

向施乐辉提供之服务和相关商品和/或物料的条款和条件（以下简称“条件”）

Terms and Conditions for Provision of Services and Associated Goods and/or Materials to S+N ("Conditions")

下列条件适用于向施乐辉提供服务之所有订单和/或要求，且不采用供应商的条款和条件。

These Conditions shall apply to all purchase orders and/or requests for the provision of services to Smith and Nephew ("S+N") to the exclusion of any terms and conditions of the supplier ("Supplier").

1. 遵守法律和规范

COMPLIANCE WITH LAW AND CODE

1.1 供应商应遵守所有适用的法律，包括条例、规章和政府当局的命令。供应商不得通过任何形式的作为或者不作为而令供应商或施乐辉违反任何适用法律，包括与供应商履行服务相关的法律。

The Supplier shall comply with all applicable laws, including rules, regulations and orders of government authorities. The Supplier shall not act or fail to act in a way that would result in a violation by the Supplier or S+N of any applicable laws, including laws relating to performance by the Supplier of the services.

1.2 供应商不得向任何人员或公司索取、接受、提供、给予或准许任何款项、服务、礼品或其他有价物品，作为与供应商或施乐辉开展业务的条件或结果，若如此行事将违反适用的法律，包括与贿赂或腐败相关的法律。供应商不得支付与服务相关的便利费。供应商应特别注意与政府官员、医疗专家以及其他有权直接或间接对购买施乐辉产品的客户或与施乐辉产品有关的任何事宜（包括施乐辉产品的销售、营销、促销、进口、许可和经销等）产生影响的人士之间互动的适当性。

The Supplier shall not seek, accept, offer, give or permit any payment, service, gift or other value from or to any person or firm as a condition or result of doing business with the Supplier or S+N, if doing so would be in violation of applicable laws, including any law relating to bribery or corruption. The Supplier shall not make facilitation payments in relation to the services. The Supplier will take particular care to ensure the propriety of all interactions with government officials, healthcare professionals and other persons who might have authority or influence, directly or indirectly, over customers or any matters relating to S+N products, including the sale, marketing, promotion, importation, licensing or distribution of S+N products.

1.3 供应商特此声明并保证：

Supplier hereby represents and warrants that:

1.3.1 供应商拥有全部合法的权利、权力、授权和/或批准以签署本订单以及供应商作为一方的、与本订单有关的所有文件，遵守和履行其在本订单及其相关文件项下之义务；

Supplier has full legal right, power and authority to execute this order and all contracts and documents referred to in this order to which Supplier is a party, and to observe and perform its obligations under this order and those documents;

1.3.2 供应商未侵犯任何第三方的知识产权，其按照本订单提供的服务不会造成对任何第三方之知识产权的侵犯；

Supplier is not infringing any third party intellectual property rights and the Service to be provided in accordance with this order will not cause any infringement of any third party intellectual property;

1.3.3 供应商因本订单支付或收取的任何款项均系为合法真实的商品或服务而支付或收取；

Any compensation paid by or to Supplier in connection with this order will be for legitimate and bona fide goods or services;

1.3.4 如预计会违反适用法律则不得向任何人士或实体提供任何有价物品；
No value will be provided to any other person or entity if any violation of applicable laws could be expected to result;

1.3.5 供应商已向施乐辉全面披露有关供应商及供应商之董事、主管或雇员、次级经销商、次级代表、经销商或代理（统称“代表”）与任何政府官员和/或政府官员候选人之间的现有或曾经的关系的所有信息。此外，供应商已向施乐辉全面披露供应商之任何代表是否或可能担任政府机关官员职务或其候选人。如供应商向施乐辉提供的信息在任何时候有所变更（包括但不限于供应商或其任何代表与政府官员之间发展新的关系），供应商应立即告知施乐辉该等变更。为确保上述关系不会导致违反施乐辉公司行为准则或商业原则或法律，施乐辉保留变更本订单条款或终止本订单的权利。供应商同意本订单项下施乐辉向供应商支付的款项或其他对价的任何部分均不为任何政府官员或候选人之利益而产生，无论供应商或其任何代表与该等政府官员或候选人之间是否存在任何关系；

The Supplier has fully disclosed to S+N all information pertaining to former or current relationships between the Supplier and any of its directors, officers or employees, sub-distributors, sub-representatives, dealers or agents (collectively "Representatives") and any government officials and/or candidates for government office. The Supplier has fully disclosed to S+N whether any of its Representatives are or are likely to hold the status of an official of a government agency or a candidate for government office. If at any time there are changes to the information provided to S+N, including but not limited to the development of a new relationship between the Supplier or any of its Representatives and a government official, the Supplier shall immediately notify S+N of those changes. S+N reserves the right to alter the terms of this order, or terminate this order to the extent necessary to ensure that such relationships will not result in a violation of S+N's Code of Conduct and Business Principles or laws. The Supplier agrees that no part of the monies or other consideration paid under this order by S+N to the Supplier shall accrue for the benefit of any government official or candidate, regardless of the existence or non-existence of a relationship between the Supplier or any of its Representatives and such government official or candidate;

1.4

1.4.1 供应商应以符合道德规范的方式代表施乐辉开展业务，并遵守施乐辉的行为准则和商业原则。施乐辉的行为准则和商业原则可于施乐辉公司网站查询；

The Supplier shall conduct business on S+N's behalf in an ethical manner and in accordance with S+N's Code of Conduct and Business Principles. S+N's Code of Conduct and Business Principles are available on S+N's corporate website;

1.4.2 供应商应确保其代表在开展与施乐辉产品相关的业务时遵守施乐辉的行为准则和商业原则；

The Supplier shall ensure that its Representatives comply with S+N's Code of Conduct and Business Principles in conducting business relating to S+N products;

1.4.3 应施乐辉之要求，供应商应向施乐辉提供其所使用的与履行服务相关的所有代表之详细信息，包括姓名和地址。若施乐辉反对使用任何代表，则供应商不得在履行服务过程中使用该代表；

On request by S+N, the Supplier will give full details, including names and addresses, of all of its Representatives used in connection with the performance of the services. The Supplier will not use any Representative in connection with the services if S+N objects to the use of the Representative;

1.4.4 若供应商在履行服务过程中使用了任何代表，则供应商应当对其代表的行为全权负责，并确保其代表与供应商一样充分遵守本条件 1 之规定；

If the Supplier uses any Representatives in connection with the performance of the services, the Supplier shall be solely responsible for the performance of its

Representatives and ensure that they comply in full with this Condition 1 in the same manner as the Supplier is required to comply.

1.5

1.5.1 供应商授权施乐辉及施乐辉之代理，通过供应商提供的推荐人以及任何其他渠道来查询和获得有关供应商和供应商之代表的信息，以对供应商向施乐辉提供的信息进行核实，从而确定供应商的声誉和资信情况，以及达成其他常规尽职调查的目的。

The Supplier authorizes S+N and its agents to make enquiries and obtain information about the Supplier and its Representatives from references supplied by the Supplier and any other sources to verify the information the Supplier gives S+N, to determine the Supplier's reputation and credit standing, and for other customary due diligence purposes.

1.5.2 若施乐辉要求，供应商同意尽合理努力从供应商之代表处获得类似的授权。

The Supplier agrees to use reasonable efforts to obtain similar authorizations from its Representatives if required by S+N.

1.6 供应商应根据公认会计准则编制账册、记录和账目，准确、完整地反映供应商向施乐辉提供的服务之性质以及供应商遵守本订单的情况。供应商应于本订单终止后至少四(4)年内继续持有该等账册、记录和账目，并且允许施乐辉于任何常规工作时间内审查该等账册、记录和账目。施乐辉在本条件项下对该等账册、记录和账目的审查仅为核实供应商合规情况而作出，并将应供应商之要求采取合理保护措施防止将其用于其他目的。

The Supplier shall prepare books, records and accounts in accordance with accepted accounting principles which accurately and completely reflect the nature of the services provided to S+N and the Supplier's compliance with this order. The Supplier shall maintain such books, records and accounts for at least four (4) years following the end of this order, and make them available to S+N for inspection at any time during normal business hours. S+N's inspection under this Condition will be to verify compliance, and at the Supplier's request S+N will adopt reasonable safeguards to prevent use for other purposes.

1.7 供应商确认，施乐辉受制于各政府机关规定以及限制或禁止向若干国家（目前包括伊朗、苏丹、叙利亚和古巴）出售、出口或转让产品和技术的各项法律。供应商不得直接或间接向任何禁运国家出售或转让任何施乐辉产品、服务或相关技术，或向供应商知悉或应当知悉将向禁运国家出售或转让产品、服务或技术的任何人士或公司出售或转让施乐辉产品、服务或相关技术。

The Supplier acknowledges that S+N is subject to regulation by various government agencies and under various laws which restrict or prohibit the sale, export or diversion of products and technology to certain countries, which currently include Iran, Sudan, Syria and Cuba. The Supplier shall not sell or transfer, directly or indirectly, any S+N product, service or related technology to any prohibited country or to any person or firm which the Supplier knows or reasonably should know will resell or transfer the product, service or technology to a prohibited country.

1.8 供应商应确保其所有代表施乐辉从事业务的供应商代表均接受了全面的培训，以帮助其理解和遵守本订单中的要求。供应商应根据施乐辉的要求提供合理的支持信息，以证明其对本订单规定事项的遵守。

The Supplier will ensure that all of its Representatives engaged in business on S+N's behalf receive thorough training to promote understanding and compliance with the requirements set forth in this order. The Supplier will certify as to compliance with the matters set forth in this order, with reasonable supporting information, upon request by S+N.

1.9 若供应商收到任何可能涉及或影响到施乐辉的关于违反任何适用法律或知道任何违反施乐辉行为准则的情形的指控，应立即通知施乐辉。

The Supplier shall notify S+N without delay of any allegation received of breach of any law that may relate to or affect S+N, or any breach of S+N's Code of Conduct.

- 1.10 对于供应商或其任何代表实质违反任何适用法律或施乐辉行为准则的情形，施乐辉有权通过向供应商发出书面终止通知的方式立即终止本订单。

Any material breach of applicable laws or S+N's Code of Conduct by the Supplier or any of its Representatives will entitle S+N to terminate this order immediately upon written notice of termination by S+N to the Supplier.

- 1.11 供应商安排提供本订单项下之服务的雇员应拥有与服务相关的专业知识，具备充分、合法地提供服务所必须的培训、信息、证照、批准或资质；供应商或其雇员均不得对其履行本订单项下之服务有任何利益冲突。

The employees the Supplier assigned to provide the services hereunder shall have the expertise relevant to the services and will have the training, information, licenses, approvals or certifications necessary for adequately and lawfully providing the services; and neither Supplier nor any of its employees shall be subject to any conflicting obligation that may interfere with the performance of the services.

2. 时限

TIME

- 2.1 供应商应按照订单中所述的时间表来提供服务。若无明确的时间表，则应在订单下达后的合理期间内尽快提供服务。一旦供应商意识到其可能无法按照时间表提供服务，供应商应立即通知施乐辉。供应商提供服务的时间是至关重要的。如供应商未能遵守时间表，施乐辉应有权扣留付款，而无需承担延迟付款的义务。

The Supplier shall provide the services in accordance with the timescales set out in the order. If no timescale is specified, then the services shall be performed reasonably promptly after the order is placed. The Supplier shall notify S+N as soon as the Supplier becomes aware that it may be unable to comply with any such timescales. Time for delivering services by the Supplier is of the essence and S+N shall be entitled to withhold the payment without undertaking any liability for delaying payment if the Supplier does not comply with any such timescales.

3. 供应商应当：

SUPPLIER SHALL

- 3.1 运用其专业判断能力、技巧和勤勉，以不低于行业内提供相似服务的专业机构的专业水准，尽其所能地履行本订单项下规定之服务及相关义务，包括但不限于严格遵守本订单之条款、规定的时限、适用法律、法规及施乐辉给出的任何指示；

Perform the Service and the associated obligations defined herein with all due skill and care using the professional judgment, technical skills and diligence to be expected of a competent professional entity providing services of a similar nature to include (without limitation) strict compliance with this order, expected timeline, applicable laws and regulations and any instruction given by or on behalf of S+N;

- 3.2 在本订单有效期内尽其最大努力，在不收取额外费用情况下，满足施乐辉经事先书面通知的变更服务事项的要求，但前提是该等变更后的服务与本订单项下所规定之服务等同或金额相当；

Make best endeavours to, without charging extra fees, accommodate circumstances arising during the Term of the order that may require the activities described in the order to be replaced with other activities of an equivalent or similar value upon S+N's prior written notice.

- 3.3 确保本订单项下之所有交易在各实质方面均适当、准确地记载于其账册和记录中，作为账册和记录之各项记载的凭证性文件应在各实质方面均真实、完整、准确。供应商必须具有一个会计内控制度专门用于确保其没有任何帐外交易；并且

Ensure that all transactions under this order are properly and accurately recorded in all material respects on its books and records and each document upon which entries of such books and records are based is true, complete and accurate in all material

respects. Supplier must maintain a system of internal accounting controls responsibly designed to ensure that it maintains no off-the-books accounts; and

- 3.4 同意施乐辉可以在任何时候或为任何原因将有可能违反本订单条款的信息全部披露给施乐辉合理认为需要了解该等信息的相关政府部门和机构。

Agree that S+N may make full disclosure of information relating to a possible violation of the terms of this order at any time and for any reason to any competent government body and its agency, and to whomever S+N determines in good faith has a legitimate need to know.

4. 服务提供以及商品和/或物料配送

PROVISION OF SERVICES AND DELIVERY OF GOODS AND/OR MATERIALS

- 4.1 除非施乐辉另有指示，所有的商品或物料应按照施乐辉的合理指示，采用运费已付的方式，由供应商递送至订单中指定的地址。当商品或物料于订单中指定的交付地点卸载，且交付经施乐辉或其授权代表按照条件 4.7 之规定予以验收并接受，即视为交付完成。

Unless otherwise directed by S+N, all goods or materials shall be delivered by the Supplier to the address specified in the order, carriage paid, in accordance with S+N's reasonable instructions. Delivery is complete when such goods or materials have been unloaded at the point of delivery specified in the order and the delivery has been inspected and accepted by S+N or its duly authorised agent in accordance with Condition 4.7.

- 4.2 供应商应确保所有交付均有交付单，且交付单中有相应订单编号，以及交付物品的性质和数量，如为部分交付，应说明需要交付的余量。

The Supplier shall ensure that any such delivery is accompanied by a delivery note showing the order number where appropriate and the nature and number of items being delivered, and in the case of a part delivery, the balance remaining to be delivered.

- 4.3 除非施乐辉另行同意，否则施乐辉仅在正常工作时间接受交付项。

Unless otherwise agreed by S+N, deliveries shall only be accepted by S+N during normal business hours.

- 4.4 若商品或物料源自境外且交付地点定为境外，则供应商必须确保向施乐辉提供有关商品或物料原产国的准确信息，供应商应对施乐辉应承担的任何关税或税款负责。除非订单中另有规定，否则供应商应负责获取商品或物料的所有进出口许可证，且应对由于所需许可证不可用而导致的延误负责。

In the case of goods or materials supplied from outside the country in which the delivery address is situated, the Supplier must ensure that accurate information is provided to S+N as to the country of origin of such goods or materials, and the Supplier will be liable to S+N for any duties or taxes for which S+N may be accountable. Unless otherwise stated in the order, the Supplier is responsible for obtaining all export and import licences for the goods or materials and is responsible for any delays due to such licences not being available when required.

- 4.5 在施乐辉同意接受分期交付的情况下，若供应商未能完成任一交付，施乐辉有权拒绝接受整个订单。

Where S+N agrees to accept delivery by instalments, failure by the Supplier to deliver any one instalment shall entitle S+N at its option to treat the entire order as repudiated.

- 4.6 如交付给施乐辉的商品或物料数量超过订单所订数量，施乐辉无义务为超出部分付款，任何超出部分应由供应商自行承担风险，且应由供应商自付费用予以收回。

If goods or materials are delivered to S+N in excess of the quantities ordered, S+N shall not be bound to pay for the excess, and any excess shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

- 4.7 施乐辉应在收到商品或物料后的 10 个工作日内或在商品或物料的潜在缺陷出现后 10 个工作日内以书面形式接受或拒绝该商品或物料。如果施乐辉没有在 10 个工作日内作出回应，则应视为商品或物料不被接受，施乐辉和供应商应尽快举行会议，以确定商品或物料是否可以接受。

S+N shall have 10 business days after receipt of the good or material or 10 business days after any latent defect in any such good or material becomes apparent to accept or reject the goods or material. If S+N does not respond within the 10 business days, the good or material shall be deemed not accepted and S+N and Provider shall meet as soon as practical to determine whether the good or material is acceptable.

- 4.8 如果施乐辉拒绝某项商品或物料，供应商应及时纠正（包括采取施乐辉建议的适当行动）并重新提交商品或物料。

If S+N rejects any goods or materials, the Supplier shall promptly correct (including taking appropriate action as recommended by S+N) and resubmit the good or material.

5. 风险及所有权

RISK AND TITLE

- 5.1 对于供应商提供给施乐辉作为服务之一部分或与服务相关的任何商品或物料的风险应视为在条件 4.1 所规定的交付完成后且根据条件 4.7 之规定为施乐辉接受时转移至施乐辉。

Risk in any goods or materials to be supplied by the Supplier to S+N as part of or in connection with the services shall pass to S+N upon completion of delivery as specified in Condition 4.1 and acceptance by S+N as specified in Condition 4.7.

- 5.2 对于商品或物料的所有权应于交付时或付款时视为转移，以两者中较早者为准。供应商应负责该等商品或物料运输和卸载费用，并对该等商品或物料交付完成前所有存在的损害或损失风险进行投保。

Title to such goods or materials is to pass on the earlier of delivery or the time of any payment being made for them. The Supplier is to be responsible for transport and unloading costs and insurance of any such goods or materials against all risk of damage or loss prior to completion of delivery.

- 5.3 供应商在服务履行过程中所需要的所有工具、设备和材料应由供应商自担风险，无论其是否位于施乐辉经营场所，或者位于订单中所规定的其它场所。

All tools, equipment and materials of the Supplier required in the performance of the services are and remain at the sole risk of the Supplier whether or not they are upon premises of S+N or other premises specified in the order.

6. 价格和付款

PRICE AND PAYMENT

- 6.1 除非施乐辉另行书面同意，否则：

Unless otherwise agreed by S+N in writing:

- 6.1.1 施乐辉应在收到供应商按照如下规定出具之发票以及供应商应提供的与付款相关之所有凭证性文件后六十（60）日内，以订单中所列之费率向供应商付款。

S+N will pay to the Supplier the agreed Fee/Fees at the rate or rates set out in order within sixty (60) days upon S+N receives from the Supplier an invoice presented in accordance with the following provisions as well as all the supporting documents relating to the payment.

- 6.1.2 供应商发票应列明如下信息：

a) 提供的服务之描述，作为服务之一部分而交付的任何物品，以及该等服务或物品提供的期间或日期；

b) 与所涉服务或物品相关之费用或者相关订单中所列之费用的准确金额, 以及需收取的任何支出之金额。

The Supplier's invoice shall show the following information:

- a) a description of the services provided and any items delivered as part of the services and the period or dates on which such services or items were provided;
- b) the correct amount of the Fee attributable to the Service or items in question or as contained in the relevant order and the amount of any expenses being reclaimed.

- 6.1.3 发票应在施乐辉确认供应商根据订单完成全部相应服务后出具, 包括完成作为服务之一部分或与服务相关的商品和物料之交付。

Invoices must not be rendered by the Supplier until S+N's confirmation of Supplier's completion of performance of all of the corresponding services which are the subject of the order, including delivery of any goods and materials to be provided as part of or in connection with such services.

- 6.1.4 除非另有规定, 本订单项下所有应付之款项均涵盖增值税和其他税款。商定的费用不得涨价。

All sums payable under this order, unless otherwise stated, are inclusive of VAT and other duties or taxes. The agreed Fee/Fees is/are not subject to escalation.

- 6.2 施乐辉保留从应付或即将应付给供应商的款项 (无论其是否为本订单项下或双方签订的其它协议项下之款项) 中扣除或扣留任何供应商应付给施乐辉的款项 (无论其是否为本订单或双方签订的其它协议项下之款项)。

S+N reserves the right to withhold or deduct from any sums due or to become due to the Supplier (whether under this order or any other contract between the Parties) any monies due to S+N from the Supplier (whether under this order or any other contract between the Parties).

- 6.3 任何费用之支付或者与服务履行相关的款项之支付不应构成施乐辉对供应商适当履行其义务的接受或认可。

No payment of any fee, or in respect of the performance of the services, shall constitute any acceptance of, or admission by S+N as to, the proper performance by the Supplier of the Supplier's obligations.

- 6.4 如对任何发票 (或其任一部分) 存有争议, 施乐辉有权暂不支付相关发票的全额款项。双方应在对争议款项达成一致后, 由供应商另行开具经修订的发票, 以反映协商一致后的金额。如双方未能对争议金额达成一致, 则供应商应有权在相关争议尚未根据争议解决程序予以解决之前, 就无争议金额单独开具发票。

If there is any invoice (or part thereof) that is disputed, S+N shall be entitled to withhold payment of the relevant invoice in full. The parties shall seek to agree upon the amount in dispute whereupon the Supplier shall issue an amended invoice to reflect the agreed amount. If the parties are unable to agree upon the amount in dispute then the Supplier shall be entitled to present an invoice for any undisputed amount pending resolution in accordance with these Conditions of the disputed element.

- 6.5 若任何应支付给供应商的到期款项未及时支付, 则应对该等款项计算利息, 计息期间为款项到期之日起至款项全部付清为止, 利率为中国人民银行不时公布的六个月内金融机构人民币贷款基准利率。条件 2.1 和条件 6.2 所述之未付款项不得征收利息。付款时间并非本订单关键要素, 供应商不得以任何款项未付为理由而暂停提供服务或交付任何商品或物料。

If any sum due to the Supplier is not paid when due then such sum shall bear interest from the due date until payment is made in full at a rate of the standard lending interest rate for loans in RMB under six months by financial institutions as published by the People's Bank of China from time to time. Interest shall not be payable on any sums unpaid under Conditions 2.1 and 6.2. Time for payment shall not be of the essence and

the Supplier shall not be entitled to suspend performance of the services or delivery of any goods or materials by reason of any sums being outstanding.

7. 质量与保证

QUALITY AND GUARANTEE

7.1 供应商应

The Supplier shall

7.1.1 勤勉地、运用所有合理技能、审慎和注意，并按照当前有效之相关标准和最佳实践来提供服务；

Provide the services diligently and with all reasonable skill, care and attention, and in accordance with relevant current standards and best practice.

7.1.2 确保所有商品和物料：

a) 质量达到满意程度，适合规定用途（包括施乐辉告知供应商的任何特定用途）；

b) 符合供应商提供的所有说明和规范；

c) 在各方面均符合订单中所规定或提及的规范、数量、图纸、标准、要求和规定；

Ensure that all goods and materials:

a) are of satisfactory quality and fit for purpose (including any specific purpose made known to the Supplier by S+N);

b) correspond to all descriptions and specifications provided by the Supplier;

c) conform in all respects with the specifications, quantities, drawings, standards, requirements and stipulations contained or referred to in the order;

7.1.3 按照所有适用法律和法规要求，交付服务、供应商品和物料；

Deliver the services and supply goods and materials in accordance with all applicable laws and regulations;

7.1.4 负责获得提供服务所需的所有必要批准和许可证；

Be responsible for obtaining all necessary approvals and licences to provide the services;

7.1.5 不得提供侵犯任何第三方知识产权的商品或物料，或以侵犯任何第三方知识产权的方式提供服务；及

Not supply goods or materials or perform the services in a way that infringes the IP Rights of any third party; and

7.1.6 确保在施乐辉场所进行作业的受供应商直接或间接控制的所有人员均遵守所有有关施乐辉场所的合理指示。施乐辉有权拒绝任何不遵守其合理指示的人员进入施乐辉的场所。

Ensure all personnel under the Supplier's direct or indirect control operating on S+N's premises will comply with all reasonable instructions relating to their presence on S+N premises. S+N shall have the right to refuse access to its premises to any personnel who refuse to comply with its reasonable instructions.

7.2 供应商保证其专业性，并确认由供应商作出的与服务有关的所有声明和陈述的准确性。

The Supplier warrants its expertise and confirms the accuracy of all statements and representations made in respect of the services by the Supplier.

7.3 施乐辉在本订单项下的权利是对法定的或其他旨在保护或支持类似服务购买者的适用法律所涵盖的权利之补充规定且不应影响该等前述法定权利之效力。

S+N's rights under the order are in addition to and shall not detract from any conditions implied by statute or other applicable laws which are intended to protect, or which are otherwise in favour of, purchasers of services which are similar to the services.

- 7.4 在服务履行完毕前的任何时候，施乐辉应有权监督服务的履行，且有权利检查和测试作为服务之一部分或与服务相关的任何商品或物料。施乐辉应有权在供应商之场所或任何分包商之场所进行上述监督、检查和测试。若经过该等监督或检查，施乐辉认为服务未能按照订单的要求履行，则施乐辉可以通知供应商，而供应商应立即采取必要行动以确保服务能按照订单的要求履行，且施乐辉有权要求进一步监督和检查。尽管有该等监督或检查，但供应商仍然需要对服务按照订单的要求而履行承担责任，且该等监督或检查本身并不构成对于全部或部分服务或提供的全部或部分商品或物料的接受或认可。

At any time prior to completion of the performance of the services S+N shall have the right to monitor the performance of the services and to inspect and test any goods or materials required as part of or in connection with the services. S+N shall have the right to do so at any reasonable time either at the Supplier's premises or at the premises of any sub-contractor. If as a result of such monitoring or inspection S+N is of the opinion that the services are not being performed in accordance with the order, then S+N may inform the Supplier and the Supplier shall promptly take such action as is necessary to ensure conformity, and S+N shall have the right to require further monitoring and inspection. Notwithstanding any such monitoring or inspection the Supplier shall remain responsible for ensuring that the services are performed in compliance with the order and any such monitoring or inspection shall not of itself constitute acceptance or approval of all or any part of the services or of any goods or materials supplied.

8. 保险

INSURANCE

供应商应自费在声誉良好的保险公司办理适当保险（包括但不限于职业赔偿保险、工伤赔偿/雇主责任保险、公众责任保险和机动车责任保险（如果供应商在执行服务时使用机动车））并维持保险的有效性，投保范围应包括供应商在履行服务过程中出现过失而给施乐辉造成损失或损害时应对施乐辉承担的责任。供应商将指定施乐辉为附加被保险人，并应施乐辉的要求提供保险证明。如供应商发生违约，不论是否符合本条件 8 规定的保险义务，均应承担责任。

The Supplier shall at its own expense obtain and maintain appropriate insurance cover (including but not limited to professional indemnity insurance, workers compensation/employer liability insurance, public liability insurance and automobile liability insurance (if Supplier uses an automobile in the performance of services)) with an insurance company of good repute covering it for liability to S+N in respect of loss or damage caused to S+N by any default in the provision of the services. Supplier will name S+N as additional insured and will provide evidence of insurance upon S+N's request. The Supplier shall be liable for any breach of this order, irrespective of whether it complies with its insurance obligations under this Condition 8.

9. 保密

CONFIDENTIALITY

- 9.1 在服务履行期间及之后，供应商应对如下信息严格保密：(a)所有由施乐辉提供给供应商的内容；和(b)所有具有保密性质的、由施乐辉或施乐辉代表披露给供应商、其雇员、顾问、代理或分包商的技术或商业诀窍、规格、发明、工艺或创意；(c)供应商可能获得的任何其它与施乐辉业务或产品相关的保密信息（包括但不限于有关折扣和定价的信息）。供应商仅可为向施乐辉提供服务和履行义务之目的而使用该等保密信息和资料，并将该等保密信息和资料的披露限制在为向施乐辉提供服务和履行义务而需要保密信息和资料的雇员、顾问、代理或分包商的范围内，且供应商应确保所有该等雇员、顾问、代理或分包商遵守约束供应商的保密义务。

The Supplier shall both during the performance of the services and thereafter, keep in strict confidence (a) all items provided to it by S+N and (b) all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and which are disclosed to the Supplier, its employees, consultants, agents or subcontractors by or on behalf of S+N and (c) any other confidential information concerning S+N's business or its products which the Supplier may obtain (including

without limitation information relating to discounts and pricing) .The Supplier shall use such confidential information and materials only for the purpose of performing the services and discharging the Supplier's obligations to S+N and shall restrict disclosure of such confidential information and material to such of its employees, consultants, agents or subcontractors as need to know it for the purpose of performing the services and discharging the Supplier's obligations to S+N, and the Supplier shall ensure that all such employees, consultants, agents and subcontractors are subject to obligations of confidentiality corresponding to those which bind the Supplier.

- 9.2 施乐辉提供给供应商的所有资料、物品、设备和工具、图纸、规格和数据在任何时间均应视为施乐辉的专有资产，并应由供应商以自行承担风险的方式在良好条件下安全保管，直至归还施乐辉。除根据本订单之规定或施乐辉书面指示或授权外，不得对上述保密信息另行处置或使用。

All materials, items, equipment and tools, drawings, specifications and data supplied by S+N to the Supplier shall, at all times, be and remain the exclusive property of S+N, and shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to S+N. They shall not be disposed of or used other than in accordance with the order or S+N's written instructions or authorisation.

- 9.3 未经施乐辉事先书面同意，不得将任何根据施乐辉提供的规范、图纸、设计或配方生产或供应的商品或物料提供给任何第三方。

Any goods or materials made or supplied to any specification, drawing, design or formula belonging to or put forward by S+N shall not be supplied to any third party without S+N's prior consent in writing.

10. 分包商

SUB-CONTRACTORS

- 10.1 未经施乐辉事先书面同意，供应商不得将本订单之全部或部分进行分包或转让。供应商应对其分包商（如有）的所有行为或不作为承担责任。无论施乐辉是否向供应商支付款项，供应商应按照供应商与该等分包商之间的约定，及时向其分包商支付所有应付款项。供应商应确保施乐辉的所有财产和本订单下的所有工作成果在任何时候都没有任何形式的留置权或权利负担。如果供应商与某一分包商的关系解除，或根据供应商的判断，由于其他原因需要更换，供应商应在这期间为施乐辉提供持续的服务。供应商指定任何分包商并不导致施乐辉对该分包商承担任何责任，且该分包商不应作为第三方受益人获得本订单项下的任何权利。

The Supplier must not, without the written consent of S+N, sub-contract or assign all or any part of the order. The Supplier shall be responsible for all acts and omissions of its sub-contractors (if any). Supplier shall promptly pay its subcontractors all amounts due to such subcontractors as agreed between Supplier and such subcontractors irrespective of any payment or lack of payment by S+N to Supplier. Supplier shall keep all property of S+N and all Work Product under this order free and clear at all times of any and all liens or encumbrances of any kind. In the event that Supplier's relationship with a particular subcontractor dissolves, or in Supplier's judgment, a replacement is required for other reasons, Supplier shall provide Service continuity to S+N during this period. The appointment of any subcontractor by Supplier shall not create any liability on the part of S+N to such subcontractor and such subcontractor shall not obtain any rights as a third party beneficiary under this order.

11. 补救措施

REMEDIES

- 11.1 在不影响施乐辉可能享有的任何其它权利或补救措施的情况下，若供应商未能遵守本订单任何条件，或者任何服务和/或作为服务之一部分或与服务相关的任何商品或物料未能

按照订单之规定提供，施乐辉应有权自行决定采用以下一项或多项补救措施，无论施乐辉是否已经接受任何服务或任何商品或物料：

Without prejudice to any other rights or remedies which S+N may have, if the Supplier fails to comply with any of these Conditions, or if any of the services and/or any goods or materials to be provided as part of or in connection with the services are not provided in accordance with the terms of the order, then S+N shall be entitled at its discretion, whether or not any of the services or any of the goods or materials have been accepted by S+N, to avail itself of any one or more of the following remedies:

- 11.1.1 全部或部分取消订单且不对供应商承担由此产生的任何责任；和/或
to cancel the order in whole or in part and without any liability to the Supplier; and/or
- 11.1.2 拒绝接受服务（全部或部分），并将与服务相关的任何商品或物料退还给供应商，相应费用和 risk 应由供应商承担，同时，供应商应立即向施乐辉退还相应服务费用以及所退商品或物料的全额款项；和/或
to reject the services (in whole or in part) and return any goods or materials provided in connection with the services to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the relevant services and the goods or materials so returned shall be paid forthwith by the Supplier to S+N; and/or
- 11.1.3 施乐辉自行决定是否给予供应商机会，在供应商自付费用的前提下，由供应商重新履行相关服务和/或修复商品或物料之缺陷和/或提供替换商品或物料和/或采取任何其他必要行动以确保充分履行本订单之相关条款；和/或
at S+N's option, to give the Supplier the opportunity, at the Supplier's expense, either to re-perform the relevant services and/or to remedy any defect in the goods or materials and/or to supply replacement goods or materials and/or carry out any other work necessary to ensure that the terms of the order are satisfactorily fulfilled; and /or
- 11.1.4 拒绝接受服务的进一步履行和/或商品或物料的进一步交付，而不对供应商承担由此产生的任何责任；和/或
to refuse to accept any further performance of the services and/or any further deliveries of goods or materials without any liability to the Supplier; and/or
- 11.1.5 在供应商承担费用的情况下，采取任何必要的行动以确保服务和/或供应的商品或物料符合订单的要求；和/或
to carry out, at the Supplier's expense, any work necessary to ensure that the services and/or the goods or materials supplied comply with the order;
- 11.1.6 从第三方处获得同等或替代服务，并向供应商收取任何由于施乐辉获得同等或替代服务而产生的额外费用；和/或
to obtain equivalent or replacement services from a third party and to charge the Supplier for any additional costs incurred by S+N in doing so; and/or
- 11.1.7 对由于供应商违约而造成的损失向供应商索偿，包括但不限于所有由于供应商未按时提供服务而导致的业务中断相关的合理成本。
to recover from the Supplier such damages as may have been sustained as a result of the Supplier's breach, including but not limited to all reasonable costs associated with any business
- 11.2 在不影响施乐辉可能享有的任何其它权利或补救措施的情况下，供应商应就由于以下情况或与以下情况相关的原因而导致施乐辉承担、遭受或支付的全部直接或间接责任（包括但不限于利润损失、业务损失、商誉受损及类似损失）、损害、伤害、成本和支出（包括律师费和其他专业人士的费用和支出）给予施乐辉充分补偿：
Without prejudice to any other rights or remedies which S+N may have, the Supplier shall indemnify S+N in full against all direct or indirect liabilities (all of which terms shall include without limitation loss of profit, loss of business, depletion of goodwill and like loss), damages, injury, costs and expenses (including legal and other professional fees

and expenses) awarded against or incurred or paid by S+N as a result of or in connection with:

- 11.2.1 任何影响服务或影响作为服务一部分提供的或与服务相关的任何商品或物料的工艺、质量或材料存在缺陷；
any defective workmanship, quality or materials affecting the services or any goods or materials supplied as part of or in connection with the services;
- 11.2.2 因施乐辉或其任何关联人接受或使用服务或因施乐辉或其关联人使用、生产或销售任何供应商提供给施乐辉或其关联人且作为服务一部分或与服务相关的任何商品或物料而导致的任何知识产权侵权或侵权主张（除非此类商品或物料已按照施乐辉独家提供的规范或设计进行生产）；
any infringement or alleged infringement of any IP Rights caused by the receipt or use by S+N or its Affiliates of the services or by S+N's or its Affiliates' use, manufacture or sale of any of the goods or materials supplied to S+N or its Affiliates by the Supplier as part of or in connection with the services (save where such goods or materials have been manufactured in accordance with specifications or designs supplied solely by S+N);
- 11.2.3 任何针对施乐辉或其关联人提起的由于供应商履行服务存在疏忽或任何延迟或履行不能而导致的索赔，无论该等索赔是由施乐辉的客户、雇员或任何第三方所提起；
any claim brought against S+N or its Affiliates whether by its customers or employees or any third party to the extent that such claim arises as a result of the negligent performance of, or any other delay or failure in performance of, the services by the Supplier;
- 11.2.4 所有由于供应商提供的图纸、计算或其它资料中存在错误或疏忽所致的索赔；以及
all claims arising out of any error or omission in drawings, calculations or other particulars provided by the Supplier; and
- 11.2.5 供应商违反其在本订单条件 1 项下的任何义务。
the Supplier's breach of any of its obligations under Condition 1.
- 11.3 若由于供应商或其代理、雇员或分包商疏忽或未能遵守任何卫生安全规章或实施规程而导致任何施乐辉雇员或任何在施乐辉场所之其他人员受伤或以其他方式遭受损失，则供应商将就由此引起的任何民事或刑事诉讼而对施乐辉予以补偿。
In the event of any employee of S+N or any other person on S+N's premises being injured or otherwise suffering loss through any negligence or failure on the part of the Supplier or its agents, employees or sub-contractors to comply with any health and safety regulations or codes of practice the Supplier will indemnify S+N in respect of any civil or criminal action which may result therefrom.

12. 终止

TERMINATION

- 12.1 若发生以下情形，在不影响其有权享有的任何其它权利或补救措施的前提下，任何一方均有权在任何时候通过书面通知另一方而立即终止本订单：
Either party shall have the right at any time, and without prejudice to any other rights or remedies to which it may be entitled, by giving notice in writing to the other party to terminate the order forthwith:
- 12.1.1 如另一方实质违反本订单或本订单条件；或
if the other party is in material breach of the order or these Conditions; or
- 12.1.2 如另一方资产属于不良资产、受到强制执行或其它法律程序；或
if any distress, execution or other process is levied upon any assets of the other party; or

- 12.1.3 如另一方进入任何破产、清算、接管、执行、资不抵债或其它类似法律程序；或
upon the commencement of any bankruptcy, liquidation, receivership, administration, insolvency or other similar proceedings against the other party; or
- 12.1.4 如另一方终止或拟将终止业务经营；或
if the other party ceases or threatens to cease to carry on business; or
- 12.1.5 如另一方财务状况恶化，以至于相对方可合理认为另一方履行其义务的能力受到威胁。
the financial position of the other party deteriorates to such an extent that in the reasonable opinion of the party giving notice the capability of the other party adequately to fulfil its obligations is put in jeopardy.
- 12.2 施乐辉可在任何时候通过提前三十（30）天书面通知供应商的方式终止本订单。
S+N may terminate the order by giving thirty (30) days' notice in writing to the Supplier at any time.
- 12.3 若供应商出现控制权变更的情形，或有任何行为导致或可能导致施乐辉或其任何关联人名誉受损，或者损害或可能损害施乐辉或其任何关联人之权益，施乐辉有权经通知而立即终止本订单。
S+N shall have the right to terminate this order forthwith on notice if the Supplier undergoes a Change in Control or commits any act which brings or is likely to bring S+N or any of its Affiliates into disrepute or which damages or is likely to damage the interests of S+N or any of its Affiliates.
- 12.4 如供应商违反条件 1.3 中的任何陈述或保证，施乐辉应有权终止本订单。如本订单根据本条件 12.4 终止，施乐辉无须对由于该等终止所产生或与该等终止相关的任何责任负责，并且供应商应将施乐辉已经支付的所有费用归还施乐辉。施乐辉应有权依照条件 11.2 规定向供应商要求赔偿。
S+N shall have the right to terminate this order with immediate effect if the Supplier breaches any of the representations or warranties as provided in Condition 1.3 herein. If this order is terminated in accordance with Condition 12.4 herein, S+N will not be responsible for any liability arising out of or relating to such termination and the Supplier shall return to S+N all the Fee already paid by S+N. S+N shall be entitled to claim indemnifications as provided in Condition 11.2.
- 12.5 订单到期或终止不得影响在订单到期或终止前已经产生的和/或明示在订单到期或终止后仍将存续的权利和义务，明示或暗示在订单到期或终止后仍将继续有效的条件在订单到期或终止后仍将继续保持其执行力。
Any expiry or termination shall not affect those rights and obligations which have accrued prior to expiry or termination and/or which are stated expressly to survive expiry or termination, and those conditions which expressly or impliedly have effect after expiry or termination shall continue to be enforceable notwithstanding expiry or termination.
- 12.6 在订单终止后三十（30）日内，供应商应将所有提供给供应商的与订单相关的文献、其它文件、资料、样本、模型和/或设备以及供应商所拥有的所有副本、摘录和其它物品归还施乐辉，或按照施乐辉的指示另行处理，但不包括供应商为按照本订单履行其尚未完成的服务所需的物品（在此情况下，该等物品应在不再为上述目的使用时立即归还施乐辉）。
Within thirty (30) days after termination, the Supplier shall return to S+N, or otherwise dispose of in accordance with S+N's instructions, all literature, other documents, information, samples, models and/or equipment supplied to the Supplier in connection with the order, together with all copies, extracts and other items in the Supplier's possession, except in so far as the same are required by the Supplier to fulfil any

outstanding services pursuant to order (in which case they shall be returned to S+N promptly when no longer needed for that purpose).

- 12.7 在法律允许的最大范围内，供应商无权对本订单的有效终止要求任何赔偿、补偿或赔偿金。

To the maximum extent permitted by law, the Supplier shall not be entitled to any indemnity, compensation or damages arising out of the valid termination of the order.

13. 撤销

CANCELLATION

在不损害施乐辉享有的任何其他权利的前提下，施乐辉有权通过书面通知供应商的方式，随时全部或部分撤销任何订单。在撤销后，该订单（或被撤销部分）项下的所有工作均应停止，施乐辉应按照已依据该订单完成的工作、履行的服务和交付的任何商品或物料的价值，公平合理地确定相应比例的订单价格作为付款金额，向供应商付款。在支付此类款项后，施乐辉无需再因此类撤销，就任何损害、利润损失或其他损失向供应商支付任何其他款项。

Without prejudice to any other right available to it, S+N shall be entitled to cancel any order in whole or in part at any time by giving written notice to the Supplier whereupon all work under the order (or the cancelled part) shall be discontinued and S+N shall pay to the Supplier such proportion of the order price as may be fair and reasonable having regard to the value of work done, of the services performed under the order and any goods or materials delivered, and on such payment no further sum or sums shall be due by way of damages, loss of profits or otherwise from S+N to the Supplier by reason of such cancellation.

14. 知识产权

IP RIGHTS

- 14.1 施乐辉是供应商或其代表在履行服务的过程中交付给施乐辉的或编制的所有交付物、软件程序、文件、工作成果、产出（包括数据）和其他材料以及供应商或其代表在履行服务的过程中创造或开发的所有其他项目（包括工作说明书中提及的任何项目）（“工作成果”）中的所有权利、所有权和利益的唯一和排他性的拥有者，包括但不限于所有(a)专利、专利披露和发明（无论是否可申请专利）；(b)商标、服务标志、商业外观、商号、标识、公司名称和域名，以及所有相关商誉。(c)版权及可享有版权的作品（包括但不限于电脑程序、图像、影像、表格及图形用户界面），以及数据、数据库（包括但不限于使用施乐辉或第三方数据的新数据库或重组数据库）、算法（包括但不限于学习算法）、模型、方法及源代码中的权利。(d)商业秘密、技术诀窍和其他保密信息；以及(e)所有其他知识产权；在每种情况下，不论是已注册还是未注册，包括所有对该等权利的申请、续期或延展，以及世界任何地方的所有类似或同等权利或保护形式（“知识产权”或“IPR”）。对施乐辉的上述工作成果和知识产权，供应商应按照条件 9 之规定予以保密。

S+N is and shall be the sole and exclusive owner of all right, title and interest in and to all deliverables, software programs, the documents, work product, output (including data) and other materials that are delivered to S+N or prepared by or on behalf of Supplier in the course of performing the services and all other items that are created or developed by or on behalf of the Supplier in the course of performing the services, inclusive of any items referenced in a SOW (“Work Product”), including without limitation all (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all associated goodwill; (c) copyrights and copyrightable works (including without limitation computer programs, graphics, images, tables and graphical user interfaces), and rights in data, databases (including without limitation new or restructured databases using S+N or third party data), algorithms (including without limitation learning algorithms), models, methodologies and source code; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights; in each case whether registered or unregistered and including all

applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world (“Intellectual Property Rights” or “IPR”). For S+N’s Work Product or IPR above, the Supplier shall treat the same as confidential in accordance with Condition 9.

- 14.2 所有由施乐辉准备的与订单相关的资料、图纸、样品、规格和其它技术数据应视为且在任何时候应作为施乐辉之资产，施乐辉有权在任何时候为任何目的而使用和复制该等数据。除向施乐辉履行服务外，供应商不得为其他目的使用该等数据。
All material, drawings, samples, specifications and other technical data prepared by S+N in connection with the order shall be and must at all times remain the property of S+N which S+N is entitled to use and reproduce at any time for any purpose whatsoever. The Supplier must not use any such data except in order to perform the services for S+N.

- 14.3 一方在生效日前拥有的所有知识产权和/或一方在本订单之外独立创造的知识产权（“背景知识产权”）仍归该方所有。供应商保证并声明，其是在履行服务和提供工作成果时提供或使用的所有背景知识产权的所有权利、所有权和权益的所有人或授权许可人。供应商在此授予施乐辉及其关联公司及其各自的被许可人、客户、代理人 and 代表不可撤销的、永久的、全额付清的、免使用费的、可转让的、全球范围内的许可，允许其使用、运行、展示、执行、复制、分发、传播、修改（包括创作衍生作品）、进口、制作、安排他人制作、出售、要约出售和以其他方式利用纳入工作成果中的、与工作成果相结合的或者为使用工作成果而合理需要的供应商的背景知识产权，并且将其用于与施乐辉接收或使用服务、工作成果和知识产权有关的任何和所有合理必要的目的。
All IPRs owned by a Party before the Effective Date and/or IPRs created by a Party independently of this order (Background IPRs) shall remain vested in that Party. Supplier warrants and represents that it is the owner or authorised licensor of all right, title and interest in and to all its Background IPRs provided by or used by Supplier in connection with performing the services and providing the Work Product. Supplier hereby grants S+N and its Affiliates and their respective licensees, customers, agents and representatives an irrevocable, perpetual, fully paid-up, royalty-free, transferable, worldwide licence to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit Supplier’s Background IPRs to the extent incorporated in, combined with or otherwise reasonably necessary for the use of the Work Product, and for any and all purposes reasonably required in connection with S+N’s receipt or use of the services, Work Product and IPR.

- 14.4 供应商在此向施乐辉转让（或同意转让）在提供服务过程中或者在提供专为施乐辉设计生产的商品或物料过程中由供应商所创造的或代表供应商创造的所有知识产权和其他类似权利的全部权益，并且保证不存在任何第三方权利。
The Supplier hereby assigns to S+N (or where appropriate hereby agrees to assign) with full title guarantee and free from all third party rights, all IP Rights and all other similar rights generated by or on behalf of the Supplier specifically in the course of the provision of the services, or in the case of goods or materials those produced to S+N’s specific design.

- 14.5 供应商应在施乐辉提出要求的情况下立即采取（或设法采取）进一步行动和措施、签署施乐辉可能不时要求的任何其他文件，以保证施乐辉在本订单项下的权益，包括根据本订单条件转让给或将要转让给施乐辉的知识产权和所有其他权利中的全部权利、权益和利益。
The Supplier shall, promptly at S+N’s request, do (or procure to be done) all such further acts and things and the execution of all such other documents as S+N may from time to time require for the purpose of securing for S+N the full benefit of the order, including all right, title and interest in and to the IP Rights and all other rights assigned or to be assigned to S+N in accordance with these Conditions.

15. 转让及关联人

ASSIGNMENT & AFFILIATES

- 15.1 未经另一方事先书面同意，任何一方均不得将本订单或本订单项下之任何权利或义务转让或以其他方式转移给任何第三方，但施乐辉可将本订单或本订单项下之任何权利或义务转让或转移给其任何关联人或在施乐辉对其任何业务进行合并或处置时进行转让。
Neither Party shall assign or otherwise transfer the order or any rights or obligations thereunder to any third party without the prior written consent of the other, provided that S+N may assign or transfer to any of its Affiliates or pursuant to merger or a disposal by S+N of any of its business.
- 15.2 施乐辉应有权通过其任何关联人履行施乐辉在本订单项下所承担的义务并行使施乐辉在本订单项下所享有的权利，但在此情况下，为本订单之目的，关联人的行为或疏忽将被视为施乐辉的行为或疏忽。
S+N shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under the order through any Affiliate, in which case any act or omission of its Affiliate shall for the purposes of the order be deemed to be the act or omission of S+N.
- 15.3 任意一方均不得通过关联人或以其它方式间接从事任何本订单禁止该方直接从事的行为。
Neither Party will do indirectly, through an Affiliate or otherwise, anything that the order would prohibit such Party from doing directly.
- 15.4 非本订单缔约方无权执行本订单任何条款，但本条之规定不影响第三方独立于本订单而存在的任何权利或救济。
A person who is not party to the order shall have no right to enforce any term thereof, but this does not affect any right or remedy of a third party which exists or is available independently of the order.

16. 声明及宣传

STATEMENTS & PUBLICITY

- 16.1 供应商在任何时候均不得作出任何与施乐辉或其关联人相关的失实或误导性声明。
The Supplier shall not at any time make any untrue or misleading statement in relation to S+N or any of its Affiliates.
- 16.2 未经施乐辉事先书面同意，供应商不得为广告或宣传目的而利用施乐辉的名称、商号、商标、标识或其他知识产权或就本订单之存在作出任何新闻发布。
The Supplier shall not make any press announcement of the existence of the order or make use of the name, trade name, trademark, logo or other IP rights of S+N for any advertising or publicity purposes without the prior written consent of S+N.
- 16.3 供应商应采取一切合理措施以确保其雇员、代理、代表和分包商遵守本条件 16 之规定。
The Supplier shall take all reasonable steps to ensure the observance of the provisions of this condition 16 by its employees, agents, representatives and sub-contractors.

17. 通知

NOTICES

- 17.1 缔约双方之间的任何通知或其它通讯应采用英语和/或中文。且在任何情况下，通知和通讯应发送至本订单首页所载地址。
Any notices or other communication between the parties shall be in the English and/or Chinese language and in each case delivery shall be to the address shown at the start of the order.

18. 一般事项

GENERAL

- 18.1 如不存在与服务相关的商品和/或物料，本订单中与商品和/或物料相关的条件则不适用。
If there is no goods and/or materials associated with the services, then the corresponding Conditions in this order in relation to goods and/or materials shall not be applicable.
- 18.2 本订单适用中华人民共和国法律并据其解释（为避免疑义，《联合国国际货物销售合同公约》不适用于本订单）。
This order will be construed and enforced in accordance with the laws of People's Republic of China (for the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this order).
- 18.3 因本订单产生或与本订单相关（包括本订单的违反、终止或无效）的任何争议或索赔应提交中国国际经济贸易仲裁委员会（以下简称“仲裁委员会”）根据提交仲裁申请时届时有效的该仲裁委员会仲裁规则通过仲裁予以解决。仲裁程序应由三名仲裁员组成的仲裁庭于中国上海市以中文进行。仲裁裁决为终局裁决，对双方具有约束力。当任何争议处于仲裁期间，除争议事项以外，双方应继续行使其各自剩余的权利，并履行其在本订单项下剩余的义务。
Any dispute or claim arising out of or in connection with this Agreement, including breach, termination or invalidity of it shall be submitted to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration should be conducted in Chinese by a sole arbitrator in Shanghai, China. The arbitral award is final and binding upon both parties. When any dispute is under arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights, and fulfill their remaining obligations under this order.
- 18.4 除施乐辉订单或任何由施乐辉书面明确同意并且由施乐辉授权签字人签署的订单修正外，施乐辉不对任何其它订单或订单修正承担责任。
S+N is not liable for any orders or amendments to orders other than S+N's orders or an amendment expressly agreed in writing and signed by an authorised signatory of S+N.
- 18.5 施乐辉对供应商的任何违约之弃权不应视为其对供应商在本订单条件下任何责任的进一步违约的弃权。
Any waiver by S+N of any breach or default of the Supplier shall not be deemed a waiver of any subsequent breach or default of the Supplier from any liability under the order.
- 18.6 在不影响条件 16.2 的情况下，未经施乐辉事先书面同意，供应商不得以任何形式，直接或者间接地注册、试图注册或使用施乐辉的名称、商号、商标、标识、其它知识产权或任何与施乐辉知识产权相似以至于容易产生混淆的知识产权。
Without prejudice to Condition 16.2, Supplier shall not, directly or indirectly, register, attempt to register or use, by any means, S+N's name, trade name, trademark, logo, other IP Rights or any intellectual properties which are confusingly similar to S+N's intellectual properties without S+N's prior written consent.
- 18.7 供应商委任为独立承包商，本订单不得视为在供应商和施乐辉之间建立或创建任何代理、合伙、雇佣或类似关系，任何一方均不得通过合同或其他方式约束另一方。并且，供应商不得向任何第三方表明其有权约束施乐辉。
The Supplier is appointed as an independent contractor, and the order does not create or establish any agency, partnership, employment or similar relationship between the parties, and neither Party is authorised to bind the other Party, contractually or otherwise. In addition, the Supplier shall not hold itself out to any third party as having the right to bind S+N.

- 18.8 除非另有明确规定，任何一方均应自行承担其在履行本订单项下之义务过程中产生的费用。
Each Party will bear its own expenses in performing its obligations under the order, except as may be otherwise expressly provided.
- 18.9 本订单之任何规定均不限制或排除任何一方由于其疏忽造成的死亡或人身伤害责任、诈骗或欺诈性虚假陈述而引起的任何责任或根据法律不能被限制或排除的任何其它责任。
Nothing in this order shall restrict or exclude either Party's liability for death or personal injury resulting from negligence, or any liability for fraud, fraudulent misrepresentation or any other liability that by law cannot be restricted or excluded.
- 18.10 若本订单任何条件之规定（全部或部分）被任何法院或其它有管辖权的机构认定为无效或无法执行，本订单其它条款、条件及受影响条款的其余部分仍应继续有效。
If any provision of these Conditions is held by any court or other competent authority to be void or unenforceable (in whole or in part) the other provisions of the order and these Conditions and the remainder of the affected provision shall continue to be valid.