STANDARD TERMS AND CONDITIONS OF PURCHASE FOR GOODS AND SERVICES
货物及服务采购标准条款与条件

1. BASIS OF CONTRACT

基础合同

1.1 These Terms and Conditions apply to the written order ("**Order**") from the TT Electronics group entity ("**TT**") to the supplier to whom the Order is addressed ("**Supplier**").
本条款与条件适用于 TT Electronics 集团实体（以下简称"TT"）向订单所载明供应商（以下简称"供应商"）发出的书面订单（以下简称"订单"）。

1.2 The Order constitutes an offer by TT to purchase the goods and or the services specified in the Order (respectively the "**Goods**" and the "**Services**"). The Order shall be deemed to be accepted on the earlier of:
订单构成 TT 购买订单中所列货物和/或服务（分别称为"货物"和"服务"）的要约。订单应在以下情况中较早的一方被视为接受：

(a) the Supplier issuing a written acceptance of the Order; or
供应商出具书面订单接受函；或

(b) the Supplier doing any act consistent with fulfilling the Order;
供应商实施任何履行订单的行为；

at which point the Order shall be binding on the Supplier and TT.

自该时点起，订单即对供应商及 TT 具有约束力。

1.3 The Order incorporating these Terms and Conditions applies to the exclusion of any other terms that the Supplier seeks to impose or incorporate. Including, without limitation, any terms the Supplier may supply with, or reference, in any quotation or order acknowledgement. The Order incorporating these Terms and Conditions being referred to as the "**Agreement**".
包含本条款和条件的订单适用于排除供应商试图强加或包含的任何其他条款。包括但不限于供应商在任何报价或订单确认中可能提供或参考的任何条款。包含这些条款和条件的订单被称为"协议"。

1.4 A verbal order of any kind shall only be treated as an Order placing obligations on TT where it is followed up with a written purchase order / delivery schedule from TT.
任何形式的口头订单，只有在 TT 提供书面采购订单/交货时间表的情况下，才应被视为 TT 的下单义务。

2. THE GOODS

货物

Goods Warranty

货物担保

2.1 The Supplier warrants that the Goods shall:

供应商保证货物应：

(a) correspond with their description and any applicable specification (being any specification, drawings, technical standards, manufacturing processes, and other documents) as set out or referenced in the Order or if no specification is set out or referenced in the Order, the latest specification provided by TT to the Supplier in respect of the Goods, or in the absence of such specification the latest specification provided by the Supplier to TT for the Goods;
符合其描述和订单中规定或引用的任何适用规格（包括任何规格、图纸、技术标准、制造工艺和其他文件），如果订单中没有规定或引用任何规格，则符合 TT 向供应商提供的有关货物的最新规格，或在没有此类规格的情况下，符合供应商向 TT 提供的有关货物的最新规格；

(b) be of satisfactory quality and: (i) fit for any purpose to which they may reasonably be put; and (ii) any specific purpose made known to the Supplier by TT expressly or by implication;
具有令人满意的品质，并且：(i)适合合理放置它们的任何目的；以及（ii） TT 明确或暗示告知供应商的任何特定目的；

(c) be free from defects in design, material and workmanship and remain so for 48 months after the date they are delivered to TT;
不存在设计、材料及工艺缺陷，并自交付 TT 之日起 48 个月内持续符合上述要求。

(d) comply with all applicable legal, statutory and regulatory requirements, in force from time to time, including, without limitation, those relating to, the environment, the manufacture, quality and labelling (including CE marking), packaging, storage, handling and delivery of the Goods (including without limitation those in place at: (i) the country of manufacture; (ii) the country from which the Goods are supplied; (iii) the country to which the Goods are supplied; and (iv) any other countries agreed in advance by the Parties); and
遵守不时生效的所有适用法律、法规及监管要求，包括但不限于与以下事项有关的规定：环境保护； 制造； 质量； 标签标识（包括 CE 标志），包装，储存，搬运和交付； 包括但不限于以下国家或地区适用的要求：(i) 制造国；(ii) 发货国；(iii) 收货国；(iv) 双方事先约定的任何其他国家。

(e) comply with the terms of any applicable quality assurance agreement, logistics agreement, or applicable TT policy or procedure.
符合任何适用的质量保证协议、物流协议以及 TT 的相关政策或程序。

Compliance declarations must be supplied in advance of delivery where requested by TT.

如 TT 要求，供应商应在交付前提供相关合规声明。

Goods Delivery

货物交付

2.2 The Supplier shall deliver the Goods on the date specified in the Order ("**Delivery Date**"). If no such date is specified, within any agreed lead times, if no lead time has been agreed within 28 days of the date of the Order.

供应商应于订单要求日期（下称"交货日期"）交付货物。若订单未指定交货日期，则按双方按照约定的交付周期执行；若双方未约定交付日期，供应商须于订单出具之日起 28 日内完成交货.

2.3 The Supplier shall deliver the Goods:

供应商应：

(a) to TT's premises specified on the Order, or such other location as is set out in the Order, or as instructed by TT prior to delivery ("**Delivery Location**");
将货物交付至：订单中指定的 TT 场所，或 订单规定的其他地点，或 TT 于交付前另行通知的地点； 以上地点统称"交付地点"。

(b) during TT's normal business hours, or as instructed by TT; and
在 TT 正常营业时间内交付，或按照 TT 的指示，和

(c) Delivered Duty Paid (DDP) pursuant to the then current set of Incoterms, unless otherwise agreed and stipulated on the face of the Order.
除非订单另有明确约定，应按照现行《国际贸易术语解释通则》下的 DDP 条件交付。

2.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location and time shall be of the essence for all deliveries.

货物交付以在交付地点完成卸货为交付完毕；所有交货事宜均严格遵守时限要求，时间为本合同核心履约要件。

2.5 The Supplier shall ensure that:

供应商应确保：

(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
货物采用适当包装及固定方式，以保证货物完好抵达目的地。

(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are agreed to be delivered by instalments, the outstanding balance of Goods remaining to be delivered.
每批货物均附有送货单，载明：订单日期； 订单编号（如适用）； 货物类型； 货物数量； 货物编码（如适用）； 特殊储存要求（如有）； 如分批交付，还应注明尚未交付的剩余货物数量。

2.6 Packaging, Labeling, and Traceability. Supplier shall package the Goods in accordance with good commercial practice and any packaging, labeling, handling, preservation, and shipping instructions provided by TT (including any logistics agreement). Each shipment shall be labeled and documented to permit traceability to manufacturing lot/batch (and date/shift where applicable), and shall include any certificates of conformance, test reports, country-of-origin documentation, and other compliance documentation required by the Order or requested by TT. Supplier shall not change packaging or labeling for the Goods without TT's prior written approval.

供应商应按照良好商业惯例，以及 TT 方提供的全部包装、贴标、装卸、保存及运输指引（含各类物流协议）对货物进行包装。每一批次出货均需粘贴标识并配套单据，确保可追溯至生产批次（适用时需追溯至生产日期 / 生产班次）；同时随货提供订单约定或 TT 方要求的合格证书、检测报告、原产地证明及其他合规文件。未经 TT 方事先书面许可，供应商不得擅自变更货物包装或标识样式。

2.7 The Supplier shall promptly notify TT in writing if any materials or goods required by each Order are deemed hazardous under the laws, rules or regulations of any applicable governmental or regulatory authority.

如任何订单项下所需材料或货物依据适用法律、法规或监管规定属于危险品，供应商应立即书面通知 TT。

2.8 Deliveries shall contain the correct quantities of Goods. Without prejudice to this obligation if the Supplier:

交付数量应准确无误。在不影响该义务的前提下：

(a) delivers less Goods than the quantity ordered, TT may reject the Goods; or

若交付数量少于订购数量，TT 有权拒收货物。

(b) delivers more Goods than the quantity ordered, TT may at its discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and TT accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods. Additional costs incurred by TT for under delivery can be recovered from the supplier (including, without limitation, costs associated with small batch size and labour inefficiency).

若交付数量超过订购数量，TT 可自行决定：拒收全部货物；或拒收超出部分货物。被拒收货物应由供应商承担风险和费用退回。若 TT 接受超量或短量交付，则发票金额应按实际数量进行相应调整。因短交导致 TT 产生的额外费用（包括但不限于小批量生产成本及人工效率损失）可向供应商追偿。

2.9 The Supplier shall not deliver the Goods in instalments without TT's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they shall be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle TT to the remedies set out in clause 7 (Remedies) in respect of the entire Order.

未经 TT 事先书面同意，供应商不得分期交付货物。约定分期交付货物的，应当单独开具发票并单独付款。然而，供应商若出现任一批次货物逾期交付、完全未交付，或任一批次货物存在质量瑕疵的，TT 有权依据第 7 条（补救措施）之约定，就整份订单主张全部补救权利。

2.10 Risk in the Goods shall pass to TT on completion of delivery, title shall pass on payment for the Goods, save that TT shall be permitted to incorporate and sell the Goods in the ordinary course of its business. In respect of any capital items used in the manufacturing process for the Goods, which TT is paying for in instalments, title for such items shall pass to TT once TT has paid instalments equal to, or greater than, fifty per cent (50%) of the total payable for the item (without prejudice to TT's obligation to pay the remaining instalments).

货物风险在交付完成时转移给 TT，货物所有权则在支付货款时转移；TT 有权在正常经营过程中将该货物装配、集成到其产品中并进行销售。对于 TT 采取分期付款方式购买的、用于该货物制造过程的任何资本性项目，一旦 TT 支付的分期款项总额达到或超过该项目应付总额的百分之五十（50%），该项目的所有权即转移给 TT（不免除 TT 支付剩余分期款项的义务）。

Inspection and Acceptance

检查与验收

2.11 TT may inspect and test the Goods and Services at any time (including after delivery and, for Services, after completion) and may reject any Goods or Services that do not conform to the Agreement. No inspection, test, approval, payment, or use of the Goods or Services shall constitute acceptance or waive any of TT's rights or remedies. TT may reject nonconforming Goods or Services within a reasonable time after discovery, including for latent defects.

TT 有权随时对货物及服务开展检验与检测（含交货完成后检验；如为服务，则含服务完工后检验），并可拒收任何不符合本协议约定的货物或服务。TT 对货物、服务实施的任何检验、检测、验收、付款或投入使用行为，均不构成对货物 / 服务的认可，亦不视为 TT 放弃其任何权利及补救途径。TT 在发现货物或服务存在不符情形后的合理期限内（包括发现隐性瑕疵时），均可作出拒收不合格货物、不合格服务的决定。

Goods End of Life

产品停产

2.12 The Supplier shall provide TT with at least one (1) year's notice, if it intends to, or becomes aware of circumstances which may cause it to, cease the production of any Goods supplied to TT in the preceding ten (10) years. Within such one (1) year notice period the Supplier shall meet all Orders for Goods and shall provide all reasonable co-operation requested by TT, and all information requested by TT, to enable TT to procure or establish an alternate source of supply for such Goods. At TT's request the Supplier shall also: (i) offer to sell to TT any tooling or equipment specifically purchased or modified for the supply of such Goods, at the price paid by the Supplier for such tooling or equipment less a reasonable deduction for any degradation and / or depreciation to the tooling or equipment; and (ii) offer to licence to TT on a worldwide, non-exclusive basis, with the right to grant sub-licences, all technical information and intellectual property rights required to manufacture, sell and use the Goods. The licence terms shall be such commercially reasonable terms as would be agreed by a willing licensee and licensor.

如供应商计划停止生产，或知悉可能导致停止生产在过去十年内向 TT 供应的任何货物的情况，应至少提前一年书面通知 TT。在该一年通知期内：供应商应满足 TT 所有订单需求； 配合 TT 提出的合理要求，并提供其要求的相关信息； 提供 TT 要求的所有信息； 以便 TT 建立替代供应来源。应 TT 要求，供应商还应：(i) 按照原购买价格扣除合理折旧后，将专门为该货物采购或改造的模具及设备出售给 TT；(ii) 向 TT 授予全球范围内、非独占、可再许可的许可权，以使用制造、销售及使用该货物所需的全部技术资料和知识产权。许可应按照商业上合理的条件授予。

3. THE SERVICES

服务

3.1 The Supplier shall provide the Services specified in the Order to TT. The Supplier warrants that the Services shall:

供应商应向 TT 提供订单中规定的服务。供应商保证该等服务应：

(a) correspond with their description and any applicable specification (being any specification, description, technical requirements, standards and other instructions / requirements) as set out or referenced in the Order or if no specification is set out or referenced in the Order, the latest specification provided by TT to the Supplier in respect of the Services, or in the absence of such specification the latest specification provided by the Supplier to TT for the Services;
符合其描述以及任何适用规范（包括任何规格、说明、技术要求、标准及其他指示/要求）。该等规范应：载于订单中；或在订单中被引用； 如订单中未列明或引用相关规范，则以 TT 向供应商提供的最新服务规范； 如不存在该等规范，则供应商向 TT 提供的最新服务规范。

(b) be performed and completed within, and time is of the essence in respect of, the timescale set out in the Order;
按照订单规定的时间完成履行，且时间对于服务履行属于本协议的核心条款。

(c) be performed with reasonable skill and care and in accordance with industry standards and best commercial practices;
以合理的技能和谨慎态度提供服务，并符合行业标准及最佳商业惯例。

(d) be of satisfactory quality and any deliverables to be provided pursuant to the Services shall be: (i) fit for any purpose to which they may reasonably be put; and (ii) any specific purpose made known to the Supplier by TT expressly or by implication;
服务质量应达到合格标准；依据本服务交付的全部交付成果须满足：(i) 适用于合理预期用途；(ii) 适用于 TT 明示或默示告知供应商的任何特定用途。

(e) comply with all applicable legal, statutory and regulatory requirements in force from time to time;
遵守不时生效的所有适用法律、法规及监管要求。

(f) be performed by any individual named in the Order, or in the absence of any such named individual, by suitably qualified and experienced individuals; and
服务由订单指定人员实施；如订单未指定具体人员，则应由具备相应资质与从业经验的人员开展服务。

(g) comply with the terms of any applicable quality assurance agreement, logistics agreement, or applicable TT policy or procedure.
服务须遵守适用的质量保证协议、物流协议，以及 TT 现行有效的各项规章制度与操作流程。

4. SUPPLIER OBLIGATIONS

供应商义务

4.1 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement.

供应商应始终持有并维持履行本协议所需的全部执照、许可、授权、同意及批准。

4.2 The Supplier shall in undertaking it obligations pursuant to the Agreement comply with all applicable laws and regulations including, without limitation:

供应商在履行本协议项下义务时，应遵守所有适用法律法规，包括但不限于：

(a) Anti-bribery laws, and the Supplier certifies and represents that it has not made or solicited and will not make or solicit any kickbacks or bribes in any form or otherwise act in contravention of any anti bribery laws. In particular, but without limitation FAR 52.203-7 (Anti-Kickback Procedures (Oct 2010)) or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference.
反贿赂相关法律。供应商特此声明并保证，其未曾索取、给予，且今后亦不会索取或提供任何形式的回扣、贿赂，亦不会实施任何违反反贿赂法律的行为。特别包括但不限于：FAR 52.203-7《反回扣程序》（2010 年 10 月版）； 《1986 年反回扣法》（Anti-Kickback Act of 1986，41 USC 51-58）。 上述规定通过引用方式纳入本协议并构成本协议组成部分。

(b) Export control laws, and the Supplier certifies that it is has all necessary consents to be able to supply the Goods and Services and is not a denied party or otherwise subject to any export control restrictions.
出口管制相关法律。供应商保证其已取得供应货物及服务所需的全部必要许可，自身不属于受限交易主体，亦不受任何出口管制措施约束。

(c) Modern slavery laws, and the Supplier certifies that it complies with all applicable anti-slavery and human trafficking laws. The Supplier confirms that it will maintain throughout the term of this Agreement adequate policies and procedures to ensure its compliance with all applicable laws and that it will ensure the compliance of each of its suppliers and permitted subcontractors with such laws.
现代奴役法律，供应商声明并保证：其遵守所有适用的反奴役及反人口贩运法律。供应商进一步确认：在本协议有效期内，其将持续维持充分的政策和程序，以确保遵守所有适用法律，并确保其所有供应商及经批准的分包商同样遵守该等法律。

4.3 Supplier Code of Conduct. Supplier shall comply with TT's Supplier Code of Conduct (https://www.ttelectronics.com/getmedia/033f4cbf-a13d-43cf-94e8-9dd58fc9d796/Corporate-and-Social-Responsibilities-Supplier-Requirements-for-TT-Electronics-December-2023.pdf) and any other corporate policies communicated by TT to Supplier that are applicable to Supplier's performance under the Agreement (as such code or policies may be updated from time to time). Upon TT's request, Supplier shall certify its compliance in writing and shall promptly notify TT of any actual or suspected violation. Supplier shall ensure its employees, agents, and approved subcontractors comply with the foregoing requirements.

供应商行为准则。供应商应遵守 TT《供应商行为准则》以及 TT 不时向供应商通知、且适用于本协议履行的其他公司政策。应 TT 要求，供应商应：以书面形式确认其合规情况； 及时通知 TT 任何实际发生或疑似违反行为准则或相关政策的情况。 供应商还应确保：其员工、代理人及经批准的分包商遵守上述要求。

4.4 TT shall have the right to inspect, with its advisors and customers, the Supplier's premises and those of its approved subcontractors to monitor, including testing, supply of the Goods and Services and compliance with the terms of this Agreement. The Supplier shall promptly provide all assistance and information requested by TT to monitor and confirm such compliance.

TT 可携其顾问、客户前往供应商及其备案分包商场地现场稽核，监督货物、服务交付并开展检测，核查本协议履约情况。供应商须即刻配合提供 TT 要求的全部资料与协助，以供合规核验。

4.5 If following such inspection TT considers that the Goods or Services do not conform or are unlikely to comply with the Supplier's undertakings pursuant to this Agreement, TT shall inform the Supplier and the Supplier shall immediately take such remedial action, as is necessary to ensure compliance. TT shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions. The Supplier shall bear all its costs, and TT's costs including TT's customer's costs, relating to inspection and remedial action.

如 TT 在检查后认为：货物或服务不符合本协议要求；货物或服务可能无法符合供应商根据本协议作出的承诺； TT 应通知供应商。供应商应立即采取必要的纠正措施，以确保符合本协议要求。在供应商完成纠正措施后，TT 有权再次进行检查和测试。与检查及纠正措施有关的全部费用，包括：供应商自身费用， TT 费用，TT 客户费用，均由供应商承担。

4.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and Services, and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.

无论是否进行了任何检查或测试，供应商仍应对货物和服务承担全部责任。任何检查或测试均不应减轻或影响供应商在本协议项下的义务。

4.7 Records Retention and Audit. Supplier shall create and maintain complete and accurate records relating to its performance under the Agreement (including, as applicable, quality/testing records, traceability, certifications, and invoices/charge support) for at least six (6) years after the later of final delivery or completion of Services (or longer if required by applicable law or the Order). Upon reasonable notice, TT (and TT's customers where applicable) may audit such records to verify compliance and charges. Supplier shall provide reasonable access and assistance and shall promptly address any noncompliance identified.

记录保存与审计。供应商应建立并保存与其履行本协议有关的完整、准确记录，包括（如适用）质量记录、测试记录、可追溯性记录、认证文件以及发票和费用支持文件； 可追溯性记录； 认证文件； 发票及费用支持文件。 上述记录应至少保存至以下较晚日期后六年：最终交货完成之日；或服务完成之日。 如适用法律或订单要求更长期限，则应按更长期限保存。在合理通知后，TT（以及适用情况下 TT 客户）有权审计相关记录，以验证：合规情况； 收费合理性。 供应商应提供合理的查阅权限及协助，并及时纠正任何发现的不合规事项。

4.8 If the supply of the Goods or Services are subject to any export restrictions or other restrictions on their use, the Supplier shall notify TT of this as soon as reasonably possible and in any event within five (5) Working Days of receiving the Order (A "Working Day" shall be any day other than a day treated as a weekend or public holiday at the site to which the notice was addressed). TT may cancel any Orders, without liability to TT, due to any restrictions which it had not previously been advised of in writing.

如货物或服务的供应受到任何出口管制或其他使用限制，供应商应在合理可行的情况下尽快通知 TT，并且无论如何，应在收到订单后五（5）个工作日内向 TT 发出通知。("工作日"系指除通知送达地点适用的周末或法定公共假日之外的任何一天。）如因供应商未事先以书面形式告知 TT 上述限制，而导致订单受到相关限制影响，TT 有权取消任何订单，且无需因此承担任何责任。

5. VARIATIONS

变更

5.1 TT shall have the right to reschedule, vary or cancel any Orders at any point without liability.

TT 有权在任何时候重新安排、变更或取消任何订单，且不承担任何责任。

5.2 TT may request an alteration to the specification of the Goods or Services at any point. On such request the Supplier shall promptly and within five (5) Working Days notify TT whether or not such alteration will result in additional costs to the Supplier or delay in supply. The Supplier shall use all reasonable endeavours to mitigate any such costs rises / delays and shall provide all such information as may be requested by TT to ascertain the extent of such cost rises or any potential delays. Where the alteration:

TT 有权在任何时候要求修改货物或服务的规格要求。收到该等要求后，供应商应立即并在五个工作日内书面通知 TT：该项变更是否会导致额外成本或延迟供货。 供应商应尽一切合理努力降低或避免由此产生的成本增加及延误，并应根据 TT 要求提供相关信息，以便 TT 评估成本增加的程度以及潜在延迟的影响。变更包括:

(a) does not result in any cost increase or delay the Supplier shall immediately make the alteration; or
如该项变更不会导致成本增加或交付延迟，供应商应立即实施该项变更。或

(b) does result in additional costs or delays, the Supplier shall not implement the alteration unless it has first received TT's written agreement to the notified cost increase / delay.
如该项变更会导致额外成本或交付延迟。除非事先获得 TT 对所通知成本增加或延迟的书面批准，否则供应商不得实施该项变更。

If the alteration results in a reduction to the Supplier's costs or enables the Supplier to deliver the Goods or Services earlier than the agreed delivery date, the Supplier shall notify TT of the same and shall reduce the price of the Goods or Services commensurately, and with TT's consent bring forward the delivery date.

如该项变更导致：供应商成本降低或 供应商能够早于约定交付日期交付货物或服务； 供应商应及时通知 TT，并相应降低货物或服务价格。经 TT 同意后，双方亦可协商提前交付日期。。

5.3 The Supplier shall immediately inform TT of any expected delay in the delivery of any Goods or Services.

任何预期可能发生的货物或服务交付延迟，供应商应立即通知 TT。

6. PRICE AND PAYMENT

价格与付款

6.1 The prices for the Goods and Services shall be the price stated on the applicable Order. If no price is stated the price shall be the price agreed by the Parties in any pricing agreement, or if no agreement is in place, the price last agreed by TT from the Supplier's quote.

货物及服务价格应以相关订单载明的价格为准。如订单未载明价格，则应按以下顺序确定：双方签订价格协议的，以该价格协议约定价格为准；如不存在价格协议，则以 TT 最近一次接受供应商报价所确定的价格为准。

6.2 The price of the Goods and Services is exclusive of amounts in respect of value added tax (VAT) or any sales tax, but includes the costs of packaging, insurance and carriage (including customs duties). No extra charges shall be effective unless agreed in writing and signed by TT.

货物及服务价不包含增值税或销售税，但包含包装、保险及运输费用（包括关税）。除非经 TT 书面同意并签署确认，否则任何额外收费均无效。

6.3 TT shall, on receipt of a valid value added tax (VAT) or any sales tax invoice from the Supplier, pay to the Supplier such additional amounts in respect of value added tax (VAT) or any sales tax as are chargeable on the supply of the Goods and Services.

TT 在收到供应商开具的合法有效增值税发票或销售税发票后，应向供应商支付依法应就货物及服务供应产生的相关税额。

6.4 The Supplier may invoice TT for:

供应商在如下情况可以开具发票给 TT:

(a) the Goods on or at any time after the completion of delivery.
货物在交付时或交付完成后的任何时间。
(b) the Services on or at any time after their completion or as agreed in the Order.
在服务完成时或完成后的任何时间，或按订单约定。

6.5 TT shall pay correctly rendered invoices within the payment period agreed by the Parties. Payment shall be made to the bank account nominated in writing by the Supplier.

TT 应在双方约定的付款期限内支付正确开具的发票。付款应支付至供应商书面指定的银行账户。

6.6 Invoices must reference the applicable Order number and include sufficient detail to support the charges. TT may withhold payment of any disputed amount in good faith without penalty or interest while the Parties work to resolve the dispute. Supplier shall not charge, and TT shall not be liable for, any late fees, finance charges, or similar charges unless expressly agreed in writing by TT.

发票必须注明订单编号，并包含能够证明各项费用的相关明细。在双方致力于解决争议期间，TT 可善意暂缓支付任何有争议的款项，且无需承担罚金或利息。除非 TT 明确书面同意，否则供应商不得收取（且 TT 亦不承担支付责任）任何滞纳金、财务费用或类似费用。

6.7 TT may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to TT against any liability of TT to the Supplier.

在不影响 TT 任何其他权利或补救措施的前提下，TT 有权随时将供应商欠付 TT 的任何款项与 TT 应付供应商的任何款项进行抵销。

7. REMEDIES

补救措施

7.1 If the Supplier fails to comply with the terms of this Agreement, then, without limiting any of its other rights or remedies, TT shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods or Services:

如供应商未能遵守本协议条款，则在不影响 TT 享有的任何其他权利或补救措施的前提下，无论 TT 是否已经接受相关货物或服务，TT 均有权采取以下一项或多项措施：

(a) to terminate the Agreement in whole or in part without liability to the Supplier;
全部或部分终止本协议，且无需对供应商承担任何责任。
(b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's risk and expense (including all shipping, handling, and administrative costs). Supplier shall, at TT's option, promptly issue a credit or refund for all rejected Goods; no restocking fees shall apply;

拒收全部或部分货物，并将其退还给供应商，相关风险及费用均由供应商承担，包括但不限于：运费； 搬运费； 行政管理费用。 根据 TT 的选择，供应商应立即：开具贷项通知单；或退还全部被拒收货物对应价款。 供应商不得收取任何补货费或类似费用。

(c) to require the Supplier to repair or replace the rejected Goods or to re-perform the Services, or to provide a full refund of the price of the rejected Goods or Services (if paid);
要求供应商修理或更换被拒绝的货物或重新履行服务，或全额退还被拒绝的货物或服务的价格（如已支付）。

(d) to refuse to accept any subsequent delivery of the Goods, or performance of the Services, which the Supplier attempts to make;
拒绝接受供应商后续拟交付的任何货物或服务。

(e) to recover from the Supplier any costs incurred by TT in obtaining substitute goods or Services from a third party; and
向供应商追偿 TT 因向第三方采购替代货物或服务而产生的全部费用。

(f) to claim damages for any other costs, loss or expenses incurred by TT which are in any way attributable to the Supplier's failure to carry out its obligations under the Agreement, and the Supplier shall indemnify TT in respect of the same.
就因供应商未能履行其在本协议项下的义务而导致 TT 发生的任何其他费用、损失或费用索赔损害赔偿，并且供应商应就此向 TT 赔偿。

7.2 These terms shall apply to any repaired or replacement Goods, or re-performed services, supplied by the Supplier.

本条款同样适用于供应商提供的修理后的货物、替换货物以及重新履行的服务。

8. TT MATERIALS

TT 材料

8.1 The Supplier acknowledges that all specifications, drawings, data, materials, equipment, tools and replacement tools supplied by TT to the Supplier or paid for by TT ("**TT Materials**") and all rights in TT Materials are and shall remain the exclusive property of TT (including, without limitation, all TT Materials, as maintained and including all additions or variations thereto and copies thereof or items containing copies thereof). The Supplier shall keep TT Materials in its possession, in safe custody at its own risk, maintain them in good condition until returned to TT, at TT's request and at no additional cost to TT. Supplier shall not transfer to any third party, dispose or use the TT Materials other than in accordance with TT's written instructions or authorisation, nor use them for any purpose other than supplying Goods or Services to TT. Supplier shall keep TT Materials free and clear of all liens and encumbrances, clearly mark (where practical) TT Materials as TT property, and segregate TT Materials from Supplier's property to the extent reasonable to do so. TT or its agents may at any point enter the Supplier's premises, or any premises to which the TT Materials have been transferred, to retake possession of some or all of the TT Materials and the Supplier shall provide all requested assistance to facilitate the same.

供应商承认，TT 向供应商提供或由 TT 支付费用的所有规格、图纸、数据、材料、设备、工具和替换工具（"TT 材料"）以及 TT 材料的所有权利均是且应始终是 TT 的专有财产（包括但不限于维护的所有 TT 材料，包括其所有添加或变体及其副本或包含其副本的项目）。供应商需遵守 TT 的要求，自行保管并安全保管 TT 材料，并自行承担风险，并使其保持良好状态直至返还给 TT，且无需向 TT 支付任何额外费用。除非按照 TT 的书面指示或授权，供应商不得将 TT 材料转让给任何第三方、处置或使用，也不得将其用于除向 TT 提供商品或服务之外的任何目的。供应商应保持 TT 材料不受任何留置权和产权负担，明确将 TT 材料标记为 TT 财产（如果可行），并在合理的范围内将 TT 材料与供应商的财产分开。 TT 或其代理可随时进入供应商的经营场所或 TT 材料已转移到的任何经营场所，以重新占有部分或全部 TT 材料，并且供应商应提供所有请求的协助以促进这一过程。

8.2 TT shall own all intellectual property rights (including, without limitation, patents, copyright, design rights and knowhow) in any deliverables, products or designs created to meet TT's Orders ("**Arising Intellectual Property**"). The Supplier shall promptly identify all Arising Intellectual Property to TT and shall on request sign all documentation or undertake all acts as may be required to evidence the assignment of such Arising Intellectual Property to TT. Arising Intellectual Property shall be treated as TT's Confidential Information for the purposes of this Agreement.

对于为满足 TT 订单而产生的任何交付物、产品或设计，TT 应拥有其中的所有知识产权（包括但不限于专利权、著作权、设计权及专有技术）（统称"衍生知识产权"）。供应商应及时向 TT 明确标识所有衍生知识产权，并应 TT 的要求签署所有必要文件或采取所有必要行动，以证明该等衍生知识产权已转让给 TT。就本协议而言，衍生知识产权应被视为 TT 的保密信息。

9. INDEMNITY

赔偿

9.1 The Supplier shall keep TT, its affiliates and customers, 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 (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred as a result of or in connection with:

供应商应使 TT、其关联公司和客户免受因以下原因或与之相关而遭受或产生的所有责任、成本、费用、损害和损失（包括但不限于任何直接、间接或相应的损失、利润损失、声誉损失和所有利息、罚款和法律费用（以全额赔偿为基础计算）以及所有其他专业成本和费用）：

(a) any claim made for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods or Services;
因供应或使用货物或服务而产生或与之相关的实际或涉嫌侵犯第三方知识产权的任何索赔。
(b) any claim made by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods or Services; and
第三方就货物或服务缺陷引起的或与货物或服务缺陷有关的死亡、人身伤害或财产损失提出的任何索赔；和
(c) any breach, negligent performance or failure or delay in performance of this, Agreement by the Supplier, its employees, agents or subcontractors.
供应商、其雇员、代理或分包商违反、疏忽履行或未能履行或延迟履行本协议。

10. INSURANCE

保险

As at the date of acceptance of the Order and for a period of six (6) years after the last Goods or Services were provided, the Supplier shall maintain in force, with a reputable insurance company, insurance to cover the liabilities that may arise under or in connection with the Agreement, including, without limitation, professional indemnity insurance, product liability and recall insurance and public liability insurance, and shall, on TT's request, provide TT with a copy of both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

自订单被接受之日起，并在最后一批货物交付或最后一项服务完成后的六年内，供应商应持续向信誉良好的保险公司投保，以覆盖因本协议产生或与本协议相关的责任风险。该等保险应包括但不限于：职业责任保险；产品责任保险；产品召回保险；公众责任保。TT 提出要求时，供应商应向 TT 提供：保险证明文件以显示保险范围及保障内容；以及当年度保险费已缴纳的付款凭证。

11. QUALITY

质量

11.1 The Supplier shall comply with the terms of any quality agreement agreed between the Parties, and without prejudice to any additional requirements set out in any such quality agreement, shall put in place and maintain an appropriate quality control system and procedures, and will provide TT with a copy of such procedures upon request.

供应商应遵守双方签署的任何质量协议。在不影响该等质量协议所规定的任何额外要求的前提下，供应商应：建立适当的质量控制体系；制定并维持相应质量管理程序。 如 TT 提出要求，供应商应向 TT 提供该等程序文件的副本。

11.2 The Supplier shall immediately notify TT of any:

如有以下情况，供应商应立即通知 TT。

(a) nonconforming Goods or Services and shall obtain TT's prior written approval before delivering any nonconforming Goods or Services; and
如货物或服务存在任何不符合要求的情形，供应商应立即通知 TT；未经 TT 事先书面批准，不得交付该等不符合要求的货物或服务。
(b) proposed changes to its processes, products, or services, including, without limitation, changes of their composition, attributes, form fit or function, specification, manufacturing process, external providers or location of manufacture, and obtain TT's prior written approval before the change is made.
拟对其流程、产品或服务进行的变更（包括但不限于涉及成分、特性、外形、适配性、功能、规格、制造工艺、外部供应商或制造地点的变更），并须在实施变更前获得 TT 的事先书面批准。

11.3 Recall and Field Action Cooperation. Supplier shall immediately notify TT in writing upon becoming aware of any actual or suspected defect, nonconformance, or safety issue in any Goods or Services that could reasonably be expected to result in a recall, field action, customer notification, regulatory reporting, or similar corrective action. Supplier shall cooperate fully with TT and TT's customers in investigating, mitigating, and resolving any such issue, including by providing relevant records, root cause analysis, corrective and preventive action (CAPA), and replacement/repair support as requested. To the extent a recall or field action is caused by or attributable to Supplier's Goods, Services, or breach of the Agreement, Supplier shall bear all costs and expenses incurred by TT (and TT's customers) in connection with such recall or field action, including costs of notification, shipping, sorting, rework, replacement, repair, removal, and disposal.

关于召回及现场行动的合作。一旦获悉任何货物或服务存在（或疑似存在）缺陷、不符合规定或安全问题，且该问题有合理可能导致召回、现场行动、客户通知、监管报告或类似纠正措施，供应商应立即书面通知 TT。供应商应全力配合 TT 调查、控制并解决此类问

题，包括按要求提供相关记录、根本原因分析、纠正与预防措施（CAPA）以及更换/维修支持。若召回或现场行动由供应商的货物、服务或其违反本协议的行为引起或应归因于此，则供应商应承担 TT（及 TT 客户）因该召回或现场行动而产生的所有成本和费用，包括通知、运输、分拣、返工、更换、维修、拆除及处置等相关费用。

12. CONFIDENTIALITY

保密

12.1 Pursuant to the Agreement each Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party") confidential and/or proprietary information related to its products, technology, research plans, business affairs and/or finances related to the provision of the Goods or Services under this Agreement (the "Confidential Information"). All Confidential Information is and shall remain the property of the Disclosing Party.

根据本协议，每一方（"披露方"）可以向另一方（"接收方"）产品、技术、研究计划、业务及财务等方面的机密和/或专有信息（"机密信息"）。所有机密信息现在和将来均属于披露方的财产。

12.2 Neither Party shall be obliged to maintain in confidence Confidential Information which:

任何一方均无义务对下列保密信息承担保密责任：

(a) was lawfully known by the Receiving Party, free from any restriction, prior to being received from the Disclosing Party;
接收方在从披露方接收该信息之前，已合法获悉且不受任何限制；

(b) is subsequently disclosed to the Receiving Party without restriction by a third party who, to the best of the Receiving Party's knowledge, has the right to disclose the Confidential Information to the Receiving Party without restriction;
由第三方在不受限制的情况下随后向接收方披露的信息，且据接收方所知，该第三方有权向接收方不受限制地披露该保密信息；

(c) is or, without the fault of the Receiving Party, becomes publicly known; or
已为公众所知或在非因接收方过错的情况下变为公众所知的信息；或

(d) is developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.
由接收方在未参考披露方的保密信息的情况下制定。

12.3 Each Party undertakes that except as expressly permitted pursuant to this Agreement it shall not, and shall ensure that its affiliates do not, disclose or permit to be disclosed to any third party, or use or permit the use for any purpose other than in performance of its obligations under this Agreement, any of the other Party's Confidential Information, save where such disclosure is required by law, in which case the Receiving Party shall (i) promptly, to the extent permitted by law, notify the Disclosing Party; (ii) provide to the Disclosing Party all reasonable assistance to obtain confidentiality undertakings; and (iii) only disclose the minimum amount of Confidential Information required to comply. The provisions of this clause shall survive for a period of four years from the date on which the Confidential Information was first disclosed.

各方承诺，除本协议明确许可的情形外，其自身及关联方均不得向任何第三方披露（或允许披露）另一方的任何保密信息，也不得将该等保密信息用于履行本协议项下义务以外的任何目的（或允许将其用于此类目的）；但法律要求披露的情形除外。在此类法律要求披露的情形下，接收方应：(i) 在法律允许的范围内及时通知披露方；(ii) 为披露方获取保密承诺提供一切合理协助；以及 (iii) 仅披露为遵守法律规定所必需的最低限度的保密信息。本条款的规定自保密信息首次披露之日起四年内持续有效。

12.4 Artificial Intelligence. Except as expressly permitted by TT in writing, the Supplier shall not: (i) disclose or input any Proprietary Information to any AI System accessible to any third party or otherwise use the Proprietary Information with any AI System accessible to any third party; (ii) use, or permit any third party to use, any Proprietary Information to train or develop any AI System; or (iii) disclose any Proprietary Information to any AI System that maintains any persistent copy of such information. For purposes of this Agreement, "AI System" means any system that implements Artificial Intelligence; and "Artificial Intelligence" means any technology that can make decisions, create predictions, generate content or recognize patterns without being explicitly programmed to do so, including without limitation generative artificial intelligence, large language models, and machine learning systems and algorithms.

关于人工智能。除非获得 TT 的明确书面许可，否则供应商不得：(i) 向任何可供第三方访问的人工智能系统披露或输入任何专有信息，或以其他方式在任何可供第三方访问的人工智能系统中使用该专有信息；(ii) 使用或允许任何第三方使用任何专有信息来训练或开发任何人工智能系统；或 (iii) 永久保存该等信息副本的人工智能系统披露任何专有信息。就本协议而言，"人工智能系统"指任何实现人工智能的系统；"人工智能"指任何无需通过明确编程即可进行决策、做出预测、生成内容或识别模式的技术，包括但不限于生成式人工智能、大语言模型以及机器学习系统和算法。

12.5 All Confidential Information received by either Party under this Agreement shall remain the property of the Disclosing Party. Upon written demand from the Disclosing Party, the Receiving Party will return the Confidential Information and any copies of it to the Disclosing Party, or at the Disclosing Party's

request, destroy all such Confidential Information and provide the Disclosing Party with written confirmation of such destruction. In either event the Receiving Party shall expunge or destroy all Confidential Information from any computer, word processor or other device containing Confidential Information and destroy all notes, analyses, memoranda containing any part of the Confidential Information, save that the Receiving Party shall not be required to destroy, delete or modify any backup tapes or other media pursuant to automated archival processes in the ordinary course of business. The Receiving Party shall additionally be permitted to retain one copy of the Confidential Information in the possession of its legal department to ensure compliance with the terms of this Agreement and applicable law. Copies of any Confidential Information archived or retained pursuant to this clause shall only be used, including at any point following the termination of this Agreement, for the purposes of ensuring compliance with the terms of this Agreement or applicable law.

根据本协议，任何一方收到的所有保密信息均应仍归披露方所有。应披露方的书面要求，接收方须将保密信息及其任何副本归还给披露方，或根据披露方的要求销毁所有此类保密信息，并向披露方提供有关销毁的书面确认。无论采取何种方式，接收方均须从任何存储有保密信息的计算机、文字处理设备或其他设备中清除或销毁所有保密信息，并销毁所有包含保密信息任何部分的笔记、分析资料及备忘录；但接收方无需根据其日常业务中的自动归档流程销毁、删除或修改任何备份磁带或其他介质。此外，接收方获准在其法律部门保留一份保密信息副本，以确保遵守本协议条款及适用法律。根据本条款归档或保留的任何保密信息副本，仅得用于确保遵守本协议条款或适用法律之目的（包括在本协议终止后的任何时间）。

12.6 Where the Parties have entered into a non-disclosure agreement or other confidentiality agreement ("**Confidentiality Agreement**"), the provisions of the Confidentiality Agreement shall take precedence over the confidentiality terms of this Agreement to the extent they provide greater protection for a Party's Confidential Information.

若双方已订立不披露协议或其他保密协议（统称"保密协议"），则在该等保密协议为一方的保密信息提供更强保护的范围内，保密协议的条款应优先于本协议的保密条款适用。

13. TERMINATION

终止

13.1 Either Party may terminate this Agreement immediately if the other Party:

如果另一方出现以下情形，任一方均可立即终止本协议：

(a) commits a material breach of this Agreement and, if such a breach is remediable, fails to remedy that breach within 30 days of that Party being notified in writing of the breach by, or on behalf of, the non-defaulting Party; or
严重违反本协议，且如果该等违约行为可予以补救，但在非违约方或其代表以书面形式通知违约方后 30 天内，违约方仍未予以补救；或

(b) is subject to an Insolvency Event (Insolvency Event means: failing to pay debts as they fall due; entering liquidation or administration or commencing negotiations with any creditors to reschedule its debts, or undergoing any analogous occurrence in any jurisdiction; or threatening to do any of these things in any jurisdiction) or
发生破产事件（"破产事件"是指：未能在债务到期时偿还债务；进入清算或行政管理程序，或开始与任何债权人就债务重组进行谈判，或在任何司法辖区发生任何类似情况；或威胁将在任何司法辖区采取上述任何行为）；或

(c) becomes debarred, suspended or otherwise ineligible for US Government contracts or becomes the subject of proceedings for debarment, suspension or other legal proceedings rendering the Supplier ineligible for US Government contracts.
被禁止、暂停资格或以其他方式丧失获得美国政府合同的资格，或成为导致其丧失获得美国政府合同资格的禁止、暂停或其他法律程序的对象。

13.2 TT shall have the right to terminate this Agreement on a change of Control of the Supplier. For the purposes of this clause "Control" means ownership or control, directly or indirectly, of more than 50% of the voting shares or any other comparable equity or ownership interests of the other corporation or entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or other entity.

如供应商控制权发生变更，TT 有权终止本协议。就本条而言，"控制权"是指直接或间接拥有或控制另一公司或实体超过 50%的有表决权股份，或任何其他同类股权或所有权权益；或者直接或间接拥有控制该公司或其他实体管理和政策方向和经营决策的权力。

13.3 The fulfilment or for any reason, termination, of this Agreement shall not affect any rights or obligations of the Parties arising out of this Agreement which have accrued prior to the date of termination, including, without limitation in respect of TT Materials (Clause 8), Indemnity (Clause 9), TT Confidential Information (Clause 12), Data Protection (Clause 14) and the right to recover damages against the other Party for any breach of this Agreement.

本协议的履行或因任何原因终止，均不影响双方在终止日前依据本协议已经产生的任何权利或义务，包括但不限于与 TT 材料（第 8 条）、赔偿（第 9 条）、TT 保密信息（第 12 条）、数据保护（第 14 条）有关的权利义务，以及因任何违反本协议行为而向另一方追偿损害赔偿的权利。

14. DATA PROTECTION

数据保护

14.1 TT and the Supplier will comply with all applicable data protection legislation, including, without limitation the terms of the UK Data Protection Act and the EU General Data Protection Regulation (the "Regulation"). To the extent that TT provides any personal data ("Data") to the Supplier pursuant to this Agreement the parties acknowledge that TT is a Controller and the Supplier is a Processor in relation to the personal date. The parties also acknowledge that the Supplier may also be a Controller; in particular, where the Supplier is required to exercise its judgement regarding the manner in which Data is processed.

TT 和供应商应遵守所有适用的数据保护法律法规，包括但不限于《英国数据保护法》及《欧盟通用数据保护条例》（以下简称"条例"）。在 TT 依据本协议向供应商提供任何个人数据(以下简称"数据")的范围内，双方确认 TT 为该等个人数据的控制者，供应商为处理者。双方同时确认，供应商亦可能成为控制者；特别是在供应商需要就数据处理方式行使自主判断时。

14.2 The Supplier shall:

供应商应：

(a) Process the Data only on the documented instructions of TT, perform its obligations under this Agreement and take all necessary steps to ensure that its personnel only process Data on instructions from TT. If the Supplier is aware that or of the opinion that any instruction given by TT breaches applicable law, the Supplier shall immediately inform TT of this giving details of the breach or potential breach;
仅根据 TT 记录在案的指示处理数据，履行其在本协议项下的义务，并采取一切必要措施确保其人员仅按照 TT 的指示处理数据。如供应商知悉或认为 TT 发出的任何指示违反适用法律，供应商应立即通知 TT，并提供该违规或潜在违规的详细情况；

(b) ensure that its personnel are under obligations of confidentiality that are enforceable by the Supplier and/or TT take the measures that are expressed to be obligations of the Processor in Article 32 of the Regulation [Security of processing;
确保其人员承担由供应商和/或 TT 强制执行的保密义务，并采取《条例》第 32 条规定的数据处理安全措施，并履行处理者应承担的相关义务；

(c) take all necessary measures in order to ensure a level of security appropriate to protect the Data, including protection from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorised access;
采取一切必要措施，确保达到保护数据相适应的安全水平，包括防止数据遭受意外或非法毁损、丢失、篡改、未经授权披露或未经授权访问；

(d) taking into account the nature of processing and the information available to the Supplier, assist TT in ensuring compliance with TT's obligations in Articles 32-36 of the Regulation [Security of processing, Notification of a personal data breach to authorities and data subjects, impact assessments];
考虑处理活动的性质及供应商可获得的信息，协助 TT 确保履行《条例》第 32 至 36 条规定的义务[处理的安全性、向监管机构和数据主体通知个人数据泄露，影响评估];

(e) Immediately notify TT of any breaches in respect of the Data and support TT in respect of any consequential action it deems appropriate;
立即通知 TT 任何涉及数据泄露事件，并支持 TT 采取其认为适当的后续措施；

(f) at the written election of TT, either: (i) securely destroy the Data (including all copies of it); or (ii) return the Data (including all copies of it) to TT in the format required by TT which retains the integrity of the Data at any time upon request by TT or promptly upon termination or expiry of this Agreement;
根据 TT 的书面选择：(i) 安全销毁数据（包括其所有副本）；或 (ii) 按照 TT 要求并保持数据完整性的格式，将数据（包括其所有副本）返还给 TT，该返还应在 TT 提出要求时的任何时候，或在本协议终止或到期后立即完成；

(g) immediately notify TT if it becomes aware of any Processing of the Data other than in accordance with the terms of this Agreement, or any other breach of this Agreement.
如其知悉任何不符合本协议条款的数据处理行为，或任何其他违反本协议的行为，应立即通知 TT。

(h) provide all information as may be requested by TT to demonstrate the Supplier's and any authorized Sub-Processor's (pursuant to clause 14.3) compliance with this Agreement and allow TT and its authorised representatives, upon reasonable prior written notice to the Supplier, reasonable access during normal business hours to any relevant premises and documents to inspect the procedures and measures referred to in this Agreement;

提供 TT 可能要求的所有信息，以证明供应商及任何经授权的次级处理方（依据第 14.3 条）的合规情况，并允许 TT 及其授权代表在向供应商发出合理的事先书面通知后，在正常营业时间内合理访问任何相关场所和文件，以检查本协议所述程序和措施；

(i) at all times perform its obligations under this Agreement in such a manner as not to cause TT in any way to be in breach any applicable data protection laws; and
始终以不会导致 TT 以任何方式违反任何适用数据保护法律的方式履行其在本协议项下的义务；并且

(j) perform its obligations under this Agreement (and any other agreement relating to the provision of the Goods or Services) in full compliance with this Agreement, the Regulation and all applicable guidelines, statutory orders, supplementary laws and codes of practice issued by relevant regulators pursuant to or in connection with the Regulation.
在履行本协议（以及任何与提供货物或服务有关的其他协议）项下义务时，全面遵守本协议、《条例》以及相关监管机构依据《条例》或与《条例》相关发布的所有适用指南、法定命令、补充法律和行为准则。

14.3 The Supplier shall not appoint any third party, including consultant, sub-contractor, agent or professional adviser or other third party which may receive and/or have access to Data ("Sub-Processor"), without the prior written consent of TT.

未经 TT 事先书面同意，供应商不得指定任何第三方，包括顾问、分包商、代理人、专业顾问或其他可能接收和/或访问数据的第三方(次级处理方)。

14.4 All Data provided to the Supplier under this Agreement shall remain the property of TT and its group companies and shall be classed as confidential information of TT, to be maintained in confidence by the Supplier. Supplier shall have no rights in respect of such Data other than to process it in accordance with the terms of this Agreement.

根据本协议向供应商提供的所有数据均应归 TT 及其集团公司所有，并应被视为 TT 的保密信息，由供应商予以保密。除按照本协议条款处理该等数据外，供应商对该等数据不享有任何权利。

14.5 If TT consents to the appointment of any Sub-Processor under Clause 14.3 above, the Supplier shall put in place in writing with any Sub-Processor contractual obligations which are at least equivalent to the obligations imposed on the Supplier pursuant to this Agreement including obligations which provide sufficient guarantees from the Sub-Processor that the processing meets the requirements of the Regulation. The Supplier shall be liable to TT for any failure of any such Sub-Processor to comply with such equivalent data protection obligations (including where the Supplier is in breach of its obligation to put such obligations in writing with the Sub-Processor).

如 TT 根据上述第 14.3 条同意任命任何次级处理方，供应商应与该次级处理方以书面形式约定合同义务，该等义务至少应等同于本协议施加于供应商的义务，包括要求次级处理方提供充分保证，以确保其数据处理符合《条例》的要求。对于任何该等次级处理方未能遵守上述同等数据保护义务的情形（包括供应商违反其与次级处理方以书面形式约定该等义务的责任的情形），供应商应向 TT 承担责任。

15. NOTICES

通知

15.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, by courier or sent by pre-paid recorded delivery post, to each Party required to receive the notice at its address as set in this Agreement or as otherwise specified by the relevant Party by notice in writing to the other Party.

根据本协议要求发出的任何通知均应采用书面形式，并应通过专人递送、快递送达或预付费挂号邮寄方式，送达至本协议中载明的接收通知一方的地址，或送达至该相关方通过书面通知向另一方另行指定的地址。

15.2 Any notice shall be deemed to have been duly received:

任何通知应视为已被正式收到：

(a) if delivered personally or by courier, when left at the address and for the contact referred to in this clause on a Working Day; or
如通过专人递送或快递送达，则于工作日送达本条所述地址并交付给相应联系人时；或

(b) if sent by pre-paid recorded delivery post, at 9.00 AM on the second Working Day after posting.
如通过预付费挂号邮寄方式发送，则于寄出后的第二个工作日上午 9:00 视为送达。

16. MISCELLANEOUS

其他条款

16.1 Independent Contractors. The Parties hereto are independent contractors and nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment, franchise, agency or fiduciary relationship between the Parties and neither Party shall have the right to bind the other or hold itself out as having such right.

独立缔约方。各方均为独立缔约方，本协议中的任何内容均不得被视为或解释为在各方之间建立合伙、合资、雇佣、特许经营、代理或受托关系。任何一方均无权约束另一方，也不得宣称其拥有该等权利。

16.2 Assignment. The Supplier shall not assign or subcontract any of its rights or obligations pursuant to this Agreement without the prior written consent of TT. Supplier remains fully responsible for the acts and omissions of its approved subcontractors and shall ensure that all approved subcontractors are bound in writing to obligations at least as protective of TT as those in the Agreement.

转让。未经 TT 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。供应商仍应对其经批准的分包商的行为和不作为承担全部责任，并应确保所有经批准的分包商均以书面形式承担不低于本协议保护 TT 利益程度的义务。。

16.3 Non-Exclusive. Nothing in this Agreement shall be construed as appointing the Supplier on an exclusive basis and TT shall be under no obligation to place any orders with the Supplier.

非独家。本协议中的任何内容均不得解释为授予供应商独家供应资格，TT 亦无义务向供应商下达任何订单。

16.4 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and cancels and supersedes all prior agreements, whether verbal or written, between the Parties with respect to the subject matter hereof. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and, to the extent permitted by law, shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. This clause shall not be interpreted as excluding any liability for fraud. No modification of any provision of this Agreement shall be effective unless made in writing and signed by a duly authorized officer of all of the Parties.

完整协议。本协议构成双方就本协议标的事项达成的完整理解和协议，并取代和废除双方此前就该标的事项达成的所有口头或书面协议。双方均确认，在签署本协议时，其并未依赖本协议明确载明内容之外的任何陈述、声明、保证或担保（无论该等陈述、声明、保证或担保系因疏忽或善意作出）；并且在法律允许的范围内，其无权就该等内容主张任何权利或补救措施。本条不得被解释为排除任何欺诈责任。除非以书面形式作出并由双方正式授权代表签署，否则对本协议任何条款的修改均不生效。

16.5 Order of Precedence. In the event of any conflict, the following order of precedence shall apply (highest to lowest): (a) the Order (including any statement of work on the face of the Order); (b) these Terms and Conditions; (c) any applicable quality assurance agreement or logistics agreement expressly referenced in the Order; and (d) any other documents referenced by the Supplier. Any Supplier terms (including those in a quotation, acknowledgement, invoice, or website) are rejected and shall be void.

文件优先顺序。如存在任何冲突，应按以下优先顺序适用（由高至低）：(a) 订单（包括订单正文中的任何工作说明书）；(b) 本条款与条件；(c) 订单中明确引用的任何适用质量保证协议或物流协议；以及(d) 供应商引用的任何其他文件。任何供应商条款（包括载于报价单、确认函、发票或网站中的条款）均被拒绝且无效。

16.6 Severability. If any term of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, such terms shall be divisible and deleted. To the extent it is declared invalid or unenforceable, the remaining terms of this Agreement shall continue in full force and effect. Any invalid or unenforceable provision shall be replaced to the extent possible with a new provision which will allow the Parties to this Agreement to achieve the same intended result.

可分割性。如本协议任何条款被有管辖权的法院或其他机构认定为无效或不可执行，则该条款应予分离并删除。除被认定无效或不可执行的部分外，本协议其余条款仍继续有效并具有约束力。任何无效或不可执行的条款，应在可能范围内以新的条款替代，以使双方能够实现原条款所拟达到的相同目的。

16.7 Further Assurance. The Supplier shall do, or procure the doing of, all acts and things, and execute, or procure the execution of, all documents, and provide all information, as may reasonably be required to give full effect to this Agreement.

进一步保证。供应商应采取或促使采取一切合理必要的行为和措施，签署或促使签署所有文件，并提供所有信息，以充分实现本协议的效力。

16.8 No Waiver. No delay or failure of any Party in exercising or enforcing any of its rights or remedies under this Agreement shall operate as a waiver of those rights.

不放弃权利。任何一方延迟行使或未行使其在本协议项下的任何权利或补救，不应视为其放弃该等权利。

16.9 Limitation of Liability. Any limitation or exclusion of liability proposed by Supplier (whether in any quotation, acknowledgement, invoice, or otherwise) shall not apply. Without limiting any other rights or remedies, Supplier's liability under the Agreement shall not be limited for (a) infringement or misappropriation of intellectual property; (b) breach of confidentiality or data protection obligations; (c) death, personal injury, or property damage; (d) recalls/field actions to the extent caused by Supplier; or (e) fraud, willful misconduct, or gross negligence.

责任限制。供应商提出的任何责任限制或免责条款（无论载于报价单、确认函、发票或其他文件中）均不适用。在不限制任何其他权利或补救措施的前提下，供应商在本协议对于以下事项的责任不受限制：(a) 侵犯或盗用知识产权；(b) 违反保密义务或数据保护义务；(c) 死亡、人身伤害或财产损失；(d) 由供应商原因造成的产品召回或现场行动；或(e) 欺诈、故意不当行为或重大过失。

16.10 Governing Law. This Agreement shall be governed by the laws of the Peoples Republic of China and the Parties hereby submit to the exclusive jurisdiction of the courts of China to resolve any disputes relating to this Agreement. Any disputes relating to this Agreement shall be solved through negotiation, however if after 15 Days the matter can not be resolved then either party may submit to Law or to arbitration. For the purpose of arbitration, The China International Economic and Trade Arbitration Commission Shanghai Branch is nominated as the arbitrator. Their decision shall be final and binding on both parties. Pending the resolution of any dispute, Supplier shall diligently performance its obligations under this Agreement.

适用法律。本协议受中华人民共和国法律管辖，双方同意接受中国法院的专属管辖，以解决与本协议有关的任何争议。与本协议有关的任何争议应通过协商解决；但如在 15 日后仍无法解决，则任何一方均可提交法院诉讼或仲裁解决。就仲裁而言，中国国际经济贸易仲裁委员会上海分会被指定为仲裁机构。其裁决应为终局裁决，并对双方均具有约束力。在任何争议解决期间，供应商应继续勤勉履行其在本协议项下的义务。

16.11 Force Majeure. Neither Party shall be liable for a failure to perform to the extent caused by an event beyond its reasonable control, provided that the affected Party (a) promptly notifies the other Party in writing, (b) uses diligent efforts to mitigate and resume performance, and (c) continues to perform unaffected obligations. Supplier shall not be relieved of its obligations to pay money, to implement reasonable business continuity measures, or to use commercially reasonable efforts to source materials, labor, and transportation. If Supplier's performance is delayed or impaired for more than ten (10) days (or such shorter period as may be stated on the Order), TT may cancel the affected Order(s) without liability.

不可抗力。对于因超出合理控制范围的事件导致未能履行义务的情况，任何一方均不承担责任，但受影响方应当：(a) 及时以书面形式通知另一方；(b) 采取合理措施减轻影响并尽快恢复履行；以及(c) 继续履行未受影响的义务。供应商不得因不可抗力而免除其付款义务、实施合理业务连续性措施的义务，或以商业上合理的努力获取原材料、劳动力及运输资源的义务。如供应商履约延迟或受阻超过十（10）日（或订单中规定的更短期限），TT 可取消受影响的订单，且无需承担责任。

16.12 Publicity. Supplier shall not issue any press release or other public statement relating to the Agreement or TT, or use TT's name, trademarks, or logos, without TT's prior written consent.

公开宣传。未经 TT 事先书面同意，供应商不得发布任何与本协议或 TT 有关的新闻稿或其他公开声明，也不得使用 TT 的名称、商标或标识。

16.13 Commercial Items Determination. TT Electronics Supplies and Services Purchased Under Purchase Orders issued pursuant to US Government Contracts, are "Commercial Items" under FAR Part 12 unless otherwise stated on the Purchase Order. Purchase Orders issued pursuant to US Government Contracts are subject to FAR Clause 52.244-6 Subcontracts for Commercial Products and Commercial Services as contained within: "TT US Government Contract Additional Purchasing Terms" available on our website at https://www.ttelectronics.com/terms-conditions/.

商业项目认定。除非采购订单另有说明，根据美国政府合同签发的采购订单所采购的 TT Electronics 供应品和服务，均属于《联邦采购条例》（FAR）第 12 部分所定义的"商业项目"。根据美国政府合同签发的采购订单，应遵守 FAR 第 52.244-6 条《商业产品和商业服务分包合同》的规定，该条款载于《TT 美国政府合同补充采购条款》中，可在 TT 官方网站 https://www.ttelectronics.com/terms-conditions/查阅。