

HESIMAN GENERAL PURCHASING CONDITIONS

赫斯曼一般性采购条款

1. Introduction

引言

- 1.1 A “Contract” shall consist of these Purchasing Conditions and a purchase order issued to Supplier (“Purchase Order”) for products to be supplied thereunder (“Products”). If there is any conflict between the provisions of a Purchase Order and these Purchasing Conditions the Purchase Order shall prevail to the extent of the conflict.

“合同”由本采购条款以及一份采购订单（“采购订单”）组成，其中采购订单下发给供应商，用于采购其项下供应的产品（“产品”）。如果采购订单与本采购条款发生任何冲突，则在冲突范围内，应以采购订单为准。

- 1.2 No other terms and conditions including without limitation any terms and conditions set out in Supplier's invoices or other standard form documentation shall apply.

其他任何条款及条件不得适用，包括但不限于供应商发票或其他标准格式文档中所列的任何条款及条件。

- 1.3 Supplier understands that Hesiman may purchase the Products for its own use or for integration in Hesiman's or its Associated Companies' own products for commercial sale or for resale to customers as separate units. References herein to Hesiman shall mean both the Hesiman purchasing entity and any Hesiman entity using the Products.

供应商理解，赫斯曼可采购产品自用或者集成到赫斯曼或其关联公司自己的产品中，以便作为独立设备进行商业销售或者转售给客户。凡提及赫斯曼之处应指赫斯曼购买实体和任何使用产品的赫斯曼实体。

2. Quality assurance and inspections

质保与检验

- 2.1 Supplier shall manufacture for and deliver to Hesiman Products which shall comply with the technical specifications and written requirements (including, without limitation, CE, UL/CSA, EMC compliance, quality, hygienic, documentation, painting, marking and packaging requirements) given by Hesiman. On Hesiman's request Supplier shall provide documentation in connection with such requirements. The Products shall be of high quality and fit for any purpose for which such Products are customarily used and any other purpose made known to Supplier.

供应商应为赫斯曼制造并向赫斯曼交付符合赫斯曼提供的技术规范 and 书面要求（包括但不限于 CE、UL/CSA 和 EMC 合规、质量、卫生、文档、着色、标记和包装要求）的产品。应赫斯曼请求，供应商应提供与此类要求相关的文档。产品应具备高质量，且适用于此类产品的惯常用途以及供应商知晓的任何其他用途。

- 2.2 Supplier shall immediately inform Hesiman in writing of any essential condition which could have a negative effect on Supplier's ability regarding the manufacturing and/or delivery of the Products, in particular but not limited to, any known defects and delays and any breach (by Hesiman or Supplier) of the Contract. Supplier may not, without the prior written approval of Hesiman, make any changes in manufacturing (including, without limitation, changes in raw materials, manufacturing processes or characteristics or any change of sub-supplier) that may affect compliance with Article 2.1 above.

一旦出现任何可能对供应商制造和/或交付产品的能力造成不利影响的任何重要情况，供应商应立即书面告知赫斯曼，尤其是但是不限于，任何已知的缺陷和延误以及违反合同的任何行为（无论是赫斯曼还是供应商违约）。未经赫斯曼事先书面批准，供应商不得对生产方式做出任何可能使其不符合上述第 2.1 条的变更（包括但不限于变更原材料、生产流程或特性或更换任何分供应商）。

- 2.3 Hesiman or its representatives may upon reasonable prior notice at any reasonable time inspect Supplier's Product production and test facilities, and review and take copies of documentation and inspect and test material and workmanship related to the Products. Inspections and tests shall be performed in such a manner as to avoid unrestricted disclosure of Supplier's confidential information and without disrupting Supplier's work unduly. Each party shall bear its own costs of such inspections.

赫斯曼或其代表在发出合理的事先通知后，可在任何合理的时间检验供应商的产品生产及测试设施，审查和复制文档，并检验和测试与产品相关的材料和工艺。检验和测试的实施方式应避免无限制地披露供应商的保密信息，而且不会不当地扰乱供应商的工作。各方应承担此类检验中各自应分担的费用。

- 2.4 Supplier shall work with Hesiman and provide reports and attend meetings as required in order to review agreed KPIs and other matters connected with the supply and quality of the Products.

供应商应与赫斯曼合作，按要求提供报告并参加会议以回顾约定的关键绩效指标和其他与产品供应及质量相关的事项。

- 2.5 The Supplier shall keep Hesiman continuously informed in detail regarding any export or international trade control laws or regulations relating to the Products. The Supplier undertakes to promptly inform Hesiman if there are any changes that are subject to any such laws or regulations, including but not limited to the ordinance EU 2021/821 and the United States Export Administration Regulations (“EAR”). The information provided shall be in the format requested by Hesiman. Unless such information is promptly provided to Hesiman, the Supplier

warrants, represents and undertakes that all Products (including any parts thereof), which are to be delivered under the Contract, are not subject to any such export or international trade control laws or regulations. The Supplier, if requested by Hesiman, shall provide Hesiman with the information and documents necessary to apply for a licence and, if any, with Supplier's general licences under which Hesiman might export the relevant Product. The Supplier's failure to comply with this Article 2.5 shall constitute a fundamental breach of the Contract.

供应商应持续告知赫斯曼任何与产品相关的出口或国际贸易管制法律法规的详情。供应商承诺，如果该等法律法规（包括但不限于 EU 2021/821 法令和美国出口管理条例（“EAR”）发生任何变更，供应商应及时通知赫斯曼。该信息应按赫斯曼要求的格式提供。除非已及时向赫斯曼提供了该等信息，供应商保证、陈述并承诺，在本合同项下交付的所有产品（包括其任何零件）未受制于任何该等出口或国际贸易管制法律或规定。如赫斯曼要求，供应商应向赫斯曼提供申请许可所必需的信息和文件，如果供应商有可允许赫斯曼出口相关产品的通用许可，供应商还应向赫斯曼提供该等通用许可。

3. Environment and Code of Business Conduct

环境与商业行为准则

- 3.1 Supplier will avoid, or reduce to a minimum, any negative environmental effects. Supplier will put its best efforts into following Hesiman's Environmental Guidelines (as provided by Hesiman and as updated from time to time) and when possible use packaging material suitable for recycling or reutilization.

供应商应避免或尽可能减少任何负面环境影响。供应商应尽最大努力遵守赫斯曼的环境准则（由赫斯曼提供并不时更新），而且在可行情况下，应采用适于回收或再利用的包装材料。

- 3.2 The Supplier undertakes to respect the law in the countries and communities where it operates and, upon the request of Hesiman, provide evidence of its compliance with such obligations. Further, the Supplier shall at all times ensure that it complies with the obligations set out in Hesiman's Code of Business Conduct for Suppliers ("Supplier Code") (as provided by Hesiman and as updated from time to time). For the avoidance of doubt the obligations set out in the Supplier Code include, but are not limited to, obligations on the Supplier to cooperate with Hesiman (and/or any third party auditor or similar), whether in Hesiman's own or third parties' assessments and/or audits, to join in and/or become a member of any requested third party platforms or similar used for the assessments and/or audits, and to disclose requested information in connection with, and to participate and bear the cost for, assurance processes such as self assessment questionnaires (SAQ), as well as assessments, audits and/or preannounced inspections.

供应商承诺遵守其开展业务所在国家和地区的法律，而且应赫斯曼请求，应提供遵守此类义务的证据。另外，供应商应始终确保其遵守赫斯曼的《供应商商业行为准则》（由赫斯曼提供并不时更新，“供应商准则”）中规定的各

项义务。为免存疑，供应商准则中载明的义务包括但不限于供应商与赫斯曼（和/或任何第三方审计师或类似机构）配合（无论是赫斯曼还是第三方的评估和/或审计）的义务，加入用于评估和/或审计的任何要求的第三方平台或类似机构和/或成为其成员的义务，披露与诸如自评问卷调查（SAQ）和评估、审计和/或预告公告检查等保证流程有关的要求信息的义务及参加并承担该等保证流程的成本支出的义务。

4. Delivery

交货

- 4.1 Unless otherwise specified in a purchase order, Products will be delivered FCA as defined by the ICC INCOTERMS 2020, to a carrier appointed by Hesiman at the place named in the Purchase Order.

除非采购订单中另有规定，否则供应商应按照国际商会《2020 年国际贸易术语解释通则》中定义的货交承运人（FCA）条件，在该采购订单中指定的地点将产品交付给赫斯曼委托的承运人。

- 4.2 Risk of and title to the Products shall pass on delivery.

产品的风险及所有权应在交货后发生转移。

5. Delay

延误

- 5.1 If Supplier fails to deliver any or all Products by the agreed delivery date, Supplier shall pay to Hesiman liquidated damages at the following rate: zero point five (0.5) per cent of the price of the Products in delay for every business day of delay, with a maximum limit of compensation of ten (10) per cent of such price. Hesiman also has the right to cancel, in whole or in part, the delayed order or, in case the delay exceeds ten (10) weeks, to terminate the Contract with immediate effect.

如果供应商未能在约定的交货日期之前交付任何或全部产品，则供应商应按照如下的比率向赫斯曼支付违约赔偿金：每延迟一个工作日，支付延迟交货产品价格的百分之零点五（0.5%），最大限额为该价格的百分之十（10%）。赫斯曼还有权全部或部分地取消延迟交货订单，或者在延迟超过十（10）周的情况下，立即终止合同。

6. Terms of payment

付款条件

- 6.1 Hesiman shall pay the price according to the payment terms set out in the Purchase Order. Payment shall not be deemed to constitute acceptance of the Products or any waiver of any rights of Hesiman. Supplier may invoice Hesiman on completion of delivery. Except as otherwise agreed, payment shall be made in RMB, sixty (60) days net, free delivery month i.e. at the end of the calendar month following the month of invoice.

赫斯曼应按照采购订单中所列的付款条件支付价款。付款不得视作构成了赫斯曼对产品的接受或者对任何权利的放弃。供应商可在完成交货后向赫斯曼开具发票。除非另有约定，应使用人民币结算，在交货月六十（60）天内付款，即在开票月后一个日历月的月末付款。

- 6.2 Unless otherwise provided in the Contract, the Price is fixed and includes packaging and labelling. The Price

excludes value added tax which, if applicable, shall be payable by Hesiman, but all other taxes on payments hereunder shall be borne by Supplier.

除非合同另有规定，否则价格应为固定价格并包含包装和贴标。该价格不含增值税，如适用增值税的话，应由赫斯曼支付，但是本条款项下与付款相关的所有其他税收应由供应商承担。

- 6.3 Invoices issued hereunder can, in Hesiman's sole discretion, be required to be received and processed through an electronic invoicing system. If requested to do so, Supplier undertakes to send invoices in relevant electronic format and at its own cost and expense enter into an agreement with a service provider to enable such invoicing according to Hesiman's instructions.

根据赫斯曼自行决定，可要求通过电子开票系统接收和处理根据本条款开具的发票。如果赫斯曼作此要求，供应商承诺，将采用相关的电子格式发送发票并自担费用与服务供应商订立协议以实现赫斯曼所指示的开票要求。

- 6.4 Hesiman shall be entitled to set off and deduct from any sum that is payable hereunder any sum that is owed by Supplier or any Supplier group company or subcontractor under a Contract or otherwise to any company under the overall control of the Tetra Laval group board and engaged in the business of the Hesiman group (a "Hesiman Associated Company").

赫斯曼应有权从本条款项下应付的任何款项中抵销和扣除供应商或任何供应商集团公司或分包商根据某合同或其他理由亏欠完全受赫斯曼拉伐集团董事会控制并从事赫斯曼集团业务的任何公司（“赫斯曼关联公司”）的任何款项。

7. Warranty

保证

- 7.1 Supplier warrants, represents and undertakes that the Products comply with all applicable laws, regulations, requirements issued by any competent authority or court and other similar instrumentt (including without limitation any applicable health and safety legislation such as regulations (EC) No 1935/2004 and No 2023/2006 (Food Contact) and environmental legislation such as regulation (EC) No 1907/2006 (REACH)), are free from any actual or threatened claim, lien or action that may affect their supply or use, and conform to the specifications and requirements set out in the Contract or otherwise given by Hesiman. Supplier warrants that any Services supplied under the Contract shall be provided with reasonable skill and care.

供应商保证、陈述并承诺如下：产品符合任何有权机构或法院发布的任何适用法律、法规及要求及其他类似文件（包括但不限于任何适用的健康与安全法规，如（欧盟委员会）第 1935/2004 号和 2023/2006 号法规（食品接触）以及（欧盟委员会）第 1907/2006 号法规（化学品的注册、评估、授权和限制-REACH）），产

品不存在可能会影响其供应和使用的任何实际或潜在的索赔、留置权或诉讼，而且产品符合合同中所列或者赫斯曼另行提供的规范及要求。供应商保证，应以合理的技能和注意义务提供合同项下的任何服务。

- 7.2 The guarantee period for each of the Products shall be twelve (12) months after installation of such Products or eighteen (18) months after delivery, whichever occurs the latest. A new guarantee period of twelve (12) months starts for parts which have been repaired or replaced, but not in any case lasting longer than six (6) months after the end of the guarantee period according to the aforesaid.

每件产品的保证期为产品安装后的十二（12）个月或者交货后的十八（18）个月，以较晚发生者为准。对于维修或更换的零件，将重新计算为期十二（12）个月的保证期，但是无论如何持续时间不得超过上述保证期结束后的六（6）个月。

- 7.3 Upon written request by Hesiman, Supplier undertakes to repair or replace any parts of the Products that, before the expiry of the guarantee period, are defective due to reasons attributable to Supplier. Such repair or replacement shall be effected within five working days following Hesiman's request. Replaced parts shall become Supplier's property. Hesiman accepts no liability for storage of such parts, and shall have the right to dispose of such as it wishes should Supplier not have collected such material within one month from its replacement.

应赫斯曼要求，供应商承诺维修或更换在保证期届满之前由于可归结于供应商原因而产生缺陷的任何产品零件。该等维修或更换应在赫斯曼提出要求后的五个工作日内实施。更换下来的零件应属供应商财产。赫斯曼对该等零件的存放不承担任何责任，且若供应商未在更换后的一个月内取走该材料，则赫斯曼有权自行处置。

- 7.4 If Supplier fails completely or in part to remedy a defect within a reasonable time, Hesiman may, at its sole discretion, either remedy the defect itself, at the cost of Supplier, or claim a reasonable reduction of price.

如果供应商无法在合理时间内全部或部分地补救某项缺陷，则赫斯曼可自行选择，或自行修正缺陷，由供应商承担费用，或要求合理降价。

- 7.5 Supplier will indemnify Hesiman and the Hesiman Associated Companies against any and all liability, loss, damage, costs and expenses (including legal expenses) which arise from any breach of the Contract by Supplier, including but not limited to delay penalties that are payable by Hesiman or any Hesiman Associated Company to their respective customers as a result of a delay by the Supplier. Supplier will not be liable for consequential damages unless Supplier has been guilty of willful misconduct or gross negligence.

对于由于供应商违反合同的任何行为而产生的任何及所有责任、损失、损害、费用和支出（包括法律费用），供应商应对赫斯曼和赫斯曼关联公司进行赔偿，包括但不限于由于供应商延迟而导致赫斯曼或任何赫斯曼关联公司应向其各自客户

支付的延迟罚金。供应商不就后果性的损害承担责任，除非供应商犯有故意不当行为或者重大过失。

- 7.6 Supplier's guarantee shall not cover defects caused by normal wear and tear, inadequate maintenance or faulty repair, failure to observe the operating instructions, building or assembly or modification work not undertaken with the consent of Supplier save where the Supplier has been informed of such modifications and has not objected within a period of thirty (30) days, or resulting from other reasons beyond Supplier's reasonable control.

供应商的保证不应涵盖由于正常磨损、维护不足或维修不当、未能遵守操作说明、未经供应商同意而实施的建造、装配或改装工作（除非供应商已得知此类改装且未在三十（30）天内提出异议），或者由于超出供应商合理控制范围外的其他原因导致的缺陷。

- 7.7 Notwithstanding the provisions of Articles 7.1-7.6 to the extent Hesiman or any Hesiman Associated Company might incur product liability towards any third party having acquired Products from Hesiman, or towards the customers of any such third party, Supplier shall defend, indemnify and hold Hesiman and the Hesiman Associated Companies harmless from all claims, losses, damages, liabilities and expenses relating to personal injury and property damage caused by the Products, including without limitation damage to or loss of raw materials and end-products in Hesiman's end-customer's production.

虽有第 7.1-7.6 条的规定，如果赫斯曼或任何赫斯曼关联公司对从赫斯曼处获得产品的任何第三方或者任何该第三方的客户可能承担产品责任，则对于由产品导致的、与人身伤害和财产损失相关的所有索赔、损失、损害、责任和支出，包括但不限于对赫斯曼最终客户生产过程中原材料和最终产品的损坏或损失，供应商应为赫斯曼进行抗辩，对赫斯曼进行赔偿并使其免受任何损害。

- 7.8 Supplier shall provide a root cause analysis or other information required by Hesiman in relation to any defect in the Products.

供应商应就产品中的任何缺陷提供赫斯曼要求的根本原因分析或其他信息。

- 7.9 Supplier shall ensure that it has sufficient insurance coverage to cover the Supplier's obligations and responsibilities set out herein.

供应商应确保其持有足以覆盖本条款中供应商责任义务的保险。

8. Early termination

提前终止

- 8.1 Without prejudice to any express provision for termination contained herein, the Contract may be terminated immediately by Hesiman by written notice for convenience with no additional costs other than reimbursement for work actually performed.

在不影响本条款中所含的任何明确的终止条款的前提下，赫斯曼可经书面通知，出于便利而立即终止合同，而且除补偿已实际履行的工作外，不承担任何其他费用。

- 8.2 Either party shall have the right to terminate the

Contract by written notice with immediate effect if the other party (a) is in material breach of any of its obligations under the Contract which is not remediable, or, if remediable, it has failed to remedy within thirty (30) days of written notice requiring it to do so; or (b) i) there is reasonable evidence for the terminating party to conclude that the other party is unable to comply with its obligations under the Contract or any other agreement between Supplier and a Hesiman Associated Company; or ii) the other party ceases to carry on business; or iii) the other party ceases to be able to pay its debts as they become due; or iv) any step is undertaken in bankruptcy, insolvency, winding up, debt enforcement, composition or corporate reorganization proceedings against the other party; or v) the whole or part of the other party's assets, operations or business is seized or placed under embargo or administration or execution is levied on any goods; or vi) payments by the other party are suspended under applicable insolvency protection procedures.

如果对方有如下情形，任一方均有权通过书面通知立即终止合同：(a) 严重违反其在合同项下的任何义务，且该违约行为不可补救，或者即使可补救，该方也未在收到补救要求的书面通知后的三十（30）天内进行补救；或 (b) i) 终止合同的一方有合理证据推断对方无法履行其在合同或供应商与赫斯曼关联公司间的任何其他协议项下的义务；或 ii) 对方歇业；或 iii) 对方无法偿还其到期债务；或 iv) 针对对方采取了破产、清算、停业、债务强制执行、债务和解或公司重组程序的任何行动；v) 对方的全部或部分资产、运营或业务被查封、被管制或被托管，或者任何货物被扣押；vi) 对方根据适用的破产保护程序被暂停付款。

- 8.3 Hesiman may also terminate the Contract if the legal structure or ownership of Supplier has changed in such a way as to seriously affect the result that Hesiman reasonably expects from the Contract.

如果供应商的法律结构或所有权发生了变更，从而严重影响赫斯曼对合同合理预期的结果，则赫斯曼亦可终止合同。

- 8.4 Termination or expiry of a Contract shall not extinguish any obligations of either party remaining to be performed after such termination or expiry or any provisions that by their nature or context are intended to survive termination or expiry (including without limitation all provisions relating to payment, warranties, liability, commissioning, confidentiality, restricted use of information, publicity and intellectual or industrial property rights and/or the obligation to continue to supply spare parts and governing law and dispute resolution) or any rights of either party accrued prior to termination or expiry.

合同的终止或到期不应终止任一方在该终止或到期后应继续履行的任何义务，也不终止按其性质或文意应在终止或到期后继续存续的任何规定（包括但不限于所有与付款、保证、责任、

委托、保密、信息的限制性使用、宣传和知识或工业产权和/或继续供应备件的义务，以及适用法律和争议解决有关的规定）或者一方在终止或到期之前已产生的任何权利。

9. Documents, confidential information and intellectual property rights

文件、保密信息与知识产权

- 9.1 All specifications, requirements, testing procedures and results and other technical or business information provided by any Hesiman Associated Company to Supplier used or embodied in or in connection with the Products ("Hesiman Materials") and all intellectual and industrial property rights therein shall be exclusively owned by Hesiman and constitute confidential information of Hesiman. Supplier's rights thereover take the form of a non-exclusive, non-transferable licence for the exclusive purpose of fulfilling Supplier's obligations under the Contract, subject at all times to any instructions and/or restrictions communicated to Supplier by any Hesiman Associated Company. To the extent that the Products may be protected by Intellectual Property Rights owned or controlled by Supplier, Supplier's Associated Companies or Supplier's licensors, Supplier hereby grants a non-exclusive, royalty-free, perpetual, license for Hesiman and any Hesiman Associated Company and each of their consultants, contractors, customers and end-users (a) to use, market, sell and import the Products, and (b) to integrate the Products into Hesiman's and its Associated Companies production line.

由任何赫斯曼关联公司提供给供应商的用于、体现于或有关于产品的所有规格、要求、测试程序和结果以及其他技术或业务信息（“赫斯曼材料”）以及其中的所有知识和工业产权应由赫斯曼独家所有，而且构成赫斯曼的保密信息。供应商对之享有的权利是非排他性、不可转让的许可，仅限用于履行供应商在合同项下义务之目的，并且应始终遵循任何赫斯曼关联公司向供应商传达的任何指示和/或限制。在产品可能受到供应商、供应商关联公司或供应商的许可方所拥有或控制的知识产权保护的范围，供应商特此授予赫斯曼和任何赫斯曼关联公司及其顾问、承包商、客户和最终用户一项非排他性的永久免费许可，允许其 (a) 使用、营销、销售和进口产品，以及 (b) 将产品整合入赫斯曼及其关联公司的生产线。

- 9.2 Supplier shall keep all Hesiman Materials in good condition and such material must be returned to Hesiman on demand and in any event at the date of termination or expiration of the Contract.

供应商应将所有赫斯曼材料保存在良好状态下，而且在任何情况下，应在合同终止或期满之日，将此类材料按要求归还给赫斯曼。

- 9.3 Each party retains all rights to documents provided to the other. The party receiving such documents shall not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

任一方均对提供给对方的文件保留所有权利。接收此类文件的一方不得将此类文件部分或全部地提供给任何第三方，也不得将其用于预定用途外的其他用途。

- 9.4 The receiving party shall not disclose confidential information provided by the other party under the Contract even after the termination of the Contract or use such information for any other purpose than the fulfilment of its obligations under the Contract.

即使在合同终止后，接收方也不得披露对方在合同项下提供的保密信息，也不得将此类信息用于除履行其在合同项下义务外的任何其他用途。

- 9.5 The confidentiality obligations set out in this Section 9 shall not apply to documents and information shown to be in the public domain or lawfully brought to one party's knowledge by third parties or which must reasonably be disclosed by Hesiman or its Associated Companies to its final customers.

本第9条规定的保密义务不应适用于可被证实已进入公共领域或者由第三方合法地提供给对方或者赫斯曼或其关联公司必须合理地披露给其最终客户的文件及信息。

- 9.6 Supplier will not make reference to Hesiman, the Hesiman Associated Companies, the Contract or any Hesiman Materials or confidential information or retransmit, reproduce or make them available in electronic or tangible form including but not limited to, by means of physical display, audio, print, photo, video or online media.

供应商不得以电子或有形形式（包括但不限于实物展示、音频、印刷、照片、视频或在线媒体）提及、转发、复制或提供赫斯曼、赫斯曼管理公司、合同、任何赫斯曼材料或保密信息。

- 9.7 Supplier undertakes that at the execution of the Contract it does not and during the term it shall not participate in any agreement or arrangement with any other party that could give rise to a conflict of interest for Supplier under the Contract, by way of example but without limitation in connection with its obligations in relation to confidential information of Hesiman or its Associated Companies, or its ability to devote sufficient resources to ensure the fulfillment of its obligations hereunder.

供应商承诺，在签署合同之时以及在合同有效期内，其不会与任何其他方达成可能会为供应商带来合同项下利益冲突的任何协议或安排，例如但不限于供应商就赫斯曼保密信息所承担的义务或投入充足资源以确保履行其在本条款项下之义务的能力方面的利益冲突。

- 9.8 The Supplier warrants, represents and undertakes that the Products do not infringe any intellectual property rights of any third party. If at any time it is alleged that the purchase or use of the Products infringes the rights of any third party, Supplier shall at Hesiman's option and Supplier's cost: (a) modify or replace the Products in order to avoid the infringement; or (b) procure for Hesiman (and any relevant Hesiman Associated Company) the right to continue using the Products; or (c) repurchase the

Products at the price paid by Hesiman or the relevant Hesiman Associated Company.

供应商保证、陈述并承诺，产品不侵犯任何第三方的任何知识产权。如果在任何时候，购买或使用产品涉嫌侵犯了任何第三方的权利，则供应商应根据赫斯曼的决定并自担费用采取以下行动：(a) 修改或更换产品，以便避免侵权；或者(b) 为赫斯曼（及任何相关的赫斯曼关联公司）取得继续使用产品的权利；或者(c) 按照赫斯曼或相关的赫斯曼关联公司支付的价格回购产品。

In addition Supplier will indemnify Hesiman, any Hesiman Associated Company and their customers against any and all liability, loss, damage, costs and expenses (including legal expenses) arising out of infringement or alleged infringement directly or indirectly, of any intellectual property right of any third party due to the purchase or use of the Products.

此外，对于由于购买或使用产品导致直接或间接侵犯或涉嫌侵犯任何第三方的任何知识产权而产生的任何及所有责任、损失、损害、费用及支出（包括法律费用），供应商应赔偿赫斯曼、其他赫斯曼关联公司及其客户。

10. Miscellaneous

其他

- 10.1 Supplier may not assign, transfer or subcontract any of its rights or obligations under the Contract to any third party without the prior written consent of Hesiman. If Hesiman consents, Supplier shall be responsible for the actions and omissions of any such third party. Hesiman may assign or transfer its rights and obligations under the Contract to another Hesiman Associated Company without prior notice to or consent of Supplier.

未经赫斯曼事先书面同意，供应商不得将其在合同项下的任何权利或义务让与、转让或分包给任何第三方。如赫斯曼同意，供应商应对任何该等第三方的行为或不作为负责。赫斯曼可将其在合同项下的权利和义务让与或转让给其他赫斯曼关联公司而无需事先通知供应商或取得供应商的同意。

- 10.2 No delay or failure by a party in exercising any right, claim or remedy provided by law or under the Contract shall constitute or be construed as a waiver or variation of the same or preclude its exercise at any subsequent time.

一方延迟或未行使法律或合同规定的任何权利、主张或救济不构成也不得解释为对该权利、主张或救济的放弃或变更，也不妨碍其在任何以后的时间行使该权利、主张或救济。

- 10.3 Hesiman and Supplier are independent contractors for purposes of the Contract and shall not be deemed to have any other relationship, including without limitation, that of joint venturers, partners, joint employers or principal and agent. If an employee of Supplier or its subcontractors purports to be employed by any Hesiman Associated Company or presents any claim against any Hesiman Associated Company or any of their customers, Supplier will hold all Hesiman Associated Companies harmless

from and against any loss, damage, cost or expense suffered as a result thereof.

为合同之目的，赫斯曼和供应商是独立缔约方，不应视作存在任何其他关系，包括但不限于合资方、合伙人、共同雇主或委托人与代理人的关系。如果供应商或其分包商的员工声称受雇于任何赫斯曼关联公司或者对任何赫斯曼关联公司或其任何客户提出任何索赔，则供应商应负责使所有赫斯曼关联公司免遭由此发生的任何损失、损害、费用或支出。

- 10.4 If any provision of the Contract is held to be invalid or unenforceable, in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

如果合同任何规定被认定为全部或部分无效或无法强制执行，则合同其他规定以及所涉规定其余部分的效力不应受到影响。

- 10.5 No alteration or amendment to the Contract shall be valid unless such alteration or amendment is reduced to writing and signed by the parties signing the Contract.

对合同的任何变动或修改若非付之书面形式并经合同各方签署均属无效。

- 10.6 Without limiting the validity of any Secrecy or Confidentiality Agreement between the Parties, the Contract constitutes the entire agreement between the parties relating to its subject matter and supersedes all previous communications, representations, or agreements, whether oral or written, including any statements made by any Hesiman representative or appearing in any printed material, which are not also stated in the Contract.

在不限制双方之间任何保密协议效力的前提下，合同构成双方间就合同标的事项达成的全部协议，并取代所有先前的口头或书面的交流、保证或协议，包括由任何赫斯曼代表作出或出现在任何印刷材料上但是并未在合同中提及的声明。

- 10.7 Each party shall comply with the obligations that apply to it under applicable data protection laws.

各方应遵守适用的数据保护法律下对其适用的义务。

- 10.8 Unless otherwise agreed between the parties in writing, the Contract and all orders are subject to the substantive laws of the People's Republic of China, and the courts of China where Hesiman purchasing entity resides shall, have jurisdiction over any dispute concerning the Contract or its existence, validity or termination or relating to any non-contractual or other obligation arising out of or in connection with the Contract.

除非双方另有书面约定，合同 and 所有订单均受中华人民共和国实体法管辖，且赫斯曼采购实体所在地的中国法院对关于合同或其存在、有效性或终止的任何争议或因合同产生或与之有关的任何非合同或其他义务相关的任何争议均具有管辖权。