



## DFS STANDARD MERCHANDISING TERMS & CONDITIONS[FOR PRC DOMESTIC PURCHASE]

### DFS 标准销售条款和条件[中国国内销售]

These standard merchandising terms and conditions apply to, and form part of, any Contract for the purchase of Deliverables (as defined below) by DFS.

本标准销售条款和条件适用于任何由 DFS 为采购可交付成果（定义见下文）所签合同，并构成该等合同的一部分。

<p><b>1. DEFINITIONS</b></p> <p>定义</p>	<table><tr><td data-bbox="440 541 662 976"><p><b>"Affiliate(s)"</b></p><p>"关联方"</p></td><td data-bbox="662 541 1481 976"><p>means a person, corporation, firm, limited liability company, partnership, or other business entity, which directly controls or is controlled by or is under common control with an entity and for the purpose of this definition, the term "control" shall mean ownership directly or indirectly, through one or more Affiliates of fifty percent (50%) or more of the shares entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby a person or entity controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity.</p><p>指就任何实体而言，直接控制该实体、受该实体控制或与该实体同受另一方控制的个人、法团、公司、有限责任公司、合伙企业或其他商业实体。为本定义之目的，“控制”一词指：就法团而言，直接或通过一个或多个关联方间接拥有就选举董事享有表决权的百分之五十（50%）或以上股份；就任何其他类型的法律实体而言，直接或通过一个或多个关联方间接拥有百分之五十（50%）或以上股权；就任何合伙企业而言，拥有普通合伙人地位；或任何其他个人或实体控制或有权控制一家公司或其他实体的董事会或同等管理机构的安排。</p></td></tr><tr><td data-bbox="440 976 662 1711"><p><b>"Confidential Information"</b></p><p>"保密信息"</p></td><td data-bbox="662 976 1481 1711"><p>means all information (in any form or medium) of a confidential nature whether or not marked as "Confidential", whether oral or written provided in the course of the Contract (whether on, before or after the effective date) by or on behalf of the disclosing Party and/or its Representatives to the receiving Party and/or its Representatives, including, but not limited to, customer data, business and marketing plans, organizational structure and financial information or other information that relates to the Contract (including the terms and existence of the Contract). Confidential Information shall not include information which:</p><p>指所有具有保密性质的信息（以任何形式或媒介），不论是否标记为“保密”；不论信息披露方和/或其代表向接收方和/或其代表在合同中提供的书面或口头信息（无论是在合同生效日当天、之前或之后）。保密信息包括但不限于客户数据、业务和营销计划、组织结构和财务信息或与本合同有关的其他信息（包括合同的条款和效力）。保密信息不包括以下信息：</p><p>a) has been placed in the public domain through no breach of the Contract by the receiving Party; 非因接受方违约而被置于公共领域的信息；</p><p>b) was lawfully in the possession of the receiving Party prior to its receipt from the disclosing Party pursuant to the Contract; or 根据合同，该信息在披露方收到之前已被接收方合法拥有；或</p><p>c) is independently developed by the receiving Party or its Representatives without reference to or use of the Confidential Information or violating any of the obligations in the Contract. 由接收方或其代表独立开发，而未参考或使用保密信息，也未违反本合同中的任何义务。</p></td></tr><tr><td data-bbox="440 1711 662 1822"><p><b>"Contract"</b></p><p>"合同"</p></td><td data-bbox="662 1711 1481 1822"><p>means any contractual undertaking (whether documented in writing or verbally communicated) as agreed upon by the Parties for the supply of Deliverables by Counterparty to DFS of which, may include without limitation, duly executed documents resembling the following:</p></td></tr></table>	<p><b>"Affiliate(s)"</b></p> <p>"关联方"</p>	<p>means a person, corporation, firm, limited liability company, partnership, or other business entity, which directly controls or is controlled by or is under common control with an entity and for the purpose of this definition, the term "control" shall mean ownership directly or indirectly, through one or more Affiliates of fifty percent (50%) or more of the shares entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby a person or entity controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity.</p> <p>指就任何实体而言，直接控制该实体、受该实体控制或与该实体同受另一方控制的个人、法团、公司、有限责任公司、合伙企业或其他商业实体。为本定义之目的，“控制”一词指：就法团而言，直接或通过一个或多个关联方间接拥有就选举董事享有表决权的百分之五十（50%）或以上股份；就任何其他类型的法律实体而言，直接或通过一个或多个关联方间接拥有百分之五十（50%）或以上股权；就任何合伙企业而言，拥有普通合伙人地位；或任何其他个人或实体控制或有权控制一家公司或其他实体的董事会或同等管理机构的安排。</p>	<p><b>"Confidential Information"</b></p> <p>"保密信息"</p>	<p>means all information (in any form or medium) of a confidential nature whether or not marked as "Confidential", whether oral or written provided in the course of the Contract (whether on, before or after the effective date) by or on behalf of the disclosing Party and/or its Representatives to the receiving Party and/or its Representatives, including, but not limited to, customer data, business and marketing plans, organizational structure and financial information or other information that relates to the Contract (including the terms and existence of the Contract). 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#### DFS Standard Merchandising Terms & Conditions [PRC – Domestic Counterparty]

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Updated [July 2023]

已更新 [2023 年 7 月]



指经由双方同意的，由相对方向 DFS 提供可交付成果的任何合同承诺（无论是书面形式还是口头形式），包括但不限于正式签署的类似以下的文件：

- a) DFS template contract;  
DFS 范本合同；
- b) Purchase orders and/or an equivalent;  
采购订单及/或同等文件；
- c) Statement of work documentation and/or an equivalent;  
工作说明书及/或同等文件；
- d) Requests for proposal; and/or  
需求建议书；及/或
- e) Binding letters of intent.  
具有约束力的意向书。

**"Counterparty"**  
**"相对方"**

means the party named under a Contract responsible for supplying the Deliverable.  
指合同下指定的负责提供可交付成果的一方。

**"Data Controller"**  
**"数据控制者"**

means the organization which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.  
指单独或与他人共同决定个人数据处理的目的和方法的组织。

**"Data Processor"**  
**"数据处理者"**

means the organization which processes Personal Data on behalf of the Data Controller.

指代表数据控制者处理个人资料的机构。

**"Data Protection Legislation"**  
**"数据保护立法"**

means all applicable laws, rules and regulatory requirements in relation to Personal Data protection and cybersecurity, including but not limited to the EU General Data Protection Regulation 2016/679 ("GDPR"), effective May 25, 2018, the China Personal Information Protection Law ("PIPL") effective November 1, 2021, and/or all applicable national laws.

指与个人信息保护和网络安全相关的所有适用法律、法规和监管要求，包括但不限于 2018 年 5 月 25 日生效的《欧盟数据保护条例 2016/679》（"GDPR"）、2021 年 11 月 1 日生效的《中国个人信息保护法》（"PIPL"）和/或所有适用的国家法律。

**"Deliverables"**  
**"可交付成果"**

means any Goods, Services and/or Works which Counterparty shall supply, produce, manufacture and/or design in favour of DFS under a Contract.

指合同下相对方应为 DFS 提供、生产、制造及/或设计的任何产品、服务及/或工作成果。

**"DFS"**  
**"DFS"**

means the DFS entity and/or its Affiliates (if any) named under a Contract.

指合同下列出的 DFS 实体和/或其关联方（如有）。

**"Effective Period"**  
**"有效期"**

means the period of time, as stated in a Contract, with which the Parties have agreed to be bound by that Contract and in the absence of which, shall be construed in accordance with terms of this SMTC.

指合同中列明的双方同意受该合同约束的期限；如合同中没有列明有效期，则应照本标准销售条款和条件中的规定进行解释。

**"Fees"**  
**"款项"**

means the fees payable by DFS to Counterparty for the Deliverable in accordance with the terms of a Contract.

指根据合同条款，DFS 应就可交付成果向相对方支付的款项。

**"Force Majeure Event"**  
**"不可抗力事件"**

means an act of God, act of civil or military authority, labour disputes, fire, riots, civil commotions, sabotage, war, embargo, blockage, boycotts, floods, epidemics, pandemics, reportable communicable and virulent disease, public health emergencies, governmental restrictions and any other event which is beyond the reasonable control of either Party.

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已更新 [2023 年 7 月]



	<p>指天灾、民事或军事权力行为、劳资纠纷、火灾、暴动、民众骚乱、蓄意破坏、战争、禁运、封锁、抵制、水灾、瘟疫、流行病、法定传染病和致命疾病、突发公共卫生事件、政府限制，以及超出任何一方合理控制范围的任何其他事件。</p> <p><b>"Good(s)"</b> <b>"产品"</b></p> <p>means any physical goods (which in the merchandising context includes retail merchandise, inventory, products, furniture, fixtures, etc.) purchased as a Deliverable by DFS under a Contract.</p> <p>指 DFS 根据合同购买的任何作为可交付成果的实体产品。</p> <p><b>"Intellectual Property"</b> <b>"知识产权"</b></p> <p>means any and all designs, design rights, trademarks, trade names, copyright, models, patents, databases, logos, distinctive designs, domain names or rights of any other nature capable of being deemed as intellectual property rights (whether registered or not).</p> <p>指在合同签订日之前由一方拥有的，并就该合同向另一方提供的，任何和所有设计、设计权、商标、商号、版权、模型、专利、数据库、标识、独特的设计、域名或任何其他性质的可被视为知识产权的权利（无论是否已注册）。</p> <p><b>"Party or Parties"</b> <b>"一方或双方"</b></p> <p>mean either DFS and/or Counterparty.</p> <p>指 DFS 及/或相对方。</p> <p><b>"Personal Data"</b> <b>"个人信息"</b></p> <p>means any information or data that is considered as personal data by the applicable Data Protection Legislation and specifically regulated as such.</p> <p>指被适用数据保护立法视为个人信息并特别加以规范的任何信息或数据。</p> <p><b>"Representatives"</b> <b>"代表"</b></p> <p>means, as to a Party, such of its Affiliates, directors, officers, employees, agents, advisors (including, without limitation, financial advisors, legal counsel and accountants), contractors, sub-contractors and controlling persons who has an interest, involvement and/or is concerned with the Contract and whose knowledge of the Confidential Information is necessary for these purposes.</p> <p>指对一方而言，其关联方、董事、高级管理人员、雇员、代理人、顾问（包括但不限于财务顾问、法律顾问和会计师）、承包商、分包商和与本合同有利害关系、涉及和/或有关，且为达到上述目的而必须知晓保密信息的人士。</p> <p><b>"Service(s)"</b> <b>"服务"</b></p> <p>means any service (other than the provision of Goods) purchased as a Deliverable by DFS under a Contract.</p> <p>指 DFS 根据合同采购的任何作为可交付成果的服务（而非提供产品）。</p> <p><b>"SMTC"</b> <b>"标准销售条款和条件"</b></p> <p>means these standard merchandising terms and conditions of which DFS reserves the right to update from time to time and enforce any such updates to the maximum extent permitted by applicable laws.</p> <p>指本标准销售条款和条件。DFS 保留随时更新本标准销售条款和条件，以及在适用法律允许的最大范围内执行任何此类更新的权利。</p> <p><b>"Work(s)"</b> <b>"工作成果"</b></p> <p>means any and all reports, recommendations, specifications, drawings, technical data, sketches and any information prepared or furnished as a Deliverable for DFS under a Contract.</p> <p>指 DFS 根据合同购买的任何和所有作为可交付成果的报告、建议、说明、图纸、技术数据、草图，以及相对方准备或提供的任何信息。</p>
<p><b>2. ENGAGEMENT OF COUNTERPARTY</b></p> <p><b>相对方的聘用</b></p>	<p>a) The provisions of this SMTC shall govern the respective rights and obligations of the Parties under a Contract.</p> <p>本标准销售条款和条件规定双方在合同下各自的权利和义务。</p> <p>b) Under no circumstances shall DFS be construed as agreeing to Counterparty:</p> <p>在任何情况下，DFS 均不应被解释为向相对方作出以下承诺：</p> <p>(i) to pay a minimum amount of fees;</p> <p>支付某最低金额的款项；</p> <p>(ii) to guarantee a minimum order quantity; and/or</p>

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已更新 [2023 年 7 月]



	<p>保证最低订销量；及/或</p> <p>(iii) to guarantee an engagement with the Counterparty for a minimum term.</p> <p>保证与相对方的最短合作期限。</p>
<p><b>3. TERM</b></p> <p><i>期限</i></p>	<p>a) Each Contract shall be binding upon the Parties during the Effective Period. 每一份合同在有效期内对双方具有约束力。</p> <p>b) Should a Contract be silent on the Effective Period, the Effective Period for that Contract: 如果合同对有效期没有规定，则该合同的有效期：</p> <p>(i) where Goods are being supplied, shall be deemed to be concluded upon the due delivery of such Deliverable; and 在相对方提供产品的情况下，应在可交付成果正式交付时视为有效期完结；及</p> <p>(ii) where Services are being supplied, shall remain effective for a term of 2 years commencing from the date of executing that Contract and/or upon the obligations therein being duly completed by Counterparty, whichever being the sooner event. 在相对方提供服务的情况下，合同有效期为自该合同签署之日起 2 年，及/或直至相对方妥善履行完毕合同义务时止（以较早发生者为准）。</p>
<p><b>4. FEES</b></p> <p><i>款项</i></p>	<p>a) In consideration of Counterparty supplying the Deliverables to DFS, DFS shall pay the Fees as prescribed under the relevant Contract. 作为相对方向 DFS 提供可交付成果的对价，DFS 应根据相关合同的约定支付款项。</p> <p>b) Specifically, where Goods are being supplied, the relevant Fees: 具体而言，在相对方提供产品的情况下，相关费用：</p> <p>(i) shall be stated in the Contract; 应当在合同中约定；</p> <p>(ii) unless expressly stated otherwise, shall be deemed to be inclusive of all applicable customs duties, packaging, marking, handling, freight and delivery, insurance and all other applicable costs and charges; 除非另有明确约定，否则应被视为包括所有适用的关税、包装、标记、装卸、运费和送货、保险以及所有其他适用的成本和费用；</p> <p>(iii) shall be fixed and shall not be subject to any variation unless otherwise agreed by the Parties in writing; and 应当是固定的，除非双方另有书面约定，否则不得以任何形式更改；且</p> <p>(iv) shall include all taxes except taxes which Counterparty is required by law to collect from DFS - such taxes, if any, shall be separately stated in Counterparty's invoice and paid by DFS subject to the availability of any exemptions. 应当包括除法律要求相对方 DFS 征收的税收以外的所有税收。如有此类税收，应当在相对方的发票中单独列明，并由 DFS 支付（可获得豁免的情况下除外）。</p> <p>c) DFS shall determine the retail price of the Goods in its absolute discretion. DFS 应当全权决定货物的零售价格。</p> <p>d) Counterparty shall promptly notify DFS in writing of any Fee reduction made with respect to the Goods covered by a Contract. Any Fee reduction announced after Counterparty's acceptance of a Contract but prior to DFS' payment shall be automatically applied to that Contract and invoiced and/or credited in the following invoice accordingly. DFS may also set off the amount of the credit against any payment due to Counterparty if so agreed between the Parties. 相对方应及时以书面形式通知 DFS 有关合同所涵盖货物的任何费用削减。在相对方接受合同后但在 DFS 付款之前宣布的任何费用削减应自动适用于该合同，并相应地开具发票和/或记入下列发票。经双方同意，DFS 也可以用应付给相对方的任何款项抵销信用证金额。</p>
<p><b>5. PAYMENT TERMS</b></p> <p><i>支付条款</i></p>	<p>a) Where Goods are being supplied, Counterparty shall invoice DFS for the Fees within the time period indicated in the relevant Contract issued by DFS. Where the laws of the PRC govern this Contract, the invoice referred to herein means the special VAT invoice as requested by DFS.</p>

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	<p>在相对方提供产品的情况下，相对方应当在由DFS签发的合同中的规定时间期限内向DFS开具发票。在中国法律管辖本合同的情况下，此处所指的发票是指DFS所要求的增值税专用发票。</p> <p>b) Where Services are being supplied, Counterparty shall invoice DFS for the Fees upon completing the Services. Where the laws of the PRC govern this Contract, the invoice referred to herein means the ordinary or special VAT invoice as requested by DFS. 在相对方提供服务的情况下，相对方应当在完成服务时就款项向DFS开具发票。在中国法律管辖本合同的情况下，此处所指的发票是指DFS所要求的增值税普通发票或增值税专用发票。</p> <p>c) Counterparty agrees that all invoiced amounts are final and are inclusive of any and all costs, fees and/or taxes as they may relate to the supply of Deliverables by Counterparty to DFS. 相对方同意，所有发票金额均为最终金额，且已包含相对方向DFS提供可交付成果相关的任何和所有成本、费用及/或税项。</p> <p>d) DFS shall pay all properly invoiced and undisputed amounts due to Counterparty within 60 days after month end of any such invoice. DFS应当在任何发票的开票月结束后的60日内，支付所有应当向相对方支付的已妥为开具发票且无争议的款项。</p> <p>e) Unless otherwise agreed by the Parties in writing, Counterparty shall submit all invoices to DFS' designated electronic platform as may be communicated to Counterparty as part of DFS' vendor onboarding. All invoices submitted to DFS must be compliant with DFS' policies relating to invoicing. 除非双方另有书面约定，相对方应当向DFS指定的电子平台提交所有发票，该平台可能作为相对方成为DFS供应商入库的一部分告知相对方。所有提交给DFS的发票必须符合DFS有关发票开发的政策。</p> <p>f) All payments hereunder shall be made in RMB unless otherwise agreed by the Parties in writing. 除非双方另有书面约定，本标准销售条款和条件下的所有款项均应以人民币支付。</p> <p>g) If DFS disputes an invoice, DFS shall issue a written notice to Counterparty, within 14 days from the date of receipt of the invoice, setting out (with reasonable detail) the items in dispute. The Parties shall discuss all such disputes expeditiously and in good faith with a view to resolving the dispute within 30 days from the date of the notice. Counterparty shall continue to perform its obligations under any ongoing Contract(s) notwithstanding any such dispute. 如果DFS对发票有异议，DFS应在付款到期日起十四（14）日内向相对方发出书面通知，说明争议项目（并提供合理详情）。双方应迅速且善意地讨论所有该等争议，以便在自书面通知日起三十（30）日内解决争议。尽管存在任何该等争议，相对方仍应继续履行其在任何正在进行的合同下的义务。</p> <p>h) Without prejudice to any other right or remedy available to DFS, DFS reserves the right of set-off with respect to any amounts owing to it by Counterparty against any amounts payable by DFS to Counterparty under any Contract which the Parties may have entered into including those which may have been entered into between the Counterparty and an Affiliate of DFS. 在不影响DFS享有的任何其他权利或救济的前提下，DFS保留将相对方在任何双方已签订的合同，以及相对方与DFS关联方已签订的合同下所欠付DFS的款项，用以抵销DFS应向相对方支付的任何款项之权利。</p>
<b>6. EXPENSES</b>  <i>费用</i>	<p>a) All expenses incurred by Counterparty for and/or in connection with its supply of the Deliverable to DFS, shall be borne solely by Counterparty unless otherwise agreed by the Parties in writing. 除非双方另有书面约定，相对方因向DFS提供可交付成果而产生的费用及/或与之相关的所有费用应由相对方自行承担。</p> <p>b) Where DFS agrees to reimburse Counterparty on such expenses, reimbursement of the same must be approved in writing by DFS in advance and supported by documentation to the reasonable satisfaction of DFS and submitted by no later than 14 days after end of the month in which they were incurred, or 30 days after the termination of the relevant Contract, whichever date being earlier. 如果DFS同意向相对方偿付该等费用，则该等费用的偿付须经DFS事先书面批准，并于该等费用产生当月结束后十四（14）天或相关合同终止后三十（30）天内（以较早的日期为准）向DFS提交令DFS合理满意的支持文件。</p>
<b>7. CONTRACT ACCEPTANCE</b>	<p>Even if no Contract is executed, Counterparty shall be deemed to have unconditionally accepted a Contract by providing DFS with conforming Deliverables in whole or in part.</p>

**DFS Standard Merchandising Terms & Conditions [PRC – Domestic Counterparty]**

**DFS 标准销售条款和条件 [中国 – 国内相对方]**

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合同的接受	即使未签署任何合同，若相对方向 DFS 提供了全部或部分符合要求的可交付成果，则应被视为相对方无条件接受了该等合同。
<b>8. COUNTERPARTY REPRESENTATIONS &amp; WARRANTIES</b>  相对方的陈述和保证	<p>Counterparty represents, warrants and undertakes that:</p> <p>相对方陈述、保证并承诺：</p> <p>a) it has the capacity, power and authority to enter into the Contract; 相对方有订立合同的民事权利能力和民事行为能力；</p> <p>b) it shall comply with all applicable international and/or domestic laws, regulations and legislations which may apply directly and/or indirectly to: 相对方应当遵守可能直接及/或间接适用于以下各项的所有适用的国际及/或国内法律、法规和立法：</p> <p>(i) the Counterparty in the course of carrying-on its business, and/or 相对方在经营业务的过程中，和/或</p> <p>(ii) the Deliverable; 可交付成果；</p> <p>c) it has obtained, and will maintain all licenses, permits, registrations, filings and qualifications required by any applicable laws, regulations, rules and other governmental policies to manufacture, sell and export the Goods or supply the Services as contemplated herein; 相对方已获得并会维持任何适用的法律、法规、规章和其他政策性文件所要求的所有牌照、许可证、注册、存档及资格，以制造、出售及出口产品或提供服务；</p> <p>d) it shall perform its obligations under a Contract with the necessary care, skill and diligence as expected upon them in Counterparty's profession and industry. 相对方应以其专业和行业所期望的必要的谨慎、技巧和努力履行其在任何合同下的义务；</p> <p>e) neither Counterparty nor any of its Affiliates or, to its knowledge, any director, officer, employee, or supplier(s) of Counterparty or any of its Affiliates is a person who (a) identified on any export denial or sanctions list, maintained by governmental bodies with jurisdiction over the Contract and/or activities connected to the Contract (collectively, "Government Entities"), or (b) is directly or indirectly owned or controlled by any person who is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by Government Entities; or (c) ships to, transships through, sells to, provides to, or otherwise transfer items pursuant to this Contract to, directly or indirectly, any country, company or individual that is prohibited by Government Entities, or (d) has been convicted by judicial institutions of any acts of corruption or influence peddling.</p> <p>相对方及其任何关联方，或据其所知，相对方及其任何关联方的任何董事、管理人员、员工或供应商均不是以下主体：（a）被列于由对任何合同及/或与该合同相关的活动有管辖权的政府机构（统称“政府实体”）或（b）由位于、组建或居住于作为政府实体制裁的目标国家或地区或其政府是政府实体制裁的目标国家或地区的任何人直接或间接拥有或控制；或（c）直接或间接地运往、转运、向政府实体禁止的任何国家、公司或个人，或向该等国家、公司或个人出售、提供或以其他方式转让本合同项下的权利和义务；或（d）曾因任何腐败或利用影响力斡旋受贿的行为被司法机关认定有罪。</p> <p>f) it shall promptly notify in writing DFS if the Counterparty or any of its Affiliates, or any of its, or to its knowledge, any of its Affiliates' directors, officers, employees, agents, or suppliers becomes directly or indirectly owned or controlled by any person who (a) identified on any export denial or sanctions list, maintained by governmental bodies with jurisdiction over the Contract and/or activities connected to the Contract (collectively, "Government Entities"), or (b) is directly or indirectly owned or controlled by any person who is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by Government Entities; or (c) ships to, transships through, sells to, provides to, or otherwise transfer items pursuant to this Contract to, directly or indirectly, any country, company or individual that is prohibited by Government Entities, or (d) has been convicted by judicial institutions of any acts of corruption or influence peddling.</p> <p>当相对方或其任何关联方，或据其所知，相对方及其任何关联方的任何董事、管理人员、员工、代理或供应商被以下主体直接或间接拥有或控制时，相对方应立即以书面通知 DFS：（a）被列于由对任何合同及/或与该合同相关的活动有管辖权的政府机构（统称“政府实体”）或（b）由位于、组建或居住于作为政府实体制裁的目标国家或地区或其政府是政府实体制裁的目标国家或地区的任何人直接或间接拥有或控制；或（c）直接或间接地运往、转运、向政府实体禁止的任何国家、公司或个人，或向该等国家、公</p>

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	<p>司或个人出售、提供或以其他方式转让本合同项下的权利和义务，或（d）曾因任何腐败或利用影响力旋转受贿的行为被司法机关认定有罪。</p> <p>g) For the purpose of this Section, person may refer to a natural person or a legal entity. 为本节之目的，“主体”可以指自然人或法律实体。</p>
<p><b>9. WARRANTIES ON DELIVERABLES</b></p> <p><i>对可交付成果的保证</i></p>	<p>a) Counterparty warrants that all Deliverables (where applicable): 相对方保证所有可交付成果（如适用）：</p> <p>(i) will be free from defect in design, material and workmanship and materials, including but not limited to defects potentially hazardous to life or property; 不存在设计、素材、工艺和材料方面的缺陷，包括但不限于对生命或财产具有潜在危险的缺陷；</p> <p>(ii) will be suitable and fit for the purposes intended whether express or reasonably implied; 适合并适用于明示的或合理暗示的预期目的；</p> <p>(iii) will comply with, and where required, be registered under, any applicable laws, regulations, codes, orders and ordinances; 遵守任何适用的法律、法规、准则、命令和条例，并在其下有对应要求时进行注册；</p> <p>(iv) will be in conformity with the drawings, specifications, samples or other descriptions applicable thereto; 与适用于该些可交付成果的图纸、规格、样品或其他可适用的描述一致；</p> <p>(v) will be free and clear of all liens, security interests or other encumbrances; 不附带任何留置权、担保权益或其他权利负担；</p> <p>(vi) will have accurate product labels detailing their ingredients and that fully comply with all labelling requirements under the applicable laws; 拥有详细说明其成分的产品标签，并完全符合适用法律下的所有标签要求；</p> <p>(vii) will have not less than 24 months left before their expiration date when delivered to DFS; 在交付给 DFS 时，距到期日不少于 24 个月；</p> <p>(viii) will not violate or infringe upon the Intellectual Property or other statutory requirements under applicable laws, nor violate the right of privacy of, nor constitute a libel against, any person or entity, provided that the above representation and warranty shall not apply to any violation, infringement or libel to the extent attributable to the materials provided Counterparty by DFS; 不违反或侵犯任何个人或实体的知识产权或其他现行法律法规的规定，也不会侵犯任何个人或实体的隐私权或构成对任何人或实体的诽谤，但上述陈述和保证不适用于可归咎于 DFS 提供的材料的任何违反、侵权或诽谤行为；</p> <p>(ix) will not be adulterated or misbranded, nor the packaging or any advertising or promotional material relating to such Deliverables will be in violation of any applicable laws, regulations, rules and other governmental policies; 不会掺假或贴错标签，与可交付成果有关的包装或任何广告或宣传材料也不会违反任何中国适用的法律、法规、规章或其他政策性文件；</p> <p>(x) will conform with all other requirements of the Contract; 符合合同的所有其他要求；</p> <p>(xi) where the Deliverable is a Service, that it will use due care in selecting, hiring, training and supervising its employees that will provide the Service to DFS and should DFS take the view that any such employee is or becomes unfit to carry-out his or her obligations, then Counterparty shall, upon request of DFS, remove such employee from the assignment under the Contract; and 在可交付成果为服务的情况下，相对方在选择、雇用、培训并监督将向 DFS 提供服务的员工时将尽到应有的谨慎，如果 DFS 认为该员工不适合或变得不适合履行其义务，则经 DFS 要求，相对方应解除该员工在合同下的工作；及</p> <p>(xii) where the Deliverable is a Service requiring Counterparty to place staff on site at DFS' premises, Counterparty will 1) observe all health and safety rules and regulations and any other security requirements that apply at any of DFS' premises; and 2) not do or omit to do anything which may</p>

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	<p>cause DFS to lose any licence, authority, consent or permission upon which DFS relies for the purposes of conducting its business.</p> <p>若可交付成果为要求相对方在 DFS 的场所内安排员工的服务，相对方将 1) 遵守适用于任何 DFS 场所的所有健康和安规则条例以及任何其他安全要求；及 2) 不做任何可能导致 DFS 丧失其开展业务所依赖的任何许可证、权威、同意或许可的事情。</p> <p>b) If a Deliverable fails to conform to the warranty requirements above, DFS may, in addition to any other remedies at law or in the relevant Contract, return such Deliverable to Counterparty, and/or reject such Deliverable, at Counterparty's all expenses, for correction, replacement or credit, as DFS may direct. 若可交付成果不符合上述保证要求，除法律或相关合同规定的任何其他救济外，DFS 还可以退回和/或拒收该等可交付成果，并指示相对方进行修正、更换或退款，全部费用由相对方承担。</p> <p>c) These warranties survive any delivery, inspection, acceptance or payment of or for the Deliverables by DFS. 本保证条款在 DFS 就可交付成果的交付、查验、接受或付款后持续有效。</p>
<p><b>10. GOODS SUPPLIED AS A DELIVERABLE</b></p> <p><i>作为可交付成果提供的产品</i></p>	<p>a) Delivery terms shall be as specified in a Contract and time of delivery shall be of the essence. The Goods shall be delivered on the date to the designated place as agreed by the Parties. Without prejudice to the rights and remedies that DFS may have, DFS is entitled to the liquidated damages as set out in Section 11(c) and termination right in Section 14 for the late delivery of Goods by Counterparty. 交付条款须如合同中所列明，交付时间至关重要。产品应在双方约定的时间和指定地点交付。在不损害 DFS 可能拥有的权利和补救措施的前提下，如果相对方延迟交付可交付成果，则 DFS 有权获得第 11 (c) 节规定的违约金及第 18 节规定的终止合同权利。</p> <p>b) Unless otherwise agreed by the Parties in writing, risk and title to Goods purchased by DFS from Counterparty passes to DFS upon DFS taking physical delivery of the same. 除非双方另有书面约定，DFS 从相对方购买的产品的风险和所有权在产品进行实物交割时转移至 DFS。</p> <p>c) All Goods shall be packed for shipment according to DFS' reasonable instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in an undamaged condition. 所有产品应根据 DFS 的合理指示包装发运；如无指示，则应以足以确保交付产品完好无损的方式包装发运。</p> <p>d) DFS has the right to inspect the Goods on or after taking delivery for a period of up to 30 days following the date of delivery. DFS may reject all or any portion of Goods if it determines that such Goods are nonconforming or defective. DFS 有权在交付产品之时或交付后最长不超过 30 天的期限内对产品进行检查。如果 DFS 认定该等产品的全部或任何部份不符合要求或有缺陷，DFS 可以拒收该等产品的全部或任何部分。</p> <p>e) If DFS rejects any portion of the Goods, DFS has the right, effective upon written notice to Counterparty, to: 如果 DFS 拒收产品的任何部分，DFS 有权在书面通知相对方后采取以下措施： (i) rescind the Goods delivered under the relevant Contract in its entirety; 完全撤销相关合同下交付的产品； (ii) accept the Goods at a reasonably reduced Fees; or 以合理降低的款项接受产品；或 (iii) reject the Goods and require replacement of the rejected Goods. 拒收产品并要求更换被拒收的产品。</p> <p>f) Counterparty shall not deliver substituted Goods unless otherwise agreed by DFS. 除非 DFS 另行同意，相对方不得交付替代产品。</p> <p>If DFS requires replacement of Goods which are nonconforming, or are required to be replaced by applicable laws and regulations, Counterparty shall, at its own expenses, promptly replace the nonconforming Goods and shall bear all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods.</p>



	<p>如果 DFS 要求更换不符合要求的产品,或依据适用的法律、法规需要更换的产品,相对方应立即更换该些不符合要求的产品并承担所有相关费用,包括但不限于退回有缺陷产品和交付替换产品的运费。</p> <p>If Counterparty fails to make a timely replacement of the defective Goods, DFS may replace them with goods from a third party and charge Counterparty the cost thereof and terminate the relevant Contract for cause pursuant to Section 18 below. Any inspection or other action by DFS under this Section shall not reduce or otherwise affect Counterparty's obligations under the relevant Contract, and DFS shall have the right to conduct further inspections after Counterparty has carried out its remedial actions.</p> <p>如果相对方未能及时更换有缺陷产品, DFS 可以以第三方的产品替代该些有缺陷产品,并向相对方收取相关费用,并根据下文第 18 节终止相关合同。DFS 根据本节所作的任何检查或其他行动不减少或以其他方式影响相对方在相关合同下的义务,并且 DFS 有权在相对方采取补救措施后进行进一步检查。</p> <p>g) If any Goods are determined by Counterparty, DFS or any governmental agency, consumer protection institution or court to contain a defect or a quality or performance deficiency, or not be in compliance with any standard or requirement so as to make it advisable or required by law or by any party concerned, that such Goods be returned, replaced, reworked or recalled, Counterparty and DFS shall take actions pursuant to this SMTC and shall undertake to promptly communicate with each other relevant facts and to develop and implement a mutually agreeable corrective action. Nothing contained in this section shall preclude DFS from taking any such action independently (at the expense of Counterparty) and as may be required of it under any such law or regulation. Counterparty shall pay all reasonable expenses associated with any such return, replacement, recall or rework unless otherwise agreed by the Parties in writing.</p> <p>如果任何产品被相对方、DFS 或任何政府机构、消费者保护机构或法院确定为存在瑕疵、质量或性能缺陷,或不符合任何标准或要求,以致于任何相关方依据法律建议或要求对该等产品进行退回、更换、返工或召回,相对方和 DFS 应根据本标准销售条款和条件采取行动,并应承诺及时相互沟通相关事实,并制定、实施双方达成一致的纠正措施。本节中的任何规定均不妨碍 DFS 独立地采取任何该等法律或法规下可能要求的任何该等行动(相关费用由相对方承担)。除非双方另有书面约定,相对方应支付与任何该等退回、更换、召回或返工相关的所有合理费用。</p>
<p><b>11. SERVICES SUPPLIED AS A DELIVERABLE</b></p> <p><i>作为可交付成果提供的服务</i></p>	<p>a) Where a Deliverable is a Service requiring Counterparty to place staff within DFS' and/or DFS designated premises:</p> <p>如果可交付成果为要求相对方在 DFS 和/或 DFS 指定的场所内安排员工的服务:</p> <p>(i) if, in the sole and reasonable opinion of DFS, such Service is being materially under-performed by said staff, DFS may request by way of written notice, the replacement or removal of the under-performing staff at the sole cost of Counterparty provided always that Counterparty shall have up to 30 days from the date of said notice, to remedy the under-performance;</p> <p>如果 DFS 单独且合理地认为该等员工的服务表现严重欠佳, DFS 可以书面通知的方式要求更换或撤回表现不佳的员工,相对方应在自收到通知之日起三十(30)日内对该等服务表现欠佳进行补救,相关费用由相对方自行承担;</p> <p>(ii) if Counterparty chooses to re-allocate a team member from the DFS team to another project, Counterparty will provide DFS with 30 days' prior written notice, with no more than 1 such re-allocation happening in any six months period, unless otherwise agreed by the Parties in writing; and</p> <p>如果相对方选择将一名团队成员从 DFS 团队重新分配至另一项目,则相对方应提前三十(30)天书面通知 DFS,且在任何六(6)个月期间内,该等重新分配的发生不得超过 1 次,除非双方另有书面约定;及</p> <p>(iii) Counterparty agrees to coordinate staff vacations by way of 30 days' notice in advance with DFS to minimize any negative impact such vacations may have on the delivery date and timing of the Services and the Deliverables and in no event shall its staff be permitted to take in excess of 3 vacation days (except with the expressed written consent of DFS) in one continuous period.</p> <p>相对方同意通过提前 30 天通知 DFS 的方式协调员工休假,以将该等休假对服务和可交付成果的交付日期和时间可能产生的任何不利影响降至最低,且在任何情况下,其员工不得连续休假超过三(3)天(但经 DFS 明确书面同意的情况除外)。</p> <p>b) Counterparty warrants the Works against defects in workmanship and materials for a period of twelve (12) months from the date that it is completed and accepted by DFS.</p> <p>相对方保证工作成果在完成并经 DFS 验收合格之日起十二(12)个月内不存在工艺和材料缺陷。</p> <p>c) Where a Contract requires Counterparty to deliver Deliverables based on certain pre-agreed delivery milestones:</p> <p>如果合同要求相对方根据预先约定的交付里程碑交付可交付成果:</p>



	<p>(i) Counterparty accepts that any delay will severely impact DFS' operations and in such case, DFS may require Counterparty to pay as liquidated damages (and not as a penalty) an amount which is agreed by the Parties in a Contract. Such liquidated damages are in lieu of all other damages arising from such delay.</p> <p>相对方同意，任何延迟都将严重影响 DFS 的运营。因此，DFS 有权要求相对方支付双方在合同中约定的违约金（而非罚金）。该等违约金代替因该等延迟而产生的所有其他损害赔偿。</p> <p>(ii) In the absence of pre-agreed terms on liquidated damages, any Deliverable not completed by the deliverable milestone shall be one percent (1%) of the price of the relevant Deliverable for each calendar day delay following the scheduled completion date of such Deliverable, but shall in no event exceed 10% of the total Fees payable by DFS to Counterparty under a Contract. Liquidated damages shall be assessed each calendar day until the date on which Counterparty completes such Deliverable, up to a maximum of thirty (30) calendar days. Counterparty may recoup the total amount of liquidated damages assessed against previous Deliverables if Counterparty accelerates progress towards future Deliverables (if any under the same Contract) and meets the final project completion date set out in that Contract. The Parties acknowledge and agree that such measure of liquidated damages is reasonable and proportionate to the possible disruption caused to DFS' business (including DFS' ability to retail the Deliverable or a product derived from a Deliverable) additional costs incurred by DFS, and other losses or damages suffered by DFS as a result of delayed delivery.</p> <p>如果不存在预先约定的违约金条款，则就在交付里程碑之前未完成的任何可交付成果，违约金应为该等可交付成果预定完成日之后，每延迟一（1）个公历日，计相关可交付成果价格的百分之一（1%）；但在任何情况下，违约金不得超过 DFS 在相关合同下应向相对方支付的款项总额的百分之十（10%）。违约金应按每个公历日计算，直至相对方完成该等可交付成果之日，最长不得超过三十（30）个公历日。如果相对方加快未来可交付成果（如果在同一合同下有）的进度，并在该合同规定的项目最终完工日期前完成交付，相对方可获得对先前可交付成果计收的违约金总额的补偿。双方承认并同意该等违约金措施是合理的，并且与 DFS 业务可能受到的干扰（包括 DFS 零售交付品或交付品衍生产品的能力）、DFS 产生的额外成本以及 DFS 因延迟交付而遭受的其他损失或损害相称。</p> <p>(iii) If, at the end of the 30-day period specified above, Counterparty has not met the schedule for completion of the Deliverable, then DFS, at no additional expense and at its option, may either</p> <p>如果在上述规定的三十（30）个公历日期限结束时，相对方未能完成可交付成果，则 DFS 在不承担任何额外费用的情况下，可选择：</p> <p>(iv) immediately terminate the Contract and claim for all damages; or</p> <p>立即终止合同并请求赔偿全部损失；或</p> <p>1) instruct Counterparty to continue with no decrease in effort until the Deliverable is completed in accordance with the Contract and accepted by DFS or until DFS terminates the Contract.</p> <p>要求相对方继续尽全力履行合同，直至根据合同完成可交付成果并经 DFS 验收合格，或直至 DFS 终止合同。</p> <p>(iv) DFS shall have a right to set-off the amount equivalent to the liquidated damages against invoices issued by Counterparty under the Contract.</p> <p>DFS 有权将相对方根据合同开具的发票的相关款项与违约金金额抵销。</p> <p>(v) To the extent that the delays to the Deliverable were solely and directly caused by DFS, no liquidated damages shall be levied on Counterparty.</p> <p>如果延迟交付可交付成果是由 DFS 造成的，则不应向相对方收取违约金。</p>
<p><b>12. STOCK</b></p> <p><b>退货</b></p>	<p>a) Counterparty shall:</p> <p>相对方应当：</p> <p>(i) accept returns of Goods, on an Ex-Works (EXW) basis (Incoterms 2010), which are:</p> <p>在以下情形中，以工厂交货（代号 EXW）为基础（《2010 年国际贸易术语解释通则》）接受退货：</p> <p>1) returned by DFS' customers pursuant to DFS' customer return policy (if any) but have since been discontinued;</p> <p>由 DFS 的客户根据 DFS 客户退货政策（如有）退货，但已被中断；</p>

**DFS Standard Merchandising Terms & Conditions [PRC – Domestic Counterparty]**

**DFS 标准销售条款和条件 [中国 – 国内相对方]**

Updated [July 2023]

已更新 [2023 年 7 月]



	<p>2) damaged (upon arrival of the Goods at the point of delivery); 被损坏（货物到达交货地点时）；</p> <p>3) non-compliant with applicable legal and regulatory requirements; and/or 不符合相关法律法规要求；和/或</p> <p>4) expired or has less than 6 months' shelf-life at the time of DFS' request; and 在 DFS 要求时已过期或已不足 6 个月的保质期；以及</p> <p>5) Other scenarios that both parties have agreed on accepting returns of Goods on an Ex-Works (EXW) basis (Incoterms 2010). 双方经协商确认以工厂交货（代号 EXW）为基础（《2010 年国际贸易术语解释通则》）接受退货条件的其他情形。</p> <p>(ii) provide 1) Return Authorizations for discontinued, damaged, or non-compliant Goods or for customer returns and 2) the coordination and payment of shipping of these Goods if they are not Destroy in Field ("DIF"). In case of DIF, Counterparty shall have to pay the costs of destruction. 提供 1) 对停产、损坏或不符合规定的产品或客户退货的退货授权；2) 如果这些货物没有在现场被销毁（“DIF”），则协调和支付这些货产品的运输费用。如果在现场销毁，相对方应当支付销毁费用。</p> <p>b) Upon agreement between the Parties concerning stock returns, the Counterparty is responsible for organizing the return of the Goods and paying any costs associated with this return within thirty (30) days. Should the Counterparty not comply with this provision, DFS will destroy the Goods at the Counterparty's expense. 在双方就产品退货达成协议后，相对方有责任在三十（30）天内组织产品的退货并支付与退货有关的任何费用。若相对方未遵守此规定，DFS 将销毁产品，费用由相对方承担。</p>
<p><b>13. GOODS RECALL</b>  产品召回</p>	<p>a) This Section shall apply in any of the following scenarios where a Goods recall is required: 本条适用于需要进行产品召回的下列情形:</p> <p>(i) where required by the relevant supervising authorities; and/or 有关监管部门要求的;和/或</p> <p>(ii) the Counterparty has initiated a voluntary recall. 相对方已发起自愿召回</p> <p>b) Where this Section applies, the Counterparty shall promptly issue a written notice specifying the Good(s) affected by the recall and the reasons for such recall ("Goods Recall Notice") to DFS. 在本条适用的情况下，相对方应当立即向 DFS 发出书面通知，说明受召回影响的产品及其召回原因（“货物召回通知”）</p> <p>c) Upon receipt of the Goods Recall Notice, DFS will promptly remove the affected Goods from its point of sales and the Parties will co-operate to manage the return of the affected Goods to the Counterparty. 在收到货物召回通知后，DFS 将立即把受影响的产品从其销售点下架，双方将合作把受影响的产品退回相对方。</p> <p>d) The Counterparty acknowledges and agrees that it shall issue a credit note to DFS for the value of the affected Goods and bear all costs of the Goods recall. 相对方承认并同意其应当就受影响产品的价值向 DFS 出具信贷通知单，并承担产品召回的所有费用。</p> <p>e) the Counterparty shall be initiated to recall the Goods and to notify the provincial administration of market regulation within two (2) Business Days under the following scenarios: 在以下情形下，相对方应当主动发起产品召回，并应当自发现之日起二个工作日内向所在地省级市场监督管理部门报告：</p> <p>(i) the Goods have caused or may cause death, serious physical injury or significant property loss; or 已经造成或者可能造成死亡、严重人身伤害、重大财产损失的；</p>



	<p>(ii) the Goods are recalled outside the People's Republic of China.</p> <p>在中华人民共和国境外实施召回的。</p>
<p><b>14. ANCILLARY SUPPORT</b> 辅助支持</p>	<p>To support DFS' retailing of the Goods, DFS may require, and the Counterparty may agree to provide, either directly and/or indirectly (by way of funding) and without limitation, manpower, marketing, store development and/or supply-chain related resources ("ancillary support services"). Where such ancillary support services involve Counterparty providing funding to DFS, the Parties acknowledge and agree that it would be in their respective interests to have this funding arrangement documented. In this connection, the Parties shall negotiate and execute any such agreement expeditiously and in good faith. In the absence of any formal written agreement to this effect, DFS shall be entitled to invoice Counterparty regularly on the proportionate amount of funding which DFS had taken up for and on behalf Counterparty. Any such invoices issued shall be payable by Counterparty within 45 days of the date of the invoice.</p> <p>为支持 DFS 的产品零售, DFS 要求相对方以直接和/或间接提供人力、营销、门店开发和/或供应链相关资源(“辅助支持服务”)。若此类辅助支持服务涉及相对方向 DFS 提供资金,双方认可并同意将出于各自的利益把该等资金记录在案。在这方面,双方应尽快并本着诚意进行协商并执行上述任何协议。双方没有达成任何正式书面协议的,DFS 有权就其代表相对方承担的相应比例的资金定期为相对方开具发票。上述发票应在发票开出之日起 45 天内由相对方支付。</p>
<p><b>15. INTELLECTUAL PROPERTY</b> 知识产权</p>	<p><u>Goods supplied as a Deliverable:</u></p> <p>作为可交付成果提供的产品:</p> <p>a) Subject to Section 15.b), the Intellectual Property owned by a Party prior to the effective date of a Contract and made available to the other Party under such Contract shall remain the sole property of such Party or their licensors as applicable. 根据第15条b款的规定,在合同生效日期前,一方授权他方根据合同约定使用其拥有的知识产权的,应当保留对该等知识产权(或视情况而定,其许可人)的所有权。</p> <p>b) Section 15.a) shall not apply where title to that Intellectual Property is intended to pass to such other Party or that such other Party is to be granted a license or right to use that Intellectual Property post termination of such Contract. 第15条a款不适用于知识产权的所有权旨在转让给该另一方或该另一方在合同终止后将被授予使用该知识产权的许可或权利的情况。</p> <p>c) Neither Party shall use or permit the use or allow others to use any Intellectual Property belonging to the other Party or any of the other Party's Affiliates for any purpose whatsoever, without the express prior written approval of the Party which owns such Intellectual Property. 任何一方均不得为任何目的使用或允许他人使用属于另一方或其关联方的任何知识产权,除非该知识产权的所有权方事先明确书面批准。</p> <p>d) Unless otherwise agreed, Counterparty grants to DFS and its Affiliates a non-exclusive, perpetual, sublicensable, assignable, worldwide, royalty-free licence to reproduce, distribute, display, perform and otherwise use and exploit such Intellectual Property, to the extent required to receive the full benefit of such Contract. 除非另有约定,相对方向DFS及其关联公司授予非独占的、永久的、可分许可的、可转让的、全球范围内的、免版税的许可,以复制、分发、展示、表演和以其他方式使用和开发该等知识产权,以获得该等合同的全部利益。</p> <p><u>For all Deliverables (including both Goods and Services supplied to DFS):</u></p> <p>对于所有可交付成果(包括向DFS的产品和服务)</p> <p>e) Subject to Section 15.f) and i), all Intellectual Property created by a Party during the term of a Contract shall vest unconditionally and immediately upon its creation with that Party. 根据第 15 条 f 款和 i 款的规定,一方在合同期间创造的所有知识产权应当立即无条件地归该方所有。</p> <p>f) DFS may, from time to time, request the Counterparty to create/develop new Intellectual Property as a product or as part of a Contract, in which case the Counterparty: DFS 可以随时要求相对方创建/开发新的知识产权作为产品或作为合同的一部分,在该情况下相对方:</p> <p>(i) acknowledges and agrees that all new Intellectual Property is created at the request, and for the benefit of DFS (on a commissioned / work-for-hire basis), and that DFS owns that Intellectual Property and hereby assigns all rights, title, and interest in and to such Intellectual Property to DFS; and</p>



	<p>承认并同意所有新的知识产权均应 DFS 的请求并为 DFS 的利益而创造（以委托/雇佣为基础）。DFS 拥有该知识产权，相对方在此向 DFS 转让该知识产权的所有权利、所有权和利益；且</p> <p>(ii) shall do everything necessary or requested by DFS to enable it to own the new Intellectual Property, including formally assigning/procuring the assignment of all rights in the new Intellectual Property.</p> <p>应采取一些必要或 DFS 所要求的措施使其能够拥有该新知识产权，包括正式转让/获得新知识产权中的所有权利。</p> <p><b><u>Services supplied as a Deliverable:</u></b></p> <p>作为可交付成果提供的服务：</p> <p>g) Unless otherwise agreed by the Parties in writing, each Party acknowledges and agrees that it has no right, title or interest in or to the Intellectual Property nor to any goodwill of the other Party and agrees not to use the other Party's Intellectual Property for reasons other than in accordance with the terms of the Contract, or as may be expressly authorized by the other Party in writing, and shall not claim or acquire any right, title or interest of any kind therein or to any identical or confusingly similar rights by virtue of a Contract and/or its operations thereunder.</p> <p>除非双方另有书面约定，双方确认并同意其对知识产权或与另一方有关的任何商誉不享有任何权利、权属或权益，并同意不因除根据本合同条款或经书面明确授权以外的原因，使用彼此各方的知识产权，且不得因合同及/或其在合同下的运营而主张或取得其中任何种类的任何权利、权属或权益，或任何相同或容易引起混淆的类似权利。</p> <p>h) Where Counterparty, in the course of supplying a Deliverable, is required to make use of its own Intellectual Property to which the Parties have expressly agreed to not form part of the Works, Counterparty undertakes that:</p> <p>如果相对方在交付可交付成果的过程中被要求使用双方明确同意不构成工作成果一部分的自有知识产权，则该相对方承诺：</p> <p>(i) it is the sole and unencumbered owner of any such Intellectual Property and that none of its Intellectual Property nor the use thereof as contemplated under a Contract infringes the Intellectual Property of any third party;</p> <p>相对方是任何该等知识产权的唯一且无负有任何产权负担的所有人，其知识产权以及合同下拟议的对该等知识产权的使用均不侵犯任何第三方的知识产权；</p> <p>(ii) it shall have given to DFS a perpetual, transferable, non-exclusive, royalty-free, sublicensable, assignable, worldwide license to use such Intellectual Property in accordance with the terms of the Contract; and</p> <p>相对方应授予 DFS 一项永久的、可转让的、非独占的、免版税的许可，根据合同的条款使用该等知识产权；且</p> <p>(iii) it shall indemnify and keep DFS and its employees, Affiliates and agents harmless from and against any liabilities, damages, losses, costs, expenses, proceedings, suits or other consequences arising from any allegation or claim that a third party's Intellectual Property or other right has been infringed by Counterparty's Intellectual Property and/or any part or use thereof under a Contract.</p> <p>对于任何声称或主张第三方的知识产权或其他权利因相对方知识产权及/或该知识产权的任何部份及/或任何根据合同对该等知识产权的使用而受到侵犯，因而产生的任何责任、损害、损失、费用、支出、法律程序、诉讼或其他后果，相对方应向 DFS 及其员工、关联方和代理人作出弥偿，并使其免受损害。</p> <p>i) Where a Deliverable is a Service requiring Counterparty to produce certain Works:</p> <p>如果可交付成果为要求相对方产出某些工作成果的服务：</p> <p>(i) Counterparty acknowledges and agrees that the Intellectual Property in such Works shall vest unconditionally and immediately upon creation with DFS and constitute the sole property of DFS (unless otherwise agreed in writing by the Parties) and hereby assigns, transfers, and conveys all rights, title, and interest in and to such Works and such Intellectual Property to DFS;</p> <p>相对方确认并同意，该等工作成果中的知识产权应在创作后立即无条件地归 DFS 所有，并构成 DFS 的独有财产（除非双方另有书面约定），并在此将该等作品及其知识产权中的所有权利、所有权和利益分配、转让并转移给 DFS；</p> <p>(ii) If and to the extent that any Work is not automatically vested in DFS pursuant to Section 15.i)(i), Counterparty shall promptly assign and transfer to DFS all rights, title and interest in and to the Works,</p>
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**DFS Standard Merchandising Terms & Conditions [PRC – Domestic Counterparty]**

**DFS 标准销售条款和条件 [中国 – 国内相对方]**

Updated [July 2023]

已更新 [2023 年 7 月]



	<p>including all copyright, trademark and other Intellectual Property relating to the Works, in all countries of the world, for any use, whether known or hereafter devised and to the maximum extent permitted by applicable law, waives, and agrees not to assert, moral rights in the Works; and</p> <p>根据第 15 节 i 款 i 项, 若在某种程度上任何工作成果没有自动归 DFS 所有, 相对方应当及时向 DFS 分配并转让该工作成果的所有权利、权属和利益, 包括所有版权、商标和其他与工作成果相关的, 在世界任何各地用于任何用途的, 无论是已知的还是以后发明的所有知识产权, 并在适用法律允许的最大范围内, 放弃并同意不主张工作成果中的精神权利; 及</p> <p>(iii) upon DFS's request, Counterparty shall sign and deliver to DFS any documents or instruments relating to the Works to evidence or confirm such assignment and transfer to and ownership by DFS.</p> <p>经 DFS 要求, 相对方应签署并向 DFS 交付与工作成果相关的任何文件或文书, 以证明或确认向 DFS 进行的该等所有权的出让及转让。</p>
<b>16. DATA PROTECTION</b> 数据保护	<p>a) Counterparty agrees that to the extent Counterparty collects, stores, has access to, and/or processes Personal Data, Counterparty shall: (i) at all times comply with Data Protection Legislation; (ii) process Personal Data as transferred by DFS or collected on behalf of DFS only for the purposes of performing its obligations under the Contract, and not transfer, share or grant access to, by any means or media, Personal Data of any kind to or with any third party without prior authorization from DFS; and (iii) use its best endeavors to protect the confidentiality and security of Personal Data, and such measures shall be in compliance with Data Protection Legislation and industry best practices.</p> <p>相对方同意, 就其收集、存储、访问和/或处理个人数据的程度而言, 相对方应当: (i) 在任何时候遵守数据保护法律; (ii) 仅为履行其在本合同项下的义务的目的, 处理由 DFS 转移或代表 DFS 收集的个人信息, 不得未经 DFS 事先授权, 通过任何方式或媒体向任何第三方转让、共享或授予访问任何类型的个人信息的权限; (iii) 尽最大努力保护个人数据的机密性和安全性, 且该等措施应符合数据保护立法和行业最佳实践。</p> <p>b) For Personal Data transferred by Counterparty to DFS, Counterparty warrants to DFS that it has all necessary rights to provide the Personal Data to DFS for the processing to be performed in relation to the Contract and agrees that it shall be responsible for obtaining all necessary consents, and providing all necessary notices, as required under the Data Protection Legislation.</p> <p>对于相对方转让给 DFS 的个人数据, 相对方向 DFS 保证其拥有所有必要的权利向 DFS 提供个人信息, 用于与合同有关的处理, 并同意其有责任按照数据保护立法的要求获得所有必要的准许, 并提供所有必要的通知。</p> <p>c) If it appears during the course of the Contract that Counterparty acts as Data Processor and DFS acts as Data Controller, both Parties agree to sign a data processing agreement before starting the processing of Personal Data. Such data processing agreement will be provided by DFS.</p> <p>如果在本合同期间出现相对方作为数据处理者而 DFS 作为数据控制者的情况, 双方同意在开始处理个人数据之前签署一份数据处理协议。该数据处理协议将由 DFS 提供。</p>
<b>17. CHANGE REQUEST</b> 变更请求	<p>a) The Parties acknowledge that DFS shall be entitled at any time, to issue written change orders and/or addenda to vary any part of the Deliverables to be supplied to DFS.</p> <p>双方确认, DFS 有权在任何时候发出书面变更指令及/或附录, 以变更相对方向 DFS 提供的可交付成果的任何部分。</p> <p>b) Where a change order and/or addendum is issued by DFS, the Counterparty shall advise DFS on any time and/or cost implications that may result from such change order and/or addendum within such time as may be allowed by DFS thereunder.</p> <p>如果 DFS 发出变更指令及/或附录, 相对方应在 DFS 在该些指令及/或附录下所容许的时间内告知 DFS 该等变更指令及/或附录可能导致的任何时间及/或成本影响。</p> <p>c) DFS shall pay the Counterparty for any such variation in accordance with Section 5, and the amount payable shall be agreed to by the Parties in writing within 30 days upon DFS' receipt of the varied cost proposed by the Counterparty, failing which, subject to such adjustment as DFS may consider reasonable, the prevailing industry rates shall be used to determine the amount payable for such variation.</p> <p>DFS 应就任何该等变更根据第 5 节向相对方付款。DFS 应付的金额应 DFS 收到相对方提出的变更成本后的 30 天内由双方以书面形式协商一致; 如果双方协商不成, 则应采用现行行业费率来确定相关变更费用, 但 DFS 有权对该应付金额作出其所认为合理的调整。</p>
<b>18. TERMINATION</b> 终止	<p>a) Either Party may terminate a Contract immediately by written notice to the other:</p> <p>发生以下情形时, 任何一方可以通过书面通知另一方立即终止合同:</p>



	<p>(i) if the other Party commits a material breach of the relevant Contract which cannot be cured within fourteen (14) days or causes irreparable harm to the non-breaching Party;</p> <p>另一方严重违反相关合同且无法在十四（14）天内补救或对守约方造成不可挽回的损害；</p> <p>(ii) if the other Party commits a material breach of the relevant Contract which can be cured within fourteen (14) days but fails to cure such material breach within fourteen (14) days;</p> <p>另一方严重违反相关合同，且可以在十四（14）天内补救但未能于十四（14）天内补救该严重违约；</p> <p>(iii) if the other Party becomes insolvent, makes a general assignment for the benefit of creditors; files or suffers the filing against it of any petition for relief under bankruptcy, dissolution or similar laws providing for debtors' relief; or becomes subject to any attachment, execution or other judicial seizure of, or affecting the properties or assets of such Party which may materially adversely affect the ability of such Party to perform its obligations under the Contract; and/or</p> <p>如果另一方资不抵债，为债权人的利益进行全面转让；根据规定债务人救济的破产、解散或类似法律，提出或被提出任何救济申请；或成为任何查封、执行或其他司法扣押对象，对该另一方的财产或资产造成影响，从而可能对该另一方履行其在合同下义务的能力产生重大不利影响；及/或</p> <p>b) DFS may terminate any and all Contracts as entered into by the Parties, without cause at any time by serving written notice of termination to Counterparty thirty (30) days in advance. For purposes of determining Fees (if any) due upon termination, Fees shall be deemed to be earned by Counterparty only if and to the extent the Deliverables have been actually completed and accepted by DFS. No termination under this Section shall give rise to any claim for damages or other compensation, but no such termination shall terminate or otherwise affect any right of either Party accruing prior to the effective date of such termination, or the right of either Party to recover damages for the breach of the relevant Contract.</p> <p>DFS 可在任何时候通过提前三十（30）天向相对方送达书面终止通知的方式，终止双方签订的任何和所有合同，而毋须提出任何理由。为确定终止时应付的款项（如有）之目的，只有在可交付成果已实际完成并被 DFS 接受的范围内，款项才被视为应付给相对方。本节下的任何终止均不应导致任何损害赔偿或其他补偿的权利主张，但任何该等终止均不应终止或以其他方式影响任何一方在该等终止生效日前所产生的任何权利，或任何一方就相关合同违约而获得损害赔偿的权利。</p>
<p><b>19. CONSEQUENCES OF TERMINATION</b></p> <p>终止合同的后果</p>	<p>a) Upon an event of early termination of a Contract under Section 18 above, all unfulfilled Contracts which the Parties may have entered into, are deemed terminated without liability on DFS' part unless otherwise agreed by the Parties in writing.</p> <p>若发生上文第18条下的合同提前终止的情形，除非双方另行书面约定，双方可能签署的所有未履行的合同均被视为终止，且DFS将毋须承担任何责任。</p> <p>b) Where DFS terminates a Contract under Section 18.a) and notwithstanding any rights and/or remedies which may be available to DFS, Counterparty agrees to remit any and all advance payments which may have been made by DFS to Counterparty as a condition of DFS entering into a Contract.</p> <p>若 DFS 依据第 18 条 a 款终止合同，尽管 DFS 可能享有任何权利及/或救济，相对方同意将 DFS 为达成合同而已向相对方支付的任何和所有预付款退还给 DFS。</p> <p>c) In the event that a Contract is terminated for any reason, Counterparty shall comply with all reasonable instructions from DFS with regard to termination and transition to DFS or another service provider and take such other steps as are necessary to mitigate any costs incurred by the termination or such transition.</p> <p>若合同因任何原因终止，相对方应当遵守 DFS 就合同终止和向 DFS 或其他服务提供商过渡的所有合理指示，并采取必要的其他步骤，以减少因合同终止或过渡而产生的任何费用。</p>
<p><b>20. CONFIDENTIALITY</b></p> <p>保密</p>	<p>Each Party shall, and shall exercise its best endeavors to procure its officers and employees to keep the existence and contents of any Contract (whether executed or otherwise contemplated, and any matter ancillary to it) together with all business and commercial information relating to the other Party as may be disclosed or made available to it during the term of the Contract, confidential. Neither Party shall make any announcement in relation to any Contract nor shall it otherwise publicize its existence or its contents, or the existence of the negotiations between the Parties in relation to it, unless otherwise agreed by the Parties in writing.</p> <p>每一方应，并应尽其最大努力促使其管理人员和员工，对任何合同（无论是已签署的合同还是已另行拟定的，以及附属该等合同的任何事项）的存在和内容，以及在合同期限内可能向该方披露或提供的与另一方相关的所有商业和商业信息保密。除非双方另行书面同意，任何一方均不得发布与任何合同有关的任何公告，亦不得以其他方式公开任何合同的存在、内容或双方就该等合同进行的协商。</p>
<p><b>21. INDEMNITY</b></p> <p>赔偿</p>	<p>a) Each Party hereby agrees to defend, indemnify and hold each other and its officers, directors, agents and employees, harmless from and against any claims, actions, losses, damages and liabilities (including, but not limited to, reasonable legal fees and court costs, but excluding consequential damages) on account</p>

**DFS Standard Merchandising Terms & Conditions [PRC – Domestic Counterparty]**  
**DFS 标准销售条款和条件 [中国 – 国内相对方]**

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	<p>of any claim by a third party for bodily injury, death and/or property damage against the indemnified Party to the extent caused by the negligent act or omission, or willful misconduct of, or breach of a Contract by, the indemnifying Party or the indemnifying Party's employees, contractors, subcontractors or agents, in connection with the performance of their respective obligations under a Contract.</p> <p>双方谨此同意，对于第三方就因弥偿方或其雇员、承包商、分包商或代理与履行其在合同下的义务相关的疏忽作为或不作为、故意不当行为或违约行为，而向受弥偿方提出的任何人身伤害、死亡及/或财产损失相关的任何权利主张，进而向受弥偿方及其管理人员、董事、代理和员工提出的任何权利主张、诉讼、损失、损害和责任（包括但不限于合理的法律费用和诉讼费，但不包括间接性损害），为受弥偿方及其管理人员、董事、代理和员工提供抗辩和弥偿，并使其免受损害。</p> <p>b) Notwithstanding any other term of the Contract, Counterparty shall indemnify, defend and hold harmless DFS against any and all losses, liabilities, damages, costs, expenses, demands that DFS may or will incur or suffer as a result of defending or settling any actual or threatened claim or proceedings, arising out of or in connection with:</p> <p>尽管合同有任何其他条款，相对方应就由于或与如下所列之项相关的任何实际或可能被提出的权利主张或法律程序而使 DFS 可能发生或遭受的任何和所有损失、责任、损害、费用、支出和要求，对 DFS 进行弥偿，为其进行抗辩，并使其免受损害：</p> <p>(i) an act or order of any governmental, judicial or other authority including any and all duties, taxes, levies, deposits and outlays of whatsoever nature levied by any authority;</p> <p>任何政府、司法部门或其他机关的行为或命令，包括任何机关征收的任何性质的任何和所有关税、税款、征费、押金和支出；</p> <p>(ii) Counterparty's non-compliance with applicable international and/or domestic laws, regulations, rules and other governmental policies;</p> <p>相对方不遵守适用的国际和/或国内法律、法规、规章和其他政策性文件；</p> <p>(iii) any breach or failure of Counterparty to perform an obligation or warranty under the Contract;</p> <p>相对方违反或未能履行其在合同下的义务或保证；及</p> <p>(iv) any inherent defects/vice of the Deliverables;</p> <p>可交付成果的所有种类的固有缺陷/不足；</p> <p>(v) Counterparty infringing any trademarks or other intellectual property rights.</p> <p>相对方侵犯任何商标或其他知识产权。</p>
<b>22. LIMITATION OF LIABILITY</b> 责任限制	<p>a) Unless otherwise agreed by the Parties in writing, Counterparty expressly waives any limitation of liability which may appear in any of the documentation that Counterparty has incorporated in the course of carrying out a Contract.</p> <p>除非双方另有书面约定，相对方明确放弃其在履行合同的过程中纳入的任何文件中可能出现的任何责任限制。</p> <p>b) Notwithstanding any provisions which may indicate otherwise, neither Party shall be liable to the other for any special, consequential, incidental, punitive or indirect damages arising from or relating to any breach of a Contract regardless of any notices given by a Party to other on such damages.</p> <p>尽管合同另有规定，任何一方均不应就因违反合同而产生的或与之相关的任何特殊的、后果性的、偶然的、惩罚性的或间接的损害向另一方承担责任，不论一方就该等损害向另一方发出任何通知。</p> <p>c) The Fees payable by DFS to Counterparty under a Contract represents the maximum extent of liability which DFS shall be responsible (if applicable) to Counterparty under that Contract and to the maximum extent permissible by applicable law.</p> <p>DFS在合同下应向相对方支付的款项代表在适用法律允许的最大范围内DFS在该合同下应向相对方承担的最大责任范围（如适用）。</p>
<b>23. INSURANCE</b> 保险	<p>a) Without affecting any other obligation and liability of Counterparty under a Contract, Counterparty shall affect and maintain at its own cost an insurance policy with the following coverage by insurance companies rated at least "A - , VIII" with AM Best, or equivalent rating service:</p> <p>在不影响相对方在合同下的任何其他义务和责任的情况下，相对方应自费通过由AM Best或同等评级机构评为“A-, VIII”或更高级别的保险公司投保以下险种：</p> <p>(i) Product liability insurance, product recall insurance and product contamination insurance in the amount of at least US\$3,000,000 per occurrence naming DFS as additional insured. Such policy</p>

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	<p>shall provide protection against any and all claims, demands and cause of action arising out of any defects or failure to perform, alleged or otherwise of the Goods or any material used in connection with the Goods. This policy should be maintained for a minimum of one year after the relevant Contract expires.</p> <p>产品责任险、产品召回险和产品污染险，每次事故的保险金额至少为 3,000,000（三百万）美元，并指定 DFS 作为附加被保险人。该保险单应当针对因产品或与产品有关的任何材料的任何缺陷或未能履行、指控或其他原因而引起的任何和所有索赔、要求和诉讼原因提供保护。该政策应在相关合同到期后至少维持一年。</p> <p>(ii) Marine Insurance (or shipping insurance) for the shipped Goods if Counterparty is responsible for the shipping arrangements to DFS.</p> <p>若相对方负责向 DFS 的运输安排，则要负责为已装运产品提供海上保险（或运输保险）。</p> <p>b) Counterparty must provide DFS with certificates of insurance of the above policies before starting work under this Contract and keep the policies current throughout the term of this Contract. 相对方必须在开始合同下的工作前向 DFS 提供上述保单的保险凭证，并使保单在合同期限内保持有效。</p> <p>c) Counterparty shall deliver to DFS a certificate of insurance evidencing the required coverage, which names DFS as an additional insured on all policies where possible, and which provides that DFS shall receive at least 30 days' written notice of any cancellation or material modification of the coverage certified in the certificate. The certificate shall also state that the insurance evidenced thereby is primary and not contributory with any coverage that DFS may have. The required limits of insurance do not in any way limit Counterparty's liability in the event of a claim.</p> <p>相对方向 DFS 交付证明所需保险范围的保险凭证，在可能的情况下，将 DFS 列为所有保单上的附加被保险人，并规定如果保险范围被取消或发生实质性修改，DFS 应至少提前 30 天收到书面通知。该凭证还应说明该凭证证明的保险是优先保险，且不与任何 DFS 可能投保的保险共同分摊损失。所需的保险限额并不以任何方式限制相对方在发生索赔时的责任。</p> <p>d) In the event Counterparty fails to keep in effect at all times the specified insurance coverage, DFS may, in addition to any other remedies it may have, terminate the Contract upon the occurrence of such event, subject to the provisions of the Contract.</p> <p>如果相对方未能在任何时候保持规定的保险范围有效，DFS 除可能享有的任何其他救济外，还可以在该等事件发生时根据合同的规定终止合同。</p>
<b>24. ASSIGNMENT</b>  转让	<p>Each Party may not assign, transfer, sub-contract and/or delegate its rights and/or obligations under a Contract or any part thereof, without the prior expressed written consent of the other Party.</p> <p>未经另一方事先书面同意，任何一方不得分配、转让、分包和/或委派其在合同或其任何部分项下的权利和/或义务。</p>
<b>25. TAXES</b>  税项	<p>a) Except as otherwise provided in this Section or as specifically set forth in a Contract, the amounts to be paid by DFS to Counterparty do not include taxes. DFS is not liable for any taxes that Counterparty is legally obligated to pay, including net income or gross receipts taxes, franchise taxes, and property taxes. DFS will pay Counterparty any sales tax, or value-added taxes (as applicable) it owes for the performing the Deliverables and which applicable law requires Counterparty to collect from DFS. If DFS provides Counterparty a valid exemption certificate, Counterparty will not collect the taxes covered by such certificate. If applicable law requires DFS to withhold taxes from payments to Counterparty, DFS may withhold those taxes and pay them to the appropriate taxing authority and, in such case, DFS will deliver to Counterparty an official receipt for such taxes.</p> <p>除非本节另有规定或合同另有约定，DFS 应向相对方支付的金额不包括税项。DFS 不承担相对方依法有义务支付的任何税项，包括净收入税或总收入税、特许经营税和财产税。DFS 将向相对方支付因履行可交付成果而欠付的，且适用法律要求相对方向 DFS 收取的任何销售税或增值税（如适用）。如果 DFS 向相对方提供有效的免税证明，相对方将不收取该证明涉及的税项。如果适用法律要求 DFS 从支付给相对方的款项中预扣税项，DFS 可以预扣该等税项并向相关税务机关缴纳；在该等情况下，DFS 将向相对方交付该等税项的正式收据。</p> <p>b) Other applicable charges such as shipping costs, duties, customs, tariffs, imposts, and government-imposed surcharges shall be stated separately on Counterparty's invoice.</p> <p>其他可适用的费用，如运费、各类关税和政府征收的附加费等，应在相对方的发票上单独说明。</p>



	<p>c) Where the Contract includes a sales component from DFS, the Counterparty shall be responsible for all taxes, duties, levies, and other similar charges (and any related interest and penalties), however designated, arising out of or in connection with those sales. If any such taxes are levied on such sales, the Counterparty shall pay such taxes as are necessary to ensure that DFS receives a net amount equal to the amount DFS would have received had the payment not been made subject to such taxes.</p> <p>如果合同中包含 DFS 的销售部分，则相对方应承担因该等销售引起的或与之相关的所有税项、关税、征费及其他类似收费（以及任何相关利息和罚款）。如果该等销售需被征收任何该等税项，相对方应支付必要的税项，以确保 DFS 收到的净额等于在付款未受限于该等税项的情况下本应收到的金额。</p>
<p><b>26. COUNTERPARTY COMPLIANCE</b></p> <p>相对方合规</p>	<p>a) Counterparty, in the course of carrying out a Contract, agrees to comply with the following:</p> <p>相对方在履行合同的过程中同意遵守以下规定：</p> <p>(i) DFS' Code of Conduct accessible at <a href="http://www.dfsgops.com/tc/en/DFS_BP_CoC.pdf">http://www.dfsgops.com/tc/en/DFS_BP_CoC.pdf</a>;</p> <p>DFS 相对方行为守则，参见 <a href="http://www.dfsgops.com/tc/en/DFS_BP_CoC.pdf">http://www.dfsgops.com/tc/en/DFS_BP_CoC.pdf</a></p> <p>(ii) DFS' Anti-Corruption Policy accessible at <a href="http://www.dfsgops.com/tc/en/DFS_BP_ACP.pdf">http://www.dfsgops.com/tc/en/DFS_BP_ACP.pdf</a>;</p> <p>DFS 相对方反腐败政策，参见 <a href="http://www.dfsgops.com/tc/en/DFS_BP_ACP.pdf">http://www.dfsgops.com/tc/en/DFS_BP_ACP.pdf</a></p> <p>b) Counterparty confirms and undertakes that except as disclosed in writing by Counterparty to DFS prior to the Contract execution date:</p> <p>相对方确认并承诺，除相对方在合同签署日前向 DFS 书面披露的情况外：</p> <p>(i) no principal, employee, officer or director of Counterparty, or any of their immediate family members work for, or represent or act in any capacity for, DFS or any of its Affiliates,</p> <p>相对方的任何主要负责人、员工、管理人员或董事以及上述人员的任何直系亲属均未在 DFS 或其任何关联方工作，或代表 DFS 或其任何关联方或以任何身份行事；</p> <p>(ii) no officer, director or employee of DFS or any of its Affiliates, or any member of their immediate families controls or have a 5% or greater ownership interest in Counterparty, and</p> <p>DFS 或其任何关联方的任何管理人员、董事或员工以及上述人员的任何直系亲属均未拥有 DFS 或其任何关联方 5% 或以上的股权；</p> <p>(iii) no officer, director or employee of DFS or any of its Affiliates, or any member of their immediate families is also an officer, director or employee of Counterparty.</p> <p>DFS 或其任何关联方的任何管理人员、董事或雇员，以及上述人员的任何直系亲属均不是相对方的管理人员、董事或员工。</p>
<p><b>27. FORCE MAJEURE</b></p> <p>不可抗力</p>	<p>Neither party shall be liable for any failure to comply with its obligations under these Standard Merchandising Terms and Conditions due to any force majeure events. However, the Party affected by the Force Majeure Event must after the occurrence of the Force Majeure event or within ten (10) Business Days after the resumption of communication, provide to the other Party details of the Force Majeure Event and a detailed explanation of its inability to perform or inability to perform fully, properly and in a timely manner its obligations under this Contract due to the Force Majeure Event, and (if the relevant notary public can issue such documentary evidence) provide documentary evidence of the Force Majeure Event issued by a notary public located in the area where the Force Majeure Event occurred. The Party affected by the Force Majeure Event may not claim exemption from liability for breach of contract in accordance with the provisions of this Section if it does not carry out its aforesaid obligations to notify and produce documentary proof and such failure has a material adverse effect on the other Party. For the purpose of this Contract, "Force Majeure Event" means any event occurring after the execution of this Contract that renders a Party's performance of this Contract impossible, which event is beyond the reasonable control of such Party and unforeseeable (or even if foreseeable not able to be reasonably prevented or overcome), including, without limitation, earthquake, typhoon, flood, fire, strike, war, riot, epidemic, pandemic, public health emergency, lockouts, governmental restrictions or similar events.</p> <p>任何一方均对因不可抗力事件导致的未能遵守其在本标准销售条款和条件下义务的情形不承担任何责任。但是，受不可抗力事件影响的一方必须在不可抗力事件发生后或恢复通讯后十（10）个工作日内，向另一方提供不可抗力事件的详情和其因不可抗力事件而不能完全、适当和及时地履行其在本合同项下的义务的详细说明，并且（如果相关公证机构能够出具该等书面证明文件）提供由不可抗力事件发生地的公证机构出具的不可抗力事件的书面证明文件。如果受不可抗力事件影响的一方未履行上述通知和提供证明文件，且该等未履行对另一方造成重大不利影响，则该一方不得按照本款规定主张免除其违约责任。为本合同之目的，“不可抗力事件”是指本合同签署后发生的使一方无法履行本合同的超出该方合理控制范围的、不可预见（或者即使可预</p>



	<p>见，无法合理预防或克服）的事件，包括但不限于地震、台风、洪水、火灾、罢工、战争、暴乱、流行病、大流行、突发公共卫生事件、停工、政府限制或类似事件。</p> <p>A Party affected by a Force Majeure Event shall promptly adopt all reasonably practicable measures to eliminate or reduce the effects of the Force Majeure Event, and upon elimination or reduction of the impact of the Force Majeure Event, resume performance of its obligations under this Contract.</p> <p>受不可抗力事件影响的一方应立即采取所有合理可行的措施消除或减少不可抗力事件的影响，并在不可抗力事件的影响消除或减少后，恢复履行其在本合同项下的义务。</p> <p>The Parties acknowledge and agree that the global COVID-19 pandemic is ongoing, dynamic, unpredictable, and as such may impact the ability of a Party to meet its obligations under this Contract. The Parties agree that, for so long as there is an impact of COVID-19 on Party's performance, all performance efforts by such Party will be on a reasonable efforts basis only and such Party shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The Parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19. For purpose of this Contract, "COVID-19" means SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof or related, associated or similar epidemics, pandemics, public health emergencies or disease outbreaks.</p> <p>双方承认并同意，全球 COVID-19 大流行是持续的、不断变化的、不可预测的，因此可能影响一方履行其在本合同下的义务的能力。双方同意，只要 COVID-19 对一方的履约有影响，该方的所有履约将仅在合理努力的基础上进行；并且如该方因 COVID-19 不能履行其义务，该方无须承担任何责任。双方应本着诚意根据 COVID-19 可能需要作出的任何合理调整。就本合同而言，“COVID-19”是指 SARS-CoV-2 或 COVID-19，及其任何演变或突变，或与之相关或相似的流行病、大流行病、公共卫生紧急情况或疾病爆发。</p>
<b>28. RIGHT OF SET-OFF</b> <b>抵销权</b>	<p>a) To the maximum extent permitted by applicable law, DFS shall have the right to deduct from and set off against:</p> <p>在适用法律允许的最大范围内，DFS 有权从以下各款项中进行扣除和抵销：</p> <p>(i) any part or all of the fees and any other amounts due and payable or that may become due and payable by DFS to Counterparty under any Contracts which the Parties may have entered into from time to time; against</p> <p>双方可能不时签订的任何合同下到期应付或可能到期应付给相对方的任何部分或全部款项和任何其他金额；</p> <p>(ii) any amount payable or that becomes payable to DFS and/or its Affiliate by Counterparty and/or its Affiliate (including any ancillary support in accordance with Section 14 above);</p> <p>相对方及/或其关联方应向 DFS 及/或其关联方支付或将要向 DFS 及/或其关联方支付的任何金额（包括第14条中的辅助支持）；</p> <p>b) For the avoidance of doubt, the exercise by DFS of its right of deduction and set-off shall not constitute a waiver by DFS and/or its Affiliate of its respective rights to pursue any and all other available rights or remedies against Counterparty and/or its Affiliate to collect the full amount of dues or to recover damages for Counterparty's breach of the Contract.</p> <p>为避免疑问，DFS 行使其扣减权和抵销权不构成 DFS 及/或其关联方放弃各自针对相对方及/或其关联方寻求任何和所有其他可获得的权利或救济，以收取全部应收款项或就相对方违反合同的行为获得损害赔偿。</p>
<b>29. MISCELLANEOUS</b> <b>其他</b>	<p>a) Unless otherwise agreed by the Parties in a Contract, the default governing law of a Contract shall be the laws of PRC.</p> <p>除非双方在合同中另有约定，合同的适用法律为中华人民共和国法律。</p> <p>b) The existence of a Contract between the Parties does not constitute either Party as an employee, agent or legal representative of the other for any purpose whatsoever.</p> <p>双方之间的合同不构成任何一方为任何目的成为另一方的员工、代理人或法定代表人的任命。</p> <p>c) No express or implied right of authority is granted to assume or to create any obligation or to conclude any contract on behalf of or in the name of the other Party or to bind the other Party in any manner whatsoever.</p> <p>任何一方并未以任何明示或默示方式授予另一方权利以代表其或以其名义签订任何合同，或以任何方式对其产生约束。</p> <p>d) Each Contract constitutes an entire agreement between the Parties concerning the subject matter hereof and supersedes all prior relevant agreements, representations and understandings.</p>



	<p>每份合同构成双方就合同主题事项达成的完整协议，并取代在此之前达成的所有相关协议、陈述和谅解。</p> <p>e) Each Contract cannot be amended verbally. 每一份合同均不得口头变更。</p> <p>f) The failure by either Party to enforce any right hereunder shall not constitute a waiver of such right or affect the ability to enforce such right at any time thereafter. 任何一方未能行使本标准销售条款和条件下的任何权利不得构成对该权利的放弃，也不得影响其在此后任何时间行使该权利的能力。</p> <p>g) If either Party brings suit against the other Party to enforce any right hereunder or arising out of a Contract, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs on a full indemnity basis in addition to all other relief to which such party may be entitled. 若任何一方起诉另一方以强制执行本标准销售条款和条件下或因合同产生的任何权利，胜诉方除有权享有的所有其他救济外，还应有权按完全弥偿基准获得合理的律师费用和开支补偿。</p> <p>h) Unless expressly incorporated by reference into a Contract, no terms and conditions on any other document issued by Counterparty to DFS shall be incorporated into a Contract or shall be deemed a part of that Contract. 除非通过援引明确纳入合同，否则相对方向 DFS 发出的任何其他文件的任何条款和条件均不得被纳入合同，也不得被视为该合同的一部分。</p>
<p><b>30. NOTICES</b></p> <p>通知</p>	<p>a) All notices required or permitted to be given hereunder shall be personally delivered, or shall be sent internationally recognized courier services addressed to the Parties' usual email addressed to the Parties' usual business address unless otherwise indicated in a Contract or otherwise. 除非合同中另有约定或另有指明外，本标准采购条款和条件下要求或允许发出的所有通知应采用书面形式，并应通过专人递送或通过国际认可的快递服务发送至双方的常用商业地址。</p> <p>b) Either Party may change its address for notices by written notice to the other, 30 days in advance of any such change. 任何一方均可提前三十（30）天书面通知另一方变更其接收通知的地址。</p>
<p><b>31. DISPUTE RESOLUTION</b></p> <p>争议解决</p>	<p>a) The Parties shall attempt in good faith to resolve any dispute between them, including any disputes, controversies or differences arising out of or in connection with any Contract and any question regarding its existence, validity or termination ("Dispute"), promptly by negotiation between executives. Either Party may send the other Party a request to negotiate. 双方应善意尝试通过管理层之间的协商及时解决双方之间的任何争议，包括因任何合同以及与合同的存在、有效性或终止有关的任何问题而引起的或与之有关的任何争端、争议或分歧（“争议”）。任何一方均可向另一方发出协商要求。</p> <p>b) If the Parties cannot reach consensus through negotiation, either Party may submit the dispute to the Shanghai International Arbitration Center ("SHIAC") for arbitration in accordance with the then effective arbitration rules of the SHIAC. The seat of arbitration shall be Shanghai PRC. The language of the arbitration shall be English. The number of arbitrators shall be three. The chair shall not have the same nationality as any of the Parties or the arbitrators appointed by the Parties. The arbitral award shall be final and binding upon the Parties. 如果双方无法通过协商达成共识，则任何一方可将争议提交上海国际仲裁中心（“SHIAC”）仲裁，并按照当时有效的《上海国际仲裁中心仲裁规则》作出裁决。仲裁地点为中国上海市，仲裁程序应按照英语来进行，仲裁员人数为三名。主席的国籍不得与任何一方或双方各自任命的仲裁员相同。仲裁裁决是终局的，对双方均具有约束力。</p> <p>c) Despite the existence of a dispute, each Party must continue to perform its obligations under the relevant Contract as long as the relevant Contract is in effect, provided that this Section does not restrict or limit the right of either Party to obtain interlocutory relief, or to immediately terminate the relevant Contract where the relevant Contract provides such a right. 尽管对相关合同存在争议，只要合同有效，双方必须继续履行其在相关合同项下的义务。然而，本节并未禁止或限制任何一方获得非正审济助或立即终止相关合同（如该合同有定明此权利）。</p> <p>d) The Chinese translation in this Contract is for reference only. If there is any inconsistency or ambiguity between the English version and the Chinese translation, the English version shall prevail. 本合同的中文翻译仅供参考。英文版本与中文翻译若有任何歧义或抵触，一概以英文版本为准。</p>