**Sales Contract General Terms and Conditions of Supplies**

**供货合同之供货一般条件**

**BOTH PARTIES ACKNOWLEDGE AND CONFIRM THAT THE PROVISIONS UNDER** **THIS GENERAL TERMS AND CONDITIONS OF SUPPLIES HAVE BEEN FULLY AND SUFFICIENTLY REVIEWED AND DISCUSSED. ALL TERMS UNDER THIS GENERAL TERMS AND CONDITIONS OF SUPPLIES IN RELATION TO THE LIMITATION OF RIGHTS, AGGRAVATION/MITIGATION/EXCLUSION OF LIABILITY, OR OTHER TERMS HAVING SIGNIFICANT INTEREST WITH EITHER PARTY (INCLUDING BUT NOT LIMITED TO ARTICLES 2 (ACCEPTANCE), 3 (WARRANTY), 5 (RIGHTS AND OBLIGATIONS OF THE PARTIES), 8 (Intellectual Property), 9 (LIMITATION OF LIABILITY), 10 (ADAPTATION OF CONTRACT), 11 (TERMINATION) AND 15 (EXPORT CLAUSES) ETC.) ARE RESULTS OF COMPREHENSIVE NEGOTIATIONS AND HAVE BEEN FULLY AGREED AND ACCEPTED BY BOTH PARTIES.**

**双方确认均已对本****《供货一版条件》做出了全面、充分的审阅和讨论。本《供货一版条件》中任何有关限制权利、加重/减轻/免除责任、以及其他与双方有重大利害关系的条款（包括但不限于第2条（验收）、第3条（质保）、第5条（双方的权利和义务）、第8条（知识产权）、第9条（责任限制）、第10条（合同调整）、第11条（合同终止）和第15条（出口条款））均系双方充分协商一致订立，且为双方所理解和接受。**

1. **Scope of Application适用范围**

These General Terms and Conditions of Supplies (“GTCs”) govern all sales by Seller to Buyer, regardless of whether Buyer purchases the Goods and/or Services (if any) through contracts, orders, electronic orders via Industry Mall (Siemens Catalog and Online Ordering System), EDI (i.e. electronic data transmission system), or DIomis (Siemens DI Order Management Information System), those hereinafter collectively referred to as “Contract”.

本供货一般条件（“GTCs”）适用于买卖双方就货物和配套服务（如有）达成的所有交易，无论买方是通过合同、订单还是Industry Mall（“西门子产品目录和在线订购系统”）、EDI（即电子数据传输系统）或DIomis（“西门子数字化工业集团订单管理信息系统”）产生的电子订单（以下统称“合同”）采购。

1. **Acceptance验收**
   1. Buyer shall accept Goods within four (4) working days following the delivery of the Goods. If it is agreed that Seller shall provide any ancillary services for the Goods, Buyer and Seller shall complete the Acceptance of the Goods and Services within fifteen (15) working days upon receipt of the notice of acceptance from Seller.

买方应在货物交付后的四（4）个工作日内完成对货物的验收。如合同约定卖方对货物提供配套服务的，买方应在收到卖方发出的验收通知书后的十五（15）个工作日内与卖方共同完成对货物和服务的验收。

* 1. If Acceptance does not take place on the above-mentioned date as stipulated under Section 2.1 above due to reasons not attributable to Seller, Acceptance shall be deemed to have taken place on the second day following the end of the aforesaid inspection period. In any event, Acceptance shall be deemed to have been granted if the Goods are partially or in full, put into commercial operation.

非因卖方原因验收未在上述日期完成的，则视为货物和服务已经于上述第2.1条约定的期限结束后次日通过验收。在任何情况下，货物部分或全部投入商业运行时，即应视为已经通过了验收。

* 1. Seller shall take reasonable measures to timely correct defects or missing parts discovered during Acceptance. Defects of the Goods that do not have significant impact on safety, operation, maintenance and repair of the Goods shall not impede Acceptance. Acceptance of the Goods and Services does not release or affect Seller’s warranty obligations.

对于在验收中发现的瑕疵或缺失，卖方应当自主采取合理措施及时纠正。对货物的安全、使用、维护和修理不构成影响的瑕疵，不作为拒绝验收的理由。货物和服务的验收不免除或影响卖方的质保义务。

1. **Warranty 质保**
   1. Seller warrants that the Goods conform the specifications as expressly agreed by the Parties in writing. EXCEPT FOR THE STATUTORY PRODUCT QUALITY WARRANTY AND EXPRESS WRITTEN STIPULATIONS OF THE PARTIES, SELLER DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE GOODS, INLCUDING, WITHOUT LIMITATION, ANY WARRANTYIES AS TO FITNESS FOR PARTICULAR PURPOSE OR ANY IMPLILED MATTER. Unless otherwise provided, the warranty period is twelve (12) months after delivery. If the Goods are not delivered due to reasons attributable to Buyer, the warranty period shall start from the fifteenth (15th) day after the issuing date of the notice by Seller showing readiness for delivery, such as notice of “Readiness for Shipment”.

卖方保证货物符合双方明确书面同意的产品规格。**除法定产品质量保证规定及双方明确书面约定外，卖方未就货物提供任何其他保证，包括但不限于满足特定使用目的或其他默认事项的保证。**除非另有约定，货物质保期为自交付后12个月。如因买方原因货物未交付，自卖方发出表明货物备好可供交付的通知（如货物备妥通知）后第十五（15）日起计算质保期。

* 1. During the warranty period, if the Goods do not conform the above stipulations, Seller shall choose, in its own discretion, to repair or replace the defective Goods at its own expense, and Buyer shall provide Seller the necessary facilitations at no cost to Seller. Except the above, Seller has no further responsibility on warranty.

在质保期内，如果货物不符合上述保证，卖方应自付费用自主选择修理或更换瑕疵部分，买方将免费提供必要条件。关于质保卖方没有进一步的责任。

* 1. Seller is not liable for defects not caused by Seller, including but not limited to: 1) misuse or improper storage, such as handling of the Goods not in conformity with the product instruction, unauthorized installations, alternations or repairs, use under overload conditions, use of unsuitable appurtenances, conditions or network configurations on site does not satisfy product use requirements; or 2) where remedy measures for security vulnerability have been published by Seller on its website or made available to Buyer otherwise, but Buyer fails to apply such measure in a timely manner.

对非因卖方引起的瑕疵卖方不承担责任，包括但不限于：1）不当使用或保管，如不符合产品使用说明的操作、未经卖方授权的安装、改动或修理、在超负荷条件下使用、使用不适当的附属部件，现场环境条件或网络配置不满足产品使用要求；以及2）如卖方通过网站公告或其他方式告知买方安全漏洞的修补措施，而买方未及时采取该措施。

1. **Transfer of Risk and Title 风险及所有权的转移**

All risk of loss or damage to the Goods shall be transferred from Seller to Buyer upon delivery according to the Incoterms 2020. If Goods are ready for delivery but cannot be delivered for reasons beyond Seller’s reasonable control, transfer of risk shall be deemed to have taken place upon Seller’s written notice to Buyer of readiness for shipment of the Goods. Title of the Goods shall be transferred to Buyer upon full payment of the Total Contract Price.

货物灭失或损坏等一切风险，应根据《2020年国际贸易术语解释通则》自货物交付时起由卖方转移至买方。如果货物因卖方无法合理控制的原因不能完成交付，则自卖方书面通知买方货物可供交付之日起，相关货物灭失或损坏的风险由卖方转移至买方。货物所有权自全部合同价款支付完毕后转移至买方。

1. **Rights and Obligations of the Parties双方的权利和义务**
   1. If Seller fails to deliver the Goods by the delivery date in the contract or any agreed extension period for reasons attributable to Seller, Seller shall pay liquidated damages to Buyer in the amount of 0.7 ‰ of the price of the Goods in delay per each day of delay. Such liquidated damages in total are limited to 5% of the Goods in delay. Seller has no further liability for delay in delivery.

如因卖方原因未能在合同约定的日期或其他经双方同意的任何期限交付，每迟延一日，卖方应按照迟延货物对应价款的0.7‰向买方支付违约金。该违约金最高不超过迟延货物对应价款的5%。关于迟延交付卖方没有进一步责任。

* 1. If Buyer terminates the contract (including but not limited to any orders using credits or governed by a forfeiting agreement) prior to delivery of Goods and Services (if any), or materially violates the contract in any other way, Buyer shall pay 30% of the Total Contract Price to Seller as liquidated damages and compensate Seller’s losses. If Buyer fails to take delivery of the Goods after seven (7) days of receipt of Seller’s notice showing the readiness of the Goods, Buyer shall pay liquidated damages to Seller in the amount of 0.7 ‰ of the price of the Goods ready for delivery per each day of delay. Meanwhile, Seller will issue a notice to Buyer giving additional one (1) week to take delivery of the Goods. If Buyer still fails to take delivery after the expiration of the aforesaid period, in addition to claiming for the liquidated damages and compensation, Seller shall be entitled, at its sole discretion, to (1) re-schedule the delivery date; or (2) terminate this Contract. If Buyer fails to take delivery after the new delivery date is due, Seller is entitled to terminate the Contract immediately and claim for compensation according to this Contract.

如果买方在货物和服务（如有）交付之前终止合同（包括但不限于使用信用额度的或受保理协议约束的订单）或以其他方式严重违反合同约定，则买方应支付卖方合同总价的30%作为违约金并赔偿卖方损失。如果在卖方发出表明货物备好可供交付的通知后七（7）日内买方未收货，则每迟延一日，买方应按照备妥货物对应价款的0.7‰向卖方支付违约金。同时，卖方会向买方发出通知并再给买方一（1）周时间收货。如果买方在上述一（1）周期满后仍未收货，除要求违约金及索赔外，卖方有权自行决定选择（1）重新调整交货期；或（2）终止合同。如调整交货期后买方仍未按约提货，卖方有权立即终止合同并根据本合同索赔。

* 1. In case of Buyer’s failure to fulfill any of its obligations under this Contract in a timely manner, including but not limited to making payment on time or obtaining all necessary licenses and approvals (if any), the delivery date and performance period shall be extended accordingly. If Buyer delays payment, Buyer shall pay liquidated damages in the amount of 0.5 ‰ of the unpaid amount for each day of delay. Meanwhile, Seller reserves the right to limit or cancel the credit of Buyer (if any), and Seller may require or demand payment or adequate assurances of performance from Buyer prior to taking any further steps for performing the Contract and/or any Sales Order.

如果买方未能按时履行合同义务，包括但不限于按时付款或提供所有必需的许可证及批文（如有），交货日期和履约期限应当相应延长。如果买方延迟付款的，每迟延一日，买方应按照欠付金额的0.5‰支付违约金。同时，卖方有权随时限制或取消买方的信用额度（如有），并要求买方在卖方继续履行合同和/或任何订单之前付款或提供充足的履约担保。

* 1. If Buyer breaches this Contract, without prejudice to remedied agreed above, Seller shall be reimbursed by Buyer for the additional expenses arising therefrom, including but not limited to fees for storage and freight, in addition, Seller may retain the advance payment (if any) paid by Buyer to offset the liquidated damages and any other claims and shall be entitled to suspend the performance of the Contract. Seller may further claim in case the liquidated damages are not sufficient to fully cover the loss and damages. In case Buyer materially breach the Contract and/or any other contracts and orders with Seller, in terms of this Contract and the orders hereunder, Seller may also: (1) declare all outstanding sums due and payable immediately; (2) adjust price and payment terms hereof; and / or (3) cease performing of its obligations, including but not limited to ceasing installation, delivery, warranty and any other services (if any).

如果买方违约，除前述约定外买方还应支付卖方因此发生的额外费用（包括但不限于仓储和运输费用）和损失，同时卖方可以保留买方支付的预付款（如有）以抵扣违约金及其他任何索赔，并有权暂停履行后续义务。违约金不足以弥补损失的，卖方有权进一步索赔。如买方严重违反本合同和/或其与卖方订立的其他合同的，就本合同及其项下订单而言，卖方还可以：（1）宣布买方所有款项立刻到期；（2）自行调整价格及付款方式；和/或（3）停止履行本合同及订单下的义务，包括但不限于停止安装、交付、质保及任何其他服务（如有）。

1. **Confidentiality 保密**
   1. Any information exchanged by Parties in connection with this Contract shall be treated as confidential information. This confidentiality obligation shall not apply to a) information becomes available to the public through no breach by the recipient of the confidentiality obligation; b) information independently developed by the recipient; or c) information obtained from a third party whose disclosure does not breach any confidentiality obligation.

双方交换的与本合同有关的任何信息应被视为保密信息。本保密义务不适用于：a）非因接收方违反保密义务已为公众所知的信息；b）信息接收方独立开发的信息；以及c）从第三方处获知而该第三方的披露未违反保密义务的信息。

* 1. The recipient may disclose confidential information to its affiliate(s) or supplier(s) to the extent necessary for the purpose of performing the contract, provided that such affiliate(s) or supplier(s) shall be bounded by equivalent confidentiality obligations.

信息接收方可为履行合同目的在必要的限度内向其关联公司、供应商披露保密信息，该关联公司、供应商应当受同等保密义务的约束。

* 1. The obligation set forth in this Section 6 (Confidentiality) shall survive termination or expiration of this Contract for five (5) years.

本第6条（保密）中所述的保密义务在合同终止或到期后五年（5）内继续有效。

1. **Software软件**
   1. If any software is provided with the Goods, Buyer shall be granted a non-exclusive license under the license terms contained in the software documentation, the software itself or in attached license term, to install and use the software in unchanged form and with the agreed equipment for the agreed purpose. Buyer shall not modify, reverse engineer, disassemble or decompile the software.

如果卖方随设备提供软件，该软件将根据软件文档、软件本身或另附的许可条款向买方授予非排他性的许可，以便买方为合同约定之目的、且在不改变软件形式的前提下，在约定设备上使用该软件。买方不得对程序进行修改、逆向工程、反汇编或反编译。

* 1. If Seller delivers the software in the form of data medium (e.g., compact disk), the delivery terms under this Contract shall apply. If Seller delivers the software via download, delivery shall be completed when the initial password is sent out to the email address designated by Buyer in writing.

如卖方以数据介质形式（例如光盘）交付软件，则适用本合同下的交货条款。如卖方以下载的方式交付软件，卖方向买方书面指定的电子邮箱发送初始密码后即完成交付。

* 1. Unless otherwise agreed, the software shall be provided in machine readable form (object code) only. Seller does not provide source code of the software.

除非另有约定，软件应只以可机读的形式（目标代码）提供。卖方不提供软件的源代码。

1. **Intellectual Property知识产权**
   1. In the event a third party asserts legitimate claims against Buyer that the Goods infringe its intellectual property rights, Seller shall, at its own expense, choose (i) to acquire the legal right to use the Goods for Buyer; (ii) modify the Goods so as not to infringe intellectual property rights; or (iii) replace the infringing part of the Goods. Seller's aforesaid obligations shall apply only if Buyer 1) has immediately notified Seller in writing of the claims asserted by the third party; 2) has not acknowledged an infringement; and 3) authorizes Seller to defend against and/or reach a settlement with the third party.

如第三方向买方提出货物侵犯了其知识产权的合法主张，卖方应自负费用选择 (i) 为买方获得使用货物的权利；（ii）修改货物以使其不侵犯知识产权；或（iii）替换货物的侵权部分。卖方承担前述义务的前提是：1）买方应在第三方提出主张后就立即书面通知卖方，2）买方未曾对侵权进行任何形式的承认，且3）买方授权卖方采取抗辩和/或与第三方和解。

* 1. Seller shall be exempted from any liability if the infringement was caused by 1) any design, drawing or technique provided by Buyer; 2) Buyer’s use of the Goods beyond the agreed purpose; or 3) the Goods being altered by Buyer or being combined or incorporated together with products not provided by Seller.

如果由于以下原因导致侵权：1）买方提供的设计、图纸或技术；2）买方以约定目的之外的方式使用货物；或3）买方修改了货物或将货物与非卖方提供的产品进行组合或整合，则卖方应免责。

* 1. Buyer may use the plans, drawings, documentation and materials provided by Seller only for the purpose of operation, maintenance and repair of the Goods, in particular, not for the reproduction of the Goods or parts of the Goods.

买方仅能为运营、维护、维修货物之目的使用卖方提供的设计、图纸、文档和资料，尤其是不能出于再生产货物或其部件之目的而使用。

1. **Limitations of Liability责任限制**
   1. All liabilities of Seller in whatever kind relating to this Contract shall not, unless in case of personal injury caused by Seller or gross negligence or willful act, exceed the Total Contract Price or RMB one million (RMB 1,000,000), whichever is less.

除非因卖方原因造成人身伤害或卖方有重大过失或故意行为，卖方与本合同相关的全部各类责任不应超出合同总价或人民币一百万（1,000,000）元，以价值较小者为准。

* 1. In no event is Seller responsible for any indirect or consequential losses or damages, regardless of whether they are foreseeable. For this section, indirect losses or damages include but not limit to loss of production, loss of business interruption or loss of use, loss of profit, interest or revenues, loss of information or data, and damages and indemnification arising from another contract between Buyer and a third party, etc.

任何情况下卖方对任何间接损失不承担责任，无论是否可以预见。本条所称间接损失包括但不限于生产的损失，经营或使用中断的损失，利润、利息或收入的损失，信息或数据丢失的损失，基于买方与第三方的合同的损害赔偿而产生的损失等。

1. **Adaptation of Contract合同调整**
   1. In case where Seller’s costs of performing this Contract (such as costs of labor, raw materials, logistics, etc.) get increased significantly, or its performance period has been affected significantly due to causes beyond the reasonable control of Seller, the Parties agree, (1) that the delivery date and performance period of Seller shall be extended accordingly; and (2) to allocate the increased costs between the Parties in a reasonable way. Seller shall not be liable for breach of contract in the above situations.

由于卖方无法合理控制的原因导致合同项下卖方履约成本（例如人工、原材料、物流等成本）显著增加或履约期限受到显著影响，双方同意：（1）卖方交货期和履约期限相应延长；并且（2）双方合理分摊增加的履约成本。以上情况下卖方免于承担违约责任。

* 1. After the effectiveness of this Contract, any changes in any of Seller’s obligations under this Contract necessitated resulting from changes in law, standards or requirements by governmental authorities, shall be on the account of Buyer, and delivery date shall be postponed accordingly.

本合同生效后因法律、标准变化或政府机关要求而导致本合同项下任何卖方义务发生变化的，买方承担由此导致的所有费用，交付时间相应推迟。

1. **Termination合同终止**
   1. A Party may terminate this Contract immediately if 1) the other party commits a material breach of this Contract, and such breaching party does not ratify within 90 days after receiving breach notice; or 2) bankruptcy or insolvency of the other Party. Unless otherwise agreed in the Contract, in case Buyer fails to make advance payment (if any) within 90 days after execution of this Contract, Seller shall be entitled to terminate this Contract immediately. If Seller terminates this Contract in accordance with the terms of this Contract, Seller is entitled to be indemnified by Buyer for the balance of Total Contract Price minus the expenses not incurred, and compensation for other loss (if any).

1）一方严重违反本合同且未在收到违约通知后的90天内加以纠正，或2）一方破产或资不抵债，另一方可立即终止本合同。除非合同另有约定，如买方在合同签订后90天仍未支付预付款（如有），则卖方有权立即终止本合同。如果卖方基于合同约定终止本合同，买方应赔偿卖方合同总价减去未发生的费用以及其他损失（如有）。

* 1. Termination right shall be exercised by the Party with such right within three (3) years after the Party has known or should have known about the cause of termination.

终止权可在有权终止方知道或者应当知道终止事由之日起三（3）年内行使。

1. **Force Majeure不可抗力**
   1. For this Contract, Force Majeure refers to unforeseeable, unavoidable and insurmountable objective circumstances, such as natural disasters, labor disputes, lock out, war or warlike situation, riot, sabotage, fire, transportation delays, acts of governments (such as change of laws and revocation of import permits etc.), impediments arising out of national or international foreign trade or customs requirements or any embargoes or sanctions and outbreak of pandemic.

本合同所称不可抗力指不可预见、不能避免且不能克服的客观情况，例如自然灾害、劳工纠纷、封锁、战争或类似战争状态、暴乱、蓄意破坏、火灾、运输阻滞、政府行为（如修改法律规定和取消进口许可等）、国内国际外贸或海关规定产生的阻滞、任何禁运和制裁规定以及疫情的爆发等。

* 1. If either Party’s performance of its obligations is affected by a Force Majeure event, the Party shall be exempted from liabilities, and the performance period shall be extended accordingly. Any delay in performance by Seller as a result of the occurrence of any Force Majeure event to its suppliers or subcontractors shall be deemed as a Force Majeure event occurring to Seller.

任何一方由于遭受不可抗力影响合同义务的履行时，无需承担责任，合同履行期限相应顺延。因卖方的分包商或供应商遭受不可抗力导致卖方延迟履约的，应当视为卖方遭受不可抗力。

* 1. Either Party has the right to terminate this Contract by written notice to the other party when a Force Majeure event has continued for more than 180 days.

不可抗力事件持续超过180天，任何一方有权书面通知另一方终止合同。

1. **Miscellaneous 一般条款**
   1. All notices in connection with this Contract shall be sent in writing to the contact address set forth on the first page hereof and be effective 1) upon dispatch if sent by email; or 2) three (3) days after the date of mailing if sent by courier services. Any changes in contact information shall be effective upon written notice to the other party. If the notice is not received due to inaccurate contact information or rejection, etc., the return date of the notice shall be deemed as the notice service date.

所有与本合同有关的通知应以书面形式发送至合同首页所列联系方式。电子邮件发送时即生效；快递投寄后第三（3）天视为送达并生效。变更联系方式的，须经书面通知对方后生效。因联系方式不准确或拒收等原因导致通知未被接收的，通知被退回之日视为送达之日。

* 1. This Contract is governed by the laws of the People’s Republic of China. Disputes in connection with this Contract shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing by three (3) arbitrators in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The Parties agree that arbitrators who are not on CIETAC’s panel may be appointed as co-arbitrators or as presiding arbitrator.

本合同适用中华人民共和国法律。本合同相关争议应提交中国国际经济贸易仲裁委员会 (CIETAC) 按照申请仲裁时该会现行有效的仲裁规则由三（3）名仲裁员在北京仲裁。双方同意，不在CIETAC仲裁员名单上的仲裁员可以被指定为仲裁员或首席仲裁员。

* 1. This Contract and its annexes comprise the complete and final agreement between the Parties and supersede all prior negotiations, proposals, representations, commitments, understandings or agreements between the Parties, either written or oral, on its subject.

本合同及其附件组成了合同双方之间完整的、最后的协议，其效力取代双方之间就本合同所作的任何谈判、建议、陈述、承诺、备忘录或协议，无论口头的或书面的。

* 1. Unless expressly agreed by the Parties otherwise, days mentioned in this Contract refer to calendar days.

除非合同双方明示相反规定，本合同中所提及的日是指日历日。

1. **Compliance with the Law and Regulations遵守法律法规**

The Parties shall comply with mandatory laws and regulations relating to environmental protection, protection of laborers' rights and interests, and protection of the legitimate rights and interests of other individuals or organizations, including but not limited to Labor Law, Environmental Protection Law, Criminal Law, Land Administration Law, etc.

合同双方应遵守与环境保护、劳动者权益保护以及与保护其他个人或组织合法权益相关的强制性法律法规，包括但不限于《劳动法》、《环境保护法》、《刑法》、《土地管理法》等。

1. **Export Clauses 出口条款**
   1. Reservation Clause 保留条款

Seller shall not be obligated to fulfill this Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

如卖方因遵守国内、国际外贸规定或海关规定或任何禁运、制裁规定而无法履行本合同，则卖方不再承担履行本合同的义务。

* 1. Compliance with Export Control Regulations 遵守出口控制法规

1. Buyer shall comply with all applicable sanctions, embargoes and (re-)export control laws and regulations, and, in any event, with those of the People's Republic of China, the European Union, the United States of America and any locally applicable jurisdiction (collectively “Export Regulations”).

买方应遵守所有适用的制裁、禁运和（再）出口管制法律法规，并且在任何情况下，均应遵守中国、欧盟、美国和任何当地适用辖区的法律法规（统称为“出口法规”）。

1. Prior to any transaction by Buyer concerning goods (including hardware, software, technology and corresponding documentation) delivered by Seller (“Goods”), or works and services (including maintenance and technical support) performed by Seller (“Services”) with a third party, Buyer shall check and certify by appropriate measures that:

在买方与第三方就卖方交付的货物（包括硬件、软件、技术和相应文件，统称为“货物”）或卖方完成的工作和服务（包括维护和技术支持，统称为“服务”）进行任何交易之前，买方应通过适当措施检查并保证：

* Buyer’s use, transfer, or distribution of such Goods and Services, the brokering of contracts or the provision of other economic resources in connection with Goods or Services will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion);

买方使用、转让或分销该等货物和服务、或为货物和服务有关的合同提供经纪服务，或提供与货物和服务有关的其它经济资源，将不违反任何出口法规和任何对规避禁运的禁令措施（例如，通过不当转移）；

* the Goods and Services are not intended or provided for prohibited or unauthorized non-civilian purposes (e.g., armaments, nuclear technology, weapons, or any other usage in the field of defense and military); and

该等货物和服务不得试图或提供用于禁止或未经授权的非民用目的（例如，军备、核技术、武器或国防和军事领域的任何其他用途）；和

* Buyer has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the Goods and Services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein.

买方已根据出口法规中与所列实体、个人和组织进行交易的所有适用限制方清单，对所有直接和间接参与接收、使用、转让或分销货物和服务的各方进行了筛选。

1. Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any Goods supplied by Seller under or in connection with this Sales Contract.

买方不得将卖方在本销售合同项下或与本销售合同有关而提供的任何货物直接或间接地向俄罗斯联邦或白俄罗斯出售、出口或再出口，或用于在俄罗斯联邦或白俄罗斯境内使用。

1. Buyer shall undertake its best efforts to ensure that the purpose of Article 15.2.(c) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

买方应尽其最大努力确保供应链下游的任何第三方（包括可能的转售商）不会影响第15.2.(c) 条约定的实现。

1. Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Article 15.2.(c).

买方应建立并维持适当的监督机制，以发现供应链下游的任何第三方（包括可能的转售商）会影响第15.2.(c) 条约定实现的行为。

1. Any violation of Articles 15.2.(c), 15.2.(d) or 15.2.(e) shall constitute a material breach of an essential element of this Sales Contract, and Seller shall be entitled to seek appropriate remedies, including, but not limited to: (i) request a plan to remedy the infringement; (ii) claim penalties in the amount of the price of the re-exported Goods or 5% of the contractual value whichever is higher; (iii) rescind the affected contract; (iv) spend any of its business relationships with Buyer and/or any Buyer Affiliate, until the breach of Article 15.2.(c) is remedied; and/or (v) terminate the Sales Contract.

对第15.2.(c)、15.2.(d)或第15.2.(e)条的任何违反将构成对本销售合同关键内容的实质性违反，卖方应有权寻求适当的救济，包括但不限于：（1）请求提供侵权补救计划；（2）主张再出口货物价格或销售合同价值的5%（以较高者为准）的违约金；（3）取消受影响的合同；（4）中止与买方和/或任何买方关联公司的业务关系，直至第15.2.(c) 条项下的违约行为获得纠正；和/或（5）终止本销售合同。

1. Buyer shall immediately inform Seller about any problems in applying Article 15.2.(c), 15.2.(d) or 15.2.(e), including any relevant activities by third parties that could frustrate the purpose of Article 15.2.(c). Buyer shall make available to Seller information concerning compliance with the obligations under Article 15.2.(c), 15.2.(d) or 15.2.(e) within two weeks of the simple request of such information.

买方应立即通知卖方在适用第15.2.(c)、15.2.(d)或第15.2.(e)条时出现的任何问题，包括可能会影响第15.2.(c)约定实现的任何第三方的相关行为。买方应在经要求后两周内向卖方提供其遵守第15.2.(c)、15.2.(d)或第15.2.(e)条项下义务的相关信息。

1. Upon request by Seller, Buyer shall promptly provide Seller with all information pertaining to the particular end customer, the particular destination and the particular intended use of Goods and Services. Buyer will notify Seller prior to Buyer disclosing any information to Seller that is defense-related or requires controlled or special data handling pursuant to applicable government regulations, and will use the disclosure tools and methods specified by Seller.

应卖方要求，买方应立刻提供关于货物和服务的特定最终客户、特定最终目的地和特定预期用途有关的全部信息。买方将在其向卖方披露任何与国防相关或需要根据适用政府法规进行受控或特殊数据处理的信息之前，使用卖方指定的披露工具和方法通知卖方相关信息。

1. Buyer will indemnify and hold harmless Seller, its affiliates, subcontractors, and their representatives, against any claims, damages, fines and costs (including attorney’s fees and expenses) relating in any way to Buyer’s noncompliance with this Article 15, including Buyer’s and its third party business partners’ violation or alleged violation of any Export Regulations, and Buyer will compensate Seller for all losses and expenses resulting thereof.

就任何由于买方违反本第15条约定，及买方和其第三方业务伙伴违反或涉嫌违反任何出口法规而与之相关的索赔、损失、罚款和费用（律师费用和支出），买方应向西门子、其关联公司、分包商及代表赔偿并使其免受损害，且买方将赔偿卖方由此产生的一切损失和费用。

1. If and to the extent the sale or supply of Goods and Services is subject to prior authorization by the competent export control authorities of the European Union, this Sales Contract shall come into force only upon granting of such authorization.

如果货物和服务的销售或提供需要事先获得欧盟相关出口控制当局的批准，则本销售合同应仅在被授予该等批准后才生效。

*(The following sub-sections (k) to (l) shall also apply if the contract covering (nonexclusive, non-transferable, non-sublicensable) software licenses, including documentation and services, entered into by Buyer directly and/or indirectly with a user to whom Buyer has made available such Software (e.g. EULAs).* *当本合同包含买方直接或间接向其用户提供非独占、不可转让、不可再授权的软件许可（涵盖文档与服务，如最终用户许可协议），则以下（k） ~（l）项条款亦应适用。）*

1. Buyer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the software, documentation and/or services (collectively “Deliverables”) from or in any location prohibited by or subject to comprehensive sanctions or subject to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any “deemed (re-)exports”), or otherwise make available the Deliverables to any entity, person, or organization identified on a restricted party list of the Export Regulations, or owned or controlled by a listed party; (iii) use the Deliverables for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) facilitate any of the aforementioned activities by any user of the Deliverables.

未经出口法规或相应政府许可或批准允许，买方不得：（i）从来自或者位于被出口法规禁止或受全面制裁的任何地点或需要许可的任何地点下载、安装、访问或使用软件、文件和/或服务（统称为“可交付成果”）；（ii）向出口法规受限制方名单上确定的，或由受限制方拥有或控制的任何实体、个人或组织授予访问、转让、（再）出口（包括任何“视为（再）出口”）或以其他方式提供可交付成果；（iii）将可交付成果用于出口法规禁止的任何目的（例如用于军备、核技术或武器）；（iv）为任何用户使用可交付成果的上述活动提供便利。

1. Buyer acknowledges that, if Seller’s fulfillment of this Sales Contract is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions, Seller may be obliged to limit or suspend access by Buyer and/or user(s) to the Deliverables.

买方确认，如卖方因遵守国内、国际外贸规定或海关规定或任何禁运、制裁规定而无法履行本销售合同，卖方可能有义务限制或暂停买方和/或用户对可交付成果的访问。

1. **Data Protection数据保护**
   1. Seller and Buyer shall comply with the statutory provisions relating to cyber security, data security and personal information protection (hereafter “appliable laws”). Buyer shall not disclose to Seller any state secrets, national core data or important data (all of which shall have the meaning as defined by the applicable laws) during the performance of the Contract unless otherwise agreed by Seller. Where Buyer discloses to Seller any data which is subject to legal protection (hereafter “Data”) under this Contract or for purpose to perform this Contract, Buyer shall notify Seller by a written notice in good time prior to the disclosure of the Data, so as to enable Seller to deal with the Data in a way in compliance with applicable laws. Buyer hereby warrants the Data provided by Buyer to Seller is lawfully collected and provided and does not infringe the rights and interest of individuals or third parties. In addition, Buyer is obliged to satisfy the prerequisites required by appliable law, so as to enable Seller to, for the purpose of performing the Contract or other reasonable purposes relating to the Contract, collect, process/entrust a third party to process, use, transfer to a third party, share with a third party, disclose or transfer abroad the Data without any breach of applicable laws.

卖方和买方应遵守与网络安全、数据安全和个人信息保护有关的强制性法律规定（下称“适用法律”）。除非卖方同意，否则买方应保证其在履行合同的过程中不会向卖方披露任何国家秘密、国家核心数据和重要数据（定义均以适用法律为准）。如果买方在本合同项下或为履行本合同之目的向卖方披露任何受适用法律保护的数据（下称“数据”），买方应在向卖方披露相关数据之前及时书面通知卖方，从而使卖方可以以符合适用法律的方式处理数据。买方保证数据的收集与提供是合法的，不存在侵犯个人或第三方权益之情形。此外，买方有义务满足适用法律规定的前提条件，从而使卖方可以为履行合同或其他与合同有关的合理目的合法地收集、处理/委托第三方处理、使用、转让给第三方、与第三方共享、披露或向境外转移数据。

* 1. Siemens (Seller) has formulated a Siemens Business Partner Privacy Notice to specify how Siemens processes and protects the personal information of the contact person at Siemens’ customers, suppliers and partners e.g. with regard to the categories of personal information processed, the purposes of the processing (e.g. performing promotion activities and ensuring compliance with Siemens Business Partner compliance screening obligations (to prevent white-collar or money laundering crimes) etc.), transfer and disclosure of personal information, retention period, data subject’s rights, and data privacy contact etc. Buyer is obliged to satisfy the prerequisites required by applicable laws (including without limitation to the notification and consent obligations under the applicable laws), so that Siemens may process the personal information of the contact person of Buyer in a way as specified in the Siemens Business Partner Privacy Notice (including any amendment thereof made from time to time). The Siemens Business Partner Privacy Notice can be found by the below link:

<http://w2.siemens.com.cn/download/Siemens_Business_Partner_Privacy_Notice-en.pdf>

西门子（卖方）已经制定了《西门子商业合作伙伴个人信息保护声明》，以规定西门子如何处理及保护西门子客户、供应商和合作伙伴的联系人的个人信息，例如关于处理的个人信息的类别、处理的目的（例如进行市场推广活动以及确保遵守（为预防白领犯罪或洗钱而进行的）商业合作伙伴筛查义务等）、个人信息的转让和披露、保留期限、个人信息主体的权利以及个人信息保护联系人等。买方有义务满足适用法律规定的前提条件（包括但不限于适用法律下要求的告知和获得同意的义务），以使西门子可以根据《西门子商业合作伙伴个人信息保护声明》（包括之后不时的修改）处理买方联系人的个人信息。《西门子商业合作伙伴个人信息保护声明》可通过以下链接获得：

<http://w2.siemens.com.cn/download/Siemens_Business_Partner_Privacy_Notice-cn.pdf>

* 1. Buyer shall deal with all Data received from Seller or its affiliates or otherwise become accessible to the Buyer in accordance with the applicable laws. Buyer hereby warrants that: (1) it shall take proper technical and organizational measures which are in line with the appliable laws in order to protect the Data against manipulation, loss, destruction and against access by unauthorized persons; and (2) all Data provided by Seller shall be used solely for the sole purpose of performing this Sales Contract. Any further statutory or contractual confidentiality obligations remain unaffected by the above clauses.

买方应按照适用法律的规定处理所有其从卖方或其关联企业接收的或其通过其他方式接收的数据，买方保证:(1)为了确保数据的安全，买方应采取符合适用法律要求的技术和组织措施来保护买方所接收的上述数据不受操控、损害、破坏以及未授权人员的访问；(2)卖方所提供的数据将仅被用于履行本合同的目的。上述约定不影响任何法定或本合同约定的保密义务。

1. **Cyber Security Notice for Network Products 网络产品的安全须知**
   1. Plants, systems, machines and networks may be subject to cyber threats. Seller has established the channel for receiving information on security vulnerabilities in Seller’s products. Buyer may report the security vulnerabilities in Seller’s products that they have discovered or encountered by sending emails to [productcert@siemens.com](mailto:productcert@siemens.com) or [src.cyscn.cn@siemens.com](mailto:src.cyscn.cn@siemens.com).

工厂、系统、机器和网络可能受到网络攻击的威胁。卖方已建立接收卖方产品安全漏洞信息的平台。买方可以通过向[productcert@siemens.com](mailto:productcert@siemens.com)或[src.cyscn.cn@siemens.com](mailto:src.cyscn.cn@siemens.com)发送邮件的方式报送发现或遇到的卖方产品的安全漏洞。

* 1. Seller will publish the security vulnerabilities and remedy measures (if any) in Seller’s products on <https://www.siemens.com/industrialsecurity> from time to time. Buyer shall visit the above-mentioned website periodically and apply the remedy measures in a timely manner. Buyer is highly recommended to register on the above website and subscribe the “Security Advisory” to stay informed of the most updated vulnerabilities and remedy measures.

卖方将在<https://www.siemens.com/industrialsecurity> 上不时公布卖方产品的安全漏洞和修补措施（如有）。买方应定期访问上述网站并及时采取相关修补措施。卖方强烈建议买方在上述网站登记并订阅Security Advisory，从而以获取最新的安全漏洞和修补措施的及时推送。

* 1. In case Buyer is not the end user of Seller's products, Buyer shall ensure that (i) the end user of Seller’s products will be informed of the contents of the above 17.1 and 17.2 in writing; and (ii) in case Seller decides to send separate notices for vulnerabilities and remedy measures by ways other than releasing those on its website, e.g. by email, telephone or courier etc., Buyer shall ensure that a separate notice will also be delivered to the end user in the same manner.

如买方并非卖方产品的最终用户，买方应确保1）将上述17.1和17.2的内容书面告知最终用户；且2）如果卖方决定通过在其网站发布相关信息以外的其他方式发送关于漏洞即修补措施的通知，如电子邮件、电话和快递等，买方应当确保以同样的方式向最终用户发送该等通知。