

AUROBAY'S GENERAL CONDITIONS FOR PURCHASE OF PRODUCTS AND SERVICES

极光湾关于产品与服务采购的通用条款和条件

General conditions for purchase of products and services apply to any Deliverables and supersede any terms and conditions provided by Supplier.

关于产品与服务采购的通用条款和条件适用于任何应交付物，并取代供应商提供的任何条款条件

1 DEFINITIONS

定义

Agreement means these general conditions, purchase order issued by Purchaser and all other documents referenced here or in the purchase order.

"协议"指本通用条件、采购方下达的采购订单和本通用条件或采购订单中提及的所有其他文件。

Deliverable means the products and/or services which Supplier supplies under this Agreement.

"应交付物"项下供应商提交的产品和/或服务。

Documentation means descriptions, drawings, service manuals, source code, tables and similar results.

"资料"指描述、图纸、服务使用说明、源代码、表格和类似成果。

Purchaser means the relevant Aurobay entity, or any of its affiliates, indicated in the purchase order.

"采购方"指相关极光湾实体或其任何关联方，具体如采购订单中所载明。

Supplier means the company indicated in the purchase order.

"供应商"指采购订单中载明的公司。

2 ORDER, PACKING, SHIPPING AND DELIVERY

订单、包装、装运和交付

- 2.1 Supplier will accept the agreement by the earlier of: (i) acknowledging the purchase order within five business days of the issue date; or (ii) start of performance under the purchase order.

供应商将在以下较早发生的情形之前接受协议：(i) 在采购订单下达之日起五个工作日内确认采购订单；或者 (ii) 开始按照采购订单履约。

- 2.2 Supplier will deliver Deliverables in good condition, properly packed to protect the product from damage and labelled per Purchasers' instructions. A declaration of conformity with all legal requirements, and if applicable, a safety data sheet, will accompany all products.

供应商将交付的应交付物在交付时状况良好，产品包装适当以防损坏，并按采购方的指示贴标签。所有产品必须附有一份关于产品符合所有法律要求的声明，且如适用，附带一份安全性数据表。

- 2.3 Unless otherwise specified in the purchase order, products shall be delivered DDP (Incoterms 2010) to Purchasers' address stated in the purchase order.

除非采购订单中另行载明，否则产品应按"完税后交货"条款（2010年版国际贸易术语解释通则）交付至采购订单中载明的采购方的地址。

- 2.4 Title to and risk of loss or damage to the products will pass to Purchaser upon delivery.

产品的所有权和灭失或损坏风险将在交货后转移至采购方。

3 DEFECTS AND DELAY

缺陷和迟延

- 3.1 Supplier warrants that Deliverables will be free from defects in design, material and workmanship and conform to the Agreement. Purchaser may reject and return any nonconforming Deliverables at Supplier's risk and expense.

供应商保证，应交付物在设计、材料和工艺方面无任何缺陷，符合协议规定。采购方可拒绝接受并退还不符合规定的应交付物，风险和费用由供应商承担。

- 3.2 If Purchaser discovers any nonconformity within 12 months from delivery of any Deliverable, Supplier will promptly, at Purchasers' option, correct or replace at its cost any nonconforming Deliverable. If not possible to remedy or replace, Purchaser will get a price reduction. If the Deliverable has not been remedied and the failure is substantial, Purchaser may terminate the Agreement in respect of the defective Deliverable upon written notice to Supplier.

如果在任何应交付物交付后 12 月内采购方发现存在任何不符合规定之处，供应商将及时根据采购方的选择纠正或更换不符合规定的应交付物，费用由供应商承担。如果无法纠正或更换不符合规定的应交付物，采购方将获得减价。如果应交付物未得到纠正且不符合规定之处是实质性问题，采购方则可在书面通知供应商之后就存在缺陷的应交付物终止协议。

- 3.3 Deliverables will be delivered on the date(s) set out in the purchase order. Time is of the essence. Purchaser may completely or partly terminate the relevant purchase order, if the delay is significant or continues for more than four weeks. Additionally, Purchaser is entitled to damages in relation to delays.

应交付物将在采购订单中载明的日期交付。按时交付对采购方非常重要。如果发生严重迟延或延迟超过四周，采购方有权全部或者部分终止相关采购订单且对由延迟交付造成的损失，采购方有权向供应方索赔。

4 DOCUMENTATION

资料

- 4.1 Documentation provided to Supplier by Purchaser will remain Purchasers' property and may only be used by Supplier as required to perform its contractual obligations towards Purchaser.

采购方提供给供应商的资料将仍为采购方的财产，供应商只可在向采购方履行其合同义务时使用该等资料。

- 4.2 Documentation specifically prepared to deliver the Deliverables to Purchaser will be the property of Purchaser, and Supplier assigns all intellectual property rights contained therein to Purchaser. Other Documentation provided by Supplier will remain the property of Supplier, and Purchaser will be granted an unrestricted right to use it for Purchasers' own business purposes, including a right to (i) make copies, changes, modifications, (ii) use it in any other media than it was originally prepared for, (iii) authorize others to use it in relation to Purchasers business (including subcontracting to its affiliates or another entity), and (iv) assign such rights to a third party together with an assignment of the Deliverables to that third party.

特意准备的用于向采购方交付应交付物的资料将是采购方的财产，且供应商应将其中包含的所有知识产权转让给采购方。供应商提供的其他资料仍为供应商的财产，采购方应获得不受限制地将其用于采购方自身商业目的之使用权，包括以下权利：(i) 复制、更改、改动，(ii) 将其用于原先准备在其中使用的介质以外的任何其他介质，(iii) 授权他人将其用于采购方的业务（包括分包给其关联方或其他实体），以及 (iv) 在向第三方转让应交付物时将该等权利一同转让。

5 PRICE AND PAYMENT TERMS

价格和支付条款

- 5.1 The currency for all payments for the Deliverables will be the local currency of the location of the Supplier's principal place of business. The price will be fixed and include all taxes, fees or charges, but exclusive of Value Added Tax (VAT). Invoices will state the Supplier name, relevant purchase order number, invoice period and Supplier's bank account for payment. Purchaser will pay undisputed invoices in accordance with the payment term stated on the purchase order.

应交付物的所有付款货币为供应商主要经营地的当地货币。价格是固定的，且包括所有税金、费用和收费，不包括增值税。账单将载明供应商的名称、相关采购订单号、账单所涉及的时段和供应商用于接受付款的银行账户。对于无任何争议的账单，采购方将按照采购订单中载明的支付条款付款。

- 5.2 Delivery acceptance or payment will not constitute acceptance of nonconforming Deliverables, nor will it limit or affect any rights or remedies of Purchaser.

即使接受交付或付款，也不构成接受不符合规定的应交付物，且不会限制或影响采购方的任何权利或救济。

6 LIABILITY

责任

- 6.1 Supplier will indemnify and defend Purchaser from and against any claim, suit, allegation, fine, judgment and/or award, and pay all related costs, which may be made against or imposed on Purchaser by a third party or incurred by Purchaser due to Supplier's breach of this Agreement, negligence or willful misconduct.

对于因供应商违反本协议、供应商的过失或故意不当行为而可能导致第三方向采购方提起的或适用的或收取的或者可能导致采购方遭受的任何权利主张、诉讼、指控、罚

款、判决和/或裁决，供应商将保护采购方，对其作出补偿，使其免受损害，并支付所有相关的费用和支出。

- 6.2 Neither party will be liable for any indirect loss or damage, including loss of profit, loss of goodwill or loss of business opportunity. Further, the maximum liability of a party will be limited to one million Euro, except with respect to claims to the effect that any part of the Deliverables infringes any intellectual property right of a third party, breach of confidentiality, claims related to death or bodily injury, or losses or damages caused by gross negligence or willful misconduct.

对于任何间接的损失或损害，包括任何利润损失、商誉损失或商业机会损失，任何一方均不承担责任。而且，一方所应承担责任的最高额以一百万欧

元为限，除非是涉及声称应交付物任何部分侵犯第三方知识产权的权利主张、有关违反保密规定的权利主张、与死亡或人身伤害相关的索赔；或者因

重大过失或故意不当行为造成的损失或损害。

- 6.3 Any liability of Supplier set out in this Agreement will include any acts or omissions of its employees, subcontractors or any other party for which Supplier is responsible. Remedies set out in this Agreement are in addition to any other remedies available by law.

本协议中规定的应由供应商承担的任何责任将涵盖其员工、分包商或供应商应负责的任何其他方的任何作为或不作为。本协议中规定的救济应当是根

据法律可享有的任何其他救济的补充。

7 CONFIDENTIALITY

保密

- 7.1 Neither party will disclose to any third party any information relating to the other party or its business operations ("Confidential Information"), except to the extent necessary for the performance under the Agreement. The parties will use all reasonable means to keep Confidential Information secret. However, Purchaser may disclose any Confidential Information to its affiliates, provided they comply with the corresponding confidentiality undertaking. The obligation of confidentiality does not apply to Confidential Information which (i) is or becomes public through no fault of the receiving party; (ii) is lawfully obtained from someone other than the disclosing party that is not under an obligation to the disclosing party to keep that information confidential; (iii) was already in the possession of the receiving party prior to the date of disclosure; (iv) the receiving party develops independently without use of the Confidential Information; or (v) the receiving party is required to disclose by law or pursuant to any order of court or other competent authority or tribunal.

任何一方均不会向任何第三方披露与另一方或其业务运营相关的信息（“保密信息”），除非是为了根据协议履约需进行该等披露。双方将采用所有合理方式保持保密信息的保密性。但采购方可将任何保密信息披露给其关联方，前提是它们必须遵守相关保密承诺。保密义务不适用于以下保密信息：(i) 非因接收方的过失而为或成为公众所知的信息；(ii) 从披露方以外的且对披露方不承担任何保密义务的其他方处合法获取的信息；(iii) 在披露之日前接收方已占有的信息；(iv) 接收方在未使用保密信息的情况下独立

开发的信息；或者 (v) 接收方因法律要求或者按法院或其他主管机关或裁决机构的任何命令披露的信息。

8 CODE OF CONDUCT

行为准则

by Supplier to comply with the Code of Conduct will be deemed a material breach of the Agreement and (i) result in Supplier having to undertake necessary remedies, including to pay damages, and (ii) give Purchaser a right to terminate the Agreement with immediate effect upon written notice to Supplier.

采购方已制定业务合作伙伴行为准则（“行为准则”），该准则可在极光湾供应商门户网站获得。供应商将遵守行为准则或相似准则。而且，供应商还将确保其员工和分包商了解并遵守该行为准则或相似准则。如果供应商未遵守行为准则，将被视为严重违约，且导致 (i) 供应商因此须作出必要补救，包括支付损害赔偿，和 (ii) 采购方因此有权在书面通知供应商后即刻终止协议。

9 MISCELLANEOUS

其他规定

- 9.1 The Agreement contains the entire agreement between the parties concerning its subject matter. All amendments will be in writing and signed by both parties.

协议包含双方之间关于协议标的事项的完整协议。所有修订将采用书面形式并经双方签字。

- 9.2 Supplier will, at its expense, during the term of the Agreement maintain, and procure that its subcontractors maintain, any applicable licenses, permits and authorizations.

供应商将在协议有效期内自费维持并确保其分包商维持任何适用的证照、许可和授权。

- 9.3 Supplier will comply with all applicable laws. If performing work on Purchasers' premises, Supplier will comply with Purchasers' safety and security rules, rules related to the well-being of the employees, and alcohol and illegal drugs.

- 8.1 Purchaser has adopted a Code of Conduct for Business Partners ("Code of Conduct"), available on Aurobay's Supplier Portal. Supplier will comply with the Code of Conduct or similar principles. Further, Supplier will ensure that the Code of Conduct or similar principles are communicated and complied with by its employees and subcontractors. Failure

Supplier will inform itself, its employees and its subcontractors of all applicable rules.

供应商将遵守所有适用法律。如果在采购方的场所实施作业，供应商将遵守采购方有关安全和保安的规定以及有关员工福利、酒精和非法药物的规定。供应商将了解采购方的所有适用规定，并将这些规定告知其员工以及其分包。

- 9.4 Nothing in this Agreement will create any payment obligations or contractual relationship between Purchaser and Supplier's employees or subcontractors. Neither Supplier nor its employees are Purchasers' employees, agents, partners or joint ventures.

本协议任何内容均不会在采购方和供应商的员工或分包商之间创设任何付款义务或合同关系。供应商及其员工均不是采购方的员工、代理、合作伙伴和合资公司。

- 9.5 Supplier or its subcontractors will not use Purchasers' logotypes and trademarks (for advertisement, exhibitions or any other purpose) without the prior written consent by Purchaser and in that case always strictly in accordance with the explicit instructions and requirements of Purchaser.

未经采购方事先书面同意，供应商及其分包商均不会（出于广告、展览或任何其他目的）使用采购方的任何标识和商标。如需使用，将始终严格遵循采购方的明确指示和要求。

- 9.6 Supplier will maintain adequate liability insurances. Supplier will, upon Purchasers' request, evidence that that the abovementioned insurance exists.

供应商将维持充分的责任保险。经采购方要求，供应商将证明具备上述保险。