

标准采购条款**STANDARD TERMS OF PURCHASE**

1. 条款的接受。 供应商应遵守本条款以及本条款所附于的或通过引用明确纳入其中的采购订单中规定的全部条款（包括本条款引用的、通过买方电子数据交换传输的或采购订单中载明的任何规格、样品、图纸和其他文件）（统称为本“**订单**”）。本订单构成本文所述商品和/或服务（包括任何可交付成果，包括但不限于任何产品、物品、器械、化合物、成分、嵌入式软件以及所需文件）（统称为“**产品**”）的购买要约。本订单不构成买方接受供应商的任何销售要约、报价单或其他提议，即使在本订单中提及。除非本订单正面另有说明，或双方另有书面协议，否则本订单的条款应优先于冲突条款。**对本订单的接受，明确以本订单的条款为限。买方拒绝接受供应商报价单、确认书、保修声明、发票或其他文件中包含的对本订单条款做出补充或与本订单条款不同的任何条款和条件，且此类补充或不同条款不构成供应商与买方订立的本订单的组成部分。此前的任何提议、报价单、声明、预测、往来过程或使用或交易均不构成本订单的组成部分。** 在以下情况下，视为供应商不可撤销地接受本订单：(a) 供应商发出本订单的任何接受函或确认函；(b) 供应商交付任何订购产品；或 (c) 供应商以任何方式开始执行本订单所要求的工作，以先发生者为准。

1. ACCEPTANCE OF TERMS. Supplier shall comply with all terms set forth herein and on the purchase order to which these terms are attached or are expressly incorporated by reference (including any specifications, samples, drawings and other documents referred to herein, transmitted via Buyer's electronic data exchange or on the purchase order) (collectively, this "**Order**"). This Order is an offer to purchase the goods and/or services (including any deliverables, which include but are not limited to any products, articles, apparatus, compound, composition, Embedded Software, and required Documentation) described herein (collectively, the "**Products**"). This Order shall not constitute an acceptance of any offer to sell, quotation or other proposal from Supplier, even if referred to in this Order. Unless otherwise stated on the face of this Order or in a separate written agreement between the parties, the terms herein shall prevail over conflicting terms. **ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS OF THIS ORDER. BUYER OBJECTS TO ANY TERMS AND CONDITIONS INCLUDED WITH SUPPLIER'S QUOTATION, ACKNOWLEDGMENT, WARRANTY STATEMENT, INVOICE OR OTHER DOCUMENT WHICH ARE ADDITIONAL TO OR DIFFERENT THAN THE TERMS OF THIS ORDER, AND SUCH ADDITIONAL OR DIFFERENT TERMS SHALL NOT BE PART OF THIS ORDER BETWEEN SUPPLIER AND BUYER. NO PRIOR PROPOSALS, QUOTATIONS, STATEMENTS, FORECASTS, COURSE OF DEALING OR USAGE OR TRADE WILL BE PART OF THIS ORDER.** This Order shall be irrevocably accepted by Supplier upon the earlier of Supplier's: (a) issuing any acceptance or acknowledgement of this Order; (b) delivering any Products ordered; or (c) commencement of the work called for by this Order, in any manner.

2. 价格、付款和数量。**2. PRICES, PAYMENTS AND QUANTITIES.**

2.1 价格。 所有价格均为固定价格，不得更改。供应商价格包括下列各项：(a) 包装、贴标签（包括生产日期和条形码标签）、保险、仓储、搬运、利息和手续费、装箱或货车运费及任何其他费用；(b) 运费，若供应商不使用买方指定的承运人；以及 (c) 适用于本订单项下购买的产品的税款、费用和/或关税；但是，买方可退回的任何增值税以及任何国家和地方销售税、使用税、消费税和/或特许权税（如适用）不包含在供应商价格中，并且应单独列于供应商发票中。若法律规定供应商有义务缴纳增值税和/或类似税款，则供应商应根据适用规则向买方开具发票，以确保买方收回此类税款。若法律要求买方扣缴供应商负责缴纳的税款，则买方应从支付给供应商的款项中扣缴此类税款，并向供应商出具一份以供应商名称开具的有效税单。若供应商免于缴纳预扣税或有权享受降低的预扣税率，则供应商应在税款到期前至少三十 (30) 天向买方出具一份有效的税收居民证明或其他规定文件。尽管有任何相反规定，供应商应负责缴纳所有基于其不动产和个人财产、总进款、营业和开业许可的税费，以及环境税费，以及基于供应商总收入和/或净收入的税费。

2.1 Prices. All prices are firm and shall not be subject to change. Supplier's price includes all: (a) packaging, labeling (including date of manufacture and bar code labeling), insurance, storage, handling, interest and service charges, crating or cartage and any other expenses; (b) shipment charges if Supplier does not utilize Buyer's designated carrier; and (c) taxes, fees and/or duties applicable to the Products purchased under this Order; provided, however, that any value added tax that is recoverable by Buyer, and any state and local sales, use, excise and/or privilege taxes, if applicable, shall not be included in Supplier's price but shall be separately identified on Supplier's invoice. If Supplier is legally obligated to pay value added and/or similar tax, Supplier shall invoice Buyer in accordance with applicable rules to enable Buyer to reclaim such tax. If Buyer is legally required to withhold taxes for which Supplier is responsible, Buyer shall deduct such taxes from payment to Supplier and provide Supplier a valid tax receipt in Supplier's name. If Supplier is exempt from or eligible for a reduced rate of withholding tax, Supplier shall provide to Buyer a valid tax residency certificate or other required documentation at least thirty (30) days prior to payment being due. Notwithstanding anything to the contrary, Supplier is responsible for all taxes based upon its real and personal property, gross receipts, business and occupation, and environmental tax fees, as well as those taxes based on Supplier's gross and/or net income.

2.2 付款期限。**2.2 Payment Terms.**

(a) **标准期限。** 除非本订单正面另有说明或适用法律另有限制，否则普通净天数（“**净天数**”）应为从供应商处收到已验收产品和符合本订单条款的正确对应发票之日后一百二十 (120) 天。除非本订单正面另有说明，否则买方在本订单项下将支付的所有款项均以人民币支付。

(a) **Standard Terms.** Unless otherwise stated on the face of this Order or restricted by applicable Law, the ordinary net date (“**Net Date**”) shall be one hundred twenty (120) days after receiving from Supplier both the accepted Products and a correct corresponding invoice that complies with the terms of this Order. Unless otherwise stated on the face of this Order, all sums to be paid by Buyer under this Order will be in Chinese Yuan.

(b) **开票.** 若买方要求, 则应采用买方接受的格式以无纸化方式进行结算和开票。供应商发票必须: (i) 载有买方订单号、发货的货号、买方零件号和修订号、发票数量、计量单位、单价、发票总金额, 以及供应商名称、电话号码和汇款地址, 以及法律规定或买方要求的其他此类信息; 以及 (ii) 只能在根据本订单完成交货后开具, 但不得晚于买方收到产品和/或供应商完成服务后 120 天。若供应商发票未载明买方订单号、开具时间晚于前述规定时间或在其他方面不准确, 则买方有权拒收供应商发票。此类拒收不应授予供应商暂停履约的权利, 且由此产生的任何延迟付款或不付款的责任应由供应商承担。供应商保证, 其被授权收取以本订单所述货币支付的款项。不得加收任何种类的费用。买方可扣留全部或部分款项, 直至产品符合本订单要求。买方支付发票款项, 不构成其验收产品

(b) **Invoicing.** If requested by Buyer, settlement and invoicing shall be paperless and in a format acceptable to Buyer. Supplier’s invoice must: (i) bear Buyer’s Order number, the item number of such release, Buyer’s part number(s) and revision number(s), invoice quantity, unit of measure, unit price, total invoice amount, and Supplier’s name, phone number and address to which remittance should be sent, as well as such other information required by Law or Buyer; and (ii) be issued only after delivery in accordance with this Order has occurred, but not later than 120 days after Buyer’s receipt of the Products and/or Supplier’s completion of the services. Buyer shall be entitled to reject Supplier’s invoice if it fails to include Buyer’s Order number, is issued after the time set forth above or is otherwise inaccurate. Such rejection shall not entitle Supplier to suspend performance, and any resulting delay in payment or nonpayment shall be Supplier’s responsibility. Supplier warrants that it is authorized to receive payment in the currency stated in this Order. No extra charges of any kind shall be allowed. Buyer may withhold total or partial payment until the Products conform to the requirements of this Order. Buyer’s payment of an invoice shall not constitute its acceptance of the Products.

(c) **抵销.** 买方有权随时在本订单或任何其他订单中抵消供应商欠买方或其关联方 (定义见下文) 的任何和所有款项。就本订单而言, 相对于买方, “**关联方**”是指直接或通过一个或多个中间人间接控制买方、被买方控制或与买方处于共同控制的任何实体, 包括任何个人、法人团体、公司、合伙企业、有限责任公司或集团

(c) **Set Off.** Buyer shall be entitled at any time to set-off any and all amounts owed by Supplier to Buyer or an Affiliate (defined herein) on this or any other order. “**Affiliate**” for purposes of this Order shall mean, with respect to Buyer, any entity, including, any individual, corporation, company, partnership, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Buyer.

2.3 数量。

2.3 Quantities.

(a) **预测.** 买方可通过基于网络的门户网站, 向供应商发送预测和订单 (“**GESP**”)。预测以及产品交付周期和固定批量订购数量 (“**FLOQ**”), 可通过 **GESP** 的预测下载工具 (“**FDT**”) 或买方发出的其他此类通信进行沟通。尽管有任何相反规定, 所有产品采购预测均不对买方产生任何约束力。买方可自行决定随时修改任何产品采购预测。订单 (包括总括订单) 可通过 **GESP** 或买方发出的其他此类书面通信进行沟通。买方将提供有关 **GESP** (包括 **FDT**) 的初步使用培训。买方和供应商将以书面形式共同约定 **FLOQ** 和交付周期要求。除非本文另有约定, 否则买方将在 **FDT** 公布各产品的商定交付周期值与预测。供应商应每日访问 **GESP**, 以便: (i) 确定买方是否于当日签发任何新订单; (ii) 输入交付承诺日期, 以书面确认承接订单; 以及 (iii) 审核现有订单的任何变更, 并输入新的交付承诺日期, 以书面确认变更内容。供应商应在下列情形时访问 **GESP**: (a) 供应商做好发货准备时; 以及 (b) 以便处理预先发货通知及每批装运货物的条形码。供应商应通过 **GESP** 提交调整交付周期、最低订单数量或加权平均期限的请求。买方将应要求向供应商提供 **GESP** 的书面使用说明、信息与链接。

(a) **Forecasting.** Buyer may utilize a web-based portal through which Buyer will send forecasts and Orders to Supplier (the “**GESP**”). The forecasts, as well as Product lead time/s and fixed lot ordering quantities (“**FLOQ**”), may be communicated via the **GESP**’s forecast download tool (“**FDT**”) or such other Buyer-issued communications. Notwithstanding anything to the contrary, all Product purchase forecasts are not binding in any way on Buyer. Buyer may modify any Product purchase forecasts at any time in its sole discretion. Orders (including blanket releases) may be communicated via the **GESP** or such other written Buyer-issued communications. Buyer will provide initial training on the use of the **GESP**, including the **FDT**. Buyer and Supplier will mutually agree in writing on the **FLOQ** and lead time requirements. Except as agreed herein, agreed to lead time values for individual Products and the forecast will be posted by Buyer on the **FDT**. Supplier shall access the **GESP** on a daily basis in order to: (i) determine whether Buyer has issued any new Orders that day; and (ii) provide the written acknowledgement of Order receipt through entering a promise date for delivery; and (iii) review any changes to existing Orders and provide written acknowledgement of the change through entering a new promise date for delivery. Supplier shall access **GESP**: (a) when Supplier is ready to ship Product; and (b) to process an advanced shipping notice and bar code for every product shipment. Requests by Supplier to adjust lead time, minimum order quantity or average weighted terms should be submitted utilizing **GESP**. Buyer will provide written **GESP** instructions, information and links to Supplier upon request.

GESP 允许供应商获取买方使用的工具, 例如供应商注册和资料维护, 从而优化买方与其供应商之间的通信。**GESP** 还含有买方用来维护其供应商信息的主数据库。供应商应在 **GESP** 进行注册, 并确保在 **GESP** 输入完整、最新且准确的信息 (包括但不限于供应商的能力、合规认证状态、总部信息、工厂地址, 以及直接或间接参与任何产品相关活动的所有供应商工厂的工厂职能部门联系人, 前述相关活动包括但不限于产品的设计、生产、储存和/或供应)。供应商同意每年审核并更新供应商在 **GESP** 中输入的信息, 以保证信息的完整性和准确性, 并且在本订单期限内, 在供应商组织内部发生变化, 导致当时可在 **GESP** 上获取的供应商相关信息不再是最新、完整或准确的时, 根据需要及时予以更新。买方将应要求向供应商提供 **GESP** 的书面使用说明、信息与链接。

The GESP allows Supplier to access the tools used by Buyer, such as supplier registration and profile maintenance, that optimizes Buyer communications with its suppliers. The GESP also contains the primary database in which Buyer maintains its supplier information. Supplier will register with the GESP and ensure that complete, current, and accurate information (including, but not limited to, Supplier's capabilities, compliance certification status, headquarters information, facility addresses, and functional facility contacts for all Supplier facilities engaged directly or indirectly in any activities pertaining to any of the Products, including, but not limited to, the design, production, storage and/or supply thereof) is entered into the GESP. Supplier agrees to annually review and update Supplier's information on the GESP to assure completeness and accuracy, and promptly update as needed throughout the Term when changes occur within Supplier's organization that result in the then-current Supplier-related information accessible on the GESP no longer being current, complete, or accurate. Buyer will provide written GESP instructions, information and links to Supplier upon request.

(b) 一般规定。除买方可能在本订单或买方根据本订单而单独签发的书面放货单上指明的数量外, 买方没有义务购买任何数量的产品。供应商不得做出超过买方指定数量和/或早于为满足买方交货时间表而所需的时间的材料备货或生产安排。若供应商这样做, 则由此产生的任何后果应由供应商自行承担。超过买方指定数量和/或早于交付时间表交付给买方的产品, 可能会被退回供应商, 风险由供应商承担, 且供应商应负责承担买方产生的所有相关成本与支出。

(b) General. Buyer is not obligated to purchase any quantity of Products except for such quantity(ies) as may be specified by Buyer either on the Order or on a separate written release issued by Buyer pursuant to the Order. Supplier shall not make material commitments or production arrangements in excess of Buyer's specified quantities and/or in advance of the time necessary to meet Buyer's delivery schedule. Should Supplier do so, any resulting exposure shall be for Supplier's account. Products delivered to Buyer in excess of Buyer's specified quantities and/or in advance of schedule may be returned to Supplier at Supplier's risk, and Supplier shall be responsible for all related costs and expenses incurred by Buyer.

(c) 最后一次购买。若供应商或其次级供应商或分包商 (“分包商”) 计划在本订单之日起两 (2) 年内停止供应或生产本订单项下购买的任何产品和/或生产/提供本订单项下产品所需的任何产品, 或计划在下文第 2.3(d) 节详述的十年期限届满后停止供应或生产任何零件 (“停产产品”), 则供应商应提前十八 (18) 个月书面通知买方, 并使用买方的供应商变更请求程序, 以便买方可以向供应商发出此类停产产品的“最后一次”采购订单。前述规定不得视为买方放弃其根据合同、法律或衡平法所享有的任何权利或救济。

(c) Last Time Buy. If Supplier or its sub-tier suppliers or subcontractors (“Subcontractor(s)”) plan to cease supply or production of any Products purchased hereunder and/or necessary for the production/provision of Products hereunder within two (2) years from the date of this Order, or of any Parts after the ten-year period as detailed in Section 2.3(d) below, (“Discontinued Products”), then Supplier shall provide Buyer with eighteen (18) months advance written notice of such event and utilize Buyer's Supplier Change Request process so that Buyer may issue an Order(s) for a “last-time” buy from Supplier for such Discontinued Products. The foregoing shall not operate to waive any rights or remedies available to Buyer in contract, at law or in equity.

(d) 配件供应。就本节而言, 买方购买的产品更换零件、现场更换单元、备件以及模块均属“零件”, 并被视为本订单项下的“产品”。自买方在本订单项下购买最后一批产品后十五 (15) 年内或双方约定的更长期限内, 供应商应维持以下能力: (i) 维修产品及供应产品零件; (ii) 向买方及其客户提供此类维修服务 and 零件; 以及 (iii) 提供有效维护和维修产品所需的所有文件、零件、维修工具和仪器。若买方在此十五年期届满后每年至少订购十 (10) 个零件, 则供应商应在十五年期后继续供应此类零件。十五年期前两 (2) 年内购买的任何零件的价格, 不得超过产品停止生产时有效的价格, 且在此两年期限内, 供应商不得收取且买方无需支付任何安装费。之后, 双方应基于供应商生产此类零件的实际成本加上任何特殊包装成本, 协商零件价格。对零件不设最低订购要求。在此十年期限届满后, 供应商应继续确保生产零件所需的所有供应商工具保持良好的工作状态, 并且在未授予买方购买此类工具的优先购买权的情况下, 不得处置此类工具。

(d) Aftermarket Supply. Replacement parts, field replacement units, spares, and modules for Products purchased by Buyer are for the purpose of this Section defined as “Parts” and are considered “Products” under this Order. Supplier will maintain for fifteen (15) years from the last shipment of a Product purchased by Buyer under this Order, or such longer period agreed by the parties, the capability to: (i) repair, and supply Parts for, the Products; (ii) make such repair services and Parts available to Buyer and its customers; and (iii) furnish all Documentation, Parts, service tools, and instruments necessary to effectively service and repair the Products. Supplier shall continue to supply such Parts past the fifteen-year period if Buyer orders at least ten (10) Parts per year following such fifteen-year period. The price for any Part purchased in the first two (2) years of the fifteen-year period shall not exceed those prices in effect at the time production of the Product(s) ceases, and no set-up charges shall be permitted by Supplier or paid by Buyer during this two-year period. Thereafter, the price for the Parts shall be negotiated based on Supplier's actual cost of production of such Parts plus any special packaging costs. No minimum order requirements for Parts shall apply. After the end of the ten-year period, Supplier shall continue to maintain in good working condition all Supplier-owned tooling required to produce the Parts and shall not dispose of such tooling without offering Buyer the right of first refusal to purchase such tooling.

3. 交付和所有权转移。

3. DELIVERY AND TITLE PASSAGE.

3.1 交付。时间是本订单的核心要素。若供应商有任何理由认为无法按照订单要求交付或完成任何数量的产品, 和/或无法按计划装运货物, 则供应商同意立即书面通知买方。若未及时装运任何产品, 无法按照本订单中规定的日期和数量交付产品, 或者供应商未能如期交付所有产品及相关文件和/或完成服务, 则买方可: (i) 要求以最快方式交付, 费用由供应商承担; (ii) 将所述批次的全部或部分产品退还给供应商, 风险和费用由供应商承担 (包括所有货运费、仓储费、装卸费、船运费和运输费); (iii) 从第三方购买替代货物和服务, 并向供应商收取由此增加的成本差额 (若有); (iv) 指示供应商加快装运额外或替代产品, 加速装运费由供应商承担; 和/或 (v) 追偿因供应商未能如期履约而造成的所有损害。

3.1 Delivery. Time is of the essence of this Order. Supplier agrees to notify Buyer immediately in writing if Supplier has any reason to believe that any quantities of Products will not be delivered or completed as ordered, and/or any shipment will not be made as scheduled. If any shipment of Products is not made in time for delivery on the date and in the quantities set forth in this Order or Supplier fails to deliver all the Products and related Documentation and/or complete the services as scheduled, Buyer may: (i) require delivery by fastest method at Supplier's cost; (ii) return to Supplier some or all of the Products in said shipment at Supplier's risk and expense (including all freight, warehousing, handling, shipping, and transportation costs); (iii) purchase substitute goods and services from a third party and charge Supplier with the increased difference in cost thereof (if any); (iv) direct Supplier to make an expedited shipment of additional or replacement Products, with the cost of the expedited shipment to be paid by Supplier; and/or (v) recover all damages it incurs as a result of Supplier's failure to perform as scheduled.

3.2 运输和所有权转移。

3.2 Transportation & Title Transfer.

(a) 运输. 供应商应遵守买方通过 GESP 或其他书面形式向供应商传达的运输和线路指南。供应商提出的任何例外情形, 均必须事先取得买方的书面批准, 且每批货物应单独获得批准。除非买方另有书面规定, 否则供应商同意: (i) 在装运所有产品时使用买方指定的承运人 (如买方运输和线路指南所述), 以及 (ii) 此类指定承运人直接向买方收取运输费。除非事先取得买方书面授权, 否则买方不支付任何其他运输费用。若供应商在未取得买方事先书面授权的情况下, 采用某种方式或交由某个承运人运输产品, 或未能遵守买方的任何此类具体规定和其他要求, 则供应商应承担由此产生的所有费用, 包括所有运费、仓储费、装卸费、船运费和运输费。供应商将按最低允许估值进行铁路或卡车运输, 且不申报装运产品的价值。

(a) Transportation. Supplier will comply with Buyer's transportation and routing guidelines as communicated to Supplier via the GESP or as otherwise communicated by Buyer in writing. Any exceptions by Supplier must be approved in advance and in writing by Buyer on a per shipment basis. Unless otherwise specified by Buyer in writing, Supplier agrees: (i) to use Buyer's designated carrier (as identified in Buyer's transportation and routing guidelines) in the shipment of all Products, and (ii) such designated carrier will bill its transportation charges directly to Buyer. Buyer will not pay any other transportation charges, unless authorized by Buyer in advance and in writing. If Supplier ships Products by a method or carrier without Buyer's prior written authorization or fails to comply with any such Buyer specification and other requirements, Supplier will pay all costs pertaining thereto, including all freight, warehousing, handling, shipping, and transportation costs. Supplier will release rail or truck shipments at the lowest valuation permitted and will not declare value on Products shipped.

(b) 所有权转移. 根据相关《国际贸易术语解释通则》(Incoterm) 的规定, 产品所有权应在灭失风险从供应商转移至买方的同时, 从供应商转移至买方。尽管有前述规定, 若未使用买方指定的承运人或对于不适用《国际贸易术语解释通则》(Incoterm) 的订单, 则所有权和灭失风险应在产品交付至买方收货码头或买方指定其他交付地点时转移至买方。提前交付给买方的产品可退回供应商, 费用由供应商承担。在任何情况下, 买方均可指定运输合同以及确切交付地点。供应商装运的每批货物应附有一份装箱单, 载明订单号、买方产品标识和零件编号、装运数量、装运日期、原产国、产品重量以及相关法律和/或买方规定的其他此类信息。

(b) Title Passage. Title to the Products shall pass from Supplier to Buyer at the same point that risk of loss transfers from Supplier to Buyer per the applicable Incoterm. Notwithstanding the foregoing, if Buyer's designated carrier is not utilized or Incoterm is not applied in this Order, title and risk of loss will pass to Buyer when the Products are delivered to Buyer's receiving docks or other receiving places designated by Buyer. Products delivered to Buyer in advance of schedule may be returned to Supplier at Supplier's expense. Buyer may specify contract of carriage and named place of delivery in all cases. Each shipment made by Supplier will include a packing list containing the PO number, Buyer product identification and part number, quantity shipped, date of shipment, country of origin, product weight, and such other information required by applicable Law and/or Buyer.

3.3 不可抗力。

3.3 Force Majeure.

(a) 除非本订单第 3.3(b) 节另有规定, 否则若超出一方合理控制范围的事件或情形直接造成该方延迟或未能履行其在本订单项下承担的义务, 且该方对此没有过错或过失 (“不可抗力”), 则该方不承担此类延迟或未能履行的责任。不可抗力包括但不限于天灾、任何政府机关行为 (无论有效或无效)、火灾、洪水、风暴、爆炸、骚乱、自然灾害、战争、破坏、恐怖主义行为或法院禁令或命令。声称发生不可抗力的一方必须在不可抗力发生后十 (10) 日内向另一方书面通知此类延迟 (包括预期延迟时间)。在供应商延迟或未能履约期间, 买方可通过一个或多个替代来源获取替代件或更换件, 且在此种情况下, 需由供应商提供的产品数量可能会相应减少, 对此买方不承担任何责任。尽管有前述规定, 但 (i) 供应商应尽一切合理努力来减轻和扭转由此产生的不利影响, 且若所做出的此类努力已经减轻或扭转此类不利影响, 则不得根据本节规定延长交付日期, (ii) 若交付日期在不可抗力事件发生前到期, 且在原定交付日期到期时本可以合理进行此类交付, 则不得根据本节规定延长交付日期。若延迟超过三十 (30) 日, 或供应商无法充分确保延迟在三十 (30) 日内结束, 则买方可在发出书面通知后终止本订单, 且供应商应在终止后十 (10) 个工作日内向买方退还任何预付资金。

(a) Except as otherwise provided in Section 3.3(b) of this Order, any delay or failure of a party hereto to perform its obligations hereunder will be excused if and to the extent that it was directly caused by an event or occurrence beyond such party's reasonable control and without its fault or negligence (“Force Majeure”). Force Majeure includes, but is not limited to, acts of God, actions by any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, acts of terrorism, or court injunction or order. A party claiming Force Majeure must provide the other party with written notice of such delay (including the anticipated duration of the delay) within ten (10) days of the occurrence of Force Majeure. During the period of such delay or failure to perform by Supplier, Buyer may acquire substitute or replacement items from one or more alternative sources, and in such event, there may be a proportionate reduction of the quantity of Products required from Supplier and Buyer will not be liable in any way for such reductions. Notwithstanding the foregoing, (i) Supplier shall use all reasonable efforts to mitigate and ameliorate the adverse effects thereof, and the delivery date shall not be extended pursuant to this Section to the extent that such efforts, if made, would have mitigated or ameliorated such adverse effects, (ii) the delivery date shall not be extended pursuant to this Section to the extent that delivery was

due before the occurrence of the Force Majeure event and such delivery reasonably could have been performed when originally due. If the delay lasts more than thirty (30) days, or if Supplier does not provide adequate assurances that the delay will cease within thirty (30) days, Buyer may terminate this Order upon written notice and any funds pre-paid by Buyer will be refunded by Supplier within ten (10) business days of said termination.

(b) 尽管本订单有任何相反规定, 若供应商因下列原因而延迟或未能履行其在本订单项下的义务, 则供应商的责任不能被免除: (i) 供应商和/或其分包商的劳工问题, 例如但不限于停工、罢工和怠工, 或 (ii) 供应商和/或其分包商无法获得电力、材料、劳动力、设备或运输服务。本订单第 3.4(b) 节的前述第 (i) 和 (ii) 项不构成本订单所述的不可抗力。此外, 市场条件和/或波动 (包括但不限于供应商业务低迷) 不得视为不可抗力事件。在任何情况下, 供应商均无权在本订单项下因不可抗力事件而获得任何价格调整、补偿或任何其他财务救济。

(b) Notwithstanding anything in this Order to the contrary, no delay or failure of Supplier to perform its obligations hereunder will be excused if and to the extent that it is caused by: (i) labor problems of Supplier and/or its Subcontractors, such as, by way of example and not by way of limitation, lockouts, strikes, and slowdowns, or (ii) the inability of Supplier and/or its Subcontractors to obtain power, materials, labor, equipment, or transportation. Items (i) and (ii) above in this Section 3.3(b) of this Order do not constitute Force Majeure for purposes of this Order. In addition, market conditions and/or fluctuations (including, without limitation, a downturn of Supplier's business) shall not be deemed Force Majeure events. In no event shall Supplier be entitled to any price adjustment, compensation or other financial relief under this Order as a result of Force Majeure.

4. 包装和文件。

4. PACKAGING & DOCUMENTATION.

4.1 包装。供应商应自行承担费用, 负责: (i) 安全且适当地进行产品包装与贴标签; (ii) 遵守《全球包装要求》, 详见 <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> (“**全球包装要求**”), 供应商确认已阅读该要求, 以及 (iii) 遵守生产国、装运国、中转国和/或目的地国有关产品包装、标签和运输的所有法律和法规。除非买方另有书面同意, 否则买方不接受部分装运订购产品。供应商应在合理的情况下, 使用可回收及可重复使用的产品容器。

4.1 Packaging. Supplier is responsible, at its own expense, for: (i) the safe and suitable packaging and labeling of the Products; (ii) complying with the Global Packaging Requirements, located at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> (the “**Global Packaging Requirements**”), which Supplier acknowledges it has read, and (iii) complying with all applicable Laws relating to the packaging, labeling, and carriage of the Products in the countries of manufacture, shipment, transit, and/or destination. Unless Buyer otherwise agrees in writing, Buyer will not accept partial shipments of Products ordered. Supplier shall utilize returnable and reusable product containers where justified.

4.2 文件。在适用情况下, 供应商应立即向买方免费提供所有文件的一整套可复制原版拷贝件。这些文件 (包括其所有原版拷贝件) 应采用买方可接受的格式和语言提供。若产品发生任何变化, 需要更改文件, 则供应商应立即向买方告知更改情况, 并免费向买方提供一份修订后文件的可复制原版拷贝件。所有此类修订后的原版拷贝件应遵守上述格式和语言要求。买方可在向供应商发出书面通知后, 修改文件格式和语言要求。“文件”是指所有产品相关信息, 包括用户手册、图纸、图表、设计记录档案、标签、功能描述、产品描述、使用说明、操作员辅助文件、宣传材料、视频和备件清单, 以及使用、安装、生产、操作、维护和维修产品所需的有关操作原理、维修故障排除诊断、测试协议和说明的所有文件。“文件”一词还包括供应商创建或提供的前述任何文件的所有修订版本。

4.2 Documentation. Where applicable, Supplier will promptly deliver to Buyer at no additional charge a complete set of reproducible master copies of all Documentation. The Documentation, including all master copies thereof, will be provided in a format and language acceptable to Buyer. If any change in a Product requires a change in the Documentation, Supplier will promptly notify Buyer of the change, and provide at no charge to Buyer a reproducible master copy of the revised Documentation without charge. All such revised master copies will comply with the formatting and language requirements specified above. Buyer may modify the Documentation formatting and language requirements upon written notice to Supplier. “**Documentation**” means all Product-related information, including user manuals, drawings, schematics, design history files, labels, functional descriptions, Products descriptions, instructions, operator aids, promotion material, videos, and spare part lists, as well as all documentation pertaining to theories of operation, service troubleshooting diagnostics, testing protocols, and instructions necessary for the use, installation, manufacture, operation, maintenance, and repair of the Products. The term “Documentation” also includes all revised versions of any of the foregoing that are created or provided by Supplier.

5. 变更。

5. CHANGES.

5.1 买方变更。买方可在本订单的范围内随时对下列一项或多项内容进行变更: (a) 图纸、设计或规格; (b) 装运或包装方式; (c) 交付地点和时间; (d) 买方提供的财产的金额; (e) 质量; (f) 数量; 或 (g) 产品的范围或计划表。买方书面提供此类变更前, 供应商不得实施任何变更。若任何变更导致本订单项下任何工作的成本或时间增加或减少, 则应视情况以书面形式对价格和/或交付时间做出合理调整。若在收到变更或中止通知起 10 日内, 供应商未就此类调整提出索赔, 则视为供应商放弃索赔, 且此类索赔仅可包含因变更而直接导致的必然发生的合理的直接成本。

5.1 Buyer Changes. Buyer may at any time make changes within the scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) method of shipment or packing; (c) place and time of delivery; (d) amount of Buyer's furnished property; (e) quality; (f) quantity; or (g) scope or schedule of Products. Supplier shall not proceed to implement any change until such change is provided in writing by Buyer. If any changes cause an increase or decrease in the cost or schedule of any work under this Order, an equitable adjustment shall be made in writing to the price and/or delivery schedule as applicable. Any Supplier claim for such adjustment shall be deemed waived unless asserted within 10 days from

Supplier's receipt of the change or suspension notification and may only include reasonable, direct costs that shall necessarily be incurred as a direct result of the change.

5.2 **供应商变更**。供方拟议的可能影响产品形状、适配性、功能、可靠性、适用性、性能、获批零件质量计划、功能互换性、监管合规性、安全性、选项或备件互换性或接口能力的变更, 包括材料、工艺或软件变更, 必须通过买方的变更通知系统提交, 并附上书面变更通知, 以便事先获得买方书面批准。这可能包括材料和部件来源变更、产品停产、制造工艺变更、测试程序变更、制造场所变更、设备搬迁或更换, 以及分包商预期的任何类似变更。未经买方书面批准, 不得进行任何此类变更, 且在收到买方对变更的书面批准前, 供应商不得向买方交付受任何此类变更影响的产品。供应商应负责获取、完成并提交涉及任何和所有变更的适当文件, 包括遵守买方发布的任何书面变更程序。供应商应通过 GESP 提交调整交付周期、最低订单数量或平均运输周数的拟议变更。

5.2 **Supplier Changes**. Changes proposed by Supplier, including material, process, or software changes, which may affect form, fit, function, reliability, serviceability, performance, approved part quality plans, functional interchangeability, regulatory compliance, safety, options or spare parts interchangeability or interface capability of a Product must be submitted utilizing Buyer's change notice system along with a written change notice, for Buyer's prior written approval. This may include changes in sources of material and components, product discontinuation, changes in manufacturing processes, test procedures, manufacturing locations, relocation or replacement of equipment and any similar changes that are anticipated by Subcontractors. No such change shall occur until Buyer has approved the change in writing, and Products affected by any such changes shall not be delivered to Buyer until Supplier has received written approval for the changes from Buyer. Supplier shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer. Changes proposed by Supplier to adjust lead time, minimum order quantity or average weeks to transport should be submitted utilizing the GESP.

5.3 **转移生产设施**。供应商只能在买方已书面批准并认定合格的供应商生产设施处生产产品。若供应商希望转移产品的生产设施, 则供应商应至少提前十八 (18) 个月书面通知买方, 之后买方将启动对供应商拟议生产场地的资质审查工作。供应商应全权承担将产品转移至其他生产设施所产生的所有合理、有凭证的现付成本。这些成本应包括: (i) 买方审查拟议生产场地资质的差旅费和时间成本, (ii) 买方进行生产验证和确认的费用 (包括与材料鉴定相关的一次性工程费用); 以及 (iii) 与此类转移相关的所有买方财产转移费用。

5.3 **Transfer of Manufacturing Facility**. Supplier shall manufacture the Products only at the Supplier manufacturing facility that has been approved and qualified by Buyer in writing. In the event Supplier desires to transfer the manufacturing facility for the Products, Supplier shall provide not less than eighteen (18) months advance written notice to Buyer, and Buyer will thereafter undertake the process of qualifying the Supplier's proposed manufacturing site. Supplier will bear sole responsibility for funding all reasonable, documented and out of pocket costs associated with the transfer of Products to a different manufacturing facility. These costs shall include: (i) Buyer's travel and time to qualify the proposed manufacturing site, (ii) Buyer manufacturing verification and validation (including non-recurring engineering costs (NRE) tied to qualification of materials); and (iii) all Buyer's Property transfer costs associated with such transfer.

5.4 **中止**。买方可随时在向供应商发出通知后在其认为适当的时间内中止本订单项下全部或部分工作的履行。收到中止通知后, 供应商应立即按照指示中止工作, 并妥善照看和保护一切半成品以及供应商现有的履约所需的材料、易耗品和设备。根据买方的要求, 供应商应立即将尚未履行完毕的采购订单以及工作所需的材料、设备和/或服务分包合同的副本交给买方, 并根据买方可能发出的指示, 对此类订购订单和分包合同采取相应措施。买方可发出载明取消生效日期和范围的书面通知, 随时取消中止全部或部分已中止的工作。供应商应自指定的取消生效日期起, 继续认真履约。若中止导致履行任何工作所需的成本或时间增加或减少, 则应根据上述第 5.1 节的规定提起索赔并遵守上述第 5.1 节。

5.4 **Suspension**. Buyer may at any time, by notice to Supplier, suspend performance of all or any part of the work under this Order for such time as it deems appropriate. Upon receiving notice of suspension, Supplier shall promptly suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies and equipment Supplier has on hand for performance. Upon Buyer's request, Supplier shall promptly deliver to Buyer copies of outstanding purchase orders and subcontracts for materials, equipment and/or services for the work and take such action relative to such purchase orders and subcontracts as Buyer may direct. Buyer may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Supplier shall resume diligent performance on the specified effective date of withdrawal. All claims for increase or decrease in the cost of or the time required for the performance of any work caused by suspension shall be pursued pursuant to, and consistent with, Section 5.1 above.

6. 检查/测试和质量。

6. INSPECTION/TESTING AND QUALITY.

6.1 **检查/测试**。为评估供应商工作质量和/或遵守本订单的情况, 在收到买方合理通知后, 所有 (a) 与本订单项下采购的产品相关的货物、材料和服务, 包括原材料、部件、组件、半成品、工具和最终产品, 均应在所有地点接受买方、其客户、代表或监管机构的检查与测试, 包括在产品生产地或存放地或服务履行地, 无论是在供应场所还是其他地方; 以及 (b) 与本订单相关的供应商设施、账簿和记录应接受买方或其指定人员的检查和审核。此外, 若作为 CE 标志医疗器械制造商的买方指定供应商作为关键供应商, 则供应商应根据监管机构的要求, 在没有事先通知的情况下接受第三方审核机构的检查。若在供应商或其分包场所进行任何检查、测试、审核或类似监督活动, 则供应商应在不收取额外费用的情况下: (i) 向检查人员提供一切合理的便利与协助, 以保证检查人员的安全和方便; 以及 (ii) 在检查人员身处此类场所时, 采取一切合理的预防措施并实施适当的安全程序, 以保证检查人员的安全, 包括在检查人员出于安全疑虑提出要求时, 立即停止所有活动。若某检查人员认为, 检查人员在此类场所的安全或健康可能受到当地条件的威胁, 则买方或其指定人员、关联方和/或其各自的相关客户可从此类场所撤离部分或全部人员, 且对于由此给供应商或其分包商造成的任何影响, 买方概不承担任何责任。供应商同意配合此类审核和检查, 包括填写并提交调查问卷, 以及安排掌握相关知识的代表陪同。买方检查或未能检查或拒绝收货或未能通过检查发现缺陷, 不得免除供应商在本订单项下的责任, 亦不会对买方施加责任。

6.1 Inspection/Testing. In order to assess Supplier's work quality and/or compliance with this Order, upon reasonable notice by Buyer all: (a) goods, materials and services related to the Products purchased hereunder, including, raw materials, components, assemblies, work in process, tools and end products shall be subject to inspection and test by Buyer, its customer, representative or regulatory authorities at all places, including sites where the Products are made or located or the services are performed, whether at Supplier's premises or elsewhere; and (b) of Supplier's facilities, books and records relating to this Order shall be subject to inspection and audit by Buyer or its designee. In addition, if Buyer, as the manufacturer of CE-marked medical devices designates Supplier as a critical supplier, the Supplier shall be subject to inspection without prior notice by third party auditors as required by regulatory authorities. If any inspection, test, audit or similar oversight activity is made on Supplier's or its Subcontractors' premises, Supplier shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the inspectors and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of the inspectors while they are present on such premises, including, where requested by an inspector for safety-related concerns, stopping all activities immediately. If, in the opinion of an inspector, the safety, health or security of the inspectors on such premises may be imperiled by local conditions, Buyer or its designee, its Affiliates and/or its or their relevant customers may remove some or all of their personnel from the premises, and Buyer shall have no responsibility for any resulting impact on Supplier or its Subcontractors. Supplier agrees to cooperate with such audit and inspection, including completing and returning questionnaires and making available its knowledgeable representatives. Buyer's inspection or failure to inspect or reject or detect defects by inspection shall not relieve Supplier from its responsibilities under this Order nor impose liabilities on Buyer.

6.2 质量.

6.2 Quality.

(a) 质量要求. 在买方提出要求时, 供应商应立即按买方要求的形式和方式, 提交实时生产和过程数据 (“质量数据”)。供应商应针对本订单项下提供的产品, 提供并维护一个检查、测试和过程控制系统 (“供应商质量系统”)。供应商质量系统应获得买方及其客户接受, 并符合 ISO 或类似标准、适用监管要求、买方质量政策、本订单所载质量要求和/或双方另行书面约定的其他质量要求的, 在适用情况下包括双方单独签署并通过引用方式纳入本订单的供应商质量要求文件 (统称为“质量要求”)。买方接受供应商质量系统, 不改变供应商在本订单项下承担的义务和/或责任, 包括供应商承担的有关其分包商的义务。若供应商质量系统未能符合本订单条款, 则买方可要求供应商采取符合买方质量要求所需的额外质量保证措施, 相关费用由供应商承担。此类措施可能包括买方要求供应商在供应商设施安排经买方批准的第三方质量审核员/检查员, 以解决供应商质量系统中的缺陷, 或买方质量要求中可能规定的或双方另行书面约定的其他措施或要求。供应商应保存与供应商质量系统相关的完整记录, 包括所有测试和检查数据, 且应向买方及其客户提供此类记录, 保存期限以下列各项中的较长者为: (a) 产品寿命加七 (7) 年; (b) 适用于本订单的规范中规定的期限; (c) 质量要求中规定的期限; 或 (d) 适用法律要求的期限。若供应商不是产品的制造商, 则供应商应在合格证书/验收数据记录中证明产品可以追溯至原始设备制造商。若供应商不能证明产品的可追溯性, 则在未获得买方书面同意的情况下, 供应商不得向买方装运此类产品。买方对图纸的任何审查或批准, 均出于方便供应商之目的, 不免除供应商满足本订单所有要求的责任。

(a) Quality Requirements. When requested by Buyer, Supplier shall promptly submit real-time production and process data (“Quality Data”) in the form and manner requested by Buyer. Supplier shall provide and maintain an inspection, testing and process control system (“Supplier's Quality System”) covering the Products provided hereunder that is acceptable to Buyer and its customer and complies with ISO or a comparable standard, applicable regulatory requirements, Buyer's quality policy, quality requirements in this Order and/or other quality requirements that are otherwise agreed to in writing by the parties, including, if applicable, the Supplier Quality Requirements document separately executed by the parties and incorporated herein by reference (collectively, “Quality Requirements”). Acceptance of Supplier's Quality System by Buyer does not alter Supplier's obligations and/or liability under this Order, including Supplier's obligations regarding its Subcontractors. If Supplier's Quality System fails to comply with the terms of this Order, Buyer may require additional quality assurance measures at Supplier's expense necessary to meet Buyer's Quality Requirements. Such measures may include Buyer requiring Supplier to install Buyer approved third party quality auditor(s)/inspector(s) at Supplier's facility(ies) to address the deficiencies in Supplier's Quality System or other measures or requirements that may be specified in Buyer's Quality Requirements or otherwise agreed upon by the parties in writing. Supplier shall keep complete records relating to Supplier's Quality System, including all testing and inspection data and shall make such records available to Buyer and its customer for the longer of: (a) the life of the Products plus seven (7) years; (b) such period as set forth in the specifications applicable to this Order; (c) such period set forth in the Quality Requirements; or (d) such period as required by applicable Law. If Supplier is not the manufacturer of the Products, Supplier shall certify the traceability of the Products to the original equipment manufacturer on the Certificate of Conformance/Acceptance Data Record. If Supplier cannot certify traceability of the Products, Supplier shall not ship such Products to Buyer without obtaining Buyer's written consent. Any review or approval of drawings by Buyer shall be for Supplier's convenience and shall not relieve Supplier of its responsibility to meet all requirements of this Order.

(b) 产品召回. 若 GE 判定, 本订单项下购买的产品或含有本订单项下购买的产品的买方产品, 因供应商应承担责任的缺陷、不合格项或不合规项而发生召回、现场改造、纠正或拆除 (“现场行动”), 则对于买方产生的与任何现场行动相关的所有合理费用和开支, 供应商应向买方做出赔偿并使其免受损害, 包括与下列各项相关的费用: (i) 调查和/或检查受影响产品; (ii) 通知买方客户; (iii) 维修或 (在产品维修不可行或不可能的情况下) 重购或更换被召回的产品; (iv) 打包和装运被召回的产品; (v) 重新安装维修后的产品和/或安装重购或更换的产品; 以及 (vi) 通知媒体。各方在向公众或政府机构发布任何涉及此类现场行动或潜在安全隐患的声明前, 应与另一方协商, 但此类协商会妨碍根据法律要求及时发出通知的情况除外。

(b) Product Recall. If GE determines that a recall, field modification, correction or removal (“Field Action”) involving a Product purchased under this Order or a Buyer product incorporating a Product purchased under this Order was caused by a defect, non-conformance or non-compliance which is the responsibility of Supplier, Supplier shall indemnify and hold harmless Buyer from all Buyer's reasonable costs and expenses incurred in connection with any Field Action, including all costs related to: (i) investigating and/or inspecting the affected Products; (ii) notifying Buyer's customers; (iii) repairing, or where repair of the Products is impracticable or impossible, repurchasing or replacing the recalled Products; (iv) packing

and shipping the recalled Products; (v) reinstalling repaired Products and/or installing repurchased or replaced Products; and (vi) media notification. Each party shall consult the other before making any statements to the public or a governmental agency relating to such Field Action or potential safety hazards, except where such consultation would prevent timely notification required by Law.

(c) 产品疑虑。供应商应确保在交付产品和/或履行服务前, 买方将以书面形式收到供应商掌握或合理获取的涉及任何产品运输、处理或使用和/或任何服务履行中已知或被认为存在的任何潜在危害 (“产品疑虑”) 的所有信息。若在产品交付或服务开始后的任何时间, 供应商获悉任何产品疑虑, 则供应商应立即: (i) 书面通知买方; 以及 (ii) 提供买方可能要求的此类额外信息和文件。

(c) Product Concerns. Supplier will ensure that all information held by or reasonably available to it regarding any potential hazards known or believed to exist in the transport, handling, or use of any Products and/or performance of any services (“Product Concerns”) will be received by Buyer in writing prior to delivery of the Products and/or performance of the services. In the event Supplier becomes aware of any Product Concerns any time after the delivery of Products or commencement of services, Supplier will immediately: (i) notify Buyer in writing; and (ii) provide such additional information and Documentation as Buyer may require.

7. 验收/拒收。

7. ACCEPTANCE/REJECTION.

7.1 若在交付后三十 (30) 日内 (“检查期”), 根据本订单提供的任何产品被发现存在缺陷或不符合本订单要求, 包括任何适用的质量要求和规范, 则无论此类缺陷或不符合项是否与供应商或其直接或间接分包商提供的范围相关, 买方除根据法律、合同和/或衡平法而可能享有的任何其他权利、救济和选择外, 还可自行决定: (a) 要求供应商自行承担费用, 立即重新履行存在缺陷的服务部分, 和/或要求供应商立即维修不符合要求的产品, 或以符合本订单所有要求的产品来更换此类不符合要求的产品; (b) 采取可能必要的措施, 纠正全部缺陷和/或使产品符合本订单全部要求, 在这种情况下所有相关费用和开支 (包括材料、劳务和搬运费用以及任何需要重新执行的增值加工或其他服务费用) 以及其他合理收费均应由供应商承担; (c) 拒收和/或退回全部或部分此类产品, 相关风险和费用由供应商承担; (d) 扣留全部或部分货款; 和/或 (e) 废除本订单, 且不承担任何责任。买方还可自行决定进行合理的产品采样, 并基于此拒收整个订单。对于维修或更换的产品, 供应商应自行承担费用, 开展买方要求的任何测试, 以验证此类产品是否符合本订单。买方在检查期之前或检查期届满之后全额或部分支付本订单项下产品的货款, 不: (i) 构成买方接受此类产品; (ii) 影响供应商在本订单项下的责任、保证或陈述, 包括对任何不符合产品的责任、保证或陈述; 或 (iii) 视为放弃买方根据法律或衡平法享有的任何权利或救济。

7.1 If any of the Products furnished pursuant to this Order are found within thirty (30) days after delivery (the “Inspection Period”) to be defective or otherwise not in conformity with the requirements of this Order, including any applicable Quality Requirements and specifications, whether such defect or non-conformity relates to scope provided by Supplier or a direct or indirect Subcontractor, then Buyer, in addition to any other rights, remedies and choices it may have by Law, contract and/or at equity, at its option and sole discretion, may: (a) require Supplier, at its expense, to immediately re-perform any defective portion of the services and/or require Supplier to immediately repair or replace non-conforming Products with Products that conform to all requirements of this Order; (b) take such actions as may be required to cure all defects and/or bring the Products into conformity with all requirements of this Order, in which event all related costs and expenses (including material, labor and handling costs and any required re-performance of value added machining or other service) and other reasonable charges shall be for Supplier’s account; (c) reject and/or return at Supplier’s risk and expense all or any portion of such Products; (d) withhold total or partial payment; and/or (e) rescind this Order without liability. Buyer may also reject any entire Order based upon a reasonable sampling of Products as determined solely by Buyer. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order. Partial or total payment by Buyer for Products under this Order prior to, or after the conclusion of, the Inspection Period will not: (i) constitute its acceptance thereof; (ii) affect Supplier’s responsibilities, warranties, or representations under this Order, including those pertaining to any nonconforming Products; or (iii) operate to waive any rights or remedies available to Buyer at Law or in equity.

7.2 供应商应负责承担买方因任何不符合产品而产生的任何和所有费用与开支, 无论买方是否拒收此类产品。买方向供应商逐项列出此类费用和开支, 包括缺陷材料成本、相当于不符合产品价格百分之十五 (15%) 的手续费、运输费用、附带材料和人工成本、分拣和返工费用、不符合产品直接造成的停产损失 (包括延迟交货) 以及给买方造成损失的任何其他实际成本。

7.2 Supplier shall be liable for any and all costs and expenses incurred by Buyer as a result of any non-conforming Products, whether or not Buyer rejects such Products. Buyer will itemize such costs and expenses to Supplier, which may include cost of defective materials, a handling charge equal to fifteen percent (15%) of the price of the non-conforming Products, transportation charges, incidental material and labor costs, sorting and rework expenses, lost production starts directly caused by the non-conforming Products (including late delivery), and any other actual costs creating a loss to Buyer.

8. 保证。

8. WARRANTIES.

8.1 供应商保证, 根据本订单提供的所有产品, 无论是由供应商还是任何分包商提供: (a) 不存在任何索赔、留置、担保权益或权利负担 (但买方引起的留置除外); (b) 均为全新未使用产品, 具备适销品质, 非由翻新材料改造或制造; (c) 在所有权、工艺和材料方面无任何缺陷, 无论是隐藏缺陷还是其他缺陷; (d) 在设计方面无任何缺陷, 且若供应商知道 (或有理由知道) 买方或其客户对产品的预期特定用途, 则适用于该预期特定用途; (e) 产品的制造和提供严格遵守买方批准或采用的所有规格、样品、图纸、设计、描述、说明、方案、最终用户文件、其他文件以及其他要求; (f) 由供应商或其批准分包商在供应商的指导下制造、加工和组装; (g) 可安全用于预期用途, 无毒, 且不会对人类或其环境造成异常危害; (h) 符合所有质量要求; (i) 已收到所需的所有相关监管证书; 且 (j) (以及产品的使用和/或分销) 在未取得第三方事先书面同意的情况下, 不会侵犯或盗用此类第三方的任何专利、版权、商业秘密、商标或其他知识产权。

8.1 Supplier warrants that all Products provided pursuant to this Order, whether provided by Supplier or any Subcontractor: (a) are free of all claims, liens, security interests, or encumbrances (other than liens arising through Buyer); (b) are of new and merchantable quality, not used, rebuilt or made of refurbished material; (c) are free from all defects in title, workmanship and material, whether latent or otherwise; (d) are free from all defects in design and, if Supplier knows (or has reason to know) of a particular purpose for which Buyer or its customers intend to use the Products, are fit for the particular purpose for which they are intended; (e) are manufactured and provided in strict accordance with all specifications, samples, drawings, designs, descriptions, instructions, plans, end-user documentation, other Documentation and other requirements approved or adopted by Buyer; (f) are manufactured, processed and assembled by Supplier or its approved Subcontractors under Supplier's direction; (g) are safe for their intended use, non-toxic, and present no abnormal hazards to persons or their environment; (h) comply with all Quality Requirements; (i) have received all applicable regulatory certifications as required; and (j) (as well as the use and/or distribution of the Products) do not infringe or misappropriate any patent, copyright, trade secret, trademark, or other intellectual property right of any third party without such parties' prior written consent.

8.2 供应商承诺, 根据本订单提供的所有服务, 无论是由供应商还是任何分包商提供: (a) 应及时、专业、精湛地履行; (b) 应严格遵守买方的所有要求、规格、图纸、方案、说明、最终用户文件、其他文件、样品及其他描述; 以及 (c) 不得侵犯或以其他方式违反或盗用任何第三方的任何专利、版权、商业秘密、商标或其他知识产权。

8.2 Supplier Covenants that all services provided pursuant to this Order, whether provided by Supplier or any Subcontractor shall: (a) be performed in a timely, professional, and workman-like manner; (b) conform strictly to all of Buyer's requirements, specifications, drawings, plans, instructions, end-user documentation, other Documentation, samples, and other descriptions; and (c) not infringe or otherwise violate or misappropriate any patent, copyright, trade secret, trademark, or other intellectual property right of any third party.

8.3 前述第 8.1(c) 节和第 8.1(e) 节规定的保证延伸至将来提供的产品, 且适用期限为买方根据上文第 7 节规定接受产品之日起二十四 (24) 个月, 并且对于保证期超过二十四 (24) 个月的第三方部件, 适用期限可能更长。本订单规定的供应商的所有其他保证将永久有效。本订单规定的保证: (a) 在买方、其分销商、次级分销商、渠道合作伙伴、次级被许可人和客户检查、接受及使用产品后继续有效; (b) 是为了保障买方及其继承人、受让人、分销商、次级分销商、渠道合作伙伴和客户的利益; 且 (c) 是对买方可能另行书面同意或法律规定的任何保证、权利和/或救济的补充。

8.3 The warranties set forth in Sections 8.1(c) and 8.1(e) above shall extend to future performance of the Products and apply for a period of twenty-four (24) months from Buyer's acceptance in accordance with Section 7 above and may be longer for warranties pertaining to third party components that extend beyond twenty-four (24) months. All other warranties of Supplier set forth in this Order will survive in perpetuity. The warranties set forth herein: (a) survive the inspection, acceptance, and use of the Products by Buyer, its distributors, sub-distributors, channel partners, sub-licensees, and customers; (b) are for the benefit of Buyer and its successors, assigns, distributors, sub-distributors, channel partners, and customers; and (c) are in addition to any warranties, rights, and/or remedies to which Buyer may otherwise agree to in writing or which are provided by Law.

8.4 买方可通过供应商退货程序, 向供应商退回任何不符合本订单所载陈述和保证的产品, 或要求重新履行不符合本订单所载陈述和保证的服务 (“**不符合产品**”), 前提是供应商在保证期内书面要求买方使用此类退货程序。退回至供应商设施的不符合产品应由供应商预付所有运输、保险和搬运费 (包括将货物返回至买方或其客户的运费)。根据买方要求, 供应商应提供发货账号, 以便买方向供应商装运所有不符合产品以及从供应商接收维修或更换产品, 或者买方可自行决定, 通过自身承运人装运不符合产品, 并收取每件不符合产品购买价 7% 的手续费。在不符合产品交付给承运人时, 不符合产品的灭失风险即转移至供应商。供应商应自行承担费用: (i) 按照买方的选择, 更换或维修不符合产品, 使之符合所有陈述和保证 (包括所有质量要求和规格), 以及 (ii) 在供应商收到不符合产品后五 (5) 日内, 将更换或维修产品交付至买方书面指定的地址和实体; 但是, 若买方在产品安装后七 (7) 日内发出符合通知, 则供应商应以换代修, 更换不符合产品。若交付维修或更换产品的时间超过此五日期限, 则供应商应在此五日期限届满前立即书面通知买方。若供应商未能在三十 (30) 日内维修并返还产品, 则供应商应 (按照买方的书面指示) 根据下文第 8.5 节, 向买方全额退款。任何维修或更换的产品或其组成部分, 或重新提供的服务, 均应带有与上文规定条款相同的保证。对于维修或更换的产品, 供应商应自行承担费用, 开展买方要求的任何测试, 以验证此类产品是否符合本订单。

8.4 Buyer may return or have returned to Supplier any Products, or require the re-performance of any services, that do not conform to the representations and warranties set forth in this Order (“**Nonconforming Product(s)**”) by using Supplier's return process, provided Supplier requests such return process in writing to Buyer within the warranty period. Nonconforming Products returned to Supplier's facility shall have all transportation, insurance, and handling charges (including return shipment to Buyer or its customer) prepaid by Supplier. At Buyer's request, Supplier will provide its shipping account number for shipping/receiving all Nonconforming Products and repaired or replacement Products to/from Supplier or, at Buyer's discretion, Buyer may ship the Nonconforming Products using its carrier and assess a handling fee of 7% of the purchase price of each Nonconforming Product. Risk of loss for Nonconforming Products will pass to Supplier when the Nonconforming Product is delivered to the carrier. Supplier will at its cost: (i) at Buyer's sole discretion, either replace or repair, at Buyer's sole discretion, the Nonconforming Product to bring it in conformity with all representations and warranties (including all Quality Requirements and specifications), and (ii) deliver the replacement or repaired Product to the address and entity specified by Buyer in writing within five (5) days after Supplier's receipt of the Nonconforming Product; provided, however, that Supplier will replace the Nonconforming Product, in lieu of repair, if Buyer provides notice of the non-conformity within seven (7) days of Product installation. If it will take longer than such five-day period to deliver the repaired or replacement Product, Supplier will promptly notify Buyer of such circumstance in writing prior to the lapse of said five-day period. If Supplier is unable to repair and return the Product within thirty (30) days, Supplier will (at Buyer's written direction) provide Buyer a complete refund in accordance with Section 8.5 below. Any repaired or replaced Product, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order.

8.5 除上文第 8.4 节所述的救济外, 供应商还应及时向买方补偿与更换不符合产品相关的所有费用和开支, 包括与所有现场工程师 (FE) 劳务费和材料成本 (劳务 + 差旅) 相关的费用。供应商应在收到任何退款、费用和开支的发票后三十 (30) 日内, 通过电汇转账或支票方式支付发票款项。买方可随时自行决定, 使用本订单项下到期应付款项来抵扣或抵消买方在本订单项下或在其他方面欠供应商的任何款项。供应商应向买方提供买方可能需要的支持, 以便确定现场发现的任何产品问题的根本原因, 和/或按照买方要求定期提供产品相关维修作业的 MTBF (平均故障间隔时间) 数据。

8.5 In addition to the remedies noted in Section 8.4 above, Supplier will also promptly reimburse Buyer for all costs and expenses associated with replacements of Nonconforming Products, including those costs associated with all Field Engineer (FE) labor and material costs (labor + travel). Supplier will pay such Buyer invoices for any refund, costs and expenses by wire transfer or check within thirty (30) days of Supplier receiving such invoice. Buyer may instead elect, at its sole discretion and at any time, to use the amount(s) that would otherwise be due hereunder as a credit or set-off that Buyer may use on any amount(s) owed to Supplier under this Order or otherwise. Supplier shall provide Buyer such support as Buyer may require in order to determine root causes related to any Product issues found in the field and/or provide MTBF (Mean Time Between Failures) data for Product-related repairs as requested by Buyer periodically.

8.6 数据擦除要求。在买方或任何第三方重新发放或重新使用不符合产品前, 供应商应安全擦除不符合产品的电子或磁性介质 (包括但不限于硬盘、闪存存储设备例如 ATA 固态硬盘、SCSI SSD、USB 可移动介质、存储卡以及主板和设备上的嵌入式闪存), 防止可能存储在退回至供应商的不符合产品中的数据遭受未经授权的披露。本节项下要求的安全擦除应遵照美国国家标准与技术研究院《存储介质清理指南》, 通过执行“00”或“11”十六进制单遍覆盖来完成。完成此项安全擦除后, 供应商应确认使用标准软件方法无法恢复任何可用数据, 并记录在案。

8.6 Data Wiping Requirements. Supplier shall prevent the unauthorized disclosure of data that may reside in any Nonconforming Product returned to Supplier by conducting a secure wipe of the Nonconforming Product's electronic or magnetic media (including, but not limited to, hard drives, flash-based storage devices such as ATA solid state drives, SCSI SSDs, USB removable media, memory cards, and embedded flash on boards and devices) prior to reissue or reuse of the Nonconforming Product by Buyer or any third party. The secure wipe required hereunder shall be accomplished by completing a single pass overwrite of a “00” or “11” hex, consistent with the National Institute of Standards and Technology Guidelines for Media Sanitation. Subsequent to completion of this secure wipe, Supplier shall confirm and document that no usable data is recoverable using standard software methods.

8.7 供应商同意向买方及其客户提供其从供应商分包商处获得的任何额外保证。对于直接或间接向供应商任何分包商购买的所有材料、子部件以及由供应商任何分包商直接或间接提供的服务, 供应商应对买方负责。供应商应尽商业上合理的努力, 向其分包商传达本 GE Healthcare 标准采购条款, 或至少应在此保证并声明, 其与分包商订立的所有合同均含有符合且严格程度不低于本订单规定的条款, 包括保证和赔偿条款。供应商应代表自身并出于买方利益来执行这些条款; 若供应商未能执行与此类供应商订立的条款, 则买方特此被视为供应商与此类供应商订立的合同的第三方受益人, 并被特此授予代替供应商执行此类条款的权利, 费用由供应商承担。尽管有前述规定, 双方明确同意, 因供应商分包商的保证、赔偿和/或救济存在不足而产生的所有风险应由供应商承担, 且此类风险不应限制供应商在本协议项下对买方承担的保证义务或责任。

8.7 Supplier agrees to extend to Buyer and its customers any additional warranties received from Supplier's Subcontractors. Supplier shall be liable to Buyer for all material, subcomponents and services purchased directly or indirectly from or performed by all of Supplier's Subcontractors. Supplier shall use commercially reasonable efforts to flow down these GE Healthcare Standard Terms of Purchase to its Subcontractors, or at a minimum, hereby warrant and represent that all its contracts with its Subcontractors contain provisions, including warranty and indemnity, which are in conformity with and no less stringent than the provisions of this Order. Supplier shall enforce such terms on its behalf and for the benefit of Buyer, and if Supplier fails to enforce its terms with such suppliers then Buyer is hereby deemed a third-party beneficiary of Supplier's contract(s) with such suppliers and is hereby assigned the rights to enforce such terms in lieu of Supplier at Supplier's expense. NOTWITHSTANDING THE FOREGOING, THE PARTIES EXPRESSLY AGREE THAT ALL RISKS ARISING FROM GAPS IN WARRANTY, INDEMNITY AND/OR REMEDIES WITH SUPPLIER'S SUBCONTRACTORS SHALL BE BORNE BY SUPPLIER AND SHALL NOT LIMIT SUPPLIER'S WARRANTY OBLIGATION OR LIABILITY TO BUYER HEREUNDER.

9. 维修和维护服务。

9. REPAIR & MAINTENANCE SERVICES.

9.1 对于运至供应商进行维修、检修和/或维护服务的所有产品: (a) 供应商应保留装运和接收记录, 以确定产品保修范围, 并在每个日历季度初向 GEHC 提供一份书面报告, 详细说明在上一个日历季度期间维修或更换的产品, 以及每件此类产品是否在保修期; (b) 根据买方的合理要求, 供应商应在供应场所对不符合要求的产品与服务产品进行实地盘点, 并向买方提供书面报告。供应商应向买方提供合理协助, 以确定买方记录和供应商记录中关于此类实地盘点的任何差异。若供应商丢失、损坏买方退回的产品, 或无法做出解释说明, 则供应商应根据产品的价值向买方提供抵免、支票或更换产品; (c) 供应商应利用买方的资源, 包括电子维修跟踪系统 (“eRT”) 或买方批准的等效系统, 每日跟踪产品在买方和供应商之间的流动。供应商必须在收到此类产品后一 (1) 个工作日内, 在 eRT 中将买方的订单状态从“在途中”修改为“在供应商处”。供应商必须在向买方发运回此类产品后一 (1) 个工作日内, 在 eRT 中将买方的订单状态从“在供应商处”修改为“发回买方”。供应商负责使用 eRT 来: (i) 识别每个退货产品的保修期内和保修期外状态; 以及 (ii) 针对下列各项, 请求买方事先书面批准: 产品非标准维修的价格变更、报废、错误识别和/或错误发货。 (d) 供应商应指定单一联系人, 负责管理买方的信息系统 (例如 eRT、iSP)、向买方通报所有装运承诺日期、请求获得变更请求的授权, 或沟通与此类装运相关的问题。买方应向供应商提供单一联系人, 并自行决定在相关情况下提供买方认为合理且必要的涉及相关买方资源的培训和访问权限。 (e) 供应商应确保通过利用此类买方资源有效跟

踪所有产品, 以将损失降至最低。供应商应通过支持中心工作流程表单或买方对供应商合理要求的任何其他流程, 及时向买方维修团队通报任何有关产品装运或跟踪的问题。此类问题包括但不限于: 产品装运不当、维修订单未录入 eRT, 以及收到的产品未附相关文件。

9.1 With respect to all Products shipped to Supplier for repair, overhaul and/or maintenance services: (a) Supplier shall maintain a record of shipments and receipts to determine warranty coverage of the Products, and provide to GEHC at the beginning of each calendar quarter with a written report that specifies the Products that were repaired or replaced during the immediately preceding calendar quarter, and whether each such Product was in or out of warranty. (b) At Buyer's reasonable request, Supplier shall conduct a physical inventory of Nonconforming Products and Service Products on Supplier's site and provide Buyer a written report. Supplier shall reasonably assist Buyer in determining any discrepancies between Buyer's records and Supplier's records pertaining to such physical inventory. Supplier shall either provide Buyer a credit, check, or replacement product, based on the value of the Product if Supplier loses, damages, or is otherwise unable to account for Products returned by Buyer. (c) Supplier shall utilize Buyer's resources consisting of the Electronic Repair Tracker ("eRT") or Buyer's approved equivalent system on a daily basis to track the flow of Products between Buyer and Supplier. Supplier must modify Buyer's Order status in eRT from "In Route" to "At Supplier" within one (1) business day of Supplier receipt of such Product. Supplier must modify Buyer's Order status in eRT from "At Supplier" to "Returned to Buyer" within one (1) business day of Supplier's shipment of such Product back to Buyer. Supplier is responsible for using eRT to: (i) identify in warranty and out of warranty status of each returned Product; and (ii) request Buyer's written pre-approval for any of the following: price changes for product-related non-standard repair, scrap, misidentification, and/or misdirected shipments. (d) Supplier shall appoint a single point of contact for managing Buyer's information systems (e.g. eRT, iSP) and notifying Buyer of all shipment promise dates, requesting authorization for change requests, or communicating problems associated with such shipments. Buyer shall provide Supplier a single point of contact and such training for, and access to, applicable Buyer resources as Buyer determines to be reasonable and necessary under the circumstances in Buyer's sole and absolute discretion. (e) Supplier shall ensure all Products are tracked effectively through the use of such Buyer's resources in order to minimize loss. Supplier shall promptly communicate any problems associated with the shipment or tracking of Products to the Buyer's repair team through Support Central Workflow forms, or any other process that Buyer reasonably requests of Supplier. Such issues shall include, but are not limited to: improperly shipped Products, repair Orders not in eRT, and Products received without paperwork.

9.2 若买方为超出保修期的产品购买维修、检修和/或维护服务 (“服务产品”), 则下列附加条款应适用: (a) 服务产品应视同“产品”, 并受本订单条款和条件的约束; (b) 买方有权全权决定服务产品是否应由供应商修理或报废, 并退回至买方指定设施。未经买方事先书面授权, 供应商不得报废任何服务产品; (c) 买方授权报废的服务产品的所有权和灭失风险, 应在拆除和易手后转移至供应商。供应商保证, 其将遵守买方有关服务产品处置和/或报废的书面说明。对于因未经授权或不当使用、分销、处置或报废缺陷产品而产生的任何和所有索赔, 供应商特此同意免除买方责任, 为买方进行抗辩, 向买方做出赔偿并保护买方免受损害; (d) 除第 9.2(c) 节规定情形外, 服务产品的所有权始终归买方或其客户所有, 并且供应商保证, 其不会采取或促使采取任何导致服务产品遭受任何留置或权利负担的措施。供应商对全部或部分服务产品不享有任何权利、许可或所有权; (e) 供应商应使用成本物料单, 传达服务产品价格信息, 包括但不限于人工费、材料价格、管理费和利润。若任何维修费用超过订单的约定合同价格, 则供应商应向买方提供书面通知, 且除非买方通过 eRT 或买方批准的等效系统向供应商提供书面授权, 否则供应商不得开始任何此类维修。

9.2 In the event Buyer purchases repair, overhaul and/or maintenance services for Products that are out of warranty ("Service Products"), the following additional terms shall apply: (a) Service Products are considered "Products" and subject to the terms & conditions of this Order. (b) Buyer shall have sole authority to make the determination whether a Service Product should be repaired or scrapped by Supplier and returned to a Buyer specified facility. Supplier shall not scrap any Service Product without first obtaining Buyer's prior written authorization. (c) Title and risk of loss of the Service Product that Buyer authorizes to be scrapped shall pass to Supplier upon such removal and exchange. Supplier warrants that it will comply with Buyer's written instructions concerning the disposal and/or scrapping of Service Products. Supplier hereby agrees to release, defend, indemnify and hold Buyer harmless against any and all claims resulting from the unauthorized or improper use, distribution, disposal, or scrapping of defective Products. (d) Except as set forth in 9.2(c), title to Service Products remains at all times exclusively with Buyer or its customer, and Supplier warrants that it will take no action, or cause any action to be taken, that will result in any form of lien or encumbrance being placed on any Service Products. Supplier has no right, license or title to Service Products in whole or in part. (e) Supplier will communicate pricing for Service Products using a costed bill of materials, including, but not limited to, labor rate, material price, overhead, and margins. Supplier shall provide written notice to Buyer if any repair cost will exceed the agreed to contractual price of the Order, and Supplier will not commence any such repair unless and until Buyer has provided Supplier written authority through eRT or Buyer's approved equivalent system.

10. 终止。

10. TERMINATION.

10.1 便利终止。买方可在向供应商发出书面通知后, 出于便利随时终止本订单的全部或部分。尽管有任何相反规定, 对于买方的此类终止, 买方承担的责任以及供应商享有的唯一救济, 以买方就所述终止生效日期前交付且买方书面接受的产品支付的货款为限。

10.1 Termination for Convenience. Buyer may terminate all or part of this Order for convenience at any time by written notice to Supplier. Notwithstanding anything to the contrary, Buyer's liability and Supplier's exclusive remedy for such termination by Buyer is limited to Buyer's payment for Products delivered and accepted in writing by Buyer prior to the effective date of said termination.

10.2 违约终止。若供应商未能遵守本订单的任何条款, 或未能取得任何进展, 且根据买方的合理判断, 这将危及本订单的履行, 则买方可发出书面违约通知, 终止本订单的全部或部分, 且无需承担责任。若供应商未能在收到买方书面违约通知后 10 日内纠正此类错误, 则此类终止将生效; 但是, 若供应商违反本订单第 14、18 或 19 节规定, 则买方终止将在在供应商收到买方的书面违约通知后立即生效。终止后, 买方可根据其认为适当的条款, 采购与本订单终止产品相似的产品, 费用由供应商承担, 且供应商还应就此类产品的任何额外费用及其他相关费用向买方负责。供应商应继续履行买方未终止的订单部分。若供应商出于任何原因, 预测难以遵守本订单任何要求, 则供应商

应立即书面通知买方。在不限制本订单项下任何其他权利的情况下, 若买方同意在交付日期过后接受交付, 则买方可要求以最快的方式交付, 且此类运输和处理的总费用应由供应商承担。买方在本条款中享有的权利和救济, 是对法律、衡平法或本订单规定的任何其他权利和救济的补充。

10.2 Termination for Default. Buyer, without liability, may by written notice of default, terminate all or part of this Order if Supplier fails to comply with any term of this Order or fails to make progress which, in Buyer's reasonable judgment, endangers performance of this Order. Such termination shall become effective if Supplier does not cure such failure within 10 days of receiving Buyer's written notice of default; except that Buyer's termination for Supplier's breach of Sections 14, 18 or 19 of this Order shall become effective immediately upon Supplier's receipt of Buyer's written notice of default. Upon termination, Buyer may procure at Supplier's expense and upon terms it deems appropriate Products similar to those so terminated, and Supplier shall be liable to Buyer for any excess costs for such Products and other related costs. Supplier shall continue performance of this Order to the extent not terminated by Buyer. If Supplier for any reason anticipates difficulty in complying with any requirements of this Order, Supplier shall promptly notify Buyer in writing. Without limiting any other rights herein, if Buyer agrees to accept deliveries after the delivery date has passed, Buyer may require delivery by the fastest method and the total cost of such shipment and handling shall be borne by Supplier. Buyer's rights and remedies in this clause are in addition to any other rights and remedies provided by Law, equity or under this Order.

10.3 破产终止. 若供应商 (a) 解散或停止营业; (b) 未能偿还到期债务; 或 (c) 任何其他实体为解决供应商债务而发起资不抵债、接管、破产或任何其他法律程序, 则买方可立即终止本订单, 且在适用法律允许的最大范围内不承担任何责任, 但在终止后合理期限内完工、交付和接受的产品除外 (应按订单价格支付此类产品的价款)。

10.3 Termination for Insolvency. If Supplier (a) dissolves or ceases to do business; (b) fails to pay its debts as they come due; or (c) or any other entity institutes insolvency, receivership, bankruptcy or any other proceeding for settlement of Supplier's debts, Buyer may immediately terminate this Order without liability to the fullest extent permitted by applicable Law, except for Products completed, delivered and accepted within a reasonable period after termination (which shall be paid for at the Order price).

10.4 供应商在终止后的义务. 收到本订单终止通知后, 供应商应立即: (a) 根据通知的指示停止工作; (b) 不再订立与本订单终止部分相关的分包合同/订单; (c) 终止或根据买方的要求转让所有涉及被终止工作的分包合同/订单; 以及 (d) 交付所有成品、半成品以及此类工作所需和/或形成的设计、图纸、规格、文件和材料。

10.4 Supplier's Obligations on Termination. Upon Supplier's receipt of a notice of termination of this Order, Supplier shall promptly: (a) stop work as directed in the notice; (b) place no further subcontracts/orders related to the terminated portion of this Order; (c) terminate, or if requested by Buyer assign, all subcontracts/orders to the extent they relate to work terminated; and (d) deliver all completed work, work in process, designs, drawings, specifications, documentation and material required and/or produced in connection with such work.

11. 买方财产. (a) 买方提供或许可给供应商的; (b) 买方专门付款的; 或 (c) 使用买方知识产权 (定义见下文第 12 节) 创造的所有有形和无形财产, 包括任何描述、工具、材料、计划、图纸、软件、技术诀窍、文件、知识产权、设备或资料的信息或数据汇编, 应是且始终是买方个人财产 (统称为“**买方财产**”)。买方向供应商提供的此类买方财产, 由供应商按照“原样”和“原地”条件接受, 不保证无缺陷, 无任何明示或默示保证, 供应商在使用时应自担风险, 且只能出于为买方履行本订单的目的使用。在未事先取得买方明确书面同意的情况下, 供应商不得使用任何其他财产替代买方财产。收到买方的拆除要求后, 供应商应立即做好装运买方财产 (若是有形财产) 的准备, 并自行承担费用, 按照供应商最初收到的相同状况交付给买方, 但合理磨损除外。在使用买方财产 (若是有形财产) 之前, 供应商应进行检查, 并对自身员工及其他授权用户开展安全和正确操作方面的培训。此外, 供应商应: (i) 保持买方财产无产权负担, 并 (若是有形财产) 应自费进行投保, 投保金额应等于财产重置成本, 且赔偿额应付给买方; (ii) 清楚标记或以其他方式充分表明财产 (若是有形财产) 归买方所有; (iii) 将财产 (若是有形财产) 单独存放, 与供应商财产以及供应商控制的第三方财产分开; (iv) 妥善维护财产 (若是有形财产), 并遵守买方和/或原始制造商提供的任何搬运和存放要求, 或交付至供应商时随附的要求; (v) 监督财产使用情况; 以及 (vi) 仅将财产用于履行买方订单, 不得出于任何其他目的披露或复制财产。供应商应负责根据制造商规范和推荐指南操作、维护和校准买方财产, 费用和开支由供应商自行承担。买方有权审计供应商的所有相关账簿和记录, 并对供应商设施进行合理检查, 以验证是否符合本第 11 节和下文第 12 节的规定。买方特此向供应商授予一项非排他性、不可转让、不可再许可且可随时有理由或无理由撤销的许可, 允许供应商使用买方财产和买方的任何相关知识产权, 但仅限出于为买方履行本订单的目的。

11. BUYER'S PROPERTY. All tangible and intangible property, including information or data compilation of any description, tools, materials, plans, drawings, software, knowhow, documents, intellectual property, equipment or material: (a) furnished or licensed to Supplier by Buyer; (b) specifically paid for by Buyer; or (c) created with Buyer's IP Rights (defined in Section 12 below) shall be and remain Buyer's personal property (collectively, “**Buyer's Property**”). Such Buyer's Property furnished by Buyer to Supplier shall be accepted by Supplier in “AS IS” and “WHERE IS” condition with all faults and without any warranty whatsoever, express or implied, and shall be used by Supplier at its own risk and for the sole purpose of performing this Order for Buyer. Supplier shall not substitute any other property for Buyer's Property without first obtaining the express written consent of Buyer. Promptly upon receipt of a removal request from Buyer, Supplier shall prepare Buyer's Property (if tangible) for shipment and deliver it to Buyer at Supplier's expense in the same condition as originally received by Supplier, reasonable wear and tear excepted. Prior to using Buyer's Property (if tangible), Supplier shall inspect it and train its personnel and other authorized users in its safe and proper operation. In addition, Supplier shall: (i) keep Buyer's Property free of encumbrances and (if tangible) insured at its expense at an amount equal to the replacement cost thereof with loss payable to Buyer; (ii) plainly mark or otherwise adequately identify it (if tangible) as owned by Buyer; (iii) store it (if tangible) separate and apart from Supplier's and third party owned property under Supplier's control; (iv) maintain it (if tangible) properly, and in compliance with any handling and storage requirements provided by Buyer and/or the original manufacturer, or that accompanied it when delivered to Supplier; (v) supervise its use; and (vi) use it only to meet Buyer's Orders without disclosing or otherwise reproducing it for any other purpose. Supplier shall, at its sole cost and expense, be responsible for operating, maintaining and calibrating the Buyer's Property in accordance with the manufacturer's

specifications and recommended guidelines. Buyer shall have the right to audit all pertinent books and records of Supplier, and to make reasonable inspections of Supplier's facilities to verify compliance with this Section 11 and Section 12 below. Buyer hereby grants to Supplier a non-exclusive, non-assignable license, without the right to sublicense, which is revocable with or without cause at any time, to use Buyer's Property, and any applicable intellectual property rights of Buyer, for the sole purpose of performing this Order for Buyer.

12. 知识产权。

12. INTELLECTUAL PROPERTY.

12.1 一般规定。各方独家拥有其在本订单生效前拥有的全部知识产权。

12.1 General. Each respective party shall exclusively own all intellectual property it had prior to the commencement of this Order.

12.2 供应商知识产权。供应商应拥有其在本订单生效前拥有的知识产权，或其独立于本订单项下的义务而开发的知识产权（“**供应商知识产权**”）。买方应享有不受限制的许可权，可使用、修改、分销、销售根据本订单采购且附有供应商知识产权的所有产品。对于根据本订单提供的任何产品，或根据本订单提供的任何产品的维修或更换，供应商不得向买方及其关联方或其各自的任何客户或供应商主张任何供应商知识产权。

12.2 Supplier Intellectual Property. Supplier shall own intellectual property it owned prior to or developed independently of its obligations under this Order (“**Supplier Intellectual Property**”). Buyer shall have an unrestricted license to use, have used, modify, have modified, distribute, have distributed, sell, and have sold all Products purchased under this Order under the Supplier Intellectual Property. Supplier shall not assert any Supplier Intellectual Property against Buyer and its Affiliates, or any of their customers or suppliers, in any Products furnished under this Order, or the repair or refurbishment of any Products furnished under this Order.

12.3 买方知识产权。买方应独家拥有供应商在履行本订单的过程中创造或产生的创意、技术诀窍、发明、著作、文件、策略、计划、数据和数据库的所有权利，包括所有专利权、版权、精神权利、专有信息权、数据权、数据库权、商标权以及其他知识产权（统称为“**买方知识产权**”）。买方对受版权保护的客体享有的所有知识产权应视同为买方创作的雇佣作品（“雇佣作品”的定义参见《美国版权法》（《美国法典》第 17 编第 101 节）或相关司法管辖区的同等适用法律），或者若适用法律排除此类待遇，供应商应根据作品创作地的当地版权法，授予买方对此作品的“第一版权所有者”地位。若根据法律，任何此类知识产权在创建时不自动完全归买方所有，则供应商同意并特此向买方转让供应商在全球范围内对此类知识产权享有的全部权利、所有权和权益。供应商进一步同意订立并签署任何所需文件，以向买方转移或转让任何此类买方知识产权的所有权。禁止供应商向任何第三方销售下列产品或基本相似的产品：(i) 根据本订单为买方开发的产品；(ii) 含有买方保密信息或买方财产的产品；或 (iii) 使用买方保密信息、买方财产或因本订单而接收的信息或开发的技术诀窍，经专门设计或配置用于与买方产品或应用一起使用的产品。若供应商未经买方事先书面同意和授权，出于向买方以外的任何人或实体销售的目的，设计或制造与本订单项下采购的产品基本相似或可合理替代或维修本订单项下采购的产品的任何产品，或取得政府对此类产品或维修的批准，则买方可在任何判决中或通过其他方式，要求供应商以清楚且令人信服的证据，证明在此类产品的此类设计或制造过程中或在取得政府对此类产品或维修的批准过程中，供应商或其分包商未直接或间接、全部或部分使用本条款所述的任何买方财产、买方保密信息或买方知识产权。

12.3 Buyer Intellectual Property. Buyer shall own exclusively all rights in ideas, know-how, inventions, works of authorship, documentation, strategies, plans, data and databases created in or resulting from Supplier's performance under this Order, including all patent rights, copyrights, moral rights, rights in proprietary information, data rights, database rights, trademark rights and other intellectual property rights (collectively, “**Buyer's IP Rights**”). All Buyer's IP Rights for copyrightable subject matter shall be considered as though work(s) made for hire for Buyer (as the phrase “work(s) for hire” is defined in the U.S. Copyright Act (17 U.S.C. § 101)) or the equivalent applicable Law in the relevant jurisdiction, or should applicable Law preclude such treatment, Supplier shall give Buyer “first owner” status related to the work(s) under local copyright law where the work(s) was created. If by operation of Law any such intellectual property is not owned in its entirety by Buyer automatically upon creation, then Supplier agrees to, and hereby does, transfer and assign to Buyer Supplier's entire right, title and interest throughout the world to such intellectual property. Supplier further agrees to enter into and execute any documents that may be required to transfer or assign ownership in and to any such Buyer's IP Rights to Buyer. Supplier is prohibited from selling to any third party the Products or a substantially similar product that is either (i) developed for Buyer under this Order, (ii) incorporates any Confidential Information of Buyer or Buyer's Property, or (iii) is specifically designed or configured for use with Buyer's products or applications using Confidential Information of Buyer's, Buyer's Property or information received or know how developed in connection with this Order. Should Supplier, without Buyer's prior written consent and authorization, design or manufacture for sale to any person or entity other than Buyer any goods substantially similar to, or which reasonably can substitute or repair, a Product purchased hereunder, or obtains governmental approval for such Product or repair, Buyer, in any adjudication or otherwise, may require Supplier to establish by clear and convincing evidence that neither Supplier nor its Subcontractors used in whole or in part, directly or indirectly, any of Buyer's Property, Buyer's Confidential Information or Buyer's IP Rights, as set forth herein, in such design or manufacture of such Products or in obtaining governmental approval with respect to such Products or repair.

12.4 数据权利。供应商同意，买方、其客户、第三方承包商和所有其他用户可以访问、接收、收集、传输、维护、制作衍生作品以及以其他方式使用关于供应商产品的信息，包括机器、技术、系统、使用和相关信息（“**源数据**”），以有助于提供产品，并验证是否遵守本订单条款。买方、其客户、第三方承包商和所有其他用户也有权使用源数据来研究、开发和持续改进其产品、软件和服务。买方将拥有因买方使用、分析、研究和/或开发源数据而产生的和/或与之相关的所有数据、概念、产品、服务、软件、知识产权和其他权利。

12.4 Data Rights. Supplier agrees that Buyer, its customers, third party contractors and all other users may access, receive, collect, transmit, maintain, prepare derivative works from, and otherwise use information about Supplier's Products, including machine, technical, systems, usage and related information (“**Source Data**”) to facilitate the provision of Products, and to verify compliance with the terms of this Order. Buyer, its customers, third

party contractors and all other users also have the right to use the Source Data for research, development and continuous improvement of its products, software and services. Buyer will own all data, concepts, products, services, software, intellectual property and other rights arising from and/or related to Buyer's use, analysis, research and/or development of the Source Data.

12.5 文件。对于买方知识产权未涵盖的任何文件, 供应商应为买方获得, 并授予买方一项不可撤销、永久性、可再许可(通过各级次级被许可人)、非排他性、已全额付款、免特许权使用费的全球权利和许可, 以允许买方使用、复制、修改、分发、演示、展示任何此类文件以及制作此类文件的衍生作品, 包括其摘录。

12.5 Documentation. For any Documentation which is not covered by Buyers IP Rights, Supplier shall secure for and grant to Buyer an irrevocable, perpetual, sub-licensable (through all tiers of sub-licensees) worldwide, nonexclusive, paid-up, royalty-free right and license to use, reproduce, modify, distribute, perform, display, and prepare derivative works of any such Documentation, including excerpts thereof.

12.6 商标。尽管本订单有任何其他规定, 买方商标、商号、服务标志、零件编号或其他标识码, 包括任何买方包装和版权通知, 就本订单而言均构成“**买方标志**”。供应商仅可按照买方在本订单中明确允许的方式和指示, 根据买方指南、规范和政策使用买方标志, 并且供应商同意完全遵守买方不时采用的所有指南。

12.6 Trademarks. Notwithstanding any other provision of this Order, Buyer trademarks, trade names, service marks, part numbers or other identifiers, including any Buyer packaging and copyright notices, constitute “**Buyer Marks**” for purposes of this Order. Supplier is only allowed to use Buyer Marks as specifically permitted and directed by Buyer in the Order and in accordance with Buyer guidelines, specifications, and policies, and Supplier agrees to comply fully with all guidelines adopted from time to time by Buyer.

12.7 供应商标志。供应商向买方授予一项非排他性、永久性、不可撤销、已全额付款、免特许权使用费的全球许可, 以允许买方在产品的任何营销、销售、维护、维修、许可、运行和经销活动中使用供应商商标、服务标志和商号(统称为“**供应商标志**”)。对供应商标志的使用包括在:(a) 任何广告;(b) 买方网站; 以及(c) 产品或含有供应商产品的任何买方产品的任何文件或营销材料中使用。

12.7 Supplier's Marks. Supplier grants to Buyer a non-exclusive, perpetual, irrevocable, worldwide, paid-up, royalty-free license to use Supplier's trademarks, service marks, and trade names (collectively, “**Supplier Marks**”) on, or in connection with, any of Buyer's marketing, sale, maintenance, repair, licensing, operation, and distribution of the Products. Use of Supplier Marks includes use: (a) in any advertising, (b) on Buyer's websites, and (c) in any documentation or marketing materials for the Products or any Buyer product that incorporates the Supplier's Product(s).

13. 软件。

13. SOFTWARE.

13.1 嵌入式软件。若任何产品包含不属于买方财产或买方知识产权的嵌入式软件(定义见下文), 供应商应在所有知识产权下, 向买方授予一项非排他性、不可撤销、永久性、免特许权使用费的全球许可以及再许可权, 以允许买方复制、修改、使用、加载、安装、执行、展示、营销、测试、转售、再许可和分发作为此类产品的组成部分的嵌入式软件及其修改, 或用于维修产品(“**买方要求的许可**”)。若嵌入式软件或其任何部分的权利归第三方所有, 则在交付前, 供应商应从此类第三方所有者处为买方获得买方要求的许可。“**嵌入式软件**”是指任何计算机程序或固定于任何有形表达介质或任何存储介质中的数据汇编, 程序可从此类数据汇编中直接或借助机器、设备或网络来感知、复制或其他方式通信; 此类程序或数据汇编是产品运行所必需的, 和/或采取嵌入或其他方式, 作为产品和/或相关文件的组成部分来交付或提供。

13.1 Embedded Software. If any Products contain Embedded Software (defined below) that is not Buyer's Property or Buyer's IP Rights, Supplier shall, under all intellectual property rights, grant Buyer a non-exclusive worldwide, irrevocable, perpetual, royalty-free license, with the right to sublicense, to copy, modify, use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such Embedded Software and modifications thereto as an integral part of such Products or for servicing the Products (“**Buyer-Required License**”). If rights to Embedded Software or any part thereof are owned by a third party, prior to delivery, Supplier shall obtain the Buyer-Required License from such third party owner for Buyer. “**Embedded Software**” means any computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium from which the program may be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device or network which are necessary for operation of the Products and/or embedded in or otherwise delivered or supplied as an integral part of the Products, and/or related Documentation.

13.2 软件更新。对于所有嵌入式软件, 供应商应立即且至少应在向类似软件产品的其他客户或用户交付或以其他方式提供的同时, 向买方交付所有错误更正、缺陷修复以及与之相关的新版本、发布、更新和升级。

13.2 Software Updates. For all Embedded Software, Supplier shall promptly deliver to Buyer, and at least simultaneously to the time it delivers or otherwise makes available to other customers or users of similar software products, all error corrections, bug fixes, as well as new versions, releases, updates, and upgrades pertaining thereto.

13.3 无其他条款。若供应商根据本订单提供嵌入式软件, 且此类嵌入式软件要求买方、买方客户或用户或已要求供应商“接受”各种条款和条件, 包括“点击许可”、“点击进入许可”、“浏览许可”或“拆封许可”, 则即使买方、买方客户或用户为访问或使用嵌入式软件而“接受”此类条款和条件, 此类条款和条件仍不对买方或用户产生任何效力。双方关系和义务仅受本订单条款管辖。此外, 根据买方的要求, 供应商应将嵌入式软件的所有相关材料(包括目标代码、源代码、文件及所有相关注解)交由买方指定的托管代理人, 根据买方书面批准的书面托管协议进行托管, 费用由供应商承担(包括长期维护费)。

13.3 No Other Terms. If Supplier provides Embedded Software under this Order which requires Buyer, a Buyer customer, or the user, or required the Supplier, to “Accept” various terms and conditions, including “click-wrap,” “click-through,” browse-wrap,” or “shrink-wrap,” such terms and

conditions will be of no force and effect on Buyer or the user even though they are “accepted” by Buyer, a Buyer customer, or the user in order to access or use the Embedded Software. The relationship and obligations of the parties are solely governed by the terms of this Order. In addition, upon Buyer’s request, Supplier, at Supplier’s expense (including ongoing maintenance fees), will deposit in escrow all material relating to the Embedded Software (including a copy of the object code, source code, documentation and all annotations thereto) with an escrow agent designated by Buyer and under a written escrow agreement approved in writing by Buyer.

13.4 开源限制。供应商保证：(a) 产品不得包含根据任何开源许可证（包括 GNU 公共许可证、GNU 宽通用公共许可证或任何其他许可证）分发或受此类许可证约束的任何软件代码；此类许可证规定，在任何情况下与此类软件代码一起分发的其他软件应：(i) 以源代码形式进行披露或分发；(ii) 许可用于制作衍生品之目的；和/或 (iii) 免费再分发；(b) 买方不受任何专利或其他知识产权主张的限制；以及 (c) 产品不含任何可能禁用、损坏、损害、擦除、停用或以电子形式收回此类产品、数据或其他设备或软件（包括其他商品）的软件、关键功能、病毒、蠕虫、代码、例程、设备或其他有害代码（无论是否有意）。

13.4 Restrictions on Open Source. Supplier warrants that: (a) the Products shall be free of any software code distributed under, or subject to, any open source license, including the GNU Public License, the GNU Lesser General Public License, or any other license, that requires in any instance that other software distributed with such software code be: (i) disclosed or distributed in source code form; (ii) licensed for purposes of making derivative works; and/or (iii) redistributed at no charge; (b) Buyer is not subject to any restrictions on assertions of patents or other intellectual property; and (c) the Products do not contain any software, key function, virus, worm, code, routine, device, or other harmful code (whether intended or not) that may disable, damage, impair, erase, deactivate, or electronically repossess such Products, data, or other equipment or software (including other goods).

13.5 代码完整性保证。供应商承诺，产品：(a) 不含可能限制或以其他方式妨碍产品或体现或构成产品的任何材料的操作或使用的任何限制性装置，例如任何密钥、节点锁、超时、定时炸弹或其他功能，无论是采取电子、机械还是其他方式实现的；以及 (b) 不含病毒、恶意软件以及可能干扰产品的使用的其他有害代码（包括超时功能），无论是否是供应商或其人员故意在产品中植入此类代码。供应商应向买方提供产品的任何和所有新版本、升级、更新、发布、维护版本以及错误或缺陷修复（统称为“**修改代码**”），以便防止违反本订单项下规定的任何保证，或纠正违反此类保证的行为。就本订单而言，产品中包含的修改代码构成产品。

13.5 Code Integrity Warranty. Supplier Covenants that the Products: (a) do not contain any restrictive devices such as any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical, or other means, which may restrict or otherwise impair the operation or use of the Products or any material embodying or comprising the Products; and (b) shall be free of viruses, malware, and other harmful code (including time-out features) which may interfere with the use of the Products regardless of whether Supplier or its personnel purposefully placed such code in the Products. Supplier shall provide Buyer, free of charge, with any and all new versions, upgrades, updates, releases, maintenance releases, and error or bug fixes of the Products (collectively, “**Revised Code**”) which prevents a breach of any of the warranties provided under this Order or corrects a breach of such warranties. Revised Code contained in the Products constitutes Products for purposes of this Order.

14. 保密、数据保护和宣传。

14. CONFIDENTIALITY, DATA PROTECTION AND PUBLICITY.

14.1 保密。供应商在履行本订单的过程中可能会接收或获取买方或其关联方的某些保密信息（定义见下文）。

14.1 Confidentiality. Supplier may receive or have access to certain information that is Confidential Information (as hereinafter defined) of Buyer or its Affiliates in performance of this Order.

(a) “**保密信息**”是指：(i) 本订单的条款；(ii) 买方向供应商披露或提供的所有信息和资料，包括买方财产以及 GEHC 保密信息（定义见 *GE HealthCare 隐私和数据保护附录 (“PDPA”)*，网址：<https://www.gehealthcare.com/about/suppliers/terms-and-conditions>）；(iii) 从买方财产得出的所有信息；以及 (iv) 买方的所有知识产权（定义见上文第 12 节），无论是在本订单日期之前还是之后提供的，且无论采取何种沟通形式。

(a) “**Confidential Information**” shall, whether furnished before or after the date of this Order and irrespective of the form of communication, mean: (i) the terms of this Order; (ii) all information and material disclosed or provided by Buyer to Supplier, including Buyer’s Property and GEHC Confidential Information as defined in the *GE Healthcare Privacy and Data Protection Appendix (“PDPA”)* located at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> (iii) all information derived from Buyer’s Property; and (iv) all of Buyer’s IP Rights (defined in Section 12 above).

(b) 供应商应：(i) 仅出于履行其在本订单项下义务的目的使用保密信息；以及 (ii) 在不限制下文第 14.2 节的要求的情况下，采取与保护其自身保密信息相同且至少达到合理谨慎程度的谨慎程度，防止披露保密信息，但向其高管、董事、经理和员工（统称为“**被授权方**”）披露的情况除外，但仅限于允许他们协助供应商履行其在本订单项下义务的必要范围。向任何被授权方披露保密信息前，供应商应向被授权方告知保密信息的保密性质，并确保此类被授权方签署约束性不低于本节条款的保密协议。供应商确认，若违反本节规定使用或披露保密信息，将会给买方造成无法挽回的危害。

(b) Supplier shall: (i) use Confidential Information only for the purposes of fulfilling its obligations under this Order; and (ii) without limiting the requirements under Section 14.2 below, use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information, except to its officers, directors, managers and employees (collectively, “**Authorized Parties**”), solely to the extent necessary to permit them to assist Supplier in performing its obligations under this Order. Prior to disclosing Confidential Information to any Authorized Party, Supplier shall advise the Authorized Party of the confidential nature of the Confidential Information and ensure that such party has signed a confidentiality agreement no less restrictive than the terms of this Section. Supplier acknowledges that irreparable harm shall result to the Buyer if Confidential Information is used or disclosed contrary to this Section.

(c) 本第 14 节有关保密信息的限制规定，对买方向供应商披露的下列特定保密信息无效：(i) 非因供应商披露而被公众普遍获知；(ii) 在买方向供应商披露前，供应商已在非保密的基础上获得；(iii) 供应商在非保密的基础上通过买方以外的其他来源获得，且在获得时就供应商所知，该信息来源不对买方负有保密义务；或 (iv) 由供应商在未参考保密信息的情况下独立开发，且供应商可通过书面文件证实此类信息的开发；

(c) The restrictions in this Section 14 regarding the Confidential Information shall be inoperative as to particular portions of the Confidential Information disclosed by Buyer to Supplier if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Supplier; (ii) was available on a non-confidential basis prior to its disclosure to Supplier; (iii) is or becomes available to Supplier on a non-confidential basis from a source other than Buyer when such source is not, to the best of Supplier's knowledge, subject to a confidentiality obligation with Buyer; or (iv) was independently developed by Supplier, without reference to the Confidential Information, and Supplier can verify the development of such information by written documentation;

(d) 本订单完成或终止后 14 日内，供应商应向买方归还或销毁（并向买方提供书面销毁证明）所有保密信息，包括其副本。保密信息的归还或销毁不影响供应商的保密义务，所有此类义务应根据本订单的规定继续生效。

(d) Within 14 days of the completion or termination of this Order, Supplier shall return to Buyer or destroy (with such destruction certified in writing to Buyer) all Confidential Information, including any copies thereof. No such return or destruction of the Confidential Information shall affect the confidentiality obligations of Supplier all of which shall continue in effect as provided for in this Order.

(e) 供应商已经或以后可能向买方披露的且与本订单项下采购的产品存在任何关联的任何知识或信息（但根据前述第 11 节规定被视为买方财产的知识或信息除外），不应被视为保密或专有信息，并且作为本订单对价的组成部分，买方可不受任何限制（但侵权索赔除外）地获取此类知识或信息，且即使有任何版权或其他相关通知，买方及其关联方仍有权在其认为适当时使用、复制、修改或披露此类知识或信息。

(e) Any knowledge or information, which Supplier shall have disclosed or may hereafter disclose to Buyer and which in any way relates to the Products purchased under this Order (except to the extent deemed to be Buyer's Property as set forth in Section 11 above), shall not be deemed to be confidential or proprietary and shall be acquired by Buyer free from any restrictions (other than a claim for infringement) as part of the consideration for this Order, and notwithstanding any copyright or other notice thereon, Buyer and its Affiliates shall have the right to use, copy, modify and disclose the same as it sees fit.

(f) 尽管有前述规定，若质询、传票或类似法律程序要求供应商披露任何保密信息，则供应商同意在切实可行的情况下，立即（不晚于收到此类要求后 2 日内）书面通知买方每一项此类要求，以便买方寻求适当的保护令、免除供应商遵守本节规定，或同时采取此两项措施。若在未获得保护令或未收到免责书时，供应商法律顾问认为法律强制要求供应商披露此类保密信息，则供应商可在要求的范围内向相关人员披露此类保密信息，而无需承担本订单项下责任，并应尽其最大努力，为如此披露的保密信息获得保密待遇。

(f) Notwithstanding the foregoing, if Supplier is requested or required by interrogatories, subpoena or similar legal process, to disclose any Confidential Information, it agrees to provide Buyer with prompt written notice (no later than 2 days following receipt of such request) of each such request/requirement, to the extent practicable, so that Buyer may seek an appropriate protective order, waive compliance by Supplier with the provisions of this Section, or both. If, absent the entry of a protective order or receipt of a waiver, Supplier is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, Supplier may disclose such Confidential Information to the persons and to the extent required without liability under this Order and shall use its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

14.2 隐私、数据保护和第三方安全要求。 供应商同意，(a) 处理 GEHC 保密信息、(b) 访问 GEHC 信息系统或 (c) 向买方提供某些服务（所有定义及更详细的描述均可见于 PDPA）应遵守《GE HEALTHCARE 隐私和数据保护附录》中规定的组织、技术和物理控制措施和其他保护措施，该附录纳入本订单中，详见 <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>。本节所述的大写术语，若未在本订单中定义，应具有 PDPA 中赋予的含义。若此类已定义的术语存在任何不一致之处，则在解释所涉及的主题时，以 PDPA 中载明的定义为准。供应商理解并同意，买方可要求供应商提供供应商代表的某些个人信息，以促进本订单的履行，并且此类信息由买方按照 PDPA 的规定予以处理和保管。

14.2 Privacy, Data Protection & Third Party Security Requirements. Supplier agrees that (a) Processing of GEHC Confidential Information, (b) access to GEHC Information Systems, or (c) the provision of certain services to Buyer (all as defined in and as described more fully in the PDPA) shall be subject to the organizational, technical, and physical controls and other safeguards set out in the GE HealthCare Privacy and Data Protection Appendix, incorporated herein and available at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>. The capitalized terms set forth in this Section not otherwise defined in this Order shall have the meaning ascribed to them in the PDPA. In the event of any inconsistency of such defined terms, the definitions set forth in the PDPA shall prevail for purposes of interpreting the subject matter covered thereby. Supplier understands and agrees that Buyer may require Supplier to provide certain personal information of Supplier's representatives to facilitate the performance of this Order, and that information shall be processed and maintained by Buyer as set forth in the PDPA.

14.3 宣传。 未经买方或其关联方事先书面同意，供应商及其分包商不得就本订单或其与买方或任何关联方的业务关系发表任何声明、拍摄或发布任何照片（除非内部用于产品制造和组装）或发布任何信息，也不得向任何第三方提及任何买方产品，但适用法律要求的情况除外。供应商同意，未经买方或其关联方（视情况而定）事先书面同意，其不会 (a) 在广告、宣传或其他资料中使用买方或其关联方的名称、商号、商标标识或模拟，或买方或其关联方任何高管或员工的姓名，或 (b) 以任何形式声称供应商提供的任何产品已获得买方或其关联方的批准或认可。

14.3 **Publicity.** Supplier and its Subcontractors shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the Products), or release any information concerning this Order or with respect to its business relationship with Buyer or any Affiliate, or reference any of Buyer's Products to any third party except as required by applicable Law without Buyer or its Affiliate's prior written consent. Supplier agrees that it shall not, without prior written consent of Buyer or its Affiliates as applicable, (a) use in advertising, publicity or otherwise, the name, trade name, trademark logo or simulation thereof of Buyer or its Affiliate or the name of any officer or employee of Buyer or its Affiliates or (b) represent in any way that any Product provided by Supplier has been approved or endorsed by Buyer or its Affiliate.

15. 赔偿。

15. INDEMNIFICATION.

15.1 **知识产权赔偿。** 供应商保证, 根据本订单提供和/或使用的所有产品, 无论是由供应商还是分包商提供/使用, 均不存在任何索赔。对于因使用、销售、进口、经销、复制或许可根据本订单提供的任何产品以及因使用此类产品而必然产生的任何设备或工艺 (“**受偿产品**”) 而对买方、其关联方及其各自的客户、每位董事、高级职员、经理、员工、代理人、代表、经销商、转销商、次级被许可人、承包商、继承人和受让人 (统称为“**受偿人**”) 提起的指控侵犯或盗用任何第三方的任何专利、版权、商标、商业秘密或其他知识产权的任何和所有索赔, 包括因任何使用、销售、进口、经销、复制或许可侵犯所提供产品的此类受偿知识产权而引起的索赔, 供应商应向受偿人做出赔偿, 为其提供抗辩并使其免受损害。买方应立即将任何此类诉讼、索赔或法律程序通知供应商, 并向供应商提供实施抗辩所需的授权以及信息和协助 (费用由供应商承担), 且供应商应支付此类诉讼、索赔或法律程序中发生或裁定的所有损害赔偿金、费用和支出, 包括合理的律师费。尽管有上述规定, 此类诉讼、索赔或法律程序的任何和解均应获得买方同意, 而买方不得无理拒绝此类同意。若任何受偿产品被禁止使用, 则供应商应在自行承担费用的情况下按照买方的选择: (a) 为受偿人取得继续使用此类受偿产品的权利; (b) 以不侵权的同等产品替换此类受偿产品; 或 (c) 根据本订单提供产品时移除受偿产品和/或停止使用受偿产品, 并将购买价款退还给买方, 在任何情况下, 供应商均应承担所有相关费用和支出。供应商同意, 其应从其提供作为本订单项下交付成果组成部分的产品的直接或间接分包商处, 获得与其在本订单中向买方提供的知识产权侵权赔偿一致的知识产权侵权赔偿, 并代表其自身并且为买方的利益执行此类条款; 若供应商未能执行其与此类分包商的条款, 则买方特此被视为供应商与此类分包商订立的合同的第三方受益人, 并特此被授权代替供应商执行此类条款, 费用由供应商承担。

15.1 **Intellectual Property Indemnity.** Supplier warrants that all Products provided and/or utilized pursuant to this Order, whether provided/utilized by Supplier or a Subcontractor, will be free of any and all claims. Supplier shall indemnify, defend and hold Buyer, its Affiliates and its and their customers, and each of its and their directors, officers, managers, employees, agents, representatives, distributors, resellers, sublicensees, contractors, successors and assigns (collectively, “**Indemnitees**”) harmless from any and all claims against Indemnitees alleging infringement or misappropriation of any patent, copyright, trademark, trade secret or other intellectual property rights of any third party arising out of the use, sale, importation, distribution, reproduction or licensing of any Product furnished under this Order as well as any device or process necessarily resulting from the use thereof (“**Indemnified Product**”), including any use, sale, importation, distribution, reproduction or licensing in contravention of such Indemnified IP by Products as provided. Buyer shall notify Supplier promptly of any such suit, claim or proceeding and give Supplier authority and information and assistance (at Supplier's expense) for the defense of same, and Supplier shall pay all damages, costs and expenses incurred or awarded therein, including reasonable attorneys' fees. Notwithstanding the foregoing, any settlement of such suit, claim or proceeding shall be subject to Buyer's consent, such consent not to be unreasonably withheld. If use of any Indemnified Product is enjoined, Supplier shall, at Buyer's option and Supplier's expense, either: (a) procure for Indemnitees the right to continue using such Indemnified Product; (b) replace the same with a non-infringing equivalent; or (c) remove the Indemnified Product and/or halt such use of the Indemnified Product in providing Products under this Order and refund the purchase price to Buyer, and in all cases, Supplier shall be responsible for all related costs and expenses. Supplier agrees that it shall obtain an intellectual property infringement indemnity from its direct or indirect Subcontractors providing Products as part of the deliverables under this Order consistent with the intellectual property infringement indemnity it provides to Buyer in this Order and to enforce such terms on its behalf and for the benefit of Buyer, and if Supplier fails to enforce its terms with such Subcontractors then Buyer is hereby deemed a third-party beneficiary of Supplier's contract(s) with such Subcontractors and is hereby assigned the rights to enforce such terms in lieu of Supplier at Supplier's expense.

15.2 **一般赔偿。** 对于因下列各项而引起的或与之相关的任何性质的任何和所有索赔、法律诉讼、要求、和解、损失、判决、罚金、罚款、损害、负债、成本和费用, 供应商应为受偿人 (无论是在其受雇过程中还是其他过程中) 提供抗辩、向其做出赔偿, 豁免其责任, 并使其免受损害: (i) 供应商违反本订单所述的任何约定、陈述或保证; (ii) 供应商或其分包商的任何作为或不作为; 或 (iii) 任何产品。买方应向供应商告知任何此类索赔、诉讼或法律程序, 并应合理配合供应商 (费用由供应商承担) 进行抗辩。供应商同意, 在其出于履行本订单的目的而订立的所有分包合同中, 纳入与前述条款基本一致的条款。供应商同意代表其自身并出于买方利益来执行此类条款。若供应商未能执行与此类分包商订立的条款, 则买方特此被视为供应商与此类分包商订立的合同的第三方受益人, 并被授予代替供应商执行此类条款的权利。对于买方执行本订单项下权利而产生的任何律师费或其他费用, 供应商进一步同意对买方做出赔偿。

15.2 **General Indemnity.** Supplier shall defend, indemnify, release and hold the Indemnitees, whether acting in the course of their employment or otherwise, harmless from and against any and all claims, legal actions, demands, settlements, losses, judgments, fines, penalties, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, or relating to: (i) the breach by Supplier of any covenant, representation, or warranty contained in this Order; (ii) any act or omission of Supplier or its Subcontractors; or (iii) any Products. Buyer will notify Supplier of any such claim, suit, or proceeding, and will reasonably cooperate with Supplier (at Supplier's expense) in the defense of the same. Supplier agrees to include a clause substantially similar to the preceding clause in all subcontracts it enters into related to its fulfillment of this Order. Supplier agrees to enforce such terms on its behalf and for the benefit of Buyer. If Supplier fails to enforce its terms with such Subcontractors, Buyer is hereby deemed a third-party beneficiary of Supplier's contract(s) with such Subcontractors and is hereby assigned the rights to enforce such terms in lieu of Supplier. Supplier further agrees to indemnify Buyer for any attorneys' fees or other costs Buyer incurs to enforce its rights hereunder.

15.3 责任限制。在任何情况下, 买方均不就任何特殊性、惩戒性、附带性、间接性、惩罚性或后果性损害(包括利润、收入和业务损失)对供应商承担任何责任, 无论是基于违反合同、侵权(包括过失)、法令、衡平法、产品责任、重大违约, 还是因本订单而引起的或与之相关的其他原因, 无论买方是否已被告知存在任何此类损害的可能性。

15.3 Limitation of Liability. IN NO EVENT WILL BUYER BE LIABLE TO SUPPLIER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, REVENUE, AND BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE ARISING OUT OR RELATED TO THIS ORDER, REGARDLESS OF WHETHER BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

16. 保险。在本订单有效期内并且在交付产品或履行服务之日起 6 年内, 供应商应通过至少达到贝氏评级 A-VII 级或标普 A 级或在不承认此类评级的司法管辖区内至少达到同等级别, 且在产品销售和/或服务履行所在司法管辖区持有牌照的保险公司维持下列保险: (a) 商业综合责任险/公共责任险, 采取事故发生制, 每次事故最低保额为 5,000,000.00 美元(或人民币等值金额, 下同), 承保范围为: (i) 身体伤害/财产损失; (ii) 人身伤害/广告侵害; 以及 (iii) 产品及完工责任, 包括合同责任保险, 以承保本订单中承担的责任, 本第 16 节所列的承保范围均为基本保险, 适用于交叉责任, 不受限于自保自留, 并应背书指定买方、其关联方及其各自董事、高管和员工作为附加被保险人; (b) 商业汽车责任保险, 承保范围为履行本订单所使用的所有自有、租用和非自有的交通工具, 每次事故综合最高赔偿限额为 1,000,000.00 美元; (c) 雇主责任险, 每次事故、工伤或疾病的保额为 1,000,000.00 美元; (d) 综合财产险, 承保范围为供应商照管、保管或控制的所有买方财产的全额重置成本, 并指定买方为“赔款受益人”; 以及 (e) 法定职工赔偿险。若本订单涉及专业服务, 则供应商应投保职业/错误和疏漏责任险, 每次索赔的最低保额为 3,000,000.00 美元。若产品含有嵌入式软件, 则此保险的承保范围应包括 IT 安全故障、数据隐私泄露和软件版权侵权。若此类保险采取期内索赔制, 则追溯日期必须早于本订单签发日期, 并且供应商必须在本订单终止、届满和/或完成后 3 年内维持保险保障的连续性。上文第 16(c)、(d) 和 (e) 节所述的保险, 应规定放弃以买方、其关联方及其各自董事、高管和员工为受益人代位求偿这些条款中规定的保险所承保的全部损失和损害。供应商应自行负责申请和支付供应商持有的任何保单项下的任何自保自留或免赔额。若买方被要求偿付供应商保单项下的任何自保自留或免赔额, 则在法律允许的情况下, 买方可要求供应商赔偿或偿还。经买方要求, 供应商应向买方提供保险凭证, 证明所要求的最低限度保险已生效。保险凭证应提及已包含所要求的保险范围扩展。根据买方要求, 保险凭证应附上证明所要求的附加被保险人状态、放弃代位求偿规定和/或赔款受益人状态的批单副本。接受不符合规定保险范围的保险凭证, 不以任何方式暗示买方已放弃其保险要求或本条款规定的任何其他义务。可通过每份保单或这些保单与超额/伞式责任保险的组合来满足第 16(a)、(b) 和 (c) 节规定的上述保险限制。

16. INSURANCE. For the duration of this Order and for a period of 6 years from the date of delivery of the Products or performance of the services, Supplier shall maintain, through insurers with a minimum A.M. Best rating of A-VII or S&PA or the equivalent in those jurisdictions that do not recognize such rating classification and licensed in the jurisdiction where the Products are sold and/or where services are performed, the following insurance: (a) Commercial General/Public Liability, on an occurrence form, in the minimum amount of USD \$5,000,000.00 (or the equivalent amount in RMB, same below) per occurrence with coverage for: (i) bodily injury/property damage; (ii) personal/advertising injury; and (iii) products/completed operations liability, including coverage for contractual liability insuring the liabilities assumed in this Order, with all such coverages in this Section 16 applying on a primary basis, providing for cross liability, not being subject to any self-insured retention and being endorsed to name Buyer, its Affiliates, and its and their respective directors, officers, and employees as additional insureds; (b) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of this Order in the amount of USD \$1,000,000.00 combined single limit each occurrence; (c) Employers' Liability in the amount of USD \$1,000,000.00 each accident, injury or disease; (d) Property Insurance on an "All-risk" basis covering the full replacement cost value of all of Buyer's Property in Supplier's care, custody or control, naming Buyer as "Loss Payee"; and (e) Statutory Workers' Compensation Insurance. To the extent this Order is for professional services, Supplier shall maintain Professional/ Errors and Omission Liability insurance in the minimum amount of USD \$3,000,000.00 per claim. If the Products contain Embedded Software, this insurance shall include coverage for failure of IT security and data privacy breach and software copyright infringement. If such insurance is on a claims-made basis, the retro date must precede the date of issuance of this Order, and Supplier must maintain continuity of coverage for 3 years following termination, expiration and/or completion of this Order. Insurance specified in sub-sections 16(c), (d) and (e) above shall provide a waiver of subrogation in favor of Buyer, its Affiliates and its and their respective directors, officers and employees for all losses and damages covered by the insurances required in such subsections. The application and payment of any self-insured retention or deductible on any policy carried by Supplier shall be the sole responsibility of Supplier. Should Buyer be called upon to satisfy any self-insured retention or deductible under Supplier's policies, Buyer may seek indemnification or reimbursement from Supplier where allowed by Law. Upon request by Buyer, Supplier shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance is in effect. The certificate(s) of insurance shall reference that the required coverage extensions are included. Upon request by Buyer, copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, shall in no way imply that Buyer has waived its insurance requirements or any other obligations set forth herein. The above-referenced insurance limits in subsections 16(a), (b) and (c) can be met either via each policy or via a combination of these policies and an excess/umbrella liability insurance.

17. 转让、分包和控制权变更。未经买方事先书面同意, 供应商不得转让、委托、分包或转移(包括通过变更所有权或控制权、根据法律或通过其他方式)本订单或本订单项下的任何权利或义务, 包括支付义务。若买方同意供应商转让, 供应商应确保受让人受本订单的条款和条件的约束。若供应商的任何分包商: (a) 在其设施处拥有任何带有买方或其任何关联方的名称、标识或商标的零件、部件或产品(或负责粘贴此类名称、标识或商标); 和/或 (b) 在某一特定地点的 50% 或以上的产品是由买方购买的, 则供应商应将此类分包商告知买方。此外, 供应商应为买方取得此类供应商受让人或分包商的书面确认, 即他们承诺遵守买方的诚信政策, 并且根据买方的要求, 不时接受买方或买方指定的第三方进行的现场检查或审计。买方可自行将本订单转让给任何第三方或关联方(定义见第 2.2(c) 节)。供应商特此同意此类转让。在遵守前款规定的情况下, 本订单对双方及其各自的继任人和受让人具有约束力, 并以他们为受益人。

17. ASSIGNMENT, SUBCONTRACTING AND CHANGE OF CONTROL. Supplier may not assign, delegate, subcontract or transfer (including by change of ownership or control by operation of Law or otherwise) this Order or any of its rights or obligations hereunder, including payment, without Buyer's prior written consent. Should Buyer grant consent to Supplier's assignment, Supplier shall ensure that such assignee shall be bound by the terms and conditions of this Order. Supplier shall advise Buyer of any Subcontractor to Supplier: (a) that shall have at its facility any parts, components or Products with Buyer's or any of its Affiliates' name, logo or trademark (or that shall be responsible to affix the same); and/or (b) 50% or more of whose output from a specific location is purchased by Buyer. In addition, Supplier shall obtain for Buyer written acknowledgement by such assignee or Subcontractor to Supplier of its commitment to act in a manner consistent with Buyer's integrity policies, and to submit to, from time to time, on-site inspections or audits by Buyer or Buyer's third party designee as requested by Buyer. Buyer may freely assign this Order to any third party or Affiliate (defined in Section 2.2 (c)). Supplier hereby gives its consent to such assignment. Subject to the foregoing, this Order shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

18. 遵守 GEHC 政策。 供应商确认, 其已阅读和理解《GE HEALTHCARE 供应商、承包商和顾问诚信指南》(“《指南》”), 详见 <https://www.gehealthcare.com/about/suppliers/requirements-and-training>。供应商同意在提供产品时完全遵守《指南》, 并且已与将进行本订单相关活动的分包商及供应商人员一起审阅(和/或在适当时将审阅)《指南》, 且已指示所有此类分包商及人员遵守《指南》。作为本订单的基本要素, 供应商应始终全权负责采取所有必要措施, 确保供应商、其分包商和人员遵守《指南》。供应商应遵守有关不当或非法付款和礼品或酬金的所有法律(包括《美国反海外腐败法》和《英国反贿赂法》), 并且供应商同意不会为了非法或不当促使作出与本订单相关的决定, 或非法或不当获得或保留与本订单相关的业务, 而直接或间接向任何人支付、承诺支付、赠送或授权支付任何金钱或任何有价值的物品。买方可能会不时更新其政策, 包括《指南》、《全球包装要求》、《GE Healthcare 商品政府采购附录》及 PDPA。

18. COMPLIANCE WITH GEHC POLICIES. Supplier acknowledges that it has read and understands the *GE HealthCare Integrity Guide for Suppliers, Contractors and Consultants* (“Guide”) located at <https://www.gehealthcare.com/about/suppliers/requirements-and-training>. Supplier agrees to fully comply with the Guide with regard to provision of the Products and has reviewed (and/or will review, as appropriate) the Guide with all Subcontractors and personnel of the Supplier who will be performing activities in connection with this Order, and has instructed all such Subcontractors and personnel to comply with the Guide. As an essential element of this Order, Supplier shall remain solely responsible to take all necessary measures to ensure Supplier, its Subcontractors and personnel comply with the Guide. Supplier shall act in a manner consistent with all Laws concerning improper or illegal payments and gifts or gratuities (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), and Supplier agrees not to pay, promise to pay, give or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order. Buyer may update its policies, including the Guide, the Global Packaging Requirements, the GE Healthcare Government Acquisition of Commercial Items Appendix and the PDPA, from time-to-time.

19. 遵守法律。

19. COMPLIANCE WITH LAWS.

19.1 一般规定。 供应商陈述、保证、证明并承诺(“承诺”), 其将遵守政府机构或主管部门发布的现行有效且在任何方面适用于本订单相关活动或产品或产品中包含的化学物质的生产、贴标、运输、进口、出口、许可、认证或批准的所有法律、条约、公约、协议、法规、条例、规范、标准、指令、命令和规则(统称为“法律”)以及《指南》。在不限制前述规定的情况下, 供应商承诺, 出售给买方的产品及其制造将遵守所有适用的药品和医疗器械法律, 包括美国食品药品监督管理局 (FDA)、美国核管理委员会 (NRC) 颁布的法规、《美国联邦法规》第 21 篇第 820 部分中规定的质量体系法规或相关司法管辖区的同等适用法律, 以及任何其他相关州和联邦法律, 以及产品销售所在国家/地区的任何类似国际法。

19.1 General. Supplier represents, warrants, certifies and covenants (“Covenants”) that it shall comply with all then-current laws, treaties, conventions, protocols, regulations, ordinances, codes, standards, directives, orders and rules issued by governmental agencies or authorities, which are applicable in any way to the activities relating to this Order or the manufacture, labeling, transportation, importation, exportation, licensing, certification, or approval of the Products or the chemical substances contained therein (collectively, “Law(s)”) and the Guide. Without limitation to the foregoing, Supplier Covenants that the Products sold to Buyer and their manufacture will comply with all applicable drug and medical device Laws, including regulations promulgated by the U.S. Food and Drug Administration (FDA), the U.S. Nuclear Regulatory Commission (NRC), the quality system regulations as set forth in 21 CFR part 820 or the equivalent applicable Law in the relevant jurisdiction, and any other relevant state and federal Laws, and any comparable international Laws in countries where the Products are sold.

19.2 环境、健康与安全。

19.2 Environment, Health and Safety.

(a) 一般规定。供应商承诺, 其应采取适当且必要的措施, 保护健康、安全与环境, 并已制定有效的要求, 确保其用于履行本订单项下工作的任何承包商遵守本订单第 19 节的规定。

(a) **General.** Supplier Covenants that it shall take appropriate actions necessary to protect health, safety and the environment and has established effective requirements to ensure any Subcontractors it uses to perform the work called for under this Order shall be in compliance with Section 19 of this Order.

(b) **材料内容与标签。** 供应商承诺, 构成产品或包含在产品中的每种化学物质或有害物质均适合使用和运输, 并且根据适用法律进行了妥善包装、标记、贴标、记录、运输和/或登记。供应商承诺, 除非买方明确书面同意, 否则任何产品均不包含《蒙特利尔议定书》、《关于持久性有机污染物的斯德哥尔摩公约》、《美国有毒物质管制法》、欧盟关于禁止使用有害物质的规定和 REACH 法规或相关司法管辖区的同等适用法律以及其他类似化学品法规限制或禁止的任何化学物质。根据买方的要求, 供应商应采用所有现有可用语言, 向买方

提供根据本订单提供的任何物质、制剂、混合物、合金或产品的安全数据表、化学成分（包括比例或纳米级属性），以及任何其他相关信息或数据。“有害物质”是指因可能对安全、健康或环境造成影响而根据适用法律进行管制的任何物质或材料。

(b) **Material Content and Labeling.** Supplier Covenants that each chemical substance or hazardous material constituting or contained in the Products is suitable for use and transport and is properly packaged, marked, labeled, documented shipped and/or registered under applicable Law. Supplier Covenants that none of the Products contains any chemicals that are restricted or otherwise banned under the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the U.S. Toxic Substances Control Act, the European Union’s Restrictions on Hazardous Substances and REACH legislation or the equivalent applicable Law in the relevant jurisdiction, and other comparable chemical regulations, unless Buyer expressly agrees in writing. Upon request from Buyer, Supplier shall provide Buyer with safety data sheets, the chemical composition, including proportions or nanoscale properties, of any substance, preparation, mixture, alloy or Products supplied under this Order and any other relevant information or data in all readily available languages. The term “hazardous material” as shall mean any substance or material regulated on the basis of potential impact to safety, health or the environment pursuant to applicable Law.

为确保买方可根据适用法律使用产品，例如第 1907/2006/EC 号法规 (“REACH”) 和欧盟第 2011/65/EU 号指令 (“RoHS 指令”)，供应商应：(i) 遵守买方的《供应商 REACH 指引》5396068GSP，以及 (ii) 买方关于零件和组件的供应商 RoHS 指令要求 5240305GSP，或相关司法管辖区的同等适用法律。若供应商或其任何分包商确定已向买方装运不符合产品，则供应商同意立即书面通知买方，并向买方提供不符合产品的识别码，并停止再装运不符合产品。

To ensure that Buyer may utilize the Products in compliance with applicable Laws, such as Regulation 1907/2006/EC (“REACH”) and EU Directive 2011/65/EU (“RoHS Directive”), Supplier shall: (i) comply with Buyer’s REACH Guidance for Suppliers 5396068GSP and (ii) RoHS Directive requirements for Suppliers of Buyer Part and Assemblies 5240305GSP, or the equivalent applicable Law in the relevant jurisdiction. Supplier agrees to notify Buyer immediately in writing should it or any of its Subcontractors determine that non-compliant Products have been shipped and to provide Buyer with the identification number(s) of the non-compliant Products and stop shipping non-compliant Products.

19.3 **分包商沿用美国政府合同。** 若买方从供应商处采购的产品是为了支持美国政府最终客户或由美国政府全部或部分资助的最终客户，则《GE Healthcare 商业项目美国政府采购附录》的下列附加条款应适用于本订单；买方可不时更新或修订这些条款，详见 <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>。供应商确认，其已审阅此类附录，同意遵守此类适用条款，并承诺其未被宣布为无资格与美国政府或美国政府全部或部分资助的最终客户订立合同。供应商同意遵守经公法 101-189 第 814 节修订的《联邦采购政策办公室法案》第 27 节（《美国法典》第 41 编第 423 节）的要求，以及《联邦采购条例》第 3.104 节中规定的实施条例，并且对于因供应商或其分包商违反上述法案或条例而给买方造成的任何费用和责任，供应商同意向买方做出赔偿。

19.3 **Subcontractor Flow-downs for U.S. Government Contracts.** Where the Products being procured by Buyer from Supplier are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government, the following additional terms in the *GE Healthcare Government Acquisition of Commercial Items Appendix*, which may be updated or modified by Buyer from time to time and which is located at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>, shall apply to this Order. Supplier acknowledges it has reviewed such Appendix and agrees to comply with such terms if applicable and Covenants that it has not been declared ineligible to contract with the U.S. Government or an end customer funded in whole or part by the U.S. Government. Supplier agrees to comply with the requirements of section 27 of the “Office of Federal Procurement Policy Act” (41 U.S.C. 423), as amended by section 814 of Public Law 101-189, and with the implementing regulations contained in FAR 3.104, and agrees to indemnify Buyer for any costs and liabilities incurred by Buyer as a result of violations of the act or regulations by Supplier or its Subcontractors.

19.4 **进出口合规（若适用）。**

19.4 **Import & Export Compliance (if applicable).**

(a) **一般规定。** 供应商承诺，其熟知所有适用的出口、出口管制、海关和进口法律，并且应遵守此类法律以及买方提供的任何指令和/或政策。这应包括取得所有必要的清关手续、进出口许可证以及此类许可证的豁免，并向相关政府机构进行所有适当的海关申报、备案和通知，包括披露向海外目的地或外国人提供服务以及发运或转移产品、硬件、软件和技术的相关信息。供应商承诺，除非适用法律明确允许，否则其不会促使或允许出口、转运、再出口或以其他方式转移买方提供的与本订单相关的任何产品、技术数据、软件或其直接产物。供应商承诺，其未被任何政府机构暂停、禁止出口或被宣布不具备出口资格。若供应商被任何政府机构暂停、禁止出口或被宣布不具备出口资格，买方可立即终止本订单，且不对供应商承担任何责任。

(a) **General.** Supplier Covenants that it is knowledgeable regarding all applicable export, export control, customs and import laws and shall comply with such laws and any instructions and/or policies provided by Buyer. This shall include securing all necessary clearance requirements, export and import licenses and exemptions from such licenses, and making all proper customs declarations and filings with and notifications to appropriate governmental bodies, including disclosures relating to the provision of services and the release or transfer of Products, hardware, software and technology to foreign destinations or nationals. Supplier Covenants that it shall not cause or permit any Products, technical data, software or the direct product thereof furnished by Buyer in connection with this Order to be exported, transshipped, re-exported or otherwise transferred except where expressly permitted by applicable Law. Supplier Covenants that it is not suspended, debarred or declared ineligible to export by any government entity. If Supplier is suspended, debarred or declared ineligible by any government entity, Buyer may terminate this Order immediately without liability to Buyer.

(b) **贸易管制。**

(b) **Trade Restrictions.**

(i) 供应商承诺, 其不会从下列各方获取或向下列各方出售、分销、披露、发布、接收或以其他方式转移根据本订单提供的任何物品或技术数据: (1) 任何被美国国务院指定为“支持恐怖主义的国家”(简称“SST”), (2) 位于 SST 国家的任何实体或归位于 SST 国家的实体拥有的任何实体, 或 (3) 任何被列入美国财政部发布的“特别指定国民与禁止人员”名单的个人或实体。无论此类交易是否符合当地法律规定, 本条款均应适用。

(i) Supplier Covenants that it shall not source from or otherwise sell, distribute, disclose, release, receive or otherwise transfer any item or technical data provided under this Order to or from: (1) any country designated as a “State Sponsor of Terrorism” or “SST” by the U.S. Department of State, (2) any entity located in, or owned by an entity located in a SST country, or (3) any person or entity listed on the “Specifically Designated Nationals and Blocked Persons” list maintained by the U.S. Department of Treasury. This clause shall apply regardless of the legality of such a transaction under local Law.

(ii) 买方可出于商业原因, 不时撤销和/或限制其在某些司法管辖区、地区、地域和/或国家的业务交易。因此, 在遵守适用法律的情况下, 供应商特此同意, 除非取得相关许可, 否则其在本订单项下向买方供应的任何产品, 均不会直接或间接来自买方已向供应商指明的任何此类司法管辖区、地区、地域和/或国家。

(ii) Buyer may, from time to time and for business reasons, withdraw from and/or restrict its business dealings in certain jurisdictions, regions, territories and/or countries. Thus, subject to applicable Law, Supplier hereby agrees not to supply any Products to Buyer under this Order that are sourced directly or indirectly from any such jurisdiction, region, territory and/or country identified to Supplier by Buyer, unless an appropriate license is obtained.

(c) 贸易救济法律。

(c) Trade Remedy Laws.

(i) 根据适用的海关/进口法律和法规, 供应商同意在每件产品并且在适当/适用情况下在产品包装、标签或发票上标记产品的原产国(制造国)。供应商还应根据要求, 向买方提供可接受且可审计的文件, 以证明本订单项下提供的所有产品的原产国, 包括但不限于原产地证明。供应商保证原产国声明的准确性, 包括但不限于原产地证明, 因此买方可以依赖任何原产国声明来确定是否符合自由贸易协定项下的优惠关税资格。若供应商随后撤销此类原产国声明, 则对于因自由贸易协定申报资格而产生的或与之相关的任何额外关税、费用以及其他成本或开支, 供应商同意在法律允许的范围内, 向买方做出赔偿、为其提供抗辩并使其免受损害。

(i) Supplier agrees to mark each Product and, as appropriate/applicable, Product packaging, labels, or invoices with the country of origin (manufacture) for the Product, in accordance with applicable customs/import laws and regulations. Supplier shall also provide Buyer, upon request, acceptable and auditable documentation establishing country of origin for all Products provided under this Order, including without limitation, certifications of origin. Supplier warrants the accuracy of its declarations of origin, including but not limited to certificates of origin, such that Buyer can rely on any origin declarations to determine eligibility for preferential duty under free trade agreements. If Supplier subsequently revokes such declaration of origin, Supplier agrees, to the extent permitted by law, to indemnify, defend and hold Buyer harmless from and against any additional customs duty, fees, and other costs or expenses arising out of or in connection to any declared eligibility for a free trade agreement.

(ii) 供应商承诺, 根据本订单向买方出售的任何产品均不会被征收反倾销税或反补贴税。供应商承诺, 本订单项下进行的所有销售活动, 均不会根据产品可能出口至的任何国家/地区的法律而被征收新的反倾销税或反补贴税或其他关税, 包括贸易争端相关关税或作为“免责条款”中的救济的关税。若任何司法管辖区对本订单项下的产品征收此类关税, 则买方可向供应商发出书面通知后立即终止本订单, 无需对供应商承担任何责任。

(ii) Supplier Covenants that no Products sold to Buyer hereunder are subject to antidumping or countervailing duties. Supplier Covenants that all sales made hereunder shall be made in circumstances that shall not give rise to the imposition of new antidumping or countervailing duties or other duties or tariffs including, in connection with a trade dispute or as a remedy in an “escape clause”, under the Law of any countries to which the Products may be exported. If any jurisdiction imposes such duties or tariffs on Products subject to this Order, Buyer may terminate this Order immediately upon written notice to Supplier without liability to Buyer.

(d) 国际运输。若产品跨越国界, 则供应商应根据适用的《国际贸易术语解释通则》办理通关手续, 并提供出口申报单以及商业/形式发票。发票应采用英语和目的国语言, 并且应包含下文第 19.4(e) 节所述的信息。此外, 买方出于履行本订单的目的向供应商提供的且未包含在购买价格中的所有订单产品, 应在发票上单独列明(例如委托加工材料、工具、无偿商品等)。每张发票还应包含任何委托加工产品的任何备注信息, 并应标示在确定发票价值时使用的基价折扣、抵扣或回扣。

(d) International Shipments. If Products cross an international border, Supplier shall perform customs clearance as per the applicable Incoterm and provide a copy of the export declaration together with the commercial/pro forma invoice. The invoice shall be in English and the language of the destination country, and shall include the information noted in Section 19.4(e) below. Furthermore, all Products provided by Buyer to Supplier for the performance, and not included in the purchase price, of the Order shall be identified separately on the invoice (e.g., consigned materials, tooling, free issue goods, etc.). Each invoice shall also include any reference information for any consigned Products and shall identify any discounts, credits or rebates from the base price used in determining the invoice value.

(e) 运输/文件要求。对于每批装运货物, 供应商应提供 (1) 包含第 3.3 节规定的所有信息的装箱单; (2) 包含下文规定的所有信息的商业或形式发票; 以及 (3) 产品进口所需的所有必要安全相关信息。商业/形式发票应包括: (i) 买方和供应商各自知晓交易的代表的姓名和电话号码; (ii) 买方订单号; (iii) 订单行项; (iv) 零件号; (v) 版本号(若为“总括订单”); (vi) 商品的详细描述; (vii) 数量; (viii) 以交易货币表示的购买单价, 包括任何增加价值, 包括与销售相关的附加费、保险费、资助或佣金; (ix) 交易中使用的 Incoterms® 2020; (x) 指定交货地点; 以及 (xi) 产品的“原产国”(包括符合优惠关税条款的产品原产地证明, 若适用) 和发货国的海关关税号码, 这两项均需根据海

关法律予以确定；适用的国家出口管制编号；且若产品受美国出口法规管辖，还应包括 ECCN 或 ITAR 分类编码和统一关税编码。若产品包含美国部件，则供应商还应根据买方要求，向买方提供美国部件价值占产品价格百分比的详细信息。

(e) **Shipping/Documentation Requirements.** With each shipment, Supplier shall provide (1) a packing list containing all information specified in Section 3.3; (2) a commercial or pro forma invoice containing all information specified below; and (3) all required security-related information needed to import the Products. The commercial/pro forma invoice shall include: (i) contact names and telephone numbers of representatives of Buyer and Supplier who have knowledge of the transaction; (ii) Buyer's order number; (iii) order line item; (iv) part number; (v) release number (in the case of a "blanket order"); (vi) detailed description of the merchandise; (vii) quantity; (viii) unit purchase price in the currency of the transaction, including any additions to the value, including surcharges, premiums, assists or commissions that are pertinent to the sale; (ix) Incoterms® 2020 used in the transaction; (x) the named place of delivery; and (xi) both "country of origin" of the Products (including certifications of origin for Products qualifying for preferential duty provisions, as applicable) and customs tariff numbers of the country of consignment, as each are determined under customs law; the applicable national export control numbers; and if the Products are subject to U.S. export regulations, ECCN or ITAR classifications and Harmonized Tariff numbers. Where Products contain U.S. components, Supplier will also provide Buyer with details of the United States content value as a percentage of the price of the Products upon Buyer's request.

(f) **特惠贸易协定/关税退税.** 若产品应交付至与供应商国家/地区订立了特惠贸易或关税同盟协定（“**贸易协定**”）的国家/地区，则供应商应配合买方，审查产品是否符合任何有利于买方的特殊关税计划，并向买方提供任何所需文件，包括支持相关特殊关税计划或贸易协定的声明或原产地证明，以便让进入目的国的产品享受免税或减税待遇。若供应商是本订单项下采购的任何产品（包括其任何零部件）的登记进口商，则供应商应根据买方要求，向买方提供所有必要的海关文件，以便买方申请并获得关税退税。同样，若在本订单履行期间的任何时候出台了适用于本订单且据买方判断对买方有利的任何贸易协定或特殊关税计划，则供应商应配合买方，以实现任何此类可享受的优惠，包括可能因本订单而产生的对销贸易或抵消信贷价值，并且供应商确认此类优惠和利益应仅以买方为受益人。若供应商获悉存在任何文件错误和/或产品原产地发生任何变化，则应立即通知买方。对于因供应商文件不准确或未及时予以配合而产生的任何成本、罚金、罚款或收费，供应商应向买方做出赔偿。

(f) **Preferential Trade Agreements/Duty Drawback.** If Products shall be delivered to a destination country having a trade preferential or customs union agreement (“**Trade Agreement**”) with Supplier's country, Supplier shall cooperate with Buyer to review the eligibility of the Products for any special program for Buyer's benefit and provide Buyer with any required documentation, including declarations or certificates of origin to support the applicable special customs program or Trade Agreement to allow duty free or reduced duty for entry of Products into the destination country. If Supplier is the importer of record for any Products purchased hereunder, including any component parts thereof, upon Buyer's request, Supplier shall provide Buyer with all necessary customs documentation to enable Buyer to file for and obtain duty drawback. Similarly, should any Trade Agreement or special customs program applicable to this Order be introduced at any time during the Order performance and be of benefit to Buyer, in Buyer's judgment, Supplier shall cooperate with Buyer's efforts to realize any such available credits, including counter-trade or offset credit value which may result from this Order, and Supplier acknowledges that such credits and benefits shall inure solely to Buyer's benefit. Supplier shall promptly notify Buyer of any known documentation errors and/or changes to the origin of Products. Supplier shall indemnify Buyer for any costs, fines, penalties or charges arising from Supplier's inaccurate documentation or untimely cooperation.

19.5 **分包商沿用.** 供应商承诺，其已在其为履行本订单而订立的所有分包合同中规定了与本订单所述承诺基本相同的要求。

19.5 **Subcontractor Flowdown.** Supplier covenants that it has included requirements substantially similar to the covenants in this Order in all subcontracts it enters into related to the fulfillment of this Order.

20. 业务连续性规划和供应链安全。

20. BUSINESS CONTINUITY PLANNING AND SUPPLY CHAIN SECURITY.

20.1 **业务连续性规划.** 供应商应制定、维护并向买方免费提供一份业务连续性计划（“**BCP**”），并且根据买方或其指定第三方的要求，供应商应提供一份书面 BCP，阐述供应商内部应急方案，以确保在供应商或其任何分包商无法向买方提供产品时，可以保证供应的连续性。供应商的 BCP 至少应规定：(a) 数据和文档的保管和恢复；(b) 获取恢复生产所需的资源；(c) 适当的连续性计划，以便在发生破坏性事件时可以维持供应产品所需的充足人员配备；(d) 紧急情况下立即启动有序响应的程序；(e) 应对供应商供应链潜在中断情况的程序；(f) 发生 BCP 触发中断事件时立即通知买方的明确上报程序；以及 (g) 对负责监控和维护供应商连续性计划和记录的供应商主要人员进行的培训。供应商至少应每年测试一次 BCP。若 BCP 发生任何变更，供应商应立即通知买方。若供应商对 BCP 实施此类变更可能造成供应中断，则供应商应尽一切商业合理努力，确保产品供应的连续性。

20.1 **Business Continuity Planning.** Supplier shall prepare, maintain and provide, at no additional cost to Buyer, a Business Continuity Plan (“**BCP**”), and upon Buyer's or its designated third party's request, Supplier shall provide a written BCP that outlines Supplier's internal contingency arrangements to ensure continuity of supply if Supplier or any of Supplier's Subcontractors are unable to provide Products to Buyer. Supplier's BCP shall, at a minimum, provide for: (a) the retention and retrieval of data and files; (b) obtaining resources necessary for recovery; (c) appropriate continuity plans to maintain adequate levels of staffing required to provide the Products as well as services during a disruptive event; (d) procedures to activate an immediate, orderly response to emergency situations; (e) procedures to address potential disruptions to Supplier's supply chain; (f) a defined prompt escalation process for notification of Buyer in the event of a BCP-triggering interruption; and (g) training for key Supplier personnel who are responsible for monitoring and maintaining Supplier's continuity plans and records. Supplier shall test the BCP at least annually, and Supplier will immediately notify Buyer of any changes to the BCP. Supplier will use all commercially reasonable efforts to ensure continuity of supply of Products to the extent the implementation of such changes in Supplier's BCP could cause a disruption in supply.

21. 适用法律和争议解决。

21. GOVERNING LAW AND DISPUTE RESOLUTION.

21.1 适用法律. 本订单在所有方面均适用中华人民共和国实体法并据其解释, 排除冲突法条款。双方约定, United Nations Convention on Contracts for the International Sale of Goods (《联合国国际货物销售合同公约》) 不适用。

21.1 Governing Law. This Order shall in all respects be governed by and interpreted in accordance with the substantive law of the People's Republic of China, excluding its conflicts of law provisions. The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

21.2 争议解决. 因本订单而产生的或与之相关的任何争议 (“争议”) 应在北京由中国国际经济贸易仲裁委员会根据其仲裁规则通过仲裁最终裁决。仲裁裁决应为最终决定, 对买方和供应商均有约束力, 并且双方特此放弃上诉至任何法院要求修订或修改仲裁裁决的权利。

21.2 Dispute Resolution. Any dispute arising out of or in connection with this Order (“Dispute”) shall be finally settled by arbitration in Beijing by the China International Economic and Trade Arbitration Commission in accordance with its arbitration rules. The award shall be final and binding on both Buyer and Supplier, and the parties hereby waive the right of appeal to any court for amendment or modification of the arbitrators' award..

22. 电子商务. 供应商同意参加买方当前和未来的电子商务应用和计划。就本订单而言, 双方在此类应用或计划内发送的每一条电子消息均应视为: (a) “书面”形式; (b) “已签字” (按照下文方式); 以及 (c) 在通过正常业务过程中创建和维护的电子文档或记录打印时视为原始业务记录。双方明确放弃以“反欺诈法”或任何其他证据法或规则要求经签字的书面协议为由, 拒绝承认任何此类电子消息的合法性、有效性或可执行性的权利。任何此类电子文件均可视同以纸质形式创建和维护的商业记录, 可在双方之间的任何法律程序中作为实质证据引入。任何一方均不得以任何理由拒绝采纳任何此类电子文件。任何一方在任何此类电子消息上标示姓名或其他标识符, 即表示该方意图以其签名来签署此消息, 并认同消息内容。每一条此类消息的效力应根据电子消息内容和中华人民共和国适用法律确定, 但不包括要求协议应经签字或与本节规定相冲突的任何法律。

22. ELECTRONIC COMMERCE. Supplier agrees to participate in Buyer's current and future electronic commerce applications and initiatives. For purposes of this Order, each electronic message sent between the parties within such applications or initiatives shall be deemed: (a) “written” and a “writing”; (b) “signed” (in the manner below); and (c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the validity, effectiveness or enforceability of any such electronic message on the grounds that a “statute of frauds” or any other law or rule of evidence requires written, signed agreements. Any such electronic documents may be introduced as substantive evidence in any proceedings between the parties as business records as if originated and maintained in paper form. Neither party shall object to the admissibility of any such electronic document for any reason. By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature attributed to the message content. The effect of each such message shall be determined by the electronic message content and by applicable Law of People's Republic of China, excluding any such law requiring signed agreements or otherwise in conflict with this Section.

23. 独立承包商/与服务相关的附加条款。

23. INDEPENDENT CONTRACTORS/ADDITIONAL SERVICE-RELATED PROVISIONS.

23.1 独立承包商. 买方和供应商之间是独立承包商的关系。本订单中的任何内容均不得解释或解读为在买方和供应商或供应商人员 (就本第 23 节而言, 还应包括供应商分包商的任何人员) 建立雇主和员工关系。买方无权直接或间接控制供应商人员的雇佣条款和条件。在适当时, 买方向供应商提供项目最终目标方面的指导。供应商应确保其人员遵守本订单中的条款和政策, 并确保他们具备必要知识、培训经历和能力, 能够根据适用法律和法规胜任本订单项下的工作。若买方自行判断, 任何供应商人员缺乏此类知识、培训经历或能力, 买方有权拒绝或立即禁止此类人员履行本订单项下工作。供应商人员无权代表买方订立任何协议, 或做出任何财务或其他承诺。

23.1 Independent Contractor. The relationship of Buyer and Supplier is that of independent contractors. Nothing in this Order shall be interpreted or construed as creating or establishing the relationship of employer and employee between Buyer and Supplier or Supplier personnel (which for purposes of this Section 23, shall also include any personnel of Supplier's Subcontractors). Buyer has no right to control directly or indirectly the terms and conditions of the employment of Supplier personnel. As appropriate, Buyer shall give direction as to the ultimate objective of the project to the Supplier. The Supplier shall ensure that its personnel adhere to the terms and policies in this Order and that they have the requisite knowledge, training and ability to perform work under this Order competently and in accordance with applicable Laws and regulations. Buyer shall have the right to reject or have removed immediately from the performance of work hereunder any Supplier personnel who, in Buyer's sole judgment, lack such knowledge, training or ability. Supplier's personnel are not authorized to enter into any agreements or to make any commitments financial or otherwise on behalf of Buyer.

23.2 在买方和买方客户场所工作. 供应商全体人员在买方或买方客户场所、地点、设施或工作现场 (各称为“买方场所”) 工作时, 应当遵守相关现场规章、要求以及人员行为规则, 包括安全和安保要求。供应商应始终负责保证自身及其人员遵守上述所有规定。供应商人员在买方场所时, 买方或其客户有权勒令供应商 (包括任何人员) 离开买方场所。供应商应立即安排具备必要技能和经验的人员, 替换所有被开除或违反任何前述规章、规则和/或要求的人员, 买方或其客户对此不承担任何费用。若供应商或其任何人员在买方现场或附近开展本订单项下的任何活动, 则对于因下列事项而可能引起的任何和所有法律或衡平法诉讼、法律行动或法律程序, 以及任何和所有索赔、要求、损失、判决、罚金、罚款、损害、成本、费用或责任, 供应商应为买方、其关联方及其各自的客户, 以及其各自的董事、高管、雇员、代理人、代表、继任人和受让人进行抗辩, 向其做出赔偿, 免除其责任, 并使其免受损害: (a) 任何供应商人员受伤或死亡, (b) 任何供应商人员财产受损, 或 (c) 供应商和/或供应商其他人员拥有或控制的设备、场所和/或财产引发的任何性质的环境索赔, 无论此类受伤、死亡或损害是如何造成的, 无论是由任何一方或第三方的疏忽、场所条件还是其他原因造成或被指控造成的。

23.2 Work on Buyer's and Buyer Customer Premises. All Supplier personnel will be subject to and will conform to the applicable site regulations, requirements and rules governing conduct of personnel while at Buyer's or its customer's premises, location, facility or work site (each a "Buyer Site"), including safety and security requirements. Supplier is responsible at all times for its, as well as its personnel's, compliance with all of the foregoing. When Supplier's personnel are at a Buyer Site, Buyer or its customers will have the right to remove Supplier, including any personnel, from its premises. At no cost to Buyer or Buyer's customers, Supplier will immediately replace any and all personnel that are removed or violate any of the foregoing regulations, rules, and/or requirements with personnel possessing requisite skills and experience. If any portion of the activities under this Order is performed by Supplier or any member of the Supplier personnel in, on or near a Buyer Site, Supplier shall defend, indemnify, release and hold harmless Buyer, its Affiliates and its or their customers, and its and their directors, officers, employees, agents, representatives, successors and assigns from and against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, or liabilities, which may arise in any way out of (a) injury to or death of any of the members of the Supplier personnel, (b) damage to the property of any of the members of the Supplier personnel, or (c) any environmental claim of whatsoever nature emanating from the equipment, premises and/or property of, or under the control of, Supplier and/or other members of the Supplier personnel, however such injury, death or damage may be caused, whether caused or alleged to be caused by the negligence of any party or third party, the conditions of the premises or otherwise.

23.3 背景调查。在适用法律允许的范围并且在取得供应商人员的适当书面授权后, 供应商应委托经授权的背景调查机构, 根据《GE HealthCare 背景调查指引》(详见 <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>) 开展背景调查, 之后方可: (a) 派驻任何供应商人员前往任何买方场所履行服务(为清楚起见, "派驻"不包括定期考察或访问买方场所); (b) 允许供应商人员访问买方网络; (c) 指派供应商人员履行直接涉及买方场所安全运营或安保且处理不当就可能造成严重环境、健康或安全危害的职责; 或 (d) 指派供应商人员前往完全被列为"安全敏感"的买方场所, 即使相关工作职责在其他环境履行时并不具备安全敏感性。

23.3 Background Checks. To the extent permissible by applicable Law and after securing appropriate written authorization from Supplier personnel, Supplier shall, through the utilization of an authorized background checking agency, perform background checks pursuant to the *GE HealthCare Guidelines for Background Checking* located at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> prior to: (a) stationing any Supplier personnel to perform services at any Buyer Site (for clarity, "stationing" shall not include periodic attendance or visits to a Buyer Site); (b) granting Supplier personnel access to Buyer networks; (c) assigning Supplier personnel to duties that are directly related to the safe operation or security of a Buyer Site, which, if not performed properly, could cause a serious environmental, health or safety hazard; or (d) assigning Supplier personnel to a Buyer Site that is designated in its entirety as "security sensitive," even though the work responsibilities, if performed in another context, would not be security sensitive.

24. 其他。本订单以及通过引用明确纳入本订单的文件, 构成双方关于本订单标的事项的完整、唯一和最终协议, 并取代双方之前或同期的任何书面或口头协议。先前的任何交易和贸易惯例均与本订单含义的确定无关, 即使接受方或默许方知晓履行和反对机会。因违反本订单而产生的任何索赔或权利不得通过弃权书或放弃书被免除, 但有对价支持且受害方以书面形式签字的情况除外。任何一方未能执行本订单任何条款不应视为该方放弃此类条款, 或放弃日后执行此类条款的权利。买方在本订单项下的权利和救济是对法律、合同或衡平法规定的任何其他权利和救济的补充, 并且买方可单独、选择、连续或同时行使所有此类权利和救济。"包括"是指并应解释为"包括但不限于"。本订单任何条款或段落的无效性不影响此类条款或段落其余部分的有效性, 亦不影响任何其他条款或段落的有效性, 此类其余部分或其他条款或段落应继续完全有效。应按最能反映买方和供应商原始意图的合法解释来解释任何被视为无效的条款或段落。本订单中据其性质或效力应当或意图在本订单终止或届满后得到遵守、保留或履行的所有规定或义务应继续有效, 并且始终对双方、其继任人(包括合并后的继任人)和许可受让人具有约束力并以他们为受益人, 包括本订单第 2.2(c) 节、第 2.3 节、第 6 节、第 7 节、第 8 节、第 11 节、第 12 节、第 13 节、第 14 节、第 15 节、第 16 节、第 18 节、第 19 节、第 21 节、第 22 节和第 24 节。

24. MISCELLANEOUS. This Order, with documents as are expressly incorporated herein by reference, is intended as a complete, exclusive and final expression of the parties' agreement with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. No course of prior dealings and no usage of the trade shall be relevant to determine the meaning of this Order even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. No claim or right arising out of a breach of this Order can be discharged by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provision hereof shall not be construed to be a waiver of such provision or the right of such party thereafter to enforce such provision. Buyer's rights and remedies in this Order are in addition to any other rights and remedies provided by Law, contract or equity, and Buyer may exercise all such rights and remedies singularly, alternatively, successively or concurrently. The term "including" shall mean and be construed as "including, but not limited to" or "including, without limitation". The invalidity of any section or paragraph of this Order shall not affect the remainder of such section or paragraph or any other section or paragraph, which shall continue in full force and effect. Any section or paragraph deemed invalid will be given a lawful interpretation that most closely reflects the original intention of Buyer and Supplier. All provisions or obligations in this Order, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Order shall survive and remain binding upon and for the benefit of the parties, their successors (including successors by merger) and permitted assigns including Sections 2.2(c), 2.3, 6, 7, 8, 11, 12, 13, 14, 15, 16, 18, 19, 21, 22 and 24 of this Order.

本文件采用中英文编写, 若两种语言版本存在任何不一致之处, 应以英文版本为准。

This document is written in both English and Chinese languages, and the English version shall prevail in case of any discrepancy between two versions.