



介绍 / Introduction

这些一般采购条件(以下简称:GPC)是达涅利霍高文或其代表发出的任何和所有报价请求和采购订单的组成部分。

达涅利霍高文明确拒绝适用报价请求或采购订单中未明确规定的其他一般或特定条款、条件或规定。

这些GPC包括四个章节:

- 第1章-总则
- 第2章-货物供应
- 第3章-安装服务
- 第4章-服务的供应

第1章将适用于所有报价请求和采购订单。

第2章将适用于货物的供应。

第2章将适用于应商也为或代表达涅利霍高文安装这些货物。

第4章将适用于服务，例如但不限于咨询服务、咨询和软件供应。

本GPC条款不一致的，则以条款序号最高的章节为准。

These General Purchase Conditions (hereinafter: GPC) are an integral part of any and all Requests for Quotation and Purchase Orders issued by or on behalf of Danieli Corus. Danieli Corus explicitly rejects the applicability of other general or specific terms and conditions or stipulations, which are not stated in express terms in the Request for Quotation or the Purchase Order.

These GPC consist of four chapters:

- Chapter 1 – General
- Chapter 2 – Supply of Goods
- Chapter 3 – Installation services
- Chapter 4 – Supply of Services

Chapter 1 will apply to all Requests for Quotation and Purchase Orders.

Chapter 2 will apply to the supply of Goods.

Chapter 3 will apply if the Supplier will also install these Goods for or on behalf of Danieli Corus.

Chapter 4 will apply to Services, such as but not limited to advisory services, consultancy and the supply of Software.

In case of inconsistency between articles in these GPC, the provisions in the chapter with the highest number will prevail.

第1章 总则 / Chapter 1. General

1.

定义 / Definitions

本GPC中大写的词语应具有本协议赋予的含义。

Words in these GPC with initial capital shall have the meaning assigned to them herein.

客户 / Client

如果DC不是最终用户，即委托DC提供货物和/或服务的自然人或法人。

In case DC is not the end-user, the natural or juridical person, who entrusted the supply of the Goods and/or the Services to DC.

DC

达涅利霍高文钢铁技术(上海)有限公司在报价请求书或采购订单的其他地方使用的“买方”或“买方”一词应与DC具有相同的含义。

Danieli Hoogovens Steelmaking Technology (Shanghai) Co., Ltd.

The words “buyer” or “purchaser”, which may be used elsewhere in the Request for Quotation or Purchase Order shall have the same meaning as DC.

货物 / Goods

按报价请求书或采购订单规定提供的货物、材料、设备(包括其设计和/或工程)和/或所有有关工程、服务和文件及其任何部件或组成部分。

The goods, materials, equipment (including the design and/or engineering thereof) and/or all pertaining works, services and documents and any part or component thereof and incorporated therein, to be supplied as specified in the Request for Quotation or Purchase Order.

一方 / Party

DC或供应商。

DC or Supplier.

各方 / Parties

DC和供应商。

DC and Supplier.

采购订单 / Purchase Order

DC签发的采购订单，包括其中明确列出的所有规格、申请、图纸和文件，作为采购订单的附件。

The purchase order issued by DC including all the specifications, requisitions, drawings and documents explicitly listed therein as an attachment to the Purchase Order.

服务 / Services

服务，如咨询服务、计算、咨询、设计和工程以及所有相关的可交付成果，将按照采购订单及其任何部分或组成部分的规定执行或纳入其中。

The services, such as advisory services, calculations, consultancy, design and engineering and all pertaining deliverables, to be performed as specified in the Purchase Order and any part or component thereof or incorporated therein.



软件 / Software	以计算机程序的形式提供的信息，使计算机执行某些功能，按照采购订单及其任何部件或组件的规定提供或包含在其中。	The information, in the form of computer programs that make a computer carry out certain functions, to be supplied as specified in the Purchase Order and any part or component thereof or incorporated therein.
网站 / Site	DC或DC的客户的位置，客户将使用货物和/或工作将在哪里进行。	The location of DC or DC's Client, where the Goods will be used by the Client and/or where the Work will be performed.
供应商 / Supplier	在采购订单中确定为货物、服务和/或软件供应商的自然人或法人。“卖方”、“卖方”和“中标人”等词语，如在报价请求书或采购订单中其他地方使用，应与“供应商”具有相同含义。	The natural or juridical person identified in the Purchase Order as the supplier of the Goods, Services and/or Software. The words “vendor”, “seller” and “successful bidder”, which may be used elsewhere in the Request for Quotation or Purchase Order shall have the same meaning as Supplier.
次级供应商 / Sub-supplier	向供应商提供货物和/或服务或其中一个或多个部分的非供应商的自然人或法人。	The natural or juridical person, other than DC, that supplies the Goods and/or Services or one or more part(s) thereof to Supplier.
工作 / Work	采购订单中与货物的安装和/或安装有关的安装和/或安装服务。	The installation and/or erection services specified in the Purchase Order with respect to the installation and/or erection of the Goods.
工作代表 / Representative	Work 供应商根据本GPC第18条指定和授权的人员。	The person appointed and authorized by Supplier in accordance with article 18 of these GPC.

2. 采购订单 / Purchase Order

2.1 协议 / Agreement	<p>采购订单构成双方之间的完整协议。采购订单中对供应商报价和/或其他通信的任何引用均不应被解释为暗示接受供应商的价格、条款、条件或供应商报价中的任何其他规定，除非该等价格、条款、条件或其他规定已被DC以书面形式明确接受，并在采购订单中予以说明。</p> <p>采购订单应由DC提交，并通过签署和返回副签的采购订单由供应商接受。如果DC在提交采购订单之日起2个工作日内未收到供应商签署的确认副本，则DC可将采购订单视为拒绝接受。供应商开始履行采购订单的任何义务将被视为供应商无条件接受采购订单。</p>	<p>The Purchase Order constitutes the entire agreement between the Parties. Any reference made in the Purchase Order to Supplier's quotation and/or other correspondence shall not be construed to imply acceptance of Supplier's prices, terms, conditions or any other stipulation in Supplier's quotation, unless such prices, terms, conditions or other stipulations are explicitly accepted by DC in writing and is stated as such in the Purchase Order.</p> <p>The Purchase Order shall be submitted by DC and accepted by Supplier by signing and returning the countersigned Purchase Order. DC may treat the Purchase Order as rejected, if it has not received the confirmation copy signed by Supplier within 2 working days following the date of submitting the Purchase Order. Starting the performance on any of the obligations of the Purchase Order by Supplier will shall be deemed as Supplier's unconditional acceptance of the Purchase Order.</p>
2.2 对应 / Correspondence	<p>采购订单表面显示的采购订单编号应显示在所有文件中，包括但不限于发票、通信、装箱单、送货单、提单和其他运单。供应商的会议记录应被视为正确并经同意，除非在会议记录发出后2个工作日内，供应商以书面形式提出正当且有充分理由的争议。</p>	<p>The Purchase Order number shown on the face of the Purchase Order shall be shown on all documentation including, but not limited to, invoices, communications, packing lists, delivery notes, Bills of Lading and other waybills. DC's minutes of meetings shall be deemed correct and agreed, unless and to the extent rightfully and well-motivated disputed by Supplier in writing within 2 working days after issuance thereof.</p>
2.3 变化 / Changes	<p>DC保留随时更改采购订单或本协议任何部分的权利。如果该等变更导致范围的增加或减少、供应商的成本或交货时间的改变，则双方应以书面形式达成公平的调整。</p> <p>DC对计算、图纸、样品或其他建议的批准并不意味着对偏差的批准，除非以书面形式明确确认该等批准。</p>	<p>DC reserves the right at any time to make changes in the Purchase Order or any part hereof. If such changes cause an increase or decrease in Scope, Supplier's cost or a change of the delivery time, then an equitable adjustment shall be agreed by the parties in writing.</p> <p>Approval by DC of calculations, drawings, samples or other proposals shall not imply approval of deviations unless explicit confirmation of such approval is given in writing.</p>



	<p>如果供应商在未进行书面调整的情况下开始执行所要求的变更，则DC可自行选择考虑将所要求的变更纳入采购订单，而不会对价格或时间表产生影响。</p> <p>对本协议条款和条件的任何偏离或修改均需获得DC的明确书面批准。</p>	<p>If Supplier starts execution of the requested change without such written adjustment being in place, DC may at its sole option consider the requested change incorporated in the Purchase Order without consequences for the price or the time schedule.</p> <p>Any deviation from or amendment to the terms and conditions hereof requires the explicit approval of DC in writing.</p>
2.4 因违约而取消或终止 / Cancellation or termination for default	<p>如果供应商不遵守采购订单的任何条款和/或要求，DC保留取消或终止全部或部分采购订单的权利，无需事先通知。在取消订单后，供应商应立即将其在采购订单项下从DC收到的所有款项退还给DC，并且DC应允许退回采购订单项下已交付的所有货物和/或服务，费用由供应商承担。</p> <p>终止后，DC在采购订单项下的义务应限于支付采购订单价格中与已交付和接受的货物和/或服务部分相对应的部分。取消或终止不影响DC就其因供应商违约而遭受的损失和损害获得赔偿的权利，以及DC有权采取的其他法律补救措施。</p>	<p>In the event of any default by Supplier to comply with any of the provisions and/or requirements of the Purchase Order, DC reserves the right to cancel or terminate all or part of the Purchase Order without any prior notice being required. Upon cancellation Supplier shall forthwith refund to DC all money received by Supplier from DC under the Purchase Order and DC shall allow, at Supplier's expense, return of all Goods and/or Services already delivered under the Purchase Order.</p> <p>Upon termination, DC's obligation under the Purchase Order shall be limited to the payment of the portion of the Purchase Order price corresponding to the delivered and accepted portion of the Goods and/or Services. Cancellation or termination will not prejudice to DC's right to compensation for the losses, damages suffered by it as a result of Supplier's default as well as other legal remedies at DC's disposal.</p>
2.5 为方便而终止或暂停 / Termination or suspension for convenience	<p>DC可随时以书面通知供应商终止采购订单或部分或全部暂停其履行。</p> <p>在接到通知后，供应商应在规定的范围内停止完成采购订单的所有活动，尽最大努力以令DC满意的条款终止、取消或分别暂停其与采购订单相关的所有现有采购订单或合同，并保存和保护手头的材料、正在进行的工作和已完成的工作，或按照DC的指示处置这些材料。</p> <p>终止或暂停后，DC和供应商应就合理的终止或暂停费用进行协商。供应商同意，任何终止或暂停费用应限于支付已交付或提供的货物和/或服务，以及截至终止或暂停之日发生的不可避免的材料和人工成本，以及因终止或暂停而产生的不可避免的成本。</p>	<p>DC may at any time by written notice to Supplier terminate the Purchase Order or suspend partly or in whole its performance.</p> <p>Upon notice Supplier shall, to the extent specified, discontinue all activities to complete the Purchase Order, make best efforts to terminate, cancel, respectively suspend all its existing purchase orders or contracts relating to the Purchase Order on terms satisfactory to DC, and preserve and protect materials on hand, work in progress and completed work, or dispose of same in accordance with DC's instructions.</p> <p>Upon termination or suspension, DC and Supplier shall negotiate reasonable termination or suspension charges. Supplier agrees that any termination or suspension charges shall be limited to the payment of the Goods and/or Services already delivered or provided and the inevitable costs of materials and labor incurred to the date of termination or suspension and the inevitable costs as a consequence of the termination or suspension.</p>
2.6 因控制权变更而终止 / Termination for change of control	<p>如果供应商的控制权发生变化，DC可立即终止采购订单，且无需向供应商提供赔偿或赔偿。</p> <p>就本条而言，“控制”系指通过合同、股份所有权或其他方式指导供应商业务的能力。</p>	<p>DC may terminate the Purchase Order with immediate effect and without compensation or indemnification of Supplier in case of a change of control of Supplier. For the purpose of this clause "control" means the ability to direct the business affairs of the Supplier whether by virtue of contract, ownership of shares or otherwise howsoever.</p>
2.7 因资不抵债而终止或取消 / Termination or cancellation for insolvency	<p>如果供应商被(即将)宣布破产、处于清算状态、停止营业、是法院命令或预防性法律解决方案的对象、其商业活动已被暂停，或如果供应商在根据采购订单交付所有货物之前，由于供应</p>	<p>In the event Supplier is (about to be) declared bankrupt, is in a state of liquidation, has ceased its business, is the subject of a court order or preventative legal scheme of settlement, its commercial activities have been suspended or if it is in any similar situation arising from a</p>



	商的国家立法和法规中存在的相同性质的程序而处于任何类似情况· DC可以选择取消采购订单·将货物所有权重新转让给供应商·并要求退还已支付给供应商的款项·或终止采购订单·在这两种情况下· DC均有权就由此造成的损失和损害获得赔偿。	procedure of the same nature existing in the national legislation and regulations of Supplier, prior to delivery of all Goods pursuant to the Purchase Order, DC may at its option (i) cancel the Purchase Order, retransfer ownership of the Goods to Supplier and claim refunding of the money already paid to Supplier or (ii) terminate the Purchase Order. In both cases DC shall be entitled to compensation for resulting loss and damage.	
2.8	在合同终止的情况下·有义务提供数据 / Obligation to deliver data in case of termination	在采购订单根据本条终止或取消的情况下·供应商应在终止之日起三十(30)天内向DC交付由供应商作为采购订单的一部分准备的所有文件·例如但不限于技术信息·图纸·规格·请购单·计算·安装计划和时间表。	In case of termination or cancellation of the Purchase Order in accordance with this article, the Supplier shall deliver to DC within thirty (30) days from the date of termination all documentation – such as but not limited to technical information, drawings, specifications, requisitions, calculations, erection plans and schedules - prepared by the Supplier as part of the Purchase Order.
3. 价格、发票和付款条件 / Price, invoicing and terms of payment			
3.1	价格 / Prices	除非另有明确说明·否则采购订单中提及的价格是固定不变的·不受任何变化或升级的影响·并根据商定的国际贸易术语解释通则包含所有税款·关税·征费和费用以及交货成本。	Unless expressly stated otherwise prices mentioned in the Purchase Order are fixed and firm, not subject to any changes or escalation and inclusive of all taxes, duties, levies and fees and the costs of delivery as per the agreed Incoterm.
3.2	发票和付款 / Invoices and payment	发票应以采购订单中规定的货币计价·付款应以该货币支付。在发票无争议的情况下·除非另有约定·付款将在收到供应商正式签署并正确的发票之日起45天内(但不迟于收到发票之日起60天)以及采购订单中要求的其他文件后通过银行转账进行。 但是·在供应商完全遵守采购订单的所有条件和义务之后·才会支付最终款项。	Invoices shall be denominated and payments shall be made in the currency specified in the Purchase Order. To the extent the invoice is not disputed, payment will be made by bank transfer within 45 days following the month of receipt of Supplier's duly signed and correct invoice – but not later than 60 days after the receipt of the invoice - and other documentation as required in the Purchase Order, unless agreed otherwise. Final payment however will not be made until Supplier has fully complied with all conditions and obligations of the Purchase Order.
3.3	提交发票 / Submitting of invoices	所有发票最迟必须在货物交付和/或服务按照采购订单提供之日起3个月内提交。	All invoices must be submitted latest within 3 months from the date that the Goods have been delivered and/or the Services have been provided in accordance with the Purchase Order.
3.4	非弃权 / Non-waiver	达涅利霍高文的付款并不意味着放弃任何权利·也不构成对采购订单项下货物和/或服务的接受。	Payments made by Danieli Corus do not imply any waiver of rights whatsoever and do not constitute acceptance of the Goods and/or Services under the Purchase Order.
3.5	预付款银行保函 / Advance Payment Bank Guarantee	如果DC必须根据采购订单向供应商支付预付款·则DC有权在支付预付款之前要求获得预付款银行保函。 保函必须是按需出具的·不可撤销的无条件保函·符合国际商会第758号出版物(URDG 758)公布的《见索即付保函统一规则》(URDG)·必须以DC接受的格式和银行出具。在货物和/或服务延迟交付的情况下·保证的有效期应由供应商延长·延长的费用应由造成延迟的一方承担。	If DC has to make an advance payment to the Supplier under the Purchase Order, DC has the right to demand an Advance Payment Bank Guarantee prior to making the advance payment. The guarantee must be an on-demand irrevocable and unconditional guarantee that is subject to the Uniform Rules for Demand Guarantees (URDG) as published in ICC Publication No. 758 (URDG 758), must be issued in a format and by a bank that is acceptable to DC. The validity of the guarantee shall be extended by the Supplier in case of delay of the delivery of the Goods and/or Services and the costs of such extension shall be borne by the Party to whom the delay is attributable.
4. 转让和分包 / Assigning and subcontracting			



未经DC书面同意，供应商不得转让采购订单的全部或部分。如果DC同意任何转让或分包，该等同意不得免除或免除供应商在采购订单项下的任何义务或职责，并应以供应商遵守所有该等责任和义务以及DC在采购订单项下的权利为前提。

Supplier shall not assign the Purchase Order, in whole or in part without DC's written consent. If DC consents to any assignment or subcontract, such consent shall not relieve Supplier of or from any of the obligations or duties under the Purchase Order and shall be subject to Supplier's compliance with all such duties and obligations and to DC's rights under the Purchase Order.

5. 责任和保险 / Liability and insurance

5.1 责任 / Liability

供应商应对DC和客户承担责任，并使DC、客户和DC的关联公司及其董事、高级管理人员、员工、代理和承包商免受DC、客户和DC的关联公司及其董事、高级管理人员、员工、代理和承包商遭受或产生的任何实际或意外损害、损失、(人身)伤害(包括死亡)、费用、成本、罚款、罚款、索赔，包括合理的律师费和诉讼费用，并赔偿DC、客户和DC的关联公司及其董事、高级管理人员、员工遭受或提起的诉讼。代理商和承包商因采购订单、订单的执行以及DC、客户和DC的关联公司和/或任何第三方使用和/或销售供应商的货物和/或服务而造成的或与之相关的损失，但该等损害、损失、(人身)伤害、费用、成本、罚款、罚款或索赔是由DC、客户和/或DC的关联公司的故意不当行为或重大过失造成的除外。

Supplier shall be liable towards DC and the Client and hold DC, the Client and DC's affiliates and their directors, officers, employees, agents and contractors, harmless from and indemnify them against any and all actual or contingent damage, loss, (personal) injury (including death), expense, cost, fine, penalty, claim, including reasonable attorney fees and litigation costs, suffered or incurred by or brought against DC, the Client and DC's affiliates and their directors, officers, employees, agents and contractors, resulting from or connected with the Purchase Order, its execution and the use and/or sale of Supplier's Goods and/or Services by DC, the Client and DC's affiliates and/or any third party, except to the extent that such damage, loss, (personal) injury, expense, cost, fine, penalty or claim is caused by DC's, the Client's and/or DC's affiliates' willful misconduct or gross negligence.

5.2 工资税和社会保险的责任 / Liability for wage tax and social insurance contributions

供应商应使DC免受第三方(如主管税务机关)因供应商和/或其分供应商未履行工资税和社会保险缴款、额外的税收评估、罚款、罚款和应付税款利息而产生的任何索赔。如DC提出要求，供应商将立即赔偿该等费用和/或损害赔偿。

Supplier shall hold DC harmless against any claims from third parties, such as competent tax authorities, due to non-compliance of the Supplier and/or its Sub-supplier(s) with its obligations resulting from wage tax and social insurance contributions not having been paid, additional tax assessments, fines, penalties and interest on tax due. Supplier will compensate DC for such costs and/or damages immediately if so requested.

5.3 责任限制 / Liability limitation

除非本GPC另有规定，任何一方均不对另一方承担任何特殊的、间接的和相应的损失或损害，包括但不限于生产或利润损失、运营中断或运营费用增加以及非实物损害。

Neither Party shall be liable towards the other for any special, indirect and consequential loss or damage, including but not limited to loss of production or profit, non-operation or increased expense of operation and non-physical damage, unless stipulated otherwise in these GPC.

5.4 保险 / Insurance

供应商应购买并维持其合理认为适当的保险单，以涵盖采购订单执行期间的风险。

The Supplier shall take out and maintain insurance policies which are to DC's reasonable opinion appropriate to cover the risks during the execution of the Purchase Order.

就货物供应而言，至少应在采购订单期间投保并维持以下保险：

- 雇主责任险；
- 一般责任险(包括公共责任和产品质量)。

对于安装服务，上述保险以及以下保险应在采购订单期间投保并维持：

For the supply of Goods at least the following insurances should be taken out and maintained for the duration of the Purchase Order:

- Employer's Liability;
- General liability (including public liability and product liability).

For installation services the above-mentioned insurances as well as the following insurances

- 汽车责任险;
- 安装施工全险。

就服务而言，至少应投保以下保险，并在采购订单有效期内维持：

- 雇主责任险；
- 一般责任险(包括公共责任)；以及
- 专业责任险。

应DC的要求，供应商应提供至少包含以下信息的有效保险凭证，并随时通知DC任何变更：

1. 保险范围摘要；
2. 每次事故的保险金额、责任限额，包括总金额；
3. 免赔额；
4. 保险有效期；
5. 保险公司名称；
6. 被保险方；
7. 领土范围。

供应商应确保所有分供应商也符合保险要求。

如果供应商在任何时候疏忽或拒绝提供本协议所要求的任何保险，或任何保险被取消，则DC有权安排该等保险。在这种情况下，采购订单中的价格应减少等于DC安排该等保险的费用。

should be taken out and maintained for the duration of the Purchase Order:

- Automobile liability;
- Erection and construction all-risk.

For Services at least the following insurances should be taken out and maintained for the duration of the Purchase Order:

- Employer's Liability;
- General liability (including public liability); and
- Professional indemnity.

At the request of DC, Supplier will provide valid insurance certificates with at least the following information and keep DC informed of any changes:

1. Summary of scope of cover;
2. Insured sum(s), limit(s) of liability for any one event and including aggregate(s);
3. Deductibles;
4. Validity period of insurance;
5. Name of insurer(s);
6. Insured parties;
7. Territorial limits.

Supplier shall procure, that all Sub-suppliers will also meet the insurance requirements.

Should Supplier at any time neglect or refuse to provide any insurance required herein, or should any insurance be cancelled, DC shall have the right to arrange such insurance. In such case, the price in the Purchase Order shall be reduced by an amount equal to the costs to DC to arrange such insurance.

6. 信息、保密和知识产权 / Information, confidentiality and intellectual property

6.1 信息 / Information

供应商应被视为已仔细审查了DC提供给其的所有文件，并对可能影响货物供应和/或服务履行的所有条件、风险、突发事件和其他情况完全满意。如果供应商未能确保充分了解与采购订单有关的所有情况，则不允许增加采购订单价格。

The Supplier will be deemed to have carefully examined all documents provided to it by DC and fully satisfied itself regarding all the conditions, risks, contingencies and other circumstances which might affect the supply of the Goods and/or the performance of the Services. No increase in the Purchase Order price will be allowed for the Supplier's failure to ensure that it is fully informed regarding all the circumstances relating to the Purchase Order.

6.2 保密 / Confidentiality

DC以任何形式或方式向供应商提交的所有信息(包括但不限于文件、图纸、报告和规格)均仅为执行采购订单而提交，未经DC事先书面同意，不得向任何其他方披露，并且仅受至少与供应商所受保密义务同等严格的保密限制。供应商承诺确保该第三方也仅将信息用于采购订单中规定的目的。供应商应对DC因未能遵守这些规定而遭受的任何损失承担责任。本款规定在采购订单期满或终止后继续有效。

All information – including but not limited to documentation, drawings, reports and specifications - submitted by DC to Supplier in any form or manner, is submitted solely for the execution of the Purchase Order and may not be disclosed to any other party, without the prior written consent of DC, and then only subject to a confidentiality restriction that is at least as stringent as the confidentiality obligations to which the Supplier is bound. Supplier undertakes to ensure that such third party also uses information solely for the purpose as stipulated in the Purchase Order. Supplier shall be liable for any loss suffered by DC as a consequence of failure to observe these provisions. The provisions of this paragraph



6.3 宣传 / Publicity

采购订单未向供应商授予任何明示或暗示的许可。未经DC明确书面同意，供应商不得向他人宣传、推销或以其他方式披露与采购订单制作有关的任何信息，也不得使用DC或任何DC关联公司的名称、商标。

6.4 知识产权 / Intellectual property rights

除非事先获得DC的书面同意，供应商无权使用或引用DC或其任何关联公司的任何商标、商号、专利、设计、版权或其他知识产权。供应商或其分供应商在采购订单项下为DC利益而产生和/或开发的与货物和/或服务有关的所有知识产权和专有技术将由DC独家拥有，并应(且在此)全部无偿转让给DC。供应商应确保同样的义务适用于其每个分供应商。供应商还应对因使用本采购订单所涵盖的商品、服务和专有技术而导致的与专利或专利权的侵权或涉嫌侵权有关的任何索赔、要求、损失、损害、责任、成本或费用(包括合理的律师费和法律费用)进行抗辩、赔偿并使DC、DC的任何关联公司和客户免受损害。如果使用任何这样的货物、服务或专有技术是构成侵犯任何专利或专利权和任何顺序(初步还是最后一个)等限制在任何诉讼或程序中使用输入,供应商应当作为DC可能直接,但是在唯一的供应商,采购等直流通有权继续使用商品、服务或专有技术,取代相同的非侵权货物,服务或技术在功能或等效的目的,或者,在包含该等货物的任何设备的情况下,在不削弱其功能的情况下对该等设备进行修改,以使该等设备不构成侵权。

survive the expiration or termination of the Purchase Order.

No license, express or implied, is granted to Supplier by the Purchase Order. Supplier shall not advertise, market or otherwise disclose to others any information relating to the making of the Purchase Order, nor use the name, trademarks of DC or any DC affiliate without DC's explicit consent in writing.

Supplier is not entitled to make use of or refer to any trademark, trade name, patent, design, copyright, or other intellectual property right of DC or any of its affiliates, unless prior written consent of DC has been obtained. All intellectual property rights and know-how relating to Goods and/or Services generated and/or developed by Supplier or its Sub-supplier under the Purchase Order for the benefit of DC will be exclusively owned by DC and shall be, and hereby is, fully assigned and transferred at no costs to DC. Supplier shall procure that the same obligations will apply to each of its Sub-suppliers.

7. 不可抗力 / Force Majeure

任何一方均不对另一方履行采购订单的任何条款或条件承担责任，如果该等条款或条件的履行因超出有关方合理控制范围的事件而被延迟、干扰或阻止，且该等事件并非由其承担风险或合理可预见，但前提是供应商尚未违约采购订单项下的延迟义务。干扰或阻止，但前提是该情况属于DC与客户之间的合同中所确认的不可抗力。仅仅是延迟向供应商或分供应商提供材料、劳动力或公用设施的事实不应被视为不可抗力。

如果发生不可抗力，由于不可抗力而无法履行其在采购订单项下的义务的一方应在不可抗力发生后立即正式通知另一方，不得无故拖延。此外，声称不可抗力的一方应尽一切合理努

Neither Party shall be liable towards the other Party for any failure to fulfil any term or condition of the Purchase Order, if fulfilment thereof has been delayed, interfered with or prevented by any event beyond the reasonable control of the Party concerned, which is not for its risk or reasonably foreseeable, provided that Supplier is not already in default of those obligations under the Purchase Order, which are being delayed, interfered with or prevented and provided that the circumstance or circumstances is one of Force Majeure recognized as such in the contract between DC and the Client. The mere fact of late supply of materials, labor or utilities to Supplier or Sub-suppliers shall not be deemed Force Majeure. In the event of a Force Majeure occurrence, the Party that is prevented from performing its obligation(s) under the Purchase Order due to the Force Majeure shall formally notify the other Party without undue delay from the occurrence of the Force Majeure. Furthermore, the Party



力·立即补救发生不可抗力后果。在合理可能的范围内·该等细节应包括不可抗力发生的预计持续时间、预计延迟时间、对该方在采购订单项下约定的里程碑和其他义务的预计影响(如有)。

that claims Force Majeure shall use all reasonable endeavors to remedy the consequences of the Force Majeure occurrence without delay. Such particulars shall include, to the extent reasonably possible, the estimated duration of the Force Majeure occurrence, estimated time to be delayed, estimated impact (if any) on the agreed milestones and other obligations of such party under the Purchase Order.

8. 交付 / Delivery

8.1 条件 / Conditions

交货应按照国际商会的《国际贸易术语解释通则2020》进行。除非另有明确约定·国际贸易术语解释通则应在采购订单中指定的地点进行DDP。

Delivery shall take place in accordance with the International Chamber of Commerce's Incoterms 2020 in force at the date of the Purchase Order. Unless explicitly agreed otherwise, the Incoterm shall be DDP at the place indicated in the Purchase Order.

8.2 交货时间 / Delivery time

采购订单中规定的交货时间至关重要。除非根据GPC第2.3条或第7条另有解释·否则供应商未能或合理预期供应商未能按采购订单规定的日期交付货物·将构成对采购订单的重大违约。

The delivery time(s) stipulated in the Purchase Order is/are of the essence. Any failure by Supplier, or reasonably expected failure by Supplier, to make delivery by the date(s) specified in the Purchase Order, shall constitute a substantial breach of the Purchase Order, unless otherwise excused pursuant to articles 2.3 or 7 of the GPC.

如果供应商未能如期交付·则DC有权在不影响其其他(合同)权利的前提下·由供应商承担责任并承担风险·采取其认为必要的措施·限制或防止延迟·预期延迟或损害。

In case of Supplier's failure to meet with the delivery date, DC shall be entitled, without prejudice to its other (contractual) rights, for the account and risk of Supplier, to take such measures as it deems necessary to limit or prevent the delay, expected delay or damages.

8.3 预见的延迟 / Foreseen delay

在不影响供应商在规定时间内和地点交付货物和/或提供服务的义务的前提下·供应商应在预见到任何延迟时立即书面通知DC。在这种情况下·供应商应立即提交其建议·详细说明其应自行采取的措施·以恢复延迟·以维持商定的交货时间。如果供应商未能采取上述措施或DC未批准该等措施·则DC有权要求供应商立即实施DC认为必要的措施·费用由供应商承担。

Without prejudice to Supplier's obligations to deliver the Goods and/or to provide the Services at the specified time and place, Supplier shall immediately notify DC in writing at the moment any delay is foreseen. Supplier shall in such case immediately submit its proposal detailing the measures Supplier shall take for its own account to recover the delay in order to maintain the agreed delivery time. Should Supplier fail to take foresaid measures or should DC not approve the measures, DC reserves the right to require Supplier to forthwith implement, for Supplier's account, the measures DC deems necessary.

9. 加急和装运 / Expediting and shipment

9.1 加快 / Expediting

供应商应在自己的组织内以及与分供应商加快货物的制造和交付。DC保留加速货物的制造和交付以及随时进入供应商及其分供应场所的权利。为了DC的利益·供应商应向其分供应商规定相同的权利。除非供应商有DC正式签署的检验收单或DC书面放弃检验·否则供应商不得进行包装或装运。供应商应安排DC或其代表进入供应商或分供应的场所进行加速检查。

Supplier shall expedite manufacturing and delivery of the Goods within its own organization and with its Sub-suppliers. DC reserves the right to expedite manufacturing and delivery of the Goods and to enter the premises of Supplier and its Sub-suppliers at any time. For the benefit of DC, Supplier shall stipulate the same rights from its Sub-suppliers. Supplier may not pack or ship unless the Supplier has an Inspection Acceptance Note duly signed by DC or inspection is waived in writing by DC. Access by DC, or its representative, to Supplier's or Sub-supplier's premises for the purpose of expediting and inspection shall be arranged by Supplier.

9.2 包装 / Packaging

供应商应自费提供运输、处理和储存货物和/或服务所需的适当包装(除非特定行业通常将货物和/或服务拆开包装发送)。包装应作适当标记·以确保运输无损坏。

Supplier shall provide at its own expense adequate packaging (unless it is usual for the particular trade to send the Goods and/or the Services unpacked), which is required for the transportation, handling and storage of the Goods and/or the Services. The packaging



9.3 许可证和许可 / Licenses and permits	<p>供应商应及时获得装运国、原产国、过境国和目的地国为履行采购订单所需的任何及所有许可证和许可。供应商应遵守与执行采购订单有关的任何指定的所有法律规定。</p> <p>如果货物、服务和/或软件受出口管制法律或法规的约束，供应商应向订约公司提供可能与订约公司相关的与货物、服务和/或软件有关的所有具体文件和信息，以便向主管部门申请出口或再出口许可证或许可。</p>	<p>shall be marked appropriately in order to ensure a damage-free transport.</p> <p>Supplier shall timely obtain any and all licenses and permits, which are required in the country of shipment, of origin, of transit and of destination to perform the Purchase Order. Supplier shall comply with all legal regulations of any designation whatsoever which have to be fulfilled in connection with the execution of the Purchase Order.</p> <p>If the Goods, Services and/or Software are subject to export control legislation or -regulations, Supplier shall provide DC with all specific documents and information relating to the Goods, Services and/or Software that may be relevant for DC in order to apply for export or re-export licenses or permits from the competent authorities.</p> <p>If a visit as mentioned in article 9.1 or article 17 of these GPC is held at Supplier's premises, the Supplier is – prior to accessing Supplier's premises – obliged to inform DC about the safety instructions and -regulations that apply to the premises of the Supplier. Furthermore, the Supplier is obliged to make proper personal protective equipment available to DC.</p>
9.4 安全说明和法规 / Safety instructions and regulations	<p>如果按照本GPC第9.1条或第17条的规定在供应商经营场所进行访问，则在访问供应商经营场所之前，供应商有义务告知DC适用于供应商经营场所的安全指示和法规。此外，供应商有义务向DC提供适当的个人防护装备。</p>	<p>If a visit as mentioned in article 9.1 or article 17 of these GPC is held at Supplier's premises, the Supplier is – prior to accessing Supplier's premises – obliged to inform DC about the safety instructions and -regulations that apply to the premises of the Supplier. Furthermore, the Supplier is obliged to make proper personal protective equipment available to DC.</p>
10. 合规 / Compliance		
10.1 符合采购订单 / Conformity with the Purchase Order	<p>供应商保证货物、服务和/或软件符合采购订单中的要求。此外，供应商应采购并出示证据，证明货物、服务和/或软件已按照采购订单在约定的时间和地点、按约定的数量和/或数量、以适当的包装交付。</p> <p>DC因供应商未能遵守本规定而产生的任何损害赔偿和/或成本和开支应由供应商承担。</p>	<p>Supplier warrants that the Goods, Services and/or Software shall be in conformity with (the requirements in) the Purchase Order. Furthermore, Supplier shall procure and produce evidence that the Goods, Services and/or Software are delivered at the agreed time and place, in the agreed volumes and/or quantities, in appropriate packaging, in accordance with the Purchase Order.</p> <p>Any damages and/or costs and expenses incurred by DC related to Supplier's failure to comply with this provision shall be for the Supplier's account.</p>
10.2 遵守法律、要求和法规 / Compliance with laws, requirements and regulations	<p>供应商保证货物、服务和/或软件符合所有适用的法律、法定国家和/或国际要求和(技术)法规，包括但不限于安全、健康和环境法规。上述条款还包括，供应商不得直接或间接地从第三方或其已知或应该知道该第三方和/或司法管辖区直接和/或间接受到欧盟、荷兰、中华人民共和国、英国、美国和/或美国的任何禁运或制裁的第三方或司法管辖区采购(部分)货物、服务和/或软件。美利坚合众国(一级和二级制裁)和/或联合国。</p> <p>DC因供应商未能遵守本规定而产生的任何损害赔偿和/或费用和开支应由供应商承担。</p>	<p>Supplier warrants that the Goods, Services and/or Software shall comply with all applicable legislation, statutory national and/or international requirements and (technical) regulations including but not limited to safety, health and environmental regulations. The aforementioned also includes that Supplier shall not, directly or indirectly, source (parts of the) Goods, Services and/or Software (that originate) from a third party or a jurisdiction of which Supplier knows or is supposed to know that this third party and/or jurisdiction is, directly and/or indirectly, subject to any embargo or sanction by the European Union, the Netherlands, the People's Republic of China, United Kingdom, United States of America (both primary and secondary sanctions) and/or United Nations.</p> <p>Any damages and/or costs and expenses incurred by DC related to Supplier's failure to comply with this provision shall be for the Supplier's account.</p>
10.3 不歧视 / Non-discrimination	<p>供应商不得因种族、肤色、宗教、残疾、性别、国籍、年龄、身体或精神残疾或任何其他非法标准歧视任何员工或求职者，并应遵守所</p>	<p>Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, national origin, age, physical or mental disability or any other unlawful criterion, and it shall comply with</p>



10.4 道德 / Ethics

有适用的反歧视法律，以及根据这些法律颁布或实施的所有适用规则、法规和命令。

各方应遵守达涅利集团道德准则 (<https://www.danieli-corus.com/assets/policy.pdf>)和达涅利集团道德准则(https://www.danieli-corus.com/assets/dc-supplier-code-of-conduct_2023.pdf)的规定。

尽管有上述规定，各方在此相互保证，他们在任何时候都应避免不道德的行为。不道德行为包括但不限于：

1. 在整个供应链中不遵守国际劳工组织的八项基本公约(如强迫或强制劳动、体罚、性骚扰或言语骚扰、歧视、雇用儿童、基于性别的不平等待遇、支付低于最低工资标准的工资和超过适用法律规定的最长工作时间)；
2. 在利益冲突的情况下进行商业往来；
3. 贿赂和腐败(如达涅利集团反腐败政策 <https://www.danieli-corus.com/assets/anticorruption-policy-dan-group.pdf>所述)；和
4. 提供礼品(如但不限于参加娱乐活动的入场券、捐赠、礼品、(回扣)付款、报酬、服务或类似礼品)，这些礼品是或可能意在或被认为是为了在开展业务时获得好处。

all applicable laws against discrimination and all applicable rules, regulations and orders issued thereunder or in implementation thereof.

Parties shall comply with the provisions of the Danieli Group Code of Ethics (<https://www.danieli-corus.com/assets/policy.pdf>) and the Danieli Group Code of Conduct for suppliers (https://www.danieli-corus.com/assets/dc-supplier-code-of-conduct_2023.pdf).

Notwithstanding the aforementioned, Parties hereby warrant to each other that they shall refrain from unethical behavior at all times. Unethical behavior includes but is not limited to:

1. Non-compliance with the eight fundamental Conventions of the International Labour Organization throughout the supply chain (such as forced or compulsory labor, corporal punishment, sexual or verbal harassment, discrimination, employing children, unequal treatment for grounds of gender, payment below minimum wages and working hours that exceed the maximum under the applicable laws);
2. Business dealings in case of a conflict of interest;
3. Bribery and corruption (as also set forth in the Danieli Group Anti-Corruption Policy, <https://www.danieli-corus.com/assets/anticorruption-policy-dan-group.pdf>); and
4. Making of gifts (such as but not limited to admissions to recreational events, donations, gifts, (kickback) payments, remunerations, services or comparable gifts) that are or may be intended or perceived to obtain favors for the conduct of business.

11. 有害物质 / Hazardous materials

供应商不得向DC或其客户携带或交付任何有毒、危险或其他受管制的物质或材料，除非是履行采购订单所必需的，并且供应商只有在满足以下条件时才能这样做：

1. 遵守所有适用的(法律和技术)要求；
2. 向DC及其员工提供所有适当的警告和通知；和
3. 向DC提供所有必要的信息，以便DC遵守该等物质或材料的存在(单独或与其他物质或材料一起)对DC或其客户施加的任何义务。

Supplier shall not bring or deliver any toxic, hazardous or otherwise regulated substances or materials to DC or its Client, except to the extent necessary to perform the Purchase Order and then Supplier may do so only to the extent that Supplier:

1. Complies with all applicable (legal and technical) requirements;
2. Provides all appropriate warnings and notifications to DC and its employees; and
3. Provides DC with all information necessary for DC to comply with any obligations that the existence of such substances or materials (alone or together with other substances or materials) imposes upon DC or its Client.

12. 处罚 / Penalties

12.1 处罚 / Penalties

除非在采购订单中另有明确规定，且在不影响达涅利霍高文就其遭受的任何损害要求赔偿的权利的情况下，对于超过货物和/或服务交付期限的每个日历周，供应商应立即支付相当于采

Unless explicitly stated otherwise in the Purchase Order and without prejudice to Danieli Corus' right to claim compensation for any damage it sustains, for each calendar week by which the term for delivery of the Goods



		购订单金额1%的罚款，且无需任何违约通知，除非延迟的原因不能归因于供应商。	and/or the Services is exceeded Supplier will owe an immediately due penalty, without any notice of default being required, equal to 1% of the amount of the Purchase Order, unless the cause of the delay is not attributable to the Supplier.
12.2	罚金的支付 / Payment of penalties	根据订购公司的选择，供应商根据采购订单应支付的罚金可全部或部分由订购公司从应支付给供应商的任何剩余款项中抵销，和/或由供应商开具的信用证支付。	At DC's choice, the payment of penalties by the Supplier due under the Purchase Order may, in whole or in part, be (i) set off by DC against any sum remaining to be paid to the Supplier and/or (ii) paid against a credit note issued by the Supplier.
12.3	无豁免 / Non-waiver	支付罚款不得免除供应商在采购订单项下具体履行其义务，包括交付延迟交货的货物或提供服务的义务。	Payment of penalties shall not release the Supplier from the specific performance of its obligations under the Purchase Order including the obligation to deliver the delayed Goods or provide the Services.
13.	数据保护 / Data Protection		
		供应商应在执行采购订单时遵守现行适用的数据保护法规，并提供一切协助和信息，使供应商能够履行该等数据保护法规中规定的义务。	The Supplier will comply with the applicable data protection legislation in force in the execution of the Purchase Order and shall provide all assistance and information to enable DC to comply with its obligations set forth in such data protection legislation.
14.	杂项 / Miscellaneous		
14.1	可分割性 / Severability	如果本合同或采购订单的某一条款因任何原因失效或无效，其余条款不受影响。双方同意以有效有效的安排取代无效或无效的条款，该安排应尽可能接近无效或无效条款所拟达到的目的和财务效果。	If a provision hereof or of the Purchase Order should be or become ineffective or invalid for whatever reason, the remaining provisions will not be affected thereby. The Parties agree to replace the ineffective or invalid provision by an effective and valid arrangement, which achieves as closely as possible the purpose and the financial effects intended by the ineffective or invalid provision.
14.2	权利期满 / Expiration of rights	除非法律另有规定且不存在合同豁免或限制的可能性，供应商在本采购订单项下可能提起的任何法律诉讼或其他诉讼，必须在诉讼因产生之日起不迟于一(1)年内提起。	Unless otherwise provided by law without the possibility of contractual waiver or limitation, any legal or other action that Supplier might have under this Purchase Order must be commenced no later than one (1) year from the date on which the cause of action arose.
14.3	语言 / Language	采购订单项下的所有文件和通信均应使用英语。	All documents and correspondence under the Purchase Order shall be in the English language.
		若GPC的中文与英文表述有任何歧义，以英文版本为准。	In case of inconsistency between the Chinese and English wording of the GPC, the English version thereof will prevail.
14.4	无豁免 / Non-waiver	任何一方未能要求另一方严格履行本协议项下的任何义务，不得以任何方式影响其此后强制执行任何义务的权利，任何一方放弃任何违约行为也不应被视为放弃先前或以后的任何违约行为。除非有明确的、不可撤销的、书面的弃权，否则任何弃权均不具有任何效力。	Failure by either Party to require strict performance by the other Party of any obligation hereunder shall in no way affect its right thereafter to enforce any obligation, nor shall a waiver by either Party of any breach be held to be a waiver of any previous or later breach. No waiver will have any effect unless specific, irrevocable and in writing.
15.	适用法律和争议 / Governing laws and disputes		
15.1	适用法律 / Governing law	本采购订单受中华人民共和国法律管辖并按其解释，不适用其冲突法原则。1980年4月11日在维也纳缔结的《联合国国际产品销售合同公约》不适用于采购订单。	The Purchase Order shall be governed by and interpreted in accordance with the laws of the People's Republic of China without recourse to its conflict of laws principles. The United Nations Convention, concluded at Vienna on 11th of April 1980, on contracts for the International Sale of Products shall not be applicable to the Purchase Order.



- | | | |
|-----------------------|---|---|
| 15.2 纠纷 / Disputes | 因本采购订单引起的、与本采购订单有关的或与之相关的所有争议，均应提交中华人民共和国上海市人民法院独家管辖。 | All disputes arising out of, in connection with or relating to the Purchase Order shall be submitted to the exclusive jurisdiction of the People's Court of Shanghai, People's Republic of China. |
| 15.3 执行 / Performance | 在争议发生之前，任何一方不得免除履行其在本协议项下的任何义务，但受争议直接影响的义务除外。 | Pending a dispute neither Party shall be excused from performing any of its obligations under this Agreement, except for obligations directly affected by the dispute. |



第二章 商品供给 / Chapter 2. Supply of goods

16. 货物 / Goods

16.1 规范 / Specifications

供应商保证货物将是全新的，工艺和材料均应符合行业的良好销售质量，不存在任何缺陷，不存在任何留置权和产权负担，并将在各方面严格遵守适用于其的所有规格，并应适合其指定目的和采购订单的要求。供应商保证，供应商根据DC提供的设计或规格制造或制造的货物应完全并严格符合上述设计或规格。供应商保证，就供应商能够或应该知道的目的而言，该货物将适用于并继续适用于供应商或客户想要使用该货物的目的。规格书中可能要求但未在图纸上显示，或图纸上显示但未在规格书中要求的任何事项，其效果应与两者中要求并显示的相同。除本合同另有明确规定外，图纸与规格有明显冲突的，以规格为准。如果供应商发现构成采购订单一部分的规格、图纸或其他文件中有任何含糊不清或不符之处，则供应商应立即将该事项以书面形式提交给DC，由其确定并遵守。

Supplier guarantees that the Goods will be new, and both the workmanship and materials shall be of good merchantable quality for the industry, free from any and all defects, free of all liens and encumbrances and will in all respects strictly comply with all specifications applicable thereto and shall be suitable for their specified purpose and requisitions of the Purchase Order. Supplier warrants that Goods manufactured or fabricated by Supplier pursuant to a design or specification furnished by DC shall be in complete and strict compliance with said design or specification. Supplier warrants that the Goods will be and remain suitable for the purpose for which DC or Client wants to use it, as far as this purpose can be or should have been known to Supplier. Anything that may be called for in specifications and not shown on drawings or shown on drawings and not called for in specifications, shall be of like effect as if called for and shown in both. Except as otherwise expressly provided for herein, in case of express conflict between drawings and specifications, specifications shall prevail. In the event Supplier discovers any ambiguities or discrepancies in specifications, drawings or other documents forming a part of the Purchase Order, Supplier shall immediately submit the matter to DC in writing for its determination and shall comply therewith.

16.2 完整性 / Completeness

采购订单中未明确规定，但为货物的正确、安全、有效使用、操作、建造或维护以及为履行供应商的保证所必需的物品或货物部件均包含在采购订单中，且应由供应商提供和/或执行，不向DC收取额外费用，除非采购订单中另有规定。

Items or parts of Goods not specified in the Purchase Order but necessary for the proper, safe and efficient use, operation, construction or maintenance of the Goods and for the fulfillment of Supplier's guarantees are deemed to be included in the Purchase Order and shall be supplied and/or executed by Supplier at no extra cost to DC unless otherwise specified in the Purchase Order.

16.3 合格标记 / Conformity markings

供应商应确保货物具有DC或客户将使用或指示DC使用货物的国家/地区的强制性合格标志，例如但不限于CE标志(欧洲经济区)、EAC标志(欧亚关税同盟)、FCC标志(美利坚合众国)和/或ISI标志(印度共和国)。

Supplier shall ensure that the Goods have the mandatory conformity marking(s) for the country or countries where the Goods will be used by DC or Client or are indicated to be used by DC, such as but not limited to CE-marking (European Economic Area), EAC-marking (Eurasian Customs Union), FCC-marking (United States of America) and/or ISI-marking (Republic of India).

16.4 等价物 / Equivalent

如果采购订单中使用“或同等”一词，供应商应要求DC事先书面批准供应商拟供应的任何货物的“同等”。在提交请求的同时，供应商应提交所有信息，以证明拟议的货物“等价物”至少具有相同或可比较的规格。

In case the expression 'or equivalent' is used in a Purchase Order, Supplier shall require prior written approval of DC for any 'equivalent' of Goods Supplier intends to supply. Simultaneously with filing the request, Supplier shall submit all information that demonstrates that the proposed 'equivalent' of the Goods has at least the same or comparable specifications.

16.5 标题 / Title

供应商明确保证其根据采购订单提供的货物具有有效和可销售的所有权。供应商进一步保证，DC或其客户对货物的供应以及对其的简单使用、销售或应用不会导致或导致对任何专

Supplier expressly warrants that it has good and marketable title to Goods supplied under the Purchase Order. Supplier further warrants that the supply of the Goods and the simple use, sale or application thereof by DC or its Client will not result in or give rise to any infringement or misappropriation of any patent,



- 利、版权、商标、设计、商业秘密、专有数据或许可的任何侵权或盗用。
- 16.6 所有权和风险的转移 / Transfer of ownership and risk
 采购订单项下提供的货物的所有权应在完成付款或交付时在采购订单中规定的时间或在DC以书面形式指定的时间转移给DC。在货物已按第8条规定交付并由DC接受之前，不得向DC提交
- 16.7 竞业禁止 / Non-competition
 除非DC以书面形式提出要求，否则未经DC明确书面许可，供应商、其附属公司和子公司不得直接或间接地与客户就货物(备件)的供应建立任何性质的合同关系。
 如果供应商从客户或其代表处收到此类(备件)供应请求，则供应商应立即将该请求转发至 spares@danieli-corus.com，并通知客户该请求已转发给DC。任何违反本条款的行为，将导致供应商在不另行通知的情况下，向DC处以100,000欧元(如:十万欧元)或在违约时的等值人民币罚款，但不影响DC就其遭受的任何损害要求赔偿的权利。
 本款规定在采购订单期满或终止后继续有效。
- copyright, trademark, design, trade secret, proprietary data or license.
- The ownership of Goods supplied under the Purchase Order shall pass to DC at the earlier of complete payment or delivery either (i) at the point as stated in the Purchase Order or (ii) at the point indicated by DC in writing. The risk of the Goods shall not pass to DC until the Goods have been delivered in accordance with article 8 and are accepted by DC.
- Without the explicit permission of DC in writing, the Supplier, its affiliates and subsidiaries may not directly or indirectly enter into any contractual relation of whatever nature with the Client for the supply of (spare) parts for the Goods, unless such request is made in writing by DC.
- If such a request for (spare) parts is received by the Supplier from the Client or its representatives, the Supplier will forward this request immediately to spares@danieli-corus.com and inform the Client that the request is forwarded to DC. Any breach of this clause results in the Supplier – without further notification – forfeiting to DC a penalty in the amount of EUR 100,000 (say: one-hundred thousand euro) or the equivalent thereof at the moment of committing the breach in Chinese yuan per case, without prejudice to DC' right to claim compensation for any damage it sustains. The provisions of this paragraph survive the expiration or termination of the Purchase Order.
17. 质量和保证 / Quality and warranty
- 17.1 检验和测试 / Inspection and testing
1. 供应商应在货物的生产过程中仔细和持续地控制和测试材料的质量和制造操作，以确保货物符合采购订单的要求。
 2. 供应商应确保DC、其客户或其指定人有机会在制造、施工或组装期间或之后的任何时间检查货物，并检查采购订单下的工作进度，无论是在供应商的工作场所，还是在其分供应商的工作场所，或货物可能在的其他地方或工作进行的地方。供应商应向DC的检验员提供已校准状态的测量设备，以便以足够的精度进行检验。由于供应商责任范围内的原因，DC进行额外或延长检验或复验的费用应由供应商承担。这些费用应包括工作和旅行期间的工资费用，以及食宿费用。
 3. DC有权自费参加供应商将进行的任何及所有类型的测试。为了允许DC参加对任何材料的测试或在约定的等待点和见证点进行检验，供应商应在预计的测试日期或检查准备日期前至少5(5)个工作日通知DC。供应商应明确指出哪些部件或设备
1. Supplier shall carefully and continuously control and test the quality of the materials and the manufacturing operations during the production of the Goods, in order to assure that the Goods will comply with the requirements of the Purchase Order.
 2. Supplier shall ensure that DC, its Client or its nominee has the opportunity to inspect the Goods at any time during or after the manufacture, construction or assembly and to check the progress of the work under the Purchase Order, either at Supplier's works or at the works of its Sub-supplier(s) or wherever else the Goods may be or the work is carried out. Supplier shall make available to DC's inspector the measurement equipment in calibrated condition required to perform the inspection with sufficient accuracy. Cost for additional or prolonged inspection or re-inspection by DC for reasons within Supplier's responsibility shall be for Supplier's account. These costs shall include costs for salaries during working and traveling hours, as well as costs for boarding and lodging.
 3. DC has the right to attend, at his costs, any and all kinds of tests that the Supplier will make. In order to allow DC to attend tests on any materials or carry out inspection at agreed hold- and witness points, Supplier shall inform DC at least 5 (five) working days in advance of the



已准备好进行测试和/或检查。与测试、编写报告和提供证书有关的任何费用应由供应商承担。证书应由有资质的机构出具。检查和测试的任何费用，包括但不限于机械、化学、流体静力、X射线、超声波和实验室测试，以及第三方检查员的任何个人费用，包括但不限于差旅费、生活费和工资，均由供应商承担，除非采购订单中另有规定。除上述规定外，DC有权要求进行额外的检测。如果测试结果显示货物不符合采购订单的要求，则额外测试的所有费用应由供应商承担。

4. DC保留委托第三方进行检验的权利。
5. 如果检查期间的工作条件不安全，DC保留在必要时中断检查的权利。
6. 履行或不履行任何检验或检查，或DC知道有任何不符合或缺陷，均不免除或影响供应商在采购订单项下的任何义务或责任，也不以任何方式损害DC在任何时候拒绝不符合或有缺陷货物的权利，也不构成DC接受货物。

foreseen date of testing or readiness for inspection. Supplier shall clearly indicate which parts or items of equipment are ready for testing and/or inspection. Any expense related to the tests, the compilation of the reports and the supply of certificates shall be for Supplier's account. Certificates shall be issued by qualified institutes. Any cost for inspections and tests, including but not limited to mechanical, chemical, hydrostatic, X-ray, ultrasonic and laboratory tests, as well as any personal expenses for third party inspectors, including but not limited to cost for travel, living and salaries, are for Supplier's account, unless otherwise specified in the Purchase Order. In addition to the above, DC has the right to ask for additional testing. If Goods appear as a result of testing not to be in compliance with the requirements of the Purchase Order all costs for additional testing shall be for Supplier's account.

4. DC reserves the right to entrust the inspection to third parties.
5. DC reserves the right to interrupt the inspection as long as necessary if the (working) conditions during the inspection are unsafe.
6. Performance or non-performance of any inspection or check or DC's knowledge of any non-conformity or defects does not relieve Supplier of any obligation or liability under the Purchase Order or affect these, nor shall it in any way impair DC's right to reject at any time nonconforming or defective Goods, nor shall it constitute acceptance by DC of the Goods.

Supplier warrants the proper functioning of the Goods and shall repair or replace any Good that will not proper function or becomes defective within a period of 24 months from the date of first operational use or 36 months from the date of delivery, whichever date is later. During the warranty period Supplier shall, upon notification by DC, repair for its own account and risk all existing or subsequently occurring defects of the Goods, to DC's satisfaction immediately upon receipt of the notification or at a point in time mutually agreed by the Parties. In case a repair or replacement work permits no delay and/or it is unreasonable or impractical to have the work executed by Supplier, DC is entitled to execute or have the work executed on behalf of Supplier and for Supplier's account, no prior notification being required. The above-mentioned warranties and remedies shall not apply in case of normal wear and tear.

Repaired or replaced parts will be warranted for another period of 24 months from the repair or replacement date. The warranty period of the Goods shall be extended by any period(s) equal to the period(s) during which the Goods have been out of operation or their operational use

17.2 保修 / Warranty

供应商保证货物正常运行，并应在首次使用之日起24个月内或交货之日起36个月内(以较晚的日期为准)修理或更换任何不能正常运行或出现缺陷的货物。在保修期内，供应商应在收到DC通知后立即或在双方共同同意的时间点，自费修复货物的所有现有或随后发生的缺陷，并承担风险，使DC满意。如果维修或更换工作不允许延迟和/或由供应商执行该工作是不合理或不切实际的，则DC有权代表供应商执行或由其执行该工作，且由供应商承担，无需事先通知。上述保证和救济不适用于正常磨损的情况。

17.3 修理后的保修期 / Warranty period after repair

修理或更换后的零件将从修理或更换之日起再保修24个月。货物的保修期应延长与货物因本保修期所适用的缺陷而停止使用或延迟使用的时间相等的时间。



17.4 不履行义务 / Failure of compliance with obligations

如果供应商未能遵守其在本保证项下规定的义务，在正式通知供应商后，DC有权自行进行维修或更换工作，或由其客户或第三方承担，但不影响供应商在保证项下的义务。

has been delayed as a result of a defect to which this warranty applies.

If Supplier fails to comply with its obligations set forth under this warranty, DC is, upon formal notification to Supplier, entitled to carry out the repair or replacement work itself or to have it carried out by its Client or a third party for Supplier's account, without prejudice to Supplier's obligations under the warranty.



第三章 安装服务 / Chapter 3. Installation services

18. 工作代表 / Work Representative

在工作开始之前，供应商应以书面形式提名一名工作代表，该代表有权代表供应商处理与工作有关的一切事宜。工作代表应随时待命，根据采购订单履行供应商的职责。
供应商无权更换其工作代表，除非事先以书面形式通知DC并征得其同意。

Prior to the start of the Work, Supplier shall nominate, in writing, a Work Representative who shall have authority to act for and on behalf of the Supplier in all matters concerning the Work. The Work Representative shall be readily available at all reasonable times to exercise the responsibilities of Supplier in accordance with the Purchase Order.
Supplier is not entitled to replace its Work Representative, unless DC has been notified well in advance in writing and has given its consent for doing so.

19. DC的义务 / Obligations of DC

- DC应向供应商、其人员及其分供应商提供网站，供其履行工作之用。
- DC应获取并维护DC开展本工程所需的许可和授权。
- 供应商应按照采购订单规定的时间和地点，在采购订单规定的时间和地点，或在未规定时间的情况下，在不妨碍供应商活动的时间内，以适当的方式为其范围内的服务提供工作。除非另有约定，否则这些服务应免费提供。

- DC shall make the Site available to Supplier, its personnel and its Sub-suppliers for the performance of the Work.
- DC shall obtain and maintain DC's permits and authorizations necessary for the performance of the Work.
- DC shall provide for the performance of the Work in a due manner for the services in its scope as specified in the Purchase Order, at the times and places specified in the Purchase Order, or if no times are specified, at such times which will not impede Supplier's activities. These services shall be provided free of charge, unless otherwise agreed upon.

20. 供应商的义务 / Obligations of Supplier

- 供应商应被视为已充分理解和了解工作的性质，以及必须在与现场有关的工作以及客户和第三方的(干扰)活动中进行工作的现行条件。
- 供应商应了解国家当局、公共当局提出的适用于本工程的所有相关要求和建议，以及工作规范。供应商应按照这些规定执行工作。如果该等要求和建议在采购订单生效日期之后发生变更或新强加，并随后影响到供应商的成本，各方应书面同意对该等成本进行补偿。
- 供应商应按照公认的行业标准尽职尽责地执行工作，并应进一步确保用于执行工作的工作和设施、服务和设备具有良好的质量和工艺，并符合采购订单的要求。
- 供应商应保管货物。任何未能妥善维护货物的风险和责任均由供应商承担，其任何后果，包括对工作的任何延误应由供应商承担。
- 除非各方另有明确约定，供应商应根据现行法律解决与其人员有关的所有问题，例如但不限于招聘、工资、保险、办公、住

- Supplier shall be deemed to have obtained for itself a full understanding and knowledge of the nature of the Work and of the prevailing conditions under which the Work must be performed in connection with the Site and (interfering) activities of the Client and third parties.
- Supplier shall be knowledgeable of all relevant requirements and recommendations made by national authorities, public authorities, and codes of practice, which are applicable to the Work. Supplier shall perform the Work in compliance therewith. If such requirements and recommendations are altered or newly imposed upon after the effective date of the Purchase Order and subsequently affect the costs of Supplier Parties shall agree in writing on the compensation of such costs.
- Supplier shall perform the Work with due diligence and in accordance with general accepted standards of industry and shall furthermore ensure that the Work and facilities, services, and equipment used for the performance of the Work shall be of good quality and workmanship and in accordance with the requirements of the Purchase Order.
- Supplier shall take custody of the Goods. Any failure to maintain the Goods properly shall be at the sole risk and responsibility of Supplier and any consequences thereof, including any delay to the Work shall be borne by Supplier.



- 宿、膳食、交通、医疗援助、税收、休假和假期。
 - 6. 供应商应妥善保管DC或其客户提供的货物和物品。
 - 7. 供应商应在所有合理的时间向DC提供有关履行工作的供应商信息。
 - 8. 供应商应提供任何公共当局或任何其他当局要求的访问和协助，以进行与工程有关的检查或调查。
 - 9. 在施工期间，供应商应在所有合理的时间向DC及其客户提供进入其现场的通道。
 - 10. 在现场施工的任何时候，DC或其客户的指示都必须在采购订单条款的任何时候得到遵守。
- 5. Unless specifically agreed upon otherwise by Parties, Supplier shall resolve all questions concerning its personnel, such as but not limited to recruitment, salaries, insurance, offices, lodging, meals, transport, medical aid, taxes, leave and holiday, all in accordance with the prevailing legislation.
 - 6. Supplier shall take good care of the Goods and the items provided by DC or its Client.
 - 7. Supplier shall provide DC access at all reasonable times to Supplier's information related to the performance of the Work.
 - 8. Supplier shall afford such access and assistance as required by any public authority or any other authority to carry out inspections or surveys in connection with the Work.
 - 9. Supplier shall provide DC and its Client at all reasonable times with access to its Site during the performance of the Work.
 - 10. During the performance of the Work on Site at all times the instructions of DC or its Client must be adhered to at all times within the terms of the Purchase Order.

21. 信息 / Information

各方应按采购订单规定的时间和地点向另一方提供采购订单文件(包括技术信息)。除技术信息外，提供给对方的所有信息仅供指导之用。提供方不对其准确性负责。接收方有权自费核实该信息。

DC对所提供技术信息的正确性的责任仅限于重新提供或更正不正确的信息，并且DC不对任何性质的任何进一步损失或损害负责。

供应商应被视为充分了解采购订单文件、DC提供的信息(包括技术信息)的充分性、质量和数量，以及可能影响工作进度或绩效的所有事项。供应商未能考虑到可能影响工作的事项，并不免除其在采购订单下的义务。

各方应及时，但无论如何应在使用之前，审查和检查技术资料。各方在发现本合同中的任何冲突、错误或遗漏时，应尽快以书面形式通知对方。在这种情况下，各方应就如何进行受影响的工作进行协商并达成一致。

供应商提供的技术信息的所有变更均应由供应商承担，除非DC要求进行此类变更，在此情况下，此类变更应由DC报销。DC提供的技术信息的变更应导致采购订单的合理变更，前提是此类变更会影响时间计划和/或采购订单价格。供应商应在现场保留所有信息(包括技术信息)的一份副本，并应在所有合理的时间供双方协商。

Each Party shall provide the Purchase Order documents (including technical information) to the other Party at the times and places as specified in the Purchase Order. All information other than technical information is given to the other Party for guidance only. The providing Party is not responsible for its accuracy. The receiving Party has the right to verify this information at its costs.

DC's liability with respect to the correctness of the supplied technical information shall be limited to the re-supply or correction of incorrect information and DC shall not be liable for any further loss or damage of any nature whatsoever.

Supplier shall be deemed to be fully informed about the Purchase Order documents, sufficiency, quality and quantity of the information provided by DC, including technical information, and all matters which could affect progress or performance of the Work. Failure to take account of matters, which could affect the Work, shall not relieve Supplier from its obligations under the Purchase Order.

Parties shall promptly, but in any event before the use of it, review and check the technical information. Parties shall promptly notify each other in writing as soon as possible upon discovery of any conflicts, errors or omissions, which they discover therein. In such event Parties shall consult and agree as to how to proceed with the affected Work.

All changes in technical information provided by Supplier shall be for Supplier's account, unless such changes are required by DC, in which event such changes shall be reimbursed by DC. Changes in DC provided technical information shall result in a reasonable change of the Purchase Order, provided that such changes



		<p>affect the time schedule and/or the Purchase Order price. One copy of all information, including technical information shall be retained by Supplier at the Site and the same shall at all reasonable times be available for consultation between Parties.</p>
<p>22.</p>	<p>报告和记录 / Reports and records</p> <p>供应商应维护并向DC提供采购订单项下约定的报告和记录，以使DC能够根据时间表判断工作的执行情况。</p>	<p>Supplier shall maintain and provide DC with reports and records as agreed upon under the Purchase Order to enable DC to judge the performance of the Work in relation to the time schedule.</p>
<p>23.</p>	<p>时间表 / Time schedule</p> <p>时间进度表应规定工程的开工日期和完工日期。在采购订单生效后的约定期限内，如DC提出要求，供应商应进一步详细说明该时间表。该详细时间表应在DC批准后生效，且不得无故拒绝批准，前提是详细时间表应在DC批准的原始时间表范围内。本详细和批准的时间表以及此后任何修订和批准的时间表应取代并优先于先前的时间表。</p> <p>供应商应按照现行时间表，以高效、迅速的方式开始、继续并完成工作。供应商应将该时间进度表作为进度、报告、调度、发票和预测的基础。DC应使用时间进度表来确定供应商在履行工作方面的进度。</p>	<p>The time schedule shall specify the starting date and the completion date of the Works. Within an agreed period after the effective date of the Purchase Order and if so requested by DC, Supplier shall further detail this time schedule. This detailed time schedule shall become effective upon DC's approval which shall not be withheld unreasonably, provided such detailed time schedule shall be within the original time schedule as approved by DC. This detailed and approved time schedule and any revised and approved time schedule thereafter shall supersede and take precedence over the previous time schedule.</p> <p>Supplier shall commence, continue and complete the Work in an efficient and expeditious manner, and in accordance with the current time schedule. Supplier shall use the time schedule as the basis for progress, reporting, scheduling, invoicing and forecasting. DC shall use the time schedule to determine Supplier's progress in the performance of the Work.</p>
<p>24.</p>	<p>工作的完成 / Completion of the Work</p> <ol style="list-style-type: none">除合同担保外，当供应商认为工作已完成，或预计工作将按照采购订单在十(10)天内完成时，供应商应以书面形式要求DC签发完工证书。DC应在收到供应商的书面请求后的二十(20)个工作日内，不得无故拖延地对工程进行检查，或者签发竣工证书，或者(书面通知供应商无法签发竣工证书的情况。在收到DC的书面通知后，供应商应立即着手进行并完成获得竣工证书所必需的工作。如果供应商已满足/未满足为完成工作设定的一项或多项条件，则DC可自行决定仍签发完成证书，该证书应以完成证书中规定的任何未完成工作的表现和完成为条件。如果未满足或不应满足预定的完工日期，尽管DC享有其他权利和救济，但DC仍可自行决定签发一份完工证书，说明为执行和完成工程的未完成部分提供合理的额外时间。	<ol style="list-style-type: none">Supplier shall request DC in writing to issue a completion certificate when, with the exception of the contractual guarantees, it considers the Work completed, or expects the Work to be completed within ten (10) days, in accordance with the Purchase Order.DC shall upon receipt of the written request from Supplier inspect the Work without undue delay and within twenty (20) working days after such a request either (i) issue the completion certificate, or (ii) notify Supplier in writing of the circumstances, which prevent the issue of the completion certificate. Upon receipt of the written notification from DC, Supplier shall forthwith proceed performing and completing the Work, necessary to obtain the completion certificate.If one or more condition(s) set for the completion of the Work has/have not been met by Supplier, DC may, at its sole discretion, still issue a completion certificate and such certificate shall be conditional upon the performance and completion of any outstanding work as specified in the completion certificate.In the event the scheduled completion date is not or shall not be met, DC may, at



5. 供应商未能在第3条所述的相关期限内完成此未完成工作。或第4条。以上，将使竣工证书无效。
6. 根据采购订单，完成可分为若干部分完成。
7. 如果DC和/或其客户希望在预定完成日期之后将工作或其中的一部分投入运营，并且由于供应商的原因尚未实现，则该等投入运营不应被视为完成，也不应免除供应商在采购订单项下的义务，包括完成工作。供应商应尽最大努力与DC和客户合作，在现场的其他活动中安排和解决剩余的工作。

- its discretion and notwithstanding DC's other rights and remedies, still issue a completion certificate stating a reasonable additional period of time for performing and completing the outstanding part(s) of the Work.
5. Failure by Supplier to complete this outstanding Work within the relevant period, as mentioned in clause 3. or clause 4. above, shall make the completion certificate null and void.
 6. Under a Purchase Order completion may be divided into a number of partial completions.
 7. In the event DC and/or its Client wants to take the Work, or part(s) thereof, into operation after the scheduled completion date and this has not been achieved yet for reasons attributable to the Supplier, such taking into operation shall not be considered as completion and shall not relieve the Supplier from its obligations under the Purchase Order including the completion of the Work. The Supplier shall cooperate to the fullest extent with DC and the Client to accommodate and resolve the remaining Work with the other activities at Site.

25. **最终完工 / Final completion**

在保修期届满时，如果供应商已按照采购订单执行并完成工作，则DC应签发最终完工证书。在签发最终竣工证书后，DC应释放任何作为担保、银行保函和/或其他证券的保证金。DC签发的最终完工证书并不免除供应商和DC根据采购订单的规定和要求或法律承担的任何相关的持续义务或责任。

Upon the expiration of the warranty period DC shall issue a final completion certificate provided that Supplier has performed and completed the Work in accordance with the Purchase Order. Upon issuing the final completion certificate, DC shall release any deposits made for the sake of security, bank guarantees and/or other securities. The issue of a final completion certificate by DC shall not relieve Supplier and DC from any relevant continuing obligations or liabilities under the provisions and requirements of the Purchase Order or at law.



Chapter 4. Services

26. Services

26.1 需求 / Requirements

供应商应按照采购订单的要求和规格履行服务; 在从事相同类型的工作并在相同或类似情况下寻求履行其合同义务的熟练且经验丰富的供应商合理且通常期望其具备的技能、工艺、勤勉、谨慎和预见能力;以及(iii)就可交付物而言, 这些交付物未使用, 没有任何和所有缺陷, 没有良好的材料和工艺, 没有任何留置权和负担。供应商保证, 就供应商所知的目的而言, 服务将适用于并始终适用于数据中心希望部署它们的目的。供应商进一步保证并应取得并出示证据, 证明服务是在约定的时间和地点、在约定的范围内并按照采购订单提供的。

The Services shall be performed by Supplier (i) in accordance with the requirements and specifications of the Purchase Order, (ii) observing the exercise of that degree of skill, workmanship, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced supplier, engaged in the same type of undertaking and under the same or similar circumstances, seeking to comply with its contractual obligations, and (iii), with regard to deliverables, these being unused, free from any and all defects, of good materials and workmanship and free of all liens and encumbrances. Supplier warrants that the Services shall be and remain suitable for the purpose for which DC wants to deploy them, as far as this purpose can be known to Supplier. Supplier further warrants and shall procure and produce evidence that the Services are supplied at the agreed time and place, in the agreed extent and in accordance with the Purchase Order.

26.2 关键人员 / Key personnel

在采购订单要求的范围内, 供应商应为服务提供采购订单中指定的任何个人作为关键人员。供应商应向DC提供一份名单, 列出被供应商视为关键人员的所有其他人员, 以及在DC指示的情况下, 在任何时候可能与服务或服务的任何部分相关联的所有其他人员的姓名, 并在每种情况下说明他们所关联的能力, 并提供DC可能合理要求的其他详细信息、身份证据和其他支持性证据。DC可随时通知供应商指定或拒绝任何涉及服务或其任何部分的人员作为关键人员。未经DC事先书面批准, 供应商不得对上述关键人员作出任何变更。

To the extent the Purchase Order requires so, Supplier shall make available for the purposes of the Services any individuals named in the Purchase Order as key personnel. Supplier shall provide DC with a list of names of all others regarded by Supplier as key personnel and, if and when instructed by DC, all other persons who may be at any time connected with the Services or any part of it, specifying in each case the capacities in which they are connected and giving such other particulars and evidence of identity and other supporting evidence as DC may reasonably require. DC may at any time by notice to Supplier designate or reject any person involved in the Services or any part of it as a key person. Supplier shall not without prior written approval of DC make any changes in the key personnel referred to above.

26.3 完整性 / Completeness

除非采购订单中另有规定, 否则未在采购订单中规定, 但为服务目的和履行供应商保证所必需的服务项目应被视为包含在采购订单中, 并由供应商提供和/或执行, 不向DC收取额外费用。

Items of Services not specified in the Purchase Order but necessary for the purpose of the Services and for the fulfillment of Supplier's warranties are deemed to be included in the Purchase Order and shall be supplied and/or executed by Supplier at no extra cost to DC unless otherwise specified in the Purchase Order.

26.4 规定 / Regulations

供应商保证服务的履行符合所有适用的法律、标准和法规, 包括但不限于安全、健康和环境法规以及行业和专业标准。供应商应及时取得履行采购订单中规定的服务所需的所有许可证和许可。

Supplier warrants that the Services are performed in compliance with all applicable laws, standards and regulations, including but not limited to safety, health and environmental regulations and industry and professional standards. Supplier shall timely obtain all licenses and permits, which are required to perform the Services stipulated in the Purchase Order.

26.5 标题 / Title

供应商明确保证其对采购订单项下提供的服务拥有有效的、可销售的所有权。供应商进一步保证, 提供服务以及DC或其客户对(这些服务)的简单使用或应用不会导致或导致对任何专

Supplier expressly warrants that it has good and marketable title to the Services provided under the Purchase Order. Supplier further warrants that providing the Services and the simple use (of these Services) or application thereof by DC or its Client will not result in or give rise to any infringement or



26.6 所有权和风险的转移 / Transfer of ownership and risk	<p>利、版权、商标、设计、商业秘密、专有数据或许可的任何侵权或盗用。</p> <p>采购订单项下提供的任何服务的所有权应在完成付款或交付时在采购订单中规定的时间或在DC以书面形式指定的时间转移给DC。在服务按照第8条交付并被DC接受之前，不得向DC提交</p>	<p>misappropriation of any patent, copyright, trademark, design, trade secret, proprietary data or license.</p> <p>The ownership of any of the Services supplied under the Purchase Order shall pass to DC at the earlier of complete payment or delivery either (i) at the point as stated in the Purchase Order or (ii) at the point indicated by DC in writing. The risk shall not pass to DC until the Services have been delivered in accordance with article 8 and are accepted by DC.</p>
27. 访问 / Access	<p>在履行服务所必需的范围内，DC应在事先同意的情况下，允许供应商人员在所有合理时间进入DC的场所。DC应自行决定保留拒绝供应商雇用或代表供应商行事的人员进入和/或命令其离开其场所的权利，如DC合理认为该等人员不适合进入其场所，或未能完全遵守DC的规定(包括出入规定或具体指示)。</p>	<p>To the extent necessary for the performance of the Services, DC shall grant Supplier's personnel at all reasonable times and with prior agreement access to DC's premises. DC shall – at its own discretion - reserve the right to refuse admittance and/or order the removal from, its premises any person employed by or acting on behalf of Supplier, who in the reasonable opinion of DC is not a fit and proper person to be on DC's premises or who fails to fully comply with DC's regulations, access regulations included, or specific instructions.</p>
28. 质量和保证 / Quality and warranty		
28.1 质量保证 / Quality assurance	<p>供应商应孜孜不倦地持续控制和测试服务的执行质量。供应商应按照DC不时要求的时间间隔和形式，向DC提供有关服务质量和进度的报告。</p>	<p>Supplier shall diligently and continuously control and test the quality of the performance of the Services. Supplier shall provide DC with such reports of the quality and the progress of the Services at such intervals and in such form as DC may from time to time require.</p>
28.2 检查 / Inspection	<p>供应商应确保DC或其指定人有机会在服务或其部分可能提供的任何时间和地点检查服务。履行或不履行任何该等检验均不免除供应商在采购订单项下的任何义务或责任。</p>	<p>Supplier shall ensure that DC or its nominee has the opportunity to inspect the Services at any time and at any place, where the Services or part thereof may be carried out. Performance or non-performance of any such inspection does not relieve Supplier of any obligation or liability under the Purchase Order.</p>
28.3 验收 / Acceptance	<p>如果服务不符合规范，DC可以免费选择以下服务：</p> <ul style="list-style-type: none"> - 由供应商纠正不符之处； - 供应商重新提供服务； - 按照服务规范，用同等服务替换服务； - 全部或部分取消采购订单，并将相关交付物退还给供应商； 	<p>If the Services are not in conformity with the specifications, DC may, at no cost to DC, choose between:</p> <ul style="list-style-type: none"> - having the non-conformity corrected by the Supplier; - re-supply of the Services by the Supplier; - replacement of the Services by equivalent Services, in conformity with the Services specification; - cancellation of the Purchase Order in whole or in part and return of the deliverables at matter to the Supplier,
	<p>上述所有行为均不影响DC要求损害赔偿和其他赔偿的权利。</p>	<p>all of the above without prejudice to DC's rights to claim damages and other compensation.</p>
28.4 保修 / Warranty	<p>只有在DC明确书面确认后，才能最终、暂时或部分接受服务。</p> <p>供应商保证服务的正确性、质量和性能符合采购订单，并应在验收之日或重新履行或整改之日后的36个月内纠正或重新履行任何不符合规</p>	<p>Final, provisional or partial acceptance of the Services shall only be granted following DC's explicit and written acknowledgment thereof.</p> <p>Supplier warrants the correctness, quality and the performance of the Services in conformity with the Purchase Order and shall rectify or re-perform any non-conforming (part of the) Service, within a period of 36 months after the date of acceptance or later date of re-</p>

	<p>定的(服务的一部分), 除非第29条适用于服务。</p> <p>在质保期内, 供应商应在收到通知后立即或在双方共同同意的时间点, 根据DC的通知, 自行承担纠正服务中所有现有或随后发生的不符合项的风险, 以使DC满意。如果重新履行或纠正不允许延迟和/或由供应商执行工作是不合理或不切实际的, 则DC有权代表供应商并由供应商承担执行或委托他人执行该工作, 无需事先通知。</p> <p>如适用, 供应商及其分包商应遵守DC和/或其客户的所有现场安全指示和现场进入规定。</p>	<p>performance or rectification, unless article 29 is applicable to the Services.</p> <p>During the warranty period Supplier shall, upon notification by DC, rectify for its own account and risk all existing or subsequently occurring non-conformities in the Services, to DC's satisfaction immediately upon receipt of the notification or at a point in time mutually agreed by the Parties. In case a re-performance or rectification permits no delay and/or it is unreasonable or impractical to have the work executed by Supplier, DC is entitled to execute or have the work executed on behalf of Supplier and for Supplier's account, with no prior notification being required.</p> <p>If applicable, Supplier and its Sub-supplier shall observe all site safety instructions and site access regulations of DC and/or its Client.</p>
<p>28.5 当地的指令 / Local instructions</p>	<p>如适用, 供应商及其分包商应遵守DC和/或其客户的所有现场安全指示和现场进入规定。</p>	<p>If applicable, Supplier and its Sub-supplier shall observe all site safety instructions and site access regulations of DC and/or its Client.</p>
<p>29. 软件 / Software</p>		
<p>29.1 许可的权利 / License rights</p>	<p>如果本采购订单包括供应商交付云和/或本地软件, 则应适用以下有利于DC的最低许可和支持权利, 但不应限制供应商软件条款授予被许可方的任何其他权利:</p> <ol style="list-style-type: none"> 1. 供应商授予数据中心非排他性的、不可撤销的、永久的、企业范围的许可(除非本采购订单中规定了不同的期限和/或许可), 以使用(包括通过远程访问)、安装和复制(出于所有使用、存档和灾难恢复备份的目的)本协议项下订购的软件; 2. 对于本协议项下订购的任何软件的每份许可, 供应商应向DC提供供应商向其任何其他客户提供的有关该软件的所有文件, 并且至少应提供使DC能够充分使用该软件的合理必要文件。文件应在内容、大小和易读性方面符合普遍接受的行业标准。DC有权复制所有文档, 包括软件的所有机器可读文档, 前提是该复制仅供DC使用;和 3. 供应商应免费提供(除非本采购订单正面明确注明单独的维护费用):(a)错误更正、升级和修改, 以保持软件处于良好的工作状态;(b)该等软件的所有可用维护版本;以及(c)经过培训、知识渊博、技术合格的供应商代表的合理联系信息, 以便就该等软件向数据中心提供支持。 	<p>If this Purchase Order includes delivery of cloud and/or on-premises Software by the Supplier, the following minimum license and support rights in favor of DC shall apply, but shall not limit any other rights conferred to licensees by Supplier's software terms:</p> <ol style="list-style-type: none"> 1. Supplier grants to DC a non-exclusive, irrevocable, perpetual, enterprise-wide license (unless a different period and/or license is set forth in this Purchase Order) to use (including via remote access), to install and to copy (for all purposes of use, archiving, and disaster recovery backup) the Software ordered hereunder; 2. With each license of any Software ordered hereunder, Supplier shall provide to DC all documentation provided by Supplier to any of its other customers for that software, and, at a minimum, as is reasonably necessary to enable DC adequately to use such software. Documentation shall comply with commonly accepted industry standards with respect to content, size and legibility. DC shall have the right to reproduce all documentation including all machine-readable documentation for the software, provided that such reproduction is made solely for DC's use; and 3. At no additional charge (unless a separate maintenance charge is expressly indicated on the front of this Purchase Order), Supplier shall provide: (a) error corrections, upgrades and modifications to keep the Software in good working order, (b) all generally available maintenance releases for such Software, and (c) reasonable contact information for trained, knowledgeable, technically qualified Supplier representatives to provide support to DC for such Software.