

**ABB GENERAL TERMS AND CONDITIONS  
FOR PURCHASE OF GOODS  
ABB GTC/GOODS (2012-1 STANDARD)  
ABB 货物采购一般条款  
ABB GTC/货物 (2012-1 标准)**

**DATE:** November 15, 2012

**日期:** 2012 年 11 月 15 日

**FOR:** ABB Affiliates' purchases of tangible movable items (goods).

适用范围: ABB 关联公司采购有形可移动物品 (货物)

**1. DEFINITIONS AND INTERPRETATION**

**定义和解释**

**1.1 In this document**

在本文中

**“ABB GTC/Goods”**: means the present ABB General Terms and Conditions for Purchase of Goods (2012-1 Standard);

**“ ABB GTC/货物”**: 指当前的《ABB 货物采购一般条款》(2012-1 标准);

**“Affiliate”**: means any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by, or is under common ownership with, by virtue of a controlling interest of 50 % or more of the voting rights or the capital, a Party to the contractual relationship on which this ABB GTC/Goods is applicable;

**“关联公司”**: 指现在或将来直接或间接以拥有 50% 控制利益或以上投票权或股本的方式控制本“ ABB GTC/货物”适用的合同关系方、被合同关系方控制或与合同关系方一起受其他方控制的任何公司制或非公司制实体;

**“Contract”**: means Supplier's agreement to deliver the Goods to Customer, and Customer's acceptance of such Delivery of Goods under this ABB GTC/Goods, the Order and the documents attached to the Order;

**“合同”**: 指供应商根据本“ ABB GTC/货物”条款、订单和订单随附文件同意向客户交付货物而客户接受该货物的协议;

**“Customer”**: means the purchasing ABB Affiliate ordering Goods from Supplier;

**“客户”**: 指从供应商处订购货物的 ABB 关联公司;

**“Delivery”**: means delivery completion of Goods by Supplier in accordance with INCOTERMS 2010 DAP unless otherwise specified in the Order;

**“交付”**: 指供应商按照《国际贸易术语解释通则 2010》DAP 术语定义完成货物交付, 除非订单另有规定;

**“Embedded Software”**: means software necessary for operation of Goods and embedded in and delivered as integral part of Goods, however excluding any other software, which shall be subject to a separate licence agreement;

**“嵌入式软件”**: 指嵌入货物之中、作为货物一部分交付的并对于货物运转而言必要的软件, 不包括需遵守单独许可协议的任何其他软件;

**“Goods”**: means the tangible movable items to be delivered by Supplier under this ABB GTC/Goods and the related Order;

**“货物”**: 指供应商根据本“ ABB GTC/货物”条款和相关订单交付的有形可移动物品;

**“Intellectual Property (Rights)”**: all proprietary rights in results created intellectually (by thought) and protected by law, including but not limited to patents, patent applications and related divisionals and continuations, utility models, industrial designs, trade names, trademarks, copyrights (regarding software source codes, documentation,

data, reports, tapes and other copyrightable material) and respective applications, renewals, extensions, restorations, or proprietary rights in results created intellectually (by thought) which are protected by confidentiality, including but not limited to know-how and trade secrets;

**“知识产权 (权利)”**: 指受法律保护的智力 (思维) 劳动成果中的所有专属权利, 包括但不限于专利、专利申请和相关分项申请和后续申请、实用新型、工业设计、商品名称、商标、版权 (关于软件源代码、资料、数据、报告、磁带和其他享有版权的材料) 和相关申请、续期、延期、恢复, 或者受到保密条款保护的智力 (思维) 劳动成果中的专属权利, 包括但不限于专有技术和商业秘密;

**“IPR Indemnification”**: means reimbursement of Customer by Supplier for costs, claims, demands, liabilities, expenses, damages or losses (including without limitation to any direct, indirect, or consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of Supplier's third party Intellectual Property Right infringements;

**“知识产权侵权赔偿”**: 指供应商就其侵犯第三方知识产权产生的成本、索赔、要求、债务、费用、损害或损失 (包括但不限于任何直接、间接或继发损失、利润损失、声誉损失以及所有利息、罚金和法律及所有专业成本和费用) 对客户进行的赔偿;

**“Open Source Software (OSS)”**: means publicly available and accessible software which can be used, modified and further developed by everybody, however always in compliance with the relevant publicly available underlying licence terms and conditions;

**“开源软件 (OSS)”**: 指任何人都可使用、修改和进一步开发的可公开利用和存取的软件, 但是应始终遵守相关的公开的开源软件许可条款;

**“Order”**: consists of Customer filling in the Order form with all required Customer purchasing information based upon this ABB GTC/Goods, and such respective documents, specifications, drawings and annexures expressly referred to in or attached by Customer to such Order;

**“订单”**: 指客户遵照本“ ABB GTC/货物”条款以及订单中明确提及或随附的相关文档、规范、图纸和附录的明确要求填写所有必要采购信息的订购单;

**“Party”**: means either Customer or Supplier;

**“一方”**: 指客户或供应商;

**“Supplier”**: means the seller of the Goods such as the person, firm or company who accepts Customer's Order;

**“供应商”**: 指货物的出售方, 比如接受客户订单的个人、商行或公司;

**“Variation Order”**: means 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”**: 指对订单进行的变更, 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 Unless otherwise specified in the present ABB GTC/Goods:

除非本“ABB GTC/货物”条款中另有规定，否则：

1.2.1 References to clauses are to clauses of the ABB GTC/Goods;

参考条款是指参考“ABB GTC/货物”中的条款；

1.2.2 Headings to clauses are for convenience only and do not affect the interpretation of the ABB GTC/Goods;

条款标题仅为提供方便，不应影响“ABB GTC/货物”条款的解释；

1.2.3 The use of the singular includes the plural and vice versa;

单数词语的使用包含其复数，反之亦然；

1.2.4 The use of any gender includes all genders.

指明任何性别的词语包含所有性别。

## 2. APPLICATION OF TERMS

### 条款的适用

2.1 Each Order requires acceptance by Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part.

每份订单都需要供应商通过发出订单接受函的明确形式或通过完成订单的默认形式整体或部分接受。

2.2 The ABB GTC/Goods are the only terms and conditions upon which Customer is prepared to deal with Supplier for the provision of Goods, and it shall govern the Contract between Customer and Supplier to the exclusion of all other terms or conditions, except if and to the extent otherwise expressly agreed in writing between Customer and Supplier.

“ABB GTC/货物”是客户就货物提供与供应商进行交易依据的唯一条款，并应适用于客户和供应商之间的合同，所有其他条款被排除在外，除非客户和供应商通过书面形式另外明确达成一致的条款。

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

供应商报价单、确认书或订单接受函、规范或类似文档上背书的、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。

2.4 The ABB GTC/Goods version effective at the date when the Order was placed, applies to the respective Order, and any amendment(s) to the ABB GTC/Goods shall have no effect unless expressly agreed in writing and signed by duly authorised representatives of Customer and Supplier.

下订单时生效的“ABB GTC/货物”条款适用于相应的订单，任何对“ABB GTC/货物”条款的修改不应具备法律效力，除非客户和供应商正式授权代表书面一致明确同意并予以签署。

## 3. SUPPLIER'S RESPONSIBILITIES

### 供应商的职责

3.1 Supplier shall deliver the Goods as provided below:

供应商应按照下列条件交付货物：

3.1.1 in accordance with the applicable laws and regulations;

遵守相应的法律法规；

3.1.2 in accordance with the quality standards stated under Clause 9.1 and specified in the Order;

遵照 9.1 条说明的和订单中指明的质量标准；

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

没有任何瑕疵并且不存在第三方的任何权利；

3.1.4 on the due date specified in the Order; and

按照订单的规定日期；和

3.1.5 in the quantity specified in the Order.

按照订单的规定数量。

3.2 Supplier shall not substitute or modify any of the materials in the Goods or make any changes to the design of the Goods without Customer's prior written approval.

未经客户的事先书面批准，供应商不得替换或更改货物中的任何材料或对货物设计进行任何变更。

3.3 Supplier shall take care that the Goods are contained or packaged in the manner usual for such goods or, where there is no such manner, in a manner adequate to preserve and protect the Goods until Delivery completion.

供应商应保证以适用于该货物的通常方式进行包装或装箱，如果没有这种通常方式，应利用足以保存和保护货物直到交付完成的方式对货物进行包装或装箱。

3.4 Supplier shall submit invoices in an auditable form, complying with Supplier's and Customer's applicable local mandatory law, generally accepted accounting principles and the specific Customer requirements, containing the following minimum information: Supplier name, address and reference person including contact details (telephone, e-mail etc.); invoice date; invoice number; Order number (same as stated in the Order); Supplier number (same as stated in the Order); address of Customer; quantity; specification of Goods supplied; price (total amount invoiced); currency; tax or VAT amount; tax or VAT number; payment terms.

供应商应遵照供应商和客户当地适用的强制性法律、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，如电话、电子邮件等）；发票日期；发票号码；订单号码（与订单上的相同）；供应商编号（与订单上的相同）；客户地址；数量；货物规格；价格（开票总价）；货币；税款或增值税金额；税号或增值税编号；支付条件。

3.5 Invoices shall be issued to Customer as stated in the Order and sent to the invoice address specified in the Order.

应遵照订单中的说明向客户开具发票并发送到订单中说明的地址。

3.6 Customer may issue Variation Orders to Supplier to alter, amend, omit, add to, or otherwise change ordered Goods or parts thereof, and Supplier shall carry out such Variation Orders under the Order and/or ABB GTC/Goods. Agreed unit prices stated in the Order and/or otherwise agreed between Customer and Supplier shall apply.

客户可向供应商下达变更单，以更改、修改、删除、添加已订购的货物或部分货物，并且供应商应按照订单和/或“ABB GTC/货物”条款规定执行该变更单。订单中说明的一致同意单价和/或客户和供应商另外达成一致的单价应适用。

3.7 In no event Supplier shall suspend the Delivery of any Goods to Customer.

供应商在任何情况下都不应中止交付给客户的货物。

## 4. CUSTOMER'S RESPONSIBILITIES

### 客户的职责

4.1 In consideration of the Goods delivered by Supplier in accordance with the terms and conditions of the respective Order and the ABB GTC/Goods, Customer shall pay to Supplier the purchase price stated in the Order provided the invoice fulfils the requirements of Clause 3.4. 作为供应商按照相应订单和“ABB GTC/货物”中的条款交付货物的对价，客户应向供应商支付订单中说明的采购价格，前提条件是发票满足 3.4 条的要求。

4.2 Customer reserves the right to set off such amount owed to Supplier, or withhold payment for Goods not provided in accordance with the Order and the ABB GTC/Goods.

客户有权抵销供应商欠客户的金额，或客户有权扣减未遵照订单和“ABB GTC/货物”条款规定所供货物的款项。

## 5. DELIVERY

### 交付

5.1 The Goods shall be delivered in accordance with INCOTERMS 2010 DAP, to the point of delivery specified in the Order, or Customer's place of business if no other point of delivery has been specified by Customer.

货物应按照《国际贸易术语解释通则 2010》DAP 术语定义交付至订单中说明的交付地点，如果客户没有指定其他交付地点，应交付至客户营业地点。

5.2 Supplier shall ensure that each Delivery is accompanied by a delivery note, which shall contain the following minimum information (unless required otherwise by Customer): the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

供应商应确保每次交付都附随相应的交货单，该交货单至少包含下列信息（除非客户另有要求）：订单号码、订单日期、货物包数和容量以及如果是部分交付，剩余未交付的数量。

5.3 The Goods shall be delivered during Customer's business operation 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。

5.4 Upon Delivery, Supplier (or its appointed carrier) shall provide Customer with such export documents as are necessary together with a delivery note.

交付时，供应商（或其指定承运人）应随交货单一起向客户提供必要的出口文件。

5.5 Ownership (title) of the Goods shall pass to Customer at Delivery, except if otherwise expressly agreed. However, to the extent that the Goods contain Embedded Software, ownership (title) regarding such Embedded Software shall not be passed to Customer, however Customer and all users shall have a worldwide, irrevocable, perpetual, royalty-free right to use the Embedded Software as an integral part of such Goods or for servicing the Goods. In the event the Embedded Software or any part thereof is owned by a third party, Supplier shall be responsible for obtaining the respective software licences necessary from the third party before Delivery to comply with its obligations under the Order.

货物的所有权（所有权凭证）在交付时应转移给客户，除非另外明确达成一致。然而，如果货物包含嵌入式软件，相关嵌入式软件的所有权（所有权凭证）不应转移给客户，但是对于作为货物一部分或服务于货物的嵌入式软件，客户和所有用户应享有全球性的、不可撤销的、永久性免使用费的使用嵌入式软件的权利。如果嵌入式软件或其任何部分属于第三方所有，供应商应负责在交付前从该第三方处获得相应的软件许可，以遵守其在订单项下的义务。

5.6 In the event the Embedded Software contains or uses Open Source Software, Supplier must fully specify and inform Customer in writing and prior to Delivery about all Open Source Software implemented into or used by the Embedded Software. In the event that Customer cannot approve any Open Source Software components contained in or used by the Embedded Software, Supplier agrees to replace or substitute the affected Open Source Software component(s) contained in or used by the Embedded Software.

如果嵌入式软件包含或使用开源软件，供应商应在交付之前以书面形式就嵌入式软件使用或实施所有开源软件的情况充分说明和告知客户。如果客户不认可嵌入式软件中包含或使用的任何开源软件元件，供应商同意更换或代替嵌入式软件中包含或使用的受影响开源软件元件。

5.7 Supplier shall invoice Customer upon Delivery in accordance with Clause 3.4, but such invoicing shall be conducted separately from despatch of the Goods to Customer.

供应商应按照 3.4 条的规定在交付之后向客户开具发票，但是开具发票应与向客户发货分开。

## 6. ACCEPTANCE OF GOODS

### 货物接受

6.1 Customer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following Delivery or, in the case of a defect in the Goods, until a reasonable time after such defect has become apparent.

在交付之后有合理时间检验货物之前，或者若在货物有瑕疵的情况下，该瑕疵变得明显之后的合理时间之前，不应视为客户接受了任何货物。

6.2 If any Goods delivered to Customer do not comply with Clause 3 (Supplier's Responsibilities), or are otherwise not in conformity with the Order, then, without limiting any other right or remedy that Customer may have under Clause 10 (Remedies), Customer may reject the Goods and request replacement of the Goods or recover all payments made to Supplier by Customer.

如果交付给客户的任何货物没有遵守第 3 条（供应商的职责）的规定，或者不符合订单的规定，那么，在不影响客户根据第 10 条（救济）享有的任何其他权利或救济的情况下，客户可拒收货物，并要求更换货物或要求供应商全额退回客户支付的款项。

## 7. DELAYED DELIVERY

### 延迟交付

If Delivery of the Goods does not comply with the agreed delivery date(s) then, without prejudice to any other rights which it may have, Customer reserves the right to:

如果货物没有按照预定日期交付，那么，在不影响任何其他权利的情况下，客户有权：

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 which Supplier attempts to make;

拒绝供应商试图进行的任何后续货物交付；

7.3 recover from Supplier any expenditure reasonably incurred by Customer in obtaining the Goods 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合理发生的任何费用；

7.4 claim damages for any additional costs, loss or expenses incurred by Customer which are reasonably attributable to Supplier's failure to deliver the Goods on the agreed delivery date; and

就可合理归因于供应商未按时交付货物的任何额外成本、损失或费用进行索赔；和

7.5 claim additional compensation for liquidated damages if such compensation right is expressly stated in the respective Order.

要求额外的违约金赔偿，若该赔偿权利在相应订单中进行了明确说明。

## 8. INSPECTION OF GOODS

### 货物检验

8.1 At any time prior to Delivery and during Supplier's business hours, Customer shall have the right at its cost to (i) inspect the Goods and Supplier's manufacturing units upon providing reasonable notice, and/or (ii) request test samples of the respective Goods, or any parts or materials thereof.

在交付之前的任何时间并且是在供应商的营业时间内，客户有权自担费用（1）在发出合理通知的情况下，检验货物和供应商的生产装置；和/或（2）要求对相应货物或其任何部分或材料进行抽样测试。

8.2 If the results of such inspection or test sampling cause Customer to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or with any specifications and/or patterns supplied or advised by Customer to Supplier, Customer shall inform Supplier and Supplier shall immediately take such action as is neces-

sary to ensure conformity with the Order. In addition Supplier shall carry out such necessary additional inspection or testing at Supplier's own cost whereby Customer shall be entitled to be present and in attendance.

如果检验或抽样测试的结果使得客户认为，货物不符合或不可能符合订单或任何客户提供或告知供应商的规格和/或样品的要求，客户应通知供应商，供应商应立即采取必要措施确保符合订单要求。此外，供应商应自行承担费用进行必要的额外检验或测试，由此客户有权在场和参加该检验或测试。

8.3 Notwithstanding any inspection or test sampling by Customer, Supplier shall remain fully responsible for the Goods compliance with the Order. This applies whether or not Customer has exercised its right of inspection and/or testing and shall not limit Supplier's obligations under the Order. For the avoidance of doubt, inspection or testing of Goods by Customer shall in no event exempt Supplier from or limit Supplier's warranties or liability in any way.

不管客户进行了何种检验或抽样测试，供应商应完全负责货物符合订单的要求。这适用于不管客户是否行使了其检验和/或测试的权利，并且不应限制供应商在订单项下的义务。为避免疑义，客户检验或测试货物在任何情况下都不应以任何方式免除或限制供应商的保证或责任。

## 9. WARRANTY

### 质保

9.1 Supplier warrants that the Goods:

供应商保证货物：

9.1.1 comply with all agreed specifications, including all specified material, workmanship and the like, documentation and quality requirements, or in absence thereof are fit for the purposes for which goods of the same description type would ordinarily be used and keep the functionality and performance as expected by Customer according to Supplier's information, documentation and statements;

符合所有达成一致的规范，包括规定材料、工艺和同类性质要求、资料和质量要求，或在没有达成一致的规范情况下，符合相同类型货物通常用途，并根据供应商的信息、资料和声明保持具有客户期望的功能和性能；

9.1.2 are fit for any particular purpose expressly or impliedly made known to Supplier in the Order and/or Order related documents;

符合在订单和/或订单相关文件中明示或默示告知供应商的任何特定用途；

9.1.3 are new and unused at the date of Delivery;

在交付日期是全新未用货物；

9.1.4 are free from defects and rights of third parties;

没有任何瑕疵并且不存在第三方权利；

9.1.5 possess the qualities which Supplier has held out to Customer as a sample or model;

具有供应商提供给客户的样品或模型同样的质量；

9.1.6 comply with Clause 12 (Compliance with Relevant Law).

符合第 12 条规定（遵守相关法律）。

9.2 The warranty period shall be twenty four (24) months from Delivery, or such other time period stated in the Order or otherwise expressly agreed in the Contract.

质保期为交付后二十四（24）个月，或订单中说明的其他期限或合同中明确达成一致一致的期限。

9.3 In case of non-compliance with the warranty provided under this Clause, Customer shall be entitled to enforce the remedies provided in Clause 10 (Remedies) hereunder.

如果没有遵守本条中的质保规定，客户有权执行第 10 条（救济）中规定的救济。

## 10. REMEDIES

### 救济

10.1 In case of breach of warranty under Clause 9 (Warranty) or if Supplier otherwise fails to comply with any of the terms of the respective Order, Customer shall give notice in writing to Supplier of such breach of warranty and provide Supplier an opportunity to swiftly remedy it. If no Supplier action to remedy such breach has been taken within forty eight (48) hours of receiving such Customer notification, Customer shall be entitled to any one or more of the following remedies at its own discretion and at Supplier's own expense:

如果违反第 9 条（质保）中的质保规定或供应商没有遵守相应订单中的任何条款，客户应就该质保违约行为向供应商发出书面通知，并向供应商提供能迅速补救的机会。如果供应商在收到客户通知后四十八（48）小时内没有采取补救该违约的措施，客户可自主决定并由供应商承担费用享有下列任何一项或多项救济：

10.1.1 to give Supplier another opportunity to carry out any additional work necessary to ensure that the terms and conditions of the Order are fulfilled;

给予供应商另一个机会采取额外的必要措施，以确保满足订单要求；

10.1.2 to carry out (or to instruct a third party to carry out) any additional work necessary to make the Goods comply with the Order;

采取（或指示第三方采取）任何额外的必要措施使货物符合订单要求；

10.1.3 to obtain prompt replacement of the defective Goods by Goods conforming with the Order without defects;

利用符合订单要求没有瑕疵的货物迅速更换有瑕疵的货物；

10.1.4 to refuse to accept any further Goods, but without exemption from Supplier's liability for the defective Goods delivered by Supplier; 拒收任何后续货物，但是没有免除供应商针对瑕疵货物所应承担的责任；

10.1.5 to claim such damages as may have been sustained by Customer as a result of Supplier's breaches of the respective Order;

就供应商违反订单规定给客户遭受的损失进行索赔；

10.1.6 to terminate the Contract in accordance with Clause 15.2.

按照 15.2 条规定终止合同。

10.2 In the event that Clauses 10.1.1, 10.1.2 or 10.1.3 apply, the entire warranty period of Clause 9.2 shall be restarted.

如果 10.1.1、10.1.2 或 10.1.3 条适用，9.2 条规定的整个质保期应重新开始计算。

10.3 The rights and remedies available to Customer and contained in the ABB GTC/Goods are cumulative and are not exclusive of any rights or remedies available at law or in equity.

客户享有的包含在“ABB GTC/货物”条款中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。

## 11. INTELLECTUAL PROPERTY

### 知识产权

11.1 In the event that the Goods (and/or the Embedded Software) delivered by Supplier infringe any third party Intellectual Property Rights, Supplier shall, notwithstanding anything provided to the contrary or otherwise contained in this ABB GTC/Goods, the Order, or the Contract, provide IPR Indemnification to Customer. The IPR Indemnification applies whether or not Supplier may have been negligent or at fault and does not limit any further compensation rights of Customer. Supplier's obligation to indemnify Customer as provided under this Clause shall not apply if and to the extent the liability or damage was caused by Customer's own pre-existing Intellectual Property Rights contributed to, or implemented into the Goods provided by Supplier.

如果供应商提供的货物（和/或嵌入式软件）侵犯了任何第三方知识产权，不管本“ABB GTC/货物”条款、订单或合同是否有相反规定或其他规定，供应商应向客户提供知识产权侵权赔偿。不管供应商是否存在疏忽或犯错，知识产权侵权赔偿适用并且不限制

客户获得任何进一步赔偿的权利。如果由客户自身既存的知识产权用于或安装于供应商提供的货物中造成的责任或损失，本条款规定的供应商向客户赔偿的义务不应适用。

11.2 If any infringement claim is made against Customer, Customer may without prejudice to its rights under Clause 11.1 also request at its discretion and at Supplier's cost that Supplier (i) procures for Customer the right to continue using the Goods; (ii) modifies the Goods so that they cease to be infringing; or (iii) replaces the Goods so that they become non-infringing.

如果针对客户提起任何侵权索赔，客户可在不影响其根据 11.1 条享有的权利的情况下，可要求供应商由其承担费用（1）促成客户有权继续使用货物；（2）改造货物以便货物停止侵权；或（3）更换货物以便其不再侵权。

11.3 In the event Supplier cannot fulfil Customer's above request, Customer shall be entitled to terminate the Order, to reclaim all sums which Customer has paid to Supplier under the Order and to claim compensation in accordance with Clause 11.1 and for any other costs, losses or damages incurred whatsoever.

如果供应商不能满足客户的上述要求，客户有权终止订单，索回客户根据订单支付给供应商的所有款项，并可根据 11.1 条的规定要求补偿和就由此产生的任何其他成本、损失或损害要求赔偿。

## 12. COMPLIANCE WITH RELEVANT LAW

### 遵守相关法律

12.1 The Goods covered by this ABB GTC/Goods shall be provided by Supplier in compliance with all relevant legislation, regulations, and codes of practice, guidance and other requirements of any relevant government or governmental agency applicable to Supplier. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by Supplier shall be in compliance with the generally accepted best practice of the relevant industry.

本“ABB GTC/货物”条款涵盖的货物应由供应商遵照所有相关法律、法规、规范、指南以及任何相关政府或政府机构的其他要求进行提供。如果这些规定是建议性的而非强制性的，适用于供应商的合规标准应为遵守相关行业公认的最佳做法。

12.2 Both Parties warrant that each will not, directly or indirectly, and that each has no knowledge that the other Party or any third parties 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 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 this ABB GTC/Goods shall 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，且未知悉另一方会，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》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，向其客户、政府官员、双方的代理、董事和员工或任何其他方付款、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“ABB GTC/货物”条款的任何规定均不使任何一方承担义务偿付另一方任何已给予的或承诺的此种对价。

12.3 Either Party's material violation of any of the obligations contained in this Clause 12 (Compliance with Relevant Law) may be considered by the other Party to be a material breach of the respective contractual relationship for the sale of Goods to which this ABB GTC/Goods applies, and shall entitle such Party to terminate such contractual relationship with immediate effect and without prejudice to

any further right or remedies under such contractual relationship or applicable law.

任何一方对上述 12 条（遵守相关法律）规定的任何义务的实质性违反可被另一方视为对适用本“ABB GTC/货物”的相应货物销售合同关系的实质性违反，另一方因而有权立即终止本合同关系，并且不影响在本合同关系项下或适用的法律项下对此享有的任何进一步的权利或补救措施。

12.4 Supplier shall indemnify without any agreed limitations Customer for all liabilities, damages, costs, or expenses incurred as a result of any such violation of the above mentioned obligations and termination of the respective contractual relationship for the sale of Goods.

供应商应无任何限制条件地赔偿客户因其违反上述义务和终止相应的货物销售合同关系而导致的全部债务、损害、费用或开支，该赔偿没有任何达成的限制。

12.5 Upon signing an Order to which this ABB GTC/Goods applies, Supplier herewith acknowledges and confirms that it has been provided information on how to access ABB's Code of Conduct and ABB's Supplier Code of Conduct online (Web portal: [www.abb.com](http://www.abb.com)). Supplier agrees to perform its contractual obligations under the ABB GTC/Goods and the respective contractual relationship with substantially similar standards of ethical behaviour as stated in the above mentioned ABB Codes of Conduct.

一旦签署本“ABB GTC/货物”条款适用的订单，供应商在此认可并确认，其已知悉如何在线获取在线 ABB 的行为准则和《ABB 供应商行为准则》（网址：[www.abb.com](http://www.abb.com)）的信息。供应商同意按照上述提到的 ABB 的行为准则实质类似的标准履行其在本“ABB GTC/货物”条款和相应合同关系项下的合同义务。

12.6 Supplier must comply with the ABB Lists of Prohibited and Restricted Substances (available under [www.abb.com](http://www.abb.com) - Supplying to ABB - Doing Business with ABB).

供应商必须遵守《ABB 禁用和限制物质清单》规定（参见：[www.abb.com](http://www.abb.com) - Supplying to ABB - Doing Business with ABB）。

## 13. CONFIDENTIALITY AND DATA PROTECTION

### 保密和数据保护

13.1 Supplier shall: 供应商应:

13.1.1 Unless otherwise agreed in writing, keep in strict confidence all technical or commercial information, specifications, inventions, processes or initiatives of Customer which have been disclosed to Supplier by Customer or its agents and any other information concerning Customer's business or its products and/or its technologies, and which Supplier obtains in connection with the Goods (whether before or after acceptance of the Order). Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of the provision of the Goods to Customer. Supplier shall ensure that such employees, agents, sub-contractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Supplier and shall be liable for any unauthorized disclosures;

除非另外通过书面形式达成一致，对客户或其代理披露给供应商的所有客户的技术或商业信息、规范、发明、工艺或计划，以及涉及客户业务或其产品和/或技术的任何其他信息和供应商获取的关于货物（不管是在接受订单前还是在接受订单后）的信息进行严格保密。供应商应仅将这些保密信息披露给需要知道该保密信息以便提供货物给客户的其员工、代理或分包商。供应商应确保这些员工、代理、分包商或其他第三方遵守相同的适用于供应商的相同保密义务，并应对未经授权的任何披露负责；

13.1.2 Apply reasonable safeguards against the unauthorised disclosure of Customer's confidential and proprietary information and protect confidential information 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 the 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 such Permitted Additional Recipients sign with Supplier a confidentiality agreement with terminology substantially similar hereto or where applicable, are required to comply with codes of professional conduct ensuring confidentiality of such information;

按照相关行业的公认保护标准，或以保护其自有保密和专有信息的相同方式和相同程度采取合理的措施防止未经授权披露客户的保密和专有信息和保护保密信息——以更高的标准为准。供应商可向“允许的额外接收方”（指供应商的授权代表，包括审计人员、律师、顾问和咨询人员）披露保密信息，其前提条件是这些允许的额外接收方与供应商签署具有类似条款的保密协议，并要遵守职业行为准则以确保这些信息的保密性；

13.1.3 Take all necessary steps to ensure that Customer’s data or information which come into its possession or control in the course of delivering the Goods are protected. In particular Supplier shall not (i) use Customer’s data or information for any other purposes than for delivering the Goods, or (ii) reproduce the data or information in whole or in part in any form except as may be required by the respective contractual documents, or (iii) disclose Customer’s data or information to any third party not authorised by Customer to receive it, except with the prior written consent of Customer;

采取所有必要措施确保其在提供货物过程中获得或控制的客户数据或信息得到保护。尤其是，供应商不应（1）将客户的数据或信息用于提供货物之外的任何其他目的，或（2）以任何形式全部或部分复制客户的数据或信息，除非是相关合同文本要求；或（3）将客户数据或信息披露给任何未获客户授权的第三方，除非事先获得了客户的书面同意；

13.1.4 Install and update at its own costs required adequate virus protection software and operating system security patches for all computers and software utilized in connection with delivering the Goods and shall provide updates to Customer if so requested by Customer.

自担费用为所有与交付货物相关的所有计算机和软件安装和更新必要的病毒保护软件和操作系统补丁，并在客户要求的情况下向客户提供更新。

13.2 Supplier agrees that Customer shall be allowed to provide any information received from Supplier to any other ABB Affiliate.

供应商同意客户可将将从供应商处接收到的任何信息提供给任何其他 ABB 关联公司。

## 14. LIABILITY AND INDEMNITY

### 责任和赔偿

14.1 Without prejudice to applicable mandatory law or unless otherwise agreed between the Parties, Supplier shall compensate/indemnify Customer for all damages and losses in connection with the Goods whether or not Supplier may have been negligent or at fault (i) for Supplier’s breaches of the terms of Contract, and (ii) for any claim, except for IPR Indemnification for which Clause 11 (Intellectual Property) applies, made by a third party (including employees of Supplier) against Customer in connection with the Goods and to the extent that the respective liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods delivered by Supplier and/or its sub-contractors. 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或者除非双方另外达成一致，不管供应商是疏忽还是过错，供应商应就（1）供应商违反合同条款，和（2）第三方（包括供应商员工）就供应商和/或其分包商提供的货物造成、引起、导致的相关责任、损失、损害、伤害、成本或费用针对客户进行的与货物相关的任何索赔——第 11 条（知识产权）适用的知识产权侵权赔偿除外，对与货物相关的所

有损害和损失向客户进行赔偿/补偿。在客户的要求之下，供应商应为客户就任何第三方索赔进行辩护。

14.2 Supplier shall be responsible for observance of all of its suppliers and/or sub-contractors, and it shall be responsible for the acts, defaults, negligence or obligations of any of its suppliers and/or sub-contractors, its agents, servants or workmen as fully as if they were the acts, defaults, negligence or obligations of Supplier.

供应商应负责对其所有供应商和/或分包商进行监管并应对其任何供应商和/或分包商、其代理、雇员或工人的行为、违约、疏忽或义务负责，就如这些行为、违约、疏忽或义务是供应商的行为。

14.3 The provisions of this Clause 14 (Liability and Indemnity) shall survive any performance, acceptance or payment pursuant to this ABB GTC/Goods and shall extend to any substituted or replacement Goods delivered by Supplier to Customer.

第 14 条的规定（责任和赔偿）应在遵照本“ABB GTC/货物”条款在任何订单执行、接受或付款后继续生效，并应扩展适用于供应商提交给客户的任何更换或替代的货物。

14.4 Unless otherwise expressly stated in the respective Order, 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. Nothing contained in this Clause 14 (Liability and Indemnity) shall relieve Supplier from any of its contractual or other legal liabilities. The insured amount cannot be considered nor construed as limitation of liability.

除非在相应的订单中另外进行了明确说明，供应商应有效保存并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。第 14 条（责任和赔偿）包含的任何内容不应使供应商免于承担其任何合同或其他法律责任。投保额不应被视为或解释为责任限制。

14.5 Customer reserves the right to set off any claims under the Order against any amounts owed to Supplier.

客户有权以任何订单项下的索赔额抵销应付给供应商的任何款项。

## 15. TERM AND TERMINATION OF ORDERS

### 订单期限和终止

15.1 The respective contractual relationship established by an Order under this ABB GTC/Goods may be terminated for convenience in whole or in part by Customer upon giving Supplier thirty (30) calendar days written notice, unless otherwise expressly stated in the relevant Order. In such event Customer shall pay to Supplier the value of the already delivered but unpaid parts of the Goods and proven direct costs reasonably incurred by Supplier for the undelivered and unpaid parts of the Goods, however in no event more than the agreed purchase price for the Goods under the respective Order. No further compensation shall be due to Supplier.

适用本“ABB GTC/货物”的订单合同关系可在客户提前三十（30）个日历日向供应商发出书面通知的情况下方便地全部或部分终止，除非相关订单中另有明确规定。在这种情况下，客户应向供应商支付已交付但未付款货物的相关款项以及经过证实的由未交付和未付款货物遭致的合理的直接成本，但是在任何情况下该支付金额不应超过相关订单项下的货物采购价格。供应商不应获得任何进一步补偿。

15.2 In the event of Supplier’s breach of the Contract, including a breach of warranty, Customer shall be entitled to terminate the respective Contract established by an Order under this ABB GTC/Goods if Supplier fails to take adequate and timely actions to remedy a breach as requested by Customer. In such event, Customer shall have no obligation to compensate Supplier for the already delivered but unpaid parts of the Goods and Supplier shall be obliged to pay back to Customer any remuneration received from Customer for the Goods and take back the Goods at Supplier’s own cost and risk.

在供应商违反合同规定的情况下，包括违反质保条款，如果供应商未能按照客户的要求采取足够、及时的措施来补救这种违约行为，客户应有权终止根据本“ABB GTC/货物”项下订单生成的相应合同。在这种情况下，客户没有义务就已交付但未付款货物向供应商进行补偿，供应商应向客户退还其从客户处收到的任何货物款项，并且自担费用和风险收回货物。

15.3 Upon termination Supplier shall immediately and at Supplier's expense safely return to Customer all respective Customer property (including any documentation, data, and applicable Intellectual Property) and Customer information then in Supplier's possession or under Supplier's control and provide Customer with the complete information and documentation about the already delivered parts of the Goods.

一旦合同终止，供应商应自担费用立即安全地将所有相关的客户财产（包括任何文档、数据和适用的知识财产）和供应商拥有或控制的客户信息返还给客户，并向客户提供关于已交付货物的完整信息和资料。

## 16. FORCE MAJEURE

### 不可抗力

16.1 Neither Party shall be liable for any delay in performing or for failure to perform its obligations under a respective Order if the delay or failure results from an event of "Force Majeure." For clarification, Force Majeure means an event that was not foreseeable by the affected Party at the time of execution of the respective Order, is unavoidable and outside the control of the affected Party, and for which the affected Party is not responsible, provided such event prevents the affected Party from performing the respective Order despite all reasonable efforts, and the affected Party provides notice to the other Party within five (5) calendar days from occurrence of the respective event of Force Majeure.

任何一方都不应对由于“不可抗力”事件导致的延迟履行或未能履行相应订单项下的义务负责。为明确含义，不可抗力事件指受影响方在执行相应订单时不能预见、不可避免的和在受影响方控制之外、受影响方不负有责任的事件，前提条件是尽管付出了所有合理努力，这种事件依然阻止了受影响方执行相应的订单，并且受影响方在发生相应的不可抗力事件后五（5）个日历日内通知了另一方。

16.2 If an event of Force Majeure occurs which exceeds thirty (30) calendar days either Party shall have the right to terminate the relevant Order forthwith by written notice to the other Party without liability to the other Party. Each Party shall use its reasonable endeavours to minimise the effects of any event of Force Majeure.

如果不可抗力事件持续超过三十（30）个日历日，任何一方都有权通过书面形式通知另一方终止相应的订单，而无需对另一方承担责任。每方都应尽其合理努力，最大限度减轻不可抗力事件的影响。

## 17. ASSIGNMENT AND SUB-CONTRACTING

### 转让和分包

17.1 Supplier shall not assign, sub-contract, transfer, or encumber an Order or 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、分包、转移或抵押合同或其任何部分（包括来自客户的任何应收款）。

17.2 Customer may at any time assign, transfer, encumber, sub-contract or deal in any other manner with all or any of its rights or obligations under the respective Order and/or ABB GTC/Goods to any of its own ABB Affiliates.

客户可随时将其相应订单和/或“ABB GTC/货物”项下的全部或任何权利或义务转让、转移、抵押、分包或以其他方式转让给任何 ABB 关联公司。

## 18. NOTICES

### 通知

Any notice shall be given by sending the same by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in the Order or to such other address as such Party may have notified in writing to the other for such purposes. E-mail and fax expressly require written confirmation issued by the receiving Party. Electronic read receipts may not under any circumstances be deemed as confirmation of notice. Electronic signatures shall not be valid, unless expressly agreed in writing by duly authorised representatives of the Parties.

任何通知都应以挂号信、快件、传真或电子邮件的方式发送至订单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。电子邮件和传真明确要求接收方的书面确认。电子回执在任何情况下不能被视作通知确认函。电子签名应无效，除非双方正式授权代表通过书面形式明确达成一致。

## 19. WAIVERS

### 弃权

Failure to enforce or exercise, at any time or for any period, any term of the ABB GTC/Goods or an Order does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term herein contained.

在任何时间或任何期限未能实施或执行“ABB GTC/货物”条款或订单的任何条款，不构成和不应解释为放弃该条款，并且不影响以后执行该条款或任何其他条款的权利。

## 20. GOVERNING LAW AND DISPUTE SETTLEMENT

### 管辖法律和争议解决

20.1 The respective Order and/or ABB GTC/Goods shall be governed by and construed in accordance with the laws of the country (and/or the state, as applicable) of Customer's legal registration, however under exclusion of its conflict of law rules and the United Nations Convention on International Sale of Goods. In the event Customer is registered in the United States of America, the applicable law shall be the laws of the State of New York.

相应订单和/或“ABB GTC/货物”应受客户注册国（和/或州，若适用）的法律管辖并据其予以解释，《联合国国际货物销售合同公约》和其冲突法规则不适用。如果客户是在美国注册，适用的法律应为纽约州法律。

20.2 For domestic dispute resolution matters, whereby Customer and Supplier are registered in the same country, any dispute or difference arising out of or in connection with the respective Order and/or ABB GTC/Goods, including any question regarding its existence, validity or termination or the legal relationships established by the respective Order and/or ABB GTC/Goods, which cannot be settled amicably, shall be submitted to the jurisdiction of the competent courts of Customer's registration, unless other courts or arbitration are agreed in writing between the Parties. In the event Customer and Supplier are registered in the United States of America, the disputes shall be submitted to the State Courts of New York or the U. S. District Court for the Southern District of New York.

对于客户和供应商在同一国家注册的国内争议解决而言，任何由相应订单和/或“ABB GTC/货物”条款导致或与之相关的争议或差异，包括任何关于其存在、有效性或终止或相应订单和/或 ABB GTC/货物”形成的法律关系的问题，如果不能友好协商解决，应提交客户注册地的管辖法院进行裁决，除非双方通过书面形式就其他法院或仲裁达成一致。如果客户和供应商是在美国注册，争议应提交至纽约州法院或纽约南区美国地区法院。

20.3 For cross border dispute resolution matters whereby Customer and Supplier are registered in different countries, unless agreed otherwise in writing between the Parties, any dispute or difference arising out of or in connection with the respective Order and/or ABB GTC/Goods, including any question regarding its existence, validity or termination or the legal relationships established by the respective Order and/or ABB GTC/Goods, which cannot be settled amicably,

shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be the location where Customer is registered, unless otherwise agreed in writing. The language of the proceedings and of the award shall be English. The decision of the arbitrators shall be final and binding upon both Parties, and neither Party shall seek recourse to an ordinary state court or any other authority to appeal for revisions of the decision.

对于客户和供应商在不同国家注册的跨国争议解决而言，除非双方另外通过书面形式达成一致，否则任何由相应订单和/或“ABB GTC/货物”导致或与之相关的争议或差异，包括任何关于其存在、有效性或终止或相应订单和/或“ABB GTC/货物”形成的法律关系的问题，如果不能友好协商解决，应按照《国际商会仲裁规则》由遵照该规则指定的三名仲裁员进行最终裁决。仲裁地应为客户的注册地，除非另外通过书面形式达成一致。仲裁程序和裁决语言应为英语。仲裁员的裁决应是终局裁决，并对双方均具约束力。任何一方都不应向普通州法院或任何其他权威机构寻求改变原裁决。

## 21. SEVERABILITY

### 可分割性

The invalidity or unenforceability of any term or of any right arising pursuant to the ABB GTC/Goods and/or the Order shall not adversely affect the validity or enforceability of the remaining terms and rights, and the ABB GTC/Goods and/or the Order shall be given effect as if the invalid, illegal or unenforceable provision had been deleted and replaced by a provision with a similar economic effect to that of the deleted provision if this can be achieved by another provision.

“ABB GTC/货物”条款和/或订单任何条款或相关的任何权利无效或不可实施不应影响剩余条款和权利的有效性或可实施性造成不利影响，若另一条款可以达成如下效力，“ABB GTC/货物”条款和/或订单应给予效力，如同无效、非法或不可实施条款已被删除并以具有类似经济效果的条款取代被删除的条款。

## 22. SURVIVAL

### 持续性

22.1 Provisions of the ABB GTC/Goods which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination shall remain in full force and effect notwithstanding such termination.

“ABB GTC/货物”中明确表示在订单终止后继续生效或从其属性或上下文中推测在订单终止后继续生效的条款应在订单终止后继续保持全部效力。

22.2 The obligations set forth in Clauses 9 (Warranty), 10 (Remedies), 11 (Intellectual Property), 13 (Confidentiality and Data Protection) and 14 (Liability and Indemnity) shall survive termination.

第9条（质保）、第10条（救济）、第11条（知识产权）、第13条（保密和数据保护）和第14条（责任和赔偿）规定的义务应在订单终止后继续生效。

22.3 The obligations set forth under Clause 13 (Confidentiality and Data Protection) shall be valid for a period of five (5) years from Delivery of the Goods or termination of the Order unless otherwise agreed between the Parties.

第13条（保密和数据保护）中说明的义务应在货物交付或订单终止后五（5）年内继续生效，除非双方另外达成一致。

## 23. ENTIRETY

### 完整性

The ABB GTC/Goods and the Order constitute the entire Contract and understanding between the Parties and replace any prior agreement, understanding or arrangement between the Parties, whether oral or in writing, except to the extent of fraud or any fraudulent misrepresentation. The relationship of the Parties is that of independent parties dealing at arm's length and nothing in this underlying contractual

relationship shall 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 is not authorised to represent Customer as such.

“ABB GTC/货物”和订单构成了双方之间的完整合同和谅解，并可取代双方之间此前达成的书面或口头协议、谅解或安排，欺诈或任何欺诈性失实陈述除外。双方之间的关系是独立的交易关系，相应合同关系中的任何内容不应解释为供应商是客户的代理、员工或合作伙伴，供应商亦未获授权代表客户。

## 24. FURTHER ASSURANCES

### 进一步保证

The Parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by the respective Order and/or ABB GTC/Goods.

双方应采取合理的所有进一步措施和行动来实现相应订单和/或“ABB GTC/货物”条款项下所赋予的权利和预期的交易。