

APPENDIX B  
附件 B

STANDARD TERMS AND CONDITIONS OF  
PURCHASE OF GOODS AND SERVICES  
关于货物与服务采购的标准条款和条件

In these standard terms and conditions (“**Standard Terms**”):  
在本标准条款与条件（下称“**标准条款**”）中：

“**Acceptance Certificate**” has the meaning given in Clause 10.2;  
“**验收证明**”具有第 10.2 条规定的含义；

“**Contract**” has the meaning given in Clause 1.1;  
“**合同**”具有第 1.1 条规定的含义；

“**Existing IP**” has the meaning given in Clause 11.2;  
“**现有知识产权**”具有第 11.2 条规定的含义；

“**FCPA**” has the meaning given in Clause 22.2;  
“**FCPA**”具有第 22.2 条规定的含义；

“**Foreign Official**” has the meaning given in Clause 22.2;  
“**外国官员**”具有第 22.2 条规定的含义；

“**Goods**” means goods ordered by the Purchaser from the Supplier under a Purchase Order;  
“**货物**”是指采购方根据采购订单向供应商订购的货物；

“**Materials**” has the meaning given in Clause 16.1;  
“**材料**”具有第 16.1 条规定的含义；

“**Non-Compliant Goods**” has the meaning given in Clause 18.1;  
“**不合格货物**”具有第 18.1 条规定的含义；

“**Performance Guarantee**” has the meaning given in Clause 12.1;  
“**履约保函**”具有第 12.1 条规定的含义；

“**PO Price**” has the meaning given in Clause 5.1;  
“**采购订单价格**”具有 5.1 条规定的含义；

“**PRC**” means the People’s Republic of China, for the sole purpose of these Standard Terms, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the Taiwan region;

“**中国**”指中华人民共和国，仅为本标准条款之目的，不包括香港特别行政区、澳门特别行政区和台湾地区；

“**Project Schedule**” means the schedule of delivery of the Works under a Purchase Order;  
“**项目进度**”是指采购订单项下的工作交付进度；

“**Purchase Order**” means an order for Goods or Services placed by the Purchaser in accordance with these Standards Terms;

“**采购订单**”指采购方根据本标准条款下达的货物或服务订单；

“**Purchaser**” means Gradient International Holdings Pte Ltd or any of its related bodies corporate;

“**采购方**”是指 Gradient International Holdings Pte Ltd 或其任何相关法人团体；

“**Purchase Order Milestones**” has the meaning given in Clause 5.3;

“**采购订单阶段**”具有第 5.3 条规定的含义；

“**RMB**” has the meaning given in Clause 5.20;

“**人民币**”具有第 5.20 条规定的含义；

“**Services**” means any services to be provided by the Supplier under a Purchase Order;

“**服务**”指供应商根据采购订单项下约定提供的一切服务；

“**Special Terms and Conditions**” means, if any, written terms and conditions annexed in Appendix A to a Purchase Order that are:

“**特别条款与条件**”是指采购订单附件 A 中所附的书面条款与条件（如有），即：

- (a) different from or additional to the terms and conditions set forth in these Standard Terms, and  
不同于或附加于本标准条款中规定的条款与条件；以及
- (b) specially negotiated by the parties in reference to a Purchase Order;  
双方就采购订单进行的专门协商；

“**Supplier**” means the party on which a Purchase Order is placed;

“**供应商**”是指接收采购订单的一方；

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“**Technical Specifications**” means the technical specifications, if any, of the Works annexed in Appendix C to a Purchase Order;

“**技术规格**”是指采购订单附件 C 中所附的工作的技术规格（如有）；

“**User Information**” has the meaning given in Clause 15.5;

“**用户信息**”具有第 15.5 条规定的含义；

“**VAT**” has the meaning given in Clause 0;

“**增值税**”具有第 0 条规定的含义；

“**Warranty Period**” has the meaning given in Clause 17.1;

“**保修期**”具有第 17.1 条中规定的含义；

“**Works**” means collectively the supply of all labour, materials and performance of all tasks necessary to produce all of the deliverables specified in the Contract;

“**工作**”是指为完成本合同中规定的所有交付成果而提供的所有必要人工、材料和执行的所有任务的总称；

“**Works IP**” has the meaning given in Clause 11.1.

“**工作知识产权**”具有第 11.1 条规定的含义。

These Standard Terms are provided in both English and Chinese language. Both languages shall be binding. In the event of any discrepancy, conflict or contradiction between the two language versions, the English version shall prevail.

本标准条款以中文和英文两种语言规定，均具有约束力。两种语言版本之间如有任何差异、冲突或矛盾，应以英文版本为准。

## 1. FORM AND CONTENT OF THE CONTRACT

### 合同格式和内容

1.1 The contract (hereinafter the “**Contract**”) that shall govern the supply of Goods and Services by the Supplier to the benefit of the Purchaser shall consist of the documents quoted in decreasing order of priority as follows:

本合同应规范供应商为采购方的利益而提供的货物和服务（以下称“**合同**”），应由以下优先次序递减排列的文件组成：

1.1.1 Purchase Order;  
采购订单；

1.1.2 Special Terms and Conditions (Appendix A of the Purchase Order);  
特别条款与条件（采购订单附件 A）；

1.1.3 these Standard Terms;  
本标准条款；

1.1.4 the Technical Specifications (Appendix C of the Purchase Order).  
技术规格（采购订单附件 C）。

1.2 Any start of performance of the Contract and especially the fact of proceeding to the design, manufacture, delivery, invoice or supply of Goods and/or Services, shall be deemed to constitute the definitive acceptance of the terms and conditions of all of the documents of the Contract.

任何合同履行的开始，特别是进入设计、制造、交付、开具发票和/或提供货物与服务环节，都应代表对合同所有文件的条款与条件已明确接受。

1.3 All documents other than those covered in Clause 1.1 shall not be applicable between the parties to the Contract, unless otherwise stated in the Purchase Order.

除非采购订单中另有规定，第 1.1 条涵盖的文件以外的所有文件不适用于合同双方。

## 2. APPLICATION OF TERMS AND ORDERS

### 条款和订单适用

2.1 In consideration of the Purchaser placing a Purchase Order, the Supplier agrees to these Standard Terms, Special Terms and Conditions (if any) and Technical Specifications, which collectively apply to, and are incorporated into the Purchase Order to the exclusion of any other terms and conditions contained in any quotation, conditions of sale, letter or any other document of the Supplier, unless otherwise expressly agreed in writing by the parties.

作为采购方下达采购订单的对价，供应商应同意本标准条款、特殊条款与条件（如有）及技术规格，一同适用于并被纳入采购订单，且排除适用供应商的任何其他报价、销售条款、信函或任何其他文件中包含的任何其他条款和条件，除非双方另有明确书面约定。

2.2 Without prejudice to Clause 1.2, the Supplier must within seven (7) days of issuance of a Purchase Order:

在不影响第 1.2 条效力的情况下，供应商必须在采购订单发出后七（7）日内：

2.2.1 notify the Purchaser of its acceptance of the Purchase Order; or  
通知采购方接受采购订单；或

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- 2.2.2 notify the Purchaser of its refusal to accept the Purchase Order because it is unable to satisfy any of the terms of the Purchase Order (including by specifying which terms it is unable to satisfy and, where appropriate, alternative terms which it would be able to satisfy).  
通知采购方其因无法满足采购订单的任何条款而拒绝接受该采购订单（包括具体说明其无法满足的条款，并酌情列明其能够满足的替代性条款）。
- 2.3 Without prejudice to Clause 1.2, if the Supplier fails to notify the Purchaser in accordance with Clause 2.2, the Purchase Order is deemed to be accepted by the Supplier on these Standard Terms, Special Terms and Conditions (if any) and Technical Specifications.  
在不影响第 1.2 条效力的情况下，如果供应商未按照第 2.2 条通知采购方，则视为供应商基于本标准条款、特殊条款与条件（如有）及技术规格接受了采购订单。
- 2.4 The Supplier must supply Goods or Services in accordance with the terms of the Contract.  
供应商必须按照合同条款提供货物或服务。
- 2.5 Subject to the Purchaser bearing any reasonable cost increase, the Purchaser may revise a Purchase Order, including changing the delivery point or deferring the delivery date, by notice to the Supplier before the delivery date specified in the Purchase Order.  
在采购方承担任何合理的成本增加的前提下，采购方可在采购订单规定的交付日期之前通知供应商修改采购订单，包括变更交付地点或推迟交付日期。
- 2.6 The Purchaser may cancel a Purchase Order by at least five (5) business days' notice to the Supplier before the delivery date specified in the Purchase Order.  
采购方可在采购订单规定的交付日期之前至少提前五（5）个工作日通知供应商取消采购订单。
- 2.7 Capitalised terms used herein without definition shall have the meanings assigned to them in the Purchase Order.  
本标准条款中使用的但未定义的术语应具有采购订单中规定的含义。
- 3. MODIFICATIONS**  
**修改**
- 3.1 The Supplier shall accept any modification that the Purchaser may legitimately require of it as regards the subject of the Purchase Order, the Technical Specifications, or deadlines for performance. The related price may be adjusted in order to take into account the said modification, based on the rates and prices indicated in the Contract or, if these are not applicable, on the basis of what is fair and reasonable.

供应商应接受采购方可能合法要求对采购订单标的、技术规格或履行期限的任何修改。相关价格可根据合同中规定的费率和价格进行调整，以体现上述修改，如果费率和价格不适用，则应根据公平合理的原则进行调整。

- 3.2 Any modification to the Contract shall only be binding upon the parties if the said modification has been formalised through a written amendment to the Contract.  
对合同的任何修改仅在通过对合同的书面修订使之正式化的情况下对双方具有约束力。
- 4. TIME**  
**时间**
- 4.1 Where time for delivery or other action is specified in the Contract, time is of the essence in relation to the Supplier's obligations.  
如果合同中规定了交付或其他行动的时间，则时间是供应商履行义务的关键。
- 4.2 If the Supplier does not deliver Goods or Services on time in accordance with the Contract, the Purchaser may cancel the Purchase Order in whole or in part. The Purchaser is entitled to exercise its rights under this Clause 4.2 notwithstanding that it has acquiesced in any delay, unless a written extension of time has been granted to the Supplier by the Purchaser prior to the delivery date specified in a Purchase Order.  
如果供应商未根据合同按时交付货物或服务，采购方可全部或部分取消采购订单。即便采购方已默许了任何延期，采购方仍有权行使其在第 4.2 条项下的权利，除非采购方在采购订单规定的交付日期之前书面同意供应商延期。
- 4.3 The Supplier must notify the Purchaser as soon as it becomes aware that Goods or Services may not be delivered by the time specified in a Purchase Order and must use its best endeavours to provide the Purchaser with an alternative acceptable to the Purchaser. A notice under this Clause does not relieve the Supplier of its obligations or affect the Purchaser's rights under the Contract.  
一旦发现货物或服务可能无法在采购订单规定的时间内交付，供应商必须立即通知采购方，并尽供应商最大的努力向采购方提供采购方可接受的替代性方案。本标准条款项下的通知不免除供应商的义务或影响合同项下采购方的权利。
- 4.4 The Works shall be performed in accordance with the Project Schedule as set forth in the Purchase Order.  
工作应根据采购订单中规定的项目进度进行。
- 4.5 The Supplier shall strictly adhere to the Project Schedule and perform the Works with due diligence as set forth in the Purchase Order; in particular the Supplier shall:

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供应商应严格遵守项目进度，并根据采购订单的规定尽职地履行工作，特别是供应商应当：

- 4.5.1 commence the Works on the Commencement Date;  
在开工日开始工作；
- 4.5.2 deliver the Goods no later than by the Scheduled Delivery Date of Goods; and  
在不迟于货物的约定交付日交付货物；以及
- 4.5.3 perform the Services no later than by the Scheduled Performance Date of Services.  
在不迟于服务的约定履行日提供服务。

**5. PRICE AND PAYMENT  
价格和付款**

- 5.1 In consideration of the Works performed by the Supplier under the Purchase Order, the Purchaser shall pay a lump sum amount for the Goods and Services as described in the Purchase Order (the **"PO Price"**).  
作为供应商在采购订单项下履行工作的对价，采购方应根据采购订单中规定的货物和服务款项金额（下称**"采购订单价格"**）一次性支付。
- 5.2 Unless otherwise notified in writing by the Purchaser, all prices specified in a Purchase Order are fixed in Chinese Yuan (Renminbi, **"RMB"**).  
除非采购方另行书面通知，采购订单中规定的所有价格均应以人民币（下称**"人民币"**）计价。
- 5.3 The PO Price shall be paid in accordance with the Purchase Order Milestones as set forth in the Purchase Order (the **"Purchase Order Milestones"**).  
采购订单价格应按照采购订单中规定的采购订单阶段（下称**"采购订单阶段"**）支付。
- 5.4 The Purchaser is not responsible for the cost of any delivery charges, excises, duties, labelling, cases, crates or other packaging materials unless this is specified in a Purchase Order or agreed in writing by the Purchaser.  
除非采购订单中明确规定或经采购方书面同意，采购方不承担任何送货费、消费税、关税、标签、箱子、装箱或其他包装材料的费用。
- 5.5 All invoices for Goods or Services must bear the Purchase Order number. Unless otherwise specified in a Purchase Order, the Purchaser must pay the Supplier's invoice within sixty (60) days from the end of the month in which the invoice is received by the Purchaser.

所有货物或服务的发票必须注明采购订单编号。除非采购订单中另有规定，采购方必须在其收到发票当月底起六十（60）日内按照供应商的发票付款。

- 5.6 The Purchaser is entitled to set off from any amount owed by the Purchaser to the Supplier any amount the Supplier owes the Purchaser, whether under the Contract or otherwise, by delivery of a written notice to the Supplier.  
采购方有权向供应商发出书面通知，从采购方欠付供应商的任何款项中抵销供应商欠付采购方的任何款项，无论该等款项是否在合同项下所欠。
- 5.7 The Purchaser may withhold payment for Goods or Services supplied that it disputes in good faith until the dispute has been resolved. The Purchaser must notify the Supplier if it intends to rely on this Clause.  
采购方可以拒绝支付其有善意争议的货物和服务，直到争议得到解决。如果采购方有意依赖于本条款，则应通知供应商。

**6. DELIVERY  
交货**

- 6.1 Delivery of Goods will be made to the Purchaser's premises or such other delivery location specified in a Purchase Order.  
货物应交付至采购方场所或采购订单中指定的其他交货地点。
- 6.2 The Supplier is responsible for any extra costs involved in delivery if the Supplier's failure to comply with the Contract requires Goods to be sent by a more expeditious method than is usual.  
如果供应商未能遵守合同要求，以比通常方式更快捷的方式交付货物，则供应商应承担由此产生的任何额外费用。
- 6.3 Delivery of Goods is deemed to have occurred only when Goods have been unloaded at the delivery location and the delivery has been accepted by the Purchaser in accordance with the delivery terms specified in a Purchase Order.  
只有当货物已在交付地点卸货且采购方已根据采购订单中规定的交付条款接受交付后，方可视为货物的交付已经发生。
- 6.4 Performance of Services is deemed to have occurred only when a duly-authorized representative of the Purchaser has approved the Services in writing.  
只有当采购方的正式授权代表书面批准服务后，方可视为服务的履行已经发生。
- 6.5 A delivery docket quoting the Purchase Order number and any other information reasonably required by the Purchaser must accompany each delivery of Goods. The Purchaser may refuse to accept delivery of Goods without a delivery docket.

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每次货物交付时，必须附有载明采购订单编号和采购方合理要求的任何其他信息的交货记录。没有交货记录，采购方可拒绝接受交付的货物。

**7. PACKAGING AND SHIPPING****包装和运输**

7.1 The Purchaser is only responsible for returning cases or other durable packaging to the Supplier if this is specified in a Purchase Order. Such cases or packaging must be clearly marked "returnable" by the Supplier and display the Supplier's name and return delivery address. All costs incurred by the Purchaser in returning the cases and packaging must be borne by the Supplier. If the Supplier does not comply with the requirements of this Clause 7.1, the Purchaser is not responsible for the return of the cases or packaging.

如果采购订单中已有规定，采购方仅负责将包装箱或其他耐用的包装退还给供应商。该等包装箱或包装必须由供应商清楚地标明“可退回”，并显示供应商的名称和退货地址。采购方因退回包装箱或包装而产生的所有费用应由供应商承担。如果供应商未遵守本第7.1条的要求，采购方不负责退还包装箱或包装。

7.2 The Supplier must ensure that all Goods are secured and packed in a manner that protects them against damage and deterioration during transportation to the delivery location.

供应商必须确保所有货物的固定和包装方式能够保护其在运送至交付地点的过程中不受损坏和变质。

7.3 For Goods that involve shipping activities, at all times and irrespective of the agreed INCOTERMS, the Supplier shall mark, pack and/or crate the Goods worthy for sea or air transportation as the case may be in accordance with the delivery mode stated in the Purchase Order.

对于涉及运输的货物，无论任何时候，也无论对于《国际贸易术语解释通则》的适用性约定，供应商应根据采购订单中规定的交付方式对适于海运或空运的货物进行标记、包装和/或装箱（视具体情况而定）。

7.4 The Supplier shall be held liable for any loss and damage (including scratches) to the Goods which are due to improper or insufficient packing and/or crating.

供应商应对任何因不当或不充分的包装和/或装箱造成的货物损失和损坏（包括划伤）承担责任。

7.5 Unless otherwise stated by the Purchaser Order, the packing and/or crating costs are deemed to be included in the Purchase Order.

除非采购方在采购订单中另行说明，否则包装和/或装箱的费用应视为已包含在采购订单中。

7.6 The Supplier shall ensure the Purchase Order number, description of Goods, packing details such as weight, volume and quantity are all clearly indicated in the shipping documents.

供应商应确保采购订单编号、货物描述、包装细节例如重量、体积和数量均在运输文件中清楚地注明。

**8. TITLE AND RISK****所有权和风险**

8.1 Title and risk in Goods shall pass to the Purchaser on delivery in accordance with Clause 6.3, the Purchaser accepts no responsibility for any Goods that are not delivered in accordance with that Clause.

货物的所有权和风险应在根据第 6.3 条交付后转移至采购方，采购方对未按照该等条款交付的任何货物不承担任何责任。

8.2 The Supplier is responsible for all transport and unloading costs and must insure Goods to their full insurable value and with a reputable insurer, against all risks of damage or loss prior to delivery in accordance with Clause 6.3. Goods must be delivered free of any encumbrances.

供应商负责所有运输和卸货费用，且必须根据货物的全部可保价值向有信誉的保险公司就货物在交付前的所有损坏或灭失风险根据第 6.3 条投保。货物交付时不得有任何权利负担。

**9. PRE-DELIVERY INSPECTION AND TESTING****交付前的检验和测试**

9.1 The Purchaser, who may be accompanied by any person appointed thereby, may at any time during normal working hours make any inspection visit that it considers necessary to the premises where the Goods and/or Services are to be performed to monitor or inspect the performance by the Supplier of its contractual obligations.

采购方可以在其指定人员的陪同下，在正常工作时间内随时对履行货物和/或服务的场所进行其认为必要的检查性考察，以监督和检验供应商的履约情况。

9.2 The Supplier shall promptly remedy any defects notified relating to the Goods and/or Services during the abovementioned visits as well as any defect notified to it by the Purchaser concerning its performance.



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供应商应立即修正其已被告知的在上述检查中发现的与货物和/或服务有关的任何缺陷以及其履行义务方面的任何缺陷。

9.3 The Supplier shall inform the Purchaser in writing, with a minimum of seven (7) days' notice, of the date on which testing is to be performed. The Purchaser and any person appointed by it shall have the right to be present during the tests. The Supplier shall provide the Purchaser with official reports of the corresponding tests.

供应商应至少提前七（7）日书面通知采购方进行测试的日期。采购方及其指定的人员有权在测试过程中在场。供应商应向采购方提供相应测试的官方报告。

9.4 If the test results do not comply with the Technical Specifications and/or performance requirements, the Supplier shall immediately carry out the necessary measures to make the Goods or Services compliant and shall repeat the relevant testing at its sole expense, and under conditions that are compatible with the deadlines stipulated in the Contract.

如果测试结果与技术规格和/或履行要求不符，供应商应立即采取必要的措施，并在符合合同规定的最后期限内，自费重新进行相关测试以确保其货物或服务能达标。

9.5 Any inspection and testing performed shall not release the Supplier from its liability and shall not be considered as an acceptance of the Goods and/or Services by the Purchaser, the latter retaining all of its rights and contractual remedies.

任何检查和测试的实施不应免除供应商应承担的责任，也不应被视为采购方对货物和/或服务的接受，采购方保留其所有权利和合同救济措施。

**10. GOODS OR SERVICES SUBJECT TO ACCEPTANCE**  
**需要接受的货物或服务**

10.1 If the Purchase Order provides Acceptance Tests for Goods and/or the result of Services after their completion and/or delivery to the Purchaser, the acceptance shall only be considered as definitive when such tests have demonstrated the compliance of the Goods and/or the result of the Services to the requirements defined in Clause 9.

如果采购订单规定了货物和/或服务结果在完工和/或交付给采购方后的验收测试，只有该测试证明货物和/或服务结果符合第9条规定的要求时，该验收才被被认为是最终的接受。

10.2 Where the Contract provides for an acceptance procedure in the presence of both parties, at the end of such procedure, the parties shall sign an acceptance certificate if they agree on the compliance of the Goods and/or result of the Services with the requirements of Clause 9 (the "Acceptance Certificate"). Such Acceptance Certificate shall be produced in two (2) originals.

如果合同规定了双方都在场的验收程序，在该程序结束后，如果双方同意货物和/或服务结果符合第9条的要求，双方应签署一份验收证明书（“验收证明”）。该验收证明的原件应一式两（2）份。

10.3 Signature of the Acceptance Certificate without any reservations by the parties shall authorise the Supplier to invoice the Purchaser in accordance with Clause 5 on the acceptance date.

双方无保留地签署验收证明，即授权供应商根据第5条验收日到期应支付款项向采购方开具发票。

10.4 The Purchaser may pronounce the acceptance of the Goods and/or the result of the Services, subject to reservations for all or part of the Goods and/or the result of the Services in question depending on the circumstances at the sole discretion of the Purchaser and if the non-compliances are revealed to be of an insignificant nature, especially if they do not affect the safety and/or use of the Goods and/or their environment. The Supplier undertakes to remedy any non-compliances revealed in the Acceptance Certificate within the deadline that it is stipulated therein. In such case, all or part of payment due upon acceptance date may be withheld by the Purchaser until it has been established by both parties that the Goods and/or Services in question have been made compliant.

采购方可宣布接受货物和/或服务成果，也可以在情形并不严重，特别是不影响货物的安全和/或使用和/或其环境的情况下，根据采购方自行认定的情况对全部或部分货物和/或服务结果提出保留。供应商承诺在验收证明规定的期限内对验收证明中发现的任何不符合要求的情况进行纠正。在此情况下，采购方可扣留截至验收日到期应付的全部或部分款项，直至双方确认相关货物和/或服务合格为止。

**11. INTELLECTUAL PROPERTY**  
**知识产权**

11.1 The Supplier shall promptly disclose to the Purchaser in writing any and all ideas, conceptions, inventions, improvements, techniques, processes, or other valuable discoveries, whether patentable or not, and any original works of authorship, software, copyrightable materials, data, results, know-how, or other proprietary information that are conceived, developed, created, or acquired by Supplier (or its agents) solely or jointly with others in connection with the Supplier's performance of the Works (the "Works IP"). All copyrights, patents, trademarks, trade secrets, mask rights, or other intellectual property rights associated with any Works IP shall belong exclusively to the Purchaser and, with respect to works of authorship, shall be considered a work made for hire for the Purchaser. To the extent any Works IP is not considered a work made for hire, the Supplier agrees to assign and hereby assigns, and shall cause its employees and agents automatically to assign, at the time of creation of the Works IP, without any requirement of further consideration, any rights, title, or interest it or they may have in such Works IP, including any patents, copyrights or any other intellectual property rights pertaining thereto. Supplier shall cooperate (and shall cause its employees or agents to cooperate) in executing any documents and taking any other

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actions necessary or convenient to patent, copyright, assign to the Purchaser or otherwise perfect or protect such Works IP for the benefit of the Purchaser.

供应商应及时以书面形式向采购方披露由供应商（或其代理人）单独或与他方共同构思、开发、创造或获得的与供应商履行工作有关的所有想法、构思、发明、改进、技术、工序或其他有价值的发现（无论是否可申请专利），以及任何原创著作权作品、软件、可获得版权的材料、数据、成果、专有技术或其他专有信息（下称“**工作知识产权**”）。与任何工作知识产权相关的所有版权、专利、商标、商业秘密、屏蔽作品或其他知识产权应专属于采购方，且就著作权作品而言，应视为采购方的雇佣作品。在任何工作知识产权不被视为雇佣作品的情况下，供应商同意转让并在此转让，并应促使其员工和代理人在创作工作知识产权时自动转让其在该工作知识产权中可能拥有的任何权利、所有权或利益，包括任何专利、著作权或其他相关知识产权，而无需进一步支付任何对价。供应商应配合（并促使其员工或代理人配合）签署任何文件并采取任何其他必要的或适当的行动，以使该工作知识产权获得专利、版权、转让给采购方或为采购方的利益改进或保护该工作知识产权。

11.2 Each Party shall retain ownership of all of its ideas, conceptions, inventions, improvements, techniques, processes, or other valuable discoveries, whether patentable or not, and any original works of authorship, software, copyrightable materials, data, results, know-how, or other proprietary information that are conceived, developed, created, or acquired prior to entering into the Contract (“**Existing IP**”), regardless of whether the Existing IP is used within or to create the Works covered by the Contract. In the event that the Works requires the use of the Supplier's Existing IP, the Supplier hereby grants to the Purchaser a worldwide, fully paid up, perpetual, irrevocable, sublicensable, assignable, non-exclusive license to use the Supplier's Existing IP for whatever extent and purpose needed for the Works. Such license shall include, without limitation, the right to use and/or reproduce Supplier's operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature.

每一方应保留其所有想法、构思、发明、改进、技术、工序或其他有价值的发现，无论是否可获得专利，以及任何在本合同签订前构思、开发、创造或获得的原创著作权作品、软件、可获得版权的材料、数据、成果、专有技术或其他专有信息的所有权（下称“**现有知识产权**”），无论现有知识产权是否被用于或创造本合同涵盖的工作知识产权中。如果工作需要使用供应商的现有知识产权，供应商特此授予采购方一项世界范围内的、已全额付清的、永久的、不可撤销的、可再许可的、可转让的、非排他性的许可，以便在工作所需的任何范围和目的下使用供应商的现有知识产权。该许可包括但不限于使用和/或复制供应商的操作和维护手册、技术出版物、印刷品、图纸、培训手册和其他类似的支持文件和销售资料的权利。

11.3 The Supplier will not use or designate for use in connection with the Works any patented or patent-pending article, method or device which involves or requires

payment of any license fee or royalty not incorporated into the purchase price payable hereunder for such Works without the Purchaser's prior written approval. The Supplier agrees to indemnify the Purchaser against any cost or expense incurred in connection with the payment of any such license fee or royalty in the event that the Purchaser's prior approval is not obtained. The Supplier shall defend any suit or proceeding brought against the Purchaser based on a claim that any item or part of an item furnished by the Supplier under this Contract constitutes an infringement of any patent, trademark, service mark, copyright or any other intellectual property right, and shall pay all damages and costs awarded against the Purchaser or required to be paid in settlement of the claim. If the use of an item or part of an item is enjoined, the Supplier shall at its own expense either procure for the Purchaser the right to continue using the item or part or replace it with a non-infringing item or part or modify the item or part so that it becomes non-infringing.

未经采购方事先书面批准，供应商不得在工作中使用或指定使用任何已获专利的或正在申请专利的物品、方法或设备，且该等物品、方法或设备涉及或要求支付任何未纳入本合同项下应付价格中的许可费或使用费。如果未获得采购方的事先批准，供应商同意赔偿采购方与支付任何该等许可费或使用费有关的任何成本或费用。如果有他方主张供应商根据本合同提供的任何物品或物品的任何部分构成对任何专利、商标、服务商标、版权或任何其他知识产权侵权而对采购方提起的任何诉讼或法律程序进行抗辩，供应商应当为采购方进行辩护，并应支付采购方被判败诉或为解决索赔而被要求支付的所有损害赔偿金和费用。如果某一物品或物品的任何部分被禁止使用，供应商应自费为采购方争取继续使用该物品或部件的权利，或用非侵权物品或部件替换该物品或部件，或修改该物品或部件使其不再侵权。

## 12. PERFORMANCE GUARANTEE 履约保函

12.1 By way of security for the due performance of and observance by the Supplier of the Supplier's obligations for the Works, within fourteen (14) days of receipt of the Purchaser's written request, the Supplier shall procure the issuance of a letter of guarantee by a financial institution acceptable by the Purchaser and in line with the terms in the template annexed to these Standard Terms in Annexure A (the “**Performance Guarantee**”). The Performance Guarantee shall remain with the Purchaser until the expiry of the Warranty Period or extended Warranty Period.

作为对供应商适当履行和遵守其工作义务的保证，供应方应在收到采购方书面要求后的十四（14）日内，促使一家采购方可接受的金融机构出具符合本标准条款附件 A 所附模板条款的保函（下称“**履约保函**”）。履约保函应在保修期或延长的质量保证期期满之前一直保留在采购方处。

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12.2 The Purchaser may utilise the Performance Guarantee to make good any loss or damage sustained or likely to be sustained as a result of any breach of contract whatsoever by the Supplier, including any liquidated damages.

采购方可利用履约保函补偿因供应商任何违约而遭受或可能遭受的任何损失或损害，包括任何违约金。

12.3 The provisions of this Clause shall not affect the rights and remedies expressly reserved herein to the Purchaser or restrict the Purchaser from claiming loss, expense, costs or damages incurred or sustained or likely to be sustained by the Purchaser as a result of any breach of contract of whatsoever nature by the Supplier.

本条规定不应影响合同中明确保留给采购方的权利和救济，也不应限制采购方对因供应商任何性质的违约而遭受或可能遭受的损失、费用、成本或损害进行索赔。

12.4 If the Supplier fails or is unable to comply with Clause 12.1 for any reason whatsoever, the Purchaser has the right to withhold from the progress payments due to the Supplier the amount that would have been secured by the Performance Guarantee, until the Supplier complies with Clause 12.1.

如果供应商因任何原因未能或无法遵守第 12.1 条的规定，采购方有权从应付给供应商的进度付款中扣留已由履约保函担保的金额，直到供应商遵守第 12.1 条的规定。

12.5 Nothing in Clause 12.4 shall prejudice the Purchaser's other rights and remedies with regard to the Supplier's failure to submit or submit in a timely manner the requisite Performance Guarantee.

第 12.4 条的规定不应影响采购方因供应商未能提交或未能按时提交必要的履约保函而享有的其他权利和救济。

**13. CONFIDENTIALITY****保密**

The Supplier must keep the terms of the Contract and any other confidential information of the Purchaser (including all technical information and drawings, data, specifications, business data and other commercially valuable information) confidential and not disclose it to any other person except as required to fulfil the Contract, or use the Purchaser's confidential information in any manner which may cause injury or loss to the Purchaser or in any manner other than contemplated by the Contract. The obligations in this Clause 13 do not apply to confidential information which is lawfully in the public domain or required by law to be disclosed. The Supplier acknowledges and agrees that the Purchaser may freely disclose any information provided by the Supplier to its parent company, subsidiaries or affiliated companies.

供应商必须对本合同的条款和采购方的其他保密信息进行保密（包括所有技术信息和图纸、数据、规范、商业数据和其他具有商业价值的信息），除履行合同要求外，不得向

任何其他人披露，也不得以任何可能给采购方造成损害或损失的方式使用采购方的保密信息，或以任何非合同规定的方式使用采购方的保密信息。本第 13 条中的义务不适用于合法进入公共领域的保密信息或法律要求披露的保密信息。供应商理解并同意，采购方可以自由地将供应商提供的任何信息披露给其母公司、子公司或关联公司。

**14. LIQUIDATED DAMAGES****违约金**

14.1 If the Supplier fails to comply with the dates or deadlines for the delivery of the Goods and/or performance of the Services specified in the Contract, except for reasons solely attributable to the Purchaser, the latter is entitled to apply liquidated damages as set forth in the Purchase Order, without any further notice to the Supplier, from the moment any date or deadline has been reached.

如果供应商未能遵守合同中规定的交付货物和/或履行服务的时间或最后期限，除非是由于采购方单独的原因，采购方有权从任何时间或最后期限到达时起适用采购订单中规定的违约金，而无需向供应商作出任何进一步通知。

14.2 Subject to applicable laws, it is expressly agreed that these penalties as a result of the delay, shall be applicable without prejudice to any other rights and remedies of the Purchaser under the Contract.

受制于适用法律规定，双方明确同意，这些因延误导致的罚款不应损害采购方在合同项下的任何其他权利和救济措施。

14.3 The Supplier acknowledges and accepts that the loss or damage to be suffered by the Purchaser if the Works are not substantially completed within the time set forth in the Project Schedule or any extended time is likely to substantially exceed the liquidated damages calculated at the rate or rates in the Purchase Order and the Supplier shall therefore not be entitled to dispute such liquidated damages as being a penalty or that it is in excess of probable losses caused by the breach of contract which have been foreseen or ought to be foreseen by it when the contract is concluded.

供应商理解并接受，如果工作未能在项目进度中规定的时间内或任何延长的时间内实质上完成，采购方所遭受的损失或损害可能已远超过以采购订单中的比率计算的违约金。因此，供应商无权以该违约金是一种惩罚或超过了其在订立合同时预见到的或应当预见到的由违约可能造成的损失为由对该违约金提出争议。

**15. DRAWINGS, SPECIFICATIONS, DESIGNS AND SOFTWARES****图纸、规格、设计和软件**

15.1 If any specifications, technical data, drawings, designs and other materials in connection with the Contract are prepared by the Supplier, its employees or any other



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person commissioned by the Supplier for the purpose of fulfilling a Purchase Order, the Supplier must assign all intellectual property rights in these to the Purchaser, and take any action required by the Purchaser to give effect to this Clause, including obtaining any assignment from its employees or a third party.

如果与本合同有关的任何规格、技术数据、图纸、设计和其他材料是由供应商、供应商的员工或供应商委托的任何人为履行采购订单而准备的，供应商必须将这些文件中的所有知识产权转让给采购方，并采取采购方要求的任何措施以实施本条规定，包括从其员工或第三方处获得该等转让。

- 15.2 The Supplier must not copy or use any specifications, technical data, drawings, designs and other materials referred to in Clause 15.1 for any purpose other than fulfilling a Purchase Order.

供应商不得为履行采购订单以外的任何目的复制或使第 15.1 条中所述的任何规格、技术数据、图纸、设计和其他材料。

- 15.3 The Supplier is responsible for any errors or omissions in any specifications, technical data, drawings, designs and other materials referred to in Clause 15.1, regardless of whether they have been approved by the Purchaser.

无论采购方是否同意，供应商应对第 15.1 条中所述的任何规格、技术数据、图纸、设计和其他材料中的任何错误或遗漏负责。

- 15.4 The Supplier warrants that Goods manufactured, or Services performed in accordance with any specifications, technical data, drawings, designs and other materials referred to in Clause 15.1 comply with all relevant laws and regulations, including all product safety laws and standards.

供应商保证，根据第 15.1 条中所述的任何规格、技术数据、图纸、设计和其他材料生产的货物或履行的服务符合所有相关法律法规，包括所有产品安全法律和标准。

- 15.5 Any software delivered within the scope of the Contract or necessary for the operation of any Goods shall be embedded therein or provided to the Purchaser together with all licenses, code (unless deemed to be vendor proprietary code), superseded development versions, backups, data, instruction manuals, user guides and other information, materials or documentation relating to the installation, operation and use of such software (“User Information”).

在合同范围内交付的或任何货物操作所需的任何软件应嵌入其中或提供给采购方，连同所有许可证、代码（除非被视为软件供应商专有代码）、替代开发版本、备份、数据、说明书手册、用户指南以及其他与该软件的安装、操作和使用相关的信息、材料或文件（下称“**用户信息**”）。

- 15.6 The price of the Goods shall be deemed to include the price of the relevant software, licenses and the User Information. Any and all such software required for the due fulfilment of the Contract, whether newly developed by the Supplier or by modification to existing programs, shall be available to the Purchaser upon request.

货物的价格应被视为包括相关软件、许可证和用户信息的价格。履行合同所需的任何此类软件，无论是供应商新开发的还是对现有程序的修改，都应该能够在采购方要求时提供给采购方。

- 15.7 The Purchaser shall, at its discretion and without the Supplier's right to object, request said software and the Supplier shall provide the software within one (1) business day.

采购方可自行决定，要求供应商在一（1）个工作日内提供上述软件，且供应商无权反对。

- 15.8 All information, descriptions, specifications, drawings and data published or otherwise given by the Supplier in relation to Goods are true and accurate.

所有由供应商公布或以其他方式提供的与货物相关的信息、描述、规范、图纸和数据应是真实和准确的。

## 16. MATERIALS AND LABOUR

### 材料和人工

- 16.1 If specified in a Purchase Order that the Supplier is to manufacture or otherwise obtain from any other source, including the Purchaser, dies, tools, component parts, raw materials and patterns specifically for the purpose of manufacture or assembly of Goods (“Materials”), or in the case of general utility Materials where they are to be charged to the Supplier as a specific priced item:

如果采购订单规定供应商制造或以其他方式从包括采购方在内的任何其他来源处获得专门用于制造或组装货物的模具、工具、零部件、原材料和模型（下称“**材料**”），或在通用材料的情况下，如果材料是以特定价格项目向供应商收取费用，则：

- 16.1.1 title in the Materials (if not previously vested in the Purchaser) will vest in the Purchaser when they are obtained by the Supplier; and

材料的所有权（如果之前未归属于采购方）在供应商获得该等材料时归属于采购方；且

- 16.1.2 any price quoted by the Supplier for the Goods must include the price of Materials and, if no separately priced item is included in the quotation for Materials, the Supplier must not make any separate or further charge for Materials.

供应商对货物的任何报价必须包括材料的价格。如果材料报价中没有包括单独标价的项目，供应商不得对材料单独收费或进一步收费。

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- 16.2 The Supplier must, at any time on the Purchaser's request, immediately deliver to the Purchaser all Materials belonging to the Purchaser which are in the possession of the Supplier or any other person.  
经采购方在任何时候的要求, 供应商都应立即向采购方交付所有属于采购方的、但由供应商或任何其他人占有的材料。
- 16.3 The Supplier must not use, or permit any other person to use, the Materials for any purpose other than the fulfilment of the Contract.  
供应商不得为履行合同以外的任何目的使用或允许任何其他人使用材料。
- 16.4 The Supplier is responsible for ensuring the safekeeping, insurance and proper maintenance of all Materials belonging to the Purchaser until such time as they are provided to the Purchaser.  
供应商负责确保所有属于采购方的材料的保管、保险和适当维护, 直至该等材料交付给采购方。
- 16.5 Labour rates for all proposed personnel resource roles shall be provided in writing by the Supplier and agreed at the commencement of the Contract.  
所有拟担任的人力资源角色的人工费率应由供应商以书面形式提供, 并在合同开始时协商一致。
- 16.6 Labour rates shall not be subject to change for the duration of the Contract.  
人工费率在合同期内不得变更。
- 16.7 Material rates for all Materials required to complete the Works shall be provided in writing by the Supplier and agreed at the commencement of the Contract.  
完成工作所需的所有材料的费率应由供应商以书面形式提供, 并在合同开始时协商一致。
- 16.8 Material rates shall not be subject to change for the duration of the Contract. Material rates shall include, but not be limited to, cost per meter of pipe, diameter inches or cabling installation (the Supplier to provide breakdown for individual sizes, materials of construction, ratings, manufacturers), bracketry installation, instrument installation, hook ups, terminations, testing and labelling.  
材料费率在合同期内不得变更。材料费应包括但不限于每米管道、直径英寸或电缆安装费 (供应商将提供单个尺寸、施工材料、等级、制造商的明细)、支架安装费、仪器安装费、接线器安装费、连接、终端和标签费。
- 16.9 If a Purchase Order sets forth that any Materials are to be free issued by the Purchaser to the Supplier, the Supplier shall by seven (7) days' written notice to the Purchaser, acknowledge receipt and acceptance of such Materials per quantity, specification and condition as stated in the corresponding Purchaser Order.

如果采购订单规定采购方向供应商免费提供任何材料, 供应商应提前七 (7) 日书面通知采购方, 根据相应采购订单中规定的数量、规格和条件, 确认收到和接收该等材料。

**17. WARRANTIES**  
**保证**

- 17.1 Unless the Purchase Order provides otherwise, the contractual term of the warranty (the "Warranty Period") shall be:  
除非采购订单另有规定, 保修的合同期限 (下称“**保修期**”) 应为:
- 17.1.1 twelve (12) months from the date of the Acceptance Certificate; and  
自验收证明签发之日起十二 (12) 个月; 和
- 17.1.2 twenty-four (24) months as a maximum from the delivery of the Goods and/or performance of the Services at the Site.  
自现场货物交付和/或服务履行之日起, 最长不超过二十四 (24) 个月。
- 17.2 During the Warranty Period, the Supplier shall correct or replace, at its expense, any defect notified to it by the Purchaser, within a period not exceeding two (2) business days as from the written notification sent by the Purchaser. To this end, it shall apply the most appropriate solution between repair, replacement of the defective part in the Good, or re-design of the Good, after the Purchaser has consented thereto. Replacement, repair or re-design operations shall cover all of the Goods to be delivered in the context of a single Purchase Order, including spare parts. The Supplier shall also cover the costs relating to the logistics, disassembly and installation of the Goods on the Purchaser's or client's equipment, depending on the case. Any replacement or repair, even partial, of/to a Good affected by a defect shall give rise to the application of a new Warranty Period covering the Good concerned for a period of twenty-four (24) months from the date of the repair or replacement.  
在保修期内, 供应商应自采购方发出书面通知之日起不超过两 (2) 个工作日内, 自行承担费用对采购方通知的任何缺陷进行维修或更换。为此, 供应商应在获得采购方同意后, 在对货物中的缺陷部分进行维修、更换或重新设计之间, 采取最适当的解决方案。更换、维修或重新设计工作应包括在同一采购订单中交付的所有货物, 包括备件。供应商还应负责物流、拆卸和将货物安装在采购方或客户设备上的相关费用, 视具体情况而定。对存在缺陷的货物进行任何更换或维修, 即使是部分更换或维修, 相关货物应适用新的保修期, 即自维修或更换之日起二十四 (24) 个月。
- 17.3 Furthermore, the Supplier undertakes to ensure subject to further the Purchaser's orders, that the Goods will remain available, as well as depending on the case, their subsets, components or spare parts, in compliance with the Technical Specifications and this shall be for a period of thirty (30) years from the date of the Purchase Order. Should

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the Supplier be unable to fulfil such a commitment, it undertakes to transmit to the Purchaser, free of charge, all of the drawings, specifications documentation, specific tools, documents and other information, regardless of the medium they are on, in order to enable the Purchaser to find an alternative source of manufacture, sale, repair and/or maintenance relating to the Goods, their sub-sets, components or spare parts.

此外，供应商承诺，在采购方进一步下达订单的前提下，确保货物及其子设备、组件或备件（视情况而定）在符合技术规格的前提下仍可获得，该等期限是自订单之日起三十（30）年有效。如果供应商不能履行该等承诺，供应商承诺将免费向采购方转让所有图纸、规格文件、专用工具、文件和其他信息，无论其所使用的媒介是什么，以便采购方能够就货物及其子设备、组件或备件找到替代生产、销售、维修和/或保养的来源。

**17.4 The Supplier warrants that during the Warranty Period:**

供应商保证在保修期内：

17.4.1 all Goods supplied under a Purchase Order: (i) are of good and satisfactory quality, (ii) fit for their purpose or for any specific purpose the Purchaser has communicated to the Supplier; (iii) conform to any sample of a Good provided to the Purchaser; (iv) are made with high-quality materials; (v) are free from any hazardous substances referred to in articles 4 and 6 of the European Directive 200295/EC; (vi) comply with all relevant US, European and PRC laws and regulations concerning the Goods and the laws and regulations of the country to which they are being delivered, including those relating to the restriction or prohibition of the use of certain substances; (v) will not infringe any intellectual property right of any third party, either on their own or in combination with any foreseeable services, equipment and/or software; and (vii) are made with relevant best industry practice and the highest level of care, skill and diligence; and  
采购订单项下提供的所有货物：（i）良好且令采人满意的质量；（ii）适合其用途或采购方已告知供应商的特定用途；（iii）与提供给采购方的货物样品相符；（iv）由高质量材料制造；（v）不含欧洲 200295/EC 指令第 4 条和第 6 条提及的任何有害物质；（vi）符合所有与货物有关的美国、欧洲和中国的法律法规，以及接收货物国家的法律法规，包括与限制或禁止使用某些物质相关的法律法规；（v）不会侵犯任何第三方的知识产权，包括该等知识产权本身或与任何可预见的服务、设备和/或软件结合使用；以及（vii）以相关的最佳行业惯例和最高水平的谨慎、技能和勤勉制造；

17.4.2 all Services provided under a Purchase Order are supplied in accordance with best industry practice and performed with the highest level of skill, care and diligence; and

采购订单项下提供的所有服务均按照最佳行业惯例并以最高水平的技能、谨慎和勤勉履行；以及

17.4.3 it, its officers, employees, agents and contractors have the necessary experience, skill and ability to properly fulfil its obligations under each Purchase Order.

供应商及其管理人员、员工、代理人和承包商具有适当履行采购订单项下义务的必要经验、技能和能力。

17.5 The Supplier shall transfer to the Purchaser upon request any transferable warranties or indemnities given by the manufacturer of any commercial items used in the manufacture of the Goods or that are given by third-party vendor/service provider to the Supplier.

供应商应将生产货物中使用的任何商业产品的制造商或第三方供应商/服务提供商给予供应商的任何可转让的保证或赔偿转让给采购方。

**18. NON-COMPLIANT GOODS****不合格货物**

18.1 In this Clause 18, “Non-Compliant Goods” means Goods that are not supplied in accordance with the terms of a Purchase Order.

在本第 18 条中，“不合格货物”是指未根据采购订单的条款提供的货物。

18.2 If the Supplier supplies any Non-Compliant Goods, without limiting the Purchaser's rights:

如供应商提供任何不合格货物，在不限制采购方权利的情况下：

18.2.1 the Purchaser may notify the Supplier that it rejects the Non-Compliant Goods, giving details of the non-compliance;

采购方可通知供应商其拒收不合格货物，并提供不合格货物的详细情况；

18.2.2 the Purchaser may, at the Supplier's cost, dispose of or destroy the Non-Compliant Goods, return them to the Supplier or require the Supplier to dispose of or destroy the Non-Compliant Goods; and

采购方可处理或销毁不合格货物、将不合格货物退还给供应商或要求供应商处理或销毁不合格货物，由此产生的费用由供应商承担；

18.2.3 if requested by the Purchaser, the Supplier must give the Purchaser a credit for the Non-Compliant Goods or repair or replace the Non-Compliant Goods within a period specified by the Purchaser.

如采购方要求，供应商必须就不合格货物向采购方退款，或在采购方指定的期限内对不合格货物进行修理或更换。

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18.3 The Supplier must comply with all lawful and reasonable requests of the Purchaser in connection with any product recall of Goods.

供应商必须遵守采购方在货物召回过程中提出的所有合法且合理的要求。

**19. LICENCES AND PERMITS****证照和许可**

If the fulfilment of the Purchase Order requires the Supplier to have any licence or other permit from any government or other authority, the Supplier must ensure that it holds such licence or permit.

如对采购订单的履行要求供应商从任何政府或其他机关获得任何证照或许可，供应商必须确保其持有该等证照或许可。

**20. COMMUNICATIONS****通讯**

The Supplier must not communicate directly with any authority in relation to the Purchaser, any of its related bodies corporate, the Goods or the Services without the Purchaser's prior written approval except as required by law, nor may it refer to the name of the Purchaser or the Goods or Services for its own promotional, advertising or publicity purposes without the Purchaser's prior written approval.

未经采购方事先书面同意，供应商不得与和采购方、其任何关联法人团体、货物或服务有关的任何机构直接进行联络，但法律要求的除外；未经采购方事先书面同意，供应商不得为促销、广告或宣传的目的，提及采购方、货物或服务的名称。

**21. SUB-CONTRACTORS****分包商**

The Supplier must not, without the prior written consent of the Purchaser, subcontract any of its obligations under a Purchase Order. Any subcontracting of its obligations under this Clause 21 does not relieve the Supplier of any of its obligations under the Contract. 未经采购方事先书面同意，供应商不得将其在本合同下的任何义务分包。供应商在本第 21 条项下所作的任何分包并不免除供应商在采购订单或本标准条款项下的任何义务。

**22. COMPLIANCE WITH DIRECTIONS AND LAWS****遵守指令和法律**

22.1 The Supplier must comply with all reasonable and lawful directions of the Purchaser (including but not limited to the directions under the Purchaser's Business Integrity Program (which may be found at: <https://www.gradient.com/business-integrity-program/>))

and all applicable laws, regulations, requirements of any relevant authority and requirements of any industry codes of practice and the Purchaser's corporate business principles from time to time (as notified to the Supplier) when performing its obligations under a Purchase Order, including all laws relating occupational health and safety and the environment.

在履行其在采购订单项下的义务时，供应商必须遵守采购方的所有合理且合法的指令（包括但不限于采购方的商业诚信计划项下的指令（详见于 <https://www.gradient.com/business-integrity-program/>））以及所有适用的法律、法规、任何相关机构的要求和任何行业行为规范的要求以及采购方不时制定的公司经营原则，包括所有有关职业健康和及安全及环境的法律。

22.2 The Supplier undertakes to the Purchaser that it shall, and shall cause each of its affiliates, directors, officers, managers, employees, representatives and agents to comply with all applicable laws relating to anti-bribery and anti-corruption and represents to and assures the Purchaser that it is familiar with the requirements of the UK Bribery Act 2010, the United States Foreign Corrupt Practices Act ("FCPA"), the PRC Criminal Law, the PRC Anti-Unfair Competition Law and any analogous law of Singapore, the European Union, the PRC and any other jurisdiction in which the Works are carried out and any similar applicable laws relating to anti-bribery and anti-corruption, that it has not and will not violate such laws, and that it neither has nor will offer, make, or agree to make, directly or indirectly, any gift or payment of any kind or any political contribution to any persons, including but not limited to:

供应商向采购方承诺，其应遵守并应促使其每一关联方、董事、管理人员、经理、员工、代表和代理遵守所有与反贿赂和反腐败相关的适用法律，并向采购方陈述和保证，供应商熟悉英国 2010 年反贿赂法、美国反海外腐败法（下称“FCPA”）、《中华人民共和国刑法》、《中华人民共和国反不正当竞争法》、和新加坡、欧盟、中国和其他任何实施工作的司法管辖区的任何相似法律以及与反贿赂和反腐败相关的任何类似的适用法律的要求，并且供应商过去和将来均未违反该等法律，其过去和将来均未提出、给予或同意给予任何人任何形式的礼物或付款或任何政治献金，包括但不限于：

22.2.1 officer or employee of a foreign government or any department, agency, or instrumentality thereof;  
外国政府或其任何部门、机构或执行机构的官员或雇员；

22.2.2 officer or employee of a government or organization associated with a government, including any state-owned commercial enterprise and public institution;  
政府或与政府有关的组织的官员或雇员，包括任何国有商业企业和事业单位；



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- 22.2.3 person acting in an official capacity, or administering or supervising public affairs for or on behalf of any government or department, agency, instrumentality, or public institution;  
以官方身份行事, 为或代表任何政府或任何部门、机构、执行机构或公共机构管理或监督公共事务的人;
- 22.2.4 officer or employee of a public international organization (including the United Nations, the World Bank, or the International Monetary Fund);  
公共国际组织 (包括联合国、世界银行或国际货币基金组织) 的官员或雇员;
- 22.2.5 official or employee of a foreign political party or candidate for office; or  
外国政党的官员或雇员或公职候选人; 或
- 22.2.6 individual with ties to a government agency who maintains some government decision-making authority,  
与政府机构有联系, 拥有部分政府决策权力的个人,

(each a “**Foreign Official**”), or any officer or employee of other enterprises and entities, in connection with efforts to secure any governmental approvals or otherwise in order to obtain or retain business, or in order to secure any improper advantage on behalf of, or for the benefit of, the performance of its obligations under the Contract.

(以上任一项均称为“**外国官员**”), 或其他企业和实体的任何官员或雇员, 以努力获得任何政府批准, 或其他目的是获得或保留业务, 或目的是代表履行本合同项下义务或为履行本合同项下义务的利益获得任何不正当利益。

- 22.3 Any payment, offer of payment, or agreement to make a payment that is contrary to the laws of England and Wales, the United States of America, Singapore or the European Union, the PRC or the laws of the country in which it is made, or any other payment in conflict with this Clause 22, will constitute a material breach of this Contract.  
任何违反英格兰和威尔士法律、美国法律、新加坡法律、欧盟法律、中国法律或付款所在国法律的付款、付款要约或付款协议, 或任何与本第 22 条冲突的付款, 将构成对本合同的重大违约。
- 22.4 Should the Supplier ever receive, directly or indirectly, a request from any official or employee (including those of the Purchaser) that it believes will or might constitute a violation of the UK Bribery Act 2010, the FCPA, the PRC Criminal Law, the PRC Anti-Unfair Competition Law, or other applicable laws relating to anti-bribery or anti-corruption, the Supplier must immediately notify the Purchaser.  
如果供应商直接或间接收到任何官员或雇员 (包括采购方的官员或雇员) 的要求, 且供应商认为该要求将违反或可能违反英国《2010 年反贿赂法》、FCPA、《中华人民共和国

国刑法》、《中华人民共和国反不正当竞争法》或其他有关反贿赂或反腐败的适用法律, 则供应商必须立即通知采购方。

- 22.5 Notwithstanding any other provision of this Contract to the contrary, the Supplier shall indemnify, defend and hold the Purchaser harmless from and against any and all losses and investigation costs of whatever nature incurred by the Purchaser as a result of its breach of this Clause 0.  
无论本合同是否有任何其他相反的规定, 供应商应赔偿采购方因其违反本第 22 条而遭受的任何性质的任何损失和调查费用, 为采购方辩护并使采购方免受损害。

**23. INDEMNITY  
赔偿或补偿**

- 23.1 The Supplier shall indemnify, defend and hold harmless the Purchaser and its directors, officers, employees and agents against all claims, damages, liabilities, losses, charges, costs, payments and expenses (including, attorney's fees and expenses in connection with any action, suit or proceedings), direct or indirect, actual or consequential, incurred by any of them arising out of:  
供应商应赔偿采购方及其董事、管理人员、员工和代理因下列事项而遭受的直接或间接、实际或后果性的所有索赔、损害、责任、损失、收费、成本、支出和费用 (包括律师费和与任何诉讼、起诉或法律程序相关的费用), 为其辩护并使其免受损害:
- 23.1.1 any breach or non-compliance by the Supplier of any representation, warranty or obligation under the Contract;  
供应商违反或不遵守本合同项下的任何陈述、保证或义务;
- 23.1.2 any infringement or damages to property rights (including intellectual property rights) or personal injuries arising from or in connection with the performance of the Contract;  
因履行本合同引起的或与之相关的任何侵犯或损害财产权利 (包括知识产权) 或人身伤害;
- 23.1.3 any challenge to the Purchaser's right, title and interest in the Goods, the Materials, or the Works IP or any portion thereof; and  
就采购方对货物、材料或工作知识产权或其任何部分的权利、所有权和利益的任何质疑; 以及
- 23.1.4 any act or omission of the Supplier or its directors, officers, employees, contractors or agents in connection with the Goods, the Services or the performance of the Contract.

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供应商或其董事、管理人员、员工、承包商或代理与货物、服务或本合同的履行有关的任何作为或不作为。

**24. TERMINATION ON SUPPLIER'S DEFAULT**  
**因供应商违约的终止**

24.1 Without prejudice to any other rights or remedies to which it may be entitled, the Purchaser may terminate a Contract by notice to the Supplier if:

如果发生以下情况，在不减损采购方可能享有的任何其他权利或救济的情况下，采购方可以向供应商发出通知终止本合同：

24.1.1 the Supplier ceases or threatens to cease to carry on business;  
供应商停止或预示即将停止其业务；

24.1.2 the Supplier becomes bankrupt, insolvent or goes into liquidation (whether voluntary or otherwise);  
供应商破产、无力偿还债务或进入清算程序（无论是否为自愿或其他原因）；

24.1.3 the Supplier has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme or arrangement with creditors or suffers any other form of external administration;  
供应商自身或其任何部分资产受一位指定托管人或托管人兼管理人的管理、与债权人订立了破产计划或安排、或受到任何其他形式的外部托管；

24.1.4 any event occurs which, in the Purchaser's reasonable opinion, has a material adverse effect on the Supplier's business or financial condition and on the ability of the Supplier to perform its obligations under the Contract;  
任何采购方合理认为的，发生的对供应商业务或财务状况以及供应商履行本合同能力存在重大不利影响的事件；

24.1.5 the Supplier commits any breach of its obligations under the Contract and fails to remedy such breach within 7 days of receipt of notice from the Purchaser requiring it to do so; or  
供应商违反其在本合同下的任何义务，并且在收到采购方要求其补救的通知后七（7）日内未能补救该等违约行为；或

24.1.6 the Supplier commits a breach of its obligations under the Contract which is incapable of remedy.  
供应商违反其在本合同下的义务，并且无法补救。

24.2 The Purchaser reserves the right to suspend the performance of the Contract at any time through notification made by registered letter to the Supplier. In such a case, the Supplier may claim compensation that shall be restricted to the additional expenditure duly proven that has been directly caused by the suspension, to the exclusion of any indirect damage including loss of profit.

采购方保留在任何时候以挂号信的形式向供应商发出通知，中止履行本合同的权利。在此情况下，供应商有权要求赔偿，但赔偿应限于经适当证明的由中止履行直接导致的额外支付，不包括任何间接损失（含利润损失）。

24.3 The Purchaser may terminate the Contract for convenience with at least fifteen (15) days' notice, merely by sending a registered letter to the Supplier.

采购方可以至少提前十五（15）日发出通知任意解除本合同，只需向供应商发送一封挂号信即可。

24.4 The Purchaser may terminate the Contract if there is a corresponding contract that exists between the Purchaser and the end-user of the Goods and/or Services and that such contract is terminated.

如果采购方与货物和/或服务的最终用户之间存在相应的协议且该协议已经终止，则供应商可以终止本合同。

24.5 In the circumstances covered in Clauses 24.3 and 24.4 above, the Supplier may claim compensation from the Purchaser on condition that it has complied with its contractual obligations, representing direct, reasonable and justified costs, legitimately incurred in the performance of the Contract until the termination thereof and that the Supplier shall otherwise have no other reasonable means of avoiding or recovering them. In no case may this compensation exceed the PO Price of the Contract.

在上述第 24.3 条和第 24.4 条规定的情况下，供应商可以向采购方要求赔偿，前提是供应商已经遵守了其合同义务，该赔偿应是采购方在履行合同过程中合法发生的直接、合理和正当的费用，直至合同终止，且供应商没有其他合理方式避免或恢复该等费用。但在任何情况下，该赔偿均不得超过本合同的采购订单金额。

24.6 The Supplier shall introduce into its own purchase orders or sub-contracting contracts linked to the Contract, similar provisions to those contained above in order to minimise the potential financial impact of the application thereof.

供应商应在其与本合同相关联的采购订单或分包合同中引入与上述条款类似的条款，以最大限度地减少上述条款的适用所带来的潜在财务影响。

**25. VAT**  
**增值税**

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All prices quoted in a Purchase Order are inclusive of Value-added Tax ("VAT") and any other applicable taxes in the place where the Goods are delivered or Service performed unless otherwise stated. In relation to any VAT payable for a taxable supply under these Standard Terms, the recipient of the supply must pay the VAT subject to the Supplier providing a valid tax invoice (including the VAT Fapiao, as applicable). The terms used in this Clause 25 shall refer to the definitions under the Provisional Regulations of the People's Republic of China on Value-added Tax (2017).

除非另有说明，采购订单中的所有报价均含增值税（下称“**增值税**”）及其他任何货物交付或服务提供地适用的税费（除非另有约定）。对于本标准条款项下的应税销售行为所应缴纳的任何增值税，该等销售行为的接受方必须以供应商提供有效税务票据为条件（包括增值税发票，如适用）支付增值税。本第25条中使用的术语应参见《中华人民共和国增值税暂行条例（2017）》中的定义。

### 26. FORCE MAJEURE 不可抗力

Neither party will be liable for a failure to perform its obligations under a Purchase Order if such failure was caused by unforeseeable objective circumstances beyond the party's reasonable control, except that labour and industrial disputes (including disputes between the Supplier and its own employees) and lack of Goods, equipment or materials will not be taken to be matters outside the control of the Supplier.

对于因不可预见且超出任何一方合理控制的客观情况导致的未能履行采购订单项下的义务，任何一方均不应承担责任，但劳动和劳资纠纷（包括供应商与其员工之间的纠纷）以及货物、设备或材料短缺不应被视为供应商无法控制的事项。

### 27. INSURANCE 保险

27.1 Unless otherwise provided in a Purchase Order, the Supplier shall provide and maintain during the term of this Contract, at the Supplier's expense, the minimum limits of insurance listed below:

除非采购订单另有规定，否则在本合同期间，供应商应自费提供和维持以下所列的最低限额的保险：

27.1.1 Workers' compensation, disability benefit, and employer's liability insurance (as applicable) in at least the minimum amounts required by and in compliance with the laws of the country where the Works is performed.  
劳工赔偿保险、残疾保险和雇主责任保险（如适用），至少应符合工作履行地法律的最低要求。

27.1.2 Commercial general liability insurance, including contractual liability, completed operations, hazards and explosion, collapse and underground hazard coverage with a limit of not less than RMB5,500,000.00 per occurrence and RMB11,000,000.00 aggregate. All such insurance policies shall provide coverage for: (a) damage to above-ground or underground property; (b) collapse of structures; (c) damage resulting from explosion or blasting; (d) damages or losses arising out of liabilities assumed, except infringement, under the indemnity provisions of this Contract; and (e) damage to completed operations.

商业综合责任险，包括合同责任险、完工操作责任险、危险及爆炸、倒塌和地下危险险，每起事故赔偿限额不低于人民币 5,500,000.00 元，总额不低于人民币 11,000,000.00 元。所有该等保单均应承保以下各项：（a）地上或地下财产的损害；（b）建筑物倒塌；（c）爆炸或爆破造成的损害；（d）根据本合同的赔偿条款应承担的责任（侵权除外）造成的损害或损失；及（e）完工操作的损害。

27.1.3 If the Works to be performed are within or near a railroad right-of-way and other railroad facilities, the Supplier's insurance shall not include any exclusions of coverage for any claims or liabilities associated with the Works, occurrences or incidents occurring within 50 feet of railroad right-of-way and other railroad facilities.

如果待履行的工作位于铁路专用道或其他铁路设施内或附近，则供应商的保险不得包括与铁路专用道和其他铁路设施 50 英尺范围内发生的工作、事故或事件相关的任何索赔或责任的免责条款。

27.1.4 Automobile liability insurance covering owned, non-owned, and hired vehicles used by the Supplier in connection with the Works with a limit of not less than RMB5,500,000.00 per accident combined single limit, RMB5,500,000.00 aggregate.

机动车责任险，承保供应商使用的与工作有关的自有、非自有和租用车辆，每起事故综合单项赔偿限额不低于人民币 5,500,000.00 元，总额不低于人民币 5,500,000.00 元。

27.1.5 Excess umbrella liability insurance extending coverage under the Supplier's comprehensive general, automobile and employer's liability insurance policies with a limit of RMB11,000,000.00 per occurrence and in the aggregate.

超额伞形责任险，扩大供应商的一般综合险、机动车险和雇主责任险项下的保险，每起事故限额和总额限额均不低于人民币 11,000,000.00 元。

27.2 If professional services, including but not limited to engineering, architectural, laboratory analyses and/or surveying services, are part of the Works, professional liability insurance with a limit of not less than RMB5,500,000.00 per claim, RMB5,500,000.00 aggregate. The Supplier at its cost, agrees to maintain such

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professional liability insurance meeting these requirements for a period of two (2) years after the date of this Contract.

如果工作的一部分涉及专业服务，包括但不限于工程、建筑、实验室分析和/或测量服务，则职业责任险的每项索赔限额应不低于人民币 5,500,000.00 元，总额不低于人民币 5,500,000.00 元。供应商同意自本合同签署之日起的两（2）年内自费维持该等职业责任险，并满足上述要求。

27.3 If the Works involves the handling or use of chemicals or contaminants or work areas containing pollutants or hazardous materials, pollution liability with a limit of not less than RMB5,500,000.00 per incident, RMB5,500,000.00 aggregate to coverage damage or losses relating to environmental impairment as may have been caused by the Supplier. 如果工作涉及化学品或污染物的处理或使用，或涉及污染物或有害材料的工作区域，则污染责任险每起事故限额不低于人民币 5,500,000.00 元，总额不低于人民币 5,500,000.00 元，以覆盖可能由供应商造成的与环境损害有关的损失或损害。

27.4 If requested by the Purchaser, the Supplier shall (i) provide the Purchaser with a certificate of insurance indicating that the minimum types and limits of insurance have been procured by the Supplier and (ii) cause its insurers to provide a policy provision providing Purchaser with a minimum of thirty (30) days written notice prior to the effective date of cancellation of, or diminution in the coverage provided by, any and all such policies.

如果采购方要求，供应商应（i）向采购方提供一份保险凭证，说明供应商已经满足了最低的保险种类和限额；（ii）促使其承包人提供一份保单，规定在任何该等保单被取消或所提供的保险范围被缩减的生效日期前至少提前三十（30）日书面通知采购方。

27.5 If requested by the Purchaser, the Supplier agrees to name "Gradient International Holdings Pte Ltd" as an additional insured on all policies (with the exception of the workers' compensation, employer's liability, and any professional liability policy). The Supplier shall provide copies of such endorsements.

如果采购方要求，供应商同意将“Gradient International Holdings Pte Ltd”在所有保单项下（劳工赔偿保险、雇主责任险和任何职业责任险除外）加注为附加被保险人。供应商应提供该等加注的复印件。

27.6 If requested by the Purchaser, the Supplier shall cause the underwriters of each of the insurance coverages required above to waive all rights of subrogation against "Gradient International Holdings Pte Ltd, its client and their affiliates, directors, officers, employees, and agents" where allowed by law under each of the foregoing policies.

如果采购方要求，供应商应促使上述各项保险的承保人放弃上述各项保单项下法律允许的针对“Gradient International Holdings Pte Ltd、其客户及其关联公司、董事、管理人员、员工和代理人”的代位求偿权。

27.7 Upon request the Supplier shall provide the Purchaser with certified copies of its insurance policies.

在采购方要求下，供应商应向采购方提供其保单的经核证的复印件。

27.8 The Supplier agrees to promptly notify the Purchaser of any claims or losses or potential claims or losses resulting from or arising out of the Supplier's performance of the Works and shall, within three (3) days of occurrence, provide the Purchaser with copies of the Supplier's correspondence pertaining to the incident, including any and all Supplier accident reports.

供应商同意及时通知采购方因供应商履行工作导致的或引起的任何索赔或损失或潜在的索赔或损失，并在发生该等索赔或损失后的三（3）日内向采购方提供供应商与该等事故有关的通讯的复印件，包括所有供应商事故报告。

27.9 Any coverage provided to the Purchaser by the Supplier's insurance under this Contract is primary insurance and shall not be considered contributory insurance with any insurance policies of the Purchaser. For insurance policies obtained and maintained by the Supplier with PRC insurers, any minimum limits of insurance set forth above can be calculated and specified under the relevant insurance policies in RMB amounts equivalent to the SGD amounts set forth under Clauses 27.1, 27.2 and 27.3 applying an agreed exchange rate based on prevailing bank exchange rates.

供应商在本合同项下向采购方提供的任何保险范围为基本保险，不应被视为采购方任何保单的共缴保险。对于供应商在中国保险公司购买并维持的保单，上述规定的任何保险的最低限额可以人民币计算，根据相关保单以与第 27.1 条、27.2 条和 27.3 条项下新币等值金额、采用基于现行银行汇率的约定汇率计算并确定。

**28. WORKFORCE  
劳动用工**

28.1 The Supplier shall furnish all labour necessary to carry out the Works in a safe and diligent manner.

供应商应提供所有必要的劳动力以安全和勤勉地履行工作。

28.2 At all times, all foreign workers engaged by the Supplier for the performance of the Works must have and hold valid work visas and documentation for the jurisdiction within which the Works are to be executed.

在任何时候，供应商为履行工作所雇佣的所有外国工人必须持有工作实施所在辖区的有效工作签证和文件。

28.3 The Supplier shall be liable for any offences under any applicable immigration laws and regulations if any illegal immigrant is found to be so employed.



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如果发现雇佣非法移民，则供应商应承担违反任何适用移民法律法规的责任。

- 28.4 Before commencement of the Works, the Supplier shall, on request, submit the names and documentary evidence of valid work permits of all foreign workers employed for the performance of the Works to the Purchaser and shall thereafter inform the same of any other new workers that will be employed subsequently or any workers that have been removed from the premises where the Works are to be executed.

在工作开始前，供应商应根据要求向采购方提交履行工作所雇佣的所有外国工人的姓名及有效的工作许可的证明文件，并将随后雇佣的任何其他新工人或已调离工作实施场地的任何工人的情况告知采购方。

**29. CONFLICT OF INTEREST  
利益冲突**

The Supplier warrants that after making diligent inquiry at the date of each Purchase Order, no conflict of interest exists or is likely to arise in the performance of the Purchase Order.

供应商保证，在每份采购订单下达之日，经过认真调查，在订单的履行过程中不存在或不会产生利益冲突。

**30. SEVERANCE  
可分割性**

Any part of these Standard Terms that is illegal or unenforceable may be severed and the remaining provisions of these Standard Terms continue in force.

本标准条款中不合法或不可执行的部分可被分割，且本标准条款的其他条款继续有效。

**31. ASSIGNMENT  
转让**

The Supplier must not assign the Contract (including the Purchase Order and these Standard Terms) or delegate the performance of its duties under the Contract without the prior written consent of the Purchaser. Any assignment or delegation does not relieve the Supplier of any of its obligations under the Contract.

未经采购方事先书面同意，供应商不得转让合同（包括采购订单和本标准条款）或委托他人履行本合同项下的义务。任何转让或委托并不免除供应商在本合同项下的任何义务。

**32. GOVERNING LAW AND JURISDICTION  
适用法律和司法管辖**

Unless otherwise agreed in writing between the parties, these Standard Terms are governed by and construed in accordance with the laws of [Singapore]/[PRC] and the

parties agree to submit to [the non-exclusive jurisdiction of the courts of Singapore]/[China International Economic and Trade Arbitration Commission (CIETAC)]/[Singapore International Arbitration Centre] for arbitration seated in [Shanghai, China]/[Singapore] which shall be conducted according to the organization's arbitration rules in effect at the time of submission for arbitration].

除非双方另有书面约定，本标准条款受[新加坡]/[中国]法律管辖并按其解释，双方同意将本标准条款提交[新加坡法院的非排他管辖权]/[中国国际经济贸易仲裁委员会（CIETAC）]/[新加坡国际仲裁中心]在[中国上海]/[新加坡]进行仲裁，按照提交仲裁时该组织有效的仲裁规则进行仲裁。]

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**Annexure x A:**  
附录 x A

**Form of Letter of Guarantee**  
保函格式

**[Note: This Form of Letter of Guarantee is a guideline, the actual terms of the Performance Guarantee that is to be provided by the Supplier and issued by the Supplier's bank will need to be reviewed and assessed by the Purchaser to verify that it meets the Purchaser's requirements and agreed upon by the Purchaser.**

注意：本保函格式系参考指引之用，采购方应审查核实由供应商提供的并由其银行开具的履约保函的实际条款，确保该等条款符合采购方要求且为采购方所接受。]

To: GRADIANT INTERNATIONAL HOLDINGS PTE LTD (the "Purchaser" or "You" or "you").  
致：GRADIANT INTERNATIONAL HOLDINGS PTE LTD（下称“采购方”或“贵方”）。

WHEREAS on the \_\_\_\_\_ day of \_\_\_\_\_, a Purchase Order number [\_\_\_\_\_] (hereinafter called the "Purchase Order") was issued to and subsequently accepted by \_\_\_\_\_ (name of the Supplier) of \_\_\_\_\_ (address) (hereinafter called the "Supplier") whereby the Supplier agreed to \_\_\_\_\_ (state nature of contract) for the sum of Chinese Yuan \_\_\_\_\_ (amount in words) (RMB \_\_\_\_\_) (the "PO Price").  
鉴于，贵方于\_\_\_\_年\_\_\_\_月\_\_\_\_日发出了编号为[\_\_\_\_\_]的采购订单（下称“采购订单”），随后该采购订单被位于\_\_\_\_\_（地址）的\_\_\_\_\_接受（下称“供应商”），据此供应商同意\_\_\_\_\_（说明合同性质）总金额为人民币\_\_\_\_\_元（大写\_\_\_\_\_）（下称“采购订单价格”）。

AND WHEREAS, pursuant to the requirements under Purchase Order, the Supplier has applied to [Name of bank issuing this Letter] (hereinafter referred to as the "Our Bank" or "We") to provide a letter of guarantee for the benefit of the Purchaser for the [maximum] sum of Chinese Yuan \_\_\_\_\_ (amount in words) (RMB \_\_\_\_\_) for the performance of its obligations under the Purchase Order. Our Bank hereby issues this Letter of Guarantee No. \_\_\_\_\_ ("Performance Guarantee") as follows:

鉴于，根据采购订单项下的要求，供应商已向[出具本保函的银行名称]（下称“我行”或“我们”）申请为采购方的利益出具一份总金额 [最高] 为人民币\_\_\_\_\_元（大写\_\_\_\_\_）的保函，以保证其履行采购订单项下的义务。我行特此出具第\_\_\_\_\_号保函（下称“履约保函”），内容如下：

1. We shall unconditionally pay you any sum or sums up to a maximum aggregate of Chinese Yuan \_\_\_\_\_ (RMB \_\_\_\_\_) (the "Guarantee Sum") upon receiving your written notice of claim for payment made pursuant to Clause 4 of this Performance Guarantee without any proof of actual default on the part of the Supplier and without need to satisfy any other condition.

一旦收到贵方根据本履约保函第 4 条规定发出的要求付款的书面通知，我行即应无条件地向贵方支付总额不超过人民币\_\_\_\_\_元（大写\_\_\_\_\_）的任何一笔或多笔款项（下称“保函金额”），且无需任何证据证明供应商的实际违约，亦无需满足任何其他条件。

2. So long as you confirm in the written notice that the Supplier fails to strictly comply with the stipulations of the Purchase Order, as well as any modification, supplement and change to the Purchase Order, including replacement and/or repairing of Service/Goods deemed by you as defective or non-compliant (hereinafter referred to as a breach of contract), our Bank will make a payment to you in the accumulative amount of no more than aforesaid Guarantee Sum as demanded by you to a bank account designated by you against the written notice from you on the Supplier's breach of the Purchase Order, regardless of any objections from the Supplier.

只要贵方在书面通知中确认供应商未能严格遵守采购订单的约定以及对采购订单的任何修改、补充和变更的要求，包括更换和/或维修贵方认为有缺陷的或不符合约定的服务/货物（下称“违约”），我行将凭贵方就供应商违约发出的书面通知，向贵方指定的银行账户支付累计不超过贵方要求的上述保函金额的款项，无论供应商是否对此有任何异议。

3. Any payment hereunder shall be free and clear of tax and be net value. Current or future taxation, tariffs, charges, fee deductions or taxes withheld shall not be deducted from any payments made under this Performance Guarantee, no matter what nature these fees are or who collects the fees.

本履约保函项下的任何付款均应是免税的且为净值。现在或将来的税收、关税、收费、费用扣除额或预提的税款均不得从本履约保函项下支付的任何款项中扣除，不论该等费用的性质如何，亦不论由何人收取该等费用。

4. Our liability under this Performance Guarantee shall continue and this Performance Guarantee shall remain in full force and effect from [insert effective date: \_\_\_\_\_] until [insert expiry date: \_\_\_\_\_] [insert if the expiry date is subject to automatic extension: provided always that the expiry date of this Performance Guarantee and our liability under this Performance Guarantee shall be automatically extended for successive periods of [specify the duration of each extension: \_\_\_\_\_ days/months] unless we give you 90 days' written notice prior to the expiry of our liability (the "Notice Period") of our intention not to extend this Performance Guarantee in respect of any future extension.



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自[填写生效日期: \_\_\_\_\_]至[填写到期日期: \_\_\_\_\_][如果到期日期可自动延期, 请填写: 本履约保函项下的到期日期和我行在本履约保函项下的责任均应连续自动延期, 每次延期的期限为: \_\_\_\_\_天/月], 除非我行在责任到期前(下称“**通知期**”)提前九十(90)天书面通知贵方, 告知贵方我方未来将不会对本履约保函进行延期。

Official Seal  
公章:

5. You may make a claim on this Performance Guarantee at any time and as many times as you may deem fit so long as the aggregate amount specified in all such claims does not exceed the Guarantee Sum.

贵方有权在任何时间及贵方认为合适的基于本履约保函提出索赔, 但所有索赔所载明的总金额不得超过保函金额。

6. We shall be obliged to effect the payment required under such a claim within [30 business days] of our receipt of the written notice from you. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon your written notice received by us as final and conclusive. For the purposes of this Performance Guarantee, “business day” means a day other than a Saturday, Sunday, or public holiday in the People’s Republic of China. 我行有义务在收到贵方的书面通知后[30个工作日]内支付该等索赔所要求的款项。我行没有义务调查该等索赔的原因、情况或其真实性, 并有权将我行收到的贵方的书面通知作为最终的且有决定性的依据。为本履约保函之目的, “工作日”是指除星期六、星期日和中华人民共和国的法定节假日以外的任何日期。

7. This Performance Guarantee is issued subject to the laws of the People’s Republic of China. Any dispute arising out of or relating to the issuance, claims made under or fulfilment of this Performance Guarantee shall be submitted to the People’s Courts with jurisdiction at the domicile of our Bank.

本履约保函依据中华人民共和国法律出具。因本履约保函项下的签发、索赔或履行而引起的或与之相关的任何争议, 均应向我行住所地有管辖权的人民法院提起诉讼。

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
日期: \_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

Name of the Issuing Bank:

开具行名称:

\_\_\_\_\_

Name:

姓名:

Title:

职务: