



GENERAL TERMS AND CONDITIONS SUPPLY AND PURCHASE (2019) 供应与采购之通用条款和条件 (2019)

1 INTRODUCTION 序言

These General Terms and Conditions for Supply and Purchase (hereinafter referred to as the "Conditions") are used and will form the terms and conditions of any agreement between any company belonging to Wärtsilä group (hereinafter referred to as "Wärtsilä") and a seller (hereinafter referred to as the "Supplier") concerning supply and purchase of goods and/or services.

本供应与采购之通用条款和条件（以下简称为“本条款和条件”）适用于任何属于瓦锡兰集团(Wärtsilä Group)的公司（以下简称为“瓦锡兰”）与卖方（以下简称为“供应商”）之间进行的货物和/或服务之供应与采购，并将构成此等供应与采购的条款和条件。

2 DEFINITIONS 定义

2.1 "Agreement" shall mean the written supply and purchase agreement with appendices (1), if any, the Order (2), the Conditions (3) and the Supplier's acknowledgement of order and/or offer (4). In case of any discrepancies between the documents, the order of priority shall be as stated above, unless otherwise agreed in writing.

“合同”系指书面供应与采购协议及其附件（1）（如有）订单（2）本条款和条件（3）以及供应商对订单和/或要约之确认（4）。前述文件之间有任何不一致的，应当以前述优先顺序为准，除非另有书面约定。

2.2 "Delivery" shall mean the delivery of the Supply as agreed between the Supplier and Wärtsilä in accordance with Incoterms® 2010.

“交付”系指供应商与瓦锡兰之间根据《2010年国际贸易术语解释通则》约定的供应物交付。

2.3 "Confidential Information" shall mean any information or data or both, or the substance of this Agreement, whether communicated by or on behalf of either Party to the other Party, disclosed before, on or after the date of signature of this Agreement, including but not limited to, any kind of business, commercial or technical information and data in connection with the purpose of this Agreement except for information which is demonstrably non-confidential in nature. The information shall be Confidential Information irrespective of the medium in which that information or data is embedded and if the Confidential Information is disclosed orally, visually or otherwise. Confidential Information shall include any copies or abstracts made of it as well as any products, apparatus, modules, samples, prototypes or parts that may contain or reveal the Confidential Information.

“保密信息”是指在本合同订立日期之前，当天或之后，由任何一方向另一方披露的任何信息或资料或两者的结合，或本合同的内容，包括但不限于与本合同目的有关的任何种类的业务、商业或技术信息和资料（明显不具有保密性质的信息除外）。这种信息应为保密信息，而不论该信息或资料载于何种媒介之上，也不论该保密信息是通过口头、可视方式，还是其它途径披露的。保密信息应包括载有该信息内容的所有副本或摘要，以及任何可能包含或泄露保密信息的产品、仪器、模块、样品、原型或零部件。

2.4 "Intellectual Property Rights" shall include but not to be limited to the rights on inventions, patents, utility models, technical examples, trademarks, trade names, domain names, Specifications, designs and models as well as any applications thereof and copyrights and related rights, Confidential Information, know-how and trade secrets, and any other corresponding rights and related subject matter eligible for

protection under applicable jurisdictions as well as any right to apply for any of the foregoing; Intellectual Property Rights shall also include any improvements, enhancements and derivative works based on any pre-existing Intellectual Property Rights.

“知识产权”包括但不限于对于发明、专利、实用新型、技术模型、商标、商号、域名、规格、生产工具、设计和模型及其应用，著作权以及相关的权利、保密信息、专有技术、商业秘密，和在适用法域内的任何其他相应权利和应当予以保护的主体，以及申请前述事项的权利；知识产权还应当包括基于在先知识产权进行的任何改进、提高和派生工作。

2.5 "Order" shall mean the purchase order, request or call-off of Wärtsilä for the Delivery of the Supply pursuant to the Agreement.

“订单”系指根据合同做出的瓦锡兰的采购订单以及关于供应物交付的要求或取消。

2.6 "Specifications" shall mean the technical specifications, requirements, production methods, documentation, packing and marking instruction, additional directives, designs, relevant standards, software, models, tools, blueprints, instructions, additional data and/or drawings of the Supplier's entire scope of Supply set forth in the Agreement and/or in the Order.

“规格”系指合同和/或订单项下供应商所提供的供应物之全部范围内涵盖的技术规格、要求、生产方法、文件、包装及标志说明、附加指令、设计、相关标准、软件、模型、工具、蓝图、指导说明、额外数据和/或图纸。

2.7 "Sub-supplier" shall mean any company performing any part of the obligations of the Supplier under the Agreement.

“子供应商”系指履行了本合同项下供应商的任何部分的义务的公司。

2.8 "Supply" shall mean the goods, equipment, accessories, tools (including but not limited to any raw materials and components of any of the foregoing) and, designs, documentation, services, software, firmware, hardware and/or consultancy to be purchased by Wärtsilä and designed manufactured, tested, stored and/or delivered by the Supplier pursuant to the Agreement and the Order(s).

“供应物”系指根据合同和订单由瓦锡兰采购并由供应商设计、生产、测试、储存和/或交付的货物、设备、附件、工具（包括但不限于前述内容的原材料和部件）、设计、文件、服务、软件、固件、硬件和/或咨询服务。

2.9 "Technical Data" refers to all data relating to the technical operating parameters of any Supply delivered, including without limitation, all information gathered from sensors, instruments, monitors, or other industrial control or SCADA devices located at the Wärtsilä end-customer's site or on the Supply.

“技术数据”是指与所交付的供应物的技术运行参数有关的所有数据，包括但不限于从坐落于瓦锡兰最终用户所在地或者供应物之上的传感器、仪器、监视器或其他工业控制或 SCADA 设备所采集的所有信息。

2.10 All references to days shall mean calendar days not business days unless otherwise specified.

对日期的所有指称系指日历日，而非工作日。

3 TERMS OF DELIVERY AND PERFORMANCE OF THE AGREEMENT 交付及合同履行条款

3.1 Title to and ownership of the Supply shall pass to Wärtsilä in proportion to the payment by Wärtsilä and in full upon Delivery at the latest. The Supplier warrants and guarantees that legal title to and ownership of the Supply shall be free and clear of

- any and all liens, claims, security interests and/or other encumbrances when title and ownership pass to Wärtsilä. 供应物的所有权应当根据瓦锡兰的付款比例转移至瓦锡兰，最迟于交付时完全转移至瓦锡兰。供应商承诺并保证，对供应物的合法权利及所有权在被转移至瓦锡兰时不附有任何及所有留置权、请求权、担保权益和/或其他物上负担。
- 3.2 The Supplier shall perform its obligations in a professional and careful manner according to highest standards. The Parties emphasize the mutual understanding that the quality and timely Delivery are of utmost importance in the performance and execution of the Agreement. The Supplier shall give first priority to (i) quality, (ii) timely Delivery and (iii) co-operation with Wärtsilä for the purpose of fulfilling the obligations under the Agreement and the obligations of Wärtsilä towards the end-customer including but not limited to providing information and support related to the Supply as requested by Wärtsilä. 供应商应当按照最高标准，以专业和审慎的方式履行其义务。双方强调对质量和按时交付作为合同履行和实施之至关重要条件的共识。供应商应当最优先考虑：(i)质量；(ii)按时交付；以及(iii)为履行合同项下的义务及瓦锡兰对终端客户负有的义务之目的而与瓦锡兰合作，包括但不限于提供瓦锡兰所要求的与供应物相关的信息和支持。
- 3.3 The Supplier shall verify before confirming the Order that the Supplier has obtained all information necessary to determine that the Supply is fit for its purpose. The Supplier is aware that the Supply will be used as a part of or in connection with marine, power or propulsion applications or power generating systems that may operate under extreme load, hard climatic conditions and/or twenty-four (24) hours a day. 供应商应当在确认订单前核实，其已获得所有必要信息以决定供应物是适用于其目的的。供应商知晓供应物将被运用于需要在极端荷载、恶劣气候条件和/或每日二十四（24）小时情况下运行的海上、动力或推进装置的发动机的一部分或与此相关的用途。
- 3.4 The Supplier shall take good care of the Supply, Specifications, items, tools, moulds and materials provided by Wärtsilä and shall ensure that they are insured and kept in sound condition and stored properly. Unless otherwise agreed by Wärtsilä the Supplier shall not have the right to make any use of Specifications, items, tools, materials or know-how provided by Wärtsilä, other than for the purpose of fulfilling the Agreement. 供应商应当保管好供应物以及瓦锡兰所提供的规格、物品、工具、模型和资料，并确保前述物件受到保险保障、保持完好状态及被正确存放。除非瓦锡兰另行同意，供应商无权为除合同履行之目的外的任何目的使用瓦锡兰所提供的规格、物品、工具、资料或专有技术。
- 3.5 The Supplier shall with due diligence inspect the drawings and Specifications provided by Wärtsilä. The Supplier shall without delay notify Wärtsilä of any defect, discrepancy and inconsistency discovered therein. 供应商应当尽职尽责地审核由瓦锡兰提供的图纸和规格。供应商应当毫不迟延地就其中的任何缺陷、不符合及不一致之处通知瓦锡兰。
- 3.6 No failure or inability of Wärtsilä to inspect or test any part of the Supply, including drawings, information and samples, as well as any approval, consent or rejection by Wärtsilä, shall release the Supplier from its obligations and/or liability under the Agreement and/or law. 瓦锡兰未能或无法审核或测试供应物的任何部分，包括图纸、信息和样品，以及瓦锡兰的任何批准、同意或拒绝，不应当免除供应商在合同和/或法律项下的义务和/或责任。
- 3.7 Before the Delivery of the Supply, the Supplier shall duly inspect and/or test the Supply in order to verify its conformity with the Specifications and perform the additional requirements for testing and inspection set forth in the Specifications, the Order and/or requested by Wärtsilä. The costs of inspection(s) and test(s) are included in the price. 在供应物交付之前，供应商应当尽职尽责检测和/或测试供应物，核实其符合规格的要求，并执行规格中对于测试和检验的额外的要求。检验和测试的费用已包含在价格中。
- 3.8 Wärtsilä is not required to inspect the Supply upon Delivery. Instead, Wärtsilä must be able to rely on the quality management system of the Supplier which shall control the production process and shall assure that the Supply is in accordance with the Specifications and this Agreement. 瓦锡兰并未被要求在交付时检验供应物。换言之，瓦锡兰应当能够信任供应商的质量管理体系，该体系控制生产流程并且能够保证供应物符合规格和本合同的要求。
- 3.9 Wärtsilä shall be entitled on objective grounds to reject the Supplier's personnel performing the Order at the premises of Wärtsilä or the end-customer of Wärtsilä as the case may be. 瓦锡兰有权基于客观原因拒绝供应商的人员在瓦锡兰场所或瓦锡兰终端客户的场所（视具体情况而定）履行订单。
- 3.10 Wärtsilä shall be entitled to liquidated damages, without any need of further notice or judicial intervention, for delayed Delivery of an Order or any part of it, at the rate of three (3) percent of the price of the delayed Order per each commencing calendar day of delay with a maximum of twenty-one (21) percent of the price of the delayed Order. 在订单或其任何部分项下供应物被延迟交付的情况下，瓦锡兰无需进一步通知或通过司法干预而有权就每延迟一个日历日/周获得数额为订单中被延迟交付的项目之价格的百分之三（3%）的违约金，但此等违约金数额最多不超过订单中被延迟交付的项目之价格的百分之二十一（21%）。
- 3.11 Wärtsilä shall be entitled to liquidated damages, without any need of further notice or judicial intervention, for delayed Delivery of certificates, operating instructions and/or other documentation, at the rate of two (2) percent of the price of the delayed Order per each commencing calendar day of delay with a maximum of fourteen (14) percent of the price of the delayed Order. 在证书、使用说明和/或其他文件被延迟交付的情况下，瓦锡兰无需进一步通知或通过司法干预而有权就每延迟一个日历日获得数额为被延迟订单之价格的百分之二（2%）的违约金，但此等违约金数额最多不超过被延迟订单之价格的百分之十四（14%）。
- 3.12 In the event training is part of the Supply, the Supplier shall arrange and provide the training as agreed. The travelling costs for representatives of Wärtsilä shall be borne by Wärtsilä, whereas the costs of the training program and materials shall be borne by the Supplier. 若培训构成供应物的一部分，则供应商应当按照约定安排并提供培训。瓦锡兰代表的差旅费用应当由瓦锡兰承担，但培训课程及资料的费用应当由供应商承担。
- 3.13 In the event reimbursable travelling is included in the Supply, it shall be made using the most economical travelling arrangements. Such travelling expenses shall be charged at cost against supporting documents. 如果可报销的差旅是包含在供应物中的，应当采用最经济的方式安排差旅。该差旅费用应根据相关支持文件收取实际发生费用。
- 3.14 The Supplier shall provide Wärtsilä with all necessary information for customs declaration as applicable, including information on general origin of the Supply. Where applicable the Supplier shall issue a supplier's declaration or a long-term supplier's declaration for the Supplies having preferential or non-preferential origin status in accordance with European Union rules of origin governing the preferential trade. 供应商应当向瓦锡兰提供海关报关的所有必要信息（如适用），包括供应物原产地的信息。必要时，供应商应当签发一份供应商声明，在欧洲联盟内的供应商应当根据管辖优惠贸易的欧洲联盟原产地规则，对所有供应物签发关于产品具有优惠或非优惠原产地资格的长期声明。
- 3.15 The Supplier shall have a security management system which shall i) ensure and document the supply chain security processes, and ii) prevent unauthorized access to and tampering with the Supply, the premises, the cargo units, the goods in transit and the storages. The Supplier shall comply with the security instructions of Wärtsilä. 供应商应当具有管理体系，以 i) 保证并记录供应链安全流程，和 ii) 阻止未经授权进入或破坏供应物、场地、货物、流转或仓储中的货物。供应商应当遵守瓦锡兰的安全指示。
- 3.16 The Supplier warrants and undertakes to inform Wärtsilä promptly in writing of any event which in the reasonable

judgement of the Supplier may adversely affect the Supplier's ability to deliver, to perform in accordance with the Agreement and/or the suitability of the Supply for use.

供应商保证并承诺，如果发生了任何供应商经合理判断认为严重影响了供应商的交付能力、履行合同义务的能力和/或供应物适用于其目的的事件，供应商应当立即书面通知瓦锡兰。

- 3.17 The Supplier shall not change (and shall ensure that no Sub-supplier will change) the Supply, the Specification (including without limitation, the detailed design, components or materials), the production methods, or the production location without prior written consent of Wärtsilä.

在未事先取得瓦锡兰书面同意的情况下，供应商不得改变（并应当确保子供应商不改变）供应物、规格（包括但不限于详细的设计、零部件或材料）、生产方法、生产地点。

- 3.18 In case the Supplier or its Sub-supplier makes any change to the manufacturing methods, the place of manufacturing, the production process and/or the design owned by it pertaining to the product being part of the Supply, the Supplier shall communicate such changes to Wärtsilä without delay in order for Wärtsilä to be able to foresee any possible consequences. 如果供应商或其子供应商对于制造方法、制造地点、生产工艺和/或其所拥有的与供应物组成部分的产品相关的设计作任何变更，供应商应毫不延误地就该变化与瓦锡兰沟通从而使瓦锡兰能够预见任何可能的后果。

- 3.19 The Supplier agrees that the Technical Data shall belong to Wärtsilä, and shall be transmitted to Wärtsilä for purposes including, but not limited to, developing its products, solutions and services. Wärtsilä shall own all works, products, reports and improvements based upon, derived from, or incorporating Technical Data. Technical Data may be transferred (a) to the Wärtsilä affiliates and (b) to third parties who act for or on Wärtsilä's behalf for processing in accordance with the non-exclusive purpose(s) listed above or as may otherwise be lawfully processed. Wärtsilä's rights to use Technical Data shall survive the termination or expiration of this Agreement, any applicable warranty period and any other commercial contract between the Supplier and Wärtsilä.

供应商同意技术数据属于瓦锡兰所有，并应当送交给瓦锡兰，其目的包括但不限于瓦锡兰开发自身的产品、方案和服务。瓦锡兰应当对基于技术数据，从技术数据获得，或者包含有技术数据的所有成果、产品、报告和改进拥有所有权。技术数据可以转让给（a）瓦锡兰的关联公司，和（b）基于上述非独占目的而代理或者代表瓦锡兰对技术数据进行处理，或者进行其他合法处理的第三方。瓦锡兰使用技术数据的权利不受到本协议终止或者到期的限制，也不受到任何适用的保证期和其他瓦锡兰和供应商之间商业合同的限制。

- 3.20 The Supplier warrants that the Supplies, including its logic-bearing system components (e.g. hardware, firmware, and software hereafter referred to collectively as the "Critical Components") shall in no event contain any viruses, trojans, spyware or any other malware and it shall not manufacture, distribute or subject any of Wärtsilä information systems to the same. The Supplies shall be delivered with the latest authentic Supplier security patches. The Supplier agrees to provide summary documentation of all known vulnerabilities for the Critical Components, and agrees to deliver the relevant documentation with the recommended compensating mitigation workarounds for the Supply.

供应商保证供应物，包括其逻辑系统组件（比如：硬件、固件和软件，在此统称为“关键组件”）不得在任何情况下含有任何的病毒、木马、间谍软件或者其他恶意软件，且不得生产、传播或者造成任何瓦锡兰的信息系统产生上述问题。供应物应当伴随着供应商最新版的原装补丁而进行交付。供应商同意提供关键组件所有已知漏洞的摘要文件，并且同意提交针对供应物的推荐补偿缓解方案的相关文件。

- 3.21 The Supplier shall not, without the prior written consent of Wärtsilä, include any third party software, including open source software, in the Supply. At the request of Wärtsilä, the Supplier shall provide Wärtsilä with information on the third party software included in the Supply as instructed by Wärtsilä.

Supplier shall at all times comply with the license terms of any third party software used as part of the Supply.

供应商不得在未获得瓦锡兰书面同意的情况下，在供应物中加入任何第三方的软件，包括开源软件。就依照瓦锡兰指示在供应物中所含有的第三方软件，根据瓦锡兰的要求，供应商应当提供有关信息。供应商应当始终遵守供应物中所使用的任何第三方软件的许可条款。

4 WARRANTY 质量保证

- 4.1 The Supplier warrants and undertakes that the Supply is new, free from any defects and is in conformity with all requirements of the Agreement, the Specifications and the Order. Further the Supplier represents and warrants that it possesses the necessary professional skill, care, diligence, knowledge, experience and capability to execute and perform its obligations under the Agreement. The Supplier warrants and undertakes the sound professional and qualitative standard of the Supply. At the time of the Delivery the Supply shall conform to the Specifications, the highest technical standards and to the applicable laws and regulations. The Supply shall be fit for its purpose and for the special purpose of Wärtsilä in every respect.

供应商保证供应物是全新的，不含任何瑕疵并符合合同、规格及订单的所有要求。此外，供应商进一步陈述并保证，其拥有必要的专业技术、细致、勤勉与谨慎、知识、经验及能力以实施和履行其在合同项下的义务。供应商保证并承诺供应物具有完好的专业及质量标准。交付时供应物应当符合规格、最高技术标准以及适用法律和/或法规的规定。供应物应当在所有方面均具有适用性及适用于瓦锡兰的特定用途。

- 4.2 The Supplier shall within one (1) calendar day respond to Wärtsilä's request and within three (3) calendar days have qualified manpower available to repair or replace without any cost to Wärtsilä, at the premises of Wärtsilä, any of its suppliers or the end-customers as the case may be, any defect resulting from the improper quality or standard of the Supply, defective design, workmanship and/or material.

供应商应当于一（1）个日历日内回应瓦锡兰的要求，并于三（3）个日历日内安排合格的人员在瓦锡兰场所，瓦锡兰的任何供应商的场所，或瓦锡兰终端客户的场所（视具体情况而定）对由供应物的质量或标准不适当、有瑕疵的设计、工艺和/或材料引起的任何瑕疵进行修理或更换，而不向瓦锡兰收取任何费用。

- 4.3 Any defective part(s) shall be removed from and/or if necessary reinstalled to its current premises by the Supplier at the expense of the Supplier. The Supplier shall bear the costs and risk relating to the repair or replacement of the defective part(s), including but not limited to any manufacturing, transportation, dismantling and installation costs as well as any costs incurred by Wärtsilä. All dues, customs, import and export charges, direct and indirect taxes and any other official charges imposed on the Supply repaired, replaced or removed hereunder, shall be for the account of the Supplier.

任何有瑕疵的部分应当由供应商撤除和/或安装回其现有场所（如有必要），并由供应商承担相关费用。供应商应当承担所有与被更换和替换瑕疵部分供应物有关的费用和 risk，包括但不限于生产、运输、拆除和安装费用以及瓦锡兰产生的任何费用。对被修理、被更换或被撤除的供应物所征收的所有税款、关税、进口和/或出口费、直接和间接税以及任何其他官方收费应当由供应商负责承担。

- 4.4 The warranty period expires after twenty-four (24) months from the date the Supply has been taken into operation by the end-customer of Wärtsilä or thirty-six (36) months from the date of Delivery to Wärtsilä, whichever later occurs.

除非另有约定，质量保证期应当在自供应物由瓦锡兰的最终客户投入运行之日起二十四（24）个月期满时或自交付给瓦锡兰之日起三十六（36）个月期满时到期，前述两者以后发生的为准。

- 4.5 The warranty period for part(s) or the Supply, which has been repaired or replaced under the warranty, shall be twenty-four (24) months from the date the repaired or replaced part or the

repaired or replaced Supply has been taken into operation by the end-customer of Wärtsilä or thirty-six (36) months from the date of repair or the delivery of the replacement to Wärtsilä, whichever later occurs.

在质量保证项下经修理或更换的部分或供应物的保证期应当在自经修理或更换部分或供应物由瓦锡兰的客户投入运行之日起二十四 (24) 个月期满时或自交付给瓦锡兰之日起三十六 (36) 个月期满时到期, 前述两者以后发生的为准。

- 4.6 The warranty period for any Supply shall be extended if and to the extent the Supply cannot be used for its intended purpose by reason of a defect, damage or deficiency attributable to the Supplier.

若供应物因归咎于供应商的瑕疵、损坏或缺陷而无法被用于预期用途的, 此等供应物的质量保证期应当被相应延长。

5 PAYMENT TERMS 支付条款

- 5.1 Subject to the Supplier performing its obligations and subject to the receipt of the invoice and documents by Wärtsilä, Wärtsilä shall pay for the Supply within ninety (90) days from the receipt of the invoice and the documents. Payment for the Supply is subject to deduction or set-off of any claim related to this Agreement which Wärtsilä may have against the Supplier.

在供应商履行其义务及瓦锡兰收到帐单和文件的前提下, 瓦锡兰应当在自全部交付完毕及收到帐单和文件之月份的月底起九十 (90) 日内支付供应物的款项。对供应物的付款将根据瓦锡兰针对供应商可能存在的与合同相关的任何请求权而作相应的扣减或抵销。

- 5.2 All invoices and payments shall be in the currency stated in the Order/Agreement. All invoices shall refer to the Order number of Wärtsilä, item number in the Order and marking as to the description of the Supply (marks and numbers, number and kind of packages, gross and net weight, measurements, commodity codes, country of origin, information on eventual intercommunity Supply, the actual delivery address of the Supply). The Supplier shall separately specify the freight and insurance costs in the invoice, if any. In case Wärtsilä advises separately the Supplier shall deliver the invoices in electronic format.

所有帐单和付款应当以订单/合同中说明的货币支付。所有帐单应载明瓦锡兰的订单号、订单内的货号及描述供应物的标志 (标志和编号、包装号码和种类、毛重和净重、尺寸、产品编码、原产地、可能为欧盟内销售的供应物的信息、供应物的实际交付地址)。供应商应当在帐单中分开单独指明运费和保险费 (如有)。如果瓦锡兰另行通知, 供应商应当提供电子版的帐单。

- 5.3 If an undisputed payment or an instalment is delayed after the due date for reason attributable to Wärtsilä, Wärtsilä shall pay interest to the Supplier on the amount overdue at one (1) month Euro Interbank Offered Rate (Euribor) of the due date plus two percent (2%) per annum for each full calendar month the payment is overdue.

若由于瓦锡兰原因致使任何无争议的付款或分期付款到期未付, 则逾期每满一个日历月的, 瓦锡兰应当就到期未付金额向供应商支付按到期日欧元银行间拆放款利率 (Euribor) 上浮百分之二 (2%) 的年利率按月计算的利息。

6 PACKING, MARKING AND DOCUMENTS 包装、标志和文件

- 6.1 The Supplier shall furnish the packing material and adequately pack the Supply to withstand ordinary strain in transportation taking into account any instructions given by Wärtsilä and the nature of the goods and the method of handling and storage during transportation. Unpainted metallic surfaces of each component of the Supply shall be well protected against corrosion. The Supplier shall provide Wärtsilä and the freight forwarder of Wärtsilä details of the consignment, not later than seven (7) days prior to the Delivery. A container provided by the Supplier shall have the container safety certificate valid for one (1) year from the Delivery.

供应商应当提供包装材料, 并鉴于瓦锡兰的指示和货物性质及运输过程中的装卸和储存方式对供应物进行充分适当的包装以应对运输中的一般磨损。供应物各零部件未上漆的金属表面应受到很好的防腐保护。供应商应当不迟于交付前七 (7) 日向瓦

锡兰及瓦锡兰的货运代理人提供发货细节。供应商提供的集装箱应当具有自交付起为期一 (1) 年有效的集装箱安全证书。

- 6.2 The Delivery shall include a case or unit specific packing list, as applicable, containing details, such as marks, item number, Order number, packages, dimensions, gross and net weight or any other information required specifically in the Order.

每箱或每单元供应物应包含一份单独的特定装箱单并标有瓦锡兰的发货货物细节, 如标志、货号、订单号、包装、尺寸、毛重、净重或订单中要求的其他规格信息。

- 6.3 Upon Delivery the Supplier shall provide Wärtsilä with the invoice and the packing list, the Supply certificate, the classification documents and the measurement protocols in duplicate. The Supplier shall, upon Delivery, provide Wärtsilä with drawings, design documents, instruction manuals and maintenance instructions and spare part lists for the whole Supply. All information and documents shall be provided in the form required by Wärtsilä.

交付时, 供应商应当提供发票及装箱单、供应物证书、船级社文件, 以及测量报告 (一式二份)。交付时, 供应商应当向瓦锡兰提供图纸、设计文件、使用说明书和维修保养手册, 以及整体供应物的零部件清单。所有文件应当按瓦锡兰要求的格式提供。

- 6.4 All drawings, designs, Specifications, schedules, Order confirmations, dispatch notes and other documents between Wärtsilä and the Supplier concerning the Agreement shall be in the English language and in the metric system of weights and measures, unless otherwise agreed. The Supplier shall label the Supply 'WÄRTSILÄ®', unless otherwise agreed.

除非另有约定, 瓦锡兰和供应商之间与合同相关的所有图纸、设计、规格、计划表、订单确认、发运通知和其他文件均应以英文书写及采用公制 (米制) 计量单位。除非另有约定, 供应商应当在供应物上贴加“WÄRTSILÄ®”标签。

- 6.5 The Supplier shall be fully responsible for affixing all applicable warning labels, safety and operation instructions.

供应商应当承担贴加所有适用的警告标签、安全及操作须知的全部责任。

- 6.6 If the Supply shall be delivered directly to the customer of Wärtsilä or his freight forwarder, the Supplier shall:

(i) provide Wärtsilä a preliminary packing list of the consignment (marks, item and Order numbers, packages, dimensions, gross and net weight etc.) not later than fourteen (14) days prior to the Delivery, and

(ii) provide confirmed packing lists to Wärtsilä and the freight forwarder of Wärtsilä upon Delivery.

如果供应物直接向瓦锡兰的客户或其货运代理人交付, 供应商应当:

(i) 不迟于交付前十四 (14) 日向瓦锡兰提供交运货物的初步装箱单 (包含标志、货号、订单号、包装、尺寸、毛重、净重等); 和

(ii) 在交付时向瓦锡兰和瓦锡兰的货运代理人提供确定的装箱单。

7 VARIATION, SUSPENSION, CANCELLATION AND TERMINATION FOR DEFAULT 变更、中止、取消和违约解除

- 7.1 Wärtsilä has the right to issue a written variation, suspension or cancellation Order.

瓦锡兰可以书面形式签发变更、中止或取消订单。

- 7.2 Variation 变更

- 7.2.1 Wärtsilä has the right to order variations in the Supply. Variations may include, but are not limited to, increases or decreases in the quantity, changes in Specifications and execution of the Supply or any part thereof, as well as changes in the Delivery schedule.

瓦锡兰有权指示对供应物作出变更。变更可以包括但不限于增加或减少数量、改变规格及供应物或其任何部分的制作, 以及改变交付计划。

- 7.2.2 In case the variation has a substantial impact on the scope of the Supply, the Delivery schedule or price, the Supplier shall issue an estimate containing (i) a description of the variation of the Supply (ii) a detailed progress- and resource plan for the execution of the variation (iii) the calculations of the effects of the variation on the price and Delivery schedule, if any. When

Wärtsilä orders a variation the Supplier shall confirm the acceptance of the variation in writing within four (4) business days.

如果该变更对于供应物范围、交付计划货价格有重大影响，供应商应当提供包括下列内容的估计：（i）供应物变更描述（ii）变更实施的具体进度及资源计划（iii）变更对合同价格及交付计划的影响计算（如有）。在瓦锡兰指示变更情况下，供应商应当在四（4）个工作日内确认是否接受变更。

7.2.3 Unless otherwise agreed the Supplier may not proceed with the performance and execution of the variation without the Order and consent of Wärtsilä in respect of (i) - (iii) above.

除非另有约定，在瓦锡兰未就上款第（i）至（iii）项给予指示和同意情况下，供应商不得执行和实施变更。

7.3 Suspension 中止

7.3.1 Wärtsilä has the right to temporarily suspend an Order or any part thereof. Wärtsilä shall specify which part of the Supply shall be suspended, the effective date of the suspension, the expected date for resumption and the mobilization- and support functions which shall be maintained while the Supply is suspended, as applicable.

瓦锡兰有权暂时中止订单或其任何部分。瓦锡兰应当指明供应物的被中止部分、中止生效日期、预计恢复日期，以及在供应物被中止期间应持续的动用及支持功能（如适用）。

7.3.2 When a suspension exceeding fourteen (14) days is ordered by Wärtsilä, the Supplier shall without undue delay submit an estimate to Wärtsilä, which shall contain (i) a description of the effects on the personnel, the Delivery schedule, the equipment and the Sub-suppliers, and (ii) a detailed demobilization- and progress plan for safeguarding the Supply.

瓦锡兰指示的中止为超过十四（14）日的，供应商应当毫不延误地向瓦锡兰提交包括下列内容的评估：（i）对人员、交付计划、设备和子供应商影响的描述；以及（ii）为保护供应物而制定的具体的暂撤及进度计划。

7.4 Cancellation 取消

7.4.1 Wärtsilä has the right to cancel the Order at its sole discretion, with the consequence that the Supplier's obligation to perform the Supply shall immediately cease.

瓦锡兰有权自行决定取消订单，供应商的供货义务应当因此而立即终止。

7.4.2 Following such cancellation, the Parties shall negotiate and agree fair compensation of such Supplier's direct costs incurred prior and due to the cancellation which cannot be reasonably avoided. All Supplies paid by for by Wärtsilä shall become property of Wärtsilä.

订单取消后，双方应当协商并就供应商在取消前产生的以及因取消订单而不可避免的产生的直接损失进行公平赔偿达成一致。所有瓦锡兰已经付款的供应物属于瓦锡兰的财产。

7.5 Termination for Default 违约解除

7.5.1 Wärtsilä has the right to terminate for default of the Supplier the Agreement and/or any Order in whole or in part by sending a notice with immediate effect, without prejudice to any other provisions, rights or remedies under the Agreement or law, in the event that:

在下列情况下，瓦锡兰有权由于供应商违约而以书面通知的方式立即全部或部分解除合同和/或任何订单，且不影响合同或法律项下的任何条款、权利或救济：

(i) the Supplier commits a material breach of the Agreement and/or any Order and fails to remedy the same within thirty (30) days after having received written notice from Wärtsilä; or 供应商严重违反合同和/或任何订单，且未能在收到瓦锡兰发出的书面通知后三十（30）日内纠正；或

(ii) it is clear from the circumstances that there will occur a delay in Delivery, which under the Agreement would entitle Wärtsilä to maximum liquidated damages; or 情况表明将会发生交付延迟，并导致瓦锡兰适用最高额的延期交付违约金；或

(iii) the Supplier ceases or threatens to cease carrying on its business or becomes insolvent or enters into a composition with its creditors or goes into liquidation; or 供应商停止或威胁停止其业务经营、或变得无力偿债、或与其债权人订立和解安排或和解协议、或进入清算；或

(iv) the ownership and/or management of the Supplier is changed significantly.

供应商的所有权和/或管理层发生重大变更。

7.5.2 The Supplier has the right to terminate for default of Wärtsilä this Agreement by sending a notice in the event that Wärtsilä ceases or threatens to cease carrying on its business or becomes insolvent or enters into a composition with its creditors or goes into liquidation.

如果瓦锡兰停止或威胁停止其业务经营、或变得无力偿债、或与其债权人订立和解安排或和解协议、或进入清算，供应商有权由于瓦锡兰违约而以书面通知的方式立即全部或部分解除合同和/或任何订单。

7.5.3 Wärtsilä has the right to terminate for default an Order in whole or in part in the event that the Supplier commits a material breach with regard to a specific Order and fails to remedy the same within seven (7) days after having received a written notice. In the event of termination under this Article 7.5.3 Wärtsilä shall be entitled to appoint a third party to complete the terminated Order or to complete the terminated Order itself and the Supplier shall pay all costs incurred by Wärtsilä in completing the terminated Order.

供应商违反特定的订单且未能在收到书面通知后七（7）日内纠正的，瓦锡兰有权由于该违约而全部或部分解除订单。发生本 7.5.3 条下的解除时，瓦锡兰有权指定第三方完成被解除的订单，或自行完成被解除的订单，并且供应商应当支付瓦锡兰为完成该被解除的订单而产生的所有费用。

8 LIABILITY, INDEMNITY, SEVERABILITY, ETC. 责任、赔偿、可分性等

8.1 The Supplier shall be liable for and/or indemnify and compensate Wärtsilä for all damages caused by the Supplier or the Supply, including product liability and/or hidden defects, in respect of: (i) physical injury to or death of any person(s); and (ii) loss or damage to any property, whether real or personal, including the Supply.

供应商应当负责和/或补偿瓦锡兰并所有因供应商或供应物引起的损害，包括但不限于涉及：（i）造成任何人员人身伤害或死亡；和（ii）造成包括供应物在内的任何财产（无论不动产或动产）损失或损坏，包括产品责任和/或隐蔽瑕疵。

8.2 Neither Party shall be liable for any indirect or consequential damages and/or losses, such as loss of profit, loss of revenue and loss of time, under the Agreement, unless the Party has been guilty of gross negligence or wilful misconduct. This exclusion of liability does not apply to the following (to the extent any of them would be considered consequential damages and/or losses): the warranty obligations of the Supplier, the obligation of the Supplier to pay liquidated damages, the indemnification obligations of the Supplier pursuant to Articles 8.1 and 9.1, and/or consequences of infringement of Intellectual Property Rights of the Parties.

任何一方除犯有重大过失或故意错误行为外，均不对由于其履行合同项下的义务而引起的任何间接损害和/或损失，如利润损失，收入损失和时间损失等负责。此等责任排除在以下任何会被视为间接损害和/或损失的情形下不适用：合同项下供应商的质量保证义务、供应商支付违约金的义务、供应商根据第 8.1 条和第 9.1 条的赔偿义务和/或对双方知识产权的侵权。

8.3 The provisions of the Agreement are severable and if any provision is held to be invalid or unenforceable then such invalidity or unenforcement shall not affect the remaining provisions of the Agreement. The relevant provisions hereunder shall automatically be replaced by a valid provision that shall meet with the purpose hereof as close as possible.

合同条款具有可分性；任何条款被认定为无效或不可执行的，此等无效或不可执行不应影响合同的其他条款。相关条款将自动由一条最符合本合同主旨的有效条款代替。

8.4 The Supplier shall not be entitled to transfer or assign any of the rights and liabilities hereunder to any third party without the prior written consent of Wärtsilä.

未经瓦锡兰的事先书面同意，供应商不得转让或转移本合同项下的任何权利和责任给第三方。

8.5 In case of any termination of an agreement between Wärtsilä and its customer for the default of Wärtsilä, the Agreement shall

be assignable by Wärtsilä to the customer of Wärtsilä or to another entity selected to replace Wärtsilä for performance of the obligations of Wärtsilä. The Supplier hereby consents to any such assignment.

如果瓦锡兰和其客户之间因瓦锡兰违约而解除了合同，本合同应由瓦锡兰转让给该瓦锡兰的客户或转让给瓦锡兰选择的主体，替换瓦锡兰履行义务。供应商应当同意此等转让。

9 INTELLECTUAL PROPERTY RIGHTS AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION 知识产权和不披露保密信息

9.1 Indemnification obligation: 补偿义务

The Supplier shall indemnify, hold harmless and compensate Wärtsilä companies belonging to Wärtsilä group, system suppliers, directors, employees, representatives and customers from and against any claims, actions, damages, liabilities, losses, costs, suits and/or expenditures (including but not limited to attorney's fees and costs) incurred by Wärtsilä, its affiliates, any of its customers or Sub-suppliers arising out of, as a result of or in connection with a claim for infringement of Intellectual Property Rights of a third party by the manufacture, design, use, maintenance, service, support or sale of any Supplies.

供应商应当使属于瓦锡兰集团的瓦锡兰公司、系统供应商、董事、雇员、代表和客户避免因生产、设计、使用、维护、服务、支持或销售供应物，而遭受任何第三方就供应物侵犯专利或其他知识产权而对瓦锡兰提起的任何及所有主张、法律行动、损害赔偿、责任、损失、成本、诉讼和/或费用（包括但不限于律师费用和成本）的损失，并对此给予赔偿。

9.2 Non-disclosure of Confidential Information: 保密信息不披露

Any and all past, present and/or future information and/or data disclosed by Wärtsilä to the Supplier pursuant to the Agreement ("Confidential Information") is disclosed in confidence irrespective of the medium in which that information or data is embedded and if the Confidential Information is disclosed verbally, visually or otherwise.

由瓦锡兰根据合同披露给供应商的任何及所有过去、目前和/或未来的信息和/或数据（“保密信息”）应当予以保密，且不受承载此等信息或数据的媒介及保密信息是以口头、视觉或其他形式被披露的制约。

The Supplier shall: 供应商应当:

a) not disclose Confidential Information to anyone except to the Supplier's employees or Sub-suppliers who reasonably need to know the Confidential Information and are bound by confidentiality obligations;

不得向除合理需要知晓保密信息的供应商的雇员或子供应商之外的任何人披露保密信息;

b) not use Confidential Information except for the purpose of fulfilling this Agreement; and

不得为除合同履行之目的外的任何目的使用保密信息; 以及

c) keep the Confidential Information in confidence with the same degree of care as is used for the Supplier's own confidential information and at least with reasonable care. Within ninety (90) days of termination or expiration of this Agreement Wärtsilä may request the disposal of the Confidential Information. Disposal means execution of reasonable measures to return or destroy all copies including electronic data. Destruction shall be confirmed in writing. Disposal shall be effected within thirty (30) days of the request being made.

以供应商对自身拥有的保密信息所用的相同注意程度并至少以应有的职业谨慎，对保密信息予以保密。在瓦锡兰解除合同或合同到期终止后的九十（90）天内，瓦锡兰有权要求处置保密信息。处置表明采取合理的措施返还或销毁所有副本材料，包括电子数据。销毁应当以书面形式确认。处置应当一经要求后，在三十（30）天内予以执行。

9.3 Trademark and other markings: 商标

The Supplier shall honour and refrain from using or referring to the trademarks or trade names owned or generally used by Wärtsilä or any company belonging to Wärtsilä group in connection with the activities of the Supplier with third parties. Accordingly, the Supplier shall use Wärtsilä's proprietary

markings (including but not limited to WÄRTSILÄ® and LIPS® trademarks, logos, spare part numbers, material numbers, drawing numbers, IMO numbers and/or symbols/codes based on ECC200 standard, hereinafter collectively referred to as "Markings") as per Wärtsilä's instructions and exclusively on Supply. The Supplier shall not deliver to third parties products, packages and/or documentation bearing any such Markings without Wärtsilä's prior written consent. Furthermore, the Supplier is not allowed to use the name "Wärtsilä" in its reference list without the prior written consent of the authorized representative of Wärtsilä.

供应商应当尊重且不得为其与第三方之间的活动之相关目的使用或提及由瓦锡兰或任何属于 Wärtsilä 集团的公司所拥有的或通常使用的商标或商号。因此，供应商应根据瓦锡兰的指示并且专用于供应物使用瓦锡兰的专有标志（包括但不限于 WÄRTSILÄ®和 LIPS® 的商标、标识、备件编号、材料编号、图纸编号、IMO 编号和/或依据 ECC200 标准的符号/编码，在此，统称为“标志”）。在未取得瓦锡兰事先书面同意的情况下，供应商不得向第三方交付印有上述标志的产品、包装和/或文件。未经瓦锡兰授权代表的事先书面同意，供应商不得在其客户列表中使用“瓦锡兰”的名字。

9.4 The Supplier hereby acknowledges and agrees that any infringement of Article 9.3 or any of other obligations of the Supplier regarding Confidential Information or Intellectual Property Rights, shall be considered as a material breach of this Agreement. Any such breach will entitle Wärtsilä, without limiting any other legal remedy or claim for damages under Agreement or law, to liquidated damages of one million Euro (€1,000,000) per each individual infringement (e.g. each infringing product delivered by the Supplier on the market), and/or to terminate the Agreement with immediate effect. Such compensation shall be payable within four (4) weeks from the date Wärtsilä has informed in writing the Supplier of the breach and provided reasonable evidence thereof.

供应商认可并同意：供应商违反第 9.3 条或违反保密义务或知识产权方面的任何义务均视为重大违约行为，在不限制合同或法律赋予的任何其他救济外，对于每个单一的侵权（即供应商在市场上所交付的每个侵权产品）瓦锡兰将有权获得数额为一百万欧元(€ 1,000,000)的违约金，并且/或者瓦锡兰有权选择向供应商发出书面解除通知而立即解除合同，该赔偿应在瓦锡兰书面告知供应商该违约行为及提供合理证据后四（4）周内支付。

9.5 Wärtsilä shall maintain title and ownership of Specifications, items, tools and materials provided by Wärtsilä. The Supplier shall clearly mark and keep them separate from other drawings, items, tools and materials.

瓦锡兰保留对于瓦锡兰提供的规格、物品、工具和材料的所有权。供应商应当清晰标注并区别于其他图纸、物品、工具和材料进行单独保管。

9.6 The Supplier shall grant Wärtsilä a worldwide, non-exclusive, non-transferable, irrevocable, sub-licensable, perpetual royalty-free and fully paid-up license to the Supplier provided Specifications to the extent necessary for the utilization of the Supply.

供应商应当就供应商提供的规格给予瓦锡兰全球范围的、非排他的、不可转让的、不可撤销的、可分许可的、免收许可使用费的永久性且费用已支付完全的许可，使瓦锡兰有权在必要的范围内使用供应物。

10 FORCE MAJEURE 不可抗力

10.1 Neither party shall be considered in default under the Agreement due to the following circumstances beyond the control of a party: wars, civil riots, hostilities, public disorder, epidemics, currency and other restrictions imposed by governmental authority ("Force Majeure"). Force Majeure events shall not include non-performance of a Sub-supplier, shortage or lack of material or resources or shortage of transport.

任何一方因超出其控制范围的下列情形而不被视为合同项下的违约：战争、民众暴乱、敌对状态、社会动乱、流行病、政府部门施加的货币及其他限制（“不可抗力”）。不可抗力事件不

包括子供应商的不履约、原材料和/或资源短缺或不足，或交通运输短缺。

- 10.2 As soon as any performance under the Agreement is likely to be affected by an event of Force Majeure the affected party shall give written notice to the other party setting out all relevant details of the same. The affected party shall be released from the performance of its obligations under the Agreement to the extent and for the period of time the party can establish that the performance has been prevented by Force Majeure. An extension of the Delivery or payment schedule equal to the impact of the Force Majeure event in question will be granted. 一旦合同的履行很可能受不可抗力事件的影响，受影响的一方应当给予另一方书面通知，并在通知中阐明此等事件的所有相关细节。受影响的一方应当在该方能够证明履行受不可抗力阻碍的范围及期限内被免除履行其在合同项下的义务。交付计划或付款安排将会因为不可抗力事件的影响而给予相应时间的延长。

- 10.3 If requested by either party, the affected party shall discuss with the other party action to be taken to overcome the Force Majeure event and shall use its best reasonable endeavors to overcome such circumstances. If the performance of the Agreement and/or Order is prevented for more than two (2) months because of Force Majeure, either party may terminate the Agreement and/or the Order by a written notice to the other party. In case of termination the Parties shall decide a proper arrangement regarding the consequences of such termination, by way of repayment of money or otherwise, which shall be just and equitable under the circumstances.

经任何一方要求，受影响的一方应当与另一方讨论为克服不可抗力事件而采取的行动，并应当尽其全部合理努力克服此等情形。合同和/或订单的履行因不可抗力受阻为超过二（2）个月的，任何一方可以书面形式通知另一方而解除合同和/或订单。一旦因此解除，双方应当通过退还货款或其他方式，就解除的后果进行适当安排，该等安排应当在此情形下是正当和公平的。

11 COMPLIANCE 合规

- 11.1 The Supplier shall comply with all applicable laws and regulations and the requirements of good citizenship in each jurisdiction where the Supplier performs its activities. This includes, but is not restricted to, compliance with laws and regulations on competition, corporate governance, taxation, financial disclosure, employee rights, environmental protection, occupational health and safety and export control. Wärtsilä's Code of Conduct is incorporated to this Agreement by reference and is available at <http://www.wartsila.com/sustainability/our-approach/code-of-conduct>. The Supplier agrees to comply, and agrees to ensure that it affiliates, suppliers, subcontractors and other representatives shall comply, with the Wärtsilä Code of Conduct.

供应商应当遵守所有适用的法律和法规以及供应商开展活动所在的各管辖区域的良好公民资格要求，其中包括但不限于遵守关于竞争、公司监管、税收、财务披露、雇员权利、环境保护、职业健康与安全以及出口管制方面的法律和法规。瓦锡兰的行为准则应当作为本协议的组成部分以供参照，且可以在如下网址获得：<http://www.wartsila.com/sustainability/our-approach/code-of-conduct>。供应商同意遵守，并同意促使其关联公司、供应商、分包商和其他代表遵守，瓦锡兰的行为准则。

- 11.2 The Supplier shall be fully responsible for its liabilities as an employer. The Supplier shall have management approved occupational health and safety programs implemented, the aim of which is to create a hazard-free workplace for its employees. The Supplier shall have a valid safety plan, equipment and trained personnel for emergency situations.

供应商应当负责承担其作为雇主的全部责任。供应商应当实施经管理层批准的职业健康与安全计划，目的在于为其雇员创造无危害的工作场所。供应商应当备有应对紧急情况的有效的安全计划、设备和受过培训的人员。

- 11.3 The Supplier shall support and respect the protection of human rights, as defined in United Nation's Universal Declaration on

Human Rights (see <http://www.un.org/Overview/rights.html>). The Supplier shall promote freedom from discrimination based on race, ethnic or national origin, colour, gender, family status, sexual orientation, creed, disability, age or political beliefs or any other characteristics protected by law. The Supplier shall foster equal opportunity. The Supplier shall support basic labour rights as defined by the International Labour Organization (see www.ilo.org/ilolex/english/convdisp1.htm). In this respect the Supplier shall uphold the freedom of association and the effective recognition of the right to collective bargaining. In case these rights are restricted by local law, the Supplier shall offer its personnel alternative means to present their views. Wages paid for regular working hour and overtime hours shall meet at least the minimum required by the law. Illegal or unauthorized deductions from wages shall not be allowed. The Supplier shall not be engaged in any practice inconsistent with the laws and regulations prohibiting child labour. The Supplier shall not use any form of forced or compulsory labour. The Supplier shall provide necessary information to Wärtsilä in order for Wärtsilä to assess the Supplier's compliance with respect to Article 11 of these Conditions.

供应商应当尊重和维护《联合国世界人权宣言》中规定的国际公认的各项人权（参见：<http://www.un.org/Overview/rights.html>）。供应商应当促进工作机会平等，并在工作场所推动不受基于种族、国籍、性别、宗教和/或年龄等因素的歧视的自由。供应商应当支持国际劳工组织规定的基本劳动权利（参见：www.ilo.org/ilolex/english/convdisp1.htm）。为此，供应商应当维护结社自由，及切实承认劳资集体谈判的权利。在此等权利受地方法律限制的情况下，供应商应当向其员工提供发表意见的替代方法。对正常工作时间和加班时间支付的工资应当至少符合法律规定的最低要求。不允许非法或擅自扣减工资。供应商不得实施任何违反禁止使用童工的法律和法规的行为。供应商不得使用任何形式的强迫或强制性劳动。供应商应当向瓦锡兰提供必要信息，从而使瓦锡兰得以评估供应商对本条款和条件第 11 条的遵守情况。

- 11.4 With respect to environmental requirements and regulations, including but not limited to noise and emissions, the Supply shall conform to all applicable laws and regulations and the latest standard for similar products. Any modification, documentation, approval or procedure required by applicable laws and regulations shall be on the responsibility and cost of the Supplier. The Supplier shall certify and ensure that the Supply is not containing asbestos or any other hazardous material in any form in the basic material or in the components used in the Supply. The Supplier shall certify and ensure that the Supplier does not procure and the Supply is not containing tin, tantalum, tungsten or gold ("Conflict Minerals") originated in conflict-affected or high-risk areas.

在环保要求和管制方面（包括但不限于噪声和排放物），供应物应当符合所有适用的法律和法规以及同类产品的最新标准。适用法律和法规要求的任何修改、文件、批准或程序应当由供应商自行负责并自行承担费用。供应商应当证实并确保供应物不含石棉，并且在供应物所使用的基本材料或零部件中亦不包含任何形式的任何其他有害材料。供应商应当证明并确保供应商并未采购并且在受冲突影响或高风险的区域，供应物不含锡、钽、钨或金（“冲突矿物质”）。

- 11.5 Illicit Payments Prohibited 禁止非法付款

- 11.5.1 The Supplier acknowledges that it is expected to fully comply with all applicable laws prohibiting bribery, money laundering and extortion and also with the standards of conduct and spirit of the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions and the Commentaries thereon ("OECD Convention", see www.oecd.org/ under "Corruption") and the Rules of Conduct to Combat Extortion and Bribery of the International Chamber of Commerce ("ICC Rules" see www.iccwbo.org/ under "Anti-Corruption"), each of OECD Convention and ICC Rules being read and understood by the Supplier.

供应商确认，瓦锡兰希望其遵守所有关于禁止腐败、反洗钱和反勒索方面的适用法律、经济合作与发展组织的《禁止在国际

商业交易中贿赂外国公职人员公约》及注释（“《经合组织公约》”，参见 www.oecd.org/）的规定和实质，以及国际商会《打击国际商业交易中的勒索和贿赂的行为准则》（“《国际商会行为准则》”，参见 www.iccwbo.org/），供应商已经阅读并理解《经合组织公约》和《国际商会行为准则》。

11.5.2 The Supplier represents and warrants that it and its employees as well as consented assignees, Sub-suppliers and alike, if any, do not directly or indirectly, (i) promise, offer, pay, solicit or accept bribes or kickbacks of any kind (ii) utilize other techniques, such as subcontracts, purchase orders or consulting agreements to channel payments or other benefits to government officials, to employees of the other contracting Party, their relatives or business associates, with the intention to influence or induce the referred owner or employee to use his or her influence to assist the Supplier or Wärsilä in obtaining or retaining business or securing any improper advantage. The Supplier acknowledges that such activities may constitute a criminal violation of local laws and regulations punishable by substantial fines and/or imprisonment.

供应商陈述并保证，其及其雇员以及经认可的受让人、子供应商及类似人员（如有）不直接或间接地：（i）承诺、提供、支付、索取或接受贿赂或索任何形式的回扣；（ii）利用其他手段（例如分包合同、采购订单或咨询协议）向政府官员、合同另一方的雇员、其亲属或业务合作者输送款项或其他好处，目的在于影响或诱使此等所有权人或雇员利用其影响力协助供应商或瓦锡兰获得或维持业务或者牟取任何不正当的利益。供应商承认，此等活动可构成对地方法律和法规的刑事违法行为，并将被判处巨额罚金和/或监禁。

11.5.3 If the Supplier directly or indirectly offers, pays, solicits or accepts payment of any money or anything of value to any government, public or political party, official or an employee of a party involved in the Supply for the purpose of influencing the official or employee or an act or decision of such official or employee in the course of carrying out the Agreement, or is in breach of any of its representations and warranties in this Article 11, Wärsilä is entitled, without limiting any other legal remedy under the Agreement or law, to terminate the Agreement through a simple notice with an immediate effect.

若供应商直接或间接地向任何政府、公共机构或政党、公职人员或涉及供应物的一方的雇员提供、支付、索取或接受任何金钱报酬或任何有价馈赠，意图在合同履行过程中影响公职人员或雇员的行为或此等公职人员或雇员的决定，或供应商违反其在本第 11 条项下的任何陈述和保证，则瓦锡兰有权以简单通知形式立即解除合同。

11.6 Export Control Regulations 出口管制法规

The Supplier shall comply with all applicable export control laws and regulations. The Supplier shall obtain all required export licenses or agreements necessary to perform the Supplier's obligations under this Agreement, as applicable. The Supplier shall notify Wärsilä if any use, sale, import or export by Wärsilä of the Supplies to be delivered under this Agreement is restricted by any export control laws or regulations. When the Supplies are subject to export control the Supplier shall inform Wärsilä the Export Control Classification Numbers (ECCN) for the supplied items (articles, technology and software). The Supplier shall indemnify, hold harmless and, at the election of Wärsilä, defend Wärsilä from and against all losses, damages, liabilities and expense, including but not limited to reasonable attorneys' fees, arising from or related to any act or omission of the Supplier or Sub-suppliers at any tier in the performance of any of its obligations under this Article 11.6. The Supplier shall ensure that its Sub-suppliers (if any) shall comply with the requirements of Article 11.6.

供应商应当遵守所有适用的出口管制方面的法律法规。供应商应当取得所有必要的出口许可证或协议（如适用），以履行本合同项下供应商的义务。如果瓦锡兰对本合同项下将要交付的供应物的使用、销售、进口或出口受到任何出口管制法律或法规的限制，供应商应当通知瓦锡兰。如果供应商受到出口管制，其应当通知瓦锡兰供应物（物品、技术和软件）的出口管制分类代码（ECCN）。因供应商或其各级子供应商在履行本 11.6 条的义务时的任何行动或疏忽所造成的任何损失、损害、责任和花费，包括但不限于律师费用，供应商应当补偿瓦锡兰，使

瓦锡兰免受损害，并在瓦锡兰提出时，为瓦锡兰做辩护。供应商应当保证其子供应商（如有）遵守本条 11.6 条的要求。

17.7 The Supplier has the obligation to obtain all necessary explicit written consents from its employees in accordance with the Regulation (EU) 2016/679 (“GDPR”) and/or other applicable data protection legislation for the processing and transfer of the said employees' personal data outside EU/EEA. Further, the Supplier undertakes to store and maintain such consents as long as necessary for the fulfilment of the Supplier's contractual obligations towards Wärsilä. In addition, Wärsilä shall have the right to review such consents upon request. The Supplier shall indemnify, hold harmless and, at the election of Wärsilä, defend Wärsilä from and against all losses, damages, liabilities and expense, including but not limited to reasonable attorneys' fees, arising from or related to any act or omission of the Supplier or Sub-suppliers at any tier in the performance of any of its obligations under this Article. The Supplier shall ensure that its Sub-suppliers (if any) shall comply with the requirements of this Article.

供应商有义务根据 2016/679 的条例（欧盟）（“通用数据保护规范”）和/或其他在欧盟/欧洲经济区范围外对于员工的个人数据处理和转让所适用的数据保护法规的要求，从其员工处取得所有必要的明确的书面同意。此外，只要是供应商为完成对瓦锡兰的合同义务所必需，供应商应保证保存并维持该同意。瓦锡兰有权利一经要求对该同意进行审查。供应商应保护瓦锡兰，以及根据瓦锡兰的选择，为瓦锡兰辩护使瓦锡兰免遭因供应商或任何层次的子供应商履行本条款项下任何义务的行为或懈怠所引起或与此有关的损失、损害、责任和费用，包括但不限于合理的律师费并就此作出赔偿。供应商应确保其子供应商（如果有）应遵循本条款的要求。

12 APPLICABLE LAW AND ARBITRATION 适用法律和仲裁

12.1 The Agreement shall be governed by and interpreted in accordance with the laws of the country where Wärsilä (the purchasing entity) has its principal place of business.

合同应当受瓦锡兰（采购方）主要营业地所在国的法律管辖，并按此等法律予以解释。

12.2 All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) or more arbitrators appointed in accordance with the said Rules. The proceedings before the arbitral tribunal shall be governed by the Rules of Arbitration of the International Chamber of Commerce, and where these Rules are silent, by the laws of the country where Wärsilä (the purchasing entity) has its principal place of business. The arbitration proceedings shall be conducted in the English language and will take place in the capital of the country where Wärsilä (the purchasing entity) has its principal place of business.

由合同引起的或与合同相关的所有争议应当最终根据国际商会仲裁规则，由按该规则指定的一名或多名仲裁员仲裁解决；在此等规则未作规定的情况下，则参照瓦锡兰（采购方）主要营业地所在国的法律解决。仲裁程序应当以英语进行，仲裁地点为瓦锡兰（采购方）主要营业地所在国的首都。