

PROCHIN

General Purchase Conditions

1. GENERAL

1.1 These General Purchase Conditions apply to and form integral part of all Requests for Proposal, Quotations and Purchase Orders. Customer expressly rejects the applicability of any other general terms and conditions or stipulations of Supplier.

1.2 In this document, Agreement means: the binding contract formed as described in article 2; Affiliate of a party means any corporation, joint venture, or other business entity which directly or indirectly controls, is controlled by, or is under common control with such party. An entity shall be deemed to "control" another entity if it has the power to direct or cause the direction of the management or policies of the other entity whether through ownership of voting securities or otherwise; Customer means Shanghai Prochin Intl. Trading Co., Ltd., or any of its Affiliates which issues the Purchase Order or request for proposal; Goods are the products, materials, liquids, equipment, design, software, rental properties, stored goods, and all related documentation to be supplied as specified in the Purchase Order. A Purchase Order is the order issued by Customer including all related documentation; Services are the services and/or all pertaining deliverables to be provided as specified in the Purchase Order. Supplier means each person or entity that enters into an agreement with Customer.

2. ACCEPTANCE

2.1 These General Purchase Conditions, together with the relevant Purchase Order issued by Customer, set forth the terms and conditions for the supply of Services and/or the delivery of Goods by Supplier to Customer and will be binding on both Parties at Supplier's acceptance (the binding Agreement). Any changes by Supplier are binding only, if accepted by Customer in writing. Performing of any part of a Purchase Order by Supplier will operate as Supplier's unconditional acceptance thereof.

3. COMMERCIAL CONDITIONS

3.1 Supplier shall deliver the Goods and/or perform the Services against the price(s) mentioned in the Agreement. Unless expressly stated to the contrary, prices are (i) fixed and firm (ii) inclusive all taxes, duties, levies, fees (including license fees), charges and inclusive all costs.

3.2 Unless explicitly otherwise agreed, Customer shall pay the amount invoiced by Supplier for Goods and/or Services delivered by bank transfer ninety (90) days after the end of the month of the date of receipt of invoice, provided and to the extent that the invoice is correct and not under dispute.

3.3 Customer may authorize any other its affiliate to effect the payment due by Customer. Such payment shall discharge Customer from its respective payment obligation towards Supplier. In case an invoice is under dispute, Supplier has no right to postpone its obligations. Customer has the right to offset amounts it owes to Supplier or any of its affiliates, against amounts which Supplier or any of its affiliates owes to Customer.

3.4 To the extent Services are supplied at a reimbursable basis, Supplier shall keep records of all costs, expenditures and hours worked and shall provide Customer access thereto.

4. COMPLIANCE

4.1 Supplier complies with all applicable (international laws, rules and regulations, standards and orders in connection with the performance of the Agreement, including all applicable laws, rules and regulations on international trade, such as embargos, import and export control and sanctioned party lists.

4.2 Supplier expressly warrants that it has good and marketable title to the Goods and deliverables of the Services supplied, including right to grant Customer intellectual property right(s). Supplier holds any and all licenses, permits, end-user statements and any other documents, which are required in the country of origin, of transit and of destination to perform its obligation and will immediately notify Customer of any legal restrictions.

5. TIME

5.1 Supplier guarantees that it will supply without delay and interruption the Goods and/or Services. Supplier shall immediately notify Customer of any foreseeable delay.

6. DELIVERY, WARRANTY AND ACCEPTANCE OF GOODS

6.1 Delivery shall be effected in adequate packaging. In case the Customer deems the packaging to be inadequate, or in case more than 5% of packaging of a delivery is found to be broken upon delivery – regardless of whether or not the damage was caused by/happened during transportation – the Customer holds the right to return the goods, the Customer holds the right not to accept the products and the Supplier shall refund any payment made.

6.2 Supplier shall timely provide Customer with (copies of) all applicable licenses, documents, information, specifications and instructions necessary for safe and proper transport, import and export

customs clearance, use, treatment, process and storage of the Goods and with all certificates of analysis/conformity as customarily supplied. If applicable, stored Customer's Goods will be redelivered in the original quantity, state and condition.

6.3 Supplier warrants the proper functioning of the Goods and warrants that the Goods will be in conformity with the specifications and requirements, be unused, of good materials and workmanship, free from any and all defects and from any and all liens and encumbrances, pledge or right of retention and suitable for the intended purpose. These warranties shall not be deemed to exclude warranties and/or rights that Customer may have or obtain and shall extend to Customer and its customers.

6.4 Supplier shall properly and timely instruct Customer of any special use or treatment regarding the Goods.

6.5 Supplier shall promptly repair or replace any and all Goods within a period of 2 years after the date of acceptance or the date of first operational use, whichever date is later. Repaired or replaced Goods or parts will be warranted for another period of 2 years from the repair or replacement date. If requested, Supplier shall as far as possible leave these goods in free use with its user until Supplier has delivered Goods in replacement. The warranty period shall be extended by any period(s) during which the Goods have been out of operation.

6.6 Customer is entitled to reject any Goods, which are delivered (i) not at the agreed time, (ii) not in the agreed volume and/or quantity, (iii) in inappropriate or damaged packaging or (iv) with other defect(s), for risk and account of Supplier and without prejudice to Customer's right to compensation for the losses and damages suffered as a result of Supplier's non-compliance.

6.7 Inspection, testing, acceptance or payment does not release Supplier from its obligations and warranties.

7. PERFORMANCE AND ACCEPTANCE OF SERVICES

7.1 Supplier warrants the quality and the results of the Services. Supplier shall perform the Services in accordance with the requirements and specifications of the Agreement, observing due skill and care, using proper and well maintained materials and employing sufficiently qualified staff.

7.2 Only written confirmation of acceptance shall constitute acceptance of the Services performed.

8. TRANSFER OF TITLE

8.1 The title of the Goods and deliverables of the Services shall pass to Customer upon delivery at the delivery point as stated in the Agreement. However, if Customer pays for any Goods prior to delivery, title shall pass to Customer upon payment.

8.2 The title and risk of Goods under a rental service agreement remain with Supplier.

8.3 The title of stored Customer's Goods under a warehousing agreement remains with Customer. The risk of such Goods is transferred to Supplier at acceptance of the Goods and ends after delivery of these Goods to Customer.

8.4 Supplier shall identifiably store any raw materials and semi-finished goods allocated for the manufacture and/or production of the deliverables and the finished deliverable itself. The risk of such goods remains with Supplier until acceptance thereof.

9. OPPORTUNITY TO INSPECT

9.1 Supplier ensures that Customer or its nominee has the opportunity to inspect the Goods or the manufacturing process of the Goods and/or any place where the Services or part thereof may be carried out.

9.2 Supplier diligently and continuously controls and tests the quality of the Goods and Services as well as the operations during manufacturing, storage and delivery. Supplier shall ensure that Customer, or its nominee, has the opportunity to attend tests and/or inspect the Goods at any time.

9.3 Inspection and/or testing does not relieve Supplier of any obligation or liability under the Agreement.

10. CONTROLLED CHANGES

10.1 The implementation of any and all changes of and/or improvements related to the Goods and/or (performance of the) Services including (business) processes, (raw) materials (including supply source) and/or any other changes that might affect the specifications of the Goods and/or the Services require the prior written approval of Customer. Supplier will inform Customer well in advance of such changes and will enable Customer to control and test the Goods.

11. INDEMNIFICATION, LIABILITY AND FORCE MAJEURE

11.1 Supplier shall be liable and hold Customer and their directors and employees ("Indemnified Parties"), harmless from and indemnify them against any and all actual or contingent damage, loss, injury/death, costs and claims suffered by or brought against Indemnified Parties, resulting from or connected with the Agreement, the use and/or sale of Supplier's Goods by Indemnified Parties or any third party, the performance of the Services and the deployment of Supplier's Services by Indemnified Parties or any third party, except to the extent that this is caused by Customer's willful misconduct or gross negligence.

11.2 Supplier is fully liable for the correct and timely payment of all taxes and levies indebted in connection

to the performance of the Agreement and will indemnify Indemnified Parties against all claims and damages relating to its obligations concerning taxes, contributions and any claims of third parties, including the Government.

11.3 In no event shall Customer be liable for any indirect damages (including but not limited to lost revenue, lost profits or other consequential or incidental damages) based upon the Agreement.

11.4 Neither party shall be liable towards the other party for any non-fulfillment of the Agreement to the extent fulfillment thereof has been delayed, interfered with or prevented by an event entirely beyond the control of the party concerned, was not for its risk and not reasonably foreseeable ("Force Majeure"), provided that the party invoking Force Majeure shall use its best efforts to fulfill its obligations by any means possible. The mere fact of late supply of materials, labor or utilities shall not be deemed Force Majeure. In case a situation of Force Majeure continues for more than 30 days, Customer shall be entitled to (partly) terminate or cancel the Agreement by written notice. Customer may purchase similar goods and/or services from third parties during any period Supplier is unable to fulfill its obligations. The quantities affected shall be excluded from the calculation from any (minimum) volumes.

12. CONFIDENTIALITY

12.1 Any and all information provided by or on behalf of Customer shall be treated as confidential and shall only be used by Supplier for the purpose of this Agreement. Disclosing information is only allowed to any of its employees on a strict need-to-know basis, except in case Supplier is required to disclose the information by virtue of a court order or statutory duty, provided that the Supplier shall immediately inform Customer. Supplier shall upon demand promptly return to Customer all such information. Supplier shall not retain a copy thereof. Supplier shall treat the existence of the Agreement as confidential. Supplier or its employees will sign a confidentiality agreement at request.

13. OWNERSHIP AND INTELLECTUAL PROPERTY

13.1 Any and all information, property or materials disclosed to Supplier remains the property of Customer. Supplier is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of Customer or any of its affiliates, unless prior obtained written consent of Customer. Any authorized use shall be strictly in accordance with the instructions and for the purposes specified.

13.2 Supplier warrants that the Goods and/or Services, alone or in combination, will not result in or give rise to any infringement or misappropriation of any intellectual property right of a third party.

13.3 Supplier hereby assigns by way of present and future assignment all intellectual property rights, know-how, copyrights and other rights developed by or on behalf of Supplier explicitly for or on instructions of Customer.

13.4 All intellectual property rights to software, including source code, sub-software and documentation, developed explicitly for Customer or on Customer's instructions shall rest with or be transferred to Customer. Intellectual property rights to other software shall remain with Supplier and Supplier shall grant Customer a non-exclusive, non-transferable, irrevocable, perpetual and royalty free license not limited to specific equipment or location. Customer is allowed to provide sub-licenses to other of its Affiliate.

14. INSURANCE

14.1 The Supplier shall take out and maintain the insurance policies to cover the risks resulting from or connected with the Agreement. At the request of the Customer, Supplier will provide the insurance certificates evidencing Supplier's coverage and keep Customer informed of any changes.

15. TERMINATION AND SUSPENSION

15.1 Customer is entitled to suspend the performance of its obligations in whole or in part or terminate the Agreement with immediate effect, without prejudice to its right to claim damages and without any compensation to or indemnification of Supplier (i) in case Supplier has been declared bankrupt, is in a state of liquidation, has ceased or suspended whole or substantial part of its business, is subject of a court order or preventative legal scheme of settlement (ii) in case of non-compliance with import, export or chemical control regulations or the provisions of safety, health, environment and security (iii) in case of not approved changes in accordance with [Article 10](#). After such termination Customer may return received Goods and/or Services in whole or partly against repayment from and retransfer of ownership therein to Supplier.

16. MISCELLANEOUS

16.1 If any provision(s) of these General Purchase Conditions should be or become ineffective or invalid the other provisions will not be affected thereby. Parties agree to replace the ineffective or invalid provision(s) by a provision of similar important, which reflects as closely as possible the intent of the original clause.

16.2 Failure by either party to require strict performance by the other party of any obligation hereunder shall in no way affect its right thereafter to enforce any obligation, nor shall a waiver by either party of any breach be held to be a waiver of any previous or later breach. No waiver will have any effect unless specific, irrevocable and in writing.

16.3 Supplier shall not assign the Agreement in whole or in part without Customer's written consent. Such consent shall not relieve Supplier from, and shall be subject to compliance with, any of the obligations under the Agreement. Customer is entitled to assign this Agreement or any part thereof to any of its Affiliates on prompt notice to Supplier.

16.4 Nothing in the Agreement shall be deemed to constitute either party as the agent of the other or create a partnership, joint venture or employment relation between the Parties.

16.5 This Agreement shall be governed exclusively by the laws of the People's Republic of China with the exception of its conflict of laws principles. The United Nations Convention on contracts for the International Sale of Goods, concluded at Vienna on 11th of April 1980, shall not be applicable.

16.6 Any dispute arising from the Agreement and/or Purchase Order which the parties are unable to amicably resolve shall be submitted to the exclusive jurisdiction of China Economic and Trade Arbitration Commission ("CIETAC"). The arbitration shall be conducted in Shanghai in accordance with the Arbitration Rules of CIETAC. Pending a dispute neither party shall be excused from performing any of its obligations under the Agreement, except for obligations directly affected by the dispute.

16.7 Expiry, termination or cancellation of the Agreement shall not affect any right or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations, warranties, confidentiality obligations, intellectual property rights and accrued rights.

Updated: Apr. 1, 2023

上海普洛钦国际贸易有限公司 一般采购条款

1. 基本规定

1.1 本基本采购条件适用于所有报价请求函、报价单和采购订单，并构成上述报价请求函、报价单和采购订单不可分割的一部分内容。客户据此明确拒绝适用供应商的其它基本条款、条件或规定。

1.2 在本文件中，协议一词是指第 2 条中所列的有约束力的合同；一方当事人的“关联方”是指通过直接或间接方式，由该当事人控制的任何公司、合资企业或者其它业务单位，或受该当事人控制的任何公司、合资企业或者其它业务单位，或者与该当事人共同受控于他方的任何公司、合资企业或者其它业务单位。在下述情形中，将视为某一单位已经“控制”了其它单位：前者有权主导（或者通过他方主导）其它单位管理或政策的权力，无论该权力是通过拥有表决权证券或者其它方式取得的在所不问；客户是指上海普洛钦国际贸易有限公司，或者签发采购订单或者报价请求函的任何关联方；货物是指采购订单中所列的产品、材料、液体、设备、设计、软件租赁物业、仓储货物以及其它所有供应的相关文档。采购订单是指由客户签发的订单，包括所有相关文档；服务是指根据采购订单规定需提供的服务和/或所有相关提交资料。供应商是指与客户签署协议的人员或单位。

2. 接受

2.1 本基本采购条件以及客户签发的相关采购订单中已经列明了服务供应和/或供应商向客户完成的产品交付的适用条款和条件，在供应商接受之时即对双方当事人具有约束力（有约束力等协议）。只有在已获客户书面接受的情况下，供应商就此所做的任何变更方才有效。供应商对任何部分采购订单的履行均构成供应商已经无条件地接受了该采购订单。

3. 商务条件

3.1 供应商应当按照本协议中所列的价格交付货物和/或履行服务。除另有其它相反规定外，所列价格：(i)属于固定价格，(ii)已经包含了所有税款、关税、征税、收费（包括许可费）和手续费，而且已经包含了其它所有费用。

3.2 除另有其它明确约定外，对于供应商所交付的产品和/或服务，客户应当按照供应商出具的发票中所列的金额付费，即应在收到发票之日后的当月结束日前的九十日内通过银行转帐方式付款，但前提是上述发票内容准确且双方对此无任何异议。

3.3 客户有权授权其任何关联方支付须由客户支付的款项。上述付款将免除客户就此须向供应商承担的相关付款义务。即使双方当事人对发票出现了任何争议，供应商也无权推迟履行其义务。对于供应商或其任何关联方向客户积欠的任何应付款项，客户有权将该应付款项与客户向供应商或其任何关联方应付的款项进行抵消。

3.4 如果服务是以付费方式提供的，供应商应当就其所有工作费用、开支和时间制作记录，并允许客户查阅该等记录。

4. 投诉

4.1 供应商应当针对本协议的履行遵守所有应适用的国内和国际法律、法规、规章、标准和命令，包括与国际贸易相关的所有适用法律、法规和规章，比如与禁运、进口和出口控制以及受制裁当事方清单相关的法律、法规和规章。

4.2 供应商据此明确保证：供应商对本协议项下产品以及根据本协议所供应的服务提交资料享有良好且可市销的所有权，包括向客户授予知识产权的权利。供应商已经取得了所有必要的许可、特许、最终用户声明以及任何其它文件（即，根据原产国、运输途徑和目的地国的要求，为了履行其义务所需的许可、特许、最终用户声明和其它文件），而且应当及时向客户告知其中存在的任何法律限制。

5. 按时

5.1 供应商据此保证：供应商应当毫不迟延和中断的完成产品和/或服务的供应。供应商在预期出现任何延迟之后，应当立即向客户发出通知。

6. 交货、产品的保证和验收

6.1 应当为交货提供充分包装。如果客户认为供应商的包装不足，或者发现交货中百分之五以上的包装在交货之时出现破损，无论是否在运输途中货物出现了毁损，客户均有权退货，而且客户还有权不接受货物，就此供应商应当退还客户已经做出的任何付款。

6.2 供应商应当及时向客户提交为了对货物进行适当安全运输、进出口清关、使用、装卸、加工和仓储所需的所有相关许可、文件、信息、规格书和指令文本，并附带提交通常需交付的所有分析证明/合格证明。一旦需要，所存储的客户产品应当按照原定数量、状态和条件

重新交付。

6.3 供应商据此保证产品具有适当的功能，并保证产品符合规格书和其它要求，是用良好材料和工艺制作的尚未使用过的产品，不存在任何缺陷，也未被设置任何留置权、产权负担、质押权或扣押权，而且能够适于预定用途。上述保证不视为已经排除了客户已经拥有或取得的任何其它保证和/或权利，而且是那个数保证将延适用于客户及其顾客。

6.4 供应商应当适当的向客户说明与产品相关的任何特别使用或处理要求。

6.5 供应商应当在完成货物验收之日或者对产品进行首次操作使用之日（以二者中时间最晚者为准）后的两年期限内，及时对所有相关产品进行维修或更换。针对经维修或更换的产品或部件，应当再给予两年的保修期，该保修期从完成维修或更换之日起算。一旦需要，供应商应当尽可能的将被更换产品免费的留于其客户处以供使用，直至供应商已经交付更换产品为止。就此保修期应当予以相应顺延，顺延的期限应当等于产品放置未使用的期限。

6.6 客户有权拒收下述任何产品，即：(i)未能在约定时间交货的产品，(ii)未能按照约定重量和/或数量交货的产品，(iii)包装不当或者包装出现破损的产品，或者(iv)存在其它缺陷的产品，该“缺陷”是指由供应商承担风险和责任的缺陷。上述拒收不得影响到客户针对因为供应商未能遵守协议规定而产生的任何损失或损害赔偿给予赔偿的权利。

6.7 所做的任何检查、测试、验收或付款不得免除供应商需承担的任何义务或保证。

7. 服务的性能和验收

7.1 供应商据此对服务的质量和成果予以保证。供应商应当根据本协议所列的要求和规格书履行服务，就此应当尽到适当的技能和注意义务，应当使用适当且良好维护的材料，并应当配备充分资质的人员。

7.2 只有所做的书面验收确认才构成对所履行服务的验收。

8. 所有权转移

8.1 在已于本协议规定的交货地点完成交货之后，产品以及服务提交资料的所有权将转移至客户。然而，如果客户未能在交货之前针对任何产品付款，该产品的所有权将直至完成付款之后才转移至客户。

8.2 租赁服务协议项下的产品所有权和风险仍应由供应商承享有/承担。

8.3 根据仓储协议所储存的客户产品的所有权仍由客户享有。在已经完成货物验收之时上述产品的风险将转移至供应商承担，直至已经将该产品交付给客户之时才予以结束。

8.4 供应商应当以可区分的方式保存用于生产和/或制造交付资料的任何原材料、半成品和成品交付材料。上述产品的风险应由供应商承担，直至已经完成验收之日为止。

9. 检查机会

9.1 供应商应当负责确保客户或其指定人员已经取得了相应的检查机会，能够对对产品或产品的生产流程进行检查和/或能够对履行本协议项下全部或部分服务的地点进行检查。

9.2 供应商应当以勤勉持续的方式，对产品和服务的质量进行控制和测试，并对产品生产、仓储和交付过程中的作业行为进行控制和测试。供应商应当确保客户或其指定人员有机会在任何时候参与对产品的测试和/或检查。

9.3 所做的检查和/或测试不得免除供应商根据本协议所承担的任何义务或责任。

10. 受控变更

10.1 对于与产品和/或服务（履行）相关的所有变更和/或改进（包括与（业务）流程、（原）材料（包括供应来源）相关的变更和/或改进）和/或会导致产品和/或服务规格书受到影响的其它任何变更而言，对该等变更和/或改进的执行需取得客户的事先书面批准。供应商应当事先将该等变更向客户发送通知，并确保客户能够对上述产品进行控制和测试。

11. 赔偿、责任和不可抗力

11.1 如果因为本协议，或者因为客户或其董事和员工（以下合称为“受偿方”）或者任何第三方对供应商产品的使用和/或销售，或者因为服务履行，或者因为受偿方或任何第三方对供应商服务的执行，导致受偿方遭受了任何实际或附带的损害、损失、人身伤害/死亡、费用和索赔，供应商均应就此向受偿方负责并免除受偿方因此产生的所有损失，但如果上述情形是因为客户的故意不当行为或者严重过失行为所致除外。

11.2 供应商应当对因为本协议履行而产生的所有税款和征税完全负责，并应当准确及时的缴纳该等税费；如果因为供应商的该等税款、纳税和缴税责任而由任何第

三方（包括政府机关）向受偿方提起了任何索赔和其它损害赔偿要求，供应商应当向受偿方给予赔偿。

11.3 在任何情况下，客户均无需对因为本协议而产生的任何间接损害（包括但不限于收入损失、利润损失或者其它附带损失或间接损失）负责。

11.4 在下述情形中，任何一方当事人均无需因其未能履行本协议而向对方当事人承担任何责任：该履约义务是因为发生相关事件而出现延迟、受到影响或者予以阻碍，该“相关事件”是指超出上述当事人控制范围之外的，并非是由上述当事人承担风险的而且上述当事人无法合理预见的事件（以下简称为“不可抗力”）；然而，主张不可抗力的当事人应当尽其所有合理努力的以何可行方法履行其义务。仅仅因为延迟供应材料、人员或设施不视为是不可抗力。如果不可抗力事件持续的时间长达三十日以上，客户有权通过发送书面通知的方式部分的终止或撤销本协议。在供应商无法履行其义务的任何期限内，客户有权从第三方购买类似产品和/或服务。受此影响的产品数量不计入任何（最低）产品数量的计算结果之中。

12. 保密

12.1 对于由客户提供的（或其他人代表客户提供的）任何信息而言，供应商应当对其保密，仅能由供应商用于本协议使用目的。仅能向供应商的员工披露信息，且该披露仅是在必要的范围内做出；但是如果供应商根据法院命令或者法定职责要求需披露上述信息的除外，而且就此供应商应当向及时向客户发出通知。经客户要求，供应商应当及时向客户退还所有上述信息。供应商不得保留任何上述信息文本。供应商应当对本协议内容严格保密。供应商或其员工应当按照要求签署一份保密协议。

13. 所有权和知识产权

13.1 对于向供应商披露的所有信息、财产或资料而言，均将属于客户所有。在未获客户事先书面同意的情况下，供应商不得使用或引用客户或其任何关联方的任何商标、商号、域名、专利、设计、版权或者其它知识产权。任何获准使用均需严格符合客户的指令以及本协议目的。

13.2 供应商据此保证：本协议项下的产品和/或服务不会单独或共同的导致对任何第三方的任何知识产权出现侵权或滥用。

13.3 供应商据此将通过当前和此后转让的方式，将所有相关知识产权、专有技术、版权和其它权益转让给客户，上述“知识产权、专有技术、版权和其它权益”是指由供应商开发的或者其他人代表供应商开发的、明确用于客户的或者按照客户指令使用的知识产权、专有技术、版权和其它权益。

13.4 对于专为客户开发的或者按照客户指令开发的软件（包括软件的源代码、子软件和文档）中所含的所有知识产权而言，均属于客户所有或者转让给客户。对于其它软件的知识产权而言，将属于供应商所有，供应商应向客户授予一项非独家的、不可转让的、不可撤销的、永久的且免许可费的许可，该许可范围不仅限于特定设备或场地。客户有权向其它关联方做出再许可。

14. 保险

14.1 供应商应当办理并维持能够涵盖与本协议相关的所有风险的保险单。经客户要求，供应商应当提供保险凭证证明，以证实供应商确实办理了保险，并向客户告知保险出现的任何变更。

15. 终止和暂停

15.1 如果(i)供应商已经被宣告破产，或者处于清算状态，或者已经停止或暂停了全部或任何重要部分业务经营，或者已经被法院命令或者预防性法律方案宣布进行清算，(ii)供应商未能遵守进口、出口或者化学品控制规章的规定，未能遵守与产品安全、健康、环境和安全相关的规定，(iii)供应商出现了根据第10条规定未获批准的变更情形。客户有权部分或全部的暂停其义务履行，或有权立即终止本协议，且该终止不得影响到客户要求支付损害赔偿金的权利，也不得影响到供应商需承担的任何赔偿或补偿义务。在出现上述终止之后，客户有权部分或全部的退还已经收到的产品和/或服务，并有权要求供应商退还因所有权转移而产生的退款。

16. 其它规定

16.1 如果本基本采购条件中任何条款出现非法或无效情形，其它条款不受此影响。双方当事人均同意以其它类似的重要条款替代上述无效或非法律条款，且该替代条款应当尽可能的反映出原条款的协议目的。

16.2 即使一方当事人未能要求对方当事人严格履行本协议项下的任何义务，也不得影响到该当事人此后再执行该等义务的权利；一方当事人对上述任何违约所做的弃权，不视为是对任何此前违约或此后违约均所做的弃权。除非是针对特定事项所作的不可撤销的书面弃权，其它任何弃权均不生效。

16.3 在未获客户书面同意的情况下，供应商不得将本

协议予以部分或全部转让。但即使做出该等同意，也不得免除供应商遵守本协议项下义务的职责，且供应商仍应遵守本协议项下义务。在已经及时向供应商发送通知之后，客户有权将本协议或其任何部分转让给其任何关联方。

16.4 无论本协议有任何规定，均不视为一方当事人已经成为对方当事人的代理人，也不得视为双方当事人之间已经建立了任何合伙关系、合资关系或者雇佣关系。

16.5 本协议将专门根据中华人民共和国法律予以管辖，就此不适用冲突法原则的规定。本协议不适用 1980 年 4 月 11 日在维也纳签署的《联合国国际货物销售合同公约》的规定。

16.6 对于因本协议和/或采购订单而产生的任何纠纷而言，如果双方当事人无法通过友好方式解决，其应提交至中国国际经济贸易仲裁委员会（以下简称“仲裁委”）进行专属管辖。该仲裁应根据仲裁委的仲裁规则在上海执行。在纠纷解决过程中，任何一方当事人均不得免除根据本协议履行任何己方义务的责任，但直接受该纠纷影响的义务除外。

16.7 本协议的失效、终止或撤销不得影响到任何相关权利或义务，即经明确规定或根据其性质判断需在本协议失效、终止或撤销之后继续有效的权利或义务，其包括但不限于本协议中的声明、保证、保密义务、知识产权和所产生权利。

Updated: Apr. 1, 2023