

## STANDARD TERMS AND CONDITIONS OF PURCHASE

### 1. APPLICATION

- 1.1 These Standard Terms and Conditions of Purchase ("STCP") are deemed to be incorporated into each Purchase Order issued by Interplex. Where Interplex Group and Supplier have entered into a separate purchasing agreement in relation to the relevant Products and/or Services, the provisions of such separate purchasing agreement shall apply and the STCP shall be of no effect. Where there is no separate purchasing agreement in force between Interplex Group and Supplier, each Purchase Order shall be subject to the terms and conditions set out in the STCP.
- 1.2 The STCP shall not apply to any Purchase Order issued by Interplex Soprec SAS. For the Standard Terms and Conditions of Purchase applicable to Interplex Soprec SAS, please refer to the section entitled "Interplex Soprec SAS" at <https://interplex.com/business-terms/>.
- 1.3 Interplex submits the Purchase Order on condition that the Purchase Order and STCP are accepted in their entirety, and Interplex expressly rejects any provisions that are different from or additional to those contained in the Purchase Order or the STCP (whether such provisions are contained in any bid, proposal, price list, quotation, invoice, confirmation, acknowledgement, acceptance, or other written or oral communication), and such different or additional provisions shall not form a part of the Purchase Order or the STCP. The foregoing shall apply regardless of whether Supplier makes its bid, proposal, price list, quotation, invoice, confirmation, acknowledgement or acceptance of the Purchase Order conditional upon Interplex's acceptance of such different or additional provisions. If the Purchase Order is construed as an acceptance of Supplier's offer to sell, Interplex's acceptance shall be conditional upon (a) Supplier's full and unconditional acceptance of any different or additional terms contained in the Purchase Order and the STCP, and (b) Interplex's rejection of Supplier's terms and conditions (whether such provisions are contained in any bid, proposal, price list, quotation, invoice, confirmation, acknowledgement, acceptance, or other written or oral communication). Interplex's failure to expressly object to any provisions in Supplier's documentation shall not constitute a waiver by Interplex and shall not be otherwise be deemed as Interplex's acceptance of any such provisions in Supplier's documentation.
- 1.4 When Supplier (a) signs and returns a copy of the Purchase Order, or returns Supplier's own form of confirmation, invoice, acceptance or acknowledgement, (b) delivers the Products, or (c) starts performing any Services, Supplier shall be deemed to (i) accept in whole the provisions of the Purchase Order and the STCP, and (ii) waive Supplier's own terms and conditions in their entirety (whether such terms and conditions are contained in Supplier's bid, proposal, price list, quotation, invoice, confirmation, acknowledgement, acceptance, or other written or oral communication). The Purchase Order, together with the STCP and all other documents attached to or expressly incorporated by reference in the Purchase Order and the STCP, shall constitute the entire

## 标准采购条款和条件

### 1. 适用范围

- 1.1 本标准采购条款和条件（下称“本标准条款”）视为纳入 Interplex 发出的所有采购订单。如 Interplex 集团与供应商就相关约定产品和/或约定服务另行签订了采购协议，则适用该等采购协议的规定，本标准条款不具效力。如 Interplex 集团与供应商之间未另行签订采购协议，则各份采购订单应受本标准条款规定的条款和条件的约束。
- 1.2 本标准条款不适用于 Interplex Soprec SAS 发出的任何采购订单。有关适用于 Interplex Soprec SAS 的标准采购条款和条件，请点击 <https://interplex.com/business-terms/> 查阅标题为“Interplex Soprec SAS”的部分。
- 1.3 Interplex 提交采购订单的前提条件是供应商接受采购订单和本标准条款的全部条款，并且 Interplex 明确拒绝与采购订单或本标准条款中不同或附加的任何规定（无论此等规定是否包含于任何投标、提案、价格表、报价、发票、确认函、承认函、接受函或其他书面或口头通信之中），而且此类不同或附加的规定不构成采购订单或本标准条款的一部分。无论供应商是否以 Interplex 接受该等不同或附加的规定作为其提交投标、提案、价格表、报价、发票、确认函、承认函或接受采购订单的前提条件，前述规定均应适用。如采购订单视为接受供应商的销售要约，则 Interplex 接受要约的前提条件：  
(a) 供应商完全且无条件地接受采购订单和本标准条款中的任何不同或附件规定；以及 (b) Interplex 拒绝供应商的条款和条件（无论此等规定是否包含于任何投标、提案、价格表、报价、发票、确认函、承认函、接受函或其他书面或口头通信之中）。Interplex 未明确反对供应商文件中的任何规定，不应构成 Interplex 弃权，亦不应视为 Interplex 接受供应商文件中的任何此类规定。
- 1.4 当供应商 (a) 签署并回传采购订单副本，或回传供应商自身格式的确认函、发票、接受函或承认函；  
(b) 交付约定产品，或 (c) 开始提供任何约定服务时，应视为其 (i) 完全接受采购订单和本标准条款的规定，且 (ii) 完全放弃其自身的条款和条件（无论此等条款和条件是否包含于供应商的任何投标、提案、价格表、报价、发票、确认函、承认函、接受函或其他书面或口头通信之中）。采购订单和本标准条款，以及附于采购订单和本标准条款后的或明确通过援引纳入其中的所有其他文件，应

agreement between Interplex and Supplier with respect to the Products and/or Services, and shall form a legally binding contract between Interplex and Supplier (this "Agreement").

- 1.5 The STCP shall not be modified in any way by course of performance, course of dealing, trade custom or usage. No amendment, modification, addition or waiver in respect of the provisions of the Purchase Order shall be effective unless it is made in writing and executed by Interplex.
- 1.6 If there is any conflict, inconsistency or discrepancy between the provisions of the Purchase Order and the STCP, the terms in the Purchase Order shall prevail insofar as such provisions relate to product description, pricing, payment, quantity, delivery location, delivery schedule, Incoterms, product warranty period, and packing requirements. In all other cases, the provisions of the STCP shall prevail.
- 1.7 All fees, costs and expenses incurred by Supplier in preparing and submitting any quotation, bid, proposal, price list, quotation, invoice, confirmation, acknowledgement, acceptance or other documentation relating to this Agreement shall be borne by Supplier, and Interplex shall not be liable to pay or reimburse Supplier for any such fees, costs and expenses.

## 2. DEFINITIONS

**"Affiliate(s)"** shall mean, with respect to a Party, any entity which now or hereafter is directly or indirectly Controlling or Controlled by or under direct or indirect common Control with a Party;

**"Agreement"** shall mean the legally binding contract formed between Interplex and Supplier as defined in Clause 1.4;

**"Applicable Sanctions"** shall bear the meaning ascribed to it in Clause 16.1;

**"Control"** shall mean: (a) possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a party, whether by contract, trust or otherwise; or (b) direct or indirect ownership of more than fifty percent (50%) of the voting rights of the said party;

**"Epidemic Failure"** shall mean any failure of the same or related Products which are subject to one or more of the following conditions: (a) the same or similar defect at a rate of one percent (1%) or more in any given sixty (60)-day period; (b) the same or similar defect at a rate of one percent (1%) or more of total order quantity under one or more Purchase Order(s); (c) subject to any Product recalls or the Products are shown to have any potential safety defect, safety hazard or other condition that requires or would make advisable a recall of such Products; (d) 0-km or zero-mileage failure rate at the assembly plant or manufacturing site; or (e) any other Product failure that causes or is expected to cause material disruption or cessation of Interplex Group's production line;

**"Export Control Laws"** shall bear the meaning ascribed to it in Clause 16.2;

**"Indemnified Parties"** shall bear the meaning ascribed to it in Clause 13.1;

**"Interplex"** shall mean the purchasing Affiliate(s) of Interplex Holdings Pte. Ltd., as identified in the Purchase

构成 Interplex 与供应商之间关于约定产品和/或约定服务的完整协议，并应构成 Interplex 与供应商之间具有法律约束力的合同（下称“本协议”）。

- 1.5 本标准条款不因履约过程、交易习惯、贸易惯例或习俗而以任何方式被修改。除非 Interplex 以书面形式作出并签订，任何对采购订单条款的修订、修改、补充或弃权均无效。
- 1.6 如采购订单与本标准条款的规定有任何冲突、不一致或差异，与产品描述、定价、付款、数量、交付地点、交付时间表、国际贸易术语、产品质保期及包装要求相关的规定以采购订单的条款为准；其他方面则以本标准条款的规定为准。
- 1.7 供应商应自行承担因准备和提交任何报价、投标、提案、价格表、报价、发票、确认函、承认函、接受函或其他与本协议相关的文件产生的所有费用、成本和支出，且 Interplex 无需向供应商支付或报销此类费用、成本和支出。

## 2. 定义

“关联公司”，就一方而言，指现时或此后直接或间接控制一方，或直接或间接由一方控制或共同控制的任何实体；

“协议”指根据第 1.4 条的定义在 Interplex 与供应商之间成立的有法律约束力的合同；

“适用的制裁”应具有第 16.1 条中所赋予其的含义；

“控制”指 (a) 通过合同、信托或其他方式直接或间接拥有指导或促使一方管理或决策的权力；或 (b) 直接或间接持有该方百分之五十 (50%) 以上的表决权；

“重大瑕疵”指相同或相关的约定产品存在如下一种或多种瑕疵情形：(a) 在任何指定的六十 (60) 天内，相同或类似的不良率达百分之一 (1%) 或以上；(b) 一个或多个采购订单下，相同或类似的不良品占订单总数量的比例达到百分之一 (1%) 或以上；(c) 任何约定产品被召回，或约定产品因存在潜在的安全缺陷、安全隐患或其他情况需要或可能需要召回该等约定产品；(d) 装配厂或生产场地的零公里或零里程故障率；(e) 任何其他导致或可能导致 Interplex 集团生产线严重中断或停工的约定产品的故障；

“出口管制法律”应具有第 16.2 条中所赋予其的含义；

Order;

**"Interplex Group"** shall mean Interplex and/or its Affiliate(s);

**"Losses"** shall mean all losses, liabilities, claims, demands, damages, suits, actions, legal or administrative proceedings, judgments, costs and expenses (including attorney's fees) of any kind or nature, including but not limited to lost profits, lost revenue, lost business opportunities, lost data, anticipated savings and any other indirect, incidental, special, consequential or punitive damages or losses;

**"Non-Conforming Products"** shall bear the meaning ascribed to it in Clause 11.1;

**"Party"** shall mean either Interplex or Supplier, and **"Parties"** shall mean Interplex and Supplier collectively;

**"Products"** shall mean both tangible and intangible goods (including any software, related documentation and packaging, as applicable) under the Purchase Order and, where appropriate, shall be deemed to include Services;

**"Purchase Order"** shall mean any written or electronic purchase order or service order for any Products and/or Services issued by Interplex to Supplier;

**"Representatives"** shall mean, with respect to an entity, its directors, officers, employees, subcontractors, consultants and professional advisers;

**"Services"** shall mean the services to be performed by Supplier for Interplex under the Purchase Order;

**"Supplier"** shall mean the entity identified as the supplier or seller in the Purchase Order;

**"Supplier Group"** shall mean Supplier and/or its Affiliates;

**"Supplier Warranties"** shall bear the meaning ascribed to it in Clause 9.2; and

**"Warranty Period"** shall bear the meaning ascribed to it in Clause 9.3.

**"受保护方"** 具有第 13.1 条所赋予的含义；

**"Interplex"** 指采购订单列明为采购方的 Interplex Holdings Pte. Ltd. 旗下关联公司；

**"Interplex 集团"** 指 Interplex 和/或其关联公司；

**"损失"** 指任何类型或性质的损失、责任、索赔、要求、损害、诉请、诉讼、法律或行政程序、判决、成本和费用（包括律师费），包括但不限于利润损失、收入损失、商业机会损失、数据损失、预期可节省成本和任何其他间接、附带、特殊、后果性或惩罚性的损害或损失；

**"不合格的约定产品"** 具有第 11.1 条所赋予的含义；

**"一方"** 指 Interplex 或供应方，**"双方"** 指 Interplex 和供应商的统称；

**"约定产品"** 指采购订单项下有形与无形的货物（包括任何软件、相关文件和包装，如适用），并且在适当的情况下视为包括约定服务；

**"采购订单"** 指 Interplex 向供应商发出的有关任何约定产品和/或约定服务的任何书面或电子采购订单或服务订单；

**"指定代表"** 指，就一个实体而言，其董事、高管、职员、分包商、顾问或专业顾问；

**"约定服务"** 指供应商根据采购订单向 Interplex 提供的服务；

**"供应商"** 指采购订单中列明为供应商或卖家的实体；

**"供应商集团"** 指供应商和/或其关联公司；

**"供应商的保证"** 具有第 9.2 条所赋予的含义；及

**"质保期"** 具有第 9.3 条所赋予的含义。

### 3. TIME OF THE ESSENCE

3.1 Time and quantity are of the essence in this Agreement. The delivery terms (including the delivery date and applicable Incoterm) of any Products and/or Services shall be indicated in the Purchase Order.

3.2 Supplier shall notify Interplex in writing immediately without delay (and in any event no later than twenty-four (24) hours) after Supplier first becomes aware of any prospective or actual event, occurrence or circumstance that could result in any impediment, delay, failure or default in Supplier's delivery of any Products and/or performance of any Services, such event, occurrence or circumstance including but not limited to any disruption or discontinuity in the supply of materials, governmental regulations, export controls and labour disputes. Notwithstanding the above, Supplier shall take all reasonable measures at Supplier's own cost and

### 3. 时间要素的重要性

3.1 时间及数量是本协议的关键要素。任何约定产品和/或约定服务的交付条件（包括交付时间和适用的国际贸易术语）应在采购订单中注明。

3.2 供应商一旦知悉有任何可能或实际发生的事件、事情或情况可能对其交付约定产品和/或提供约定服务造成任何障碍或延误、使其无法交付约定产品和/或提供约定服务，或导致其违约的，应立即毫不迟疑地书面告知 Interplex（任何情况下均不得超过二十四（24）小时），该等事件、事情或情况包括但不限于材料供应的中断或间断、政府规定、出口管制和劳工纠纷。尽管有前述规定，供应商应自费采取一切合理措施加快交付约定产品和/或提供约定服

expense to expedite delivery of the Products and/or performance of the Services. Where the specified mode of transportation would not allow Supplier to meet the stipulated delivery date(s), Supplier shall arrange for the affected Products to be shipped by expedited means acceptable to both Parties, and Supplier shall bear all resulting freight and other costs.

- 3.3 If delivery or performance is not effected within the time prescribed in the Purchase Order, Interplex may, in addition to all other rights and remedies available to it under this Agreement (including but not limited to Clause 11 (Non-Conforming Products or Services)) or the applicable law: (a) cancel the Purchase Order; (b) purchase the Products from a third party and/or retain substitute performance of the Services by a third party; and/or (c) charge Supplier for any Losses arising from or in connection with Supplier's default.

#### 4. DELIVERY, PACKAGING & TRANSPORTATION

- 4.1 Unless a different Incoterm is indicated in the Purchase Order, all Products shall be delivered in accordance with DDP (Incoterms 2020) for domestic delivery and DAP (Incoterms 2020) for international delivery. The final destination shall be determined by Interplex and set out in the Purchase Order.
- 4.2 Supplier shall carry out delivery of the Products in accordance with the applicable Incoterm as set out in Clause 4.1, but Interplex's receipt of such delivery (including the signing of any delivery slip by Interplex's Representative) shall not constitute acceptance of the Products.
- 4.3 Where applicable, Supplier shall, concurrently with delivery of the Products, provide Interplex with copies of all necessary licences and compliance certificates. Each delivery shall include a packing list containing all relevant information, including the following (as applicable): (a) Purchase Order number; (b) Interplex part number; (c) quantity of Products shipped; and (d) shipment date.
- 4.4 Unless otherwise agreed in writing or indicated in the Purchase Order, Supplier shall not make any partial or early delivery. Interplex reserves the right to reject any delivery that does not comply with the agreed delivery terms (including the manner and time of delivery, delivery lot size and packaging requirements, as applicable). Interplex shall not be liable for any costs and expenses incurred by Supplier arising from or in connection with the production, installation, assembly or any other work relating to the Products prior to delivery in accordance with this Agreement.
- 4.5 Supplier shall pack and secure the Products properly in accordance with Interplex's instructions and sound commercial practices, as well as any applicable laws, regulations, rules, industry standards and guidelines, to prevent damage or degradation during transportation, ensure that the Products can be delivered to their destination in good and safe condition, and facilitate safe and efficient unloading, handling and storage. Supplier shall provide packaging with all necessary protective measures (including, where applicable,

务。如采用指定的运输方式无法使供应商满足约定的交付日期，供应商应安排以双方均可接受的加急方式运送受影响的约定产品，且由此产生的所有运费和其他费用由供应商承担。

- 3.3 如未能在采购订单规定的时间内交付或履行，除本协议（包括但不限于第 11 条“约定产品或约定服务不合格”）或适用法律规定的所有其他权利和救济途径外，Interplex 还可：(a)取消采购订单；(b)向第三方采购约定产品和/或由第三方提供替代的约定服务；和/或(c)要求供应商赔偿因其违约产生或与之相关的任何损失。

#### 4. 交付、包装和运输

- 4.1 除非采购订单另行指定其他国际贸易术语，所有国内交付的约定产品应适用“完税后交货”术语（DDP，《2020 年国际贸易术语解释通则》），国外交付的约定产品应适用“目的地交货”术语（DAP，《2020 年国际贸易术语解释通则》）。最终目的地由 Interplex 确认并在采购订单中注明。
- 4.2 供应商应根据第 4.1 条列明的适用贸易术语交付约定产品，但 Interplex 收货（包括由 Interplex 的指定代表签署任何交货单）不得视为接受约定产品。
- 4.3 在适用的情况下，供应商应在交付约定产品的同时向 Interplex 提供所有必须的许可及合规证明文件的副本。每次交付应附有装箱单，载明所有相关信息，包括如下内容（如适用）：(a) 采购订单号；(b) Interplex 零件编号；(c) 发货的约定产品的数量；及 (d) 发货日期。
- 4.4 除非另有书面约定或在采购订单中注明，供应商不得部分或提前交付。就任何不符合约定的交付条件（包括交付方式和时间、交付批次大小和包装要求，如适用）的交付，Interplex 保留拒绝的权利。对于供应商因约定产品的生产、安装、组装或依本协议在交付之前与约定产品相关的其他工作产生或与之相关的任何费用和开支，Interplex 不承担任何责任。
- 4.5 供应商应按照 Interplex 的指示和合理的商业惯例，以及任何适用的法律、法规、规定、行业标准和准则，对约定产品进行适当的包装和保护，以防止运输过程中出现损坏或恶化，确保约定产品能够以良好和安全的状态在目的地交付，且有利于安全和高效地卸货、搬运和储存。供应商应提供具备所有必要防护措施的包装（在适用的情况下，包括适合长

packaging suitable for long-distance transportation, rough load, and protection against shock, moisture and rust). In addition, Supplier shall use commercially reasonable efforts to use packaging materials that minimise environmental impact and degradation (including the use of recyclable and biodegradable materials). Supplier shall provide sufficient advance notice in writing to Interplex of all non-standard, special or exceptional requirements (if any) relating to the proper and safe transportation, storage and unloading of the Products (including, where applicable, weight, size, dimensions, temperature and humidity requirements). All costs of packaging shall be borne by Supplier and are deemed to be included in the stated price of the Products.

4.6 Notwithstanding the application of the relevant Incoterm(s) in accordance with Clause 4.1, Supplier shall be fully liable and responsible for (a) any loss or damage arising from or in connection with its failure to properly preserve or handle the Products until the point of delivery per the applicable Incoterm and (b) any rust or any other forms of damage to the Products arising from or in connection with defective, improper or inadequate packaging. Interplex shall not be required to assert any claims for such loss or damage against the common carrier involved. The provisions of Clause 3 (Time of the Essence) shall apply with respect to any delay in delivery due to any replacement or repair of such damaged Products.

4.7 Supplier shall comply with Interplex's instructions, if any, with respect to the marking and labelling of shipping containers and packages with all relevant freight/shipping details. Supplier shall place appropriate warning markings on the exterior package if special handling procedures are required.

4.8 Unless otherwise agreed in writing between the Parties, Interplex shall have the right to reschedule delivery of Products at any time prior to delivery.

4.9 Any design, installation, assembly or other services relating to the Products to be performed by Supplier shall be subject to the provisions of Clause 6 (Performance of Services).

## 5. CHANGES

5.1 Interplex has the right to request changes to the terms of the Purchase Order (including but not limited to changes to the technical standards and requirements, drawings, specifications, quantity, packaging and delivery terms) before delivery of the Products. If Supplier reasonably determines that such changes will affect the cost or time of production or impact the delivery schedule, Supplier shall provide written notice to Interplex within three (3) business days after receiving Interplex's change notice, failing which Supplier shall be deemed to have unconditionally accepted the terms stated in Interplex's change notice. Supplier's written notice shall include a detailed analysis of any change in costs and production time, and any anticipated impact to the delivery schedule, as applicable. The Parties may negotiate a written amendment of the Purchase Order, effective when signed by both Parties, which may include an increase in price commensurate with the increase in Supplier's costs directly caused by the proposed changes.

途运输、野蛮装载以及防震、防潮和防锈的包装)。此外, 供应商应尽商业上合理的努力, 使用对环境影响和使环境退化程度最小的包装材料(包括使用可回收和可生物降解的材料)。供应商应提前以书面形式充分告知 Interplex 所有与约定产品的适当和安全运输、储存和卸载有关的非标准、特殊或例外要求(如有)(如适用, 包括有关重量、大小、尺寸、温度和湿度的要求)。所有的包装费用应由供应商承担, 并视为已包含在约定产品标明的价格中。

4.6 尽管根据第 4.1 条适用相关贸易术语, 供应商应就如下情况承担全部责任: (a) 因其未能在依照适用的贸易术语交付约定产品之前妥善保存或处理约定产品而产生的或与之相关的任何损失或损害, 以及 (b) 因包装缺陷、不当或不充分所致或与之相关的约定产品锈蚀或任何其他形式的损害。Interplex 不需就此类损失或损害向相关的公共承运人提出任何索赔。第 3 条(时间要素的重要性)的规定应适用于因更换或修理此类受损的约定产品而导致的任何交货延迟。

4.7 供应商应遵守 Interplex 的指示(如有), 在运输集装箱和包装上标记和贴上所有相关的货运/运输明细。如需遵守特殊的操作程序, 供应商应在外部包装上放置适当的警告标识。

4.8 除非双方另有书面约定, Interplex 有权在约定产品交付前随时重新安排交付。

4.9 任何由供应商履行的与约定产品相关的设计、安装、组装或其他服务的义务应遵守第 6 条(服务的履行)的规定。

## 5. 变更

5.1 Interplex 有权在约定产品交付前要求变更采购订单的相关条款(包括但不限于变更技术标准和要求、图纸、规格、数量、包装和交付条件)。如供应商合理地确定该等变更将影响生产成本或时间, 或影响交付进度, 其应在收到 Interplex 的变更通知后三(3)个营业日内向 Interplex 发出书面通知, 否则应视为供应商已无条件接受 Interplex 变更通知所载条款。供应商的书面通知应包括对任何有关成本和生产时间变化的详细分析, 以及对交付计划的预期影响(如适用)。双方可协商书面修订采购订单, 经双方签署后生效, 其中可包括与拟议变更直接导致的供应商成本增加相称的价格增加。

- 5.2 Supplier shall not, without the prior written consent of Interplex, make any changes affecting the Products and/or Services, including but not limited to any process or design changes, changes to manufacturing processes (including geographic location), changes affecting the electrical performance, mechanical form or fit, function, environmental compatibility, chemical characteristics, life, reliability or quality (including Interplex Group's quality control processes) of the Products.
- 5.3 If Supplier intends to discontinue any Product or make any Product obsolete, Supplier shall provide Interplex with written notice of at least twelve (12) months prior to the date of the last Purchase Order, such written notice to include the Interplex product/part number, substitutions, last Purchase Order and shipment dates.
- 6. PERFORMANCE OF SERVICES**
- 6.1 Supplier shall provide all appropriately skilled, qualified, competent and experienced personnel, and all systems, equipment, processes and resources necessary for performance of the Services with reasonable care and skill and in a professional and workmanlike manner, in accordance with the specifications set out in the Purchase Order and the terms of this Agreement. Supplier shall comply with any reasonable written directions given by Interplex and shall cooperate with Interplex Group's Representatives as reasonably requested by Interplex for the performance of the Services.
- 6.2 Supplier shall comply with all applicable laws, regulations, rules, industry standards and guidelines during its performance of the Services. Where required under the applicable laws, regulations, rules, industry standards and guidelines, Supplier shall procure and maintain such licences, permits, approvals or other authorisations as may be necessary for its provision of the Services to Interplex.
- 6.3 If the Services are not performed by the date(s) specified in the Purchase Order or within the time periods prescribed under this Agreement, without prejudice to any other right or remedy available to Interplex under this Agreement or at law: (a) Interplex may require Supplier to perform the Services in accordance with the specifications set out in the Purchase Order; or (b) Interplex may itself perform the Services (or procure a third party to perform the Services), and Supplier shall be fully liable for all costs and expenses incurred by Interplex in doing so.
- 6.4 The provisions of Clause 23.2 shall apply if Supplier engages any subcontractor to perform all or part of the Services.
- 6.5 Only express written confirmation by Interplex shall constitute acceptance of any Services performed by Supplier.
- 7. INSPECTION, TESTING & REJECTION OF PRODUCTS**
- 7.1 Any inspection or testing of, or payment for, the Products, by or on behalf of Interplex, shall not constitute acceptance of such Products. Only express written confirmation by Interplex shall constitute acceptance of the Products delivered by Supplier. Such inspection,
- 5.2 未经 Interplex 事先书面同意, 供应商不得作出任何影响约定产品和/或约定服务的变更, 包括但不限于任何工序或设计的变更、制造工艺的变更 (包括地理位置)、影响约定产品电气性能、机械形态或匹配性、功能、环境兼容性、化学特性、使用寿命、可靠性或质量 (包括 Interplex 集团的质量控制流程) 的变更。
- 5.3 如供应商拟停止生产或淘汰任何约定产品, 其应在最近一份采购订单日期前至少十二 (12) 个月向 Interplex 发出书面通知, 该书面通知应包括 Interplex 产品/零件编号、替代产品、最近一份采购订单及发货日期。
- 6. 约定服务的履行**
- 6.1 供应商应提供所有具备适当技能、合格、适任和有经验的人员, 以及必需的所有系统、设备、流程和资源, 以便能根据采购订单所述规格及本协议条款, 以合理的谨慎和技能、以专业和娴熟的方式提供约定服务。供应商应遵守 Interplex 作出的任何合理书面指示, 并应依 Interplex 合理要求与 Interplex 集团的指定代表合作以履行约定服务。
- 6.2 供应商在履行约定服务期间应遵守所有适用的法律、法规、规定、行业标准和准则。如适用的法律、法规、规定、行业标准和准则有相关要求, 供应商应获取并保持其向 Interplex 提供约定服务所需的相关执照、许可证、批准或其他授权。
- 6.3 如未能在采购订单或本协议规定的期限内履行约定服务, 在不影响 Interplex 根据本协议或法律可享有的任何其他权利或救济途径的情况下: (a) Interplex 可以要求供应商按照采购订单列明的规格履行约定服务; 或 (b) Interplex 可以自行履行约定服务 (或交由第三方履行约定服务), Interplex 因此产生的所有费用和开支由供应商承担。
- 6.4 供应商将全部或部分的约定服务交由分包商履行的, 适用第 23.2 条的规定。
- 6.5 仅有 Interplex 的明确书面确认可构成对供应商提供约定服务的接受。
- 7. 约定产品的检查、测试和拒收**
- 7.1 由 Interplex 或其代表对约定产品进行的任何检查、测试或付款, 均不构成接受该等约定产品。仅有 Interplex 的明确书面确认可构成对供应商交付的约



testing, payment and/or acceptance shall not, however, release Supplier from any of its representations, warranties, undertakings or obligations under this Agreement.

7.2 Interplex may, at any time, inspect the Products and/or the manufacturing process for the Products. If any inspection or testing is carried out at Supplier's premises, Supplier shall provide such assistance and access to Supplier's facilities as may be reasonably necessary for the safety and convenience of Interplex's Representatives who are attending the inspection or testing.

7.3 If Interplex rejects any of the Products and/or Services, Interplex shall notify Supplier of such rejection within a reasonable period after Interplex becomes aware of any defect or non-conforming Products and/or Services, and the provisions of Clause 11 (Non-Conforming Products or Services) shall apply. Within fourteen (14) days after receiving any rejection notice, Supplier shall collect the Products from Interplex's site at its own cost and expense and/or perform the Services in accordance with Interplex's instructions, as the case may be. If Supplier fails to collect the rejected Products within the prescribed time, Interplex may, without prejudice to any other right or remedy available to Interplex under this Agreement or at law: (a) arrange for the rejected Products to be delivered to Supplier at the Supplier's cost and expense; or (b) with Supplier's prior consent, destroy the rejected Products. Supplier shall reimburse Interplex in full for any prepaid amounts for the rejected Products and/or Services, and Interplex shall not have any payment liability in respect of the rejected Products and/or Services.

7.4 If, as a result of sampling during an inspection, any portion of a lot or shipment of like or similar Products are found not to conform with the specifications set out in the Purchase Order or the requirements under this Agreement, Interplex may, at its sole discretion and option: (a) reject and return the entire lot or shipment without further inspection, and the provisions of Clause 11 (Non-Conforming Products or Services) shall apply; or (b) upon completion of inspection of all Product units within that lot or shipment, reject and return the Non-Conforming Product units (or accept them at a reduced price), the costs and expenses of such inspection to be borne in full by Supplier.

## 8. PRICING, INVOICING & PAYMENT

8.1 Unless provided otherwise in the Purchase Order, title in the Products shall pass to Interplex at the time of transfer of risk pursuant to the applicable Incoterm.

8.2 All prices stated in the Purchase Order shall be fixed prices and such prices shall remain fixed until completion of delivery of all Products and/or performance of all Services under the relevant Purchase Order. Licence fees, if any, shall be included within the contract price of the Products and/or Services.

8.3 If the price is not stated in the Purchase Order, the price shall be Supplier's lowest prevailing market price.

定产品的接受。但是，该等检查、测试、付款和/或接受不得解除供应商在本协议下的任何声明、保证、承诺或义务。

7.2 Interplex 可随时检查约定产品和/或约定产品的制造工艺。如在供应商的场所内进行检查或测试，供应商应提供合理必要的协助确保参加检查或测试的 Interplex 指定代表的安全，并为该等代表使用其设施提供便利。

7.3 如果 Interplex 拒收任何约定产品和/或约定服务，其应在知晓约定产品和/或约定服务存在缺陷或不合格后的合理期限内将拒收告知供应商，且适用第 11 条（约定产品或约定服务不合格）的规定。在收到任何拒收通知后十四（14）天内，供应商应自费从 Interplex 的场所取回约定产品和/或按照 Interplex 的指示履行约定服务（视情况而定）。如果供应商未能在规定时间内取回被拒收的约定产品，在不影响 Interplex 根据本协议或法律可享有的任何其他权利或救济途径的情况下，Interplex 可以：（a）安排将拒收的约定产品交付给供应商，费用由供应商承担；或（b）经供应商事先同意，销毁拒收的约定产品。供应商应全额偿还 Interplex 为被拒收的约定产品和/或约定服务预付的任何款项，且 Interplex 对被拒收的约定产品和/或约定服务不承担任何付款责任。

7.4 如检查过程中抽样发现一批或一票相似或类似约定产品的任何部分不符合采购订单中注明的规格或本协议的要求，Interplex 可以自行决定和选择：（a）拒收并退回整批或整票货物，而不再作进一步检查，并适用第 11 条（约定产品或约定服务不合格）的规定；或（b）在完成对该批或该票货物所有约定产品的检查后，拒收并退回不合格的约定产品（或降价接受），此类检查的全部成本和费用由供应商承担。

## 8. 定价、开票和付款

8.1 除非采购订单另有规定，约定产品所有权应在根据适用的国际贸易术语转移风险之时转移给 Interplex。

8.2 采购订单标明的所有价格均为固定价格，该等价格应保持固定，直至完成相关采购订单下所有约定产品的交付和/或所有约定服务的履行。许可费用（如有）应包括在约定产品和/或约定服务的合同价格之中。

8.3 如采购订单未标明价格，则价格应为供应商的最低

Supplier represents and warrants that such prices shall not be any less favourable than those charged by Supplier to other similarly situated customers for similar quantities of Products or Services of like kind and quality.

- 8.4 Unless otherwise indicated, all prices stated in any Purchase Order are gross amounts but exclusive of any value added tax, sales and use tax, goods and services tax, consumption tax, taxes levied upon importation (such as import duty or excise tax) and/or any other similar taxes (collectively, the **"Relevant Taxes"**). If the transactions as described in this Agreement are subject to any Relevant Taxes, Supplier may charge the Relevant Taxes, which shall be paid by Interplex in addition to the prices stated (except where any such Relevant Taxes are borne by Supplier directly and shall not be charged to Interplex). Supplier shall be responsible for paying any Relevant Taxes to the competent tax or other authorities. Any penalties, fees, interest or other charges imposed by the competent tax or other authorities arising from or in connection with non-payment of the Relevant Taxes collected by Supplier from Interplex shall be borne by Supplier. Neither Party is responsible or liable for taxes determined (in whole or in part) on the net income, gross receipts or capital, net worth or any similar taxes or assessments of the other Party (including its Representatives).
- 8.5 Supplier shall issue the invoice(s) only after completing delivery of the Products and/or performance of the Services in accordance with this Agreement (**"Completion Date"**), provided that any invoice must be issued no later than six (6) months after the relevant Completion Date. Interplex shall have no liability to pay any invoice that is submitted later than such period.
- 8.6 All original invoices must meet the applicable legal and fiscal requirements and shall include the following details:  
(a) Purchase Order number, line item number, part number, billing address, description of items, quantities, unit price and extended totals; (b) the amount of Relevant Taxes which Supplier is required by the applicable law to add to the stated price and collect from Interplex or which is otherwise legally due from Interplex; and (c) provisions that will allow Interplex to take advantage of any applicable "input" tax credits. Supplier shall also inform Interplex if it is eligible to apply for any tax or other exemption and, if applicable, the scope of such tax or other exemption under the applicable law in such case. All costs and expenses invoiced to Interplex for reimbursement as agreed under the terms of each Purchase Order shall be net of any applicable Relevant Taxes.
- 8.7 Payment for Products and/or Services shall be made in accordance with the payment terms stated in the Purchase Order. If any cash discount is available for early payment, such cash discount shall be applied with effect from the invoice date and Interplex shall only be required to pay the discounted price for the Products and/or Services under the relevant Purchase Order. Interplex shall be entitled to delay or reject payment on any invoice for non-compliance with the provisions of this Clause 8 or any other requirements set out in the Purchase Order, and such delay or rejection of payment

现行市场价格。供应商声明并保证，该价格不高于其向情况类似的其他客户就类似数量的相似种类和质量的约定产品和/或约定服务所收取的价格。

- 8.4 除非另有说明，任何采购订单中标明的所有价格均为总价，但不包括任何增值税、销售和使用税、商品和服务税、消费税、与进口相关的税赋（如进口税或特种消费行为税）和/或任何其他类似税项（统称为“相关税项”）。如本协议所涉交易需缴纳任何相关税项，供应商可收取相关税项，并由 Interplex 在标明的价格以外支付（除非任何此类相关税项由供应商直接承担而不应向 Interplex 收取）。供应商应负责向主管税务机关或其他部门支付任何相关税项。因供应商未缴付其从 Interplex 收取的相关税项所致或与之相关的任何由主管税务机关或其他部门收取的罚款、费用、利息或其他费用，均应由供应商承担。任何一方均不对根据另一方（包括其指定代表）的净收入、总收入或资本、净资产或任何类似的税项评估方法确定的税项（全部或部分）承担责任。
- 8.5 供应商应在根据本协议完成约定产品的交付和/或约定服务的履行后（“完成日期”）方可开具发票，但任何发票必须在相关完成日期后六（6）个月内开具。Interplex 无义务支付在前述期限之后提交的发票。
- 8.6 所有正本发票必须符合适用的法律和财务要求，并应包括如下信息：（a）采购订单号、行项目号、零件号、账单地址、项目描述、数量、单价和总额；（b）根据适用法律的要求，供应商应在标明的价格之上增加并向 Interplex 收取的相关税项，或 Interplex 依法应支付的相关税项；以及（c）允许 Interplex 利用任何适用的“进项税”抵扣的相关规定。供应商还应当告知 Interplex 其是否有资格申请任何税收或其他豁免，以及（如果适用）在这种情况下根据适用的法律该税收或其他豁免的范围。根据每份采购订单条款的约定向 Interplex 开具报销发票的所有成本和费用应扣除任何适用的相关税款。
- 8.7 应按采购订单规定的付款条件为约定产品和/或约定服务付款。如提前付款可获得现金折扣，该现金折扣应自发票日期起生效，且 Interplex 应仅需就相关采购订单下的约定产品和/或约定服务支付折扣价。如任何发票不符合第 8 条或采购订单的任何其他规定，Interplex 有权延迟或拒绝付款，且此等延迟或拒绝付款不应构成对本协议任何条款的违反或放弃。



shall not constitute any breach or waiver of any provisions of this Agreement.

8.8 If Supplier fails to fulfil any of its obligations under this Agreement, Interplex shall be entitled to suspend payment on the invoice corresponding to the Purchase Order upon notice to Supplier, and such suspension of payment shall not constitute any breach or waiver of any provisions of this Agreement.

8.9 In the event that Interplex is prohibited by law from making payments to Supplier unless Interplex deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then Interplex shall duly withhold such taxes and pay to Supplier the remaining net amount after the taxes have been withheld and provide to Supplier a valid tax receipt in Supplier's name. Interplex shall not be liable to pay or reimburse Supplier for the amount of such taxes withheld. If any Products are delivered or any Services are provided or the benefit of such Services occurs within jurisdictions in which Supplier's collection and remittance of taxes are required by law, Supplier shall have sole responsibility for the payment of such taxes to the competent tax or other authorities. In the event Supplier is subsequently audited by any tax or other authority, Interplex shall not be liable for the tax assessed.

Interplex Group shall at all times have the right to set off any amounts that any Interplex Group entity owes to any Supplier Group entity under this Agreement with any amounts that any Supplier Group entity owes to Interplex Group under this Agreement or any other agreement between any Interplex Group entity and Supplier Group entity. Supplier unconditionally accepts all payments by way of setting off amounts between the relevant Interplex Group entities and Supplier Group entities.

8.10 Supplier acknowledges and agrees that any amount to be paid by Interplex to Supplier may be paid on Interplex's behalf by Interplex's Affiliate or a third party designated by Interplex. Supplier shall treat such payment as if it were made by Interplex itself and Interplex's obligation to pay to Supplier shall automatically be satisfied and discharged in the amount paid by such Affiliate or third party.

## 9. SUPPLIER WARRANTIES

9.1 Supplier represents, warrants and undertakes to Interplex that:

- (a) all Products are suitable for the intended purpose and shall be new, merchantable, of good quality and free from all defects (whether apparent or latent in nature) in design, materials, construction and workmanship;
- (b) all Products strictly comply with the specifications, approved samples and all other requirements under the Purchase Order and this Agreement;
- (c) all necessary licences in relation to the Products are and shall remain valid and in force, and that the scope of such licences shall adequately cover the intended use of the Products and include the right to transfer and grant sublicences;
- (d) all Products shall be free from any and all liens and encumbrances;

8.8 如供应商未能履行其在本协议项下的任何义务，Interplex 有权在通知供应商后暂停支付与采购订单相对应的发票，并且该暂停支付不构成对本协议任何条款的违反或放弃。

8.9 如根据法律规定，Interplex 必须先扣除或代扣税款并向当地税务机关缴纳后方可向供应商付款，则 Interplex 应妥当代扣该等税款后向供应商支付代扣税款后的剩余净额，并向供应商提供以供应商名义缴纳税款的有效税单。Interplex 无义务向供应商支付或偿还该等代扣税款。如根据约定产品交付地、约定服务提供地或者该等约定服务的受益地所属的法律管辖区适用的法律要求，供应商需收取并缴纳税款，供应商应自行负责向主管税务或其他机关缴纳该等税款。如供应商随后被任何税务或其他机关审计，Interplex 不对被评估的税项承担责任。

Interplex 集团在任何时候均有权将本协议下 Interplex 集团旗下实体欠付供应商集团旗下实体的款项与供应商集团旗下实体根据本协议或与 Interplex 集团旗下实体签订的其他协议应付给 Interplex 集团的款项相抵消。供应商无条件接受相关 Interplex 集团旗下实体与供应商集团旗下实体相互抵消后支付的所有款项。

8.10 供应商承认并同意，任何应由 Interplex 向供应商支付的款项可能由 Interplex 的关联公司或 Interplex 指定的第三方代其支付。供应商应将该等款项视为被 Interplex 支付，且在该等关联公司或第三方支付相应款项时，Interplex 向供应商付款的义务则自动被当成履行完毕并得以解除。

## 9. 供应商的保证

9.1 供应商应向 Interplex 声明、保证和承诺如下：

- (a) 所有约定产品均可用于预期目的，均为新的、可销售的、质量优良的，并且在设计、材料、结构和工艺上没有任何缺陷（包括明显和潜在缺陷）；
- (b) 所有约定产品均严格遵守约定规格、被批准的样品、采购订单以及本协议项下的所有其他要求；
- (c) 持有与约定产品有关的所有必要的许可且确保该等许可持续有效，并确保该等许可的范围应充分涵盖约定产品的预期用途，亦包括转让和授予分许可的权利；

- (e) all Products have been designed, manufactured, adequately inspected and tested, and delivered, and all Services have been performed, in compliance with all applicable laws, regulations, rules, industry standards and guidelines (including the European Union Directive 2001/95/EC on General Product Safety);
- (f) all Products are provided with and accompanied by:
  - (i) all information and instructions necessary for proper and safe use; and (ii) written and detailed specifications of the composition and characteristics of the Products, to enable Interplex to transport, store, process, use and dispose of such Products safely and in compliance with all applicable laws, regulations, rules, industry standards and guidelines; and
- (g) all Products (including its packaging and components) supplied to Interplex comply with all written packaging instructions issued by Interplex, including any safety requirements pertaining to the transportation of the Products.

9.2 The warranties applicable to Supplier set out in this Clause 9, Clause 8.3, Clause 10, Clause 12.3, Clause 14.1, Clause 15.2, Clause 16.1, Clause 16.2, Clause 22.1 and any other provisions of this Agreement (collectively, the **"Supplier Warranties"**) are not exhaustive and shall not be deemed to exclude (a) any warranties available under the applicable law and regulations, (b) Supplier's standard product warranty, or (c) other warranties or rights that Interplex may be entitled to. If there is any conflict between (i) any one of the Supplier Warranties and (ii) any warranty under subclauses (a), (b) and (c) of Clause 9.2, then the provision that is most favourable to Interplex shall prevail to the maximum extent permitted under the applicable law. The Supplier Warranties shall survive any delivery, inspection, acceptance, payment and/or resale of the Products, and shall extend to Interplex Group and its customers. The inspection, acceptance and/or payment in respect of all or any part of the Products and/or Services shall not be deemed as a waiver of Interplex's right to: (1) cancel the Purchase Order in whole or in part; (2) return or reject all or any part of the Products and/or Services for non-conformance with the specifications, apparent or latent defects, or breach of any other Supplier Warranties; or (3) make any claim for Losses incurred by Interplex.

9.3 Without prejudice to any other right or remedy available to Interplex under this Agreement or at law, the Supplier Warranties shall subsist for a period of thirty-six (36) months from the date of delivery of the Products, or such other period as may be agreed in the Purchase Order or otherwise in writing between the Parties (the **"Warranty Period"**). The Warranty Period in respect of any Products repaired or replaced during the Warranty Period shall restart from the completion date of such repair or replacement.

9.4 Without prejudice to the Supplier Warranties and any other right or remedy available to Interplex under this

- (d) 所有约定产品均无任何留置权和产权负担；
- (e) 所有约定产品的设计、制造、充分的检查和测试、交付，以及所有约定服务的履行，均符合所有适用的法律、法规、规定、行业标准和准则（包括欧盟委员会关于一般产品安全的第 2001/95/EC 号指令）；
- (f) 所有约定产品提供并附有：(i) 正确和安全使用所需的所有信息和说明；以及 (ii) 关于约定产品成分和特性的书面详细规格，以使 Interplex 能够安全地运输、储存、加工、使用和处置约定产品，并符合所有适用的法律、法规、规定、行业标准和准则；和
- (g) 提供给 Interplex 的所有约定产品（包括其包装和组件）都符合 Interplex 发布的所有书面包装说明，包括与约定产品运输有关的所有安全要求。

9.2 第 9 条、第 8.3 条、第 10 条、第 12.3 条、第 14.1 条、第 15.2 条、第 16.1 条、第 16.2 条、第 22.1 条以及本协议任何其他条款规定的适用于供应商的保证（统称为“供应商的保证”）并未穷尽，且不应视为排除：(a) 适用的法律和法规规定的任何保证；(b) 供应商的标准产品保证，或 (c) Interplex 可能享有的其他保证或权利。如 (i) 任何一项供应商的保证与 (ii) 第 9.2 条第 (a)、(b) 及 (c) 项的保证存在任何冲突，则在适用法律允许的最大范围内，应以对 Interplex 最有利的条款为准。供应商的保证应在约定产品的任何交付、检查、验收、付款和/或转售后继续有效，并应延展适用至 Interplex 集团及其客户。对全部或任何部分约定产品和/或约定服务的检查、接受和/或付款不应视为 Interplex 放弃如下权利：(1) 取消全部或部分采购订单；(2) 因约定产品和/或约定服务不符合规格、存在明显或潜在缺陷、或违反供应商的其他保证，退回或拒收全部或任何部分的约定产品和/或约定服务；或 (3) 就 Interplex 遭受的损失提出任何索赔。

9.3 在不影响 Interplex 根据本协议或法律可享有的任何其他权利或救济途径的情况下，供应商的保证应在约定产品交付之日起三十六 (36) 个月内有效，或在采购订单或双方书面约定的其他期限内有效（“质保期”）。对于在质保期内维修或更换过的任何约定产品，其质保期应从维修或更换完成之日重新起算。

9.4 在不影响供应商的保证以及 Interplex 根据本协议或法律可享有的任何其他权利或救济途径的情况下，

Agreement or at law, in the event of any Epidemic Failure, Interplex may, in its sole discretion, require Supplier to do any one or more of the following (and in any combination) within ten (10) business days of receiving notice of the Epidemic Failure from Interplex:

- (a) refund or credit the amounts paid by Interplex for the affected Products;
- (b) repair or replace the affected Products at Supplier's cost and expense in a timely manner; and/or
- (c) reimburse Interplex for all Losses arising from or in connection with the Epidemic Failure, including but not limited to costs associated with repair or replacement of the affected Products, problem diagnosis, delay damages imposed by customers of Interplex Group, field costs, inventory costs for Products shipped within the previous sixty (60) months.

This Clause 9.4 shall survive the expiry or termination of this Agreement and any relevant Purchase Order(s) and shall remain in effect until the expiry of the Warranty Period.

## 10. OPEN SOURCE SOFTWARE WARRANTY

10.1 Unless expressly approved in writing by Interplex, Supplier represents and warrants that none of the Products and Services include any Open Source Software, whether in whole or in part.

10.2 For the purposes of this Clause 10:

“Software” means any software, computer or program code, or other materials, including that which contains, is derived from, or statically or dynamically links to the foregoing software, computer or program code, or other materials; and

“Open Source Software” means any Software: (a) that is licensed or distributed as “free software” (as defined by the Free Software Foundation) or “open source software” (subject to a licence approved by the Open Source Initiative at [www.opensource.org](http://www.opensource.org)), or that is under a similar licensing or distribution model, including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD License, Apache License, MIT License, Artistic License (Perl), Eclipse Public License, and Microsoft Reciprocal License; or (b) that requires as a condition of its use, modification and/or distribution, that the Software be (i) disclosed, made available or distributed in source code form, (ii) licensed for the purpose of making derivative works, (iii) licensed under terms that allow reverse engineering, reverse assembly or disassembly of any kind; and/or (iv) redistributable free from enforceable intellectual property rights.

## 11. NON-CONFORMING PRODUCTS OR SERVICES

11.1 Interplex reserves the right to reject Products and/or Services which do not conform to the specifications set out in the Purchase Order or the requirements under this Agreement. If any Products or Services are deemed by

如出现重大瑕疵, Interplex 可自行决定要求供应商在收到其发出的重大瑕疵通知后十 (10) 个工作日内完成下列任何一项或多项 (以及任意组合):

- (a) 就 Interplex 为受影响的约定产品支付的款项作退款或贷记处理;
- (b) 及时修理或更换受影响的约定产品, 费用由供应商承担; 和/或
- (c) 赔偿 Interplex 因重大瑕疵引起的或与之相关的所有损失, 包括但不限于与维修或更换受影响的约定产品有关的费用、问题诊断、给 Interplex 集团客户造成的延迟损失、现场费用、前六十 (60) 个月内发货的约定产品的库存费用。

第 9.4 条在本协议和任何相关采购订单到期或终止后仍然有效, 并持续有效至质保期届满。

## 10. 开源软件保证

10.1 除非 Interplex 书面明确同意, 供应商应声明和保证, 任何约定产品和约定服务 (不论整体或部分) 均不含有任何开源软件。

10.2 就第 10 条的目的而言:

“软件”指任何软件、计算机或程序代码、或其他材料, 包括含有、源自或静态或动态链接到前述软件、计算机或程序代码或其他材料的任何软件、计算机或程序代码, 或其他材料; 以及

“开源软件”指符合如下情形的任何软件: (a) 以“自由软件”(由 Free Software Foundation 定义)或“开源软件”(以开 Open Source Initiative 批准并在 [www.opensource.org](http://www.opensource.org) 上发布许可证为准)许可或分发, 或采用类似许可或分发模式, 包括但不限于 GNU 通用公共许可证 (GPL)、GNU 宽通用公共许可证 (LGPL)、Mozilla 公共许可证 (MPL)、BSD 许可证、Apache 许可证、MIT 许可证、Artistic 许可证 (Perl)、Eclipse 公共许可证和微软互惠许可证; 或 (b) 作为其使用、修改和/或分发的条件, 要求该软件 (i) 以源代码形式进行披露、提供或分发, (ii) 被许可用于制作衍生品; (iii) 在允许任何形式的反向工程、反向组装或反汇编的条件下授予许可; 和/或 (iv) 可不受可执行的知识产权的约束而重新分发。

## 11. 约定产品或约定服务不合格

11.1 Interplex 保留权利拒收不符合采购订单列明的规格或本协议要求的约定产品和/或约定服务。如任何约

Interplex to be defective or otherwise do not comply with the requirements under this Agreement (**"Non-Conforming Products"**), at Interplex's sole discretion and without prejudice to any other right or remedy available to Interplex under this Agreement or at law, Interplex may require Supplier to do any one or more of the following (and in any combination):

- (a) repair or replace the Non-Conforming Products with Products and/or Services which meet the relevant specifications and requirements at Supplier's cost and expense within fourteen (14) days after receiving notice from Interplex;
- (b) refund to Interplex in full the amounts paid to Supplier for the Non-Conforming Products within fourteen (14) days after receiving notice from Interplex; and/or
- (c) pay damages to Interplex for any Losses arising from or in connection with Supplier's default (including the costs incurred by Interplex to cure such default).

11.2 Unless otherwise agreed in writing between the Parties, Supplier shall bear all fees, costs and expenses arising from the testing of any Products or Services and the repair, replacement, transportation and/or removal of the Non-Conforming Products (including, where applicable, the fees, costs and expenses arising from acceptance testing, verification testing, validation testing and/or defect assessment). Supplier shall reimburse Interplex for any such fees, costs and expenses reasonably incurred by Interplex in connection thereto within fourteen (14) days after receiving notice of such fees, costs and expenses.

11.3 Risk of loss in respect of the Non-Conforming Products shall pass to Supplier with effect from the date of notification by Interplex in accordance with Clause 11.1.

## 12. OWNERSHIP & INTELLECTUAL PROPERTY

12.1 All machinery, tools, samples, data, drawings, specifications, raw materials and any other property or materials furnished to Supplier by or on behalf of Interplex Group, or paid for by Interplex Group, for use in the performance of this Agreement (collectively, **"Interplex Property"**), shall be and remain the exclusive property of Interplex Group (and/or customer(s) of Interplex Group, as the case may be) and shall not be furnished to any third party without Interplex's prior written consent, and all information with respect thereto shall be deemed as Confidential Information subject to Clause 21 (Confidentiality). All Interplex Property shall be marked as owned by Interplex Group and held at Supplier's risk, and Supplier undertakes to keep the Interplex Property in good condition and, if necessary, replaced at Supplier's cost and expense. Interplex reserves the right to conduct periodic inventory checks of the Interplex Property held at Supplier's premises. Supplier shall return the Interplex Property to Interplex promptly (and in any event no later than two (2) days) upon Interplex's reasonable request. Except as otherwise expressly agreed in writing, Supplier agrees to furnish at its own cost and expense all machinery, tools, and raw materials necessary to perform its obligations under this Agreement.

定产品或约定服务被 Interplex 认为有缺陷或不符合本协议的要求（“不合格约定产品”），Interplex 可自行决定并不影响其根据本协议或法律可享有的任何其他权利或救济途径的情况下，要求供应商采取以下任何一项或多项措施（以及任意组合）：

- (a) 在收到 Interplex 的通知后十四 (14) 天内，修理或以符合相关规格和要求的约定产品和/或约定服务更换不合格约定产品，成本和费用由供应商自行承担；
- (b) 在收到 Interplex 的通知后十四 (14) 天内，向 Interplex 全额退还其就不合格约定产品已向供应商支付的款项；和/或
- (c) 向 Interplex 赔偿其因供应商的违约行为引起或与之相关的任何损失（包括 Interplex 为纠正此等违约行为而产生的费用）。

11.2 除非双方另有书面约定，供应商应承担因测试任何约定产品或约定服务以及修理、更换、运输和/或移除不合格约定产品而产生的所有费用、成本和支出（如适用，包括验收测试、核查测试、验证测试和/或缺陷评估产生的费用、成本和支出）。就 Interplex 就此合理产生的费用、成本和开支，供应商应在收到该等费用、成本和开支的通知后十四 (14) 天内偿付给 Interplex。

11.3 有关不合格约定产品的灭失风险应自 Interplex 根据第 11.1 条发出通知之日起转移给供应商。

## 12. 所有权和知识产权

12.1 所有机器、工具、样品、数据、图纸、规格、原材料以及由 Interplex 集团或代表 Interplex 集团提供给供应商，或由 Interplex 集团付款的，用于履行本协议的任何其他财产或材料（统称为“Interplex 的财产”），应属于且持续为 Interplex 集团（和/或 Interplex 集团的客户，视情况而定）的专属财产，未经 Interplex 事先书面同意，不得提供给任何第三方；且与此相关的所有信息应视为受第 21 条（保密条款）约束的保密信息。所有 Interplex 的财产应标明为 Interplex 集团所有，由供应商自担风险持有；供应商承诺使 Interplex 的财产处于良好状态，并在必要时由供应商自担费用进行更换。Interplex 保留对存放在供应商处的财产进行定期库存检查的权利。在 Interplex 的合理要求下，供应商应及时（在任何情况下不晚于两 (2) 天）向 Interplex 返还 Interplex 的财产。除非另有明确的书面约定，供应商同意自费提供其履行本协议项下义务所需的所有

- 12.2 Supplier shall not acquire any right, title or interest in or to any Interplex Property, trademarks, trade names or any other intellectual property of Interplex Group by reason of the Parties' entry into this Agreement, Supplier's supply of Products and/or Services, Supplier's provision of packaging containing Interplex Group's trademarks or trade names, or otherwise. Supplier shall not use any trademark, trade name or other indication of Interplex Group in relation to the Products and/or Services without Interplex Group's prior written approval, and the use of any trademark, trade name or other indication as authorised by Interplex Group shall be strictly in accordance with the instructions of and for the purposes specified by Interplex Group.
- 12.3 Supplier represents, warrants and undertakes to Interplex that:
- (a) the Products and/or Services (including the use thereof by Interplex Group), whether alone or in any combination, do not and shall not infringe or violate any patent, copyright (including moral rights), trademarks, trade names, trade secrets or other intellectual property rights of any other party (including Supplier's Representatives); and
  - (b) Supplier holds all necessary rights, title and interest (including all industrial and intellectual property rights) enabling it to (i) sell the Products and/or perform the Services and (ii) grant, license or transfer (as applicable) to Interplex all rights, title and interest in every component of the Products and/or Services (as a whole or as an integrated part of another Product or Service, including but not limited to machinery, tools, drawings, designs, specifications, samples, moulds and software) necessary for Interplex to purchase and use the Products and/or Services.
- 12.4 All rights, title and interest in and to deliverables (including future deliverables) and other data, reports, works, inventions, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, drafts, prototypes, products and other work products or intermediate versions thereof conceived, created, produced or acquired by Supplier Group and/or its Representatives for Interplex under this Agreement (the "Deliverables") shall be owned exclusively by Interplex Group (and/or customer(s) of Interplex Group, as the case may be). Supplier shall perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as Interplex may reasonably require, to establish Interplex Group (and/or customer(s) of Interplex Group, as the case may be) as the exclusive owner and holder of the rights, title and interest in the Deliverables.
- 13. SUPPLIER INDEMNITY**
- 13.1 **Intellectual Property Indemnity:** Supplier shall indemnify and hold harmless Interplex Group (including its Representatives) and any party selling or using any of
- 机器、工具和原材料。
- 12.2 供应商不得因双方签订了本协议、其提供了约定产品和/或约定服务、提供了含有 Interplex 集团商标或商号的包装或其他原因而获得对任何 Interplex 的财产、商标、商号或 Interplex 集团的任何其他知识产权相关的任何权利、所有权或利益。未经 Interplex 集团事先书面同意，供应商不得使用与约定产品和/或约定服务相关的 Interplex 集团的任何商标、商号或其他标志；经 Interplex 集团授权使用任何商标、商号或其他标志的，应严格按照 Interplex 集团的指示且用于其指定的目的。
- 12.3 供应商向 Interplex 声明、保证和承诺如下：
- (a) 约定产品和/或约定服务（包括 Interplex 集团对约定产品/约定服务的使用），无论单独或以任何组合方式，均没有亦不应侵犯或违反任何其他方（包括供应商的指定代表）的任何专利、版权（包括精神权利）、商标、商号、商业秘密或其他知识产权；及
  - (b) 供应商拥有所有必要的权利、所有权和利益（包括所有工业和知识产权），使其能够 (i) 销售约定产品和/或履行约定服务，以及 (ii) 向 Interplex 授予、许可或转让（如适用）Interplex 购买和使用约定产品和/或约定服务所需的与约定产品和/或约定服务的每个组成部分（作为一个整体或作为另一个约定产品或约定服务的一部分，包括但不限于机器、工具、图纸、设计、规格、样品、模具和软件）相关的所有权利、所有权和利益。
- 12.4 供应商集团和/或其指定代表根据本协议为 Interplex 设想、创造、生产或获得的交付物（包括未来的交付物）和其他数据、报告、作品、发明、专有技术、软件、改良、设计、装置、仪器、实践、工艺、方法、草案、原型、产品和其他工作成果或其中间版本（统称为“交付物”）的所有权利、所有权和利益均应由 Interplex 集团（和/或 Interplex 集团的客户，视情况而定）独占。供应商应履行（或促使履行）所有需进一步采取的行动和事项，并签署和交付（或促使签署和交付）法律可能要求的或 Interplex 可能合理要求进一步提供的文件，以确定 Interplex 集团（和/或 Interplex 集团的客户，视情况而定）为交付物的权利、所有权和利益的排他所有者和持有人。
- 13. 供应商保障**
- 13.1 **知识产权保障：**供应商应保护 Interplex 集团（包括

Interplex Group's products (collectively, the "**Indemnified Parties**") from and against all Losses directly or indirectly resulting from or in connection with any third party claim that any of the Products or Services alone or in any combination, or the use of any Products and/or Services, infringes any patent, copyright, trademark, trade name, licence, proprietary rights, industrial rights, moral rights or intellectual property rights ("**Third-Party IP Claim**"). If so directed by Interplex, Supplier shall defend the Third-Party IP Claim at Supplier's own cost and expense.

13.2 Interplex shall give Supplier prompt written notice of any Third-Party IP Claim that it becomes aware of, provided that any delay by Interplex in giving such notice shall not release Supplier from its obligations under this Clause 13, except to the extent Supplier is materially prejudiced by such delay. Supplier shall provide all assistance to the Indemnified Parties as may be reasonably required in respect of any such Third-Party IP Claim.

13.3 In the event that Supplier or any Indemnified Party receives notice of any Third-Party IP Claim, or if any Indemnified Party reasonably believes that a Third-Party IP Claim is likely, or if the use of any Products and/or Services is enjoined, Supplier shall, as directed by Interplex, but at Supplier's own cost and expense:

- (a) procure for Interplex Group (and customers of Interplex Group, if applicable), the right to continue using the affected Products or Services alone or in any combination; or
- (b) replace or modify the affected Products and/or Services alone or in any combination with a non-infringing equivalent, provided that such replacement or modification can be made without significant loss of functionality.

13.4 If Supplier fails to comply with the requirements under Clause 13.3 within fourteen (14) days after being notified in writing by Interplex, Interplex may terminate this Agreement with immediate effect by giving written notice to Supplier, and upon such termination, Supplier shall reimburse to Interplex any prepaid amounts for the affected Products and/or Services, without prejudice to Supplier's indemnification obligations under Clause 13.1.

13.5 **General Indemnity:** Supplier shall indemnify and hold harmless the Indemnified Parties from and against all Losses, whether arising before or after completion of delivery of the Products or performance of the Services under this Agreement, directly or indirectly resulting from or in connection with any acts or omissions, negligence, fault or breach of any provision of this Agreement by Supplier Group and/or its Representatives.

13.6 Without prejudice to the generality of Clause 13.5, Supplier shall indemnify and hold harmless the Indemnified Parties from and against all Losses whether arising before or after completion of delivery of the Products or performance of the Services under this **Agreement**, directly or indirectly resulting from or in

其指定代表) 以及销售或使用任何 Interplex 集团产品的任何一方 (统称为 "受保护方"), 使其免受因第三针对任何约定产品或约定服务 (单独或以组合的形式)、或就任何约定产品和/或约定服务的使用侵犯任何专利、版权、商标、商号、许可、专有权、工业权利、精神权利或知识产权提起的索赔 (下称 "第三方知识产权索赔") 而直接或间接遭受的所有损失。依 Interplex 指示, 供应商应自行承担费用就第三方知识产权索赔进行辩护。

13.2 Interplex 应及时书面告知供应商其获悉的任何第三方知识产权索赔, 但 Interplex 迟延发出通知不应解除供应商在第 13 条下的义务, 除非供应商的权利因该等延迟受到实质性的影响。应合理请求, 供应商应就任何此类第三方知识产权索赔向受保护方全力提供协助。

13.3 如果供应商或任何受保护方收到任何第三方知识产权索赔的通知, 或任何受保护方有理由相信可能出现第三方知识产权索赔, 或任何约定产品和/或约定服务的使用被禁止, 供应商应按照 Interplex 的指示并自行承担成本和费用采取如下措施:

- (a) 为 Interplex 集团 (以及 Interplex 集团的客户, 如适用) 争取继续以单独或以任意组合的方式使用受影响的约定产品或约定服务的权利; 或
- (b) 以单独或任意组合的方式用非侵权替代品替换或修改受影响的约定产品和/或约定服务, 前提是此等替换或修改不会造成约定产品和/或约定服务严重丧失功能。

13.4 如果供应商未能在 Interplex 发出书面通知后十四 (14) 天内遵照第 13.3 条的要求采取措施, Interplex 可在向供应商发出书面通知后立即终止本协议; 协议终止后, 供应商应向 Interplex 偿还其为受影响的约定产品和/或约定服务支付的任何预付款项, 且不影响供应商在第 13.1 条下的保障义务。

13.5 一般保障: 供应商应提供保障并使受保护方免受因供应商集团和/或其指定代表的任何作为或不作为、疏忽、过失或违反本协议的任何规定而直接或间接导致或与之相关的所有损失, 无论是在完成本协议下约定产品的交付或约定服务的履行之前或之后产生。

13.6 在不影响第 13.5 条一般性的情况下, 供应商应提供保障并使受保护方免受因供应商集团和/或其指定代表违反第 9 条 (供应商的保证)、第 10 条 (开源软件保证)、第 14 条 (道德与合规条款)、第 15



connection with the breach of any provision of Clause 9 (Supplier Warranties), Clause 10 (Open Source Software Warranty), Clause 14 (Ethics & Compliance), Clause 15 (Personal Data Protection), Clause 16 (Sanctions and Export Controls Compliance), Clause 17 (Customs Compliance) and Clause 21 (Confidentiality) by Supplier Group and/or its Representatives.

#### 14. ETHICS & COMPLIANCE

14.1 Supplier represents, warrants and undertakes, on behalf of itself and any subcontractor(s) approved by Interplex in accordance with Clause 23.2, that it shall comply with the following:

- (a) Interplex Group's Supplier Code of Conduct (available at <https://interplex.com/supplier-code-of-conduct/>, as updated or amended from time to time) and any supplier quality management manual issued by Interplex to Supplier, and all applicable industry codes (such as the latest version of the Responsible Business Alliance (RBA)'s Code of Conduct);
- (b) all applicable laws, regulations and rules, industry standards and guidelines, including but not limited to those relating to fair labour, equal opportunity, environmental compliance and anti-corruption (including the United States of America *Foreign Corrupt Practices Act*, the United Kingdom *Bribery Act* and the Singapore *Prevention of Corruption Act*);
- (c) all applicable laws, regulations, rules, industry standards and guidelines relating to the Restriction of Hazardous Substances ("RoHS"), including but not limited to the European Union *Directive 2011/65/EU* and *Directive (EU) 2015/863*, the People's Republic of China *Measures for the Administration of the Restricted Use of the Hazardous Substances Contained in Electrical and Electronic Products* effective on 01 July 2016, as well as any local laws, regulations and rules relating to RoHS;
- (d) the Products do not and shall not contain any conflict minerals (as defined under the applicable laws and regulations, including tin, tantalum, tungsten and gold, and subject to the standards, policies, rules, guidelines and procedures issued by the *Organisation for Economic Co-operation and Development Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas*) and that all information and undertakings provided by Supplier in the CMRT Declaration under Clause 14.2 are true, accurate and complete in all respects; and
- (e) the Products do not and shall not contain any Substances of Very High Concern (SVHC) from the Candidate List defined under the European Union Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).

14.2 Upon request by Interplex, Supplier shall: (a) submit a Conflict Minerals Reporting Template (CMRT) declaration using the latest standard template available at <http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/> (as updated or amended from time to

time) (个人数据保护)、第 16 条 (制裁和出口管制合规)、第 17 条 (遵守海关规定) 和第 21 条 (保密条款) 的任何规定而直接或间接导致或与之相关的所有损失, 无论是在完成本协议下约定产品的交付或约定服务的履行之前或之后产生。

#### 14. 道德与合规条款

14.1 供应商代表其自身以及 Interplex 根据第 23.2 条批准的任何分包商声明、保证和承诺将遵守如下规定:

- (a) Interplex 集团的《供应商行为准则》(可在 <https://interplex.com/supplier-code-of-conduct/> 上查阅, 并会不时更新或修订) 和 Interplex 向供应商发放的任何供应商质量管理手册, 以及所有适用的行业准则 (如责任商业联盟 (RBA) 最新版本的《行为准则》);
- (b) 所有适用的法律、法规 and 规定、行业标准和准则, 包括但不限于与公平劳动、平等机会、环境合规和反腐败有关的法律、法规 and 规定、行业标准和准则 (包括美国《反海外腐败法》、英国《反贿赂法》和新加坡《防止腐败法》);
- (c) 所有与有害物质限制有关的适用法律、法规、规定、行业标准和准则 ("RoHS"), 包括但不限于欧盟指令 2011/65/EU 号和 (EU) 2015/863 号指令、2016 年 7 月 1 日生效的《中华人民共和国电器电子产品有害物质限制使用管理办法》, 以及任何与 RoHS 有关的当地法律、法规 and 规定;
- (d) 产品不含且不应含有任何冲突矿物 (根据适用法律和法规的定义, 包括锡、钽、钨和金, 且符合经济合作与发展组织发布的《受冲突影响和高风险地区矿物的负责任供应链尽职调查指南》的标准、政策、规则、准则和程序的要求); 供应商在第 14.2 条规定的 CMRT 声明中提供的所有信息和承诺均真实、准确和完整的; 以及
- (e) 约定产品不含且不应含有欧盟法规 (EC) 第 1907/2006 号关于化学品注册、评估、授权和限制 (REACH) 定义的候选清单中的任何高度关注物质 (SVHC)。

14.2 供应商应根据 Interplex 的要求: (a) 使用 <http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/> 发布 (不时更新或修改) 的最新标准模板, 向 Interplex 提交冲突矿物报告模板

time), and shall cooperate fully with Interplex in investigating the source of any minerals in the Products; and (b) submit a declaration to certify its compliance with the applicable laws, regulations and rules, including but not limited to those relating to RoHS.

14.3 If Supplier is a person or entity doing business in the United States of America, the following additional provisions shall be incorporated by reference in this Agreement: (a) where Products and/or Services are sold to Interplex under a federal contract or subcontract, all applicable procurement regulations required by federal statute or regulation to be included in such contract or subcontract; and (b) the Equal Employment Opportunity Clauses set forth in Title 41 of the Code of Federal Regulations, Chapters 60-1.4, 60-250.5 and 60-741.5.

14.4 Supplier shall provide Interplex with all necessary assistance and documentation required by Interplex for compliance with any applicable laws and regulations relating to Interplex's use of the Products and/or Services at Interplex's place of business, and to enable Interplex to respond to any request from a competent authority arising from or in connection with this Agreement, the Products and/or Services. Interplex shall have the continuing right to review Supplier's financial condition, and Supplier agrees to promptly provide such financial information (including but not limited to Supplier's latest audited financial statements) as may be requested by Interplex from time to time for the purpose of assessing Supplier's financial condition. In addition, upon receiving three (3) business days' prior notice from Interplex, Supplier shall grant access to its premises and provide all necessary assistance to Interplex's Representatives to enable Interplex to conduct audits and/or inspections for the purpose of ensuring Supplier's compliance with the provisions of this Agreement (including but not limited to this Clause 14).

14.5 Supplier shall notify Interplex in writing immediately without delay when it first becomes aware of any event, occurrence or circumstances that may constitute a breach, infringement or violation of any provision of this Clause 14.

## 15. PERSONAL DATA PROTECTION

15.1 For the purposes of this Clause 15, "**Data Protection Laws**" means all applicable laws and regulations relating to data privacy and the collection, disclosure, use, processing, transfer and protection of Personal Data, and "**Personal Data**" means personal data, personally identifiable information, or any equivalent or corresponding definition under the Data Protection Laws.

15.2 Supplier may, in the course of performance of this Agreement, access, collect, disclose, use, process, transfer and/or archive Personal Data of Interplex Group's Representatives, customers and/or business partners (collectively, "**Interplex Personal Data**"). Supplier represents, warrants and undertakes to Interplex that Supplier shall:

(a) comply with all Data Protection Laws applicable to the Products, Services and/or Supplier's performance of this Agreement;

(b) process Interplex Personal Data for the sole

(CMRT) 声明, 并应全力配合 Interplex 调查约定产品中任何矿物的来源; 和 (b) 提交声明以证明其符合适用的法律、法规和规定, 包括但不限于与 RoHS 有关的法律、法规和规定。

14.3 如供应商是在美国开展业务的个人或实体, 以下附加条款应以援引的方式纳入本协议: (a) 如约定产品和/或约定服务是根据联邦合同或分包合同出售给 Interplex 的, 则联邦法规或条例要求的所有适用的采购条例应并入该等合同或分包合同; 以及 (b) 《联邦法规》第 41 篇第 60 章第 1.4、250.5 和 741.5 条规定的平等就业机会条款。

14.4 供应商应向 Interplex 提供 Interplex 要求的所有必要协助和文件以遵守与 Interplex 在其经营场所使用约定产品和/或约定服务有关的任何适用的法律法规, 并使 Interplex 能回应主管当局因本协议约定产品和/或约定服务引起的或与之相关的任何要求。Interplex 应持续有权审查供应商的财务状况, 且供应商同意及时提供 Interplex 可能不时要求的此类财务信息 (包括但不限于供应商最新的经过审计的财务报表), 以评估供应商的财务状况。此外, 在收到 Interplex 提前三 (3) 个工作日发出的通知后, 供应商应允许 Interplex 的指定代表进入其场所并提供一切必要的协助, 以便 Interplex 为确保供应商遵守本协议相关规定 (包括但不限于第 14 条) 而进行审计和/或检查。

14.5 一旦知悉任何可能构成违反、侵犯或违背第 14 条任何规定的事件、事情或情况, 供应商应立即毫不迟疑地书面通知 Interplex。

## 15. 个人数据保护

15.1 就第 15 条的目的而言, "数据保护法" 指与数据隐私以及收集、披露、使用、处理、转移和保护个人数据有关的所有适用的法律和法规; "个人数据" 指个人数据、个人可识别信息或数据保护法规定的任何相同或相关的定义。

15.2 在履行本协议的过程中, 供应商可能会访问、收集、披露、使用、处理、转移和/或存档 Interplex 集团的指定代表、客户和/或业务伙伴的个人数据 (统称为 "Interplex 个人数据")。供应商向 Interplex 声明、保证和承诺供应商应:

(a) 遵守适用于约定产品、约定服务和/或供应商履行本协议的所有数据保护法;

(b) 仅为供应商履行本协议的目的且在必要范围

purpose of, and to the extent necessary, for Supplier's performance of this Agreement, and as permitted or required by the applicable laws and regulations;

- (c) keep all Interplex Personal Data confidential; and
- (d) take all appropriate technical, physical and organisational security measures to protect Interplex Personal Data against loss and any unauthorised or unlawful access, use, disclosure, processing or transfer.

15.3 Upon discovery of any potential or actual breach of Interplex Personal Data, or any potential or actual breach of any provisions of this Clause 15, whether resulting from any act or omission by Supplier Group and/or its Representatives or otherwise, Supplier shall immediately notify Interplex's designated data protection officer/representative of such potential or actual breach as follows:

Location	Data Protection Officer/Representative
European Union	Data Protection Officer (dpo@interplex.com) Interplex Investments Czech Republic s.r.o. Za Pazdernou 1531, Budějovické Předměstí, 397 01 Písek, Czech Republic
All other countries	General Counsel (corp.legal@interplex.com) Interplex Holdings Pte. Ltd. 298 Tiong Bahru Road, #17-01 Central Plaza, Singapore 168730

- 15.4 Supplier shall not disclose Interplex Personal Data to any third party (including Supplier's Representatives and Affiliates), except with Interplex's prior written approval and only to the extent necessary for the performance of this Agreement. If, for the purpose of performance of this Agreement, Supplier discloses Interplex Personal Data to its Representatives and/or Affiliates, or allows its Representatives and/or Affiliates to process Interplex Personal Data, Supplier shall ensure that such Representatives and/or Affiliates are bound by data protection obligations that are at least as protective as those contained in this Agreement.
- 15.5 Supplier shall put in place adequate measures to ensure that any Interplex Personal Data in its possession or control remains or is otherwise accurate and complete. Supplier shall further take steps to correct any errors or inaccuracies in the Interplex Personal Data as soon as practicable upon Interplex's written request.
- 15.6 Upon Interplex's written request or termination of this Agreement, Supplier shall securely and irreversibly erase or destroy all files, documents, records or any other media containing Interplex Personal Data. Supplier agrees and acknowledges that it shall remain solely liable to Interplex for any loss or unauthorised or unlawful access, use, disclosure, processing or transfer of Interplex Personal Data if Supplier fails to erase or destroy Interplex Personal Data in accordance with this Clause 15.6. Supplier shall not retain any Interplex Personal Data in documents, records or any other media for longer than is necessary for the performance of this Agreement.

内，在适用的法律法规允许或要求的情况下处理 Interplex 个人数据；

- (c) 对所有 Interplex 个人数据保密；以及
- (d) 采取一切适当的技术性、物理性和组织性安全措施，保护 Interplex 个人数据免遭损害以及任何未经授权或非法的访问、使用、披露、处理或转移。

15.3 一旦发现有任何潜在或实际违反 Interplex 个人数据的行为，或任何潜在或实际违反第 15 条规定的行为，无论是因供应商集团和/或其指定代表的任何作为或不作为还是其他原因所致，供应商均应即将该等潜在或实际违反行为通知 Interplex 指定的数据保护专员/代表，详情如下：

地点	数据保护专员/代表
欧盟	数据保护专员 (dpo@interplex.com) Interplex Investments Czech Republic s.r.o. Za Pazdernou 1531, Budějovické Předměstí, 397 01 Písek, Czech Republic
其他国家	总法律顾问 (corp.legal@interplex.com) Interplex Holdings Pte. Ltd. 298 Tiong Bahru Road, #17-01 Central Plaza, Singapore 168730

- 15.4 供应商不得向任何第三方（包括供应商的指定代表和关联公司）披露 Interplex 个人数据，除非事先得到 Interplex 的书面同意，且仅在履行本协议所需的范围内披露。如为履行本协议之目的，供应商向其指定代表和/或关联公司披露 Interplex 个人数据，或允许其指定代表和/或关联公司处理 Interplex 个人数据，则供应商应确保该等指定代表和/或关联公司受数据保护义务的约束，且程度至少与本协议规定的保护义务相当。
- 15.5 供应商应采取适当措施，确保其持有或控制的任何 Interplex 个人数据保持准确和完整。供应商应在收到 Interplex 的书面要求后进一步采取措施尽快纠正 Interplex 个人数据中的任何错误或不准确之处。
- 15.6 根据 Interplex 书面要求或在本协议终止时，供应商应安全地、不可逆转地删除或销毁所有包含 Interplex 个人数据的文件、文档、记录或任何其他媒介。供应商同意并确认，如供应商未能按照第 15.6 条规定删除或销毁 Interplex 个人数据，其应就 Interplex 个人数据遭受的任何损失或未经授权或非法访问、使用、披露、处理或转移 Interplex 个人数据向 Interplex 承担全部责任。供应商在文件、记录或任何其他媒介中保留任何 Interplex 个人数据时

间不得超过其履行本协议所需时间。

## 16. SANCTIONS AND EXPORT CONTROLS COMPLIANCE

- 16.1 Supplier represents, warrants, and undertakes that it is not, and is not Controlled by, any party with whom business transactions are prohibited under the economic sanctions laws, regulations, and embargoes implemented by the governments of the United States (including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control), United Kingdom (including but not limited to His Majesty's Treasury Office of Financial Sanctions Implementation), and the European Union and its member states ("**Applicable Sanctions**"); and that it will not, in whole or in part, source any Products or Services to be provided to Interplex from any person, entity, or country/jurisdiction with whom business transactions are prohibited under the Applicable Sanctions.
- 16.2 Supplier represents, warrants and undertakes that it shall comply with all applicable international and national export control laws and regulations ("**Export Control Laws**"), and it shall not export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union or the United States of America or any other country, at the time of export or re-export, requires an export licence or other governmental approval, without first obtaining such licence or approval.
- 16.3 Supplier shall notify Interplex in writing promptly (and in any event no later than two (2) days) after becoming aware that any information, goods, software and/or technology in the Products and/or Services are subject to the Export Control Laws of the country where Supplier conducts its business (including but not limited to the Export Control Laws of the European Union and/or the United States of America, to the extent applicable). If so, Supplier shall inform Interplex about the nature and extent of the restrictions (including but not limited to export control legal jurisdiction, export control classification numbers, export control licences and the Commodity Classification Automated Tracking System (CCATS) number, as applicable).
- 16.4 Supplier shall (a) obtain all international and national export licences, permits and/or approvals required under the Export Control Laws, and (b) provide Interplex with all information requested by Interplex to enable Interplex and its customers to evaluate its and their continued compliance with the Applicable Sanctions and Export Control Laws.
- 16.5 Supplier shall notify Interplex in writing immediately without delay upon receiving notice of any infringement or violation of any Applicable Sanctions or Export Control Laws affecting the Products and/or Services or which may affect Interplex Group under this Agreement.

## 17. CUSTOMS COMPLIANCE

- 17.1 On an annual basis, or upon Interplex's earlier request, Supplier shall provide Interplex with a supplier declaration of origin in relation to the Products sufficient to satisfy the requirements of (a) the customs authorities of the country of receipt and (b) any applicable export control laws and regulations, including those of the United States of America. Such declaration must

## 16. 制裁和出口管制合规

- 16.1 供应商声明、保证并承诺，其并非被美国政府（包括但不限于美国财政部外国资产管制处）、英国（包括但不限于应该财政部金融制裁执行办公室）、和欧盟及其成员国实施的经济制裁法律、法规，和禁运规定（“适用的制裁”）所禁止商业交易的对象，也并非被该对象所控制；且其不会，全部或部分地，从被适用的制裁所禁止商业交易的任何个人、实体、或国家/司法管辖区采购将提供给 Interplex 的任何约定产品或约定服务。
- 16.2 供应商声明、保证并承诺，其应遵守所有适用的国际和国家出口管制法律和法规（“出口管制法律”）；在出口或再出口时，对于欧盟、美国或其他任何国家需要出口许可或其他政府批准的任何信息、货物、软件和/或技术，在获得此等许可或批准前不得直接或间接向任何国家出口或再出口。
- 16.3 当供应商知悉约定产品和/或约定服务中的任何信息、货物、软件和/或技术受供应商开展业务所在国的出口管制法律（如适用，包括但不限于欧盟和/或美国的出口管制法律）管辖，应及时（且在任何情况下不超过两（2）天）书面通知 Interplex。此种情况下，供应商应告知 Interplex 有关限制的性质和程度（如适用，包括但不限于出口管制的法定管辖权、出口管制归类编码、出口管制许可证和商品归类自动跟踪系统（CCATS）编码）。
- 16.4 供应商应（a）获得出口管制法律所要求的所有国际和国家的出口许可证、执照和/或批准，并（b）向 Interplex 提供 Interplex 要求的所有信息，以使 Interplex 及其客户能够评估其继续遵守适用的制裁和出口管制法律。
- 16.5 供应商如收到任何侵犯或违反任何适用的制裁或出口管制法律的通知，影响本协议下的约定产品和/或约定服务或可能影响 Interplex 集团的，应立即毫不迟疑地以书面形式通知 Interplex。

## 17. 遵守海关规定

- 17.1 供应商应每年或应 Interplex 的提前要求，向 Interplex 提供与约定产品有关的供应商原产地声明，以满足：（a）收货国海关当局的要求，和（b）任何适用的出口管制法律和法规的要求，包括

expressly indicate whether the Products, or any part thereof, have been produced in the United States of America or originate in the United States of America. Dual-use Products or classified Products should be clearly identified by their classification codes.

- 17.2 For all Products that qualify for application under Regional or Free Trade Agreements, General Systems of Preference or other preferential arrangements, it is the responsibility of Supplier to deliver such Products with the appropriate documentary evidence (e.g. Supplier's declaration, preferential origin certificate, invoice declaration) to confirm the preferential origin status.
- 17.3 Supplier shall mark every Product (or the Product's container or packaging if there is no space on the Product itself) with the country of origin. Supplier shall, in marking the Products, comply with the requirements of the customs authorities of the country of receipt. If any Products are imported, Supplier shall, to the extent permissible, indicate Interplex as the importer of record. If Interplex is not the importer of record and Supplier obtains duty drawback rights to the Products, Supplier shall, upon Interplex's request, provide Interplex with documentation required by the required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to Interplex. Such documentation shall include but not be limited to appropriate certification stating the country of origin for Products sufficient to satisfy the requirements of the customs authorities of the country of receipt and any applicable export licensing laws and regulations.

## 18. LIMITATION OF LIABILITY

- 18.1 Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud or for any liability that cannot by law be excluded or limited.
- 18.2 SUBJECT TO CLAUSE 18.1 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW:
- (A) IN NO EVENT SHALL INTERPLEX BE LIABLE TO SUPPLIER (AND/OR ANY AFFILIATES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS OF SUPPLIER) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES (INCLUDING BUT NOT BE LIMITED TO LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOST BUSINESS OPPORTUNITIES OR LOST DATA), WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF INTERPLEX HAS BEEN ADVISED, IS AWARE, OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; AND
- (B) IN NO EVENT SHALL INTERPLEX'S AGGREGATE LIABILITY ARISING OUT OF ALL TRANSACTIONS BETWEEN INTERPLEX AND SUPPLIER, WHETHER BASED UPON CONTRACT (INCLUDING BREACH OF WARRANTY) OR TORT (INCLUDING NEGLIGENCE OR MISREPRESENTATION) OR UNDER STATUTE OR OTHERWISE, EXCEED THE TOTAL AMOUNT THAT INTERPLEX HAS PAID SUPPLIER FOR THE PRODUCTS AND/OR SERVICES UNDER THE PURCHASE ORDER FROM WHICH THE CLAIM

美国的相关法律法规。此类声明必须明确指出约定产品或其任何部分是否在美国生产或源自美国。属于两用性的约定产品或归类的约定产品应明确标识其归类编码。

- 17.2 对于所有符合区域或自由贸易协定、普遍优惠制度或其他优惠安排申请条件的约定产品，供应商有责任在交付此类约定产品时提供适当的文件证明（如供应商声明、优惠原产地证书、发票声明）以证明约定产品来自优惠原产地。
- 17.3 供应商应在每件约定产品（如果约定产品本身没有空间，则在约定产品的容器或包装）上标注原产国。供应商在标注约定产品时应遵守收货国海关当局的要求。对于任何进口的约定产品，供应商应在允许的范围内，将 Interplex 列为在册的进口商。如果 Interplex 不是在册的进口商，且供应商获得了约定产品的退税权，供应商应根据 Interplex 的要求，向 Interplex 提供收货国海关当局要求的文件，以证明进口并将退税权转让给 Interplex。此类文件应包括但不限于适当的证明以说明约定产品原产国，且足以满足收货国海关当局和任何适用的出口许可法律和法规的要求。

## 18. 责任限制

- 18.1 任何一方都不得排除或限制其对因自身过失或欺诈导致的死亡或人身伤害的责任，或任何法律规定不得排除或限制的责任。
- 18.2 在不违反第 18.1 条及在法律允许的最大范围内：
- (A) 在任何情况下，Interplex 均不对供应商（和/或供应商的任何关联公司、指定代表、继受人或受让人）的任何间接、附带、特殊、后果性或惩罚性损害或损失（包括但不限于利润损失、收入损失、储蓄损失、商业机会损失或数据损失）负责，无论此类损害或损失是否基于合同、侵权行为或任何其他法律理论，即使 Interplex 已被告知、知晓或应当知晓此类损害或损失的可能性；以及
- (B) 在任何情况下，Interplex 对其与供应商之间的所有交易引起的全部赔偿责任，无论是否基于合同（包括违反保证义务）、侵权行为（包括疏忽或不实陈述）、或法定或其他原因，均不得超过 Interplex 就引发索赔的采购订单下的约定产品和/或约定服务已向供应商支付的总金额。为避免疑义，即使 Interplex 与供应商签订

ARISES. FOR THE AVOIDANCE OF DOUBT, THE AFORESAID MAXIMUM AGGREGATE LIABILITY SHALL NOT INCREASE OR BE ENLARGED EVEN IF INTERPLEX ENTERS INTO OTHER AGREEMENTS OR CONTRACTS WITH SUPPLIER.

了其他协议或合同，前述最大赔偿责任总额也不应增加或扩大。

## 19. FORCE MAJEURE

19.1 Interplex shall not be liable for any failure or delay in accepting delivery or performing any other obligation under this Agreement if such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means an event or circumstance that is beyond the control of Interplex, including without limitation: (a) unusually severe weather, act of God, fire, explosion or earthquake; (b) war, invasion, terrorism, sabotage, piracy, riot or other civil unrest; (c) governmental law, order, restriction, embargo or blockage; (d) national or regional emergency; (e) nuclear, chemical or biological contamination; (f) disease or medical outbreak, epidemic, pandemic or plague; (g) injunction, strike, lockout or other industrial disturbance; (h) inability to obtain or use necessary transportation, energy or infrastructure; (i) cyberwarfare, ransomware or other cyberattack; or (j) any other cause whether similar or dissimilar to the foregoing beyond the control of Interplex.

19.2 If a Force Majeure Event continues, or is reasonably expected to continue, for a consecutive period of thirty (30) days, Interplex shall be entitled to cancel all or any part of the affected Purchase Order(s) or terminate this Agreement in whole or in part, and Supplier shall have no claim against Interplex for any Losses arising from such cancellation or termination.

## 20. SUSPENSION & TERMINATION

20.1 Without prejudice to any other right or remedy available to Interplex under this Agreement or at law, upon giving written notice to Supplier, Interplex shall be entitled at its sole discretion to either suspend the performance of its obligations under this Agreement in whole or in part, or to terminate this Agreement in whole or in part, where:

- (a) Supplier files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or any similar proceeding in any jurisdiction;
- (b) Supplier becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or any similar proceeding in any jurisdiction;
- (c) Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (d) Supplier breaches any of its obligations under this Agreement and, if such breach is capable of remedy, fails to remedy that breach within fourteen (14) days after being notified to do so;
- (e) Supplier becomes a party with whom business transactions are prohibited under the Applicable Sanctions;

## 19. 不可抗力

19.1 如因不可抗力事件导致未能或延迟收货或履行本协议规定的任何其他义务，Interplex 不承担任何责任。“不可抗力事件”指 Interplex 无法控制的事件或情况，包括但不限于 (a) 异常恶劣的天气、天灾、火灾、爆炸或地震；(b) 战争、入侵、恐怖主义、破坏、海盗、暴乱或其他内乱；(c) 政府法律、命令、限制、禁运或封锁；(d) 国家或地区紧急情况；(e) 核、化学或生物污染；(f) 疾病或疫情爆发、流行病、全球性流行病或瘟疫；(g) 禁令、罢工、停工或其他工业骚乱；(h) 无法获得或使用必要的交通、能源或基础设施；(i) 网络战争、勒索软件或其他网络攻击；或 (j) 任何其他超出 Interplex 控制的情况，不管是否与上述情况类似或不类似。

19.2 如不可抗力事件持续或经合理预测将持续连续三十 (30) 天，Interplex 应有权取消全部或部分受影响的采购订单、或全部或部分终止本协议，且供应商不得就该等取消或终止导致的任何损失向 Interplex 索赔。

## 20. 暂停和终止

20.1 在不影响 Interplex 根据本协议或法律享有的任何其他权利或救济途径的情况下，如有下列情形的，Interplex 有权在书面通知供应商后，自行决定全部或部分暂停履行其在本协议下的义务，或全部或部分终止本协议：

- (a) 供应商在任何司法管辖区内提交自愿破产申请或任何为债权人利益主动申请启动的与破产、接管、清算、转让相关的程序，或其他类似程序；
- (b) 供应商在任何司法管辖区成为破产申请程序或任何为债权人利益启动的与破产、接管、清算、转让相关的程序，或任何类似程序的主体；
- (c) 供应商暂停或关闭，或威胁暂停或关闭其全部或大部分业务；
- (d) 供应商违反其在本协议项下的任何义务，并且如果该违约行为可以纠正但未在接到通知后的十四 (14) 天内纠正；
- (e) 供应商成为适用的制裁禁止商业交易的对象；



- (f) Interplex, in its reasonable discretion, determines that Supplier cannot or will not deliver the Products or perform the Services in accordance with this Agreement, or Supplier fails to provide adequate assurance of performance after being requested by Interplex to do so; or
- (g) there is a change of Control of Supplier.
- 20.2 Without prejudice to any other right or remedy available to Interplex under this Agreement or at law, Interplex shall have the right at any time to terminate this Agreement upon giving not less than thirty (30) days' prior written notice to Supplier.
- 20.3 Supplier shall have no claim against Interplex for any Losses arising from any suspension or termination of this Agreement in accordance with Clause 20.1, Clause 20.2 or any other ground for termination under this Agreement or at law.
- 20.4 Upon termination of this Agreement, the purchase of any Products and/or Services under an issued Purchase Order that has not been delivered or performed before the effective date of termination shall be deemed as cancelled, and Supplier shall have no claim against Interplex for any Losses with respect to the cancelled Products and/or Services. Supplier shall refund Interplex for any excess advance payment made in respect of the cancelled Products and/or Services within fourteen (14) days from the date of termination.
- 21. CONFIDENTIALITY**
- 21.1 Supplier shall treat all information disclosed or made available by or on behalf of Interplex Group to Supplier Group and all information generated by Supplier Group for Interplex Group pursuant to this Agreement (collectively, "**Confidential Information**") as confidential, and shall only use Confidential Information solely for the purpose of performance of this Agreement. "**Confidential Information**" shall include but not be limited to: (a) the contents of any Purchase Order and any attachments or documents incorporated by reference in the Purchase Order; and (b) information disclosed or made available by customer(s) of Interplex Group to Interplex Group and which is disclosed or made available to Supplier Group for the sole purpose of performance of this Agreement. Except with the prior written approval of Interplex, Supplier shall not disclose to any third party the fact that it has received any Confidential Information, including the fact that Parties are in discussions, negotiations or other communications relating to this Agreement, the Products and/or Services. For the purposes of this Clause 21, unless the context requires otherwise, references to "**Interplex Group**" and "**Supplier Group**" shall include the respective Representative(s) of the relevant Interplex Group entity or Supplier Group entity, as the case may be.
- 21.2 Supplier shall protect all Confidential Information with at least the same degree of care with which it treats its own confidential information, but in any event no less than reasonable care.
- 21.3 Supplier shall not disclose Confidential Information to any third party, except to such Representatives and/or Affiliates of Supplier having a legitimate need to know
- (f) 经 Interplex 合理裁量, 认为供应商不能或不会按照本协议交付约定产品或履行约定服务, 或供应商在 Interplex 提出要求后未能提供充分的履约保证; 或
- (g) 供应商的控制人发生变化。
- 20.2 在不影响 Interplex 根据本协议或法律享有的任何其他权利或救济途径的情况下, Interplex 有权随时终止本协议, 但须至少提前三十 (30) 天书面通知供应商。
- 20.3 对于根据第 20.1 条、第 20.2 条、本协议或法律规定的任何其他终止事由暂停或终止本协议导致的任何损失, 供应商无权向 Interplex 索赔。
- 20.4 本协议终止时, 根据已签发采购订单购买的任何约定产品和/或约定服务, 如在终止生效日之前尚未交付或履行, 应视为取消, 且供应商不得就取消的约定产品和/或约定服务招致的任何损失向 Interplex 提出索赔。供应商应在终止之日起十四 (14) 天内向 Interplex 退还其为被取消的约定产品和/或约定服务多付的预付款。
- 21. 保密条款**
- 21.1 供应商应对 Interplex 集团或其代表向供应商集团披露或提供的所有信息以及供应商集团根据本协议为 Interplex 集团生成的所有信息 (统称为 "保密信息") 保密, 并应仅为履行本协议使用保密信息。
- "保密信息" 应包括但不限于以下内容: (a) 任何采购订单的内容以及通过援引纳入采购订单的任何附件或文件; 以及 (b) 由 Interplex 集团的客户向 Interplex 集团披露或提供的信息, 并且仅出于履行本协议的目的向供应商集团披露或提供。除非事先得到 Interplex 的书面同意, 否则供应商不得向任何第三方披露有关其收到任何保密信息的事实, 包括双方正在就本协议、约定产品和/或约定服务进行讨论、谈判或其他沟通的事实。就第 21 条的目的而言, 除非文意另有要求, 提及 "Interplex 集团" 和 "供应商集团" 应包括相关 Interplex 集团旗下实体或供应集团旗下实体 (视情况而定) 各自的指定代表。
- 21.2 供应商应至少以其对待自身机密信息的同等谨慎程度来保护所有机密信息, 但在任何情况下都不得低于合理谨慎程度。
- 21.3 供应商不得向任何第三方披露保密信息, 但供应商指定代表和/或其关联公司为履行供应商在本协议项

for the purpose of performance of Supplier's obligations under this Agreement, provided that such Representatives and Affiliates are bound by confidentiality obligations that are at least as protective as those contained in this Agreement, and Supplier shall use its best efforts to prevent and enforce any unauthorised disclosure or misuse of Confidential Information by any of its Representatives and/or Affiliates.

- 21.4 All Confidential Information shall remain the property of Interplex Group. Nothing in this Agreement shall be deemed or construed as granting any rights, title or interest (whether under any patent, copyright, trademark or any other intellectual property right or otherwise) in any Confidential Information to Supplier, except the limited right to use the Confidential Information for the purpose of performance of this Agreement.
- 21.5 Supplier shall, within fourteen (14) days after receiving Interplex's request or upon termination of this Agreement, return and deliver to Interplex (or destroy, if so requested by Interplex), all files, documents, records or other media containing Confidential Information which are in Supplier Group's possession or under its control. Upon completion of the foregoing, Supplier shall provide a written undertaking certifying that that all Confidential Information has been duly returned and delivered to Interplex or otherwise destroyed in accordance with this Clause 21.5.
- 21.6 Supplier acknowledges that the unauthorised disclosure of any Confidential Information could cause substantial and irreparable damage to the business and competitive position of Interplex Group and that monetary damages alone will not be an adequate remedy for any breach of the provisions of this Clause 21. Without prejudice to any other legal or equitable remedies, Interplex Group shall have the right to seek relief, including specific performance, in any court of competent jurisdiction with respect to any actual or threatened breach of the provisions of this Clause 21 by Supplier Group.

## 22. INSURANCE

- 22.1 Supplier represents and warrants, on behalf of itself and any subcontractor(s) approved by Interplex in accordance with Clause 23.2, that each are adequately covered by insurance against all risks that may arise from performance of Supplier's obligations under this Agreement, any acts or omissions of Supplier Group and/or its Representatives, and use of the Products and/or Services.
- 22.2 Without prejudice to the generality of Clause 22.1, Supplier shall maintain the following minimum levels of insurance, unless otherwise approved in writing by Interplex's authorised representative:
- (a) comprehensive or commercial general liability insurance covering product liability, property damage, personal injury liability and any other liability as may be requested by Interplex, in an amount not less than USD 10 million (or the equivalent in local currency) per occurrence and USD 10 million (or the equivalent in local currency) in aggregate;

下的义务有合理需求需知晓的除外，但此等指定代表及关联公司必须受到保密义务的约束，且程度至少与本协议规定的保密义务相当。供应商应尽最大努力防止其任何指定代表和/或关联公司未经授权披露或不当使用保密信息。

- 21.4 所有保密信息均为 Interplex 集团的财产。本协议的任何内容都不应被视为或解释为将任何保密信息的任何权利、所有权或利益（无论是根据专利、版权、商标或任何其他知识产权或其他理由）授予供应商，但为履行本协议而使用保密信息的有限权利除外。
- 21.5 供应商应在收到 Interplex 的要求后十四（14）天内或在本协议终止时，向 Interplex 返还并交付（或应 Interplex 的要求销毁）供应商集团持有或控制的所有包含保密信息的文件、文档、记录或其他媒介。在完成前述工作后，供应商应提交一份书面承诺，证明所有保密信息均已依照第 21.5 条的规定妥当归还并交付给 Interplex 或销毁。
- 21.6 供应商承认，未经授权披露任何机密信息可能会对 Interplex 集团的业务和竞争地位造成重大且不可挽回的损害，且对违反第 21 条相关规定而言，仅金钱赔偿并非充分的救济途径。在不影响任何其他法律或衡平法救济途径的情况下，Interplex 集团有权就供应商集团实际或威胁违反第 21 条规定的行为在任何有管辖权的法院寻求救济，包括具体执行。

## 22. 保險

- 22.1 供应商代表其自身以及 Interplex 根据第 23.2 条批准的任何分包商声明并保证，其自身及分包商均有足够的保险来应对因履行本协议项下供应商的义务、供应商集团和/或其指定代表的任何作为或不作为以及约定产品和/或约定服务的使用可能产生的所有风险。
- 22.2 在不影响第 22.1 条一般性的前提下，除非 Interplex 授权代表书面同意，供应商应保持以下最低水平的保险：
- (a) 涵盖产品责任、财产损失、人身伤害责任和 Interplex 可能要求的任何其他责任的综合或商业一般责任保险，每次保险事故的赔付金额不低于 1000 万美元（或等值当地货币），累计金额不低于 1000 万美元（或等值当地货币）。
- (b) 符合适用法律规定的法定限额的工伤赔偿保

- (b) work injury compensation insurance in accordance with the statutory limits under the applicable law, and employer's liability insurance in an amount not less than USD 10 million (or the equivalent in local currency); and
- (c) professional liability insurance in respect of professional services (if any) rendered under this Agreement, in an amount not less than USD 10 million (or the equivalent in local currency).
- 22.3 All such insurance policies shall be taken out with duly licensed, reputable and financially responsible insurers, and Interplex shall be named as an additional insured for the insurance policy described in Clause 22.2(a). Supplier shall inform Interplex of any policy cancellation, reduction in coverage or change of insurer by giving prior written notice of at least thirty (30) days. Supplier shall furnish the certificates of insurance evidencing the required insurance coverage, limits and expiry dates to Interplex upon Interplex's request.
- 23. MISCELLANEOUS**
- 23.1 Supplier shall perform this Agreement as an independent contractor. Nothing in this Agreement shall be deemed or construed as constituting or creating a partnership, joint venture, employment relationship, or relationship of principal and agent between the Parties, irrespective of the extent of Supplier's economic dependency on Interplex. Neither Party shall have any right or authority to act for, represent or bind the other Party in any manner.
- 23.2 Supplier shall not subcontract, delegate, assign, transfer, novate or pledge any of its rights or obligations under this Agreement to any third party (including any Affiliate of Supplier) without Interplex's prior written approval. Any purported assignment, transfer, novation or pledge without Interplex's approval shall be null and void. Supplier shall remain solely responsible to Interplex for the performance of Supplier's obligations under this Agreement, notwithstanding that such obligations may be performed by any pre-approved subcontractor(s), and Supplier shall be held fully liable for any breach of this Agreement by such pre-approved subcontractor(s). Interplex shall be entitled at any time to subcontract, delegate, assign, transfer or novate any of its rights or obligations under this Agreement to any Affiliate or third party without Supplier's prior written approval, and Supplier agrees to execute and deliver all such instruments and documents and take all such actions as may be reasonably required to give effect to such subcontracting, delegation, assignment, transfer or novation.
- 23.3 The rights and remedies reserved to Interplex are cumulative with and in addition to any other right or remedy. The exercise of any right or remedy under this Agreement shall not preclude the exercise of any other right or remedy that may now or subsequently exist at law or in equity or by statute or otherwise. Any failure or delay by Interplex to exercise any right or remedy under this Agreement shall not operate as a waiver of that right or remedy, nor shall it be deemed or construed as a waiver of Interplex's right at any later time to exercise such right or remedy.
- 险, 以及金额不低于 1000 万美元 (或等值当地货币) 的雇主责任保险; 以及
- (c) 为根据本协议提供的专业服务 (如有) 投保专业责任保险, 保险金额不低于 1000 万美元 (或等值当地货币)。
- 22.3 所有此类保险单应向有正式执照、信誉良好且有经济责任承担能力的保险公司投保, 且 Interplex 应被列为第 22.2 (a) 条所述保险单的附加被保险人。如取消保单、缩减保险范围或变更保险公司的, 供应商应提前至少三十 (30) 天书面通知 Interplex。应 Interplex 要求, 供应商应向其提供证明所需保险范围、限额和到期日的保险证书。
- 23. 其他条款**
- 23.1 供应商应以独立合同方的身份履行本协议。本协议的任何内容都不应被视为或解释为在双方之间构成或建立合伙关系、合资企业、雇佣关系或委托与代理关系, 无论供应商对 Interplex 的经济依赖程度如何。任何一方均无任何权利或权力以任何方式为另一方行事、代表或约束另一方。
- 23.2 未经 Interplex 事先书面批准, 供应商不得将其在本协议下的任何权利或义务分包、委托、转让、转移、更替或质押给任何第三方 (包括供应商的任何关联公司)。任何未经 Interplex 批准的所谓转让、转移、更替或质押均无效。供应商应就于本协议项下供应商义务的履行对 Interplex 负全责, 尽管这些义务可能由任何经事先同意的分包商履行, 并且供应商应就该等经事先同意的分包商违反本协议的行为承担全部责任。Interplex 有权随时将其在本协议下的任何权利或义务分包、委托、转让、转移或更替给任何关联公司或第三方, 而无需供应商事先书面同意, 且供应商同意签署和交付所有此类文书和文件, 并采取所有可能被合理要求的措施以使此类分包、委托、转让、转移或更替生效。
- 23.3 Interplex 保留的权利和救济途径为累积的, 不排除任何其他权利或救济途径。行使本协议规定的任何权利或采取任何救济途径, 不应妨碍行使现在或将来的法律上、衡平法上、法规或其他方面可能存在的任何其他权利或救济途径。Interplex 未能或延迟行使本协议规定的任何权利或采取救济途径, 不产生放弃该权利或救济途径的效果, 也不应视为或解释为 Interplex 放弃在以后任何时间行使该权利或采

- 23.4 If any provision of this Agreement shall be held invalid, unlawful or unenforceable, whether in whole or in part, by a court of competent jurisdiction or by any future legislative or administrative action, such provision shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under the applicable law, but the validity, legality or enforceability of the other provisions of this Agreement shall not be affected in any way.
- 23.5 The provisions of this Agreement, which by their nature and the context in which they appear, would reasonably be expected to survive the expiry or termination of this Agreement, including but not limited to Clause 9 (Supplier Warranties), Clause 12 (Ownership & Intellectual Property), Clause 13 (Supplier Indemnity), Clause 14 (Ethics & Compliance), Clause 15 (Personal Data Protection), Clause 21 (Confidentiality), and Clause 23.8, shall survive the expiry or termination of this Agreement.
- 23.6 All notices to be given under this Agreement shall be in writing and shall be deemed delivered upon successful electronic mail transmission, hand delivery, confirmed delivery by a reputable courier or delivery service (such as UPS, FedEx or DHL), or three (3) days after deposit in the mail of the home country of the Party, postage prepaid, by certified, registered, first class or equivalent mail, addressed to each Party at its last known address.
- 23.7 Interplex may unilaterally modify the STCP at any time by publishing the amendments at Interplex Group's website: <https://interplex.com/business-terms/>.
- 23.8 This Agreement shall be governed by and construed in accordance with English law, without reference to its conflict of laws principles. The United Nations Convention on International Sale of Goods shall not apply to this Agreement. Any and all disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force at the commencement of the arbitration which rules are deemed to be incorporated by reference in this Clause 23.8, PROVIDED always that:
- (a) Interplex shall have the sole right at its option to commence legal proceedings before the Courts of Singapore to pursue the merits of any claim against Supplier and/or as an interim measure in respect of any claim or dispute against Supplier.
- (b) Where Interplex and/or Supplier is a company incorporated in the People's Republic of China, Interplex shall have the sole right at its option to refer any and all disputes arising out of or in connection with this Agreement to arbitration administered by the Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center ("SHIAC") in accordance with the SHIAC arbitration rules ("SHIAC Arbitration") for the time being in force, which shall be seated in Shanghai, People's Republic of China. Notwithstanding
- 取相关救济途经的权利。
- 23.4 如本协议的任何条款被有管辖权的法院或任何未来的立法或行政行为认定为全部或部分无效、非法或不可执行，则该条款应在适用法律允许的范围内以能体现该条款原意的类似条款替代；但本协议其他条款的有效性、合法性或可执行性不受任何影响
- 23.5 根据其性质和产生的背景可以合理地预期在本协议到期或终止后继续有效的条款，在本协议到期和终止后将继续有效，包括但不限于第 9 条（供应商的保证）、第 12 条（所有权和知识产权）、第 13 条（供应商保障）、第 14 条（道德与合规条款）、第 15 条（个人数据保护）、第 21 条（保密条款）和第 23.8 条。
- 23.6 根据本协议发出的所有通知应书面作出，并应在电子邮件传输成功、亲自递送、由信誉良好的快递或递送服务商（如 UPS、FedEx 或 DHL）确认交付时视为送达，或以预付邮资、保证、挂号、头等或同级别邮寄方式在收件方本国按各方最后已知地址投递三（3）天后视为送达。
- 23.7 Interplex 可随时单方面通过在 Interplex 集团的网站（<https://interplex.com/business-terms/>）上公布相关修改内容的方式修改本标准条款。
- 23.8 本协议应受英国法律管辖并按其解释，但不考虑其法律冲突原则。《联合国国际货物销售公约》不适用于本协议。由本协议引起的或与之相关的任何及所有争议，包括有关其存续、有效性或终止的任何问题，应根据仲裁启动时有有效的新加坡国际仲裁中心的仲裁规则，在新加坡提交仲裁并最终解决，前述仲裁规则应视为以援引的方式纳入第 23.8 条，但是：
- (a) Interplex 有权自行选择在新加坡法院启动法律程序，针对供应商提起实质索赔，和/或作为针对供应商的任何索赔或解纷的临时措施；
- (b) 如 Interplex 和/或供应商是一家在中华人民共和国注册成立的公司，Interplex 有权自行选择将因本协议引起的或与之相关的任何及所有争议提交上海国际经济贸易仲裁委员会/上海国际仲裁中心（“SHIAC”）按照 SHIAC 当时有效的仲裁规则进行仲裁（“SHIAC 仲裁”），仲裁地为中华人民共和国上海。尽管本协议有任何相反的规定，如 Interplex 行使其权利选择 SHIAC 仲裁，则本协议的管辖

anything to the contrary in this Agreement, if Interplex exercises its right to opt for SHIAC Arbitration, the governing law of this Agreement shall be the laws of the People's Republic of China.

- (c) This Clause 23.8 shall not in any way prevent a Party from pursuing specific performance or injunctive relief in a court of competent jurisdiction.

#### **24. LANGUAGE**

This Agreement is written in English and Chinese and both language versions are equally authoritative. If there is any conflict, inconsistency or discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.

法律应为中华人民共和国法律。

- (c) 第 23.8 条不应以任何方式阻止一方在有管辖权的法院寻求具体执行或禁令救济。

#### **24. 语言**

本协议以中、英文书写，中、英文版本具有同等法律效力。如本协议的中、英文版本存在任何冲突、不一致或差异的，以英文版本为准。