

SIGNIFY GENERAL CONDITIONS OF PURCHASE

Version February 2019

昕诺飞通用采购条款

2019.2 版本

1. Definitions 定义

In this document:

在本条款中:

(a) **“Agreement”** means the binding contract formed as as described in Clause 2.1 below;

“协议”是指依据下方第 2.1 条的描述所达成的具有约束力的合同;

(b) **“APAC”** means the Middle Eastern, Asian and other Pacific countries;

“亚太区”指中东、亚洲及其他太平洋国家;

(c) **“Applicable Data Protection Laws”** means the provisions of mandatory law of a country containing rules for the protection of individuals with regard to the Processing of Personal Data;

“适用的数据保护法律”指一个国家关于个人数据的处理对个人的保护所适用的强制法律规定的规则 ;

(d) **“Control”, “Controlled” or “Controlling”** means that the controlling company, firm or entity directly or indirectly holds 50% or more of the nominal value of the controlled company, firm or entity’s issued share capital or ownership interest and/or 50% or more of the controlled company, firm or entity’s voting power at the general meetings, and/or has the power to appoint a majority of the controlled company, firm or entity’s directors and/or to otherwise direct the controlled company, firm or entity’s activities;

“控制”、“被控制”或“控制着”指控制实体对被控制实体直接或间接持有 50%或 50%以上已发行股本的票面价值或所有权权益和/或 50%或 50%以上股东大会表决权和/或有权任命多数董事和/或以其他方式指令其活动;

(e) **“Controller”** means the party which alone or jointly with others has the authority to make decisions with respect to the Processing of Personal Data, in particular the authority to determine the purposes and the means of the Processing of such Personal Data;

“信息管理者”指单独或共同有权决定个人数据处理的实体，尤其是决定个人数据处理的的目的和方式的实体;

(f) **“Goods”** means both tangible and intangible goods, including software and related documentation and packaging;

“货物”指有形及无形货物，包括电脑软件及相关文件和包装;

(g) **“Intellectual Property Rights” (or “IPRs”)** means patents, utility certificates, utility models, industrial design rights, copyrights, database rights, trade secrets, know-how and maskwork rights and all registrations, applications, renewals, extensions, combinations, divisions, continuations or reissues of any of the foregoing or which otherwise arises or is enforceable under the laws of any jurisdiction or any bi-lateral or multi-lateral treaty regime;

“知识产权”(或“IPRs”)指专利、实用证书、实用新型、工业设计权、著作权、数据库权利、商业秘密、专有技术和集成电路掩膜作品，以及由上述任一权利所注册、申请、续展、延期、合并、分立、延续或者重新发放而产生或引发的权利或具有管辖权的法律或双边或多边协议框架下可执行的权利;

(h) **“Personal Data”** means any information relating to an identified or identifiable natural person;

“个人数据”指已识别或可识别个人的任何信息;

(i) **“Signify”** means the Signify Affiliate identified in a purchase order and where applicable includes other Signify Affiliates;

“昕诺飞”指订单或相关文件中签约昕诺飞实体；

(j) **“Signify Affiliate(s)”** means each company, firm and legal entity which now or hereafter is: (i) Controlled by Signify, (ii) Controlling Signify or (iii) under common Control with Signify and (iv) each of such other companies, firms or legal entities as may be appointed by Signify. The Signify Affiliates may be listed in the Eligible Buying Locations list (available at the Supplier Website) which may be updated from time to time by Signify;

“昕诺飞关联方”指现在或今后：(i)被昕诺飞控制的公司或法律实体；(ii)控制昕诺飞的公司或法律实体；(iii)与昕诺飞共同被控制的公司或法律实体；(iv)被昕诺飞指定的公司或法律实体。昕诺飞关联方可参见《合格购买地点清单》（供应商网页），此清单将由昕诺飞不时进行更新；

(k) **“Signify Data”** means any Personal Data or set of Personal Data processed by Supplier on behalf and under the instructions of Signify;

“昕诺飞数据”指供应商代表昕诺飞并在昕诺飞指示下处理的任何个人数据；

(l) **“Process” or “Processing” or “Processed”** means any operation or set of operations performed or to be performed upon Personal Data, whether or not by automatic means, such as creation, access, collection, recording, organization, structuring, storage, loading, employing, adaptation or alteration, retrieval, consultation, displaying, use, disclosure by transmission, granting remote access, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

“处理或处理中或已处理”指对个人数据做出的或将要做出的操作或一系列操作，无论是否是自动进行的，比如创造、获取、收集、记录、组织、构建、存储、下载、利用、改编或修改、检索、咨询、展示、使用、通过传输披露、授予远程操作控制权、传播或使个人数据可获取、联合、组合、阻碍、消除或销毁的操作；

(m) **“Open Source Software”** means (1) any software that requires as a condition of use, modification and/or distribution of such software, that such software: (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; (iii) may only be redistributed free from enforceable IPRs; and/or (2) any software that contains, is derived from, or statically or dynamically links to, any software specified under (1);

“开放源代码软件”指(1)任何需下列条件始能使用、修改及/或散布的软件：(i)以源代码形式披露或传播的软件；(ii)为制造衍生作品之目的而许可的软件；(iii)只能以不具有可执行的知识产权之形式重新发行的软件；及/或(2)包含第(1)条所述任何软件衍生而来的、或与之存在静态或动态链接的任何软件；

(n) **“Services”** means the services to be performed by Supplier for Signify under the Agreement;

“服务”指供应商依协议将为昕诺飞所提供的服务；

(o) **“Supplier Affiliate(s)”** means each company, firm or other entity per the effective date of the Agreement is: (i) Controlled by Supplier, (ii) Controlling Supplier or (iii) under common Control with Supplier, only for as long as such Control exists;

“供应商关联方”指自本协议生效之日起,仅在控制存在时，(i)被供应商控制的实体；(ii)控制供应商的实体；(iii)与供应商共同被控制的实体；

(p) **“Supplier”** shall mean each person or entity (including, where relevant, Supplier Affiliates), that enters into the Agreement;

“供应商”指签订协议的个人或实体（包括相关供应商关联方）；

(q) **“Supplier Website”** means the website hosted by Signify N.V. providing relevant information about how Signify does business with its suppliers at <https://www.signify.com/global/contact/suppliers> or such other link as may be communicated by Signify from time to time;

“供应商网页”指由 Signify N.V.提供昕诺飞如何与供应商开展业务的相关信息的网页，网页链接为 <https://www.signify.com/global/contact/suppliers>，或昕诺飞不时提供的其他链接；

(r) **“Work Product”** means all deliverables (including future deliverables) and other data, reports, works, inventions, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, drafts, prototypes, products and other work product or intermediate versions thereof produced or acquired by Supplier Affiliates, its personnel or its agents for Signify in the performance of Services under the Agreement. **“工作成果”**指由供应商关联方及供应商员工或代理人为昕诺飞在履行协议下服务的过程中的一切可交付物（包括将来的可交付物）以及其他数据、报告、作品、发明、技术诀窍、软件、改进、设计、设备、器械、业务、加工、方法、草稿、原型、产品以及其他工作成果或中间版本。

2. **Formation of the Agreement 协议的成立**

2.1. These General Conditions of Purchase, together with the relevant purchase order issued by Signify, set forth the terms under which Signify’s offers to purchase Goods and/or Services from Supplier. When Supplier accepts Signify’s purchase order, either by acknowledgement, delivery of any Goods and/or commencement of performance of any Services, a binding contract shall be formed. Such Agreement is limited to these General Conditions of Purchase, the relevant purchase order and any attachments. Signify does not agree to any proposed amendment, alteration, or addition by Supplier. The Agreement can be varied only in writing signed by Signify. Any other statement or writing of Supplier shall not alter, add to, or otherwise affect the Agreement.

本通用采购条款以及昕诺飞出具的相关订单规定了昕诺飞向供应商要约采购货物和/或服务的条款。当供应商以确认、交付任何货物和/或服务或开始履行任何服务之方式接受昕诺飞的订单时，一个具有约束力的协议即已有效成立。该协议受限于本文所述通用采购条款、相关订单及任何附件之规定。昕诺飞不接受供应商拟定的任何修订、变更或补充。协议仅经昕诺飞书面签署后可予以变更。供应商的任何其他声明或书面文件均不得变更、补充或以其他方式影响协议。

2.2. Signify is not bound by and hereby expressly objects to and rejects Supplier’s general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier. Course of performance, course of dealing, and usage of trade shall not be applied to modify these General Conditions of Purchase.

昕诺飞在此明确不同意并拒绝在供应商的计划、报价、价目表、确认函、发票、装箱单或类似物品上出现供应商通用销售条款，昕诺飞将不受其约束。任何交易方式、交易过程及商业惯例不应更改本通用采购条款之约定。

2.3. All costs incurred by Supplier in preparing and submitting any acceptance of Signify’s offer shall be for the account of Supplier.

供应商应自行承担所有因准备及提出对昕诺飞要约之接受所产生之成本及费用。

2.4. For certain countries a translated version of the Signify General Conditions of Purchase has been made available to Supplier on the following website:

<https://www.signify.com/global/contact/suppliers/working-with-signify/general-conditions-of-purchase>. In case of a conflict between a country specific translated version of the Signify General Conditions of Purchase and these Signify General Conditions of Purchase, the latter shall prevail.

在某些国家，昕诺飞通用采购条款翻译版本可见于网站

<https://www.signify.com/global/contact/suppliers/working-with-signify/general-conditions-of-purchase>. 若网站翻译版本与本通用条款有不一致处，以后者为准。

2.5. For certain countries a country specific version of the Signify General Conditions of Purchase shall govern the Agreement, which country specific version has been made available to Supplier on the following website: <https://www.signify.com/global/contact/suppliers/working-with-signify/general-conditions-of-purchase>.

在某些国家，有针对该国家的特定昕诺飞通用采购条款，该特定版本见于网站

<https://www.signify.com/global/contact/suppliers/working-with-signify/general-conditions-of-purchase>.

3. **Time of the Essence 遵守时间规定之必要**

3.1 Time is of the essence and all dates referred to in the Agreement shall be firm. In the event that

Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Agreement, Supplier shall promptly notify Signify in writing.

时间至关重要且供应商应严格遵守协议规定的全部日期。若供应商预计按协议规定的任何交货日期交货或履行其他义务有困难，应立即以书面形式通知昕诺飞。

4. Delivery of Goods 货物交付

4.1. All Goods shall be delivered DAP “named place” (as defined in the Incoterms 2010) with “named place” as the final place of delivery as mentioned on the purchase order. In case the purchase order contains a different Incoterm, the Incoterm on the purchase order prevails.

全部货物应按照DAP“指定地点”（按《2010年国际贸易术语解释通则》定义）交付，指定地点是订单中所列的最终送达地点。若订单中Incoterm术语不一致，以订单中Incoterm术语为准。

4.2. Delivery shall be completed as per the applicable Incoterm, but this shall not constitute acceptance of the Goods.

交付应依照适用的国际贸易术语完成，但交付不构成昕诺飞对货物的接受。

4.3. Supplier shall, concurrently with the delivery of the Goods, provide Signify with copies of all applicable licenses. Each delivery of Goods to Signify shall include a packing list stating at least (i) the applicable purchase order number, (ii) the Signify part number, (iii) the quantity shipped, and (iv) the date of shipment.

供应商应于交付货物的同时向昕诺飞提供所有相关证书的复印件。每次向昕诺飞交付货物时应附有装箱单，装箱单至少表述下列内容：(i)订单编号，(ii)昕诺飞货物/零件编号，(iii)装运数量，及(iv)装运日期。

4.4. Supplier shall make no partial delivery or delivery before the agreed delivery date(s). Signify reserves the right to refuse delivery of Goods and return same at Supplier’s risk and expense if Supplier defaults in the manner and time of delivery or in the rate of shipment. Signify shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Goods, prior to delivery in accordance with the Agreement.

供应商不得分批交货或在约定的交货日期前交货。若供应商未依约定的方式、时间或运输费率交货，昕诺飞有权拒绝接受货物并将该货物退回给供应商，由此产生的风险及费用由供应商自行承担。在供应商依协议完成交付前，昕诺飞不承担供应商因货物的生产、安装、组装或任何其他作业所发生的任何成本及费用。

4.5. Any design, manufacturing, installation or other work to be performed by or on behalf of Supplier under the Agreement shall be executed with good workmanship and using proper materials and in accordance with all applicable laws, regulations and codes.

协议下应由供应商履行或以供应商名义履行的任何设计、制造、安装或其他作业应以良好工艺和合格材料来履行并符合一切现行的法律、法规和准则。

4.6. Supplier shall pack, mark and ship the Goods in accordance with sound commercial practices and Signify’s specifications in such manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for Signify.

Notwithstanding the provisions of the applicable Incoterms, Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package, handle (before delivery as per the applicable Incoterm) or pack the Goods; Signify shall not be required to assert any claims for such loss or damage against the common carrier involved.

供应商应依良好商业惯例及昕诺飞的指示包装、标识以及运送货物，以避免货物在运送途中发生损害，并方便货物的装卸、处置及仓储。全部货物应清楚标示为交付昕诺飞的货物。无论适用的国际贸易术语作何规定，若供应商（依照适用的国际贸易术语，供应商在交付前）未能妥善保存、包装、处置或堆放货物，则供应商应负责由此产生的任何损失或损害，而无需昕诺飞向相关承运人提出损害赔偿的请求。

5. Changes to Goods 货物变更

5.1. Supplier shall not, without prior written consent of Signify, make any changes affecting Goods, including process or design changes, changes to manufacturing processes (including geographic location) changes affecting electrical performance, mechanical form or fit, function, environmental compatibility, chemical characteristics, life, reliability or quality of Goods or changes that could have material impact upon Supplier's quality system.

未经昕诺飞事先书面同意，供应商不得作出任何影响货物之变更，包括加工或设计变更、制造工艺（含地理位置）变更、影响货物的电气性能、机械形式、尺寸或功能、环境兼容性、化学特性、寿命、可靠性或质量的变更、或可能对供应商的质量体系产生实质性影响的变更。

6. Inspection, Testing, Rejection of Goods 货物检验、检测及拒绝受领

6.1. Inspection, testing or payment for the Goods by Signify shall not constitute acceptance. Inspection or acceptance of or payment for the Goods by Signify shall not release Supplier from any of its obligations, representations or warranties under the Agreement.

昕诺飞的检验、测试或付款不应构成昕诺飞对货物的接受。昕诺飞对货物的检验、接受或付款不免除供应商在协议下应作出的任何义务、声明或承诺。

6.2. Signify may, at any time, inspect the Goods or the manufacturing process for the Goods. If any inspection or test by Signify is made on the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of Signify's inspection personnel.

昕诺飞可随时检验货物或货物生产流程。若昕诺飞在供应商的场所进行任何检验或测试，供应商应为昕诺飞检测人员的安全及便利提供适当设施与协助。

If Signify does not accept any of the Goods, Signify shall promptly notify Supplier of such rejection, and Clause 11 below shall apply. Within two (2) weeks from such notification, Supplier shall collect the Goods from Signify at its own expense. If Supplier does not collect the Goods within said two (2) week period, Signify may have the Goods delivered to Supplier at Supplier's cost, or with the Supplier's prior consent destroy the Goods, without prejudice to any other right or remedy Signify may have under the Agreement or at law. Goods not accepted but already paid by Signify shall be reimbursed by Supplier to Signify and Signify shall have no payment obligation for any Good not accepted by Signify.

若昕诺飞不接受货物，昕诺飞应立即通知供应商该等拒绝，并依本条款第 11 条的约定处理。在发出通知后二（2）周内，供应商应自行承担费用前往昕诺飞处取回货物。若供应商未能在二（2）周内取回货物，昕诺飞可将货物退还至供应商，由此产生的费用由供应商承担，或经供应商事先同意后销毁货物，该等行为将不影响昕诺飞依协议或法律可享受的任何其他权利或救济。昕诺飞拒绝接受但已付款的货物应由供应商向昕诺飞退款，昕诺飞无义务为其拒绝接受的任何货物付款。

6.3. If, as a result of sampling inspection, any portion of a lot or shipment of like or similar items is found not to conform to the Agreement, Signify may reject and return the entire shipment or lot without further inspection or, at its option, complete inspection of all items in the shipment or lot, reject and return any or all nonconforming units (or accept them at a reduced price) and charge Supplier the cost of such inspection. 若取样检测结果显示装运的整批货物中的任何某一部分不符合协议要求，昕诺飞有权拒绝并退回整批货物而无需进行进一步检测，昕诺飞也可选择完成该批次所有货物的检测，并在检测后拒绝和退回任何或全部不符合要求的货物（或减价接受不符合要求的货物），并向供应商收取检测费用。

7. Performance of Services 服务的履行

7.1. Supplier shall perform the Services with due skill and care, using the proper materials and employing sufficiently qualified staff.

供应商应行使适当技能及善良管理人之注意义务履行服务，且应使用合格材料并雇用充分胜任其工作的人员。

7.2. Supplier shall be fully liable for the acts and omissions of any and all third parties with which it

has contracted in connection with the Services.

若供应商为履行服务而与第三人建立合同关系，供应商应就任何及所有该等第三人之作为和不作为的行为对昕诺飞承担全部责任。

7.3. Only written confirmation by Signify shall constitute acceptance of the Services performed. If Signify does not accept the Service and/or Work Product(s), Clause 11 below shall apply. Signify shall promptly notify Supplier of such rejection, and Supplier will, at its own expense, carry out the necessary corrections, additions and modifications reasonably requested by Signify in writing within thirty (30) days of such notification.

仅昕诺飞的书面确认构成昕诺飞对供应商所提供服务的接受。若昕诺飞拒绝接受服务和/或工作成果，则适用下述第 11 条。昕诺飞应将该等拒绝及时通知供应商，供应商应当在昕诺飞发出该等书面通知后三十（30）日内根据昕诺飞的合理要求采取必要的改正、增加以及修正措施，由此产生的费用应由供应商自行承担。

8. Prices; Payment 价格; 付款

8.1. Unless provided otherwise in the purchase order issued by Signify, title in the Goods shall pass to Signify at the time risk is transferred to Signify pursuant to the applicable Incoterm.

除非昕诺飞的订单另有规定，货物所有权同时货物灭损的风险应依据适用的国际贸易术语转移至昕诺飞。

8.2. All prices quoted in the Agreement shall be fixed prices. Supplier warrants that such prices are not in excess of the lowest prices charged by Supplier to other similarly situated customers for similar quantities of Goods or Services of like kind and quality.

协议中所有价格均为固定价格。供应商保证上述价格不超过供应商于类似供货数量、服务及质量的条件下给予其他类似客户的最低价格。

8.3 (i) All prices are gross amounts but exclusive of any value added tax (VAT), sales tax, GST, (Goods and Service Tax), consumption tax or any other similar tax only. (ii) If the transactions as described in the Agreement are subject to any applicable VAT, sales tax, GST, consumption tax or any other similar tax, Supplier may charge VAT, sales tax, GST, (Goods and Service Tax), consumption tax or any other similar tax to Signify, which shall be paid by Signify in addition to the prices quoted. Supplier is responsible for paying any applicable VAT, sales tax, GST(Goods and Service Tax), consumption tax or any other similar tax to the appropriate (tax) authorities. At or after the time delivery has been completed as per Clause 4 but ultimately within six months from delivery, Supplier shall issue an invoice meeting all applicable legal and fiscal requirements and which in any event shall contain: (i) name, address and VAT registration code of Signify, (ii) name, address and VAT registration code of Supplier, (iii) Supplier invoice reference number, (iv) the Signify purchase order number, (v) Supplier invoice date, (vi) amount payable and (vii) applicable currency. Supplier shall send the invoice to Signify according to the instructions as set forth on the purchase order.

(i) 所有价格均为总金额，但不包含增值税(VAT)、营业税、货物服务税、消费税或任何其他类似税费。(ii) 若协议中约定的交易须缴纳任何相关增值税、营业税、货物服务税、消费税或其他类似税费，供应商可向昕诺飞收取，昕诺飞将在产品报价外另行支付该等税费。供应商负责向相关税务机关缴纳任何适用的增值税、营业税、货物服务税、消费税或其他类似税费。根据第 4 条完成交付之时或之后但于货物交付后六个月之内，供应商应出具符合一切相关法律和财务要求的发票，发票在任何时候都应包括：(i) 昕诺飞的名称、地址和增值税税号；(ii) 供应商的名称、地址和增值税税号，(iii) 供应商的发票编号；(iv) 昕诺飞订单号；(v) 供应商发票日期；(vi) 应付款金额；(vii) 适用的货币币种。供应商应按照订单上的指示向昕诺飞交付发票。

8.4. Any license fees shall be included in the price.

任何价格均应包括许可费用。

8.5. Subject to the acceptance of the Goods, Services and/or Work Product by Signify, and unless provided otherwise in the purchase order of Signify, payment shall be made within ninety-five (95) days end of month from the receipt of the correct invoice to the extent allowed under applicable mandatory

law, all in accordance with Clause 8.3 in the proper form. Signify performs its payment runs three times per month.

在昕诺飞接受货物、服务和/或工作成果的前提下，且除非订单另有规定，付款应按下述方式进行：在收到在适用的强制法律允许的范围内按第 8.3 条规定开具的形式合格的正确发票当月月底起九十五（95）天内付款。昕诺飞每个月份的付款日有三次。

8.6. If Supplier fails to fulfill any of its obligations under the Agreement, Signify may suspend payment to Supplier upon notice to Supplier.

若供应商不能完成其在协议下的任何义务，则昕诺飞可在通知供应商后暂停向其付款。

8.7. Supplier hereby unconditionally accepts that Signify and any of the Signify Affiliates shall at all times have the right to set-off any amounts that any Signify Affiliate owes to Supplier or Supplier Affiliates under this Agreement with any amounts that Supplier or Supplier Affiliates owes to any Signify Affiliate under the Agreement or any other agreement.

供应商特此无条件同意昕诺飞及/或其任何关联方始终有权以供应商或其关联方在协议或任何其他协议下应向任何昕诺飞及/或其关联方支付的任何款项抵销任何昕诺飞或其关联方在协议下应向供应商或其关联方支付的任何款项。

8.8. Supplier acknowledges and agrees that any amount to be paid by Signify to Supplier may be paid on Signify' behalf by another Signify Affiliate and/or a third party designated by Signify. Supplier shall treat such payment as if it were made by Signify itself and Signify' obligation to pay to Supplier shall automatically be satisfied and discharged in the amount paid by such entity or third party.

供应商确认并同意任何应由昕诺飞向供应商支付的任何款项，可由昕诺飞关联方和/或其指定第三方以昕诺飞的名义给付。供应商应视该等给付等同于昕诺飞自己的给付，且昕诺飞向供应商的付款义务因该等实体或第三方支付款项的同时当然履行完毕。

9. Warranty 保证

9.1. Supplier represents and warrants to Signify that all Goods, Services and/or Work Product(s):

供应商向昕诺飞声明并保证所有适用的货物、服务和/或工作成果：

- (a) are suitable for the intended purpose and shall be new, merchantable, of good quality and free from all defects in design, materials, construction and workmanship;
适用于预期用途、为新品、具备适销性、具有良好品质，且不存在设计、材料、制造和工艺上的缺陷；
- (b) strictly comply with the specifications, approved samples and all other requirements under the Agreement;
均严格符合规格、昕诺飞批准的样品及协议下的一切其他要求；
- (c) are delivered with all required licenses which shall remain valid and in place, and with the scope to properly cover the intended use. Furthermore, all such licenses shall include the right to transfer and the right to grant sublicenses;
交付时应一并提供所有必要的许可，该等许可应维持有效且其范围包含产品的预计使用用途。该等许可还应包括转让许可权及再许可权；
- (d) shall be free from any and all liens and encumbrances;
不存在任何及全部留置权或其他权利负担；
- (e) have been designed, manufactured and delivered in compliance with all applicable laws (including labor laws), regulations, EC Directive 2001/95 on General Product Safety and the then current Supplier Sustainability Declaration which can be found at the Supplier Website;
所有产品的设计、制造和交付符合相关法律法规（包括劳动法律法规）、欧盟关于一般商品安全之指令 2001/95 及供应商网页上届时有效的《供应商可持续发展宣言》；
- (f) are provided with and accompanied by all information and instructions necessary for proper and safe use;
交付时应附有正确安全使用产品所需的信息和说明书；
- (g) all packaging and components supplied to Signify comply with the Regulated Substances List (RSL), which can be found at the Supplier Website or will be sent to Supplier upon its first written request.

Supplier shall furnish to Signify any information required to enable Signify to comply with such laws, rules, and regulations in its use of the Goods and Services; and

供应商提供给昕诺飞的全部包装及部件应符合《物质管控清单》(RSL), 《物质管控清单》列于供应商网页或在供应商首次书面要求后发送给供应商。供应商应向昕诺飞提供使其在使用产品和服务时能遵守相关法律法规所需的任何信息; 以及

- (h) will be accompanied by written and detailed specifications of the composition and characteristics, to enable Signify to transport, store, process, use and dispose of such Goods and/or Work Product safely and in compliance with law.

交付时附有有关成份和特性的书面详细规格, 以使昕诺飞能以安全、合法的方式运输、存存储、加工、使用及处分该货物和/或工作成果。

9.2. The warranties stated in Clause 9.1 are not exhaustive and shall not be deemed to exclude any warranties set by law, Supplier's standard warranties or other rights or warranties which Signify may be entitled to. These warranties shall survive any delivery, inspection, acceptance, payment or resale of the Goods, and shall extend to Signify and its customers.

第 9.1 条所述保证并未穷尽列举全部保证且不得视为排除任何法定保证、供应商的标准保证条款及昕诺飞有权享受的其他权利或保证。上述保证应在货物交付、检测、验收、付款或转售后继续有效且适用于昕诺飞及其客户。

9.3. Without prejudice to any other rights accruing under the Agreement or law, the warranties set forth in Clause 9.1 will subsist for a period of thirty-six (36) months from the date of delivery as per Clause 4.2, or such other period as agreed in the Agreement (the "Warranty Term"). Goods repaired or replaced within the Warranty Term are warranted for the remainder of the original Warranty Term of said Goods, or twelve (12) months following the delivery date of such repaired or replaced Goods, whichever is longer.

在不损害昕诺飞依协议或法律可享有的任何其他权利的前提下, 第 9.1 条所述各项保证应自第 4.2 条所规定的交付之日起三十六 (36) 个月或协议规定的其他期限 ("保证期") 内持续有效。在保证期内维修或替换的货物在货物的原保证期剩余期限或维修或替换货物交付之日起十二 (12) 个月内受保 (以二者中期限较长者为准)。

9.4. Supplier agrees that, upon request of Signify, it shall register and use BOMcheck (<https://www.bomcheck.net/>) to make substance compliance declarations including ROHS, REACH and other applicable regulatory requirements by making declarations in BOMcheck to fully comply with the Signify RSL, unless otherwise agreed with Signify. Supplier will also adhere to future RSL changes following notification from BOMcheck or other non-registered correspondence and is and will be fully compliant with the updated Signify RSL within 1 months of receiving the notification, unless otherwise agreed with Signify. Signify may reject deliveries that do not comply with these requirements.

供应商同意, 除非届时双方另有约定, 在昕诺飞提出要求后, 供应商将在注册并使用 bomcheck (www.bomcheck.net) 后作出物质合规声明, 声明遵守《电气、电子设备中限制使用某些有害物质指令》(ROHS)、《关于化学品注册、评估、许可和限制法案》(REACH)和其他相关监管要求, 从而充分遵守昕诺飞物质管控清单。除非届时双方另有约定, 在获得 bomcheck 通知或其他不注册通讯后, 供应商将遵守物质管控清单的变更内容, 且其现在及此后将在收到通知后 1 个月内充分遵守更新的昕诺飞物质管控清单。昕诺飞可拒绝接受不符合上述要求的交付。

10. Open Source Software Warranty 开放源代码软件保证

10.1 Unless the inclusion of Open Source Software is specifically authorized in writing by duly authorized officers of Signify and unless otherwise stated in the Agreement, Supplier represents and warrants that the Goods do not include any portion of any Open Source Software.

除非昕诺飞正式授权代表明确书面授权允许包含开放源代码软件或协议中另作规定, 供应商声明并保证货物不包括任何开放源代码软件。

11. Non-conformity 不符合要求

11.1. If any Goods, Services or Work Products are defective, latent or otherwise do not conform to the

requirements of the Agreement, Signify shall notify Supplier and may, without prejudice to any other right or remedy available to it under the Agreement or at law, at its sole discretion:

若任何货物、服务或工作成果有缺陷、潜在隐患或因其他原因不符合协议要求，在不损害昕诺飞依协议或法律可享有的任何其他权利或救济的前提下，昕诺飞应通知供应商并有权自行决定选择：

- (a) require performance by Supplier;
要求供应商履行协议；
- (b) require delivery of substitute Goods or Work Products;
要求供应商交付替换货物或工作成果；
- (c) require Supplier to remedy the lack of conformity by repair;
要求供应商通过修理补救货物不符合要求之处；
- (d) declare the contract rescinded; or
声明解除合同；或
- (e) reduce the price in the same proportion as the value of the Goods or Services actually delivered, even if that results in a full refund of the price paid to Supplier.
根据实际交付的货物或服务的价值以相应比例降低货物价格，直至要求供应商全额退还昕诺飞已支付的全部款项。

Supplier acknowledges and accepts that in the event that Signify elects Supplier to remedy the lack of conformity by repair, Signify entitled is to determine to have such non-confirming Goods or Work Products repaired by Supplier, whether or not in the field, with other components than those used by Supplier.

供应商确认并同意，若昕诺飞选择要求供应商通过修理补救货物不符合要求之处，昕诺飞有权要求供应商用非供应商所使用的零部件来修理安装于现场及未安装于现场的任何和全部不符合要求的货物或工作成果。

11.2. Supplier shall bear all cost of repair, replacement and transportation of the nonconforming Goods, and shall reimburse Signify in respect of all costs and expenses (including, without limitation, inspection, handling and storage costs) reasonably incurred by Signify in connection therewith.

供应商应承担不符合要求货物的全部修理、替换及运输成本及费用，并赔偿昕诺飞因此所产生的全部合理成本及费用（包括但不限于检验、处理及仓储成本及费用）。

11.3. Risk in relation to the nonconforming Goods shall pass to Supplier upon the date of notification thereof.

不符合要求的货物的风险负担将自昕诺飞通知之日起移转至供应商。

12. Ownership and Intellectual Property 所有权和知识产权

12.1. All machinery, tools, drawings, specifications, raw materials and any other property or materials furnished to Supplier by or for Signify, or paid for by Signify, for use in the performance of the Agreement, shall be and remain the sole exclusive property of Signify Holding B.V. and shall not be furnished to any third party without Signify's prior written consent, and all information with respect thereto shall be confidential and proprietary information of Signify. In addition, any and all of the foregoing shall be used solely for the purpose of fulfilling purchase orders from Signify, shall be marked as owned by Signify Holding B.V., shall be held at Supplier's risk, shall be kept in good condition and, if necessary, shall be replaced by Supplier at Supplier's expense, shall be subject to periodic inventory check by Supplier as reasonably requested from time to time by Signify, and shall be returned promptly upon Signify's first request. Except as otherwise expressly agreed in writing, Supplier agrees to furnish at its own expense all machinery, tools, and raw materials necessary to perform its obligations under the Agreement.

由昕诺飞提供或其他方代表昕诺飞提供给供应商或昕诺飞为其付款的为履行协议之目的使用的全部机器、工具、绘图、规格、原材料及任何其他物品或材料，Signify Holding B.V.对其享有排他性所有权。非经昕诺飞事先书面同意，不得提供给任何第三方。任何及全部上述机器、工具、绘图、规格、原材料及任何其他物品或材料应仅用于履行昕诺飞的订单，标示其为Signify Holding B.V.所有，由供应商负责妥善保管（在必要时由供应商自负费用进行更换）并承担相关风险，按照昕诺飞不时提出的合理要求由供应商进行定期库存盘点，并应在昕诺飞首次提出要求后立即归还给昕诺飞。除非另行明确书面约定，供应商同意自负费用提供履行其协议义务所需的全部机器、工具及原材料。

12.2. Supplier represents and warrants to Signify that the Goods and Services do not and shall not, alone or in any combination, infringe or violate any third party (including Supplier's employees and subcontractors) IPRs.

供应商向昕诺飞声明并保证其货物和服务及货物与服务组合现在和将来都不会侵害或违反任何第三人(包括供应商的员工及分包商)的知识产权。

12.3. The purchase of the Goods and/or Services shall confer on Signify and its Signify Affiliates an irrevocable, world-wide, royalty-free and fully paid up, non-exclusive and perpetual license under all IPRs owned or controlled, directly or indirectly, by Supplier to use, make, have made, build-in, have built-in, market, sell, lease, license, distribute and/or otherwise dispose of the Goods and/or Services, including but not limited to machinery, tools, drawings, designs, software, demos, moulds, specifications or pieces.

因产品和/或服务的购买, 供应商将授予昕诺飞及其关联公司其所直接或间接拥有或控制的所有知识产权下不可撤销、全球范围内、免许可使用费、非排他性及永久的许可权, 用于对该产品和/或服务进行使用、制造、委托制造、嵌入、委托嵌入、市场营销、销售、租赁、许可、分销和/或以其它方式进行处置, 包括但不限于机械、工具、图纸、设计、软件、样本、模具、规格或零件。

12.4. Signify shall retain all rights in any samples, data, works, materials and intellectual and other property provided by Signify to Supplier. All rights in and titles to the Work Product shall become Signify's property. Supplier shall execute and deliver any documents and do such things as may be necessary or desirable in order to carry into effect the provisions of this Clause 12.4.

昕诺飞提供给供应商的任何样品、数据、工作成果、材料、知识产权及其他物品所包含的一切权利仍归昕诺飞所有。一切工作成果的权利和所有权应归昕诺飞所有。供应商应签署并交付任何必要或适宜的文件并履行必要或适宜的任何事项以实现第 12.4 条的约定。

12.5. Supplier shall not have any right, title or interest in or to any samples, data, works, materials, trademarks, trade names, or any other intellectual property rights owned by or licensed to Signify. Supplier shall not use any trademark, trade name, other indication or any other intellectual property rights owned or licensed to Signify in relation to the Goods or Services alone or in any combination without Signify's prior written approval and any use as authorized by Signify shall be strictly in accordance with the instructions of Signify.

供应商对任何样品、数据、工作成果、材料、商标、商号、或昕诺飞所有或被授权的任何其他知识产权不享有任何权利、所有权或权益。非经昕诺飞事前书面同意, 供应商不得在提供货物或服务或货物和服务组合时使用任何商标、商号、其他标识或昕诺飞所有或被授权的任何其他知识产权。就经昕诺飞授权的使用, 供应商应严格遵循昕诺飞的指示。

12.6. Supplier shall not, without Signify's prior written consent, publicly make any reference to Signify, whether in press releases, advertisements, sales literature or otherwise.

非经昕诺飞事前书面同意, 供应商不得在新闻发布、广告、销售宣传或其他材料中公开提及昕诺飞。

13. Intellectual Property Indemnification 知识产权赔偿

13.1. Supplier shall indemnify and hold harmless Signify, Signify Affiliates, agents and employees and any person selling or using any of Signify's products in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Goods or Services alone or in any combination or their use infringes any third party IPRs, or, if so directed by Signify, shall defend any such claim at Supplier's own expense.

若任何第三人主张任何货物或服务或货物与服务组合或其使用侵犯任何第三方知识产权, 供应商应赔偿昕诺飞及其关联方、代理人、员工及销售或使用昕诺飞产品的任何人因此面临的任何及全部索赔、损害赔偿金、成本及费用(包括但不限于利润损失及合理律师费用) 并使其免受损害, 或依昕诺飞的指示就上述索赔进行抗辩并承担相关费用。

13.2. Signify shall give Supplier prompt written notice of any such claim, provided, however, any delay in notice shall not relieve Supplier of its obligations hereunder except to the extent it is prejudiced by

such delay. Supplier shall provide all assistance in connection with any such claim as Signify may reasonably require.

昕诺飞就任何前述索赔应及时书面通知供应商，但在供应商受迟延通知不良影响的范围之外，通知迟延不应减免供应商的前述义务。经昕诺飞提出合理请求，供应商就前述索赔应提供一切协助。

13.3. In addition to Signify's rights hereunder or under applicable law, if any Goods or Services alone or in any combination, supplied under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall, as directed by Signify, but at its own expense: either

除昕诺飞在本协议或适用的法律下所享有的权利外，若供应商依协议提供的任何货物或服务或货物与服务组合构成侵权或被禁止使用，供应商应自行承担费用依昕诺飞的指示：

- (a) procure for Signify or customers the right to continue using the Goods or Services alone or in any combination; or
为昕诺飞或其客户取得继续使用货物、服务或货物与服务组合的权利；或
- (b) replace or modify the Goods or Services alone or in any combination with a functional, non- infringing equivalent.
用具有同等功能且不侵权的货物、服务或货物与服务组合进行更换或修理。

13.4. If Supplier is unable either to procure for Signify the right to continue to use the Goods or Services alone or in any combination or to replace or modify the Goods or Services alone or in any combination in accordance with the above, Signify may terminate the Agreement and upon such termination, Supplier shall reimburse to Signify the price paid, without prejudice to Supplier's obligation to indemnify Signify as set forth herein.

若供应商不能依前述方式为昕诺飞或其客户取得继续使用货物、服务或货物与服务组合的权利或更换或修理货物、服务或货物与服务组合，昕诺飞有权解除协议，且在昕诺飞解除协议后，供应商应退还昕诺飞已支付的款项，供应商退还前述金额的行为不应减免供应商在协议下所承担的任何义务。

14. Liability, Indemnification 责任和赔偿

14.1 Supplier shall be liable towards Signify for all costs, damage, losses, penalties, claims, liabilities suits, judgments, demands and expenses, reasonable attorneys' fees (including special, indirect, incidental, consequential damage) incurred by Signify, arising from or relating to any breach by Supplier of its obligations, representations or warranties under any Agreement and without any notification or additional act of Signify being required.

供应商应赔偿昕诺飞因其违反其在本协议下的义务、声明或保证而导致或的而以任何方式导致的任何成本、损害、损失、处罚、索赔、责任诉讼、裁决、控诉和费用以及合理的律师费（包括特别的、间接的、附带的及衍生的损害）。

14.2 Supplier will indemnify and hold harmless Signify, Signify Affiliates and their respective directors, officers, employees, customers, agents, shareholders from any third party claims brought against them arising from or related to any breach by Supplier of its obligations, representations or warranties under the Agreement.

供应商应赔偿昕诺飞及其关联方以及昕诺飞及其关联方的董事、高级职员、员工、客户、代理人、股东并使其免受损害于因供应商违反其在本协议下的义务、声明或保证而导致或与之有关的第三方索赔。

15. Compliance with Laws 遵守法律

15.1 Supplier shall at all times comply with all laws, rules, regulations, and ordinances applicable to the Agreement, including, but not limited to, all fair labor, equal opportunity, and environmental compliance laws, rules, regulations, and ordinances. Supplier shall furnish to Signify any information required to enable Signify to comply with any applicable laws, rules, and regulations in its use of the Goods and Services.

供应商应始终遵守适用的全部法律、规则、法规和法令，包括但不限于全部与公平就业、平等机会、环境合规相关的法律、规则、法规和法令。供应商应向昕诺飞提供其所需的信息，以使昕诺飞在使用货物或服务时能遵守任何适用的法律、规则和法规。

15.2 Supplier represents that neither Supplier nor any of its Supplier Affiliates, nor any of their respective owners, officers, directors, employees, agents or other third parties acting for or on their behalf, have in the last five years been alleged to or have been found to have violated any law in relation to anti-bribery and anti-corruption. Supplier will conduct its business honestly and not engage in any acts of bribery or corruption. Supplier's breach of this Clause 15.2 is ground for immediate termination of the Agreement without Signify and Signify Affiliates incurring any liability towards Supplier and Supplier Affiliates and Signify and Signify Affiliates will be entitled to any other remedies available at law or in equity.

供应商保证其自身、关联公司及其股东、管理人员、董事、雇员或代表或以其名义行事的任何第三方，在过去五年未被指控或被发现违反了反贿赂和反腐败法律。供应商应诚信经营并不得参与任何贿赂或腐败活动。若供应商违反第 15.2 条，则昕诺飞有权立即终止本协议而无需向供应商承担任何责任，并同时有权寻求法律下任何其他救济。

15.3 If Supplier is a person or legal entity doing business in the United States, and the Goods and/or Services are sold to Signify under federal contract or subcontract, all applicable procurement regulations required by federal statute or regulation to be inserted in contracts or subcontracts are hereby incorporated by reference. Additionally, if Supplier is a person or legal entity doing business in the United States, the Equal Employment Opportunity Clauses set forth in 41 Code of Federal Regulations, Chapters 60-1.4, 60-250.5, and 60-741.5, are hereby incorporated by reference.

若供应商为在美国营业的个人或法人，且货物或服务是依联邦合同或分包合同销售给昕诺飞，则联邦法令和法规要求联邦合同或分包合同应具有条款特此经引用成为本条款的一部分。此外，若供应商为在美国营业的个人或法人，41 号美国联邦法律第 60-1.4 章、第 60-250.5 章、第 60-741.5 章所述公平就业条款特此经引用成为本条款的一部分。

16. Privacy and data protection 隐私和数据保护

16.1. Each party shall comply with all Applicable Data Protection Laws. Signify hereby informs Supplier and Supplier acknowledges and agrees that Signify will Process Personal Data in accordance with the "Signify Privacy Notice for customers, consumers and other business persons" which is available on <https://www.signify.com/global/privacy/legal-information/privacy-notice> under the "Legal information" section.

各方应遵守适用的数据保护法律，昕诺飞在此告知供应商且供应商在此确认并同意昕诺飞将按照“昕诺飞致客户、消费者和其他商业伙伴的隐私通知”来处理个人数据，通知见网页 <https://www.signify.com/global/privacy/legal-information/privacy-notice> 中“法律信息”部分。

16.2. If and to the extent Supplier, in the context of the Agreement, will Process Signify Data, Supplier undertakes and warrants to Signify that it will:

若在本协议下供应商将处理昕诺飞数据，供应商向昕诺飞声明并保证其将：

- a) process Signify Data: (i) exclusively on behalf and for the benefit of Signify; and (ii) only in compliance with the instructions of Signify as documented in the Agreement and as may additionally be provided by Signify from time to time; and (iii) in compliance with Applicable Data Protection Laws;
在处理昕诺飞数据时：(i) 仅以昕诺飞名义并仅为昕诺飞利益行事；(ii) 仅按照昕诺飞在本协议下作出的以及不时另外作出的指示行事；以及(iii) 遵守适用的数据保护法律；
- b) process Signify Data exclusively for the following purposes, and not process such data for any other purpose, including for its own commercial benefit, unless Signify has provided its prior express written approval: (i) provision of the services requested by Signify; (ii) execution of instructions provided by Signify; (iii) compliance with applicable law;
仅为下列目的处理昕诺飞数据，并且，非经昕诺飞事先明确书面同意，不会按照任何其他目的处理数据，包括不会为自身商业利益处理数据：(i) 昕诺飞要求提供的服务；(ii) 执行昕诺飞的指示；以及(iii)为遵守适用的法律；
- c) implement appropriate technical, physical and organizational security measures to protect Signify Data against misuse, accidental or unlawful destruction or accidental loss, unlawful alteration, unauthorized

disclosure (including remote access), or access, and against all other forms of unlawful processing (including unnecessary collection or further processing);

采取适当的技术、物理和结构性安全措施来保护听诺飞数据不受到不当使用、意外或非法损坏或意外丢失、非法篡改、未经授权披露（包括远程操作）或任何其他形式非法处理（包括不必要收集及进一步处理）；

- d) promptly notify Signify, in writing and in any case within twenty-four (24) hours from the moment it: (i) became aware of any legally binding request for disclosure of the Signify Data by a law enforcement authority unless otherwise prohibited by law; or (ii) detects or reasonable suspects any incident of security leading to the unlawful destruction, loss, alteration, unauthorized disclosure, use or Processing of, or access to, Signify Data; in the event of a Personal Data breach, Supplier will take adequate remedial measures, and provide Signify with all relevant information as requested by Signify to address the Personal Data breach;

若出现下列情形之一，供应商应立即以书面形式并在任何情况下二十四(24)小时之内通知听诺飞：(i) 执法机构要求对听诺飞数据进行披露，法律规定禁止通知听诺飞的情形除外；或(ii)发现或者合理怀疑将发生导致听诺飞数据非法损坏、丢失、篡改、未经授权披露、使用或者处理、获取的安全事件；若发生该等安全事件，供应商将采取充分的补救措施，并应听诺飞的要求提供一切相关信息以解决该等安全事件；

- e) keep Signify Data confidential;
对听诺飞数据予以保密；
- f) will make sure that its personnel authorized to process Signify Data: (i) only process Signify Data to the extent necessary to provide the Goods and/or Services (on a need to know basis); and (ii) will be legally bound to confidentiality obligations;
确保授权处理听诺飞数据的人员：(i) 仅在提供货物和/或履行服务必要的范围内（基于需要知晓之基础）处理听诺飞数据；并 (ii) 受约束于保密义务；

- g) taking into account the nature of the Goods and/or Services, cooperate with Signify to address any privacy-related requests, inquiries and/or complaints (if any) from individuals, including but not limited to requests to correct, delete or block Signify Data. Supplier will not respond to any privacy-related request, inquiry and/or complaint related to Signify Data without the prior express written approval of Signify;

考虑货物和/或服务的内在本质，协助听诺飞解决任何个人提出的与隐私相关的任何请求、询问和/或投诉（若有），包括但不限于更正、删除或阻止听诺飞数据。未经听诺飞事先明确书面同意，供应商将不会对任何与隐私相关的请求、询问和/或投诉作出回应；

- h) not engage – for the processing of Signify Data – any Subcontractors without the prior express written approval of Signify. If Signify approves the use of one or more Subcontractors for the processing of Signify Data, Supplier shall in any case ensure that: (i) any engaged Subcontractor is legally bounded in writing to the same restrictions and level of obligations with respect to the processing of Signify Data as those which Supplier is bound under the Agreement; (ii) Supplier remains fully liable to Signify for any acts or omissions of Subcontractors in regard to their processing of Signify Data;

未经听诺飞事先明确书面同意，供应商将不聘请任何分包商处理听诺飞数据。若听诺飞同意使用一个或多个分包商，供应商应在任何情况下保证：(i) 聘请的分包商书面同意受约束于同等的供应商在本协议下承担的关于处理听诺飞数据的限制和义务；(ii) 供应商对其分包商在处理听诺飞时的任何行为或过失承担完全责任；

- i) not transfer any Signify Data from within the European Economic Area member states (“EEA”) to any countries outside the EEA not subject to an adequacy decision of the European Commission (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en) unless: (i) such transfer is justified by a valid legal basis; or (ii) Signify has given its prior express written approval (Signify may subject its approval to further instructions and conditions);

供应商不得将任何欧洲经济区成员国(“EEA”)内得到的听诺飞数据传输至不受约束于欧盟的充分决定权的 EEA 以外的国家(https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en)，除非(i) 该等传输基于正当的法律基础；(ii) 听诺飞已作出明确书面同意（听诺飞可在同意时作出进一步指示和列明条件）；

- j) at the request of Signify: (i) allow for and contribute to audits, including inspections, with regard to the Processing of Signify Data; (ii) submit its relevant data processing facilities, practices, procedures and

documentation relating to the Processing of Signify Data to such audits, to be conducted by Signify or by a qualified independent assessor selected by Signify;

经听诺飞请求：(i) 允许和协助对听诺飞数据进行的审计，包括检查；(ii) 为听诺飞或听诺飞指定的适格独立评估方进行的审计提供供应商处理听诺飞数据相关的处理设施、实践、程序和文件；

- k) make available to Signify all information necessary to demonstrate compliance with Applicable Data Protection Law and actively cooperate and assist Signify in order to take all necessary steps to ensure compliance with Applicable Data Protection Law; and

向听诺飞提供一切必要信息以证明已遵守适用的数据保护法律，并积极配合和协助听诺飞采取一切必要措施以遵守适用的数据保护法律；以及

- l) Process Signify Data for the duration of the Agreement, unless otherwise agreed upon in writing; upon termination of the the Agreement (in whole or in part), Supplier will return the Signify Data and copies thereof to Signify or will securely destroy or erase such Signify Data, except to the extent Applicable Data Protection Law provides otherwise.

在协议期间处理听诺飞数据，除非双方另有书面约定。在本协议（全部或部分）终止后，供应商将向听诺飞返还数据及其副本或确保已安全摧毁或抹去听诺飞数据，适用的数据保护法律另有规定除外。

Parties agree that: (i) the subject matter of the Processing of Signify Data by Supplier is the provision of Goods and/or Services pursuant to the Agreement; (ii) the types of Signify Data under Processing may include, but are not limited to, personal identification data, contact information data and other information relating to an identified or identifiable natural person; (iii) the categories of individuals under Processing may include, but are not limited to, consumers, business customers, employees, other natural persons.

各方同意：(i) 供应商处理的听诺飞数据涉及根据本协议提供的产品及/或服务；(ii) 处理的听诺飞数据的类型包括但不限于个人识别数据、联络信息数据以及与识别或可识别个人有关的数据；(iii) 处理的数据针对的个人包括但不限于消费者、商业客户、雇员和其他自然人。

16.3. With regard to set of Personal Data that parties Process as autonomous Controllers, insofar as Signify transfers to Supplier Personal Data originating from EEA, Supplier undertakes and warrants that it will Process such set of Personal Data only within countries member of the European Economic Area unless: (i) Signify and Supplier have previously entered into the appropriate EU Standard Contractual Clauses (Controller to Controller); or (ii) Supplier has implemented Binding Corporate Rules that have received European approval and that cover all of the Personal Data that Supplier will receive in its capacity as Controller; or (iii) the non-EEA countries where Supplier will Process such Personal Data have received a binding adequacy decision by the European Commission; or (iv) another validly executed transfer mechanism applies to the transfer of Personal Data to these countries that have not received a binding adequacy decision by the European Commission.

就双方作为自主的信息管理所处理的个人数据，听诺飞将来源于欧洲经济区成员国（“EEA”）的数据上传到供应商个人数据库中。供应商承诺和保证，其将仅在欧洲经济区成员国内处理此类个人数据，除非：(i) 听诺飞和供应商先前已达成合理的欧盟标准合同条款（控制者到控制者）；或 (ii) 供应商已实施已获得欧洲批准的有约束力的公司准则，该准则涵盖供应商作为控制者在其接收能力之内接收的所有个人数据；或 (iii) 将处理此类个人数据的非欧洲经济区国家的供应商已收到来自欧洲联盟委员会具有约束力的充分决定；或 (iv) 按另一种有效执行的转让机制向尚未收到欧洲委员会具有约束力的充分决定的国家转让个人信息。

17. Export Controls Compliance 出口管制合规

17.1. Supplier agrees and warrants that it will comply with all applicable international and national export control laws and regulations and it will not export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union or the United States of America or any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval.

供应商同意并保证，其将遵守所有适用的国际和国内出口管制法律法规，且对于欧盟、美国或要求持有出口许可或其他政府批文才能对其出口的任何其他国家，供应商不会在未获得该等许可或批文的情况下直接或间接向其出口或再出口任何信息、货物、软件和/或技术。

17.2. Supplier agrees to inform Signify in writing whether or not the supplied information, goods, software and/or technology is US controlled and/or controlled under the export control laws of its own country, and if so, Supplier will inform Signify about the extent of the restrictions (including but not limited to export control legal jurisdiction, export control classification numbers, export control licenses and/or CCATS as applicable).

供应商同意书面通知昕诺飞其所提供的信息、货物、软件和/或技术是否受美国及/或其原属国的出口管制法律的管制。若受到管制，供应商将告知昕诺飞上述管制的范围（包括但不限于受出口管制的法域、出口管制分类号、出口管制许可和/或适用的货物分类自动跟踪系统(CCATS)）。

17.3. Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide Signify with all information required to enable Signify and its customers to comply with such laws and regulations.

供应商应取得所有适用的出口管制法律法规所要求的一切国际及国家出口许可或类似许可，并应向昕诺飞提供必要信息以使昕诺飞及其客户能遵循该等法律法规。

17.4. Supplier will indemnify and hold Signify harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which Signify may incur due to Supplier's non-compliance with applicable laws, rules and regulations. Supplier agrees to notify Signify promptly of Supplier's receipt of any such notice of a violation of any export control related law, rule or regulation, which may affect Signify.

供应商将赔偿昕诺飞因供应商不遵守适用的法律、规则和法规而产生的索赔、责任、罚款、罚没及相关成本和费用（包括律师费）并使其免受损害。供应商同意其将立即告知昕诺飞其所收悉的有关违反任何出口管制法律、规则和法规且可能影响昕诺飞的任何通知。

18. Customs Compliance 海关合规

18.1. On an annual basis, or upon earlier request of Signify, Supplier shall provide Signify with a supplier declaration of origin in relation to the Goods sufficient to satisfy the requirements of (i) the customs authorities of the country of receipt, and (ii) any applicable export licensing regulations, including those of the United States. In particular, the declaration should explicitly mention whether the Goods, or part thereof, have been produced in the United States or originate in the United States. Dual-use Goods, or otherwise classified Goods supplied by Supplier should be clearly identified by their classification code.

供应商应每年或依昕诺飞要求提供给昕诺飞足以满足下列要求的产品原产地声明：(i) 进口国海关的要求，和(ii) 任何相关出口许可法规的要求，包括美国法规的要求。尤其是，声明应明确说明货物或者货物的某一部分是否曾在美国生产或原产于美国。供应商所提供的双重用途货物或其他类别的货物应通过分类号予以明示。

18.2. For all Goods that qualify for application of Regional or Free Trade Agreements, General Systems of Preference or other preferential arrangements, it is the responsibility of the Supplier to deliver products with the appropriate documentary evidence (e.g. Supplier's declaration, preferential origin certificate/invoice declaration) to confirm the preferential origin status.

对于有资格申请区域或自由贸易协定、普遍优惠制或其他优惠安排的全部货物，供应商有义务交付产品并附上适当证明文件（比如供应商声明、优惠原产地证书/发票声明）以确认优惠原产地状态。

18.3. Supplier shall mark every Good (or the Good's container if there is no room on the Good itself) with the country of origin. Supplier shall, in marking the Goods, comply with the requirements of the customs authorities of the country of receipt. If any Goods are imported, Supplier shall when possible allow Signify to be the importer of record. If Signify is not the importer of record and Supplier obtains duty drawback rights to the Goods, Supplier shall, upon Signify request, provide Signify with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to Signify.

供应商应标注每一货物（若货物上无空间标注，则标注在货物集装箱上）的原产地。在标注货物过程中，供应商应遵守进口国海关的要求。若涉及货物进口，供应商应在允许的情况下列明昕诺飞为进口

商。若昕诺飞未列为进口商且供应商取得货物的关税退税权，则供应商应在昕诺飞提出要求后向昕诺飞提供进口国海关要求的文件以证明进口，并向昕诺飞转让关税退税权。

19. Limitation of Liability of Signify 昕诺飞责任限制

19.1. To the maximum extent permitted by applicable law, the total aggregate liability and obligations of Signify arising from or relating to any Agreement shall be limited to Signify's obligation to pay for the undisputed, due and payable invoices for the delivery of the Goods and Services in accordance with the such Agreement.

在法律允许的最大范围内，昕诺飞因本协议及任何相关协议所产生的或与之有关的全部责任和义务，不应超过昕诺飞对供应商依本协议及相关协议就其交付的产品和提供的服务所开具的无争议的到期应付发票，所承担的发票金额付款义务。

20. Force Majeure 不可抗力

20.1. In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of Supplier) and Supplier has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. Signify shall be entitled to terminate the Agreement with immediate effect by written notice to Supplier, immediately if the context of the nonperformance justifies immediate termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, Supplier shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Goods or Services to be supplied.

若供应商因不可抗力（不可预见且超出供应商控制范围的事件）而无法履行任何协议义务，且供应商已提供充分证据证明不可抗力的存在，则在不可抗力期间协议相关义务的履行中止。若无法履行的情势使得立即终止协议合理，且在任何情况下不可抗力事件已持续超过三十(30)天，昕诺飞应有权书面通知供应商后立即终止协议，且在发出上述通知后，供应商不得请求与协议终止有关的任何补偿。在任何情况下，供应商方面之不可抗力不应包括人力、生产材料或资源的短缺、罢工、非官方公告的流行病或传染病、供应商签约厂商违约、供应商财务问题、供应商无法取得所供应软件所需许可或有关所供应货物或服务所需的法律或行政许可或授权。

21. Suspension and Termination 中止及解除

21.1. Without prejudice to any other right or remedy available to Signify under the Agreement or at law, Signify shall be entitled at its discretion to suspend the performance of its obligations under the Agreement in whole or in part or to terminate the Agreement in whole or in part by means of written notice to Supplier in the event that:

在不损害昕诺飞依协议或法律可享有的任何其他权利或救济的前提下，若有以下情形之一发生，昕诺飞应有权自行决定在书面通知供应商后暂时中止履行协议下全部或部分义务或单方解除全部或部分协议：

- (a) Supplier files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;
供应商自愿申请破产或自愿进入资不抵债、接管、清算、分配权益给债权人程序或类似程序；
- (b) Supplier becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;
供应商被申请破产宣告或被动进入资不抵债、接管、清算、分配权益给债权人程序或类似程序；
- (c) Supplier ceases or threatens to cease to carry on business in the ordinary course;

供应商已停业或存在停业的危险；

- (d) Supplier breaches any of its obligations under the Agreement or Signify's, in its reasonable discretion, determines that Supplier cannot or shall not deliver the Goods or perform the Services as required; 供应商违反协议下任何义务，或昕诺飞依其合理判断认为供应商不能或将不会依协议的要求交付货物或履行服务；
- (e) Supplier fails to provide adequate assurance of performance following request by Signify; or 供应商经昕诺飞要求后未能提供充分的履约担保；或。
- (f) the Control over Supplier is or will be transferred to others than those exercising Control at the effective date of an Agreement and if Signify has reasons to believe that this is contrary to Signify's justified business interests. 供应商控制权转移或将转移至不同于本协议生效日时的供应商控制人的实体，并且昕诺飞有理由相信该等转移不利于昕诺飞的正当商业利益。

21.2. Signify shall not be liable to Supplier by virtue of exercising any of the rights under Clause 21.1. 昕诺飞无须因其行使第 21.1 条下任何权利而对供应商承担任何责任。

21.3. Signify may terminate the Agreement for convenience in whole or in part, at any time, by verbal and/or written notice prior to Supplier's written acknowledgement of Signify's purchase order or Supplier's performance under such Agreement. After Supplier has given written acknowledgement of Signify's purchase order or has commenced performance thereof, Signify may terminate such Agreement by giving 10 days prior written notice of such termination. At such time, Supplier shall minimize its expenditures under such Agreement unless otherwise directed by Signify. Signify's termination of this Agreement shall not constitute a default; however, Supplier shall be entitled to receive a remuneration under such Agreement based on Supplier's actual and reasonable and demonstrable costs and fees due up to the effective date of such termination.

昕诺飞可为方便之目的在供应商书面确认或实际履行本协议及/或昕诺飞的订单之前以口头及/或书面形式终止本协议及/或订单。在供应商书面确认或已经实际开始履行本协议及/或昕诺飞的订单之后，昕诺飞可在提前 10 日通知供应商后终止本协议及/或订单。此时，供应商应将其在本协议及/或订单下所发生的支出最小化，除非昕诺飞另有指示。昕诺飞终止本协议及/或订单不应构成违约；但是，供应商应有权就其截至终止日之前所产生的实际的、合理的、可证明的费用获得相应补偿。

22. Confidentiality 保密

22.1. Supplier shall treat all information provided by or on behalf of Signify or generated by Supplier for Signify under the Agreement, including without limitation, the existence and content of the Agreement, as confidential. All such information shall be used by Supplier only for the purposes of the Agreement. Supplier shall protect Signify' information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of Signify and Supplier shall, upon Signify's demand, promptly return to Signify all such information and shall not retain any copy thereof.

供应商应为协议下由昕诺飞或其代表提供以及由供应商为昕诺飞生成的全部信息，包括但不限于本协议的存在及内容，负保密义务。供应商应仅出于协议目的使用全部上述信息。供应商应以不低于保护自身保密信息之合理注意程度保护昕诺飞的保密信息，并始终至少尽合理注意义务。全部该等保密信息应始终属于昕诺飞的财产，且经昕诺飞要求，供应商应立即向昕诺飞返还全部上述信息并不得保留任何副本。

23. Insurance 保险

23.1. Supplier will maintain comprehensive or commercial general liability insurance (including products liability, property damage and personal injury liability, and any other liability as may be requested by Signify) with, unless otherwise agreed by Signify, a minimum limit of five million Euro for claims of bodily injury, including death, and any other damages that may arise from use of the Goods or Services or acts or omissions of Supplier under the Agreement. Such insurance policies will be written with appropriately licensed and financially responsible insurers. Supplier shall inform Signify of any cancellation or reduction in

coverage with a minimum of 30 days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to Signify upon Signify's request.

供应商将购买商业综合或一般责任险（包括产品责任、财产损失和人身伤害以及昕诺飞可能要求的任何其他责任）。除非昕诺飞另行同意，有关人身伤害（包括死亡、货物或服务的使用所导致的损害以及供应商在协议下的作为或不作为所导致的损害）的保险金额应不低于五百万欧元。上述保单应由持有适当许可证并具有财务责任能力的保险人以书面形式开具。供应商应至少提前三十(30)日书面通知昕诺飞取消或缩减的承保范围。应昕诺飞要求，供应商应向昕诺飞出具关于所须承保范围和额度的保险证明和保单。

24. Miscellaneous 其他条款

24.1. Supplier shall provide Goods and render Services hereunder as an independent contractor and not as an agent of Signify and nothing contained in the Agreement is intended to create a partnership, joint venture or employment relationship between the parties irrespective of the extent of economic dependency of Supplier on Signify.

供应商应作为独立缔约方而非昕诺飞的代理人提供并履行协议下的货物和服务。无论供应商对昕诺飞的经济依赖程度如何，协议任何内容均未旨在建立双方之间的任何合伙、合资或雇佣关系。

24.2. Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Agreement without the prior written consent of Signify. Any not such pre-approved subcontracting, transfer, pledge or assignment shall be null and void and have no effect vis-à-vis such third party.

未经昕诺飞事前书面许可，供应商不得将其在协议下的权利或义务转包、转移、质押或转让给第三人。未经昕诺飞事先批准的任何转包、转移、质押或转让，应认定为无效且对该等第三人不发生效力。

24.3. The rights and remedies reserved to Signify are cumulative and are in addition to any other or future rights and remedies available under the Agreement, at law or in equity.

昕诺飞基于协议或依法律或衡平法可享有的权利及救济均可累计适用。

24.4. Supplier shall provide Signify written notice of all product discontinuances twelve (12) months prior to the last order date, including as a minimum Signify part numbers, substitutions, and last order and shipment dates.

若有产品停产，供应商应在最后订货日前十二(12)个月书面通知昕诺飞，并应至少告知货物零件编号、替代货物、最后订货日及交货日。

24.5. Neither the failure nor the delay of Signify to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of Signify to enforce each and every provision of the Agreement. No course or prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of the Agreement. No waiver, consent, modification or amendment of the terms of the Agreement shall be binding unless made in a writing specifically referring to the Agreement signed by Signify and Supplier.

昕诺飞未履行或迟延履行协议任何条款之行为不应构成昕诺飞对该条款或昕诺飞行使任何其他条款之权利的放弃。供应商与昕诺飞之间先前的交易方式及商业惯例不得用以解释协议。对协议条款的任何放弃、同意、修改或修正仅在双方明确签署书面文件后生效。

24.6. In the event that any provision(s) of these General Conditions of Purchase and of the Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

若本通用采购条款及协议的任一条款被有管辖权的法院或立法或行政机关认定为无效、违法或不可执行，该等认定不应否决协议其他条款的效力或可执行力。被认定为无效、违法或不可执行的条款应以法律允许范围内接近原条款本意的条款来替代。

24.7. All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Warranty, Intellectual Property, Confidentiality and Personal Data, shall survive.

以明示或默示方式在协议终止或期满后应继续有效的全部条款和条件，包括但不限于保证、知识产权、保密和个人数据条款，应在协议终止或期满后继续有效。

24.8. The Agreement shall be governed by and construed in accordance with the laws of the country or state in which the Signify ordering entity is located, as applicable.

协议应受下订单的昕诺飞实体所在地的国家或州所适用的法律管辖并依其进行解释。

24.9. Supplier and Signify each consent to (i) the exclusive jurisdiction of the competent courts in the country or state in which the Signify ordering entity is located; or (ii), at the option of Signify, the jurisdiction of the entity of Supplier to which the purchase order was placed, or (iii), at the option of Signify, for arbitration in which case Clause 24.10 applies. Supplier hereby waives all defenses of lack of personal jurisdiction and forum non-convenience.

供应商及昕诺飞双方同意下列法院具有专属管辖权(i)下订单的昕诺飞实体所在地的国家或州的法院，或(ii)依照昕诺飞的选择，接受订单的供应商所在地的法院，或(iii)依照昕诺飞的选择进行仲裁。仲裁需遵循第 24.10 条。供应商特此放弃任何基于无属人管辖权或不方便法院原则为由的抗辩。

24.10. If so chosen by Signify in accordance with Clause 24.9, any dispute, controversy or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the International Chamber of Commerce Rules of arbitration, which Supplier and Signify declare to be known to them. Supplier and Signify agree that: (i) the appointing authority shall be the ICC-International Chamber of Commerce of Paris, France; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in the jurisdiction of the Signify ordering entity or, at the option of Signify, the jurisdiction of the Supplier's entity having received the purchase order; (iv) the language to be used in the arbitration proceedings shall be English; and (v) the material laws to be applied by the arbitrators shall be the laws as determined under Clause 24.8.

若昕诺飞根据第 24.9 条选择进行仲裁，则任何由协议引起或与协议相关的争议、纠纷或索赔，或者对协议的违反、终止或协议失效，应最终仅依照国际商会的仲裁法规则解决，供应商和昕诺飞在此确认其已知晓该等规则。供应商和昕诺飞同意：(i) 指定机构为位于法国巴黎的国际商会；(ii) 应有三 (3) 名仲裁员；(iii) 仲裁地应在下达订单的昕诺飞实体的管辖地，或根据昕诺飞的选择，在接受订单的供应商实体的管辖地；(iv) 仲裁语言为英语；并且 (v) 仲裁员采用的实体法应为第 24.8 条所规定的法律。

24.11. The United Nations Convention on International Sale of Goods shall not apply to the Agreement.

《联合国国际货物销售合同公约》不适用于协议。

24.12. These General Conditions of Purchase are made in both English and Chinese version and in case of conflict the English version prevails.

本协议以英文和中文文本书写，不一致处，英文为准。

Signify General Conditions of Purchase - Version February 2019

昕诺飞通用采购条款 - 2019.2 版本