

GENERAL TERMS AND CONDITIONS OF PURCHASE 采购通用条款和条件

1. INTERPRETATION

解释

1.1 Definitions

定义

The following definitions apply in this document.
在本文件中，以下定义应适用。

"**Acceptance**" shall mean when the Acceptance Requirements are achieved as evidenced by the issue of an Acceptance Certificate.

"**验收**"应指在出具《验收证书》以证明验收要求已得以满足之时。

"**Acceptance Certificate**" shall mean a written certificate issued by CMI, that CMI is satisfied that the Product meets the Acceptance Requirements.

"**《验收证书》**"应指 CMI 出具的、声明其认为产品符合验收要求的书面证明。

"**Acceptance Period**" shall mean the period set out in a Purchase Order.

"**验收期限**"应指采购订单中载明的验收期限。

"**Acceptance Requirements**" shall mean, in respect of Products:

"**验收要求**"，就产品而言，应指：

- (a) all requirements in the Specifications and the Acceptance Test Plan; and

《规范》和《验收测试计划》中载明的所有要求；以及

- (b) consistency with the description of the relevant Products as set out in a Purchase Order.

符合采购订单中所列的相关产品描述。

"**Acceptance Test Plan**" shall mean the procedure set out in a Purchase Order.

"**《验收测试计划》**"应指采购订单中载明的程序。

"**Applicable Laws**" shall mean all national, state, local, municipal, legislation, regulations, statutes, by-laws, consents and/or other laws of any relevant government authority and any other instrument having the force of law as may be issued and in force from time to time relating to or connected with the activities contemplated under these General Terms and Conditions.

"**适用法律**"应指与本《通用条款和条件》项下拟定活动有关的所有国家、州级、地方、市级法律、法规、法令、细则、正式批准文件和/或相关政府机构的其他规定以及经适时颁布并实施的、具有法律效力的其他文书。

"**General Terms and Conditions**" shall mean this document including the appendices and any other document expressly included as agreed between the parties.

"**《通用条款和条件》**"应指本文件，包括附件以及双方明确约定纳入本文件中的其他文件。

"**CMI**" shall mean China Mobile International Limited or its affiliated companies, which has placed Purchase Order with the Supplier for the purchase of Products.

"**CMI**"应指为了购买产品而向供应商发送采购订单的中国移动国际有限公司或其关联公司。

"**Confidential Information**" shall mean all information of each party (in any form or media) including trade secrets, know-how, processes, techniques, source codes and object codes, computer records, products, business and marketing plans and projections, details of agreements or arrangements with third parties, client information and lists, information about clients' clients, designs, plans, drawings and modules.

"**保密信息**"应指各方的所有信息（不论以何种形式存在，也不论存在于何种媒介上），包括商业秘密、专有技术、工艺、技术、源代码和目标代码、计算机记录、产品、商业及营销计划和预测、与第三方之间的协议或协定详情、客户信息和名单、与客户的客户有关的信息、设计、计划、图纸和模块。

"**Contract**" shall mean a contract which is formed upon the receipt by the Supplier of a Purchase Order in accordance with **clause 2.1**.

"**合同**"应指在供应商收到采购订单之后，按照**第 2.1 条**规定形成的合同。

"**Contract Price**" or "**Contract Prices**" shall mean the price of the Product set out in the Supplier's then current Price List less the discount (if any) and inclusive of all applicable

sales or other taxes, and varied as permitted under these General Terms and Conditions.

“合同价格”应指供应商当时有效的价格清单中载明的产品价格减去折扣（如有）后所得的价格，合同价格包含所有相关销售税或其他税，并且可在本《通用条款和条件》允许的情况下进行更改。

"Defect" or "Defects" shall include:

“缺陷”应包括：

- (a) any fault, failure, degradation, deficiency, error or non-conformance with the Specification caused by the Product itself;

产品本身存在的毛病、故障、损坏、缺陷、错误或不符《规范》之处；

- (b) any functionality or performance below or not in accordance with the Specification caused by the Product itself; or

产品本身的功能或性能低于或不符合《规范》的要求；或

- (c) any partial performance or non-performance of the Product caused by the Product itself.

产品本身或产品的任何部分不能正常运行。

"Delivery" shall mean, in respect of the Product, receipt by CMI at the Place of Delivery.

“交货”，就产品而言，应指 CMI 在交货地点收到产品。

"Delivery Lead Time" shall mean the time specified in the Price List, commencing on receipt by the Supplier of a Purchase Order as specified in clause 4.3, by which Delivery must be effected.

“交货周期”应指价格清单中载明的时间，从第 4.3 条中规定的、供应商收到采购订单的时间开始计算，至交货截止日期。

"Documentation" shall mean handbooks, user manuals, information, drawings and other documents or material which:

“文件”应指以下手册、用户手册、资料、图纸和其他文件或材料：

- (a) the Supplier normally supplies to its customers generally to facilitate the import, export, use, operation and maintenance of the Product; or

供应商通常为了方便产品的进口、出口、使用、运行和维护而向其客户提供的手册、用户手册、资料、图纸和其他文件或材料；或

- (b) is otherwise supplied or to be supplied by the Supplier under these General Terms and Conditions or any Contract.

供应商现在或将来按照本《通用条款和条件》或任何合同的规定而提供的手册、用户手册、资料、图纸和其他文件或材料。

"Force Majeure" shall mean:

“不可抗力”应指：

- (a) riot, war, invasion or act of foreign enemies, or hostilities;

暴动、战争、入侵、外敌行动或敌对行动；

- (b) ionising radiation or contamination, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive or other hazardous properties of any explosive assembly or nuclear component;

电离辐射或污染、核燃料或核燃料燃烧后产生的核废料引起的辐射、爆炸装置或核部件的放射性、毒性、爆炸性或其他危险性质；

- (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

由以音速或超音速飞行的飞行器或其他航空设备造成的压力波；

- (d) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity;

地震、洪水、火灾或其他自然灾害，但不包括天气状况，不论天气恶劣到何种程度；

- (e) in the case of the Supplier, a shortage of components necessary for the manufacture of the Product which is beyond the reasonable control of the Supplier; and

对于供应商而言，还应指制造产品所需的部件面临的且超出供应商合理控制范围的短缺；以及

- (f) any other event beyond the reasonable control of a party.

超出双方合理控制范围的其他事件。

"Hardware" shall mean all physical items to be provided to CMI by the Supplier under these General Terms and Conditions or any Contract.

“硬件”应指供应商将按照本《通用条款和条件》或任何合同的规定向 CMI 提供的所有实物。

"Insolvency Event" shall mean, for a person, being in liquidation or provisional liquidation or under administration, having a controller to have

failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration, entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.

“破产事件”，对于任何人士而言，应指进入清算或临时清算或接管程序，或某一控制人未遵照任何法定要求行事，无力偿还其债务或以其他方式破产，去世，因任何原因而不再具有完全法律行为能力或丧失处理本身事务的能力，采取可能导致该人士面临破产管理的任何行为，与其任何成员或债权人达成和解或协定，或向其任何成员或债权人进行转让，或任何类似事件。

“Installation and Integration Requirement” shall mean the requirements of installation and/or integration requirement indicated in a Purchase Order.

“安装和整合要求”应指采购订单中载明的安装要求和/或整合要求。

“Intellectual Property Rights” shall mean all intellectual property rights throughout the world conferred by statute, common law or equity including intellectual property rights in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, Confidential Information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable. These rights include all rights in all applications to register these rights and all renewals and extensions of these rights.

“知识产权”应指全球范围内法律、普通法或衡平法赋予的所有知识产权，包括版权、商标、外观专利、专利、电路设计、植物品种、商业名称和域名、发明、保密信息以及工业、商业、科学、文学或艺术领域的其他智力活动成果包含的或涉及的知识产权，不论是否可注册、已注册或可申请专利。此等权利包括此等权利的注册申请以及续展和延期证书中包含的所有权利。

“Licence Conditions” shall mean the licence conditions in a Purchase Order, including but not limited to Supplier's licence for Software and Documentation, and if applicable, specifying whether the source code of all or part of the Software is to be held in escrow and, if it is, the name and contact details of the Escrow Agent.

“许可条件”应指采购订单中载明的许可条件，包括但不限于供应商对软件和文件的许可以及（如适用）说明是否将全部或部分软件的源代码交由第

三方托管，若是，还需说明托管代理人的姓名和联系方式。

“Liquidated Damages” shall mean the liquidated damages which CMI will be entitled to pursuant to **clause 6.2**. Calculation of the Liquidated Damages is indicated in a Purchase Order.

“违约赔偿金”应指 CMI 有权按照**第 6.2 条**规定获得的违约赔偿金。违约赔偿金的计算方式以采购订单规定的为准。

“Liquidated Damages Maximum” shall mean the maximum amount of Liquidated Damages indicated in a Purchase Order.

“最高违约赔偿金”应指采购订单中载明的最高违约赔偿金。

“Maintenance and Support Services” shall mean the maintenance and support services for the Product to be provided by the Supplier pursuant to a Purchase Order.

“维修和支持服务”应指供应商将按照采购订单提供的产品维修和支持服务。

“Party's Address” shall mean each party's address for notices specified in a Purchase Order or as otherwise notified by a party to the other party from time to time.

“各方地址”应指采购订单中载明的各方通知接收地址或一方适时通知另一方的该方通知接收地址。

“Place of Delivery” shall mean the location or locations for Delivery of the Product specified by CMI in a Purchase Order.

“交货地点”应指 CMI 在采购订单中规定的产品交货地点。

“Price List” shall mean the price list or quotation provided by the Supplier.

“价格清单”应指供应商提供的价格清单或报价单。

“Product” or **“Products”** shall mean the product ordered under a Purchase Order which will at all times comply with the Specifications for the product, more specifically described in a Purchase Order and includes the Hardware, the Software and any Documentation. In these General Terms and Conditions and any Contract (unless otherwise indicated), a reference to the Product includes a reference to any component or part of the Product.

“产品”应指按照采购订单订购的产品，该等产品需符合产品的《规范》（更多详情请参见采购订单），并且包括硬件、软件 and 任何文件。在本《通用条款和条件》以及任何合同（除非另有规定）中，提及的产品应被视为包括产品的组件或部件。

“Purchase Order” shall mean the order CMI places with the Supplier when CMI wishes to purchase the Product from the Supplier.

“采购订单”应指 CMI 在希望从供应商处采购产品之时向供应商发送的订单。

“Personnel” of a party shall mean directors, officers, employees, agents and contractors of that party.

各方“人员”应指该方的董事、高管、员工、代理人 and 承包商。

“Software” shall mean all software that is licensed to, or otherwise provided to CMI, under these General Terms and Conditions or a Contract, and all releases and versions of that software, including software that is firmware or otherwise embedded in Hardware.

“软件”应指 CMI 按照本《通用条款和条件》或任何合同的规定被许可使用或获得的所有软件以及该等软件的所有版本，包括固件或以其他方式嵌入硬件中的软件。

“Specification” shall mean the Supplier's specifications for Products attached to a Purchase Order or otherwise provided by the Supplier from time to time.

“《规范》”指随附于采购订单的或供应商适时以其他方式提供的供应商产品规范。

“Supplier” shall mean the party named in a Purchase Order who will sell the Products to CMI.

“供应商”应指采购订单中载明的、将向 CMI 出售产品的一方。

“Warranty Period” shall mean the period specified in a Purchase Order commencing on the date of Delivery of the relevant Product.

“保修期”应指采购订单中载明的保修期，从相关产品的交货日期开始计算。

1.2 Interpretation

解释

In these General Terms and Conditions and any Contract, except to the extent that the context otherwise requires:

在本《通用条款和条件》以及任何合同中，除非上下文另有规定，否则：

(a) the singular includes the plural and vice versa;

单数词包含复数含义，反之亦然；

(b) a reference to these General Terms and Conditions, a Contract, an agreement or other instrument, includes any variation to, or replacement of, any of them;

提及的《通用条款和条件》、任何合同、任何协议或其他文书应包括《通用条款和条件》、该合同、该协议或其他文书的经修订或替换版本；

(c) a reference to a **clause** is a reference to a **clause** of these General Terms and Conditions;

提及的**条款**应指本《通用条款和条件》中的对应**条款**；

(d) a reference to any standard, specification, handbook or other documentation is a reference to the latest agreed version of that standard, specification, handbook or documentation;

提及的任何标准、规范、手册或其他文件应指该等标准、规范、手册或文件的最新约定版本；

(e) a reference to a person includes a reference to a natural person, a partnership, a firm, a body corporate, a joint venture, an unincorporated association or an authority as well as a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;

提及的人士包括自然人、合伙企业、商行、法人团体、合资企业、非法人团体或任何机关以及该等人士的执行人、管理人、继任人、接替人（包括但不限于通过约务更替来接替该人士之人）和许可受让人；

(f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it, and consolidations, amendments, re-enactments, or replacements of any of them;

提及的法令、条例、法典或其他法律包括依据该等法令、条例、法典或其他法律颁布的规定和其他文书以及该等法令、条例、法典或其他法律的合并、修订、重新颁布或替换版本；

(g) headings are inserted for convenience and do not affect interpretation;

标题仅为方便而设，不影响条款的解释；

- (h) where a word or phrase is specifically defined other parts of speech or grammatical forms of that word or phrase have a corresponding meaning;

若某一词语或短语被明确赋予某一含义，则该词语或短语的其他词性或语法形式应具有对应含义；

- (i) a reference to a thing (including, any amount) is a reference to the whole and each part of it; and

提及的某事物（包括任何金额）既可指该事物整体，也可指该事物的任何一部分；以及

- (j) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

若针对某一事物（包括某一权利、义务或概念）给出了某一例子，例如表示该事物包括某一其他事物，则该例子不得限制该事物的范围。

1.3 Order of precedence

优先顺序

Unless otherwise indicated, if there is any inconsistency between **clauses 1 to 27** (inclusive) of this document, a document expressly incorporated into these General Terms and Conditions or a Purchase Order, then the documents will be given the following order of priority (such that the inconsistent provision in the document lower in the order of priority will be read down or if necessary severed to the extent necessary to resolve the inconsistency):

除非另有规定，否则若本文件**第 1 条至第 27 条**（含）、被明确纳入本《通用条款和条件》中的任何文件或任何采购订单之间存在不一致之处，则应采用以下优先顺序（应狭义地解释或（如有必要）移除优先顺序中排名靠后的文件所包含的不一致条款，进而解决不一致问题）：

- (a) the Purchase Order;
采购订单；
- (b) **clauses Error! Reference source not found. to 27** (inclusive) of this document; and
本文件**第 1 条至第 27 条**（含）；以及
- (c) a document expressly incorporated these General Terms and Conditions.
被明确纳入本《通用条款和条件》中的文件。

2. FORMATION OF CONTRACT

合同的形成

- 2.1 Each Purchase Order will, upon receipt by the Supplier, constitute a separate binding contract between CMI and the Supplier for the Delivery of Products by the Supplier, and the purchase by CMI of the items of the Product specified in the Purchase Order on the terms and conditions set out in these General Terms and Conditions and the Purchase Order. A Purchase Order will be deemed correct and accepted by the Supplier unless CMI is notified to the contrary within five (5) days of placing the Purchase Order.

在供应商收到之后，各采购订单应构成 CMI 和供应商单独签订的一份具有约束力的合同，在该合同中，供应商同意按照本《通用条款和条件》以及采购订单中载明的条款和条件供应采购订单中规定的产品并且 CMI 同意按照该等条款和条件采购该等产品。除非供应商在 CMI 发出采购订单后五（5）日内向 CMI 发送相反通知，否则应视为采购订单内容无误并且已被供应商接受。

- 2.2 The terms of the Purchase Order must not be inconsistent with these General Terms and Conditions unless otherwise agreed in writing by both parties. If there is an inconsistency which is not agreed in writing by the parties, these General Terms and Conditions shall prevail. However, for the avoidance of doubt and notwithstanding any other provision in these General Terms and Conditions, a Purchase Order may vary the provisions of these General Terms and Conditions in relation to that Purchase Order where the variation is agreed by both parties and set out in the Purchase Order.

除非双方另有书面约定，否则采购订单的条款应与本《通用条款和条件》保持一致。若存在不一致之处且双方又没有对此作出书面约定，则应以本《通用条款和条件》中的规定为准。为避免疑义，不论本《通用条款和条件》中是否存在相反规定，采购订单均可对本《通用条款和条件》中与该采购订单有关的规定作出双方约定作出的并且在该采购订单中载明的变更。

3. GENERAL RESPONSIBILITIES OF THE PARTIES

双方的一般责任

3.1 The Supplier

供应商

The Supplier agrees to:

供应商同意：

- (a) supply Products to CMI free from encumbrances and otherwise in

accordance with these General Terms and Conditions and each Contract; and

按照本《通用条款和条件》和各合同的规定向 CMI 供应不受任何产权负担约束的产品；以及

- (b) license the Software to CMI in accordance with these General Terms and Conditions including the Licence Conditions and each Contract.

按照本《通用条款和条件》（包括许可条件）和各合同的规定许可 CMI 使用软件。

3.2 No Contract without Purchase Order

没有采购订单便没有合同

The Supplier acknowledges that CMI:

供应商确认，CMI:

- (a) is not obliged to purchase any Product from the Supplier unless and until it places a Purchase Order with the Supplier under these General Terms and Conditions; and

没有义务从供应商处购买任何产品，除非其按照本《通用条款和条件》向供应商发送采购订单；以及

- (b) may purchase products similar, equivalent or identical to the Products from other suppliers.

可从其他供应商处购买与产品类似、同等或相同的产品。

4. ORDERING

订购

4.1 Purchase Orders

采购订单

A Purchase Order is required to order any Product.

要订购产品，需向供应商发送采购订单。

4.2 Requirements for Purchase Order

采购订单需满足的要求

A Purchase Order must specify:

采购订单必须载明以下内容：

- (a) a description of the Product to be supplied;

对将供应的产品的描述；

- (b) the quantity of the Product required;

所需产品数量；

- (c) the Contract Price;

合同价格；

- (d) date for Delivery;

交货日期；

- (e) the Place of Delivery;

交货地点；

- (f) a contact person and phone number at the Place of Delivery;

交货地点联系人和联系电话；

- (g) a contact person for any queries regarding the Purchase Order (if different, from the person in **clause 4.2(f)**);

在需询问采购订单有关情况时可联系的联系人（如不同于**第 4.2(f)条**中提及的联系人）；

- (h) an address to which the Supplier's invoice is to be sent; and

接收供应商发票的地址；以及

- (i) an address to which the Supplier's notices are to be sent;

接收供应商通知的地址；

- (j) (optional) additional requirement(s) with respect to the Product, including but not limited to:

与产品相关的额外要求（选填），包括但不限于：

- (i) Acceptance Period and Acceptance Test Plan;

验收期限以及《验收测试计划》；

- (ii) Installation and Integration Requirements;

安装和整合要求；

- (iii) Licence Conditions;

许可条件；

- (iv) Liquidated Damages and Liquidated Damages Maximum;

违约赔偿金和最高违约赔偿金；

- (v) terms of Maintenance and Support Services, including but not limited to service levels, response and rectification times, availability and rebates, if applicable;

维修和支持服务期限，包括但不限于服务水平、响应和纠正次数、可用性和退款（如适用）；

- (vi) Warranty Period.

保修期。

4.3 Delivery Lead Time

交货周期

CMI must not specify a date for Delivery in any Purchase Order which would require the Supplier to deliver the Product within a period less than the Delivery Lead Time unless otherwise agreed in writing by the parties under **clause 6.2(b)**.

除非双方按照**第 6.2(b)条**规定以书面形式另行约定，否则 CMI 不得在任何采购订单中指定一个交货日期，要求供应商在一段短于交货周期的期限内交付产品。

4.4 Notification to CMI

向 CMI 发送的通知

The Supplier must, within five (5) days after the date on which CMI places a Purchase Order with the Supplier, provide CMI with a confirmation of the Purchase Order by means of an email notification (or such other form of notification as the parties may agree) to CMI.

供应商必须在 CMI 向供应商发送采购订单之日后五（5）日内，通过电子邮件（或双方约定的其他通知形式）向 CMI 发送一份采购订单确认函。

4.5 Cancelled Purchase Orders

被取消的采购订单

If the Supplier has received an Purchase Order from CMI for any Products, and CMI cancels the Purchase Order, the Supplier agrees to use reasonable endeavours to mitigate any loss it may suffer in connection with that cancellation, which may include not proceeding further with any manufacturing process or, if already manufactured, selling the Products which are the subject of the cancelled Purchase Order to another customer.

若供应商从 CMI 处收到一份采购订单，而之后 CMI 取消了该采购订单，则供应商同意，其将尽合理努力来降低其可能因为该等取消而遭受的损失，其中包括停止继续生产订购产品或若产品已生产完成，向其他客户出售 CMI 在已取消的采购订单中订购的产品。

5. TRADE TERMS

贸易条款

- 5.1 Unless otherwise specified in a Purchase Order, the Supplier shall deliver the Products and other goods or services provided by the Supplier to CMI under these General Terms and Conditions on INCOTERMS 2000 Delivery Duty Paid as

issued by the International Chamber of Commerce.

除非采购订单另有规定，否则供应商在交付产品以及供应商需按照《通用条款和条件》向 CMI 提供的其他货物或服务之时，应按照国际商会发布的《2000 年国际贸易术语解释通则》中的完税后交货条款交货。

- 5.2 In the event of any inconsistency between a party's obligations under a relevant trade term and these General Terms and Conditions, the trade term will prevail.

若一方在相关贸易条款和本《通用条款和条件》项下的义务之间存在不一致之处，则应以贸易条款项下的为准。

6. DELIVERY AND ACCEPTANCE

交货和验收

6.1 Time of and Place for Delivery

交货时间和地点

The Supplier must ensure the Product is delivered in accordance with its obligations under these General Terms and Conditions and each Contract:

供应商必须确保按照其在本《通用条款和条件》以及各合同项下的义务以及以下规定交付产品：

- (a) on the date; and
在相关采购订单中规定的交货日期交付产品；以及
- (b) to the Place of Delivery, specified in the relevant Purchase Order.
将产品交付至相关采购订单中规定的交货地点。

6.2 Delivery Lead Time

交货周期

- (a) Delivery will be effected within the Delivery Lead Time (or such other period agreed by CMI and the Supplier in writing). If the Products or any portion of the Products are not delivered within this time, CMI will be entitled to payment of Liquidated Damages as specified in a Purchase Order (without limiting any other rights or remedies CMI may have). Liquidated Damages are payable for each complete week of delay up to the Liquidated Damages Maximum for the undelivered Product. Both parties acknowledge that liquidated damages in this clause are a genuine pre-estimate of CMI's loss and not imposed on the

Supplier as a penalty. For the avoidance of doubt, a Product is not considered delivered for the purpose of this **clause 6.2(a)** if it is delivered incomplete, faulty, defective or damaged in any way.

供应商必须在交货周期（或 CMI 和供应商书面约定的其他期限）内交货。若供应商未在该等期限内交付产品或其任何部分，则 CMI 将有权获得采购订单中规定的违约赔偿金（在此情况下，CMI 拥有的其他权利或救济不应受到任何限制）。每逾期一周，供应商便需就未交付的产品支付一次违约赔偿金，直至违约赔偿金合计达到最高违约赔偿金为止。双方确认，本条中规定的违约赔偿金属于对 CMI 可能遭受的损失的真实估计，不是对供应商收取的罚款。为避免疑义，若交付的产品不完整、存在故障、有缺陷或受到损坏，则就**第 6.2(a)条**而言，该等产品不应被视为已交付的产品。

- (b) If CMI wishes to specify a date for Delivery in any Purchase Order which would require the Supplier to deliver the Product within a period less than the Delivery Lead Time, CMI and the Supplier must agree to this shorter period in writing before CMI submits the Purchase Order to the Supplier.

若 CMI 希望在任何采购订单中指定一个交货日期，要求供应商在一段短于交货周期的期限内交付产品，则 CMI 和供应商必须在 CMI 向供应商提交该采购订单之前，就该更短期限作出书面约定。

- (c) If a Purchase Order for Products has not been fulfilled by the date for Delivery specified in the Purchase Order (and an extension of time has not been approved in writing by CMI), CMI may cancel the Purchase Order. If CMI cancels a Purchase Order under this clause, Liquidated Damages under **clause 6.2(a)** will not apply to that Purchase Order to the extent of the cancellation (although CMI will be entitled to pursue all other rights and remedies that would otherwise be available to it in respect of the late Delivery, including the right to seek damages at law).

若供应商未在产品采购订单中规定的交货日期之前履行该采购订单（并且 CMI 未以书面形式批准延长该订单的交货期），则 CMI 可取消该采购订单。若 CMI 按照本条规定取消某采购订单，则**第 6.2(a)条**项下的违约赔偿金不适用于该采购订单的取消（但 CMI 有权行使其因为供应商逾期交货而享有的其他权利和救济，包括依法寻求赔偿的权利）。

6.3 Customs Clearance

清关

- (a) Subject to any contrary express provision contained in a Contract, the Supplier will arrange all customs clearance and pay any applicable export/import tariffs, duties or taxes.

除非合同中另有明确相反规定，否则应由供应商安排办理所有清关手续以及缴纳所有相关进出口关税或税款。

- (b) CMI will provide its full co-operation to assist the Supplier to fulfil its obligations under **clause 6.3(a)**.

CMI 应充分配合和协助供应商履行其在**第 6.3(a)条**项下的义务。

6.4 Requirements for Delivery and Acceptance

交货和验收要求

The provision of a Product by the Supplier will not constitute Acceptance of that Product unless CMI issues an Acceptance Certificate in respect of that Product.

除非 CMI 就供应商提供的产品出具验收证书，否则供应商已提供该等产品并不意味着 CMI 已验收该等产品。

6.5 Rejection of Products by CMI

CMI 拒收产品

Without limiting any other rights or remedies CMI may have, CMI may reject a Product at any time until Acceptance if the Product does not conform to the Purchase Order or Specification, is the wrong goods or is faulty, defective or damaged in any way.

若产品不符合采购订单或《规范》中的要求，交付错误或存在故障、缺陷或受到损坏，则 CMI 可在验收前任何时候拒收产品，在此情况下，CMI 拥有的其他权利或救济不应受到限制。

6.6 Acceptance Testing

验收测试

During the relevant Acceptance Period in relation to a Product, CMI and/or its third party nominee may conduct acceptance testing in accordance with the Acceptance Test Plan to verify that the Product provided by the Supplier meets the Acceptance Requirements. CMI may not unreasonably refuse to allow the Supplier to participate in any acceptance testing conducted by or on behalf of CMI.

在产品的相关验收期限内，CMI 和/或其第三方代理人可按照《验收测试计划》开展验收测试，以核实供应商提供的产品是否符合验收要求。CMI 不得无理拒绝让供应商参与 CMI 或其代表开展的验收测试。

6.7 Issue of Acceptance Certificate

《验收证书》的出具

By the end of the relevant Acceptance Period, CMI will, acting fairly and reasonably, either:

CMI 将在相关验收期限结束之前，公平、合理地：

- (a) issue an Acceptance Certificate to the Supplier in respect of the Product; or
就相关产品向供应商出具《验收证书》；或
- (b) notify the Supplier that CMI does not accept the Product because it fails to meet all of the Acceptance Requirements (specifying which of those requirements the Product fails to meet).

通知供应商，由于产品未满足所有验收要求，所以 CMI 拒绝接受产品（在此情况下，需说明产品未满足哪些要求）。

6.8 Non-acceptance of Product

产品未被接受

If CMI notifies the Supplier under **clause 6.7** that it does not accept a Product, the Supplier must:

若 CMI 按照**第 6.7 条**规定通知供应商其拒绝接受某一产品，则供应商必须：

- (a) promptly and in any event within seven (7) days, address the concerns raised in that notice; and
及时在七（7）日内解决该通知中提及的问题；以及
- (b) rectify all or any part of the Product to ensure that it meets all of the Acceptance Requirements within:
在以下期限内对全部或部分产品进行整改，以确保产品满足所有验收要求：
 - (i) fourteen (14) days;
收到通知后十四（14）日内；
 - (ii) such other time as may be specified in the Acceptance Test Plan; or
《验收测试计划》中规定的其他期限；或
 - (iii) such other time as the Supplier and CMI may agree in writing;
供应商和 CMI 书面约定的其他期限；

of such notice, and
以及
- (c) then re-submit the rectified Product for acceptance by CMI, and the procedure set out in **clause 6.6** will apply for re-testing of that Product.

重新提供经整改的产品，供 CMI 验收，并且**第 6.6 条**中载明的程序应适用于该等产品的二次测试。

6.9 Scope of Acceptance Certificates

《验收证书》的范围

Acceptance Certificates issued by CMI only constitute Acceptance of Products to the extent to which express reference is made to those Products in the Acceptance Certificate.

CMI 出具《验收证书》仅意味着 CMI 接受《验收证书》中明确提及的产品。

7. PASSING OF PROPERTY, TITLE AND RISK

财产、所有权和风险的转移

7.1 Title and risk

所有权和风险

Title and risk of loss in any Hardware will pass from the Supplier to CMI and/or its customer upon Delivery to CMI and/or its customer. Title to Software remains with the Supplier at all times and is licensed to CMI and/or its customer in accordance with **clause 16**.

硬件的所有权和损失风险将在硬件被交付给 CMI 和/或其客户之后从供应商处转移至 CMI 和/或其客户处。软件的所有权始终归供应商所有，供应商按照**第 16 条**规定许可 CMI 和/或其客户使用该等所有权。

7.2 Replacement of damaged Product

损坏产品的更换

Notwithstanding **clause 7.1**, the Supplier must promptly replace Product which is lost or damaged while in the possession of the carrier and before being delivered to the named Place of Delivery in the Purchase Order.

尽管存在**第 7.1 条**规定，供应商必须及时更换在承运公司运输过程中以及在交付至采购订单规定的交货地点之前遗失或损坏的产品。

8. PACKAGING, MARKING AND LABELLING

包装、标记和标签

8.1 Packing of Product

产品的包装

- (a) The Product must be suitably packed to prevent damage during Delivery. The

Supplier is responsible for ensuring the safe Delivery of Product to the address specified in the Purchase Order.

必须妥善包装产品，进而防止产品在交付过程中损坏。供应商应负责确保将产品安全交付至采购订单中规定的地址。

- (b) Where possible, each item will be packed in a single case or carton. Where it is necessary to remove components from the main unit to prevent damage during Delivery, such components will be packed and enclosed in the same case or carton as the main unit.

如可能，每件物品均应用单独的箱子或纸箱包装。如为了避免在交付过程中损坏，需将组件从主部件上拆卸下来，则应将等组件与主部件包装和封装在同一个箱子或纸箱里面。

- (c) Where it is not possible for components so removed from a unit to be packed in the same case or carton as the main unit, all such components will be packed together. The cases or cartons containing such components will be suitably identified and cross referenced to the cases or cartons containing the main unit for which they are required.

若不可能将从主部件上拆卸下来的所有组件与主部件包装在同一个箱子或纸箱里面，则应将所有组件包装在同一个箱子或纸箱里面。应在放置该等组件的箱子或纸箱上标明相关信息，并说明它们对应的是放置在哪个箱子或纸箱中的主部件。

8.2 Pre-shipment inspection

装运前检查

The Supplier must undertake sufficient factory tests and inspections to ensure that the Product complies with the Specification.

供应商必须进行充分的工厂检验和检查，以确保产品符合《规范》。

9. PRICES

价格

9.1 Contract Prices for Product

产品的合同价格

The Contract Price for Products is that specified in the Price List, less any discount, and inclusive of all applicable taxes, tariff surcharges or other like amounts assessed by any governmental or regulatory body and/or department arising from or as a result of the Services under the Contract.

However, if CMI is required by any Applicable Laws to make any withholding in respect of any taxes from payments made or due to the Supplier under these General Terms and Conditions or any Purchase Order, CMI will make that withholding from the total Contract Price in the Purchase Order and pay the net balance to the Supplier.

产品的合同价格等于价格清单中规定的价格减去任何折扣，该等价格包含任何政府或监管机构和/或部门因为合同项下的服务而征收的所有相关税款、关税、附加费或其他类似费用。然而，若适用法律要求 CMI 从其在《通用条款和条件》或任何采购订单项下向或应向供应商支付的款项中预扣任何税款，则 CMI 应从采购订单载明的总合同价格中预扣该等税款并将扣除该等税款后的余额支付给供应商。

9.2 Validity of Contract Prices

合同价格的有效期

Unless the Price List specifies that particular prices are fixed for a certain period, the Price List will be valid until the Supplier provides to CMI a new Price List.

除非价格清单规定某些价格仅适用于某一特定期限，否则在供应商向 CMI 提供一份新的价格清单之前，价格清单应始终具有效力。

9.3 Negotiated Contract Prices

Notwithstanding clauses 9.1 and 9.2, the Supplier may offer lower Contract Prices for individual Purchase Orders, for example, where special conditions exist (including Purchase Orders for large quantities of Product).

尽管存在第 9.1 条和第 9.2 条规定，供应商仍可就个别采购订单报出更低的合同价格，例如在特殊条件下（包括订购大量产品的采购订单）。

9.4 Contract Price includes customs duty

合同价格包含关税

The Contract Price includes all customs duty on the Product and on the components of the Product applicable at the time.

合同价格包含当时针对产品以及针对产品的组件征收的所有适用关税。

9.5 Contract Price includes costs of delivery

合同价格包含交货费用

The Contract Price includes all costs associated with Delivery of the Product to the Place of Delivery.

合同价格包含将产品交付至交货地点产生的所有费用。

9.6 New products

新产品

The Supplier and CMI must negotiate in good faith to agree Purchase Orders for products not contained in the Price List which the Supplier has included in any quote or proposal to CMI. The Supplier must ensure that prices offered or quoted to CMI for such products are calculated in a manner consistent with the cost and pricing principles on which prices in the Supplier's then current Price List for similar or equivalent items were calculated.

供应商和 CMI 必须秉承着诚信原则进行协商，就供应商向 CMI 提供的任何报价或方案中提及的但未包含在价格清单中的产品的采购订单达成一致意见。供应商必须确保依据计算供应商当时类似或同等产品的价格清单中所列价格之时所依据的成本与定价原则来计算其需就该产品向 CMI 报出的价格。

10. INVOICES

发票

10.1 Invoicing information

发票信息

The Supplier must ensure that any invoice to CMI specifies the following details:

供应商必须确保其向 CMI 出具的发票均载明了以下内容:

- (a) Purchase Order numbers;
采购订单编号;
- (b) the Purchase Order line item number (in sequential order);
采购订单行序号 (按顺序);
- (c) the Product ordered;
订购产品;
- (d) the quantity of the Products;
产品数量;
- (e) the Place of Delivery and the date of Delivery;
交货地点和交货日期;
- (f) the Contract Price;
合同价格;
- (g) any applicable taxes;
所有相关税款;
- (h) settlement discount (if any);

结算折扣 (如有):

- (i) payment period (which, for the avoidance of doubt, is subject to **clause 10.5(a)**); and
付款期限 (为避免疑义, 付款期限需以 **第 10.5(a)条**中规定的为准); 以及
- (j) address or account to which payment is to be sent.
收款地址或账户。

10.2 Invoices to include Acceptance Certificate

发票需随附《验收证书》

Any invoice submitted to CMI in accordance with this **clause 10** must be accompanied by a copy of the Acceptance Certificate in respect of the Products that are the subject of the invoice.

按照本 **第 10 条** 规定向 CMI 提交发票时, 必须随附一份与发票提及的产品有关的《验收证书》的副本。

10.3 Delivery of invoices

发票的交付

The Supplier must deliver invoices for payment to the address specified in the Purchase Order. The Supplier must not submit an invoice to CMI in respect of a Product unless it has been delivered by the Supplier and Accepted by CMI in accordance with the terms of the Purchase Order and these General Terms and Conditions.

供应商必须将发票交付至采购订单中载明的地址。除非供应商按照采购订单和本《通用条款和条件》的规定向 CMI 交付了某产品并且 CMI 接受了该等产品, 否则供应商不得就该等产品而向 CMI 提交发票。

10.4 Assessment of invoices

发票的评估

- (a) CMI must within fourteen (14) days of the date the invoice is received by CMI determine the amount payable to the Supplier in respect of the invoice.

CMI 必须在收到发票之日后十四 (14) 日内, 确定应就该发票而向供应商支付的金额。

- (b) If CMI determines that any part of the invoice is not properly due and payable:

若 CMI 认定发票载明的任何金额不属于到期应付金额, 则:

- (i) CMI is under no obligation to pay that amount so determined as not due and payable (however, CMI may pay that amount determined as not

due and payable and such payment will not constitute a waiver of CMI's right of action in relation to that amount); and

CMI 无义务支付其认定不属于到期应付金额（然而，CMI 可支付其认定不属于到期应付金额，并且支付该等金额并不意味着 CMI 放弃与该等金额有关的诉讼权）；以及

(ii) the Supplier:

供应商:

(A) must promptly address CMI's reasons for withholding payment of part (or all) of the amount claimed in the invoice; and

必须及时就 CMI 拒付发票所载部分（或全部）金额的理由给出回应；以及

(B) may either:

可:

(i) issue a revised invoice to CMI; or

向 CMI 出具经修订的发票；或

(ii) subject to the Supplier's rights under Applicable Laws, have the matter resolved in accordance with the dispute resolution process set out in **clause 23** if the Supplier disagrees with CMI's reasons for withholding payment of part (or all) of the amount claimed in the invoice.

若供应商不认同 CMI 拒付发票所载部分（或全部）金额的理由，则供应商可依据其在适用法律项下享有的权利，通过**第 23 条**中规定的争议解决程序来解决该等争议。

10.5 Payment

付款

(a) Subject to the Supplier's compliance with **clauses 10.1, 10.2 and 10.3**, CMI must pay the Supplier the amount determined as payable by CMI under **clause 10.4(a)** within thirty (30) days of the date the invoice is received by CMI at the address specified in the Purchase Order or such

other period as is agreed by the Supplier and CMI.

在供应商遵照**第 10.1 条、第 10.2 条和第 10.3 条**规定行事的前提下，CMI 必须在 CMI 在采购订单规定的地址收到发票之日后三十（30）日内或供应商和 CMI 约定的其他期限内，向供应商支付 CMI 按照**第 10.4(a)条**规定认定其应付的金额。

(b) CMI may pay invoices by cheque, money order or by telegraphic transfer.

CMI 可通过支票、汇票或转账形式支付发票所载金额。

(c) Each party shall bear its own bank charges imposed by the party's bank(s) and the intermediate bank charges shall be borne by the account payee.

各方应自行承担其银行针对其收取的银行手续费，并且中间行的手续费应由收款人承担。

10.6 Invoice or payment disputes

发票或付款争议

Notwithstanding any payment made under these General Terms and Conditions or a Contract, either party may, on reasonable grounds, dispute any amount paid to or invoiced by the other party. Subject to a party's rights under Applicable Laws, any such dispute must be resolved in accordance with the dispute resolution process in **clause 23**.

即使已按照本《通用条款和条件》或任何合同支付任何款项，各方仍可基于合理理由，就其已向另一方支付的或另一方所开发票中载明的任何金额提出异议。各方必须通过**第 23 条**中载明的争议解决程序解决此等争议，但前提是这样做不会超出各方在适用法律项下的权利范围。

10.7 Set off

抵销

CMI may deduct from amounts otherwise payable to the Supplier any amount due from the Supplier to CMI or any claim to money which CMI may have against the Supplier (whether for damages or otherwise) in connection with these General Terms and Conditions or a Contract.

CMI 可从其应向供应商支付的款项中扣除供应商应向 CMI 支付的或 CMI 可向供应商索要的（不论是损害赔偿还是其他款项）、与本《通用条款和条件》或任何合同有关的任何款项。

11. QUALITY ASSURANCE

质量保证

The Supplier must ensure that the quality of all Products delivered complies with:

供应商必须确保其交付产品的质量符合:

- (a) these General Terms and Conditions and any relevant Contract;

本《通用条款和条件》以及任何相关合同中的规定;

- (b) the Acceptance Requirements;

验收要求;

- (c) all relevant standards and industry codes of conduct in the country of the Place of Delivery; and

交货地点所在国的所有相关标准和行业行为准则; 以及

- (d) the requirements of the manufacturers of the Products.

产品的制造要求。

12. TRAINING

培训

12.1 Supply of Training

提供培训

If specified in the Purchase Order, the Supplier will provide the training at the prices mutually agreed and at the location nominated by CMI.

若采购订单规定, 供应商应按照双方约定的价格在 CMI 指定地点提供培训。

12.2 Test equipment and manuals

测试设备及手册

The Supplier will provide all necessary test equipment and materials including user manuals used to conduct, or are part of, the training.

供应商应提供培训可能用到或涉及的所有必要测试设备及资料, 包括用户手册。

12.3 Training courses

培训课程

If required by CMI, the Supplier will assist CMI to establish training courses for CMI's employees to be conducted by CMI. The content of the training course and their cost will be subject to mutual agreement.

若 CMI 要求, 供应商应协助 CMI 为 CMI 员工开设培训课程。培训课程的内容和费用应由双方协商确定。

13. DOCUMENTS

文件

13.1 Full documentation

完整文件

The Supplier will provide CMI with Documentation (the price for which is included in the Contract Price) including and covering relevant shipping and import/export documentation, technical description, specification, equipment planning, ordering, dimensioning and application engineering, installation and testing, operation and maintenance, hardware diagrams and circuit description, and operational testing. The Documentation must be sufficient to allow CMI employees to understand and operate the Product and, where applicable, to install and maintain the Product. The Supplier will use reasonable endeavours to provide the Documentation in the format requested by CMI (including hardcopy, CD-ROM or internet-based).

供应商应向 CMI 提供文件 (文件价格包含在合同价格中), 包括相关货运单据和进出口文件、技术说明书、规范、设备规划图、组合说明书、尺寸表和应用说明书、安装和测试手册、运行和维护手册、硬件图和电路说明以及运行测试手册。文件必须足以让 CMI 员工能够充分了解和操作产品以及 (如适用) 安装和维修产品。供应商应尽合理努力以 CMI 要求的形式 (包括纸质、只读型光盘或网络形式) 提供文件。

13.2 Reproduction

复制

CMI will be entitled to reproduce the Documentation for its internal use only. Copyright in the documents provided remains with the Supplier or manufacturer.

CMI 有权复制文件, 但该等副本仅供其内部使用。供应商提供的文件的版权应归供应商或制造商所有。

14. INSTALLATION AND MAINTENANCE

安装和维护

- (a) If specified in a Purchase Order, the Supplier must install and/or integrate the Product or Products in accordance with the Installation and Integration Requirements set out in the Purchase Order (which may, specify, for example, testing procedures, sites and due dates for installation).

若采购订单规定，则供应商必须按照采购订单中载明的安装和整合要求（采购订单中可能载明测试程序、地点和安装截止日期）安装和/或整合产品。

- (b) If specified in a Purchase Order, the Supplier will provide Maintenance and Support Services for the Product in accordance with the Purchase Order, or, if requested by CMI, enter into a separate agreement for the ongoing maintenance and support of the Product, which schedule or separate agreement may include service levels and response times for fault rectification agreed by the parties.

若采购订单规定，则供应商应按照采购订单规定为产品提供维护和支持服务，或若 CMI 要求，则供应商应签署一份单独的协议，同意持续为产品支付维护和支持服务，该等安排或单独协议可包含双方约定的服务水平以及故障修复响应次数。

15. WARRANTY

保证

15.1 Compliance with the Specification

符合规范

The Supplier warrants to CMI and must ensure that the Product complies with the Specification for the Product in every respect.

供应商向 CMI 保证并且必须确保，产品在所有方面均符合产品《规范》中的要求。

15.2 Defects within the Warranty Period

保修期内出现的缺陷

The Supplier must, at no cost to CMI, promptly repair, replace or rectify any Defect in any Product which occurs within the Warranty Period. The repaired Product must meet the same performance specifications as a new Product. Parts provided for warranty repair by the Supplier will be furnished on an exchange basis and will be new parts or parts equivalent to new in normal performance. The replaced parts will become CMI's exclusive property.

供应商必须及时修复、更换或纠正在保修期内发现的产品缺陷部件，在此情况下，不得向 CMI 收取任何费用。经修复的产品必须如新产品一样，符合性能规范。供应商在保修期内提供的、用于维修的部件将通过交换的方式提供，并且应为新部件或就正常性能而言相当于新部件的部件。更换的部件将成为 CMI 的专属财产。

15.3 Type Approval

型式批准

The Supplier warrants that it shall perform and bear all costs related to type approvals for the Products, if such are required by competent public authorities.

供应商保证，若有关政府机构要求，则其应为产品获得型式批准以及承担相关费用。

16. INTELLECTUAL PROPERTY

知识产权

16.1 Licence to use Software

软件的使用许可

The Supplier grants CMI the right to use Software and Documentation on the terms of the Licence Conditions.

供应商按照许可条件授权 CMI 使用软件 and 文件。

16.2 Intellectual property rights warranty

知识产权保证

The Supplier warrants that it has the rights in the Software to enable it to license the Software to CMI under **clause 16.1**.

供应商保证，其对软件享有相关权利，有权按照 **第 16.1 条** 规定许可 CMI 使用软件。

16.3 Supplier indemnity

供应商赔偿

The Supplier hereby indemnifies CMI against any actions, claims, demands or proceedings brought by any person, firm or company against CMI in respect of any infringement of any Intellectual Property Rights including any letters patent, copyright, registered design or trademark in relation to the Product and against all losses, damages, costs, and expenses paid, incurred or suffered by CMI as a result of such claims, actions or proceedings as the case may be.

供应商特此同意，若任何人士、商行或公司针对 CMI 提出与产品有关的知识产权（包括任何专利、版权、注册外观设计或商标）侵权诉讼、索赔、诉求或程序或 CMI 因为该等索赔、诉讼或程序（视情况而定）而支付、招致或遭受任何损

失、损害赔偿、成本和费用，则供应商将赔偿 CMI。

16.4 Defence of claims

索赔辩护

The Supplier will defend any claim, suit or proceeding brought against CMI, so far as it is based on a claim that any Product supplied under these General Terms and Conditions or any Contract, infringes the Intellectual Property Rights of a third person. CMI will notify the Supplier of the claim and will provide all reasonable assistance to the Supplier with the defence and settlement of the claim. Further, the Supplier will at its option either:

若任何第三方针对 CMI 提出任何索赔、诉讼或程序，声称供应商按照本《通用条款和条件》或任何合同供应的任何产品侵犯了其知识产权，则供应商应就该等索赔、诉讼或程序进行辩护。CMI 应通知供应商此等索赔并且应向供应商提供合理帮助，协助供应商就该等索赔进行辩护以及解决该等索赔。此外，供应商可自行选择：

- (a) at its own cost procure for CMI the right to continue use and sales of the Product free from such actions, claims, demands or proceedings; or

自费为 CMI 获得可以在不受前述诉讼、索赔、诉求或程序干扰的情况下继续使用和销售产品的权利；或

- (b) at its own cost replace or modify the Product so that they do not infringe the Intellectual Property Rights provided always that such modified Product will comply with the Specification.

自费更换或修改产品，使之不再侵犯任何知识产权，但是修改之后的产品也需符合《规范》中的要求。

If neither option is possible, the Supplier will re-purchase the Product at a price equal to that paid by CMI together with cost of carriage, insurance, duty and charges.

若上述两种选择均不可行，则供应商将以 CMI 支付的价格加上运输成本、保险费、关税和手续费后所得的价格回购产品。

17. CONFIDENTIAL INFORMATION

保密信息

17.1 Acknowledgment and obligations in relation to Confidential Information

与保密信息有关的确认和义务

Each party:

各方：

- (a) acknowledges and agrees that all Confidential Information is confidential and that all Confidential Information disclosed by one party to the other is disclosed only for the purposes of enabling the party to perform its obligations under these General Terms and Conditions (and any relevant Contract) and in reliance on, and pursuant to, these General Terms and Conditions (and any relevant Contract);

确认并同意，各方应对所有保密信息保密，并且一方仅为了使另一方能履行另一方在本《通用条款和条件》（以及任何相关合同）项下的义务以及依据和按照本《通用条款和条件》（以及任何相关合同）向另一方披露其保密信息；

- (b) agrees to keep the Confidential Information confidential at all times; and

同意始终对保密信息保密；以及

- (c) must not, without the prior written approval of the other party, use, disclose, divulge or deal with any Confidential Information, nor cause, permit or allow any act, matter or thing to be done, omitted or occur whereby any Confidential Information may become known or be used by, or be disclosed or communicated to, any other person, except strictly in accordance with these General Terms and Conditions and any Contract.

不得在未经另一方事先书面批准的情况下，使用、披露、泄露或处理任何保密信息，也不得促使、允许或许可可能导致保密信息被其他人士知晓、使用或被披露给或传达给其他人士的任何行为或事件发生，严格按照本《通用条款和条件》以及任何合同的规定作出前述行为的情况除外。

17.2 Obligations to protect Confidential Information

保护保密信息的义务

Each party must:

各方：

- (a) immediately notify the other if it becomes aware of any unauthorised access to, or use or disclosure of, any Confidential Information;

在其发现有人未经授权访问、使用或披露任何保密信息之后，必须立即通知另一方：

- (b) not use, copy or reproduce, nor cause, permit or allow any other person to use, copy or reproduce, any document, material, medium or any other thing, recording, containing, setting out or making reference to any Confidential Information otherwise than for the purpose of enabling it to perform its obligations under these General Terms and Conditions and any relevant Contract;

不得使用、复制或促使、允许或许可其他人士使用、复制记录、包含、载明或提及任何保密信息的任何文件、资料、媒介或其他物品，除非该方为了履行其在本《通用条款和条件》以及任何相关合同项下的义务需要这样做；

- (c) take all steps necessary to ensure that the Confidential Information and all documents, materials, media and all other things on or in which the Confidential Information may be recorded, contained, set out or referred to are kept secure and protected at all times from any unauthorised use or access; and

必须采取所有必要措施来确保所有保密信息以及记录、包含、载明或提及保密信息的所有文件、资料、媒介和其他物品得到妥善保管，不会被未经授权之人使用或访问；以及

- (d) immediately upon:

在发生以下情况之后立即：

- (i) expiry or termination of a Contract; or

某合同到期或终止；或

- (ii) receipt by it of written notice from the other party to do so,

其从另一方处收到书面通知，

deliver up to the other party, or at the option of the other party destroy, everything recording, containing, setting out or making reference to any Confidential Information, including all documents, notes, reports, memoranda, materials, software, disks, and all other media, articles or things (but, in the case of termination of a Contract only, only to the extent to which those things relate to the Contract and the Products provided under it).

向另一方提交或按照另一方指示销毁记录、包含、载明或提及任何保密信息的所有物品，包括所有文件、票据、报告、备忘录、资料、软件、磁盘以及所有其他媒介、物品或事物（但若仅某一合同终止，则仅提交或销毁与该合同以及依据该合同提供的产品有关的物品）。

17.3 Obligations of Supplier Personnel

供应商人员的义务

The Supplier must procure that all Supplier's Personnel comply with the obligations imposed by this **clause 17**.

供应商必须确保所有供应商人员履行本**第 17 条**赋予其的义务。

17.4 Further documentation

其他文件

If requested by CMI, the Supplier must procure the execution of a confidentiality document in a form acceptable to CMI by each of the Supplier's Personnel.

若 CMI 要求，则供应商必须确保各供应商人员以 CMI 可接受的格式签署一份保密文件。

17.5 Survival of obligations

义务的存续

The obligations imposed by this clause survive expiry or termination of any Contract.

任何合同到期或终止均不会影响本条规定赋予双方的义务。

18. TERMINATION

终止

18.1 Termination by the Supplier for breach

供应商因为违约而终止合同

The Supplier may terminate a Contract by written notice if:

若发生以下情况，则供应商可终止合同：

- (a) CMI is in breach of any of its obligations under the relevant Contract and does not remedy that breach within thirty (30) days' written notice by the Supplier;

CMI 违反其在相关合同项下的任何义务并且未在供应商发出书面通知后三十（30）日内纠正该等违约行为；

- (b) an Insolvency Event happens to CMI; or

CMI 发生破产事件；或

- (c) in the reasonable opinion of the Supplier, a material change in ownership or control of CMI occurs which adversely affects the Supplier's rights or CMI's ability to perform its obligations under these General Terms and Conditions or any Contract.

供应商合理认为，CMI 的所有权或控制权发生重大变更且该等变更可能对供应商在本《通用条款和条件》或任何合同项下的权利或 CMI 履行其在本《通用条款和条件》或任何合同项下的义务的能力造成不利影响。

18.2 Consequences of termination by the Supplier

供应商终止合同的后果

Upon termination of a Contract under **clause 18.1**, the Supplier may:

供应商在按照**第 18.1 条**规定终止某合同之后，可：

- (a) cease to deliver any Product under that Contract; and
停止按照该合同交付任何产品；以及
- (b) recover from CMI all outstanding money owed at the effective date of termination for any delivered Products provided under that Contract.

从 CMI 处追回 CMI 应就供应商已按照该合同交付的产品而向供应商支付的但截至终止生效日期仍未付的所有款项。

18.3 Termination on notice by CMI

CMI 在发出通知后终止

CMI may terminate a Contract in whole or in part on thirty (30) days' written notice at any time. If CMI terminates a Contract under this clause, the Supplier must complete all of its obligations under any Purchase Order existing as at the effective date of termination, unless otherwise specified in writing by CMI.

CMI 可通过提前三十（30）日向供应商发送书面通知的方式终止某合同的全部或部分内容。若 CMI 按照本条规定终止了某合同，则除非 CMI 另有书面规定，否则供应商必须履行完截至终止生效日期其在所有采购订单项下负有的所有义务。

18.4 Termination for cause by CMI

CMI 因故终止

CMI may, without prejudice to any other rights and remedies it may have under these General Terms and Conditions, a Contract or at law, terminate a Contract in whole or in part (at CMI's discretion) by notice in writing, if:

若发生以下情况，CMI 可通过发出书面通知的方式，终止某合同的部分或全部内容（由 CMI 自行决定），但在此情况下，CMI 在本《通用条款和条件》、任何合同或法律项下享有的其他权利和救济不应受到影响：

- (a) the Supplier fails to deliver any Product within the Delivery Lead Time and has

failed to rectify that failure within twenty-one (21) days after receipt of written notice from CMI or any further time allowed by CMI in writing;

供应商未在交货周期内交付产品并且未在收到 CMI 的书面通知后二十一（21）日内或 CMI 书面同意的其他期限内纠正其行为；

- (b) the Supplier is in breach of any term of any Contract or these General Terms and Conditions and such breach has not been remedied for thirty (30) days after receipt of written notice;

供应商违反任何合同或本《通用条款和条件》中的任何规定，并且未在收到书面通知后三十（30）日内纠正其违约行为；

- (c) an Insolvency Event happens to the Supplier; or

供应商发生破产事件；或

- (d) in the reasonable opinion of CMI, a material change in ownership or control of the Supplier occurs which adversely affects CMI's rights or the Supplier's ability to perform its obligations under these General Terms and Conditions or any Contract or which are otherwise contrary to CMI's interests.

CMI 合理认为，供应商的所有权或控制权发生重大变更且该等变更可能对 CMI 在本《通用条款和条件》或任何合同项下的权利或供应商履行其在本《通用条款和条件》或任何合同项下的义务的能力造成不利影响或可能不符合 CMI 的利益。

18.5 Consequences of termination by CMI

CMI 终止合同的后果

Upon termination of a Contract under **clause 18.4** CMI may:

CMI 在按照**第 18.4 条**规定终止某合同之后，可：

- (a) cease making any payment due under these General Terms and Conditions or the Contract;

停止支付本《通用条款和条件》或该合同项下到期应付的任何款项；

- (b) recover from the Supplier all money paid for any undelivered Product or works or services not completed or provided under these General Terms and Conditions or the Contract, as the case requires;

从供应商处追回其已就本《通用条款和条件》或该合同（视情况而定）项下未交付的产品或未完成的工作或未提供的服务而支付的所有款项；

- (c) recover from the Supplier the amount of any direct or indirect loss or damage sustained as a result of the termination;

就其因此等终止而招致的直接或间接损失或损害向供应商索赔;

- (d) be regarded as discharged from any further obligations under these General Terms and Conditions or the relevant Contract; and

被免除其在本《通用条款和条件》或相关合同项下的其他义务; 以及

- (e) pursue any additional or alternative remedies provided by law or equity.

行使普通法或衡平法赋予其的其他或额外救济。

18.6 Delivery of documentation

文件的交付

Without limitation to any other right of CMI, upon termination of a Contract, the Supplier must deliver up to CMI all documents made or compiled by the Supplier or the Supplier's Personnel in the course of providing the services concerning the business or affairs of CMI or CMI's Personnel.

在某合同终止之后, 供应商必须向 CMI 提交供应商或供应商人员在提供服务的过程中编制或编纂的、与 CMI 的业务或事务或 CMI 人员有关的所有文件, 在此情况下, CMI 享有的其他权利不应受到限制。

18.7 Indemnity by the Supplier

供应商赔偿

The Supplier will indemnify and keep indemnified CMI and each of its Personnel in respect of any loss suffered or expense incurred as a result of the Supplier failing to comply with **clause 18.6**.

若供应商未遵照**第 18.6 条**规定行事, 导致 CMI 和 CMI 人员遭受任何损失或招致任何费用, 则供应商应赔偿 CMI 和 CMI 人员。

19. INDEMNITY AND CONSEQUENTIAL LOSS

赔偿和间接损失

19.1 Indemnity

赔偿

In addition to **clause 16.4**, the Supplier must indemnify and keep indemnified CMI and each of its Personnel ("**those indemnified**") in respect of all claims, demands, actions, liability, loss, costs (including legal costs and expenses on an

indemnity basis) made against or incurred or suffered by any of those indemnified (directly or indirectly) in respect of:

除了第 **16.4 条** 规定的以外, 供应商还必须就 CMI 及其人员 ("**受偿人**") 因为以下原因而 (直接或间接地) 面临或招致或遭受的所有索赔、诉求、诉讼、责任、损失、费用 (包括需赔偿的法律费用和开支) 赔偿受偿人:

- (a) any breach of these General Terms and Conditions or any Contract by the Supplier or any of its Personnel;

供应商或其人员违反本《通用条款和条件》或任何合同;

- (b) any wilful misconduct, negligence, breach of duty, breach of statute or failure to act or omission on the part of the Supplier or any of its Personnel;

供应商或其人员的故意不当行为、疏忽、失职、违反法规的行为或不作为或作为;

- (c) any claim or proceedings by any third party arising from an act or omission of the Supplier or any of its Personnel in connection with these General Terms and Conditions or any Contract whether negligent or not; and

第三方因为供应商或其人员与本《通用条款和条件》或任何合同有关的作出或不作为 (不论是否是疏忽所致) 而提出的任何索赔或诉讼; 以及

- (d) any act or omission of the Supplier or its Personnel in connection with these General Terms and Conditions or any Contract resulting in or contributing to loss of or damage to physical property of any of those indemnified or a third party's physical property.

供应商或其人员与本《通用条款和条件》或任何合同有关的任何作为或不作为导致受偿人或第三方的实物财产遭受损失或损害。

19.2 Exclusion of Consequential Damages

间接损失除外

In no event will either party or its suppliers be liable for any incidental or consequential damages, lost profits or any other indirect damages even if the relevant party or its suppliers have been informed of the possibility of such loss. This clause will survive termination of any Contract.

即使各方或其供应商早已知晓可能会招致损失, 各方或其供应商也无需就任何附带或间接损失、利润损失或其他间接损害承担任何责任。任何合同终止均不得影响本条规定继续生效。

19.3 No liability of CMI

CMI 无需承担任何责任

The Supplier must perform its obligations under these General Terms and Conditions and all Contracts at its sole risk and CMI will not be liable to the Supplier or any other person for any loss, damage, injury or death sustained by any person or to any property however caused whether as a result of or arising from any negligence, breach of duty or breach of statute by any of CMI's Personnel, to the extent permitted by Applicable Laws.

供应商必须履行其在本《通用条款和条件》和所有合同项下的义务并自行承担相关风险，并且在适用法律允许的范围内，CMI 无需就任何财产损失或损害或人身伤亡而对供应商或其他人士承担任何责任，不论该等财产损失或损害或人身伤亡是否是 CMI 人员的疏忽、失职或违反法规导致的。

19.4 CMI as agent or trustee

CMI 作为代理人或受托人行事

For the purposes of this **clause 19**, CMI will be or be deemed to be acting as agent or trustee for and on behalf of and for the benefit of all persons who are or might be its officers, employees or agents from time to time (and any other CMI's Personnel) and all such persons will to this extent be or be deemed to be parties to these General Terms and Conditions.

就**第 19 条**规定而言，CMI 将作为并且将被视为为其高管、员工或代理人（以及 CMI 的其他人员）的代理人或受托人、代表该等人士以及为了该等人士的利益行事，并且就此而言，该等人士均应被视为本《通用条款和条件》的当事方。

20. INSURANCE

保险

20.1 Obligation to maintain insurance

投保义务

In addition to any obligation under a Contract to provide maritime or transit insurance, the Supplier must in respect of each Purchase Order effect and maintain current insurances specified in **clauses 20.2 to 20.3** inclusive. If CMI and the Supplier wish to vary these insurance requirements in relation to a particular Purchase Order, CMI and the Supplier must agree to this variation in writing before CMI submits the Purchase Order to the Supplier and specify the agreed insurance requirements in the Purchase Order.

除了履行按照合同规定购买海运保险或运输保险的义务，供应商还必须就各采购订单购买**第 20.2**

条至第 20.3 条（含）中规定的保险。若 CMI 和供应商打算变更与某特定采购订单有关的保险规定，则 CMI 和供应商必须在 CMI 向供应商提交该采购订单之前，就该等变更作出书面约定并在该采购订单中载明约定的保险规定。

20.2 Workers' compensation

劳工赔偿

The Supplier must insure itself for an unlimited amount against any and all liability to its officers, employees or agents, for workers' compensation and at common law, however arising. This insurance must comply with the laws of each place in which the Supplier is required to execute or perform any services under these General Terms and Conditions and with such other laws as are properly applicable in respect of this insurance.

供应商必须就其应就劳工赔偿和应依据普通法而对其高管、员工或代理人负有的责任为其自身购买保险金额无上限的保险，不论该等责任是如何产生的。该等保险必须符合供应商按照本《通用条款和条件》提供服务所在地的法律以及适用于此等保险的其他法律规定。

20.3 Public liability

公共责任

Subject to **clause 20.1**, the Supplier must insure itself for a sum of not less than the amount specified in the Purchase Order against any and all public liability. This insurance must cover all sums which the Supplier becomes legally liable to pay in respect of or arising from:

在不违反**第 20.1 条**规定的情况下，供应商必须就所有公共责任为其自身投保，保险金额不得低于采购订单规定的保险金额。该等保险必须涵盖供应商应依法就以下事项而支付的所有金额：

- (a) death of or bodily injury (including disease or illness) to any person including (but not limited to) any officer, employee or agent of the Supplier, and

任何人身伤亡（包括疾病），包括（但不限于）供应商的任何高管、员工或代理人的伤亡，以及

- (b) loss of or damage to property (including consequential loss),

任何财产损失或损害（包括间接损失），

however caused whether as a result of or arising from negligence, breach of duty or breach of statute by the Supplier or any officer, employee or agent of the Supplier or otherwise.

不论该等伤亡或损失或损害是否是供应商或供应商高管、员工或代理人的疏忽、失职或违反法规导致的。

20.4 Insurances do not effect obligations of the Supplier

保险不会影响供应商的义务

The effecting of the insurances will not in any way affect the liability or obligations of CMI or the Supplier under these General Terms and Conditions or at common law or otherwise.

供应商投保并不会以任何方式影响 CMI 或供应商在本《通用条款和条件》或普通法或其他文件项下的责任或义务。

20.5 Proof of insurance

保险凭证

CMI may at any time require the Supplier to prove to the satisfaction of CMI that the Supplier has effected the insurances required by this clause 20 and that such insurances are current.

CMI 可随时要求供应商向 CMI 证明，供应商已购买本第 20 条要求购买的所有保险并且该等保险具有充分效力。

21. FORCE MAJEURE

不可抗力

21.1 Notice and suspension of obligations

通知和义务的中止

If a party's performance of its obligations under a Contract is affected by an event of Force Majeure:

若任何不可抗力事件影响一方履行其在某合同项下的义务，则：

- (a) that party must immediately give the other prompt notice of that fact including:

该方必须立即向另一方发送合理通知，该通知中应包含：

- (i) full particulars of the Force Majeure event;

该不可抗力事件的完整详情；

- (ii) an estimate of its likely duration;

对该不可抗力事件持续时间的估计；

- (iii) the obligations affected by it and the extent of its effect on those obligations; and

受该不可抗力事件影响的义务以及该不可抗力事件对该等义务的影响范围；以及

- (iv) the steps taken to rectify it;

已采取的补救措施；

- (b) the party giving notice must request an extension of time in which that party may comply with its obligations under the Contract; and

发出通知的一方必须请求延长该方履行该合同项下义务的期限；以及

- (c) the obligations under the Contract of the party giving the notice are suspended for the period of time requested in the notice to the extent to which that party's performance of its obligations are affected by the relevant Force Majeure event as long as the event of Force Majeure continues.

在前述通知中载明的、发出通知的一方因为相关不可抗力事件而无法履行该合同项下义务以及不可抗力事件持续期间，该方可暂停履行其在该合同项下的义务。

21.2 Effort to overcome

努力克服

Except for adversely settling an industrial dispute, a party claiming Force Majeure must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure as quickly as possible.

除非这样做不利于解决行业纠纷，否则主张不可抗力的一方必须尽最大努力来尽快消除、克服或降低不可抗力的影响。

21.3 Termination

终止

If Force Majeure continues for more than three (3) months, either party may terminate the relevant Contract by giving at least thirty (30) days' written notice to the other party.

若不可抗力持续三（3）个月以上，则双方均可通过至少提前三十（30）日向另一方发送书面通知的方式终止相关合同。

22. NOTICES

通知

22.1 Method of giving notice

发出通知的方式

A notice, consent, approval or other communication under these General Terms and Conditions or a Contract must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

本《通用条款和条件》或任何合同项下的通知、许可、批准或其他信件均必须经由发件方或其代表签署，写明收件方地址并：

- (a) delivered by hand to that Party's Address;
通过专人递送发送至收件方地址；
- (b) sent by pre-paid mail to that Party's Address;
通过预付邮资的邮件发送至收件方地址；
- (c) transmitted by facsimile to that Party's Address; or
通过传真发送至收件方地址；或
- (d) transmitted by email to that Party's Address (provided the party giving the notice uses a recognised form of electronic certificate).

通过电子邮件发送至收件方地址（但是发出通知的一方必须使用经认可的电子证书来发送）。

22.2 Time of receipt of notice

通知的送达时间

A notice given by a party in accordance with **clause 22.1** will be treated as having been given and received:

一方按照**第 22.1 条**发出的通知将被视为在以下时间送达：

- (a) if delivered by hand, upon receipt of acknowledgment of receipt;
若通过专人递送，则视为在收到确认接收函之后送达；
- (b) if sent by pre-paid mail, upon receipt of acknowledgment of receipt;
若通过预付邮资的邮件递送，则视为在收到确认接收函之后送达；
- (c) if transmitted by facsimile, at the time of acknowledgment of correct transmission received by the party sending the transmission; and
若通过传真递送，则视为在发件方收到发送成功确认函之时送达；以及
- (d) if transmitted by email, at the time the sender's server receives acknowledgment from the recipient's server, or the recipient itself, that the recipient has received and opened the email.

若通过电子邮件发送，则视为在发件人的服务器从收件人服务器或收件人处收到确认函、确认收件人已收到并打开该电子邮件之时送达。

23. RESOLUTION OF DISPUTES

争议解决

23.1 Disputes and dispute notices

争议和争议通知

If a dispute or disagreement arises between CMI and the Supplier in relation to these General Terms and Conditions or any Purchase Order ("**Dispute**"), either party may by notice in writing to the other party specifying reasonable details of the Dispute ("**Dispute Notice**"), refer the Dispute for resolution in accordance with this **clause 23**. For the avoidance of doubt, except for seeking urgent interlocutory or ex parte relief, a party must not seek any external dispute resolution in relation to a Dispute unless it has first referred the Dispute for resolution in accordance with this **clause 23**.

若 CMI 和供应商之间出现与本《通用条款和条件》或任何采购订单有关的争议或分歧（“**争议**”），则双方均可通过向另一方发送载明争议详情的书面通知（“**争议通知**”）的方式，将争议提交以便按照**第 23 条**规定解决争议。为避免疑义，除了寻求紧急临时或单方面救济，在将争议提交以便按照**第 23 条**规定解决争议之前，各方不得寻求任何外部争议解决方法。

23.2 Persons to whom notice is given

通知对象

- (a) Where a Dispute Notice is given by one party to the other party, then the parties shall arrange a meeting to consider the Dispute and attempt to resolve the Dispute. 一方向另一方发出争议通知的，双方应安排举行会议来讨论争议并设法解决争议。
- (b) If either party determines that the process has been unsuccessful, then the parties will refer the Dispute to their respective senior executive officers or their nominees who will then attempt to resolve the Dispute.

双方认定未能通过上述方式解决争议的，双方应将争议提交至双方各自的高管或高管指定之人处，届时高管或高管指定之人应设法解决争议。

- (c) If after a period of fourteen (14) days (or such other period as may be agreed) from the date on which the meeting between the senior executive officers or their nominees took place, the parties have not been able to resolve the Dispute or agree on a process to resolve (whether by mediation, arbitration, expert determination or otherwise) the Dispute, either party may then (but no earlier) terminate the operation of the Dispute resolution procedure set out in this **clause 23** in relation to that Dispute by giving written notice to the other party.

若在双方高管或高管指定之人举行会议之日起十四（14）日期限（或双方约定的其他期限）结束后，双方仍未能解决争议或就争议解决（不论是通过调解、仲裁、专家裁定还是其他方式）程序达成一致意见，则双方均可（但不得在此之前）通过向另一方发送书面通知的方式，终止本第 23 条中列明的争议解决程序。

24. ASSIGNMENT

转让

24.1 Assignment requires consent

转让需获得许可

Subject to **clause 24.2**, neither party may transfer, assign, novate, mortgage, charge or otherwise encumber or dispose of any of its rights under these General Terms and Conditions or any Contract without the prior written consent of the other party.

除非第 24.2 条规定适用，否则未经另一方事先书面许可，双方均不得转让、抵押、处置其在本《通用条款和条件》或任何合同项下的权利，也不得针对该等权利设置产权负担。

24.2 CMI's rights

CMI 的权利

CMI may, without the consent of the Supplier, transfer, assign, novate, mortgage, charge or otherwise encumber or dispose of any of its rights under these General Terms and Conditions.

CMI 可转让、抵押、处置其在本《通用条款和条件》项下的权利，也可针对该等权利设置产权负担，无需获得供应商许可。

25. Trade Compliance and Export Controls

贸易合规与出口管制

Each Party shall, in the context of the services provided in terms of this Agreement:
在按照本协议条款提供服务期间，各方：

25.1 comply with all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered ("Sanctions"), as well as all trade and/or export control laws and regulations ("Trade Control") enacted or enforced by United Nations, the governments of the United Kingdom, European Union, United States of America and any other relevant country;

应遵守联合国、英国、欧洲联盟、美利坚合众国及任何其他相关国家政府实施的所有经济、贸易和金融制裁法律法规、禁运令或限制性措施（“制裁”）以及前述政府颁布或执行的所有贸易和/或出口管制法律法规（“贸易管制”）；

25.2 not knowingly do anything which may cause the other Party or members of its group to breach Sanctions, Trade Control and/or other Applicable Law;

不得在知情的情况下做出任何可能导致另一方或其集团成员违反制裁、贸易管制和/或其他适用法律的行为；

25.3 provide such assistance, documentation and information to the other Party as that Party may reasonably request, including but not limited to, end customer information, destination and intended use of goods or services;

应向另一方提供另一方合理要求提供的协助、文件和信息，包括但不限于最终用户信息、货物或服务的目的地和拟定用途；

25.4 notify the other Party in writing as soon as it becomes aware of an actual or potential investigation or breach in relation to the Applicable Laws or any material change in the status of the Parties in respect of:

应在发现与适用法律相关的实际或潜在调查或违法行为或发现双方与以下各项有关的情况发生重大变更之后，尽快向另一方发送书面通知：

(a) blacklist status e.g. the inclusion on a Sanctions, entity or other blocked lists in any applicable jurisdiction (as stated in clause 10.1 above);

黑名单情况，例如：被列入任何相关管辖区（参见上文第10.1条）的制裁、实体或其他封锁名单中；

(b) licence or authorization status e.g. a loss of licence or authorization in respect of Sanctions, Trade Control and/or under other Applicable Laws;

许可或授权情况，例如：与制裁、贸易管制和/或其他适用法律有关的许可或授权被撤销；

25.5 have the right to terminate this Agreement if any of the provisions of this clause are breached; or

应有权在本条规定被违反的情况下，终止本协议；或

25.6 have the right to seek indemnities from the Party which has breached the relevant provisions for any direct losses incurred.

应有权就其招致的直接损失而向违反相关规定的一方索要赔偿。

26. GENERAL

一般规定

26.1 No partnership

非合伙关系

Nothing contained in these General Terms and Conditions or any Contract:

本《通用条款和条件》或任何合同中的规定均:

- (a) may be deemed to constitute a partnership, joint venture, agency or other legal relationship between CMI and the Supplier other than that of the Supplier and purchaser; and

不应被视为使得 CMI 和供应商之间产生了除供应商和买方关系之外的任何合伙、合资、代理或其他法定关系; 以及

- (b) authorises either party to waive any obligation for which the other party may be responsible or to incur any liability on behalf of the other party.

未授权任何一方代表另一方放弃另一方的任何义务或招致任何责任。

26.2 Amendment

修订

The Contract may only be amended, varied, replaced or supplemented in writing executed by both parties.

对合同的修订、变更、更换或补充只有在以书面形式作出并经双方签署之后方可具有效力。

26.3 Attorney

代理人

Each attorney who executes any Contract on behalf of a party declares that the attorney has no notice of the revocation or suspension by the grantor or in any manner of the power of attorney under the authority of which the attorney executes this document.

代表各方签署合同的代理人声明, 代理人未收到关于授权其签署本文件的授权委托书被委托人撤销或中止的通知。

26.4 Further assurances

进一步保证

Each party must promptly execute all documents and do all things that the other party from time to time reasonably requires of it to effect, perfect or

complete the provisions of these General Terms and Conditions or any Contract and any transaction contemplated by them.

各方必须及时签署另一方为了使本《通用条款和条件》或任何合同的规定以及该等文件项下拟定交易生效以及完善或履行该等规定或交易而要求签署的所有文件, 以及采取另一方为了使本《通用条款和条件》或任何合同的规定以及该等文件项下拟定交易生效以及完善或履行该等规定或交易而要求采取的所有行为。

26.5 Invalidity

无效

Any provision in these General Terms and Conditions which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these General Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

若本《通用条款和条件》中的任何规定在任何管辖区被认定无效或不可执行, 则就该管辖区而言, 可为了使该等规定生效以及可执行而狭义地解释该等规定, 并且该等无效或不可执行的规定应与其余规定分割开, 不得影响本《通用条款和条件》中的其余规定, 也不得影响该等规定在其他管辖区的有效性或可执行性。

26.6 Exercise of rights and no waiver

权利的行使以及无弃权

Except as expressly provided to the contrary in these General Terms and Conditions or any Contract, a party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that, or any other right, power or remedy. Unless expressly provided to the contrary, failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

除非本《通用条款和条件》或任何合同中另有明确相反规定, 否则一方可自行决定如何行使某一权利、权力或救济, 可单独行使某一权利、权力或救济, 也可将某一权利、权力或救济与其他权利、权力或救济一同行使。一方单独行使某一权利、权力或救济或行使部分权利、权力或救济, 不得妨碍该方进一步行使该等权利、权力或救济, 也不得妨碍该方行使其他权利、权力或救济。除非另有明确相反规定, 否则一方未行使或

延期行使某一权利、权力或救济，不得妨碍该方进一步行使该等权利、权力或救济。双方仅能通过经其签署的弃权书放弃任何权力或权利。

26.7 Entire agreement

完整协议

The Contract is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in these General Terms and Conditions and such Contract. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by these General Terms and Conditions and such Contract.

合同构成双方就标的事项达成的完整协议。就标的事项而言，双方仅拥有本《通用条款和条件》以及前述合同中规定的可执行义务和责任。与标的事项有关的所有陈述、信件和先前协议均已被纳入本《通用条款和条件》以及前述合同中，被本《通用条款和条件》以及前述合同所取代。

26.8 Vienna Convention

维也纳公约

The United Nations Convention on Contracts for the International Sale of Goods 1980 does not apply to these General Terms and Conditions or any Contract.

1980年《联合国国际货物销售合同公约》不适用于本《通用条款和条件》或任何合同。

27. LAW AND JURISDICTION

法律和管辖权

27.1 Governing law

适用法律

Unless otherwise specified in a Purchase Order, these General Terms and Conditions and the Contract are governed by the laws of Hong Kong Special Administrative Region.

除非采购订单另有规定，否则本《通用条款和条件》以及相关合同受香港特别行政区法律管辖。

27.2 Jurisdiction

管辖权

Unless otherwise specified in a Purchase Order, the parties submit to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region and any courts which may

hear appeals from those courts in respect of any proceedings in connection with these General Terms and Conditions and/or the Contract.

除非采购订单另有规定，否则双方同意接受香港特别行政区法院以及有权受理该等法院就与本《通用条款和条件》和/或合同有关的程序而提出的上诉案件的法院的非专属管辖。

28. Prevailing language

准据语言

This General Terms and Conditions of Purchase is made in Chinese and English. In the event of any conflict or inconsistency, the English version shall prevail.

本《通用条款和条件》由中文和英文组成。如有任何冲突或不一致，应以英文版本为准。

29. Anti-Bribery and Corruption

反贿赂反腐败条款

29.1 Each Party shall comply with all applicable laws, regulations and rules relating to anti-bribery and anti-corruption ("Anti-Corruption Laws"). The Parties further undertake not to pay, offer to pay, or promise to pay any money or provide anything of value to a public official or other related parties (including but not limited to customers, suppliers, agents, or relevant stakeholders), directly or indirectly through any third party, in order to obtain or retain any improper advantage.

各方需遵守所有与反贿赂反腐败相关的适用法律法规（“反贿赂反腐败法律”）。双方进一步保证不会为取得不正当利益，直接或间接或经第三方提供或承诺提供任何金钱或有价值的物品（包括但不限于任何礼物、职位和/或服务）予政府官员或相关方（包括但不限于客户、供应商、代理人或利害关系方）。

29.2 If any of the Party becomes aware that any violation of this clause has occurred, is threatened, or has been requested by any person (including by an employee or representative of any party to this Agreement) for any undue financial or other advantage of any kind received in connection with this Agreement, such Party shall promptly report to the other Party.

如一方发现或怀疑发现本条款被违反或有机会被违反，或收到来自任何人（包括本协议任何方的雇员或代表人）就本协议索取不正当金钱或其他利益的请求，需及时向另一方报告。

29.3 The Parties agree that non-compliance or violation of this clause shall be deemed as a material breach of this Agreement and the non-breaching Party shall have the right to terminate this Agreement without prejudice to the non-breaching Party's other rights and remedies.

双方同意不符合或违反本条款属于重大违约，非违约方有权终止本协议。终止本协议不影响非违约方其他权利和救济。