



De Nora Elettrodi (Suzhou) Co., Ltd. and its Shanghai Pudong Branch

迪诺拉电极（苏州）有限公司及其上海浦东分公司

De Nora China-Jinan Co., Ltd.

山东迪诺拉工程设备技术有限公司

De Nora Glory (Shanghai) Co., Ltd.

上海谛与朗机械技术有限公司

General Conditions of Purchase (“General Conditions”) 一般采购条款 (简称“《一般条款》”)

1. The Contract 合同

These General Conditions apply to the purchase of products or components (hereinafter the “**Goods**”) and/or services (hereinafter, the “**Services**”) by the De Nora legal entities mentioned above as identified in the Purchase Order (as applicable, the “**Purchaser**”) from any supplier of such Goods and/or Services (the “**Supplier**”). The Purchaser and the Supplier are referred to individually as a “**Party**” or collectively as the “**Parties**”. The Goods and/or the Services described in the purchase order issued by the Purchaser and confirmed for acceptance by the Supplier (“**Purchase Order**”), together with any related specifications, drawings or other documents expressly incorporated or referred to in the Purchase Order and these General Conditions are hereinafter, collectively, referred to as the “**Contract**”. In the absence of specific written acceptance by the Supplier, the Supplier will be deemed to have tacitly accepted the Contract (including these General Conditions) upon commencement of the supplies of Goods and/or Services set forth in the Purchase Order.

本《一般条款》适用于采购订单中所示以上迪诺拉法人实体（简称“**采购方**”）针对任何供应商进行的产品或部件（统称“**货物**”）和/或服务（简称“**服务**”）进行的采购。采购方和供应商分别称“**一方**”，或统称“**双方**”。采购方发出的采购订单中所述、并且被供应商确认接受的货物和/或服务以及任何相关的规范、图纸、或采购订单及《一般条款》中明确纳入或提及的其他文件以下统称“**合同**”。供应商如果没有表示具体的书面接受，将被视为在采购订单中规定的货物和/或服务供货开始时默许了该合同（包括《一般条款》）。

The Contract shall not be varied and no conditions contained in any quotations, letters, advice notes, invoices or other communications or forms issued by the Supplier shall annul or vary them, unless expressly agreed by both Parties in writing.

除非经双方明确书面同意，否则不得修改该合同，亦不得废止或修改供应商发出的任何报价、信函、通知、发票、或其他通信或表格。

2. Assignment and Subcontracting 转让与分包

The Supplier shall not assign nor sub-contract the supply of the Goods and/or the Services, in whole or in part, nor any right, obligation or claim hereunder, without the prior written consent of the Purchaser. Should the Purchaser consent to the assignment or sub-contracting of the whole or any part of the supplies set forth in this Contract, such consent shall not in any way relieve the Supplier from its obligations under the terms of the Contract. The Supplier shall undertake

joint liabilities together with those subcontractors approved by the Purchaser for their performance of this Contract.

事先未经采购方书面同意，供应商不得将该货物和/或服务的供货以及其项下的任何权利、义务、或主张全部或部分转让或分包。如果采购方同意合同中所列供货的全部或任何部分可转让或分包，该同意不得以任何方式解除供应商在合同条款项下的义务。供应商应就采购方批准的分包商对合同的履行向采购方承担连带赔偿责任。

This Contract shall inure to the benefit of, and shall be binding upon the successors and permitted assigns of the respective Parties.

本合同应符合双方各自继承人及允许受让人的利益并对其具有约束力。

3. Goods and Services 货物与服务

The Supplier shall provide the Goods and/or the Services and the Purchaser shall pay the Supplier the prices in accordance with Section 4 of these General Conditions. The Supplier warrants to the Purchaser that it is expert in the provision of the Goods and/or Services and shall not deviate from any provision of the Contract unless prior approval to do so has been obtained in writing from the Purchaser.

按照《一般条款》第4条的规定，供应商应提供该货物和/或服务，而采购方应向供应商支付货款。供应商向采购方保证其善于提供该货物和/或服务，并不会偏离本合同的任何条款，除非事先获得采购方的书面批准。

The Supplier warrants to the Purchaser that the Goods and/or the Services:

供应商向采购方保证，该货物和/或服务：

(a) will be performed by appropriately qualified, trained and experienced personnel, with due care, skill and diligence, in accordance with high industry standards of quality, and that such personnel are competent in relation to any equipment used in the performance of the Contract; the Supplier, upon request, shall promptly provide evidence of the qualification of any personnel involved in the performance of the Contract;

将由具备适当资质和经验、受过培训的人员按照行业高标准并通过适当注意、技能和勤勉来提供；此类人员可胜任履行合同过程中所使用的任何设备的操作；供应商应按照要求及时提供参与履行合同的任何人员的资质证明；

(b) will be of merchantable quality and fit for any purposes held out by the Supplier or referred to in the Contract;

将具备适销的质量, 适于供应商所述或本合同中所提及的任何用途;

- (c) will be free from material defects in design, material and workmanship;

将不会含有任何实质性设计、材料和工艺缺陷;

- (d) will be new and unused and free and clear of any liens and encumbrances;

将是全新的、从未使用过、并且没有任何留置与权利负担;

- (e) will correspond in all material respects with any relevant specifications, samples, drawings and/or descriptions which forms part of the Contract;

在所有实质性方面均符合构成本合同组成部分的任何相关规范、样本、图纸及/或说明;

- (f) will comply with any applicable performance or service levels or any other key performance indicators, as may be stated in each Purchase Order;

将符合每份采购订单中所述的任何适用性能或服务水准、或任何其他关键性能指标;

- (g) will comply with all applicable quality assurance standards, statutory requirements and regulations relating to the Goods and/or Services; and

将符合与该货物和/或服务相关的所有适用的质量保证标准、强制性要求和规定;

- (h) will be formulated, designed, constructed, finished and packaged so as to be safe and without risk to health.

将以安全和无健康风险的方式制备、设计、制作完成并包装。

The Supplier shall act as an independent contractor and neither the Supplier nor its employees shall be, nor be deemed to be, either expressly or impliedly, employees of the Purchaser. This Contract does not create any partnership between the Purchaser and the Supplier.

供应商应作为独立承包商行事; 供应商及其员工均并非也不得被明示或暗示地视为采购方的员工。本合同并不在采购方和供应商之间产生任何合作伙伴关系。

4. Payment Terms 支付条件

The prices specified in the Contract are fixed and firm and are not subject to escalation. Unless otherwise agreed by the Parties in the Purchase Order, the Purchaser shall deliver payment due to the Supplier net sixty (60) calendar days after the Purchaser's receipt of a correct invoice, following delivery of the Goods and/or completion of the Services as specified in the Purchase Order. All prices include all sales, value-added, use, excise, ad valorem, property, importation or other taxes, duties or levies of any kind due or applicable to the supply of the Goods and/or the Services. The Supplier shall be responsible for and pay all taxes, including, but not limited to, sales, value-added, use, license, income taxes, social security or similar contributions or business and occupation, and any other fees, duties or assessments incurred or

assessed on the Supplier and/or its employees as a result of this Contract. The Supplier shall be responsible to pay all remuneration and benefits due to the Supplier Employees (as defined in Section 28 hereunder) under any individual or collective agreement and/or pursuant to any Applicable Laws (as defined in Section 16 hereunder).

本合同中所述价格为固定价格, 不得提价。除非双方在采购订单中另行商定, 否则采购方应在收到正确无误的发票、采购订单中所述货物交付完毕、采购订单中所述服务完成后六十(60)个日历日之内向供应商付款。所有价格均包括所有销售税、增值税、使用税、消费税、从价税、财产税、进口税、或适用于该货物和/或服务的供货的任何其他税种。所有税费均由供应商承担, 包括但不限于销售税、增值税、使用税、许可税、所得税、社会保险、或类似税费或商业和职业税费以及因本合同而向供应商和/或其员工征收的任何其它税费。供应商应按照任何个人或集体协议和/或按照任何适用法律(按以下第16条中的定义)的规定向其员工(按以下第28条的定义)支付所有薪酬和福利。

If the Purchaser disputes any item in any invoice, in whole or in part, then the Purchaser shall be liable to pay only the undisputed portion of such invoice until such time as the Purchaser and the Supplier have reached a written agreement as to the disputed amount. The Purchaser shall promptly notify the Supplier of any such disputed amount.

采购方如果对任何发票中的任何项目有异议, 应首先仅支付该发票中没有争议的部分, 直到与供应商就有争议的款项达成书面协议为止。采购方应及时告知供应商任何此类有争议的款项。

The Purchaser shall be entitled to set-off against the amounts payable to the Supplier under this Contract any amount owed to the Purchaser by the Supplier on any account and howsoever arising.

采购方有权用其按照本合同规定应向供应商支付的款项来抵消供应商所欠采购方的任何款项, 无论该款项是如何发生的。

5. Invoicing. 出具发票

The Supplier shall issue separate invoices for each Purchase Order number. The Purchaser will not accept nor process for payment any invoice unless its Purchase Order number appears thereon.

供应商应就每一采购订单号开具单独的发票。采购方不会接受任何发票或办理对该发票的付款, 除非发票上载明其采购订单号。

6. Drawings and Technical Data 图纸与技术资料

Any deviation from or modification to the specifications or the drawings included in the Contract is expressly subject to the Purchaser's prior written approval. If the Supplier considers there is any omission, inconsistency or inaccuracy in such specifications or drawings or that any modification should be made in order to deliver the Goods and/or the Services in accordance with Section 3, the Supplier shall immediately notify the Purchaser in writing. The Supplier agrees that all documents, drawings or other deliverables created or produced by

Supplier in connection with this Contract are works made for hire, or if they do not so qualify, the Supplier agrees to assign all rights and title in all such work and documents to the Purchaser. Whether or not the Purchaser shall have indicated his approval, the Supplier shall at all times remain solely responsible for the accuracy of any drawings or technical data related to the Goods and/or the Services.

如需偏离本合同中所含的规范或图纸, 或者对其进行修改, 事先应获得采购方的明确书面批准。供应商如果认为此类规范或图纸存在任何疏漏、不一致、或不准确之处, 或者应进行任何修改以便按照第3条的规定提供该货物和/或服务, 应立即以书面形式通知采购方。供应商同意其按照本合同规定制定或生成的所有相关文件、图纸、或其他交付物均为本合同职务作品, 或者, 如果不是, 则供应商同意将此类作品和文件的所有权利转让给采购方。无论采购方是否批准, 供应商均应在任何时间对与该货物和/或服务相关的任何图纸或技术资料的准确性自行承担 responsibility。

7. Labor, Plant and Materials 劳动力、设备与材料

Except where specified to the contrary, the Supplier shall provide all labor, tools, plant, equipment and materials to ensure the proper and workmanlike performance of the Contract. Materials shall be new and of appropriate quality. With respect to the equipment necessary to carry out the Services, if any, the Supplier warrants that it shall only use equipment owned by the Supplier or on which the Supplier has legal right, even if owned by third parties or by the Purchaser. In the performance of the Services, the Supplier shall use materials, equipment, machinery, control instruments and facilities that comply with the requirements established by any applicable laws concerning safety and prevention of incidents on the workplace. The Supplier also undertakes to carry out the maintenance of the aforesaid items, in order to constantly comply with any Applicable Laws.

除非另有相反的规定, 否则供应商应提供所有劳动力、工具、设备和材料, 确保本合同的适当、熟练履行。材料应为崭新的, 并具备适当的质量。如果履行该服务需任何设备, 供应商保证将只使用其自有设备, 或使用其拥有合法权利的设备, 即便设备是由第三方或采购方所有。在履行服务的过程中, 供应商应使用符合任何适用法律所规定的工作场所安全和事故预防要求的材料、设备、机械、控制仪器和设施。供应商还承诺对以上各项进行维护, 使其始终符合任何适用法律的规定。

8. Progress Checks, Inspections and Tests 进度检查与测试

The Purchaser shall be entitled, at its discretion (having given the Supplier reasonable prior written notice) to check progress under the Contract, to inspect the Goods and/or any work regarding the Goods and/or the Services, and to make such tests as are prescribed in the Contract, during the performance of the Contract and before delivery of the Goods and/or the Services. The Supplier shall afford the Purchaser's or Purchaser's client's representative every facility for such purpose, including access to the Supplier's (or its subcontractor's) premises at all reasonable times. Any

travel, labor and living costs, incurred by the Purchaser in the performance of, or witnessing of any such testing shall be for the Purchaser's account.

在本合同履行期间和在该货物和/或服务交付之前, 采购方有权(在提前向供应商发出合理通知后)自行检查本合同项下的进度, 以便检查该货物和/或与该货物和/或服务相关的任何工作, 并进行本合同所规定的测试。供应商应为此而向采购方或其客户代表提供一切便利, 包括在所有合理时间进入供应商(或其分包商)的场所。采购方因实施或见证任何此类测试而发生的任何差旅费、人工成本、生活费等均应由其自行支付。

9. Delivery 交付

Time shall be of the essence with respect to delivery of all Goods and/or Services. The Supplier shall comply with the delivery time and INCOTERMS (in the release 2010 and/or in any latest release as applicable from time to time) and/or any other terms as specified in the Purchase Order. In the event that the Supplier fails to complete delivery of Goods and/or Services in accordance with the delivery schedule or delivery date set out in the Purchase Order, the Purchaser shall be entitled to recover liquidated damages from the Supplier, at the rates specified in the Purchase Order (if no such a rate in the Purchase Order, 0.1% of total value of the Purchase Order shall be applied for per day delayed.). In addition to liquidated damages, the Purchaser reserves the right, at its sole option, to obtain the Goods or Services from third parties at Supplier's risk and cost and to claim for any further loss or damage incurred by the Purchaser as a result of the failure to deliver the Goods and/or the Services in accordance with the Purchase Order.

对于所有货物和/或服务的交付来说, 时间是至关重要的。供应商应遵守交付时间表和《国际商会国际贸易术语解释通则》(2010版和/或任何最新版本) 和/或采购订单中规定的任何其他条款。如果供应商未能按照采购订单规定的交付时间表或交付日期完成货物和/或服务的交付, 采购方应有权按照采购订单中规定的标准向供应商收取违约金(如果采购订单中没有该标准, 则每延误一天收取相当于采购订单总值0.1%的违约金)。除违约金之外, 采购方保留权利可自行从第三方获取该货物或服务, 由供应商承担风险和费用, 并就采购方由于供应商未能按照采购订单的规定交付该产品和/或服务而发生的任何进一步损失或损害提出索赔。

Unless otherwise agreed in the Purchase Order, the Goods shall be delivered INCOTERMS DDP (in the release 2010 and/or any latest release as applicable from time to time) at the destination designated by the Purchaser. Partial deliveries shall only be permitted if explicitly stated in the Purchase Order. The Supplier shall contact the Purchaser for approval prior to shipping the Goods. The Supplier shall ensure that all Goods are packed in a safe and sufficient manner so as to avoid damage or loss until delivered.

除非采购订单中另有约定, 否则该货物应以《国际商会国际贸易术语解释通则》(2010版和/或任何最新版本) 规定的DDP方式在采购方所指定的目的地交付。仅应在采购订单中有明确规定的情况下方可允许部分交付。在货物发运之前, 供应商应与采购方联系, 以获得批准。供

应商应确保所有货物均以安全和充分的方式包装, 以免在交付前发生破损或灭失。

10. **Passage of title and risks 所有权与风险转移**

Risk of loss shall pass in accordance with the INCOTERMS (in the release 2010 and/or any latest release as applicable from time to time) specified in the Contract.

灭失风险应按照本合同中所述《国际商会国际贸易术语解释通则》(2010版和/或任何最新版本)的规定转移。

Title to all Products and/or Services will pass to and vest in Purchaser on the earlier of (i) the date of delivery (as regulated in Section 9) or (ii) the date of payment by Purchaser according to Section 4.

所有产品和/或服务的所有权均将在以下两个日期之一(以较早发生者为准)转移至采购方: (i)交付日(按第9条的规定); 或(ii)采购方按第4条的规定付款之日。

11. **Inspection and Warranty 检验与保修**

The Purchaser has the right to inspect the Goods and/or the Services on or after the delivery date. The Purchaser, at its sole option, may inspect all or a sample of the Goods and/or the Services, and may reject all or any portion of the Goods and/or the Services if it determines the Goods and/or the Services are non-conforming or defective. If the Purchaser rejects any portion of the Goods and /or Services, it has the right, effective upon written notice to the Supplier, to: (i) terminate this Contract in its entirety; (ii) accept the Goods and/or Services at a reasonably reduced price; or (iii) reject the Goods and /or Services and require replacement of the rejected Goods and/or re-work of the rejected Services. All related costs and expenses shall be borne by Supplier. If the Supplier fails to timely deliver replacement Goods and/or re-work the Services, the Purchaser may replace them with goods or services from a third party and charge the Supplier the cost thereof and terminate this Contract for cause pursuant to Section 20 herein.

采购方有权在交付日或之后对该货物和/或服务进行检验。采购方可自行检验该货物和/或服务的全部或样品, 并拒收该货物和/或服务的全部或任何部分, 如果其认定该货物和/或服务不合格或者存在缺陷。采购方如果拒收该货物和/服务的任何部分, 则有权从向供应商发出书面通知时开始: (i)全部终止本合同; (ii)经合理降价后接受该货物和/或服务; 或(iii)拒收该货物和/或服务, 并要求对被拒收的货物进行更换, 对被拒收的服务进行返工。所有相关费用均应由供应商承担。如果供应商未能及时交付更换货物和/或服务, 采购方可用第三方的货物或服务来进行替换, 向供应商收取其费用, 并按照第20条的规定因故终止本合同。

For a period of 24 months after the date of delivery of the Goods and/or the Services (or such other period as is stated in the Purchase Order), the Supplier shall, with all possible speed and without cost to the Purchaser, replace, repair or make good any defective Goods or Services or any part thereof found to be defective whether due to faulty material, workmanship, design, or to any act or omission of the Supplier.

在该货物和/或服务交付日期后24个月内(或采购订单中规定的其他期限内), 供应商应尽快以无需采购方发生费用的方式更换或修复任何有缺陷的货物或服务, 或被发现有缺陷的其任何组成部门, 无论该缺陷是由于不合格材料、工艺、或设计造成的, 还是由于供应商的任何行为或不作为造成的。

12. **Reservation of Rights 权利保留**

The making of, or the failure to make, any inspection or payment for the Goods and/or Services covered by this Contract shall in no way impair Purchaser's right at any time to reject non-conforming or defective Goods or Services, nor be deemed to constitute acceptance by the Purchaser of the Goods or the Services, nor shall affect in any way Supplier's performance of its obligations under this Contract, notwithstanding Purchaser's knowledge of the non-conformity or defect, its materiality or the evidence of its discovery.

如果未能对本合同项下的货物和/或服务进行检验或付款, 不应以任何方式削弱采购方在任何时候拒收不良或缺陷货物或服务的权利, 不得被视为构成采购方对该货物或服务的接受, 也不应以任何方式影响供应商履行其在本合同项下的义务, 即便采购方知晓该不良或缺陷及其实质性或发现证据。

13. **Changes 变更**

The Purchaser may, at any time, by a written modification, request changes to the scope of this Contract. For each change an equitable adjustment shall be negotiated in the price and/or the delivery schedule to be included in a written change order signed by both Parties. Nothing herein shall excuse the Supplier from proceeding with the performance of the changes requested by the Purchaser, prior to the negotiation of any equitable adjustment of the prices. 采购方可在任何时间通过发出书面通知的方式要求变更本合同的范围。对于每次变更, 双方均应就价格和/或交货时间表的公平调整开展谈判, 并签署书面形式的变更文件。本合同的任何内容均不应免除供应商对于在就任何公平的价格调整开展谈判之前就实施变更而所应当承担的责任。

14. **Indemnity 赔偿**

In addition to the indemnities set forth in Section 15, Section 16 and elsewhere herein, the Supplier hereby agrees to assume the risk of and to release, defend, indemnify, and hold harmless the Purchaser, its parent, subsidiaries, and affiliates, and their employees, agents or representatives (hereinafter "**Indemnified Party**") from and against all loss, damage, liability, cost and expense (including, without limitation, attorneys' fees) arising out of any injury (including death) to any person or damage to any property, including customer's property, resulting from or in any way connected with the performance of this Contract or the Goods and/or the Services supplied hereunder, except to the extent such loss, damage, liability, cost or expense is exclusively caused by any Indemnified Party.

除本合同第15条、第16条和其他地方所规定的赔偿之外, 供应商特此同意承担因本合同的履行或因在本合同

项下所供货物和/或服务而发生的或以任何方式与之相关的任何人身伤害（包括死亡）或财产（包括客户财产）损坏而造成的所有损失、损害、责任和费用（包括但不限于律师费）的风险，并免除采购方及其母公司、子公司、分支机构、员工、代理商或代表（统称“受赔偿方”）的责任、为其进行抗辩、向其做出赔偿并使其免受影响，除非此类损失、损害、责任或费用完全是任何受赔偿方所造成的。

The Supplier shall furthermore indemnify and hold the Purchaser harmless from: (i) any claim which may be raised against the Purchaser by the Supplier Employees for whatever right, reason or cause connected with or incident to the performance of the Services; and (ii) any claim which may be raised against the Purchaser by any third parties (including social security and welfare institutions, public authorities and public services) arising as a direct or indirect consequence of the performance or non-performance of the Services by the Supplier.

供应商应就以下各项进一步向采购商做出赔偿并使其免受影响：(i) 供应商的员工出于与履行服务相关的任何权利、原因、或理由而对采购方提出的任何索赔；(ii) 任何第三方（包括社会保险与福利机构、公共机构和公共服务部门）直接或者间接由于供应商履行或者不履行服务而向采购方提出的任何索赔。

15. Intellectual Property Rights 知识产权

The Supplier shall fully indemnify the Purchaser against all claims, liabilities, damages, losses, costs and expenses concerning infringement or alleged infringement of any patent, registered design, trade mark, service-mark, copyright or similar protection which arise out of or in connection with the Goods and/or the Services supplied or from anything done by or for the Supplier in relation to the Goods and/or the Services supplied or any use or resale by the Purchaser of such Goods and/or Services. Notwithstanding the foregoing, Supplier shall have no liability to Purchaser if any intellectual property infringement or claim thereof is based upon or arises out of the compliance with designs, plans or specifications furnished in pursuant to express written instructions from the Purchaser. Subject to any express written agreement of the Parties to the contrary, signed by both Parties, all know-how, copyright, trademarks, design rights, database rights, patents and other rights in intellectual property (whether or not registered or registerable) and including all future rights, created by the Supplier Employees in the course of the supplies of the Goods and/or Services, are and shall remain the property of the Purchaser who shall retain all such rights, and the Supplier shall, at the expense of the Purchaser, do (or refrain from doing) all reasonable acts and execute all documents as are necessary to confirm title to the Purchaser to such rights or to perfect the Purchaser's title (whether by registration or otherwise). The Supplier shall not be entitled to any remuneration or compensation, in addition to the prices set forth in the Purchase Order, with respect to any intellectual property rights created by the Supplier Employees, since such possibility has already been taken into

consideration and included in the prices payable to the Supplier under the Purchase Order.

如果由于供应商所供货物和/或服务，或者由于供应商所做或他人为供应商所做的与该货物和/或服务相关的任何事情、或者由于采购方对该货物和/或服务的任何使用或转售而造成对任何专利、注册设计、商标、服务标记、版权、或类似保护的侵权或据称侵权，从而发生任何索赔、责任、损害赔偿、损失、或费用，供应商应向采购方做出全面赔偿。虽然有前述规定，但是，如果任何知识产权侵权或索赔是因遵守了根据采购方发出的明确书面指示而提供的设计、计划、或规范所造成的，则供应商无需对采购方承担责任。供应商员工在提供货物和/或服务期间所产生的所有专有技术、版权、商标、设计权、数据库权、专利和其他知识产权（无论是否已注册，也无论是否能够注册），包括所有未来权利，均应为采购方财产，并应由采购方保留所有此类权利，而供应商应采取（或免于采取）所有合理行动并签署所有必要文件，来确认并完善采购方对此类权利的所有权（无论是通过注册，还是通过其他方式），而所发生的费用由采购方承担，但是以双方签署的包含相反规定的任何明确的书面协议为准。除采购订单中规定的价格之外，供应商无权获得与其员工所产生的任何知识产权相关的任何报酬或补偿，因为按照采购订单而应当向供应商支付的价格中已经包含了此种可能性。

16. Compliance with Laws 遵守法律

By acceptance of this Contract, the Supplier represents that it has complied, and will comply, with all laws, regulations, ordinances, restrictions, treaties and conventions now or hereinafter in force applicable to the Services and/or the Goods (collectively referred to hereunder as the "**Applicable Laws**") including, but not limited to, any Applicable Laws relating to: (i) pollution or protection of the environment, including emissions, discharges, releases or threatened releases of polluting substances into air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of the pollutants, contaminants or hazardous or toxic materials or wastes and/or any other environmental matters, waste management, handling of hazardous and/or dangerous products and substances; (ii) export compliance and trade regulations; (iii) conditions of employment, subcontractor selection, discrimination and health and safety, social security. The Supplier shall provide the Purchaser in writing with such information as is necessary relating in any way to the Goods and/or the Services supplied and its design, testing, use, setting, cleaning, maintenance, handling, processing, storage, transport, dismantling or disposal in compliance with Applicable Laws, including in relation to hazardous or toxic substances (if any) or to any other environmental or health or safety risks or specific regulations related to or arising from the same. The Supplier shall complete any security chain questionnaire or other document reasonably requested by the Purchaser relating to its import/export activities. The Supplier will promptly provide evidence of its compliance with any Applicable Laws upon reasonable request by the Purchaser. With respect to any

Supplier's non-compliance with any Applicable Laws the Supplier will defend, indemnify and hold the Purchaser harmless from and against any liability, claims, demands, or expenses (including attorneys' fees and other professional fees, settlements and judgments) relating to such non-compliance. The Purchaser may terminate this Contract forthwith upon written notice to the Supplier at any time and with the consequences set forth in Section 20.2 below, if in the Purchaser's reasonable judgment, the Supplier: (i) is in material breach of any Applicable Laws; and/or (ii) fails to comply with its obligations under this Section 16.

供应商签署本合同即表明其已遵守并将遵守适用于该货物和/或服务的所有法律、规定、条例、限制、条约和公约, 无论是现行的还是以后生效的(以下统称“适用法律”), 包括但不限于与以下各项有关的任何适用法律:

(i)防污染或环境保护, 包括向空气、地面水、地下水、土壤排放可能排放污染物质, 或污染物、有害或有毒物质或废物的产生、处理、配送、使用、加工、储存、运输、或处理, 和/或任何其他环境事项、废物管理、有害和/或危险品和物质的处理; (ii)对出口与贸易条例的遵守; (iii)雇佣条件、分包商选择、反歧视、健康与安全、社会保险。供应商应以书面形式向采购方提供必要的与所供该货物和/或服务及其设计、测试、使用、设置、清洁、维护、处理、储存、运输、拆卸、或符合适用法律的处置相关的资料, 包括与危险或有毒物质(如有)或任何其他环境、健康或安全风险相关的资料、或与之相关的或因其而产生的具体规定相关的资料。供应商应填写采购方所合理要求的与其进出口活动相关的任何安全链问卷或其他文件。在收到采购方的合理要求之后, 供应商应及时提供相关证据, 证明其遵守了任何适用法律的规定。如果发生供应商对任何适用法律的任何违反, 供应商将就与该违法行为相关的任何责任、索赔、要求、或费用(包括律师费和其他专业费用、和解费用和判决费用等)为采购方进行抗辩、对其作出赔偿、并使其免受影响。如果经采购方合理判断, 供应商发生以下情形, 则采购方可在向供应商发出书面通知后的任何时间立即终止本合同并产生以下第20.2条中所述后果: (i)供应商实质性地违反了任何适用法律; 和/或(ii)供应商未能履行其在第16条项下的义务。

Purchaser informs Supplier that the data collected for the purpose of this Contract and therein included shall be processed in compliance with the relevant applicable Chinese legislation. Supplier acknowledges that the data collected for the purpose of this Contract and therein included might be transferred by Purchaser to the Italian parent company of Purchaser, Industrie De Nora S.p.A. which shall process them pursuant to the Regulation (EU) no. 2016/679. The privacy notice adopted by Industrie De Nora S.p.A. is available on denora website at the address <http://www.denora.com/company/Procurement.html>.

采购方特此告知供应商, 为本合同目的所收集、并包含在本合同中的资料将以符合适用的相关中国法律的方式来加以处理。供应商确认, 为本合同目的所收集、并包含在本合同中的资料可由采购方转让给其意大利母公司 - Industrie De Nora S.p.A., 由该公司按照欧盟第2016/679条例的规定进行处理。Industrie De Nora

S.p.A. 的隐私通告见迪诺拉网站: <http://www.denora.com/company/Procurement.html>.

17. Liens 留置

All Goods and Services delivered or performed under this Contract will be free of all liens, claims, charges and encumbrances, legal or equitable and, upon request, the Supplier will furnish the Purchaser with formal releases. If any such lien, claim, charge or encumbrance is not immediately discharged, the Purchaser may discharge the same or cause the same to be discharged at the expense of the Supplier.

在本合同项下交付和履行的所有货物和服务均无任何留置、索赔及权利负担, 无论是法律上的还是衡平法上的。经要求, 供应商将为采购方解除此等留置、索赔和权利负担。如果有任何此类留置、索赔或权利负担未被立即解除, 采购方可将其解除或致使其被解除, 相关费用由供应商承担。

18. Confidentiality 保密

Any specifications, drawings, quantities, sketches and other technical or commercial information furnished to the Supplier by the Purchaser or created or produced by the Supplier for the Purchaser in connection with this Contract (including the Goods and/or the Services) shall remain and/or become Purchaser's property, and shall be deemed to be the confidential information of the Purchaser. Without having obtained the prior written consent of the Purchaser, the Supplier agrees to make no commercial nor other use of said information nor reproduce, analyze, give right to any third party to reproduce or analyze (except in connection with this Contract) and to make no disclosure thereof to anyone either before or after completion of this Contract, except to those employees having a genuine need to know such information in connection with the performance of this Contract. The Supplier further agrees to have these third parties/employees execute confidentiality agreements containing confidentiality obligations at least as stringent as those contained herein. And the Supplier shall undertake joint liabilities together with these third parties/employees for their breach of the confidentiality obligations hereof. Nothing in this Contract shall be deemed to grant the Supplier any rights to use all or any of the Purchaser's confidential information except for the purposes of this Contract. All confidential information provided by the Purchaser to the Supplier for the performance of this Contract shall be returned to the Purchaser upon completion of this Contract or upon Purchaser's demand. In the event that a separate non-confidentiality agreement has been executed between the Parties, these provisions as to confidentiality shall apply in addition to, and not by way of substitution of, the provisions of such non-confidentiality agreement.

采购方向供应商提供的、或者供应商为采购方制定或产生的与本合同(包括该货物和/或服务)相关的任何规范、图纸、数量、草图和其他技术或商业资料均应为采购方财产, 并应被视为采购方的保密信息。如果事先未获得采购方书面许可, 供应商同意不对上述信息进行商业或其他方面的使用, 也不会对信息进行复制、分析,

或授权任何第三方对其进行复制或分析(除非是与本合同相关的), 并且在本合同完成之前或之后都不会将其披露给任何人, 除那些为了履行本合同而真正需要知晓此类信息的员工之外。供应商进一步同意使这些第三方/员工签署保密协议, 其中所包含的保密义务至少与本合同中的保密义务同样严格。供应商应与这些第三方/员工一道就其违反本合同保密义务的行为承担连带责任。本合同中的任何内容均不得被视为授权供应商使用采购方的任何保密信息, 除非是用于本合同的目的。采购方向供应商提供的为履行本合同所需的所有保密信息在本合同完成或者在采购方提出要求后均应返还采购方。如果双方之间签署了单独的保密协议, 则有关保密内容的这些规定应作为该保密协议条款的补充而不是替代。

19. Suspension 中止

The Purchaser reserves the right to suspend the execution of the Contract at any time with immediate effect on written notification to the Supplier. During the suspension, the performance of all obligations relating to the Contract will be suspended, except for those concerning confidentiality and intellectual property rights. The Supplier shall safeguard the supplies of Goods and/or Services during the period of the suspension at its risk.

采购方保留权利在向供应商发出书面通知后的任何时间立即中止履行本合同的权利。在中止期间, 与本合同相关的所有义务均将中止履行, 除有关保密和知识产权的义务之外。供应商应保证中止期间货物和/或服务的供应, 并自担风险。

If the suspension lasts for more than 3 months, for a reason other than an event of Force Majeure pursuant to Section 24 hereunder or a default by the Supplier, the Supplier shall be entitled to the reimbursement of its reasonable, documented costs incurred by the Supplier as a direct consequence of the suspension.

如果由于除第24条规定的不可抗力事件之外的原因或者由于供应商违约, 导致中止超过了3个月, 供应商有权就其直接由于该中止所发生的合理、有记录的费用获得补偿。

The Supplier is not entitled to suspend the performance of the supplies of Goods and/or Services in the event of any default by the Purchaser on any of its obligations.

如果采购方未能履行其任何义务, 供应商无权中止对货物和/或服务的供应。

20. Termination 终止

20.1 Termination for convenience 20.1 为便利而终止

The Purchaser may terminate this Contract for convenience, in whole or in part, at any time for any reason whatsoever on ten (10) days' prior written notice to the Supplier. In such event, the Supplier shall, subject only to reasonable mitigation efforts to minimize costs and Purchaser's express instructions in writing, immediately cease performing all Services and the supply of Goods to the Purchaser.

在提前十(10)天向供应商发出书面通知后的任何时间, 采购方均可为便利而全部或部分终止本合同。在此情况

下, 供应商应立即停止向采购方履行服务和提供货物, 但需做出合理的努力来最大限度减少费用, 并遵守采购方的明确书面指令。

Upon termination of this Contract for convenience, the Purchaser shall pay to the Supplier the following amounts, in full satisfaction of any claims that the Supplier may have in relation to the termination and as Supplier's sole remedy for such anticipated termination: (a) all payment owed in accordance with the Contract for all Services completed and Goods supplied up to the date of the termination; and (b) sub-contractor or third party cancellation charges incurred by the Supplier due to the termination, provided that such charges were approved in writing by the Purchaser prior to the Supplier entering into the contract giving rise to the charges and to the extent such charges are substantiated by documentation satisfactory to and verified by the Purchaser. It's expressly excluded any additional remuneration to the Supplier for the loss of profit, damages or compensation as a consequence of the Purchaser's termination for convenience.

在本合同为便利而终止后, 采购方向供应商支付以下款项, 以解决供应商就合同终止而提出的任何索赔, 并作为就此类终止而向供应商做出的唯一补偿: (a)按照合同规定在终止日期前已完成的所有服务和提供的所有货物的所有应付款项; (b)供应商由于合同终止而发生的分包商或第三方取消费用, 但是在供应商签署导致此类费用产生的合同之前, 应首先获得采购方对此类费用的批准, 且此类费用有能够令采购方满意并经过采购方验证的单据证实。本合同明确排除就采购方为便利而终止合同所导致的利润损失、损害赔偿或补偿向供应商提供任何额外赔偿。

20.2 Termination for Supplier's default 20.2 因供应商违约而终止

If the Supplier has not performed or complied with any of the provisions of this Contract and the Purchaser has provided written notice to the Supplier of the default, and the Supplier fails to commence to rectify or cause to be rectified the matter giving rise to the notice within 5 business days after receipt thereof, then the Purchaser may terminate the Contract with immediate effect upon written notice to the Supplier, in addition to any other remedies that may be granted to the Purchaser under this Contract or at law.

如果供应商未履行或遵守本合同的任何条款, 而采购方向供应商发出了有关该违约的书面通知, 但是供应商未能在收到通知后的5个工作日之内开始纠正或致使导致发出该通知的事项得以纠正, 则采购方可向供应商发出书面通知后可立即终止本合同, 不影响本合同或法律授予采购方的任何其他补救办法。

The Purchaser may also terminate this Contract at any time in the event that the Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. In the event of termination for such events as set forth in this Clause 20.2 above, the Purchaser may complete the performance of this Contract by such means as the Purchaser selects, and

the Supplier shall be responsible for any costs incurred by the Purchaser in so doing, in addition to any other damages suffered by the Purchaser.

如果供应商破产、提出破产申请、或开始了与破产、破产清算、重组、或以债权人作为收益方的转让程序,则采购方可在任何时间终止本合同。如果发生以上第20.2条中所规定的事件所造成的终止,采购方可通过其自行选择的手段来完成本合同的履行,由供应商承担采购方因此而发生的任何费用和采购方遭受的任何其他损害。

21. Law and venue of Court 法律与管辖法院

This Contract shall be governed by and construed in accordance with the laws of People's Republic of China excluding the Vienna Convention on the International Sale of Goods.

本合同受中华人民共和国法律管辖并据此解释,并排除适用《维也纳国际货物销售公约》。

All disputes arising out of this Contract which cannot be settled amicably including any question regarding its existence, validity or termination, shall be deferred to the exclusive jurisdiction of people's court at locality of the Purchaser.

因本合同而发生的所有争议,包括有关合同存在、效力、或终止的任何争议,如果不能友好解决,应由采购方所在地人民法院排他管辖。

22. Anti-Bribery and Corruption. Code of Ethics, Supplier Code of Ethics and Organization Model. Export Compliance. 反贿赂与反腐败道德准则、供应商道德准则与组织模式出口合规

Without limitation to Section 16 above, the Supplier warrants and undertakes to the Purchaser that it shall comply with:

在不对以上第16条构成限制的情况下,供应商保证并向采购方承诺将遵守:

(a) all anti-bribery, anti-money laundering and export compliance Applicable Laws as applicable from time to time to the Purchaser and/or to the provision of the Goods and/or the Services; the Supplier shall take no action which would subject the Purchaser to any liability whether civil or criminal, including fines or penalties under such Applicable Laws;

对采购方和/或提供货物和/或服务适用的有关反贿赂、反洗钱和出口合规法律;供应商不会采取导致采购方发生任何责任的任何行动,无论是民事责任、还是刑事责任,包括此类适用法律所规定的罚款或违约金;

(b) the Code of Ethics and the Suppliers' Code of Ethics as adopted from time to time by the Purchaser and available for consultation by the Supplier on the Purchaser's website at <http://www.denora.com/company/corporate-responsibility.html>; and

采购方可就采购方不时适用的《道德准则》和《供应商道德准则》提出意见,前述准则可见采购方网站:
<http://www.denora.com/company/corporate-responsibility.html>; 和

(c) to the extent the Purchaser has adopted it, the Organizational Model pursuant to Italian Decree 231/2001 aimed to the prevention of crimes and

consequent liability of corporations (the "Model"), available for consultation by the Supplier on the Purchaser's website at <http://www.denora.com/company/corporate-responsibility.html>.

采购方可就依据旨在预防公司犯罪及因此而发生的责任的意大利第231/2001法令的《组织模式》(如果采购方已采纳)提出意见,见采购方网站:

<http://www.denora.com/company/corporate-responsibility.html>.

The Purchaser may terminate this Contract forthwith upon written notice to the Supplier at any time and with the consequences set forth in Section 20.2 above, if in the Purchaser's reasonable judgment, the Supplier is in material breach of any of the above representations or undertakings.

如果经采购方合理判断供应商实质性地违反了以上表述或承诺中的任何一项,则采购方可在向供应商发出书面通知后的任何时间立即终止本合同并产生以下第20.2条中所述后果。

23. Insurance 保险

The Supplier shall maintain insurance coverage of the types and in the amounts required by any Applicable Laws and good industry practice, including but not limited to employer's liability or workmen's compensation insurance as applicable, product liability insurance and personal injury/property damage insurance and any other insurance which may be specified in the Purchase Order. The Supplier shall, within seven (7) days after receiving a written request from the Purchaser, (i) name and maintain the Purchaser as an additional insured under all such policies and (ii) provide to the Purchaser certificates of insurance confirming its addition to the policies, the insurers policy numbers, types and levels of coverage.

供应商应保持任何适用法律和良好行业惯例所要求的保险类别和保额,包括但不限于雇主责任或劳工保险、产品责任险、人身伤害/财产损坏保险、以及采购订单中规定的任何其他保险。供应商应在收到采购方书面要求后七(7)天内:(i)指定并保持采购方作为所有此类保险的附加被保险人;(ii)向采购方提供保险证明,确认在保单中添加了采购方并确认保单号、险种和保额。

The fact that the Supplier has obtained the insurance required in this Contract shall in no manner reduce the Supplier's obligations or liability set out in this Contract.

供应商投保了合同所要求的保险不应以任何方式减少其在合同项下的义务或责任。

24. Force Majeure 不可抗力

Neither Party shall be liable to the other Party for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond a Party's reasonable control, that materially and adversely affects a Party's ability to perform its obligations hereunder, and that is not the result of the Party's willful neglect, error, omission or failure to exercise reasonable due diligence. If a Party is unable to perform any of its obligations hereunder as

a result of a Force Majeure event, the Party shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance. In the event that the Force Majeure event persists for a period of more than sixty (60) days in aggregate, either Party may terminate this Contract without liability and any compensation to the other Party.

如果因不可抗力事件造成任何一方未能履行或者未能及时履行其在本合同项下的任何义务,可无需对另一方承担责任。不可抗力指超出一方合理控制范围、对一方履行其在本合同项下的义务的能力产生实质性不良影响、并非该方的有意疏忽、失误、不作为、或未能给予合理注意所造成的任何行为、事件、或条件。任何一方如果由于不可抗力而未能履行其在本协议项下的任何义务,应在事件结束后恢复履行,并应得到合理的额外时间来履行其义务。如果不可抗力事件持续超过六十(60)天,任何一方均可终止本合同,而无需向另一方承担任何责任 and 做出任何赔偿。

25. Flowdown Provisions 延伸条款

The Contract may be executed by the Purchaser in pursuance of its obligations under any agreement with a customer ("**Main Contract**") and, under the Main Contract, the Purchaser may be liable for liquidated damages in the event of late delivery. To the extent that the Supplier delivers any Goods and/or Services later than the agreed delivery date and such delay causes the Purchaser to fail to meet the requirements of the Main Contract, the Supplier shall be liable to pay such portion of any liquidated damages owed by the Purchaser to its client which corresponds to the Supplier's responsibility for such late delivery.

采购方可以为了履行其与客户所签任何协议(“主合同”)项下的义务而签署本合同。按照主合同规定,采购方应对交货迟延支付违约金。如果供应商迟于商定的交货日期交付任何货物和/或服务,而该等迟延造成采购方未能满足主合同的要求,则供应商应负责支付采购方向客户支付的任何违约金的一部分,其数额相当于供应商对此类交货迟延所承担的责任。

26. Entire Agreement 全部协议

The terms and conditions herein supersede any inconsistent terms and conditions in any document submitted by the Supplier to the Purchaser. This Contract reflects the entire agreement of the Parties related to the supply of the Goods and/or the Services.

本合同条款取代供应商向采购方提交的任何文件中所含内容不一致的条款。本合同构成双方之间有关提供该货物和/或服务的全部协议。

27. General 一般性规定

If any term or provision of this Contract is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract. All notices, request, consents, claims, demands, waivers and other communications hereunder ("**Notice**") shall be in writing and addressed to the Parties at the addresses set out in the Contract or to such other address that may be designated by the Parties in writing from time

to time. Notices may be delivered by personal delivery, courier, facsimile, certified email or registered mail. Except as otherwise provided in the Contract, a Notice is effective (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this provision. Any delay in exercising or non-exercise of any right by either Party shall not be deemed a waiver of that right. Any remedy conferred upon each Party for breach of the Contract shall be in addition to and without prejudice to all other rights and remedies available to such Party, unless otherwise specifically set forth in the Contract.

如果本合同的任何条款或条件无效、违法、或无法执行,则此类无效、违法或无法执行不影响合同的其他任何条款或条件。本合同项下的所有通知、要求、同意书、索赔、要求、放弃和其他通信(统称“通知”)均应为书面形式,并按照本合同中所列地址或双方以书面形式指定的任何其他地址发给双方。通知可通过专人送达、快递、传真、电子邮件、或挂号方式发送。除非本合同另有规定,否则通知应在:(a)接收方收到时生效;(b)发送方满足本条要求时生效。任何一方未能行使或未能及时行使任何权利不得被视为对该权利的放弃。就违反本合同的行为而授予任何一方的补救办法均应为叠加的,不影响该方所拥有的任何其他权利和补救办法,除非本合同中另有明确规定。

28. Supplier's Nominated Contact and Employees staffed for the performance of the Services 供应商指定联系人和为履行服务配置的员工

The Supplier shall bear any and all liabilities regarding the management, the organization and the supervision of the Services. Any Supplier's employee, agent, consultant or servant involved in the performance of the Services (collectively the "**Supplier Employees**") shall have no working relations with the Purchaser. The Supplier will designate and communicate in writing to the Purchaser the Supplier's nominated contact having the responsibility to: (i) coordinate all activities required for the performance of the Services; (ii) issue any directions to Supplier Employees; and (iii) monitor the compliance by any Supplier Employees of the policies and procedures applicable at the site where the Services shall be performed, as in force from time to time. With respect to the Supplier Employees, the Supplier undertakes to comply with any and all obligations set forth by Applicable Laws. Should the Services be performed at any site of the Purchaser and/or its client, the Parties shall inspect the site for the assessment of risks and shall prepare or update the applicable document for the evaluation of interference risks ("**DUVRI**") and/or the applicable document for the evaluation of risks ("**DUVR**"). The Supplier shall inform the Supplier Employees of, and cause such Supplier Employees to comply with, the provisions contained in the DUVRI and/or the DUVR. The nominated contact of the Supplier shall implement the measures of prevention of, and protection from, risks to which the Supplier Employees are subjected, due to the possible interferences deriving from the performance of the Services.

供应商应就服务工作的管理、组织和监督承担全部责任。供应商参与履行服务的员工、代理商、顾问、或服务人员(统称“**供应商员工**”)与采购方没有任何工作关系。供应商将以书面形式告知采购方其指定负责以下工作的联系人: (i)协调履行服务所需的所有活动; (ii)向供应商员工发出任何指令; (iii)监控供应商员工对在服务履行地适用的相关政策和程序的执行情况。对于供应商员工, 供应商承诺遵守适用法律规定的所有义务。如果服务是

在采购方和/或其客户的任何地点履行, 则双方应对该地点进行检查, 进行风险评估, 并应编写或更新适用的干扰风险评估文件(“**DUVRI**”)和/或适用的风险评估文件(“**DUVR**”)。供应商应告知并促使其员工遵守**DUVRI**和/或**DUVR**中所含规定。供应商的指定联系人应采取预防和保护措施, 防止供应商员工遭受因履行服务所产生的可能的干扰而发生的风险。

The Supplier expressly agrees and accepts to be bound by all these General Conditions.

供应商明确同意和接受所有《一般条款》, 并受其约束。