TITLE-RISKS所有权-风险

7.1 Risks. Unless otherwise set forth in the Order, risk on the Goods shall pass from Supplier to Buyer upon delivery of the Goods in accordance with the Incoterm designated in the Order. However, where Services are to be performed on those Goods as part of the same Order, the risk shall not pass until the completion of such Services. If the Order does not specify an Incoterm, the default Incoterm shall be DDP (Delivered Duty Paid, Incoterms 2020). Failure of Supplier to comply with the specified Incoterm shall result in Supplier bearing all resulting transportation charges, costs and expenses. Risk of loss or damage in transit prior to actual delivery of the Goods shall be borne by Supplier, notwithstanding any indication to the contrary, including any agreement to pay freight, express or other transportation or insurance charges. If any delivered Goods do not strictly comply with the Agreement, Supplier shall remain liable for them and bear all risks in relation to them, except if Buyer, with full knowledge of the non-compliance, chooses, in writing, to accept and retain those Goods.

风险。除非订单另有规定，货物的风险应在供应商根据订单中指定的《国际贸易术语解释通则》交付货物时从供应商转移至买方。但是，如果作为订单的一部分，需要对这些货物提供服务，则风险应在服务完成后发生转移。如果订单未指定《国际贸易术语解释通则》，则默认的《国际贸易术语解释通则》为DDP（完税后交货，定义见《国际贸易术语解释通则2020》）。如果供应商未能遵守指定的《国际贸易术语解释通则》，则供应商应承担所有由此产生的运输费用、成本和开支。即使有任何相反的指示，供应商应承担在实际交货前的运输过程中发生的货物灭失或损害风险，包括支付运费、快递费或其他运输费用或保险费。如果任何交付的货物不完全符合协议，供应商仍应对其负责并承担与货物有关的所有风险，除非买方在充分了解该不符合的情况后，仍书面选择接受并保留该等货物。

7.2 Title. Full title to the Goods shall pass upon the delivery of said Goods, or full payment, whichever occurs first.

所有权。货物的完整所有权应在所述货物交付时或买方全额付款时转移，以二者中较早发生者为准。

8. DELAYS - NON-PERFORMANCE延迟-不履约

8.1 General. Time is of the essence of this Order. Delivery of the Goods and performance of the Services must be effected on the date specified in the Order, in strict accordance with the schedule or delivery date instructed by Buyer. The signature by Buyer, or any of its representatives, of any document acknowledging delivery of the Goods or performance of the Services shall not constitute or be interpreted in any way as implying acceptance of the Goods or Services or as an acknowledgment or representation that such Goods and Services, or the circumstances of their delivery, comply with the Agreement, and shall not relieve Supplier of any of its responsibilities or liabilities under the Agreement.

总则。时间对于本订单而言至关重要。货物的交付和服务的履行必须在订单指定的日期，严格按照买方指示的时间表或交付日期进行。买方或其任何代表在任何交货或者服务履行确认文件上签字，均不构成或以任何方式被解释为接受该货物或服务，也不代表其承认或表示该等货物和服务或其交付情况符合本协议，且不排除供应商在本协议项下的任何责任或义务。

8.2 Delivery of the Goods. If the quantity delivered, or the time, place or any other circumstances of the delivery of the Goods do not strictly comply with the Agreement for any reasons, other than a Force Majeure event or without the prior written consent of Buyer, Buyer may, at its sole discretion, upon delivery or within a reasonable time after having fully acknowledged the non-compliance: (a) accept and retain all or any of such Goods; (b) reject all or any of the Goods (including compliant Goods), and in this case: Buyer may require Supplier to (i) deliver Goods in substitution for such rejected Goods, and Supplier shall ensure that the substituted Goods strictly comply with the requirements of the Agreement and are delivered by the most expeditious means of transportation, including airfreight, without any additional cost to Buyer, or (ii) refund any amount which has been paid in respect of the rejected Goods; (c) terminate the Agreement, and/or (d) claim damages for additional costs or losses attributable to Supplier's non-compliance.

货物交付。如果货物的交付数量、时间、地点或任何其他情况因任何原因（不可抗力事件或未经买方事先书面同意除外）不完全符合本协议规定，买方可在交付时或在完全确认不符合情况后的合理时间内，自行决定：（a）接受并保留全部或部分该等货物；（b）拒收全部或部分货物（包括符合要求的货物），并且在这种情况下：买方可要求供应商（i）为该拒收货物提供替代货物，且供应商应确保该替代货物严格符合协议要求，并以最快捷的运输方式（包括空运）交付，且买方无需承担任何额外费用；或（ii）退还已支付的与被拒收货物有关的任何款项；（c）终止本协议；和/或（d）就供应商的不合格货物所导致的额外费用或损失提出索赔。

8.3 Non-conforming Services. If Services fail to comply with the Agreement, for any reason other than a Force Majeure Event or Buyer's prior written consent, Buyer may, at its sole discretion: (a) accept all or part of the Services; (b) reject all or part of the Services, whereupon: (i) Supplier shall immediately re-perform the Services at no additional cost; or (ii) Supplier shall refund any payments for rejected Services; (c) engage a third-party to perform the Services at Supplier's risk and expense if Supplier fails to satisfactorily re-perform; (d) terminate the Agreement, and/or (e) claim damages for additional costs or losses attributable to Supplier's non-compliance.

不合格服务。如果因任何原因（不可抗力事件或买方事先书面同意的情况除外）造成服务不符合协议要求，买方可自行决定：（a）接受全部或部分服务；（b）拒绝全部或部分服务，在此情况下：（i）供应商应立即重新履行服务，且不收取额外费用；或（ii）供应商应退还就任何已拒绝服务支付的款项；（c）如果供应商重新履行的服务无法令买方满意，买方可聘请第三方提供服务，相关风险和费用由供应商承担；（d）终止本协议，和/或（e）就供应商的不合格服务所导致的额外费用或损失提出索赔。

8.4 Liquidated damages. Notwithstanding any action that may have been taken by Buyer pursuant to this Section, Supplier shall indemnify and hold harmless Buyer for any loss, damages and claims it may suffer. In addition, Buyer shall recover such liquidated damages as specified in the Order. The parties agree that such liquidated damages, which may be imposed on Supplier for each day/week (or part thereof) of delay in delivery or failure to meet the performance criteria, as set forth in the Order, (i) are a genuine reasonable pre-estimate of the damages Buyer may suffer as a result of delay or non-performance and are not to be assessed as a penalty, and (ii) do not preclude Buyer's right to other remedies, damages and choices arising out of the breach of the Agreement by Supplier. Any sums due to Buyer by way of delay or non-performance damages may be deducted from payments due to Supplier or from Financial guarantees, if any.

违约金。尽管买方可能已根据本条采取了任何行动，对于买方因此遭受的任何损失、损害和索赔，供应商应作出赔偿并使买方免受损害。此外，买方有权获得订单中规定的违约金。双方同意，订单中规定的、因供应商延迟交货或未能满足履行标准而要求其按天/按周（或其部分）支付的违约金，（i）是对买方因延迟交货或者未履行而可能遭受的损失的真实合理的预估，并非罚金，且（ii）不排除买方因供应商违反本协议而享有的其他救济、损害赔偿和选择的权利。因供应商延迟交货或未履行而应付给买方的任何款项，可从应付给供应商的款项或财务担保（如有）中扣除。

8.5 Change of schedule. If Supplier intends to deliver the Goods prior to the delivery date(s) or perform the Services earlier than the schedule stipulated in the Order, Supplier must notify Buyer in writing in sufficient time for Buyer to confirm that early delivery or performance is acceptable to Buyer, in its sole and absolute discretion, and arrange for receiving the Goods and/or allowing the performance of the Services. If Buyer determines that such early delivery or performance is not acceptable, Supplier shall be responsible for and bear the cost of safely storing the Goods (including the protection and preservation of same) until the original scheduled delivery date or the cost of mobilising/demobilising Personnel until the original scheduled services' performance date. Buyer may request Supplier to postpone the delivery of the Goods and/or performance of the Services. In such event, Buyer and Supplier shall mutually agree in good faith upon a new delivery date and any additional direct and documented costs to be incurred by Supplier.

时间表变更。如果供应商计划在订单规定的交货日期或履行服务时间之前交付货物或履行服务，供应商必须提前书面通知买方，以便买方有充足的时间自行确认是否可接受提前交货或提前履行服务，并安排接收货物和/或允许履行服务。如果买方决定不接受该提前交付或履行，供应商应负责并承担在原定交货日期安全存储货物（包括货物的保护和保管）的费用，或在原定服务履行日期前的人员调动/遣散费用。买方可要求供应商推迟交货和/或履行服务。在此情况下，双方应本着诚信原则共同商定新的交付日期，以及供应商将产生的任何额外的直接且有据可查的费用。

9. WARRANTY质保

Supplier expressly warrants that all Goods and Services provided pursuant to this Agreement shall (i) conform to the Agreement and any specifications, drawings, samples, models or other descriptions furnished or adopted by Buyer, (ii) be free from all defects in material and workmanship and all defects in or due to design, (iii) be free and clear of all claims, liens and encumbrances and of any infringement of third-party intellectual property rights; (iv) be new and of merchantable quality, (v) be fit for the particular purpose and use intended and (vi) be performed with the highest degree of professionalism and best industry practices. Upon Buyer's request and instruction Supplier shall, at its sole risk and expense, inspect, repair, replace, remove or reperform on site, all or any part of any defective or non conforming Goods and/or Services covered by the warranties expressed or implied in an Order (a) for twenty-four (24) months from the date on which the plant/installation has successfully passed all performance and operational tests required by the end user for commercial operation or (b) for forty-eight (48) months from the date of delivery of the Goods or performance of the Services, whichever period expires the latest. Supplier acknowledges and agrees that the aforesaid warranties extend to any defective Services, repair or replacement of the Goods shall be extended for an additional twenty-four (24) months starting upon the operational use of the Goods following such repair or replacement. For any warranty repair, replacement, or reperformance of Services, Supplier, at its sole cost and expense, shall perform any tests requested by Buyer to verify conformance that the warranty repair, replacement of re-performance strictly conforms with the specifications and Supplier's obligations under the Agreement. Should Supplier fail to remedy any default within a period to be determined by Buyer which shall not exceed 10 calendar days period from Buyer's notification, Buyer may, at its own discretion, remedy such defective Goods and/or Services (by repair, replacement or reperformance) at Supplier's risk, cost and expenses. Supplier or any of its Affiliates shall not, directly or indirectly, sell or provide any goods or service to Buyer's customers in connection with the Goods and Services covered by this Agreement without the prior written approval of Buyer.

供应商明确保证，根据本协议提供的所有货物和服务应（i）符合本协议以及买方提供或采用的任何规格、图纸、样品、模型或其他说明；（ii）不存在任何材料和工艺缺陷，也不存在任何设计或设计导致的缺陷；（iii）不存在任何索赔、留置权和产权负担，且不侵犯任何第三方知识产权；（iv）为全新货物或服务，且具有适销品质；（v）适用于特定目的和预期用途；（vi）以最高的专业水准和行业最佳实践履行。根据买方的要求和指示，供应商应自行承担风险和费用，在现场对订单中明示或默示的质保所涵盖的缺陷或不合格货物和/或服务进行检查、修理、更换、移除或重新履行，该义务在以下较晚届满的期限内有效：（a）自工厂/设施成功通过最终用户要求的全部性能和操作测试并可投入商业运营之日起二十四（24）个月，或（b）自货物交付或服务履行完毕之日起四十八（48）个月。 供应商确认并同意，上述质保责任同样适用于有缺陷的服务以及维修或更换后的货物，相关质保期应自货物维修或更换后投入运营之日起额外延长二十四（24）个月。对于任何质保期内的维修、更换或服务重新履行，供应商应自费进行买方要求的任何测试，以验证该质保期内的维修、更换或重新履行是否严格符合规格和供应商在本协议项下的义务。如果供应商未能在买方确定的期限内（不超过买方通知之日起 10个日历日）纠正任何违约行为，买方可自行决定（通过维修、更换或重新履行的方式）纠正此类有缺陷的货物和/或服务，相关风险、费用和开支由供应商承担。未经买方事先书面批准，供应商或其任何关联公司不得直接或间接向买方客户销售或提供与本协议项下的货物和服务有关的任何货物或服务。

10. CUSTOM DESIGNED GOODS定制货物

10.1 Buyer's approval. Buyer's review and approval of drawings submitted by Supplier shall be limited to assessing general conformity with the specifications. Such approval shall not constitute approval of any dimensions, quantities or details of the material shown by such drawings and shall not relieve Supplier from its responsibility and obligation to comply with all specifications contained in the Order and further documents. Buyer retains the right of final approval for all finished products.

买方批准。买方对供应商提交的图纸所作的审查和批准，仅限于评估该图纸是否在总体上符合规格。该等批准并不构成对该图纸所示材料的任何尺寸、数量或细节的批准，亦不免除供应商遵守订单及其他文件中所有规格的责任和义务。买方保留对所有成品的最终批准权。

10.2 Alterations to Order. Where Buyer orders Goods to be manufactured other than in strict accordance with full and detailed specifications (including weights, dimensions, capacities, performance ratings, prices and other relevant data) provided in catalogs, prospectuses, circulars, advertisements, illustrated matter, price lists or other such material available to Supplier, Supplier shall provide Buyer with full and detailed specifications for review prior to manufacturing. Buyer may reasonably request modifications of and/or reject such specifications. Supplier shall remain fully responsible for manufacturing and compliance with the final specifications reviewed by Buyer. Buyer may at any time, by written notice, make alterations of any sort to the Order for the Goods, except in relation to such of those Goods that are in the process of being manufactured. If the alteration substantially increases the cost of manufacture, the parties shall proceed as follows. (a) Supplier shall, before the expiration of seven (7) days after Buyer's notice or before the commencement of manufacture, whichever first occurs, require a reasonable and appropriate increase in the price of those Goods by written notice. (b) If Buyer does not, within seven (7) days after such notice, agree in writing to the proposed increase, Supplier may, within three (3) days by notice in writing, terminate the Order to the extent that it concerns Goods to which the alteration relates, and to that extent the price in respect of the Order shall not be payable. (c) If Supplier does not terminate the Order, then it shall proceed with manufacture of those Goods in accordance with the Order as altered and at the price previously agreed. (d) In any event, neither party shall have any right to receive any compensation, damages or indemnity of any sort for loss resulting from the alteration or from Buyer' not agreeing to a price increase or from any such termination.

订单变更。如果买方订购的货物不严格按照目录、说明书、通知、广告、图文资料、价格表或供应商可获得的其他此类材料中提供的完整和详细的规格（包括重量、尺寸、容量、性能指标、价格和其他相关数据）制造，供应商应在制造前向买方提供完整、详细的规格以供审查。买方可合理要求修改和/或拒绝该等规格。供应商仍应对制造及遵守买方审核的最终规格负全部责任。买方可随时以书面通知的方式对货物订单作出任何形式的变更，但已经在制造中的货物不适用任何变更。如果变更大幅增加制造成本，双方应按以下方式处理：（a）供应商应在买方通知后七（7）日内或开始制造前（以先发生者为准），向买方发出书面通知，要求对货物价格进行合理且适当的上调。（b）如果买方未在收到该通知后七（7）天内书面同意供应商所提议的涨价，供应商可在三（3）天内书面通知买方终止与该变更相关的货物的订单；在此情况下，买方无需支付相关货物对应的订单价格。（c）如果供应商不终止订单，则其应按变更后的订单及先前商定的价格继续生产这些货物。（d）在任何情况下，对于因变更、买方拒绝涨价或订单终止而导致的损失，任何一方均无权获得任何形式的补偿、损害赔偿或赔偿。

10.3 Timetable. Supplier shall also submit to Buyer an appropriate written timetable for manufacture and delivery, and shall manufacture and deliver those Goods in accordance with that timetable. Supplier shall submit to Buyer within seven (7) days of the end of each calendar month a progress report detailing the progress of manufacture and delivery against the timetable referred to in this Section.

时间表。供应商还应向买方提交一份书面的生产和交付时间表，并按按照该时间表生产和交付该等货物。供应商应在每个日历月结束后七（7）日内，向买方提交一份进度报告，详细说明根据本条所述时间表生产和交付货物的进度。

11. INSPECTION/ QUALITY检验/质量

11.1 Inspection. Buyer shall have the right to inspect and test the Goods at any time during manufacture, prior to shipment and/or within a reasonable time after arrival at the ultimate destination. The making or failure to make any inspection or payment for the Goods, shall in no way impair Buyer's right to reject or revoke its acceptance of nonconforming Goods, or to avail itself of any other remedies to

which Buyer may be entitled, notwithstanding Buyer’s knowledge of the nonconformity, its substantiality or the ease of its discovery. Supplier shall pay the cost of inspecting and testing of Goods rejected as not conforming to the Order and all transportation and handling charges thereon.

检验。买方有权在货物制造过程中、发运前和/或货物到达最终目的地后的合理期限内的任何时间，对货物进行检验和测试。是否进行检验或是否就该货物支付价款，均不应影响买方拒收或取消接受不合格货物的权利，也不应限制买方可能享有任何其他救济的权利，即使买方已知悉该不合格情形、其严重性或发现该不合格情况的难易程度。供应商应支付因不符合订单要求而被拒收的货物的检验和测试费用，以及全部相关的运费和处理费用。

11.2 Quality. When requested by Buyer, Supplier shall promptly submit real-time production and process data (“Quality Data”) in the form and manner requested by Buyer. Supplier shall provide and maintain an inspection, testing and process control system (“Supplier’s Quality System”) covering the Goods and/or Services provided hereunder that is acceptable to Buyer and its customer and complies with Buyer’s quality policy, quality requirements in the Agreement and/or other quality requirements that are otherwise agreed to in writing by the parties (“Quality Requirements”). Acceptance of Supplier’s Quality System by Buyer does not alter Supplier’s obligations and/or liability under the Agreement, including Supplier’s obligations regarding its sub-suppliers and subcontractors. If Supplier’s Quality System fails to comply with the Terms of the Agreement, Buyer may require additional quality assurance measures at Supplier’s expense necessary to meet the Quality Requirements. Supplier shall keep complete records relating to Supplier’s Quality System, including all testing and inspection data and shall make such records available to Buyer for the longer of: (a) three (3) years after completion of an Order; (b) such period as set forth in the Order or the specifications applicable to an Order; or (c) such period as required by applicable law. If Supplier is not the manufacturer of the Goods, Supplier shall certify the traceability of the Goods to the original equipment manufacturer on the certificate of conformance. If Supplier cannot certify traceability of the Goods, Supplier shall not ship such Goods to Buyer without obtaining Buyer’s written consent. Any review or approval of drawings by Buyer shall be for Supplier’s convenience and shall not relieve Supplier of its responsibility to meet all requirements of an Order.

质量。应买方要求，供应商应立即以买方要求的形式和方式提交实时生产和工艺数据（“质量数据”）。对于根据本协议提供的货物和/或服务，供应商应提供并维持一套检验、测试和工艺控制系统（“供应商质量体系”），该体系应获得买方及其客户的认可，并符合买方的质量政策、本协议中规定的质量要求和/或双方另行书面约定的其他质量要求（统称“质量要求”）。买方接受供应商质量体系并不改变供应商在协议项下的义务和/或责任，包括供应商对其下级供应商和分包商的义务。如果供应商质量体系不符合本协议条款，买方可要求供应商自费采取额外的质量保证措施，以满足质量要求。供应商应保存与供应商质量体系相关的完整记录，包括所有测试和检验数据，并应在以下期限内（以最长者为准）向买方提供此类记录：（a）订单完成后三（3）年；（b）订单或订单相关规格中规定的期限；或（c）适用法律要求的期限。如果供应商并非货物的制造商，则供应商应在合格证书上注明货物可追溯至原始设备制造商。如果供应商无法提供货物可追溯证明，则未经买方书面同意，供应商不得将该货物运送给买方。买方对图纸的任何审核或批准，仅为方便供应商而设，并不免除供应商须满足订单所有要求的责任。

11.3 Product Recall. If a recall is required by applicable law, or Buyer or Supplier reasonably determines that a recall is advisable based on the fact that the Goods create a potential safety hazard, the parties shall promptly communicate such facts to each other. At Buyer’s request, Supplier shall promptly develop a corrective action plan, which shall include all actions required to recall and/or repair the Goods and any actions required by applicable law (“Corrective Action Plan”) for Buyer’s review and approval. At Buyer’s election, Buyer may develop the Corrective Action Plan. Supplier and Buyer agree to cooperate and work together in good faith to ensure that the Corrective Action Plan is acceptable to both parties. In no event shall Buyer and Supplier’s failure to agree on the Corrective Action Plan delay the timely notification of a potential safety hazard to users of the Goods or cause either party to be non-compliant with applicable law. Supplier and Buyer shall cooperate with and assist each other in any corrective actions and/or filings. To the extent a recall is determined to have been caused by a defect, non conformance or non-compliance, which is the responsibility of Supplier, Supplier shall indemnify and hold harmless Buyer from all reasonable costs and expenses incurred in connection with any recall, repair, replacement or refund program, including all costs related to: (i) investigating and/or inspecting the affected Goods; (ii) notifying Buyer’s customers; (iii) repairing, repurchasing, replacing, packing and shipping the recalled Goods; and (iv) media notification. Each party shall consult the other before making any statements to the public or a governmental agency relating to such recall or potential safety hazards, except where such consultation would prevent timely notification required by law.

产品召回。如果货物依法应召回，或买方或供应商基于货物可能造成安全隐患的事实合理认为应当召回货物，则双方应立即将此等事实告知对方。应买方要求，供应商应立即制定一份纠正行动计划，其中应包括货物召回和/或维修所需的所有行动以及适用法律要求采取的任何行动（“纠正行动计划”），以供买方审核和批准。买方亦可自行选择制定纠正行动计划。供应商和买方同意真诚合作，共同确保双方认可该纠正行动计划。在任何情况下，买方和供应商未能就纠正行动计划达成一致均不得延误及时向货物使用者通报潜在安全隐患，或导致任何一方不遵守适用法律。供应商和买方应在任何纠正行动和/或备案中相互协助和配合。如果确定召回是因供应商造成的缺陷、不合格或不合规导致，则供应商应赔偿买方因货物召回、维修、更换或退款计划而发生的所有合理费用和支出，并使其免受损害。该费用包括与以下行动或事项有关的费用：（i）调查和/或检验受影响的货物；（ii）通知买方的客户；（iii）维修、重新采购、更换、包装和运输召回的货物；以及（iv）媒体通知。各方在向公众或政府机构发表与此类召回或潜在安全隐患有关的任何声明之前，均应与另一方协商，但此类协商会妨碍依法进行及时通知的情况不受此限。

12. BUYER’S PROPERTY 买方财产

The entrustment to Supplier of possession of goods and materials owned by Buyer (“Buyer’s Property”), pursuant to this Agreement, is for the sole purpose of allowing work to be performed on or with Buyer’s Property and does not transfer, ownership, title, right or any other interest in Buyer’s Property. Buyer’s Property shall be accepted by Supplier “AS IS” basis without any implied or express warranties whatsoever and be used by Supplier at its own risk. Supplier shall: (i) keep Buyer’s Property free of encumbrances and insured at its expense at an amount equal to the replacement cost thereof; (ii) mark and keep separate Buyer’s Property from its own goods; (iii) use Buyer’s Property only to execute the Agreement; (iv) use it in accordance with the user manual and/or Buyer instructions for use, as the case may be; (v) return such property in the same condition as originally received by Supplier, reasonable wear and tear excepted. Supplier agrees that Buyer’s Property shall not be subject to any lien or possessory interest of any third-party and to indemnify and hold harmless Buyer from any damages, costs and expenses, including reasonable attorney fees, incurred by Buyer, resulting from (a) a transfer by Supplier of; or (b) any third-party claim to, any interest in Buyer’s Property entrusted to Supplier pursuant to this Agreement. Should Supplier, without Buyer’s prior written consent and authorization, design or manufacture for sale to any person or entity other than Buyer any goods that are substantially similar to, or which reasonably can substitute for or repair, a Good, Buyer, in any adjudication or otherwise, Buyer may require Supplier to establish by clear and convincing evidence that neither Supplier nor any of its Personnel used, in whole or in part, directly or indirectly, any of Buyer’s Property, in such design or manufacture of such goods.

买方根据本协议将其拥有的货物和材料（“买方财产”）托付给供应商持有的唯一目的是为了供应商在买方财产上或利用买方财产开展工作，并不构成对买方财产的所有权、产权、权利或其他任何权益的转让。供应商应“按现状”接受买方财产，不附带任何明示或暗示的保证，并自行承担使用风险。供应商：（i）确保买方财产不被设定任何产权负担，并自费按重置成本为其投保；（ii）对买方财产进行标记并将其与自己的货物分开存放；（iii）仅为履行本协议之目的使用买方财产；（iv）按照用户手册和/或买方使用说明使用（视情况而定）；（v）按照与最初收到时相同的状态（但合理磨损除外）归还该财产。供应商同意，任何第三方均不得就买方财产主张留置权或其他权益。 因根据本协议托付给供应商的买方财产的任何权益（a）被供应商转让、或（b）被任何第三方主张权利，导致买方遭受损害、发生成本和费用（包括合理的律师费）的，供应商同意向买方作出赔偿并使其免受损害。 如果供应商未经买方事先书面同意和授权，为了向买方以外的任何个人或实体销售的目的，设计或制造任何与货物实质相似或可合理替代或修理该货物的货物，则买方可在任何裁判或其他程序中，要求供应商提供明确且有说服力的证据，证明供应商及其任何人员在该货物的设计或制造中，均未直接或间接地使用全部或部分买方财产。

13. INTELLECTUAL PROPERTY 知识产权

13.1 General. Buyer hereby grants a non-exclusive, non-assignable, non-sublicensable, royalty-free license, which is revocable with or without cause at any time, to Supplier to use any information, drawings, specifications, computer software, know how and other data furnished or paid for by Buyer hereunder for the sole purpose of providing the Goods and Services that Supplier provides to Buyer pursuant to the Agreement. The parties agree that each party exclusively owns all intellectual property it had prior to the commencement of any work under the Agreement. However, Buyer shall own exclusively all rights in ideas, inventions, works of authorship, strategies, plans and data created in or resulting from Supplier’s performance under the Agreement, including all patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights and other intellectual property rights (collectively, “Buyer’s IP Rights”). All such intellectual property that is protectable by copyright shall be considered “work(s) made for hire” for Buyer (as defined in the U.S. Copyright Act (17 U.S.C. § 101)) or Supplier shall give Buyer “first owner” status related to the work(s) under local copyright law where the work(s) was created. If by operation of law, any such intellectual property is not owned in its entirety by Buyer automatically upon creation, then Supplier hereby transfers and assigns to Buyer, the entire right, title and interest throughout the world to such intellectual property. Supplier further agrees to enter into and execute any documents that may be required to transfer or assign ownership in and to any such intellectual property to Buyer.

总则。买方在此授予供应商一项非排他、不可转让、不可再许可、免许可费且可随时因故或无故撤销的许可，允许供应商仅为向买方提供本协议项下的货物和服务之目的，使用买方提供的或由买方出资取得的任何信息、图纸、规格书、计算机软件、专有技术(know how)和其他资料。双方同意，任何一方在本协议项下工作开始之前已拥有的知识产权仍归该方独家所有。但是，供应商在履行本协议过程中创造的或因此产生的任何创意、发明、著作权作品、策略、方案及数据的权利，包括一切专利权、著作权、精神权利、专有信息权、数据库权、商标权及其他知识产权（合称为“买方知识产权”）均归买方独家所有。所有该等受著作权保护的知识产权均应被视为为买方创作的“职务作品”（定义见《美国版权法》（《美国法典》第17篇第101条）），或者依照作品创作地的当地著作权法律，由供应商授予买方该作品的“第一权利人”地位。如果根据法律规定，任何此类知识产权在创作完成后不能自动完全归买方所有，则供应商特此将该等知识产权在全球范围内的全部权利、所有权及权益转让给买方。供应商还同意订立并签署向买方转让该知识产权的所有权可能需要的任何文件。

13.2 Buyer proprietary information. Data, drawings, specifications, or other technical or commercial information furnished directly or indirectly, in writing or otherwise, to Supplier by Buyer pursuant to this Order shall not be construed as granting any rights whatsoever, express or implied, under any patents or other intellectual property right of Buyer.

买方专有信息。买方根据本订单以书面或其他形式直接或间接向供应商提供数据、图纸、规格书或其他技术或商业信息的行为，不应被解释为向买方授予任何专利或其他知识产权中明示或暗示的权利。

13.3 Embedded Software. To the extent any Goods contain any software necessary for operation of Goods and embedded in and delivered as an integral part of Goods (“Embedded Software”) that is not Buyer’s Property, no title to such Embedded Software shall pass to Buyer, and Supplier shall grant Buyer, its customers and all other users a non-exclusive worldwide, irrevocable, perpetual, royalty-free right to use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such Embedded Software as an integral part of such Goods or for servicing the Goods. If such Embedded Software or any part thereof is owned by a third party, prior to delivery, Supplier shall obtain such license from such third party owner.

嵌入式软件。如果任何货物包含其运行所必需的、作为货物不可分割的一部分嵌入其中并随货物一同交付的任何软件（“嵌入式软件”），而该软件并非买方财产，则该嵌入式软件的所有权不转移给买方。供应商应授予买方、其客户 and 所有其他用户一项非排他的、全球范围内的、不可撤销的、永久性的、免许可费的权利，将该嵌入式软件作为该货物不可分割的一部分或为了货物维修目的，使用、加载、安装、执行、演示、营销、测试、转售、分许可和分发等嵌入式软件。如果该嵌入式软件或其任何部分由第三方所有，供应商应在交付前从该第三方所有者处获得该等许可。

13.4 Patent infringement. To the extent the Goods are not manufactured pursuant to a detailed design originated by Buyer, Supplier agrees to indemnify and hold harmless, Buyer, its successors, assigns, customers, and users of the Goods described herein against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement of any letters patent granted by local government relating to the Goods and any apparatus or equipment furnished by Supplier hereunder. Supplier agrees that it will assume the defense or any and all such suits and pay all costs and expenses incidental thereto. Supplier shall, at its own expense, either procure on the benefits of Buyer an irrevocable, royalty-free license to continue using such Goods or, with Buyer prior written approval, replace the Goods with

substantially equal but non-infringing goods or modify them so they become non-infringing, provided that no such replacement or modification shall in any way amend or relieve Supplier of its warranties and guarantees set forth in the Agreement.

专利侵权。如果货物并非根据买方提供的详细设计制造，对基于涉嫌侵犯地方政府授予的与货物以及供应商在本协议项下提供的任何仪器或设备相关的任何专利而提出的索赔或诉讼导致的任何及所有损失、损害或伤害，供应商同意向买方及其继承人、受让人、客户和协议项下货物的用户作出赔偿并使其免受损害。 供应商同意承担所有此类诉讼的抗辩工作，并支付一切相关费用和开支。供应商还应自费为买方取得一项不可撤销的、免许可费的许可，以便继续使用该货物，或者经买方书面同意，以实质相同但不侵权的货物替换该侵权货物，或修改原货物使其不再侵权，但前提是，前述替换或修改不得以任何方式影响或免除供应商在本协议项下的任何保证或担保义务。

14. CONFIDENTIALITY保密

All information and data exchanged between the parties (the “Confidential Information”), shall be considered and treated as strictly confidential. The party receiving Confidential Information (the “Receiving Party”) shall (i) retain such information in strict confidence, (ii) use such information only in connection with performing its obligations under the Agreement, (iii) not disclose to any third party, or transfer directly or indirectly, any Confidential Information as otherwise agreed to in writing by the party disclosing the Confidential Information (the “Disclosing Party”), and (iv) limit access of the Confidential Information to such of its employees, agents, or other representatives (“Personnel”) or Affiliates who require such information in furtherance of this Agreement, and who have been, prior to any disclosure, informed of, and have agreed to abide by, the confidentiality obligations stated in this Section. The Receiving Party shall be responsible for any breach of the foregoing restrictions by any of its Personnel or Affiliates. The Receiving Party shall immediately notify the Disclosing Party in writing of any misuse, disclosure or misappropriation, known or suspected, of the Disclosing Party’s Confidential Information as soon as the Receiving Party is aware of such misuse, disclosure or misappropriation of the Confidential Information. In such case, the Receiving Party shall use any reasonable means to cooperate with the Disclosing Party to enable it to retrieve its Confidential Information. Notwithstanding any other provision of this Agreement, the Receiving Party may disclose Confidential Information (i) if legally required to do so, provided that the Receiving Party shall have promptly notified the Disclosing Party, unless such notice is prohibited by law, of any judicial, administrative or other legal process purporting to require disclosure and shall have reasonably cooperated with the Disclosing Party’s attempts, at the Disclosing Party’s expense, to participate in such process for the purpose of preventing or limiting the disclosure, and (ii) as necessary to perform its obligations under this Agreement, including the disclosure of such Confidential Information, after prior written agreement of the Disclosing Party, to end user(s) of the Goods as required in connection with such end user’s ownership, operation and maintenance of the Goods. Upon termination of the Agreement, the Receiving Party agrees to return to the Disclosing Party or destroy all writings or other materials containing, referring to, or summarizing Confidential Information. For greater certainty, Supplier shall not publish or disseminate any information, whether confidential or not, related to the Agreement on social networks, web, magazines, and any type of medium, as well as using the name and/or logos related to Veolia, Veolia’s customers, or Veolia’s partners, without an express and prior written authorization from Buyer. Supplier shall not be entitled to use, dispose of, disclose, publish, and reproduce such Confidential Information during and for a period of ten (10) years after the expiry of the Agreement.

双方之间交换的所有信息和数据（“保密信息”）均应视为保密信息，并应采取严格保密措施。接收保密信息的一方（“接收方”）应（i）对该信息严格保密，（ii）仅为履行其在本协议项下的义务而使用该信息，（iii）不得向任何第三方披露或直接或间接转让任何保密信息，除非披露保密信息的一方（“披露方”）另行书面同意，以及（iv）仅向其员工、代理人或其他代表（“人员”）或关联公司披露保密信息，但前提是该人员或关联公司为履行本协议确有必要了解该信息，并且在披露前已被告知且同意遵守本条规定的保密义务。接收方应对其人员或关联公司违反上述保密义务的行为承担责任。如果接收方知悉任何对披露方保密信息的实际或疑似的滥用、披露或盗用行为，接收方应立即以书面形式通知披露方，并应采取一切合理措施协助披露方收回其保密信息。尽管本协议有任何其他规定，接收方可在以下情况下披露保密信息：（i）依法披露，但前提是接收方应及时通知披露方要求进行披露的司法、行政或其他法律程序（除非法律禁止该等通知），并在披露方承担费用的前提下，合理配合披露方为阻止或限制该披露所采取的措施，以及（ii）为履行其在本协议项下的义务而必须披露，包括在事先获得披露方书面同意的情况下，向货物的最终用户披露与货物所有权、运营或维护相关的保密信息。本协议终止后，接收方同意销毁或者向披露方返还所有包含、提及或概括了保密信息的书面或其他材料。为更明确起见，未经买方事先书面明确授权，供应商不得在社交网络、网站、杂志或任何媒体上发布或传播与本协议有关的任何信息（无论是否属于保密信息），亦不得使用与威立雅、威立雅客户或威立雅合作伙伴有关的名称和/或标识。在本协议期间及协议到期后十（10）年内，供应商无权使用、处置、披露、发布和复制该等保密信息。

15. INSURANCE保险

15.1. Insurance coverage. Unless otherwise stated in the Order, Supplier shall provide and maintain at its cost, for the duration of the Agreement and for a period of six (6) years from the date of delivery of the Goods or performance of the Services, or until the fulfilment of its obligations whichever comes the latest, through insurers with a minimum A.M. Best rating of A- VII or S&P A or equivalent and licensed in the jurisdiction where the Goods are delivered and/or where Services are performed, for insurance including: (a) a general liability insurance, in the minimum amount of EUR €5,000,000.00 per occurrence with coverage for: (i) bodily injury/property damage; (ii) personal injury; and (iii) products/completed operations liability, including coverage for contractual liability insuring the liabilities assumed in the Agreement; (b) insurance in respect of the Goods until the end of the warranty of such Goods and (c) any other insurance that may be required in form and amount which, in Buyer’s opinion, are adequate to perform the Agreement. Supplier shall indemnify and hold Buyer harmless from and against all claims, losses, damages or expenses of any nature whatsoever caused by or in connection with the Goods supplied, Services performed, performance of or any failure to meet its obligations under the Agreement by Supplier exceeding Supplier’s insurance coverage limits provided.

承保范围。除非订单中另有规定，在本协议期间以及自货物交付或服务履行完毕之日起六（6）年内或直至供应商义务履行完毕（以二者中较晚到达者为准则），供应商应向A.M. Best 评级不低于 A- VII 级或标准普尔评级不低于A级或同等评级、且在货物交付地和/或服务履行地的司法管辖区内持照经营的保险公司购买并维持以下保险：（a）一般责任险，每次事故最低保额为5,000,000.00 欧元，承保范围包括：（i）身体伤害/财产损失；（ii）人身伤害；和（iii）产品/完工责任，包括本协议中约定承担的合同责任；（b）对货物投保的保险，保险期限涵盖货物的质保期，以及（c）买方认为其形式和金额对履行本协议而言可能必要的其他保险。如果因供应商提供的货物、履行的服务、履行或任何未能履行其在本协议项下的义务而引起的或与之相关的任何性质的索赔、损失、损害赔偿或费用超出供应商投保保险的承保范围，供应商应对买方作出赔偿并使其免受损害。

15.2. Insurance certificates. Supplier shall submit to Buyer, upon request, detailed insurance certificates or any other documents demonstrating that the required insurance policies are in place. The certificate(s) of insurance shall reference that the required coverage extensions are included on the required policies. Upon request by Buyer, copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, shall in no way whatsoever imply that Buyer has waived its insurance requirements or any other obligations set forth herein. If Supplier fails to provide the required insurance cover in accordance with the Agreement, or fails to provide satisfactory evidence of this cover, Buyer may at its option take out the relevant cover in the name of Supplier and the Price shall be adjusted accordingly.

保险凭证。供应商应根据买方要求提交详细的保险凭证或其他证明已购买必要保险的文件。保险凭证中应注明保单中已对承保范围进行了必要的扩展。根据买方要求，供应商应在保险凭证上附上批单副本，以证明附加被保险人身份、放弃代位求偿权条款和/或赔款受益人身份。买方接受不符合规定承保范围的保险凭证，并不意味着买方已放弃本协议中规定的投保要求或任何其他义务。如果供应商未按照本协议要求投保相关保险，或未能提供令人满意的保险凭证，买方可自行以供应商名义投保相关险种，并相应地调整合同价格。

15.3. Deductibles. The application and payment of any self-insured retention or deductible on any policy carried by Supplier shall be the sole responsibility of Supplier.

免赔额。供应商投保的任何保单中任何自负部分或免赔额的适用和支付，由供应商全权负责。

16. FORCE MAJEURE不可抗力

For the purposes of this Agreement, a “Force Majeure Event” means any event or circumstance which (i) was unforeseeable or was not already in existence as of the date of issuance of the Order, (ii) is beyond the reasonable control of the party affected by it, occurring through no fault of such party and (iii) could not have been avoided, prevented, provided against or overcome by exercising reasonable care and/or diligence or by making commercially reasonable alternative arrangements. Examples of Force Majeure Events include, but are not limited to: a) natural catastrophes such as hurricanes, tornados, typhoons, earthquakes, floods or fires; b) acts of terrorism, war, hostilities, invasions, insurrections, riots, terrorism, vandalism, sabotage, epidemics or pandemics; c) restraints by any public authority or governmental agency; d) strikes or other labor disturbances which are the result or part of a general industry labor strike or disturbance; or e) embargoes, acts of any person or entity engaged in subversive activity. Neither party shall be liable for any delay in performing, or failure to perform its obligations hereunder if such delay or failure solely and directly results from a Force Majeure Event, provided the party affected by it has given written notice to the other party within 10 days from the commencement of the Force Majeure Event, specifying i) the obligations, the performance of which is or will be delayed or prevented, and ii) any contemporary records and other supporting particulars which substantiate the occurrence and effects of the Force Majeure Event on the affected party. The parties shall meet as soon as reasonably possible after receipt of such notice to discuss in good faith of the measures to be taken to mitigate the effects of the Force Majeure Event. If the period of suspension lasts longer than thirty (30) days, then the unaffected party may at any time terminate this Agreement immediately without penalty, liability or further obligation.

就本协议而言，“不可抗力事件”是指符合以下条件的事件或情况：（i）在订单签发之日不可预见或尚未发生；（ii）非受影响方的过错导致且超出其合理控制范围；（iii）即使尽合理注意和/或勤勉义务或者做出商业上合理的替代安排也无法避免、防止、防范或克服。不可抗力事件的例子包括但不限于：a）自然灾害，如飓风、龙卷风、台风、地震、洪水或火灾；b）恐怖主义行为、战争、敌对行为、入侵、叛乱、暴乱、恐怖主义、故意破坏、蓄意破坏、流行病或大流行病；c）任何公共当局或政府机构的限制；d）因整个行业罢工或骚乱而导致的罢工或其他劳工骚乱；或 e）禁运、任何从事颠覆活动的人或实体所实施的行为。如果不可抗力事件完全或直接导致任何一方延迟履行或未能履行其在本协议项下的义务，则该方无需承担责任，但前提是该受影响的一方已在不可抗力事件发生后10天内以书面形式通知另一方，详细说明 i）当前或以后被延迟或阻止履行的义务，以及 ii）任何可证明不可抗力事件的发生及其对受影响方的影响的同期记录和其他证明材料。双方应在收到通知后尽快会面，诚意协商为减轻不可抗力事件的影响而应采取的应对措施。如果不可抗力事件持续三十（30）天以上，未受影响方可随时立即终止本协议，且无需承担任何违约金、责任或进一步义务。

17. ASSIGNMENT AND SUBCONTRACTING转让和分包

Supplier shall in no event assign, delegate, subcontract, or transfer (including by change of ownership or control, by operation of law or otherwise) the Agreement or any of its rights or obligations thereunder, without Buyer’s prior written consent. Should Buyer consent to Supplier’s assignment, Supplier shall ensure that such assignee or subcontractor shall be bound by the Terms of this Agreement and Supplier shall remain fully responsible and liable for the performance of all obligations under this Agreement. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

未经买方事先书面同意，供应商在任何情况下均不得转让、委托、分包或转移（包括通过变更所有权或控制权、依法行事或其他方式）本协议或其项下的任何权利或义务。如果买方同意供应商的转让，供应商应确保该受让人或分包商受本协议条款的约束，且供应商仍应对本协议项下所有义务的履行承担全部责任。适用前述规定的前提下，本协议对双方及其各自的承继人和许可受让人均具有约束力并以前述各方为受益人。

18. GOVERNMENT CONTRACTS政府合同

If Supplier is located in the United States, Supplier hereby agrees to comply with the provisions of the equal opportunity clause of Executive Order 11246 which are incorporated by reference herein. Supplier also agrees to comply with the requirements of the affirmative action clauses set out at 41 C.F.R. 60-250.4 and 41 C.F.R. 60-741.4, which are incorporated by reference herein. These Equal Employment Opportunity and Affirmative Action clauses are binding where applicable.

如供应商位于美国，供应商在此同意遵守第11246号行政命令中的机会均等条款，该条款通过引用纳入本协议。供应商还同意遵守《美国联邦法规汇编》第41篇第60-250.4条和第41篇第60-741.4条中规定的平权行动条款，该等条款也通过引用纳入本协议。前述就业机会均等与平权行动条款（如适用）对供应商具有约束力。

19. NON-SOLICITATION/NON-COLLUSION禁止招揽/禁止串通

19.1 Non-solicitation. During the provision of Services, work on or shipment of the Goods which is the subject of this Order, and for a period of twelve (12) months following completion of such Services, work on the Goods or shipment of the Goods, neither Supplier nor any of its Affiliates may, without the prior written consent of Buyer, directly or indirectly, entice or solicit an employee of Buyer who is engaged in performing work in connection with the Order, to cease employment with Buyer. Nothing in the foregoing provision prevents Supplier from (a) advertising publicly to recruit employees in any capacity; or (b) interviewing with or offering employment to any employee of Buyer, who first applied for a publicly advertised position with Supplier, and recruiting such employee after the employee becomes free of any covenants that may have survived the contract or relationship of employment with Buyer.

不得招揽。在提供本订单项下的服务、制造或装运货物期间，以及在该等服务、货物制造或装运完成后十二（12）个月内，未经买方事先书面同意，供应商或其任何关联公司均不得直接或间接地引诱或招揽从事与订单相关工作的买方员工终止与买方的雇佣关系。前述规定并不阻止供应商（a）公开发布广告招聘任何职位的员工；或（b）对任何首先申请供应商公开发布的职位的买方员工进行面试或提供就业机会，并在该员工不再受与买方的雇佣关系相关的任何限制性约定约束后予以聘用。

19.2 Non-collusion. Supplier represents and warrants that Supplier has not and will not, directly or indirectly, enter into any agreement, participate in a collusion or otherwise take any action in restraint of free or competitive bidding, including, but not limited to, any offer or promise of future business opportunity by or for any bidders associated with this Agreement.

不得串通。供应商声明并保证，其未曾且不会直接或间接与他人达成协议、参与串通或采取任何其他限制自由或竞争性投标的行为，包括但不限于接受或者向与本协议有关的投标人提供或承诺未来商业机会。

20. RECORDS AND AUDIT RIGHTS记录 and 审计权

20.1 Records. Supplier shall maintain in accordance with generally accepted accounting principles, quality standards and industry practices, accurate and complete books and records, findings, metrics and other documentation (both physical and electronic) as well as an inspection and process control system covering any Services provided hereunder that is necessary to enable Supplier to demonstrate Supplier's full compliance with this Agreement (the "Audit Materials"). Supplier acknowledges that Audit Materials encompass materials pertaining both to Supplier's accounting/billing practices and its performance of its obligations under this Agreement, including, its compliance with Buyer's policies and applicable laws. Supplier shall retain the Audit Materials for the later of: (i) the term of the Agreement and for a period of three (3) years after termination of the Agreement; (ii) resolution of any dispute in which the Audit Materials are relevant; and (ii) any additional time required by any governmental, judicial or regulatory authority (the "Retention Period").

记录。供应商应依照公认会计准则、质量标准及行业惯例，维持完整准确的账簿记录、调查结果、衡量指标及其他文件（包括纸质及电子形式），以及一套涵盖本协议项下所提供的任何服务的审查及流程控制体系（“审计材料”），以证明其已全面遵守本协议。供应商确认，审计材料包含与供应商的会计/计费实践及其履行本协议项下义务（包括其遵守买方政策和适用法律）相关的材料。供应商应在以下期限（以最晚结束者为准）内保留审计材料：（i）本协议期限内以及本协议终止后三（3）年；（ii）与审计材料相关的任何争议解决后；以及（iii）任何政府、司法或监管机构要求的任何额外时间（“保留期”）。

20.2 Audit. At Buyer's written request during the Retention Period, Supplier shall allow Buyer (directly and/or through third-parties) to audit and inspect Supplier's facilities and Audit Materials, as well as copy any documents that Supplier has relating to the performance of Supplier's obligations under the Agreement or other applicable legal requirements. Each of the parties will bear their own respective costs and expenses associated with the foregoing. Adjustments in favor of Buyer arising from any such audit shall be recognized as an adjustment of any future payment due Supplier, or, if no future payment is due Supplier, Supplier shall promptly pay the amount of any such adjustment to Buyer. If a financial audit or inspection uncovers any overcharge, Supplier shall refund the overcharge as a credit on the next invoice provided to Buyer, or if no future payment is due, Supplier shall promptly pay the amount of the overcharge to Buyer. Each party shall bear its own costs and expenses associated with its own actions under this Section; provided however, if an audit reveals an overbilling or over-reporting of three percent (3%) or more, then Supplier shall reimburse Buyer for the cost of the audit. Access, inspections and audits shall be conducted in a manner not to unduly interfere with Supplier's operations.

审计。在保留期内，供应商应按照买方的书面要求，允许买方（直接和/或通过第三方）审计并检查供应商的设施及审计材料，并复制供应商持有的、与履行本协议义务或其他适用法律要求有关的文件。各方应自行承担因前述审计而产生的费用。因任何此类审计而产生的对买方有利的调整，应确认为对任何未来应付给供应商款项的调整，或者，如果供应商没有未来应付款项，则供应商应立即向买方支付任何此类调整的金额。如果财务审计或检查发现任何多收的费用，供应商应在下一张提供给买方的发票上以贷项形式退还多收的费用，或者，如果没有未来应付的款项，供应商应立即将多收的费用金额支付给买方。各方应自行承担本条下各自行动所产生的费用和支出；但是，如果审计发现多收费用或多报账目达到或超过百分之三（3%），则供应商应向买方补偿审计费用。进入（设施）、检查和审计不得对供应商的经营活动造成不当干扰。

21. CYBERSECURITY FOR GOODS WITH EXECUTABLE BINARY CODE包含可执行二进制代码货物的网络安全

Supplier undertakes that all Goods that include executable binary code shall comply with the Product Cybersecurity Appendix found at <https://www.watertechnologies.com/Supplier-documents>. 供应商承诺，所有包含可执行二进制代码的货物均符合产品网络安全附录中的要求，详见：<https://www.watertechnologies.com/Supplier-documents>。

21.1 Disabling Devices. In addition, Supplier shall deliver and maintain the Services and deliverables and Goods free from all disabling devices. For the purposes of this Agreement, "Deliverables" shall mean any tangible and intangible goods, services, materials, work products, outputs, or results that are to be provided, developed, produced, or delivered by Supplier to Buyer under this Agreement and "Disabling Device" shall mean any software, hardware, device, technology or other means, the purpose or effect of which is to: (A) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data processed thereby; or (B) prevent Buyer or any authorized user from accessing or using the Services as intended by this Agreement, and includes any virus, timer, clock, counter, time lock, time bomb, Trojan horse, worm, file infector, boot sector infector or other limiting design, instruction or routine that could, if triggered, erase data or programming or cause the resources to become inoperable or otherwise incapable of being used in substantially the same manner for which such resources were intended to be used. In addition to Buyer's other rights and remedies under this Agreement or otherwise at law or in equity, Supplier shall provide Buyer, free of charge, with any and all new versions, upgrades, updates, releases, maintenance releases, and error or bug fixes applicable to the Deliverables (collectively, "Revised Code") which prevents a breach of any of the warranties provided under this Agreement or corrects a breach of such warranties. Revised Code contained in Deliverables shall also be deemed to be a Deliverable.

禁用设备。此外，供应商应交付并维护不含任何禁用设备的服务、交付物及货物。就本协议而言，“交付物”指供应商根据本协议向买方提供、开发、生产或交付的任何有形和无形货物、服务、材料、工作产品、产出或成果；“禁用设备”指任何旨在实现以下目的或产生以下效果的软件、硬件、设备、技术或其他手段：(A) 允许未经授权的访问，或以任何方式破坏、扰乱、禁用、扭曲或以其他方式损害或阻碍（i）任何计算机、软件、固件、硬件、系统或网络，或（ii）上述任何项目的任何应用程序或功能，或其处理的任何数据的完整性、用途或操作；或（B）阻止买方或任何授权用户按本协议规定访问或使用服务，包括任何病毒、计时器、时钟、计数器、时间锁、定时炸弹、木马程序、蠕虫、文件感染程序、引导扇区感染程序或其他可触发删除数据或程序、导致资源无法正常运行或无法以预期用途基本相同的方式使用的限制性设计、指令或例程。除买方根据本协议或法律、衡平法所享有的其他权利和救济外，供应商还应免费向买方提供适用于交付物的所有新版本、升级、更新、发行版、维护版本以及错误或缺陷修复（统称“修订代码”），以防止或纠正任何违反本协议项下质保条款的情形。交付物中包含的修订代码也应被视为交付物。

21.2 Materials and Underlying Licenses. "Materials" includes, but is not limited to the following: systems; software, code, tools and tooling, mechanisms; mask works; compositions of matter, processes, ideas, inventions, know-how, trade secrets, developments, discoveries and improvements, data, textual matter, forms, lists, photographs, illustrations, audio and/or video, compilations of data and other content, designs, specifications, schematics, work and process flows, plans, models, prototypes, methodologies, interfaces, "look and feel," packaging, research, analyses, reports, procedures, techniques, and identifiers such as domain, business and/or product names, marks, logos, URL's, user and account names, social media presences and the like. "Open Source Materials" or "OSM" means any Materials that are distributed as "open source software" or "freeware" or are otherwise distributed publicly or made generally available in source code form. "Third Party Materials" or "3PM" means Materials the rights to which are owned in whole or in part by one or more third-party individuals or entities (and not by either party or its designees). "Underlying License" means any and all terms which are legally applicable to the use, disclosure, modification, incorporation, distribution (or other exercise of Intellectual Property Rights) in OSM or 3PM.

材料和基础许可。“材料”包括但不限于以下内容：系统；软件、代码、工具和磨具、机械装置；掩模作品；物质成分、流程、创意、发明、专有技术、商业秘密、开发、发现和改进、数据、文本材料、表格、清单、照片、插图、音频和/或视频、数据及其他内容的汇编、设计、规格、示意图、工作流程、计划、模型、原型、方法、界面、“感官”、包装、研究、分析、报告、程序、技术和标识符（如域名、企业和/或产品名称、商标、标识、网址、用户和帐户名称、社交媒体存在等）。“开源材料”或“OSM”是指以“开源软件”或“免费软件”形式分发或以其他方式公开发布或以源代码形式向公众提供的任何材料。“第三方材料”或“3PM”是指其全部或部分权利归一个或多个第三方个人或实体（而非任何一方或其指定人）所有的材料。“基础许可”系指合法适用于OSM或3PM的使用、披露、修改、整合、分发（或以其他方式行使知识产权）的一切条款。

21.3 OSM and 3PM Disclosure, Approval, and Compliance. With Buyer's prior written approval, Supplier may provide any Deliverable to Buyer which uses or incorporates OSM or 3PM (or depends in any way upon OSM or 3PM) so long as: (a) Supplier cooperates with Buyer's security and proprietary rights assessments concerning OSM and 3PM; (b) Supplier validly holds and is in compliance with all Underlying Licenses necessary to use or incorporate the OSM or 3PM as specified in the Order; and (c) Supplier agrees, upon Buyer's request, to allow Buyer (or an approved third party inspector paid for by Supplier) to examine any Deliverable for OSM or 3PM, and provides Buyer with any related necessary assistance. If any 3PM incorporated into a Deliverable is not commercially available as a separate product offering, Supplier agrees to obtain for Buyer an Underlying License conveying a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, fully paid-up, sublicensable (through all tiers) right which allows Buyer and its authorized designees to use the 3PM as incorporated, at no additional charge to Buyer. Supplier shall be responsible at its sole expense for remediating any technical or legal issues experienced by Buyer in connection with the use or incorporation of OSM or 3PM (including, but not limited to removing any OSM or 3PM incorporated without Buyer approval; reperforming Services or Deliverables; reimbursing Buyer for losses, costs and other direct damages related to the OSM or 3PM; and/or undertaking the fulfillment of obligations that might be imposed on Buyer by any applicable OSM or 3PM Underlying Licenses, or resolving conflicts among them).

OSM和3PM的披露、批准与合规。经买方事先书面批准，供应商可向买方提供使用或整合OSM或3PM（或以任何方式依赖于OSM或3PM）的任何交付物。前提是：（a）供应商配合买方对OSM和3PM进行安全 and 所有权评估；（b）供应商依法持有并遵守订单中指定的使用或整合OSM或3PM所需的所有基础许可；（c）供应商同意，应买方的要求，允许买方（或供应商支付费用的经批准的第三方检查员）检查任何交付物中是否包含OSM或3PM，并向买方提供任何相关的必要协助。如果交付物中包含的任何3PM无法作为单独的产品从市场上购得，供应商同意为买方获得一项基础许可。该基础许可可为非排他的、免许可费的、永久性的、不可撤销的、全球范围内的、全额付清的、可分许可（不限层级）的授权，允许买方及其授权指定人使用交付物中包含的3PM，而无需支付额外费用。对于买方在使用或整合OSM或3PM方面遇到的任何技术或法律问题（包括但不限于未经买方批准删除交付物中包含的任何OSM或3PM；重新履行服务或提供交付物；补偿买方与OSM或3PM相关的损失、费用和其他直接损害；和/或履行任何适用的OSM或3PM 基础许可可能对买方施加的义务，或解决其中的冲突），供应商应负责解决并自行承担相关费用。

21.4 Compliance with the Cyber Resilience Act. For all Goods incorporating digital elements within the meaning of Regulation (EU) 2024/2847 of the European Parliament and of the Council of 23 October 2024 on horizontal cybersecurity requirements for products with digital elements ("CRA"), Supplier warrants and undertakes that:

(a) Security by design. All Goods are designed, developed and produced in accordance with the essential cybersecurity requirements set out in Annex I to the CRA and are placed on the market without known exploitable vulnerabilities, in accordance with Article 13(1) CRA;

(b) Security updates. Supplier shall make security updates available free of charge for a minimum period of five (5) years from the date of delivery of the Goods, or for the expected product lifetime if shorter, in accordance with Article 13(8) CRA. Security updates shall be made available in a manner that allows Buyer to deploy them effectively and promptly. Supplier shall provide advance notice to Buyer of any decision to discontinue security support prior to the expiry of the above period;

(c) **Vulnerability disclosure and notification.** Without prejudice to its obligations under Article 21bis.3 of this Agreement, Supplier shall, upon becoming aware of any actively exploited vulnerability affecting any Good supplied under this Agreement, notify the relevant national computer security incident response team ("CSIRT") and ENISA without undue delay and in any event within twenty-four (24) hours of such awareness, in accordance with Article 14 CRA. Supplier shall simultaneously notify Buyer of such vulnerability, providing details of the vulnerability, its potential impact on Buyer's systems, and the corrective measures being implemented or planned;

(d) Technical documentation and conformity. Supplier shall maintain up-to-date technical documentation and a valid EU Declaration of Conformity for all Goods subject to the CRA, in accordance with Articles 28 to 32 CRA, and shall make such documentation available to Buyer upon request;

(e) Coordinated vulnerability disclosure. Supplier shall implement and maintain a documented policy for coordinated vulnerability disclosure in accordance with Article 13(6) CRA, and shall make information on the policy available to Buyer upon request.

《网络弹性法案》合规。 对于所有根据欧洲议会和理事会2024年10月23日第(EU) 2024/2847号法规《关于具有数字元素产品的横向网络安全要求的法规》("CRA")定义中包含数字元素的货物, 供应商保证并承诺:

- (a) 设计安全。所有货物均按照CRA附件I中规定的基本网络安全要求进行设计、开发和生产, 并按照CRA第13(1)条的规定, 在不存在已知可被利用的漏洞的情况下投放市场;
- (b) 安全更新。供应商应按照CRA第13(8)条的规定, 自货物交付之日起至少五(5)年内免费提供安全更新, 或在产品预期使用寿命较短的情况下提供至产品预期使用寿命届满。安全更新应以允许买方有效且及时部署的方式提供。供应商应在上述期限届满前提前通知买方任何停止安全支持的决定;
- (c) 漏洞披露和通知。在不影响本协议第21bis.3条项下义务的前提下, 供应商一旦发现任何影响本协议项下所供货物的被积极利用的漏洞, 应按照CRA第14条的规定, 毫不无故拖延地通知相关国家计算机安全事件应急响应团队("CSIRT")和欧洲网络与信息安全局(ENISA), 且无论如何应在发现后二十四(24)小时内通知。供应商应同时通知买方该漏洞, 并提供漏洞详情、其对买方系统的潜在影响以及正在实施或计划实施的纠正措施;
- (d) 技术文档和符合性。供应商应按照CRA第28至32条的规定, 维护所有受CRA约束的货物的最新技术文档和有效的欧盟符合性声明, 并应在买方提出要求时向其提供该等文档;
- (e) 协调漏洞披露。供应商应按照CRA第13(6)条的规定, 建立并维护一份有据可查的协调漏洞披露政策, 并应在买方提出要求时向其提供该政策的相关信息。

21bis. CYBERSECURITY — NIS2 COMPLIANCE AND SUPPLY CHAIN SECURITY 网络安全——NIS2合规性及供应链安全

21bis.1 Acknowledgment of Regulatory Context. Supplier acknowledges that Buyer may qualify as an essential entity or an important entity within the meaning of Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 on measures for a high common level of cybersecurity across the Union ("NIS2 Directive"), in particular as an operator of critical infrastructure in the water sector. Supplier further acknowledges that Buyer is required, pursuant to Article 21(2)(d) of the NIS2 Directive, to address security in supply chain relationships, including imposing appropriate cybersecurity requirements on its suppliers of products and services.

监管背景知悉。 供应商知悉买方可能符合欧洲议会和理事会2022年12月14日第(EU) 2022/2555号指令《关于在整个欧盟范围内实现高度共同网络安全水平的措施的指令》("NIS2指令")中所定义的基本实体或重要实体的资格, 特别是作为水务部门关键基础设施的运营者。 供应商进一步知悉, 买方根据NIS2指令第21(2)(d)条的规定, 有义务在供应链关系中解决安全问题, 包括对其产品和服务供应商施加适当的网络安全要求。

21bis.2 Supplier Cybersecurity Obligations. Supplier shall implement and maintain appropriate and proportionate technical and organisational cybersecurity measures, commensurate with the risks posed by the Goods and/or Services provided under this Agreement, including as a minimum: (a) policies and procedures for risk analysis and information systems security; (b) measures ensuring the ability to handle incidents, including business continuity and disaster recovery measures appropriate to the nature of the Goods and/or Services; (c) supply chain security measures, including security requirements applicable to Supplier's own sub-suppliers and sub-processors; (d) measures relating to the security of network and information systems throughout their lifecycle, including policies on the use of cryptography and encryption where appropriate; (e) policies on access control and asset management, including management of vulnerabilities in hard- and software. Supplier shall, upon Buyer's reasonable request, provide documentary evidence of the cybersecurity measures implemented, including through completion of a self-assessment questionnaire or participation in an audit conducted by or on behalf of Buyer.

供应商网络安全义务。 供应商应实施并维护适当且相称的技术和组织网络安全措施, 与本协议项下所供货物和/或服务所构成的风险相当, 至少包括:(a) 风险分析和信息系统安全的政策和程序;(b) 确保处理事件能力的措施, 包括与货物和/或服务性质相适应的业务连续性和灾难恢复措施;(c) 供应链安全措施, 包括适用于供应商自身供应商和分处理方的安全要求;(d) 与网络 and 信息系统整个生命周期安全相关的措施, 包括在适当情况下关于密码学和加密使用的政策;(e) 访问控制和资产管理政策, 包括硬件和软件漏洞的管理。 供应商应在买方合理要求时, 提供所实施网络安全措施的书面证据, 包括通过完成自评问卷或参与由买方或代表买方进行的审计。

21bis.3 Notification of Cybersecurity Incidents. Supplier shall notify Buyer of any significant cybersecurity incident affecting its networks, information systems, products or services that could impact the security or continuity of the Goods and/or Services provided to Buyer under this Agreement. Such notification shall be made without undue delay and in any event within twenty-four (24) hours of Supplier becoming aware of such incident. The notification shall include:

- (a) a description of the nature and scope of the incident, including the systems, services and data potentially affected;
- (b) an initial assessment of the impact on Buyer and on the Goods and/or Services;
- (c) the corrective and mitigating measures taken or planned. Supplier shall provide Buyer with timely updates as additional information becomes available and shall cooperate fully with Buyer in the management and remediation of such incident. Supplier shall further assist Buyer in meeting any reporting obligations that Buyer may have under applicable law, including under the NIS2 Directive.

网络安全事件通知。 供应商应通知买方任何影响其网络、信息系统、产品或服务的重大网络安全事件, 该等事件可能影响本协议项下向买方提供的货物和/或服务的安全性或连续性。该等通知应毫不无故拖延地进行, 且无论如何应在供应商发现该事件后二十四(24)小时内进行。通知应包括:(a) 事件性质和范围的描述, 包括可能受影响的系统、服务和数据;(b) 对买方及货物和/或服务的影响的初步评估;(c) 已采取或计划采取的纠正和缓解措施。 供应商应在获得更多信息时及时向买方提供更新, 并应在该事件的管理和补救中与买方充分合作。 供应商应进一步协助买方履行买方根据适用法律(包括NIS2指令)可能承担的任何报告义务。

21bis.4 Cybersecurity Assessments. Supplier shall, upon Buyer's reasonable written request, participate in cybersecurity assessments or provide a third-party security audit report (such as ISO 27001 certification, SOC 2 Type II report, or equivalent) demonstrating the adequacy of its cybersecurity measures. Such assessments shall be conducted in a manner that minimises disruption to Supplier's normal business operations.

网络安全评估。 供应商应在买方合理的书面要求下, 参与网络安全评估或提供第三方安全审计报告(如ISO 27001认证、SOC 2 Type II报告或等等的报告), 以证明其网络安全措施的充分性。该等评估应以最小化对供应商正常业务运营的干扰的方式进行。

21bis.5 Sub-supply Chain. Supplier shall impose cybersecurity requirements equivalent to those set out in this Article on its own sub-suppliers and subcontractors involved in the delivery of Goods and/or Services to Buyer and shall remain fully liable for their compliance with such requirements.

分供应链。 供应商应对其参与向买方交付货物和/或服务的分供应商和分包商施加与本条规定相当的网络安全要求, 并应对其遵守该等要求承担全部责任。

21bis.6 Integration with Product Cybersecurity Appendix. The Product Cybersecurity Appendix referenced in Article 21 of this Agreement is incorporated by reference herein and forms an integral part of this Agreement. Supplier confirms that it has read and agrees to comply with the version of the Product Cybersecurity Appendix in effect at the date of the Order. Any modification to the Product Cybersecurity Appendix shall require Buyer's prior written consent to be enforceable against Buyer. In the event of any conflict between the Product Cybersecurity Appendix and this Article 21bis, this Article 21bis shall prevail.

与产品网络安全附录的整合。 本协议第21条所引用的产品网络安全附录在此被并入本协议, 构成本协议的组成部分。 供应商确认其已阅读并同意遵守订单日期生效的产品网络安全附录版本。 对产品网络安全附录的任何修改应要求买方事先书面同意方对买方具有约束力。如产品网络安全附录与本第21bis条之间存在任何冲突, 本第21bis条应优先适用。

22. SUSTAINABLE DEVELOPMENT 可持续发展

Buyer applies a sustainable development policy which aims to promote human rights, to facilitate social welfare and to preserve the environment. In this context, Supplier undertakes to strictly adhere to applicable regulations and the standards fixed by Buyer, with regard to Sustainable Development, the declaration of commitment to Diversity and in the declaration of Commitment to accident Prevention and Health & Safety. Compliance with this sustainable development clause constitutes one of the essential obligations of any Order entered into.

买方推行可持续发展政策, 旨在促进人权、推动社会福祉和保护环境。在此背景下, 供应商承诺严格遵守相关法规及买方在可持续发展、多元化承诺声明以及事故预防和健康与安全承诺声明中制定的标准。遵守本可持续发展条款构成任何订单的基本义务之一。

22.1 Respecting ethics and labor law regulations. Supplier undertakes to comply with the Universal Declaration of Human Rights and the United Nations Convention on the Rights of the Child, as well as the International Labour Organization conventions. Supplier further undertakes to comply with all the applicable labour law regulations, including regulations governing undeclared work, child labour, forced labour and labor union rights (i.e., Collective Bargaining Agreements). Supplier undertakes to comply with the Prevention, Health & Safety policy in effect at Buyer, in particular as regards the safety regulations applicable in the workplace, to deliver Goods and Services in conditions that do not compromise the health and safety of its own employees as well as to the employees of Buyer, and to strive to continue to improve the health and working conditions of its employees. Supplier undertakes to comply with the principles of the Diversity Action Plan implemented at Veolia, which is based on the principle that promoting pluralism and the search for diversity via recruitment and career management is a progress factor for the company. Supplier undertakes to: comply with all applicable legislation concerning

non-discrimination, whether direct or indirect (within the framework of its internal management, and in particular in terms of human resources, at each stage of the assignments entrusted to it by Buyer); ensure that its Personnel are familiar with and promote the principles of non-discrimination. Supplier also undertakes to ensure that its own suppliers and subcontractors undertake the same obligations.

遵守道德规范和劳动法规。 供应商承诺遵守《世界人权宣言》与《联合国儿童权利公约》，以及国际劳工组织的各项公约。供应商进一步承诺遵守所有适用的劳动法律法规，包括关于非法用工、童工、强迫劳动及工会权利（如集体谈判协议）的法规。供应商承诺遵守买方现行的事故预防与健康安全政策，特别是工作场所适用的安全法规，确保所交付的货物与服务不会损害自身员工以及买方员工的健康和安全，并努力持续改善其员工的健康与工作条件。供应商承诺遵守威立雅实施的多元化行动计划的原则，该计划强调通过招聘和职业管理促进和寻求多元化格局，推动公司整体发展。供应商承诺：遵守所有禁止直接或间接歧视行为的法律（在接受买方任务委托的每个阶段的内部管理中，尤其在人力资源方面）；确保其员工熟悉并推广反歧视原则。供应商还承诺确保其供应商和分包商履行相同的义务。

22.2 Protection of the environment. Supplier undertakes to engage in strict adherence to regulations relating to the protection of the environment and to implement any and all action(s) necessary to reduce its impact on the environment, in particular via the reduction of its consumption of energy and primary resources; the reduction of waste introduced into water, the air or the ground; the elimination of accidental pollution/contamination; the reduction of waste generated by its activity and the traceability of its elimination; controlling the impact and emission of substances that are dangerous for the environment and for health. Supplier also undertakes not to use any subcontractors who do not agree to adhere to these obligations.

环境保护。 供应商承诺严格遵守环保法规，并采取一切必要措施减少其对环境的影响，包括：降低能源和主要资源的消耗；减少向水体、大气或土壤中排放废弃物；消除偶发性污染/污染物排放；减少其活动产生的废弃物并确保其处置过程可追溯。供应商还承诺不使用任何拒绝遵守这些义务的分包商。

22.3 Monitoring of the actions taken by Supplier. Supplier undertakes to inform Buyer regarding the current state of progress of its actions in terms of sustainable development and to update this data on a yearly basis. Within the framework of the steps taken by Buyer to evaluate sustainable development actions implemented by its suppliers, Supplier agrees to be evaluated and undertakes to make available to Buyer all the information and resources which may be required to ensure compliance. Supplier also undertakes to take into account recommendations made following such evaluations, and to take any and all action(s) necessary to ensure compliance and/or improvement.

供应商监督。 供应商承诺向买方报告其在可持续发展方面的行动进展情况，并每年更新相关数据。作为买方评估其供应商可持续发展行动的一部分，供应商同意接受评估并提供所有必要信息与资源以证明其合规性。供应商还承诺采纳相关评估后提出的改进建议，并采取一切必要行动确保合规和/或改进。

23. ANTI-CORRUPTION COMPLIANCE反腐败合规

In performing this Agreement, the parties hereby undertake to strictly comply with applicable laws prohibiting the bribery of public officials and private persons, influence peddling, money laundering, that may in particular entail a public contract debarment, including the 1977 Foreign Corrupt Practices Act of the United States, the 2010 UK Bribery Act and the 2016 French anti-corruption law “Sapin”. Supplier undertakes to put in place and implement all necessary and reasonable policies and measures to prevent corruption. Supplier declares that, to its knowledge, its legal representatives, directors, employees, agents, and anyone performing Services for or on behalf of Buyer pursuant to this Agreement, do not and will not, directly or indirectly, offer, give, agree to give, authorize, solicit, or accept the giving of money or anything else of value or grant any advantage or gift to any person, company or undertaking whatsoever including any government official or employee, political party official, candidate for political office, person holding a legislative, administrative or judicial position of any kind for or on behalf of any country, public agency or state owned company, official of a public national or international organization, for the purpose of corruptly influencing such person in their official capacity, or for the purpose of rewarding or inducing the improper performance of a relevant function or activity by any person in order to obtain or retain any business for Buyer or to gain any advantage in the conduct of business for Buyer. Supplier agrees to notify any breach of any term of this clause, to Buyer within a reasonable time. If Buyer notifies Supplier that it has reasonable grounds to believe that Supplier has breached any term of this clause: (a) Buyer is entitled to suspend performance of this Agreement without notice for as long as Buyer considers necessary to investigate the relevant conduct without incurring any liability or obligation to Supplier for such suspension; (b) Supplier is obliged to take all reasonable steps to prevent the loss or destruction of any documentary evidence in relation to the relevant conduct. If Supplier breaches any term of this clause, Buyer may immediately terminate this Agreement without notice and without incurring any liability. Supplier shall indemnify Buyer, to the maximum extent permitted by law, for any loss, damages, or expenses incurred or suffered by Buyer arising out of such breach. Good Practices : If Supplier gives or offers to give a bribe, gift, gratuity or commission as an inducement or reward to any person (i) for doing or for bearing to do any acting in relation to the Agreement or (ii) for showing or forbearing to show favor of disfavor to any person in relation to this Agreement, then Buyer may immediately terminate the Agreement in accordance with Section 28.2.

在履行本协议过程中，双方特此承诺严格遵守禁止贿赂公职人员、向个人行贿、利用影响力进行交易及洗钱行为的法律。这些法律尤其可能导致违法者被禁止竞标公共合同，包括1977年美国《反海外腐败法》，2010年美国《反贿赂法》和2016年法国反腐败法（《萨潘法》）。供应商承诺制定并实施所有必要且合理的政策和措施，以防止腐败行为的发生。供应商声明，据其所知，其法定代表人、董事、雇员、代理人以及根据本协议为买方或代表买方提供服务的任何人，现在和今后均不会直接或间接地向任何个人、公司或企业（包括任何政府官员或雇员、政党官员、政治职位候选人、为或代表任何国家、公共机构或国有企业担任任何立法、行政或司法职位的人员、国家或国际公共组织的官员）提供、给予、同意给予、授权、索取或接受金钱或其他有价物或提供任何好处或礼物，以期通过贿赂手段影响上述人员的公职身份，或以奖励或诱导方式促使该人士不当履行相关职责或活动，从而为买方获取或保留任何业务或在买方开展业务中获取任何优势。供应商同意在合理的时间内向买方通报任何违反本条款的行为。如果买方通知供应商其有合理理由相信供应商违反了本条款的任何规定：（a）买方有权在不另行通知的情况下暂停履行本协议，直至买方完成必要的调查，且买方无需就该暂停向供应商承担任何责任或义务；（b）供应商有义务采取一切合理措施防止与相关行为有关的任何书面证据丢失或损毁。如果供应商违反本条款的任何规定，买方可立即终止本协议，无需通知供应商且不承担任何责任。在法律允许的最大范围内，供应商应赔偿买方因供应商违约而导致买方产生或遭受的任何损失、损害或费用。良好实践：如果供应商向任何人提供或提议提供贿赂、礼物、酬金或佣金，以诱使或奖励该人士（i）作出或不作出与本协议相关的行为，或（ii）对本协议相关人士表示偏袒或歧视，则买方可以根据第28.2条立即终止协议。

24. EXPORT CONTROL 出口管制 Supplier is required to comply with all applicable trade control laws and regulations (otherwise known as “the Regulations”). Supplier may not directly or through its business partners sell, distribute, disclose, release or otherwise transfer any goods, software, or technical data (“Items”) provided under this agreement to restricted end users for restricted end use in accordance with the Regulations. Moreover, Supplier’s Items may not be used in the design, development, production, stockpiling, or use of long-range missiles or chemical, biological, or nuclear weapons. Supplier is required to adhere to the Regulations, and as such, if there is reason for Buyer to believe that any activities related to its Items would violate, or have violated, the Regulations, Buyer reserves the right to immediately cancel the order(s) and/or terminate the respective agreement without penalty to Buyer.

供应商必须遵守所有适用的贸易管制法律法规（以下简称“法规”）。供应商不得直接或通过其业务合作伙伴向受限制的最终用户销售、分销、披露、发布或以其他方式转让根据本协议提供的任何商品、软件或技术数据（“物项”），用于法规规定的受限制用途。此外，供应商的物项不得用于远程导弹或化学、生物或核武器的设计、开发、生产、储存或使用。

供应商必须遵守法规。因此，如果买方有理由相信与其物项相关的任何活动违反或已违反法规，买方保留立即取消订单和/或终止相应协议的权利，买方无需承担任何责任。

25. DATA PRIVACY COMPLIANCE数据隐私合规

25.1 Role Qualification. Where, in the performance of this Agreement, Supplier processes personal data on behalf of Buyer, the parties acknowledge and agree that Buyer acts as data controller and Supplier acts as data processor within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data ("GDPR"). This Article 25 constitutes the data processing agreement required under Article 28 GDPR.

角色界定。在本协议的履行过程中，如供应商代表买方处理个人数据，双方确认并同意按照欧洲议会和理事会2016年4月27日第(EU) 2016/679号法规《关于自然人与个人数据处理有关的保护的法规》（“GDPR”）的含义，买方作为数据控制者，供应商作为数据处理器。本第25条构成GDPR第28条所要求的数据处理协议。

25.2 Scope of Personal Data Processed. The obligations set forth in this Article apply to all processing of personal data carried out by Supplier on behalf of Buyer in connection with the performance of this Agreement, including, without limitation, personal data relating to Buyer’s legal representative, director, employee, agents, clients, end-users, and any other individuals whose data is processed in the course of delivering the Goods and/or Services, regardless of whether such individuals are directly identified in this Agreement.

处理的个人数据范围。 本条规定的义务适用于供应商在履行本协议过程中代表买方进行的所有个人数据处理，包括但不限于与买方的法定代表人、董事、员工、代理人、客户、最终用户以及在交付货物和/或服务过程中处理其数据的任何其他个人相关的个人数据，无论该等个人是否在本协议中被直接确定。

25.3 Processing Instructions. Supplier shall: (a) process personal data only on documented instructions from Buyer, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by applicable law, in which case Supplier shall inform Buyer of that legal requirement prior to processing, unless the law prohibits such information on grounds of public interest; (b) process personal data solely for the purposes specified in this Agreement and for no other purpose; (c) immediately notify Buyer if, in Supplier’s reasonable opinion, any instruction from Buyer infringes applicable data protection laws, including the GDPR.

处理指示。供应商应当： (a) 仅根据买方的书面指示处理个人数据，包括向第三国或国际组织转移个人数据；但适用法律另有规定的除外。在此情况下，供应商应在处理前将该法律要求告知买方，除非法律因公共利益原因禁止作出该等告知； (b) 仅为本协议约定的目的处理个人数据，不得用于任何其他目的； (c) 如供应商合理认为买方的任何指示违反适用的数据保护法律（包括GDPR），应立即通知买方。

25.4 Confidentiality. Supplier shall ensure that persons authorised to process personal data on behalf of Buyer have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Supplier shall ensure that access to personal data is restricted to those persons who need access for the purposes of performing this Agreement.

保密。供应商应确保，获授权代表买方处理个人数据的人员已承诺保密，或负有适当的法定保密义务。供应商应确保，仅有为履行本协议之目的确有必要接触个人数据的人员方可访问该等个人数据。

25.5 Security Measures. Supplier shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 GDPR, having regard to the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures shall include, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

安全措施。 供应商应按照GDPR第32条的规定, 结合技术发展水平、实施成本, 以及处理活动的性质、范围、背景和目的, 以及对自然人权利和自由构成的风险发生可能性和严重程度, 实施并维持适当的技术和组织措施, 以确保与风险相适应的安全水平。该等措施在适当情况下应包括:

- (a) 对个人数据进行假名化和加密;
- (b) 确保处理系统和服务持续具备保密性、完整性、可用性和韧性的能力;
- (c) 在发生物理或技术事故时, 能够及时恢复个人数据的可用性和访问;
- (d) 定期测试、评估并检验技术和组织措施有效性的流程。

25.6 Sub-processors. Supplier shall not engage any sub-processor without the prior specific written authorisation of Buyer. Supplier shall notify Buyer of any intended changes concerning the addition or replacement of sub-processors, thereby giving Buyer the opportunity to object to such changes within thirty (30) days of receipt of notice. Where Supplier engages a sub-processor, it shall impose data protection obligations equivalent to those set out in this Article on that sub-processor by way of a written contract. Supplier shall remain fully liable to Buyer for the performance of such sub-processor's obligations. Supplier shall, upon request, provide Buyer with a current list of all sub-processors engaged in processing personal data on behalf of Buyer.

分处理方。 未经买方事先明确书面授权, 供应商不得委托任何分处理方。供应商拟新增或更换分处理方的, 应通知买方, 使买方有权在收到通知之日起三十(30)日内对该等变更提出异议。供应商委托分处理方的, 应通过书面合同要求该分处理方承担与本条规定相当的数据保护义务。供应商应对该分处理方履行其义务的情况向买方承担全部责任。供应商应在买方提出要求时, 向买方提供其当前

受托代表买方处理个人数据的全部分处理方名单。

25.7 Data Subject Rights. Supplier shall, insofar as possible, assist Buyer by appropriate technical and organisational measures in fulfilling Buyer's obligation to respond to requests by data subjects exercising their rights under Chapter III of the GDPR (including rights of access, rectification, erasure, restriction, portability and objection). Supplier shall forward any such request received directly from a data subject to Buyer without delay and, in any event, within five (5) business days of receipt, and shall not respond to such requests without Buyer's prior written authorisation, except to acknowledge receipt.

数据主体权利。 在可能的范围内, 供应商应通过适当的技术和组织措施协助买方履行其对数据主体依据GDPR第三章行使权利请求作出响应的义务, 包括查阅、更正、删除、限制处理、数据可携带和反对处理等权利。供应商如直接收到数据主体提出的任何该等请求, 应立即转交买方, 且无论如何应在收到之日起五(5)个工作日内转交, 并且除确认收悉外, 未经买方事先书面授权, 不得就该等请求作出回应。

25.8 Breach Notification. In the event of a personal data breach within the meaning of Article 4(12) GDPR, Supplier shall notify Buyer of such breach without undue delay and in any event within twenty-four (24) hours of becoming aware of it, in order to enable Buyer to meet its own notification obligation to the competent supervisory authority within the seventy-two (72) hour deadline set by Article 33 GDPR. Such notification shall include, to the extent information is available at the time of notification:

- (a) a description of the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) the name and contact details of Supplier's data protection officer or another contact point where more information can be obtained;
- (c) a description of the likely consequences of the personal data breach;
- (d) a description of the measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where it is not possible to provide all information simultaneously, information may be provided in phases without undue further delay. Supplier shall cooperate fully with Buyer in managing and remediating the personal data breach.

个人数据泄露通知。 如发生GDPR第4(12)条所定义的个人数据泄露, 供应商应毫不无故拖延地通知买方, 且无论如何应在发现泄露后二十四(24)小时内通知, 以便买方能够在GDPR第33条规定的七十二(72)小时期限内向主管监管机构履行其通知义务。该等通知应在通知时已知信息的范围内包括:

- (a) 对个人数据泄露性质的描述, 包括在可能的情况下, 涉及的数据主体的类别及大致数量, 以及涉及的个人数据记录的类别及大致数量;
- (b) 供应商数据保护官或其他可获取更多信息的联系人的姓名及联系方式;
- (c) 对个人数据泄露可能后果的描述;
- (d) 对为应对个人数据泄露而已采取或拟采取措施的描述, 包括在适当情况下为缓解其可能不利影响而采取的措施。

如无法同时提供全部信息, 可分阶段提供信息, 但不应有不当的进一步延迟。供应商应在个人数据泄露的管理和补救中与买方充分合作。

25.9 Data Retention and Deletion. Supplier shall not retain personal data for longer than is strictly necessary for the performance of this Agreement and in accordance with Buyer's documented instructions. Upon termination or expiration of this Agreement, or upon Buyer's earlier request, Supplier shall, at Buyer's election, securely delete or return all personal data processed on behalf of Buyer, and shall securely delete all existing copies thereof, unless applicable law requires continued storage of the personal data, in which case Supplier shall inform Buyer accordingly and restrict further processing to the extent required.

个人数据的保留和删除。 供应商保留个人数据不得超过履行本协议严格必要的期限和买方的书面指示。本协议终止或到期, 或买方提前要求时, 供应商应按买方的选择, 安全删除或返还代表买方处理的全部个人数据, 并安全删除所有现存副本。但适用法律要求继续保存个人数据的除外, 在此情况下, 供应商应相应通知买方, 并将后续处理限制在法律要求的范围内。

25.10 International Data Transfers. Supplier shall not transfer personal data to any third country or international organisation outside the European Economic Area without Buyer's prior written authorisation and unless an appropriate safeguard is in place in accordance with Chapter V GDPR (Articles 44 to 49), including, as the primary mechanism, the use of Standard Contractual Clauses adopted by the European Commission. Supplier shall inform Buyer prior to any such transfer and shall provide Buyer with all information necessary to assess the adequacy and lawfulness of the transfer, including any Transfer Impact Assessment required. Supplier shall promptly notify Buyer if it becomes aware of any circumstances that may affect the adequacy of the safeguards in place.

国际数据转移。 未经买方事先书面授权, 供应商不得将个人数据转移至欧洲经济区外的任何第三国或国际组织, 除非按照GDPR第五章(第44至49条)的规定采取了适当的保护措施, 包括作为主要机制使用欧盟委员会采纳的标准合同条款。供应商应在进行任何该等转移前通知买方, 并向买方提供评估转移的充分性和合法性所必需的全部信息, 包括任何必需的转移影响评估。供应商如发现可能影响现有保护措施充分性的任何情况, 应及时通知买方。

25.11 Assistance with Regulatory Obligations. Supplier shall provide Buyer with all reasonable assistance, taking into account the nature of processing and the information available to Supplier, in ensuring compliance with Buyer's obligations under Articles 32 to 36 GDPR, including obligations relating to security of processing, notification of personal data breaches to supervisory authorities and data subjects, data protection impact assessments ("DPIAs"), and prior consultation with supervisory authorities.

协助履行监管义务。 供应商应结合处理活动的性质及其所掌握的信息, 向买方提供一切合理协助, 以确保买方遵守GDPR第32至36条项下的义务, 包括但不限于处理安全、向监管机构和数据主体通知个人数据泄露、数据保护影响评估("DPIAs")以及与监管机构进行事先协商等义务。

25.12 Records of Processing Activities. Supplier shall maintain a record of all categories of processing activities carried out on behalf of Buyer, as required by Article 30(2) GDPR, and shall make such record available to Buyer and, where applicable, to the competent supervisory authority, upon request.

处理活动记录。 供应商应按照GDPR第30(2)条的要求保留其代表买方开展的全部处理活动的记录, 并应在买方提出要求时, 以及在适用情况下向主管监管机构提供该等记录。

25.13 Audit Rights. Supplier shall make available to Buyer all information necessary to demonstrate compliance with the obligations set out in this Article and shall contribute to and facilitate audits, including inspections, conducted by Buyer or a third-party auditor mandated by Buyer, subject to reasonable prior notice and confidentiality obligations. The exercise of this right shall be without prejudice to Buyer's general audit rights under Article 20 of this Agreement.

审计权。 供应商应向买方提供证明其遵守本条规定义务所必需的全部信息, 并应配合和便利由买方或买方委托的第三方审计师进行的审计(包括检查), 但应给予合理的事先通知并遵守保密义务。本权利的行使不影响买方根据本协议第20条享有的一般审计权。

25.14 DPA Precedence. In the event of any conflict between the provisions of this Article 25 and any other provision of this Agreement, the provisions of this Article 25 shall prevail to the extent necessary to ensure compliance with applicable data protection laws.

数据处理协议的优先性。如本第25条的规定与本协议任何其他规定之间存在冲突, 本第25条的规定应在确保遵守适用数据保护法律所必需的范围内优先适用。

25bis. DATA ACCESS, PORTABILITY AND CLOUD SWITCHING 数据访问、可携带性及云切换

25bis.1 Scope. This Article applies where the Goods supplied by Supplier are connected products ("**IoT Products**") or where the Services include data processing or cloud services, in each case within the scope of Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data ("**Data Act**").

适用范围。 本条适用于供应商所供货物为联网产品("物联网产品")的情形, 或服务包括数据处理或云服务的情形, 且均在欧洲议会和理事会2023年12月13日第(EU) 2023/2854号法规《关于数据公平访问和使用的协调规则的法规》("数据法")的适用范围内。

25bis.2 Access to Data Generated by Connected Products. In accordance with Article 4 of the Data Act, Supplier shall ensure that Buyer, as user of the IoT Products, has direct, free and real-time access to the data generated by the use of such products, where technically feasible, or, at minimum, access without undue delay. Such access shall be enabled by default and by design from the point of initial deployment of the IoT Products, without requiring Buyer to request such access on a case-by-case basis.

联网产品生成数据的访问。根据数据法第4条, 供应商应确保买方作为物联网产品的使用者, 在技术可行的情况下, 可直接、免费且实时访问因使用该等产品而生成的数据; 至少应能够在无不当延迟的情况下访问该等数据。自物联网产品首次部署之日起, 该等访问应默然开启并内嵌于设计之中, 无需买方逐案提出访问请求。

25bis.3 Format and Interoperability. Data made accessible pursuant to Article 25bis.2 shall be provided in a structured, commonly used, machine-readable and interoperable format, in accordance with Article 5 of the Data Act. Supplier shall take all reasonable steps to ensure interoperability with Buyer's existing data processing systems and tools. Supplier shall not implement technical or contractual measures designed to prevent Buyer from accessing, using or sharing data generated by the IoT Products.

格式和互操作性。根据数据法第5条, 根据第25bis.2条提供的数据应以结构化、通用、机器可读且可互操作的格式提供。供应商应采取一切合理措施确保与买方现有数据处理系统和工具的互操作性。供应商不得采取旨在阻止买方访问、使用或共享物联网产品生成数据的技术或合同措施。

25bis.4 Cloud Switching and Portability. Where the Services include cloud or data processing services, Supplier shall facilitate switching to an alternative service provider and the effective portability of Buyer's data, in accordance with Articles 23 to 25 of the Data Act. Supplier shall:

- (a) not impose technical, contractual, commercial or other obstacles that hinder Buyer's ability to switch to an alternative provider or to retrieve and transfer its data;
- (b) ensure the complete export of all of Buyer's data in a structured, commonly used and machine-readable format within a reasonable period and, in any event, within the maximum transition period applicable under the Data Act;
- (c) not charge Buyer any fees for cloud switching or data export that exceed the costs directly attributable to such switching or export, in accordance with the applicable fee caps under the Data Act;
- (d) provide reasonable technical assistance to Buyer to facilitate the transition to an alternative provider.

云切换及数据可携带性。服务包括云服务或数据处理服务的, 供应商应根据数据法第23至25条的规定, 便利买方切换至其他服务提供商, 并确保买方数据的有效可携带性。供应商应:

- (a) 不施加技术、合同、商业或其他障碍, 阻碍买方切换至其他提供商或检索和转移其数据的能力;
- (b) 在合理期限内, 且无论如何应在数据法适用的最长过渡期内, 确保以结构化、通用且机器可读的格式完整导出买方的全部数据;
- (c) 不向买方收取超过云切换或数据导出直接成本的任何费用, 应符合数据法适用的费用上限;
- (d) 向买方提供合理的技术协助, 便利其向其他提供商的过渡。

25bis.5 Prohibition on Unauthorised Data Use. Supplier shall not use data generated through Buyer's use of the IoT Products or the Services for any purpose other than those set out in this Agreement, including for Supplier's own commercial benefit, the improvement of Supplier's competing products or services, or the development of competing offerings, without Buyer's prior written consent, in accordance with Article 4(4) of the Data Act. This prohibition shall apply during the term of this Agreement and shall survive its termination or expiration.

禁止未经授权使用数据。根据数据法第4(4)条, 供应商不得将通过买方使用物联网产品或服务而生成的数据用于本协议规定以外的任何目的, 包括供应商自身的商业利益、改进供应商的竞争产品或服务, 或开发竞争性产品或服务, 除非获得买方事先书面同意。该等禁止应在本协议有效期内适用, 并在本协议终止或到期后继续有效。

25bis.6 Data Sharing with Third Parties. Where Buyer requests Supplier to make available to a third party data generated by the IoT Products in accordance with Article 5 of the Data Act, Supplier shall comply with such request within a reasonable timeframe and shall facilitate such data sharing on fair, reasonable and non-discriminatory terms. Supplier shall not unreasonably withhold or delay its cooperation with such requests.

与第三方共享数据。买方要求供应商根据数据法第5条将物联网产品生成的数据提供给第三方的, 供应商应在合理期限内遵守该等要求, 并应在公平、合理和非歧视性的条款下便利该等数据共享。供应商不得无理由拒绝或延迟对该等要求的配合。

26. PROGRESS PLAN - ECOVADIS ASSESSMENT 进度计划-ECOVADIS 评估

Supplier shall implement a progress plan which will be updated, from time to time, based on information from reports, activity reviews, and any audits carried out by Buyer in accordance with Section 20. Supplier shall have an EcoVadis assessment (the "Assessment") completed at its own cost and expense by the Order with subsequent monitoring by Buyer during the term of this Agreement. Should the Assessment score not be sufficient, Supplier shall upon Buyer's request, promptly communicate the appropriate measures or policies that it has or will reasonably implement to upgrade such a score.

供应商应实施一项进度计划, 该计划将根据报告、活动审查以及买方根据第20条进行的任何审计产生的信息不时更新。供应商应在订单下达之前自费完成EcoVadis评估(“评估”), 并在本协议有效期内接受买方的后续监督。如果评估分数不达标, 供应商应根据买方的要求, 及时告知其已实施或将要合理实施的、旨在提高评分的适当措施或政策。

27. ARTIFICIAL INTELLIGENCE 人工智能

27.1 Scope. This Article applies to any artificial intelligence system ("AI System") within the meaning of Article 3(1) of Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 on artificial intelligence ("AI Act") that Supplier uses, deploys, integrates or supplies in connection with the performance of this Agreement, including, without limitation, generative AI systems, decision-support systems, image or sensor data processing systems, predictive maintenance systems, and any AI system embedded in the Goods.

适用范围。本条适用于供应商在履行本协议过程中使用、部署、集成或供应的任何人工智能系统("AI系统"), 其定义符合欧洲议会和理事会2024年6月13日第(EU) 2024/1689号法规《关于人工智能的法规》("AI法")第3(1)条, 包括但不限于生成式AI系统、决策支持系统、图像或传感器数据处理系统、预测性维护系统, 以及嵌入货物中的任何AI系统。

27.2 Prior Written Authorisation. Supplier shall not implement, use or supply, directly or indirectly, any AI System in connection with the performance of this Agreement without Buyer's prior written consent, which may be withheld or conditioned at Buyer's sole discretion. Any request for authorisation shall specify: (a) the nature, description and functionalities of the AI System; (b) the risk classification of the AI System under the AI Act (as further described in Article 27.3 below); (c) the technical and organisational safeguards implemented; (d) the data used for training and/or inference, including details of any personal data involved.

事先书面授权。未经买方事先书面同意, 供应商不得直接或间接在履行本协议过程中实施、使用或供应任何AI系统, 买方可全权决定是否同意或附条件同意。任何授权请求应说明:(a) AI系统的性质、描述和功能;(b) AI系统在AI法下的风险分类(如下文第27.3条进一步说明);(c) 所实施的技术和组织保护措施;(d) 用于训练和/或推理的数据, 包括涉及任何个人数据的详情。

27.3 Risk Classification and Associated Obligations. Supplier shall classify any AI System it uses or supplies in connection with this Agreement in accordance with the risk levels set out in the AI Act and shall inform Buyer of such classification prior to use or delivery. In particular:

- (a) Prohibited AI practices (Article 5 AI Act): Supplier warrants that no AI System used or supplied under this Agreement constitutes or involves a prohibited artificial intelligence practice within the meaning of Article 5 AI Act. Supplier shall promptly notify Buyer if it becomes aware that any AI System may be classified as a prohibited practice;
- (b) High-risk AI Systems (Article 6 and Annex III AI Act — including, in particular, AI systems intended to be used as safety components in the management or operation of critical infrastructure in the water sector): Supplier shall ensure full compliance with all applicable requirements under Articles 9 to 15 AI Act, including: (i) a risk management system established and maintained throughout the lifecycle of the AI System (Article 9); (ii) appropriate data governance and management practices for training, validation and testing datasets (Article 10); (iii) technical documentation prepared and kept up to date in accordance with Article 11 and Annex IV; (iv) automatic logging of events throughout the lifecycle (Article 12); (v) transparency and provision of instructions for use enabling Buyer, as deployer, to understand and operate the system (Article 13); (vi) design and development enabling effective human oversight by Buyer (Article 14); (vii) appropriate levels of accuracy, robustness and cybersecurity throughout the lifecycle (Article 15). Supplier shall provide Buyer, upon request, with the full technical documentation and the EU Declaration of Conformity applicable to any high-risk AI System;
- (c) General Purpose AI Models (Articles 51 et seq. AI Act): Supplier shall provide Buyer with a summary of its compliance policy and the transparency elements required under the AI Act, and shall ensure that any general purpose AI model used is developed and maintained in compliance with applicable obligations under the AI Act;
- (d) Limited risk AI Systems (Article 50 AI Act): Supplier shall comply with applicable transparency obligations, including ensuring that individuals interacting with the AI System are informed that they are interacting with an AI System where such information is not otherwise apparent.

风险分类及相关义务。供应商应按照AI法规定的风险等级对其在本协议项下使用或供应的任何AI系统进行分类, 并应在使用或交付前将该等分类告知买方。特别是:

(a) 禁止的AI实践(AI法第5条): 供应商保证本协议项下使用或供应的任何AI系统不构成或不涉及AI法第5条所定义的禁止人工智能实践。供应商如发现任何AI系统可能被分类为禁止实践, 应及时通知买方;

(b) 高风险AI系统(AI法第6条及附件III——特别是包括旨在用作水务部门关键基础设施管理或运营中安全组件的AI系统): 供应商应确保完全遵守AI法第9至15条项下的所有适用要求, 包括:(i) 在AI系统整个生命周期内建立并维护风险管理体系(第9条);(ii) 对训练、验证和测试数据集采取适当的数据治理和管理实践(第10条);(iii) 按照第11条及附件IV的规定编制并保持最新的技术文档;(iv) 在整个生命周期内自动记录事件(第12条);(v) 透明度和提供使用说明, 使买方作为部署者能够理解和操作该系统(第13条);(vi) 设计和开发使买方能够进行有效人工监督(第14条);(vii) 在整个生命周期内保持适当的准确性、稳健性和网络安全水平(第15条)。供应商应在买方提出要求时, 向其提供适用于任何高风险AI系统的完整技术文档和欧盟符合性声明;

(c) 通用AI模型(AI法第51条及以后): 供应商应向买方提供其合规政策摘要和AI法要求的透明度要素, 并确保所使用的任何通用AI模型的开发和维护符合AI法项下的适用义务;

(d) 有限风险AI系统(AI法第50条): 供应商应遵守适用的透明度义务, 包括确保与AI系统交互的个人在该信息不明显的情况下被告知其正在与AI系统交互。

27.4 Provider and Deployer Obligations. Where Supplier acts as a provider of a high-risk AI System within the meaning of Article 16 AI Act, Supplier assumes all obligations incumbent upon providers under the AI Act. Where Buyer acts as a deployer of a high-risk AI System supplied by Supplier within the meaning of Article 26 AI Act, Supplier shall provide Buyer with all information, technical documentation and assistance necessary to enable Buyer to fulfil its obligations as deployer, including in relation to human oversight, logging, and post-market monitoring. Supplier shall promptly notify Buyer of any change to the AI System that may affect Buyer's compliance obligations as deployer.

提供者 and 部署者义务。供应商作为AI法第16条所定义的高风险AI系统提供者的, 供应商应承担AI法对提供者施加的所有义务。买方作为供应商所供高风险AI系统的部署者(AI法第26条所定义)的, 供应商应向买方提供所有必要的信息、技术文档和协助, 以使买方能够履行其作为部署者的义务, 包括与人工监督、日志记录和上市后监测相关的义务。供应商应及时通知买方AI系统的任何可能影响买方作为部署者的合规义务的变更。

27.5 Data Quality and Bias. Supplier warrants that data used to train, validate or test any AI System used or supplied under this Agreement is relevant, representative, sufficiently complete and free from errors, in accordance with Article 10 AI Act. Supplier shall not train, fine-tune or update any AI System using personal data processed under this Agreement, or any confidential information belonging to Buyer, without Buyer's prior written consent. Supplier shall implement and maintain appropriate measures to detect, assess and mitigate algorithmic bias and inaccuracies, including systematic corrective actions in cases of identified bias or hallucination. Supplier shall notify Buyer of any material bias or accuracy issue identified in an AI System used or supplied under this Agreement without undue delay.

数据质量和偏差。 供应商保证用于训练、验证或测试本协议项下使用或供应的任何AI系统的数据根据AI法第10条是相关的、具有代表性的、充分完整的且不存在错误。供应商不得使用本协议项下处理的个人数据或属于买方的任何机密信息来训练、微调或更新任何AI系统, 除非获得买方事先书面同意。供应商应实施并维护适当措施以检测、评估和缓解算法偏差和不准确性, 包括在发现偏差或幻觉情况下采取系统纠正行动。供应商应毫不无故拖延地通知买方本协议项下使用或供应的AI系统中发现的任何重大偏差或准确性问题。

27.6 Automated Decision-Making. Where an AI System is capable of producing outputs that constitute or contribute to automated individual decision-making within the meaning of Article 22 GDPR, Supplier shall assist Buyer in implementing appropriate safeguards, including the ability to ensure meaningful human intervention and oversight by Buyer, and shall provide Buyer with all information required to fulfil its obligations under Article 22 GDPR.

自动化决策制定。 如AI系统能够产生构成或有助于GDPR第22条所定义的自动化个人决策制定的输出, 供应商应协助买方实施适当的保护措施, 包括确保买方进行有意义的人工干预和监督的能力, 并应向买方提供履行其在GDPR第22条项下义务所需的所有信息。

27.7 Traceability and Audit. Supplier shall maintain logs and records of the use of AI Systems under this Agreement for the periods required under applicable law (including a minimum of six (6) months for high-risk AI Systems under Article 12 AI Act, or such longer period as may be required by sectoral legislation) and shall make such records available to Buyer upon request. Such records shall be retained in accordance with the Audit Materials retention obligations set out in Article 20 of this Agreement.

可追溯性和审计。 供应商应保留本协议项下AI系统使用的日志和记录, 保留期限应符合适用法律的要求 (包括AI法第12条项下高风险AI系统的最少六(6)个月, 或部门立法可能要求的更长期限), 并应在买方提出要求时向其提供该等记录。该等记录应按照本协议第20条规定的审计材料保留义务进行保留。

27.8 Intellectual Property in AI Outputs. Buyer retains all intellectual property rights in any outputs generated by AI Systems used in connection with this Agreement, in accordance with Article 13 of this Agreement.

AI输出中的知识产权。 买方保留本协议项下AI系统生成的任何输出的所有符合本协议第13条的规定的知识产权。

27.9 Regulatory Compliance Documentation. Supplier shall provide Buyer with documentary evidence of its compliance with all applicable provisions of the AI Act and other applicable laws governing artificial intelligence upon Buyer's written request and, in any event, no later than thirty (30) days following such request.

监管合规文档。供应商应在买方书面要求时向其提供其遵守AI法和其他适用人工智能法律的所有规定的书面证据, 且无论如何应在收到要求后三十(30)日内提供。

28. TERMINATION终止

28.1 Termination for convenience. Buyer may, at any time by written notice, terminate this Agreement or any part hereof at its convenience. Upon receipt of such notice, Supplier shall, on the date and to the extent directed by Buyer, stop work under this Order and terminate any outstanding subcontracts to the extent they relate to the terminated Goods and/or Services. Upon such termination, Buyer and Supplier shall negotiate the termination costs, which shall only include Supplier's reasonable, direct and documented costs that have necessarily been incurred as a direct result of such termination, and Supplier's actual termination charges for unavoidable commitments specifically related to this Order. These termination costs shall be Buyer's sole liability and Supplier's sole remedy for the termination for convenience. In no event shall such termination charges include any costs or expenses with respect to goods which are Supplier's standard stock. Any Supplier claim for such costs shall include relevant documentation supporting such claim and shall be deemed waived unless asserted within seven (7) days from Supplier's receipt of Buyer's termination notice.

便利终止。 买方可随时通过书面通知, 为便利而全部或部分终止本协议。收到该通知后, 供应商应在买方指定的日期和范围内停止本订单项下的工作, 并终止与已终止货物和/或服务相关的任何未完成的分包合同。终止后, 买方和供应商应协商终止费用, 该费用应仅包括供应商因该终止而必然产生的合理、直接且有据可查的费用, 以及供应商因履行与本订单直接相关的不可避免的承诺而产生的实际终止费用。该等终止费用应为买方为便利终止所承担的唯一责任, 也是供应商因便利终止而获得的唯一救济。在任何情况下, 此类终止费用均不包含与供应商标标准库存货物相关的任何成本或费用。供应商就此类费用提出的任何索赔均应附上相关证明文件, 并在供应商收到买方终止通知后七(7)天内提出, 否则视为放弃索赔。

28.2 Termination for default. Buyer may, by written notice, terminate all or part of this Agreement, if Supplier (i) fails to deliver the Goods or Services in accordance with the delivery schedule or the quality requirements, (ii) fails to make progress which, in the judgment of Buyer, endangers performance of this Agreement, or (iii) fails to comply with any of the other provisions of this Agreement. Such termination shall become effective if Supplier does not cure such failure within thirty (30) days (or any other cure period the parties may otherwise mutually agree on) of receiving Buyer's written notice of default. Notwithstanding anything to the contrary, Buyer's termination shall become effective with immediate effect upon Supplier's receipt of Buyer's written notice of default for any Supplier's material breach under this Agreement, especially arising out or in connection with "Confidentiality", "Intellectual Property" "Anticorruption Compliance" and "Compliance with laws" provisions. This termination will be made without prejudice to Buyer's rights to damages, including but not limited to indemnification for any excess costs for securing the manufacture, delivery or performance by any third party of such Goods and/or Services and all other costs in excess of the Price, plus any damages arising from Supplier's default. Supplier shall continue performance of the related Order to the extent not terminated by Buyer.

违约终止。 如果出现以下任何情况, 买方可通过书面通知全部或部分终止本协议: (i) 供应商未能按照交货时间表或质量要求交付货物或提供服务, (ii) 供应商未能取得进展, 买方据此认为将严重影响本协议的履行, 或者 (iii) 供应商未遵守本协议的其他规定。如果供应商在收到买方书面违约通知后三十(30)天(或双方另行商定的任何其他补救期)内未能纠正此类违约行为, 则该终止立即生效。尽管有任何相反规定, 如果买方因供应商存在重大违约行为(特别是因违反“保密”、“知识产权”、“反腐败合规”和“遵守法律”条款引起或与之相关的违约行为)而发出书面违约通知, 则本协议在供应商收到该通知后立即终止。该终止不影响买方获得损害赔偿的权利, 包括但不限于为确保任何第三方制造、交付货物或履行服务而产生的额外费用补偿, 以及超出价格的全部其他费用, 外加因供应商违约而产生的任何损害赔偿。在买方未终止的范围内, 供应商应继续履行相关订单。

28.3 Termination for insolvency. Without prejudice to mandatory applicable law, if: Supplier (a) dissolves or ceases to do business; (b) fails to pay its debts as they come due; or (c) or any other entity institutes insolvency, receivership, liquidation, administration, bankruptcy or any other proceeding for settlement of Supplier's debts, Buyer may immediately terminate the Agreement without liability, except for the Goods and/or Services completed, delivered and accepted within a reasonable period after termination (which shall be paid for at the Price).

破产终止。 在不影响强制适用的法律的情况下, 如果供应商(a)解散或停业; (b)未能偿还到期债务; 或(c)或任何其他实体启动破产、接管、清算、管理、倒闭或任何其他程序以解决供应商的债务, 买方可以立即终止本协议而不承担任何责任, 但在终止后合理期限内完成、交付和验收的货物和/或服务除外(即买方应按价格付款)。

28.4 Remedies. Notwithstanding anything herein to the contrary, Buyer's remedies mentioned hereunder are in addition to and not in exclusion of any other remedies of Buyer for Supplier's default, whether expressed herein or otherwise provided by law. Buyer shall not be liable for Supplier's consequential, incidental or punitive damages, or any indirect losses or damages, for any breach of this Agreement. Buyer's remedies for Supplier's breach of the Terms of this Agreement shall include any remedy available to it under the law applicable to this Agreement, including, but not limited to, damages, costs and attorneys fees incurred by Buyer to enforce the Terms of this Agreement.

救济。 尽管本协议有任何相反规定, 本协议中提及的买方救济为补充/累加性质, 不排除买方因供应商违约而依本协议或适用法律另行享有的其他救济。因供应商违反本协议而产生的后果性、附带性或惩罚性损害赔偿, 或任何间接损失或损害, 买方不承担任何责任。如供应商违反本协议条款, 买方有权获得本协议适用法律规定的任何救济, 包括但不限于为强制执行本协议条款而发生的损害赔偿、费用及律师费。

29. INDEMNIFICATION赔偿

Supplier shall defend, indemnify and hold harmless Buyer, its Affiliates, its customers and the users of the Goods or Services provided hereunder, from and against all claims, legal actions, settlements, liabilities, losses, damages, judgment, fines, penalties and expenses of any nature (including attorney fees and court costs) arising from, relating to, or as a consequence of, bodily injury, including death, to any person whomsoever or damage to any property whatsoever caused by any defect in the Goods or Services supplied hereunder, any breach of any of the Terms of this Agreement, any breach of any express or implied warranty with respect to the Goods or Services, or any acts or omissions of Supplier, its agents or employees in the performance of its obligations. In addition, Supplier shall indemnify, defend, release and hold Buyer and its Affiliates harmless from and against any claims arising out of employment or labor claims or proceedings initiated by Supplier's Personnel against or involving Buyer. Supplier further agrees to indemnify Buyer for any attorneys' fees or other cost Buyer incurs to enforce its rights hereunder.

如果因(1) 供应商所提供的货物或服务存在缺陷而导致任何人身伤害(包括死亡)或任何财产损失; (2) 供应商违反本协议任何条款; (3) 供应商违反对货物或服务作出的明示或默示保证; (4) 供应商及其代理人或雇员在履行其义务过程中的行为或不作为而引起、与之相关或由此产生任何索赔、诉讼、和解、责任、损失、损害、判决、罚款、处罚以及各类费用(包括律师费及诉讼费), 供应商应为买方及其关联方、客户以及本协议项下所提供货物或服务的用户进行抗辩、作出赔偿并使其免受损害。此外, 供应商还应就因其人员提出的、针对买方或涉及买方的任何雇佣或劳动争议引发的索赔或法律程序, 向买方及其关联方作出赔偿、为其抗辩、使其免责并免受损害。供应商进一步同意, 赔偿买方为维护本协议项下权利所产生的任何律师费或其他费用。

30. GOVERNING LAW AND JURISDICTION适用法律与管辖权

30.1 Governing law. Unless otherwise set forth in the Order, this Agreement shall be governed by and construed according to the laws of the country specified in Buyer's address, without giving effect to the conflict of law provisions of such country.

适用法律。 除订单另有规定外, 本协议应受买方地址所示国家的法律管辖并据其解释, 但不适用该国的法律冲突规定。

30.2 Dispute resolution. Unless otherwise set forth in the Order, and except for any injunctive relief, all disputes or proceedings arising directly or indirectly from this Agreement shall be exclusively submitted to the competent courts of the country specified in Buyer's address.

争议解决。 除订单另有规定外, 并且除任何禁令救济外, 因本协议直接或间接引起的所有争议或法律程序应提交至买方地址所示国家的具有管辖权的法院, 接受其专属管辖和裁决。

30.3 Specific jurisdictions. Notwithstanding Sections 30.1 and 30.2 and unless otherwise set forth in the Order: (a) When Buyer is located in the United States, this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws. The parties further agree that any action, disputes or proceedings between the parties arising directly or indirectly from this Agreement shall be exclusively submitted to and heard in the competent courts of New York County, New York. The parties hereby further consent to the jurisdiction and venue of the Supreme Court of New York and the United States District Court of the Southern District of New York for the adjudication of any civil action asserted pursuant to this Agreement. (b) When Buyer is located in Oman, Qatar, Egypt, the United Arab Emirates, Bahrain, Algeria, Kuwait, South Africa, and the Kingdom of Saudi Arabia, this Agreement shall be governed by and construed in accordance with

the laws of England and Wales, without giving effect to its conflict of law provisions. All disputes or proceedings arising directly or indirectly from this Agreement shall be exclusively submitted to the competent courts of England.

特定司法管辖。尽管第30.1条与30.2条另有规定，除非订单中另有规定：（a）如买方位于美国，本协议应适用纽约州法律并依其解释，但不适用其法律冲突原则。双方进一步同意，因本协议直接或间接引起的任何诉讼、争议或程序应提交至纽约州纽约县具有管辖权的法院，接受其专属管辖和审理。双方进一步同意，纽约州最高法院及纽约南区联邦地区法院为根据本协议提起的任何民事诉讼的管辖地和审判地。（b）如买方位于阿曼、卡塔尔、埃及、阿联酋、巴林、阿尔及利亚、科威特、南非及沙特阿拉伯，本协议应受英格兰及威尔士法律管辖并依其解释，但不适用其法律冲突规定。所有因本协议直接或间接引起的争议或法律程序，应提交至英格兰具有管辖权的法院，接受其专属管辖和审理。

30.4 Waiver and legal remedies. The parties expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any objection to the jurisdiction of these courts and agree not to plead or claim *forum non conveniens* or any similar doctrine. Notwithstanding the above, either party may seek interim injunctive relief in any court of competent jurisdiction where necessary to protect its rights pending resolution of the dispute. In the event of any litigation between the parties resulting from an alleged breach of this Agreement, the prevailing party, as determined by the competent court shall be entitled to recover from the non-prevailing party, all reasonable costs and expenses incurred in connection with such litigation, including, but not limited to, reasonable attorneys’ fees, court costs and other legal expenses.

弃权和法律救济。双方明确放弃适用《联合国国际货物销售合同公约》（CISG），放弃对上述法院管辖权提出任何异议，并同意不主张或援引“不方便法院”或其他类似原则。尽管有上述规定，任何一方均可向任何有管辖权的法院申请临时禁令救济，以便在争议解决前保护其权利。如果因一方被控违约而引发双方诉讼，经有管辖权的法院判定胜诉的一方有权要求败诉方承担与该诉讼相关的所有合理费用和支出，包括但不限于合理的律师费、诉讼费及其他法律费用。

31. MISCELLANEOUS其他

31.1 Entire Agreement. This Agreement, together with any supplements that are made a part hereof, shall constitute the entire agreement between the parties hereto, and supersedes all prior agreements, negotiations, and understandings, whether written or oral.

完整协议。本协议连同构成其一部分的任何补充协议，构成双方之间的完整协议，并取代此前所有书面或口头的协议、谈判和谅解。

31.2 Non-waiver. Failure of Buyer to insist upon strict performance of any of the Terms of this Agreement, failure or delay in exercising any rights or remedies provided herein or by law or to properly notify Supplier in the event of breach, or acceptance or payment for any Goods and/or Services hereunder, or approval of design, shall not release Supplier of any of its warranties or obligations of this Agreement and shall not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or any of its rights or remedies as to any such Goods and/or Services, regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification or rescission of this Agreement by Buyer operate as a waiver of any of the Terms hereof.

不弃权。买方未坚持严格履行本协议项下的任何条款、未行使或延迟行使本协议或法律规定的任何权利或救济、未在违约发生时及时通知供应商、接受或支付本协议项下的货物和/或服务或批准设计，均不构成免除供应商在本协议项下的任何保证或义务，也不得视为买方放弃坚持严格履行本协议的权利或买方对任何该等货物和/或服务（无论何时装运、接收或验收）享有的任何权利或救济，或放弃对先前或后续违约行为追究责任。买方任何关于本协议的口头修改或撤销，亦不构成对本协议条款的弃权。

31.3 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

可分割性。如果本协议的任何条款被认定为无效、非法或不可执行，本协议其他条款的效力、合法性及可执行性不应受到任何影响或损害。

31.4 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the mail, by registered or certified mail.

通知。本协议要求或允许发出的所有通知均应采用书面形式，并在专人送达时或通过挂号或认证邮件投邮时视为生效。

31.5 Survival. Notwithstanding any expiration or termination of this Agreement, any provisions which by their nature are intended to survive, shall continue in full force and effect.

存续。即使本协议到期或终止，但根据其性质应继续有效的条款仍应继续完全有效。

31.6 Independent contractors. This Agreement excludes any legal association, subordination, partnership, joint venture, or fiduciary relationship between the parties. Neither party has the right, power, or authority, to create any duty or obligation on behalf of the other party, to bind the other party to any agreement, or to represent itself as an agent of the other party. Each party remains solely responsible for its own acts, omissions, and obligations.

独立缔约方。本协议不构成双方之间任何法律上的关联、从属、合伙、合资或信托关系。任一方均无权利、权力或权限代表另一方设定义务或责任、约束另一方遵守任何协议或声称自己是另一方的代理人。各方仍对其自身的行为、不作为和义务承担全部责任。

31.7 Advertising. Supplier shall not release any advertising copy mentioning Buyer or quoting the opinion of any of Buyer’s employees unless prior written approval is received from Buyer.

广告。未经买方事先书面批准，供应商不得发布任何提及买方或引用买方员工意见的广告内容。

31.8. Third Party Rights Exclusion. This Agreement does not confer any rights, under or in connection with it, on any person or third party, whether under the Contracts (Rights of Third Parties) Act 1999 or any local law or local case-law, and no term of this Agreement is enforceable by any such person or third party.

第三方权利排除。无论是依据《1999年合同法（第三方权利）》或任何其他当地法律或判例法，本协议不赋予任何人或第三方本协议项下的或与本协议有关的任何权利。本协议的任何条款亦不得由该等人士或第三方强制执行。

31.9 Amendments. Subject to these Terms, any amendments to the Agreement shall only be valid and effective upon a written instrument signed by both parties’ authorised signatories.

修订。除本通用条款另有规定外，本协议的任何修订仅在双方授权签字人签署书面文件后方可生效并具有法律效力。

Appendix 1 - Specific Terms & Conditions of Purchase (Applicable for China)

附件1 - 专用采购条款和条件（适用于中国）

This Appendix 1 sets out the Specific Terms and Conditions of Purchase (“Specific T&Cs”) for Order issued by the Buyer (**whose corporate information and particulars are duly specified in the Order**), which shall be read together and form an essential and integral part of the General Terms and Conditions of Purchase (“Terms”) in accordance with the terms and conditions set forth hereunder.

本附件1规定了买方（其公司信息和详情已在订单中载明）发出的订单的专用采购条款和条件（“专用条款”），本附件1应与《通用采购条款和条件》（“通用条款”）一并阅读，且以下所列的条款和条件构成通用条款重要且不可分割的组成部分。

1. General总则

All terms and expressions defined in the Terms shall have the same meanings when used in this Appendix, except as unless otherwise expressly stated herein.

除本附件中另有明确规定外，通用条款中定义的所有术语和表达在本附件中应具有相同的含义。

These Specific T&Cs amend the following provisions of the Terms, and shall supersede and prevail over such provisions to the extent specifically amended below:

本专用条款对以下通用条款的相关条款进行了修订，并将在下文具体修订的范围内取代并优先于通用条款：

Clause Specific T&Cs Details

8.4Liquidated damages 违约金

Notwithstanding any action that may have been taken by Buyer pursuant to this Section, Supplier shall indemnify and hold harmless Buyer for any loss, damages and claims it may suffer. The following liquidated damages for delay in delivery shall be imposed on the Supplier unless specified differently in the Order or in the Special Terms and Conditions: an amount equal to 1% of the invoice amount of late deliveries of Goods, Deliverables and/or Services for each week (or part thereof) of delay in delivery, up to a maximum of 10% of the total price of the Order. This is without prejudice to any other rights and remedies inuring to Buyer and arising out of the breach of the Order by the Supplier. In addition, Buyer shall also be entitled to recover the liquidated damages as specified in the Order or in the Special Terms and Conditions for Supplier's failure to meet the performance criteria. The parties agree that such liquidated damages, which may be imposed on Supplier for delay in delivery or failure to meet the performance criteria, (i) are a genuine reasonable pre-estimate of the damages Buyer may suffer as a result of delay or non-performance and are not to be assessed as a penalty, and (ii) do not preclude Buyer's right to other remedies, damages and choices arising out of the breach of the Agreement by Supplier. Any sums due to Buyer by way of delay or non-performance damages may be deducted from payments due to Supplier or from Financial guarantees, if any.

尽管买方可能已根据本条采取了任何行动, 对于买方可能因此遭受的任何损失、损害和索赔, 供应商应作出赔偿并使买方免受损害。除非订单或特殊条款和条件中另有规定, 因交货延迟, 供应商应被处以如下的违约金: 对于货物、可交付成果和/或服务的迟延交付, 每迟延一周(或不足一周), 按迟延交付货物、可交付成果和/或服务发票金额的1%计收, 最高不超过订单总价的10%。本条款不影响买方因供应商违反订单而享有的任何其他权利和补救措施。此外, 若供应商未能满足履行标准, 买方还可依据订单或特别特殊条款和条件的规定, 获得相应的违约金。双方同意, 因迟延交付或未能满足履行标准而可能施加于供应商的此类违约金, (i) 是对买方因供应商迟延交货或未履约可能遭受的损失的真实合理的预估, 并非罚金, 且 (ii) 不排除买方因供应商违反本协议而享有的其他救济、损害赔偿和选择的权利。因供应商迟延交货或未履约而应付给买方的任何款项, 可从应付给供应商的款项或财务担保(如有)中扣除。

23. Anti-Corruption Compliance 反腐败合规

In performing this Agreement, the parties hereby undertake to strictly comply with all applicable laws prohibiting the bribery of public officials and private persons, influence peddling, money laundering, that may in particular entail a public contract debarment, including the 1977 Foreign Corrupt Practices Act of the United States, the 2010 UK Bribery Act, the 2016 French anti-corruption law "Sapin", the Criminal Law and Anti-Unfair Competition Law of the People's Republic of China.

在履行本协议过程中, 双方特此承诺严格遵守禁止贿赂公职人员、向个人行贿、利用影响力进行交易及洗钱行为的法律。这些法律尤其可能导致违法者被禁止竞标公共合同, 包括1977年美国《反海外腐败法》, 2010年英国《反贿赂法》、2016年法国反腐败法(《萨潘法》)、中华人民共和国《刑法》和《反不正当竞争法》。

Except for the above modifications, the other parts of Article 23 of the Terms remain applicable.

除上述修改外, 通用条款第23条的其他部分仍适用。

25.1 Role Qualification 角色界定

Where, in the performance of this Agreement, Supplier processes personal information on behalf of Buyer and solely in accordance with Buyer's instructions. The parties shall comply with the applicable requirements of the Personal Information Protection Law of the People's Republic of China ("PIPL"), the Data Security Law of the People's Republic of China and other applicable data protection laws and regulations.

在本协议的履行过程中, 供应商代表买方处理个人信息, 且仅按照买方的指示进行处理。双方应当遵守《中华人民共和国个人信息保护法》《中华人民共和国数据安全法》及其他适用的数据保护法律法规的相关要求。.....

25.3 Processing Instructions 处理指示

Supplier shall:

- (a) process personal information only on documented instructions from Buyer, including with regard to transfers of personal information to third parties or outside mainland China, unless required to do so by applicable law, in which case Supplier shall inform Buyer of that legal requirement prior to processing, unless the law prohibits such information on grounds of public interest;
- (b) process personal information solely for the purposes specified in this Agreement and for no other purpose, and personal information shall be processed only in the manner agreed upon in this Agreement;
- (c) immediately notify Buyer if, in Supplier's reasonable opinion, any instruction from Buyer infringes applicable data protection laws, including the GDPR, and the PIPL and other applicable data protection laws and regulations of PRC.

供应商应当:

- (a) 仅按照买方的书面指示处理个人信息, 包括向第三方或者向中国大陆以外地区转移个人信息; 但适用法律另有规定的除外, 此种情况下供应商应当在处理前将该法律要求告知买方, 除非法律基于公共利益原因禁止告知;
- (b) 仅为本协议约定的目的, 并按照本协议约定的方式处理个人信息, 不得用于任何其他目的或者以其他方式处理;
- (c) 如供应商合理认为买方的任何指示违反适用的数据保护法律法规, 包括《通用数据保护条例》、《中华人民共和国个人信息保护法》及中华人民共和国其他适用的数据保护法律法规, 应立即通知买方。

25.5 Security Measures 安全措施

Supplier shall implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk in accordance with applicable laws and regulations of the PRC, having regard to the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing, as well as impact on individuals' rights and interests, and potential security risks. Such measures shall include but not be limited to, as appropriate:

- (a) the pseudonymization and/or de-identification of personal information;

.....

供应商应当根据中华人民共和国现行适用的法律法规, 并结合技术发展水平、实施成本, 以及处理活动的性质、范围、背景和目的、对个人权益的影响以及可能存在的安全风险, 采取并持续保持适当的技术和组织措施, 以确保与风险相适应的安全水平。该等措施应在适当情况下包括但不限于:

- (a) 对个人信息进行匿名化和/或去标识化处理;

.....

25.6 Sub-Processors 分处理方

..... Where Buyer consents to such engagement, Supplier shall impose data protection obligations on the sub-processor no less protective than those set out in this Agreement by way of a written agreement.

..... 经买方同意该等委托后, 供应商应通过书面协议要求分处理方承担不低于本协议所载标准的数据保护义务。.....

25.7 Data Subject Rights 个人信息主体权利

Supplier shall, insofar as feasible, assist Buyer by appropriate technical and organizational measures in fulfilling Buyer's obligation to respond to requests by individuals exercising their rights under PIPL (including but not limited to be informed, to decide, to access, to copy, to rectification, to supplementation, to erasure, to explanation, etc.).

在可能的范围内, 供应商应当通过适当的技术和组织措施, 协助买方履行其对个人行使《中华人民共和国个人信息保护法》项下权利请求作出响应的义务, 包括但不限于知情权、决定权、查阅权、复制权、更正权、补充权、删除权、解释说明权等。.....

25.8 Breach Notification 安全事件通知

In the event of a personal information leakage, tampering, or loss (collectively, "Security Incident"),

(a) a description of the nature of the Security Incident, including, where possible, the categories and approximate number of personal information records concerned and the categories and approximate number of data subjects concerned;

.....

(c) a description of the likely consequences of the Security Incident;

.....

如发生个人信息泄露、篡改或者丢失(统称“安全事件”),

(a) 对安全事件性质的描述, 包括在可能的情况下, 涉及的个人信息记录类别及大致数量, 以及受影响个人信息主体的类别及大致数量;

.....

(c) 对安全事件可能后果的描述;

.....

25.9 Data Retention and Deletion 个人信息的保留和删除

Supplier shall not retain personal information for longer than is strictly necessary for the performance of this Agreement and in accordance with Buyer's documented instructions. Upon termination or expiration of this Agreement, or upon Buyer's earlier request, or this Agreement becomes invalid, void or revoked, Supplier shall, at Buyer's election, securely delete or return all personal information processed on behalf of Buyer, and shall securely delete all existing copies thereof, unless applicable law requires continued storage of the personal information, in which case Supplier shall inform Buyer according to Article 47 of the PIPL and restrict further processing to the extent required.

供应商不得保留个人信息超过履行本协议严格必要的期限, 且应按照买方的书面指示保留。本协议终止或到期, 或买方提前要求, 或本协议失效、无效或被撤销时, 供应商应按买方的选择, 安全删除或返还代表买方处理的全部个人信息, 并安全删除所有现存副本。但适用法律要求继续保存个人信息的除外, 在此情况下, 供应商应按照《中华人民共和国个人信息保护法》第四十七条的规定通知买方, 并将后续处理限制在法律要求的范围内。

25.10 Cross-border Transfer of Personal Information 个人信息跨境转移

Supplier shall not transfer personal information to any location outside mainland China without Buyer's prior written consent. Where Buyer consents to such transfer, Supplier shall complete all the necessary assessment, filing and obtain necessary approval in accordance with the applicable PRC laws and regulations:

Supplier shall inform Buyer prior to any such transfer and shall provide Buyer with all information necessary to assess the adequacy and lawfulness of the transfer, including but not limited to any transfer impact assessment required. Supplier shall promptly notify Buyer if it becomes aware of any circumstances that may affect the adequacy of the safeguards in place.

未经买方事先书面同意, 供应商不得将个人信息转移至中国大陆以外的任何地点。经买方同意该等转移的, 供应商应按照中华人民共和国现行适用的法律法规, 完成必要的评估、备案并获得必要的批准。

供应商应在进行任何该等转移前通知买方, 并向买方提供评估转移的充分性和合法性所必需的全部信息, 包括但不限于任何必需的转移影响评估。供应商如发现可能影响现有保护措施充分性的任何情况, 应及时通知买方。

25.11 Assistance with Regulatory Obligations 协助履行监管义务

Supplier shall provide Buyer with all reasonable assistance, taking into account the nature of processing and the information available to Supplier, in ensuring compliance with Buyer's obligations under PIPL, including obligations relating to security of processing, notification of Security Incidents to the competent authorities and individuals, Personal Information Protection Impact Assessments (PIA), and cooperation with regulatory inspections.

供应商应结合处理活动的性质及其所掌握的信息, 向买方提供一切合理协助, 以确保买方遵守其在《中华人民共和国个人信息保护法》项下的义务, 包括但不限于处理安全、向主管机关及个人通知安全事件、个人信息保护影响评估(PIA)以及配合监管检查等义务。

25.12 Records of Processing Activities 处理活动记录

Supplier shall establish and maintain a record of all categories of processing activities carried out on behalf of Buyer, which shall include, at a minimum: processing purposes, processing methods, categories of personal information, categories of data subjects, recipients, cross-border transfers, and security measures, and shall make such record available to Buyer and, where applicable, to the competent supervisory authority, upon request. Supplier shall cooperate with Buyer in completing the PIA in accordance with PIPL (if applicable), and the relevant assessment reports and processing records shall be retained for at least three years.

供应商应建立并维护其代表买方开展的全部处理活动记录, 该等记录至少应包括: 处理目的、处理方式、个人信息种类、个人信息主体类别、接收方、跨境转移情况以及安全措施, 并应在买方提出要求时, 以及在适用情况下向主管监管机关提供该等记录。供应商应在适用时配合买方按照《中华人民共和国个人信息保护法》完成个人信息保护影响评估(PIA), 且相关评估报告及处理记录应至少保存三年。

25bis.1 Scope 适用范围

This Article applies where the Goods supplied by Supplier are connected products ("IoT Products") or where the Services include data processing or cloud services. Any data access, use, sharing or transfer in connection with such products or services shall be subject to applicable PRC laws and regulations, including the PIPL, the Data Security Law and the Cybersecurity Law, as well as applicable data classification and security requirements.

本条适用于供应商所供货物为联网产品(“物联网产品”)的情形,或服务包括数据处理或云服务的情形。与该等产品或服务相关的数据访问、使用、共享或转移,均应遵守中国现行适用的法律法规,包括《中华人民共和国个人信息保护法》《中华人民共和国数据安全法》《中华人民共和国网络安全法》以及适用的数据分类分级和安全要求。

25bis.2 Access to Data Generated by Connected Products 联网产品生成数据的访问

Delete “In accordance with Article 4 of the Data Act”.

删除“根据数据法第4条”。

25bis.3 Format and Interoperability 格式和互操作性

Delete “in accordance with Article 5 of the Data Act”.

删除“根据数据法第5条”。

25bis.4 Cloud Switching and Portability云切换及数据可携带性

.....

(b) ensure the complete export of all of Buyer's data in a structured, commonly used and machine-readable format within a reasonable period and, in any event, within thirty (30) days of termination or expiration of this Agreement;

.....

.....

b) 在合理期限内,且无论如何应在本协议终止或到期后三十(30)日内,确保以结构化、通用且机器可读的格式完整导出买方的全部数据;

.....

25bis.5 Prohibition on Unauthorized Data Use 禁止未经授权使用数据

Delete “in accordance with Article 4(4) of the Data Act”.

删除“根据数据法第4(4)条”。

25bis.6 Data Sharing with Third Parties 与第三方共享数据

Delete “in accordance with Article 5 of the Data Act”.

删除“根据数据法第5条”。

Except for the above modifications, the other parts of Article 25of the Terms remain applicable.

除上述修改外,通用条款第25条的其他部分仍适用。

30.1 Governing Law and Language 适用法律和语言

Unless otherwise set forth in the Order, this Agreement shall be governed and construed according to the laws of the People's Republic of China, without giving effect to its conflict of law provisions. The Agreement is prepared in English and Chinese language, in case of any discrepancy, the English version shall prevail. The Agreement may be executed in counterparts, each of which shall be deemed an original.

除非订单中另有规定,本协议应受中华人民共和国法律(不含冲突法)管辖并据此解释。本合同以英文和中文编制,中英文不一致时,以英文版本为准。本合同可签署若干副本,每份副本均视为正本。

30.2 Dispute Resolution 争议解决

Unless otherwise set forth in the Order, and except for any injunctive relief, all disputes or proceedings arising directly or indirectly from this Agreement shall be exclusively submitted to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center (“SHIAC”) for arbitration in Shanghai which shall be conducted in accordance with the SHIAC's arbitration rules in effect at the time of applying for arbitration. The arbitration shall be conducted in Chinese language and the arbitral award is final and binding upon both parties.

除非订单中另有规定,除任何禁令救济外,因本协议直接或间接产生的所有争议或程序应排他性地提交上海国际经济贸易仲裁委员会/上海国际仲裁中心(SHIAC)按照申请仲裁时有有效的SHIAC仲裁规则在上海进行仲裁。仲裁应以中文进行,仲裁裁决是终局的,对双方均有约束力。

31.10 Order of Precedence 优先顺序 (newly added) (新增)

The following order of precedence shall apply for the Terms of Agreement:

协议条款按以下优先顺序适用:

i) Buyer's Order 买方订单

ii) Special T&Cs (if any) 特殊条款和条件(如有)

iii) Specific T&Cs专用条款

iv) Terms通用条款

2. For the avoidance of doubt, “Terms of Agreement” shall mean collectively the terms contained in the Buyer's Order, Special T&Cs (if any), Specific T&Cs and Terms, which together form the entire agreement between the Parties.

为免疑义,“协议条款”应指买方订单、特殊条款和条件(如有)、专用条款与通用条款中包含的所有条款的统称,共同构成了双方之间的完整协议。

3.Scope and Application 范围和适用

Unless expressly modified by this Specific T&Cs, the remaining provisions of the Terms shall remain applicable and enforceable. 除非本专用条款进行了明确修改,否则通用条款的其余条款仍应适用和执行。

4.Binding Effect 约束效力

By accepting the Order, the Supplier agrees to both the Terms and the Specific T&Cs, which shall govern the contractual relationship between the Buyer and the Supplier, and all amendments contained in these Specific T&Cs shall remain in full force and effect, except unless otherwise expressly agreed in writing in the Special T&Cs.

通过接受本订单,供应商同意遵守通用条款和专用条款,这两者将共同适用于买方与供应商之间的合同关系,并且除非特殊条款和条件另有明确书面约定,否则专用条款中的所有修订均应完全有效并具有法律约束力。

(The End)

(结束)

5.Note to Users - For clarity:

用户须知-为清晰起见：

Appendix 1 is the Specific Terms & Conditions that is specifically tailored for the procurement initiated by the Veolia entity within the People's Republic of China.

附件1是专门适用于中华人民共和国境内威立雅实体发起的采购活动的专用条款。

The Special T&Cs that are only used in circumstances where there are deviations to the General T&Cs and/or Specific T&Cs.

特殊条款和条件仅在对通用条款和/或专用条款有偏离的情况下使用。