

庄信万丰股份有限公司标准购买条款和条件（“本条件”）

中国

1. 定义和解释:

1.1 以下定义适用于本条件:

- (a) “关联公司”是指，就任何人士而言，通过一个或多个中间人直接或间接地控制一方、受一方控制或与一方处于共同控制之下的任何组织、公司或实体，其中“控制”一词是指通过拥有至少百分之五十（50%）的表决权或者以合同或其他方式，直接或间接地拥有指挥权或引导管理和政策的方向；
- (b) “商业条件”是指列在订单上和/或我方以书面形式同意的其他文件中所载的条款；
- (c) “合同”是指由商业条件和本条件组成的货物和/或服务买卖协议，包括适用的附件；
- (d) “货物”和/或“服务”是指商业条件中约定的由贵方出售给我方的货物和/或服务；
- (e) “订单”是指我方不时发给贵方的货物和/或服务采购订单或放行订单；
- (f) “规格”是指货物和/或服务的书面规范；
- (g) 如商业条件所述，“我方”、“我们”和“我方的”是指已与贵方签订合同的庄信万丰股份有限公司和/或其任何关联公司；
- (h) “贵方”和“贵方的”是指向我方提供我方所购买的货物和/或服务的供应商；以及
- (i) “《JM 供应商行为准则》”见 <https://matthey.com/about-us/partnering-with-us/supplier-code-of-conduct>。

1.2 以下解释适用于本条件:

- (a) 人士包括自然人、法人团体或非法人团体（不论其是否具有独立法人资格）；
- (b) 所提及的一方包括其继承人和允许的受让人；
- (c) 所提及的法规或法定条款是指经修订或重新颁布的法规或法定条款。所提及的法规或法定条款包括根据该法规或法定条款制定的所有附属立法；
- (d) “包括”、“包含”、“尤其”、“例如”或任何类似的措辞后面的任何词语，均应被解释为说明性的词语，不应限制这些词语前面的任何词语、描述、定义、短语或术语的含义；以及
- (e) 本条件中的标题仅为方便而插入，不影响本条件的解释。

2. 条件的适用:

- 2.1 本条件是我方与贵方交易所依据的唯一条件，尽管从贵方收到的确认书、发票或其他表格可能载有任何条款，以及尽管可能有接受或支付任何货物或类似行为，但本条件仍应适用于合同。我方特此拒绝贵方施加的或者贸易、惯例、习惯或交易过程所暗示的任何不同或附加的条款和条件。
- 2.2 在商业条件与本条件发生冲突的情况下，应在解决此类冲突所必需的范围内以商业条件为准。
- 2.3 对合同进行的任何变更仅在双方事先以书面形式同意并签字时才有效。为免生疑问，本2.3的规定应适用于（因任何原因引起的）价格上涨和交货迟延情况。除非另有书面约定，否则我方购买贵金属将受有关庄信万丰股份有限公司标准现货和远期购买条款约束。

3. 履行:

3.1 贵方应按照合同提供货物和/或履行服务。

3.2 在提供货物和/或服务时，贵方应当：

- (a) 遵守我们的合理指示；
- (b) 使用最优质的货物、材料、标准和技术；

- (c) 确保贵方始终拥有和保持履行合同项下义务所需的全部执照、许可、授权、同意和许可证；
- (d) 不执行或疏于执行任何可能导致我们失去为开展业务而依赖的执照、授权、同意或许可的事项；
- (e) 遵守适用于我们任何场所的所有健康、安全和安保要求；
- (f) 遵守不时生效的所有适用的法律、法规、条例和守则；
- (g) 按照我方要求的时间表配合我方处理与服务有关的所有事宜，但在任何情况下都必须在考虑有关货物和/或服务的性质及其提供情况后，在合理期限内配合我方处理上述事宜；以及
- (h) 提供与货物有关的足够详细的操作和维护手册，以使我方和我方的雇员、代理人或分包商能够安全和适当地操作、维护或修理货物。贵方承认，货物可与其他货物或产品（包括供人类消费的药品）结合或合并，并可单独或组合供应给第三方。

3.3 在提供服务时：

- (a) 贵方所提供的服务人员或者代表贵方利益的并以贵方名义行事的其他人员（统称为“供应商服务人员”）不应被视为我方的员工，且供应商服务人员与我方在任何情况下均不存在、也不形成任何形式的劳动关系。供应商服务人员的工资、社会保险和住房公积金（在供应商服务人员为非全日制用工的情形下，仅包括工伤保险）、个人福利、补充商业保险（如有）或其他任何形式的奖励、津贴均由贵方自行支付，与我方无涉；
- (b) 贵方应独自承担因未能履行贵方作为用人单位或雇主而应对供应商服务人员所承担的任何义务（例如签订书面的劳动合同、按时足额缴纳社会保险等）而产生的全部责任；并且，如因贵方未能履行该等义务而使得任何供应商服务人员向我方提起任何主张、索赔或诉求的，贵方还应全额赔偿我方因此而产生的全部损失；
- (c) 贵方不得自行代表我方或以我方的名义与任何第三方（包括但不限于政府机关）进行沟通或业务往来（包括但不限于作为中介帮助我方申请任何政府许可），并确保供应商服务人员同样遵守前述义务。
- (d) 供应商服务人员在履行合同的过程中给其自身、我方或第三方造成人身伤害和/或财产损害的，应由贵方承担全部后果和责任。伤害和/或损害发生时，双方均有义务在各自的能力范围内采取必要的措施减小损失，但贵方应补偿客户在此过程中产生的所有费用。对于第三方或供应商服务人员因本条所述情形针对我方提起的所有索赔，贵方将补偿我方所有损失（如有），并使我方免受任何损害。

4. 免费提供的材料：

- 4.1 贵方应安全保管由我方提供给贵方的所有材料和设备（包括工具、模具和夹具等）、图纸和数据，自行承担相关风险，并维护这些材料，直至归还给我方，除按照我方的书面指示或授权外，贵方不得处置这些材料，也不得未经我方书面授权擅自使用这些物品。贵方应（向一家信誉良好的保险公司）购买并有效地维持保险，该保险应按完全重新重置价值，涵盖我方提供给贵方的所有材料和设备、图纸和数据在贵方保管期间丢失或损坏的所有风险。一经要求，贵方即应出示提供保险详情的保险凭证，以及该保险当年保险费的收据。

5. 交货：

- 5.1 除非我们另有约定，否则货物应按商业条件中规定的日期（在正常营业时间内）和地址完成交货、运输、保险和关税支付，如果没有具体规定该日期，则需考虑所提供货物的性质和提供货物的情况，要求在合理期限内交货。交付货物和/或履行服务的时间至关重要。如果贵方有任何理由认为贵方可能或将以任何方式延迟履行合同项下的义务，则贵方应立即通知我方。如在约定日期未交付货物的，则在不损害我方享有的任何其他权利的前提下，我方有权：**(i)**取消合同之全部或部分；**(ii)**拒绝接受贵方试图进行的任何后续交货；**(iii)**要求贵方全额退还被拒收货物的价款；**(iv)**就我方向第三方购买替代货物发生的任何成本，向贵方进行追偿；**(v)**如我方同意接受逾期交货的，就逾期交货期间，按照货物价格百分之零点五（0.5%）的比例每天收取逾期费；以及**(vi)**就贵方未在约定日期交付货物造成的任何额外成本、损失或费用，我方有权主张损害赔偿。
- 5.2 所有货物都应附有交货文件和标签，这些交货文件和标签应**(i)**提供货物的全部详情、特殊储存说明（如有）和引用我们的订单号，并在相关情况下提供**(ii)**材料安全数据（包括其必要的译本）、化验证书和符合规格的书证；以及**(iii)**所有进出口清关文件。
- 5.3 货物必须妥善包装和保护，所采用的包装和保护方式须使其能够完好无缺地到达我方，并确保符合有关货物生产、标签（包括（如适用）适当使用CE标记）、包装、储存、装卸及在目的地和交货日期交货的适用法律和法规。贵方应确保始终按照我方以道德和可持续的方式开展业务的承诺履行合同项下的义务。
- 5.4 如果货物中的任何化学物质属于《新化学物质环境管理登记办法》（“2020年第12号令”）中“新化学物质”的定义，贵方应在安全数据表上说明，或书面通知我方，并确保新化学物质已经有效登记（或免除登记义务），以及在适用的情况下，按照**(i)** 2020年第12号令 **(ii)** 其他适用法律和法规的适用要求进行评估和授权。如果货物被归类为2020年第12号令定义的日常使用中有意释放新化学物质的物品，本5.4条也应适用于该货物中的有意释放的此类物质。

5.5 交货应在交货日期和交货地点由贵方卸载合格货物或提供服务时完成。我方保留在交货后检验中发现货物损坏时拒收货物的权利。我们对任何货物和/或服务出具收据，不构成对这些货物和/或服务的条件、性质、质量、数量、质地或有效性的确认。

6. 单独交货:

我们没有义务接受分期交货。如果约定货物和/或服务以单独交货方式交付，则对这些货物和/或服务可以单独开具发票和付款。但是，贵方未能按时或完全交付任何一批货物和/或服务，或者任何一批货物和/或服务中存在任何缺陷，应使我方有权终止这些货物和/或服务交付所依据的合同的全部或任何未履行的部分，而无需向贵方承担任何进一步的责任。尽管存在上述规定，贵方未能按时或完全交付任何一批货物和/或服务，或者任何一批货物和/或服务中存在任何缺陷，并不妨碍我们在未履行的分期交货和已履行的分期交货相互依存的情况下解除合同的全部或任何已履行的部分。

7. 验收、拒收和检验:

7.1 在货物设计、制造或生产的过程中，我方或我方代表在合理通知贵方后，有权随时对货物进行检验和/或测试。我方还可以要求对货物和/或服务进行验收测试，该验收测试可根据我方的选择由我方或贵方在贵方现场进行，或者在我方现场安装和/或调试货物（如适用）或完成服务后进行，测试结果应提供给我方。

7.2 如果在进行任何此类检验和/或测试期间或之后，贵方就任何不符合合同规定的缺陷或工作通知我方，则贵方应及时免费纠正这些缺陷，并在纠正这些缺陷时通知我们，同时提交进一步检验和/或测试的请求。

7.3 我方有权拒收我方在合理行事的情况下认为不符合此类检验或测试要求的货物和/或服务，也有权要求贵方收取我方在合理行事的情况下认为不符合此类检验或测试要求的货物。接受有缺陷、迟交或不完整的货物和/或服务不构成放弃我方的任何权利和补救办法，包括我方的拒收权。贵方应承担由我方拒收有缺陷、迟交或不完整的货物和/或服务导致的损坏或丢失风险。

8. 价格和付款:

8.1 应在商业条件中规定货物和/或服务的价格，除非另有书面约定，否则货物和/或服务的价格应包括所有关税、征税、运费、保险费和包装费，但不包括增值税或我方管辖区域内应缴纳的其他类似税费。如果贵方根据合同为增值税目的提供任何应税供应品，我方将在收到贵方有效的增值税发票后，在支付所提供货物和/或服务款项的同时，就货物的供应和/或服务的履行所应收取的增值税向贵方支付有关附加款项。

8.2 货物和/或服务的价格应是就提供货物和/或履行服务对贵方全部付款责任，并应包括与提供货物和/或履行服务有关的直接或间接发生的各项成本和费用（包括第三方代表贵方承担的任何费用）。除非书面同意、签字并加盖公司印章（如适用），否则附加费用不得生效。

8.3 除非另有约定，否则贵方应当及时向我方开具发票(i)对于货物，在刚完成交货时，或者如果晚一些，则在我方接受货物时；以及(ii)对于服务，在刚完成服务的履行时，或者如果晚一些，则在我方接受服务时。每一张发票都应包含我们所需的证明信息，以验证发票的准确性，包括相关采购订单号码。

8.4 我们将在收到发票后的当月底起60天内支付每一张有效提交的发票金额。

8.5 所有发票上都必须引用正确的采购订单号码，我方对没有此类信息的发票、提货单或其他通信不承担任何责任。

8.6 如果在是否应根据合同向贵方支付任何款项方面存在善意的争议，则我方可以拒绝支付有争议的款项，直到争议解决为止，但是，(i)我方必须按照第8.4条支付任何无争议的款项；以及(ii)合同项下双方的其他义务绝不应受本第8.6条项下的任何争议影响。

8.7 如果我方未能支付合同项下的任何到期款项，贵方可收取逾期款项的利息，利率为违约行为发生时全国银行间同业拆借中心公布的一年期贷款市场报价利率（LPR）标准为基础加计30%；计息时间为自付款期限届满之日起直至实际付款之日。本第8.7条不适用于善意争议的款项。

8.8 在不影响我方根据合同或以其他方式享有的任何其他权利或补救办法的情况下，我方可在法律允许的范围内随时根据合同或以其他方式抵销贵方对我方的任何负债，无论此类负债是否为现在的或未未来的、已清偿的或未清偿的负债，合同规定的或其他规定，也无论我方对贵方的负债采用何种货币。如果拟抵销的负债以不同的货币表示，我们可以市场汇率对任何一项负债进行折算。

8.9 我方对货物和/或服务的付款不构成我方任何权利的放弃，也不意味着贵方义务的终止。

9. 所有权和风险:

除非另有约定，否则应在付款或交货时（以较早发生者为准）将货物所有权转移给我方。贵方应确保货物所有权在完全所有权担保下转让，并且不存在任何担保权益。我方付款或将货物或服务的所有权或风险转移给我方，不应被视为构成接受货物和服务，也不应损害我方的任何权利和补救办法。货物风险应在按照第5.5条完成交货后转移给我方。

10. 变更:

- 10.1 根据第10.2条的规定,我们可在不使合同无效的情况下发出指示,要求对交货进行补充、减少、删除、替换或其他更改,包括对货物和/或服务的任何方面和/或规格进行补充、减少、删除、替换或其他更改,和/或对交货顺序和/或预定交货日期进行变更。
- 10.2 在贵方执行根据第10.1条发出的任何指示之前,双方应尽力就时间和成本影响达成一致,否则,我方应在公平合理的基础上对发出的任何指示进行估价。如果由于贵方不遵守合同条款而发出此类指示,贵方无权获得任何额外费用和/或延期。只有在根据第2.3条达成协议后任何指示才对双方具有约束力。

11. 分包商:

贵方可将合同项下贵方的履行分包给任何符合条件的人士(“分包商”),但贵方须事先取得我方的书面同意。在所有情况下,贵方应对任何分包商的行为和不作为负责,包括在相同的范围内对分包商人员的行为和不作为负责,就如同此类作为或不作为是贵方或贵方人员的行为一样,此外,贵方还须对支付给分包商的所有报酬和费用负责。

12. 保密:

- 12.1 本合同各方应严格保守、不得向任何第三方披露或为履行合同项下义务以外的目的使用或利用另一方(“披露方”)或其关联公司、雇员、高级职员、顾问、代理人或分包商(“代表人”)直接或间接向其(“接收方”)披露的与披露方或其关联公司有关的所有机密性质的技术、财务或商业诀窍或信息、数据、规格、发明、工艺流程或倡议,以及接收方可能获得的与披露方的业务或其产品有关的其他任何机密信息(“机密信息”)。
- 12.2 接收方应将此类机密信息的披露和/或使用限定在为履行合同项下义务而需要了解此类机密信息的代表范围内。接收方应确保该等代表人受根据本第12.2条约束接收方的类似保密义务约束。本合同各方均应对其代表人未经授权使用或披露另一方保密信息的行为负责。
- 12.3 如果法律、法规或类似机构要求,接收方可向任何监管机构、执法机构或其他第三方披露此类机密信息。在这种情况下,接收方应在(在可行和合法的范围内)在披露前尽快书面通知披露方,并尽其一切合理的努力与披露方进行协商,以约定披露的时间、方式和范围。
- 12.4 此类机密信息仍为披露方的财产,并且应被视为已以信托方式交给接收方,一经要求,此类机密信息应立即归还给披露方或销毁(披露方应作出指示并取得销毁证明)。未经我方事先书面同意,贵方不得披露、复制、宣传或公布合同的存在情况或与合同有关的任何信息,包括庄信万丰的名称、货物、服务、交货地点或履行地点。
- 12.5 各方承认,如果另一方违反本第12条的规定,单独损害赔偿并不是足够的补救办法。因此,双方同意,任何一方都有权在没有特别损害赔偿证明的情况下,就另一方可能或实际违反本第12条的行为寻求禁令或其他临时补救办法,但不应影响该方可能拥有的任何其他权利和补救办法。
- 12.6 本第12条应在合同期满或终止后继续有效。

13. 知识产权:

- 13.1 我方提供给贵方的任何规范、图纸、数据,或者贵方根据我方提供的规格、图纸或数据编制的,与按我方指示生产货物和/或履行服务有关的任何规格、图纸或数据,连同其所有知识产权一起均为我方的专有财产,不得被贵方用于除为履行合同项下的贵方义务和我方明确指明的目的以外的任何其他目的、无论是商业目的还是其他目的。贵方承诺执行我方要求的正式转让,并协助我方正式登记此类知识产权。
- 13.2 在合同规定按照贵方或贵方分包商的设计和规格生产货物或履行服务的范围内,贵方应负责提供执行此类工作所需的所有图纸、规格、计算方法和其他信息。贵方应对贵方提供的图纸、规格、计算方法或其他信息中的任何错误或遗漏负责,无论此类图纸、规格、计算方法或其他信息是否得到我方的认可,贵方均应纠正所有错误和遗漏。除非错误和遗漏是由于我方以书面形式提供的不准确信息所致,否则贵方应负责承担任何必要的纠正费用,包括不准确信息对有经验的供应商来说应该是相当明显的,或者应该被贵方发现并且贵方未能及时提请我方注意。

14. 供应商的违约:

14.1 货物和/或服务在所有方面都符合合同规定应是合同的一项条件。贵方保证,声明并承诺:

- (a) 所有货物都将: (i)按合同规定的数量提供; (ii)符合规格(及双方约定的任何其他货物说明),在没有任何规格或说明的情况下,使我们感到满意; (iii)具有令人满意的质量,并按照最佳行业惯例生产; (iv)适合于贵方主张的、明确传达给贵方的或合理预期使用的任何目的; 以及(v)无设计、材料和工艺方面的缺陷; 以及
- (b) 服务将: (i)按照合同中服务的规格和其他说明提供; (ii)提供服务的产品和服务中提供和使用的所有货物和材料不存在工艺、安装和设计方面的缺陷; (iii)按照行业最佳惯例履行,并使用足够人数的有适当技能和经验的人员来执行分配给他们的任务,

以确保按照合同履行贵方的义务；(iv)以贵方在类似规模、范围和价值的項目上的专业知识和经验，以合理技能和谨慎的态度履行；以及(v)满足商业条件中规定的履行日期，如果没有规定该日期，则须在考虑到所提供服务的性质的合理期限内履行。

14.2 如果贵方未能按照合同完成订单，或者货物和/或服务在完成验收后24个月内或贵方承诺的或法律规定的更长期间（“保证期”，以更长者为准）被证明存在缺陷，则我方可以酌情选择以下一项或几项措施：(i)（全部或部分地）拒收货物，并向贵方退货，相关风险和费用由贵方自行承担，同时贵方应返还对应的货款，并向我方支付对应货款金额的百分之三十(30%)作为违约金；(ii)要求贵方在合理可行的情况下，尽快在交货地点或贵方场所（以我方确定的为准）修理或更换货物，或者向我方退还就不符合合同的货物支付的任何款项（修理或更换的货物本身应受合同中的义务约束）；(iii)在交货不正确的情况下，要求贵方及时向我方补偿我方就此承担的任何费用（包括但不限于运费、清关费、关税和仓储费等），在我方指定的合理期限补交正确的货物，并按照货物价格的百分之零点五（0.5%）的比例每日向我方支付违约金，直至我方实际收到补交的货物并验收无误；(iv)拒收货物或暂停服务的履行，获得另一供应商提供的替代货物和/或服务，并向贵方追偿我方为获得此类替代货物和/或服务而合理招致的任何费用和开支；(v)要求贵方自费重复履行服务；及/或(v)要求赔偿因贵方未能履行合同项下的义务而导致我方招致的任何费用、损失或开支。

14.3 在不影响我方根据本条件或依法可获得的任何其他补救办法的情况下，贵方应向我方和我方的关联公司赔偿我方因下列原因而遭受的一切负债、诉讼、损害赔偿、费用、索赔、要求、开支和损失：(i)因生产、供应或使用货物或因履行服务所引起的或与之有关的实际或涉嫌侵犯第三方知识产权的行为对我方或我方的关联公司提出的任何索赔；(ii)因贵方在我方或我方关联公司的场所服务导致的错误或或疏漏，以及货物本身任何缺陷、服务履行中的任何缺陷或其他相关缺陷直接造成或相关关联的任何人身伤亡，人身伤害或财产损坏。任何此类义务都应在合同期满或终止后继续有效。

15. 不可抗力：

由于超出其控制范围的事件或情况所导致的违约、延误或未能履行合同项下的义务时，任何一方不向另一方承担任何责任。此类事件或情况应该是根据其性质无法预见的，或者即使可以预见但无法避免（“不可抗力”），但贵方应尽一切合理的努力尽量减少不可抗力的影响并恢复履行合同。如果任何事件或情况妨碍贵方履行合同项下的任何义务的时间超过连续五天，我方可通过向贵方发出书面通知立即（全部或部分地）终止合同。劳动力、材料或水电的短缺、机械故障或分包商的延误本身不构成不可抗力，除非这些情况是由上述不可抗力含义范围内的情况造成的。

16. 保险：

16.1 除第4.1条规定的要求外，贵方应在合同期限内及第14.2条规定的保证期内自费（在一家信誉良好的保险公司）为因交付货物和/或履行服务而产生的合同项下的义务和责任投保。此类保险应当：

- (a) 包括货物的保险：(i)金额应为我方在商业条件中指定的金额，在没有这种规定的情况下，金额应相当于货物的重置成本；以及(ii)应投保从生产地点到交货地点的所有风险，包括盗窃、偷盗和因任何原因不交货等风险；以及
- (b) 承保限额应为贵方在贵方所属行业从事类似规模的审慎业务所能取得的承保限额，该承保限额在任何情况下都不得低于本第16.1(b)条就该期间的单一事件引起的任何索赔或一系列索赔规定的以下限额：职业赔偿保险- 1,000,000英镑；产品责任保险-1,000,000英镑；公共责任保险-1,000,000英镑；第三方机动车责任保险-有关司法管辖区域的法律所要求的金额；雇主责任保险和工伤补偿保险-有关司法管辖区域的法律所要求的数额，

以便足以支付因合同产生的或与合同有关的负债。

16.2 贵方应根据要求出示列明每项保险的承保详情的保险凭证和当年每项保险的保险费收据。

16.3 上述第16.1条中所提及的保险单中的任何限制、货币或其他内容，均不得被解释为对贵方责任的限制，贵方仍必须对保单未涵盖的任何事项和范围承担全部责任。

17. 终止：

17.1 在不影响任何其他可获得的权利或补救办法的情况下，如果另一方(i)严重违反本合同（或一系列持续地轻微违约，累计达到构成严重违反本合同），并且此类违约行为无法补救，或者如果能够补救的话，在另一方提供此类违约行为的合理详情后20天内未能补救；或者(ii)破产或无力偿还债务，通过终止其业务的决议，或法院下达终止其业务的命令（在任何一种情况下，为有偿付能力的重组目的除外），被指定其全部或任何资产的官方接管人、管理人或遗产管理人，与其债权人作出任何安排或为其债权人的利益作出任何安排，则任何一方都可以通过向另一方发出书面通知的方式立即终止合同。

17.2 我方（在不影响我方的其他权利的情况下）有权在任何方便的时候通过书面通知贵方立即终止合同，除就已完成的任何工作向贵方支付合理款项外（但贵方必须已采取措施尽量减少费用），我方不再向贵方承担任何责任。

17.3 合同的终止或期满不影响在终止或期满时已经产生的双方权利和补救办法，包括就终止或期满之日或之前存在的任何违约行为要求损害赔偿的权利。明示或暗示在合同期满或终止后继续有效的条件，应当继续完全有效。

18. 遵守法律和 ESG 期望:

- 18.1 贵方保证并声明, 贵方不会直接或间接地向任何人士提供、支付、承诺支付或授权支付任何款项、经济利益或其他利益, 以获得不正当好处, 也不会以违反任何反腐败法律的方式行事, 特别是(在不影响前述一般性规定的情况下)英国《2010年反贿赂法》、1977年美国《反海外腐败法》、《中华人民共和国刑法》、《中华人民共和国反不正当竞争法》或任何其他适用的反贿赂法(“**反贿赂法**”)。
- 18.2 贵方保证并声明, 贵方将遵守所有适用的税收、反洗钱和金融犯罪方面的法律、法规和规则(“**金融犯罪法律**”), 并且, (i) 货物和/或服务不构成任何适用的金融犯罪法律所规定的赃款赃物, 不因冲突、恐怖主义或洗钱而产生, 我方为购买货物和/或服务而支付的对价将由贵方用于合法目的; 以及(ii)贵方不会犯下骗取政府收入的罪行, 或者贵方或其他人士故意涉及以欺诈方式逃税或采取措施以欺诈方式逃税的罪行。
- 18.3 贵方承认货物和/或服务可能受出口管制和贸易制裁法律、法规、规则和许可(“**出口管制和贸易制裁规则**”)约束, 并同意遵守出口管制和贸易制裁规则。
- 18.4 贵方保证并声明, 贵方充分了解并将遵守所有适用的(i)不时生效的反奴隶制和人口贩运法律、法规、条例和法典, 包括英国《2015年现代奴隶制法案》(“**反奴隶制法律**”); 以及(ii)国际公约(包括国际劳工组织的核心公约、联合国全球契约和联合国工商业与人权指导原则)和有关工作条件和劳动标准的适用法律, 包括但不限于《中华人民共和国劳动法》和《中华人民共和国合同法》(“**劳动法**”), 并且贵方已建立健全合理的内部程序, 以确保贵方和贵方的人员遵守反奴隶制法律和劳动法。
- 18.5 贵方保证并声明, 货物不含有《经济合作与发展组织关于来自受冲突影响和高风险区域的矿石的负责任供应链尽职调查指南》中所界定的任何冲突矿产, 并且非从资助冲突或恐怖主义的提供者处获得, 也没有从参与滥用劳动法或金融犯罪法的提供者处获得。
- 18.6 贵方确认, 贵方从未直接或间接地采取也不会直接或间接地采取任何导致我方的高级职员、董事、雇员和/或关联公司违反或触犯出口管制和贸易制裁规则、反贿赂法、金融犯罪法律和/或反奴隶制法律和劳动法(统称为“**合规法律**”)的行动, 并且贵方应向我方提供我方遵守这些法律所需的资料 and/或文件(包括身份证件)。
- 18.7 贵方应遵守所有适用的人权法律(指国际公认的人权, 至少应理解为《国际人权法案》中所表述的权利, 包括联合国《世界人权宣言》, 以及国际劳工组织核心公约中规定的有关基本权利的原则, 包括但不限于关于童工、强迫劳动、非歧视、结社自由和集体谈判的公约), 并尊重人权, 避免侵犯他人权利, 并解决涉及到我方的不利人权影响。贵方应实施健全合理的内部程序, 以确保遵守本条款, 包括但不限于对贵方的供应链进行尽职调查, 并实施流程, 以缓解已发现的人权风险并对贵方所造成或促成的不利人权影响进行充分补救。贵方应主动通知我方任何已发现的人权风险和已确定的缓解措施。贵方应在与直接供应商的合同中加入人权条款, 这些条款应至少与本条款中的规定一样严格。
- 18.8 贵方应尽最大努力
- (a) 尽量减少、监控和记录贵方向我们提供的商品/服务对环境的影响;
- (b) 尽量减少废物的产生, 促进材料的重复使用和回收, 并证明废物完全可追溯;
- (c) 每年记录并根据我们的要求报告贵方的范围 1、2 和 3 温室气体排放情况、水的消耗和回收材料的使用情况。
- 18.9 贵方应阅读《JM 供应商行为准则》, 并与我们合作, 直接在您自己的经营活动和整个供应链中实现可持续的业务实践。贵方同意以透明的方式开展合作, 以发现相关的风险领域或实际的不利影响。如果发现风险或实际的不利影响, 贵方将实施必要的预防、缓解或补救计划。贵方应根据要求填写一份有关可持续发展目标以及贵方对《JM 供应商行为准则》的遵守情况的第三方调查问卷。缺乏合作、不能解决违规行为和/或不能及时实施必要的纠正行动计划可能会导致业务减少, 并最终会导致与我们的业务关系的终止。
- 18.10 贵方应为贵方的供应商实施充分和有效的尽职调查和监控程序, 以确保贵方的供应商遵守合规法律。贵方同意确保与合同有关的所有贵方的关联人员都遵守本第18条的规定。
- 18.11 在我方真诚地认定贵方已违反本第18条规定的情况下, 除了我方享有的其他权利外, 我方还有权通过向贵方发出书面通知的方式立即终止与贵方的合同。
- 18.12 对于因贵方的错误、未能遵守或不遵守本第18.1至18.10条和/或根据本第18.1至18.10条终止合同而导致我方招致的任何罚款、损害赔偿、费用、损失、负债、报酬和罚金, 贵方应保护我方和我方的关联公司、向我方和我方的关联公司作出赔偿并使我方和我方的关联公司免受损害。
- 18.13 本第18条应在合同期满或终止后继续有效。

19. 数据保护:

- 19.1 就本第19条而言, 数据保护法是指所有数据保护法律、监管要求、指南和业务守则, 包括《(EU)2016/679法规》(“GDPR”)、英国《通用数据保护条例》(“英国GDPR”)、《2003年隐私和电子通信(EC指令)条例》(“PECR”), 《2018年数据保护法》, 中国关于数据保护的法律法规、法规和国家标准, 以及其他适用且不时修订和/或替换的法律法规, 控制者、数据处理者、个人数据和处理等词语应具有GDPR中对这些词语赋予的定义。
- 19.2 除非适用以下第19.3条的规定或双方另行明确书面约定, 否则贵方应被视为贵方所处理的与合同有关的个人数据的控制者。贵方应遵守适用于与合同有关的控制者的数据保护法的要求, 不得故意做或允许做任何可能导致另一方违反数据保护法的事情。
- 19.3 如果贵方为处理者, 贵方同意附件A所载的规定适用于处理事宜。
- 19.4 如果贵方在国际上传输个人数据至中国境外, 贵方必需应事先获得我方的许可。根据要求, 贵方必需签订《中华人民共和国个人信息保护法》定义的《个人信息出境标准合同》。

20. 政府合同:

如果货物和/或服务将用于执行政府合同或分包合同, 或与之相关, 则合同应受有关政府部门规定的特殊条件和本条件限制(只要本条件不与这些特殊条件相抵触)。这些特殊条件的详情将根据要求提供, 并在适用的商业条件中提及。

21. 通知:

合同项下要求或允许给予的所有通知应为书面形式, 且应送达至合同约定通知地址。应按我方要求选择以下一种或几种方式通知: (1) 通过挂号信并要求接收回执, 或通过声誉良好的国内次日达快递服务并预付邮资递送, 在收件人签收之日或信件发出后第四日视为送达, 两个日期不一致的以在前的日期为准; (2) 或经当面递交, 收件人签收之日视为送达; (3) 通过电子邮件, 在发送当日视为送达。如果同时使用几种通知方式的, 以较快到达接收方者为准。任何一方均可通过前述方式向另一方发出通知来改变其以后通知的投递地址。

22. 禁止转让:

未经我方事先书面同意, 贵方不得全部或部分地让与、让渡或以其他方式转让合同或合同项下的任何权利或义务。

23. 有效性:

如果享有专属管辖权的法院或主管当局认定合同的任何条款或部分条款不合法、无效或不可执行, 则该等条款或部分条款应被视为不构成合同的组成部分, 合同其余条款的合法性、有效性或可执行性不受影响, 但适用法律的实施另有要求的除外。双方应尽其合理的努力在合理时间内就合同的充分和合理变更达成协议, 以便在双方之间的交易没有根本变化的情况下, 最大限度地达到该等条款或部分条款所能达到的相同商业效果。

24. 第三方权利:

本合同项下的贵方义务(包括所有声明、保证和承诺)是为了我方和我方的各关联公司的利益而规定, 我方的任何关联公司在本合同项下或与本合同有关的所有费用、开支或损失, 将视同我方遭受或招致的费用、开支或损失, 我方有权向贵方追偿这些费用、开支或损失(前提是不得双重追偿这些费用、开支或损失)。如果任何适用的法律防止按照前一句完全追偿我们的任何关联公司所招致的此类费用、开支或损失, 则适用的关联公司可强制执行合同赋予它的利益, 以便追偿这些费用、开支或损失。本合同或本合同的任何一项或多项条件的变更(包括任何责任的全部或部分解除或妥协)或终止无需获得非为本合同缔约方的任何人士的同意。除本第24条规定的外, 非为本合同缔约方的任何人士均不得执行本合同的任何规定。

25. 弃权:

未能或迟延履行合同或法律规定的任何权利或补救办法, 不构成放弃或以其他方式损害此类权利或补救办法或者合同或法律规定的任何其他权利或补救办法。

26. 无合伙关系或代理关系:

合同中的任何规定都不旨在或不应被视为在双方之间建立或构成合伙或合资关系, 为任何目的在双方之间建立委托代理关系, 或授权任何一方代表另一方作出或进行任何承诺。

27. 译本:

如果合同被翻译成任何其他语言和/或使用双语版本, 则以英文版本为准, 该英文版本可在www.matthey.com上获得。

28. 完整协议

- 28.1 本合同构成双方之间的完整协议，并取代和废除双方分别签署本合同之前的任何时候就本合同的标的物所作出的一切书面或口头的协议、安排、承诺、建议、保证、声明和谅解（“**合同前声明**”）。
- 28.2 各方承认，在订立本合同时，其并未依赖另一方或其代表就本合同的标的物所作出的任何合同前声明（无论是出于无意还是疏忽作出），但本合同明确规定的合同前声明除外。
- 28.3 各方同意，其不得以任何合同前声明为依据，对出于无意或疏忽作出的错误陈述或因疏忽而引起的错误陈述提出索赔，并且，各方特此放弃其就任何合同前声明本可获得的一切权利和补救办法。
- 28.4 本第28条中的任何规定都不得限制或排除因任何合同前欺诈性虚伪陈述或欺诈性隐瞒而引起的任何一方的责任。

29. 法律及管辖：

合同的订立、效力和履行，以及因合同、合同的标的物或合同成立而引起的或与之有关的任何争议或索赔（包括非合同争议或索赔），均受中华人民共和国（就合同而言，不包括香港特别行政区、澳门特别行政区和台湾地区）法律管辖，双方不可撤销地同意服从中华人民共和国法院的非专属性管辖权，但是，本条件中的任何规定都不应阻止一方向任何享有专属管辖权的法院申请临时救济和/或保全措施。

附件 A：数据处理者条款

- 1.1 在本附件 A 中，“**数据保护法规**”是指欧盟第 2016/679 号条例（GDPR）及其任何修订或替换（包括实施该法规的任何相应或同等的国家法律或法规；(ii)其他适用的欧盟法规；(iii)《2018 年数据保护法案》；(iv) 中国关于数据保护的相关法律、法规和国家标准；(v)适用的任何其他国家的**数据保护或隐私法**；以及(vi)负责监督遵守适用的**数据保护法规**的主管当局发布的任何有约束力的**指导或业务法规**。
- 1.2 在贵方根据本合同处理任何个人数据的范围内，贵方应为以下处理记录中所述的代表我方行事的数据处理者。
- 1.3 对于本合同，贵方应当：
 - 1.3.1 始终遵守数据保护法规，不得以导致我方违反数据保护法规规定的任何适用义务的方式履行本合同项下的义务；
 - 1.3.2 仅按照我方的指示，在履行本合同项下义务所需的范围内，以履行本合同项下义务所需的方式处理以下处理记录中进一步描述的个人数据，且不得向任何第三方披露此类个人数据；
 - 1.3.3 实施适当的技术和组织措施，以保护个人数据不受未经授权或非法的处理，以及不受意外损失、破坏、损坏、更改或披露；
 - 1.3.4 采取合理的措施，确保能够获取个人数据的雇员或代理人的可靠性和可信性，并确保其已承诺保密或承担适当的法定保密义务；
 - 1.3.5 未经我们事先书面同意，不在或不向中华人民共和国境外的国家或地区处理或传输任何个人数据；
 - 1.3.6 根据我们的要求进行合作，以使我们能够遵守数据保护法规所规定的贵方义务，包括与数据主体根据数据保护法规行使权利有关的贵方义务；
 - 1.3.7 未经控制者事先同意，不聘用其他处理者；
 - 1.3.8 在提供服务结束后，（根据我们的选择）删除或归还所有个人数据，并删除其任何现有副本；并且
 - 1.3.9 向我方提供所有必要的信息，以证明遵守本第 1.3 条规定的义务的情况，并允许进行审计和协助开展审计工作，包括我方或我方委托的其他审计师进行的检查。
- 1.4 贵方应在得知或怀疑发生个人数据丢失或损坏情况或者与个人数据有关的数据安全漏洞后，立即（并在任何情况下都在二十四（24）小时内）通知我们。
- 1.5 对于因贵方违反本合同或数据保护法规所规定的义务而导致我方招致或遭受的任何费用、损失、损害、诉讼、索赔、开支、要求、罚款或罚金，贵方将向我方作出赔偿。
- 1.6 上文中所提及的处理记录表：

该工作说明书/采购订单下的个人数据处理的主题和时间	
个人数据处理的性质和目的	
拟处理的个人数据的类型	
拟处理的个人数据的特殊类别	
与个人数据有关的数据主体的类别	
获认可的子处理者	

JOHNSON MATTHEY PLC STANDARD TERMS AND CONDITIONS OF PURCHASE (“CONDITIONS”)

CHINA

1. DEFINITIONS AND INTERPRETATION:

1.1 The following definitions apply in these Conditions:

- (j) "Affiliate" means, in respect of a person, any organisation, firm or entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a Party, where 'control' means the direct or indirect power to direct or cause the direction of the management and policies, whether through ownership of at least fifty percent (50%) of the voting interests, by contract or otherwise;
- (k) "Commercial Conditions" means the terms set out in an Order and/or such other document(s) as agreed by us in writing;
- (l) "Contract" means the agreement for the sale and purchase of Goods and/or Services consisting of the Commercial Conditions and these Conditions, including the Appendices where applicable;
- (m) "Goods" and/or "Services" means the goods and/or services agreed in the Commercial Conditions to be sold to us by you;
- (n) "Order" means a purchase or release order for the Goods and/or Services placed by us on you from time to time;
- (o) "Specification" means the written specification for the Goods and/or Services;
- (p) "we", "us" and "our" means or refers to Johnson Matthey PLC and/or any of its Affiliates, as stated in the Commercial Conditions, which has entered into the Contract with you;
- (q) "you" and "your" means or refers to the supplier from whom we purchase the Goods and/or Services; and
- (r) "JM Supplier Code of Conduct" means as per <https://matthey.com/about-us/partnering-with-us/supplier-code-of-conduct>.

1.2 The following interpretation apply in these Conditions:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) A reference to a party includes its successors and permitted assigns;
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
- (e) The headings in these Conditions are inserted only for convenience and shall not affect their interpretation.

2. APPLICATION OF TERMS:

- 2.1 These Conditions are the only conditions upon which we deal with you and shall govern the Contract notwithstanding any terms that may be contained in any acknowledgment, invoice or other form received from you and notwithstanding accepting or paying for any shipment or any similar act, and we hereby reject any different or additional terms and conditions imposed by you or which are implied by trade, custom, practice or course of dealing.
- 2.2 In the event of conflict between the Commercial Conditions and these Conditions, the Commercial Conditions shall prevail to the extent necessary to resolve such conflict.
- 2.3 No change to the Contract shall be valid unless agreed in advance in writing and signed by both parties. For the avoidance of doubt, the provisions of this condition 2.3 shall apply to any price increase (arising from whatever cause) and any delivery delay. Unless otherwise agreed in writing, any purchase of precious metal by us will be subject to the relevant Johnson Matthey PLC standard spot and forward purchase terms.

3. PERFORMANCE:

- 3.1 You shall provide the Goods and/or perform the Services in accordance with the Contract.
- 3.2 In providing the Goods and/or Services, you shall:
 - (a) comply with our reasonable instructions;
 - (b) use the best quality goods, materials, standards and techniques;
 - (c) ensure that at all times you have and maintain all the licences, permissions, authorisations, consents and permits that you need to carry out your obligations under the Contract;
 - (d) not do or omit to do anything which may cause us to lose any licence, authority, consent or permission on which we rely for the purposes of conducting our business;

- (e) observe all health, safety and security requirements that apply at any of our premises;
- (f) comply with all applicable laws, statutes, regulations and codes from time to time in force;
- (g) co-operate with us in all matters relating to the Services in accordance with any timescales requested by us, but, in any event, within a reasonable period of time having regard to the nature of the relevant Goods and/ or Service and the circumstances in which it is being supplied; and
- (h) supply any operating and maintenance manuals relating to the Goods in sufficient detail to enable us and our employees, agents or sub-contractors to safely and adequately operate, maintain or repair the Goods. You acknowledge that the Goods may be combined with or incorporated into other goods or products (including pharmaceutical products for human consumption) and may be supplied, alone or in combination, to third parties.

3.3 In providing the Services:

- (a) the service personnel provided by you or other personnel acting on behalf and representing your interest (collectively referred to as the "Supplier Service Personnel") shall not be considered as our employee(s), nor shall any form of employment relationship exist or be formed between the Supplier Service Personnel and us under any circumstances. The salary, social insurance and housing fund (in the case of non-full time Supplier Service Personnel, only work-related injury insurance is included), personal welfare, supplementary commercial insurance (if any) or any other form of reward or allowances of the Supplier Service Personnel shall all be solely paid by you and have no bearings upon us;
- (b) you shall be solely responsible for all the liabilities arising from your failure to perform any of your obligation as an employer to Supplier Service Personnel (including but not limited to execution of written labour contracts, full and timely payment of social insurance, etc.); moreover, if any Supplier Service Personnel raises any assertions, claims or demands against us due to your failure to perform such obligations, you shall fully indemnify us for all our losses caused by such circumstance;
- (c) you shall not conduct communication or business contact with any third party (including but not limited to government authorities) on our behalf of or in our name (including but not limited to assisting us to apply for any government permits as an intermediary) and you shall ensure Supplier Service Personnel complies with the above obligation as well.
- (d) You shall be responsible for the results and take responsibilities for the personal injury and/or property damage caused by the Supplier Service Personnel to themselves, us or any third party during the performance of the Contract. The parties shall take necessary measures within their respective capacity to minimize the losses when the injury and/or damage happens, but you shall indemnify us against all the expenses incurred during this process. You shall indemnify us against all losses (if any) and hold us harmless if any third party or Supplier Service Personnel makes any claim against us for the circumstances set forth in this condition.

4. FREE ISSUE MATERIALS:

You shall hold all materials and equipment (including tools, dies, jigs, moulds, and the like), drawings and data supplied by us to you in safe custody at your own risk, maintain such materials until returned to us and not dispose of such materials other than in accordance with our written instructions or authorisation, nor shall such items be used otherwise than as authorised by us in writing. You shall carry and maintain in force (with a reputable insurance company) such insurance policy covering all risks of loss of or damage to all materials and equipment, drawings and data supplied by us to you while in your custody for their full new replacement value. You shall, on request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of this insurance.

5. DELIVERY:

- 5.1 Unless otherwise agreed by us, the Goods shall be delivered, carriage, insurance and duty paid on the date and to the address specified in the Commercial Conditions (during normal business hours) and if no such date is specified, then delivery will be required within a reasonable period having regard to the nature of the Goods being provided and the circumstances in which they are being supplied. Time for delivery of the Goods and/or performance of the Services shall be of the essence. You shall immediately inform us if you have any reason to believe that you may or will be delayed in any way from completing your obligations under the Contract.

If the Goods are not delivered on the due date then, without prejudice to any other rights which we may have, we may (i) cancel the Contract in whole or in part; (ii) refuse to accept any subsequent delivery of the Goods which you attempt to make; (iii) require you to provide a full refund of the price of the rejected Goods (iv) recover from you any costs incurred by us in obtaining substitute goods from a third party; (v) if we consent to accept a delayed delivery, charge a late fee for the time period delayed at a rate of zero point five percent (0.5%) of the price of the Goods concerned per day; and (vi) claim damages for any additional costs, losses or expenses incurred by us which are in any way attributable to your failure to deliver the Goods on the due date.

- 5.2 All Goods shall be accompanied by delivery documentation and labels (i) giving full details of the Goods, special storage instructions (if any) and quoting our order number, and where relevant (ii) material safety data (including any necessary translations thereof), a certificate of analysis and certification of compliance with the Specification, and (iii) all export and import clearance documentation.
- 5.3 Goods must be properly packed and secured in such manner as to enable them to reach us in good condition and ensure conformity with laws and regulations relating to the manufacture, labelling (including, where applicable, proper use of a CE Mark), packaging, storage, handling and delivery of Goods applicable at the destination and date of delivery. You shall

ensure that the performance of your obligations under the Contract shall at all times be conducted in accordance with our commitment to conducting business in an ethical and sustainable way.

- 5.4 If any chemical substance in the Goods falls into the definition of “new chemical substance” of Measures for the Registration for Environmental Management for New Chemical Substances (“MEE Order No.12 of 2020”), you shall clarify on safety data sheet, or notify us in writing that and ensure the new chemical substance have effectively been registered (or exempt from the obligation to register) and (if relevant) evaluated and/or authorised in accordance with the applicable requirements of (i) MEE Order No.12 of 2020. (ii) other applicable laws and regulations. If the Goods are classified as an article which intentionally release new chemical substance during its routine use as designed according to MEE Order No.12 of 2020, this condition 5.4 shall also apply to such substances intentionally released from such Goods.
- 5.5 Delivery shall be completed when at the date for delivery and at the delivery location conforming Goods are off-loaded, or Services performed, by you. We reserve the right to reject any Goods which are discovered to be damaged when inspected following delivery. The issue of a receipt note by us for any Goods and/or Services shall not constitute any acknowledgement of the condition, nature, quality, quantity, substance or effectiveness of those Goods and/or Services.

6. SEPARATE DELIVERIES:

We shall not be obliged to accept delivery by instalments. Where it is agreed that the Goods and/or Services are delivered by separate deliveries, they may be invoiced and paid for separately. However, failure by you to deliver any one instalment on time or at all or any defect in an instalment shall entitle us to terminate the whole or any unfulfilled part of the Contract pursuant to which they were to be delivered without further liability to you. Notwithstanding the above, failure by you to deliver any one instalment on time or at all or any defect in an instalment does not preclude us from rescinding the whole or any fulfilled part of the Contract in the event that such unfulfilled instalment in question and fulfilled instalment are interdependent.

7. ACCEPTANCE, REJECTION AND INSPECTION:

- 7.1 At any time during design, engineering or manufacture of the Goods, we or our representatives shall, upon reasonable notice to you, have the right to inspect and/or test the Goods. We may also require acceptance tests to be carried out in relation to the Goods and/or Services, at our option, either by us or by you at your site, or following installation and/or commissioning of Goods at our site (where applicable) or completion of the Services, and the results of the tests shall be made available to us.
- 7.2 If during or following any such inspection and/or testing, you notify us of deficiencies or work that does not comply with the Contract, you shall promptly correct such deficiencies at no cost to us and notify us when such deficiencies are remedied and submit a request for further inspections and/or tests.
- 7.3 We shall be entitled to reject any Goods and/or Services or require you to collect the Goods which, acting reasonably, are deemed by us as failing to meet any such inspection or testing. Any acceptance of defective, late or incomplete Goods and/or Services shall not constitute a waiver of any of our rights and remedies, including our right to reject. You shall bear the risk of damage to or loss of the defective, late or incomplete Goods and/or Services rejected by us.

8. PRICE AND PAYMENT:

- 8.1 The price for the Goods and/or Services shall be set out in the Commercial Conditions and unless otherwise agreed in writing, shall include all duties, levies, freight, carriage, insurance and packaging charges but shall exclude VAT or any other similar tax payable in our jurisdiction. Where any taxable supply for VAT purposes is made under the Contract by you, we shall, on receipt of a valid VAT invoice from you, pay to you such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or performance of Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.2 The price for the Goods and/ or Services shall be the entire payment liability to you in respect of the supply of the Goods and/ or performance of the Services and shall include every cost and expense (including any expenses incurred by third parties on your behalf) directly or indirectly incurred in connection with the supply of the Goods and/ or the performance of the Services. No extra charges shall be effective unless agreed in writing, signed and affixed with company chop if applicable.
- 8.3 Unless otherwise agreed, you shall invoice us for (i) Goods no sooner than completion of delivery of the Goods or, if later, our acceptance of the Goods; and (ii) Services no sooner than completion of performance of the Services or, if later, our acceptance of the Services. Each invoice shall include such supporting information required by us to verify the accuracy of the invoice, including the relevant purchase order number.
- 8.4 We shall pay each validly submitted invoice within 60 days from the end of the month following receipt of invoice.
- 8.5 The correct purchase order number must be quoted on all invoices, and we will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such purchase order numbers.
- 8.6 If there is a good faith dispute about whether any amount is payable to you under the Contract, we may withhold the amount in dispute until the dispute is resolved, provided that: (i) we must pay any undisputed amounts in accordance with condition 8.4; and (ii) the other obligations of the parties under the Contract will in no way be affected by any dispute under this condition 8.6.

- 8.7 If we fail to make any payment when due under the Contract, you may charge interest on the overdue amount at the rate of 130% of the market-based one-year loan prime rate (LPR) published by the National Interbank Funding Center at the time of occurrence of such breach, from the date of expiry of the payment term to the date of actual payment. This condition 8.7 shall not apply to payments that are disputed in good faith.
- 8.8 We may at any time, without prejudice to any other rights or remedies available to us under the Contract or otherwise, set off any of your liability to us to the extent that permitted by the law, whether such liability is present or future, liquidated or unliquidated, under the Contract or otherwise and irrespective of the currency of its denomination against any of our liability of to you. If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purposes of such set off.
- 8.9 Payments by us for the Goods and/or Services shall not constitute a waiver of any of our rights, nor shall such payment terminate any of your obligations.

9. TITLE AND RISK:

Unless otherwise agreed, title in the Goods shall pass to us on payment or delivery, whichever occurs earlier. You shall ensure that title to the Goods transfers with full title guarantee and free from all security interests. Neither payment by, nor passing of title or risk in the Goods or Services to, us shall be deemed to constitute acceptance of the Goods and Services nor shall it prejudice any of our rights and remedies. Risk in the Goods shall pass to us on completion of delivery in accordance with condition 5.5.

10. VARIATIONS:

- 10.1 Subject to condition 10.2, we may, without invalidating the Contract, issue instructions requiring additions, reductions, deletions, substitutions or any other alterations to delivery including to any aspect of the Goods and/or to the Services, and/or to the Specification, and/or changes in the sequence of, and/or scheduled date(s) for, delivery.
- 10.2 The parties shall endeavour to agree the time and cost impact prior to you carrying out any instruction issued pursuant to condition 10.1, failing which, any instructions issued shall be valued by us on a fair and reasonable basis. You shall not be entitled to any additional cost and/or an extension of time where such instruction was issued as a result of your failure to comply with the terms of the Contract. Any instruction shall only be binding on the parties once agreed in accordance with condition 2.3.

11. SUBCONTRACTORS:

You may subcontract your performance under the Contract to any suitably qualified persons (a “**subcontractor**”), provided that you obtain our prior written consent. In all cases, you shall be responsible and liable for the acts and omissions of any subcontractor, including subcontractor’s personnel to the same extent as if such acts or omissions were by you or your personnel, and you shall be responsible for all fees and expenses payable to any subcontractor.

12. CONFIDENTIALITY:

- 12.1 Each of the parties to this Contract shall keep in strict confidence and not disclose to any third party, or use or exploit for a purpose other than the performance of its obligations under the Contract, all technical, financial or commercial know-how or information, data, Specifications, inventions, processes or initiatives which are of a confidential nature relating to the other party (“**discloser**”) or its Affiliates disclosed, directly or indirectly, to it (“**receiver**”) by the discloser or its Affiliates, employees, officers, advisers, agents or subcontractors (“**representatives**”) and any other confidential information concerning the discloser’s business or its products which the receiver may obtain (“**Confidential Information**”).
- 12.2 The receiver shall restrict disclosure and/or use of such Confidential Information to its representatives who need to know the same for the purpose of performing its obligations under the Contract. The receiver shall ensure that such representatives are subject to like obligations of confidentiality as bind the receiver under this condition 12.2 . Each of the parties to this Contract is responsible for any unauthorised use or disclosure of the other party’s Confidential Information by its representatives.
- 12.3 The receiver may disclose any Confidential Information to any regulator, law enforcement agency or other third party if it is required to do so by law, regulation, or similar authority. In those circumstances the receiver shall (to the extent practical and lawful to do so) notify the discloser in writing as soon as practicable before the disclosure and use all reasonable endeavours to consult with the discloser with a view to agreeing the timing, manner and extent of the disclosure.
- 12.4 Any such Confidential Information shall remain discloser’s property and shall be deemed to have been imparted in trust to the receiver and shall be returned to discloser or destroyed (as discloser shall direct and with destruction certified) immediately upon request. You shall not without our prior written consent disclose, copy, publicise or publish, the existence of the Contract or any information related to the Contract including the name of Johnson Matthey, the Goods, Services, or the place of delivery or performance.
- 12.5 Each party acknowledges that damages alone would not be an adequate remedy in the event of breach by the other party of the provisions of this condition 12. Accordingly, it is agreed that either party shall be entitled, without proof of special damages, to seek an injunction or other interim remedy for any threatened or actual breach of this condition 12 by the other party, without prejudice to any other rights and remedies which that first party may have.
- 12.6 This condition 12 shall survive the expiry or termination of the Contract.

13. INTELLECTUAL PROPERTY RIGHTS:

13.1 Any Specification, drawings or data supplied by us to you, or produced by you based on such Specification, drawings or data supplied by us, in connection with the manufacture of the Goods and/or performance of the Services on our instruction, together with all intellectual property rights therein shall be our exclusive property and shall not be used by you for any purpose, commercial or otherwise, except as required for the performance of your obligations under the Contract and as expressly stated by us. You undertake to execute any formal assignment requested by us and to assist us in formally registering any such intellectual property rights.

13.2 To the extent that the Contract provides for Goods to be manufactured or Services to be performed to your or your subcontractor's designs and specifications, you shall be responsible for providing all drawings, specifications, calculations and other information necessary for the execution of such work. You shall be responsible for any errors or omissions in drawings, specifications, calculations or other information provided by you whether the same have been approved by us or not and you shall rectify all errors and omissions. You shall be responsible for the cost of any such rectification as shall be necessitated unless the errors and omissions are due to inaccurate information provided in writing by us, save insofar as any inaccuracy which should have been reasonably apparent to an experienced supplier or should have been detected by you and you fail to bring it promptly to our attention.

14. SUPPLIERS DEFAULT:

14.1 It shall be a condition of the Contract that the Goods and/or Services will conform to the Contract in all respects. You warrant, represent and undertake that:

- (c) all Goods will be: (i) provided in the quantity specified in the Contract; (ii) in accordance with the Specification (and any other description of the Goods agreed between the parties) and, in the absence of any Specification or description, be to our reasonable satisfaction; (iii) of satisfactory quality and manufactured in accordance with best industry practice; (iv) fit for any purpose for which they are held out by you, specifically communicated to you, or may otherwise be reasonably expected to be used; and (v) free from defects in design, materials and workmanship; and
- (d) the Services will: (i) be provided in accordance with the Specification and any other description of the Services in the Contract; (ii) be provided so that the products of the Services and all goods and materials supplied and used in the Services will be free from defects in workmanship, installation and design; (iii) be performed in accordance with best industry practice and using personnel who, are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that your obligations are fulfilled in accordance with the Contract; (iv) be performed with reasonable skill and care to be expected of a company with your expertise and experience working on projects of a similar size, scope and value; and (v) meet any performance dates specified in the Commercial Conditions and if no such date is specified, then performance is required within a reasonable period having regard to the nature of the Services being provided.

14.2 If you fail to complete an Order in accordance with the Contract or the Goods and/or Services prove to be defective within 24 months after the acceptance of the Goods and/or Services is completed or the longer warranty period you undertake or the period required by statutory laws ("Warranty Period", whichever is longer), then, we may, at our discretion, take one or some measures below: (i) reject the Goods (in whole or in part) and return them to you at your own risk and expense, and you shall refund the corresponding purchase price and pay us the liquidated damages in the amount of thirty percent (30%) of such purchase price; (ii) require you as soon as reasonably practicable to either repair or replace the Goods at the site of delivery or at your premises, whichever we shall so determine, or to refund to us any amounts paid in respect of any Goods which do not correspond with the Contract (and repaired or replacement Goods shall themselves be subject to the obligations in the Contract); (iii) in the case of incorrect delivery, require you to promptly reimburse us in respect of any cost (including but not limited to freight, clearance, duty and storage charges etc.) incurred by us, and re-deliver the Goods within a reasonable period of time specified by us, and pay us a late fee for the time period delayed at a rate of zero point five percent (0.5%) of the price of the Goods concerned per day, until we receive and accept the re-delivered Goods; (iv) reject the Goods or suspend performance of the Services and obtain substitute Goods and/or Services from another supplier and recover from you any costs and expenses reasonably incurred by us in obtaining such substitute Goods and/or Services; (v) require you to repeat performance of the Services at your expense; and/or (v) claim damages for any costs, losses or expenses incurred by us which are in any way attributable to your failure to carry out your obligations under the Contract.

14.3 Without prejudice to any other remedy available to us under these Conditions or at law, you shall indemnify us and our Affiliates against all liabilities, actions, proceedings, damages, costs, claims, demands, expenses and losses whatsoever suffered by us arising out of (i) any claim made against us or our Affiliates for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods or the performance of the Services, (ii) loss of life, personal injury or damage to property arising out of or in connection with any error or omission in relation to the Services and/or caused by you whilst on our or our Affiliate's site and/or or any defect in the Goods, or performance of Services or defect therein. Any such obligation shall survive expiry or termination of the Contract.

15. FORCE MAJEURE:

Neither party shall be liable to the other for any default, delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure**"), provided that you shall use all reasonable endeavours to minimise the effects of Force Majeure and to resume performance of the Contract. If any events or circumstances prevent you from carrying out any of your obligations under the Contract for a continuous period of more than five days, we may terminate the Contract (in whole or in part) immediately by giving written notice to you. Shortage of labour, materials or utilities, breakdown of machinery or delays by subcontractors,

shall not by themselves constitute Force Majeure unless they are caused by circumstances which are circumstances within the above meaning of Force Majeure.

16. INSURANCE:

16.1 In addition to the requirements under condition 4.1, you shall at your own cost maintain during the term of the Contract and the Warranty Period as referred to in condition 14.2 such insurance (with a reputable insurance company) as is appropriate to provide for the obligations and liabilities under the Contract arising from the delivery of the Goods and/or performance of the Services. Such insurance shall:

- (a) include insurance for the Goods: (i) for an amount as specified by us in the Commercial Conditions, or in the absence of such a specification, an amount equal to the replacement cost for the Goods, and (ii) against all risks, including theft, pilferage and non-delivery for any reason from the point of production to the point of delivery; and
- (b) limits of cover which prudent business of a similar size to you working in your industry would obtain, and which is in any event not less than the following limits set out in this condition 16.1(b) for any claim or series of claims arising out of a single event during such period: professional indemnity insurance - GBP 1,000,000; product liability insurance - GBP 1,000,000; public liability insurance - GBP 1,000,000; third party motor liability insurance – such sum as is required by law in the relevant jurisdiction; and employer's liability and workers compensation insurance – such sum as is required by law in the relevant jurisdiction, to cover liabilities that may arise under or in connection with the Contract.

16.2 You shall on request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

16.3 Any limitation, monetary or otherwise in such insurance policy referred to in condition 16.1 above shall not be construed as a limitation on your liability and you shall remain liable in full for any matters and to any extent not covered by the policy.

17. TERMINATION:

17.1 Without prejudice to any other right or remedy available, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party (i) commits a material breach (or a series of persistent minor breaches which, when taken together, amount to a material breach) of this Contract that is incapable of remedy or, if capable of remedy, has not been remedied within 20 days from having been provided with reasonable details by the other party of such breach; or (ii) becomes insolvent or is not able to pay its debts, passes a resolution for winding-up its business, or a court makes an order to wind up the business (in either case other than for the purposes of a solvent reorganisation), has a receiver, manager or administrator appointed over all or any of its assets or makes any arrangement with or for the benefit of its creditors.

17.2 We (without prejudice to our other rights) shall be entitled to immediately terminate the Contract at any time for convenience by giving written notice to you and shall have no further liability to you other than the payment of a reasonable sum to you for any work already completed (provided that you have taken steps to minimise costs).

17.3 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry. Conditions which expressly or by implication survive expiry or termination of the Contract shall continue in full force and effect.

18. COMPLIANCE WITH LAWS and ESG EXPECTATIONS:

18.1 You warrant and represent that you shall not directly or indirectly, offer, pay, promise to pay or authorise the payment of, any monies or financial or other benefit to any person for the purpose of obtaining an improper advantage, or otherwise conduct yourself in a manner contrary to any anti-corruption laws and in particular (but without prejudice to the generality of the foregoing) the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, PRC Criminal Law, PRC Anti-Unfair Competition Law or any other applicable anti-bribery law ("**Anti-Bribery Laws**").

18.2 You warrant and represent that you shall comply with all applicable taxation, anti-money laundering and financial crime laws, regulations and rules ("**Financial Crime Laws**"), and (i) the Goods and/or Services do not constitute the proceeds of crime under any applicable Financial Crime Laws, and are not derived from conflict, terrorism or money laundering sources, and that any consideration paid by us for the purchase of Goods and/or Services will be used for lawful purposes by you; and (ii) you shall not commit an offence of cheating the public revenue or an offence consisting of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax by you or any other person.

18.3 You acknowledge that the Goods and/or Services may be subject to export control and trade sanction laws, regulations, rules and licences ("**Export Control and Trade Sanctions Rules**") and agree to comply with the Export Control and Trade Sanctions Rules.

18.4 You warrant and represent that you are fully aware of and shall comply with all applicable (i) anti-slavery and human trafficking laws statutes, regulations and codes from time to time in force, including the UK Modern Slavery Act 2015 ("**Anti-Slavery Laws**"); and (ii) international conventions (including the International Labour Organisation Core Conventions, the United Nations Global Compact and the UN's Guiding Principles on Business and Human Rights) and applicable laws regarding working conditions and labour standards, including but not limited to PRC Labour Law and PRC Labour Contract

Law ("**Labour Laws**") and that you have in place robust and reasonable internal procedures to ensure that you and your personnel comply with Anti-Slavery and Labour Laws.

18.5 You warrant and represent that the Goods do not contain any conflict minerals as defined in the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and have not been obtained from a source which has financed conflict or terrorism, or which has participated in abuse of Labour Laws or Financial Crime Laws.

18.6 You confirm that you have not taken nor will take directly or indirectly, any action that would cause our officers, directors, employees and/or Affiliates to be in breach or violation of Export Control and Trade Sanction Rules, Anti-Bribery Laws, Financial Crime Laws and/or Anti-Slavery Laws and Labour Laws (collectively "**Compliance Laws**") and shall provide us with such information and/or documentation (including identification documentation) as shall be required by us to comply with such laws.

18.7 You shall comply with all applicable Human Rights laws (meaning internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights, including the UN Universal Declaration of Human Rights, and the principles concerning fundamental rights set out in the International Labour Organisation's Core Conventions, including but not limited to the conventions on child labour, forced labour, non-discrimination, freedom of association and collective bargaining) and respect Human Rights by avoiding infringing on the rights of others and addressing adverse Human Rights impacts with which you are involved. You shall have in place robust and reasonable internal procedures to ensure that you comply with this clause, including but not limited to, implementing due diligence of your supply chain and implementing a process for mitigation of identified Human Rights risks and adequate remediation of adverse Human Rights impacts which you cause or to which you contribute. You shall inform us unsolicited about any identified human rights risks and identified mitigation measures. You shall include in contracts with your direct suppliers Human Rights provisions which are at least as onerous as those set out in this clause.

18.8 You shall use your best endeavours to:

- (a) minimise, monitor and record the environmental impact of your Goods/Services supplied to us;
- (b) minimise the production of waste, promote the reuse and recycling of materials and demonstrate the full traceability of waste;
- (c) record annually and report, upon request by us, your scope 1, 2 and 3 greenhouse gas emissions, water consumption and use of recycled materials.

18.9 You shall read the JM Supplier Code of Conduct and work with us to achieve sustainable business practices directly in your own operations and throughout your supply chain. You agree to cooperate transparently to identify related areas of risk or actual adverse impacts. Where risks or actual adverse impacts are identified, you will put necessary prevention, mitigation, or remedial plans in place. Upon request you shall complete a third-party questionnaire in relation to sustainability targets and your compliance with the JM Supplier Code of Conduct. Lack of cooperation, failure to address violations and/or non-timely implementation of necessary corrective action plans may result in a reduction in business and, ultimately, an end to the business relationship with us.

18.10 You shall implement full and robust due diligence and monitoring procedures for your suppliers, to ensure your suppliers are compliant with Compliance Laws. You agree to ensure that all persons associated with you in connection to the Contract comply with this condition 18.

18.11 In circumstances where we determine, in good faith, that you have breached this condition 18 we will be entitled, in addition to our other rights, to terminate the Contract with you by giving written notice with immediate effect.

18.12 You shall protect, indemnify and hold us and our Affiliates harmless from any fines, damages, costs, losses, liabilities, fees and penalties incurred by us as a result of your errors, failures or omissions to comply with conditions 18.1 to 18.10 and/or any termination pursuant to conditions 18.1 to 18.10.

18.13 This condition 18 shall survive the expiry or termination of the Contract.

19. DATA PROTECTION:

19.1 For the purposes of this condition 19, Data Protection Laws means all data protection laws, regulatory requirements, guidance and codes of practice, including Regulation (EU) 2016/679 ("**GDPR**"), UK General Data Protection Regulation ("**UK GDPR**"), the Privacy and Electronic Communications (EC Directive) Regulations 2003 ("**PECR**") and the Data Protection Act 2018, PRC laws, regulations and national standards on data protection, and other laws and regulations as applicable and as amended and/or replaced from time to time, and the terms Controller, Data Processor, Personal Data and Processed shall have the definitions given to such terms in the GDPR.

19.2 Unless condition 19.3 below applies, or otherwise explicitly agreed in writing between the parties, you shall be deemed to be a Controller in respect of any Personal Data processed by you in connection with the Contract. You shall comply with the requirements of the Data Protection Laws applicable to Controllers in connection with the Contract and shall not knowingly do anything or permit anything to be done which might lead to a breach by the other party of the Data Protection Laws.

19.3 If you are acting as a Processor, you agree that the provisions set out in Appendix A shall govern the processing.

19.4 If you are transferring Personal Data internationally outside of China, you must obtain prior permission from us. Where directed you must enter into the 'Standard Contract for Outbound Cross-border Transfer of Personal Information' as defined by PRC PIPL.

20. GOVERNMENT CONTRACTS:

Where the Goods and/or Services are to be used in carrying out, or in connection with, a government contract or sub-contract, the Contract shall be subject to any special conditions stipulated by the government department concerned and to these Conditions (so far as they are not inconsistent with such special conditions). Details of such special conditions will be supplied on request and referred to in the Commercial Conditions where applicable.

21. NOTICES:

All notices required or allowed under the Contract need to be made in writing and sent to such addresses of relevant party as stipulated in the Contract. The notices shall be made by one or multiple of the below methods, at our request: (1) by certified mails requiring an acknowledgement receipt, or by reputable local overnight express delivery service with delivery fee prepaid, which shall be deemed to have been received by the party concerned on the date of acknowledgement receipt or on the 4th day after the date of sending, whichever is earlier; (2) by hand delivery, and notices shall be deemed to have been delivered by the party concerned on the date of receiving; (3) by Email, and notices shall be deemed to have been delivered by the party concerned on the date of sending. Either party may notify the other party through the foregoing way in order to change its contact address for future notices.

22. NON-ASSIGNMENT:

You may not assign, novate or otherwise transfer the Contract or any of your rights or obligations under the Contract, in whole or in part, without our prior written consent.

23. VALIDITY:

If any provision, or part of a provision, of the Contract is found by any court or authority of competent jurisdiction to be illegal, invalid, or unenforceable, that provision or part-provision shall be deemed not to form part of the Contract and the legality, validity or enforceability of the remainder of the provisions of the Contract shall not be affected, unless otherwise required by operation of applicable law and the parties shall use reasonable endeavours to agree within a reasonable time on a full and reasonable variations to the Contract which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question and with no fundamental change to the bargain between the parties.

24. THIRD PARTY RIGHTS:

Your obligations under this Contract (including all representations, warranties and undertakings) are given for our benefit and for the benefit of each of our Affiliates. Any costs, expenses or losses suffered or incurred by any of our Affiliates under or in connection with the Contract will be deemed to have been suffered or incurred by us and we shall be entitled to recover such costs, expenses or losses from you as if we had suffered such costs, expenses or losses (provided that there is no double recovery of the same). Where any applicable law would prevent any such costs, expenses or losses incurred by any of our Affiliates being fully recovered in accordance with the previous sentence, the applicable Affiliate may enforce the benefits conferred on it under the Contract in order to recover such costs, expenses or losses itself. The consent of a person who is not a party to this Contract is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of this Contract or any one or more conditions of it. Except as set out in this condition 24 a person who is not a party to this Contract may not enforce any of its provisions.

25. WAIVER:

No failure or delay to exercise any right or remedy under the Contract or by law shall constitute a waiver of, or in any way prejudice, that or any other right or remedy under the Contract or at law.

26. NO PARTNERSHIP OR AGENCY:

Nothing in the Contract is intended to, or shall be deemed to, establish or constitute any partnership or joint venture between any of the parties, create a relationship of principal and agent for any purpose between the parties or authorise either party to make or enter into any commitments for or on behalf of the other party.

27. TRANSLATION:

If the Contract is translated into any other language and/or a bilingual version is used, the English language version shall prevail, as available at www.matthey.com.

28. ENTIRE AGREEMENT

28.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all agreements, arrangements, promises, undertakings, proposals, warranties, representations and understandings between them at any time before their respective signature ("**Pre-Contractual Statements**"), whether written or oral, relating to its subject matter.

28.2 Each party acknowledges that in entering into this Contract it does not rely on any Pre-Contractual Statement made by or on behalf of the other party (whether made innocently or negligently) in relation to the subject matter of this Contract, other than those which are set out expressly in this Contract.

28.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on, and hereby waives all rights and remedies which might otherwise be available to it in relation to, any Pre-Contractual Statement.

28.4 Nothing in this condition 28 shall limit or exclude the liability of either party arising out of any pre-contractual fraudulent misrepresentation or fraudulent concealment.

29. LAW AND JURISDICTION:

The construction, validity and performance of the Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of the People's Republic of China (for the purpose of the Contract, excluding Hong Kong SAR, Macau SAR and Taiwan region) and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of People's Republic of China, however nothing in these Conditions shall prevent a party from applying to any court of competent jurisdiction for interim relief and/or conservatory measures.

APPENDIX A: DATA PROCESSOR CLAUSES

- 1.1 In this Appendix A, “**Data Protection Legislation**” shall mean (EU) 2016/679 (GDPR) and any amendment or replacement to it (including any corresponding or equivalent national law or regulation which implements it; (ii) other applicable legislation of the European Union (EU); (iii) the Data Protection Act 2018; (iv) PRC laws, regulations and national standards on data protection; (v) to the extent applicable, the data protection or privacy laws of any other country; and (vi) any binding guidance or code of practice issued by a competent authority responsible for supervising compliance with applicable Data Protection Legislation.
- 1.2 To the extent that any Personal Data is Processed by you under this Agreement, you shall be a Data Processor acting on our behalf as described in the record of processing below.
- 1.3 You shall, in connection with the Contract:
 - 1.3.1 comply at all times with the Data Protection Legislation and shall not perform your obligations under this Agreement in such a way as to cause us to breach any of our applicable obligations under the Data Protection Legislation;
 - 1.3.2 only process Personal Data to the extent, and in such a manner, as is necessary for the performance of your obligations under this Agreement, as further set out in the record of processing below and in accordance with any instructions from us and shall not disclose the same to any third party;
 - 1.3.3 implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - 1.3.4 take reasonable steps to ensure the reliability and trustworthiness of employees or agents which have access to Personal Data and ensure that they are have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 1.3.5 not Process or transfer any Personal Data in or to any country outside the People's Republic of China without our prior written consent;
 - 1.3.6 co-operate as requested by us to enable us to comply with your obligations under the Data Protection Legislation, including with respect to any exercise of rights by a Data Subject under the Data Protection Legislation;
 - 1.3.7 not engage another processor without the prior consent of the controller;
 - 1.3.8 deletes or returns (at our option) all the personal data after the end of the provision of Services, and delete any existing copies thereof; and
 - 1.3.9 makes available to us all information necessary to demonstrate compliance with the obligations laid down in this clause 1.3 and allow for and contribute to audits, including inspections, conducted by us or another auditor mandated by us.
- 1.4 You shall notify us immediately (and in any event within twenty-four (24) hours) after becoming aware of, or suspecting the occurrence of, any loss or corruption of Personal Data or data security breach relating to Personal Data.
- 1.5 You will indemnify us from and against any costs, losses, damages, proceedings, claims, expenses, demands, penalties or fines incurred or suffered by us which arise as a result of or in connection with any breach of your obligations under this Contract or the Data Protection Legislation.
- 1.6 Record of processing table as referred to above:

Subject matter and duration of Processing of personal data under this Statement of Work/Purchase Order	
Nature and purpose of the Processing of personal data	
Types of personal data to be processed	
Special categories of personal data to be processed	
Categories of data subject to whom the personal data relates	
Approved sub-processors	