



## Appendix 3 Scania General Terms & Conditions for Services 附件 3 斯堪尼亚服务一般条款和条件

These General Terms & Conditions for Services (“GTC-S”) shall govern Scania’s purchase of services, including: (i) general services such as ongoing services relating to facility management, catering, recruitment, marketing, security, auditing and compliance services; (ii) consultancy resource service; and (iii) consultancy result service. The Supplier shall provide the Services in accordance with these GTC-S which form an integrated part of Frame Agreements and the appendixes.

本服务一般条款和条件 (“GTC-S”) 应适用于斯堪尼亚的服务采购, 包括 (i) 一般服务, 比如与设施管理、餐饮、招聘、营销、安全、审计和合规服务相关的持续性服务; (ii) 咨询资源服务; 以及 (iii) 咨询结果服务。供应商应根据本 GTC-S 提供服务, 本 GTC-S 构成框架协议和附件不可或缺的一部分。

### 1 DEFINITIONS 定义

Unless the context or circumstances clearly suggest otherwise, the following capitalized terms shall have the meanings stated below:

除非上下文或情况另有明确说明, 下列大写字母应具有以下含义:

“**Actual Starting Date**” means the day on which the Service(s) is actually being delivered according to the Contract.

“**实际开始日期**”是指根据本合同实际交付服务的日期。

“**Agreed Starting Date**” means the day on which the Service(s) shall be delivered according to the Contract.

“**约定开始日期**”是指根据本合同应交付服务的日期。

“**Contract**” means Frame Agreement and all appendixes thereto.

“**本合同**”是指框架协议及其所有附件。

“**Data Processing Agreement**” shall mean the data processing agreement between the parties, in an appendix to the Contract.

“**数据处理协议**”是指双方之间达成的数据处理协议, 详见本合同附件。

“**Deliverables**” means the result of the Service(s) provided by the Supplier, including all reports, documentation, software, descriptions, specifications, drawings, models, tables and any other form of embodiment in any electronic or tangible medium which are to be delivered by the Supplier to Scania according to the Contract.

“**应交付成果**”是指供应商提供的服务成果, 包括供应商通过任何电子或有形媒介根据本合同需向斯堪尼亚交付的所有报告、文档、软件、说明、规范、图纸、模型、表格以及任何其他形式的内容。

“**Description**” means the description of the content, functionality, quality, performance criteria, competence profiles or other requirements for the Service(s) described in an appendix to the Contract.

“**说明**”是指本合同附件中所述服务的内容、功能、质量、履行标准、能力要求或其他要求的说明。

“**Frame Agreement**” means the frame agreement between Scania and the Supplier.

“**框架协议**”是指斯堪尼亚和供应商之间达成的框架协议。

“**Intellectual Property Rights**” means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

“**知识产权**”是指世界任何地方的所有专利、版权、设计权、商标、服务标志、商业秘密、专有技术、数据库权利和其他此类具有知识产权性质的权利 (无论是否注册) 以及上述权利的所有申请。

“**Parties**” means Scania and the Supplier jointly.

“**双方**”是指斯堪尼亚和供应商的合称。

“**Personal Data**” shall mean all types of information that directly or indirectly can be attributed to a living physical person and which are processed on behalf of a controller of the personal data.

“**个人数据**”是指直接或间接归属于在世自然人并代表个人数据控制方处理的所有类型的信息。

“**Purchase Order(s)**” means an order submitted by Scania identifying Service(s) under the Contract.

“**采购订单**”是指斯堪尼亚根据本合同提交、确定服务的订单。

“**Requestor**” means the contact person for the Requesting Department.

“**需求方**”是指“需求部门”的联系人。

“**Requesting Department**” means the requesting department within Scania.

“**需求部门**”是指斯堪尼亚内部的需求部门。

“**Scania**” means any Scania entity which is duly registered within People’s Republic of China (“PRC”) and directly or indirectly controlled by Scania CV AB. The respective Scania entity who sets up the contractual relationship or binding by the Contract shall refer to the signing party and/or the respective Purchase Order.

“**斯堪尼亚**”是指在中华人民共和国 (“中国”) 境内正式注册并由斯堪尼亚商用车有限公司直接或间接控制的任何斯堪尼亚实体。建立合同关系或受本合同约束的各斯堪尼亚实体是指签署本合同和/或相应采购订单的一方。

“**Scania Affiliated Company(ies)**” means any company which Scania now or hereafter owns or controls, directly or indirectly, in any part.

“**斯堪尼亚关联公司**”是指斯堪尼亚现在或以后直接或间接拥有或控制其任何部分的任何公司。

“**Scania Data**” means any data owned and/or provided by Scania.

“**斯堪尼亚数据**”是指斯堪尼亚拥有和/或提供的任何数据。

“**Scania Dealers**” shall mean all companies within the Scania authorised distribution system.

“**斯堪尼亚经销商**”是指斯堪尼亚授权分销系统中的所有公司。

“**Service(s)**” means the service(s) to be provided by the Supplier specified in the Contract, as well as subsequently agreed modifications of content and scope.

“**服务**”是指本合同以及后续约定的内容和范围变更中规定的由供应商提供的服务。

### 2 DELIVERY OF SERVICE 服务交付

2.1 The Supplier shall provide Scania with Service(s) according to the Contract including appendixes.

供应商应根据本合同 (包括附件) 向斯堪尼亚提供服务。

2.2 The Service(s) shall commence on the Agreed Starting Date according to the Contract.

服务应在本合同规定的约定开始日期开始。

2.3 The Service(s) shall be provided with the content, competence profiles, performance criteria and quality specified in the Description. The Supplier undertakes to provide the Service(s) in a diligent and professional manner. The Supplier shall act on an ongoing basis, and otherwise upon request from Scania during the performance of the Service(s), inform Scania of the progress of the work.

提供的服务应符合说明中规定的内容、能力要求、履行标准和质量。供应商承诺以勤勉专业的方式提供服务。供应商应持续地在履行服务期间应斯堪尼亚的要求，将工作进度告知斯堪尼亚。

2.4 The Supplier undertakes to perform the Service(s) with personnel who are suitable and qualified for the purpose. The Supplier also undertakes to cooperate with Scania's other suppliers when providing the Service(s) to Scania.

供应商承诺由合适且合格的人员提供服务。供应商亦承诺在向斯堪尼亚提供服务时与斯堪尼亚的其他供应商合作。

2.5 Any requirements on Scania relating to Scania's use of the Service(s) shall be specified in detail in the Contract and its Appendixes.

关于斯堪尼亚使用服务的任何要求应在本合同及其附件中详细规定。

2.6 The Supplier shall ensure that the Service(s) is performed in accordance with any and all laws, regulations, and other provisions applicable from time to time.

供应商应确保根据任何及所有法律、法规和其他不时适用的规定履行服务。

2.7 After the Agreed Starting Date, the Supplier shall provide the Service(s) in accordance with the Contract. Scania shall be entitled to verify that the Service(s) complies with the Contract by conducting inspections or delivery testing.

在约定开始日期之后，供应商应根据本合同提供服务。斯堪尼亚有权通过检查或交付测试来核实服务是否符合本合同要求。

2.8 The Actual Starting Date shall be the date on which:

实际开始日期应为以下日期：

- (i) Scania approves the Service(s) in writing; or  
斯堪尼亚以书面形式核准服务时；或
- (ii) the Service(s) satisfies the Contract in operations without any written objections to the Service(s).  
服务在运行时符合本合同要求，且对服务未提出任何书面异议时。

2.9 If Scania does not approve the Service(s), the Supplier shall promptly correct and remedy any defects and/or shortcomings related to the Service(s) to secure that the Service(s) is performed in accordance with the Contract and the Description.

如果斯堪尼亚未核准服务，供应商应立即纠正和补救与服务相关的任何瑕疵和/或缺点，以确保按照本合同和说明履行服务。

2.10 During the period when the Service(s) is performed, the Supplier undertakes not to use the personnel conducting the Services or similar services to companies that in any way compete with Scania, without Scania's written approval. 供应商承诺，未经斯堪尼亚书面批准，在履行服务期间不使用为在任何方面与斯堪尼亚竞争的公司提供服务或类似服务的人员。

2.11 The Supplier undertakes, during the term of the Contract and for a period of two (2) years thereafter, not to directly or indirectly attempt to solicit personnel who is or has been employed by Scania and that has been directly involved in the Service(s). 供应商承诺，在本合同期限内及本合同到期后的两 (2) 年内，不会直接或间接地试图招

揽斯堪尼亚雇佣或曾雇佣的人员以及曾直接参与服务的人员。

### 3 ORDERING PROCEDURE AND PURCHASE ORDERS 订购程序和采购订单

3.1 Scania will place Purchase Orders for Service(s) in writing or otherwise agreed way of purchasing.

斯堪尼亚将以书面形式或其他约定的采购方式下达服务采购订单。

An agreement to deliver and to purchase the Service(s) shall be considered concluded when the Supplier has confirmed the Purchase Order placed by Scania. The Supplier shall be deemed to have accepted the Purchase Order ten (10) working days following receipt thereof, unless the Supplier informs Scania otherwise within such period. The Supplier shall not have the right to reject the Purchase Order if it is in accordance with what is agreed in the Contract unless the Supplier has acceptable reasons for such refusal. If the Supplier rejects the Purchase Order the Supplier must present the reasons for such rejection in the notice of rejection.

当供应商确认斯堪尼亚下达的采购订单时，应视为双方签订了服务交付和采购的协议。供应商应在收到采购订单十 (10) 个工作日内被视为已接受采购订单，除非供应商在该期限内另行通知斯堪尼亚。如果采购订单符合合同中的约定，则供应商无权拒绝该采购订单，除非供应商有可接受的拒绝理由。如果供应商拒绝采购订单，供应商必须在拒绝通知中说明拒绝的理由。

3.2 All Purchase Orders issued contrary to the above shall be regarded null and void. Hence, Scania shall not be obligated to pay an invoice in respect of such Purchase Order.

所有违反上述规定下达的采购订单应视为无效。因此，斯堪尼亚无义务就此类采购订单开具的发票进行付款。

3.3 The Supplier shall confirm the Purchase Order by the same form of communication as the Purchase Order was placed by.

供应商应采用与下达采购订单相同的通信方式来确认采购订单。

### 4 PERSONNEL 人员

4.1 Scania shall have the right to conduct personal interviews with persons proposed to perform the Service(s).

斯堪尼亚有权与拟履行服务的人员进行面谈。

4.2 The Supplier shall replace any stated person(s) who by Scania is considered not to have sufficient and/or correct competence for performing the Service(s) or with whom Scania finds it difficult to cooperate with.

供应商应更换斯堪尼亚认为不具备足够能力履行服务和/或不能正确履行服务或斯堪尼亚认为难以与之合作的任何指定人员。

4.3 Replacement of persons listed in the Contract may only be made by the Supplier after agreement with Scania, unless otherwise stipulated in Clause 4.4. The Supplier shall be responsible for any time consumed and all costs associated with the replacement of the personnel including knowledge transfer.

除非第 4.4 条另有规定，否则供应商仅在与斯堪尼亚达成一致后才能更换本合同中列示的人员。供应商应承担与更换人员耗费的所有时间和所有相关费用，包括知识传递。

4.4 If the Supplier's personnel (because of e.g. illness, leave of absence, dismissal) no longer are available for performing the Service(s), the Supplier shall give immediate notice thereof to Scania and propose appropriate measures to avoid delays or other inconvenience to Scania.

如果供应商人员（因例如生病、请假、解雇等原因）无法再履行服务，供应商应立即通知斯堪尼亚，并提出适当措施以避免延迟或给斯堪尼亚带来其他不便。

4.5 The Supplier shall provide replacement personnel who shall meet the requirements set out in Clause 4.3 above and the Supplier shall be liable for any extra costs, time consumed or delays (including knowledge transfer) caused by such circumstances.

供应商应提供符合上述第 4.3 条要求的替换人员，并且供应商应承担由此类情况造成的任何额外费用、时间损失或延迟（包括知识传递）。

4.6 If the Supplier's personnel perform any work in Scania's premises, such personnel shall comply with any and all instructions, including confidentiality, safety regulations, procedures and working regulations applicable to Scania's personnel and if Scania requests, the Supplier shall assist Scania in procuring such relevant personnel to sign the relevant documentation including but not limited to non-disclosure agreement on Scania's demand to safeguard Scania's interests. Such format agreement(s) shall be subject to the appendices to the Frame Agreement relating to the Service(s).

如果供应商人员在斯堪尼亚的经营场所执行任何工作，则此类人员应遵守任何和所有指示，包括适用于斯堪尼亚人员的保密、安全规定、程序和工作规定，如果斯堪尼亚要求，供应商应协助斯堪尼亚确保此类相关人员签署相关文档，包括但不限于斯堪尼亚要求的保密协议，以保护斯堪尼亚的利益。此类格式协议应符合与服务相关的框架协议附件的规定。

4.7 To the extent the Service(s) is to be performed on Scania's premises, Scania will be responsible for operational management and for compliance with applicable laws and statutes with respect to the working conditions.

如果在斯堪尼亚的经营场所履行服务，斯堪尼亚将负责运营管理，并遵守与工作条件相关的适用法律法规。

4.8 Working hours are governed by instructions issued by Scania and the Supplier is responsible for ensuring that personnel providing Service(s) observe the prevailing regulations and agreements on hours of work.

工作时间在斯堪尼亚提供的指示中予以规定，供应商负责确保提供服务的人员遵守现行的工作时间相关规定和协议。

### 5 SPECIAL REQUIREMENTS REGARDING PERSONNEL

关于人员的特殊要求

5.1 At the request of Scania, the Supplier shall be able to demonstrate that none of the personnel engaged for the Service(s) has any criminal records.

应斯堪尼亚的要求，供应商应能够证明参与服务的所有人员均无任何犯罪记录。

5.2 At the request of Scania, the Supplier shall ensure that all personnel engaged for the Service(s) are cooperating in undergoing drug tests to the extent such tests are performed by future and existing Scania employees.

应斯堪尼亚的要求，供应商应确保所有参与服务的人员均配合斯堪尼亚未来和现有员工进行药检。

5.3 In the event the Supplier's personnel, in the manner described in Clause 5.1 and Clause 5.2 respectively, has any criminal records, or do not cooperate in performing drug tests, Scania shall have the right to refrain from using such personnel or, with immediate effect, terminate ongoing Service(s) without right for the Supplier to request compensation from Scania. The Supplier shall be responsible for time consumed and costs associated with the replacement of personnel due to mentioned circumstances.

如果按上述第 5.1 条和第 5.2 条的规定，供应商人员有任何犯罪记录或不配合进行药检，斯堪尼亚有权不使用此类人员，或立即终止正在进行的服务，且供应商无权向斯堪尼亚要求赔偿。供应商应承担上述情况下更换人员相关的时间损失和费用。

## 6 TRAINING 培训

6.1 Supplier's personnel shall before entering into an assignment at Scania attend Scania's mandatory introduction training on Scania's workplace equipment, applications and security etc.

供应商人员在进入斯堪尼亚地点执行任务之前，应参加关于斯堪尼亚工作场所设备、应用和安全等斯堪尼亚强制性入门培训。

6.2 The Supplier undertakes to keep the personnel's competence and knowledge up to date with relevant training activities. The Supplier shall not be entitled to any compensation for Service(s) or training fees when Supplier's personnel attend such training activities.

供应商承诺通过相关的培训活动，提高人员的能力和专业知识，确保他们能够胜任当前工作。供应商人员参加此类培训活动，供应商无权就服务或培训费用要求任何补偿。

6.3 Scania may request that Supplier's personnel attend Scania specific training programs required for the performance of the Service(s). The training will be provided by Scania free of charge and the Supplier shall not be entitled to any compensation for personnel attending the training.

斯堪尼亚可以要求供应商人员参加履行服务所需的斯堪尼亚特定培训项目。此类培训将由斯堪尼亚免费提供，供应商无权就参加培训的人员要求任何补偿。

## 7 COOPERATION, COMMUNICATION AND CONTACT PERSONS 合作、沟通和联系人

7.1 The Parties shall cooperate and consult with each other in conjunction with performance of the Service(s). Moreover, the Parties shall inform each other of any and all relevant circumstances and events or matters which may be of significance for provision of the Service(s).

双方应在履行服务时相互合作和协商。此外，双方应将可能对提供服务至关重要的任何和所有相关情况和事件或事项通知对方。

7.2 The Supplier shall inform Scania immediately if there is a risk that the Supplier cannot fulfil its obligations and shall take all reasonable actions to fulfil such obligations.

如果存在供应商无法履行其义务的风险，供应商应立即通知斯堪尼亚，并采取所有合理措施以履行此类义务。

7.3 The Supplier is obliged in the course of performing the Service(s) to collaborate with any other suppliers designated by Scania.

供应商有义务在履行服务的过程中与斯堪尼亚指定的任何其他供应商合作。

7.4 The Supplier may not receive or obtain directive for the performance of the Service(s) from any other party than Scania. The Supplier shall also in all respect protect and represent Scania's interests.

供应商不得从除斯堪尼亚以外的任何其他方接收或获取履行服务的指示。供应商还应在所有方面保护和代表斯堪尼亚的利益。

7.5 The Parties shall have designated Contact Persons, as set forth in the Contract, with relevant qualifications for exchange of information pursuant to this provision.

双方应根据本条款的规定，指定具备信息交换相关资格的联系人（详见本合同）。

## 8 DELIVERY TIME AND CHANGES 交付时间和变更

8.1 The Supplier undertakes to deliver and make available ordered Service(s), included in the Contract, to Scania on delivery date agreed with Scania, in accordance with Purchase Order and the provisions of the Contract.

供应商承诺根据采购订单和本合同规定，在与斯堪尼亚约定的交付日期向斯堪尼亚交付并提供本合同项下已订购的服务。

8.2 Scania may request changes or amendments to ordered Service(s) by sending a Purchase order to the Supplier. The Supplier shall be deemed to have accepted the Purchase order, including changes and amendments, ten (10) working days following receipt thereof, unless the Supplier informs Scania otherwise within such period. The Supplier shall accept Scania's request for changes or amendments to the Purchase orders unless the request is unreasonable.

斯堪尼亚可以通过向供应商发送采购订单，要求变更或修改已订购的服务。供应商应在收到采购订单十（10）个工作日后被视为已接受采购订单（包括订单变更和修订），除非供应商在该期限内另行通知斯堪尼亚。供应商应接受斯堪尼亚变更或修改采购订单的要求，除非该等要求是不合理的。

## 9 TRAVEL EXPENSES 差旅费

9.1 Daily allowances and compensation for travel expenses for travel to any other location than the location where the Service(s) shall be performed will be payable provided the travel has been approved in advance in writing by Scania. Compensation in this regard is payable in accordance with Scania's guidelines applicable from time to time. Compensation is payable also for verified and reasonable costs and daily allowances, in connection with approved travel, however not for time wastage or overtime.

前往服务履行地以外的任何地点出差，可享受每日津贴和差旅费补偿，但前提是差旅已事先获得斯堪尼亚的书面批准。该等差旅相关补偿应按照斯堪尼亚不时适用的指导方针支付。还应对获批准的差旅相关的经核实的合理费用和每日津贴进行补偿，但对浪费的时间或超出的时间不予补偿。

## 10 WORKPLACE EQUIPMENT 工作场所设备

10.1 The Parties can from time to time agree in writing that Scania shall be responsible for providing Supplier's personnel with suitable workplace equipment.

双方可不时以书面形式约定，斯堪尼亚负责向供应商人员提供合适的工作场所设备。

10.2 If Scania provides the Supplier with equipment such as tools, hardware, software or documentation for performing the Service(s), these may only be used for the Service(s), and shall be returned to Scania immediately after completion of the Service(s), or upon termination of the Contract, irrespective of reason. The Supplier shall attach or allow Scania to attach any label or marking to such equipment in a way that clearly shows that Scania is the rightful owner of such equipment.

如果斯堪尼亚向供应商提供履行服务所需的设备，如工具、硬件、软件或文档等，则这些设备仅应用于服务，并应在服务完成后或本合同终止（无论是何原因）后立即归还斯堪尼亚。供应商应在此类设备上粘贴或允许斯堪尼亚在此类设备上粘贴任何标签或标记，明确注明斯堪尼亚为此类设备的合法所有人。

## 11 DELAY AND PENALTY 延迟和罚款

11.1 Unless otherwise agreed the Supplier shall be deemed to be in delay when the Actual Starting Date for the Service(s) occurs after the Agreed Starting Date.

除非另有约定，否则实际开始日期晚于约定开始日期时，视为供应商延迟履行。

11.2 In the event of a delay of the Service, Scania shall be entitled to receive a penalty from the Supplier. The penalty shall be paid per each commenced week of delay, with 0.5 percent of the expected compensation for the Service(s) under the Contract. Penalties for a delay under this Clause 11.2 are limited to twenty (20) percent of the expected compensation for the Service(s) under the Contract.

如果服务延迟，斯堪尼亚有权从供应商处获得罚款。每延迟一周应支付本合同项下预期服务报酬的 0.5% 作为罚款。第 11.2 条规定

的延迟罚款金额不得超过本合同项下预期服务报酬的百分之二十 (20%)。

11.3 If the performance of the Service(s) is delayed in any respect more than ten (10) weeks, Scania is entitled to terminate the Contract, including relevant Purchase Orders, in whole or in part.

如果在任何方面服务延迟履行超过十 (10) 周, 斯堪尼亚有权全部或部分终止本合同, 包括相关采购订单。

11.4 Scania shall also be entitled to damages due to the delay, subject to the limitations set forth in Clause 28 (Limitation of Liability). Penalties which are paid due to delay shall be set off when the amount of damages is calculated.

斯堪尼亚亦有权因延误获得损害赔偿金, 但应遵守第 28 条 (责任限制) 中的限制性规定。因延迟而支付的罚款应在计算损害赔偿金的金额时予以抵销。

## 12 CO-OPERATION AND CONTRACT MANAGEMENT 合作和合同管理

12.1 The Parties have appointed contact persons who will communicate directly with each other with respect to the Service(s). The contact persons will be familiar with the Contract and will be responsible for the ongoing management of the Contract, including any invoicing activities related thereto.

双方已指定联系人就服务事宜直接与对方沟通。联系人应熟悉本合同内容, 并负责持续管理本合同, 包括与本合同相关的任何开票事宜。

12.2 During the term of the Contract, the Supplier will, at its own costs, attend review meetings as specified in the Contract or as otherwise requested by Scania.

在本合同期限内, 供应商将自行承担费用参加本合同规定的或斯堪尼亚另行要求的评审会议。

## 13 COMPENSATION AND CURRENCY 报酬和货币

13.1 The Supplier is entitled to compensation for the Service(s) from Actual Starting Date in accordance with appendix to the Contract.

供应商有权根据本合同附件的规定, 从实际开始日期起获得服务报酬。

13.2 All compensation and invoiced amounts shall be stated in RMB unless otherwise agreed by the Parties in writing.

除非双方另有书面约定, 否则所有报酬和开票金额均应以人民币表示。

13.3 All prices are inclusive of VAT and any other statutory charges.

所有价格均包含增值税和任何其他法定费用。

13.4 All disputed invoices will be escalated in accordance with the dispute resolution procedure set out in Clause 43 (Governing Law and Dispute Resolution). Scania will be entitled to withhold payment of any charges disputed by Scania until resolution of the dispute.

所有有争议的发票将根据第 43 条 (适用法律和争议解决) 规定的争议解决程序进行上报。在争议解决之前, 斯堪尼亚有权拒绝支付有争议的任何费用。

13.5 Scania may set off any amounts (including service credits) owed by the Supplier, against the compensation payable to the Supplier under the Contract.

斯堪尼亚可在根据本合同应付给供应商的报酬中抵消供应商所欠的任何金额 (包括服务信贷)。

13.6 Whenever any part of the charges is in dispute, the Supplier has no right to suspend or terminate the performance of Service(s).

当费用的任何部分有争议时, 供应商无权暂停或终止履行服务。

## 14 INVOICES AND CORRESPONDENCE 发票和信函

14.1 The performed Service(s) shall be invoiced on a monthly basis in arrears for fees in the association with, unless otherwise stated in the Purchase Order, determined payment plan or other agreement between the Parties.

除非采购订单、已确定的支付计划或双方之间达成的其他协议另有规定, 否则应每月月末就已履行服务的相关费用欠款开具发票。

14.2 Scania will not accept accumulated invoices unless agreed to in writing by Scania.

除非斯堪尼亚书面同意, 否则斯堪尼亚不接受累计发票。

14.3 All invoices issued by the Supplier shall be in accordance with the Scania's instruction from time to time.

供应商开具的所有发票应符合斯堪尼亚不时发出的指示。

14.4 The Supplier shall send the invoice to the Scania invoice address shown on the Purchase Order or other designated address of Scania.

供应商应将发票发送至采购订单上显示的斯堪尼亚发票地址或斯堪尼亚的其他指定地址。

14.5 The Supplier understands that invoices issued contrary to the above will involve costs for Scania for which Scania may request compensation from the Supplier. Scania shall be entitled to return incorrect invoices to the Supplier for rectification without any extra charge.

供应商理解, 违反上述规定开具的发票将给斯堪尼亚招致费用, 斯堪尼亚可因此向供应商要求赔偿。斯堪尼亚有权将不正确的发票退回供应商进行纠正, 而无需支付任何额外费用。

14.6 In all its correspondence with Scania the Supplier shall state Contract number and the relevant Scania Purchase Order number.

在与斯堪尼亚的所有通信中, 供应商应注明本合同编号和相关的斯堪尼亚采购订单号。

14.7 The Supplier shall send its invoice to Scania, no later than six (6) months after a Service has been provided, covering all remaining demands. If the Supplier has failed to do so, the Supplier loses the right to compensation for Service(s) provided.

供应商应不迟于提供服务后六 (6) 个月内向斯堪尼亚发送发票, 发票应涵盖所有剩余需求。如果供应商未能发送发票, 供应商将失去获得所提供服务的报酬的权利。

14.8 The Supplier shall keep true and accurate books and records of all financial matters in relation to invoicing under the Contract, detailing time used and expenses incurred in connection with providing the Service(s).

供应商应保存与本合同项下开票相关的所有财务事项的真实准确的账簿和记录, 详细说明提供服务所用的时间和产生的费用。

## 15 TERM OF PAYMENT 付款条件

15.1 Payment shall be executed within sixty (60) calendar days from the receipt by Scania of a valid invoice from the Supplier, fulfilling all requirements set forth in Clause 14 above and which is issued in accordance with the terms of the Contract, and on the condition that Scania is satisfactory to the Service(s) provided by the Supplier in form and in substance.

斯堪尼亚应在收到供应商的有效发票后六十 (60) 个日历日内付款, 发票应满足上述第 14 条规定的所有要求, 并根据本合同条款开具, 且斯堪尼亚付款的前提条件是斯堪尼亚对供应商提供的服务在形式上和实质上均表示满意。

15.2 The Supplier may not suspend performance of the Service(s) if Scania is late in making payment, until the suspension claim has been settled by arbitration in accordance with the provisions set out in Clause 43 (Governing law and dispute resolution).

如果斯堪尼亚延迟付款, 则在根据第 43 条 (适用法律和争议解决) 的规定通过仲裁解决该延期索赔之前, 供应商不得暂停履行服务。

## 16 PARENT COMPANY GUARANTEE 母公司担保

If the Service(s) provided under the Contract will be provided by an entity other than the ultimate parent company, the Supplier shall on Scania's request provide a guarantee from the ultimate parent company, in a form and substance satisfactory to Scania, that irrevocably and unconditionally guarantees the complete and proper performance of the Contract and the financial liabilities of the Supplier.

如果根据本合同提供的服务将由最终母公司以外的实体提供, 供应商应按斯堪尼亚的要求, 以斯堪尼亚满意的形式和内容提供最终母公司的担保, 不可撤销且无条件地保证本合同的完整和正确履行以及供应商的财务责任。

## 17 FAULTS AND SHORTCOMINGS 缺陷和缺点

17.1 The Supplier warrants that the Service(s) is performed in accordance with the Contract including appendices. The Service(s) shall be deemed faulty if it:

供应商保证根据本合同 (包括附件) 履行服务。如果出现以下情况, 服务应视为有缺陷:

- (i) in any way deviate from the Contract, or  
在任何方面偏离本合同要求, 或
- (ii) otherwise deviate from what Scania reasonably could have expected.  
以其他方式偏离斯堪尼亚的合理预期。

17.2 In the event of faults or shortcoming in the Service(s), the Supplier shall immediately correct or remedy any faults or shortcomings, free of charge, if requested by Scania.

如果服务出现缺陷或缺点，供应商应立即按斯堪尼亚的要求免费纠正或补救任何缺陷或缺点。

17.3 If the Supplier does not immediately correct or remedy the reported faults or shortcomings, Scania shall be entitled to a reduction of the compensation for the Service(s), reasonably corresponding to the reduced value resulting from the defect or shortcoming.

如果供应商未立即纠正或补救所报告的缺陷或缺点，斯堪尼亚有权依据因缺陷或缺点而减少的价值合理地减少服务报酬。

17.4 Scania is also entitled to damages due to faults and shortcomings, subject to the limitations set forth in Clause 28 (Limitation of Liability). Reductions which are given due to faults or shortcomings shall be set off when the amount of damages is calculated.

斯堪尼亚还有权因缺陷和缺点获得损害赔偿金，但应遵守第 28 条（责任限制）中的限制性规定。因服务缺陷或缺点而减少的价值应在计算损害赔偿金的金额时予以抵销。

17.5 If the defect or shortcoming in the Service(s) is substantial and if the Supplier has failed to remedy the defect or shortcoming after receiving a twenty (20) days written notice demand from Scania, Scania shall be entitled to terminate the Contract with immediate effect.

如果服务存在实质性缺陷或缺点，且供应商未能在收到斯堪尼亚书面通知要求后二十 (20) 天内补救该等缺陷或缺点，则斯堪尼亚有权立即终止本合同。

## 18 LIQUIDATED DAMAGES 约定违约金

18.1 If the Parties have agreed on guaranteed service levels for the Service(s), in the event of deviation therefrom, the Supplier is liable to pay liquidated damages. Scania is also entitled to damages subject to the limitations of liability set forth in Clause 28 (Limitation of Liability). Liquidated damages which are paid due to deviation from the Contract shall be set off when the amount of damages is calculated.

如果双方就服务的保证服务水平达成一致，如果偏离该服务水平，则供应商应承担支付约定违约金的责任。斯堪尼亚还有权要求获得损害赔偿金，但应遵守第 28 条（责任限制）中的限制性规定。因服务偏离本合同要求而支付的约定违约金应在计算损害赔偿金的金额时予以抵销。

## 19 REQUEST FOR CHANGE 变更要求

19.1 The Supplier may not modify the Service(s), or change the way in which the Service(s) is provided, without Scania's written approval.

未经斯堪尼亚书面批准，供应商不得更改服务或改变提供服务的方式。

19.2 The Supplier shall work proactively and endeavour to constantly improve the performance of the Service(s).

供应商应积极努力，不断改进服务的履行。

19.3 Scania may, by written request to the Supplier, propose a change to the content of the Service(s). Within two (2) weeks from receipt of any such request, the Supplier shall inform Scania, in writing, whether it accepts the changes and regarding the consequences of the proposed change, including information regarding how the change will affect the Service(s) in respect of compensation, quality.

斯堪尼亚可通过向供应商发出书面请求，提议变更服务内容。收到此类请求的两 (2) 周内，供应商应书面告知斯堪尼亚其是否接受变更，并告知斯堪尼亚拟议变更的后果，包括该变更将如何对服务报酬和质量产生影响。

19.4 If Scania accepts these consequences, the Contract and appendices shall be updated in writing in respect of the agreed change. The Supplier shall thereafter perform the Service(s) in accordance with any agreed change. In the event the Parties have not reached an agreement regarding change of the Description, the previously agreed Description shall apply.

如果斯堪尼亚接受该等后果，本合同和附件应以书面形式就约定的变更进行更新。此后，供应商应根据任何约定的变更履行服务。如果双方未就说明的变更达成协议，则应采用先前约定的说明。

19.5 The Supplier shall not be entitled to refuse Scania's request for change, additions or modifications where the Supplier cannot demonstrate reasonable cause for such refusal.

如果供应商无法说明拒绝斯堪尼亚请求的合理理由，则供应商无权拒绝斯堪尼亚的该等变更、补充或修改要求。

## 20 SECURITY AND ACCESS 安全和访问

20.1 The Supplier, the Supplier's employees and any subcontractor shall comply with applicable security provisions in the Contract, any and all laws, regulations for information security applicable from time to time, and applicable information security policies of Scania including but not limited to the ISec Requirements in conjunction with of the Service(s).

供应商、供应商员工以及任何分包商应遵守本合同中的适用安全规定、不时适用的任何和所有信息安全法律法规，以及适用的斯堪尼亚信息安全政策，包括但不限于与服务相关的信息安全要求。

20.2 Supplier's personnel shall before entering in to an assignment at Scania's premises attend Scania's mandatory introduction training on Scania work place equipment, applications and security etc. The training will be provided by Scania free of charge and the Supplier shall not be entitled to any compensation for personnel attending the training.

供应商人员在进入斯堪尼亚经营场所执行任务之前，应参加斯堪尼亚关于斯堪尼亚工作场所设备、应用和安全等的强制性入门培训。培训由斯堪尼亚免费提供，供应商无权就参加培训的人员要求任何补偿。

20.3 The Supplier will ensure that all access (whether direct or remote) to Scania's premises or computer systems by the Supplier are in compliance with the security and audit requirements notified by Scania to the Supplier from time to time and such access by the Supplier personnel, agents and contractors is controlled by the Supplier and permitted only to the extent strictly necessary for the proper performance of the Service(s).

供应商将确保供应商进入斯堪尼亚经营场所或访问斯堪尼亚计算机系统（无论是直接访问还是远程访问）时均遵守斯堪尼亚不时通知供应商的安全和审计要求，并且供应商人员、代理和承包商的此类访问由供应商控制，仅在适当履行服务的严格必要范围内才允许进行此类访问。

20.4 The Supplier will implement and maintain similar levels of security that are used by Scania, including but not limited to similar measures relating to virus prevention, access controls and risk assessments.

供应商将实施和维护与斯堪尼亚类似的安全级别，包括但不限于与病毒预防、访问控制和风险评估相关的类似措施。

## 21 PERSONAL DATA PROTECTION 个人数据保护

Any processing of personal data on behalf of Scania shall be performed in accordance with Data Processing Agreement.

代表斯堪尼亚处理个人数据应根据数据处理协议进行。

## 22 INDEPENDENT CONTRACTORS 独立承包商

The Supplier is an independent contractor under the Contract and nothing herein will be construed to create a partnership or a joint venture between the Parties. The Supplier will have no authority to enter into agreements of any kind on behalf of Scania or to bind or obligate Scania in any manner in relation to any third party.

供应商是本合同项下的独立承包商，本合同中的任何内容均不得解释为双方共同创办合伙企业或合资企业。供应商无权代表斯堪尼亚签订任何类型的协议，也无权以任何方式使斯堪尼亚受到与任何第三方有关的约束或承担与任何第三方有关的义务。

## 23 SUBCONTRACTORS 分包商

The Supplier shall only be entitled to use subcontractors for the performance of the Service(s) to the extent agreed at the time of the execution of the Contract or thereafter agreed by the Parties in writing. The Supplier has the same responsibility for work performed by subcontractor as for his own work.

供应商仅在双方签署本合同时约定或之后双方书面约定的情况下，才有权使用分包商履行服务。供应商对分包商执行的工作承担责任，就如同由其自己执行一样。

## 24 INTELLECTUAL PROPERTY RIGHTS 知识产权

24.1 Subject to the Contract the Supplier grants to Scania a non-exclusive right to access and use the Service(s) and the applicable Documentation. The right to use the Service(s) is also granted to Scania Affiliated Companies and Scania Dealers without geographical limitations.

根据本合同规定, 供应商授予斯堪尼亚访问和使用服务和适用文档的非排他性权利。使用服务的权利也同样授予斯堪尼亚关联公司和斯堪尼亚经销商, 无地域限制。

24.2 Any Intellectual Property Rights relating to the Deliverables, shall vest in Scania with full and unlimited ownership, including the right to modify and transfer such Intellectual Property to a third party, unless otherwise is agreed.

除非另有约定, 与应交付成果相关的所有知识产权均应完全且无限制地归斯堪尼亚所有, 包括修改此类知识产权及将此类知识产权转让给第三方的权利。

24.3 Scania Data is and shall always remain the exclusive property of Scania and shall not, without Scania's approval, be used by the Supplier for any other purpose than to provide the Service(s).

斯堪尼亚数据是并应始终是斯堪尼亚的专属财产, 未经斯堪尼亚批准, 供应商不得将斯堪尼亚数据用于除提供服务以外的任何目的。

24.4 The Parties acknowledge that this Contract does not transfer any right, title or interest of any Intellectual Property Right, other than what is specifically regulated in this Contract.

双方承认, 本合同不会转让任何知识产权的任何权利、所有权或权益, 但本合同另有明确规定的除外。

## 25 TRADE MARKS AND REFERENCES 商标和引用

25.1 Neither Party may in any way use any of the other Party's trademarks, logotypes, or equivalent distinguishing markings in any relation to third parties without the prior written approval of the other Party.

未经另一方事先书面批准, 任何一方不得以任何方式使用另一方的商标、标识或与第三方有关的同等区分标记。

25.2 Neither Party may use its relationship with the other Party or the existence of this Contract for any marketing or financial purposes or as reference in any company presentations, press releases, on the internet or in any other way communicate it to the public without the prior written approval of the other Party.

未经另一方事先书面批准, 任何一方不得将其与另一方的关系或本合同的存在用于任何营销或财务目的, 或在任何公司演示、新闻稿中或在互联网引用, 或以其他方式向公众传达。

## 26 CLARIFICATION OF RIGHTS 权利说明

The Supplier represents and warrants that: 供应商陈述并保证:

- (i) the Service(s) provided under the Contract, does not require any further licence or royalty payment besides what is stated in the Contract;  
除本合同规定的之外, 根据本合同提供的服务无需支付任何其他的许可费或使用费。
- (ii) all rights, licenses, permits, authorizations and approvals required to deliver the Service(s) to Scania are obtained and will remain in full force throughout the term of the Contract and Scania's future use thereof; and 向斯堪尼亚交付服务所需的所有权利、执照、许可、授权和批准均已获得, 并将在整个本合同期限内以及斯堪尼亚未来使用期间保持完全有效; 以及
- (iii) should the warranty in this Clause not be fulfilled, the Supplier will consult with Scania prior to using any relevant third party service, and not proceed to utilize them without Scania's prior written approval.  
如果未能履行本条款中的保证, 供应商将在使用任何相关第三方服务之前与斯堪尼亚进行协商, 未经斯堪尼亚事先书面批准, 不得开始使用这些服务。

## 27 INFRINGEMENT 侵权

27.1 The Supplier shall defend, indemnify and hold Scania harmless from and against any and all damage suffered and costs and expenses (including reasonable attorney's fees) incurred as a result of any claim, suit or proceeding brought against Scania based on a claim that the use of any Service(s) furnished by Supplier under the Contract constitutes an infringement of any patent, copyright or any other Intellectual Property Right, or an unauthorized trade secret use; provided that the Supplier has been notified promptly in writing of such claim, and given authority, information, and assistance (at the Supplier's expense) to handle the claim or the defence of any suit, proceeding or settlement.

对于因使用供应商根据本合同提供的服务构成对任何专利、版权或任何其他知识产权的侵权, 或未经授权使用商业秘密而对斯堪尼亚提起的任何索赔、诉讼或诉讼程序, 致使斯堪尼亚遭受的任何和所有损害以及产生的成本和费用(包括合理的律师费), 供应商应对斯堪尼亚作出赔偿, 并为其抗辩, 使其免受损害, 但前提是供应商已及时收到关于此类索赔的书面通知, 并获得处理索赔或为任何诉讼、诉讼程序或和解进行抗辩的授权、信息和协助(费用由供应商承担)。

27.2 In the event that the Service(s) or any part thereof is held to constitute an infringement, and/or its further use is enjoined, the Supplier shall at its own expense and at its option, either

如果服务或其任何部分被认定构成侵权, 和/或服务的进一步使用被禁止, 则供应商应自行承担费用并自行选择以下中的任一项:

- (i) procure for Scania the right to continue the use of the Service(s); or 确保斯堪尼亚有权继续使用服务; 或
- (ii) replace the same with a non-infringing service of equivalent function and performance; or 将该服务替换为具有同等功能和履行的非侵权服务; 或

- (iii) modify the Service(s) so that it become non-infringing without detracting from function or performance.  
修改该服务, 在不减损其功能或履行的情况下使其成为非侵权服务。

27.3 Should none of these measures prove successful in spite of the Supplier using all efforts, then the Supplier shall refund the aggregate amount of fees and other remuneration paid hereunder in respect of the relevant Service.

如果供应商已尽全力, 但上述措施均未成功, 则供应商应退还根据本合同支付的与相关服务相关的费用和其他报酬的总额。

## 28 LIMITATION OF LIABILITY 责任限制

28.1 Subject to the limitations below neither Party will be liable to the other Party under the Contract for any loss of income, profit, revenue, business, goodwill or contracts or any other, incidental or indirect loss or damage of any kind whatsoever arising.

根据以下限制规定, 任何一方对另一方因本合同而引起的任何收入、利润、收益、业务、商誉或合同损失, 或其他任何形式的附带或间接损失或损害均不承担任何责任。

28.2 The limitations of liability shall not concern or limit

责任限制不得涉及或限制

- (i) the Supplier's liability according to Clause 27 (Infringements),  
根据第 27 条(侵权)规定的供应商责任,
- (ii) liability for breach of undertakings according to Clause 39 (Confidentiality and Access to Data),  
违反第 39 条(保密和访问数据)规定的承诺而承担的责任,
- (iii) liability for breach of undertakings relating to Clause 21 (Personal Data Protection),  
违反第 21 条(个人数据保护)相关的承诺而承担的责任,
- (iv) liability for breach of undertakings relating to Clause 33 (Supplier Code of Conduct),  
违反第 33 条(供应商行为准则)相关的承诺而承担的责任,
- (v) loss or corruption of data, or  
数据丢失或损坏, 或
- (vi) any liability in the event of wilful misconduct or gross negligence.  
因故意不当行为或重大过失而承担的任何责任。

28.3 In addition to what is stated in Clause 28.1 and 28.2 above, and in the absence of wilful misconduct or gross negligence, a Party's liability for damages shall per annum be limited to one hundred (100) percent of the annual compensation for the Service(s). This limitation of liability shall not limit the Supplier's liability according to Clause 28.2.

除了上述第 28.1 条和第 28.2 条的规定外, 在没有故意不当行为或重大过失的情况下, 一方每年的损害赔偿赔偿责任应限于每年服务报酬的百分之一百(100%)。该责任限制不得限制供应商在第 28.2 条下应承担的责任。

## 29 INSURANCE 保险

29.1 The Supplier will have in place and maintain appropriate insurance to reflect its liabilities under the Contract.

供应商应购买并维持适当的保险，以反映其在本合同项下的责任。

29.2 The Supplier shall at least maintain throughout the contract term hereof valid errors & omissions (E&O) liability insurance including public liability. All such insurance coverage purchased shall be placed with insurers of good financial strength with adequate sums insured and cover on worldwide geographical limits. The Supplier shall annually upon renewal of any relevant policy furnish Scania with a certificate of insurance as issued by its insurer/s or broker/s, showing key details such as insurer(s), policy number, sum(s) insured, basic coverage description, geographical limits, deductible(s), and main exclusions.

供应商应在整个合同期限内至少投保有效的错误和遗漏 (E&O) 责任险，包括公共责任险。所有此类保险均应由具有良好财务实力的保险公司承保，保险金额充足，保险范围涵盖全球地理范围限制。供应商应在每年续保任何相关保单后，向斯堪尼亚提供一份由其保险公司或经纪人出具的保险证明，该证明应显示保险公司、保单编号、投保金额、基本险别说明、地理限制、免赔额以及主要除外条款等关键信息。

29.3 The Supplier shall at its own expense take out and maintain general liability insurance for a satisfactory amount with regard to the Service(s) (however for a minimum of [ten million (10,000,000)] RMB for the calendar year during which the Service(s) is performed). In addition, the Supplier shall take out property insurance covering all Scania's equipment provided by Scania and in the Supplier's possession.

供应商应自担费用购买并维持与服务相关的一般责任险，且投保金额符合要求【但在履行服务的日历年内，最低投保金额为（一千万 (10,000,000) 元人民币）】。此外，供应商应为斯堪尼亚提供并由供应商持有的所有斯堪尼亚设备购买财产险。

## 30 QUALIFICATION CERTIFICATES 资格证书

The Supplier shall be qualified to perform the Service(s) hereunder and has all necessary license and permits. At Scania's request, the Supplier shall provide copies of such certificates for Scania's review and record.

供应商应具备履行本合同下服务的资格，并拥有所有必要的执照和许可。应斯堪尼亚的要求，供应商应提供此类证书的副本供斯堪尼亚审查和记录。

## 31 FORCE MAJEURE 不可抗力

31.1 Neither Party shall be liable to the other Party for any failure to perform any obligation under this Contract which is due to an event beyond the control of such Party including, but not limited to, war, riot, civil unrest, terrorism, strikes, lock-out and similar labour difficulties. The Party affected by such event shall inform the other Party of the same and shall use all reasonable efforts to comply with the terms of the Contract.

任何一方因发生超出其控制范围的事件而无法履行其在本合同下的义务，则该方对另一方不承担任何责任，该类事件包括但不限于战争、暴乱、内乱、恐怖主义、罢工及类似劳资纠纷。受此类事件影响的一方应将事件通知另一方，并应尽一切合理的努力遵守本合同条款。

31.2 If as a result of circumstances referred to in Clause 31.1 fulfilment of an obligation is delayed by more than ninety (90) days, the Party not prevented from fulfilling its obligations by such circumstances is entitled to terminate this Contract with immediate effect without incurring any liability therefore.

如果由于第 31.1 条所述的情况而使义务履行延迟超过九十 (90) 天，则义务履行不受此类情况影响的一方有权立即终止本合同，而无需承担任何责任。

## 32 SCANIA POLICIES AND OTHER STANDARDS 斯堪尼亚政策和其他标准

The Supplier shall comply with all and any Scania Policies and Procedures as well as applicable standards, as relevant for the Service(s) and as referred to in any part of the Contract or its appendices or as communicated from time to time to the Supplier by Scania.

供应商应遵守与服务相关并在本合同任何部分或其附件中提及，或斯堪尼亚不时向供应商传达的所有和任何斯堪尼亚政策和程序以及适用标准。

## 33 SUPPLIER CODE OF CONDUCT 供应商行为准则

The Supplier accepts and undertakes to comply with all requirements in the "Scania Supplier Code of Conduct" and any and all applicable policies of Scania including any amendments and changes therein and to conform to, and apply, the United Nations Global Compact. The Supplier agrees to implement a corresponding undertaking with its subcontractors.

供应商接受并承诺遵守《斯堪尼亚供应商行为准则》中的所有要求，以及任何和所有适用的斯堪尼亚政策，包括这些要求和政策的任何修订和变更，并遵守和适用《联合国全球契约》。供应商同意与其分包商落实相应的承诺。

## 34 ASSIGNMENT 转让

34.1 Neither Party may assign the Contract or any Purchase Order or any of its rights and obligations under the Contract or under a Purchase Order without the prior written consent of the other Party.

未经另一方事先书面同意，任何一方不得转让本合同或任何采购订单或其在本合同或采购订单下的任何权利和义务。

34.2 Scania may however, without such approval, assign its rights and obligations under the Contract to a Scania Affiliated Company.

但是，斯堪尼亚可在未经此类批准的情况下，将其在本合同项下的权利和义务转让给斯堪尼亚关联公司。

## 35 CHANGES AND AMENDMENTS 变更和修订

35.1 Changes and amendments to the Contract are valid only if made in writing and signed by both Parties hereto.

对本合同的变更和修订必须以书面形式作出，并经本合同双方签署后方可有效。

35.2 If any provision of the Contract or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the Parties shall amend the Contract in order to give effect to, so far as is possible, the spirit of the Contract. If the Parties fail to amend the Contract, the provision, which is void, invalid or unenforceable, shall be deemed deleted and the remaining provisions of the Contract shall continue in full force and effect unless the result would materially deviate from the Parties' intentions, in which case the Contract will instead be terminated.

如果本合同的任何条款或其适用因任何原因被宣告或被视为全部或部分无效或不可执行，则双方应修订本合同，以尽可能践行合约精神。如果双方未能修订本合同，则无效或不可执行的条款应视为已删除，本合同的其余条款应继续完全有效，除非该结果与双方的意愿存在重大偏差，在这种情况下，将终止本合同。

## 36 ENTIRE CONTRACT 合同的完整性

The Parties confirm that the Contract represents the entire understanding and constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the Parties.

双方确认，本合同代表双方对本合同标的达成的完整理解，构成双方就本合同标的的完整协议，并取代任何一方的任何高级管理人员、代理、员工或代表之前所作的口头或书面协议、契约、协定、通信、陈述或保证。

## 37 NOTICES 通知

37.1 All notices, requests or communications between the Parties shall be in writing and sent by courier, mail or by e-mail, to the addresses specified in the Contract or as subsequently amended.

双方之间的所有通知、请求或通信均采用书面形式，并通过快递、邮件或电子邮件发送至本合同指定的或之后修订的地址。

37.2 Notices shall be deemed to have been received by the recipient where:

在下列情况下，应视为收件人已收到通知：

- (i) if delivered by courier, upon delivery to the recipient;  
通过快递交付的，则在交付给收件人时；
- (ii) if sent by mail, three (3) days after posting; or  
通过邮件发送的，则在邮寄后三 (3) 天；或
- (iii) if sent by e-mail, upon dispatch provided receipt is duly confirmed by the other Party.  
通过电子邮件发送的，则在发送后，另一方正式确认收到时。

37.3 Changes of addresses must be notified by a Party in the manner prescribed in this Clause.

地址变更必须由一方按照本条款规定的方式发送通知。

## 38 COMPLIANCE WITH LAWS 遵守法律

38.1 The Supplier shall comply with all relevant laws and regulatory requirements. 供应商应遵守所有相关法律和法规要求。

38.2 Changes to the Service(s) which are necessitated by changes in law will be implemented by the Supplier, at its own costs, as soon as practical, and in any event no later than the effective date of such law or regulation.

因法律变更而需要对服务进行变更时，应由供应商在实际可行的情况下尽快实施，并且在任何情况下不得迟于此类法律或法规的生效日期，费用由供应商承担。

## 39 CONFIDENTIALITY AND ACCESS TO DATA 保密和访问数据

39.1 Each Party will  
任一方向将：

(a) treat as strictly confidential

对以下信息进行严格保密：

(i) all information obtained or received by it as a result of negotiating, entering into or performing its obligations under the Contract;

因谈判、签订本合同或履行本合同义务而获得或收到的所有信息；

(ii) all Scania Data;  
所有斯堪尼亚数据；

(iii) all business, financial, operational, technical and marketing information (or any other information of a secret or proprietary nature) relating to the other Party, and obtained (in each case) pursuant to or under the Contract (hereinafter jointly referred to as "Confidential Information");

根据本合同或根据本合同获得的（在每种情况下）与另一方相关的所有业务、财务、运营、技术和营销信息（或任何其他机密或专有信息）（以下统称为“机密信息”）。

(iv) the Contract and the Service(s) hereunder; and

本合同和本合同项下的服务；以及

(b) not, except with the prior written consent of the other Party, publish or otherwise disclose to any person any Confidential Information.

除非经另一方事先书面同意，否则不得向任何人发布或以其他方式披露任何机密信息。

39.2 Clause 39.1 will not apply if and to the extent that the Party disclosing Confidential Information can demonstrate that:

如果披露机密信息的一方能作出以下证明，则第 39.1 条规定将不适用：

(i) such disclosure is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over it and whether or not the requirement has the force of law; or

法律要求进行此类披露，或对其有管辖权的任何证券交易所、监管机构或政府机构要求披露，无论该要求是否具有法律效力；或

(ii) the Confidential Information concerned was lawfully in its possession (as evidenced by written records) prior to it being obtained or received; or

在获得或收到相关机密信息之前，已合法拥有该机密信息（由书面记录证明）；或

(iii) the Confidential Information concerned has come into the public domain other than through its fault.

相关机密信息在该方无过错的情况下进入公共领域。

39.3 Each Party is responsible to ensure that confidentiality is maintained through confidentiality undertakings with its employees and any subcontractors or by other appropriate measures.

各方有责任确保与其员工和任何分包商签订保密承诺或通过其他适当的措施进行保密。

39.4 Notwithstanding what is stated in this Clause 39, Scania may disclose confidential information to any legal entity within the Volkswagen group.

尽管有第 39 条的规定，斯堪尼亚可以向大众集团内的任何法律实体披露机密信息。

39.5 The conditions set forth in this Clause 39 shall continue to apply for a period of three (3) years after the termination of the Contract.

第 39 条规定的条件应在本合同终止后三 (3) 年内继续适用。

39.6 The Supplier may under no circumstance deny Scania access to Scania Data regardless of conflicting regulations in Contracts or any other contract term.

在任何情况下，供应商均不得拒绝斯堪尼亚对斯堪尼亚数据的访问，无论本合同或任何其他本合同条款中是否有相冲突的规定。

39.7 Scania Data is and shall always remain the exclusive property of Scania. The Supplier undertakes to only process Scania Data according to Scania's instructions and all laws, regulations for information security applicable from time to time, and applicable information security policies of Scania including but not limited to the ISec Requirements in conjunction with the Service(s) Scania.

斯堪尼亚数据是并应始终是斯堪尼亚的专属财产。供应商承诺仅根据斯堪尼亚的指示、不时适用的所有信息安全法律法规，以及适用的斯堪尼亚信息安全政策（包括但不限于与斯堪尼亚服务相关的信息安全要求）处理斯堪尼亚数据。

## 40 AUDIT RIGHTS 审计权

The Supplier shall free of charge provide Scania, Scania's auditors (including financial and security auditors) and regulators, such assistance and access (including access to people, premises and records) reasonably required in order to conduct audits and inspections of the Supplier and its subcontractors, in respect of the performance of the Service(s), the charges, security, financial matters and any other matters required by regulators, during the term of the Contract and for an agreed

period post termination or expiry of the Contract.

供应商应在本合同期限内及本合同终止或到期后的约定期限内，免费为斯堪尼亚、斯堪尼亚审计人员（包括财务审计员和安全稽核员）和监管机构提供合理所需的协助和访问权限（包括访问人员、进入经营场所和获取记录），以使审计人员和监管机构能够就服务的履行、费用、安全、财务事项以及监管机构要求的任何其他事项对供应商及其分包商进行审计和检查。

## 41 EARLY TERMINATION 提前终止

41.1 Either Party may terminate the Contract upon written notice with immediate effect in the event that the other Party:

如果一方处于以下情况，另一方可通过发出书面通知立即终止本合同：

(i) materially breaches its obligations under the Contract and which are incapable of remedy, or if the breach is capable of remedy, if the Party does not remedy the breach within thirty (30) days of notice from the other Party;

严重违反其在本合同项下的义务，且无法补救，或如果违约行为可以补救，但该方未能在收到另一方的通知后三十 (30) 天内进行补救；

(ii) becomes bankrupt, ceases payments, applies for company reconstruction, goes into liquidation or otherwise may be considered to be insolvent; or

破产、停止付款、申请公司重组、进入清算或以其他方式被视为无力偿还债务；或

(iii) the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

暂停或停止，或威胁即将暂停或停止其全部或大部分业务。

41.2 The Contract may be prematurely terminated by Scania, in whole or in part with immediate effect

在下列情况下，斯堪尼亚可立即永久终止本合同全部或部分：

(i) in the event that an important change in the ownership of the Supplier, directly or indirectly, occurs or if the Supplier's ownership structure undergoes a material change, or

如果供应商的所有权发生直接或间接的重大变化，或

(ii) if any warranty given in the Contract is found to be untrue or misleading.

如果发现本合同中给出的任何保证不真实或具有误导性。

## 42 CONSEQUENCES OF TERMINATION 终止后果

42.1 Any termination of the Contract (howsoever occasioned) shall not affect any accrued or future rights or liabilities of either Party under the Contract.

本合同的任何终止（无论何种原因）均不得影响任何一方在本合同项下的任何已经产生的或未来的权利或责任。



42.2 Upon termination of the Contract, the Supplier shall immediately return any material, equipment, data, objects and information that are the property of Scania (or any third party provider engaged by Scania) to Scania (or to the party identified by Scania), and those items which are in electronic form shall be delivered in electronic form in accordance with Scania's instructions.

本合同终止后，供应商应立即将属于斯堪尼亚（或斯堪尼亚聘用的任何第三方供应商）财产的任何材料、设备、数据、物品和信息归还斯堪尼亚（或斯堪尼亚指定的一方），电子形式的物品应按照斯堪尼亚指示以电子形式交付。

42.3 The Supplier shall also assist Scania and/or the replacement supplier to the extent reasonably required to facilitate a smooth migration of the Service(s) to Scania or the replacement supplier. If Scania terminates the Contract in accordance with Clause 41, such co-operation and assistance shall be provided at no cost to Scania. In all other cases, the Supplier may charge a reasonable sum to cover the cost of providing such co-operation and assistance.

供应商还应在合理需要的范围内协助斯堪尼亚和/或替代供应商，为将服务顺利转移至斯堪尼亚或替代供应商提供便利。如果斯堪尼亚根据第 41 条终止本合同，此类合作和协助应免费向斯堪尼亚提供。在所有其他情况下，供应商可以收取合理的费用，以支付提供此类合作和协助的费用。

42.4 Upon written request by Scania, the Supplier shall permanently and irrevocably destroy all data and other information concerning the Contract and/or Service(s).

根据斯堪尼亚的书面要求，供应商应永久并不可撤销地销毁与本合同和/或服务相关的所有数据和其他信息。

42.5 Scania shall not in any circumstances be liable to the Supplier for redundancy payments and staff termination costs arising from termination or expiry of the Contract.

在任何情况下，斯堪尼亚对供应商因本合同终止或到期而产生的裁员费用和员工解雇费用不承担任何责任。

### **43 GOVERNING LAW AND DISPUTE RESOLUTION**

#### **适用法律和争议解决**

43.1 This Contract shall be governed by and construed in accordance with the laws of PRC without regard to its principles of conflict of laws.

本合同受中华人民共和国法律管辖并据其解释，但不包括其法律冲突原则。

43.2 Any dispute, controversy or claim arising out of or in connection with the Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Shanghai International Arbitration Centre. The arbitral tribunal shall be composed of three arbitrators.

任何因本合同或本合同违约、终止或无效而产生或与之相关的争议、纠纷或索赔，应根据上海国际仲裁中心的仲裁规则通过仲裁最终解决。仲裁庭应由三名仲裁员组成。

43.3 The seat of arbitration shall be Shanghai.

仲裁地点应为上海。

43.4 The language to be used in the arbitral proceedings shall be Chinese or English.

仲裁程序使用的语言应为中文或英文。

43.5 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration Clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior consent by the other Party.

双方承诺并同意，根据本仲裁条款进行的所有仲裁程序将严格保密。本保密承诺应涵盖此类仲裁程序过程中披露的所有信息，以及在程序期间作出或宣布的任何裁定或裁决。未经另一方事先同意，本保密承诺涵盖的信息不得以任何形式披露给第三方。