

ABB GENERAL TERMS AND CONDITIONS

FOR PURCHASE OF GOODS AND/OR SERVICES (2018-1 STANDARD)

ABB 货物和/或服务采购一般条款(2018-1 标准)

1. DEFINITIONS AND INTERPRETATION

定义和解释

1.1 The following terms have the following meanings:

以下术语定义如下:

ABB GTC: these ABB General Terms and Conditions for Purchase of Goods and/or Services (2018-1 Standard);

ABB GTC: 当前的《ABB 货物和/或服务采购一般条款》(2018-1 标准);

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

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

Contract: a written agreement and/or the Order for the purchase of Goods and/or Services by Customer from Supplier, including any other documents submitted by Customer to form part thereof, such as but without limitation to any specifications;

合同: 书面协议和/或客户从供应商采购货物和/或服务的订单, 包括任何其他由客户提交的构成此部分的文件, 例如但不限于任何规格;

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

客户: 从供应商处订购货物和/或服务的一方;

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

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

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

交付: 供应商按照第 5.1 条交付货物;

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

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

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

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

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

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

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

订单: 客户向供应商发出的采购货物和/或服务的订单;

Party: Customer or Supplier, collectively the Parties;

一方: 客户或供应商, 合称双方;

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

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

个人数据: 身份明确或可查明身份的自然人的任何数据或信息;

Service: 供应商根据合同将提供的服务;

Supplier: the party providing the Goods and/or Services to Customer;

供应商: 向客户提供货物和/或服务的一方;

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

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

1.2 References to clauses are references to clauses of the ABB GTC. 参考条款是指参考“ABB GTC”中的条款。

1.3 Headings are for convenience only and do not affect the interpretation of the ABB GTC. 标题仅为提供方便, 不应影响“ABB GTC”条款的解释。

2. APPLICATION

适用

2.1 The ABB GTC govern the Contract.

“ABB GTC”适用于合同。

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

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

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

供应商应通过书面声明明示或通过全部或部分履行合同默示以接受合同。

2.4 Any amendments to the Contract must be agreed in writing.

任何对合同的修改必须书面达成一致。

3. SUPPLIER'S RESPONSIBILITIES

供应商的职责

3.1 Supplier shall deliver the Goods and provide the Services:

供应商应按照下列条件交付货物和提供服务:

3.1.1 in accordance with the applicable laws and regulations;

遵守适用的法律和法规;

3.1.2 in accordance with the Contract and all Customer instructions;

遵照合同和所有客户指示;

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

没有瑕疵并且不存在第三方的任何权利; 和

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

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

3.2 Supplier shall ensure that the Goods are packed according to industry standards and in a manner adequate to preserve and protect the Goods.

供应商应确保货物根据行业标准和以足以保存和保护货物的方式包装。

3.3 When Customer identifies quality related issues on the part of Supplier, Customer 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 of Supplier based on the results of the root cause analysis or where Supplier fails to comply with this Clause.

当客户发现供应商有与质量相关的问题，客户将通知供应商。尽管合同下客户享有其他的救济措施，客户可以指示供应商自担风险和费用对质量相关问题的根本原因进行分析；此种分析应自客户发出质量相关问题的通知之日起的十（10）个日历日内做出并报告给客户。客户保留基于供应商根本原因分析结果或在供应商未遵守此条款时对供应商进行审计的权利。

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

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

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

供应商不得推迟任何货物的交付或服务的提供。

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

供应商对其员工和其分包商发生的与提供货物和/或服务有关的任何职业事故或疾病承担完全的排他性的责任。

3.7 Supplier is solely and exclusively responsible for any claims and/or lawsuits filed by its employees and/or subcontractors, and shall, without any limitations, defend, indemnify and hold Customer 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 with all requested documentation and information necessary to ensure proper legal defence of Customer in court.

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

3.8 Customer is authorized to make 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 Customer for any payments made.

为避免诉讼、留置或抵押，客户被授予向合同项下提供货物和/或服务的供应商的员工和分包商支付任何到期款项。此种付款通过扣除给予供应商的信用额度、抵消或任何其他方式进行。供应商应客户要求提供关于此种付款所需的任何支持且对客户进行补偿。

4. PAYMENT, INVOICING

付款、开票

4.1 In consideration of the Goods delivered and/or the Services provided by Supplier in accordance with the Contract, Customer shall pay to Supplier the purchase price stated in the Contract provided the invoice fulfils the requirements defined by Customer.

作为供应商按照合同交付货物和/或提供服务的对价，客户应向供应商支付合同中载明的采购价格，前提是发票满足客户的要求。

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.

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

4.3 Invoices must be sent to the billing address specified in the Contract.

发票必须发送至合同中载明的账单地址。

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

客户应根据合同约定的付款条款付款。

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

客户仅将针对成本价以及书面约定的价格支付费用。

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

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

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

客户有权抵销，或客户有权扣减未遵照合同规定所供货物和/或服务的款项。

5. DELIVERY, PERFORMANCE OF SERVICES

交付，履行服务

5.1 Unless agreed otherwise in the Contract, the Goods shall be delivered in accordance with INCOTERMS 2010 FCA, to the place defined in the Contract or, if no such place has been defined, to Customer's place of business.

除非合同中另有约定，货物应根据《国际贸易术语解释通则 2010》FCA 术语交付至合同中载明的地点，如未载明该地点，应交付至客户营业地点。

5.2 The Services shall be provided at the place specified in the Contract or, if no such place has been specified, at Customer's place of business.

应在合同中载明的地点提供服务，如未载明该地点，应在客户营业地点提供该服务。

5.3 Supplier shall provide no later than at the time of acceptance of the Contract the following minimum information: number of packages and contents, the customs tariff numbers of the country of consignment, and the countries of origin for all Goods. For controlled Goods, the relevant national export control numbers must be indicated and, if the Goods and/or Services are subject to U.S. export regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR) must be specified. Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; certificates of origin upon request. Supplier shall state the Order number on all invoices (in particular but not limited to commercial, pro forma or customs invoices).

供应商应不迟于在接受合同时至少提供以下信息：包裹数量和容量、起运国的海关关税号，所有货物的来源国。对于受监管的货物，必须注明相关的国家出口控制号，如果货物和/或服务须遵守美国出口法律，必须注明《美国出口控制分类编号》(ECCN)或《国际武器贸易条例》(ITAR)分类号。无要求，应提交优惠原产地证明、合规申报和起运国或目的国标志；一经要求，提交原产地证明。供应商应在所有发票上注明订单编号（特别是但不限于商业、形式或海关发票）。

5.4 The Goods shall be delivered, and Services shall be provided during Customer's business hours unless otherwise requested by Customer.

除非客户另有要求，否则应在客户的营业时间内交付货物，提供服务。

5.5 Upon Delivery, Supplier (or its appointed carrier) shall provide Customer 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.

交付时，供应商（或其指定承运人）应向客户提供交货单和任何第 5.3 条中未提及的其他所需的出口和进口文件。如果客户批准部分交付，则交货单应包含剩余未交付的数量信息。

5.6 Ownership of the Goods passes to Customer at Delivery. To the extent that the Goods contain Embedded Software, ownership of such Embedded Software will not pass to Customer, but Supplier shall grant, or – as applicable – shall procure that the third party owner grants, Customer and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty-free right to use the Embedded Software as integral part of such Goods and/or for servicing either of them.

货物的所有权在交付时转移给客户。如果货物包含嵌入式软件，相关嵌入式软件的所有权不转移给客户，但是对于作为货物一部分和/或服务于其中任一嵌入式软件，供应商应授权或应使第三方所有者授权（如适用）客户和所有用户全球性的、不可撤销的、永久性的、可转让的、非排他性的、免使用费的使用嵌入式软件的权利。

6. ACCEPTANCE

验收

6.1 Delivery of Goods or provision of Services may not be deemed to be acceptance of such Goods or Services by Customer. Customer 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 shall have reasonable time to provide notice of such defect after it has become apparent and/or to reject the Goods and/or Services.

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

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

双方可以约定某种验收程序，客户发出书面验收声明视为接受。供应商应在合理时间内就货物和/或服务可供验收的时间事先书面通知客户。

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

客户可以针对任何被拒绝的货物或服务采取合同中载明的任何救济。

7. DELAY

延迟

If the Delivery of Goods or the provision of Services does not comply with the agreed date(s), Customer may:

如果交付的货物或提供的服务未遵守约定的日期，客户可以：

7.1 terminate the Contract in whole or in part;

全部或部分终止合同；

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

拒绝任何后续交付的货物或提供的服务；

7.3 recover from Supplier any expenses reasonably incurred by Customer in obtaining the Goods and/or Services in substitution from another supplier;

要求供应商赔偿客户从其他供应商处获得替代货物和/或服务合理产生的任何费用；

- 7.4 claim damages for any cost, loss, expenses and liquidated damages incurred by Customer which are attributable to Supplier's delay; and

就可归因于供应商延迟的任何成本、损失、费用和违约金进行索赔；和

- 7.5 claim liquidated damages as agreed in the Contract.

按合同约定要求违约金。

8. WARRANTY AND REMEDIES

质保和救济

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

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

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

供应商保证货物在交付日是全新未用的，并在质保期内无瑕疵。

- 8.3 The warranty period is twenty four (24) months from Delivery.

质保期为交付后二十四 (24) 个月。

- 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 more of the following remedies at its discretion and at Supplier's expense:

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

- 8.4.1 to give Supplier another opportunity to carry out any additional work necessary to ensure that the Contract is fulfilled, and/or to obtain prompt repair or replacement of the defective Goods and/or Services;

给予供应商另一个机会采取额外的必要措施，以确保满足合同要求，和/或迅速修理或更换有瑕疵的货物和/或服务；

- 8.4.2 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;

采取 (或指示第三方采取) 任何额外的必要措施使货物和/或服务符合合同要求；

- 8.4.3 to refuse any further Goods and/or Services;

拒绝任何后续的货物和/或服务；

- 8.4.4 to claim such damages as may have been sustained by Customer as a result of Supplier's breach of the Contract;

就供应商违反合同导致客户遭受的损失进行索赔；

- 8.4.5 to terminate the Contract; in such event Customer has no obligation to compensate Supplier, and, 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.

终止合同；在此情况下，客户没有义务补偿供应商，且如客户要求，供应商应将任何从客户处收取的货物和/或服务的款项退还客户，并自担费用和 risk 取回货物。

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

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

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

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

9. INTELLECTUAL PROPERTY RIGHTS

知识产权

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

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

- 9.2 Supplier herewith assigns to Customer 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 to the Intellectual Property Rights.

供应商向客户转让服务所产生的货物的任何知识产权的完整所有权。一旦客户要求并承担其费用，供应商进一步同意采取所有进一步必要的措施完善客户对知识产权的所有权。

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

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

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

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

- 9.5 If any claim is made against Customer 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 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 by non-infringing equivalents. Otherwise, Customer is entitled to terminate the Contract and to reclaim all sums which it has paid to Supplier thereunder.

如果因货物和/或服务侵犯第三方知识产权而使客户被提起任何索赔，供应商应自担费用，由客户决定 (i) 为客户和客户

的客户(视具体情况),获得继续使用货物和/或服务的权利;
(ii)修改货物和/或服务使之停止侵权;或(iii)以不侵权的同等物代替货物和/或服务。否则,客户有权终止合同并要求供应商返还所有已支付给供应商的款项。

10. COMPLIANCE, INTEGRITY

诚信合规

10.1 Supplier shall provide the Goods and/or Services in compliance with all relevant laws, regulations, and codes of practice.

供应商应遵照所有相关法律、法规、和规范提供货物和/或服务。

10.2 Supplier and its subcontractors must comply with the ABB List of Prohibited and Restricted Substances and report to Customer 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 with documents, certificates and statements as requested. Any statement made by Supplier to Customer (whether directly or indirectly) with regard to materials used for or in connection with the Goods and/or Services will be deemed to be a representation under the Contract.

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

10.3 Supplier represents and warrants that it is and will remain fully compliant with all applicable trade and customs laws, regulations, instructions, and policies, including, but not limited to, satisfying all necessary clearance requirements, proofs of origin, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the provision of services, the release or transfer of goods, hardware, software and technology.

供应商陈述并保证其是并将一直遵守所有适用的贸易和海关法律,规定,指令以及政策,包括但不限于:满足有管辖权的政府机构所有必须的清关要求,来源地证明,向其取得进出口许可和豁免,完成所有适当的备案,和/或披露有关提供服务,货物、硬件,软件 and 技术的转让或转移。

10.4 No material or equipment included in or used for the Goods and/or Services must originate from any company or country listed in any relevant embargo issued by the authority in the country where the Goods and/or Services will be used or an authority otherwise having influence over the equipment and material forming part of the Goods and/or Services. If any of the Goods and/or Services are or will be subject to export restrictions, it is Supplier's responsibility to promptly inform Customer in writing of the particulars of such restrictions.

若货物和/或服务在某一国家使用或某一机构以任何方式对构成货物和/或服务的设备及材料有影响力,则货物和/或服务不允许包含或使用来自于被该国家列于禁止或限制贸易清单上的公司或国家的材料或设备。如果任何货物和/或服务受到或将要受到出口限制,供应商应负责立即书面告知客户有关该等限制的详细情况。

10.5 Both Parties warrant that each will not, directly or indirectly, and that each has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of each Party, or any other party in a manner contrary

to applicable laws (including but not limited to the U. S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and, where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials), and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the Contract will render either Party or any of its Affiliates liable to reimburse the other for any such consideration given or promised.

双方特此保证,任何一方不会,且未知悉其他人会,直接或间接地,以违反相关法律(包括但不限于美国《反海外贿赂法》、《2010年英国反贿赂法案》,以及适用的经合组织成员国为实施《禁止在国际商业交易中贿赂外国政府官员公约》制定的立法)规定的方式,向各方或任何其他方客户、政府官员、双方的代理、董事和员工或任何第三方付款、赠送礼物或做出其他承诺,并且双方应遵守所有有关贿赂和腐败的法律、法规、条例和规定。本合同的任何规定均不使任何一方或任何其关联公司承担义务偿付另一方任何已给予的或承诺的此种对价。

10.6 Supplier herewith acknowledges and confirms that Supplier has received a copy of ABB's Code of Conduct and ABB's Supplier Code of Conduct or has been provided information on how to access both ABB Codes of Conduct online under www.abb.com/Integrity. Supplier agrees to perform its contractual obligations in accordance with both ABB Codes of Conduct.

供应商在此认可并确认,其已收到一份 ABB 的行为准则和《ABB 供应商行为准则》或已知悉如何在线(www.abb.com/Integrity)获取 ABB 行为准则的信息。供应商同意按照 ABB 的行为准则履行其合同义务。

10.7 ABB has established reporting channels where Supplier and its employees may report suspected violations of applicable laws, policies or standards of conduct: Web portal: www.abb.com/Integrity – **Reporting Channels**; contact details specified on this Web portal.

ABB 已建立了报告渠道,供应商和其员工可以通过此渠道报告可疑的违反适用的法律、政策或标准的行为;网址:www.abb.com/Integrity – **Reporting Channels**;联系详情见网站。

10.8 Any violation of an obligation contained in this Clause 10 is a material breach of the Contract and entitles the other Party to terminate the Contract with immediate effect and without prejudice to any further rights or remedies available thereunder or at law. Notwithstanding anything to the contrary in the Contract, Supplier shall, without any limitations, indemnify and hold harmless Customer for all liabilities, damages, cost or expenses incurred as a result of any such violation and termination of the Contract, or arising from export restrictions concealed by Supplier.

任何对第 10 条义务的违反是对本合同的实质性违约,并使另一方有权终止合同并立即生效,且不影响其根据本合同或法律获得任何进一步的权利或救济。尽管合同中有任何相反规定,供应商应无限制地补偿和使客户免受由任何此种违反或终止合同导致的或由供应商隐瞒出口限制导致的所有责任、损害、成本或费用。

11. CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION

保密,数据安全,数据保护

11.1 Supplier shall keep in strict confidence all Customer Data and any other information concerning Customer's or its Affiliates' business, their products and/or their technologies which Supplier obtains in connection with the Goods and/or Services to be

provided (whether before or after acceptance of the Contract). Supplier shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors or other third parties as need to know the same for the purpose of the provision of the Goods and/or Services to Customer. Supplier shall ensure that such employees, agents, subcontractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Supplier and will be liable for any unauthorized disclosures.

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

11.2 Supplier shall apply appropriate safeguards, adequate to the type of Customer Data to be protected, against the unauthorised 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 authorised representatives, including auditors, counsels, consultants and advisors) provided always that (i) such information is disclosed on a strict need-to-know basis, and (ii) such Permitted Additional Recipients sign with Supplier a confidentiality agreement with terms substantially similar hereto or, where applicable, are required to comply with codes of professional conduct ensuring confidentiality of such information. Supplier shall comply with, and ensure that the Permitted Additional Recipients comply with, any security procedure, policy or standard provided to Supplier by Customer or any of its Affiliates from time to time, and in particular with the ABB Cyber Security Requirements for Suppliers as made available under www.abb.com/Supplying/Cybersecurity, or as otherwise set out in the Contract.

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

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

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

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

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

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

供应商应不延迟地通知客户对于违反数据安全的怀疑或其他严重事件或任何和客户数据有关的不寻常事件。

11.6 Supplier agrees that Customer may provide any information received from Supplier to Affiliates of Customer and to third parties.

供应商同意客户可以向其关联公司及第三方提供来自于供应商的任何信息。

11.7 Protection of Personal Data

个人数据保护

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

如果客户向供应商披露个人数据，供应商应遵守所有适用的数据保护法律和法规。

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

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

11.7.3 Supplier 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 in order to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority, and agrees to implement any such changes at no additional cost to Customer.

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

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

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

12. LIABILITY AND INDEMNITY**责任和赔偿**

12.1 Without prejudice to applicable mandatory law, Supplier shall, without any limitations, indemnify and hold harmless Customer for all liabilities, damages, cost, losses or expenses incurred by Customer as a result of Supplier's breach of the Contract. Supplier shall, without any limitations, indemnify and hold harmless Customer for any claim made by a third party against Customer 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 against any third party claims.

在不影响适用的强制性法律的情况下，供应商应无限制地补偿客户和使客户免受由于供应商违反合同而使客户遭受的所有责任、损害、费用、损失或开支。供应商应无限制地补偿客户和使客户免受第三方向客户提出的与货物和/或服务有关的任何索赔，包括但不限于此种货物和/或服务侵犯第三方知识产权的索赔。经客户要求，供应商应就任何第三方索赔为客户辩护。

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

供应商负责对其所有员工、供应商和/或分包商进行控制和管理，并对他们的行为或疏忽负责，就如这些行为或疏忽是供应商所为。

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

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

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

客户有权以合同项下的任何索赔额抵消应付给供应商的任何款项。

13. TERMINATION**终止**

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

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

13.2 In the event of Supplier's breach of the Contract, Customer is entitled to terminate the Contract in accordance with Clause 8.4.

在供应商违反合同的情况下，客户有权根据第 8.4 条终止合同。

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

若(i)针对供应商已申请临时指令、或批准的自愿安排、或已申请破产指令或已经做出破产指令；或(ii)出现了法院或债权人指定了接管人或管理人的任何情形，或做出了自愿清算指令；或(iii)因破产或由此产生的债务已提起针对供应商的或供应商提起了其他类似的行动；或(iv)供应商的控制权有变化，客户可以通过书面通知终止合同并立即生效。

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

一旦合同终止，供应商应自担费用立即将所有供应商控制的客户财产（包括任何客户数据、文档、和转让的知识产权）返还给客户，并向客户提供完整的与已交付货物和/或服务相关的文档。

14. FORCE MAJEURE**不可抗力**

14.1 Neither Party 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 at the time of execution of the Contract, is unavoidable and outside the reasonable control of the affected Party, provided that it cannot overcome such event despite all reasonable efforts, and that it provides notice to the other Party within five (5) calendar days from occurrence of the Force Majeure event.

任何一方不对由于不可抗力事件导致的延迟履行或未能履行合同项下的义务负责。不可抗力事件指受影响方在执行合同时不能预见、不可避免的和在受影响方合理控制之外的事件，前提条件是尽管付出了所有合理努力，受影响方仍无法克服此种事件，并且受影响方在发生不可抗力事件后五（5）个日历日内通知了另一方。

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 minimise the effects of the Force Majeure event.

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

15. ASSIGNMENT AND SUBCONTRACTING**转让和分包**

15.1 Supplier may neither assign, nor transfer, encumber nor subcontract the Contract, nor any parts thereof (including any monetary receivables from Customer) without prior written approval of Customer.

未经客户的事先书面批准，供应商不得转让、转移、抵押或分包合同或其任何部分（包括来自客户的任何应收款）。

15.2 Customer may assign, transfer, encumber, subcontract or deal in any other manner with the Contract or parts thereof to its Affiliates.

客户可将合同或其任何部分转让、转移、抵押、分包或以其他方式交易给其关联公司。

16. NOTICES**通知**

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 or to such other address as such Party may have notified in writing. E-mail and fax require written confirmation of the receiving Party. Supplier's reply, correspondence, information or documentation related to the Contract must be provided in the language used in the Contract.

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

17. WAIVERS**弃权**

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

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

18. GOVERNING LAW AND DISPUTE SETTLEMENT**管辖法律和争议解决**

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

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

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

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

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

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

19. SEVERABILITY**可分割性**

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

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

20. SURVIVAL**持续性**

20.1 Provisions of the Contract which either are expressed to survive its termination or from their nature or context it is contemplated

that they are to survive such termination will remain in full force and effect notwithstanding such termination.

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

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

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

21. ENTIRETY**完整性**

The Contract constitutes the entire agreement between the Parties and replaces any prior agreement between them with regard to its subject.

本合同构成了双方之间的完整协议，并可取代双方之间此前就此达成的任何协议。

22. RELATIONSHIP OF PARTIES**双方关系**

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

双方之间是独立的公平交易方，双方之间的合同不得解释为供应商为客户的代理或员工或双方有合伙关系，并且不允许供应商代表客户或以客户的名义行事。

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

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