

GENERAL TERMS OF PURCHASE (« GTP »)

通用采购条款（《GTP》）

1. PURPOSE

目的

Subject to any Particular Terms of Purchase agreed between the Purchaser and the Supplier, these General Terms of Purchase (“GTP”) determine the terms and conditions applicable to the supply of goods, equipment, or parts (the “Goods”) or the performance of services (the “Services”) by the supplier (hereinafter the “Supplier”) to the company issuing the Order (the “Purchaser”), which shall be one of the following:

ROQUETTE CHINA CO., LTD., having its registered office at No. 23 Zhenxing Road, Songtiao Industrial Zone, Lianyungang Economic and Technological Development Zone, Jiangsu Province,

ROQUETTE BIOLOGICAL NUTRITION (WUHAN) CO., LTD., having its registered office at No.2 Zhangbai Road, Dongxihu District, Wuhan, Hubei Province,

LIANYUNGANG JIENENG NEW ENERGY CO., LTD., having its registered office at No. 23 Zhenxing Road, Songtiao Industrial Zone, Lianyungang Economic and Technological Development Zone, Jiangsu Province,

GUANGXI NANNING CHEMICAL PHARMACEUTICAL CO., LTD., having its registered office at Nanning Economic and Technological Development Zone, No. 8 Pengzhan Road, Nanning, Guangxi Province,

ROQUETTE MANAGEMENT(SHANGHAI) CO., LTD., having its registered office at 13F, No.980 Jinshajiang Road, Putuo District, Shanghai,

ROQUETTE SALES (SHANGHAI) CO., LTD., having its registered office at 14F, No.980 Jinshajiang Road, Putuo District, Shanghai,

OR,

ROQUETTE HEALTH AND PHARMACEUTICAL(SHANGHAI) CO., LTD., having its registered office at Room 4957, 1st Floor, Building 8, 33 Guangshun Road, Changning District, Shanghai.

All entities being incorporated under the laws of People's Republic of China.

在不影响采购方和供应商之间商定的任何特别采购条款的前提下，本通用采购条款及其附录（“GTP”）确定了适用于供应商（下称“供应商”）向发出订单的公司（“采购方”）供应货物、设备、零件（“货物”）或提供服务（“服务”）的条款和条件。该采购方应为以下公司之一：

罗盖特（中国）营养食品有限公司，其注册地址为江苏连云港经济技术开发区宋跳工业区振兴路 23 号；

罗盖特生物营养品（武汉）有限公司，其注册地址为湖北省武汉市东西湖区张柏路 2 号；

连云港杰能新能源有限公司，其注册地址为江苏连云港经济技术开发区宋跳工业区振兴路 23 号；

广西南宁化学制药有限责任公司，其注册地址为广西省南宁市朋展路 8 号南宁经济技术开发区工业园；

罗盖特管理（上海）有限公司，其注册地址为上海市普陀区金沙江路 980 号 13 楼；

罗盖特贸易（上海）有限公司，其注册地址为上海市普陀区金沙江路 980 号 14 楼；

罗盖特健康医药（上海）有限公司，其注册地址为上海市长宁区广顺路 33 号 8 幢 1 层 4957 室。

以上各公司均为依据中华人民共和国法律成立的有限责任公司。

The Purchaser and the Supplier are hereinafter referred to as individually the “Party” and collectively the “Parties”. When the Purchaser acts on behalf of its Affiliates, it is merely to simplify the signature of an Agreement, and the Purchaser shall, in no event be responsible or liable for any action or omission of any of its Affiliates.

采购方和供应商在下文中单称“一方”，统称“双方”。当采购方代表其关联方行事时，仅是为了简化协议的签署，且采购方在任何情况下均不对其任何关联方的任何作为或不作为负责或承担责任。

2. CONTRACTUAL DOCUMENTS

合同文件

2.1 The entire agreement between the Parties shall consist of the following documents, which are hereby incorporated by reference into the Agreement and each Order, and which are listed in order of precedence in the event of a conflict between them (the “Agreement”):

双方之间的完整协议应由以下文件构成。下列文件通过援引方式构成本协议及每一份订单不可分割的组成部分，并在发生冲突时按其优先顺序排列（统称为“本协议”）：

- the Particular Terms of Purchase and its appendices if any,
- 《特别采购条款》及其附录（如有），
- the GTP,
- GTP,
- the Specifications to the extent that they are incorporated into the Particular Terms of Purchase or into an Order either by reference or as an attachment, and only to the extent that they are technical specifications, not commercial or legal provisions,
- 技术规范，但仅限于其通过引用方式或作为附件被纳入《特别采购条款》或订单之范围内，且亦仅限于其属于技术性规范的部分，不包括任何商业性或法律性条款。
- The Supplier Quality Agreement if any,
- 《供应商质量协议》（如有）
- Roquette’s policies and procedures for onsite services, including the Charter for External Contractors if applicable,
- 罗盖特关于现场服务的相关政策及程序，包括《外部承包商行为准则》（如适用）；
- The Code (as defined herein),
- 《准则》（定义见本协议）；
- Supplier’s insurance certificate, and

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- 供应商的保险证明文件，和
- the Orders.
- 订单

2.2 All documents other than those mentioned in article 2.1 shall not be applicable between the Parties, unless otherwise specified in the Particular Terms of Purchase or in the Order. Any reference to any of Supplier's specifications, bid, proposal, offer or quote in the Agreement or an Order shall mean and include only the price, schedule, quantity, and technical terms of Supplier's specifications, bid, proposal, offer or quote, as applicable, and expressly excludes any of Supplier's general terms and conditions.

第2.1条所述文件外的所有文件均不适用于双方，除非特别采购条款或订单中另有规定。本协议或任何订单中凡提及供应商的技术规范、投标文件、建议书、要约或报价的，仅应理解为且仅包括其中的价格、进度、数量及技术条款（视情况而定），并明确排除供应商的任何一般条款和条件。

2.3. Any modification to the Agreement must be in writing and shall be in the form of an addendum or an amendment. 对本协议的任何修改必须采用书面形式，并应采用附录或修订的形式。

3. DEFINITIONS

定义

3.1. **"Affiliate"** means any company directly or indirectly (a) owning or/and controlling a Party or (b) controlled by a Party or (c) under common control with this Party, where "own" means direct or indirect ownership of 50% or more of the equity shares, and "control" means direct or indirect ownership of 50% or more of the voting rights.

"关联方"是指直接或间接(a)拥有或/和控制一方，或(b)由一方控制，或(c)与该方受共同控制的任何公司，其中“拥有”

是指直接或间接拥有 50%或以上股权，“控制”是指直接或间接拥有 50%或以上表决权。

3.2 **"Force Majeure"** is defined as any event which cause arose after the effective date of the Agreement and which was beyond the control, unforeseeable at the time of the effective date of the Agreement, and without the fault or negligence, of either Party, and which could not be prevented or avoided by appropriate measures.

"不可抗力"是指在本协议生效日期后发生的、在本协议生效日期无法控制且无法预见的、非任何一方的过错或疏忽造成的、且无法通过适当措施预防或避免的任何事件。

3.3. **"Intellectual Property Rights"** means all rights, registered or not, including copyrights and neighboring rights (including rights in software and databases), rights to inventions, patents, patent applications, utility models, trademarks, trademarks applications, designs, patent designs, sui generis rights of database producers, domain names, rights in legal names, trade names and brands, formulas, processes, knowledge, methods, algorithms, specifications, data, rights related to know-how, trade secrets, commercial and industrial secrets, all property rights attached to the above-mentioned rights or any form of similar protection worldwide.

"知识产权"是指所有已注册或未注册的权利，包括著作权及其邻接权（包括软件和数据库权利）、发明、专利、专利申请、实用新型、商标、商标申请、外观设计、专利设计、数据库生产者的特殊权利、域名、法定名称、商品名称和品牌、配方、工艺、知识、方法、算法、规格、数据、与专有技术、商业秘密有关的权利、商业和工业秘密、附属上述权利的一切财产权或在世界范围内的任何形式的类似保护。

3.4. **"Order"** means any and all purchase order(s) and amendments thereto, placed by the Purchaser under these GTP, providing without limitation the description (quality

and quantity) of the Services and/or of the Goods, the date and place of Delivery of the Goods or performance of the Services. An Order may be composed of an open order associated with call ups, in which case, the call ups will specify the quantities and Delivery/performance dates for the Goods and/or the Services. The open order is not binding for the Purchaser on quantity and/or financial commitments. However, the Supplier shall be able to perform and/or produce and deliver a quantity of Goods and/or Services in line with the open order (the "Guaranteed Capacity").

"订单"是指采购方在本 GTP 项下发出的任何及所有采购订单及其修订，其中包括（但不限于）对服务和/或货物的描述（质量和数量）、货物交付的日期和地点或提供的服务。订单可由与催单相关的开放订单组成，在这种情况下，催单应指定货物和/或服务的数量和交付/提供日期。就数量和/或财务承诺，开放订单对采购方不具有约束力。但是，供应商应能够按照开放订单提供和/或生产并交付一定数量的货物和/或服务（“保证产能”）。

3.5. **"Particular Terms of Purchase"** means the deviations or additions to the GTP that are agreed in writing by the Parties.

"特别采购条款"是指双方书面同意的对 GTP 的偏离或增补。

3.6. **"PRC"** means the People's Republic of China, but solely for the purposes of this Agreement, excluding Hong Kong Special Administrative Region, the Macau Special Administrative Region, and the Taiwan Region.

"PRC"是指中华人民共和国，但仅就本协议而言，不包括香港特别行政区、澳门特别行政区和台湾地区。

3.7. **"Specifications"** means the technical requirements agreed by the Parties.

"规格"是指双方约定的技术要求。

3.8. **"Supplier Quality Agreement"** means an agreement incorporated by reference in any Order and/or executed by

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the Parties, defining the minimum quality requirements expected by the Purchaser.

“**供应商质量协议**”是指通过引用并入任何订单和/或由双方签署的协议，该协议规定了采购方期望的最低质量要求。

3.9. “Trade Sanctions and Export Control Regulations” means any law, regulation, statute, prohibition, executive order or similar measure applicable to the Goods and Services, to Supplier and relating to the adoption, application, implementation, and enforcement of economic sanctions, export controls, trade embargoes, or any other restrictive measures.

“**贸易制裁和出口管制条例**”是指适用于货物和服务、供应商并与经济制裁、出口管制、贸易禁运或任何其他限制性措施的采用、应用、实施和执行有关的任何法律、法规、法令、禁令、行政命令或类似措施。

4. ISSUING, EFFECTIVE DATE AND TERM OF THE AGREEMENT

本协议的签发、生效日期和期限

4.1. **Issuing** The Agreement's documents – as listed in article 2 – may be in electronic form (digital copy sent by email, or electronic signature by the use of a method such as the DocuSign process or any other electronic signature process which is compliant with the applicable national and international regulations) and as such they have, in electronic form, the status of originals.

签发 第 2 条所列的协议文件可以采用电子形式（通过电子邮件发送的数字副本，或使用 DocuSign 流程或任何其他符合适用的国家和国际法规的电子签名流程等方法进行电子签名），因此，电子形式的协议文件具有原件的法律效力。

4.2. Under no circumstances does the Agreement give Supplier exclusivity for the supply of any Goods and/or performance of Services, nor does it entitle the Supplier to any minimum volume of purchase.

在任何情况下，本协议均未赋予供应商独家供应任何货物和/或提供服务的权利，也未赋予供应商享有任何最低采购量的权利。

4.3. **Acceptance and Effective date** The Supplier shall acknowledge receipt of the Order within two (2) working days from the Order's date. In the event the Supplier has reservations to the Order, the Supplier must communicate them in writing to the Purchaser in the acknowledgement of receipt. By communicating reservations, the Supplier makes a counter-offer which may be accepted by the Purchaser. In the absence of acknowledgment of receipt, the Order shall be deemed accepted without reservation by the Supplier upon expiration of the two (2)-day period or upon beginning of performance of the Order by the Supplier. The Agreement shall be formed upon acceptance of the Order by the Supplier, or acceptance of the counter-offer of the Supplier by the Purchaser, under the aforementioned conditions.

接受和生效日期 供应商应自订单日期起两个（2）个工作日内确认收到订单。如供应商对订单内容有任何保留意见，供应商须在确认收悉时以书面形式向采购方予以说明。供应商提出保留意见的，视为向采购方发出反要约，且该反要约可由采购方予以接受。如供应商未在前述两个（2）个工作日内确认收悉订单，则在上述期限届满时，或供应商开始履行订单项下义务时，订单应视为已被供应商在未附任何保留的情况下接受。在符合前述条件的情况下，自供应商接受订单之日，或采购方接受供应商反要约之日，本协议即告成立。

5. MODIFICATIONS AND EXEMPTIONS

修改和豁免

The Purchaser may, at any time, request modification(s) in the Specification or any other provision of the Agreement. If such modifications affect the cost, time or any condition required for performance of the Agreement, the Supplier

shall submit to Purchaser promptly in writing, but in no event later than ten (10) days after the receipt of the Purchaser's notice of modification, a request for equitable adjustment to the price, delivery schedule and/or other provision – as the case may be. The Parties shall promptly negotiate an amendment to the Agreement to provide for an equitable adjustment. In the absence of such request, the Supplier shall be deemed to have waived its rights for an adjustment and shall carry out the requested modifications, and the Purchaser shall be entitled to assume that such modifications will not have any impact on any material term of the Agreement, including delivery schedule, warranties and price. When (a) the continuance of the performance of the Order under the original conditions is likely to be detrimental to the Purchaser, (b) the change consists of a suspension of the works performed under the Agreement, or (c) there is urgency, the Supplier shall implement the modifications without delay, notwithstanding that the Parties have not yet negotiated on any equitable adjustment. In parallel, the Parties will continue to negotiate in good faith an equitable adjustment to the Agreement.

采购方可随时要求修改规格或本协议的任何其他条款。如果该等修改影响到履行本协议所需的费用、时间或任何条件，则供应商应及时（但无论如何不得迟于收到采购方修改通知后十（10）天）以书面形式向采购方提交一份要求对价格、交付时间表和/或其他条款（视情况而定）进行公平调整的请求。双方应迅速就本协议的修订进行谈判，以形成公平调整。如无该请求，供应商应被视为放弃其调整权利，并应执行所要求的修改，采购方有权假设该等修改不会对本协议的任何重要条款（包括交付时间表、保证和价格）产生任何影响。当(a)在原条件下继续履行订单可能对采购方不利，(b)变更包括暂停在本协议项下进行的工作，或(c)有紧急情况时，尽管双方尚未就任何公平调整进行谈

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判，供应商仍应立即实施修改。同时，双方应继续真诚地就公平调整本协议进行谈判。

6. DELIVERY TIMES

交付时间

6.1. **Deadlines.** Compliance with deadlines for Delivery, performance of the Services, or repair or replacement of the Goods/Services is an essential element of the Agreement. Supplier shall notify Purchaser immediately of any event which could lead to a delay in the performance of the Order, and shall set out, and agree on a corrective action plan to minimize such delay(s) with the Purchaser.

截止日期。遵守交付、提供服务、或修理或更换货物/服务的截止日期是本协议的基本要素。供应商应立即通知采购方任何可能导致订单延迟履行的事件，应与采购方制定和商定纠正措施计划，以尽量减少此类延迟。

6.2. **Delay.** Any delay by Supplier shall be deemed a material breach of the Agreement.

延迟。供应商的任何延迟均应被视为严重违反本协议。

Any delay in delivery or performance shall, ipso jure, be subject to the application of liquidated damages on Supplier without any prior written notice or formalities, at a rate of three percent (3%) of the total value of the Agreement per started week of delay or any other rate as specified in the Particular Terms of Purchase, if any. Purchaser reserves the right to claim additional remedies and damages for the delay from the Supplier in the event its actual loss exceeds the amount of liquidated damages. 任何交付或履行的延迟，应对供应商依法适用违约金，无需事先书面通知或办理手续，违约金的费率为，每延迟一周支付本协议总价值的百分之三(3%)，或《特别采购条款》中规定的任何其他费率（如有）。如果采购方的实际损失超过违约金金额，则采购方有权向供应商索赔额外救济和损害赔偿。

7. DELIVERY, TRANSFER OF RISK AND TITLE, ACCEPTANCE

交付，风险和所有权的转移，接受

7.1. The delivery of Goods shall be made in compliance with ICC Incoterms® 2020 as provided in the Order (the "Delivery"), failing such provision, it shall be made in compliance with DDP Incoterms® 2020.

货物的交付应符合订单中规定的国际商会《2020年国际贸易术语解释通则》（“交付”），如无规定，则应符合《2020年国际贸易术语解释通则》的完税后交货。

7.2. The transfer of title shall pass upon Delivery of the Goods, or upon payment by Purchaser, whichever is earlier. Risks relating to the Goods are transferred to the Purchaser upon Delivery of the relevant Goods.

所有权应在货物交付或采购方付款后（以较早者为准）转移。与货物有关的风险在相关货物交付后转移给采购方。

7.3. The Goods must be delivered with all the documentation required for their use, storage and maintenance (if applicable), as well as a delivery slip, featuring the Order number, full description and quantities, as well as the place of Delivery.

货物在交付时必须提供使用、储存和维护货物所需的所有文件（如适用），以及注明订单编号、详细描述和数量及交付地点的送货单。

7.4. Where applicable, the acknowledgment of receipt or use of the Goods or Services by the Purchaser, whatever the form, including the receipt slip provided to the transporter (or Supplier as the case may be) does not constitute acceptance of the delivered Goods or Services.

The Goods and Services shall not be deemed accepted until Purchaser has had full opportunity to inspect the relevant Goods and Services and conduct all testing to check if the Goods and Services match with the Specifications or otherwise, in accordance with the Purchaser's standard technical acceptance process. Such

inspection and testing will be done within a reasonable time following delivery of the Goods and performance of the Services, unless a specific time frame is contained in the Order or Specifications.

如适用，采购方对货物或服务的接收确认函或使用，无论其形式如何，包括提供给运输方（或供应商，视情况而定）的接收单，均不构成对交付的货物或服务的接受。在采购方有充分机会检查相关货物和服务，并按照采购方的标准技术验收流程进行所有测试以检查货物和服务是否符合规格或其他方面之前，货物和服务不应被视为已接受。该检查和测试应在货物交付和服务提供后的合理时间内进行，除非订单或规格中规定了具体的时间框架。

7.5. Purchaser may, at its discretion and without prejudice to any claim for remedies and damages, either refuse non-compliant Goods and/or Services and demand their replacement, reiteration or the implementation of corrective measures, free of charge, or cancel all or part of the Order and demand the reimbursement of the amounts already paid or the costs incurred. In the event the Goods and/or Services are rejected, the Purchaser shall i) hold a possessory lien over the said non-compliant Goods/Services until the full reimbursement of the amounts owed by Supplier and ii) be free to bill the administrative costs generated by the processing of the observed instances of quality non-compliance at a minimum fixed rate of 2,358 RMB per non-conforming Good/Service where it is detected in the Purchaser's premises; or 7,860 RMB where the non-conformity is detected after delivery of the Good to an end-customer.

采购方可自行决定，在不影响任何补救和损害赔偿的情况下，拒绝不合规的货物和/或服务，要求免费更换、重复或实施纠正措施，或取消全部或部分订单，并要求退还已支付的金额或已发生的费用。如果货物和/或服务被拒绝，采购方应：i)对上述不符合要求的货物/服务拥有留置权，直

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到供应商全额偿还所欠款项为止；以及 ii)在采购方场所内发现的每项不符合要求的货物/服务，按最低 2,358 元人民币的固定费率，自由收取因处理所观察到的质量不符合情况而产生的管理费用；或在货物交付给最终客户后发现不符合，对每项不符合要求的货物/服务，收取最低 7,860 元人民币的固定费率。

7.6. The Purchaser is entitled to refuse any Delivery which does not match the amounts/quantities specified in the Order (insufficient or surplus amounts).

采购方有权拒绝任何与订单中规定的金额/数量（金额不足或超出）不一致的交付。

7.7. The return of Goods shall be conducted at the expense and risks of Supplier.

退货应由供应商承担费用和风险。

8. SPECIFIC GOODS, TOOLINGS AND EQUIPMENT FINANCED OR MADE AVAILABLE AS PART OF THE ORDER

提供或制作特定货物、工具和设备，作为订单的一部分

8.1. Specific goods, toolings and equipment made available for the performance of the Order, either directly by the Purchaser to the Supplier or manufactured by the Supplier on behalf of and at the expense of the Purchaser, in full or in part, shall be the property of the Purchaser and must be marked by the Supplier to indicate the Purchaser's ownership. Such goods, toolings and equipment shall be fully insured by the Supplier until they are delivered to the Purchaser. Such specific goods, toolings and equipment must be used only for the performance of the Order and returned to the Purchaser upon request, without Supplier being entitled to any possessory lien. Potential repairs and maintenance of said equipment, toolings and goods shall be carried out by the Supplier. Supplier shall i) maintain specific goods, toolings and equipment in a normal operating condition, as necessary for the performance of

the Order, and ii) replace them at no additional expense to the Purchaser.

为履行订单而提供的特定货物、工具和设备，无论是由采购方直接提供给供应商的，还是由供应商代表采购方制造并由采购方承担费用的，均应全部或部分属于采购方的财产，并且必须由供应商注明采购方的所有权。该等货物、工具和设备在交付给采购方之前应由供应商全额投保。上述特定货物、工具和设备必须仅用于履行订单，并应采购方要求返还给采购方，供应商无权享有任何留置权。对上述设备、工具和货物可能进行的维修维护应由供应商进行。供应商应：i)在履行订单的必要情况下，使特定货物、工具和设备保持正常运行状态；ii)在不向采购方支付额外费用的情况下更换特定货物、工具和设备。

8.2. The Supplier shall be solely liable for any damage resulting from the use of these specific goods, toolings and equipment, and for any damage resulting from a defect in such goods, toolings and equipment of which the Purchaser was unaware.

对于因使用这些特定货物、工具和设备而造成的任何损害，以及由于采购方不知晓的这些货物、工具和设备的缺陷而造成的任何损害，供应商应承担全部责任。

9. ETHICS AND COMPLIANCE, FIGHT AGAINST UNDECLARED WORK

道德和合规，打击非正式工作

9.1. Throughout the term of the Agreement, the Supplier agrees to comply with (a) Roquette's Supplier Code of Conduct (the "Code"), in the form available at <https://www.roquette.com/commitments/ethics-compliance/codes-conduct>, or if applicable, in the form executed by Supplier or accepted by Supplier via tick-box, and (b) all labour, worker, health and safety, environment, food safety, anti-bribery, and other laws applicable to Supplier, as well as the international human rights and labour standards referred to in the Code. This Code constitutes an integral part of the Agreement.

在本协议整个有效期内，供应商同意遵守：(a)《罗盖特供应商行为准则》（以下简称“准则”），其文本形式以 <https://www.roquette.com/commitments/ethics-compliance/codes-conduct> 所载版本为准，或（如适用）以由供应商签署的版本，或由供应商通过勾选确认方式予以接受的版本为准；(b)适用于供应商的所有劳动、工人、健康和环境、安全、食品、反贿赂和其他法律，以及准则中提及的国际人权和劳工标准。该准则是本协议不可分割的一部分。

9.2. In the event that the Supplier becomes aware or suspects behaviors that are contrary to the principles listed in the Code during the term of the Agreement, the Supplier agrees to raise the issue immediately to the Purchaser's attention by making a report on such issue on Roquette's alert line called "SpeakUp" through the link below:

在本协议有效期内，如果供应商发现或怀疑存在违反该准则所列原则的行为，则供应商同意立即向采购方提出该问题，并通过以下链接在罗盖特的举报渠道“SpeakUp”中提交相关报告：

<https://roquette.speakup.report/fr-FR/RoquetteSpeakUpline/home>

9.3. The Supplier agrees that any non-compliance with or breach of the Code, or of these provisions relating to the Code, is considered to be a material breach of the Agreement by the Supplier giving the Purchaser a right to terminate the Agreement with immediate effect, without notice or any obligation to compensate the Supplier, and without prejudice to any other rights available to the Purchaser whether in law or in contract.

供应商同意，任何不遵守或违反该准则或该准则相关规定的行为，均被视为供应商对本协议的严重违反，采购方有权立即终止本协议，且无需通知供应商或向供应商作出任

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何赔偿，也不影响采购方在法律上或根据合同享有的任何其他权利。

9.4. The Supplier undertakes to comply with all applicable laws and International Labor Organisation (ILO) conventions related to human rights, labor, safety and health at work.

供应商承诺遵守与工作中的人权、劳动、安全和健康相关的所有适用法律和国际劳工组织（ILO）公约。

10. PERFORMANCE OF THE AGREEMENT 对本协议的履行

10.1. **General.** The Supplier must perform the Order in accordance with the Agreement, all laws, regulations, and standards applicable to the Goods/ Services, and state of the art practices. The Supplier has an obligation of results with regards to the compliance with the aforementioned commitments. The Supplier warrants it has the authorization, expertise, resources and organization required to meet technical, commercial, logistical, security and quality requirements of the Agreement and shall perform the Agreement with all due care and skills. The Supplier shall, within twenty-four (24) hours of its detection, inform the Purchaser of any fault or incident related to the Goods and/or Services or to the performance of any of its contractual obligations.

一般规定。 供应商应按照本协议的约定、适用于货物/服务的所有法律、法规、标准以及行业最新做法。供应商对遵守上述承诺的结果负有义务。供应商保证其拥有满足本协议的技术、商业、物流、安全和质量要求所需的授权、专业知识、资源和组织，并应以所有应有的谨慎和技能履行本协议。供应商应在发现任何与货物和/或服务有关的故障或事件、或与履行其任何合同义务有关的故障或事件后二十四(24)小时内通知采购方。

10.2. **Default in the performance of the Agreement.** If the Supplier is unable to meet any of its contractual

obligations, including the Specifications of the Agreement, the Purchaser shall be allowed to, after having fulfilled the required legal process, (i) involve a third party, at the Supplier's expense, to perform the Agreement, in lieu and in place of the Supplier, (ii) suspend the performance of the Order at the risk, account and expense of the Supplier, or (iii) terminate the Agreement and in any case, (iv) claim all associated costs and damages from the Supplier.

不履行本协议。 如果供应商无法履行其任何合同义务，包括本协议的规格，则应允许采购方在完成所需的法律程序后，(i)让第三方代替供应商履行本协议，费用由供应商承担，(ii)暂停履行订单，风险、账目和费用由供应商承担，或(iii)终止本协议，并在任何情况下，(iv)向供应商索赔所有相关费用和损害赔偿。

10.3. **Corporate changes.** The Supplier must inform the Purchaser of any major change likely to affect the performance of the Agreement by the Supplier, the commercial position of the Purchaser or create a conflict of interest with the Purchaser (each a "Detrimental Impact"), regarding (i) their legal situation (including notably their shareholders), (ii) their organization, (iii) their premises or resources, (iv) their scope of activity, (v) their certificates, qualifications and authorizations or (vi) their manufacturing process. If the Purchaser deems that this change may have a Detrimental Impact on the Purchaser, then the Purchaser is entitled to terminate any Order.

企业变更。 供应商必须通知采购方任何可能影响供应商履行本协议、采购方的商业地位或与采购方产生利益冲突的重大变更（各称“不利影响”），其中涉及供应商的：(i)法律状况（主要包括其股东），(ii)组织机构，(iii)经营场所或资源，(iv)活动范围，(v)证书、资格和授权，或(vi)生产工艺。如果采购方认为该变更可能对采购方产生不利影响，则采购方有权终止任何订单。

10.4. **Purchaser's quality requirements.** For the Goods and Services used or involved in the manufacturing or supply chain process, compliance with Supplier Quality Agreement terms and conditions is a material obligation of the Supplier.

采购方的质量要求。 对于制造或供应链过程中使用或涉及的货物和服务，遵守《供应商质量协议》条款和条件是供应商的一项重大义务。

10.5. **Audits:** Provided it informs Supplier five (5) calendar days in advance, Purchaser shall be entitled to conduct audits at the facilities of Supplier or its subcontractors, or at any other site.

审查： 如果采购方提前五(5)个日历日通知供应商，则采购方有权在供应商或其分包商的工厂或任何其他地点进行审查。

Such prior notice shall not apply in case of proven or suspected major breach in the performance. Such audits may cover compliance with any of Supplier's obligations, including but not limited to contractual, regulatory, safety, manufacturing, quality, ethics and compliance requirements and best practices in the industry. Information obtained shall not be used for purposes other than the audit and its consequences and shall be kept confidential in accordance with article 17. Upon request, Supplier shall make available to Purchaser all relevant documents pertaining to the performance of the Order. In the event that a non-compliance of Supplier is discovered, the costs of the audit or assessment will be borne by Supplier. Such audits and/or quality controls shall not lessen Supplier's responsibility, in particular with regard to the extent of its own controls, and shall not affect Purchaser's right to refuse all or any portion of the Services and/or Goods. Supplier shall provide to Purchaser all assistance necessary for carrying out such audits and/or quality controls.

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经证实或怀疑有重大违约行为的，不适用上述事先通知。该审查可涵盖对供应商任何义务的遵守情况，包括但不限于合同、监管、安全、制造、质量、道德和合规要求以及行业最佳实践。所得信息不得用于审查及其后果以外的目的，并应按照第 17 条的规定予以保密。应要求，供应商应向采购方提供与履行订单有关的所有相关文件。如果发现供应商不合规，则审查或评估的费用应由供应商承担。该审查和/或质量控制不得减轻供应商的责任，特别是在其自身控制方面，也不得影响采购方拒绝全部或部分服务和/或货物的权利。供应商应向采购方提供进行该审查和/或质量控制所需的一切协助。

10.6. Duty to inform Supplier shall inform Purchaser of the required conditions (including technical conditions) for the performance of Services or Delivery of Goods and to inform, advise and warn the Purchaser about all risks related to the Goods and Services, especially risks to safety and health, whatever the Purchaser's level of skills. Before submitting a bid, performing or delivering any Order, the Supplier shall proceed with a careful examination of the information provided by the Purchaser and shall request from Purchaser any documents or information that may be lacking. Supplier shall inform Purchaser without delay of any and all irregularities, omissions, contradictions and inconsistencies between the information provided by the Purchaser and the best industry standards. The Supplier shall also inform the Purchaser without delay of any and all circumstances which may prevent the good performance of the Order. Failure to inform the Purchaser or seek the information from the Purchaser as above mentioned shall preclude the Supplier from any right of recourse in relation thereto.

告知义务 供应商应告知采购方提供服务或交付货物所需的条件（包括技术条件），并且，无论采购方的技能水平如何，告知、建议和警告采购方有关货物和服务的所有风险，

特别是安全和健康风险。在提交投标、履行或交付任何订单之前，供应商应认真检查采购方提供的信息，并应要求采购方提供可能缺少的任何文件或信息。供应商应将采购方所提供的信息与最佳行业标准之间的任何和所有违规、遗漏、矛盾和不一致之处立即告知采购方。供应商还应将可能妨碍订单良好履行的任何及所有情况立即告知采购方。如供应商未如上所述告知采购方或向采购方索取信息，则就上述情况，供应商无追索权。

11. WARRANTY

保证

11.1. General provisions Without prejudice to the warranties legally owed by the Supplier, the Supplier warrants that the Goods and Services, and each part thereof are provided (i) in compliance with the Specifications and the Supplier Quality Agreement, (ii) with all the skill and care to be expected of appropriately qualified and experienced professionals with experience in carrying out works of a similar type, nature and complexity ; (iii) in accordance with all laws and regulations applicable, in particular to the food, feed and pharmaceutical sector; (iv) in accordance with state of the art industry and technical standards; (v) free from any defect in design, materials or workmanship, and (vi) free of all encumbrances.

一般规定 在不影响供应商依法承担的保证责任的前提下，供应商保证提供货物和服务及其每一部分：(i)符合技术规范及《供应商质量协议》的要求；(ii)具备适当合资格且经验丰富的专业人员所应有的技能及细心，并具备进行同类性质及复杂工作的经验；(iii)符合所有适用的法律法规，特别是食品、饲料和制药行业的法律法规；(iv)符合业界公认的最新行业及技术标准；(v)无任何设计、材料或工艺不足或缺陷；以及(vi)无任何产权负担。

11.2 The Goods and Services and each part thereof shall be fit for their intended purposes (awareness of which purposes the Supplier acknowledges) and in particular for their operating life specified in the Specifications or as could be reasonably expected from the Purchaser, given the industry and technical standards, in a safe, economic and efficient manner and free from any risk to the health and well-being of persons using it or

involved in the operation and management thereof and from any avoidable risk of pollution, nuisance, interference or hazard (the "Operating Life").

11.2 货物和服务及其每一部分应符合其预期用途（供应商确认已知晓这些用途），特别是符合规格中规定的使用寿命，或根据行业和技术标准，符合采购方合理期望的使用寿命，以经济和有效的方式，对使用或参与其操作和管理人员的健康和福祉没有任何风险，也没有任何污染、妨害、干扰或危害的可避免风险（“使用寿命”）。

11.3. Warranty Period and related obligations Unless the Agreement provides otherwise, the warranty period shall be twenty-four (24) months from the acceptance date of the Goods and/or twelve (12) months from the acceptance of the Services (the "Warranty Period"). Supplier shall, at the Purchaser's discretion, promptly repair/reiterate or replace any defective or non-conforming Good and/or Services, at no cost to the Purchaser, when such defect or non-conformance has occurred within the Warranty Period. Therefore, the Supplier shall, at the discretion of the Purchaser, (i) immediately replace/reiterate the concerned Good/Service, or make it suitable for its intended purpose, at no expense to the Purchaser, (ii) reimburse the Purchaser, or (iii) involve a third party to perform the replacement/reparation/reiteration in lieu and in place of the Supplier, and/or to continue the performance of the Order, at the expense of the Supplier. All individual Good or Service subject to repair, reiteration or replacement shall benefit from a new Warranty period as from completion of the said repair/reiteration or replacement. The Supplier agrees hereby to indemnify the Purchaser for all losses and costs, including damages suffered as a consequence therefrom, sustained by Purchaser and its customers as a result of the unavailability of the Good or Service or, the degraded performance or non-compliance of the Good or Service. In addition, Supplier shall indemnify Purchaser for

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all costs and damages suffered by Purchaser due to the defect/non-conformity of the Goods or Services. The indemnification due by the Supplier to the Purchaser shall cover all costs incurred as a result of the non-conformity and shall include, without limitation, the costs of root cause analysis, expertise and tests, any safeguard measures taken by the Purchaser and by customers, transportation, dedicated personnel overcharges, any delivery delay incurred by the unavailability of the Goods, any loss of production or revenues incurred as a consequence of the defect.

保证期限和相关义务 除非本协议另有规定, 保证期限为货物接受日期起二十四(24)个月和/或服务接受日期起十二(12)个月(“保证期限”)。供应商应根据采购方的决定, 及时修理/重复或更换任何有缺陷或不符合规定的货物和/或服务, 如果在保证期限内发生该缺陷或不符合规定, 则采购方不承担由此产生的费用。因此, 供应商应根据采购方的决定, (i)立即更换/重复有关货物/服务, 或使其适合其预期用途, 而无需采购方承担任何费用; (ii)补偿采购方, 或(iii)让第三方代替供应商执行更换/修理/重复, 和/或继续履行订单, 费用由供应商承担。所有需要修理、重复或更换的单项货物或服务, 自上述修理/重复或更换完成之日起, 享有新的保证期限。对于因货物或服务不可用、性能下降或不合规, 致使采购方及其客户遭受的所有损失和费用, 包括由此造成的损害, 供应商同意在此赔偿采购方。此外, 供应商应赔偿采购方因货物或服务的缺陷/不符合规定而遭受的一切费用和损害。供应商应向采购方支付的赔偿应包括因不符合规定而产生的所有费用, 并应包括但不限于以下事项的费用: 根本原因分析、专业知识和测试、采购方和客户采取的任何保障措施、运输、专门人员多收的费用、因无法获得货物而导致的任何交付延迟、因缺陷而导致的任何生产或收入损失。

11.4. Availability of spare parts The Supplier guarantees the availability of all replacement parts necessary for the proper functioning of the Goods or for the proper use and operation of the Services performed for a duration of not less than the Operating Life of the Goods and Services, as provided in 11.2.

可提供备件 供应商保证在不少于第 11.2 条规定的货物和服务使用寿命的期限内, 提供货物正常运行或服务正常使用和运行所需的所有更换零件。

12. INVOICING – PAYMENT 发票——付款

12.1. Prices. Unless otherwise mentioned in the Order, the prices of the Order are fixed and firm. They cover the entirety of the service or transaction for the duration of the Order.

价格。除非订单中另有说明, 否则订单中的价格是固定不变的。该等价格涵盖订单存续期内的全部服务或交易。

12.2. Invoicing. The invoice shall be issued in the name of Supplier's entity mentioned in the Order. Invoices shall be sent to Purchaser's entity and address as specified in the Order. Each invoice shall only relate to a single Order and specify the corresponding Order number and the explicit acceptance by the Purchaser. No charges can be invoiced in addition to the price provided in the Order, without prior written consent of the Purchaser. The issuance date of the invoice must comply with the payment milestones as provided in the Order if any, otherwise, the Supplier may issue its invoice on the completion date of the Services or the Delivery date of the Goods. In case of an acceptance or verification procedure of the Goods or Services, the Supplier shall issue the invoice at the time of acceptance of the Goods or Services, but not later than thirty (30) days after completion of the Services or Delivery of the Goods.

发票。发票抬头应为订单中提及的供应商实体。发票应邮寄至订单中指定的采购方实体和地址。每张发票应仅与单

个订单相关, 并注明相应的订单号和采购方的明确接受。除订单中规定的价格外, 未经采购方事先书面同意, 不得为任何费用开具发票。发票的开具日期必须符合订单中规定的付款期限(如有), 否则, 供应商可在服务完成日期或货物交付日期开具发票。在货物或服务的验收或核查程序中, 供应商应在货物或服务接受时开具发票, 但不得迟于服务完成或货物交付后三十(30)天。

12.3. Payment. The payment time for invoices shall be 60 days from the date of receipt of the invoice, unless a longer period of time is provided in the Order.

付款。发票付款期限为收到发票之日起 60 日, 订单中另有约定更长付款期限的, 从其约定。

12.4. Late payment penalties. Any delay in payment shall, ipso jure, lead to the imposition of (i) a penalty for late payment, payable the day after the payment date specified on the invoice, provided payment was actually due, and calculated on the basis of one-year Loan Prime Rate (LPR). In case of dispute of any item of the invoice by the Purchaser, the obligation to pay the amount in dispute shall be suspended. No late payment penalties shall apply.

滞纳金。任何延迟付款应依法导致: (i)滞纳金, 在发票上规定的付款日期之后的第二天支付, 但前提是付款实际上到期, 并根据一年期贷款基础利率(LPR)计算。如果采购方对发票的任何项目有争议, 则采购方支付争议金额的义务应中止。滞纳金不适用。

13. LIABILITY AND INSURANCE 责任和保险

13.1. General liability and indemnification. The Supplier shall indemnify Purchaser for all losses, damages, and expenses (including legal fees) suffered or incurred by the Purchaser: (a) when these damages are the result of full or partial failure of the Supplier or of its subcontractors to observe or comply with one or more of their obligations under the Agreement including non-exhaustively (i) all

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internal costs, (ii) any amount to be paid by the Purchaser to its customers, (iii) all fees related to the involvement of a third party required by the Purchaser to fulfill or correct the Order in lieu and in place of the Supplier, and (iv) all losses of revenue, profits, production, operations or products incurred by the Purchaser as a consequence of such failure or omission, (b) arising from any negligent or reckless act or omission, or willful misconduct, of Supplier or its subcontractors; or (c) arising from any bodily injury, death of any person, or damage to real or tangible personal property occurring in connection with the performance of an Order by Supplier or its subcontractors.

一般责任与赔偿。 供应商应就采购方因下列情形遭受或发生的所有损失、损害及费用 (包括律师费) 向采购方予以赔偿:

- (a) 因供应商或其分包商未能全部或部分履行或遵守其在本协议项下的一项或多项义务而导致的损失, 包括但不限于:
 - (i) 采购方发生的所有内部成本;
 - (ii) 采购方向其客户支付的任何款项;
 - (iii) 因供应商未能履行或纠正订单, 而由采购方聘请第三方代替供应商履行或纠正订单所产生的全部费用;
 - 以及(iv) 因前述违约或不作为而导致采购方遭受的任何收入、利润、产量、运营或产品损失;
- (b) 因供应商或其分包商的任何过失、重大过失或故意不当行为所引起的损失; 或
- (c) 因供应商或其分包商履行订单过程中发生的任何人身伤害、人员死亡, 或对不动产或有形动产造成的损害而引起的损失。

13.2. Insurance The Supplier shall subscribe and maintain, at its own costs, with insurers of recognized reputation and solvability, the insurance policies described hereunder, that are required for the coverage of its liabilities set forth above in reasonable amounts satisfactory to the Purchaser. Should the limit of coverage subscribed by the Supplier be

in excess of the amount requested in this article then the Purchaser shall have the benefit of the full policies:

保险 供应商应自费向公认声誉良好和有偿付能力的保险公司购买本协议项下所述的保单。该等保单的保险范围应涵盖采购方认为金额合理的责任。如果供应商购买的保险保障限额超出本条要求的金额, 则采购方应享有所有保单的利益。

13.2.1. a comprehensive general liability insurance policy (including bodily injury, product liability, error and omission and/or professional liability and other damages caused to the Purchaser, third parties and property including financial and pure financial losses), for a minimum (i) aggregate amount of eight (8) millions and forty thousand RMB per occurrence and per year, (ii) including a sublimit of four(4) millions twenty thousand RMB per event and per year for financial and pure financial loss (including recall costs)

一份综合一般责任保险单 (包括人身伤害责任、产品责任、差错与遗漏责任和/或专业责任, 以及因对采购方、第三方及财产造成损害而产生的其他损失, 包括财务损失及纯粹财务损失), 其最低保险金额应为: (i) 每一事故及每一保险年度累计不低于人民币 8,040,000 元; 且(ii) 其中, 针对财务损失及纯粹财务损失 (包括召回费用), 每一事故及每一保险年度的分项责任限额不低于人民币 4,020,000 元。

13.2.2. For hazardous materials, pollution liability insurance policy (including Environmental Impairment Liability, Environmental Liability and a clean-up costs coverage). The insurance shall be written on an “occurrence” basis with a minimum limit of eight (8) millions and forty thousand RMB per occurrence; if the policy is written on a “claims made” basis, coverage for the Purchaser shall be maintained for at least five (5) years following the termination of the Agreement.

就危险物质而言, 供应商应投保污染责任保险 (包括环境损害责任、环境责任及清理/修复费用责任)。该保险应以

“事故发生制”为承保基础, 每一事故的最低责任限额不低于人民币 8,040,000 元; 如该保险以“索赔提出制”为承保基础, 则在本协议终止后, 供应商应为采购方持续维持不少于五 (5) 年的保险保障。

13.2.3 The Supplier shall provide the Purchaser with insurance certificates specifying the coverage amounts, and various categories of damages covered, Supplier shall notify the Purchaser of any incident within twenty-four (24) hours of its occurrence, it being understood that if a forfeiture is imposed by the Supplier’s insurers, the resulting costs of the incident shall be borne by the Supplier. The Supplier shall ensure that its insurers fully accept the provisions of this article.

供应商应向采购方提供保险凭证, 说明保险金额和所涵盖的各种损害类别。供应商应在任何事故发生后二十四(24)小时内通知采购方, 双方确认, 若因供应商保险人规定而产生免赔、拒赔或保险权益丧失的情形, 则由此产生的事故相关费用均应由供应商自行承担。供应商应确保其保险公司完全接受本条的规定。

13.2.4. The Supplier’s insurance coverage may in no way be construed as a limitation of the Supplier’s liability and the Purchaser reserves the right to claim sums over and above the said amounts. Under no circumstances may the deductibles applicable to the Supplier be applicable to Purchaser.

供应商的保险范围不得以任何方式被解释为对供应商责任的限制, 采购方有权提出超过上述金额的索赔。在任何情况下, 适用于供应商的免赔额不得由采购方承担或适用于采购方。

14. TERMINATION 终止

14.1. The Agreement may be fully or partly terminated by a written notice sent by registered letter with

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acknowledgement of receipt or overnight courier (e.g. DHL) by either Party to the other Party in case of:

在下列任一情形下，任何一方均有权通过挂号信（需回执）或隔夜快递（例如 DHL）向另一方发出书面通知，全部或部分终止本协议：

full or partial failure of the other Party to perform any obligation under the Agreement, that is not cured within thirty (30) days after written notice sent by registered letter with acknowledgement of receipt or overnight courier (e.g. DHL) to the other Party,

另一方未能全部或部分履行其在本协议项下的任何义务，且在向其通过挂号信（需回执）或隔夜快递（例如 DHL）发送书面通知后三十（30）日内仍未予以纠正的，

Force Majeure notified by the other Party lasting more than thirty (30) days in the aggregate in a given calendar year, or

由另一方通知的不可抗力在同一日历年度内持续时间累计持续超过三十(30)天，或

breach of a law or regulation by the other Party.

另一方违反法律或法规。

14.2. The Agreement may be fully or partly terminated by a by written notice sent by registered letter with acknowledgement of receipt or overnight courier (e.g. DHL) by the Purchaser in case of:

在下列任一情形下，采购方有权通过挂号信（需回执）或隔夜快递（例如 DHL）向另一方发出书面通知，全部或部分终止本协议：

Supplier assigns an Order or the Agreement in violation of these GTP, or

供应商在违反本 GTP 的情况下转让订单或本协议；或者

a change in control of the Supplier, which could, in the Purchaser's opinion, adversely impact or be detrimental to the Purchaser.

供应商控制权变更，采购方认为，该变更可能对采购方产生不利影响或对采购方不利。

14.3. In addition to the abovementioned termination right, the Purchaser may require the Supplier to (i) reimburse immediately the Purchaser for all sums paid exceeding the value of the Goods or Services delivered and accepted in accordance with article 7.4, (ii) indemnify it for all costs or expenses incurred as a result of a default or delay in accordance with article 13.1, including any additional costs or damages incurred for completing the Order itself or entrusting the performance of the Agreement to a third party.

除上述终止权外，采购方还可要求供应商(i)立即向采购方偿还超出按照第7.4条交付和接受的货物或服务价值的所有已支付款项；(ii)赔偿采购方因第13.1条规定的违约或延迟而产生的所有费用或开支，包括因完成订单本身或委托第三方履行本协议而产生的任何额外费用或损害。

14.4. The Purchaser may at any time terminate any Order in whole or in part, subject to the payment to the Supplier of all direct amounts due at the date of termination of the Order(s) for the Services or Goods successfully completed for the account of the Purchaser and accepted (acceptance not to be unreasonably withheld) at the date of such termination ("Termination Lump Sum Amount"). Such Termination Lump Sum Amount shall be the sole right and remedy of Supplier on account of such termination.

采购方可在任何时候终止任何订单的全部或部分，但须向供应商支付在订单终止之日应付的、为采购方成功完成并在该终止之日接受（不得无理拒绝接受）的服务或货物的所有直接款项（“终止总金额”）。该终止总金额应为供应商因该终止而享有的唯一权利和救济。

14.5. The Supplier shall, within seven (7) days of receipt of the termination notice, put at the disposal of the Purchaser or of a third party appointed by the Purchaser the finished

part of the Goods and Services, including without limitation the documents used for the carrying out of the Goods and Services, and any data, books, manuals, plans, information, developments etc. in connection with the performance of the Order. The Supplier shall also assign to the Purchaser all the rights arising under sub-contracting agreements entered into by the Supplier in connection with the Agreement.

在收到终止通知后的七(7)天内，供应商应将货物和服务的完成部分交给采购方或采购方指定的第三方处理，包括但不限于用于执行货物和服务的文件、以及与履行订单有关的任何数据、书籍、手册、计划、信息、开发等。供应商还应将其就本协议签订的分包协议项下产生的所有权利转让给采购方。

14.6. The termination of an Order for any reason shall be without prejudice to the rights and obligations accrued up to during the Agreement, including the date of such termination.

订单因任何原因而终止，均不影响本协议期间（包括该终止日期）已产生的权利和义务。

14.7. In case of termination of an Order, at the Purchaser's first request, the Supplier shall promptly proceed with operations such as to allow the Purchaser to take over the Agreement, directly or indirectly, under the best conditions and over such period as may be required, in order to ensure continuity in the supply of the Goods and/or performance of the Services and not to disrupt Purchaser's activity.

在订单终止的情况下，应采购方的首次要求，供应商应立即进行操作，以便允许采购方在最佳条件下，在所需的时间内，直接或间接接管本协议，确保货物供应和/或服务提供的连续性，不影响采购方的活动。

15. REVERSIBILITY OF SERVICES

服务的可逆性

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15.1. For Services only, the purpose of reversibility is to allow Purchaser or the new service provider appointed by the Purchaser to recover all the data and information necessary to ensure Purchaser's industrial continuity and operation in relation to the Services upon termination or expiration of this Agreement. This clause applies exclusively to technical and maintenance contracts and explicitly excludes sharing competitively or commercially sensitive information or data unrelated and/or non-essential to ensure Purchaser's industrial continuity and operation in relation to the Services.

仅就服务而言，“可逆性”的目的在于，在本协议终止或期满时，使采购方或其指定的新服务提供方能够收回并取得确保采购方就相关服务实现工业连续性及正常运营所必需的全部数据和信息。本条款仅适用于技术及维护类合同，并明确排除任何具有竞争性或商业敏感性的、以及与确保采购方就相关服务实现工业连续性及正常运营无关和/或非必要的信息或数据的披露或共享。

15.2. Reversibility of Services shall be provided at no additional cost by the Supplier for the three (3) months following the termination or expiration of the Agreement or any other reasonable and necessary period agreed by the Parties.

服务的可逆性应由供应商在本协议终止或期满后连续三（3）个月内免费提供，或由双方另行约定的其他合理且必要的期限内提供。

15.3. During that period, the Supplier commits to cooperating with the Purchaser to ensure the reversibility of Services as described in article 15.1.

在上述期间内，供应商承诺与采购方积极配合，以确保按照第 15.1 条所述方式实现服务的可逆性。

15.4. Any data or information disclosed during the reversibility process shall be strictly utilized to ensure the reversibility of Services as described in article 15.1. Such

information must be limited as strictly necessary and must adhere to all applicable laws and regulations.

在可逆性实施过程中披露的任何数据或信息，应严格限于为实现第 15.1 条所述服务可逆性之目的而使用。该等信息的范围应严格限定于必要限度内，并须遵守所有适用的法律法规。

15.5. The Supplier shall, as a substantial condition under the Agreement, to submit to the Purchaser for validation a reversibility plan, within six (6) months following the signing of the Agreement. This plan shall comprise: the technical data sheets of each Service, the human and material resources to be allocated to it, and all licenses, equipment, spare parts and tools necessary for their future operation ("Documents"). The plan must also describe the technical assistance arrangements enabling an adequate transfer of the Services to be implemented in the event of activation of the reversibility plan. The Supplier shall, each quarter from the delivery of the initial plan, provide the Purchaser with an updated version of such plan. Purchaser may, at its sole discretion and at any time, request consolidated Documents. The Purchaser may request corrections or additions if the Documents are incomplete, which the Supplier shall address within an agreed timeframe. All Documents provided in the reversibility plan must be strictly necessary and proportionate to ensure Purchaser's industrial continuity and operation in relation to the Services.

作为本协议项下的一项重要条件，供应商应在本协议签署后六（6）个月内向采购方提交一份可逆性方案供其审议确认。该方案应包括：各项服务的技术数据说明、拟配置的人力及物力资源，以及其未来运行所必需的全部许可、设备、备件及工具（以下统称“文件”）。

该方案还应说明在可逆性方案启动时，为确保服务得以适当移交所需采取的技术支持安排。自初始方案提交之日起，

供应商应按季度向采购方提供更新后的可逆性方案。采购方有权在任何时间自行决定要求供应商提交整合后的文件。如文件内容不完整，采购方有权要求补充或修正，供应商应在双方约定的期限内予以完成。可逆性方案项下提供的所有文件均应以确保采购方就相关服务实现工业连续性及其正常运营为目的，并严格遵循必要性和合理性原则。

15.6. At the Purchaser's request and without prejudice to article 15.2, the Supplier may perform technical assistance services for a further period of a maximum of three (3) months following the end of the Reversibility period set forth in 15.2, or any other reasonable and necessary period agreed by the Parties, for the Purchaser or the third party appointed by it, within the framework of reversibility. These assistance services shall be invoiced at the Purchaser's rate using the contractual invoicing bases or, failing this, an hourly rate in accordance with market practice. The Purchaser will notify Supplier of this need before the end of the reversibility period set forth in 15.2.

应采购方要求，且不影响第 15.2 条的约定，供应商可在第 15.2 条所述可逆性期限届满后，再为采购方或其指定的第三方在可逆性框架内提供最长三（3）个月的技术支持服务，或由双方另行约定的其他合理且必要的期限。该等技术支持服务应按照合同约定的计费基础向采购方开具发票；如合同未作约定，则应按市场惯例确定的小时费率计费。采购方应在第 15.2 条所述可逆性期限届满前通知供应商其上述需求。

15.7. The Parties shall comply with all applicable laws and regulations, including antitrust laws, when implementing this reversibility clause. The Purchaser warrants that any third-party recipient of the Supplier's information (e.g., a new service provider) is subject to equivalent confidentiality obligations to prevent the misuse or unauthorized disclosure of such information.

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双方在履行本可逆性条款时，应遵守所有适用的法律法规，包括反垄断相关法律法规。采购方声明并保证，任何接收供应商信息的第三方（例如新的服务提供商）均应承担同等标准的保密义务，以防止相关信息被滥用或擅自披露。

16. PROGRESS PLAN 进展计划

For maintenance Goods and Services. Supplier shall propose optimization measures that generate savings by proposing improvements in processes and resources to carry out the Agreement. The implementation of these measures will be subject to the prior written consent of the Purchaser. The savings generated by these optimizations will be distributed between Supplier and the Purchaser, according to conditions defined in the Agreement. Unless otherwise agreed in the Order, Supplier will propose a progress plan with cost savings of at least 5% per year for Purchaser's approval.

就维护类货物和服务而言，供应商应通过提出流程和资源方面的改进方案，提出能够为履行本协议带来成本节约的优化措施。上述优化措施的实施须事先取得采购方的书面同意。由该等优化措施所产生的节约收益，应按照本协议中约定的条件在供应商与采购方之间进行分配。除非订单中另有约定，供应商应向采购方提交一份持续改进计划，载明每年至少为采购方实现不低于百分之五（5%）的成本节约，并经采购方批准后方可实施。

17. CONFIDENTIALITY AND PUBLICITY 保密及宣传

17.1. **Confidentiality** Each Party shall keep confidential, for the duration of the Agreement and five (5) years after its expiration and/or termination, all non-public, proprietary, or confidential information of any nature and in any form disclosed by the other Party during the pre-contractual phase, as well as during the performance of the Agreement. For the above-mentioned time period, each Party is prohibited, unless otherwise authorized by the other Party,

(i) using the other Party's confidential information for purposes other than the performance of this Agreement, and (ii) disclosing the other Party's confidential information to any person or entity, except to its and its Affiliates' employees, agents, contractors, attorneys, accountants, and financial advisors who need to know the confidential information in connection with the Agreement (the "Representatives") and who are obligated to keep the confidential information confidential. Each Party shall be responsible for any breach of this clause caused by any of its Representatives.

保密 在本协议履行期间及本协议期满和/或终止后五（5）年内，各方均应对在订立协议前阶段以及履行本协议过程中由另一方披露的任何非公开的、专有的或具有保密性质的、无论何种形式或载体的信息予以保密。在上述期限内，除非事先获得另一方的授权，任何一方均不得：(i) 将另一方的保密信息用于履行本协议以外的任何其他目的；或 (ii) 向任何个人或实体披露另一方的保密信息，但法律、会计和业务需要除外，即可向其自身及其关联方的雇员、代理人、承包商、律师、会计师及财务顾问披露，该等人员在与本协议相关的范围内确有知情需要（以下统称“相关人员”），且前提是其已承担相应的保密义务。任何一方应对其任何相关人员违反本条款而导致的违约行为承担责任。Each Party may however disclose (i) confidential information to such persons as may be required by law, (ii) information in the public domain or which was or became available to the other Party on a non-confidential basis from a third-party (iii) information independently developed by a Party without access to the other Party's confidential information.

但是，双方均可：(i) 向法律要求的人员披露保密信息，(ii) 披露处于公开领域的信息，或另一方在非保密基础上从第

三方获得的信息，(iii) 披露由一方在未接触或使用另一方保密信息的情况下独立开发形成的信息。

The confidential information provided by the Purchaser remains its property. No right to use, license or otherwise exploit such information is granted to the Supplier.

采购方提供的保密信息仍为采购方的财产。供应商未被授予使用、许可或以其他方式利用该信息的权利。

17.2. **Publicity** Under no circumstances may the Agreement give rise to direct or indirect publicity without the prior and written authorization of the Purchaser.

宣传 在任何情况下，未经采购方事先书面授权，本协议不得引起直接或间接的宣传效果。

18. INTELLECTUAL PROPERTY 知识产权

18.1. **Proprietary Knowledge** All Parties shall maintain legal ownership of their proprietary knowledge, including but not limited to all elements of Intellectual Property Rights and titles held or controlled prior to the Agreement, or obtained, created or developed independently from the Agreement. If the use of Supplier's proprietary knowledge proves to be necessary for the use of the Goods and Services, the Supplier shall grant the Purchaser an assignable, non-exclusive and worldwide license to use such proprietary knowledge for the duration of legal protection of such proprietary knowledge or, as the case may be, the related Intellectual Property Rights, the price of such license being included in the price of the corresponding Goods or Services.

专有知识 双方应保持对其专有知识的合法所有权，包括但不限于在本协议之前持有或控制的、或独立于本协议获得、创造或开发的知识产权和所有权的所有要素。如果证明必须使用供应商的专有知识来使用货物和服务，则供应商应向采购方授予可转让的、非排他性的全球许可，允许其在该专有知识或相关知识产权（视情况而定）的法律保护期

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间使用该专有知识，该许可的价格包含在相应货物或服务的价格中。

18.2. Ownership of Foreground IP All Intellectual Property Rights resulting from the Agreement (hereinafter the "Foreground IP") will vest in the Purchaser, and the corresponding compensation is included in the price of the corresponding Goods or Services. If Intellectual Property Rights regulations do not allow this early transfer, the Supplier shall assign such Intellectual Property Rights to the Purchaser without additional cost.

前景知识产权的所有权 本协议产生的所有知识产权（“前景知识产权”）归采购方所有，相应的补偿包含在相应的货物或服务的价格中。如果知识产权法规不允许提前转让，则供应商应无偿将该等知识产权转让给采购方。

18.3. Infringement The Supplier shall indemnify the Purchaser against any actual or alleged infringement claims from third parties of any Intellectual Property Right related to the products and Goods which the Supplier uses or delivers to the Purchaser or an end customer as part of the Order. This indemnification shall cover any claims, damages, proceedings, rulings, expenses and costs (including legal fees) arising from an infringement of rights by the Supplier. In addition, the Supplier shall, at its own expense: either obtain for the Purchaser and/or the end customers the right to continue to use the delivered Goods, or replace or modify them so they cease to be infringing, while continuing to fulfill the purpose initially set out in the Order. These indemnity clauses and related obligations shall remain in effect as long as the delivered Goods are used by Purchaser or the end-customer.

侵权 如果采购方遭遇第三方就供应商用于或交付给采购方或最终客户的产品和货物（作为订单的一部分）相关的任何知识产权提出任何实际或涉嫌侵权索赔，供应商应赔偿采购方使其不受相关损失。本赔偿应涵盖因供应商侵权而产生的任何索赔、损害赔偿、诉讼、裁决、开支和费用

（包括法律费用）。此外，供应商还应自费为采购方和/或最终客户取得继续使用已交付货物的权利，或更换或修改已交付货物以使其不再侵权，同时继续实现订单中最初规定的目的。只要采购方或最终客户还在使用交付的货物，则这些赔偿条款和相关义务应继续有效。

19. FORCE MAJEURE

不可抗力

19.1. The Party affected by Force Majeure shall immediately inform the other Party in writing and shall take all reasonable steps to mitigate the consequences of such situation, in particular to avoid or limit any delay in Delivery of the Goods and/or execution of the Services.

受不可抗力影响的一方应立即以书面形式通知另一方，并采取一切合理措施减轻该等情况的后果，特别是避免或限制任何延迟交付货物和/或提供服务。

19.2. During any Force Majeure affecting Supplier's performance, Purchaser may, at its option, purchase the Goods or Services from other sources and reduce its Orders to Supplier by such quantities, without liability to the Supplier, or require the Supplier to provide Goods or Services from other sources in quantities and at times requested by the Purchaser at the price set forth in the Agreement.

在任何影响供应商履约的不可抗力期间，采购方可自行选择从其他来源购买货物或服务，并按照上述数量减少其向供应商订购的订单，无需向供应商承担责任，或要求供应商按采购方要求的数量和时间以本协议规定的价格从其他来源提供货物或服务。

20. ASSIGNMENT – SUBCONTRACTING

转让-分包

20.1. The Supplier may not assign, transfer or sub-contract its rights and obligations under the Order, free of charge or against payment, except with the prior written agreement of the Purchaser. The Supplier shall remain liable to the

Purchaser for any performance or non-performance of its obligation under the Agreement, whether by the Supplier or its permitted sub-contractors or assignees.

除非事先得到采购方的书面同意，否则供应商不得无偿或有偿地转让、让与或分包其在订单项下的权利和义务。不论供应商或其经许可的分包商或受让人履行或不履行其在本协议项下的义务，供应商仍应对采购方承担责任。

20.2. The Purchaser has the right to assign or transfer all or part of its rights and obligations to a third party.

采购方有权将其全部或部分权利和义务转让或让与给第三方。

21. EXPORT CONTROL

出口管制

21.1. Each Party shall comply with all international and national Trade Sanctions & Export Control Regulations. Nothing in this Agreement shall be construed as requiring a Party to perform an obligation that is non-compliant with any Trade Sanctions & Export Control Regulations.

双方均应遵守所有国际和国家贸易制裁和出口管制法规。本协议中的任何规定均不得被解释为要求一方履行不符合任何贸易制裁和出口管制法规的义务。

21.2. The Supplier is responsible for providing Purchaser with the export control classification of the Goods delivered under this Agreement, as well as the export control classification of the Services performed. The Supplier shall inform the Purchaser in writing of any change, or anticipated change, of the export control classification of the Goods and/or Services, if applicable.

供应商负责向采购方提供根据本协议交付的货物和提供的服务的出口管制分类。供应商应将货物和/或服务（如适用）出口管制分类的任何变更或预期变更以书面形式通知采购方。

21.3. Whenever all or part of the Goods or Services, if applicable, is subject to Trade Sanctions & Export Control Regulations, the Supplier shall:

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如果全部或部分货物或服务（如适用）受到贸易制裁和出口管制法规的限制，供应商应：

- be responsible for requesting in time, all relevant licenses and authorizations required for the export and Delivery of the Goods to the Purchaser's sites;
- 负责及时办理将货物出口和交付至采购方生产基地所需的所有相关许可和授权手续；
- provide the Purchaser with a copy of the export license certificate.
- 向采购方提供出口许可证副本。

21.4. It is the Supplier's duty to ensure that its subcontractors and suppliers comply with the Trade Sanctions & Export Control Regulations.

供应商有责任确保其分包商和供应商遵守贸易制裁和出口管制法规。

22. APPLICABLE LAW – JURISDICTION

适用法律——司法管辖权

22.1. The Agreement is governed by PRC law.

本协议受中国法律管辖。

22.2. Any dispute related to the interpretation, performance and/or termination of the Agreement which the Purchaser and the Supplier cannot resolve amicably within 30 working days of the date of its occurrence shall be referred to Shanghai International Arbitration Center for arbitration, which shall be conducted in accordance with the arbitration center's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon parties.

任何与本协议的解释、履行和/或终止有关的争议，如采购方和供应商在其发生之日起 30 个工作日内无法友好解决，应提交上海国际仲裁中心进行仲裁，仲裁应按照申请仲裁时该仲裁中心现行有效的仲裁规则进行。仲裁裁决是终局的，对双方均有约束力。

23. PERSONAL DATA PROTECTION

个人数据保护

23.1 For the purposes of this clause, “**Data Protection Laws**” means any applicable data protection or privacy laws. It shall include but not be limited to, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (“**General Data Protection Regulation**”) and French Law of 8 January 1978 known as the “**Loi Informatique et Libertés**” as amended.

23.1 在本条款中，“**数据保护法**”是指任何适用的数据保护法或隐私法。数据保护法应包括但不限于欧洲议会和欧盟理事会于 2016 年 4 月 27 日通过的有关在处理个人数据时保护个人权利和有关此类数据自由流动问题的第 2016/679 号条例（“《**通用数据保护条例**》”）（该条例废除了 95/46/EC 号指令），以及经修订的 1978 年 1 月 8 日法国《信息技术与自由法》。

23.2. **Data Protection Principles** The Parties shall adhere to the fundamental data protection principles of transparency, fairness, lawfulness, purpose limitation, data minimization, accuracy, storage limitation, integrity, and confidentiality, irrespective of the jurisdiction in which they operate and respect all rights.

数据保护原则 不论在哪个司法管辖区开展业务，双方均应遵守透明、公平、合法、目的限制、数据最小化、准确性、存储限制、完整性和保密性等基本数据保护原则，并尊重所有权利。

23.3. **Compliance with Data Protection Laws** The Parties shall comply with privacy laws and with the Purchaser's privacy policy (accessible at <https://www.roquette.com/legal/data-protection/privacy-notices>) for the performance of the GTP.

遵守数据保护法 双方应在履行 GTP 时遵守隐私法和采购方的隐私政策（可在下方网站查看

<https://www.roquette.com/legal/data-protection/privacy-notices>）。

23.4. **Cross-Border Data Transfers** If personal data is transferred to a jurisdiction that does not provide an adequate level of data protection, the Parties shall implement appropriate safeguards as required by applicable Data Protection Laws.

跨境数据传输 如果个人数据被传输到不能提供充分数据保护的司法管辖区，双方应按照适用的数据保护法的要求采取适当的保障措施。

23.5. **Data Breach Notification** Each Party shall promptly notify the other Party of any data breach that may affect the rights and freedoms of data subjects, in accordance with applicable Data Protection Laws.

数据泄露通知 双方应根据适用的数据保护法，及时通知另一方任何可能影响数据主体权利和自由的数据泄露事件。

23.6. **Survival** This Data Protection Clause shall survive the termination or expiration of these GTP.

继续有效 本数据保护条款在本 GTP 终止或期满后继续有效。

24. GENERAL

一般规定

24.1. Unless otherwise specified, the rights and remedies described herein shall be on a non-exclusive basis.

除非另有规定，本协议所述的权利和救济是非独占性的。

24.2. The Parties exclude the application of Article 1195 of the French Civil Code.

双方排除了《法国民法典》第 1195 条的适用。

24.3. Any provision declared null and void according to the applicable law or following a court ruling shall not be applicable and shall not affect the validity of the other provisions contained herein.

根据适用法律或法院裁决宣布无效的任何条款不应被适用，也不影响本协议中其他条款的效力。

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通用采购条款（《GTP》）

Supplier
供应商

Purchaser
采购方

24.4. These GTP are for the sole benefit of the Parties hereto, including for the benefit of the Purchaser's Affiliates. They confer no rights, benefits, or claims upon any person or entity not a party hereto. However, it is agreed that provisions of these GTP shall inure to the Parties' respective successors and permitted assignees.

本 GTP 仅代表本协议双方的利益，包括采购方关联方的利益。本 GTP 不授予非本协议一方的任何个人或实体任何权利、利益或权利要求。但是，双方同意，本 GTP 的规定应适用于双方各自的承继人和获准受让人。

24.5. Any provision of these GTP that contemplates performance or observance subsequent to termination or expiration of an Order will survive termination or expiration of such Order, as applicable, and continue in full force and effect thereafter.

本 GTP 中任何拟在订单终止或到期后被履行或遵守的条款应在订单终止或到期后继续有效（如适用），并且此后继续完全有效。

24.6 These GTP are written in English and Chinese. The Parties agree that the Chinese version shall prevail in case of conflict between the English version of the Chinese version.

本 GTP 有中文和英文各一份。双方同意，如中文文本与英文文本不一致，以中文文本为准。

Duly approved and signed on _____ in two original counterparts/by electronic signature by the Parties:
双方正式批准并于_____签署一式两份原件/通过电子签名签署：
