

Philips General Conditions of Purchase

飞利浦通用采购条款

1. Definitions

定义

In this document: (a) "Affiliate(s)" shall mean (i) in the case of Philips, Koninklijke Philips N.V. and (ii) in the case of Philips and Supplier: any and all other companies, firms and legal entities with respect to which now or hereafter Koninklijke Philips N.V. or Supplier respectively, directly or indirectly holds 50% or more of the nominal value of the issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity; in the case of Philips, the Affiliates of Philips may be listed for convenience purposes in the Eligible Buying Locations list <http://www.philips.com/about/company/businesses/suppliers/eb1.page> (b) "Agreement" shall mean the binding contract formed as described in Clause 2.1 herein; (c) "APAC" shall mean the Middle Eastern, Asian and other Pacific countries (d) "Goods" shall mean both tangible and intangible goods, including software and related documentation and packaging; (e) Intellectual Property Rights" (or "IPRs") shall mean patents, utility certificates, utility models, industrial design rights, copyrights, database rights, trade secrets, any protection offered by law to Information, semiconductor IC topography rights and all registrations, applications, renewals, extensions, combinations, divisions, continuations or reissues of any of the foregoing or which otherwise arises or is enforceable under the laws of any jurisdiction or any bi-lateral or multi-lateral treaty regime; (f) "LATAM" shall mean the Latin American countries, excluding Argentina; (g) "Personal Data" shall mean any and all information relating to an identified or identifiable individual, including but not limited to Philips current or former employees, employee family members, dependents or beneficiaries, customers, consumers, suppliers, business partners or contractors; (h) "Philips" shall mean the purchasing Affiliate of Koninklijke Philips N.V. identified in Philips' order and where applicable includes other Affiliates of Philips; (i) "Processing" shall mean any operation or set of operations performed or to be performed upon Personal Data, whether or not by automatic means, such as creation, access, collection, recording, organization, storage, loading, employing, adaptation or alteration, retrieval, consultation, displaying, use, disclosure, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (hereinafter also referred to as a verb "Process"); (j) "Open Source Software" shall mean (1) any software that requires as a condition of use, modification and/or distribution of such software, that such software: (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; (iii) may only be redistributed free from enforceable IPRs; and/or (2) any software that contains, is derived from, or statically or dynamically links to, any software specified under (1); (k) "Services" shall mean the services to be performed by Supplier for Philips under the Agreement; (l) "Supplier" shall mean each person or entity (including, where relevant, its Affiliates) that enters into the Agreement; (m) "Work Product" shall mean all 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 product or intermediate versions thereof produced or acquired by Supplier, its personnel or its agents for Philips in the performance of Services under the Agreement.

在本文中：(a) “关联方” (i) 对飞利浦而言，指皇家飞利浦有限公司（Koninklijke Philips N.V.），且 (ii) 对飞利浦和供应商而言，指目前或此后由皇家飞利浦有限公司或供应商直接或间接持有50%以上已发行股本、或50%以上股东大会表决权、或有权任命过半数以上董事、或能够以其他方式左右其活动的任何及全部其他公司、企业和法律实体；为便于查阅，对飞利浦而言，飞利浦的关联方可参见《合格购买地点清单》中列明的各方（<http://www.philips.com/about/company/businesses/suppliers/eb1.page>）。(b) “合约”指第2.1条所述具有拘束力之合约；(c) “亚太区”指中东、亚洲及其他太平洋国家；(d) “商品”兼指有形及无形商品，包括电脑软件及相关文件和包装。(e) “知识产权”（或“IPRs”）指专利、实用证书、实用新型、外观设计权、著作权、数据库权利、商业秘密、以法律形式提供给信息、半导体集成电路布图设计的任何保护，以及由上述任一项权利所注

册、申请、续展、延期、合并、分立、延续或者重新颁布而产生或引发的权利或具有管辖权的法律或双边或多边协议框架下可执行的权利；(f) “拉丁美洲”指拉丁美洲国家（不包括阿根廷）；(g) “个人信息”指任何及所有已识别或可识别个人的信息，该等个人包括但不限于飞利浦现有或先前员工、员工家庭成员、子女或受益人、客户、消费者、供应商、业务伙伴或分包商等；(h) “飞利浦”指飞利浦订单中标明的皇家飞利浦有限公司的关联方，且在适用情形下包括其他飞利浦关联方；(i) “处理”指对个人信息做出的或将要做出的操作或一系列的操作，无论是否是无意识的，比如创造、获取、收集、记录、组织、存储、下载、利用、改编或修改、检索、咨询、展示、使用、披露、传播或使其可获取、联合、组合、阻止、消除或毁灭（以下均称为“处理”）；(j) “开放源代码软件”指(1)任何需以下列条件始能使用、修改及/或散佈之软件：(i)以源代码形式披露或传播之软件；(ii)为制造衍生作品之目的而许可之软件；(iii)只能以不具有可执行的知识产权之形式重新发行之软件；及/或(2)包含第(1)条所述任何软件的、自该等软件衍生而来的、或与之存在静态或动态链接的任何软件；(k)“服务”指供应商依合约为飞利浦所提供之服务；(l)“供应商”指订立合约的每一自然人或法人（在适用时，包括其关联方）；(m)“产品”指供应商及其员工或代理人在合约项下制造或取得的所有交付物（包括未来交付物）以及其他数据、报告、工作成果、发明、专有技术、软件、改良物、设计、设备、装置、做法、制程、方法、草稿、原型、产品及其他工作成果或其半成品。

2. Formation of the Agreement

合约的成立

2.1. These General Conditions of Purchase, together with the relevant Purchase Order issued by Philips, set forth the terms under which Philips' offers to purchase Goods and/or Services from Supplier. When Supplier accepts Philips' offer, either by acknowledgement, delivery of any Goods and/or commencement of performance of any Services, a binding contract shall be formed. Such Agreement is limited to these General Conditions of Purchase as specified on the face and reverse of this document, the relevant Purchase Order and any attachments. Philips does not agree to any proposed amendment, alteration, or addition by Supplier. The Agreement can be varied only in writing signed by Philips. Any other statement or writing of Supplier shall not alter, add to, or otherwise affect the Agreement.

本通用采购条款以及飞利浦出具的相关订单规定了飞利浦向供应商业约采购商品和/或服务的条款。当供应商以确认、交付任何商品和/或服务或开始履行任何服务之方式接受飞利浦之要约时，一个具有拘束力之合约即已有效成立。该合约受限于本文所述通用采购条款、相关订单及任何附件之规定。飞利浦不接受供应商拟定的任何修订、变更或补充。合约唯有经飞利浦书面签署方可变更。供应商不得以任何其他声明或书面文件变更、补充或以其他方式影响合约。

2.2. Philips is not bound by and hereby expressly rejects Supplier's general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier. Course of performance, course of dealing, and usage of trade shall not be applied to modify these General Conditions of Purchase.

飞利浦明文拒绝在供应商之计划、报价、价格单、确认、发票、装箱单或类似物品上出现之供应商通用销售条款，且不受其拘束。交易方式及行为变更不得影响本通用采购条款。

2.3. All costs incurred by Supplier in preparing and submitting any acceptance of Philips' offer shall be for the account of Supplier.

供应商应自行承担所有因准备及提出对飞利浦要约之接受所产生之成本及费用。

3. Time of the Essence

遵守时间规定之必要

Time is of the essence and all dates referred to in the Agreement shall be firm. In the event that Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Agreement, Supplier shall promptly notify Philips in writing.

时间至关重要且供应商应严格遵守合约规定的全部日期。若供应商预计按合约规定的任何交货日期交货或履行其他义务有任何困难，应立即以书面通知飞利浦。

4. Delivery of Goods

商品交付

4.1. Unless expressly agreed otherwise in writing, all Goods shall be delivered FCA (named port or place of departure) except that maritime transport shall be delivered FOB (named port of shipment) (as defined in the Incoterms 2010) final destination determined by Philips.

除非另有明确书面约定，全部商品应按照FCA（指定港或起运地）方式交付（海运应按照FOB（指定装运港）方式）交付至飞利浦指定的最终目的地。（上文术语见《2010年国际贸易术语解释通则》定义）。

4.2. Delivery shall be completed as per the applicable Incoterm, but this shall not constitute acceptance of the Goods.

交付应根据适用《2010年国际贸易术语解释通则》的规定完成，但并不构成飞利浦对商品的受领。

4.3. Supplier shall, concurrently with the delivery of the Goods, provide Philips with copies of all applicable licenses. Each delivery of Goods to Philips shall include a packing list which contains at least (i) the applicable order number, (ii) the Philips part number, (iii) the quantity shipped, and (iv) the date of shipment.

供应商于交付商品同时，应向飞利浦提供全部相关证书。每次向飞利浦交付商品时，应附有装箱单，至少包括下列内容：（i）订单编号，（ii）飞利浦商品/零件编号，（iii）装运数量及（iv）装运日期。

4.4. Supplier shall make no partial delivery or delivery before the agreed delivery date(s). Philips reserves the right to refuse delivery of Goods and return same at Supplier's risk and expense if Supplier defaults in the manner and time of delivery or in the rate of shipment. Philips shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Goods, prior to delivery in accordance with the Agreement.

供应商不得分批交货或在约定的交货日期前交货。供应商未依约定之方式和时间或运输费率交货时，飞利浦得拒绝接受商品交货并将该商品退回给供应商，由此产生的风险及费用由供应商自行承担。飞利浦在供应商依合约规定完成交付前，不承担任何供应商其因商品之生产、安装、组装或任何其他作业所发生之任何成本及费用。

4.5. Any design, manufacturing, installation or other work to be performed by or on behalf of Supplier under the Agreement shall be executed with good workmanship and using proper materials.

合约项下应由供应商履行或由他人代其履行之任何设计、制造、安装或其他工作应以良好之制造技术及适当之材料为之。

4.6. Supplier shall pack, mark and ship the Goods in accordance with sound commercial practices and Philips' specifications in such manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for Philips. Notwithstanding the provisions of the applicable Incoterms, Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package, handle (before delivery as per the applicable Incoterm) or pack the Goods; Philips shall not be required to assert any claims for such loss or damage against the common carrier involved.

供应商应依良好之行业惯例及飞利浦之规范包装、标示规定运送商品，以避免商品在运送途中发生损害，并方便商品装卸、处理及仓储。全部商品应清楚标示为交付飞利浦之商品。尽管《2010年国际贸易术语解释通则》作出相关规定，若供应商未能妥善保存、包装、运送（在根据适用的《2010年国际贸易术语解释通则》规定交付前）或堆放商品，则供应商应自行负责由此产生的任何损失或损害。飞利浦不需负责向运送人提出损害赔偿之请求。

5. Changes to Goods

商品变更

Supplier shall not, without prior written consent of Philips, make any changes affecting Goods, including process or design changes, changes to manufacturing processes (including geographic location) changes affecting electrical performance, mechanical form or fit, function, environmental compatibility, chemical characteristics, life, reliability or quality of Goods or changes that could have significant impact upon Supplier's quality system.

未经飞利浦事先书面同意，供应商不得作出任何影响商品之变更，包括加工或设计变更、制造工艺（含地理位置）变更、影响商品的电气性能、机械形式、尺寸或功能、环境兼容性、化学特性、寿命、可靠性或质量的变更或可能对供应商的质量体系产品重大影响的变更。

6. Inspection, Testing, Rejection of Goods

商品检验、检测及拒绝受领

6.1. Inspection, testing of or payment for the Goods by Philips shall not constitute acceptance. Inspection or acceptance of or payment for the Goods by Philips shall not release Supplier from any of its obligations, representations or warranties under the Agreement.

飞利浦检验、测试供应商所交付之商品或为之付款，不构成对商品之受领。飞利浦对商品检验、受领或付款亦不免除供应商在合约项下应承担之任何义务、声明或保证责任。

6.2. Philips may, at any time, inspect the Goods or the manufacturing process for the Goods. If any inspection or test by Philips is made on the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of Philips's inspection personnel.

飞利浦可随时检验商品或其制程流程。若飞利浦于供应商之场所进行任何检验或测试，供应商应为飞利浦检测人员之安全及便利提供适当之设施与协助。

6.3. If Philips does not accept any of the Goods, Philips shall promptly notify Supplier of such rejection, and Clause 11 below shall apply. Within two (2) weeks from such notification, Supplier shall collect the Goods from Philips at its own expense. If Supplier does not collect the Goods within said two (2) week period, Philips may have the Goods delivered to Supplier at Supplier's cost, or with the Supplier's prior consent destroy the Goods, without prejudice to any other right or remedy Philips may have under the Agreement or at law. Goods not accepted but already paid by Philips shall be reimbursed by Supplier to Philips and Philips shall have no payment obligation for any Good not accepted by Philips.

若飞利浦拒绝受领任何商品，将立即通知供应商，并依以下第11条之规定办理。在前述通知二（2）周内，供应商应至飞利浦处取回商品（成本由其自行承担）。若供应商未能在二（2）周内取回商品，飞利浦得将该商品退还供应商，费用由供应商承担，或经供应商事先同意而销毁商物，且不影响飞利浦依合约或法律可享受的任何其他权利或救济。拒绝受领但飞利浦已付款的商品应由供应商向飞利浦退款，且飞利浦无义务为其拒绝受领的任何商品付款。

6.4. If, as a result of sampling inspection, any portion of a lot or shipment of like or similar items is found not to conform to the Agreement, Philips may reject and return the entire shipment or lot without further inspection or, at its option, complete inspection of all items in the shipment or lot, reject and return any or all nonconforming units (or accept them at a reduced price) and charge Supplier the cost of such inspection.

若取样检测结果显示装运的整批商品的任何部分不符合合约规格要求，飞利浦有权拒绝并退回整批货物而不需要进行进一步的检测，或选择完成该批次所有商品之检测，拒绝及退回任何或全部不符合规格要求之商品（或减价接受不符合规格要求之商品），并向供应商收取检测之费用。

7. Performance of Services

服务履行

7.1. Supplier shall perform the Services with due skill and care, using the proper materials and employing sufficiently qualified staff.

供应商应以适当之技能及善良管理人之注意义务履行服务，且应使用适当的材料并雇用足以适任的人员。

7.2. Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted in connection with the Services.

若供应商为履行服务而与第三人发生合同关系，供应商应就任何及所有该等第三人之作为和不作为对飞利浦负全部责任。

7.3. Only written confirmation by Philips shall constitute acceptance of the Services performed. If Philips does not accept the Service and/or Work Product(s), Clause 11 below shall apply. Philips shall promptly notify Supplier of such rejection, and Supplier will, at its own expense, carry out the necessary corrections, additions and modifications reasonably requested by Philips in writing within thirty (30) days of such notification.

唯飞利浦的书面确认方构成飞利浦对供应商所提供服务之受领。如飞利浦拒绝接受服务和/或产品，则适用下述第11条。飞利浦应将该等拒绝及时通知供应商，且供应商应当在飞利浦发出该等书面通知后的三十（30）日内根据飞利浦的合理要求采取必要的改正、增加以及修正措施，前述措施的费用均由供应商自行承担。

8. Prices; Payment

价格; 付款

8.1. Unless provided otherwise in the Purchase Order, title in the Goods shall pass to Philips at the time risk is transferred to Philips pursuant to the applicable Incoterm.

除非订单另行规定，商品所有权自风险依适用《2010年国际贸易术语解释通则》规定转移给飞利浦时起同时转移给飞利浦。

8.2. All prices quoted in the Agreement shall be fixed prices. Supplier warrants that such prices are not in excess of the lowest prices charged by Supplier to other similarly situated customers for similar quantities of Goods or Services of like kind and quality.

合约中所载之所有价格皆应为固定价格。供应商保证上述价格不超过供应商于类似供货数量或服务及品质条件下给予其他条件类似之顾客之最低价格。

8.3. (i) All prices are gross amounts but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax only. (ii) If the transactions as described in the Agreement are subject to any applicable VAT, sales tax, GST, consumption tax or any other similar tax, Supplier may charge VAT, sales tax, GST, consumption tax or any other similar tax to Philips, which shall be paid by Philips in addition to the prices quoted. Supplier is responsible for paying any applicable VAT, sales tax, GST, consumption tax or any other similar tax to the appropriate (tax) authorities. At or after the time delivery has been completed as per Clause 4.2 but ultimately within six months from delivery, Supplier shall issue an invoice meeting all applicable legal and fiscal requirements and which shall contain: (i) the Philips purchase order number, and (ii) wording that shall allow Philips to take advantage of any applicable "input" tax deduction. In addition, Supplier shall inform Philips whether Philips is allowed to apply for an exemption if and to the extent allowed under applicable law in such specific situation.

(i) 采购价格均为总金额，但不包含增值税、销售税、商品服务税、消费税或任何其他类似税费。

(ii) 若合约中约定的交易须缴纳任何相关增值税、销售税、商品服务税、消费税或其他类似税费，供应商可向飞利浦收取增值税、销售税、商品服务税、消费税或其他类似税费（如除价格外，飞利浦应另行支付该等增值税、销售税、商品服务税、消费税或其他类似税费）。供应商应负责向相关

税务机关缴纳任何适用的增值税、销售税、商品服务税、消费税或其他类似税费。根据第4.2条完成交付的当时或此后（但最晚不迟于交付后六个月内），供应商应出具符合一切相关法律和财务要求的发票，并于发票上注明：(i)飞利浦订单编号；和(ii)使飞利浦能够享有任何相关税费扣抵的说明。供应商并应告知飞利浦在上述具体情形下飞利浦是否可申请税收豁免。

8.4. Any license fees shall be included in the price.

价格均应包括任何许可费用。

8.5. Subject to the acceptance of the Goods, Services and/or Work Product by Philips, and unless provided otherwise in the Purchase Order, payment shall be made as follows: (a) if the Philips ordering entity is located in EU, within sixty (60) days from receipt of the correct invoice; or (b) if the Philips ordering entity is located in APAC or LATAM (except for Argentina), within ninety five (95) days from the end of the month of the receipt of the correct invoice in accordance with 8.3 in the proper form; or (c) if the Philips ordering entity is located in another part of the world or Argentina, within sixty five (65) days from the end of the month of the receipt of the correct invoice in accordance with 8.3 in the proper form.

在飞利浦受领商品、服务和/或产品的前提下，且除非订单另有规定，付款应按下述方式支付：(a) 若下订单的飞利浦公司位于欧盟地区，则自收到正确发票后六十（60）日内；或(b)如下订单的飞利浦公司位于亚太区或拉丁美洲（阿根廷除外），则在收悉根据第8.3条以适当形式出具的正确发票之当月结束后的九十五（95）天内付款；或(c)若下订单的飞利浦公司位于全球其他地区或阿根廷，则在收悉根据第8.3条以适当形式出具的正确发票当月结束后六十五（65）天内付款。

8.6. If Supplier fails to fulfill any of its obligations under the Agreement, Philips may suspend payment to Supplier upon notice to Supplier.

若供应商不能完成其在合约项下的任何义务，则在通知供应商后，飞利浦可暂不向其付款。

8.7. Supplier hereby unconditionally accepts that Philips and any of its Affiliates shall at all times have the right to set-off any amounts that any Philips and/or its Affiliate owes to Supplier or its Affiliates under this Agreement with any amounts that Supplier or its Affiliates owes to any Philips or its Affiliates under the Agreement or any other agreement.

供应商特此无条件地接受飞利浦及其任何关联方应始终有权以供应商或其关联方在合约或任何其他协议项下应向任何飞利浦和/或其关联方支付的任何款项，抵销任何飞利浦或其关联方在合约项下应向供应商或其关联方支付的任何款项。

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

供应商确认并同意任何应由飞利浦向供应商支付的任何款项，可由飞利浦关联方和/或飞利浦指定之第三方代飞利浦给付。供应商应视该等给付如同飞利浦所为之给付，且飞利浦向供应商付款之义务因于该等法人或第三方支付该等款项的同时当然履行完毕并解除。

9. Warranty

保证

9.1. Supplier represents and warrants to Philips that all Goods and/or Work Product(s):

供应商向飞利浦声明并保证所有商品和/或产品：

(a) are suitable for the intended purpose and shall be new, merchantable, of good quality and free from all defects in design, materials, construction and workmanship;

皆适用于预期之用途，且皆为新品、具备适销性、具有良好之品质，不存在设计、材料、制造

和工艺上之瑕疵；

- (b) strictly comply with the specifications, approved samples and all other requirements under the Agreement;

均严格符合规格、经飞利浦认可之样品及合约项下的一切其他要求；

- (c) are delivered with all required licenses which shall remain valid and in place, and with the scope to properly cover the intended use. Furthermore, all such licenses shall include the right to transfer and the right to grant sublicenses;

交付时应一并提供所有必要的许可，该等许可应当均已获得并维持有效，且其范围应适当地涵盖预期使用范围。此外，所有许可应包括转让许可及分许可之权利；

- (d) shall be free from any and all liens and encumbrances;

应无任何及全部留置权或其他权利负担；

- (e) have been designed, manufactured and delivered in compliance with all applicable laws (including labor laws), regulations, EC Directive 2001/95 on General Product Safety and the then current Supplier Sustainability Declaration which can be found at: http://www.philips.com/shared/assets/company_profile/downloads/EICC-Philips-Supplier-Sustainability-Declaration.pdf.

所有产品之设计、制造和交付均应符合相关法律法规（包括劳动法律法规）、欧盟关于一般商品安全之指令 2001/95 (EC Directive 2001/95 on General Product Safety)及届时有效的《供应商可持续发展宣言》（查阅《供应商可持续发展宣言》，请访问：http://www.philips.com/shared/assets/Downloadablefile/sustainabilitydownloads/EICC_Philips_Supplier_Sustainability_Declaration_September_2009.pdf）；

- (f) are provided with and accompanied by all information and instructions necessary for proper and safe use; including all its packaging and components supplied to Philips comply with the Regulated Substances List (RSL), which can be found at: <http://www.philips.com/shared/global/assets/Sustainability/rsl.pdf> or will be sent to Supplier upon its first written request. Supplier shall furnish to Philips any information required to enable Philips to comply with such laws, rules, and regulations in its use of the Goods and Services. Supplier agrees that, upon request of Philips, it shall register and use BOMcheck (www.bomcheck.net) to make substance compliance declarations including ROHS, REACH and other applicable regulatory requirements by making declarations in BOMcheck to fully comply with the Philips RSL, unless otherwise agreed with Philips. Supplier will also adhere to future RSL changes following notification from BOMcheck or other non- registered correspondence and is and will be fully compliant with the updated Philips RSL within 3 months of receiving the notification, unless otherwise agreed with Philips. Philips may reject deliveries that do not comply with these requirements; and

交付时应附有正确安全使用之说明书及信息；提供给飞利浦的商品和/或产品（包括其全部包装及组件）符合《物质管控清单》（“物质管控清单”）（查阅该清单，请访问：<http://www.philips.com/shared/global/assets/Sustainability/rsl.pdf>，或在提出首次要求后，发送给供应商）。供应商应向飞利浦提供任何所需信息，以使飞利浦对商品和服务的使用遵守上述法律、法规和规定。供应商同意，除非飞利浦另行同意，在飞利浦提出要求时，其应注册并使用物质申明网站数据库（www.bomcheck.net），通过在物质申明网站数据库中作出物质合规声明，包括关于遵守《电气、电子设备中限制使用某些有害物质指令》(ROHS)、《关于化学品注册、评估、许可和限制法案》(REACH)和其他相关监管要求的声明，从而充分遵守飞利浦物质管控清单；在获得物质申明网站数据库通知或其他非注册通讯后，供应商亦将遵守物质管控清单的进一步变更，且其现在及此后将在收到通知后三个月内充分遵守更新的飞利浦物质管控清单，但飞利浦另行同意的除外；飞利浦可拒绝受领不符合上述要求的交付；以及

- (g) will be accompanied by written and detailed specifications of the composition and characteristics, to enable Philips to transport, store, process, use and dispose of such Goods and/or Work Product safely and in compliance with law.

交付时应附有有关成份和特性的书面详细规格，以使飞利浦能以安全、合法之方式运输、贮存、处理、使用及处分该商品和/或产品。

9.2. These warranties are not exhaustive and shall not be deemed to exclude any warranties set by law, Supplier's standard warranties or other rights or warranties which Philips may be entitled to. These warranties shall survive any delivery, inspection, acceptance, payment or resale of the Goods, and shall extend to Philips and its customers.

上文并未穷尽列举全部保证且上述保证不得视为排除任何法定保证、供应商之标准保证条款及飞利浦可能有权享受的其他权利或保证。上述保证应于商品交付、检测、验收、付款或转售后继续有效，且及于飞利浦及其顾客。

9.3. Without prejudice to any other rights accruing under the Agreement or law, the warranties set forth in Article 9.1 will subsist for a period of thirty-six (36) months from the date of delivery as per Clause 4.2, or such other period as agreed in the Agreement (the "Warranty Term"). Goods repaired or replaced within the Warranty Term are warranted for the remainder of the original Warranty Term of said Goods, or twelve (12) months following the delivery date of such repaired or replaced Goods, whichever is longer.

在不损害其依合约或法律可享有的任何其他权利或救济的前提下，第9.1条所述各项保证应在自根据第4.2条交付之日起三十六（36）个月或合约规定的其他期限（“保证期”）内有效。在保证期内维修或替换的商品在上述商品的原保证期剩余期限、或维修或替换商品交付之日起十二（12）个月（以二者中期限较长者为准）内受保。

10. Open Source Software Warranty

开放源代码软件保证

Unless the inclusion of Open Source Software is specifically authorized in writing by duly authorized officers of Philips and unless otherwise stated in the Agreement, Supplier represents and warrants that the Goods do not include any portion of any Open Source Software.

除非飞利浦的正式授权人员明确书面作出授权开放源代码软件且除非合约另有规定，供应商声明并保证商品不包括任何开放源代码软件。

11. Non-conformity

不符合要求

11.1. If any Goods, Services or Work Products are defective, latent or otherwise do not conform to the requirements of the Agreement, Philips shall notify Supplier and may, without prejudice to any other right or remedy available to it under the Agreement or at law, at its sole discretion:

若任何商品、服务或产品有瑕疵、潜在隐患或因其他原因不符合合约要求，在不损害其依合约或法律可享有的任何其他权利或救济的前提下，飞利浦应通知供应商并有权自行决定选择：

- (a) require performance by Supplier;
要求供应商履行合约；
- (b) require delivery of substitute Goods or Work Products;
要求交付替换商品或产品；
- (c) require Supplier to remedy the lack of conformity by repair;
要求供应商通过修理补救不符合合约要求之处；
- (d) declare the contract rescinded; or
声明解除合同；或
- (e) reduce the price in the same proportion as the value of the Goods or Services actually delivered, even if that results in a full refund of the price paid to Supplier.
根据实际交付的商品或服务的价值以相应比例降低价格，即使这将导致供应商全额退还已向其支付之款项。

11.2. Supplier shall bear all cost of repair, replacement and transportation of the nonconforming Goods, and shall reimburse Philips in respect of all costs and expenses (including, without limitation, inspection, handling and storage costs) reasonably incurred by Philips in connection therewith.

供应商应承担不符合要求商品的全部修理、替换及运输成本及费用，并赔偿飞利浦因此所产生之全部合理成本及费用(包括但不限于检验、处理及仓储成本及费用)。

11.3. Risk in relation to the nonconforming Goods shall pass to Supplier upon the date of notification thereof.

不符合要求之商品之风险负担将于飞利浦发出通知之日起移转予供应商。

12. Ownership and Intellectual Property

所有权和知识产权

12.1. All machinery, tools, drawings, specifications, raw materials and any other property or materials furnished to Supplier by or for Philips, or paid for by Philips, for use in the performance of the Agreement, shall be and remain the sole exclusive property of Philips and shall not be furnished to any third party without Philips' prior written consent, and all information with respect thereto shall be confidential and proprietary information of Philips. In addition, any and all of the foregoing shall be used solely for the purpose of fulfilling orders from Philips, shall be marked as owned by Philips, shall be held at Supplier's risk, shall be kept in good condition and, if necessary, shall be replaced by Supplier at Supplier's expense, shall be subject to periodic inventory check by Supplier as reasonably requested from time to time by Philips, and shall be returned promptly upon Philips' first request. Except as otherwise expressly agreed in writing, Supplier agrees to furnish at its own expense all machinery, tools, and raw materials necessary to perform its obligations under the Agreement.

由飞利浦提供或他人代其提供给供应商、或由飞利浦付款以供履行合约之目的使用的全部机器、工具、绘图、规格、原物料及任何其他物品或材料，其所有权应始终归飞利浦单独拥有。非经飞利浦事先书面同意不得提供予任何第三人。有关上述各项的全部信息均属飞利浦之机密及专属信息。此外，任何及全部上述物品应仅用于履行飞利浦之订单，且应标示为飞利浦所有，并应由供应商负责妥善保管（在必要时自费进行更换）并承担相关风险，应按照飞利浦不时提出的合理要求由供应商进行定期盘点，且应于飞利浦首次提出要求时，由供应商立即归还予飞利浦。除非另行明确书面约定，供应商同意自费提供履行其在合约项下义务所需之全部机器、工具及原材料。

12.2. Supplier represents and warrants to Philips that the Goods and Services do not and shall not, alone or in any combination, infringe or violate any third party (including Supplier's employees and subcontractors) IPRs.

供应商向飞利浦声明并保证商品及服务本身或其任何组合未曾且不会侵害或违反任何第三人(包括供应商之员工及分包商)之知识产权。

12.3. The purchase of the Goods and/or Services shall confer on Philips and its Affiliates an irrevocable, world-wide, royalty-free and fully paid up, non-exclusive and perpetual license under all IPRs owned or controlled, directly or indirectly, by Supplier to use, make, have made, build-in, have built-in, market, sell, lease, license, distribute and/or otherwise dispose of the Goods and/or Services, including but not limited to machinery, tools, drawings, designs, software, demos, moulds, specifications or pieces.

对产品和/或服务的购买将由供应商授予飞利浦及其关联公司一项供应商拥有或控制（直接或间接地）的所有知识产权项下不可撤销、全球范围内、免许可使用费、非排他性及永久的许可权，用于对该产品和/或服务进行使用、制造、委托制造、嵌入、委托嵌入、市场营销、销售、租赁、许可、分销和/或以其它方式进行处置，包括但不限于机械、工具、图纸、设计、软件、样本、模具、规格或零件。

12.4. Philips shall retain all rights in any samples, data, works, materials and intellectual and other property provided by Philips to Supplier. All rights in and titles to the Work Product shall become Philips'

property. Supplier shall execute and deliver any documents and do such things as may be necessary or desirable in order to carry into effect the provisions of this Clause 12.4.

飞利浦提供予供应商的任何样品、数据、工作成果、材料、知识产权及其他财产所包含的一切权利仍归飞利浦所有。一切产品的权利和所有权应归飞利浦所有。供应商应签署并交付任何必要或适宜的文件并履行必要或适宜的任何事项以实现本第12.4条之约定。

12.5. Supplier shall not have any right, title or interest in or to any of Philips' samples, data, works, materials, trademarks and intellectual and other property nor shall the supply of Goods and/or Services alone or in any combination, or the supply of packaging containing Philips' trademarks or trade names give Supplier any right or title to these or similar trademarks or trade names. Supplier shall not use any trademark, trade name or other indication in relation to the Goods or Services alone or in any combination without Philips' prior written approval and any use of any trademark, trade name or other indication as authorized by Philips shall be strictly in accordance with the instructions of and for the purposes specified by Philips.

供应商对飞利浦的任何样品、资料、工作成果、材料、商标及知识产权和其他财产不享有任何权利、所有权或权益。提供商品及/或服务本身或其任何结合物的行为、或提供标有飞利浦商标或商号的包装的行为并不授予供应商有关前述或类似商标或商号的任何权利或所有权。非经飞利浦之事先书面同意，供应商不得在与商品或服务本身或其任何结合物相关时使用任何商标、商号或其他标识，且若供应商经飞利浦授权使用其任何商标、商号或其他标识，亦应严格遵循飞利浦之指示并在授权之特定范围内使用。

12.6. Supplier shall not, without Philips' prior written consent, publicly make any reference to Philips, whether in press releases, advertisements, sales literature or otherwise.

非经飞利浦之事先书面同意，供应商不得在新闻发布、广告、销售宣传或其他材料中提及飞利浦。

13. Intellectual Property Indemnification

知识产权赔偿

13.1. Supplier shall indemnify and hold harmless Philips, its Affiliates, agents and employees and any person selling or using any of Philips' products in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Goods or Services alone or in any combination or their use infringes any third party IPRs, or, if so directed by Philips, shall defend any such claim at Supplier's own expense.

若任何第三人主张任何商品或服务本身或其任何组合或其使用侵犯他人的任何第三方知识产权，供应商应赔偿飞利浦、其关联方、代理人、员工及销售或使用任何飞利浦产品的任何人因此面临的任何及全部索赔、损害、成本及费用(包括但不限于利润损失及合理的律师费用) 并使其免受损害，或依飞利浦的指示，应就任何上述索赔进行抗辩并负担相关费用。

13.2. Philips shall give Supplier prompt written notice of any such claim, provided, however, any delay in notice shall not relieve Supplier of its obligations hereunder except to the extent it is prejudiced by such delay. Supplier shall provide all assistance in connection with any such claim as Philips may reasonably require.

飞利浦将任何前述索赔及时书面通知供应商；但在供应商受上述迟延不良影响的范围外，通知迟延不应免除供应商在本规定项下的义务。当飞利浦提出合理请求时，供应商应提供全部相关协助。

13.3. If any Goods or Services alone or in any combination, supplied under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall, as directed by Philips, but at its own expense: either

若供应商依合约供应的任何商品或服务本身或其任何组合构成侵权或被禁止使用，供应商应依飞利浦之指示自费，

- (a) procure for Philips or customers the right to continue using the Goods or Services alone or in any combination; or
为飞利浦或其客户取得继续使用商品或服务本身或其任何组合之权利，或
- (b) replace or modify the Goods or Services alone or in any combination with a functional, non-infringing equivalent.
更换或修改商品或服务本身或其任何组合，使其具有同等功能但不构成侵权。

13.4. If Supplier is unable either to procure for Philips the right to continue to use the Goods or Services alone or in any combination or to replace or modify the Goods or Services alone or in any combination in accordance with the above, Philips may terminate the Agreement and upon such termination, Supplier shall reimburse to Philips the price paid, without prejudice to Supplier's obligation to indemnify Philips as set forth herein.

若供应商无法依前述二种方式处理，飞利浦有权解除合约。且终止后，供应商应偿还飞利浦已付的金额，且不减免供应商依合约所应负之赔偿义务。

14. Indemnification

赔偿

Supplier shall indemnify and hold harmless Philips, its Affiliates, agents and employees and anyone selling or using any of Philips' products, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages), whether arising before or after completion of the delivery of the Goods or performance of the Services covered by the Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Goods, Services or any other information furnished by Supplier to Philips under the Agreement.

对于因供应商、或依其指示或受其控制或代其行事的任何人与合约规定由供应商提供给飞利浦的商品、服务或其他任何信息有关的作为、不作为、过错、违反明示或暗示之保证、违反合约任何条款或过失（无论在合约所述商品或服务的交付或履行完成之前或之后）而以任何方式导致或据称因此导致的全部讼案、诉讼、法律或行政程序、索赔、要求、损害、案件、责任、利息、律师费及其他种类或性质的费用（包括但不限于特别、间接、附带及衍生损害）而言，供应商应向飞利浦、其关联方、代理人、员工及销售或使用任何飞利浦产品的任何人提供赔偿并使其免受损害。

15. Compliance with Laws

遵守法律

Supplier shall at all times comply with all laws, rules, regulations, and ordinances applicable to the Agreement, including, but not limited to, all fair labor, equal opportunity, and environmental compliance laws, rules, regulations, and ordinances. Supplier shall furnish to Philips any information required to enable Philips to comply with any applicable laws, rules, and regulations in its use of the Goods and Services. If Supplier is a person or legal entity doing business in the United States, and the Goods and/or Services are sold to Philips under federal contract or subcontract, all applicable procurement regulations required by federal statute or regulation to be inserted in contracts or subcontracts are hereby incorporated by reference. Additionally, if Supplier is a person or legal entity doing business in the United States, the Equal Employment Opportunity Clauses set forth in 41 Code of Federal Regulations, Chapters 60-1.4, 60-250.5, and 60-741.5, are hereby incorporated by reference.

供应商应始终遵守适用于合约的全部法律、法规、规定和法令，包括但不限于全部与公平就业、机会均等、环境合规相关的法律、法规、规定和法令。供应商应向飞利浦提供任何所需信息，以使飞利浦于使用商品或服务时能够遵守任何适用法律、法规和规定。若供应商为在美国营业之个人或法人，且依美国联邦法律规定之合同或分包合同销售商品或服务给飞利浦，则联邦法律所要求的全部

相关采购规定或并入合同或分包合同的规定将特此经援引成为本条款的一部分。此外，若供应商为在美国营业之个人或法人，41号美国联邦法律第60-1.4章、第60-250.5章、第60-741.5章所述公平就业条款特此经援引成为本条款的一部分。

16. Personal Data

个人信息

16.1. Where Supplier in the performance of the Agreement Processes Personal Data , then Supplier agrees and warrants that Supplier shall:

若供应商在履行合约过程中处理个人信息，则供应商同意并保证其应：

- (a) comply with all privacy and data protection law and regulations applicable to its Services, 遵守适用于服务的全部隐私和数据保护法律法规；
- (b) Process Personal Data only (i) on behalf of and for the benefit of Philips, (ii) in accordance with Philips' instructions, and (iii) for the purposes authorized by this Agreement or otherwise by Philips, and (iv) insofar necessary for the Services rendered to Philips and as permitted or required by law; 仅在(i)代表飞利浦并为飞利浦之利益, (ii)遵循飞利浦之指示, 和(iii)为合约或飞利浦授权之目的, 以及(iv)向飞利浦提供服务所需范围内且在法律允许或要求的范围内处理个人信息；
- (c) maintain the security, confidentiality, integrity and availability of the Personal Data; 维持个人信息安全、保密、完整以及可使用；
- (d) implement and maintain appropriate technical, physical, organizational and administrative security measures, procedures, practices and other safeguards to protect the Personal Data against (i) anticipatable threats or hazards to its security and integrity; and (ii) loss, unauthorized access to, or acquisition or use of or unlawful Processing; and 实施并维持适当的技术、物理、组织和行政安全措施、流程、做法以及其他保障措施，以保护个人信息，防止(i)对于安全性和完整性可预期的威胁或危害, 和(ii)丢失、未经授权接触或获取或使用, 或非法处理；以及
- (e) promptly inform Philips of any actual or suspected security incident involving the Personal Data. 及时通知飞利浦涉及个人信息的任何发生或潜在的安全事故。

16.2. To the extent that Supplier allows a (sub)contractor to Process the Personal Data, Supplier shall ensure that it binds such (sub)contractor to obligations which provide a similar level of protection, but in no way less restrictive, as this Clause 16.

若供应商允许承包商/分包商处理个人信息，则供应商应确保其约束该承包商/分包商，使其承担与本第16条所提供的保护程度相似但不低于本第16条的保密义务。

16.3. Supplier shall, upon the termination of the Agreement, securely erase or destroy all records or documents containing the Personal Data. Supplier accepts and confirms that it is solely liable for any unauthorized or illegal Processing or loss of the Personal Data, if Supplier fails to erase or destroy the Personal Data upon termination of the Agreement.

供应商应在合约终止后，以安全的方式清除或销毁包含个人信息的全部记录或文件。供应商同意并确认，若其在合约终止后未能清除或销毁个人信息，其将对任何未经授权或非法处理个人信息或丢失个人信息的情形承担全部责任。

16.4 Supplier shall indemnify and hold harmless Philips, their officers, agents and personnel from any damages, fines, losses and claims arising out of a breach of Clauses 16.1, 16.2 and 16.3.

对于因第16.1条、第16.2条、第16.3条产生的任何损害、罚款、损失和索赔，供应商应向飞利浦及其管理人员、代理人 and 员工提供赔偿并使其免受损害。

17. Export Controls Compliance

出口管制合规

17.1 Supplier agrees and warrants that it will comply with all applicable international and national export control laws and regulations and it will 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 license or other governmental approval, without first obtaining such license or approval.

供应商同意并保证，其将遵守所有适用的国际、国内出口管制法律法规，且对于欧盟或美国或任何其他国家要求持有出口许可或其他政府批文方能对其出口的任何国家，其不会在未获得该等许可或批文的情况下直接或间接向上述国家出口或再出口任何信息、物品、软件和/或技术。

17.2 Supplier agrees to inform Philips in writing whether or not the supplied information, goods, software and/or technology is US controlled and/or controlled under the export control laws of its own country, and if so, Supplier will inform Philips about the extent of the restrictions (including but not limited to export control legal jurisdiction, export control classification numbers, export control licenses and/or CCATS as applicable).

供应商同意书面通知飞利浦其所提供的信息、物品、软件和/或技术是否受美国及/或其原属国的出口管制法律管制，且若受到管制，供应商将告知飞利浦上述管制的范围（包括但不限于受出口管制的法域、出口管制分类号、出口管制许可和/或商品分类自动跟踪系统（CCATS），如适用）。

17.3 Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide Philips with all information required to enable Philips and its customers to comply with such laws and regulations.

供应商应取得所有适用出口管制法律及法规所要求的一切国际及国家出口许可或类似许可，并向飞利浦提供必要信息以使飞利浦及其客户能遵循该等法律法规。

17.4 Supplier agrees to indemnify and hold Philips harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which Philips may incur due to Supplier's non-compliance with applicable laws, rules and regulations. Supplier agrees to notify Philips promptly of Supplier's receipt of any such notice of a violation of any export control related law, rule or regulation, which may affect Philips.

供应商同意，就飞利浦可能因供应商不遵守适用法律、法规和规定而产生的索赔、责任、罚款、罚没及相关成本和开支（包括律师费）向飞利浦提供赔偿并使其免受损害。供应商同意，及时通知飞利浦由供应商收悉的有关其违反任何相关出口管制法律、法规或规定且可能影响飞利浦的任何通知。

18. Customs Compliance

海关合规

18.1 On an annual basis, or upon earlier request of Philips, Supplier shall provide Philips with a supplier declaration of origin in relation to the Goods sufficient to satisfy the requirements of (i) the customs authorities of the country of receipt, and (ii) any applicable export licensing regulations, including those of the United States. In particular, the declaration should explicitly mention whether the Goods, or part thereof, have been produced in the United States or originate in the United States. Dual-use Goods, or otherwise classified Goods supplied by Supplier should be clearly identified by their classification code.

供应商应每年或依飞利浦提出的更早要求，供应商应提供给飞利浦适当之证明书证明商品产地，以满足：(i) 进口国海关机关，和(ii) 任何相关出口许可法规（包括美国法规）的要求。特别是，声明应明确说明商品或其部分是否曾在美国生产或原产于美国。供应商所提供的双重用途商品或属于其他分类的商品应通过其分类号予以明示。

18.2 For all Goods that qualify for application of Regional or Free Trade Agreements, General Systems of Preference or other preferential arrangements, it is the responsibility of the Supplier to deliver products with the appropriate documentary evidence (e.g. Supplier's declaration, preferential origin

certificate/invoice declaration) to confirm the preferential origin status.

对于有资格申请区域或自由贸易协定、普遍优惠制或其他优惠安排的全部商品，供应商有责任交付产品以及适当的文件证明（例如，供应商的声明、优惠原产地证书/发票声明）以确认优惠原产地状态。

18.3 Supplier shall mark every Good (or the Good's container if there is no room on the Good itself) with the country of origin. Supplier shall, in marking the Goods, comply with the requirements of the customs authorities of the country of receipt. If any Goods are imported, Supplier shall when possible allow Philips to be the importer of record. If Philips is not the importer of record and Supplier obtains duty drawback rights to the Goods, Supplier shall, upon Philips request, provide Philips with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to Philips.

供应商应标注每一商品（或若商品上无空间则在商品集装箱上）的原产地。在标示商品过程中，供应商应遵守进口国海关机关的要求。若进口任何商品，供应商应在有可能时允许飞利浦成为名义进口商。若飞利浦非名义进口商且供应商取得商品的关税退税权，则供应商应在飞利浦有要求时，向飞利浦提供进口国海关机关所要求的文件，以证明进口及向飞利浦转让关税退税权。

19. Limitation of Liability

责任限制

19.1. 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.

任何一方不得排除或限制因其过失、欺诈而引起的人身伤亡责任或法定不得排除或限制的任何责任。

19.2 Subject to Clause 19.1, IN NO EVENT SHALL PHILIPS BE LIABLE UNDER ANY THEORY OF LIABILITY, FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHICH INCLUDES WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUES, LOST BUSINESS OPPORTUNITIES, LOSS OF IMAGE OR LOST DATA, EVEN IF PHILIPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES and in no event shall Philips be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by Philips.

受制于第19.1条，在任何情况下飞利浦均无须基于任何责任理论对间接、附带、特别、衍生或惩罚性损害（包括但不限于利润或收益损失、业务机会损失、形象损失或数据损失）负责，即使飞利浦供应商已被告知此损害发生之可能性。在任何情形下飞利浦对供应商、其继受人或受让人的损害赔偿责任范围不应超出合约完整履行时应向供应商支付的金额减去飞利浦已向供应商支付的任何金额之所得。

20. Force Majeure

不可抗力

In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of Supplier) and Supplier has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. Philips shall be entitled to terminate the Agreement with immediate effect by written notice to Supplier, immediately if the context of the non-performance justifies immediate termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, Supplier shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in

respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Goods or Services to be supplied.

若供应商因不可抗力（即不可预见且超出供应商控制范围的事件）而无法履行合约义务，且若供应商已提供充分证据证明不可抗力的存在，应在不可抗力期间中止合约相关义务之履行。若无法履行的情势使得立即终止合约合理，且在任何情况下不可抗力之事件持续超过30天，飞利浦应有权书面通知供应商立即终止合约，且在发出上述通知后，供应商不得请求与终止有关的任何补偿。在任何情况下，供应商方面之不可抗力不得包括人力、生产材料或资源之短缺、罢工、非官方公告的流行病或传染病、供应商签约厂商违约、供应商之财务问题、供应商无法取得所供应软件需要之许可或有关所供应商品或服务的必要法律或行政许可或授权。

21. Suspension and Rescission

中止及解除

21.1. Without prejudice to any other right or remedy available to Philips under the Agreement or at law, Philips shall be entitled at its discretion to suspend the performance of its obligations under the Agreement in whole or in part or to declare the Agreement rescinded in whole or in part by means of written notice to Supplier in the event that:

在不损害飞利浦依合约或法律可享有的任何其他权利或救济的前提下，若有以下情形之一发生，飞利浦应有权自行决定以书面通知供应商，选择暂时中止履行合约项下义务或声明解除全部或部分合约：

- (a) Supplier files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;
供应商自愿申请破产宣告或任何关于无力偿债、破产管理、清算、分派利益予债权人或其他类似之自愿程序；
- (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 similar proceeding;
供应商成为破产宣告或任何关于无力偿债、破产管理、清算、分派利益予债权人或其他类似之程序之主体；
- (c) Supplier ceases or threatens to cease to carry on business in the ordinary course;
供应商已停业或存在停业的危险；
- (d) Supplier breaches any of its obligations under the Agreement or Philips', in its reasonable discretion, determines that Supplier cannot or shall not deliver the Goods or perform the Services as required; or
供应商违反合约项下任何义务，或飞利浦依其合理判断认为供应商无法或将不依合约要求交付商品或履行服务；或
- (e) Supplier fails to provide adequate assurance of performance following request by Philips.
供应商在飞利浦要求时未能提供充分的履约担保。

21.2. Philips shall not be liable to Supplier by virtue of exercising any of the rights under Clause 21.1.

飞利浦无须因其实施第21.1条下的任何权利而对供应商负任何责任。

22. Confidentiality

保密

22.1. Supplier shall treat all information provided by or on behalf of Philips or generated by Supplier for Philips under the Agreement as confidential. All such information shall be used by Supplier only for the purposes of the Agreement. Supplier shall protect Philips' information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of Philips and Supplier shall, upon Philips' demand, promptly return to Philips all such information and shall not retain any copy thereof.

供应商应为合约项下由飞利浦或其代表提供、或由供应商为飞利浦生成的全部信息负保密义务。全部上述信息应仅由供应商用于合约之目的。供应商应以不低于保护自身机密资料之合理注意程度保护飞利浦之机密资料，但始终应尽合理的注意义务。全部该等信息应始终属于飞利浦之财产，且经飞利浦要求时，供应商应立即向飞利浦返还全部上述信息且不得保留其任何副本。

22.2. The existence and the contents of the Agreement shall be treated as confidential by Supplier.
合约之存在及内容应由供应商保密。

23. Miscellaneous

其他条款

23.1. Supplier will maintain comprehensive or commercial general liability insurance (including products liability, property damage and personal injury liability, and any other liability as may be requested by Philips) with, unless otherwise agreed by Philips, a minimum limit of five million Euro for claims of bodily injury, including death, and any other damages that may arise from use of the Goods or Services or acts or omissions of Supplier under the Agreement. Such insurance policies will be written with appropriately licensed and financially responsible insurers. Supplier shall inform Philips of any cancellation or reduction in coverage with a minimum of 30 days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to Philips upon Philips' request.

供应商将购买商业综合或普通责任险（包括产品责任、财产损失和人身伤亡责任以及飞利浦可能要求的任何其他责任），且除非飞利浦另行同意，有关人身伤害（包括死亡及商品或服务的使用、或供应商在合约项下的作为或不作为可能导致任何其他损害）的索赔金额最低为五百万欧元。上述保单应由获得适当许可、具有财务责任能力的保险商以书面形式开具。供应商应至少提前30日书面通知飞利浦取消保险或承保范围所作任何缩减。在飞利浦有要求时，供应商应向飞利浦出具证明所须承保范围和额度的保险证明以及保单。

23.2. Supplier shall provide Goods and render Services hereunder as an independent contractor and not as an agent of Philips and nothing contained in the Agreement is intended to create a partnership, joint venture or employment relationship between the parties irrespective of the extent of economic dependency of Supplier on Philips.

供应商应作为独立缔约方履行提供并履行合约项下之商品和服务，而非飞利浦之代理人。无论供应商在经济上对飞利浦依赖程度如何，合约任何内容均未在双方之间建立任何合伙、合资或雇佣关系。

23.3. Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Agreement without the prior written consent of Philips. Any such non-approved subcontracting, transfer, pledge or assignment shall be null and void and have no effect vis-à-vis such third party.

未经飞利浦事前书面许可，供应商不得将其在合约项下的权利或义务转包、转移、质押或转让给第三人。未经飞利浦事先批准的任何转包、转移、质押或转让，应认定为无效且对该等第三人不发生效力。

23.4. In view of the announced separation of the Philips Group into two stand-alone companies, Philips shall have the right to assign, novate or otherwise split or transfer this Agreement, in whole or in part ("Assignment"), to any present or future Affiliate of Philips to which Philips transfers all or substantially all of its Lighting or HealthTech business ("Assignment Entity") in anticipation of the future separation of the Philips Group, subject to Philips providing written notice to the other Party, but without the need for the other Party's consent. Upon the effective date and to the extent of the Assignment, Philips shall be released and discharged from all obligations and liabilities under this Agreement. Such release and discharge shall be complete and shall not be altered by the termination of the affiliation between Philips and the Assignment Entity. Parties shall sign all necessary documents and provide all co-operation as necessary or desirable to effect the Assignment as requested by Philips.

鉴于飞利浦集团宣布将分立成两个独立的公司，飞利浦有权在书面通知对方但无需征得对方同意的

前提下向任何飞利浦目前或未来的关联公司(飞利浦向该等关联公司转让全部或主要部分的照明解决方案或健康科技业务,该关联公司以下称为“转让实体”)以转让、变更协议主体或其他方式拆分或转让本协议的全部或部分(“转让”)。自转让生效之日起且在转让范围内,飞利浦在本协议下的所有义务和责任将被免除和终止。该等免除和终止是完全的,且不应因飞利浦与转让实体之间关联关系的终止而改变。双方应签署所有必要的文件,并根据需求提供一切合作,以实现飞利浦要求的转让。

23.5. The rights and remedies reserved to Philips are cumulative and are in addition to any other or future rights and remedies available under the Agreement, at law or in equity.

基于合约或依法律或衡平法可享有之权利及救济,飞利浦均可累计适用。

23.6. Supplier shall provide Philips written notice of all product discontinuances twelve (12) months prior to the last order date, including as a minimum Philips part numbers, substitutions, and last order and shipment dates.

供应商应在最后订货期限日前十二个月,书面通知飞利浦产品停产,至少应告知飞利浦之商品零件编号、替代商品、最后订货及交货期限日等资讯。

23.7. Neither the failure nor the delay of Philips to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of Philips to enforce each and every provision of the Agreement. No course or prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of the Agreement. No waiver, consent, modification or amendment of the terms of the Agreement shall be binding unless made in a writing specifically referring to the Agreement signed by Philips and Supplier.

飞利浦未能或迟延履行合约的任何条款不构成飞利浦对该条款或飞利浦执行合约中任一其他条款之权利的放弃。供应商与飞利浦之间先前的交易方式及商业惯例不得用以解释合约。对合约的任何弃权、同意、变更或修改应仅在双方签署明确援引合约的书面文件时方为生效。

23.8. In the event that any provision(s) of these General Conditions of Purchase and of the Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

若本通用采购条款及合约的任一条款被具有管辖权的法院或任何未来立法或行政行为认定无效、违法或不可执行,此认定或行为不应否决合约其他条款之效力或可执行力。被认定无效、违法或不可执行的任何条款应以适用法律许可的具有相似含义之规定取代。

23.9. All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Warranty, Intellectual Property, Confidentiality and Personal Data, shall survive.

以明示或默示方式规定在合约终止或期满后继续有效的全部条款和条件,包括但不限于保证、知识产权、保密和个人信息条款,应在合约终止或期满后继续有效。

23.10. The Agreement shall be governed by and construed in accordance with the laws of the country or state in which the Philips ordering entity is located, as applicable.

合约应受下订单的飞利浦公司(视情况而定)所在国家或州的法律管辖并依其解释。

23.11. Supplier and Philips each consents to the exclusive jurisdiction of the competent courts in (i) the place where the Philips ordering entity's registered address is located; or (ii), at the option of Philips, the jurisdiction of the entity of Supplier to which the order was placed Supplier hereby waives all defenses of

lack of personal jurisdiction and forum non-convenience.

供应商及飞利浦双方同意(i)下订单的飞利浦公司注册所在地的主管法院具有专属管辖权,或(ii)依照飞利浦的选择,接受订单的供应商公司所在地的主管法院具有管辖权。供应商特此放弃以缺乏属人管辖和非便利法院为由提出抗辩。

23.12. The United Nations Convention on International Sale of Goods shall not apply to the Agreement.

《联合国国际货物买卖公约》不适用于合约。

Philips General Conditions of Purchase

飞利浦通用采购条款

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