

GENERAL TERMS AND CONDITIONS OF PURCHASE

一般采购条款和条件

1. Definitions

In these general terms and conditions of purchase ("Terms and Conditions"), the following definitions apply:

Affiliate: with respect to either party, any corporation, enterprise or entity Controlling, Controlled by, or under common Control with, such party.

Agreement: any agreement, contract and/or purchase order between the Buyer and the Seller on the purchase of goods and/or services ("Products").

Buyer: any subsidiary of Umicore that has its registered office in China.

China: the People's Republic of China, excluding Hong Kong, Macau and Taiwan.

Control: in respect of a corporation, enterprise or entity, shall mean (1) the possession, directly or indirectly, of more than fifty percent (50%) of the shareholding interest of such corporation, enterprise or entity or (2) such other means to direct or cause the direction of the management and policies of such corporation, enterprise or entity (e.g., by contract).

Seller: any party that supplies goods to the Buyer, provides services to the Buyer or has agreed with the Buyer to do so.

Umicore: a company organized under Belgian law, with its registered address at Rue du Marais/Broekstraat 31, 1000 Brussels, Belgium, and registered with the Register of Legal Entities of Brussels under number 0401 574 852.

2. Acceptance

The Seller has read and understands these Terms and Conditions, and agrees that either Seller's written acceptance hereof or Seller's commencement of any work or services under these Terms and Conditions shall constitute Seller's acceptance of these Terms and Conditions, which shall apply to the exclusion of all terms and conditions, specifications, quotations, offers, letters, advises of dispatch, confirmations, invoices and other documents of the Seller, whether or not contained or referred to in the Agreement.

3. Price

The price payable for the Products ("Price") and any other terms and conditions of purchase shall be not less favorable to the Buyer than stated in the Agreement and, the Price, unless otherwise stated in a document expressly accepted by the Buyer, shall be:

- inclusive of all charges including, but not limited to, packaging material, packing, shipping, loading, carriage, insurance and delivery of the Products to the delivery address, and any duties, imposts, levies or taxes (including any sales or use tax); and
- fixed for the duration of the Agreement.

The Seller covenants that if it should at any time prior to the delivery of Products sold hereunder sell (including but not limited to promise to sell or actually sell) similar products to the Products in similar quantities to any third party (whether or not in the same country or region as the Buyer) at lower prices, it will promptly notify the Buyer in writing of such lower prices, and the Buyer will receive the full benefit of such lower prices from the date of such sale or promise to sell to such third party (whether or not the third party subsequently returned the similar products or cancelled the sale). If the Seller has charged the Buyer for the Products at higher prices already, the Seller shall promptly refund the balance to the Buyer. No variation in the Price nor extra charges can be made (whether on account of increased material, labor or transport costs, fluctuation in exchange rates or otherwise) without the prior written consent of the Buyer.

4. Payment

Payment terms shall be as agreed to by the Buyer and the Seller in writing and set forth in the Agreement. Unless otherwise stated in the Agreement, the Seller shall invoice the Buyer for each Product on or after delivery of such Product to the Buyer and the Buyer shall pay such invoice net sixty (60) days from the date of receipt of the invoice if the Buyer raises no objection to the invoice.

Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing at any time from the Seller or its Affiliates to the Buyer or any Affiliate of the Buyer against any sums payable by the Buyer to the Seller or Affiliates of the Seller under the Agreement or any other agreement or circumstance.

1. 定义

在本一般采购条款和条件（“条款”）中适用下列定义：

关联方：指由对应的一方控制、被控制或被共同控制的任何公司、企业或实体。

协议：指买方和卖方就货物和/或服务（“产品”）的采购所订立的任何协议、合同和/或采购订单。

买方：指优美科公司旗下注册的营业地点位于中国的任何分支机构。

中国：指中华人民共和国，不包括香港、澳门、台湾。

控制：对一公司、企业、或实体而言，应指(a)直接或间接拥有该公司、企业、或实体百分之五十（50%）以上股权，或(b)指导或影响该公司、企业、或实体管理和政策的其他方式（例如：合同）。

卖方：买方的货物提供方、买方的服务提供方、或同意向买方提供货物或服务的一方。

优美科：一家依照比利时法律向布鲁塞尔法律实体登记处注册设立的公司，其注册地址为 Rue du Marais/Broekstraat 31, 1000 Brussels, Belgium，注册号为 0401 574 852。

2. 接受

卖方已阅读且理解本条款，并同意卖方的书面接受或依照本条款开始任何工作或服务应构成卖方对本条款的接受，从而排除所有卖方的条款和条件、规格、报价、要约、信函、发运通知、确认、发票、和其他文件，不论其是否包含在协议中，或在协议中提及。

3. 价款

产品的应付价款（下称“价款”）以及任何其他采购条款和条件，其对于买方的有利标准不得低于本协议规定，并且除非另有规定且买方书面明示同意，价款应：

- 包含所有费用，包括但不限于包装材料费、打包费、运输费、装货费、运送费，以及将协议产品交付至交付地点的保险费和运费，以及任何关税、捐税、课税或税费（包括任何销售税或使用税）；且
- 在适用的协议期限内维持不变。

卖方承诺，如果在交付本条款和条件项下所有协议产品之前，其以较低价向任何第三方（不管是否与买方为同一国家或地区的企业）销售（包括但不限于许诺销售或实际销售）相近数量的类似产品，其应立即书面通知买方该等较低价。自卖方以较低价向任何第三方销售或许诺销售该等产品之日起（不管该第三方是否发生退货或取消交易），买方将同样享受该等较低价，如卖方已经收取了买方较高的价款的，卖方应将差价退还给买方。不管是否基于材料、人工或运输成本增加、汇率浮动的原因或任何其他原因，未经买方事先书面同意，价款均不得变动，也不得收取额外费用。

4. 支付

支付条款应由买方和卖方书面约定，并在协议做出规定。除非协议另有规定，卖方应在每次交付时或交付后就该批次的每一项产品向买方开具发票，买方如无异议，应在收到该等发票之日起净六十（60）日内支付发票金额。

在不损害买方任何其他权利或救济的前提下，买方保留在本协议或任何其他协议或其他情形下，随时以其或其关联公司未付给卖方或卖方关联方的任何款项与卖方或卖方关联方应付给买方或买方关联方的任何款项相抵销的权利。

5. Transfer of Ownership and Risk

Notwithstanding any terms relating to delivery and freight on the Agreement, the ownership and risk of loss in the Products shall remain with the Seller until the Products are actually delivered to and accepted at the destination designated in writing by the Buyer.

6. Insurance

The Seller shall obtain and, at all times during the term of this Agreement, maintain at its own expense, with first rank insurance companies, insurance coverage as required by law or customarily subscribed to by product manufacturers of businesses similar to that in which the Seller is engaged.

In addition, during this Agreement and for a period of one (1) year thereafter, as the case may be extended for the term of the guarantee provided under clause 10, the Supplier shall take out and maintain in force (i) a public liability insurance; and (ii) an extended product liability insurance, allowing cover up to amounts in line with prudent business practices.

Upon the Buyer's written request, the Seller shall provide the Buyer insurance certificates including the detail of the coverage provided and the policy period. The Seller shall: (a) do nothing to invalidate any insurance policy or to prejudice the Buyer's entitlement under it; and (b) notify the Buyer if any policy is (or will be) cancelled or its terms are (or will be) subject to any substantial change.

7. Delivery

Time is of the essence with respect to the Agreement. Delivery on the Agreement must be made in the quantities and on the dates specified by the Buyer. The Buyer, at its discretion, may reject the early delivery of the Products.

The Products shall be properly packed, clearly labeled and adequately protected against damage and deterioration in transit. Unless otherwise stated in the Agreement, the Products shall be delivered during normal business hours to the Buyer's place of business or other place as may be specified in the Agreement. The Seller shall ensure that each delivery is accompanied by a delivery note which is prominently displayed and which shows, inter alia, the Agreement number, date of Agreement, number of packages and contents.

The Seller shall supply the Buyer on delivery of the Products with all operating and safety instruction, warning notices clearly displayed, and other information as may be necessary for their proper use, maintenance.

The Seller will repair or replace the Products damaged or lost in transit or during off-loading or stacking, whether or not by the Buyer, free of charge, provided the Buyer gives written notice to the Seller of the damage or loss within a reasonable time.

The Seller must deliver the Products to the Buyer within the time schedules as prescribed in the Agreement. If the Products are not delivered on the due date, then, without prejudice to any other rights which it may have, the Buyer reserves the right to: cancel the Agreement in whole or in part; refuse to accept any subsequent delivery of the Products which the Seller attempts to make; recover from the Seller any reasonably incurred by the Buyer in obtaining the Products in substitution from another supplier; and claim damages for any additional costs, losses or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to deliver the Products on the due date.

8. Inspection and Rejection

The Seller undertakes to deliver the Products of the quantity, quality and description which corresponds strictly to the technical specifications quantity and description, with the particulars and/or specifications in the Agreement and/or the sample accepted by the Buyer and/or in any applicable specification supplied by the Buyer to the Seller or the (expressly accepted in writing by the Buyer) quotation provided by the Seller to the Buyer.

The Products shall be without fault and shall be new and unused unless otherwise specified by the Buyer. The Seller shall comply with all applicable standards, regulations and/or other legal requirements concerning the manufacture, packaging, packing and delivery of the Products.

The Buyer shall be entitled to conduct inspection at the Seller's production premises at any time.

Upon delivery, the Buyer shall have the right to inspect and test Products and the Seller shall not unreasonably refuse any request by the Buyer to inspect and test

5. 权属与风险转移

尽管协议中对交付和货运做出了相关规定,在产品实际交付至买方书面指定地点并被买方接受之前,产品的所有权属于卖方,且灭失的风险应由卖方承担。

6. 保险

卖方应就整个协议期间自费向一流保险公司购买并全程保有保险,保险范围依据有关法律或参照从事卖方同类业务的产品制造商所适用的惯例。

协议期间以及协议到期后一(1)年内(鉴于第10条项下保证责任期间可能引起的延期情形),卖方应投保并保持如下保险效力(i)公共责任险;和(ii)额外产品责任险,以满足符合审慎商业活动所需的金额。

基于买方的书面要求,卖方应当向买方提供显示投保范围和投保期限明细的保险证明。卖方:(a)不得造成任何保单的无效化或损害上述保单项下买方的权利;且(b)应当在保单被(或可能被)撤销或其条款发生(或将发生)实质变化时通知买方。

7. 交付

就协议而言,时间至关重要。协议项下的交付应依据买方要求按时并按量交付。买方可根据需要拒收提早交付的产品。

对产品应进行妥善包装、标注清晰、并进行充分保护以避免运输过程的损毁。除非协议另有规定,产品应在正常工作时间交付至买方营业场所或协议规定的其他场所。卖方应保证在每次交付时随附显著标识的发货通知,其应特别说明协议编号、协议日期、包裹和内容数量。

卖方在产品交付时应向买方提供所有操作和安全指示、显著标识的警告提示、以及鉴于对应使用和维护目的所需知悉的其他信息。

卖方就运输或装卸或码垛过程中毁损或遗失的产品予以免费维修或替换,不论是否由买方执行,只要买方在合理时间内书面通知卖方有关毁损或遗失情形的即可。

卖方必须在协议规定的进度要求内将产品交付买方。如产品在约定日期未能交付,则在不影响买方任何其他权利的情况下,买方保留如下权利:部分或全部取消协议;拒收卖方试图交付的任何后续批次的产品;就自其他供应商处获取替代产品所产生的合理费用,以及;因卖方未能按时交付产品而以任何方式引起的买方的任何额外成本、损失或费用的索赔,从卖方处获偿。

8. 检验和拒收

卖方保证所交付的产品的质量、数量和描述严格符合协议、和/或经买方同意的样品、和/或买方向卖方提供的适用规格、或卖方向买方提供的(经买方书面明示同意的)报价中所载技术规格、数量和描述。

除非买方另有要求,产品不得有缺陷,并应为全新且未使用的。卖方应符合所有适用的有关产品制造、包装、包装物、以及交付的相关标准、法律法规和/或其他法律要求。

买方有权随时进入卖方生产场所进行检查。

一经交付,买方有权检验和测试产品,卖方不得无故拒绝买方进行该等产品的检验和检测。买方可退还任何拒收产品,相关风险和费用由卖方承担。该等拒收权适用于整个或部分交付批次。卖方应赔偿买方拒收产品所引起的各种实际发生的成本、损失、损害和费用,和/

the Products. The Buyer may return any rejected Products at the Seller's risk and expense. The right to reject shall extend to the whole or any part of a delivery. The Seller shall compensate to the Buyer all costs, losses, damages and expenses whatsoever actually incurred by the Buyer due to rejection of the Products and/or any additional expenditure actually incurred by the Buyer in obtaining other products to replace the rejected Products.

9. Changes

The Buyer may at any time by written notice to the Seller request changes to the Agreement including changes in the drawings or specifications, method of shipment, quantities, packing or time or place of delivery. In response to such request, if such changes result in additional charges, the Seller agrees to provide written quotations, including any changes to the prices, shipment or delivery dates. Any claim or adjustment proposed by the Seller must be approved by the Buyer in writing before such proposed claims or adjustments become binding on the Buyer. The Seller shall notify the Buyer any changes during the term of the Agreement, including but not limited to working places, technician modifications, raw materials, or any other changes that may affect the quality of the Products.

10. Warranty

The Seller represents and warrants to the Buyer that the Products shall be of satisfactory quality, material and workmanship, merchantable, free of defect in design, material and workmanship and fit for any purpose for which they are intended and shall conform to the specifications set forth in the Agreement. In addition, the Seller represents and warrants that (i) the Products shall be adequately contained, packaged or labeled and shall conform to the affirmations of fact stated thereon; (ii) the Products will comply with all statutory requirements, applicable laws and regulations relating to the Products and their sale, use and supply; (iii) in performing its obligations hereunder, the Seller shall fully comply with all applicable laws and regulations; (iv) the Products or the intended use thereof do not infringe the intellectual property rights of any third party; and (v) any services included in the Products shall be performed in a professional manner, and at least in accordance with the most stringent applicable industry standards, and shall conform to the specifications set forth in the Agreement. The Seller further represents and warrants that it is able to transfer, and upon the Buyer's acceptance thereof does transfer, to the Buyer good and marketable title to the Products free from any encumbrances. All the representations and warranties set forth in this Section 10 shall survive acceptance of the Products and shall be in addition to any other warranties, express or implied, available to the Buyer. Neither inspection nor acceptance of the Product shall impair any of the foregoing warranties.

11. Limitation on Damages

The Buyer's liability and the Seller's recovery, for any injuries, losses, damages, expenses, costs or other liabilities arising out of the cancellation of the Agreement by the Buyer, any breach of these Terms and Conditions by the Buyer, or the Buyer's other acts or omissions (including negligence) shall be limited to the lesser of (i) the actual and direct costs incurred by the Seller for its manufacture and/or delivery of the Products in question prior to such cancellation, breach, or other acts or omissions, or (ii) the Price. In no event shall the Buyer be liable to the Seller for lost profits, punitive, special, consequential, indirect, exemplary or incidental damages.

12. Indemnity

The Seller will indemnify, hold harmless and, upon the Buyer's request, defend at the Seller's sole cost and expense, the Buyer, its agents, officers, directors and employees, the Buyer's distributors, dealers and all entities which purchase the Products or products into which the Products are incorporated, and their respective customers, against any suit, action, administrative penalty, proceeding, judgment, liability, cost, damage, loss, claim and expenses (including attorneys' fees and costs) occasioned by, arising out of, relating to or alleging any claim for injury, death, damage or loss to any person or any property or any consequential or incidental damages resulting from, caused or contributed to by (a) any fault, defect or alleged defect of the Products, (b) the Seller's breach of any provision of these Terms and Conditions or the Agreement, (c) any act, fault, or negligence of the Seller or any person or entity acting on its behalf or (d) any infringement, misappropriation or other violation of the patent, trade secret, trademark, trade name, or other intellectual property right of any other person, firm, corporation or other entity arising from the manufacture, sale or use of any of the Products. In connection with the Products or otherwise, if the Seller's employees, agents, subcontractors or other representatives are present at any premises of the Buyer, the Seller shall be and is responsible for the acts and omissions of such persons within

或买方获取被拒收产品的替代产品所实际发生的其他额外成本或费用。

9. 变更

买方在任何时候均可通过书面通知卖方要求变更协议, 包括对图纸或规格、运输方式、数量、包装或交付时间或交付地点的变更。作为回复, 如有关变更造成费用增加, 卖方同意提供书面报价, 并说明任何价款、发货日期或交付日期的变化。

卖方的任何要求或调整必须经买方书面批准后方可对买方具有约束力。

卖方应就协议期间内任何可能影响产品质量的变更, 包括但不限于于工作场所、技术人员变动、原材料或其他变更通知买方。

10. 保证

除非双方另有约定, 卖方向买方申明并保证, 产品应满足质量、材料、工艺、试销性要求, 不存在设计、材料、工艺缺陷, 符合其目标用途, 并应当与协议规定要求相符。卖方申明并保证(i) 产品应充分填充、包装或贴标, 且其上述内容应与事实相符; (ii) 产品应符合与产品及其销售、使用和供应相关的所有法定要求、适用法律法规; (iii) 为履行本协议项下义务, 卖方应全面遵守所有适用法律法规; (iv) 产品或其目标用途不得侵害任何第三方的知识产权; 且(v) 与产品相关任何服务应以专业方式履行, 且应至少符合所适用的最严格的行业标准, 并应符合协议规定的要求。卖方进一步申明并保证其能够向买方转让, 并能够经买方同意后实施向买方转让, 有效的并可流通的所有产品的所有权, 且产品不存在任何权利负担。第 10 条项下的所有的申明和保证在产品接受后继续有效, 且买方可以一并适用其他明示或默示的保证。对产品的检验或接受均不得减免任何前述保证。

11. 损害限制

因买方取消协议、买方条款违约、或买方的其他行为或疏漏(包括主观疏忽)而引起的伤害、损失、损害、费用、成本或其他责任, 买方所担责任和卖方所受补偿应限于(i)在该等取消、违约、或其他行为或疏漏发生前, 卖方因制造和/或交付问题产品所发生的实际直接损失, 或(ii)价款。在任何情况下, 买方均不对卖方的利润损失、罚金、特别损害、后果性损害、间接损害、惩罚性损害赔偿、或附带损害负责。

12. 赔偿

卖方应基于买方要求并自担成本和费用, 就下列情形造成、引发、或导致的伤害、死亡、侵害、或损害提起的任何人身、财产、或任何后果性或附带性损害所偶然引起的、引发的、或相关的或声称的任何诉讼、司法程序、行政罚款、审判、责任、成本、损害、损失、索赔、和费用(包括律师费和成本), 对买方、及其代理、高管、董事、雇员、买方的分销商、经销商、和所有采购产品或商品中运用产品的公司、及其相应的客户进行赔偿、为其辩护、并使其免于任何索赔: (a) 任何产品的故障、缺陷或声称的缺陷; (b) 卖方对条款或协议的违约; (c) 卖方或其代表人员或代表实体的任何行为、过失、或疏忽; 或(d) 因产品的任何制造、销售、或使用而引起的, 对任何其他人士、公司、企业、或实体的专利、商业秘密、商标、商号、或其他知识产权的任何侵权、滥用、或违法行为。无论是否与产品相关, 当卖方雇员、代理、分包商、或任何代表出现于买方的任何场所时, 卖方应当并确实对在买方场所区域内或周围的该等人员的行为和疏忽负责, 并同意就该等行为或疏忽赔偿买方、并使买方免于对财产损害或人身伤害或死亡承担责任。如有第三方向买方索赔并且买方可能成为

or about the Buyer's premises and agrees to indemnify and hold the Buyer harmless against liability for damage to property or injury to or death of persons arising out of acts or omissions of such persons. In the event of a claim by a third party against the Buyer which may be the subject of indemnification, the Buyer shall provide written notification thereof to the Seller. The Seller shall provide the Buyer with such reasonable assistance in the prosecution of any defense as the Buyer may request. The Seller will, in respect of any third party claim or suit, reimburse the Buyer for the legal and other actual defense expenses paid by the Buyer and /or the Buyer's insurance carriers, and for the actual amount of any settlement or final judgment award paid by the Buyer and/or the Buyer's insurance carriers.

13. Recall

If the Seller becomes aware that the Products or any component of the Products is or may become harmful to persons or property, or that the design or construction of the Products is defective in any manner which is or may become harmful to persons or property, or if the Seller otherwise breaches any of its warranties to the Buyer hereunder, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Buyer, and the Seller shall indemnify, defend and hold the Buyer, its successors, assigns, members, managers, shareholders, officers, directors, employees, agents, and those using the Products, and any affiliates of the Buyer, and its members, managers, officers, directors, shareholders, employees, and the users of the Products, harmless from and against any and all damages, liabilities, claims, losses, costs, expenses and fees (including reasonable attorneys' fees) paid or incurred by them arising out of, or relating or incidental to such Products provided by the Seller, including, without limitation, any costs associated with recalling such Products. The Buyer may, at its option, be represented by and actively participate through its own counsel in any suit or action against the foregoing persons and entities.

14. Intellectual Property Rights

The Seller grants to the Buyer a non-exclusive, eternal, irrevocable, global and transferable right to use any intellectual property rights regarding the Products, and to transfer or sublicense such right of use to (possible) purchasers or other third parties with whom the Buyer has relations in respect of the running of its business.

Insofar as the Buyer makes available to the Seller any means in respect of which the Buyer possesses an intellectual property right, such as but not limited to samples, drawings, sketches, diagrams, specifications, computation notes, engineering documents and other documents relating to the Agreement, the Seller acknowledges that the Buyer is and shall at all times remain the owner of such means and that the Seller shall not obtain any intellectual property rights or title as regards such means. The Seller shall manage all means referred to in this paragraph at its own risk and expenses and keep them strictly confidential. The Seller commits himself not to use the means for or have the means used by third parties unless the Seller has been authorized in writing by the Buyer to do so.

If the Seller, within the scope of the Agreement, develops Products, in the largest possible sense of the word, for the Buyer, then any intellectual property rights to be invoked shall accrue exclusively to the Buyer. Any fee for this shall be deemed to be included in the agreed Price of the Products. Insofar as necessary, the Seller shall render full assistance in the creation, the registration in the name of the Buyer, or the transfer to the Buyer of such rights.

15. Termination and Remedies

The Buyer may terminate all or any part of this Agreement at any time or times by written notice to the Seller: (a) if the Seller fails to observe or comply with any covenants, terms, conditions or warranties contained in this Agreement; (b) if the Seller, in the Buyer's opinion, fails to make progress so as to endanger performance or shipment in accordance with this Agreement; or (c) in the event of any proceeding by or against the Seller in bankruptcy or insolvency. Upon termination, the Buyer may purchase or otherwise acquire the Products ordered under this Agreement elsewhere on such terms or in such manner as the Buyer may deem appropriate, and the Seller shall be liable to the Buyer for any excess costs or the expenses incurred by the Buyer. The Buyer shall be entitled to unilaterally terminate this Agreement in whole or in part for any reason upon 30 days' prior notice to the Seller, and under such circumstance, the Buyer shall pay to the Seller reasonable expense occurred for the purpose of this Agreement with sufficient proof documents provided by the Seller under the Buyer's request. In addition, the Buyer shall have all other rights and remedies provided by law and under this Agreement, and all of Buyer's rights and remedies shall be cumulative and none shall be considered exclusive. Upon termination, Buyer's only responsibility to Seller shall be the purchase price for the Products previously

赔偿主体的情形, 买方应就此向卖方提供书面通知。卖方应基于买方可能的要求在诉讼中对买方予以合理的辩护协助。就任何第三方索赔或诉讼, 卖方将赔偿买方律师费和其他由买方和/或买方保险人支出的实际辩护费用, 以及买方和/或买方保险人实际支出的任何解决或最终裁判金额。

13. 召回

如卖方知悉产品或产品的任何组成部件存在或可能构成对人体或财产的侵害, 或产品的设计或构造存在缺陷且该等缺陷将以某种方式存在或可能构成对人体或财产的侵害, 或卖方以其他方式违反其对买方的保证, 卖方应立即就此向买方发出通知, 通知应包含所有相关信息, 且卖方应就此对买方、其继任者、指定代表、成员、经理、股东、高管、董事、雇员、代理和其他产品使用者、以及买方的关联方及其成员、经理、高管、董事、股东、雇员和其他产品使用者做出赔偿、为其辩护、并使上述对象免于卖方提供的产品引起、或产品相关或附带的任何和所有损害、责任、索赔、损失、成本、支出和费用(包括合理的律师费), 包括但不限于有关产品召回相关的任何成本。买方可据其所需由其自己的顾问代理并积极参与任何就上述个人和实体提起的诉讼。

14. 知识产权

卖方授予买方非独占性的、永久性的、不可撤销的、全球性的且可转让的产品相关知识产权的使用权、以及向与买方有业务往来的(潜在)采购方或其他第三方转让或分许可该等使用权的权利。

为此, 买方允许卖方接触其占有知识产权的相关介质: 包括但不限于样品、图纸、草图、图表、规格、计算注解, 工程文件和其他与协议有关的文件, 卖方承认买方是且应当在任何时候是该等介质的所有人, 且卖方不得获得该等介质相关的任何知识产权或所有权, 卖方对该等介质不享有任何知识产权或所有权。卖方应自担风险和费用管理所有的介质, 并且对其严格保密。卖方有义务不将该等介质用于第三方, 也不得允许第三方使用该等介质, 除非卖方已获得买方的书面特别授权。

如卖方在协议范围内, 为买方开发产品(此处适用于该词语的最可能含义进行解释), 由此引起的任何知识产权应归买方独占所有。与此相关的所有费用应视作已计入约定产品的价款。因此, 卖方应就买方名义的创设和注册该等权利或向买方转让该等权利提供全面协助。

15. 终止与救济

买方可书面通知卖方在下列任何时候完全或部分终止协议: (a) 如卖方未能遵守或遵照协议项下的任何契约、条款、条件或保证; (b) 如买方认为卖方未能取得进展以至于危及协议的履行或运输的; 或(c) 存在卖方提起的或针对卖方的任何破产或清算程序。终止后, 买方可根据其认为合适的条件或方式, 从其他渠道采购或以其他方式获取本协议项下的产品, 且卖方应对买方因此发生的额外成本和费用负责。买方有权提前 30 天通知卖方后单方面以任何理由完全或部分终止协议, 但在此情形下, 买方应在卖方按照其要求提供充分证明文件后向卖方支付其为实现协议目的已经发生的合理费用。并且, 买方享有法律规定和本协议项下的所有其他权利, 所有买方的权利和救济应是累计叠加的且不设限额的。终止后, 买方对卖方的责任以根据协议规定而已交付并验收合格予以接受的产品的采购价款为限。

delivered to, inspected and accepted by the Buyer in accordance with this Agreement.

16. Force Majeure

Either of the parties may suspend performance during the occurrence of an event of force majeure, which shall mean any delay or impossibility directly or indirectly caused by, or that in any manner arises from events and causes beyond such party's reasonable control, including but not limited to acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, explosions, strikes or other labor disputes (unless they could reasonably be avoided or resolved), fires and natural calamities (including floods, earthquakes, storms and epidemics), changes in the law, riots or embargoes, or without limiting the foregoing, any other cause or causes, whether or not similar in nature to any of these herein before specified, which are beyond its reasonable control. without any charge or penalty and/or obtain the Products covered by the Agreement from other sources for the duration of the Seller's inability to perform due to the occurrence of an event of force majeure and to reduce the quantity of the Products specified in any Agreement without charge of penalty. The Buyer may also terminate, with notice to the Seller, the total Agreement if the force majeure event has been in effect for a period beyond 3 months.

17. Umicore's Supplier Code-The Umicore Way

The Seller acknowledges that it has reviewed Umicore Supplier Code, including Code of Conduct and Sustainable Procurement Charter ("The Umicore Way") and agrees that all of its and its Affiliates' activities shall be conducted in accordance with The Umicore Way. The Buyer may from time to time carry out an audit or other checks on The Umicore Way compliance either performed by itself or any third party and the Seller shall respond promptly to requests from the Buyer for information relating to compliance with The Umicore Way by it and its Affiliates. The Umicore Way can be accessed at the internet address: <http://www.umicore.com/en/corporate-governance/code-of-conduct> and <http://www.umicore.com/en/sustainable-procurement-charter>.

18. Waiver

No waiver by the Buyer of any breach by the Seller of these Terms and Conditions, or delay or failure of the Buyer to enforce any right or remedy, shall be construed as a waiver of any succeeding breach of the same or any other term or condition. Nothing contained herein shall limit any of the remedies of the Buyer in the event of the Seller's breach of any of these Terms and Conditions.

19. Assignment

The Seller shall not assign to any person or entity all or a portion of its rights or obligations under any Agreement, purchase order or these Terms and Conditions without the prior written consent of the Buyer, to be granted or withheld in its sole discretion, and any attempted assignment without that consent shall be void. The Buyer may assign its rights and obligations under any Agreement or these Terms and Conditions without the consent of the Seller in the event that the Buyer shall effect or intend to effect a reorganization, consolidate with or merge into any other corporation, partnership, organization or other entity, or transfer all or substantially all of its properties or assets, or one or more of its businesses or business lines, to any other corporation, partnership, organization or other entity.

20. Severability

If any provision of any Agreement or these Terms and Conditions is held by a competent authority to be invalid or unenforceable, the validity of the other provisions of such Agreement or these Terms and Conditions shall not be affected.

21. Status of the Seller

Nothing in these Terms and Conditions or any Agreement or purchase agreement relating to the Products shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Seller and the Buyer.

22. Confidentiality

The Seller shall keep in strict confidence all information obtained from the Buyer and, without the prior written consent of the Buyer, shall not use any such information for any purpose other than the performance of the Agreement. The Seller shall protect the confidentiality of all such information with at least the same degree of care it uses to protect its own confidential information, but in no event

16. 不可抗力

任何一方可以在如下不可抗力情形发生期间中止履行, 即是指因超过一方合理控制的事件或原因直接或间接或以其他方式引起的任何延误或不能履行, 包括但不限于天灾、政府机构的行为与疏漏、宣战或不宣而战、恐怖主义、爆炸、罢工或其他劳动纠纷(除非存在合理规避或解决的可能)、火灾和自然灾害(如洪水、地震、风暴、和流行病), 法律变更、暴动或禁运、或不限于上述的不论性质相似与否的其他超过其合理控制的理由或事由。买方有权独立决定取消任何协议或其任何部分, 而无需承担任何费用或赔偿, 和/或无需在卖方因不可抗力情形发生而无力履行且降低协议规定产品量而从其他渠道获取协议产品而承担任何费用或赔偿。在不可抗力情形持续影响达 3 个月以上的情况下, 买方亦可通知卖方终止协议。

17. 优美科供销商准则-优美科之路

卖方承认已审阅了优美科供应商准则, 包括行为准则和可持续采购章节(“优美科之路”)并同意其行为和其关联方的行为应遵守优美科之路的要求。买方可不定期就其和其关联方对优美科之路的合规情况进行审计或其他审查, 卖方针对买方要求应尽快回复有关其或其关联方对优美科之路的合规情况相关信息。优美科之路可通过如下网络地址获取:

<http://www.umicore.com/en/corporate-governance/code-of-conduct> 和 <http://www.umicore.com/en/sustainable-procurement-charter>

18. 豁免

买方对于卖方对本条款的违约的任何豁免, 或对买方任何权利或救济的延期执行或不予实施, 不应构成对任何后续同类或其他条款或条件违约的豁免。本条款所列的任何内容不应造成在卖方发生条款违约情形下对任何买方救济的限制。

19. 转让

未经买方事先书面同意(买方有权独立决定予以同意或予以保留同意), 卖方不得向任何个人或实体转让其在任何协议、采购订单或条款项下的权利或义务, 任何未经同意的试图转让亦归为无效。买方在下列情况下可不经卖方同意转让其在任何协议或条款项下的权利或义务, 买方需要实施或需要试图实施重组, 与其他企业联合或合并形成其他企业、合伙关系、组织或其他实体, 或向任何其他企业、合伙组织、组织或其他实体转让所有或绝大部分财产或资产、或一项或多项业务或业务线。

20. 可分割性

任何协议或本条款项下的规定如被主管机关认定为无效或不可执行, 不得影响该等协议或条款项下的其他规定的效力。

21. 卖方状态

本条款或与产品相关的任何协议或采购协议均不引起或构成买卖双方间的任何合伙关系、合资公司、雇佣协议或雇佣关系, 或委托代理关系的设立。

22. 保密

卖方应对自买方处获悉的所有信息严格保密, 未经买方事先书面同意, 不得将该等信息用于除履行协议以外的任何其他目的。卖方应至少以其保护自有保密信息的同等注意标准保护所有该等信息的保密性, 且在任何时候都不得低于合理注意要求。为避免疑义, 产品的采

less than a reasonable standard of care. For the avoidance of doubt, the purchase price of the Products shall be deemed to be confidential information for the purposes of this Section 22. The Seller shall ensure that all sub-contractors (if any) are contractually obliged to comply with the same confidentiality requirements. The terms of this clause shall survive the expiration or termination of any Agreement, the Terms and Conditions, and the Agreement.

The Seller shall refrain from using for publicity and/or other purposes the drawings, sketches, photos, or any other illustrations or documents of equipment or other assets produced on the basis of the Buyer's specifications or otherwise for the Buyer's account.

The Seller is strictly prohibited to take pictures at the Buyer's premises, including from Products that were delivered by the Seller itself.

If the Buyer and the Seller execute a separate Non-disclosure Agreement, such Agreement shall be deemed as a part of these Terms and Conditions.

23. Governing Law

These Terms and Conditions, the Agreement and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of China without regards to its conflicts of law provisions. All disputes shall be brought before the competent courts in China at the place where the relevant Buyer is located.

24. Language

These Terms and Conditions are written both in English and Chinese, if there is any discrepancy between the English version and the Chinese version, the English version shall prevail.

购价应认定为第 22 条项下的保密信息。卖方应保证所有的分包商（如有）就履行同等保密要求承担合同义务。本条规定在任何协议、条款到期或终止后继续有效。

卖方应避免以宣传为目的和/或其他目使用基于买方规格生产或以其他方式归于买方名下的设备或其他财产所相关的图纸、草图、照片、或任何其他图示或文本。

严格禁止卖方在买方场所内摄影，包括对卖方交付产品的摄影。

如买卖双方另行签署保密协议，该保密协议应视为本条款的一部分。

23. 管辖法律

本条款、协议、本条款与协议及其标的或成立要件引起或相关的任何争议或索赔（包括非契约性争议或索赔）应由中国法律管辖和解释，且不适用冲突法律规范。应将所有争议提交买方所在地有管辖权的中国法院。

24. 语言

本条款由英语和中文撰书。如中英文版本间存在不符，应以英文版本为准。