



INVIBIO CONFIDENTIAL

CONDITIONS OF PURCHASE

采购条款

(December 2024 Edition)

1. 2024年12月版(DEFINITIONS) - In these conditions:

定义——在本条款中:

"Contract" means the contract formed between INVIBIO and the Seller for the purchase and sale of the Goods and/or any Services, incorporating these conditions;

"合同"指由英威宝与卖方就货物和/或任何服务的购买和销售达成的、将本条款包含在其中的合同;

"Deliverables" means all Documents, products and materials developed by the Seller or its agents, sub-contractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts);

"交付物"指卖方或其代理人、分包商、顾问和员工就服务编制和开发的、采用任何形式(包括计算机程序、数据、报告和说明书,包括草稿)的所有文件、产品和材料;

"Document" means, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

"文件"除任何书面文件以外,指任何图纸、地图、计划、图表、设计、图片、或其他以任何形式包含信息的图像、磁带、磁盘或其他装置或记录;

"Free Issue Materials" means any materials made available to the Seller by INVIBIO free of charge for incorporation by the Seller into the Goods to be supplied to INVIBIO;

"免费提供的材料"指由英威宝向卖方免费提供的、供卖方合并到待提供英威宝的货物中的任何材料;

"Goods" means the goods and/or materials as ordered by INVIBIO from the Seller hereunder, and/or any of them (as described in any Specification);

"货物"指英威宝依照本条款向卖方订购的货物和/或材料,和/或其中的任何货物和/或材料(具体描述见任何规格);

"Group" means, in relation to a party, its parent and subsidiary companies and subsidiary companies of its parent;

"集团"就某一方面而言,指其母公司及子公司以及其母公司的子公司;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"知识产权"指专利权、实用新型权、发明权、版权及邻接权和相关权利、精神权利、商标权和服务标记权、商业名称和域名权、装饰和商业外观权、商誉及就假冒或不公平竞争起诉的权利、设计权、计算机软件权、数据库权、使用保密信息(包括专有技术和商业秘密)和对保密信息(包括专有技术和商业秘密)保密的权利以及所有其他知识产权,在每种情况下无论是否已注册,且包括对上述权利以及现在或将来存在于全球任何国家/地区的所有类似或同等的权利或保护形式的所有申请,以及对其进行申请、被授予、续期或延期的权利,以及要求其优先权的权利;

"Purchase Order" means a written instruction from INVIBIO detailing the Goods and/or Services to be delivered or provided on a specified date; and

"采购订单"指英威宝发出的、详细描述将在指定日期交付或提供的货物和/或服务的书面指示;

"Seller" means the person, firm or company to whom the Purchase Order is addressed and who is to supply or procure the supply of the Goods and/or Services;

"卖方"指作为采购订单接收人的、将供应或促使他人供应货物和/或服务的人、商行或公司;

"Services" means the work and/or services as ordered by INVIBIO from the Seller hereunder, and/or any of them;

"服务"指英威宝根据本条款向卖方订购的工作和/或服务,和/或其中的任何工作或服务;

"Specification" means the drawings, raw material specifications, notes, documents, technical details and other such information describing the Goods and/or Services; and

"规格"指图纸、原材料规格、说明、文件、技术细节及其他描述货物和/或服务的信息;及

"INVIBIO" means Invibio (Beijing) Trading Co, Ltd. a company registered in China whose principal place of business is at Room 12, 11F China World Office 1, 1 Jianguomenwai Avenue, Beijing, China.

"英威宝"指英威宝(北京)贸易有限公司,其注册办公地址位于北京市朝阳区建国门外大街1号(一期)16幢11层12室。

2. ACCEPTANCE

接受

(a) This Purchase Order constitutes an offer on INVIBIO's part to purchase the Goods and/or Services at the prices stated in the Purchase Order and upon these conditions.

本采购订单构成英威宝以采购订单中所述的价格并依照本条款购买货物和/或服务的一项要约。

(b) This Purchase Order shall be deemed accepted on the earlier of: (i) the Seller issuing a written acceptance of the Purchase Order; or (ii) the Seller doing any act consistent with fulfilling the Purchase Order, at which time the Contract shall come into effect.

本采购订单应被视为在以下事件发生较早之日被接受:(i)卖方发出对采购订单的书面接受;或(ii)卖方从事任何与履行采购订单相一致的行为,届时合同应生效。

(c) The Seller hereby acknowledges that acceptance of INVIBIO's Purchase Order implies acceptance of these conditions which shall override any terms and conditions attached to the supply of the Goods and/or Services by the Seller, and no addition to or variations of these conditions shall be made (and if made shall not be valid) unless agreed in writing by INVIBIO.

卖方特此确认,对英威宝采购订单的接受意味着对本条款的接受,本条款应推翻卖方就货物和/或服务提供所附加的任何条款和条件,且非经英威宝书面同意,不得对本条款进行补充或变更。

3. DELIVERY

交付

(a) Goods shall be delivered and/or Services shall be provided and completed on the date or during the period specified in the Purchase Order or if no date is specified, within a reasonable period provided that INVIBIO shall be under no obligation to accept delivery/provision before the specified date, but reserves the right to do so. The Seller shall give reasonable notice of the proposed time and date of actual delivery/provision.

应在采购订单中指定的日期或期间内,或如果未指定日期,在合理期间内,交付货物和/或提供和完成服务,但英威宝不负有在指定日期前接受交付/提供的义务,但保留如是行使的权利。卖方应合理通知拟议的实际交付/提供时间和日期。

(b) All Goods must be delivered to and Services provided at the delivery address(es) specified in the Purchase Order and if not specified, at such address as INVIBIO shall specify in due course. INVIBIO may refuse delivery of Goods or acceptance of the Services not so delivered/supplied, or may at its option arrange for delivery or provision to the address at the expense and risk of the Seller. All Goods shall be delivered free of charge unless otherwise agreed in writing by INVIBIO.

必须在采购订单指定的交付地址,如未指明地址,在英威宝及时指明的地址,交付所有货物和提供服务。英威宝可拒绝接收未如是交付的货物或拒绝接受未如是提供的服务,或可自行选择安排向该地址进行交付或提供,相关费用和风险由卖方承担。除非英威宝另行书面同意,所有货物应免费交付。

4. SPECIFICATION



INVIBIO CONFIDENTIAL

规格

- (a) All Goods and Services will conform to their relevant Specification. The method of manufacture of the Goods and/or raw materials used in the Goods must be in accordance with the Specification and shall not be changed without prior authorisation in writing by INVIBIO.

所有货物和服务应符合其相关规格。货物和/或货物中使用的原材料的制造方法必须符合规格，并且未经英威宝事先书面授权，不得予以更改。

- (b) Any proposed changes to a Specification, or the method of manufacture of the Goods and/or the raw materials used in the Goods, must be notified to INVIBIO when acknowledging the Purchase Order and agreed in writing by INVIBIO.

任何拟对规格、或货物和/或货物中使用的原材料的制造方法进行的变更，必须在确认采购订单时通知英威宝，并由英威宝作出书面同意。

5. REJECTION

拒收

- (a) In the case of Goods delivered by the Seller not conforming to the Contract (including any Specification) in any respect or being unfit for the purpose for which they are intended to be used INVIBIO shall have the right to reject them. The making of payment shall not prejudice INVIBIO' rights under this clause.

如卖方交付的货物在任何方面不符合合同（包括任何规格）或不适于其预期用途，英威宝有权拒收该等货物。款项的支付不应影响英威宝在本条款下的权利。

- (b) Where Goods are so rejected such Goods shall after notice thereof to the Seller be held by INVIBIO and returned to the Seller by INVIBIO at the Seller's sole risk and expense or, at INVIBIO' option, the Seller shall collect the same. In this event INVIBIO shall be at liberty to terminate the Contract forthwith, without prejudice to any other rights and remedies of INVIBIO under the Contract or otherwise howsoever, and to supply itself elsewhere with goods or materials similar to those in respect of which default has been made and the Seller will indemnify INVIBIO against any loss INVIBIO may sustain by reason of such default.

货物被如是拒收的，该等货物应在向卖方发出相关通知后，由英威宝持有并由英威宝退还给卖方，相关风险和费用由卖方独自承担，或经英威宝自行选择，卖方自行收取该等货物。在此情况下，英威宝可自行选择立即终止合同，而不影响英威宝在合同或其他项下享有的任何其他权利和救济，并可从别处采购与违约货物或材料相类似的货物或材料，而且卖方应赔偿英威宝因该等违约遭受的任何损失。

6. PRICE

价格

INVIBIO shall pay to the Seller in the manner laid down in the Purchase Order the agreed purchase price which is calculated in accordance with or is recorded in the Purchase Order and which shall unless otherwise agreed in writing by INVIBIO be and remain firm.

英威宝应以采购订单中规定的方式向卖方支付约定的购买价格，该购买价格应依照采购订单计算或载明于采购订单中，除非英威宝另行书面同意，该购买价格应保持不变。

7. TERMS OF PAYMENT

支付条款

- (a) Unless otherwise stated in the Purchase Order or agreed in writing by INVIBIO INVIBIO beforehand and subject to the prompt receipt of a valid invoice for the Goods or Services, payment will be made within 60 days from receipt of such valid invoice.

除非采购订单中另有说明或英威宝事先书面同意，并在及时收到商品或服务的有效发票后，将在收到该有效发票后 60 天内付款。

- (b) INVIBIO reserves the right to deduct from any moneys due or becoming due to the Seller any moneys due from the Seller to INVIBIO in connection with the Goods or Services supplied to the INVIBIO.

英威宝有权从现在或将来应付给卖方的任何款项中扣除卖方就提供给英威宝的货物或服务应付给英威宝的任何款项。

8. INCOTERMS

《国际贸易术语解释通则》

The latest edition of Incoterms (currently Incoterms 2020) shall apply to all purchases from overseas and the relevant Incoterm shall be the one referred to in the Purchase Order. Where there is any conflict between the Purchase Order and these conditions and the Incoterms, the Purchase Order and these conditions shall prevail.

最新一版的《国际贸易术语解释通则》（目前是《2010 年国际贸易术语解释通则》）应适用于所有境外采购，且相关《国际贸易术语解释通则》应为采购订单中所指的《国际贸易术语解释通则》。采购订单和本条款与《国际贸易术语解释通则》发生任何冲突的，应以采购订单和本条款为准。

9. CANCELLATION

取消

INVIBIO may cancel the Contract at any time subject to a minimum of seven days' written notice and INVIBIO shall pay the Seller such a sum proportionate to work performed prior to cancellation which directly relates to the cancelled Contract.

英威宝可至少提前七日发出书面通知在任何时候取消合同，且英威宝应按取消前已执行的与已取消合同直接有关的工作所占的比例，向卖方支付一笔金额。

10. SELLER'S DEFAULT OR INSOLVENCY

卖方违约或资不抵债

- (a) If the Seller commits a breach of contract which is irremediable, or where the breach is capable of remedy fails within ten days of notice by INVIBIO to rectify the breach, INVIBIO may, without prejudice to any other of its rights terminate the Contract by notice in writing.

如果卖方违约且不能纠正，或违约能够纠正但在英威宝发出通知要求纠正违约后十日内未予纠正的，英威宝可发出书面通知终止合同，而不影响其享有的任何其他权利。

- (b) If any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Seller or if the Seller makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the seller) or becomes insolvent or bankrupt or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Seller or if the seller ceases or threatens to cease to carry on business or if the financial position of the Seller deteriorates to such an extent that in the reasonable opinion of INVIBIO the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy, INVIBIO shall be entitled, without prejudice to any other of its rights, to terminate and/or enforce the Contract forthwith by written notice to the Seller without liability to the Seller of any kind. In such event it shall be lawful for INVIBIO to enter the premises where the Goods or other materials are situated and take possession of the Goods and any other materials the property in which has passed to or is vested in INVIBIO.

如果任何负担权益人占有卖方的任何财产或资产，或卖方的任何财产或资产被指定接管人、管理接管人或类似官员，或如果卖方与其债权人做出任何自愿安排，或受管理令约束，或被指定破产管理人，或进入清算，或已通过停业清理决议（但不涉及资不抵债情形的合并或重组之目的除外，在此情形下存续实体同意受施加于卖方的义务约束或承担施加于卖方的义务），或变得资不抵债或破产或卖方发生任何司法管辖区之法律项下与任何该等事件相类似的事件，或如果卖方停止或似将停止开展业务，或如果卖方的财务状况发生恶化，以致于英威宝合理认为卖方充分履行其在合同项下义务的能力已受到危及，则英威宝有权向卖方发出书面通知，立即终止和/或执行合同，而不向卖方承担任何种类的责任，而且不影响英威宝享有的任何其他权利。在此情况下，英威宝进入货物或其他材料所在的场地及占有财产权已转移至英威宝或归属于英威宝的货物及任何其他材料的行为是合法的。

11. FORCE MAJEURE

不可抗力

- (a) Subject to its compliance with clause 11(b), no party shall be liable for any failure to fulfil any term or condition of the Contract to the extent that fulfilment has been delayed, hindered or prevented by



INVIBIO CONFIDENTIAL

event of force majeure, which are beyond the control of the parties, and which are unforeseeable or, if foreseen, are unavoidable, including but not limited to any Act of God, strike, lock out or other industrial dispute involving the workforce of a third party (other than any group company or sub-contractor of the Seller), compliance with requirements of any government or international authority, or by any other circumstances beyond its reasonable control.

以双方遵守第 11(b)条规定为前提, 如任何一方因不可抗力事件或因任何其他超出其合理控制范围的情形延迟履行、被阻碍履行或无法履行合同的任何条款或条件, 任何一方均无须对此承担责任。该等不可抗力事件是指超过双方控制范围的、不可预见的、或如果可以预见但无法避免的事件, 包括但不限于任何天灾、罢工、停工或其他涉及(除卖方的任何集团公司或分包商以外的) 第三方员工的劳资纠纷、遵守任何政府机构或国际机构的要求。

- (b) Promptly following the date any event of force majeure commences, the party concerned shall use reasonable endeavours to mitigate the effects of the event of force majeure (including without limitation by employing reasonable business continuity procedures) and advise the other party in writing of the date and the nature of the event. Upon receipt of such notification the operation of the Contract shall be suspended until the event of the force majeure ceases.

在任何不可抗力事件发生之日后, 相关方应立即尽合理努力减轻不可抗力事件的影响(包括但不限于采用合理的业务连续性程序)并书面告知另一方事件发生日期和性质。收到该等通知后, 应中止履行合同, 直至不可抗力事件消除时止。

12. PROPERTY AND RISK

财产权和风险

Subject only to clause 13 (Free Issue Materials), and to the extent permitted by applicable laws, property and risk in Goods supplied under the Contract shall remain with the Seller until they are delivered to and signed for as accepted by INVIBIO provided that if the Goods are subsequently rejected by INVIBIO for any reason whatsoever and whether or not INVIBIO is entitled to do so in accordance with the terms herein property and risk in the Goods shall revert to the Seller.

仅受限于第 13 条(免费提供的材料), 并且在适用法律允许的范围内, 在根据合同提供的货物被交付给英威宝并由英威宝签收之前, 其财产权和风险应属于卖方; 但是, 如果因任何原因货物后续被英威宝拒收, 无论英威宝是否有权根据本条款中的条款如是行事, 货物的财产权和风险均应转回卖方。

13. FREE ISSUE MATERIALS

免费提供的材料

Where INVIBIO provides Free Issue Materials to the Seller they shall remain the property of INVIBIO but shall be at the risk of the Seller during the period they remain in the Seller's possession. Seller shall maintain all such Free Issue Materials in good order and condition and shall use them economically and solely in accordance with the Contract. Surplus Free Issue Materials shall be disposed of at INVIBIO's direction. Waste or loss of Free Issue Materials shall be made good at the Seller's expense.

英威宝向卖方提供免费提供的材料的, 该等免费提供的材料仍应为英威宝的财产, 但在其由卖方占有的期间内由卖方承担风险。卖方应保持所有该等免费提供的材料处于良好的情况和状态, 并应节约且仅根据合同规定加以使用。剩余的免费提供的材料应由英威宝自行酌定进行处置。卖方应自付费用对免费提供的材料的浪费或损失进行赔偿。

14. PACKAGING

包装

- (a) All Goods must be packed by or on behalf of the Seller securely so as to be delivered to INVIBIO in perfect condition and in the event that the Goods are not delivered in perfect condition it shall be deemed that the Goods were not packed in accordance with this provision.

所有货物必须由卖方或卖方代表安全包装, 以将其完好无损地交付给英威宝, 若货物未完好无损地交付, 应视为货物未根据本条规定进行包装。

- (b) Packaging shall be clearly marked with any appropriate instalment number and shall be in accordance with any requirements specified from time to time by INVIBIO, and all Goods and materials supplied will carry such information as specified by INVIBIO. Packages containing Goods supplied against our drawings, part numbers or catalogues must be marked with the appropriate reference or as otherwise directed by INVIBIO.

包装应清晰标记任何适当的批次编号, 并应遵守英威宝不时规定的任何要求, 且所有提供的货物和材料应载明英威宝规定的信息。比照我司的图纸、零件编号或目录提供的货物的包装必须标记适当的编号或依照英威宝另行指示作标记。

15. HAZARDOUS GOODS & DANGEROUS SUBSTANCES

危险货物和危险物质

- (a) All hazardous Goods must be marked by Seller with international danger symbol(s) and display name of material in English. Transport and other documents must include declaration of hazard and name of material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. SELLER'S ATTENTION is drawn to all national and international agreements relating to the packing, labelling and carriage of hazardous Goods, and the Seller must comply with all statutory or other applicable regulations and observe all codes of practice which are applicable.

所有危险货物必须由卖方标记国际危险性符号并以英文展示材料名称。运输和其他文件必须包含英文危险声明和材料名称。货物必须以书面指示、标签或标记的形式随附英文紧急信息。特提请**卖方注意**所有与危险货物包装、加标和运输有关的国家和国际协定, 且卖方必须遵守所有法定的或其他适用的法规, 并遵守所有适用的执业守则。

- (b) As soon as possible following the acceptance of a Purchase Order the Seller shall supply any information and instructions which may be required and in particular regarding any potential hazards known or believed to exist to ensure that Goods supplied are transported, handled, stored and used correctly and in a manner likely to avoid any danger to the health or safety of INVIBIO' employees or any other persons on INVIBIO' premises or those of its sub-contractors to whom delivery is made.

在接受采购订单后, 卖方应尽快提供可能要求的、且特别是与已知或被认为存在的任何潜在危害有关的任何信息和指示, 以确保所提供的货物被正确地运输、搬运、存放和使用, 且所采用的方式应尽可能避免危害到英威宝员工或任何其他位于英威宝场地的人士、或收取货物的英威宝分包商之健康或安全。

16. SELLER'S WARRANTIES

卖方保证

The Seller undertakes and warrants that:

卖方承诺和保证:

- (a) Goods supplied to INVIBIO shall be manufactured, and (where applicable) packaged, with competence and due care, be of satisfactory quality and fit for the purposes for which they are required by INVIBIO and shall comply in every respect with all relevant Specifications and applicable statute, statutory order, directive or regulation or relevant standards(or equivalent required expressly by INVIBIO) in force at the time of delivery;

提供给英威宝的货物应在胜任的情况下及以应有的谨慎制造和(在适用情况下)包装, 质量令人满意并适于英威宝要求的用途, 而且应在每一方面符合在交付时有效的、所有相关规格和适用的成文法、法定指令、指令或法规或相关标准(或英威宝明确要求的同等文件);

- (b) all action required to minimise and eliminate any risk to health and safety resulting from use of the Goods for the purpose for which they are designed has been carried out and that any information which is relevant, in any way whatsoever, to risks to health or safety will be brought to the attention of INVIBIO in writing upon acceptance of the Purchase Order. INVIBIO has the right to demand and receive proof that the above undertakings have been carried out;

为尽量减少和消除因出于货物设计用途而使用货物所产生的任何健康和安全风险所需采取的所有行动均已实施, 而且以任何方式与健康或安全风险有关的任何信息均应在接受采购订单后以书面形式提请英威宝注意。英威宝有权要求和接收表明上述承诺均已履行的证明;

- (c) it has disclosed any circumstances known to the Seller which would reduce the lifespan of the Goods and, furthermore, hereby undertakes to inform INVIBIO in writing of any such information that should at any time in the future come to the Seller's attention (with such disclosure to be without prejudice to any rights or remedies INVIBIO may have in respect of the relevant Goods);

其已披露卖方获知的可能缩短货物预期使用期限的情形, 而且特此承诺, 若将来任何时候卖方注意到任何该等信息, 将书面告知规格



INVIBIO CONFIDENTIAL

斯（且该等披露不会影响英威宝就相关货物享有的任何权利或救济）；

- (d) all Goods and Services shall be supplied in accordance with all then applicable legislation and/or standards, including all provisions relating to health and safety, employment and noise emission, and the Seller shall provide all certificates reasonably requested by INVIBIO to evidence the Seller's compliance with such applicable legislation;

所有货物和服务应依照所有届时适用的法律和/或标准提供，包括所有与健康和安全、雇佣和噪音排放有关的规定，且卖方应提供英威宝合理要求的所有证书，以证明卖方遵守该等适用法律；

- (e) all Services supplied to INVIBIO will be supplied with competence and due care and skill by suitable, qualified and experienced personnel in accordance with INVIBIO instructions for the provision of such Services and will comply in every respect with all Specifications (whether provided or specified by INVIBIO to the Seller);

所有提供给英威宝的服务均应由适当的、合格的且有经验的人员，根据英威宝有关该等服务提供的指示，在胜任的情况下及以应有的谨慎和技能予以提供，并且应在各方面符合所有规格（无论该等规格是否由英威宝向卖方提供或规定）；

- (f) during the term of provision of Goods and/or Services to INVIBIO the Seller shall carry insurance cover in such amount and in respect of the Seller's obligations under the Contract and such risks as INVIBIO shall require from time to time, including (without prejudice to the generality of the foregoing) Product Liability and Public Liability insurances (or similar) in respect of all employees, agents and sub-contractors of the Seller as shall be on INVIBIO premises at any time for, or in connection with, the provision of the Services; and

在向英威宝提供货物和/或服务期间，卖方应以英威宝不时要求的金额和险种，就卖方在合同项下的义务购买保险，包括（在不影响前述规定之一般适用性的情况下）与就或涉及服务的提供、在任何时候位于英威宝场地的卖方所有员工、代理人 and 分包商有关的产品责任险和公众责任险（或类似保险）；及

- (g) the Seller will bring to the attention of all employees, agents sub-contractors and representatives of the Seller as shall be involved in any way in the provision of Services to INVIBIO, the requirement of INVIBIO health and safety requirements and contractors on-site requirements and the Seller shall be responsible for ensuring that such requirements are duly observed by all such employees, agents, sub-contractors and representatives of the Seller.

卖方应提请以任何方式参与向英威宝提供服务的卖方的所有员工、代理人、分包商和代表注意英威宝健康和安要求以及分包商现场要求，而且卖方应负责确保卖方的所有该等员工、代理人、分包商和代表适当遵守该等要求。

17. REMEDIES

救济

Without prejudice to any other remedies it may have under the Contract or otherwise, if the Seller does not provide the Goods and/or Services in accordance with these conditions INVIBIO may:

在不影响卖方在合同或其他项下享有的任何其他救济的情况下，如果卖方未根据本条款提供货物和/或服务，英威宝可：

- (a) terminate the Contract with immediate effect if the Seller fails within ten days of notice by INVIBIO to rectify the breach;

立即终止合同，如果卖方在英威宝通知卖方纠正违约后十日内未能纠正违约；

- (b) refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Seller attempts to make;

拒绝接受卖方后续试图提供的服务和/或试图交付的货物；

- (c) recover from the Seller any costs incurred by INVIBIO in obtaining substitute goods and/or services from a third party;

向卖方追偿英威宝在从第三方处获得替代货物和/或服务时发生的任何成本；

- (d) require the Seller to re-perform the relevant Services;

要求卖方重新提供相关服务；

- (e) where INVIBIO has paid in advance for Services that have not been provided by the Seller and/or Goods which have not been delivered by the Seller, to have such sums refunded by the Seller; and/or

英威宝已预付服务价款和/或货物价款，但卖方尚未提供该等服务和/或交付该等货物的，英威宝可要求卖方退还该等款项；和/或

- (f) claim damages for any additional costs, loss or expenses incurred by INVIBIO which are in any way attributable to the Seller's failure to meet such dates.

要求赔偿以任何方式因卖方未能符合规定的日期而使英威宝产生的任何额外成本、损失或费用。

18. INDEMNITIES

赔偿承诺

- (a) The Seller will indemnify and shall keep INVIBIO fully indemnified in respect of any and all damages, costs, claims, liabilities, expenses, losses (including consequential loss) and demands incurred by INVIBIO, directly or indirectly as a result of the Seller's breach of any of the warranties and undertakings contained in Clause 16 above, or any other warranties and conditions in respect of the Goods and/or Services (as the case may be), whether express or implied, by statute or otherwise, including, without limitation, any product liability claims if the defect giving rise to the claim has been caused by the Seller or any of the Seller's suppliers.

对于英威宝直接或间接因卖方违反上文第 16 条所载的任何保证和承诺或与货物和/或服务有关的任何其他保证和条件（视情况而定），不论明示的或默示的、法定的或其他的，包括但不限于任何产品责任索赔（如引起该索赔的缺陷系因卖方或其任何供应商所导致）所发生的任何及所有损害、成本、索赔、责任、费用、损失（包括后果性损失）和要求，卖方应向英威宝作出全额赔偿。

- (b) Without prejudice to the foregoing, in the event of any employee of INVIBIO or any other person on INVIBIO premises being injured or otherwise suffering loss through any default or negligence on the Seller's part (including without prejudice to the generality of the foregoing any failure by the Seller or the Seller's agents, employees or sub-contractors to comply with any provision of applicable laws in connection with health and safety at work) or any regulations or code of practice thereunder) the Seller will indemnify INVIBIO in respect of any action, civil or criminal, which may result.

在不损害上述规定的前提下，如英威宝的任何员工或位于英威宝场所内的任何其他人员因卖方的任何不履行或过失（在不损害上述规定的一般效力的前提下，包括卖方或卖方的代理人、员工或分包商未遵守与健康和工作安全有关的适用法律或依据其颁布的任何法规或行为准则的任何规定）而受到伤害或遭受其他损失，卖方应就可能因此引发的任何民事或刑事诉讼向英威宝作出赔偿。

- (c) The Seller shall fully indemnify INVIBIO against any and all actions, costs, claims, liabilities, demands and expenses arising from or incurred by reason of any infringement of any third party patent, registered design, trade mark, copyright or other industrial or commercial rights of a similar nature, by the use or sale of any goods or materials or Services supplied by the Seller (including Goods and Services) but this indemnity shall not apply to Goods made to INVIBIO design or where the infringement results from the making up of goods or materials by INVIBIO.

对于因使用或销售卖方供应的任何货物或材料或服务（包括货物和服务）侵犯了任何第三方的专利、注册设计、商标、著作权或类似性质的其他工业权利或商业权利所引起的或因其发生的任何及所有诉讼、成本、索赔、责任、要求和费用，卖方应向英威宝作出全额赔偿，但本赔偿承诺不适用于根据英威宝的设计制造的货物或侵权系因组装英威宝提供的货物或材料引起的情况。

- (d) The Seller will indemnify INVIBIO against all loss, damage, costs, claims and expenses arising from any negligent acts and/or omissions of the Seller's employees, agents, sub-contractors or representatives (save to the extent that such loss, damage, costs, claims or expenses arise from negligent acts and/or omissions of INVIBIO employees, agents, sub-contractors and representatives).

对于卖方的员工、代理人、分包商或代表的任何疏忽的作为或不作为引起的所有损失、损害、成本、索赔和费用，卖方将向英威宝作出赔偿（但该等损失、损害、成本、索赔和费用因英威宝的员工、代理人、分包商或代表的任何疏忽的作为或不作为引起的除外）。

- (e) The Seller undertakes to insure itself against any and all liability under the Contract and INVIBIO has the right to demand proof in writing that this insurance requirement has been complied with. All



INVIBIO CONFIDENTIAL

monies received by the Seller under this clause are to be held in trust for INVIBIO.

卖方承诺针对其在合同项下的任何及所有责任为其自身投保，并且英威宝有权要求卖方以书面形式证明其已遵守本保险要求。卖方在本条款下收到的所有款项均以信托形式为英威宝持有。

19. INVIBIO'S RIGHT IN MATERIALS

英威宝就材料享有的权利

- (a) Any samples, prototypes, Free Issue Materials, specifications, plans, process know-how, drawings, patterns, design formulae or any written instructions or confidential information supplied by INVIBIO (or a customer of INVIBIO) or produced by the Seller in connection with the Contract shall remain the property of INVIBIO (or where relevant the customer of INVIBIO) and must be returned to INVIBIO on fulfilment of the Contract at the expense of the Seller. Any such information and information derived therefrom or otherwise communicated to the Seller in connection with the Contract shall not, without the written consent of INVIBIO, be used for the supply of Goods to any third party, or copied, published or disclosed to any third party except for the purpose of carrying out the Contract.

与合同有关而由英威宝（或英威宝的客户）提供的或由卖方制作的任何样品、原型、免费提供的材料、规范、计划、流程、专有技术、图纸、图样、设计公式或任何书面指示或保密信息仍属于英威宝（或英威宝的客户，视情况而定）的财产，并且在合同履行完毕时必须返还给英威宝，费用由卖方承担。未经英威宝书面同意，上述任何信息以及产生于该等信息或以其他方式告知卖方的与合同有关的信息不得用于向任何第三方供应货物，亦不得复制、公布或披露给任何第三方，但为履行合同之目的进行的除外。

- (b) The Seller shall keep in good condition the information and matters referred to in this clause and shall provide for insurance of the property at its full value to the INVIBIO. The Seller shall provide proof of compliance with this insurance requirement on demand.

卖方应使本条提及的信息和事项保持良好状态，并按财产的全部价值向英威宝提供保险。卖方应在英威宝提出要求后提供其遵守本保险要求的证明。

20. CONFIDENTIALITY

保密

Each party agrees that all information received from the other party under the Contract, including the nature of the Goods and/or Services to be provided by the Seller and the existence of any Contract shall be maintained in confidence and not disclosed to others, and the receiving party agrees not to use such information for any purpose other than the fulfilment of a Contract without the prior written consent of the other party. Each party shall use the same standard of care to protect the confidentiality of information received from the other party as it uses to protect its own confidential information, and shall limit disclosure of such information to those of its personnel and consultants who have an actual need to know and have a written obligation to protect the confidentiality of such information Seller shall expressly not, without the prior written consent of INVIBIO, advertise, or make public in any way, any business association between Seller and INVIBIO arising from the provision of Goods and/or Services to INVIBIO, or the existence of any Contract, and the nature of any Goods and/or Services provided to INVIBIO.

每一方同意，其应对其在合同项下从另一方收到的任何信息保密，包括卖方将提供的货物和/或服务的性质及任何合同的存在，并且不得向其他方披露该等信息。接收方同意，未经另一方事先书面同意，其不得为履行合同以外的任何目的使用该等信息。每一方在保护其从另一方收到的信息的保密性时应使用与其保护自身保密信息相同的审慎标准，并且应将该等信息的披露范围限制在实际需要了解该等信息并且承担保护该等信息的保密性的书面义务的该方的员工和顾问。未经英威宝事先书面同意，卖方明确不得宣传或以任何方式公开卖方与英威宝因卖方向英威宝提供货物和/或服务产生的业务联系，或任何合同的存在以及向英威宝提供的任何货物和/或服务的性质。

21. ANTI-BRIBERY

反贿赂

- (a) Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in any jurisdiction relevant to the parties and the supply of the Goods and/Services ("Applicable Bribery Law"). No party shall place the other in breach of the Applicable Bribery Law.

每一方应遵守任何司法管辖区内与双方及货物和/或服务的供应有关且涉及反贿赂和反腐败的所有适用的法律、成文法、法规和法典

（“适用的反贿赂法律”）。任何一方均不得使另一方违反适用的反贿赂法律。

- (b) Each party shall maintain in place throughout the term of the Contract its own adequate policies and procedures to ensure compliance with the Applicable Bribery Law, and will enforce them where appropriate. Where requested, both parties shall promptly answer reasonable enquiries relating to those policies and procedures.

在合同期限内，每一方应为确保遵守适用的反贿赂法律自行维持充分的政策和程序，并将适当时执行该等政策和程序。双方应在收到要求后立即回答与该等政策和程序有关的合理询问。

- (c) The Seller shall promptly report to INVIBIO any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of the Contract.

如卖方收到与合同履行有关的、对任何种类的不适当的财务或其他优惠的请求或要求，卖方应立即向英威宝报告。

- (d) The Seller shall ensure that any of its personnel who perform Services or provide goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in this clause ("Applicable Bribery Terms"). The Seller shall be responsible for the observance and performance by its personnel of the Applicable Bribery Terms, and shall be directly liable to INVIBIO for any breach by such persons of any of the Applicable Bribery Terms.

卖方应确保就合同履行服务或提供货物的任何卖方员工仅基于向该等人士施加并从该等人士获得与本条向卖方施加的条款相等的条款（“适用的反贿赂条款”）的书面合同采取该等行动。卖方应对其员工遵守及履行适用的反贿赂条款负责，并就该等人士违反任何适用的反贿赂条款直接对英威宝承担责任。

- (e) Breach of this clause shall be deemed a material breach and not capable of remedy.

违反本条规定应被视为无法补救的重大违约。

- (f) In order to determine the Seller's compliance with this clause, INVIBIO shall have the right to inspect the Seller's records such as travel and entertainment expenses and other disbursements incurred on behalf of INVIBIO or in the course of providing the Goods and/or Services.

为确定卖方是否遵守本条的规定，英威宝有权检查卖方的记录，例如代表英威宝发生的或在提供货物和/或服务的过程中发生的差旅和接待费用及其他支出。

- (g) The Seller is aware of INVIBIO's Code of Conduct and agrees that it will observe the terms thereof.

卖方知悉英威宝的行为准则，并同意遵守该行为准则的条款。

22. LICENCES AND CONSENTS

许可和同意

If a licence or consent of any third party (including without limitation any governmental or other authority) is required in connection with the Seller supplying the Goods and/or the Services, the Seller shall obtain the licence or consent at its own expense and produce evidence of it to INVIBIO on demand.

如卖方供应货物和/或服务需要取得任何第三方（包括但不限于任何政府机构或其他机构）的许可或同意，卖方应自费取得该等许可或同意，并在英威宝提出要求后提供相关证明。

23. DATA PROTECTION

数据保护

- (a) To the extent that the Seller gets access to any personal data from INVIBIO or during the supply of the Goods and/or Services, the Seller will process such personal data only in accordance with the Contract and INVIBIO's instructions and will ensure that it has taken steps to ensure the reliability of those of its employees who are used to process such personal data.



INVIBIO CONFIDENTIAL

如卖方从英威宝或在供应货物和/或服务期间取得任何个人数据的访问权限，卖方将仅根据合同与英威宝的指示处理该等个人数据，并将确保其已采取措施确保处理该等个人数据所使用的卖方员工的可靠性。

- (b) The Seller warrants that it has appropriate technical and organisational processes and procedures in place to safeguard against any unauthorised or unlawful processing and against accidental loss or destruction of, or damage to the personal data.

卖方保证，其设有适当的技术与组织流程和程序，以保护个人数据免受任何未经授权或不合法的处理以及意外的丢失、损毁或损坏。

24. EXPORT CONTROLS

出口管制

- (a) Notwithstanding anything to the contrary herein, nothing in the Contract is intended, and nothing herein should be interpreted or construed, to induce or require either party to act or refrain from acting (or agreeing to act or refrain from acting) in any manner which is inconsistent with, penalised or prohibited under any applicable laws, regulations or decrees or other mandatory official government requirements (as may be amended from time to time) applicable to such party which relate to foreign trade controls, export controls, embargoes or international boycotts of any type.

尽管本条款有任何相反的规定，合同的任何规定均非旨在且本条款的任何规定均不得解释为诱使或要求任何一方以不符合适用于该方的、与任何类型的外贸管制、出口管制、禁运或国际抵制有关的任何适用法律、法规或法令或其他强制性官方政府要求（以及不时作出的修订）的任何方式或前述各项所处罚或禁止的任何方式采取或不采取作为（或同意采取或不采取作为）。

- (b) The Seller agrees not to provide Goods or procure Services directly or indirectly from any country which is United Kingdom or the United States of America or EU or UN or other applicable government embargoed (or becomes so embargoed). Furthermore, the Seller hereby agrees to indemnify INVIBIO for all costs, liabilities, direct damages, claims, for any breach of this clause 24.

卖方同意不提供直接或间接来自于英国、美国、欧盟、联合国或其他相关政府所禁运的（或变得禁运的）任何国家的货物，或直接或间接地从任何该等国家采购服务。此外，卖方特此同意向英威宝赔偿因卖方违反本第 24 条引起的所有成本、责任、直接损害和索赔。

25. RIGHTS OF THIRD PARTIES

第三方权利

- (a) The Seller agrees that the controls, benefits, rights, licences and indemnities granted to INVIBIO under the Contract are also granted to each member of INVIBIO's Group and that any loss suffered by INVIBIO or a member of INVIBIO's Group as a result of any action or omission under the Contract shall be deemed to be a loss of INVIBIO and recoverable from the Seller under the Contract (subject to the agreed exclusions and limits on liability).

卖方同意，在合同项下向英威宝授予的控制、利益、权利、许可和赔偿同样授予英威宝集团的每一成员，并且英威宝或英威宝集团的成员因合同项下的任何作为或不作为遭受的任何损失应被视为英威宝的损失且可根据合同向卖方追偿（受限于约定的除外情形和责任限制）。

- (b) Other than as set out in clause 25(a) above, a person who is not a party to the Contract will have no right under the Contract to enforce any of its terms.

除在上文第 25(a)条中规定外，并非合同当事方的任何人无权依据合同执行合同的任何条款。

26. INTELLECTUAL PROPERTY RIGHTS

知识产权

- (a) The Seller assigns to INVIBIO, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables).

卖方向英威宝转让服务成果（包括交付物）不存在任何第三方权利的知识产权与所有其他权利，并提供充分所有权保证。

- (b) At its own expense, the Seller shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Contract, including securing for INVIBIO all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to INVIBIO in accordance with clause 26 (a).

卖方应自行并应尽一切合理努力促使任何必要的第三方及时签署和交付为使合同完全生效所需的文件，并进行为使合同完全生效所需的行为，包括使英威宝获得根据第 26(a)条向英威宝转让的知识产权与所有其他权利的全部权利、权属和利益，相关费用由卖方承担。

- (c) The Seller shall obtain waivers of any moral rights in the products of the Services (including the Deliverables) to which any individual is now or may be at any future time entitled under any applicable laws in any jurisdiction.

卖方应取得对任何个人当前或在将来的任何时候依据任何司法管辖区的适用法律就服务成果（包括交付物）所享有的任何著作人格权的放弃。

27. ASSIGNMENT AND SUB-CONTRACTING

转让和分包

- (a) The Seller shall not without the written consent of the INVIBIO assign any of the rights of the Seller or sub-contract any of the obligations of the Seller provided for by the Contract to any third party.

未经英威宝书面同意，卖方不得向任何第三方转让合同规定的卖方的任何权利，亦不得向任何第三方分包合同规定的卖方的任何义务。

- (b) The Seller shall ensure that any approved sub-contractor is contracted on terms no less onerous than the Contract (but the Seller acknowledges that this shall not affect its liability for failure to perform its obligations under the Contract).

卖方应确保任何经批准的分包商与其缔约的条款的严苛程度不低于合同（但卖方确认，本规定不影响卖方对未履行其在合同项下的义务所承担的责任）。

28. GOVERNING LAW AND DISPUTE RESOLUTION

适用法律和争议解决

These conditions and any Contract made under them shall be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute, controversy or claim arising out of or in connection with the Contract shall be submitted to Shanghai International Economic and Trade Arbitration Commission ("SIETAC") for arbitration in Shanghai in accordance with the SIETAC Arbitration Rules in force at the time of the arbitration. The arbitration award shall be final and binding upon the parties.

本条款以及依据本条款订立的任何合同受中华人民共和国法律管辖，并依其解释。因合同产生的或与之有关的任何争议、纠纷或索赔应提交给上海国际经济贸易仲裁委员会（“仲裁委员会”），根据仲裁时有效的仲裁委员会仲裁规则在上海以仲裁方式解决。仲裁裁决为终局的，对双方均有约束力。

29. LANGUAGE

语言

The Contract shall be written in the English and Chinese languages, with the texts of both versions equally authoritative.

合同以中文和英文签署，两种语言文本具有同等效力。