

General Terms and Conditions

一般条款和条件

1. DEFINITIONS 定义

In this Agreement, unless inconsistent with the context or otherwise specified, the following terms shall have the following meanings:

在本协议中，除非与上下文不一致或文中另有所指，下列文字应具有以下的含义：

“**PRC**” means the People’s Republic of China (for purpose of this Agreement, excludes Hong Kong SAR, Macao SAR and Taiwan district);

“**中国**”是指中华人民共和国（为本协议之目的，不包括香港特别行政区、澳门特别行政区以及台湾地区）；

“**RMB**” means Renminbi, the lawful currency of the PRC;

“**人民币**”是指中国的法定货币；

“**Agreement**” means this General Terms and Conditions, together with Purchasing Order/ Purchasing Agreement signed by Buyer and Vendor and all the Appendices hereof;

“**本协议**”是指本一般条款和条件、由买方和卖方签署的采购订单/采购协议以及所有附件；

“**Services**” means any services to be supplied to Buyer by Vendor in relation to this Agreement, as specified in details in the Purchasing Order/ Purchasing Agreement;

“**服务**”是指采购订单/采购协议中列明的与本协议相关的、由卖方提供给买方的服务；

“**Goods**” means any goods to be purchased by Buyer from Vendor in relation to this Agreement, as specified in details in the Purchasing Order/ Purchasing Agreement;

“**商品**”是指采购订单/采购协议中列明的、与本协议相关的、由卖方提供给买方的商品；

“**Contract Price/Fees and Expenses**” means the subtotal referred to in the Purchasing Order/ Purchasing Agreement for Vendor’s provision of Services and/or Goods;

“**合同价格/费用**”是指在采购订单/采购协议中列明的买方向卖方支付的服务和/或商品的费用；

“**Working Staff**” means in respect of either party, any personnel engaged by such party (including without limitation to the employees, agents and sub-contractors) in connection with this Agreement;

“**工作人员**”是指为本协议之目的，任何一方雇佣的任何人员（包括但不限于员工、代理人以及承包商）；

“**Taxes**” means all taxes, duties or charges levied or imposed by any governmental authority (other than taxes imposed on either party’s income) and includes, without limitation, value-added tax or similar broad based consumption tax or withholding taxes involved in the overseas payments; and

“**税**”是指任何相关的政府机构征收的税、关税或费用（但不包括所得税），包括但不限于增值税、消费税或在海外付款中涉及的代扣代缴税款；以及

“**Affiliate**” means any entity, directly or indirectly, controlling, controlled by, or under common control with such entity, in each case on, or at any time after, the date of this Agreement (as defined below), where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management of a person or entity, whether through the ownership of securities, by contract or otherwise;

“**关联企业**”是指在本协议签订之日（详见下文之定义）之后的任何时间直接或间接地控制、被控制、或与该实体同属于一个控制人的任何实体。“控制”是指直接或间接地通过持股、合同或其他方式拥有管理另一人或实体的权力；

“**Effective Date**” means the date on which Buyer and Vendor signs the Purchasing Order/ Purchasing Agreement. In the case Buyer and Vendor does not sign the Purchasing Order/ Purchasing Agreement at the same date, Effective Date means the later signature date;

“**生效日**”是指买方和卖方签署采购订单/采购协议的日期。在买方和卖方不在同一日期签署采购订单/采购协议的情况下，生效日是指日期较后的签署日期；

“Business Day” or “Working Day” means any day other than the national holidays on which the commercial banks are generally open for business in PRC;

“营业日”或“工作日”是指除中国国家公众假日外的中国商业银行通常营业的日期；

“Confidential Information” means, any and all proprietary and other information concerning Buyer's business and operation or related to this Agreement, which becomes known to Vendor as a result of performance of this Agreement. Proprietary information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, formulations and pricing information as well as the existence, contents and results of this Agreement; but shall not include any such information or material insofar as it is proven that it:

“保密信息”是指卖方履行本协议而知悉的、关于买方的商业及其运营、或与本协议相关的任何及所有专有信息及其他信息。专有的信息包括，但不限于企业计划和战略、新产品的样品、说明、规划以及定价信息和关于本协议的存在、其内容和结果的信息；但是不包括：

- a. was in the receiving party's possession prior to receipt from the other party;
卖方在接受之前就已经拥有的信息和材料；
- b. was received by a party in good faith from a third party not subject to a confidentiality obligation;
卖方从第三方合法获得的无需承担保密义务的信息和材料；
- c. now is or later becomes publicly known through no breach of the confidentiality obligations of the receiving party;
非因卖方违反保密义务，目前或今后为公众所知的信息和材料；
- d. was developed by the receiving party without the developing persons having had access to any of the Confidential Information of the other party; or
未接触买方机密信息的开发人员独自开发的信息和材料；或
- e. is authorised in writing by the party to whom the information relates to be released or is designated in writing by

the party to whom the information relates as no longer being confidential or proprietary.

经买方书面授权公开或经买方书面指定为不再保密或不再拥有的任何信息或材料。

2. INTERPRETATIONS 释义

2.1 A reference to any statute, enactment, ordinance, order, regulation or other similar instrument includes a reference to the statute, enactment, ordinance, order, regulation or instrument as from time to time amended, extended, re-enacted or consolidated and all statutory instruments, orders, regulations or instruments made pursuant to it.

在提到任何法律、法规、条例、命令、规章或其他类似文件时应包括在不同时间内对上述法律、法规、条例、命令、规章或文件所作的修订、扩展、重新制定或合并，以及依据其各种法律文书、命令、规章或文件。

2.2 Clause headings are for ease of reference only and are not intended to be part of or to affect the meaning, interpretation or construction of any of the terms and conditions of the Agreement.

条款标题仅供参考，不得当作本协议任何条款或条件的组成部分且不能对其涵义、解释或构成产生任何影响。

2.3 A reference to any gender includes any other gender and the plural shall include the singular and bodies corporate shall include unincorporated bodies and (in each case) vice versa.

在提到任何一种性别时应同时包含另一性别；在使用复数时应同时包含单数；在提到法人团体时应同时包含非法人团体。在上述各种情况中反之亦然。

2.4 Unless the context otherwise requires, those provisions

contained in the Agreement which relate to any subject matter of which there are more than one shall apply severally to each.

除非上下文另有说明，否则本协议中与一项以上任何事务有关的条款均应分别适用。

2.5 Clauses, Sections, Pages, and the Schedules referenced by name shall refer to the Clause, Section, Page, or the Schedule having the title referred to.

引用名称的条款、章节、页码及附录是指该引用名称下的条款、章节、页码及附录。

2.6 The meaning of general words is not limited by specific examples introduced by "including", "for example" or "such as" or their derivatives.

通用文字的涵意不仅限于“包括”、“例如”或“譬如”或其派生词所列举的特定例子。

3. REPRESENTATIONS AND WARRANTIES 陈述与保证

3.1 Each party represents and warrants to the other party that as of Effective Date of this Agreement:

本协议项下的一方向另一方陈述与保证，自生效日起：

a. It is duly organized and validly existing in good standing under the laws of the place of its establishment and principal place of business, possessing full capacity for civil rights and capacity for civil conductions;

其依据其设立地和主要营业地的法律有效设立和合法存续，具有完全的民事权利能力和民事行为能力；

b. It has full authority to enter into this Agreement and to perform its obligations hereunder;

其具有完整的权力签署本协议并且履行其在本协议项下之义务；

c. It has duly authorized its

representative to sign this Agreement, and from and after the Effective Date the provisions of this Agreement shall be legally binding upon it;

其已适当授权其代表签署本协议，并且自本协议生效日起，本协议的条款对其有法律约束力；

d. Its execution of this Agreement and its performance of its obligations hereunder: (i) will not violate any provision of its business license, articles of incorporation, articles of association or similar organizational documents; (ii) will not violate any applicable law or any governmental authorization or approval, and (iii) will not violate or result in a default under any contract to which it is a party or to which it is subject;

其签署和履行本协议：（i）不会违反其营业执照、公司章程或类似的组织文件；（ii）不会违反任何可适用的法律或任何政府授权或批准；和（iii）不会违反或导致其不能履行其作为合同一方或对其具有约束力的合同；

e. No lawsuit, arbitration or other legal or governmental proceeding is pending or, to its knowledge, threatened against it that would adversely affect its ability to perform its obligations under this Agreement; and

其无未决的诉讼、仲裁或其它法律或政府程序，或就其所知，将对其履行本协议项下的义务产生负面影响的上述程序；和

f. It has disclosed to the other party all documents issued by any governmental authority that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to the other party do not contain any misstatements or omission of material facts.

其已向另一方披露所有由政府部门发出的、可能对其完全履行其在本

协议项下的义务产生重大负面影响的文件，且所有其此前向另一方提供的文件并无包含虚假陈述或遗漏重要事实。

3.2 **Consequences of Inaccuracy in Representations and Warranties**
不实陈述的后果

If any of the above representations and warranties of a party is inaccurate in material aspects as of the Effective Date, such party shall be in material breach of this Agreement.

如果上述任何一方的陈述与保证自生效日起在任何实质方面是不准确的，该协议方将视为根本性违反本协议。

4. **RELATIONSHIP**
关系

4.1 This Agreement does not form an authorization granted by Buyer to Vendor for exclusively rendering the Services and/or Goods as specified in the Purchasing Order/ Purchasing Agreement. Buyer is entitled to establish any contractual relationship with any third party for such Services and/or Goods concurrently.

本协议并不构成买方就采购订单/采购协议中列明的服务和/或商品授予卖方独家提供上述服务和/或商品的权利。买方有权就上述服务和/或商品同时与任何第三方签署合同。

4.2 Except as expressly authorized under this Agreement, neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of the other party.

除非本协议另有明确的授权，本协议项下的任何一方无权假借另一方的名义，代表另一方作出意思表示或者代表另一方签署合同。

4.3 No Vendor's Working Staff shall be construed as being an

employee of Buyer as the result of performance of this Agreement, and Vendor shall be fully responsible for its Working Staff for any and all property damage and personal injury incurred from performance of this Agreement.

卖方的工作人员不得由于履行本协议而被视为买方的员工。卖方应当对其工作人员由于履行本协议而导致的任何及所有财产损失及人身伤害承担全部的责任。

5. **QUALITY AND DELIVERY**
质量和交付

5.1 Vendor shall do its best with all due care and diligence on rendering the Services and/or providing Goods to Buyer, and ensure to complete the Services and/or deliver the Goods successfully and timely as agreed upon by both parties under this Agreement. In the case Vendor fails to provide the Services and/or Goods as specified in this Agreement and the attached appendices, or in the case the quality of the Services and/or Goods provided by the Vendor fails to meet the standards as required by the Buyer, Buyer shall be entitled to deduct its payment of Contract Price/Fees and Expenses or claim refund of paid Contract Price/ Fees and Expenses and to claim liquidated damages against Vendor for breach of this Agreement.

卖方应当尽其最大的注意和勤勉的义务向买方提供本协议项下的服务和/或商品，以及确保按时和成功地按照本协议的约定向买方提供服务和/或交付商品。若卖方不能按照本协议及其附件的约定向买方提供服务和/或商品，或卖方提供的服务和/或商品不能达到买方要求的标准，买方有权减免合同价格/费用，或者主张返还已经支付的合同价格/费用，以及向卖方主张违约金。

5.2 Buyer is entitled under this

Agreement to require Vendor to replace any Working Staff who has been proved to be incompetent to perform obligations under this Agreement. Vendor shall promptly replace the Working Staff upon receipt of Buyer's request for replacement. In the case the Vendor fails to replace the relevant Working Staff in accordance with Buyer's timelines and requirements as stated in the replacement request, Buyer is entitled to early terminate or rescind this Agreement or adjust the services scope, without compensating the Vendor.

买方有权要求卖方更换被证实无法适当履行本协议项下义务的工作人员。卖方应当在收到买方要求更换的通知后立即更换该工作人员。如果卖方不能按照买方在更换通知中的要求和设定的时间更换相关的工作人员，买方有权提前终止或解除本协议，或调整相应的服务范围，而无须补偿卖方。

5.3 If any Working Staff of Vendor causes damage to Buyer by his/her negligence or intentional action, Buyer is entitled to claim for compensation against Vendor and Vendor shall keep Buyer harmless and fully indemnified for damages incurred. In addition, Buyer is entitled to early terminate or rescind this Agreement at its own discretion without further compensating the Vendor.

在卖方的工作人员由于故意或过失导致买方损害的情况下，买方有权向卖方主张损害赔偿，同时卖方应当全额赔偿买方因此而受到的任何损失。另外，买方有权在无须补偿卖方的情况下提前终止或解除本协议。

5.4 Until fully completion and acceptance of the Services and/or Goods under this Agreement, Buyer is entitled to amend or supplement this Agreement at any time and at its reasonable discretion. Should such adjustments change the scope of

Services and/or Goods as set forth herein and Vendor's workload in a significant manner, the parties shall reach a supplementary agreement separately for the changed scope of Services and/or Goods.

直至本协议项下提供的服务和/商品被完全的履行且被买方所接受之前，买方有权在其认为合理的情况下修改和补充本协议。如果上述修改和补充对本协议项下约定的服务和/或商品的范围和卖方的工作量造成重大的变化，买卖双方应当就变更后的服务范围 and/或商品的类型另行达成补充协议。

6. PAYMENT

付款

6.1 Contract Price/Fees and Expenses 合同价格/费用

a. The parties agree that the payment of Contract Price/Fees and Expenses shall be settled in accordance with time schedule (work schedule) and quality requirements as specified in relevant Appendix of this Agreement.

买卖双方同意本协议项下的合同价格/费用的支付应当按照本协议附件中列明的日期（工作进度表）和质量要求进行。

b. For domestic payment, the Contract Price/Fees and Expenses shall be inclusive value added tax (VAT) to be levied on Vendor in accordance with the applicable laws and regulations of PRC by virtue of or relating to the provision of the Services and/or Goods under this Agreement, unless this Agreement expressly provides otherwise. For overseas payment, Vendor and Buyer shall expressly agree on whether the Contract Price/Fees shall be inclusive or exclusive of the taxes and duties to be levied on Vendor in accordance with the applicable

laws and regulations of PRC by virtue of or relating to the provision of the Services and /or Goods under this Agreement.

对于境内付款，除非本协议另有明确约定，本协议项下的合同价格/费用应当包括根据适用的中国法律卖方应当承担的与提供本协议项下的服务和/或商品相关的增值税。对于海外付款，买卖双方应在本协议项下明确约定合同价格/费用是否包括根据适用的中国法律法规，应向卖方征收的与提供本协议项下的服务和/或商品相关的税费和关税。

- c. Vendor shall ensure that the actual amount of expenses under this Agreement does not exceed the total sum of the Contract Price/Fees and Expenses. If additional fees and expenses are indeed required which are beyond the reasonable control of and were not reasonably foreseeable by the Vendor, Vendor shall obtain Buyer's prior written approval for such additional amount(s) prior to the occurrence of the additional fees and expenses. Vendor agrees and acknowledges that Buyer is not liable or responsible for such amounts if they are incurred without Buyer's written approval or before Buyer's written approval is obtained.

卖方应当确保本协议项下发生的费用不应当超出总的合同价格/费用。在卖方无法合理控制和无法合理预见的情况下发生的额外的费用，卖方应当就该额外费用的发生事先获得买方的书面同意。卖方在此同意和确认，在买方就该额外费用的发生未做出书面同意、或者该书面同意未被卖方事先获得的情况下，买方无须就该额外的费用负责。

- d. The Contract Price/Fees and Expenses include all expenses paid or incurred by Vendor in connection with Vendor's performance of its obligations under this Agreement, including without limitation, any and all third

party costs, travelling costs, communication expenses, and out-of-pocket expenses. Unless otherwise expressly approved in writing by Buyer, Vendor is not entitled to any reimbursement or payment from Buyer in addition to the Contract Price/Fees and Expenses.

本协议项下的合同价格/费用包括卖方由于履行本协议而支付的或承担的所有费用，包括但不限于所有的第三方支出、差旅费、通信费以及任何其它的费用。除非买方另有明确的书面同意，卖方无权要求买方就合同价格/费用以外的部分对卖方进行补偿或支付。

6.2 Payment Terms 付款方式

- a. After acceptance of the Service/Goods by Buyer, Vendor shall issue legally valid tax invoice of the Contract Price due for payment to Buyer under Buyer's notification. Buyer shall make payment to Vendor within forty five (45) working days upon receipt of the legally valid tax invoices and corresponding payment documentation in accordance with Buyer's requirement.

买方接受服务/商品后，卖方应依据买方开票通知向买方出具与应当支付的合同价格数额相当的合法有效的税务发票。买方应于收到该等符合买方要求的税务发票及相应付款证明文件后的四十五（45）个工作日内向卖方进行支付。

- b. Vendor agrees to exempt Buyer from any late payment penalty in the case the late payment is incurred by reasons not attributable to Buyer's faults, and such late payment shall not constitute any limitation or prohibition on Buyer to obtain all the legitimate titles and rights of the Services and/or Goods under this Agreement.

卖方同意免除买方非因买方过错造成的任何的迟延付款的罚金。买方

的迟延付款并不构成买方获得本协议项下对相关服务和/或商品所有合法所有权和权利的限制和禁止。

- c. For overseas payment, due to the fact that such payment is subject to successful conclusion of the legally required tax and foreign exchange procedures in China, Vendor shall timely provide Buyer with documents that may be required by the tax and foreign exchange authorities of China in relation to the payment.

对于海外付款，由于该类付款应在中国成功完成相关法律要求的税务及外汇程序，因此卖方应及时向买方提供中国税务及外汇监管机构可能要求的、与该等付款相关的文件。

- d. Furthermore, Vendor agrees to exempt Buyer from “late payment penalty” if such late payment is by reasons attributable by the related overseas-payment process, and that such delay is uncontrollable by the Buyer therefore is inevitable, then and such late payment shall not constitute any limitation or prohibition on Buyer to obtain all the legitimate titles and rights of the Services and/or Goods under this Agreement.

另外，卖方确认对于任何由于海外付款流程而导致的无法不受买方控制的，因而是无法避免的延迟付款，卖方将不追究买方责任，且该等延迟付款不会构成买方获得本协议项下对相关服务和/或商品所有的合法的权利和权益的限制和禁止。

- e. Payment is made via bank transfer or bank acceptance. The parties are responsible for their own bank charges incurred in relation to the transaction under this Agreement. 本协议项下的付款通过银行转账或者银行承兑汇票进行。双方对其各自的银行费用负责。

7. TAXES 税费

Except to the extent that this

Agreement expressly provides otherwise, any and all taxes and/or duties in connection with the execution of this Agreement to be levied on Buyer shall be payable by Buyer, while any and all taxes and/or duties in connection with the execution of this Agreement to be levied on Vendor shall be payable by Vendor. For domestic payment, the amount of Contract Price/Fees and Expenses stipulated in this Agreement shall be a gross amount including VAT levied on the Vendor in PRC and any applicable tax authority in connection with the execution of this Agreement. For overseas payment, Vendor and Buyer shall expressly agree on whether the Contract Price/Fees shall be inclusive or exclusive of the taxes and duties to be levied on Vendor in accordance with the applicable laws and regulations of PRC by virtue of or relating to the provision of the Services and /or Goods under this Agreement.

除非本协议另有明确的约定，买卖双方应当各自对其由于签署本协议而应当缴付的税费负责。对于境内付款，本协议项下的合同价格/费用应当包括卖方应当向中国及适用的税务机构缴付的增值税。对于海外付款，买卖双方应在本协议项下明确约定合同价格/费用是否包括根据适用的中国法律法规，应向卖方征收的与提供本协议项下的服务和/或商品相关的税费和关税。

8. RIGHTS OF OWNERSHIP 财产及资料所有权

- 8.1 All deliverable concept, code, artwork, images, communication, materials, drawings, information, design, data, reports, analysis, presentations, electronic tools, applications and systems, and other work (“**Materials**”) created by Vendor and its Working Staff pursuant to this Agreement and intended for adoption and exploitation by Buyer shall be the

sole property of Buyer (rather than Vendor or its Working Staff). Vendor undertakes that it and its Working Staff shall not use for a purpose other than this Agreement, or provide to any third party (including any Vendor's Working Staff not involved in providing Services and/or Goods to Buyer) the aforementioned Materials, as well as any Goods produced under this Agreement without the prior written consent of Buyer.

所有根据本协议由卖方及其工作人员创造的可交付的、用以由买方接受和利用的创意、代码、作品、图像、通信、资料、图纸、信息、设计、数据、报告、分析、讲座、电子工具、应用程序和系统及其他工作成果（“资料”）的所有权均归买方所有（而非卖方及其工作人员）。卖方承诺，未经买方事先书面同意，卖方及其工作人员不得将上述资料用于本协议约定范围以外的其他用途，或向任何第三方（包括未参与向买方提供服务和/或商品的卖方之其他工作人员）提供上述资料。

8.2 In the event that any general know-how and prior intellectual property of the Vendor is embedded as a part of Materials, Vendor grants to Buyer and any third party designated by Buyer a non-exclusive, non-transferable, royalty free, perpetual license to use from the Effective Date such know-how and prior intellectual property that are embedded in such Materials and/or form an integral of such Materials to enable Buyer's use of such Materials.

如果卖方的任何一般专有技术和现有知识产权作为材料的一部分被嵌入，则卖方授予买方和买方指定的任何第三方非排他性的、不可转让的、免版税的、永久的许可，从生效日期起使用该等材料中嵌入的专有技术和现有知识产权和/或构成该等材料的组成部分，以使买方能够使用该等材料。

8.3 Vendor shall ensure that, to the fullest extent possible under the law, Buyer shall own any and all rights, title and interests (including without limitation copyrights, trademarks, patents, domain name and other intellectual property rights and trade secrets) with respect to any work or Goods created or developed by Vendor pursuant to this Agreement and utilized by Buyer.

卖方应尽一切合法之可能保证买方对卖方根据本协议或按买方指示创建或开发的所有工作及成果享有全部权利、所有权及利益，包括但不限于版权、商标、专利、域名其他知识产权和商业秘密。

8.4 Vendor represents and guarantees that it will abide by all relevant legal requirements in its performance of this Agreement and it shall not infringe any legal rights of any third parties, including but not limited to copyrights, trademarks, patents and other intellectual property rights and trade secrets, in the course of providing the Services and/or Goods. Vendor shall fully indemnify and hold harmless Buyer against any loss, liability, claim or penalty from any third party.

卖方陈述并保证其在提供服务 and/或商品的过程中不违反法律且不侵犯任何第三方的任何法律权利，包括但不限于版权、商标、专利、其他知识产权和商业秘密。卖方应使买方免受损害并向买方全额赔偿任何第三方向买方提出的任何损失，责任，索赔或处罚。

8.5 Vendor undertakes to use all best care in handling and storing of the Materials and any information or property provided by Buyer under this Agreement. Once such Materials, information or property of Buyer are forwarded to or produced by Vendor and its Working Staff, Vendor becomes

responsible for the safekeeping of these Materials, information or property. Vendor shall be liable for any loss or damage or destruction of such Materials, information or property, including without limitation any loss or damage caused by its Working Staff or third parties.

卖方承诺将尽其所能保管和保存资料及买方在本协议项下提供的其他信息或财产。一旦买方转交给卖方前述资料、信息或财产，或卖方及其工作人员为买方完成创作成果，卖方即有义务将相关资料、信息或财产妥善保管。卖方对因卖方及其工作人员原因导致的任何资料、信息或财产的遗失或损坏承担全部责任。

8.6 Upon termination or expiration of this Agreement, Vendor shall transfer, assign and make available to Buyer all property and Materials in Vendor's possession or subject to Vendor's control (including all property and Materials in possession of Vendor's Working Staff or third parties) that are the property of Buyer, regardless of what form such Materials are in (e.g. electronic, paper-based) and regardless of whether such Materials had been obtained under the terms of this Agreement or by any other method.

在本协议期满或终止后，卖方应当将卖方及其工作人员或第三方占有、保管或实际控制的属于买方所有的全部财产和材料返还给买方，无论该资料以何种形式存在（如电子或纸制），也不论该资料是否基于本协议条款或任何其他方式获得。

8.7 Vendor agrees to impose the same obligations as defined in this Article 8 (Rights of Ownership) and Article 9 (Confidentiality and Data Protection Agreement) on its Working Staff, and shall be liable for any breach of the obligations by its Working Staff.
卖方同意对其工作人员应遵守本协

议第 8 条（资料所有权）及第 9 条（保密条款和<数据保护协议>）约定的同等义务，并对卖方工作人员违反前述条款约定的任何义务承担赔偿责任。

8.8 Except otherwise agreed by the Buyer in writing, Vendor and / or their affiliated entities / associates/ assignees/ contractors, etc. do not have the right to use any and all registered trademarks of Volkswagen Group (all brands) worldwide, nor shall they have the right to profit from them.

除非得到买方另外的书面确认，卖方和/或其关联企业/合作伙伴/受托人/承包商等均无权使用大众集团旗下任何及所有品牌（在全球范围内）的所有注册商标，也没有权利从该等使用中获取利益。

9. CONFIDENTIALITY AND DATA PROTECTION AGREEMENT

保密条款和《数据保护协议》

9.1 Vendor, on behalf of itself and its working staff, hereby covenants and agrees that Vendor shall:
卖方代表其及其工作人员在此承诺及同意：

a. exercise best care and caution to keep confidential any and all Confidential Information and other information concerning the business and operation of Buyer, any Affiliate or any related third party, or is otherwise related to this Agreement, which becomes known to Vendor as a result of performance of this Agreement; Such information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, pricing information and the contents and results of this Agreement;

卖方应当尽最大限度的谨慎注意义务对所有在履行本协议的过程中获知的、与买方及其关联企业或任何关联的第三方的经营和业务或与本协议相关的任何及所有保密信息及

其他信息进行保密。这些信息包括，但不限于买方企业战略计划、新产品样品和说明手册、价格信息以及本协议的内容和履行本协议的结果；

- b. not disclose any Confidential Information to any third party (including any employees of Vendor not involved in providing Services and/or Goods to Buyer), unless to do so is required in connection with the performance of its obligations under this Agreement and is approved by Buyer in advance, and under such circumstances Vendor shall ensure that the said third party is made aware of and complies with Vendor's obligations of confidentiality under this Agreement; and where it is necessary to disclose Confidential Information of Buyer to a third party in the course of subcontracting, Vendor agrees to ensure that the relevant third party is made aware of and comply with the obligations of confidentiality stipulated under this Agreement before disclosing the Confidential Information on a "need-to-know" basis. If requested by Buyer, Vendor shall ensure that such third party maintain the confidentiality of the Confidential Information by executing separate confidentiality agreement with such third party on terms no less strict than those set out under this Agreement. Notwithstanding the foregoing, Vendor shall be liable for any breach of confidentiality by such third party.

卖方不得向任何第三方（包括未涉及向买方提供服务 and/或商品的任何卖方雇员）披露任何保密信息，除非在其履行本协议时需要并经买方书面同意的情况下才能向第三方披露，但卖方应保证该第三方知悉并遵守卖方的保密义务。在经过买方事先书面同意的情况下，卖方可以委托代理商或分包商从事本协议项下的部分服务，在根据分包协议需要向第三方披露买方的保密信

息时，在卖方根据“需知原则”披露保密信息前，卖方应确保相关第三方已知晓并遵守本协议项下规定的保密义务。应买方要求，卖方应确保与该第三方签订单独的保密协议，且该协议规定之保密义务的程度不得低于本协议之规定。尽管有前述规定，卖方应对该等第三方违反保密义务的行为承担责任。

- c. not use, or enable any third party to use, any Confidential Information for a purpose other than the performance of obligations under this Agreement; and

卖方不得将任何保密信息用于除履行本协议项下义务以外的其他用途，亦不得使任何第三方从事该等行为；并且

- d. return to Buyer all Confidential Information then in the possession of Vendor and/or its permitted subcontractor at the termination or expiration of this Agreement.

在本协议终止或期满时，卖方应由卖方和/或卖方的分包商占有、控制的所有保密信息归还给买方。

- 9.2 The parties agree that the confidentiality obligations stipulated under this Article 9 shall survive the termination of this Agreement.

买卖双方同意本第9条款中约定的保密义务在本协议终止后继续有效。

- 9.3 If Vendor, any Working Staff of Vendor, or any third party (including Vendor's Affiliate) obtaining the confidential information from Vendor, or any Working Staff of such third party intentionally or negligently breaches any of the confidentiality obligations stipulated under this Article 9, Vendor shall be held liable for its own breach and for all breaches committed by its Working Staff, third party and Working Staff of such third party, and shall compensate Buyer for any and all damages resulting

from such breach, including, without limitation, legal costs, and Vendor shall pay to the Buyer an additional liquidated damages amounting to 30% of the Contract Price/Fees and Expenses.

如果卖方、其工作人员或从卖方处获得保密信息的任何第三方（包括卖方的关联企业）及其工作人员故意或过失违反本第 9 条款中约定的保密义务，卖方应对其自身以及其雇员或第三方及该第三方工作人员的违约行为负责，并应赔偿买方由此遭受的任何及所有损失，包括但不限于法律费用，并且卖方应当向买方支付相当于本协议全部合同价格/费用的 30%作为违约金。

9.4 In case any Working Staff of Vendor or of third party obtaining confidential information from Vendor breaches any of the confidentiality obligations stipulated under this Article 9, Buyer shall have the right to require Vendor to immediately exclude the Working Staff from the performance of this Agreement. 买方有权要求卖方立即将违反本第 9 条款中约定的保密义务的卖方工作人员或从卖方处获取保密信息的任何第三方工作人员排除在本协议的履行之外。

9.5 In the event of a breach or threatened breach of the confidentiality obligations stipulated under this Article 9, Buyer is also entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies and/or prevent the breach. Any such remedy shall be in addition to and not in lieu of any other remedies available to Buyer under this Agreement. 如卖方有违反或将要违反本第 9 条款中约定的保密义务的情形，买方也有权向法院申请停止侵害、强制履行以获得立即救济和/或阻止违约行为。这些救济措施为其他法律救济措施之外的救济方式，买方可与之并行适用。

9.6 If there is any activities in connection with the processing by the one party of the personal data made available to it by the other party, the parties agree to perform the Data Protection Agreement (the "DPA", if any) to regulate any personal data protection matter arising out of or in connection with the Agreement. To avoid any doubt, regarding the topic of personal data protection, if there is any inconsistency between DPA and this Agreement, the DPA shall prevail. The DPA shall survive the termination of this Agreement, unless it is terminated in accordance with the terms and conditions thereunder.

如存在一方处理另一方提供的个人信息的情形，双方同意履行《数据保护协议》（简称“DPA”，如有）用于规范本协议之下产生的或者和本协议相关的任何个人数据保护事宜。为避免疑问，有关个人数据保护事宜，如果 DPA 和本协议存在不一致，DPA 应当优先适用。除非DPA根据其自身条款和条件被终止，否则DPA应当在本协议终止后继续生效。

9.7 The Vendor agrees that for the purpose of fulfilling this Agreement, relevant personal information of the Vendor's Working Staffs will be provided to the Buyer and its domestic and overseas Affiliates. Based on this, the Vendor agrees and confirms that it has informed the relevant Working Staff and obtained corresponding consent according to applicable laws and regulations of PRC.

卖方知悉为履行本协议需要，卖方相关工作人员信息将会被提供给买方境内及境外的关联公司。据此，卖方同意并确认其已向本协议下相关工作人员予以告知并依据适用的中国法律法规获得相应授权。

9.8 The Vendor shall ensure that the deliverables provided by itself and

its subcontractor/supplier/ 2nd tier service and content provider (if applicable) shall comply with all applicable Chinese data protection related laws and regulations, including but not limited to PRC Personal Information Protection Law, PRC Data Security Law and Several Provisions on Automotive Data Security Management (for Trial Implementation), and the Vendor shall indemnify and hold harmless the Buyer and the Buyer's affiliates against any loss, injury, liability, and third party complaints, claims and disputes arising from or in connection with the Vendor's performance (including services performed by the Vendor's subcontractor/supplier/ 2nd tier service and content provider, where applicable) and deliverables under this Agreement.

卖方应当确保其自身以及其分包商/供应商/二级服务和内容提供商（如适用）所提供的服务或产品遵守所有的可适用的中国数据保护相关的法律法规，包括但不限于《中华人民共和国个人信息保护法》《中华人民共和国数据安全法》及《汽车数据安全管理办法（试行）》。若发生与卖方履行本协议或其交付成果（包括其分包商/供应商/第二层服务和内容提供商所提供的服务，如适用）相关的或由此引发的任何损失、损害、责任以及第三方的投诉、索赔和纠纷，卖方应当补偿买方和买方的关联实体，以使买方及其关联实体不因此遭受任何损失或承担任何责任。

10. LIABILITY AND BREACH OF AGREEMENT
违约责任

10.1 If Vendor breaches any of the Representations and Warranties as specified in Article 3 of this Agreement, or fails to provide the Services and/or Goods on schedule as stated in this Agreement, or the quality of the Services and/or Goods provided

by Vendor fails to meet the professional industrial standards or the requirements set forth in this Agreement and all the Appendices by Buyer, or breaches any of the confidentiality obligations stipulated under Article

9, Buyer is entitled to withhold or deduct payment from the Contract Price/Fees and Expenses and/or claim for refund of paid Contract Price/Fees and Expenses, and Vendor shall pay to the Buyer an additional liquidated damages amounting to 30% of the Contract Price/Fees and Expenses.

如果卖方违反本协议第 3 条陈述与保证的条款，或者迟延交付服务和/或商品，或者服务质量和/或商品的质量不符合行业标准或本协议及其附件约定的要求，或者违反本协议第 9 条款中约定的保密义务，买方有权按本协议减少或停止向卖方支付合同价格/费用，和/或要求卖方返还已支付的合同价格/费用，并且卖方应当向买方支付相当于本协议全部合同价格/费用的 30% 作为违约金。

10.2 Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its material obligations under this Agreement or otherwise is in material breach of this Agreement, then the other Party ("**Aggrieved Party**") may:

除本协议其他条款另有规定以外，如果一方 ("**违约方**") 未履行其在本协议项下某项主要义务或以其他方式对本协议构成重大违约，则另一方 ("**受损害方**") 可以：

a. give written notice to the Breaching Party describing the nature and scope of the breach and demand that the Breaching Party cure the breach at its own cost within a reasonable time specified in the notice ("**Cure Period**") (provided that if any representation and warranty of a party under Article 3 of this Agreement is not true and correct in material aspects when it is made, or when there is a breach

of Article 9, the Cure Period does not apply); and

向违约方发出书面通知，说明违约的性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救（“补救期”）（但是如果一方在本协议第 3 条（陈述与保证）项下所做的任何陈述和保证在做出时在关键方面不真实或不正确，或者违反本协议第 9 条（保密条款）的规定，则没有补救期）；并且

- b. in the case the Breaching party fails to cure the breach within the Cure Period (or in the case the Cure Period does not apply), then in addition to its other rights under applicable law, the Aggrieved Party may claim any and all foreseeable damages (including but not limited to legal cost, additional freight, additional labor cost, additional package cost and any urgent cost, translation cost) arising from the breach.

如果违约方未在补救期内予以补救（或者如果没有补救期），除适用法律项下之其他权利以外，受损害方还可以就违约引起的任何及所有可预见的损失（包括但不限于法律费用，额外的运费，额外人工费，额外的包装费，加急费，翻译费等）提出索赔。

11. FORCE MAJEURE 不可抗力

- 11.1 “Force Majeure” shall mean all events which are beyond the control of the parties to this Agreement, and which are unforeseeable, unavoidable and insurmountable, and prevents total or partial performance by any party. Such events shall include earth-quakes, typhoons, flood, fire, war, failures of international or domestic transportation, acts of government or public agencies, epidemics, civil disturbances, strikes and any other objective circumstance which cannot be foreseen, prevented or controlled, including events which are recognized as Force Majeure in

general commercial practice.

不可抗力应指所有超出本协议双方控制的客观事件，该事件是不可预见、不可避免且不可克服的，并导致任何一方不能全部或部分履行本协议。该事件应包括地震、台风、洪水、火灾、战争、国际或国内停运，政府或公共机构的行为、传染病、内乱、罢工和任何其他不可预见、不可避免且不可控制的情况，包括商业惯例认为属于不可抗力的事件。

- 11.2 If an event of Force Majeure occurs, a party's contractual obligations affected by such an event shall be suspended during the period of delay caused by the Force Majeure and the period for performing such obligations shall be extended for a period equal to such suspension.

如不可抗力事件发生，受该等事件影响的一方之合同义务应在该等不可抗力所导致的迟延期间内予以中止履行，且履行该等义务的期限应展期，该等展期与该等中止履行期间相同。

- 11.3 The party claiming Force Majeure shall promptly inform the other party in writing and shall give within three working days valid proof of the occurrence and inform about the expected duration of such Force Majeure.

声称遭受不可抗力的一方应立即以书面形式通知另一方，在三个工作日内提供事件的有效证明，并告知另一方该不可抗力的预计持续时间。

- 11.4 In the event of Force Majeure, Buyer and Vendor shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure.

当不可抗力事件发生时，买卖双方应立即磋商，寻求公平的解决方案，并采取一切合理的手段减少不可

抗力的后果。

12. TERMINATION 终止

12.1 Unless otherwise provided in this Agreement, after this Agreement has come into effect, Buyer has the right to terminate or rescind this Agreement considering its business needs, in the case Vendor hasn't commenced to perform any Services or deliver the Goods, Buyer shall be entitled to terminate or rescind this Agreement with prior written notice without further compensating the Vendor; In the case Vendor has commenced to perform the Services or deliver the Goods, Buyer shall pay Vendor the Contract Price/Fees and Expenses on a proportional basis as consideration of the completed Services or deliver the Goods. Early termination or rescission described under Article 12.1 shall be carried out via a termination or rescission Notice send out by the Buyer to the Vendor, this Agreement will be terminated or rescinded at the designated termination or rescission date stated in such notice or when there is no date specified in the notice, upon delivery of such notice, any further Services and/or Goods received by the Buyer after the termination or rescission date or after the delivery of the termination or rescission Notice will be considered invalid and will not generate a payment obligation of Buyer.

除非本协议另有约定，本协议生效后买方有权根据其业务需求决定终止或解除本协议。在卖方尚未开始履行本协议项下的服务或提供本协议项下的商品时，买方有权在无需补偿卖方的情况下，以事先发出书面通知的形式终止或解除本协议；在卖方已经开始履行本协议项下的服务或提供本协议项下的商品时，买方应当就已经履行的服务项目或已接受的商品按照比例支付合同价

格/费用。第 12.1 条下描述的提前终止或解除应当由买方用向卖方发送提前终止或解除通知的方式作出。本协议在提前终止或解除通知中所确认的终止或解除日或者如果通知中未明确则在送达该通知之日终止或解除。终止或解除以后所有再向买方提供的服务和/或商品将视为无效并且不会对买方产生付款义务。

12.2 If Vendor fails to perform the Services or deliver the Goods on schedule due to Force Majeure, and Vendor has provided written notice of the Force Majeure event to Buyer within three (3) days of the commencement of the Force Majeure, the delivery date of the Services and/or Goods could be postponed subject to Buyer's written consent. In the case of Force Majeure, Buyer is also entitled to terminate or rescind this Agreement and pay Vendor the Contract Price/Fees and Expenses on a proportional basis as consideration of the completed Services and/or delivered Goods.

如因不可抗力情形造成卖方不能如期履行服务或提供商品，且卖方在发生不可抗力情形之日起的三（3）日内就不可抗力发生向买方提供书面通知，经买方书面确认，服务和/或商品的交付日期可以延期。在不可抗力情形下，买方也可以终止或解除本协议，并按照本协议约定的合同价格/费用标准，按比例向卖方支付其已完成工作的相应的服务和/或已交付的商品的费用。

12.3 Either party (the "First Party") may terminate or rescind this Agreement with immediate effect by written notice to the other if: 在下述情况下，任何一方（“**第一方**”）均可在书面通知另一方后立即终止或解除本协议：

a. the other party ceases to carry on business or goes into liquidation (other than voluntary liquidation for the purpose of a bona fide solvent reconstruction or amalgamation,

- the terms of which have been approved in advance by the First Party in writing) or is dissolved or struck down;
 另一方停业、清算（事先得到第一方书面同意的、为了正当的有清偿能力的重组或合并而进行的自愿清算除外）、解散或关闭；
- b. there is a change in the Control of the other party;
 另一方的控制权发生变化；
- c. the other party is unable to pay its debts as they mature or suffers the appointment of a receiver, administrative receiver or administrator (or any similar official or process under the law of its domicile or place of incorporation) of the whole or any part of its assets or is subject to any bankruptcy proceedings;
 另一方无法支付到期债务，或其全部或部分财产被指定给破产接管人、行政接管人或管理人（或依照其公司所在地或公司设立地的法律规定的任何类似官员或程序）管理，或正面临任何破产程序；
- d. the other party is in material breach of any provision of this Agreement and fails to remedy such breach (where it is capable of being remedied) within thirty (30) days from the date of receipt of the notice from the First Party specifying the breach; or
 另一方实质性违约，并且在第一方指出违约之后三十（30）日内未采取任何补救措施（可以采取补救措施的）；或
- e. the other party is in breach of the provision of this Agreement and such breach is incapable of being remedied.
 另一方违约，并且无法补救。
- 12.4 Should Vendor engage in any conduct which, in the reasonable opinion of Buyer, is prejudicial to the image and goodwill of the Buyer or Buyer's Affiliates and their products and/or business,
- 12.5 The termination of this Agreement shall not release any party from obligations which have already accrued prior to the termination, or the obligations which survive the termination of this Agreement.
 本协议的提前终止并不解除任何一方在协议终止前已经发生的义务，且不应免除在本协议终止后继续有效的义务。
- 12.6 Upon termination or expiration of this Agreement, Vendor shall transfer, assign and make available to Buyer all property and materials in Vendor's possession or subject to Vendor's control that are the property of Buyer.
 本协议期满或终止后，卖方应当将其占有、保管或实际控制的属于买方所有的全部资产和材料返还给买方。
- 12.7 Continuing Obligations
 持续义务
- The provisions of Article 9 (Confidentiality), Article 10 (Liability and Breach of Agreement) (but only with respect to claims arising prior to the termination hereof or with respect to other continuing obligations), Article 13 (Governing Law and Dispute Resolution) and Article 14 (Auditing) shall survive

the termination of this Agreement. 本协议中以下各条的条款在本协议终止后继续有效：第 9 条（保密条款），第 10 条（违约责任）（但其效力仅限于本协议终止前发生的违约事件以及违反其他持续义务的情形），第 13 条（适用法律及争议解决条款）以及第 14 条（审计条款）。

13. GOVERNING LAW AND DISPUTE RESOLUTION
适用法律及争议解决条款

13.1 This Agreement shall be governed, construed and interpreted by, through and under the laws of PRC.

本协议以及与本协议有关的任何事项均应由中国法律管辖及解释。

13.2 Buyer and Vendor shall settle all disputes arising from the interpretation, performance, rescission or termination of this Agreement or in connection with this Agreement through friendly consultation.

买卖双方应通过友好协商的方式解决在解释、履行、解除或终止本协议所产生的，或与本协议有关的任何争议。

13.3 In case no agreement can be reached to resolve the dispute, either party shall have the right to submit the dispute to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration in Beijing in accordance with the arbitration rules of CIETAC in effect at the time of the application for arbitration. Any arbitration award will be final and binding upon the parties. In the course of dispute resolution, this Agreement shall be continuously valid and be performed by both parties except for the part under arbitration.

如双方无法协商解决，任何一方有权将争议提交给中国国际经济贸易仲裁委员会进行仲裁，仲裁应在北

京举行并使用该委员会在接受仲裁申请时的仲裁规则。仲裁裁决是终局的，对双方均有约束力。在争议解决过程中，除正在仲裁的条款以外，本协议应继续有效且双方应予以履行本协议。

14. AUDITING
审计

14.1 Vendor agrees to grant to Buyer’s auditor(s) and third party auditor(s) engaged by Buyer the right, exercisable at any time during the term of this Agreement and two (2) years after the expiration of this Agreement, with prior written notice to the Vendor, to inspect and check documents in connection with the transactions of this Agreement, including without limitation, relevant records, documents, and accounting procedures and practices, for the term of this Agreement at Vendor’s premises.

卖方同意买方的审计人员或买方聘请的第三方有权经事先通知的形式在本协议期间以及本协议终止后的两（2）年内到卖方所在地检查双方的与本协议项下交易相关的所有往来账目，包括但不限于自双方商务交易首日起至本协议期满日止的所有账本、记录、文件、会计程序和会计实务。

14.2 Vendor shall give Buyer’s auditor(s) the opportunity to access for inspection, copying and auditing the application systems used by Vendor for business dealings with Buyer and stored data concerning Buyer in connection with the transactions of this Agreement. Vendor shall make available to Buyer the account documents and system documentation that are to be kept in accordance with PRC laws and regulations and provisions/requirements of the Agreement.

卖方应当允许买方的审计人员进入并检查、复制及审计卖方使用的与买方进行业务往来的应用系统并获

取卖方存储的与买方有关的涉及本协议交易的数据。卖方应向买方提供其依法及按约定保存的所有会计文件及系统文件。

15. ASSIGNMENT AND SUBCONTRACTING
转让及分包

15.1 Neither party may assign or subcontract any of its rights or obligations under this Agreement to any third party without first obtaining the express written consent of the other party (however, such consent shall not be unreasonably withheld or delayed).

未经对方事先书面同意，任何一方均不得将其依照本协议所获得的权利或义务转让或分包给任何第三方（然而，上述同意不得无正当理由由拒绝或拖延）。

15.2 Subject to Buyer's prior written consent, Vendor is entitled to assign some of the Services to a qualified third party, provided that such assignment is necessary for and advantageous to the performance of this Agreement; under such circumstances, Vendor shall assume all the liabilities of the works conducted by such third party.

在买方事先书面同意、并且就履行本协议是有利的和必需的情况下，卖方可以将其在本协议项下的部分服务分包给合格的第三方承包人。在上述情况下，卖方应就该第三方的工作成果对买方承担责任。

16. NON-SOLICITATION
禁止招揽买方雇员

Except to the extent that this Agreement expressly provides otherwise, during the term of this Agreement and for six (6) months after its expiry or termination, Vendor may not, unless the Buyer agrees in written, solicit for employment, or independently contract for the services of, any

employee of Buyer who is involved in the performance of this Agreement.

除非本协议另有明确的约定，在本协议有效期内以及协议期满后或解除后六（6）个月内，卖方不得对买方参与本协议履行的任何雇员予以招揽雇佣或单独与其订立服务合同，除非买方书面同意。

17. NON-WAIVER
非弃权

17.1 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights in relation to a breach of this Agreement operate as a waiver of any subsequent breach.

一方对本协议项下条款履行的不作为，迟延或者放任均不影响或者限制该方的权利。一方对违约行为主张权利的放弃不得视为对其后期他任何违约行为放弃主张的权利。

17.2 No right, power or remedy given to or reserved to either party under this Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

一方依照本协议所获得或保留的任何权利、权力或补救措施均不排除其所拥有的其他权利、能力或补救措施的适用，并可同时适用上述各项权利、能力或补救措施。

18. NO PUBLICITY
协议内容保密

18.1 The existence of this Agreement, as well as its content, shall be held in confidence by both parties and shall not be disclosed in whole or in part to any person or entity, except to (i) Buyer's Affiliates, (ii) authorized securities regulators or exchanges in accordance with applicable laws, (iii) officials in relevant government departments

pursuant to the requirements of applicable laws or in order to fulfil any conditions precedent to the effectiveness of this Agreement or to the performance by a party of its obligations or exercise of its rights hereunder or relating hereto, (iv) to financial institutions for the purpose of arranging debt financing or similar financial arrangements for either party.

各方应对本协议的存在及其内容保密，并不得向任何人或实体予以全部或部分披露。但向以下各方披露的除外：（i）买方关联企业；（ii）依据有关法律得到授权的证券市场监管官员或交易所；（iii）依据有关法律，或者为了满足本协议的生效条件，或为一方履行其于本协议项下或与本协议相关的义务或行使其于本协议项下或与本协议相关的权利需要知道该等信息的相关政府部门的官员；或（iv）金融机构（为各方安排债务融资或类似金融安排的目的）。

18.2 Vendor shall not use Buyer's or Buyer's Affiliates' logo, trademark or company name and identification of this engagement in connection with Vendor's general lists of customers or in any of Vendor's materials issued to any third party without Buyer's (or Buyer's Affiliates', when the case may be) prior written consent.
未经买方或其关联企业的事先书面同意，卖方不得在任何向第三方发布的文件中或在有关的客户清单及客户经验中使用买方或其关联企业的图标、商标或企业名称及标识。

19. AMENDMENTS 变更

Variations on this Agreement shall be valid only if made in writing following mutual agreement with affixed the stamps of the parties and signed by legal representative or duly authorized representatives of both parties.

对本协议的变更仅在双方书面盖章同意、并经法定代表人或授

权代表签署的情况下有效。

20. CONFLICTING TERMS 冲突条款

If anything in this General Terms and Conditions is inconsistent with the Purchasing Order/ Purchasing Agreement signed by Buyer and Vendor and all the Appendices hereof, both parties agree to interpret the conflicting provisions in the following ranking: (i) Purchasing Order/ Purchasing Agreement; (ii) General Terms and Conditions; (iii) attached Appendices.

如果本一般条款和条件的内容与由买方和卖方签署的采购订单/采购协议以及所有的附件的内容有任何不一致，双方同意按如下优先顺序予以解释：（1）采购订单/采购协议；（2）一般条款和条件；（3）附件。

21. NON-STANDARD AGREEMENT; NON-STANDARD CLAUSE 非标准协议；非标准条款

21.1 Both parties confirm that this Agreement does not constitute any standard agreement, and any clause of this Agreement does not constitute any standard clause.

双方确认本协议不构成任何标准格式协议，并且本协议的任何条款不构成任何标准条款。

21.2 Both parties confirm that this Agreement is formulated and signed on the basis of comprehensive and equal consultation between both parties, and reflects the true intentions of both parties.

双方确认本协议在双方全面平等协商的基础上制定和签署，且体现了双方的真实意思表示。

22. GENERAL PROVISIONS 一般条款

22.1 Notwithstanding that the whole or any part of any provision of this

Agreement may prove to be unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

尽管在本协议的全部或部分条款可能被证实无法强制执行，但本协议其他条款及余下部分条款仍具有完全效力。

22.2 By executing this Agreement, Vendor undertakes to comply with Buyer's "Sustainability Requirements", please visit below route to read the whole text: www.vwgroupsupply.com> [Cooperation> Supply Chain Sustainability> Sustainability Requirements](#).
经签署本协议，卖方被认为已经确认并且同意遵守买方的“可持续发展要求”。该要求的全文请按照如下方式获取：
www.vwgroupsupply.com> [Cooperation> Supply Chain Sustainability> Sustainability Requirements](#).

22.3 Vendor undertakes to comply with the Volkswagen Group requirements regarding sustainability in its relationships with business partners (*Code of Conduct for Business Partners*) and report any and all wrongdoing, corruption, or violation of the above mentioned *Code of Conduct for Business Partners* discovered in connection with the Services and/or Goods provided under this Agreement in accordance with the Volkswagen Group Whistleblower System by contacting io@volkswagen.com.cn. For other reporting channels, please refer to Code of Conduct for Business Partners. Vendor may obtain a copy of the Code of Conduct for Business Partners by contacting Buyer or following the path: www.volkswagengroupchina.com.cn > Volkswagen Group China > Integrity, Compliance and Risk

Management > Code of Conduct > Code of Conduct for Business Partners

卖方承诺遵守大众集团对供应商提出的行为守则（*供应商守则*），以及根据大众集团调查系统报告在其依据本协议提供服务和/或商品的过程中的任何及所有的不当行为、贿赂或违反该供应商守则的违反行为，这种报告可以由卖方通过联系 io@volkswagen.com.cn 的方式进行。其它报告渠道请参阅供应商守则。卖方可以通过联系买方或按照以下路径获取供应商守则的副本：
www.volkswagengroupchina.com.cn> 大众汽车集团（中国）> 诚信，合规与风险管理 > 行为准则 > 商业伙伴行为准则

22.4 Vendor further undertakes to comply with all laws and regulations of any and all jurisdictions which govern either party or this Agreement. Vendor shall not engage in any practice which may constitute or have the appearance of corruption, including but not limited to bribery, coercion, collusion, or fraud. Vendor warrants that all of its representations to Buyer are authentic, true and valid.

卖方进一步承诺将遵守所有适用的法律法规的规定。卖方不得参与任何构成贿赂，包括但不限于行贿、胁迫、共谋或欺诈的行为。卖方保证其对买方做出的所有陈述均为真实、准确的和有效的。

22.5 In the event that Vendor breaches any of its undertakings in Article 22.2, Article 22.3 and Article 22.4, Buyer may terminate this Agreement immediately upon notification to Vendor and Vendor shall indemnify and hold harmless Buyer from any claim, investigation, prosecution, or damages arising from its breach. Notwithstanding Article 10 above, Vendor shall pay to Buyer all costs, damages and lost profits resulting from Vendor's breach.

在卖方违反其在第 22.2 条、第 22.3条和第 22.4 条中做出的承诺的情况下，买方向卖方发出通知立即解除本协议。卖方应当赔偿并使买方不受由于卖方违反上述约定而遭受的主张、调查、起诉或损害。尽管有本协议第 10 条的规定，卖方应当向买方支付由于其违反上述约定而导致的费用、损害以及损失的利润。

- 22.6 The General Terms and Conditions takes precedence over all the Vendor's standard terms and conditions of sale and delivery and any deviating terms issued by Vendor with the exception of the Deviation Summary signed by both Parties separately, irrespective of whether such terms are printed on quotations, proposal issued by Vendor or in any other means communicated to Buyer. These terms shall be deemed not to be binding on Buyer if they are served on Buyer prior to or after the execution of the General Terms and Conditions.

本一般条款与条件优先于卖方提供的所有有关销售和交付的标准条款和条件以及卖方而为的任何偏离条款，双方另行签署的偏离表除外，无论这些条款是否出现在报价单、卖方的计划方案或是以任何其他方式传达给买方。若这些条款于本一般条款与条件签署之前或之后送达给买方，应被视为对买方不具有约束力。

- 22.7 This General Terms and Conditions shall be made in English and Chinese. If there is any discrepancy between the two versions, the English Version shall prevail.

本一般条款与条件以中英文书就。如有两种文本存在任何不一致，以英文版为准。

1st Amendment to General Terms and Conditions (GTC) 一般条款和条件的第一修正案

1. This 1st Amendment to General Terms and Conditions (hereinafter refer to as “1st Amendment”) is specially used for the **software and/or cyber security** related PO, and it is under the discretion of Buyer's Business Unit to choose whether to adopt the 1st Amendment on a case by case scenarios if the PO is not relevant to software and/or cyber security issue.

一般条款与条件的第一修正案（以下简称“**第一修正案**”）专门适用于**软件及/或网络安全**相关采购订单，针对其他不涉及软件及/或网络安全相关的采购订单，买方相关业务部门有权自主选择是否适用该第一修正案。

2. In the event that the PO is software and/or cyber security related, the Vendor hereby agree to accept and comply with Volkswagen Group Basic Requirements for Software (**KGAS**) and Formel Q Capability Software as Volkswagen guidelines. These brochures are available to the Vendor only electronically on the Volkswagen Group B2B platform under www.vwgroupsupply.com the version valid at the time.

对任何关于软件及/或网络安全的采购订单，卖方在此同意接受并遵守大众集团关于软件的基本规则（**KGAS**）以及大众指引标准的Formel Q 质量能力软件。该等手册仅有电子版且不时更新，卖方可登录大众集团网站（www.vwgroupsupply.com）旗下 B2B 平台以获取最新版本。

3. The Vendor's violation of Volkswagen guidelines of the KGAS and Formel Q Capability Software will be the Breach of the PO and GTC, and in the event that a Service Agreement applied, a Breach of Agreement, then the Buyer is entitled to withhold or deduct payment from the Contract

Price/Fees and Expenses and/or claim for refund of paid Contract Price/Fees and Expenses, and Vendor shall pay to the Buyer an additional liquidated damages amounting to 30% of the Contract Price/Fees and Expenses according to Article 10.1 of the GTC.

卖方违反大众集团关于软件的基本规则（KGAS）以及大众指引标准的Formel Q 质量能力软件的行为构成对采购订单及一般条款和条件的违约，如遇适用服务协议的情形，则构成对服务协议的违约，按照一般条款与条件第 10.1条就违约的规定，买方有权按本协议减少或停止向卖方支付合同价格/费用，和/或要求卖方返还已支付的合同价格/费用，并且卖方应当向买方支付相当于本协议全部合同价格/费用的 30%作为违约金。

4. The Vendor shall ensure that the Services provided by itself and its subcontractor/supplier/ 2nd tier service and content provider (if applicable) comply with all Chinese laws and regulations (including but not limited to laws and regulations regarding cybersecurity) and professional standards. The Vendor shall indemnify and hold harmless Buyer and Buyer's affiliates against any loss, injury, liability, and third party complaints, claims and disputes arising from or in connection with the Vendor's performance (including services performed by the Vendor's subcontractor/supplier/ 2nd tier service and content provider, where applicable) of the Services under the PO.

卖方应当确保其自身以及其分包商/供应商/第二层服务和内容提供商（如适用）所提供的服务遵守所有的中国法律法规（包括但不限于网络安全相关法律法规）及专业标准。若发生与卖方履行采购订单项下服务（包括其分包商/供应商/第二层服务和内容提供商所提供的服务（如适用））相关的或由此引发的任何损失、损害、责任以及第三方的投诉、索赔和纠纷，卖方应当补偿买方和买方的关联实体，以使得买方及其关联实体不因此遭受任何损失或承担任何责任。

5. The Vendor guarantees that itself and its subcontractor/supplier/ 2nd tier service and content provider (if applicable) will fulfill all classification protection related obligations stipulated in relevant laws, regulations, policies and notices.

卖方承诺并保证，其自身以及其分包商/供应商/第二层服务和内容提供商（如适用）将遵守并满足相关法律、法规、政策和通知中规定的所有等级保护相关责任。

6. The Vendor shall establish and maintain data security procedures and other safeguards to ensure that the network and systems used in connection with the Services provided are free from interference, disruption or unauthorized access, and against unauthorized or unlawful processing, destruction, loss, alteration or theft of or unauthorized access to any vehicle and end customer data or any other data related to or in connection with the Services in accordance with requirements of the applicable laws, including but not limited to the Cybersecurity Law and the instructions of Buyer.

卖方应当遵守适用法律（包括但不限于《中华人民共和国网络安全法》）的相关要求及买方的指示，建立并完善数据安全程序及其他保障措施，以确保与其提供的服务相关的所使用到的网络和系统免受干扰、破坏或未经授权的访问，确保任何车辆和终端用户数据及任何与服务相关的或涉及的其他数据免受未经授权或非法的处理、毁坏、丢失、篡改、盗窃和未经授权的访问。

7. The Vendor shall promptly inform Buyer of any security vulnerability, threat, risk, or breach it discovers, or any complaint it receives from end users, or any incident regarding privacy or data security, and shall fully cooperate with Buyer in investigating and mitigating the adverse effects of such vulnerability, threat, risk, breach or complaint and in development of measures to prevent such vulnerability, threat, risk, breach or

complaint in accordance with this 1st Amendment, without releasing any of its obligations or liabilities hereunder. The Vendor shall indemnify and hold harmless Buyer and Buyer's affiliates against any cost, loss, injury, liability, and third party complaints, claims and disputes arising from or in connection with the foregoing vulnerability, threat, risk, breach, complaint or incident.

卖方应当及时告知买方其所发现的任何安全漏洞、威胁、风险或破坏，收到的任何终端用户的投诉，或发生的任何关于隐私或数据安全的事件，并应当完全配合买方，调查并减轻该等漏洞、威胁、风险、破坏或投诉的不利影响，并根据本第一修正案开发避免该等漏洞、威胁、风险、破坏或投诉的措施，惟以上不免除卖方在本协议项下的义务和责任。若由于上述漏洞、威胁、风险、破坏、投诉或事件产生任何成本、损失、损害、责任以及第三方的投诉、索赔和纠纷，卖方应当补偿买方和买方的关联实体，以使得买方及其关联实体不因此遭受任何损失或承担任何责任。

8. For any security vulnerability, threat, risk or breach in connection with the Services discovered or noted by either Party during the term of the PO, and those that are made public (including but not limited to the result of any white hat event, forum disclosure and those assigned with a CVE number) both during the term and following the expiry or termination of this PO, the Vendor shall be responsible for developing and delivering to BUYER effective fixes to mitigate the adverse effects of such vulnerability, threat, risk or breach within 30 working days (or other response time set by BUYER in order to comply with applicable laws, regulations and mandatory standards) at the Vendor's own cost.

就采购订单期内任何一方发现或注意到的与服务相关的任何安全漏洞、威胁、风险或破坏，以及在采购订单期内和采购订单届满或

终止后公开的（包括但不限于白帽事件的结果、论坛披露和被分配 CVE 编码的）任何安全漏洞、威胁、风险或破坏，卖方应当在 30 个工作日内（或其他买方设定的用以遵守适用法律、法规和强制性标准的响应时间期限），负责开发并向买方交付可有效解决该等漏洞、威胁、风险或破坏的不利影响的措施，相关费用由卖方承担。

9. For the security vulnerability, threat, risk or breach in connection with the Services discovered or noted by either Party following the expiry or termination of the PO (except those indicated in the above paragraph), the Vendor shall be responsible for developing and delivering to Buyer effective fixes to mitigate the adverse effects of such vulnerability, threat, risk or breach within a reasonable time period, at a reasonable cost to be mutually agreed by both parties.

就采购订单期届满后（除上段已列出的）任何一方发现或注意到的与服务相关的任何安全漏洞、威胁、风险或破坏，卖方应当在合理时间内，负责开发并向买方交付可有效解决该等漏洞、威胁、风险或破坏的不利影响的措施，卖方可收取合理费用，具体金额由双方届时商定。

10. Except those amended by this 1st Amendment, the terms and provisions of the GTC shall remain unchanged and binding upon the parties during the term of the PO or Service Agreement (if applied). The 1st Amendment is an integral part of the GTC and be of equal legal validity.

除本第一修正案规定的内容外，一般条款与条件的其他规定维持不变且持续约束采购订单或服务协议（如适用）的当事人，本第一修正案是一般条款与条件的不可分割组成部分且与 GTC 具备同等法律效力。

2nd Amendment to General Terms and Conditions (GTC) 一般条款和条件的第二修正案

1. This 2nd Amendment to General Terms and Conditions (hereinafter refer to as “2nd Amendment”) is specially used for the **Free and Open Source Software** related PO, and it is under the discretion of Buyer’s Business Unit to choose whether to adopt the 2nd Amendment on a case by case scenarios if the PO is not relevant to **Free and Open Source Software**.

一般条款与条件的第二修正案（以下简称“第二修正案”）专门适用于**免费和开源软件**相关采购订单，针对其他不涉及免费和开源软件相关的采购订单，买方的相关业务部门有权自主选择是否适用该第二修正案。

2. Free and Open Source Software may only be contained in the Goods if Vendor fulfils all license obligations of the included Free and Open Source Software and complies with the following obligations: Vendor undertakes as a material contractual obligation to: (i) truthfully complete a Free and Open Source Software Declaration and, by signing it, confirm the license-compliant use of the Free and Open Source Software used and full compliance with the requirements of the Free and Open Source Software Declaration; (ii) provide complete and correct information about the specific Free and Open Source Software including the exact name and version, all associated license and usage conditions, the source of supply and the copyright or author's notices and the software architecture to Buyer in copy; and (iii) ensure that no COPYLEFT EFFECT is triggered which would require the Goods to be made available in whole or in part as Free and Open Source Software; (iv) ensure that no Free and Open Source Software is used in Goods whose license conditions require

that the user is enabled to install or run modified software on hardware with integrated software (so-called embedded system, in particular motor vehicles), unless Buyer has expressly informed Vendor that the Goods are not used on such an embedded system with technical security mechanisms (e.g. signature procedures). Where the use of Free and Open Source Software is permitted pursuant to this Section, Vendor is obliged to ensure that the use of Free and Open Source Software does not restrict the contractual or intended use of the Goods by Buyer and companies in the Volkswagen Group. Vendor shall provide the information pursuant to (ii) in a format specified by Buyer. The foregoing requirements shall also apply, without further notice or request by Buyer to any update of the software used in the Goods, irrespective of the type of provision (e.g. source code, binary, SaaS, container).

仅当卖方履行所包含的自由和开源软件的全部许可义务，并遵守以下义务时，商品中才可包含自由和开源软件：作为一项重大合同义务，卖方承诺：(i) 如实完成自由和开源软件声明，并通过签署该声明确认所使用的自由和开源软件完全符合开源许可协议和开源软件声明的要求；(ii) 向买方提供以下有关具体的自由和开源软件的完整、正确的信息的副本，包括准确的名称和版本、所有相关的许可协议和使用条件、软件来源、著作权证明/作者声明以及软件架构，以及；(iii) 确保不会由于触发COPYLEFT效应而要求商品成为自由和开源软件或自由和开源软件的一部分；(iv) 确保商品中使用的自由和开源软件的许可条件不会允许用户能够在集成软件的硬件(所谓的嵌入式系统，特别是机动车辆)上安装或运行修改后的软件，除非买方明确通知卖方商品不在具有技术安全机制(例如签名程序)的嵌入式系统上使用。对于本节允许的自由和开源软件的使用，卖方有义务确保自由和开源软件的使用不会限制买方和大众汽车集团公司对商品的基于合同的使用或预

期使用。卖方应按照买方规定的格式提供第(ii)项规定的信息。无需买方另行通知或要求，上述要求也适用于商品中使用的软件的任何更新，无论更新以何种类型提供(例如源代码、二进制文件、软件即服务、容器)。

3. If subcontractors are involved, Vendor shall obligate in accordance with this 2nd Amendment .

如涉及分包商，卖方应按本第二修正案的规定履行义务。

4. Without prejudice to any other rights of Buyer, Vendor warrants to Buyer that it will comply with the provisions of Clause 2 of this 2nd Amendment as well as all requirements of the relevant licenses for all Goods, that the Goods do not contain any other Free and Open Source Software and that there is no infringement of copyright provisions.

在不损害买方任何其他权利的前提下，卖方向买方保证将其遵守本第二修正案第2条的规定以及所有商品的相关许可协议要求，商品不包含任何其他自由和开源软件且不违反著作权规定。

5. If Vendor provides Goods to Buyer containing Free and Open Source Software without complying with Clause 2 of this 2nd Amendment , Buyer shall be entitled, at its own discretion, to early terminate or rescind this agreement or to request that Vendor replace the Free and Open Source Software with equivalent proprietary software.

如果卖方向买方提供的商品中的自由和开源软件不符合本第二修正案第2条的约定，买方有权自行决定提前终止或解除本合同或要求卖方用等效的专有软件替换上述自由和开源软件。

6. Vendor shall further indemnify Buyer without limitation against all third claims and associated costs arising from a violation of this 2nd Amendment .

卖方应无限制地进一步赔偿买方因违反本第二修正案规定而引起的所有第三方索赔和相关费用。

7. To the extent required under the respective terms and conditions of the Free and Open Source Software, Vendor shall deliver the source code of the Free and Open Source Software to Buyer at the latest along with the Goods.

在自由和开源软件各自条款和条件规定的范围内，卖方应将自由和开源软件的源代码最迟随商品一并交付给买方。

8. Except those amended by this 2nd Amendment, the terms and provisions of the GTC shall remain unchanged and binding upon the parties during the term of the PO or Service Agreement (if applied). The 2nd Amendment is an integral part of the GTC and be of equal legal validity.

除本第二修正案规定的内容外，一般条款与条件的其他规定维持不变且持续约束采购订单或服务协议(如适用)的当事人，本第二修正案是一般条款与条件的不可分割组成部分且与GTC 具备同等法律效力。

3rd Amendment to General Terms and Conditions (GTC)

一般条款和条件的第三修正案

1. This 3rd Amendment to General Terms and Conditions (hereinafter refer to as "3rd Amendment") is specially used for PO involving **EHS**, and it is under the discretion of Buyer's Business Unit to choose whether to adopt the 3rd Amendment on a case by case scenarios if the PO is not relevant to **EHS** issue.

一般条款与条件的第三修正案（以下简称“第三修正案”）专门适用于涉及**EHS**相关的采购订单，**EHS**相关的采购订单，买方相关业务部门有权自主选择是否适用该第三修正案。

2. In order to ensure the EHS compliance of the Buyer and protect the interests of both parties, and implement the principle of "who is in charge and who will be responsible", both parties agree this 3rd Amendment according to Environment Protection Law of the People's Republic of China, Work Safety Law of the People's Republic of China, Law of the People's Republic of China on Prevention and Control of Occupational Diseases, Energy Conservation Law of the People's Republic of China, Air Pollution Prevention Law of the People's Republic of China and other laws, regulations, local policies and regulations related to environmental protection, work safety, occupational health.

为确保买方在**EHS**方面合规的运营，保护双方的利益，落实“谁主管，谁负责”的原则，依据《中华人民共和国环境保护法》、《中华人民共和国安全生产法》、《中华人民共和国职业病防治法》、《中华人民共和国节约能源法》、《中华人民共和国大气污染防治法》等环保、安全生产、职业健康相关法律、法规及地方性政策、规定，双方达成本第三修正案。

3. Management objectives

管理目标

Vendor shall comply with all EHS management regulations and management requirements of the Buyer, as well as all national and local laws and regulations of safety, health, environment, etc., to realize goals such as no severe injury, no death, no occupational disease, no collapse, no poisoning, no fire, no major mechanical accident, no major social impact incident, no significant property damage accident, and no major environment protection impact incident.

遵守买方**EHS**管理方面的所有制度及要求，以及国家、地方关于安全、职业健康、环保等事项所有法律法规及规定，实现无重伤、无死亡、无职业病、无坍塌、无中毒、无火灾、无重大机械事故、无重大社会影响事件、无重大财产损失事故、无重大环保影响事件等目标。

4.Rights and obligations of the Buyer

买方的权利和义务

4.1 The Buyer shall, as required, provide the Vendor with the data of underground pipelines such as water supply, drainage, power supply, gas supply, heat supply, communication, radio and television in the construction site area, geological investigation report data, or relevant data of adjacent buildings and structures, underground engineering and other work sites.

买方按需向卖方提供施工现场区域内供水、排水、供电、供气、供热、通信、广播电视等地下管线资料，地勘报告资料，或相邻建筑物和构筑物、地下工程等工作现场的相关资料。

4.2 EHS requirements that the Buyer put forward to the Vendor shall conform to the national, local, and industrial laws, regulations and mandatory standards provisions.

买方向卖方提出的EHS要求应符合国家、地方、行业的法律、法规和强制性标准规定。

4.3 The Buyer shall not require or imply the Vendor to purchase, lease and use PPE, mechanical equipment, construction machinery, tools and accessories, or safety facilities and equipment that do not meet national or local government requirements.

买方不得明示或者暗示卖方购买、租赁、使用不符合国家或地方要求的个人防护用品、机械设备、施工机具及配件、安全设施和器材。

4.4 The Buyer has the right to review qualifications of the Vendor and its personnel, and has the right to expel or refuse entry of personnel who are not qualified or whose qualifications are inconsistent with their work contents.

买方有权审查卖方及卖方人员资质，对不具备资质或资质与工作内容不相符的，有权驱逐其出场或拒绝其入场。

4.5 The Buyer has the right to supervise the execution of EHS management regulation by the Vendor, conduct regular EHS audit, check the operation safety of the Vendor's personnel at any time, and has the right to stop illegal operations and other violations, to instruct the Vendor to educate, punish and even to forbid the admission of violators who endanger the safety.

买方有权监督卖方执行EHS相关管理制度，定期进行EHS审核，随时检查卖方人员作业安全，有权止违章操作等违法违规行为，对于危及安全的违章人员可以责成卖方

对其进行教育、惩戒直至禁止入场。

4.6 If the Vendor (including its subcontractors) violates the provisions of this 3rd Amendment and EHS and Fire Protection Punitive Liquidated Damages Detailed Rules , the Buyer has the right to tell the Vendor and collect punitive liquidated damages from the Vendor or take corresponding management measures in accordance with this 3rd Amendment and EHS and Fire Protection Punitive Liquidated Damages Detailed Rules. If the Buyer issues a punitive liquidated damages notice to the Vendor, the Buyer has the right to deduct from any amount payable to the Vendor preferentially.

卖方（包括其分包卖方）违反本第三修正案及《EHS惩罚性违约金细则》规定，买方有权按照本第三修正案及《EHS惩罚性违约金细则》告知卖方并收取惩罚性违约金或采取相应管理措施；买方对卖方开具的惩罚性违约金通知单，买方有权在任何应当向卖方支付的款项中优先扣除。

4.7 The Buyer shall promptly inform the Vendor of changes to the Buyer's EHS relevant rules and regulations and the Vendor may, in writing, propose any suggestions and doubts on the rules and management regulation formulated by the Buyer.

买方应及时地将买方EHS相关规章制度的修改告知卖方，卖方对买方制定的规章和管理制度有任何建议和疑义可向买方书面提出。

4.8 The Buyer shall notify the Vendor one day in advance of any on-site production and operation behaviors that will affect the Vendor's operation at the work site, including but not limited to power failure, water interruption, and high-level visits, etc.

买方在作业现场内进行的将影响卖方作业的生产经营行为，包括但不限于停电、停水、高层访问等，需提前1天通知卖方。

5.Rights and obligations of Vendor

卖方的职责和义务

The Vendor's legal representative or the project manager designated by the representative is the first person responsible for work safety, occupational health and environmental protection of the Vendor, who shall be fully responsible for EHS management in the Vendor's construction area and related responsible areas, and for supervising the personnel of the Vendor and its subcontractors to comply with all EHS regulations of the project site.

卖方法定代表人或代表人指定的项目经理是卖方生产安全、职业健康和环保工作的第一责任人，全面负责卖方施工区域及相关责任区域内的EHS管理工作，并督导本单位和分包单位人员遵守项目现场的各项EHS管理规定。

The Vendor's EHS management responsibilities include but are not limited to:

卖方的EHS管理责任包括但不限于：

(1) Work Safety

生产安全

5.1.1 The Vendor shall ensure work safety work, and perfect work safety management organization of the project site, provide enough full-time managerial personnel for work safety and identify work safety risks, and prepare precautions and emergency plan to prevent EHS accidents.

卖方应做好安全生产工作，健全项目现场安全生产管理机构，配备足额专职安全生产管理人员；辨识生产安全风险并做好防范措施和预案，防止EHS相关事故发生。

5.1.2 The Vendor shall comply with work safety laws, related regulations and safety technical procedures formulated by PRC and local government, comply with EHS related regulations formulated by PRC, local government, and comply with EHS regulations (including in-plant traffic safety requirements) of the Buyer, and convey them to each personnel and keep educational records.

卖方应遵守国家、当地政府和行业主管部门制定的安全生产等法律法规和安全技术规程，遵守国家、当地政府制定的EHS相关的规定，遵守买方制定的EHS规章制度（包括厂内交通安全要求），向每位人员传达，并留有教育记录。

5.1.3 The Vendor shall provide personnel entering the work site with three-level work safety training, plant entry safety training and education, and the training on the Buyer's EHS related regulations (including but not limited to the Vendor's employees, and employees of the Vendor's subcontractors), to improve safety abilities and self-protection awareness of the Vendor's personnel and ensure the Vendor's personnel comply with regulations of operation sites. The Vendor's personnel who fail to receive the above education and training or pass the assessment shall not enter the work site. If there is any violation of the provisions, the corresponding punitive liquidated damages shall be charged according to the provisions of the Buyer.

卖方应对进入作业现场的人员（包括但不限于卖方人员、卖方分包商人员等）进行三级安全生产教育、入厂安全培训教育、买方的EHS规定相关教育，提高卖方人员安全能力和自我防范意识，并遵守作业现场相关规定。未经上述教育培训并考核合格，卖方人员不得进入作业现场，如有违反规定，则按照买方规定收取相应的惩罚性违约金。

5.1.4 The Vendor must ensure work safety, organize daily safety morning meetings, identify hazards in various operations, make safe construction plans, complete safety disclosure for daily operation, and provide the personnel with necessary and effective personal protective equipment.

卖方必须保证生产作业安全，应每天组织安全早会，辨识各类作业中的危险源，做好安全施工方案和每日作业的安全交底，并为卖方人员配备必要、有效的个人防护用品。

5.1.5 Safety management personnel of the Vendor shall conduct safety inspection for the work site every day and shall ensure safety protection measures such as equipment, machinery and working environment to meet the daily work safety requirements of the personnel on operation sites. The work must be stopped immediately if there are any major accident hazards, and the Vendor must report EHS related department of the Buyer.

卖方安全管理人员必须每日对作业现场安全巡检，确保设备、机械、作业环境等安全防护措施满足当日人员安全生产需求，如有重大事故隐患必须立即停止作业，并上报买方EHS相关部门。

5.1.6 The project manager and safety manager of the Vendor are strictly prohibited to leave their positions. In exceptional circumstances where leaving the site is necessary, they shall designate temporary replacements whose position level are not lower than themselves, and such replacements shall be approved by the Buyer in writing.

卖方项目经理和安全经理在作业期间严禁离开岗位，若因特殊原因确需离场，需指派职位级别和管理水平不低于离开人员的临时顶替人员，且需经过买方书面批准同意。

5.1.7 Personnel of the Vendor and its subcontractors must comply with the regulations on the management of hazardous operations (including but not limited to hot work, lifting work, work at height, operation at confined space, and operation with temporary electricity) on site. For any construction involving hazardous operations, work permit must be handled in accordance with the Buyer's provisions, and construction shall be carried out only after approval. Those involved in special operations must hold certificates recognized by the state. The Vendor shall sign EHS management agreements with its subcontractors and other relevant units, review work safety qualification of its subcontractors, and implement safety management. When the Vendor is engaged in cross operations, the Vendor must sign a cross operation management agreement with relevant units and designate a specific individual responsible for on-site operational management. The vendor shall supervise subcontractors to comply with safety management regulations of Buyer. If any subcontractor of the Vendor violates related rules of the Buyer, the Buyer will consider the Vendor as the one who have violated the rules and can collect punitive liquidated damages from the Vendor in accordance with EHS Punitive Liquidated Damages Detailed Rules.

卖方人员及卖方分包商人员必须遵守现场危险作业（包括但不限于动火作业、吊装作业、高处作业、有限空间作业、临时用电作业等）管理规定，任何涉及危险作业的施工，必须依买方规定办理作业许可，待批准后方可作业。涉及特种作业的必须持国家承认的证件上岗。卖方应与其分包厂商等相关单位签订EHS管理协议，负责对其分包商的安全生产资质进行审核，实施安全管理；卖方涉及交叉作业时，必须与相关单位签订交叉作业管理协议，指定专人负责现场作业管理；督促分包商遵守买方安全管理规章制度，如卖方分包商违反买方相关规定，买方视为卖方违规，并依据《EHS惩罚性违约金细则》对卖方收取惩罚性违约金。

5.1.8 The Vendor shall actively cooperate with the Buyer to carry out EHS and fire protection inspection of the project site and to rectify hazards according to the rectification contents proposed by the Buyer. If the Vendor refuses to rectify as required, the Vendor will be charged of punitive liquidated damages in accordance with the EHS Punitive Liquidated Damages Detailed Rules.

卖方应积极配合买方对项目现场进行的EHS各项检查，并根据买方提出的整改内容积极整改，若拒不按要求整改，将依据《EHS惩罚性违约金细则》对卖方收取惩罚性违约金。

5.1.9 In case of any occurrence in the working area of the Vendor that endangers the work safety of other working teams and the overall safety of the project caused by the Vendor, the Vendor shall immediately notify the Buyer and relevant working teams to make contingency preparations. The Vendor must take immediate measures to prevent the expansion of the accident and shall be liable for any losses.

若卖方负责作业区域发生因卖方过失造成的危及其他作业队伍生产安全和项目整体安全的事件，需在第一时间通知买方及相关作业队伍做好应变准备，卖方应立即采取措施，防止事故扩大，并且由此造成的任何损失均由卖方承担。

5.1.10 The Vendor must ensure that the personnel it arranges to enter the Buyer's area for construction or provision of services, including but not limited to the Vendor's personnel and the third party personnel entrusted by the Vendor, are covered by work-related injury insurance paid by the Vendor or the third party in accordance with the law, or purchased other insurance whose amount must reach the one-time state compensation amount for the work-related death in the current year.

卖方必须确保其安排进入买方区域施工或提供服务的工作人员，包括但不限于卖方的人员、卖方委托的第三方人员，均已由其或第三方依法缴纳了工伤保险或已购买了其他保险且保额须达到当年国家一次性工亡补助金额。

5.1.11 The Vendor must ensure that the special equipment (forklift, lifting machinery, etc.) used in the construction or provision of services has no safety hazards and has valid use marks and regular inspection reports, and the special equipment operators have valid certificates ; the Buyer has the right to conduct relevant spot checks or inspections.

卖方须保证其在施工或提供服务过程中使用的特种设备（叉车，起重机械等）无安全隐患且具有有效的使用标志和定期检验报告，特种设备作业人员均持有有效的证件；买方有权进行相关抽查或检查。

5.1.12 If the Vendor needs to use chemicals in the process of construction or providing services, it shall provide the list of chemicals used and MSDS of chemicals to the EHS-related department of the Buyer, and shall not carry chemicals into the Buyer's area until approved. The packaging of chemicals shall be marked in accordance with the requirements of relevant laws, regulations and standards. The Vendor shall ensure that the procurement process of chemicals carried into the Buyer's area and the use and storage of them in the Buyer's area comply with the relevant national laws, regulations and standards and relevant management provisions of the Buyer. If the chemical vehicle enters the buyer's area, the vehicle must meet the relevant national laws and regulations. Chemicals prohibited by national laws and regulations that may cause serious harm to personnel or the environment are strictly prohibited from entering the Buyer's area.

卖方如需在施工或提供服务过程中使用化学品，须将所使用的化学品清单及化学品技术说明书提供给买方EHS相关部门，经批准后方可携化学品进入买方区域，化学品包装物上应有符合相关法律、法规、标准要求的标识。卖方必须确保其携带进入买方区域的化学品的采购过程及在买方区域内的使用、存储等环节均符合国家相关法律、法规、标准及买方相关管理规定。若化学品车辆进入买方区域，车辆需要满足国家相关法律法规要求。严禁携带国家法律、法规禁止使用的可能对人员或环境造成严重危害的化学品进入买方区域。

5.1.13 In the process of construction or providing services, if the Vendor needs to turn on, turn off or shield the Buyer's systems including but not limited to the power supply system, cooling system and all kinds of facilities, equipment and attached pipelines and safety devices, it must obtain the permission of the Buyer's related department before doing so.

卖方在施工或提供服务过程中，如果需要对买方的包括但不限于供电系统、冷却系统等系统及各类设施、设备及附属的管线、安全装置等进行开启、关闭、屏蔽等操作时，必须获得买方相关部门的许可后，方可进行。

5.1.14 The Vendor shall strengthen traffic safety training for all personnel, and improve plant traffic safety awareness, comply with traffic safety management rules of the Buyer. The Vendor shall ensure all its vehicles to enter and leave the project site along the designated route and strictly abide by the requirements such as plant traffic safety speed limit, height limit requirements.

卖方应加强对本单位所有人员的交通安全教育，强化厂区交通安全意识，服从买方交通安全管理规定；卖方应确保其所有车辆按指定路线行驶出入项目现场，并严格遵守厂内交通安全限速、限高等要求。

5.1.15 The Vendor shall strengthen the management of all motor vehicles or non-motor vehicles and their drivers, urge the inspection of motor vehicle maintenance,

and ensure that vehicles are in good condition and meet the requirements of safe driving. Driving under the influence of alcohol, driving without a license, and driving with a defective vehicle are strictly prohibited. Additionally, unqualified vehicles are forbidden from entering the project site. 卖方应加强所有机动车或非机动车及其驾驶人员管理，督促检查机动车保养情况，确保车辆状况良好、符合安全驾驶的要求；禁止酒后开车、无证驾驶，严禁驾驶故障车辆，严禁不合格车辆驶入项目现场。

5.1.16 The Vendors shall, as required, sign safety management agreements with their subcontractors, specifying their respective responsibilities, and shall not employ personnel older than required by the local government to perform corresponding operations; The Vendor shall, in accordance with the requirements of the Buyer, sign a three-party safety management agreement or a simultaneous operation safety management agreement with the Vendor for construction or operation in the same area.

卖方须按照要求与其分包商签署安全管理协议，明确各自的职责，不得聘用年龄超过当地政府要求的人员进行相应作业；卖方须按照买方要求与同一区域施工或作业的卖方签署三方安全管理协议或交叉作业安全管理协议。

5.1.17 The Vendor's forklift trucks, tractors, floor washers and other equipment that need to be charged shall be charged in the designated area with the Buyer's consent, and the Vendor shall conduct patrol inspection during the charging period.

卖方叉车、牵引车、洗地机等需要充电的设备须经得买方的同意并在指定区域进行充电，充电期间卖方需要做好巡检工作。

5.1.18 The Vendor shall conduct regular fire risks inspection, and provide fire extinguisher usage training and fire knowledge education for personnel. The Vendor shall strictly manage the projects (construction site, power supply, various warehouses, office areas, etc.), designate fire prevention responsibility persons according to regions, and rectify and report any hidden dangers found. The Vendor shall provide sufficient fire emergency response equipment and establish a spot check system, so that the fire emergency response equipment is always in good condition. The fire emergency response equipment and facilities shall be destroyed immediately after expiration, and taken out of the plant. In case of emergency, the Vendor is allowed to use the Buyer's fire emergency response equipment and facilities, and report to the EHS related department of the Buyer immediately after use.

卖方应定期进行火灾风险检查，对人员进行灭火器使用培训，火灾知识教育。对卖方项目（施工现场、供电、各种仓库、办公区等）要严格管理，按区域落实防火责任人，发现隐患及时整改和报告；配备足额防火应急器材，并建立点检制度，使防火应急器材始终处于性能良好状态；防火应急设备设施过期后立即自行销毁，清出厂区，紧急情况，允许使用买方防火应急设备设施，使用后立即报告买方EHS相关部门。

5.1.19 Materials used by the Vendor during the construction or service period must comply with relevant fire protection provisions of national safety related laws and regulations. Unknown substances are prohibited to be brought into the construction site. The Vendor's personnel must comply with the requirements of smoking management. Except smoking area designated by the Buyer, smoking is forbidden in any other areas in the Buyer's area. The Vendor has the responsibility to ensure its visitors and related subcontractors comply with the requirements of smoking management in the Buyer's area, and if there is any violation, the Buyer will charge the Vendor of punitive liquidated damages.

卖方在施工或服务期间所使用的材料必须符合国家安全法律法规相关防火条款的规定，不明物质禁止带入施工现场；卖方人员须遵守买方吸烟管理规定，除买方指定吸烟区域外，买方区域内任何其他区域禁止吸烟；卖方有责任保证卖方访客以及相关分包遵守买方项目现场吸烟管理规定，如有违反，买方将对卖方收取惩罚性违约金。

5.1.20 The Vendor shall ensure that the emergency exits at the work site is unobstructed. It is prohibited to block the emergency exits and emergency facilities, and it is prohibited to pile inflammable and explosive materials near the distribution cabinet.

卖方应保证作业现场应急通道通畅，禁止阻挡应急通道、应急设施，禁止在配电柜附近堆放易燃易爆物质。

5.1.21 If the Vendor plans to conduct relevant operations that can affect the emergency system, emergency equipment and facilities, and various combustible, toxic and harmful gas probes, it must notify the EHS-related department and Security department in time, and cannot conduct operations without approval.

卖方进行相关作业时，若会影响应急系统、应急设备设施以及各类易燃、有毒有害气体探头时，必须及时通知买方EHS相关部门和安保部门，经同意后方可作业。

5.1.22 The Vendor shall perform fireproof work in its office, warehouse and work site according to the requirements of the Buyer, strictly prohibit the storage of flammable and explosive materials and substances, and participate in or organize emergency evacuation drills according to the requirements of the Buyer to improve the emergency evacuation ability of the team. In case of emergency, the Vendor's personnel shall be evacuated to the designated emergency assembly point as required.

卖方须按照买方要求做好其办公室、仓库、作业现场的防火安全工作，严禁储存易燃易爆材料、物质，按买方要求参加或组织应急疏散演练，提升团队应急疏散能力；遇到紧急情况时，须按照要求组织卖方人员疏散至指定紧急集合点。

(2) Occupational Health Management

职业健康管理

5.2.1 The Vendor shall strengthen the occupational health management of its unit, and carry out the occupational health management in strict accordance with the

requirements of the state. The position exposed to the occupational disease inductive factors(including special operations, special equipment operations and professional motor vehicle driving operations) shall undergo the occupational health physical examination before starting work, during employment and at the end of service. The personnel shall not suffer from occupational disease or suspected occupational disease, and does not have occupational contraindications or other diseases unsuitable for the operation to which the personnel may be exposed. The Vendor shall transfer the staff with occupational contraindications in strict accordance with the requirements, and immediately notify the Buyer of any occupational disease or suspected occupational disease found.

卖方须加强本单位职业健康管理，严格按照国家要求开展职业健康管理，接触职业病危害因素岗位（包含特种作业、特种设备作业和职业机动车驾驶作业）须按要求进行职业健康岗前、岗中和离岗体检；人员未罹患职业病或疑似职业病，对于即将进行的作业可能接触的职业病危害因素未有职业禁忌证或其他不适于进行该作业的疾病；卖方应严格按照要求对职业禁忌证人员进行转岗，发现职业病或疑似职业病应立即通知买方。

5.2.2 For positions involved in occupational disease inductive factors, the Vendor shall carry out occupational health training in strict accordance with the requirements of laws and regulations, keep training files, and accept the supervision and inspection by the Buyer on a regular basis.

涉及职业病危害因素岗位的卖方应严格按照法律、法规要求开展职业健康培训，并留存培训档案，定期接受买方的监督检查。

5.2.3 The Vendor shall comply with the requirements of laws and regulations, and prohibit the arrangement of female employees to engage in labor with grade IV physical labor intensity as stipulated by the State and other labor prohibited by laws and regulations.

卖方应遵守法律、法规的要求，禁止安排女职工从事国家规定的第四级体力劳动强度的劳动和其他法律、法规规定的禁忌从事的劳动。

5.2.4 The Vendor shall take the initiative to provide personnel with personal protective equipment that complies with national laws, regulations, standards and relevant provisions of the Buyer, and shall promptly destroy expired personal protective equipment.

卖方应主动为人员提供符合国家法律、法规、标准及买方的相关规定的个人防护用品，应及时销毁已过期的个人防护用品。

5.2.5 The Vendor shall strictly abide by laws and regulations and shall not employ minors under the age of 16. If a person between the age of 16 and 18 is employed, the provisions of the State on the type of work, working hours, labor intensity and protective measures shall be implemented, and the person shall not be arranged to engage in heavy, toxic, harmful or dangerous work that endangers the physical and mental health of minors.

卖方须严格遵守法律、法规的要求，不得聘用低于十六周岁的未成年人；若聘用已满十六周岁未满十八周岁的人员时，应当执行国家在工种、劳动时间、劳动强度和

保护措施等方面的规定，不得安排其从事过重、有毒、有害等危害未成年人身心的劳动或危险作业。

(3) Environment management

环境管理

5.3.1 The Vendor shall strengthen the management of water, gas, sound and slag. It is strictly forbidden to discharge wastewater into the Buyer's wells at will. The wastewater discharge shall be approved by the Buyer's EHS department. It is strictly forbidden to discard hazardous waste and solid waste at will. Hazardous waste and solid waste shall be placed according to the requirements of the Buyer.

卖方应加强水、气、声、渣管理，严禁随意向买方各类井内排放废水，废水排放需要征得买方EHS相关部门同意；严禁随意丢弃危废、固废，应按照买方要求放置危废、固废。

5.3.2 In case of any accident or incident that causes environmental pollution within the scope of the Vendor's operation, the Vendor shall immediately notify the EHS department of the Buyer, and shall be responsible for handling and reporting the accident or event according to the requirements of the Buyer.

卖方作业范围内发生污染环境的事或事件时，须立即通知买方EHS相关部门，按照买方要求，负责事故或事件的处理和上报。

5.3.3 When storing chemicals on site, the Vendor shall set up anti-leakage materials and emergency disposal materials that meet the requirements. Meanwhile, the Vendor shall notify Buyer's EHS-related department in time when and keep the chemicals away from soil and rain wells area.

卖方现场存放化学品时，必须设置符合要求的防泄漏物资和应急处置物资，同时化学品的存放需要及时通知买方EHS相关部门，并远离土壤和雨水井区域。

5.3.4 Tools, materials and other articles must be neatly placed and marked at the place designated by the Buyer when the Vendor enters the Buyer's construction site. It is strictly prohibited to stack them everywhere and block the logistics lines inside and outside the building.

卖方进入买方现场施工时，工具、物料等物品必须在买方指定的地点码放整齐，做好标识，严禁随处堆放，严禁堵塞楼内楼外物流线路。

5.3.5 For projects where dust is generated, the Vendor shall take measures to prevent dust pollution by installing enclosures, tarpaulins, road hardening, spraying and washing, etc. Mixing concrete and mortar on the construction site is prohibited. For non-road diesel mobile machinery, measures shall be taken to ensure that exhaust emissions meet the standards, and the machinery shall meet the requirements of national and local air heavy pollution emergency plans.

卖方施工产生扬尘的项目，应采取设置围挡、苫盖、道路硬化、喷淋、冲洗等措施防治扬尘污染。禁止在施工工地现场搅拌混凝土和砂浆。非道路柴油移动机械应采

取措施确保尾气达标排放，应符合国家和当地空气重污染应急预案的要求。

5.3.6 On the premise of meeting basic requirements such as project quality and construction safety requirements, the Vendor shall, in the construction, save resources to the greatest extent, avoid energy waste, and reduce construction and production activities that have a negative impact on the environment. The electromechanical equipment listed in the Directory for Retiring High-Energy-Consumption and Outdated Electromechanical Equipment (Products) shall not be used, and the use of energy resources in construction projects with conditions for individual measurement must be measured separately.

卖方施工应在保证工程质量、施工安全等基本要求的前提下，最大限度地节约资源，避免能源浪费，减少对环境负面影响的施工及生产活动。不得使用高耗能淘汰目录里的机电设备，具备单独计量条件的施工项目能源资源使用情况须单独计量。

5.3.7 The Vendor's use of forklifts, cranes, and similar equipment necessitates obtaining filing qualifications for non-road mobile machinery and facilities from the Environmental Protection Bureau.

卖方作业所使用的的叉车、起重机械等需在环保局取得非道路移动机械设施备案资质。

6.Others

其他

6.1 The Vendor operating in the Buyer's area shall formulate an emergency response plan for risks in the process of construction or service. In the event of environmental, occupational health, safety accidents within the Buyer's area, the Vendor shall report it to the organizational unit, Security department and EHS-related department of the Buyer immediately. Once an accident occurs at the project or service site, the Vendor shall immediately report, investigate and deal with it according to the requirements of laws and regulations. The Vendor shall fully cooperate with the government and the buyer in the investigation and disposal of the accident. If the accident occurs outside the Buyer's factory, the Vendor shall report it according to the procedures required by the laws and regulations.

在买方区域运营的卖方需要根据施工或服务中存在的风险制定应急预案，卖方若在买方区域发生环境、职业健康、安全事故，卖方须立即上报买方业务部门、EHS相关部门和安保部门。卖方一旦在项目现场发生事故，应按法律法规要求立即进行报告、调查、处理；卖方应当全力配合政府及买方的事故调查处置工作。若事故发生在买方以外区域，卖方应按照法律法规要求的程序进行报告。

6.2 If the Vendor has any doubt about the rectification requirements proposed by the Buyer, it may put forward the doubts to the Buyer within 1 working day in

writing. If the Buyer do not receive the feedback from the Vendor within the time limit, the Vendor will be deemed to accept the Buyer's requirements and to be able to complete the rectification on time.

卖方若对买方提出的整改要求存在疑义，可在1个工作日之内向买方书面提出。若买方未在规定期限内收到卖方反馈，则视为卖方认可买方的要求并能够按时整改完成。

6.3 The Vendor shall carry out management in accordance with laws and regulations, provisions of competent authorities of the industry, and rules and regulations of the Buyer's safety management regulations. If the Vendor violates the above management requirements, it shall accept the punitive liquidated damages notice imposed by the Buyer and bear all the losses and legal liabilities.

卖方应按照法律法规、行业主管部门规定及买方安全管理规章制度进行管理，如违反上述管理要求，卖方需接受买方开具的惩罚性违约金，并且由此造成的损失和法律责任均由卖方承担。

6.4 If the Vendor, due to intentional actions or gross negligence, causes incidents such as production safety, occupational health, and environment incidents, resulting in economic loss of or adverse impact on the Buyer, the Vendor shall compensate the Buyer for the loss and eliminate the adverse impact, and the Buyer reserves the right to pursue vendor's legal liability.

由于卖方故意或重大过失导致生产安全、职业健康、环境等事件，对买方造成经济损失或不良影响的，卖方应当赔偿买方的损失并消除不良影响，买方保留追究卖方法律责任的权利。

6.5 In the event of any liability accidents caused by the Vendor's personnel, the Vendor shall be entirely responsible for the accidents. The Vendor shall address and bear all costs and responsibilities for personal injuries or property damage resulting from liability accidents, provide the Buyer with the accident investigation and handling report, and accept the punitive damages imposed by the Buyer.

卖方人员发生任何责任事故，卖方应对事故负全部责任，因责任事故造成的人身伤害或财产损失，均应由卖方负责处理并承担所有费用和责任，向买方提供事故调查及处理报告，接受买方开具的惩罚性违约金。

6.6 During the operation, mandatory documents, management regulations, letters, WeChat group notification and other relevant requirements issued by the Buyer will have the same legal effect as this 3rd Amendment. If the Vendor has any objection to the requirements issued by the Buyer, it may give corresponding opinions

to the Buyer in writing within one day. If the Buyer does not receive any comments from the Vendor within 1 day, it will be deemed that the Vendor has accepted Buyer's requirements and can strictly comply with them.

在作业过程中，买方下发的指令性文件、管理制度、信函、微信群通知等相关要求，与本第三修正案具有同等法律效力。卖方如对买方下发的要求有异议，可在1天之内向买方提出相应书面意见。若在1天内买方未收到卖方的意见，则视为卖方认可买方的要求并能够严格遵守。

6.7 For matters not covered in this 3rd Amendment, laws, regulations and industry standards shall be followed.

本第三修正案未尽事宜，参照法律法规以及行业标准执行。

6.8 The 3rd Amendment shall come into force from the Effective Date or the date when the Vendor's personnel enter the site (whichever comes earlier), and shall expire on the date of written termination agreement signed by both parties.

本第三修正案自生效日起或卖方人员进入现场之日起生效（以较早时间为准），至双方签订书面终止协议之日失效。

6.9 If both parties are involved in any matter related to the theme of this 3rd Amendment, this 3rd Amendment will have priority effect.

双方涉及任何与本第三修正案主题相关的事项时，本第三修正案具有优先效力。

6.10 EHS and Fire Protection Punitive Liquidated Damages Detailed Rules is components of this 3rd Amendment and have the same legal effect as this 3rd Amendment.

《EHS惩罚性违约金细则》是本第三修正案的组成部分，与本第三修正案具有同等法律效力。

EHS惩罚性违约金细则

EHS Punitive Liquidated Damages Detailed Rules

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金 Breaching Amount
1	一般 规定 General rules	卖方未遵守安全生产、职业健康、环境等各项相关法律法规和买方相关规章制度的规定，未对所有入厂人员进行相关安全、职业健康培训与教育。 Vendor do not abide by the relevant laws and regulations of work safety, occupational health, environment and other relevant rules and regulations of Buyer, and do not conduct relevant safety or occupational health training and education for all incoming personnel.	重大违规 Major violation	20000-100000
2		卖方不具备法定的资质，未配备安全管理人员、未与买方或承包商签订EHS管理协议或未签署交叉相关安全管理协议。 Vendor has no legal qualifications, and don't set up safety management personnel and sign EHS management agreement with Buyer or subcontractors or not sign simultaneous operation safety management agreement.	重大违规 Major violation	20000-100000
3		卖方未自觉主动接受买方安全、职业健康、环保以及其他相关部门的检查。 Vendor do not voluntarily accept the inspection of safety, occupational health, environment and other relevant departments of Buyer.	一般违规 General violation	1000-5000
4		发生任何紧急和突发事件时，卖方未服从调动和指挥。 In the event of any emergency, Vendor do not obey requirements from Buyer.	中等违规 Moderate violation	5000-20000
5		作业过程中卖方违规操作造成事故发生、发生事故后瞒报或未及时上报。卖方发生造成人员重伤及以上的安全生产事故。 Accident occurs in the process of operation due to Vendor illegal operation, and the accident was concealed or not reported in time. Vendor has a production safety accident causing serious injury or above.	重大违规 Major violation	20000-100000
6		对于危废或固废，卖方未遵守买方废弃物管理制度及其它相关规定。 For hazardous or solid wastes, Vendor do not comply with waste management regulation and other relevant regulations of Buyer.	中等违规 Moderate violation	5000-20000
7		卖方发生未遂事故。 Near miss happened in Vendor.	中等违规 Moderate violation	5000-20000
8		现场进行危险作业时卖方未对现场进行安全交底。 Task instructions are not conducted on the site by Vendor when conducting hazardous operation.	一般违规 General violation	1000-5000
9		卖方现场人员未按要求穿戴或未正确穿戴个人防护用品，安全带未根据实际坠落高度选型。 Vendor personnel on site does not wear PPE as required or does not wear it correctly, safety belt is not selected for actual fall height	一般违规 General violation	1000-5000
10		卖方进行买方规定的危险作业未制定安全施工方案或施工方案未经买方审核。 Vendor do not formulate safety construction scheme for hazardous operation regulated by Buyer or safety construction scheme is not approved by Buyer.	中等违规 Moderate violation	5000-20000
11		卖方进行买方规定的危险作业未申请作业许可或进行特种作业时未持国家承认的证件上岗。 The vendor does not apply for the work permit when carrying out the dangerous operations specified by the buyer or does not hold the certificate recognized by the State when carrying out special operations.	重大违规 Major violation	20000-100000
12		卖方施工现场临边无防护。 There are no protection measures where falling accident can be happened.	一般违规 General violation	1000-5000
13		卖方施工现场、配电箱等未张贴安全标志标识	一般违规	1000-5000

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
		There are no safety signs pasted on Vendor's construction site and distribution box etc.	General violation	
14	一般规定 General rules	卖方未按要求为员工购买工伤保险或其他保险或其他保险保额未达到当年国家一次性工亡补助金额 The vendor does not purchase work-related injury insurance or other insurance for the employee as required or the amount of other insurance coverage does not reach the one-time national compensation amount of the year	中等违规 Moderate violation	5000-20000
15		卖方未按照要求和分包卖方签署EHS管理协议、三方安全管理协议或交叉作业协议 Vendor does not sign EHS management agreement, tripartite safety management agreement or cross working agreement with subcontractor as required	一般违规 General violation	1000-5000
16		卖方每日作业未按买方要求开展早会、安全交底等活动 The daily operation of the vendor does not carry out morning meetings, safety disclosure and other activities according to the requirements of the house	一般违规 General violation	1000-5000
17		卖方安全管理人员未每日对作业现场进行安全巡查 Vendor safety management personnel did not conduct daily safety inspections of the job site	一般违规 General violation	1000-5000
18		卖方项目经理或安全经理未经买方同意随意离开岗位 The vendor's project manager or safety manager leaves his post without buyer's consent	一般违规 General violation	1000-5000
19		卖方现场发生EHS事故或事件未及时通知EHS部门 Vendor fails to notify EHS department of EHS accident or event on site	中等违规 Moderate violation	5000-20000
20		卖方人员进入买方区域未按照要求遵守买方限速、限高等交通安全管理规定规定，超速行驶、破坏相关建筑 When the vendor personnel enter the Buyer's area, they fail to comply with the requirements of the buyer's speed limit and traffic safety management regulations, speeding and damaging relevant buildings	一般违规 General violation	1000-5000
21		卖方特种设备未张贴使用标志或未定期进行检验或特种设备作业人员未持证 The vendor's special equipment is not marked for use or is not regularly inspected or the special equipment operator is not certified	一般违规 General violation	1000-5000
22		卖方相关用电设备未经买方同意或未在指定区域进行充电 The vendor's related electrical equipment is charged without buyer's consent or in the designated area	一般违规 General violation	1000-5000
23		动火作业 Hot work	动火作业卖方在动火证规定时间范围之外或在所开动火证的动火地点之外动火作业。 Vendor work outside the time limit specified in the fire permit, or outside the place where the fire permit is activated.	中等违规 Moderate violation
24	动火、切割、打磨等产生火花及烟尘的作业，现场无安全人员现场监督。 There is no on-site supervision by safety personnel on the fire, cutting, polishing and other operations construction sites of Vendor that produce sparks and smoke		一般违规 General violation	1000-5000
25	动火作业区域半径5米范围内易燃易爆物品卖方未做清除、隔离或其它防护。 Inflammable and explosive articles are not cleared, isolated or otherwise protected within a radius of 5 meters in the hot work area by Vendor.		一般违规 General violation	1000-5000
26	卖方动火作业现场未配备灭火器或配备的灭火器等应急设施不符合要求。 There is no fire extinguisher or emergency facilities equipped at the scene of hot work do not meet the command in Vendor site construction.		一般违规 General violation	1000-5000
27	卖方焊接电缆一次线接头超过两个或电缆破损/露铜未做有效绝缘防护。 The vendor has welded more than two cable connectors at a time or the cable is damaged or exposed to copper without effective insulation protection.		一般违规 General violation	1000-5000

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
28	动火 作业 Hot work	卖方焊机接线处防护罩缺失，或金属外壳未做接地处理 The welder's wiring hood is missing or the metal shell is not grounded of Vendor.	一般违规 General violation	1000-5000
29		卖方焊接电缆与气割胶管、电源线、气瓶等其它物品交混在一起。 Welding cables are mixed with gas cutting hoses, power lines, gas cylinders and other items of Vendor.	一般违规 General violation	1000-5000
30		卖方室内电焊、氧焊、切割作业未做好通风排风措。 Indoor electric welding, oxygen welding and cutting are not ventilated in Vendor construction site.	一般违规 General violation	1000-5000
31		卖方在容器、管道等沾有可燃气体或溶液的工件动火作业时，未事先检查，冲洗、置换危险物质，未解除容器及管道压力，未消除容器密闭状态等。 When starting hot work on containers, pipelines and other work pieces stained with combustible gas or solution, inspection, wash and replacement are not finished in advance, and the pressure of containers and pipelines are not removed, and the sealed state of containers is not eliminated, etc.by Vendor	中等违规 Moderate violation	5000-20000
32		卖方焊把、电缆等缠在施工人员身上作业。 When implementing hot works, welding handle, cable, etc. are wrapped around the workers by Vendor.	一般违规 General violation	1000-5000
33		卖方乙炔或丙烷等可燃性气体气瓶距明火作业点和熔融金属飞溅物不足10米。 Flammable gas cylinders such as acetylene or propane are less than 10 m from the fire operating point and molten metal spatter by Vendor.	一般违规 General violation	1000-5000
34		卖方氧气瓶与乙炔或丙烷等气瓶距离少于5米。 Oxygen cylinders of Vendor are less than 5 meters from cylinders such as acetylene or propane.	一般违规 General violation	1000-5000
35		卖方乙炔气瓶上未安装回火防止器。 flashback arrestor of Vendor is uninstalled on the acetylene cylinder.	中等违规 Moderate violation	5000-20000
36		卖方氧气瓶、乙炔瓶压力表损坏未及时更换。 Pressure gauges of oxygen cylinders and acetylene cylinders of Vendor are damaged and not replaced immediately.	中等违规 Moderate violation	5000-20000
37		卖方气瓶无防震圈及防护帽。 There are no shock ring and protective cap on gas cylinders of Vendor.	一般违规 General violation	1000-5000
38		卖方人员离开作业现场时未关闭气瓶总阀门。 The main valve of the cylinder was not closed when the Vendor personnel left the work site.	一般违规 General violation	1000-5000
39		卖方作业人员进行电焊作业时未佩戴绝缘手套。 Operators of Vendor do not wear insulating gloves when conducting electric welding	中等违规 Moderate violation	5000-20000
40		卖方气割用橡胶软管未按标准使用(氧气管为蓝色，乙炔管为红色)。 Rubber hose for gas cutting of Vendor are not used as standard (oxygen tube is blue, acetylene tube is red)	重大违规 Major violation	20000-100000
41		卖方氧气瓶及其附件橡胶软管沾染油脂和污垢。 Oxygen cylinders and their accessories of Vendor are stained with grease and dirt on rubber hoses	一般违规 General violation	1000-5000
42		卖方氧气、乙炔瓶放置时未固定或卧放。 Oxygen and acetylene cylinders of Vendor are not fixed or placed horizontally.	一般违规 General violation	1000-5000
43		卖方气瓶阀门在解冻时用火解冻。 The cylinder valve of Vendor is defrosted with fire during defrost.	中等违规 Moderate violation	5000-20000
44	卖方气瓶置于阳光下曝晒。 Gas cylinders of Vendor are exposed to the sun.	一般违规 General violation	1000-5000	

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
45	动火 作业 Hot work	卖方气瓶软管接头处未用专用卡箍卡紧。 The gas cylinder hose connection of Vendor is not tightened with a special clamp	一般违规 General violation	1000-5000
46		卖方气瓶搬运时在地面滚动。 Cylinders roll on the ground when they are carried by Vendor.	一般违规 General violation	1000-5000
47		卖方在空调进风口处进行切割作业。 Vendor conduct cutting operation at the air - conditioning inlet .	一般违规 General violation	1000-5000
48		卖方电焊、气焊、气割作业所用设备不安全可靠，未经许可可在建筑物内使用乙炔气瓶、乙炔发生器、氧气钢瓶。焊接前后未认真清理现场，防止火灾发生。 The equipment used in electric welding, gas welding and gas cutting of Vendor are not safe and reliable. Vendor use acetylene cylinder, acetylene generator and oxygen cylinder in the building without permission. Before and after welding, cleaning is not done carefully to prevent fire accidents by Vendor.	一般违规 General violation	1000-5000
49		卖方进行高出动火作业时，下方未设警戒或未安排专人监护 When the vendor carries out high-intensity operation, there is no alarm below or no special person is arranged to monitor	一般违规 General violation	1000-5000
50		卖方进行切割、打磨作业时，未佩戴个人防护用品 The vendor does not wear personal protective equipment during cutting and polishing operations	一般违规 General violation	1000-5000
51		卖方动火作业使用家用插座 Vendors use household sockets for hot work	一般违规 General violation	1000-5000
52		卖方作业许可和从现场人员未保持一致 Vendor work permits are not consistent with on-site personnel	一般违规 General violation	1000-5000
53		卖方进行危险作业时，设备未有效接地 The equipment is not effectively grounded when the vendor performs hazardous operations	一般违规 General violation	1000-5000
54		现场电焊作业电焊机接地夹缺失或接地夹松动 The grounding clip of the welding machine is missing or loose during on-site welding operations	一般违规 General violation	1000-5000
55	高处 作业 Work at height	卖方施工人员在高于2米的施工作业平台上工作时，未配戴或正确五点双钩式安全带、安全帽。 When Vendor personnel are working on a platform 2 meters above the construction site, they do not wear or correctly wear safety belts(five point double hook) and helmets.	一般违规 General violation	1000-5000
56		卖方作业人员上下时手中持物。 The Vendor operator holds things in his hands as he gets up and down	一般违规 General violation	1000-5000
57		卖方人员作业过程中工具、物品、材料等上下抛掷。 Tools, objects, materials, etc. are thrown up and down during operation of Vendor personnel.	一般违规 General violation	1000-5000
58		卖方人员作业时，移动式脚手架推动过程中载人载物。 When Vendor's personnel are working, people and objects are carried in the process of moving the scaffold.	一般违规 General violation	1000-5000
59		卖方移动式平台底部脚轮未卡紧或无脚轮等制动措施。 The bottom casters of mobile platform of Vendor are not clamped or have no braking measures such as casters.	一般违规 General violation	1000-5000
60		卖方人员踩踏或攀座在登高用人字梯最上面一级平面上。 Vendor personnel trample or mount on the top level of the ladder.	一般违规 General violation	1000-5000
61		卖方登高用斜梯使用时梯脚无人扶持。 There is no support at the foot of the ramp when it is used by Vendor.	一般违规 General violation	1000-5000

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
62	高处 作业 Work at height	卖方登高用人字梯缺少梯锁。 The ladder used by Vendor lacks ladder locks	一般违规 General violation	1000-5000
63		卖方登高用斜梯脚未包扎防滑橡胶或棉布。 There are no skid rubber or cotton cloth wrapped at the foot of inclined ladder of Vendor.	一般违规 General violation	1000-5000
64		卖方易滑动、滚动的工具、材料堆放在脚手架上时，未将其包装、固定。 Tools easily slip and roll, and materials stacked on the scaffold are not packaged and fixed of Vendor.	一般违规 General violation	1000-5000
65		卖方人员高处作业与其它作业交叉进行时，未按指定的路线上下。 When work on the height is carried out with simultaneous operation, workers did not walk up or down on the designated route of Vendor.	一般违规 General violation	1000-5000
66		卖方上下交叉作业时，未采取隔离措施或隔离措施无效。 No quarantine measures are taken or quarantine measures are invalid when simultaneous operations are conducted by Vendor.	一般违规 General violation	1000-5000
67		使用吊篮作业时，卖方人员穿戴的安全带未挂在专门设置的安全绳上。 When using the crane, the safety belt worn by the personnel of Vendor is not hung on the specially set safety rope.	一般违规 General violation	1000-5000
68		卖方作业层脚手架的脚手板未固定或下部未用安全平网兜底。 scaffold board in the working layer is not fixed or the bottom is not covered with safety flat net of Vendor.	一般违规 General violation	1000-5000
69		卖方脚手架外侧未采用密目式安全网做全封闭，或未可靠固定在架体上。 The outside of the scaffold is not fully closed with a dense mesh safety net, or is not securely fixed on the frame of Vendor	一般违规 General violation	1000-5000
70		卖方作业层脚手板与建筑物之间的空隙大于15cm时未作全封闭。 When the gap between the operating floor feet and the building is larger than 15cm, it is not fully closed by Vendor.	一般违规 General violation	1000-5000
71		卖方人员上下时攀爬脚手架架体。 Vendor operators climb up and down the scaffold frame	一般违规 General violation	1000-5000
72		卖方人员进行带电高处作业时，未使用绝缘工具或未穿带电作业屏蔽服。 Vendor personnel do not use insulating tools or wear protective clothing when working at high heights with electricity.	一般违规 General violation	1000-5000
73		如遇六级以上的强风的时候，卖方在露天进行高空作业。 In case of strong wind of grade 6 or above, Vendor conduct working on the height.	一般违规 General violation	1000-5000
74		脚手架或移动平台搭接不规范。 Scaffold or moving platform is not installed correctly	一般违规 General violation	1000-5000
75		将易滚易滑的工具、材料堆放在脚手架上，工作完毕时未及时将各种工具、零部件等清理干净，上下输送大型物件时，未使用可靠的起吊设备。 Tools and materials that are easy to roll and slip are stacked on the scaffold. When the work is finished, all kinds of tools, parts and components are not cleaned in time. When large items are transported up and down, reliable lifting equipment is not used.	一般违规 General violation	1000-5000
76	卖方进行高处作业等作业时，绳、链所经过的棱角处未加衬垫保护。 When Vendor is conducting work at height, etc. ,padding protection are not added to the edges and corners of the rope and chain during lifting work;	一般违规 General violation	1000-5000	
77	卖方作业许可和从现场人员未保持一致 Vendor work permits are not consistent with on-site personnel	一般违规 General violation	1000-5000	

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金 Breaching Amount
78		卖方使用升降车时，升降车在未落到底部时开始前行 When the vendor uses the lift truck, the lift truck starts to move forward without falling to the bottom	一般违规 General violation	1000-5000
79	叉车 作业 Forklift operation	卖方叉车设备不具备相关证照，操作人员不具备相关国家认证资质 Vendor forklift equipment have no relevant licenses, and operators have no relevant national certification qualifications.	中等违规 Moderate violation	5000-20000
80		卖方叉车在运行时未遵守厂内交通规则或未与前车保持一定安全距离 Forklift of Vendor do not comply with the traffic rules in the factory or do not keep a safe distance from the vehicle in front	一般违规 General violation	1000-5000
81		卖方叉车司机在饮酒后驾驶叉车 Vendor forklift driver is driving a forklift after drinking alcohol	中等违规 Moderate violation	5000-20000
82		卖方叉车搬运货物时重量超过规定值 The weight that the Vendor forklift carry exceed the specified value	中等违规 Moderate violation	5000-20000
83		卖方叉车货叉未全部插入货物下方，货叉上货物摆放不均匀，使用单个货叉叉运货物 The Vendor forklift fork is not fully inserted under the goods, and the goods are not evenly placed on the fork, a single fork is used to transport the goods	中等违规 Moderate violation	5000-20000
84		卖方叉车带病作业 Vendor's forklift works with sickness	中等违规 Moderate violation	5000-20000
85		卖方叉车行驶时货叉底端距离地面高度未保持30-40厘米、门架未完全后倾 When the Vendor forklift is running, the bottom of the forklift has not kept 30-40 cm from the ground, and the door frame is not completely tilted backward	一般违规 General violation	1000-5000
86		卖方叉车行驶时由于一些原因提前升铲的，货叉升的过高（以刚刚超过视线或障碍物为准） If the Vendor forklift lifts in advance due to some reasons when the forklift is moving, forks are raised too high (Based on just over the line of sight or obstacles)	中等违规 Moderate violation	5000-20000
87		卖方人员卸货后未将货叉降落至正常位置后就行驶 After unloading, Vendor personnel drive the forklift without landing the fork in its normal position	一般违规 General violation	1000-5000
88		卖方叉车转弯时速度超过5km/h 5km/h When the Vendor forklift turns, its speed is over 5km/h	中等违规 Moderate violation	5000-20000
89		卖方叉车下坡时熄火滑行，正常行驶时空档滑行 When the Vendor forklift goes downhill, it shut off and slide. When it runs normally, it slide in neutral	一般违规 General violation	1000-5000
90		非特殊情况卖方叉车载物行驶中急刹车 Under non-special circumstances, the Vendor forklift truck stops abruptly during moving;	一般违规 General violation	1000-5000
91		卖方人员高速叉取货物或用叉头与坚硬物体碰撞 Vendor personnel pick up goods with high speed fork and collision with hard objects with fork head	一般违规 General violation	1000-5000
92		卖方人员用货叉举升人员从事高处作业，带人边升降边行走或调头 Vendor personnel uses a fork to lift a person to work at height and walks or turns while lifting.	中等违规 Moderate violation	5000-20000
93		卖方叉车举升期间，货叉下行人 During the lifting of Vendor's forklift, there is pedestrians under the forklift.	中等违规 Moderate violation	5000-20000
94	卖方叉车运行时，货叉未处于行驶的最低位置 When the Vendor forklift is running, the fork are not in the lowest.	一般违规 General violation	1000-5000	
95	卖方叉车在坡道上转弯及装卸作业，跨坡道行驶	一般违规	1000-5000	

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount	
		Vendor forklift turns, loads and unloads on the ramp, and drives across the ramp.	General violation		
96	叉车 作业 Forklift operation	卖方人员站在叉车货叉上进行作业 Vendor personnel stand on the fork of forklift for operation	中等违规 Moderate violation	5000-20000	
97		叉车未按照要求进行日排查, 周管控, 月调度管理 Forklift fails to perform daily investigation, weekly control and monthly scheduling management as required	一般违规 General violation	1000-5000	
98		卖方人员叉车作业完毕后未回收钥匙 Vendor personnel did not retrieve the key after the completion of forklift operation	一般违规 General violation	1000-5000	
99		叉车充电未经买方同意或未在指定区域进行充电 The forklift is charged without buyer's consent or in the designated area	一般违规 General violation	1000-5000	
100		叉车存在安全隐患且未按照要求及时整改 The forklift has potential safety hazards and is not rectified as required	一般违规 General violation	1000-5000	
101		卖方升降车超载运行, 升降车上人员超两人 Vendor lift truck is overloaded with more than two people	一般违规 General violation	1000-5000	
102	升降车 作业 Lift truck operation	卖方升降车刹车失效, 限位器失效。 The brake and limiter of Vendor lift truck fail	一般违规 General violation	1000-5000	
103		卖方升降车工作平台使用时安全门未关好, 人员未系挂安全带, 或安全带系挂不符合要求。 When the Vendor lift truck working platform is in use, the safety door is not closed properly, and the personnel do not fasten the safety belt or safety belt hanging does not meet the requirements	一般违规 General violation	1000-5000	
104		卖方人员升降车工作平台内架设梯子或置垫物加高作业。 Vendor personnel put up a ladder or lift a cushion on the lift truck platform and then operate.	一般违规 General violation	1000-5000	
105		卖方人员驾车时使用木板等物体放置在工作平台栏杆上坐着行驶。 When driving, Vendor personnel use wooden boards and other objects placed on the railing of the working platform to sit	一般违规 General violation	1000-5000	
106		卖方升降车在高压线下作业。 Vendor lift truck operate under high voltage wire	重大违规 Major violation	20000-100000	
107		卖方升降车带病作业。 Vendor lift truck work with sickness.	一般违规 General violation	1000-5000	
108		卖方人员用升降车来往载人、载物或推拉物件。 Vendor personnel use a lift truck to move or carry people, objects or push or pull objects	一般违规 General violation	1000-5000	
109		卖方升降车在砂质或土质松软的地面上作。 Vendor lift trucks work on sandy or soft ground	中等违规 Moderate violation	5000-20000	
110		卖方升降车作业时作业区域未设置警示标识, 地面无人看护 When the Vendor lift truck is working, there is no warning sign in the operation area and no one is on the ground to supervise	一般违规 General violation	1000-5000	
111		升降车充电未经买方同意或未在指定区域进行充电 Lift truck is charged without buyer's consent or in the designated area	一般违规 General violation	1000-5000	
112		卖方对设备未进行验收和日常点检 The vendor fails to carry out acceptance and routine inspection of the equipment	一般违规 General violation	1000-5000	
113			在进行起重作业时, 卖方起重设备不具备相关证照, 操作人员不具备相关国家认证资质。	中等违规	5000-20000

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
		In the lifting work, Vendor lifting equipment have no relevant certificates, and operators have no relevant national certification qualifications.	Moderate violation	
114	起重 吊装 作业 Lifting Work	在进行吊装作业时，卖方起重机无过卷扬防止装置、防滑舌片，钢索不符合要求，吊挂区域无警示标识。 During lifting work, the Vendor crane have no over-winchd preventer device and anti-slip tongue, and the steel cable does not meet the requirements, and there are no warning signs in the hanging area.	一般违规 General violation	1000-5000
115		卖方人员在有载荷的情况下调整起升、变幅机构的制动器。 Vendor personnel adjust brakes of lifting and luffing mechanisms under the circumstance of heavy load	中等违规 Moderate violation	5000-20000
116		卖方人员起重作业时绳、链所经过的棱角处未加衬垫保护。 Padding protection are not added to the edges and corners of the rope and chain during lifting work of Vendor personnel;	一般违规 General violation	1000-5000
117		卖方人员吊装物件时未遵守“十不吊”原则。 Vendor personnel did not comply with the "ten no lifting" principle when hoisting objects.	一般违规 General violation	1000-5000
118		卖方起吊对象上有人或浮置物体。 There is a person on a hoisted object or lifting floating object when Vendor is conducting lifting work.	中等违规 Moderate violation	5000-20000
119		卖方起吊物为小型物件时未使用盛装器皿进行吊装。 When the lifting objects are small, container is not used for lifting of Vendor.	中等违规 Moderate violation	5000-20000
120		卖方吊装物件捆绑、吊挂不牢或不平衡。 The hoisting objects are tied, hung loosely or unbalanced when Vendor is conducting the lifting work.	一般违规 General violation	1000-5000
121		卖方人员吊装地面预埋件。 Vendor personnel lift ground embedded parts	一般违规 General violation	1000-5000
122		卖方吊装物件时指挥人员乱指挥，作业人员做与吊装作业无关的事情。 When Vendor is hoisting objects , the commanding personnel are in disorder, and the operators do anything irrelevant to the hoisting operation	一般违规 General violation	1000-5000
123		露天作业风力大于六级时，卖方未停止作业。 Vendor outdoor lifting work does not stop when the wind force is greater than 6 grade	中等违规 Moderate violation	5000-20000
124		卖方人员吊装过程中，吊装物体从人员的上空通过或吊臂下有人或人员从被吊对象下方穿越。 During hoisting by Vendor personnel, the lift lifting over a person or a person stands under the crane arm or person passes under the object being hoisted	中等违规 Moderate violation	5000-20000
125		卖方人员起重机工作时进行检查和维修。 Vendor personnel inspect and maintain the crane while the it is working	中等违规 Moderate violation	5000-20000
126		卖方人员进入悬吊重物下方时，未与司机联系并设置支承装置。 When Vendor personnel entering under the suspended weight, the driver is not contacted and the supporting device is not set	中等违规 Moderate violation	5000-20000
127	卖方起重作业司机操作时未按指挥信号进行。 The Vendor driver did not follow the command signal during the lifting work	中等违规 Moderate violation	5000-20000	
128	卖方起重机运行道路未做好路面保护。 The Vendor crane running road is not well protected	一般违规 General violation	1000-5000	
129	卖方多人绑扎对象时，未指定专人负责指挥。 When more than one person of Vendor binds the object, no special person is designated to take charge of the command	一般违规 General violation	1000-5000	

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
130		卖方作业许可和从现场人员未保持一致 Vendor work permits are not consistent with on-site personnel	一般违规 General violation	1000-5000
131		卖方起重作业使用的吊具、索具、卸扣不符合使用标准 Lifting work of the spindles、rigging and shackle of Vendor do not meet the use standards	中等违规 Moderate violation	5000-20000
132		卖方电动机械和电气照明设备拆除后，留有带电的电线。如果电线必须保留，电源未切断，且线头未绝缘。 After removing electrical machinery and electrical lighting equipment by Vendor, any wires with electricity are retained. If so, the power supply is not cut off and the wires are not insulated.	一般违规 General violation	1000-5000
133		卖方电气设备或线路不符合规定，未进行定期试验或检修。修理的时候，未切断电源；如果必须带电工作，无确保安全的措施。 Electrical equipment or wiring of Vendor is not in compliance with regulations and should be tested and overhauled regularly. When repairing, Vendor personnel do not cut off the power first; If it is necessary to work with electricity, safety measures are not taken.	一般违规 General violation	1000-5000
134	临时 用电 Temporary electricity	卖方露天配电盘及开关装置、配电柜、配电箱无防雨措施。 There is no rainproof cover on Vendor's open-air power distribution panel, switchgear, distribution cabinet and distribution box	一般违规 General violation	1000-5000
135		卖方非电工从事电气作业，专业电工无相应的资质。 Vendor unprofessional electricians engage in electrical work, and professional electricians have no corresponding qualifications.	中等违规 Moderate violation	5000-20000
136		卖方私拉、乱接电源线。 Vendor privately pulls and arbitrarily connects the power line	一般违规 General violation	1000-5000
137		卖方施工现场配电箱未安装漏电保护器。 No leakage protector is installed in the distribution box of Vendor's construction site	中等违规 Moderate violation	5000-20000
138		卖方现场违章使用大功率电器具。 Vendor illegally uses high-power electrical appliances on site.	一般违规 General violation	1000-5000
139		卖方施工现场电线出现裸露破皮。 Wires appear exposed broken skin in Vendor construction site.	一般违规 General violation	1000-5000
140		卖方电气设备和装置的金属部分，可能由于电源损坏而带电的，未根据技术条件采取相应的保护性接地的措施。 If the metal parts of electrical equipment and devices of Vendor may be electrified due to damage to the power supply, corresponding protective grounding measures are not taken according to the technical conditions.	一般违规 General violation	1000-5000
141		卖方电线和电源连接的时候，未设开关或者插销、露天的开关未安装在电箱内。 When wiring and power supply are connected by Vendor, switch or bolt is not set、open - air switches are not installed in the electrical box.	中等违规 Moderate violation	5000-20000
142		卖方施工现场电箱未保持关闭、上锁或电箱内有裸露金属线路，露天电箱周围无保护。 The electrical boxes on the Vendor construction site are not kept closed and locked, or there is exposed metal wiring in the electrical boxes, or there is no protection around the outdoor electrical boxes.	一般违规 General violation	1000-5000
143		卖方行灯的电压超过36伏特、在金属容器内或者在潮湿处所工作的时候，行灯电压超过12伏特。 The voltage of the Vendor line lamp exceed 36 volts、and exceed 12 volts when working in a metal container or in a humid place.	中等违规 Moderate violation	5000-20000

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
144	临时 用电 Temporar y electricity	卖方临时用电总配电箱和分路开关箱电源端未安装漏电保护器。 Leakage protector is not installed at the power end of the temporary main power distribution box and branch switch box of Vendor	中等违规 Moderate violation	5000-20000
145		卖方配电系统未设置总配电箱、分配电箱和开关箱三级配电箱。 The distribution system of Vendor does not have three levels of distribution boxes: main distribution box, distribution box and switch box	重大违规 Major violation	20000-100000
146		卖方配电箱和开关箱装设高度不符合要求。 Distribution box and switch box installed height of Vendor does not meet the requirements	一般违规 General violation	1000-5000
147		卖方配电柜或线路维修时未挂停电标志牌。 Blackout signs are not hung when the power distribution cabinet or line of Vendor is being repaired	中等违规 Moderate violation	5000-20000
148		卖方停、送电无专人负责，停止作业时未断电上锁。 There is no special person from Vendor responsible for stopping and transmitting power. Electricity is not cut off and locked when the operation is stopped	一般违规 General violation	1000-5000
149		卖方配电柜直接挂接其他临时用电设备。 The distribution cabinet of Vendor is directly connected to other temporary electrical equipment;	一般违规 General violation	1000-5000
150		卖方配电柜两端未做接地（接零）和名称、用途、分路标记。 The two ends of the distribution cabinet of Vendor are not grounded (connected to zero) and marked with names, uses and branches;	一般违规 General violation	1000-5000
151		卖方保护零线用作负荷线。 A guard zero line of Vendor is used as a load line	中等违规 Moderate violation	5000-20000
152		卖方现场违反"一机、一闸、一漏"规定。 Regulation of the "one machine, one switch, one RCD " was violated on the Vendor construction site	中等违规 Moderate violation	5000-20000
153		卖方接零保护系统中电气设备的金属外壳未与保护零线连接。 The metal shell of the electrical equipment of Vendor in the zero protection system is not connected with the zero protection line	一般违规 General violation	1000-5000
154		卖方用电线路浸泡在水中，未将施工现场线路进行悬空处理。 The electric circuit of Vendor is immersed in water, and the Vendor construction site circuit is not suspended	中等违规 Moderate violation	5000-20000
155		卖方电源线穿过道路时未做敷设或加盖板做保护。 When the power line of Vendor passes through the road, it is not laid or protected with cover plate	一般违规 General violation	1000-5000
156		卖方使用老化/破损之电源线路。 Vendor uses aged/damaged power lines	一般违规 General violation	1000-5000
157		卖方雨天配电箱等电器设备无防水措施置于室外。 In rainy days, electrical equipment such as distribution box of Vendor is placed outdoors without waterproof measures	一般违规 General violation	1000-5000
158		卖方使用铝丝，铜丝代替保险丝。 Vendor uses aluminum wire and copper wire to represent fuses	中等违规 Moderate violation	5000-20000
159		卖方现场设备未做保护接零。 Vendor field equipment is not protected to zero	中等违规 Moderate violation	5000-20000
160	卖方配电箱无门、无锁、无防雨等措施。	中等违规	5000-20000	

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
		There is no measures such as door, lock, rain defense and other measures of distribution box of Vendor	Moderate violation	
161	有限空间作业 operation at Confined space	卖方作业人员进入超过2米深坑井作业时身上未系安全带。 Vendor operators do not wear safety belts when they enter a well more than 2 meters deep	一般违规 General violation	1000-5000
162		卖方现场无可靠的上下疏散通道。 There are no reliable upper and lower evacuation routes at the scene of Vendor	一般违规 General violation	1000-5000
163		卖方有限空间作业缺少看护人员。 There is a shortage of Vendor supervisors outside the limited space	中等违规 Moderate violation	5000-20000
164		卖方有限空间周边未作隔离防护。 The perimeter of the confined space of Vendor is not isolated	一般违规 General violation	1000-5000
165		卖方有限空间作业未采取有效的通风措施。 Effective ventilation measures were not taken for Vendor confined space operations	中等违规 Moderate violation	5000-20000
166		卖方有限空间作业前未进行气体检测。 There is no gas testing before Vendor confined operation	中等违规 Moderate violation	5000-20000
167		卖方现场未按要求半小时进行一次气体浓度测试，或无测试记录。 Gas concentration test is not conducted on site within half an hour as required, or no test record is available by Vendor	中等违规 Moderate violation	5000-20000
168		卖方有限空间作业手持电动工作不符合要求或电器漏电保护器不符合要求。 Handheld electric work in confined space does not meet the requirements or electrical leakage protector does not meet the requirements of Vendor	一般违规 General violation	1000-5000
169		卖方有限空间内无有效照明或行灯电压超过24V。 There is no effective lighting in confined space or the line lamp voltage exceeds 24V of Vendor	一般违规 General violation	1000-5000
170		卖方有限空间内进行动火作业未按要求对气体进行分析，未检测、未告知。 Gas analysis and detection, notification were not performed as required during the hot work in the confined space by Vendor	重大违规 Major violation	20000-100000
171		卖方有限空间内同时从事电焊和气焊、气割作业。 In the confined space, it is engaged in electric welding, gas welding and gas cutting simultaneously by Vendor	重大违规 Major violation	20000-100000
172		卖方进入污水井等垂直有限空间内未使用三脚架。 Tripod is not used in vertical confined spaces such as sewage Wells by Vendor	一般违规 General violation	1000-5000
173		卖方现场未履行有限空间作业“先通风 再检测 后作业”的规定。 The Vendor site did not perform the confined space operation "ventilation first, then testing, then work" provisions	重大违规 Major violation	20000-100000
174		卖方现场未设置明显的安全警示标志和警示说明及作业告知牌。 Clear safety warning signs, warning instructions and operation notification boards are not set up on site by Vendor;	一般违规 General violation	1000-5000
175		卖方有限空间作业前未编制相关作业方案，无应急救援和危险源辨识内容。 Relevant operation plan has not been prepared before the operation in confined space, and contents of emergency rescue and hazard identification have not been included by Vendor	中等违规 Moderate violation	5000-20000
176		卖方作业未按照作业方案进行作业或作业许可人员和现场不一致 The vendor's work is not carried out in accordance with the work plan or the work authorized personnel is inconsistent with the site	中等违规 Moderate violation	5000-20000
177		卖方有限空间作业前未进行专项安全培训教育或未全员接受专项培训。	中等违规	5000-20000

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
		Special safety training education or special training for all staff before confined space operation are not implemented by Vendor	Moderate violation	
178		卖方现场未按要求配备应急救援物资,包括并不限于气体检测设备、呼吸设备、防护设备等。 The vendor is not equipped with emergency relief materials on site as required, including but not limited to gas detection equipment, respiratory equipment, protective equipment, etc.	中等违规 Moderate violation	5000-20000
179		卖方挖掘作业前未确认地面下方是否有管线,破坏厂区设施。 Before excavating of Vendor, it is not confirmed whether there is pipeline under the ground, which damages plant facilities	一般违规 General violation	1000-5000
180		卖方作业前未进编写施工方案,对作业内容不熟悉。 Vendor did not prepare the construction plan before the operation, and was not familiar with the operation content	一般违规 General violation	1000-5000
181	断路 动土 作业 Road Breaking operation	卖方挖掘作业现场未进行有效隔离,现场未放置警告标识。 Effective isolation is not carried out on the excavation site, and warning signs are not placed on the site of Vendor	一般违规 General violation	1000-5000
182		卖方挖掘作业间断期间未进行相应的防护及警告。 Corresponding protection and warning is not given during the discontinuity of excavation operation of Vendor.	一般违规 General violation	1000-5000
183		卖方作业环境发生变化、安全措施未落实,未及时取消作业许可,未通知买方。 If the operating environment changes and the safety measures are not implemented, the operation permit has not be cancelled in time and has not notified Buyer by Vendor.	一般违规 General violation	1000-5000
184		卖方挖出物堵塞下水道、逃生通道和应急通道。 Excavations of Vendor clog sewers, escape routes and emergency exits	一般违规 General violation	1000-5000
185		卖方挖掘作业未做好斜坡,导致坑洞边缘坍塌。 Poor slope excavation of Vendor caused the edge of the hole to collapse	一般违规 General violation	1000-5000
186		卖方挖掘出得深于2米的基坑无安全防护。 The foundation pit dug by Vendor is more than 2 meters deep without safety protection.	一般违规 General violation	1000-5000
187		卖方维修保养作业前未提供安全措施方案。 Vendor is failure to provide safety plan prior to maintenance operation	一般违规 General violation	1000-5000
188	维保 作业 Maintena nce	卖方维修保养作业未在动力供应处或设备上挂牌上锁。 Vendor does not lock the power supply or equipment in the maintenance operation	一般违规 General violation	1000-5000
189		卖方维保作业没有悬挂警示牌。 No warning signs were hoisted in the maintenance operation of Vendor	一般违规 General violation	1000-5000
190		卖方现场单人作业(至少2人一组)。 single person of Vendor implement maintenance (at least 2 people in a group)	一般违规 General violation	1000-5000
191		卖方未经买方同意随意拆除安全附件、安全装置或关停相关设备、系统 The vendor will remove safety accessories, safety devices or shut down related equipment and systems without the consent of the buyer	中等违规 Moderate violation	5000-20000
192		卖方人员进入已通电的设备内部进行作业未进行安全交底。 Vendor's personnel enter the energized equipment to carry out operations without task instructions	一般违规 General violation	1000-5000
193		卖方施工现场临时建筑物或仓库或储物间,未按照有关防火规范的规定管理。 Temporary buildings, warehouses or storage rooms on the construction site are not managed in accordance with relevant fire prevention regulations by Vendor.	一般违规 General violation	1000-5000

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
194	防火安全 Fire Prevention safety	卖方未保持应急通道畅通, 应急通道、疏散门前、门后堆物堆料, 妨碍应急设施使用, 所有建筑施工材料要码放混乱, 未保持防火距离。 Vendor do not keep the emergency channel unblocked, and pile up materials in front of the emergency channel, evacuation door or behind the door, and hinder the use of emergency facilities. All construction materials are not placed in order by themselves to keep fire distance.	一般违规 General violation	1000-5000
195		卖方当日施工中所用易燃材料和易燃废料的堆放地与动火作业区间距小于10米。易燃材料未专库存储, 建设工程内作为仓库使用。 The distance between the dumping ground of inflammable materials and inflammable wastes used in the construction on the same day and the working area is less than 10 meters. Inflammable materials are not stored in a special warehouse and construction project is not used as a warehouse.	中等违规 Moderate violation	5000-20000
196		卖方未协助买方做好火灾调查, 处理工作, 施工中发现火灾隐患, 未及时报告本单位防火责任人和买方, 私自处理。 Vendor do not assist Buyer in fire investigation and handling. When fire hazards are found during construction, the fire prevention responsible person of the unit and Buyer are not reported and deal with them without permission.	一般违规 General violation	1000-5000
197		卖方私自动用或损坏买方应急设施(消火栓、灭火器等), 乱按报警按钮。 Vendor use or damage our emergency facilities (hydrants, fire extinguishers, etc.) without permission, and press the alarm button freely.	中等违规 Moderate violation	5000-20000
198		施工现场未设置应急用具和灭火器材, 或未放置在明显易取处, 任意移动或遮盖。施工中拆除、挪动、遮挡原有的应急设施, 需要临时变动的未经买方批准, 未在施工后恢复原状。 The Vendor construction site is not equipped with emergency appliances and equipment, which are not placed in obvious accessible places, and are arbitrarily moved or covered. During the construction, the original emergency facilities are dismantled, moved or screened. Any temporary changes have not be approved by our company, which are not restored after the construction.	一般违规 General violation	1000-5000
199		卖方人员违反买方规定未在指定区域吸烟 Vendor personnel do not smoke in designated areas in violation of Buyer's regulations	一般违规 General violation	1000-5000
200		卖方未开展或未按要求参加买方组织的应急演练 Vendor does not carry out or participate in the emergency drill organized by Buyer as required	一般违规 General violation	1000-5000
201		卖方在实施可能造成应急、动力等系统报警的作业时未提前与买方沟通 The vendor does not communicate with the Buyer in advance when carrying out operations that may cause alarm of the emergency, power and other systems	一般违规 General violation	1000-5000
202		卖方现场自有的灭火器过期未及时清出买方区域 The vendor's own fire extinguisher expired and did not clear the buyer's area in time	一般违规 General violation	1000-5000
203		职业健康 Occupational health	卖方对涉及到职业病危害因素的岗位员工(含特种作业、特种设备作业或职业机动车驾驶作业)未进行职业健康体检, 或未按照劳动法要求对未成年工或女工进行管理。 The vendor does not carry out occupational health examination for employees in positions involving occupational hazard factors (including special operations, special equipment operations or occupational motor vehicle driving operations), or fails to manage underage or female workers in accordance with labor law requirements.	重大违规 Major violation
204	卖方人员罹患职业病 Vendor personnel suffer from occupational diseases		重大违规 Major violation	20000-100000
205	卖方为针对职业禁忌症人员进行转岗		中等违规	5000-20000

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
		The vendor does not transfer the staff with occupational contraindications	Moderate violation	
206		卖方未对接触职业病危害因素岗位人员进行职业病危害告知 The vendor does not inform the occupational-disease-inductive personnel of the positions exposed to occupational-disease-inductive factors	一般违规 General violation	1000-5000
207		卖方为人员提供的个人防护用品过期或不合法律、法规、现场要求 The personal protective equipment provided by the vendor for personnel is out of date or does not comply with laws, regulations and on-site requirements	一般违规 General violation	1000-5000
208		卖方区域职业病危害超标的位置未进行整改 The position of exceeding occupational hazards in the vendor area has not been rectified	一般违规 General violation	1000-5000
209		卖方未按照法律法规要求违规聘用未成年人；或聘用16-18周岁人员从事国家禁止的劳动或危险作业 The vendor fails to employ minors in violation of laws and regulations; Or employ persons between the ages of 16 and 18 to engage in labor or dangerous operations prohibited by the State	中等违规 Moderate violation	5000-20000
210	化学品安全 Chemical Safety	卖方未经允许随意携带化学品进入买方区域 The vendor carries chemicals into the buyer's area without permission	一般违规 General violation	1000-5000
211		卖方现场使用化学品无技术说明书或安全标签或卖方现场使用不明液体 There is no technical specification or safety label for the chemicals used by the vendor on site, or vendor site use of unidentified liquids	一般违规 General violation	1000-5000
212		卖方使用易制爆、易制毒化学品未按要求向公安机关申报，现场管理不符合法律法规要求 The vendor did not declare to the public security organ as required when using explosive and drug-making chemicals, and the on-site management did not meet the requirements of laws and regulations	一般违规 General violation	1000-5000
213		卖方未按照要求（防震圈、防倾倒装置等）对现场气瓶进行安全管理 The vendor did not perform safety management of the on-site gas cylinders in accordance with the requirements (shockproof rings, anti-tipping devices, etc.)	一般违规 General violation	1000-5000
214		卖方使用易燃易爆化学品未辨识其风险或未制定相应的安全措施 Vendors use flammable and explosive chemicals without identifying their risks or developing appropriate safety measures	一般违规 General violation	1000-5000
215		卖方作业造成现场化学品泄漏的未及时处理 Failure to inform buyer and deal with chemical leakage caused by vendor's operation on site in time	一般违规 General violation	1000-5000
216		卖方携带国家法律、法规禁止使用的可能对人员或环境造成严重危害的化学品进入买方区域 The vendor shall bring into the Buyer's area chemicals which are prohibited by national laws and regulations and may cause serious harm to personnel or the environment	一般违规 General violation	1000-5000
217		卖方现场未经买方同意储存气瓶 Vendor stores gas cylinders on site without buyer's consent	一般违规 General violation	1000-5000
218		卖方使用有机溶剂在通风不畅或密闭空间作业的未向买方报备 Vendors using organic solvents in poorly ventilated or confined Spaces shall report to the EHS department	一般违规 General violation	1000-5000
219			卖方施工现场未作隔离或未有效隔离。 The construction site of Vendor is not isolated or not effectively isolated	一般违规 General violation
220		卖方施工现场隔离区域四周无安全警示信息。 There is no safety warning around the isolation area of the construction site of Vendor	一般违规 General violation	1000-5000

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
221	施工 安全 Construct ion safety	卖方施工完毕未清理现场垃圾。 At the end of construction, the garbage on site was not cleared by Vendor	一般违规 General violation	1000-5000
222		卖方在工作工程中产生的碎屑、塑料袋、包装纸等轻型物品未装袋封口，避免随风飘移。 Light articles such as debris, plastic bags and wrapping paper produced by Vendor in the work are not sealed to avoid drifting in the wind	一般违规 General violation	1000-5000
223		卖方施工、物料堆放及垃圾清运过程中,粉尘类物品未采取相应措施防止扩散。 In the process of construction, material stacking and garbage removal, relevant measures are not taken to prevent dust from spreading by Vendor	一般违规 General violation	1000-5000
224		卖方施工设备，材料挤占人行、车行通道。 Construction equipment and materials of Vendor occupy pedestrian and vehicular passages	一般违规 General violation	1000-5000
225		卖方电动工具、机械工具、气瓶等工具入场前未自检，确保工具无安全隐患，卖方使用有缺陷及安全隐患的工具。 Power tools, mechanical tools, gas cylinders and other tools of Vendor are not self-inspected before admission to ensure that the tools have no potential safety hazards. Tools with defects and potential safety hazards of Vendor are strictly prohibited	一般违规 General violation	1000-5000
226		卖方每天施工结束后，未对施工现场做好相关安全检查，未切断电源、气源，遗留火种（特别注意暗火隐患）。 At the end of operation each day, Vendor do not conduct relevant safety inspection on the construction and don't cut off the power supply and air source, and leave any fire.	一般违规 General violation	1000-5000
227		卖方施工现场摆放施工材料未码放整齐，未做出明确的标示，材料存放未整齐稳固，未做好材料的安全管理。 Construction materials of Vendor are not placed on the construction site in order and clearly marked. The storage of materials is not in order and stable, and the safety management of materials is not done well.	一般违规 General violation	1000-5000
228		卖方人员踩踏管道。 Vendor step on the pipeline	一般违规 General violation	1000-5000
229		卖方施工中使用化学易燃物品时，未限额领料，交叉作业。 When chemical inflammables are used in construction of Vendor, materials are be collected in a limited amount and simultaneous operations are conducted	一般违规 General violation	1000-5000
230		卖方危险作业场所无专人全程监护。 There is no person to supervise the whole process in the special dangerous work place of Vendor	一般违规 General violation	1000-5000
231		卖方施工现场坑井上无防护盖或周边无防护栏。 There is no protective cover on the pit or fence around the construction site of Vendor	一般违规 General violation	1000-5000
232		卖方人员酒后上岗作业。 Vendor personnel works after drinking	一般违规 General violation	1000-5000
233		有可能发生相互作用而产生危险或者危害的物质，卖方未分别存放。使用易燃性化学品未限额领料，最高未以日需求量为准。 Substances that are likely to interact and cause danger or harm are not stored separately. The use of inflammable chemicals is not subject to a limit of materials, up to the daily demand	中等违规 Moderate violation	5000-20000
234		卖方现场中拆除的模型板和废料等应及时清理，未将钉子拔掉或打弯。 The model board and scrap removed in the field are not cleaned in time, and the nails are not removed or bent	一般违规 General violation	1000-5000
235	在建筑安装工程中进行交叉作业，上下两层间卖方未设有专用的防护棚或者其它隔离设施。	一般违规	1000-5000	

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
	安全	When conducting simultaneous operations in construction and installation projects, special protective sheds or other isolation facilities of Vendor are not installed between the upper and lower floors	General violation	
236	Construct ion safety	卖方施工现场中的脚手架、斜道板、跳板和交通运输道，未随时清扫，未采取防滑措施。 Scaffolds, ramp plates, gangways and transportation paths in the construction site of Vendor are not cleaned at all times and anti-skid measures are not taken	一般违规 General violation	1000-5000
237		在天然光线不足的工作地点或者在夜间进行工作，卖方未设置足够的照明设备。 Adequate lighting is not provided at work where natural light is insufficient or at night of Vendor	一般违规 General violation	1000-5000
238		卖方非载人车载人。 The vehicle of Vendor which can't take people takes people.	一般违规 General violation	1000-5000
239		卖方现场私接乱拉电线，使用大功率电器。 Vendor privately connects and pulls wires and uses high-power electrical appliances	一般违规 General violation	1000-5000
240		卖方现场塔吊等设备未接地。 Vendor's on-site tower cranes and other equipment are not grounded	中等违规 Moderate violation	5000-20000
241		卖方脚手架、钢平台搭设完毕未进行安全验收 The vendor's scaffolding and steel platform have been set up without safety acceptance	一般违规 General violation	1000-5000
242		卖方设备转动或旋转部位无防护罩，或设备不符合安全条件。 There is no protective cover on Vendor's equipment rotates, or the equipment does not meet safety conditions	一般违规 General violation	1000-5000
243		卖方脚手架搭设不符合标准要求 Vendor scaffolding setup does not meet standard requirements	一般违规 General violation	1000-5000
244		卖方办公区域排线不整齐，不符合安全用电要求，饮水机区域的插排未固定于墙面，避免因漏水造成插排短路。 The wiring in the office area of Vendor is not neat and in line with the safety requirements of electricity. The inserting and draining line in the water fountain area of Vendor are not fixed on the wall to avoid short circuit caused by water leakage	一般违规 General violation	1000-5000
245		卖方私自在厂区内任何部位存放易燃易爆品，存放区域未做好现场防护。 Vendor store inflammable and explosive products in any part of the factory without permission. On-site protection is not done by Vendor in storage area	中等违规 Moderate violation	5000-20000
246	相关方办 公区 域	卖方办公室公共区域堆放气瓶等易燃易爆物、存放化学品。 Vendor pile up gas cylinders and other inflammable and explosive objects and store chemicals in the public areas of the office	中等违规 Moderate violation	5000-20000
247	Intereste d party office	卖方办公室内、外通道堆放物品、垃圾及杂物，安全通道不畅通。 Vendor pile up articles, garbage and sundries in and out of the office, and not keep the safe passage open	一般违规 General violation	1000-5000
248		卖方非特殊情况下随意动用买方的应急器材。 Vendor uses Buyer's emergency equipment without special circumstances	一般违规 General violation	1000-5000
249		卖方进入买方厂区或研发中心后未严格遵守出入管理规定。 Vendor do not comply with the access control regulations after entering the Buyer factory or R&D center	一般违规 General violation	1000-5000
250	其他 安全	卖方对发现的隐患，不实施整改且强行施工作业。 For the hidden dangers found, rectification from Vendor has not been carried out and the construction is still on	中等违规 Moderate violation	5000-20000
251	相关 Other	卖方现场作业人员不听从管理，态度恶劣。 Vendor operators do not listen to management, and with bad attitude	一般违规 General violation	1000-5000

序号 No.	类型 Type	项目Items	违规等级 Violation Grade	违约金额 Breaching Amount
252	safety related	卖方施工作业现场破坏应急、避雷、安全设施。 Vendor damage emergency, lightning protection and safety facilities on the construction and operation site	一般违规 General violation	1000-5000
253		卖方对于买方发出的整改事宜未及时反馈。 Vendor fails to timely respond to the rectification issues issued by Buyer	一般违规 General violation	1000-5000
254		卖方车辆不按照买方物流规划路线行驶。 Vehicles of Vendor do not drive along the planned route of Buyer logistics	一般违规 General violation	1000-5000

注：1.本细则将根据现场实际变化定期更新；2.针对以上惩罚性违约金数额，买方可以根据实际情况决定具体的惩罚性违约金金额（RMB）；3.以上违约内容出现类似或重复的以最高违约性违约金为准；4.卖方发生重复违规，买方可加倍收取惩罚性违约金；5.最终解释权归买方所有；

Note: 1. These rules will be updated regularly based on actual changes on the site ; 2. In view of the above punitive liquidated damages amount, buyer can decide the specific punitive liquidated damages amount according to the actual situation ; 3. The highest punitive liquidated damages should prevail in case of any similar or repeated breach of the above provisions ; 4. In case of repeated violation by Vendor, Buyer may double the punitive liquidated damages amount; 5. The final interpretation right belongs to the Buyer.

惩罚性违约金通知单 Punitive Liquidated Damages Notice

违约方 Breaching Party					
原因 Reason					
细则条款 Item					
金额(大写) ¥					
买方 Buyer		违约方 Breaching Party		买方财务 Buyer Finance	
注：违约方接到通知单后一周内将惩罚性违约金缴到买方财务部。Hand in punitive liquidated damages to Buyer finance dept. in 7 days. 此通知单一式三份，一联交买方，二联交买方财务部存根，三联为违约方凭证；This notice is in triplicate, first one for Buyer , Second for Buyer finance dept. ,and third for proof of breaching party.					

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违约方 Breaching Party					
原因 Reason					
细则条款 Item					
金额(大写) ¥					
买方 Buyer		违约方 Breaching Party		买方财务部 Buyer Finance Dept.	
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