

## General Terms and Conditions of Purchase for Chinese entities

对于国内合同，如果中英文文本之间存在不一致，应以中文版本（第13页）为准。对于跨境性质的合同，应以英文版本（第1页）为准。

For domestic contracts, the Chinese version of the GTC (page 13) shall prevail in the event of divergence between the Chinese and English text. For contracts of a cross-border nature, the English-language version (page 1) shall take precedence.

### 1) ACCEPTANCE, SCOPE AND STRUCTURE OF THESE TERMS

- a) The present General Conditions of Purchase define the terms of purchase of applicable Goods and Services between the Sartorius company placing the Order (as defined hereafter) and its suppliers, sellers, service providers or subcontractors as appropriate (hereinafter "Supplier").
- b) The present General Conditions of Purchase are entirely applicable as soon as the Order is accepted under the terms defined in Article 3 a) hereinafter, as the sole contractual terms applicable between the Supplier and Sartorius, the Supplier giving up its own general conditions of sale. Any withstanding, amending or deviating terms and conditions of Supplier shall not apply, even if Sartorius, knowing of such terms and conditions of Supplier, does not object to them explicitly
- c) All Orders of Sartorius are exclusively governed by the present General Conditions of Purchase and any particular conditions mentioned in the Order (hereinafter "Particular Conditions") as well as (as the case may be) all other contractual documents (hereinafter designed "Other Contractual Documents") defined in the Particular Conditions.
- d) If there is any contradiction between those different documents, the priority order will be as follow:
  1. Particular Conditions
  2. General Conditions of Purchase, and
  3. Other Contractual Documents

- e) Particular Conditions, General Conditions of Purchase and Other Contractual Document constitute the entire agreement between Sartorius and the Supplier (the "Agreement") and prevail over all other prior document, express or implied, written or oral.
- f) In the event the cooperation between Sartorius and the Supplier under which Sartorius may purchase and take delivery of ordered Products from Supplier for resale, and Supplier may manufacture, sell and deliver to Sartorius the volumes and versions of Products ordered by Sartorius, are governed under the terms of a separate purchase agreement, or quality agreement (together the "Related Agreements"), the provisions of the Related Agreements will prevail in the event of any conflict between any provisions of this Agreement and any provision of any Related Agreements.
- g) The present General Conditions of Purchase shall only apply vis-à-vis commercial suppliers and/or contractors and with respect to commercial transactions.
- h) These General Conditions of Purchase shall apply to all transactions between Sartorius and the Supplier in the version current at the time of the conclusion of such transaction, even if their application has not been expressly agreed again.
- i) No variation to these General Conditions of Purchase shall be binding unless agreed in Writing between the authorized Representatives of the Supplier and Sartorius.

### 2) DEFINITIONS

In these General Conditions of Purchase:

**"Affiliate"** means any individual or entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with the ultimate parent company of such Party. For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting rights, or the right to control the policy decisions of the respective entity.

**"Business Day"** means any day other than a Saturday, Sunday or any day which is a public holiday or any day on which banking institutions are authorized or required by law or other governmental action to close.

**"Confidential Information"** means any information that is confidential in nature concerning the other

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Party and/or its Affiliates, including, without limitation, any details of its business, affairs, customers, clients, suppliers, Intellectual Property, plans, strategy, products (either existing or under development), or services.

**"Deliverable"** mean Goods, software, information, technology, and any other items (e.g. reports) to be delivered by Supplier pursuant to the Agreement, including any such items furnished incident to the provision of Services.

**"Delivery Location"** means the location specified in the order to which Supplier shall procure the delivery of the Goods.

**"Force Majeure"** means any event outside the reasonable control of either Party and shall include, without limitation, war, threat of war, revolution, terrorism, riot or civil commotion, strikes, lockout or other industrial action, blockage or embargo, acts of, or restrictions imposed by Government or public authority (including but not limited to shelter-in-place orders), failure of supply of water, power, fuels, transport, equipment or other deliverables or services, explosion, fire, radiation, flood, natural disaster or adverse weather conditions, pandemic, epidemic, or Acts of God.

**"Goods"** means the goods, components, raw materials (including any instalment or any parts for them) which Supplier is to supply in accordance with this Agreement.

**"Intellectual Property"** means patents, patent applications, designs, Inventions (as hereinafter defined), invention disclosures, trade secrets, know-how, registered and unregistered copyrights, works of authorship, computer software programs, data bases, trademarks, service marks, trade names, brand names, logos, and trade dress and any similar proprietary rights and any licenses or user rights related to the foregoing.

**"Invention"** means any new device, design, product, computer program, article, method, process, or improvement or alteration thereon, work of authorship or derivative thereof, or any of the foregoing that is patentable, copyrightable, protectable under any applicable mask works law, protectable as a trade secret or protectable under any similar law, whether registered or not.

**"Order"** means all order(s) placed by Sartorius for the supply of Goods and/or performance of Services.

**"Price"** means the price for the Goods or Services determined in accordance with the Order and "Prices" shall be interpreted accordingly.

**"Representatives"** means Sartorius and Supplier's

respective employees, agents, consultants, officers, subcontractors and Affiliates.

**"Services"** means all services described in the Order and/or supplied by the Supplier to Sartorius under these General Conditions of Purchase.

**"Specifications"** mean the description of the Goods and Services and attached to the Order or otherwise provided to the Supplier by Sartorius in Writing.

**"Supplier"** means the person or entity who accepts the Order from Sartorius for the purchase of the Goods or Services, or whose quotation for the Goods or Services is accepted by Sartorius.

**"Warranty Period"** means the period commencing on the later of (i) the date the Goods are received by Sartorius or the Services are performed, and ending two (2) years thereafter; (ii) or commencing on the date on which the Goods have been put into service for their specified use or the Services performed and ending two (2) years thereafter.

**"Writing"** means communication by letter or by e-mail and written will be interpreted accordingly.

Any reference in these General Conditions of Purchase to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these General Conditions of Purchase are for convenience only and shall not affect their interpretation.

## 3) ORDERS

- a) The Supplier shall acknowledge receipt of the Order placed by Sartorius and any variation (if applicable) within two (2) Business Days.
- b) Acceptance of the Order (whether made by written or oral acknowledgement or shipment of the Goods or performance of the Services subject to and specified in the Order, or any part thereof) constitutes acceptance by the Supplier of these General Conditions of Purchase. Any delivery made or work started by the Supplier pursuant to the Orders shall constitute acceptance of the Order.
- c) The Supplier acknowledges that except as specifically provided within the Order, the rates and Prices therein are sufficient to cover its obligations, whether expressed or implied under the Order. When the work or any part of it is to be performed anywhere other than the Supplier's premises, it shall be deemed to

have satisfied itself as to all local conditions and other factors as may affect the performance of the work.

## 4) SPECIFICATIONS

- a) Sartorius is, at all times, relying on the Supplier's knowledge and skills. To that extent, the Supplier warrants that the quantity, quality and description of the Goods and the Services shall, subject as provided in these General Conditions of Purchase, be as specified in the Order and/or in any applicable Specification supplied by Sartorius to Supplier, or agreed in Writing by Sartorius. The Goods and Services shall comply with all relevant legislation and any applicable up-to-date standards.
- b) The Goods supplied shall be new and shall not have been used previously.
- c) The Supplier shall clearly list any exceptions or deviations to requirements to the Specifications and all other documents and standards and each deviation shall be serially numbered. The deviations must be supported by strong justification and is subject to Sartorius' prior written approval to become effective. In the absence of a separate exceptions list, the documents shall be considered accepted by the Supplier.
- d) Any Specification supplied by Sartorius to the Supplier or specifically produced by the Supplier for Sartorius in connection with the Order, together with any Intellectual Property rights in the Specification, shall be the exclusive property of Sartorius. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of its own, or as required for the purpose of the Order.
- e) These warranties shall survive acceptance of these General Conditions of Purchase and are in addition to any warranties of additional scope given to Sartorius by the Supplier. No implied warranties are excluded.

## 5) PRICE AND TERMS OF PAYMENT

- a) Prices exclusive of VAT but inclusive of all packaging as stated on the Order shall remain fixed until the delivery and acceptance of all Goods and completion of all the Services, which are the subject of the Order in accordance with these General Conditions of

Purchase.

- b) No invoice will be accepted or processed for payment unless it refers to the Sartorius Order number, is appropriately addressed and provides sufficient detail with respect to each item invoiced.
- c) Sartorius shall pay all invoices as per the terms defined in the Order.
- d) In the event that payment is made before delivery of any or all of the Goods or the Services, the Supplier hereby grants to Sartorius, and Sartorius shall have, a security interest in the Goods, components and/or raw materials used in or purchased or designated for the manufacture of the Goods or purchased using any money paid by Sartorius (or its subsidiaries or agents) to the Supplier (or on the Supplier's behalf), which security interest shall attach to the Goods, components and such raw materials immediately upon the Supplier's receipt of such payment. The Supplier also agrees to execute and file (or, at Sartorius' discretion, permit Sartorius or Sartorius' agents to file), or take such other reasonable actions as deemed necessary by Sartorius, in order to evidence such security interest, at the Supplier's cost.
- e) The making of payment shall not be deemed to constitute acceptance thereof.
- f) All costs, damages or expenses for which the Supplier is liable to Sartorius may be deducted from any amounts due or becoming due to the Supplier, or may be recovered from the Supplier by action at law or otherwise.

## 6) SECURITY STOCK

- a) In order to guarantee Sartorius a certain security and avoid all cease of deliveries, the Supplier agrees and commits itself to maintain a security stock in its factory premises of the Goods listed in the Order issued by Sartorius, and in conformity with the terms listed in the Particular Conditions and/or Other Contractual Documents.
- b) Sartorius reserves the right to audit at any time the security stock in the Supplier's factory premises or other facilities, which Supplier herewith accepts. The audit will be undertaken by an employee or any agent of Sartorius, who will be designated for this purpose

## 7) RISK AND PROPERTY

- a) Risk of damage to or loss of the Goods shall pass to Sartorius when the Goods have been delivered and unloaded.
- b) Where payment for the Goods is made prior to delivery, the title in the Goods shall pass to Sartorius once payment has been made and the Goods have been appropriated or allocated to Sartorius.

## 8) DELIVERY AND IDENTIFICATION OF GOODS AND PERFORMANCE OF SERVICES

- a) Goods and Services shall not be dispatched or performed prior to receipt by the Supplier of Sartorius' written Order. The Goods shall be delivered (and all work associated therewith shall be completed) to the Delivery Location and the Services shall be performed by the date(s) specified in the associated Order or as otherwise agreed by Sartorius in Writing.
- b) The Supplier agrees to perform the Services in accordance with safety rules of Sartorius and applicable safety laws and regulations whenever the Supplier is on Sartorius' premises.
- c) Time shall be of the essence of the Supplier's obligations hereunder. If the Supplier fails to begin performing the work upon receipt of the Order, or it appears to Sartorius that the Supplier may not be able to complete the work by the required date, or the Supplier fails to do so, Sartorius may terminate the Order or any part thereof in accordance with the provisions of Clause 15 hereof.
- d) Without prejudice to any other remedy, if the deliveries of Goods are not made or the Services are not performed on the due date(s), or without certificates, identification or documentation in full compliance with Sartorius' requirements, Sartorius shall be entitled to recover from the Supplier, by way of damages and not as a penalty (either directly or by deduction from any amounts due or which become due to the Supplier) a sum equivalent to 5% of the Price for each week's delay up to a maximum of 50% of the Price (or such other percentage and /or period as may be specified in the Order, Particular Conditions and/or Other Contractual Documents).
- e) Goods delivered in excess of the amount called for in the Order, or without Sartorius written Order, may be

refused and returned to the Supplier at the Supplier's expense, and Sartorius shall be entitled to invoice the Supplier for a handling fee which may amount ten per cent (10%) of the Price of the delivered Goods. .

- f) To the extent that they do not conflict with the terms and conditions of the Order, Incoterms latest edition shall apply to the Order.
- g) Each package or case shall be clearly marked with the Supplier Company's name and Order number and Sartorius' order reference. Where required in accordance with the relevant EC directive, Goods shall be stamped with the EC mark on the product, the documentation and the packaging. Any failure from the Supplier to comply with the provisions of this Clause (8 g may give right to Sartorius to refuse and return the Goods to the Supplier at the Supplier's expense, and Sartorius shall be entitled to invoice the Supplier for a handling fee which may amount ten per cent (10%) of the Price of the delivered Goods.
- h) The Supplier shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. No charge will be allowed for packing, crating, loading, or storage without Sartorius' written permission.
- i) All Goods shall be suitably packed to withstand normal freight handling and to withstand periods of storage and if the Goods or any parts of them are damaged due to faulty or inadequate packing, the damaged Goods or part of them shall be repaired or replaced at the Supplier expense whether or not delivery has been accepted.
- j) An Order and/or delivery shall not be deemed complete until all Goods and all other related Deliverables (including manuals and other documentation) and Services have been actually received and accepted by Sartorius.

## 9) INSPECTION

- a) Sartorius may, at all reasonable times and upon reasonable notice, perform such inspections and/or audit at the Supplier facilities, as Sartorius deems necessary to assure itself of the Supplier's compliance with applicable laws and regulations, the Order and these General Conditions of Purchase.
- b) If as a result of inspection or testing, Sartorius is not satisfied that the Goods or the Services comply in all

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respects with the Order, Sartorius has the right to reject any work which is considered to be defective or inferior in quality of materials, workmanship, processing or design and not in accordance with the Specification, the Supplier shall take such steps as are necessary to ensure compliance. Any work so rejected shall immediately be replaced or corrected at the Supplier's expense. The Supplier shall resubmit the re-performed work for inspection or testing at Sartorius' sole judgement.

## 10) QUALITY OF PERFORMANCE

- a) The Goods or any sample or Services shall be of satisfactory quality and fit for any purpose Sartorius specifies in the Order or by implication made known that Sartorius requires at the time the Order is placed and which is also of a standard not less than that of previous supplies (if any) approved by Sartorius.
- b) The conformity and quality of the Goods and Services provided constitute a hard core condition to the Agreement.
- c) The Goods shall be free from defects in design, material and workmanship. Services shall be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable and all equipment and tools provided will at all times be maintained in first class condition by the Supplier. Sartorius reserves the right to require the replacement of any personnel or tools that do not comply with the foregoing provisions at Supplier's cost.
- d) All processing shall be in accordance with Sartorius' Orders, and is subject to Sartorius' approval. It is agreed that no payment will be made in respect of processing which Sartorius subsequently rejects. The conformity of the Goods and Services, also includes quantity ordered, which could imply the application of the terms of the Clause 8.

## 11) ORIGIN OF RAW MATERIALS

- a) The Supplier shall supply at its own expense, certificates of analysis, tests, and certificates of origin as are required by Sartorius in connection with the Goods or Services or required by law. Such information shall be delivered no later than two (2) business days after Order receipt.

## 12) CHANGES TO GOODS

- a) The Supplier shall have an established Change Control

and Notification procedure to ensure that Sartorius is notified in the event of any changes. This procedure shall allow full traceability of all established changes as well as evaluation of potential impact of the individual change.

- b) Major Changes: The Supplier shall notify Sartorius of any permanent or temporary suspension or implementation of major changes in the production of Goods at least one (1) calendar year in advance by written notice to be countersigned by Sartorius. Major changes shall be the following:

- i. Changes in the composition, source and grade of any raw material.
- ii. Changes in the method of production, processing, sterilization or testing that may affect form, fit or function of the supplied Goods.
- iii. Changes of production location.
- iv. Changes in the specification of supplied Goods.
- v. Changes of pre-suppliers.

- c) Minor Changes: Before any minor changes are made, the Supplier shall inform Sartorius at least six (6) months in advance by written notice to be countersigned by Sartorius. Minor changes shall be the following:

- i. Methods or equipment used for testing the Goods.
- ii. Any other quality assurance activities relating to the Goods.
- iii. Changes in the packaging storage and distribution conditions, if these have been agreed individually between the Parties for the Goods.
- iv. Changes in the labelling, specifically content, if these have been agreed individually between the Parties for the Goods.

- d) Change Notifications must be sent to Sartorius by email to: [supplier.changenotification@Sartorius.com](mailto:supplier.changenotification@Sartorius.com)

- e) The Supplier shall produce enough unchanged Goods to supply Sartorius for a minimum period of twenty-four (24) months after implementation of the announced change.

## 13) CHANGES TO SERVICES

- a) The Supplier shall have an established Change Control and Notification procedure to ensure that Sartorius is

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notified in the event of any changes. This procedure shall allow full traceability of all established changes as well as evaluation of potential impact of the individual change.

b) Major changes: Sartorius requires a prior twelve (12) months written notice from the Supplier, to be countersigned by Sartorius, before the Supplier implements the following changes of the Services:

- i. Changes in the method of processing, sterilization or testing that may affect form, fit or function of the Good where the Service is performed on.
- ii. Changes of service location.
- iii. Changes in any other field impacting the provided Service(s).

c) Minor Changes: Sartorius requires a prior three (3) months written notice from the Supplier, to be countersigned by Sartorius, before the Supplier implements the following changes of the Services:

- i. Methods or equipment used for testing.
- ii. Any other quality assurance activities relating to the Services.
- iii. Changes in the packaging, storage and distribution conditions, e.g. for spare parts.
- iv. Changes in the specifically content.

d) Change Notifications must be sent to Sartorius by email to: [supplier.changenotification@Sartorius.com](mailto:supplier.changenotification@Sartorius.com)

e) The Supplier further guarantees that Sartorius shall have the opportunity within three (3) months of such notice, to procure from the Supplier a quantity of unchanged Services equivalent to a minimum of twelve (12) months consumption requirement. The annual consumption requirement shall be calculated on the basis of the Sartorius' planning at the time of notice

## 14) CONTINUITY OF SUPPLY

Supplier agrees to continue to manufacture, or ensure a third party manufactures the Goods, including any spare parts and/or any element of the Goods for a minimum period of ten (10) years following their delivery. Supplier shall inform Sartorius of total or partial interruption of production of Goods or performance of Services, with no less than two (2) years advance written notice. In the event of a total interruption, Sartorius shall be afforded a "last time buy" of an amount no less than the average

twelve (12) month purchasing history multiplied by the remainder of the continuity period. Supplier undertakes for the same ten (10) year period to supply technical assistance to Sartorius on its first demand and to carry out maintenance of the supply. If Supplier intends to surrender manufacturing or sale of any Goods, Supplier shall inform Sartorius hereof in writing without undue delay. Sartorius shall have the preferred right, within six (6) months upon receipt of this notification, to assume the manufacturing and sale of the respective Goods against payment of a reasonable fee to be negotiated between the Parties hereto.

## 15) WARRANTIES

a) The Supplier acknowledges that Sartorius is at all times relying on the Supplier's knowledge and skills and on its representations and warranties set forth herein.

b) Warranties of Goods: The Supplier hereby represents and warrants to Sartorius that:

- The quantity, quality and description of the Goods and all components, raw materials and related work shall be as specified herein, in the Order and/or in any applicable agreement, Specification or drawing supplied Sartorius to the Supplier or agreed in Writing by Sartorius, or as described in the Particular Conditions and/or Other Contractual Documents.
- The Goods shall comply with and be performed in accordance with all applicable laws, regulations and industry standards, including as to environmental matters and good engineering practices.
- The Goods shall be new and shall not have been used previously and shall be free from defects in design, material and workmanship, merchantable, fit for any purpose Sartorius specifies in the Order or by implication make known to the Supplier at the time the Order is placed.
- The Supplier shall convey to Sartorius good title (free and clear from all liens, encumbrances, claims, and other defects in title) to all Goods delivered to Sartorius.
- The Goods, the process of their manufacture, and the use of the Goods for their any purpose for which they are customarily intended will not infringe any patent claim or other Intellectual Property rights of a third party.
- All documents including invoices, and all information submitted by the Supplier in support of any costs shall constitute a true, accurate and complete description of the Goods, activities and transactions to which they pertain.

- All samples provided to Sartorius by the Supplier shall be free from defects in design, material and workmanship, and no Goods delivered hereunder shall be of a lesser quality or standard than the corresponding samples or previous supplies received by Sartorius from the Supplier without Sartorius' written approval. The acceptance by Sartorius of samples shall not discharge the Supplier of its warranty and shall not be construed or viewed as the acceptance of the Goods delivered.
- All work performed in connection with or related to the Order and/or the Goods shall be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable and all equipment and tools provided will at all times be maintained in first class condition by the Supplier. Sartorius reserves the right to require the replacement of any personnel, tools or equipment that do not comply with the foregoing provisions at the Supplier's cost.
- c) Where the Supplier has the benefit of warranties in relation to components comprised in the Goods, the benefit of such warranties shall be assignable and hereby assigned to Sartorius. Sartorius may assign warranties provided by Suppliers to its customers.
- d) All warranties set forth herein shall survive acceptance of the Goods provided hereunder or termination of the Order and are in addition to any warranties of additional scope given to Sartorius by the Supplier. No implied warranties are excluded.
- e) Without prejudice to other rights or remedies contained herein, Sartorius may at any time terminate the Order(s) and seek damages from Supplier where appropriate. Furthermore, Sartorius reserves the right to manufacture or seek the performance of the obligations hereunder by a third party which would otherwise be performed by the Supplier under the warranty in such cases where the Supplier has been unable to resolve a problem or breach in a reasonable period of time. In such cases, Sartorius reserves the right to charge Supplier for all costs, both direct and indirect, in connection therewith.
- f) Warranties of Services: The Supplier, as a professional, warrants to Sartorius that the Services executed i) conform to the Order, ii) exempt from any apparent defect, whether or not hidden.
- g) The acceptance by Sartorius of the Services provided by the Supplier shall not discharge the Supplier of its responsibility for all non-apparent defects, and whatever the time this defect is discovered.
- h) Without prejudice to Sartorius' ability or right to terminate the Order(s) and seek damages, in the event that the Supplier does not solve the problem(s) within a reasonable period of time, Sartorius reserves the right to provide itself or to seek provision of the Services from a third party and recharge the cost thereof to Supplier.

## 16) INDEMNITY / INSURANCE

- a) Acceptance of the Order constitutes an agreement by the Supplier to indemnify Sartorius and Sartorius' successors and assigns in respect of, and if Sartorius requires, to defend it and its successors and assigns against, all liability, loss, damage, injury (involving any person or property and any action, claim or demand) and charge, cost and expense, including but not limited to, reasonable attorneys' fees, internal processing costs, rework and remanufacturing costs, sustained by or incurred by Sartorius by reason of failure of the Goods or the Services to conform to the warranties contained herein or in the Order or breach by the Supplier of any of its obligations hereunder or negligence or willful misconduct by it, its employees, representatives or agents. Such indemnity shall be in addition to any other remedies afforded by law, contract or equity and shall survive termination of the Order.
- b) The Supplier shall also, at its expense, defend any suit or proceeding brought against Sartorius, Sartorius' successors and assigns, based on a claim that the Goods or any component part furnished hereunder, or the Services, infringe any local, European or foreign patent or other Intellectual Property rights of a third party. The Supplier shall pay all damages, costs and attorneys' fees awarded in any such suit or proceeding and, at Sartorius' discretion, either:
  - at Sartorius' expense, obtain through negotiation the right for Sartorius to continue to purchase and/or use the Goods or the Services;
  - rework the Goods so as to make them non-infringing while preserving their original functionality;
  - replace the Goods with non-infringing Goods with functionally equivalent to the infringing goods;
  - refund Sartorius the amounts paid hereunder if the Goods are not replaceable, or the Services are badly performed or were infringing.

- c) The Supplier shall maintain, at its own expense and through a carrier with an A.M. Best rating of A- or better, insurance coverage with limits typically purchased by companies of similar size in the Supplier industry; provided, however, at a minimum the Supplier will maintain Commercial General Liability Insurance including Products/Completed Operations and Contractual Liability with minimum limits of €2,000,000 for claims of bodily injury, including death, and any other damages that may arise from use of the Goods or Services or acts or omissions of Supplier under the Agreement. Such insurance policies will be written with appropriately licensed and financially responsible insurers. Supplier shall inform Sartorius of any cancellation or reduction in coverage with a minimum of 30 days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to Sartorius upon Sartorius' request.
- d) The Supplier recognizes and agrees that any clause seeking to limit its liability is not acceptable to Sartorius.
- e) The Supplier will provide Sartorius with a certificate of insurance evidencing such coverage and will promptly furnish copies of endorsements and/or policies upon request. The limits and insurance policies/coverage identified in this section are minimum requirements, and shall in no way define or limit the obligation of the Supplier in the event of loss.

## 17) DEFECTIVE GOODS OR SERVICES

- a) Without prejudice of the right for Sartorius to terminate the Order(s) and ask for remedies and damages, the Supplier shall grant to Sartorius, in tandem with any legal warranties, a contractual warranty.
- b) Regarding this contractual warranty, and if Goods or Services are defective or fail to meet the requirements of the Order, Sartorius reserve the right to either:
- Require the Supplier to remedy at its own expense any defects that may arise in the work related thereto. The Supplier shall guarantee for a further 12 months all remedial work carried out under this warranty. Where a defect arises within the original Warranty Period but does not become apparent until that period has expired, the Supplier's liability does not cease because Sartorius has not been able to give notice of the defect.
  - Return the Goods for repair or replacement or require replacement Services within the timescale

- specified by Sartorius at the Supplier cost; or
- Carry out any necessary rectification and then charge the Supplier's account for such work; or
- Require that the Supplier refunds the full Purchase Price within thirty (30) days of Sartorius' notice and terminate the Order;
- Refund to Sartorius all direct and indirect costs supported by Sartorius and deriving from the defects of Goods, including those linked to an eventual campaign of calling-back, spontaneous or provoked, or also imposed by public authorities,
- Compensate Sartorius for all consequences, direct or indirect, which are deriving from the Supplier's responsibility, and regarding bodily injury, material and/or immaterial damages, consecutive and/or non-consecutive suffered by third parties, to Sartorius and to Sartorius' successors.
- Terminate this Agreement.

- c) The Supplier commits itself to (i) send within twenty-four (24) hours of the revelation of the defect at the latest, a report, and (ii) to implement with Sartorius a "quality wall" in order to avoid perturbations in the production (for example: replacement of Goods).

## 18) TERMINATION FOR DEFAULT OR INSOLVENCY

- a) In the event of any default by the Supplier in the performance of any obligations, including without limitation the attainment of delivery or failing to carry out Sartorius' reasonable instructions, Sartorius may, where such default is capable of remedy, give the Supplier written notice to rectify such default in a specified time. If the Supplier fail to comply with the requirements of the notice, or in Sartorius' sole opinion, the Supplier's default is incapable of remedy to Sartorius' satisfaction, Sartorius shall be entitled to terminate the Order in whole or in part, immediately serving notice in writing to the Supplier to such effect, without prejudice to any other rights under the Order or otherwise, and shall have the right to retain any Goods previously supplied under the Order.
- b) Sartorius shall be entitled to terminate the Order if:
- The Supplier becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction). In this case, insolvency law and regulations shall apply; or
  - An encumbrance takes possession, or a receiver



is appointed, of any of Supplier's property or assets; or

- The Supplier ceases, or threatens to cease, to carry on business; or
  - Sartorius reasonably believes or anticipates that any of the events mentioned above are about to occur and notifies the Supplier accordingly.
- c) Sartorius' rights and remedies are in addition to and without prejudice to other rights and remedies under the Order including Sartorius' right to allow the Supplier to continue the work and recover from it the loss or damage suffered by Sartorius in respect of Supplier's defective or delayed performance.

## 19) TERMINATION FOR SARTORIUS' CONVENIENCE

- a) Termination shall not relieve either Party of liability with respect to any breach or with respect to rights and obligations based upon any matter which occurred prior to termination.
- b) All termination shall be preceded by three (3) months' notice. Sartorius shall be entitled, within the period of the said three months' notice, to terminate the Order in whole or in part, by serving notice on the Supplier. The Supplier shall cease all performance except to the extent provided in the notice of termination. In such event, Sartorius shall make payment to the Supplier (as full and final settlement of all claims which the Supplier may have against Sartorius as a result of termination) for all work satisfactorily performed up to the date of termination. This shall include all materials, which have been procured properly by Supplier for incorporation in the work.
- c) The Supplier acknowledges its obligation to take all reasonable steps to mitigate liabilities arising from such termination.

## 20) TOOLS

- a) All special dies, tooling, molds, patterns, jigs, fixtures, and any other property which Sartorius furnishes to the Supplier or specifically pays for, for use in the performance of the Order, shall be and remain Sartorius' property, shall be subject to removal upon Sartorius' instruction, shall be for Sartorius' exclusive use, shall be held at the Supplier's risk, and shall be kept insured by the Supplier at its expense while in its custody or control in an amount equal to the replacement cost, with loss payable by it. The Supplier

shall indemnify Sartorius against all liability, loss, damage and cost, sustained by us arising from a claim by the Supplier's employees, agents or consultants for bodily injury or death in connection with the operation of such equipment while in its care, custody and control.

- b) On the contrary, the Supplier shall not oppose Sartorius its own reserve property clause, or the one deriving from a subcontractor. The Supplier commits itself to take responsibility for all claims and actions which could be brought by any third parties against it and obtain, if necessary, the breaking of such a clause.

## 21) INTELLECTUAL PROPERTY RIGHTS

- a) Any Specification supplied by Sartorius to the Supplier or specifically produced by the Supplier for Sartorius, in connection with an Order, together with any Intellectual Property rights therein, shall be Sartorius' exclusive property. The Supplier shall not disclose to any third party any such Specification except to the extent that it is or becomes public knowledge through no fault of its own; or as required by law, provided that the Supplier gives Sartorius immediate notice of such legal requirement and cooperates fully with Sartorius' attempts to acquire a protective order; or for the purpose of fulfilling the Order, to the extent that the third party is under an obligation of confidentiality no less stringent than as stated herein. The Supplier shall not use any such Specification except to the extent that it is necessary for the purpose of fulfilling the Order.
- b) If Sartorius has commissioned the Supplier to produce a design or Specification or drawing in the Order, the Supplier agrees that the commissioned work is a "Work for Hire", and that Sartorius, as the entity for which the work is prepared, shall own all right, title and interest in and to the work, and any other Intellectual Property rights that may arise from the work. The Supplier further agrees that to the extent that the work is not a "Work for Hire", it will assign to Sartorius ownership of all right, title and interest in and to the work, including ownership of the entirety of any Intellectual Property rights in the work. The Supplier agrees to execute all papers and take all steps necessary for Sartorius to perfect its ownership of the entirety of any Intellectual Property rights in the work.
- c) The Supplier represents and warrants that its work will

be original and will not infringe upon the rights of any third party and will not have been previously assigned or otherwise encumbered, by license or otherwise.

## 22) COMPLIANCE REQUIREMENTS

- a) The Supplier shall comply with all applicable national and international laws and regulations, in particular the applicable customs and export control regulations including US re-export, embargo regulations and sanction programs.
- b) The Supplier undertakes to inform Sartorius in Writing of all foreign trade master data specified below after placing the purchase order (e.g. in the order confirmation) and latest at the point of the delivery (e.g. by printing the information on the delivery note and/or invoice). In case of any changes the Supplier will inform Sartorius in Writing immediately.
- i. The country of origin (non preferential origin) according to the rules of origin from the World Customs Organization (WCO)
  - ii. A long-term vendor declaration (LTVD) for the preferential origin of goods, on request and if applicable, or any other document confirming the preferential origin status of the product
  - iii. A statistical goods number (Harmonized System Code) based on the tariff nomenclature from the World Customs Organization (WCO)
  - iv. The Export Control Classification Number (ECCN) according to the EC-Dual-Use regulation (No. 428/2009 including latest updates) or comparable international lists like German Ausfuhrliste, Swiss Güterkontrollverordnung, Indian SCOMET regulation, Singapore Strategic Goods Control List, as well as a ECCN related to the US Export Administration Regulations (EAR) or any other applicable law or regulation
  - v. The potential share of US components per product (de-minimis ruling) if applicable
- c) Anti-Corruption Laws, U.S. Foreign Corrupt Practices Act and UK Bribery Act:
- i. A director, employee or agent of the Supplier must not: (i) give or receive any commission, fee, rebate, gift or entertainment of significant value from; or (ii) enter into any business agreement with, any director, employee or agent of Sartorius other than as a representative of Sartorius or in the ordinary and proper course of business between any of those parties.
  - ii. The Supplier must not undertake any activity that may constitute a breach of any provision of the Anti-Corruption Laws (any laws or international conventions relating to anti-corruption including: (a) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions 1997; (b) the United Nations Convention against Corruption 2003; (c) the Foreign Corrupt Practices Act of 1977 of the United States of America (as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998) ("FCPA"); (d) the UK Bribery Act 2010; (e) any other applicable law (statute, ordinance, rule or regulation, order of any court, tribunal or any other judicial body or any other administrative requirement) which: (i) Prohibits the offering of any gift, payment or other benefit to any person or any officer, employee, agent or advisor of such person; and/or (ii) Is broadly equivalent to the FCPA and/or the UK Bribery Act 2010, or was intended to enact the provisions of the OECD Convention, or which has as its objective the prevention of corruption and which are applicable in the jurisdiction in which the Supplier is registered, conducts business and/or which any of the Services are performed).
  - iii. The Supplier shall furthermore, in the performance of its obligations under the Agreement, comply at all times and act in a manner consistent with Sartorius' Code of Conduct for Business Partners. The Supplier hereby acknowledges that it has received Sartorius' Code of Conduct for Business Partners (the "Code") available at <https://www.sartorius.com/download/343228/5/sartorius-code-of-conduct-business-partner-en-data.pdf> and agrees that any and all of its employment sites, subsidiaries, divisions, Affiliates, operating entities, personnel or subcontractors doing business with Sartorius and/or any of its direct or indirect subsidiaries will abide by the Code. The Supplier acknowledges that its failure to comply with the Code may result in the cancellation of all existing Orders and

termination of its business relationship with Sartorius.

- iv. Supplier will indemnify and hold Sartorius harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which Sartorius may incur due to Supplier's breach or non-compliance with the provisions of this Section 22.

## 23) FORCE MAJEURE, SPECIAL RULES IN TIMES OF THE COVID-19 PANDEMIC

- a) The parties shall not be liable for damages or for the partial or complete non-fulfilment of obligations under the Agreement if the respective damage or non-fulfilment is due to Force Majeure.
- b) If a Deliverable cannot be provided due to a governmental order issued after the execution of the Agreement (also in the case of the Covid-19 pandemic), which includes or is expected to include the period of delivery of goods or provision of the service outcomes, the parties will inform each other without undue delay. The parties will agree together whether the Deliverables can be made up after the Force Majeure situation has ended and whether Sartorius has an interest in doing so. In case it is possible to make up for the delay/if being interested, the parties will mutually agree on a substitute date or agree on a procedure and a period for determining a substitute date.
- c) Notwithstanding the foregoing, either party shall be entitled to withdraw from the Agreement affected by the Force Majeure if the Force Majeure lasts for at least four (4) weeks within a period of three (3) months. The obligation to pay the remuneration, any claims for expenses or damages and any cancellation costs shall not apply. Payments or part performances already made shall be refunded in full by the parties.
- d) Sartorius and the Supplier acknowledge and agree that all or part of the Order placement and execution will take place during the period of the Covid-19 pandemic. Both parties are aware that the Agreement will be executed in full knowledge of the substantial change in economic life. The Supplier expressly confirms that it will be able to carry out the Order within the terms and conditions set out in the Agreement.

- e) If the Covid-19 pandemic does not allow the delivery of Goods and/or provision of Services on the contractually agreed dates, or only at a higher price than contractually agreed, the invocation of Force Majeure due to the Covid-19 pandemic is excluded; Section 23 c) does not apply in this case.

## 24) MISCELLANEOUS

- a) Any manual of usage, instruction, description, Specification and alike provided by Supplier in relation to the Goods and/or Services shall be in English and any language as required by law.
- b) Any notice required or permitted to be given by either party to the other under these General Conditions of Purchase shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- c) Sartorius failure to insist on the Supplier's strict performance of the Order or any provision(s) of these General Conditions of Purchase at any time shall not be construed as a waiver by Sartorius of performance in the future.
- d) Sartorius' Order is placed subject to the work being carried out by the Supplier and no assignment, subcontracting or transfer is permissible without specific prior arrangement with Sartorius in Writing. No assignment or subcontract (even with Sartorius' consent) shall relieve the Supplier of any obligations under the Order. Any purported assignment, transfer, or subcontract without such written consent shall be void and ineffective. Notwithstanding the foregoing, Sartorius may transfer or assign any Order and/or this Agreement, or any of its rights and obligations under an Order or this Agreement, in whole or in part, without Supplier's consent, to any: (i) Affiliate; (ii) wholly-owned subsidiary or successor-in-interest; or (iii) any third party with which it merges, or consolidates, or to which it transfers all or substantially all of its assets to which this Agreement relates.
- e) If individual provisions of these General Conditions of Purchase are or become fully or partially ineffective, the remaining provisions of these General Conditions of Purchase shall not be affected thereby. This also applies if an unintended omission is found in the

Agreement. A fully or partially ineffective provision shall be replaced or an unintended omission in the General Conditions of Purchase shall be filled by an appropriate provision which, as far as is legally possible, most closely approximates to the original intention of the contractual parties or to what they would have intended according to the meaning and purpose of these General Conditions of Purchase had they been aware of the ineffectiveness or omission of the provision(s) in question.

otherwise expressly permitted by Sartorius, no use of Sartorius's or its Affiliates' brand names, trademarks, trade names, logos or other Intellectual Property is permitted, nor the adoption, use or registration of any words, phrases or symbols so closely resembling any of Sartorius' or its Affiliates' brand names, trademarks, trade names, logos or other Intellectual Property as to be apt to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or to imply any endorsement by Sartorius of another entity's products or services.

- f) The Agreement shall be governed by the laws of the People's Republic of China, excluding its provisions governing conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.04.1980 shall not apply. The venue for all disputes between the parties in relation to the Agreement shall be the China International Economic and Trade Arbitration Commission in Beijing. The arbitration award shall be final and binding on both parties.
- g) Each party undertakes that it will keep any Confidential Information confidential and it will not use or disclose the other Party's Confidential Information to any persons except that it may (i) disclose such Confidential Information to any of its Representatives who need to know the same for the purposes of performing any obligation under this Agreement, provided that such party must ensure that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause as if it were a party; (ii) disclose any Confidential Information as may be required by law, any court or governmental regulatory or supervisor authority or any other authority of competent jurisdiction, provided that each Party gives the Other party immediate notice of such legal requirement and cooperates fully with a Party's attempts to acquire a protective order.
- h) Any sales presentations, websites, marketing, promotion or other publicity material, whether written or in electronic form, that refers to Sartorius, its Affiliates, its products, or to these General Conditions of Purchase must be approved in Writing by Sartorius prior to its use or release.
- i) Sartorius, or its Affiliates, is the owner of certain proprietary brand names, trademarks, trade names, logos and other Intellectual Property. Except as
- j) Nothing in this Agreement shall be deemed to constitute a partnership between the parties or to make either party the agent of the other party for any purpose. Furthermore, each of the parties shall remain solely responsible for its own acts, statements, engagements, performances, products, and personnel.
- k) Nothing in this document is intended to create any rights in third parties against Sartorius

## 适用于中国实体的一般采购 条款和条件

### 1) 本条款的接受、适用范围和结构

- a) 本一般采购条款与条件（“一般采购条款”）阐明了下达订单（定义见下文）的赛多利斯公司与其供应商、卖方、服务提供商或分包商（视情况而定）（下称“供应商”）之间的相关货物与服务采购条款。
- b) 在根据下文第3 a)条所述的条款接受订单之后，本一般采购条款即完全适用，以作为供应商与赛多利斯之间适用的唯一合同条款，并且供应商放弃其自己的一般销售条件。任何供应商的条款与条件以及供应商对本一般采购条件做出的反对、修订或偏离，即使赛多利斯在知悉该等供应商条款和条件后没有明确提出异议，也不适用。
- c) 赛多利斯所有订单仅受本一般采购条款和订单中提及的任何专用条款（下称“专用条款”）以及（视情况而定）专用条款中定义的所有其他合同文件（下称“其他合同文件”）约束。
- d) 不同文件之间如有任何矛盾，优先顺序如下：
  1. 专用条款
  2. 一般采购条款
  3. 其他合同文件
- e) 专用条款、一般采购条款和其他合同文件构成赛多利斯与供应商之间的完整协议（“协议”），优先于所有其他先前文件，无论是明示的还是默示的，书面的还是口头的。
- f) 如果赛多利斯与供应商开展合作，赛多利斯可以从供应商处采购并接受订购的产品以用于转售，并且供应商可以制造、销售并向赛多利斯交付受双方另行签署的采购协议或质量协议（统称“相关协议”）条款约束的产品数量和版本，如本一般采购条款的任何规定与相关协议的规定发生冲突时，以相关协议的规定为准。

- g) 本一般采购条款仅适用于商业供应商和/或承包商以及商业交易。
- h) 本一般采购条款应适用于赛多利斯与供应商之间的所有交易，适用版本为达成交易时有效的版本，即使没有明确再次同意其适用性。
- i) 对本一般采购条款所作的任何变更，除供应商与赛多利斯授权代表之间以书面形式进行约定外，均不具有约束力。

### 2) 定义

在本一般采购条款中：

**“关联公司”**是指任何个人或实体直接或间接(i)控制；(ii)被控制或；(iii)与其受共同的母公司控制。就此项定义而言，“控制”是指直接或间接拥有超过百分之五十(50%)的已发行表决权或者有权控制相应实体的政策决定。

**“工作日”**是指周六、周日或属于法定节假日的任何日期或者法律或其他政府行为授权或要求银行机构停业的日期以外的任何日期。

**“机密信息”**是指与另一方及/或其关联公司相关的具有保密性的任何信息，包括但不限于其业务、事务、客户、供应商、知识产权、计划、战略、产品（无论是现有的还是开发中的）或服务的任何详细信息。

**“可交付成果”**是指供应商根据协议交付的货物、软件、信息、技术和任何其他项目（例如，报告），包括提供服务时附带提供的任何此类项目。

**“交付地点”**是指订单中规定的供应商交付货物的地点。

**“不可抗力”**是指任何一方合理控制之外的任何事件，包括但不限于战争、战争威胁、革命、恐怖主义、暴乱或民众骚乱、罢工、停工或其他劳工行动、封锁或禁运、政府或公共机关采取的行为或限制（包括但不限于就地避难命令）、供水、供电、燃料、运输中断、设备故障、其他可交付成果或服务故障、爆炸、火灾、辐射、洪灾、自然灾害或恶劣气候条件、瘟疫、流行病或天灾。

“**货物**”是指供应商根据本协议提供的货物、组件、原料（包括其安装或任何零部件）。

“**知识产权**”是指专利、专利申请、设计、发明（定义见下文）、发明披露、商业秘密、专有技术、注册和未注册版权、原创作品、计算机软件程序、数据库、商标、服务标志、商品名称、品牌名称、徽标和商业外观、任何类似专有权利以及与前述任何一项相关的任何许可或用户权利。

“**发明**”是指任何新的装置、设计、产品、计算机程序、物品、方法、过程或其改进或更改、原创作品或其衍生作品或者前述各项中可取得专利的、受著作权保护的、根据任何适用集成电路布图设计法律受到保护的、作为商业秘密受到保护的或者受任何类似法律保护的的作品，无论是否已注册。

“**订单**”是指赛多利斯下达的所有货物采购和/或服务履行订单。

“**价格**”是指根据订单确定的货物或服务价格。

“**代表**”是指赛多利斯和供应商各自的员工、代理人、顾问、高管、分包商和关联公司。

“**服务**”是指订单中所述的以及/或者供应商根据本一般采购条款向赛多利斯提供的所有服务。

“**规范**”是指货物和服务的描述，附于订单中或者由赛多利斯另行以书面形式提供给供应商。

“**供应商**”是指接受赛多利斯货物或服务采购订单或者赛多利斯接受其货物或服务报价的人员或实体。

“**保证期限**”是指(i)赛多利斯收到货物或者履行服务之日开始及之后两(2)年结束或者(ii)将货物投入指定用途使用或履行服务之日开始以及之后两(2)年结束（以较晚者为准）的期限。

“**书面**”是指通过信函或电子邮件进行的书面交流。

本一般采购条款中凡述及某法令的任何规定，应解释为述及该规定在相关时间的修订、重新制定或扩展版本。

本一般采购条款中的标题仅为提供方便，不影响其解释。

### 3) 订单

- a) 供应商应在两(2)个工作日内确认收到赛多利斯下达的订单和任何变更（如适用）。
  - b) 接受订单（无论是通过书面或口头确认还是运输货物或履行订单中规定的服务或接受订单中的任何部分）即构成供应商接受本一般采购条款。供应商根据订单进行交付或开始工作，即构成接受订单。
  - c) 供应商认可，除订单中明确规定外，其中的费率和价格足以涵盖其义务，无论是订单项下明示还是默示的义务。当在供应商经营场所以外的任何地方开展全部或部分工作时，视为所有当地条件和其他因素满足其工作开展的需要。
- #### 4) 规范
- a) 赛多利斯始终依赖供应商的知识和技能。在此范围内，供应商保证，根据本一般采购条款中的规定，货物和服务的数量、质量和描述应在订单中明确，以及/或者在赛多利斯向供应商提供的任何相关规范中由赛多利斯书面确定。货物与服务应符合所有相关法律以及任何适用的最新标准。
  - b) 供应商提供的货物应是未曾使用过的全新产品。
  - c) 供应商应明确列出规范要求以及所有其他文件和标准文件的任何例外规定或偏差，并且每项偏差应连续编号。偏差必须有强有力的理由支持，且需赛多利斯事先书面批准方可生效。如无单独的例外规定清单，视为供应商接受标准文件。
  - d) 赛多利斯向供应商提供的或者供应商就订单为赛多利斯明确编制的任何规范以及规范的任何知识产权，应归赛多利斯独有。供应商不得向任何第三方披露或使用任何该等规范，但任何该等规范非因供应商自身的过错或者因订单需要而公开的情形除外。
  - e) 这些保证在接受本一般采购条款后继续有效，并且对供应商向赛多利斯提供的任何附加范围保证作出补充。不排除默示保证。

## 5) 价格和付款方式

- a) 订单上所述的价格不含增值税但包含所有包装费用，在根据本一般采购条款交付和接受所有货物并完成所有服务（为订单的主体）之前，应保持不变。
- b) 发票除非注明赛多利斯订单编号，填写正确的地址并提供关于各项发票的详尽信息，否则不予接受，也不作付款处理。
- c) 赛多利斯应根据订单中约定的条款按发票支付所有费用。
- d) 如果在交付任何或所有货物或服务之前付款，则供应商特此向赛多利斯授予且赛多利斯拥有货物、在货物制造中使用的或为货物制造采购或指定的或使用赛多利斯（或其子公司或代理人）向供应商（或代表供应商的个人或实体）支付的任何资金采购的组件和/或原料中的担保权益，并且该等担保权益在供应商收到货款后，立即附属于货物、组件和该等原料。供应商还同意签署并提交（或者经赛多利斯决定，允许赛多利斯或赛多利斯代理人提交）书面文件或者采取赛多利斯认为必要的其他合理行动，以便证明存在该等担保权益，成本由供应商承担。
- e) 付款并不视为构成接受货物或服务。
- f) 因供应商的责任导致对赛多利斯产生的所有成本、损害或费用可从应向供应商支付的任何金额中扣除或者通过法律上的诉讼，向供应商追偿。

## 6) 安全库存

- a) 为向赛多利斯保证一定的安全性并避免停止交货的情况，供应商同意并致力于按照专用条款和/或其他合同文件中所列的条款，在其工厂经营场所中维持赛多利斯所下达订单中所列货物的安全库存。

- b) 赛多利斯有权随时审计供应商工厂经营场所或其他场地中的安全库存，供应商特此予以接受。审计由赛多利斯为此指定的员工或任何代理人开展。

## 7) 风险和所有权

- a) 货物损害或损失风险在交付并卸载货物时即转移给赛多利斯。
- b) 如果在交付之前支付货款，则付款货物的所有权即转移给赛多利斯，供应商应立即向赛多利斯发出或分配货物。

## 8) 货物的交付和标识以及服务的履行

- a) 在供应商收到赛多利斯的书面订单之前，不得发货或履行服务。供应商应在相关订单中规定的日期或者赛多利斯以书面形式另行约定的日期之前将货物交付到交付地点（并完成所有与之相关的工作）并履行服务。
- b) 供应商同意只要身处赛多利斯的经营场所，就应根据赛多利斯的安全规则以及适用安全法律法规履行服务。
- c) 对于供应商在本协议项下的义务而言，交付时间至关重要。如果供应商未能在收到订单后开始开展工作，在赛多利斯有理由认为供应商可能无法于要求的日期之前完成工作或者供应商确实未能在要求的日期之前完成工作，则赛多利斯可根据本协议第 15 条的规定终止订单或其任何部分。
- d) 在不影响任何其他补救措施的情况下，如果供应商未在到期日交付货物或履行服务或者没有同时提供完全符合赛多利斯要求的证书、标识或文件，则每延迟一周，赛多利斯有权通过损害赔偿而非罚款（无论是供应商直接支付还是赛多利斯从应向供应商支付的任何金额中扣除）的方式，向供应商追偿相当于订单价格的 5% 的金额，最高不超过订单价格的 50%（或者订单、专用条款和/或其他合同文件中指定的其他比例和/或期限）。

- e) 超过订单中所要求的数量交付的或者在没有赛多利斯书面订单的情况下交付的货物可以拒收并向供应商返还，费用由供应商承担，并且赛多利斯有权向供应商收取相当于所交付货物价格百分之十(10%)的手续费。
- f) 最新版的《国际贸易术语解释通则》只要不与订单的条款和条件相冲突，就应适用于订单。
- g) 每个外包装或包装箱应明确标上供应商公司的名称和订单编号以及赛多利斯的订单参考号。根据相关欧盟委员会(EC)指令有要求时，应在产品、文件和包装上加盖 EC 标志。供应商未能遵守第 8 g) 条的规定，则赛多利斯有权拒收并向供应商返还货物，相关费用由供应商承担，并且赛多利斯有权向供应商收取相当于所交付货物价格百分之十(10%)的手续费。
- h) 供应商应负责进行恰当包装、装载和固定，以防止运输期间货物损坏。未经赛多利斯书面许可，不得收取包装、装箱、装载或存储费用。
- i) 供应商应对所有货物进行适当包装，以便承受正常的货物搬运和存储期限，并且，如果货物或其任何零部件因为包装错误或不适当而损坏，则供应商应对损坏的货物或其零部件进行维修或替换，相关费用由供应商承担，无论货物是否已经签收。
- j) 在赛多利斯实际收到和接受所有货物和所有其他相关可交付成果（包括手册和其他文件）和服务之前，不视为完成订单和/或交付。

## 9) 检查

- a) 赛多利斯可在发出合理通知后的所有合理时间，在供应商场所开展赛多利斯视为查明供应商是否遵守适用法律法规、订单和本一般采购条款所需的检查和/或审计。

- b) 如果在检查或测试后，赛多利斯发现货物或服务并非完全符合订单，则赛多利斯有权拒绝接受赛多利斯认为在材料质量、工艺、处理或设计方面存在缺陷或较差并且不符合规范的任何工作，并且供应商应采取必要的措施进行纠正以确保符合要求。任何因此遭拒绝的工作应立即予以替换或纠正，费用由供应商承担。供应商应重新交付，由赛多利斯自行进行检查或测试。

## 10) 履行的质量

- a) 货物或者任何样品或服务的质量应当合格，并适用于赛多利斯在订单中指定的或者通过默示告知的任何目的（即赛多利斯在下达订单时要求的并且标准不低于赛多利斯批准的先前供货（如有）的标准的目的）。
- b) 所提供之货物和服务的符合性和质量，构成本协议的核心条件。
- c) 货物应不含设计、材料和工艺缺陷。服务应由具备相应资质、经过培训的专业人员使用应有的勤勉和审慎按照合理的高质量标准履行，并且供应商应始终将所有提供的设备和工具维持在一流状态。赛多利斯有权要求替换不符合前述规定的任何人员或工具，成本由供应商承担。
- d) 所有处理均应符合赛多利斯的订单，且需赛多利斯批准。双方约定，对于赛多利斯拒收部分，赛多利斯不会支付款项。货物和服务的符合性还包括可能默示适用的第 8 条订购数量要求。

## 11) 原料的原产地信息

- a) 供应商应自担费用，提供赛多利斯就货物或服务要求的或者法律要求的分析证书、检测和原产地证书。该等信息应在收到订单后最多两(2)个工作日交付。

## 12) 货物的变更

- a) 供应商应设有健全的变更控制和通知程序，确保在发生任何变更时告知赛多利斯。此程序应能全面追踪所有已经确定的变更并评估单项变更的潜在影响。



b) 重大变更：货物发生永久停产的或临时停产的情况，或者对其实施重大变更时，供应商应通过赛多利斯会签的书面通知，至少提前一(1)个日历年告知赛多利斯。重大变更如下：

- vi. 任何原料成分、来源和等级的变更。
- vii. 生产、处理、杀菌或检测方法发生影响所供应之货物的形式、适合性或功能的变更。
- viii. 生产地点的变更。
- ix. 所供应之货物的规范的变更。
- x. 源供应商的变更。

c) 微小变更：在作出任何微小变更之前，供应商应通过赛多利斯会签的书面通知，提前至少六(6)个月告知赛多利斯。微小变更如下：

- v. 货物检测所使用的方法或设备的变更。
- vi. 与货物相关的任何其他质量保证的变更。
- vii. 包装、存储和分配条件的变更，前提是双方之间已经针对货物单独进行约定。
- viii. 标签（尤其是内容）的变更，前提是双方之间已经针对货物单独进行约定。

d) 变更通知必须通过以下电子邮件发送给赛多利斯：  
[supplier.changenotification@Sartorius.com](mailto:supplier.changenotification@Sartorius.com)

e) 供应商应生产充足的未变更货物，以便在实际变更后至少二十四(24)个月的期限内向赛多利斯供货。

iv. 处理、杀菌或检测方法发生影响服务履行适用货物的形式、适合性或功能的变更。

v. 服务地点的变更。

vi. 任何其他领域影响所提供之服务的变更。

c) 微小变更：赛多利斯要求供应商在对服务实施以下变更之前三(3)个月发出将由赛多利斯会签的书面通知：

v. 检测所用方法或设备的变更。

vi. 与服务相关的任何其他质量保证活动的变更。

vii. 包装、存储和分配条件（例如，适用于备件）的变更。

viii. 具体内容的变更。

d) 变更通知必须通过以下电子邮件发送给赛多利斯：  
[supplier.changenotification@Sartorius.com](mailto:supplier.changenotification@Sartorius.com)

e) 供应商进一步保证，赛多利斯有机会在收到通知后三(3)个月内，从供应商处采购相当于至少十二(12)个月消费需求的数量不变的服务。赛多利斯的年度消费量应依据发出通知时其具体规划进行计算。

### 13) 服务的变更

a) 供应商应设有健全的变更控制和通知程序，确保在发生任何变更时告知赛多利斯。此程序应能全面追踪所有已经确定的变更并评估单项变更的潜在影响。

b) 重大变更：赛多利斯要求供应商在对服务实施以下变更之前十二(12)个月发出将由赛多利斯会签的书面通知：

## 14) 供应的连续性

供应商同意在货物交付后至少十(10)年内继续制造或确保第三方制造货物，包括货物的任何备件和/或任何元件。供应商应提前至少两(2)年向赛多利斯书面告知货物生产或服务履行的全部或部分中断。如果发生全部中断，供应商应向赛多利斯提供不低于十二(12)个月平均采购历史数量乘以连续供应期限剩余时间的“最后一次采购”的数量。供应商承诺在同一个十(10)年期限内，在赛多利斯首次要求时向赛多利斯提供技术协助并开展供应维护。如果供应商计划放弃任何货物的制造或销售，则供应商应以书面形式告知赛多利斯，不得当延误。赛多利斯有权在收到此通知后六(6)个月内，要求供应商优先进行相应货物的制造和销售，同时支付本协议双方之间协商的合理费用。

## 15) 保证

- a) 供应商认可，赛多利斯始终依赖供应商的知识和技能以及本协议中规定的声明和保证。
- b) 货物的保证：供应商特此向赛多利斯声明并保证：
  - 货物及所有组件、原料和相关工作的数量、质量和描述应符合本协议、订单以及/或者赛多利斯向供应商提供或赛多利斯以书面形式同意的任何适用协议、规范或图纸中的规定，或者应符合专用条款和/或其他合同文件中的描述。
  - 货物应符合所有适用法律、法规和行业标准并根据其进行生产，包括与环境事项和良好工程实践相关的行业标准。
  - 货物应为先前未使用过的全新产品，不含设计、材料和工艺缺陷，适合销售，并且适用于赛多利斯订单中指定的或在下达订单时通过默示向供应商告知的任何目的。
  - 供应商应让与向赛多利斯交付的所有货物的所有权（不含任何留置权、产权负担、索赔和其他所有权缺陷）。
  - 货物、其制造过程以及将货物用于其任何常用预期目的，不会侵犯第三方的任何专利权利要求或其他知识产权。

- 所有文件（包括发票）以及供应商为证明任何成本提交的所有信息，应构成货物、与之相关的活动和交易的真实、准确、完整描述。
- 供应商向赛多利斯提供的所有样品，应不含设计、材料和工艺缺陷，并且未经赛多利斯书面批准，本协议项下所交付的任何货物，其质量或标准不得低于赛多利斯从供应商处收到的相应样品或先前供货。赛多利斯接受样品不应免除供应商的保证，也不应解释为或视为接受所交付的货物。
- 所有针对订单和/或货物开展的工作，应由具备相应资质、经过培训的专业人员使用应有的勤勉和审慎按照合理的高质量标准履行，并且供应商应始终将所有提供的设备和工具维持在一流状态。赛多利斯有权要求替换不符合前述规定的任何人员、工具或设备，成本由供应商承担。

- c) 如果供应商享有货物中所含相关组件的质保，则该等质保应可以转让并且特此转让给赛多利斯。赛多利斯可以向其客户转让供应商提供的质保。
- d) 本协议中规定的所有保证在接受本协议项下提供的货物或终止订单后继续有效，并且对供应商向赛多利斯提供的任何附加范围保证作出补充。不排除默示保证。
- e) 在不影响本协议中所载的其他权利或补救措施的情况下，赛多利斯可以随时终止订单并在适当的时候向供应商寻求损害赔偿。此外，如果供应商不能在合理期限内解决问题或违约，赛多利斯有权制造或者寻求第三方履行本协议项下本应由供应商根据保证履行的义务。在此情形下，赛多利斯有权向供应商收取与之相关的所有直接和间接成本。
- f) 服务的保证：供应商作为专业人员向赛多利斯保证，执行的服务 i)符合订单说明， ii)不含任何明显的缺陷，无论是否为隐藏缺陷。
- g) 赛多利斯接受供应商提供的服务，不应免除供应商对所有非明显缺陷所承担的责任，无论何时发现此缺陷。

h) 在不影响赛多利斯终止订单并寻求损害赔偿的权利的情况下，如果供应商没有在合理期限内解决问题，则赛多利斯有权自行提供或寻求第三方提供服务并向供应商收取相应成本。

## 16) 赔偿/保险

a) 接受订单构成供应商同意向赛多利斯以及赛多利斯继受者和受让人提供赔偿，并且（如果赛多利斯要求）为赛多利斯以及赛多利斯继受者和受让人提供辩护，使其免于因为货物或服务未能符合本协议或订单中所载的保证或者供应商违反其本协议项下的任何义务或者供应商、其员工、代表或代理人出现过失或渎职，而遭受的或产生的所有责任、损失、损害、伤害（涉及任何人员或财产以及任何诉讼、索赔或要求）以及收费、成本和费用，包括但不限于合理的律师费、内部处理成本、返工和再制造成本。该等赔偿应在法律提供的任何其他补救措施之外，并且在订单终止后继续有效。

b) 基于本协议项下提供的货物或其任何组件或者服务侵犯第三方任何当地、欧洲或外国专利或其他知识产权而向赛多利斯、赛多利斯继受者和受让人提起的任何起诉或程序，供应商也应自费进行辩护。供应商应支付在任何该等起诉或程序中判决的所有损害赔偿、成本和律师费，或者经赛多利斯决定：

- 由赛多利斯承担费用，通过协商获得赛多利斯继续采购和/或使用货物或服务的权利；
- 对货物进行返工，使其不再侵权，同时保留其原始功能；
- 使用功能与侵权货物相当的非侵权货物替换侵权货物；
- 在货物不可替换或者服务履行不当或者侵权的情况下，向赛多利斯退还本协议项下支付的金额。

c) 供应商应自行承担费用，通过 A.M. Best 评级为 A- 或以上的保险公司采购供应商所属行业内具有类似规模的公司通常所采购的保险；但是，供应商至少应采购包含产品/完工责任和合同责任的商业综合责任保险，对于因为使用货物或服务或者供应商在协议项下的作为或不作为产生的身体伤害（包括死亡）索赔和任何其他损害的索赔，最低保额为 2,000,000 欧元。该等保单应由具备适当授权、有财务能力的保险公司承保。供应商应提前至少 30 天发出书面通知，向赛多利斯告知保险取消或减少事宜。经赛多利斯请求，供应商应向赛多利斯提供证明采购所需保险和保额的保险凭证及保单。

d) 供应商认可并同意，试图限制其责任的任何条款对于赛多利斯而言是不可接受的。

e) 供应商应向赛多利斯提供证明采购该等保险的保险凭证，并且一经请求，将立即提供批单和/或保单的副本。本节中确定的保额和保单/保险系最低要求，不以任何方式界定或限制发生损失时供应商应履行的义务。

## 17) 有缺陷的货物或服务

a) 在不影响赛多利斯终止订单以及寻求补救措施和损害赔偿的权利的情况下，除依法享有的保证外，供应商向赛多利斯授予以下合同保证。

b) 关于此合同保证，如果货物或服务存在缺陷或者未能满足订单的要求，赛多利斯有权：

- 要求供应商自行承担费用补救与之相关的工作中产生的任何缺陷。供应商应在未来 12 个月期限内为此保证项下开展的所有补救工作提供担保。如果在原始保证期限内产生缺陷但在该期限到期时才变得明显，则供应商的责任不会因为赛多利斯没有发出缺陷通知而终止。
- 在赛多利斯指定的期限内退回货物以进行维修或替换或者要求提供替换服务，成本由供应商承担；或者
- 进行必要的纠正，费用由供应商承担；或者
- 要求供应商在赛多利斯通知后三十(30)天内退还全部采购价款并终止订单；

- 向赛多利斯退还赛多利斯支出的因货物缺陷造成的所有直接和间接费用，包括与最终召回活动（无论是自发的还是引发的）相关的费用或者公共机关收取的费用；
  - 赔偿赛多利斯及赛多利斯继受者因供应商责任产生的所有直接或间接的后果，以及第三方受到的任何的人身伤害、物质和/或非物质、连续或非连续的损害。。
  - 终止本协议。
- c) 供应商承诺(i)最迟在发现缺陷后二十四(24)小时内发送一份报告，(ii)与赛多利斯一起建立“质量墙”，以避免影响生产（例如，更换货物）。

## 18) 因为违约或破产而终止

- d) 如果供应商在履行任何义务时发生违约，包括但不限于完成交付或未能遵守赛多利斯的合理说明，则赛多利斯可以在补救该等违约情况时向供应商发出书面通知，要求于指定时间内对该等违约行为进行纠正。如果供应商未能遵守通知的要求，或者经赛多利斯自行认定，供应商的违约行为不能以赛多利斯满意的方式进行补救，则赛多利斯应有权全部或部分终止订单并立即为此向供应商送达书面通知，而不影响订单或其他文件项下的任何其他权利，并且赛多利斯有权保留订单项下先前提提供的任何货物。
- e) 在以下情形下，赛多利斯有权终止订单：
- 供应商遭遇行政管理命令或者进行清算（为进行合并或重组除外）。在此情形下，应适用破产法律法规；或者
  - 债权人占领供应商任何财产或资产或者任命其接管人；或者
  - 供应商停止或威胁停止经营业务；或者
  - 赛多利斯有合理理由认为或预期上述任何事件即将发生并相应告知供应商。

- f) 赛多利斯的权利和补救措施不影响订单项下的其他权利和补救措施，包括赛多利斯允许供应商继续开展工作并向供应商追偿赛多利斯就供应商有缺陷的或延迟的履约遭受的损失或损害的权利。

## 19) 出于赛多利斯方便而终止

- a) 终止不应免除任何一方就基于终止之前发生的任何事项的任何违约行为或者权利和义务所承担的责任。
- b) 所有终止行为必须提前三(3)个月进行通知。赛多利斯应有权在所述三个月通知期限内向供应商送达通知，全部或部分终止订单。除终止通知中另有规定外，供应商应停止所有履约行为。在此情形下，赛多利斯应就截至终止之日依约履行的所有工作向供应商付款（作为供应商可能因为终止向赛多利斯提出的所有索赔的全面、最终解决方案）。这包括供应商为履行生效订单而合理采购的所有物料。
- c) 供应商认可，其有义务采取一切合理步骤减轻因为该等终止产生的责任。

## 20) 工具

- a) 赛多利斯向供应商提供或明确支付费用以用于履行订单的所有特殊冲模、工具、模具、模型、夹具、固定装置和任何其他财产应归赛多利斯所有，按照赛多利斯的说明进行移除，供赛多利斯专用，保管的风险由供应商承担，并在供应商持有或控制期间由供应商自费采购相当于替换成本的保险，发生的损失由供应商承担。对于因为供应商员工、代理人或顾问就与其照看、保管和控制的设备操作相关的身体伤害或死亡向赛多利斯提出的索赔而遭受的所有责任、损失、损害和成本，供应商应向赛多利斯提供赔偿。
- b) 相反，供应商不得反对赛多利斯的保留财产条款，或来自分包商的保留财产条款。供应商承诺对任何第三方可能对其提起的所有索赔和诉讼承担责任，并在必要时获得违反该条款的权利。

## 21) 知识产权

- a) 赛多利斯向供应商提供的或者供应商就订单为赛多利斯明确编制的任何规范以及其中的任何知识产权，应归赛多利斯独有。供应商不得向任何第三方披露任何该等规范，但非因其自身过错而公开的情形除外；或者法律要求披露的情形除外，但是，供应商应立即向赛多利斯告知该等法律要求并全面配合赛多利斯为获得保护令作出的尝试；或者为履行订单进行披露的情形除外，但是第三方应负有与本协议中规定的保密义务同样严格的保密义务。供应商不得使用任何该等规范，但履行订单所需的情形除外。
- b) 如果赛多利斯已经委托供应商制作订单中的设计、规范或图纸，则供应商同意，委托作品为“雇佣作品”，赛多利斯作为作品适用的实体，应拥有作品中的所有权利、所有权和权益以及从作品中产生的任何其他知识产权。供应商进一步同意，如果作品不是“雇佣作品”，则供应商应向赛多利斯转让作品的所有权利、所有权和权益，包括作品中任何知识产权整体的所有权。供应商同意签署赛多利斯完善其对作品中任何知识产权整体的所有权所需的所有文件并采取所有必要步骤。
- c) 供应商声明并保证，其作品为原创作品，不侵犯任何第三方的权利，先前也没有通过许可或其他方式进行转让或设置抵押。

## 22) 合规要求

- d) 供应商应遵守一切适用国家和国际法律的法规，尤其是遵守海关和出口管制条例，包括美国再出口、禁运条例和制裁计划。
- e) 供应商承诺在下达采购订单之后（例如，在订单确认中）以及最迟在交付时（例如，通过在交付通知和/或发票中打印信息的方式），以书面形式向赛多利斯告知下文规定的所有外贸主数据。如果发生任何变更，供应商将立即以书面形式告知赛多利斯。

- vi. 根据世界海关组织(WCO)原产地规则确定的原产地（非优惠原产地）
  - vii. 一经请求提供的货物优惠原产地的长期供应商声明(LTVD)（如适用）或者确认产品的优惠原产地状态的任何其他文件
  - viii. 基于世界海关组织(WCO)的税则分类表确定的统计货物编号（海关商品编码）
  - ix. 根据 EC 两用条例（编号为 428/2009，包括最新更新）确定的出口管制分类号(ECCN)或者 German Ausfuhrliste、Swiss Güterkontrollverordnung、印度 SCOMET 条例、新加坡战略物品管制清单以及与美国出口管理条例(EAR)或任何其他适用法律法规相关的 ECCN 等类似国际清单
  - x. 每件产品中美国组件的潜在份额（最低减让规则）（如适用）
- f) 反腐败法律、美国《反海外腐败法》和英国《反贿赂法》：
- i. 供应商的董事、员工或代理人不得：(i)向赛多利斯任何董事、员工或代理人提供或从其收受任何金额巨大的佣金、费用、回扣、礼品或款待；或者(ii)与其达成任何商业协议，但赛多利斯任何董事、员工或代理人担任赛多利斯的代表或者与其开展正常和正当业务的情形除外。

- ii. 供应商开展的任何活动不得违反反腐败法律的任何规定（与反腐败相关的任何法律或国际公约，包括：(a)经济合作与发展组织 1997 年《禁止在国际商务交易活动中行贿外国公职人员公约》；(b)2003 年《联合国反腐败公约》；(c)美国 1977 年《反海外腐败法》（通过《反海外腐败法》1988 年和 1998 年修订案进行修订）（“FCPA”）；(d)英国 2010 年《反贿赂法》；(e)满足以下条件的任何其他适用法律（法令、条例、规则或法规、任何法院、法庭或任何其他司法机构的命令或者任何其他行政要求）：
    - (i)禁止向任何人或该等人员的任何高管、员工、代理人或顾问提供任何礼物、款项或其他利益；以及/或者(ii)与 FCPA 和/或英国 2010 年《反贿赂法》大致相当或者旨在执行 OECD 公约规定或者将预防腐败作为其目标并且在供应商注册、开展业务的司法管辖区内和/或履行任何服务的司法管辖区内适用。
  - iii. 此外，供应商在履行本协议项下的义务过程中，应始终遵守赛多利斯的《业务合作伙伴行为准则》并按照与其一致的方式行事。供应商特此承认，其已经收到可在 <https://www.sartorius.com/download/343228/5/sartorius-code-of-conduct-business-partner-en-data.pdf> 获取的赛多利斯《业务合作伙伴行为准则》（“准则”），并且同意，与赛多利斯和/或其任何直接或间接子公司有业务往来的供应商和任何所有雇佣场所、子公司、部门、关联公司、经营实体、人员或分包商将遵守准则。供应商认可，其未能遵守准则可能会导致取消所有现有订单并终止其与赛多利斯的业务关系。
  - iv. 供应商将向赛多利斯提供赔偿，使其免受因为供应商违反或不遵守本第 22 节规定产生的任何索赔、责任、罚款、及相关成本和费用（包括律师费）。
- a) 如果因为不可抗力产生损害或者导致部分或全部不履行本协议项下的义务，双方均不承担责任。
  - b) 如果因为签署协议之后（在发生新冠肺炎疫情的情况下）下达的政府命令无法提供可交付成果，包括或预期包括货物交付或服务结果提供的期限，则双方将相互告知，不得无故拖延。双方将共同约定在不可抗力情况结束之后是否可以弥补可交付成果，以及赛多利斯是否有意向接受弥补。如果能够对延迟进行弥补或赛多利斯有意向，则双方将共同约定新的日期或者确定新日期的程序和期限。
  - c) 尽管有前述规定，如果不可抗力在三(3)个月期限内持续至少四(4)周，则受不可抗力影响的任何一方均有权退出协议。任何付款义务、损害赔偿及取消合同的费用将得以免除。对于已经支付的款项或部分履行相关款项，双方应全额退还。
  - d) 赛多利斯与供应商认可并同意，在新冠肺炎疫情期间，会全部或部分下达并执行订单。双方知道，将在完全知悉经济环境发生的巨大变化的情况下签署协议。供应商明确确认，其能够在协议中规定的条款和条件内执行订单。
  - e) 如果新冠肺炎疫情导致无法在合同约定的日期交付货物和/或提供服务，或者仅可按照高于合同约定价格的价格交付货物和/或提供服务，则不视为不可抗力；在此情形中，第 23 c)节不适用。

## 24) 其他

- a) 供应商提供的与货物和/或服务相关的任何使用手册、说明、描述、规范等应采用英文和法律要求的任何语言。
- b) 本一般采购条款项下要求或允许任何一方向另一方发出的任何通知，应采用书面形式，按照注册办公所在地或主要营业地点或者在相关时间根据此规定向发出通知一方告知的其他地址寄送给另一方。

## 23) 不可抗力、新冠肺炎疫情期间的特殊规则

- c) 赛多利斯在任何时候未能坚持要求供应商严格履行订单或本一般采购条款的任何规定，不应解释为赛多利斯放弃之后的履行要求。
- d) 供应商的工作应根据赛多利斯下达的订单来开展，如果事先没有与赛多利斯达成具体的书面安排，不得转让、分包或转移。（即使赛多利斯同意）转让或分包也不免除供应商在订单项下的任何义务。未经书面同意，任何声称的转让、转移或分包均无效。尽管有前述规定，赛多利斯可以向以下机构全部或部分转移或转让任何订单和/或本协议或者其在订单或本协议项下的任何权利和义务，无需供应商同意：(i) 关联公司；(ii) 全资子公司或权益继受者；或者(iii) 其兼并或合并或者转移本协议所涉全部或绝大部分资产的任何第三方。
- e) 如果本一般采购条款的个别条款全部或部分无效，本一般采购条款其余规定不受影响。如果协议中发现意外遗漏，也适用此规定。全部或部分无效规定应予以替换，本一般采购条款中的意外遗漏应在法律上可行的范围内，采用最接近合同双方原始意图或者最接近合同双方在知悉相关规定无效或遗漏的情况下根据本一般采购条款的含义和目的所确定的本来预期的适当规定予以填补。
- f) 协议受中华人民共和国法律管辖，不包括其管辖法律冲突的规定。1980年4月11日的《联合国国际货物销售合同公约》(CISG)不适用。双方之间关于协议的所有争议应提交位于北京的中国国际经济贸易仲裁委员会通过仲裁解决。仲裁裁决为终局的，对双方均具有约束力。
- g) 各方承诺对任何机密信息保密，不会使用或向任何人员披露另一方的机密信息，但是，(i) 其可以向其为履行本协议项下的任何义务需要知悉该等机密信息的任何代表披露该等机密信息，前提是，该方必须确保其收到机密信息的各位代表知悉该等机密信息的保密性，并同意遵守此条款的规定，就如同是当事方一般；(ii) 其可以按照法律、任何法院或政府监管或监督机构或任何其他具有有效管辖权的机构的要求披露任何机密信息，前提是，各方立即向另一方告知该等法律要求，并全面配合另一方为获得保护令所作的尝试。
- h) 任何销售简报、网站、营销、推广或其他宣传资料，无论是书面的还是电子形式的，只要提及赛多利斯、其关联公司、其产品或本一般采购条款，在使用或发布之前，必须由赛多利斯书面批准。
- i) 赛多利斯或其关联公司系某些专有品牌名称、商标、商品名称、徽标和其他知识产权的所有者。除赛多利斯另行明确允许外，不允许使用赛多利斯或其关联公司的品牌名称、商标、商品名称、徽标或其他知识产权，也不允许采用、使用或注册与赛多利斯或其关联公司任何品牌名称、商标、商品名称、徽标或其他知识产权太过相似的任何单词、短语或符号，以致引起混淆或不确定性或者以任何方式对其造成损害或侵权或者默示赛多利斯认可其他实体的产品或服务。
- j) 本协议中的任何内容均不视为在双方之间构成合作伙伴关系，也不应视为让任何一方为任何目的成为另一方的代理人。此外，各方应对其自身的行为、声明、参与、履行、产品和人员全权负责。
- k) 本一般采购条款中的任何内容均无意形成第三方针对赛多利斯可行使的任何权利。