

Accell General Purchase Terms and Conditions

Accell 通用采购条款和条件

Article 1 Definitions

第1条 定义

Accell: Accell Global B.V. and/or any of its (i) directly or indirectly owned and controlled (management control) subsidiaries and/or (ii) affiliated companies.

Accell: Accell Global B.V.和/或其任何 (i) 直接或间接拥有和控制 (管理控制) 的子公司和/或 (ii) 关联公司。

Agreement: The purchase agreement between Accell and the Seller

协议: Accell 和卖方之间的采购协议。

Conditions: The General Purchase Terms and Conditions set out in this document.

本条件: 本文件中规定的通用采购条款和条件。

Contract: The purchase contract between Accell and the Seller consisting of the Agreement, these Conditions and any other document or part thereof specified in the Agreement and shall incorporate all terms and conditions implied by law.

合同: Accell 和卖方之间的采购合同, 包括协议、本条件以及协议中规定的任何其他文件或其任何部分, 并应包含法律规定的所有条款和条件。

Order: Accell's purchase order(s) under the Contract, if issued, and including, without limitation, any Accell's purchase order placed by electronic, voice or paper means.

订单: 合同项下 Accell 出具的采购订单, 如果已出具, 包括但不限于任何 Accell 通过电子、语音或纸质方式下达的订单。

Products: The goods (including any part or parts of them) described in the Order which Seller is to provide to Accell pursuant to a Contact in accordance with these Conditions.

产品: 卖方根据本条件按照合同向 Accell 提供的订单中所述的商品 (包括其任何部分)。

Seller: The person, firm or company who signed the Contract.

卖方: 签署合同的个人、企业或公司。

Services: The services described in the Order which Seller is to perform for Accell pursuant to a Contact in accordance with these Conditions.

服务: 卖方根据本条件按照合同向 Accell 提供的订单中所述的服务。

Specifications: The product specification or service specification developed and/or agreed with Accell and forming part of the Contract

规格: 与 Accell 共同制定和/或达成一致并构成合同一部分的产品规格或服务规格。

Writing: writing shall include facsimile transmission, e-mail or other non-printed means of recorded communication.

书面形式: 书面形式应包括传真、电子邮件或其他非印刷形式的记录通讯方式。

Article 2 Applicability

- 2.1 These Conditions apply to all requests for offers made by Accell, offers made by Seller, all orders placed by Accell and all agreements for the purchase of Products and Services.
- 2.2 Accell's agreement to purchase Products and Services is expressly conditioned upon Seller's acceptance of these Conditions. Any terms and conditions proposed or stipulated by Seller shall not apply - not even in addition to these Conditions - and any applicability is expressly excluded and rejected unless otherwise expressly agreed in writing.
- 2.3 These Conditions cancel and replace any previous general terms and conditions, unless otherwise explicitly agreed in writing.
- 2.4 The commencement of any work by Seller or delivery by Seller in response to an Agreement or Order by Accell, is conclusive evidence of Seller's acceptance of these Conditions.
- 2.5 If there is any conflict between the terms specified in the Agreement and any of these Conditions, the terms specified in the Agreement shall prevail.
- 2.6 Any deviation from and/or addition to and/or variation of the Contract shall not be deemed accepted by the parties, unless explicitly agreed beforehand in writing by both parties.
- 2.7 The headings in these Conditions are inserted for convenience only and shall not affect the interpretation or construction of these Conditions.

第2条 适用性

- 2.1 本条件适用于 Accell 作出的所有要约要求、卖方作出的要约、Accell 下达的所有订单以及购买产品和服务的所有约定。
- 2.2 Accell 购买产品和服务的约定明确以卖方接受本条件为前提。卖方提议或规定的任何条款和条件不应适用-即使是对本条件的补充-除非另行明确书面同意。
- 2.3 除非另有明确书面约定，本条件取消并取代任何先前的通用条款和条件。
- 2.4 卖方根据协议或 Accell 的订单开始任何工作或进行任何交付是卖方接受本条件的决定性证据。
- 2.5 如果协议中规定的条款与本条件中的任何条款存在任何冲突，应以协议中规定的条款为准。
- 2.6 除非双方事先明确书面同意，否则任何对合同的偏离和/或增加和/或变更均不应视为被双方接受。
- 2.7 本条件中的标题仅为方便而设，不应影响本条件的解释或释义。

Article 3 Orders and offers

第3条 订单和要约

- 3.1 All offers, or acceptances of orders of Accell, by Seller are binding and irrevocable.
- 3.2 Any deviation from and/or addition to and/or variation of an Order shall not be deemed accepted by Accell, unless expressly agreed beforehand in writing.
- 3.3 Seller will not be reimbursed for costs made to prepare and issue an offer, not resulting in a Contract.
- 3.1 卖方作出的所有要约或对 Accell 订单的接受均具有约束力且不可撤销。
- 3.2 除非事先明确书面同意，任何对订单的偏离和/或增加和/或变更均不应视为被 Accell 接受。
- 3.3 卖方不会因未成立合同的要约的准备和发出产生的费用获得补偿。

Article 4 Prices

第4条 价格

- 4.1 Unless otherwise expressly agreed in the Agreement, the prices shall be inclusive of all taxes and other governmental charges due in any country, including but not limited to social premiums and wage taxes related to persons used by Seller in performing its activities under the Contract and inclusive of all charges for packaging, packing, transport, insurance, delivery and commissioning of the Products to the place of delivery, but exclusive of any applicable value added tax.
- 4.2 Agreed prices are fixed and irrevocable. A price accepted by Accell may not be increased without Accell's written prior consent.
- 4.1 除非协议另有明确约定，价格应包括在任何国家应缴纳的所有税款和其他政府收费，包括但不限于与卖方在履行合同项下活动中使用的人员相关的社会保险费和工资税费，并包括将产品运至交货地的包装、打包、运输、保险、交付和调试的所有费用，但不包括任何适用的增值税。
- 4.2 约定的价格为固定且不可撤销的价格。未经 Accell 事先书面同意，不得提高 Accell 接受的价格。

Article 5 Delivery

第5条 交货

- 5.1 Delivery of the Products shall be made in accordance with the date and location specified in the Agreement or, if issued, the Order. In this respect, time shall be of the essence, and Accell reserves the right to cancel without notice the whole or any unexecuted part of the Agreement or, if issued, the Order in the event of Seller failing to comply with these Conditions for whatever reason. Seller shall promptly
- 5.1 产品的交货应按照协议或订单（如已发出）中规定的日期和地点进行。在这方面，时间至关重要。如果卖方因任何原因未能遵守本条件，Accell 保留在不发出通知的情况下取消协议或订单（如已发出）全部或任何未执行部分的权利。如果卖方有重大理由预期其将无法遵守本条件，卖方应立即通知 Accell。如果卖方未能在约定的交货日期交货，则卖方自动违约，无需任何违约通知。

inform Accell if Seller has serious reasons to expect that he will fail to comply. Seller is automatically in default, without any notice of default being required, if the agreed date of delivery is not met.

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| <p>5.2 Seller shall adequately pack and protect the Products against damage and deterioration and shall be responsible for ascertaining any special delivery requirements.</p> <p>5.3 Property and risk of the Products shall pass to Accell when the Products are delivered in accordance with this article 5 and article 6.</p> <p>5.4 In the Contract “INCOTERMS” means the most recent rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is signed. Unless the content otherwise requires, any terms or expressions which are defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in the Contract, but if there is any conflict between the provisions of Incoterms and the Contract, the latter shall prevail.</p> <p>5.5 Unless otherwise agreed in writing between Accell and Seller, Seller shall be responsible for complying with any legislation or regulations for both the export of the Products from the country of origin and the import of the Products into the country of destination and for the payment of any duties thereon.</p> | <p>5.2 卖方应对产品进行充分包装和保护，防止产品损坏和变质，并应负责确定任何特殊的交货要求。</p> <p>5.3 当根据本第 5 条及第 6 条交付产品时，产品的所有权和风险应转移给 Accell。</p> <p>5.4 在合同中，“INCOTERMS”是指在合同签署日有效的，国际商会关于贸易术语解释的最新规则。除非合同内容另有要求，任何在 Incoterms 中定义的术语或表达或通过 Incoterms 的规定给予特定含义的术语或表达在合同中应具有相同的含义，但如果 Incoterms 和合同的规定之间有任何冲突，应以合同为准。</p> <p>5.5 除非 Accell 和卖方另行书面约定，卖方应负责遵守关于产品从原产地出口和目的地进口的任何法律或法规，并负责相关的任何关税的缴纳。</p> |
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Article 6 Payment

- 6.1 Seller shall be entitled to invoice Accell on or at any time after delivery or completion of the Products or Services and each invoice shall quote the number of the Order.

第6条 付款

- 6.1 卖方有权在产品交付或服务完成后的任何时间向 Accell 开具发票，每份发票应注明订单号。

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| <p>6.2 The Seller guarantees that all invoices are fully compliant with and according to the applicable (tax) legislation. Any extra tax, penalty or other costs as a result of wrong invoices will be for the account of the Seller.</p> <p>6.3 Unless otherwise stated in the Agreement, Accell shall pay the price of the Products or Services within 60 days after the end of the month of receipt by Accell of a proper invoice as mentioned in article 6.2 or, if later, after acceptance of the Products by Accell.</p> <p>6.4 The issuing of any receipt or other acknowledgement by Accell for Products or Services shall not constitute a waiver by Accell of any of its rights or obligations of Seller under these Conditions or any other terms and conditions implied by law.</p> <p>6.5 Accell shall not be deemed to have accepted any Products or Services until Accell has had a reasonable time to inspect them following delivery / performance or, if later, within a reasonable time after any latent defect has become apparent.</p> <p>6.6 Accell shall be entitled to set off against the price of the Products or Services any sums owed to Accell by Seller now or in the future whether under the Contract or otherwise, after Accell has issued a written statement to this effect.</p> | <p>6.2 卖方保证所有发票完全符合适用（税）法律的规定。因发票错误导致的任何额外税款、罚款或其他费用应由卖方承担。</p> <p>6.3 除非协议另有约定，Accell 应在收到第 6.2 条中提及的适当发票当月结束后的 60 日内或在 Accell 接受产品后 60 日内（以较晚者为准）支付产品或服务的款项。</p> <p>6.4 Accell 出具产品或服务收据或其他确认函不构成 Accell 对卖方在本条件或法律默示的任何其他条款和条件项下的任何权利或义务的放弃。</p> <p>6.5 除非 Accell 在交付/履行后有合理的时间或在任何潜在缺陷变得明显后的合理时间内（以较晚者为准）对任何产品或服务进行检查，Accell 不得被视为已接受该等产品或服务。</p> <p>6.6 在 Accell 出具相关书面声明后，Accell 有权用产品或服务的价格抵销目前或将来卖方在合同项下或其他方面欠付 Accell 的任何款项。</p> |
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Article 7 Specifications, Alterations and Inspection

第7条 规格、变更和检查

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| <p>7.1 Accell is at all times and at any place entitled to carry out (or to procure third parties to carry out) inspections, tests and audits with regard to the Products or Services ordered.</p> <p>7.2 Accell may reject Products or Services which do not comply with the terms of the Contract without bearing any liabilities therefrom.</p> | <p>7.1 Accell 有权在任何时间和地点就所订购的产品或服务开展（或促使第三方开展）检查、测试和审计。</p> <p>7.2 Accell 可拒收不符合合同条款的产品或服务并且不承担由此产生的任何责任。</p> |
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- 7.3 If the Products delivered or Services performed by Seller do not conform to the Contract, Accell shall be entitled to require, at its discretion, that the Products delivered or Services performed be repaired or replaced or that the missing component be supplied within a reasonable term to be set by Accell, without prejudice to its other rights by law or by virtue of these Conditions.
- 7.3 如果卖方交付的产品或履行的服务不符合合同的规定，Accell 有权自行决定要求在 Accell 设定的合理期限内对已交付的产品或已履行的服务进行修理、更换或补齐缺失的部分，但不得损害其根据法律规定或根据本条件享有的其他权利。
- 7.4 In the event that the Products do not conform to the Contract, Accell is entitled to return these Products to Seller at Seller's expense or to keep them in its custody until Seller has given further instructions as to how these Products are to be dealt with. Any costs incurred by Accell in this respect shall be for Seller's account. Accell shall in no event be responsible for keeping the Products in good condition.
- 7.4 如果产品不符合合同的规定，Accell 有权将该等产品退回卖方，相关费用由卖方承担，或将该等产品置于 Accell 的保管之下，直至卖方就如何处理该等产品作出进一步指示。Accell 由此发生的任何费用应由卖方承担。在任何情况下，Accell 均不承担保持产品处于良好状态的责任。
- 7.5 Neither Accell's inspection / testing nor failure to inspect / test the Products or Services shall relieve Seller of any obligation or liability.
- 7.5 Accell 检查/测试或未检查/测试产品或服务不会免除卖方的任何义务或责任。
- 7.6 Any specifications referred to in the Agreement by Accell are deemed to be an integral part of the Contract and, if issued, Orders under the Contract.
- 7.6 Accell 在协议中提及的任何规格应视为合同和合同项下订单（如已发出）不可分割的一部分。
- 7.7 All the Products must comply with the Specifications where indicated. Any Products in accordance with the Specifications shall not be disclosed or quoted to a third party unless legally required.
- 7.7 所有产品必须符合规定的规格。符合规格的任何产品不得向第三方披露或报价，但依法要求的除外。
- 7.8 Seller shall consult with Accell in advance on any alteration in the quantity, quality, composition, properties or production method of the Products to be delivered (including their packaging) or performed. If no consultation takes place or Accell does not agree to the alteration, Accell will be entitled to fully or partially cancel the Contract or, if issued, Orders at no
- 7.8 卖方应就拟交付或实施的产品（包括其包装）的数量、质量、成分、特性或生产方法的任何变更与 Accell 提前协商。如果未进行协商或 Accell 不同意变更，Accell 有权全部或部分撤销合同或订单（如已发出），且 Accell 无需承担任何费用，且不影响卖方对变更、解除或撤销对 Accell 和第三方造成的所有损害的赔偿责任。

costs to Accell without prejudice to Seller's liability for all damage caused to Accell and third parties as a result of the alteration, dissolution or cancellation.

7.9 If Accell has agreed to the alteration, this merely means that, as regards the alteration, the Products need not conform to the specifications in the Contract, whereas this shall not affect the Seller's obligations to fulfill the obligations under these Conditions.

7.9 如果 Accell 已同意变更，则仅意味着就变更而言，产品无需符合合同中的规格，但这并不影响卖方履行合同条件下义务。

Article 8 Warranties

8.1 In addition to any other warranties, express or implied, Seller explicitly represents and warrants as follows:

- Seller warrants, without any verification by Accell being required, that it has all necessary permits and licenses or any other needed authorization to perform its obligations under the Contract and that all Products delivered or Services performed conform to the Contract shall be in all respects of sound materials and workmanship. This means that the Products (including their packaging) are fit, safe and suitable for use intended by Accell. In so far as the use intended by Accell is unknown to Seller, Seller shall obtain such information from Accell in writing beforehand.
- In addition Seller warrants the merchantability of the Products and that the Products conform to the agreed specifications and approved samples or analyses, if any, and that they are free from defects - including but not limited to faults in design, material and manufacturing - and, furthermore, that they comply with all applicable statutory requirements and all relevant environmental, health and safety guidelines and relevant industry standards, including the

第8条 保证

8.1 除任何其他明示或默示的保证外，卖方明确陈述并保证如下：

- 卖方保证，无需 Accell 进行任何验证，其拥有履行其在合同项下义务所需的所有许可和执照或任何其他所需的授权，且所有交付的产品或开展的服务均符合合同规定，在所有方面均为可靠的材料和工艺。这意味着，产品（包括其包装）符合、安全并适合 Accell 的预期用途。如果卖方不知晓 Accell 的预期用途，卖方应事先从 Accell 处获得该等书面信息。
- 此外，卖方保证产品的适销性，产品符合约定的规格和经认可的样品或分析（如有），不存在缺陷，包括但不限于设计、材料和生产方面的缺陷，此外，产品符合所有适用的法定要求、所有相关的环境、健康和安全管理指引及相关行业标准，包括交货国以及据卖方所知目的地的法律法规。

statutory rules and regulations of the country of delivery and, in so far as known to Seller, the country of destination.

- 8.2 Accell shall be entitled to reject or return any Products or Services that do not comply with the warranties mentioned in this article without bearing any liabilities therefrom.
- 8.3 Seller warrants that the Products delivered or Services performed do not constitute an infringement of intellectual property rights, including but not limited to patents, copyrights or trademarks, in the country of manufacture, the country of delivery, or the country of destination/use (the latter if and in so far as known to Seller), and that they do not infringe on any other third party's industrial rights. Seller undertakes vis-à-vis Accell and its customers that it shall fully indemnify Accell and its customers from third parties and fully reimburse any damage suffered by Accell and its customers as a result of such an infringement.
- 8.4 Accell may participate in the defense of any claim or suit arising hereunder without relieving Seller of any obligation or liability hereunder and Seller shall not enter into a settlement or other agreement that includes or imputes an admission of liability by Accell without Accell's prior written consent.
- 8.2 Accell 有权拒收或退还不符合本条中提及的的任何产品或服务并且不承担由此产生的任何责任。
- 8.3 卖方保证，所交付的产品或开展的服务在生产国、交货国或目的地国/使用国（据卖方所知包括后者）不构成对知识产权的侵犯，包括但不限于专利、版权或商标，且未侵犯任何其他第三方的工业产权。卖方向 Accell 及其客户承诺，卖方将就第三方对 Accell 及其客户的侵权向其作出全额赔偿，并全额赔偿 Accell 及其客户由于该等侵权而遭受的任何损害。
- 8.4 Accell 可参与对本协议项下发生的任何主张或诉讼的抗辩，且不解除卖方在本协议项下的任何义务或责任，且未经 Accell 事先书面同意，卖方不得与 Accell 达成包括或强制 Accell 承认责任的和解或其他协议。

Article 9 Force Majeure

- 9.1 Either party may, for the duration of the event, postpone the carrying out of its performance of the obligations under the Contract on account of an event occurring which the party could not reasonably anticipate or control and which prevents the performance of the obligation. Such event could be, but is not limited to war, riots, fire, floods, sabotage, import and export restrictions, government regulations and shortage of energy. However, for
- 9.1 在事件持续期间，如果发生了该方无法合理预见或控制的、妨碍义务履行的事件，任何一方可推迟履行其在合同项下的义务。该等事件可能是但不限于战争、暴动、火灾、水灾、蓄意破坏、进出口限制、政府规定和能源短缺。但是，为明确起见，如果因运输问题、人员生病、罢工和卖方业务或其任何供应商业务停滞而导致未能履行本协议项下的义务，则应归责于卖方。

第9条 不可抗力

the sake of clarity, failures shall be attributed to Seller if they are caused by transport problems, illness of personnel, strikes and stagnation in Seller's business or in the business of any of its suppliers.

- 9.2 A party shall as soon as possible, after the event constituting force majeure is considered to exist, inform the other party in an appropriate manner. The party claiming the benefit of this article 9 shall use all diligence to fulfil the obligations assumed under the Contract with the shortest delay possible.
- 9.3 Accell is entitled to cancel the Contract in the event the force majeure. Cancellation should be notified to the Seller in writing.
- 9.4 If due to an event of force majeure Accell or Seller is unable to fulfil its obligations under the Agreement for a term exceeding 30 (thirty) days, either party shall be entitled to terminate the Agreement by means of written notice against compensation at the pro rata price for works or services supplied or goods already delivered in circumstances where Accell keeps the goods or the benefit of the works or services delivered or if Accell has already paid for the goods.
- 9.2 在构成不可抗力事件被认为存在后，一方应尽快以适当方式通知另一方。主张受益于第 9 条的一方应尽一切努力以尽可能短的延迟履行本合同项下的义务。
- 9.3 在发生不可抗力的情况下，Accell 有权取消合同。应以书面形式通知卖方。
- 9.4 如果由于不可抗力事件，Accell 或卖方无法履行其在协议项下的义务超过三十（30）日，在 Accell 保留货物或已交付的工程或服务利益或 Accell 已支付货款的情况下，任何一方均有权通过书面通知的方式终止本协议，并要求按照已提供的工程或服务或已交付的货物的比例价格给予补偿。

Article 10 Liability and Indemnification

第10条 责任和赔偿

- 10.1 Seller shall be liable for every claim for damage resulting directly or indirectly from or related to Seller's non-performance of the Contract, its failure to perform timely or properly or its breach of any contractual or non-contractual obligation vis-à-vis Accell or third parties or of any applicable rules and regulations. In addition, Seller indemnifies Accell against any claims from third parties in respect of damage resulting directly or indirectly from or related to Seller's non-performance of
- 10.1 卖方应对因卖方不履行合同、未及时或适当履行或违反对 Accell 或第三方的任何合同或非合同义务或违反任何适用的规章制度而直接或间接导致的或与之相关的每项损害索赔承担责任。此外，卖方应就因卖方不履行合同、未及时或适当履行或违反对 Accell 或第三方的任何合同或非合同义务或违反任何适用的规章制度而直接或间接导致的或与之相关的任何第三方提起的任何损害索赔向 Accell 作出赔偿。

the Contract, its failure to perform timely or properly or its breach of any contractual or non-contractual obligation vis-à-vis Accell or third parties or of any applicable rules and regulations.

10.2 Seller guarantees the fulfillment of obligations by third parties on Seller's part (such as employees of Seller or third parties or their employees hired directly or indirectly by Seller) in the same way as it guarantees the fulfillment of its own obligations.

10.3 Seller shall be liable for all work done and Products supplied by all subcontractors and shall furnish Accell with copies of all subcontracts upon Accell's request at any time.

10.4 In no event shall Accell be liable for any lost revenues, lost profits, incidental losses, indirect or consequential losses and special or punitive damages.

10.2 卖方保证第三方（如卖方或第三方的雇员或卖方直接或间接雇用的雇员）履行义务的方式与卖方保证履行自身义务的方式相同。

10.3 卖方应对所有分包商已完成的所有工作和供应的产品承担责任，并应 Accell 在任何时间的要求向 Accell 提供所有分包合同的复印件。

10.4 在任何情况下，Accell 均不对任何收入损失、利润损失、偶然损失、间接或后果性损失及特殊或惩罚性损害承担责任。

Article 11 Confidentiality

11.1 Seller shall keep in strict confidence all business information, technical or commercial knowhow, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Seller by Accell and any other confidential information concerning Accell's business or its products which Seller may obtain and Seller shall restrict disclosure of such material to such of its employees, agents or sub-contractors as need to know.

11.2 All information shall remain Accell's property and no licenses or rights are granted in any such information and Seller shall promptly return to Accell or destroy all such materials and information, not retaining any copies thereof, upon Accell's demand.

第11条 保密

11.1 卖方应对 Accell 已向卖方披露的具有保密性质的所有商业信息、技术或商业专有技术、规格、发明、流程或行动方案以及卖方可能获得的关于 Accell 业务或产品的任何其他保密信息严格保密，卖方应仅向其需要知悉该等资料的员工、代理或分包商披露该等资料。

11.2 所有信息均归 Accell 所有，未授予卖方关于任何该等信息的任何许可或权利，经 Accell 要求，卖方应立即向 Accell 返还或销毁所有该等资料和信息，不得保留任何复印件。

11.3 Seller shall impose the same obligations of confidentiality to its employees, agents or sub-contractors.

11.4 The obligations of confidentiality in this Contract will survive termination of this Contract and will continue for a period of five (5) years after termination.

11.3 卖方应对其员工、代理或分包商规定相同的保密义务。

11.4 合同中的保密义务在合同终止后应继续有效，并在终止后五（5）年内继续有效。

Article 12 Intellectual Property Rights

12.1 Accell is entitled to all documents, drawings, specifications, calculations and other information carriers with respect to the performance of the activities of Seller under the Contract.

12.2 Accell shall be solely entitled to all intellectual property rights (including patents) created during the performance of the obligations under the Contract.

12.3 In case the intellectual property rights are with both Seller and Accell, Seller shall assure and guarantee that Accell has a full license to use these worldwide without any conditions for an indefinite period of time.

12.4 Seller assigns or shall cause to be assigned to Accell all right, title and interest to any and all such items and rights and to do everything necessary to perfect such rights and to protect Accell's interest therein.

第12条 知识产权

12.1 Accell 有权获得与卖方在本合同项下开展的活动相关的所有文件、图纸、规格、计算和其他信息载体。

12.2 Accell 对履行合同项下义务的过程中创造的所有知识产权（包括专利）享有独家权利。

12.3 如果知识产权由卖方和 Accell 共同拥有，卖方应确保并保证 Accell 拥有在全球范围内不带任何条件的完全许可，可以无限期地使用该等知识产权。

12.4 卖方应自行或促使他方向 Accell 转让任何和所有该等事项和权利的所有权利、权属和权益，并采取一切必要的措施完善该等权利，并保护 Accell 在该等权利中的权益。

Article 13 Assignment

13.1 Seller shall not assign the Contract in whole or in part nor shall Seller subcontract any part of the Contract without Accell's prior written consent, which shall not be unreasonably withheld.

13.2 Seller may, however, assign the Contract to a successor in ownership of all or substantially all its business assets, provided that such successor

第13条 转让

13.1 未经 Accell 事先书面同意，卖方不得全部或部分转让合同，亦不得分包合同的任何部分，该书面同意不得被无理由拒绝。

13.2 但是，卖方可将合同转让给拥有其全部或绝大部分业务资产所有权的继任人，前提是该继任人应以书面形式明确承担根据合同的条款和条件履行的义务。

shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Contract.

13.3 Accell may assign the Contract in whole or in part or subcontract a part of the Contract to any person, firm or company.

13.3 Accell 可将合同全部或部分转让，或将合同的一部分分包给任何个人、企业或公司。

Article 14 Insurance

14.1 Seller shall, at its own cost and at all times, be adequately insured with reputable insurers against the insurable risks under the Contract, amongst others but not limited to general liability, employers liability, product liability, property damage and business interruption. Upon request Seller shall provide certificates signed by the insurers as proof of insurance.

第14条 保险

14.1 卖方应始终自费向知名的保险公司就合同项下可保的风险进行充分的投保，包括但不限于一般责任、雇主责任、产品责任、财产损害和业务中断。经要求，卖方应提供由保险公司签署的保险凭证。

Article 15 Termination

15.1 If Seller defaults in any of its obligations under the Contract, or becomes insolvent, or has a receiver appointed of its business, or is compulsorily or voluntarily wound up, or if Accell in good faith believes that any of such events may occur, Accell shall be entitled at its discretion, and without prejudice to any other remedy, to suspend the performance of or terminate the Contract and in the event of termination to keep or take possession of any Products or of any items belonging to Accell and to enter any premises of Seller for that purpose.

第15条 合同终止

15.1 如果卖方不履行其在合同项下的任何义务，或变得资不抵债，或其业务被指定接管人接管，或被强制或自愿清盘，或者如果 Accell 善意地认为任何该等事件可能发生，Accell 有权自行决定，在不影响任何其他救济的情况下中止履行或终止本合同，并在终止时保留或占有任何产品或属于 Accell 的任何物品，并为该等目的进入卖方的任何场地。

15.2 If Accell terminates the Contract, Seller shall return to Accell all payments made and if Accell rejects any Products or Services Seller shall return all payments made for the rejected Products or Services. Where upon termination Accell elects to keep or take any Products, it shall account to Seller for them at a proportion of their price or

15.2 如果 Accell 终止合同，卖方应向 Accell 退还已支付的所有款项，如果 Accell 拒收任何产品或服务，卖方应向 Accell 退还就拒收的产品或服务支付的所有款项。如果终止后 Accell 选择保留或接收任何产品，Accell 应按照该等产品的价格或该等产品对 Accell 的价值（以较低者为准）向卖方支付相应比例的款项，否则，在终止或拒收时，不应向卖方支

their value to Accell, whichever is less, but otherwise no compensation shall be payable to Seller on termination or rejection.

付任何赔偿。

Article 16 Governing Law and Competent Court

16.1 The Contract and all ensuing agreements are governed by the laws of the country where the relevant Accell company has its registered office. Applicability of the United Nations Convention on contracts for the International Sale of Goods (CISG) is explicitly excluded. Any dispute arising from the Contract or from any ensuing further agreements shall be settled by the competent court of the place where the relevant Accell company has its registered office. The aforesaid does not affect Accell's right to submit the dispute to a court of law of a jurisdiction which would have been competent by law or under an international convention had this provision not been included, and to accord preference, if it elects, to application of the law in force in that jurisdiction.

第16条 适用法律和主管法院

16.1 合同及随后的所有协议受 Accell 相关公司注册地所在国的法律管辖。明确排除《联合国国际货物销售合同公约》（“CISG”）适用于合同。因合同或任何后续协议产生的任何争议应由 Accell 相关公司注册地所在国有管辖权的法院解决。上述规定不影响 Accell 将该等争议提交至如果本规定未被包括在内根据法律或国际公约即有管辖权的司法辖区的法院，并有权选择优先适用该司法辖区的有效法律。

Article 17 Code of Conduct for Suppliers

17.1 The Seller declares to be familiar with the content of Accell's Code of Conduct for Suppliers, which can be found on www.accell-group.com or asked for at Accell, and will execute this Contract in accordance with this Code.

17.2 In case the Seller is acting against this Code, Accell is entitled to cancel the Contract after having notified the Seller in writing about his actions against the Code and having given the Seller reasonable time to adjust his actions.

第17条 供应商行为准则

17.1 卖方声明其熟悉 Accell 《供应商行为准则》的内容（可在 www.accell-group.com 下载或向 Accell 索取），并将根据准则签署合同。

17.2 如果卖方违反准则行事，Accell 有权在书面通知卖方其违反准则的行为并给予卖方合理的时间调整其行为后取消合同。

Article 18 General

第18条 第18条 总则

18.1 These Conditions shall continue in full force and effect notwithstanding any termination or completion of the Contract.

18.1 即使合同终止或完成，本条件应持续完全有效。

18.2 If one or more provisions of these Conditions for some unknown reason cannot be put into force or become invalid, the other provisions shall remain in full force and effect. The closest possible interpretation of the intention of the provision involved shall then be used.

18.2 如果合同条款的一项或多项条款由于未知原因不能生效或失效，其他条款应持续完全有效。此时应使用对所涉条款目的最接近的解释。

18.3 Nothing in these Conditions shall prejudice any other conditions or warranty (express or implied) to which Accell may be entitled.

18.3 合同条款中的任何内容均不影响 Accell 可能享有的任何其他条款或保证（明示的或默示的）。

18.4 No failure or delay on the part of Accell to exercise any of its rights in respect of any default under the Contract by Seller, shall prejudice Accell's rights in connection with the same or any subsequent default.

18.4 Accell 一方未能或延迟行使其针对卖方在本合同项下的任何违约行为的任何权利，不应影响 Accell 针对相同或任何后续违约行为的权利。