

ABB GENERAL TERMS AND CONDITIONS

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

ABB 貨物和/或服務採購一般條款(2024-2 標準版_TW)

1. DEFINITIONS AND INTERPRETATION

定義及解釋

1.1 The following terms have the following meanings:

以下用語定義如下:

ABB GTC: these ABB General Terms and Conditions for Purchase of Goods and/or Services (2024-1 Standard-TW);

ABB GTC: 當前的《ABB 貨物和/或服務採購一般條款》(2024-1 標準版-TW)

Applicable Integrity Laws:

適用的法律:

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

反賄賂和反貪腐法律:包括美國《1977年反海外腐敗法》(經修訂)、英國《2010年反賄賂法》(經修訂)以及相關司法管轄區內與反貪腐、反賄賂、反洗錢和反逃稅有關的任何其他適用法律、法規和官方政府命令。

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

制裁及貿易管制法律法規:任何制裁機構在本合同簽訂之日或之後採納、維持或執行的任何適用法律、法規、行政或監管決定或指引,這些法律法規對某些活動實施制裁、禁止或限制,包括與特定國家、領土、地區、政府、項目或特別指定的個人或實體進行直接或間接的交易或往來(統稱為"貿易管制法律")。

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

人權和反現代奴隸制度法律及國際框架:包括《世界人權宣言》、《聯合國工商企業與人權指導原則》、《經濟合作與發展組織跨國企業準則》、國際勞工組織核心勞工標準公約、英國《現代奴隸法》以及其他類似的人權、反人口販運和反現代奴隸制法律、法規和國際框架。

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

關聯公司: 直接或間接控制一方、被一方控制或與一方一起受其他方控制的任何實體;

Contract: a written agreement and/or the Order for the purchase of Goods and/or Services by Customer from Supplier which shall incorporate by reference these ABB GTC, and any other documents

submitted by Customer to form part thereof, such as but without limitation to any specifications (which shall include any Supplier specifications where Customer agrees to use, or places an Order relying on, such specifications);

合約: 客戶向供應商採購貨物和/或服務的書面協定和/或訂單,其中包含了本 ABB GTC 以及任何其他由客戶提交的構成此部分的文件,例如但不限於任何規範(包括客戶同意使用的或據此下達訂單的任何供應商規範);

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

客戶: 從供應商處訂購貨物和/或服務的一方;

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

客戶資料: 供應商在準備或履行合同過程中獲得的任何資料或資訊(包括個人資料),無論此種資料或資訊是否和客戶、其關聯公司或它們的相關客戶或供應商有關;

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

交付: 供應商按照第 5.1 條交付貨物;

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

交貨地點: 客戶指定的倉庫,工廠或其他實際交付貨物和/或服務的場所,可能是客戶關聯公司的場地(包括可能列在任何相關價格表中的地點)或第三方運輸或物流提供商的場地,如未指定地點,則為客戶的營業地;

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

嵌入式軟體: 嵌入貨物之中、作為貨物一部分交付的並對於貨物運轉而言必要的軟體;

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

貨物: 供應商根據合約交付的物品和/或由供應商在合約項下提供服務產生的任何形式或介面的所有資料、文件、或其他交付物,包括但不限於資料、圖表、圖紙、報告和說明書;

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

智慧財產權: (a) 專利、發明專利、新型專利、設計專利、著作權、資料庫權利和商標權利、商品名稱、設計、專有技術和發明交底書(無論註冊或未註冊); (b) 任何這些權利的申請、重新授權、確認、續展、延期、分案或繼續申請;和(c) 全球範圍內所有其他智慧財產權和相似保護形式的權利;

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

訂單：客戶向供應商發出的採購貨物 and/或服務的訂單，包括以電子形式出具的任何採購訂單；

Party: Customer or Supplier, collectively the Parties;

一方：客戶或供應商，合稱雙方；

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

個人資料：身份明確或可查明身份的自然人的任何資料或資訊；

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

記錄：包括所有帳簿、帳目，以及能夠反映代表或為客戶或其關聯方所開展的任何業務相關的經濟交易和服務的支援性或基礎性文件及資料；

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

受限制人士：在任何適用貿易管制法律項下所列之任何目標物件、被封鎖物件、或者遭遇資產凍結或其他限制的人士的名單（包括美國、歐盟和瑞士名單）中所列的實體或個人（包括任何受限制人士直接或間接、單獨或合計持有百分之五十（50%）或以上權益的任何實體，或者任何受限制人士通過其他方式予以控制的實體）

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

監管機構：頒佈或施行貿易管制法律且對本合約有管轄權的任何政府或監管團體、職能部門、主管機關、機構、部門或法院，包括但不限於(i)聯合國、(ii)美利堅合眾國(包括美國財政部外國資產控制辦公室、美國國務院和美國商務部)、(iii)歐盟或(iv)瑞士。

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

服務：供應商根據合同將提供的服務；

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

供應商：向客戶（或位於相關交付地點的任何客戶關聯公司）提供貨物和/或服務的一方；

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

變更訂單：對訂單進行的變更，比如更改、修改、刪除、添加訂單或變更訂單或其任何部分。

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

參考條款是指參考“ABB GTC”中的條款。

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

標題僅為提供方便，不應影響“ABB GTC”條款的解釋。

2. APPLICATION

適用

2.1 The ABB GTC govern the Contract.

ABB GTC”適用於合約。

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

供應商報價單、訂單確認、接受函、規範或類似文件上隨帶的或包含的條款不應構成合同的一部分，供應商放棄任何其針對這些條款享有的權利。

2.3 Supplier shall accept the Contract either expressly by written statement or impliedly by fulfilling the Contract in whole or in part. 供應商應通過書面聲明明示或通過全部或部分履行合約默示以接受合約。

2.4 Any amendments to the Contract must be agreed in writing. 任何對合約的修改必須以書面達成一致。

3. SUPPLIER'S RESPONSIBILITIES 供應商的職責

3.1 Supplier shall deliver the Goods and provide the Services:

供應商應按照下列條件交付貨物和提供服務：

3.1.1 in accordance with the applicable laws and regulations; 遵守適用的法律和法規；

3.1.2 in accordance with the Contract (including by providing any necessary documentation) and all Customer instructions; 遵照合約（包括提交任何必要文件）和所有客戶指示；

3.1.3 free from defects and from any rights of third parties; and 沒有瑕疵並且不存在任何第三方的任何權利；以及

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

適合於合約中載明的任何特別目的，如未載明，則適合於貨物和/或服務的通常使用目的。

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

供應商應確保根據行業標準以及任何適用的法律和法規，以足以保存和保護貨物並使貨物能在相關交付地點安全卸貨及可供檢查的方式包裝貨物。

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

當客戶（或位於相關交付地點的客戶關聯公司）發現供應商有與品質相關的問題，客戶（或客戶關聯公司）將通知供應商。儘管合同下客戶享有其他的救濟措施，客戶可以指示供應商自擔風險和費用對品質相關問題的根本原因進行分析；此種分析應自客戶發出品質相關問題的通知之日起的十（10）個日曆日內做出並報告給客戶。客戶保留基於供應商根本原因分析結果或在供應商未遵守此條款時由客戶指定人員（包括協力廠商專家或客戶關聯公司人員）對供應商進行審計的權利。如果供應商發現可能影響貨物和/或服務的任何品質相關問題，供應商應主動通知客戶。在此情況下，本 3.3 款的規定應適用，如同客戶已通知了供應商該品質問題。

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

requested by Supplier only become effective after written confirmation by Customer.

客戶可向供應商下達變更訂單，且供應商應履行此種變更訂單。如果變更定單構成任何服務或貨物的費用或履行時間的增加或減少，應通過書面形式對採購價格和/或交付時間表進行公平的調整。除非供應商自收到變更訂單起三十（30）個日曆日內主張，否則供應商將被視為放棄任何在此條款下對調整的要求。供應商要求的變更訂單僅在由客戶書面確認後才有效。

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

供應商不得推遲任何貨物的交付或服務的提供。

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

供應商對因提供貨物和/或服務而引起的任何職業事故或導致其員工和其分包商發生的疾病承擔完全、專屬的責任。

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

供應商單獨及專屬地對由其員工和/或分包商提起的任何索賠和/或訴訟負責，且應無限制地為客戶（及任何相關的客戶關聯公司）辯護、賠償客戶（及任何相關的客戶關聯公司）並使客戶（及任何相關的客戶關聯公司）免受到任何此種索賠和/或訴訟，和任何違反法律、法規、規範、指引和其他任何適用於供應商、其員工或分包商的相關政府或政府機構的要求而導致或與其有關的任何索賠、訴訟、行動、罰款、損失、費用、損害和支出。供應商承諾，如客戶要求，其會自行負擔費用出庭，並承認其單獨及專屬的雇主身份，並向客戶（及任何相關的客戶關聯公司）提供保證能使客戶或其關聯公司在法院中有適當的法律辯護的所有所需文件及資訊。

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

為避免訴訟、留置或抵押，客戶被授權向合約項下提供貨物和/或服務的供應商的員工和分包商支付或促使供應商支付任何到期款項。此種付款通過扣除給予供應商的信用額度、抵銷或任何其他方式來進行。供應商應應客戶要求提供關於此種付款所需的任何協助且對客戶及其關聯公司進行補償並使其免受損害。

4. PAYMENT, INVOICING

付款、開立發票

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

作為供應商按照合約交付貨物和/或提供服務的對價，客戶應向供應商支付合約中載明的採購價格，前提是發票滿足客戶的要求。付款應付至以供應商名義在供應商的註冊國開立的銀行帳戶。價格包括所有費用和稅金（增值稅或同類稅費除外）以及任何貨物的製造、加工、倉儲和包裝（包括歸還任何可回收包裝）的所有費用。

4.2 Supplier shall submit invoices in an auditable form, complying with applicable laws, generally accepted accounting principles and the specific Customer requirements, containing the following minimum information: Supplier name, address and reference person including contact details; invoice date; invoice number; Order number and Supplier number; address of Customer; quantity; specification of Goods and/or Services; price (total amount invoiced); currency; tax or VAT amount; tax or VAT number; Authorized Economic Operator and/or Approved Exporter Authorization number and/or other customs identification number, if applicable; payment terms as agreed. Supplier shall state the Order number on all invoices (but not limited to commercial, pro forma or customs invoices).

供應商應遵照適用的法律、通用會計準則和客戶的具體要求提交可供審計的發票，並至少包含下列資訊：供應商名稱、位址和連絡人包括詳細聯繫資訊；發票日期；發票號碼；訂單號碼和供應商編號；客戶位址；數量；貨物和/或服務規格；價格（開票總價）；貨幣；稅款或增值稅金額；稅號或增值稅編號；認證經營者和/或經批准的出口商授權號和/或其他海關識別碼，如適用；約定的支付條件。供應商應在所有發票上（但不限於商業、形式或海關發票）註明訂單號。

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

發票必須發送至合約中載明的（或與客戶另行約定的）帳單地址。

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

客戶應根據合約約定的付款條件付款。

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

客戶將僅按照成本價以及在雙方書面約定的範圍內核銷費用。

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

以小時計費的服務需要客戶書面確認供應商的工時表。供應商應按照客戶指示向客戶提交此種工時表以供確認，但最遲應與任何相關發票一同提交。對工時表的確認不被解釋為對任何索賠的確認。客戶沒有義務對未經客戶書面確認的工時表進行結帳。

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

客戶有權抵銷或扣減未遵照合約規定提供貨物和/或服務的款項。

5. DELIVERY, PERFORMANCE OF SERVICES

交付及履行服務

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

除非合約中另有約定，貨物應根據《國際貿易術語解釋通則2020》FCA規則交付至交付地點。

5.2 The Services shall be provided at the Delivery Location.

供應商應在交付地點提供服務。

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

供應商應不遲於在接受合同時至少提供以下資訊：包裹數量和容量、起運國的海關關稅號，所有貨物的來源國。

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

除非客戶另有要求，否則供應商應在客戶（或指定交付地點）的營業時間內交付貨物，提供服務。

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

交付時，供應商（或其指定承運人）應向客戶（或者如經要求，在交付地點的任何指定客戶關聯公司）提供交貨單和任何第 5.3 條中未提及的其他所需的出口和進口文件。如果客戶批准部分交付，則交貨單應包含剩餘未交付的數量資訊。

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

貨物的所有權在交付時轉移給客戶。如果貨物包含嵌入式軟體，相關嵌入式軟體的所有權不轉移給客戶，但是對於作為貨物和/或服務一部分的嵌入式軟體，供應商應授權或應使第三方所有全人授權（如適用）客戶和所有使用者全球性的、不可撤銷的、永久性的、可轉讓的、非排他性的、免使用費的使用該嵌入式軟體的權利。為避免疑義，供應商無權保留貨物的所有權，且供應商將轉讓貨物的有效所有權，且不存在任何留置權或產權負擔（向客戶轉讓貨物的所有權不應解除客戶根據合約條款支付貨款的義務）。

6. ACCEPTANCE

驗收

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

供應商交付貨物或提供服務不應被視為客戶接受此種貨物或服務。客戶（或位於交付地點的指定客戶關聯公司）應有合理時間檢驗或測試貨物和/或服務和向供應商報告任何瑕疵。如果貨物和/或服務的瑕疵無法在檢驗中被合理察覺，則在該瑕疵變得明顯之後客戶（或位於交付地點的指定客戶關聯公司）應有合理時間就此種瑕疵發出通知和/或拒絕貨物和/或服務。

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

雙方可以約定某種驗收程序，客戶（或客戶指定的關聯公司）發出書面驗收聲明視為接受。供應商應在合理時間內就貨物和/或服務可供驗收的時間事先書面通知客戶（及任何相關的客戶關聯公司）。

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

客戶可以針對任何被拒絕的貨物或服務採取合約中載明的任何救濟。

7. DELAY

遲延

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

供應商按照合約中規定的任何日期或時間以及交付週期進行交付。如果交付的貨物或提供的服務未遵守約定的日期，客戶可以：

- 7.1.1 terminate the Contract in whole or in part;

全部或部分終止合同；

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

拒絕任何後續交付的貨物或提供的服務；

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

要求供應商賠償客戶（或任何受影響的客戶關聯公司）從其他供應商處獲得替代貨物和/或服務合理產生的任何費用；

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

就可歸責於供應商遲延而使客戶（或任何受影響的客戶關聯公司）產生的任何成本、損失、費用和違約金進行索賠；

- 7.1.5 unless otherwise set out in the Contract, claim liquidated damages, a sum equivalent to 0.1% of the Contract price for each day until actual delivery/completion/performance.;

除合約另有規定外，每遲延一日按合約金額 0.1% 計算違約金；

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

雙方並且同意，客戶可以採取一種或多種此類補救措施，根據第 7.1.3 至 7.1.5 款中的任何一項補救措施追償費用或損害賠償並不排除客戶根據本第 7 條的其他約定追償其他費用或損害賠償。

8. WARRANTY AND REMEDIES

保證和救濟

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

供應商保證貨物和/或服務符合合約，包括但不限於第 3.1 條中定義的供應商責任。

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

供應商保證貨物在交付當日是全新未用的，並在保固期間內無瑕疵。

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

保固期間為交付後二十四（24）個月或合約中另行約定的保固期間。

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

如果違反任何保固規定，且未在客戶通知後的四十八（48）個小時內補救，或如有任何其他違反合約的行為，客戶有權自主決定並由供應商承擔費用實施以下任何或所有救濟：

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

給予供應商一次開展任何額外必要工作的機會，以確保合約得到履行；

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

要求供應商迅速修理或更換有瑕疵的貨物和/或服務；

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

開展（或指示第三方開展）任何為使貨物和/或服務符合合約要求所需的額外工作；

8.4.4 to refuse any further Goods and/or Services;

拒絕任何後續的貨物和/或服務；

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

要求供應商賠償客戶（及任何相關的客戶關聯公司）因供應商違反合約導致客戶（或任何相關的客戶關聯公司）而遭受的損害並使其免受損害；

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

以書面通知終止合約，且在此情況下：

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

客戶沒有義務補償供應商（包括支付已被拒收的貨物和/或服務的費用）；以及

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

如客戶要求，供應商應將任何從客戶處收取的貨物和/或服務的款項返還客戶，並自擔費用和風險取回貨物；以及

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

客戶可從替代供應商處採購同等的替換貨物和/或服務（因此產生的任何增加的費用由供應商承擔）。

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

如果違反任何保固規定，有瑕疵的貨物/服務的整個保固期間應自補救措施以客戶滿意的方式實施完畢之日起重新起算。

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

客戶享有的合約下的權利和救濟是累積性的，並不排除根據法律或衡平法享有的任何權利或救濟。

9. INTELLECTUAL PROPERTY RIGHTS

智慧財產權

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

根據第 9.2 條，供應商在此授予客戶及其關聯公司，或承諾使客戶及其關聯公司被授予全球範圍內的、不可撤銷的、可轉讓的、可分許可的、非排他性的、免費的使用貨物，包括嵌入式軟體（如有）的智慧財產權的許可。

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

供應商向客戶轉讓（或將向客戶指定的關聯公司轉讓）服務所產生的貨物的任何智慧財產權的完整所有權。一旦客戶要求並承擔其費用，供應商進一步同意採取所有進一步必要的措施完善客戶（或其關聯公司）對智慧財產權的所有權。

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

在合約生效之前或在合約的範圍之外，由供應商創造或許可給供應商的任何貨物的智慧財產權（“既存智慧財產權”）由供應商（或第三方所有權人）所有。如果“既存智慧財產權”被嵌入任何服務所產生的貨物中，供應商授權，或承諾使第三方所有全人授權客戶及其關聯公司全球性的、不可撤銷的、可轉讓的、可分許可的、非獨家的、免許可費的許可使用作為該貨物一部分的既存智慧財產權，包括改進、開發、行銷、分銷、分許可、或以任何其他方式使用此種既存智慧財產權的權利。

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

供應商必須在交付之前書面說明所有嵌入式套裝軟體包含或使用的開放原始碼軟體（如有），並要得到客戶書面批准。供應商同意自擔費用以至少同樣品質和功能的軟體代替客戶拒絕的任何開放原始碼軟體元件。

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

如果因貨物和/或服務侵犯第三方智慧財產權而使客戶（或任何客戶關聯公司）被提起任何索賠，供應商應自行承擔費用，由客戶決定 (i) 為客戶、客戶的關聯公司和客戶的客戶（視具體情況），獲得繼續使用貨物和/或服務的權利；(ii) 修改貨物和/或服務使之停止侵權；或 (iii) 以不侵權的同等物代替貨物和/或服務。否則，客戶有權終止合約並要求供應商返還所有已由客戶或任何客戶關聯公司支付給供應商的款項。

10. INTEGRITY PROVISIONS

誠信條款

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

雙方應遵守與本合約相關之所有適用誠信法律，並應確保其各自的員工、董事、經理人以及以任何方式參與本合約的關係企業或第三方承諾遵守所有適用的誠信法律以及本條款中規定的與本合約相關的要求。雙方確認均未有、未違反，且未使另一方違背本合約相關的任何適用誠信法律。

10.2 Supplier has reviewed, understands and agrees to perform its contractual obligations in accordance with the principles set out in ABB Code of Conduct and ABB's Supplier Code of Conduct. Supplier is hereby informed, and will inform its employees,

officers, directors, Affiliates and third parties engaged in relation to the Contract, of the following ABB reporting channels where any suspected or observed violations of Applicable Integrity Laws, ABB Code of Conduct, ABB Supplier Code of Conduct, these Integrity Provisions or similar applicable rules may be reported, including anonymously (where permitted by law):

Web portal: www.abb.com/integrity

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

供應商已審閱、瞭解並同意依照 ABB 行為準則及 ABB 供應商行為準則中規定的原則履行其合約義務。供應商茲此了解，且將告知其員工、經理人、董事以及關係企業或關於本合約聘用之第三方，ABB 已建立以下報告管道，任何疑似或觀察到違反相關誠信法律、ABB 供應商行為準則的行為，或類似規定情事均可依此報告，包括匿名舉報（若法律允許）：

入口網站：www.abb.com/integrity

郵件地址：ABB Ltd, Legal & Integrity, Affolternstrasse 44, 8050 Zurich, Switzerland

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

供應商承認其將接受客戶適用的誠信風險管理程序，包括適用的盡職調查。供應商承諾並同意對其關係企業以及供應商就本合約所聘用的第三方進行適當程度的盡職調查，並確保關係企業和第三方承諾遵守實質上等同於本條款的適當誠信規定。

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

供應商應及時通知客戶任何與客戶入職程序或盡職調查過程相關的資訊的重大變更。供應商應根據要求向客戶提供任何額外的資訊或合規證明。根據客戶要求，供應商應確保並證明其員工、經理人、董事、關係企業或與本合約相關的第三方已接受過行業標準的誠信風險意識培訓。

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

雙方聲明並保證，其或其各自的任何董事或經理人均非受制裁人。雙方同意，如果其成為受制裁人，應迅速通知他方。

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

供應商應自行承擔費用，負責遵守所有適用的出口法律並辦理任何必要的海關進口清關手續。除非另有約定，供應商應自行承擔費用，取得適用貿易管制法律要求的所有出口許可證以及任何其他清關或授權，並以書面形式向客戶提供此類許可證、清關或授權的通知及所有適用條件。

- 10.7 Supplier agrees to provide Customer with written notification that identifies whether Goods and/or Embedded Software are subject to export controls. In particular, the Supplier will notify Customer if the Goods or Embedded Software are subject to the U.S. Export Administration Regulations ("EAR") or the

International Traffic in Arms Regulations ("ITAR"). Further, Supplier shall provide Customer with all Harmonized Tariff Schedule codes, Export Control Classification Numbers, Country of Origin certificate(s), manufacturer name, Free Trade Agreement qualification, and Chemical Abstract Service number, Material Safety Data Sheets (MSDS), if applicable, and any subsequent changes thereto, for any Goods and/or Embedded Software provided in connection with this Contract. Upon request, Supplier agrees to provide to Customer all relevant information necessary to verify customs tariff codes.

供應商同意向客戶提供書面通知，說明貨物和/或嵌入式軟體是否受出口管制。具體而言，如果貨物或嵌入式軟體受美國出口管理條例 ("EAR") 或國際武器貿易條例 ("ITAR") 的管制，供應商將通知客戶。此外，對於與本合約相關的任何貨物和/或嵌入式軟體，供應商應向客戶提供所有協調關稅表編碼、出口管制分類號碼、原產地證書、製造商名稱、自由貿易協定資格，以及化學文摘社編號、材料安全資料表 (MSDS) (如適用)，以及其後的任何變更。應客戶要求，供應商同意向客戶提供所有相關資訊，以驗證海關關稅編碼。

- 10.8 Supplier confirms that no goods, materials, parts, equipment, services, technology, technical data or software that are included in, incorporated into, or provided in connection with the Contract, originate in, or are transshipped through, Cuba, Iran, North Korea, Syria, Russia, Belarus, and Crimea, Donetsk, Kherson, Zaporizhzhia and Luhansk regions of Ukraine (such list may be amended by Customer from time to time). Further, Supplier will not take any action, furnish any information, or make any request that would be reportable or would result in a violation of law or penalty for Customer or any of its Affiliates under any applicable anti-boycott laws and regulations.

供應商確認，本合約中包含、納入或與本合約相關提供的任何貨物、材料、零件、設備、服務、技術、技術數據或軟體均不源自或轉運經過古巴、伊朗、北韓、敘利亞、俄羅斯、白俄羅斯和烏克蘭的克里米亞、頓內茨克、赫爾松、札波羅熱及盧甘斯克地區（客戶可能會不定期修訂此清單）。此外，供應商不得採取任何行動、提供任何資訊或提出任何要求，這些行為根據任何適用的反抵制法律和法規可能需要報告或導致客戶或其任何關係企業違法或受到處罰。

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

在合約期間內以及合約完成後五 (5) 年內，供應商應保存完整、正確的紀錄。客戶及其授權代表有權存取和稽核，包括獲取紀錄的副本或摘錄，這些紀錄包括但不限於供應商、其員工、代理人、受讓人、關係企業、繼承者或與合約相關的第三方所保存的紀錄。此類紀錄應在客戶提前三 (3) 天書面通知後，於正常工作時間內在供應商辦公室或其他營業地點提供給客戶。如果稽核資料包括供應商或其他第三方的任何商業敏感資訊，則此類資訊將僅提供給不參與與供應商競爭的任何業務日常運營的客戶誠信團隊成員，或客戶為稽核目的而指定的獨立第三方稽核人。上述商業敏感資訊將被客戶視為供應商的機密資訊，未經供應商同意不得另行披露。

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

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

供應商應立即以書面形式通知客戶任何潛在或實際違反適用誠信法律、ABB 供應商行為準則或本誠信條款的情況，無論是由供應商本身、其關聯公司或供應商就合同聘用的任何第三方所造成。如果收到此類通知，或客戶有其他理由相信發生了潛在或可能的違約行為，供應商應遵守客戶關於該違約行為的資訊請求，包括提供其紀錄、員工、經理人、董事以及與合約相關的任何關係企業或第三方，以供客戶認為必要且符合上述第 10.9 條的任何審計、詢問或調查。客戶可能會扣留付款，直到客戶收到令其滿意的確認，表明沒有發生或將要發生違規行為。客戶不對供應商因其決定根據本條款暫停或扣留付款而產生的任何索賠、損失或損害負責。

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

供應商和其分包商必須遵守《ABB 禁用和限制物質清單》規定，並且向客戶（和/或在相關交付地點的任何客戶關聯公司）報告貨物中包含的物質。供應商還必須遵守有關衝突礦產的報告及其它要求，參見：www.abb.com – **Supplying – Material Compliance – ABB Policy and Supplier Requirements**，或經要求應向客戶（以及任何相關的客戶關聯公司）提供文件、證明和聲明。任何供應商向客戶所做的關於使用於貨物或服務的或與貨物或服務有關的材料之聲明（無論是直接的還是間接的），將被視為合約下的一種陳述。

11. CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION

保密，資料安全，資料保護

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

供應商應對供應商獲得的所有關於貨物或服務（無論是接受合同之前或之後）的客戶資料和其他任何關於客戶或其關聯公司業務、產品和/或技術的資訊進行嚴格保密。供應商應對向客戶提供貨物或服務之目的而需知曉此類保密資訊的供應商的員工、代理或分包商或其他第三方限制披露此類保密資訊。供應商應保證這些員工、代理或分包商或其他第三方遵守和符合適用於供應商的同樣的保密義務，並對任何未經授權的揭露負責。

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

供應商應使用足以保護客戶資料的合適的保護措施防止未經授權進入或披露客戶資料，根據相關行業通常接受的保護標準保護客戶資料，或與保護其自有保密和專有資訊相同方式和相同程度保護資料-以高者為準。供應商可向「例外許可接收者」（指供應商授權的代表，包括審計師、法律顧問、諮詢師和提供建議者）揭露保密資訊，但前提是(i)此種資訊嚴格的以有必要知道為基礎而揭露，和(ii)此種例外許可接收者與供應商簽署條款與本合約實質相似的保密協議，或須遵守確保資訊保密的專業行為準則（如適用）。供應商應遵守，且確保例外許可接收者遵守客戶或任何其關聯公司向供應商不時提供的任何安全程式、政策或標準，特別是 ABB 供應商網路安全要求，參見：www.abb.com/Supplying/Cybersecurity，或合同中規定的要求。

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

不允許供應商(i) 為非提供貨物或服務之目的使用客戶資料；或(ii) 以任何形式全部或部分複製客戶資料，除非該等複製是履行合同所需的；或(iii)向任何協力廠商披露客戶資料，向例外許可接收方披露和客戶事先書面同意除外。

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

供應商應自行承擔費用為與提供貨物或服務有關的所有電腦和軟體安裝和更新足夠的病毒防護軟體和作業系統安全性修補程式。

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

供應商應立即通知客戶（以及任何受影響的客戶關聯公司）對於違反資料安全的懷疑或其他嚴重事件或任何和客戶資料有關的異常事件。

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

供應商同意客戶（以及任何受影響的客戶關聯公司）可以向其他客戶關聯公司及協力廠商提供來自於供應商的任何資訊。

11.7 Protection of Personal Data

個人資料保護

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

如果客戶向供應商揭露個人資料，供應商應遵守所有適用的資料保護法律和法規。

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

供應商應採取適當的物理、技術和組織措施來確保有合適的個人資料安全等級以應對相關風險及保證處理系統和服務的持續保密性、合規性、可用性和恢復力的能力。

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

供應商應盡一切合理努力，向其參與為客戶交付貨物或提供服務的員工發送適用的客戶的隱私權聲明（供應商或承包商聲明），參見：www.abb.com/PrivacyNotices。

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

對於客戶或其關聯公司合理認為為遵守適用的資料保護法律及法規和/或來自任何主管監督機構的指示和建議而有必要對第 11 條進行的變更，供應商同意其將不會拒絕或延遲同意該等變更，且供應商同意不會就任何此種變更的實施而向客戶收取額外費用。

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

供應商同意根據本合約進行的個人資料處理可能需要與客戶或其關聯公司簽訂額外的資料處理或資料保護協定。如果此種額外協議最初並未作為本合約的一部分訂立，則一經客戶要求，供應商、其相關關聯公司或分包商應立即簽署任何此種客戶指定及強制法律要求或資料保護主管機構或其他主管機構要求的協議。

12. LIABILITY AND INDEMNITY

責任及賠償

12.1 Without prejudice to applicable mandatory law, Supplier shall, without any limitations, indemnify and hold harmless Customer, and any affected Customer Affiliate, for all liabilities, damages, cost, losses or expenses incurred by Customer (or such Customer Affiliate) as a result of Supplier's breach of the Contract and/or Applicable Integrity Laws in connection to this Contract. Supplier shall, without any limitations, indemnify and hold harmless Customer and each relevant Customer Affiliate for any claim made by a third party against Customer (or such Customer

Affiliate) in connection with the Goods and/or Services, including but without limitation to claims that such Goods and/or Services infringe a third party's Intellectual Property Rights. Upon Customer's request Supplier shall defend Customer (or any relevant Customer Affiliate) against any third-party claims.

在不影響適用的強制性法律的情況下，供應商應無限制地補償客戶及任何受影響的客戶關聯公司並使其免由於供應商違反本合約及/或與本合約有關且適用的誠信法規而使客戶（或該客戶關聯公司）遭受的所有責任、損害、費用、損失或開支。供應商應無限制地補償客戶及相關的客戶關聯公司並使其免第三方向客戶（或該客戶關聯公司）提出的與貨物和/或服務有關的任何索賠，包括但不限於此種貨物和/或服務侵害第三方智慧財產權的索賠。經客戶要求，供應商應就任何第三方索賠為客戶（或任何相關的客戶關聯公司）辯護。

12.2 Supplier is responsible for the control and management of all its employees, suppliers and/or subcontractors, and it is responsible for their acts or omissions as if they were the acts or omissions of Supplier.

供應商負責對其所有員工、供應商和/或分包商進行控制和管理，並對他們的行為或疏忽負責，就如這些行為或疏忽是供應商所為。

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

供應商應有效保存並應要求提供在聲譽和經濟狀況良好的保險機構投保的足夠的責任保險和法定的勞工保險/雇主責任保險的證明，但該保險並不免除任何供應商向客戶（或任何客戶關聯公司）承擔的責任。投保額不應被視為責任限制。

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

客戶有權以本合約項下的任何索賠額抵銷應付給供應商的任何款項。

13. TERMINATION

終止

13.1 Customer may terminate the Contract for convenience in whole or in part by giving Supplier thirty (30) calendar days written notice. In such event Customer shall pay to Supplier the value of the delivered but unpaid Goods and/or Services (provided that such Goods and/or Services otherwise comply with the Contract) and proven direct costs reasonably incurred by Supplier for undelivered Goods and/or Services, however in no event more than the price for the Goods and/or Services agreed under the Contract. No further compensation will be due to Supplier.

客戶可提前三十（30）個日曆日向供應商發出書面通知因便利全部或部分終止本合約。在這種情況下，客戶應向供應商支付已提供的但未被償付的貨物和/或服務的價值（前提為此類貨物和/或服務符合合同的要求）和未提供的貨物和/或服務所產生的經過證實的直接合理成本，但是在任何情況下該支付金額不應超過本合約項下的貨物和/或服務價格。供應商將不能獲得任何進一步補償。

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

在供應商違反本合約的情況下，客戶有權根據第 8.4.6 條終止本合約。

13.3 Customer may terminate the Contract with immediate effect by notice in writing in the event that: (i) an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made against Supplier; or (ii) any circumstances arise which entitle the court or a creditor to appoint a receiver or administrator or to make a winding-up order; or (iii) other similar action is taken against or by Supplier by reason of its insolvency or in consequence of debt; (iv) there is a change of control of Supplier;

(v) the performance by Customer of any of its obligations hereunder becomes illegal or impracticable as a result of Trade Control Laws issued or amended after the date of this Contract and/or the Supplier becoming a Restricted Person; or (vi) any actual or imminent violation of Applicable Integrity Laws or other breach of Integrity provisions hereunder. Any claims for payment by the Supplier resulting from sub-items (v) or (vi) above, including claims for services previously rendered, shall be either suspended until Customer is able to lawfully fulfill such obligation or automatically terminated and cancelled and all payments previously made shall be promptly refunded to Customer to the extent permitted under applicable laws. Customer will not be liable to the Supplier for any costs, expenses or damages associated with such suspension or termination of the Contract. Such termination would be without prejudice to all rights of recourse which could be exercised by Customer.

如有下列情事，客戶可以通過書面通知終止本合約並立即生效：

(i) 針對供應商已申請臨時指令、或批准的自願安排、或已申請破產指令或已經做出破產指令；或(ii)出現了法院或債權人指定了接管人或管理人的任何情形，或做出了自願清算指令；或(iii)因破產或由此產生的債務已提起針對供應商的或供應商提起了其他類似的行動 (iv) 供應商的控制權有變化；(v) 由於本合約簽訂日期之後頒布或修訂的貿易管制法律，和/或供應商成為受限人士，導致客戶履行本合約項下的任何義務變得非法或不可行；或 (vi) 任何實際或即將發生的違反適用誠信法律的行為，或違反本合約中的其他誠信條款。由上述第(v)或(vi)項引起的供應商的任何付款要求，包括已提供服務的付款要求，應當暫停執行直至客戶能夠合法履行該義務，或者自動終止和取消，且在適用法律允許的範圍內，所有先前支付的款項應立即退還給客戶。客戶不對因本合約暫停或終止而產生的任何費用、支出或損失向供應商承擔責任。此類終止不影響客戶可行使的所有求償權利。

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

本合約一經終止，供應商應自行承擔費用立即將所有供應商控制的客戶或客戶關聯公司的財產（包括任何客戶資料、文件、和轉讓的智慧財產權）返還給客戶（或客戶關聯公司），並向客戶（或其指定的關聯公司）提供完整的與貨物及/或服務相關的文件。

14. FORCE MAJEURE 不可抗力

- 14.1 Neither Party (nor any Customer Affiliate receiving the Goods and/or Services) will be liable for any delay or failure to perform its obligations under a Contract if the delay or failure results from an event of Force Majeure. **Force Majeure** means an event that was not foreseeable by the affected Party (or Customer Affiliate) at the time of execution of the Contract, is unavoidable and outside the reasonable control of the affected Party (or Customer Affiliate), provided that it cannot overcome such event despite all reasonable efforts, and that it provides notice to the other Party (and, in the case of Supplier being affected, to any relevant Customer Affiliate) within five (5) calendar days from occurrence of the Force Majeure event.

任何一方（或任何接收貨物及/或服務的客戶關聯公司）不對由於不可抗力事件導致的延遲履行或未能履行本合約項下的義務負責。不可抗力事件指受影響方（或客戶關聯公司）在執行合同時不能預見、不可避免的和在受影響方（或客戶關聯公司）合理控制之外的事件，前提條件是儘管付出了所有合理努力，受影響方仍無法克服此種事件，並且受影響方在發生不可抗力事件後五（5）個日曆日內通知了另一方（如果供應商是受影響方，則應通知任何相關的客戶關聯公司）。

- 14.2 If a Force Majeure event exceeds thirty (30) calendar days, either Party may terminate the Contract forthwith by written notice

without liability. Each Party shall use reasonable efforts to minimize the effects of the Force Majeure event.

如果不可抗力事件持續超過三十（30）個日曆日，任何一方可以通過書面形式通知終止本合約，而無需承擔責任。雙方都應盡其合理努力，減輕不可抗力事件的影響。

15. ASSIGNMENT AND SUBCONTRACTING 轉讓及分包

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

未經客戶的事先書面批准，供應商不得轉讓、轉移、抵押或分包合同或其任何部分（包括來自客戶的任何應收款）亦不得聘請任何第三方履行供應商在本合約下的任何部分義務。

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

應客戶要求，供應商應向客戶提供與本合約相關的、由供應商聘用的關聯公司或第三方的所有被要求的資訊。客戶有權根據其合理判斷拒絕、要求替換或立即終止任何第三方。

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

客戶可以在任何時候，且可多次，將本合約的全部或部分進行轉讓、更新、轉移、分包或以任何其他方式處理，可轉讓給其關聯公司，或轉讓給收購了與相關合約有關的客戶集團公司業務部分的任何權益或所有權繼承人（且該受讓方可進行相同操作）。

16. NOTICES 通知

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

任何通知必須以掛號信、快遞、傳真或電子郵件的方式發送至本合約中說明的相關方的地址及/或該方（包括在相關交付地點的客戶關聯公司）以書面形式通知另一方的其他地址。以電子郵件和傳真發送的通知要求接收方的書面確認。供應商與本合約有關的回覆、通信內容、資訊或文件必須以本合約中使用的語言提供。

17. WAIVERS 棄權條款

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

未能實施或執行本合約的任何條款不構成放棄該條款，並且不影響以後執行該條款或任何其他條款的權利。

18. GOVERNING LAW AND DISPUTE SETTLEMENT 管轄法律和爭議解決

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

本合約受客戶註冊國（及/或州，若適用）的法律管轄，《聯合國國際貨物銷售合同公約》及其衝突法規則不適用。

- 18.2 If Customer and Supplier are registered in the same country, any dispute arising in connection with the Contract which cannot be

settled amicably shall be submitted for resolution to the jurisdiction of the competent courts at Customer's place of registration.

如果客戶和供應商在同一國家註冊，任何不能友好協商解決的與合同有關的爭議，應提交客戶註冊地的管轄法院進行裁決。

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

如果客戶和供應商在不同國家註冊，任何不能友好協商解決的與合同有關的爭議，應按照《國際商會仲裁規則》由遵照該規則指定的一名仲裁員進行最終裁決。仲裁地應為客戶的註冊地。仲裁程式和裁決語言應為英語。

19. SEVERABILITY

可分割性

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

本合約的任何條款無效或不可實施不會對剩餘條款的有效性或可實施性造成不利影響。本合約將給予效力，如同無效或不可實施條款已被具有類似經濟效果的條款取代。

20. SURVIVAL

存續性

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

本合約中明確表示在終止後繼續生效或從其屬性或上下文中推測在終止後繼續生效的條款將在終止後繼續保持全部效力。

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

第 8 條（質保和救濟）、第 9 條（智慧財產權）、第 10 條（誠信條款）、第 11 條（保密，資料安全，資料保護）和第 12 條（責任和賠償）規定的義務永久存在，並在合同到期或終止後繼續生效。

21. ENTIRETY

完整性

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

本合約（包含 ABB GTC）以及被納入（包括通過引用納入）訂單或其它協議的任何文件構成了雙方之間的完整協議，並取代了雙方之間此前就此達成的任何協議。

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

如果構成合約的文件之間存在任何不一致，則文件的優先順序應按以下排列順序為準：

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

客戶所訂立的任何合約（在該合約中明確指出與 ABB GTC 條款和條件的具體偏差之處）；其次

- 21.1.2 these ABB GTC; and,

本 ABB GTC；及

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

為避免疑義，任何其他文件中列出或引用的任何條款和條件均不適用，也不構成任何合約的一部分。

22. RELATIONSHIP OF PARTIES

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

雙方的關係是獨立的公平交易方，合約中的任何內容都不可被解釋為將供應商視為客戶（或任何客戶關聯公司）的代理人或僱員，或與客戶或任何客戶關聯公司形成任何形式的合夥關係，且供應商不得自稱為或代表客戶或其關聯公司行事。

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

本合約不意味著客戶（或任何客戶關聯公司）與供應商之間，或客戶（或任何客戶關聯公司）與被指派執行本合約的供應商員工之間存在任何僱傭關係。客戶及其關聯公司不對供應商及其被指派執行本合約的員工的勞動、社會保險或稅務承擔任何責任或義務。