

**SCOPE
范围**

1. This document establishes the general purchasing conditions ("GPC") which govern the supply of all types of goods, equipment and materials ("Goods") and/or the provision of all types of services for both onshore and offshore turbines ("Services") by suppliers ("Supplier") to the legal entity of Siemens Gamesa Renewable Energy Group that orders the Goods or Services from Supplier ("SGRE"), collectively the "Parties", and each a "Party". Unless otherwise stipulated in any order issued by SGRE, the scope and price of the supply of Goods or provision of Services is understood as including documentation, labor (including performance, construction and assembly) and/or equipment (including software and hardware, tools, patterns, models, molds and spare parts), wages, insurance, consumable goods, transport, packing and labelling, 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 any other charges necessary for the performance of the Order.

本文件规定了供应商(“供应商”)向西门子歌美飒可再生能源集团("SGRE")的陆上和海上风机提供的所有类型货物、设备和原材料(“货物”)和/或所有类型服务(“服务”)的通用采购条款("GPC"),以下“SGRE”和“供应商”统称为“各方”,单独称为“一方”。除非 SGRE 在出具的任一订单中另有规定,否则货物或提供的服务的范围和价格包括文件、人工(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、模具和备件)、工资、保险、消耗品、运输、包装和标签、配件、设备、起重和其他必要工具、任何类型的费用、知识产权费用、由于检查、订单中规定的检查、测试和其他认证费用、汇率、税收、关税以及执行订单所需的任何其他费用。

2. In these GPC references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

除非文中另有要求,在本 GPC 中,凡提及任何法规或法定条文,须解释为该提及法规或条文不时加以修订、合并、修订、扩展、重新制定或替换的版本。

3. In these GPC the words "including" and "include" shall be construed as if followed by the words "without limitation".

在本 GPC 中,"包括"一词应解释为后面加上"但不限于"。

ORDER OF PRIORITY**订单优先级**

4. The agreement between SGRE and Supplier shall consist of the purchase order issued by SGRE and, if applicable, the Delivery Schedule ("Order") and the GPC including annexes (collectively "Contract"). Annexes have been provided to Supplier, are available on the SGRE Website and are acknowledged and accepted by Supplier. In the event of any conflict between any provisions of the Contract, the order of precedence shall be i) any matters set out in the Order under the heading "Special Terms and Conditions"; ii) the GPC; iii) any specification for the Goods and/or Services set out, or incorporated by express reference in the Order; and iv) any other documents incorporated by express reference in the Order. The GPC shall be deemed incorporated in each Contract irrespective of whether they are expressly referred to in the same or not unless Supplier and SGRE have entered into a framework agreement prior to the date of the Order in which case such framework agreement shall be treated as special terms and conditions for the purposes of Clause 4.

SGRE 与供应商之间的协议应包括 SGRE 发出的采购订单,以及交货计划(如适用)("订单")和包含附件的 GPC(统称为"合同")。已提供给供应商的附件可在 SGRE 网站上查阅,该附件已由供应商认可和接受。如果合同的任何条款之间发生任何冲突,优先顺序应为 i) 订单中在"特殊条款和条件"标题下列出的任何事项; ii) GPC; iii) 关于货物和/或服务的具体规定,或在订单中明确提及的规定; 和 iv) 在订单中明确提及的任何其他文件。GPC 应被视为纳入每份合同,无论它们是否在同一合同中被明确提及,除非供应商和 SGRE 在订单日期之前签订了框架协议,在这种情况下,此类框架协议应被视为第 4 条中的特殊条款和条件。

ORDERS AND DELIVERY SCHEDULES**订单和交货计划**

5. The issue of the Order for Goods and/or Services by SGRE to Supplier shall be deemed to be an offer by SGRE to buy the Goods and/or Services on the terms of the Contract which shall be deemed accepted on the earlier of Supplier (i) expressly giving notice of acceptance or (ii) fulfilling the Contract in whole or part.

SGRE 向供应商发出的货物和/或服务订单应被视为 SGRE 根据合同条款购买货物和服务的要约,该合同条款应在以下时间(以较早者为准)被视为接受:(i) 供应商明确发出接受通知或(ii) 供应商全部或部分地履行合同。

6. SGRE shall be entitled to revoke an Order until an acknowledgement of the Order has been received by SGRE.

SGRE 在收到对该订单的确认书前,有权撤销该订单。

7. In the event of any doubt with regards to the interpretation of the contents of an Order, Supplier shall seek indications and instructions of SGRE and act accordingly.

如对订单内容的解释有任何疑问,供应商应寻求 SGRE 的指示和说明,并采取相应的行动。

8. Any terms, conditions and/or specifications included in or attached to any Supplier's documentation which is not expressly referred to in the Order shall be considered void, as shall any correspondence related to the same. Unless SGRE explicitly accepts Supplier's terms and conditions these do not apply to any part of such Order or the Contract. For the avoidance of doubt, acceptance of delivery and/or payment by SGRE does not constitute acceptance of Supplier's terms and conditions.

如订单中没有明确提及,任何供应商文件中包含或附加的任何条款、条件和具体规定应被视为无效,与之相关的任何回复也应被视为无效。除非 SGRE 明确接受供应商的条款和条件,否则这些条款和条件不适用于此类订单或合同的任何部分。为避免疑问,SGRE 接受交货和/或付款并不构成对供应商的条款和条件的接受。

9. The Orders may be issued as a frame Order in which case it shall not refer to fixed quantities or amounts of Goods and/or Services. The contracted amounts and delivery dates shall be specified by SGRE through the issue to 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". 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 Supplier does not notify SGRE of its rejection within the established time period and 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.

不包含所涉货物和/或服务的固定数量或金额的订单可作为框架订单发出。合同金额和交货日期应在 SGRE 向供应商发布的交货计划(每个交货计划都可单独称为"交货计划")中明确。每个交货计划应标明订单号,如果是受固定订单约束的货物和/或服务的金额,那在交货计划中应标明"固定"字样。供应商应在不超过两(2)个工作日内以书面形式接受采购文件,采购订单或每个交货计划。如果供应商未在规定的时间内向 SGRE 通知其拒绝接受,则交货计划应视为已被接受。因此供应商有义务在规定的交货期内提供所要求的货物和服务。对于开放性订单,对其价格的修改应发出修正订单,修正订单在第一份交货计划递交后被视为接受。

PACKING, DISPATCH AND INSPECTIONS**包装、配送和检验**

10. Packing shall be suitable for the Goods and the intended method of transport. The packing shall comply with any requirements contained in the Order, and in the Logistics Annex, and hereunder ensure protection against any damage, soiling and moisture during transport and/or storage. Supplier shall be liable for any loss or damage to Goods resulting from defective or improper packing.

包装应适合货物和预定的运输方法。包装应符合订单和物流附加条款中的任何要求,并按照本协议的约定确保在运输和储存过程中免受任何损坏、污损和湿气。供应商应对因包装缺陷或不正确的包装而造成的任何损失或损坏负责。

11. Unless otherwise agreed in writing, delivery and packaging shall be included in the price. Delivery shall be DAP INCOTERMS 2010. Time of delivery and performance is of the essence of the Contract. Supplier warrants that it has good title to the Goods and/or the Services and acknowledges that the Goods and/or the Services may be transferred to a third party by SGRE and warrants that SGRE will be able to supply such third party with good title.

除非另有书面约定,交货和包装应包括在价格中。交货条款应为 DAP 2010 年国际贸易术语解释通则。交货时间和履约时间是合同中的重要条款。供应商保证其对货物和/或服务拥有有效的所有权,并知悉 SGRE 可能会将货物和/或服务转让给第三方,并保证 SGRE 能够向该第三方提供有效的所有权。

12. Supplier shall ensure that all Goods are marked in accordance with the provisions of the Contract and instructions of SGRE. Supplier shall provide in respect of each delivery of Goods a packaging note detailing SGRE's Order number, description, code number (if any) and the quantity of Goods delivered. All instructions, warnings, safety data and other data necessary for the use of the Goods shall also be provided.

供应商应确保所有货物都按照合同的规定和 SGRE 的指示进行标识。对于每次交付的货物,供应商应提供一份包装说明,详细说明 SGRE 的订单号、货物描述、物料代码(如有)和交付货物的数量。供应商还应提供使用货物所需的所有说明、警告、安全数据和其他数据。

13. If any of the Goods and/or Services contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use and for the protection of the environment, Supplier shall prior to their delivery provide specific written details of the nature of those substances and the precautions to be taken. Supplier shall ensure that before dispatch appropriate instructions and warnings are clearly and prominently marked on the goods or securely attached to them and on any containers into which they are packed.

如果任何货物和服务含有任何危险物质或需要采取任何特别预防措施,以确保装卸、运输、储存或使用的安全以及环境保护,供应商应在交货前提供这些物质的性质和采取的预防措施的具体书面细节。供应商应确保在发出适当的指示和警告之前,在货物上或在货物上以及包装货物的任何容器上明确和突出地标明适当的指示和警告。

14. Without prejudice to Supplier's other obligations, if transport of the Goods is to be performed by a carrier commissioned by SGRE, Supplier shall submit information and data concerning dangerous goods to the carrier in accordance with applicable law. Data and information shall be relevant to all modes of transport to be used if SGRE informs Supplier, or if Supplier is aware, that multimodal transport is to be used.

在不影响供应商其他义务的情况下,如果货物的运输是由 SGRE 委托的承运人进行的,供应商应根据适用的法律向承运人提交有关危险货物的信息和数据。如果 SGRE 通知供应商,或者如果供应商知悉将使用多式联运,则数据和信息应适用于所使用的所有运输方式。

15. The Goods shall remain at the risk of Supplier until delivery to SGRE is complete. Any of Supplier's property brought onto SGRE premises will be at the risk of Supplier.

在交付至 SGRE 之前,货物的风险应继续由供应商承担。任何被供应商带到 SGRE 场所的财产将由供应商承担风险。

16. If the Contract requires SGRE to return any packaging material to Supplier, that fact must be stated on any delivery note to SGRE and any such packaging material will be returned to Supplier at Supplier's cost.

如果合同要求 SGRE 将任何包装材料返还给供应商,则供应商应在给 SGRE 的任何交货说明中说明这一要求,并且任何此类包装材料返还给供应商的费用应都将由供应商承担。

17. Unless otherwise agreed in writing between the Parties, partial deliveries shall not be accepted. If Goods are delivered to SGRE in excess of the quantities ordered SGRE shall not be liable to pay for the excess, and any excess held by SGRE shall be at Supplier's risk. Any rejected Goods held by SGRE shall be at Supplier's risk. Supplier shall promptly at its own cost collect any excess or rejected Goods.

除非双方另有书面协议,部分交货不予接受。如果交付 SGRE 的货物数量超过订购的数量,SGRE 将不承担超额部分的付款责任,由 SGRE 持有的任何超额货物的风险将由供应商承担。SGRE 持有的任何拒收货物均由供应商承担风险。供应商应及时自费收回任何超额或被拒收的货物。

18. Supplier shall inspect and test the Goods and Services for compliance with the Contract prior to delivery. SGRE reserves the right at reasonable times to inspect or test the Goods and/or the Services at any stage before delivery and Supplier shall give rights of access to premises and such facilities as SGRE may reasonably require for such inspection.

供应商应在交货前检查和测试货物和服务是否符合合同要求。SGRE 保留在交货前的任何阶段在合理时间内检查或测试货物和服务的权利,供应商应授予 SGRE 基于合理要求进入工厂和设施进行此类检查的权利。

QUALITY AND DESCRIPTION**质量和描述**

19. Goods and Services supplied shall:

所提供的货物和服务应:

19.1 conform in all respects with the Contract (including the quantity, quality, description and other matters specified in the Order), the Quality Manual, be without fault, be of the best available design, be of the best quality materials and workmanship and be fit for any intended use expressly or impliedly made known to Supplier by SGRE;

在所有方面都符合合同 (包括数量、质量、描述和订单中规定的其他事项)、《质量手册》, 无故障瑕疵, 是现有的最佳设计, 采用最优质的材料和工艺, 适合 SGRE 以明示或暗示的方式使供应商知悉的任何使用目的;

19.2 conform with any sample, drawing, description, specification and/or requirements furnished supplied or advised by SGRE to Supplier;
符合 SGRE 向供应商提供或建议的任何样品、图纸、描述、规格和要求;

19.3 be executed in a proper and skillful manner by appropriately qualified and experienced personnel; and
由适格的以及有经验的人员以适当和熟练的方式执行;和

19.4 comply with all applicable laws relating to the Goods and/or the Services, and/or affecting obligations under and the performance of the Contract, including any concerning the manufacture, packaging, storage and delivery of the Goods and/or the performance of the Services.

遵守与货物和/或服务有关的所有适用法律, 以及/或影响合同规定的义务和履行的法律, 包括与货物的制造、包装、储存和交付有关的任何法律和/或履行合同服务的一部分。

20. The Goods and Services shall be subject to SGRE's quality assurance system in accordance with ISO9001 / EN29001 or similar standards accepted by SGRE. SGRE's suppliers and sub-suppliers shall be assessed accordingly. SGRE's rights and remedies under the Contract are in addition to any available to it at law (including statutory implied terms).

货物和服务应遵守 ISO9001/EN29001 或 SGRE 接受的类似标准, 遵守 SGRE 的质量保证体系。SGRE 的供应商和子供应商应进行相应的评估。除了法律上提供的任何权利和补救措施之外(包括法定的隐含条款), SGRE 还享有本合同下规定的权利和补救措施。

21. Supplier shall be fully responsible for the Goods and/or Services and any inspection or testing by SGRE shall not diminish or otherwise affect Supplier's obligations under the Contract.

供应商应对货物和/或服务承担全部责任, SGRE 的任何检查或测试均不应减少或以其他方式影响供应商在合同下的义务。

22. Supplier shall cooperate with SGRE in all matters relating to the Contract, and comply with all instructions of SGRE including complying with any written or verbal instructions in relation to safety and security while on SGRE's premises.

供应商应在与合同有关的所有事项上与 SGRE 合作, 并遵守 SGRE 的所有指示, 包括在 SGRE 的场所遵守与安全及安保有关的任何书面或口头指示。

23. Supplier shall, if requested, supply SGRE with certificates of origin and/or testing as SGRE may require. Such certificates must state the relevant Order numbers together with any item numbers.

如有要求, 供应商应向 SGRE 提供 SGRE 可能需要的原产地证书和/或检测证书。此类证书必须指明相关的订单号以及任何物料代码。

INVOICES AND PAYMENT

发票和付款

24. The prices stated in the Order shall be fixed, firm, inclusive of all taxes but excluding value added tax and are not subject to revision. The price shall be stated in the ordering entity's local currency unless otherwise agreed.

订单中规定的价格应该是固定的、包括所有税, 但不包括增值税, 并且不得修改。除非另有约定, 价格应以订购实体的当地货币为准。

25. Invoice may not be issued before the agreed Date of Delivery. "Date of Delivery" shall mean the time specified in the respective Order for the delivery of any Goods and/or Services a date mutually agreed by the Parties in writing. Supplier shall invoice the delivered Goods and/or Services on the fifteenth day of each month 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 Order number as well as the number(s) of each individual item. In case any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.

发票开具不得早于商定的交货日期。"交货日期"是指在双方以书面形式相互商定的相关订单中规定的交付任何货物和/或服务的时间。供应商应在每月 15 日和每月最后一天为交付的货物和服务开具发票, 如遇节假日顺延至下一个工作日。发票应包括所有法律规定的要求和订单号, 以及每个项目的个数。如果遗漏任何此类细节, 则发票将不予支付。发票复印件应标明"副本"。

26. If Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery and service.

如果要供应商提供材料测试、测试记录或质量控制文件或任何其他文件, 则应将其作为交付和服务完整性要求的一部分。

27. Upon the request of SGRE, invoices shall be grouped in one invoice comprising all deliveries made during a determinate reasonable period of time. 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. SGRE 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 Supplier any of the damages for late delivery applicable in accordance with these GPC.

应 SGRE 的要求, 在确定的合理时间内交付的所有货物的发票应归入一张发票。对于不符合合同规定的货物和服务, 或者发票日期早于相应交货清单的日期的情况的发票将不予处理。对于不符合合同要求的货物和/或服务, SGRE 有权拒付相应款项, 并有权从应付给供应商的价款中扣除根据本通用条款做出的延迟交付罚金。

28. Unless otherwise specified in the Order, payment shall be made on the first Payment Date after 60 days of the date of receipt of a correctly issued invoice, however, all payments shall comply with the default payment requirements in commercial transaction legislation in force at all times. "Payment Date" shall mean the effective invoice payment date which shall be the first payment date specified in SGRE's administrative process calendar, after the due date of the invoice.

除订单另有规定外, 付款须在收到正确开具的发票之日起 60 天后的第一个付款日支付, 但所有付款均遵守当时有效的商业交易中关于付款的要求。"付款日期"是指发票付款的生效日期, 该日期应为 SGRE 行政日历中规定的第一个付款日期, 即发票到期日期之后。

29. If the delivered Goods and/or Services ascertain deficiencies, SGRE undertakes to reimburse when all deficiencies of the delivered Goods and Services are remedied.

如果交付的货物和/或服务存在缺陷, SGRE 承诺将在所交付货物和/或服务的所有缺陷得到纠正时予以付款。

30. Payment does not constitute an acknowledgement that the corresponding deliveries or services were provided in accordance with the Contract (including quantity or quality).

付款并不构成承认相应的交付或服务是完全符合合同要求的(包括数量或质量)。

SGRE shall in all cases only be deemed to have defaulted on payment should such payment not have been made by the due date and following receipt of an explicit and written dunning notice. Should SGRE default on settlement of an invoice, annual interest on arrears of 5.0% (five point zero percent p.a.) shall be due to the exclusion of any further claims.

在任何情况下, SGRE 只有在到期日之前收到明确的书面催款通知后仍未付款的情况下, 才应被视为拖欠付款。如果 SGRE 拖欠发票结算, 欠款的年利息为 5.0% (每年 5 个百分点) 并应排除任何进一步的索赔。

31. If Supplier changes its Tax Registration Code, Supplier must forewarn SGRE with a minimum of 45 days' notice, in order to allow SGRE to modify existing orders and reissue them with the new Tax Registration Code. SGRE will only accept invoices with the new Tax Registration Code once the Order has been issued again with such new Tax Registration Code.

如果供应商更改其税务登记代码, 供应商必须至少提前 45 天通知 SGRE, 以便 SGRE 修改现有订单并使用新的税务登记代码重新发出订单。只有在发出新的税务登记代码的订单后, SGRE 才会接受带有新的税务登记代码的发票。

TERM AND COMPENSATION FOR BREACH

违约条款和赔偿

32. Goods and Services shall be delivered on the dates and at the rates and at the places specified in the Contract. If no place or delivery date is specified Goods and/or Services shall be delivered to the registered address of the ordering entity and delivery shall take place within 14 days of the date of the Order. SGRE may delay or alter dates and places by giving Supplier reasonable written notice. Early delivery is not permitted except as provided in the Order. Delivery shall be complete upon unloading of the Goods at the delivery location.

货物和服务应按合同规定的日期、费率和地点交付。如果没有指定地点或交货日期, 货物和/或服务应交付到订购实体的注册地址, 并应在订单日期后 14 天内交付。SGRE 可能会通过向供应商发出合理的书面通知来推迟或更改日期和地点。除非订单另有规定, 否则不允许提前交货。货物卸货应在交货地点完成。

33. In case Supplier is aware that there is likely to be a delay in delivery or performance (including rectification and replacement) it shall promptly inform SGRE including the reasons for the delay and as far as possible the expected time of delivery. If Supplier does not notify SGRE, SGRE shall be entitled to compensation for any additional costs incurred that could have been avoided if such notification had been made. Supplier shall, at no extra cost to SGRE, take all necessary actions (including overtime work, urgent freight etc.) to reduce the delay period to a minimum.

如果供应商意识到可能有延迟交货或履约(包括整改和更换)的情形时应迅速通知 SGRE, 通知内容应包括延迟的原因和尽可能早的预计交货时间。如果供应商未通知 SGRE, SGRE 有权对由于供应商未发出此类通知而造成的额外费用向供应商进行索赔。供应商应在不增加 SGRE 额外费用的前提下, 采取一切必要行动(包括加班、紧急运输等)将延误时间缩短到最低限度。

34. Any extra costs incurred in order to meet a delivery or performance deadline shall be borne by Supplier.

为在交货或履行截止日期前完成交货或合同履约而产生的任何额外费用应由供应商承担。

35. Delivery dates specified in the Order or otherwise agreed in writing by the Parties shall be of the essence. In the event of any delay in the agreed delivery or performance deadlines, SGRE may terminate the Contract and claim damages.

订单中规定的交货日期或双方书面商定的交货日期至关重要。如果在约定的交货或履约期限出现任何延误, SGRE 可以终止合同并要求损害赔偿。

36. If the agreed delivery or performance dates are exceeded, SGRE may demand liquidated damages in the amount of 1% of the value of the delayed part of the Order for each commenced day of delay, but not exceeding 15% of the value of the delayed part of the Order. The payment of liquidated damages by Supplier is without prejudice to SGRE's other rights or remedies in relation to the delayed delivery or performance and shall not release Supplier from its other contractual or legal obligations arising in connection with the Order.

如果超过约定的交货或履约日期, SGRE 可要求支付违约赔偿金, 违约赔偿金的金额为自延迟之日起的订单延迟部分金额的 1%, 但不超过订单延迟部分金额的 15%。供应商支付违约赔偿金不影响 SGRE 履行与延迟交付或履约有关的其他权利或补救措施, 也不应免除供应商与交付或履行有关的其他合同或法律义务。

37. If the maximum amount of liquidated damages for late delivery is reached or could have been reached, SGRE shall be entitled to either (i) reduce the volumes for which there was an obligation to order up to the delayed volume or (ii) terminate the Order or part thereof with immediate effect.

如果达到或可能达到延迟交货的最高违约赔偿金数额, SGRE 有权: (i) 将有义务订购的数量减少到延迟的数量, 或 (ii) 立即终止订单或部分订单。

38. In case of postponed or subsequently agreed delivery or performance deadlines the abovementioned liquidated damage shall apply accordingly for these deadlines without any separate agreement being required. Notification from Supplier to SGRE of a delay or postponement does not entail that the agreed liquidated damage lapses.

在推迟或随后商定交货或履约期限的情况下, 上述违约赔偿应相应适用于这些最后期限, 而不需要任何单独的协议。供应商向 SGRE 通知延迟或推迟并不意味着商定的违约赔偿损失的失效。

The liquidated damage may be applied irrespective of whether SGRE accepts any delivery, Services or performance with reservation for liquidated damage or not.

无论 SGRE 对于已经接受的交货、服务或履行是否保留违约赔偿的权利, 违约赔偿条款均可适用。

DELIVERY TO SUPPLIER OF MATERIALS AND COMPONENTS

物料和部件供应商的交货

39. SGRE is not responsible for the content of any information, data, drawings, specifications which it makes available to Supplier in connection with the Order (hereinafter referred to as "Materials"). Supplier shall check the information to determine that it is up to date and correct and, if this should not be the case or in case of any possible contradictions, Supplier shall inform SGRE of such without delay in writing and shall seek clarification as to how to proceed. Errors or inaccuracies in any Information shall not affect the responsibility of Supplier in relation to its scope of deliveries and Services.

SGRE 对其提供给供应商的与订单有关的任何信息、数据、图纸和规格(以下简称"材料")的内容不承担责任。供应商应检查信息, 以确定它是最新的和正确的, 如果这种情况不应该是这样或在任何可能的矛盾的情况下, 供应商应立即将此书面通知 SGRE, 并要求澄清如何进行。任何信息中的错误或不准确不应影响供应商履行其交付和服务范围的责任。

40. Material provided by SGRE to Supplier remains the property of SGRE and is to be stored, identified and administered separately at no expense to SGRE. Its use is limited to the Orders of SGRE only. In case of any reduction in value or loss, replacement shall be provided by Supplier, provided the reduction in value or the loss is not due to normal wear and tear. Notwithstanding any other rights,

SGRE may demand the immediate return of SGRE's assets if Supplier breaches its contractual obligations

SGRE 提供给供应商的材料仍然是 SGRE 的财产, 应单独储存、识别和管理, 不向 SGRE 收取任何费用。它的使用仅限于 SGRE 订单。在价值减少或损失的情况下, 供应商应提供更换, 前提是价值的减少或损失不是由于正常的磨损。尽管有任何其他权利, 如果供应商违反其合同义务 SGRE 可能会要求立即归还 SGRE 的资产。

41. Supplier shall carry out all actions necessary in Order to safeguard SGRE's title to the Materials, especially in the event of bankruptcy procedures.

供应商应采取一切必要行动, 以维护 SGRE 对材料的所有权, 特别是在破产程序的情况下。

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

执行订单所载任务所需的消耗品应由供应商提供。

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

如果供应商需要 SGRE 的材料才能交付货物和服务, 则必须提前足够的时间提出要求这些材料, 以满足计划的交货或履约日期。

DELIVERY OF GOODS AND SERVICES

货物和服务的交付

44. 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 SGRE, line item on the Order to which the delivery makes reference, date and, where appropriate, any remarks and any other documentation referred to in the Order. It is 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 SGRE forthwith of any defect or non-conformity discovered.

供应商在交付货物时必须提供已正确填写的交货单, 并标注订单号、金额、SGRE 的物料号、交货所参考的订单上的行号、日期以及适当的备注和订单中提到的其他文件。供应商有责任 (i) 检查交货说明中注明的物料号和金额的准确性, 因为库存差异不能归咎于在交货时没有发现的文档错误; (ii) 检查物料, 并将发现的任何缺陷或不符合合同项立即通知 SGRE。

45. If at any time during the course of the Contract, SGRE wishes to vary the Services and/or Goods ordered, it shall notify Supplier and Supplier shall within seven (7) days provide a written statement of the amount by which it proposes such variation would increase or decrease (i) the dates, timescales or milestones, and (ii) the charges under the Contract, and such other information as SGRE may reasonably require. All such increases or decreases shall reflect that rates and prices used in the Contract (or where they are not relevant, shall reflect what is fair and reasonable). Supplier shall not refuse any reasonable variation requested by SGRE.

如果 SGRE 希望在合同过程中的任何时候更改所订购的服务和/或货物, 则应在七 (7) 天内通知供应商, 并且供应商应提供一份书面声明, 说明此提议将会引起金额的增加或减少 (i) 日期、时间表或里程碑, 和 (ii) 合同项下的费用, 以及 SGRE 可能合理要求的其他信息。所有这些增加或减少都应反映合同中使用的费率和价格 (或在无关的情况下, 应反映公平合理的费率和价格)。供应商不得拒绝 SGRE 要求的任何合理变更。

46. The implementation of any variation to the Services and/or Goods shall be subject to the written agreement of the Parties. Supplier shall not undertake any such variations unless specifically instructed to do so by SGRE.

对服务和/或货物的任何变更的实施均须经双方书面同意。 供应商不得进行任何此类变更, 除非 SGRE 特别指示这样做。

47. The quantities set out in the Order shall be adhered to and delivery shall not be completed until the agreed quantity has been delivered. Partly deliveries shall not be permitted unless SGRE has agreed to such in writing. SGRE reserves the right to return any excess quantities to Supplier at Supplier's expense, and in case of an insufficient quantity of Goods being supplied SGRE may insist on the delivery of the ordered quantity or terminate the Contract. Upon request Supplier shall reimburse SGRE for any costs incurred in relation hereto.

供应商应遵守订单中规定的数量, 在商定数量交付之前, 不得完成交货。除非 SGRE 以书面形式同意, 否则不得部分交货。SGRE 保留将任何多余数量退还给供应商的权利, 费用由供应商承担, 如果供应的货物数量不足, SGRE 可能会坚持交付订购的数量或终止合同。如有要求, 供应商应赔偿 SGRE 与本协议有关的任何费用。

48. Any Services of Supplier shall conform with the highest industry standards and with the use of qualified and trained personnel.

供应商的任何服务都应符合最高行业标准, 并使用合格且训练有素的人员。

RIGHTS OF USE

使用权

49. Supplier hereby grants SGRE under all applicable intellectual property rights and other rights the following non-exclusive, transferable, worldwide and perpetual rights:

供应商特此授予 SGRE 所有适用的知识产权以及以下其他权利, 非排他性、可转让、全球和永久权利:

49.1 to use the Goods and Services and any software comprised or included in the Goods and/or Services ("Software") including related documentation to integrate them into other products and to distribute them worldwide;

使用货物和服务以及包含在“货物和/或服务”(“软件”)中的任何软件, 包括将其集成到其他产品并在全球范围内分发的相关文档;

49.2 to use or allow others to use Software and its related documentation in connection with the installation, launch, testing and operation of the Software;

使用或允许他人使用与软件的安装、启动、测试和操作相关的软件及其相关文档;

49.3 to sublicense the right of use under section 49.2 above to affiliates, other distributors and end-customers;

根据上文第 49.2 条将使用权转授给关联公司、其他分销商和最终用户;

49.4 to license to affiliates and other distributors the right to sublicense the right of use under section 49.2 above to end-customers;

授权关联公司和其他分销商根据上文第 49.2 条将使用权转授给最终用户;

49.5 to use the Software for integration into other products and to copy the Software, or to allow affiliates or other distributors to use and copy the Software;

使用本软件集成到其他产品和复制本软件, 或允许关联公司或其他分销商使用和复制本软件;

49.6 to distribute, sell, hire out, lease, make ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;

分发、出售、出租、租赁、准备下载或公开提供本软件, 例如在应用程序服务提供或其他背景下, 并在所需范围内复制本软件, 但始终必须提供在任何时候使用的许可证不超过购买的许可证数量;

49.7 to sublicense the right of use under section 49.6 above to affiliates and other distributors.

根据上文第 49.6 节将使用权转授给关联公司和其他分销商。

50. In addition to the rights granted in section 49.4 above, SGRE, affiliates and other distributors are authorized to allow end-customers to transfer Software licenses.

除了上文第 49.4 节授予的权利外, SGRE、关联公司和其他分销商还有权允许最终用户转让软件许可证。

51. All sublicenses granted by SGRE must contain appropriate protection for the intellectual property rights of Supplier in the Software. All sublicenses must contain any contractual provisions used by SGRE to protect its own intellectual property rights.

SGRE 授予的所有再许可必须包含对供应商在软件中的知识产权的适当保护。所有转许可必须包含 SGRE 为保护其自身知识产权而使用的任何合同条款。

52. Supplier shall inform SGRE - at the latest at the time the Order is confirmed - whether the Goods and Services to be delivered contain "open source software".

供应商应通知 SGRE - 最晚在订单确认时 - 要交付的货物和服务是否包含“开放源代码软件”。

53. In the context of this provision "open source software" means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute such software. By means of example and without limitation, Open License Terms include the following licenses: the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License or the MIT License. Should the Goods and Services delivered by Supplier contain open source software, Supplier must deliver to SGRE at the latest at the time the Order is confirmed the following:

在本条范围内, “开放源代码软件”是指由其许可人根据许可或其他协议无需版税向任一用户提供的软件, 该用户有权修改和/或分发此类软件。例如, 但不限于: 开放许可条款包括以下许可证: GNU 通用公共许可证 (GPL)、GNU 小版 GPL (LGPL)、BSD 许可证、APACHE 许可证或 MIT 许可证。如果供应商交付的货物和服务包含开源软件, 供应商必须最晚在订单确认时将其交付至 SGRE:

(i) The source code of the relevant open source software, insofar as the applicable open source conditions require the disclosure of this source code

在适用的开放源代码软件要求披露源代码的情况下, 相关开放源代码软件的源代码

(ii) A schedule of all open source files used, indicating the relevant license and including a copy of the complete text of such license

所使用的所有开源文件的时间表, 说明相关许可证, 并包括该许可证全文的副本

(iii) A written declaration that through the intended use of the open source software neither the products of Supplier nor the Goods of SGRE will be subject to a "Copyleft Effect". In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of Supplier's products, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed.

书面声明, 通过预定使用开源软件, 供应商的产品和 SGRE 的货物都不受“公共版权效应”的约束。在本条款的范围内, “公共版权效应”是指开源许可的规定要求供应商的某些产品, 以及由此衍生的任何产品, 只能按照开源许可的条款进一步分发, 例如, 只有在源代码被披露的情况下。

54. Should Supplier not indicate until after receipt of the Order that its products and services contain open source software, without prejudice to SGRE's other rights and remedies, SGRE may terminate the Contract within 30 days of being notified or becoming aware of such information without cost (and shall be entitled to a full refund of any advance payments made).

如果供应商在收到订单后才表明其产品和服务包含开源软件, 但不影响 SGRE 的其他权利和补救措施的情况下, SGRE 可在接到通知或获悉后 30 天内终止合同, SGRE 不需支付任何费用, 并有权要求全额退还任何已支付的预付款。

WARRANTIES

保证

55. During the Warranty Period, Supplier represents and warrants: (i) that the Goods are: (a) fit for the intended purpose and for any special purpose as defined by SGRE to Supplier (b) free from any defects in design, workmanship, raw material or manufacturing; (c) in compliance with specifications, drawings, samples, quality, quantity and any other information or instruction specified in the Order and in any other information or instruction notified by SGRE; (d) new and unused; (e) compliant with any relevant 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 compliance with specifications and any other requirements specified in the Order and in any other information or instruction notified to 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 Supplier in its brochures, catalogues, sales materials and quality systems shall be binding.

在保证期内, 供应商声明并保证 (i) 货物是: (a) 适合预期目的和 SGRE 对供应商定义的任何特殊目的, (b) 在设计、工艺、原材料或制造方面不存在任何缺陷, (c) 符合订单中任一资料或指示所指明的规格、图纸、样品、质量、数量及任何其它 SGRE 通知的资料或指示; (d) 全新并未使用; (e) 遵守交付时有效并适用的任何相关国家和国际立法, 特别是与安全及环境有关的立法; 且/或 (ii) 提供的服务: (a) 符合订单和通知供应商的任何其他信息或指示中规定的规格和任何其他要求; (b) 由受过训练和有经验的人员正确和努力地提供; (c) 符合现行国家和国际立法。供应商在其宣传册、目录、销售材料和质量体系中所作出的所有声明和保证均具有约束力。

56. "Warranty Period" shall be:

"保证期"为:

56.1 For Goods intended to be used in onshore turbines and/or for Services, the warranty period shall be 30 months from the time of delivery or 24 months from take-over of the relevant wind turbine, whichever is earlier.

对于将用于陆上风机和服务的货物, 保证期为交货后 30 个月或所用于的风力发电机接收后 24 个月, 以较早者为准。

56.2 For Goods intended to be used in offshore turbines, the warranty period shall be 72 months from the time of delivery of the Goods and/or Services or 60 months from take-over of the relevant wind turbine, whichever is earlier.

将用于海上风机的货物的保证期为货物和服务交付之日起 72 个月, 或所用于的风力发电机接收后 60 个月, 以较早者为准。

56.3 If it is unclear if Goods are intended to be used in onshore or offshore turbines, the warranty period for such Goods shall be 72 months from the time of delivery of the Goods and/or Services or 60 months from take-over of the relevant wind turbine, whichever is earlier

如果不清楚货物是打算用于陆上或海上涡轮机, 此类货物的保证期为货物和/或服务交付后 72 个月或所用于的风力发电机接收后 60 个月, 以较早者为准

57. If SGRE discovers a defect in the Goods before the Goods have left the production facility of SGRE as part of a turbine, then SGRE shall be entitled to return the defective Goods to Supplier at the cost of Supplier and Supplier shall issue a credit note to SGRE in respect of the defective Goods. The method of return of the defective Goods shall be agreed by the Parties on a case-by-case basis. In case of failure to agree, SGRE may invoice Supplier for the cost of returning the Goods.

如果 SGRE 在货物作为风机的一部分离开 SGRE 生产设施之前发现货物有缺陷, 则 SGRE 有权将有缺陷的货物退回供应商并由供应商承担费用, 供应商应就有缺陷的货物向 SGRE 开出红票。双方应逐案商定针对缺陷货物的退货方法。在未能达成一致的情况下, SGRE 可能会向供应商开具退货费用发票。

58. Until proven to the contrary, during the entire Warranty Period it shall be assumed that any deficiency existed at the time of the transfer of risk. SGRE is free to evidence deficiencies in the Goods in any manner, including providing photographic pictures to Supplier.

除非有相关证明, 在整个保证期内, 任何缺陷应视为在风险转移时已经存在。SGRE 可以以任何方式证明货物存在各种缺陷, 包括向供应商提供照片。

59. SGRE reserves the right to retain any payment in whole or in part until, (i) Supplier has completely fulfilled its duty to rectify the deficiency or deliver replacement Goods in accordance with the Contract, or (ii) the Parties have agreed on other alternative measures in writing.

SGRE 保留全部或部分付款的权利, 直到 (一) 供应商按照合同完全履行了纠正缺陷或交付替代货物的义务, 或 (二) 双方以书面形式就其他替代办法达成一致意见。

60. If any defects arise during the Warranty Period Supplier must – as instructed by SGRE – either remedy or replace as soon as possible. If remedy or repair is not performed within a reasonable time, SGRE may choose: (i) to terminate the Contract; or (ii) remedy/replace the defective Goods itself or have it corrected by a third party and Supplier shall be liable for all costs related thereto. The warranties and remedies provided for in this section shall be in addition to the right of SGRE to claim compensation for loss, damage and costs and to those rights implied by or available at law.

如果在保证期内出现任何缺陷, 供应商必须按照 SGRE 的指示, 尽快进行补救或更换。如果在合理的时间没有进行补救或修复, SGRE 可以选择: (i) 终止合同; 或 (ii) 重新更换有缺陷的货物或由第三方对其进行修复, 供应商应承担与之相关的所有费用。本节规定的保证和补救措施应补充 SGRE 就损失、损害和费用要求赔偿的权利以及法律默认或法律规定的权利。

61. Any repaired Goods shall be under warranty during a period of 24 months from the date of repair or until the end of the remaining Warranty Period, whichever occurs latest. For any redelivered Goods the Warranty Period shall start anew. The Warranty Period shall be extended for the period during which the Goods cannot be used to the full extent as a result of the defect.

任何维修货物的保证期应自维修之日起 24 个月内或剩余保证期 (以后到者为准)。对于任何重新交付的货物, 保证期应重新开始。保证期应延长至货物因缺陷而无法全部使用的期限。

62. Supplier hereby declares that it agrees to accept any complaints of SGRE within the warranty period as being made within time without any need to comply with a deadline in relation to complaints. This shall apply in relation to any deficiencies discovered during inspection upon receipt or acceptance as well as in relation to any hidden deficiencies. SGRE shall endeavor, however, to notify any deficiencies to Supplier as soon as possible after detection.

供应商在此声明, 它同意接受 SGRE 在保证期内提出的任何诉求, 且对该等诉求的提出时间没有截止期限。上述要求适用于在接收或验收时检查中发现的任何缺陷, 以及任何潜在缺陷。但是, SGRE 应在发现缺陷后尽快通知供应商。

PRODUCT LIABILITY

产品责任

63. If any alleged or actual claim or action is taken against, or threatened to be taken against, SGRE by any third parties based on domestic or foreign product liability law in connection with the Goods and/or Services, SGRE shall notify Supplier of such. Supplier shall indemnify SGRE in full against any claims, liabilities, actions, damages, losses, costs and/or expenses (including lawyers and court costs), sustained by SGRE as a result of any such actual or threatened action.

如果第三方根据与货物和/或服务有关的国内或外国产品责任法对 SGRE 提出或威胁对 SGRE 提出任何声称或实际的索赔或行动, SGRE 应将此类情况通知供应商。对于 SGRE 因任何此类实际或威胁的行为而遭受的任何索赔、责任、诉讼、损害、损失、成本和费用 (包括律师和法庭费用), 供应商应全额赔偿 SGRE。

64. In addition, Supplier shall be liable to SGRE for all costs incurred by SGRE as a result of measures SGRE reasonably takes in order to prevent any risk, such as but not limited to issuing safety warnings or precautionary recall actions of a defective product. Any costs for the determination of the risk (in particular expert costs) as well as SGRE's internal administration and processing costs of SGRE shall be borne by Supplier.

此外, 供应商应承担 SGRE 因 SGRE 为防止任何风险而采取的合理措施所产生的所有费用, 例如但不限于发布安全警告或对有缺陷的产品采取预防召回行动。确定风险的任何费用 (特别是专家费用) 以及 SGRE 的内部管理和处理费用, 都应由供应商承担。

INSURANCE

保险

65. Supplier shall take out and maintain an insurance policy required pursuant to the applicable legislation and good practice, as well as those required pursuant to the Contract. In any event, Supplier shall be sufficiently insured against the damages resulting from its activities and Goods. The minimum coverage of such insurance shall be 2,500,000 Euros per event and 5,000,000 Euros in the aggregate (or equivalent amount in ordering entity local currency), unless otherwise agreed. At the SGRE's request, Supplier shall provide a certificate of the insurance policy and the receipt of payment of the corresponding premium.

供应商应按照适用法规、良好惯例以及合同的要求办理并维持相应保险。在任何情况下, 供应商都应为其行为和货物造成的损害充分投保。除非另有约定, 此类保险的最低保险范围应为每批次 2,500.00 欧元, 且总金额 5,000.00 欧元 (或订单实体当地货币的等值金额)。供应商应根据 SGRE 的要求提供保险单证明和相应保费的付款收据。

CONFIDENTIALITY

保密条款

66. Any technical, economic or commercial information regarding SGRE or its customers, which may become known to Supplier as a consequence of the Contract including the terms of the same, is of a confidential nature. Supplier undertakes to keep all information confidential and secure and not use it (except to perform the Contract) or make it available to third parties, except to the extent it is (i) already general knowledge or (ii) lawfully obtained by Supplier from another source without a duty of confidence.

供应商因合同 (包括其条款) 而知悉的任何有关 SGRE 或其客户的技术、经济或商业信息都应作为保密信息。供应商承诺对所有信息予以保密及保证信息安全, 不使用这些信息 (履行本合同除外) 或披露给第三方, 但下述信息除外: (i) 已经为公众所知悉或 (ii) 供应商从其他来源合法获得的信息。

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

供应商只有在为实现合同的目的且绝对必要的情况下, 才应将机密信息披露给其员工, 供应商保证在任何情况下其员工都应遵守前款所规定的保密义务。

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

合同终止时, 供应商应根据 SGRE 的书面请求, 销毁或移交所产生的所有文件, 不得保留该文件的部分或全部副本。

69. The confidentiality obligations shall not apply to copies of electronically exchanged confidential information made as a matter of routine information technology backup and to confidential information or copies thereof which must be stored by the receiving Party's or its affiliates according to provisions of mandatory law or to the receiving Party's and its affiliates' internal compliance guidelines, provided that such confidential information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein until returned and/or destroyed, as the case may be.

保密义务不适用于作为例行信息技术备份而以电子方式交换的机密资料的副本, 也不适用于接收方根据强制性法律的规定或接收方及其关联方的内部合规指南而必须储存的机密信息或其副本, 在这种情况下, 接受方或其关联方必须根据本协议规定的条款和条件遵守无限期保密的规定, 直至保密信息退还和/或销毁 (视情况而定)。

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

本条款在合同期满或终止后的五年内仍然有效。

71. At SGRE's request, Supplier shall provide SGRE 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 SGRE. The above shall be negotiated on a case-by-case basis whenever the information requested contains industrial secrets or core know-how of Supplier. SGRE shall keep the information supplied confidential in line with the provisions of this section.

应 SGRE 的要求, 供应商应向 SGRE 提供有关货物和设备的技术信息供 SGRE 评价或审批, 包括 (但不限于) 制造设备或工具的建设图纸及其评估的技术规范。当需要的信息包含供应商的工业秘密或核心专有技术时, 奉行一事一议的原则。SGRE 应严格按照本条款的规定对所提供的信息保密。

INTELLECTUAL PROPERTY RIGHTS AND LIABILITY FOR INFRINGEMENTS

知识产权和侵权责任

72. Supplier represents and warrants that use by SGRE of the Goods and/or the Services will not infringe any third party's IPR.

供应商声明并保证 SGRE 对货物和/或服务的使用不会侵犯任何第三方的知识产权。

73. All technologies, processes, methods, formulas, 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 SGRE to Supplier to enable the fulfillment by the latter of the Order, or whether developed by Supplier by virtue of the Order, shall maintain at all times their confidential nature and shall remain the exclusive property of SGRE. Supplier hereby assigns and agrees to assign all IPR in work carried out under the Contract to SGRE absolutely. Any future-assignable IPR shall vest in SGRE on creation.

所有技术、工艺、方法、配方、设计、规格、专利、品牌、服务品牌、版权、设计权、发明、工业秘密、专有技术、涉及知识产权和工业产权的信息以及任何其他保密信息 (包括但不限于任何改进或改造以及因之产生的作品) (以下简称 "知识产权和工业产权"), 无论是 SGRE 提供给供应商, 使后者能够履行订单, 或供应商根据订单开发的, 应始终保持其保密信息性质, 都属于 SGRE 的专属财产。供应商特此同意将根据合同的工作中的所有知识产权绝对转让给 SGRE。任何未来可转让的知识产权应在产生时即属于 SGRE 所有。

74. Supplier warrants 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 Contract for any other purpose than the strict fulfillment of the same. Supplier further warrants 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 SGRE and that, should this occur, such supply shall be considered a behavior objectively contrary to commercial good faith demands, an improper advantage of third party's effort and a flagrant violation of industrial/commercial secrets. The warranties and remedies provided in such legislation shall be without prejudice to any other legal rights which may correspond to SGRE in law.

供应商保证, 除严格履行知识产权和工业产权的规定之外, 不得将因执行合同而收到和开发的知识产权和工业产权或任何其他保密信息用于任何其他目的。供应商进一步保证, 未经 SGRE 事先书面同意, 不会将知识产权和工业产权用于向第三方提供任何货物或服务; 若有违反, 该行为应被视为违背诚实信用要求, 对他人成果的不正当的获利和公然侵犯工业商业秘密。前述立法中提供的保证和补救措施并不影响 SGRE 合法享受的其他法律权利。

75. If there is any third party rights infringement Supplier will at its expense either procure the necessary licenses or approvals for SGRE to be lawfully entitled to use the infringing equipment, material or process, or replace or modify such infringing equipment, material or process so that it

becomes non-infringing. Supplier shall indemnify and hold harmless SGRE against all damages, expenses, loss or other financial obligations or claims brought by any person arising directly or indirectly from the alleged infringement by Supplier of patent, trademark, copyright or other intellectual property rights of third parties in respect of the manufacture and supply of the Goods.

如果有任何对第三方的侵权行为, 供应商需自费获得必要的许可证或批准, 使 SGRE 合法使用侵权设备、材料或工艺, 或更换或改造此类侵权设备、材料或过程, 使其不再侵权。供应商应对任何人因声称的供应商侵犯第三方的专利、商标、版权或其他产品而直接或间接承担的所有损害、费用、损失或其他财务义务或索赔进行赔偿并使 SGRE 在制造和供应货物中使用知识产权时免受损害。

ASSIGNMENT AND/OR SUBCONTRACTING

转让和分包

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

未经 SGRE 事先书面同意 (特别是由 SGRE 发票产生的所有权利), 供应商不得将本合同项下的任何权利和义务分派、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所有权利转让给第三方。无论是由供应商还是由授权的分包商执行的, 供应商的与合同有关的责任都应保持不变。

77. SGRE is hereby expressly authorized by Supplier to assign to any company of its group all or part of its rights and obligations in a Contract.

SGRE 在此得到供应商明确授权, SGRE 可将其在合同中的全部或部分权利和义务转让给集团下任一公司。

78. Any assignment of claims existing in relation to SGRE as well as any set-off of counterclaims is not permitted.

不允许转让与 SGRE 有关的任何现有债权以及任何抵消反诉的规定。

FORCE MAJEURE

不可抗力

79. Neither Party shall be responsible for failure to perform its obligations under the Contract if such failure solely results from a Force Majeure Event.

如果未能履行合同规定的义务完全是由不可抗力事件造成的, 任何一方均不对其不履行合同义务负责。

80. "Force Majeure Event" shall mean the occurrence of an event or condition that is beyond a Party's reasonable control and which cannot reasonably be foreseen including natural disasters or catastrophic events such as epidemics, nuclear accidents, fire, flood, typhoons or earthquakes, war, riots, sabotage or revolutions, but not strikes or lockouts of Supplier's or its subcontractor's personnel.

"不可抗力事件" 是指发生超出一方合理控制范围的事件或情况, 无法合理预见的事件或条件, 包括自然灾害或灾难性事件, 如流行病、核事故、火灾、洪水、台风或地震、战争、暴乱、破坏或革命, 但不包括罢工或供应商及其分包商人员的停工。

81. The Parties shall notify each other in writing within 24 (twenty four) hours of the occurrence of any Force Majeure Event. Costs and expenses incurred by a Party by reason of a Force Majeure Event shall be borne by that Party.

双方应在任何不可抗力事件发生后 24 (二十四) 小时内书面通知对方。一方因不可抗力事件而产生的费用和开支应由该方承担。

82. Each Party shall mitigate the effect of such Force Majeure Events on its performance obligation under this Contract. Relief granted to each other shall generally be limited to an extension of the time of performance to the extent caused by the Force Majeure Event.

双方应减轻此类不可抗力事件对其履行本合同义务的影响。一方给予另一方的救济一般限于在不可抗力事件造成的影响范围内延长履行期限。

83. If any Force Majeure Event continues for more than 90 (ninety) days in the aggregate, Customer shall have the right, but not the obligation, to terminate this Contract and respective Orders covered under this Contract.

如果任何不可抗力事件总共持续 90 天以上, 客户有权 (但没有义务) 终止本合同和本合同所涵盖的相应订单。

NULLITY

无效

84. If 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.

如果合同或本通用采购条款的任何条款被完全或部分宣布为无效、失效或不可执行, 则这种无效、失效或不可执行部分不影响其他约定条款的效力, 这些条款应继续有效。

CODE OF CONDUCT FOR SIEMENS GAMESA RENEWABLE ENERGY, SECURITY IN THE SUPPLY CHAIN

西门子歌美飒可再生能源公司供应链安全行为守则

85. Supplier is obliged to comply with the laws of the applicable legal system(s) and comply with SGRE's "Code of Conduct" (section 86 of these General Purchasing Conditions). This Code of Conduct defines the basic requirements placed on SGRE's suppliers and third party intermediaries concerning their responsibilities towards their stakeholders and the environment. SGRE reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the SGRE Compliance Program. In such event SGRE expects Supplier to accept such reasonable changes.

供应商有义务遵守适用的法律制度, 并遵守 SGRE 的 "行为守则" (本通用采购条款第 86 条)。本行为守则规定了 SGRE 供应商和第三方中介对其对利益相关者和环境的责任的基本要求。SGRE 保留因 SGRE 合规计划的更改而合理更改本行为守则要求的权利。在这种情况下, SGRE 希望供应商接受此类合理的更改。

86. Supplier and/or third party intermediary declares herewith:

供应商和/或第三方中介公司在此声明

HUMAN RIGHTS:

人权

- Respect the protection of internationally proclaimed human rights and avoid complicity with human rights abuses.

尊重对国际公认的人权的保护, 避免与侵犯人权行为共谋。

Non-discrimination

不歧视

- Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.

拒绝容忍对个人的任何不可接受的待遇, 如精神虐待、性骚扰或歧视, 包括性、胁迫、威胁、辱骂或剥削性的手势、语言和身体接触。

- Promote equal opportunities and treatment of employees, irrespective of skin color, race, nationality, ethnicity, political affiliation, social background, disabilities, sexual orientation, marital status, religious conviction, gender or age.

促进雇员的平等机会和待遇, 不分肤色、种族、国籍、族裔、政治派别、社会背景、残疾、性取向、婚姻状况、宗教信仰、性别或年龄。

Respect for Cultures & Communities

尊重文化和社群

- Help foster economic and social development of local communities and ensure full respect for the human rights, dignity, aspirations, culture, and natural resource-based livelihoods in areas in which operations are made.

帮助促进当地社区的经济和社会发展, 并确保在开展业务的地区充分尊重人权、尊严、愿望、文化和以自然资源为基础的生计。

FAIR OPERATING PRACTICES:

公平运营实践

Legal Compliance

法律合规性

- Comply with the laws of the applicable legal systems.

遵守适用法律制度的法律

Anti-corruption and bribery

反腐败和贿赂

- Maintain zero tolerance for any form of corruption, extortion or bribery.

对任何形式的腐败、勒索或贿赂保持零容忍。

- Forgo directly or indirectly offering or granting and requesting or accepting anything of value to government officials or to a counterparty in the private sector with intentions to influence official action or obtain an improper advantage.

放弃直接或间接向政府官员或私营部门的交易对手提供、给予、请求或接受任何有价值的东西, 意图影响官方行动或获得不正当利益。

- Act in accordance with national and international competition laws and refrain from participating in price fixing, market or customer allocation, market sharing or bid rigging with competitors.

根据国家和国际竞争法行事, 不参与定价、市场或客户分配、市场共享或与竞争对手操纵投标。

- Avoid all conflicts of interest that may adversely influence business relationships.

避免所有可能对业务关系产生不利影响的利益冲突。

Fair Treatment and Supply Chain

公平待遇和供应链

- Respect the intellectual property rights of others.

尊重他人的知识产权。

- Notify and promote using reasonable efforts among its suppliers compliance with this Code of Conduct.

在供应商之间通过合理的努力通知和促进遵守本行为准则。

- Comply with the principles of non-discrimination with regard to supplier selection and treatment.

在供应商选择和待遇方面遵守不歧视原则。

LABOR PRACTICES:

劳动力实践

Prohibition of Forced Labor

禁止强迫劳动

- Avoid all forms of forced and compulsory labor and refuse to employ or make anyone work against their will.

避免一切形式的强迫和强制劳动, 拒绝雇用或让任何人违背自己的意愿工作。

Prohibition of Child Labor

禁止童工

- Employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14. Do not employ workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.

Occupational Health & Safety

职业健康与安全

- Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.

按照适用的职业健康和安全法定和国际标准行事, 并提供安全的工作条件。

- Establish a reasonable occupational health & safety management system¹.

建立合理的职业健康安全管理体系。

- Provide training to ensure employees are educated in health & safety issues and have the right to refuse unsafe work.

提供培训, 确保员工接受健康和安全问题方面的教育, 并有权拒绝不安全的工作。

Basic Human Rights, Working Hours, Wages & Benefits of employees

基本人权、工作时间、雇员的工资和福利

- Respect the personal dignity, privacy and rights of each individual.

尊重每个人的个人尊严、隐私和权利。

- Comply with the maximum number of working hours outlined in the applicable laws.

遵守适用法律中规定的最长工作时间。

- Provide fair remuneration and guarantee the applicable national statutory minimum wage. 提供公平的薪酬, 并保证适用的国家法定最低工资。
- Recognize, as far as legally possible, the right of free association and collective bargaining. Neither favor nor discriminate against members of employee organizations or trade unions. 在法律允许的范围内, 尽可能承认自由结社和集体谈判的权利。既不偏袒也不歧视雇员组织或工会的成员。

ENVIRONMENTAL PROTECTION:

环保

- Act in accordance with the applicable statutory and international standards regarding the environment. 按照适用的环境法规和国际标准行事。
- Establish a reasonable environmental management system'. 建立合理的环境管理体系'。

Conflict Minerals

冲突

- Take reasonable efforts to avoid in its products the use of raw materials which directly or indirectly finance armed groups who violate human rights. 作出合理努力, 避免在其产品中使用直接或间接资助侵犯人权的武装团体的原材料。

87. SGRE reserves the right to require any information and/or make any inspection it deems appropriate in order to guarantee the compliance of the Code of Conduct by Supplier. In addition to other rights and remedies SGRE may have, SGRE may terminate the Contract and/or any Order issued thereunder in case of breach of the obligations under this Code of Conduct section by Supplier. However, provided that Supplier's breach of Contract is capable of remedy, SGRE's right to terminate is subject to the provision that such breach has not been remedied by Supplier within a reasonable grace period set by SGRE.

SGRE 保留要求提供任何信息和/或进行其认为适当的任何检查的权利, 以保证供应商遵守《行为准则》。除了 SGRE 可能拥有的其他权利和补救办法外, SGRE 还可以在供应商违反本行为准则部分规定的义务的情况下终止合同和根据合同发出的任何订单。但是, 如果供应商违反合同能够得到补救, SGRE 终止合同的权利仅在供应商未在 SGRE 规定的合理宽限期内对此类违约行为进行补救时行使。

88. Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO (world customs organization) SAFE Framework of Standards (e.g. AEO, C-TPAT). Supplier shall protect the Goods and Services provided to SGRE or provided to third parties designated by SGRE against unauthorized access and manipulation. Supplier shall only deploy reliable personnel for those Goods and Services and shall obligate any sub-suppliers to take equivalent security measures.

供应商应提供必要的组织指示并采取保护措施, 特别是在以下安全方面: 场所安全、包装和运输、商业伙伴、人事和信息-根据基于 WCO(世界海关组织) SAFE 标准框架(如 AEO、C-TPAT)的各项国际公认举措的要求, 保障供应链的安全。供应商应保护提供给 SGRE 或提供给 SGRE 指定的第三方的货物和服务, 防止未经授权人员的访问和操纵。供应商应为这些货物和服务部署可靠的人员, 并应责成任何于供应商采取同等的保护措施。

ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE, DANGEROUS GOODS

环境保护、宣布危险货物的义务

89. If Supplier deliver Goods containing substances of which are set out in the so-called "Siemens Gamesa Renewable Energy List of Declarable Substances" applicable at the time of the Order or which are, however, subject to statutory-imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), Supplier shall declare such substances and provide information as requested in the "substance declaration form" or in the web database BOMcheck (www.BOMcheck.net) or in a reasonable format provided by SGRE no later than the date of first delivery of Goods. With respect to statutory imposed substance restrictions the foregoing shall only apply with respect to laws which are applicable at the registered seat of Supplier or SGRE or at the designated place of delivery requested by SGRE.

如果供应商交付的货物中含有在订单时适用的所谓"西门子歌美飒再生能源申报物质清单"中列出的物质, 或但须受法定物质的约束限制和/或信息要求(例如 REACH、RoHS), 供应商应在首次交付货物之前, 在"物质申报表"或 BOMcheck (www.BOMcheck.net) 的网络数据库中或以 SGRE 提供的合理格式申报和提供所要求的信息。对于法定的物质限制, 上述限制仅适用于供应商或 SGRE 注册所在地或 SGRE 要求的指定交货地点的法律。

90. Supplier shall provide to SGRE in writing all data, instructions and warnings as are required to comply with all applicable laws relating to health, safety and the environment in relation to the Goods and/or Services.

供应商应以书面形式向 SGRE 提供遵守与货物和/或服务有关的所有健康、安全和环境相关的适用法律所需的所有数据、指示和警告。

91. All notices required or permitted under the provisions of these GPC or by law to be served upon or to be given to any third party, must be in writing and in the English language and shall be deemed duly served or given i) on the date of service if served personally or sent electronically, or ii) on the seventh day after the service is sent via courier service to the address of SGRE.

本《通用采购条款》的规定或法律规定要求或允许向任何第三方送达的所有通知, 必须是书面的, 使用英文, 并应被视为正式送达或给予 i) 在服务的日期, 如果亲自或以电子方式发送, 或 ii) 在服务通过快递服务发送到 SGRE 的地址的第七天。

EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS

出口管制及对外贸易数据条例

92. Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). Supplier shall advise SGRE in writing within two weeks of receipt of the Order - and in case of any changes without undue delay - of any information and data required by SGRE to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

供应商应遵守所有适用的出口管制、海关和外贸条例("外贸条例")。供应商应在收到订单或即时的变更(如有)后两周内, 在进出口和再出口的情况下, 应将 SGRE 为遵守所有外贸条例所要求的任何信息和数据书面通知 SGRE, 包括但不限于:

(i) All applicable export list numbers, including the local valid Export Control Classification Number in the exporting country (e.g. AL number in Germany) as well as Export Control Classification Number (ECCN) according to the U.S. Commerce Control List; and

所有适用的出口清单编号, 包括出口国当地有效出口管制分类编号(例如德国的 AL 编号), 以及根据美国商业管制清单提供的出口管制分类编号(ECCN);和

(ii) the 8 digit statistical commodity code according to the current commodity classification for foreign trade statistics; and

根据目前外贸统计商品分类的 8 位统计商品代码;和

(iii) the country of origin (non-preferential origin); and - upon request of SGRE- Supplier's long term declaration of preferential origin (in case of European suppliers) or preferential certificates or invoice declarations (in case of non-European suppliers).

原产国(非优惠原产地);并根据 SGRE 的要求-供应商的长期优惠原产地声明(欧洲供应商)或优惠证书或发票声明(非欧洲供应商)。

93. Supplier shall be liable for any expenses and/or damages incurred by SGRE due to any breach of the obligations according to section 84.

供应商应对 SGRE 因违反第 84 条规定的义务而产生的任何费用和/或损害负责。

RESERVATION CLAUSE

保留条款

94. SGRE's obligations under the Contract are subject to the provision that the fulfillment is not prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

SGRE 根据合同承担的义务时以该履行行为未被国家或国际外贸或海关要求或任何禁运或其他制裁所阻止为前提条件。

SUPPLEMENTARY PROVISIONS

补充规定

95. Insofar as the provisions of these GPC do not regulate certain matters, relevant statutory provisions shall apply.

如果本《通用采购条款》未规定相关事宜, 则应适用有关的法律条文。

REGULATION, HEALTH AND SAFETY

监管、健康和安全

96. Supplier shall comply with all Applicable Laws relating to health and safety and use its best endeavors to (a) minimize and if possible eliminate hazards for the health and safety of the personnel employed by Supplier and Supplier's direct or indirect subcontractors for the performance of the Services ("Personnel") and (b) to ensure that no persons who are on the work site, including Personnel, SGRE's personnel and visitors, suffer any injury. Supplier shall (i) comply with all SGRE's (and/or the site owner's) procedures, policies and requirements, and revisions thereof, notified to Supplier from time to time and (ii) prior to attending any familiarize itself with the same.

供应商应遵守与健康和安全相关的所有适用法律, 并尽最大努力: (a) 尽量减少并在可能的情况下消除对供应商和供应商直接或间接雇用的人员的健康和安全的危害为履行服务("人员")和 (b) 服务而提供的分包商, 以确保在工作地点的任何人, 包括人员、SGRE 人员和访客, 不受任何伤害。供应商应(i)遵守所有 SGRE(和/或网站所有者)的程序、政策和要求及其修订, 不时通知供应商, (ii) 在参加之前熟悉这些程序、政策和要求。

96.1 Before the commencement of the Services, Supplier shall provide SGRE a written risk assessment that (a) analyzes all potential hazards for the health and safety of the Personnel arising out of the Services and (b) determines measures to minimize and if possible eliminate such hazards.

在服务开始之前, 供应商应向 SGRE 提供书面风险评估, 说明 (a) 分析服务对人员健康和安全的潜在危害, (b) 可能的情况下采取措施, 尽量消除和减少此类危害。

96.2 Supplier shall ensure that all Personnel (a) are competent to undertake the work by reason of training and/or experience (and the Contractor shall provide documentary evidence of such experience and training, if requested), and (b) take part in any SGRE site-specific safety training and receive the appropriate personal protection equipment before starting work on the site. Supplier shall ensure that the Personnel make use of the personal protection equipment in the appropriate manner and that such equipment is maintained in good working order at all times.

供应商应确保所有人员 (a) 都有能力以培训和/或经验的方式从事这项工作(承包商应根据要求提供这种经验和培训的书面证据), (b) 参加任何 SGRE 特定地点的安全培训, 并在开始在现场施工前接受适当的个人防护设备。供应商应确保人员以适当的方式使用个人防护设备, 并确保这些设备在任何时候都保持良好的工作状态。

96.3 SGRE reserves the right, at its sole discretion, to bar any Personnel from the site and/or to suspend the execution of the Services for security, health and safety reasons, at any time without any liability.

SGRE 保留自行决定禁止任何人员进入现场和/或出于安全、健康和安全原因暂停执行服务的权利, 无需承担任何责任。

96.4 Supplier shall appoint a competent person as its representative for environmental, health and safety ("Supplier EHS Representative") and shall ensure that the Supplier EHS Representative takes part in safety discussions arranged by SGRE from time to time.

供应商应指定一名主管人员作为其环境、健康和安全的代表("供应商 EHS 代表"), 并确保供应商 EHS 代表不时参加 SGRE 安排的安全讨论。

96.5 Supplier shall regularly monitor compliance with statutory and contractual health and safety provisions by performing safety tours on the site of Supplier's works. In due time before a safety tour, Supplier shall invite SGRE to participate. If Supplier discovers non-compliance with health and safety provisions, it shall restore compliance without undue delay and advise SGRE of findings and of the status of the corrective actions.

供应商应通过在供应商的工作现场进行安全检查, 定期监测法规和合同健康和安全的遵守情况。在安全旅游前的适当时间, 供应商应邀请 SGRE 参加。如果供应商发现不遵守健康和安全管理规定, 应毫不拖延地恢复合规, 并将发现和纠正措施的状态通知 SGRE。

96.6 Upon SGRE's request, Supplier shall promptly grant SGRE access to all documents related to health and safety connected with the Services.

应 SGRE 的要求, 供应商应立即允许 SGRE 访问与服务相关的所有与健康和安全相关的文档

- 96.7 If any incident occurs in connection with the Services leading to (a) the death of any person, (b) a major or severe injury to any person, (c) injury to any person involving one or more days of incapacity, or (d) more than three workers being brought to hospital, or if Supplier becomes aware of any event or circumstances in connection with the Services which could have caused any of the events described in (a), (b), (c) or (d), Supplier shall immediately inform SGRE and shall, without undue delay, (i) execute a root cause analysis of the incident, (ii) determine appropriate measures to exclude similar incidents in the future, (iii) define time periods for the measures to be implemented and (iv) provide SGRE with a written report containing sufficient detail on the root cause, the measures determined and the time periods defined. Supplier shall support any additional investigation conducted by SGRE.

如果与服务有关的任何事件导致: (a) 任何人死亡, (b) 对任何人的重大或严重伤害, (c) 对任何人的伤害, 涉及一次或多天的丧失工作能力, 或 (d) 超过三名工人被送往医院, 或如果供应商知道与服务有关的任何事件或情况, 而这些事件或情况可能导致 (a)、(b)、(c) 或 (d) 所述的任何事件, 供应商应立即通知 SGRE, 并应毫不拖延地对 (i) 事件进行根本原因分析, (ii) 确定适当措施, 以排除今后发生类似事件, (iii) 确定实施措施的期限, (iv) 向 SGRE 提供一份书面报告, 其中载有关于根本原因、确定的措施和确定的时间段的充分细节。供应商应支持 SGRE 进行的任何额外调查。

- 96.8 If SGRE produces an environmental health and safety document for the site ("EHS Plan") SGRE will provide Supplier with a copy of the EHS Plan. Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the EHS Plan which SGRE may produce as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors contracted to perform the Services commit themselves to the EHS Plan and its updates.

如果 SGRE 为现场生成环境健康和安全管理文件 (以下 "EHS 计划"), SGRE 将向供应商提供 EHS 计划的副本。供应商应以书面形式确认收到, 并遵守其中所载的规定。SGRE 可能在其认为必要时提出的 EHS 计划的更新也适用于此。供应商应确保其签约履行服务的直接和间接分包商对 EHS 计划及其更新作出承诺。

- 96.9 In addition to any other rights SGRE may have, in the event of Supplier's material or repeated failure to comply with the statutory or contractual health and safety provisions, including the provisions of this clause 96 and the provisions of the EHS Plan, after providing Supplier with a reasonable time period within which to remedy the failure, SGRE may terminate this Agreement without any liability whatsoever.

在供应商的材料或一再不遵守法定或合同健康和安全管理规定, 包括本第 96 条的规定和 EHS 计划规定的规定的情况下, 除了 SGRE 可能享有的任何其他权利外, SGRE 可以在为供应商提供合理的时间来纠正错误后终止本协议而不承担任何责任。

TERMINATION

终止合同

97. SGRE may terminate this Contract with immediate effect by notice in writing to Supplier if:

SGRE 可在以下情况下立即以书面形式通知供应商终止本合同:

- 97.1 Supplier is in breach and, in the case of breach capable of remedy, fails to remedy the breach as soon as reasonably possible and in any event within fourteen (14) days of being asked to do so in writing. If a breach cannot be remedied, SGRE may terminate the Contract immediately;

供应商违约, 或在违约后未能在合理的可能范围内尽快纠正或未能在被书面告知的 14 天内纠正违约行为。如果未能纠正违约行为, SGRE 可以立即终止合同;

- 97.2 Supplier is unable to pay its debts as they become due, ceases or threatens to cease business, or commits an act of insolvency/bankruptcy, or it or a third party takes action for it to go into liquidation unless this is to reconstruct or merge the company, or if an administrator, administrative receiver, receiver or manager is appointed of any part of its business, or if anything analogous to any of those events occurs in any jurisdiction;

供应商无法偿还到期债务、停止营业或威胁停止营业, 或实施破产行为, 或者供应商或第三方采取行动进行清算 (除非这是为了重建或合并公司) 或如管理人、行政接管人、接管人或经理被委任为其业务的任何部分, 或发生在任一司法管辖区的任一类似事件;

- 97.3 in the reasonable opinion of SGRE there occurs a material change in the financial position of Supplier which is likely to affect its ability to perform its obligations under the Contract; or

SGRE 有合理理由认为供应商的财务状况发生了重大变化, 且该等变化可能会影响其履行合同义务的能力; 或

- 97.4 there is a change in control of Supplier which in the reasonable opinion of SGRE adversely affects the position, rights or interests of SGRE.

供应商的控制权发生了变化, SGRE 有合理理由认为 这对 SGRE 的地位、权利或利益产生了不利影响。

98. SGRE may terminate this Contract at any time for convenience by notice in writing.

为方便起见, SGRE 可随时以书面通知终止本合同。

99. On termination of the Contract, SGRE shall be entitled to have delivered to it all finished Goods manufactured by Supplier, and all work in progress, at the date of termination. If termination is affected pursuant to clauses 97.3 or 97.4 or 98, SGRE shall reimburse Supplier the price of all such finished Goods and a fair and reasonable sum in respect of all such work in progress. This shall be Supplier's sole and exclusive remedy in the event of termination of the Contract pursuant to those clauses.

合同终止时, SGRE 拥有在合同终止之日供应商向其交付的供应商生产的所有成品和所有在建工程所有权。如果根据第 97.3、97.4 或 98 的规定的合同终止受到影响, SGRE 应向供应商偿还所有此类成品的价格以及所有正在进行的此类工程的公平合理的金额。这是供应商在合同根据上述条款终止的情况下唯一的补救办法。

LAW AND VENUE

法律和地点

100. The Contract and any supply of Goods and Services stipulated thereunder shall be governed by the laws applicable in the country in which the SGRE ordering entity has its registered office, without regard to principles of conflicts of laws and excluding the application of the UN-Convention on Contracts for the International Sale of Goods.

本合同及其规定的任何货物和服务供应应受 SGRE 订购实体注册办事处所在国适用的法律管辖, 不适用法律冲突原则, 排除《联合国国际货物销售合同公约》的适用。

101. If disputes controversies or claims arising out of or in connection with the Contract, including any dispute as to the validity, the responsible representatives of the Parties to the dispute shall attempt, in fair dealing and good faith, to settle such. Disputes which are not resolved pursuant to the above shall

be solved by arbitration in the country or jurisdiction of the ordering entity. The language to be used in the settlement negotiation and arbitration proceeding shall be English.

如果因合同而引起或与合同有关的争议或索赔, 包括关于效力的任何争端, 争端各方的责任代表应以公平交易和诚意试图解决这些争议或索赔。根据上述规定未能解决的争议, 应通过在订购实体所在国家或司法管辖区通过仲裁解决。和解谈判和仲裁程序中使用的语言为英文。

If the ordering entity is created under and governed by the laws of the PRC, the arbitration shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC). 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.

如果订购实体是根据中华人民共和国法律设立和受中国法律管辖的, 仲裁应提交给中国国际贸易仲裁委员会 (CIETAC)。法庭将由三名仲裁员组成。仲裁将根据 CIETAC 仲裁规则在北京进行; 裁决是最终裁决, 对双方均有约束力。除非仲裁裁决另有决定, 仲裁费用将由败诉方承担。在仲裁过程中, 除双方发生争议的部分外, 本协议将持续履行。

102. 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.

本协议以中文/英文签订。如中英文版本有任何差异, 以英文版本为准。与履行本协议有关的所有商业和技术信函及文件均应使用英文。

COUNTRY SPECIFIC PROVISIONS

国家具体规定

103. N/A

无