



Blue Cube Chemicals (Zhangjiagang) Co., Ltd.*

兰科化工（张家港）有限公司

General Terms and Conditions of Purchase 采购通用条款和条件

§ 1 Scope of Application

第1条 适用范围

(1) The purchases and the acceptance of deliveries and services by the customer shall take place only in accordance with the following terms and conditions. These terms and conditions shall apply with respect to any company, organization, entity, or individual that sells or supplies any product or service to the customer (the "Supplier"). By accepting these terms and conditions without any objections, the Supplier declares its consent to their exclusive applicability for the respective delivery as well as for all subsequent business transactions. The customer does not recognize any terms and conditions, which conflict with or deviate from these terms and conditions, unless the customer has expressly agreed to their applicability in writing. The terms and conditions of the customer shall also apply exclusively if the customer accepts the delivery, regardless of whether the customer is made aware of any conflicting or deviating terms and conditions of the Supplier.

客户仅按照本条款和条件购买和接受交付物和服务。本条款和条件应当适用于向客户出售或供应任何产品或服务的任何公司、机构、实体或个人（“供应商”）。通过无任何异议地接受本条款和条件，供应商声明其同意本条款和条件排他性地适用于各项交付物以及所有后续业务交易。客户不认可任何与本条款和条件相冲突或相偏离的条款和条件，除非客户已书面同意适用该等条款和条件。如果客户接受交付，则客户的条款和条件也应排他性地得以适用，无论客户是否知道供应商的任何相冲突或相偏离的条款和条件。

(2) The customer reserves the right to amend its general terms and conditions for ordering from time to time. The Supplier shall be deemed to have consented to the exclusive applicability of the amended terms and conditions if the Supplier does not object to their applicability in writing within one week of their first receipt thereof and the customer has notified the Supplier that these terms and conditions are amended.

客户保留修改不时修改其采购通用条款和条件的权利。如果客户已通知供应商采购通用条款和条件的修改，供应商在首次收到该等修改后条款和条件后一周内未以书面形式反对修改后条款和条件的适用，则供应商应被视为已同意修改后条款和条件的排他性适用性。

§ 2 Order, Acceptance, Transfer of Orders and Cost Estimate, Confidentiality

第2条 订单、接受、转让订单、费用估算及保密

(1) An order shall be based on the related documentation such as drawings, technical delivery conditions, building regulations, and material specifications, etc. as well as the relevant accident prevention and occupational health and safety regulations. The disclosure of any documents to third parties by the Supplier is only permitted with written consent of the customer.

订单应当以相关文件为依据，诸如图纸、技术交付条件、建筑规定和材料规格等以及相关的事故预防和职业健康和安全规定。供应商只有在客户书面同意的情况下才允许向第三方披露任何文件。

(2) Unless otherwise agreed by the customer in writing, the products or services sold or supplied to the customer shall conform to the performance specifications or information on technical, physical, chemical, mechanical or other characteristics and other contractually agreed in-house or work standards that are specified in the customer's orders or otherwise notified to the Supplier.

除非客户另行书面同意，出售或供应给客户的产品或服务在技术、物理、化学、机械或其他特性上应当符合客户订单中规定的或以其他方式通知供应商的性能规格或信息以及一致同意的其他内部标准或工作标准。

(3) The Supplier shall be obligated to accept and confirm the order within 10 working days from the order date. Any additions, restrictions or other deviations from the order or the associated documentation require the written consent of the customer.

供应商有义务在订单日后 10 个工作日内接受并确认订单。对订单或相关文件任何添加、限制或其他偏离须取得客户的书面同意。

(4) Transferring orders to third parties is only permitted with the customer's prior written consent. Even if such consent is granted, the Supplier shall be liable to the customer for any failure of the third party engaged by the Supplier to fulfill the transferred orders or any breach of these terms and conditions by such third party.

只有经客户事先书面同意才可转让订单给第三方。即使客户同意该等转让，供应商应当就相关的第三方对转让订单的任何未能履行或对本条款和条件的任何违反对客户负责。

(5) Unless otherwise agreed in writing, cost estimates prepared by the Supplier shall be binding and free of charge.

除非双方另行书面同意，供应商编制的费用估算应当具有约束力且应为免费的。

(6) The Supplier shall keep any order and the conclusion of any contract with the customer as well as the contractual terms and conditions confidential. The Supplier may only mention the order as a reference or for advertising purposes with the written consent of the customer.

供应商应当对任何订单、与客户签署的任何合同以及合同条款和条件保密。供应商只能在客户书面同意的前提下作为背景调查或广告的目的而提及订单。

§ 3 Prices, Terms of Payment, Rights of Offset of the Customer

第3条 价格、支付条件、客户的抵销权

(1) The prices specified in the order are fixed prices including packaging plus the statutory value-added tax. Such prices shall not be increased without explicit written consent of the customer.

订单规定的价格为固定价格，包括包装费和法定的增值税。未经客户明确书面同意，该等价格不得上涨。

(2) All invoices must be prepared in duplicate and must always specify the order, article and delivery note number of the Supplier. Invoices are to be issued in the currency of the relevant order.

所有发票应为一式两份且始终须载明订单号、物品和供应商的交货单号码。发票将按相关订单中的币种开具。

(3) At the customer's option, invoices shall be paid either 14 days with a 3% discount on the gross amount invoiced or net 30 days after the customer's receipt of a verifiable invoice on the delivered material or after acceptance of the service rendered including the order documents and certificates requested by the customer. All payments shall be made reserving the rights of the customer resulting from defective delivery. To the extent that notices of defects have already been made on or before the due date of payment, the customer shall be entitled to withhold payments in reasonable amounts. Moreover, the customer shall be entitled to assert rights of offset to the extent permitted by law.

根据客户的选择，发票应在总额发票出具之后的 14 日内扣减 3% 后予以支付，或在客户收到关于已交付的物品的可核实的发票之后或接受提供的服务符合客户要求的订单文件以及其他证照以后的净 30 日内支付。所有付款不影响客户因缺陷履行而产生的权利。如果在付款到期日之前已经发出了缺陷通

知，客户有权从付款中预扣合理的金额。此外，客户有权在法律允许的范围内主张抵销权。

§ 4 Assignment, Rights of Offset and Retention of the Supplier

第4条 转让、供应商抵销权和保留

(1) The assignment of the Supplier's receivables under the contract to third parties shall only be permitted with the written consent of the customer. The Supplier hereby undertakes not to engage any third party for the collection of any receivables from the customer except in the course of dispute resolution in accordance with Section 15 hereof.

供应商在本合同项下的应收款只有在客户书面同意的前提下才能转让给第三方。供应商在此承诺，除非在本合同第 15 条规定的争议解决的过程中，不聘请任何第三方为客户催索任何应收款。

(2) Offsetting against claims of the customer resulting from the business relationship shall only be permitted if the Supplier's claims have been determined to be legally binding by a court or have been explicitly acknowledged in writing by the customer.

供应商针对客户的因业务关系而产生的索赔，只有在已由法院作出法定的、有约束力的判决或已由客户以书面形式明确承认的情况下才允许抵销客户的索赔。

(3) Unless otherwise agreed by the customer in writing, the ownership of the products sold or supplied by the Supplier shall be transferred to the customer upon the delivery of such products at the destination specified in the applicable order.

除非客户另行书面同意，否则供应商出售或供应的产品的所有权应在该等产品交付至适用订单中指定的目的地时转移给客户。

§ 5 Serial Delivery, Sale by Sample

第5条 分批交付、样品买卖

(1) The delivery of a series may not be commenced until the customer has accepted the initial sample in writing. In this case as well in other cases in which the placing of an order, delivery, etc. depends on the approval of a sample, the products or services sold or supplied by the Supplier shall conform to such sample. To the extent that the characteristics (e.g. dimensions) of the ordered parts or services have been specified in the documents of the customer or in other regulations, the Supplier shall provide notice in advance of any intended changes after the order has been placed (if necessary, by providing samples). Any changes require the written consent of the customer. To the extent that such changes concern the suitability of the delivered object or service for the intended purpose, the customer shall have the right to reject the change and either demand delivery in accordance with the order or cancel the order without compensation.

只有当客户已书面接受了初始样品后才可以开始分批交付。在此情形以及其他订单下达、交付等取决于对样品的批准的情形下，供应商出售或供应的产品或服务应当符合该等样品。如客户文件或其他法规中已有对于订购部件或服务的特性（例如尺寸）的规定，在订单确定之后供应商应提前通知任何对于上述规定拟作出的更改（如有必要，通过提供样品）。任何更改都必须取得客户的书面同意。如果此类更改涉及所交付的物品或服务对于预期目的的适用性，则客户应当有权拒绝该更改，并要求按照订单交货或取消订单而无须赔偿。

(2) The customer's consent to drawings, calculations and other documents shall not affect the sole responsibility of the Supplier for the delivery. This shall also apply for any suggestions, recommendations and contributions of the customer.

客户对图纸、计算或其他文件的同意不影响供应商就交付所承担的单方责任。此规定亦适用于客户的任何建议、推荐或协助。

§ 6 Withdrawal

第6条 撤销

If the customer becomes aware of any circumstances concerning the Supplier that gives rise to reasonable doubts as to the proper execution of the order, the customer shall be entitled to suspend its performance of the contract with respect to the outstanding deliveries without compensation.

如果客户发现任何情形而产生供应商无法适当履行订单的合理怀疑，客户应有权中止履行未完成交付的合同而无须赔偿。

§ 7 Delivery, Default, Force Majeure, Packaging, Partial Deliveries

第7条 交付、违约、不可抗力、包装和部分交付

(1) The products shall be delivered at the services and the dates of delivery or performance specified on orders.

产品和服务应当在订单规定的交付日或履行日之前在约定的目的地交付和履行。

(2) In the case of delay in delivery, the customer shall be entitled to liquidated damages in the amount of 0.5% of the order price per completed week overdue, however, no more than a total of 5% of the order price, or have the services that have not yet been rendered performed by a third party at the expense of the Supplier upon expiration of a reasonable grace period that may be granted by the customer. The right to assert further claims available to the customer under any applicable law shall remain reserved.

在延迟交付的情况下，客户有权获得违约赔偿金，其金额为每逾期一整周须支付订单价格的 0.5%，但不超过订单价格的 5%，或对于在客户可能授予的合理宽限期届满后仍未提供的服务，客户可以聘请第三方提供上述服务，由此产生的费用由供应商承担。客户保留在任何适用法律下可提出进一步索赔的权利。

(3) Force majeure, labor disputes, unrest or other circumstances for which the customer is not responsible and which lead to business disruptions shall release the customer from any duty to accept any delivery or provide compensation for damages for the duration and extent of the effects of such events.

如出现不可抗力、劳动争议、动乱或不由客户负责且导致业务中断的其他情形，在此类事件的持续时间内并且在影响范围内，客户接受任何交付的义务应予以免除，并且客户不承担任何损害赔偿的责任。

(4) Unless otherwise agreed, the delivery shall be made free of charge to the destination specified by the customer at the risk of the Supplier; in the case of collection by the customer, the customer shall be reimbursed the freight costs. In the case of delivery ex works, the Supplier shall be obligated to select the shipping method that is most favorable for the customer if the shipping method has not been specified.

除非另有约定，交付应免费交至客户指定的目的地，并由供应商承担风险；在由客户提货的情况下，供应商应补偿客户的运输费用。在工厂交货（Ex Works）的情况下，如果没有指定运输方式，供应商有义务选择最有利于客户的运输方式。

(5) The Supplier shall only be entitled to make excess, short or partial deliveries if and to the extent that the customer has consented in writing.

只有在客户书面同意的情况下和范围内，供应商才有权进行超额、缺额或部分交货。

(6) The goods are to be properly packed. Reusable and returned packaging shall be credited to the customer. If any packaging or shipping regulations that may have been specified by the customer are not observed, the customer shall be entitled to refuse to accept the goods without thereby falling into default of acceptance.

货物要妥善包装。对于可重复使用和退回的包装，供应商应当给予客户抵减。如果客户指定的任何包装或运输要求没有得到遵守，客户有权拒绝接受货物而不因此构成关于接受的违约。

(7) Unless proved otherwise, the values determined by the customer during the quantity control shall be decisive for quantities, weights and dimensions. Unless另有证明，就数量、重量和尺寸而言，以客户数量管控过程中取得的数值为准。

(8) The Supplier shall immediately notify the customer in writing if circumstances arise or become apparent to the Supplier indicating that the specified delivery time or the agreed specifications cannot be met.

如果发生或者明显可能发生不能满足规定的交付日期或约定的规格的情形，供应商应当立即以书面形式通知客户。

§ 8 Claims for Defects

第8条 缺陷索赔

(1) The Supplier warrants that its performance fulfills the recognized standards of technology, all applicable standards, and the contractually agreed qualities as well as the applicable safety regulations, and is also free from any design, material or workmanship defects and any infringement of any third parties' right or interest.

供应商保证其履约符合公认的技术标准和所有适用标准以及合同约定的质量和适用的安全规定，且不存在设计、材料或工艺上的任何缺陷，并且不存在对任何第三方权利或利益的侵犯。

(2) The customer shall inspect the goods for any quality or quantity deviations to the extent that and as soon as this is feasible in accordance with the proper course of business of the customer. Such inspection shall not relieve the Supplier from any of its responsibilities and liabilities hereunder. The customer shall immediately provide notice of any defects upon their discovery. In this respect, the Supplier waives the right to object on the grounds of a delayed notice of defects.

客户应当按照客户的适当业务流程，在可行时尽快检查货物是否有任何质量或数量方面的偏离。上述检查不排除供应商在本合同下的任何义务和责任。如发现任何缺陷，客户应当立即给予通知。就此而言，供应商放弃基于缺陷通知迟延的任何抗辩。

(3) Only the customer shall have the right to select the types of remedies for any defective products or services.

只有客户有权选择对于任何缺陷产品或服务的补救方式。

(4) If the customer selects the replacement with a product or service that is free from defects as the type of remedy, the customer shall then be entitled to return the defective object at the Supplier's expense and demand a defect-free replacement; the warranty period with respect to such object shall begin anew with the delivery of the replacement.

如果客户选择以无缺陷的产品或服务进行替换作为补救方式，客户应有权返还缺陷物，费用由供应商承担，并要求获得无缺陷的替换品；该等物品的质量保证期应当从替换品交付之后重新起算。

(5) If the customer selects the remedying the defect at the Supplier's expense as the type of remedy, the customer shall be entitled to remedy the defect itself or have the defect remedied by a third party in the case of imminent danger or if the Supplier does not immediately begin to remedy the defect, in each case at the Supplier's expense; the warranty period with respect to such object shall begin anew on the date on which the defect has been completely removed. The defect shall not be deemed completely removed until confirmed by the customer in writing.

如果客户选择由供应商承担费用对缺陷进行补救作为补救方式，在紧急情况下或客户应立即开始进行补救的情况下，客户应有权自行对缺陷进行补救或聘请第三方进行补救，上述各种情况下的费用均由供应商承担。该等物品的质量保证期应当从缺陷完全消除之后重新起算。只有当客户书面确认后，缺陷才视为完全消除。

(6) The right to compensation for damages remains explicitly reserved. The Supplier shall be liable for any direct and any other damages resulting from the defectiveness that the customer is allowed to claim under any applicable law.

客户明确保留要求损害赔偿的权利。对于客户因缺陷而产生的直接损失以及根据任何适用法律客户可以要求赔偿的其他损失，供应商应当予以赔偿。

(7) If a defect with respect to material is discovered within 6 months of the delivery, the relevant object shall be deemed defective at the time of the delivery, unless otherwise proved by the Supplier.

如果材料上的缺陷在交付的 6 个月内被发现，相关物品应被视为在交付之时即具有缺陷，除非供应商另有证明。

§ 9 Indemnification

第9条 赔偿

In addition to any other indemnification obligations of the Supplier under this contract, the applicable order, and/or other transaction documents between the Supplier and the customer, the Supplier shall indemnify and hold the customer, its affiliates, officers, directors, employees, agents, and representatives harmless against all alleged and/or actual claims, costs, losses, liabilities, damages, demands, suits and expenses (including attorney fees), including without limitation those that the customer may be liable for to its customers, arising from or in connection with (i) any breach by the Supplier of this contract, and (ii) any damage to any property or injury or death of any person arising out of any act or omission of the Supplier.

除了供应商在本合同、适用订单或其他与客户之间的交易文件项下的赔偿义务之外，供应商应当赔偿并且使客户、其关联方、高管、董事、员工、代理和代表免于承担任何因(i)供应商对本合同的任何违约或(ii)因供应商的任何故意或过失引起的任何财产损失或人身伤亡而产生的或与之相关的任何实际和/或声称的索赔、成本、损失、责任、损害、要求、诉讼和费用（包括律师费），包括但不限于客户对其客户所可能承担的上述各项责任和费用。

§ 10 Insurance Coverage

第10条 保险

The Supplier shall be obligated to obtain sufficient insurance coverage against its liabilities hereunder and, if requested by the customer, provide the customer with a copy of proof of insurance.

供应商应有义务获得充分保险以涵盖其在本合同项下的责任，且如果客户提出要求，供应商应当向供应商提供有关证明。

§ 11 Intellectual Property Rights, Confidentiality

第11条 知识产权、保密

(1) The Supplier warrants that the rights of third parties shall not be infringed in connection with its deliveries. If claims are asserted against the customer



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by a third party due to such infringement, the Supplier shall indemnify the customer upon its first written demand.

供应商保证其交付物不侵犯第三方的权利。如果有第三方因该等侵权行为对客户提出索赔，供应商应当在客户首次书面请求后赔偿客户。

(2) Documents or manufacturing equipment of any kind as well as samples, drawings, models, tools, etc., which are made available to the Supplier by the customer or paid for by the customer, may only be used for the production for and delivery to the customer, and may not be given to third parties or used for the Supplier's own purposes. Such items are to be kept confidential and are to be immediately returned in perfect condition without retaining any copies, individual items, etc. or destroyed at the request of the customer as soon as the order has been completed, or as soon as it has been established that an order will not be placed, or as soon as the supply relationship has ended. The obligation to maintain confidentiality shall also apply after the termination of this contract; such obligation shall lapse if and to the extent that the knowledge contained in the provided documents has become known to the general public without any fault of the Supplier or any of its directors, officers, and employees. Except as explicitly specified herein, nothing in this contract grants any license or right to the Supplier with respect to any intellectual property rights to the documents, manufacturing equipment, etc. specified in § 11 (2) sentence 1.

客户提供给供应商的或由客户付费的文件或各种生产设备、以及样品、图纸、模型、工具等仅可以用以为客户进行生产或向客户进行交付，且不得提供给第三方或用以供应商自身目的。该等物品应以保密，且在订单完成或确定订单不会下达或供应关系终止后立即以完好状态予以返还，如客户要求，予以销毁，而不保留任何副本、部件等。保密义务在本合同终止后仍应适用；如果提供的文件中包含的信息已经为公众所知而供应商及其任何董事、高管和员工对此没有过错的，则对于该等信息的保密义务将终止。除非本合同明确约定，否则本合同未授予供应商任何关于本第 11(2)条第 1 句项下的文件、生产设备等的任何知识产权的许可或权利。

(3) The Supplier may not deliver to third parties any semi-finished or finished products manufactured according to the specifications of the customer, including those rejected by the customer as defective. Such defective parts are to be destroyed at the Supplier's expense.

供应商不得向第三方交付任何按照客户的规格生产的半成品或成品，包括作为缺陷品被客户拒绝的半成品或成品。该等缺陷部件应当予以销毁，费用由供应商承担。

(4) For any breach of the obligations under this § 11, the Supplier shall pay the customer liquidated damages in the amount of 5% of the gross value of the concerned order or the products manufactured with the concerned equipment for each occurrence. The customer reserves the right to assert claims for higher damages if such liquidated damages are insufficient to cover the customer's losses arising therefrom.

对本合同第 11 条项下义务的违反，供应商应当按照相关订单或相关产品所生产的产品的总价值的 5% 向客户支付违约金。如果该等违约金不足以弥补客户因此遭受的损失，客户保留更高金额的索赔。

§ 12 Liability of the Customer

第 12 条 客户责任

To the fullest extent permitted under applicable laws, in the event of any liability of the customer whether arising from breach of contract or from law, the maximum amount of damages recoverable shall be limited to the price for the product or services with respect to which damages are claimed. In no event shall the customer be liable for any incidental, indirect, consequential, or punitive damages.

在适用法律允许的最大范围内，如客户应承担赔偿责任，无论是因违反合同还是因法律规定，供应商可获得的损害赔偿金额最多应限于索赔相关的产品或服务的价格。在任何情形下，客户不应应对任何偶发的、间接的、结果性的或惩罚性的损害承担责任。

§ 13 Performance by Affiliated Companies

第 13 条 关联公司的履行

At the request of the customer, any of its contractual obligations can also be fulfilled by a different company belonging to Olin Corporation. As long as the performance is equivalent, the concerned contractual obligations shall be deemed fulfilled.

经客户要求，客户的任何合同义务也可以由属于 Olin Corporation 的其他公司履行。只要是相同的履行，则相关的合同义务应视为已经履行。

§ 14 Entering Company Premises

第 14 条 进入公司场所

The Supplier shall ensure that persons, who enter the premises of the customer in order to fulfill the contract, observe the plant regulations. 供应商应当确保，为履行合同而进入客户场所的人遵守工厂的规章制度。

§ 15 Dispute Resolution, Applicable Law

第 15 条 争议解决、适用法律

(1) This contract and its interpretation shall be governed by the laws of the People's Republic of China (excluding Hong Kong, Macau, and Taiwan for the purposes of this contract) without regard to its conflict of laws rules. The application of the UN Convention on the International Sale of Goods (CISG) is explicitly excluded.

本合同及其解释应当由中华人民共和国（为本合同之目的，不包括港澳台地区）法律管辖，而不考虑其冲突法规则。明确排除对《联合国国际货物销售合同公约》（CISG）的适用。

(2) The parties shall first, through friendly consultations, try to resolve any dispute, controversy or claim arising from or in connection with this contract, including any question regarding its existence, validity or termination ("Dispute"). If no settlement is reached within thirty (30) days from the date of notification by either party to the other party, any party may submit the Dispute to arbitration in Shanghai in accordance with the arbitration rules adopted by Shanghai International Arbitration Center ("SHIAC") under the administration of SHIAC. The arbitration shall be conducted by a sole arbitrator jointly selected by the parties. If the parties fail to select a mutually acceptable arbitrator within 10 calendar days after the Dispute is submitted for arbitration, such arbitrator shall be selected by SHIAC upon the request of either party. The language of arbitration shall be English and all documentation to be reviewed by the arbitrators or submitted by the parties shall be in English. During the course of consultations or arbitration, this contract shall continue to be performed except for the matters which the parties are disputing and which are undergoing consultations or arbitration. The arbitrators shall render a written decision in English stating the reasons therefor within three (3) months of the request for arbitration, and such award shall be final and binding upon the parties. The arbitration described above shall serve as the sole and exclusive means for resolving a Dispute under this contract; however, nothing in this contract shall prohibit either party from seeking interim protective measures under applicable laws, including injunctive orders, before or during the arbitration proceeding in order to protect its interests or applying to a court of competent jurisdiction for the recognition and enforcement of an arbitral award.

双方应当首先尽力通过友好协商解决因本合同产生或与本合同相关的任何争议、纠纷或索赔，包括与本合同的存在、效力或终止相关的任何问题（“争议”）。如果自任一方通知另一方发出通知之日起的三十（30）日内未达成和解的，任何一方可将争议提交至上海国际仲裁中心（“上海国际仲裁中心”）

在其管辖下按照上海国际仲裁中心采用的仲裁规则在上海予以仲裁。仲裁应由双方共同选择的独任仲裁员进行。如果双方在争议提交仲裁后的 10 个日历日内未能选定一名共同接受的仲裁员，则经任何一方要求，该等仲裁员应由上海国际仲裁中心选定。仲裁的语言应为英文，且仲裁员审阅的或由双方提交的所有文件应以英文书写。在协商或仲裁期间，本合同应当继续履行，双方争议中并正在协商或接受仲裁的事项除外。仲裁员应当在仲裁请求的三（3）个月内提交一份英文的、载明理由的书面裁决，且该等裁决应当是终局的，对双方具有约束力。上述仲裁应作为解决本合同项下争议的唯一且排他性途径；但是，本合同中的任何规定不得妨碍任何一方在仲裁程序之前或期间为了保护其利益而寻求临时保护措施（包括禁制令）或者向有管辖权的法院申请承认及执行仲裁裁决。

§ 16 Data Storage

第 16 条 数据存储

To the extent permitted under any applicable data privacy laws, the customer and all other companies belonging to the Olin Corporation shall be authorized to store, process and transmit within the Olin group any data received in connection with this contract.

在任何适用数据隐私法允许的最大范围内，客户和其他属于 Olin Corporation 的所有其他公司应被授权在 Olin 集团内部存储、处理和传输与本合同有关的任何数据。

§ 17 Anti-Corruption

第 17 条 反腐败

(1) The Supplier represents and warrants that (a) it understands and shall comply with in all respects all applicable anti-corruption laws, statutes, decrees, regulations, policies, and guidelines of the United States, the People's Republic of China, and other jurisdictions under which the Supplier is or may be acting hereunder, including without limitation the U.S. Foreign Corrupt Practices Act; (b) without prejudice to the generality of the foregoing, the Supplier will not, and will cause all officers, directors, employees, and agents of the Supplier not to, make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to either (i) any foreign official (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person, or (ii) any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above. The Supplier acknowledges that (i) "foreign official" means any officer or employee of a foreign government or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization, including employees of state-owned companies, and (ii) for the purpose of this section, "foreign" means any jurisdiction other than the United States of America.

供应商声明并保证：（a）其理解并应在各个方面遵守美国、中华人民共和国和供应商实施或可能实施本合同项下行为的其他有管辖权法域的所有适用的反腐败法律、法规、法令、条例、政策和指南，包括美国反海外腐败法；

（b）在不损害上述规定的一般性的前提下，供应商不得，且应促使其所有管理人员、董事、雇员和代理人不得，向下列人士作出任何形式的要约、支付、承诺支付、或授权支付任何金钱、提供、赠与、承诺给予、或授权给予任何有价值的东西：（i）任何外国官员（或外国政党），目的是为了影响该等外国官员以其官员身份作出的任何行为或决定，或诱使该等外国官员违反该等合法官方职责作为或不作为，或取得任何不正当的好处，或诱使该等外国官员利用其在外国政府或部门的影响力来影响该政府或执行部门的任何行为或决定以协助该人士为任何人或与任何人共同获得或保留业务，或将业务引向何人；或（ii）任何人士，且知晓为了上述禁止之目的，该等金钱或有价值的东西将全部或部分直接或间接地提供给、给予、或承诺给予任何外国官员（或外国政党）、或任何外国政治职位的候选人。供应商确认：（i）“外国官员”指外国政府或其任何部门、机构或执行部门、或公共国际组织的任何官员或雇员、或以官员身份为任何该等政府或部门、机构或执行部门或代表任何该等政府或部门、机构或执行部门行事的任何人、或为任何该等公共国际组织或代表任何该等公共国际组织行事的任何人，包括国有企业的雇员；以及（ii）就本条而言，“外国”指除美国之外的任何管辖区。

(2) The Supplier further represents and warrants that (i) no owner, director, officer, employee or agent of the Supplier is a government official, employee, candidate for public office, or otherwise holds either a full or part-time position with any government or state-owned or controlled company in any jurisdiction both currently and at any time while the business relation with the customer continues, and (ii) it has not been convicted of or pleaded guilty to an offense involving fraud, corruption, or moral turpitude.

供应商进一步声明并保证：（i）供应商的所有人、董事、管理人员、雇员或代理人均不是政府官员、政府雇员、公共职务的候选人，并且现在以及与客户业务关系存续期内的任何时候没有以其他方式担任任何法域的任何政府或国有或控股公司的全职或兼职职位；以及（ii）并未定罪或认罪涉及欺诈、腐败、或道德沦丧的罪行。

(3) If the Supplier should ever become concerned that a possible violation of any of the above requirements may have occurred, whether by one of the Supplier's employees or representatives, an employee of the customer, a third-party representative or another entity providing services to the customer, the Supplier shall immediately notify the customer.

如果供应商注意到供应商的任何员工或代表、客户员工、第三方代表人或向客户提供服务的其他实体可能违反任何上述要求，供应商应立即通知客户。

(4) The Supplier undertakes that it will complete, sign, and return to the customer the "Certificate of Compliance with Anti-Corruption Laws and Olin's Code of Conduct - International Representatives" in such form requested by the customer (the "Compliance Certificate"), as may be updated by the customer from time to time, with the executed contract. The Compliance Certificate is incorporated herein as part of this contract as if stated herein. This contract shall not become effective until the customer receives a duly signed copy of the Compliance Certificate. Hereafter, after the customer's prior written notice, the Supplier shall deliver to the customer a newly signed copy of the Compliance Certificate annually within thirty (30) calendar days after receipt of the written notice.

供应商承诺，其将在本合同签署的同时按照客户要求的形式（客户可能不时地更新该格式）填写、签署并向客户提交“遵守反腐败法律和 Olin 的行为准则声明-国际代表人”（“合规声明”）。合规声明并非本合同中的一部分，如同载于本合同正文。本合同应在客户收到正式签署的合规声明后方可生效。此后，经客户提前书面通知，供应商应在每年在收到上述书面通知后的三十（30）个日历日内向客户交付新签署的合规声明。

(5) The Supplier agrees that any breach by the Supplier of this Section 17 shall constitute a material breach.

供应商同意其对本第 17 条的任何违反构成实质违约。

§ 18 Language

第 18 条 语言

This contract has been written in the English language and translated into Chinese. In the case of inconsistency, the English version shall be the controlling version. 本合同以英文文书就并翻译成中文。如有不一致，以英文版本为准。

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