

## INDIRECT MATERIAL GENERAL PURCHASING CONDITIONS FOR SERVICES (“IMGPCS”) 间接重大服务通用采购条件 (“IMGPCS”)

FOR PURCHASE ORDERS SUBMITTED AFTER JUNE 01, 2022

适用于 2022 年 06 月 01 日之后提交的采购订单

KONGSBERG AUTOMOTIVE

康斯博格汽车

### § 1: General; Offer and Acceptance of Contract

总则；合同的要约和承诺

1.1 The attached purchase order and any other purchase order (“Purchase Order”) issued by the affiliate or subsidiary of Kongsberg Automotive ASA identified on the face of the Purchase Order (“Buyer”) is Buyer’s offer to Supplier identified on such Purchase Order and its applicable affiliates and subsidiaries (“Supplier”) to enter into an agreement for the purchase of Services described in the Purchase Order (the “Services”), and incorporates and is governed exclusively by these terms and conditions (collectively, the “Terms”). KA Group AG, a wholly owned subsidiary of Kongsberg Automotive ASA, is the headquarter of the group, and acts as central coordinator, managing capacity and volume allocation amongst the group companies, managing purchasing functions and logistics and further; supporting sales & marketing efforts.

随附的采购订单以及采购订单上所列的 Kongsberg Automotive ASA 的关联公司或子公司 (“买方”) 所发出的任何其他采购订单 (“采购订单”) 是买方向该等采购订单上所列的供应商及其相关关联公司和子公司 (“供应商”) 发出的就购买采购订单中所列服务 (“服务”) 达成协议的要约，包含了所涉及的条款与条件 (合称为 “条款”) 并受其排他性管辖。KA Group AG 为 Kongsberg Automotive ASA 的全资子公司，是集团的总部，并担任中央协调机构、管理集团公司之间的产能和数量分配、管理采购部门和物流以及支持销售和营销活动。

KA Group AG is the Buyer, unless a different company of the group acts as the Buyer in the Purchase Order. For the avoidance of doubt, the payment obligation of each Buyer affiliate under these Terms is several and not joint and each Buyer affiliate shall be liable only for its payment obligation (and not those of the other Buyer affiliates) under these Terms.

KA Group AG 为买方，除非在采购订单中另有一家不同的集团公司作为买方。为避免疑问，各买方关联公司在本条款下的付款义务是单独而非连带的，且各买方关联公司应仅对其在本条款下的付款义务 (而非其他买方关联公司的付款义务) 负责。

1.2 The Purchase Order supersedes all prior or contemporaneous agreements, orders, quotations, proposals and other communications, terms or conditions between Buyer and Supplier regarding the Services, and the Purchase Order does not constitute an acceptance of any offer or proposal made by Supplier. Any Supplier quotation, proposal, response, Sales conditions, counter offer or similar undertaking relating to the Services or otherwise is expressly rejected and

is replaced in its entirety by the offer made through the Purchase Order. Notwithstanding the foregoing, the terms and conditions set forth in Buyer’s request for quotation shall be incorporated by reference herein. In case of any conflict between a provision of an Purchase Order and a provision of the present Terms, the latter shall prevail.

采购订单取代买方和供应商之间关于服务的所有先前或同时的协议、订单、报价、建议和其他沟通、条款或条件，且采购订单不构成对供应商任何要约或报价的承诺。与服务或其他有关的任何供应商报价、建议、答复、销售条件、反要约或类似承诺均被明确拒绝，并完全被通过采购订单发出的要约所取代。尽管有上述规定，买方的报价请求中所列的条款和条件应通过引用纳入本条款和条件。若采购订单中的条款与本条款中的条款有任何冲突，应以本条款为准。

1.3 Supplier has read, understands and fully accepts the Purchase Order and these accompanying Terms, and a binding contract shall be deemed to have been created upon Supplier doing any one of the following: (a) commencing any work under the Purchase Order, (b) accepting the Purchase Order in writing or otherwise, or (c) undertaking any other conduct that recognizes the existence of a contract with respect to the subject matter of the Purchase Order (the “Commencement Date”).

供应商已阅读、理解并完全接受采购订单和本随附条款，且供应商采取以下任何一种行为应被视为已经建立了有约束力的合同：(a) 开始采购订单项下的任何工作，(b) 以书面或其他方式接受采购订单，或 (c) 采取任何其他认可与采购订单项下标的有关的合同存在的行为 (“开始日”)。

### § 2: Charges and Payment

费用和付款

2.1 The charges for the Services shall be set out in the Purchase Order and shall be the full and exclusive remuneration of Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Buyer, the charges shall include every cost and expense of Supplier directly or indirectly incurred in connection with the performance of the Services.

服务收费应在采购订单中规定，且应为就服务的履行向供应商收取的全部和唯一报酬。除非买方另行书面同意，费用应包括供应商直接或间接发生的与履行服务相关的每项费用和支出。

2.2 Supplier shall invoice Buyer on completion of the Services. Each invoice shall include such supporting information required by Buyer to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number.

供应商应在服务完成时向买方开具发票。每份发票应包括买方要求的支持性信息，以核实发票的准确性，包括但不限于相关的采购订单编号。

- 2.3 Unless otherwise specified on the Purchase Order, Buyer shall pay the invoiced amounts within thirty (30) days after receipt of the invoice to a bank account nominated in writing by the Supplier.

除非采购订单另有规定，买方应在收到发票后三十（30）日内将发票金额支付至供应商书面指定的银行账户。

- 2.4 All amounts payable by Buyer under the Purchase Order are exclusive of amounts in respect of value added tax chargeable for the time being (VAT).

买方在采购订单项下应付的所有金额不包括届时应征收的增值税（VAT）金额。

- 2.5 Buyer may at any time, without notice to Supplier, set off any liability of Supplier to Buyer against any liability of Buyer to Supplier. Any exercise by Buyer of its rights under this article shall not limit or affect any other rights or remedies available to it under the Purchase Order or these Terms or otherwise.

买方可在不通知供应商的情况下随时将供应商对买方承担的任何责任与买方对供应商承担的任何责任相抵销。买方向本条项下的任何权利不得限制或影响其在采购订单或本条款或其他文件项下可获得的任何其他权利或救济。

- 2.6 The Supplier is solely responsible for ensuring that all taxes and charges for itself and its Personnel as well as, if applicable, any other personnel or Subcontractors engaged to carry out the Services is paid in accordance with applicable laws and collective agreements.

供应商独自负责确保其自身、其人员以及为履行服务而聘用的任何其他人员或分包商（如适用）的所有税款和费用根据适用法律和雇佣合同进行支付。

- 2.7 Compensation for travel, board and lodging shall be paid only if the appropriate Kongsberg manager has approved the journey in connection with the Services. The Kongsberg manager who authorizes the journey shall also stipulate the method of transport and the standard of board and lodging. Only in the case where the relevant Kongsberg manager has approved the journey in connection with the Services, shall the Buyer be entitled to reimbursement of travel and accommodation expenses. Approval of the journey by the Kongsberg manager shall also stipulate the method of transport and the standard of board and lodging.

只有在康斯博格的相关经理已批准与服务有关的旅程的情况下，方可支付差旅和食宿费用。批准该旅程的康斯博格经理还应确定交通方式和食宿标准。

- 2.8 Tickets and travel allowances shall be dealt with in accordance with the applicable travel regulations for external services issued by Kongsberg.

机票和差旅津贴应根据康斯博格发布的适用于外部服务的差旅规定处理。

### § 3: Performance of the Services and Delay 服务的履行和延误

- 3.1 Supplier shall from the date set in the Purchase Order and for the duration of the Purchase Order provide the Services to Buyer in accordance with the terms of the Purchase Order. Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to Supplier by Buyer and time is of the essence in relation to any of those performance dates.

自采购订单所载日期起，供应商应在采购订单有效期内根据采购订单的条款向买方提供服务。供应商应遵守采购订单规定的或买方通知供应商的服务履行期，对该等服务履行期而言，时间是至关重要的。

- 3.2 If Supplier fails to perform the Services by the applicable dates, Buyer shall, without limiting its other rights or remedies, have one or more of the following rights: (a) to terminate the Purchase Order with immediate effect by giving written notice to Supplier; (b) to refuse to accept any subsequent performance of the Services which Supplier attempts to make; (c) to recover from Supplier any costs and expenses incurred by Buyer in obtaining substitute Services from a third party; (d) where Buyer has paid in advance for the Services that have not been provided by Supplier, to have such sums refunded by Supplier; or (e) to claim damages for any additional costs, loss or expenses incurred by Buyer which are in any way attributable to Supplier's failure to meet such dates.

如果供应商未能在适用日期履行服务，买方应在不限制其其他权利或救济的情况下享有以下一项或多项权利：（a）向供应商发出书面通知，终止采购订单，即时生效；（b）拒绝接受供应商试图履行的任何后续服务；（c）从供应商处获得买方因从第三方获得替代服务而产生的任何成本和费用；（d）如果买方已为供应商尚未提供的服务支付了预付款，则要求供应商退还该等金额；或（e）就以任何方式归因于供应商未能遵守该等日期而使买方产生的任何额外成本、损失或费用主张损害赔偿。

- 3.3 Buyer's rights under the Purchase Order are in addition to its rights and remedies implied by statute and law.

买方在采购订单项下的权利是对法规和律所默许权利和救济的补充。

### § 4: Changes 变更

- 4.1 Buyer is entitled to request changes to the Services, and Supplier is obliged to implement these changes, provided that the changes fall within what the parties could reasonably have expected at the time of entering into the agreement. Such changes may include, but are not limited to, changes to the scope of the Services, changes of the technical specifications, a temporary halt to the Services, and changes in relation to dates or deadlines.

买方有权要求对服务进行变更，且供应商有义务执行这些变更，但前提是该等变更在双方在签订协议时的合理预期范围内。该等变更可包括但不限于服务范围的变更、技术规范的变更、服务的临时中止以及有关日期或截止期限的变更。

- 4.2 If Supplier wishes to invoke the notified changes as grounds for changing the agreed price or delivery dates, it must notify Buyer in writing and obtain its approval before implementing the change. If Supplier fails to do so, it forfeits the right to later claim the change as the basis for a price increase or an extension of the progress schedule.

如果供应商希望援引已通知的变更作为变更约定价格或交付日期的理由，其必须在执行该等变更前书面通知买方并获得买方批准。如果供应商未能这样做，其将丧失以后要求将该变更作为价格提高或进度延长的依据的权利。

- 4.3 Compensation for changes shall be in accordance with the original price level and profit margin in the Purchase Order. If the changes result in savings on Supplier's part, this shall automatically be credited to Buyer.

变更的补偿应与采购订单中的原始价格水平和利润率一致。如果变更使供应商节省了费用，节省费用的利益归于买方。

- 4.4 If the parties disagree on the price-related effects of a change, Supplier shall nonetheless implement the changes

without waiting for the dispute to be finally resolved if Buyer so requests.

如果双方对变更导致的价格方面的相关影响意见不一致的，经买方要求，供应商仍应执行该等变更，而不应等待争议最终解决。

## § 5: Warranties

### 保证

- 5.1 In providing the Services, Supplier warrants and represents that it shall: (a) perform the Services with the best care, skill and diligence in accordance with best practice in Supplier's industry, profession or trade; (b) be duly qualified to perform the Services and have all necessary trade and other permits and licenses; (c) use personnel who is suitably skilled and experienced to perform the assigned tasks, and in sufficient number to ensure that Supplier's obligations are fulfilled in accordance with the Purchase Order; (d) ensure that the Services conform with all descriptions and specifications set out in the Purchase Order or otherwise notified to Supplier by Buyer in writing; (e) comply with all applicable laws, statutes, regulations from time to time in force, and Buyer's policies notified to Supplier and/or available at [http://www.kongsbergautomotive.com/for\\_suppliers/](http://www.kongsbergautomotive.com/for_suppliers/); and (f) observe all health and safety rules and regulations and any other security requirements that apply at any of Buyer's premises.

在提供服务时，供应商保证并陈述其应：（a）根据其所在行业、专业或交易的最好做法，以最大程度的谨慎、技能和勤奋履行服务；（b）具有履行服务的充分资格，并拥有所有必要的交易及其他许可和执照；（c）使用具有适当技能和经验的员工执行分配的任务，并有足够数量的人员确保供应商根据采购订单的规定履行义务；（d）确保服务符合采购订单中规定的或买方以书面形式通知供应商的所有描述和规格；（e）遵守不时生效的所有适用法律、法规和规定，以及买方通知供应商的和/或 [http://kongsbergautomotive.com/for\\_suppliers/](http://kongsbergautomotive.com/for_suppliers/) 公布的政策；以及（f）遵守所有适用于买方场所的健康和安全规则和规定以及任何其他安全要求。

- 5.2 Buyer shall submit a written complaint within a reasonable period if a defect in the Services is discovered, no later, however, than 24 months after the Services are completed. If Buyer submits a complaint, Supplier shall immediately rectify the defect for its own account. The rectification work may be postponed if Buyer has reasonable grounds for requesting such postponement. If Supplier does not rectify the defect within a reasonable period, Buyer is entitled, either itself or using others, to carry out repairs for Supplier's account and risk. If Supplier does not rectify the defect within a reasonable period or does not rectify the defect in full, Buyer can demand a proportional price reduction. Buyer may terminate the Purchase Order if the defect entails material breach of contract.

如果发现服务中的缺陷，买方应在合理期限内提交书面投诉，但不得迟于服务完成后 24 个月。如果买方提交投诉，供应商应立即自费纠正该等缺陷。如果买方有合理的理由要求延期，则整改工作可以延期。如果供应商未在合理期限内纠正缺陷，买方有权自行或委托他人进行修理，费用和风险由供应商承担。如果供应商未在合理期限内纠正缺陷或未全部纠正缺陷，买方有权要求相应比例的降价。如果该等缺陷导致供应商严重违约，买方有权终止采购订单。

## § 6: Indemnity

### 赔偿

- 6.1 Supplier shall keep Buyer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by Buyer as a result of or in connection with: (a) any claim brought against Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; (b) any claim made against Buyer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Purchase Order by Supplier, its employees, agents or subcontractors; and (c) any breach of any representations or warranties given by Supplier hereunder.

供应商应赔偿买方因以下事项或与以下事项相关而遭受或发生的所有责任、成本、费用、损害和损失（包括但不限于任何直接、间接或结果性损失、利润损失、声誉损失和所有利息、罚款和法律费用以及所有其他合理的专业成本和费用）：

（a）因接收、使用或提供服务而实际或声称侵犯第三方知识产权而向买方提起的任何索赔，且该等索赔可归因于供应商、其雇员、代理或分包商的作为或不作为；（b）第三方因提供服务而对买方提出的或与之相关的任何索赔，且该等索赔可归因于供应商、其雇员、代理或分包商的违反、过失履行、未能或延迟履行采购订单；以及（c）供应商违反其在本协议项下作出的任何陈述或保证。

- 6.2 This article 6 shall survive termination or expiry of the Purchase Order.

本第 6 条应在采购订单终止或到期后继续有效。

## § 7: Term and Termination

### 期限和终止

- 7.1 The Purchase Order is effective as of the Commencement Date and remains effective for twelve (12) months thereafter (the "Initial Term"). At the end of the Initial Term, unless either party has notified the other party in writing at least six (6) months prior to the last day of that term that it wishes to terminate the Purchase Order (in which case the Purchase Order terminates at the end of the Initial Term), the Purchase Order extends automatically by a further period of twelve (12) months and thereafter shall continue to be automatically extended by further periods of twelve (12) months, until terminated in accordance with the other articles of these Terms or upon written notice served at least six (6) months prior to the end of the then current period of the Purchase Order.

采购订单自开始日起生效，并在其后的十二（12）个月内保持有效（“初始期限”）。在初始期限结束时，除非任何一方在该期限的最后一日前至少六（6）个月书面通知另一方其希望终止该采购订单（在此情况下，采购订单在初始期限结束时终止），采购订单自动延长十二（12）个月，并在其后继续自动延长十二（12）个月，直至根据本条款的其他条

款或在届时采购订单期限结束前至少六（6）个月发出书面通知终止。

- 7.2 Buyer may terminate immediately all or any part of each Purchase Order, without any liability to Supplier and Supplier shall reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including without limitation attorney's and other professional fees, if the Supplier: (a) repudiates, breaches or threatens to breach any of the terms of the Purchase Order, provided that Supplier is unable to remedy that breach within five (5) Days of written notice from Buyer; (b) fails or threatens not to complete the Services in connection with the Purchase Order; (c) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper performance of the Services; (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the performance of the Services for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Supplier; or (e) becomes insolvent, set under receivership or bankruptcy or insolvency proceedings of any nature are commenced in relation to Supplier.

买方可以立即终止每一份采购订单的全部或任何部分，且不对供应商承担任何责任，且供应商应赔偿买方因下列任何一项而产生的所有费用，包括但不限于律师费和其他专业费用，如果供应商：（a）拒绝、违反或威胁违反采购订单的任何条款，且供应商不能在买方书面通知后五（5）日内补救该违约行为；（b）不能或威胁不能完成采购订单相关的服务；（c）未能取得进展或满足合理的质量要求，从而危及服务的及时和适当履行；（d）参与或要约参与包括出售其用于为买方履行服务的大部分资产的或会导致供应商控制权变更的兼并、出售或股票或其他股权交换的交易；或（e）资不抵债、被置于接管或破产中，或就供应商启动任何性质的破产程序。

- 7.3 Buyer may terminate the Purchase Order at any time for convenience, and without incurring liability towards Supplier, by providing Supplier with three (3) months prior written notice.

买方可随时终止采购订单而无需为此向供应商承担任何责任，但需提前三（3）个月书面通知供应商。

## § 8: Confidentiality

### 保密

- 8.1 Each party undertakes that it shall not at any time during the Purchase Order, and for a period of five (5) years after termination of the Purchase Order, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this article 8.

双方承诺，在采购订单期间的任何时间内，以及采购订单终止后的五（5）年内，其均不得向任何人披露与另一方业务、事务、顾客、客户或供应商相关的保密信息，但第 8 条允许的除外。

- 8.2 Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Purchase Order. Each party shall ensure that its employees, officers, representatives, subcontractors

or advisers to whom it discloses the other party's confidential information comply with this article; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

任何一方可披露另一方的保密信息：（a）至为履行该方在采购订单项下义务之目的而需要知晓该等信息的其雇员、管理人员、代表、分包商或顾问。该方应确保其向其披露另一方保密信息的雇员、管理人员、代表、分包商或顾问遵守本条规定；以及（b）根据法律、有管辖权的法院或任何政府或监管机构的要求。

- 8.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Purchase Order.

任何一方均不得将另一方的保密信息用于履行其在采购订单项下义务之外的任何其他目的。

## § 9: Data Protection

### 数据保护

- 9.1 The Supplier acknowledges that both parties are separate data controllers for the personal data processed under this Agreement, and that this does not give rise to a joint controller relationship. Each Party commits to comply with all applicable privacy and data protection laws, including the General Data Protection Regulation 2016/679 ("GDPR", and any laws implementing, supplementing or replacing the aforementioned regulations. If there is a controller – processor relationship, then the parties will execute a separate data processing agreement. The definition of "controller" and "processor" is contained in Art. 4 GDPR.

供应商承认，对于本协议项下处理的个人数据，双方是独立的数据控制者，并不构成共同控制者关系。每一方承诺遵守所有适用的隐私和数据保护法律，包括《通用数据保护条例 2016/679》（“GDPR”），以及任何实施、补充或替代上述法规的法律。如果存在控制者与处理者的关系，则双方将另行签署一份单独的数据处理协议。“控制者”和“处理者”的定义参见 GDPR 的第 4 条。

## § 10: No Partnership

### 无合伙关系

- 10.1 Supplier is an independent, non-exclusive contractor when providing the Services to Buyer, and nothing in the Purchase Order or the content of the Services shall be construed as an employee and employer relationship between the parties. Supplier shall indemnify and hold Buyer harmless from and against (a) any income, wage and other taxes as well as social security premiums payable in connection with the involvement by Supplier or any of its agents or subcontractors of any employees, agents or other persons in the performance of the Services; and (b) any claims by any such persons based on any alleged employment relationship between such persons and Buyer.

供应商为买方提供服务时为独立、非排他的承包商，采购订单或服务内容中的任何内容均不应解释为双方之间的雇员和雇主关系。供应商应赔偿买方，并使其免于（a）因供应商或其任何代理或分包商的任何雇员、代理或其他人员参与履行服务而应缴纳的任何收入、工资及其他税款和社会保险费；及（b）任何该等人员基于该等人员和买方之间任何声称的雇佣关系而提出的任何索赔。

## § 11. Governing Law and Jurisdiction

### 适用法律和管辖权

11.1 The Purchase Order and the Terms shall be exclusively governed by the laws of the country where the Buyer is domiciled.

采购订单和本条款应受买方所在国法律排他管辖。

11.2 Each of the parties irrevocably agrees that the courts where the Buyer is domiciled shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with the Purchase Order or these Terms or its formation or validity.

各方不可撤销地同意，买方所在国法院应具有排他性管辖权，审理并判决任何因采购订单、本条款或其成立或有效性引起的或与之有关的诉讼、行为或程序，及/或任何争议的解决。

## § 12. General/Miscellaneous

### 一般规定/其他

12.1 No amendment, modification, termination or waiver of any provision of these Terms or of any Purchase Order, and no consent to any departure by either party therefrom, shall under any circumstances be effective unless the same shall be in writing and signed by both parties, which must include the signature of an authorized representative of Buyer, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Supplier in any event, case or occurrence, shall of itself entitle Supplier to any other or further notice or demand in any similar or other circumstances.

对本条款或采购订单的任何规定的修改、修改、终止或放弃，以及任何一方对背离该等规定的同意，在任何情况下均无效，除非采用书面形式，并由双方签署，其中必须包括买方授权代表的签字，且该等放弃或同意仅适用于在特定情形下所规定的特定目的。在任何情况下，买方向供应商发出的通知或要求本身并不授权供应商可在任何类似或其他情况下享有通知中的权益。

12.2 If any provision hereof or any part provision is or is held by any competent court or authority to be invalid or unenforceable, such provision or part provision will be deemed severed and omitted, the remaining portions hereof continuing in full force and effect. If required, Buyer and Supplier shall replace such invalid or unenforceable provision with a valid and enforceable provision having similar economic consequences, provided that the content of the Terms is not materially altered.

如果本条款的任何规定或任何部分的规定被任何有管辖权的法院或机关认定为无效或不可执行，该规定或部分的规定将视为被剔除，其他部分将继续保持完全的效力和作用。如有必要，买方和供应商应以具有类似经济后果的有效和可执行的规定取代该无效或不可执行的规定，条件是本条款的内容不能被实质性地改变。

12.3 No course of dealings between Supplier and Buyer or any delay or omission of Buyer to exercise any right or remedy granted under these Terms shall operate as a waiver of such rights, and every right and remedy of Buyer provided herein shall be cumulative, concurrent and in addition to any other further rights and remedies available at law or in equity.

供应商和买方之间的交易过程或买方延迟或未能行使本条款下授予的任何权利或救济，不应被视为放弃该等权利，本条款规定的买方的每一权利和救济应是累积的、同时的，并作为法律或衡平法下任何其他进一步权利和救济的补充。

12.4 Supplier shall not assign the benefit or the burden of any Purchase Order, in whole or in part to any third party without the prior written consent of Buyer.

未经买方事先书面同意，供应商不得将任何采购订单的利益或义务全部或部分转让给任何第三方。

12.5 Buyer is, upon notice to Supplier, entitled to assign, transfer, or delegate, in whole or in part, any of its rights and obligations under the Purchase Order to any third party.

买方在通知供应商后，有权向任何第三方转让、转移或委托其在采购订单下的全部或部分权利和义务。

12.6 The Terms are written in English and translated into Chinese. In case of any discrepancy, the English version shall prevail.

本条款以英文与中文书就。如中英文不一致的，以英文为准。