

documentation sufficient to operate, to make full use of and/or to maintain the Products without further reference to the Supplier.

7 CANCELLATION, REJECTION AND OTHER PERFORMANCE FAILURES

7.1 If the Products and/or Services fail to materially comply with the Specifications, the Purchase Order, and/or the Supplier's published technical, functional or operational specifications, then without limitation to the Purchaser's statutory rights upon Delivery or if Delivery is delayed by more than 7 calendar days after the due date for delivery, then the Purchaser may:

- notify the Supplier in writing that, with immediate effect, the Purchaser terminates all or the relevant part of the Purchase Order for the Products and/or Services;
- reject the affected Products or if in the Purchaser's opinion the delay or failure is severe, all of the Products including those previously supplied.

7.2 If the Purchaser rejects or terminates all or part of the Products and/or Services under clause 7.1, the Supplier shall accept the return and immediately credit or refund to the Purchaser the total Price paid and any costs incurred by the Purchaser in returning the Products to the Supplier.

8. WARRANTIES AND INDEMNITIES

8.1 Without limitation to any statutory rights or warranties according to applicable law, the Supplier warrants that:

- upon Delivery the Products and/or Services materially comply with the Specifications and the Purchase Order, and shall continue to materially comply with the Specifications and the Purchase Order during the Warranty Period;
- the Products conform to their description and are materially free from defects in design, materials, workmanship and installation;
- the Products are of satisfactory quality and reasonably fit for their purpose and use;
- the Products are new and have not been used by any person, unless otherwise agreed in writing by the Purchaser;
- it will comply with all applicable laws in supplying the Products and/or Services;
- the Products and/or Services will comply with all applicable laws, regulations and industry standards and the Supplier's published technical, functional or operational specifications therefore;
- all Services will be carried out by competent, suitably qualified and trained personnel;
- the Products (and/or the Purchaser's and its Affiliates normal use of the Products) do not and will not at any time infringe the intellectual property rights of any third party;
- it is not aware of any conflicts of interest which could materially adversely affect the Supplier's ability to supply the Products and/or Services as required by these Terms and Conditions; and
- it has the full and unrestricted right to Deliver the Products and/or the Services in accordance with these Terms and Conditions and all applicable laws.

8.2 The Supplier shall indemnify the Purchaser from any Losses arising out of a breach by the Supplier of clause 8.1. In addition, if at any time during the Warranty Period, the Supplier becomes aware or the Purchaser notifies the Supplier of any failure of the Products and/or the Services to comply with clause 8.1(a) - (f), the Supplier shall promptly rectify that failure at no cost to the Purchaser.

9. LIABILITY

9.1 Subject to clauses 9.2, 9.3 and the indemnification of any breach of the warranty set out in clause 8.1(h) which shall not be limited by this clause, the maximum total liability of the Purchaser to the Supplier, and of the Supplier to the Purchaser, for any Losses arising out of or in connection with the provision of the Products and/or Services is limited to the total Price.

9.2 Neither the Purchaser nor the Supplier shall be liable to the other party in connection with these Terms and Conditions for any lost profits, lost customers, loss of anticipated savings, loss of software or data or any other consequential or indirect loss falling within the same category.

9.3 Nothing in these Terms and Conditions excludes or limits either the Supplier's or the Purchaser's Losses for death or personal injury caused by its negligence or any other category of Losses which cannot be excluded or limited by applicable law.

10. TERM AND TERMINATION

10.1 These Terms and Conditions bind the Parties relative to the Delivery of the Products and/or Services. Clauses 8, 9, 11, 12, 14.2 shall survive the Delivery of the Products and/or Services.

10.2 If the Purchaser has failed to pay an undisputed invoice for the Price by the due date and the Purchaser has not remedied that failure of payment within 14 calendar days of having receiving notice from the Supplier of the failure and the request that such failure be remedied (the "Cure Date"), then the Supplier may immediately cease further Delivery of the relevant Products or Services by notice in writing to the Purchaser.

10.3 The Purchaser may cancel the provision by the Supplier of any Products and/or Services remaining to be supplied by the Supplier to the Purchaser immediately by notice in writing to the Supplier:

- in the circumstances of clause 7;
- if the Supplier is bankrupt or enters (voluntarily or involuntarily) into any sort of insolvency proceedings; and
- if the Supplier fails to deliver the Products and/or Services within the time period and quality requirements stated on the Specifications, as supplemented and/or clarified by the relevant Purchase Order, and fails to remedy such failure to the Purchaser's satisfaction within 14 calendar days after receiving the Purchaser's request to remedy such failure.

10.4 Any cessation or cancellation under clauses 10.2 and 10.3 shall not relieve the Purchaser of the obligation to pay to the Supplier for the Products and/or Services provided prior to the effective date of such cessation, cancellation and termination.

11 CONFIDENTIALITY

11.1 A party (the "Receiving Party") shall maintain in confidence the other party's (the "Disclosing Party") Confidential Information and shall not use the Confidential Information for any other purpose without the Disclosing Party's prior written consent.

11.2 The Receiving Party may use, disclose and/or store the Disclosing Party's Confidential Information:

- for the purpose of performing its obligations under these Terms and Conditions;
- for any other purposes required by applicable law;
- within its organisation and to its Affiliates or subcontractors on a "need to know" basis, provided all such recipients have signed a broad written confidentiality undertaking with the Receiving Party sufficient to protect the Disclosing Party's Confidential Information in accordance with these Terms and Conditions.

11.3 For the avoidance of doubt, the obligations of confidentiality in this clause 11 do not apply to information that is:

- in the public domain other than through a breach of section 11.1 by the Receiving Party;
- rightfully disclosed by a third party or known to the Supplier prior to the date of the Purchase Order; or
- required to be disclosed by law, regulation or by any applicable stock exchange listing rules.

12. DATA PRIVACY

12.1 In providing the Products and/or Services, the Supplier shall comply with the Data Protection Legislation relating to the Personal Data of the Purchaser's or its Affiliates customers, personnel or consultants obtained by the Supplier in connection with these Terms and Conditions (the "Purchaser's Personal Data").

12.2 Without limitation to clause 12.1, the Supplier shall:

- process the Purchaser's Personal Data in only on the instructions of the Purchaser and ensure that it is used only as necessary to carry out the Supplier's obligations under these Terms and Conditions;
- ensure that the Purchaser Personal Data is kept secure and is not subject to any unauthorised or unlawful processing, accidental loss, destruction or damage; and
- ensure that no Purchaser Personal Data is transferred transferred outside the country where the purchase order is issued without the prior written consent of the Purchaser.

(a) 书面通知“供货方”终止有关“产品”及/或“服务”的全部“采购订单”或其中任何相关部分，并立即生效；

(b) 将受影响部分“产品”退货处理，或者若在“采购方”看来延误或违约情形严重的，则将所有“产品”-包括此前已供货部分-予以退货处理。

7.2 若“采购方”根据第7.1条规定拒绝接受或终止全部或任何部分“产品”及/或“服务”的，“供货方”应接受退货并立即将已支付的全部“价款”及“采购方”因向“供货方”退货过程中发生的任何费用记入“采购方”账下或返还“采购方”。

8. 保证与赔偿

8.1 在不影响依照相关法律享有的任何法定权利或保证的前提下，“供货方”保证：

- 在交付时，“产品”及/或“服务”应实质符合“规格标准说明书”及“采购订单”的要求，并在“质保期”内仍将继续实质性符合“规格标准说明书”及“采购订单”的要求；
- “产品”符合其相关说明，并在设计、材质、工艺以及安装等方面均不含任何缺陷；
- “产品”达到令人满意的质量标准，并合理适于其目的与用途；
- 除“采购方”另以书面形式表示同意的情形外，“产品”概为全新、且从未被任何人用过；
- 其在提供“产品”及/或“服务”时遵守所有相关法律之规定；
- “产品”及/或“服务”均符合所有相关法律、法规、产业标准以及“供货方”已予公布的技术、性能或运行规格标准说明书；
- 所有“服务”都将由经过良好培训且拥有相应资质的合格人员提供；
- “产品”及/或“采购方”及其所属关联企业“对“产品的正常使用”当前及未来任何时间概不存在对任何第三方知识产权的侵犯；
- 其并不知晓存在任何可能对“供货方”按照该等“条款与条件”之要求而供应“产品”及/或“服务”的能力造成实质性不利影响的利益冲突；
- 其根据该等“条款与条件”及所有相关法律之规定，拥有充分且不受限制的、交付“产品”及/或“服务”的权利。

8.2 “供货方”违反第8.1条规定造成任何损失的，应向采购方赔偿。另外，如在质保期内任何时间，“供货方”知晓或经采购方通知而知晓“产品”及/或“服务”因存在任何问题而不符合第8.1(a) - (f)节规定的，“供货方”应及时进行修正，且不应向采购方收取任何费用。

9. 责任

9.1 根据第9.2、9.3条之规定以及第8.1(h)条所载明针对任何违反保证行为的赔偿约定（其不受本条规定之限制），对于因提供“产品”及/或“服务”所致或与其相关的任何“损失”，“采购方”应向“供货方”承担的、以及“供货方”应向“采购方”承担的最高责任限额，概以“价款”总额为限。

9.2 就任何利润损失、客户流失、预期成本节约的损失、软件或数据损失、或同类的任何其他继发性或间接损失，“采购方”与“供货方”概不向与该等“条款与条件”相关的对方承担任何责任。

9.3 该等“条款与条件”中的任何条款约定，概不限制或排除“采购方”或“供货方”对于因其疏忽大意导致死亡或人身伤害等“损失”情形，或者依照相关法律规定不得予以排除或限制的任何其他类型“损失”情形而应承担的责任。

10. 期限与终止

10.1 该等“条款与条件”就有关“产品”及/或“服务”的交付事宜而对“双方”具有约束力。其中第8、9、11、12、14.2等条款之规定，在“产品”及/或“服务”的交付完成后，仍将继续有效。

10.2 若“采购方”逾期未能就不存在争议的发票支付“价款”，并且“采购方”在接到“供货方”就有关该等违约情形及应予采取的改正措施而发出的通知后14天（以下称“改正期限”）内仍未采取任何改正措施的，则“供货方”可在书面通知“采购方”后立即停止继续交付有关“产品”及/或“服务”。

10.3 若发生以下情形，“采购方”可向“供货方”发出书面通知后，立即取消“供货方”就其尚未向“采购方”提供的任何剩余部分“产品”及/或“服务”的供应：

- 出现第7条所述情形的；
- 若“供货方”破产，或（自愿或被迫）进入任何形式的破产清算程序的；以及
- 若“供货方”未能按“规格标准说明书”所约定的、且以相关“采购订单”所予补充及/或阐明的时限和质量要求提供“产品”及/或“服务”，而在接到“采购方”要求其采取补救措施的通知后14天内仍未能采取令“采购方”满意的补救措施的。

10.4 凡根据第10.2及10.3条规定而停止或撤消供应/交付的任何情形，概不免除“采购方”就有关在前述停止、撤消与终止生效之前已提供的“产品”及/或“服务”所应向“供货方”承担的付款义务。

11. 保密

11.1 一方（以下称“接受方”）应对另一方（以下称“披露方”）的“保密信息”予以保密，且未经“披露方”事先书面同意，其概不得将“保密信息”用于任何其他目的。

11.2 “接受方”可在符合下列条件的范围内使用、披露及/或存储“披露方”的“保密信息”：

- 为履行其于该等“条款与条件”下所承担之各项义务的；
- 相关法律规定的任何其他目的的；
- 以“必要知晓”的程度为限，在其组织机构内及其“关联企业”或分包商，但所有该等“保密信息”接受者应该都已同“接受方”签订有一份书面的保密承诺，其约定应足以按照该等“条款与条件”来保护“接受方”的“保密信息”为前提。

11.3 为避免引起歧义，本第11条所述保密义务概不适用于下列信息：

- 非因“接受方”违反第11.1条规定而为公众所知晓的；
- 由第三方以正当方式披露的，或在下达“采购订单”的日期之前已为“供货方”所知晓的；或者
- 依照相关法律法规规定或有关证券交易所上市规则的规定而必须披露的。

12. 数据隐私

12.1 在提供“产品”及/或“服务”过程中，对于其因涉及该等“条款与条件”而获取的“采购方”或其所属“关联企业”的客户、人员或顾问的个人信息（以下称“采购方”个人信息），“供货方”应遵守相关的“数据信息保护法”的规定。

12.2 在不影响第12.1条规定的前提下，“供货方”应该：

- 仅限于根据“采购方”指令来处理“采购方”个人信息，并确保仅在履行该等“条款与条件”项下“供货方”义务必需时使用该信息；
- 保证“采购方”个人信息的安全和不受任何未经授权或非法的处理、意外丢失或损毁；并且
- 保证未经征得“采购方”事先书面同意，概不将“采购方”个人信息任何内容转移至采购订单签发国以外的任何其他地方。

13. INTELLECTUAL PROPERTY

13.1 The intellectual property rights of the Purchaser or the Supplier, as the case may be, which exist on the date the Supplier receives the Purchase Order, shall continue to be owned by or licensed to the party introducing such rights.

13.2 All intellectual property rights in the Products and/or the Services created specifically for and paid for by the Purchaser under these Terms and Conditions as part of the Price, shall be assigned to the Purchaser immediately upon their creation. The intellectual property rights are assigned for their worldwide exploitation, for the duration of term of protection and for all means, media, form or formats of exploitation, including without limitation, the right to reproduce, use, adapt, modify, transform, publish, distribute, publicly perform and communicate, translate and to prepare derivative works or to assign, sell or license such rights on an exclusive or non-exclusive basis.

13.3 The Supplier grants to the Purchaser and its Affiliates a non-exclusive, perpetual (or other maximum term permitted by applicable law), fully paid-up licence to use, copy, and store any of the Supplier's pre-existing intellectual property rights or third party rights, which form part of the Products and/or the Services and which are necessary for the Purchaser to receive the benefit of the Products and/or Services.

13.4 The Supplier shall, at the Purchaser's request, do all acts and execute all documents reasonably required to enable the Purchaser to obtain the full intended benefit of this clause 13.

13.5 Any use by the Supplier of the Purchaser's or its Affiliates' business or product names, logos and trademarks requires the prior written consent of the Purchaser. All such names, logos and trademarks shall remain the exclusive property of the Purchaser, its Affiliates and their licensors, as the case may be.

14. MISCELLANEOUS

14.1 Subject to clause 1.1, these Terms and Conditions supersede any prior and shall apply without regard to any subsequent understandings, discussions or agreements relating to the same subject matter, as well as any standard terms and conditions of the Supplier.

14.2 These Terms and Conditions are governed by the laws of the P.R.China and are subject to the exclusive jurisdiction of the P.R.China.

14.3 The Purchaser will notify the Supplier of any variation or alteration of these Terms and Conditions implemented by the Purchaser.

14.4 The Supplier may not assign and transfer or novate its obligation to supply the Products and/or Services pursuant to, or its rights arising from, these Terms and Conditions. The Purchaser may assign and transfer or novate its rights and obligations pursuant to or arising from these Terms and Conditions upon written notice to the Supplier of the occurrence of such assignment and transfer or novation.

14.5 If any provision(s) of these Terms and Conditions is illegal or unenforceable, such provision(s) will be severed and the rest may be enforced to the extent possible.

14.6 The Supplier and the Purchaser are independent contractors and neither party nor their respective personnel are in a partnership, joint venture, employment or agency relationship as a result of or in connection with the supply of the Products and the Services.

14.7 Except as expressly specified herein, no any third party shall have any benefit or right arising from these Terms and Conditions.

14.8 Neither the Purchaser nor the Supplier will be liable for any Losses arising directly or indirectly from the failure or delay in performing its respective obligations under these Terms and Conditions to the extent and for the duration that such failure or delay is caused by circumstances outside its reasonable control.

14.9 These Terms and Conditions are provided in the the English/Chinese language. If there is any conflicts, the Chinese version shall prevail for all purposes.

13. 知识产权

13.1 “供货方”收到“采购订单”时即存在的、属于“采购方”或者“供货方”的知识产权（视具体情况而定），仍将继续归引进该等权利的一方所拥有或掌握许可使用权。

13.2 凡根据该等“条款与条件”，专为“采购方”开发并作为“价款”之一部分而由“采购方”予以偿付的“产品”及“服务”中包含的所有知识产权，自其开发成功之日起即归“采购方”所有。该等知识产权的转让涵盖世界范围内以所有方式、媒介、形式或格式进行的开发利用；转让时间是整个保护期限，开发利用包括但不限于：复制、使用、改编、修改、转换、出版、分发、公开执行与沟通、翻译以及准备衍生作品的权利，或者转让、出售该等权利，或者在排他性或非排他性基础上授予该等权利的使用许可。

13.3 “供货方”授予“采购方”以非独占性、永久性（或相关法律所允许的其他最长时限）并足额支付的许可使用权，以使其能够使用、复制并存储“供货方”此前已存在、

并构成“产品”及“服务”之一部分的，同时也为“采购方”能够从“产品”及“服务”中获益所必需的任何已有的知识产权或第三方权利。

13.4 若“采购方”提出请求后，“供货方”应采取一切合理必要的行动及签署一切合理必要的文件，以使“采购方”能够充分获得第13条所规定的拟应获得的利益。

13.5 “供货方”如需对“采购方”或其“关联企业”商号或产品名称、标志及商标等加以任何使用的，概须事先取得“采购方”书面同意。所有该等名称、标志及商标等将始终属于“采购方”、其“关联企业”及其使用权所有人（视具体情况而定）的独占财产。

14. 其他

14.1 依照第1.1条之规定，该等“条款与条件”即取代任何此前制订的条款与条件，且不论双方间就有关同一标的是否存在任何后续的谅解、讨论或协议，也不论是否存在“供货方”的任何标准条款与条件。

14.2 该等“条款与条件”接受中华人民共和国法律的管辖，并将服从中华人民共和国的唯一司法管辖权。

14.3 若“采购方”对该等“条款与条件”进行任何修订或变更，即应通知“供货方”。

14.4 “供货方”不得将其于该等“条款与条件”项下所承担的供应“产品”及“服务”的义务，或享有的任何权利转让、出让给他人或进行替换，“采购方”可以将其于该等“条款与条件”项下所承担的义务、或享有的任何权利转让、出让给他人或进行替换，

但须在转让或替换时书面通知“供货方”。

14.5 若该等“条款与条件”中有任何条款约定不合法或不具有强制执行力的，则该等条款约定即被排除，而其余部分仍应尽可能予以执行。

14.6 “供货方”与“采购方”乃为彼此独立的合同方，任何一方或其任何人员，概不因涉及提供“产品”与“服务”而结成合作伙伴、合资经营、聘用或代理关系。

14.7 除该等“条款与条件”中有明确说明的情形外，任何第三方概不从事该等“条款与条件”中获益或由此享有任何权利。

14.8 凡若超出“采购方”或“供货方”合理控制能力范围以外的任何情形导致任何一方无法履行或者延误履行其于该等

“条款与条件”项下承担的相关义务，对于由此直接或间接造成的任何“损失”，双方互不承担任何责任。

14.9 该等“条款与条件”以中英文版本提供，且在任何情况下概以中文版为准。