

General Terms and Conditions of Purchase of Goods and Services

(February 2023)

货物与服务采购的通用条款与条件

(2023 年 2 月)

1. Scope

适用范围

1.1 These General Terms and Conditions of Purchase of Goods and Services (“General Terms and Conditions of Purchase”) shall apply for all contracts, in particular to orders for the deliveries of products and/or the provision of services, between Ecolab (China) Investment Co., Ltd., or any of its Affiliates which may refer to them (hereinafter collectively referred as “Ecolab”) and the supplier of products or the service provider (hereinafter referred as “Supplier”). “Affiliate(s)” shall mean any other person or company that directly or indirectly controls, is controlled by, or is under common control with Ecolab (China) Investment Co., Ltd.. “Control” or “controlling” means direct or indirect beneficial ownership of more than fifty percent (50%) of the voting or income interest in such person or company; or of the power to direct or cause the direction of management, policies, or activities of a person or entity, whether through the ownership of voting securities or other interest, by contract or otherwise.

本《货物与服务采购的通用条款与条件》(以下简称“《通用采购条款和条件》”)适用于艺康(中国)投资有限公司或其任何关联方(以下合称为“艺康”)与产品供应商或服务提供商(以下简称为“供应商”)签订的所有合同,特别是有关产品交付或服务提供的订单。“关联方”是指直接或间接控制、受控于或与艺康(中国)投资有限公司受共同控制的任何其他个人或公司。“控制”是指直接或间接实际拥有该主体或公司百分之五十(50%)以上的投票权或收益权;或是通过持有拥有表决权的证券或其他权益、根据合同或以其他方式直接或间接实际拥有对该主体或实体的管理、政策或活动的主导权。

1.2 Deviating written individual agreements between Ecolab and Supplier take priority over these General Terms and Conditions of Purchase.

艺康和供应商之间个别的单独书面协议效力优先于本《通用采购条款和条件》。

1.3 Supplier’s General Terms and Conditions of Sale shall not apply, even if expressly referred to by the Supplier

即使供应商明确引述, 供应商的一般销售条款和条件也不应适用。

1.4 The confirmation and actual performance of a purchase order of Ecolab shall be deemed consent by Supplier to these General Terms and Conditions of Purchase.

对艺康采购订单的确认和实际履行应视为供应商同意本《通用采购条款和条件》。

1.5 The application of the convention of the United Nations on contracts for the international sale of goods dated April 11, 1980 (CISG) is expressly excluded by these General Terms and Conditions of Purchase.

本《通用采购条款和条件》明确排除了 1980 年 4 月 11 日通过的《联合国国际货物

销售合同公约》（CISG）的适用。

2. Purchase orders

采购订单

2.1 A binding contract between Ecolab and Supplier requires a purchase order which is accepted, in accordance with clauses 2.2. and 2.3 below.

艺康与供应商之间具有约束力的合同需要有根据下文第 2.2 和 2.3 条的规定所接受采购订单。

2.2 Purchase orders of Ecolab are only binding if they are issued or confirmed in writing.

艺康的采购订单仅在以书面形式签发或确认的情况下才具有约束力。

2.3 Supplier shall accept the purchase order and shall confirm the price and the date of delivery/date of provision of services within two (2) working days as from receipt. Lack of rejection of the purchase order within two (2) working days shall be understood as acceptance. Deviations from the purchase order of Ecolab as well as later deviations from the contract only apply if expressly agreed upon in writing by Ecolab. Purchase order may be cancelled at any time by Ecolab subject to a reasonable notice period. Any terms and conditions different from these General Terms and Conditions referred to in a purchase order acknowledgement shall be declared null and void.

供应商应在收到订单后的二（2）个工作日内接受采购订单，并确认价格及交付日/服务提供日。供应商未在二（2）个工作日内拒绝的，即应被视为接受订单。对艺康采购订单的变更以及后续对合同的变更，仅在艺康书面明确同意后才能适用。艺康可随时取消采购订单，但应有合理的提前通知期。在采购订单确认中提及的任何与本《通用采购条款和条件》不同的条款或条件，均应被宣布为无效。

3. Delivery

交付

3.1 The date of delivery is met if the ordered products are received or the ordered services are performed, in full, by Supplier within the agreed deadline at the receiving site indicated in the purchase order. Advance deliveries of products/provision of services or partial deliveries/partial provision of services require Ecolab prior written consent.

如在约定期限内在采购订单注明的收货地点收到了供应商提供的全部产品或全部订购服务得以履行，则应视为交付按期完成。提前交货/提供服务或部分交货/部分提供服务，均须经艺康事先书面同意。

3.2 As soon as Supplier recognizes it will not be able to fulfill its contractual obligations, either in full or in part, or not within the stipulated timeframe, it must notify Ecolab in writing. The notice must state both the reason(s) for the delay and the predicted delay in time of delivery/time of performance. Any acceptance by Ecolab of a delayed or partial delivery of products/provision of services shall by no means constitute a waiver of any rights or claims of Ecolab due to late or partial delivery of products/provision of services. 一旦供应商认识到其将无法履行其全部或仅能部分履行，或无法在规定期限内履行其合同义务，供应商必须以书面形式通知艺康。该通知必须说明延迟履行的原因

以及预计延迟交付/履行的时长。艺康接受延迟或部分交付/提供的产品/服务，不构成艺康放弃因产品延迟/部分交付、服务延迟/部分提供而享有的任何权利或索赔。

- 3.3 Supplier shall inform Ecolab of the shipment date three days prior to the shipment of the products, so that Ecolab can get prepared for the receipt of the products.

供应商应在产品发运前提前三个工作日书面通知艺康发运日期，以便艺康做好产品接收的准备。

- 3.4 Unless otherwise agreed, without prejudice to Ecolab any other rights to claim further damages or to terminate from the contract, in case of delay in delivery of products or in provision of services, Ecolab has the right to claim a penalty which equals 0.2% of the order value per each day of delay. Delivery delay for more than 15 days shall be deemed as material breach of the Supplier. Ecolab shall have the right to terminate this Agreement and all the Purchase Orders that have not be fully fulfilled.

除非另有约定，在不影响艺康要求进一步损害赔偿或终止合同的任何其他权利的前提下，如供应商延迟交付产品或提供服务，每延迟一日，艺康有权要求供应商支付金额相当于订单金额百分之零点二（0.2%）的违约金。逾期供货超过 15 天的，视为供应商的严重违约，艺康有权解除本协议和所有尚未履行完毕之采购订单。

- 3.5 Each delivery shall include the Certificate of Analysis (COA) or Certificate of Conformance (COC) as the case may be, duly signed by an authorized representative of the Supplier. COA/COC shall mention all information required such as but not limited to compliance with the Specifications agreed or provided by Ecolab, testing methods applied on Products and results of such testing. Ecolab is entitled to reject a delivery if the COA/COC is not available at the time of delivery or was not communicated prior to delivery. For each combination of Product number and batch number, a corresponding individual COA/COC shall be issued.

每次交货应包括由供应商授权代表正式签署的分析证明 (COA) 或合格证书 (COC)，视情况而定。COA/COC 应标明所需的所有信息，例如但不限于是否符合艺康同意或提供的规格、产品采用的测试方法以及测试结果。如果在交货时没有 COA/COC 或在交货前未就其与艺康沟通，艺康则有权拒绝收货。对于每一个产品编号和批号的组合，供应商都应签发相应单独的 COA/COC。

4. Prices, Payment, Offsetting, and retention

价格、付款、抵销和保留

- 4.1 The agreed prices are fixed and firm. Further charges are not allowed. The agreed prices include all costs which are necessary until the contract is fulfilled (including but not limited to costs for packaging, transport, insurance, customs clearance, installation, labour, material). Unless otherwise set forth on all agreed prices under contract are set DDP (INCOTERMS 2020).

双方商定的价格应为固定的。不允许进一步收费。双方商定的价格包括在合同履行完毕前所需的所有费用（包括但不限于包装、运输、保险、清关、安装、人工、材料等费用）。除非另有约定，本合同项下所有约定的价格均为 DDP (INCOTERMS 2020) 价格。

4.2 The prices are excluding the respective statutory VAT.

这些价格不包括相应的法定增值税。

4.3 Unless otherwise agreed and to the fullest extent permitted by any applicable law, the purchase price is due and payable within sixty (60) days End of the month +1 day from the invoice date after Ecolab's receipt of the invoice. Supplier's invoice may not be submitted until the products have been duly delivered or the services duly performed to Ecolab.

除非另有约定，在任何适用法律允许的最大范围内，采购价款应在艺康收到适当发票后自之发票日起第六十(60)天所在月的次月第一天支付。在产品正式交付或服务正式提供给艺康之前，供应商不得提交发票。

4.4 Invoices must, at a minimum, contain the following descriptions:

发票必须至少包含以下描述。

(1) Complete name, VAT registration number, address, phone number, and bank account information of Supplier

供应商的全称、纳税人识别号、地址、电话、开户行及账号

(2) Complete name, VAT registration number, address, phone number, and bank account information of Ecolab entity

艺康订购实体的全称、纳税人识别号、地址、电话、开户行及账号

(3) Invoice date and Invoice number

开票日期和发票号码

(4) Quantity and detail description of the products delivered / type and scope of service provided (issued in accordance with tax code, with specific name and description of the products specified), volume, unit, unit price, amount, tax rate, tax amount.

交付产品或服务的名称和描述（根据税收编码开具，并写明产品的具体名称和描述）、数量、单位、单价、金额、税率、税额。

(5) Purchase order number shall be specified in the remark column.

艺康的采购订单号须在备注栏列明。

(6) The Invoice item cannot be just "service fee".

发票名称不能只写“服务费”。

(7) The quantity unit on the invoice cannot be "batch" or "set".

发票单位不能写“批”或“套”。

5. Transfer of risk and title, shipment

风险和所有权的转移、装运

5.1 The risk of loss or damage and the title to the products passes to Ecolab upon proper and complete delivery in accordance with the separately agreed INCOTERMS 2020.

一旦根据另行约定的《2020年国际贸易术语解释通则》适当、完整地交货，产品灭失或毁损的风险以及所有权将转移给艺康。

5.2 Unless otherwise set forth on all products provided under contract shall be delivered in accordance to DDP INCOTERMS 2020

除非另有规定，本合同项下所有产品都应按照DDP INCOTERMS 2020条款交付。

6. Warranty

保证

6.1 Supplier warrants that all products delivered, and services performed are good merchantable quality, complete and free from any defects, free of all liens and other encumbrances, meet the warranted quality and comply with the stipulated specifications as well as all applicable laws, regulations and other rules.

供应商保证，交付的所有产品和提供的所有服务具有良好的适销质量、完整、无任何缺陷，无任何留置权及其他权利负担，达到质量保证，并符合规定的规格以及所有适用的法律、法规和其他规则。

6.2 Warranties set forth in this clause 6.1. shall apply for a period of twenty-four (24) months from the date of delivery of the products or performance of the services by Supplier.

本条款第 6.1 条规定的保证，应在供应商交付产品或履行服务之日起二十四 (24) 个月内适用。

6.3 If any of the products delivered or services performed do not conform with the warranties set out in clause 6.1. and without prejudice to Ecolab any other rights to claim further damages or to terminate from the contract, Supplier shall be obligated (at the discretion of Ecolab) to remedy the defect at its own costs, to reduce the purchase price, to deliver or perform fully conforming products or services without any additional cost to Ecolab in a reasonable period specified by Ecolab and/or to compensate any damages suffered by Ecolab due to the defect. In case of imminent danger Ecolab is entitled after giving notice to Supplier to remedy the defects directly or via a third party at Supplier's cost.

如果供应商交付的产品或提供的服务不符合第 6.1 条规定的保证，在不影响艺康要求进一步损害赔偿或终止合同的任何其他权利的情况下，供应商有义务（由艺康决定）自费弥补缺陷、降低采购价格，在艺康指定的合理期限内且在不增加艺康任何费用的前提下交付或提供完全符合要求的产品或服务，和/或赔偿艺康因该缺陷而遭受的任何损失。在出现紧迫危险的情况下，艺康有权在通知供应商后直接或通过第三方对缺陷进行补救，费用由供应商承担。

6.4 Supplier will respond to any warranty complaint under these General Terms and Conditions of Purchase, within seven (7) working days of its notification.

供应商将在收到通知后的七 (7) 个工作日内就本《通用采购条款和条件》项下任何保证的投诉作出回应。

6.5 Dangerous Chemicals Management Regulation: Supplier warrants that he has undertaken all necessary measures to comply with the regulation Degree 591 and/or the equivalent chemical regulation into force in China, including the requirement of production, trading, storage, and transportation of chemicals. For dangerous chemicals, supplier shall provide the Dangerous Chemicals Production License and/or Dangerous Chemicals Trading License according to the Degree 591. Supplier shall also provide Safety Data Sheet of the chemical and the proper chemical safety labels.

《危险化学品安全管理条例》：供应商确保其已采取一切必要措施以遵守中国的 591 号令和/或在中国生效的同等化学品法规，包括对化学品生产、交易、储存和运输的要求。对于危险化学品，供应商需要根据 591 号令提供危险化学品生产许可证和/或危险化学品经营许可证。供应商还应提供化学品的安全数据表及贴有适当的化学品安全标签。

6.6 At all time, Supplier shall comply with Ecolab Supplier code of conduct which is accessible on the following link: <https://www.ecolab.com/about/suppliers/supplier-policies>.

在任何时候，供应商都应遵守艺康的供应商行为准则，该准则可通过以下链接访问：<https://www.ecolab.com/about/suppliers/supplier-policies>。

6.7 Supplier warrants that the products and services are free from rights of other parties and that delivery of the products and/or performance of the services do not violate any rights of third parties.

供应商保证产品和服务不受其他方权利的影响，产品的交付和/或服务的履行不侵犯第三方的任何权利。

7. Liability 责任

7.1 The Supplier shall be fully liable toward Ecolab for any liability, loss (including but not limited to any direct, indirect, immaterial and consequential losses), damage, expense or proceeding whatsoever in connection with the execution of the purchase order, without any limitation, and regardless of whether the claim arises out of contract, tort, warranty or any other legal ground.

对于与采购订单执行有关的任何责任、损失（包括但不限于任何直接、间接、非实质性和后果性的损失）、损害、费用或程序等，供应商应向艺康承担全部责任，且不受任何限制，无论该等权利主张是否因合同、侵权、担保或任何其他法律理由而产生。

7.2 Indemnification – The Supplier shall be legally liable for and fully indemnify and hold harmless Ecolab upon first demand, or any of its officers, directors and employees against any liability, loss (including but not limited to any direct, indirect, immaterial and consequential losses), damage, expense or proceeding whatsoever in connection with any purchase order, including, without limitation, in respect of i) personal injury to or the death of any person; ii) any loss or damage to property or otherwise; iii) any loss or damage resulting from a third party claim made against Ecolab.

赔偿——对于与任何采购订单有关的任何责任、损失（包括但不限于任何直接、间接、非实质性和后果性的损失）、损害、费用或程序等，包括但不限于：i) 任何人员的人身伤害或死亡；ii) 财产或其他方面的任何损失或损害；iii) 由第三方向艺康索赔而造成的任何损失或损害，一经要求，供应商即应对艺康或其任何管理人员、董事和雇员承担法律责任，并对其进行全面赔偿，使其免受损害。

8. Insurance

保险

Supplier shall be obligated at all times to maintain sufficient liability insurance – including but not limited to product liability insurance with an adequate minimum insurance amount of \$ 2 Millions for each single occurrence of personal and property damage - at its own expense for damage for which it or its subcontractors or agents for which it is vicariously liable are responsible. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to Ecolab upon request. Supplier's contractual and legal liability remains unaffected by the extent and the amount of its insurance coverage.

供应商有义务始终自费为供应商或其承担转承责任的分包商或代理所负责的损害投保充足的责任险，包括但不限于针对每起人身和财产损害事故最低保险金额为 200 万美元的产品责任险。供应商应向艺康提供每次损害事故的保险金额的证据。供应商的合同和法律责任不受其保险范围和金额的影响。

9. Quality requirements

质量要求

9.1 Quality reviews - the Supplier shall regularly, in any event no less than once a year, perform quality reviews of the Product in order to verify the consistency of the production process utilized in the production of the Product. The results of the review together with the Supplier's assessment of same shall be made available to Ecolab upon request.

质量审查——供应商应定期（无论如何每年不少于一次）对产品进行质量审查，以验证产品生产过程中所使用生产工艺的一致性。经艺康要求，审查结果以及供应商对审核结果的评估应提供给艺康。

9.2 Change Control – The Supplier shall have a documented and effective change control system in place and shall inform Ecolab of any product discontinuation and any significant changes to the manufacture of the Product and in the Specifications agreed or communicated by Ecolab, mentioning expressly the changes which may have an impact on the quality of the Product, on any regulatory applications if applicable, and on the lead times. These changes include changes in the certification system such as ISO or other quality system being in place. The Supplier shall notify Ecolab within a reasonable time (minimum 12 months but in any case, as soon as reasonably practicable) prior to implementation and/or discontinuation, to allow Ecolab to assess the potential impact of the change. Dependent on the change proposed, Ecolab will consider whether a re-validation is required prior to any decision being taken. In this event, Ecolab shall communicate a qualification plan to the supplier in a timely manner. The Consequences of any unauthorized or non-communicated changes being introduced shall be considered as a material breach of this Agreement.

变更控制——供应商应建立一个成文的、有效的变更控制系统，并将任何产品停产、产品制造发生的任何重大变更、艺康同意或沟通过的规格的重大变更通知艺康，明确提及对产品质量、任何监管申请（如适用）以及备货周期可能产生影响的变更。这些变更包括认证系统的变更，如 ISO 或其他正在实施的质量体系。供应商应在实施和/或停产之前的合理时间内（至少 12 个月，但在任何情况下都应合理尽快）通知艺康，以便艺康能够评估该变更的潜在影响。根据提出的变更，艺康将考虑是否需要作出任何决定之前进行重新验证。在这种情况下，艺康应及时向供应商发送

一份资质鉴定计划。任何未经授权或未经沟通的变更被实施，均将被视为对本协议的严重违反。

- 9.3 In respect of changes required to comply with applicable laws and/or regulatory agency requirements, the Supplier shall notify Ecolab in writing of such requirements as soon as the Supplier becomes aware of the need for such change.

对于为遵守适用法律和/或监管机构要求而进行的变更，供应商应在知悉需要进行该等变更后，尽快书面通知艺康。

- 9.4 Right to Audit – The Supplier shall allow Ecolab or its representatives to carry out on-site audits by appointment. The Supplier shall permit all reasonable access to the manufacturing, packaging, warehousing and laboratory areas related to the manufacture of the Product, including pertinent documentation. Any such audit shall take place during business hours and may not unreasonably interfere with the Supplier's manufacturing operations.

审计权——供应商应允许艺康或其代表通过预约进行现场审计。供应商应允许其合理进入所有与产品生产相关的制造、包装、仓储和实验区域，包括查阅相关的文件。任何此类审核均应在营业时间内进行，且不得合理地干扰供应商的生产运营。

Ecolab can decide to proceed to a remote audit and require documents and information from the Supplier remotely such as but not limited to supplier questionnaires who shall respond within twenty (20) working days following the request.

艺康可决定进行远程审计，并要求供应商发送远程文件和信息，如但不限于供应商调查问卷。供应商应在艺康要求后的二十（20）个工作日内予以回复。

The results of the audit and the observation(s) shall be sent to the Supplier in the form of a written report. The Supplier must ensure a satisfactory follow up to the observations made during the audit performed by Ecolab, and take corrective actions where needed.

审计结果和意见应以书面报告形式发送给供应商。对于艺康在审计期间提出的意见，供应商必须确保开展令人满意的后续行动，并在需要时采取纠正措施。

- 9.5 Reference and retention samples – The Supplier shall have Reference and Retention Samples of a size sufficient to enable the performance of at least 2 (two) full Specification Analyses in respect of the Reference Samples as well as the Retention Samples held.

参考和保留样品——供应商应拥有足够数量的参考和保留样品，以便能够对其所持有的参考以及保留样品进行至少两（2）次完整的规格分析。

- 9.6 Stability - The Supplier warrants that it has assigned retest dates (or expiry dates, where applicable), and confirmed storage and shipping conditions, based upon stability studies conducted. The Supplier shall provide stability data to Ecolab upon reasonable request.

稳定性——供应商保证其已根据所进行的稳定性研究指定了重新测试日期（或到期日，如适用），并确认了储存和运输条件。经艺康合理要求，供应商应向艺康提供稳定性数据。

9.7 Complaints - The Supplier shall respond to complaints by Ecolab pertaining to the quality of the Product without delay, as mentioned in Article 6 above, including all information requires such as but not limited to information in relation with secure containment measures, root cause definition and verification, permanent corrective and preventive actions.

投诉——如上文第 6 条所述，供应商应毫不迟疑地对艺康提出的有关产品质量的投诉作出回应，包括所要求的所有信息，如但不限于与安全控制措施、根本原因确定与验证、永久性纠正和预防措施有关的信息。

The Supplier shall record and reference, to the applicable batch records, all the decisions made and measures taken in consequence of a complaint.

供应商应在适用的批次记录中记录并参照因投诉而作出的所有决定和采取的措施。

Ecolab shall, where appropriate, make available relevant information and samples of the affected batch(es)/lot(s) of the Product to assist the Supplier in its investigations.

艺康应酌情提供受影响批次/批组产品的相关信息或样品，以协助供应商进行调查。

The Supplier shall without delay inform Ecolab in writing of any complaint/s received from any third party which affects and/or pertains to the Product, and which complaint/s, if justified, may have serious implications (i.e., the complaint pertains to a potential risk to patients' health or safety) in respect of any Products supplied by the Supplier to Ecolab. 对于从任何第三方收到的对产品有影响和/或与产品有关的投诉，供应商应立即以书面形式通知艺康。这些投诉如有正当理由，则可能对供应商向艺康提供的产品产生严重影响（即投诉涉及对患者健康或安全的潜在风险）。

In case of a major defect (qualified as major according to Ecolab escalation process), Supplier agree to comply with Ecolab full investigation required for such defects such as Ecolab SCAR procedure or a similar process. Supplier shall in such case, furnish Ecolab in writing the conclusions drawn, the corrective and/or preventative measures and all further information or actions required by the process within ten (10) days from Ecolab request and shall close the SCAR or equivalent process within twenty-eight (28) days from Ecolab request.

如果出现重大缺陷（根据艺康的上报流程被认定为重大缺陷），供应商同意遵守艺康对此类缺陷所需的全面调查，如艺康的 SCAR 程序或类似程序。在这种情况下，供应商应在艺康提出要求之日起十(10)天内以书面形式向艺康提供所得出的结论、纠正和/或预防措施以及该程序所要求的所有进一步信息或行动，并应在艺康提出要求之日起二十八(28)天内结束 SCAR 或类似程序。

All costs associated to an Ecolab complaint such as but not limited to complaint handling costs, market actions to be taken, facility repairs, shall be borne by the Supplier.

与艺康投诉相关的所有费用，如但不限于投诉处理费用、采取的市场行动、设施维修等，均由供应商承担。

9.8 Recall - In the event of either Party ("Impacted Party") being required or decide

voluntarily to initiate a recall, withdrawal or field correction of field alert report or comparable report in respect of any batch of, Product or in the case of Ecolab, of Final Product, the Impacted Party shall notify the other Party accordingly in writing and the other Party shall reasonably co-operate with the Impacted Party to implement same.

召回——如果任何一方(“受影响方”)被要求或自愿决定对任何批次产品, 或就艺康而言, 对最终产品发起召回、撤回或现场更正现场警报报告或类似报告, 受影响方应相应地书面通知另一方, 另一方应合理地配合受影响方执行上述事项。

In the event that the Supplier becomes aware of information that may warrant Ecolab taking any action, which may include a recall, with respect of any batch of Product delivered to Ecolab, the Supplier shall immediately provide Ecolab with such information. The Parties shall co-operate in determining whether or not action is required, and in the event that action is required, in determining the nature of such action.

如供应商获知有可能促使艺康就其交付给艺康的任何批次产品采取任何行动(可能包括召回)的信息, 供应商应立即向艺康提供该等信息。双方应合作确定是否需要采取行动, 如需采取行动的, 则应合作确定该行动的性质。

Without derogating from any other duty that may rest upon the Supplier either in terms of the Agreement or applicable law, the Supplier shall notify Ecolab in writing as soon as practicably possible after the occurrence of an event pertaining to the manufacturing of the Product, which event is required to be notified by the Supplier to any governmental and/or regulatory body, a public or internal recall, an authority injunction and/or a major or critical non conformity.

在不减损本协议或适用法律规定供应商的任何其他义务的情况下, 如发生与产品生产相关的如下事件: 供应商被要求通知任何政府部门或监管部门的事件、公开或内部召回、有关部门的禁令和/或重大或关键不符事件, 供应商应尽快书面通知艺康。

- 9.9 Storage and distribution - The Supplier shall have processes in place that prevent during packaging and storage of the Product, the possibility of deterioration, contamination, or mix-ups with any other material.

储存和配送——供应商应制定适当流程, 以防止产品在包装和储存过程中发生变质、污染或与任何其他材料混合。

Distribution shall occur in such a manner as to ensure the ability to recall the Product from the distribution network.

配送应以确保能够从分销网络召回产品的方式进行。

Packaging shall be in compliance with the requirements of the Product and all governmental or regulatory requirements pertaining to the Product.

包装应符合产品的要求及与产品有关的所有政府或监管要求。

10. Confidentiality, Ownership

保密与所有权

- 10.1 All information, including, but not limited to, formulas, know how, processes, customer

lists, customer locations, cost and pricing information, marketing information and strategies, financial information, drawings, materials, products, equipment or apparatus, technology, and technical information disclosed or delivered by one party to the other party or arising from the performance of this contract (collectively, "Confidential Information") must be treated by the receiving party as confidential and proprietary information. The Confidential Information shall also include the fact that Ecolab is purchasing certain products and services from Supplier. None of the Confidential Information may be (i) used by the receiving party for any reason other than to assist it in the performance of its obligations under this contract, or (ii) disclosed by the receiving party to any third party. The receiving party must use all reasonable efforts to safeguard the Confidential Information, but under no circumstance may the receiving party use safeguards that are less rigorous than the safeguards the receiving party employs to protect its own confidential information. The receiving party may disseminate the Confidential Information to its employees and agents but only to the extent those employees and agents have a need to know the Confidential Information to assist the receiving party in the performance of this contract. The receiving party must advise and inform its employees and agents of its obligations under this clause and require that those employees and agents abide by the receiving party's obligations. Upon either party's request (or immediately, upon the expiration or termination of this contract), the other party must promptly return all Confidential Information to the requesting party, including all copies, notes and extracts regarding the Confidential Information.

所有信息，包括但不限于配方、专有技术、流程、客户名单、客户地点、成本和定价信息、营销信息和策略、财务信息、图纸、材料、产品、设备或仪器、技术以及一方披露或交付给另一方的或因履行本合同而产生的技术信息（统称为“保密信息”），必须由接收方作为保密和专有信息对待。保密信息还应包括艺康向供应商购买产品和服务的事实。任何保密信息均不得(i)被接收方用于除协助其履行本合同项下义务之外的任何其他原因，或(ii)被接收方披露给任何第三方。接收方必须尽一切合理努力来保护保密信息，但在任何情况下，接收方都不得使用其为保护其自身机密信息所采用的保障措施更不严格的保障措施。接收方可向其雇员和代理人披露保密信息，但应仅限于该雇员和代理人为协助接收方履行本合同而有必要了解的保密信息范围内。接收方必须将本条款规定的义务告知其雇员和代理人，并要求该等雇员和代理人遵守接收方的义务。经任何一方要求(或在本合同到期或终止时立即)，另一方必须及时将所有保密信息归还给要求方，包括有关保密信息的所有副本、笔记和摘要。

- 10.2 The restrictions above do not apply to information which (i) was known to the receiving party prior to the receipt of that information from the disclosing party; (ii) was patented or otherwise in the public domain at the time of disclosure by the disclosing party to the receiving party, or subsequently enters the public domain through no breach of this contract; (iii) was obtained by the receiving party from a third party who was under no duty of confidentiality to the disclosing party; (iv) can be proven, by written records, to have been independently developed by the receiving party without the aid, application or use in any way of information, material or assistance obtained from the disclosing party pursuant to this contract. In the event the receiving party is required by judicial or

administrative process to disclose the Confidential Information, where legally permissible, the receiving party shall promptly notify the disclosing party and in writing of such requirement to allow intervention by the disclosing party (but in any event prior to the disclosure), and uses its best efforts to cooperate with the disclosing party to contest or minimize the scope of the disclosure (including application for a protective order), and limits such disclosure to the party entitled to receive the Confidential Information and to the scope of the legal requirement.

上述限制不适用于以下信息：(i)接收方在从披露方收到该等信息之前已知道；(ii)在披露方向接收方披露时，该等信息已获得专利或以其他方式进入公共领域，或随后非因违反本合同而进入公共领域；(iii)接收方从对披露方没有保密义务的第三方获得；(iv)可以通过书面记录证明，接收方是独立开发的，未借助、应用或以任何方式使用根据本合同从披露方获得的信息、材料或援助。如果接收方被司法或行政程序要求披露保密信息，在法律允许的情况下，接收方应及时书面通知披露方，以便披露方进行干预（但在任何情况下，应在披露之前），并尽最大努力与披露方合作，以抗辩或最小化披露范围（包括申请保护令），并将这种披露限制在有权接收保密信息的一方和法律要求的范围内。

10.3 All objects, samples, models, drawings etc. which will be handed over to Supplier remain the ownership of Ecolab.

所有将移交给供应商的物品、样品、模型、图纸等均属于艺康所有。

10.4 The confidentiality obligation shall survive the end or termination of the purchase order for a period of five (5) years.

本保密义务在采购订单结束或终止后五（5）年内仍然有效。

11. Termination

终止

11.1 Either party has the right to terminate the contract for good cause, without prior intervention by a court or arbitral tribunal being required, upon written notice of said good cause, with immediate effect or with effect as of such later date as specified in the notice. 任何一方均有权因正当理由终止本合同，而无需法院或仲裁庭的事先干预。该等终止在收到上述正当理由的书面通知后立即生效或在通知中规定的较晚日期生效。

11.2 Following events (without this list being limitative) are considered as “good cause” under this contract:

下列事件（本清单不具限制性）在本合同项下被视为“正当理由”：

(a) the failure to perform any of a party’s obligations under this contract, which failure is not cured within thirty (30) days of the other party’s written notice specifying the Event of Default; and

一方未能履行本合同规定的任何义务，且未能在另一方发出有关违约事件的书面通知后三十(30)天内补救；以及

(b) the other party becomes insolvent or enters into dissolution or liquidation, files for a petition in bankruptcy, has been declared bankrupt, has been dissolved or has filed a voluntary petition for proceedings in temporary relief of creditors, or any similar events under the laws of any competent jurisdiction.

另一方资不抵债或进入解散或清算、提出破产申请、已被宣布破产、已被解散或提交债权人临时救济程序的自愿申请，或在任何有管辖权的法律项下发生的任何类似事件。

12. Data protection

数据保护

12.1 In case the Supplier, in the course of performance of the contract, receives from Ecolab or otherwise obtains personal data related to employees, customers or partners of Ecolab (hereinafter referred as "Personal data"), Supplier commits to process (includes collect, storage, use, process, transfer, provide, disclosure, delete, etc.) Personal Data for the performance of the respective contract exclusively.

如供应商在履行合同的过程中从艺康收到或以其他方式获得与艺康员工、客户或合作伙伴有关的个人数据（以下简称“个人数据”），供应商承诺只为履行相应的合同而处理（包括收集、存储、使用、处理、转让、提供、披露、删除等）该等个人数据。

12.2 Supplier shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees need access for the performance of the contract (need-to-know-principle). Supplier shall not disclose Personal Data to any third party.

供应商应保证个人数据仅在雇员为履行合同而需要访问时（需要知道原则）才可以访问。供应商不得向任何第三方披露个人数据。

12.3 Any treatment of Personal data shall be in strict compliance with any applicable law and, including but not limited to the Personal Information Protection Law P.R.C. Supplier shall therefore ensure a level of security appropriate to the risk of misuse and loss of Personal Data. Supplier shall inform Principal in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than twenty-four (24) hours after having become aware of it.

对个人数据的任何处理应严格遵守适用法律，包括但不限于《中华人民共和国个人信息保护法》。因此，供应商应确保具备与个人数据被滥用和丢失风险相适应的安全水平。在发生个人数据泄露，特别是丢失的情况下，供应商应毫不延迟地通知委托方，不得迟于获悉该等情况后二十四（24）小时。

12.4 Under no circumstances Supplier will acquire ownership of or other proprietary rights to the Personal Data and any right of retention of the Supplier with regards to Personal Data is excluded. Upon termination of the contract, Supplier shall delete, destroy, or return Personal Data in accordance with Ecolab's instructions including any and all copies thereof.

在任何情况下，供应商均不会取得个人数据的所有权或其他专有权利，供应商就个人数据享有的任何保留权均被排除。合同终止后，供应商应按照艺康的指示删除、销毁或归还个人数据，包括其任何及所有副本。

12.5 In addition, at all time, Supplier shall allow Ecolab to rectify, erase and/or restrict the processing of the Personal Data. Supplier shall cooperate with Ecolab in responding to

the claims of the Personal Data subject, that is, according to the instructions of Ecolab, within the required period of time, and take the following measures: to access, correct, delete, withdraw the authorized consent or cancel the information or data of the relevant subject (included but not limited).

此外，供应商应始终允许艺康纠正、删除和/或限制对个人数据的处理。供应商应配合艺康，对个人数据主体的诉求作出回应，即根据艺康的指示，在规定期限内采取以下措施：访问、纠正、删除、撤销授权同意或取消相关主体（包括但不限于）的信息或数据。

12.6 In case that Supplier provides Personal Data to Ecolab, Supplier shall undertake and ensure that its access to Personal Data is legal, and that it has performed necessary compliance procedures and takes necessary technical protection measures.

如供应商向艺康提供个人数据，供应商应承诺并确保其对个人数据的访问是合法的，并已履行必要的合规程序并采取了必要的技术保护措施。

12.7 Once Ecolab learns or finds out that Supplier does not process personal information according to Ecolab 's requirements or Supplier fails to fulfill personal responsibility to protect information security, Ecolab has the right to require Supplier to immediately stop relevant actions, and or require Supplier to take effective remedial measures (such as changing the password, recycling permissions, disconnecting the network, etc.) to control or eliminate safety risks to personal information, and Ecolab has the right to terminate the contract.

一旦艺康获悉或发现供应商未按照艺康的要求处理个人信息，或供应商未履行保护信息安全的个人责任，艺康有权要求供应商立即停止相关行为，或要求供应商采取有效的补救措施（如更改密码、回收权限、断开网络等）以控制或消除个人信息的安全风险，且艺康有权终止合同。

13. Subcontractors, Assignment

分包商与转让

13.1 The assignment by Supplier of any of its rights and obligations under the contract to third parties (including but not limited to transfer of receivables or the use of subcontractors) may only take place with the consent of Ecolab granted in writing.

仅在得到艺康书面同意后，供应商方可将其在合同项下的任何权利和义务转让给第三方（包括但不限于转让应收账款或使用分包商）。

13.2 Ecolab, at its sole discretion, may assign or transfer this contract in whole or in part to any Affiliate by notice in writing.

艺康可自行决定，以书面通知方式将本合同的全部或部分转让给任何关联方。

14. Force majeure

不可抗力

14.1 Performance of any obligation under the contract may be suspended, in whole or part, by either party without liability to the extent that a Force Majeure Event, which include without any limitation act of God, war, fire, pandemic or any other occurrence

unforeseeable and beyond the reasonable control of such party, prevents, restricts or limits the performance of this contract after that party has taken every reasonable step, including reasonable expenditures of money, to remedy the impact of the event. The affected party may invoke this provision by promptly notifying the other party according to clause 14.3 below. If the parties are not able to agree on a mutually satisfactory resolution, then Ecolab has the right to terminate the contract based on article 11.

如果一方发生不可抗力事件（包括但不限于天灾、战争、火灾、大流行病或该方无法预见且超出该方合理控制的任何其他事件）阻止、限制或限定其履行本合同，在该方已采取一切合理措施（包括合理的资金支出）以补救该事件的影响后，该方可全部或部分暂停履行本合同下的任何义务，且不承担任何责任。受影响的一方可根据下文第 14.3 条及时通知另一方援引本条款。如果双方不能就双方满意的解决方案达成一致，那么艺康有权根据第 11 条终止合同。

14.2 Force Majeure Events do not include any of the following events or circumstances: (i) the mere shortage of or inability to obtain labor, equipment, materials or transportation which is not itself caused by a Force Majeure Event; (ii) the insolvency or change in economic circumstances of the affected party and (iii) change in market conditions.

不可抗力事件不包括以下任何事件或情况。(i) 非由不可抗力事件引起的人力、设备、材料或运输的短缺或无法获得；(ii) 受影响方的破产或经济状况发生变化；(iii) 市场条件的变化。

14.3 Neither party is liable for any delay in performing or failure to perform its obligations under this contract (excluding indemnification obligations and the obligation to pay undisputed invoices) if and to the extent that the delay or failure is caused by a Force Majeure Event. If a party seeks relief from its obligations to perform under this contract, it shall: (1) give prompt notice to the other party, including the following information: i) Force Majeure Event and its likely effect on the performance of obligations under this contract; ii) a good faith estimate of the duration of the Force Majeure Event; and iii) the actions being taken (or proposed to be taken) to remedy; (2) deliver any notice of allocation within forty-eight (48) hours of its declaration of a Force Majeure Event, or notifying during this notice period the impossibility to make such assessment; the parties shall in such case agree on an extension of such notice in good faith (3) make all reasonable efforts, including expenditure of money, to overcome the Force Majeure Event and to mitigate its effects; (4) if the Force Majeure Event continues, give periodic notices, including monthly allocation notices received by Ecolab no later than ten (10) business days prior to the following month, with any further frequency as directed by Ecolab. Supplier will provide all applicable allocation calculation methodology within each periodic notice. Upon Ecolab's request Supplier will provide a weekly open order report highlighting the fulfillment status of each outstanding purchase order against the allocated volumes. Ecolab has no obligation to make payments to Supplier under this contract which Supplier is unable to perform because of a Force Majeure Event.

如任何一方因不可抗力事件导致延迟履行或未能履行其在本合同下的义务（不包括赔偿义务和支付无争议发票的义务），则该方不承担任何责任。如果一方借此要求免除或顺延其在本合同项下的义务履行，则应：(1) 立即通知另一方，包括以下信

息：i) 不可抗力事件及其对履行本合同义务可能产生的影响；ii) 对不可抗力事件持续时间的善意估计；以及 iii) 正在采取（或拟采取）的补救行动；（2）在其宣布发生不可抗力事件的四十八（48）小时内交付任何分配通知，或在该通知期内通知无法进行此类评估。在这种情况下，双方应本着诚意商定延长此类通知的时间；（3）做出一切合理的努力，包括资金支出，以克服不可抗力事件并减轻其影响；（4）如果不可抗力事件继续发生，应定期发出通知，包括艺康不迟于次月前十（10）个工作日收到月度分配通知，以及按照艺康指定的任何进一步通知频率发出通知。供应商将在每个定期通知中提供所有适用的分配计算方法。根据艺康的要求，供应商将提供一份未结订单周报，显著标识出每个未结采购订单与分配数量的履行情况。对于供应商因不可抗力事件而无法履行的合同，艺康没有义务向其支付款项。

15. Shortages due to Force Majeure

不可抗力造成的短缺

15.1 If there are product shortages due to a Force Majeure Event, Supplier will allocate Product in such a manner that ensures Ecolab does not receive an allocation percentage less than any other internal or external customer. Supplier agrees that Ecolab will have access to first available Product produced within allocation period before other customers. Supplier shall, at its sole expense and with Ecolab prior approval, use all commercially reasonable efforts to provide additional material to Ecolab to make up for any shortfall in supply; including but not limited to:

如因不可抗力事件而导致产品短缺，供应商应以确保艺康收到的分配比例不低于任何其他内部或外部客户的方式分配产品供应。供应商同意，艺康将优先于其他客户获得分配期内生产的首批可用产品。供应商应自费并经艺康事先批准，利用一切商业上合理努力向艺康提供额外的材料，以弥补任何供应短缺；包括但不限于：

- Additional shifts and / or overtime of existing shifts
额外的班次和/或现有班次的超时工作
- Transfer Product Inventory from another global plant location.
从其他全球工厂转移产品库存
- Offer Feedstock substitutes to produce purchased product
提供原料替代物以生产所购产品
- Purchasing from alternative sources
从其他来源采购

15.2 For purposes of calculating Ecolab's monthly allocation during a Force Majeure Event, Supplier will apply the greater of (a) Ecolab's highest monthly purchase volume to date or (b) the monthly volume commitment(s), if any, set forth in the Agreement.

为计算艺康在不可抗力事件期间的月度分配额，供应商将采用：(a)艺康到届时为止的最高月度采购量或(b)协议中规定的月度采购量承诺（如有）中的较大数值。

15.3 If Supplier is unable to supply due for any reason or fails to communicate allocated volumes within the timeframe set forth in the contract, then Ecolab in its sole discretion, may (a) procure the Product from third parties and Supplier is required to reimburse the incremental cost of Buyer purchasing the equivalent Products elsewhere greater than the price hereunder, in connection with but not limited to material costs, over-the-road freight,

air-freight, packaging, tooling, logistics/shipping costs, (b) prorate any rebate threshold(s) to account for the delta in Product volume requested by Buyer through written purchase orders, and the Product delivered by Supplier against those purchase orders. Supplier is obligated to pay the full rebate value or percentage against the prorated threshold and/or (c) may terminate this Agreement in whole or in part. In the event of a Force Majeure event that constrains Supplier manufacturing capacity or ability to source raw material(s) for Force Majeure Impacted Product(s), the Buyer reserves the right to direct which Products, ship-to locations and packaging configurations will receive the allocated capacity or raw material(s) for production.

如供应商因任何原因无法在合同规定的时间范围内供应或未能就分配数量进行沟通, 那么艺康可自行决定: (a)从第三方采购产品, 供应商需偿还买方在其他地方购买同等产品的增量成本, 涉及但不限于材料成本、长途运费、空运运费、包装、工具、物流/运输成本, (b) 按比例计算任何返利阈值, 以反应买方通过书面采购订单要求的产品数量与供应商根据这些采购订单交付的产品之间的偏差。供应商有义务根据按比例计算的阈值支付全部回扣金额或比例, 和/或(c)可全部或部分终止本协议。如果不可抗力事件限制了供应商的制造能力或为受不可抗力影响的产品采购原材料的能力, 买方有权决定哪些产品、装运地点和包装配置将获得分配的产能或原材料。

16. Compliance, safety, environmental, health

合规、安全、环境、健康

16.1 Supplier shall diligently, efficiently, and in a highly professional manner perform the contract. The delivery of the products or performance of the services shall be performed as expeditiously as practicable in accordance with the schedule and time parameters set forth in the purchase order, but giving due regard to all necessary safety precautions and Legal Requirements. Supplier shall be responsible for the quality of the performance and the goods and material, if any, used and warrants that they will be first class in every respect and free of defects of every nature.

供应商应勤恳、高效并以高度专业的方式履行合同。产品的交付或服务的履行应根据采购订单中规定的时间表和时间参数尽可能迅速进行, 但应充分考虑到所有必要的安全预防措施和法律要求。供应商应当对履约以及所使用的产品和材料(如有)的质量负责, 并保证它们在各方面都是一流的, 无任何性质的缺陷。

16.2 Supplier of chemical shall inform Ecolab about any revision of the Safety Data Sheet of the chemical sold to Ecolab. The revised Safety Data Sheets must be sent by email to relevant purchasing colleagues of Ecolab.

化学品的供应商需及时通知艺康任何有关化学品安全数据表的变动。修订的化学品安全数据表以邮件形式发给艺康的相应采购专员或联络人。

16.3 Supplier acknowledges that many of the products produced by Ecolab are hazardous materials requiring special care. Supplier and its employees, agents, invitees, and subcontractors performing the contract (collectively, the "Personnel") shall therefore exercise extreme caution during contract execution and while being at Ecolab's facilities. Supplier shall not accept a contract that it cannot fully and safely perform in light of these

conditions. Supplier shall ensure that all Personnel are thoroughly familiar with (a) Ecolab's products, facilities, and operations guidelines, (b) the work being performed, and (c) the requirements of the Personnel's performance of the contract in compliance with the terms thereof.

供应商承认，艺康生产的许多产品属于危险材料，需要特别注意。因此，供应商及其雇员、代理人、被邀请人和履行合同的分包商（统称为“人员”）在合同履行期间及在艺康工厂时均应十分谨慎。供应商不应接受在这些条件下不能完全及安全履行的合同。供应商应确保所有人员完全熟悉（a）艺康产品、设施和操作指南，（b）正在进行的工作，以及（c）人员根据本条规定履行合同的要求。

16.4 Supplier agrees to comply with all applicable foreign, state, and local laws, rules, orders, and regulations (including but not limited to the anti-bribery and corruption laws and regulations) and, except to the extent specified otherwise in the relevant purchase order, shall obtain all required permits of the respective regulatory bodies having jurisdiction over the subject matter of this contract, the performance of the contract, and the conduct of Supplier's business (collectively, "Legal Requirements"). Supplier shall pay any and all fees, taxes, assessments, fines, penalties, and other amounts payable in respect of Supplier's compliance (or non-compliance) with Legal Requirements. Supplier and the Personnel shall comply with policies, procedures, and requirements issued by Ecolab and communicated to Supplier.

供应商同意遵守所有适用的外国、州和地方法律、法规、命令和条例(包括但不限于反贿赂和腐败的法律法规)，且，除相关采购订单另有规定外，应获得对本合同标的、合同的履行以及供应商的业务行为具有管辖权的各监管机构的所有必要许可（统称“法律要求”）。供应商应支付因其遵守（或不遵守）法律要求而应支付的任何及所有费用、税费、评估、罚款、罚金以及其他款项。供应商和人员均应遵守由艺康发布并传达给供应商的政策、程序和要求。

16.5 Upon Supplier's awareness of any incident or accident related to or arising in the performance of the contract, Supplier shall immediately provide Ecolab with an oral and written notification report of such incident or accident. Supplier shall appoint an individual as a point of contact for Ecolab to interact with, regarding information on the incident or accident. Supplier shall provide Ecolab information and update Ecolab on all material developments relating to the incident or accident, including but not limited to the status of the clean-up, developments with all regulatory agencies, copies of correspondence with all regulatory agencies, copies of pleadings, demand letters, or other correspondence, and information on claims or potential claims related to the incident or accident. In addition, Supplier shall provide Ecolab any information Ecolab requests with respect to any incident or accident, including copies of investigation reports and statements from Personnel.

在供应商得知与履行合同有关或因履行合同而产生的任何事件或事故后，供应商应立即向艺康提供有关该事件或事故的口头和书面通知报告。供应商应指定专人作为联系人，以便与艺康就该事件或事故的信息进行交流。供应商应向艺康更新与该事件或事故有关的所有重大进展，包括但不限于清理情况、与所有监管机构的进展、与所有监管机构的通信副本、诉状、请求信或其他通信的副本，以及与该事件

或事故有关的索赔或潜在索赔信息。此外，供应商应向艺康提供艺康要求的与任何事件或事故有关的任何信息，包括调查报告的副本和人员所做声明。

17. Law and jurisdiction

法律及管辖

This contract shall be exclusively governed by the laws of the People's Republic of China. The competent place of jurisdiction for all disputes between Supplier and Ecolab shall be the courts where Ecolab has its domicile.

本合同应仅适用中华人民共和国法律的管辖。供应商与艺康之间的所有争议应由艺康住所地法院管辖。