



DFS STANDARD PURCHASING TERMS & CONDITIONS (FOR NON-MERCHANDISING)

DFS 标准采购条款和条件（DFS 非采购部门用）

These standard purchasing terms and conditions apply to, and form part of, any contract for the purchase of Deliverables (as defined below) by DFS. 本标准采购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。

1. DEFINITIONS 定义	<table><tr><td data-bbox="368 360 571 560">“Affiliate(s)” “关联方”</td><td data-bbox="571 360 1492 560">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. 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。</td></tr><tr><td data-bbox="368 757 571 896">“Contract” “合同”</td><td data-bbox="571 757 1492 896">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: 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。</td></tr><tr><td data-bbox="368 1339 571 1411">“Counterparty” “相对方”</td><td data-bbox="571 1339 1492 1411">means the third-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第三方。</td></tr><tr><td data-bbox="368 1422 571 1518">“Deliverables” “可交付成果”</td><td data-bbox="571 1422 1492 1518">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。</td></tr><tr><td data-bbox="368 1529 571 1556">“DFS”</td><td data-bbox="571 1529 1492 1556">means the DFS entity and/or its Affiliates (if any) named under a Contract.</td></tr><tr><td data-bbox="368 1568 571 1594">“DFS”</td><td data-bbox="571 1568 1492 1594">指合同下列出的 DFS 实体和/或其关联方（如有）。</td></tr><tr><td data-bbox="368 1612 571 1709">“Effective Period” “有效期”</td><td data-bbox="571 1612 1492 1709">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 to terms of this SPTC. 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，则应按照本标准采购条款和条件中的条款进行解释。</td></tr><tr><td data-bbox="368 1776 571 1872">“Fees” “款项”</td><td data-bbox="571 1776 1492 1872">means the fees payable by DFS to Counterparty for the Deliverables in accordance to 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。</td></tr><tr><td data-bbox="368 1883 571 1980">“Force Majeure Event” “不可抗力事件”</td><td data-bbox="571 1883 1492 1980">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.</td></tr></table>	“Affiliate(s)” “关联方”	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. 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。	“Contract” “合同”	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: 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; 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DFS 标准采购条款和条件（DFS 非采购部门用）– 中国区

Updated July 2023

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>“Goods” “产品” “Intellectual Property” “知识产权”</p> <p>means any physical goods 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>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 (including know-how and trade secrets), whether registered or not, and including all applications for, and renewals or extensions of such rights.</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（包括专有技术和商业秘密），无论是否已注册，并包括所有此类权利的申请，续期或延期。</p> <p>“Party or Parties” “一方或双方”</p> <p>mean either DFS and/or Counterparty.</p> <p>指 DFS 及/或相对方。</p> <p>“PRC” “中国”</p> <p>means the People's Republic of China and for the purpose of this Contract excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.</p> <p>指中华人民共和国，就本合同而言，不包括香港特别行政区，澳门特别行政区及台湾。</p> <p>“Service(s)” “服务”</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>“SPTC” “标准采购条款和条件”</p> <p>means these standard purchasing terms and conditions of which DFS reserves the right to update from time-to-time.</p> <p>指本标准采购条款和条件，而 DFS 保留随时更新本标准采购条款和条件的权利。</p> <p>“Work(s)” “工作成果”</p> <p>means any and all reports, recommendations, specifications, drawings, technical data, sketches and any information prepared or furnished purchased as a Deliverable by 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>
2. ENGAGEMENT OF COUNTERPARTY 相对方的聘用	<p>a) Unless otherwise agreed by the Parties in a Contract, the provisions of these SPTC shall constitute the default provisions governing the respective rights and obligations of the Parties under a Contract.</p> <p>除非双方在合同中另有约定，本标准采购条款和条件的条款构成规管双方在合同下各自的权利和义务的默认条款。</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> <p>保证最低订货量；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>
3. TERM 期限	<p>a) Each Contract shall be binding upon the Parties during the Effective Period.</p> <p>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:</p> <p>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</p> <p>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.</p>

DFS Standard Purchasing Terms & Conditions (Non-Merchandising) – PRC

DFS 标准采购条款和条件（DFS 非采购部门用）– 中国区

Updated July 2023

更新 2023 年 7 月



	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/或直至相对方妥善完成合同义务时止（以较早发生者为准）。
4. FEES 款项	<p>In consideration of Counterparty supplying the Deliverables to DFS, DFS shall pay the Fees as prescribed under the relevant Contract.</p> <p>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>
5. PAYMENT TERMS 支付条款	<p>a) Where Goods are being supplied, Counterparty shall invoice DFS for the Fees upon its delivery. 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.</p> <p>在相对方提供产品的情况下，相对方应在交付时就款项向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>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.</p> <p>在相对方提供服务的情况下，相对方应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.</p> <p>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 provided that the Deliverables are to the satisfaction of DFS in accordance with this Contract.</p> <p>DFS应在任何发票的开票月结束后的60日内，支付所有应向相对方支付的已妥为开具发票且无争议的款项，但可交付成果必须依照本合同提供并令DFS满意。</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.</p> <p>除非双方另有书面约定，相对方应向DFS指定的电子平台提交所有发票，该等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。</p> <p>f) All payments hereunder shall be made in US dollars unless otherwise agreed by the Parties in writing.</p> <p>除非双方另有书面约定，本标准采购条款和条件下的所有款项均应以美元支付。</p> <p>g) If DFS disputes an invoice, DFS shall issue a written notice to Counterparty within 14 days of the payment due date setting out (with reasonable details) the items in dispute. The Parties shall discuss all such disputes expeditiously and in good faith with a view to resolve 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.</p> <p>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 and/or DFS' Affiliate(s) by Counterparty against any amounts payable by DFS and/or DFS' Affiliate(s) to Counterparty under any Contract which the Parties may have entered into including those which may have been entered into between the Counterparty and the Affiliate(s) of DFS.</p> <p>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及/或DFS关联方的款项，用以抵销DFS及/或DFS关联方应向相对方支付的任何款项之权利。</p>
6. EXPENSES 费用	<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.</p> <p>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 fees, 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.</p> <p>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>
7. CONTRACT ACCEPTANCE 合同的接受	<p>a) 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>

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更新 2023 年 7 月



	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。
<p>8. COUNTERPARTY REPRESENTATIONS & WARRANTIES</p> <p><i>相对方的陈述和保证</i></p>	<p>a) Counterparty represents, warrants and undertakes that:</p> <p>相对方陈述、保证并承诺：</p> <p>(i) it shall comply with all applicable international and/or domestic laws, regulations and legislations which may apply directly and/or indirectly to:</p> <p>相对方应遵守可能直接及/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>1) the Counterparty in the course of carrying-on its business, and/or</p> <p>相对方在经营业务的过程中，和/或</p> <p>2) the Deliverable.</p> <p>可交付成果。</p> <p>(ii) it has obtained, and will maintain all licenses, permits, registrations, filings and qualifications required by any applicable laws, regulations, codes, orders and ordinances to manufacture, sell and export the Goods or supply the Services as contemplated herein;</p> <p>相对方已获得并会维持任何适用法律、法规、法规、法典、命令及条例所要求的所有牌照、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>(iii) 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;</p> <p>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>(iv) 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) is directly or indirectly owned or controlled by any person currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List (collectively, "SDN List") maintained by governmental bodies with jurisdiction over this Contract and/or activities connected to this Contract, included but not limited to the United Nations and the US Office of Foreign Assets Control (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; and</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（包括但不限于联合国和美国外国资产控制办公室，统称“政府实体”）所设的特别指定国民及封锁人员名单或综合制裁名单（统称“SDN 名单”）之上的任何主体直接或间接拥有或控制；或（b）被位于、组建于或居住于作为政府实体制裁对象的国家或地区的任何主体直接或间接拥有或控制；及</p> <p>(v) 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 (a) included on the then-current SDN List, or (b) located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by Government Entities/</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）被列入届时的 SDN 名单的任何主体，或（b）位于、组建于或居住于作为政府实体制裁对象的国家或地区的任何主体。</p> <p>b) For the purpose of this Section, person may refer to a natural person or a legal entity.</p> <p>为本节之目的，“主体”可以指自然人或法律实体。</p>
<p>9. WARRANTIES ON DELIVERABLES</p> <p><i>对可交付成果的保证</i></p>	<p>b) Counterparty warrants that all Deliverables (where applicable):</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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, manufacture date or expiration date (where applicable) and that fully comply with all labelling requirements under the applicable laws or as reasonably required by DFS; 拥有详细说明其成分、生产日期或有效期（如适用）的准确的产品标签，并完全符合适用法律下或 DFS 合理要求的所有标签要求;</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 rights or other statutory requirements under applicable laws of any person or entity, 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; and 不会违反或侵犯任何个人或实体的知识产权或适用法律规定的其他法定要求，不会违反任何主体或实体的隐私权，亦不会构成对任何主体或实体的诽谤，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；以及</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 or regulations; 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适用的法律或法规;</p> <p>(x) will conform with all other requirements of the Contract; and 符合合同的所有其他要求；以及</p> <p>(xi) where the Deliverable is a Service, that it will use due care in selecting, hiring, training and supervising its officers, employees and agents that will provide the Service to DFS and should DFS take the view that any such person is or becomes unfit to carry-out his or her obligations, then Counterparty shall, upon request of DFS, remove such person from the assignment under the Contract; 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 提供服务的管理人员、员工及代理时将尽到应有的谨慎，如果 DFS 认为任何该等人士不适合或变得不适合履行其义务，则经 DFS 要求，相对方应解除该等人士在合同下的工作;</p> <p>c) If a Deliverable fails to conform to the warranty requirements above, DFS may, in addition to any other remedies at law or in the Contract, return such Deliverable to Counterparty, and/or reject such Deliverable, at Counterparty's expense, for correction, replacement or credit, as DFS may direct. 如果可交付成果不符合上述保证要求，除法律或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，相关费用由相对方承担。</p> <p>d) 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>
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<p>10. GOODS SUPPLIED AS A DELIVERABLE</p> <p>作为可交付成果提供的产品</p>	<p>a) Delivery terms shall be as specified in the 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(d) and termination right in Section 14 for the late delivery of Goods by Counterparty.</p> <p>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（d）节规定的违约金及第14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.</p> <p>除非双方另有书面约定，DFS从相对方购买的产品的风险和权属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's reasonable instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in an undamaged condition.</p> <p>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 180 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.</p> <p>DFS有权在交付产品之时或交付后最长不超过180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:</p> <p>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：</p> <p>(i) rescind the Goods delivered under the relevant Contract in its entirety;</p> <p>完全撤销相关合同下交付的产品；</p> <p>(ii) accept the Goods at a reasonably reduced Fees; or</p> <p>以合理降低的款项接受产品；或</p> <p>(iii) reject the Goods and require replacement of the rejected Goods.</p> <p>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.</p> <p>除非DFS另行同意，相对方不得交付替代产品。</p> <p>g) If DFS requires replacement of Goods which are nonconforming or are required to be replaced by applicable laws ,regulations, codes, orders and ordinances, Counterparty shall, at its own expense, 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、法规、法典及条例需要更换的产品，则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>h) 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 14 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14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>i) 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 Product be returned, replaced, reworked or recalled, Counterparty and DFS shall take actions pursuant to this SPTC 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，则相对方和DFS应根据本标准采购条款和条件采取行动，并应承诺立即相互沟通相关事实，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>
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<p>11. SERVICES SUPPLIED AS A DELIVERABLE</p> <p>作为可交付成果提供的服务</p>	<p>a) Where a Deliverable is a Service requiring Counterparty to place staff within premises designated by DFS:</p> <p>如果可交付成果为要求相对方在 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 written notice, with no more than 1 such re-allocations 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) 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 such Works shall be the sole property of DFS unless otherwise agreed in writing by the Parties;</p> <p>相对方确认并同意, 该等工作成果应为 DFS 的独有财产, 除非双方另行书面约定;</p> <p>(ii) Counterparty shall assign and transfer to DFS all rights, title and interest in and to the Works, including all Intellectual Property rights 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>相对方应向 DFS 出让及转让工作成果的所有权利、权属和利益, 包括与工作成果相关的, 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> <p>c) 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被 DFS 接受之日起十二 (12) 个月内不存在工艺和材料缺陷。</p> <p>d) 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, 任何延迟将严重影响 DFS 的运营, 在此情况下, DFS 可以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, to the largest extent permitted under applicable laws, the liquidated damages for 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.</p>
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	<p>如果不存在预先约定的违约金条款，在适用法律允许的最大范围内，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，并在该合同下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。</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>1) immediately terminate the Contract and claim for damages; or 立即终止合同并索赔损失；或</p> <p>2) 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. 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被 DFS 接受，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. 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的金额抵销。</p> <p>(v) To the extent that the delays to the Deliverable was caused by DFS, no liquidated damages shall be levied on Counterparty. 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>12. INTELLECTUAL PROPERTY 知识产权</p>	<p>a) Unless otherwise agreed by the Parties in writing, the Parties acknowledge that it has no right, title or interest in or to the Intellectual Property nor to any goodwill relating to the other and agrees not to use each other's Intellectual Property for reasons other than in accordance with the terms of this Contract, or as may be expressly authorized by 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>b) 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; 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 license to use such Intellectual Property in accordance to the terms of the Contract; 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；</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>13. CHANGE REQUEST 变更请求</p>	<p>a) The Parties acknowledge that DFS shall be entitled at any time, to issue written change orders and/or addendums 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在这些指令及/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 within 60 days in accordance with Section 5. 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 applicable cost at 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节在60日内向相对方付款。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>
<p>14. TERMINATION 终止</p>	<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 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补救或对守约方造成不可挽回的损害；</p> <p>(ii) 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>(iii) in a Force Majeure Event.</p> <p>不可抗力事件。</p> <p>b) For the purpose of this Section, material breach shall include without limit, breach by a Party of the Confidentiality obligations under Section 16 of this SPTC.</p> <p>为本节之目的，重大违约包括但不限于一方违反本标准采购条款和条件第16节下的保密义务。</p> <p>c) 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 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</p> <p>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>



15. CONSEQUENCES OF TERMINATION 终止合同的后果	<p>a) Upon an event of early termination of a Contract under Section 14 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>如果发生上文第14节下的合同提前终止事件，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 14(a) and notwithstanding any rights and/or remedies which may be available to DFS, Counterparty agrees to remit to DFS 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>如果 DFS依据第14（a）节终止合同，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>
16. CONFIDENTIALITY 保密	<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>
17. INDEMNITY 赔偿	<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 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>每一方谨此同意，对于第三方就因赔偿方或其雇员、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，而向受赔偿方提出的任何人身伤害、死亡及/或财产损害相关的任何权利主张，进而向受赔偿方及其管理人员、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），为受赔偿方及其管理人员、董事、代理和员工提供抗辩和赔偿，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进行赔偿，为其进行辩护，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) 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>(iii) a breach or failure of Counterparty to perform an obligation or warranty under the Contract; and</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) 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>
18. LIMITATION OF LIABILITY 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>
19. INSURANCE 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 insurance policies 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>b) Material Damage (All Risks) covering physical loss or damage to the services and Counterparty's property arising out of the execution of the services.</p> <p>物质损失险（一切险），保险责任范围涵盖服务的开展而导致的服务和相对方财产的物质损失或损害。</p> <p>c) Commercial General Liability covering Counterparty's legal liability in respect of third parties' property damage and third parties' death and/or bodily injury arising out of the execution of the product and services under this Contract. The policy must be issued in the joint names of Counterparty and DFS as additional insured. The policy must have a cross liability clause, employer's property coverage and waiver of subrogation against the employer clause and shall provide coverage of not less than US\$2,000,000 in respect of any one accident and must be unlimited during the period of coverage.</p> <p>商业综合责任保险，保险责任范围涵盖本合同下的产品和服务的执行过程中，相对方对第三方的财产损害及/或死亡及/或人身伤害承担的法律风险。保单必须以相对方作为被保险人，DFS作为附加被保险人联名出具。保单必须包含交叉责任条款、雇主的财产保险以及放弃针对雇主的代位求偿权的条款，并就任何一次保险事故提供不低于2,000,000美元的保额，且在保险期间内必须是无限限制的。</p> <p>d) Employees' Compensation coverage required by applicable law covering all claims and liability whatsoever in respect of personal injury to or death of any employee of Counterparty and any sub-contractor, or other persons who may be employed, engaged, or appointed by Counterparty and its sub-contractor to provide services under the relevant Contract. Where possible, the policy must be issued in the joint names of Counterparty and DFS as Principal Employer.</p> <p>雇员补偿保险，适用法律要求的雇员赔偿范围，保险责任范围涵盖与相对方和任何分包商的任何雇员或可能由相对方和其分包商雇用、聘用或委派以在相关合同下提供服务的其他人员的人身伤害或死亡相关的所有权利主张和责任。在可能的情况下，保单必须以相对方和DFS作为主要雇主联名出具。</p> <p>e) Technical Errors & Omissions Liability Insurance (Professional Liability) covering the Counterparty's errors and/or omissions. The policy shall have a minimum limit of US\$5,000,000. In the event that the E&O coverage required by the relevant Contract is written on a claims-made basis, the Counterparty warrants that any retroactive date under the policy shall precede the effective date of the relevant Contract. This policy should be maintained for a minimum of one year after the completion of the project.</p> <p>技术错误和疏漏责任保险（职业责任保险），保险责任范围涵盖相对方的错误及/或疏忽。该保险单的最低限额不低于5,000,000美元。如果相关合同要求的错误和疏漏责任保险范围是采取以索赔提出为基础，则相对方保证保单的任何追溯日期应早于相关合同的生效日期。该保单应在项目完成后至少维持一年。</p> <p>f) Cyber Liability Insurance, with limits not less than US\$5,000,000 in aggregate. Coverage shall be sufficient to respond to the obligations and obligations as is undertaken by the Counterparty in the relevant Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.</p> <p>网络责任保险，保险限额总计不少于5,000,000美元。保险责任范围应足以涵盖相关合同所涉各项义务以及相对方承担的义务，包括但不限于涉及知识产权侵权的索赔，包括但不限于侵犯著作权、商标权、商业外观、侵犯隐私、信息窃取、破坏或毁灭电子信息、发布隐私、篡改电子信息、敲诈勒索、网络安全等。保单应涵盖应对违约的费用、监管罚款，以及信用监控费用等，且保单限额应足以处置前述款项。</p> <p>g) For construction, renovation, installation, maintenance or any other works that Counterparty is required to conduct works on a DFS site:</p> <p>对于相对方被要求在DFS现场进行的建筑、翻新、安装、维护或其他任何工作，</p> <p>(i) Contractor's All Risks insurance up to the gross contract value covering loss of or damage to the works, including plant and materials and temporary buildings whilst on the site, in transit or storage</p> <p>承包商一切险，最高至合同总金额的保险，涵盖工作场所涉损失或损害，包括在现场、运输或存储过程中的厂房设备、材料和临时建筑物的损失或损害。</p> <p>(ii) Third party liability insurance covering the liability of the parties for accidental injury to persons or accidental loss of or damage to property arising out of the execution of the works on site. Such insurance should remain</p>



	<p>in force during the period of erection and testing until the date of issue of the defects Correction Certificate and shall be for an indemnity of not less than US\$3,000,000.</p> <p>第三方责任险，保险范围为双方对在现场实施工程时发生的人身意外伤害或财产损失所应承担的责任。该等保险应在安装和测试期间持续有效，直至缺陷修正完成证书签发之日，且弥偿金额不低于 3,000,000 美元。</p> <p>h) It is Counterparty's obligation to take responsibility for policy deductibles arising from loss or damage caused by the actions or inaction of the Counterparty and/or its subcontractors, except for loss or damage arising from actions of DFS.</p> <p>相对方有义务承担因相对方及/或其分包商的作为或不作为导致的损失或损害而产生的保单扣减，但因DFS行为导致损失或损害的除外。</p> <p>i) 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.</p> <p>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>j) 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>k) 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>
20. ASSIGNMENT 转让	<p>a) DFS may assign, transfer, sub-contract and/or delegate its rights and/or obligations under a Contract or any part thereof, to a third party by way of notice to Counterparty in writing.</p> <p>DFS可以透过书面通知相对方的方式，向第三方转让、出让、分包及/或委托其在合同或其任何部分下的权利及/或义务。</p> <p>b) Counterparty may only assign, transfer, sub-contract and/or delegate its rights and/or obligations under a Contract or any part thereof with the expressed written consent of DFS.</p> <p>相对方只能在 DFS 明确书面同意的情况下方可转让、出让、分包及/或委托其在合同或其任何部分下的权利及/或义务。</p>
21. TAXES 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不承担相对方法定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 that 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>



22. NO CONFLICT OF INTEREST 无利益冲突	<p>Counterparty confirms that except as disclosed in writing by Counterparty to DFS, (a) 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 affiliated DFS Group companies, and (b) no DFS Group officer, director or employee, or any member of their immediate families controls or have a 5% or greater ownership interest in Counterparty, and (c) no DFS Group officer, director or employee, or any member of their immediate families is also an officer, director or employee of Counterparty.</p> <p>相对方确认，除相对方向 DFS 书面披露的以外，（a）相对方的任何负责人、员工、管理人员或董事，或其任何直系亲属均不在 DFS 或其任何关联的 DFS 集团公司工作、不以任何身份代表 DFS 或其任何关联的 DFS 集团公司，亦不以任何身份为 DFS 或其任何关联的 DFS 集团公司行事，及（b）任何 DFS 集团管理人员、董事或员工，或其任何直系亲属均不控制或拥有相对方5%及以上的所有者权益，及（c）任何 DFS 集团管理人员、董事或员工，或其任何直系亲属均不是相对方的管理人员、董事或员工。</p>
23. NON-COMPETE 竞业禁止	<p>To the largest extent permitted under applicable laws, during the term of a Contract and for 2 years after the expiration or its sooner termination, Counterparty agrees that it shall under no circumstance whether directly or indirectly through its affiliates, agents, contractors - discuss, consult, advise, disclose, engage and/or otherwise enter into an agreement to design, build-out, and/or implement any application which is the same, remotely similar to and/or related to Deliverable with any third-party who is in the same or similar industry as DFS. Counterparty acknowledges that damages alone would not be an adequate remedy for the breach of this provision and accordingly, without prejudice to any other rights and remedies it may have, DFS shall be entitled to the granting of equitable relief, as applicable, (including without limitation injunctive relief) concerning any threatened or actual breach of this provision.</p> <p>在适用法律允许的最大范围内，在合同期限内以及合同到期或提前终止后的2年内，相对方同意，其在任何情况下均不会直接或通过其关联方、代理、承包商间接地与 DFS 处于相同或类似行业的任何第三方讨论、咨询、建议、披露、聘用及/或以其他方式订立协议，以设计、构建及/或实施与可交付成果相同、类似及/或相关的任何工作。相对方同意，仅靠损害赔偿不足以弥补对本条款的违反；因此，在不影响其可能享有的任何其他权利和救济的前提下，DFS 有权就任何潜在的或实际的违反本条款的行为获得法律救济（包括但不限于禁令救济）（如适用）。</p>
24. COUNTERPARTY COMPLIANCE 相对方合规	<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' Counterparty Code of Conduct accessible at http://www.dfsgops.com/tc/en/DFS_BP_CoC.pdf DFS 相对方行为守则，参见http://www.dfsgops.com/tc/en/DFS_BP_CoC.pdf</p> <p>(ii) DFS' Counterparty Anti-Corruption Policy accessible at http://www.dfsgops.com/tc/en/DFS_BP_ACP.pdf DFS 相对方反腐败政策，参见http://www.dfsgops.com/tc/en/DFS_BP_ACP.pdf</p>
25. FORCE MAJEURE 不可抗力	<p>Neither Party shall be liable for any failure to comply with its obligations hereunder if such failure is due to a Force Majeure Event. Should a Force Majeure Event subsist for a period of 30 days or more, either party shall, without liability, be entitled to terminate a Contract immediately by way of a written notice 7 days in advance.</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采购条款和条件下义务的情形不承担任何责任。如果不可抗力事件持续三十（30）天或更长时间，任何一方均有权通过提前七（7）天书面通知的方式立即终止合同，且无需承担任何责任。</p>
26. RIGHT OF SET-OFF 抵销权	<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; 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; 相对方及/或其关联方向 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；</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>
27. MISCELLANEOUS 其他	<p>a) Unless otherwise agreed by the Parties in a Contract, the default governing law of a Contract shall be the laws of the PRC.</p> <p>除非双方在合同中另有约定，合同的适用法律为中国法律。</p> <p>b) The existence of a Contract between the Parties does not constitute either Party 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>

DFS Standard Purchasing Terms & Conditions (Non-Merchandising) – PRC

DFS 标准采购条款和条件 (DFS 非采购部门用) – 中国区

Updated July 2023

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	<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 or to bind the other 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 the 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.</p> <p>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.</p> <p>任何一方未能行使本标准采购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.</p> <p>如果任何一方起诉另一方以强制执行本标准采购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，还应有权按完全补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.</p> <p>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>
28. NOTICES 通知	<p>a) All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered or shall be sent internationally recognized courier services addressed to the Parties' usual business address unless otherwise indicated in a Contract or otherwise.</p> <p>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.</p> <p>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>
29. DISPUTE RESOLUTION 争议解决	<p>a) The Parties shall attempt in good faith to resolve any dispute between them promptly by negotiation between executives. Either Party may send the other Party a request to negotiate.</p> <p>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。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.</p> <p>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 Contract as long as the 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.</p> <p>尽管存在争议，只要合同有效，每一方必须继续履行其在合同项下的义务。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.</p> <p>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>