

201206

上海雀巢产品服务有限公司  
浦东自由贸易试验区 - No.10



Purchase order/订单: 3401536332	Date/日期: 12/MAR/2024 Printed/打印日期: 12/MAR/2024																														
Vendor Number/供应商号码: 101287131 Kanghui Group Beijing International Convention and Exhibition Ltd. Agricultural Exhibition Hall South Road Chaoyang - No. 13 China  100025 002, 1510, 12th Floor, China 康辉集团北京国际会议展览有限公司 北京 Phone/电话: 010 65870599 Fax/传真: 010 65870596 E-mail/电子邮件: Your reference/贵方文档号: PR5666873 For the attention of/联系人:	CN NCLCorp.Affairs Kiki Tian Phone/电话: Fax/传真: E-mail/电子邮件:Kiki.Tian@cn.nestle.com																														
Deliver to/送货至: SNPSL Shanghai No. 66 LianQiu Road ESR & TWL Logistics Park WuJiang District LiLi Town SuZhou City ,China 上海雀巢产品服务有限公司 China 苏州市黎里镇 吴江区	Invoice To/发票接收地址: F9, Building5#, ZoneE, Tianfu Software Park Gaoxin District, Chengdu, China(610041) 中国四川省成都市高新区天府大道中段1366号天府软件园E5座9楼																														
Inco.Terms/国际贸易术语: Terms of Payment/付款条款 : Due within 60 days of inv date Currency/币种: CNY Chinese Renminbi																															
<table><thead><tr><th>Item No 品项编号</th><th>Material No 材料编号</th><th>Description 描述</th><th>Delivery Date 到货日期</th><th>Price/Unit 单价</th><th>Net Value 净值</th></tr><tr><th>Quantity 数量</th><th>Unit 单位</th><th></th><th></th><th></th><th></th></tr></thead><tbody><tr><td>10</td><td>90072402 1 Tax(VAT)/税率</td><td>2024 Mark Visit each</td><td>01/APR/2024 6.00 %</td><td>187,104.00</td><td>187,104.00</td></tr><tr><td colspan="5">Total including tax/含税总计:</td><td>198,330.24</td></tr><tr><td colspan="5">Total Item Taxes/税率总和:</td><td>Taxes: 11,226.24</td></tr></tbody></table>	Item No 品项编号	Material No 材料编号	Description 描述	Delivery Date 到货日期	Price/Unit 单价	Net Value 净值	Quantity 数量	Unit 单位					10	90072402 1 Tax(VAT)/税率	2024 Mark Visit each	01/APR/2024 6.00 %	187,104.00	187,104.00	Total including tax/含税总计:					198,330.24	Total Item Taxes/税率总和:					Taxes: 11,226.24	
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#### TERMS AND CONDITIONS OF PURCHASE

1. Scope. The terms of this purchase order ("PO") will apply to the purchase of services ("Services") or goods (including commodities, non-commodities and equipment) ("Goods") described in the face of this PO, made by the entity identified in this PO as "Purchaser" to the entity identified in this PO as "Supplier". If a written agreement applicable to the purchase referred above has been signed between Purchaser and Supplier, or between Purchaser or Supplier and any Affiliate of the other, or between Affiliates of the Purchaser and the Supplier (in any case the "Master Agreement"), the purchase of Goods or Services under this PO will be governed by the Master Agreement, and the following will apply: (i) if the Master Agreement details which are the valid supplemental terms of this PO, then the only valid terms of this PO will be those expressly identified in the Master Agreement, or (ii) if the Master Agreement does not indicate which are the valid supplemental terms of this PO, then the PO will apply in addition to the Master Agreement, but in case of contradiction, the Master Agreement will prevail.

This PO will be deemed accepted by Supplier upon the first of the following to occur: (i) if Supplier does not reject the PO within 3 days from its issuance by Purchaser; (ii) if Supplier expressly accepts this PO in any form; (iii) if Supplier starts performing this PO in any manner, or (iv) when Supplier accepts any payment from Purchaser under this PO.

Any terms and conditions in Supplier's quotation, acknowledgement, invoices, or any other form of writing related to the transaction established by this PO, irrespective of its wording or form, or when received by Purchaser will not be applicable or valid. This PO will prevail over and replace any clickwrap or browswrap end user agreement included in the Services or in any deliverable under this PO. Acceptance of Goods or Services delivered pursuant to this PO will not constitute acceptance of Supplier's terms and conditions, nor will they in any way operate to modify or change the full effect of the terms and conditions herein.

Any reference to a Supplier's quotation or proposal on the face hereof will not be deemed to incorporate any provisions of Supplier's quotation or proposal which are inconsistent or in conflict with any provision set forth in this PO or any pre-printed provisions contained therein, which provisions are hereby expressly excluded.

All previous communications (excluding the terms of any Master Agreement) are hereby abrogated and withdrawn and no stipulation or agreements by Supplier or any of its officers, agents, or employees will be binding on the Purchaser unless contained in the Master Agreement, this PO or referenced herein. No local, general, or trade custom or previous course of dealing or performance will alter or vary the terms hereof.

2. Definitions. For the purposes of this PO: (i) "Affiliate" means any company controlling, controlled by or under common control with Purchaser or Supplier where "control" means ownership, directly or indirectly, in an entity of fifty percent or more of the voting rights; (ii) "Force Majeure Event" means an event caused by a circumstance beyond a party's reasonable control and that could not have been prevented or avoided by the exercise of all due diligence, e.g.: natural catastrophes, war, public power outages, civil unrests and conflicts, acts of terrorism, labour strikes (strikes and other labour unrest that affect only one party and are not caused by a general or mass strike will not constitute an excusable delay), riots, fires, flood, storm, acts of God, governmental action, change of Laws and earthquakes; (iii) "Intellectual Property Rights" or "IPR" are defined as trade names, trademarks, logos, brands, service marks, trade dress, copyrights, designs, patents, know-how, trade secrets, plant certificates, and any other intellectual property rights, whether registered or not; (iv) "Laws" mean any law, regulation, executive order, rule, statute, ordinance or act established or enacted by the applicable authorities, whether national, federal, state, provincial or local, as well as international treaties and conventions, and (v) both the terms Goods and Services include all labour, workmanship, activities, materials, equipment, supplies, transportation and supervision necessary to the proper and complete fulfilment of the referred Goods and Services.

3. Quantities. The quantity of Goods or Services delivered by Supplier to Purchaser will not differ from those specified on the face of this PO, nor will any other modifications of this PO be effective unless such change or modification is first authorized by Purchaser in writing. If quantities delivered are not the same as agreed, Purchaser may exercise one or more of the following remedies: (i) cancel the PO in whole or in part; (ii) refuse to accept any subsequent delivery of Goods or performance of Services; (iii) apply a penalty of 0.5% of the price of the PO per day, until Suppliers deliver the agreed quantity, or (iv) claim damages for any costs, losses or expenses incurred by Purchaser which relate to Supplier's failure to deliver the agreed quantities of Goods or Services.

4. Delivery schedule. Time is of the essence. Supplier will deliver the Services and the Goods by the date(s) specified on the face of this PO. If delivery date(s) cannot be met, Supplier must immediately inform the Purchaser in writing of Supplier's best possible delivery date(s) subject to Purchaser's acceptance. If deliveries are not made at the time agreed upon, Purchaser may exercise one or more of the following remedies: (i) request that Supplier ships the Goods by other than designated routing to expedite delivery (cost of alternative means of shipment will be borne by Supplier); (ii) cancel the PO in whole or in part; (iii) refuse to accept any subsequent delivery of Goods or performance of Services; (iv) recover from Supplier any expenditure reasonably incurred by Purchaser in obtaining substitution Goods or Services from another supplier; (v) apply a penalty for late delivery of 0.5% of the price of the PO per day, until Suppliers delivers the Goods or the Services, or (vi) claim damages for any costs, losses or expenses incurred by Purchaser which relate to Supplier's failure to deliver the Goods or the Services on the due date.

5. Price and Payment terms. The price of the Goods or the Services is the price stated on the face of this PO and it includes all charges for production, packing and loading, and any other related charges as per the applicable Incoterms (see Article 10). No price changes will be accepted unless authorized in writing by the Purchaser prior to shipment of Goods or performance of Services. Purchaser shall pay Supplier within the term established in this PO after receipt of Supplier's undisputed tax invoice ("fapiao") for duly delivered and conforming Goods or Services. Supplier will comply with all Purchaser's instructions in connection to invoicing and payment process. Advanced payments, if any, are made in consideration of the future full and satisfactory performance of the Services or delivery of the Goods, and will constitute a recoverable advance in case of non-satisfactory, incomplete or non-performance of the Services or delivery of the Goods.

Delay in payments will be notified to Purchaser by Supplier and solved amicably between them, without entitling Supplier to suspend performance of this PO. Supplier will assume the risk of unfavourable currency fluctuations between the time of invoicing and the time of payment.

Without prejudice to any other right or remedy, Purchaser reserves the right to set off any amount owing at any time from Supplier to Purchaser against any amount payable by Purchaser to Supplier.

6. Quality. Supplier will carry out quality assurance testing of the Goods in accordance with the quality standards and issue certificates of conformity or analysis as required by Purchaser, or as otherwise agreed in writing with Purchaser. Supplier will submit to Purchaser free of charge such samples of the Goods, ingredients, and packaging materials to be used in the manufacturing and packaging of the Goods as Purchaser may reasonably require from time to time in order to allow Purchaser to monitor the compliance by Supplier with its obligations. In the event that Supplier becomes aware of the existence of any quality or technical problem relating to any Goods within the control of Supplier, Supplier will ensure that the Goods affected or believed to be affected by the problem are kept separate from all other Goods, and are not allowed to leave Supplier's premises without the prior consent of Purchaser. Supplier will establish (with Purchaser's previous approval) reporting procedures with a view to identifying the nature and extent of, and resolving the problem in question, and keeping the appropriate Purchaser representatives informed of all progress being made in these areas.

7. Packaging. Storage. Supplier will properly and lawfully package all Goods for safe and wholesome shipment to the Purchaser, or as established in this PO or otherwise instructed by Purchaser. No charge will be allowed for packing, boxing, or cartage unless accepted in writing by Purchaser. Supplier will be responsible for breakages, shortages and damage caused by inadequate packaging or storage. Storage must be appropriate for the type of Goods and must be made in a dry, clean place, and bird, insect and rodent proof.

8. Transport. Transport will be handled in accordance to what is established in the face of the PO or as instructed by Purchaser. Supplier will be accountable for

and pay any excess transportation costs arising from Supplier's failure to follow Purchaser's instructions. In any case, transport must be in clean and safe vehicles. Supplier warrants that any transportation costs included in the price of the PO will not exceed actual transportation costs paid by Supplier.

9. Documentation requirements. PO number must appear on all containers, papers, packing slips, invoices and all other correspondence or documents related to this PO. Supplier will comply with all Purchaser's instructions regarding tagging of the Goods and related documentation. Supplier will, in accordance with the applicable Incoterms, be responsible for any and all duties, filings, documentation and record keeping or redeliveries as may be required by the applicable custom services in connection with the Supplier's sale and delivery of Goods to Purchaser and Purchaser's use thereof. Supplier will be accountable for and pay any costs arising from any errors or omissions in performance thereof.

10. Risk of loss and title. The risk over the Goods will be transferred to Purchaser in accordance with the Incoterm established in the PO. In absence of that information, the applicable Incoterm will be FCA. Title to the Goods to Purchaser will be transferred together with the risk, as set forth herein.

11. Warranties. In addition to any other warranties included in this PO or in the applicable Laws, Supplier warrants that the Goods or the Services to be supplied pursuant to this PO are: (i) fit and sufficient for the purpose intended; and (ii) in conformity with the specifications, drawings, samples, electronic files, documents, instructions, design descriptions, performance standards of applicable industry or other descriptions, if any, specified in this PO or which have otherwise been provided to Supplier by Purchaser ("Specifications"). Supplier will not modify or change any Specifications without Purchaser's prior written approval. Any change that may affect product performance, especially the change of place of origin, ingredients or processing, will be implemented only upon prior written approval from Purchaser. Any attached Specifications are hereby made a part of this PO. Supplier will furnish Purchaser prior to commencing the performance of the PO with copies of the manufacturer's handbook, patterns, designs, drawings, documents, installation instructions, servicing and maintenance brochures for approval. Supplier will be responsible for all errors or omissions in any drawings, calculations, or particulars supplied by it whether or not Purchaser approved such information. The Goods and the Services will be supplied on the basis that Supplier holds itself out to be expert in every aspect of the performance of the PO and has full notice of the purpose for which Purchaser requires them.

Supplier warrants to Purchaser that any Goods supplied to Purchaser hereunder: (i) are merchantable, of good quality, free from defects (patent or latent) and, in case of edibles, are wholesome and fit for human or animal consumption (as applicable); (ii) were grown or manufactured in a facility or under conditions which are free of any contamination, microbiological or otherwise, and with due care and using the necessary hygiene and quality control measures; and (iii) have been processed or produced in accordance with the applicable Laws (including the Laws of the place of final destination of the Goods) and are not adulterated, misbranded or mislabelled, nor do such Goods contain any ingredient, colour additive, chemical or element which has not been disclosed as an ingredient of such Goods to Purchaser and which has not been duly approved or certified for inclusion within such Goods by all appropriate authorities having jurisdiction or authority over such Goods. Supplier agrees to use reasonable efforts to seek independent certification that Supplier's food safety and quality management system complies with food safety Laws. Supplier will provide Purchaser with a copy of such certification, or any denial of such certification, issued by the independent certification entity or body promptly upon receipt by Supplier.

Supplier also warrants that: (i) it will be fit, qualified and competent to perform its obligations under this PO; (ii) has absolute and good title to the Goods supplied, and at the time of delivery will be free of all liens, security interests or encumbrances of any kind against the Goods; (iii) will comply with all applicable Laws of any jurisdiction from or in which the Goods or Services are provided or received, including Laws about export control, import, customs and economic sanctions, anti-corruption, anti-bribery, patents, trademarks, copyrights, tax, food safety, labour and labour safety, environment, consumer rights, labelling, electrical standards; (iv) will comply with all voluntary industry standards, codes or other obligations, e.g.: applicable health and safety standards for manufacturing operations, and (v) the supply of the Goods and performance of the Services will not give rise to any breach by any person of any Laws or third party rights.

Purchaser has the right to take reasonable measures to ensure the full performance of this PO. Reasonable measures taken by the Purchaser include but not limited to: (i) Before the inspection and acceptance of the Service, the Supplier shall be required to provide proof or supporting materials that it has actually performed the Service hereunder and that the relevant performance meets the requirements of this PO. Specific requirements of the proof or supporting materials shall be determined by Purchaser and further notified to the Supplier. For example, if the Supplier provides conference or travel services, the proof or supporting materials shall include but not limited to hotel accommodation invoices, colocation bills, meals invoices, transportation invoices issued by the actual carrier (such as car rental, shall be attached with time, passengers and route), etc.; And the invoice shall be the official vat special invoice in accordance with the provisions of financial verification and cancellation. (ii) During the term and within three years after the termination of this PO, Purchaser's internal and external auditors shall have the right to obtain all the account books, documents, official documents and records related to Supplier's performance of this PO, conduct on-site inspection as appropriate and the Supplier shall fully cooperate and assist. If the Supplier fails to provide satisfactory supporting materials to prove that it has fully performed this PO, without prejudice to Clause 24, Purchaser has the right to refuse to accept the Service in whole or in part, and to refuse to pay all or part of the service fee. If the Supplier is found to have provided forged or false proof or supporting materials, Purchaser shall have the right to ask the Supplier to return the service fee received, and the service fee not yet paid shall not be paid anymore, and the Purchaser shall have the right to ask the Supplier to pay liquidated damages which is equal to 30% of the total service fee.

Without prejudice to any other right or remedy which Purchaser may have, under this PO, the Master Agreement (if existing) or the applicable Laws, if any Good or Service fails to meet any warranty contained in this PO (even after acceptance, payment or use of the Goods or Services by Purchaser), or the Supplier fails to comply with any of the terms or warranties under this PO, Purchaser may, at its option, exercise one or more of the following remedies: (i) cancel this PO, in whole or in part; (ii) ask Supplier to repair the non-conformity, faults or defects, at Supplier's expense; (iii) seek a reduction of the purchase price; (iv) reject the Goods or Services as provided in Article 12; (v) refuse to accept any further deliveries of the Goods or performance of the Services; (vi) carry out at Supplier's expense any work necessary to make the Goods or the Services compliant with the PO, and (vii) claim any and all related damages.

12. Inspection and Rejection. Notwithstanding any prior payment, all Goods and Services are subject to inspection and testing after arrival at the ultimate destination, delivery or performance, as the case may be, and in the case of the Goods, if they are to be incorporated into an operating facility, the inspection and testing of the Goods may be made under operating conditions after the Goods have been installed. If specific acceptance testing procedures or acceptance criteria are specified or referenced on the face of this PO, then Supplier and Purchaser (or either of them, as applicable), will carry out the activities related to the acceptance procedures. If during such testing period, the Goods are not performing in accordance with the acceptance criteria, Supplier will, at no expense to Purchaser, and with prior agreement of the Purchaser make necessary and appropriate corrections, adjustments or modifications to the Goods in order to bring them into compliance. If upon inspection or testing, the Goods or Services or any portions thereof are found to be non-conforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any guarantees or warranties or the applicable Specifications or fail to meet any other requirements of Purchaser or of this PO, then without prejudice to any other rights or remedies, Purchaser may reject the Goods or the Services (in whole or in part) and return them to Supplier at the risk and cost of Supplier on the basis that a full refund for the Goods or Services so returned will be paid forthwith by Supplier. Also, Purchaser may exercise one or more of the following remedies: (i) cancel this PO, in whole or in part; (ii) seek a reduction of the purchase price if the rejection is partial; (iii) refuse to accept any further deliveries of the Goods or performance of the Services; (iv) carry out at Supplier's expense any work necessary to make the Goods or the Services compliant with the PO, and (v) claim any and all related damages.

Neither the inspection, nor failure to make inspection, nor acceptance or payment for Goods or Services will release Supplier from any of the warranties or other provisions of this PO nor impair Purchaser's right to reject non-conforming Goods or Services or make claims in connection with the non-conforming Goods or Services.

Any Goods (which, for purposes of this provision, will include any work in process), rejected by Purchaser, in Supplier's possession or control, and determined by Purchaser not to be re-conditionable or salvageable will be disposed of by Supplier at Supplier's cost and expense in a manner which will absolutely preclude re-use for human or, unless Purchaser otherwise consents, animal consumption. If Purchaser determines that any such Goods (or work in process) are re-conditionable or salvageable, Supplier will remove all Purchaser identification and dispose of the same as mutually agreed in writing between Purchaser and Supplier. Supplier will immediately withdraw rejected Goods from Purchaser's premises, unless Supplier specifically requests for temporary storage, which will be at the expense and risk of Supplier. Purchaser reserves the right to charge storage fees for rejected Goods not collected within 1 week from notification of rejection.

Any of the activities related to reception, inspection, testing, acceptance or rejection mentioned above may be performed by an Affiliate of Purchaser, or by any third party designated by Purchaser, and will be considered and have the same effect as if performed by Purchaser.

13. Traceability of ingredients and Goods. Supplier will at all times be able to provide details and data regarding the exact origin of the ingredients used to produce the Goods and the movement of the Goods, in order to, in the event of quality issues, respectively, ensure traceability of ingredients used and guarantee an efficient recall action of Goods.

14. Product recall. In the event that Supplier becomes aware of the existence of any non-conformity or defect relating to any Goods which have left the control of Supplier and Supplier reasonably believes that such defect or non-conformity either creates or is likely to give rise to a risk to the health or safety of consumers, possibility of action by enforcement authorities, or a risk of adverse publicity or public dispute for Purchaser or its Affiliates, the following provisions will apply: (i) Supplier will immediately, upon becoming aware of the problem, notify Purchaser. Any such notification will include, as a minimum: a) the identity and quantity of the Goods involved, b) any relevant coding information (if existing), c) any other relevant information, which may be of assistance in tracing the Goods (or the products containing the Goods); (ii) representatives of Supplier and Purchaser will meet as soon as practicable for the purpose of agreeing the measures to be taken by Supplier in order to remedy issues arising from such defects or non-conformity; (iii) Purchaser will be entitled to demand the cessation of the production of the Goods forthwith, to require the withdrawal of the Goods and to require the destruction of the Goods.

Not only for the reasons described above, in the event that Purchaser at its own discretion initiates a recall, withdrawal or destruction of Goods (or products containing the Goods), or a recall is ordered or recommended by governmental authorities having jurisdiction, Supplier will fully cooperate and share all information with Purchaser.

All recall related expenses (e.g. cost of transporting, storing, managing and destroying the recalled product), as well as all the damages incurred by Purchaser, its Affiliates or affected third parties, will be borne and compensated by Supplier to the extent the cause of the measure, problem or recall is due to any breach by Supplier of its obligations or warranties hereunder or any negligent or unlawful act of Supplier, its employees, agents, contractors or representatives.

15. Purchaser's materials. Any material owned by Purchaser or any of its Affiliates which Purchaser may deliver to Supplier or which may come to Supplier's possession in relation to this PO will remain at all times the exclusive property of Purchaser. These materials may include any kind of print tools or matrix, graphics, drawings, models, photographs, software, equipment, packaging, products, prototypes, samples, raw materials, ingredients, promotional materials. Supplier will: (i) exclusively use the materials to perform its obligations under this PO; (ii) return them to Purchaser upon request or upon completion or termination of this PO; (iii) hold them in safe custody and identified as Purchaser's property, at Supplier's own risk and not transfer or otherwise disclose them to any third party; (iv) maintain the materials in good condition until returned to Purchaser, (v) not dispose of them or use/revise/edit them other than in accordance with Purchaser's written instructions, (vi) not reverse engineer, decompile, fractionate, replicate, reprocess or partition them or cause them to be reverse engineered, decompiled, fractionated, replicated, reprocessed or partitioned, and (vii) only use the materials provided or approved by Purchaser for any advertising or promotion of Purchaser and/or Purchaser's products, if such services are provided under this PO.

16. Intellectual property. Supplier understands that any IPR owned by, or licensed to, Purchaser or its Affiliates ("Purchaser's IPR") are valuable assets. Any Purchaser's IPR shared with Supplier in connection with this PO will be used by Supplier only on Goods or Services provided under this PO. In order to ensure preservation of Purchaser's IPR, Supplier undertakes not to sell or otherwise distribute Goods or deliverables bought under this PO that use any Purchaser's IPR to anyone other than Purchaser or its Affiliates without Purchaser's prior written approval. No provision of this PO will be interpreted as granting any explicit or implicit license, title or other right over Purchaser's IPR to the benefit of the Supplier, unless established in this PO or otherwise expressly agreed in writing. Supplier agrees that all IPR developed in the performance of this PO or at the request of Purchaser, related to Purchaser's products, formulation, packaging, technology, processes, Specifications or other Purchaser's IPR or Confidential Information, including any improvements or modifications thereof ("Developed IPR") will be the exclusive property of Purchaser or its respective Affiliates (such rights to include, without limitation, the right to register protection for that Developed IPR). To the extent the Developed IPR does not vest automatically in Purchaser, Supplier hereby irrevocably assigns to Purchaser (or its respective Affiliates) all right, title and interest in and to all such Developed IPR, and will execute, and will cause its employees to execute, all documents which may be necessary to give effect to this provision. Supplier agrees to provide to Purchaser in writing full and complete information and documents related to the Developed IPR, in the format and language specified by Purchaser. Supplier undertakes: (i) not to use directly or indirectly the Developed IPR for any purpose other than the performance of this PO, unless it has obtained the prior written consent of the Purchaser, and (ii) to keep the Developed IPR confidential and not to register any protection for the Developed IPR.

Supplier warrants that any deliverables generated, made, conceived, developed or written by or on behalf of Supplier (either individually or in collaboration with others) under this PO, including any tangible and intangible work product, sketches, drawings, designs, pictures, films, photos, images, recordings, videos, music, plans, technical drawings, inventions, discoveries, improvements, know-how, computer programs, including any source and object codes, and any other creation or documentation, will be original work, and that all works generated and the provision of the Goods or the Services under this PO and the use or exploitation of the deliverables by Purchaser or its Affiliates will not infringe any rights of third parties including any IPR belonging to third parties.

Any IPR owned by, or licensed to, Supplier or its Affiliates prior to this PO or developed independently from this PO ("Supplier's IPR") is and will remain the exclusive ownership of the Supplier. If any Supplier's IPR, including any software, source code or object code, are necessary for the utilization of the Goods or the Services by Purchaser or its Affiliates, Supplier hereby grants Purchaser and its Affiliates a worldwide, non-exclusive, fully paid up, irrevocable and perpetual license to use such rights to the extent necessary to fully exploit or use the Goods or the Services.

Supplier represents that it has fully investigated all Specifications and, based upon such investigation and its past experience and superior knowledge with respect to the Goods or the Services, Supplier has determined that the production thereof in accordance with such Specifications or the use or exploitation thereof will not infringe any IPR of any third party.

Supplier will indemnify and hold Purchaser and its stockholders, Affiliates, officers, directors, agents and employees (the "Purchaser Indemnitees") harmless from any and all claims, demands, costs and liabilities, including attorneys' fees and legal expenses, arising out of any infringement or claim of infringement of third party IPR. If Purchaser at its own discretion so requires, Supplier will assume, at Supplier's cost, the defence of Purchaser and Purchaser Indemnitees. In no event will Purchaser or its Affiliates be liable to Supplier for any IPR infringement or claim thereof; and, in the event Purchaser or its Affiliates is or are enjoined from the operation, use or sale of the Goods or the Services pertaining thereto or to any part thereof covered by this PO, Supplier will, at its sole expense, take all responsible steps possible to procure for Purchaser and its Affiliates the right to operate, use and sell the Goods or the Services referred above. If Supplier cannot so procure the aforesaid rights within a reasonable time, Supplier will then promptly, at Supplier's sole expense: (i) modify said Goods or Services, or any part thereof, so as to avoid infringement of any IPR; or (ii) replace said Goods or Services or any part thereof with Goods or Services which do not infringe or violate any such IPR; or (iii) remove said Goods or Services or any part thereof, and refund any payment made by Purchaser to Supplier and any transportation costs and

other expenses that may have been paid or incurred by Purchaser in connection with the Goods or the Services, or any part thereof, so removed. In the case where it would not be possible, Purchaser may terminate the PO, without prejudice to the rights previously acquired and to the damages and interests to which Purchaser and Purchaser Indemnitees could be entitled to.

Supplier will ensure that rejected, waste and scrap materials that bear any Purchaser's IPR (including packaging) will be destroyed and disposed of according to Purchaser's instructions, in a manner which will absolutely preclude re-use. Supplier will not sell packaging materials bearing the Purchaser's IPR to third parties or use them for any purpose other than the performance of its obligations under this PO. Unauthorized sales or use of said packaging material is expressly forbidden.

17. Termination. In addition to other causes mentioned in this PO, Purchaser will have the right to terminate this PO and any or all other POs between Purchaser and Supplier for any of the following specific reasons: (i) immediately with written notice to Supplier in the event of insolvency or bankruptcy of Supplier; (ii) failure of Supplier to perform or comply with any provision of this PO including a breach of any of the warranties set forth in this PO which is incapable of remedy or which, if capable of remedy, has not been remedied within 15 working days of service of a written notice from Purchaser specifying the breach and requiring it to be remedied; (iii) if, in Purchaser's opinion, Supplier damages or may damage Purchaser's brands, goodwill or reputation or should Purchaser be dissatisfied on reasonable grounds with the way the Supplier is handling its business and if Supplier does not take, in Purchaser's sole opinion, steps necessary to remedy such situation within the designated period of time after notice thereof is given by Purchaser in writing; (iv) upon a 30 days' prior written notice to Supplier if Purchaser decides to modify its sourcing strategy, business model or requirements, or (v) upon a 30 days' prior written notice to Supplier if Supplier disposes in whole or in part of its business (other than to its Affiliate) or if there is a publicly announced proposed or already consummated direct or indirect change of control of the legal or beneficial ownership of Supplier. Purchaser will have no liability or obligation whatsoever to Supplier by reason of or resulting from such termination; but, at Purchaser's sole discretion, Purchaser may pay Supplier its actual direct out-of-pocket costs of performance hereunder to the date of such termination, as approved by Purchaser, in which event, the finished Goods, completed Services or any work-in-process as of the date of termination will become the property of Purchaser and Supplier will safely hold the same for a reasonable period of time subject to receipt of Purchaser's written shipping or other disposition instructions. The rights of termination mentioned above will be in addition to Purchaser's other legal rights and recourses whether set forth in this PO or not, including those established in the Master Agreement (if existing).

In the event of termination of the PO, regardless of its cause, Supplier will provide such assistance as Purchaser reasonably requires to allow any successor appointed by Purchaser to take over Supplier's obligations under this PO. The termination of this PO, regardless of its cause, will be without prejudice to the rights and duties of Purchaser accrued prior to termination. The provisions of this PO which expressly or implicitly have effect after termination will continue to be enforceable notwithstanding termination or expiration.

Any provisions of this PO that by their nature extend beyond termination of this PO will survive such termination.

18. Indemnity. Supplier will indemnify and hold Purchaser and Purchaser Indemnitees harmless from any and all claims (including of federal, national, state provincial or local governments or any agencies or subdivisions thereof), demands, causes of action, losses, damages, liabilities, expenses, reasonable attorney fees or obligations of any kind whatsoever including, but not limited to, damage or destruction of property, injury or death, for loss of profits, loss of production, production interruptions and contract penalties, resulting from or connected with, directly or indirectly, in whole or in part, Supplier's performance under this PO or resulting from any default or other breach by Supplier (by action or omission) of its obligations or warranties under this PO. If Purchaser so requires at its own discretion, Supplier will assume, at Supplier's cost, the defence of Purchaser and Purchaser Indemnitees.

19. Insurance. Supplier will maintain, throughout the term of Supplier's performance under this PO, general liability insurance, including product liability insurance, other insurance adequately covering Supplier's liability under this PO, or as provided on the face of this PO, as well as any insurance required by the applicable Laws. All insurance must be obtained by Supplier from reputable and solvent insurance companies. Upon request by Purchaser, Supplier will promptly provide Purchaser with the applicable certificates of insurance, as well as with proof of payment of the premiums. No insurance coverage will release Supplier from its liabilities, nor be considered or construed as limitations of such liabilities.

20. Force Majeure. Contingency planning. Neither Purchaser nor Supplier will be liable for the failure to perform or delay in the performance of its obligations under this PO, to the extent such failure or delay is caused by or results from a Force Majeure Event. The party affected by the Force Majeure Event will immediately notify the other party using the fastest possible means of communication available to it, describing the circumstances of the Force Majeure Event, and will promptly notify the other party when the Force Majeure Event (or its impact on such party) has been abated. The affected party will not be held liable by the other party for such non-performance or delay as long as the fact of the occurrence of such Force Majeure Event(s) is duly proven or is reasonably provable. If Supplier's performance is delayed or hindered due to a Force Majeure Event, Purchaser will not be obligated to pay any price to Supplier in respect of any Goods or Services not actually supplied or rendered. In case of a Force Majeure Event, Purchaser will have the right to defer the date of delivery of the Goods or the Services or to cancel this PO or reduce the volume of Goods or amount of Services. Purchaser will not be liable to Supplier for any costs or expenses incurred by Supplier as a result of any Force Majeure Event. However, if the delay in performance exceeds 30 days, the party awaiting performance will be permitted to terminate this PO upon 5 days' prior written notice to the other party, with no further obligation to the party claiming excusable delay. The failure, default or delay will not be excused if: (i) the prevention of the same is an obligation under this PO; (ii) the non-performing party or its personnel are at fault in causing the delay or failure to perform; (iii) the default or delay could have been anticipated, prepared for, or prevented by the use of reasonable precautions commonly employed by persons and entities in the business of the affected party; and (iv) the delay or failure to perform can be reasonably circumvented by the non-performing party through the use of alternate sources, workaround plans or other means.

21. Personnel. Supplier will be exclusively liable for all legal and labour obligations related to the engagement of its own personnel and its subcontractor's personnel, and such personnel will have no relationship whatsoever with Purchaser or its representatives. Supplier assumes fully and exclusively the liability in case any of its employees or its subcontractors' employees files a claim, accusation or lawsuit related to labour, civil or any other kind of matters against Purchaser or Purchaser Indemnitees. Additionally, Supplier acknowledges specifically that Purchaser and Purchaser Indemnitees will not be liable for any accidents of any kind, nor for damages, professional diseases or death of the personnel of Supplier or its subcontractors' appointed to carry out the activities related to the performance of this PO. Where specific Supplier personnel has been designated in the PO to perform the Services, such individuals may not be substituted by Supplier without the prior written approval of Purchaser.

22. Confidentiality. Supplier acknowledges that in the course of providing the Goods or the Services hereunder, it may be exposed to or receive certain information deemed to be confidential or proprietary by Purchaser or its Affiliates (or their suppliers or consultants), including but not limited to the Specifications, information relating to Purchaser's manufacturing processes, equipment and know-how, technologies, ingredients, recipes, procedures and standards, information concerning the production and packaging of Purchaser's products or other information (hereinafter collectively referred to as "Confidential Information"). Supplier agrees that all such Confidential Information will be retained by Supplier and its personnel, agents and representatives as strictly confidential, not disclosed to any third party and will only be used in connection with the performance of this PO. Supplier will ensure that such personnel, agents, representatives or subcontractors are subject to the same obligations of confidentiality. Supplier will not disclose to anyone not connected with Purchaser any Confidential Information obtained by it while serving as a supplier to Purchaser, unless and only to the extent compelled by order of a court or regulatory body of competent jurisdiction. Supplier will promptly notify Purchaser of any such order to allow Purchaser an opportunity to interpose any objections it may have to such disclosure. Supplier will restrict the disclosure of the Confidential Information within its own organization to those persons who are directly concerned therewith and who have been informed of Supplier's obligations hereunder. Supplier agrees that upon ceasing to serve as a supplier to Purchaser, or

when requested by Purchaser, Supplier will return to Purchaser and not retain any memoranda of Confidential Information, or any drawings, blue prints, or other such reproductions. In the absence of written authorization from Purchaser, Supplier must not mention its business relations with Purchaser or use Purchaser's IPR or Purchaser's name in any advertising, promotion video, website, leaflet or publication, or in any other form. Supplier and its employees will maintain the confidentiality of passwords, if any, for information system access provided to them by Purchaser. The sharing of passwords is strictly prohibited. Supplier will not allow any photographs, negatives, cine films, video recordings, copies, sketches or notes to be made of Purchaser's plant, equipment, products or processes or any part thereof. The provisions of this Article will survive the expiration or termination of this PO.

23. Data Protection. Supplier will comply at all times with all applicable data protection Laws, and in particular will implement appropriate technical and organizational measures and adequate security programs and procedures to protect any personal data provided by Purchaser or obtained by Supplier as a result of negotiating and performing this PO ("Personal Data") against accidental, unauthorised or unlawful loss, alteration, disclosure, access or processing. This obligation shall apply to the collection, storage, use and transmission of Personal Data. Supplier can only disclose Personal Data to its employees and contractors to the extent necessary for the proper performance of its obligations under this PO. Supplier shall ensure that all personnel and any third parties to whom Personal Data are disclosed shall maintain the confidentiality and security of such data. Supplier shall promptly return or erase all Personal Data upon termination of this PO or at Purchaser's request.

24. Audit rights. Purchaser will be entitled on reasonable notice to Supplier to access by itself or its representatives (including authorized third party) relevant Supplier sites where Goods are being processed, produced or packaged, or Services are being performed, for the purpose of ensuring Supplier's compliance with this PO, the applicable Laws and the Nestlé policies mentioned in Article 25. Supplier will make available on such occasions its applicable written records, grant Purchaser access to relevant raw materials, packaging materials, supplies and associated production and warehousing facilities. Purchaser and its representatives will be entitled to monitor production procedures during working hours and to take samples. The audits will in no way release Supplier from its obligations or liabilities. Prior notice will not be necessary when public health or food safety are at risk. If an audit reveals that Supplier has not met its obligations, duties, warranties or undertakings, Purchaser may, at its sole discretion: (i) cancel this PO with immediate effect; or (ii) grant Supplier a reasonable grace period to rectify the findings. In the latter case, if Supplier fails to rectify the findings within the provided period, Purchaser will be entitled to terminate with cause the PO, with immediate effect, in addition to any other available remedies.

For purposes of protecting the Purchaser's IPR, Purchaser will have the right to monitor the status of packaging materials bearing such intellectual property, designs and printing tools in the possession of Supplier or its subcontractors. Supplier acknowledges Purchaser's right to enter and audit Supplier's and its subcontractors' facilities and premises without prior notice, for the purpose mentioned above.

25. Nestlé policies. Supplier, its Affiliates, Subcontractors and sub-tier suppliers will comply with the Nestlé Responsible Sourcing Standard (as updated on [www.nestle.com/suppliers](http://www.nestle.com/suppliers)). On Nestlé's request, Supplier will: (i) undergo, at its costs, an ethical audit (SMETA, RBA, Ecovadis, or as specified by Nestlé) at its site(s) where the Products or Services are produced or performed. Such audit will be performed by a company accredited by Nestlé and Supplier will share the results through SEDEX (or as specified by Nestlé); and/or (ii) undergo, at its costs, one of the GFSI-recognized food safety and quality certification, as indicated on [www.mygfsi.com/certification/recognised-certification-programmes.html](http://www.mygfsi.com/certification/recognised-certification-programmes.html), at its site(s) where the Products are produced. This audit will be performed by an accredited certification body; (iii) provide Product's traceability back to origin of the raw goods, as well as demonstrate continuous improvements regarding ethical practices at point of origins.

26. Changes. Purchaser will have the right to make changes in this PO in any one or more of the following: (i) Specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance or point of delivery; (iv) delivery schedule, and (v) increase or decrease of quantities by an amount not exceeding 20%. Supplier will notify Purchaser in writing within 7 days of receipt of such change notice if Supplier desires any adjustment in the price or time of performance of this PO on account of said change notice, and such adjustment in price or time of performance will be binding only upon the written agreement by Purchaser. Failure of Supplier to give such notice will constitute acceptance by Supplier of the terms of the change notice and Supplier's agreement to complete the PO as changed without adjustment in price or delivery dates and to be bound by all other obligations of this PO.

27. Taxes. Unless otherwise agreed in writing by Purchaser the prices in this PO will be exclusive of VAT but inclusive of all other charges and taxes. Inclusion or exclusion of customs duties will depend on the applicable Incoterm. Supplier registered in China will provide Purchaser with a valid and formally correct VAT Special Invoice ("VAT Special Fapiao") to enable Purchaser to claim back VAT, if any. Purchaser will use reasonable efforts to make sure that any taxes withheld are minimized to the extent possible under the applicable Laws and will provide all the necessary documents to enable Supplier to claim the withholding tax refund under the applicable tax treaty, if any. Supplier will be responsible for any withholding tax that it is unable to recover. For the purposes of this paragraph, withholding taxes are defined as any withholding tax or other deductions and obligations imposed by whatever legal, governmental or other authority to payments made by Purchaser to Supplier.

28. Notices. Any notice or other communication required or permitted to be given pursuant to this PO will be deemed to have been sufficiently given if in writing and addressed to the domiciles indicated on the face of this PO. Purchaser and Supplier may, by notice as aforesaid, designate a different address for notices or other communications intended for it.

29. Applicable law and jurisdiction. This PO will be governed by and construed in accordance with the laws of People's Republic of China, excluding its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this PO.

In case the Master Agreement mentioned in Article 1 has been signed by Affiliates of both Purchaser and Supplier, or by Supplier and Affiliates of Purchaser, or by Purchaser and Affiliates of Supplier, any dispute between Purchaser and Supplier under this PO will be escalated to the respective Affiliates before initiating the procedures mentioned in the following paragraph, and they will only initiate those procedures in case no agreement is reached through direct negotiation between the referred Affiliates.

Any dispute arising out of or in connection with this PO will be submitted to China International Economic and Trade Arbitration Commission for arbitration in accordance with the commission's arbitration rules then in effect. The arbitration will be conducted in Beijing in Chinese. The arbitral award will be final and binding upon both parties. The prevailing party in any dispute will be entitled to reasonable attorneys' fees and mediation costs.

30. Miscellanea. (i) This PO may be modified only if agreed to in writing by both Purchaser and Supplier. In the event there is a conflict between the terms and conditions on the face of the PO and those on this document, the terms on the face will control; (ii) The invalidity, in whole or in part, of any provision of this PO will not affect the validity or enforceability of any other of its provisions; (iii) Nothing in this PO is intended or will be deemed to establish any partnership or joint venture between Purchaser and Supplier, constitute Supplier the agent of Purchaser or its Affiliates, nor authorise Supplier to make or enter into any commitments for or on behalf of Purchaser; (iv) The waiver by Purchaser of any term, condition or provision herein stated will not be construed to be a waiver of any other term, condition or provision hereof, nor will such waiver be deemed a waiver of subsequent breach of the same term, condition or provision, nor will it be deemed a waiver of any provision in any subsequent order; (v) Supplier will not delegate any duties, or assign or transfer any rights or claims under the PO without the prior written consent of Purchaser, and any such delegation, assignment or transfer without such prior written consent will be null and void. Any consent from Purchaser to such transfer will in no way relieve Supplier of its responsibilities. Purchaser may assign, transfer or delegate its rights and obligations under this PO, including its proprietary rights, in whole or part, as well as its position as a party, to any of its Affiliates, now or hereinafter existing, with previous notice to Supplier; (vi) Supplier will at all times be solely responsible for the acts or omissions of its agents, subcontractors and sub-tier suppliers and will assume sole responsibility for their performance. Supplier will manage its agents, subcontractors and sub-tier suppliers, enforce their compliance with Purchaser's standards and purchase materials, pay, and resolve all disputes with them; (vii) For work on Purchaser's premises, Supplier will abide by Purchaser's safety and

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security rules and regulations then in effect for said premises. Any failure by Supplier's personnel to do so may result in Purchaser instructing Supplier immediately to stop the work or remove such personnel from Purchaser's premises and Supplier will provide a suitable replacement at no extra cost to Purchaser. Supplier will not make the time lost due to this situation the subject of a claim for extension of time or for additional costs or damages by Supplier. Supplier will keep the premises and work free and clear of all liens, and the work will remain at Supplier's risk prior to written acceptance by Purchaser; (viii) Purchaser hereby reserves all its other legal or equitable rights and remedies; (ix) If Supplier is part of a partnership or comprise more than one entity, Supplier's liabilities hereunder will be joint and several among those entities. Any notice served on one will be binding on them all; (x) Supplier warrants that there are no commitments or other circumstances that will inhibit it from providing Services or delivering the Goods to Purchaser (including any conflicts of interest) as set out herein. Supplier will notify Purchaser, in writing, immediately upon becoming aware of the existence or possibility, of a conflict of interest. Purchaser will decide, at its sole discretion, the course of action after said notice; (xi) Supplier will inform Purchaser in writing of: a) any breach or incident related to environmental Laws or environment protection, occurred during the performance of this PO, and b) any inspection or administrative procedure related to Supplier's activity or its impact to the environment, which may have any effect or consequence on the execution of this PO; (xii) Nothing herein will be construed as granting exclusivity to Supplier in the supply of Goods or Services; (xiii) This PO is written in English and Chinese languages. In case of contradiction, the English version will prevail.

#### 采购条款和条件

1. 范围。本采购订单（“订单”）的条款将适用于本订单正面所述由本订单中称为“采购方”的实体向本订单中称为“供应方”的实体进行的服务（“服务”）或货物（包括商品、非商品和设备）（“货物”）的采购。

如果采购方与供应方，或采购方或供应方与另一方的任何关联公司，或采购方和供应方各自的关联公司之间已经签订了适用于上述采购的书面协议（无论哪种情况，均称为“主协议”），则本订单项下货物或服务的采购将受主协议管辖，且下列规定将适用：(i) 如果主协议详细说明了本订单中哪些条款是有效的补充条款，则本订单中只有经主协议明确规定了的条款才是有效的条款，或 (ii) 如果主协议并未说明本订单中哪些条款是有效的补充条款，则除了主协议之外，本订单也将适用，但是在出现冲突的情况下，将以主协议为准。

一旦 (i) 供应方并未在采购方发出本订单后3日内拒绝本订单；(ii) 如果供应方以任何形式明确接受本订单；(iii) 供应方以任何方式开始履行本订单，或 (iv) 供应方接受采购方依据本订单而支付的任何款项，则本订单将视为已在上述任一情况发生时（以最先发生的为准）被供应方接受。

供应方与本订单所确定交易有关的报价单、确认函、发票或任何其它形式的书面文件（无论其采用任何措辞或形式，无论采购方何时收到）中的任何条款和条件均不可适用且无效。本订单将优先于并取代本订单项下服务或交付物中所包含的任何点击生效或浏览生效格式的最终用户协议。接受按照本订单而交付的货物或服务并不意味着接受供应方的其它条款和条件，且并不因此以任何方式变更或改变本订单条款和条件的充分有效性。

本订单正面提及供应方的报价单或建议书不得被视为将供应方报价单或建议书中与本订单任何规定不一致或冲突的任何规定或其中包含的任何事先印制的规定并入本订单，且上述规定在此被明确排除。

之前的所有的沟通（不包括主协议的任何条款）均在此被撤销和废除，且除非已被包含在主协议或本订单中，或已被主协议或本订单引用，否则供应方或其任何管理人员、代理或雇员所做出的任何规定或协议均对采购方不具有任何约束效力。本订单的任何条款并不因当地习俗、普遍习惯或贸易惯例亦或之前的交易习惯或履行而被修改或变更。

2. 定义。本订单中：(i) “关联公司”应指控制采购方或供应方、被采购方或供应方控制或与采购方或供应方受同一他方控制的任何公司。其中“控制”应指直接或间接地拥有某个实体至少百分之五十的表决权；(ii) “不可抗力事件”应指因超出任何一方当事人的合理控制能力且无法通过所有尽职调查而阻止或避免的情况下导致的事件，例如：自然灾害、战争、停电、民变和骚乱、恐怖活动、罢工（仅影响一方当事人且并非由普遍或群体性罢工而导致的罢工和其它劳资纠纷将不构成迟延履行本订单的理由）、暴乱、火灾、水灾、暴风雨、天灾、政府行为、法律变更和地震；(iii) “知识产权”应指商号、商标、标志、品牌、服务标记、商业外观、版权、设计、专利、技术诀窍、商业秘密、工厂证书和任何其它知识产权（无论是否注册）；(iv) “法律”应指相关国家、联邦、州、省或地方政府部门制定或颁布的任何法律、法规、行政令、规章、法令、条例或法案，以及任何国际条约和公约；(v) 词语“货物”和“服务”均包括为了妥善完成所提及的货物和服务而必要的所有劳动力、工艺、活动、材料、设备、供应品、运输和监理工作。

3. 数量。除非经采购方事先书面批准，否则供应方向采购方交付的货物或服务的数量不得与本订单正面所规定数量不同，且对本订单所进行的任何其它变更均无效。如果所交付的数量与规定数量不同，采购方可行使下列一项或多项救济：(i) 全部或部分撤销本订单；(ii) 拒绝接受任何后续的货物交付或服务履行；(iii) 按照每日订单价格0.5%的费率收取违约金，直至供应方交付了规定的数量，或 (iv) 就采购方因供应方未交付规定数量的货物或服务而遭受的任何成本、损失或费用，向供应方提起索赔。

4. 交付时间表。时间至关重要。供应方将在本订单正面规定的日期前交付服务和货物。如果无法遵守交付日期，供应方必须立即以书面方式向采购方告知供应方可能实现的最快交付日期，由采购方决定是否接受。如果未在约定的时间进行交付，采购方可行使下列一项或多项救济：(i) 要求供应方通过其它路径运输货物以加快交付进程（由此产生的成本将由供应方承担）；(ii) 全部或部分撤销本订单；(iii) 拒绝接受任何后续的货物交付或服务履行；(iv) 向供应方收取采购方因其它供应商获得做为替代的货物或服务而合理产生的任何开支；(v) 按照每日订单价格0.5%的费率收取违约金，直至供应方交付了货物或服务，或 (vi) 就采购方因供应方未按时交付货物或服务而遭受的任何成本、损失或费用，向供应方提起索赔。

5. 价格和付款条款。货物或服务的价格为本订单正面规定的價格，其包含了所有生产、包装和装运费用以及相关Incoterms国际贸易术语（详见第10条）中规定的任何其它相关收费。除非在货物装运或服务履行前经采购方书面批准，否则不得对价格进行任何变更。采购方应在收到供应方就已按时交付且符合要求的货物或服务开具的无争议税务发票后，在本订单所规定的期限内向供应方付款。供应方将遵守采购方关于开票和付款流程所有指示。预付款（如有）的支付是基于将来货物令人满意地完全交付或服务令人满意地完全履行的前提，且在货物的交付或服务的履行不令人满意、不完整或未进行的情况下，可退还预付款。

如果出现付款延误情况，供应方应通知采购方，双方应通过友好协商解决，且供应方并不因此而有权限暂停对本订单的履行。

供应方将承担开票时间和付款时间之间不利的货币汇率波动风险。

在不影响任何其它权利或救济的前提下，采购方有权用供应方在任何时候应付采购方的任何款项抵扣采购方应付供应方的任何款项。

6. 质量。供应方将按照质量标准对货物开展质量保证测试，并按照采购方的要求或与采购方的另行书面约定出具商品符合性证明或检验报告。供应方将按照采购方不时合理提出的要求，免费向采购方提交货物样品以及用于制造和包装货物的配料和包装材料的样品，以便采购方监督供应方是否遵守义务。如果供应方获悉其所控制的任何货物存在任何质量或技术问题，供应方应确保受到或可能会受到上述问题影响的货物与所有其它货物隔离存放，并确保未经采购方事先同意该等货物不会离开供应方的场所。供应方将制定（经采购方事先批准后）报告程序，以便确定上述问题的性质和程度，妥善解决上述问题，并及时向采购方的相关代表告知这些方面的进展。

7. 包装、储存。供应方将妥善合法地包装所有货物，以便将货物安全卫生地运输至采购方，或本订单规定的或采购方指示的其他地方。除非经采购方书面接受，否则不得收取任何包装费、装箱费或运费。由于包装或储存不当而导致的破损、短缺或损坏将由供应方负责。储存方式必须与货物的种类相适应，且必须在干燥、洁净且具备防鸟类、蚊虫和鼠类措施的场所中进行。

8. 运输。运输将按照本订单正面的规定或按照采购方的指示而进行。因供应方未遵守采购方的指示而产生的任何额外运输成本均应由供应方承担和支付。无论在任何情况下，运输均必须采用洁净安全的运输工具进行。供应方保证，订单价格中包含的运输成本将不会超过供应方支付的实际运输成本。

9. 文件要求。与本订单有关的所有集装箱、单据、装箱单、发票和所有其它函件或文件上均必须注明本订单编号。供应方将遵守采购方关于货物标签和相关文件而给出的所有指示。供应方将按照相关国际贸易术语，负责承担相关海关部门因供应方向采购方销售和交付货物以及因采购方使用货物

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而要求的所有关税缴纳、申报、文档制备、记录保存或重新交付工作。因上述工作中的任何错误或遗漏而产生的任何成本均应由供应方承担和支付。

10. 失灭风险和所有权。货物的风险将按照本订单中所指定国际贸易术语而转移给采购方。在不存在上述信息的情况下，可适用的国际贸易术语将为FCA（“货交承运人（指定地点）”）。货物的所有权将按照本订单规定，随同风险一并转移。

11. 保证。除了本订单或适用法律中包含的任何其它保证，供应方还保证，按照本订单提供的货物或服务均：(i) 适合并足以达到预期目的；且 (ii) 符合本订单中规定的或由采购方另行提供给供应方的规格、图纸、样品、电子文档、文件、说明书、设计描述、相关行业性能标准或其它描述内容（如有）（以下统称“规格”）。未经采购方事先书面批准，供应方将不对任何规格进行变更或修改。会影响产品性能（尤其是原产地、配料或加工工艺）的任何变更只有经采购方事先书面批准后才可实施。所附的任何规格均在此构成本订单的一部分。供应方将在开始履行本订单之前，将制造商手册、图样、设计、图纸、文件、安装说明书和维修保养手册的副本提交给采购方审批。供应方应对其所提供的任何图纸、计算或详情中的所有错误或遗漏负责，无论采购方是否审批了上述信息。货物和服务将在下述基础上提供：即供应方具备履行本订单所需的各方面专业技能，且已被充分告知采购方采购货物或服务的具体用途。

供应方向采购方保证，依据本订单而供应给采购方的任何货物均：(i) 为可销售的货物，具有良好的质量，不存在任何明显或潜在的缺陷，（对于食品而言）卫生且适合于人类或动物食用（视具体情况而定）；(ii) 在无任何污染、微生物或其它问题的设施中或条件下，以适当注意并采用必要的卫生和质量控制措施而种植、养殖或制造；且 (iii) 按照适用的法律（包括货物最终目的地的法律）而加工或生产，并未掺假、错标/盗用品牌或错贴标签，且不含有未向采购方披露的、和未经对上述货物具有管辖权或职权的所有相关政府机构适当批准或认证可加入上述货物中作为配料的任何成份、颜色添加剂、化学品或元素。供应方同意将尽合理努力寻求独立认证，以证明供应方的食品安全和质量管理体系符合食品安全法律。一旦收到独立认证机构签发的认证证书或不予认证认定书，供应方将向采购方提供上述证书或认定书的复印件。

供应方还保证：(i) 其将适合、有能力且有资质履行本订单项下义务；(ii) 拥有绝对的、完好的对所供应货物的所有权，且在交付时货物将不存在任何留置权、担保权益或其它任何类型的负担；(iii) 将符合货物或服务供应或接收地的所有适用法律，包括与出口管制、进口、海关和经济制裁、反腐败、反贿赂、专利、商标、版权、税、食品安全、劳动和劳动安全、环境、消费者权利、标签或电气标准有关的任何法律；(iv) 将符合所有自愿性质的行业标准、规范或其它义务，例如：制造业经营适用的健康与安全标准，且 (v) 货物的供应和服务的履行将不会导致任何人员违反任何法律或侵犯第三方权利。

采购方有权采取合理措施以确保本订单得到完全履行。采购方可以采取的合理措施包括但不限于：(i) 在服务项目验收之前，要求供应方提供其实际履行了本订单项下的服务项目且相关履行符合本订单要求的证明或支持材料，证明或支持材料的具体要求由采购方自行决定并另行通知供应方。

举例说明，如果供应方提供的是会议/差旅服务，则证明或支持材料应包括但不限于酒店住宿、场租账单及发票，饭店餐饮发票，实际承运人开具的交通费发票（如租车，需附时间、乘坐人员和路线）等；且发票应为符合财务核销规定的正式增值税专用发票；(ii) 在订单持续期间及订单完成后三年之内，采购方的内部和外部审计人员有权获得供应方与履行本订单有关的全部账簿、文件、公文和记录，并可视情况进行实地核查，供应方应全力配合与协助。如果供应方无法提供令采购方满意的证明其完全履行了本订单的支持材料，在不减损第24条规定的前提下，采购方有权全部或部分拒绝验收服务项目，并有权拒绝支付全部或部分服务费。如果发现供应方提供了伪造或虚假的证明或支持材料，则采购方有权要求供应方退回已收取的服务费，服务费尚未支付的不再支付，并有权要求供应方支付服务费总额30%的违约金。

在不损害本订单、主协议（如果存在）或适用法律项下采购方可能享有的任何其它权利或救济的前提下，如果任何货物或服务不符合本订单中包含的任何保证（即使在货物或服务已经被采购方验收、付款或使用之后），或供应方未遵守本订单项下的任何条款或保证，则采购方可自行决定行使下列一项或多项救济：(i) 全部或部分撤销本订单；(ii) 要求供应方自负费用对不合格情况、故障或缺陷进行修复；(iii) 要求降低采购价格；(iv) 按照第12条规定而拒收货物或服务；(v) 拒绝接受任何进一步的货物交付或服务履行；(vi) 在供应方承担费用的前提下开展为了使货物或服务符合本订单规定而必要的任何工作；以及 (vii) 就任何和所有相关损失提出索赔。

12. 检验和拒收。即使存在任何预付款，所有货物和服务均应在抵达最终目的地、交付或履行（视具体情况而定）后接受检验和测试，且对于货物而言，如果其将被合并入某个运行设施中，则检验和测试可在货物安装完毕后在运行条件下进行。如果本订单正面已经规定或引用了具体的验收测试程序或验收标准，则供应方和采购方（或双方中的任何一方，视具体情况而定）将开展与验收程序有关的活动。如果在上述测试过程中，货物未能符合验收标准，则供应方将在无须采购方承担费用且经采购方事先同意的情况下，对货物进行必要和适当的修正、调整或变更，以使其合格。如果在检验或测试过程中，货物或服务或其中任何部分被发现不合格、不令人满意、存在缺陷、质量或工艺低劣、或不符合任何保证或适用的规格或不符合采购方或本订单的任何其它要求，则在不损害任何其它权利或救济的前提下，采购方可拒收货物或服务（全部或部分），并在由供应方承担风险和费用的情况下退还给供应方，且供应方应立即就所退还的货物或服务向采购方全额退款。此外，采购方还可行使下列一项或多项救济：(i) 全部或部分撤销本订单；(ii) 在部分拒收的情况下要求降低采购价格；(iii) 拒绝接受任何进一步的货物交付或服务履行；(iv) 在供应方承担费用的前提下开展为了使货物或服务符合本订单规定而必要的任何工作；以及 (v) 就任何和所有相关损失提出索赔。对货物或服务进行的任何检验、未能检验、验收或付款均不免除本订单项下应由供应方承担的任何保证或其它规定，亦不损害采购方拒收不合格货物或服务或就不合格货物或服务而提出索赔的权利。被采购方拒收、由供应方占有或控制、且采购方认定无法再修复或挽救的任何货物（在本条规定中包括在制品）均将由供应方自负费用以绝对不会被人类再使用或（除非采购方另有同意）被动物食用的方式处置。如果采购方认定上述货物（或在制品）还可以再修复或挽救，供应方将去除上述货物上的所有采购方标识，并按照采购方和供应方之间的书面约定进行处置。供应方将立即从采购方的场所撤回被拒收的货物，除非供应方明确请求采购方暂时储存上述货物，但相关费用和风险应由供应方承担。对于未在拒收通知出具后一个星期内被收回的拒收货物，采购方保留对其收取储存费的权利。

上述与接收、检验、测试、验收或拒收有关的任何活动均可由采购方的关联公司或由采购方指定的任何第三方执行，且将被视为如同由采购方执行一般，且与采购方执行具有相同效力。

13. 配料和货物的可追溯性。供应方将始终能够提供与货物配料的确切原产地和货物物流情况有关的细节和数据，以便在出现质量问题的情况下，确保所使用的配料可被追溯并保证货物可被有效召回。

14. 产品召回。如果供应方得知不再由供应方控制的任何货物存在任何不合格情况或任何缺陷，且供应方合理认定上述缺陷或不合格情况已经或可能给消费者带来健康或安全风险，或可能导致执法部门采取行动，或可能导致采购方或其关联公司遭受公众舆论或公众争议风险，则下列规定将适用：(i) 一旦得知上述问题，供应方将立即通知采购方。上述通知将至少包含：a) 所涉及货物的名称和数量，b) 任何相关代码信息（如果存在），c) 有助于对货物（或其中含有上述货物的产品）进行追踪的任何其它相关信息；(ii) 供应方和采购方的代表将尽快举行会议，以商定为了解决因上述缺陷或不合格情况所产生的问题而应由供应方采取的措施；(iii) 采购方将有权要求立即对货物进行停产、撤回和销毁。

不限于上述原因，如果采购方自行决定启动货物（或其中含有上述货物的产品）的召回、撤回或销毁行动，或具有管辖权的政府部门命令或建议进行召回，则供应方还将全力配合采购方，并与采购方共享所有信息。

如果由于供应方违反本订单项下义务或保证或由于供应方、其雇员、代理、承包商或代表的任何疏失或违法行为，导致采取措施、出现问题或进行召回，则所有召回相关费用（例如召回产品的运输、储存、管理和销毁成本）以及采购方、其关联公司或受影响的第三方所遭受的所有损失均将由供应方承担和赔偿。

15. 采购方的资料。由采购方或其关联公司拥有且由于本订单而由采购方提供给供应方或被供应方掌握的任何资料均将始终属于采购方的财产。该等资料包括任何打印工具或模具、图形、图纸、模型、照片、软件、设备、包装、产品、原型、样品、原材料、成份和促销资料。供应方将：(i) 仅将上述资料用于履行本订单项下义务；(ii) 一旦采购方提出要求或一旦本订单完成或终止，立即将上述资料归还给采购方；(iii) 供应方自行承担风险安全保管上述资料，将上述资料注明为采购方的财产，且不得将上述资料披露或转让给任何第三方；(iv) 始终将上述资料维护在良好状态，直至退还给采购方；(v) 除非按照采购方的书面指示，否则不对上述资料进行处置、使用、修改或编辑；(vi) 不对上述资料进行或使其被进行逆向工程、反编译、分解、复制、再处理或分区备份；且 (vii) 仅将采购方提供或批准的资料用于采购方和/或采购方产品的广告或促销活动（若本订单

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涉及此类服务)。

16.知识产权。供应方理解，采购方或其关联公司所拥有或获得许可的任何知识产权(“采购方知识产权”)均为有价值的资产。因本订单而与供应方共享的任何采购方知识产权均将被供应方仅用于本订单项下货物或服务。为了确保采购方知识产权得到保护，供应方承诺，未经采购方的事先书面批准，供应方不得将基于本订单而购买且使用了任何采购方知识产权的货物或交付物出售或以其他方式分销给采购方或其关联公司之外的任何人员。本订单中的任何规定均不得被解释为将采购方知识产权为供应方之利益而授予任何明示或暗示的许可、所有权或其它权利，但本订单中另有规定或双方当事人另有书面明确约定的除外。

供应方同意，在履行本订单过程中或应采购方的请求而开发的，与采购方的产品、配方、包装、技术、工艺、规格、或其它采购方知识产权或机密信息有关的所有知识产权，包括其任何改进和修改(“新开发知识产权”)均将属于采购方或其各个关联公司的独家财产(上述权利包括但不仅限于对新开发知识产权进行保护登记的权利)。如果新开发知识产权并未自动归属于采购方，供应方在此不可撤销地向采购方(或其各个关联公司)转让上述新开发知识产权的所有权利、所有权和利益，并将签署(且将安排其雇员签署)为了使本条规定生效而必要的所有文件。供应方同意将按照采购方规定的语言和格式，向采购方书面提供与新开发知识产权有关的全部完整信息和文件。供应方承诺：(i)不将新开发知识产权直接或间接地用于履行本订单之外的任何其它用途，但事先获得采购方书面同意的除外；且(ii)将对新开发知识产权进行保密，且不对新开发知识产权进行任何保护登记。

供应方保证，本订单项下由供应方(无论单独还是与他人合作)创建、制作、构思、开发或编写的任何交付物，包括任何有形和无形的工作成果、草图、图纸、设计、图片、胶片、照片、影像、记录、视频、音乐、计划、技术图纸、发明、发现、改进、技术诀窍、计算机程序(包括任何源和目标代码)以及任何其它创作作品或文件，均将为原创作品。供应方还保证，依据本订单而创建的所有成果、本订单项下货物或服务的提供以及采购方或其关联公司对交付物的使用或利用均不会侵犯任何第三方权利，包括属于第三方的任何知识产权。

在本订单出具之前供应方或其关联公司所拥有或获得许可的任何知识产权或由供应方或其关联公司在本订单之外独立开发的任何知识产权(“供应方知识产权”)仍归供应方独家所有。如果采购方或其关联公司对货物或服务的利用需要用到任何供应方知识产权(包括任何软件、源代码或目标代码)，则供应方在此向采购方及其关联公司授予一项全球范围内非独占、已全额付清许可费、不可撤销且永久的许可，允许采购方及其关联公司在为充分利用或使用货物或服务而必要的范围内，使用上述知识产权。

供应方在此陈述，其已经充分调查研究了所有规格，且基于上述调查研究、其以往经验以及其对货物或服务的充分了解，供应方已经认定，按照上述规格而对货物或服务进行生产/提供，以及对货物或服务的使用或利用将不会侵犯任何第三方的任何知识产权。

供应方将赔偿、保护和使采购方及其股东、关联公司、管理人员、董事、代理人和雇员(“采购方受偿人员”)免受因任何侵犯或被宣称侵犯第三方知识产权而产生的任何和所有索赔、成本和责任(包括律师费和诉讼费)。如果采购方根据其自由裁量而提出要求，供应方将自负费用为采购方和采购方受偿人员进行抗辩。无论在任何情况下，采购方或其关联公司均无须就知识产权侵权或宣称侵权行为而向供应方承担责任；而且，如果采购方或其关联公司被禁止经营、使用或销售本订单项下的相关货物或服务或其任何部分，供应方将自负费用，采取所有合理可能的措施，促使采购方和其关联公司获得上述货物或服务的经营、使用和销售权利。如果供应方无法在合理时间内促使获得上述权利，则供应方将立即自负费用：(i)修改上述货物或服务(或其中任何部分)以避免侵犯任何知识产权；或(ii)用不会侵犯任何该等知识产权的货物或服务替换上述货物或服务(或其中任何部分)；或(iii)去除上述货物或服务(或其中任何部分)，退还采购方就上述货物或服务(或其中被去除的任何部分)而向供应方支付的款项以及支付或承担的运输成本和其它费用。如果上述措施无法实施，则采购方可终止本订单，且采购方和采购方受偿人员此前已经获得的权利、有权获得的赔偿金和利益均不受任何影响。

供应方应确保载有采购方知识产权的所有拒收材料、废弃物和废料(包括包装材料)均将按照采购方的指示，以绝对不能被重新使用的方式而销毁和处置。供应方不得将载有采购方知识产权的包装材料出售给第三方，亦不得将上述包装材料用于履行本订单项下义务之外的任何其它用途。严禁未经授权而销售或使用上述包装材料。

17.终止。除了本订单中提及的其它原因，采购方还将有权以下述理由终止本订单以及采购方和供应方之间的所有其它订单：(i)如果供应方无力偿债或破产，则采购方可立即向供应方出具书面通知而终止订单；(ii)如果供应方未履行或未遵守本订单的任何规定(包括违反本订单中规定的任何保证)，且上述违约行为无法纠正，或可纠正但并未在采购方出具书面通知指出上述违约行为并要求纠正后15个工作日内被纠正；(iii)如果采购方认定供应方损害了或可能损害采购方的品牌、商誉或声誉，或如果采购方基于合理理由对供应方处理业务的方式不满意且采购方认定供应方并未在采购方出具相关书面通知之后规定期限内采取必要措施纠正上述情况；(iv)如果采购方决定变更其采购策略、商业模式或要求，则采购方可提前30日书面通知供应方而终止订单；或(v)如果供应方处置其全部或部分业务(向其关联公司出售的除外)，或如果出现供应方法定或受益所有权的直接或间接控制权变更在计划中或已经完成的公告，则采购方可提前30日书面通知供应方而终止订单。采购方无须因上述终止而向供应方承担任何责任或义务；但是，采购方可自行决定，向供应方支付截至终止之日供应方因履行本订单而实际产生且业经采购方批准的直接付现成本，在此种情况下，截至终止之日的所有成品货物、完工服务或在制品均将成为采购方的财产，且供应方将在合理的期限安全保管上述货物，直至收到采购方的书面装运或其它处置指示。上述终止权将是采购方的其它法定权利和救济(无论是否在本订单中规定，包括主协议(如果存在)中规定的权利和救济)的补充。

如果本订单终止，无论由于任何原因，供应方均将提供采购方所合理要求的协助，以确保采购方指定的继承人能够接手本订单项下供应方的义务。无论由于任何原因而终止本订单，均不影响采购方在终止之前已经产生的权利和职责。即使在本订单终止或到期后，本订单中以明示或默示将在终止后仍然有效的规定将继续有效和可执行。

本订单终止后，本订单中因其性质决定了其在本订单终止后仍应继续有效的任何规定将继续有效。

18.赔偿。供应方将赔偿、保护和使采购方和采购方受偿人员免受由于供应方对本订单的全部或部分履行直接或间接导致的或与之有关的，或由于供应方(通过作为或不作为)违约或违反本订单项下义务或保证而导致的任何和所有索赔(包括联邦、国家、州、省或地方政府或其任何代理机构或下属部门提出的索赔)、要求、诉因、损失、损害、责任、费用、合理律师费或任何义务(包括但不仅限于财产损毁、人员伤亡、利润损失、产量损失、生产中断和合同违约金)。如果采购方根据其自由裁量提出要求，供应方将自负费用为采购方和采购方受偿人员进行抗辩。

19.保险。供应方将在本订单履行期间维持一般责任保险(包括产品责任保险)、足以涵盖本订单项下供应方责任或本订单正面规定的其它保险以及适用法律所要求的任何其它保险。所有保险均必须由供应方从声誉良好且实力雄厚的保险公司获得。一经采购方要求，供应方将立即向采购方提供相关保险证书以及保险费支付凭证。保险并不免除供应方的责任，且不得被解释为或构成对上述责任的限制。

20.不可抗力。应急预案。对于因不可抗力事件而导致未履行或迟延履行本订单项下义务的情况，采购方或供应方均无须承担任何责任。受到不可抗力事件影响的一方将立即采用其可能采取的最快通信方式通知另一方，说明不可抗力事件的具体情形，并将在不可抗力事件(或其对该方的影响)消减后立即通知另一方。只要上述不可抗力事件的发生已被证实或可被合理证实，受影响的一方将无须就上述未履行或迟延履行本订单的情况向另一方承担任何责任。如果供应方对本订单的履行因不可抗力事件而被推迟或阻止，则采购方将无义务就未实际供应或提供的任何货物或服务而向供应方支付任何价格。如果发生不可抗力事件，采购方将有权推迟货物或服务的交付日期或撤销本订单或减少货物或服务的数量。对于供应方因任何不可抗力事件而遭受的任何成本或费用，采购方无须向供应方承担任何责任。但是，如果履行迟延超过30日，等待履行的一方将有权经提前5日书面通知另一方终止本订单，且无需对该声称受不可抗力影响而迟延履行的一方承担任何进一步义务。对于上述未履行、未履约或迟延履行的情况，如果(i)阻止出现该等未履行、未履约或迟延履行情况是本订单项下的一项义务；(ii)未履行或迟延履行情况是由于未履约方或其人员的过错而导致；(iii)未履行或迟延履行情况可通过采用受影响方所在行业的人员和实体通常采用的合理预防措施而预见、做好应对准备或阻止；且(iv)未履行或迟延履行情况可由未履约方通过采用备选供应商、变通方法/应急方案或其它手段而合理避免，则未履约方不得被免除责任。

21.人员。供应方将自行负责就聘用其自身人员以及其分包商的人员有关的所有法定和劳动义务，且上述人员与采购方或其代表不存在任何关系。如果其雇员或其分包商的雇员针对采购方或采购方受偿人员提起任何劳动、民事或其它事项的索赔、指控或诉讼，供应方应独自承担全部责任。此外，供应方承认，对于被供应方或其分包商指派负责开展履行本订单相关的活动的人员所发生的任何事故、损害、职业病或死亡，采购方和采购方受

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浦东自由贸易试验区 - No.10



偿人员均无须承担任何责任。如果本订单中明确指定应由供应方的具体人员负责履行服务，则未经采购方事先书面批准，供应方不得替换上述人员。

22. 保密。供应方承认，在提供本订单项下货物或服务的过程中，其可能接触或收到采购方或其关联公司（或其供应商或顾问）认定为机密或专有的某些信息，包括但不限于规格、与采购方的制造工艺、设备、技术诀窍、技术、配料、配方、程序和标准有关的信息，与采购方产品的生产和包装有关的信息或其它信息（以下统称“机密信息”）。供应方同意，所有上述机密信息均将由供应方及其人员、代理和代表严格保密，不披露给任何第三方，且仅用于与履行本订单有关的用途。供应方将确保上述人员、代理、代表或分包商均遵守相同的保密义务。供应方不得将其在担任采购方的供应商期间获得的任何机密信息披露给与采购方无关的任何人员，但仅在具有管辖权的法院或监管机构命令披露时除外。一旦接到上述命令，供应方将立即通知采购方，以确保采购方有机会提出质疑和反对。供应方仅可将机密信息披露给其内部组织中与履行本订单直接有关且已被告知本订单项下供应方义务的人员。供应方同意，一旦其不再担任采购方的供应商，或一旦采购方提出要求，供应方应立即将机密信息归还给采购方，且不得保存机密信息的任何备份、图纸、蓝图或其它复制品。未经采购方书面授权，供应方不得在任何广告、促销视频、网站、宣传单或出版物中提及与其与采购方的业务关系或使用采购方的知识产权或采购方的名称。供应方及其雇员将对采购方向其提供的信息系统登录密码（如有）一直保密。严禁共用密码。供应方将不允许利用/对采购方的设施、设备、产品或工艺（或其中任何部分）制作任何照片、底片、电影胶片、录像、复印件、草图或笔记。本订单到期或终止后，本条规定将继续有效。

23. 信息保护。供应方将始终遵守所有适用的信息保护法律，特别是将采取适当的技术和组织措施以及实施充分的安保方案和程序，以确保因本订单的谈判和履行而由采购方提供或由供应方获得的任何个人信息（“个人信息”）不会被意外、未经授权或非法丢失、修改、披露、查阅或处理。此项义务应适用于个人信息的收集、存储、使用和传输。供应方仅可将个人信息披露给为了适当履行本订单项下义务而必须了解上述信息的雇员和承包商。供应方应确保获知上述个人信息的所有人员和任何第三方均对上述资料进行保密并确保该等信息的安全。一旦本订单终止或一旦采购方提出要求，供应方应立即归还或销毁所有个人信息。

24. 审查权。在合理提前通知供应方后，采购方将有权亲自或委托其代表（包括经授权的第三方）进入供应方用于加工、生产或包装货物或履行服务的相关场所，以验证供应方是否遵守本订单、适用法律和第25条中提及的雀巢政策。在上述情况下，供应方将出示其相关书面记录，并将允许采购方查阅相关原材料、包装材料和供品以及相关生产和仓储设施。采购方及其代表将有权在工作时间内对生产程序进行监督并采取样本。审查将不以任何方式免除供应方的义务或责任。在危及公共健康或食品安全的情况下，则无须事先通知即可进行审查。如果审查结果表明供应方未遵守其义务、职责、保证或承诺，采购方可自行决定：(i) 立即撤销本订单；或 (ii) 给予供应方合理的宽限期以纠正问题。在后一种情况下，如果供应方未在规定期限内纠正问题，则除了其它可获得的任何救济之外，采购方还将有权经说明理由立即终止本订单。为了保护采购方的知识产权，采购方将有权对供应方或其分包商占有且载有该等知识产权、设计和印刷工具的包装材料进行状态监督。供应方承认，为了上述目的，采购方有权无须事先通知即进入供应方及其分包商的设施和场所进行审查。

25. 雀巢政策。供应方、其关联公司、分包商和次级供应商均应遵守《雀巢责任采购标准》（更新于www.nestle.com/suppliers）。根据雀巢的要求，供应方应：(i) 在其生产或履行产品或服务的场所，自担费用进行道德审计（SMETA, RBA, Ecovadis或雀巢指定的其他审计）。该等审计将由雀巢认可的公司执行，供应方将通过SEDEX（或雀巢指定的其他方式）分享审计结果；和/或 (ii) 按照www.mygfsi.com/certification/recognised-certification-programmes.html

所示，在其生产产品的地点，自担费用进行一项GFSI认可的食品安全和质量认证。该审计将由经认可的认证机构进行；(iii) 提供可追溯至产品原材料的原产地的信息，并证明原产地道德实践在持续改进。

26. 变更。采购方将有权对本订单中的下列内容进行变更：(i) 规格；(ii) 运输或包装方法；(iii) 检验、验收或交付地点；(iv) 交付时间表；以及(v) 数量，但数量的上下浮动不超过20%。供应方将在收到上述变更通知后7日内，以书面方式通知采购方是否供应方需要基于上述变更通知而调整订单价格或履行时间，且上述价格或履行时间调整只有在采购方书面同意后才具有约束力。供应方未出具上述通知将构成供应方对变更通知内容的接受，且意味着供应方同意在不对价格或交付日期进行调整的情况下完成经变更的订单并受到本订单的所有其它义务的约束。

27. 税费。除非采购方另行书面同意，本订单中的价格将不含增值税，但包含所有其它税费。是否包含关税将取决于具体采用的国际贸易术语。在中国注册的供应方将向采购方提供正式有效且正确的增值税专用发票，以使得采购方能够申请增值税退税（如有）。采购方将尽力确保代扣代缴的任何税费为适用法律允许范围内的最低金额，并将提供所有必要的文件，以使供应方能够依据相关税收条约（如有）申请退税。供应方将负责承担无法收回的任何预扣税。本条中，预扣税应指法定、政府或其它机关就采购方向供应方支付的款项而征收的任何预扣税或其它扣除和义务。

28. 通知。如果采用书面形式且发送至本订单正面注明的地址，则按照本订单必须或允许出具的任何通知或其它函件均将被视为有效出具。采购方和供应方可通过上述通知，指定其用于接收通知或其它函件的其它地址。

29. 适用法律和管辖权。本订单将受中华人民共和国法律管辖并依据该等法律解释，但不考虑其中的法律冲突原则。《联合国国际货物销售合同公约》将不适用于本订单。

如果采购方和供应方各自的关联公司，或供应方与采购方的关联公司，或采购方与供应方的关联公司，已经签订第1条中提及的主协议，则在启动下一段中提及的程序之前，本订单项下采购方和供应方之间的任何争议均将交由各自的关联公司处理，且上述关联公司只有在通过直接协商无法达成一致的情况下才启动上述程序。

因本订单产生或与本订单有关的任何争议均将被提交给中国国际经济贸易仲裁委员会，由该会按照其当时有效的仲裁规则通过仲裁解决。仲裁将在北京使用中文进行。仲裁裁决是终局的，对双方当事人均具有约束力。胜诉方将有权向败诉方索赔合理的律师费和调解成本。

30. 杂项。(i) 只有在采购方和供应方书面协商一致的情况下，方可对本订单进行修订。如果本订单正面的条款和条件与本文件中的条款和条件之间出现冲突，应以订单正面的条款为准；(ii) 即使本订单的某项规定全部或部分无效，本订单其它规定的有效性或可执行性不受任何影响；(iii) 本订单中的任何内容均不意在或不得被视任何在采购方和供应方之间建立任何合伙企业或合资公司，或导致供应方成为采购方或其关联公司的代理，亦不是授权供应方代表采购方做出或订立任何承诺；(iv) 采购方放弃本订单中任何条款、条件或规定不得被解释为放弃本订单中的任何其它条款、条件或规定，且不得被视为放弃对今后违反同一条款、条件或规定的进行追究的权利，亦不得被视为放弃任何后续订单中的任何规定；(v) 未经采购方事先书面同意，供应方不得将本订单项下的任何职责进行委托，亦不得将本订单项下的任何权利或索赔权进行转让，且未经上述事先书面同意而进行的任何上述委托或转让均将无效。采购方针对上述转让而给出的同意将不以任何方式免除供应方的责任。在事先通知供应方后，采购方可将其于本订单项下的权利和义务（包括其专有权利）以及其作为本订单一方的地位全部或部分转让或委托给其目前或今后存在的任何关联公司；(vi) 供应方将始终全权对其代理、分包商和下级供应商的作为或不作为负责，并对上述人员的行为承担全部责任。供应方将妥善管理其代理、分包商和下级供应商，确保上述人员遵守采购方的标准，向上述人员采购材料、付款，并妥善解决与上述人员的所有争议；(vii) 对于在采购方的场所中开展的工作，供应方将遵守采购方上述场所当时有效的安全安保规章制度。如果供应方的人员未按上述规定行事，会导致采购方要求供应方立即停止工作或将上述人员撤出采购方的场所，且供应方应在无需采购方承担额外费用的前提下提供合适的替换人员。供应方不得就因该等情形造成的时间损失而要求延期、增加费用或获得补偿。供应方应确保上述场所和所有工作均不存在任何留置权，且在采购方书面验收合格之前，工作的风险将由供应方承担；(viii) 采购方在此保留其依据法律或衡平法则而享有的所有其它权利和救济；(ix) 如果供应方为某个合伙企业的一部分或由不止一个实体构成，则本订单项下供应方的责任将系上述实体的共同连带责任。向其中任何一个实体送达的任何通知均将对所有实体均具有约束力；(x) 供应方保证，不存在将阻止其按照本订单规定向采购方提供服务或交付货物的任何承诺或其他情况（包括任何利益冲突）。一旦得知存在或可能存在任何利益冲突，供应方将立即书面通知采购方。在收到上述通知后，采购方将自行决定所采取的行动；(xi) 供应方将书面通知采购方：a) 在本订单履行期间所出现的，且与环境法律或环境保护有关的违规行为或事件，以及b) 与供应方的活动或其对环境的影响有关的、且可能对本订单的执行产生任何影响或后果的任何检查或行政程序；(xii) 本订单中的任何内容均不得被解释为向供应方授予货物或服务的独家供应权；(xiii) 本订单以英文和中文两种语言书就。若两种语言文本发生冲突，以英文为准。

201206

上海雀巢产品服务有限公司  
浦东自由贸易试验区 - No.10



The Nestlé Supplier Code:

The Nestlé Supplier Code establishes non negotiable minimum standards that we expect our suppliers to adhere to. The Code can be viewed on [www.nestle.com/suppliers](http://www.nestle.com/suppliers).

By acceptance of this purchase order/contract, the Supplier commits to the requirements stipulated in the Code. In case of non-compliance with or rejection of a requirement, the Supplier is obliged to notify the Nestlé buyer.

雀巢供应商规范

‘雀巢供应商规范’确立了我们期待供应商遵守的不容讨价还价的最低标准。本规范可在 [www.nestle.com/suppliers](http://www.nestle.com/suppliers) 浏览。

供应商在接受采购订单或合同时即表示承诺遵守本规范所确定的要求。如不遵守或反对某条要求，供应商有义务通知雀巢的采购人员。

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Nestle's Signature (or Chop)

雀巢公司签名 (或盖章)

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Supplier's signature (or Chop)

供应商签名 (或盖章)