



Schedule B

附表B

HENKEL VIETNAM STANDARD TERMS OF SUPPLY (“GTC”)

汉高越南标准供货条款

1. Definitions

定义

In these Terms and in any contract applying these Terms, unless the context requires otherwise:

在这些条款以及适用这些条款的合同中，除非上下文另有要求，否则皆依如下解释：

- (a) **“Affiliates”** means an entity or natural person (i) which is directly or indirectly controlled by a Party; (ii) which directly or indirectly controls a Party; (iii) which is directly or indirectly controlled with a Party; (iv) of which a Party or any other Affiliates owns or has a beneficial interest in 20% or more of the issued share capital or 20% or more of its capital assets; or (v) which is the successor in title or assign of the entity or natural person referred to in the preceding;

“关联方”指一个实体或自然人是：（1）由某一当事方直接或间接控制的；（2）直接或者间接控制某一当事方的，（3）通过当事方间接或直接控制的。（4）当事方或任何其他关联方所有或拥有20%或以上的已发行股本或20%或以上的资本资产的实益权益的；或（5）是作为前述实体或自然人的权利继任者或受转让方的实体或自然人。

- (b) **“Applicable Laws”** means any local, state, provincial, territorial, national or federal laws, any local privacy, and protection of personal data laws, Relevant Personal Data Protection Laws (as defined below), legislation, statutes, regulations, rules, treaties, and orders of a government agency which are applicable in the jurisdiction(s) where the Contract shall be performed and used and which relate to a Party’s rights or obligations under the Contract;

“适用法律”是指任何地方，州，省，地区，国家或联邦法律，任何地方隐私和个人数据保护法律，相关个人数据保护法律（见后文定义），立法，法规，规定，条例，条约，以及适用于合同履行地且与合同当事人的权利或义务有关的政府机构法令；

- (c) **“Business Day”** means a day other than a Saturday or Sunday or public holiday in



Vietnam on which commercial banks are open for general retail business;

“工作日”是指除了周六、周日、或越南公共假日以外的其他时间，该段时间商业银行向一般零售行业开放；

- (d) **“Claim”** means any claim, demand, action, suit or proceeding for damages, injunctive relief, specific performance or any other remedy, whether by original claim, counterclaim or otherwise whether known or unknown at the time of this Contract, whether presently in contemplation of the parties or not;

“索赔”是指任何要求赔偿损失、强制性救济、强制履行或任何其他补救措施的主张、要求、采取的法律行动、诉讼或程序，无论其为是通过原诉讼、反诉或其他方式，或无论在本合同签订时已知或未知，也无论或当事人目前是否正在考虑；

- (e) **“Confidential Information”** means the business or technical information disclosed by either Party to the other Party, including, without limitation, information relating to a Party’s production plans, customers, sellers, suppliers, designs, costs, products and services, pricing, finances, marketing plans, operations, business opportunities, personnel, research, and development. Without limiting the preceding, the existence of any Contract, documents, materials and these Terms are Confidential Information of both the Supplier and the Customer;

“保密信息”是指任何一方向另一方披露的商业或技术信息，包括但不限于：某一方当事人的生产计划、客户、销售人员、供应商、设计、成本、产品和服务、定价、财务、营销计划、经营、商业机会、人员、研究和开发有关的信息。在不限于前述下，任何现有的合同、文件、材料以及这些条款都属于供应商和客户的保密信息；

- (f) **“Consequential Loss”** means loss or damage, whether direct or indirect, such as, among other things, loss of profits, loss of revenue, loss of production, liabilities in respect of third parties (whether contractual or not), loss of anticipated savings or business, pure economic loss, loss of opportunity and any form of consequential, special, indirect, punitive or exemplary loss or damages, whether or not a party was advised of the possibility of such loss or damage;

“后果性损失”指直接或间接的损失或损毁，此外，如：利润损失、收入损失、生产损失、对第三方的责任（不论是否为合同性质）、预期储蓄或业务的损失、纯经济损失、机会损失以及任何结果的、特殊的、间接的、惩罚性的或惩戒性等形式的损失或损毁，而不论当事方是否曾被告知此种损失或损毁的可能性；



- (g) **“Contract”** means the contract between the Supplier and the Customer for or concerning the sale and purchase of Goods, and includes these Terms together with the Supply Agreement;
- “合同”是指供应商与客户之间为了或者关于货物销售和采购的合同，并包括这些条款和《供货协议》；
- (h) **“Customer”** means the entity or natural person to whom Goods are supplied by the Supplier or who is named as the purchaser in the relevant order form or sales invoice, and its successors;
- “客户”是指供应商向其提供货物或在相关订单或销售发票中被指名为采购方的实体或自然人，以及其继任者；
- (i) **“Delivery Note”** means the minutes entered between the representative of the Supplier and the representative of the Customer to record and acknowledge the delivery of Goods;
- “交货单”是指在供应商代表和客户代表之间记录和确认货物交付的凭证；
- (j) **“Entity”** means entity of each Party who will have access to, or process Personal Data for the Purpose and of accomplishing the purpose(s) of the Contract;
- “实体”是指为了本协议的目的和为实现本协议的目的而有权访问或处理个人数据的各方实体；
- (k) **“Force Majeure Event”** has the meaning given to the term in Clause 14.1;
- “不可抗力事件”参照本协议第14.1条所指的含义。
- (l) **“Personal Data”** means any personal information and personal data relating to any identifiable individuals, whether available and collected in written, oral, electronic, photographic and other forms, whether or not such information is expressly stated to be confidential or marked as such;
- “个人数据”指任何与可识别个人有关的个人信息及个人数据,不论是以书面、口头、电子、摄影及其他形式被提供及收集,也不论是否被明确声明为机密或被标记为机密;
- (m) **“Purpose(s)”** means the purpose(s) which is/are expressly communicated in writing herein by one Party to the other Party to the Contract to collect and process the Personal Data strictly and solely for the purpose(s) as mentioned above;



“目的”是指合同一方以书面形式明确传达给另一方的使用目的，收集和处理个人数据的行为将严格遵照并仅遵照上述目的进行；

- (n) **“Relevant Personal Data Protection Laws”** means all applicable local and relevant laws relating to the protection of Personal Data in each jurisdiction of performance of the Contract;

“个人数据保护相关法律”是指每个合同履行地个人数据保护相关的所有当地适用法律。

- (o) **“Goods”** are the products being provided by the Supplier to the Customer under the Contract and may include services. For these Terms, the Goods shall mean the Goods in their entirety where delivery is not by installments or, where delivery is by installments, each installment of the Goods;

“货物”是指供应商根据合同向客户提供的产品，也可能包括服务。在本协议的条款中，“货物”系指非分批交货的全部货物，或分批交货中的每一批货物；

- (p) **“Goods Materials”** means any materials prepared by the Supplier or on its behalf which relate to the Goods and their development including, without limitation, drawings, designs, samples, models, and similar items;

“货物材料”是指由供应商或其代表准备的与货物及其开发有关的任何材料，包括但不限于图纸、设计、样品、模型和类似物品；

- (q) **“Intellectual Property Rights”** means patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks, and service marks, business names and domain names, rights in get-up and trade dress, goodwill, and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“知识产权”是指专利、实用新型、发明权、版权及相关权利、精神权利、商标和服务标记、企业名称和域名、商业外观权、商誉，以及对仿冒或不正当竞争提起诉讼的权利、外观设计权、计算机软件权、数据库权、使用权，保护保密信息（包括专有技术和商业秘密）的机密性以及所有其他知识产权的机密性，无论是已注册还是未注册的，并包括所有申请和申请并被授予的权利，权利的



续展或延长，以及就此类权利及所有类似或同等权利，或在现在或将来在世界上的任何地方存在或将继续存在的保护形式主张优先权的权利；

- (r) **“Inspection Company”** means [Ho Chi Minh City Branch of Vinacontrol Group Corporation (**“VINACONTROL”**), with its address at No. 80 Ba Huyen Thanh Quan Street, Ward 9, District 3, Ho Chi Minh City], or another party as jointly appointed by the Customer and the Supplier to appraise or define the specifications, quality and quantity of the Goods when necessary or when a dispute arises on whether the Goods supplied by the Supplier are compliant with the Specifications under the relevant Order Acknowledgement;

“检验公司”是指【(Vinacontrol集团(“Vinacontrol”)胡志明市分支机构,其地址为：胡志明市第3郡第9坊清关县夫人街80号)】,或者在有需要或就供应商所供应的货物是否符合有关订单确认书确认的规格而引起争议时，由客户和供应商共同指定的另一方来鉴定或明确所提供货物的规格、质量和数量；

- (s) **“Loss”** means any damage, loss, cost, expense or liability incurred by an entity or natural person or arising from any claim, action, proceedings or demand made against the entity or natural person, however arising and whether present or future, fixed or ascertained, actual or contingent and includes Consequential Loss;

“损失”系指某一个实体或自然人遭受的任何损毁、损失、成本、费用或责任，或任何针对该实体或自然人索赔、法律诉讼、程序或要求而产生的损毁、损失、成本、费用或责任，无论该等损毁、损失是当前的还是未来的、固定的或确定的、实际的或偶然的，也包括后果性损失；

- (t) **“Order Acknowledgement”** means a document which indicates the Supplier’s acceptance of the request(s) set out in the Customer’s Purchase Order;

“订单确认函”是指一份表明供应商接受客户采购订单中所提出的要求的文件；

- (u) **“Point of Delivery”** means the agreed location as indicated in the Order Acknowledgement where the delivery of Goods shall take place;

“交货地点”是指订单确认函中约定交付货物的地点；

- (v) **“Purchase Order”** means an offer by the Customer to buy the Goods from the Supplier that are identified and described in such Purchase Order;

“采购订单”指客户向供应商购买该采购订单中确定和描述的货物的要约；

- (w) **“Specifications”** means the Goods’ specifications in material respects that are agreed between the Supplier and the Customer as reflected in a Contract and/or an Order



Acknowledgment. Any stated dimension or weight set out in the Specifications is an estimate only;

“规格书”指供应商和客户在合同和/或订单确认中约定的货物在重要指标上的规格。规格书中规定的尺寸或重量仅为估算值;

- (x) “**Supplier**” means Henkel Adhesive Technologies Vietnam Co., Ltd., a company established and operating under Vietnam laws, having the Enterprise Registration Certificate No. 3600450091 issued by the Department of Planning and Investment of Dong Nai Province for the first issuance on 16 December 1999 and located at No. 7, Road 9A, Bien Hoa Industrial Zone, Bien Hoa City, Dong Nai Province, Vietnam; and its successors;

“供应商”是指汉高越南粘合剂技术有限公司及其继任者,汉高越南粘合剂技术有限公司是根据越南法律成立并经营的,企业登记证书号为3600450091, 由同奈省的计划投资部于1999年12月16日首次签发,位于越南同奈省边和市边和工业园区9A路7号;

- (y) “**Supply Agreement**” means the supply agreement between the Supplier and the Customer for or concerning the sale and purchase of Goods; and

“供货协议”是指供应商与客户之间为了或者关于货物销售和采购的合同。

- (z) “**Terms**” means these standard terms of supply.

“条款”是指供货的标准条款。

2. **General**

总则

- 2.1. These Terms and the Supply Agreement govern all orders, supplies, and related dealings between the Supplier and the Customer (starting now referred to as collectively the “**Parties**” and individually the “**Party**”) concerning the sale and purchase of Goods. These Terms and the Supply Agreement supersedes all previous communications between the Parties and overrides all terms to the contrary, including any different or additional terms specified in the Customer’s order, unless expressly agreed to in writing by the Supplier. In case the Supply Agreement differs from these Terms, the former will prevail to the extent of any inconsistency.

这些条款和供应协议约束供应商与客户之间关于货物销售和采购的所有订单、供货和相关交易（统称为“双方”，分别称为“协议一方”）。除非供应商通过书面明确同意，否则这些条款和供应协议将取代双方之前的所有沟通内容，并覆盖所有相反的条款，包



括客户订单中指定的任何不同或附加的条款。如果供货协议与这些条款不一致，则以前者为准。

- 2.2. No other representations, warranties, terms, or conditions, whether express or implied, are binding on the Supplier, except those agreed to in writing and signed by the Supplier, or those implied by law and cannot be excluded by express agreement.

任何其他陈述、保证、条款或条件，无论是明示的或默示的，均不对供应商具有约束力，但有供应商的书面同意并签字，或者由法律隐含且不能被明示协议排除的除外。

- 2.3. Notwithstanding the above, any special conditions specified by the Supplier on a quotation will, to the extent they are inconsistent with these Terms, take precedence over the Contract.

尽管有上述规定，但供应商在报价中指定的任何特殊条件在与本协议条款不一致时，将以特殊条件为准。

- 2.4. If any of these Terms is invalid, it will be read down to the extent necessary to make it valid or, if that is not possible, severed from these Terms without affecting any other terms.

如果这些条款中的部分无效，则应使其在必需的范围内有效，或者，如果不可行，也可在不影响任何其他条款的情况下，使该无效的条款与这些条款分离。

- 2.5. By placing an order or accepting delivery of Goods, the Customer is deemed to have agreed to be bound by these Terms and the Contract.

通过下订单或接受货物交付，即视为客户已同意受这些条款和合同的约束。

- 2.6. If the Affiliate of the Customer place orders under the Supply Agreement and these Terms, the Customer must ensure that each Customer Affiliate complies with these Terms and this Contract insofar as they apply to the Customer and Customer is responsible for each act or omission of Customer Affiliate as if that act or omission were an act or omission of Customer under the Contract.

如果客户的关联方根据《供应协议》和这些条款下订单，则客户必须确保每个客户关联方都遵守这些条款和本合同，只要它们适用于客户，并且客户应对客户关联方的任何作为或不作为负责，即在本合同下客户关联方的作为或不作为会被视作是客户的作为或不作为。

3. Orders

订单

- 3.1. The Customer shall place its order for Goods by sending the Supplier a Purchase Order



presenting its offer to buy the Goods of the Supplier. The Supplier shall express its acceptance of such offer by issuing an Order Acknowledgement.

客户应通过向供应商发送其购买供应商货物的要约，即采购订单来下单。供应商应通过签发订单确认函表示接受该要约。

- 3.2. Any quotation issued by the Supplier and/or Purchase Order issued by the Customer shall not constitute a Contract unless and until the Supplier has issued an Order Acknowledgement to the Customer following a Purchase Order. A Contract between the Supplier and the Customer shall come into existence at the time and on the date when the Supplier issues the Order Acknowledgement. The Supplier shall be under no liability whatsoever to the Customer for any Loss, injury or damage (including consequential loss, injury or damage) suffered or caused as a result of or arising out of any act or omission (whether negligent or otherwise) by the Supplier, its servants or agents or any other person in any way related to or arising out of a quotation or the issuance of a Purchase Order.

任何供应商发出的报价单和/或客户发出的采购订单均不构成合同，除非供应商在客户发出采购订单后向客户出具订单确认函。供应商与客户之间的合约在供应商发出订单确认函时成立。因供应商、雇工或代理商或任何其他与报价有关或由报价产生或与出具采购订单有关人员的任何作为或不作为（无论是由于疏忽还是其他原因）造成或引起的任何损失、伤害或损毁（包括间接损失、伤害或损毁），供应商对客户皆不承担任何责任。

- 3.3. Upon the Supplier's issuance of the Order Acknowledgement, any amendments to or cancellation of an Order can be made only with the Supplier's written consent and upon the terms that will compensate the Supplier against Loss. The Customer shall be liable for any costs, expenses, and liabilities incurred in connection with any such cancellation or amendments.

在供应商发出订单确认函后，对订单的任何修改或取消只能在得到供应商的书面同意后并根据将补偿供应商损失的条款进行。客户应承担与此类取消或修改相关的所有成本、费用和债务。

- 3.4. The Customer must take delivery of, and pay for, all Goods obtained for or held at the Customer's request.

客户必须就基于其要求而获得或持有的所有货物进行提货并付款。

- 3.5. The Customer acknowledges that any description of the Goods is given by way of identification only. No order placed under these Terms constitutes a sale by description or sale by sample. All performance figures, descriptions, drawings, and samples of Goods are approximations, only intended for guidance purposes. The Supplier shall not be liable for their accuracy, and they shall not form part of the Contract.



客户承认货物说明仅用于辨认鉴定货物。根据这些条款所下的订单均不构成按说明出售或按样品出售。所有货物的性能指标、说明、图纸和样本均为近似值，仅用于指导目的。供应商对其准确性不承担责任，也不构成合同的一部分。

4. **Prices & Taxes**

价格&税收

- 4.1. The purchase price of Goods will be the amount quoted by the Supplier to the Customer in writing that is subsequently included in an order for Goods that has been accepted by the Supplier or, where no price has been quoted, the price as specified in the Supplier's current price list ("**Purchase Price**"). The Supplier may vary any prices quoted before any order being accepted (in which case the Customer may elect to order the Goods at the varied price or cancel their order).

货物的采购价格为供应商以书面形式向客户报价的金额，该金额也会被包含在后续供应商接受的货物订单中，或者在没有报价的情况下，以供应商当前的价格表（“**采购价格**”）为准。供应商可以在接受任何订单之前改变报价（在这种情况下，客户可以选择以改变后的价格订购货物或者取消其订单）。

- 4.2. The consideration for any supply made by the Supplier to the Customer, including the Purchase Price, excludes VAT (unless otherwise specified) and other applicable duties and taxes which must be paid by the Customer at the same time and in the same manner as the consideration.

供应商向客户提供的任何供应的对价，包括采购价格在内，皆不包括增值税（除非有特别说明）以及同时须由客户以同样方式支付的其他适用的关税和税款。

- 4.3. Any payments made by the Supplier to the Customer are subject to any withholding tax required by law.

供应商向客户支付的所有款项均应依法缴纳预扣税款。

- 4.4. Any rebates, discounts, or reductions calculated by reference to consideration must be calculated excluding any amount in respect of VAT.

参照对价计算任何回扣、折扣或降价时，皆不包括增值税的金额。

- 4.5. Where payment is made by credit card, the Supplier may charge an administration fee.

如果使用信用卡付款，则供应商可能会收取手续费。

- 4.6. Any increase in the cost of supply of the Goods before delivery will be paid by the Customer (but only to the extent such increase is reasonable and reflects the actual cost of supply).



在交付之前，货物任何供应成本的增加均由客户支付（仅限于这种增加是合理且反映了实际供应成本的情况下）。

- 4.7. The Supplier may vary the Purchase Price of future Purchase Orders not yet accepted by the Supplier by giving written notice of variation to the Customer.

供应商可通过向客户发出书面变更通知来更改尚未被供应商接受的未来采购订单的采购价格。

5. **Credit Checks**

信用检查

The Customer authorises and consents to the Supplier obtaining credit information about it from a Vietnam credit rating agency and supplying information to a collection agency for commercial credit related or credit guarantee purposes or for ongoing credit management of the Customer's account, including collecting payments. If necessary, upon the request of the Supplier, the Customer will supply information and consents necessary for a Vietnam credit rating agency to create a report on the credit worthiness of the Customer.

客户授权并同意供应商从越南信用评级机构获取有关客户的信用信息，并将该信息提供给催收机构，以用于与商业信用相关或信用担保的目的，或用于持续进行的客户账户的信用管理，包括收取货款。如有必要，应供应商的要求，客户将需提供必要的信息并同意越南信用评级机构创建有关客户信誉的报告。

6. **Terms of Payment**

支付条款

- 6.1. Customer must pay the Supplier for Goods in full in advance or upon receipt of the Goods unless otherwise agreed in writing.

除非另有书面约定，否则客户必须提前或在收到货物后立即向供应商支付全部货款。

- 6.2. Suppose the Customer fails to make payment to the Supplier on time per the Contract. In that case, the Customer shall be obliged, in addition to continuing to perform such payment obligations, to pay the Supplier the late payment interest of 0.05% per day on the total outstanding amount, calculated from the payment due date to the date that the Customer makes the payment.



假设客户未能按照合同约定及时向供应商付款。在这种情况下，除了继续履行其付款义务外，客户还有义务就未履行部分的总金额按照每日0.05%的费率向供应商支付逾期利息，从付款截止日期起算至客户付款之日。

Besides, the Supplier may take any or all of the following actions:

此外，供应商可以采取以下部分或全部措施：

- (a) suspend delivery of Goods that are the subject of the Contract or any other Goods until payment is made in full;

暂停交付合同所涉及的货物或任何其他货物，直到客户付清全部货款；

- (b) review and amend the terms of payment for future orders by the Customer; or

审查并修改客户未来订单的支付条款；或者

- (c) withdraw its credit facility to the Customer.

撤回对客户的信用额度。

7. Delivery

交付

- 7.1. Under these Terms, “delivery” occurs when the Customer takes delivery of the Goods personally or through its agent or contractor including when the Supplier delivers the Goods to a carrier engaged on behalf of the Customer for delivery or, where the Goods are to be collected, when the Supplier notifies the Customer that the Goods are ready for collection.

根据这些条款，“交付”一词一般出现在客户亲自或通过其代理商或承包商进行货物交付时，包括供应商将货物交付至代表客户收货的承运人，或当供应商通知客户可收货时，供应商将货物交付至约定的收货地点。

- 7.2. Unless agreed otherwise by the Parties, delivery will be Ex-work (Henkel Vietnam plant) Incoterms® 2020, and shall take place at the Point of delivery stated in the relevant Order Acknowledgement. The Customer must take delivery of the Goods within 5 Business Days of being notified that the Goods are ready for delivery (“**Collection Date**”) (“**Notice of Delivery**”).

除非双方另有约定，交付规则应为国际贸易术语解释通则2020“Incoterms®2020”规定的工厂交货（即，越南汉高工厂），并应当在相关订单确认函中写明的交货地点进行交



货。客户须在被通知货物已经准备好后的5个工作日内提货（“提货日”）（“提货通知”）。

7.3. If the Customer causes any delay in taking delivery:

如因客户原因导致交货延迟：

- (a) the Goods are deemed to have been delivered to the Customer on the Collection Date and thereafter the Supplier holds the Goods as bailee for the Customer and the Customer is liable for the cost of storing the Goods beyond the Collection Date;

货物视为已经在提货日交付给客户，并交由供应商为客户保管，同时客户需要负担提货日之后的货物仓储费；

- (b) risks in the Goods shall pass on to the Customer on completion of delivery; and

货物的风险应在交货完成后转移至客户；并且

- (c) if ten (10) Business Days after the Supplier giving Notice of Delivery to the Customer however the Customer has not accepted the delivery of Goods, the Customer shall be deemed as illegitimately unilaterally terminating the Contract. In such case, the Supplier may resell or otherwise dispose of part, or all of the Goods and the Customer shall compensate the Supplier for any Losses arising from such unilateral termination by the Customer.

如在供应商向客户发出交付通知10个工作日后，客户未接受货物交付，则客户行为将被视为非法地单方面终止合同。在这种情况下，供应商可以转售或以其他方式处置部分或全部货物，并且客户应当就其单方面终止合同行为对供应商造成的所有损失进行赔偿。

7.4. The Supplier reserves the rights to charge reasonable additional delivery fees concerning special or expedited orders, or where an order is for less than the minimum quantity of Goods specified by the Supplier from time to time.

对于特殊订单、加急订单、或订单少于供应商规定的最少订货量的情况，则供应商保留合理收取额外运费的权利。

7.5. The Supplier will make reasonable efforts to arrange delivery of the Goods by the date for delivery specified in the Purchase Order (“**Delivery Date**”), however the Delivery Date is an estimate only and is not a condition of the Contract. The Customer will have no Claim against the Supplier for any Loss caused by the failure to deliver by the Delivery Date.



供应商将尽合理努力，确保在采购订单的交货日（“交付日期”）之前安排交付货物，但交付日期仅为预估时间，并不构成合同的条件。客户不得就未能在交货日期前收到货物遭受的损失向供应商索赔。

- 7.6. Any delay in the delivery of the Goods shall not entitle the Customer to terminate or rescind a Contract. Any delay exceeding thirty (30) Business Days shall be deemed as non-delivery for which the Supplier's liability shall be limited to, at the Supplier's option, either delivering the Goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Goods. The Supplier shall not be liable to the Customer for any delay, non-delivery, or failure to perform any of its obligations under a Contract as a result of a Force Majeure Event.

如货物交付有任何延迟，客户无权终止或解除合同。任何超过三十（30）个工作日的延迟交付视为未交付。在该情形下，供应商的责任仅限于在合理时间内交付货物，或根据该货物的发票按比例以合同利率开具信用凭证（具体由供应商选择）。由于不可抗力事件导致的供应商延迟交付，未交付或未履行合同义务的，供应商不对客户承担任何责任。

- 7.7. The Customer must provide any necessary particulars or instructions to the Supplier within a reasonable time to enable the Supplier to complete the Customer's order.

客户必须在合理的时间内向供应商提供任何必要的细节或说明，以使供应商能够完成客户的订单。

- 7.8. The Supplier may make instalment deliveries and each instalment delivery will be deemed to be a separate Contract to which these Terms together with the Supply Agreement apply. Failure by the Supplier to deliver any instalment will not entitle the Customer to cancel the balance of the order.

供应商可以分期交付，并且每期交付都将被视为是单独的合同，适用本条款和供货协议。供应商未能依约分期交付的，客户也无权取消剩余订单。

8. Inspections and Acceptance

检查验收

- 8.1. The delivery of Goods shall be deemed completed and Accepted upon both Parties signing the Delivery Note.

在双方签署交货单后即视为已完成交货并验收。

- 8.2. Where there is an error during the delivery (including without limitation the delivery of Goods not conforming to the Specifications, delay, non-delivery), the Customer shall orally notify the



Supplier and the carrier immediately which shall be followed by a notification in writing within four (04) Business Days after the scheduled date of delivery. Failing such notice and subject to any non-excludable condition implied by law, the Goods will be deemed to have been delivered to and accepted by the Customer.

如果在交付过程中出现错误（包括但不限于不符合规格说明的货物交付、延迟交付、未交付），则客户应立即口头通知供应商和承运人，随后应在指定交付日期之后的四（04）个工作日内进行书面通知。如果未发出上述通知，且符合法律隐含的任何非排他性条款，则该货物将被视为已交付给客户并已被验收。

- 8.3. Where the Parties disagree on whether the delivered Goods have conformed with the Specifications, the Parties shall appoint the Inspection Company as the independent third party to evaluate Goods. The losing Party shall bear the costs of such evaluation. The evaluation report shall be legally binding and form the basis for the Parties' subsequent actions under the Contract provisions.

双方对所交付的货物是否符合规格说明存在异议的，应指定检验公司作为独立第三方来鉴定评估货物。败诉的一方应承担此鉴定评估的费用。评估报告应具有法律约束力，并构成双方根据合同约定采取后续行动的基础。

9. **Risk and Title**

风险转移与所有权

- 9.1. The risk of Loss or damage to the Goods will pass to the Customer when the Customer takes delivery of the Goods.

货物损失或损坏的风险在客户收到货物时即转移给客户。

- 9.2. The Customer must insure the Goods from the time that risk passes to the Customer against all usual risks and, until the Supplier has been paid for them, and holds any moneys received from any insurer relating to those Goods for the benefit of Supplier.

自风险转移给客户之时起，客户就必须为货物投保以对抗一切通常风险，直到供应商收到货款为止，并为供应商的利益持有从保险公司收到的任何与这些货物有关的款项。

- 9.3. The Supplier retains title to the Goods, and title to the Goods does not pass from the Supplier to the Customer, until the Customer pays in full all payable amounts, owing but not payable amounts, or amounts that otherwise remain unpaid by the Customer to the Supplier on any account at any time ("**Amounts Owing**"). This is so even if the Customer has taken possession of the Goods.



供应商保留对货物的所有权，并且货物的所有权不会从供应商转移至客户，直到客户支付全部应付款项，应付款项之外的其他款项，或者客户仍未支付给供应商的任何账户的款项（“欠款”）。即使客户已经占有货物，情况也是如此。

- 9.4. The Goods, proceeds and any product or mass that the Goods may be or become part of are referred to in these Terms collectively as the Collateral.

这些条款中的货物、收益以及货物可能构成或成为其中一部分的任何产品或组合统称为抵押物。

10. **Default of Customer**

客户违约

- 10.1. The following events are “**Events of Default**”:

下列为“违约情形”：

- (a) (where the Customer is a corporation) the Customer is or becomes insolvent or any order is made or resolution passed for its winding up or the appointment of a provisional liquidator or an administrator is appointed to it or a manager, receiver or controller is appointed over all or any part of the Customer’s assets; or

（当客户为公司时）客户处于或进入破产状态，或者与其清算相关的命令或决议已经通过，或者已经被任命临时清算人或管理人，或者已经任命经理人、清算管理人或控制人接管客户资产的所有或部分。

- (b) (where the Customer is a natural person) the Customer is or becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of creditors; or

（当客户是自然人时）客户处于或进入破产状态，或者已经申请破产，或者基于债权人利益进行了转让行为；或者

- (c) the Customer fails to make any payment to the Supplier when due; or

客户到期时未向供应商付款；或者

- (d) the Customer breaches any term of the Contract, or Customer or Customer Affiliate engages in misconduct which is considered detrimental to the best interests of the Supplier, which is not cured within 14 days of written notice of the alleged breach or misconduct or the Supplier reasonably believes that its Goods are at risk of being disposed of otherwise than per these Terms or its title to those Goods is being challenged.



客户违反了合同的任何条款，或者客户或其关联方实施了不当行为，损害供应商最大利益，并且在被指认违约或行为不当的书面通知送达后14天内仍未改正错误的，或者供应商有合理理由相信其货物有非依这些条款被处置的风险，或供应商对货物的所有权将被影响。

10.2. Without limiting Clause 6 of these Terms, upon the happening of an Event of Default, the Supplier may in its absolute discretion:

在不限条款第6条的前提下，在发生违约情形时，供应商可以自行决定：

(a) decline to deliver any Goods which have not yet been delivered and recover the cost of storing those Goods; and/or

拒绝交付任何尚未交付的货物，并主张该货物的储存费用；和/或

(b) otherwise cease to perform any of its obligations to the Customer; and/or

停止向客户履行义务；和/或

(c) terminate the Contract or any other contract between the Parties; and/or

终止该合同或双方之间的其他合同；和/或

(d) demand that the Customer return any Goods for which there are Amounts Owing, and upon demand the Customer must return such Goods; and/or

要求客户退还尚有欠款的货物，客户必须根据要求将该货物退还；和/或

(e) (without prejudice to any of its other rights) immediately take possession and recover the Collateral and otherwise enforce its security interest in the Collateral, and the Supplier may retain or resell or otherwise dispose of the Collateral without notice to the Customer, and the Supplier may enter any premises occupied by the Customer and remove the Collateral for those purposes.

(在不损害其他权利的前提下)立即占有并收回抵押物，以立刻行使其在抵押物上的担保物权。此外，供应商可以保留或转售或通过其他方式处置抵押物，并且无需通知客户。同时供应商可为上述目的进入客户占有的任何场所以转移抵押物。

10.3. The Customer will pay the Supplier all costs and expenses (including legal fees) incurred by the Supplier or its agents to enforce its rights and recover Collateral or any Amounts Owing by the Customer to the Supplier.



所有供应商或其代理人产生的，由于行使供应商权利、收回抵押物或客户欠付货款产生的成本及费用（包括律师费），都将由客户进行承担。

- 10.4. The Customer must promptly do anything the Supplier requires to ensure that its security interest is perfected and has priority over all other security interests.

客户必须及时采取任何供应商要求的为确保其担保物权能够顺利行使，并确保供应商的担保物权享有优先权，效力高于其他担保物权。

- 10.5. This provision survives the termination of any agreement into which the Terms are incorporated.

即使包含这些条款的任何协议终止，该客户违约条款依然有效。

11. **Limitation of Liability**

责任范围

- 11.1. The Supplier's total liability arising out of the manufacture, sale, or supply of the Goods and its use, whether based on warranty, contract, negligence, Goods liability, or otherwise, is limited, at the Supplier's option, to the replacement of the Goods, the repair of the Goods or refund of the payment made for the Goods and shall under no circumstances exceed the original purchasing price of the Goods.

无论是基于保证条款、合同条款、过失责任、货物责任或其他原因，因货物生产、销售、供应和使用而产生的供应商的全部违约责任，应当限定为替换货物、维修货物或者退还不超过货物原价格的货款（具体方式由供应商选择）。

- 11.2. In no event shall the Supplier be liable for unintended or consequential damages, including, but not limited to, loss of profits, revenue, anticipated savings, contracts, and damages arising out of the manufacture, sale, or supplying of any other goods.

供应商在任何情况下均不对意外损失或间接损失负责，包括但不限于因生产、销售或供应任何其他货物而引起的损害，以及利润、收入、预期储蓄和合同的损失。

12. **Usage of the Goods**

货物使用

- 12.1. The Customer will provide product data sheets ("PDS") and information supplied by the Supplier to end-users. The Supplier shall not be liable for any Loss incurred or Claim made by others where the Goods are within specifications in PDS or are not used per the PDS. The Customer must notify the Supplier as soon as it becomes aware of any product Claims or injuries incurred due to the Goods' use.



客户将提供产品数据表（PDS）以及供应商提供给终端用户的信息。如他人使用货物造成任何损害或索赔，但货物完全满足PDS的规格要求，或货物未按照PDS的要求被使用，则供应商对此不承担任何责任。当客户知悉与货物使用有关的产品索赔或损害事件时，应及时通知供应商。

- 12.2. The Customer will comply with all laws prevailing in the countries where it is selling or using the Goods. The Supplier may require the Customer to confirm its compliance with applicable laws in writing at any time.

客户其在销售或使用货物时将遵守其所在国家/地区的所有现行法律。供应商可以随时要求客户以书面形式确认其在适用法律方面的合规。

13. **Intellectual Property Rights**

知识产权

- 13.1. The Customer acknowledges that:

客户确认：

- (a) the Intellectual Property Rights in the Goods and any Goods Materials, equipment, documents and other properties of the Supplier are the exclusive property of the Supplier or the third party manufacturing the Goods, any legitimate licensors, licensees (as applicable) and shall be returned to the Supplier or any of the said owners upon demand;

货物和任何货物材料、设备、文件以及其他供应商财产涉及的知识产权，均为供应商或货物的第三方制造商、专利许可人、被许可人（如有）的专有财产。如所有者要求，则应当被退还给供应商或上述所指的任何所有者。

- (b) All drawings, designs, and quotations provided by the Supplier for which the Customer does not subsequently place an order Goods shall remain the property of the Supplier and be treated as confidential by the Customer and not used in any way. The Supplier shall have no liability concerning any such drawings, designs, or quotations.

供应商（为采购事项）提供的所有图纸、设计和报价，如客户并未最终下单，此类资料依然属于供应商的财产，客户应当进行保密，且不得以任何方式使用。供应商对此类图纸、设计或报价不负任何责任。

- (c) Nothing in these Terms, any Contract, or any agreement as may be entered into between the Supplier and the Customer shall be construed as conferring any license or granting any rights in favor of the Customer in the Intellectual Property Rights in the Goods or the Goods Materials. Where the Customer is allowed to resell the Goods, such resale of



Goods shall be subject to the Supplier's right to control the use of its trademarks in Vietnam or anywhere in the world and the Customer shall assist the Supplier as required in preventing parallel buyers/importers from diluting any of the Supplier's rights; and

这些条款以及任何供应商与客户之间可能订立的合同或协议，均不得解释为任何与货物及材料知识产权相关的对客户的许可或授权行为。如允许客户转售货物，则此类转售行为应受供应商权利的限制，以此控制其商标在越南或世界其他地区的使用。同时，客户应当按要求协助供应商，防止平行购买方/进口商稀释供应商的任何权利；并且

- (d) Any goodwill in any trademarks affixed or applied to the Goods shall remain to the sole benefit of the Supplier or any other owner of the trademarks from time to time.

应合理善意地在货物上附加或使用商标，以不时保护供应商及其他商标所有者的专属利益。

- 13.2. The Customer shall not repackage the Goods and shall not without the Supplier's prior written consent allow any trademarks of the Supplier or other words or marks applied to the Goods to be obliterated, obscured or omitted or added any additional marks or words.

客户不得重新包装货物，并且未经供应商事先书面同意，不得消除、模糊或省略供应商的任何商标或添加在货物上的其他文字或标记，也不得自行添加任何其他标记或文字。

- 13.3. The Customer shall not use (other than under the Contract) or seek to register any trademark or trade name (including any company name) which is identical to, confusingly similar to, or incorporates any trademark or trade name which the Supplier owns or claims rights in anywhere in the world.

客户不得使用（除非合同另有规定）或尝试注册任何会对供应商在其他国家或地区持有或主张权利的商标或商品名相一致，或易造成混淆的，或包含类似信息的商标或商品名（包括公司名）。

- 13.4. The Customer shall promptly notify the Supplier of:

客户应及时通知供应商：

- (a) any actual, threatened or suspected infringement of any of the Intellectual Property Rights in the Goods or the Goods Materials (or both) which comes to the Customer's notice; and



与客户通知中涉及的货物或货物材料（或两者均有）的知识产权有关的实质的、构成威胁的或可疑的侵权行为；以及

- (b) any claim by any third party that comes to the Customer's notice that the sale or advertisement of the Goods or the use of the Goods Materials (or both) infringes any person's rights.

客户注意到的任何第三方关于货物销售、广告或货物材料使用（或两者均有）的任何侵权索赔主张。

- 13.5. The Customer agrees (at the Supplier's request and expense) to do all such things as may be reasonably required to assist the Supplier in taking or resisting any proceedings concerning any infringement or claim referred to herein. The Customer shall not make any admissions or statements in respect of or compromise any such claim other than with the prior written consent of the Supplier.

客户同意（根据供应商要求并由供应商承担费用）采取所有合理必要的措施，以协助供应商提起或应对与此处提及的侵权或索赔行为有关的诉讼。未经供应商事先书面同意，客户不得就此类索赔做出任何承认、声明或和解（妥协）行为。

- 13.6. In the event of any claim, proceeding or suit by a third party against the Customer alleging infringement of such party's rights by any of the Intellectual Property Rights in the Goods or the Goods Materials (or both), the Supplier shall, at its discretion, defend the claim, proceeding or suit at the Supplier's expense, subject to:

如发生任何第三方针对客户的索赔、起诉或诉讼，指控客户货物或货物材料（或两者均有）中使用的任何知识产权侵犯了该第三方的权利，则供应商应自行决定如何抗辩此类索赔、起诉或诉讼，相关费用由供应商承担，但需遵循以下要求：

- (a) the Customer promptly notifying the Supplier in writing of any such claim, proceeding or suit; and

客户立即将此类索赔、起诉或诉讼以书面形式通知供应商

- (b) the Supplier being given sole control of the defense of the claim, proceeding or suit, and provided that the Supplier shall not be liable and shall not defend the claim, proceeding or suit to the extent that such infringements arise out of or in connection with modifications to the Goods or the Goods Materials (or both) made by anyone except the Supplier or its authorized representative, or out of use or annexation of the Goods or the Goods Materials (or both) with or to products or third party materials not specified or expressly approved in advance in writing by the Supplier, or where the claim, proceeding or suit arises from the Supplier's adherence to the Customer's requested changes to the Specification of Goods or from infringing items of the



Customer's origin, design or selection.

供应商拥有对索赔、起诉或诉讼抗辩的绝对控制权，如果侵害是由于供应商或其授权代表以外的主体修改货物或货物材料（或两者均有）造成的或与之相关的，或由于对货物或货物材料（或两者均有）的使用或混合或生产或与第三方材料的混合是未按照供应商指定方式进行或是非经供应商提前书面特别批准的，或相关的索赔、起诉或诉讼是由于供应商应客户的要求修改货物规格或由于客户最初设计挑选的项目侵权导致的，则供应商对此不承担任何责任，且不会就该侵害提起的索赔、起诉或诉讼进行抗辩。

13.7. This provision shall survive the termination of the Contract.

该条款在合同终止后继续有效。

14. **Force Majeure**

不可抗力

14.1. Any delays in or failure by either Party in the performance of any obligations hereunder will not be deemed a breach of the Contract if and to the extent caused by occurrences beyond such party's reasonable control, including but not limited to wars, fires, labor troubles, Acts of God, shortage of materials or equipment, interruption of or delay in transportation or by compliance with any law or other governmental action, or decision of any court, board or other governmental authority (hereinafter referred to as "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the Party wishing to claim the benefit of this provision will promptly notify the other Party of the nature and extent of the matter causing the delay and the suspension period's estimated duration.

如因一方合理控制之外发生的情形，导致该方迟延履行或无法履行本协议项下的义务，则不会视为该方违约，相关情形包括但不限于战争、火灾、劳工相关问题、天灾、物资或设备短缺、运输中断或延误，或为了遵循任何法律规定或其他政府措施，或履行任何法院、委员会或其他政府机构的决定（以下简称为“不可抗力事件”）。发生不可抗力事件后，希望以该条款主张权益的一方应立即将引起迟延的事项的性质和范围，以及预计的中止持续期限告知另一方。

14.2. If a Force Majeure Event is claimed by the Supplier, which hinders the Supplier's ability to supply the Goods, the Customer will accept all such lesser available quantities of Goods. In no event will the Supplier be obligated to obtain the Goods from others to deliver to the Customer hereunder.



如供应商申明有不可抗力事件发生，并对其供货能力形成阻碍，则客户将接受比原计划更少的货物交付量。在任何情况下，根据本协议，供应商没有义务从其他渠道获取货物以向客户交付。

15. Duty to Act in Good Faith and Avoid Conflicts of Interest

诚信行事及利益冲突

The Customer must act in good faith when dealing with the Supplier and the Customer must take all reasonable steps to investigate and disclose to the Supplier whether any actual or potential conflict of interest (such as employment arrangements or family relationships) exists between itself or any of its employees and the Supplier or any of the Supplier's employees. The Parties will use their best endeavours to resolve any conflict of interest, which exists.

与供应商交流时，客户必须诚信行事，且客户必须采取合理措施调查并向供应商披露客户本身或其员工与供应商或供应商员工之间是否存在实际或者潜在的利益冲突关系（例如工作安排或家庭关系）。双方将尽最大可能解决存在的任何利益冲突问题。

16. Sub-Contracting

分包

The Supplier reserves the right to subcontract the production, manufacture, or supply of the whole or any part of the Goods.

供应商保留将全部或部分货物的生产、制造或供应进行分包的权利。

17. Variation, Waiver, Cancellation, or Assignment of Terms

条款的变更、放弃、取消或转让

- 17.1. From time to time, the Supplier may vary these Terms by notice to the Customer and publication on the Supplier's website. The Customer will be deemed to have accepted the varied terms by ordering or accepting any Goods from the Supplier after the date of that notice.

供应商有时可能会以通知客户并在其网站公示的方式变更条款。在该通知日期之后，如客户向供应商订购或从供应商处接受任何货物，则视为客户接受变更条款。

- 17.2. No purported waiver, variation, cancellation, or assignment of these Terms or any rights or obligations under these Terms by the Customer will be binding on the Supplier unless agreed to in writing by the Supplier.



除非供应商书面同意，否则客户放弃、更改、取消或转让这些条款或这些条款项下的任何权利或义务的声明对供应商均无约束力。

18. Confidentiality

保密条款

- 18.1. Each Party will maintain in strict confidence any Confidential Information, which they may receive in connection with this Contract. No Party will make available the Confidential Information to any other person without the prior written consent of the party concerned. The term “third party” will not apply to Affiliates of either Party, provided such Affiliate will be bound to the same extent of secrecy as the Parties hereto.

各方将严格保密其可能收到的与本合同有关的所有保密信息。未经当事方事先的书面同意，任何一方都不得将保密信息提供给任何其他人。“第三方”一词不适用于任何一方的关联方，但该关联方应受与本协议各方相同程度的保密义务约束。

- 18.2. These obligations to maintain confidence and secrecy will not apply to Confidential Information, which:

保密义务不适用于以下保密信息：

- (a) is in the public domain after the time of disclosure without fault of the receiving party;

在披露之后该信息已公之于众，并且接收方不存在任何过错；

- (b) is known to the receiving party before receipt thereof from the other party;

接收方从另一方接收该信息时已经知悉；

- (c) is obtained by the receiving party from a third party having a lawful right to disclose the same; or

接收方已经从有合法披露权的第三方处获得该信息；或者

- (d) is developed by the receiving party independently from any access to the Confidential Information supplied by the supplying party.

接收方在未获得提供方保密信息的前提下，自行研究并开发出该信息。

- 18.3. Each Party will ensure that only employees who need the Confidential Information for the performance of the Contract have access to the Confidential Information and that such employees are, for the term of their employment with the receiving party and thereafter, bound to keep confidential the Confidential Information and not to use the Confidential Information



for purposes other than the performance of the Contract.

各方应当确保，只有为了履行合同义务而需要保密信息的员工方能获取保密信息，并且，此类员工在接收方处任职时或离职后应当对此类信息履行保密义务，且不得将保密信息用作履行合同以外的目的。

- 18.4. These confidentiality obligations will expire five (5) years from the termination or expiry of the Contract.

自本合同终止或到期之日起，保密义务将在五（5）年后终止。

19. Privacy

隐私条款

- 19.1. Each Party agrees to comply with all Applicable Laws, local and relevant laws, and all Relevant Personal Data Protection Laws relating to privacy and protection of Personal Data obtained or collected by, or disclosed to that Party or to be processed by that Party under the Contract.

各方同意遵守所有适用法律、当地法律和相关法律，以及在本合同项下由该方获取或收集的，由该方披露的，或将由该方处理的所有与隐私和个人数据保护相关的个人数据保护法。

- 19.2. The Parties acknowledge and agree that in providing Goods, each Party may collect and process Personal Data, including, without limit, transferring it outside the country in which it is collected and disclosing it to third parties, strictly for the Purpose(s) for which the individuals concerned have been notified and for which each individual's prior, express and written consent have been obtained before each person's Personal Data being collected, or which have been collected and processed.

各方承认并且同意，在提供货物时，各方可以收集和處理个人数据，包括但不限于：将数据转移至数据收集所在国之外并披露给第三方；确保严格按照相关被收集数据人员提前知悉的用途使用数据；在收集或收集及处理个人数据前，已经获得了被收集处理数据人员的明确的书面许可。

- 19.3. Each Party acknowledges, agrees and undertakes that they shall have in place adequate and robust systems, equipment and processes relating to technical, data processing, information technology, secure and encrypted data storage, human resource and all organizational security measures so that the confidentiality of the collection and processing of Personal Data complies with Relevant Personal Data Protection Laws.



各方均承认、同意并承诺，他们应当拥有与技术、数据处理、信息技术、安全与加密数据存储，人力资源和所有组织安全措施相关的合格且稳固的系统、设备和流程，以确保收集和处理个人数据的保密条件符合相关个人数据保护法的规定。

- 19.4. The Parties acknowledge, agree, and undertake that they shall have complied with all legal obligations imposed upon their organization, company, Entity, Entities, or Affiliates by all the Relevant Personal Data Protection Laws.

各方均承认、同意并承诺，他们应遵守并履行所有相关个人数据保护法对其组织、公司，实体，或关联方所规定的所有法律义务。

- 19.5. The Parties acknowledge, agree, and undertake that they shall collect, process, use, and store all Personal Data following and in full compliance of all Relevant Personal Data Protection Laws at all times.

各方均承认、同意并承诺，他们应在收集、处理、使用和存储所有个人数据时，始终遵守所有相关个人数据保护法的规定。

- 19.6. The Parties acknowledge, agree and undertake that in the event there is any security leak or breach of Personal Data collected and/or processed by the Party or their Entity/Entities or Affiliate, and/or breach of their confidentiality obligations or their obligations for their compliance with all Relevant Personal Data Protection Laws, that the relevant Party shall immediately and within the first hour of discovery of such security leak or breach inform the other Party, to enable the other Party to be able to immediately inform its local country government regulator of such breach in compliance with all Relevant Personal Data Protection Laws.

各方均承认、同意并承诺，如在一方或其实体或其关联方在收集或处理个人数据过程中遇到安全漏洞事件，和/或发生违反保密义务或违反相关个人数据保护法规定的行为，有关当事方应立即在发现此类事件或违约行为后一小时内通知另一方，使另一方能够按照相关个人数据保护法的规定，立即将此类违规行为报告给其所在国家/地区的政府监管机构。

- 19.7. The Parties acknowledge, agree, and undertake that, if requested by Party or Entity, they will comply with a Party's or an Entity's global data privacy obligations, execute applicable European Union model contracts for the transfer of Personal Data into any countries in the European Union or which relate to the monitoring or targeting of Personal Data of any persons, subjects or citizens in or of the European Union.

各方均承认、同意并承诺，如合同方或实体要求，各方将遵守并履行该合同方或实体的全球数据隐私义务，执行适用的欧盟范本合同，用以将个人数据转移至任何欧盟国家，或进行有关监视或确定欧盟内任何个人、主体或公民个人数据的行为。



20. Vienna Convention

维也纳公约

The provisions of the United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna in 1980 (known as the Vienna Convention) are expressly excluded.

（本合同）明确排除1980年在维也纳通过的《联合国国际货物销售合同公约》（或称《维也纳公约》）的规定。
