

**1. SCOPE – ENFORCEABILITY / 范围 – 可执行性**

1.1 These general terms and conditions of sale ("GTS") apply to all orders of innovative dispensing, sealing and active packaging solutions and other packaging products ("PRODUCTS") placed by any company (hereafter the "CUSTOMER") with, and accepted by, the entity set out at the bottom of these GTS ("SUPPLIER" or "APTAR"), which is a direct or indirect affiliate of, and is ultimately controlled by, AptarGroup, Inc. In these GTS, CUSTOMER and SUPPLIER are together referred to as the "PARTIES" and individually as a "PARTY". Even if the CUSTOMER has not signed these GTS, the PARTIES acknowledge and agree that these GTS apply to each ACCEPTED ORDER and prevail over any CUSTOMER terms of purchase, or any other document unilaterally transmitted by the CUSTOMER, which the CUSTOMER purports to apply under any order, confirmation of order or similar document which are not explicitly accepted in writing by the SUPPLIER. These GTS shall also apply to all future orders for PRODUCTS with the CUSTOMER, even if the SUPPLIER does not refer to them again.

本一般销售条款和条件（“一般条款和条件”）适用于任何公司（以下简称“客户”）向本一般条款和条件结尾处所列的实体（该等实体是 AptarGroup, Inc.（阿普塔集团公司）的直接或间接关联方，并最终受 AptarGroup, Inc. 控制）（“供应商”或“阿普塔”）下达并由该等实体接受的所有创新定量分配、密封和活性包装解决方案及其他包装产品（“产品”）订单。在本一般条款和条件中，客户和供应商合称为“双方”，单称为“一方”。即使客户未曾签署本一般条款和条件，双方确认并同意，本一般条款和条件适用于每一份已接受订单，且优先于客户拟在未经供应商明确书面接受的任何订单、订单确认书或类似文件项下适用的任何客户购买条款或客户单方面传送的任何其他文件适用。本一般条款和条件还适用于所有将来与客户签订的产品订单，即使供应商并没有再次提及该等订单。

1.2 In the event of any discrepancy between the GTS and special terms agreed between the PARTIES in writing (e.g. a negotiated supply agreement) referencing these GTS as an addendum thereto, such special terms shall prevail over these GTS.

如果一般条款和条件与双方书面同意的、提及本一般条款和条件系其附录的特别条款（如协商达成的供应协议）之间存在任何不一致之处，该等特别条款应优先于本一般条款和条件适用。

1.3 A waiver of any right or remedy under the GTS is only effective if given in writing. The failure of either PARTY to insist, in any one or more instances, upon the performance of any of the terms or conditions of these GTS, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right.

一般条款和条件项下的任何权利或救济的放弃仅在以书面形式作出时有效。任何一方在任何一种或多种情况下未能坚持要求对方履行本一般条款和条件的任何条款和条件或未能行使本一般条款和条件中的任何权利，不应被解释为对要求对方将来履行任何该等条款和条件或将来进行该等权利的放弃或弃权。

1.4 If any court or competent authority finds that any provision of the GTS (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the GTS shall not be affected. In such circumstances, the parties shall agree in good faith amendments to these GTS to the extent necessary to secure for the Parties' rights and benefits which are as similar as possible to those provided for in these GTS.

如果任何法院或主管部门认定一般条款和条件的任何规定（或任何规定的一部分）无效、不合法或不可执行，则该规定或部分规定应在所需的范围内被视为删除，而一般条款和条件的其他规定的有效性和可执行性不受影响。在该等情况下，双方应在必要范围内善意商定对本一般条款和条件的修订，以确保双方的权利和利益与本一般条款和条件中规定的权利和利益尽可能相似。

**2. DEFINITIONS / 定义**

2.1 "CONFIDENTIAL INFORMATION" means any information learned by the CUSTOMER in connection with these GTS and/or an ACCEPTED ORDER or disclosed to the CUSTOMER by the SUPPLIER, either directly or indirectly, orally, in writing or by inspection of equipment, materials or processes used by the SUPPLIER including information that is proprietary or confidential to a third party (including, for the avoidance of doubt, any related company of the SUPPLIER). CONFIDENTIAL INFORMATION, expressly includes the Supplier's INTELLECTUAL PROPERTY RIGHTS, TRADE SECRETS, all information and data relating to the research, development, production, packaging, control, sale and marketing of the SUPPLIER's products including, but not limited to, economic information, business and technical development plans, pricing, marketing strategy, data, technical information, know-how, prototypes, models, samples, drawings, patents, patent applications, copyrights, improvements and inventions (whether patentable or not) and other works of authorship, process and product information, methods of manufacture, intangible assets, and derivative works made by the CUSTOMER (or a third party on the CUSTOMER'S behalf) that are based on the SUPPLIER'S or third party CONFIDENTIAL INFORMATION.

“保密信息”指客户与本一般条款和条件和/或已接受订单相关而获知的或由供应商直接或间接、口头、书面或通过检查供应商使用的设备、材料或工序而向客户披露的任何信息，包括第三方（为避免重复，包括供应商的任何关联公司）所专有或保密的信息。保密信息明确包括供应商的知识产权、商业秘密、所有与供应商产品的研究、开发、生产、包装、控制、销售和营销相关的信息和数据，包括但不限于经济信息、业务和技术开发计划、定价、营销策略、数据、技术信息、专有技术、原型、模型、样品、图纸、专利、专利申请、著作权、改进和发明（无论能否取得专利权），以及客户（或第三方代客户）制作的、基于供应商或第三方的保密信息的其他原创作品、工序和产品信息、制造方法、无形资产和衍生作品。

2.2 "INTELLECTUAL PROPERTY RIGHTS" or "IPR" means patent rights, rights in inventions, copyrights, trademarks, design rights, utility model rights, database rights, know-how, rights in confidential information, goodwill, trade secrets and other intellectual property or similar rights, including improvements thereof, in any part of the world as may exist from time to time, whether registered or unregistered and including the right to apply for registration.

“知识产权”指在全球任何地区可能不时存在的专利权、发明权、著作权、商标权、设计权、实用新型权、数据库权利、专有技术、保密信息权、商誉、商业秘密及其他知识产权或类似权利（包括其改进），无论是已注册还是未注册，且包括注册申请权。

2.3 "TRADE SECRETS" means "trade secrets" as defined in the Anti-Unfair Competition Law of the People's Republic of China.

“商业秘密”指《中华人民共和国反不正当竞争法》中定义的“商业秘密”。

**3. ORDERS / 订单**

3.1 All quotations issued by the SUPPLIER (each a "QUOTATION") are (i) an essential aspect of preliminary negotiations between the PARTIES and (ii) as such, no QUOTATION shall be deemed an offer by SUPPLIER to supply the PRODUCTS to CUSTOMER as set forth in the QUOTATION. CUSTOMER'S acceptance of a QUOTATION shall be deemed an offer by the CUSTOMER to purchase PRODUCTS under the conditions of the GTS ("QUOTATION OFFER"). 供应商发出的所有报价（分别称为“报价”）均为(i)双方之间进行初步谈判的重要方面，及(ii)因此，任何报价均不应被视为供应商提出的依照报价中的规定向客户供应产品的要约。客户对报价的接受应被视为客户提出的根据一般条款和条件中的条件购买产品的要约（“报价要约”）。

3.2 Every order for PRODUCTS issued by the CUSTOMER ("ORDER"), regardless of the means by which such ORDER is transmitted (including in any electronic form of transmission), shall be deemed to be an offer by the CUSTOMER to purchase PRODUCTS under the conditions of the GTS.

客户发出的每份产品订单（“订单”），无论该等订单以何种方式传输（包括以任何电子传输形式传输），均应被视为客户提出的根据一般条款和条件中的条件购买产品的要约。

3.3 The SUPPLIER is not bound by (i) a QUOTATION OFFER, or (ii) any ORDER, unless and until the SUPPLIER has accepted such QUOTATION OFFER or ORDER (each an "ACCEPTED ORDER") by a written confirmation of such QUOTATION OFFER or ORDER (each an "ORDER CONFIRMATION").

供应商不受(i)报价要约；或(ii)任何订单约束，除非且直至供应商通过对该报价要约或订单的书面确认（分别称为“订单确认书”）而接受该报价要约或订单（分别称为“已接受订单”）。

3.4 All QUOTATIONS issued by the SUPPLIER are valid for a period of 30 calendar days unless the QUOTATION expressly sets out a different period.

除非报价中明确规定了不同的期限，否则供应商发出的所有报价的有效期均为 30 个日历日。

3.5 The SUPPLIER may, at its sole discretion accept or reject any CUSTOMER requested cancellations or modifications to an ACCEPTED ORDER. For the avoidance of doubt, where a request is made to cancel or modify an ACCEPTED ORDER and such request is refused, the ACCEPTED ORDER shall continue in full force and effect.

供应商可随其意愿，在客户财务状况相关资料显示存在客户不支付产品购买价款的风险的情况下，要求客户支付预付款、提供付款保证（定金或其他）或变更其任何付款条款。

Any partial payments by CUSTOMER shall be allocated in the following order of priority (i) outstanding invoices (oldest first); (ii) any late payment interest; and (iii) payment of expenses incurred by the SUPPLIER in recovering late payments.

5. 供应商可自行酌定接受或拒绝接受任何客户要求的对已接受订单的取消或修改。为避免重复，要求取消或修改已接受订单但被拒绝的，已接受订单应继续完全有效。

5.6 If the SUPPLIER accepts a CUSTOMER proposed change in any ACCEPTED ORDER, such change shall be formalized by the issue of a new ORDER CONFIRMATION, which shall, in addition to updating the original ACCEPTED ORDER to reflect the change, specify the amount of any expenses and/or costs incurred by the SUPPLIER due to such change ("EXPENSES"). The new ORDER CONFIRMATION shall replace the original ACCEPTED ORDER and be binding on the SUPPLIER and the CUSTOMER after such new ORDER CONFIRMATION would have been issued to the CUSTOMER.

5.7 If the SUPPLIER accepts a CUSTOMER cancellation, the SUPPLIER shall invoice any expenses and/or costs incurred by the SUPPLIER due to such cancellation.

如果供应商接受客户对任何已接受订单的拟议变更，该等变更应通过签发新订单确认书的方式正式作出，除更新原始的已接受订单以反映该等变更外，新订单确认书还应列明供应商因该等变更而发生的任何费用和/或成本（“费用”）的金额。新订单确认书应取代原始的已接受订单，并在该等新订单确认书签发给客户后对供应商和客户具有约束力。

如果供应商认可客户取消订单，供应商应就因该等取消而使供应商产生的任何费用和/或成本开具发票。

5.8 The SUPPLIER'S PRODUCTS are manufactured, packed and delivered in accordance with the provisions of SUPPLIER'S (i) standard quality agreements, (ii) standard technical or packaging specifications, and (iii) standard logistics requirements (such documentation and information being the "SPECIFICATIONS").

5.9 供应商的产品根据供应商的(i)标准质量协议，(ii)标准技术或包装规格，及(iii)标准物流要求（该等文件及信息称为“规格”）的规定生产、包装及交付。

5.10 When the CUSTOMER requires the SUPPLIER to source components or sub-assemblies, or to subcontract services, from the CUSTOMER or suppliers designated by the CUSTOMER, the SUPPLIER shall have no responsibility for the quality, suitability or supply of such goods or services.

5.11 当客户要求供应商从客户或客户指定的供应商处获取部件或组件，或向其分包服务时，供应商对该等商品或服务的质量、适用性或供应概不负责。

5.12 The minimum quantity of PRODUCTS per ORDER and/or delivery ("MOQ") is stated on the SUPPLIER'S quotation and ORDER CONFIRMATION for standard and customized PRODUCTS.

5.13 每一订单和/或每次交付的最低产品数量（“最小订购量”）在供应商的标准和定制产品的报价和订单确认书中说明。

5.14 Every ORDER of PRODUCTS delivered may be up to 5% greater or less than the quantity specified in the ORDER CONFIRMATION and such variation shall not be a breach of these GTS and the SUPPLIER shall be entitled to submit an invoice in respect of the quantity actually delivered. If the quantity of PRODUCTS delivered by the SUPPLIER is more than 5% greater than the quantity specified in the ORDER CONFIRMATION, the CUSTOMER shall be entitled to either accept or reject the PRODUCTS in excess of the 5% upper limit. If the CUSTOMER accepts such PRODUCTS, such over delivery shall not be a breach of these GTS and the SUPPLIER shall be entitled to submit an invoice in respect of the quantity actually delivered.

5.15 每一订单的产品交付量最多可比订单确认书中规定的数量多或少 5%，且该等变更不应构成对本一般条款和条件的违反，而且供应商有权就实际交付的数量提交发票。如果供应商交付的产品数量比订单确认书中规定的数量超出 5% 以上，客户有权接受或拒收超出 5% 上限的那部分产品。如果客户接受该等产品，则该等超额交付不应构成对本一般条款和条件的违反，且供应商有权就实际交付的数量提交发票。

5.16 DELIVERIES / 交付

5.17 The PRODUCTS are sold FCA SUPPLIER'S production site (Incoterms 2020). For the avoidance of doubt, references to PRODUCTS being "delivered" and the "delivery" thereof in these GTS shall be interpreted in light of FCA (Incoterms 2020).

5.18 产品以货交承运人（《2020 年国际贸易术语解释通则》）的方式在供应商的生产地点售出。为避免重复，本一般条款和条件中凡提及产品被“交付”及产品的“交付”之处均应根据《2020 年国际贸易术语解释通则》予以解释。

5.19 If the Customer fails to collect the PRODUCTS on the delivery date set out in the ORDER CONFIRMATION, the SUPPLIER reserves the right to invoice storage expenses of 2.5% of the price stated on the ORDER CONFIRMATION per month until the PRODUCTS are collected. If the PRODUCTS have not been collected within 60 calendar days from the agreed delivery date, the SUPPLIER shall be entitled, without prejudice to its other rights and remedies, to (i) sell the PRODUCTS to a third party or (ii) invoice CUSTOMER for such PRODUCTS if such PRODUCTS cannot be sold to a third party. The CUSTOMER shall be liable for any and all fees, expenses and charges incurred by the SUPPLIER in connection with such sale.

5.20 如果客户未能在订单确认书中规定的交付日提取产品，供应商有权每月按订单确认书中列明的价格的 2.5% 就仓储费用开具发票，直至产品被提取时止。如果产品未能在约定的交付日起 60 个日历日内被提取，供应商有权在不影响其享有的其他权利和救济的情况下，(i) 将产品出售给某一第三方或(ii) 如果产品未能出售给第三方，向客户开具发票。客户应负责承担供应商因该等销售而发生的任何及所有费用、支出及收费。

5.21 Lead times and delivery dates quoted in ORDER CONFIRMATION are given for guidance only. The SUPPLIER shall make reasonable commercial efforts to adhere such dates, but time shall not be of the essence in this regard. The SUPPLIER shall not be liable for any delay in delivery of the PRODUCTS caused by a FORCE MAJEURE EVENT as defined in Article 11, or the CUSTOMER'S failure to provide the SUPPLIER with adequate delivery instructions or any other instructions that are relevant to the supply of the PRODUCTS.

5.22 在订单确认书中所报的各货周期和交付日仅作参考。供应商应尽合理的商业努力遵守该等日期，但是就此延迟履行并不构成违约。因第 11 条中定义的不可抗力事件或客户未能向供应商提供适当的交付指示或任何其他与产品供应相关的指示而导致产品延迟交付，供应商不承担任何责任。

5.23 Notwithstanding Article 5.2, lead times shall not commence until the CUSTOMER has provided the SUPPLIER with all the technical information required to process the ORDER and/or to set up the means of credit or payment stated in the ORDER CONFIRMATION.

5.24 尽管有第 5.2 条的规定，在客户已向供应商提供处理订单所需的所有技术信息和/或设置订单确认书中规定的信贷或付款方式后，各货周期方开始。

5.25 PRICE – PAYMENT / 价格 – 付款

5.26 The PRODUCTS are invoiced by the SUPPLIER on or following delivery at the price stated in the ORDER CONFIRMATION or, in the event that the ORDER CONFIRMATION does not state a price, at the current price list on the date of the ORDER CONFIRMATION. The price of the PRODUCTS excludes packaging and transport costs and expenses, VAT and any other duties or taxes, which are billed in addition to the price, where applicable.

5.27 供应商在交付时或交付后按照订单确认书中规定的价格开具产品发票，或在订单确认书未规定价格的情况下，按照订单确认书之日有效的价目表开具产品发票。产品的价格不包括包装和运输费用和支出、增值税以及如适用，在价格之外开具的任何其他税款或税项。

5.28 Invoices are payable in Renminbi or any other currency specified in the ORDER CONFIRMATION within 30 calendar days from the invoice date by bank transfer. No discounts for early payment are granted. Any payment transaction expenses shall be solely borne by the CUSTOMER. No payment will be deemed received until the purchase price has been credited to the SUPPLIER'S bank account.

5.29 发票应在发票日起 30 个日历日内通过银行转账方式以人民币或订单确认书另行指定的币种支付。对于提前付款不提供折扣。任何付款交易费用应由客户自行承担。直到购买价款被贷记入供应商的银行账户，方视为已收到付款。

5.30 The SUPPLIER may require pre-payment, payment guarantees (deposit or other) or change any of its payment terms at any time, in particular if information on the CUSTOMER'S financial situation indicates there is a risk of non-payment of the purchase price of the PRODUCTS.

5.31 供应商可随其意愿，特别是在客户的财务状况相关资料显示存在客户不支付产品购买价款的风险的情况下，要求客户支付预付款、提供付款保证（定金或其他）或变更其任何付款条款。

5.32 Any partial payments by CUSTOMER shall be allocated in the following order of priority (i) outstanding invoices (oldest first); (ii) any late payment interest; and (iii) payment of expenses incurred by the SUPPLIER in recovering late payments.

5.33 任何部分付款由客户支付应分配在以下顺序的优先权(i) outstanding invoices (oldest first); (ii) any late payment interest; and (iii) payment of expenses incurred by the SUPPLIER in recovering late payments.

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客户的任何部分付款应按以下优先顺序分配：(i)未支付的发票（按开发票时间先后顺序）；(ii)任何延迟付款利息；及(iii)供应商在追讨延迟付款的过程中支付的费用。

5 Any delay in payment shall give rise to the application of interest for late payment at the interest rate which equals to 150% of the benchmark interest rate for RMB loans with the same term in the same period as published by the People's Bank of China. In addition, the CUSTOMER agrees that the SUPPLIER shall be entitled to charge the CUSTOMER for any expenses it incurs in recovering late payments.

任何延迟付款均适用按中国人民银行同期人民币贷款基准利率的 1.5 倍计算的延迟付款利息。此外，客户同意，供应商有权向其收取其为追讨延迟付款而发生的任何费用。

6 If an invoice has not been fully paid on the due date, the SUPPLIER, may in its sole discretion, set a reasonable remedy period for such payment and/or, without prejudice to any of its other rights and remedies, (i) cancel and/or suspend the processing of any other ORDER for PRODUCTS which have been accepted pursuant to these GTS or any other terms between the PARTIES; and/or (ii) require immediate payment of any outstanding sum still owed; and/or (iii) demand payment guarantees or pre-payment upon any future order for products; and/or (iv) demand that the PRODUCTS are returned to SUPPLIER and, following such demand, the CUSTOMER shall promptly, but in any event within 7 calendar days, return such PRODUCTS to the SUPPLIER at the expense and risk of the CUSTOMER.

如果发票未能在到期日全额支付，供应商可自行酌定为该等付款设定一个合理的补救期限和/或在不会影响任何其他权利和救济的前提下，(i)取消和/或中止对根据本一般条款和条件或双方之间达成的任何其他条款已接受的任何其他产品订单的处理；和/或(ii)要求客户立即支付任何仍欠付的未付款项；和/或(iii)要求客户对任何将来的产品订单作出付款保证或支付预付款；和/或(iv)要求客户将产品退回供应商，并且在该等要求提出后，客户应立即，但在任何情况下在 7 个日历日内，将该等产品退回供应商，相关费用和风险由客户承担。

6.7 The CUSTOMER shall pay all amounts due under an ORDER in full without any deduction or withholding, except as required by law. If any such deduction or withholding is required, the CUSTOMER shall, when making the payment to which the deduction or withholding relates, pay to the SUPPLIER such additional amount as will ensure that the SUPPLIER receives the same total amount that it would have received if no such deduction or withholding had been required.

客户应全额支付订单项下的所有到期款项，不得进行任何扣除或预扣，但法律规定的除外。如果要求进行任何该等扣除或预扣，客户应在支付该等扣除或预扣所涉及的款项时，向供应商支付以下额外的金额，该等额外的金额将确保供应商收到如未要求进行该等扣除或预扣其原本应收到的总金额。

6.8 Any sums payable under these GTS do not include any state or local income tax, consumption tax, value added tax, customs duties or other like taxes of any nature applied now or in the future unless explicitly included on the invoice in writing. Where applicable, value added tax or any other tax of any nature will be invoiced by SUPPLIER immediately in addition to any sum in respect of which they are calculated and shall be paid by CUSTOMER in full without deductions. When relevant, the PARTIES will timely pay the amount of taxes levied and will provide each other with official tax certificates, other evidences of tax obligation together with proof of payments or any equivalent documentation required under applicable law. The PARTIES also agree to use reasonable efforts to cooperate with each other in order to legally minimize or eliminate any above mentioned tax of any nature, when possible.

本一般条款和条件项下应付的任何款项均不包括现在或将来的任何国家或地方所得税、消费税、增值税、关税或其他任何性质的类似款项，但发票中以书面形式明确列入的除外。在适用情况下，增值稅或其他任何性质的任何其稅項均將在計算該等稅項所依據的任何金額之外由供應商立即開具發票，並應由客戶全額支付而不進行扣減。在相關的情況下，雙方將及時繳納所徵收的稅款，並向對方提供正式稅務證明、其他納稅義務證明，以及適用法律要求的付款證明或任何同等文件。雙方還同意盡合理努力互相合作，以便在可能的情況下儘量減少或免除任何性質的任何上述稅項。

6.9 Any down payments made by the CUSTOMER shall not be reimbursed by SUPPLIER but set-off as a credit on future invoices, if any.

客戶支付的任何定金不應由供應商償付，但應在將來的發票（如有）上作為抵免額沖抵。

## 7. TITLE - RISKS / 所有权 - 风险

7.1 The SUPPLIER shall retain title to the PRODUCTS until full payment of their price, interest and additional costs, together with all other sums which are, or which become, due to the SUPPLIER from the CUSTOMER related to the PRODUCTS. The SUPPLIER shall be entitled to take any actions legally required or necessary to ensure and maintain any retention of title subject to the applicable national legislation.

供應商應保留對產品的所有權，直至產品的價格、利息、附加成本，連同所有其他與產品相關的、客戶現在或將來應支付給供應商的款項全部付清時。供應商應遵照適用的國家法律，採取法律要求的或為確保和保持所有權的任何保留所必需的任任何行動。

7.2 Risk in the PRODUCTS is transferred to the CUSTOMER upon delivery of the PRODUCTS as defined in Article 5 or in accordance with the Incoterm 2020 referred to in the ORDER. As of the time of delivery, the CUSTOMER bears all risks of loss or damage to the PRODUCTS. The CUSTOMER warrants that it has subscribed to an insurance policy at a reputable insurer that covers any damage or loss that may be caused to the PRODUCTS from the time of their delivery, including but not limited to loss, theft, fire, water damage and natural hazard. The CUSTOMER shall upon request by the SUPPLIER produce a copy of the policy of insurance.

按照第 5 條的規定或根據訂單中提及的《2020 年國際貿易術語解釋通則》進行產品交付時，產品的風險轉移至客戶。自交付後，客戶承擔所有產品損失或損害風險。客戶保證，其已向一家聲譽良好的保險公司購買火險，該保險單承保產品自交付時起可能遭受的任何損害或損失，包括但不限於損失、失竊、火災、水損害和自然災害。客戶應一經供應商要求，即出示保險單副本。

7.3 Until title to the PRODUCTS has passed to the CUSTOMER, the CUSTOMER shall (i) make sure that the PRODUCTS are easily identifiable, including, without limitation, by storing the PRODUCTS (at no cost to the SUPPLIER) separately from all other products of the CUSTOMER or any third party; and (ii) maintain the PRODUCTS in satisfactory condition. In product ownership transfer to customer before, customer (i) ensure products are easy to identify, including but not limited to (in the absence of any other agreement) (ii) ensure products are kept in a satisfactory condition.

7.4 Until title to the PRODUCTS has passed to the CUSTOMER, the CUSTOMER may use, process, consume or resell PRODUCTS only in the course of the CUSTOMER's normal and usual business (e.g. manufacturing, filling and assembly process).

在產品的所有權轉移至客戶之前，客戶僅可在客戶的正常和慣常業務過程（例如生產、灌裝和組裝流程）中使用、加工、消耗或轉售產品。

7.5 Regardless of reservation of ownership on the PRODUCTS, SUPPLIER shall be entitled to recover payment for the PRODUCTS.

無論產品的所有權保留與否，供應商應有權追討產品貨款。

7.6 Prior to payment of the relevant invoice by the CUSTOMER, the CUSTOMER's right to possession, use and resale of the PRODUCTS shall terminate immediately if: (i) the CUSTOMER ceases to trade or appears in the reasonable opinion of the SUPPLIER to be likely to cease to trade or is subject to insolvency proceedings as defined under EU Regulation 2015/848 or similar insolvency proceedings under any other applicable national legislation; (ii) the CUSTOMER fails to pay any sum due to the SUPPLIER concerning an ACCEPTED ORDER or any other contract between the CUSTOMER and the SUPPLIER; (iii) the CUSTOMER encumbers, pledges or in any other way charges any of the PRODUCTS; or (iv) the ACCEPTED ORDER is terminated for any reason.

在客戶支付相關發票之前，如發生以下任何情況，客戶對產品的占有、使用和轉售權利應立即終止：(i)客戶停止交易或供應商合理認為客戶似乎可能停止交易或客戶面臨歐盟 2015/848 號條例所定義的破產程序或任何其他適用的國家層面立法項下的類似破產程序；(ii)客戶未能支付與已接受訂單或客戶與供應商之間訂立的任何其他合同相關的任何應向供應商支付的任何款項；(iii)客戶對任何產品設置權利負擔、質押任何產品或以任何其他方式就任何產品收取費用；或(iv)已接受訂單因任何原因終止。

7.7 The CUSTOMER shall allow the SUPPLIER, its agents, employees and sub-contractors the right, at any time, to enter any premises where the PRODUCTS are or may be stored in order to inspect them, and, if the CUSTOMER's right to possession, use and resale of the PRODUCT has expired or terminated, to recover them.

客戶應允許供應商、其代理人、員工及分包商有權在任何時候進入存放產品或可能存放產品的任何場所檢查產品，並且如果客戶對產品的占有、使用及轉售權利已屆滿或終止，則有權收回產品。

7.8 The SUPPLIER's rights contained in this Article 7 shall survive termination of any ACCEPTED ORDER or these GTS. 本第 7 條中載明的供應商的權利應在任何已接受訂單或本一般條款和條件終止後繼續有效。

## 8. WARRANTY / 保证

8.1 With respect to the pharmaceutical PRODUCTS, the SUPPLIER warrants that on the production date, and for a period of 12 months from the production date ("PHARMACEUTICAL PRODUCTS WARRANTY PERIOD"), such PRODUCTS shall: (i) materially comply with the SPECIFICATIONS; and (ii) be free from material defects in design, material and workmanship. With respect to the PRODUCTS other than the pharmaceutical PRODUCTS, the SUPPLIER warrants that on delivery, and for a period of 12 months from the date of delivery ("NON-PHARMACEUTICAL PRODUCTS WARRANTY PERIOD"), such PRODUCTS shall: (i) materially comply with the SPECIFICATIONS; (ii) be free from material defects in design, material and workmanship.

對於醫藥類產品而言，供應商保證在產品生產日期的 12 个月期间（“医药类产品质保期”）内，该等产品应：(i)实质上符合规格；(ii)在设计、材料和工艺上无重大瑕疵。对于医药类产品以外的其他产品，供应商保证在交付时且在自交付之日起的 12 个月期间（“非医药类产品质保期”）内，该等产品应：(i)实质上符合规格；(ii)在设计、材料和工艺上无重大瑕疵。

8.2 The SUPPLIER shall, to the fullest extent permitted by law, have no responsibility or liability whatsoever for suitability, adaptability or compatibility of the PRODUCTS with the CUSTOMER's needs for the purposes of manufacturing finished, semi-finished or intermediate products, for the purposes of incorporating the PRODUCTS into other products and for the use of the PRODUCTS in the dispensing or spraying of any content. The SUPPLIER shall also, to the fullest extent permitted by law, have no responsibility or liability whatsoever in respect of third party infringement or misappropriation claims (particularly infringement or misappropriation of IPRs) concerning PRODUCTS (including but not limited to the design of the PRODUCT or its visual specifications).

對於為生產成品、半成品或中間產品之目的，為將產品併入其他產品之目的以及為任何內容的定量分配或噴灑過程中使用產品之目的，產品與客戶在此方面的需求的適合性、適應性或兼容性，供應商在法律允許的最大範圍內不對此承擔任何責任。在法律允許的最大範圍內，供應商也不對有關產品（包括但不限於產品的设计或其可视化规格）的第三方侵权或侵占权利主张（特别是知识产权的侵权或侵占）承担任何责任。

8.3 Notwithstanding any technical advice provided by the SUPPLIER, whether verbally or in writing, or any tests (particularly technical approval tests) carried out by the SUPPLIER at the CUSTOMER's request, it is the sole responsibility of the CUSTOMER to: (i) choose the PRODUCTS and define any special or customized technical or packaging specifications for the PRODUCTS; (ii) ensure that the PRODUCTS that it orders from the SUPPLIER are suitable for their intended use; (iii) ensure the PRODUCTS are compatible with the content and other components that the CUSTOMER is to put in the finished packaging and products sold by the CUSTOMER; (iv) ensure compliance with all applicable regulations of the finished products that it markets; and (v) ensure that the customized specifications and/or instructions notified to the SUPPLIER do not and will not infringe or misappropriate the rights of third parties (including but not limited to infringement or misappropriation of IPRs).

無論供應商以口頭或書面形式提供任何技術建議，或供應商應客戶要求進行任何測試（特別是技術認可測試），客戶仍應全權負責：(i)選擇產品並確定產品的任何特殊或定制的技术或包裝规格；(ii)確保其向供應商訂購的產品適合其預期用途；(iii)確保產品與客戶將放入客戶銷售的成品包裝和成品中的內容物及其他部件相兼容；(iv)確保遵守其所推廣的市場就成品的所有適用法規；及(v)確保通知供應商的定制规格和/或指示現在和將來均不侵害或侵占第三方的權利（包括但不限於侵害或侵占知識產權）。

8.4 The CUSTOMER hereby acknowledges and agrees that, to the extent that any services are provided by SUPPLIER to the CUSTOMER, such services are provided on an "as is" basis. Subject to Article 10.1, (i) the receipt of any services and any reliance thereon by the CUSTOMER is entirely at the CUSTOMER's risk; and (ii) SUPPLIER accepts no liability to the CUSTOMER, and the CUSTOMER acknowledges and agrees that SUPPLIER has no liability to the CUSTOMER, in respect of any such services.

客戶特此確認並同意，如果供應商向客戶提供任何服務，該等服務系按現狀提供。受限於第 10.1 條，(i)客戶接受任何服務及依賴任何該等服務的相关風險完全由客戶承擔；及(ii)供應商不就任何該等服務對客戶承擔任何責任，且客戶確認並同意，供應商不就任何該等服務向客戶承擔任何責任。

8.5 The SUPPLIER shall, to the fullest extent permitted by law, have no responsibility or liability whatsoever in relation to the PRODUCTS in the event of: (i) changes or alterations made to the PRODUCTS by the CUSTOMER; (ii) incorrect use, storage of the PRODUCTS (particularly their use-by date) and/or non-compliance with instructions provided by the SUPPLIER; (iii) negligence and/or failure to maintain the PRODUCTS by the CUSTOMER; or (iv) normal wear and tear of the PRODUCTS.

在法律允許的最大範圍內，若發生以下任何情況，供應商對產品不負責任：(i)客戶對產品作出變更或修改；(ii)不正確使用、存放產品（特別是其有效期）和/或未遵守供應商發出的指示；(iii)客戶疏忽和/或未能維護產品；或(iv)產品發生正常損耗。

8.6 The CUSTOMER undertakes to inform its own customers, suppliers or contractors of the conditions and limits in respect of the use and storage of the PRODUCTS.

客戶承諾將告知其自身的客戶、供應商或承包商關於產品使用和存放的條件和限制。

8.7 The SUPPLIER excludes any guarantee or warranty in respect of the components or materials provided by the CUSTOMER and shall not perform any quality checks prior to their use in manufacturing the PRODUCTS. Any components and materials provided by the CUSTOMER shall be deemed to be compliant with the CUSTOMER's requirements and with all applicable legislation and regulations and the CUSTOMER shall have sole responsibility to check such compliance.

供應商對任何由客戶提供的部件或材料不作任何擔保或保證，且不應在其用於生產產品之前進行任何質量檢查。客戶提供的任何部件和材料應被視為符合客戶的要求及所有適用的法律和法規的規定，客戶應全權負責檢查該等合規性。

8.8 Notwithstanding anything to the contrary in the GTS or any order, prototypes, samples and other development products supplied by SUPPLIER are not for commercial use and are only made available "AS-IS" and without any representation or warranty, express or implied. SUPPLIER accepts no liability to the CUSTOMER in respect of any such prototypes, samples and other development products.

無論一般條款和條件或任何訂單中是否有任何相反規定，供應商供應的原型、樣品及其他開發產品不作商業用途，僅按現狀提供，且不作任何明示或默示的陳述或保證。供應商就任何該等原型、樣品及其他開發產品對客戶承擔任何責任。

8.9 Except as set out in these GTS all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

除本一般條款和條件中另有規定外，在法律允許的最大範圍內，成文法或普通法隱含的所有保證、條件和其他條款均被排除在外。

## 9. RECEIPT CONTROL - COMPLAINTS / 收货控制 - 投诉

9.1 All PRODUCTS shall be examined upon delivery by the CUSTOMER in order to check their compliance with an ACCEPTED ORDER and the SPECIFICATIONS. For PRODUCTS delivered by the SUPPLIER under a SUPPLIER quality assurance the provisions of the relevant SUPPLIER quality assurance contracts apply.

所有產品應在交付時由客戶進行檢查，以便檢查產品是否符合已接受訂單和規格。對於供應商在供應商質量保證項下交付的產品，適用相關的供應商質量保證合同的規定。

9.2 The CUSTOMER shall, within 3 calendar days after discovery, but not later than 21 calendar days of the date of delivery of the PRODUCTS, inform the SUPPLIER in writing of any non-compliance or defects of the PRODUCTS apparent on a reasonable inspection (or that would have been apparent on a reasonable inspection had it been carried out), without prejudice to any claim against the carriers, in accordance with Article 9.5 below. Failing any notification of a claim within such 21 calendar day period, the CUSTOMER shall be considered as having accepted delivery and the SUPPLIER shall, subject to Article 9.3, no longer be liable (whether in contract, tort (including negligence), for breach of statutory duty, restitution or otherwise) with respect to the non-compliance of the delivered PRODUCTS.

如客戶發現產品存在在合理檢查下系屬明顯的任何不符合規定或瑕疵（或若進行合理檢查原本應明顯的不符合規定或瑕疵），客戶應在發現後的 3 个日历日内，但不晚于产品交付之日起 21 个日历日内，將其書面告知供應商，但不影響根據下文第 9.5 條規定針對承運人提出的任何權利主張。若在该 21 个日历日内未发出任何关于权利主张的通知，则客户应被视为已接受交付，且供应商根据第 9.3 条规定，不再就交付的产品不符合规定而承担责任（无论是基于合同、侵权（包括过失）、违反法定责任、恢复原状或其他）。

9.3 Subject to Article 9.4, in the event that delivered PRODUCTS prove non-compliant or defective for reasons that are not attributable to the CUSTOMER (or any third party acting on behalf of the CUSTOMER) and such non-compliances or defects could not have been apparent on reasonable inspection made in accordance with Article 9.1 ("HIDDEN DEFECTS"), the CUSTOMER shall immediately inform the SUPPLIER of its claims in that respect, at the latest within 3

business days following the discovery of the non-compliance or defects. Failing any claim within that 3 business day period, the SUPPLIER will no longer be held liable with respect to any non-compliance or defects of the delivered PRODUCTS that could not be observed upon such delivery.

受限于第 9.4 条, 如果已交付产品证明因不可归责于客户 (或代表客户行事的任何第三方) 的原因不符合规定或有瑕疵, 且该等不符合规定或瑕疵在根据第 9.1 条进行的合理检查下原本不明显 (“**隐蔽瑕疵**”), 客户应立即, 且最迟应于发现该等不符合或瑕疵后的 3 个工作日内, 告知供应商并就此提出的权利主张。若在该 3 个工作日内未提出任何权利主张, 供应商将不再对在该等交付时无法观察到的任何不符合规定或瑕疵承担任何责任。

The CUSTOMER agrees that, in respect of a HIDDEN DEFECT, the SUPPLIER shall have no liability to the CUSTOMER (whether in contract, tort (including negligence), for breach of statutory duty, restitution or otherwise), in respect of any claim relating to any non-compliance or defects of SUPPLIER'S PRODUCTS to the extent that such claim is brought after the expiry of the applicable WARRANTY PERIOD for the relevant PRODUCTS set out in Article 8.1. For the avoidance of doubt, the limitation period set out in this Article 9.4 shall in no way extend the 21 day limitation period set out in Article 9.2 in respect of non-compliance or defects which are not HIDDEN DEFECTS.

客户同意, 就**隐蔽瑕疵**而言, 对于在第 8.1 条所述的相关产品质保期届满之后提出的与供应商产品的任何不符合规定或瑕疵有关的任何权利主张, 供应商不对客户承担任何责任 (无论是基于合同、侵权 (包括过失)、违反法定责任、恢复原状或其他)。为避免疑义, 就并非**隐蔽瑕疵**的不符合规定或瑕疵而言, 本第 9.4 条所述的时效期限不得以任何方式延长第 9.2 条所述的 21 日时效期限。The CUSTOMER shall take all necessary measures as soon as it discovers a defect of PRODUCTS or non-compliance with the SPECIFICATIONS, including the possible immediate stoppage of its production, to limit any harmful consequences that such defect or non-compliance may have.

客户一旦发现产品存在瑕疵或不符合规格的情况, 应采取一切必要措施 (包括可能的立即停产), 以限制该等瑕疵或不符合规格可能产生的任何有害后果。

In case of any alleged non-compliance or defect of the PRODUCTS, the CUSTOMER shall provide to either the SUPPLIER's quality department or to the SUPPLIER's sales administration department, within 14 calendar days of its discovery, (i) complete and accurate details of the alleged non-compliance or defect (including by reference to the provisions of any quality agreements where applicable); (ii) all necessary information requested by the SUPPLIER, including traceability items, for the purposes of analyzing the origin of the defect or non-compliance; and (iii) samples of such defective or non-compliant PRODUCTS. The SUPPLIER shall, acting reasonably and in good faith, determine whether the samples are defective or non-compliant without undue delay. The CUSTOMER may not return any PRODUCTS (other than the relevant samples referred to above) to the SUPPLIER unless a defect or non-compliance is determined by the SUPPLIER. If the SUPPLIER determines that the samples are not defective or non-compliant then the SUPPLIER shall return the relevant PRODUCTS to the CUSTOMER and the CUSTOMER shall reimburse the SUPPLIER for any expenses incurred by the SUPPLIER in examining the allegedly defective PRODUCTS and returning them. The CUSTOMER shall not, unless agreed otherwise in writing beforehand by the SUPPLIER, be entitled to make or permit a third party to make any repair to the Product that the CUSTOMER deems non-compliant or defective.

如果产品存在任何声称的不符合规定或瑕疵, 客户应在其发现该等不符合规定或瑕疵后的 14 个工作日内, 将以下各项提供给供应商的质量部门或供应商的销售管理部门: (i) 声称的不符合规定或瑕疵的完整且准确的详情 (在适用情况下, 包括所参照的任何质量协议的规定); (ii) 供应商要求的所有必要信息, 包括跟踪项目, 以分析瑕疵或不符合规定的来源; 及(iii)该等有瑕疵或不符合规定的产品的样品。供应商应合理并善意地行事, 不得无故拖延对样品是否存在瑕疵或不符合规定的认定。除非供应商确定产品有瑕疵或不符合规定, 否则客户不得将任何产品 (除上述相关样品外) 退回供应商。如果供应商认定样品无瑕疵或非非不符合规定, 则供应商应将相关产品退回客户, 且客户应向供应商偿付供应商在检验声称有瑕疵的产品和退回产品的过程中产生的任何费用。除非供应商事先以书面形式另行同意, 客户无权自行修理或允许第三方修理客户认为不符合规定或有瑕疵的产品。

If the CUSTOMER and the SUPPLIER disagree on the existence, nature, extent or origin of a non-compliance or defect in relation to the PRODUCTS, an independent expert, chosen by the SUPPLIER, acting reasonably and in good faith, may be called upon to determine the root cause of any alleged defect. The findings of such expert shall be considered definitive and binding on both PARTIES. The cost of the analysis shall be borne by the PARTY to whom the defect or non-compliance of a PRODUCT is attributable or, by the CUSTOMER where no defect or non-compliance is present in a PRODUCT.

如果客户和供应商对于与产品相关的不符合规定或瑕疵的存在、性质、范围或来源有分歧, 则可要求由供应商选定的一名合理且善意行事的独立专家确定任何声称的瑕疵的根本原因。该专家的调查结果应被认为是最终的, 对双方均有约束力。分析费用应由导致产品出现瑕疵或不符合规定的一方承担, 或产品不存在瑕疵或不符合规定情况的, 由客户承担。

The CUSTOMER agrees that any variations or differences observed in the PRODUCTS from models, prototypes or mock-ups, drawings, brochures, websites and advertising, which are for guidance only, may not be considered as defects or non-compliance.

客户同意, 在产品中观察到的与仅供参考的型号、原型或模型、图纸、手册、网站和广告相比的任何变更或差异不得被视为瑕疵或不符合规定。

In the event of a delivery of PRODUCTS expressly acknowledged by the SUPPLIER in writing as non-compliant or defective and referring to this Article 9, the SUPPLIER shall rework or replace the PRODUCTS within newly agreed times for manufacturing and delivering the PRODUCTS. If the SUPPLIER is unwilling or unable to rework or replace the PRODUCTS, especially if there is an inappropriate delay caused by the SUPPLIER or if rework or replacement has failed, the CUSTOMER shall be entitled to rescind the ACCEPTED ORDER. A failure to rework or replace the PRODUCT shall only be deemed to have occurred after an attempt to rework or replace has been unsuccessful and, in such circumstances, the CUSTOMER's right to claim damages shall be subject to Article 10.

如果供应商以书面形式明确承认交付的产品不符合规定或有瑕疵, 供应商应参照本第 9 条规定在新约定的产品生产时间和交付时间内重新生产或更换产品。如果供应商不愿意或无法重新生产或更换产品, 特别是在供应导致不当延误、或重新生产或更换失败的情况下, 客户有权解除已接受订单。未能重新生产或更换产品应仅被视为在尝试重新生产或更换未获成功后发生, 且在该等情况下, 客户要求损害赔偿的权利应受限于第 10 条的规定。

The CUSTOMER shall make available to the SUPPLIER the defective PRODUCTS or shall return them after the SUPPLIER's prior authorization in good condition and in their original packaging to the extent possible. The SUPPLIER shall bear any transport costs in relation thereto, as well as any transport costs for the replaced or repaired PRODUCTS. 客户应向供应商提供瑕疵产品, 或在供应商事先授权后, 尽可能以良好的状态和其原始包装将瑕疵产品退回供应商。供应商应承担与此相关的任何运输费用, 以及经更换或修理产品的任何运输费用。

If the SUPPLIER provides prior written consent, the CUSTOMER shall destroy any defective PRODUCTS at the SUPPLIER's expense and in accordance with any applicable legal and regulatory requirements. In such circumstances, the CUSTOMER shall provide the SUPPLIER with a destruction certificate. 如果供应商作出事先书面同意, 客户应根据任何适用的法律和法规要求销毁任何瑕疵产品, 相关费用由供应商承担。在该等情况下, 客户应向供应商提供销毁证明。

The remedies set out in this Article 9 in respect of a PRODUCT's failure to comply with the warranty set out in Article 8.1, are the sole and exclusive remedies available to the CUSTOMER and the sole and exclusive liability of the SUPPLIER.

本第 9 条中列明的、与产品未能符合第 8.1 条中所述的保证相关的救济是客户可获得的唯一且独有的救济, 也是供应商应承担的唯一且独有的责任。

## 10. LIABILITY / 责任

The SUPPLIER shall be liable to the CUSTOMER for all direct losses arising out of or in connection with these GTS and an ACCEPTED ORDER save that, notwithstanding any other provision in these GTS, but subject to Article 10.2, the SUPPLIER shall have no liability to the CUSTOMER (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any (i) loss of components and manufacturing costs of finished, semi-finished or intermediate products of the CUSTOMER; or (ii) costs incurred by the CUSTOMER in procuring substitute products; or (iii) loss of revenue; loss of profit (whether direct or indirect); or (iv) loss of business; depletion of goodwill; loss of reputation; or (v) any third party claims against the CUSTOMER or any compensation or other payment made by the CUSTOMER to its Customers; or (vi) indirect or consequential loss.

对于因本一般条款和条件中已接受订单引起或与之相关的所有直接损失, 供应商应对客户承担责任, 但是尽管本一般条款和条件中有任何其他规定, 但受限于第 10.2 条, 对于(i)客户的成品、半成品或中间产品的部件和生产成本的损失; 或(ii)客户采购替代产品所发生的成本; 或(iii)收入损失; 利润损失 (无论是直接或间接损失); 或(iv)业务损失; 商誉损耗; 声誉损失; 或(v)针对客户提出的任

何第三方权利主张或客户向其自身的客户作出的任何补偿或其他付款; 或(vi)间接或衍生性损失, 供应商均不对客户承担任何责任 (无论是基于合同、侵权 (包括过失)、违反法定责任、恢复原状或其他)。

The SUPPLIER does not exclude its liability (if any) to the CUSTOMER for: (i) willful misconduct or gross negligence; (ii) damages arising out of death or personal injury caused by the SUPPLIER; (iii) fraud and/or fraudulent misrepresentation; (iv) any matter for which it would be illegal for the SUPPLIER to exclude or to attempt to exclude its liability.

供应商不排除就以下各项对客户承担的责任 (如有): (i)故意不当行为或重大过失; (ii)因供应商造成的死亡或人身伤害所引起的损害; (iii)欺诈和/或欺诈性虚假陈述; (iv)供应商若排除或试图排除其责任将会不合法的任何事项。

Notwithstanding any other provision in these GTS, but subject to Articles 10.1 and 10.2, and to the extent permitted by law for Article 10.2, the SUPPLIER's maximum aggregate liability to the CUSTOMER arising out of or in connection with these GTS and the ACCEPTED ORDER, whether in contract, tort, misrepresentation, under statute or otherwise, including by negligence (or the negligence of a person for whom the SUPPLIER is vicariously responsible) shall not exceed 150% of the sales price of the relevant batch of Products giving rise to the claim.

尽管本一般条款和条件中有任何其他规定, 但受限于第 10.1 条和第 10.2 条, 并且就第 10.2 条在法律允许的范围内, 因本一般条款和条件和已接受订单引起或与之相关而由供应商对客户承担的最高责任总额 (无论是基于合同、侵权、虚假陈述、根据成文法或其他, 包括因过失 (或供应商对其负有代位责任之人士的过失) 所致), 不应超过引起索赔的相关批次产品售价的 150%。

Each of the SUPPLIER's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in these GTS in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word SUPPLIER wherever it appears in those clauses.

供应商的每名员工、代理人 and 分包商可以该人士自身的名义, 为该人士自身的利益, 依赖和执行本一般条款和条件中的责任免除和责任限制, 如同“供应商”一词无论在该等条款的哪个位置出现, 其后均紧接“其员工、代理人和分包商”的表述。

## 11. FORCE MAJEURE / 不可抗力

In the event that the SUPPLIER is prevented from performing any of its obligations under an ACCEPTED ORDER and these GTS by an event which is outside its reasonable control including but not limited to product unavailability, carrier delays, delays due to fire, flood, storm, severe weather conditions, epidemics and/or pandemics, failure of power, labor disputes, acts of war, terrorism, embargos, shortages of supplies of raw materials or components or acts of any government or agency (a "FORCE MAJEURE EVENT"), the SUPPLIER shall not be liable for such failure to the CUSTOMER. Without prejudice to the foregoing, in such circumstances, the SUPPLIER may, at its discretion, cancel an ACCEPTED ORDER, suspend its execution, postpone the date of delivery or assign the ACCEPTED ORDER to another group company of the SUPPLIER. If a FORCE MAJEURE EVENT occurs which prevents the SUPPLIER from performing any of its obligations, the SUPPLIER shall inform the CUSTOMER without delay and seek a resolution with the CUSTOMER. In the event an ACCEPTED ORDER is suspended or the delivery date postponed, the CUSTOMER shall take all necessary measures to extend, at its expense, the validity of the means of payment while such ORDER is suspended and until delivery can be made.

如果因超出供应商合理控制范围的事件, 包括但不限于产品不可获得、承运人延误、因火灾、水灾、暴风雨、恶劣天气状况、疫情和/或流行病、停电、劳资纠纷、战争行为、恐怖主义、禁运、原材料或部件供应短缺或任何政府或机构的行为造成的延误 (“不可抗力事件”), 供应商无法履行其在已接受订单和本一般条款和条件项下的任何义务, 供应商就不就等未能履约对客户承担责任。在不影响前述约定的前提下, 在该等情况下, 供应商可自行酌定取消已接受订单、中止其执行、推迟交付日或将已接受订单转让给供应商的其他集团内公司。如果发生不可抗力事件使供应商无法履行其任何义务, 供应商应毫不延迟地告知客户并与客户寻求解决方案。如果已接受订单被中止或交付日被推迟, 客户应采取一切必要措施, 在该等订单中止期间自担费用延长付款方式的效力, 直至可以进行交付时止。

## 12. CONFIDENTIALITY / 保密

The CUSTOMER undertakes, for the duration of its business relationship with SUPPLIER and for 10 years thereafter ("TERM"), to keep confidential, not to use CONFIDENTIAL INFORMATION. However, any TRADE SECRETS shall remain confidential even after the TERM. Confidentiality obligations do not apply to CONFIDENTIAL INFORMATION that is in the public domain or has entered the public domain other than by the CUSTOMER's breach of confidentiality, that is lawfully received from third parties, or to the extent the CUSTOMER is compelled by the law or by governmental or judicial order.

客户承诺, 在其与供应商的业务关系存续期间及其后的 10 年 (“期限”) 内, 对保密信息保密, 且不使用保密信息。但是, 即使在期限届满后, 任何商业秘密仍应保密。保密义务不适用于非因客户违反保密义务而进入或已经进入公共领域的保密信息, 从第三方处合法获得的信息, 或法律或政府命令或法庭命令强制要求客户披露的保密信息。

CUSTOMER agrees that SUPPLIER will suffer irreparable harm in the event of a violation by CUSTOMER of its covenants under this clause 12, the monetary value of which is impossible to ascertain. Accordingly, in such event, SUPPLIER shall be entitled to remedies such as cessation of infringement, exclusion of hindrance, elimination of effects, rehabilitation of reputation, etc., without the necessity of posting a bond or other security. Notwithstanding the foregoing, CUSTOMER shall be fully liable to SUPPLIER for all damages, including lost profits, related to a breach of this clause 12.

客户同意, 如果客户违反其在本第 12 条项下的承诺, 供应商将遭受不可弥补的损害, 其货币价值无法确定。因此, 在该等情况下, 供应商有权获得停止侵害、排除妨碍、消除影响、恢复名誉等救济, 而无需交纳保证金或提供其他担保。尽管有前述约定, 对于与违反本第 12 条相关的所有损害 (包括利润损失), 客户应向供应商负全责。

The CUSTOMER shall not analyse, attempt to modify or reverse-engineer or otherwise seek to determine the structure of any PRODUCTS or any other APTAR technology.

客户不得分析、试图修改或反向工程或以其他方式寻求确定任何产品的结构或任何其他阿普塔技术。

## 13. INTELLECTUAL PROPERTY / 知识产权

The SUPPLIER does not transfer to the CUSTOMER any IPRs in connection with or attached to the PRODUCTS resulting from the supply, design and/or manufacturing of the PRODUCTS and/or any studies and analyses made by the SUPPLIER in regard to the design and manufacturing of PRODUCTS for a CUSTOMER (including but not limited to in relation to any customized technical specifications created for CUSTOMER, for the purposes of developing a new PRODUCT with respect to a research and development agreement, or for the purposes of improving the quality and the cost price of PRODUCTS) and all such IPRs in relation to the same shall remain the exclusive property of the SUPPLIER (or its licensors).

供应商不向客户转让因供应、设计和/或生产产品和/或供应商就为客户设计及生产产品而进行的任何研究及分析所产生的、与产品相关或附加于产品的任何知识产权 (包括但不限于为根据研发协议开发新产品之目的、或为提升产品的质量和改进成本价之目的而为客户创建的任何定制的技术规格相关的知识产权), 而且与之相关的所有该等知识产权应始终为供应商 (或其许可方) 的独占财产。The CUSTOMER shall indemnify the SUPPLIER for all losses, cost, demands, reasonable expenses (including legal expenses) in respect of any claims, proceedings or allegations that may be brought by third parties alleging an infringement or misappropriation of their rights (including IPRs or unfair competition) in relation to (i) the PRODUCTS manufactured by the SUPPLIER in accordance with the specifications or instructions given by the CUSTOMER or (ii) finished, semi-finished or intermediate PRODUCTS supplied by the CUSTOMER or on its behalf.

如就(i)供应商根据客户提供的规格或作出的指示生产的产品, 或(ii)由客户或其代表供应的成品、半成品或中间产品, 第三方提起任何索赔、诉讼或指控, 声称其权利 (包括知识产权或不公平竞争) 遭到侵害或侵占, 客户应赔偿供应商与之相关的所有损失、成本、要求、合理的费用 (包括法律费用)。

The CUSTOMER shall, at its own cost, execute such further documents, take such actions and do such things, as may be requested by the SUPPLIER to give full effect to Article 13.1.

客户应自行承担费用, 根据供应商为使第 13.1 条具有充分效力而提出的要求签署该等其他文件, 采取该等行动及从事该等事项。

## 14. DATA PROTECTION COMPLIANCE / 数据保护合规

Both PARTIES shall comply with all applicable requirements of the Regulation EU 2016/679 ("GDPR") and any applicable national legislation relating to the processing of personal data and data privacy (together with the GDPR "DATA PROTECTION LEGISLATION"). Any defined terms not defined in this clause have the meaning as defined in the GDPR.

The PARTIES acknowledge and agree that any PERSONAL DATA provided by one PARTY to the other shall be a transfer of PERSONAL DATA between DATA CONTROLLERS (although the PARTIES acknowledge and agree that they are DATA CONTROLLERS in common in respect of the PERSONAL DATA rather than "JOINT CONTROLLERS" (as such term is defined in the GDPR).

双方应遵守欧盟第 2016/67 号条例（“《通用数据保护条例》”）的所有适用要求，以及关于个人数据处理和数据隐私的任何适用的国家立法（与《通用数据保护条例》合称为“数据保护法律”）。本条中未定义的任何定义词具有《通用数据保护条例》中定义的含义。双方确认并同意，一方向另一方提供任何个人数据应属于数据管理人之间的个人数据转移（尽管双方确认并同意，就个人数据而言，他们是共同的数据管理人，而非“联合管理人”（定义见《通用数据保护条例》））。

#### 15. ANTI BRIBERY & ECONOMIC SANCTIONS / 反贿赂和经济制裁

15.1 The CUSTOMER shall undertake to comply with all applicable economic sanctions and export controls legislation. If, at any time, a legislation renders the performance of the SUPPLIER'S duties impossible or illegal, the SUPPLIER shall be entitled to cancel the ACCEPTED ORDER and terminate the relationship with the CUSTOMER without any liability for the SUPPLIER.

客户应承诺遵守所有适用的经济制裁和出口管制法律。如果在任何时候，某项法律使得供应商无法履行其义务或使得供应商履行其义务不合法，供应商有权取消已接受订单并终止与客户的关系，而无需承担任何责任。

15.2 The CUSTOMER shall (i) comply with the requirements of all applicable anti-bribery legislation both national and foreign, including the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act and the French "Loi Sapin II", and not make, promise, offer to make, accept or solicit any payment or transfer anything of value (directly or indirectly) to any (a) individual, (b) corporation, (c) association, (d) partnership, or (e) public body who, whether or not acting in its official capacity, is in a position to influence, secure, or retain any business and/or provide any financial or other advantage to itself or APTAR; (ii) maintain accurate books of account and records in relation to the ORDER and at APTAR'S request make them available for inspection.

客户应(i)遵守所有适用的国内和国外反贿赂法律（包括英国 2010 年《反贿赂法》、美国《反海外腐败法》和法国《萨宾第二法案》）的要求，不应（直接或间接地）向任何(a)个人、(b)公司、(c) 社团、(d)合伙企业或(e)（无论是否以其职务身份行事）能够影响、取得或保留任何业务和/或向客户或阿普塔提供任何财务或其他好处的公共机构付款、承诺付款、提议付款、接受付款或诱使付款或转让任何有价值；(ii)保存与订单相关的准确账簿和记录，并经阿普塔要求提供该等账簿和记录以供检查。

15.3 Breach by the CUSTOMER of the terms of this clause 15 will be deemed a material breach and APTAR may immediately terminate the ACCEPTED ORDER at any time with immediate effect.

客户违反本第 15 条的规定将被视为重大违约，阿普塔可在任何时候立即终止已接受订单，且终止即时生效。

#### 16. MISCELLANEOUS / 其他

16.1 These GTS and an ACCEPTED ORDER shall not create, nor shall it be construed as creating, any partnership or agency relationship between the PARTIES.

本一般条款和条件和已接受订单不应在双方之间建立亦不得被解释为建立任何合伙或代理关系。

16.2 Save as otherwise expressly provided in these GTS or an ACCEPTED ORDER, no provisions of these GTS or an ACCEPTED ORDER shall be enforceable by any third party.

除非本一般条款和条件或已接受订单另有明确规定，本一般条款和条件或已接受订单的任何规定均不应由任何第三方执行。

16.3 These GTS and an ACCEPTED ORDER (together with any documents referred to herein or therein and including, for the avoidance of doubt, the SPECIFICATIONS) contain the entire agreement and understanding of the PARTIES and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these GTS and any such document. The CUSTOMER acknowledges that it is entering into these GTS and any ACCEPTED ORDER without reliance on any undertaking, warranty or representation given by or on behalf of the SUPPLIER other than as expressly contained in these GTS and any ACCEPTED ORDER, provided that nothing in this Article shall limit or exclude the liability of the SUPPLIER for fraud or fraudulent misrepresentation.

本一般条款和条件和已接受订单（连同本一般条款和条件和已接受订单中提及的任何文件，且为避免疑义，包括规格）载明了双方就本一般条款和条件及任何该等文件的主题事项达成的完整协议和谅解，并取代此前就该等主题事项达成的所有口头和书面协议、谅解或安排。客户确认，除本一般条款和条件和任何已接受订单中明确载明的承诺、保证或陈述外，其在订立本一般条款和条件和任何已接受订单时并未依赖由供应商或供应商代表作出的任何承诺、保证或陈述，但本条的任何规定均不应限制或排除供应商因欺诈或欺诈性虚假陈述而承担的责任。

16.4 If APTAR reasonably determines that a change of circumstances occurs and that it is necessary or desirable to change the terms of an ACCEPTED ORDER, then APTAR shall notify CUSTOMER in respect of the same and the PARTIES shall in good faith seek to agree relevant variations to the ACCEPTED ORDER as soon as reasonably practicable and in any event within 10 calendar days of APTAR'S notice. APTAR'S obligations in respect of the relevant ACCEPTED ORDER shall be suspended whilst the PARTIES attempt to agree the variation. If the PARTIES cannot agree an amendment within the 10 calendar day period then APTAR shall, without liability, be entitled to immediately terminate the ACCEPTED ORDER.

如果经阿普塔合理判断发生情势变更情形而有必要或需要修改已接受订单的条款，则阿普塔应将其通知客户，双方应善意地寻求在合理可行的情况下尽快，且在任何情况下在阿普塔发出通知后的 10 个日历日内，就已接受订单的相关变更达成一致。在双方试图就变更达成一致期间，阿普塔就相关已接受订单承担的义务应中止履行。如果双方无法在 10 个日历日内就修订达成一致，则阿普塔有权立即终止已接受订单，而不负有任何责任。

16.5 Subject to clause 12 and notwithstanding any IPRs owned by CUSTOMER, the SUPPLIER may exhibit, mention or present in multimedia formats in the public domain, including but not limited to trade fairs, exhibitions or shows, and in any press release or advertising or commercial material, any of the CUSTOMER'S finished products incorporating the PRODUCTS provided by the SUPPLIER. Any such exhibition shall be for the purpose of the promotion of the SUPPLIER'S own PRODUCTS.

受限于第 12 条的规定，无论客户拥有何种知识产权，供应商仍可以多媒体形式在公共领域展示、提及或呈现包含供应商提供的产品的客户的任何成品，包括但不限于在贸易展览会、展览或展会上，以及在任何新闻稿或广告或商业材料中展示、提及或呈现。任何该等展览应为推广供应商自身的产品之目的而举办。

#### 17. APPLICABLE LAW – JURISDICTION / 适用法律 - 管辖权

17.1 The GTS, the ACCEPTED ORDER and all contracts entered into under them and the rights and obligations of the PARTIES (whether contractual or non-contractual) shall be governed by, and construed in accordance with, the laws of the People's Republic of China. The Vienna Convention of April 11th, 1980 on international sales of goods is hereby excluded.

一般条款和条件、已接受订单、在一般条款和条件和已接受订单项下订立的所有合同以及双方的（合同和非合同）权利和义务应受中华人民共和国法律管辖，并根据其解释。1980 年 4 月 11 日订立的关于国际货物销售的《维也纳公约》特此被排除在外。

17.2 The courts of the jurisdiction of the SUPPLIER'S registered office at the time of the SUPPLIER'S ORDER CONFIRMATION shall have exclusive jurisdiction in respect of any claim or matter arising under or in connection with the GTS, the ACCEPTED ORDER and all contracts entered into under them or the legal relationships (including any non-contractual obligations) established thereunder or in connection therewith.

供应商在发出供应商的订单确认书时的注册办公地的管辖法院，对在一般条款和条件、已接受订单、在一般条款和条件和已接受订单项下签订的所有合同项下发生或与之相关的任何权利主张或事项、或在其项下或与之相关而建立的法律关系（包括任何非合同义务）拥有专属管辖权。