

OBJECT**目的**

1. The present document establishes the general purchasing conditions (hereinafter the "GPC") which govern the supply of all type of goods, equipment and materials (hereinafter the "Goods") and/or the provision of all type of services (hereinafter the "Services") by suppliers (hereinafter the "Supplier") to Gamesa Corporación Tecnológica S.A. and/or any company under its control, either directly or indirectly (hereinafter, the "Buyer").

本文规定了供应方（“供应方”）在向歌美飒技术集团有限公司和/或其直接或间接控制下的公司（“买方”）提供各种货物、设备和原材料（“货物”）和/或提供各种服务（“服务”）所适用的购买通用条款（“通用条款”）。

2. Unless otherwise stipulated in any order issued by the Buyer, the scope and price of the supply of Goods or provision of Services is understood as including: (i) the loading and unloading, receipt of materials, packaging and labelling, storage and loading of the finished Goods on any means of transport; (ii) documentation, additional services, labour (including performance, construction and assembly) and/or equipment (including software and hardware, tools, patterns, models, moulds, calibres and spares) necessary for the performance of the order.

除非买方在任何出具的订单中另行规定，供应货物或提供服务的范围和价格应理解包括如下：（1）在任何方式的运输时对各种原材料的装卸和接收，以及对最终货物的包装、贴标签、储存和装货；（2）履行订单必需的文件、额外服务、劳动（包括履行、建造和组装）和/或设备（包括软件和硬件、工具、样式、模型、模具、口怪和配件）。

CONTRACTUAL DOCUMENTATION**合同性文件**

3. The relationship between the Buyer and the Supplier shall be governed by the following contractual documentation (hereinafter the "Contract"): (a) the purchase order issued by the Buyer (hereinafter the "Order") and, if applicable, the Delivery Schedule (as defined below); (b) the present GPC; and (c) the offer and acceptance of the Order by the Supplier, including the technical specifications of the Goods and/or Services.

买方和供应方之间的关系由以下合同性文件（“合同”）规范：（a）买方签发的购买订单（“订单”）以及交付时间表（定义见下文）（如适用）；（b）本通用条款；及（c）供应方对订单的要约和承诺，包括货物和/或服务的技术规格。

4. In case of contradiction between the contractual documentation: (i) the Order shall prevail over the GPC and the offer and acceptance of an Order by the Supplier; (ii) the GPC shall prevail over the offer and acceptance of an Order by the Supplier.

如果合同性文件有不一致之处，则：（i）订单的效力优于通用条款和供应方对订单的要约和承诺；（ii）通用条款的效力优于供应方对订单的要约和承诺。

5. Any derogation or modification to the Order or to the present GPC shall be agreed in writing by the Buyer and the Supplier. Such modifications shall prevail, in relation to the supply or service in question only, over the remaining terms of the Contract.

对订单或本通用条款的任何减损或修改都应由买方和供应方书面同意。仅对涉及到的供货或服务，该等修改的效力优于合同的其它条款。

ORDERS AND DELIVERY SCHEDULES**订单和交付时间表**

6. The Buyer shall not be bound by any Order unless the Order is duly signed by an authorised signatory.

除非经其授权签字人的适当签署，买方不受制于任何订单。

7. The acceptance of an Order by the Supplier implies the acceptance of these GPC which shall be deemed incorporated in each Order irrespective of whether they are expressly referred to in the same or not.

供应方对订单的接受意味着其对本通用条款的接受，本通用条款应视为包含在每一订单内，无论订单中是否明确提及。

8. Any commencement of the execution of an Order without express acceptance in time shall imply the outright acceptance by the Supplier of all that stipulated in the same.

供应方没有按时明示接受，但开始执行订单则视为其对该订单的完全接受。

9. In the event of any doubt with regards to the interpretation of the contents of an Order, the Supplier shall act in accordance with the indications and instructions of the Buyer.

如对某订单内容的解释有异议时，供应方应根据买方的指示和指令行事。

10. Upon acceptance of an Order: (i) all terms, conditions and specifications included in or attached to the Supplier's offer which are not expressly referred to in the Order shall be considered void, as shall any correspondence related to the same. The mere mention of the offer in the Order or in any attached documents shall not modify this clause; (ii) these GPC shall prevail over the Supplier's General Conditions of Sale, if any.

接受一个订单后：（i）所有未在订单中明确提及的供应方要约中所包括的或作为要约附件的条款、条件和规格应视为无效，任何与此有关的通信亦视为无效。在订单中或在任何附属文件中对要约的单提提及不得更改本条的规定；（ii）本通用条款的效力应优于供应方的销售通用条件（如有）。

11. The Supplier is obliged to render the services which are the object of each Order under the terms and conditions indicated in the same and in the GPC. The aforementioned terms and conditions must be applied throughout the entire duration of the Order.

供应方应依据订单和通用条款的条款和条件提供订单项下服务。前述的条款和条件在订单整个履行期内都适用。

12. The Orders may be of an open nature in which case they shall not refer to fixed quantities or amounts of Goods and/or Services. The contracted amounts and delivery dates shall be specified by the Buyer through the issue to the Supplier of delivery schedules (individually referred to as "Delivery Schedule"). Each Delivery Schedule shall refer to an Order number and the amounts of Goods and/or Services subject to a fixed order shall carry the reference "Fixed". The Supplier shall have a maximum of two (2) working days to accept in writing the Purchase Document, either Purchase Order or each Delivery Schedule. The Delivery Schedule shall be deemed accepted if the Supplier does not notify the Buyer of its rejection within the established time period and the Supplier shall therefore be obliged to supply the requested amount of Goods and/or Services within the required delivery period. In Orders of an open nature, changes to prices shall be made by issuing a revised Order which shall be deemed accepted when the first Delivery Schedule is delivered.

订单可以具有开放性，他们不应提及固定数量的货物和/或服务。合同数量和交付日期应由委托人在发给供应方的交付时间表（每一个单独都为“交付时间表”）中指明。每一交付时间表应对应一份订单，一份确定的订单项下的货物和/或服务的数量应指明是“已确定的”。供应方应在不超过两（2）个工作日内书面接受采购文件-采购订单或每一交付时间表。如果供应方在规定时间内未向买方通知其拒绝接受，则交付时间表应视为已被接受，供应方应在要求的交付期限内提供所要求的数量的货物和/或服务。对于开放性的订单，对其价格的修改应发出修正订单，修正订单在第一份交付时间表递交后视为被接受。

PRICES AND FORM OF PAYMENT**价格和支付方式**

13. The prices reflected in the Order shall be fixed, firm and definitive and are not subject to revision. The price shall be understood as including all items which make up, or which may make up, the cost of the Goods or Services the subject of the Order including, but not limited to, wages, insurance, consumable goods, transport, packing and labeling, accessories, devices, cranes and other necessary tools, any type of expenses, payments for intellectual property, costs deriving from inspections, tests and other certificates specified in the Order, exchange rates, tax, duties and all kinds of charges.

订单中的价格应是确定的、严格的和最终的，不得进行修改。价格应视为是包括构成或可能构成订单标的货物或服务成本的所有项目，包括但不限于：工资、保险、易耗品、运输、包装和标签、零件、设备、起重机和其它必要的工具、各种开支、知识产权费用、订单中规定的检查、测试和其它认证成本、汇率、税费和各种收费。

14. The Supplier shall invoice the delivered Goods and/or Services in each period on the fifteenth day and on the last day of each month or the next working day whenever these fall on a holiday. The invoices shall include all the legally established requirements and shall specify the relevant Order and the numbers of the delivery notes of the Goods.

供应方应在每个月的第十五日和最后一日或在当该日为节假日时的下一日开出每一期间交付的货物和/或服务的发票。发票应具备法律规定的所有条件，应指明相关订单及货物的提货单号码。

15. Unless otherwise specified in the Order, payment shall be made within 90 days, calculated from the date of receipt of the Goods or the date of the provision of the Service (in the understanding that such receipt or provision shall take place once its conformity has been verified in accordance with the terms of the Contract and the Supplier has issued the corresponding invoice). All payments shall comply, in any event, with the default payment in commercial transactions legislation in force at all times. The effective invoice payment date shall be the first payment date specified in Gamesa's administrative process calendar, after the due date of the invoice. Such calendar shall establish at least one payment date per month.

除订单中另有约定外，付款期为收到货物或提供服务之日起 90 天内（此处收到或提供应指提供的货物或服务已经验证符合合同约定且供应方已提供相应发票）。所有付款无论如何应遵守当时有效的商业交易法律关于付款的要求。有效的发票付款日期应为歌美飒管理程序日历中规定的发票到期日后的第一个付款日期。上述日历中应规定每月至少有一个付款日。

16. No invoices shall be processed for Goods and/or Services which do not comply with the requirements indicated in the Contract or if the date thereof is previous to the date of its corresponding delivery note. The Buyer shall be entitled to withhold payment if the Goods and/or Services delivered do not comply with the requirements under this Contract and to deduct from any payment due to the Supplier any of the penalties for late delivery applicable in accordance with these GPC.

对不符合合同要求的货物和/或服务的发票或其开出日期是在其对应交付日之前的发票将不予支付。买方对于不符合合同要求的货物和/或服务有权拒付价款，并有权从应付支付给供应方的价款中扣除根据本通用条款做出的迟延交付罚金。

17. If the Supplier changes Tax Registration Code, whenever possible, must forewarn the Buyer 45 days' notice, in order to let the Buyer modify existing orders and reissue them with the new Tax Registration Code. Buyer will only accept invoices with the new Tax Registration Code once the order has been issued again with this new Code.

17. 如果供应商更改注册税号，若情况允许，必须提前 45 日天通知买方，以便买方能根据新的注册税号修改和补发现有的订单。一旦以新注册税号补发订单，买方将只接受新注册税号的发票。

DELIVERY DATE AND/OR PROVISION OF SERVICES PERIODS**交付日期和/或服务期间条款**

18. The delivery dates specified in any Order and/or Delivery Schedule shall be of the essence. The Supplier expressly undertakes to define/agree a production plan for delivery of the Goods and/or Services, with the quality levels and within the delivery periods specified in the Contract.

在任何订单中和/或交付时间表中规定的交付日期具有重要意义。供应方明确承诺为货物和/或服务的交付制定/认可一个生产计划，合同中应规定生产计划的质量水平和交付期限。

19. Delivery of Goods shall take place at the moment the inspection sheet is signed by the Buyer's designated employee and delivery of the Services shall take place at the moment the acceptance sheet is signed by the Buyer's designated employee. No inspection, test, delay or failure to inspect or test or failure to discover any defect or non-conformance shall relieve the Supplier of any of its obligations.

在买方指定雇员签署检查表时交付货物，在买方指定雇员签署接收表时提供服务。未实施检查、测试，迟延实施检查或测试，或未能发现任何缺陷或不符合要求不得免除供应方任何义务。

Notwithstanding the right of termination of the Order and / or Scheduling Agreement whenever the Supplier, for reasons not attributable to a force majeure event, does not meet the established delivery date, the Buyer shall be entitled, in addition to the delivery of the product/service, to receive liquidated damages at the rate of 0.5% (zero point percent) of the value of the delayed Goods and/or Services for each natural day of delay up to a maximum of 15% of such value. If delay in delivery is such that the Buyer is entitled to maximum penalty and if the Goods and/or Services are still not delivered, the Buyer may terminate the Contract in whole or in part. In any case, the Buyer reserves the right to claim damages suffered as a result of the delay of the Supplier independently of the penalty described above 如因不可抗力以外因素供应方未能满足安排的交付日，除有权终止订单和/或发货计划外，每迟延一天，买方有权按迟延货物和/或服务的价值的百分之 0.5 (0.5%) 获得违约金，但延迟违约金总额不超过延迟货物和/或服务全部价值的 15%，该情况下供应方仍有义务交付货物和/或服务。如果迟延导致买方获得的延迟违约金达到货物和/或服务全部价值的 15%，但货物和/或服务仍未能交付，则买方可以终止全部或部分合同。

在任何情况下，除上述的违约金外买方有权要求赔偿其因供应商延迟而遭受的损失。

DELIVERIES

交付

Delivery to the Supplier of materials and components

向供应方交付原材料和部件

20. Whenever it is expressly covenanted that the Buyer is to provide materials and accessories necessary for the Supplier to execute the Contract (hereinafter the "Materials") all that set out in this section shall apply. The Supplier shall use the Materials exclusively for the performance of the Contract.

如果明确约定买方将向供应方提供履行合同必需的原材料和部件（“原材料”），则本部的规定应适用。供应方应只为履行合同使用原材料。

21. All Materials and accessories shall be the exclusive and permanent property of the Buyer. The Supplier shall carry out all actions necessary in order to safeguard the Buyer's title to the Materials, especially in the event of any bankruptcy procedures. The Buyer may request a notarial document declaring its freehold title to the said goods whenever this is deemed appropriate, and the Supplier undertakes to collaborate in every way necessary.

买方对所有的原材料和零件享有排他的和永久的所有权。供应方应采取一切必要行动以保证买方对原材料的所有权，尤其是在破产程序时。如需要，买方可以要求提供声明其对上述财物享有所有权的公证文件，供应方承诺采取一切必要措施予以合作。

22. The consumables necessary for carrying out the tasks contained in the Order shall be provided by the Supplier.

执行订单项下任务所必需的耗材由供应方提供。

23. If the Supplier requires Materials from the Buyer in order to deliver the Goods and/or Services, these must be requested sufficiently in advance to meet the programmed delivery dates.

如果供应方要求买方提供原材料以交付货物和/或服务，则其应适当提前提出要求以满足交付日期。

24. All materials or components delivered shall be accompanied by a delivery note which shall indicate the references delivered and their corresponding amounts. It is the Supplier's responsibility to (i) check the accuracy of the references and amounts indicated in the delivery note, since inventory differences cannot be blamed on documentation errors which were not detected at the moment of delivery; (ii) inspect the Materials and inform the Buyer forthwith of any defect or non-conformity discovered.

所有交付的原材料或部件都应附有标明所交付的物品目录和相应数量的交货单。供应方应：（1）检查交货单上物品目录和数量的准确性，之后不可以因在原材料或部件交付时未发现的文件错误而主张货物数量的差异；（2）检查原材料，并向买方立即通告所发现的任何缺陷或不符。

25. The Supplier must establish the controls necessary in order to maintain the custody of the Materials and communicate to the Buyer forthwith any loss or damages to the same. In particular, the Supplier shall store the Materials at its own cost, mark the same as the property of the Buyer and keep them separate from other materials or products.

供应方必须对买方所交付的原材料建立必要的监控制度以便保管，并在原材料发生任何损毁时，立即向买方报告。特别是，供应方应自担费用保管原材料，标明其为买方的财产，并与其它材料或产品分开保存。

26. The Supplier shall take out and maintain a fully comprehensive insurance policy (with an insurance company and under terms and conditions acceptable to the Buyer) for at least the full replacement value of the Materials in its possession. The Supplier shall (i) make timely payment, or ensure the payment of premiums, instalments and all other payments due under the insurance policy; (ii) comply with all terms and conditions of the insurance policy; (iii) not act or allow any act that could cause the total or partial cancellation or suspension of the insurance policy; (iv) provide the Buyer within one (1) month from delivery of the Goods with a certificate issued by the insurance company confirming the existence of the policy and that it is in force; and (v) provide the Buyer with copies of the insurance policy, any amendments made thereto and receipt of payment of the corresponding premium.

供应方应按照买方接受的条件和条款向买方接受的一家保险公司为处于其保管下的原材料投保综合险，保险金额不得低于其完全更换价值并保持该险。供应方应：（1）为保险按时付款，或确保保险金的支付、保单项下到期的分期款和所有其它款项的支付；（2）遵守保险单的所有条款和条件；（3）不做或允许发生任何会导致保单全部或部分被取消或中止的行为；（4）在货物交付后一（1）个月内向买方提供一份保险公司出具的确认保单存在并有效的证明；及（5）向买方提供保单的副本，对保单的任何修改或相关保险金的收据。

Delivery of Goods

货物交付

27. Unless otherwise specified in the Order, delivery shall be Delivery Duty Paid (DDP) as per the INCOTERMS in force on the date of the Order. Title shall pass to the Buyer upon delivery and risk shall pass to the Buyer at the time the Goods are formally accepted by the Buyer. Unless otherwise agreed between the Parties, partial deliveries shall not be accepted.

除非订单另有规定，交付应在订单日有效的《国际贸易术语解释通则》（INCOTERMS）的已完税交货（DDP）。所有权自交付时起转移给买方，在货物正式为买方接受后风险转移至买方。除非双方另有约定，不接受部分交付。

28. The Goods shall be packaged by the Supplier in such a manner that they may be handled, transported and stored without undergoing any deterioration in line with the requirements contained in the Order, in the Gamesa Supplier Quality Manual (the "GSQM") available on Gamesa web site (a copy of which has been provided to the Supplier and is hereby acknowledged and accepted and which the Supplier hereby acknowledges to fully understand) and any other packaging or labelling requirements defined in specifications issued to Supplier or imposed by the applicable legislation. Once packaged, the Goods shall be marked in a perfectly legible manner, according to the labeling Gamesa specification with clear indication of the Buyer's company name and the Order number. If requested by the Buyer, the Supplier shall remove the packaging after delivery of the Goods. The first samples/prototypes subject of an Order must be correctly identified with the FIRST PROTOTYPE LABEL.

供应方按照买方发出的订单和歌美飒官网提供的供应方质量手册（GSQM）（已经提供给供应方且供应方在此承认并接受该手册且供应方在此承认其完全理解该手册）和任何向供应方发出的规范或适用法律规定的其它包装或标签要求的标准包装所订购货物，使货物便于搬运、运输和储存而不会损坏。包装时应以非常清晰的方式按照歌美飒标签规范标注货物，标明买方公司的名称和买方的订货号。如果买方有要求，供应方应在交付货物后去除包装。订单项下的第一批样品/模型应贴上“第一模型标签”以便正确识别。

29. The Buyer may make justified changes to the amounts which appear in the delivery programmes, or order the temporary suspension of programmed deliveries, without this involving any modification of the price or of the other terms and conditions of the Contract.

买方可对安排的交付数量进行充分合理的修改，或暂时中止安排好的交付。该等修改不应导致价款的变更或合同任何其他条款和条件的变更。

30. The Supplier must immediately notify the Buyer of any incident which prevents the delivery of the amounts indicated in the programmes on the dates scheduled specifying the reason for delay and if possible the estimated delivery date. If the Supplier does not notify the Buyer, the Buyer shall be entitled to compensation for any additional costs incurred that could have been avoided if such notification had been made. The Supplier shall, at no extra cost to the Buyer, take all necessary actions (including overtime work, urgent freight etc.) to reduce the delay period to a minimum.

如发生阻碍在所安排的日程交付交货计划所规定的交货数量的事件，供应方必须立即通知买方，说明迟延的原因以及（在可能时）估计的交付日。如果供应方未通知买方，则买方有权获得因未能做出该等通知而造成的任何额外成本（如果做出通知则可避免这些成本）的赔偿。供应方应在不增加买方任何成本的前提下，采取所有必要行动（包括加班、紧急运输等）以最大限度减少迟延的期限。

31. The Supplier must provide, upon delivery of the Goods, a delivery note which has been correctly filled out and shows the order number, amount, reference of the Buyer, line on the Order or position to which the delivery makes reference, date and, where appropriate, any remarks and any other documentation referred to in the Order.

在交货时，供应方必须提供经如实填写并记载订单号、数量、买方参考号、订单明细或者交货时应参考的订单情况、日期以及任何备注和订单中涉及的任何其它文件（视情形而定）的交货单。

32. The Supplier undertakes to send a weekly situation report on the work in progress.

供应方承诺向买方提供工作进程的周报。

QUALITY

质量

33. The Supplier is responsible for the quality of the Goods and/or Services delivered to the Buyer, regardless of whether he manufactured or executed them himself or acquired them from a subcontractor.

供应方对交付给买方的货物和/或服务的质量负责，无论是其自己制造或完成的或从分包商处获取的。

34. The quality of the delivered Goods and/or Services must be in keeping with that set out in the documentation, drawings, specifications and regulations provided to the Supplier and referred to in the Order as well as with the provisions of the GSQM in force on the date of the Order. Any documentation or format is available through a web link. To obtain a username and password, the Supplier shall contact its relevant contact person within the Quality Department

供应方所交付的货物和/或服务的质量必须与买方向供应方提供的和在订单中规定的文件、图纸、说明和标准以及在订单日有效的供应方质量手册的规定相一致。任何文件或文档格式均可通过网络链接获得。为获得用户名和密码，供应方应联系其在质量部门的相关联系人。

35. In the supply of prototypes pending homologation to a production plant, the Supplier shall send to the Quality Controller of such plant all documents required for the homologation of the component (PPAP) pursuant to the GSQM issued by the Buyer, sufficiently ahead of the arrival of the prototype at the production plant. This is in the understanding that, in any event, the delivery of the aforementioned documentation is vital.

在向买方工厂提供未被认证的任何产品的模型时，供应方应当根据买方向供应方发出的质量手册的要求向该工厂的质量控制人员提供认证所需的全部文件，该文件应在产品模型到达工厂之前充分提前提供。应理解为，在任何情况下，前述文件的交付都是至关重要的。

36. In the supply of serial material, the Supplier shall provide all required documentation and quality certificates correctly filled out, in accordance with the GSQM issued by the Buyer and sufficiently ahead of the arrival of such material at the production plant, in order to prevent delays in the production process of the Buyer due to blockage of material. The certificates issued shall clearly indicate the Buyer's reference, drawings and specifications as well as their respective revisions.

在连续提供原材料时，根据买方向供应方发出的质量手册的要求，供应方向买方提供所有需要的文件以及正确填写的质量证明。为避免由于原材料的问题造成买方生产过程的延迟，这些文件应在原材料到达工厂之前充分提前提供。出具的证明应清楚地写明买方的参考号、图纸和规格及其各自的修改。

37. No technical modifications shall be made without prior consent from the Buyer.

未经买方事先书面同意，不得做出技术性修改。

38. In order to meet the aforementioned quality requirements, the Supplier must have a Quality Guarantee system which allows the product delivered to meet the specifications received from the Buyer. This system must be appropriately documented and drawn up in line with the directives of a recognised standard certified by an independent third party (ISO 9000 or similar), and must be applied to the component manufacturing process. The Supplier shall have a continuing obligation to promptly notify the Buyer of any violation or deviation from quality control system and to advise the Buyer of the quantity and specific identity of any Goods delivered to the Buyer during the period of such violation or deviation.

为达到上述质量要求，供应方必须拥有一个质量保证体系，该体系可确保交付的产品符合买方所提供的规格。这个体系必须根据一个独立第三方承认的标准（如 ISO9000 或与其类似的标准）的要求拟定，并必须适用于部件的生产过程。供应方有持续向买方立即通告任何违反或偏离质量控制系统的情况，并向买方告知在该等违反或偏离期间交付给买方的任何货物的质量和特别特性的义务。

39. In the event that the Supplier does not have a certified quality guarantee, the Supplier shall allow the temporary assessment of its quality control system by the personnel appointed by the Buyer. The Supplier undertakes to present a detailed programme for the obtaining of a certificate under the rule ISO 9000 or similar.

如果供应方没有一个合格的质量保证系统，供应方应允许买方指派人员临时性评估其质量控制系统。供应方承诺提交一个具体的计划以取得在 ISO 9000 或类似标准下的认证。

40. Any quality incident detected by the Buyer or its customers in the Goods supplied shall be communicated to the Supplier in writing for which purposes the Buyer and the Supplier agree that a communication via electronic mail shall be valid and admissible. Once the communication has been issued, the Supplier shall issue an immediate response to the non-conformity report or similar document sent by the Buyer within a period of fifteen (15) days. Should the Supplier not issue its response within such time period, the contents of the non-conformity report or similar document sent by the Buyer shall be deemed accepted by the Supplier.

如果买方及其客户发现所交付的原材料存在任何质量问题，应书面通知供应方。供应方应对买方发出的非一致报告或类似文件立即做出回应，并应迅速地通知买方问题产生的根本原因和其确定的以及采取的解决措施。

INSPECTIONS

检查

41. The Buyer reserves the right to carry out all inspections it deems appropriate in order to guarantee the quality of the Goods, the adequacy of the production systems, the processes, the status of the tools and equipment furnished to the Supplier, the fulfilment of the deliveries and the conditions established in the Contract. With respect to inspections of finished Goods, these shall not prevent a subsequent rejection by the Buyer or its customer.

买方有权进行其认为适当的检查，以确定产品的质量、生产系统是否适当、生产过程、供应方的设备和工具的状态、交货是否完全履行以及合同规定的条款的履行情况。对最终产品的检查并不排除买方或其客户在之后提出异议。

42. The Supplier undertakes to allow access to its premises by the Buyer's employees, to offer the help of its staff and to provide any documents requested by the Buyer in order to carry out its task.

供应方应允许买方指派的人员进入其营业场所，为了买方可以完成适当的检查，供应方承诺向买方提供人员上的协助并提供买方所要求的文件。

WARRANTIES

保证

43. The Supplier represents and warrants to the Buyer: (i) that the final Goods delivered are: (a) free from any design, workmanship, raw material or manufacture defects; (b) in line with the specifications, drawings, samples, quality, quantity and other descriptions specified in the Order and in any other information or instruction notified to the Supplier; (c) appropriate for the purpose to which they are destined; (d) new and of top quality; (e) compliant with national and international legislation in force and applicable at the time of delivery in particular in relation to security and environment; and/or (ii) the Service provided: (a) is in line with the specifications and any other requirements specified in the Order and in any other information or instruction notified to the Supplier; (b) has been correctly and diligently provided by trained and experienced personnel; and (c) it complies with national and international legislation in force. All declarations and warranties made by the Supplier in its brochures, catalogues, sales materials and quality systems shall be binding.

供应方向买方保证：（1）最终交付的货物是：（a）没有任何设计、工艺、原材料或制造上的缺陷；（b）与订单和向供应方提供的任何其它信息或指示中规定的说明、图纸、样品、质量、数量或其他描述一致；（c）符合其预期目的；（d）是高质量的新产品；（e）遵守在交付时有效适用的国内法和国际法，特别是在安全和环境方面；和/或（2）提供的服务：（a）与订单和向供应方提供的任何其它信息或指示中规定的说明和其它要求一致；（b）是由经过培训的和有经验的员工正确和勤勉的提供的；并且（c）遵守有效的国内法和国际法。供应方在其手册、目录、销售资料和质量体系中所做所有声明和保证都应具有约束力。

44. During a period of three (3) years from the time of delivery of the Goods and/or Service, the Supplier is responsible for putting right any defects or non-conformity of the Goods and/or Service, and any damage which may come about through their defective operation. Such period shall be extended to seven (7) years for defects related to the paint on the Good or Goods supplied.

在货物和/或服务交付后三（3）年内，供应方负责修复货物和/或服务的任何缺陷或不符合及其因不当操作导致的任何损害。对于与货物或提供的货物上的涂料有关的缺陷，该等修复期限应延长至七（7）年。

45. If any defects arise during the warranty period for which the Supplier is liable the Buyer may choose: (i) to rescind the Contract; (ii) to request the Supplier to repair or replace the defective Goods. The Buyer shall be entitled to withhold any payment due to the Supplier until the defective Goods have been repaired or replaced. If the Supplier does not remedy the defect with sufficient haste, the Buyer may correct the defect directly or through a third party and the Supplier shall be responsible for all costs related thereto; or (iii) to request the Supplier to provide the defective Service once more. The warranties and remedies provided for in this Clause 10 shall be in addition to the right of the Buyer to claim compensation for loss, damage and costs and to those rights implied by or available at law.

如果在供应方承担责任的保证期内发生任何缺陷，买方可以选择：（1）取消合同；（2）要求供应方修理或更换有缺陷的货物。在有缺陷的货物被修理或更换之前，买方有权扣留任何应付给供应方的款项。如果供应方未能及时修复缺陷，买方可以自己或通过第三方修复，供应方应承担由此产生的所有费用；或（3）要求供应方再次提供出现缺陷的服务。本第十条规定的保证和修复应为买方请求损害、损失和费用赔偿权及法律暗示的或可得的其他权利的补充。

BANK GUARANTEES

银行保函

46. Whenever the value of the Order exceeds 600,000 RMB, the Supplier shall, at the time of the first delivery of the Goods/Services, furnish the Buyer with a first-demand bank guarantee securing the correct execution of the Order and, in particular, the fulfilment of the warranties given by the Supplier, which must be issued by a first rank bank. Unless otherwise specified in the Order, the amount of the guarantee shall be 10% of the price of the Goods and/or Services and shall remain in force until at least the last day of the month following the expiry date of the warranty period. Unless the Order provides otherwise, the bank guarantee shall cover at least 10% of the value of the Order and shall mature thirty days after the expiry of the aforementioned warranties.

如果买方的订单价值超过 600,000 元人民币，则供应方应在第一次提供货物/服务时向买方提供保证其正确执行订单和（特别是）供应方所做保证的见索即付的银行保函。该银行保函必须由一流银行发出。除非订单有其他规定，银行保函的金额应是货物和/或服务价格的 10%，并且效力至少至质量保证到期日后一个月的最后一天。

ORGANISATION

组织

47. The Supplier shall fully exercise the tasks of management and organisation over the staff assigned to the execution of the Contract.

供应方应对委派履行合同的员工行使全面的管理和组织。

48. The Supplier, who declares to be up to date with its tax and employment and pensions obligations, assumes to be obliged to abide by the applicable legislation, especially with regard to any statutory registration of its workers, the payment of workers' wages, pensions and insurance. Likewise, the Supplier shall, upon request by the Buyer, make available those documents which evidence the employment situation of the workers and the fulfilment of all employment obligations with regards to insurance payments, and shall provide, in the shortest period of time possible, the corresponding evidence issued by the insurance company or by governmental authorities.

供应方声明其履行了现行法规定的纳税、雇佣和养老金义务，并承诺遵守适用的法律，尤其是关于职工的法定登记、支付工资、养老金和保险的法律。同样地，在买方的要求下，供应方向买方提供证明工人的雇佣状况和已经履行了支付保险金的雇佣义务的文件，并在尽可能短的时间内，提供由保险公司或政府部门出具的相关证明。

49. The Buyer may supervise the compliance of the aforementioned issues, without the said supervision releasing the Supplier from its exclusive liability.

买方可以对上述事项的遵守情况进行监督，但该等监督并不免除供应方对之单独承担全部责任。

50. The Supplier shall keep the Buyer indemnified with respect to any claims, costs, loss, necessary costs (including legal fees) or liability, including VAT if applicable, resulting as a consequence of the breach of the legal and/or contractual obligations of the Supplier with its employees, agents, collaborators, suppliers or subcontractors.

供应方应确保买方免受供应方因违反其与其职工、代理人、合作者、供应商或分包商的法律和/或合同义务所产生的任何索赔、费用、损失、必要的开支（包括律师费）或债务，包括增值税（如适用），并就此对买方予以完全赔偿。

51. The Supplier shall continuously act in the execution of the Order as an independent corporation or entrepreneur and not as an agent or representative of the Buyer. In no event an employment relationship shall be deemed to exist between the Buyer and the Supplier's staff.

在订单履行过程中，供应方应始终以独立公司或企业的身份，而不是以买方的代理人或代表身份行事。无论何种情况下，都不应认为在买方和供应方的员工之间存在雇佣关系。

52. The Supplier only shall be held liable for any damages and losses resulting from acts or omissions of any kind of the Supplier, its agents, employees, subcontractors and counter-parties, keeping the Buyer fully indemnified with respect to any claims, costs, loss, necessary costs (including legal fees) or liability, including VAT if applicable, resulting as a consequence of any act or omission of the same.

只有供应方才应对其自身以及其代理人、员工、分包商或订约方的行为或疏忽造成的任何损害或损失负责，其应确保买方免受因此产生的索赔、费用、损失、必要的开支（包括律师费）或债务，包括增值税（如适用），并就此对买方予以完全赔偿。

INSURANCE

保险

53. Each party shall take out and maintain the insurance policies required pursuant to the applicable legislation and good practice, as well as those required pursuant to the Contract.

任何一方当事人应按照适用法规、良好惯例以及合同的特别要求办理并维持保险。

54. In any event, the Supplier shall be sufficiently insured against the damages resulting from its activities and products. The minimum coverage of such insurance shall be 6,000,000 RMB, unless otherwise agreed.

无论如何，供应方需对其行为和其产品产生的损害充分投保。除非另有协议，否则，最低保险额为 6,000,000 元人民币。

55. At the Buyer's request, the Supplier shall provide copies of the insurance policies and the receipt of payment of the corresponding premium. Until the execution of the Order has been completed, the insurance policies cannot be modified or cancelled without the prior written authorization of the Buyer.

买方可以要求供应方提供保单以及相应保险金支付收据的复印件。在订单履行期间，未经买方事先书面同意不得修改或取消保单。

PERSONAL DATA PROTECTION

个人信息保护

56. Both Parties undertake to keep confidential all information to which they have access by virtue of the Contract, to disclose it only to authorised personnel. In particular, the Parties undertake not to use personal data disclosed by the other party or to which they have had access for a different purpose to that contained in the Contract nor to disclose it to third parties. Notwithstanding this provision, the Supplier hereby grants its express and unequivocal consent to the transfer of its personal data to other legal entities that belong to the same group as the Buyer, as detailed in the Web site of the Buyer, www.gamesa.es, as well as the international transfer of its personal data to legal entities within the Buyer's group that may not grant a protection level equivalent to that established in applicable legislation, insofar as it may be deemed necessary, in order to manage adequately the relationship between the Buyer and the Supplier. Likewise, the parties undertake to safeguard the personal data to which they have had access as a result of their relationship and to avoid their alteration, loss, processing or unauthorised access.

双方承诺，对基于合同所取得的所有信息保密，且只向经授权的员工披露该信息。双方特别承诺，不会为合同以外的目的使用另一方披露的或其已拥有获取途径的个人信息，亦不会向第三方披露该等信息。尽管有此规定，供应方特此明确同意，为恰当地处理买方与供应方之间的关系，在其认为必要的范围内，向与买方属于同一集团的其它法律实体传递其个人信息（详见买方的网站 www.gamesa.es），并向买方集团内部的法律实体跨国传递其个人信息，且该等法律实体可能无法给予该等信息相当于适用法律规定水准的保护。

57. Likewise, the parties undertake to safeguard the personal data to which they have had access as a result of their relationship and to avoid their alteration, loss, processing or unauthorised access.

同样地，双方承诺保证其基于之间关系取得的私人信息的安全，避免信息的更改、遗失、处或非授权取得。

58. When the contractual relationship concludes, both parties undertake to return to the other party all personal data processed, and to destroy any copies of the same which they possess.

合同关系终止时，双方承诺交还另一方的所有私人信息，并将其保有的这些信息的所有复本销毁。

CONFIDENTIALITY

保密

59. Any technical, economic or commercial information regarding the Buyer, the companies within the Gamesa Corporación Tecnológica S.A. group, their customers or products, which may become known to the Supplier as a consequence of the Contract, including the terms of the same, are of a confidential nature. The Supplier undertakes not to disclose any confidential information to third parties or to use the same, directly or indirectly, for any purposes other than those envisaged in the Contract.

供应方因合同(包括其条款)而获悉的有关买方、歌美飒技术集团公司下的各公司以及他们用户和产品的所有技术、经济或商业信息都应作为保密信息。供应方承诺不将该等保密信息披露给第三方，或者直接或间接地将其用于合同之外的目的。

60. The transfer of confidential information by the Supplier to its employees should only be carried out when strictly necessary in order to fulfil the purposes of the Contract, with the Supplier guaranteeing in all cases that its employees shall comply with the obligation regarding confidentiality as contained in the foregoing paragraph.

只有当为实现合同目的而非有必要时，供应方才能将保密信息披露给其员工。供应方陈述和保证其员工将遵守上段规定的保密义务。

61. At the termination of the Contract, the Supplier shall, upon written request from the Buyer, hand over all of the documents generated, and shall not keep a partial or total copy of the same

在合同终止时，在买方的书面要求下，供应方应移交所有产生的文件，并不得保留全部或部分复印件。

62. The present Clause shall remain valid for a period of five years subsequent to the conclusion or termination of the Contract.

合同期满或终止后的 5 年内，本条仍然有效。

63. At the Buyer's request, the Supplier shall provide him with technical information on the goods and equipment, including (but not limited to) construction drawings of the manufacture equipment or tools and their technical specifications for their assessment and approval by the Buyer. The above shall be negotiated on a case-by-case basis whenever the information requested contains industrial secrets or core know-how of the Supplier. The Buyer shall keep the information supplied confidential in line with the provisions of this clause.

应买方的要求，供应方需向买方提交关于货物和设备的技术信息供买方评价和审批，包括但不限于生产设备或工具的建设图纸及其技术规格。当需要的信息包含供应方的工业秘密或核心专有技术时，奉行一事一议的原则。买方根据本条款对供应方提交的信息保密。

PROPRIETARY RIGHTS

所有权

64. All technologies, processes, methods, formulae, designs, specifications, patents, brands, service brands, copyrights, design rights, inventions, industrial secrets, know-how, information involving intellectual and industrial property and any other confidential information (including, but not limited to, any improvements or alterations and work deriving from the same) (hereinafter, "Intellectual and Industrial Property"), whether delivered by the Buyer to the Supplier to enable the fulfilment by the latter of the Order, or whether developed by the Supplier by virtue of the Order, shall maintain at all times their confidential information nature and shall remain the exclusive property of the Buyer.

所有与知识产权有关的技术、工艺、方法、公式、设计、规格、专利、商标、服务品牌、著作权、设计权利、发明、工业秘密、技术秘密、信息，以及其他保密信息（包括但不限于任何改进或改造以及因之产生的作品）（“知识产权”）始终属于保密信息的性质且一直是买方独自所拥有的财产，不论其是为使供应方能够履行订单而由买方提供给供应方的，或是由供应方凭借订单而开发的。

65. In light of the above, the Supplier expressly recognises and accepts that it shall not use the Intellectual and Industrial Property nor any other confidential information received and/or developed by virtue of the execution of the Order for any other purpose than the strict fulfilment of the same. In particular, the Supplier expressly recognises and accepts that it shall not use the Intellectual and Industrial Property to supply any Goods and/or Services to third parties without the previous written consent of the Buyer and that, should this occur, such supply shall be considered a behaviour objectively contrary to commercial good faith demands, an improper advantage of third party's effort and a flagrant violation of industrial/commercial secrets, as established in applicable laws, regulations, rules and provisions of the People's Republic of China, especially in article 10 of the Anti-Unfair Competition Law (effective from September 2, 1993). The warranties and remedies provided in such legislation shall be without prejudice to any other legal rights which may correspond to the Buyer in law.

鉴于上述，供应方在此明确表示承认和接受，其不会将知识产权或任何接收到和/或凭借订单开发的其他保密信息用于除严格履行订单之外的其他目的。供应方在此明确表示承认和接受，未经买方的事先书面同意，其尤其不会将知识产权用于向第三方提供任何货物和/或服务；若有违反，该行为应被视为违背诚实信用要求，对他人成果的不适当利用且恶意侵犯受中华人民共和国相关法律、法规、条例及规定，尤其是《反不正当竞争法》（1993 年 9 月 2 日实施）第十条保护的商业秘密。前述立法所规定的保证及救济并不影响买方合法享有的其他法律权利。

66. The Supplier shall indemnify and hold harmless the Buyer against all damages, expenses, loss or other financial obligations or claims brought by any person arising directly or indirectly from i) the alleged infringement by the Supplier of patent, trademark, copyright or other intellectual property rights of third parties in respect of the manufacture and supply of the Goods, ii) property damage, personal injury or any pecuniary losses sustained by any person arising out of any of the acts, omissions or negligence or fault of Supplier, his agents or employees.

供应方应赔偿买方因下述原因直接或间接导致的损害、费用、损失或其他财务负担或第三方提起的索赔：i) 供应方因生产和供应货物而侵犯第三方专利、商标、版权或其他知识产权；ii) 由供应方或其代理或雇员的任何行为、疏忽、过失或过错导致的任何人遭受的财产损害、人身伤害或任何金钱损失。

ASSIGNMENT AND/OR SUBCONTRACTING

转让和/或分包

67. The Supplier shall not assign, transfer, substitute or subcontract to third parties any of its rights and/or obligations under this Contract without the prior written consent of the Buyer (in particular, the ordinary credit rights deriving from its invoices to the Buyer). The responsibilities of the Supplier in relation to the Contract shall remain the same, whether it has been executed by the Supplier or by an authorised subcontractor.

没有买方的事先书面同意，供应方不得将合同下其的任何权利和/或义务分派、转让、替换或分包给第三方。特别是，供应方不得在未得到买方事前书面同意的情况下将其基于发票取得的针对买方的普通债权转让给第三方。供应方的与合同有关的责任应保持不变的，无论合同由供应方执行还是由被授权的分包商执行。

68. The Buyer is hereby expressly authorised by the Supplier in order to assign to any company of its group all or part of its rights and obligations in a Contract.

供应方在此明确授权买方向其集团的任何公司转让其在合同下的所有或部分权利和义务。

FORCE MAJEURE

不可抗力

69. Any circumstance which is unforeseeable or which, being foreseeable, is unavoidable, and which hinders extraordinarily or impedes any of the parties to fulfil its obligations shall be deemed a force majeure event.

任何不可预见、或虽可预见但不可避免或不正常干扰或阻止任何一方履行其义务的情形都将被视为不可抗力事件。

70. For these purposes, the following shall not be considered force majeure events: strikes, production stops and labour conflicts which exclusively affect the employees or the personnel engaged by the Supplier, the lack of means of transport or materials, delays attributable to subcontractors, or those circumstances which the Supplier does not convey to the Buyer within the five days following their commencement, together with a description of the same and their estimated duration as well as the measures adopted or that may be adopted in order to resolve or to minimise as much as possible the adverse consequences arising from the force majeure event.

为此目的，以下情形不应被视为不可抗力事件：只对供应方的员工或雇佣人员产生影响的罢工、生产中断和劳动纠纷，缺乏运输工具或材料，分包商引起的延迟，或者那些供应方在其发生后 5 天内没有通知买方的事件，且通知中应包括了对于事件的描述、预期持续时间，以及为解决或尽可能地减少不可抗力的负面影响而采取的可能采取的措施。

71. Whenever a force majeure event occurs, the timing for the execution of the Order shall be extended for a period equivalent to the duration of the force majeure event. If the force majeure event extends over 120 days, or regarding the circumstances, it is obvious that it will extend over 120 days, the part not affected by such event shall be entitled to terminate the Contract by notifying the other party.

发生不可抗力事件时，订单的执行时间应相应延长，其延长期限为不可抗力的持续时间。如不可抗力事件持续超过 120 天，或根据当时情况判断明显其将持续超过 120 天，未受不可抗力事件影响的一方有权通知另一方终止合同。

NULLITY

无效

72. Whenever any of the provisions of the Contract or of these GPC are declared invalid, void or unenforceable either totally or partially, such invalidity, nullity or unenforceability shall not extend to the remaining provisions agreed upon, which shall remain valid.

无论何时合同或本通用条款的任何条款全部或部分被宣布为无效或不可强制执行，该等无效或不可强制执行部分不影响合同其他约定条款的效力。

73. The parties agree to replace any clause which is declared invalid, void or unenforceable with another valid clause which is as similar as possible to the original in terms of purpose.

双方同意根据合同目的用与原条款最近似的有效条款取代被宣告无效或不可强制执行的条款。

DURATION AND TERMINATION

期限和终止

74. These GPC shall take effect at the moment they are signed and shall remain valid for the duration of the commercial relationship between the Buyer and the Supplier.

本通用条款自签署之日起生效，在供应方和买方之间商务关系存续期间持续有效

75. The Buyer or the Supplier may totally or partially cancel the Contract, without incurring any cost, by providing written communication to the defaulting party, in any of the following cases: (i) material breach by the defaulting party of any of the clauses contained in the Contract; (ii) whenever the defaulting party becomes unincorporated or is declared bankrupt, insolvent or in receivership; (iii) any legal situation which limits the capacity of the defaulting party to manage or dispose of its assets and which negatively affects the compliance with the obligations under the Contract (among others: being unable to pay its debts, passing a resolution for its winding up or a court of competent jurisdiction making an order for the party to be wound up or dissolved, the appointment of an administrator of or, the making of an administration order or the appointment of a receiver or an administrator receiver).

在下列情形下，买方或供应方可以向违约方提交书面通知全部或部分取消合同而不承担任何费用：（1）违约方严重违反合同中的任何条款；（2）违约方被解散或被宣告破产、资不抵债或被破产接管；（3）任何限制违约方管理或处置其资产并妨碍其遵守合同义务的法律情况发生（包括但不限于：不能支付债务、通过清算决

议或有管辖权的法院做出其清算或解散的命令或指定管理人，做出行政指令或指定接管人或行政接管人）。

76. The Buyer may totally or partially cancel the Contract, without incurring any cost, by providing written communication to the Supplier, in any of the following cases (i) whenever, in the opinion of the Buyer, the delays in the manufacturing, assembly or execution processes could jeopardise the scheduled delivery times and/or the quality levels specified in the Contract were not achieved; (ii) in the event of a "Change of Control" of the Supplier. For the purposes of this Clause "Change of Control" means the likelihood of one or more persons acting together taking the control of the Supplier so that, in the reasonable opinion of the Buyer, its interests are adversely affected. Such "Change of Control" shall also take place upon the acquisition by a single legal entity or natural person of fifty percent (50%) or more of the outstanding securities of a party entitled to vote for the board of directors of the Supplier.

在下列情形下，买方向供应方提交书面通知全部或部分取消合同而不承担任何费用：（1）无论何时买方认为制造、组装或实施过程会损害预定的交付项目和/或合同规定的质量水平未能达到；（2）发生供应方的“控制改变”。在本条中，“控制改变”指一个或数个人共同控制供应方的可能，由此买方有理由认为其的利益会 受到不利影响。该等“控制改变”也应发生于单个法律实体或自然人收购有投票权 选举供应方董事会的一方当事人 50%或以上的股份。

APPLICABLE LAW AND JURISDICTION

适用法律和管辖

77. This Agreement will be governed by the laws of:

(i) the People's Republic of China (hereinafter "PRC"), in accordance with which any interpretation shall be made if the Parties are both legal entities created under and governed by the laws of the PRC or,

(ii) Spain, if one of the Parties is not a legal entity created under and governed by the laws of the PRC.

本协议受以下法律管辖：（i）如本协议双方均依据中华人民共和国法律设立并受其管辖，则本协议适用中华人民共和国法律并依据该法律进行解释，或者（ii）如本协议有一方当事人并非依据中华人民共和国法律设立并受其管辖，则本协议适用西班牙法律。

This Agreement is made in Chinese/English. In case of any discrepancy between the English and Chinese versions English version shall prevail. All the commercial and technical correspondences and documents in connection with the performance of this Agreement shall be in the English.

本协议以中英文写成。如中英文有任何不一致，应以英文为准。与履行本协议有关的所有商业和技术往来信函和文件均为英文书写。

78. If any disputes arise between the Parties relating to or in connection with this Agreement, the Parties shall attempt at first instance to resolve such disputes through friendly discussion. If the disputes cannot be resolved in this manner to the satisfaction of the Parties within forty-five (45) days after the date that any Party has notified the other Party in writing of such disputes, the Parties shall submit the disputes to:

如果签约方因本协议发生争议，应首先通过友好协商解决。如果该等争议在一方书面通知另一方该等争议之日起 45 日内无法以令签约方满意的方式解决，签约方应将 该争议提交：

Arbitration by the China International Economic and Trade Arbitration Commission (CIETAC), if the Parties are both legal entities created under and governed by the laws of the PRC. The Tribunal will be composed of three arbitrators. The arbitration will be conducted in Beijing in accordance with CIETAC arbitration rules and the rendered award is final and binding on both Parties. The costs of arbitration will be borne by the losing Party, unless otherwise determined by the arbitration award. During the process of arbitration, except the section over which the dispute arises between the Parties, this Agreement will be performed continuously.

如本协议双方均依据中华人民共和国法律设立并受其管辖，则应提交中国国际经济贸易仲裁委员会（CIETAC）仲裁。仲裁庭由三名仲裁员组成。仲裁按中国国际经济贸易仲裁委员会仲裁规则在北京进行。仲裁裁决是终局的，对签约方均有约束力。除非仲裁裁决另有裁决，仲裁费用应由败诉方承担。在仲裁过程中，除产生争议的相关条款外，本协议应继续履行。

Arbitration Court of the Chamber of Commerce, Industry and Navigation of Bilbao (Spain), which shall be entrusted with the administration of the arbitration proceedings and the appointment of the arbitrators in accordance with its regulations and statutes, if one of the Parties is not a legal entity created under and governed by the laws PRC. The parties undertake to abide by the resulting arbitration award.

如本协议一方并非依据中华人民共和国法律设立并受其管辖，则应提交西班牙毕尔巴鄂制造业和航运业商会仲裁院，并应委托其依据其规则和法令管理仲裁程序并任命仲裁员。本协议当事人承诺遵守因此而作出的仲裁裁决。

SUPPLIER CODE OF CONDUCT

供应方行为准则

The Buyer sets up minimum values to guarantee that activities and practices of the Supplier respect human rights and fundamental liberties in accordance with, at least, the Universal Declaration of Human Rights and the principles comprised in the eight main International Labour Organization's Conventions (ILO). Taking into consideration the circumstances, the Supplier shall respect any other additional rules and standards. The Supplier shall ensure that this Code of Conduct is properly deployed through all its value chain.

买方设置最低值以保证供应方的行为和活动至少依据世界人权宣言及八个主要国际劳工组织公约（ILO）确定的原则尊重人权和基本自由。供应方应遵照任何其他额外的规则 and 标准。供应方应确保本行为准则在其价值链中的恰当部署。

79. Prohibition of forced labor: The Supplier will not tolerate, will not participate nor benefit of any form of forced labor, including bonded labor, debt bondage, forced prison labor, slavery or human trafficking. All employment is voluntary, and all workers are free to leave the job at any time or terminate their contracts.

禁止强迫劳动：供应方不容忍、不参与任何强迫劳动或从任何形式的强迫劳动获利，包括抵债劳动，债奴，强制监狱劳动，奴役或人口贩卖。所有雇佣均为自愿，且所有工人在任何时候都可以自由的离职或终止合同。

80. Prohibition of child labor: The Supplier will not tolerate, will not practice nor support the use of child labor. The term "child" refers to anyone under 15 (or 14 if permitted by national law), or that is not the age for completing compulsory education, or do not have the minimum age to work in the country, the greater of them.

禁止童工：供应方不容忍、不参与或支持使用童工。“童工”指任何未满 15 岁（或若当地国家法律要求，14 岁）或未完成强制教育的年龄，或未满当地国家要求的最低年龄的人，以上述最低年龄为准。

81. Non-discrimination: The Supplier will not tolerate, will not practice nor support any kind of discrimination based on race, color, age, sex, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership or marital status in contracts, living wages and labor practices related to employment practices such as promotions, bonuses, access to training, dismissal or retirement.

不歧视：供应方不容忍、不参与或支持以任何形式在合同、生活工资或与雇佣关系有关的劳动实践，如晋升、奖金、培训机会、解聘或退休中以种族、肤色、年龄、性取向、民族、残疾、妊娠、宗教、政治立场、会员资格或婚姻状况进行歧视。

82. Respect to the freedom of association and collective bargaining: The Supplier will respect the rights of workers to associate freely, join or not join labor unions, seek representation, join workers' councils in accordance with local law and to bargain collectively with the company or its representatives. The Supplier guarantees that the representatives and any employee involved in organizing workers, are not subjected to discrimination, harassment, intimidation or retaliation for being members of a union or participating in union activities, and that such representatives have access to their affiliates in the workplace. When the rights of freedom of association and collective bargaining are restricted by law, appropriate channels should be designed to ensure fair and independent practice.

尊重结社自由和集体谈判：供应方尊重员工依据当地法律自由结社、加入或不加入工会、寻求代表、加入员工委员会以及与公司或其代表进行集体谈判的权利。供应方保证不对参与组织员工的代表和任何雇员因其为工会成员或参与工会活动进行歧视、骚扰、威胁或报复，并保证上述代表可以在工作场所接触其成员。如结社自由和集体谈判的权利被法律限制，应设计合理的渠道以确保公平独立的实施。

83. Fair treatment: The Supplier will not tolerate, will not practice nor support acts of physical, verbal, sexual or psychological harassment, abuse or threats in the workplace. The Supplier will define policies and disciplinary procedures to be properly communicated to all working people and will take measures to prevent such acts and repair where applicable.

公平对待：供应方不容忍、不参与或支持任何在工作场所的身体的、言语的、性或心理骚扰、虐待或威胁行为。供应方应建立政策和规范流程并恰当地向所有工作人员传达，采取措施防止并在适用的情况下修正上述行为。

84. Fair wages: The Supplier will ensure that the recruitment process is fair and provides a living wage to all employed persons in compliance with all applicable laws and industry standards on wages, including those relating to minimum wages, ensuring that are sufficient to meet basic needs and to offer some discretionary spending capacity.

公平工资：供应方应确保招聘过程公平并向所有雇佣人员根据所有适用法律和行业标准提供最低工资，包括与最低工资相关的法律和行业标准以保证满足基本需要并提供部分自由支配的能力。

85. Working hours: The Supplier will ensure that the conditions of the working day, overtime, vacation and permissions are fair and nondiscriminatory, in compliance with all applicable laws and industry standards on overtime, holidays or benefits required by law.

工作时间：供应方应确保工作日、加班、休假和许可的条件是公平和无歧视的、符合所有适用法律和行业标准关于加班、假日或福利的要求。

86. Regulatory Compliance health & safety at work: The Supplier will comply with all the provisions of the regulations of Health and Safety at Work, regarding personnel employed directly or indirectly, for the implementation of the Contract and will assume all responsibilities for failure to comply with work duties, workplace accidents and breach of Labour Legislation. The Supplier further commits to inform Gamesa of any serious accident involving their personnel employed or contracted.

工作健康和安全的合规：供应方应遵守所有关于为履行本合同所直接或间接雇佣人员的工作健康和安全的法规并承担因违反工作职责、工作现场事故和范围劳动法规所产生的责任。供应方应进一步承诺通知歌美飒任何涉及其雇佣或外包人员的严重事故。

87. Safe working conditions: The Supplier will ensure a safe and healthy workplace and will take effective measures to prevent potential accidents and injuries to the health of working people, arising from working activities, associated with them, or arising during that period, minimizing - to a reasonable extent - the root causes of hazards inherent in the working environment, given the current knowledge of the industry and of any specific hazards.

安全的工作条件：供应方应确保安全和健康的工作环境并采取有效措施防止潜在的事故和因工作活动产生的、与工作有关的或在工作中发生人员伤害，基于现有行业认知最大限度的降低工作环境固有危险的根本原因和其他特殊危险。

88. Protection against risks: The Supplier will minimize worker's exposure to potential safety hazards through appropriate design controls, engineering control, preventive maintenance and safe working procedures, and will provide ongoing safety training. In cases where hazards cannot be properly controlled by these means, the Supplier will provide to the workers adequate and well-maintained personal protective equipment. The supplier will notify in writing to the employees of the specific hazards of the job performance and the mandatory preventive measures to be taken to avoid those hazards. Furthermore, Supplier will deliver to Gamesa a copy of the letter issued to each worker and signed by them.

风险防范：供应方应通过合理的设计控制、工程控制、预防性维护和安全工作流程减少工人暴露于潜在的安全危险中，应提供持续的安全培训。如危险不能够通过以上方式得以恰当控制，供应方给工作人员提供适当的、维护良好的个人防护设备。供应方应书面告知雇员工作中的特殊危险和应采取的防止危险的强制预防性措施。而且，供应方应向歌美飒提供一份发放给每个工作人员并由其签署的书面文件。

89. Regulatory Compliance environmental protection: The Supplier will comply with all the requirements of environmental regulations regarding waste generation and management,

discharges, air emissions, noise and pollution prevention of soil. The Supplier will also comply with all regulations on the use and storage of chemicals in the working areas throughout the execution of the Contract and will assume all responsibilities for failure to comply its obligations to the environment. Gamesa may request to the Supplier copies of all documents that prove the right management (contracts with waste disposal firms, authorization and delivery records, etc.) of waste. The Supplier will promptly inform all its employees of the environmental obligations, by legal imperative or by express request of Gamesa that are acquired under the contract.

环境保护合规：供应方应遵守所有关于废物产生、管理和抛弃、废气排放、噪音和土壤污染防治的环境法规要求。供应方应在合同履行过程中遵守所有关于在工作场所使用和存放的化学品的法规，并且承担违反其环境义务所产生的所有责任。歌美飒可以要求供应方提供证明其正确管理废物的所有文件的复印件（如与废物处理公司签署的合同、授权和交付记录等）。供应方应立即根据法律命令或歌美飒要求通知其所有雇员环境义务。

90. Energy efficiency: In order to minimize energy consumption and reduce greenhouse gases emissions to the atmosphere, the Supplier will report to Gamesa the emissions to the atmosphere for those products supplied annually to Gamesa, via email to: corporate_efs@gamesacorp.com

能源效率：为降低能耗并减少温室气体排放，供应方应通过电子邮件 corporate_efs@gamesacorp.com 向歌美飒报告每年供应产品的大气排放。

91. Environmental Emergencies: The Supplier will ensure that potential situations of emergency and emergency events are identified and evaluated, and their impact minimized by implementing emergency plans and procedures for response.

环境紧急情况：供应方应确保识别并评估潜在紧急情况和紧急事件，确保通过实行紧急响应计划和程序降低影响。

92. Materials supplied: The Supplier is expected to be "DRC conflict-free". That is, provides no means of production or products containing tin, tantalum, tungsten and / or gold from the region belonging to the Democratic Republic of Congo (DRC), Central African Republic, South Sudan, Zambia, Angola, Congo, Tanzania, Burundi, Rwanda and Uganda. Otherwise the Supplier will notify Gamesa which conflict minerals is and which products are affected.

供应的材料：供应商应为“DRC 无冲突”的，即指所提供的产品或其生产工艺中不含有来源于刚果民主共和国（DRC），中非共和国、南苏丹、赞比亚、安哥拉、刚果、坦桑尼亚、布隆迪、卢旺达和乌干达地区的锡、钽和/或黄金。否则，供应方应告知歌美飒冲突材料及其影响的产品。

93. Corruption and bribery: The Supplier will not to tolerate, will not permit nor get involved in any kind of corruption, extortion or bribery in the performance of the business. The Supplier shall ensure the maintenance of highest standards of integrity in all business interactions, adopting a zero tolerance policy to prohibit any form of bribery, corruption, extortion and embezzlement (including the promise, offering, giving or accepting of any bribe). The Supplier will prevent any fraudulent activity by any of its representatives in connection with the receipt of any amount of money from the Buyer or its affiliates. The Supplier warrants and undertakes in relation to any contract with the Buyer and any group company: (i) it has not given and will not give, any gift or commission, and (ii) that has not agreed, and will not agree to pay any fee to any Buyer's employee, agent, servant or representative of Buyer. If the Supplier, or anyone acting on its behalf, is in breach of the foregoing provisions of this paragraph, the Buyer may (i) terminate contracts with the Supplier and/or its affiliates and recover from the Supplier any the amount of any loss suffered by the Buyer resulting from such termination or (ii) recover in full from the Supplier any loss sustained by the Buyer and/or its affiliates as a result of any breach of this section, whether or not the contract has been terminated.

贪污贿赂：供应方不容忍、不允许或涉及商业活动中任何形式的腐败、勒索或贿赂。供应方应保证在商业活动中保持最高的诚信标准，采取零容忍政策禁止任何形式的贿赂、腐败、勒索和挪用（包括允诺、提供、给予或接受任何贿赂）。供应方应阻止任何其代表从买方或其关联公司收受钱财的欺诈行为。供应方保证并承诺与买方及其集团公司订立合同相关的过程：（i）未给予且不会给予任何礼物或佣金，和（ii）未同意且不会同意向买方的雇员、代理、雇工或代表支付任何费用。如供应方或任何以供应方名义行事之人违反本条规定，买方可以（i）与供应方和/或其关联公司终止合同且有权从供应方获得因此终止遭受所有损失的赔偿，或（ii）从供应方获得因违反本条所遭受的全部损失，不论合同是否终止。

94. Security and surveillance forces: The Supplier will ensure that security and surveillance procedures are in accordance with internationally recognized human rights principles on the implementation of the law and the use of force. The security operations, as well as collaboration with the public and private security forces will be consistent with the laws of each country and with international standards and guidelines as well as with the Voluntary Principles on Security and Human Rights.

安全与监控：供应方应保证安全和监控程序符合国际公认的与执行法律和使用权力有关的人权原则。安全运营以及与公共和私有安全力量合作应符合每个国家的法律、国际规范、指引以及安全和人权自愿原则。

95. Fair Competition: The Supplier will maintain fair competition standards of business, advertising and to will exercise responsible taxation, tax filing and paying obligations on time and avoiding double counting.

公平竞争：供应方应维护商业、广告公平竞争标准，并按时执行负责责任的征税、税务档案和支付义务并避免重复计算。

96. Local communities and indigenous people: The Supplier will consult local communities about the activities, projects, strategies or works affecting their territories and their way of living through a process of Free Prior and Informed Consent (FPIC) through culturally appropriate procedures. The Supplier will ensure not to participate nor benefit from forced relocations.

当地社区和原住民：供应方应向通过适当的风俗程序向当地社区咨询可能影响其领域和生活方式的活动、项目、策略或工作。供应方应确保不参加强制搬迁或从强制搬迁中获利。

97. The Buyer reserves the right to require any information and/or make any inspection it deems appropriate in order to guarantee the compliance of Suppliers' Code of Conduct by the Supplier, without these actions releasing the Supplier from its own exclusive and personal liability. In case of breach of the Code of Conduct by the Supplier, the Buyer shall take any actions it deems appropriate, including suspension and/or resolution of the corresponding contract.

为确保供应方遵守供应方行为准则，买方保留要求供应方提供任何信息或进行其认为适当的调查的权利。上述行为并不免除供应方对其行为的专属的、独立的责任。

如供应方违反行为准则，买方有权采取其认为合适的行动包括暂停和/或解除相应合同。

Date: of of 20

日期：

Supplier:

供应方：

.....

Supplier's Registered Office:

供应方注册地址：

.....

Supplier's VAT Number:

供应方的增值税号码：

.....

Name of the Authorised Signatory:

授权代表签署：

.....

Passport/I.D. Card N°:

护照/身份证号码：

.....

Position:

职务：

.....

Signature and Seal of the Supplier

供应方签字和盖章

By signing this document the Supplier acknowledges to have received the Gamesa Supplier Quality Manual (GSQM).

供应方通过签署本协议承认收到“歌美飒供应方质量手册

Important: All pages must be signed and stamped.

重要：每页均应签署和盖章。