

ABB GENERAL TERMS AND CONDITIONS

FOR PURCHASE OF GOODS AND/OR SERVICES (2024-2 CHINA)

ABB 货物和/或服务采购一般条款(2024-2 中国)

1. DEFINITIONS AND INTERPRETATION

定义和解释

1.1 The following terms have the following meanings:

以下术语定义如下:

ABB GTC: these ABB General Terms and Conditions for Purchase of Goods and/or Services (2024-2 China);

ABB GTC: 当前的《ABB 货物和/或服务采购一般条款》(2024-2 中国);

Applicable Integrity Laws:

适用诚信合规法律:

- (i) Anti-bribery and anti-corruption laws: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended) and any other applicable laws, regulations and official governmental orders relating to anti-corruption, anti-bribery, anti-money laundering and anti-tax evasion in relevant jurisdictions.

反贿赂和反腐败法律: 包括美国《1977 年反海外腐败法》(修订版), 英国《2010 年反贿赂法》(修订版) 及相关司法管辖区内与反腐败、反贿赂、反洗钱及反逃税有关的任何其他适用法律、法规和官方政府命令;

- (ii) Sanctions and trade control laws and regulations: any applicable laws, regulations, or administrative or regulatory decisions or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Contract that sanction, prohibit or restrict certain activities including direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, (collectively, "Trade Control Laws"); and

制裁和贸易管制法律及法规: 任何制裁机构在本合同生效日或之后通过、维持、实施的任何适用法律、法规或者行政或监管性决定或指引, 以制裁、禁止或限制特定活动包括对特定国家、区域、地区、政府、项目或者特别指定的个人或实体进行直接或间接交易或往来(统称“贸易管制法律”); 以及

- (iii) Human rights and anti-modern slavery laws and international frameworks: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws, regulations and international frameworks.

人权及反现代奴役法律与国际框架: 包括《世界人权宣言》《联合国商业和人权指导原则》《经合组织跨国企业准则》《国际劳工组织关于劳动标准的核心公约》、英国《现代奴役法案》以及与上述文件类似的其他人权、反贩卖人口及反现代奴役的法律、法规和国际框架。

Affiliate: any entity which directly or indirectly controls, is controlled by, or is under common control with a Party;

关联公司: 直接或间接控制一方、被一方控制或与一方一起受其他方控制的任何实体;

Contract: a written agreement and/or the Order for the purchase of Goods and/or Services by Customer from Supplier which shall incorporate by reference these ABB GTC, and any other documents submitted by Customer to form part thereof, such as but without limitation to any specifications (which shall include any Supplier specifications where Customer agrees to use, or places an Order relying on, such specifications);

合同: 客户向供应商采购货物和/或服务的书面协议和/或订单, 其中包含了本 ABB GTC 以及任何其他由客户提交的构成此部分的文件, 例如但不限于任何规范(包括客户同意使用的或据此下达订单的任何供应商规范);

Customer: the party ordering Goods and/or Services from Supplier;

客户: 从供应商处订购货物和/或服务的一方;

Customer Data: any data or information, including Personal Data, acquired by Supplier in preparation of or during the fulfilment of the Contract, irrespective of whether such data or information relates to Customer, its Affiliates or their respective customers or suppliers;

客户数据: 供应商在准备或履行合同过程中获得的任何数据或信息(包括个人数据), 无论此种数据或信息是否和客户、其关联公司或它们的相关客户或供应商有关;

Delivery: delivery of Goods by Supplier in accordance with Clause 5.1;

交付: 供应商按照第 5.1 条交付货物;

Delivery Location: Customer's nominated warehouse, factory or other premises for physical delivery of Goods and/or Services, which may be the premises of one of Customer's Affiliates (including such location as may be listed in any relevant price list) or third party freight or logistics providers, or if no location is nominated, Customer's place of business;

交付地点: 客户指定的仓库, 工厂或其他实际交付货物和/或服务的场所, 可能是客户关联公司的场地(包括可能列在任何相关价格表中的地点)或第三方运输或物流提供商的场地, 如未指定地点, 则为客户的营业地;

Embedded Software: software necessary for operation of Goods, and embedded in and delivered as integral part of Goods;

嵌入式软件: 嵌入货物之中、作为货物一部分交付的并对于货物运转而言必要的软件;

Goods: the items to be delivered by Supplier in accordance with the Contract and/or all materials, documents, or other deliverables which are the result of Services provided by Supplier under the Contract in any form or media, including but without limitation to data, diagrams, drawings, reports and specifications;

货物: 供应商根据合同交付的物品和/或由供应商在合同项下提供服务产生的任何形式或介质的所有资料、文件、或其他交付物, 包括但不限于数据、图表、图纸、报告和说明书;

Intellectual Property Rights: (a) patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; and (c) all other intellectual property rights and similar forms of worldwide protection;

知识产权: (a) 专利、实用新型、版权、数据库权利和商标权利、商品名称、设计、专有技术和发明交底书(无论注册或未注册); (b) 任何这些权利的申请、重新授权、确认、续展、延期、分案或继续申请; 和(c) 全球范围内所有其他知识产权和相似保护形式的权利;

Order: Customer's order issued to Supplier for the purchase of Goods and/or Services, including any purchase order issued electronically;

订单: 客户向供应商发出的采购货物和/或服务的订单, 包括以电子形式出具的任何采购订单;

Party: Customer or Supplier, collectively the Parties;

一方: 客户或供应商, 合称双方;

Personal Data: any data or information of an identified or identifiable natural person;

个人数据: 身份明确或可查明身份的自然人的任何数据或信息;

Records: includes all books, accounts, and supporting or underlying documents and materials reflecting financial transactions and services related to any business conducted for or on behalf of Customer or its Affiliates;

记录: 包括所有账簿、账目, 以及能够反映代表或为客户或其关联方所开展的任何业务相关的经济交易和服务的支持性或基础性文件和材料;

Restricted Person: any entity or person included on a list (including U.S., EU, and Swiss lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person);

受限制人士: 在任何适用贸易管制法律项下所列之任何目标对象、被封锁对象、或者遭遇资产冻结或其他限制的人士的名单(包括美国、欧盟和瑞士名单)中所列的实体或个人(包括任何受限制人士直接或间接、单独或合计持有百分之五十(50%)或以上权益的任何实体, 或者任何受限制人士通过其他方式予以控制的实体);

Sanctions Agency: any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws and has jurisdiction over the Contract including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union, (iv) Switzerland or (v) People's Republic of China;

监管机构: 颁布或施行贸易管制法律且对本合同有管辖权的任何政府或监管团体、职能部门、主管机关、机构、部门或法院, 包括但不限于(i)联合国、(ii)美利坚合众国(包括美国财政部外国资产控制办公室、美国国务院和美国商务部)、(iii)欧盟、(iv)瑞士或(v)中华人民共和国的政府和监管团体。

Services: the services to be provided by Supplier in accordance with the Contract;

服务: 供应商根据合同将提供的服务;

Supplier: the party providing the Goods and/or Services to Customer (or any Customer Affiliate at a relevant Delivery Location);

供应商: 向客户(或位于相关交付地点的任何客户关联公司)提供货物和/或服务的一方;

Variation Order: a change to the Order such as to alter, to amend, to omit, to add to, or otherwise to change the Order or any parts thereof.

变更单: 对订单进行的变更, 比如更改、修改、删除、添加订单或变更订单或其任何部分。

1.2 References to clauses are references to clauses of the ABB GTC.

参考条款是指参考“ABB GTC”中的条款。

1.3 Headings are for convenience only and do not affect the interpretation of the ABB GTC.

标题仅为提供方便, 不应影响“ABB GTC”条款的解释。

2. APPLICATION

适用

2.1 The ABB GTC govern the Contract.

“ABB GTC”适用于合同。

2.2 No terms or conditions delivered with or contained in Supplier's quotations, acknowledgements, acceptances, specifications or similar documents will form part of the Contract, and Supplier waives any right which it might have to rely on such terms or conditions.

供应商报价单、确认书、接受函、规范或类似文档上随带的或包含的条款不应构成合同的一部分, 供应商放弃任何其针对这些条款享有的权利。

2.3 Supplier shall accept the Contract either expressly by written statement or impliedly by fulfilling the Contract in whole or in part. Supplier should accept the Contract either expressly by written statement or impliedly by fulfilling the Contract in whole or in part. Supplier should accept the Contract either expressly by written statement or impliedly by fulfilling the Contract in whole or in part. Supplier should accept the Contract either expressly by written statement or impliedly by fulfilling the Contract in whole or in part.

2.4 Any amendments to the Contract must be agreed in writing.
任何对合同的修改必须书面达成一致。

3. SUPPLIER'S RESPONSIBILITIES

供应商的职责

3.1 Supplier shall deliver the Goods and provide the Services:

供应商应按照下列条件交付货物和提供服务:

3.1.1 in accordance with the applicable laws and regulations;

遵守适用的法律和法规;

3.1.2 in accordance with the Contract (including by providing any necessary documentation) and all Customer instructions;

遵照合同(包括提交任何必要文件)和所有客户指示;

3.1.3 free from defects and from any rights of third parties; and

没有瑕疵并且不存在第三方的任何权利; 和

3.1.4 fit for any particular purpose specified in the Contract or, in absence thereof, fit for the purposes for which such Goods and/or Services would ordinarily be used.

适合于合同中载明的任何特别目的, 如未载明, 则适合于货物和/或服务的通常使用目的。

3.2 Supplier shall ensure that the Goods are packed according to industry standards and any applicable laws and regulations, in a manner adequate to preserve and protect the Goods, and sufficient to enable safe unloading and inspection at the relevant Delivery Location.

供应商应确保根据行业标准以及任何适用的法律和法规, 以足以保存和保护货物并使货物能在相关交付地点安全卸货及可供检查的方式包装货物。

3.3 When Customer (or a Customer Affiliate at a relevant Delivery Location) identifies quality related issues on the part of Supplier, Customer (or Customer Affiliate) will notify Supplier thereof. Notwithstanding other remedies available to Customer under the Contract, Customer may instruct Supplier to undertake at Supplier's risk and expense an analysis into the root cause(s) of the quality related issues; such analysis being undertaken and reported to Customer within ten (10) calendar days of the notification of the quality related issue(s). Customer reserves the right to undertake an audit (carried out by Customer's nominated personnel, which may include third party experts or Customer Affiliate staff) of Supplier based on the results of the root cause analysis or where Supplier fails to comply with this Clause. Supplier shall also proactively advise Customer if it becomes aware of any quality related issues that may affect the Goods and/or Services, and the provisions of this Clause 3.3 shall otherwise apply as if the issue had been notified by Customer.

当客户(或位于相关交付地点的客户关联公司)发现供应商有与质量相关的问题, 客户(或客户关联公司)将通知供应商。尽管合同下客户享有其他的救济措施, 客户可以指示供应商自担风险和费用对质量相关问题的根本原因进行分析; 此种分析应自客户发出质量相关问题的通知之日起的十(10)个日历日内做出并报告给客户。客户保留基于供应商根本原因分析结果或在供应商未遵守此条款时由客户指定人员(包括第三方专家或客户关联公司人员)对供应商进行审计的权利。如果供应商发现可能影响货物和/或服务的任何质量相关问题, 供应商应主动通知客户。在此情况下, 本 3.3 款的规定应适用, 如同客户已通知了供应商该质量问题。

3.4 Customer may issue Variation Orders to Supplier, and Supplier shall carry out such Variation Orders. If any Variation Order causes an increase or decrease in the cost of, or the time required for the performance of, any Services or Goods, an equitable adjustment shall be made in the purchase price and/or Delivery schedule in writing. Any Supplier claim for adjustment under this Clause will be deemed waived unless asserted within thirty (30) calendar days from Supplier's receipt of the Variation Order. Variation Orders requested by Supplier only become effective after written confirmation by Customer.

客户可向供应商下达变更单, 且供应商应履行此种变更单。如果变更单构成任何服务或货物的费用或履行时间的增加或减少, 应通过书面形式对采购价格和/或交付时间表进行公平的调整。除非供应商自收到变更单起三十(30)个日历日内主张, 否则供应商将被视为放弃任何在此条款下对调整的要求。供应商要求的变更单仅在由客户书面确认后才有有效。

3.5 Supplier must not suspend the Delivery of any Goods or the provision of any Services.

供应商不得推迟任何货物的交付或服务的提供。

3.6 Supplier assumes full and exclusive responsibility for any occupational accident that occurs, or disease that affects, its employees and its subcontractors in relation to the provision of the Goods and/or Services.

供应商对因提供货物和/或服务而引起的任何职业事故或导致其员工和其分包商发生的疾病承担完全的排他性的责任。

3.7 Supplier is solely and exclusively responsible for any claims and/or lawsuits filed by its employees and/or subcontractors, and shall, without any limitations, defend, indemnify and hold Customer (and any relevant Customer Affiliate) harmless from and against any claim, proceeding, action, fine, loss, cost, damages and expenses arising out of or relating to any such claims and/or lawsuits, and any noncompliance with legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency applicable to Supplier, its employees or subcontractors. Supplier undertakes to appear in court at its own cost if requested by Customer, acknowledging its status as sole and exclusive employer, and to provide Customer (and/or any relevant Customer Affiliate) with all requested documentation and information necessary to ensure proper legal defence of Customer or its Affiliates in court.

供应商单独及排他性地对其员工和/或分包商提起的任何索赔和/或诉讼负责，且应无限制地为客户（及任何相关的客户关联公司）辩护、赔偿客户（及任何相关的客户关联公司）并使客户（及任何相关的客户关联公司）免受由任何此种索赔和/或诉讼，和任何违反法律、法规、规范、指引和其他任何适用于供应商、其员工或分包商的相关政府或政府机构的要求而导致或与其有关的任何索赔、诉讼、行动、罚款、损失、费用、损害和支出。供应商承诺，如客户要求，其会自担费用出庭，并承认其单独和排他性的雇主身份，并向客户（及任何相关的客户关联公司）提供保证能使客户或其关联公司在法庭中有适当的法律辩护的所有所需文件和信息。

3.8 Customer is authorized to make, or procure the making of, any payments due to Supplier's employees and subcontractors providing Goods and/or Services under the Contract, in order to avoid lawsuits, liens or encumbrances. Such payments may be made through withholding Supplier's credits, offsetting or in any other way. Supplier shall provide any support requested by Customer with regard to such payments and indemnify and hold harmless Customer and its Affiliates for any payments made.

为避免诉讼、留置或抵押，客户被授权向合同项下提供货物和/或服务的供应商的员工和分包商支付或促使供应商支付任何到期款项。此种付款通过扣除给予供应商的信用额度、抵消或任何其他方式进行。供应商应客户要求提供关于此种付款所需的任何支持且对客户及其关联公司进行补偿并使其免受损害。

4. PAYMENT, INVOICING**付款、开票**

4.1 In consideration of the Goods delivered and/or the Services provided by Supplier in accordance with the Contract, Customer shall pay to Supplier the purchase price stated in the Contract provided the invoice fulfils the requirements defined by Customer. Payment shall be made in the country in which Supplier is registered, to a bank account in the name of Supplier. The price is inclusive of all fees and taxes (other than VAT or equivalent) and of all costs of manufacturing, processing, warehousing and packaging (including returning any returnable packaging) of any Goods.

作为供应商按照合同交付货物和/或提供服务的对价，客户应向供应商支付合同中载明的采购价格，前提是发票满足客户的要求。付款应付至以供应商名义在供应商的注册国开立的银行账户。价格包括所有费用和税金（增值税或同类税费除外）以及任何货物的制造，加工，仓储和包装（包括归还任何可回收包装）的所有费用。

4.2 Supplier shall submit invoices in an auditable form, complying with applicable laws, generally accepted accounting principles and the specific Customer requirements, containing the following minimum information: Supplier name, address and reference person including

contact details; invoice date; invoice number; Order number and Supplier number; address of Customer; quantity; specification of Goods and/or Services; price (total amount invoiced); currency; tax or VAT amount; tax or VAT number; Authorized Economic Operator and/or Approved Exporter Authorization number and/or other customs identification number, if applicable; payment terms as agreed. Supplier shall state the Order number on all invoices (but not limited to commercial, pro forma or customs invoices).

供应商应遵照适用的法律、通用会计准则和客户的具体要求提交可供审计的发票，并至少包含下列信息：供应商名称、地址和联系人包括详细联系信息；发票日期；发票号码；订单号码和供应商编号；客户地址；数量；货物和/或服务规格；价格（开票总价）；货币；税款或增值金额；税号或增值税编号；认证经营者和/或经批准的出口商授权号和其他海关识别码，如适用；约定的支付条件。供应商应在所有发票上（但不限于商业、形式或海关发票）注明订单号。

4.3 Invoices must be sent to the billing address specified in the Contract (or as otherwise agreed with Customer).

发票必须发送至合同中载明的（或与客户另行约定的）账单地址。

4.4 Customer shall pay the invoice in accordance with the payment terms agreed in the Contract.

客户应根据合同约定的付款条款付款。

4.5 Customer will reimburse expenses only at cost and to the extent agreed in writing.

客户将仅按照成本价以及在双方书面约定的范围内报销费用。

4.6 Services charged based on hourly rates require written confirmation of Supplier's time sheets by Customer. Supplier shall submit such time sheets to Customer for confirmation as may be instructed by Customer but latest together with any related invoice. Confirmation of time sheets cannot be construed as acknowledgement of any claims. Customer is not obliged to pay invoices based on time sheets which are not confirmed by Customer in writing.

以小时收费的服务需要客户书面确认供应商的工时表。供应商应按照客户指示向客户提交此种工时表以供确认，但最迟应与任何相关发票一同提交。对工时表的确认不被解释为对任何索赔的确认。客户没有义务对未经客户书面确认的工时表进行结账。

4.7 Customer reserves the right to set off or withhold payment for Goods and/or Services not provided in accordance with the Contract.

客户有权抵消或扣减未遵照合同规定所供货物和/或服务的款项。

5. DELIVERY, PERFORMANCE OF SERVICES**交付、履行服务**

5.1 Unless agreed otherwise in the Contract, the Goods shall be delivered in accordance with INCOTERMS 2020 FCA, to the Delivery Location.

除非合同中另有约定，货物应根据《国际贸易术语解释通则 2020》FCA 术语交付至交付地点。

5.2 The Services shall be provided at the Delivery Location.

供应商应在交付地点提供服务。

5.3 Supplier shall provide, no later than at the time of acceptance of the Contract, the following minimum information: number of packages and contents, the customs tariff numbers of the country of consignment, and the countries of origin for all Goods.

供应商应不迟于在接受合同时至少提供以下信息：包裹数量和容量、起运国的海关关税号，所有货物的来源国。

5.4 The Goods shall be delivered, and Services shall be provided, during Customer's business hours (or those of the requested Delivery Location) unless otherwise requested by Customer.

除非客户另有要求，否则供应商应在客户（或指定交付地点）的营业时间内交付货物，提供服务。

5.5 Upon Delivery, Supplier (or its appointed carrier) shall provide Customer (or, if requested, any nominated Customer Affiliate at the Delivery Location) a delivery note and any other required export and import documents not mentioned in Clause 5.3. If Customer has approved partial delivery, such delivery note shall also include the outstanding balance.

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交付时, 供应商(或其指定承运人)应向客户(或者如经要求, 在交付地点的任何指定客户关联公司)提供交货单和任何第 5.3 条中未提及的其他所需的出口和进口文件。如果客户批准部分交付, 则交货单应包含剩余未交付的数量信息。

5.6 Ownership of the Goods passes to Customer at Delivery. To the extent that the Goods contain Embedded Software, ownership of such Embedded Software will not pass to Customer, but Supplier shall grant, or – as applicable – shall procure that the third party owner grants, Customer and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty-free right to use the Embedded Software as integral part of such Goods and/or for servicing either of them. For the avoidance of doubt, Supplier shall have no rights of retention of title, and Supplier will convey good title to the Goods, free of any liens or encumbrances (but transfer of title and ownership in the Goods to Customer shall not release Customer from its obligation to pay for those Goods, in accordance with the terms of the Contract).

货物的所有权在交付时转移给客户。如果货物包含嵌入式软件, 相关嵌入式软件的所有权不转移给客户, 但是对于作为货物和/或服务一部分的嵌入式软件, 供应商应授权或应使第三方所有者授权(如适用)客户和所有用户全球性的、不可撤销的、永久性的、可转让的、非排他性的、免使用费的使用该嵌入式软件的权利。为避免疑义, 供应商无权保留货物的所有权, 且供应商将转让货物的有效所有权, 且不存在任何留置权或产权负担(向客户转让货物的所有权不应解除客户根据合同条款支付货款的义务)。

6. ACCEPTANCE

验收

6.1 Delivery of Goods or provision of Services shall not be deemed to be acceptance of such Goods or Services by Customer. Customer (or its nominated Customer Affiliate at the Delivery Location) shall have reasonable time to inspect or test the Goods and/or Services and to report any defects to Supplier. If a defect in the Goods and/or Services was not reasonably detectable during the inspection, Customer (or its nominated Customer Affiliate at the Delivery Location) shall have reasonable time to provide notice of such defect after it has become apparent and/or to reject the Goods and/or Services.

供应商交付货物或提供服务不应被视为客户接受此种货物或服务。客户(或位于交付地点的指定客户关联公司)应有合理时间检验或测试货物和/或服务并向供应商报告任何瑕疵。如果货物和/或服务的瑕疵无法在检验中被合理察觉, 则在该瑕疵变得明显之后客户(或位于交付地点的指定客户关联公司)应有合理时间就此种瑕疵发出通知和/或拒绝货物和/或服务。

6.2 The Parties may agree on a certain acceptance procedure, in which case acceptance will be subject to Customer's written acceptance statement (or that of Customer's nominated Affiliate). Supplier shall inform Customer (and any relevant Customer Affiliate) in writing within a reasonable time in advance when the Goods and/or Services are ready for acceptance.

双方可以约定某种验收程序, 客户(或客户指定的关联公司)发出书面验收声明视为接受。供应商应在合理时间内就货物和/或服务可供验收的时间事先书面通知客户(及任何相关的客户关联公司)。

6.3 Customer may enforce any remedy defined in the Contract for any rejected Goods or Services.

客户可以针对任何被拒绝的货物或服务采取合同中载明的任何救济。

7. DELAY

延迟

7.1 Supplier will deliver Goods in accordance with any date or time, and at least in accordance with any lead times, specified in the Contract. If the Delivery of Goods or the provision of Services does not comply with the agreed date(s), Customer may:

供应商按照合同中规定的任何日期或时间以及交付周期进行交付。如果交付的货物或提供的服务未遵守约定的日期, 客户可以:

7.1.1 terminate the Contract in whole or in part;

全部或部分终止合同;

7.1.2 refuse any subsequent delivery of the Goods or provision of the Services;

拒绝任何后续交付的货物或提供的服务;

7.1.3 recover from Supplier any expenses reasonably incurred by Customer (or any affected Customer Affiliate) in obtaining the Goods and/or Services in substitution from another supplier;

要求供应商赔偿客户(或任何受影响的客户关联公司)从其他供应商处获得替代货物和/或服务合理产生的任何费用;

7.1.4 claim damages for any cost, loss, expenses and liquidated damages incurred by Customer (or by any affected Customer Affiliate) which are attributable to Supplier's delay;

就可归因于供应商延迟而使客户(或任何受影响的客户关联公司)产生的任何成本、损失、费用和违约金进行索赔;

7.1.5 claim liquidated damages as agreed in the Contract;

按合同约定要求支付违约金;

and it is agreed that Customer may select one or more such remedies, and recovering costs or damages under any of Clauses 7.1.3 to 7.1.5 shall not exclude Customer from recovering other costs or damages under the other parts of this Clause 7.

并且双方同意, 客户可以采取一种或多种此类补救措施, 根据第 7.1.3 至 7.1.5 款中的任何一项补救措施追偿费用或损害赔偿并不排除客户根据本第 7 条的其他约定追偿其他费用或损害赔偿。

8. WARRANTY AND REMEDIES

质保和救济

8.1 Supplier warrants that the Goods and/or Services comply with the Contract, including but without limitation to Supplier's responsibilities as defined in Clause 3.1.

供应商保证货物和/或服务符合合同, 包括但不限于第 3.1 条中定义的供应商责任。

8.2 Supplier warrants that the Goods are new and unused at the date of Delivery and remain free from defects during the warranty period.

供应商保证货物在交付日是全新未用的, 并在质保期内无瑕疵。

8.3 The warranty period is twenty four (24) months from Delivery, or as otherwise set out in the Contract.

质保期为交付后二十四(24)个月或合同中另行约定的质保期。

8.4 In case of breach of any warranty which is not remedied within forty-eight (48) hours from Customer's notification, or in case of any other breach of the Contract, Customer is entitled to enforce any or all of the following remedies at its discretion and at Supplier's expense:

如果违反任何质保规定, 且未在客户通知后的四十八(48)个小时内补救, 或如有任何其他违反合同的行为, 客户有权自主决定并由供应商承担费用实施以下任何或所有救济:

8.4.1 to give Supplier an opportunity to carry out any additional work necessary to ensure that the Contract is fulfilled;

给予供应商一次开展任何额外必要工作的机会, 以确保合同得到履行;

8.4.2 to require Supplier promptly to repair or replace the defective Goods and/or Services;

要求供应商迅速修理或更换有瑕疵的货物和/或服务;

8.4.3 to carry out (or to instruct a third party to carry out) any additional work necessary to make the Goods and/or Services comply with the Contract;

开展(或指示第三方开展)任何为使货物和/或服务符合合同要求所需的额外工作;

8.4.4 to refuse any further Goods and/or Services;

拒绝任何后续的货物和/或服务;

8.4.5 to require Supplier to indemnify and hold harmless Customer (and any relevant Customer Affiliate) for such damages as may have been sustained by Customer (or any Customer Affiliate) as a result of Supplier's breach of the Contract;

要求供应商赔偿客户(及任何相关的客户关联公司)因供应商违反合同导致客户(或任何相关的客户关联公司)而遭受的损害并使其免受损害;

8.4.6 to terminate the Contract upon written notice, and in such event:

以书面通知终止合同, 且在此情况下:

8.4.6.1 Customer has no obligation to compensate Supplier (including paying for the Goods and/or Services which have been rejected); and

客户没有义务补偿供应商（包括支付已被拒收的货物和/或服务的费用）；以及

8.4.6.2 at Customer's option, Supplier shall pay back to Customer any remuneration received from Customer for the Goods and/or Services and take back the Goods at Supplier's own cost and risk; and

如客户要求，供应商应将任何从客户处收取的货物和/或服务的款项退还客户，并自行承担费用和风险取回货物；以及

8.4.6.3 Customer may source equivalent replacement goods and/or services from an alternative supplier (with any incremental costs incurred in doing so being for Supplier's account).

客户可从替代供应商处采购同等的替换货物和/或服务（因此产生的任何增加的费用由供应商承担）。

8.5 In case of a breach of any warranty, the entire warranty period shall be restarted for the defective Goods/Services from the date the remediation is completed to Customer's satisfaction.

如果违反任何质保规定，有瑕疵的货物/服务的整个质保期间应自补救措施以客户满意的方式实施完毕之日起重新起算。

8.6 The rights and remedies available to Customer under the Contract are cumulative and are not exclusive of any rights or remedies available at law or in equity.

客户享有的合同下的权利和救济是累积性的，并不排除根据法律或衡平法享有的任何权利或救济。

9. INTELLECTUAL PROPERTY RIGHTS

知识产权

9.1 Subject to Clause 9.2, Supplier hereby grants Customer and its Affiliates, or undertakes to procure that Customer and its Affiliates are granted, a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the Intellectual Property Rights in the Goods, including Embedded Software, if any.

根据第 9.2 条，供应商在此授予客户及其关联公司，或承诺使客户及其关联公司被授予全球范围内的、不可撤销的、可转让的、可分许可的、非排他性的、免费的使用货物，包括嵌入式软件（如有）的知识产权的许可。

9.2 Supplier herewith assigns to Customer (or will assign to Customer's nominated Affiliate) full ownership rights in any Intellectual Property Rights in Goods resulting from the Services. Supplier further agrees, upon Customer's request and at its cost, to take all further steps necessary to perfect Customer's ownership (or that of its nominated Affiliate) to the Intellectual Property Rights.

供应商向客户转让（或将向客户指定的关联公司转让）服务所产生的货物的任何知识产权的完整所有权。一旦客户要求并承担其费用，供应商进一步同意采取所有进一步必要的措施完善客户（或其关联公司）对知识产权的所有权。

9.3 Intellectual Property Rights in any Goods created by or licensed to Supplier prior or outside a Contract (Pre-Existing IPR) will remain vested in Supplier (or the third party owner). To the extent that Pre-Existing IPR are embedded in any Goods resulting from the Services, Supplier grants, or undertakes to procure that the third party owner grants, Customer and its Affiliates a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the Pre-Existing IPR as part of such Goods, including the right to improve, develop, market, distribute, sublicense or otherwise use such Pre-Existing IPR.

在合同生成之前或在合同的范围之外，由供应商创造或许可给供应商的任何货物的知识产权（“既存知识产权”）由供应商（或第三方）所有。如果“既存知识产权”被嵌入任何服务所产生的货物中，供应商授权，或承诺使第三方所有者授权客户及其关联公司全球性的、不可撤销的、可转让的、可分许可的、非排他的、免许可费的许可使用作为该货物一部分的既存知识产权，包括改进、开发、营销、分销、分许可、或以任何其他方式使用此种既存知识产权的权利。

9.4 Supplier must specify in writing and prior to Delivery all open source software contained in or used by Embedded Software, if any, and request Customer's written approval. Supplier agrees to replace at its own cost any open source software components rejected by Customer with software of at least the same quality and functionality.

供应商必须在交付之前书面说明所有嵌入式软件包含或使用的开源软件（如有），并要得到客户书面批准。供应商同意自担费用以至少同样质量和功能的软件代替客户拒绝的任何开源软件元件。

9.5 If any claim is made against Customer (or any Customer Affiliate) that the Goods and/or Services infringe a third party's Intellectual Property Rights, Supplier shall at its cost, but at Customer's discretion: (i) procure for Customer, Customer's Affiliates and Customer's clients, as the case may be, the right to continue using the Goods and/or Services; (ii) modify the Goods and/or Services so they cease to be infringing; or (iii) replace the Goods and/or Services with non-infringing equivalents. Otherwise, Customer is entitled to terminate the Contract and to reclaim all sums which it, or any Customer Affiliate, has paid to Supplier thereunder.

如果因货物和/或服务侵犯第三方知识产权而使客户（或任何客户关联公司）被提起任何索赔，供应商应自担费用，由客户决定 (i) 为客户、客户的关联公司和客户的客户（视具体情况），获得继续使用货物和/或服务的权利；(ii) 修改货物和/或服务使之停止侵权；或 (iii) 以不侵权的同等物代替货物和/或服务。否则，客户有权终止合同并要求供应商返还所有已由客户或任何客户关联公司支付给供应商的款项。

10. INTEGRITY PROVISIONS

诚信合规条款

10.1 Both Parties will comply with all Applicable Integrity Laws in connection with the Contract and ensure that their respective employees, directors, officers, and Affiliates or third parties engaged in any manner in relation to the Contract shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with the Contract. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with the Contract.

双方谨遵与本合同有关的所有适用诚信合规法律，且双方还应当确保各自的员工、董事、高级管理人员、与任何关联公司或以任何方式参与履行本合同的第三方均承诺遵守所有适用诚信合规法律以及本合同项下所规定的要求。双方确认其未曾违反、将不违反、也不会造成另一方违反与本合同有关的任何适用诚信合规法律。

10.2 Supplier has reviewed, understands and agrees to perform its contractual obligations in accordance with the principles set out in ABB Code of Conduct and ABB's Supplier Code of Conduct. Supplier is hereby informed, and will inform its employees, officers, directors, Affiliates and third parties engaged in relation to the Contract, of the following ABB reporting channels where any suspected or observed violations of Applicable Integrity Laws, ABB Code of Conduct, ABB Supplier Code of Conduct, these Integrity Provisions or similar applicable rules may be reported, including anonymously (where permitted by law):

供应商已审阅、理解并同意按照《ABB 行为准则》以及《ABB 供应商行为准则》项下规定的原则履行其合同义务。供应商谨此知晓，ABB 已建立以下以下举报渠道，用于举报，包括匿名举报（如果适用法律允许）其怀疑或注意到的违反适用诚信合规法律、《ABB 行为准则》《ABB 供应商行为准则》、此诚信合规条款或类似规则的情形，并将该举报渠道的信息告知其员工、高级管理人员、董事以及关联公司或参与履行本合同的第三方：

Web portal: www.abb.com/integrity

Mail: ABB Ltd, Legal & Integrity, Affolternstrasse 44, 8050 Zurich, Switzerland

网站: www.abb.com/integrity

邮寄地址: ABB Ltd, Legal & Integrity, Affolternstrasse 44, 8050 Zurich, Switzerland

10.3 Supplier acknowledges that it will be subject to Customer's applicable integrity risk management processes, including due diligence where applicable. Supplier undertakes and accepts liability for conducting an appropriate level of due diligence of their Affiliates and third parties engaged by Supplier in connection with this Contract and en-

sureing Affiliates and third parties undertake appropriate integrity provisions that are materially equal to this Clause.

供应商认可将接受客户适用的合规风险管理流程, 包括尽职调查(如适用)。供应商承诺并接受对其关联公司和供应商聘请的与本合同有关的第三方进行适当程度的尽职调查, 并确保其关联公司和第三方均承担与本条款实质上相同的诚信合规条款。

10.4. Supplier shall timely inform Customer of any material changes to information provided in connection with Customer's onboarding procedures or due diligence processes. Supplier shall provide Customer with any additional information or certifications of compliance required upon request. Supplier shall, upon Customer's request, ensure and certify that its employees, officers, directors, Affiliates or third parties engaged in connection with this Contract have undergone industry standard integrity risk awareness training.

如供应商在客户的供应商准入流程或其它尽职调查过程中提供的信息发生重大变更, 供应商应当及时告知客户。供应商应按照客户的要求向客户提供其它信息或合规证明。经客户合理要求, 供应商应确保并证明其员工、高级管理人员、董事、关联公司或参与履行本合同的第三方已完成行业标准的诚信合规风险意识培训。

10.5 Each Party represents and warrants that neither it, nor any of their respective directors or officers, are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person.

每一方声明并保证, 该方或其各自的任何董事或管理人员均不是受限制人士。各方同意, 如果其成为受限制人士, 应立即通知另一方。

10.6 Supplier shall, at its own cost, be responsible for compliance with all applicable export laws and obtaining any necessary customs import clearance. Unless otherwise agreed, Supplier shall, at its own cost, obtain all export licenses and any other clearances or authorizations required under applicable Trade Control Laws and provide Customer with written notice of such license(s), clearance(s) or authorization(s) and all applicable conditions.

供应商应当自费负责遵守所有适用出口法律以及办理全部必需的海关进口清关手续。除非另有约定, 供应商应当自费取得所有出口许可证以及适用贸易管制法律规定的任何其他清关文件或授权, 并将该等许可证、清关文件或者授权以及所有适用条件书面通知客户。

10.7 Supplier agrees to provide Customer with written notification that identifies whether Goods and/or Embedded Software are subject to export controls. In particular, the Supplier will notify Customer if the Goods or Embedded Software are subject to the U.S. Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations ("ITAR"). Further, Supplier shall provide Customer with all Harmonized Tariff Schedule codes, Export Control Classification Numbers, Country of Origin certificate(s), manufacturer name, Free Trade Agreement qualification, and Chemical Abstract Service number, Material Safety Data Sheets (MSDS), if applicable, and any subsequent changes thereto, for any Goods and/or Embedded Software provided in connection with this Contract. Upon request, Supplier agrees to provide to Customer all relevant information necessary to verify customs tariff codes.

供应商同意向客户提供书面通知, 说明货物和/或嵌入式软件是否受出口管制。具体而言, 如果货物或嵌入式软件受美国出口管理条例("EAR")或国际武器贸易条例("ITAR")的管制, 供应商将通知客户。此外, 对于与本合同相关的任何货物和/或嵌入式软件, 供应商应向客户提供所有协调关税表编码、出口管制分类号、原产地证书、制造商名称、自由贸易协议资格, 以及 CAS 编号、材料安全数据表(MSDS)(如适用), 以及其后的任何变更。应客户要求, 供应商同意向客户提供所有相关信息, 以验证海关关税编码。

10.8 Supplier confirms that no goods, materials, parts, equipment, services, technology, technical data or software that are included in, incorporated into, or provided in connection with the Contract, originate in, or are transshipped through, Cuba, Iran, North Korea, Syria, Russia, Belarus, and Crimea, Donetsk, Kherson, Zaporizhzhia and Luhansk regions of Ukraine (such list may be amended by Customer from time to

time). Further, Supplier will not take any action, furnish any information, or make any request that would be reportable or would result in a violation of law or penalty for Customer or any of its Affiliates under any applicable antiboycott laws and regulations. 供应商确认, 本合同中包含的、与之结合的或随之一起提供的与本合同有关的任何货物、材料、零件、设备、服务、技术、技术数据或软件均不源自或转运经过古巴、伊朗、北朝鲜、叙利亚、俄罗斯、白俄罗斯和乌克兰的克里米亚、顿涅茨克、赫尔松、扎波罗热和卢甘斯克地区(客户可能会不时修订此清单)。此外, 供应商不得采取任何行动、提供任何信息, 或提出任何要求从而导致 ABB 或其任何关联公司在任何适用的反抵制法律法规下负有报告义务或构成违法或受到处罚。

10.9 Supplier shall, throughout the course of the Contract and for a period of five (5) years after the completion of this Contract, maintain complete and accurate Records. Customer and its authorized representatives shall have the right to access and audit, including obtain copies of or extracts from the Records, including, but not limited to those kept by Supplier, its employees, agents, assigns, Affiliates, successors or third parties engaged in connection with the Contract. Such Records shall be made available to Customer during normal business hours at the Supplier's office or other place of business, subject to three (3) days written notice by Customer. If audited data includes any commercially sensitive information of the Supplier or other third parties, such data will only be made available to the members of the Customer integrity team who are not involved in day-to-day operations of any business that competes with the Supplier or to an independent third-party auditor, if appointed by Customer for the purposes of the audit. Said commercially sensitive information will be considered by Customer as Supplier's confidential information not to be disclosed otherwise without Suppliers approval.

供应商应在整个合同期间, 及本合同完成后的五年内保持完整、准确的记录。客户及其授权代表有权查阅、审计, 包括复制记录或从记录中摘录, 这些记录包括但不限于由供应商、其员工、代理人、受让人、关联公司、继承人或参与履行本合同的第三方所保存或控制的记录。此类记录应经客户提前三(3)天书面通知后, 于正常营业时间内在供应商的办公室或营业场所提供给客户。如果审计数据包括供应商或其他第三方的任何商业敏感信息, 则此类数据仅提供给不参与任何与供应商有竞争关系的企业的日常运营的客户诚信合规团队成员, 或提供给客户为审计目的指定的独立第三方审计师。上述商业敏感信息将被客户视为供应商的机密信息, 未经供应商同意不得披露。

10.10 Supplier shall immediately notify Customer in writing of any potential or actual breach of Applicable Integrity Laws, ABB Supplier Code of Conduct, or this Integrity Clause by either the Supplier, its Affiliates, or any third parties engaged by Supplier in relation to the Contract.

In the event of such notification or in the event that Customer otherwise has reason to believe that a potential or possible breach has occurred, Supplier shall comply with Customer's requests for information about the breach, including making available its Records, employees, officers, directors and any Affiliates or third parties engaged in relation to the Contract for any audits, inquiries or investigation which Customer deems necessary and in line with Clause 10.9 above. Customer may withhold payments until such time as Customer has received confirmation to its satisfaction that no breach has occurred or will occur. Customer shall not be liable to Supplier for any claim, losses or damages whatsoever related to its decision to suspend or withhold payments under this provision.

如果供应商、其关联公司或者供应商所聘用的参与履行本合同的第三方存在潜在或实际违反适用诚信合规法律、《ABB 供应商行为准则》或本诚信合规条款项下义务的情形, 供应商应当立即书面通知客户。

如有此通知, 或者客户有理由相信已经发生潜在或可能的违规情形, 供应商应当遵守客户提出的关于该违规行为的要求, 包括提供其记录以及安排员工、高级管理人员、董事、其关联公司以及参与履行本合同的第三方, 供客户根据以上第 10.9 条进行客户认为必要的核查、问询或调查。客户可以暂扣款项, 直至客户收到令其满意的确认表示并未发生或不会发生上述违规。客户不对供应商因其决定根据本条款暂停付款或暂扣款项而产生的任何索赔、损失或损害负责。

10.11 Supplier and its subcontractors must comply with the ABB List of Prohibited and Restricted Substances and report to Customer (and/or any Customer Affiliate operating at the relevant Delivery Location) the substances contained in the Goods. Supplier must also comply with the reporting and other requirements regarding Conflict Minerals made available under www.abb.com – **Supplying – Material Compliance – ABB Policy and Supplier Requirements** or otherwise and shall provide Customer (and any relevant Customer Affiliate) with documents, certificates and statements as requested. Any statement made by Supplier to Customer (whether directly or indirectly) with regard to materials used for or in connection with the Goods and/or Services will be deemed to be a representation under the Contract.

供应商和其分包商必须遵守《ABB 禁用和限制物质清单》规定，并且向客户（和/或在相关交付地点的任何客户关联公司）报告货物中包含的物质。供应商还必须遵守有关冲突矿产的报告及其它要求，参见：www.abb.com – **Supplying – Material Compliance – ABB Policy and Supplier Requirements**，或经要求应向客户（以及任何相关的客户关联公司）提供文件、证明和声明。任何供应商向客户所做的关于使用于货物和/或服务的或与货物和/或服务有关的材料之声明（无论是直接的还是间接的），将被视为合同下的一种陈述。

11. CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION

保密，数据安全，数据保护

11.1 Supplier shall keep in strict confidence all Customer Data and any other information concerning Customer's or its Affiliates' business, their products and/or their technologies which Supplier obtains in connection with the Goods and/or Services to be provided (whether before or after acceptance of the Contract). Supplier shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors or other third parties as need to know the same for the purpose of the provision of the Goods and/or Services to Customer. Supplier shall ensure that such employees, agents, subcontractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Supplier and will be liable for any unauthorized disclosures.

供应商应对供应商获得的所有关于货物和/或服务（无论是接受合同之前或之后）的客户数据和其他任何关于客户或其关联公司业务、产品或/或技术的信息进行严格保密。供应商应对因向客户提供货物和/或服务之目的而需知晓此类保密材料的供应商的员工、代理或分包商或其他第三方限制披露此类保密材料。供应商应保证这些员工、代理或分包商或其他第三方遵守和符合适用于供应商的同样的保密义务，并对任何未经授权的披露负责。

11.2 Supplier shall apply appropriate safeguards, adequate to the type of Customer Data to be protected, against the unauthorized access or disclosure of Customer Data and protect such Customer Data in accordance with the generally accepted standards of protection in the related industry, or in the same manner and to the same degree that it protects its own confidential and proprietary information – whichever standard is higher. Supplier may disclose confidential information to Permitted Additional Recipients (which means Supplier's authorized representatives, including auditors, legal counsel, consultants and advisors) provided always that: (i) such information is disclosed on a strict need-to-know basis; and (ii) such Permitted Additional Recipients sign with Supplier a confidentiality agreement with terms substantially similar hereto or, where applicable, are required to comply with codes of professional conduct ensuring confidentiality of such information. Supplier shall comply with, and ensure that the Permitted Additional Recipients comply with, any security procedure, policy or standard provided to Supplier by Customer or any of its Affiliates from time to time, and in particular with the ABB Cyber Security Requirements for Suppliers as made available under www.abb.com/Supplying/Cybersecurity, or as otherwise set out in the Contract.

供应商应使用足以保护客户数据的合适的保护措施防止未经授权进入或披露客户数据，根据相关行业通常接受的保护标准保护客户数据，或与保护其自有保密和专有信息相同方式和相同程度保护数据-以高者为准。供应商可向“例外许可接收者”（指供应商授权的代表，包括审计师、法律顾问、咨询师和提供建议者）披露保密信息，但前提是(i)此种信息严格的以有必要知道为基础而披露，和(ii)此种例外许可接收者与供应商签署条款与本合同实质相似的保密协议，或须遵守确保信息保密的专业行为准则(如适用)。供应商应遵守，且确保例外许可接收者遵守客户或任何其他关联公司向供应商不时提供的任何安全程序、政策或标准，特别是 ABB 供应商网络安全要求，参见：www.abb.com/Supplying/Cybersecurity，或合同中规定的要求。

11.3 Supplier must not: (i) use Customer Data for any other purposes than for providing the Goods and/or Services; or (ii) reproduce the Customer Data in whole or in part in any form except as may be required by the Contract; or (iii) disclose Customer Data to any third party, except to Permitted Additional Recipients or with the prior written consent of Customer.

不允许供应商(i)为非提供货物和/或服务之目的使用客户数据；或(ii)以任何形式全部或部分复制客户数据，除非该等复制是履行合同所需的；或(iii)向任何第三方披露客户数据，向例外许可接收方披露和客户事先书面同意除外。

11.4 Supplier shall install and update at its own cost adequate virus protection software and operating system security patches for all computers and software utilized in connection with providing the Goods and/or Services.

供应商应自担费用为与提供货物和/或服务有关的所有电脑和软件安装和更新足够的病毒防护软件和操作系统安全补丁。

11.5 Supplier shall inform Customer (and any affected Customer Affiliate) without delay about suspicion of breaches of data security or other serious incidents or irregularities regarding any Customer Data.

供应商应不延迟地通知客户（以及任何受影响的客户关联公司）对于违反数据安全的怀疑或其他严重事件或任何和客户数据有关的不寻常事件。

11.6 Supplier agrees that Customer (and any affected Customer Affiliate) may provide any information received from Supplier to other Affiliates of Customer and to third parties.

供应商同意客户（以及任何受影响的客户关联公司）可以向其他客户关联公司及第三方提供来自于供应商的任何信息。

11.7 Protection of Personal Data 个人数据保护

11.7.1 If Customer discloses Personal Data to Supplier, Supplier shall comply with all applicable data protection laws and regulations.

如果客户向供应商披露个人数据，供应商应遵守所有适用的数据保护法律和法规。

11.7.2 Supplier shall apply appropriate physical, technical and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

供应商应采取适当的物理、技术和组织措施来确保有合适的个人数据安全等级以应对相关风险及保证处理系统和服务的持续保密性、合规性、可用性和恢复力的能力。

11.7.3 Supplier will use all reasonable endeavors to deliver the applicable Customer's Privacy Notice (Supplier or Contractor Notice) made available at www.abb.com/Privacy Notices to its employees that will be involved in the delivery of Goods or the provision of Services for Customer.

供应商应尽一切合理努力，向其参与为客户交付货物或提供服务的员工发送适用的客户的隐私声明（供应商或承包商声明），参见：www.abb.com/Privacy Notices。

11.7.4 Supplier agrees that it will not withhold or delay its consent to any changes to this Clause 11 which in Customer's or its Affiliates' reasonable opinion are required to be made to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority, and agrees to implement any such changes at no additional cost to Customer.

对于客户或其关联公司合理认为遵守适用的数据保护法律及法规和/或来自任何主管监督机构的指示和建议而有必要对第 11 条进行的变更, 供应商同意其将不会拒绝或延迟同意该等变更, 且供应商同意不会就任何此种变更的实施而向客户收取额外费用。

11.7.5 Supplier acknowledges that the processing of Personal Data in accordance with the Contract may require the conclusion of additional data processing or data protection agreements with Customer or its Affiliates. To the extent such additional agreements are not initially concluded as part of the Contract, Supplier, its relevant Affiliates or subcontractors shall upon Customer's request promptly enter into any such agreement(s), as designated by Customer and as required by mandatory law or a competent data protection or other competent authority.

供应商可根据合同进行的个人数据处理可能需要与客户或其关联公司签订额外的数据处理或数据保护协议。如果此种额外协议最初并未作为合同的一部分订立, 则一经客户要求, 供应商、其相关关联公司或分包商应立即签署任何此种客户指定及强制法要求或数据保护主管机构或其他主管机构要求的协议。

12. LIABILITY AND INDEMNITY

责任和赔偿

12.1 Without prejudice to applicable mandatory law, Supplier shall, without any limitations, indemnify and hold harmless Customer, and any affected Customer Affiliate, for all liabilities, damages, cost, losses or expenses incurred by Customer (or such Customer Affiliate) as a result of Supplier's breach of the Contract and/or Applicable Integrity Laws in connection to this Contract. Supplier shall, without any limitations, indemnify and hold harmless Customer and each relevant Customer Affiliate for any claim made by a third party against Customer (or such Customer Affiliate) in connection with the Goods and/or Services, including but without limitation to claims that such Goods and/or Services infringe a third party's Intellectual Property Rights. Upon Customer's request Supplier shall defend Customer (or any relevant Customer Affiliate) against any third party claims.

在不影响适用的强制性法律的情况下, 供应商应无限制地补偿客户及任何受影响的客户关联公司并使其免受由于供应商违反合同和/或与本合同有关的适用诚信合规法律而使客户(或该客户关联公司)遭受的所有责任、损害、费用、损失或开支。供应商应无限制地补偿客户及相关的客户关联公司并使其免受第三方向客户(或该客户关联公司)提出的与货物和/或服务有关的任何索赔, 包括但不限于此种货物和/或服务侵犯第三方知识产权的索赔。经客户要求, 供应商应就任何第三方索赔为客户(或任何相关的客户关联公司)辩护。

12.2 Supplier is responsible for the control and management of all its employees, suppliers and/or subcontractors, and it is responsible for their acts or omissions as if they were the acts or omissions of Supplier. 供应商负责对其所有员工、供应商和/或分包商进行控制和管理, 并对他们的行为或疏忽负责, 就如这些行为或疏忽是供应商所为。

12.3 Supplier shall maintain in force, and upon request provide evidence of, adequate liability insurance and statutory worker's compensation/employer's liability insurance with reputable and financially sound insurers, which however will not relieve Supplier from any liability towards Customer (or any Customer Affiliate). The insured amount cannot be considered as limitation of liability.

供应商应有效保存并要求提供在声誉和经济状况良好的保险机构投保的足够的责任保险和法定的劳工保险/雇主责任保险的证明, 但该保险并不免除任何供应商向客户(或任何客户关联公司)承担的责任。投保额不应被视为责任限制。

12.4 Customer reserves the right to set off any claims under a Contract against any amounts owed to Supplier.

客户有权以合同项下的任何索赔额抵消应付给供应商的任何款项。

13. TERMINATION

终止

13.1 Customer may terminate the Contract for convenience in whole or in part by giving Supplier thirty (30) calendar days written notice. In such event Customer shall pay to Supplier the value of the delivered but unpaid Goods and/or Services (provided that such Goods and/or Services otherwise comply with the Contract) and proven direct costs

reasonably incurred by Supplier for undelivered Goods and/or Services, however in no event more than the price for the Goods and/or Services agreed under the Contract. No further compensation will be due to Supplier.

客户可提前三十(30)个日历日向供应商发出书面通知因便利全部或部分终止合同。在这种情况下, 客户应向供应商支付已提供的但未被偿付的货物和/或服务的价值(前提为此类货物和/或服务符合合同的要求)和未提供的货物和/或服务所产生的经过证实的直接合理成本, 但是在任何情况下该支付金额不应超过合同项下的货物和/或服务价格。供应商将不能获得任何进一步补偿。

13.2 In the event of Supplier's breach of the Contract, Customer is entitled to terminate the Contract in accordance with Clause 8.4.6.

在供应商违反合同的情况下, 客户有权根据第 8.4.6 条终止合同。

13.3 Customer may terminate the Contract with immediate effect by notice in writing in the event that: (i) an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made against Supplier; or (ii) any circumstances arise which entitle the court or a creditor to appoint a receiver or administrator or to make a winding-up order; or (iii) other similar action is taken against or by Supplier by reason of its insolvency or in consequence of debt; (iv) there is a change of control of Supplier; (v) the performance by Customer of any of its obligations hereunder becomes illegal or impracticable as a result of Trade Control Laws issued or amended after the date of this Contract and/or the Supplier becoming a Restricted Person; or (vi) any actual or imminent violation of Applicable Integrity Laws or other breach of Integrity provisions hereunder. Any claims for payment by the Supplier resulting from sub-items (v) or (vi) above, including claims for services previously rendered, shall be either suspended until Customer is able to lawfully fulfill such obligation or automatically terminated and cancelled and all payments previously made shall be promptly refunded to Customer to the extent permitted under applicable laws. Customer will not be liable to the Supplier for any costs, expenses or damages associated with such suspension or termination of the Contract. Such termination would be without prejudice to all rights of recourse which could be exercised by Customer.

若有以下情况, 客户可以通过书面通知终止合同并立即生效: (i) 针对供应商已申请临时指令、或批准的自愿安排、或已申请破产指令或已经做出破产指令; 或(ii)出现了法院或债权人指定了接管人或管理人的任何情形, 或做出了自愿清算指令; 或(iii)因破产或由此产生的债务已提起针对供应商的或供应商提起了其他类似的行动; (iv)供应商的控制权有变化; (v) 由于本合同签订日期之后颁布或修订的贸易管制法律和/或供应商成为受限制人士, 导致客户履行本合同项下的任何义务变得违法或不可行; 或(vi) 任何实际或即将发生的违反适用诚信合规法律的行为, 或违反本合同中的其他诚信合规条款。由上述第(v)或(vi)项引起的供应商的任何付款要求, 包括已提供服务的付款要求, 应当暂停执行直至客户能够合法履行该义务, 或者自动终止和取消, 且在适用法律允许的范围內, 所有先前支付的款项应立即退还给客户。客户不对因本合同暂停或终止而产生的任何费用、支出或损失向供应商承担责任。此类终止不影响客户可行使的所有求偿权利。

13.4 Upon termination Supplier shall immediately and at Supplier's expense return to Customer (or Customer's Affiliate) all Customer or Customer Affiliate property (including any Customer Data, documentation, and transfer of Intellectual Property Rights) then under Supplier's control and provide Customer (or its nominated Affiliate) with the complete documentation about the Goods and/or Services.

一旦合同终止, 供应商应自费用立即将所有供应商控制的客户或客户关联公司的财产(包括任何客户数据、文档、和转让的知识产权)返还给客户(或客户关联公司), 并向客户(或其指定的关联公司)提供完整的与货物和/或服务相关的文档。

14. FORCE MAJEURE

不可抗力

14.1 Neither Party (nor any Customer Affiliate receiving the Goods and/or Services) will be liable for any delay or failure to perform its obligations under a Contract if the delay or failure results from an event of Force Majeure. **Force Majeure** means an event that was not foreseeable by the affected Party (or Customer Affiliate) at the time of execution of the Contract, is unavoidable and outside the reasonable

control of the affected Party (or Customer Affiliate), provided that it cannot overcome such event despite all reasonable efforts, and that it provides notice to the other Party (and, in the case of Supplier being affected, to any relevant Customer Affiliate) within five (5) calendar days from occurrence of the Force Majeure event.

任何一方（或任何接收货物和/或服务的客户关联公司）不对由于不可抗力事件导致的延迟履行或未能履行合同项下的义务负责。**不可抗力事件**指受影响方（或客户关联公司）在执行合同时不能预见、不可避免的且在受影响方（或客户关联公司）合理控制之外的事件，前提条件是尽管付出了所有合理努力，受影响方仍无法克服此种事件，并且受影响方在发生不可抗力事件后五（5）个日历日内通知了另一方（如果供应商是受影响方，则应通知任何相关的客户关联公司）。

14.2 If a Force Majeure event exceeds thirty (30) calendar days, either Party may terminate the Contract forthwith by written notice without liability. Each Party shall use reasonable efforts to minimize the effects of the Force Majeure event.

如果不可抗力事件持续超过三十（30）个日历日，任何一方可以通过书面形式通知终止合同，而无需承担责任。每方都应尽其合理努力，减轻不可抗力事件的影响。

15. ASSIGNMENT AND SUBCONTRACTING

转让和分包

15.1 Supplier may neither assign, nor novate, transfer, encumber or subcontract the Contract, nor any parts thereof (including any monetary receivables from Customer) nor engage any third party to perform any part of Supplier's obligations under the Contract without prior written approval of Customer.

未经客户的事先书面批准，供应商不得转让、转移、抵押或分包合同或其任何部分（包括来自客户的任何应收款）也不得聘请任何第三方履行供应商在本合同项下的任何义务。

15.2 Upon Customer's request, Supplier shall provide Customer with all requested information related to Affiliates or third parties engaged by Supplier in connection with this Contract. Customer in its reasonable judgment shall have the right to reject or request replacement or immediate termination of any third party.

应客户要求，供应商应向客户提供与本合同相关的、由供应商聘用的关联公司或第三方的所有被要求的信息。客户有权根据其合理判断拒绝、要求替换或立即终止任何第三方。

15.3 Customer may assign, novate, transfer, subcontract or deal in any other manner with the Contract, in whole or in part, at any time, and on more than one occasion thereof to its Affiliates, or to any successor-in-interest or title which acquires that part of Customer's group of companies' business to which the relevant Contract relates (and such transferee may do the same).

客户可在任何时间且可多次的将合同的整体或部分转让、转移、分包或以其他方式交易给其关联公司或任何取得相关合同所涉及的客户集团公司业务之利益或权利的继承人（此类受让人也可以同样方式进行交易）。

16. NOTICES

通知

16.1 Any notice must be given duly signed by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in the Contract and/or to such other address as such Party may have notified in writing (including Customer Affiliates operating at relevant Delivery Locations). E-mail and fax require written confirmation of the receiving Party. Supplier's reply, correspondence, information or documentation related to the Contract must be provided in the language used in the Contract.

任何通知必须以挂号信、快件、传真或电子邮件的方式发送至合同中说明的相关方的地址和/或该方（包括在相关交付地点的客户关联公司）以书面形式通知另一方的其他地址。以电子邮件和传真发送的通知要求接收方的书面确认。供应商与合同有关的回复、通信、信息或文件必须以合同中使用的语言提供。

17. WAIVERS

弃权

17.1 Failure to enforce or exercise any term of the Contract does not constitute a waiver of such term and does not affect the right later to enforce such or any other term therein contained.

未能实施或执行合同的任何条款不构成放弃该条款，并且不影响以后执行该条款或任何其他条款的权利。

18. GOVERNING LAW AND DISPUTE SETTLEMENT

管辖法律和争议解决

18.1 The Contract is governed by the laws of the country (and/or the state, as applicable) where Customer is registered, however under exclusion of its conflict of law rules and the United Nations Convention on International Sale of Goods.

合同受客户注册国（和/或州，若适用）的法律管辖，《联合国国际货物销售合同公约》和其冲突法规则不适用。

18.2 If Customer and Supplier are registered in the same country, any dispute arising in connection with the Contract which cannot be settled amicably shall be submitted for resolution to the jurisdiction of the competent courts at Customer's place of registration.

如果客户和供应商在同一国家注册，任何不能友好协商解决的与合同有关的争议，应提交客户注册地的管辖法院进行裁决。

18.3 If Customer and Supplier are registered in different countries, any dispute arising in connection with the Contract which cannot be settled amicably shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance therewith. Place of arbitration shall be Customer's place of registration. The language of the proceedings and of the award shall be English.

如果客户和供应商在不同国家注册，任何不能友好协商解决的与合同有关的争议，应按照《国际商会仲裁规则》由遵照该规则指定的一名仲裁员进行最终裁决。仲裁地应为客户的注册地。仲裁程序和裁决语言应为英语。

19. SEVERABILITY

可分割性

19.1 The invalidity or unenforceability of any term of the Contract will not adversely affect the validity or enforceability of the remaining terms. The Contract will be given effect as if the invalid or unenforceable term had been replaced by a term with a similar economic effect.

合同的任何条款无效或不可实施不会对剩余条款的有效性或可实施性造成不利影响。合同将给予效力，如同无效或不可实施条款已被具有类似经济效果的条款取代。

20. SURVIVAL

持续性

20.1 Provisions of the Contract which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination will remain in full force and effect notwithstanding such termination.

合同中明确表示在终止后继续生效或从其属性或上下文中推测在终止后继续生效的条款将在终止后继续保持全部效力。

20.2 The obligations set forth in Clauses 8 (Warranty and Remedies), 9 (Intellectual Property Rights), 10 (Integrity Provisions), 11 (Confidentiality, Data Security, Data Protection) and 12 (Liability and Indemnity) exist for an indefinite period of time and survive expiration or termination of the Contract for any reason.

第8条（质保和救济）、第9条（知识产权）、第10条（诚信合规条款）第11条（保密，数据安全，数据保护）和第12条（责任和赔偿）规定的义务永久存在，并在合同到期或终止后继续生效。

21. ENTIRETY

完整性

21.1 The Contract (incorporating these ABB GTC), and any documents incorporated into an Order or other agreement (including by reference) constitute the entire agreement between the Parties and replaces any prior agreement between them with regard to its subject.

本合同（包含 ABB GTC）以及被纳入（包括通过引用纳入）订单或其它协议的任何文件构成了双方之间的完整协议，并取代了双方之间此前就此达成的任何协议。

21.2 In the event of any inconsistency between documents comprising the Contract, the following order of precedence shall apply:

如果构成合同的文件之间存在任何不一致，则文件的优先顺序应按以下排列顺序为准：

21.2.1 any Contract established by the Customer (to the extent that specific deviations from the ABB GTC, are explicitly identified in that Contract); then

客户订立的任何合同（当与 ABB GTC 有特定偏离的情况下，在该合同中明确指出）；

21.2.2 these ABB GTC;

本 ABB GTC；

21.2.3 for the avoidance of doubt, any terms and conditions set out, or referenced, in any other document shall not apply, nor form part of any Contract.

为避免疑义，任何其他文件中列出或引用的任何条款和条件均不适用，也不构成任何合同的一部分。

22. RELATIONSHIP OF PARTIES

双方关系

22.1 The relationship of the Parties is that of independent parties dealing at arm's length and nothing in the Contract may be construed to constitute Supplier as an agent or employee of Customer (or of any Customer Affiliate) or to have any kind of partnership with Customer or any Customer Affiliate, and Supplier must not represent itself as or act on behalf of Customer or its Affiliates.

双方之间是独立的公平交易方，双方之间的合同不得解释为供应商为客户（或任何客户关联公司）的代理或员工或与客户或任何客户关联公司有合伙关系，并且不允许供应商代表客户或客户关联公司或以其名义行事。

22.2 The Contract does not imply any employment relationship between Customer (or any Customer Affiliate), and Supplier, or between Customer (or any Customer Affiliate) and Supplier's employees assigned to the execution of the Contract. Customer and its Affiliates remain free of any responsibility or liability for labor, social security or taxes with respect to Supplier and its employees assigned to the execution of the Contract.

双方明确同意，本合同并不意味着客户（或任何客户关联公司）和供应商之间或者客户（或任何客户关联公司）和被委派执行合同的供应商员工之间有任何雇佣关系。对于供应商和其委派履行合同的员工，客户及其关联公司不承担任何与劳动、社会保险或税务有关的责任或债务。

