

General Terms and Conditions of Engineering Project

工程项目一般条件

1. Definitions 定义

- 1.1 "Acceptance" shall mean the formal acceptance of the Goods and Services in accordance with Section 3.

“验收”指根据第 3 条的规定对货物及服务的正式验收。

- 1.2 "Goods and Services" shall mean all equipment, materials, drawings and technical service as specified under Attachment I and II of the Contract.

“货物及服务”指合同附件一和二所规定的所有设备、材料、图纸及其它技术服务。

- 1.3 "Project Site" shall mean customer's factory or the project installation site as specified in the Technical Agreement.

“项目现场”指技术协议规定的客户工厂或者项目设备安装现场。

- 1.4 "Commissioning" shall mean that Seller dispatches experienced engineers to the Project Site to support Buyer and bring the Goods into routine operation. The process technical parameters should be offered by Buyer and be subject to the written approval of the Seller.

“调试”指卖方将派有经验的工程师到项目现场，协助买方对货物进行调试使其处于正常工作状态。工艺参数由买方提供并获得卖方书面同意。

- 1.5 "Commercial Operation" shall mean that Buyer makes use of the Goods and Services in order to manufacture products for a profit-making commercial purpose, other than for testing or commissioning purposes.

“商业运行”指买方使用货物和服务进行营利性商品生产的行为，不包括测试或调试的目的。

2. Terms of Sale 销售的条件

These General Terms and Conditions of Engineering Project ("Terms") govern all sales of Goods and Services (as defined in Attachment I and II) by Seller to Buyer regardless of whether Buyer purchases the Goods and Services through the medium of written purchase orders or electronic orders via EDI (collectively, "Purchase Orders"). In case of a conflict between these Terms and the Purchase Order, these Terms prevail except where Seller has expressly agreed to the conflicting term in the Purchase Order in its acceptance or order acknowledgment. In case of a conflict between the Purchase Order and Seller's acceptance or order acknowledgment, the acceptance or order acknowledgment prevails.

本工程项目一般条件（“条件”）适用于买卖双方就货物和服务（如附件 I 和 II 所定义）的所有销售，无论买方是发送书面订单或通过 EDI 发送电子订单（统称为“订单”）。如果订单与本条件的规定有冲突，本条件应当优先适用，除非卖方在对订单的接受或确认中明确表示接受订单中的不同规定。如果订单与卖方对订单的确认或接受有冲突，则卖方的确认或接受应当优先适用。

3. Acceptance 验收

- 3.1 Upon the Delivery of the Goods, Seller shall be responsible for providing Services, including but not limited to installing, erecting, and Commissioning the Goods and etc. according to Attachment I hereof.

Nonetheless, Seller shall not be liable for delay in completion of Services due to (a) causes beyond its reasonable control; (b) Force Majeure; ; or (c) reasons attributable to Buyer.

货物交付后，卖方应当负责按照附件 I 的规定提供服务，包括但不限于对货物进行安装，组建和调试等。但是，如果因为下述原因卖方不能按时完成服务，则卖方不承担责任(a) 卖方无法合理控制的原因；(b) 不可抗力；或(c) 买方的原因。

- 3.2 Upon receipt of the delivered Goods, Buyer shall at the soonest possible time open the package for inspection. In case the package is found short of quantity or having been damaged, Buyer shall remark on the receipt document without delay and give notice to Seller within 48 hours. If Seller is unable to lodge claim on the forwarder for such damage because of Buyer's failure to notify within a reasonable time, Buyer shall undertake all the unfavorable consequences caused thereby. If Buyer fails to inspect the Contract Goods within 30 days after receipt of such Goods, then the Goods shall be regarded as passed Buyer's open package inspection.

买方收到货物后，应当尽快开始开箱检验工作。如发现货物在数量和外包装方面有明显瑕疵，应立即在收货单据上如实记录，并在 48 小时内通知卖方。如买方未能在上述期限内及时将瑕疵通知卖方，导致卖方不能及时向承运人追究责任，则买方应自行承担由此产生的后果。如买方收到货物 30 日后仍未进行开箱检验，则应视为合同货物已经通过了买方的开箱检验。

- 3.3 Seller shall have the right to adjust his date to enter into the Project Site attributing to the following reasons:

如果由于以下原因，卖方有权调整进入现场的时间：

Buyer fails to make necessary preparation for Commissioning according to Section 3.1 of the Terms;
Buyer fails to settle the payment according to Article 4 of this Contract.

买方未按本条件第 3.3.1 条做好必要的调试准备；买方未按合同第 4 条的规定付款。

- 3.3.1 Unless otherwise agreed in writing, assembly and erection shall be subject to the following provisions:
除非另有书面协议，装配及安装应遵从以下规定：

Buyer shall obtain and provide in a timely manner:

买方应及时获得并提供：

- a. All earth-moving and construction work and other ancillary services not specific to and within Seller's obligations as well as the necessary skilled and unskilled labor, materials and tools;
所有不属于卖方义务范围的土建工作和其他辅助服务，以及必要的技术和非技术劳力，材料和工具；
- b. Protective clothing and protective devices which are needed because of particular conditions on the site;
因现场特殊条件所需的安全服和安全装置；
- c. Procurement of all required approvals and licenses in due time, and permits for material to be imported temporarily or permanently, and procurement of all authorizations for work, including but not limited to work on Sundays or public holidays as well as for overtime, if any;
及时取得所需的批准和许可，及取得暂时或永久性进口材料的进口许可，并取得所有的工作批准，包括但不限于在星期日和公休日工作和加班的批准，如果有的话；
- d. Nomination of a member of staff to be the contact person with decision-making powers in all matters concerning performance of the work on site;

指定一名职员为联系人，授予其对施工现场的所有有关事务的决定权；

- e. Safe working conditions that are required by Safety Production Law of PRC and applicable laws, regulations, national safety standards or ones of a certain industry.

符合《中华人民共和国安全生产法》和有关适用的法律、行政法规和国家标准或者行业标准规定的安全生产条件。

- 3.3.2 If the assembly, erection or Commissioning is delayed by circumstances for which Seller shall not be responsible, Buyer shall bear an appropriate amount of the costs of waiting periods and of any additional traveling of Seller that may be necessary.

如果不是由于卖方责任造成装配、安装或调试的延误，买方应承担相应数额的待工费，以及必要的话，承担卖方额外的差旅费。

- 3.4 Seller shall notify Buyer in writing for Acceptance (“Acceptance Notice”), (1) when the Services are completed; or (2) In case of delay in completion of Service due to reasons set forth in Section 3.1 above, if Seller deems it reasonable and feasible to carry out the Acceptance. If, according to Annex II, the Services shall be performed and accepted individually, Seller shall notify Buyer in writing when individual Service has been completed. Within 15 days upon the Acceptance Notice, Buyer shall test the Goods and Services jointly with Seller and accept the Goods and Services in writing by signing an acceptance certificate (“Acceptance Certificate”), or notify Seller in writing of any defects in the Goods or Services that fail to comply with the Annex I or Annex II hereof. Seller shall take any proper measures at its sole discretion and correct the defective Goods and complete the Services in a timely manner, and then notify Buyer of testing and Acceptance according to the procedures set out hereof. If Buyer fails to accept the Goods and Services or to notify Seller any defects of the Goods and Services in writing within the time set out hereof, for the purpose of this Contract, the Goods and Services shall be deemed to have been accepted by Buyer on the 16th day after the Acceptance Notice.

(1) 服务完成后；或(2)在因第 3.1 条所述之原因未能按时完成服务的情况下，如果卖方认为进行验收合理可行，则卖方应当书面通知买方验收（“验收通知”）。如果根据附件 II 的规定，服务应当分别完成并验收，卖方应当就每项服务分别书面通知买方验收。在验收通知发出之日起 15 日内，买方应当会同卖方一起测试货物和服务并书面确认验收，签署验收报告（“Acceptance Certificate”）；或书面通知卖方货物或服务不符合附件 I 或附件 II 之处。卖方应当自主采取任何合理措施及时纠正货物的瑕疵或服务的不完备，然后按照前述程序通知买方再次验收。如果买方未能在上述规定的时间内验收货物和服务，并且也未提出货物或服务不符合规定之处，则为本合同之目的，在验收通知发出之日起第 16 日，货物和服务应当视为被验收。

- 3.5. If the agreed Acceptance does not take place after completion of Services for reasons beyond Seller’s control, Acceptance shall be deemed to have taken place on the 16th day after the Notice. In any case, the Acceptance shall be deemed to have been granted if the Goods are partially or in full, put into Commercial Operation.

如果卖方完成服务后，由于卖方无法合理控制的原因，预定的验收不能完成，则在验收通知发出之日起第 16 日，货物和服务应当视为被验收。在任何情况下，货物部分或全部投入商业运行时，即应视为已经通过了验收。

3.6 Minor defects or missing parts of the Goods and Services that do not have important effect on the safety, operation, maintenance or repair of the Goods shall not impede Acceptance. Seller shall correct such defects and deliver the missing parts of the Goods and Services in a reasonable time and manner.

货物和服务的轻微瑕疵或缺损（指对货物的安全，操作，维护和修理不构成严重影响的瑕疵或缺损）不应当成为拒绝验收的理由。卖方应当在合理期限内以合理方式修补货物的瑕疵或交付缺损的部分。

3.7 All costs and expenses of Buyer or any third party with respect to inspection, test, approval and Acceptance of the Goods and Services shall be borne by Buyer.

买方或第三人就有关检验，测试，通过和验收货物和服务的成本及费用应当由买方承担。

3.8 In case of delay in completion of Service due to reasons set forth in Section 3.1 above, Services are not completed within the later of six(6) months after Goods passed or deemed to have passed the open package inspection, Seller will be released from its obligations to further provide the Services.

因第 3.1 条所述之原因在货物通过开箱验收或视为通过开箱验收后六（6）个月内或双方同意的服务完成日期内（以较晚的为准），服务未能完成的，卖方不再承担进一步提供服务的义务。

4. Payment 付款

Payments shall be made to Seller according to Article 4 of the Contract. Payments not received when due shall bear interest at the rate of 0.7‰ per day. Seller reserves the right to limit or cancel the credit of Buyer, and Seller may require or demand payment or adequate assurances of performance from Buyer prior to taking any preparatory steps for performing the Contract or beginning the manufacture of the Goods.

买方应当按照本合同第 4 条的规定向卖方支付货款。如果没有支付到期货款，买方应当按照每天 0.7‰ 的利率支付延迟付款的利息。卖方有权限制或取消买方的信用额度，并且，在卖方为履行本合同作准备或开始生产货物之前要求买方支付预付款或提供一定的担保。

Based on Seller's credit evaluation on Buyer, Seller shall be entitled to request Buyer to provide security for its payment obligations, including but not limited to guarantee, deposit, mortgage, pledge and/or other forms of security acceptable to Seller. In such cases, Buyer shall execute the relevant security documents and cooperate with Seller to complete all necessary registrations and filing procedures.

根据卖方对买方的信用评估，卖方有权要求买方为其付款义务提供担保，包括保函、保证金、抵押、质押等卖方接受的形式。在该等情况下，买方应与卖方签署相关担保文件并配合办理必要的登记备案手续。

5. Claims 索赔

Any claim from Buyer alleging that the Goods are not in compliance with the Contract shall be made to Seller within the Acceptance Period as set out in Section 3 hereof.

买方因货物与合同不符合而向卖方提出异议或任何索赔要求应当在本条件第 3 条规定的检验期内提出。

6. Shipment 装运

Seller will arrange the shipment of Goods according to its standard commercial practice. If special packing or shipping instruction is agreed, additional charges thereof, if any, will also be born by Buyer.

卖方将按照其通常的标准装运货物。如果双方同意采取特别的运输或包装方式，买方还将承担由此产生的额外费用。

7. Transfer of Risk 风险的转移

All risk of loss of or damage to the Goods shall be transferred from Seller to Buyer upon Delivery as per Article 3 of the Contract according to the Incoterms 2010. If Goods are ready for delivery but can not be shipped for the reasons beyond Seller's reasonable control, transfer of risk shall be deemed to have taken place upon Seller's written notice to Buyer of readiness for delivery of the Goods concerned.

货物发生灭失或损坏的一切风险，应根据 2010 年国际贸易术语解释通则按照本合同第 3 条交付时起由卖方转移至买方。如果货物可供交付，但由于卖方无法合理控制的原因不能交付，则自卖方书面通知买方货物可供交付之日起，相关货物灭失或损坏的风险应当自卖方转移至买方。

8. Title 货物所有权

Seller retains the ownership to the Goods until Buyer has paid the Total Contract Price in full.

卖方享有货物的所有权，直至买方全部付清合同总价。

9. Delay in Delivery 延期交货

9.1 Seller shall deliver the Goods in accordance with the Time of Delivery as set forth in Article 3 of the Contract. Seller shall complete the Services in accordance with the schedule set out in Attachment II. 卖方应按照本合同第 3 条规定的交货时间交付货物。卖方应当按照附件 I 规定的时间表完成服务。

9.2 Delivery of Goods and completion of Services by Seller is subject to Buyer's fulfillment of its obligations under the Contract in a timely manner, including but not limited to i) making timely payment; ii) obtaining all necessary licenses and approvals (if any); and iii) there is no outstanding payment under any other contracts/orders between the Parties. If the foresaid conditions are not satisfied, the Time of Delivery shall be extended accordingly, and Seller is not responsible for such delay in delivery or completion, and Seller shall be reimbursed by Buyer for the additional costs and expenses arising therefrom, including but not limited to fee for storage and freight.

卖方按照规定时间交货或完成服务将基于以下条件：买方及时履行了其合同项下的义务，包括但不限于 i)按时支付合同款项； ii)及时提供所有必须的许可证及批文(如有)； 以及 iii)买方在与卖方的其他合同/订单下不存在逾期未付款项的。如果上述条件未能及时得到满足，交货期或服务完成期应当延长由于上述原因耽误的相同天数并且卖方毋须承担延期的责任，买方应支付卖方因此发生的额外费用和开支，包括但不限于仓储和运输费用。

9.3 If any delay is attributable to Force Majeure as defined hereof or any other causes beyond the reasonable control of Seller, the date of delivery or completion of Services shall be extended accordingly.

如果延期归咎于本条件规定的不可抗力，或其他卖方无法合理控制的原因，交货期或服务完成期应相应延长。

9.4 In the event that Seller fails to deliver the Goods within the Time of Delivery as set forth in Article 3 of the Contract or to complete the Services within the time as set forth in Annex 2, or within any agreed

extension period for reasons solely attributable to Seller, Buyer may claim liquidated damage in the amount of 0.5% of the value of the Goods or Services in delay per every full calendar week of delay. When calculating the liquidated damages for delay, period less than one week shall not be calculated. The liquidated damage in total is limited to 5% of the value of the Goods or Services in delay. Such liquidated damages shall be the sole and exclusive remedy of Buyer in the event such delay in delivery occurs.

如果因完全归咎于卖方的原因而导致交货期超过本合同第 3 条规定的日期或服务完成期超过附件 2 规定的日期，或未能在其他经双方同意的任何推迟之后的交货期内交货，则买方可就每个完整日历星期，请求延期交付的货物或服务之价款的 0.5% 作为损害赔偿。计算延期损害赔偿时，不足一个日历星期部分不予计算。该等损害赔偿最高不得超过延期交付货物或服务之价款的 5%。该等损害赔偿是买方在卖方延期交货时可获得的唯一和所有的救济。

- 9.5 In case where Seller's costs of performing the Contract (such as but not limited to costs of labor, materials, logistics, etc.) get increased significantly that are attributable to Force Majeure as defined hereof or any other causes beyond the reasonable control of Seller, the Parties agree, (1) that the Delivery Date and performance period of Seller shall be extended accordingly; or (2) to allocate the increased costs between the Parties in a reasonable way, of which the specific range and means of adjustment will be otherwise discussed and fixed by the Parties. In case of failure in reaching consensus within five working days after one Party initiates the discussion, option (1) above will automatically apply. Seller shall not be liable for breach of contract in the above situations.

如果因本条件约定的不可抗力或其他卖方无法合理控制的原因，导致本合同下卖方履约成本（例如但不限于人工、原材料、物流等成本）显著增加，双方同意：（1）卖方交付日期和履约期限相应延长；或（2）双方合理分摊增加的履约成本。具体调整幅度及方式由双方协商确定。若一方发起协商后五个工作日内双方未达成一致，则以方式（1）解决。以上情况下卖方免于承担违约责任。

10. Warranty 保证

- 10.1 Seller warrants that the Goods will meet the specifications as described in Attachment I. UNLESS EXPRESSLY STATED IN THE CONTRACT, SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE CONTRACT.

卖方保证货物符合附件 I 所述的产品规格。除非卖方在本合同中明确表示，卖方未就货物作任何其他陈述或保证（无论是隐含的或法定的），包括但不限于任何有关货物适销，适用于特殊的目的或其他事项的保证。本条款在本合同终止或撤销后继续有效。

- 10.2 The warranty period for project, system and equipment provided under this Contract is twelve (12) months upon Acceptance as set forth in Section 3 hereof; however, this warranty period shall in no case exceed eighteen (18) months after Seller's "Notice of Readiness of Shipment" in writing or any

other document which proves such readiness of shipment. In case any quality or design defect cause damage to the Goods within the warranty period, Seller shall make free repair or replacement within a reasonable time after notice by Buyer. Warranty period for the replaced spare parts during project warranty period is six months, however, the renew liability period for defects regarding exchanged parts ends up to 24 months after the ending of the original warranty period.

系统和工程，或者合同设备的质保期为按本条件第 3 条验收后 12 个月，或卖方向买方发出书面货物备妥通知或证明货物已经备妥的其他文件后 18 个月，以先到期者为准。质保期内合同货物因质量或设计缺陷发生故障时，卖方应在收到买方通知后的合理期限内对有缺陷的设备进行免费修理或更换。质保期内更换之备件的质保期为卖方交货后 6 个月，但无论如何对更换备件重新起算的责任期限不得超过原质保期结束后 24 个月。

- 10.3 During the warranty period, if the Goods do not conform to the warranty contained herein and the warranty is not excluded by Section 10.5 hereof, then Buyer shall promptly notify Seller in writing about such defects. Upon receipt of a claims report, Seller shall ask Buyer for a sample of the defective Goods or schedule an inspection of the defective Goods. If Seller determines that the Goods do not comply with the warranty provided in Section 10.1, then Seller shall repair or replace (at its sole discretion) the defective Goods at no cost to Buyer or pay compensation (at its sole discretion) to Buyer. The compensation shall be amounted to the Contract Price of the defective Goods, capped at 5% of the Contract Price.

在质保期内，如果发现货物不符合保证并且也不属于本条件第 10.5 条规定的除外情况，买方应当及时书面报告卖方有关货物瑕疵。在收到买方的报告后，卖方应当要求买方提供瑕疵货物的样品或安排检查瑕疵货物。如果卖方认为货物不符合本 10.1 条的保证，则卖方应自费修理、更换货物或支付违约金（由卖方自行决定）。违约金的金额为瑕疵货物的合同价格，但不应超过合同总价的 5%。

- 10.4 Buyer shall assist Seller in inspecting, repairing and replacing the Goods. For such purpose, Buyer shall grant Seller access to the non-conforming Goods for disassembly and reassembly and shall, upon Seller's reasonable request, make necessary personnel, equipment and facilities available to Seller at no cost to Seller.

买方应当协助卖方检查，修理或更换瑕疵货物。为此目的，买方应当为卖方拆卸或重新安装瑕疵货物提供便利，并应卖方的合理要求，免费提供必要的人员，设备和设施给卖方。

- 10.5 Seller shall not be liable for defects which do not affect the normal use of the Goods, such as unsubstantial deviations from the specification of the Goods. In addition, Seller shall not be liable for defects resulted from 1) natural wear and tear; 2) handling of the Goods not in conformity with the product instruction or user manual, conditions or network configurations on site does not satisfy product use requirements; 3) unauthorized or inappropriate modifications, alterations or repairs; 4) damages from faulty or negligent handling, use or maintenance, overload conditions, excessive strain, use of unsuitable appurtenances, defective installation or erection not carried out by Seller, inappropriate storage or any other external impact on the Goods not explicitly assumed by Seller hereunder; or 5) where a remedy measure for a security vulnerability has been published by Seller on its website or made available to Buyer otherwise, but Buyer fails to apply such measure in a timely manner..

对不影响货物正常使用的瑕疵，例如与货物规格的非实质性偏差，卖方不承担责任。此外，卖方也不对以下情况引起的瑕疵承担责任：1) 货物正常的损耗；2) 不符合产品说明书或使用说明的操作，现场环境条件或网络配置不满足产品使用要求；3) 未经卖方授权的改动、变更或修理；4) 由于使用、维护或处理中的故意或过失、在超负荷条件下使用、过分的压力、使用不适当的附属器件、非卖方进行的不适当安装、不合适的存放或其他卖方在本合同中没有明确表示负责的其他任何外力对货物造成的损害；或5) 如卖方已经在其网站上公布（或通过其他方式令买方获知）一项安全漏洞的修补措施，而买方未能及时地采取该修补措施。

10.6 The remedies provided for in this Section 10 are the exclusive remedies available to Buyer for breach of warranty by Seller.

本第 10 条款规定的补救是买方可获得的因卖方违反质量保证的唯一的补救措施。

11. Limitations of Liability 责任限制

11.1 Seller shall be liable for any damage of Buyer, including but not limited to loss of or damage to goods or property, caused directly by negligence or wrongful act (breach of contract and/ or tortious conduct) on the part of Seller, its personnel or its subcontractors engaged in carrying out the Contract. In the event that such negligence or wrongful act constitutes breach of contract and tortious act at the same time, Seller shall only be liable for breach of contract.

由于卖方、其雇员或分包商在履行本合同中的疏忽或错误行为(违反合同和/或侵权行为)直接造成的买方的损失，包括但不限于货物或财产的灭失或损坏，卖方应负责任。如果该等卖方、其雇员或分包商在履行本合同中的疏忽或错误行为既违反合同又构成侵权行为，卖方仅承担违约责任而不承担侵权责任。

11.2 All the liabilities of Seller in whatever kind relating to the Contract shall not, unless in case of gross negligence or willful act, exceed the Contract Price or RMB 1 million, whichever is less, regardless of the legal theory upon which it is based including but not limited to liability in Contract, in tort, under warranty or otherwise.

除非卖方有重大过失或故意行为，在其它任何情况下，卖方与本合同相关的全部各类责任不应超出合同总价或人民币 1,000,000 元，以价值较小者为准，无论其涉及的法律基础为合同、侵权、保证或其他责任。

The aggregated amount of liquidated damages payable by Seller under the Contract shall not exceed 5% of the Contract Price.

本合同项下卖方所支付的违约金累计不得超过合同总价的 5%。

11.3 In no event is Seller responsible for any loss of use, production, profit, interest, revenues, loss of information or data, damages or indemnification based on Buyer's third party contracts or any indirect or consequential damages or losses, regardless of whether those damages are foreseeable.

在任何情况下卖方对使用、生产、利润、利息以及收入损失、信息或数据的丢失、基于买方与第三方的合同的损害赔偿或补偿或任何间接的或后果性的损坏或损失都不承担责任，无论该等损失是否可以预见。

11.4 This Section 11 shall also apply to Seller's personnel, subcontractors and licensors and their personnel.

本第 11 条应同样适用于卖方的人员、分包商和许可方及他们的人员。

12. Force Majeure 不可抗力

12.1 Neither Buyer nor Seller shall be liable for failure of performing the Contract when such failure results from the occurrence of Force Majeure, which is hereby defined as an event unforeseeable, beyond reasonable control of the Party to whom such Force Majeure occurs, including but not limited to: Acts of God, natural disasters, labor disputes, lock out, war or warlike situation, riot, sabotage, fire, breakdown of equipment critical to perform the Contract, transportation delays or accidents, acts of government (such as but not limited to change of laws and revocation of import permits), impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions and outbreak of epidemic.

买卖双方因不可抗力不能或延迟履行本合同的义务时，均不承担责任。不可抗力应指遭受不可抗力方无法预见的且超出其合理控制的事件，包括但不限于：自然力、自然灾害、劳工纠纷、封锁、战争或类似战争状态、暴乱、阴谋破坏、火灾、履行本合同的关键设备瘫痪、运输阻滞或交通事故、政府行为（例如但不限于修改法律规定和取消进口许可）、国内国际外贸规定或海关规定中的阻碍、任何禁运和制裁规定以及疫情的爆发。

12.2 Any delay in delivery by Seller as a result of the occurrence of any Force Majeure event to its Sellers or subcontractor shall be deemed as a Force Majeure event occurring to Seller.

因卖方的分包商或供应商遭受不可抗力导致卖方延迟交付，应当视为卖方遭受不可抗力。

12.3 The Party affected by Force Majeure shall inform the other Party in writing without any delay of the force majeure event as well as the impact of such event on the performance of the Contract. The Parties shall continue fulfilling obligations of the Contract upon end or removal of the force majeure event or its effect. Term (e.g. delivery time) relevant to performance shall be extended accordingly. The Party shall immediately notify the other Party about the end or removal of the force majeure event.

受不可抗力影响的一方应毫不迟延地将不可抗力事件以及不可抗力事件对本合同履行影响通知另一方。

双方应在不可抗力事件结束或其影响消除后继续履行其合同义务，与履行相关的期限（例如：交货期）也应相应延长。但该合同方应尽快将不可抗力事件结束或消除的情况通知合同另一方。

12.4 A Party shall have the right to terminate the Contract when a Force Majeure event has continued for 180 days in aggregate. If a Party exercises the right of termination, he shall notify the other Party in writing immediately.

一方有权在不可抗力事件持续达到 180 天的情况下终止销售合同。如果一方行使该终止权，应在作出终止决定后立即书面通知另一方。

13. Adaptation Of Contract 合同的调整

Any changes in any of Seller's obligations under the Contract necessitated resulting from changes in (i) law, (ii) standards or (iii) requirements by authorities, after the effectiveness of the Contract, shall be on the account of Buyer. Both Buyer and Seller shall inform each other immediately of any such changes that may be required.

如在合同生效后，因（i）法律，（ii）标准，或（iii）政府机关要求的改变而导致的合同项下的任何卖方义务发生变化，则买方应承担因该等变化导致的所有费用。买方与卖方均应立即告知对方可能被要求的任何该等改变。

14. Software 软件

14.1 Unless otherwise provided in the Contract, Buyer may only use the software delivered with the Goods for the purposes and within the scope stated in the manual of the software and the Goods.

除非本合同另有规定，买方只可就软件和产品说明书中列明之目的和范围使用货物所带之软件。

14.2 Seller has the option to deliver the software either on a data medium (e.g. compact disk) or via download. If Seller chooses to physically deliver the software on a data medium, the term of delivery as specified under the Contract shall apply. If Seller chooses to deliver the software via download, delivery shall be completed when the initial password of the downloading website is sent out to the email address designated by Buyer in writing.

卖方有权选择通过数据介质（例如光盘）或下载的方式交付软件。如卖方选择以载于数据介质的形式物理交付软件，则应适用本合同下的交付条款。如卖方选择以下载的方式交付软件，软件下载网站的初始密码向买方书面指定的电子邮箱发出后即完成交付。

14.3 Buyer shall have the non-exclusive right to install and use the software in unchanged form and with the agreed performance specifications on the agreed equipment. Buyer is allowed to make one back-up copies unless otherwise agreed or noted differently on the media or in the software documentation.

买方应有非排他性的权利在不改变软件的形式、在约定的设备上按照约定的履行参数安装和使用软件。

除非另有约定或在介质或软件文件上有不同标注，买方可以制作一份复制件用作备份。

14.4 Unless otherwise agreed the software shall be provided in machine readable form (object code) only.

除非另有约定，软件应只以可机读的形式（目标代码）提供。

15. Industrial Property Rights And Copyright 工业产权和版权

15.1 Unless otherwise agreed upon in writing between the parties, Seller shall provide the Goods free from any infringement of third party's industrial property right or copyright, including but not limited to patents, trade secrets (hereinafter called "Intellectual Property Rights") in the country of the place of destination. In the event a third party asserts legitimate claims against Buyer based on an infringement of an Intellectual Property Rights with respect to the Goods provided by Seller and then used in compliance with this Contract, Seller shall be liable to Buyer as follows:

除非双方另有书面约定，卖方提供的货物应当在目的地国家不侵犯第三方的工业产权或版权，比如但不限于专利权、商业秘密（以下简称“知识产权”）。如果有第三方向买方提出货物（由卖方提供并且按照本合同的规定使用）侵犯了其知识产权的合法主张，卖方应对买方承担如下义务：

a. Seller shall at his own option and expenses either acquire the legal right to use the Goods, modify the Goods so as not to infringe the Intellectual Property Rights or replace the relevant Goods. If Seller fails to correct the infringement, Buyer is entitled to terminate the Contract whereupon Seller shall take back the relevant Good and refund Buyer the Contract Price for such Goods.

卖方应自行承担费用并自行决定是取得使用货物的权利、修改货物以使之不侵犯知识产权亦或是替换相应的货物。如果卖方未能补救上述侵权，买方应有权终止本合同且卖方应收回有关货物并返还买方这部分货物的货款。

- b. Seller's aforesaid obligations shall apply only if Buyer 1) has immediately notified Seller in writing of the claims asserted by the third party; 2) has not acknowledged an infringement and 3) authorize Seller to defend against and/or reach a settlement with the third party

卖方承担前述义务的前提是：1) 买方应在第三方提出主张后就立即书面通知卖方，2) 买方未曾对侵权进行任何形式的承认，3) 买方授权卖方采取抗辩和/或与第三方和解。

- 15.2 Claims of Buyer shall be excluded if he is responsible for an infringement of Intellectual Property Rights.

如果买方应对侵权知识产权的行为负责，则买方不能提出权利主张。

- 15.3 Claims of Buyer shall also be excluded if the infringement of Intellectual Property Rights was caused by 1) any design, drawing or technique provided by Buyer, 2) Buyer's use of the Goods outside the agreed purpose or 3) the Goods being altered by Buyer or being combined or incorporated together with products not provided by Seller.

如果知识产权的侵犯是由于下列原因造成的，则买方无权提出索赔：1) 由于买方提供的设计、图纸或技术导致的侵权，2) 买方以约定目的之外的方式使用货物导致的侵权，或 3) 买方修改了货物或将货物与非卖方提供的产品进行组合或整合而导致的侵权。

- 15.4 Buyer may use the plans and drawings provided by Seller only for the intended purpose. Buyer shall not be entitled to use these plans and drawings for other purposes, especially not for the reproduction of the Goods or parts of the Goods.

买方可以按预定的目的使用卖方提供的设计和图纸。买方无权为其他目的而使用这些设计和图纸，尤其是不能出于再生产货物或其部件之目的而使用。

- 15.5 The Buyer acknowledges that it respects the intellectual property rights of Siemens. The Buyer also acknowledges that it is against the Chinese law and a material breach of the Agreement to sell, install or use any fake Siemens products or otherwise infringe the intellectual property right of Siemens. The Buyer will reasonably support and cooperate in any inspection conducted by Siemens with respect to protection of its intellectual property right.

买方确认将尊重西门子的知识产权。买方认同，销售、安装、使用假冒西门子产品或以任何其他方式侵犯西门子的知识产权将违反中国法律，并严重违反本合同。买方愿意积极支持与配合西门子为保护自身知识产权的所进行调查活动。

16. Confidentiality保密

Any information made available to Buyer by Seller in connection with this Contract shall be treated as confidential. Where Buyer receives any personal data from Seller, it shall fully comply with the applicable laws on personal data protection. Buyer shall use the information (including personal data) only for the purposes specified in this Contract. This confidentiality obligation shall not apply to information which Buyer can demonstrate,

买方应对任何卖方提供的与本合同有关的信息保密。如果买方从卖方获取任何个人信息，买方应完全遵守个人信息保护的相关法律。买方应只为本合同目的而使用信息（包括个人信息）。本保密义务不适用于买方可以证明的下列信息，

- (i) is already in the public domain or becomes available to the public through no breach by Buyer of this confidentiality undertaking or

非由于买方违反应承担的保密义务而已被公开、或已被公众所知的信息，或

- (ii) was in Buyer's possession prior to receipt from Seller without a confidentiality undertaking or 买方在卖方向其披露之前就已拥有的信息并且无需承担相应的保密义务，或
- (iii) has thereafter been legally obtained without confidentiality obligation from others or 已从其他方处合法获得且无相应的保密义务，或
- (iv) is independently developed by Buyer without reference to the information received hereunder. 买方未借助本合同的信息而独立开发的信息。

The Seller is entitled to disclose the confidential information obtained in connection with the Contract to its affiliates, supplier or subcontractor on need-to-know basis.

对于卖方因本合同获取的任何保密信息，卖方应有权向卖方关联公司、供应商或分包商在必要的限度内披露该等信息。

The obligations set forth in this Section 16 (Confidentiality) shall survive any termination of the Contract.

本第十六条中所述的（保密）义务在本合同终止之后继续有效。

17. Export Clauses 出口条款

17.1 Reservation Clause 保留条款

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

如卖方因遵守国内、国际外贸规定或海关规定或任何禁运、制裁规定而无法履行本合同，则卖方不再承担履行本合同的义务。

17.2 Compliance with Export Control Regulations 遵守出口管制法规

17.2.1 If Buyer transfers to a third party hardware and/or software and/or technology (including corresponding documentation,) delivered by Siemens ("Goods"), or works and services (including all kinds of technical support) performed by Siemens ("Services"), Buyer shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of Goods and/or Services, Buyer shall comply with the (re-) export control regulations of the People's Republic of China, the Federal Republic of Germany, of the European Union ("EU") and of the United States of America ("USA").

如果买方将卖方提供的硬件，和/或软件，和/或技术（包括相关的文件）（合称“货物”），或卖方完成的工作和服务（包括所有种类的技术支持，合称“服务”）转移给第三方，则买方应遵守所有适用的国内和国际的（再）出口控制法规。在任何涉及转移前述货物和/或服务时，买方必须遵守中国、德国、欧盟以及美国的（再）出口控制法规。

17.2.2 Prior to any transfer of goods, works and services provided by Seller to a third party Buyer shall in particular check and guarantee by appropriate measures that

在向第三方转移卖方提供的货物，工作和服务之前，买方应该特别检查并以适当的措施保证：

- There will be no infringement of an embargo imposed by the People's Republic of China, the EU, USA and/or by the United Nations by such transfer, by brokering of contracts concerning Goods or Services or by provision of other economic resources in connection with Goods or Services also taking into account any prohibitions to circumvent these embargos (e.g., by undue diversion);
- 该转移，或就这些货物，和/或服务有关的合同提供经纪服务，或提供与这些货物或服务有关的其他经济资源，将不违反中国、欧盟、美国和(或)联合国实施的禁运规定，以及不违反对规避这些禁运的任何禁令（例如，通过不当转移）；
- Such Goods and Services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained;
- 此类货物和服务不得用于与军事、核技术或武器相关的用途，如果试图用于该用途，将被禁止或需要经过授权批准，除非相关授权已经获得批准；
- The regulations of all applicable sanctioned party lists of the People's Republic of China, the EU and USA concerning the trading with entities, persons and organizations listed therein are considered;
- 与所有适用的中国、欧盟和美国制裁清单上列举的实体、个人和组织进行交易的规定已被考虑；
- Goods and Services within the scope of the respective Annexes to EU Regulations Nos. 833/2014 and 765/2006 as well as of Annex I to EU Regulation No. 2021/821 (in their current versions, respectively), will not, unless permitted by EU law, be (i) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (ii) resold to any third party business partner that does not take a prior commitment not to export such Goods and Services to Russia or Belarus.

除非欧盟法律允许，否则第 833/2014 号和第 765/2006 号欧盟法规相应附件以及第 2021/821 号欧盟法规附件一（分别为现行版本）范围内的货物和服务不得（i）直接或间接（例如通过欧亚经济联盟（“EAEU”）国家）出口至俄罗斯或白俄罗斯，或（ii）转售给未事先承诺不向俄罗斯或白俄罗斯出口此类商品和服务的任何第三方商业合作伙伴。。

17.2.3 Upon request by Seller, Buyer shall promptly provide Siemens with all information pertaining to the particular end customer, the particular destination and the particular intended use of Goods and Services, as well as any export control restrictions existing.

应卖方要求，买方应立刻提供关于货物和服务的特定最终客户、特定最终目的地和特定预期用途以及任何存在的出口控制限制等全部信息。

17.2.4 Buyer shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with (re-)export control, sanctions or embargo regulations by Buyer and/or Buyer's third parties business partner re-exporting Goods and Services in violation of embargoes or sanctions referred to in 17.2 above, and Buyer shall compensate Seller for all losses and expenses resulting thereof.

就任何由于买方和/或买方的第三方业务伙伴不遵守(再)出口控制规定，违反上述第 17.2 条所述禁运或制裁，再出口货物和服务而引起的、或与之相关的索赔、诉讼、行动、罚款，损失、成本和损害，买方应向卖方赔偿并使其免受损害，且买方应赔偿卖方由此产生的一切损失和费用。

17.2.5 If and to the extent the sale or supply of goods and services is subject to prior authorization by the competent export control authorities of the European Union, this Contract shall come into force only upon granting of such authorization.

如果货物和服务的销售或提供需要事先获得欧盟相关出口控制当局的批准，则本合同应仅在被授予该等批准后才生效。

The following sub-sections 17.2.6 to 17.2.9 shall also apply if the contract covering (nonexclusive, non-transferable, non-sublicensable) software licenses, including documentation and services, entered into by Buyer directly and/or indirectly with a user to whom Buyer has made available such Software (e.g. EULAs).

当本合同包含买方直接或间接向其用户提供非独占、不可转让、不可再授权的软件许可（涵盖文档与服务，如最终用户许可协议），则以下 17.2.6 to 17.2.9 项条款亦应适用。

17.2.6 Buyer shall comply with all applicable sanctions, embargoes and (re-)export control regulations, and, in any event, with those of the People's Republic of China, the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations").

买方应遵守所有适用的制裁、禁运和（再）出口控制法规，以及在任何情况下，遵守中国、欧盟、美国 and 任何当地适用管辖区域的制裁、禁运和（再）出口控制法规（统称“出口控制法规”）。

17.2.7 In particular, Buyer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the software, documentation and/or services (collectively "Deliverables") in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any "deemed (re-)exports"), or otherwise make available the Deliverables to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Deliverables for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) facilitate any of the aforementioned activities by any user of the Deliverables.

特别是，除非出口控制法规或相应政府许可或批准允许，买方不得：（i）根据出口控制法规，在任何被禁止、或受到全面制裁的（目前为古巴、伊朗、朝鲜、叙利亚和乌克兰克里米亚、顿涅茨克和卢甘斯克地区）或有相关许可证要求的地区下载、安装、访问或使用软件、文件和/或服务（统称为“可交付成果”）；（ii）允许出口控制法规受制裁方名单上指定的任何个人或实体使用、转让（再）出口（包括任何“视为（再）出口”），或以其他方式提供可交付成果；（iii）将可交付成果用于出口控制法规禁止的任何目的（例如与军备、核技术或武器有关的用途）；（iv）为可交付成果的任何用户进行上述任何活动提供便利。

17.2.8 Upon request by Siemens, Buyer shall promptly provide Siemens with all information pertaining to user(s), the intended use and the location of use of the Deliverables.

根据西门子的要求，买方应该立刻提供所有与使用西门子服务相关的用户、预期用途及使用地点的信息。

17.2.9 Siemens shall not be obligated to fulfill this Sales Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Buyer acknowledges that Siemens may be obliged under the Export Regulations to limit or suspend access by Buyer and/or user(s) to the Deliverables.

如西门子因遵守国内、国际外贸规定或海关规定或任何禁运、制裁规定而无法履行本销售合同，则西门子不再承担履行本销售合同的义务。买方确认，根据出口控制法规，西门子可能有义务限制或暂停买方和/或用户对可交付成果的访问。

18. Termination 合同终止

18.1 Either Party may terminate this Contract immediately upon the occurrence of any of the following events:

(1) materially breach of contract by the other Party and the breaching Party does not rectify within 90 days after receiving breach notice or in any time limit agreed by both Parties; or (2) bankruptcy or insolvency of the other Party. In case Buyer fails to make Down-payment within 90 days after execution of the Contract or Buyer is in delay with any payment for a period exceeding 90 days, Seller shall be entitled to terminate this Contract immediately.

基于以下事件的发生，任何一方可以立即终止本合同：1) 另一方严重违反合同，并且违约方未在收到违约通知后的 90 天或双方约定的任何期限内加以纠正；或 2) 另一方破产或资不抵债。此外，如果买方在本合同签订后 90 天仍未支付预付款或迟延支付任何款项超过 90 天，则卖方有权立即终止本合同。

18.2 If the Contract is terminated by Seller in accordance with Section 18.1, Seller is entitled to reasonable reimbursement for any labor, material or other expenses incurred in connection with the Contract. Seller reserves further rights including the right to claim damages hereunder.

如果卖方基于上述 18.1 条的规定终止本合同，卖方有权要求买方赔偿卖方为履行本合同已投入的人员费用，材料和其他开支。卖方保留在本合同下包括要求赔偿损失在内的其他权利。

18.3 If the Contract is terminated by Buyer in accordance with Section 18, performance of the part of the Contract that has not yet been performed shall be ceased; in respect of the part that has been performed, Buyer may claim remedial measures and compensation for direct losses (excluding reinstatement). Buyer's rights to terminate the contract are exclusively set forth in this Contract.

如买方基于上述 18 条的规定终止本合同，合同终止后尚未履行的应终止履行；已经履行的，买方可要求卖方采取补救措施，并有权要求赔偿损失（不包括恢复原状）。买方终止合同的权利仅限于在本合同中明确约定的情形。

18.4 Where either Party is entitled to terminate this Contract, the termination right shall be excised within three (3) years after this Party has known or should have known about the cause for termination.

本合同下产生的终止权可在有权终止的一方知道或者应当知道终止事由之日起三（3）年内行使。

19. Entire Agreement 合同完整

The Contract and its attachments comprise the complete and final agreement between Buyer and Seller and supersede all prior negotiations, proposals, representations, commitments, understandings or agreements between Buyer and Seller, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Contract is binding upon Seller unless made in writing and signed by Seller's duly authorized representatives. The Contract may not be altered or modified except by written agreement of Buyer and Seller. The Parties are entitled only to such rights and to make such claims which are expressly provided for in the Contract.

本合同及其附件组成了买卖双方之间完整的、最后的协议，其效力超过买卖双方之间就本合同主题所作的任何谈判，建议，陈述，承诺，备忘录或协议，无论口头的或书面的。除非经卖方正式授权的代表书面承诺，否则卖方不受任何对本合同进行修改的协议，报价或确认的制约。本合同未经买卖双方书面同意不得修改或变更。本合同各方只能主张或提起本合同明确规定的权利或索赔。

20. Successors and Assigns 继承及转让

The Contract binds and inures to the benefit of Buyer and Seller and their respective successors and permitted assigns. Buyer may not assign any interest in, nor delegate any obligation under the Contract, without Seller's prior written consent.

本合同对买卖双方及其继承者及经同意的受让者有约束力并为他们的利益所订立。除非卖方事先书面同意，买方不得将本合同项下的任何利益或义务转让或委派给第三人。

21. Governing Law 适用法律

The validity, construction and performance of the Contract is governed by, and must be construed in accordance with, the law of the People's Republic of China.

有关本合同的效力，解释和履行应当适用中华人民共和国法律。

22. Dispute Resolution 争议解决

22.1 Amicable Settlement 和解

All claims, differences or disputes arising out of or in connection with this Contract, including any question regarding its existence, validity, termination or its performance, or in connection with arrangements regarding the performance of this Contract (hereinafter referred to as a "Dispute") shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) and be settled by three (3) arbitrators in accordance with the arbitration rules of CIETAC (hereinafter referred to as "Rules") in effect at the time of applying for arbitration.

因本合同产生的或者与其相关的所有请求、分歧或争议，包括关于合同存在、效力、终止或履行，或者与本合同履行安排有关的任何问题（以下称“争议”），应提交中国国际经济贸易仲裁委员会（CIETAC），并根据申请仲裁时有有效的 CIETAC 仲裁规则（以下称“规则”）由三（3）名仲裁员仲裁解决。

22.2 The Parties agree that arbitrators who are not on CIETAC's panel may be appointed as Co-Arbitrators or as presiding arbitrator.

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

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

仲裁地点为北京。仲裁语言为中文。仲裁裁决是终局的并对双方具有约束力。

23. Notices 通知

All notices in connection with this Contract shall be in writing and shall be effective upon dispatch if sent by fax or email, seven (7) days after the date of mailing if sent by registered mail and three (3) days after the date of mailing if sent by courier services. In all cases, notices shall be delivered to the other Party at the address set forth on the first page of the Contract or such other address as such Party may have provided by written notice. In case a Party provides incorrect address information, fails to update address information or refuses to accept document delivery which results in delivery failure of any notice

or legal documents sent from the other Party, court or arbitration institution, the return date of the notice or document shall be deemed as the delivery/service date.

所有与本合同有关的通知应为书面形式，并于如下时间生效：传真或电子邮件发送即时生效；挂号信发送在寄出七天后生效；快递投送寄出三天后生效。任何情况下，给对方的通知应发送至本合同首页所述的地址或一方书面通知的其它地址。因一方提供的地址不准确或未能及时告知对方地址变更，或拒接签收等原因，导致另一方、法院或仲裁机构的任何通知或法律文书未能被实际接受的，以通知或文书退回之日视为送达之日。

24. Day 日

Unless expressly agreed by the Parties otherwise, day or days mentioned in this Contract refer to calendar day.

除非合同双方明示相反规定，本合同中所提及的日是指日历日。

25. Data Protection 数据保护

25.1 Seller and Buyer shall comply with the statutory provisions relating to cyber security, data security and personal information protection (hereafter “applicable laws”). Buyer shall not disclose to Seller any state secrets, national core data or important data (all of which shall have the meaning as defined by the applicable laws) during the performance of the Contract unless otherwise agreed by Seller. Where Buyer discloses to Seller any data which is subject to legal protection (hereafter “Data”) under this Contract or for purpose to perform this Contract, Buyer shall notify Seller by a written notice in good time prior to the disclosure of the Data, so as to enable Seller to deal with the Data in a way in compliance with applicable laws. Buyer hereby warrants the Data provided by Buyer to Seller is lawfully collected and provided and does not infringe the rights and interest of individuals or third parties. In addition, Buyer is obliged to satisfy the prerequisites required by applicable law, so as to enable Seller to, for the purpose of performing the Contract or other reasonable purposes relating to the Contract, collect, process/entrust a third party to process, use, transfer to a third party, share with a third party, disclose or transfer abroad the Data without any breach of applicable laws.

卖方和买方应遵守与网络安全、数据安全和个人信息保护有关的强制性法律规定（下称“适用法律”）。除非卖方同意，否则买方应保证其在履行合同的过程中不会向卖方披露任何国家秘密、国家核心数据和重要数据（定义均以适用法律为准）。如果买方在本合同项下或为履行本合同之目的向卖方披露任何受适用法律保护的数据（下称“数据”），买方应在向卖方披露相关数据之前及时书面通知卖方，从而使卖方可以以符合适用法律的方式处理数据。买方保证数据的收集与提供是合法的，不存在侵犯个人或第三方权益之情形。此外，买方有义务满足适用法律规定的前提条件，从而使卖方可以为履行合同或其他与合同有关的合理目的合法地收集、处理/委托第三方处理、使用、转让给第三方、与第三方共享、披露或向境外转移数据。

25.2 Siemens (Seller) has formulated a Siemens Business Partner Privacy Notice to specify how Siemens processes and protects the personal information of the contact person at Siemens’ customers, suppliers and partners e.g. with regard to the categories of personal information processed, the purposes of the

processing (e.g. performing promotion activities and ensuring compliance with Siemens Business Partner compliance screening obligations (to prevent white-collar or money laundering crimes) etc.), transfer and disclosure of personal information, retention period, data subject's rights, and data privacy contact etc. Buyer is obliged to satisfy the prerequisites required by applicable laws (including without limitation to the notification and consent obligations under the applicable laws), so that Siemens may process the personal information of the contact person of Buyer in a way as specified in the Siemens Business Partner Privacy Notice (including any amendment thereof made from time to time). The Siemens Business Partner Privacy Notice can be found by the below link:

http://w2.siemens.com.cn/download/Siemens_Business_Partner_Privacy_Notice-en.pdf

西门子（卖方）已经制定了《西门子商业合作伙伴个人信息保护声明》，以规定西门子如何处理及保护西门子客户、供应商和合作伙伴的联系人的个人信息，例如关于处理的个人信息的类别、处理的目的（例如进行市场推广活动以及确保遵守（为预防白领犯罪或洗钱而进行的）商业合作伙伴筛查义务等）、个人信息的转让和披露、保留期限、个人信息主体的权利以及个人信息保护联系人等。买方有义务满足适用法律规定的前提条件（包括但不限于适用法律下要求的告知和获得同意的义务），以使西门子可以根据《西门子商业合作伙伴个人信息保护声明》（包括之后不时的修改）处理买方联系人的个人信息。《西门子商业合作伙伴个人信息保护声明》可通过以下链接获得：

http://w2.siemens.com.cn/download/Siemens_Business_Partner_Privacy_Notice-cn.pdf

25.3 Buyer shall deal with all Data received from Seller or its affiliates or otherwise become accessible to the Buyer in accordance with the applicable laws. Buyer hereby warrants that: (1) it shall take proper technical and organizational measures which are in line with the applicable laws in order to protect the Data against manipulation, loss, destruction and against access by unauthorized persons; and (2) all Data provided by Seller shall be used solely for the sole purpose of performing this Sales Contract. Any further statutory or contractual confidentiality obligations remain unaffected by the above clauses. 买方应按照适用法律的规定处理所有其从卖方或其关联企业接收的或其通过其他方式接收的数据，买方保证：(1)为了确保数据的安全，买方应采取符合适用法律要求的技术和组织措施来保护买方所接收的上述数据不受操控、损害、破坏以及未授权人员的访问；(2)卖方所提供的数据将仅被用于履行本合同的目的。上述约定不影响任何法定或本合同约定的保密义务。

26. Cyber Security Notice for Network Products 网络产品的安全须知

26.1 Plants, systems, machines and networks may be subject to cyber threats. Seller has established the channel for receiving information on security vulnerabilities in Seller's products. Buyer may report the security vulnerabilities in Seller's products that they have discovered or encountered by sending emails to productcert@siemens.com or src.cyscn.cn@siemens.com.

工厂、系统、机器和网络可能受到网络攻击的威胁。卖方已建立接收卖方产品安全漏洞信息的平台。买方可以通过向 productcert@siemens.com 或 src.cyscn.cn@siemens.com 发送邮件的方式报送发现或遇到的卖方产品的安全漏洞。

26.2 Seller will publish the security vulnerabilities and remedy measures (if any) in Seller's products on <https://www.siemens.com/industrialsecurity> from time to time. Buyer shall visit the above-mentioned website periodically and apply the remedy measures in a timely manner. Buyer is highly recommended to register on the above website and subscribe the "Security Advisory" to stay informed of the most updated vulnerabilities and remedy measures.

卖方将在 <https://www.siemens.com/industrialsecurity> 上不时公布卖方产品的安全漏洞和修补措施（如有）。买方应定期访问上述网站并及时采取相关修补措施。卖方强烈建议买方在上述网站登记并订阅 Security Advisory，从而以获取最新的安全漏洞和修补措施的及时推送。

26.3 In case Buyer is not the end user of Seller's products, Buyer shall ensure that (i) the end user of the Seller's products will be informed of the contents of the above 26.1 and 26.2 in writing; and (ii) in case the Seller decides to send separate notices for vulnerabilities and remedy measures by ways other than releasing those on its website, e.g. by email, telephone or courier etc., Buyer shall ensure that a separate notice will also be delivered to the end user in the same manner.

如买方并非卖方产品的最终用户，买方应确保(i)将上述 26.1 和 26.2 的内容书面告知最终用户；且(ii)如果卖方决定通过在其网站发布相关信息以外的其他方式发送关于漏洞即修补措施的通知，如电子邮件、电话和快递等，买方应当确保以同样的方式向最终用户发送该等通知。

27. Compliance with the Law 遵守法律

The Parties shall comply with mandatory laws and regulations relating to environmental protection, protection of laborers' rights and interests, and protection of the legitimate rights and interests of other individuals or organizations, including but not limited to Labor Law, Environmental Protection Law, Criminal Law, Land Administration Law, etc..

合同双方应遵守与环境保护、劳动者权益保护以及与保护其他个人或组织合法权益相关的强制性法律法规，包括但不限于《劳动法》、《环境保护法》、《刑法》、《土地管理法》等。