

GENERAL TERMS AND CONDITIONS OF PURCHASE (“GTC”)(CN)
采购通用条款和条件（“采购条款”）（中国大陆适用）

1. CONTRACT DOCUMENTS

合同文件

- 1.1 In these GTC, the “**Buyer**” shall mean the company stated in the Purchase Order, in the Letter of Acceptance or in the VAT invoice. The GTC shall govern the supply and/or performance of the Goods & Services by your company (“**Supplier**”) to the Buyer. The term “**Goods & Services**” shall mean all goods, including parts or units thereof, and/or services/works which the Supplier is required to supply and/or perform, as the case may be, under the Contract as set out in the Specifications.

在本采购条款中，“**买方**”是指采购订单或中标函或增值税发票中列明的购买方。贵司（“**供应商**”）应当遵照采购条款的约定向买方提供和/或履行的货物和服务。“**货物和服务**”一词是指所有货物，包括其部分或部件，和/或视情形而定由买方在合同的规格说明中明确要求供应商提供和/或履行的服务或工程。

- 1.2 A Contract by the Buyer with the Supplier is formed and binding when the Purchase Order or the Letter of Acceptance is executed by the authorised representative and affixed with Company Seal/ Contracts Seal (where appropriate) of each party.

买方和供应商之间的合同将在采购订单或中标函经各方授权代表签字且加盖双方公章/合同章（如适用）生效之日形成并具有法律约束力。

- 1.3 The contract documents (“**Contract**”) shall comprise of (a) GTC, (b) specifications in the Request for Proposal (or by whatever name) (“**Specifications**”), (c) Letter of Acceptance (if any), (d) Purchase Order and (e) the Supplier’s quotation offer to the Buyer (“**Supplier’s Quotation**”). Any Purchase Order of the Buyer is expressly made conditional on the Supplier’s assent to the GTC without deviation. However, if there is a conflict among the provisions of the Contract aforementioned, the following order of precedence shall apply (a) Purchase Order; (b) Letter of Acceptance (if any); (c) Specifications; (d) GTC; (e) Supplier’s Quotation.

合同文件（“**合同**”）应由以下文件构成：（a）采购条款；（b）招标书（或任何其他名称的文件）中描述的规格要求（“**规格说明**”）；（c）中标函（如有）；（d）采购订单和（e）供应商向买方提供的报价（“**供应商报价**”）。任何买方的采购订单应当以供应商对采购条款的完全且无偏差的同意为条件。前述合同条款之间如有冲突，应按照以下优先顺序执行（a）采购订单；（b）中标函（如有）；（c）规格说明；（d）采购条款；（e）供应商报价。

- 1.4 The Supplier warrants that it has the expertise, experience and professionalism to provide the Goods & Services and shall carry out and complete the supply of the Goods & Services with all reasonable care, skill and diligence. The Supplier further warrants that it has the necessary regulatory and business licences as well as permits to undertake the provision of the Goods & Services.

供应商保证其具有提供货物和服务的专业知识、经验和专业精神，并应以所有合理的谨慎、技能和勤勉履行并完成货物和服务的供应。供应商进一步保证其符合必要的监管要求并具备提供货物和服务所需的营业证照和许可。

- 1.5 The Supplier represents and warrants to the Buyer that the Goods & Services will and have been designed, manufactured or will be supplied to perform in compliance with all applicable laws, regulations and codes, as well as fit for the purpose.

供应商向买方声明并保证，货物和服务在设计、制造或供应时符合所有适用的法律、法规和规范，并符合采购目的。

- 1.6 The Supplier is deemed to have obtained for itself all the necessary information and satisfied itself the risks, obligations and all matters and things necessary which it is to undertake under the Contract upon the submission of its quotation.

供应商提交报价时应被视为已经获得了所有必须的信息并愿意承担其风险、义务和全部其他履行合同所须承担的事务。

- 1.7 For the purpose of the Contract, the Supplier shall be an independent contractor and not agent or employee or partner of the Buyer.

为合同目的，供应商应当是独立的承包商，不是买方的代理、雇员或合作伙伴。

- 1.8 Any reference in the Contract to a statutory provision shall include that provision and any regulations made pursuant thereto which may from time to time be modified or re-enacted in accordance with the laws of People’s Republic of China. For the avoidance of doubt, such modifications or re-enactment of statutory provisions shall apply to the Contract prior to completion of the Contract, even if such changes in law only come in force after the execution of the Contract.

合同中提及的任何法律规定均应包括该条款和根据该条款制定的任何法规，以及该等法律法规根据中华人民共和国法律不时修改或重新制定的文本。为避免疑义，该等修改或重新制定的法律法规应当适用于尚未履行完毕的合同，即使该等法律法规的修改在合同生效后才开始实施。

2. SCOPE OF CONTRACT

合同范围

- 2.1 The Supplier shall carry out and complete the supply of the Goods & Services in accordance with the Contract. Unless otherwise stated in the Contract, all Goods & Services shall be new and unused.

供应商应根据合同约定履行并完成货物和服务的供应。除非合同另有规定，所有的货物和服务都应是全新和未曾使用的。

- 2.2 The contract period (where applicable) shall be specified in the Purchase Order or the Letter of Acceptance or the Specifications.

合同期限(如适用)应在采购订单或中标函或规格说明中明确约定。

3. DELIVERY

交付

- 3.1 The Supplier shall deliver the Goods & Services at the place(s) and in the manner specified in the Purchase Order or the Specifications. The Supplier shall obtain a receipt or howsoever described from the Buyer in the form of sign-off by the Buyer’s authorised representative and Buyer’s company stamp. The issue of such receipt shall in no way relieve the Supplier from its responsibilities under the Contract. The Supplier shall bear the risk of loss during the time in which the Goods & Services be delivered is not in the possession of the Buyer.

供应商应在采购订单或规格说明中规定的地点和方式交付货物和服务。供应商应获得由买方授权代表签字并加盖买方公章的收货单或其他由买方出具的验收文件。该收货单的签发并不免除供应商在合同项下的责任。发生在货物和服务交付期间但尚未被买方占有之前的风险和损失由供应商承担。

- 3.2 Without prejudice to the Supplier’s obligation to deliver the Goods & Services on time, in the event the Supplier for any reason anticipates any difficulty in delivering by 5pm on the delivery date as specified in the Purchase Order/Specifications or such extended date agreed in writing by the Buyer (“**Delivery Date**”), the Supplier shall immediately notify the Buyer in writing with reasonable details.

在不影响供应商按时交付货物和服务的情形下，如供应商因任何原因预计到无法在采购订单/规格说明中约定的交付日或双方书面同意延长的日期（“**交付日**”）下午 5 点前交付的，供应商应当立即书面通知买方并告知合理的细节。

- 3.3 Title to the Goods & Services shall pass to the Buyer upon delivery in the case of goods and upon installation in the case of services/works. 货物和服务的所有权在货物交付买方/在安装服务或工程完成时一并转移至买方。

4. REMOVAL AND REPLACEMENT

移除和更换

- 4.1 When notified in writing by the Buyer, the Supplier shall forthwith at its own cost, remove and replace the Goods & Services that are found to be damaged, defective or in any way inferior to approved samples, or not in accordance with the Purchase Order or Specifications, failing which the Buyer shall have the right to purchase replacement elsewhere or to make good any damage in any manner it deems necessary and all cost, loss, expense and damage incurred shall be recoverable from the Supplier as debt due and recoverable under Clause 5.2.

买方发现交付的货物和服务如有损害、缺陷或任何方面劣于买方批准的样品，或与采购订单或规格说明不符的，供应商应当在收到买方书面通知后立即自费用予以移除和更换；否则，买方有权另行采购替代物品或以买方认为必要的任何方式修复，因此产生的全部费用、损失、支出和损害将由供应商承担，并构成供应商的到期债务，买方有权按照采购条款第 5.2 款约定向供应商追索并受偿。

5. PAYMENT

付款

5.1 The Buyer shall pay the Supplier within 45 days upon supply of the Goods & Services in accordance with Clause 3.1 and upon receipt of VAT invoice and other documents in accordance with Clause 5.3, subject to any adjustments or deductions expressly provided for in the Contract and provided that no payment shall be considered as evidence of the quality of any Goods & Services to which such payment is made nor shall it relieve the Supplier from its responsibility under Clause 4.

买方应当在货物和服务按照采购条款第 3.1 款交付且按照第 5.3 款的约定买方收到增值税发票和其他文件之日起 45 天内付款, 但须受限于合同中明确约定的调整或扣除, 且不得将任何付款行为视为货物和服务质量的任何证据也不构成采购条款第 4 条项下供应商义务的任何减免。

5.2 Without limiting the Buyer's rights under the Contract, the amount of any payment or debt owed by the Supplier to the Buyer under the Contract may be deducted by the Buyer from any monies payable by the Buyer to the Supplier pursuant to the Contract.

在不限制合同项下买方权利的情况下, 买方可从合同项下应向供应商支付的任何款项中扣除供应商在合同项下欠买方的任何款项或债务。

5.3 The Supplier shall submit such VAT invoices and other documents as the Buyer may require for the purposes of making payment.

供应商应当提交买方为付款所需的增值税发票和其他文件。

5.4 Except as expressly provided herein, there shall be no adjustment to the Contract Sum following any increase in costs of raw materials, labour, taxes for the supply of the Goods & Services.

除非另有明文约定, 否则合同金额在原材料价格、劳动力成本、货物和服务对应税费增加的情况下不做调整。

6. PRICES

价格

6.1 The Contract Sum means the grand total lump sum set out in the Purchase Order or in the Letter of Acceptance ("**Contract Sum**"), shall be fixed and subject only to adjustments or deductions expressly provided for in the GTC. The Contract Sum is inclusive of all taxes and duties.

合同金额是指采购订单或中标函中列明的总包干金额 ("**合同金额**"), 该金额为固定数额且已包含各项税费, 除非采购条款明确约定的调整或扣除, 否则该金额不发生任何变化。

7. INSPECTION

查验

7.1 The Buyer shall have the right to inspect or test the Goods & Services before delivery. Inspection or testing of any Goods & Services shall not relieve the Supplier of any of its obligations under the Contract, nor shall it constitute acceptance or approval of any Goods & Services or constitute or operate as a waiver of any defect, non-conformity or any rights or remedies available under the Contract or at law.

买方有权在货物和服务交付前进行查验。买方对任何货物和服务的查验或测试, 不会减免任何供应商在合同项下的义务, 也不会构成对任何商品和服务的接受或批准, 亦不构成对任何缺陷、不合格或对合同或法律项下的任何权利或救济的豁免。

8. DELAY IN SUPPLY AND DELIVERY

逾期交付

8.1 Subject to Clause 11.1, in the event the Supplier fails to deliver the Goods & Services by the Delivery Date, the Buyer shall have the right to one or more of the following:

受制于采购条款第 11.1 款, 如供应商未能在交付日交付货物和服务, 买方有权行使以下一项或多项权利:

- (a) to terminate the Purchase Order forthwith or refuse to accept any delivery made after the Delivery Date without compensation and obtain the Goods & Services from other sources and any additional cost, loss and expense incurred as a result of the Supplier's default shall be deducted from any money due to the Supplier or shall be recoverable from the Supplier; and/or 立即终止采购订单或拒绝接受交付日之后的任何交付且无需向供应商赔偿; 买方有权从任何其他渠道获得货物和服务, 因供应商违约而产生的任何额外费用、损失、支出, 买方有权从应付供应商的任何款项中扣除, 或者向供应商追索并受偿; 和/或
- (b) to deduct from any moneys due to the Supplier or require the Supplier to pay a sum calculated at 1% of the Contract Sum for

each day of delay (including Saturdays, Sundays and Public Holidays), as liquidated damages.

按照每逾期交付一天 (含周六、周日和公众假期) 1% 合同金额的标准, 从应付供应商的款项中扣除或要求供应商支付该等金额, 作为逾期交付的违约赔偿金。

9. WARRANTY

承诺保证

9.1 The Supplier guarantees that the Goods & Services supplied under the Contract will be free from any defect in manufacture, or any defect arising out of faulty materials or workmanship for a period of twelve (12) months (or otherwise specified in the Contract) from the date of receipt of the Goods & Services by the Buyer from the Supplier.

供应商保证: 合同项下交付的货物和服务没有任何制造缺陷, 或自买方从供应商接收货物和服务之日起 12 个月内 (或者合同中另行约定的其他期限) 没有任何因劣质材料或不良制作工艺引起的缺陷。

9.2 If the characteristics of the quality of the Goods & Services are not specified in the part number and/or description, the Goods & Services shall be of the best commercial quality. Goods & Services in respect of which a specific warranty is requested shall be accompanied by the relevant certificate(s).

如果货物和服务的品质要求没有在任何产品型号和/或说明书中指明, 则货物和服务应当具备最好的商业品质。需要特别保证的货物和服务, 应当附随提供相关的证书。

9.3 In case of any minor defect and/or discrepancy which does not jeopardize the final use of the Goods & Services, the Buyer has the right, at its sole discretion, to request a correction of such a defect and/or discrepancy from, and at the expense of, the Supplier, or to request for a reduction of the price payable for the Goods & Services with the defect and/or discrepancy.

如有任何微小缺陷和/或不符之处但不损害货物和服务的最终使用, 买方有权单方面自行决定要求供应商自负费用改正该等缺陷和/或差异, 或者要求减低该等有缺陷和/或差异货物和服务的价格。

10. SUB-CONTRACTING AND ASSIGNMENT

分包和转让

10.1 The Supplier shall not sub-contract or assign this Contract or any part of this Contract without the prior written consent of the Buyer. In the event that the Supplier is permitted to sub-contract, it shall remain fully liable for the proper performance of its entire obligations under the Contract and for the act, default, or omission of any assignees or approved subcontractors, their agents or servants.

未经买方事先书面同意, 供应商不得分包或转让合同的全部或任何部分。对于获得买方同意的分包, 供应商应当继续就该分包商在合同项下的全部义务的恰当履行以及对任何受让人或经批准的分包商及其代理人或雇员的行为、违约或疏漏承担全部责任。

11. FORCE MAJEURE

不可抗力

11.1 Neither party shall be liable for any failure to perform its obligations under this Contract if the failure results from an event which is beyond the reasonable control of either party. Provided Always that the affected party shall immediately notify the other party and the affected party shall resume that obligation as soon as the event ceases or abates. For purposes of this Contract, such acts shall include acts of God, civil or military authority, civil disturbance, wars, terrorism, infectious diseases, epidemics or other catastrophes, provided such delay or failure is not the fault of such party. For the avoidance of doubt, the provisions of this Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the said events.

任何一方无须就未能履行本合同项下的义务承担责任, 如果该等延迟或未履约非因该方过错导致而是因为任何一方无法合理控制的事件导致 (就本合同目的而言, 该等事件包括天灾、军事行为、动乱、战争、恐怖行动、传染病、流行病或其他灾难)。遭受该等事件影响的一方应当立即通知另一方; 一旦该等事件停止或减弱, 应当立即恢复履行合同义务。为免疑义, 本合同的条款继续有效且所有合同项下的义务不受该等事件的影响。

11.2 If the event shall continue for a period exceeding 1 month, the Buyer may at any time thereafter give written notice to the Supplier to terminate the Contract forthwith. In such event, the Supplier have no claim against the Buyer in respect of such force majeure.

如果该事件持续时间超过 1 个月，买方可在此后的任何时间书面通知供应商立即终止合同，该等情形下供应商无权向买方提出索赔要求。

12. INSURANCE

保险

12.1 The Supplier shall effect and maintain a public liability insurance policy with an insurance company approved by the Buyer in the following sum:

- (a) a sum not less than CNY 2 million where the Contract Sum is between CNY 100,000 and CNY 5 million; or
- (b) a sum not less than CNY 5 million where the Contract Sum is in excess of CNY 5 million.

供应商应向买方认可的保险公司投保并维持一份公众责任保险，保险金额如下：

- (a) 若合同金额在人民币 10 万元至 500 万元之间，保险金额不得少于人民币 200 万元；或
- (b) 若合同金额超过人民币 500 万元，保险金额不得少于人民币 500 万元。

12.2 Notwithstanding the aforementioned, the Supplier is not required to purchase public liability insurance policy if the Contract Sum is less than CNY 100,000.

尽管有上述规定，若合同金额低于人民币 10 万元，买方不强制要求供应商购买公众责任险。

13. DATA PROTECTION

数据保护

13.1 The Buyer may collect, use, transfer, retain, disclose or otherwise process (collectively, “**Process**”) information that can be linked to specific individuals (“**Personal Data**”) to ensure due deliverance of the Goods & Services by the Supplier, its employees and agents under this Contract, as well as to comply with regulatory requirements, or for quality or risk management purposes (“**Purposes**”). Where the Supplier is required to provide the Buyer with Personal Data in connection with the performance of the Contract and/or Purposes, the Supplier warrants that it has obtained such individual’s consent to do so in accordance with all applicable laws.

买方可以收集、使用、转让、保留、披露或以其他方式处理（合称“**处理**”）可以与特定个人链接的信息（“**个人数据**”）以确保供应商、其雇员和本合同项下的代理可以按时交付货物和服务，并符合监管要求或满足质量、风险管理之目的（“**目的**”）。若供应商被要求向买方提供与合同履行和/或目的有关的个人数据，则供应商保证其已根据所有适用的法律法规获得该等个人的同意。

13.2 The Supplier further warrants that it will Process Personal Data provided by the Buyer in accordance with the terms and conditions set out in all applicable laws.

供应商进一步保证，将按照所有适用的法律法规规定的条款和条件处理由买方提供的个人数据。

14. INDEMNIFICATION

赔偿

14.1 Where intellectual property rights remain with the Supplier, the Supplier shall be deemed to have given to the Buyer a non-terminable, transferable, non-exclusive royalty-free licence, to all such rights to do everything necessary in order for the Buyer to use the Goods & Services.

如果知识产权由供应商保留，则供应商应被视为向买方授予了一份不可终止的、可转让的、非独家的免使用费的使用许可，授予买方为使用货物和服务享有采取一切必要措施的所有权利。

14.2 Without prejudice to any other right or remedy available to the Buyer, the Supplier shall indemnify the Buyer and their successors and assigns against all liabilities, claims, losses, damages, costs and expenses (including lawyer’s fees) whatsoever which the Buyer may incur whether directly or as a result of:

在不损害任何买方权利或救济的前提下，供应商应当赔偿买方及其继任者和受让人因以下原因而直接产生或因此导致的一切责任、索赔、损失、损害赔偿、成本和开支(包括律师费)：

- (a) personal injury or death of any person or in respect of any loss or damage attributable to any defect in the Goods and Services; and
- 任何人的 人身伤害或死亡，或由于货物和服务的任何缺陷而造

成的任何损失或损害；和

(b) any third party claim or in connection with any act, default or omission of the Supplier (or its officers, employees, agents or subcontractors) in relation to the supply of the Goods and Services, including but not limited to infringement of any intellectual property rights and all other applicable laws and regulations of the People’s Republic of China.

第三方索赔或与提供货物和服务有关的供应商(或其职员、雇员、代理人或分包商)的任何行为,违约或疏漏，包括但不限于侵犯知识产权权利和违反其他在中华人民共和国适用的法律法规。

15. LIMITATION OF LIABILITY

责任限制

15.1 The Buyer shall not be liable for any loss, damage or destruction of any property or any injury or death of the Supplier or any Supplier’s employees arising from or related to the Contract, except where caused by the proven gross negligence or wilful default of the Buyer. In any event, the cumulative liability of the Buyer to the Supplier shall not exceed the Contract Sum.

买方无需对因合同产生或与合同有关的任何财产损失、损坏或毁坏，或对供应商或供应商雇员的任何伤害或死亡承担任何责任，除非经证明是因买方的重大疏忽或故意违约所致。在任何情况下，买方对供应商的累计责任不应超过合同金额。

16. TERMINATION

终止

16.1 Notwithstanding Clause 8.1(a), the Buyer shall have the right to terminate the Contract for convenience by giving 30 days’ notice in writing and without having to assign any reason for doing so; and the Supplier shall have no claim for any damages or compensation. For the avoidance of doubt, any overpayment in the Contract Sum shall be refunded by the Supplier within 14 days of the Buyer’s demand for such refund whilst any underpayment in the Contract Sum shall be paid by the Buyer based on the Goods & Services supplied and/or performed. The Supplier shall accept the Buyer’s calculation of the amount to be refunded by Supplier or to be paid by the Buyer as final and conclusive, save for manifest error.

尽管有采购条款第 8.1 (a) 的约定，买方有权以提前 30 天书面通知的方式终止合同而无需任何特定理由；供应商不得要求任何赔偿或补偿。为免疑义，供应商应在买方要求退款后 14 天内退还合同金额中的任何超付款项；而根据供应商已经提供和/或履行的货物和服务计算的合同金额中应付未付款项，买方应向供应商支付。除非出现明显的错误，买方对供应商应退还的款项或买方应支付款项的计算是最终和决定性的，供应商同意接受。

16.2 The Buyer may forthwith terminate this Contract by written notice to the Supplier if the Supplier is (i) unable to pay its debts or (ii) faced with a winding up petition or (iii) having a receiver or administrator appointed over its assets, or (iv) in breach of the Contract and does not remedy the breach to the satisfaction of the Buyer within 5 days of being asked to do so, without prejudice to any other rights or remedies available to the Buyer and for any antecedent breaches by the Supplier.

供应商如有下列情形，买方可以立即书面通知供应商而终止合同：

- (i) 无力清偿债务；或
- (ii) 面临清算申请；或
- (iii) 被指定接管人或管理人管理其资产；或
- (iv) 在不影响买方享有的任何其他权利或救济以及不影响供应商之前任何违约行为的情况下，如供应商违反合同且在买方要求后 5 天内未对违约行为做出令买方满意的补救。

17. CONFIDENTIALITY

保密

17.1 The Supplier shall keep confidential all information that it comes to know of pursuant to this Contract. This information shall not be used for any purpose other than for the performance of this Contract.

供应商应对根据合同获知的所有信息保密。这些信息不得用于合同履行以外的任何目的。

17.2 The employees and agents of the Supplier shall, if so required by the Buyer, sign an undertaking to safeguard confidential information whenever required by the Buyer.

供应商的雇员和代理应当按照买方的要求签署一份承诺书以按照买方的要求承担保密义务。

17.3The Supplier shall not list or name the Buyer nor shall the Supplier describe in general terms the Goods & Services provided under the Contract in any marketing materials without the prior written consent of the Buyer.
未经买方事先书面同意，供应商不得列出或指名买方，也不得在任何市场推广材料中描述合同项下货物和服务的一般条款。

17.4This Clause shall not apply to information that is or becomes publicly available without breach of any confidentiality obligation.
本条款不适用于披露时已经为公众所知的信息或在不违反保密义务的情形下公开的信息。

17.5The provisions of this Clause shall survive completion or any termination of the Contract.
本条款在合同履行完毕或终止后仍然有效。

18. OWNERSHIP OF DOCUMENTATION
文件所有权

18.1The Buyer shall own all the documentation generated for the purpose of the Contract.
因合同目的而产生的全部文件的全部权利归属买方所有。

18.2The Supplier (including its officers, employees, agents or subcontractors) shall within 14 days upon the expiry or sooner determination of the Contract,
供应商（含其职员、雇员、代理或分包商）应当在合同期限届满后的14天内或合同另行约定的更早时间内：
(a) return all documents and copies received from the Buyer for the purpose of this Contract and all documents and copies produced in the course of supply of the Goods & Services; and/or
将为合同目的而从买方收到的全部文件和副本，以及因提供货物和服务过程中产生的全部文件和副本交还买方；和/或
(b) securely destroy and erase all softcopies of documentation that exist.
安全销毁或擦除现存文件的所有拷贝。

19. GENERAL
一般条款

19.1Any notice or other communication in connection with the Contract shall be sufficiently served if delivered by hand or registered post to the party's office address stated in the Purchase Order or in Supplier's Quotation or its registered office address.
任何与合同有关的通知或其他往来文件，如果通过专人或挂号邮寄方式送达至采购订单或供应商报价中规定的办公地址或注册地址，则应被认为是充分送达。

19.2If any provision(s) of the Contract shall be held illegal, invalid or unenforceable, the legality, validity or enforceability of any other provisions shall not be affected.
如合同的任何条款被认为是非法、无效或不可执行的，不影响其他条款的合法性、有效性或可执行性。

19.3Any amendment or variation of this Contract shall be effective only if agreed in writing and signed by the authorised representatives of the parties and affixed with the Company Seal /Contracts Seal (where appropriate).
对合同的任何修改或变更，必须经双方授权代表以书面形式同意、签字且加盖双方公章/合同章（如适用）后方能生效。

19.4A person who is not a party to the Contract shall have no right to enforce any of its terms.
非合同当事人无权执行合同的任何条款。

19.5No delay or indulgence by either party in enforcing the provisions of this Contract shall operate as a waiver or prejudice the rights of that party nor shall any single or partial exercise of any right or remedy preclude any further exercise of that right or remedy or the exercise of any other right or remedy.
任何一方在执行本合同条款时的任何延迟或纵容均不得视为放弃或损害该方的权利，任何一项或部分行使任何权利或救济措施均不得排除对该权利或救济措施的进一步行使，也不妨碍行使任何其他权利或救济。

19.6The rights and remedies provided to the parties under this Contract are cumulative and not exclusive of any rights or remedies provided by law.

本合同授予各方的权利和救济是累积性的，且不排除法律规定的任何权利或救济。

19.7The Contract is governed by the laws of People's Republic of China without regard to its conflict of laws rules.
本合同适用中华人民共和国法律，但不适用其法律冲突规则。

20. ANTI-CORRUPTION
反腐败

20.1The Supplier hereby represents, warrants and undertakes that:
供应商特此声明、保证并承诺如下：
(a) it has not and shall not, directly or indirectly, offer and/or receive any bribe, gratification or kickback to and from any employees (including their nominees or agents) of the Buyer; and
没有、也不应当直接或间接向买方的任何雇员(包括其指定人或代理人)提供和/或接受任何贿赂、奖赏或回扣; 和
(b) it shall immediately inform the Buyer if it is aware of any employee of the Buyer requesting or soliciting, whether directly or indirectly, the Supplier for any bribe, gratification, or kickback. To make a report, please write to reporting@mapletree.com.sg.
如果知悉买方的任何雇员直接或间接向供应商索取或寻求贿赂、奖赏或回扣，应立即通知买方 reporting@mapletree.com.sg。

21. DISPUTE RESOLUTION
争议解决

21.1In the event of any dispute, disagreement or claim, the parties shall attempt to resolve through negotiation in good faith, failing which submit the dispute to the applicable Chinese Arbitration Institution corresponding the applicable Buyer Location as set forth in the table below for arbitration in accordance with the then applicable arbitration rules. The arbitral award shall be exclusive, final and binding on both parties.
如有任何争议、异议或索赔，双方应努力通过友好协商解决，否则应将争议提交给下表所列买方所在地相对应的中国仲裁机构按照届时该仲裁机构适用的仲裁规则裁决，仲裁裁决是排他的、终局的，对双方均有约束力。

Buyer Location 买方所在地	Chinese Arbitration Institution 中国仲裁机构
Shanghai 上海	Shanghai International Economic and Trade Arbitration Commission 上海国际经济贸易仲裁委员会
Beijing 北京	China International Economic and Trade Arbitration Commission 中国国际经济贸易仲裁委员会
Guangzhou 广州	Shenzhen Court of International Arbitration 深圳国际仲裁院
Other China City 其他中国大陆城市	Shanghai International Economic and Trade Arbitration Commission 上海国际经济贸易仲裁委员会

22. ENTIRE CONTRACT
完整合同

22.1Any information, qualification, deviation, assumption, representation, technical particular etc. which the Supplier furnished to the Buyer and contained in all letters and correspondence which are not specifically referred to in the Contract shall be of no contractual effect whatsoever and no claim by the Supplier shall be entertained by the Buyer.
供应商提供给买方的，未在合同中明确提及的所有信函和函件中包含的任何信息，资格，偏差，假设，陈述，技术细节等，均不具有合同效力，买方不接受供应商因此提出的任何索偿。

23. LANGUAGE
语言

23.1The Contract shall be prepared in the Chinese and English languages. Buyer and Supplier hereby agree that (a) the Chinese version of this Contract shall be deemed as the original hereof and (b) in case of any inconsistency found between the Chinese version and the English version, the Chinese version shall prevail.
合同以中文和英文编写，买方和供应商据此同意（a）本合同中文版本应被视为合同的原始版本；且（b）中英文版本之间如有任何不一致，应以中文版本为准。