

DSM General Purchase Conditions

619-5-15 W02

DSM通用采购条件619-5-15 W02

1. DEFINITIONS

1. 定义

Goods

shall mean the design, services, materials and/or equipment and all pertaining documents to be supplied as specified in the Purchase Order and any part or component thereof and incorporated therein.

货物

指图纸、服务、材料和/或设备及所有在采购订单和采购订单的任何部分或组成部分中所载和包括的附属文件。

Purchaser

shall mean the corporation or the company which issues the Purchase Order. The words Buyer, Company and Owner which may be used elsewhere in the Purchase Order shall have the same meaning as Purchaser.

采购方

指开具采购订单的企业或公司。可能在采购订单其他处使用的买方、公司和所有人的语词，应与采购方一词具有相同的含义。

Supplier

shall mean the person, corporation, or company identified in the Purchase Order as the Supplier of the Goods.

The words Vendor, Seller and Successful Bidder which may be used elsewhere in the Purchase Order shall have the same meaning as Supplier.

供货方

指在采购订单中指明的，作为货物的供应者的个人、企业或公司。可能在采购订单其他处使用的卖主、卖方和中标人的语词应与供货方一词具有相同的含义。

Subsupplier

shall mean any person, corporation, or company, other than Purchaser, having a contract with Supplier for the supply of the Goods or a part of the Goods. The words Subvendor and Subcontractor which may be used elsewhere in the Purchase Order shall have the same meaning as Subsupplier.

分包商

指与供货方就货物或部分货物的供应订有合同的任何个人、企业或公司，但采购方除外。可能在采购订单其他处使用的次卖主和分包方的语词与分包商一词具有相同的含义。

Purchase Order

shall mean the order or purchase order issued by Purchaser, or by others for and on behalf of Purchaser, and all the specifications, drawings and documents explicitly listed therein as an attachment to the Purchase Order.

采购订单

指采购方或为采购方利益并代表采购方的其他方开具的订单、采购订单，以及所有在采购订单中明确列出

的作为采购订单附件的明细单、图样和文件。

2. AGREEMENT

2. 协议

2.1 The Purchase Order is binding for Purchaser if it has been given or confirmed by Purchaser in writing.

2.1 如采购订单已由采购方书面作出或确认，则该采购订单对采购方具有约束力。

2.2 Supplier is deemed to have accepted the Purchase Order upon signing and returning the Purchase Order confirmation form within 10 working days after receipt of the Purchase Order or if he has commenced with the execution of the Purchase Order.

2.2 如供货方于收到采购订单的10个工作日内签署并交还采购订单确认表，或供货方已着手执行采购订单，则供货方被视为已接受该采购订单。

2.3 Purchase Order confirmations which contain modifications or deviations to the conditions of the Purchase Order are only binding if accepted in writing by Purchaser.

2.3 若采购订单确认表中包含变更或背离采购订单条件的内容，仅在经采购方对其书面接受后方具约束力。

2.4 Supplier shall abstain from counterconfirmation in detail unless specifically asked for in the Purchase Order.

2.4 除非在采购订单中已有明确要求，供货方应放弃具体的反确认请求。

2.5 These Purchase Conditions are an integral part of the Purchase Order and supersede and replace any of Supplier's selling terms.

All terms and conditions included in, referred to or attached to Supplier's quotation as well as any subsequent correspondence are hereby declared null and void unless specifically included and spelled out in the Purchase Order. Purchaser does expressly not accept the applicability of general conditions of Suppliers.

2.5 采购条件为采购订单的组成部分，并取代和替换供货方的任何销售条款。除非采购订单中明确包括或清楚说明，在此声明，所有包含于、涉及或随附于供货方报价单的条款和条件以及任何此后的通信均予废止、归为无效。采购方明确不接受适用供货方通用条件。

2.6 Items of Goods not specified in the Purchase Order but necessary for the proper, safe and efficient operation, construction or maintenance of the Goods and for the fulfilment 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 Purchaser unless otherwise specified in the Purchase Order.

2.6 未在采购订单中予以明确的货物项目，但为适当、安全和有效地运营、建设或维护货物以及为履行供货方承诺所必需，则该等货物项目被视为包括在采购订单内，且应由供货方不计任何额外费用地向采购方提供和/或履行，但采购订单内另有规定的除外。

3. PRICE

3. 价格

Supplier shall execute the Purchase Order against the price or prices mentioned therein.

Unless expressly stated to the contrary, prices stated in the Purchase Order are fixed and firm and not subject to any changes and inclusive of any import and/or export duties and taxes and exclusive of Value Added Tax.

供货方应依照采购订单中确定的价格执行采购订单。除非明确作出相反约定，在采购订单中确定的价格是固定的、稳定的，且不受任何变化的影响，并包括任何进口关税和/或出口关税和税赋，而不包括增值税。

4. DELIVERY

4. 交付

4.1 The Incoterms 2000, issued by the International Chamber of Commerce, are applicable to the delivery-conditions specified in the Purchase Order, unless exceptions thereto are specified in the Purchase Order.

4.1 除非采购订单中另行列出例外情形，由国际商会制定的国际贸易术语解释通则2000适用于采购订单中规定的交付条件。

4.2 Delivery of the Goods shall be effected in adequate packaging commensurate with the required mode of transportation, handling and storage of the Goods.

The cost of packaging is included in the prices of the Purchase Order. Costly packaging will have to be taken back by Supplier against repayment of the charged cost. Purchaser will not pay any caution money, rental or cost of wear.

4.2 货物的交付应当采用与所需的货物运输、处理及贮存方式相称的适当包装。

采购订单的价格包括包装费用。昂贵的包装将由供货方收回，供货方须为此偿还已收取的费用。采购方将不支付任何保证金、租金或磨损费用。

5. DELIVERY TIME

5.交付时间

5.1 The date of delivery of the Goods specified in the Purchase Order is binding and of the essence of the Purchase Order.

The mere fact of exceeding the date of delivery places the Supplier in default, in which case Purchaser is entitled either to cancel the Purchase

Order in whole or in part or to claim performance by Supplier, but in either case without prejudice to Purchaser's rights to indemnification.

5.1采购订单中规定的货物的交付时间具有约束力且对采购订单而言是至关重要的。

仅需有供货方超过交付时间交付货物的事实，即可构成供货方违约，在该等情形下，采购方有权撤销采购订单的全部或部分，或就供货方的违约行为提出索赔，但在任何一种情况下采购方的赔偿请求权不受影响。

5.2 Without prejudice to Supplier's obligations to deliver the Goods at the specified date and place, Supplier shall immediately notify Purchaser in writing at the moment any delay is foreseen. Supplier shall in such case immediately submit its proposal indicating the measures Supplier shall take at its own account to make good the delay in order to maintain the agreed upon delivery date.

5.2 在不影响供货方在规定的的时间和地点交付货物的义务的前提下，供货方应立即以书面通知采购方当时所预见的任何迟延。在该等情形下，供货方应立即提交其建议，该建议中应载明，为确保在一致约定的交付日期履行，供货方应自行承担费用以弥补可能的迟延所采取的措施。

5.3 Should Supplier fail to take foresaid measures or should Purchaser not approve the measures, Purchaser reserves the right to require Supplier to forthwith implement, for Supplier's account, the measures Purchaser deems necessary.

5.3 倘若供货方未采取上述措施或采购方未批准该等措施，采购方保留要求供货方立即执行采购方认为必要的措施，并由供货方承担相应费用的权利。

5.4 In the event Purchaser determines that Supplier's performance is such that it will cause a substantial delay in delivery of the Goods, Purchaser reserves the right to remove, upon written notice to Supplier, the Goods or any part thereof from Supplier's and/or Subsuppliers' premises and to complete the manufacture or have the manufacture completed by any means for Supplier's account and without prejudice to any other rights Purchaser may have under the Purchase Order or at law.

5.4 如果采购方确定供货方的行为将导致货物交付的实质性迟延，采购方保留经书面通知供货方后，从供货方和/或分包商的场所转移货物或其任何部分的权利，并保留自行完成生产或以任何方式完成生产，并由供货方承担该等费用的权利，且采购方基于采购订单或根据法律所可能享有的任何其他权利不受前述情形的影响。

5.5 Supplier shall expedite delivery of the Goods within its own organisation and with its Subsuppliers. Purchaser reserves the right to

expedite delivery of the Goods and to enter the premises of Supplier and its Subsuppliers at any time. For the benefit of Purchaser Supplier shall stipulate the same rights from its Subsuppliers. Purchaser may request Supplier to submit unpriced copies of contracts with Subsuppliers for the purpose of expediting.

5.5 供货方应利用其自身组织并和其分包商从速处理货物的交付事宜。采购方保留要求加速交付货物以及在任何时候进入供货方及其分包商的场所的权利。供货方为保障采购方的利益，应向其分包商要求取得相同的权利。采购方为加速货物交付之目的，可要求供货方提交其与分包商之间所订立合同的未经标价的复印件。

6. ASSIGNMENT

6. 转让

Supplier shall not assign the Purchase Order or any part thereof or any benefit or interest thereunder without the prior written approval of Purchaser. Purchaser reserves the right to assign the Purchase Order or any part thereof or any benefit or interest thereunder to others, without the prior written approval of Supplier.

未经采购方事先书面同意，供货方不得转让采购订单或其任何部分，或者转让前述订单或其任何部分项下的任何利益或权益。采购方保留不经供货方事先书面批准，向他方转让采购订单或其任何部分，或者转让前述订单或其任何部分项下的任何利益或权益的权利。

7. SUBCONTRACTING

7. 分包

The Purchase Order or part of same may not be contracted to any Subsupplier without prior written approval of Purchaser. Subsuppliers are to be notified by Supplier that work carried out may be subject to Purchaser's inspection, expediting and approval. Subcontracting does not relieve Supplier from any responsibility or liability under the Purchase Order. Supplier warrants that Subsuppliers shall abide by the same obligations as contained in the Purchase Order as far as applicable, such as by way of example guarantee, ownership, risk, secrecy, inspection, etc.

无采购方的事先书面同意，采购订单或采购订单的部分不得分包给任何分包商。供货方将通知分包商所进行的工作须取决于采购方的检查、加速及同意。分包并不免除供货方在采购订单项下的任何义务或责任。供货方保证，分包商应在最大限度内遵循采购订单中所包含的同样的义务，如保证、所有权、风险、保密、检验等。

8. GUARANTEE

8. 保证

8.1 Supplier guarantees that the Goods will be new and free from defects and will in all respects

meet the requirements specified in the Purchase Order and that they will be and remain suitable for the actual purpose for which Purchaser wants to use them as far as this purpose can be known to Supplier.

8.1 供货方保证货物为新货物，且无瑕疵，并在所有方面符合采购订单中规定的要求，同时该等货物将会且持续会符合采购方使用它们以期达到且可为供货方知晓的实际用途。

8.2 This guarantee is limited to a period of 24 (twenty four) months from putting the Goods into operation, unless stated otherwise in the Purchase Order.

8.2 除采购订单中另有约定外，上述保证的期间自货物交付运行之日起不超过24(二十四)个月。

8.3 Repaired or replaced parts will be guaranteed for a period of 24 (twenty four) months from the repair or replacement date or up to the end of the guarantee period set forth in Article 8.2 above, whichever occurs later.

8.3 修理或更换过的部分的保证期为自修理或更换之日起24(二十四)个月，或截至以上第8.2条规定的保证期结束为止，以后到的日期为准。

8.4 The guarantee 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 putting into operation has been delayed as a result of a defect to which this guarantee applies.

8.4 如果货物为本保证所担保的瑕疵原因而导致其无法运作或已被延迟投入运作，则货物的保证期应延长至与前述情形延续的时间相对等的任何期间。

8.5 Supplier shall indemnify and hold harmless Purchaser from any claims by third parties, directly or indirectly resulting from the execution of the Purchase Order.

8.5 供货方应赔偿并使采购方免受任何因采购订单的执行而直接或间接引起的第三方请求而导致的损害。

8.6 During the guarantee period Supplier shall, upon notification by Purchaser, repair for his own account and risk all existing or subsequently occurring defects of the Goods, to Purchaser's satisfaction immediately upon receipt of the notification or at a point in time mutually agreed by the parties.

8.6 在保证期间内，供货方经采购方通知，应在收到通知后立即或在双方共同约定的一个时间点，自行承担费用及风险，修理所有货物既有及此后将有的瑕疵，直至采购方满意。

8.7 If Supplier fails to comply with its obligations set forth under the guarantee, Purchaser is, upon formal notification to Supplier, entitled to carry out the repair work himself or to have it carried out by a third party for Supplier's account, without

prejudice to Supplier's obligations under the guarantee.

Purchaser is in such case entitled to withhold outstanding portions of the purchase sum until all guarantee requirements have been fulfilled, without prejudice to Purchaser's rights to indemnification.

8.7如果供货方未能遵守保证项下规定的义务，采购方经正式通知供货方，在不影响供货方在保证项下所承担义务的情况下，有权自行进行修理工作，或委派第三方进行该等工作，并由供货方承担费用。

在上述情形下，采购方有权拒付采购金额的未付部分款项，直至所有保证要求均获实现，而采购方的赔偿请求权不受影响。

9. INSPECTION AND TESTING

9. 检查和检验

9.1 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.

9.1 在货物生产期间内，供货方应审慎和持续地管理和检验材料的质量以及生产运作的情况，以确保货物符合采购订单的要求。

9.2 Supplier shall ensure that Purchaser 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 Subsuppliers or wherever else the Goods may be or the work is carried out.

9.2 供货方应保证，无论在供货方的工厂、其分包商的工厂、货物所在的或进行工作的其他任何地方，采购方或其指定之人均有机会在生产、制造或组装期间或之后的任何时间检查货物和采购订单项下的工作进程。

9.3 Performance or non-performance of any such inspection or check does not relieve Supplier of any obligation or liability under the Purchase Order.

9.3 进行或不进行任何该等检验或检查并不免除供货方在采购订单项下的任何义务或责任。

9.4 Supplier shall make available to Purchaser's inspector the measurement equipment required to perform the inspection with sufficient accuracy.

9.4 供货方应向采购方的检验人员提供进行足够准确的检验所需的测试设备。

9.5 Cost for additional inspection by Purchaser caused by reasons within Supplier's responsibility shall be for Supplier's account. These cost shall include cost for salaries during working and travelling hours, as well as cost for boarding and

lodging.

9.5 因归结于供货方责任的原因所造成的采购方进行额外检查的费用应由供货方承担。该等费用应包括工作及差旅期间的薪酬，以及交通和住宿费用。

9.6 In order to allow Purchaser to attend tests on any materials or carry out inspection at agreed upon hold-points, Supplier shall inform Purchaser at least 5 (five) working days in advance of the foreseen testing date. Supplier shall clearly indicate which parts or items of equipments are ready for testing and/or inspection.

9.6 为允许采购方参加任何材料的检验或在约定的限止点进行检验，供货方应在预期测试日前至少提前5(五)个工作日通知采购方。供货方应清楚地表明设备哪些的部件或项目业已准备妥当可供检验和/或检查。

9.7 Any expense related to the tests, the compilation of the reports and the supply of certificates will be for Supplier's account.

9.7与检验、制作报告及提供证明有关的任何费用，将由供货方承担。

9.8 Certificates shall be issued by qualified institutes.

9.8证明应由有资质的机构出具。

9.9 Any cost for inspection tests such as mechanical, chemical, hydrostatic, X-ray, ultrasonic and laboratory tests as well as any personal expenses for third party inspectors, such as cost for travel, living and salaries are for Supplier's account, unless otherwise specified in the Purchase Order. In addition to the above, Purchaser 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 cost of additional testing are for Supplier's account.

9.9 任何检验检查费用，如机械、化学、静水力学、X射线、超声波和实验室检验，以及任何第三方检验人员的个人费用，如交通费、住宿费和薪酬，均应由供货方承担，但采购订单另有规定的除外。除上述之外，采购方有权要求另行检验。如果货物经检验后确定为不符合采购订单的要求，则所有的另行检验的费用应由供货方承担。

9.10 Purchaser reserves the right to entrust the inspection to third parties.

9.10采购方保留将检验委托给第三方进行的权利。

9.11 Unless otherwise agreed in writing, inspection of the Goods may also take place after arrival of the Goods on the premises of Purchaser. Such inspection may be additional to earlier inspections at other locations. Goods which are rejected are deemed not to have been delivered. Returning of rejected goods shall be for account and risk of Supplier.

Purchaser reserves the right to cancel the Purchase Order in its entirety or in part at no cost

to Purchaser, in the case of rejection of Goods.

9.11 除非另有书面约定，货物的检验也可在货物抵达采购方的场所后进行。该等检验独立于先前在其他地点所进行的检验。被拒收的货物不视为已经被交付，供货方应就被拒收货物的返还承担费用及风险。在拒收货物的情形下，采购方保留取消采购订单的全部或部分，且不承担任何费用的权利。

9.12 If requested, Supplier shall repair rejected Goods as far as possible and/or necessary and leave them in free use to Purchaser until Purchaser has received Goods in replacement which meet the relevant requirements and the rejected Goods can be returned.

Also in this case Purchaser retains all rights which arise from rejection or non-performance.

9.12 如经要求，供货方应尽快修理拒收货物，并将该等货物留由采购方自由使用，直至采购方收到符合有关要求的更换货物，则拒收货物可被返还。在该等情形下，采购方还保留因拒收或不履行产生的所有权利，

9.13 Payment does not constitute acceptance of the Goods.

9.13 付款并不视作对货物的接受。

9.14 Article 23 of Book 7 of the Dutch Civil Code is not applicable to the Purchase Order.

9.14 荷兰民法典的第7部分第23条不适用于采购订单。

10. DEVIATIONS

10. 背离

10.1 Supplier shall in no case deviate from the specifications laid down in the Purchase Order, nor deviate in any other sense from the Purchase Order, unless he has obtained an authorization in writing from Purchaser.

10.1 除非已获得采购方的书面授权，供货方在任何情况下不得背离采购订单中确定的规格，也不得在任何其他意义上有悖于采购订单的规定。

10.2 Approval by Purchaser of drawings, samples or other proposals shall not imply approval of deviations unless explicit confirmation is given in writing.

10.2 除非以书面明确作出确认，采购方对图纸、样品或其他提议的认可，不应意味着对其背离情形的允许。

10.3 Where the designation 'or equivalent' is used in Purchase Order, any material proposed as equivalent by Supplier will require previous approval by Purchaser in writing.

10.3 在采购订单使用品名或“同等物”的情况下，供货方所提议作为同等物的任何材料，均应取得采购方的事先书面同意。

11. SET-OFF OF DEBTS

11. 债务的抵销

Amounts which Purchaser at any time owes to or can claim from Supplier or any enterprise forming part of Supplier's company or group of

companies, can always be set off by Purchaser against amounts which Purchaser or any of its affiliated companies can claim from or is due to Supplier or any enterprise forming part of Supplier's company or group of companies.

采购方始终得以将其在任何时候应支付的或供货方或构成供货方公司或公司集团一部分的任何企业可向其主张的债务，以供货方或构成供货方公司或公司集团一部分的任何企业应支付的或采购方或其任何关联公司可向对方主张的债权予以抵销。

12. SECRECY

12. 保密

Supplier shall treat as confidential all information and data directly or indirectly obtained from Purchaser under the Purchase Order and shall not make such information and data available to any third parties, except when necessary in connection with the execution of the Purchase Order, and shall not use such information and data for any other purpose than for the execution of the Purchase Order.

供货方应将根据采购订单从采购方直接或间接地取得的所有信息及数据予以保密，且不得向任何第三方提供该等信息及数据，但为执行采购订单而有必要提供的除外，同时供货方不得为执行采购订单以外的任何其他目的使用该等信息及数据。

13. LIABILITY

13. 责任

Supplier shall be liable, without formal notice of non-compliance being required, for any loss or damage incurred by Purchaser due to Supplier's or Subsupplier's non-compliance with the terms and conditions of the Purchase Order, including but not limited to the indirect and consequential damages and the costs in connection with inspection, location of defects, repair, replacement and retesting of the Goods.

供货方应对因供货方或分包商不遵守采购订单中的条款和条件而引起的采购方的任何损失或损害承担责任，包括但不限于与货物的检验、瑕疵的勘明、修复、替换和重验有关的间接和派生损失，而采购方无需就此作出书面通知，以通报该等不遵守情事。

14. OWNERSHIP AND RISK

14. 所有权及风险

14.1 Purchaser shall become the owner of the Goods as soon as they are fabricated or manufactured by Supplier or Subsuppliers in accordance with the Purchase Order and are ready for final inspection or ready for shipment and Supplier shall identify and mark the Goods as Purchaser's property and keep them separated from Supplier's other goods.

14.1 货物一经由供货方或分包商根据采购订单制造或生产，且为最终检验和装运作好准备，采购方即应成为货物的所有权人，供货方应将货物标示和标注为

采购方的财产，并将这些货物与供货方的其他货物分开保存。

14.2 Risk and responsibility for the Goods shall pass to Purchaser upon receipt by or on behalf of Purchaser in accordance with the delivery terms.

14.2货物的风险及责任应在依照交付条件为或代表采购方收到货物后转移给采购方。

15. INTELLECTUAL PROPERTY RIGHTS

15. 知识产权

Supplier shall indemnify and hold harmless Purchaser, their associated companies and its respective personnel, against any and all liability, loss or expense by reason of any claim, action or litigation in respect of any alleged or actual infringement of any patent, copyright or trademark or any other intellectual property rights, foreign or domestic, resulting from the use or resale of the Goods.

供货方应赔偿并使采购方、其关联公司及其各自人员免于承担因任何以下索赔、讼争或诉讼所引起的任何以及所有的责任、损失或支出，该等索赔、讼争或诉讼是与因货物的使用或转售所导致的，对外国或国内的专利、版权或商标或任何其他知识产权的任何遭到指控的或实际发生的侵权有关的争议。

16. LICENCES AND PERMITS

16. 许可和准许

Supplier shall obtain any licence or other permit which is required in the country of shipment and/or of origin for implementation of the Purchase Order. The Purchase Order shall be conditional upon such licence or other permit being available in good time.

供货方应取得为执行采购订单而为装运地和/或原产地国家所要求的任何许可或其他准许。采购订单应当在适当的时间取得该等许可或准许作为条件。

17. FORCE MAJEURE

17. 不可抗力

Neither party shall be liable for any failure to fulfil any term or condition of the Purchase Order if fulfilment has been delayed, interfered with or prevented by any event which is beyond the control of the party concerned, is not for his risk and was not 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. The mere fact of late delivery of materials, labour or utilities by Supplier or Subsuppliers shall not be deemed as Force Majeure.

如采购订单中的任何条款和条件的履行因任何一方无法控制、非归于一方的原因且未被合理预见的事件而受延搁、干扰或阻碍，则该方不应对该等未履行的行为负责，但前提是供货方不应受延搁、干扰或阻碍的采购订单项下的义务已存在违反。仅有供货方或分包商的迟延交付材料、劳工或设施的

事实不应被视为不可抗力。

18. TERMINATION AND SUSPENSION

18. 终止和中止

18.1 In the event of Supplier's non-compliance with the terms and conditions of the Purchase Order or in the event that Supplier has ceased to pay its debts when they become due or has filed a request for suspension of its payments prior to delivery of all the Goods in accordance with the Purchase Order, Purchaser may at its option return the Goods and retransfer ownership therein to Supplier, and/or terminate the Purchase Order forthwith and/or claim damages.

18.1如供货方未遵守采购订单中的条款和条件，或供货方在其债务到期时停止偿付，或供货方已在交付所有货物之前根据采购订单提出中止支付的请求，则采购方可自行选择，将货物交还给供货方，并将货物的所有权重新转移给供货方，和/或立即终止采购订单，和/或请求赔偿。

18.2 In addition to Purchaser's rights set out in Article 18.1 above, Purchaser may at any time in its absolute discretion give written notice to Supplier terminating forthwith the Purchase Order. In the event of termination under this Article 18.2 Purchaser shall pay and Supplier shall accept, in settlement of all claims under the Purchase Order, such a sum as shall reasonably compensate Supplier for all work done and obligations assumed vis-à-vis non-affiliated third parties by it in performance of the Purchase Order prior to its termination and for all work reasonably done by it in giving effect to such termination. If any of the Goods are paid for by Purchaser prior to termination or upon settlement of claims under the Purchase Order, Purchaser may at its option take possession of these Goods or retransfer ownership therein to Supplier and notify Supplier that they shall remain with Supplier. In the latter event the value of these Goods shall be taken into account when calculating the settlement sum.

18.2除上述第12.1条所列的采购方的权利之外，采购方可在任何时间自行决定向供货方发出书面通知而立即终止采购订单。如发生本第12.2条项下的终止，则采购方应支付，且供货方应接受一笔款项以结算结清采购订单项下的所有权利主张，该款项应合理补偿供货方终止前在执行采购订单过程中相对于非关联第三方所完成的工作和承担的义务，及其为实现上述终止所合理完成的全部工作。如果在终止之前或在就采购订单项下的权利主张结算之后，采购方付款购买了任何货物，采购方可自行选择，占有货物，或将货物所有权重新转移给供货方并通知供货方该等货物应归属于供货方。

在后一种情形下，在计算结算款项时应将上述货物的价值考虑在内。

18.3 Purchaser may for any reason whatsoever,

at its sole option, suspend at any time by notice to Supplier the performance of all or any part(s) of Supplier's obligations. Such suspensions shall not exceed 180 (one hundred eighty) consecutive calendar days nor aggregate more than 270 (two hundred seventy) calendar days. The suspension notice shall designate the part(s) of the Supplier's obligations affected. Upon receipt of any such suspension notice, Supplier shall, unless otherwise instructed by Purchaser:

- immediately discontinue performance of Supplier's obligations on the date and to the extent specified in the notice;
- place no further sub-orders with respect to the suspended part;
- promptly make every effort to obtain suspension upon terms satisfactory to Purchaser of all suborders to the extent they relate to performance of the part suspended and
- continue to perform non-suspended obligations;
- generally act in such a manner as to minimise costs associated with the suspension including safety and security measures and protection of the suspended part(s).

Supplier shall promptly resume the suspended part upon receipt of notice from Purchaser to the extent required in the same notice. Only direct cost reasonably and inevitably resulting from such suspension shall be allowable as extra costs to be paid by Purchaser. Within fifteen (15) working days from the date Supplier has received the notice to resume the suspended part, Supplier shall submit its estimate of the cost, schedule and any other impact of the suspension of the Purchase Order supported with documentary evidence to allow evaluation by Purchaser. Purchaser shall not be held liable for any damages or loss of anticipated profits of Supplier on account of the suspension of Supplier's obligations under this Article.

18.3 采购方可为任何原因自行决定在任何时间通知供货方中止履行供货方义务的全部或任何部分，该等中止持续不得超过180(一百八十)个日历日，且累计不得超过270(二百七十)个日历日。中止通知应载明被影响的供货方义务的部分。除非采购方另有指示，供货方应在收到中止通知之后进行下述工作：

- 在通知确定的日期和范围内立即停止履行供货方的义务；
- 不得就中止的部分进而发出任何分订单；
- 立即采取各种努力取得令采购方满意的所有分订单中涉及中止部分履行的中止条件；
- 继续履行非中止的义务；
- 一般情况下以将有关中止的成本降到最低限度的方式行事，包括中止部分的安全和保障措施以及保护。

供货方应在收到采购方发出的通知后立即重新开始执

行该等通知所要求恢复执行的中止部分。因该等中止所产生的合理的和不可避免的费用(仅指直接费用)应被认可为由采购方另行支付的额外费用。自供货方接到要求重新履行中止部分的通知之日起十五(15)个工作日内，供货方应提交有文件性证据证明的供货方对采购订单的费用、时间进程以及任何其他影响的估算，

以供采购方进行评估。采购方不应因供货方因在本条款下供货方义务的中止所导致的预期利润的任何损失或损害承担责任。

19. LEGAL PRESCRIPTIONS

19. 法律规定

Supplier shall comply with all legal prescriptions of any designation whatever, which in connection with the execution of the Purchase Order have to be fulfilled and Supplier shall safeguard Purchaser against any claims which in connection herewith may be lodged.

供货方应遵守与必须完成的采购订单的执行有关的任何指定的所有法律规定，供货方并应保证采购方免受可能被提出的与此相关的任何主张。

20. APPLICABLE LAW

20. 适用法律

The Purchase Order shall exclusively be governed by the law of the Netherlands. The United Nations Convention concluded at Vienna on 11th April 1980, on contracts for the International Sale of Goods shall not be applicable to the Purchase Order.

采购订单排他性地适用荷兰法律。联合国大会在1980年4月11日于维也纳订立的国际货物销售合同公约不适用采购订单。

21. DISPUTES

21. 争议

All disputes arising between Supplier and Purchaser in connection with the Purchase Order out of or in connection with this Contract, shall be referred to and finally settled by arbitration by China International Economic and Trade Arbitration Commission in Beijing ("CIETAC") in accordance with CIETAC's rules in effect at the time of the application for arbitration.

因本合同而产生或与之有关的供货方和采购方之间有关采购订单的所有争议应提交中国国际经济贸易仲裁委员会("CIETAC")，由该会在北京根据仲裁时有效适用的CIETAC规则作出终局性裁决。