

Versuni General Conditions of Purchase	范颂尼一般采购条款
<p>1. Definitions</p> <p>"Agreement" means these conditions, together with the Purchase Order and any agreed statement of work describing the Goods/Services to which the Purchase Order relates;</p> <p>"Confidential Information" means all information or material in any form provided by or on behalf of either party to the Agreement in connection with the Agreement, whether provided before or after the effective date thereof;</p> <p>"Versuni" means the purchasing entity identified in the purchase order, together with its affiliates benefiting from the Agreement;</p> <p>"Versuni Materials" means the materials, data and other property (including all intellectual property) as made available by Versuni to Supplier in connection with this Agreement;</p> <p>"Versuni Supplier Website" shall mean <a href="http://www.versuni.com/suppliers">www.versuni.com/suppliers</a> or such other website as communicated by Versuni;</p> <p>"Goods/Services" means the goods and/or services detailed in the Purchase Order issued by Versuni Supplier;</p> <p>"Intellectual Property Rights" (or "IPR") means all intellectual property rights of any nature applied for or existing anywhere in the world for their full term and together with any revivals, renewals or extensions.</p> <p>"Purchase Order" means the Versuni purchase order issued by Versuni to procure Goods/Services from the Supplier, to which these conditions are attached by reference;</p> <p>"Policies" shall mean all policies that Versuni requires for the supply of Goods/Services, as evident from the Versuni Supplier Website;</p> <p>"Supplier" means the supplying entity identified in the purchase order, together with its affiliates;</p> <p>"Third Party Claim" means any claim from a third party that the Goods/Services or the use thereof by Versuni infringes the rights of any person;</p> <p>"Unwanted content" shall mean material which breaches any applicable laws; which is listed on the restricted content list on the Versuni Supplier Website; contains open source software; or is offensive or defamatory;</p>	<p>1. 定义</p> <p>"本协议"指本条款、采购订单和任何双方商定的描述采购订单所涉及的商品/服务的工作说明书;</p> <p>"保密信息"指本协议任何一方或其代表以任何形式提供的与本协议有关的所有信息或材料,无论是在本协议生效日期之前还是之后提供;</p> <p>"范颂尼"指采购订单中确定的采购实体及其受益于本协议的关联公司;</p> <p>"范颂尼材料"指范颂尼向供应商提供的与本协议有关的材料、数据和其他财产(包括所有知识产权);</p> <p>"范颂尼供应商网站"指<a href="http://www.versuni.com/suppliers">www.versuni.com/suppliers</a> 或 范颂尼公布的其他网站;</p> <p>"商品/服务"指范颂尼向供应商发出的采购订单中详述的商品和/或服务;</p> <p>"知识产权"指在世界任何地方申请或存在的任何性质的所有知识产权,涵盖其整个有效期限以及任何重新生效、续期或延期的期限。</p> <p>"采购订单"指范颂尼为从供应商处采购商品/服务而发出的范颂尼采购订单,该采购订单引用了本条款,因此本条款构成该采购订单的一部分;</p> <p>"政策"指范颂尼要求的与商品/服务供应有关的所有政策,具体如范颂尼供应商网站所示;</p> <p>"供应商"指采购订单中确定的供应实体及其关联公司;</p> <p>"第三方索赔"指第三方就商品/服务或范颂尼对商品/服务的使用侵犯任何人的权利而提出的任何索赔;</p> <p>"禁止内容"指以下材料:违反任何适用法律法规和规范性文件材料;被列入范颂尼供应商网站所载限制内容列表的材料;包含开源软件的材料;或具有攻击性或诽谤性的材料;</p>
<p>2. Formation of the Agreement</p> <p>2.1 The Agreement is binding upon Supplier after accepting the Purchase Order as evidenced by acknowledgement, supply of Goods and/or performance of Services. <u>Versuni expressly rejects Supplier's general conditions of sale.</u></p> <p>2.2 This Agreement contains the whole agreement between the parties and replaces all other arrangements on the subject matter, other than duly signed agreements between the parties relating to the provision of the Goods/Services.</p> <p>2.3 Supplier shall submit invoices in accordance with any instructions included in the PO.</p>	<p>2. 协议的订立</p> <p>2.1 本协议在供应商接受采购订单的情况下(供应商确认该采购订单、提供商品和/或履行服务的,视为供应商接受采购订单)对供应商具有约束力。<b><u>范颂尼明确拒绝供应商的通用销售条款。</u></b></p> <p>2.2 本协议包含双方之间的完整约定,并取代双方就协议标的达成的所有其他安排,但双方就提供商品/服务正式签署的协议除外。</p> <p>2.3 供应商应根据采购订单中的指示提交发票。</p>
<p>3. Supply of Goods/Services</p> <p>3.1 Supplier warrants that it is willing and able to perform its obligations under the Agreement; and that the Goods/Services shall not infringe rights of third parties, including IPR.</p> <p>3.2 Supplier warrants that the Goods/Services are supplied in accordance with the Purchase Order; shall be new and free from defects; will not include Unwanted Content; and shall be fit for the purpose for which the Goods/Services are supplied.</p>	<p>3. 商品/服务的提供</p> <p>3.1 供应商保证,其愿意并有能力履行其在本协议项下的义务;商品/服务不得侵犯第三方的权利,包括知识产权。</p> <p>3.2 供应商保证按照采购订单提供商品/服务;商品/服务全新且无缺陷;商品/服务不包含禁止内容;并适合于提供商品/服务的目的。</p> <p>3.3 未经范颂尼事先书面同意,供应商不得进行任何影响商品的变更,包括制造工艺或制造地点的变更。</p>

3.3	Supplier shall not, without prior written consent of Versuni, make any changes affecting Goods, including changes to manufacturing processes or manufacturing location.	3.4	如果供应商预计在商定的时间内供应商品/服务有任何困难, 应及时通知范颂尼。
3.4	In the event that Supplier anticipates any difficulty in supplying Goods/Services within the agreed timeframe, Supplier shall promptly notify Versuni.	3.5	商品应交付至约定的交付地点。商品的风险应在交付和安装(如适用)后转移给范颂尼。商品的所有权应在交付商品或支付发票费用之日转移, 以较早者为准。
3.5	Goods shall be delivered to the agreed delivery location. Risk to Goods shall transfer to Versuni after delivery and, where applicable, installation of the Goods. Ownership of Goods shall transfer on the earlier of delivery and payment of invoice.	3.6	在商品交付范颂尼, 且范颂尼已经有合理机会检查商品/服务后, 可视为 范颂尼已接受商品/服务。如有潜在缺陷, 在缺陷显现且经过一段合理时间后可视为范颂尼已验收该商品。
3.6	After having had a reasonable opportunity to inspect the Goods/Services after delivery, Versuni will be deemed to have accepted the Goods/Services. In case of a latent defect, acceptance is deemed after a reasonable time after the defect has become apparent.	3.7	范颂尼可在商品/服务提供后对其进行检查, 并可检查商品的制造地点。供应商应向检验人员提供合理协助。
3.7	Versuni may inspect Goods/Services after they are supplied and may inspect the manufacturing location of Goods. Supplier shall provide reasonable assistance to inspection personnel.	3.8	<u>如果商品/服务不符合本协议的要求, 范颂尼可要求供应商在范颂尼合理设定的时间内修理或更换被拒收的商品(包括具有相同特性的同批商品)或重新提供服务, 费用由供应商承担。供应商应承担运输费用。范颂尼还可以按照已交付商品/服务的价值按比例降低采购价格。</u>
3.8	<u>If Goods/Services do not conform to the requirements of the Agreement, Versuni may require Supplier to repair or replace rejected Goods (including Goods in the same lot with the same characteristics) or re-perform the Services at Supplier's costs, within the time reasonably set by Versuni. Supplier shall bear costs of transportation. Versuni may also reduce the price in the same proportion as the value of the Goods/Services as delivered.</u>		
4.	Prices; Invoicing; Payment	4.	<b>价格; 开具发票; 付款</b>
4.1	Supplier shall invoice Versuni in accordance with the agreed payment schedule, or otherwise after delivery/completion of the corresponding Goods/Services, within a period not exceeding six months as of the date of delivery/completion. The invoice shall contain the Purchase Order Number, VAT registration number and wording that shall allow Versuni to deduct taxes where applicable.	4.1	供应商应按照约定的付款时间表或在交付/完成相应商品/服务后, 在交付/完成之日起不超过六个月的期限内, 向范颂尼开具发票。发票应包含采购订单号、增值税注册号以及允许范颂尼扣除税款的内容(如适用)。
4.2	Fees set out in the Purchase Order are gross amounts and exclusive of any value added or similar tax ("Tax"). Supplier is responsible for paying Tax, but may charge Tax to Versuni, provided such Tax charge is separately mentioned on the invoice.	4.2	采购订单中规定的费用为总金额, 不包括任何增值税或类似税款("税款")。供应商负责缴纳税款, 但可向范颂尼收取税款费用, 前提是该税款在发票上单独列示。
4.3	Subject to the acceptance of the Goods/Services by Versuni, the payment term for any fee is 95 days from end of the month (95 EOM) following the date of correct invoice, unless mandatory local law dictates otherwise.	4.3	在范颂尼接受商品/服务的前提下, 任何费用的付款期限为正确发票开具日期后的当月月底(95 EOM)起 95 天, 当地强制性法律另有规定的除外。
4.4	<u>Supplier shall not be entitled to any other consideration for the provision of the Goods/Services than the fees set out in the Purchase Order. Payment by Versuni does not release Supplier from its obligations under the Agreement</u>	4.4	<u>除采购订单中规定的费用外, 供应商无权获得提供商品/服务的任何其他报酬。范颂尼付款不免除供应商在本协议项下的义务。</u>
4.5	<u>If Supplier fails to fulfill any of its obligations under the Agreement, Versuni shall notify Supplier and may suspend payments.</u>	4.5	<u>如果供应商未能履行其在本协议项下的任何义务, 范颂尼应通知供应商并可暂停付款。</u>
4.6	<u>Versuni shall have the right to set-off amounts that it or any of its affiliates owes to Supplier or its affiliates under this Agreement with amounts that Supplier or its affiliates owes to any Affiliate of Versuni.</u>	4.6	<u>范颂尼有权将其或其任何关联公司在本协议项下欠供应商或其关联公司的款项与供应商或其关联公司欠范颂尼任何关联公司的款项进行抵销。</u>

<p>5. Ownership and Intellectual Property</p> <p>5.1 All Versuni Materials will remain property of Versuni and shall be used solely for the purpose of fulfilling orders from Versuni. Versuni Materials shall be marked as owned by Versuni, shall be held at Supplier's risk and expense in safe storage, and shall be returned promptly upon Versuni's request.</p> <p>5.2 Versuni shall own all IPR in any output/materials arising from the Goods/Services, and Supplier shall assign all IPR developed under this Agreement (foreground IPR) to Versuni. Supplier remains the owner of all pre-existing IPR and IPR not developed under this Agreement (background IPR).</p> <p>5.3 The purchase of the Goods/ Services shall confer on Versuni and its Affiliates a world-wide, royalty- free, non-exclusive and perpetual license, including the right to sublicense, under all background IPR) controlled by Supplier to the extent necessary for Versuni to utilize the Goods/Services for the purpose for which the Goods/Services are supplied.</p>	<p>5. <b>所有权和知识产权</b></p> <p>5.1 所有范颂尼材料均为范颂尼的财产，仅用于履行范颂尼的订单。范颂尼材料应标记为归范颂尼所有，应由供应商承担风险和费用进行安全储存，并应在范颂尼要求时及时归还。</p> <p>5.2 范颂尼拥有商品/服务产生的任何产出/材料中的所有知识产权，供应商应将在本协议项下开发的所有知识产权（前景知识产权）转让给范颂尼。供应商仍然是所有先前存在的知识产权和不是在本协议项下开发的知识产权（背景知识产权）的所有者。</p> <p>5.3 一旦采购商品/服务，则视为针对供应商控制的所有背景知识产权，向范颂尼及其关联公司授予一项全球有效、免版税、非排他性和永久性的许可（包括分许可），允许范颂尼将商品/服务用于提供这些商品/服务的目的。</p>
<p>6. Information Security and Personal Data</p> <p>6.1 Each party shall ensure that processing of data, and transmission of personal data to the other party, complies with applicable laws, including any required privacy notices or consents to individuals concerned.</p> <p>6.2 Where Supplier processes personal data on behalf and for the benefit of Versuni, it shall do so only in accordance with the instructions of Versuni as documented in the Agreement. Supplier shall implement appropriate measures designed to ensure security of data processing, including confidentiality obligations on relevant personnel, and shall transfer personal data only to sub- processors (to the extent notified to Versuni) under a written contract that imposes obligations similar to those imposed to Supplier. Supplier shall provide reasonable assistance to enable Versuni to carry out data protection impact assessments; to comply with the rights of data subjects; and to comply with data protection legislation to which Versuni is subject. Upon the request of Versuni, Supplier shall enter into ancillary data processing agreement Supplier shall return or destroy personal data obtained under this Agreement after delivery of the Goods/Services.</p> <p>6.3 Supplier shall have in place an information security management framework to protect Versuni Materials and personal data, and shall at a minimum include protection against loss and unauthorized alteration and access.</p>	<p>6. <b>信息安全和个人数据</b></p> <p>6.1 各方应确保数据的处理以及向另一方传输个人数据符合适用法律，包括任何要求的隐私声明或相关个人的同意。</p> <p>6.2 如果供应商代表范颂尼并为范颂尼的利益处理个人数据，则供应商应仅按照协议中载明的范颂尼指示进行处理。供应商应采取适当措施，确保数据处理的安全性，包括要求相关人员履行保密义务，并应仅在签订书面合同的前提下，将个人数据传输给子处理者（在事先通知范颂尼的范围内），且前述书面合同约定的子处理者义务应当与供应商承担的义务类似。供应商应提供合理协助，支持范颂尼进行数据保护影响评估；遵守数据主体的权利；并遵守范颂尼必须遵守的数据保护法规。应范颂尼的要求，供应商应签订辅助数据处理协议。供应商应在交付商品/服务后归还或销毁在本协议项下获得的个人数据。</p> <p>6.3 供应商应建立信息安全管理框架，保护范颂尼材料和个人数据，至少应包括防止丢失和未经授权更改和访问的措施。</p>
<p>7. Compliance</p> <p>7.1 Supplier shall inform Versuni if it is or becomes aware that Goods/Services are subject to applicable export control laws, and shall confirm export controls classification of Goods/Services upon written request.</p> <p>7.2 Supplier shall provide declarations of origin sufficient to satisfy the requirements of the customs authorities of the country of receipt and applicable export controls laws.</p> <p>7.3 Supplier shall act in compliance with all Policies.</p>	<p>7. <b>合规性</b></p> <p>7.1 如果供应商获知商品/服务受适用出口管制法律的约束，则应通知范颂尼，并根据书面请求确认商品/服务的出口管制分类。</p> <p>7.2 供应商应提供充分的原产地声明，以满足接收国海关当局和适用出口管制法律的要求。</p> <p>7.3 供应商应遵守所有政策。</p>

<p>8. Force Majeure</p> <p>In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of an event unforeseeable and beyond the control of Supplier (force majeure) and Supplier has provided sufficient proof thereof, the performance of the obligation concerned and corresponding payments shall be suspended for the duration of the force majeure. Versuni shall be entitled to terminate the Agreement with immediate effect by written notice and without any compensation to Supplier if the circumstance constituting force majeure endures for more than thirty (30) days. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Goods or Services to be supplied.</p>	<p>8. 不可抗力</p> <p>如果供应商因不可预见且超出供应商控制范围的事件（不可抗力）而无法履行其在本协议项下的任何义务，且供应商已提供足够的相关证据，则双方可在不可抗力持续期间暂停履行相关义务和相应付款。如果构成不可抗力的情况持续超过三十 (30) 天，范颂尼有权通过书面通知立即终止本协议，且无需向供应商支付任何赔偿。在任何情况下，供应商遭遇的不可抗力均不包括人员或生产材料或资源短缺、罢工、未正式宣布的流行病或全球大流行病、与供应商签订合同的第三方违约、供应商的财务问题，也不包括供应商无法获得所提供软件的必要许可或与所提供商品或服务有关的必要法律或行政许可或授权。</p>
<p>9. Indemnification &amp; Liability</p> <p>9.1 <u>Supplier shall indemnify Versuni, its affiliates, employees and directors against all Third Party Claims, actions, administrative proceedings, damages (including indirect or consequential damages), judgments, penalties, costs and expenses as caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Goods/Services.</u></p> <p>9.2 <u>In respect of any Third Party Claim, Versuni shall notify Supplier and each party will at Supplier costs provide reasonable cooperation to the other part in the defence and settlement of the claim. Upon its request, Supplier will have sole authority to defend or settle a Third Party Claim, provided that Supplier keeps Versuni informed of material developments in defending the Third Party Claim and Supplier unconditionally and in writing releases Versuni of all liability in respect of the Third Party Claim.</u></p> <p>9.3 <u>Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, or for any liability that cannot by law be excluded or limited.</u></p> <p>9.4 <u>Subject to Clause 9.1, neither party shall be liable for indirect, consequential or other special damage.</u></p>	<p>9. 赔偿和责任</p> <p>9.1 <u>对于因供应商或任何在其指示或控制下或代表其行事的人的作为、不作为、过失、违反明示或默示保证、违反本协议的任何约定或疏忽而导致的与商品/服务有关的所有第三方索赔、诉讼、行政诉讼、损害（包括间接或后果性损害）、判决、罚款、成本和费用，供应商应赔偿范颂尼、其关联公司、员工和董事。</u></p> <p>9.2 <u>对于任何第三方索赔，范颂尼应通知供应商，各方应在索赔的抗辩和解决中合理配合另一方，费用由供应商承担。应供应商的要求，供应商可全权负责第三方索赔的抗辩或解决，前提是供应商向范颂尼通报第三方索赔抗辩的重大进展，并且供应商无条件以书面形式免除范颂尼与第三方索赔有关的所有责任。</u></p> <p>9.3 <u>任何一方均不排除或限制其因自身疏忽、欺诈而导致的死亡或人身伤害责任或法律规定不能排除或限制的任何责任。</u></p> <p>9.4 <u>在符合第 9.1 条的前提下，任何一方均不对间接、后果性或其他特殊损害承担责任。</u></p>
<p>10. Suspension and Termination</p> <p>10.1 Either party may suspend the performance of its obligations under the Agreement in the event that the other party:</p> <p>a) Avails itself or becomes subject to any proceeding under bankruptcy laws or any other statutes or laws relating to insolvency or protection of the rights of creditors;</p> <p>b) ceases or threatens to cease to carry on business in the ordinary course;</p> <p>c) breaches a material obligation under the Agreement, which cannot be remedied or otherwise is not remedied within 14 days of the date of written notice of notifying party.</p>	<p>10. 暂停和终止</p> <p>10.1 如果一方出现以下情况，另一方可暂停履行其在本协议项下的义务：</p> <p>(a) 触发破产法律或任何其他与资不抵债或债权保护有关的法令项下的任何程序，或开始受限于前述情形；</p> <p>(c) 停止或可能将停止开展正常业务活动；</p> <p>(d) 违反本协议项下的重大义务，且无法补救或在通知方发出书面通知之日起 14 天内未予以补救。</p> <p>10.2 <u>范颂尼可在提前七天向供应商发出书面通知后终止本协议。</u></p>

10.2	<u>Versuni may terminate this Agreement for convenience by giving seven days prior written notice to Supplier.</u>	10.3	<u>终止后，供应商有权就其已经交付的商品/服务，按比例收取本协议约定价款。供应商应向范颂尼退还范颂尼已经支付的但尚未发生的费用。终止不影响任何一方在终止前产生的权利。</u>
10.3	<u>Upon termination, Supplier shall be entitled to the fees set out in the Purchase Order in the same proportion as the quantity of Goods/Services as delivered. Supplier shall refund Versuni for fees related to the Goods/Services that has not been delivered. Termination shall not affect rights of either party accrued prior to termination.</u>		
11.	Confidentiality Supplier shall not use any Confidential Information other than for the purpose of the Agreement and shall not release any publication of any sort in relation to the Agreement without prior written consent of Versuni. This includes any use of Versuni's name and brands carried by Versuni in any marketing materials.	11.	<b>保密</b> 未经范颂尼事先书面同意，供应商不得将任何保密信息用于本协议以外的目的，也不得以任何形式发布与本协议有关的任何信息。这包括在任何营销材料中使用范颂尼的名称和品牌。
12.	Miscellaneous	12.	<b>其他条款</b>
12.1	Supplier shall not assign or subcontract any of its rights or obligations under the Agreement without the prior written consent of Versuni.	12.1	未经范颂尼事先书面同意，供应商不得转让或分包其在本协议项下的任何权利或义务。
12.2	Versuni may upon notice to Supplier assign or subcontract any of its rights or obligations under the Agreement.	12.2	范颂尼可在通知供应商后转让或分包其在本协议项下的任何权利或义务。
12.3	The Agreement shall be governed by and construed in accordance with the laws of the location where Versuni is registered, as applicable.	12.3	本协议受范颂尼注册地的法律管辖，并依其解释。
12.4	<u>Supplier and Versuni each consent to the exclusive jurisdiction of the competent courts (i) where Versuni is located; or (ii) at the option of Versuni, where the Supplier is located.</u>	12.4	<u>供应商和范颂尼均同意以下管辖法院的专属管辖权：(i) 范颂尼所在地的管辖法院；或 (ii) 根据范颂尼的选择，供应商所在地的管辖法院。</u>
12.5	The United Nations Convention on International Sale of Goods shall not apply to the Agreement.	12.5	《联合国国际货物销售合同公约》不适用于本协议。
12.6	This Agreement is written in English and Chinese. In case of any discrepancy between the English and Chinese versions, the Chinese version shall prevail.	12.6	本协议以中英文书成，中英文如有任何不一致的，以中文为准。
Versuni General Conditions of Purchase Version February 2023		范颂尼一般采购条款 2023年 2 月版	