

**TERMS OF PURCHASE**

**采购条款**

**1. MEANINGS AND BASIS OF PURCHASE ORDER**

**采购订单的定义及基础**

- (1) Unless the context otherwise indicates:  
除非上下文另有说明:
- (a) "Deliver To Address" is the address stated against "Deliver To" on the front sheet of this Purchase Order;  
“交付地址”指本采购订单首页“交付至”一栏载明的地址;
- (b) "Goods" means the goods identified under "Details" on the front sheet of this Purchase Order;  
“商品”指本采购订单首页“详情”中指定的商品;
- (c) "Promised Delivery Date" is the relevant date stated under "Promised Delivery" on the front sheet of this Purchase Order;  
“承诺交付日”指本采购订单首页“承诺交付”一栏载明的相关日期;
- (d) "Purchase Order" means this Purchase Order, including these Terms of Purchase;  
“本采购订单”指本采购订单, 包括本采购条款;
- (e) "Purchaser" means the party identified on the front sheet of this Purchase Order to whom the Goods must be delivered; and  
“采购方”指本采购订单首页上标明的、必须向其交付商品的一方; 和
- (f) "Supplier" means the party to whom this Purchase Order is addressed, as identified on the front sheet of this Purchase Order.  
“供货方”指本采购订单首页上标明的、接收本采购订单的一方。
- (2) The addresses of the parties are stated on the front sheet of this Purchase Order.  
双方各自的地址见本采购订单首页。

- (3) This Purchase Order including these Terms of Purchase will be deemed to be accepted by the Supplier for the delivery of the Goods and its other obligations under this Purchase Order from the Supplier's commencement of work relevant to the delivery of the Goods after receipt of this Purchase Order.  
就商品交付及供货方在本采购订单项下的其他义务而言, 自供货方在收到本采购订单后开始开展与商品交付相关的工作起, 将视为供货方已接受本采购订单(包括本采购条款)。

**2. GOODS**

**商品**

- (1) The Goods to be supplied by the Supplier are described in this Purchase Order.  
供货方所需提供商品已在本采购订单中载明。
- (2) The Supplier warrants that the Goods will:  
供货方保证:
- (a) comply with any drawings, specifications and/or other technical documents included with and/or identified in this Purchase Order or otherwise provided by the Purchaser;  
商品将符合本采购订单中包含和/或指定的、或采购方另行提供的任何图纸、规范和其他技术文件;
- (b) comply with all relevant standards and statutory requirements;  
商品将符合所有相关标准和法定要求;
- (c) be new (unless stated otherwise), of good merchantable quality, free of defects and fit for their intended purpose;  
商品将是全新的(除非另有说明), 具有良好的适销质量, 不存在缺陷, 且适于其预期用途;
- (d) upon delivery to the Purchaser, be free of all liens, charges and other encumbrances;  
在交付给采购方时, 商品不存在任何留置权、押记和其他权利负担;
- (e) insured for their full replacement value in the joint names of the Supplier and the Purchaser; and  
商品将以供货方和采购方的共同名义按其全部重置价值投保; 并且
- (f) be supplied to the Purchaser strictly in accordance with the terms of this Purchase Order except to the extent that the Purchaser may agree or direct otherwise in writing.  
除非采购方另行书面同意或指示, 商品将严格按照本采购订单的条款提供给采购方。
- (3) The Supplier must allow the Purchaser and other persons authorised by the Purchaser access at all reasonable times to:  
供货方必须允许采购方和采购方授权的其他人士在任何合理时间:
- (a) any place where the Goods are being manufactured or stored; and/or  
出入生产或储存商品的任何地点; 和/或
- (b) any quality assurance records or technical documentation relevant to the Goods.  
查阅与商品相关的任何质量保证记录或技术文件。
- (4) The Supplier indemnifies the Purchaser against any action, suit, claim, demand, cost, loss, expense or damage arising out of or in any way connected with the infringement of any intellectual property rights or any claim in tort or contract for product liability relevant to or in any way connected with the Goods including the use of the Goods.  
对于因侵犯任何知识产权或商品(包括商品的使用)有关或以任何方式与其相关联的任何基于侵权或合同提出的产品责任主张引起或以任何方式与之相关的任何法律行动、诉讼、权利主张、要求、成本、损失、支出或损害, 供货方应向采购方进行赔偿。

- (5) The Supplier is responsible for the care and insurance of the Goods until their delivery and acceptance by the Purchaser. If loss or damage occurs to the Goods while the Supplier is responsible for their care, unless otherwise directed by the Purchaser, the Supplier must promptly make good the loss or damage.  
供货方负责商品的保管和保险, 直至该等商品交付至采购方并被采购方接受。如果商品在供货方负责保管期间发生灭失或损坏, 则除非采购方另有指示, 供货方必须立即就该等灭失或损坏进行赔偿。

**3. DELIVERY**

**交付**

- (1) Unless agreed otherwise in writing by the Purchaser, the Supplier must deliver the Goods on the Promised Delivery Date. The Promised Delivery Date may be extended by the Purchaser pursuant to clause 4.  
除非采购方另行书面同意, 供货方必须在承诺交付日交付商品。采购方可根据第4条的规定延后承诺交付日。
- (2) The Supplier must:  
供货方必须:
- (a) liaise with the Purchaser prior to the Promised Delivery Date to confirm the arrangements for delivery of the Goods;  
在承诺交付日前联络采购方确认商品交付安排;
- (b) label the Goods as directed by the Purchaser;  
按照采购方的指示给商品贴标;
- (c) store the Goods until the date and time arranged with the Purchaser for the delivery of the Goods;  
负责与采购方约定的商品交付日期和时间之前的商品储存;
- (d) deliver the Goods packaged as reasonably required by the Purchaser; and  
以采购方合理要求的包装交付商品; 并且
- (e) deliver the Goods to the Deliver To Address on the Promised Delivery Date and at the time arranged with the Purchaser.

在承诺交付日当天按照与采购方约定的时间将商品交付至交付地址。

- (3) Unless agreed otherwise in writing by the Purchaser, ownership of the Goods will pass to the Purchaser upon their delivery to and acceptance by the Purchaser.  
除非采购方另行书面同意, 商品的所有权将在商品交付给采购方并经采购方接受后转移至采购方。
- (4) At the time of delivery the Supplier must provide the Purchaser with a delivery docket in duplicate setting out the details of the Goods delivered and accepted by the Purchaser, for signature by the Purchaser and the Supplier must retain one copy so signed.  
交付时, 供货方必须向采购方提供一式两份的交付摘要, 其中应载明与交付给采购方并经采购方接受的商品的详情, 以供采购方签收, 并且供货方必须保留一份经签字的交付摘要。
- (5) Delivery and acceptance by the Purchaser of the Goods does not constitute approval of the Goods. Goods delivered to the Purchaser and accepted by the Purchaser, do not constitute approval of the Goods.  
商品交付给采购方并被采购方接受的, 不构成采购方对商品的批准。
- (6) If the Purchaser extends any Promised Delivery Date pursuant to clause 4(2)(c) and the Goods are required to be stored beyond the Promised Delivery Date, the Supplier must store the Goods at no cost to the Purchaser and shall deliver the Goods as instructed by the Purchaser at no additional cost to the Purchaser.  
如果采购方根据第4(2)(c)条延后任何承诺交付日, 且商品需储存至承诺交付日之后, 则供货方必须免费储存商品, 并应按照采购方的指示交付商品而不向采购方收取额外费用。

**4. DELAY**

**延迟**

- (1) The Supplier must give immediate notice in writing to the Purchaser upon becoming aware of any event or circumstance likely to delay delivery of the Goods by the Promised Delivery Date, and must include in such notice the manner in which it intends to avoid or minimise such delay or anticipated delay.  
供货方必须在知晓可能致使商品无法在承诺交付日当天或之前交付的任何事件或情形后立即书面通知采购方, 并且必须在该等通知中说明其打算如何避免或尽可能缩短该等延迟或预期延迟。
- (2) The Purchaser:  
采购方:
- (a) is entitled at any time in its absolute discretion to grant a reasonable, in the circumstances, extension of time to the Promised Delivery Date; but  
有权随时依其全权决定合理(视具体情况而定)延后承诺交付日; 但
- (b) is not obliged to grant an extension of time to the Promised Delivery Date except to the extent that the Supplier is delayed in delivering the Goods by the Promised Delivery Date due to an act delaying the delivery attributable to the Purchaser.  
无义务延后承诺交付日, 除非供货方因采购方致使交付延迟的行为而未能在承诺交付日当天或之前交付商品。
- (c) may also at any time by notice in writing to the Supplier extend the Promised Delivery Date for any reason.  
也可随时以任何理由书面通知供货方延后承诺交付日。

(3) The Supplier must:

- 供货方必须:
- (a) take all practical steps to avoid or minimise any delay to the Promised Delivery Date; and  
采取一切实际可行的措施避免或尽可能缩短就承诺交付日发生的任何延迟; 并
- (b) where a delay does not cause the Promised Delivery Date to be extended, take whatever action is necessary to deliver the Goods by the Promised Delivery Date.  
在延迟未导致承诺交付日需延后的情况下, 采取任何必要措施在承诺交付日当天或之前交付商品。

- (4) Under no circumstances will the Supplier be entitled to claim from the Purchaser any losses suffered owing to any such delay or to the extension of any or all of the Promised Delivery Dates.  
在任何情况下, 供货方均无权就因任何该等延迟或任何或所有承诺交付日延后而遭受的任何损失向采购方索赔。

**5. PAYMENT**

**付款**

- (1) The rates stated in this Purchase Order are deemed to include for everything necessary (labour, plant, equipment and other things) for the Supplier to deliver the Goods to the Deliver To Address and to fulfill all of its other obligations under this Purchase Order. Accordingly, the value of Goods delivered to and accepted by the Purchaser will be:  
本采购订单中规定的费率应视为包括供货方将商品交付至交付地址和履行其在本采购订单项下所有其他义务所需的一切费用(人工、厂房及设备等等费用)。因此, 交付给采购方并被采购方接受的商品的价值应为:
- (a) an amount calculated by multiplying the relevant quantity and rate for the Goods stated in this Purchase Order; less  
本采购订单中所载商品的相关数量乘以费率所得金额; 减去
- (b) the reasonable costs incurred by the Purchaser in remedying any default by the Supplier of its obligations under this Purchase Order; less  
采购方在就供货方违反其在本采购订单项下义务的行为进行补救时发生的合理成本; 减去
- (c) the amount of any costs, losses or damage suffered by the Purchaser if the Supplier does not fulfill its obligations under this Purchase Order or otherwise.  
采购方因供货方未履行其在本采购订单或其他协议项下的义务(如有)而遭受的任何成本、损失或损害的金額。
- (2) Unless stated or agreed otherwise by the Purchaser, payment for the Goods will only be made for those Goods delivered to and accepted by the Purchaser and for which the Supplier has submitted a payment claim to accounts.payable.asia@sedgman.com setting out the value of those Goods as described in clause 5(1). The Supplier must ensure that an original tax invoice (i.e. Fapiao) is attached to any relevant payment claim.  
除非采购方另行说明或同意, 采购方将仅就已交付给采购方并被采购方接受、且供货方已向accounts.payable.asia@sedgman.com.au提交付款申请(需载明按照第5(1)条计算得出的商品价值)的商品支付货款。供货方必须确保任何相关付款申请均附有相关税务发票原件。
- (3) The Supplier may only make a payment claim on the last day of each month (each a "relevant time") if:  
供货方仅可在每月最后一日(“相关时间”)提交付款申请, 前提是:
- (a) its employees and subcontractors have been paid all amounts due and payable to them; and  
供货方的雇员和分包商均已收到就商品向其支付的所有到期应付款项; 并且
- (b) it has complied with all applicable statutory obligations,  
供货方遵守了与商品有关的所有适用的法定义务。
- (4) If the Supplier submits a payment claim earlier than the relevant time, that payment claim will not be taken to have been submitted until the relevant time, and the early submission of the payment claim will not require the Purchaser to make a payment in respect of that payment claim any earlier than would have been the case if the Supplier had actually submitted the payment claim at the relevant time.  
如果供货方在相关时间之前提交了付款申请, 则该付款申请将直至相关时间才会被视为已提交, 并且, 即使提前提交付款申请, 采购方亦无需在若供货方于相关时间才实际提交付款申请其本应付款之日前就该付款申请付款。
- (5) The Purchaser may, at any time and as a condition precedent to payment, require the Supplier to provide evidence satisfactory to the Purchaser that its employees and subcontractors have been paid all amounts due and payable to them and that it has satisfied all statutory obligations with respect to the Goods.  
采购方可在任何时候要求供货方提供令采购方满意的证据, 证明供货方的雇员和分包商均已收到所有向其支付的到期应付款项, 且供货方已履行与商品有关的所有法定义务, 并以此作为付款的先决条件。
- (6) Subject to clauses 6, 7 and 8 and unless stated otherwise, payment will be made within 65 days after the date of the payment claim, but if the payment claim is not dated or is received by the

- Purchaser more than 7 days after it is dated, the date of the payment claim will be deemed to be the date that the payment claim is received by the Purchaser.
- 受限于第 6 条、第 7 条和第 8 条, 除非另有规定, 款项将在付款申请注明之日后的 65 天内完成支付, 但如果付款申请注明日期或采购方在超过付款申请注明之日 7 天后才收到付款申请, 则采购方实际收到付款申请的日期将被视为付款申请的日期。
- (7) At the Purchaser's discretion, payment will be made by electronic funds transfer. Unless expressly stated otherwise, all amounts stated in this Purchase Order and all payments made pursuant to this Purchase Order will be in Chinese Yuan (RMB) and are all taxes exclusive.
- 采购方可自行决定通过电子资金转账的方式付款。除非另有明确规定, 本采购订单中规定的所有金额和根据本采购订单支付的所有款项均以人民币计价和支付, 且均不含税。
- 6. TAXES**
- 税费**
- (1) The Supplier must pay all taxes which are or may become payable in respect of the Goods under this Purchase Order. The Supplier must indemnify the Purchaser against all costs incurred or damages suffered owing to the failure of the Supplier to pay the taxes assessed in relation to the Goods.
- 供货方须缴纳就本采购订单项下的商品需或可能需缴纳的所有税费。供货方必须就因其未能缴纳与商品相关的税费而使采购方产生的所有费用或遭受的所有损害赔偿采购方。
- (2) In respect of payments to be calculated under or in connection with this Purchase Order, when calculating the amount payable or other consideration to be provided for a supply, the amounts used in the calculation are to exclude any applicable taxes.
- 就本采购订单项下或与本采购订单相关的待计算的款项而言, 在计算供货应付的金额或其他对价时, 计算中使用的金额均不包含任何适用税费。
- 7. DEFAULT**
- 违约**
- Without limiting the Purchaser's rights under clause 8, if the Supplier fails to:
- 在不限制采购方在第 8 条项下权利的情况下, 如果供货方:
- (a) deliver the Goods to meet the requirements of this Purchase Order;
- 未能交付商品以满足本采购订单的要求;
- (b) promptly and properly make good or replace any defective Goods or make good any damage or loss for which the Supplier is responsible;
- 未能及时适当地修复或更换任何有缺陷的商品或就供货方负责的任何损害或损失进行赔偿;
- (c) remove rubbish or other items belonging to the Supplier from the Deliver To Address; and/or
- 未能移除交付地址处属于供货方的垃圾或其他物品; 及/或
- (d) comply with any other obligation it has under this Purchase Order (including, without limitation, failing to deliver the Goods by the Promised Delivery Date).
- 未能遵守其在本采购订单项下的任何其他义务 (包括但不限于未能按承诺交付日交付商品),
- then:
- 则:
- (a) the Purchaser may, at its discretion and without obligation, remedy or mitigate that failure on behalf of the Supplier and the cost of doing so will be a debt due from the Supplier to the Purchaser and may be recovered by the Purchaser in accordance with clause 5(1)(b); and
- 采购方可自行决定 (但无义务) 代表供货方补救或减轻该等未履行行为, 且补救或减轻该等未履行行为成为供货方对采购方负有的到期债务, 采购方可根据第 5(1)(b) 条的规定进行追偿; 及
- (f) any cost, loss and damage that the Purchaser has incurred or is likely to incur as a result of the Supplier's default will be a debt due from the Supplier to the Purchaser and may be recovered by the Purchaser in accordance with clause 5(1)(c).
- 采购方因供货方违约而产生或可能产生的任何成本、损失和损害将成为供货方对采购方负有的到期债务, 采购方可根据第 5(1)(c) 条的规定进行追偿。
- 8. TERMINATION**
- 终止**
- (1) In the event that:
- 如果:
- (a) the Supplier fails to comply with its obligations under this Purchase Order (including, without limitation, failure to comply with its obligations in a timely manner);
- 供货方未能遵守其在本采购订单项下的义务 (包括但不限于未能及时遵守其义务);
- (b) in the Purchaser's opinion, the Supplier is or is likely to become (in any jurisdiction) insolvent, bankrupt, wound up, unable to pay its debts when due or subject to any administration, receivership, external management, creditor action or court proceedings relating to its financial condition; or
- 采购方认为供货方 (在任何司法管辖区) 已经或可能资不抵债、破产、被清盘、无力到期偿债或受限于与其财务状况有关的任何管理、接管、外部管理、债权人诉讼或法院程序; 或
- (c) the Supplier dies,
- 供货方去世,
- then the Purchaser, may at its sole discretion, terminate this Purchase Order.
- 则采购方可自行决定终止本采购订单。
- (2) Upon termination under clause 8(1):
- 根据第 8(1) 条终止本采购订单后:
- (a) the Purchaser will be liable only for those amounts which become payable for Goods delivered to and accepted by the Purchaser as at the date of termination; and
- 采购方将仅对截至终止日就向其交付并被其接受的商品应付的款项负责; 并且
- (b) any cost, loss, and damage that the Purchaser has incurred or is likely to incur as a result of the termination will be a debt due from the Supplier to the Purchaser and may be recovered by the Purchaser in accordance with clause 5(1)(c).
- 采购方因终止而产生或可能产生的任何成本、损失和损害将成为供货方对采购方负有的到期债务, 采购方可根据第 5(1)(c) 条的规定进行追偿。
- (3) Termination for convenience
- 便利终止
- (a) The Purchaser may terminate this Purchase Order, in whole or in part, for reasons other than a breach or default by the Supplier for the Purchaser's convenience, upon thirty (30) days' prior written notice to the Supplier. In the event of a termination for convenience, for any pending Purchase Order as of the termination date, Supplier and its subcontractors shall cease all work, except in relation to Goods already shipped. Upon such termination, the Purchaser will only be liable solely for the sum of (i) the actual and documented cost of materials purchased for that Purchase Order prior to the date of termination, and (ii) the actual and documented labour costs incurred prior to the date of termination of that Purchase Order. The Supplier must take all steps necessary to mitigate such costs. Purchaser may in its discretion direct that the Goods or materials purchased to manufacture the Goods be delivered to Purchaser and only after delivery and agreement on the costs of clause 8 (3) (a) (i) and (ii), will Purchaser be obligated to pay any of those costs.
- 为采购方之便利, 采购方可经提前三十 (30) 天以书面形式通知供货方, 就供货方违约以外的原因完全或部分终止本采购订单。在便利终止的情况下, 供货方及其分包商应截至终止日尚未完成的任何采购订单停止所有工作, 但与已发货商品相关的工作除外。便利终止后, 采购方将仅对以下两项的总额负责: (i) 在终止日之前发生的、为相关采购订单所购材料的实际且有书面记录的成本, 及(ii) 在相关采购订单终止日之前发生的实际且有书面记录的人力成本。供货方必须采取所有必要的措施以减少该等成本。采购方可自行决定指示将采购的商品或用于生产商品的材料交付给采购方, 但采购方仅在交付完成且双方就第 8(3)(a)(i) 条和第 8(3)(a)(ii) 条所述成本达成一致后, 才有义务支付任何该等成本。
- 9. GENERAL**
- 一般规定**
- (1) The Supplier must not novate or assign (in whole or in part) this Purchase Order or any payment or any other right, benefit or interest of the Supplier thereunder without the prior written consent of the Purchaser.
- 未经采购方事先书面同意, 供货方不得就本采购订单或其项下供货方的任何付款或任何其他权利、利益或权益进行 (整体或部分) 的约务更新或转让。
- (2) The Supplier is and must remain an independent contractor and is responsible for its employees and subcontractors.
- 供货方是且必须始终是独立承包商, 且应对其雇员和分包商负责。
- (3) This Purchase Order is governed by and must be construed according to the laws of China in which the Deliver To Address is located.
- 本采购订单受中国 (交付地址所在地) 法律管辖, 且必须据其解释。
- (4) The Supplier must:
- 供货方必须:
- (a) provide sufficient and suitable resources to deliver the Goods in a proper and workmanlike manner with due diligence and expedition and in accordance with the Purchase Order;
- 提供充足且合适的资源, 以应有的谨慎程度和速度、适当且娴熟的方式根据本采购订单交付商品;
- (b) ensure that only persons who are careful, skilled, experienced and qualified in their respective trades and callings are employed in connection with the delivery of the Goods and hold all certificates and licences required by law in order for them to deliver the Goods; and
- 确保仅雇佣在其各自行业和职业中谨慎、熟练、经验丰富且具有资质的人士从事商品交付工作, 并确保该等人士持有法律要求的所有证书和执照以便其交付商品; 及
- (c) comply with any direction that the Purchaser may give in connection with the delivery of the Goods.
- 遵守采购方可能就商品交付事宜作出的任何指示。
- (5) In the event that the terms in clauses 1 to 9 above conflict with any other terms stated in this Purchase Order including any special conditions then such other terms or special conditions will take precedence to the extent of the conflict.
- 如上述第 1 条至第 9 条中的条款与本采购订单中的任何其他条款 (包括任何特殊条件) 相冲突, 则任何其他条款或特殊条件将在冲突范围内优先适用。
- (6) Dispute resolution
- 争议解决
- (a) If any dispute arises out of or in connection with this Purchase Order whether raised before or after the execution of the work under the Purchase Order, then either of the parties may give the other a notice of dispute identifying the particulars of the dispute.
- 如果任何争议因本采购订单而产生或与本采购订单相关, 无论该争议是在本采购订单项下工作实施之前还是之后提出的, 任何一方均可向另一方发出争议通知, 说明争议的详细情况。
- (b) Within ten (10) days after receiving a notice of dispute under clause 9(6)(a), representatives of the parties must confer at least once, in an effort to resolve the dispute. Any conciliation efforts will be kept confidential and privileged.
- 在收到第 9(6) 条项下争议通知后的十 (10) 天内, 双方代表必须至少会面一次, 努力解决该争议。任何调解努力均将予以保密且受到特权保护。
- (c) If the dispute is not resolved or no conference(s) is held within twenty (20) days of the service of the notice of dispute issued under clause 9(6)(a), either party may submit the dispute to the Shanghai International Economic and Trade Arbitration Commission ("SHIAC") for arbitration in accordance with the Arbitration Rules of the Shanghai International Economic and Trade Arbitration Commission ("SHIAC Rules") then in force. The seat of the arbitration will be Shanghai. The language of the arbitration will be English. The decision of the tribunal shall be final and binding.
- 如果在根据第 9(6)(a) 条发出的争议通知送达后的二十 (20) 天内争议未得到解决或双方未举行任何会面, 任何一方均可将争议提交至上海国际经济贸易仲裁委员会 ("SHIAC") 根据届时有效的上海国际经济贸易仲裁委员会仲裁规则 ("SHIAC 规则") 进行仲裁。仲裁地应为上海。仲裁语言应为英语。仲裁庭的裁决应具有终局性和约束力。
- (d) Notwithstanding any referral to arbitration under the provisions of clause 9 (6) (c), the Supplier must continue to perform its contractual obligations.
- 即使根据第 9(6)(c) 条的规定提交仲裁, 供货方也必须继续履行其合同义务。
- 10. CODE OF CONDUCT**
- 行为准则**
- The Supplier acknowledges that CIMIC Limited (Australia) has developed a Code of Conduct ("Code") that sets out guidelines on how the Purchaser and its business partners (including the Supplier) should behave in doing business. The Supplier must conduct its business in a proper manner, including full compliance with accepted business practices, applicable codes of conduct and generally accepted business ethics (including those acceptable business ethics and applicable standards of conduct outlined in the Code).
- 供货方承认, CIMIC Limited (Australia) 制定了行为准则 ("准则"), 就采购方及其业务伙伴 (包括供货方) 在业务开展过程中的行为方式作出了指引。供货方必须以适当的方式开展其业务, 包括完全遵守公认商业惯例、适用行为准则和公认商业道德 (包括守则中概述的公认商业道德和适用行为准则)。