

## General Terms and Conditions for Services and Works 服務與工作通用條款

BSH Home Appliances Limited and the supplier of the items described herein shall be referred to as Ordering Party and the Supplier respectively.  
博西華家用電器有限公司及此處所述物品的供應商分別稱為訂購方和供應商。

### 1. General/Form of legally binding declarations 通用/具有法律約束力的聲明

1.1 These General Terms and Conditions ("GTCs") shall apply exclusively to natural persons or legal entities that provide the service in the course of pursuing their commercial or independent professional activities.

本通用條款（以下稱“通用條款”）專用於從事商業或獨立專業活動的提供服務的自然人和法人主體。

1.2 Different terms and conditions of the Supplier shall only apply if and to the extent expressly acknowledged by the Ordering Party in writing. The Ordering Party's silence regarding such different terms and conditions shall not be deemed in particular to be acknowledgement or consent, and this shall also apply to future contracts.

供應商不同的條款和條件僅在且僅限於訂購方書面明確表示確認的範圍內適用。訂購方就該等不同條款和條件的緘默不構成對其的特別確認或同意，本約定同樣適用於未來的合同。

1.3 These GTCs shall apply in place of any terms and conditions, especially general terms and conditions of the Supplier, also where such terms and conditions stipulate that a purchase order or call-up is deemed to be the unconditional recognition of the general terms and conditions, or the Ordering Party orders/calls up, after the Supplier has referred to the validity of its general terms and conditions, unless the Ordering Party has expressly waived the validity of these GTCs. By accepting the order confirmation, the Supplier expressly acknowledges that it waives its legal objection derived from its general terms and conditions or other conditions of the Supplier. Legally binding declarations by the Ordering Party within the scope of the contractual relationship shall only be valid when given in writing unless text form is sufficient according to these GTCs. This shall not affect the precedence of an individual agreement in any form.

在供應商提及其通用條款的有效性後，該等通用條款應替代供應商的任何條款的適用，尤其是供應商的通用條款，以及那些規定“採購訂單或提議視為對通用條款的無條件的認可”的條款，或者訂購方的訂單或提議，除非訂購方已經明確放棄該等通用條款的有效性。一旦接受訂單確認，供應商清楚地確認其已放棄源於其通用條款或供應商其他條件的合法異議。訂購方在合同關係範圍內具有法律約束力的聲明僅在書面形式下有效，除非根據本通用條款文字形式已足夠。本約定不影響任何形式的單項協議的優先效力。

### 2. Purchase orders 購單

2.1 Purchase orders in the form of signed quotation, contract or purchase order and their amendments/modifications shall only be valid when given in writing. The conveyance of purchase orders and call-ups via remote data transmission and EDP printouts shall be valid without signature.

以簽署的報價單，合同或採購訂單的形式採購訂單，及其修正/修改僅在書面有效。通過遠程數據傳輸和電子數據處理打印輸出而傳遞的採購訂單和提議，沒有簽名仍屬有效。

2.2 If the Supplier fails to accept the purchase order within 5 calendar days of receipt, the Ordering Party can revoke it. Purchase orders shall be deemed accepted if the Supplier does not contradict them in writing or text form within 3 calendar days, if the Ordering Party has expressly indicated this legal consequence in the purchase order/call-up.

如供應商未能在收到採購訂單後 5 個日曆日內接受，訂購方可撤回訂單。如果訂購方在採購訂單或提議中明確指出了該法律後果，那麼當供應商未能在 3 個日曆日內以書面或文字形式提出反對，視為供應商已接受採購訂單。

### 3. Implementation of contractual relationship 合同關係的實施

3.1 The Supplier shall provide its services in its own name and for its own account as independent entrepreneur. The Supplier shall not

be authorised to represent the Ordering Party in legal transactions. The Supplier is not a representative of the Ordering Party.

供應商作為獨立的公司主體應當以其自身名義並使用其自己的賬戶向訂購方提供服務。供應商不得被授權在法律事務中代理訂購方。供應商不構成訂購方的代表。

3.2 In performing its activities, the Supplier shall not be subject to the instructions of the Ordering Party and its employees. An employment relationship between the parties shall not be created.

在履行過程中，供應商不受訂購方和其僱員之間的指令影響。雙方之間不構成任何僱傭關係。

3.3 Unless otherwise required by the Ordering Party, the Supplier itself shall freely determine the days, time management on these days and the place of providing its service. This shall not affect the Supplier's obligation to fulfil the agreed services according to the contract.

除非訂購方另行提出要求，供應商可自由決定其提供服務期間的時間安排，以及提供服務的地點。時間和地點的安排不應影響供應商根據合同約定提供服務的義務。

3.4 The Supplier can commission third parties to provide the service unless the Supplier's personal provision of the service was agreed. This shall not apply if there is good cause to exclude a third party commissioned. Such good cause shall exist in particular if the third parties commissioned by the Supplier lack the required qualifications and professional experience necessary to fulfil the tasks according to the contract or the requirements for the commissioning of third parties under data protection law do not exist.

供應商可以委託第三方提供服務除非已就供應商親自提供服務達成一致。本條不適用於有合理理由排除第三方委託的情形。本條所稱的合理理由是指供應商委託的第三方缺乏根據合同履行任務所需的資格和專業經驗或根據數據保護法對第三方的委託要求並不存在。

3.5 If the Supplier provides services relevant for safety, the Supplier shall undertake a corresponding risk assessment. Work equipment used or facilities requiring special supervision must be subjected to the required examinations. If hazardous substances are handled, the corresponding safety data sheets must be taken along while the service is being provided.

如供應商提供的服務涉及安全性，供應商應承擔相應的風險評估的費用。使用的工作設備或需要特別監管的設施必須經過相關測試。當有害物質被處理時，供應商應在提供服務的同時附上相應的安全數據表。

3.6 If documents for the use of the service covered by the contract are required, the Supplier shall deliver them to the Ordering Party, even if this is not expressly agreed.

合同項下使用服務所需的文件應同時交付給訂購方，即使沒有明確約定。

### 4. Change request / Additional expenses 變更需求/額外的費用

4.1 The Ordering Party shall have the right, also after conclusion of the contract, to request changes to the delivery item and/or object of the service according to the regulations set forth below if the deviations, when considered objectively, taking into account the Supplier's business and its know-how and order book, can be reasonably expected of the Supplier technically and logistically. The Supplier shall review the Ordering Party's change request without delay and notify the Ordering Party immediately in writing of its effect on the contract framework. This notification duty shall include a declaration as to whether the desired changes are at all feasible technically and/or logistically and expedient and a declaration concerning the effects of the change requests on the contract framework agreed up to that time such as the concept, periods, deadlines, acceptance modalities and remuneration in the form of a quotation. The Ordering Party shall then give the Supplier a decision immediately on the implementation of the changes.

在合同訂立後，如訂購方對供應商的業務情況及訂單上的專有技術客觀地考量後合理的預見供應商的技術和運籌與約定存在偏差的，訂購方應當有權按照下述規定要求改變服務的交付項目和/或對象。供應商應立即審查訂購方的變更請求，並立即以書面形式通知訂購方其對合同框架的影響。該通知義務應包括關於所需變更在技術及運籌上是否可行的聲明，如概念，期限，截止日期，接受方式和報價形式的報酬。訂購方收到上述聲明後應當立即通知供應商關於是否執行變更事項的最終決定。

- 4.2** In the case of a positive decision and agreement on the changes to the contract terms and conditions, the change to the purchase order shall become an integral part of the contract.

當雙方決定變更合同條款和條件並達成一致時，採購訂單的變更將構成合同不可分割的部分。

- 4.3** Where change requests by the Ordering Party in terms of the object of the order or the implementation of the order are technically and economically insignificant for the Supplier, the Supplier cannot request a change to the contract terms and conditions.

如果訂購方就訂單目標或訂單執行方面的變更請求對供應商而言在技術上和經濟上都是微不足道的，供應商不得要求變更合同的條款和條件。

- 4.4** Additional expenses shall only be reimbursed and additional remuneration only paid if the payment was expressly agreed. This shall not affect the precedence of an individual agreement in any form.

僅在雙方明確同意時，訂購方才需支付額外的費用和額外的報酬。本條款在任何形式下不影響個別協議的優先順序。

## **5. Acceptance of works** **工作的驗收**

- 5.1** The Supplier shall deliver the works on the agreed date of delivery according to the agreed requirements. If a delivery date is not agreed, the works shall be accepted after their completion.

供應商應依據約定要求的日期交付工作。如交付日期未明確約定，驗收應在工作完成後進行。

- 5.2** Once provided by the Supplier, the works shall be subjected to an acceptance test. After completion of the acceptance test, the Ordering Party shall declare acceptance of the work performance is free of defects.

供應商提交工作後，應當進行驗收測試。驗收測試完成後，訂購方應聲明工作的驗收沒有缺陷。

- 5.3** Fictitious acceptance is expressly excluded. Acceptance must be given in writing, by email or fax except in the event that the Ordering Party uses the works delivered for the intended purpose outside the agreed test processes and/or test procedures for longer than 14 calendar days.

虛擬的驗收應明確被排除。驗收結果應通過電子郵件或傳真以書面形式進行，除非訂購方在未進行測試程序時已經就合同目的使用相關交付的工作成果超過 14 個日曆日的。

## **6. Remuneration** **報酬**

- 6.1** As remuneration for its services and for the rights granted and/or assigned to the Ordering Party according to section 10 below, the Ordering Party shall pay the Supplier the agreed amount after the services have been provided correctly and within the prescribed time.

訂購方應支付下述第 10 條約定的服務及權利轉讓的報酬，該等報酬應在相應服務在規定時間內正確提供後支付給供應商。

- 6.2** The agreed remuneration shall cover all the services to be provided by the Supplier and other expenses connected therewith unless otherwise agreed.

除非另有約定，合同約定的報酬應當涵蓋供應商提供的全部服務和由此產生的費用。

- 6.3** Travel expenses shall only be reimbursed if otherwise agreed in writing. They shall only be reimbursed when duly invoiced and copies of supporting documents are submitted. Exceptions to this shall require the prior written consent of the Ordering Party.

差旅費費用只有在另有書面約定的情況下才能報銷。報銷必須提交正式發票及證明文件副本。此條款的例外情況應事先徵得訂購方的書面同意。

## **7. Invoices and payments** **發票與付款**

- 7.1** Payments shall be made, unless otherwise agreed, net without deduction of cash discount. The term of payment is 30 days and shall begin as soon as the delivery or service is provided in full (and, in the case of works, was accepted by the Ordering Party) and the duly issued invoice has been received by the Ordering Party.

除非另有約定，否則應按無現金折扣的淨值支付。付款期限為 30 天，付款期限由自交付或服務完全履行後（工程結構在訂購方接收後）且訂購方收到正式簽發的發票後起算。

- 7.2** An invoice shall only be deemed duly issued if it states the Ordering Party's purchase order number.

發票只有在說明訂購方的採購訂單編號時才被視為已正式簽發。

- 7.3** Payments shall not constitute any acknowledgement by the Ordering Party that the services comply with the contract.

付款不構成訂購方確認服務符合合同的任何要求。

- 7.4** The Supplier shall be responsible itself for the correct payment of taxes on all payments made by the Ordering Party.

供應商應自行負責對訂購方支付的所有款項所產生之正確繳稅。

## **8. Default** **拖延**

- 8.1** The timeliness of the service shall depend on the agreed date of the service. If services are subject to acceptance, therefore the works capable of acceptance being offered to the Ordering Party for the purpose of carrying out acceptance is decisive.

服務的合時取決於商定的服務日期。當服務需要驗收時，供應商應將等待驗收的工作提供給訂購方以備驗收。

- 8.2** Where a delay in the services or parts thereof resp. supplementary performance is evident, the Ordering Party must be notified immediately in writing or text form and any remedial measures by the Supplier must be described in detail.

當服務或補充履行發生明顯遲延時，供應商應當立即以書面方式通知訂購方且須對採取的任何補救措施進行詳細的描述。

## **9. Non-performance or defective performance/defects/limitation period** **不履行或有瑕疵的履行/缺陷/限制期**

- 9.1** In the event of non-performance or defective performance and/or a defective service ("defect"), the Supplier shall, at the Ordering Party's option, at its own expense within a reasonable period either remedy the defect or provide its services again free of defects. If the Supplier fails to remedy the defect within a reasonable additional period or fails to provide the services again free of defects, the Ordering Party can rescind the contract or reduce the remuneration appropriately or remedy the defect or have it remedied at the Supplier's expense and request damages instead of performance.

如果服務不履行或履行有缺陷和/或服務有缺陷（“缺陷”），供應商應根據訂購方的選擇在合理期限內自行承擔費用彌補缺陷或重新提供無缺陷的服務。如供應商未能在合理的補充時間內彌補缺陷或重新提供無缺陷的服務的，訂購方有權解除合同或適當減少合同價款或自行彌補缺陷，但費用由供應商承擔並向供應商要求賠償而不是履行。

- 9.2** The Ordering Party reserves the right to assert other statutory warranty claims and other damage claims.

訂購方保留主張其他法定保養索賠和其他損害索賠的權利。

- 9.3** In the case of works claims against the Supplier based on defects shall become statute-barred 36 months as of acceptance.

對於工作缺陷的損害向供應商提出的索賠時效應為 36 個月，自驗收之日起算。

- 9.4** Warranty claims and other damage claims by the Ordering Party shall in addition be determined by statutory provisions.

訂購方提出的保養索賠和其他損害賠償的權利應由其他條款補充規定。

## 10. Work results, inventions, property rights and copyrights 工作成果，發明，產權和版權

10.1 The Supplier warrants that the services provided under the contract are free of third-party rights. The Supplier shall indemnify the Ordering Party in particular against third-party claims for infringement of rights.

供應商保證其提供的服務均不涉及第三方權利。供應商應就第三方對於侵權的索賠向訂購方進行相應賠償。

10.2 The Supplier shall deliver all work results to be provided according to the order to the Ordering Party.

供應商應根據訂單向訂購方交付所有工作成果。

10.3 "Work results" are all results and findings including protectable results which are realised when the Supplier and/or a third party commissioned by the Supplier provides the ordered services, in particular the works, intermediate and/or by-product results, objects, concepts, graphics, sketches, reports, documents, software and their source code to be created.

“工作成果”是訂購方委託供應商及/或第三方提供服務的所有的成果和發現，包括保護的成果，特別是工程，中間和/或副產品結果，對象，概念，圖形，草圖，報告，文檔，軟件和它們的源代碼。

10.4 The Supplier undertakes to give notification of these work results in the form requested by the Ordering Party in writing or text form immediately after their creation. The work results shall become the property of the Ordering Party, if possible, upon their creation and in their respective processing condition. The Supplier shall hold the work results in safe custody on behalf of the Ordering Party until their delivery.

供應商承諾在工作成果創立後立即以書面形式或文本形式，以訂購方要求的形式通知這些工作成果。如果可能，工作成果應成為訂購方在其創建和各自處理條件下的財產。供應商應代表訂購方將工作成果妥善保管，直至交付為止。

10.5 The Ordering Party shall also be entitled to the irrevocable, exclusive right, which can be transferred and sub-licensed, without restriction in time, space and content, to use the work results itself or have them used in any way by third parties, to reproduce, modify and also to publish or exploit them in a form processed by it. If it is impossible by law to grant title to them, the Supplier shall ensure that the Ordering Party is granted a right of use in writing to the extent prescribed.

訂購方還有權獲得不可撤銷的專有權，該權利可以在不受時間，空間和內容限制的情況下轉讓和授權給第三方，以使用工作成果本身或由第三方以任何方式使用，複製，修改以及以其處理的形式發布或利用它們。如在法律上無法獲得所有權，供應商應書面保證訂購方有權在規定的程度內使用工作成果。

10.6 All rights to the work results granted and assigned by the Supplier to the Ordering Party within the scope of this contract and rights resulting therefrom, including property rights which may be based on these rights, shall be covered by the remuneration due under the contract. The Supplier shall ensure, unless otherwise agreed in an individual case, that the author waives its right to be named within the scope of the work results realised.

合同項下的報酬應涵蓋供應商向訂購方交付合同項下的工作成果的全部權利包括基於這些權利產生的知識產權。除非另有約定外，供應商應保證作者放棄在所實現的工作成果範圍內被命名的權利。

10.7 The Supplier shall not assert any rights arising from the laws of intellectual properties against the Ordering Party. The Supplier shall also ensure this with respect to its employees and third parties commissioned by it.

供應商不得就知識產權對訂購方主張任何產生的權利。供應商還應對其委託的員工和第三方確保這一點。

## 11. Open Source Software 開源軟件

11.1 The Supplier undertakes that its service includes only Free and Open Source Software, the use thereof having been previously released in writing by the Ordering Party.

供應商承諾其服務僅包括免費和開源軟件，其使用先前已由訂購方以書面形式發布。

11.2 "Free and Open Source Software" ("FOSS") is software provided by the right holder to any users royalty-free with the right to process and/or disseminate on the basis of a licence or other contractual arrangement.

“免費開源軟件”(“FOSS”)是由權利持有者向任何用戶免費提供的軟件，有權根據許可證或其他合同安排處理和/或傳播。

11.3 If the Supplier uses released FOSS, the Supplier shall be obliged, irrespective of its obligation to comply with the terms of the licence, to provide the Ordering Party with a list of all FOSS components used, indicating the licence respectively to be used, a copy of the full licence text and the existing copyright information and copyright notices, and to make available the corresponding source code of the FOSS components.

如果供應商使用已經發布的 FOSS，供應商有義務（不考慮其遵守許可條款的義務）向訂購方提供所有使用的自由開源軟件組件的清單並指出所使用的許可，提供一份完整許可文本的副本及版權信息和版權聲明，並提供 FOSS 組件相關源代碼。

## 12. Business liability insurance 商業責任保險

The Supplier undertakes for the duration of the contractual relationship to conclude an appropriate business liability insurance and to maintain this for at least 5 years after the contract ends.

供應商承諾在合同關係存續期間，購買合適的商業責任保險，且至少持續至合同終止後 5 年。

## 13. Documents, provision of objects, material 文件，提供物品，材料

13.1 Documents and/or objects provided shall remain the property of the Ordering Party and shall be stored separately free of charge, must be marked and managed as the Ordering Party's property. The supply or provision of information shall not constitute any transfer of intellectual property. Its use shall only be admissible for orders of the Ordering Party. In the event of a negligent reduction in value or loss, the Supplier shall provide compensation.

訂購方提供的文件和/或對象應為訂購方的財產，且應被免費單獨予以保存，保存及管理時需註明訂購方財產。信息的提供不構成任何形式的知識產權的轉讓也僅能用於執行訂購方的訂單。如因疏忽發生價值的損失和減少，供應商應作出賠償訂購方提供的文件和/或物品應為訂購方的財產，且應免費單獨予以保存，保存及管理時需註明訂購方財產。信息的提供不構成任何形式的知識產權的轉讓，也僅能用於執行訂購方的訂單。如因疏忽發生價值的損失和減少，供應商應作出賠償。

13.2 If the Ordering Party supplies the Supplier with material or parts free of charge or subject to a charge, the Ordering Party shall retain title to them (goods subject to retention of title). Processing or conversion shall be performed by the Supplier on behalf of the Ordering Party. If goods subject to retention of title are processed with other goods that do not belong to the Ordering Party, the Ordering Party shall acquire co-ownership in the new article in the ratio of the gross value of its supplied article (purchase price plus VAT, if any) to the other processed objects at the time of processing. Section 13.1 shall apply accordingly.

如果訂購方向供應商免費提供材料或零件或收取費用，訂購方應保留其所有權（保留所有權的貨物）。供應商應代表訂購方進行處理或轉換。如果保留所有權的貨物與其他不屬於訂購方的貨物一起處理，則訂購方應當就其提供材料和部件的價值的比例取得新的產品的共同所有權（採購價格加增值稅，如有）。第 13.1 節應相應適用。

## 14. Nondisclosure, return of documents 保密，退回文件

14.1 The Supplier shall treat the conclusion and results of the contract, business transactions and the know-how and experience in providing the services acquired from and about the Ordering Party or other information ("Information") obtained within the scope of the business relationship as secret with respect to unauthorised third parties as long as and if this has not lawfully entered the public domain unless a legal or official obligation to disclose exists or the Ordering Party has consented in writing to Information being passed on in an

individual case. The Supplier shall use this Information exclusively for the purposes required to provide the services. This obligation of secrecy shall also survive termination of the contractual relationship for a period of 3 years.

只要未合法進入公共領域，供應商應就合同的結論和結果，業務交易以及其為訂購方提供服務而取得和與訂購方相關的專門技術和經驗或其他信息（以下稱“信息”）對未經授權的第三方保密，除非存在披露的法律或行政責任或者在個案中訂購方已書面同意傳遞信息。供應商僅可將該等信息用於提供服務所必須的目的。此保密義務應在合同關係終止後 3 年內存續。

- 14.2** The Supplier undertakes to keep safe all property of the Ordering Party or Affiliated Companies in its possession, in particular keys, files, data stored electronically and other documents relating to the business operations of the Ordering Party or Affiliated Companies in such a way that they cannot fall into the hands of unauthorised third parties. All documents must be delivered to the Ordering Party at any time upon request, at the latest when the contractual relationship ends, without being requested to do so, or destroyed. In the case of data transmitted to the Supplier by the Ordering Party, the Ordering Party shall also have a right against the Supplier for the Supplier to make a declaration to cease and desist with a penalty clause for the benefit of the Ordering Party.

供應商承諾，將訂購方或其關聯公司的所有財產安全保管，尤其是鑰匙，文件，電子存儲的數據和其他與訂購方或其關聯公司商業運營相關的文件，使其不落入未經授權的第三方手中。所有文件必須在任何時候一經要求就交付至訂購方，最遲在合同關係結束時交付至訂購方或銷毀所有文件。在訂購方向供應商傳輸數據的情形下，訂購方有權要求供應商發表附有以訂購方為受益人的違約金條款的終止聲明。

- 14.3** The Supplier shall place a written obligation corresponding to this section 14 upon third parties that it commissions to provide the services in compliance with section 3.4, and shall provide the Ordering Party with proof at its request.

供應商應向其委託第三方提交與本合同第 14 條相對應的書面義務承諾其在提供服務時應遵守第 3.4 條，並在訂購方提出要求時提供相應證據。

**15. Data protection, information security  
數據保護，信息安全**

- 15.1** The Supplier shall take appropriate data protection measures and measures to protect its IT systems against programs with malicious functions (viruses, worms, Trojans) and the access of unauthorised third parties in order to protect information received from the Ordering Party and to protect appropriately the results created for the Ordering Party against loss, modification, transfer or access by unauthorised third parties.

供應商應採取適當的數據保護措施保護其信息技術系統免受惡意功能的攻擊（病毒，蠕蟲，特洛伊木馬）和未經授權的第三方進入系統，以保護從訂購方接收到的信息，並防止其為訂購方創建的成果遭受損失，變更，轉讓或被未授權第三方進入。

- 15.2** If the Supplier has access to personal data when providing the service, the Supplier shall comply with statutory provisions on data protection and allow the Ordering Party to inform itself about compliance with such provisions. The Supplier shall in particular conclude the agreements with the Ordering Party legally required under data protection law. The Supplier shall oblige its employees and freelance employees in writing according to relevant data protection laws.

如果提供服務時，供應商有權使用個人數據，供應商應遵守有關數據保護的法律規定，並允許訂購方通知其遵守這樣的規定。供應商和訂購方應特別訂立的數據保護法律規定的協議。供應商應根據相關的數據保護法書面規定其員工和兼職員工遵守規定。

- 15.3** The Supplier shall place a written obligation corresponding to this section 15 upon third parties that it commissions to provide the services in compliance with section 3.4.

供應商應向其委託第三方提交與本第 15 條相對應的書面義務承諾其在提供服務時應遵守第 3.4 條。

- 15.4** If employees of the Supplier have access to systems of the Ordering Party, the Ordering Party reserves the right to take measures to detect and prevent misuse, if necessary also by inspecting personal data of the employees of the Supplier accessing the systems (e.g.

individual identification, name, contact data). The Supplier shall support the Ordering Party to reasonable extent to implement such measures (in particular to ensure the lawfulness of the use of such data by the Ordering Party)

如果供應商的員工可以進入訂購方的系統，則訂購方保留採取措施檢測和防止濫用的權利，如有必要，還可以檢查訪問系統的供應商員工的個人數據（例如，個人身份識別，姓名，聯繫方式）。供應商應在合理範圍內支持訂購方實施此類措施（特別是確保訂購方使用此類數據的合法性）。

**16. Corporate social responsibility  
企業社會責任**

- 16.1** The Supplier undertakes to comply with the laws of the respectively applicable legal system(s), not to tolerate any form of corruption and bribery, to respect the fundamental rights of its employees and the prohibition of child and forced labour. The Supplier shall furthermore assume responsibility for the health and safety of its employees at the workplace, provide for fair pay and working hours, comply with environmental legislation and use its best efforts to promote and demand compliance with such principles from its own suppliers.

供應商保證遵守其相應適用法律體系的法律，不容忍任何形式的貪污和賄賂，尊重僱員的基本權利，禁止童工和強迫勞動。供應商應進一步承擔僱員在工作場所的健康和安全責任，提供公平的薪酬及工作時間，符合環境立法，盡最大努力促使並要求其自己的供應商遵守該等原則的要求。

**17. Assignment  
權利轉讓**

- 17.1** The Supplier shall have the right to assign the claims and other rights only with the prior written consent of the Ordering Party.

供應商僅在訂購方事先書面同意時有權轉讓其請求權和其他權利。

**18. Place of jurisdiction, applicable law  
管轄地和適用法律**

- 18.1** If the Supplier is a general merchant, any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts of where the Ordering Party located.

如果供應商是一般商人，本合同項下的任何爭議應完全受訂購方所在地的法院專屬管轄。

- 18.2** The contractual relationship is governed exclusively by the law of Hong Kong.

合約關係完全受香港法律管轄。

- 19.** In the event of any discrepancy between English and Chinese versions, the English version prevails.

如果中英文版本有任何差異，以英文版本為準。