PART A 第 A 部分

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES 货物及服务采购合同通用条款

ANY TERMS AND CONDITIONS PROPOSED IN THE SELLER'S QUOTATION, SELLER'S ACCEPTANCE OR IN ANY ACKNOWLEDGEMENT, INVOICE, OR OTHER FORM OF THE SELLER THAT ADD TO, VARY FROM, OR CONFLICT WITH THE TERMS AND CONDITIONS HEREIN ARE HEREBY REJECTED. SUCH TERMS AND CONDITIONS SHALL NOT APPLY TO THE CONTRACT UNLESS ACKNOWLEDGED BY A WRITTEN INSTRUMENT EXECUTED BY AUTHORISED REPRESENTATIVES OF THE BUYER AND THE SELLER. DESPATCH OR DELIVERY OF THE GOODS BY THE SELLER TO THE BUYER SHALL BE DEEMED CONCLUSIVE EVIDENCE OF THE SELLER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS. 卖方在其报价、承诺或以确认书、发票或其它形式所增加、修改或与本文件条款和条件有冲突的任何条款和条件，均不被接受。除非经买卖双方授权代表以书面文件认可，此类条款和条件均不适用于采购合同。卖方向买方发出货物或交付货物应视为卖方接受本条款和条件的决定性证据。

1. DEFINITIONS 定义

(a) "ARTICLES" SHALL MEAN THE PRODUCT, COMPONENT, PART OR ITEM ON WHICH SERVICES ARE TO BE PERFORMED. "物品"指将要进行服务的产品、组件、部件或物件。

(b) "BUYER" SHALL MEAN THE LEGAL ENTITY ISSUING THE PURCHASE ORDER, WHICH MAY BE SINGAPORE TECHNOLOGIES ENGINEERING LTD OR ANY OF ITS DIRECT AND INDIRECT SUBSIDIARIES, WHICH EXPRESSION SHALL INCLUDE ITS SUCCESSORS AND PERMITTED ASSIGNS. "买方"指发出采购订单的法律实体（可为新加坡科技宇航有限公司或其直接、间接持股的子公司），亦包括其承继者或其许可的受让人。

(c) "CONDITIONS" SHALL MEAN THE STANDARD TERMS AND CONDITIONS OF PURCHASE SET OUT HEREIN AND SHALL INCLUDE ANY SPECIAL TERMS AND CONDITIONS ATTACHED TO OR SET OUT IN THE PURCHASE ORDER BETWEEN THE BUYER AND THE SELLER. "条件"指此处所列的标准采购条款与条件，亦包括买卖双方在采购订单中约定的特别条款和条件。

(d) "CONTRACT" SHALL MEAN THE AGREEMENT ENTERED INTO BETWEEN THE BUYER AND THE SELLER FOR THE PURCHASE OF THE GOODS AND/OR SERVICES. THE TERMS AND CONDITIONS OF THE CONTRACT SHALL COMPRISE WRITTEN CONTRACT OR AGREEMENT, (IF ANY), THE CONDITIONS AND ALL ANNEXES, APPENDICES, SCHEDULES, EXHIBITS, SUPPLEMENTAL AGREEMENTS, SUPPLEMENTARY TERMS AND CONDITIONS SET OUT HEREIN, SPECIFICATIONS, PLANS, DRAWINGS, PATTERNS, SAMPLES OR OTHER DOCUMENTS OR CONDITIONS WHICH MAY BE INCORPORATED BY CONTRACT. "合同"指买卖双方

订立的货物和/或服务采购协议。合同的条款和条件包括书面合同或协议、（若有）条件以及所有附件、补充协议、本文件中的补充条款和条件、规格要求、设计、制图、式样、样品及其它所有可以以合同形式纳入的文件或条件。

(e) “CONTRACT PRICE” SHALL MEAN THE PRICE PAYABLE TO THE SELLER FOR THE GOODS AND/OR SERVICES. “合同价款”指因货物和/或服务而应支付给卖方的价款。

(f) “CUSTOMER” SHALL MEAN ANY CUSTOMER OF THE BUYER. “客户”指买方的任一客户。

(g) “DAYS” SHALL MEAN A REFERENCE TO CALENDAR DAY UNLESS EXPRESSLY STATED OTHERWISE. “天”指日历天，但另有明确说明的除外。

(h) “GOODS” SHALL MEAN THE GOODS DESCRIBED IN THE CONTRACT WHICH THE SELLER IS REQUIRED UNDER THE CONTRACT TO SUPPLY AND SHALL INCLUDE ANY PARTS, MATERIALS AND COMPONENTS USED FOR PERFORMING THE SERVICES, OPERATING/INSTRUCTION MANUALS AND MAINTENANCE MANUALS RELATING TO THE GOODS. “货物”指卖方根据合同约定须提供的货物，应包括提供服务所需的任何部件、材料和组件，以及与货物相关的操作/指令手册及保养手册。

(i) “PURCHASE ORDER” SHALL MEAN THE PURCHASE ORDER FOR GOODS AND/OR SERVICES ISSUED BY THE BUYER. “采购订单”指买方为采购货物和/或服务所下的订单。

(j) “SELLER” SHALL MEAN THE PERSON, FIRM OR CORPORATION WHO BY THE CONTRACT UNDERTAKES TO SUPPLY THE GOODS OR TO RENDER SUCH OTHER SERVICES AS MAY BE REQUIRED BY THE CONTRACT WHICH EXPRESSION SHALL INCLUDE ITS SUCCESSORS AND PERMITTED ASSIGNS. “卖方”指根据合同约定负有交付货物或提供服务之义务的自然人、公司或企业，包括其承继者或其许可的受让人。

(k) “SERVICES” SHALL MEAN THE SERVICES DESCRIBED IN THE CONTRACT WHICH THE SELLER IS REQUIRED UNDER THE CONTRACT TO PERFORM. “服务”指卖方根据合同约定须提供的服务。

(l) “SERVICEABLE” SHALL MEAN A GOOD WHICH FULFILS THE OPERATIONAL PURPOSE FOR WHICH IT WAS INITIALLY DESIGNED FOR AND WHICH SHALL BE CERTIFIED IN ACCORDANCE WITH ANY RELEVANT MANUFACTURER INSTRUCTIONS AND SPECIFICATIONS IN ACCORDANCE WITH THE RELEVANT MAINTENANCE MANUAL. “可供使用”指货物应达到其最初设计的使用用途，并可以根据相关生产指令和相关保养手册的规格要求进行验证。

(m) “SPECIFICATION” MEANS SPECIFICATIONS FOR THE GOODS AND/OR SERVICES WHICH INCLUDES ANY PURPOSES, FUNCTIONS, QUALITY, PERFORMANCE STANDARDS, SCOPE OF WORKS, PLANS, DRAWINGS, PATTERNS, SAMPLES, DATA

AND/OR OTHER INFORMATION RELATING TO THE SAME. “规格要求”指商品和/或服务的规格要求，包括目的、功能、质量、性能标准、工作范围、计划、图纸、模式、样本、数据和/或与之相关的任何信息。

2. ESTABLISHMENT OF THE CONTRACT 合同的订立

THE PURCHASE ORDER MAY BE REVOKED AT ANY TIME PRIOR TO ACCEPTANCE BY THE SELLER. 采购订单可在卖方接受之前随时撤销。

IF THE SELLER FAILS TO ACCEPT THE PURCHASE ORDER FOR ANY REASON WHATSOEVER, THE SHIPMENT BY THE SELLER OF ANY GOODS OR THE FURNISHING OR COMMENCEMENT OF ANY SERVICES ORDERED, OR THE ACCEPTANCE OF ANY PAYMENT BY THE SELLER HEREUNDER OR ANY OTHER CONDUCT BY THE SELLER THAT RECOGNISES THE EXISTENCE OF A CONTRACT PERTAINING TO THE SUBJECT MATTER HEREIN, MAY, AT THE BUYER’S ELECTION, BE TREATED AS AN UNQUALIFIED ACCEPTANCE BY THE SELLER OF THE PURCHASE ORDER AND ALL TERMS AND CONDITIONS HEREIN. 即使卖方因任何原因未表示接受采购订单，卖方装运货物、供应或开始提供买方订购的服务、接受相关付款或作出其它认可标的物存在相关合同的行为，均可能被视为卖方无条件接受采购订单和本文件中的条款和条款（视买方选择而定）。

THE SELLER ACCEPTS THAT THE BUYER, INTER-ALIA, RELIES ON THE SKILL AND JUDGEMENT OF THE SELLER IN THE DESIGN, MANUFACTURE, TESTING, QUALITY CONTROL, RELIABILITY AND FUNCTIONING OF THE GOODS OR ANY PART OR UNIT THEREOF AND ON THE JUDGEMENT AND SKILL OF THE SELLER FOR ANY AND ALL OF THE SERVICES PERFORMED. 卖方同意，买方对货物（整体或部分）的设计、制造、测试、质量控制、可靠性和功能等方面依赖卖方的技术和判断，买方对卖方提供的全部服务依赖卖方的技术和判断。

3. VARIATIONS 修改

SUBJECT TO CLAUSE 13, NO VARIATION, AMENDMENT OR ADDITION WILL APPLY TO THE CONTRACT UNLESS EXPRESSLY AGREED UPON IN WRITING AND SIGNED BY THE PARTIES’ RESPECTIVE AUTHORISED REPRESENTATIVES. 除第 13 条另有约定外，未经双方各自的授权代表明确书面同意并签字，任何对合同的修改、变更或增加均不发生效力。

4. QUALITY, STANDARD AND DESCRIPTION 质量、标准和描述

(a) THE QUANTITY, QUALITY AND DESCRIPTION OF THE GOODS AND THE SERVICES SHALL, SUBJECT THE CONDITIONS, BE AS SPECIFIED IN THE PURCHASE ORDER AND/OR IN ANY APPLICABLE SPECIFICATION SUPPLIED BY THE BUYER TO THE SELLER OR AGREED IN WRITING BY THE BUYER. 货物和服务的数量、质量及描述应符合条件，达到采购订单中具体要求，及/或符合买方提供给卖方或经买方书面同意的任何适用的规格要求。

(b) SUBJECT TO CLAUSES 9 AND 11, THE GOODS SHALL: 在不违反第 9 条、第 11 条的前提下，货物应：

(i) BE NEW AND CONFORM IN ALL RESPECTS WITH THE SPECIFICATIONS AND OTHER REQUIREMENTS OR DESCRIPTIONS STATED IN THE CONTRACT; 是全新的，并完全符合合同中述及的规格要求和其它要求或描述；

(ii) BE OF SOUND MATERIALS, DESIGN AND WORKMANSHIP; 具备优良的材料、设计和工艺；

(iii) BE EQUAL IN ALL RESPECTS TO THE SAMPLES, PATTERNS OR SPECIFICATIONS PROVIDED OR GIVEN BY EITHER PARTY; 与一方提供的样品、式样或规格要求完全一致；

(iv) BE CAPABLE OF ANY STANDARD OF PERFORMANCE SPECIFIED IN THE CONTRACT; 能达到合同中列明的所有性能标准；

(v) IF THE PURPOSE FOR WHICH THEY ARE REQUIRED IS INDICATED IN THE CONTRACT EITHER EXPRESSLY OR BY IMPLICATION BE FIT FOR THAT PURPOSE; 符合合同中明示或暗示的采购用途（若有）；

(vi) BE OF SATISFACTORY QUALITY; AND 具备令人满意的质量；并且

(vii) BE SERVICEABLE.可供使用。

(c) THE SERVICES SHALL BE: 服务须满足如下条件：

(i) PERFORMED USING ALL DUE CARE AND DILIGENCE, IN ACCORDANCE WITH THE TURNAROUND TIME SPECIFIED; AND 卖方须以应有的谨慎和尽职，并在符合规定的履行期内提供服务；并且

(ii) PERFORMED IN ACCORDANCE WITH APPROPRIATE SERVICE BULLETINS, SPECIFICATIONS PROVIDED BY CUSTOMER, MAINTENANCE AND OVERHAUL MANUALS OF THE MANUFACTURER OF THE GOODS. 卖方提供

的服务应符合适当的服务通告、客户提供的规格要求、货物生产商的保养和检修手册。

THE SERVICES SHALL BE DEEMED COMPLETED ONLY IF THEY MEET ALL REQUIREMENTS AND ALL APPLICABLE ACCEPTANCE TESTS HAVE BEEN SUCCESSFULLY COMPLETED UNDER THE CONTRACT. 只有在达到所有要求，且顺利完成合同规定的所有相关验收检测后，才被视为完成服务。

(d) ALL DOCUMENTS, RECORDS, TEST REPORTS, ETC, RELATING TO THE PRODUCTION OF THE GOODS MUST BE RETAINED ON FILE FOR EVALUATION FOR A CONTRACTUALLY AGREED UPON PERIOD. UNLESS OTHERWISE SPECIFIED, THIS PERIOD SHALL BE TEN YEARS. 所有与货物的生产相关的文件、记录、检测报告等必须在合同约定的期限内保留存档。除非另有约定，该期限应为十年。

(e) IF ANY GOODS ARE TO BE PROVIDED AND/OR SERVICES ARE TO BE PERFORMED BY THE SELLER'S SUBCONTRACTORS (IF SUCH SUBCONTRACTING IS EXPRESSLY ALLOWED UNDER THE CONTRACT OR IF THE BUYER'S PRIOR WRITTEN APPROVAL HAS BEEN OBTAINED), THE SELLER SHALL BE AND REMAIN FULLY RESPONSIBLE FOR THE ACTIONS OF ITS SUBCONTRACTORS. 如货物和/或服务系卖方的分包商提供（前提是合同明确允许该分包行为或取得买方的事先书面同意），卖方须对其分包商的行为承担全部责任。

(f) IF THE SELLER IS REQUIRED TO PROVIDE SERVICES ON THE PREMISES OF THE BUYER OR A CUSTOMER, THE SELLER SHALL, AND SHALL PROCURE ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS WHO ARE WORKING ON THE BUYER'S PREMISES IN CONNECTION WITH THE CONTRACT TO, COMPLY WITH ALL OF THE BUYER'S SAFETY AND SECURITY PROCEDURES, AS MAY BE AMENDED FROM TIME TO TIME, AND SHALL TAKE ANY AND ALL NECESSARY STEPS AND PRECAUTIONS TO PREVENT INJURY TO ANY PERSON OR PROPERTY DURING THE DURATION OF THE PROVISION OF SERVICES UNDER THE CONTRACT. IF REQUIRED BY THE BUYER, SELLER SHALL ALSO PROVIDE ALL OTHER CERTIFICATES AND PERMITS NECESSARY IN ORDER FOR SERVICES TO BE PROVIDED ON THE PREMISES OF THE BUYER OR A CUSTOMER. WITHOUT PREJUDICE TO THE FOREGOING, THE SELLER, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL IMPLEMENT THE PROVISIONS OF THE WORKPLACE SAFETY & HEALTH ACT AND THE REGULATIONS AND CODES OF PRACTICE ISSUED THEREUNDER WHEN WORKING AT THE BUYER'S PREMISES OR BUYER'S DESIGNATED PREMISES. 如买方要求卖方在买方或客户的场所提供服务，对于买方可能不时修订的安保程序，卖方应自行遵守，并确保其在买方与合同相关的场所工作的雇员、董事、管理人员或代理人予以遵守，并采取所有必要的步骤和预防措施，以防止在提供合同项下服务的期间发生任何人身、财产的损害。如买方要求，卖方应提供其在买方或客户的场所提供服务所需的所有其它证书和许可。在不影响前述约定的前提下，卖方及其员工、

代理商和分包商在买方场所或买方指定场所工作时，应遵守《工作场所安全与健康法》及有关的法规和操作规范。

5. INSPECTION AND TESTING 检查和检测

(a) BEFORE DISPATCHING THE GOODS, THE SELLER SHALL CAREFULLY INSPECT AND TEST THEM FOR COMPLIANCE WITH THE CONTRACT. THE SELLER SHALL, IF REQUESTED BY THE BUYER, GIVE THE BUYER REASONABLE NOTICE OF SUCH TESTS AND THE BUYER SHALL BE ENTITLED TO BE REPRESENTED THEREAT. THE SELLER SHALL ALSO, AT THE REQUEST OF THE BUYER, SUPPLY TO THE BUYER A COPY OF THE SELLER'S TEST SHEETS CERTIFIED BY THE SELLER TO BE A TRUE COPY. 在发出货物之前，卖方应仔细检查和检测货物是否符合合同规定。若买方要求，卖方应给予买方合理的检测通知，买方有权派人到场。同时，若买方要求，卖方应向买方提供一份检测单据的复印件，并保证此复印件与原件一致。

(b) WHERE INSPECTION OF ANY OF THE GOODS, WHETHER COMPLETED OR IN THE COURSE OF PRODUCTION, IS REQUIRED BY THE BUYER, THE SELLER SHALL GIVE THE BUYER FULL AND FREE ACCESS TO THE SELLER'S WORKS AS AND WHEN REQUIRED FOR THAT PURPOSE AND THE SELLER SHALL GIVE THE BUYER ALL FACILITIES AND APPLICABLE RECORDS, AT ANY LEVEL OF THE SUPPLY CHAIN INVOLVED IN THE ORDER, AS MAY BE REQUIRED THEREFORE, AT NO COST TO THE BUYER. WHERE NECESSARY, THIS FREE ACCESS SHALL ALSO BE EXTENDED TO CUSTOMERS AND ANY APPLICABLE REGULATORY AUTHORITIES OR AGENCIES. 若买方要求检查货物，无论卖方已经完工还是正在生产，卖方应为此目的允许买方全面、不受约束地进入卖方工厂，并根据买方要求，向买方提供可能需要的一切便利和有关记录（无论属于订单下供应链的何种层级），且买方无需承担任何费用。若有需要，卖方工厂应同样对买方的客户、有关监管机关或机构向买方提供前述权限。

(c) IF, AS A RESULT OF ANY INSPECTION OR TEST UNDER CLAUSE 5(A) OR 5(B), THE BUYER'S REPRESENTATIVE IS OF THE REASONABLE OPINION THAT THE GOODS DO NOT COMPLY WITH THE CONTRACT OR ARE UNLIKELY TO COMPLY UPON COMPLETION OF MANUFACTURE OR PROCESSING, HE MAY INFORM THE SELLER ACCORDINGLY IN WRITING AND THE SELLER SHALL FORTHWITH TAKE SUCH STEPS AS MAY BE NECESSARY TO ENSURE SUCH COMPLIANCE. 若买方的代表根据第 5(a)或 5(b) 条规定进行检查或检验后，有理由认为货物与合同不符，或者即使在完成生产或加工后，货物也难以与合同相符，有权书面通知卖方，卖方应立即采取必要措施，确保货物合格。

6. DELIVERY AND PACKING 交货和包装

(a) UNLESS OTHERWISE AGREED AND EXCEPT AS SET FORTH HEREIN, THE RELEVANT INCOTERM RULES AS STIPULATED IN THE PURCHASE ORDER, AS INTERPRETED IN ACCORDANCE WITH "INCOTERMS 2020" (INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION **NO. 723**), SHALL APPLY TO THE CONTRACT. 除非双方另有约定或本文件另有约定，采购订单所载明的相关国际贸易术语应按 "国际贸易术语 2020"（国际商会第 723 号出版物）进行解释，并适用于合同。

(b) THE SELLER SHALL DELIVER THE GOODS TO THE BUYER IN THE MANNER AND AT THE PLACE AND TIME SPECIFIED IN THE CONTRACT. THE SELLER SHALL ALSO COMPLY WITH ANY ADDITIONAL INSTRUCTIONS WITH RESPECT TO THE GOODS WHICH THE BUYER MAY GIVE FROM TIME TO TIME AND ANY ADDITIONAL COSTS INCURRED BY THE SELLER IN COMPLYING WITH SUCH INSTRUCTIONS MAY BE ADDED TO THE CONTRACT PRICE UPON THE BUYER'S APPROVAL IN WRITING. 卖方应按合同规定的方式、地点和时间向买方交付货物。卖方亦应遵守买方不时提出的、与货物有关的额外指示。卖方因遵守这些指示额外产生的费用，经买方书面同意后，可以计入合同价款。

(c) THE SELLER SHALL, AT ITS OWN COST, ENSURE THAT THE GOODS ARE ADEQUATELY PACKED FOR ROUGH HANDLING SO AS TO ENSURE THAT THEY REACH THE BUYER INTACT AND UNDAMAGED. IN ADDITION, THE SELLER SHALL ENSURE THAT THE GOODS ARE PACKED IN SUCH A MANNER THAT THEY ARE SUITABLE FOR EXPORT TO AND STORAGE IN THE TROPICS AND ARE PROTECTED FROM DETERIORATION DURING THEIR TRANSIT UNTIL THEIR DELIVERY TO THE BUYER. THE SELLER SHALL FURTHER COMPLY WITH ANY OTHER REQUIREMENTS ON PACKING EXPLICITLY SPECIFIED IN THE CONTRACT. ANY PACKAGES CONTAINING DANGEROUS OR HAZARDOUS GOODS SHALL BE PACKED AND MARKED IN ACCORDANCE WITH THE BEST INTERNATIONAL COMMERCIAL PRACTICE AND ALL APPLICABLE LAWS AND REGULATIONS. 卖方应自负费用，确保货物经过足以应对粗暴搬运的充分包装，并确保完整无损地交付买方。同时，卖方应确保货物经过合适包装，适宜出口到热带并在当地储存，且在运输至买方的途中不发生变质。卖方还须遵守合同中明确列明的其它包装要求。任何内含危险或有害物品的包装件均应根据最佳国际商事习惯及一切适用的法律法规的要求进行包装和标识。

(d) THE BUYER'S SIGNATURE OR STAMP GIVEN ON ANY DELIVERY NOTE OR OTHER DOCUMENTATION PRESENTED FOR SIGNATURE IN CONNECTION WITH DELIVERY OF THE GOODS IS NOT EVIDENCE THAT THE CORRECT QUANTITY OF GOODS HAS BEEN DELIVERED OR THAT THE GOODS DELIVERED ARE IN GOOD CONDITION OR OF THE CORRECT QUALITY BUT IS ONLY EVIDENCE OF THE NUMBER OF PACKAGES RECEIVED. 买方在交付记录或其它有关货物交付的签字文件上签名或盖章，不能证明已交付的货物数量正确、情况良好或质量合格，仅能证明接收的包装件数量。

(e) THE SELLER SHALL PROMPTLY NOTIFY THE BUYER IF IT KNOWS OR SUSPECTS THERE WAS A SECURITY BREACH AFFECTING THE GOODS. 卖方如知晓或怀疑存在影响货物的安全漏洞，应立即通知买方。

7. PASSING OF PROPERTY AND RISK OF LOSS OR DAMAGE 所有权转移及损失或损害的风险

(a) RISK OF LOSS OR DAMAGE TO THE GOODS SHALL PASS TO THE BUYER AT THE TIME OF ACCEPTANCE BY THE BUYER OF THE GOODS. 货物损失或损害的风险在买方接受货物时转移至买方。

(b) TITLE IN THE GOODS SHALL PASS TO THE BUYER UPON DELIVERY TO THE BUYER AT THE DESTINATION SPECIFIED IN THE CONTRACT, UNLESS PAYMENT FOR THE GOODS IS MADE PRIOR TO DELIVERY, IN WHICH CASE TITLE SHALL PASS TO THE BUYER ONCE PAYMENT HAS BEEN MADE AND THE GOODS HAVE BEEN APPROPRIATED TO THE CONTRACT. 货物的所有权自货物于合同指定地点交付予买方时转移至买方，但在付款早于交货的情况下，经买方完成付款且卖方将货物确定为合同标的时，货物的所有权即转移至买方。

8. TIME OF ESSENCE OF CONTRACT 时间为合同之关键

TIME SHALL BE OF THE ESSENCE OF THE CONTRACT, BOTH AS REGARDS THE DATES AND PERIODS MENTIONED AND AS REGARDS ANY DATES AND/OR PERIODS WHICH MAY BE SUBSTITUTED FOR THEM IN ACCORDANCE WITH THE CONTRACT AND BY AGREEMENT IN WRITING BETWEEN THE BUYER AND THE SELLER. 时间为合同之关键，无论是合同提及的日期和期间，还是买卖双方根据合同和书面协议变更的日期和/或期间。

9. REJECTION OF THE GOODS AND/OR SERVICES 拒绝接受货物和/或服务

(a) THE BUYER IS ENTITLED TO REJECT ANY GOODS DELIVERED OR SERVICES PERFORMED WHICH ARE NOT IN ACCORDANCE WITH THE CONTRACT OR IF SELLER FAILS TO DELIVER THE GOODS AND/SERVICES WITHIN THE TIME SPECIFIED. THE BUYER SHALL NOT BE DEEMED TO HAVE ACCEPTED ANY GOODS OR SERVICES UNTIL THE BUYER HAS HAD A REASONABLE TIME TO INSPECT OR VERIFY THEM FOLLOWING DELIVERY OR COMPLETION OR, WHERE ANY DEFECT WOULD NOT BE APPARENT, WITHIN A REASONABLE TIME AFTER ANY LATENT DEFECT IN THE GOODS OR SERVICES HAS BECOME APPARENT EG UPON INSTALLATION OR USE OF THE GOODS OR ARTICLES. 买方有权拒绝任何不符合合同要求的货物或服务，或卖方未能在指定时间内提供的货物和/或服务。除非在卖

方交付货物或完成服务后，买方有合理时间检查或验收，或者当货物或服务存在任何不明显缺陷时，在该潜在缺陷显现后（例如在货物或物品的安装或使用时发现），买方有合理时间检查或验收，否则，不应视为买方已接受任何货物或服务。

(b) IN THE CASE OF GOODS, UPON SUCH REJECTION, THE SELLER SHALL, AT THE SELLER'S RISK AND EXPENSE, ARRANGE FOR THE RETURN OF THE GOODS TO THE SELLER, AND THE SELLER SHALL RETURN TO THE BUYER THE CONTRACT PRICE AND REIMBURSE THE BUYER FOR ALL FREIGHT, INSURANCE AND OTHER INCIDENTAL COSTS INCURRED BY THE BUYER IN CONNECTION WITH THE PURCHASE OF THE GOODS. 货物一旦被拒收，卖方须安排货物的收回，并由其承担风险及费用。卖方还应向买方返还合同价款，并赔偿买方因购买货物发生的一切运费、保险费及其它额外费用。

(c) WITHOUT PREJUDICE TO THE BUYER'S OTHER RIGHTS AND REMEDIES, IN THE CASE OF SERVICES WHICH DO NOT COMPLY WITH ALL THE REQUIREMENTS OF THE CONTRACT, THE BUYER SHALL BE ENTITLED TO TERMINATE THE CONTRACT UNDER THE PROVISIONS OF CLAUSE 21 HEREIN. IN THE EVENT OF TERMINATION OF THE CONTRACT, THE SELLER SHALL RETURN TO THE BUYER FORTHWITH ALL ARTICLES. 在不影响买方其他权利和救济的前提下，若服务不符合合同要求，买方有权根据下述第 21 条终止合同。在合同终止后，卖方应立即将所有物品返还给买方。

(d) THE BUYER SHALL ALSO HAVE THE RIGHT TO PURCHASE THE GOODS AND/OR SERVICES OR SUBSTITUTES THEREOF FROM ALTERNATIVE SOURCES AND THE SELLER SHALL REIMBURSE THE BUYER, UPON DEMAND, ALL ADDITIONAL COSTS INCURRED BY THE BUYER IN OBTAINING THE GOODS AND/OR SERVICES OR SUBSTITUTES THEREOF. 买方有权从其它途径购买货物和/或服务及其替代品。卖方应根据买方要求，赔偿买方因购买上述货物和/或服务及其替代品产生的一切额外费用。

10. LIQUIDATED DAMAGES 违约赔偿

WITHOUT PREJUDICE TO THE BUYER'S OTHER RIGHTS AND REMEDIES, IF THE GOODS OR ANY PART THEREOF OR THE SERVICES ARE NOT DELIVERED OR PERFORMED WITHIN THE TIME(S) SPECIFIED IN THE CONTRACT OR ANY EXTENSION THEREOF AS MAY BE GRANTED BY THE BUYER, THE PARTIES AGREE THAT THE BUYER MAY RECOVER FROM THE SELLER, AS GENUINE PRE-ESTIMATED LOSSES, DAMAGES CALCULATED BASED ON HALF PER CENT (½%) OF THE CONTRACT PRICE SUBJECT TO DELAY FOR EACH WEEK OR ANY PART THEREOF WHICH MAY ELAPSE BETWEEN THE TIME(S) SPECIFIED IN THE CONTRACT AND THE ACTUAL DATE OF DELIVERY OR PERFORMANCE SUBJECT TO A MAXIMUM OF TEN PER CENT (10%) OF THE VALUE OF GOODS OR SERVICES SO DELAYED. THE BUYER MAY, WITHOUT PREJUDICE TO ANY OTHER METHOD

OF RECOVERY, DEDUCT THE AMOUNT OF SUCH LIQUIDATED DAMAGES FROM ANY MONIES IN THE BUYER'S HANDS DUE OR WHICH MAY BECOME DUE TO THE SELLER. THE PAYMENT OR DEDUCTION OF SUCH DAMAGES SHALL NOT RELIEVE THE SELLER FROM ITS OBLIGATIONS TO COMPLETE THE DELIVERY OR PERFORMANCE OF THE GOODS OR SERVICES, OR FROM ANY OTHER OF ITS OBLIGATIONS OR LIABILITIES UNDER THE CONTRACT. IF ANY SUM PAYABLE UNDER THIS CLAUSE IS NOT PAID WITHIN FIFTEEN (15) DAYS AFTER THE DUE DATE THEN (WITHOUT PREJUDICE TO THE BUYER'S OTHER RIGHTS AND REMEDIES AT LAW OR OTHERWISE) THE BUYER RESERVES THE RIGHT TO CHARGE INTEREST ON SUCH SUM ON A DAY-TO-DAY BASIS (AS WELL AFTER AS BEFORE ANY JUDGEMENT) FROM THE DUE DATE TO THE DATE OF PAYMENT (BOTH DATES INCLUSIVE) AT THE RATE OF TWO PER CENT (2%) PER MONTH OR PART THEREOF COMPOUNDED. 在不损害买方其它权利和救济的前提下，若在合同规定的时间内或买方准许的延展期内，卖方未交付货物、相应的部分或者未履行服务，双方同意，买方可要求卖方支付预估损失的违约金作为赔偿，违约金以合同约定的履行日至实际交付或履行日期间为基础，每迟延一周（不足部分按比例计算），按合同价款的百分之零点五（0.5%）计算，最高不超过迟延履行的货物或服务价值的百分之十（10％）。在不影响其它救济方式的情况下，买方可从当前到期或即将到期的、应付卖方的款项中扣除该违约金。该违约金的支付或扣除并不免除卖方履行交付货物或提供服务的义务，或其在合同项下的任何其它义务或责任。若本条规定的卖方任何应付款项在到期后十五（15）个日历日内仍未支付，买方（在不损害买方法定或其它权利和救济的情况下）保留根据迟延天数（无论判决前后）向卖方收取额外迟延履行罚息的权利，罚息为每月按卖方应付而未付的款项的百分之二（2%）计算，收取罚息的期间为该款项到期之日至最终付款之日（含首尾两日），不足一个月的部分按比例计算。

11. REPRESENTATIONS AND WARRANTY 陈述与保证

(a) THE SELLER REPRESENTS AND WARRANTS THAT THE GOODS AND SERVICES AND ANY PART THEREOF WILL BE OF SATISFACTORY QUALITY AND FREE FROM ANY DEFECT IN MANUFACTURE OR ANY DEFECT ARISING OUT OF DESIGN, MATERIALS OR WORKMANSHIP, ASSEMBLY OR INSTALLATION, FROM THE DATE OF ACCEPTANCE OF THE GOODS OR SERVICES BY THE BUYER FOR THE PERIOD SPECIFIED IN THE PURCHASE ORDER OR CONTRACT (HEREINAFTER REFERRED TO AS THE "WARRANTY PERIOD"). IF UNSPECIFIED, THE WARRANTY PERIOD SHALL BE ONE (1) YEAR FROM DATE OF ACCEPTANCE OF THE GOODS AND SERVICES BY THE BUYER OR THE DELIVERY OF THE SAME, WHICHEVER IS LATER. 卖方陈述及保证，货物和服务及其任何部分均质量合格，在自买方接受货物或服务之日起算的、采购订单或合同约定的期间（以下简称"质保期"）内，无生产瑕疵或者由设计、原料、工艺、装配或安装产生的瑕疵。如无具体约定，质保期应为一（1）年，自买方接受货物或服务之日或货物或服务交付之日（以二者较晚者为准）起算。

(b) WHERE DURING THE WARRANTY PERIOD THE GOODS OR ANY PART OR UNIT THEREOF IS FOUND BY THE BUYER TO BE DEFECTIVE, THE SELLER SHALL AT THE WRITTEN REQUEST OF THE BUYER, REPLACE THE SAME AT THE RISK AND EXPENSE (INCLUDING TRANSPORT COSTS AND OTHER INCIDENTAL CHARGES) OF THE SELLER OR IF THE BUYER AGREES, MAKE GOOD OR REPAIR THE SAME AT THE RISK AND EXPENSE (INCLUDING TRANSPORT COSTS AND OTHER INCIDENTAL CHARGES) OF THE SELLER WITHIN A MUTUALLY AGREED PERIOD (WHICH IN THE ABSENCE OF AGREEMENT, SHALL BE SIXTY (60) DAYS) FROM THE DATE OF THE WRITTEN DEMAND FROM THE BUYER TO REPLACE, MAKE GOOD OR REPAIR THE SAME. THE GOODS OR PART OR UNIT SO REPLACED OR REPAIRED SHALL BE SUBJECT TO THE WARRANTY FOR THE UNEXPIRED PORTION OF THE ORIGINAL WARRANTY, OR A PERIOD OF NINETY (90) DAYS, WHICHEVER IS LONGER FROM THE DATE OF RECEIPT BY THE BUYER OF THE GOODS OR PART OF UNIT SO REPLACED OR REPAIRED. IF THE SELLER FAILS TO MAKE GOOD OR REPAIR THE GOODS AS STATED HEREIN, THE BUYER RESERVES THE RIGHT WITHOUT PREJUDICE TO ITS OTHER RIGHTS UNDER THE CONTRACT OR OTHERWISE TO BUY SUCH DEFECTIVE GOODS FROM ALTERNATIVE SOURCES OR HAVE THE GOODS REPAIRED AT ALTERNATIVE SOURCES AND ALL ADDITIONAL COSTS INCURRED THEREBY SHALL BE RECOVERABLE FROM THE SELLER. 若买方在质保期内发现货物的整体、部分或部件存在瑕疵，卖方应在自买方提出进行更换、修补或修理的书面要求之日起、双方约定的期限（若无约定，则为六十（60）日）内，根据买方的书面要求进行更换，并承担由此产生的风险和费用（包括运输费用和其它附加费用），或者，在买方同意的情况下，卖方进行修补或修理，并承担由此产生的风险和费用（包括运输费用和其它附加费用）。被更换或修理的货物整体、部分或部件的质保期，自买方接收被更换或修理的货物整体、部分或部件之日起算，按原质保期的剩余期限或者九十（90）天，以二者中较长期限为准。若卖方未按以上约定修补或修理货物，买方有权从其它途径购买或修理此类货物，由此产生的全部额外费用由卖方承担，买方在合同项下的其它权利不受影响。

(c) THE SELLER REPRESENTS AND WARRANTS THAT IT WILL SELECT AND FURNISH PERSONNEL EXPERIENCED AND SKILLED IN THE TYPE OF WORK THEY ARE TO PERFORM UNDER THE CONTRACT AND THAT THE SERVICES TO BE PERFORMED UNDER THE CONTRACT WILL BE PERFORMED WITH DUE CARE AND DILIGENCE AND IN A WORKMANLIKE MANNER WITHIN THE TURNAROUND TIME SPECIFIED BY THE BUYER AND IN ACCORDANCE WITH THE BUYER'S REQUIREMENTS. IN THE EVENT THE SERVICES OR PART THEREOF DO NOT CONFORM TO THE REQUIREMENTS UNDER THE CONTRACT, THE SELLER SHALL, UPON DEMAND IN WRITING BY THE BUYER, FORTHWITH RE-PERFORM THE SERVICES. THE SERVICES SO RE-PERFORMED BEING THEN SUBJECT TO THE WARRANTY FOR A FURTHER PERIOD OF ONE (1) YEAR FROM THE DATE OF SUCH RE-PERFORMANCE IS ACCEPTED BY THE BUYER. 卖方保证挑选并提供对履行合同项下的工作有经验并熟练的员工，并保证其以应有的谨慎和尽职的态度和熟练的方法，在买方规定的履行期内，根据买方的要求，提供合同项下服务。若服务的整体或部分

与合同要求不符，卖方应立即根据买方的书面要求，重新提供服务。重新提供的服务的质保期应为一（1）年，自买方接受重新提供的服务之日起算。

(d) UNTIL SUCH TIME AS THE DEFECTIVE SERVICES ARE RE-PERFORMED TO THE SATISFACTION OF THE BUYER, THE BUYER SHALL NOT BE OBLIGED TO MAKE PAYMENT THEREFOR OR, IF PAYMENT HAS ALREADY BEEN MADE, THE SELLER SHALL REFUND TO THE BUYER ALL SUMS PAID. ANY ADDITIONAL OR INCIDENTAL COSTS RELATED TO THE RE-PERFORMANCE OF THE SERVICES OR PART THEREOF SHALL BE BORNE SOLELY BY THE SELLER. 在买方满意卖方重新提供的服务之前，买方并无义务为之付款；若买方此前已经支付款项，卖方应将买方所付款项全部退还买方。因重新提供的服务的整体或部分所产生的任何额外或附加费用由卖方自行承担。

(e) THE SELLER REPRESENTS AND WARRANTS THAT IT SHALL ENSURE THAT ALL OF ITS PERSONNEL ARE LEGALLY ENTITLED TO WORK IN SINGAPORE (IN TERMS OF AGE AND IMMIGRATION STATUS AND AS OTHERWISE REQUIRED BY APPLICABLE LAW). AS BETWEEN THE PARTIES, THE SELLER IS SOLELY RESPONSIBLE FOR ITS PERSONNEL, WHO WILL AT ALL TIMES REMAIN EMPLOYEES OF SELLER AND NOT THE BUYER. 卖方声明并保证，卖方应确保其所有人员在新加坡有合法工作资格（包括年龄、移民身份及其他适用法律要求）。在买卖双方之间，卖方独立对其人员承担责任，卖方的人员应始终是卖方的员工，而非买方的员工。

12. PAYMENT 付款

(a) THE CONTRACT PRICE SHALL BE PAYABLE BY THE BUYER WITHIN A MUTUALLY AGREED PERIOD (WHICH IN THE ABSENCE OF AGREEMENT IS FORTY FIVE (45) DAYS) DAYS UPON THE BUYER'S RECEIPT OF THE SELLER'S CORRECT INVOICE OR ACCEPTANCE OF THE GOODS AND/OR SERVICES BY THE BUYER, WHICHEVER IS LATER, TOGETHER WITH ALL SUPPORTING DOCUMENTS, AS MAY BE REQUIRED UNDER THE CONTRACT SAVE THAT THE SELLER AGREES TO ACCEPT THE CORRECT INVOICE AMOUNT DISCOUNTED BY 3% OR SUCH OTHER MUTUALLY AGREED RATE IN EXCHANGE FOR THE BUYER'S INITIATION OF PAYMENT ON THE FIFTEENTH (15TH) DAY FOLLOWING RECEIPT OF SELLER'S CORRECT INVOICE. 买方应在双方约定的期限（若无约定的，则为四十五（45）日）内支付合同价款，自买方收到卖方的合格发票之日或接受货物和/或服务之日（以较晚发生者为准）起算，且卖方应一并提供合同要求的所有证明文件；若卖方同意对合格发票金额提供 3%或其它双方商定的折扣，买方可相应调整为在收到卖方的合格发票后十五（15）日内付款。

(b) INVOICES MUST BE ISSUED IN THE NAME OF THE SELLER. IF THE BUYER RECEIVES AN INVOICE FROM ANOTHER ENTITY (WHETHER RELATED TO THE SELLER OR NOT), THE BUYER SHALL BE ENTITLED TO REJECT ALL SUCH

INVOICES AS IMPROPER. IF THE SELLER INSISTS ON PAYMENT FOR IMPROPER INVOICES, SUCH ACTION SHALL BE DEEMED TO BE A BREACH OF THE CONTRACT AND ALL REMEDIES FOR SUCH BREACH SHALL THEN BE AVAILABLE TO THE BUYER. 发票必须以卖方的名义开具。若买方收到的发票是由另一实体（不论是否与卖方有关联）开具，则买方有权将其视为错误发票，予以拒绝。若卖方坚持要求买方依错误发票支付价款，则视为违约，买方可据此采取所有有关违约的救济措施。

(c) IN THE EVENT THE SELLER WISHES THE BUYER TO MAKE PAYMENT OF THE CONTRACT PRICE TO A PARTY OTHER THAN THE SELLER, THE SELLER SHALL SEEK THE PRIOR WRITTEN CONSENT OF THE BUYER PURSUANT TO CLAUSE 20 HEREIN. 若卖方希望买方向卖方之外的第三方支付合同价款，则卖方应按照以下第 20 条事先获得买方的书面同意。

(d) THE BUYER SHALL BE ENTITLED TO SET OFF AGAINST ANY AMOUNT OWING FROM THE SELLER TO THE BUYER OR TO ANY OF THE BUYER'S AFFILIATES AGAINST ANY AMOUNT PAYABLE UNDER THE CONTRACT. 买方有权以卖方对买方或买方的关联公司的应付款项，抵销合同项下买方对卖方的应付款项。

13. ALTERATIONS OF SPECIFICATIONS, PLANS, DRAWINGS, PATTERNS AND SAMPLES 规格要求、设计、制图、式样和样品的变更

AFTER ACCEPTANCE OF THE CONTRACT, THE SELLER SHALL NOT ALTER THE SPECIFICATIONS, PLANS, DRAWINGS, PATTERNS OR SAMPLES OF ANY PART OF THE GOODS AND/OR SERVICES UNLESS DIRECTED BY OR WITH THE PRIOR WRITTEN AGREEMENT OF THE BUYER, BUT THE BUYER RESERVES THE RIGHT TO ALTER FROM TIME TO TIME THE SPECIFICATIONS, PLANS, DRAWINGS, PATTERNS AND SAMPLES AS FROM THE DATE SPECIFIED BY THE BUYER AND THE GOODS AND/OR SERVICES SHALL THEREAFTER BE IN ACCORDANCE WITH THE SPECIFICATIONS, PLANS, DRAWINGS, PATTERNS AND SAMPLES SO ALTERED. IN THE EVENT THAT SUCH ALTERATION(S), DIRECTED BY THE BUYER, RESULT IN CHANGES TO COSTS OR TIME OF DELIVERY, THESE CHANGES SHALL BE AGREED TO BETWEEN THE BUYER AND THE SELLER. IN ALL OTHER RESPECTS, THE CONTRACT SHALL REMAIN UNALTERED. 在接受合同后，除非获得买方的指示或事先书面同意，否则，卖方不得变更货物和/或服务任何部分的规格要求、设计、制图、式样或样品。但是，买方保留自其指定日期起对规格要求、设计、制图、式样和样品不时进行修改的权利，在此之后，货物和/或服务应与此类规格要求、设计、制图、式样和样品变更后的要求相符。若买方的此类变更指示将造成费用或交付时间的变更，则此变更须经买卖双方同意。除此之外，合同的其它方面保持不变。

14. INDEPENDENT CONTRACTOR 独立的合同方

NOTHING IN THE CONTRACT SHALL BE CONSTRUED TO CREATE A RELATIONSHIP OF EMPLOYER AND EMPLOYEE OR PARTNERSHIP BETWEEN THE BUYER AND THE SELLER. THE SELLER SHALL AT ALL TIMES BE DEEMED TO BE AN INDEPENDENT CONTRACTOR. 合同中的任何条款均不得视为买方和卖方之间形成雇主和雇员的关系或者合伙关系。卖方应始终被视为独立的合同方。

15. COMPLIANCE WITH LAWS AND PAYMENT OF TAXES 合规及税款的支付

(a) THE SELLER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS INCLUDING ALL APPLICABLE IMPORT AND EXPORT CUSTOMS REGULATIONS AND FORMALITIES AND THE STRATEGIC GOODS (CONTROL) ACT, CAP 300. SPECIFICALLY, IF THE GOODS ARE SUBJECT TO EXPORT CONTROL, THE SELLER SHALL PROVIDE INFORMATION ON THE EXPORT CLASSIFICATION OF EACH RESPECTIVE EXPORT-CONTROLLED ITEMS, INCLUDING ANY ORIGIN CONTROLLED ITEMS OR TECHNOLOGY (IF APPLICABLE). A COPY OF THE EXPORT LICENCE SHALL BE MADE AVAILABLE TO THE BUYER, INDICATING THE PROVISOS OR LICENSING CONDITIONS FOR EACH OF THESE EXPORT-CONTROLLED ITEMS, INCLUDING THOSE ITEMS THAT ARE EXPORTED WITH NO LICENCE REQUIRED OR USING A LICENCE EXCEPTION/EXEMPTION. 卖方应遵守包括相关进出口的海关规定和程序、《战略商品（管制）法》（第 300 章）在内的一切适用法律。具体而言，如果货物受到出口管制，卖方应提供每项出口管制物品的出口分类信息，包括任何受原产地管制的物品或技术（如适用）。卖方应将出口许可证的副本提供给买方，并标示每项出口管制物品的限制或许可条件，包括那些不需要许可证或使用许可证例外/豁免的出口物品。

(b) THE SELLER UNDERTAKES TO PAY OR REIMBURSE THE BUYER FOR THE PAYMENT OF ALL FEES, LEVIES, DUTIES AND TAXES (INCLUDING SALES, USE OR CONSUMPTION TAXES, GOODS AND SERVICES TAX, WITHHOLDING TAX, VALUE ADDED TAX AND TAXES INCURRED AND/OR PAYABLE ACCORDING TO AND/OR UNDER THE RELEVANT LAWS) AND THE APPLICATION TO THE RELEVANT AUTHORITIES FOR ANY REQUIRED LICENCES AND ANY AUTHORISATIONS AS A RESULT OF THE SALE AND IMPORTATION OF THE GOODS OR SERVICES. 卖方保证其将支付或偿还买方所支付的、因销售和进口货物或服务所发生的全部费用、课征、关税和税款（包括销售税、使用税或消费税、货物和服务税、预提税、增值税和根据相关法律发生和/或应付的税款），并向相关机构申请取得销售和进口货物或服务所需的一切许可或授权。

16. INTELLECTUAL PROPERTY RIGHTS 知识产权

(a) THE SELLER REPRESENTS AND WARRANTS THAT: 卖方声明及保证：

(i) NEITHER THE SALE NOR THE USE OF THE GOODS AND/OR SERVICES NOR THE PERFORMANCE OF THE CONTRACT WILL INFRINGE ANY PATENT, TRADEMARK, REGISTERED DESIGN OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS; 无论是货物和/或服务的销售或使用，还是合同的履行，均不会侵犯任何专利、商标、注册的外观设计以及其它工业产权或知识产权；

(ii) IT IS NOT THE PROPRIETOR AND/OR OWNER OF ANY INTELLECTUAL PROPERTY RIGHTS THAT WOULD AFFECT, IMPAIR OR RESTRICT THE USE BY THE BUYER AND ITS AFFILIATES AND CUSTOMERS FROM UTILISING THE GOODS AND SERVICES; AND 买方并不拥有任何影响、削弱或限制买方及其关联公司、客户使用货物和服务的知识产权；并且，

(iii) IT SHALL NOT ASSERT ANY OF ITS RIGHTS IN CONNECTION WITH THE USE BY THE BUYER AND ITS AFFILIATES AND CUSTOMERS OF ANY SELLER'S BACKGROUND IP. 卖方不会针对买方及其关联公司、客户使用卖方任何背景知识产权而主张权利。

(b) ALL BACKGROUND IP DISCLOSED IN CONNECTION WITH THE CONTRACT SHALL REMAIN THE PROPERTY OF THE DISCLOSING PARTY. 一切被披露的、与合同相关的背景知识产权应始终归披露方所有。

(c) THE SELLER SHALL GRANT TO THE BUYER AN IRREVOCABLE, NON-EXCLUSIVE, PERPETUAL, WORLDWIDE, ROYALTY FREE LICENSE TO USE AND MAKE MODIFICATIONS TO THE SELLER'S BACKGROUND IP AND TO DISCLOSE THE SELLER'S BACKGROUND IP TO THE BUYER'S RELATED COMPANIES, AFFILIATES, CUSTOMERS, CLIENTS, PARTNERS AND CONTRACTORS IN CONNECTION WITH THE MAINTENANCE, REPAIR, SALE, TEST, QUALIFICATION AND/OR MODIFICATION OF THE GOODS AND/OR SERVICES. 卖方应授予买方不可撤销的、非排他的、永久的、全球范围的、免费的许可，以便其对卖方的背景知识产权进行使用和修改，并向与货物和/或服务的保养、维修、销售、测试、资质和/或变更有关的、买方的相关公司、关联公司、客户、顾客、合作方和承包商披露卖方的背景知识产权。

(d) ANY FOREGROUND IP DEVELOPED SHALL BE DELIVERED TO, AND SHALL BE THE PROPERTY OF, THE BUYER. THE SELLER SHALL ASSIGN, AND SHALL PROCURE ITS DIRECTORS, EMPLOYEES, OFFICERS AND/OR AGENTS TO ASSIGN, ALL SUCH FOREGROUND IP TO THE BUYER. IN ADDITION, THE SELLER SHALL PROVIDE REASONABLE AND PROMPT ASSISTANCE TO THE BUYER TO ENABLE IT TO SECURE ANY INTELLECTUAL PROPERTY RIGHTS IN THE FOREGROUND IP. 开发的前景知识产权应交付予买方，并归买方所有。买方应自行且促使其董事、雇员、管理人员及/或代理人，将一切前景知识产权转让予买方。同时，卖方应向买方提供合理、迅速的协助，促使其取得前景知识产权中的知识产权。

(e) IF A PURCHASE ORDER INCLUDES A LINE ITEM FOR GOODS OR SERVICES OR MODIFICATION OR IMPROVEMENT TO EXISTING GOODS AND SERVICES, ANY INTELLECTUAL PROPERTY RELATING TO SUCH GOODS AND SERVICES SHALL BE CONSIDERED FOREGROUND IP WHICH SHALL BE OWNED BY THE BUYER UNLESS THE SELLER CAN PROVIDE CLEAR AND CONVINCING EVIDENCE THAT SUCH INTELLECTUAL PROPERTY WAS WHOLLY DEVELOPED OUTSIDE THE SCOPE OF THE CONTRACT AT THE SELLER'S OWN COSTS AND EXPENSES. 如订单中包含货物或服务的明细，或者包含对现有货物和服务的变更或改进，则与该货物和服务相关的知识产权应被视为前景知识产权，归买方所有，除非卖方提供明确、令人信服的证据证明该知识产权完全属于卖方在合同范围之外、自己承担费用开发出来的。

(f) THE SELLER SHALL INDEMNIFY AND SAVE HARMLESS THE BUYER (INCLUDING, FOR THIS PURPOSE, EVERY OFFICER, DEPARTMENT, EMPLOYEE, SERVANT, AGENT & REPRESENTATIVE THEREOF) AGAINST ALL ACTIONS, COSTS, CLAIMS, DEMANDS, EXPENSES AND LIABILITIES WHATSOEVER RESULTING FROM ANY ACTUAL OR ALLEGED INFRINGEMENT AS AFORESAID, AND SHALL AT ITS OWN EXPENSE DEFEND OR (AT THE BUYER'S OPTION) ASSIST IN THE DEFENCE OF ANY PROCEEDINGS WHICH MAY BE BROUGHT IN THAT CONNECTION. 卖方应赔偿买方（为实现本条约定的目的，“买方”亦包含其所有高管、部门、员工、雇员、代理人及代表人）并使其利益免受因实际发生或声称的以上侵权行为所导致的一切行动、费用、索赔、要求、开销及责任的影响，并自行承担费用，在因此引致的诉讼程序中进行抗辩或协助抗辩（依买方选择而定）。

(g) FOR THE PURPOSES OF THIS CLAUSE, THE FOLLOWING DEFINITIONS SHALL APPLY: 如下定义适用于本条款：

(i) "BACKGROUND IP" MEANS ALL INTELLECTUAL PROPERTY DEVELOPED OR ACQUIRED BY EITHER PARTY BEFORE, OR WHICH IS OUTSIDE THE SCOPE OF, THE CONTRACT. "背景知识产权"指一方在签订合同之前或合同范围之外所开发或取得的一切知识产权。

(ii) "FOREGROUND IP" MEANS ALL INTELLECTUAL PROPERTY DEVELOPED BY THE SELLER PURSUANT TO ITS OBLIGATIONS UNDER THE CONTRACT. "前景知识产权"指卖方根据合同项下的义务所开发的一切知识产权。

17. CONFIDENTIALITY 保密

(a) EXCEPT WITH THE CONSENT OF THE BUYER IN WRITING, THE SELLER SHALL NOT DISCLOSE THE CONTRACT OR ANY PROVISION THEREOF OR ANY SPECIFICATION OR ANY INFORMATION ISSUED OR FURNISHED BY OR ON BEHALF OF THE BUYER IN CONNECTION THEREWITH, TO ANY PERSON OTHER

THAN A PERSON EMPLOYED BY THE SELLER IN THE CARRYING OUT OF THE CONTRACT. THE DISCLOSURE TO ANY SUCH EMPLOYEE OF THE SELLER SHALL BE MADE IN CONFIDENCE AND ON A "NEED TO KNOW" BASIS. THE SELLER SHALL ENSURE THAT SUCH OF ITS EMPLOYEE(S) IS/ARE BOUND BY THE TERMS OF THIS CLAUSE. IF THE SELLER IS REQUIRED TO DISCLOSE ANY INFORMATION MENTIONED HEREIN TO ITS PERMITTED SUBCONTRACTOR FOR THE PURPOSES OF PERFORMING ITS OBLIGATIONS UNDER THE CONTRACT, IT SHALL BE PERMITTED TO DO SO IF THE SELLER ENSURES THAT SUCH SUBCONTRACTORS AGREE IN WRITING TO BE BOUND BY THE CONFIDENTIALITY OBLIGATIONS AS SET OUT IN THE CONTRACT. 非经买方书面同意，卖方不得向除卖方在履行合同过程中雇佣的人员以外的任何人员披露合同、合同的条款、规格要求或由买方或经买方授权出具或提供的任何信息。对卖方雇佣人员披露信息，应以保密的方式进行，并以"有必要知晓"为前提。卖方应当确保该等雇员受本条款约束。如卖方为履行合同项下义务，被要求向经批准的分包商披露上述信息，卖方应确保该分包商书面同意受合同中的保密义务约束，方可进行该项披露。

(b) EXCEPT WITH THE CONSENT IN WRITING FROM THE BUYER, THE SELLER SHALL NOT MAKE USE OF ANY INFORMATION MENTIONED HEREIN SUPPLIED BY THE BUYER FOR THE PURPOSES OF THE CONTRACT FOR ANY OTHER PURPOSE OTHER THAN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THE CONTRACT. 非经买方书面同意，卖方不得将买方为合同目的而提供的、本文件所指的任何信息，用于履行合同义务之外的其它目的。

(c) ALL SPECIFICATIONS SHALL REMAIN THE PROPERTY OF THE BUYER AND SHALL BE RETURNED TO THE BUYER (TOGETHER WITH ALL COPIES MADE) IMMEDIATELY UPON TERMINATION OR COMPLETION OF THE CONTRACT. 一切规格要求始终归买方所有，卖方应在合同终止或履行完毕时立即返还给买方（连同所有复印件）。

(d) RECORDS AND AUDIT. FOR THE PURPOSES OF THIS CLAUSE 17(D), "CONFIDENTIAL INFORMATION" SHALL MEAN THE CONTRACT OR ANY PROVISION THEREOF OR ANY SPECIFICATION OR ANY INFORMATION ISSUED OR FURNISHED BY OR ON BEHALF OF THE BUYER IN CONNECTION THEREWITH. TO THE EXTENT THAT THE SELLER RECEIVES ANY CONFIDENTIAL INFORMATION OF BUYER OR ITS AFFILIATES (WHICH INCLUDES ANY ENTITY CONTROLLED BY, CONTROLLING OR UNDER COMMON CONTROL WITH, BUYER) IN ITS PERFORMANCE OF THIS CONTRACT, SELLER SHALL, AT ALL TIMES DURING THE TERM OF THE CONTRACT AND FOR A PERIOD OF TEN (10) YEARS THEREAFTER, MAINTAIN RECORDS RELATING TO THE CONTRACT, ITS PERFORMANCE THEREOF, AND ITS STORAGE AND TRANSFER, WHERE PERMITTED, OF SUCH CONFIDENTIAL INFORMATION, TOGETHER WITH SUPPORTING OR UNDERLYING DOCUMENTS AND MATERIALS. 记录和审计。就本第 17(d)条而言，"保密信息"系指本合同或其中的任何条款，或由买方或其代表就此出具或提供的任何规格要求或任何信息。

在履行本合同期间，对于卖方从买方或其关联公司（包括买方控制，或控制买方，或与买方处于共同控制之下的任何实体）收到的任何机密信息，卖方必须在合同期内以及之后的十(10)年内，保存好任何与合同、履行情况、经允许后存储和传输该等机密信息的相关记录，以及任何支持性或基础性的文件和材料。

THE SELLER SHALL AT ANY TIME REQUESTED BY THE BUYER, WHETHER DURING OR AFTER COMPLETION OF THE CONTRACT, AND AT SELLER'S OWN EXPENSE MAKE SUCH RECORDS AVAILABLE FOR INSPECTION AND AUDIT (INCLUDING COPIES AND EXTRACTS OF RECORDS AS REQUIRED) BY THE BUYER AND ITS AUTHORIZED REPRESENTATIVES. SUCH RECORDS SHALL BE MADE AVAILABLE TO THE BUYER DURING NORMAL BUSINESS HOURS AT THE SELLER'S OFFICE OR PLACE OF BUSINESS AND SUBJECT TO A THREE (3) DAY WRITTEN NOTICE. 卖方应根据买方在合同期或合同完成后随时提出的要求，提供该等记录（包括记录的副本和摘录，视具体要求而定）供买方及其授权代表进行检查和审计，并自行承担费用。卖方应在提前三(3)天收到书面通知后，在正常办公时间内，在卖方办公室或营业地点向买方提供该等记录。

THE SELLER SHALL ENSURE THE BUYER HAS THE RIGHTS STATED IN THE FOREGOING PARAGRAPH IN RELATION TO THE SELLER'S EMPLOYEES, AGENTS, ASSIGNS, SUCCESSORS, AND SUBCONTRACTORS, AND THESE RIGHTS SHALL BE EXPLICITLY INCLUDED IN ANY SUBCONTRACTS FORMED BETWEEN THE SELLER AND ANY SUBCONTRACTORS TO THE EXTENT THAT THOSE SUBCONTRACTS RELATE TO FULFILMENT OF THE SELLER'S OBLIGATIONS TO THE BUYER. 卖方应保证买方对卖方的雇员、代理人、受让人、继任者、分包商拥有前段所述权利。若分包合同与卖方向买方履行义务有关，则该等权利应明确包含在卖方与分包商之间的分包合同中。

THIS CLAUSE 17(D) SHALL SURVIVE TERMINATION OR EXPIRY OF THE CONTRACT FOR TEN (10) YEARS. 本第 17(d)条在合同终止或期满后十(10)年内继续有效。

18. PERSONAL DATA 个人数据

(a) THE SELLER ACKNOWLEDGES THAT IT HAS READ THE BUYER'S PERSONAL DATA POLICY, AS MAY BE AMENDED FROM TIME TO TIME, AND CONSENTS TO THE COLLECTION, USE AND DISCLOSURE OF ANY PERSONAL DATA FOR THE PURPOSES SET OUT IN THE BUYER'S PERSONAL DATA POLICY. A COPY OF THE BUYER'S PERSONAL DATA POLICY CAN BE ACCESSED AT HTTPS://WWW.STENGG.COM/EN/PERSONAL-DATA-POLICY/. 卖方确认其已阅读买方的个人数据政策（买方可不时进行修改），并同意按买方的个人数据政策所规定的用途，收集、使用和披露个人数据。买方的个人数据政策可在HTTPS://WWW.STENGG.COM/EN/PERSONAL-DATA-POLICY/获取。

(b) FOR THE PURPOSES OF THIS CLAUSE: 在本条款中：

"PDPA" MEANS THE PERSONAL DATA PROTECTION ACT 2012 (NO. 26 OF 2012). "个人数据保护法"指 2012 年个人数据保护法（2012 年第 26 号）。

"PERSONAL DATA" SHALL MEAN DATA, WHETHER TRUE OR NOT, ABOUT AN INDIVIDUAL WHO CAN BE IDENTIFIED: "个人数据"指关于可通过以下途径被识别的个人的数据，无论其真假：

(i) FROM THAT DATA; OR 可通过数据进行识别；或者

(ii) FROM THAT DATA AND OTHER INFORMATION TO WHICH THE ORGANISATION HAS OR IS LIKELY TO HAVE ACCESS, 可通过数据和该组织拥有或可能拥有路径访问的其他信息进行识别，

AND WHICH SHALL SPECIFICALLY INCLUDE THE NAME, MOBILE NUMBER, NRIC NUMBER, FIN NUMBER, PASSPORT NUMBER, VEHICLE NUMBER, NATIONALITY, PERSONAL EMAIL ADDRESS, RESIDENTIAL ADDRESS, RESIDENTIAL TELEPHONE NUMBER, PHOTOGRAPHS AND VIDEO AND CCTV FOOTAGE, IN RELATION TO AN INDIVIDUAL. 具体包括与个人相关的姓名、手机号码、身份证号、签证号、护照号、车牌号、国籍、个人邮箱地址、居住地址、住宅电话、照片、视频和闭路电视录像。

(c) THE SELLER CONFIRMS THAT IF IT PROVIDES PERSONAL DATA OF INDIVIDUALS TO THE BUYER, IT IS AUTHORISED TO DISCLOSE AND CONSENT, ON THEIR BEHALF, TO THE PROCESSING OF SUCH PERSONAL DATA FOR THE PURPOSES DESCRIBED IN THE BUYER'S PERSONAL DATA POLICY, OR OTHER PURPOSES FOR WHICH THE SELLER'S CONSENT HAS BEEN SOUGHT AND OBTAINED. 卖方确认，如卖方向买方提供个人的个人数据，卖方有权代表该等个人披露和同意，基于买方的个人数据政策所规定的用途或已寻求并取得卖方同意的其他用途，对该等个人数据进行处理。

(d) THE SELLER UNDERTAKES TO COMPLY WITH ALL APPLICABLE DATA PROTECTION LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE PDPA, AND SHALL ENSURE THAT THAT ANY PERSONAL DATA PROVIDED BY THE BUYER SHALL BE COLLECTED, USED, DISCLOSED AND/OR TRANSFERRED IN ACCORDANCE WITH ALL APPLICABLE DATA PROTECTION LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE PDPA. 卖方承诺遵守一切适用的数据保护法律法规，包括但不限于个人数据保护法，并应确保买方提供的一切个人数据将根据一切适用的数据保护法律法规（包括但不限于个人数据保护法）进行收集、使用、披露和/或传输。

(e) ANY PERSONAL DATA PROVIDED BY THE BUYER TO THE SELLER SHALL ONLY BE USED FOR THE PURPOSES OF COMPLYING AND FULFILLING ITS OBLIGATIONS UNDER THE CONTRACT. 买方向卖方提供的个人数据应仅用于遵守及履行合同项下义务的用途。

(f) THE SELLER MAY PROVIDE ACCESS TO ANY DIRECTOR, EMPLOYEE, OFFICERS OR SUBCONTRACTOR WHO REQUIRES ACCESS TO PERSONAL DATA PROVIDED BY THE BUYER PROVIDED THAT SUCH DIRECTOR, EMPLOYEE, OFFICERS OR SUBCONTRACTOR SHALL NOT ACCESS, USE, DISCLOSE, OR RETAIN SUCH PERSONAL DATA PROVIDED BY THE BUYER EXCEPT IN PERFORMING THEIR DUTIES OF EMPLOYMENT IN CONNECTION WITH THE CONTRACT. 卖方可向需要获取买方提供的个人数据的董事、雇员、管理人员或分包商提供获取路径，前提是该董事、雇员、管理人员或分包商仅仅为履行与合同相关的雇佣职责而获取、使用、披露或保存该个人数据。

(g) THE SELLER SHALL NOT TRANSFER PERSONAL DATA HELD IN CONNECTION WITH THE CONTRACT OUTSIDE SINGAPORE, OR ALLOW PARTIES OUTSIDE SINGAPORE TO HAVE ACCESS TO IT, WITHOUT THE PRIOR APPROVAL OF THE BUYER. 未经买方事先同意，买方不得将与合同有关的个人数据传输至新加坡境外，或允许新加坡境外的其他方获取该数据。

(h) THE SELLER SHALL, IN EVENT IT IS NOTIFIED OF A BREACH OF THE PROVISIONS OF THIS CLAUSE 18 BY ITSELF, ITS DIRECTOR, EMPLOYEE, OFFICERS OR SUBCONTRACTOR, IMMEDIATELY NOTIFY THE BUYER. 如卖方收到有关其自身、董事、雇员、管理人员或分包商违反本第 18 条的通知，卖方应立即通知买方。

(i) UPON THE TERMINATION OF THE CONTRACT AND AT ANY TIME DURING THE TERM OF THE CONTRACT, AT BUYER'S REQUEST IN WRITING, THE SELLER SHALL PROMPTLY CEASE THE PROCESSING OF PERSONAL DATA AND ERASE THE PERSONAL DATA FROM ALL FORMS AND MODES OF STORAGE (INCLUDING STORAGE ON BACK-UP SYSTEMS) AND DESTROY ALL HARD AND SOFT COPIES OF RECORDS, DOCUMENTS AND OTHER MATERIAL THAT RECORD THE PERSONAL DATA AND PROVIDE WRITTEN CONFIRMATION OF THE ERASURE AND DESTRUCTION TO THE BUYER. NOTWITHSTANDING THE AFORESAID, THE SELLER SHALL BE PERMITTED TO RETAIN RECORDS OF THE PERSONAL DATA ONLY TO THE EXTENT AND FOR AS LONG AS IT CONSIDERS THAT RETENTION IS NECESSARY FOR THE PURPOSES OF PERFORMING ITS OBLIGATIONS UNDER THE CONTRACT OR NECESSARY FOR ITS LEGAL PURPOSES. 在合同终止后以及合同期限内的任何时间，若买方书面要求，卖方应立即停止处理个人数据，并从所有形式和模式的存储（包括备份系统存储）中删除个人数据，销毁所有记录个人数据的复印件和电子版记录、文件及其他材料，并向买方提供已完成删除和销毁的书面确认。尽管有前述约

定，卖方仍被允许仅限于为履行合同义务或实现其合法目的之必须，在必要的范围和时间内保留个人数据记录。

19. PROPERTY OF THE BUYER 买方财产

(a) ALL TOOLING, MOULDS, DIES, FIXTURES, EQUIPMENT, PLANT OR MATERIALS FURNISHED TO THE SELLER BY THE BUYER OR PAID FOR OR PARTIALLY PAID FOR BY THE BUYER AND ANY REPLACEMENT THEREOF, OR ANY MATERIALS AFFIXED THERETO ("BUYER'S PROPERTY") SHALL AT ALL TIMES REMAIN THE PROPERTY OF THE BUYER AND THE SELLER SHALL NOT USE THE SAME FOR ANY PURPOSE OTHER THAN FOR THE FULFILMENT OF ITS OBLIGATIONS UNDER THE CONTRACT. SUCH BUYER'S PROPERTY SHALL BE HELD AT THE SELLER'S RISK WHEN THE SAME IS IN THE SELLER'S CUSTODY AND CONTROL, AND SHALL BE RETURNED PROMPTLY IN THE SAME CONDITION AS ORIGINALLY RECEIVED BY SELLER (EXCEPT FOR REASONABLE WEAR AND TEAR), AT SELLER'S COSTS AND EXPENSE, UPON WRITTEN DEMAND BY THE BUYER AND SHALL BE INSURED BY THE SELLER IN THE NAME OF THE BUYER ON AN "ALL RISK" BASIS FOR FULL REPLACEMENT COST. 买方向卖方提供或者全部或部分由买方付款的一切工具、模具、冲模、工装、设备、厂房或材料，以及其替代品，或上述物品的任何附属材料（以上统称"买方财产"），始终归买方所有，且卖方不得将该等物品用于履行合同项下义务之外的其它目的。该等买方财产在卖方保管和控制期间的风险，应由卖方承担，并应在收到买方书面要求时，立即按卖方最初收到的状态（合理损耗除外）进行返还，费用由卖方承担；卖方应以买方名义投保"一切险"，以获得全额重置成本。

(b) ANY SUCH BUYER'S PROPERTY SHALL BE CLEARLY MARKED AND IDENTIFIED AS BEING THE BUYER'S PROPERTY AND TO THE EXTENT PRACTICABLE, SHALL BE STORED IN A SAFE AND SECURE PLACE AND SEPARATED FROM ANY OF THE SELLER'S PROPERTY. 该买方财产应被明确标记为买方财产，在可行的情况下，应存放在安全地点，并与卖方财产分开存放。

(c) THE SELLER DOES NOT ACQUIRE BY IMPLICATION OR OTHERWISE ANY RIGHT IN OR TITLE TO OR LICENSE IN CONNECTION WITH SUCH BUYER'S PROPERTY. THE SELLER SHALL NOT BE ALLOWED TO ANALYSE, REPRODUCE, REDESIGN, REVERSE ENGINEER OR MANUFACTURE SUCH BUYER'S PROPERTY. 卖方不得以默示或其他方式获得买方财产相关的权利、所有权或许可。卖方不得对该买方财产进行分析、复制、重新设计、逆向工程或生产。

(d) THE SELLER SHALL PERMIT THE BUYER TO ENTER THE PREMISES WHERE THE BUYER PROPERTY IS KEPT TO INSPECT AND/OR TAKE POSSESSION OF THE BUYER'S PROPERTY. 卖方应允许买方进入存放买方财产的场所，以检查和/或取回买方财产。

(e) IN EVENT THE SELLER DESIGNS AND/OR MANUFACTURES HARDWARE, EQUIPMENT OR OTHER PROPERTY FOR THE PURPOSE OF SELLING TO A THIRD PARTY WHICH IS SUBSTANTIALLY SIMILAR TO OR HAS THE ABILITY TO REPLACE A PRODUCT DESIGNED AND/OR MANUFACTURED BY THE BUYER, THE SELLER IS OBLIGED TO, IN ANY PROCEEDINGS INVOLVING THE BUYER'S PROPERTY, PROVIDE CLEAR AND CONVINCING EVIDENCE THAT NEITHER THE SELLER NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OR THOSE OF ITS AFFILIATES HAD UTILISED, DIRECTLY OR INDIRECTLY, ANY OF THE BUYER'S PROPERTY, IN THE DESIGN OR MANUFACTURING OF THE PRODUCT. 若卖方为向第三方销售而设计和/或生产的硬件、设备或其他财产与买方设计和/或生产的产品构成实质相似，或能够替代买方设计和/或生产的产品，卖方应当在所有涉及买方财产的程序中，提供明确、令人信服的证据，证明卖方或其自身及关联公司的董事、管理人员、雇员或代理未在产品的设计或生产过程中直接或间接利用买方财产。

20. ASSIGNMENT, SUB-CONTRACTING AND CHANGE OF CONTROL 转让、合同分包和控制权变更

(a) THE SELLER SHALL NOT ASSIGN OR TRANSFER THE CONTRACT AND ANY RIGHTS OR OBLIGATIONS THEREIN, INCLUDING ANY RIGHTS TO RECEIVE PAYMENT, TO ANY PERSON, FIRM OR CORPORATION, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BUYER. FOR THE PURPOSES OF THE CONTRACT, A CHANGE OF CONTROL OF THE SELLER SHALL CONSTITUTE AN ASSIGNMENT OF THE CONTRACT AND A "CHANGE OF CONTROL" SHALL MEAN THE OCCURRENCE OF ANY OF THE FOLLOWING EVENTS: (I) AN ACQUISITION OF THE SELLER BY ANOTHER ENTITY BY MEANS OF ANY TRANSACTION OR SERIES OF RELATED TRANSACTIONS (INCLUDING, WITHOUT LIMITATION, ANY REORGANIZATION, MERGER OR CONSOLIDATION); OR (II) A SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE SELLER, SO LONG AS IN EITHER CASE THE SELLER'S SHAREHOLDERS IMMEDIATELY PRIOR TO SUCH EVENT SET OUT IN SUBPARAGRAPHS (I) OR (II) WILL, IMMEDIATELY AFTER OCCURRENCE OF SUCH EVENT, HOLD LESS THAN 50% OF THE VOTING POWER OF THE SURVIVING OR ACQUIRING ENTITY. 未经买方事先书面同意，卖方不得向任何个人、公司或企业转让合同或合同中的任何权利和义务，包括任何收取款项的权利。基于合同的目的，卖方的控制权变更应构成合同的转让，而且，"控制权变更"指发生如下任一情形：(i) 另一方通过一项或一系列相关交易（包括但不限于重组、兼并或合并）收购卖方，或(ii) 卖方出售其全部或实质上所有的资产，从而导致在以上(i)或(ii)项载明的情形发生之前的卖方股东在该情形发生后随即对现存主体或收购主体持有低于 50%的投票权。

(b) THE SELLER SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE BUYER, SUB-CONTRACT THE CONTRACT OR ANY PART THEREOF OTHER THAN FOR MATERIALS, MINOR DETAILS OR FOR ANY PART OF THE GOODS FOR WHICH THE MANUFACTURERS ARE NAMED IN THE SPECIFICATIONS. THE SELLER IS AT

ALL TIMES RESPONSIBLE FOR ENSURING COMPLIANCE WITH ALL REQUIREMENTS OF THE CONTRACT, INCLUDING IN RELATION TO ALL GOODS AND SERVICES SUPPLIED BY ITS SUB-CONTRACTORS. ANY CONSENT GIVEN BY THE BUYER TO THE SELLER TO SUB-CONTRACT THE CONTRACT OR ANY PART THEREOF SHALL NOT RELIEVE THE SELLER FROM ANY OF ITS OBLIGATIONS UNDER THE CONTRACT. 未经买方事先书面同意，卖方不得将合同全部或部分分包予他人，除非是为原料、次要物件或在规格要求中列明生产商名称的部分货物。卖方应保证始终遵守合同的一切要求，包括涉及其分包商提供的一切货物或服务。即使买方同意卖方分包整个或部分合同，仍不免除卖方在合同下的任何义务。

(c) THE BUYER MAY TRANSFER OR ASSIGN ANY OF ITS RIGHTS AND OBLIGATIONS UNDER THIS CONTRACT TO ANY DIRECT AND/OR INDIRECT SUBSIDIARY COMPANY OF SINGAPORE TECHNOLOGIES ENGINEERING LTD. 买方可将其在本合同下的任何权利和义务转让或委托给新加坡科技工程有限公司的任何直接和/或间接子公司。

21. TERMINATION 合同的终止

(a) THE BUYER SHALL BE ENTITLED FORTHWITH TO TERMINATE THE CONTRACT BY NOTICE IN WRITING TO THE SELLER: 如发生下列任一情形，买方有权在书面通知卖方后立即终止合同：

(i) IF THE SELLER COMMITS ANY BREACH OF ANY OF THE PROVISIONS OF THE CONTRACT AND, IN THE CASE OF SUCH A BREACH WHICH IS CAPABLE OF REMEDY, FAILS TO REMEDY THE SAME WITHIN A MUTUALLY AGREED PERIOD (IN THE ABSENCE OF AGREEMENT WHICH IS 30 (THIRTY) DAYS) DAYS AFTER RECEIPT OF A WRITTEN NOTICE FROM THE BUYER REQUIRING IT TO BE REMEDIED; OR 若卖方违反合同规定且该违约行为能够予以纠正，但卖方在收到买方要求纠正的书面通知后，在双方约定的期限（若无约定，则为三十（30）日）内未予以纠正；或

(ii) THE SELLER FAILS TO DELIVER THE GOODS OR PERFORM THE SERVICES WITHIN THE TURNAROUND TIME OR DELIVERY TIME SPECIFIED BY THE BUYER; OR 卖方未在买方指定的履行期或交付期交付货物或提供服务；或

(iii) IF THE SELLER SUSPENDS OR DISCONTINUES ITS BUSINESS OR SELLS OR OTHERWISE DISPOSES OF ALL OR A SUBSTANTIAL PART OF ITS ASSETS WHICH MATERIALLY AFFECTS ITS FINANCIAL POSITION; OR 若卖方暂停或终止营业，或者销售、处置全部资产或对其财务状况构成实质影响的重大资产；或

(iv) IF THE SELLER CONSENTS TO THE APPOINTMENT OF A RECEIVER, ADMINISTRATOR, TRUSTEE, LIQUIDATOR OR SIMILAR OFFICER OF ITSELF OR OF ALL OR A SUBSTANTIAL PART OF ITS ASSETS, OR ADMITS IN WRITING ITS INSOLVENCY, OR BANKRUPTCY OR ITS INABILITY TO PAY ITS DEBTS AS THEY BECOME DUE, OR MAKES A GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR FILES A PETITION OF BANKRUPTCY, OR (BEING INSOLVENT) SEEKS RELIEF UNDER THE PROVISIONS OF ANY BANKRUPTCY OR OTHER SIMILAR LAW WHICH PROVIDES FOR THE PROTECTION, REORGANISATION OR WINDING UP OF INSOLVENT CORPORATION (OTHER THAN FOR THE PURPOSE OF AMALGAMATION OR RECONSTRUCTION); OR 若卖方同意对其自身或全部或重大资产委派接受人、管理人、信托人、清算人或类似人员，或者以书面形式承认破产、倒闭或无力支付到期债务，或者为债权人利益转让合同，或者提请破产，或者（在破产的情况下）根据破产法或其它类似的、可以给破产公司提供保护、改组或歇业的法律寻求救济（非为合并或重整之目的）；或

(v) IF THE SELLER CEASES, OR THREATENS TO CEASE, TO CARRY ON BUSINESS; 若卖方停止、或者威胁停止营业；或

(vi) IF ANYTHING ANALOGOUS TO ANY OF THE FOREGOING UNDER THE LAWS OF ANY JURISDICTION IN THE BUYER'S REASONABLE VIEW, IS ABOUT TO OCCUR OR ACTUALLY OCCURS IN RELATION TO THE SELLER; OR 若从买方角度合理推断，与卖方有关的、有管辖权的法律中规定的、与前述事项类似的情形将要发生或已经发生；或

(vii) ON A WITHOUT CAUSE BASIS, BY GIVING NOT LESS THAN SEVEN (7) DAYS' WRITTEN NOTICE TO THE SELLER. 无需任何理由，提前至少七（7）天书面通知卖方终止合同。

(viii) IF THE SELLER SHALL HAVE OFFERED OR GIVEN TO ANY PERSON ANY GIFT OR CONSIDERATION OF ANY KIND AS AN INDUCEMENT OR REWARD FOR DOING OR FORBEARING TO DO OR FOR HAVING DONE OR FORBORNE TO DO ANY ACT IN RELATION TO THE OBTAINING OR EXECUTION OF THE CONTRACT WITH THE BUYER OR FOR SHOWING OR FORBEARING TO SHOW FAVOUR TO ANY PERSON IN RELATION TO ANY AGREEMENT WITH THE BUYER, OR IF THE LIKE ACTS SHALL HAVE BEEN DONE BY ANY PERSON EMPLOYED BY THE SELLER OR ACTING ON ITS BEHALF (WHETHER WITH OR WITHOUT THE KNOWLEDGE OF THE SELLER) OR IF IN RELATION TO ANY ACTING ON ITS BEHALF SHALL HAVE COMMITTED ANY OFFENCE UNDER ANY LAW OR SHALL HAVE ABETTED OR ATTEMPTED TO COMMIT SUCH AN OFFENCE OR SHALL HAVE GIVEN ANY FEE OR REWARD THE RECEIPT OF WHICH IS AN OFFENCE UNDER

LAW. 若卖方向任何人提供或给予任何形式的礼物或报酬，以此作为其做出、停止做出、已经做出或已经停止做出任何与达成或履行买方合同相关的行为的诱导或奖励，或者作为其在与买方的任何协议中表现出或停止表现出支持的诱导或奖励；或者卖方雇员或代表卖方行事的任何人（无论卖方是否知情）做出类似的行为；或者任何人在代表卖方行事时，已实施违法行为；或者教唆、企图实施任何违法行为；或者在收款属于违法的情况下支付该费用或奖励。

(b) IN EVENT THE BUYER TERMINATES THE CONTRACT PURSUANT TO CLAUSE 21(A)(VII), SELLER SHALL, AND SHALL PROCURE ITS SUBCONTRACTORS TO, IMMEDIATELY STOP THE SUPPLY OF GOODS AND/OR SERVICES UNDER THE CONTRACT AND SHALL RETURN THE ARTICLES FORTHWITH TO THE BUYER IN THE SAME CONDITION AS THEY WERE WHEN SELLER TAKES CUSTODY OF THE SAME. SUBJECT TO THE TERMS OF THE CONTRACT, THE SELLER MAY, WITHIN NINETY (90) DAYS AFTER THE EFFECTIVE DATE OF TERMINATION, SUBMIT A CLAIM TO THE BUYER: 若买方根据第 21(a)(vii)条终止合同，卖方应自行并确保其分包商立即停止提供合同项下的货物和/或服务，并应当立即将物品以与卖方接管时相同的状态返还给买方。在受合同条款约束的前提下，卖方可在终止生效日后的九十（90）天内，向买方提出如下主张：

(i) SETTING OUT THE PERCENTAGE OF WORK PERFORMED PRIOR TO THE EFFECTIVE DATE OF TERMINATION AND/OR THE AMOUNT OF GOODS SUPPLIED AND ACCEPTED BY THE BUYER (AS THE CASE MAY BE). 列出在终止生效日之前完成的工作比例和/或已提供货物的数量（视情况而定）。

SELLER SHALL MITIGATE ITS LOSSES AND FURTHER SHALL NOT BE PAID FOR ANY SERVICES PERFORMED AND/OR GOODS SUPPLIED OR COSTS INCURRED WHICH REASONABLY COULD HAVE BEEN AVOIDED. FURTHER, SELLER SHALL NOT BE PAID, AND IN NO EVENT SHALL BUYER BE OBLIGATED TO PAY THE SELLER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL AND INCIDENTAL LOSSES OR DAMAGES OR ANY LOSS OF PROFITS OR ECONOMIC LOSS OR UNABSORBED INDIRECT COSTS OR OVERHEADS. IN NO EVENT SHALL THE BUYER BE OBLIGATED TO PAY SELLER ANY AMOUNT IN EXCESS OF THE CONTRACT PRICE. THE PROVISIONS OF THIS CLAUSE 21(B) SHALL NOT LIMIT OR AFFECT THE RIGHT OF BUYER TO TERMINATE THE CONTRACT OR ANY PURCHASE ORDER FOR DEFAULT. IN ADDITION, SELLER SHALL CONTINUE TO PERFORM ALL WORK THAT HAS NOT BEEN TERMINATED. 卖方应减少其损失，并不得就本可合理避免但已提供的服务和/或货物、发生的费用取得付款。而且，无论在任何情况下，买方均无义务向卖方支付任何特殊的、间接的、附带的损失或损害，或者任何利润损失或经济损失，或未分摊的间接成本或间接费用。无论在任何情况下，买方无需向卖方支付合同价款之外的任何金额。本第 21(b)条不应限制或影响买方因卖方违约而终止合同或采购订单的权利。而且，卖方应继续履行未被终止的所有工作。

(c) THE RIGHTS TO TERMINATE THE CONTRACT GIVEN BY THIS CLAUSE 21 SHALL NOT PREJUDICE ANY OTHER RIGHT OR REMEDY OF THE BUYER IN RESPECT OF THE BREACH CONCERNED OR ANY OTHER BREACH. 本第 21 条规定的终止合同的权利不得损害买方因遭遇有关违约事项或其它违约情形而享有的其它权利或救济。

(d) NOTWITHSTANDING ANYTHING CONTAINED HEREIN, THE BUYER SHALL, UPON TERMINATION OF THE CONTRACT, BE ENTITLED TO PURCHASE THE GOODS OR ANY SUBSTITUTES THEREOF FROM ALTERNATIVE SOURCES AND THE SELLER SHALL BE LIABLE FOR ANY LOSS AND THE AMOUNT OF ANY ADDITIONAL COSTS INCURRED. FURTHER, UPON TERMINATION OF A CONTRACT FOR SERVICES, THE SELLER SHALL REFUND TO THE BUYER THE FULL CONTRACT PRICE AND ANY OTHER INCIDENTAL COSTS INCURRED BY THE BUYER IN OBTAINING THE SERVICES. 尽管有上述规定，一旦终止合同，买方有权从其它途径购买货物或替代物，由此产生的任何损失和额外费用均由卖方承担。此外，一旦终止服务合同，卖方应向买方偿还全部合同价款及买方为获得服务而产生的其它杂费。

22. REMEDIES 救济

NO REMEDY IN THE CONTRACT IS INTENDED TO BE EXCLUSIVE, BUT EACH SHALL BE CUMULATIVE AND IN ADDITION TO ANY OTHER LEGAL REMEDY AVAILABLE TO THE BUYER, WHETHER IN LAW OR EQUITY. 合同规定的任何救济措施均无排他性，每种措施均可以累积使用，不影响买方根据法律规定和衡平法所享有的其它补救措施。

23. LIMITATION OF LIABILITY 责任限制

(a) NOTHING SHALL LIMIT THE SELLER'S RESPONSIBILITY TO THE BUYER REGARDING ANY CLAIM TO THE EXTENT ARISING FROM: 在因如下任一情况导致的索赔中，卖方对买方的责任不受限制：

(i) DEATH, INJURY OR PROPERTY DAMAGE TO THIRD PARTIES; 对第三方的死亡、人身伤害或财产损害；

(ii) FAILURE OF THE SELLER TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS; 卖方未能遵守适用的法律法规；

(iii) FRAUD, NEGLIGENCE OR WILFUL MISCONDUCT; 欺诈、疏忽或故意实施的不当行为；

(iv) INTELLECTUAL PROPERTY INFRINGEMENT OR MISUSE OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY; OR 侵犯知识产权，或滥用、侵占知识产权；或

(v) INTENTIONAL BREACH OF THE CONTRACT. 故意违约。

(b) THE BUYER WILL NOT BE RESPONSIBLE IN ANY WAY TO THE SELLER OR ANY THIRD PARTY (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL AND INCIDENTAL LOSSES OR DAMAGES OR ANY LOSS OF PROFITS OR ECONOMIC LOSS, ARISING OUT OF OR RESULTING FROM A BREACH OF THE CONTRACT. 买方不会以任何形式向卖方或第三方（无论基于合同、侵权或其他原因）承担任何因违反合同引发或导致的特殊的、间接的、附带的损失或损害，或者任何利润损失或经济损失。

24. INSURANCE AND INDEMNITY 保险和赔偿

(a) THE SELLER SHALL HAVE IN EFFECT AND MAINTAIN, AT ITS EXPENSE, THE FOLLOWING INSURANCES: 卖方应自付费用办理以下保险，并保持有效：

(i) PUBLIC LIABILITY INSURANCE; 公众责任险；

(ii) WORKMEN'S COMPENSATION INSURANCE INCLUDING EMPLOYER'S LIABILITY AT COMMON LAW TO COVER ALL WORKMEN ENGAGED TO MANUFACTURE OR PROCESS THE GOODS UNDER THE CONTRACT; AND 包括普通法上的雇主责任在内的工伤保险，该保险须覆盖根据合同从事生产或加工货物的所有工人；以及

(iii) COMPREHENSIVE AUTOMOBILE LIABILITY – BODILY INJURY/PROPERTY DAMAGE COVERING ALL VEHICLES USED IN CONNECTION WITH THE GOODS. 综合车辆险 – 覆盖所有与货物有关车辆所造成的身体伤害/财产损失。

(b) THE BUYER MAY REQUIRE THE SELLER TO FURNISH THE BUYER WITH CERTIFICATE(S) FROM THE SELLER'S INSURANCE COMPANY, EVIDENCING THAT SUCH INSURANCE REQUIREMENTS ARE IN FULL FORCE AND EFFECT AND INDICATING THE EXPIRATION DATES AND LIMITS OF COVERAGE OF SUCH INSURANCE. THE SELLER SHALL NOT BE RELIEVED OF ANY OF ITS OBLIGATIONS UNDER THE CONTRACT AT COMMON LAW OR, PURSUANT TO ANY STATUTE, RULE, REGULATION OR OTHER ENACTMENT BY VIRTUE OF THE TAKING OUT OF ANY INSURANCE AS HEREIN PROVIDED. 买方可要求卖方向买方提供买方保险公司的证明，以作为该等保险要求已经得到完整执行的证据，并说明保险的到期日和保险限额。

卖方不得因为办理以上约定的任何保险，而免除其在合同项下，根据普通法或者基于法律、法规、规章或其它制定法，所规定的任何义务。

(c) SELLER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS BUYER AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST THIRD PARTY CLAIMS FOR INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE GOODS AND/OR SERVICES PROVIDED BY SELLER HEREUNDER, TO THE EXTENT SUCH INJURY, DEATH OR PROPERTY DAMAGE WAS CAUSED BY THE NEGLIGENCE OR WILFUL MISCONDUCT OF SELLER. 卖方同意赔偿买方及其董事、管理人员、雇员和代理人基于第三方提出的、因卖方提供的货物和/服务导致或与之相关的身体伤害、死亡或财产损失的索赔而遭受的损失，并使买方利益免受损害，前提是该身体伤害、死亡或财产损失是因卖方的过失或故意实施的不当行为所造成的。

(d) SELLER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE BUYER AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST CLAIMS BY THE SELLER'S WORKMAN, PERSONNEL OR EMPLOYEE FOR INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT, EXCEPT TO THE EXTENT SUCH INJURY, DEATH OR PROPERTY DAMAGE WAS CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF BUYER. 卖方进一步同意赔偿买方及其董事、管理人员、雇员和代理人基于卖方的工人、职员或雇员提出的、因履行合同所导致或与之相关的身体伤害、死亡或财产损失的索赔而遭受的损失，并使买方利益免受损害，除非该身体伤害、死亡或财产损失是因买方的重大过失或故意实施的不当行为所造成的。

THE SELLER SHALL FULLY AND EFFECTIVELY INDEMNIFY THE BUYER AGAINST ALL CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, SUITS AND PROSECUTIONS AGAINST THE BUYER ARISING FROM ANY NON-COMPLIANCE OF ANY LAW, STATUTE, REGULATION OR DIRECTIVES, INCLUDING EXPORT CONTROL LAWS, RULES AND REGULATIONS, PASSED BY ANY RELEVANT GOVERNMENT OR GOVERNMENTAL OR REGULATORY BODY OR AUTHORITY OF ANY JURISDICTION AND PAY ALL LOSSES, DAMAGES, FINES, PENALTIES OR COMPOSITION PAYMENTS RESULTING THEREFROM, BREACH OF REPRESENTATION AND WARRANTY, AND ANY ACT OR OMISSION OF THE SELLER OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. 卖方应充分且有效地赔偿买方，使其免受因不遵守由任何相关政府、政府性或监管性机构或有管辖权的机关通过的法律、法令、法规或指令（包括出口管制法律、规则和法规）产生的所有索赔、权利主张、诉讼、法律程序、申诉和刑事控告。卖方应支付因出现前述情形、因卖方违反陈述和保证或因卖方或其员工、代理人或分包商在履行本文件义务时的任何作为或不作为产生的所有损失、损害、罚款、处罚或和解金。

25. CONFLICT OF INTEREST 利益冲突

(a) THE SELLER SHALL EXERCISE REASONABLE CARE AND DILIGENCE DURING THE TERM OF THE CONTRACT TO PREVENT ANY ACTION OR CONDITION WHICH COULD RESULT IN A CONFLICT OF INTEREST WITH THOSE OF THE BUYER. THIS OBLIGATION SHALL APPLY TO THE ACTIVITIES OF THE EMPLOYEES AND AGENTS OF THE SELLER IN THEIR RELATIONS WITH THE EMPLOYEES AND THE FAMILIES OF THE BUYER, THEIR REPRESENTATIVES, VENDORS, SUBCONTRACTORS AND THIRD PARTIES. 在合同期限内，卖方须履行应有的谨慎和尽职义务，以防止与买方发生利益相冲突的行为或情形。此项义务适用于卖方雇员及代理人与买方雇员及其家庭成员、他们的代表、供应商、分包商及第三人发生联系的行为。

(b) THE SELLER'S COMPLIANCE WITH THIS REQUIREMENT SHALL INCLUDE BUT SHALL NOT BE LIMITED TO ESTABLISHING PRECAUTIONS TO PREVENT THE OTHER PARTY AND THE SELLER'S EMPLOYEES OR AGENTS FROM MAKING, RECEIVING, PROVIDING OR OFFERING SUBSTANTIAL GIFTS, ENTERTAINMENT, PAYMENTS, LOANS OR OTHER CONSIDERATION FOR THE PURPOSE OF INFLUENCING INDIVIDUALS TO ACT CONTRARY TO THE BUYER'S INTEREST. 卖方对此项要求的遵守包括但不限于制定预防措施，以防止相对方和卖方的雇员或代理人基于影响个人作出违背买方利益的行为的目的，而支付、接收或提供重大礼物、娱乐、款项、贷款或其它价款。

(c) THE SELLER SHALL PROMPTLY NOTIFY THE BUYER OF THE IDENTITY OF ANY OF ITS REPRESENTATIVES OR EMPLOYEES WHO IS KNOWN IN ANY WAY TO HAVE A SUBSTANTIAL INTEREST IN THE BUSINESS OR THE FINANCING THEREOF, FAILING WHICH THE BUYER SHALL BE ENTITLED TO TERMINATE THE CONTRACT WITHOUT ANY LIABILITY WHATSOEVER. 卖方若通过任何方式得知其代表或雇员在上述业务或财务方面有重大利益，应立即将其代表或雇员的身份告知买方，否则买方有权终止合同，而无须承担任何责任。

26. BUSINESS ETHICS 商业道德

(a) THE SELLER SHALL: 卖方应当：

(i) NOT TAKE ANY ACTION THAT WOULD SUBJECT THE BUYER TO LIABILITY OR PENALTY UNDER ANY LAWS, REGULATIONS OR DECREES OF ANY GOVERNMENT AUTHORITY. 不得实施任何可能导致买方根据法律、法规或任何政府法令而承担责任或受到处罚的行为。

(ii) MAINTAIN THROUGHOUT THE TERM OF THE CONTRACT SUCH BUSINESS STANDARDS, PROCEDURES, AND CONTROLS AS ARE NECESSARY TO AVOID ANY ADVERSE IMPACT ON THE INTEREST OF THE BUYER. 在合同期

限内，始终遵守为避免给买方利益造成任何不良影响所必要的商业标准、程序或管制。

(iii) ENSURE THAT ALL INVOICES, FINANCIAL SETTLEMENTS, REPORTS AND BILLINGS TO THE BUYER REFLECT PROPERLY THE FACTS ABOUT ALL THE ACTIVITIES AND TRANSACTIONS HANDLED FOR ITS ACCOUNT. 保证所有交给买方的发票、财务结算、报告和帐单均真实反映该项金额所用于的所有活动和交易。

(iv) NOTIFY THE BUYER PROMPTLY UPON DISCOVERY OF ANY INSTANCE WHEN IT HAS NOT COMPLIED WITH THE REQUIREMENTS OF THE CONTRACT. THIS INCLUDES THE DISCOVERY OF ANY NONCONFORMING PRODUCTS USED IN THE PRODUCTION OF THE GOODS ORDERED BY THE BUYER, AND OBTAINING THE BUYER'S APPROVAL FOR NONCONFORMING PRODUCT DISPOSITION. 若发现任何不符合合同要求的情况，应立即通知买方。本项包括发现在买方所购产品的生产过程中使用了不合格产品，并对如何处置不合格产品征得买方同意。

(v) COMPLY WITH THE VENDOR CODE OF CONDUCT, AS AMENDED FROM TIME TO TIME, WHICH CAN BE FOUND BY CLICKING ON THE APPROPRIATE WEB LINK ON ST ENGINEERING'S MAIN VENDOR INFORMATION PAGE AT HTTPS://WWW.STENGG.COM/VENDOR-INFORMATION AND THE BUYER MAY TERMINATE THE AGREEMENT IMMEDIATELY IN ITS ABSOLUTE SOLE DISCRETION, IN THE EVENT OF ANY BREACH OF THE VENDOR CODE OF CONDUCT BY THE SELLER.遵守不时修订的《供应商行为守则》，具体内容可以通过点击新加坡科技工程有限公司主要供应商信息页面上的相关链接（网址：https://www.stengg.com/vendor-information）找到。如卖方违反《供应商行为守则》，买方可全权自行决定立即终止协议。

(b) NONE OF THE ABOVE CONTAINED IN THIS CLAUSE SHALL BE DEEMED WAIVED BY THE BUYER UNLESS NOTIFIED TO THE SELLER BY THE BUYER'S AUTHORISED REPRESENTATIVE IN WRITING. 除非买方授权代表书面通知卖方，否则不得视为买方放弃本条以上条款。

27. NOTICES 通知

ANY NOTICE TO BE SERVED ON EITHER OF THE PARTIES BY THE OTHER SHALL BE IN ENGLISH AND IN WRITING AND SHALL BE SENT BY HAND, REGISTERED POST OR COURIER. SUCH NOTICE SHALL BE DEEMED TO HAVE BEEN RECEIVED BY THE ADDRESSEE WITHIN SEVEN (7) DAYS OF POSTING (IF BY REGISTERED POST) OR UPON RECEIPT IF SENT BY HAND OR COURIER. 一方发送给另一方的任

何通知须使用英语且采取书面形式，以人工、挂号信或快递方式发出。若以挂号信方式发出，发出后七（7）日视为送达；若以人工或快递发出，对方收到即为送达。

28. CHOICE OF LAW AND DISPUTE RESOLUTION 法律选择和争议解决

(a) THE CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SINGAPORE, WITHOUT REFERENCE TO ITS CONFLICT OF LAWS RULES. 合同受新加坡法律管辖，并依其解释，而不考虑法律冲突规则。

(b) FOR PURCHASE ORDERS ISSUED TO SELLERS INCORPORATED IN SINGAPORE, UNLESS OTHERWISE SPECIFIED IN THE PURCHASE ORDER, THE PARTIES SUBMIT TO THE JURISDICTION OF THE COURTS OF SINGAPORE. 对于向在新加坡成立的卖方发出的采购订单，除非采购订单另有约定，否则，双方同意新加坡法院具有管辖权。

(c) FOR PURCHASE ORDERS ISSUED TO SELLERS OTHER THAN THOSE DESCRIBED IN CLAUSE 28(B) ABOVE, UNLESS OTHERWISE SPECIFIED IN THE PURCHASE ORDER, ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, 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 (SIAC) FOR THE TIME BEING IN FORCE, WHICH RULES ARE DEEMED TO BE INCORPORATED BY REFERENCE INTO THIS CLAUSE. THE ARBITRATION PROCEEDINGS SHALL BE CONDUCTED IN ENGLISH. THE ARBITRATION AWARD SHALL BE ENFORCEABLE BEFORE A COURT OF COMPETENT JURISDICTION. 对于向上述第 28(b)条之外的卖方发出的采购订单，除非采购订单另有约定，否则，凡因合同引起或与合同有关的任何争议，包括任何针对合同成立、有效或终止的质疑，均应提交新加坡的仲裁机构，按照申请仲裁时有效的新加坡国际仲裁中心仲裁规则进行最终仲裁。该仲裁规则应被视为本条款的一部分。仲裁程序应以英语进行。仲裁裁决书应在有管辖权的法院得到强制执行。

(d) FOR THE AVOIDANCE OF DOUBT, PARTIES ARE NOT PRECLUDED FROM SEEKING INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION IN RELATION TO ANY BREACH OR THREATENED BREACH OF THE CONTRACT TO AVOID IRREPARABLE HARM OR INJURY. 为免疑问，本条款并不排除双方就任何违反或威胁违反合同的行为向有管辖权的法院寻求禁令救济，以避免不可挽回的伤害或损害。

29. ENTIRETY OF CONTRACT 合同的完整性

THE CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PREVIOUS NEGOTIATION, REPRESENTATIONS AND AGREEMENTS WHETHER WRITTEN OR ORAL. 合同构成双方就有关本文件所述事宜达成的全部协议，并取代之前双方一切书面或口头的协商、陈述和协议。

30. SEVERABILITY 条款独立性

IF ANY PROVISION OF THE CONTRACT IS DECLARED INVALID BY ANY TRIBUNAL OR COMPETENT AUTHORITY, THEN SUCH PROVISION SHALL BE DEEMED AUTOMATICALLY ADJUSTED TO CONFORM TO THE REQUIREMENTS FOR VALIDITY AS DECLARED AT SUCH TIME AND AS SO ADJUSTED, SHALL BE DEEMED A PROVISION OF THE CONTRACT AS THOUGH ORIGINALLY INCLUDED. IF THE PROVISION INVALIDATED IS OF SUCH A NATURE THAT IT CANNOT BE SO ADJUSTED, THE PROVISION SHALL BE DEEMED DELETED UPON THE CONTRACT AS THOUGH THE PROVISION HAD NEVER BEEN INCLUDED, IN EITHER CASE, THE REMAINING PROVISIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. 若合同的任何条款被任何法庭或有权机关宣告无效，则此条款应被视为自动调整，以符合按照宣布无效时所要求调整的、使该条款有效的条件，并视为合同自始存在的条款。若被宣告无效的条款本质上不能被调整，则该条款视为从合同中删除，如同该条款在合同中自始不存在。在以上情况下，合同的其它条款仍然有效。

31. NO WAIVER OF RIGHTS 权利不放弃

THE FAILURE OF ANY PARTY TO ENFORCE AT ANY TIME ANY OF THE PROVISIONS HEREIN SHALL NOT BE CONSTRUED TO BE A WAIVER OF SUCH PROVISIONS OR A WAIVER OF THE RIGHT OF SUCH PARTY THEREAFTER TO ENFORCE ANY SUCH PROVISIONS. NO WAIVER BY A PARTY OF ANY RIGHT HEREUNDER SHALL BE DEEMED AS A WAIVER OF ANY OTHER RIGHT. 任何一方在任何时候未执行本文件任何条款，不得视为其放弃该条款或放弃之后执行该条款的权利。一方放弃本文件的某项权利，不得视为其放弃任何其它权利。

32. HEADINGS 标题

THE HEADINGS HEREIN ARE FOR REFERENCE PURPOSES ONLY AND SHALL NOT BE TAKEN INTO CONSIDERATION IN THE INTERPRETATION OR CONSTRUCTION OF THE CONTRACT. 本文件的标题仅供参考，不得用于合同的解释。

33. VIENNA CONVENTION TO BE EXCLUDED 排除《维也纳公约》

THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS (VIENNA, 1980) SHALL NOT APPLY TO THE CONTRACT, AND ALL PROVISIONS THEREAT, EXPRESSED, IMPLIED OR OTHERWISE, WHICH MAY OR WILL HAVE ANY EFFECT ON ANY OF THE TERMS AND CONDITIONS HEREIN ARE HEREBY EXPRESSLY EXCLUDED. 《联合国国际货物销售合同公约》（维也纳，1980 年）不适用于合同，其中可能对本文件条款产生影响的所有明示、暗示或其他形式的条款均被明确排除适用。

34. THIRD PARTY RIGHTS 第三方权利

A PERSON WHO IS NOT A PARTY TO THE CONTRACT HAS NO RIGHT UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT TO ENFORCE ANY TERM OF THE CONTRACT BUT THIS DOES NOT AFFECT ANY RIGHT OR REMEDY OF A THIRD PARTY WHICH EXISTS OR IS AVAILABLE APART FROM THAT ACT. 非合同当事方无权根据《合同（第三方权利）法案》执行合同的任何条款，但不影响第三方在该法案之外享有的任何权利或救济。

35. PREVAILING LANGUAGE 适用语言

EXCEPT AS THE PARTIES MAY OTHERWISE AGREE, THE CONTRACT SHALL BE IN THE ENGLISH LANGUAGE. IN THE EVENT OF INCONSISTENCY BETWEEN THE CONTRACT AND A VERSION OF THE CONTRACT WHICH HAS BEEN TRANSLATED INTO ANOTHER LANGUAGE, THE ENGLISH LANGUAGE VERSION SHALL PREVAIL AT ALL TIMES. 除非双方另有约定，否则合同应使用英语。如果合同与已翻译成另一种语言的合同版本不一致，则应始终以英语版本为准。

36. OFFSET REQUIREMENTS 抵销要求

SELLER RECOGNIZES THAT BUYER MAY INCUR INTERNATIONAL OFFSET OBLIGATIONS, WHICH COULD INVOLVE GOODS PLACED UNDER THE CONTRACT. SELLER SHALL COOPERATE WITH BUYER IN THE FULFILMENT OF ANY SUCH INTERNATIONAL OFFSET OBLIGATIONS. ALL OFFSET CREDIT OR VALUE RESULTING FROM THE CONTRACT SHALL ACCRUE SOLELY TO THE BENEFIT OF THE BUYER. 卖方确认，买方可能承担国际抵销的义务，这可能涉及根据合同采购的货物。卖方应配合买方履行此类国际抵销义务。所有被抵销的合同债权或价值应仅属于买方的利益。

SHOULD ANY QUANTITY OF GOODS PLACED HEREUNDER BECOME NECESSARY TO SUPPORT SUCH OFFSET OBLIGATIONS, BUYER RESERVES THE RIGHT TO REMOVE THAT PORTION FROM THE CONTRACT. 如果该抵销义务需要涉及本协议项下的任何数量的货物，买方保留从合同中删除该部分货物的权利。

37 PRIORITY OF DOCUMENTS 文件的优先顺序

IN THE EVENT THE PURCHASE ORDER IS ISSUED PURSUANT TO A WRITTEN AGREEMENT OR CONTRACT ENTERED BETWEEN THE BUYER AND SELLER, THE PRIORITY OF DOCUMENTS IN THE EVENT OF INCONSISTENCIES SHALL BE AS FOLLOWS IN DESCENDING ORDER: 如果采购订单是根据买卖双方签订的书面协议或合同发出的，则在出现不一致时，文件的优先顺序按以下顺序从高到低排列：

(a) FORM OF PURCHASE ORDER, IF ANY 采购订单表（如有）
(b) AGREEMENT OR CONTRACT ENTERED BETWEEN THE BUYER AND SELLER 买卖双方签订的协议或合同
(c) SUPPLEMENTARY TERMS AND CONDITIONS 补充条款和条件
(d) TERMS AND CONDITIONS AS SET OUT IN THIS DOCUMENT. 本文件中列明的条款和条件

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES
货物及服务采购合同通用条款

EXHIBIT – ST AEROSPACE (GUANGZHOU) AVIATION SERVICES CO LTD
附件 – 广州新科宇航科技有限公司

For all Purchase Orders issued by ST Aerospace (Guangzhou) Aviation Services Co Ltd, the General Terms and Conditions of Contract for the Purchase of Goods and Services shall be amended as follows:对于广州新科宇航科技有限公司所下订单，《货物及服务采购合同通用条款》应作出如下修改：

1. Clause 4(f) of the General Terms and Conditions of Contract for the Purchase of Goods and Services shall be deleted in its entirety and replaced with the following:《货物及服务采购合同通用条款》第 4(f)条全部删除，并替换为如下条款：

   "(f) IF THE SELLER IS REQUIRED TO PROVIDE SERVICES ON THE PREMISES OF THE BUYER OR A CUSTOMER, THE SELLER SHALL, AND SHALL PROCURE ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS WHO ARE WORKING ON THE BUYER'S PREMISES IN CONNECTION WITH THE CONTRACT TO, COMPLY WITH ALL OF THE BUYER'S SAFETY AND SECURITY PROCEDURES, AS MAY BE AMENDED FROM TIME TO TIME, AND SHALL TAKE ANY AND ALL NECESSARY STEPS AND PRECAUTIONS TO PREVENT INJURY TO ANY PERSON OR PROPERTY DURING THE DURATION OF THE PROVISION OF SERVICES UNDER THE CONTRACT. IF REQUIRED BY THE BUYER, SELLER SHALL ALSO PROVIDE ALL OTHER CERTIFICATES AND PERMITS NECESSARY IN ORDER FOR SERVICES TO BE PROVIDED ON THE PREMISES OF THE BUYER OR A CUSTOMER. WITHOUT PREJUDICE TO THE FOREGOING, THE SELLER, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL IMPLEMENT RELEVANT LAWS AND REGULATIONS AND CODES OF PRACTICE ISSUED THEREUNDER WHEN WORKING AT THE BUYER'S PREMISES OR BUYER'S DESIGNATED PREMISES. 如买方要求卖方在买方或客户的场所提供服务，对于买方可能不时修订的安保程序，卖方应自行遵守，并确保其在买方与合同相关的场所工作的雇员、董事、管理人员或代理人予以遵守，并采取所有必要的步骤和预防措施，以防止在提供合同项下服务的期间发生任何人身、财产的损害。如买方要求，卖方应提供其在买方或客户的场所提供服务所需的所有其它证书和许可。在不影响前述约定的前提下，卖方及其员工、代理商和分包商在买方场所或买方指定场所工作时，应遵守有关的法律法规和操作规范。"

2. Clause 6(c) of the General Terms and Conditions of Contract for the Purchase of Goods and Services shall be deleted in its entirety and replaced with the following:《货物及服务采购合同通用条款》第 6(c)条全部删除，并替换为如下条款：

"(c) THE SELLER SHALL, AT ITS OWN COST, ENSURE THAT THE GOODS ARE ADEQUATELY PACKED FOR ROUGH HANDLING SO AS TO ENSURE THAT THEY REACH THE BUYER INTACT AND UNDAMAGED. IN ADDITION, THE SELLER SHALL ENSURE THAT THE GOODS ARE PACKED IN SUCH A MANNER THAT THEY ARE SUITABLE FOR EXPORT TO AND STORAGE IN THE ADDRESSES DESIGNATED BY THE BUYER AND ARE PROTECTED FROM DETERIORATION DURING THEIR TRANSIT UNTIL THEIR DELIVERY TO THE BUYER. THE SELLER SHALL FURTHER COMPLY WITH ANY OTHER REQUIREMENTS ON PACKING EXPLICITLY SPECIFIED IN THE CONTRACT. ANY PACKAGES CONTAINING DANGEROUS OR HAZARDOUS GOODS SHALL BE PACKED AND MARKED IN ACCORDANCE WITH THE BEST INTERNATIONAL COMMERCIAL PRACTICE AND ALL APPLICABLE LAWS AND REGULATIONS. 卖方应自负费用，确保货物经过足以应对粗暴搬运的充分包装，并确保完整无损地交付买方。同时，卖方应确保货物经过合适包装，适宜出口到买方指定的地址并在当地储存，且在运输至买方的途中不发生变质。卖方还须遵守合同中明确列明的其它包装要求。任何内含危险或有害物品的包装件均应根据最佳国际商事习惯及一切适用的法律法规的要求进行包装和标识。"

3. The following paragraph shall be added into Clause 10 of the General Terms and Conditions of Contract for the Purchase of Goods and Services shall be deleted in its entirety and replaced with the following:《货物及服务采购合同通用条款》第 10 条增加如下条款：

"BOTH PARTIES CONFIRM THAT THE LIQUIDATED DAMAGES AGREED IN THE CONTRACT IS NOT EXCESSIVELY HIGH AND THE INTENTION EXPRESSED IS GENUINE. NEITHER PARTY SHALL REQUEST THE COURT OR AN ARBITRATION INSTITUTION TO REDUCE SUCH LIQUIDATED DAMAGES. 双方确认合同或本文件约定的违约金并不过高，是双方真实意思表示。双方均不再请求法院或仲裁机构调低违约金数额。"

4. Clause 11(a) of the General Terms and Conditions of Contract for the Purchase of Goods and Services shall be deleted in its entirety and replaced with the following:《货物及服务采购合同通用条款》第 11(a)条全部删除，并替换为如下条款：

"(a) THE SELLER REPRESENTS AND WARRANTS THAT THE GOODS AND SERVICES AND ANY PART THEREOF WILL BE OF SATISFACTORY QUALITY AND FREE FROM ANY DEFECT IN MANUFACTURE OR ANY DEFECT ARISING OUT OF DESIGN, MATERIALS OR WORKMANSHIP, ASSEMBLY OR INSTALLATION, FROM THE DATE OF ACCEPTANCE OF THE GOODS OR SERVICES BY THE BUYER FOR THE PERIOD SPECIFIED IN THE PURCHASE ORDER OR CONTRACT (HEREINAFTER REFERRED TO AS THE "WARRANTY PERIOD"). IF UNSPECIFIED, THE WARRANTY PERIOD SHALL BE ONE (1) YEAR FROM DATE OF ACCEPTANCE OF THE GOODS AND SERVICES BY THE BUYER OR THE DELIVERY OF THE SAME, WHICHEVER

IS LATER. IF THE APPLICABLE LAWS STIPULATE A LONGER WARRANTY PERIOD, THE APPLICABLE LAWS SHALL PREVAIL. 卖方陈述及保证，货物和服务及其任何部分均质量合格，在自买方接受货物或服务之日起算的、采购订单或合同约定的期间（以下简称“质保期”）内，无生产瑕疵或者由设计、原料、工艺、装配或安装产生的瑕疵。如无具体约定，质保期应为一（1）年，自买方接受货物或服务之日或货物或服务交付之日（以二者较晚者为准）起算。若适用法律规定了更长的质保期的，以适用法律为准。”

5. Clause 11(e) of the General Terms and Conditions of Contract for the Purchase of Goods and Services shall be deleted in its entirety and replaced with the following:《货物及服务采购合同通用条款》第 11(e)条全部删除，并替换为如下条款：

“(e) THE SELLER REPRESENTS AND WARRANTS THAT IT SHALL ENSURE THAT ALL OF ITS PERSONNEL ARE LEGALLY ENTITLED TO WORK IN THE COUNTRIES THEY ARE WORKING IN (IN TERMS OF AGE AND IMMIGRATION STATUS AND AS OTHERWISE REQUIRED BY APPLICABLE LAW). AS BETWEEN THE PARTIES, THE SELLER IS SOLELY RESPONSIBLE FOR ITS PERSONNEL, WHO WILL AT ALL TIMES REMAIN EMPLOYEES OF SELLER AND NOT THE BUYER. 卖方声明并保证，卖方应确保其所有人员在其工作地所在国家有合法工作资格（包括年龄、移民身份及其他适用法律要求）。在买卖双方之间，卖方独立对其人员承担责任，卖方的人员应始终是卖方的员工，而非买方的员工。”

6. Clause 15(a) of the General Terms and Conditions of Contract for the Purchase of Goods and Services shall be deleted in its entirety and replaced with the following:《货物及服务采购合同通用条款》第 15(a)条全部删除，并替换为如下条款：

“(a) THE SELLER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS INCLUDING ALL APPLICABLE IMPORT AND EXPORT CUSTOMS REGULATIONS AND FORMALITIES. SPECIFICALLY, IF THE GOODS ARE SUBJECT TO EXPORT CONTROL, THE SELLER SHALL PROVIDE INFORMATION ON THE EXPORT CLASSIFICATION OF EACH RESPECTIVE EXPORT-CONTROLLED ITEMS, INCLUDING ANY ORIGIN CONTROLLED ITEMS OR TECHNOLOGY (IF APPLICABLE). A COPY OF THE EXPORT LICENCE SHALL BE MADE AVAILABLE TO THE BUYER, INDICATING THE PROVISOS OR LICENSING CONDITIONS FOR EACH OF THESE EXPORT-CONTROLLED ITEMS, INCLUDING THOSE ITEMS THAT ARE EXPORTED WITH NO LICENCE REQUIRED OR USING A LICENCE EXCEPTION/EXEMPTION. 卖方应遵守包括相关进出口的海关规定和程序在内的一切适用法律。具体而言，如果货物受到出口管制，卖方应提供每项出口管制物品的出口分类信息，包括任何受原产地管制的物品或技术（如适用）。卖方应将出口许可证的副本提供给买方，并标示每项出口管制物品的限制或许可条件，包括那些不需要许可证或使用许可证例外/豁免的出口物品。”

7. Clause 18 of the General Terms and Conditions of Contract for the Purchase of Goods and Services shall be deleted in its entirety and replaced with the following:《货物及服务采购合同通用条款》第 18 条全部删除，并替换为如下条款：

"18. PERSONAL DATA 个人数据

(a) THE SELLER ACKNOWLEDGES THAT IT HAS READ THE BUYER'S PERSONAL DATA POLICY, AS MAY BE AMENDED FROM TIME TO TIME, AND CONSENTS TO THE COLLECTION, USE AND DISCLOSURE OF ANY PERSONAL DATA FOR THE PURPOSES SET OUT IN THE BUYER'S PERSONAL DATA POLICY. A COPY OF THE BUYER'S PERSONAL DATA POLICY CAN BE ACCESSED AT HTTPS://WWW.STENGG.COM/EN/PERSONAL-DATA-POLICY/. 卖方确认其已阅读买方的个人数据政策（买方可不时进行修改），并同意按买方的个人数据政策所规定的用途，收集、使用和披露个人数据。买方的个人数据政策可在HTTPS://WWW.STENGG.COM/EN/PERSONAL-DATA-POLICY/获取。

(b) FOR THE PURPOSES OF THIS CLAUSE: 在本条款中：

"PIPL" MEANS THE PRC PERSONAL INFORMATION PROTECTION LAW. "个人信息保护法"指《中华人民共和国个人信息保护法》。

"PERSONAL DATA" SHALL MEAN VARIOUS INFORMATION RELATED TO AN IDENTIFIED OR IDENTIFIABLE NATURAL PERSON RECORDED ELECTRONICALLY OR BY OTHER MEANS, BUT DOES NOT INCLUDE ANONYMIZED INFORMATION. "个人数据"指以电子或者其他方式记录的与已识别或者可识别的自然人有关的各种信息，不包括匿名化处理后的信息，

AND WHICH SHALL SPECIFICALLY INCLUDE THE NAME, MOBILE NUMBER, NRIC NUMBER, FIN NUMBER, PASSPORT NUMBER, VEHICLE NUMBER, NATIONALITY, PERSONAL EMAIL ADDRESS, RESIDENTIAL ADDRESS, RESIDENTIAL TELEPHONE NUMBER, PHOTOGRAPHS AND VIDEO AND CCTV FOOTAGE, IN RELATION TO AN INDIVIDUAL. 具体包括与个人相关的姓名、手机号码、身份证号、签证号、护照号、车牌号、国籍、个人邮箱地址、居住地址、住宅电话、照片、视频和闭路电视录像。

(c) THE SELLER CONFIRMS THAT IF IT PROVIDES PERSONAL DATA OF INDIVIDUALS TO THE BUYER, IT IS AUTHORISED TO DISCLOSE AND CONSENT, ON THEIR BEHALF, TO THE PROCESSING OF SUCH PERSONAL DATA FOR THE PURPOSES DESCRIBED IN THE BUYER'S PERSONAL DATA POLICY, OR OTHER PURPOSES FOR WHICH THE SELLER'S CONSENT HAS BEEN SOUGHT AND OBTAINED. 卖方确认，如卖方向买方提供个人的个人数据，

卖方有权代表该等个人披露和同意，基于买方的个人数据政策所规定的用途或已寻求并取得卖方同意的其他用途，对该等个人数据进行处理。

(d) THE SELLER UNDERTAKES TO COMPLY WITH ALL APPLICABLE DATA PROTECTION LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE PIPL, AND SHALL ENSURE THAT THAT ANY PERSONAL DATA PROVIDED BY THE BUYER SHALL BE COLLECTED, USED, DISCLOSED AND/OR TRANSFERRED IN ACCORDANCE WITH ALL APPLICABLE DATA PROTECTION LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE PIPL. 卖方承诺遵守一切适用的数据保护法律法规，包括但不限于个人信息保护法，并应确保买方提供的一切个人数据将根据一切适用的数据保护法律法规（包括但不限于个人信息保护法）进行收集、使用、披露和/或传输。

(e) ANY PERSONAL DATA PROVIDED BY THE BUYER TO THE SELLER SHALL ONLY BE USED FOR THE PURPOSES OF COMPLYING AND FULFILLING ITS OBLIGATIONS UNDER THE CONTRACT. 买方向卖方提供的个人数据应仅用于遵守及履行合同项下义务的用途。

(f) THE SELLER MAY PROVIDE ACCESS TO ANY DIRECTOR, EMPLOYEE, OFFICERS OR SUBCONTRACTOR WHO REQUIRES ACCESS TO PERSONAL DATA PROVIDED BY THE BUYER PROVIDED THAT SUCH DIRECTOR, EMPLOYEE, OFFICERS OR SUBCONTRACTOR SHALL NOT ACCESS, USE, DISCLOSE, OR RETAIN SUCH PERSONAL DATA PROVIDED BY THE BUYER EXCEPT IN PERFORMING THEIR DUTIES OF EMPLOYMENT IN CONNECTION WITH THE CONTRACT. 卖方可向需要获取买方提供的个人数据的董事、雇员、管理人员或分包商提供获取路径，前提是该董事、雇员、管理人员或分包商仅仅为履行与合同相关的雇佣职责而获取、使用、披露或保存该个人数据。

(g) THE SELLER SHALL NOT TRANSFER PERSONAL DATA HELD IN CONNECTION WITH THE CONTRACT OUTSIDE CHINA, OR ALLOW PARTIES OUTSIDE CHINA TO HAVE ACCESS TO IT, WITHOUT THE PRIOR APPROVAL OF THE BUYER. 未经买方事先同意，买方不得将与合同有关的个人数据传输至中国境外，或允许中国境外的其他方获取该数据。

(h) THE SELLER SHALL, IN EVENT IT IS NOTIFIED OF A BREACH OF THE PROVISIONS OF THIS CLAUSE 18 BY ITSELF, ITS DIRECTOR, EMPLOYEE, OFFICERS OR SUBCONTRACTOR, IMMEDIATELY NOTIFY THE BUYER. 如卖方收到有关其自身、董事、雇员、管理人员或分包商违反本第 18 条的通知，卖方应立即通知买方。

(i) UPON THE TERMINATION OF THE CONTRACT AND AT ANY TIME DURING THE TERM OF THE CONTRACT, AT BUYER'S REQUEST IN WRITING, THE

SELLER SHALL PROMPTLY CEASE THE PROCESSING OF PERSONAL DATA AND ERASE THE PERSONAL DATA FROM ALL FORMS AND MODES OF STORAGE (INCLUDING STORAGE ON BACK-UP SYSTEMS) AND DESTROY ALL HARD AND SOFT COPIES OF RECORDS, DOCUMENTS AND OTHER MATERIAL THAT RECORD THE PERSONAL DATA AND PROVIDE WRITTEN CONFIRMATION OF THE ERASURE AND DESTRUCTION TO THE BUYER. NOTWITHSTANDING THE AFORESAID, THE SELLER SHALL BE PERMITTED TO RETAIN RECORDS OF THE PERSONAL DATA ONLY TO THE EXTENT AND FOR AS LONG AS IT CONSIDERS THAT RETENTION IS NECESSARY FOR THE PURPOSES OF PERFORMING ITS OBLIGATIONS UNDER THE CONTRACT OR NECESSARY FOR ITS LEGAL PURPOSES. 在合同终止后以及合同期限内的任何时间，若买方书面要求，卖方应立即停止处理个人数据，并从所有形式和模式的存储（包括备份系统存储）中删除个人数据，销毁所有记录个人数据的复印件和电子版记录、文件及其他材料，并向买方提供已完成删除和销毁的书面确认。尽管有前述约定，卖方仍被允许仅限于为履行合同义务或实现其合法目的之必须，在必要的范围和时间内保留个人数据记录。”

8. Clause 26(a)(v) of the General Terms and Conditions of Contract for the Purchase of Goods and Services shall be deleted in its entirety and replaced with the following:《货物及服务采购合同通用条款》第 26(a)(v)条全部删除，并替换为如下条款：

“(v) COMPLY WITH THE SUPPLIER CODE OF CONDUCT, AS AMENDED FROM TIME TO TIME, WHICH CAN BE FOUND BY CLICKING ON THE APPROPRIATE WEB LINK ON ST ENGINEERING’S MAIN VENDOR INFORMATION PAGE AT HTTPS://WWW.STENGG.COM/VENDOR-INFORMATION AND THE BUYER MAY TERMINATE THE AGREEMENT IMMEDIATELY IN ITS ABSOLUTE SOLE DISCRETION, IN THE EVENT OF ANY BREACH OF THE VENDOR CODE OF CONDUCT BY THE SELLER.遵守不时修订的《供应商行为守则》，具体内容可以通过点击新加坡科技工程有限公司主要供应商信息页面上的相关链接（网址：https://www.stengg.com/vendor-information）找到。如卖方违反《供应商行为守则》，买方可全权自行决定立即终止协议。”

9. Clause 27 of the General Terms and Conditions of Contract for the Purchase of Goods and Services shall be deleted in its entirety and replaced with the following:《货物及服务采购合同通用条款》第 27 条全部删除，并替换为如下条款：

“27. NOTICES 通知

ANY NOTICE TO BE SERVED ON EITHER OF THE PARTIES BY THE OTHER SHALL BE IN BOTH ENGLISH AND CHINESE AND IN WRITING AND SHALL BE SENT BY HAND, REGISTERED POST OR COURIER. SUCH NOTICE SHALL BE DEEMED TO HAVE BEEN RECEIVED BY THE ADDRESSEE

WITHIN SEVEN (7) DAYS OF POSTING (IF BY REGISTERED POST) OR UPON RECEIPT IF SENT BY HAND OR COURIER. 一方发送给另一方的任何通知须使用英语和中文且采取书面形式，以人工、挂号信或快递方式发出。若以挂号信方式发出，发出后七（7）日视为送达；若以人工或快递发出，对方收到即为送达。”

10. Clause 28 of the General Terms and Conditions of Contract for the Purchase of Goods and Services shall be deleted in its entirety and replaced with the following: 《货物及服务采购合同通用条款》第 28 条全部删除，并替换为如下条款：

“28. CHOICE OF LAW AND DISPUTE RESOLUTION 法律选择和争议解决

The construction, validity and performance of the Contract shall be governed by and construed in accordance with the Laws of the People’s Republic of China, without reference to its conflict of laws rules. Any dispute arising from or in connection with the Contract shall be submitted to China International Economic and Trace Arbitration Commission (CIETAC) South China Sub-Commission for arbitration which shall be conducted in accordance with the CIETAC’s arbitration rules in effect at the time of applying for arbitration. The arbitration award is final and binding upon the parties.” 合同的成立、有效性和履行均受中华人民共和国法律管辖，并依其解释，而不考虑法律冲突规则。凡因合同引起或与合同有关的任何争议，均应提交中国国际经济贸易仲裁委员会华南分会，按照申请仲裁时中国国际经济贸易仲裁委员会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。”

11. Clause 35 of the General Terms and Conditions of Contract for the Purchase of Goods and Services shall be deleted in its entirety and replaced with the following: 《货物及服务采购合同通用条款》第 35 条全部删除，并替换为如下条款：

“35. PREVAILING LANGUAGE 适用语言

The Contract is written in both Chinese and English. The Chinese and English versions shall be equally valid and authentic in law.” 合同以中、英文作成，中、英文版本在法律上具有同等效力和真实性。”

PART B 第 B 部分

TO THE EXTENT INDICATED BELOW, THIS SECTION SUPPLEMENTS AND AMENDS PART A OF THE GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES, AND FORMS PART OF THESE GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES. 在以下所述范围内，本部分构成对《货物及服务采购合同通用条款》第 A 部分的补充和修订，并构成《货物及服务采购合同通用条款》的一部分。

1 DEFINITIONS 定义

"AIRWORTHINESS AUTHORITY" MEANS THE AIRWORTHINESS AUTHORITY TO WHOSE AUTHORITY BUYER OR ITS CUSTOMER'S OPERATIONS ARE SUBJECT TO. "适航当局"指对买方或客户的运作进行规管的适航当局。

"SERVICEABLE" MEANS A GOOD WHICH FULFILS THE OPERATIONAL PURPOSE FOR WHICH IT WAS INITIALLY DESIGNED FOR AND WHICH SHALL BE CERTIFIED IN ACCORDANCE WITH ANY RELEVANT MANUFACTURER INSTRUCTIONS AND SPECIFICATIONS IN ACCORDANCE WITH THE RELEVANT MAINTENANCE MANUAL AND REQUIREMENTS OF A RELEVANT AIRWORTHINESS AUTHORITY, AS THE CASE MAY BE. "可供使用"指货物达到其最初设计的使用用途，并可以根据相关制造商按照适航管理机构的维护手册和要求（视具体情况而定）所作出的使用说明和规格书进行验证。

2 QUALITY, STANDARD AND DESCRIPTION 质量、标准和描述

THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE DIRECTIVES OF THE RELEVANT AIRWORTHINESS AUTHORITY, AS MAY BE APPLICABLE. IN ADDITION, THE SELLER SHALL MAINTAIN A CERTIFICATE OF APPROVAL FOR THE SERVICES ISSUED BY THE AIRWORTHINESS AUTHORITY AT ALL TIMES DURING THE PERIOD OF THE CONTRACT. 服务应按照相关适航当局（视情况而定）的指令进行。同时，在合同期限内，卖方应始终持有适航当局颁发的提供服务的批准文件。

3 INSURANCE 保险

THE SELLER SHALL HAVE IN EFFECT AND MAINTAIN, AT ITS EXPENSE, THE FOLLOWING INSURANCE: 卖方应自付费用办理以下保险，并保持有效：

3.1 AVIATION LIABILITY (INCLUDING BUT NOT LIMITED TO THIRD PARTY LEGAL LIABILITY, PRODUCTS LIABILITY AND WAR RISKS AND ALLIED

PERILS LIABILITY (IN ACCORDANCE WITH LLOYD'S OF LONDON AVIATION CLAUSE AVN.52, OR ITS EQUIVALENT)) INSURANCE WITH COMBINED SINGLE LIMIT OF LIABILITY (BODILY INJURY/PROPERTY DAMAGE) OF NOT LESS THAN US$50,000,000 PER OCCURRENCE AND IN THE AGGREGATE IN RESPECT OF PRODUCTS LIABILITY AND WAR RISKS AND ALLIED PERILS;航空责任（包括但不限于第三方法律责任、产品责任和战争风险及相关风险责任（根据伦敦劳合社航空条款AVN.52或同等条款））保险，产品责任和战争风险及相关风险责任中每次保险事故的综合单一责任（身体损害/财产损失）限额及全部责任总和不低于50,000,000美元；

3.2 PUBLIC LIABILITY – US$5,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE; 公众责任险 – 每次保险事故的综合单一责任限额为 5,000,000 美元；

3.3 COMPREHENSIVE AUTOMOBILE LIABILITY – BODILY INJURY/PROPERTY DAMAGE COVERING ALL VEHICLES USED IN CONNECTION WITH THE GOODS IN THE AMOUNT OF US$1,000,000 COMBINED SINGLE LIMIT EACH OCCURRENCE. 综合车辆险 – 覆盖所有与货物有关车辆所造成的身体伤害/财产损失，每次保险事故的综合单一责任限额为 1,000,000 美元。

4 TERMINATION 合同的终止

IN EVENT THE BUYER TERMINATES THE CONTRACT PURSUANT TO CLAUSE 21(A)(VII), SUBJECT TO THE TERMS OF THE CONTRACT, THE SELLER MAY, WITHIN NINETY (90) DAYS AFTER THE EFFECTIVE DATE OF TERMINATION, SUBMIT A CLAIM TO THE BUYER REASONABLE CHARGES THAT THE SELLER CAN JUSTIFY TO THE SATISFACTION OF THE BUYER HAVE RESULTED FROM THE TERMINATION. 若买方根据第A部分第21(A)(VII)条终止合同，在符合合同条款的前提下，卖方可在终止生效日后的九十（90）天内，向买方主张卖方因合同终止导致且可提供令买方满意的证据证明的合理费用。

5 UNAPPROVED PARTS OR SUSPECT UNAPPROVED PARTS 非经批准航材或可疑非经批准航材

FOR THE PURPOSES OF THIS CLAUSE, THE FOLLOWING DEFINITIONS SHALL APPLY: 以下定义适用于本条款：

"COUNTERFEIT PARTS" MEANS UNAUTHORISED COPIES, IMITATION, SUBSTITUTE OR MODIFIED PARTS (E.G. MATERIALS, PARTS, COMPONENTS, SUBASSEMBLIES) WITHOUT LEGAL RIGHT OR AUTHORITY TO DO SO OR WHICH ARE KNOWINGLY MISREPRESENTED AS A SPECIFIED GENUINE PART(S) OF AN ORIGINAL OR AUTHORISED MANUFACTURER. COUNTERFEIT

PARTS CAN INCLUDE, BUT ARE NOT LIMITED TO: “假冒航材”指在无合法权利或授权的情况下，擅自复制、仿造、替代或改装的航材（例如原料、零件、组件、子组件），或者明知其为伪造品，却将其冒充为原厂或授权制造商生产的指定正品航材。假冒航材包括但不限于：

(a) PARTS WHICH DO NOT CONTAIN THE PROPER INTERNAL CONSTRUCTION (DIE, MANUFACTURER, WIRE BONDING, ETC.) AND EXTERNAL CONSTRUCTION, CONSISTENT WITH THE ORDERED PART. 不具备与所订购航材一致的正确的内部结构（如芯片、制造商、引线键合等）和外部结构的航材。

(b) PARTS THAT HAVE BEEN INTENTIONALLY MISREPRESENTED, INCLUDING PARTS THAT ARE ACCOMPANIED WITH FALSIFIED RELEASE CERTIFICATION. 被故意谎报的航材，包括附有伪造批准放行证书的航材。

(c) PARTS WHICH HAVE BEEN USED, REFURBISHED, OR RECLAIMED, BUT REPRESENTED AS NEW PRODUCT. 曾被使用、翻新或回收后，却被标示为全新产品的航材。

(d) PARTS WHICH HAVE DIFFERENT PACKAGING STYLE OR SURFACE PLATING OR FINISH THAN THE ORDERED PARTS. 在包装样式、表面镀层或表面处理上与所订购部件不一致的航材。

(e) PARTS WHICH HAVE BEEN RE-WORKED, RE-MARKED, RE-LABELED, REPAIRED, REFURBISHED, OR OTHERWISE MODIFIED FROM OCM/OEM DESIGN BUT NOT DISCLOSED AS SUCH OR ARE REPRESENTED AS OCM/OEM AUTHENTIC OR NEW. 被重新加工、重新标记、重贴标签、修复、翻新或以其他方式从OCM/OEM原始设计改装而来的，但并未对修改进行披露，或冒充为OCM/OEM原厂正品或全新产品的航材。

(f) PARTS WHICH ARE AN UNAUTHORISED COPY OR SUBSTITUTE OF AN OEM OR OCM PART. 未经授权复制或替换OEM或OCM产品的航材。

(g) PARTS WHICH HAVE NOT SUCCESSFULLY COMPLETED THE OEM’S OR OCM’S FULL PRODUCTION AND TEST FLOW, BUT ARE REPRESENTED AS A COMPLETED PRODUCT. 未完成OEM或OCM完整的生产和测试流程，却被标示为成品的航材。

(h) PARTS SOLD AS UPSCREENED PARTS, WHICH HAVE NOT SUCCESSFULLY COMPLETED UPSCREENING. 作为“升级筛选件”出售，但实际未通过升级筛选测试的航材。

(i) PARTS SOLD WITH MODIFIED LABELLING, MARKING, GRADE, SERIAL

NUMBER, LOT NUMBER, DATE CODE, DOCUMENTATION OR PERFORMANCE CHARACTERISTICS, INCLUDING NEW PARTS REPRESENTED AS NEW, WHICH ARE INTENDED TO FALSELY IDENTIFY OR MISREPRESENT THE PART'S FORM, FIT, FUNCTION, AND/OR GRADE. 标签、标识、等级、序列号、批次号、日期码、文件或性能特征被修改过的航材，包括标示为新品但实际为旧品的航材，意图对航材的形态、适配度、功能和/或等级作出虚假陈述或误导。

"OEM" MEANS ORIGINAL EQUIPMENT MANUFACTURER. "OEM" 指原始设备制造商。

"OCM" MEANS ORIGINAL COMPONENT MANUFACTURER. "OCM" 指原始组件制造商。

"PART" MEANS ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, AVIONICS, ACCESSORIES, INSTRUMENTS, FURNISHINGS, MODULES, MATERIALS (INCLUDING RAW MATERIALS), AND OTHER ITEMS OR EQUIPMENT (OF WHATEVER NATURE), SUPPLIED UNDER THIS CONTRACT, AND SHALL INCLUDE ALL GOODS. "航材"指本合同项下提供的所有设备、组件、零件、仪器、附属装置、航空电子设备、配件、仪表、内饰、模块、材料（包括原材料）以及其他任何性质的物品或设备，亦包括所有货物。

"SUSPECT UNAPPROVED PARTS" MEANS PARTS FOR WHICH THERE IS, IN BUYER'S VIEW, CREDIBLE EVIDENCE INDICATING THAT THEY ARE LIKELY UNAPPROVED PARTS. REASONS FOR SUSPECTING A PART TO BE AN UNAPPROVED PART MAY INCLUDE FINDINGS SUCH AS DIFFERENT FINISH, SIZE, COLOUR, IMPROPER (OR LACK OF) IDENTIFICATION, INCOMPLETE OR ALTERED RELEASE DOCUMENTS, OR ANY OTHER QUESTIONABLE INDICATION. "可疑非经批准航材"指买方认为有可信证据表明其可能是非经批准的航材。怀疑航材为非经批准航材的原因可能包括：表面处理、尺寸或颜色存在差异，识别信息不当（或缺失），放行文件不完整或被更改，或其他任何可疑迹象。

"UNAPPROVED PARTS" MEANS PARTS WHICH HAVE NOT BEEN MANUFACTURED AND TESTED TO AIRWORTHINESS STANDARDS BY QUALIFIED PERSONNEL BEFORE RELEASE TO SERVICE. UNAPPROVED PARTS CAN INCLUDE, BUT ARE NOT LIMITED TO: "非经批准航材"指在投入使用前，未由合格人员按适航标准制造并测试的航材。非经批准航材可包括但不限于：

(a) COUNTERFEIT PARTS (AS HEREINAFTER DEFINED). 假冒航材（如前文定义）

(b) PARTS THAT ARE NOT ACCOMPANIED WITH AUTHORISED RELEASE CERTIFICATES OR EQUIVALENT RELEASE DOCUMENTS AS REQUIRED BY THE RELEVANT AIRWORTHINESS AUTHORITY,

INCLUDING BUT NOT LIMITED TO THOSE AS SPECIFIED IN – 未附带相关适航当局要求的批准放行证书或同等放行文件的航材，放行文件包括但不限于–

(i) APPENDIX 1 OF SAR-145 SUB-PART D FOR NEW PART; OR 对于新航材，指的是《新加坡适航要求》第145部分第D子部分附录1要求的文件；或

(ii) AC 145-3 FOR MAINTAINED PARTS. 对于经维修的航材，指的是新加坡民航局咨询通告145-3要求的文件。

(c) NEW PARTS THAT WERE MANUFACTURED IN ACCORDANCE WITH APPROVED DATA AND PROCEDURES BY AN APPROVED MANUFACTURER BUT DID NOT PASS THROUGH AN APPROVED QUALITY SYSTEM AND IS NOT ACCOMPANIED WITH PROPER DOCUMENTATION, E.G. PRODUCTION OVERRUNS. 虽由获批制造商依照获批数据和程序制造，但未通过获批质量管理体系流程，且未附带合规文件的新航材（如超产件）。

(d) PARTS WHICH HAVE NOT PASSED SUCCESSFULLY ALL OCM/OEM REQUIRED TESTING, VERIFICATION, SCREENING, AND QUALITY CONTROL PROCESSES. 未通过OCM或OEM所要求的全部测试、验证、筛查及质量控制流程的航材。

(e) DEFECTIVE PARTS THAT WERE MISSED DURING THE MANUFACTURER'S QUALITY CHECKS. 在制造商质量检查中未被发现的有缺陷的航材。

(f) PARTS THAT ARE NOT TRACEABLE TO AN OCM/OEM SUFFICIENT TO ENSURE AUTHENTICITY IN OCM/OEM DESIGN AND MANUFACTURE. 无法追溯至OCM/OEM，从而无法确认其为符合OCM/OEM的设计及制造标准的航材。

(g) PARTS THAT DO NOT CONTAIN PROPER EXTERNAL OR INTERNAL MATERIALS OR COMPONENTS REQUIRED BY THE OCM/OEM OR ARE NOT CONSTRUCTED IN ACCORDANCE WITH OCM/OEM DESIGN. 未使用OCM/OEM规定的正确的内、外部材料或元件，或未按其设计规范制造的航材。

(h) USED PARTS THAT WERE NOT MAINTAINED IN ACCORDANCE WITH APPROVED AIRWORTHINESS DATA AND PROCEDURES OR WERE MAINTAINED BY UNAUTHORISED PERSONS. 未按经批准的适航数据和程序进行维护，或由未经授权人员维护的二手航材。

(i) PARTS THAT ORIGINATE FROM MILITARY STOCKS WHICH HAVE NOT BEEN SHOWN TO CONFORM TO APPROVED DESIGN/DATA. 来源于军用库存，但未能证明其符合经批准的设计/数据的航材。

(j) DEFECTIVE RAW MATERIALS, OR MATERIALS THAT DO NOT MEET REQUIRED SPECIFICATIONS, INDUSTRY STANDARDS, AND/OR REGULATORY STANDARDS AND REQUIREMENTS (INCLUDING BUT NOT LIMITED TO STANDARDS AND REQUIREMENTS BY AIRWORTHINESS AUTHORITIES) (COLLECTIVELY, "UNAPPROVED MATERIAL"). SUCH UNAPPROVED MATERIAL SHALL INCLUDE BASE MATERIALS SUCH AS METALS, COMPOSITES, POLYMERS, AND/OR OTHER SUBSTANCES IN THEIR UNPROCESSED OR SEMI-PROCESSED FORM. 有缺陷的原材料，或不符合规格书、行业标准和/或监管标准及要求（包括但不限于适航当局的标准及要求）的材料（统称"非经批准材料"）。此类非经批准材料包括金属、复合材料、高分子聚合物等基础材料，及/或其他未加工或半加工状态的物质。

(k) PARTS WHICH ARE MANUFACTURED FROM UNAPPROVED MATERIAL. 使用非经批准材料制造的航材。

5.1 THE SELLER AGREES THAT IT SHALL NOT FURNISH UNAPPROVED PARTS OR SUSPECT UNAPPROVED PARTS TO THE BUYER. THE SELLER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT ONLY NEW AND AUTHENTIC MATERIALS ARE USED IN PARTS DELIVERED TO THE BUYER. 卖方同意不得向买方提供非经批准航材或可疑非经批准航材。卖方应全权负责确保交付给买方的所有航材仅使用全新且为原厂正品的材料。

5.2 THE SELLER SHALL IMPLEMENT OR MAINTAIN AN APPROPRIATE STRATEGY, USING SAE AS5553 AND AS6174 AS GUIDELINES, TO ENSURE THAT PARTS FURNISHED TO THE BUYER HEREUNDER ARE NOT UNAPPROVED PARTS OR SUSPECT UNAPPROVED PARTS. THE SELLER'S STRATEGY SHALL INCLUDE, BUT IS NOT LIMITED TO: 卖方应制定或维持适当的策略，以 SAE 的 AS5553 和 AS6174 为指导，确保向买方提供的航材不属于非经批准航材或可疑非经批准航材。卖方的策略应包括但不限于以下内容：

(a) THE SELLER MAY ONLY PROCURE PARTS FROM OCMS / OEMS, OCM / OEM FRANCHISED DISTRIBUTORS, AUTHORISED AFTERMARKET MANUFACTURERS OR OTHER AUTHORISED DISTRIBUTORS ("AUTHORISED SOURCES"), AND THE SELLER MUST CONDUCT APPROVED TESTING OR INSPECTION TO ENSURE THE AUTHENTICITY OF PARTS AS NECESSARY. 卖方仅可从OCM/OEM及其特许经销商、授权售后市场制造商或其他授权经销商（"授权渠道"）采购航材，并应根据需要开展经批准的测试或检查，以确保航材为原厂正品。

(b) THE USE OF PARTS NOT PROVIDED BY AUTHORISED SOURCES IS NOT AUTHORISED UNLESS FIRST APPROVED IN WRITING BY THE BUYER, AND THE SELLER SHALL, IN ITS REQUEST FOR SUCH APPROVAL, PRESENT COMPELLING SUPPORT FOR ITS REQUEST, INCLUDING BUT

NOT LIMITED TO: 未经买方事先书面批准，卖方不得使用非经授权渠道采购的航材。如卖方申请批准，须提供令人信服的支持材料，包括但不限于：

(i) AUTHORISED RELEASE CERTIFICATES OR EQUIVALENT RELEASE DOCUMENTS; 批准放行证书或同等放行文件；

(ii) APPROPRIATE CERTIFICATES OF CONFORMANCE THAT PROVIDE ONE OR MORE OF THE FOLLOWING: 适当的符合性证书，载有以下一项或多项内容：

- OEM'S ORIGINAL CERTIFICATE OF CONFORMANCE FOR THE PART. OEM 为该航材签发的符合性证书原件。
- SUFFICIENT OCM / OEM DOCUMENTATION THAT AUTHENTICATES UNBROKEN SUPPLY CHAIN TRACEABILITY OF THE PARTS TO THE OCM / OEM. 充分的 OCM/OEM 文件，证明航材供应链的完整可追溯性，且可追溯至 OCM/OEM。
- TESTS AND INSPECTION RECORDS DEMONSTRATING THE PART'S AUTHENTICITY. 证明航材为原厂正品的测试与检验记录。

(iii) ALL ACTIONS TAKEN TO ENSURE THE PARTS PROCURED ARE APPROVED AND/OR AUTHENTIC PARTS. 所有为确保所采购航材为已获批准和/或原厂正品航材而采取的措施。

(iv) A DOCUMENTED RISK ASSESSMENT AND MITIGATION JUSTIFICATION FOR SUCH PROCUREMENTS, WHICH SHALL ADDRESS THE LIKELIHOOD OF RECEIVING A UNAPPROVED PART OR SUSPECTED UNAPPROVED PART FROM THE SOURCE AND THE CONSEQUENCES OF A UNAPPROVED PART OR SUSPECT UNAPPROVED PART. 针对此类采购行为进行的有据可查的风险评估及缓解措施合理性说明，说明从该来源获取非经批准航材或可疑非经批准航材的可能性以及后果。

(c) THE SELLER SHALL MAINTAIN A METHOD OF ITEM TRACEABILITY THAT ENSURES TRACKING OF THE SUPPLY CHAIN BACK TO THE MANUFACTURER OF ALL PARTS DELIVERED. AS AND WHEN REQUIRED BY THE BUYER, THE SELLER SHALL MAKE AVAILABLE RELEVANT DOCUMENTATION FOR ITEM TRACEABILITY. 卖方应建立航材追溯机制，确保所有交付航材的供应链可追溯至制造商。在买方要求时，卖方应提供相关的追溯文件。

5.3 IF SELLER BECOMES AWARE, OR SUSPECTS THAT IT HAS FURNISHED UNAPPROVED PARTS OR SUSPECT UNAPPROVED PARTS TO THE BUYER,

SELLER WILL PROMPTLY, BUT IN NO CASE LATER THAN TWENTY-FOUR (24) HOURS FROM DISCOVERY, NOTIFY THE BUYER OF THE SAME, AND PROVIDE TO BUYER ALL DOCUMENTATION ASSOCIATED WITH THE UNAPPROVED PARTS OR SUSPECT UNAPPROVED PART, INCLUDING BUT NOT LIMITED TO DOCUMENTATION DEMONSTRATING THE TRACEABILITY OF THE PART TO THE OCM / OEM, CONTACT INFORMATION OF THE SELLER'S SUPPLIERS AT ALL TIERS, RECORDS OF NOTIFICATIONS TO THE RELEVANT AIRWORTHINESS AUTHORITY(IES), AND ANY OTHER INFORMATION THAT MAY BE REQUESTED BY THE BUYER, TOGETHER WITH SUCH NOTIFICATION. THE SELLER SHALL REPLACE, AT THE SELLER'S EXPENSE, SUCH UNAPPROVED PARTS OR SUSPECT UNAPPROVED PARTS WITH BUYER-APPROVED OCM / OEM PARTS THAT CONFORM TO THE REQUIREMENTS OF THE CONTRACT. THE SELLER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE BUYER RELATED TO UNAPPROVED PARTS OR SUSPECT UNAPPROVED PARTS PROVIDED BY SELLER. 如果卖方知悉或怀疑其已向买方交付了非经批准航材或可疑非经批准航材，卖方应在发现后立即（无论如何不迟于24小时内）通知买方，并在向买方提交通知书时，一并提供与该非经批准航材或可疑非经批准航材相关的所有文件，包括但不限于：证明零件可追溯至OCM/OEM的文件、卖方所有层级供应商的联系信息、向相关适航当局作出的通知记录，以及买方可能要求的其他信息。卖方应自行承担费用，更换上述非经批准航材或可疑非经批准航材，替换为符合合同要求的、买方认可的OCM/OEM的航材。因卖方提供非经批准航材或可疑非经批准航材而导致的全部费用，由卖方承担。

5.4 THE SELLER SHALL PROVIDE THE REQUIRED LABOUR AND TECHNICAL ASSISTANCE TO CARRY OUT ANY NECESSARY RECTIFICATION WORKS, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF THE UNAPPROVED PART OR SUSPECT UNAPPROVED PART OR ANY PART THEREOF, AND TO CONDUCT THE NECESSARY TESTS REQUIRED FOR THE ACCEPTANCE OF THE RECTIFICATION, WITHOUT CHARGE TO THE BUYER, IN ADDITION TO BEING LIABLE TO THE BUYER FOR ANY COSTS, EXPENSES OR DAMAGE INCURRED BY THE BUYER AS A RESULT OF THE UNAPPROVED PART OR SUSPECT UNAPPROVED PART. 除承担买方因该非经批准航材或可疑非经批准航材而产生的任何费用、支出或损失外，卖方还应免费为买方提供所需的劳务和技术支持，以完成全部必要的整改工作，包括但不限于：移除非经批准航材、可疑非经批准航材或相关航材，并进行必要的测试，以便对整改进行验收。

5.5 THE SELLER SHALL TAKE MEASURES TO ENSURE THAT ALL ITS SUB-CONTRACTORS AND SUPPLIERS COMPLY WITH THE REQUIREMENTS OF THIS CLAUSE, INCLUDING THE FLOW-DOWN OF THE REQUIREMENTS OF THIS CLAUSE TO ALL SUB-CONTRACTORS AND SUPPLIERS. WHERE SERVICES SUCH AS MAINTENANCE, REPAIR OR OVERHAUL ACTIVITIES REQUIRE REPLACEMENT OF PARTS, SUCH REPLACEMENT PARTS SHALL COMPLY WITH ALL REQUIREMENTS IN THIS CLAUSE. 卖方应采取措施，确保其所有分包商和供应商均遵守本条款的要求，包括将本条款的要求逐级传达至所有分包商和供应商。在进行如保养、维修或大修等服务时，如需更换航材，所使用的替换航材亦应完全符合本条款的所有要求。

6 COMPLIANCE WITH LAWS 遵守法律

6.1 EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT THE GOODS, SERVICES OR DATA PROVIDED PURSUANT TO THIS CONTRACT MAY BE SUBJECT TO, AND CONTROLLED BY, EXPORT CONTROL, SANCTIONS OR RESTRICTIVE MEASURES IMPOSED OR ADMINISTERED BY THE UNITED NATIONS, THE UNITED STATES, THE EUROPEAN UNION, THE UNITED KINGDOM, AND SINGAPORE, INCLUDING, WITHOUT LIMITATION, PURSUANT TO THE EXPORT ADMINISTRATION REGULATIONS, AS ADMINISTERED BY THE BUREAU OF INDUSTRY AND SECURITY ("BIS") OF THE U.S. DEPARTMENT OF COMMERCE, THE SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS ("SDN") LIST AND OTHER SANCTIONS, AS ADMINISTERED BY THE OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") OF THE U.S. DEPARTMENT OF THE TREASURY, EUROPEAN UNION SANCTIONS (INCLUDING THE "NO RUSSIA" CLAUSE REQUIRED UNDER ARTICLE 12G OF EU REGULATION 833/2014 AND ARTICLE 8G OF COUNCIL REGULATION (EU) NO 765/2006) AND OTHER EXPORT CONTROL, SANCTIONS OR RESTRICTIVE MEASURES (COLLECTIVELY REFERRED TO AS "EXPORT LAWS"). EACH PARTY AGREES TO COMPLY WITH ALL APPLICABLE EXPORT LAWS. GOODS, SERVICES AND DATA REQUIRED TO BE PROVIDED IN ACCORDANCE WITH THIS AGREEMENT SHALL ONLY BE SUPPLIED IN ACCORDANCE WITH THE EXPORT LAWS APPLICABLE AT THE TIME, AS MAY BE AMENDED FROM TIME TO TIME. NEITHER PARTY SHALL BE REQUIRED TO PERFORM ANY OBLIGATION SPECIFIED IN THIS AGREEMENT THAT WOULD RESULT IN A VIOLATION OF ANY APPLICABLE EXPORT LAWS. ALL REQUIRED EXPORT LICENSES AND PERMITS MUST BE IN PLACE, TO BOTH PARTIES' REASONABLE SATISFACTION, BEFORE APPLICABLE GOODS OR DATA ARE SHIPPED TO OR FROM EITHER PARTY, AND PRIOR TO ANY APPLICABLE SERVICES TO BE PROVIDED. THE RECEIVING PARTY MAY REFUSE ANY GOODS OR DATA SHIPPED PRIOR TO PROPER LICENSING OR EQUIVALENT EXPORT AUTHORIZATION BEING OBTAINED AND MAY RETURN ANY SUCH GOODS TO THE SHIPPING PARTY AT THAT PARTY'S EXPENSE. EACH PARTY AGREES NOT TO EXPORT, RE-EXPORT OR TRANSFER, IN ANY MANNER, THE GOODS OR DATA PROVIDED PURSUANT TO THIS AGREEMENT IN VIOLATION OF THE APPLICABLE EXPORT LAWS. 本协议各方均承认，根据本合同提供的货物、服务或数据可能受到联合国、美国、欧盟、英国及新加坡实施或管理的出口管制、制裁或限制措施的约束与控制，包括但不限于美国商务部工业与安全局（BIS）管理的《出口管理条例》、美国财政部海外资产控制办公室（OFAC）管理的《特别指定国民和被封锁人员名单》（SDN）及其他制裁、欧盟制裁（包括欧盟理事会第833/2014号条例第12G条或欧盟理事会第765/2006号条例第8G条所要求的"不与俄罗斯交易"条款），以及其他出口管制、制裁或限制措施（统称为"出口管制法律"）。各方同意遵守所有适用的出口管制法律。本协议项下的货物、服务和数据的提供，须遵守当时适用并不时更新的出口管制法律。若履行本协议中的任何义务将导致违

反任何适用的出口管制法律，任何一方均不得被要求履行该义务。相关货物或数据运至任一方或从任一方运出之前，或提供相关服务之前，所有必要的出口许可和批准必须到位，并使双方合理满意。接收方有权拒收在获得合适的许可证或同等的出口授权之前提供的货物或数据，并将该等货物退回发货方，相关费用由发货方承担。各方均同意不会以任何方式违反适用的出口管制法律，出口、再出口或转让本协议项下提供的货物或数据。

6.2 NEITHER PARTY SHALL, DIRECTLY OR INDIRECTLY, EXPORT, RE-EXPORT OR TRANSFER ANY ITEM, INCLUDING, BUT NOT LIMITED TO, AIRCRAFT, ENGINE, ACCESSORY OR PART, THAT ARE PROHIBITED UNDER EXPORT LAWS AGAINST SANCTIONED COUNTRIES, TERRITORIES, ENTITIES AND PERSONS (COLLECTIVELY, "SANCTIONS TARGETS"), SUCH AS RUSSIA, BELARUS, CUBA, IRAN, NORTH KOREA, SYRIA, THE CRIMEA / DONETSK / LUHANSK REGIONS OF UKRAINE, OR ANY OTHER COUNTRY OR TERRITORY SUBJECT TO COMPREHENSIVE SANCTIONS. EACH PARTY REPRESENTS THAT NEITHER IT NOR ANY OF ITS PRINCIPALS, OFFICERS, DIRECTORS, OR ANY PERSONS INVOLVED DIRECTLY OR KNOWINGLY INDIRECTLY IN THIS TRANSACTION AS A FREIGHT FORWARDER, CUSTOMER, END-USER, CONSULTANT, AGENT IS SUBJECT TO ANY OF THE APPLICABLE U.S., E.U., UK, SINGAPORE OR U.N. SANCTIONS OR EXPORT CONTROLS RESTRICTIONS LISTS, INCLUDING, BUT NOT LIMITED TO, THE BIS ENTITY LIST, OFAC SDN LIST, UK FINANCIAL SANCTIONS TARGETS LIST, EU CONSOLIDATED FINANCIAL SANCTIONS LIST, AND THE EQUIVALENT LISTS OF OTHER APPLICABLE JURISDICTIONS. NO PARTY SHALL: 任何一方均不得直接或间接向受制裁国家、地区、实体和个人（统称为"制裁目标"，例如俄罗斯、白俄罗斯、古巴、伊朗、朝鲜、叙利亚、乌克兰克里米亚/顿涅茨克/卢甘斯克地区，或任何其他受全面制裁的国家或地区）出口、再出口或转让依据出口管制法律被禁止的任何物品（包括但不限于飞机、发动机、配件或零部件）。各方声明，其本身及其任何主要负责人、高级管理人员、董事或直接或明知间接参与此次交易的人员（包括货运代理、客户、最终用户、顾问、代理人等）均未被列入任何适用的美国、欧盟、英国、新加坡或联合国的制裁或出口管制名单，包括但不限于 BIS 实体名单、OFAC 的 SDN 名单、英国金融制裁清单、欧盟金融制裁综合清单，以及其他适用司法管辖区的类似名单。任何一方均不得：

(a) DIRECTLY OR INDIRECTLY FACILITATE ANY TRANSACTION INVOLVING THE EXPORT, RE-EXPORT, TRANSFER OR OTHERWISE SUPPLY OF THE GOODS, SERVICES OR DATA PROVIDED UNDER THIS AGREEMENT TO A SANCTIONS TARGET; OR 直接或间接促成涉及本协议项下货物、服务或数据的出口、再出口、转让或以其他方式提供至制裁目标的交易；或

(b) BROKER, FINANCE OR OTHERWISE FACILITATE ANY TRANSACTION IN VIOLATION OF ANY EXPORT LAWS; OR 参与居间交易、融资或以其他方式促成任何违反出口管制法律的交易；或

(c) ENGAGE IN ANY ACTIVITY THAT WOULD CONTRAVENE THE STEA SYSTEMS END-USE STATEMENT (EUS FORM) 从事任何违背 STEA 系统最终用途声明（EUS 表格）的行为。

7 NO-RUSSIA / NO-BELARUS PROVISION 不与俄罗斯交易条款/不与白俄罗斯交易条款

7.1 EACH PARTY AGREES THAT IT SHALL NOT EXPORT, RE-EXPORT, OR OTHERWISE TRANSFER, DIRECTLY OR INDIRECTLY, TO THE RUSSIAN FEDERATION OR TO THE REPUBLIC OF BELARUS, OR FOR USE IN THE RUSSIAN FEDERATION OR THE REPUBLIC OF BELARUS, ANY GOODS, SERVICES OR DATA SUPPLIED UNDER OR IN CONNECTION WITH THIS AGREEMENT TO THE EXTENT THAT SUCH GOODS FALL UNDER THE SCOPE OF ARTICLE 12G OF COUNCIL REGULATION (EU) NO 833/2014 OR ARTICLE 8G OF COUNCIL REGULATION (EU) NO 765/2006. 各方同意，若本协议项下或与之相关的货物、服务或数据属于欧盟理事会第 833/2014 号条例第 12G 条或欧盟理事会第 765/2006 号条例第 8G 条的范围内，不得直接或间接将其出口、再出口或以其他方式转让至俄罗斯联邦或白俄罗斯共和国，或用于俄罗斯联邦或白俄罗斯共和国。

7.2 EACH PARTY UNDERTAKES TO USE ALL REASONABLE EFFORTS TO ENSURE THAT THE PURPOSE OF PARAGRAPH (I) IMMEDIATELY ABOVE IS NOT FRUSTRATED BY ANY THIRD PARTIES FURTHER DOWN THE TRANSACTION CHAIN, INCLUDING, BUT NOT LIMITED TO, ANY RESELLERS. 各方承诺，尽一切合理努力确保交易链中后续的第三方（包括但不限于任何转售商）不会阻碍前述第 7.1 条目的的实现。

7.3 ANY VIOLATION BY EITHER PARTY OF PARAGRAPHS (I) OR (II) ABOVE SHALL CONSTITUTE A MATERIAL BREACH OF AN ESSENTIAL ELEMENT OF THIS AGREEMENT, AND THE NON-VIOLATING PARTY SHALL BE ENTITLED TO SEEK APPROPRIATE REMEDIES UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO: (I) TERMINATION OF THIS AGREEMENT; AND (II) DAMAGES FOR ANY LOSSES SUFFERED BY IT IN CONNECTION WITH SUCH BREACH. 任何一方违反第 7.1 条或第 7.2 条，将构成对本协议核心条款的根本违约，未违约方有权根据适用的法律寻求适当救济，包括但不限于：(I) 终止本协议；及 (II) 对其因违约所遭受的全部损失获得赔偿。

7.4 EACH PARTY SHALL IMMEDIATELY INFORM THE OTHER PARTY ABOUT ANY PROBLEMS IN APPLYING PARAGRAPHS (I) OR (II) ABOVE, INCLUDING ANY RELEVANT ACTIVITIES BY THIRD PARTIES THAT COULD FRUSTRATE THE PURPOSE OF PARAGRAPH (I). EACH PARTY SHALL MAKE AVAILABLE TO THE OTHER PARTY INFORMATION CONCERNING COMPLIANCE WITH THE OBLIGATIONS UNDER PARAGRAPHS (I) AND (II) WITHIN A REASONABLE

PERIOD OF THE WRITTEN REQUEST FOR SUCH INFORMATION. 各方应立即向另一方通报在执行第 7.1 条或第 7.2 条过程中所遇到的任何问题，包括任何可能阻碍第 7.1 条目的实现的第三方相关活动。各方在收到另一方的书面请求后，应在合理期限内向另一方提供与其遵守第 7.1 条和第 7.2 条义务相关的信息。

EXHIBIT – ST AEROSPACE (GUANGZHOU) AVIATION SERVICES CO LTD
附件 – 广州新科宇航科技有限公司

For all Purchase Orders issued by ST Aerospace (Guangzhou) Aviation Services Co Ltd, Part B shall be amended as follows: 对于广州新科宇航科技有限公司所下订单，第 B 部分应作出如下修改：

1. **Part B also applies to and governs the purchase of goods and services by ST ENGINEERING AEROSPACE (GUANGZHOU) AVIATION SERVICES CO. LTD.. 第 B 部分同样适用于广州新科宇航科技有限公司的货物及服务采购。**

2. **Clause 6.1 of Part B shall be deleted in its entirety and replaced with the following: 第 B 部分第 6.1 条全部删除，并替换为如下条款：**

> "6.1 EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT THE GOODS, SERVICES OR DATA PROVIDED PURSUANT TO THIS CONTRACT MAY BE SUBJECT TO, AND CONTROLLED BY, EXPORT CONTROL, SANCTIONS OR RESTRICTIVE MEASURES IMPOSED OR ADMINISTERED BY THE UNITED NATIONS, THE UNITED STATES, THE EUROPEAN UNION, THE UNITED KINGDOM, CHINA, AND SINGAPORE, INCLUDING, WITHOUT LIMITATION, PURSUANT TO THE EXPORT ADMINISTRATION REGULATIONS, AS ADMINISTERED BY THE BUREAU OF INDUSTRY AND SECURITY ("BIS") OF THE U.S. DEPARTMENT OF COMMERCE, THE SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS ("SDN") LIST AND OTHER SANCTIONS, AS ADMINISTERED BY THE OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") OF THE U.S. DEPARTMENT OF THE TREASURY, EUROPEAN UNION SANCTIONS (INCLUDING THE "NO RUSSIA" CLAUSE REQUIRED UNDER ARTICLE 12G OF EU REGULATION 833/2014 AND ARTICLE 8G OF COUNCIL REGULATION (EU) NO 765/2006) AND OTHER EXPORT CONTROL, SANCTIONS OR RESTRICTIVE MEASURES (COLLECTIVELY REFERRED TO AS "EXPORT LAWS"). EACH PARTY AGREES TO COMPLY WITH ALL APPLICABLE EXPORT LAWS. GOODS, SERVICES AND DATA REQUIRED TO BE PROVIDED IN ACCORDANCE WITH THIS AGREEMENT SHALL ONLY BE SUPPLIED IN ACCORDANCE WITH THE EXPORT LAWS APPLICABLE AT THE TIME, AS MAY BE AMENDED FROM TIME TO TIME. NEITHER PARTY SHALL BE REQUIRED TO PERFORM ANY OBLIGATION SPECIFIED IN THIS AGREEMENT THAT WOULD RESULT IN A VIOLATION OF ANY APPLICABLE EXPORT LAWS. ALL REQUIRED EXPORT LICENSES AND PERMITS MUST BE IN PLACE, TO BOTH PARTIES' REASONABLE SATISFACTION, BEFORE APPLICABLE GOODS OR DATA ARE SHIPPED TO OR FROM EITHER PARTY, AND PRIOR TO ANY APPLICABLE SERVICES TO BE PROVIDED. THE RECEIVING PARTY MAY REFUSE ANY GOODS OR DATA SHIPPED PRIOR TO PROPER LICENSING OR EQUIVALENT EXPORT AUTHORIZATION BEING OBTAINED AND MAY RETURN ANY SUCH GOODS TO THE SHIPPING PARTY AT THAT PARTY'S EXPENSE. EACH PARTY AGREES NOT TO EXPORT, RE-EXPORT OR

TRANSFER, IN ANY MANNER, THE GOODS OR DATA PROVIDED PURSUANT TO THIS AGREEMENT IN VIOLATION OF THE APPLICABLE EXPORT LAWS. FOR PARTS PRODUCED, PROCESSED, SOLD, RESOLD, USED, OR DISPOSED OF WITHIN CHINA, IN THE EVENT OF ANY CONFLICT BETWEEN EXPORT LAWS AND CHINESE LAWS AND REGULATIONS, CHINESE LAWS AND REGULATIONS SHALL PREVAIL. 本协议各方均承认，根据本合同提供的货物、服务或数据可能受到联合国、美国、欧盟、英国、中国及新加坡实施或管理的出口管制、制裁或限制措施的约束与控制，包括但不限于美国商务部工业与安全局（BIS）管理的《出口管理条例》、美国财政部海外资产控制办公室（OFAC）管理的《特别指定国民和被封锁人员名单》（SDN）及其他制裁、欧盟制裁（包括欧盟理事会第 833/2014 号条例第 12G 条或欧盟理事会第 765/2006 号条例第 8G 条所要求的“不与俄罗斯交易”条款），以及其他出口管制、制裁或限制措施（统称为“出口管制法律”）。各方同意遵守所有适用的出口管制法律。本协议项下的货物、服务和数据的提供，须遵守当时适用并不时更新的出口管制法律。若履行本协议中的任何义务将导致违反任何适用的出口管制法律，任何一方均不得被要求履行该义务。相关货物或数据运至任一方或从任一方运出之前，或提供相关服务之前，所有必要的出口许可和批准必须到位，并使双方合理满意。接收方有权拒收在获得合适的许可证或同等的出口授权之前提供的货物或数据，并将该等货物退回发货方，相关费用由发货方承担。各方均同意不会以任何方式违反适用的出口管制法律，出口、再出口或转让本协议项下提供的货物或数据。对于在中国生产、加工、销售、转售、使用、处置的航材，如出口管制法律与中国法律法规冲突的，以中国法律法规为准。”