

ABB GENERAL TERMS AND CONDITIONS FOR PURCHASE OF ENGINEERING SERVICES

ABB 工程设计服务采购一般条款和条件

ABB GTC/ENGINEERING SERVICES (2015-1 STANDARD)

ABB GTC/工程设计服务 (2015-1 标准)

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DATE: January 1st, 2015

日期: 2015 年 1 月 1 日

FOR: ABB Contractors' purchase of engineering services.

适用范围: ABB 承包方采购工程设计服务。

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1. DEFINITIONS AND INTERPRETATION

定义和解释

1.1 In this document, the following terms shall have the following meaning:

在本文中, 以下术语定义如下:

“ABB Contractor”: the purchasing ABB entity being party to the Subcontract;

“ABB 承包方”: 进行采购的 ABB 实体, 是分包合同的一方;

“ABB Contractor Data”: any data or information acquired by Sub-contractor in preparation of or during the fulfilment of the Subcontract,

irrespective of whether such data or information relates to ABB Contractor, its Affiliates or their respective customers or suppliers, including but not limited to all technical or commercial know-how, drawings, specifications, inventions, processes or initiatives which are of a confidential nature as well as data or information belonging to ABB Contractor or its Affiliates (i) relating to an identified or identifiable individual or legal entity or any other entity which is subject to applicable data protection or privacy laws and regulations, and/or (ii) being qualified as “personal data”, “personal information”, or “personally identifiable information” within the meaning of the applicable laws;

“ABB 承包方数据”：分包方在准备或履行分包合同过程中获得的任何数据或信息，无论此种数据或信息是否和 ABB 承包方、其关联公司或它们的相关客户或供应商有关，包括但不限于具有保密性质的所有技术或商业专有技术、图纸、规格、发明、流程或首创以及属于 ABB 承包方或其关联公司的下列数据或信息：(i) 受数据保护或隐私法律法规约束的已识别的或可识别个人或法律实体或任何其他实体有关的数据或信息，和/或(ii)属于所适用法律定义的“个人数据”、“个人信息”、或“个人可识别信息”的数据或信息；

“ABB GTC/Engineering Services”：the present ABB General Terms and Conditions for Purchase of Engineering Services (2015-1 Standard);

“《ABB GTC/工程设计服务》”：本《ABB 工程设计服务采购一般条款和条件》（2015-1 标准）

“Affiliate”：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”：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、被一方控制或与一方一起受其他方控制的任何公司制或非公司制实体；

“Client”：the person, firm or company who has employed or will employ ABB Contractor for the execution of the Project;

“客户”：已经雇佣或将要雇佣 ABB 承包方以完成项目的自然人、企业或公司；

“Effective Date”：the day when the Subcontract comes into full force and effect as stated in the Subcontract;

“生效日”：分包合同中载明的分包合同生效的日期；

“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, Subcontractor 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）”：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、分包方资料、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；

“Main Contract”：the contract entered into between Client and ABB Contractor in respect of the Project;

“主合同”：客户和 ABB 承包方就项目缔结的合同；

“Order”：ABB Contractor’s purchase order (PO) issued to Subcontractor requesting the provision of Services as specified in the Order, which is subject to the ABB GTC/Engineering Services and the Special Terms and Conditions, as the case may be. An Order can be placed either (i) as an electronic Order, or (ii) as a written Order; in both cases the Order shall contain a reference to the ABB GTC/Engineering Services;

“订单”：ABB 承包方向分包方发出的采购订单（PO），要求提供订单中载明的服务，并视情况遵守《ABB GTC/工程设计服务》和《特殊条款和条件》。订单可以(i)以电子订单形式出具，或(ii)以书面订单形式出具；在两种情况下订单应援引《ABB GTC/工程设计服务》；

“Party”：either ABB Contractor or Subcontractor, collectively referred to as “Parties”;

“一方”：ABB 承包方或分包方，二者合称“双方”；

“Project”：the project to be executed by ABB Contractor under the Main Contract;

“项目”：ABB 承包方在主合同下执行的项目；

“Schedule”：the time for completion of the Services as specified in the Subcontract;

“时间表”：分包合同中载明的完成服务的时间；

“Services”：the engineering services to be provided, including any equipment and Work Products to be delivered, by Subcontractor and all other undertakings, obligations and responsibilities of Subcontractor specified in the Subcontract;

“服务”：将被提供的工程设计服务，包括分包方将交付的任何设备和工作成果以及所有分包合同中载明的分包方的其他事务、义务和责任。

“Site”：the location where Subcontractor shall provide the Services;

“现场”：分包方应提供服务的场所；

“Subcontract”：a written contract, comprising of:

“分包合同”：书面合同，包含：

- Subcontract Execution Document,
分包合同执行文件,
- Special Terms and Conditions,
《特别条款和条件》,
- ABB GTC/Engineering Services,
《ABB GTC/工程设计服务》,
- Annexes,
附件,

and/or the Order, which is accepted by Subcontractor (either expressly by written statement or impliedly by fulfilling the Subcontract in whole or in part);

和/或经分包方接受的订单（无论是以书面明示的或以全部或部分履行分包合同默示地接受订单）；

“Subcontractor”: the party of the Subcontract responsible for providing the Services;

“分包方”：负责提供服务的分包合同的一方；

“Subcontract Price”: the price to be paid by ABB Contractor to Subcontractor as specified in the Subcontract;

“分包合同价格”：分包合同中载明的 ABB 承包方将支付给分包方的价格；

“Variation Order”: a change to the Subcontract such as to alter the Schedule, and to amend, to omit, to add to, or otherwise to change the Services or any parts thereof;

“变更单”：对分包合同进行的变更，比如更改时间表、修改、删除、添加或变更服务或其任何部分；

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

“工作成果”：指由分包方提供服务产生的以任何形式或介质存在的所有资料、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/Engineering Services or the Subcontract:

除非本《ABB GTC/工程设计服务》或分包合同中另有规定，否则：

1.2.1 References to Clauses are to Clauses of the ABB GTC/Engineering Services;

参考条款是指参考《ABB GTC/工程设计服务》中的条款；

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

条款标题仅为提供方便，不应影响《ABB GTC/工程设计服务》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。

1.3 Capitalized terms used in the ABB GTC/Engineering Services and the Subcontract shall have the meaning and shall be interpreted in the way described under Clause 1.1 above or as otherwise expressly defined in the ABB GTC/Engineering Services, or the Subcontract.

《ABB GTC/工程设计服务》和分包合同中使用的的大写术语的含义和解释应遵照以上第 1.1 条，或在《ABB GTC/工程设计服务》或分包合同中明确定义的含义。

2. APPLICATION OF TERMS

条款适用

2.1 The Subcontract, including the ABB GTC/Engineering Services, shall be the exclusive terms and conditions upon which ABB Contractor is willing to deal with Subcontractor, and the terms of the Subcontract, including the ABB GTC/Engineering Services, shall govern the contractual relationship between ABB Contractor and Subcontractor.

分包合同（包括《ABB GTC/工程设计服务》）应为 ABB 承包方愿意和分包方交易的排他性条款，并且分包合同（包括《ABB GTC/工程设计服务》的条款）应支配 ABB 承包方和分包方的合同关系。

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

分包方报价单、确认书或接受函、规范或类似文档上背书的、随带的或包含的条款不应构成分包合同的一部分，分包方放弃任何其针对这些条款享有的权利。

2.3 Any amendment to the Subcontract or deviations from the provisions of the Subcontract shall have no effect unless expressly agreed in writing by the Parties.

任何对于分包合同的修订或对分包合同条款的偏差应无效，除非双方通过书面明确同意。

3. SUBCONTRACTOR’S RESPONSIBILITIES

分包方的职责

3.1 Subcontractor shall provide the Services (including Work Products):

分包方应按以下条件提供服务（包括工作成果）：

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 11.1 and further specified in the Subcontract;

遵照第 11.1 条说明的和分包合同中进一步指明的质量标准；

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

没有缺陷并且不存在第三方的任何权利；

3.1.4 on the dates specified in the Schedule;

按照时间表的规定日期;

3.1.5 in the quantity specified in the Subcontract; and

符合分包合同规定的数量; 和

3.1.6 in accordance with ABB Contractor's instructions which may be issued from time to time; and

根据 ABB 承包方不时发布的指示; 和

3.1.7 by skilled, experienced and competent engineers, foremen and labour, hired in numbers necessary for the proper and timely provision of the Services.

由雇佣的能适当和按时提供服务所需人数的, 熟练的、有经验的和能胜任的工程师、工长和工人完成。

3.2 Subcontractor shall not substitute or modify any of the Services without ABB Contractor's prior written approval.

未经 ABB 承包方事先书面批准, 分包方不应替换或修改任何服务。

3.3 Subcontractor shall access the Site only with ABB Contractor's prior written approval. ABB Contractor shall grant Subcontractor access to the respective portions of the Site (as may be required in accordance with the Schedule) to enable Subcontractor to perform its obligations under the Subcontract.

分包方应仅当获得 ABB 承包方事先书面批准后方可进入现场。ABB 承包方应授权分包方进入现场的相关部分(根据时间表需要), 以使分包方能履行分包合同下的义务。

3.4 Subcontractor shall co-operate with ABB Contractor's request in scheduling and providing the Services to avoid conflict or interference with work provided by other contractors and third parties at Site.

分包方应配合 ABB 承包方的要求安排和提供服务, 以避免与在现场工作的其他分包商和第三方产生冲突或带来干扰。

3.5 Subcontractor shall in a timely manner obtain and pay for all permits, licenses, visas and approvals necessary to allow its personnel to execute the Services in accordance with the Schedule. Personnel shall comply with particular country specific travel safety instructions and/or restrictions as provided by ABB Contractor. Subcontractor shall employ and provide sufficient number of competent and experienced personnel for the execution of the Services. Upon ABB Contractor's request Subcontractor shall remove forthwith from the Site any person who, in the opinion of ABB Contractor, misconducts or is incompetent or negligent. Any person so removed shall be replaced within fifteen (15) calendar days by a competent substitute. All costs relating to such removal shall be borne by Subcontractor. Subcontractor shall employ only persons free from contagious diseases. Subcontractor shall, if requested by ABB Contractor, perform medical examination of his employees and provide ABB Contractor with the results of such examination, unless such provision would violate applicable laws.

分包方应及时获得使其人员根据时间表履行服务必要的所有许可、授权、签证和批准并付款。人员应遵守 ABB 承包方提供的有关特

定国家旅行安全的要求指南和/或限制。分包方应雇佣和提供足够人数的能胜任和有经验的人员来完成服务。应 ABB 承包方的要求, 分包方应立即将 ABB 承包方认为有不当行为的、或不胜任的或疏忽大意的任何人移除出现场。任何被移除的人应在十五 (15) 个日历日内被能胜任的人代替。所有与此种移除有关的费用应由分包方承担。分包方仅应雇佣没有传染病的人员。如果 ABB 承包方要求, 分包方应对其员工进行体检, 并向 ABB 承包方提供检查结果, 除非该提供将违反适用的法律。

3.6 Subcontractor shall satisfy itself as to the specifics of the Site, and all aspects thereof insofar as they affect the execution of the Services. Subcontractor shall also satisfy itself as to the means of access to the Site, the accommodation which may be required, the extent and nature of work and materials necessary for execution and completion of the Services, and whether Subcontractor has reasonably considered all such aspects in the Subcontract Price.

分包方应了解并接受现场的所有详情和对服务有影响的所有方面。分包方同样应了解并接受进入现场的方法、所需的住宿、工作的范围和性质、执行和完成服务所需的物料、并且在分包合同价格中合理考虑所有方面。

3.7 Subcontractor shall be responsible for any activities performed by its employees in relation to the Subcontract, and in particular the following shall apply:

分包方应对其员工履行的与分包合同有关的任何行为负责, 特别是以下内容应适用:

3.7.1 Subcontractor assumes full and exclusive responsibility for any accident or occupational disease occurred to its employees in relation to the performance of the Subcontract.

分包方对其员工发生的与履行分包合同有关的任何事故或职业病承担完全的排他性的责任。

3.7.2 It is expressly agreed that the Subcontract does not imply any employment relationship between ABB Contractor and Subcontractor, or between ABB Contractor and Subcontractor's employees assigned to the execution of the Subcontract. ABB Contractor shall remain free of any direct or indirect responsibility or liability for labour, social security or taxes with respect to Subcontractor and its employees assigned to the performance of the Subcontract.

双方明确同意, 分包合同并不意味着 ABB 承包方和分包方之间存在任何雇佣关系, 或 ABB 承包方和分包方指派完成分包合同的员工之间有任何雇佣关系。对于分包方和其委派完成分包合同的员工, ABB 承包方不承担任何直接或间接的与劳动、社会保险或税务有关的责任或债务。

3.7.3 Subcontractor shall hire or subcontract in its own name all employees required to perform effectively the Subcontract, who shall under no circumstances act as ABB Contractor's employees.

分包方应以其名义雇佣或分包有效履行分包合同所需的所有雇员, 这些雇员在任何情况下不得以 ABB 承包方雇员的名义行事。

3.7.4 Subcontractor shall be solely and exclusively responsible for any claims and/or lawsuits filed by its employees and – unless caused by ABB Contractor’s gross negligence or intentional act – hold ABB Contractor entirely safe and harmless from such claims and/or lawsuits. Subcontractor undertakes to voluntarily appear in court, recognizing its status as sole and exclusive employer, and to provide ABB Contractor with any and all requested documentation necessary to ensure proper legal defence of ABB Contractor in court.

分包方应单独和排他性地对由其员工提起的任何索赔和/或诉讼负责（除非由 ABB 承包方的重大过失或故意行为导致），并使 ABB 承包方完全安全和免于承担此种索赔和/或诉讼损害的责任。分包方承诺其会自愿出庭，并承认其单独和排他性的雇主身份，并向 ABB 承包方提供保证能使 ABB 承包方在法庭中有适当的法律辩护的任何和所有所需的文件和信息。

3.7.5 ABB Contractor is authorized to make any payments due to Subcontractor’s employees performing the Subcontract, in order to avoid lawsuits. Such payments may be made through withholding Subcontractor’s credits, through offsetting or in any other way. Subcontractor shall provide any support requested by ABB Contractor with regard to such payments and indemnify ABB Contractor for any payments made.

ABB 承包方被授权向履行分包合同的分包方雇员支付任何到期款项，以避免诉讼。此种付款通过扣除给予分包方的信用额度、抵消或任何其他方式进行。分包方应根据 ABB 承包方要求提供关于此种付款所需的任何支持且就此付款对 ABB 承包方进行补偿。

4. HEALTH, SAFETY AND ENVIRONMENT (HSE)

健康、安全和环境（HSE）

4.1 Subcontractor shall comply and ensure compliance by any of its employees and subcontractors with all applicable laws relating to HSE throughout the performance of the Subcontract.

分包方应在履行分包合同过程中遵守和保证其员工和分包商遵守适用的关于 HSE 的法律。

4.2 Subcontractor shall comply with (i) ABB Contractor’s HSE instructions for the Site and ABB’s Code of Practice for Safe Working (as referred to in the Special Terms and Conditions), (ii) Client’s instructions concerning HSE at Site and (iii) applicable industry standards and good engineering practice.

分包方应遵守(i) ABB 承包方的现场 HSE 指示和 ABB 的安全施工规范(参照《特别条款和条件》)，(ii) 客户的现场 HSE 指示和(iii) 适用的行业标准和良好的工程惯例。

4.3 Subcontractor shall ensure that all its personnel, and its subcontractors’ personnel, working on Site shall have received relevant training and induction before being allowed to work on Site. Subcontractor shall immediately remove from Site any person who, in ABB Contractor’s opinion, fails to comply with the provisions of the rele-

vant legislation, regulations and rules as appropriate or such other HSE legislation, which from time to time may be in force.

分包方应保证其所有在现场工作的人员，和其分包商的人员，在被允许在现场工作之前应接受过相关培训。分包方应立即将 ABB 承包方认为未遵守适当的相关法律、法规和规则，或其他不时生效的 HSE 法律的任何人员从现场撤走。

4.4 Subcontractor shall be solely responsible for the health and safety of all its employees and subcontractors at Site and shall immediately advise ABB Contractor and the relevant authority, if so required, of the occurrence of any accident, incident or near-miss on or about the Site or otherwise in connection with the provision of the Services. Within twenty four (24) hours after the occurrence of any such accident, incident or near-miss, Subcontractor shall furnish ABB Contractor with a written report, which shall be followed within fourteen (14) calendar days by a final report. Subcontractor shall also provide such a report to the appropriate authority when required. This procedure shall not relieve Subcontractor from the full responsibility to protect persons and property, and from its liability for damages.

分包方应独自对所有其在现场的员工和分包商的健康和安全负责，并且如被要求，应立即通知 ABB 承包方和相关机关在现场发生或与之有关的，或与提供服务有关的任何事故、事件或侥幸未发生的事件。此种事故、事件或侥幸未发生事件发生后的二十四（24）小时内，分包方应向 ABB 承包方提供书面报告，并在之后的十四（14）个日历日内出具最终报告。如被要求，分包方也应向适当的机关提供此报告。此程序不应免除分包方保护人身和财产的完全责任和对损失的责任。

5. VARIATION ORDERS

变更单

ABB Contractor may issue, in the standard form provided in the Annexes, Variation Orders to Subcontractor to alter the Schedule, to amend, omit, add to, or otherwise change the Services or any parts thereof. Subcontractor shall carry out such Variation Orders only upon receipt of written Variation Order and continue to be bound by the provisions of the Subcontract. The value of each Variation Order shall then be added to or deducted from the Subcontract Price, as appropriate; agreed unit prices shall continue to apply. The Variation Order shall, as the case may be, express the amount of time by virtue of which the Schedule shall be shortened or extended. Subcontractor shall not postpone or delay the performance of a Variation Order on the grounds of dispute, or that it is subject to acceptance by Subcontractor, or agreeing to the value amount, and/or time extension to Schedule.

ABB 承包方可以附件中的标准格式向分包方下达变更单，以更改时间表、修改、删除、添加或变更服务或其任何部分。分包方仅当收到书面变更单后方可履行该变更单，并继续受分包合同约束。每份变更单的价格应适当地从分包合同价格中增加或扣除，约定的单价应继续适用。变更单应根据实际情况缩短或延长时间表以

表明时间量。分包方不应以有争议，或变更单需分包方接受，或需分包方同意价格和/或延长时间表为由而推迟或延迟履行变更单。

6. PROVISION OF THE SERVICES

提供服务

6.1 Subcontractor shall provide the Services and meet the Schedule both as specified in the Subcontract. Partial performance is not accepted unless confirmed or requested by ABB Contractor in writing.

分包方应根据时间表和分包合同约定提供服务。除非 ABB 承包方书面确认或要求，部分履行不被接受。

6.2 Subcontractor shall submit for ABB Contractor's approval a detailed execution plan (including agreed milestones as specified in the Subcontract) for the performance of the Subcontract and shall assist ABB Contractor with regard to the scheduling and planning process, and cooperate with ABB Contractor in all respects of the Subcontract scheduling and planning.

分包方向 ABB 承包方提交履行分包合同的详细执行计划（包括分包合同中约定的进度表）以供其批准，并应在安排和规划过程中协助 ABB 承包方，和在分包合同安排和规划的所有方面与 ABB 承包方进行配合。

6.3 Unless requested otherwise, Subcontractor shall at least monthly in the form requested by ABB Contractor, report the status of the provision of the Services. Subcontractor shall anticipate that the Services may be interfered with or incidentally delayed from time to time due to concurrent performance of work by others. The report shall be provided to ABB Contractor within five (5) calendar days from the end of the month covered by the report. If the provision of the Services or any part thereof is behind the Schedule, Subcontractor shall submit in writing a recovery plan specifying its activities for reaching compliance with the Schedule. Upon ABB Contractor's request, Subcontractor shall provide ABB Contractor at any time with all information regarding the provision of the Services. ABB Contractor shall have the right to withhold payments under the Subcontract if Subcontractor fails to submit any of the reports.

除非另行要求，分包方至少按月以 ABB 承包方要求的形式报告服务提供的状态。分包方应预料到服务可能因他人同时履行工作而不时地被干扰或偶然延迟。报告应在其涵盖月份的月底后的五(5)个日历日内提交给 ABB 承包方。如果服务或其任何部分晚于时间表约定的时间提供，分包方应提交书面补救计划载明其为遵守时间表而将进行的行动。根据 ABB 承包方的要求，分包方应在任何时间向 ABB 承包方提供关于提供服务的所有相关信息。如果分包方未提交任何报告，ABB 承包方应有权暂缓支付分包合同下的款项。

6.4 Subcontractor must indicate latest at the time of acceptance of the Subcontract the customs tariff numbers of the country of consignment and the countries of origin for all Services. For controlled Services, the

relevant national export control numbers must be indicated and, if the Services are subject to U.S. export regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic In Arms Regulations (ITAR) must be specified. Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; certificates of origin upon request.

分包方必须最迟在接受分包合同时告知 ABB 承包方：起运国的海关关税号，所有服务的来源国。对于受监管的服务，必须注明相关的国家出口控制号，如果服务须遵守美国出口法律，必须注明《美国出口控制分类编号》(ECCN)或《国际武器贸易条例》(ITAR)分类号。无要求，应提交优惠原产地证明、合规申报和起运国或目的国标志；一旦要求，提交原产地证书。

7. TIME FOR PROVIDING THE SERVICES, DELAY

提供服务的时间、延迟

7.1 If Subcontractor does not comply with the Schedule, ABB Contractor reserves the right to instruct Subcontractor in writing to expedite its performance under the Subcontract. Subcontractor shall take such measures (in accordance with ABB Contractor's instructions) as required for acceleration of progress so as to complete the provision of the Services, or the relevant part thereof, on time. Subcontractor shall not be entitled to any additional payment for taking such steps to accelerate the work to meet the Schedule. Subcontractor shall notify ABB Contractor in writing within twenty four (24) hours of the occurrence and cause of any delay and also to make every effort to minimise or mitigate the costs or the consequences of such delay.

如果分包方不遵守时间表，ABB 承包方有权书面要求分包方加快履行分包合同。分包方应采取加快进程必要的措施（根据 ABB 承包方的指示），以按时完成提供服务或其相关部分。分包方无权就为根据时间表完成工作而采取的措施收取额外费用。

分包方应在任何延迟发生后的二十四(24)小时内书面通知 ABB 承包方并告知其原因，并同时尽所有努力减小或减轻因延迟造成的成本和后果。

7.2 If Subcontractor fails to provide the Services in accordance with the Schedule, Subcontractor shall pay liquidated damages to ABB Contractor for this default. The liquidated damages shall be payable at a rate specified in the Subcontract. Subcontractor shall pay the liquidated damages upon written demand or upon receipt of an invoice from ABB Contractor. The amount of liquidated damages may be deducted by ABB Contractor from any payments due or which may become due to Subcontractor prejudice to any other recovery method. The payment of such liquidated damages shall not relieve Subcontractor from any of its obligations and liabilities under the Subcontract.

如果分包方未根据时间表提供服务，分包方应就此违约向 ABB 承包方支付违约金。违约金应根据分包合同中的比例支付。分包方应当应 ABB 承包方的书面要求或接到 ABB 承包方的发票后支付

违约金。违约金可由 ABB 承包方在任何到期或将到期的款项中扣除但不影响其他可能的救济方式。此违约金的支付不应免除分包方在分包合同下的任何义务和责任。

7.3 If the delay in providing the Services is such that ABB Contractor is entitled to maximum liquidated damages and if the Services are still not provided, ABB Contractor may in writing demand provision of the Services within a final reasonable period which shall not be less than one week.

如果延迟履行服务使 ABB 承包方有权索赔最大违约金，且如果服务仍未被提供，ABB 承包方可以书面要求在不少于一周的合理最终期限内提供服务。

7.4 If Subcontractor does not provide the Services within such final period and this is not due to any circumstance for which ABB Contractor is responsible, then ABB Contractor reserves the right to:

如果分包方未在最后期限内提供服务，且并非由于 ABB 承包方需负责的原因，ABB 承包方保留以下权利：

7.4.1 terminate the Subcontract pursuant to Clause 16 (Termination);

根据第 16 条（终止）终止分包合同；

7.4.2 refuse any subsequent provision of the Services which Subcontractor attempts to make;

拒绝分包方任何后续试图提供的服务；

7.4.3 recover from Subcontractor any costs or expenditure incurred by ABB Contractor in obtaining the services in substitution from another Subcontractor;

要求分包方承担 ABB 承包方从另一个分包方处获得代替服务而产生的任何费用或支出；

7.4.4 claim in addition to liquidated damages under Clause 7 for any additional costs, losses or damages incurred whatsoever by ABB Contractor which are reasonably attributable to Subcontractor's failure to comply with the Subcontract.

除了根据第 7 条要求分包方支付违约金外，就合理归因于分包方未遵守分包合同而使 ABB 承包方发生的任何额外的费用、损失、损害进行赔偿。

7.5 ABB Contractor shall also have the right to terminate the Subcontract by notice in writing to the Subcontractor, if it is clear from the circumstances that there will occur a delay in providing the Services which under Clause 7 would entitle ABB Contractor to maximum liquidated damages.

如果有明确情形显示服务提供将延迟并使 ABB 承包方可根据第 7 条索赔最高违约金，那么 ABB 承包方应有权在书面通知分包方后，终止分包合同，

8. MONITORING AND ACCEPTANCE OF THE SERVICES

监督和验收服务

8.1 Subcontractor shall allow ABB Contractor and/or its authorised representatives to monitor the provision of the Services at any time.

分包方应允许 ABB 承包方和/或其授权代表在任何时间监督服务的提供。

8.2 Notwithstanding any monitoring, Subcontractor shall remain fully responsible for the Services' compliance with the Order. This applies whether or not ABB Contractor has exercised its right of monitoring and shall not limit Subcontractor's obligations under the Order. For the avoidance of doubt, monitoring of Services by ABB Contractor Customer and/or its authorised representatives shall in no event exempt Subcontractor from or limit Subcontractor's warranties or liability in any way.

无论 ABB 承包方是否进行任何监督，分包方仍然完全负责使服务符合订单要求，并且分包方在订单下的义务不因受到限制或被减轻。为避免疑义，ABB 承包方、客户和/或其授权代表检查服务在任何情况下都不应以任何方式免除或限制分包方的保证或责任。

8.3 ABB Contractor shall not be deemed to have accepted any Services until it has had a reasonable time to review 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.

在服务完成后经 ABB 承包方在合理时间内检查完毕之前，或者，在服务有缺陷的情况下，在该缺陷变得明显之后的合理时间以内，ABB 承包方不应被视为验收了任何服务。此种合理时间应根据服务的特点、履行缺陷情况和提供服务的场合决定。

9. SUSPENSION OF THE SUBCONTRACT

分包合同中止

9.1 ABB Contractor shall have the right to suspend performance of the Subcontract at any time for convenience for a period of 90 calendar days in the aggregate without any compensation to Subcontractor. In case the suspension extends beyond 90 calendar days, Subcontractor shall be compensated by ABB Contractor for the direct and reasonable incurred costs of such suspension. The agreed time for performance of the Subcontract or the concerned part thereof shall be extended by the time period of the suspension.

ABB 承包方有权在任何时间因便利中止履行分包合同累计不超过 90 个日历日，而无需向分包方进行任何赔偿。如果中止累计超过 90 个日历日，ABB 承包方应就因此种中止产生的直接和合理的费用向分包方赔偿。约定的履行分包合同的时间及相关部分应结合中止的时间相应延长。

9.2 If the suspension of the Subcontract is caused or requested by Client, Subcontractor shall be entitled only to a compensation as specified in the Subcontract and to the extent paid by Client.

如果分包合同中止是由客户引起或要求的，分包方只有权根据分包合同规定获得赔偿且以客户支付的赔偿金额为限。

9.3 Subcontractor shall suspend the performance of the Subcontract or any part thereof, including postponing the provision of the Services, for such times and in such manner as ABB Contractor considers necessary (i) for proper HSE or execution of the Subcontract, or (ii) due to any default by Subcontractor, in which case Subcontractor shall bear all costs and be liable for the delay arising from such suspension.

分包方应以 ABB 承包方认为必要的时间和方式因下列原因中止分包合同或其任何部分（包括推迟提供服务）：(i) 适当健康安全环境和履行分包合同，或 (ii) 由于任何分包方违约，在此情况下分包方应承担所有费用和对因该中止而导致的延迟负责。

9.4 Subcontractor shall have no right to suspend performance of the Subcontract.

分包方应无权中止履行分包合同。

10. FORCE MAJEURE

不可抗力

10.1 Neither Party shall be liable for any delay in performing or for failure to perform its obligations under the Subcontract if the delay or failure results from an event of “Force Majeure”, provided that the affected Party serves 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“不可抗力”事件导致的延迟履行或未能履行相应分包合同项下的义务负责，前提是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。

10.2 “Force Majeure” means the occurrence of any event which is unforeseeable and beyond the control of the Party affected that results in the failure or delay by such Party of some performance under the Subcontract, in full or part. Each Party shall use its reasonable endeavours to minimise the effects of any event of Force Majeure.

“不可抗力”指发生任何不可预见、在受影响方合理控制之外、导致此方不能履行或迟延履行全部或部分分包合同的事件。任何一方应尽合理努力将不可抗力造成的影响减小到最低。

11. WARRANTY

质保

11.1 Subcontractor warrants that the Services (including Work Products):

分包方保证服务（包括工作成果）：

11.1.1 comply with the Subcontract, including but not limited to any specification as stipulated in the Subcontract, and according to the highest standards and in the manner and method recognized by good engineering practices;

符合分包合同，包括但不限于分包合同中的任何规格要求，并根据最高标准和符合良好的工程设计惯例认定的方法和方式；

11.1.2 are fit for the particular purpose of the Project, whether expressly or impliedly made known to Subcontractor in the Subcontract;

适合项目的特定用途，无论是否在分包合同中向分包方明示或默示；

11.1.3 are free from defects; and

没有缺陷；和

11.1.4 comply with Clauses 3.1.1 and 17 (Compliance, Integrity).

符合第 3.1.1 条和第 17 条（合规、诚信）。

11.2 The warranty period shall be thirty six (36) months from acceptance of the Services.

保证期应为自验收服务之日起三十六（36）个月。

11.3 In the event of a breach of warranty, the entire warranty period of Clause 11.2 shall be restarted upon Client’s and/or ABB Contractor’s written confirmation the Services are no longer defective.

如果违反质保，第 11.2 条的整个质保期应在收到客户和/或 ABB 承包方书面确认服务不再有缺陷后重新开始计算。

11.4 In case of non-compliance with the warranty provided under this Clause 11, ABB Contractor shall be entitled to enforce one or more of the following remedies at Subcontractor’s own expense and risk:

如果不符合第 11 条的质保，ABB 承包方应有权自主决定并由分包方承担费用和 risk 执行以下一个或几个补救措施：

11.4.1 to give Subcontractor the opportunity to carry out any additional work necessary to ensure that the terms and conditions of the Subcontract are fulfilled within twenty (20) calendar days from ABB Contractor’s notice;

自 ABB 承包方通知后二十（20）个日历日内，给分包方机会开展任何必要的额外工作保证满足分包合同条款；

11.4.2 to carry out (or to instruct a third party to carry out) any additional work necessary to make the Services comply with the Subcontract;

开展（或指派第三方开展）任何必要的额外工作使服务符合分包合同；

11.4.3 to obtain from Subcontractor prompt replacement of the non-compliant Services by other Services conforming with the Subcontract;

从分包方处获得其他符合分包合同的服务来代替不符合分包合同的服务；

11.4.4 to refuse to accept any further provision of the Services, but without exemption from Subcontractor’s liability for the defective Services;

拒绝接受任何进一步服务的提供，但是不免除分包方对缺陷服务的责任；

11.4.5 to claim such costs and damages as may have been sustained by ABB Contractor as a result of Subcontractor’s breach or failure;

就 ABB 承包方因分包方违约或未能履约而遭受的此种费用和损害进行索赔；

11.4.6 to terminate the Subcontract in accordance with Clause 16.1.

根据第 16.1 条终止分包合同。

11.5 The rights and remedies available to ABB Contractor and contained in the Subcontract are cumulative and are not exclusive of any rights or remedies available under warranty, at law or in equity.

ABB 承包方享有的和包含在分包合同中的权利和救济是累积性的, 并不排除任何在质保下、根据法律或公平可享有的权利和救济。

12. PRICES, PAYMENT TERMS, INVOICING

价格、支付条件和开票

12.1 The Subcontract Price shall be deemed to cover the fulfilment by Subcontractor of all its obligations under the Subcontract and include the costs of the Services specified and the costs for everything, including but not limited to supervision, fees, taxes, duties, transportation, profit, overhead, licences, permits, and travel, whether indicated or described or not, which is necessary for the provision of the Services.

分包合同价格是分包方完成所有分包合同下义务的价格, 并且包含完成规定的服务的费用, 和其他所有事项的费用, 包括但不限于对提供服务有必要的监管、费用、税费、关税、交通、利润、经常费用、许可、执照和差旅, 无论是否明确列出。

12.2 The prices stipulated in the Subcontract are fixed unless otherwise provided in a Variation Order.

分包合同规定的价格固定不变除非变更单中另行约定。

12.3 The payment terms and the applicable procedures shall be specified in the Subcontract.

付款条件和适用程序应在分包合同中规定。

12.4 Subcontractor shall submit invoices complying with Subcontractor's and ABB Contractor's applicable local mandatory law, generally accepted accounting principles and ABB Contractor requirements set forth in the Subcontract, which shall contain the following minimum information: Subcontractor name, address and reference person including contact details (telephone, e-mail etc.); invoice date; invoice number; Order number (same as stated in the Order); Subcontractor number (same as stated in the Order); address of ABB Contractor; quantity; specification of Services supplied; price (total amount invoiced); currency; tax or VAT amount; tax or VAT number; Authorized Economic Operator and/or Approved Exporter Authorization number and/or other customs identification number, if applicable.

分包方应遵照分包方和 ABB 承包方当地适用的强制性法律、通用会计准则和分包合同中载明的 ABB 承包方的要求提交发票, 并至少包含下列信息: 分包方名称、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)、分包方编号(与订单上的相同)、ABB 承包方地址、数量、服务规格、价格(开票总价)、货币、税款或增值

税金额、税号或增值税编号、经认证的经营者和/或经批准的出口商授权号和/或其他海关识别码(如适用)。

12.5 Invoices shall be accompanied by interim release of liens or privileges and shall be issued to ABB Contractor as stated in the Subcontract. Invoices shall be sent to the invoice address specified in the Subcontract. The submission of an invoice shall be deemed to be a confirmation by Subcontractor that it has no additional claims, except as may already have been submitted in writing, for anything that has occurred up to and including the last day of the period covered by such invoice.

发票应附有临时解除留置权或特权的文件, 并应根据分包合同向 ABB 承包方开具。发票应发送至分包合同中的联系地址。提交发票应被视为分包方确认没有任何额外的索赔、除非该索赔已被书面提交, 该发票覆盖其明确的期间内直至最后一天结束前已经发生的任何事项。

12.6 Subcontractor shall make payment in due time for all equipment and labour used in, or in connection with, the performance of the Subcontract in order to avoid the imposition of any lien or privilege against any portion of the Services and/or the Project. In the event of the imposition of any such lien or privilege by any person who has supplied any such equipment or labour, or by any other person claiming by, through or under Subcontractor, Subcontractor shall, at its own expense, promptly take any and all action as may be necessary to cause such lien or privilege to be released or discharged. Subcontractor shall furnish satisfactory evidence, when requested by ABB Contractor, to verify compliance with the above. In the alternative, ABB Contractor may pay to release the lien and withhold such amounts from Subcontractor.

分包方应就履行分包合同使用或与之有关的所有设备和劳力按时付款, 从而避免服务和/或项目的任何部分产生任何留置或特权。如果提供任何该设备和劳力的任何人, 或通过分包方索赔的任何其他人提出任何此种留置或特权, 分包方应自担费用立即采取必要的任何和所有行动解除该留置权或免除特权。分包方应当应 ABB 承包方的要求, 提供令人满意的证据证明符合以上要求。或者, ABB 承包方可以支付款项以解除留置权, 并从应支付给分包方的款项中抵扣。

12.7 ABB Contractor shall have the right to withhold the whole or part of any payment to Subcontractor which, in the opinion of ABB Contractor, is necessary for protection of ABB Contractor from loss on account of claims against Subcontractor, or failure by Subcontractor to make due payments to its sub-suppliers or employees, or not having paid taxes, dues and social insurance contributions. ABB Contractor reserves the right to set off such amount owed to Subcontractor, or withhold payment for Services not provided in accordance with the Subcontract. However, Subcontractor shall not be entitled to set off any

amounts owed by ABB Contractor to Subcontractor, unless prior approval has been granted by ABB Contractor in writing.

如 ABB 承包方认为有必要为了使 ABB 承包方避免由于针对分包方的索赔或由于分包方未向次级供应商或员工付款或未支付税费、税款和保险费而使 ABB 承包方遭受损失， ABB 承包方有权暂缓支付全部或部分任何应向分包方支付的款项。ABB 承包方有权从应付分包方的款项中抵扣或暂缓支付未按照分包合同提供服务的款项。然而，分包方不应有权抵扣任何 ABB 承包方欠分包方的款项，除非 ABB 承包方事先书面批准。

13. INTELLECTUAL PROPERTY

知识产权

13.1 Subcontractor assigns herewith to ABB Contractor 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. Subcontractor further agrees to execute, upon ABB Contractor's request and at its cost, all further documents and assignments and do all such further things as may be necessary to perfect ABB Contractor's ownership title to the Intellectual Property or to register ABB Contractor as owner of the Intellectual Property with any registry, including but not limited to governmental registration authorities or private registration organisations.

分包方在该权利的整个期间向 ABB 承包方转让服务所产生“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 ABB 承包方要求并承担其费用，分包方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 ABB 承包方对知识产权的所有权或在任何登记机构将 ABB 承包方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。

13.2 The Intellectual Property Rights in any Work Products created by or licensed to Subcontractor prior to the Effective Date or outside of the Subcontract, and any subsequent modifications to the same (“Pre-Existing Works”) will remain vested in Subcontractor or the respective third party owner. To the extent that Pre-Existing Works are embedded in any Work Products delivered by Subcontractor, ABB Contractor 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.

在生效日之前或在分包合同的范围之外，由分包方创造或许可给分包方的任何“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”）由分包方或相应的第三方所有。如果“既存成果”被嵌入分包方交付的任何“工作成果”中，ABB 承包方及其关联公司应对该“工作成果”一部分的“既存成果”有全球性的、不可撤销的、永久性的、可转让的、非独家的、免许可费的、可授权的许可进行使用，包括但不限于进一步改进、开发、营销、

分销、分许可、利用或以任何其他方式使用含有“既存成果”的“工作成果”的权利。

14. LIABILITY AND INDEMNITY

责任和赔偿

14.1 Subcontractor shall indemnify ABB Contractor against all liabilities, losses, damages, injuries, cost, expenses, actions, suits, claims, demands, charges or expenses whatsoever arising in connection with death or injury suffered by persons employed by Subcontractor or any of its sub-suppliers.

分包方应就其或其任何次级供应商雇用的人员的死亡或伤害引起的全部责任、损失、损害、伤害、费用、开支、行动、诉讼、索赔、要求、收费向 ABB 承包方进行补偿。

14.2 Without prejudice to applicable mandatory law or unless otherwise agreed between the Parties, Subcontractor shall compensate/indemnify ABB Contractor and Client for all liabilities, losses, damages, injuries, cost, actions, suits, claims, demands, charges or expenses whatsoever arising out of or in connection with the performance of the Subcontract and/or the Services (i) for Subcontractor's breaches of the Subcontract, and (ii) for any claim made by a third party (including employees of Subcontractor) against ABB Contractor in connection with the Services and to the extent that the respective liability, loss, damage, injury, cost or expense was caused by or arises from acts or omissions of Subcontractor and/or from the Services.

在不影响适用的强制性法律的情况下或除非双方之间另有约定，分包方应就以下引起的或与之有关的所有责任、损失、损害、伤害、费用、行动、诉讼、索赔、要求、收费或由履行分包合同和/或服务导致的或与之有关的费用，向 ABB 承包方和客户进行赔偿/补偿：（1）分包方违反分包合同，和（2）第三方（包括分包方员工）针对 ABB 承包方提出的与服务相关的任何索赔以及由分包方的行为或疏忽和/或服务引起的相关责任、损失、损害、伤害、费用或支出。

14.3 In the event of infringements of third party Intellectual Property Rights caused by or related to the Services and/or the Work Products: 若因服务和/或工作成果导致的或与之有关的侵犯第三方知识产权：

14.3.1 Subcontractor shall reimburse ABB Contractor and Client for any liabilities, losses, damages, injuries, costs and expenses (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 such infringement. This obligation does not limit any further compensation rights of ABB Contractor or Client;

分包方应就该侵权引起的任何责任、损失、损害、伤害、费用、支出（包括但不限于任何直接、间接或继发性损失、利润损失和名誉损失，和所有利息、罚金和法律和其他专业费用和支出）向

ABB 承包方和客户进行补偿。此义务不限制 ABB 承包方和客户进行任何进一步索赔的权利；

14.3.2 Without prejudice to ABB Contractor's right under the Subcontract, Subcontractor shall, upon notification from ABB Contractor at Subcontractor's cost (i) procure for ABB Contractor the right to continue using the Work Products; (ii) modify the Work Products so that they cease to be infringing; or (iii) replace the Work Products by non-infringing Work Products.

在不损害 ABB 承包方在分包合同中权利的情况下，一经 ABB 承包方通知，分包方应自担费用(i) 为 ABB 承包方获得继续使用工作成果的权利； (ii) 修改工作成果使之停止侵权；或 (iii) 用不侵权的工作成果代替侵权的工作成果。

14.4 Subcontractor shall be responsible for the acts, omissions, defaults, negligence or obligations of any of its sub-suppliers, its agents, servants or workmen as fully as if they were the acts, omissions, defaults, negligence or obligations of Subcontractor.

分包方应对其任何其次级供应商、代理、雇员或工人的行为、疏漏、违约、疏忽或义务承担完全的责任，就如同这些行为、疏忽、过错、过失或义务是分包方的行为。

14.5 Subcontractor shall be responsible for the control and management of all of its employees, its suppliers and/or subcontractors, and it shall be responsible for the acts, defaults, negligence or obligations of any of its employees, suppliers and/or subcontractors, its agents, servants or workmen as fully as if they were the acts, defaults, negligence or obligations of Subcontractor.

分包方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、疏忽或义务是分包方的行为。

14.6 ABB Contractor reserves the right to set off any indemnity/liability claims under the Subcontract against any amounts owed to Subcontractor.

ABB 承包方有权以分包合同下的任何补偿/责任抵销应付给分包方的任何金额。

14.7 For any indemnity obligations, Subcontractor shall defend ABB Contractor at its cost against any third party claims upon ABB Contractor's request.

对于任何的补偿义务，应 ABB 承包方需求，分包方应自担费用为 ABB 承包方就任何第三方索赔进行辩护。

15. INSURANCE

保险

15.1 Subcontractor shall maintain as required in the Special Terms and Conditions and at its expense with reputable and financially sound insurers acceptable to ABB Contractor the following type of insurances:

professional liability insurance, public liability insurance, statutory worker's compensation/employer's liability insurance.

分包方应按《特别条款和条件》自担费用向 ABB 承包方接受的声誉和经济状况良好的保险机构投保下列类型的保险：职业责任险、公众责任险、法定的工伤保险/雇主责任险。

15.2 All insurance policies shall be endorsed to include ABB Contractor as additional insured and provide a waiver of insurer's right of subrogation in favour of ABB Contractor. Subcontractor shall no later than Effective Date provide to ABB Contractor certificates of insurance covering such policies as well as confirmation that premiums have been paid. Subcontractor shall also provide upon ABB Contractor's request copies of such insurance policies.

所有保单应把 ABB 承包方作为附加被保险人，并放弃对 ABB 承包方的追偿。分包方应不迟于生效日向 ABB 承包方提供涵盖此种保单的保险证明并确认保险费已经支付。分包方应当应 ABB 承包方要求提供此种保单的复印件。

15.3 In case of loss and damage related to the covers in Clause 15, any and all deductibles shall be for Subcontractor's account.

如果有与第 15 条规定的保险有关的损失或损害，任何和所有免赔额应由分包方承担。

15.4 Subcontractor shall furnish notice to ABB Contractor within thirty (30) calendar days of any cancellation or non-renewal or material change to the terms of any insurance.

分包方应在三十（30）个日历日内就任何关于保险条款的取消或不续订或实质变更通知 ABB 承包方。

15.5 All Subcontractor policies (except worker's compensation/employer's liability) shall be considered primary insurance and any insurance carried by ABB Contractor shall not be called upon by Subcontractor's insurers to contribute or participate on the basis of contributing, concurrent, double insurance or otherwise.

所有分包方保险（除了工伤保险/雇主责任）应被视为首层保险，任何 ABB 承包方购买的保险不应被分包方承保人以保障相同利益、同时存在、重复保险或其他原因为由要求分摊责任。

15.6 Should Subcontractor fail to provide insurance certificates and maintain insurance according to Clause 15, ABB Contractor shall have the right to procure such insurance cover at the sole expense of Subcontractor.

如果分包方未按照第 15 条提供保险证明和投保，ABB 承包方应有权购买此种保险，并由分包方独自承担费用。

15.7 Any compensation received by Subcontractor shall be applied towards the replacement and/or restoration of the Services.

任何分包方获得的赔偿应用于更换和/或恢复服务。

15.8 Nothing contained in this Clause 15 shall relieve Subcontractor of any liability under the Subcontract or any of its obligations to make

good any loss or damage. The insured amounts can neither be considered nor construed as a limitation of liability.

第 15 条包含的任何内容不得免除分包方在分包合同下的任何责任或对任何损失和损害的赔偿义务。投保额既不得被视为也不得被解释为对责任的限制。

16. TERMINATION

终止

16.1 Without prejudice to any other rights or remedies to which ABB Contractor may be entitled, ABB Contractor may terminate the Subcontract in the event that:

在不影响 ABB 承包方享有的任何其他权利和救济的情况下, ABB 承包方可在以下情况下终止分包合同:

16.1.1 Subcontractor commits a breach of its obligations under the Subcontract, and fails to remedy that breach within ten (10) calendar days (unless otherwise stated under the Subcontract) of receiving written notice from ABB Contractor requiring its remedy; or

分包方违反分包合同下的义务,并在接到 ABB 承包方要求补救的书面通知后的十(10)个日历日内(除非分包合同中另有规定)没有就违约行为进行补救;或

16.1.2 subject to Clause 7.3, the maximum amount of liquidated damages payable by Subcontractor is reached, or, subject to Clause 7.5, it is clear from the circumstances that a delay will occur in providing the Services which would entitle ABB Contractor to maximum liquidated damages; or

分包方根据第 7.3 条需支付的违约金达到最大额,或根据第 7.5 条,有明确情形显示服务的提供将延迟并使 ABB 承包方索赔最大额违约金;或

16.1.3 Subcontractor fails to provide, in response to demand by ABB Contractor, adequate assurance of Subcontractor's future performance, whereby ABB Contractor shall be the sole judge of the adequacy of said assurance; or

分包方未能应 ABB 承包方要求为分包方未来的履约提供足够保证, ABB 承包方有权独自判断此种保证的足够性;或

16.1.4 there is any adverse change in the position, financial or otherwise, of Subcontractor, whereby and without limitation:

分包方的处境、财务或其他方面有任何不利变化,包括但不限于以下情形:

a) Subcontractor becomes insolvent; or

分包方破产;或

b) an order is made for the winding up of Subcontractor; or

分包方被命令清算;或

c) documents are filed with a court of competent jurisdiction for the appointment of an administrator of Subcontractor; or

指定分包方管理人的材料被提交至有管辖权的法院;或

d) Subcontractor makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

分包方与其债权人做出任何安排缔结任何协议,或为保护其债权人以任何方式向有管辖权的法院提出申请;或

16.1.5 Subcontractor ceases, or threatens to cease, performing a substantial portion of its business, whether voluntarily or involuntarily, that has or will have an adverse effect on Subcontractor's ability to perform its obligations under the Subcontract; or

分包方无论自愿或非自愿地停止,或可能停止其主要业务,且已经或将会对分包方履行分包合同下义务的能力造成不利影响;或

16.1.6 any representation or warranty made by Subcontractor in the Subcontract is not true, or inaccurate and if such lack of truth or accuracy would reasonably be expected to result in an adverse impact on ABB Contractor, unless cured within ten (10) calendar days after the date of written notice of such lack; or

任何分包方在分包合同中的陈述或保证不真实或不准确,如果此种缺乏真实性或准确性在合理预期下将对 ABB 承包方有不利影响,

除非此种缺乏真实性或准确性在接到该书面通知后的十(10)个日历日内被消除;或

16.1.7 there is a change of control of Subcontractor.

分包方控制权变更。

16.2 Upon termination according to Clause 16.1, ABB Contractor shall be entitled to reclaim all sums which ABB Contractor has paid to Subcontractor under the Subcontract and to claim compensation for any costs, losses or damages incurred whatsoever in connection with such termination.

根据第 16.1 条终止后, ABB 承包方有权收回根据分包合同向分包方支付所有款项,并有权就与终止有关的任何费用,损失或损害要求赔偿。

16.3 Upon termination according to Clause 16.1, ABB Contractor may complete the Subcontract or employ other suppliers to complete the Subcontract. Any such work shall be performed at Subcontractor's risk and expense.

一旦根据第 16.1 条终止后, ABB 承包方可以完成分包合同或雇佣其他供应商完成分包合同。任何该工作将由分包方承担风险和费用。

16.4 Upon termination according to Clause 16.1, ABB Contractor shall have the right to enter into, and Subcontractor shall undertake to assign, any agreements with Subcontractor's sub-suppliers. Any costs related to such assignments of agreements with sub-suppliers from Subcontractor to ABB Contractor shall be for the account of Subcontractor.

根据第 16.1 条终止后, ABB 承包方有权与分包方的次级供应商签订协议, 分包方应同意转让该协议。任何与次级供应商签订协议由分包方转变为 ABB 承包方有关的费用由分包方承担。

16.5 ABB Contractor has the right to terminate the Subcontract or parts of the Subcontract without cause at any time with immediate effect at its sole discretion by written notice to Subcontractor. Upon receipt of such notice Subcontractor shall stop all provision of the Services and performance of the Subcontract unless otherwise directed by ABB Contractor. ABB Contractor shall pay Subcontractor for the Services provided. Subcontractor shall have no further claim for compensation due to such termination. Claims for compensation of loss of anticipated profits are excluded.

ABB 承包方有权在无理的情况下自行决定随时书面通知分包方终止分包合同的整体或部分, 并立即生效。分包方一旦接到该通知后, 应停止提供所有服务和停止履行分包合同, 除非 ABB 承包方另有指令。ABB 承包方应就分包方提供的服务支付费用。分包方无权就此种终止要求进一步补偿。排除对预期利润的补偿要求。

16.6 In case the Main Contract is terminated for reasons other than Subcontractor's performance and if ABB Contractor, as a result thereof, terminates the Subcontract, compensation to be paid to Subcontractor shall correspond to the compensation paid by Client to ABB Contractor for the respective part of the Subcontract.

如果主合同非因分包方履约行为的原因而被终止, 并且如果 ABB 承包方因此终止分包合同, ABB 承包方支付给分包方的补偿应与客户就相关分包合同范围支付给 ABB 承包方的一致。

16.7 On termination of the Subcontract, Subcontractor shall immediately deliver to ABB Contractor all copies of information or data provided by ABB Contractor to Subcontractor for the purposes of the Subcontract. Subcontractor shall certify to ABB Contractor that Subcontractor has not retained any copies of such information or data.

分包合同终止后, 分包方应立即向 ABB 承包方返还 ABB 承包方就分包合同目的向分包方提供的信息或数据。分包方应向 ABB 承包方证明分包方没有保留任何此种信息或数据的副本。

16.8 On termination of the Subcontract, Subcontractor shall immediately deliver to ABB Contractor all specifications, programs and other information, data, and Subcontractor Documentation regarding the Services which exist in any form whatsoever at the date of such termination, whether or not then complete.

分包合同终止后, 分包方应立即向 ABB 承包方返还所有说明书、程序和其他信息、数据, 和在终止日时有关服务的以任何形式存在的分包方文件(无论当时是否完成)。

16.9 Termination of the Subcontract, however arising, shall not affect or prejudice the accrued rights of the Parties as at termination, or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

分包合同无论因何原因终止, 不应影响或损害双方在终止时享有的权利, 或任何明示或默示将于终止后继续有效的条款的效力。

17. COMPLIANCE, INTEGRITY

诚信合规

17.1 Subcontractor shall provide the Services and/or Work Products in compliance with all relevant legislation, laws, rules, regulations, and codes of practice, guidance and other requirements of any relevant government or governmental agency. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by Subcontractor shall be in compliance with the generally accepted best practice of the relevant industry.

分包方应遵照所有相关法律、规则、法规、规范、指南以及任何相关政府或政府机构的其他要求提供服务和/或工作成果。如果这些规定是建议性的而非强制性的, 适用于分包方的合规标准应为遵守相关行业公认的最佳做法。

17.2 Subcontractor must comply with the ABB Lists of Prohibited and Restricted Substances and with the reporting and other requirements regarding Conflict Minerals made available under www.abb.com – **Supplying – Material Compliance** or otherwise and shall provide ABB Contractor with respective documents, certificates and statements if requested. Any statement made by Subcontractor to ABB Contractor (whether directly or indirectly, e. g. where applicable via the ABB Supplier Registration and Pre-Qualification System) with regard to materials used for or in connection with the Services and/or Work Products will be deemed to be a representation under the Subcontract.

分包方必须遵守《ABB 禁用和限制物质清单》规定, 以及有关冲突矿产的报告及其它要求, 参见: www.abb.com – **Supplying – Material Compliance**, 或经要求应向 ABB 承包方提供相关文件、证明和声明。任何分包方向 ABB 承包方做的关于使用于与服务 and /或工作成果有关材料之声明(无论是直接的还是间接的, 例如通过 ABB 供应商注册及预审系统(如适用)), 将被视为分包合同下的一种陈述。

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

分包方陈述并保证其熟知并将一直遵守所有适用的贸易和海关法律、规定、指令以及政策, 包括但不限于: 向有管辖权的政府机

构获取所有必须的清关要求，来源地证明，向其取得进出口许可和豁免，完成所有适当的备案，和/或披露有关向在美国境内的非美国公民或美国境外提供服务，货物、硬件，软件和技术转让或转移，将含有与美国有关内容的或由美国原产的软件或技术衍生的技术和软件进行转让或转移。

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

若服务和/或工作成果在某一国家使用或某一机构以任何方式对构成服务和/或工作成果的设备及材料有影响力，则服务和/或工作成果不应包含或已使用被该国家列于禁止或限制贸易清单上的公司或国家的材料或设备。如果任何服务和/或工作成果受到或将要受到出口限制，分包方应负责立即书面告知 ABB 承包方有关该等限制的详细情况。

17.5 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 the Subcontract 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，且未知悉另一方或任何第三方会，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，向各方或任何他方客户、政府官员、双方的代理、董事和员工或任何第三方付款、赠送礼物或做出其他承诺，并且双方应遵守所有有关贿赂和腐败的法律、法规、条例和规定。分包合同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。

17.6 Subcontractor herewith acknowledges and confirms that Subcontractor has received a copy of ABB's Code of Conduct and ABB's Supplier Code of Conduct or has been provided information on how to access both ABB Codes of Conduct online under www.abb.com/Integrity. Subcontractor is obliged and agrees to

perform its contractual obligations in accordance with both ABB Codes of Conduct, including but without limitation to all employment, health, safety and environmental requirements specified therein.

分包方在此认可并确认，其已收到一份 ABB 的行为准则和《ABB 供应商行为准则》或已知悉如何在线获取 ABB 行为准则（www.abb.com/Integrity）的信息。分包方有义务并同意按照 ABB 的行为准则履行其合同义务，包括但不限于所列的所有雇佣、健康、安全和环境要求。

17.7 ABB has established the following reporting channels where Subcontractor and its employees may report suspected violations of applicable laws, policies or standards of conduct: Web portal: www.abb.com/Integrity – Reporting Channels; telephone and mail address: specified on this Web portal.

ABB 已建立了如下报告渠道，分包方和其员工可以通过此渠道报告可疑的违反适用的法律、政策或标准的行为：网址：www.abb.com/Integrity – Reporting Channels；电话和邮寄地址：见网站。

17.8 Any violation of an obligation contained in this Clause 17 shall be a material breach of the Subcontract. Either Party's material breach shall entitle the other Party to terminate the Subcontract with immediate effect and without prejudice to any further right or remedies under such Subcontract or applicable law.

任何对第 17 条的义务的违反将是对分包合同的实质性违约。任何一方实质性违约，另一方有权终止分包合同并立即生效，且不影响其根据分包合同或适用的法律获得任何进一步的权利或救济。

17.9 Notwithstanding anything to the contrary contained in the Subcontract, Subcontractor shall, without any limitations, indemnify and hold harmless ABB Contractor from and against any liabilities, claim, proceeding, action, fine, loss, cost or damages arising out of or relating to any such violation of the above mentioned obligations and the termination of the Subcontract, or arising from export restrictions concealed by Subcontractor. With respect to export restrictions solely attributable to ABB Contractor's use of the Services and/or Work Products, the now said commitment shall only apply to the extent Subcontractor has knowledge of or reasonably should have been aware of such use.

无论分包合同中有任何相关规定，分包方应无任何限制条件地赔偿并使 ABB 承包方免受因其违反上述义务、终止分包合同，或分包方隐瞒出口限制而导致的或相关的任何责任、索赔、法律程序、诉讼、罚款、损失、费用或损害。仅因 ABB 承包方使用服务和/或工作成果导致的出口限制，此种承诺仅限于分包方已知晓或合理应已知晓的使用。

18. ASSIGNMENT AND SUBCONTRACTING

转让和分包

18.1 Subcontractor shall neither novate nor assign, subcontract, transfer, nor encumber the Subcontract nor any parts thereof (including any

monetary receivables from ABB Contractor) without prior written approval of ABB Contractor.

未经 ABB 承包方的事先书面批准, 分包方不得代替、转让、分包、转移或抵押分包合同或其任何部分(包括来自 ABB 承包方的任何应收款)。

18.2 ABB Contractor may at any time assign, novate, encumber, subcontract or deal in any other manner with all or any of its rights or obligations under the Subcontract.

ABB 承包方可随时将其分包合同项下的全部或任何权利或义务转让、代替、抵押、分包或以其他方式进行交易。

19. NOTICES AND COMMUNICATION

通知和通信

Any notice shall (unless otherwise agreed upon) be given in the language of the Subcontract by sending the same by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in the Subcontract or to such other address as such Party may have notified in writing to the other for such purposes. E-mail and fax notices 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(除非另行约定)以和分包合同相同的语言通过挂号信、快件、传真或电子邮件的方式发送至分包合同中说明的相关方的地址或该方以书面形式通知另一方的其他地址。电子邮件和传真通知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。除非双方正式授权代表通过书面形式明确达成一致, 电子签名应无效。

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 Contractor 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 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合同中说明的相关方的地址或该方以书面形式通知另一方的其他地址。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。除非双方通过书面形式明确达成一致, 否则电子签名应无效。

20. WAIVERS

弃权

Failure to enforce or exercise, at any time or for any period, any term of the applicable ABB GTC/Engineering Services or the Subcontract

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/工程服务或分包合同的任何条款, 不构成且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。

21. GOVERNING LAW AND DISPUTE SETTLEMENT

管辖法律和争议解决

21.1 The Subcontract shall be governed by and construed in accordance with the laws of the country (and/or the state, as applicable) of ABB Contractor's legal registration, however under exclusion of its conflict of law rules and the United Nations Convention on International Sale of Goods.

分包合同应受 ABB 承包方注册国(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。

21.2 For domestic dispute resolution matters, whereby ABB Contractor and Subcontractor are registered in the same country, any dispute or difference arising out of or in connection with the Subcontract, including any question regarding its existence, validity or termination or the legal relationships established by the Subcontract, which cannot be settled amicably or by mediation, shall be submitted to the jurisdiction of the competent courts at the place of ABB Contractor's registration, unless other courts or arbitration are agreed in writing between the Parties.

对于在同一国家注册的 ABB 承包方和分包方所发生的国内争议解决事宜, 任何分包合同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, 如果不能友好协商或调解解决, 应提交 ABB 承包方注册地的管辖法院进行判决, 除非双方通过书面形式就其他法院或仲裁达成一致。

21.3 For cross border dispute resolution matters, whereby ABB Contractor and Subcontractor 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 Subcontract, including any question regarding its existence, validity or termination or the legal relationships established by the Subcontract, which cannot be settled amicably or by mediation, 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 ABB Contractor 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.

对于在不同国家注册的 ABB 承包方和分包方发生地跨国争议解决事宜，除非双方另外通过书面形式达成一致，否则任何由分包合同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，如果不能友好协商或调解解决，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 ABB 承包方的注册地，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法院或任何其他权威机构上诉改变原裁决。

22. CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION

保密，数据安全，数据保护

22.1 Subcontractor shall:

分包方应

22.1.1 Unless otherwise agreed in writing, keep in strict confidence all ABB Contractor Data and any other information concerning ABB Contractor's or its Affiliates' business, its products and/or its technologies which Subcontractor obtains in connection with the Services to be provided (whether before or after acceptance of the Subcontract). Subcontractor shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors or other third parties as need to know the same for the purpose of the provision of the Services to ABB Contractor. Subcontractor shall ensure that such employees, agents, subcontractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Subcontractor and shall be liable for any unauthorized disclosures;

除非另行书面约定，分包方对其获得的所有关于服务（无论是接受分包合同之前或之后）的 ABB 承包方数据和其他任何关于 ABB 承包方或其关联公司业务、产品和/或技术的信息进行严格保密。分包方应对因向 ABB 承包方提供服务之目的而需知晓此类保密材料的分包方的员工、代理或分包商或其他第三方限制披露此类保密材料。分包方应保证这些员工、代理或分包商或其他第三方遵守和符合适用于分包方的同样的保密义务，并应对任何未经授权披露负责；

22.1.2 Apply appropriate safeguards, adequate to the type of ABB Contractor Data to be protected, against the unauthorised access or disclosure of ABB Contractor Data and protect such ABB Contractor Data in accordance with the generally accepted standards of protection in the related industry, or in the same manner and to the same degree that it protects its own confidential and proprietary information – whichever standard is higher. Subcontractor may disclose confidential information to “Permitted Additional Recipients” (which means Subcontractor's authorised representatives, including auditors, counsels, consultants and advisors) provided always that such Permitted Additional Recipients sign with Subcontractor a confidentiality agreement with terms substantially similar hereto or, where applicable,

are required to comply with codes of professional conduct ensuring confidentiality of such information;

使用足以保护 ABB 承包方数据的合适的保护措施防止未经授权的获取或披露 ABB 承包方数据，根据相关行业通常接受的保护标准保护 ABB 承包方数据，或与保护其自有保密和专有信息相同方式和相同程度保护数据以较高标准为准。分包方可向“例外许可接收者”（指分包方授权的代表，包括审计师、顾问、咨询师和提供建议者）披露保密信息，前提为此种例外许可接收者与分包方签署条款与本合同实质相似的保密协议，或须遵守确保信息保密的专业行为准则（如适用）；

22.1.3 Not (i) use ABB Contractor Data for any other purposes than for providing the Services, or (ii) reproduce the ABB Contractor Data in whole or in part in any form except as may be required by the respective contractual documents, or (iii) disclose ABB Contractor Data to any third party, except to Permitted Additional Recipients or with the prior written consent of ABB Contractor;

不应(i)为非提供服务之目的使用 ABB 承包方数据；或(ii)以任何形式全部或部分复制 ABB 承包方数据，除非该等复制是履行相关合同文件所需的；(iii) 向任何第三方披露 ABB 承包方数据，向例外许可接收方披露和 ABB 承包方事先书面同意除外；

22.1.4 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 providing the Services;

自担费用为与提供服务有关的所有电脑和软件安装和更新所需的足够的病毒防护软件和操作系统安全补丁；

22.1.5 Inform ABB Contractor without delay about suspicion of breaches of data security or other serious incidents or irregularities regarding any ABB Contractor Data.

将对于违反数据安全的怀疑或其他严重事件或任何和 ABB 承包方数据有关的不寻常事件毫无延迟地通知 ABB 承包方。

22.2 Subcontractor agrees that ABB Contractor shall be allowed to provide any information received from Subcontractor to any Affiliate of ABB Contractor. Subcontractor shall obtain in advance all necessary approval or consent for ABB Contractor to provide such information to ABB Contractor's Affiliates if such information is confidential for any reason or subject to applicable data protection or privacy laws and regulations.

分包方同意 ABB 承包方可以向 ABB 承包方的任何关联公司提供来自于分包方的任何信息。如果此种信息出于任何原因是保密的或须遵守适用的数据保护或隐私法律及法规的，对于 ABB 承包方向 ABB 承包方的关联公司提供此种信息，分包方应事先获得所必要的批准或同意。

22.3 In case the type of ABB Contractor Data affected is particularly sensitive and therefore, according to ABB Contractor's opinion, requires a separate confidentiality and non-disclosure agreement,

Subcontractor agrees to enter into such agreement. The same applies with regard to data privacy topics which are not covered by this Clause 22 and which may require a separate data processing agreement according to applicable laws and regulations.

如果受影响的 ABB 承包方数据特别敏感，须根据 ABB 承包方的意见另行签订保密和不披露协议，分包方同意签署此协议。此情况同样适用于未被第 22 条涵盖但根据适用的法律法规另行签订数据处理协议的数据隐私主题。

22.4 The obligations under this Clause 22 exist for an indefinite period of time and therefore shall survive the expiration or termination of the Subcontract for any reason.

无论分包合同因何种原因到期或终止，第 22 条的义务应存续并在分包合同到期或终止后一直有效。

23. SEVERABILITY

可分割性

The invalidity or unenforceability of any term or of any right arising pursuant to the Subcontract shall not adversely affect the validity or enforceability of the remaining terms and rights. The respective terms or rights arising pursuant to the Subcontract 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.

分包合同项下的任何条款或权利无效或不可实施不应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被删除条款效力，分包合同中的相关条款或权利应给予效力，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。

24. SURVIVAL

续效性

24.1 Provisions of the ABB GTC/Engineering Services which either are expressed to survive the termination of the Subcontract 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/工程设计服务》中明确表示在分包合同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。

24.2 The obligations set forth in Clauses 11 (Warranty), 14 (Liability and Indemnity) and 22 (Confidentiality, Data Security, Data Protection) shall survive expiration and termination of the Subcontract.

第 11 条（质保）、第 14 条（责任和赔偿）和第 22 条（保密、数据安全、数据保护）规定的义务应在分包合同到期和终止后继续生效。

25. ENTIRETY

完整性

The Subcontract constitutes the entire agreement and understanding between the Parties and replaces any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.

本分包合同构成了双方之间的完整协议和谅解，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。

26. RELATIONSHIP OF PARTIES

双方关系

The relationship of the Parties is that of independent parties dealing at arm's length and nothing in this Subcontract shall be construed to constitute any kind of an agency or partnership with ABB Contractor or Client, and Subcontractor is not authorised to represent ABB Contractor or Client.

双方之间是独立的公平交易方，双方之间的分包合同不得解释为与 ABB 承包方或客户有任何代理关系或合伙关系，并且分包方并未得到有权代表 ABB 承包方或客户的授权。

27. 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 Subcontract.

双方应采取合理的所有进一步措施和行动来实现分包合同项下所赋予的权利和预期的交易。