PURCHASE ORDER TERMS AND CONDITIONS

采购订单条款和条件

These Purchase Order Terms and Conditions (the "**PO Terms**") apply to the purchase order issued by Company to Contractor (the "**Purchase Order**"). Any attachments to, or documents or portions thereof referenced in, the Purchase Order are collectively referred to as "**Attachments.**" The PO Terms, the Purchase Order, the Attachments including any contract/agreement mutually agreed between the Parties collectively comprise the agreement between the Parties (the "**Contract**"). The Purchase Order is effective on the Effective Date.

本采购订单条款和条件（以下简称"**采购订单条款**"）适用于公司向承包商发出的采购订单（以下简称"**采购订单**"）。采购订单的任何附件，或采购订单中引用的任何文件或其部分，统称为"**附件**"。采购订单条款、采购订单、附件（包括双方共同商定的任何合同/协议）共同构成双方之间的协议（以下简称"**合同**"）。采购订单自生效日起生效。

1. DEFINITIONS 定义

Capitalized terms, which are not defined elsewhere within these PO Terms, have the following meanings.

本采购订单条款中未在其他地方定义的大写术语，具有以下含义。

Affiliate means, in relation to a Party, any other business entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party.

"**关联方**" 就任何一方而言，指直接或间接控制该方、受该方控制或与该方处于共同控制之下的任何其他商业实体。

Applicable Law means any statute, law, regulation, code, ordinance, rule, license, permit, judgment, arbitral award, decree, or order, of any national, state, or local court or other Governmental Authority, which are applicable to the Contract, the Work, the Site, or the Parties.

"**适用法律**" 指任何国家、州或地方法院或其他政府机关所制定的适用于本合同、工程、现场或双方的任何成文法、法律、法规、法典、条例、规则、执照、许可、判决、仲裁裁决、法令或命令。

Background IP means all Intellectual Property Rights owned by a Party or licensed to such Party before the Effective Date, or which are subsequently acquired, developed, or licensed by such Party independently of the Contract.

"**背景知识产权**" 指一方在生效日前拥有或被授予许可的所有知识产权，或该方嗣后独立于本合同而取得、开发或被许可的所有知识产权。

Claim means any claim, action, demand, proceeding, litigation, arbitration, citation, judgment, summons, subpoena, or investigation of any nature, whether in a civil, criminal, administrative, regulatory, or other forum, whether at law or in equity, and whether present or future, fixed or unascertained, or actual or contingent.

"**索赔**" 指任何性质的索赔、行动、要求、程序、诉讼、仲裁、传唤、判决、传票、传唤令或调查，无论是民事、刑事、行政、监管或其他场合，无论是基于法律或衡平法，也无论是现在或将来、已确定或未确定、实际或或有的。

Company means the Albemarle entity that issues the Purchase Order.

"**公司**" 指签发采购订单的雅保实体。

Company Group means Company and its Affiliates and its and their respective directors, officers, employees, and agents.

"**公司集团**" 指公司及其关联方，以及各自的董事、高管、员工和代理人。

Completion means the completion of the whole of the Work.

"**完工**" 指全部工作的完成。

Confidential Information means: (i) the Contract, Company's Background IP, and Developed IP; and (ii) any information, in any form or medium, which is disclosed or communicated to Contractor Group directly or indirectly by Company Group, or which is otherwise acquired by Contractor Group in connection with the Contract.

"**保密信息**" 指：(i) 本合同、公司的背景知识产权及开发知识产权；以及 (ii) 公司集团以任何形式或媒介直接或间接向承包商集团披露或传达的任何信息，或承包商集团因本合同而以其他方式获得的任何信息。

Consequential Loss means any consequential or indirect damage or loss, including loss of profit, loss of revenue, loss of production, loss of opportunity, loss of savings, or loss of reputation by a Party, except to the extent such damage or loss is connected with a Third Party Claim or Loss for which a Party is seeking contribution or indemnification from Contractor pursuant to the Contract.

"**间接损失**" 指一方遭受的任何后果性或间接损害或损失，包括利润损失、收入损失、生产损失、机会损失、储蓄

损失或声誉损失，但在该损害或损失与一方依据本合同向承包商寻求分担或补偿的第三方索赔或损失有关的范围内除外。

Contractor means the contractor entity that accepts the Purchase Order.

"**承包商**" 指接受采购订单的承包商实体。

Contractor Group means Contractor, Subcontractors, its and their respective Affiliates and its and their directors, officers, employees, and agents, including all Personnel.

"**承包商集团**" 指承包商、分包商、它们各自的关联方以及它们的董事、高管、员工和代理人，包括全部**人员**。

Defect means: (i) an error, omission, or defect in the Work; (ii) a failure of the Work to conform to the warranties set forth in the Contract; or (iii) the Work not conforming to the requirements of the Contract.

"**缺陷**" 指：(i) 工作中的错误、遗漏或缺陷；(ii) 工作不符合本合同所规定的保证；或 (iii) 工作不符合本合同的要求。

Delivery Point means the destination or destinations where the Goods are to be delivered as specified in the Contract, or any other destination as notified by Company in writing.

"**交货地点**" 指本合同所规定的货物交付目的地，或公司以书面通知的任何其他目的地。

Effective Date means the date of Contractor's acceptance of the Purchase Order occurring on the earlier of: (i) the date Contractor accepts the Purchase Order (via written acceptance, written acknowledgement, or electronic data interchange); or (ii) the date Contractor commences Work, which is expressly authorized by Company.

"**生效日**" 指承包商接受采购订单的日期，以下列较早者为准：(i) 承包商接受采购订单之日（通过书面接受、书面确认或电子数据交换）；或 (ii) 承包商在公司明确授权下开始工作之日。

Good Industry Practice means performing the Work in a diligent and professional manner and exercising the degree of skill and care reasonably expected of a qualified, competent, and experienced contractor in providing goods or services that are similar to the Goods or Services set out in the Contract.

"**良好行业惯例**" 指以勤勉和专业的方式履行工作，并按照对合格、胜任且经验丰富的承包商所期望的技能和谨慎程度，来提供与与本合同所列货物或服务类似的货物或服务。

Goods means the goods, materials, equipment, parts, hardware, software, and other items that Contractor is required to supply to Company as specified in the Contract.

"**货物**" 指本合同规定的承包商须向公司提供的货物、材料、设备、零部件、硬件、软件及其他物品。

Governing Law means the governing law specified in Section 25.1 (Governing Law - PRC) or Section 26.1 (Governing Law - APAC), as applicable.

"**适用法律**" 指第 25.1 条（适用法律—中国）或第 26.1 条（适用法律—亚太地区），视具体情况而定。

Governmental Authority means any international, national, state, provincial, regional, county, municipal, or local government, administrative, judicial, or regulatory entity or body operating under Applicable Law and includes any subdivision, department, or administrative agency of any such entity or body.

"**政府机关**" 指依适用法律运作的任何国际、国家、州、省、区域、县、市或地方政府、行政、司法或监管实体或机构，包括任何此类实体或机构的下属单位、部门或行政机构。

Intellectual Property Rights means all present and future rights conferred by Applicable Law in, or in relation to, any copyrights, trademarks, designs, patents, business names, internet domain names, websites, works of authorship, inventions, trade secrets, and other results of intellectual activity in the industrial, commercial, scientific, or other fields, whether registrable, registered, patentable, or patented. These rights include all: (i) rights in applications to register these rights; (ii) renewals and extensions of these rights; and (iii) rights in the nature of these rights, excluding moral rights.

"**知识产权**" 指适用法律对工业、商业、科学或其他领域中的任何著作权、商标、设计、专利、商号、互联网域名、网站、作品、发明、商业秘密以及其他智力活动成果所授予的一切现有及将来的权利，无论是否可注册、已注册、可专利或已授予专利。该等权利包括：(i) 申请注册该等权利的权利；(ii) 对该等权利的续展和延期；以及 (iii) 具有该等权利性质的权利，但不包括精神权利。

Loss includes any loss, damage, liability, obligation, cost, or expense (including any attorneys' fees, expert fees, and other legal costs), however it arises and whether it is present or future, fixed or unascertained, or actual or contingent.

"**损失**" 包括任何损失、损害、责任、义务、成本或费用（包括任何律师费、专家费和其他法律费用），无论其如何产生，也无论是现在或将来、已确定或未确定、实际或或有的。

Parties means Company and Contractor collectively, and **Party** means Company or Contractor individually.

"**双方**" 指公司和承包商的合称，而"**一方**"指公司或承包商中的任何一方。

Personnel means any individuals who perform Work by or on behalf of Contractor Group.

"**人员**" 指由承包商集团或代表承包商集团履行工作的任何个人。

Services means the services, tasks, and activities Contractor is required to perform under the Contract and includes all items necessary for, or incidental to, the proper performance thereof.

"**服务**" 指承包商根据本合同须履行的服务、任务和活动，包括为其正常履行所必需或附带的所有项目。

Site means the location or locations on, under, in, or through which the Work will be performed by Contractor, including the facilities and locations of Contractor Group or the facilities or locations of Company or Company's other contractors at which Services will be performed or Goods will be delivered.

"**现场**" 指承包商履行工作所涉及的一个或多个地点（包括但不限于其上方、下方、内部或通过的地点），也包括承包商集团的设施和地点、公司及其其他承包商的设施或地点（这些地点将用于提供服务或交付货物）。

Subcontract means any contract of any tier (other than the Contract) for the performance of any part of the Work or the supply of any item to be incorporated into the Work.

"**分包合同**" 指为履行工作的任何部分或提供将被纳入工作的任何物品而订立的任何层级的合同（本合同除外）。

Subcontractor means a party of any part (other than Contractor) to a Subcontract including its employees and agents.

"**分包商**" 指分包合同的任何层级的一方（承包商除外），包括其员工和代理人。

Third Party means any person or entity not included in Company Group or Contractor Group.

"**第三方**" 指不属于公司集团或承包商集团的任何个人或实体。

Variation means an increase, decrease, substitution, omission, or variation of the Work.

"**变更**" 指对工作的增加、减少、替代、删除或变更。

Warranty Period means a period of twelve (12) months for Goods and six (6) months for Services, commencing on Completion, unless otherwise stipulated in the other terms of the Contract.

"**质保期**" 指自完工之日起算，货物为十二（12）个月、服务为六（6）个月的期间，除非本合同其他条款有另外约定。

Willful Misconduct means: (i) the act or failure to act by a person that was in reckless disregard of, or indifferent to, the harmful consequences to the safety or property of another, which the person acting or failing to act knew would result from such act or omission; (ii) the conscious and intentional disregard of, or indifference to, the rights and safety of others, which a person knows or should know is reasonably likely to result in injury, damage, or other harm; or (iii) fraud.

"**故意不当行为**" 指：(i) 某人明知其作为或不作为将对他人的安全或财产造成有害后果，仍对该有害后果鲁莽不顾或漠不关心的作为或不作为；(ii) 明知或应知合理可能会导致人身伤害、损害或其他危害，仍有意识地、故意地无视或漠视他人的权利和安全；或 (iii) 欺诈。

Work means all work, Goods, and Services that Contractor is required to provide or perform in accordance with the Contract, including the provision of all management, engineering, design, supervision, Personnel, equipment, Contractor work product, facilities and all other items, as applicable, whether of a temporary or permanent nature, necessary for the proper performance of the Contract, unless specifically identified in the Contract as being provided by others.

"**工作**" 指承包商根据本合同须提供或履行的全部工作、货物和服务，包括（视情况而定）为本合同正常履行所必需的全部管理、工程、设计、监督、人员、设备、承包商工作成果、设施和所有其他项目的提供，无论其性质为临时或永久，但本合同明确指明由他人提供者除外。

2. PRECEDENCE AND INTERPRETATION 优先顺序与解释

2.1. In the event of any ambiguity, conflict, or inconsistency among these PO Terms, the Purchase Order, and the Attachments, precedence is set in the following order: (1) these PO Terms; (2) the Purchase Order; and (3) the Attachments including any contract/agreement mutually agreed between the Parties; except that the Purchase Order will take precedence over these PO Terms only to the extent the Purchase Order (and not the Attachments) expressly supplements or varies a provision in these PO Terms.

若本采购订单条款、采购订单及附件之间存在任何歧义、冲突或不一致，其优先顺序如下：(1) 本采购订单条款；(2) 采购订单；及 (3) 附件，包括双方共同商定的任何合同/协议；但以下情形除外：采购订单（而非附件）明示补充或变更本采购订单条款中的某条款时，采购订单应优先于本采购订单条款适用（仅以该等明示补充或变更的范围为限）。

2.2. Contractor's acceptance of the Purchase Order, which must occur within 5 days after receipt of a Purchase Order, is limited to the terms and conditions stated in these PO Terms. Company rejects and expressly excludes from the Contract any reference to, or incorporation of, terms or conditions of Contractor in the Purchase Order or in the

Attachments. However, Company accepts any reference to a Contractor proposal in the Purchase Order or in the Attachments but only to the extent it sets forth a description of the Work and/or any pricing or rates that are not otherwise set out in, or contradicted by, terms in the Purchase Order.

承包商对采购订单的接受应在收到采购订单后 5 日内作出，且仅限于本采购订单条款所载的条款和条件。公司拒绝并明确将采购订单或附件中任何对承包商条款或条件的引用或纳入排除于本合同之外。但公司接受采购订单或附件中对承包商要约的引用，但仅限于其载明了工作的描述和/或采购订单中未另行规定或与采购订单条款不相矛盾的任何定价或费率。

This Purchase Order constitutes an offer made by Company to Contractor. If Contractor exhibits any of the following circumstances, it shall be deemed to have accepted this Purchase Order and all its terms, and the Contract shall be established: (1) Does not reject in writing within [5] working days after receiving this Purchase Order; (2) Commences the performance of any part of this Purchase Order; (3) Ships any Goods, or commences the performance of any Work or Service; (4) Receives any payment made by Company.

本采购订单构成公司向承包商发出的要约。承包商出现以下任一情形，即视为已承诺接受本采购订单及全部条款，合同成立：（1）在收到本采购订单后【5】个工作日内未书面拒绝；（2）开始履行本采购订单的任何部分或任何工作；（3）发运任何货物、或开始履行任何工作或服务；（4）收取公司支付的任何款项。

2.3. A reference to a “day” or “days” means calendar days. A reference to an Applicable Law is to that Applicable Law as amended, re-enacted, or replaced, and includes any subordinate law, regulation, or interpretation issued under it. A singular word includes the plural, and vice versa. The words “include,” “includes,” and "including" mean without limitation, and the word "or" is not exclusive.

"日"或"天"指日历日。对适用法律的援引包括其经修订、重新颁布或替代后的适用法律，并包括依其发布的任何下位法律、法规或解释。单数词包含复数，反之亦然。"包括"、"包含"及"含有"均表示"不限于"；"或"不具排他性。

3. PERFORMANCE OF THE WORK 工作的履行

3.1. Contractor will perform the Work in accordance with the Contract, including conformance with all its obligations, standards, and specifications. Contractor is solely responsible for the means and methods by which the Work is performed.

承包商应按照本合同履行工作，包括遵守其全部义务、标准和规范。承包商对履行工作所采用的方式和方法承担全部责任。

3.2. Contractor will carry out the Work with due expedition and without delay. Contractor will supply the Goods and/or perform the Services by the date(s) for Completion specified in the Contract.

承包商应迅速、不延误地履行工作。承包商应在本合同规定的完工日期之前供应货物和/或履行服务。

3.3. Any failure of Contractor to perform the Work by the applicable due dates in the Contract shall be a material breach of the Contract. If Contractor becomes aware that anything will delay, or will likely delay, performance of the Work, Contractor must provide Company with written notice of the details related thereto within 3 days after Contractor first becomes aware of such delay.

承包商未按照本合同规定的相应到期日履行工作的，构成对本合同的实质违约。若承包商知悉任何事项将延误或可能延误工作履行的，承包商应在首次知悉该延误后 3 日内向公司提供与之相关的详情书面通知。

3.4. Contractor will comply with directions from Company regarding the Work. Contractor will perform, and cause Personnel to perform, the Work in a safe and careful manner. Contractor is solely responsible for the safety of Personnel, and for compliance with all health, safety, security, and environmental (“HSSE”) requirements of Company and Applicable Laws relating to HSSE connected with the Work, Personnel, and/or the Site.

承包商应遵守公司关于工作的指示。承包商应以安全谨慎的方式履行工作，并促使人员以同样方式履行工作。承包商对人员的安全以及对公司的全部健康、安全、安保与环境（"HSSE"）要求以及与工作、人员和/或现场有关的 HSSE 适用法律的遵守承担全部责任。

4. WARRANTY OF THE WORK 工作的保证

4.1. Contractor represents and warrants that: (i) the Work will comply with the specifications and other requirements in the Contract; (ii) the Work will be free from Defects; (iii) the Work will be carried out using parts, materials, and Goods that are new and of good quality and workmanship; (iv) the Work will be fit for its intended purpose as described in, or which a Contractor exercising Good Industry Practice would reasonably infer from, the Contract; (v) the Work will be carried out in accordance with Good Industry Practice; and

(vi) the Work will be carried out in accordance with all Applicable Laws and any relevant industry standards and codes.

承包商陈述并保证：(i) 工作将符合本合同的规范和其他要求；(ii) 工作无缺陷；(iii) 工作将使用全新且质量和工艺良好的零部件、材料和货物实施；(iv) 工作将适合本合同所述之预期用途，或遵循良好行业惯例的承包商可合理从本合同推断出的预期用途；(v) 工作将按照良好行业惯例实施；以及 (vi) 工作将按照所有适用法律及任何相关行业标准和规范实施。

4.2. Except for the express warranties set forth in this Contract, Contractor disclaims any other express warranties and any implied warranties, including the implied warranties of merchantability or fitness for a particular purpose with respect to the Work.

除本合同所明示的保证外，承包商不作出任何其他明示保证，且不作出关于工作的任何默示保证，包括适销性或特定用途适用性的默示保证。

5. PERSONNEL 人员

Contractor is responsible for the acts and omissions of all Personnel. Nothing in the Contract or in any Subcontract will be construed to create an employment or contractual relationship between any Personnel and Company.

承包商对所有人员的作为和不作为负责。本合同或任何分包合同中的任何内容均不得被解释为在任何人员与公司之间建立雇佣或合同关系。

6. SUBCONTRACTING 分包

Contractor is responsible for all acts, omissions, performance, and non-performance of all Subcontractors to the same extent as if undertaken by Contractor. Contractor will require each Subcontractor to be bound by the terms and conditions of the Contract to the extent they are applicable to the Subcontractor.

承包商对所有分包商的所有作为、不作为、履行和不履行承担责任，其程度与由承包商自行实施相同。承包商应要求每一分包商在适用于该分包商的范围内受本合同条款和条件的约束。

7. VARIATIONS 变更

7.1. Company has the right to order a Variation. Alternatively, if Contractor believes an event warranting a Variation has occurred, Contractor may request a Variation and shall provide written notice to Company thereof no later than 7 days after the event occurs.

公司有权下达变更指令。或者，若承包商认为发生了应进行变更的事件，承包商可请求变更，并应在该事件发生后不迟于 7 日内向公司发出相关书面通知。

7.2. For any Variation ordered by Company, or any Variation requested by Contractor as described above, Contractor shall promptly advise Company of any impact on the Work and provide written substantiation of such impact. If Company determines that a Company-ordered Variation, or a Contractor-requested Variation that Company approves, will have an impact on the Work but Company disagrees with Contractor regarding the extent of the impact, the Parties shall promptly negotiate adjustments for the Variation and document the same in a signed Variation order.

对于公司下达的任何变更，或承包商按上述规定请求的任何变更，承包商应立即告知公司对工作的任何影响，并提供该影响的书面证明。若公司确定公司下达的变更，或公司批准的承包商请求的变更，将对工作产生影响，但公司对影响程度与承包商有异议的，双方应立即就变更的调整进行协商，并以签署的变更单予以记录。

7.3. In the absence of agreement concerning a Variation: (i) Company may direct Contractor to proceed with the Variation based on applicable rates or pricing in the Contract (or reasonable rates or pricing if not specified in the Contract); and (ii) Contractor shall, if directed by Company, proceed diligently to implement the Variation.

若就变更未能达成协议：(i) 公司可指示承包商按本合同中的适用费率或价格（若本合同未规定则按合理的费率或价格）继续执行变更；以及 (ii) 承包商在公司指示下，应勤勉地实施变更。

8. INSPECTION, DELIVERY, AND COMPLETION 检验、交付与完工

8.1. At any time prior to Completion, Company or its authorized representative is entitled to inspect any Goods, Services, or the performance of any Work at a Site.

在完工前的任何时间，公司或其授权代表有权在现场对任何货物、服务或任何工作的履行进行检验。

8.2. Unless otherwise agreed by Company in writing, the default term of shipment shall be DDP (Incoterms 2010) Delivery Point. Delivery shall not constitute acceptance of the Goods.

除非公司另行书面同意，默认的装运条件为 DDP（《2010 年国际贸易术语解释通则》）交货地点。交付并不构成对货物的验收。

8.3. If Contractor delivers more Goods than the quantity specified under the Contract, Company has the right to return any excess quantities to Contractor at Contractor's risk and expense.

若承包商交付的货物数量超出本合同规定的数量，公司有权将任何超出部分退还给承包商，由承包商承担风险和费用。

8.4. The date of Completion will occur when Company accepts all of the Work.

完工日期为公司接受全部工作之日。

9. REMEDY OF DEFECTS 缺陷救济

9.1. At all times during performance of the Work and during the Warranty Period, Contractor shall, at its sole expense and risk, remedy all Defects. Upon receipt of written notice from Company regarding a Defect during the performance of the Work or during the Warranty Period, Contractor shall promptly remedy the Defect (which may include repair, replacement, reperformance, or other means necessary), as required by Company, in accordance with this Section 9.
在工作履行期间及质保期内的任何时候，承包商应自行承担费用和风险对所有缺陷予以救济。在收到公司于工作履行期间或质保期内发出的关于缺陷的书面通知后，承包商应按照公司的要求并依据本第 9 条，立即对缺陷进行救济（可包括修理、更换、重新履行或其他必要手段）。

9.2. If Contractor does not remedy a Defect within a reasonable period, Company has the right to remedy the Defect itself, or have others remedy the Defect, and to recover the costs of doing so from Contractor. If Contractor remedies a Defect, the rectified Work will be subject to a separate Warranty Period commencing on the date of rectification; provided, however, that such separate Warranty Period will not exceed 18 months from the commencement of the original Warranty Period for the defective Work (unless otherwise stipulated in the other terms of the Contract), subject to compliance with the mandatory minimum warranty periods prescribed by Applicable Laws.
若承包商未在合理期间内对缺陷予以救济，公司有权自行或委托他人对该缺陷进行救济，并向承包商追偿由此产生的费用。若承包商对缺陷进行了救济，则经修复的工作自修复之日起适用单独的质保期；但该单独质保期自该缺陷工作的原始质保期起算不得超过 18 个月（除非本合同其他条款有另外约定），同时须遵守适用法律规定的强制性最短质保期。

9.3. Company may also: (i) refuse delivery of Goods that are nonconforming in the manner or time of delivery, in the cadence of shipment, or in any other manner, and return same at Contractor's risk and expense; and (ii) require Contractor to refund amounts paid to Contractor for such Goods.

公司还可以：(i) 拒绝接收在交付方式或时间、装运节奏或其他任何方面不符合要求的货物，退还的风险和费用由承包商承担；以及 (ii) 要求承包商退还就该等货物向承包商支付的款项。

10. PAYMENT 付款

10.1. After the end of each month, Contractor will submit an invoice to Company specifying the amount owed under the Contract for the previous month, as well as any supporting documentation Company reasonably requires. The invoice will be in a form approved by Company and will include the Purchase Order number. If there are conflict provisions regarding the invoicing milestones or settlement milestones in the other terms of the Contract, the other terms of the Contract shall prevail.
每月结束后，承包商应向公司提交发票，载明上月按本合同应付款项金额，并附公司合理要求的任何佐证文件。发票应采用公司认可的格式并注明采购订单编号。双方对于开票节点或结算节点在合同其他条款中有另外约定时，以本合同其他相应条款为准。

10.2. Company will pay the amount set out in an accurate and complete invoice within 60 days after receiving such invoice. Contractor acknowledges and agrees that: (i) Company pays invoices on the 2nd and 15th of each month (each a "**Payment Cycle Date**"); and (ii) Contractor's properly submitted invoices will be paid on the Payment Cycle Date immediately following the payment due date of the applicable invoice. If there are conflict provisions regarding the payment term in the other terms of the Contract, the other terms of the Contract shall prevail.
公司将在收到准确、完整发票后 60 日内支付发票所载金额。承包商确认并同意：(i) 公司在每月 2 日和 15 日支付发票款项（每日均称为"**付款周期日**"）；以及 (ii) 承包商妥善提交的发票将在相应发票到期日之后的下一个付款周期日予以支付。双方对于付款条款在合同其他条款中有另外约定时，以本合同其他相应条款为准。

10.3. Company has the right to set off monies owed, or reasonably likely to be owed, by Contractor to Company

under the Contract against payments due to Contractor by Company under the Contract.
公司有权将承包商根据本合同欠付或合理预期将欠付公司的款项与公司根据本合同应付给承包商的款项相抵销。

10.4. Contractor must pay all taxes and duties arising in connection with the Contract, except Company is responsible for paying any sales taxes.

承包商须支付因本合同产生的所有税费和关税，但销售税由公司负责支付。

11. TITLE AND RISK OF LOSS 所有权与风险

11.1. Title to and ownership of the Goods, or any components thereof, shall pass to Company upon the earlier of delivery of, or payment by Company for, such Goods or components in accordance with the Contract. Contractor represents and warrants that Company will receive good title to, and ownership of, the Goods free and clear from all liens, encumbrances, or other restrictions.
货物或其任何部件的所有权及产权应在根据本合同进行交付或公司为此等货物或部件支付款项二者中较早发生时转移至公司。承包商陈述并保证：公司获得的货物所有权及产权将不存在任何留置权、担保权益或其他限制。

11.2. Contractor is responsible for the care of, and has risk of loss for, the Goods until completion of delivery in accordance with the Contract, or whilst in the custody or control of Contractor Group after delivery.

在按本合同完成交付前，承包商负责货物的照管并承担损失风险；交付后，货物在承包商集团保管或控制之下期间，承包商同样负责其照管并承担损失风险。

12. INTELLECTUAL PROPERTY 知识产权

12.1. Contractor represents and warrants that Company's purchase and use of the Work (or any part thereof) does not infringe, misappropriate, or otherwise violate the rights (including Intellectual Property Rights or moral rights) of any Third Party.
承包商陈述并保证：公司对工作（或其任何部分）的购买和使用不侵犯、盗用或以其他方式侵害任何第三方的权利（包括知识产权或精神权利）。

12.2. Each Party owns and retains all right, title, and interest in and to its Background IP and any derivative works of such Background IP. Company grants to Contractor a non-exclusive, perpetual, royalty-free, fully paid, worldwide, non-transferrable, irrevocable license to use Company's Background IP for the purpose of, and only to the extent required for, Contractor to perform its obligations under the Contract. Contractor grants to Company a non-exclusive, perpetual, royalty-free, fully paid, worldwide, transferable (to members of Company Group), irrevocable license to Contractor's Background IP, including derivative works of Contractor's Background IP, to the extent necessary to use, operate, maintain, repair, and transfer the Goods, and otherwise receive the benefit of the Work provided under the Contract.
各方拥有并保留其背景知识产权及该背景知识产权的任何衍生作品的全部权利、所有权和利益。公司授予承包商一项非排他性、永久性、无使用费、已付清、全球性、不可转让、不可撤销的许可，使其在为履行本合同项下义务之目的下使用公司的背景知识产权，且仅限于履行该等义务所需的范围。承包商授予公司一项非排他性、永久性、无使用费、已付清、全球性、可转让（可转让给公司集团成员）、不可撤销的许可，使其在使用、运营、维护、修理和转让货物以及以其他方式享受本合同项下工作利益所必需的范围内使用承包商的背景知识产权，包括承包商背景知识产权的衍生作品。

12.3. Company shall own all technical developments, inventions, and improvements made by Contractor in connection with the Contract ("**Developed IP**"), except to the extent such Developed IP contains Contractor's Background IP, including derivative works of Contractor's Background IP, ownership of which remains with Contractor.

公司应拥有承包商因本合同而作出的所有技术开发、发明和改进（以下简称"**开发知识产权**"），但该开发知识产权包含承包商背景知识产权（包括承包商背景知识产权的衍生作品）的部分除外，该等部分的所有权仍属于承包商。

13. CONFIDENTIALITY 保密

13.1. Contractor will, and will ensure that Contractor Group will, not disclose or permit disclosure of Confidential Information to a Third Party without Company's prior written consent and will use Confidential Information only in connection with performance of the Contract.
未经公司事先书面同意，承包商不得且应确保承包商集团不得向第三方披露或允许披露保密信息，且仅得在与本合同履行相关的范围内使用保密信息。

13.2. The following is not Confidential Information: (i) information that is public knowledge other than as a result of disclosure by Contractor in breach of the Contract; (ii) information developed without the use of Confidential

Information; or (iii) information in Contractor's possession, without an obligation of confidentiality.
下列信息不属于保密信息：(i) 已成为公开的信息，且并非因承包商违反本合同披露所致的信息；(ii) 未使用保密信息而开发的信息；或 (iii) 承包商已持有且不负有保密义务的信息。

13.3. On Company's request, Contractor will, at Company's option, promptly: (i) return all Confidential Information in its possession or control; or (ii) certify in writing that all such Confidential Information has been destroyed. However, Contractor will not be required to delete Confidential Information held electronically in archival or back-up systems that are maintained pursuant to general archiving or back-up policies, but any such electronic copies will remain subject to the confidentiality obligations of this Section 13.
应公司要求，承包商应由公司选择并立即：(i) 返还其所占有或控制的全部保密信息；或 (ii) 书面证明该等全部保密信息已被销毁。但承包商无义务删除按一般归档或备份政策存档或备份的电子系统中保存的保密信息，该等电子副本仍须遵守本第 13 条的保密义务。

13.4. Contractor's obligations of confidentiality under this Section 13 will continue for 5 years after the termination or completion of the Contract.
承包商在本第 13 条项下的保密义务在本合同终止或完成后继续有效 5 年。

14. INDEMNIFICATION 赔偿

14.1. To the fullest extent permitted by Applicable Law, Contractor shall indemnify, hold harmless, and defend Company Group from and against any Claim or Loss connected with Contractor Group's performance or non-performance of the Contract for the following: (i) injury to an individual (including illness or death) to the extent caused by the negligent or more culpable acts or omissions of Contractor Group (including Willful Misconduct); (ii) damage to any real or personal property, to the extent caused by the negligent or more culpable acts or omissions of Contractor Group (including Willful Misconduct); (iii) infringement, misappropriation, or other violation of a Third Party's Intellectual Property Rights; and (iv) Claims from Personnel concerning any salaries, wages, benefits, other forms of compensation, or any other employment-related Claims.
在适用法律允许的最大范围内，对于与承包商集团履行或不履行本合同有关的下列事项所产生的任何索赔或损失，承包商应对公司集团进行赔偿、免责及抗辩：(i) 因承包商集团过失或更严重过错（包括故意不当行为）的作为或不作为所致的人身伤害（包括疾病或死亡）；(ii) 因承包商集团过失或更严重过错（包括故意不当行为）的作为或不作为所致的任何不动产或动产损害；(iii) 对第三方知识产权的侵犯、盗用或其他侵害；及 (iv) 人员就任何工资、薪金、福利、其他形式报酬或其他任何与雇佣有关的索赔。

14.2. In the event of a Claim or Loss with respect to which a member of Company Group has a claim for indemnification under the Contract, Company will provide written notice to Contractor of the claim. For indemnification claims which Contractor has assumed the defense and indemnity of a Company Group member, Contractor shall not acquiesce in any judgment or arbitration award or enter into any settlement of an indemnified claim without the prior written consent of Company if such judgment, arbitration award, or settlement: (i) does not include an unconditional release of the affected member of Company Group; (ii) admits to any fault or violation of Applicable Law; or (iii) creates an obligation, restriction, or liability on the part of the affected member of Company Group.
若公司集团成员根据本合同就某项索赔或损失享有赔偿请求权，公司应将该索赔书面通知承包商。对于承包商已承担对公司集团成员的抗辩和赔偿义务的赔偿请求，若相关判决、仲裁裁决或和解：(i) 未包含对受影响的公司集团成员的无条件免除；(ii) 承认任何过错或违反适用法律；或 (iii) 为受影响的公司集团成员设定义务、限制或责任，承包商未经公司事先书面同意，不得认可该等判决或仲裁裁决，亦不得就受赔偿之索赔达成任何和解。

15. CONSEQUENTIAL LOSS 间接损失

15.1. Company will be responsible for, and Contractor will not be liable to Company Group for, any of Company Group's Consequential Losses arising under the Contract, regardless of the theory of liability at issue (contract, tort, or otherwise), except for Claims arising out of a breach of Section 13 (Confidentiality) or Contractor's Willful Misconduct.
对于公司集团因本合同产生的任何间接损失，无论涉及的责任理论为何（合同、侵权或其他），公司应自行承担责任，承包商不对公司集团承担责任；但因违反第 13 条（保密）或承包商的故意不当行为引起的索赔除外。

15.2. Contractor will be responsible for, and Company will not be liable to Contractor Group for, any of Contractor Group's

Consequential Losses arising under the Contract, regardless of the theory of liability at issue (contract, tort, or otherwise), except for Claims arising out of Company's Willful Misconduct.

对于承包商集团因本合同产生的任何间接损失，无论涉及的责任理论为何（合同、侵权或其他），承包商应自行承担责任，公司不对承包商集团承担责任；但因公司的故意不当行为引起的索赔除外。

16. INSURANCE 保险

16.1. Contractor must obtain and maintain in full force and effect the insurance policies set forth below. In addition, if Contractor will provide Work at a Company Site, Contractor must obtain and maintain in full force and effect the greater of (i) the insurance policy requirements set forth by ISNetworld (or any other entity engaged to provide similar risk monitoring services to Company), or (ii) the following insurance policies: (i) commercial general liability insurance (including product liability and, for services to be performed, completed operations liability), in an amount no less than $1,000,000 per occurrence and $2,000,000 in the aggregate; automobile; automobile liability in an amount no less than US$1,000,000; worker's compensation in an amount no less than the applicable statutory minimum requirement; and employer's liability in an amount of no less than US$1,000,000; excess or umbrella insurance in an amount no less than US$4,000,000 per occurrence and in the aggregate; and any other insurance of the types and in the amounts that are reasonable and customary (or required by Applicable Law) for the Work, or otherwise required by the Contract.
承包商必须取得并使以下保险保单持续完全有效。此外，若承包商将在公司现场提供工作，承包商必须取得并使下列二者中较高标准者持续完全有效：(i) ISNetworld（或受聘为公司提供类似风险监控服务的任何其他实体）所规定的保险保单要求，或 (ii) 以下保险保单：(i) 商业综合责任险（包括产品责任险以及就应履行服务而言的完工作业责任险），每次事故金额不少于 1,000,000 美元，累计金额不少于 2,000,000 美元；汽车；汽车责任险，金额不少于 1,000,000 美元；工伤赔偿险，金额不少于适用法定最低要求；雇主责任险，金额不少于 1,000,000 美元；超额或伞式责任险，每次事故和累计金额均不少于 4,000,000 美元；以及任何其他就工作而言合理且惯常的（或适用法律要求的）类型和金额的保险，或本合同另行要求的保险。

16.2. Contractor shall provide Company with insurance certificates evidencing such insurance. Contractor will provide at least 30 days' written notice to Company if any such insurance is cancelled or materially changed.
承包商应向公司提供证明该等保险的保险凭证。若任何此等保险被取消或发生重大变更，承包商应至少提前 30 日向公司发出书面通知。

16.3. Contractor's insurance shall: (i) be obtained from an insurance company having an AM Best credit rating of "A-" or better; (ii) include all members of Company Group as additional insureds to the extent permitted under the applicable policy; and (iii) waive any rights of subrogation against Company Group.
承包商的保险应：(i) 从 AM Best 信用评级为"A-"或以上的保险公司取得；(ii) 在适用保单允许的范围内将公司集团全体成员列为附加被保险人；及 (iii) 放弃对公司集团的任何代位追偿权。

16.4. Contractor's insurance shall not limit Contractor's liability under the Contract.

承包商的保险不应限制承包商在本合同项下的责任。

17. SUSPENSION 暂停

Company may, by providing written notice, direct Contractor to suspend the Work at any time for any reason. Contractor will comply with such direction given by Company. Contractor will recommence performing the Work when directed by Company in writing. Where Company issues an instruction to suspend, which has not been given as a result of an act or omission of a member of Contractor Group, Company will only pay Contractor for the reasonable, direct, and substantiated costs arising out of such suspension, provided that Contractor has mitigated these costs.

公司可在任何时间以任何理由通过书面通知指示承包商暂停工作。承包商应遵守公司的该等指示。承包商应在公司书面指示下重新开始履行工作。若公司发出暂停指示并非因承包商集团成员的作为或不作为所致，公司仅须向承包商支付因该暂停产生的合理、直接且有凭证证明的费用，前提是承包商已采取措施减轻该等费用。

18. TERMINATION 终止

18.1. **Termination for Convenience.** Company may in its discretion terminate the Contract for any reason and at any time by giving written notice to Contractor no less than 14 days prior to termination.
便利终止。公司可在终止前不少于 14 日向承包商发出书面通知，自行决定在任何时间以任何理由终止本合同。

18.2. **Termination for Default.** If Contractor is in default of any of its material obligations under the Contract, Company will provide Contractor with written notice of the default. After receipt of the default notice, Contractor will continuously and diligently work to remedy the default. Company will have the right to terminate the Contract: (i) if Contractor has not remedied the default within 15 days after receipt of the default notice; or (ii) if the default cannot reasonably be remedied within 15 days and Contractor does not continuously and diligently work to remedy the default. Company also has the right, at its option, to immediately terminate the Contract by providing Contractor with written notice of termination if: (i) any member of Contractor Group violates Applicable Law in connection with the Contract; or (ii) Contractor is in default of Section 22 (Compliance Undertakings).

违约终止。若承包商违反本合同项下任何实质性义务，公司将向承包商发出违约书面通知。收到违约通知后，承包商应持续且勤勉地致力于补救该违约。公司有权终止本合同：(i) 若承包商未在收到违约通知后 15 日内补救该违约；或 (ii) 若该违约不能在 15 日内合理地予以补救且承包商未持续且勤勉地致力于补救该违约。若 (i) 承包商集团任何成员因本合同违反适用法律；或 (ii) 承包商违反第 22 条（合规承诺），公司亦有权自行决定，通过向承包商发出书面终止通知立即终止本合同。

18.3. **Termination Payments.** Following termination by Company for any reason, Company will pay or credit Contractor, in accordance with the Contract, for the Work performed in accordance with the Contract on or before the date of termination but not yet paid. Following termination for convenience by Company, Company will also pay Contractor for its reasonable, direct, and substantiated costs arising out of such termination, provided that Contractor has mitigated these costs. Except as set out in this Section 18.3, Company will have no obligation or liability to Contractor related to a termination.

终止付款。公司因任何原因终止本合同后，公司将根据本合同就在终止日当日或之前按本合同履行但尚未支付的工作向承包商付款或抵销。公司便利终止后，公司还将向承包商支付因该终止产生的合理、直接且有凭证证明的费用，前提是承包商已采取措施减轻该等费用。除本第 18.3 条规定外，公司对承包商因终止而产生的任何义务或责任概不负责。

18.4. **Obligations on Termination**. If this Contract is terminated under Section 18 for any reason, Contractor will: (i) cease performing the Work as of the date of termination; and (ii) comply with Company's directions related to handing over the Work and Contractor work product to Company and demobilizing from the Site.

终止后的义务。若本合同根据第 18 条因任何理由终止，承包商应：(i) 自终止日起停止履行工作；以及 (ii) 遵守公司关于向公司移交工作和承包商工作成果以及从现场撤离的指示。

19. GOVERNING LAW AND DISPUTES 适用法律与争议

19.1. The Contract will be governed by, and construed in accordance with, the Governing Law, without regard to any conflict of laws principles that would require the application of the law of another jurisdiction.
本合同受适用法律管辖并按其解释，不考虑任何可能导致适用其他司法管辖区法律的冲突法原则。

19.2. Disputes related to the Contract will be resolved in accordance with Section 25.2 (Dispute Resolution - PRC) or Section 26.2 (Dispute Resolution - APAC), as applicable.
与本合同有关的争议将按照第 25.2 条（争议解决——中国）或第 26.2 条（争议解决——亚太区）予以解决，视情况适用。

19.3. During any dispute or arbitration proceeding, Contractor shall continue performing its obligations under the Contract. Each Party shall be responsible for their own costs associated with an arbitration, except that arbitral tribunal costs and compensation of arbitrators shall be shared equally by the Parties. Any arbitration award shall be binding on the Parties and may be entered in any court of competent jurisdiction.

在任何争议或仲裁程序期间，承包商应继续履行本合同项下的义务。各方应自行承担与仲裁相关的费用，但仲裁庭的费用和仲裁员的报酬应由双方平均分担。任何仲裁裁决对双方均具有约束力，并可向任何有管辖权的法院申请执行。

20. APPLICABLE LAW 适用法律法规

Contractor will comply with all Applicable Laws in conjunction with the Contract. To the fullest extent permitted by Applicable Law, Contractor shall indemnify, hold harmless, and defend Company Group, from and against any Claim or Loss in connection with any violation of Applicable Law by Contractor Group.

承包商应遵守与本合同相关的所有适用法律。在适用法律允许的最大范围内，对于因承包商集团违反适用法律而产生的任何索赔或损失，承包商应对公司集团进行赔偿、免责及抗辩。

21. AUDIT 审计

During the performance of Work and for 5 years after the completion of all Work under the Contract: (i) Contractor will maintain books, accounts, and records (including accounting, financial, and billing records) in connection with performance of its obligations under the Contract ("**Records**"); and (ii) Company (or a Third Party appointed by Company) is permitted to audit, at Company's cost, Contractor Group's compliance with its obligations under the Contract, including examining and reproducing Records. Contractor will cooperate with Company during any audit and will provide information and assistance as reasonably required by Company.

在工作履行期间以及本合同项下全部工作完成后的 5 年内：(i) 承包商应保存与履行本合同项下义务有关的账簿、账目和记录（包括会计、财务和结算记录，合称"**记录**"）；以及 (ii) 公司（或公司委托的第三方）有权自费对承包商集团在本合同项下义务的合规情况进行审计，包括查阅和复制记录。承包商应在任何审计期间与公司合作，并按公司合理要求提供信息和协助。

22. COMPLIANCE UNDERTAKINGS 合规承诺

22.1. **Compliance Warranties.** Contractor represents and warrants that as of the Effective Date it has not breached, and is not in breach of, any of the obligations set forth in this Section 22 (Compliance Undertakings).
合规保证。承包商陈述并保证：截至生效日，其未曾违反且目前未违反本第 22 条（合规承诺）项下的任何义务。

22.2. **Code of Conduct.** Contractor has reviewed and agrees to act consistently with, and to adhere to the principles set forth in, Company's Code of Conduct for Business Partners, which can be accessed at https://www.albemarle.com/direct/business-partner-code, as it may be amended from time to time.
行为准则。承包商已审阅并同意按照公司《商业伙伴行为准则》行事并遵守其中所载原则，该准则可在 https://www.albemarle.com/direct/business-partner-code 查阅，并可能不时修订。

22.3. **Data Privacy.** Contractor represents and warrants that its treatment of all personal data complies with Applicable Laws regarding privacy and personal data, and it shall implement and maintain appropriate safeguards no less rigorous than accepted industry practice to ensure the security, confidentiality, and integrity of all personal data that Contractor receives or has access to under this Contract. Contractor will ensure that receipt of and access to any Company personal data is limited to those members of Contractor Group who have a need to receive or access the data to perform their responsibilities under the Contract and shall use such personal data solely for the purpose of the Contract.
数据隐私。承包商陈述并保证：其对所有个人数据的处理符合有关隐私和个人数据的适用法律，并应实施和维持不低于公认行业惯例严格程度的适当保障措施，以确保承包商在本合同项下接收或有权访问的所有个人数据的安全、保密和完整。承包商应确保公司个人数据的接收和访问仅限于为履行本合同项下职责而需要接收或访问该数据的承包商集团成员，并应仅为本合同之目的使用该等个人数据。

22.4. **Trade Controls. 贸易管制**

(a) Contractor will comply with Trade Control Laws in performing its obligations under the Contract. "**Trade Control Laws**" means any Applicable Laws relating to export control, import control, restrictions, sanctions, anti-boycott regulations, and the trade of Goods, Services, software, technology, technical data, or other items. If requested by Company, Contractor will provide Company with trade compliance information including the export control jurisdiction, classification, and harmonized tariff/import code of any Goods, Services, software, technology, technical data, or other items that Contractor supplies to Company in connection with the Contract.

(a) 承包商在履行本合同项下义务时应遵守贸易管制法律。"**贸易管制法律**"指与出口管制、进口管制、限制、制裁、反抵制法规以及货物、服务、软件、技术、技术数据或其他物品贸易相关的任何适用法律。若公司提出要求，承包商应向公司提供贸易合规信息，包括承包商就本合同向公司提供的任何货物、服务、软件、技术、技术数据或其他物品的出口管制管辖地、分类以及统一关税/进口编码。

(b) Contractor shall promptly notify Company in writing providing all relevant details if: (i) its export privileges are denied, suspended, or revoked in any jurisdiction; or (ii) any representation made by Contractor under this Section 22.4 becomes inaccurate or incomplete in any material respect.

(b) 若发生以下情形，承包商应立即以书面形式通知公司并提供所有相关详情：(i) 其出口权利在任何司法管辖区被拒绝、暂停或撤销；或 (ii) 承包商根据本第

22.4 条所作的任何陈述在任何重大方面变得不准确或不完整。

(c) Contractor represents and warrants that any Goods, Services, Work, software, technology, technical data, or other items provided or made available to Company under the Contract: (i) do not constitute items or technology that are prohibited from export, re-export, or transfer under applicable Trade Control Laws; and (ii) to the extent such items or technology are classified as dual-use or otherwise subject to export control or restrictions, and if Company consents to Contractor providing dual use items or restricted import items, all necessary and valid export licenses, permits, or other governmental authorizations have been duly obtained and remain in full force and effect. Contractor covenants that the representations and warranties set forth in this Section shall remain true, accurate, and complete throughout the term of the Contract. In the event any such representation or warranty becomes untrue, inaccurate, or incomplete, Contractor shall promptly notify Company in writing, providing all relevant details and documentation.

(c) 承包商陈述并保证：根据本合同向公司提供或使公司可获得的任何货物、服务、工作、软件、技术、技术数据或其他物品：(i) 不构成适用贸易管制法律下禁止出口、再出口或转移的物品或技术；以及 (ii) 在该等物品或技术被归类为军民两用或以其他方式受出口管制或限制的范围内，且若公司同意承包商提供军民两用物品或受限进口物品，所有必要且有效的出口许可证、许可或其他政府授权均已妥善取得并持续完全有效。承包商承诺本条所载陈述和保证在本合同有效期内持续保持真实、准确和完整。若任何此等陈述或保证变得不真实、不准确或不完整，承包商应立即以书面形式通知公司，并提供所有相关详情和文件。

(d) Contractor shall indemnify, hold harmless, and defend Company Group from and against any Claim or Loss, connected with (i) Contractor's failure to obtain or maintain any required export licenses, permits, or authorizations; or (ii) any unauthorized export, re-export, transfer, or disclosure of restricted technology.

(d) 对于与下列事项有关的任何索赔或损失，承包商应对公司集团进行赔偿、免责及抗辩：(i) 承包商未能取得或维持任何所需的出口许可证、许可或授权；或 (ii) 任何对受限技术的未经授权的出口、再出口、转移或披露。

(e) Contractor is responsible for: (i) exporting and importing any Goods into the country where the Delivery Point is located in accordance with Applicable Law; (ii) managing and clearing customs in the country where the Delivery Point is located, except that, if doing so requires naming Company or a Company Site, Contractor shall inform Company before making any such statement, and Company shall have the right to participate in any communications with the applicable Governmental Authority; and (iii) paying any export or import duty, tariff, or other taxes.

(e) 承包商负责：(i) 按照适用法律将任何货物出口及进口至交货地点所在国家；(ii) 在交货地点所在国家进行报关和清关，但若为此需要提及公司或公司现场，承包商应在作出任何此等声明前通知公司，公司有权参与与相应政府机关的任何沟通；以及 (iii) 支付任何出口或进口关税、税款或其他税费。

22.5. **Anti-Bribery. 反贿赂**

(a) Contractor represents and warrants that it will comply, and will cause all Personnel to comply, with the United States Foreign Corrupt Practices Act, the UK Bribery Act, and any other Applicable Laws relating to anti-bribery and anti-corruption.

(a) 承包商陈述并保证：其将遵守并促使所有人员遵守《美国反海外腐败法》、《英国反贿赂法》以及任何其他与反贿赂和反腐败相关的适用法律。

(b) Contractor represents and warrants that neither Contractor nor any Personnel have, directly or indirectly, made, offered to make, authorized, or received (and will not in the future directly or indirectly make, offer to make, authorize, or receive) any payment of funds, kickback, bribe, gift, gratuity, commission, rebate, payoff, or other thing of value to or from: (i) any member of Company Group, other than the payments set forth in this Contract or other written contractual agreement between Contractor and Company; (ii) any Third Party for the purpose of influencing the performance by Contractor or Company of its respective duties under this Contract; or (iii) any government entity or official, for the purpose of influencing official actions or decisions, or securing any improper advantage.

(b) 承包商陈述并保证：承包商及任何人员均未直接或间接向下列任何人支付、许诺、授权或收受（并且将来也不会直接或间接支付、许诺、授权或收受）任何资金、回扣、贿赂、礼物、馈赠、佣金、返利、买通款或其他有价值之物：(i) 公司集团任何成员，但本合同或承包商与公司之间其他书面合同协议所规定的款

项除外；(ii) 任何第三方，以影响承包商或公司履行本合同项下各自职责的履行；或 (iii) 任何政府机构或官员，以影响其公务行为或决策，或谋取任何不正当利益。

(c) If during the duration of the Contract Contractor or any Personnel become subject to any investigation or enforcement proceeding regarding any offense or alleged offense involving Applicable Laws relating to anti-bribery or anti-corruption, Contractor will notify Company of the investigation or proceeding as soon as possible.

(c) 若在本合同期间承包商或任何人员因涉及反贿赂或反腐败相关适用法律的任何罪行或涉嫌罪行而受到任何调查或执法程序，承包商应尽快将该调查或程序通知公司。

22.6. **Modern Slavery. 现代奴役**

(a) "**Modern Slavery**" means conduct that would constitute a violation of any Applicable Law regarding ethical labor and supply chains, including trafficking of persons, illegal forms of child labor, slavery, forced labor, deceptive recruiting, debt bondage, or offenses involving working without the required visa or work authorization.

(a) **"现代奴役"**指构成违反任何关于道德劳工和供应链的适用法律的行为，包括人口贩运、非法形式的童工、奴役、强迫劳动、欺骗性招聘、债务奴役，或涉及在没有所需签证或工作许可的情况下从事工作的违法行为。

(b) Contractor will: (i) have processes in place to review and mitigate the risks of Modern Slavery practices in its operations and supply chains; (ii) cooperate with Company to address and mitigate any Modern Slavery risks or impacts in connection with the provision of any Work to Company; and (iii) promptly notify Company in writing if it becomes aware of any violation of Applicable Laws relating to Modern Slavery in regard to the Contract.

(b) 承包商应：(i) 建立流程以审查并减轻其运营和供应链中现代奴役行为的风险；(ii) 与公司合作，解决并减轻与向公司提供任何工作有关的任何现代奴役风险或影响；以及 (iii) 若发现与本合同相关的任何违反现代奴役相关适用法律的行为，立即以书面形式通知公司。

22.7 **Security. 安全**

Contractor will establish, maintain, enforce, and continuously improve security procedures and safeguards against the unauthorized use, destruction, loss, or alteration of Confidential Information, which are no less rigorous than accepted industry standards. If access to Company's systems, networks, or devices is required to allow Contractor to perform the Contract, Contractor shall: (i) request prior written approval from Company and (ii) follow Company's security rules regarding such access. Contractor's access shall be limited to that strictly required to meet the requirements of the Contract. In the event of a security incident involving Company systems, networks, devices, or Confidential Information, Contractor shall notify Company as soon as possible in writing and at Contractor's cost investigate the incident, take all necessary steps to eliminate or contain the exposures that led to the incident, and implement rectification measures if a data breach occurred or is likely to occur.

承包商应建立、维护、执行并持续改进针对保密信息未经授权使用、破坏、丢失或篡改的安全程序和保障措施，其严格程度不低于公认的行业标准。若承包商为履行本合同需要访问公司的系统、网络或设备，承包商应：(i) 事先请求公司的书面批准；以及 (ii) 遵守公司关于该等访问的安全规则。承包商的访问应严格限于履行本合同要求所必需的范围。若发生涉及公司系统、网络、设备或保密信息的安全事件，承包商应尽快以书面形式通知公司，并自行承担费用调查该事件，采取一切必要步骤消除或控制导致该事件的风险敞口，并在已发生或可能发生数据泄露时实施纠正措施。

23. FORCE MAJEURE 不可抗力

23.1. "**Force Majeure Event**" means any of the following that is beyond the reasonable control of the affected Party and that arises on or after the Effective Date: (i) "acts of God" such as earthquake, hurricane, or other natural disaster; (ii) armed conflict, riots, or terrorist acts; (iii) labor disputes, which are not limited to the operations of Company Group or Contractor Group, as applicable; (iv) a pandemic declared by the World Health Organization; (v) actions of a Governmental Authority; or (vi) any other circumstance of similar character to items (i) through (v) above.
"不可抗力事件"指下列任何超出受影响一方合理控制范围且在生效日当日或之后发生的事件：(i) "天灾"，例如地震、飓风或其他自然灾害；(ii) 武装冲突、骚乱或恐怖主义行为；(iii) 劳资纠纷（视情况而定，不仅限于公司集团或承包商集团的运营）；(iv) 世界卫生组织宣布的大流行病；(v) 政府机关的行为；或 (vi) 与上述第 (i) 至 (v) 项性质相似的任何其他情形。

23.2. A Party that is unable to perform all or any material portion of its obligations due to a Force Majeure Event shall: (i)

provide prompt written notice to the other Party describing the Force Majeure Event and its impact; and (ii) be excused from such obligations for as long as the impact of the Force Majeure Event continues, but only to the extent the Force Majeure Event could not have been avoided by the reasonable diligence of the affected Party. The affected Party will resume performance of its impacted obligations as soon as reasonably possible after the Force Majeure Event ceases. Each Party shall bear its own costs incurred as the result of a Force Majeure Event.

因不可抗力事件导致无法履行其全部或任何重大部分义务的一方应：(i) 立即向另一方发出书面通知，说明不可抗力事件及其影响；以及 (ii) 在不可抗力事件的影响持续期间免除该等义务，但仅限于受影响一方以合理的勤勉亦无法避免该不可抗力事件的范围。受影响一方应在不可抗力事件结束后，合理可行的范围内尽快恢复履行受影响的义务。各方应自行承担因不可抗力事件而发生的费用。

24. GENERAL 一般条款

24.1. **Notices.** Notices given under the Contract will be in writing, will be effective upon receipt, and will be transmitted by: (i) personal delivery; (ii) express courier service (*e.g.*, Federal Express, DHL); (iii) registered or certified mail (postage prepaid, return receipt requested); or (iv) email (with confirmation of transmission). Any such notice will be addressed to a Party's applicable address set forth in the Purchase Order or such other address as advised by one Party to the other Party from time to time by written notice.

通知。本合同项下的通知应以书面形式作出，自收到之时起生效，并应通过以下方式送达：(i) 专人送达；(ii) 快递服务（例如联邦快递、DHL）；(iii) 挂号信或认证邮件（邮资预付、要求回执）；或 (iv) 电子邮件（附发送确认）。任何此等通知应寄至采购订单所列一方的相应地址，或一方不时以书面通知告知另一方的其他地址。

24.2. **Assignment.** Contractor will not assign, novate, or otherwise transfer all or any part of its rights or obligations under the Contract without Company's prior written consent.

转让。未经公司事先书面同意，承包商不得转让、更替或以其他方式转移其在本合同项下的全部或任何部分权利或义务。

24.3. **Independent Contractor.** Contractor is an independent contractor performing the Contract. Contractor is not authorized to bind or act on behalf of Company in any circumstance whether by contract or otherwise.

独立承包商。承包商作为独立承包商履行本合同。承包商在任何情况下（无论是通过合同或其他方式）均无权约束公司或代表公司行事。

24.4. **No Third-Party Beneficiaries.** Nothing in the Contract, express or implied, is intended to confer upon any person or entity, other than the Parties and indemnitees, any rights or remedies under the Contract.

不存在第三方受益人。本合同中的任何内容，无论明示或暗示，均不意在向双方和受补偿人以外的任何个人或实体授予本合同项下的任何权利或救济。

24.5. **Convention on Contracts Not Applicable.** To the extent permitted by Applicable Law, the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract.

不适用的合同公约。在适用法律允许的范围内，《联合国国际货物销售合同公约》不适用于本合同。

24.6. **No Waiver.** If a Party fails to require performance by the other Party of any provision of this Contract, such failure in no way affects the right to require such performance at any time thereafter. No waiver by a Party of any breach or obligation by another Party will be deemed as a waiver of any prior or subsequent breach or obligation under the Contract.

不弃权。若一方未要求另一方履行本合同任何条款，该未要求不影响其在此后任何时间要求履行的权利。一方对另一方任何违约或义务的弃权均不构成对本合同项下任何先前或嗣后违约或义务的弃权。

24.7. **Cumulative Remedies.** No remedy referred to in this Contract is intended to be exclusive, but each remedy shall be cumulative and in addition to any other remedy referred to in this Contract or otherwise available under Applicable Law, and any remedy can be pursued separately or concurrently.

救济的累加。本合同所述的任何救济均非排他性，每项救济均可累加适用，并附加于本合同所述的任何其他救济或适用法律下可获得的任何其他救济之上，且任何救济均可单独或同时行使。

24.8. **Severability.** If any term, condition, or other provision of the Contract is held to be or made invalid by Applicable Law, or is otherwise rendered invalid, the remainder of the Contract will not be affected or invalidated thereby.

可分割性。若本合同的任何条款、条件或其他规定被适用法律认定或导致无效，或以其他方式变为无效，本合同的其余部分不受影响，亦不因此失效。

24.9. **Survival.** Any provisions in the Contract that by their content or nature are continuing, will survive termination or completion of the Contract.

继续有效。本合同中依其内容或性质属于继续性的任何条款，在本合同终止或完成后继续有效。

24.10. **Entire Agreement and Amendment.** The Contract constitutes the entire agreement between the Parties pertaining to the subject matter contained in the Contract. The Contract supersedes any prior or contemporaneous agreements, proposals, representations, understandings, or communications between the Parties (whether oral or written) pertaining to the subject matter of the Contract. No modification or amendment to the Contract will be binding unless made in writing and signed by each Party.

完整协议与修订。本合同构成双方就本合同所涉主题达成的完整协议。本合同取代双方此前或同时就本合同主题作出的任何协议、要约、陈述、理解或沟通（无论口头或书面）。对本合同的任何修改或修订，除非以书面形式作出并经各方签署，否则不具约束力。

25. PRC-SPECIFIC REQUIREMENTS 中国区特别规定

25.1. **Governing Law - PRC.** If the Contract relates to a Company Site located in the People's Republic of China, or multiple Company Sites at least one of which is located in the People's Republic of China, then the Governing Law will be the laws of the People's Republic of China.

适用法律——中国。若本合同涉及位于中华人民共和国的公司现场，或涉及多个公司现场且其中至少有一个位于中华人民共和国，则适用法律为中华人民共和国法律。

25.2. **Dispute Resolution - PRC.** If the laws of the People's Republic of China is the Governing Law according to Article 25.1, disputes arising out of or in connection with the Contract will be referred to and finally resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the Shanghai International Arbitration Center ("SHIAC") and the arbitration shall be conducted in Shanghai.

争议解决——中国。若根据第 25.1 条适用法律为中华人民共和国法律，则因本合同产生或与本合同相关的争议应提交上海国际仲裁中心（"SHIAC"），按其商事仲裁规则通过有约束力的仲裁最终解决，仲裁地为上海。

26. APAC- SPECIFIC REQUIREMENTS 亚太区特别规定

26.1. **Governing Law - APAC.** If the Contract relates to a single Company Site located in the APAC region but outside the People's Republic of China, or multiple Company Sites that are all located outside the People's Republic of China, the Governing Law will be the laws of the country where the Company Site is located, without regard to its conflict of law principles.

适用法律——亚太区。若本合同涉及位于亚太区域但在中华人民共和国境外的单一公司现场，或涉及均位于中华人民共和国境外的多个公司现场，则适用法律为公司现场所在国法律，不考虑其冲突法原则。

26.2. **Dispute Resolution - APAC.** Disputes arising out of or in connection with the Contract shall be referred to and finally settled by binding arbitration pursuant to the rules of the Relevant Arbitration Institution (defined herein), and the language of the arbitration shall be English. If Seller and Buyer are located in different countries, or, if Seller and Buyer are both located in Singapore or a country other than Korea, Japan or China, the "Relevant Arbitration Institution" shall be Singapore International Arbitration Centre (SIAC) and the arbitration shall be conducted in Singapore. If Seller and Buyer are both located in Korea, the "Relevant Arbitration Institution" shall be Korean Commercial Arbitration Board (KCAB) and the arbitration shall be conducted in Seoul. If Seller and Buyer are both located in Japan, the "Relevant Arbitration Institution" shall be Japan Commercial Arbitration Association (JCAA) and the arbitration shall be conducted in Tokyo. Notwithstanding any provision to the contrary in this subsection, either Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek urgent equitable and injunctive relief as may be available from any court or other authority with competent jurisdiction.

争议解决——亚太区。因本合同产生或与本合同相关的争议应提交相关仲裁机构（定义见下），按其规则通过有约束力的仲裁最终解决，仲裁语言为英语。若卖方和买方位于不同国家，或卖方和买方均位于新加坡或韩国、日本或中国以外的国家，则"相关仲裁机构"应为新加坡国际仲裁中心（SIAC），仲裁地为新加坡。若卖方和买方均位于韩国，则"相关仲裁机构"应为韩国商事仲裁院（KCAB），仲裁地为首尔。若卖方和买方均位于日本，则"相关仲裁机构"应为日本商事仲裁协会（JCAA），仲裁地为东京。尽管本款有任何相反规定，在申请所在司法管辖区法律允许的范围内，任何一方均可向任何有管辖权的法

院或其他当局寻求可获得的紧急衡平救济和禁令救济。