

1. 一般规定

- 1.1. 与出具采购订单的 Low & Bonar Group 某个公司（即 Low & Bonar plc. 及其任何直接或间接子公司）（下称“L&B”）达成的任何商品或服务购买合同将受本通用采购条件（下称“本条件”）的约束，并且本条件与 L&B 的采购订单（无论以何种方式提交，包括此类订单中提及的任何附件和文件）均构成 L&B 与此类采购订单所指的卖方（下称“卖方”，与 L&B 一起称为“双方”）之间的一份“合同”，并取代双方先前就本合同标的事项达成的所有安排、协议和谅解。对本条件的偏离，如果双方不能违背的适用法律法规的强制性条款对此类偏离未作明确规定，则此类偏离只有经 L&B 书面同意才有效。卖方对商品的交付或开始提供的任何服务均是卖方毫无保留地接受合同的证据。
- 1.2. 接受采购订单或开始执行采购订单，即表示卖方无条件地接受合同条款，放弃适用自己的通用（销售）条件，并且卖方同意，本条件中包含的卖方和 L&B 的安排、协议和谅解，仅适用于并优于卖方的任何和所有报价、验收、销售和/或供货条件，或优于贸易、习惯、惯例或交易过程所默示的任何条款，并且特此明确拒绝和排除此类条款。
- 1.3. 在永久和持续的业务关系中，本条件将适用于未来的采购订单或交易，即使未进一步提及本条件。

2. 价格与付款

- 2.1. 商品或服务的价格应根据合同规定执行，未经 L&B 事先书面同意，不得变动。
- 2.2. 除另有书面约定外，合同中的所有价格均不包括任何适用的增值税，但应包括所有包装、运输、交付、保险成本和费用或其他费用，此类费用均应符合合同以及商品或服务的规格。
- 2.3. 卖方应在商品或服务交付时或交付后向 L&B 开具发票。发票的支付应在合同规定的期限内完成。除合同中另有约定外，所有发票都应在 L&B 收到发票后六十（60）天内支付。
- 2.4. L&B 有权从应付支付给卖方的应收款项中冲抵应向卖方收取的任何应收款项。

3. 商品的交付和服务的提供

- 3.1. 除 L&B 另有书面同意外，合同规定的交付日期或时间对卖方具有约束力。商品交付或服务提供的时间对合同来说非常重要。卖方应对任何延误负责，但因不可抗力（定义见第11条）导致的或下文第4.8条所要求的任何延误除外。
- 3.2. 除合同另有规定外，商品的交付地点应为 L&B 营业场所，采用 DDP 条件（《国际贸易术语解释通则 2010》）。
- 3.3. 在合理的时间内对交付后的商品或服务进行检查之前，L&B 不应被视为已接受任何商品或服务。L&B 签署任何送货单、完成文件或履约表、支付任何发票、转让商品所有权或用户权利或使用服务，均不构成对所提供的商品或服务的接受。
- 3.4. 部份交付商品或部份提供服务，须取得 L&B 的事先书面同意。如果卖方交付的商品多于或少于所订购的数量且 L&B 接受该交付，则应按比例对商品的发票进行调整。如果卖方：(a) 交付的商品低于所订购商品数量的95%，L&B 可拒收商品；(b) 交付的商品超过所订购商品数量的105%，L&B 可自行决定拒收商品或多余的商品。
- 3.5. 如果 L&B 拒收任何商品，则此类商品将可退回并由卖方承担风险和费用。如果卖方在收到拒收通知后的合理期限内未取回被拒收的商品，则 L&B 可向卖方收取仓储费用并出售或处置被拒收的商品。在扣除商品的购买价款、仓储费用以及其与销售有关的合理成本和费用后，L&B 将把销售收入（若有）转给卖方。
- 3.6. 如果卖方不能满足规定的交付日期或服务提供日期，则卖方应立即将最早的可能的交付或服务日期告知 L&B。尽管有此类通知，并且除非商品或服务的替代日期已经 L&B 书面同意，卖方未能在指定日期交付商品或服务应赋予 L&B 以下权利，且不影响其可能享有的任何其他补救措施：(i) 每延迟一日，从价款中扣除或者以违约赔偿金的方式向卖方索赔合同总价的 0.5%，最高不超过合同总价的 5%；以及/或者 (ii) 取消合同，此后，卖方应退还就

1. General

- 1.1. Any contract for the purchase of goods or services entered into by a company of the Low & Bonar Group (being Low & Bonar plc. and any direct or indirect subsidiary thereof) issuing a purchase order (“L&B”) will be governed by these general conditions of purchase (the “Conditions”), which, together with L&B’s purchase order (howsoever submitted, including any attachments to, and documents referred to in, such order), form a “Contract” between L&B and the seller to which such purchase order is directed (“Seller”, together with L&B, the “Parties”) and supersede all previous arrangements, agreements and understandings between the Parties with respect to the subject matter of such Contract. Deviations from these Conditions, provided that such deviations are not explicitly stipulated in the mandatory provisions of applicable legal regulations from which Parties cannot deviate, shall only be valid if agreed upon in writing by L&B. Any delivery of goods or the commencement of the provision of services by the Seller shall be proof of its acceptance of the Contract without reservation.
- 1.2. By accepting the purchase order or by beginning to execute the purchase order, the Seller unconditionally accepts the terms of the Contract and waives the application of his own general conditions (of sale) and agrees that arrangements, agreements and understandings of Seller and L&B included in these Conditions apply exclusively and prevail over any and all of Seller’s conditions of quotation, acceptance, sale and/or supply or over any terms which are implied by trade, custom, practice or course of dealing, which are hereby expressly rejected and excluded.
- 1.3. In the context of permanent and successive trade relations, these Conditions shall govern future purchase orders or transactions, even without further reference to these Conditions.

2. Prices and payment

- 2.1. The price of goods or services shall be as stated in the Contract and subject to no variation except with the prior written consent of L&B.
- 2.2. Unless agreed otherwise in writing, all prices in the Contract shall be exclusive of any applicable value added tax and inclusive of all costs and charges for packing, carriage, delivery, insurance or other charges, which are required to comply with the Contract and specifications of the goods or services.
- 2.3. Seller shall invoice L&B on or after delivery of the goods or services. Payment of invoices shall be made within the term mentioned in the Contract. Unless agreed otherwise in the Contract, all invoices shall be paid within sixty (60) days after receipt of the invoice by L&B.
- 2.4. L&B is entitled to set-off any receivable due to Seller against any receivable due from Seller.

3. Delivery of goods and provision of services

- 3.1. Unless otherwise agreed upon in writing by L&B, delivery dates or times specified in the Contract are binding for Seller. The time of delivery of goods or service provision is of the essence of the Contract. Seller shall be liable for any delay except for any delay caused by a force majeure (as defined in clause 11) or as required by clause 4.8 below.
- 3.2. Unless specified otherwise in the Contract, delivery of goods shall be made DDP, place of business of L&B (Incoterms 2010).
- 3.3. L&B shall not be deemed to have accepted any goods or services until it has had a reasonable time to inspect them after delivery. The signing by L&B of any delivery slip, document of completion or performance sheet, the payment of any invoice, the transfer of title or user right over the goods or the use of the services shall not constitute an acceptance of the provided goods or services.
- 3.4. Partial deliveries of goods or partial provision of services are subject to L&B’s prior written consent. If the Seller delivers more or less than the quantity of goods ordered, and L&B accepts the delivery, a pro rata adjustment shall be made to the invoice for the goods. If the Seller: (a) delivers less than 95% of the quantity of goods ordered, L&B may reject the goods; (b) delivers more than 105% of the quantity of goods ordered, L&B may at its discretion reject the goods or the excess goods.
- 3.5. If L&B rejects any goods they are returnable at the Seller’s risk and expense. If the Seller fails to collect rejected goods within a reasonable period after notification of the rejection, L&B may charge the Seller storage costs and sell or dispose of the rejected goods. L&B will account to the Seller for the proceeds of sale (if any) after deducting the purchase price paid for the goods, storage costs and its reasonable costs and expenses in connection with the sale.
- 3.6. If a specified delivery date or date for the provision of services cannot be met by the Seller, the Seller shall immediately notify L&B of the earliest possible date for delivery or provision of service. Notwithstanding such notices and unless a substitute date for the goods or services has been agreed upon by L&B in writing, the Seller’s failure to effect delivery of the goods or provision of services on the specified date shall entitle L&B, without prejudice to any other remedy it may

此类商品或服务已支付的合同价款的全部，而 L&B 可退还合同项下已供应的任何商品，费用由卖方承担；以及/或者 (iii) 取消合同并（由 L&B 选择）向第三方购买替代商品或服务；(iv) 在基于 (i)、(ii) 和 (iii) 的每种情况下，对于发生的任何直接、间接和/或后果性的损失、成本和责任，包括 (ii) 和 (iii) 中的情况，但不限于商品或服务的任何替换、退货或替换的成本，L&B 均可向卖方索赔。“后果性损失”指对于在合同上的任何违反或根据合同提出的索赔或者其他方面，任何 (i) 间接或后果性损失，(ii) 生产损失，(iii) 利润损失，(iv) 收入损失，(v) 合同损失，(vi) 商誉损失，(vii) 其他协议项下的责任，或 (viii) 因此类违约或引起索赔的事项而产生的对第三方的责任，不论违约方是否已经知道（或本应知道）可能因此类违约行为或引起索赔的事项而遭受此类损失或责任。

4. 包装、标记、文件和安全

- 4.1. 卖方应对提供给 L&B 的（无论是否得到 L&B 的批准）所有指示、数据、图纸和信息的准确性和完整性完全负责，除非此类不准确或遗漏完全是由于 L&B 提供的并同意卖方可依赖的指示、数据、图纸或信息所致。
- 4.2. 商品应按照 L&B 的指示（如有）和任何适用的法规和要求进行标记，并妥善包装和保护，以便以良好的状态到达交付地址并可安全卸货。
- 4.3. 如果卖方要求 L&B 将任何包装材料归还给卖方，则这一情况要在交货回单上明确说明。任何此类包装材料归还给卖方产生的费用均由卖方承担。
- 4.4. 供应的所有商品均应附有清晰可见的 L&B 相关采购订单编号，并且来自卖方的关于任何商品或服务的所有通信和文件均应明确提及 L&B 的相关采购订单。
- 4.5. 卖方应负责取得进口、投放市场和交付商品或服务所需的任何进口执照、许可证或其他信息，除非在商品订单方面使用的特定《国际贸易术语解释通则》可能有相反的暗示。
- 4.6. 卖方应免费提供 L&B 可能要求的和/或商品或服务的安装、操作和维护需要的、数量合理的、与商品或服务有关的操作和/或维护手册，并且此类文件将采用英文以及任何商品交付到的国家/地区的语言。
- 4.7. 卖方同意根据请求向 L&B 提供任何必要的或有用的声明、原产地证、质量保证/证书以及与商品或服务有关的任何其他证书或文件。此类证书、声明或任何其他文件应当用英文或经 L&B 另行同意的其他语言编写。此外，卖方同意及时响应 L&B 的任何请求，提供有关供应给 L&B 的商品的卫生、安全属性及任何其他与产品管理有关的问题的信息。
- 4.8. 任何参与进入任何 L&B 场所交付商品或提供服务的卖方代表将到场接收每个地点的特定安全简报，并且应遵守 L&B 就健康及安全事宜给出的任何指示，包括依据适用法律而适用的任何指示。必须始终遵循获得 L&B 授权人员的安全相关指示，即便根据合同规定，这些指示可能会中断商品的交付或服务的提供。

5. 风险、所有权和保险

- 5.1. 商品的损失或损坏风险和所有权应按照适用的《国际贸易术语解释通则》在交付时转移。
- 5.2. 卖方应自费为其应负责的损失和/或损害投保充分的责任保险。应在 L&B 首次提出请求时向 L&B 提供针对每种损害的承保范围的保险金额证明。卖方的合同和法律责任不受其保险的范围和金额的影响。

6. 转让和分包

- 6.1. 未经 L&B 事先书面同意，卖方不得分配、转让或分包其在合同项下的任何权利或义务。
- 6.2. 尽管根据第 6.1 条订立了任何分包合同，但卖方仍应对其分包商的所有作为和不作为负责，并对分包商雇用或聘用的分包商的行为和不作为负责，就如同此类行为是卖方自己的行为一样。

7. 保证

- 7.1. 卖方向 L&B 保证，向 L&B 出售的商品或提供的服务：

have: (i) to deduct from the price or to claim from the Seller by way of liquidated damages for delay 0.5 percent of the total Contract price for every day of delay, up to a maximum of five (5) percent of the total Contract price and/or (ii) to cancel the Contract, whereupon the Seller shall refund any part of the Contract price which has been paid in respect of such goods or services and L&B may, at the Seller's sole expense, return any goods already supplied under the Contract; and/or (iii) to cancel the Contract and (at L&B's option) purchase substitute goods or services from third parties; and (iv) in each case pursuant to (i), (ii) and (iii) L&B may claim from the Seller compensation for any incurred direct, indirect and/or Consequential Losses, costs and liabilities whatsoever, including in the case of (ii) and (iii) without limitation, the cost of any replacement, return or substitution of goods or services. "CONSEQUENTIAL LOSSES" means, in relation to any breach of or a claim under a Contract or otherwise, any (i) indirect or consequential loss, (ii) loss of production, (iii) loss of profit, (iv) loss of revenue, (v) loss of contract, (vi) loss of goodwill, (vii) liability under other agreements or (viii) liability to third parties, resulting from such breach or the matter giving rise to a claim, whether or not the Party committing the breach knew (or ought to have known) that any such loss or liability would be likely to be suffered as a result of such breach or the matter giving rise to a claim.

4. Packing, marking, documentation and safety

- 4.1. The Seller shall be fully responsible for the accuracy and completeness of all instructions, data, drawings and information supplied to L&B whether or not approved by L&B unless such inaccuracies or omissions were solely due to instructions, data, drawings or information supplied by L&B upon which it is agreed by L&B that the Seller can rely.
- 4.2. Goods shall be marked in accordance with L&B's instructions (if any) and any applicable regulations and requirements, and properly packed and secured so as to reach the delivery address in good condition and safe for unloading.
- 4.3. If the Seller requires L&B to return any packaging material to the Seller, that fact will be clearly stated on the delivery note. Any such packaging material shall be returned to the Seller at the cost of the Seller.
- 4.4. All supplied goods shall be supplied with L&B's relevant purchase order number made clearly visible and all communications and documentation from Seller relating to any goods or services will make clear reference to L&B's relevant purchase order.
- 4.5. The Seller shall be responsible for obtaining any import licences, permits or other consents necessary for the importation, placing on the market and delivery of goods or services, save where the contrary may be implied from the use of a specific Incoterm used in respect of an order of goods.
- 4.6. The Seller shall supply without charge such reasonable quantity of operation and/or maintenance manuals in English and in the language of the country to which any goods are to be delivered, relating to the goods or services which L&B may require and/or which are necessary for the installation, operation and maintenance of the goods or services.
- 4.7. The Seller agrees on request to supply L&B with any necessary or useful declarations, certificate of origin, quality guarantee/certificate, and any other certificates or documents related to the goods or services. Such certificates, declarations or any other documents will be in English or in other languages as otherwise agreed by L&B. Further, the Seller agrees to promptly respond to any request made by L&B to provide information on properties of goods supplied to L&B regarding health, safety and any other issues related to product stewardship.
- 4.8. Any representative of Seller involved in the delivery of goods or the provision of services entering any premises of L&B will make themselves available to receive specific safety briefings for each site and shall observe any instructions given by L&B in relation to health & safety matters, including any which apply by virtue of applicable legislation. Safety related directions by authorised L&B personnel have to be followed at all times, even where they may interrupt the delivery of goods or the provision of services in accordance with the Contract.

5. Risk, title and insurance

- 5.1. Risk of loss or damage and title to goods shall pass on delivery in accordance with the applicable Incoterm.
- 5.2. The Seller shall maintain sufficient liability insurance at its own expense for loss and/or damage for which it is responsible. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to L&B upon first request. The Seller's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

6. Transfer and subcontracting

- 6.1. Seller shall not assign, transfer or subcontract any of its rights or obligations under the Contract, without L&B's prior written consent.
- 6.2. Despite any sub-contract made in accordance with clause 6.1, the Seller shall remain responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were its own.

7. Warranty

- 7.1. Seller warrants to L&B that the goods sold or services provided to L&B:

- 7.1.1. 将合理地适合卖方明确或默示提出或 L&B 知悉的任何目的，并且适合供 L&B 在其日常业务中使用；
- 7.1.2. 将符合 L&B 《机械和工具健康与安全标准》规定的任何相关要求，以及/或者将根据 L&B 的“承包商安全和管家角色计划”和/或 L&B 的《制造系统网络和远程访问政策》提供；
- 7.1.3. 具有良好质量，并且如卖方根据第 4.7 条提供的有关质量相关文件所述，商品不存在工艺、材料和设计上的缺陷，而且商品是全新且未使用过的；
- 7.1.4. 就服务而言，将采用合理的技能和注意义务，并符合合格专业人士所要求的标准；
- 7.1.5. 将在所有方面与 L&B 要求且书面批准的规格、图纸和/或任何参考样品相一致；
- 7.1.6. 不会损害为了任何合理可预见的目的而使用或处理相关商品的任何人的健康或安全；
- 7.1.7. 在生产时不违反任何适用法律、法规或强制性或推荐的工业标准，也不任用监狱劳工、童工或任何奴隶生产；
- 7.1.8. 将遵守所有适用的法定要求和法规；以及
- 7.1.9. 不会直接或间接侵犯任何第三方的知识产权。
- 7.2. 卖方进一步保证，根据第 4.7 条提供给 L&B 的任何信息或文件均真实准确，而且提供给 L&B 的任何产品或服务均符合此类信息。
- 7.3. 如果任何商品或服务不符合第 7.1 条中的任何保证，并且在不影响 L&B 可能拥有的任何其他救济的情况下，在商品交付或服务提供完成后的两 (2) 年内的任何时候，L&B 均有权自行决定，要求卖方在十四 (14) 个公历日内或者在 L&B 规定的或双方约定的其他时间内，自费修理或更换任何此类缺陷商品、纠正或重新履行未正确履行的任何服务，并偿还 L&B 在追讨和退回此类商品时发生的所有费用。对商品的此类保证也适用于修理或更换的商品或服务，保证期同初始保证期相同。
- 7.4. 如果卖方未能根据第 7.3 条的规定，在十四 (14) 个公历日内或 L&B 规定的其他时间内修理或更换任何商品或提供进一步服务，则 L&B 有权从其他渠道购买替代商品或获取相关服务，并且 L&B 在获取替代商品或服务时所支付的任何款项均应由卖方全额偿还给 L&B。
- 7.5. 在合理通知卖方后且在正常营业时间的合理时间内，L&B 有权在交付前的任何时候对商品进行检验和测试。如果在此类检验或测试之后，L&B 认为商品不符合或不太可能符合第 7 条中卖方的承诺，则 L&B 应通知卖方，卖方应采取为确保符合所需的补救措施。尽管 L&B 有任何此类检验或测试，卖方仍应对商品负全部责任，并且任何此类检验或测试均不应减少或以其他方式影响卖方在合同项下的义务（包括商品或服务的交付/履行的时间以及 L&B 就此支付的价格），在卖方采取补救措施后，L&B 有权进行进一步的检验或测试。
- 7.6. 此处第 7 条中规定的补救措施和保证应是对法律所默示或可得到的补救措施和保证的补充，并且应持续有效，即使 L&B 接受了可获得此类补救方法和保证的所有或部分商品或服务。
- 8. 遵守法律**
- 在履行合同项下的义务时，卖方应遵守不时有效的所有适用法律、法令和法规。如有违反此处第 8 条的行为，双方可立即终止合同。特别是，卖方应当让自己了解并遵守与商品供应和出口管制（包括出口许可）有关的所有相关贸易法规，并且要全权负责且应始终遵守其根据经济制裁法律承担的与任何合同适用的商品的制造和/或供应或服务的履行有关的义务。
- 9. 责任**
- 9.1. 卖方应承担下述赔偿责任，使 L&B、其代理、员工、高级职员、子公司、关联公司和受让人完全免于遭受任何损失，包括但不限于被判决承担的或者其发生的或 L&B（无论是支付给自己的客户还是第三方）支付的损失、损害赔偿、费用和开支（包括律师费），而这些直接或间接由于或涉及 (i) 卖方违反就商品或服务作出的任何保证的行为；(ii) 任何声称商品或服务、商品的进口、使用或转售侵犯了任何其他人的专利、版权、设计权、商标或其他知识产权的主张；以及 (iii) 卖方或其员工、代理或分包商在履行其在合同项下的义务时的任何作为或不作为。
- 7.1.1. will be reasonably fit for any purpose expressly or impliedly held out by the Seller or made known by L&B and for use by L&B in the ordinary course of its business;
- 7.1.2. will conform to any relevant requirements set out in L&B's Health and Safety Standard for Machine and Tools and/or will be supplied in compliance with L&B's Contractor Safety and Housekeeping Roles Program and/or L&B's Manufacturing Systems Network and Remote Access Policy;
- 7.1.3. will be of good quality and as indicated in relevant quality-related documents provided by the Seller under clause 4.7, free from defects in workmanship, materials and design and goods shall be brand new and shall have not been used;
- 7.1.4. with regard to services, will be provided with reasonable skill and care and to the standard required of competent professionals;
- 7.1.5. will correspond in all respects with the specifications, drawings and/or any reference sample requested and approved in writing by L&B;
- 7.1.6. will not be detrimental to the health or safety of any person using or handling the goods in question for any reasonably foreseeable purpose;
- 7.1.7. are neither produced, in violation of any applicable laws, regulations or mandatory or recommended industrial standards nor made by prison labour or child labour or by any slave;
- 7.1.8. will comply with all applicable statutory requirements and regulations; and
- 7.1.9. will not, directly or indirectly, infringe the intellectual property rights of any third party.
- 7.2. The Seller further warrants that any information or document provided to L&B pursuant to clause 4.7 is true and accurate and that any product or service provided to L&B conforms to such information.
- 7.3. In the event that any goods or services do not comply with any of the warranties in clause 7.1 and without prejudice to any other remedy that L&B may have, L&B shall be entitled at any time during the period of two (2) years following the date of delivery of goods or of completion of the provision of services, and at its sole discretion, to require the Seller, at the Seller's sole expense, to repair or replace any such defective goods or to correct or re-perform any services not properly performed within fourteen (14) calendar days or such other period as is specified by L&B or agreed between the parties and to reimburse L&B with all costs incurred in recovering and returning such goods. Such warranty on the goods will also be applicable on repaired or replaced goods or services for the same warranty period as the initial warranty period.
- 7.4. If the Seller fails to repair or replace any goods or provide further services within fourteen (14) calendar days or such other period as is specified by L&B in accordance with clause 7.3, L&B shall have the right to purchase replacement goods or procure relevant services from another source and any sum paid by L&B in obtaining replacement goods or services shall be fully reimbursed by the Seller to L&B.
- 7.5. L&B has the right to inspect and test the goods at any time before delivery upon reasonable notice to the Seller and at reasonable times during normal business hours. If following such inspection or testing L&B considers that the goods do not conform or are unlikely to comply with the Seller's undertakings in clause 7, L&B shall inform the Seller and the Seller shall take such remedial action as is necessary to ensure compliance. Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the goods and any such inspection or testing shall not reduce or otherwise affect the Seller's obligations under the Contract (including the time(s) for delivery/performance of goods or services and the price payable therefor by L&B), and L&B shall have the right to conduct further inspections and tests after the Seller has carried out its remedial actions.
- 7.6. The remedies and warranties provided for in this clause 7 shall be in addition to those implied by or available at law and shall continue in force notwithstanding acceptance by L&B of all or part of the goods or services in respect of which such warranties and remedies are available.
- 8. Compliance with laws**
- In performing its obligations under the Contract, the Seller shall comply with all applicable laws, statutes, and regulations from time to time in force. L&B may immediately terminate the Contract for any breach of this clause 8. In particular, the Seller shall inform itself about and comply with all relevant trade regulations related to the supply of goods and export control (including export licensing) and is solely responsible for, and shall at all times comply with its obligations under, economic sanctions law relevant to the manufacture and/or supply of goods or the performance of services applicable to any Contract.
- 9. Liability**
- 9.1. The Seller shall indemnify and hold harmless L&B, its agents, employees, officers, subsidiaries, affiliates and assigns in full against any liability whatsoever, including, without limitation, for losses, damages, costs and expenses (including attorney's fees) awarded against or incurred or paid by L&B (whether to its own customers or any third party) indirectly or directly arising from or as a consequence of or in connection with (i) breach of any warranty given by the Seller in relation to the goods or services; (ii) any claim that the goods or services, the importation, use or resale of goods, infringe on patents, copyrights, design

9.2. 应 L&B 的要求, 卖方应向 L&B 转让卖方从任何第三方收到的与商品有关的所有保证、赔偿或其他约定的利益。

10. 终止

10.1. L&B 可在任何时候单方面终止合同, 但前提是其补偿卖方已经交付或正确履行的合同, 以及卖方因此类终止而直接产生的经证实的费用。终止时全部或部分生产的产品应根据 L&B 的请求移交给 L&B。L&B 没有义务接收在合同终止时已全部或部分生产的产品。然而, 在不违反适用法律的前提下, 对于因此类终止或因 L&B 任何其他违反合同的行为而导致的任何间接损失, 均不提供任何赔偿。

10.2. 如果发生以下任何事件, L&B 可终止合同, 并立即生效, 且不承担任何责任:
(i) 卖方的管理层、业务、资产或股份发生重大变化; (ii) 卖方破产、债务延期偿付、接管、清算或卖方与其债权人之间任何形式的和解; 或者 (iii) L&B 认为可能会对卖方履行其在合同项下义务的能力产生重大影响的任何情况。

11. 不可抗力

11.1. 如果发生不可抗力, 在不可抗力事件持续期间, 任何一方均应被免除其在合同项下对另一方的义务, 并且不受此类义务的约束, 但前提是未履约方在获悉不可抗力事件后立即书面通知另一方。未履约方应采取一切合理的努力消除不可抗力事件, 并在实际可能的情况下尽快恢复履行受影响的义务。

11.2. 任何一方均不对因不可抗力事件而直接或间接导致的违约所造成的损失承担责任。

11.3. 以下情况应视为是“不可抗力”事件: 超出一方合理控制范围的、阻碍或阻止该方履行其对另一方义务的情况或事件, 包括但不限于战争、叛乱、火灾、水灾、政府的决定或干预。设备或基本机械的故障、紧急维修或维护、卖方的任何分包商违约不应被视为“不可抗力”事件。

11.4. 如果不可抗力事件持续超过六十 (60) 个日历日, 任何一方均有权终止合同, 无需任何法院干预, 也无需向另一方支付任何赔偿。在这种情况下, L&B 支付的任何款项将予以退还, 但不包括因卖方在合同终止前所做的工作向卖方支付的合理金额。

12. 公开和保密

12.1. 未经 L&B 事先书面同意, 卖方不得公开宣布或披露存在本合同或其条款和条件, 或者公布或发布任何有关合同的宣传信息。

12.2. 卖方应对 L&B 的任何专有信息 (包括但不限于产品规格、生产方法、产品配方、关于营业额、利润率、利润、经营策略和客户的信息, 下称“**保密信息**”) 严格保密, 并且应仅在履行合同所需的范围内使用保密信息。在限制前述规定一般性的前提下, 未经 L&B 事先明确书面授权, 卖方不得在任何专利或商标申请或任何其他知识产权申请中包含任何保密信息。

13. 可分割性

如果合同的任何规定 (包括本条款和条件) 或其对任何人或任何情况的适用性被认为无效、非法或不可执行, 则此类无效、非法性或不可执行性不影响在没有此类无效、非法或不可执行性条款或其应用的情况下可生效的任何其他条款, 因此, 合同其余条款不受影响。无效、非法或不可执行的合同条款应以最接近双方订立合同时意图的有效、合法或可执行的条款取代。

14. 适用法律和争议解决

14.1. 合同以及因执行本合同发生的或与本合同有关的一切争议或索赔, 或合同的物或其签订 (包括非合同争议或索赔) 均应完全受 L&B 公司注册国家/地区法律的管辖, 与法律和《联合国国际货物销售合同公约》(1980 年 4 月 11 日) 条例冲突除外。

14.2. 对于双方之间的任何争议, 卖方仅有权在 L&B 公司注册地的法院提起法律诉讼, 而 L&B 有权自行酌情决定在 L&B 注册地或卖方注册地的法院提起法律诉讼。

rights, trademarks or other intellectual property rights of any other person; and (iii) any act or omission of the Seller or its employees, agents or subcontractors in performing its obligations under the Contract.

9.2. The Seller shall at the request of L&B, assign to L&B the benefit of all warranties, indemnities or other covenants received by the Seller from any third party in connection with the goods.

10. Termination

10.1. L&B may terminate a Contract unilaterally at any time, provided that it compensates the Seller for what has already been delivered or performed properly and for Seller's proven costs as a direct result of such termination. Products whole or partially produced at the time of termination will be turned over to L&B upon its request. L&B is not obligated to take delivery of what has been whole or partially produced at the time of termination. Without prejudice to applicable law, however, no compensation shall be paid for any Consequential Losses arising from such termination or arising from any other breach of a Contract by L&B.

10.2. L&B may terminate a Contract with immediate effect and without any liability, if one of the following events occur: (i) a material change in Seller's management, business, assets or shareholdings; (ii) bankruptcy, moratorium, receivership, liquidation of the Seller or any kind of composition between the Seller and its creditors; or (iii) any circumstances which are, in the opinion of L&B, likely to affect materially Seller's ability to carry out its obligations under the Contract.

11. Force majeure

11.1. In the event of force majeure, either party shall be released and not bound to fulfil its obligations to the other party under the Contract for the duration of the force majeure event, provided that the non-performing party gives written notice to the other party of the force majeure event promptly after becoming aware of it. The non-performing party shall exercise all reasonable efforts to eliminate the force majeure event and to resume performance of its affected obligations as soon as practically possible.

11.2. Neither Party is liable for any damage that is a direct or indirect consequence of a breach of the Contract due to a force majeure event.

11.3. As events of 'force majeure' shall be considered: circumstances or events beyond a party's reasonable control, which hinder or prevent such party from fulfilling its obligations towards the other party, including but not limited to war, rebellion, fire, flood, decisions or interventions of governments. Breakdown of plant or essential machinery, emergency repair or maintenance or default of any subcontractor of Seller shall not be considered as events of 'force majeure'.

11.4. If the force majeure event lasts longer than sixty (60) calendar days, either party is entitled to terminate the Contract without any court intervention being required, and without any compensation due to the other party. In such event, any sums paid by L&B will be refunded save to the extent that a fair sum shall be paid to the Seller in recognition of work done to the point of termination.

12. Publicity and Confidentiality

12.1. Seller will not publicly announce or disclose the existence of the Contract or its terms and conditions, or advertise or release any publicity regarding the Contract without the prior written consent of L&B.

12.2. Seller shall keep any proprietary information of L&B, including but limited to product specifications, production methods, product recipes, information on turnover, margins, profit, business strategies and customers ("CONFIDENTIAL INFORMATION"), STRICTLY CONFIDENTIAL AND SHALL USE CONFIDENTIAL INFORMATION EXCLUSIVELY IN SO FAR AS IS NECESSARY FOR THE PERFORMANCE OF A CONTRACT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SHALL NOT INCLUDE ANY CONFIDENTIAL INFORMATION IN ANY PATENT OR TRADEMARK APPLICATION OR APPLICATION FOR ANY OTHER INTELLECTUAL PROPERTY RIGHT WITHOUT PRIOR EXPRESS WRITTEN AUTHORISATION BY L&B.

13. Severability

If any provision of the Contract (including these terms and conditions) or the application thereof to any person or circumstance, is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision which can be given effect without the invalid, illegal or unenforceable provision or its application and to this end the remaining provisions hereof will remain unaffected. The invalid, illegal or unenforceable provision shall be replaced by such valid, legal or enforceable provision which comes closest to the intention of the Parties as at the conclusion of the Contract.

14. Applicable law and dispute resolution

14.1. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or its conclusion (including non-contractual disputes or claims), shall be governed exclusively by the laws of the country of incorporation of L&B, with the exclusion of the rules on conflicts of laws and the UN Convention on Contracts of the International Sale of Goods dd. 11 April 1980.

14.2. For any dispute between the Parties, the Seller is only entitled to initiate legal proceeding in the courts of the place where L&B is incorporated whilst L&B shall, at its sole discretion, be entitled to initiate legal proceeding either in the courts of the place where L&B is incorporated or the place where the Seller is incorporated.

15. 语言

本通用采购条件以中文和英文书写。如有任何冲突，应以中文版为准。

16. 遵守反奴役和贩卖人口的法律和政策

16.1. 卖方在履行其在合同项下的义务时应：

16.1.1. 不从事任何直接或间接构成、相当于或促进任何形式奴役、强迫劳动、抵债性劳动或以任何方式贩卖人口的活动、做法或行为（下称“**奴役**”）；

16.1.2. 遵守不时适用于卖方的一切适用的反奴役和贩卖人口的法律、法令、法规和强制性准则；

16.1.3. 不采取任何与 L&B 的反贿赂政策不相符的行动（请参阅 <https://investors.lowandbonar.com/corporate-governance/anti-bribery-policy> 会不时进行修订）；

16.1.4. 不采取任何与 L&B 的反奴役政策不相符的行动（请参阅 <https://investors.lowandbonar.com/~media/Files/L/Low-And-Bonar-IR/content-pdfs/modern-slavery-act-statement.pdf> 会不时进行修订）；以及

16.1.5. 在卖方或其高级职员、员工或其他与之相关的人被判犯有任何涉及奴役的罪行，以及/或者成为任何政府、行政或监管机构就任何与奴役有关的罪行或指称的罪行进行的任何调查、调查或执法程序的对象时，告知 L&B。

17. 双方之间的关系

本条件中没有内容可被视为在双方之间构成任何合伙、代理、附属、合资或其他合作企业关系，并且卖方无权以任何方式让 L&B 作出承诺或让 L&B 受到约束，也无权为 L&B 或代表 L&B 承担任何责任或义务。

18. 通用数据保护条例和其他数据保护要求

L&B 的隐私政策将管辖其据以收集和处理的卖方个人数据的条件，该政策位于 <https://www.lowandbonar.com/privacy-policy/>。

15. Language

These General Conditions of Purchase are written in Chinese and in English. In case of any conflict, the Chinese version shall prevail.

16. Compliance with Anti-Slavery and Human Trafficking Laws and Policies

16.1. In performing its obligations under a Contract, the Seller shall:

16.1.1. not engage in any activity, practice or conduct which would constitute, amount to or promote, whether directly or indirectly, any form of slavery, forced labour, bonded labour or human trafficking in any manner ("**Slavery**");

16.1.2. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and mandatory codes in force from time to time applicable to it;

16.1.3. not take any action which would be incompatible with L&B's Anti-Bribery Policy (see <https://investors.lowandbonar.com/corporate-governance/anti-bribery-policy> as amended from time to time), and

16.1.4. not take any action which would be incompatible with L&B's Anti-Slavery Policy (see <https://investors.lowandbonar.com/~media/Files/L/Low-And-Bonar-IR/content-pdfs/modern-slavery-act-statement.pdf>, as amended from time to time); and

16.1.5. inform L&B if the Seller or any of its officers, employees or other persons associated with it is convicted of any offence involving Slavery and/or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with Slavery.

17. Relationship between the Parties

Nothing in these Conditions shall be deemed to constitute any partnership, agency, association, joint venture or other co-operative enterprise between the Parties and the Seller has no powers to commit or bind L&B in any way or to incur any liability or obligations for or on behalf of L&B.

18. GDPR and other Data Protection Requirements

L&B's privacy policy, which will govern the conditions under which it may collect and process personal data of the Seller, are set out at <https://www.lowandbonar.com/privacy-policy/>.