

## PM China Purchase Order General Terms and Conditions

### 菲莫中国采购订单通用条款

#### 1. Application 应用

These conditions shall be incorporated into the contract between the Seller and the Buyer for the supply of the goods or services specified in the Order (the “Deliverables”) and shall prevail over any terms or conditions contained in the Seller’s acceptance or the Order or elsewhere or implied by trade, custom or course of dealing. These Conditions and the Order itself constitute the entire agreement of the Seller and the Buyer (“this Contract”) and shall not be modified or varied in any way except with the prior written approval of the Buyer.

本条款应列入卖方和买方之间订立的关于供应本订单内所指定货物或服务（“交付物”）的合同，且本条款应优先于本订单卖方接受函或它处所包含的任何条款，以及行业、海关或交易过程所隐含的任何条款。本条款和本订单本身构成卖方和买方的整个协议（“本合同”），除非买方事先书面同意，否则不得以任何方式加以修改或改变。

#### 2. Acceptance 接受

The Seller is deemed to accept and acknowledge the Order and the conditions, whichever is earlier, (a) by signing and returning the Order (either on paper or electronically (e.g. e-mail)); or (b) by delivering any the Goods or performing the Services under this Contract.

当卖方（a）签署并回传订单（纸质或电子形式（例如：电子邮件））；（b）将本合同项下的任何货物交付或履行服务时，将视为其已接受并了解订单及一般条款（以较早者为准）。

#### 3. Quality, Quantity and Specifications 质量、数量和规格

3.1 The goods shall be (a) of the quality, quantity, description and specifications as stated in the Order, (b) free from all defects in title, design, workmanship, materials, quality, hygiene and safety etc.,(c) free from all liens and encumbrances, and (d) merchantable quality.

货物应 (a) 符合本订单所述的质量、数量、描述和规格，(b) 在所有权、设计、工艺和材料上均无缺陷且在质量、卫生、安全等方面不存在任何瑕疵，(c) 无任何留置权和抵押权，及 (d) 有适销的质量。

3.2 The Seller shall provide the services in a professional, workmanlike, and timely manner. The services shall be (a) in accordance with the Order, the conditions and all instructions raised by Buyer, (b) in compliance with the national standards and industrial standards (whichever are higher) and free from any defects in quality, hygiene and safety, (c) provided by qualified professional personnel with statutory or industrial qualifications. The Seller shall present all work product in a form and manner acceptable to the Buyer.

卖方应以专业、熟练及及时之方式提供服务。服务应 (a) 符合本订单、本条款及买方提出的所有指示，(b) 不低于国家标准或行业标准中的最高标准，且在质量、卫生、安全等方面不存在任何瑕疵，(c) 由具备法定或行业通行资质的合格专业人士提供。卖方应以买方可接受的形式和方式交付所有工作成果。

If the services fail to comply with the provisions of this Contract, the Buyer may(without prejudice to any other rights it may have): (a) request the Seller to perform at the Seller's sole expense, such corrective or additional services as may be necessary to remedy such failure; (b) refuse to accept any subsequent performance of the services which the Seller attempts to make; (c) terminate this Contract in whole or in part without liability to the Buyer; (d) purchase substitute services from another supplier; (e) hold the Seller accountable for any loss and additional costs incurred; and (f) have the Seller refund all sums that the Buyer previously paid the Seller under this Contract.

若服务不符合本合同之规定，买方得（在不影响其拥有之任何其他权利之情况下）：(a) 要求卖方自行承担费用采取一切补正或额外服务以完成履约；(b) 拒绝接受卖方试图提供的后续服务；(c) 全部或部分终止本合同且买方无任何责任；(d) 自其他供应商处取得替代服务；(e) 由卖方负担任何损失及额外费用；(f) 退还买方依本合同已向卖方支付的所有款项。

#### 4. Packing(apply to goods) 包装（适用于货物）

The goods shall be packaged, marked and delivered at the Seller's expense in accordance with the Order. Unless otherwise agreed in writing between the Seller and the Buyer no charge will be made by the Seller for packing, crating, drayage, demurrage or storage without the Buyer's written permission.

应由卖方按照本订单自费地包装、标记和交付货物。除非卖方和买方另外书面约定，否则未经买方书面许可，卖方的包装、装箱、拖运、滞期或贮存将不收费。

#### 5. Delivery, Title and Risk(apply to goods) 交付、所有权和风险（适用于货物）

Unless otherwise specified in the Order, for any Goods that cross international borders for delivery, the goods shall be sent Delivered Duty Paid at the Buyer's premises (International Rules for the Interpretation of Trade Terms 2020) in accordance with the Buyer's instructions. The goods shall comply in all respects with Clause 3 hereof. The Seller shall bear the risk of loss of or damage to the goods until the goods shall be so delivered. Title to and risk in the goods shall pass to the Buyer on delivery of the goods in accordance with the Order and these Conditions, without prejudice to any right of rejection which may accrue to the Buyer under the Order and these Conditions or otherwise.

除非本订单另有规定外，若涉及跨境交付的货物，则应按照买方指示在买方地点完税交付货物(“DDP”)（《2020年国际贸易术语解释通则》）。货物应在各方面遵守本条款第3条约定。卖方应承担货物损毁的风险，直至货物交付买方为止。一旦按本订单和本条款交付货物，则对货物的所有权和其蕴含的风险应转移给买方，同时此交付不影响任何拒收权，按本订单和本条款或其他要求，此权利可归于买方。

#### 6. Rejection(apply to goods) 拒收（适用于货物）

6.1 Delivery of the goods must be effected within the time stated in the Order unless extended by subsequent written agreement between the Seller and the Buyer. In addition to and without prejudice to other legal remedies available to the Buyer, the Buyer reserves the right to cancel the Order without liability if any portion thereof is not fulfilled within the time specified in the Order. Time is of the essence in respect of the Order. **Except for Force Majeure the Buyer is**

**entitled to claim a daily penalty of [5] ‰ of the Order amount against the Seller for late delivery.**

货物交付必须在本订单所述时间内完成，除非卖方和买方随后书面约定延期。除了对买方的其他法律救济外（且不对买方的其他法律救济造成影响），买方保留在卖方未按时履约时取消订单的权利，只要在规定的时间内此述货物有任何部分未交付，买方都有权不负任何责任地取消本订单。就本订单而言，时间至关重要。**除发生不可抗力外，卖方逾期交货的，每逾期一（1）天，买方有权按订单总金额的千分之五（5‰）要求卖方支付迟延履行违约金。**

6.2 The goods shall be received by the Buyer subject to the Buyer's inspection and right of rejection. If the goods are defective or any part thereof do not comply with the terms of these Conditions and/or delivery or shipment of the goods is not made as specified in the Order or these Conditions, the Buyer may reject the goods or any part thereof without liability and without prejudice to any other legal remedies available to the Buyer by giving notice of rejection to the Seller. The Buyer is also entitled to require the Seller to replace or repair some or all of the Goods at the Seller's expense. The Seller shall forthwith refund to the Buyer any payment made by the Buyer for the goods rejected without prejudice to any other legal remedy to which the Buyer may be entitled. If instructions are not received by the Buyer from the Seller within fifteen (15) days after notice of rejection, the goods shall be made available for collection at the Seller's expense. Goods returned as defective shall only be replaced with the Buyer's written permission.

货物在接收时应由买方检查，并且买方有拒收权。若货物有瑕疵或其任何部分不符合本条款，并且/或者货物的交付或发运未按本订单或本条款的规定进行，则买方可向卖方发出拒收通知，免责拒收该货物或其任何部分，且此拒收行为不影响对买方的任何其他法律救济。买方亦有权要求卖方更换或修理部分或全部货物，且费用由卖方承担。对于拒收的货物，卖方应立即向买方退回买方已支付的任何款项，并且这不应对买方有权享有的任何其他法律救济构成影响。若拒收通知后的十五（15）日内，买方未收到卖方的指示，则应由卖方自费办理货物的托收。如货物因缺陷而退回，则在买方书面许可后，方可替换。

6.3 The Buyer may refuse delivery of any goods delivered in excess of the amount specified in the Order and if it refuses such delivery shall make available such goods to the Seller at the Seller's expense.

若发货量超过本订单的规定，则买方可拒绝该货物的交付。在此情况下，买方应将这些货物提供给卖方，但费用由卖方承担。

## 7. Price 价格

7.1 The price specified in the Order constitutes the maximum amount payable by the Buyer and the Order shall not be invoiced at any price higher than that shown on the Order without the written agreement of the Buyer. In the event that subsequent to the acceptance of the Order and before shipment thereof the Seller shall reduce the price of any Deliverables of a kind or character substantially the same as the Deliverables or any part thereof, any such reduced price shall supersede and be deemed to be substituted for the price of the Deliverables or the relevant part thereof.

本订单规定的价格构成买方应付的最大金额，且未经买方书面同意，本订单的开票金额不

得高于该订单上的显示价。对于此述交付物或其任何部分，倘若卖方在接受本订单之后和按订单发运之前应降低在实质上具有相同种类和特性的交付物价格，则任何此等更低价格应替代且被视为代替本交付物或其相关部分的价格。

7.2 When the Buyer has accepted the Goods or the Services, the Seller shall promptly deliver to the Buyer an invoice in complies with the Buyer's requirements for invoicing. The Buyer shall pay the Seller's invoice in accordance with the Order (and provided it complies with the above requirements). Should the Seller fail to comply with its obligations under this Contract, the Buyer reserves the right to suspend payment in whole or in part. Neither payment for the goods nor delivery of the goods by the Seller shall constitute acceptance of the Deliverables by the Buyer.

买方对货物或服务验收合格后，卖方应及时向买方提供符合买方要求的发票。买方应根据本订单规定的付款期限向卖方付款（前提是交付物和发票符合前述要求）。若卖方未履行本合同项下的义务，则买方有权中止全部或部分付款。无论是货款支付还是卖方交付货物均不应被当成买方对交付物的接受。

7.3 The Seller shall pay for all taxes and expenses related to the sales of Deliverables involved in the Order.

与本订单所包含的交付物销售有关的全部税费应由卖方承担。

## 8. Representation and Warranty 陈述与保证

8.1 The Seller hereby represents and warrants that the Deliverables do not infringe upon any third party's legitimate rights and interests including but not limited to intellectual property rights.

卖方保证提供给买方的交付物未侵犯任何第三方的合法权益，包括但不限于知识产权。

8.2 If a third party raises a claim that the Deliverables infringe upon its rights, the Seller shall be responsible for handling relevant matters requested by the Buyer and indemnify the Buyer against all losses including but not limited to claims raised by such third party, administrative penalties, attorney's fees, litigation or arbitration fees.

若买方因卖方提供的交付物遭到第三方关于侵犯其权利的指控，卖方应负责按买方要求处理相关事宜，并赔偿买方因此遭受的任何损失，包括但不限于第三方索赔、行政处罚、律师费、诉讼或仲裁费用等。

**8.3 The Seller represents that neither it, nor any of its affiliates (nor any director, officer or to its knowledge, employee of it or any of its affiliates) nor any of its agents, is a person, or is owned or controlled by a person that is (i) the subject of any Sanctions; (ii) engaged in any activities that could trigger a designation under the Sanctions administered by the relevant authorities or (iii) employs, uses, procures or subcontracts any workers or labour originating from or attributable to North Korea. Sanctions means any economic or financial sanctions or trade embargoes implemented, administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Departments of State or Commerce or any other US government authority, the United Nations Security Council, the European Union, Switzerland or other such Sanctions authority in a jurisdiction of relevance to this Contract.**

卖方保证卖方及其关联企业（任何董事、管理人员或据其所知的供应商或任何关联企业的雇员）或其任何代理商不是以下实体或被以下实体所有或控制：(i)任何被制裁的对象；(ii)参与任何可能会触发相关制裁监管机构认定的活动；或(iii) 雇佣，使用，采购或分包任何来自或归属于北朝鲜的员工或劳动力。制裁是指任何由美国财政部海外资产控制办公室、美国国务院或商务部或任何其他美国政府机构，联合国安理会，欧盟，瑞士或其他与本合同有关的司法管辖区的制裁监管机构管理或执行的经济或金融制裁或执行的贸易禁运。

8.4 In connection with and throughout the course of the Order, the Seller shall comply with all applicable laws and regulations including but not limited to those pertaining to anti-corruption, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and anti-money laundering, as well as any policies and codes of business conduct of which the Buyer notifies the Seller.

卖方在履行订单过程中，应当遵守包括但不限于诸如《美国海外反腐败法》和《英国反贿赂法案》的反腐败以及反洗钱等方面适用的所有法律法规及买方告知卖方之任何商业行为准则及规范。

8.5 The Seller acknowledges and agrees to implementation and comply with, Philip Morris International's Responsible Sourcing Principles ("RSP") in supplying all the services and goods. (For details, see the detailed Responsible Sourcing Principle available at [Responsible sourcing | PMI - Philip Morris International](#)).

卖方确认并同意在提供所有服务和货物时执行和遵守菲利普莫里斯国际公司负责任采购原则（“RSP”），详见[负责任采购原则](#)。

8.6 The Seller acknowledges that its breach of any of the foregoing will constitute grounds for termination of the Order and the Seller shall compensate the Buyer for all losses incurred by the Buyer.

卖方同意违反上述陈述与保证，买方有权终止本订单并要求卖方赔偿由此导致的全部损失。

## 9. Indemnity and liability for breach of contracts 赔偿和违约责任

9.1 The Seller will indemnify and hold harmless the Buyer, its officers, directors, agents, employees and subcontractors from claims, liabilities, losses, damage and expenses suffered or incurred by the Buyer, its officers, directors, agents, employees or subcontractors including but not limited to legal fees, arising from or caused by any act or omission of the Seller, or its officers, directors, agents, employees or subcontractors (a) through injury to the Buyer's and/or the Seller's officers, directors, agents, employees or subcontractors or to the Buyer's or its officers, agents, employees or subcontractors' property, or (b) by reason of any actual or alleged trademark, copyright, patent, trade secret or other intellectual property rights infringement, or (c) by reason of the Seller's failure to deliver the Deliverables in accordance with the Buyer's instructions, or (d) otherwise occurring as a result of any breach by the Seller of the Order and/or these Conditions.

若由卖方或其管理人员、董事、代理人、雇员和分包商的任何行为或疏忽而导致以下情况，并进而造成或引致索赔、债务、损失、损害及开支，包括但不限于律师费，则卖方应补偿并保障买方及其董事、管理人员、代理人、雇员和分包商免受损害：(a) 对买方和/

或卖方的任何管理人员、董事、代理人、雇员或分包商造成人身伤害，或损害买方或其管理人员、董事、代理人、雇员或分包商的财产；或 (b) 发生任何实际的或声称的商标、版权或专利、商业秘密或其他知识产权的侵权；或 (c) 卖方未按买方指示交付或提供交付物；或 (d) 因卖方违反本订单和/或本条款而发生的其他情况。

**9.2 If the deliverables provided by the Seller cause personal injury or death or damage to or loss of property or equipment, the Seller shall bear full liability for this.**

因卖方提供的交付物导致人身伤亡或财产、设备等损坏、丢失的，由卖方承担全部责任。

**10. Insurance 保险**

The Seller shall maintain such insurance against public and property damage and such employee's liability and compensation insurance as will protect the Buyer against the claims, liabilities, losses, etc. mentioned in the provisions of Clause 9 (a),(b),(c) and (d) above and against any claims under any relevant legislation in respect of employee's compensation or health and safety at work.

卖方应对公共和财产损害进行保险，以及保护买方的此等雇员责任和赔偿保险，使买方免受上述第 9 条之 (a)、(b)、(c) 及 (d) 款所提及的索赔、债务、损失等，以及免遭雇员赔偿或工作健康和安全等方面法律所要求的索赔。

**11. Date Compliance(apply to goods) 日期合规性（适用于货物）**

The Seller warrants that if the goods include any computer processor, hardware, software, timing mechanism or data (and any parts, updates or additions it hereafter provides with respect to the goods), the goods will correctly process and manipulate data and transactions involving dates, including single century, multi-century and leap year calculations, and will correctly multi-year transactions between centuries, and will operate without adverse effect with respect to any date. If the Order covers any services, the Seller makes the above warranty with respect to any computer processor, hardware, software, timing mechanism or data item used by the Seller or created modified or delivered to the Buyer in the performance of those services. Without prejudice to any remedy available to the Buyer, the Buyer may require the Seller to demonstrate compliance with this warranty prior to delivery to the Buyer.

卖方保证，若货物包括任何计算机处理器、硬件、软件、计时装置或数据（及在此之后提供的有关该货物的任何部件、更新或补充品），则该货物应能正确处理和操作数据和涉及日期的事务，其中包括一个世纪内的计算、多世纪内的计算和闰年计算，应能够正确计算跨世纪的多年份事务，且日期问题不会对货物的正常工作造成任何不良影响。如果本订单涵盖任何服务，则卖方在履行本服务过程中应对其使用的或者创建、修改或交付给买方的任何计算机处理器、硬件、软件、计时装置或数据对象做出以上保证。在不影响买方可获得的任何补偿的前提下，买方可要求卖方证明货物在交付给买方之前符合此担保。

**12. Record keeping and audit right 账簿和审计**

**12.1** The Seller shall keep and maintain complete and accurate books, records of account, reports and other data necessary for the proper administration of this Order for 5 years after the termination or expiration hereof.

卖方应在本订单终止或届满后五（5）年内，保存完整和准确的账簿、账户记录、报告和为合理履行本订单所必要的其他数据。

12.2 The Buyer shall have the right to have its internal and/or independent auditors audit Consultant's books and records at the premise of the Seller (including but not limited to financial and accounting records) pertaining to the Seller's performance hereunder upon reasonable notice during the term of this Order and once during the 12 months immediately following the termination or expiration of this Order.

在本订单期间内及本订单终止或届满后的十二（12）个月内，买方有权经合理通知让其内部和/或独立审计人员在卖方的场地对卖方进行审计，包括但不限于审查与卖方履行本订单有关的财务和账户记录。

### 13. Intellectual Property Rights(apply to services) 知识产权（适用于服务）

**The copyright and other intellectual property rights of all work products based on the Order or amendments made based on work products provided by the Buyer shall be owned by the Buyer upon Buyer's performance of its payment obligation hereunder.**

根据本订单创作和制造，或者在买方提供的任何工作成果的基础上进行修改的所有工作成果有关的版权以及所有知识产权在买方依照本订单约定支付费用后，均应归于买方所有。

### 14. Information Protection and Information Security (apply to services) 信息保护和信息安全(适用于服务)

14.1 The Seller warrants that it will (and will ensure that all Seller Personnel will) at all times comply with all applicable information protection laws(including but not limited to Personal Information Protection Law) so as to prevent access to personal information being granted to unauthorized persons and so as to ensure security, confidentiality, integrity and availability of personal information.

卖方保证其（且确保所有卖方公司员工）会遵守所有适用的信息保护法律法规（包括但不限于《个人信息保护法》），以避免个人信息被未经授权的人接触，且确保个人信息的安全，保密，完整和可用性。

14.2 In applicable cases, the Seller shall implement the technical and organizational measures which are set out in the Information Security Schedule available at <https://www.pmi.com/legal/legal-documents>. (as varied or replaced from time to time).

在适用的情况下，卖方应实施 <https://www.pmi.com/legal/legal-documents> 网站上可以获取的信息安全附件(经不时更改或替换)中规定的技术和组织措施。

### 15. Information protection 信息保护

Rights and obligations of Seller and Buyer –Seller as Trustee of Information Processing of Buyer Personal Information

卖方和买方的权利和义务-卖方作为买方个人信息的个人信息处理受托人

16.1 This clause 16.1 applies to all the Seller's Processing of Buyer Personal Information, save where the Seller Processes Buyer Personal Information as a Personal Information Processor as specified in clause 16.3.

- (a) The Buyer appoints the Seller as its Trustee of Personal Information Processing of the Buyer Personal Information within the term of the Contract.
- (b) The Seller shall Process Buyer Personal Information only:
  - (i) on behalf of the Buyer (and not for itself);
  - (ii) for the purpose of providing the Services;
  - (iii) so far as necessary to provide the Services; and
  - (iv) in accordance with the Buyer's reasonable and documented instructions from time to time.

本第 16.1 条的规定适用于卖方对买方个人信息进行的一切处理，但卖方作为个人信息处理者根据第 16.3 条的规定处理买方个人信息的情况除外。

- (a) 买方指定卖方在本合同有效期内为其买方个人信息的信息处理受托人。
- (b) 卖方只有在符合下列要求的情况下处理买方个人信息：
  - (i) 代表买方（而非为其自己处理）；
  - (ii) 目的为提供服务；
  - (iii) 对于提供服务所必要的情况下；以及
  - (iv) 遵守买方不时做出的合理书面指示。

c) Sub-authorization of Information Processing 信息处理的转委托

Subject to the prior written consent of the Buyer, the Seller sub-authorize other parties on behalf of the Buyer to Process Buyer Personal Information ("Secondary Trustee of Personal Information Processing"), the Seller shall engage them on terms that provide equivalent protections to those set out in this clause 16.

经买方事前书面同意，卖方方可转委托他人（“二级信息处理受托人”）代表买方处理买方个人信息，卖方应与二级信息处理受托人签订转委托协议，且转委托协议应确保二级信息处理受托人能够提供与第 16 条款规定的相同的保护。

d) Information transfers 信息转移

The Seller may not Process, nor permit any Secondary Trustee of Personal Information Processing to Process, Buyer Personal Information outside the Buyer's jurisdiction unless: (i) the Buyer gives its prior written consent to that Processing; and (ii) the Processing is covered by appropriate safeguards as defined under applicable information protection law.

除非同时满足下列要求，否则卖方不得在买方所在的司法管辖区范围之外处理买方个人信息，也不得允许任何二级信息处理受托人在买方所在的司法管辖区范围之外处理买方个人信息：  
(i) 买方对该等处理已事先书面同意；并且(ii)根据适用的信息保护法律的规定对处理予以适当的安全措施保护。

The Seller shall not perform any further transfers of the Buyer Personal Information outside the Buyer's jurisdiction beyond the transfer permitted in accordance with clause 16.1(d) without complying with the requirements of that clause again in respect of such further transfers, and so on.

对于买方个人信息的任何再次转移，除非该等再次转移再次符合第 16.1(d)条规定，否则卖方不得在第 16.1(d)条允许的转移的范围之外，将买方个人信息再次转移到买方的司法管辖区之外。

The Seller's transfer and further transfer of Buyer Personal Information shall be in accordance with the applicable laws, and the Seller shall not arbitrarily carry out any cross-border provision of Buyer Personal Information, otherwise all consequences and responsibilities shall be borne by the Seller itself. If the Buyer is suffered by any economic loss, reputation loss or legal liabilities, the Seller shall also be liable for compensation to the Buyer.

卖方对买方个人信息的转移和再次转移均需符合适用法律的规定，不得擅自进行跨境提供等行为，否则一切后果和责任均应由卖方自行承担；如果给买方由此遭受任何经济损失或名誉损失或者法律责任，卖方还应对买方承担赔偿责任。

e) Assistance to the Buyer 向买方提供协助

(i) The Seller shall, upon the Buyer's request, assist the Buyer to assess the impact of the Processing on the protection of Buyer Personal Information, including by providing:

(A) a systematic description of the way that Buyer Personal Information is Processed or planned to be Processed;

(B) a description of the measures it has implemented to protect Buyer Personal Information and to assist the Buyer in responding to Information Subject requests; and

(C) an assessment (in the form of an information protection impact assessment), of the specific risks of which the Seller is aware, to the rights and freedoms of Information Subjects arising out of or in connection with the Seller's Processing.

(ii) The Seller shall assist the Buyer as reasonably requested in cases where the Buyer decides to carry out a prior consultation with the relevant information protection authority (or the government departments that perform duties of personal information protection; the following references to "information protection authorities" shall also include the above government departments).

(i) 卖方应买方要求，应协助买方评估处理对保护买方个人信息的影响，包括提供：

(A) 对处理或计划处理买方个人信息的方式进行系统性的说明；

(B) 对卖方为保护买方个人信息而已采取的措施的说明并协助买方应对信息主体行使其权利时的要求；以及

(C) (以信息保护影响评估的形式) 对卖方知悉的产生于卖方进行的处理或与之有关的信息主体的权利和自由的具体风险的评估。

(ii) 如果买方决定与相关的信息保护机构(或履行个人信息保护职责的政府部门，以下提及“信息保护机构”时均同样包含该等政府机构)做事前协商，则卖方应按买方的合理要求提供协助。

f) Information Processing record 信息处理记录

The Seller shall:

(i) maintain a list of all Secondary Trustee of Personal Information Processing that it has engaged to Process Buyer Personal Information, and of the location of such Trustee of Personal Information Processing (including all proposed locations of Processing), as well as its contact person and contact information;

(ii) make such list available to the Buyer upon request (for example, by making it available on the

Seller's corporate website); and  
(iii) at all times keep such list up to date.

卖方应

- (i) 保留一份清单，列明其委托的处理买方个人信息的全部二级信息处理受托人，以及该等二级信息处理受托人的地址（包括所有拟进行处理的地址）和联系人员及其联系方式；
- (ii) 一经买方要求，即向买方提供上述清单（例如，可通过卖方的公司网站提供）；并且
- (iii) 一直更新上述清单。

g) Audit 审计

The Seller shall provide the Buyer with all information that the Buyer reasonably requests to demonstrate compliance with applicable information protection law. In addition, the Buyer may, upon reasonable notice and within normal business hours, either itself or through its third party auditors, audit the Seller's compliance with the terms of this clause 16.1.

卖方应向买方提供买方所合理要求的所有信息，以证明其已遵守了适用的信息保护法。买方可以经合理通知并在正常的工作时间内，自行或通过第三方审计人员，对卖方遵守第 16.1 条款的情况进行审计。

h) Return and deletion, destruction of Buyer Personal Information 归还及删除、销毁买方个人信息

Within 14 days of the expiry (or termination) of the Contract, the Seller shall (at the Buyer's election) destroy or return to the Buyer all Buyer Personal Information in its possession or control. This requirement shall not apply to the extent that the Seller is required by applicable law to retain some or all of the Buyer Personal Information.

在本合同期满(或终止)后的 14 天内，卖方应(根据买方的选择)销毁或向买方归还其拥有或控制的所有买方个人信息。本要求不适用于适用法律要求卖方保留部分或全部买方个人信息的情况。

i) Information Subjects 信息主体

The Seller shall, if it receives any communication from any person (including Information Subjects or information protection authorities) with respect to its Processing of Buyer Personal Information:

- (i) notify the Buyer within 1 working day of receiving it;
- (ii) assist the Buyer as reasonably required to enable the Buyer to respond to it; and
- (iii) not respond directly to it without the Buyer's written permission.

如果卖方收到任何人(包括信息主体或信息保护机构)关于其处理买方个人信息的任何信息，则卖方应：

- (i)在收到后 1 个工作日内通知买方；
- (ii)按照合理要求协助买方，使买方能够对此作出回应；和
- (iii)未经买方书面允许，不得直接答复。

j) Duty to Inform Buyer of Infringements 通知买方侵权行为的责任

The Seller shall inform the Buyer immediately in writing if it considers that any of the Buyer's instructions infringe applicable information protection law.

如果卖方认为买方的任何指示侵犯了适用的信息保护法，则应立即书面通知买方。

k) Assistance with Security Events 协助处理安全事件

The Seller shall assist the Buyer with any Information Breach and any suspected or threatened Information Breach (each, a "Security Event") by:

- (i) notifying the Buyer within 24 hours of becoming aware of the Security Event;
- (ii) providing the Buyer with all relevant information and documentation in its (or its Secondary Trustees of Personal Information Processing') knowledge, possession or control concerning the Security Event; and
- (iii) by co-operating with the Buyer and taking such steps as the Buyer may reasonably require to assist in investigating, mitigating and remediating any Security Event.

卖方应通过以下方式协助买方处理任何信息违规以及任何疑似或可能的信息违规(均称为“安全事件”):

- (i)在获知安全事件后 24 小时内通知买方;
- (ii)向买方提供其(或其个人信息处理的二级受托人)知悉、占有或控制的有关安全事件的所有相关信息和文件;和
- (iii)与买方合作，并采取买方合理要求的措施，协助调查、缓解和纠正任何安全事件。

Rights and obligations of the Seller and the Buyer – Seller as either Trustee of Personal Information Processing or (to the extent specified in clause 16.3) Personal Information Processor of Buyer Personal Information

买方和卖方的权利和义务 – 卖方作为买方个人信息的个人信息处理受托人或个人信息处理者（仅在第 16.3 条允许的情况下）

16.2 This clause 16.2 applies both to the Seller's Processing of Buyer Personal Information as a Trustee of Personal Information Processing, and (to the extent specified in clause 16.3) to its Processing of Buyer Personal Information as a Personal Information Processor.

本第 16.2 条的规定适用于卖方作为个人信息处理受托人处理买方个人信息，及（在第 16.3 条允许的情况下）作为个人信息处理者处理买方个人信息。

The Seller shall:

- (a) comply with all applicable information protection law in Processing Buyer Personal Information;
- (b) ensure that any Secondary Trustee of Personal Information Processing or other entities authorized, instructed, or entrusted to obtain Buyer Personal Information is bound by contractual obligations that provide equivalent protections in relation to Buyer Personal Information to those set out in this clause 16, and shall be responsible for the actions of such Secondary Trustee of Personal Information Processing or other entities; and
- (c) implement and maintain appropriate technical and organizational measures necessary to protect the Buyer Personal Information from accidental or unlawful destruction, damage, loss, alteration, unauthorized disclosure or access, including the measures set out in the Buyer's information security schedule available at <https://www.pmi.com/legal/legal-documents> and (without prejudice to the generality of the foregoing), as required by applicable information protection law.

卖方应:

- (a) 在处理买方个人信息过程中, 遵守一切适用的信息保护法;
- (b) 确保根据其授权、指示或委托获取买方个人信息的任何二级信息处理受托人或其他任何主体承担与第 16 条款规定同等的保护买方个人信息的合同义务, 并对该等二级信息处理受托人或其他任何主体的行为承担责任; 和
- (c) 制定并执行必要且适当的技术和组织措施, 以便能保护买方个人信息免于发生意外的或非法的破坏、损坏、丢失、修改、未经授权披露或获取, 包括在 <https://www.pmi.com/legal/legal-documents> 网站上可以获取的买方的信息安全附件中规定的措施, 以及 (在不影响前述规定的前提下) 适用的信息保护法要求的措施。

### 16.3 Rights and obligations of the Seller and the Buyer – Seller as Personal Information Processor of certain Buyer Personal Information 卖方和买方的权利和义务 – 卖方作为特定买方个人信息的个人信息处理者

The Seller shall Process on its own behalf (as a Personal Information Processor) Buyer Personal Information only to the extent that it comprises (i) contact details of personnel of the Buyer and its Affiliates; and (ii) login and password data, audit trail data and any similar data generated by or in connection with the system(s), if any, used by the Seller to provide the Services, in each case only to the extent necessary to Process such information for the purpose of:

- (a) exercising its legal rights;
- (b) managing its commercial relationship with the Buyer and its Affiliates, provided this shall not include profiling, or marketing to, individual employees of the Buyer or its Affiliates, or of a supplier to any of them, or making available the Buyer Personal Information to any third party for any purpose other than as agreed in writing with the Buyer or as required by applicable law; or
- (c) operating such systems and back office processes as are necessary in order to provide the Services.

只有在买方个人信息包含且仅包含(i) 买方和其关联公司的人员的联系信息; 以及(ii) 卖方为提供服务而使用的系统产生的或与之相关的任何登录和密码信息、审计试用信息和任何类似的信息 (如有) 的情况下, 卖方才可以自行 (作为个人信息处理者) 处理从买方处获取的上述买方个人信息, 且仅在为下述目的处理该等信息的必要范围内才可进行上述处理活动:

- (a) 行使其法律权利;
- (b) 管理其与买方和其关联公司之间的业务关系, 前提是该等行为不包括分析买方或其关联公司或其供应商的个人雇员或向其营销, 或为买方书面同意的或适用法律所要求的目的以外的任何其他目的将买方个人信息提供给任何第三方; 或
- (c) 操作提供服务所必需的系统和后台流程。

If the Seller carries out Information Processing as a Personal Information Processor under this provision, it shall bear all responsibilities for its Information Processing activities.

卖方根据本条款作为个人信息处理者自行进行信息处理的, 应对其信息处理行为自行承担全部责任。

### 16.4 The Seller shall, where it acts as a Personal Information Processor, notify the Buyer as soon as is reasonably practicable of an Information Breach after becoming aware of it, and shall (without prejudice to its other obligations under this clause 16) consult with the Buyer about such steps as may reasonably be necessary or appropriate to investigate, mitigate and remediate the Information Breach and otherwise assist the Parties to discharge their respective

obligations under applicable information protection law.

如果作为个人信息处理者，卖方应在知悉发生信息违规后的合理可行的情况下尽快通知买方，且（在不影响其在第 16 条项下其他义务的前提下）应与买方协商调查、减轻和纠正信息违规所合理必要或适当的措施，并以其它方式协助双方履行其各自在适用的信息保护法项下的义务。

**16.5 Rights and obligations of the Seller and the Buyer – Buyer as Personal Information Processor of certain Personal Information relating to Seller** 卖方和买方的权利和义务 – 买方作为特定与卖方有关的个人信息的个人信息处理者

**16.5.1** The Buyer and its Affiliates will Process on their own behalf (each as a Personal Information Processor) certain Personal Information relating to the Seller, its affiliates, its and their suppliers, and its and their employees. Such Information Processing does not require special consent or permission from the Seller. For details, see the Business Partner Privacy Notice available at <https://pmiprivacy.com/zh/business-partner> (as varied or replaced from time to time).

买方及其关联方将自行（各自作为个人信息处理者）处理与卖方、其关联方及其各自供应商，和其各自雇员有关的特定个人信息，该等信息处理无需经过卖方特别同意或许可。如需了解详细信息，请见 <https://pmiprivacy.com/zh/business-partner> 网站上的业务伙伴与其他利益相关者隐私政策告知书（经不时变更或替换）。

**16.5.2** The Buyer shall, where it acts as a Personal Information Processor, notify the Seller as soon as is reasonably practicable after becoming aware of a breach affecting Personal Information relating to the Seller as Processed by the Buyer pursuant to clause 16.5.1 above, and shall consult with the Seller about such steps as may reasonably be necessary or appropriate to investigate, mitigate and remediate the Information Breach and otherwise assist the Parties to discharge their respective obligations under applicable information protection law.

如果作为个人信息处理者，买方知晓出现影响买方根据上文第 16.5.1 条的规定处理的卖方的个人信息的违规后，应在合理可行的情况下尽快通知卖方，且应与卖方协商调查、减轻和纠正信息违规所合理必要或适当的措施，并以其它方式协助双方履行其各自在适用的信息保护法项下的义务。

**16.6** “Buyer Information” means information that either:

- (a) the Buyer, or a person acting on its behalf, provides to the Seller, or permits the Seller to access, in connection with this Contract; or
- (b) the Seller creates in providing the Services.

“买方信息”指符合下列任一条件的信息：

- (a) 买方或其代表因本合同而向卖方提供的或允许卖方获取的信息；或
- (b) 卖方提供服务的过程中生成的信息。

**16.7** “Buyer Personal Information” means Buyer Information that is Personal Information.

“买方个人信息”指属于个人信息的买方信息。

16.8 “Information Breach” means any breach of security leading to the accidental or unlawful destruction, damage, loss, alteration, unauthorised disclosure of, or access to, Buyer Personal Information transmitted, stored or otherwise Processed.

“信息违规”指任何导致所传输、保存或以其它方式处理的买方个人信息被意外或非法破坏、损坏、丢失、修改、未经授权披露、获取的安全漏洞。

16.9 “Personal Information Processor” means an entity or a person who independently determine the purposes and means of the Processing of Personal Information.

“个人信息处理者”指自主决定个人信息的处理目的和方式的组织或个人。

16.10 “Trustee of Personal Information Processing” means an entity or a person who is entrusted to Process Personal Information by a Personal Information Processor.

“个人信息处理受托人”指受个人信息处理者委托而处理个人信息的组织或个人。

16.11 “Information Subject” means a natural person marked by or related to Personal Information.

“信息主体”指个人信息所标识或者关联的自然人。

16.12 “Personal Information” means various information related to an identified or identifiable natural person recorded electronically or by other means, and does not include anonymized information. to “Process” (and variants of it, such as “Processing”) means to perform any operation or set of operations upon information, whether or not by automatic means, such as collecting, storing, using, processing, transmitting, providing, disclosing and deleting, among others.

“个人信息”指以电子或者其他方式记录的与已识别或者可识别的自然人有关的各种信息，不包括匿名化处理后的信息。“处理”一词（包括其各种词法形式）指对信息进行的任何一种或一系列操作（无论是否通过自动设备进行），如收集、存储、使用、加工、传输、提供、公开、删除等。

## 17 General 通则

17.1 All drawings, plates, cylinders, electrotypes, models, samples, designs, technical information and data or other proprietary information written, oral or otherwise furnished to the Seller and all rights therein are the property of the Buyer, and will be delivered to the Buyer upon demand.

凡是以书面、口头或其他形式提供给卖方的图纸、板、圆筒、电铸板、模型、样品、设计、技术信息和数据或其他专有信息，以及它们所包含的所有权利，都是买方的资产，并且应在要求时交付给买方。

17.2 The obligations of the Seller under the Order and these Conditions shall survive acceptance of the Deliverables and payment therefor by the Buyer.

买方接受交付物并支付货款后，卖方在本订单和本条款下的义务仍然有效。

17.3 The Seller shall have no rights or interests in any of the tradenames, tradenames, insignia, designs and other intellectual property rights owned by the Buyer and/or any of its affiliates which are used on or in connection with the Deliverables and shall promptly notify the Buyer of any infringement of such trademarks, tradenames, insignia, designs and other intellectual property rights.

对于买方和/或其关联公司所拥有的用于交付物或与交付物相关联的任何商标、商号、徽标和设计及其他知识产权卖方不应享有任何权利或利益，而且这些商标、商号、徽标和设计及其他知识产权如被侵权，则应立即通知买方。

17.4 The Seller shall all times keep strictly confidential all information of a confidential nature relating to the goods, the Buyer and/or any of its affiliates which the Seller may receive from the Buyer or from any of its affiliates. Confidential information shall mean all information related to the Order or business and/or technical information of the Buyer. The Seller shall only use the confidential information for the purpose of the Order and shall not disclose to any third party without the prior written consent of the Buyer. Upon the termination of the Order, any document, information, data provided by the Buyer shall be returned to the Buyer promptly or destroyed by the Seller as the Buyer may direct. Return or disposal shall be confirmed by the Buyer. In case of breach of confidentiality obligation, in addition to all remedies available under applicable laws, the Buyer is entitled to cancel the Order and the Seller shall compensate all losses incurred by the Buyer including legal fees.

对卖方从买方或其任一关联公司收到的与交付物、买方和/或其任一关联公司有关的全部保密信息，卖方应始终严格保密。保密信息是指任何以及所有与本订单有关的或涉及买方的商业和/或技术信息。卖方只能将保密信息用于本订单的目的，在未经买方事先书面许可的情况下，不得向任何第三方披露。本订单终止后，卖方应立即归还或根据买方的要求处置买方提供的所有文件、信息、资料等，归还或处置后应经买方确认。如违反本条规定的保密义务，买方有权取消本订单并要求卖方赔偿因此造成的所有损失，包括律师费。

17.5 Without the prior written consent of the Buyer, the Seller shall not subcontract or otherwise transfer all or part of its obligations under this Contract.

未经买方事先书面同意，卖方不得转包或以其他方式转让其在本合同下的全部或部分义务。

**17.6 The Buyer may terminate the Order at any time without cause upon thirty (30) days' prior written notice to the Seller. Except for the obligations and expenses incurred by the Seller in the course of providing the Deliverables prior to the date of termination according to the Order which have been confirmed by the Buyer, the Buyer shall not assume any payment or other obligation hereunder upon the termination.**

买方可以提前三十（30）日书面通知卖方后，终止本订单，而无需任何原因。终止日之后，除根据本条款在该等终止日之前已产生且经买方确认的义务和费用外，买方对卖方无任何债务或支付义务。

17.7 If the Seller is unable to perform its obligations under this Contract due to objective events that the Seller cannot foresee, avoid and cannot overcome, including but not limited to: government orders, fires, floods, wars, strikes, major epidemic identified by government

authority, natural disasters etc., the Seller shall immediately notify the Buyer. The Buyer, without liability to the Seller, may at its discretion to extend the time for delivery or performance, require the Seller to use best efforts to secure substitute goods or services, or cancel this Order in whole or in part and source the goods or services from an alternative provider.

若因卖方不能预见、不能避免且不能克服之客观事件，包括但不限于：政府命令、火灾、水灾、战争、罢工、经政府部门认定的重大疫情、自然灾害等而无法履行本合同项下的义务，卖方应及时通知买方。买方对卖方不承担责任，可自行决定延长交货或履行的时间，并要求卖方尽最大努力取得替代货物或服务，或全部或部分取消本订单并采购其他提供商之货物或服务。

**17.8** The Order and these Conditions shall be governed by and construed in accordance with PRC law. In case any dispute arising from or in connection with the Order the parties shall endeavor to resolve such dispute through consultation with each other first. **If the parties fail to resolve the dispute by consultation, the parties shall submit the dispute to the Beijing Arbitration Commission for arbitration in accordance with the rules of Beijing Arbitration Commission. The arbitration award shall be final and binding upon the parties.**

本订单和本条款应受中华人民共和国法律约束并以中华人民共和国法律解释。因本订单引起的或与本订单有关的任何争议，双方应首先友好协商解决。如协商不成，则提请北京仲裁委员会按照其仲裁规则仲裁。仲裁裁决是终局的，对双方均有约束力。

**17.9** These Conditions and the Order are written in Chinese and English. If any conflict between the English version and Chinese version, the Chinese version should prevail.

本订单和本条款用中英文两种文字书就。如中、英文文本存有歧义，应以中文文本为准。