



**GENERAL PURCHASING CONDITIONS  
AERONAUTICAL SUPPLIES  
SAFRAN GROUP COMPANIES IN CHINA**

**赛峰集团在华公司航空供货通用采购条款**

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**THE PURPOSE OF THESE GENERAL PURCHASING CONDITIONS IS TO DEFINE THE TERMS AND CONDITIONS FOR PLACING AND PERFORMING ORDERS FOR AERONAUTICAL PRODUCTS AND/OR SERVICES INTENDED TO SAFRAN GROUP COMPANIES IN CHINA.**

本通用采购条款之目的在于明确赛峰集团公司在中国确定及履行航空产品和/或服务订单的条款和条件。

## **1 -DEFINITIONS**

### **定义**

**Acceptance report:** Document issued by the Purchaser, signed by both Parties, confirming the acceptance of the Supply.

验收报告：由买方签发并经双方签字的文件，用以确认对供货的验收。

**Declaration of conformity :** Document given by the Supplier, under its own responsibility, declaring the conformity of the Supply with respect to specifications, all applicable standards and other regulations in force.

合规性声明：供应商自负责任出具的、就供货符合所有相关标准和其他有效规定的声明文件。

**Documentation:** Any document issued or provided by the Supplier necessary for the achievement of manufacture (including controls and trials), installation, use, operation, maintenance, repair and overhaul of the Supply and/or Specialized Equipment by the Purchaser.

文件：买方为取得制造（包括控制和试验）、安装、使用、运行、维护、修理和大修供货和/或专用设备而必需的、由供应商出具或提供的任何文件。

**Final Client:** Client of the Purchaser, which is the purchaser of engines or equipment and/or of services incorporating the Supply, or the company maintaining the engine or equipment.

最终客户：买方的客户，即供货所包含的发动机或设备和/或服务的买方，或为发动机或设备的维护公司。

**Entrusted Property:** Elements entrusted by the Purchaser to the Supplier and placed under the control and responsibility of the latter, including any procurements as well as Specialized Equipment manufactured by the Supplier, on behalf and at the cost of the Purchaser, with a view to the performance of the Order.

受托财产：为了履行订单，买方委托供应商在买方承担费用的情况下，以买方的名义控制并由供应商承担责任的物件，包括任何采购物品和供应商制造的专业设备。

**General Purchasing Conditions:** These general purchasing conditions.

通用采购条款：本文所述通用采购条款。

**Official Authorities:** Any national or international organization with the authority (including by delegation of a public authority) to monitor the performance of the Supply ordered, in particular certification organizations for aeronautical products or services or business audit organizations.

官方机构：任何有权（包括经由政府当局授权）监管履行订购的供货的国内或国际组织，尤其是航空产品或服务的认证机构或业务审计组织。

**Order:** Document, regardless of the form, issued by the Purchaser and sent to the Supplier, concerning the purchase or the lease of a Supply and including, in particular, the designation of the Supply ordered, its price as well as the reference to these General Purchasing Conditions.

订单：买方向供应商签发的、关于购买或者租赁某一供货的任何形式的文件，包括，尤其订购的供货的名称、价款以及涉及的本通用采购条款。

**Party(ies):** The Purchaser and/or the Supplier.

一方/双方：买方和/或供应商。

**Purchaser:** Safran Group Company issuing the Order.

买方：发出订单的赛峰集团公司。

**Results:** Refers to all moulds, tooling, equipment, software, sets of documents, plans, technical sheets, data, drawings, models, prototypes, sets of trials, whether or not these give rise to intellectual property rights, and which are produced or developed for the Purchaser based on the plans and/or diagrams and/or any other technical specifications of the Purchaser in the course of the performance of the Order. Any Results are part of the Supply.

**成果：**指在履行订单的过程中，基于买方的计划和/或图表和/或任何其他技术规格，为买方生产或开发且无论是否会产生知识产权的所有铸模、工具、设备、软件文件、计划、技术表、数据、图纸、模型、原型、试用版。任何成果均为供货的一部分。

**Specialized Equipment:** The equipment financed or supplied by the Purchaser or the Supplier for the performance of the Order or which is the object of the Order, including, but not limited to transport frames, manufacturing and assembly circuits, special tools and in particular special cutting tools and special control gauges, and forge and foundry equipment, and coding software tools including, but not limited to, for rack testing.

**专业设备：**为履行订单或设备本身即为订单的标的物，而由买方或供应商融资或供应的设备，包括但不限于传输帧、制造和组装电路、专用工具，特别是特殊切割工具和特殊控制仪表，以及锻造和铸造设备和包括但不限于用于机架测试的编码软件工具。

**Specifications:** Any document setting out the requirements that the Supplier or the Supply shall comply with, the Purchaser's needs and the performance conditions of the Supply.

**规格：**任何列明下述内容的文件：供应商或供货所应当符合的要求、买方的需要和供货的履行条件。

**Supplier:** Natural person or legal entity to whom the Order is sent.

供应商：接收订单的自然人或者法人实体。

**Supply:** Aeronautical products ("Products") and/or aeronautical services ("Services"), which are the subject of the Order.

供货：构成订单标的的航空产品（“产品”）和/或航空服务（“服务”）。

## **2 -CONTRACTUAL DOCUMENTS**

### **合同文件**

**2.1** The purpose of these General Purchasing Conditions is to set forth the contractual relationship between the Supplier and the Purchaser within the framework of the Supply Orders. They may be completed, clarified, or amended by special terms and conditions within the framework of a contract. They shall be completed by Specifications.

本通用采购条款的目的是在供货订单的框架之下就供应商和买方之间的合同关系进行说明。本通用条款可以通过合同中的特殊条款和条件进行补充、阐释或修改。本通用条款应通过规格明细进行补充。

The relationship between the Purchaser and the Supplier related to the Supply is governed by the following contractual documents, listed in order of decreasing priority:

买方和供应商之间就供货形成的关系受以下合同文件管辖，并按以下优先顺序排列：

- The Order ;  
订单；
- If applicable, the contract ;  
合同，如适用；

- The Specifications ;  
规格明细；
- The General Purchasing Conditions.  
本通用采购条款。

In the event of contradiction between two documents with a different ranking, the document with the higher ranking shall prevail.

如果不同排列顺序之间的两份文件内容出现矛盾，则优先适用排列在先的文件。

**2.2** The Order shall be deemed to have been accepted by the Supplier upon occurrence of the first of the following two events :

下述事件中的第一件发生时，视为供应商已经接受订单：

- Receipt by the Purchaser of acknowledgement of receipt of the Order signed by the Supplier, without modifications, within fifteen (15) calendar days starting from the date on which the Order was issued ;
- 买方在订单发出之日起的十五（15）个日历日之内，收到供应商签署的确认收到订单的单据，且没有对订单进行修改；
- The beginning of the performance of the Order by the Supplier, without its written reserve on the contractual documents within the period above.
- 供应商在上述期间内开始履行订单且没有对合同文件作出书面保留意见。

By accepting the Order, including by the beginning of performance of the Order, the Supplier accepts the contractual documents without any reservation. These contractual documents constitute the entire agreement between the Parties.

供应商通过接受订单，包括开始履行订单，来表示其对合同文件不加任何保留的接受。这些合同文件组成双方之间完整协议的一部分。

Any other conditions that would complete or modify the contractual documents shall not be enforceable to the Parties without their prior express agreement in writing.

除非得到双方事先明确的书面许可，任何其他对合同文件进行补充和修改的条款均不对双方具有可执行性。

### **3 -MODIFICATIONS**

#### **修订**

**3.1** The Purchaser may modify at any time the Specifications that shall be applied to Orders following the procedure established by the Purchaser.

买方可在任何时候遵守其订立的程序修订适用于订单的规格。

**3.2** The Supplier shall provide without delay to the Purchaser a detailed assessment of the modification proposal and its impact on prices, deadlines, quality, the Specialized Equipment, the retrofit kits of Supply already delivered, and the precise situation with respect to stocks and work-in-process. An Order amendment issued by the Purchaser shall provide for the conditions agreed between the Parties for the delivery of future Supply.

供应商应当毫不延迟地向买方提供对修订建议及其对价格、期限、质量、专业设备、已交付供货的改造套件和库存及半成品准确状况的影响的详细评估。买方发布修订订单应当规定双方约定的交付将来供货的条件。

**3.3** Any modification of the Supply, duly approved by the Purchaser, made necessary to ensure the continuing airworthiness of the Supply or maintaining the warranties of the Purchaser, to prevent the Official Authorities from refusing, withdrawing or restricting their approval, shall immediately be made by the Supplier to the Supply delivered or to be delivered by the Purchaser to the Final Client. Support cost related to such modification shall be agreed between the Parties, subject to the costs due to a failure to comply with the Specifications that

are borne only by the Supplier.

供应商为确保供货的持续适航性或维持买方的保证，并防止官方机构拒绝、撤销或限制批准而对供货做出的修订，经买方适当批准，应立即适用于已由买方交付或待交付给最终客户的供货。与上述修订相关的支持费用应由双方协商同意，但是供应商应当单独承担由于未能遵守规格要求而产生的费用。

## **4 -ORDERING PROCEDURE**

### **订购程序**

**4.1** The Supplier undertakes to perform the Orders issued by each Purchaser in accordance with the provisions of the contractual documents, state of the art rules, regulations and standards in force. Nothing but Force Majeure can exempt the Supplier from the performance of its obligations under the contractual documents.

供应商保证根据合同文件的约定、当今最新技术水平、有效规定和标准来履行每一买方发出的订单。除非出现不可抗力，供应商均应履行其根据合同文件承担的义务。

**4.2.** The Supplier is solely and fully responsible for determining the resources required to perform the Order. The Supplier shall, in particular, ensure to obtain all necessary elements and information to perform the Order. It is deemed that the Supplier obtained all necessary elements and information to carry out the Order before its implementation. Moreover, the Supplier shall promptly inform the Purchaser of any existing difficulties or anomalies that may also occur during the implementation of the Order.

供应商自行负责决定履行订单所需的资源。供应商尤其应当确保获得履行订单所需的所有必要物质和信息。在履行订单之前即视为供应商已经获得了完成订单所需的所有必要物质和信息。此外，供应商还应当立即通知买方在履行订单过程中任何可能出现的困难或异常。

**4.3** The Supplier has a duty to inform and advise. When authorizations, whatever their natures, are required in the framework of an Order, the Supplier, before the completion of the Order, shall ensure to obtain all the necessary authorizations to make effective the Order and avoid any waivers of such authorizations, so that the Purchaser is free from any actions or proceedings.

供应商负有通知和建议的责任。如果某一订单需要获得授权，无论是何种形式的授权，供应商应当在完成订单之前确保获得所有必要授权以使订单生效，并且避免任何对该等授权的放弃，从而使买方免于任何诉讼或诉讼程序。

**4.4.** The Supplier's quality system shall meet the quality requirements applicable to the Purchaser's suppliers as stated in the Purchaser's procedures or any other documents released to the Supplier by the Purchaser.

供应商的质量体系应当符合适用于买方的供应商所应当满足的质量要求，具体如买方向供应商发出的买方的程序或任何其他文件所述。

If needed, the Supplier warrants that the Products it has designed, or that it has manufactured under a licence from a third party, meet the coding requirement of the laws of the People's Republic of China.

如有需要，供应商保证其设计或者经第三方许可生产的产品符合中华人民共和国法律规定的编码要求。

The Supplier undertakes to establish a system of document management and secure archiving to ensure the traceability and sustainability of the Supply, and to answer to the Purchaser's client requirements. In that case, the Purchaser shall disclose any requirement this system shall comply with. It is being specified the Supplier shall be responsible for the implementation and management of this system in compliance with the regulation in force.

供应商承诺建立一套文件管理系统并保全档案，以确保供货的可追踪性和可持续性，并符合买方的客户要求。在上述情形下，买方应披露上述系统须满足的任何要求。供应商应当对依照现行规定实施和管理此系统负责。

Throughout the duration of the Supply performance, and upon prior notice, the Supplier undertakes to grant the Purchaser and the representatives of any relevant Official Authorities free access, during business hours, to its premises and to any document for the monitoring purpose. The Supplier shall obtain the same right from any of its subcontractors.

在履行供货的整个期间内，在事先通知的情况下，供应商保证将允许买方和任何相关官方机构的代表出于监管之目的，在营业时间内进入其场所并查看任何文件。供应商对其任何承包商同样具有该等权利。

**4.5.** The Supplier and the Purchaser may exchange electronic data for the performance of the Order; the applicable conditions to these exchanges are provided in Appendix 2.

供应商和买方可以相互交换电子数据以履行订单。附加 2 规定了电子数据交换适用的条件。

**4.6.** The Supplier shall keep the Purchaser, at least once a month, informed of the actual progress of the manufacturing of Products and/or of the carrying out of Services, and forecast of deliveries over a minimum period of six (6) months.

供应商应至少每月一次将制造产品和/或开展服务的实际进度和对最少六 (6) 个月内的交货预测通知买方。

## **5 -DELIVERY**

### **交付**

**5.1** Any delivery of Supply shall be accompanied by the Declaration of conformity and by a delivery slip affixed to the outer packaging, with a copy of the said delivery slip inside the package, containing the following information :

交付任何供货时均应附有合规性声明，并应在外包装上附有包含下述信息的送货单，同时在包装内附有前述送货单的复印件：

- Identification number of the delivery slip ;  
送货单编号；
- Order number and item number of the Order ;  
订单号码和订单的项目号；
- Reference of the Supply ;  
供货依据；
- Description of the Supply as specified in the Order ;  
订单对供货的描述；
- Quantity delivered and, where applicable, the serial number and the individual number of products/parts ;  
交付的数量和，如适用，产品/部件的序列号和个体号。
- If necessary, the number of packages ;  
如需要，包装数量；
- Unit of purchase ;  
采购单位；
- Number of the possible dispensation(s) ;  
可能分装的数量；
- If necessary, a customs document and a transport document in compliance with applicable regulations, as well as any other documents required for customs clearance operations within the framework of imports.  
如需要，符合相关规定的海关文件和运输文件，以及在进口时办理海关清关所需的任何其他文件。

**5.2** The delivery or availability of the Documentation and the documents required by applicable regulations and standards is an integral part of the Supply.

文件和相关规定和标准要求的文件的交付或提供是供货不可分割的一部分。

**5.3** The Purchaser reserves the right to refuse and send back or make available, at the cost and risk of the Supplier, any Supply that would not have been subject to an Order or a modification accepted by the Purchaser. The Purchaser reserves the right to refuse all or part of a consignment or of a homogeneous batch in which a Supply which does not conform to the contractual documents is detected.

对于任何与买方接受的订单或修改不相符的供货，买方保留在供应商承担费用和风险的情况下拒收、发回或自行采购替代品的权利。买方保留拒收全部或部分被发现不符合合同约定的货物或同批次货物的权利。

**5.4** Unless otherwise provided in the Order, the delivery of the Supply shall be DDP “address of the Purchaser” (Incoterms 2010 - International Chamber of Commerce). Notwithstanding the foregoing, when the Supply is subject to an acceptance procedure, the transfer of the risks of the Supply takes place on the signature date of the Acceptance report by the Supplier and the Purchaser.

除非订单具有其他相反约定，供货的交付应当在“买方地址”完税后交货（国际贸易术语解释通则2010——国际商会）。尽管有前述规定，如果供货要求验收程序，则供货的风险在供应商和买方签署验收报告之日转移。

**5.5** Packaging shall be carried out in compliance with the contractual documents, regulations and standards in force. It shall include, if necessary, instructions and provide sufficient protection to ensure that the Supply undergoes no deterioration during transport and/or storage. Any damaged Supply upon delivery shall be returned to the Supplier and the transport, repair, assembly, and trial costs, if any, shall be borne by the Supplier.

供货的包装应当根据合同文件和有效规定和标准进行。如果有必要的话，应当包括说明并提供充分的保护以确保供货在运输和/储存过程中不被损坏。任何在交付时已经损坏的供货将被退回给供应商，由此而造成的交通、修理、组装和试验费用，如果有的话，均由供应商承担。

**5.6** The Supplier shall take all necessary measures to prevent stock shortages. To this effect, the Supplier shall make available safety stocks or propose any other mean for the Purchaser to consider. The Purchaser reserves the right to carry out periodic audits in order to verify the existence and efficiency of these measures.

供应商应当采取一切必要措施防止库存短缺。为此目的，供应商应当设置安全库存，或向买方提议任何其他措施供其参考。买方保留定期实施审计的权利，以检验上述措施的存在与否及有效性。

## **6 -DEADLINES** **期限**

**6.1** Time is of the essence of the contractual documents. The deadlines agreed between the Parties are mandatory and respecting these deadlines constitutes an essential condition without which the Purchaser would not have contracted.

时间是合同文件的关键。经双方协商同意的合同期限具有强制性，遵守这些期限构成买方签署采购合同的一项关键条件。

**6.2** The Supplier shall promptly inform in writing the Purchaser of any foreseeable delay compared to the contractual deadlines, and of any measures taken to remedy of such delay. Except for force majeure events, the Supplier shall bear any additional expenses resulting from this delay.

供应商应当及时以书面形式通知买方任何相对于合同期限可以预见的延迟，以及对此等延迟采取的任何救济措施。除非发生不可抗力，供应商应当承担此等延迟造成的任何额外费用。

**6.3** In the event of failure to meet contractual deadlines, the Purchaser reserves the right :  
如果合同期限没有被满足，买方保留以下权利：



- to apply, unless otherwise agreed by the Parties in a signed document, automatically, and without prior notice, late penalties equivalent to 0.5% of the pre-tax price of the relevant Order per calendar day's delay, these penalties being capped at 15% of the pre-tax amount of the Order and/or  
除非双方在已经签署的文件中作出其他约定，买方可以不经事先通知自动收取延迟罚金，相当于发生延迟之日起相关订单税前价格每天 0.5% 的金额，最高不超过订单税前金额的 15%，和/或
- to terminate the Order under the terms and conditions referred to in Article 27, "Termination" below, without any indemnity being due to the Supplier.  
根据下述第 27 条“终止”的条款和条件终止订单，而不向供应商承担任何赔偿。

These penalties do not discharge the Supplier from its obligations and cannot be considered as a final, lump-sum compensation for the damage incurred by the Purchaser. The Purchaser shall notify the amount of late penalties by written document. The Supplier agrees that the Purchaser may deduct, after a period of fifteen (15) calendar days following the notification, the late payment penalties from the amount due to the Supplier in relation to the late Order, if within this delay the Supplier has not disputed in writing the facts of the grievance or has not already paid to the Purchaser the amount claimed.

上述罚金并不使供应商免于承担义务，并且不能被视为是对买方所遭受的损害提供的最终的、一次性赔偿。买方应当以书面文件通知供应商延迟罚金的数额。供应商同意，在通知之日起的十五（15）个工作日后，如果供应商在该期间内没有就延迟事实提供书面理由，或者还没有向买方支付买方所主张的金额，买方可以从应当就延迟订单支付给供应商的金额中扣除延迟罚金。

**6.4** In the event of early delivery or excess quantity, the Purchaser reserves the right either (i) to accept the Supply, or (ii) to make the Supply available to the Supplier at the Supplier's own risk, or (iii) to return the Supply at the Supplier's own cost and risk.

如果提前交付或者交付额外的数量，买方保留下述权利：要么(i)接受供货，或(ii)由供应商获得供货，并由供应商承担风险，或(iii)向供应商退还供货，并由供应商自担风险和费用。

## **7 -ACCEPTANCE**

### **验收**

**7.1** The contractual documents may provide an acceptance procedure for the Supply. The Purchaser reserves the right to refuse the Supply when the related Documentation is incomplete or is non-compliant with the contractual documents provisions.

合同文件可规定供货的验收程序。买方保留在相关文件不完整或不符合合同文件约定的情况下拒绝接受供货的权利。

**Acceptance**: it is pronounced after the lifting of any possible reservations and the satisfactory verification of the Supply operation during the specified period in the contractual documents and after the submission of a Declaration of conformity by the Supplier. It gives rise to the signature of final Acceptance report of which the date starts the warranty period.

**验收**: 在合同文件确定的特定期间内和在供应商提交合规性声明之后，解决任何可能的遗留问题和对供货运行的满意确认之后宣布最终验收。最终验收需要签署最终验收报告，由此开始计算保证期间。

**7.2** No acceptance can be considered as tacitly pronounced. Unless otherwise agreed between the Parties, the acceptance or the verification of the conformity of the Supply shall be made within thirty (30) days of delivery.

验收不可以通过默示进行。除非双方另有约定，验收或对供货的符合性的确认应当在交付之日起的三十（30）天内进行。

The issuing of an Acceptance report shall in no event be interpreted as a waiver of any sort, or affect the extent of the warranty or other commitments made by the Supplier hereunder or any legal warranty.

发出验收报告在任何情况下均不应被解释为任何形式的弃权，不应影响供应商在此所做的保证或其他承诺的范围或影响任何法定保证。

**7.3** The Final Client may participate, carry out or validate the acceptance procedure. In this case, the acceptance pronounced by the Purchaser only becomes final following acceptance by the Final Client.

最终客户可以参与或确认验收程序。此时，买方作出的验收仅在最终客户验收之后才会成为最终验收。

**7.4** In case of non-conforming Supply to the contractual documents, the Purchaser shall inform the Supplier to allow the latter to inspect the non-conformity within a delay that shall be notified. When the Supplier does neither inspect nor does dispute the non-conforming Supply, the Purchaser reserves the right, at its option :

如果供货与合同文件不相符，买方应当通知供应商可以在通知的期间内对不符合情况进行检验。

如果供应商既不检验也不对不符合性进行抗辩，那么买方可以自行选择保留以下权利：

- To accept the non-conforming Supply under its dispensation, in exchange notably for a price discount and the Supplier shall bear all costs of the assessment and calculation of any such dispensation ;  
买方作出放弃权利决定并接受不符合的供货，以此获得价格上的折扣，且供应商应承担买方评估和计算上述权利放弃免的费用；
- To accept it after corrective work at the Supplier's expense, carried out either by the Supplier itself or by the Purchaser (or by a third party appointed by the Purchaser) ;  
在供应商承担费用进行补救之后接受供货，无论该补救是由供应商自行完成的还是买方完成的（或由买方指定的第三方完成）；
- To refuse it, making it available to the Supplier for removal at its own expense and risk within fifteen (15) calendar days of the date of notification of non-conformity by the Purchaser ;  
拒绝接受，由供应商获得供货，在买方作出不符合通知之日起的十五（15）个日历日之内，供应商自担费用和 risk 收回供货；
- To refuse it and return it to the Supplier, at its own expense and risk, within five (5) calendar days of notification of non-conformity by the Purchaser.  
拒绝接受，在买方作出不符合通知之日起的五（5）个日历日之内，由供应商自担费用和 risk 并将供货退回给供应商。

The non-conforming Supply refused by the Purchaser shall be deemed undelivered and shall give rise to the application of the penalties provided in article 6 "Deadlines" above.

买方拒绝接受的不符合的供货应当被视为未交付，并可适用上述第 6 条“期限”规定的延迟罚金。

## **8 -TRANSFER OF OWNERSHIP**

### **所有权转移**

The transfer of ownership to the Purchaser takes place, notwithstanding any reservation of title clause contained in the Supplier's documents :

无论供应商文件中包含了何种所有权保留条款，所有权在下述情况发生时转移给买方：

- upon delivery at the Purchaser's site with respect to the Products or parts elements of the Services,  
在买方场所交付服务的产品或零部件时；
- or, at the signature of the Acceptance report if acceptance is specified in the contractual documents,  
或者，如果合同文件明确了验收程序，则为签署验收报告时；
- with regard to the Results, as and when they are produced.  
在成果完成时。

## **9 -ENTRUSTED PROPERTY**

### **受托财产**

Entrusted Property is to be reserved exclusively to the performance of the Purchaser's Orders and is deemed to be lent to the Supplier.

受托财产应仅用于履行买方订单并被视为出借给供应商。

Entrusted Property remains the property of the Purchaser, of the person who entrusted it to the Purchaser or of the Final Client. It shall be identified as such and stored in such a way as to avoid any confusion with the property of the Supplier or any other third party. Any modification or destruction of the Entrusted Property shall be subject to prior written agreement by the Purchaser.

受托财产的所有权仍属于买方，或者将其委托给买方的人或者最终客户。该财产应当以一种能够避免与供应商或任何其他第三方的财产产生任何混淆的方式进行标记和储存。对受托财产的任何改变或破坏均应获得买方的事先书面许可。

The Supplier undertakes to send the Purchaser, in December of each year, an inventory of the Entrusted Property which have been placed at its disposal or financed by the Purchaser. When the inventory is not transmitted to the Purchaser as stated above, the Purchaser may carry out the inventory itself at the expense of the Supplier.

供应商保证在每年 12 月向买方发送现归其使用的或由买方提供的受托财产库存清单。如果库存清单没有如前述发送给买方，买方可以自行查验并制作清单，由供应商承担费用。

The Supplier undertakes to return the Entrusted Property compliant and in a good condition, upon the Purchaser's first request. At the time that the Entrusted Property is returned to the Purchaser, the Purchaser and the Supplier shall carry out a joint inventory.

供应商保证买方一提出就返还符合要求且状况良好的受托财产。在受托财产返还给买方时，买方和供应商应当联合进行查验。

The Supplier shall monitor the Entrusted Property and take all adequate measures for protection against theft or damage of any sort. In the event of any direct or indirect interference by anyone to the Entrusted Property, the Supplier shall promptly inform in writing the Purchaser, take all the necessary measures to defend the rights of the owner of the Entrusted Property and ensure that the interference ceases. Should the Supplier have a lien ("*droit de rétention*") granted by law on the Entrusted Property, it shall expressly surrender such lien ("*droit de rétention*") of the Entrusted Property.

供应商应当对受托财产进行监管并采取所有充分的保护措施使其免遭盗窃或者任何形式的损害。如果任何人对受托财产进行任何直接或间接地干预，供应商应当立即以书面形式通知买方，采取所有必要措施维护受托财产所有人的权利并确保干预停止。如果供应商对受托财产享有法定留置权（“留置权”），供应商应当明确放弃对受托财产的留置权（“留置权”）。

## **10 -PRICE - INVOICING - PAYMENT TERMS**

### **价格——开具发票——付款条件**

**10.1** Unless otherwise agreed by the Parties in a signed document, the prices stated in the Order are firm and non revisable, and include all taxes except VAT. These prices include all the costs and expenses incurred by the Supplier for the performance of the Supply, including the assignment of potential Results and related economic rights ("*droits patrimoniaux*") as well as expenses to travel to the Purchaser's sites.

除非双方在已签署的文件中另有约定，订单所述价格为确定价格不得修改，并包含除增值税之外的所有税款。前述价格包括供应商为履行供货而承担的所有成本和费用，包括转让潜在成果和相关经济权利（“财产权利”）以及到达买方场所的费用。

**10.2** The Supplier undertakes to invoice the Supply in accordance with the contractual

documents and, in any case, not before the delivery of the Products, and not before the performance of the Services. When an invoicing schedule is mentioned in an Order, the Supplier shall comply.

供应商保证根据合同文件向供应商开具发票，并在任何情况下不在交付产品和履行服务之前开具。如果订单规定了开具发票的时间，供应商应当遵守该等规定。

Invoices shall be drawn by the Supplier in accordance with applicable regulations and include, in addition to legal notices, the following elements :

在法定通知义务之外，供应商根据相关法规开具的发票还应当包含下述信息：

- The Order number ;  
订单编号；
- The item number in the Order ;  
订单的项目编号；
- The date and number of the delivery slip or the performance report ;  
送货单或履行报告的日期和编号；
- The Supplier's code, as provided by the Purchaser ;  
买方提供的供应商的号码；
- A detailed description of the Supply as described in the Order.  
对订单所述供货的详细说明。

**10.3** In the event that the Purchaser grants the Supplier advances or down payments on the amount of the Order, payment thereof shall be covered by a first demand guarantee drawn up in accordance with the model in Appendix 1 or by any other guarantee agreed between the Parties.

如果买方按照订单金额向供应商支付了预付款或定金，该款项应当被包含在根据附件 1 出具的见索即付的保函的担保或者双方同意的任何其他保证之中。

**10.4** The deadline for payment of invoice shall be stated in the Order and the provision of qualified tax invoice ('fapiao') by the Supplier shall be a pre-condition of any payment which shall be conducted by the Purchaser under the contractual documents.

发票款项的支付期限应当规定在订单之中，供应商向买方提供合规的税务发票（“发票”）是买方根据合同文件支付任何款项的前提条件。

In the event of late payment, late penalties shall be due starting from the day after the deadline for payment specified on the invoice, without any reminder being necessary. In this case, the interest rate for penalties shall be 0.02% per day.

发生延迟付款时，延迟罚金从发票规定的付款截止日期届满之后的当天起算，无需任何提示。在此情况下，罚金的利率为每天 0.02%。

## **11 -WARRANTY**

### **保修**

**11.1** The Supplier warrants that the Products shall be free from defects in design, in manufacturing or in operating defects as well as against any defects in materials and parts comprising an assembly. The Supplier warrants also that the Services shall be free from defects in workmanship.

供应商保证其产品不存在设计、制造或操作上的缺陷，也不存在任何材料或零部件装配上的缺陷。供应商还保证其服务不存在工艺上的缺陷。

Unless otherwise specified in the Order, the duration of the warranty is five (5) years in minimum from the date of the delivery of the Supply, or if an acceptance procedure is provided, the date of the issuance of the final Acceptance report of the Supply. If the warranty term stipulated by the applicable laws and regulations is longer than what the contractual documents provide, the laws and regulations shall apply. It shall cover, at the Purchaser's option,

(i) any refurbishment or replacement of the Product or Service correction or (ii) reimbursement of the Product or Service. The warranty covers parts, labour, transport and travel. It also includes the cost of disassembly (including the aircraft engine and/or the equipment subject of the Supply), handling, customs duties and reassembly of parts. This warranty clause is without prejudice to compensation for any damage sustained by the Purchaser.

除非订单中另有规定，保修期为最低五 (5) 年，自供货交付之日起算，或者若进行验收程序，发布最终供货验收报告之日为起算日。如果适用的法律和法规规定的保修期长于合同文件中约定的保修期，则适用法律和法规的规定。保修应包括（具体由买方选择）：(i) 对产品或服务的翻新或更换，或对服务的弥补；或 (ii) 对产品或服务的赔偿。保修涵盖了零部件、人力、运输和差旅费用。其还包括拆卸（包括飞机发动机和/或作为供货标的物的设备）、处理、缴纳关税和重新组装零部件的成本。本保修条款不排除对买方所遭受的任何损害进行补偿。

**11.2** Unless otherwise specified in the Order, replacements or reimbursement of the Supply under the warranty provided in this article shall be performed within a maximum period of forty-five (45) days following the written notice of the defect sent by the Purchaser. When a Supply includes several subsets, the Supplier shall correct at its own expense any damage sustained by such defect or malfunction in the other subset of the said Supply.

除非订单中另有规定，本条款在保修项下对供货的更换或赔偿应在买方发出关于缺陷的书面通知后最长四十五 (45) 天内履行。当某项供货包括数个标的时，供应商应自费弥补由于该等缺陷或上述供货的其他标的发生故障而导致的损失。

**11.3** Any Product replaced or repaired or any Service corrected shall be guaranteed, under the same conditions as above, until the end of the warranty period and in any case for a period of six (6) months from the time of the repair/correction. In the event the Supplier does not perform its warranty duties, the Purchaser reserves the right to perform or have a third party perform the necessary work at the Supplier's expense.

任何经更换或修理的产品或经弥补的服务，在保修期结束前，或在任何情况下自修理/弥补起六 (6) 个月，均应享受与上述条件同等的保证。如果供应商不履行保修义务，买方有权进行或者请第三方进行必要的工作，产生的费用由供应商承担。

**11.4** For the Product's Supply of conception of the Purchaser, the Supplier undertakes during the performance of the Order and until the expiry of warranty obligations, to maintain its complete production, so as to be able to provide the Product and spare parts in accordance with the Purchaser's needs.

针对为买方设计的产品供货，供应商承诺在订单的履行期间及直到保证义务失效为止维持其全部生产，从而可以根据买方需求供应产品和备件。

## **12 -MAINTENANCE**

### **维护**

In the event the Purchaser decides that the Supplier will provide maintenance services, the Supplier agrees to :

如果买方决定由供应商供应维护服务，则供应商同意：

- Obtain the relevant approval of the Official Authorities;  
取得官方机构的相关批准；
- Offer the maintenance services as long as the engine or equipment incorporating the Supply remains in operation, and in consequence to maintain its complete production, so as to be able to provide the necessary Products and spare parts, in accordance with specific conditions negotiated with the Purchaser. In this case, the Supplier shall hold available to the Purchaser a complete nomenclature of prices of parts and different subsets of the Products covered by the Order. The amount of consolidated price of each spare shall not exceed the amount of the price of a complete Product, less the cost of assembly operations and partial and final tests, as a serial production of complete Products is ensured ;

只要包含有供货的发动机或设备仍在运行，根据与买方协商确定的具体条件提供维护服务，并进而维持其全部生产，从而可以提供必要的产品和备件。在这种情形下，供应商应当向买方提供一套订单所包含的部件和不同产品组件的完整的价格清单。全部备件的合并价格金额不得超过一整套产品的价格金额减去装配及部分和最终检测的成本（作为整套产品的生产）。

- Provide any necessary technical assistance to the Purchaser or the Final Client during the general overhaul or repair of the Products;  
在产品大修或修理期间向买方或最终客户提供任何必要的技术协助；
- Ensure a rotation of parts returned to it for overhaul or repair in the timeframes negotiated with the Purchaser.  
确保在与买方协商确定的时限内轮流将部件送回供应商进行大修或修理。

## **13 -STOCK** **库存**

**13.1** The Supplier's stock necessary for the performance of the Order shall come from sources certified by the Purchaser or by the Supplier following approval by the Purchaser of the Supplier's certification procedure. The Supplier shall make available to the Purchaser all documents certifying the quantity, origin, quality, the controls and the backup measures it has made or which it has certified organizations run in connection with such stock. Approval by the Purchaser in no way exonerates the Supplier from abiding by its obligations under the contractual documents.

履行订单所需的供应商库存的来源应当由买方或供应商根据经买方批准的供应商认证程序进行认证。供应商应当为买方提供所有文件，以证明数量、来源地、质量、其自己采取的或请经认证机构采取的控制和备份库存的措施。买方的批准不得在任何情况下免除供应商遵守其在合同文件项下义务的责任。

**13.2** In the event that the Purchaser supplies, for the provision of service, raw material or forgings to the Supplier of its own property, the Supplier shall return on the Purchaser's first request all scraps, turnings, rejects, excess of material derived from the Supplier production. And these materials remain the Purchaser's property.

如果买方为提供服务而向供应商提供了其自身拥有的原材料或锻件，则供应商应当在买方首次要求时返还供应商生产中产生的所有废坯、切屑、不良品和多余的材料。并且上述材料始终为买方的财产。

## **14 -SPECIALIZED EQUIPMENT** **专业设备**

When the Purchaser supplies the Specialized Equipment necessary for the performance of the Order, he remains the owner.

当买方提供为履行订单所需要的专业设备时，该专业设备始终归其所有。

When the Purchaser finances the Specialized Equipment he becomes the owner on acceptance. The acceptance of Specialized Equipment can only occur upon acceptance of the first supply of Products manufactured with the Specialized Equipment in question. The associated plans and documents become the property of the Purchaser under the conditions of article 8 "Transfer of Ownership" for the Results.

当买方提供资金购买专业设备时，其在接收专业设备时该设备归其所有。接受专业设备在接受使用上述专业设备所制造产品的首批供货时才发生。在符合第 8 条“所有权转移”所列条件的情形下，相关计划和文件最终成为买方的财产。

The Specialized Equipment is subject to regular inspections by the Supplier following a calibration procedure set forth in applicable regulation, whose program is made available to the

Purchaser that reserves the right to proceed with counter-inspections.

专业设备须由供应商遵循相关规则中规定的校准程序进行定期检查，供应商的检查程序将对买方公开，而买方保留复检的权利。

## **15 -LONG-TERM OUTLOOK**

### **长期计划**

The Supplier shall inform the Purchaser at least eighteen (18) months in advance of any production stoppage or withdrawal from its catalogue of the Supply.

供应商应提前至少十八 (18) 个月告知买方有关任何停产或从供货目录中撤下产品的情况。

For the Supply Order whose implementation spreads over time, the Supplier undertakes to implement a business continuity plan designed to identify measures to be taken to keep running the performance of the Order upon the occurrence of an event likely to prevent its performance.

对于长期履行的供货订单，供应商承诺，若发生可能阻碍执行订单的情形时，将实施旨在确定为保持订单的执行而采取的措施的商业连续性计划。

## **16 -INDUSTRIAL AND INTELLECTUAL PROPERTY**

### **工业和知识产权**

**16.1** The Purchaser may, for all countries, freely use, grant licenses, operate or transfer the Results that it has become the owner of in compliance with the provisions of article 8 “Transfer of Ownership”. It is specified that for Results that could be subject to a copyright protection (in particular software), the economic rights (“*droits patrimoniaux*”) transferred to the Purchaser by the Supplier include the performance, reproduction, translation, adaptation, modification, marketing, use, retention, and duplication rights and more generally all operating rights for any purpose during the legal protection period of economic rights (“*droits patrimoniaux*”). The Purchaser may therefore make use of these Results, as owner, in the most extensive way using all supports and for all purposes.

针对符合第 8 条“所有权转移”的规定已为其所有的成果，位于所有国家的买方可自由使用、对其授予许可、经营或转让。特别指出，对于可能受版权保护（尤其是软件）的成果，由供应商转让给买方的经济权利（“财产权”）包括表演、转载、翻译、改编、修改、营销、使用、保存和复制的权利，以及在法定的经济权利（“财产权”）保护期内为任何目的更一般性的经营权利。因此，买方作为所有权人，可以最广泛的方式、使用全部支持以及为所有目的而利用该等成果。

The Supplier undertakes not to use the Results for any purpose other than the performance of the Order. At the request of the Supplier, the Purchaser may, at its option and under conditions to be defined, grant to the Supplier a non exclusive and non transferable right to use the Results.

供应商承诺为不为执行订单以外的任何目的而使用成果。经供应商要求，买方可以根据定义的条件自行选择授予供应商非独占性及不可转让成果使用权。

**16.2** The Supplier grants the Purchaser, for the legal duration of the patent right and/or copyright and for all the countries in the world, a non exclusive, irrevocable and transferable right to use and/or operate, free of charge, with the right to sub-license, patents, software and processes or techniques developed independently of the Order and of which it is the holder, author or licensee and which are necessary for the use or operation of the Supply.

为使用或运行供货所必需，供应商免费授权买方在专利权和/或版权的法定期限内以及在全世界各国，可以非独占、不可撤销的和可转让的方式，使用和/或经营及分许可供应商作为持有人、作者或被许可人独立于订单开发的许可、专利、软件和流程或技术。

**16.3** The Supplier guarantees that it is the holder or has been granted of the intellectual and/or industrial property rights to the Results transferred and, as such, shall hold harmless the Purchaser against all claims from third parties in relation to these rights.

供应商保证，其是转让成果上的知识和/或工业产权的持有人，或已被授予该等权利，因而保证买方不受来自任何第三方的针对该等权利的索赔。

In addition, it guarantees that it holds all the rights transferred to the Purchaser in application of article 16.2 of these General Purchasing Conditions with a view to enabling the latter to use and operate the Supply.

另外，其保证其拥有根据本通用采购条文第 16.2 条的规定转让给买方的所有权利，使后者能够使用和经营供货。

The Supplier shall hold harmless the Purchaser against all the consequences of intellectual and/or industrial property claims from third parties which may be filed against the Purchaser in relation to the use or operation of the Supply and any Results thereof. The Supplier undertakes to take charge of the Purchaser's defence and of all consequences, including costs, expenses and fines, which may result for the Purchaser. However, the guarantee will be excluded when the third party's claim for infringement is based on the use of the Supply or of Results in combination with another product without the agreement of the Supplier or on any use thereof which does not comply with the Documentation and the contractual documents.

供应商应保证买方不受第三方对所有知识和/或工业产权的索赔造成后果的影响，该等第三方可能就使用或经营供货及供应的任何成果对买方提起诉讼。供应商承诺负责为买方抗辩并承担由此产生的一切后果，包括可能由买方承担的成本、费用和罚款。但是，当第三方侵权索赔是建立在结合使用供货或成果及其他某项产品而未经供应商同意的基础上，或者任何对此的使用不符合文件和合同文件的规定，则不适用保证。

**16.4** Furthermore, at the option of the Purchaser, the Supplier shall, at its own cost, and without prejudice to the Purchaser's right to seek reparation for any loss incurred, either (i) obtain the right to continue using the Supply, or (ii) replace or modify it in order to put an end to the infringement of the third party rights referred to above, while ensuring the functions provided by the contractual documents or (iii) reimburse the Supply.

此外，如果买方要求，供应商应自费且在不损害买方寻求赔偿所遭受损失的权利的情况下：(i) 获得继续使用供货的权利，或者 (ii) 更换或修理，以终止对上述第三方权利的侵害，同时确保合同文件规定的功能；或者 (iii) 赔偿供货。

## **17 - LIABILITY - INSURANCE**

### **责任—保险**

**17.1** The Supplier is liable for any damage or loss sustained by the Purchaser or any third party as a result of non-performance or improper performance of the Order. Consequently, the Supplier shall indemnify the Purchaser for any loss or damage sustained by the latter, including the cost of repair and/or replacement that would result from any damage or loss to Entrusted Property. Any assistance the Purchaser may give to the Supplier, for the performance of the Supply or the controls the Purchaser may organize, shall not in any way exempt the Supplier from its liability as regards to the Supply.

供应商应对买方或任何第三方因供应商不执行或不适当执行订单而遭受的任何损害或损失承担责任。因此，供应商应向买方赔偿后者所遭受的任何损失或损害，包括由于受托财产遭受的任何损害或损失而可能导致的维修和/或更换的成本。买方为执行供货而可能向供应商提供的任何协助或控制安排，不得以任何方式免除供应商有关供货的责任。

**17.2** The Supplier undertakes to take out and maintain in effect the necessary insurance policies up to an amount commensurate with the risks and liabilities incumbent upon it under ordinary law provisions and its contractual commitments. In this respect, the Supplier shall provide proof, at the Purchaser's first request, of the validity of the insurance policies it has taken out by producing certificates issued by its insurers, indicating the type and amount of guarantees granted. Moreover, the Supplier shall produce proof that it has paid its premiums and shall provide annual certificates confirming the renewal of its policies for the following period, for as long as its contractual obligations remain in force. In the case of insufficient



coverage, the Purchaser shall have the right to require that the Supplier take out additional coverage at its own expense.

供应商承诺，根据一般的法律规定及其合同承诺，购买不超过且与风险和所产生责任相称的金额的必要的保险，并保持其有效。在此，供应商须通过出示由其保险人颁发的证书，在买方首次请求时提供其已购买的保险的合法性证明，说明授予担保的种类和数量。此外，供应商应当出示证据证明其已支付保费，并且只要其合同义务仍然有效，其应当提供年度证书以确认其保险续期。在承保范围不足的情况下，买方应有权要求供应商自费取得额外的承保范围。

It is further stated that when the Entrusted Property by the Purchaser to the Supplier is located at the Supplier's premises, the latter undertakes to take out on behalf of the Purchaser a comprehensive risk insurance policy ("*assurance tous risques*") covering any damage to the Entrusted Property by the latter, whatever the cause of damage. The Purchaser will be named as an additional insured party in this policy that will come into effect at the first euro. Any insurance of the Purchaser shall only be a complement to the guarantee of the insurance policy taken out by the Supplier.

此外，当买方委托给供应商的受托财产位于供应商的营业场所时，后者承诺代表买方购买综合风险保险（“一切险”）以承保受托财产因后者遭受的任何损害，不管损害原因为何。买方在此保单中将被命名为共同被保险人，该保险应不设免赔额。买方购买的任何保险只能作为供应商购买的保险的保证的补充。

Neither the presentation of insurance certificates by the Supplier nor the content of the insurance policies taken out shall limit the Supplier's liability vis-à-vis the Purchaser.

供应商提供保险证书或购买的保险的内容，均不得限制供应商对买方承担的责任。

## **18 - COMPLIANCE WITH LABOUR REGULATIONS**

### **遵守劳动法规**

The Supplier guarantees that it complies with the labour legislation to which it is subject. It also guarantees that the Supply shall be performed in compliance with the labour laws in force in the countries in which the Supply is performed.

供应商保证其遵守其所适用的劳动法律法规。其还保证按照供货履行地国家现行有效的劳动法律执行供货。

## **19 - COMPLIANCE OF THE SUPPLY WITH REGULATIONS AND STANDARDS**

### **供货遵守法规和标准**

Through the performance of the Order, the Supplier guarantees to the Purchaser the compliance of the Supply with the regulations and standards in force in the country where the Product or Service, subject of the Supply, is delivered or rendered to the Purchaser and in any other country where the Supplier has been informed that the Supply will be used.

通过执行订单，供应商向买方保证供货符合产品或服务（供应的标的）交付或提供给买方地国家以及任何其他供应商被告知供货将被使用地国家现行有效的法规和标准。

For this purpose, the Supplier shall hand over upon delivery or undertake to hand over at first demand by the Purchaser, the certificates required by the applicable regulations and relating to the Supply.

为此，供应商应在交付时移交，或承诺在买方首次要求时移交适用的法规所要求的、与供货有关的证书。

Irrespective of the place in which the Supply is produced or rendered (in China or abroad), the Supplier also guarantees to the Purchaser that the Supply will comply with applicable legal provisions and regulations to quality requirements and standards, including health, hygiene, safety, traceability of products and protection of the environment.

无论在何处生产或提供供货（在中国或境外），供应商仍向买方保证，供货将遵守适用的规制质量要求和标准的法律条文和法规，包括健康、卫生、安全、产品的可追踪性和环境保护。

The Supplier undertakes to release to the Purchaser upon the delivery of the Supply all information it has to enable the safe use of the Supply.  
供应商承诺在交付供货时向买方公布其所有的全部信息，以确保安全使用供货。

The Supplier undertakes to inform the Purchaser of any modification of applicable legal provisions and regulations and standards, which affect the conditions in which the Supply is delivered or performed.  
供应商承诺通知买方有关影响交付或执行供货所依据的条件的任何适用的法律条文和法规及标准的修改。

## **20 -SUPPLY'S PERFORMANCE AT THE PURCHASER'S SITE** **在买方场所执行供货**

When the Supply is performed in full or in part at one of the Purchaser's sites, the Supplier undertakes to respect the following provisions :

当供货是在买方一场所被全部或部分执行时，供应商承诺遵守下列规定：

The Supplier shall respect and ensure that its personnel and any subcontractor respect the rules to access to the site, security requirements, including in relation to information technology (IT), confidentiality rules, as well as the provisions of the Internal Rules of Conduct which apply to all persons within one of the Purchaser's establishment as employees of an external company, including hygiene and safety rules and general working conditions.

供应商应遵守及确保其工作人员和任何分包商遵守访问场所的规则、安全性要求（包括与信息技术 (IT) 相关的保密规则），以及适用于作为外部公司员工派遣至买方公司的全体人员的内部行为守则的条文，包括卫生和安全规则以及一般工作条件。

When the Supplier is authorised to access the Purchaser's information system, this authorisation is strictly limited only to making the Supply ordered. The Supplier shall, in all events, respect the Safran Group's Information System Utilization and Security Charter and all other instructions provided.

当供应商被授权访问买方的信息系统时，该等授权仅严格限于履行供货。供应商应在任何情况下遵守赛峰集团的信息系统利用与安全章程及规定的其他所有指令。

Should the Supplier's personnel be present on the Purchaser's site, the Supplier shall appoint a project manager having hierarchical and disciplinary authority over its personnel.

如果供应商的人员身处买方的场所，供应商应指定一名对该等人员行使层级和纪律管理权的项目经理。

## **21 -SUPPLIE'S PERSONNEL** **供应商的人员**

The Supplier is solely responsible for the administrative, accounting and labour management and supervision of its personnel assigned to the performance of Orders.

供应商独立对其委派的执行订单的人员的管理、财务和劳动管理以及监督负责。

It alone is responsible for the definition of the profile and the appointment of the members of its personnel that it assigns to the performance of the Order. It certifies that throughout the performance of the Order, the members of its personnel assigned to the task will be competent, qualified and sufficient in number to ensure that the Supply is in conformity with the contractual documents.

供应商还独立对其委派的执行订单的人员的职责划分及任命负责。其保证在整个执行订单的过程

中，其被委派执行任务的人员是能胜任的、合格的、数量充分的，能够确保供货符合合同文件规定。

## **22 -CONFIDENTIALITY**

### **保密**

Supplier shall keep confidential all information received from the Purchaser in connection with any Order, as well as all information the Supplier might have access as a result of its presence at the Purchaser's premises or another Safran Group Company, without the Purchaser having to specify or mark such information as confidential ("Confidential Information"). The Results shall be regarded and treated as Confidential Information belonging to the Purchaser.

供应商应对从买方处接收的与任何订单有关的所有信息，以及供应商因身处买方办公地点或其他赛峰集团公司而可能接触到的所有信息保密，买方无需指明或标记该等信息为机密（“保密信息”）。成果应被视为是属于买方的保密信息。

Confidential Information shall remain the property of the Purchaser, subject to the rights of third parties. The disclosure of Confidential Information by the Purchaser shall in no event be interpreted as granting to or conferring upon the Supplier, expressly or implicitly, any right whatsoever (under a licence or by any other means) in respect to this Confidential Information.

在不排除第三方权利的前提下，保密信息为买方财产。在任何情形下，买方对保密信息的披露不得被解释为明示或暗示授予或赋予供应商有关本保密信息的任何权利（基于许可或以任何其他方式）。

The Supplier undertakes to :

供应商承诺:

- use Confidential Information exclusively for the purposes contemplated in the Order ;  
仅为订单中拟定目的使用机密信息;
- disclose Confidential Information only to those of its employees for whom it may be strictly necessary for the purposes contemplated in the Order and then only a "need to know" basis ;  
仅在“需知”的程度上对为订单拟定之目的而绝对需要保密信息的员工披露该等保密信息;
- not disclose Confidential Information or make it available, either in full or in part, to any third party without the prior written consent of the Purchaser ;  
未经买方事先书面同意，不向任何第三方披露全部或部分保密信息，或使第三方可以接触到全部或部分保密信息;
- ensure that the confidentiality obligations incumbent upon it under this article are complied with by its employees and other persons authorised by the Purchaser to access Confidential Information.  
确保其员工和其他由买方授权访问保密信息的人员遵守本条文下产生的保密义务。

Nevertheless, the confidentiality obligations shall not apply to any information which :

尽管如此，保密义务不适用于下列任何信息:

- is already in, or it had entered the public domain prior to its disclosure or after it, otherwise than through the fault of the Supplier ;  
在披露之前或之后已经存在于或者已经进入公共领域，除非是由于供应商的过错而造成的披露;
- is already known or available to the Supplier at the date of receipt of Confidential Information, as evidenced by written records of the Supplier ;  
供应商在收到保密信息的当天已知道或已获得该等保密信息（由供应商的书面记录证明）;
- is lawfully obtained by the Supplier from third parties, with full rights of disclosure, as

evidenced by written records of the Supplier.

由供应商从拥有全权披露的第三方处合法取得（由供应商的书面记录证明）。

Should the Supplier be required to disclose Confidential Information of the Purchaser, pursuant to a mandatory or a judicial or administrative decision, the Supplier shall immediately inform the Purchaser of such request. In addition, the Supplier shall cooperate with the latter for the purposes of limiting the disclosure and use of Confidential Information as far as possible.

如果根据强制性或司法或行政决定，供应商被要求披露买方的保密信息，供应商应立即告知买方该等要求。此外，供应商应配合买方以尽可能限制对保密信息的披露和使用。

In the event of termination of the Order for whatever reason, the Supplier undertakes to return Confidential Information immediately to the Purchaser and/or to destroy any support containing in whole or in part of Confidential Information. The return or destruction of Confidential Information shall not release the Receiving Party from its confidentiality obligations under this article.

如果无论出于何种原因订单被终止，供应商承诺立即向买方返还保密信息和/或销毁任何包含全部或部分保密信息的支持。对保密信息的返还或销毁不得豁免接收方在本条项下的保密义务。

Any and all classified Confidential Information disclosed by the Purchaser shall be identified as such at the time of its disclosure. The disclosure, protection and use of classified Confidential Information shall be in accordance with the security procedures issued by the authorities concerned.

所有由买方披露的机密的保密信息应在披露时按照此等保密信息被认定。对机密保密信息的披露、保护和使用应符合有关当局发布的安全程序。

The Supplier undertakes not to use the Order and/or to the Supply and/or any other information in connection with its business with the Safran Group for the purpose of direct or indirect advertising without the prior written agreement of the Purchaser.

供应商承诺，未经买方事先书面同意，不为直接或间接广告之目的使用与赛峰集团的业务有关的订单和/或供货和/或任何其他信息。

The confidentiality obligations provided in this article shall remain in full force and effect throughout the Order performance and for a period of thirty (30) years from the end of the warranty period of the Supply, unless otherwise provided in the Order.

除非订单中另有规定，本条文中规定的保密义务应在订单执行期间及供货的保修期结束起三十(30)年内合法有效。

Should the Supplier disclose information that it owns to the Purchaser, which would be marked or identified as being confidential, the Purchaser undertakes to comply with the same obligations.

如果供应商向买方披露其所有的有可能被标记或识别为机密的信息，买方承诺遵守同等义务。

## **23 -OFFSET**

### **抵销**

If, throughout the performance of the Order, the Supplier uses products or services from countries with which the Purchaser has, directly or indirectly, contracted offset obligations, the Supplier shall, at the Purchaser request, use its best efforts to ensure that the value of its Orders can be taken into account by the competent offset authorities within the framework of the Purchaser's obligations mentioned above.

如果在执行订单的整个过程中，供应商使用来自与买方有直接或间接约定抵销义务的国家的的产品或服务，则供应商应当应买方请求，尽其最大努力确保在上述买方义务的框架内，供应商的订单价值可由有权抵销的机构给以抵销。

## **24 -FORCE MAJEURE** **不可抗力**

Each Party shall inform the other Party immediately, with confirmation by written notice, no later than five (5) calendar days after the occurrence of force majeure preventing it from performing its obligations under the contractual documents.

各方应在阻碍其履行其在合同文件下义务的不可抗力发生后不迟于五 (5) 个日历日内立即通知另一方，并以书面通知确认。

The obligations whose performance is rendered impossible by the occurrence of an event of force majeure shall be suspended for the duration of this event.

若因发生不可抗力事件导致不能履行义务，则在该等事件存续期间应暂停履行该等义务。

The Party invoking force majeure undertakes to take every measure possible to limit the prejudicial consequences of this event for the other Party.

援引不可抗力的一方承诺采取一切可能的措施限制该事件对另一方造成的不利后果。

For the application of this clause, only an event meeting simultaneously all the conditions described hereinafter shall be considered an event of force majeure :

针对本条款的适用，仅同时符合下述所有条件的事件应被视为不可抗力事件：

- a) This event must be unavoidable, unforeseeable and totally independent of the will of the Parties.

该事件必须是不可避免的、不可预见的和完全独立于双方意志的。

- b) Subsequent to this event, the Party invoking the event of force majeure was unable to perform its obligations in accordance with the contractual documents.

该事件发生后，援引不可抗力事件的一方无法根据合同文件履行其义务。

The Supplier shall not be able to invoke delays on the part of its own suppliers or subcontractors unless the cause for these delays may be considered an event of force majeure under this clause.

供应商不得将自己的供应商或分包商的延误援引不可抗力，除非根据本条款，该等延误的原因可被认定为是不可抗力事件。

## **25 -TRANSFER-ASSIGNMENT-SUBCONTRACTING** **转移—转让—分包**

**25.1** The Supplier undertakes not to transfer or assign all or part of the Order or the related rights and obligations to any third party without the prior written consent of the Purchaser, including in the event of merger or split-up. However, the Supplier may assign to third party debt held by the Purchaser.

供应商承诺，未经买方事先书面同意，不向任何第三方转移或转让全部或部分的订单或有关权利和义务，包括在发生合并或者分立情形时。但是，供应商可向第三方转让买方所欠债务。

The Purchaser reserves the right to transfer or assign to any Safran Group Company, all or part of the Order or the related rights and obligations, subject to prior written notice thereof sent to the Supplier.

买方保留向任何赛峰集团公司转移或转让全部或部分的订单或有关权利和义务的权利，但须事先向供应商发送书面通知。

**25.2** The Supplier undertakes not to subcontract all of the Order. Moreover, the Supplier undertakes not to subcontract part of the Order to a third party in any way without the prior written agreement of the Purchaser. When the Supplier is authorised to subcontract, it undertakes to pass on the obligations contained in the contractual documents to its subcontractors. The Purchaser may, if necessary, approve in writing the subcontractor's

payment terms at the request of the Supplier. Notwithstanding the approval of the Purchaser to the Supplier's subcontracting of the performance of the Order, or to the choice of the subcontractor and its payment terms, the Supplier shall remain solely liable to the Purchaser for the performance of the Supply subcontracted. No default of its subcontractors shall exclude or limit the Supplier's liability.

供应商承诺不分包任何订单。此外，供应商承诺在未经买方事先书面同意的情况下，不以任何形式向第三方分包部分的订单。当供应商被授权分包时，其承诺将合同文件中包含的义务转移给分包商。如有必要，买方可应供应商要求书面批准分包商的付款条件。尽管买方批准供应商以分包形式执行订单，或批准对分包商的选择及其付款条件，供应商应就被分包的供货的执行独立对买方负责。分包商的违约行为不得排除或限制供应商的责任。

## **26 -EXPORT CONTROL** **出口管制**

**26.1** The Parties agree to comply with export control laws and regulations that are applicable to the Supply (including its components), as well as to the software, information and products that the Parties may exchange within the framework of the performance of an Order.

双方同意遵守适用于供货（包括其部件）以及双方可在执行订单的框架内交换的软件、信息和产品的出口管制法律和法规。

**26.2** Each Party undertakes to inform the other Party of the export control classification concerning the elements hereinabove, and undertakes to notify it of any changes to – or any plans to change – this classification no later than fifteen (15) days after receiving notice of said change.

各方承诺向另一方告知有关上述产品的出口管制分类，并承诺在不迟于收到相关改变的十五 (15) 天内通知另一方有关该分类发生的任何变化—或任何准备改变该分类的计划—。

**26.3** In the event that the export or re-export of all or part of the Supply is subject to obtaining an export license, the Supplier undertakes to apply to the competent government authorities, at no cost to the Purchaser, for any license or governmental authorization necessary to enable the Purchaser to use the Supply and to deliver such to customers or to any other end user specified by the Purchaser to the Supplier. The Supplier undertakes to immediately notify the Purchaser of the issuance of the export license by the competent government authorities or of the existence of a dispensation, and to provide it with a copy of said license or a certificate describing in particular any restrictions applicable to the re-export or re-transfer by the Purchaser of all or part of the Supply to a third party. It is specified that notice by the Supplier to the Purchaser of the classification of all or part of the Supply and the issuance of the export license described hereinabove constitute conditions prerequisite to the Order coming into force.

如果对供货的全部或部分出口或再出口需要获取出口许可证，供应商承诺在不使买方承担成本的前提下向主管政府部门申请任何对于使买方能够使用供货来讲所必要的许可或政府授权，并向客户或任何其他买方向供应商指定的终端用户提供该等许可或政府授权。供应商承诺立即将主管政府部门颁发出出口许可事宜或存在豁免事宜通知买方，并为其提供上述许可的复印件或专门描述适用于买方向第三方再出口或再转让全部或部分供货的任何限制的证明。需特别指出，供应商向买方通知有关供货的全部或部分分类以及上述出口许可证的颁发构成使订单生效的先决条件。

**26.4** The Supplier undertakes to implement all necessary security measures to prevent the transfer, by any means whatsoever, of information provided by the Purchaser and identified as being subject to applicable laws and regulations on export control to any person not authorized to access such information, by dispensation or by an export license granted by the competent government authorities.

供应商承诺采取一切必要的安全措施，通过取得由主管政府机关颁发的豁免或出口许可，来防止以任何手段将买方提供的、并被识别为受适用的出口管制法律和法规规制的信息转让给任何未经授权获取该等信息的人员。

**26.5** Should the export licence be withdrawn, not renewed or invalidated for reasons

attributable to the Supplier, the Purchaser reserves the right to automatically terminate the Order, without prejudice to its right to claim compensation for the damage sustained by this breach.

若出口许可由于供应商的原因被撤销、不获续期或无效，买方有权自动终止订单而不损害其享有的对因该违约行为所蒙受的损害要求赔偿的权利。

Should it fail to meet its export control obligations, the Supplier will be bound to compensate for any damage caused to the Purchaser and its customers in connection with the performance of the Order or the use or operation of all or part of the Supply. Furthermore, the Supplier undertakes to take charge of the defence of the Purchaser and/or its customers in the event of any action or legal proceedings taken by competent authorities relating to export control as well as all consequences, including fees, expenses and damages that may be incurred by them.

若供应商未能履行其出口管制义务，则有义务赔偿给买方和客户造成的与订单的执行或者使用或经营全部或部分供货有关的任何损害。此外，供应商承诺，若主管当局针对出口管制采取任何行动或法律程序，则负责为买方和/或其客户抗辩并承担一切后果，包括费用、开支和可能由此造成的损害。

## **27 -TERMINATION**

### **终止**

**27.1** Either Party shall be entitled to terminate the Order as of right by registered letter with acknowledgement of receipt in the following cases :

在下列情况下，各方均应有权通过附回执挂号信的方式终止订单：

- When the other Party fails to perform any of its contractual obligations and does not cure such breach within thirty (30) days from receipt of formal notice thereof sent by registered letter with acknowledgement of receipt ;  
当另一方未能履行合同项下的任何义务且在收到关于该未能履行的书面通知后三十（30）天内仍未能补救时，该书面通知应以附回执挂号信的方式发出；
- When the other Party becomes the subject of judicial protection, receivership or liquidation, subject to public policy provisions ;  
当另一方根据公共政策规定成为司法保护、破产管理或清算的主体时；
- When there is a force majeure event the duration of which exceeds one month from the date on which one of the Parties informs the other Party thereof.  
当发生不可抗力事件时，且自一方向另一方发出通知之日起，该不可抗力事件已超过一个月。

**27.2** In addition, the Purchaser may terminate the Order as of right by registered letter with acknowledgement receipt in the following cases:

另外，买方在下列情况下，可以通过发出附回执挂号信的方式终止订单：

1. With immediate effect when the Supplier fails to comply with any of its obligations set forth in articles 18 (“Compliance with Labour Regulations”), 26 (“Export control”) and 28 (“Ethics”) of these General Purchasing Conditions and more generally in case of any breach by the Supplier of any of its contractual obligations which cannot be remedied ;  
当供应商未能遵守本通用采购条款第 18 条（“遵守劳动法规”）、第 26 条（“出口管制”）以及第 28 条（“行为准则”）规定的任何义务以及一般说来，在供应商违反其合同项下的任何义务且无法补救时，买方可以立即终止订单；
2. Subject to a thirty (30) days’ written notice when one of the Purchaser’s competitors or a competitor of any other Safran Group Company acquires a stake in the Supplier’s capital ;  
当买方或任何其他赛峰集团公司的任一竞争者取得供应商的股权资本时，买方可以提前三十（30）天发出书面通知终止订单；
3. Subject to a thirty (30) days’ written notice, in the event of a major change in the

industrial organisation of the Supplier that could jeopardise the proper performance of the Order such as transfer of production.

如果供应商的行业组织发生重大变动且将对订单的适当履行产生不利影响（如转移生产）时，买方可以提前三十（30）天发出书面通知终止订单。

**27.3** In the event of termination of the Order by the Purchaser for reasons attributable to the Supplier, subject to the provisions of article 27.2.2 (capital investment), the Purchaser reserves the right to perform or have a third party perform all or part of the Order at the expense of the Supplier. In this respect, the Supplier undertakes, at the request of the Purchaser, to provide to the latter or to any third party designated by itself all the elements necessary to perform the Supply.

如果买方因可归于供应商的原因终止订单，则除第 27.2.2 条（资本投资）外，买方保留履行或使第三方履行全部或部分订单的权利，所有费用由供应商承担。在这种情况下，供应商保证，应买方要求向其或其指定的任何第三方提供履行供货所必须的所有要素。

**27.4** Upon the expiration of the Order, or following its termination for any reason whatsoever, the Supplier shall return, within eight days and at its cost, to the Purchaser the Entrusted Property and any Documentation which has not yet been provided.

在订单期限届满或因任何原因终止后，供应商应在八天内将尚未返还的受托财产和任何文件返还给买方，所有费用由供应商承担。

**27.5** In all the cases of termination referred to hereinabove, the defaulting Party shall still be required to comply with all its contractual obligations until the effective date of termination, without prejudice to any damage that the non-defaulting Party may be able to claim as compensation for the damage incurred as a result of the non-performance of the obligations set forth in the contractual documents. Besides, in the event the Supplier is the sole source for the Purchaser, the latter may postpone the effective date of termination until the implementation of another source. In that case, the Supplier undertakes to ensure the performance of the Order under the contractual terms and conditions.

在上述规定的所有终止的情况下，违约方仍应遵守其在合同项下的所有义务，直至终止生效日为止，不得妨碍非违约方可能主张的作为因未履行本合同中规定的义务而产生的任何损失赔偿的索赔。此外，如果供应商是买方的唯一供应来源，买方可将终止的生效日期推迟直至找到另一供应来源。在这种情形下，供应商承诺保证按照合同条款和条件履行订单。

## **28 -ETHICS** **行为准则**

The Supplier solemnly declares that :

供应商严正声明：

- It has not infringed any anti-corruption laws or regulations, 未违反任何反腐败法律或规章；
- It has not been subject to any civil or criminal sanctions, in China or abroad, for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against it, 无论在中国境内或境外，未因违反反腐败法律或规章而遭受任何民事或刑事制裁，也未受到任何可能导致该等制裁的调查或程序；
- To the best of its knowledge, no executive or manager of its company has been subject to any civil or criminal sanctions, in China or abroad, for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against such persons.

在其所知悉的最大范围内，无论在中国境内或境外，其公司的所有主管或经理均未因违反反腐败法律或规章而遭受任何民事或刑事制裁，也未受到任何可能导致该等制裁的调查或程序。



The Supplier warrants that:

供应商保证:

- It has not granted and shall not grant, directly or indirectly, any gift, present, payment, remuneration or benefit whatsoever (trip, etc.) to anyone with a view to or in exchange for the conclusion of an Order.  
未曾且将不会为完成订单之目的或作为交换，直接或间接向任何人赠送任何礼物、礼品、款项、酬金或任何形式的利益（如旅行等）。

The Supplier shall notify the Purchaser's Purchasing Department of any gift, present, payment, remuneration or benefit whatsoever that it might grant either directly or indirectly to any employee, officer or representative of the Purchaser or of any Safran Group Company or to anyone that might influence their decision within the framework of the performance of an Order.

供应商应告知买方采购部门，在订单的履行中，其直接或间接向买方或任何赛峰集团公司或可能影响其决定的任何人赠送的任何礼物、礼品、款项、酬金或其他形式的利益。

In the event of failure to comply with this clause, the Purchaser shall automatically have the right to terminate the Orders in progress with immediate effect and without compensation, and without prejudice to any remedies the Purchaser may take against the Supplier.

如果未能遵守本条款，买方自动拥有立即终止进行中订单的权利，无需任何赔偿，且不影响买方可能针对供应商寻求的任何法律救济。

## **29 -MISCELLANEOUS**

### **其他**

Neither Party's failure to exercise or delay in exercising any of its rights with respect to the contractual documents shall be construed or be deemed a waiver of these rights.

任何一方未能行使或延迟行使与合同文件相关的任何权利均不得被解释为或视为放弃该等权利。

Should any provision of the contractual documents be held to be invalid, the remainder shall continue to be valid and enforceable. The Parties shall then seek to replace this provision with a valid provision in order to maintain the contractual balance.

如果合同文件的任何条款被认定为无效，其余条款仍然有效且具有可执行性。各方应寻求有效条款以替代该等条款，以达到维持合同平衡的目的。

The Supplier acts in its own name and on its own behalf as an independent entrepreneur. The Supplier has neither the power nor the authorisation to enter into any commitment whatsoever in the name and for the account of the Purchaser. No provision of the contractual documents may be construed as creating an agent/principal, parent/subsidiary or employer/employee relationship between the Supplier and the Purchaser.

供应商以其自身名义代表自己作为一个独立企业而行为。供应商无权也未被授权以买方的名义代表买方签订任何形式的承诺。合同文件的任何条款均不应被解释为供应商和买方之间存在代理/被代理人、母公司/子公司或雇佣单位/雇员的关系。

## **30 -APPLICABLE LAW – JURISDICTION**

### **法律适用-管辖权**

By express agreement between the Parties, the contractual documents are governed by the published laws of People's Republic of China.

通过各方的明确约定，合同文件受中华人民共和国颁布的法律管辖。

Any dispute arising from, out of or in connection with the contractual documents shall be settled through friendly consultations between the Parties. In the absence of an amicable settlement, the dispute shall be submitted by either Party to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in Beijing. The arbitration proceedings shall be conducted in Chinese and English. The arbitration tribunal shall apply the

rules of arbitration of CIETAC in effect on the date on which the dispute was submitted to CIETAC. The arbitral award shall be final and binding upon both Parties. The costs of the arbitration shall be as fixed by the arbitration tribunal.

由于合同文件导致、产生或与其相关的任何争议应由各方通过友好磋商解决。如未能通过友好方式解决，则任何一方可以将争议提交至中国国际经济贸易仲裁委员会（“CIETAC”），在北京仲裁。仲裁程序应以中文和英文进行。仲裁庭应适用 CIETAC 争议被提交至 CIETAC 之日有效的仲裁规则。仲裁裁决为终局性的，对双方均有约束力。仲裁费用应由仲裁庭确定。

However, the Parties may by mutual agreement decide to have recourse to mediation, before going to court.

无论如何，在诉诸法庭之前，各方可以通过双方约定选择调解解决。

### **31 -Language**

#### **语言**

The General Purchasing Conditions are executed in English and Chinese. In case of any discrepancy between the English version and the Chinese version, the English version shall prevail unless both Parties are Chinese, in which case, Chinese language shall prevail. Notwithstanding the foregoing, for other contractual documents attached or referenced in the General Purchasing Conditions (including but not limited to financial, technical documentation, Specification, Results, etc.) and issued in several languages, English shall remain the prevailing language.

本通用采购条款以英文和中文签订。如果英文和中文版本出现不一致，应以英文文本为准。但如果合同双方均为中国主体，则应以中文版本为准。尽管有前述约定，通用采购条款所附的以多种语言表述的其他的合同文件（包括但不限于财务、技术文件、规格、成果等），均应以英文版本为准。

**NAME OF THE SUPPLIER :**

供应商名称:

**NAME OF THE SIGNATORY :**

签约人姓名:

**TITLE :**

职位:

**DATE :**

日期:

**SIGNATURE :**

签名:

**SUPPLIER STAMP :**

供应商盖章:

## Appendix 1 - FIRST DEMAND GUARANTEE

### 附件 1 – 见索即付保函

As part of order [N°] (hereafter the “Order”), Placed on ....between (name of supplier, address, trade and companies register) and (name of the Purchaser, address, trade and companies register) for (detail of the order) for an amount of ....

作为订单[编号: °] (以下简称“订单”)的一部分, 本保函为(供应商名称、地址、行业和公司注册)和(买方名称、地址、行业和公司注册)之间的订单(订单详情)于....(日期)出具, 金额为....。

The undersigned

以下签字人

**[First rate BANK<sup>1</sup>**

**[甲级银行]**

**[FORM]**

**[格式]**

With a capital of [TO BE COMPLETED] having its registered office at [TO BE COMPLETED], registered at the Administration of Industry and Commerce of [TO BE COMPLETED] under number [TO BE COMPLETED] represented by [TO BE COMPLETED] acting as [TO BE COMPLETED], duly empowered for the purposes hereof

注册资本为[待填写], 注册地址位于[待填写], 登记机关为[待填写]工商行政管理局, 注册号为[待填写], 为本函之目的, 合理授权由[待填写]代表其作为[待填写]。

Hereinafter referred to as the “Guarantor”

本函中被称为“保证人”

Hereby undertakes, irrevocably and unconditionally, on instructions by and on behalf of :

特此不可撤销且无条件承诺, 根据下述方的指示:

**[SUPPLIER]**

**[供应商]**

**[FORM]**

**[格式]**

With a capital of [TO BE COMPLETED] having its registered office at [TO BE COMPLETED], registered at the Administration of Industry and Commerce [TO BE COMPLETED] under number [TO BE COMPLETED]

注册资本为[待填写], 注册地址为[待填写], 登记机关为[待填写]工商行政管理局, 注册号为[待填写]。

To pay :

**[PURCHASER]**

向[买方]

**[FORM]**

**[格式]**

With a capital of [TO BE COMPLETED] having its registered office at [TO BE COMPLETED], registered at the Administration of Industry and Commerce of [TO BE COMPLETED] under number [TO BE COMPLETED]

注册资本为[待填写], 注册地址为[待填写], 登记机关为[待填写]工商行政管理局, 注册号为[待填写]。

Hereinafter referred to as the “Beneficiary”,

Hereinafter referred to as the “Beneficiary”,

以下被称作“受益人”,

支付:

<sup>1</sup> The bank should be a Chinese bank who are acceptable for Safran Group according to its credibility ranking.  
银行应为赛峰集团根据其信用等级所接受的一家中国银行。

On first demand by the Beneficiary and immediately any amount up to [TO BE COMPLETED] in numbers and in letters) Renminbi, without being able to claim any exception or objection in particular with respect to any contestation or claim by the [SUPPLIER] in relation to the Order.

受益人首次索偿后，立即支付不大于[待填写]（填写数字和大写）人民币，不能寻求任何例外或拒付，尤其是与[供应商]就订单提出的任何异议或索赔有关的例外或拒付。

This guarantee is independent of any contract between the [SUPPLIER] and the Beneficiary. Consequently, the modification or cessation of the legal links or relations which may exist between the [SUPPLIER] and the Beneficiary does not release the Guarantor from its obligations hereunder. All the provisions of this guarantee shall remain in force irrespective of any changes in the financial and/or legal situation of the [SUPPLIER] or Beneficiary.

本保函独立于[供应商]和受益人间的任何合同。因此，[供应商]和受益人之间可能存在的法律联系或关系的修订或终止，不免除保证人在本保函项下的义务。无论[供应商]或受益人的财务和/或法律状况存在任何变动，本保函所有条款仍保持不变。

This guarantee comes into force on [TO BE COMPLETED] and expires upon the date when the obligations of the [Supplier] in relate to the this guarantee is completely fulfilled, which shall be confirmed by the Beneficiary in writing.

本保函于[日期待填写]生效，有效期至[供应商]完全履行与本保函相关的义务之日止，该完全履行须经受益人书面确认。

This guarantee is in addition to and not as a replacement for any other right that the Beneficiary may claim against the [SUPPLIER] and must be executed on first demand by the Beneficiary by means of registered letter with acknowledgement of receipt sent to the address of the Guarantor as indicated at the head of this guarantee, indicating that the (Supplier) has not respected its obligations towards the Beneficiary, and without any intervention by the [SUPPLIER] or any prior procedure or action against the [SUPPLIER] being necessary.

本保函是受益人可以向[供应商]主张的任何其他权利的补充，而非替代，必须在受益人通过向本保函文首规定的保证人地址发出附回执挂号信的方式首次索偿时履行，索偿函应指出（供应商）未能遵守其对受益人的义务，本保函的履行不受[供应商]或对[供应商]的任何先前程序或行为的妨碍。

All the costs of this guarantee and any subsequent related deeds shall be borne by the [SUPPLIER].

本保函和其后任何相关立契的所有费用应当由[供应商]承担。

In the event of any dispute in relation to this guarantee, exclusive competence is attributed to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in Beijing. The validity, interpretation and execution of this guarantee are governed by the law of People's Republic of China.

中国国际经济贸易仲裁委员会（“CIETAC”）对与本保函相关的任何争议享有排他管辖权，所有争议应在北京仲裁。本保函的有效性、解释和履行应受中华人民共和国法律管辖。

Executed in ....., on.....

签署地为.....，签署时间为.....，

Title :

职位:

[BANK]

[银行]

## **APPENDIX 2**

### **附件 2**

The purpose of this Appendix is to fix the conditions in which the Purchaser and the Supplier will carry out electronic data interchange (EDI) by means of networks, within the framework of the execution of the Orders.

本附件目的是为了确定买方和供应商在订单的履行过程中，通过网络进行电子数据交换（EDI）时的条件。

#### **A) Definitions**

##### **定义**

Electronic data interchange (EDI) : electronic transfer via a network, from one computer to another, of data in the form of an EDI message.

电子数据交换（EDI）：是指数据以 EDI 信息的形式，通过网络从一台计算机向另一台计算机进行的电子转换。

EDI Message : series of structured segments presented in a form that can be unequivocally read by a computer.

EDI 信息：以能被计算机明确识别的形式呈现的一系列结构化段落。

Acknowledgement of receipt : message issued by the recipient of an EDI message acknowledging receipt of the message and its legibility.

回执：EDI 信息的收件人发出的确认已收到且可识别的信息。

#### **B) Nature of the information exchanged**

##### **所交换信息的性质**

The information which may be exchanged by EDI is defined in the Orders.

能够通过 EDI 交换的信息定义见订单。

Any other information must be exchanged only in paper format unless there is specific, written agreement between the Parties to include it within the field of this Appendix.

任何其他信息仅能通过纸质形式交换，除非各方通过明确的书面协议将其包含在本附件范围内。

#### **C) Validity and taking into account the EDI content**

##### **有效性及对 EDI 内容的认可**

The exchange of information via EDI is carried out at the time and place that the EDI message is placed at the disposal of the recipient's information system in a complete and legible way.

通过 EDI 的信息交换应在 EDI 信息以完整且可识别的方式供收件人信息系统处理之时和之处完成。

On receipt of information transmitted by EDI by the recipient's computer, the latter issues an acknowledgement of receipt to the issuer. The recipient is then reputed to have correctly received the information given unless the recipient informs the other Party of a problem in reading or interpreting the data transmitted. Notification of this may be sent by any means.

在收件人计算机收到通过 EDI 传输的信息后，其应向发件人发出确认回执。收件人应被视作已正确收到信息，除非收件人通知另一方在阅读或解释所传输的数据时发生困难。此通知可以通过任何方式发送。

On no account is the recipient authorised to modify the message received. Any modification must be made by the issuing Party with specific reference to the modification made. Only messages issued by an authorised issuer with the agreed electronic signature are taken into account by the recipient.

在任何情况下，收件人均无权修订其所收到的信息。任何修订必须由发件人做出并明确指出。只有经授权的发件人发出的附带经同意的电子签名的信息才会被收监人认可。

#### D) Registration and conservation of EDI

##### Messages

##### EDI 信息的登记和保存

The Parties must keep all the EDI messages exchanged, taking all the necessary security measures at their disposal to guarantee their inalterability. In this respect, the Parties undertake to respect a certain number of control procedures such as the conservation of the information sent by EDI in its original form and in chronological order of sending.

各方必须采取所有必要安全措施保存处于其支配下的所有经交换的 EDI 信息，以保证信息固定不变。在这种情况下，各方保证遵守特定控制程序，例如以原始形态并按传送时间顺序保存通过 EDI 传送的信息。

The Parties must ensure that the information exchanged by EDI is kept by electronic or computer journals listing all exchanges sent and received and that it is easily accessible. In addition, the Parties must ensure that this information can be reproduced in legible form by man and be printed if necessary in order to constitute, as far as possible, a true and lasting copy of the original

各方必须保证通过 EDI 交换的信息由列出传送和接收的所有交换的电子或计算机日志保存，并能够轻松访问。此外，各方必须保证，该等信息可以通过人力以可阅读形式复制，并在必要的时候打印，以构成尽可能真实和持久的原件复印件。

#### E) Admissibility and probative value of the EDI Messages

##### EDI 信息的证据资格和证明力

Each Party agrees that the EDI messages exchanged on the basis of this Appendix and in conformity with the provisions hereunder have a probative value equivalent to that of a document in paper format.

各方同意在本附件基础上交换的符合本附件条款的 EDI 信息具有与书面文件等同的证明力。

As such, the Parties waive the right to contest the authenticity of the information exchanged or oppose the information on the sole basis that the information was exchanged by EDI.

同时，各方放弃质疑经 EDI 交换信息的真实性的权利，也不会仅以信息是通过 EDI 交换的为由反对该信息。

The Parties undertake to accept that, in the event of a dispute, the registrations made of information exchanged by EDI may be produced before the courts or arbitration panels as proof of the facts that they contain, up until proof to the contrary provided in a non contestable format.

各方保证，如果发生争议，可以在法官或仲裁员面前对通过 EDI 交换的信息进行复制呈现的形式以作为相关事实的证据，除非有以无法质疑的形式提出的与之相反的证据。

#### F) Security of EDI Messages

##### EDI 信息安全

The Parties undertake to set up and maintain security measures and procedures to ensure the protection of the EDI messages against risks of unauthorised access, modification, lateness, destruction or loss.

各方保证建立并维护安全措施和程序以保护 EDI 信息，使其免受未经授权的访问、修订、延迟、破坏或损失的风险。

The security procedures and measure include verification of the origin and verification of the integrity. All information exchanged by EDI must identify the sender and the recipient. As such, each of the Parties undertakes to submit to the other party a list of the persons authorised by it to send information by EDI, updating this list each time it is necessary and indicating the applicable electronic signatures.

安全程序和措施包括对原始性和完整性的验证。所有通过 EDI 交换的信息必须确定发件人和收件人。同样地，各方保证向另一方提交经其授权通过 EDI 传送信息的人员列表，在必要时更新该列表，并告知可适用的电子签名。

If the security procedures and measure lead to the rejection of an EDI message or the detection of an error in the message, the recipient must inform the sender of this as soon as possible.

如果安全程序和措施导致拒收 EDI 信息或检测到信息中的错误，收件人应当尽快将该事项通知发件人。

The recipient of an EDI message which has been refused or which contains an error cannot act on the message without authorisation from the sender. When a refused or erroneous message is retransmitted by the sender, the message must clearly indicate that it is a corrected message.

未经发件人授权，被拒收或有错误的 EDI 信息的收件人不应按信息内容操作。发件人重新传输一份曾被拒收或存在错误的信息时，必须明确指出这是一封经修正的信息。另外，各方保证建立并维护 EDI 运营所必要的运营环境。同样地，各方必须供应并保证维护传输、接收、翻译和保存 EDI 信息所必要的硬件、软件和服务。

In addition, the Parties undertake to set up and maintain the operational environment necessary for EDI operations. As such, the Parties must supply and ensure maintenance for the hardware, software and the services necessary to transmit, receive, translate and conserve EDI messages.

#### G) Confidentiality

##### 保密

The Parties must ensure that the information contained in the EDI messages remains confidential and is not disclosed or retransmitted to any other parties who are not authorised to receive it. They must also ensure that it is not used for any purpose other than the execution of the Orders.

各方必须保证，EDI 信息中包含的信息具有保密性，不得向未经授权接收的任何其他方披露或转发。各方还必须保证不得为除履行订单外的任何目的使用信息。