

**ABB GENERAL TERMS AND CONDITIONS  
FOR PURCHASE OF SERVICES  
ABB GTC/SERVICES (2013-1 STANDARD)  
ABB 服务采购一般条款  
ABB GTC/服务 (2013-1 标准)**

**DATE:** September 15, 2013

**日期:** 2013年9月15日

**FOR:** ABB Affiliates' purchases of services, excluding services related to R&D work, product development, software, information systems, and networks, transportation and logistics, erection and installation of machinery and equipment, provision of temporary work(ers), and legal support.

**适用范围:** ABB 关联公司采购服务, 不包括研发工作、产品开发、软件、信息系统、和网络、运输和物流、机建和安装机器和设备、提供临时工作(工人)和法律支持相关的服务。

## 1. DEFINITIONS AND INTERPRETATION

### 定义和解释

#### 1.1 In this document

在本文中

**“ABB GTC/Services”:** means the present ABB General Terms and Conditions for Purchase of Services (2013-1 Standard);

**“ ABB GTC/服务”:** 指当前的《ABB 服务采购一般条款》(2013-1 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 a Party, by virtue of a controlling interest of 50 % or more of the voting rights or the capital;

**“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一方、被该方控制或与该方一起受其他方控制的任何公司制或非公司制实体;

**“Applicable Terms and Conditions”:** means the terms and conditions applicable to the respective Contractual Relationship established by the Order – comprising the terms and conditions of the ABB GTC/Services and other terms and conditions contained in the Order and/or any contractual document (written frame or direct agreement) regarding the purchase of the Services;

**“适用条款”:** 指适用于订单确定的各个合同关系的条款-包括“ ABB GTC/服务”的条款和订单包含的其他条款和/或有关采购服务的任何合同文件(书面框架协议或直接采购协议);

**“Contractual Relationship” or “Contract”:** means the contractual relationship established by (i) Customer's Order for purchase of Services referencing this ABB GTC/Services which is accepted by Supplier (either expressly by written statement, or impliedly by fulfilling the Order, in whole or in part), or (ii) a written agreement concluded between the Parties for purchase of Services referencing this ABB GTC/Services, in any case including the related contractual documents;

**“合同关系”或“合同”:** 指经由下述方式确定的合同关系(1) 有关采购服务援引本“ ABB GTC/服务”的客户订单, 并由供应商确认(明确的书面声明, 或整体地或部分地默认执行订单), 或(2) 对于援引本“ ABB GTC/服务”的采购服务, 双方订立的书面协议, 任何情况都包括相关的合同文件;

**“Customer”:** means the purchasing ABB entity ordering Services from Supplier;

**“客户”:** 指从供应商处订购服务的 ABB 法律实体;

**“Delivery”:** means completion of Services, including provision of Work Products, if any, by Supplier in accordance with INCOTERMS 2010 DAP unless otherwise specified by the Parties in the Applicable Terms and Conditions;

**“交付”:** 指供应商按照《国际贸易术语解释通则 2010》DAP 术语完成服务, 包括提供“工作成果”(若有), 除非在“适用条款”中双方另有规定;

**“Intellectual Property (Rights)”:** means 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;

**“Order”:** means Customer's purchase order (PO) issued to Supplier requesting performance of the Services as specified in the Order form and in the Order related documents, such as specifications, drawings and annexes expressly referred to in or attached by Customer to such Order; an Order has to be placed (i) as an electronic Order in case Customer and Supplier have expressly agreed to communicate that way, or (ii) as a written Order; in both cases the applicable ABB Standard Order Forms (as published from time to time on [www.abb.com - Supplying to ABB - ABB Conditions of Purchase](http://www.abb.com - Supplying to ABB - ABB Conditions of Purchase) or otherwise made available by Customer to Supplier) must be used by Customer and Supplier. Any of Supplier's input to Customer's electronic Order system and any other documentation and information uploaded by Supplier to Customer's electronic systems must be provided by Supplier in the English language or as otherwise required by applicable law;

**“订单”:** 指要求供应商依据订单和订单相关文件(比如该订单上由客户明确援引或附加的规范、图纸和附录)履行服务的并出

具给供应商的客户采购订单；订单必须（1）以电子订单形式出具，若客户和供应商明确同意该种方式，或（2）以书面订单形式出具；在两种情况下客户和供应商必须使用 ABB 标准订单格式（在 [www.abb.com](http://www.abb.com) – Supplying to ABB – ABB Conditions of Purchase 上随时公布或客户和供应商另外确定的格式）。供应商对客户电子订单系统的任何添加和供应商对客户电子订单系统的任何其他文件和信息的上载必须由供应商以英语语言提供或所适用法律另外要求的语言。

“Party”: means either Customer or Supplier;

“一方”：指客户或供应商；

“Services”: means the services to be provided, including the Work Products to be delivered by Supplier according to the Applicable Terms and Conditions;

“服务”：指供应商根据“适用条款”拟提供的服务，包括供应商拟交付的“工作成果”；

“Supplier”: means the party providing the Services to Customer on the basis of the Applicable Terms and Conditions;

“供应商”：根据“适用条款”向客户提供服务的一方；

“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；

“VAT”: means value added tax or any sales tax to be paid by a purchaser to a seller or service provider as part of or in addition to the sales price;

“VAT”：指采购者向销售者或服务提供者支付作为销售价格一部分或销售价格之外的增值税或任何销售税；

“Work Product”: means all materials, documents, software or other items which are the result of the Services provided by Supplier under the respective Order in any form or media, including without limitation to data, diagrams, reports, specifications (including drafts).

“工作成果”：指由供应商在各个订单项下提供服务产生的以任何形式或介质的所有资料、文件、软件或其他项目，包括但不限于数据、图表、报告和规范（包括草稿）。

1.2 Unless otherwise specified in the present ABB GTC/Services:

除非本“ABB GTC/服务”条款中另有规定，否则：

1.2.1 References to clauses are to clauses of the ABB GTC/Services; 参考条款是指参考“ABB GTC/服务”中的条款；

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

条款标题仅为提供方便，不应影响“ABB GTC/服务”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.

指明性别的词语包含所有性别。

## 2. APPLICATION

### 适用

2.1 The ABB GTC/Services (latest version made available by Customer to Supplier) shall apply if (i) Supplier accepts Customer’s Order for purchase of Services, or if (ii) the Parties conclude an agreement for purchase of Services, provided that the agreement or the Order for purchase of Services expressly refers to and incorporates the ABB GTC/Services as Applicable Terms and Conditions.

“ABB GTC/服务”（客户提供最新版本给供应商）应适用若（1）供应商接受采购服务的客户订单，或若（2）双方订立采购服务的协议，条件是采购服务的协议或订单明确援引和附上“适用条款”中的“ABB GTC/服务”。

2.2 Each Order requires acceptance by Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in

whole or in part. Customer’s Order form may specify a limited time period for acceptance; lapsing of such period without Supplier’s acceptance of the Order shall give Customer the right to cancel the Order. Variation Orders requested by Supplier shall only become effective after express written confirmation by Customer.

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。客户订单可以规定接受的限定期限；供应商在限定期限内没有接受订单应授予客户取消订单的权利。供应商要求的“变更单”仅在客户明确书面确认之后才生效。

2.3 The ABB GTC/Services are the only terms and conditions upon which Customer is prepared to deal with Supplier for the provision of Services, and it shall govern the Contractual Relationship 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/服务”是客户就服务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“合同关系”，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条款。

2.4 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 Contractual Relationship, and Supplier waives any right which it otherwise might have to rely on such other terms or conditions.

供应商报价单、确认函或订单接受函、规范或类似文档上背书的、随带的或包含的条款不应构成“合同关系”的一部分，供应商放弃任何其针对这些条款享有的权利。

2.5 References in the ABB GTC/Services to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

除非上下文另有规定，“ABB GTC/服务”援引的任何法律或法规应解释为援引随时修订、合并、修改、扩充、重新制定或替代的法律或法规。

## 3. SUPPLIER’S RESPONSIBILITIES

### 供应商的职责

3.1 Supplier shall provide the Services and deliver the Work Products: 供应商应按照下列条件提供服务和交付“工作成果”：

3.1.1 in accordance with the applicable laws and regulations;

遵照相应的法律法规；

3.1.2 in accordance with the quality standards stated under Clause 9.1 and specified in the Order and in the other documents being part of the Contractual Relationship;

遵照 9.1 条说明的和订单中指定的以及“合同关系”中其他文件规定的质量标准；

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;

按照订单的规定日期；

3.1.5 in the quantity specified in the Order;

按照订单的规定数量；

3.1.6 with all skill and care and in accordance with industry best practice.

利用所有技能和谨慎并按照行业最佳做法。

3.2 Supplier shall not substitute or modify any of the agreed materials used for the provision of the Services or make any changes to the agreed ingredients, the design or other agreed criteria of the Work Products 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提供服务商定使用的任何材料或对“工作成果”商定的成分、设计或其他商定的标准进行任何变更。

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

供应商应保证以适用于该“工作成果”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“工作成果”直到交付完成的方式对“工作成果”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 Services supplied; price (total amount invoiced); expenses approved by Customer, but not included in the price (to be specified by amount and category); currency; tax or VAT (amount has to be specified); 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；服务规格；价格（开票总价）；客户批准的费用，但不包括在价格中（列明数额和类别）；币种；税款或 VAT（必须列明金额）；税号或 VAT 编号；支付条件。

3.5 Invoices shall be issued to Customer as stated in the Order and/or the Applicable Terms and Conditions, and shall be sent to the invoice address specified in the Order.

应遵照订单和/或“适用条款”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 Expenses not agreed in writing by Customer will not be reimbursed.

客户未书面同意的费用将不报销。

3.7 Customer may issue Variation Orders to Supplier to alter, amend, omit, add to, or otherwise change ordered Services or parts thereof, and Supplier shall carry out such Variation Orders. 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、添加已订购的服务或部分服务，并且供应商应执行该变更单。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。

3.8 Supplier shall in no event suspend the performance of any Services or the Delivery of Work Products to Customer. In the event of Force Majeure, Clause 16 shall apply.

供应商在任何情况下都不应中止履行任何服务或向客户交付“工作成果”。若发生不可抗力，应适用 16 条。

#### 4. CUSTOMER'S RESPONSIBILITIES

##### 客户的职责

4.1 In consideration of the Services provided by Supplier in accordance with the Applicable Terms and Conditions, Customer shall pay to Supplier the fees or purchase price stated in the Order in accordance with the payment terms specified therein, provided the invoice fulfils the requirements of Clauses 3.4 and 3.5. In the event that the payment terms are determined by mandatory applicable law, such terms shall prevail.

作为供应商按照“适用条款”提供服务的对价，客户应依据订单中规定的付款条件向供应商支付订单中列明的费用或采购价格，

前提条件是发票满足 3.4 条和 3.5 条的要求。如果强制适用的法律对付款条件有明确规定，该付款条件应优先适用。

4.2 Customer reserves the right to set off any amount and to withhold payment for Services not provided in accordance with the Applicable Terms and Conditions.

客户有权依照“适用条款”抵消和扣减未提供服务的任何款项。

#### 5. DELIVERY

##### 交付

5.1 The Services shall be provided at the agreed place specified in the Order, or, if no such place has been specified, at Customer's address specified in the Order.

应在订单指定的地点提供服务，或若没有指定服务地点，应在订单列明的客户地址提供服务。

5.2 The Work Products shall be delivered in accordance with INCOTERMS 2010 DAP, to the agreed place specified in the Order, or, if no such place has been specified, to Customer's place of business.

“工作成果”应依据《国际贸易术语解释通则 2010》DAP 术语交付至订单中列明的地点，或若客户没有指定服务地点，应交付至客户营业地点。

5.3 Supplier shall ensure that each Delivery of a Work Product 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, where applicable the customs tariff number of the country of consignment, and, in the case of partial delivery, the outstanding balance remaining to be delivered. For controlled goods, the national export control number must be indicated and, and if the goods are subject to U.S. export regulations, the U.S. Export Control Classification Number (ECCN) must be specified in the delivery note. 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.

供应商应确保每次交付“工作成果”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、包裹数量和容量、起运国的海关关税号（若适用），以及如果是部分交付，剩余未交付的数量。对于受监管货物，国家出口控制号必须注明；若货物须遵守美国出口法律，《美国出口控制分类编号》必须在交货单上注明。无需要求，应提交优惠原产地证明、合规申报和起运国或目的国标志；一旦要求，提交原产地证书。

5.4 Work Products 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“工作成果”。

5.5 Upon Delivery of the Work Products, Supplier (or its appointed carrier) shall provide Customer with such export documents as are applicable or necessary together with a delivery note.

交付“工作成果”时，供应商（或其指定承运人）应随交货单一起向客户提供适用的或必要的出口文件。

5.6 Ownership (title) regarding Work Products shall pass to Customer at Delivery, except if otherwise agreed in writing. For assigning of Intellectual Property in the Work Products arising from the Services Clause 11.1 shall apply.

“工作成果”的所有权（所有权凭证）在交付时应转移给客户，除非另外书面达成一致。对于服务中“工作成果”的知识产权转移，应适用 11 条。

5.7 Supplier shall invoice Customer upon Delivery in accordance with Clause 3.4 and 3.5, but such invoicing shall be conducted separately from dispatch of the Work Products to Customer.

供应商应按照 3.4 条和 3.5 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交付“工作成果”分开。

## 6. ACCEPTANCE

### 接受

6.1 Customer shall not be deemed to have accepted any Services until it has had a reasonable time to inspect them following completion or, in the case of a defective performance, until a reasonable time after such defective performance has become apparent. Such reasonable time period shall be determined by the specifics of the Services, the defective performance and the circumstances of the provision of the Services.

在完成之后有合理时间检验服务之前，或者若提供服务有瑕疵的情况下，该瑕疵履约变得明显之后的合理时间之前，不应视为客户接受了任何服务。该合理期间应由服务特点、瑕疵履约和提供服务的情况而定。

6.2 If any Services provided or Work Products 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 Services and/or the Work Products, and may request replacement of the Services and/or the Work Products, or recover all payments made to Supplier by Customer.

如果提供给客户的任何服务或交付的“工作成果”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，客户可拒收服务和/或“工作成果”，并要求更换服务和/或“工作成果”，或要求供应商全额退回客户支付的款项。

6.3 Upon Supplier's request Customer shall send written acceptance statement to Supplier.

若供应商要求，客户应发送书面验收声明给供应商。

## 7. DELAY

### 延迟

If the Delivery of the Services or the Work Products does not comply with the agreed delivery date(s), then, without prejudice to any other rights which it may have under the Contractual Relationship or at law, Customer reserves the right to:

如果交付的服务或工作成果没有按照预定日期交付，那么，在不影响“合同关系”或法律项下任何其他权利的情况下，客户有权：

7.1 terminate the Contractual Relationship or the respective Order in whole or in part;

全部或部分终止“合同关系”或各个订单；

7.2 refuse any subsequent Delivery of Services or Work Products which Supplier attempts to make;

拒绝供应商试图提供任何后续的交付服务或“工作成果”；

7.3 recover from Supplier any expenditure reasonably incurred by Customer in obtaining the Services or the Work Products 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服务或“工作成果”合理产生的任何费用；

7.4 claim damages for any additional costs, loss or expenses incurred by Customer which are reasonably attributable to Supplier's failure to provide the Services or to deliver the Work Products on the agreed dates; and

就可合理归因于供应商未按时提供服务或交付的“工作成果”的任何额外成本、损失或费用进行索赔；和

7.5 claim compensation for liquidated damages in addition to the rights provided under Clauses 7.1 to 7.4 if such compensation right is expressly stated in the respective Order.

除了7.1条至7.4项下权利之外要求违约金赔偿，若该赔偿权利在相应订单中进行了明确说明。

## 8. INSPECTION

### 检查

8.1 Supplier shall allow Customer and/or its authorised representatives to inspect the Services and to test the Work Products, or parts of them at any time prior to the completion of the Services and/or the Work Products.

在完成服务和/或“工作成果”之前的任何时间，供应商应允许客户和/或其授权代表检查服务和测试“工作成果”，或部分服务和“工作成果”。

8.2 Notwithstanding any inspection or test sampling however conducted, Supplier shall remain fully responsible for the Services' 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 of Services or testing of Work Products by Customer and/or its authorised representatives shall in no event exempt Supplier from or limit Supplier's warranties or liability in any way.

不管采取了何种检查或抽样测试，供应商应完全负责服务符合订单的要求。这适用于不管客户是否行使其检查和/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，客户和/或其授权代表检查服务或测试“工作成果”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 Services (including Work Products):

供应商保证服务（包括“工作成果”）：

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 performed in accordance with generally accepted practices, procedures and standards of the respective industry and are fit for the purposes for which Services of the same description type would ordinarily be used, and that the results of the Services maintain the functionality and performance as expected by Customer according to Supplier's information, documentation and statements;

符合所有商定的规范，包括所有规定材料、工艺和同类性质要求、资料和质量要求，或在没有商定规范情况下，应依据各个行业一般公认的做法、程序和标准履行服务并且符合相同类型服务通常用途，并根据供应商的信息、资料和声明服务结果保持具有客户期望的功能和性能；

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

适合并符合在订单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 (in case of Work Products) at the date of Delivery;

在交付日期是全新未用的（适用“工作成果”的情形）；

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, model or otherwise;

具有供应商提供给客户的样品、模型或其他同样的质量；

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 acceptance of the Services or the Work Products, if no other time period is stated in the Order or otherwise expressly agreed in writing by the Parties.

若订单中没有规定其他期限或双方没有另外明确书面达成一致期限，质保期为接受服务或“工作成果”后二十四（24）个月。

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).

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 Applicable Terms and Conditions, 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 expense:

如果违反第 9 条（质保）中的质保规定或供应商没有遵守任何“适用条款”，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 Applicable Terms and Conditions 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“适用条款”要求；

10.1.2 to carry out (or to instruct a third party to carry out) any additional work necessary to make the Services comply with the Applicable Terms and Conditions;

采取（或指示第三方采取）任何额外的必要措施使服务符合“适用条款”要求；

10.1.3 to obtain immediate replacement of the defective Services by Services conforming with the Applicable Terms and Conditions without defects;

利用符合“适用条款”要求没有瑕疵的服务迅速更换有瑕疵的服务；

10.1.4 to refuse to accept any further Services, but without relieving Supplier from its liability for the defective Services;

拒收任何后续服务，但不免除供应商针对瑕疵服务所应承担的责任；

10.1.5 to claim such damages as may have been sustained by Customer as a result of Supplier's breaches of the Applicable Terms and Conditions, statutory duty or any applicable law;

就供应商违反“适用条款”、法定义务或任何适用法律规定给客户遭受的损失进行索赔；

10.1.6 to claim liquidated damages expressly provided in the Order;

索赔订单项下明确规定的违约金；

10.1.7 to terminate the Contractual Relationship or the respective Order in accordance with Clause 15.2.

按照 15.2 条规定终止“合同关系”或相应订单。

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 Applicable Terms and Conditions (including, but not limited to the ABB GTC/Services) 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“适用条款”（包括但不限于 ABB GTC/服务”）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 Supplier assigns herewith to Customer full ownership rights in and to any Intellectual Property in the Work Products arising from the Services for the full duration of such rights, wherever in the world enforceable. Supplier further agrees to execute, upon Customer's request and at its cost, all further documents and assignments and do all such further things as may be necessary to perfect Customer's ownership title to the Intellectual Property or to register Customer as owner of the Intellectual Property with any registry, including but not limited to governmental registration authorities or private registration organizations.

供应商在该权利的整个期间向客户转让服务所产生“工作成果”的任何知识产权的完整所有权，并在世界的任何地方可执行。一旦客户要求并承担其费用，供应商进一步同意签署所有文件和转让，并且采取所有的措施完善客户对知识产权的所有权或在任何登记机构将客户注册为知识产权的所有人，包括但不限于政府登记机关或私人登记组织。

11.2 The Intellectual Property Rights in any Work Products created by or licensed to Supplier prior to the respective Order or outside of such Order, and any subsequent modifications to the same (“Pre-Existing Works”) will remain vested in Supplier or the respective third party owner. To the extent that Pre-Existing Works are embedded in any Work Products delivered by Supplier, Customer and its Affiliates shall have a worldwide, irrevocable, perpetual, transferrable, non-exclusive, royalty-free licence with rights to sublicense to use the Pre-Existing Works as part of such Work Products, including the right to further improve, develop, market, distribute, sub-license, exploit or otherwise use the Work Products containing such Pre-Existing Works. Supplier shall not be prevented or restricted by this ABB GTC/Services from using its own know-how or its Pre-Existing Works in the course of providing the Services.

在相应的订单生成之前或在该订单的范围之外，由供应商创造或许可给供应商的任何“工作成果”的知识产权，以及随后对其进行的任何修改（“既存成果”）由供应商或相应的第三方所有。如果“既存成果”被嵌入供应商交付的任何“工作成果”中，客户及其关联公司应拥有对该“工作成果”一部分的“既存成果”进行分许可或使用的全球性的、不可撤销的、永久性的、非独家的、免许可费的许可，包括但不限于进一步改进、开发、营销、分销、分许可、利用或以其他方式使用含有“既存成果”的“工作成果”的权利。“ABB GTC/服务”条款将不妨碍或限制供应商在提供服务的过程中，使用其专有技术或“既存成果”。

11.3 In the event that the Services provided and/or Work Products delivered by Supplier infringe any third party Intellectual Property Rights, Supplier shall, notwithstanding anything provided to the contrary or otherwise contained in the Applicable Terms and Conditions (including, but not limited to the ABB GTC/Services), 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 Work Products and/or the Services provided by Supplier.

如果供应商提供的服务和/或交付的“工作成果”侵犯了任何第三方知识产权，不管“适用条款”（包括但不限于“ABB GTC/服务”）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过错，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知识产权用于或实施于供应商提供的服务和/或“工作成果”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。

11.4 If any infringement claim is made against Customer, Customer may without prejudice to its rights under Clause 11.3 also request at its discretion and at Supplier's cost that Supplier (i) procures for Customer

the right to continue using the Work Products and/or the Services; (ii) modifies the Work Products and/or the provision of the Services so that they cease to be infringing; or (iii) replaces the Work Products and/or the Services so that they become non-infringing.

如果针对客户提起任何侵权索赔，客户在不影响其根据 11.3 条享有的权利情况下并由其自行决定，可要求供应商承担费用（1）促成客户有权继续使用“工作成果”和/或服务；（2）改造“工作成果”和/或服务以便停止侵权；或（3）更换“工作成果”和/或服务以便其不再侵权。

11.5 In the event Supplier cannot fulfil Customer's above request, Customer shall be entitled to terminate the Contractual Relationship or the respective Order, to reclaim all sums which Customer has paid to Supplier thereunder and to claim compensation in accordance with Clause 11.3 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“合同关系”或相应订单，索回客户已支付给供应商的所有款项，并可根据 11.3 条的规定要求赔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 Services covered by the Applicable Terms and Conditions 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.

“适用条款”涵盖的服务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 Supplier represents and warrants that:

供应商陈述和保证:

12.2.1 it is knowledgeable with, and is and will remain in full compliance with all applicable export and import laws, regulations, instructions, and policies, including, but not limited to, securing all necessary clearance requirements, 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, technologies, software to non U.S. nationals in the U.S., or outside the U.S., the release or transfer of technology and software having U.S. content or derived from U.S. origin software or technology; and

其知悉并且一直完全遵守所有适用的出口和进口法律、法规、指示和政策，包括但不限于取得所有必需的清关要求、出口和进口许可和豁免，和向适当的政府机构做有关提供服务的所有备案和/或披露，在美国或美国之外向非美国国民发布或转让货物、技术、软件，发布或转让含有美国内容或产生于美国原版软件或技术的技术和软件；和

12.2.2 it is knowledgeable with applicable supply chain security recommendations issued by applicable governments and industry standards organizations and will make best efforts to comply with such recommendations; and

其知悉相应政府和行业标准组织颁发的适用的供应链安全建议并且将尽最大努力遵守该建议；和

12.2.3 it will, upon Customer's request, promptly provide all information necessary to export and import the Services and/or the Work Products, or any items being part thereof, including, as applicable, the Export Control Classification Numbers (ECCN), and will notify Customer in writing of any changes to the respective information provided by Supplier; and

一旦客户要求，其将迅速提供进出口服务和/或“工作成果”所必需的所有信息，或其中的任何部分，包括《出口控制分类编号》（若适用），并且将书面通知客户有关供应商所提供相应信息的任何变更；和

12.2.4 it will not, unless authorized by applicable government license or regulation, including but not limited to any U.S. authorization, directly or indirectly export or re-export, at any time, any technical information, technology, software, or other commodity furnished or developed under the Contractual Relationship, or any other agreement between the Parties, or any other product that is developed or produced from or using Customer's technical information, technology, software, or other commodity provided under the Contractual Relationship to any prohibited country (including release of such technical information, technology, software, or other commodity to nationals, wherever they may be located, of any prohibited country) as specified in applicable export, embargo and sanctions regulations.

除非适用的政府许可或法规授权，包括但不限于任何美国授权，其将不在任何时间直接或间接地出口或再出口在“合同关系”项下或双方之间任何其他协议项下提供或开发的任何技术信息、技术、软件、或其他商品，或者使用客户的技术信息、技术、软件开发或生产的任何其他产品，或者“合同关系”项下提供的其他商品给所适用出口、禁运和管制法规列明的任何禁止国家（包括向任何禁止国家的国民发布该技术信息、技术、软件获其他商品，无论期国民居住在任何地方）。

12.3 Each Party warrants that it will not, directly or indirectly, and that it 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 a Party, or any third 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/Services shall render either Party or any of its Affiliates liable to reimburse the other for any such consideration given or promised.

各方特此保证，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、董事和员工或任何第三方支付款、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。“ABB GTC/服务”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。

12.4 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 between the Parties, and shall entitle such Party to terminate the 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 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双方之间相应“合同关系”的实质性违反，另一方因而有权立即终止“合同关系”，并且不影响在该“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。

12.5 Notwithstanding anything to the contrary stated in any Applicable Terms and Conditions, Supplier shall, without any limitations, indemnify and hold harmless Customer from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any such violation of the above mentioned obligations, the termination of the respective Contractual Relationship, and any non-compliance with export control regulations, and Supplier shall com-

pensate Customer for all losses and expenses whatsoever resulting therefrom.

无论“适用条款”中有任何相关规定，供应商应无任何限制条件地赔偿并使客户免受因其违反上述义务、终止相应的“合同关系”以及任何不符合出口控制法规而导致的或相关的任何索赔、法律程序、诉讼、罚款、损失和损害，并且供应商应赔偿客户由此产生的所有损失和费用。

12.6 Accepting an Order to which this ABB GTC/Services 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 - Integrity - Code of Conduct](http://www.abb.com - Integrity - Code of Conduct)). Supplier agrees to perform its contractual obligations under the Applicable Terms and Conditions and the respective Contractual Relationship with substantially similar standards of ethical behaviour as stated in the above mentioned ABB Codes of Conduct.

接受适用“ABB GTC/服务”条款的订单，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-Integrity-Code of Conduct](http://www.abb.com-Integrity-Code of Conduct)）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“适用条款”和相应“合同关系”项下的合同义务。

12.7 Supplier and its sub-contractors must comply with the ABB Lists of Prohibited and Restricted Substances and all other employment, safety, health, environmental and quality requirements made available under [www.abb.com - Supplying to ABB - Doing Business with ABB](http://www.abb.com - Supplying to ABB - Doing Business with ABB) or otherwise and shall provide Customer with respective documents, certificates and statements if requested.

供应商和其分供商必须遵守《ABB 禁用和限制物质清单》和所有其他雇佣、安全、健康、环境和质量要求，参见：[www.abb.com - Supplying to ABB - Doing Business with ABB](http://www.abb.com - Supplying to ABB - Doing Business with ABB) 或其他，并且应向客户提供相应的文件、证书和书面（若要求）。

### 13. CONFIDENTIALITY AND DATA PROTECTION

#### 保密和数据保护

13.1 Supplier shall:

供应商应:

13.1.1 Keep in strict confidence all technical or commercial information, specifications, inventions, processes or initiatives of Customer and any other information concerning Customer's business or its products and/or its technologies which have been disclosed to Supplier by Customer or its agents or which Supplier obtains in connection with the Services. Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as are required to know the same for the purpose of the provision of the Services 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;

对客户或其代理披露给供应商的或供应商获取的有关服务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/或其技术的任何其他信息进行严格保密。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向客户提供服务的其员工、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 Services are protected. In particular Supplier shall not (i) use Customer's data or information for any other purposes than for delivering the Services, or (ii) reproduce the data or information in whole or in part in any form except as may be required by the Applicable Terms and Conditions, or (iii) disclose Customer's data or information to any third party not authorised by Customer in writing to receive it;

采取所有必要措施确保其在提供服务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服务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“适用条款”另有要求；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；

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 Services and shall provide updates to Customer if so requested by Customer.

自担费用为所有与交付服务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 of its Affiliates.

供应商同意客户将从供应商处接收到的任何信息提供给任何关联公司。

13.3 Supplier represents and warrants that:

供应商陈述和保证:

13.3.1 it will not use, disclose, or transfer across borders any personal data that is processed for Customer, except to the extent necessary to perform under the respective Contractual Relationship, however, in any event in compliance with applicable data privacy laws; and

其将不跨境使用、披露或转让客户的任何个人数据，除非根据相应的“合同关系”有必要，然而任何情况下都应遵守适用的数据隐私法律；和

13.3.2 it will comply with all applicable data privacy laws and regulations, will implement and maintain appropriate technical and organizational measures and other protections for personal data (including, without limitations, not loading any personal data provided to Supplier on (a) any laptop computer or (b) any portable storage media that can be removed from Supplier's premises unless, in each case, (i) such data has been encrypted and (ii) such data is loaded onto portable storage media solely for the purpose of moving such data to off-site storage). Further, it will report to Customer any breaches of personal data security immediately, after discovery thereof if the personal data was, or could be, accessed, used or acquired by an unauthorized person or compromised in any way and will cooperate fully with Customer in investigating any such breaches or compromises, and will comply with all instructions or other requirements provided or issued by Customer from time to time relating to personal data.

其将遵守所有适用的数据隐私法律和法规，将对个人数据（包括但不限于不装载提供给供应商的任何个人数据在（a）任何手提电

脑或 (b) 能在供应商的现场删除数据的任何便携存储介质, 除非在每种情况下, (1) 该数据已经被编码和 (2) 将该数据装载在便携式存储介质仅仅为了移动该数据至异地存储) 执行和维持适当的技术和组织上的措施和其他保护。进一步而言, 若个人数据被或可能被未经授权的人接触、使用或取得或以任何方式妥协, 其将在发现之后立即向客户汇报违反个人数据安全的情形, 和将与客户充分合作调查任何该违约或妥协事宜, 并遵守客户随时提供或出具的有关个人数据的所有指示或要求。

13.4 Supplier agrees to notify Customer immediately if it becomes aware of any disclosure or breach of the obligations in this Clause 13. At the request of Customer, Supplier shall take all such measures as are necessary to prevent further disclosure.

若供应商认识到任何披露或违反第 13 条义务的情形, 供应商同意立即通知客户。在客户的要求下, 供应商应采取所有必要措施防止进一步披露。

13.5 The provisions of this Clause 13 shall not apply to:

第 13 条规定应不适用于:

13.5.1 Any information which is in the public domain at the date of the Contractual Relationship or which subsequently comes into the public domain other than by breach of these confidentiality provisions or other confidentiality agreement;

除了违反这些保密条款规定或其他保密协议的信息, 在“合同关系”确立之日存在于公众领域的任何信息或者后续进入公众领域的信息;

13.5.2 Any information already in the possession of Supplier at the date of the Contractual Relationship, other than under an obligation of confidentiality;

除了保密义务项下的信息, 在“合同关系”确立之日供应商已经占有的任何信息;

13.5.3 Any information obtained without obligation of confidence from a third party not in breach of a confidentiality agreement with Customer concerning the information obtained.

从没有保密义务的第三方获得的任何信息并且不违反与客户之间有关获取信息的保密协议。

13.6 The Parties shall provide any notices, confirmations and documents required under applicable mandatory data privacy laws.

双方应提供适用的强制数据隐私法律要求的任何通知、确认和文件。

## 14. LIABILITY AND INDEMNITY

### 责任和赔偿

14.1 Without prejudice to applicable mandatory law, Supplier shall compensate/indemnify Customer for all damages and losses in connection with the Services whether or not Supplier may have been negligent or at fault (i) for Supplier's breaches of the Applicable Terms and Conditions, and (ii) for any claim, except for IPR Indemnification for which Clause 11 (Intellectual Property Right Infringements) exclusively applies, made by a third party (including employees of Supplier) against Customer in connection with the Services and to the extent that the respective liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Services delivered by Supplier and/or its sub-contractors. Upon Customer's request Supplier shall defend Customer against any third party claims arising out of or in connection with the Services.

在不影响适用的强制性法律的情况下, 不管供应商是疏忽还是过错, 供应商应就 (1) 供应商违反“适用条款”, 和 (2) 第三方 (包括供应商员工) 就供应商和/或其分包商提供的服务造成、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服务相关的任何索赔——第 11 条 (知识产权侵权) 适用的知识产权侵权赔偿除外, 对与服务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, 供应商应为客户就服务引发的或有关的任何第三方索赔进行辩护。

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

供应商应负责对其所有员工、其供应商和/或其分包商进行控制和管理并应对其任何员工、供应商和/或分包商、其代理、雇员或工人工人的行为、疏漏、疏忽或义务负责, 就如这些行为、疏漏、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/Services and shall extend to any substituted or replacement Services delivered by Supplier to Customer.

第 14 条的规定 (责任和赔偿) 应在遵照“ABB GTC/服务”条款在任何执行、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服务。

14.4 Unless otherwise expressly stated in the respective Order, Supplier shall maintain in force, and upon request provide evidence of, adequate general liability insurance, statutory worker's compensation/employer's liability insurance and where applicable goods transit 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和货物运输险 (若适用)。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.

客户有权以订单项下的任何索赔抵销应付给供应商的任何款项。

## 15. TERM AND TERMINATION

### 期限和终止

15.1 The Contractual Relationship between the Parties or an Order placed under the ABB GTC/Services 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 performed Services and proven direct costs reasonably incurred by Supplier for the unperformed Services, however in no event more than the agreed purchase price for the Services under the respective Order. No further compensation shall be due to Supplier. Compensation for any expenditures and materials made with regard to the unperformed Services shall be expressly excluded.

双方之间的合同关系或“ABB GTC/服务”项下生成的订单在客户提前三十 (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履约服务的价值和未履约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相关订单项下的服务采购价格。供应商不应获得任何进一步补偿。应明确排除有关未履约服务产生的任何花费和材料的补偿。

15.2 In the event of Supplier's breach of the Applicable Terms and Conditions, such as a breach of warranty, Customer shall be entitled to terminate the respective Contractual Relationship or an Order placed under the ABB GTC/Services if Supplier fails to take adequate and timely actions to remedy a breach as requested by Customer in accordance with Clause 10 (Remedies). In such event, Customer shall have no obligation to compensate Supplier for the already performed



Services and Supplier shall be obliged to pay back to Customer any remuneration received from Customer for the performed Services.

在供应商违反“适用条款”的情况下，比如违反质保条款，如果供应商未按照第 10 条（救济）客户的要求采取足够、及时的措施来补救这种违约行为，客户有权终止相应的“合同关系”或“ABB GTC/服务”项下生成的订单。在这种情况下，客户没有义务补偿供应商已履约的服务，并且供应商应向客户退还其从客户处收到的已履约服务的任何款项。

15.3 Customer shall have the right to terminate the Order and/or Contractual Relationship with immediate effect forthwith by notice in writing to Supplier in the event that 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 any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order or other similar or equivalent action is taken against or by Supplier by reason of its insolvency or in consequence of debt.

若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，或者出现了法院或债权人指定了接管人、行政接管人或管理人的任何情形，或者提交了自愿清算申请或做出了自愿清算指令或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的其他类似的行动，客户有权通过书面通知供应商终止订单和/或“合同关系”并立即生效。

15.4 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 performed Services.

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履约服务的完整信息和资料。

## 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 obligations under 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, 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、转移或抵押订单或其任何部分（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 the Applicable Terms and Conditions to any of its own Affiliates.

客户可随时将其相应订单和/或“适用条款”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 Applicable Terms and Conditions 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“适用条款”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 Contractual Relationship and/or the Applicable Terms and Conditions (including, but not limited to the ABB GTC/Services) 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.

“合同关系”和/或“适用条款”（包括但不限于“ABB GTC/服务”）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。

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 Contractual Relationship and/or the Applicable Terms and Conditions (including this ABB GTC/Services), including any question regarding its existence, validity or termination or the legal relationships established thereby, 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.

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“合同关系”和/或“适用条款”（包括“ABB GTC/服务”）导致或

与之相关的争议或差异，包括任何关于其存在、有效性或终止或由此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。

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 Contractual Relationship and/or the Applicable Terms and Conditions (including this ABB GTC/Services), including any question regarding its existence, validity or termination or the legal relationships established thereby, 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“合同关系”和/或“适用条款”（包括“ABB GTC/服务”）导致或与之相关的争议或差异，包括任何关于其存在、有效性或终止或由此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上诉改变原裁决。

20.4 In case of any dispute, the defeated Party shall reimburse the succeeding Party for attorney's fees and other costs reasonably incurred in connection with the dispute.

在任何争议中，败诉方应承担胜诉方因争议合理产生的律师费和其他成本。

## 21. SEVERABILITY

### 可分割性

The invalidity or unenforceability of any term or of any right arising pursuant to the Applicable Terms and Conditions shall not adversely affect the validity or enforceability of the remaining terms and rights, and the Applicable Terms and Conditions 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.

“适用条款”项下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，“适用条款”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 Applicable Terms and Conditions 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.

“适用条款”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应在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 Services or termination of the Order unless otherwise agreed between the Parties.

第13条（保密和数据保护）中说明的义务应在服务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 Applicable Terms and Conditions and the Order constitute the entire Contractual Relationship 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.

“ABB GTC/服务”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. RELATIONSHIP OF PARTIES

### 双方关系

24.1 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.

双方之间是独立的公平交易方，双方之间的“合同关系”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，并且供应商并未得到有权代表客户的授权。

24.2 Supplier shall be responsible for any activities performed by its employees in relation to the Services and/or the Work Products.

供应商应对其员工履行服务和/或“工作成果”有关的任何活动负责。

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

供应商全部地和排他地承担其提供服务员工发生的任何事故或职业疾病。

24.4 It is expressly agreed that the Contractual Relationship does not imply any employment relationship between Customer and Supplier, or between Customer and Supplier's employees assigned to the execution of the Contractual Relationship. Customer shall remain free of any direct or indirect responsibility or liability for labour, social security or taxes with respect to Supplier and its employees assigned to the provision of the Services or Work Products under the Contractual Relationship.

双方明确同意，“合同关系”并不意味着客户和供应商之间存在任何雇佣关系或者在客户和供应商执行“合同关系”员工之间有任何雇佣关系。对于供应商和其委派提供“合同关系”项下服务或“工作成果”的员工，客户不承担任何直接或间接的劳动、社会保险或税务有关的责任或债务。

24.5 Supplier shall hire or sub-contract in its own name all employees required to effectively provide the Services and/or the Work Products, who shall not, under any circumstances, act as Customer's employees. Supplier should hire or subcontract in its own name all employees required to effectively provide the Services and/or the Work Products, who shall not, under any circumstances, act as Customer's employees. Supplier should hire or subcontract in its own name all employees required to effectively provide the Services and/or the Work Products, who shall not, under any circumstances, act as Customer's employees. Supplier should hire or subcontract in its own name all employees required to effectively provide the Services and/or the Work Products, who shall not, under any circumstances, act as Customer's employees.

24.6 Supplier shall be solely and exclusively responsible for any claims and/or lawsuits filed by its employees and hold Customer entirely safe and harmless from such claims and/or lawsuits. Supplier undertakes to voluntarily appear in court, recognizing its status as sole and exclusive employer, and to provide Customer with any and all requested docu-

mentation necessary to ensure proper legal defence of Customer in court.

供应商应单独地和排他地为其员工提起的任何索赔和/或诉讼承担责任，并且使客户完全安全无损和免于承担该索赔和/或诉讼的责任。

24.7 Customer is authorized to make any payments due to Supplier's employees performing the Services under the Contractual Relationship, in order to avoid lawsuits. Such payments may be made through withholding Supplier's credits, through 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.

客户被授权直接向履行服务的供应商员工支付应付款，以避免任何诉讼。该付款可以通过抵扣供应商的信用、抵消或以其他方式支付。供应商应依据客户要求提供有关该付款的任何支持并补偿客户的任何款项。

## **25. 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 Contractual Relationship and/or Applicable Terms and Conditions.

双方应采取合理的所有进一步措施和行动来实现相应“合同关系”和/或“适用条款”项下所赋予的权利和预期的交易。

