

APPLICABILITY

适用范围

1. These General Conditions shall apply on all purchases of goods made by Nefab Packaging Engineering (Wuxi) Co., Ltd. and/or any of its affiliates (the “Buyer”) from its suppliers (the “Seller”). Deviations from these General Conditions shall not apply unless specifically agreed in writing by authorised representative of the Buyer.

本一般条款适用于耐帆包装工程(无锡)有限公司和/或其关联公司(以下简称“买方”)向其供应商(以下简称“卖方”)购买的所有货物。除非经买方授权代表书面同意,否则与本一般条款有差异的条款均不适用。

2. It is acknowledged that any affiliate of Nefab Packaging Engineering (Wuxi) Co., Ltd. may purchase goods from the Seller on the same terms and conditions as stated herein. Nefab Packaging Engineering (Wuxi) Co., Ltd. takes no liability or responsibility for any of its affiliates.

双方均认可耐帆包装工程(无锡)有限公司的任何关联公司可以按照本协议规定的条款和条件从卖方购买货物。耐帆包装工程(无锡)有限公司对其任何关联公司的行为不承担任何责任。

3. The Order (as defined below), these General Conditions, any agreed written specification or any other agreement, promises or undertakings made in writing by the Buyer in whatever form shall constitute the full agreement in relation to purchase of goods by the Buyer from the Seller (the “Contract”). The Buyer shall be bound by no other terms and conditions than those set out in the Contract.

订单(定义如下)、一般条款、任何商定的书面规范或买方以任何形式作出的书面协议、承诺和保证构成买方从卖方处购买货物的完整协议(“合同”)。买方不受本合同规定以外的任何其他条款和条件的约束。

ORDERS

订单

4. A binding Contract shall be deemed to be concluded upon confirmation by the Seller of a purchase order from the Buyer (the “Order”), or, if no confirmation has been issued, upon the expiry of five (5) working days after the Seller’s receipt of the Order. If the Seller would like not to be bound by the Order or if it wants to include any other conditions or change price, quantity or anything else contained in the Order it must clearly inform the Buyer that the Order is refused and also state the reasons therefore. Deviations made in the form of a “confirmation” that does not correspond with the Order are not valid. The Buyer will not be bound by anything contained in the order confirmation made by the Seller if it deviates from the content of the Order, unless the Buyer issues a written confirmation hereof to the Seller.

卖方确认买方的采购订单(“订单”)后视为双方订立了具有约束力的合同,如果卖方在收到订单后五(5)个工作日内未进行确认,则视为合同已经订立。若卖方希望不受订单约束,或希望在订单中增加其他条件或更改价格、数量或任何其他内容,必须明确通知买方订单被拒绝并说明原因。以“确认书”形式作出的与订单不符的条款无效。如果卖方在“确认书”中的任何内容偏离订单内容,除非买方书面同意,否则买方将不受其约束。

5. The Buyer may change or cancel an Order in whole or in part.

买方可更改或取消全部或部分订单。

6. No forecast, provided by the Buyer, shall be considered binding or be interpreted as an undertaking to purchase such amounts of goods from the Seller.

买方提供的任何预测均不可被视为具有约束力或被解释为从卖方购买该数量货物的承诺。

DELIVERY

交付

7. Where a trade term has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at the formation of the Contract. If no trade term is specifically agreed, the delivery shall be DAP Buyer’s location (defined INCOTERMS 2020, as amended).

如果合同中约定了货物交付条款,则应根据合同订立时有效的贸易条款对其进行解释。如果未明确约定任何贸易条款,则交付地点应适用 DAP 买方所在地(按 2020 年 INCOTERMS 进行定义)。

8. All goods shall be delivered not later than on the date stated in the Order. The Seller is aware that the Buyer may suffer damages as a result of late delivery, even if the delay is only attributable to part of the goods.

卖方知晓买方可能因延迟交货而遭受损失,即便只是部分货物延迟交货。因此,所有货物应不迟于订单中规定的日期交付。

9. If the Seller finds that it will not be able to meet the agreed delivery date it shall immediately notify the Buyer thereof in writing, stating the cause of the delay and indicating the date on which it expects to be able to deliver.

如果卖方发现不能按约定日期交货,应立即以书面形式通知买方,说明延误的原因,并告知预计能够交货的日期。

10. Should a delivery or part-delivery be delayed, the Buyer shall be entitled to demand that the Seller perform his duties under the Contract, or, if the delay is not insignificant to the Buyer, cancel the Contract upon giving written notice thereof to the Seller.

如果货物全部或部分延迟交付,买方有权要求卖方承担违约责任,如果延迟交货对买方来说产生任何影响,买方有权在书面通知卖方后取消合同。

11. In addition, the Buyer shall be entitled to liquidated damages amounting to 5% of the value of the delayed goods for each commenced business day of delay calculated from the agreed date of delivery to the date of actual delivery. The Buyer shall have the right to set off liquidated damages against the Seller’s invoices. The Buyer is entitled to additional compensation for the cost, loss and damage it suffers due to the delay of the goods to the extent such cost, loss or damage exceed the liquidated damages.

此外,自约定交货日起,每延迟一个工作日,买方有权获得相当于延迟交付货物金额 5% 的违约金。买方有权在应付金额中抵扣违约金。若该违约金不足以弥补买方就其因货物延误交付而遭受的支出、损失和损害的,卖方应当补足。

NEFAB GENERAL CONDITIONS OF PURCHASE (THE “GENERAL CONDITIONS”) 耐帆一般采购条款 (“一般条款”)

Valid from 2021-06-01 2021年6月1日起生效

12. If the buyer is unable to receive the goods on the delivery date, upon the buyer's request, the seller must store and maintain the goods in a marketable state.

若买方无法在交付日接收货物，经买方要求，卖方须存放并维护该货物，使之处于可适销状态。

PRICE

价格

13. If no price is stated in the Contract, the Seller shall invoice the Buyer according to the lowest market price at the time of the Order. All prices are exclusive of VAT. The Buyer shall pay applicable VAT and customs duties. The Seller shall pay all other taxes, fees and other levies and charges of whatever nature. The Buyer will not accept any fees or costs for packaging unless agreed to in writing.

如果合同中未规定价格，卖方应按订货时最低市场价格向买方开具发票。所有价格均不含增值税。买方应支付相应的增值税和关税。卖方应支付所有其他税费和其他任何性质的费用。除非有书面约定，买方不支付任何包装费用。

PAYMENT

付款

14. The Seller may not issue an invoice prior to delivery of the goods to the Buyer.

卖方不得在向买方交付货物之前开具发票。

15. Payment terms: 90 days net from such date as the Buyer has received a correct invoice according to Buyer's instructions. Invoices shall state Buyer's Order number or other clear reference to the Contract.

付款条件：自买方收到根据买方指示出具的正确发票之日起90天内付清。发票应注明买方的订单号或其他合同明确提及的编号。

16. The ownership of the relevant parts of the goods will be transferred to the Buyer at the following times (whichever is the earlier):

- when the price of the relevant parts of the goods is paid; and
- when the goods are delivered at the agreed receiving place.

货物相关部分的所有权将在以下时间（取其中较早时间）转移给买方：

- 支付该货物相关部分的价款时；及
- 在约定收货地点交付该货物时。

17. The risk of the goods is transferred to the Buyer from the date of delivery.

货物的风险自交付之日起转移至买方。

PACKING AND LABELLING

包装和标签

18. Packing and package shall be in accordance with specific instructions from the Buyer. If no specific instructions have been given by the Buyer, the packing and package shall give the protection required to prevent damage to or deterioration

of the goods during transport, and shall comply with national or industry standards. All goods shall be identified with part and Order numbers or other clear reference to the Contract. All goods must be identified with a label including:

- Nefab Purchase order;
- Supplier delivery note;
- Nefab Item number;
- Supplier Item number; and
- Goods quantity per pallet/bundle.

包装方式和包装材料应符合买方的具体指示。如果买方没有给出具体指示，则卖方所采取的包装方式应保证足以防止货物在运输过程中损坏或变质，且符合国家或行业标准。所有货物应标明零件号和订单号或其他合同明确提及的编号。所有货物必须贴上标签并注明以下内容：

- 耐帆采购订单；
- 供应商交货单；
- 耐帆项目编号；
- 供应商项目编号；和
- 每盘/捆的货物数量。

MATERIAL COMPLIANCE

材料合规性

19. The packaging material must be in compliance with environmental regulations, including but not limited to the banned and restricted materials list. (https://www.nefab.com/globalassets/nefab.com--group-site/documents/nefab_restricted_material_list.pdf.)

包装材料必须符合环保法规，该环保法规包括但不限于禁用与限制材料清单。

(https://www.nefab.com/globalassets/nefab.com--group-site/documents/nefab_restricted_material_list.pdf.)

WARRANTY AND LIABILITY FOR DEFECTS

质量保证责任

20. The Seller warrants and guarantees that the goods will be in accordance with specifications and (i) perform and conform to the terms set forth in the Contract; (ii) be sufficient and suitable for the purposes intended; (iii) comply with any requirements set forth in applicable law, regulations and trade standards; and (iv) be free from defects, deficiencies and non-conformities in production, design, materials and workmanship. Goods not in compliance with the foregoing shall be regarded as defective.

卖方保证货物符合规范，并且 (i) 符合本合同要求；(ii) 能够满足预期使用目的；(iii) 遵守法律、法规和贸易标准中规定的任何要求；(iv) 在生产、设计、材料和工艺方面没有缺陷和不合格。不符合上述规定的货物将被视为有缺陷。

21. The Buyer shall make a general inspection of the goods within a reasonable time after delivery, but has the right to give the Seller notice of any individual defects as they appear to the Buyer, meaning that in each delivery there may be individual defects appearing at different times and

NEFAB GENERAL CONDITIONS OF PURCHASE (THE “GENERAL CONDITIONS”) 耐帆一般采购条款 (“一般条款”)

Valid from 2021-06-01 2021年6月1日起生效

occasions and that the Buyer may give notice of such individual defects as they appear to the Buyer.

After receiving such notice the Seller shall at Buyer's option:

- a) repair or replace the goods found to be defective as soon as possible after notification;
- b) refund to the Buyer any and all remunerations paid in relation to such goods; or
- c) terminate the Order or the Contract if the defect is not insignificant.

In addition, the Buyer shall be entitled to compensation for the cost, loss and damage it suffers due to the defects of the goods.

Inspection and approval under this clause shall not imply acceptance of the goods by the Buyer nor relieve the Seller from any liability and obligations under this Agreement.

买方应在交货后的合理时间内对货物进行检查，但该检查不免除买方日后发现货物缺陷时通知卖方的权利，即由于货物缺陷可能在任何场合任何时间任何部位出现，买方有权在发现该缺陷时随时通知卖方。

在收到此类通知后，卖方应根据买方的要求：

- a) 在收到通知后尽快修理或更换有缺陷的货物；
- b) 向买方退还与此货物有关的所有对价；或者
- c) 终止合同或订单，如果该缺陷为重大缺陷。

此外，买方有权就其因该缺陷而遭受的支出、损失和损害获得赔偿。

本条款项下的检验和批准并不意味着买方接受货物，也不免除卖方在本协议项下的任何责任和义务。

22. Goods returned under clause 18 will be delivered to the Seller at the Seller's expense and risk.

根据第 18 条退回给卖方的货物将由卖方承担相关费用和 risk。

23. Payment of purchased goods shall not be regarded as acceptance of the goods by the Buyer and shall not affect any of the Buyer's rights under clauses 17-18.

支付货款不应被视为买方接受货物，也不影响买方根据第 17-18 条享有的任何权利。

24. The Seller shall ensure that its sub-contractors, if any, act in accordance with the Contract in all respects and the Seller shall remain fully liable for each sub-contractor's obligations and liabilities as for its own.

卖方应确保其分包商（如果有）在所有方面都按照本合同行事，并且卖方应对每个分包商的义务和责任承担全部责任。

25. The warranties and guarantees of the Seller as stated in clause 17 shall be in force for twenty four (24) months after the date of delivery of the goods. When defective goods have been remedied or replaced, the Seller shall be liable for defects in such goods under the same terms and conditions as those applicable to the original goods and the time set in this clause counted from the date of remedy or replacement.

第 17 条所述的卖方质量保证责任在货物交付之日起二十四（24）个月内有效。当有缺陷的货物被修复或更换后，自修

复或更换之日起二十四（24）个月内，卖方应按照与原货物相同的标准对此被修复或更换货物的缺陷负责。

26. During the warranty period, the seller will reply to the buyer within [2] hours after receiving the notification from the buyer, propose a preliminary solution and solve the problem within [2] days. If personnel are required to be on site, the seller will appoint professionals to the buyer to deal with quality issues within [3] days after receiving the notice. If the seller does not respond or provide services within the specified time, the buyer has the right to deal with the quality problem by himself or by a third party, and all losses caused by the buyer shall be borne by the seller.

质保期内，卖方接到买方通知后 [2] 小时内向买方回复，提出初步解决方案并在 [2] 天内解决该问题。如必须人员到现场，卖方将在接到通知后 [3] 日内委派专业人员到买方处理质量问题。若卖方未在规定时间内回复或提供服务，买方有权自行或选择第三方处理该质量问题，由此导致的买方所有损失由卖方承担。

PRODUCT LIABILITY

产品责任

27. Should the purchased goods have a defect which causes damage to persons or to property other than the purchased goods, the Seller shall indemnify and hold the Buyer harmless for any cost, loss or expenses relating to such damage, including legal fees.

如果货物存在缺陷，导致货物以外的人身或财产遭受损害，卖方应赔偿买方，使买方免于承担与此损害有关的任何支出、损失或费用，包括律师费。

INSURANCE

保险责任

28. The Seller shall maintain adequate liability insurance, including but not limited to product liability, covering claims up to at least 5 million EURO per claim.

卖方应投保足够的责任保险，包括但不限于产品责任险，每项保险应至少能偿付 500 万欧元。

LIABILITY FOR INFRINGEMENTS

侵权责任

29. The Seller shall be responsible for any infringement the goods may constitute in any intellectual property right of a third party and undertakes to indemnify and hold the Buyer harmless for any cost, loss or expenses in relating to any such infringement.

卖方应就货物对第三方知识产权造成的任何侵权负责，卖方承诺赔偿买方因此类侵权遭受的任何损失或费用支出，以使买方免受损害。

GROUND FOR RELIEF (FORCE MAJEURE)

救济理由（不可抗力）

30. Neither party shall be liable for any failure or delay in performance of its obligations under the Contract arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control and which could not reasonably be

NEFAB GENERAL CONDITIONS OF PURCHASE (THE “GENERAL CONDITIONS”) 耐帆一般采购条款 (“一般条款”)

Valid from 2021-06-01 2021年6月1日起生效

foreseen, including, without limitation; fire, flood, earthquake or like acts of God, acts of war or terrorism, civil or military disturbances, industrial disputes, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this clause. The party wishing to claim relief under this clause shall without delay notify the other party in writing on the intervention and on the cessation of such circumstance.

下列超出合理控制范围且无法预见的情况（包括但不限于该情况）直接或间接导致未能或迟延履行本合同项下义务时，任何一方都不承担任何责任：火灾、洪水、地震或类似天灾、战争或恐怖主义行为、民事或军事动乱、劳资纠纷、征用、扣押、贸易和货币限制、叛乱和民变、运输短缺、材料普遍短缺、电力供应短缺、本条款所提及情况引起的分包商缺陷或交付延迟。希望根据本条款要求救济的一方应防止损失扩大，并立即将相关情况以书面形式通知另一方。

31. Notwithstanding other provisions of these General Conditions, either party shall be entitled to terminate the Contract by notice in writing to the other party, if performance of the Contract is delayed more than three months by reason of any grounds for relief as described in clause 26.

尽管本一般条款有其他规定，如果第 26 条所述的任何情况导致合同履行延迟超过三个月，任何一方均有权通过书面形式通知另一方终止合同。

TERMINATION

终止条款

32. Either party may at any time terminate the Order or the Contracts, with immediate effect and without compensation to the other party if:
- the other party should pass a resolution, or any court should make an order, that the other party shall be wound up or if a trustee in bankruptcy, insolvency, liquidator, receiver, or manager on behalf of a creditor should be appointed or if circumstances shall arise which would entitle the court or a creditor to make a winding-up order, or
 - the other party has materially breached the Contract.

如果出现以下情况，任何一方均可随时终止订单或合同且无需承担任何赔偿责任，该解除通知一经送达立即生效：

- 另一方通过决议或法院作出裁判决定解散公司，或者任命破产管理人、重整管理人、破产清算人、接管人或债权人会议主席，或者出现使法院有权管辖的情况，或者债权人申请破产重整，或者
- 另一方严重违反合同。

ASSIGNMENT

权利限制

33. The Seller may not assign a Contract or the rights and obligations hereunder without the prior written consent by the Buyer.

未经买方事先书面同意，卖方不得转让本合同或本合同项下的权利和义务。

CONFIDENTIALITY

保密义务

34. The Seller undertakes to keep confidential any information relating to the business relationship with the Buyer and will refrain from using the Buyers' name in marketing or otherwise. Any drawings or any other documentation provided to the Seller will be the sole property of the Buyer and the Seller undertakes not to transmit any such information to any third party or to use the information contained in such documents for any other purpose than the due fulfilment of Contract.

卖方承诺对与买方业务关系有关的任何信息保密，并避免在营销或其他方面使用买方的名称。提供给卖方的任何图纸或其他任何文件是买方的唯一财产，卖方承诺不将此类信息泄露给第三方或基于履行合同之外的其他目的使用此类文件中包含的信息。

CODE OF CONDUCT

行为守则

35. The Code of Conduct of the Buyer is available at <https://www.nefab.com/en/sustainability/code-of-conduct/> the Seller acknowledges the Code of Conduct of the Buyer and commits to follow the Code of Conduct as applicable from time to time, as well as incorporate the rules therein in its business. The Seller shall ensure that its sub-contractors, if any, act in accordance with the Code of Conduct. The Seller shall, upon the Buyer's request, demonstrate its compliance with the Code of Conduct. In the event of the Seller's breach of or non-compliance with the Code of Conduct, the Buyer shall have the right to immediately and without any cost or other compensation to Seller terminate the Contract by giving the Seller written notice thereof.

买方行为准则可在

<https://www.nefab.com/en/sustainability/code-of-conduct/> 获得。卖方认可买方行为准则并承诺遵守不时修改

的行为准则，并在业务活动中落实该规则。卖方应保证其分包商（如有）按行为准则行事。经买方要求，卖方应证明其遵守行为准则。如果卖方违反或不遵守行为准则，买方有权立即向卖方发出书面通知终止合同，且无需向卖方支付任何费用或进行补偿。

DISPUTES, APPLICABLE LAW

争议解决及适用法律

36. Any dispute, controversy or claim arising out of or in connection with these General Conditions and any Contract, or the breach, termination or invalidity thereof, shall file a lawsuit with the people's court where the buyer is.

因本一般条款和其他合同引起的或与之相关的任何争议或索赔，本合同的违反、终止或无效，均应向买方所在地人民法院诉讼。

37. Laws of People's Republic of China shall apply for these General Conditions and Contracts as well as any disputes relating to these.

NEFAB GENERAL CONDITIONS OF PURCHASE (THE “GENERAL CONDITIONS”) 耐帆一般采购条款 (“一般条款”)

Valid from 2021-06-01 2021年6月1日起生效

中华人民共和国法律适用于本一般条款和相关合同，以及与此有关的所有争议。

NOTICE

特别约定

38. Any notice required or permitted to be given by either party under the Contract shall be in writing in English and may be sent by registered airmail letter, by e-mail or by personal delivery. Notices shall be sent or given to the other party's appointed representative.

任何根据合同要求或另一方允许所发出的通知均采用英文书就，并通过航空挂号邮件、电子邮件或专人递送的方式发送。通知应发送给另一方指定的代表。

39. If the Buyer has to compensate the Seller for the loss according to the contract or legal provisions, the Buyer shall only compensate for the direct loss, not including the indirect loss (including but not limited to any reduction of profit or operating income, loss of production stop, loss of raw materials and energy consumption, loss of power failure, loss of depreciation, loss of use, loss of contract, etc.). No matter whether there are other provisions to the contrary in this contract, the Buyer's compensation for breach of contract and actual loss under this contract shall not exceed 【5】% of the total contract price.

依据合同约定或法律规定，买方须赔偿卖方损失的，买方只赔偿直接损失，而不包括间接损失（包括但不限于任何利润或经营收入减少、停产损失、原料和能耗损失、停电损失、折旧损失、用途丧失、合同丧失等）。无论本合同是否有其他相反规定，买方在本合同项下承担的各项违约赔偿及实际损失赔偿累计不超过合同总价的【5】%。

40. The seller shall ensure that its staff perform services on the buyer's customer premises in the name of the buyer under the witness of the buyer. In case of violation of the above regulations, the seller shall pay the buyer 【10】 thousand yuan as a fine every time it is found, and the seller shall compensate the buyer for all losses caused by it or return unjust gains (including indirect losses such as opportunity losses). When the buyer discovers that the seller has breached the contract more than 3 times (including 3 times), the buyer has the right to terminate this contract and require the seller to pay a penalty of 【30】% of the contract amount, which is not enough to make up for the buyer's losses.

卖方应确保其工作人员在买方见证下、以买方名义在买方客户场地履行服务。若违反上述规定，每发现一次，卖方应支付买方【1】万元作为罚款，同时卖方应当赔偿其造成的买方所有损失或返还不当得利（含机会损失等间接损失）。当买方发现卖方有3次以上（含3次）违约行为的，买方有权解除本合同，并要求卖方按本合同金额的【30】%支付违约金，该违约金并不一定足以弥补买方损失。

COMPLIANCE OF ENVIRONMENTAL LAWS AND REGULATIONS

遵守环境法律法规

(APPLICABLE TO SELLERS THAT PERFORM SUBCONTRACTED WORK IN BUYER'S FACILITIES OR ON BEHALF OF THE BUYER)

(适用于在买方场所工作或代表买方进行分包的卖方)

41. The Supplier is obliged to implement and to comply with any and all from time to time applicable environmental laws and regulations associated with the performance of activities in relation to waste management, air emissions, noise or spills, demanding compliance in any work carried out on the Buyer's or its customers' facilities

卖方有义务时刻遵守和落实与废物管理、废气排放、噪音或泄漏活动相关的任何环境法律法规，卖方在买方及其客户场所进行的一切活动都应当符合规定。

HEALTH AND SAFETY

健康和安全管理政策

(APPLICABLE TO SELLERS THAT PERFORM SUBCONTRACTED WORK IN THE BUYER'S FACILITIES OR ON BEHALF OF THE BUYER)

(适用于在买方场所工作或代表买方进行分包的卖方)

42. The Seller shall provide safety personnel and security elements required to carry out the relevant work.

卖方应提供开展相关工作所需的安全人员和安全要素。

43. The Seller shall obtain the appropriate permissions for entry into work areas and the relevant facilities of the Buyer from the person in charge at the facility, without whose approval the Seller shall not initiate any work. The Seller shall also at all times fully comply with the instructions given.

卖方应从买方代表处获得进入买方工作区域的许可，未经其批准，卖方不得开展任何工作。卖方还应始终完全遵守其指示。

44. Before any work is started and on a daily basis, the Seller shall submit to the Buyer's person in charge at the facility a nominal list of staff who will enter the facility for or on behalf of the Seller in execution of work under a contract. If workers do not change during the contract, initial presentation of this information shall be considered sufficient.

在任何工作开始之前，卖方应向买方代表提交每日代表卖方进入买方场所及执行合同约定任务的人员名单。如果合同期间相关工作人员不会发生变化，则提交一次名单即可。

45. If the Seller requests a third company's services to develop works under contract, the Seller shall inform and get the prior approval from the Buyer, and the Seller shall thereafter establish appropriate coordination. The Seller will be fully liable and responsible for any work or action by such third company and its staff, and shall enforce in relation to the third company the instructions, standards and work procedures, laws, regulations and contractual provisions applicable from time to time.

如果卖方欲将本合同项下工作分包给第三方，卖方应事先通知买方并征得买方同意，卖方应进行适当协调和监督。卖方应对该第三方公司及其员工的任何工作或行为承担全部责任，并落实不时修改的关于第三方公司的指示、标准和工作程序、法律法规和合同约定。

46. The Seller shall, and procure that its employees and representatives, at all times fully observe any and all instructions, standards and mandatory work procedures to be applied at the Buyer's or its customers' facilities, and laws, regulations and contractual provisions applicable from time to time.

NEFAB GENERAL CONDITIONS OF PURCHASE (THE “GENERAL CONDITIONS”) 耐帆一般采购条款 (“一般条款”)

Valid from 2021-06-01 2021年6月1日起生效

卖方应始终完全遵守适用于买方或其客户场所的任何指示、标准和强制性工作程序，以及不时修改的法律法规和合同规定，并督促其员工和代表遵守。

47. Expressly, the “Seller” declares to know Legal Norms and Application Instructions regarding Occupational Health and Safety.

卖方在此承诺知晓有关职业健康和安全的法律规范和说明。

48. If the seller is required to work in the premises designated by the buyer, the seller shall bear its own expenses and abide by all rules of the buyer’s premises. These rules include but are not limited to: use appropriate personnel protection equipment, participate in on-site induction training, remove all garbage, debris, excess materials and temporary building structures, and keep the site tidy. The seller shall be liable for the risk of loss and damage to all materials used or to be used before the completion of the contract.

若卖方被要求在买方指定场地内作业，则卖方应自担费用并遵守所有买方场地规则。这些规则包括但不限于：使用合适的人员保护设备，参加现场入职培训，清运所有垃圾、碎片、多余材料和临时建筑结构，并使现场保持整洁。卖方对合同履行完毕之前已使用或将使用的所有材料损失和损害的风险承担责任。

49. The relationship between the seller’s personnel and the seller is a labor relationship, and does not have any labor legal relationship with the buyer. It has nothing to do with the buyer. That is, if the buyer is required to pay compensation or any other payment due to the seller’s staff, the buyer will have the right to make a full payment to the seller. Recovery. In the event of a work-related accident or personal injury or death of the seller’s personnel during the provision of services, the seller shall bear all the responsibilities, all costs and work-related injury treatment, etc., irrespective of the buyer (that is, once the buyer suffers any injury due to the aforementioned work-related injury or personal injury of the seller’s staff) In case of actual losses, the buyer has the right to fully recover from the seller).

卖方人员与卖方之间为劳动关系，与买方不具有任何劳动法律关系，与买方无关，即若买方因卖方工作人员原因被要求支付赔偿金等任何款项的，买方将有权向卖方进行完全的追偿。卖方人员在提供服务期间发生工伤事故或人身伤亡事故时，由卖方承担全部责任和所有费用及工伤待遇等，与买方无关（即一旦买方因前述卖方工作人员的工伤事故或人身伤亡事故而遭受任何实际损失的，买方有权对卖方进行完全的追偿）。

LEGAL AND OTHER QUALITY STATEMENTS AND REPORTS

声明和报告

50. The Seller shall provide the Buyer with any and all statements and reports required according to applicable laws and regulations related to an Order or Contract, such as license, authorizations or statements of compliance. Mentioned documents will be considered as mandatory for invoicing of supplied products and services under an Order or Contract.

卖方应根据与订单或合同相关的法律和法规要求向买方提供声明和报告，例如许可证、授权文件或合规声明。提供上述文件

应被视为针对订单或合同项下提供产品和服务开具发票前应履行的强制性义务。

51. The Seller shall provide the Buyer with any and all documents regarding technical features of supplied products and services under an Order or Contract, including but not limited to those concerning quality and compliance according to an Order or Contract.

卖方应向买方提供与订单或合同项下提供的产品和服务的技术特征有关的所有文件，包括但不限于根据订单或合同制作的质量标准。

AUDITS

审计

52. The Buyer is authorized to perform audits of the Seller’s facilities and/or production processes in order to verify that supplied products and services under an Order or Contract comply with agreed quality requirements and the provisions of the Contract. The Seller may request from the Buyer information about the results of the audit, and shall be entitled to present evidence against potential non-conformities. The Seller shall establish appropriate corrective and preventive actions to correct any defects found which could lead to deviations of supplied product or service quality.

买方被授权对卖方场所和/或生产过程进行审计，以确保卖方根据订单或合同提供的产品和服务符合商定的质量要求和合同规定。卖方可要求买方提供有关审计结果的信息，并有权提出证据反驳不符合项。卖方应制定适当的预防和改进措施，以纠正被发现的任何可能导致所提供产品或服务出现质量问题的缺陷。

DATA PROTECTION

信息保护

53. If either party under applicable law should be considered processing data on behalf of the other party, the parties shall enter into a separate data processing agreement.

如果根据法律任何一方将被视为代表另一方处理信息，则双方应签订单独的信息处理协议。

54. Both parties shall have the right to process necessary personal data concerning the other party’s employees or other contact persons that may be acquired in connection with the Contract, including, but not limited to, names and contact details. Each party processing personal data in accordance with this clause shall be considered controller regarding their respective processing. The purpose of the processing is to enable the performance of the parties’ respective obligations and cooperation under the Contract, such as the administration of the contractual relationship, the provision of information and other communication. The processing of personal data will be supported by a balance of interests in order to meet each party’s legitimate needs in managing the contractual relationship.

双方均有权处理因履行合同而获得的与另一方员工或其他联系人有关的必要个人信息，包括但不限于姓名和联系方式。根据本条款处理个人信息的每一方都应被视为其处理信息的控制者。各方因基于履行本合同项下义务的目的处理信息，如维系合同

NEFAB GENERAL CONDITIONS OF PURCHASE (THE “GENERAL CONDITIONS”) 耐帆一般采购条款 (“一般条款”)

Valid from 2021-06-01 2021年6月1日起生效

关系、提供资料和交流。为了满足各方关于维持合同关系的合法需求，处理个人信息将基于利益考量而得到支持。

55. For more information about Nefab's processing of personal data and the rights of data subjects, see “Information to Business Partners” on Nefab's website, www.nefab.com, or contact privacy@nefab.com.

耐帆处理个人信息的权利和程序等更多信息，请参阅耐帆官网 www.nefab.com 上的文件“致业务合作伙伴的声明”，或联系 privacy@nefab.com。

56. Each party is obliged to ensure that its employees and other potential contact persons whose personal data is processed by the other party have received information on the processing in accordance with clauses 45-47.

每一方都有义务确保个人数据将被另一方处理的员工和其他人员已知晓第 45-47 条规定。

OTHERS 其他条款

57. The original contract is written in Chinese and English. The two languages have the same effect. If the interpretation of the text is different, the English version shall prevail.

本合同正本采取中、英文书就。两种文字具有同等效力，如文字解释有歧异，应以英文为准。

58. These general terms are made in four copies, each of which holds two copies, which will take effect after both parties have sealed or signed by their authorized representatives.

本一般条款一式4份，双方各持2份，自双方盖章或有权代表签字后生效。