

STANDARD TERMS OF PURCHASE**標準採購條款**

1. ACCEPTANCE OF TERMS. Supplier shall comply with all terms set forth herein and on the purchase order to which these terms are attached or are expressly incorporated by reference (including any specifications, samples, drawings and other documents referred to herein, transmitted via Buyer's electronic data exchange or on the purchase order) (collectively, this "**Order**"). This Order is an offer to purchase the goods and/or services (including any deliverables, which include but are not limited to any products, articles, apparatus, compound, composition, Embedded Software, and required Documentation) described herein (collectively, the "**Products**"). This Order shall not constitute an acceptance of any offer to sell, quotation or other proposal from Supplier, even if referred to in this Order. Unless otherwise stated on the face of this Order or in a separate written agreement between the parties, the terms herein shall prevail over conflicting terms. **ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS OF THIS ORDER. BUYER OBJECTS TO ANY TERMS AND CONDITIONS INCLUDED WITH SUPPLIER'S QUOTATION, ACKNOWLEDGMENT, WARRANTY STATEMENT, INVOICE OR OTHER DOCUMENT WHICH ARE ADDITIONAL TO OR DIFFERENT THAN THE TERMS OF THIS ORDER, AND SUCH ADDITIONAL OR DIFFERENT TERMS SHALL NOT BE PART OF THIS ORDER BETWEEN SUPPLIER AND BUYER. NO PRIOR PROPOSALS, QUOTATIONS, STATEMENTS, FORECASTS, COURSE OF DEALING OR USAGE OR TRADE WILL BE PART OF THIS ORDER.** This Order shall be irrevocably accepted by Supplier upon the earlier of Supplier's: (a) issuing any acceptance or acknowledgement of this Order; (b) delivering any Products ordered; or (c) commencement of the work called for by this Order, in any manner.

1. 接受條款。 供應商應遵守本文所載之所有條款，以及採購訂單（包括本文所載並透過買方的電子資料交換或採購訂單傳送的任何規格、樣本、圖紙及本文所載之其他文件；以下統稱為本「**訂單**」）中所附或明文援引之所有條款。本訂單為購買本文所述的商品及／或服務（涵蓋任何交付成果，包括但不限於任何產品、物品、設備、化合物、組合物、嵌入式軟件及所需文件，以下統稱為「**產品**」）之要約。即使本訂單引述供應商的任何出售、報價或其他提議的要約，亦不應構成對該等要約的接受。除非本訂單或雙方之間的個別書面協議中另有註明，否則在條款有所抵觸的情況下，概以本文之條款為準。**接受本訂單即明確接受本訂單條款的約束。買方拒絕接受供應商的報價、確認書、保證聲明、發票或其他文件對本訂單條款補充或變更之任何條款及細則，且該等補充或變更條款不應構成供應商及買方之間的訂單組成部分。任何先前的提議、報價、聲明、預測、交易過程、使用過程或營商過程均不屬於本訂單的一部分。** 供應商於以下任一條件發生後（以較早者為準）須不可撤銷地接受本訂單：(a) 供應商開具對本訂單的接收或確認函；(b) 供應商交付所訂購的任何產品；(c) 供應商以任何形式開始履行本訂單項下的義務。

2. PRICES, PAYMENTS AND QUANTITIES.**2. 價格、付款及數量。**

2.1 Prices. All prices are firm and shall not be subject to change. Supplier's price includes all: (a) packaging, labeling (including date of manufacture and bar code labeling), insurance, storage, handling, interest and service charges, crating or cartage and any other expenses; (b) shipment charges if Supplier does not utilize Buyer's designated carrier; and (c) taxes, fees and/or duties applicable to the Products purchased under this Order; provided, however, that any value added tax that is recoverable by Buyer, and any state and local sales, use, excise and/or privilege taxes, if applicable, shall not be included in Supplier's price but shall be separately identified on Supplier's invoice. If Supplier is legally obligated to pay value added and/or similar tax, Supplier shall invoice Buyer in accordance with applicable rules to enable Buyer to reclaim such tax. If Buyer is legally required to withhold taxes for which Supplier is responsible, Buyer shall deduct such taxes from payment to Supplier and provide Supplier a valid tax receipt in Supplier's name. If Supplier is exempt from or eligible for a reduced rate of withholding tax, Supplier shall provide to Buyer a valid tax residency certificate or other required documentation at least thirty (30) days prior to payment being due. Notwithstanding anything to the contrary, Supplier is responsible for all taxes based upon its real and personal property, gross receipts, business and occupation, and environmental tax fees, as well as those taxes based on Supplier's gross and/or net income.

2.1 價格。 所有價格均為固定價格，不得變更。供應商的價格包括所有：(a) 包裝、標籤（包括製造日期及條碼標籤）、保險、儲存、處理、利息及服務費、裝箱或運輸以及任何其他費用；(b) 運費（若供應商不使用買方指定的運輸公司）；(c) 適用於本訂單項下所購產品及／或服務的稅款、費用及／或關稅（但前提是，買方可就任何增值稅獲得退稅，且任何國家及地方的銷售稅、使用稅、消費稅及／或特權稅（如適用）不包含在供應商價格中，而是在供應商的發票中單獨列明）。若供應商有支付增值稅及／或類似稅款的法律義務，則供應商應按適用規則向買方開具發票，以便買方索回該等稅款。若買方須按法律要求預扣供應商應負責的稅款，買方應從支付予供應商的款項中扣除該等稅款，並以供應商的名義向供應商提供有效稅款收據。若供應商獲豁免預扣稅，或有資格獲得預扣稅的稅款寬減，則供應商應在付款到期前最少三十 (30) 天向買方提供有效的稅務居民證明或其他所需文件。即使有任何相反規定，供應商也應負責繳付所有基於其不動產和個人財產、總收入、業務和職業的稅款、環保稅，以及基於供應商總收入及／或淨收入的稅款。

2.2 Payment Terms.**2.2 付款條款。**

(a) **Standard Terms.** Unless otherwise stated on the face of this Order or restricted by applicable Law, the ordinary net date ("**Net Date**") shall be one hundred twenty (120) days after receiving from Supplier both the accepted Products and a correct corresponding invoice that complies with the terms of this Order. Unless otherwise stated on the face of this Order, all sums to be paid by Buyer under this Order will be in HKD.

(a) **標準條款。** 除非本訂單另有說明或受適用法律限制，否則一般淨日期（「**淨日期**」）應為收到供應商所提供之已驗收產品及符合本訂單條款規定之正確相應發票後一百二十 (120) 天。除非本訂單另有說明，否則買方根據本訂單支付之所有款項均以港幣為單位

(b) **Invoicing.** If requested by Buyer, settlement and invoicing shall be paperless and in a format acceptable to Buyer. Supplier's invoice must: (i) bear Buyer's Order number, the item number of such release, Buyer's part number(s) and revision number(s), invoice quantity, unit of measure, unit price, total invoice amount, and Supplier's name, phone number and address to which remittance should be sent, as well as such other information required by Law or Buyer; and (ii) be issued only after delivery in accordance with this Order has occurred, but not later than 120 days after Buyer's receipt of the Products and/or Supplier's completion of the services. Buyer shall be entitled to reject Supplier's invoice if it fails to include Buyer's Order number, is issued after the time set forth above or is otherwise inaccurate. Such rejection shall not entitle Supplier to suspend performance, and any resulting delay in payment or nonpayment shall be Supplier's responsibility. Supplier warrants that it is authorized to receive payment in the currency stated in this Order. No extra charges of any kind shall be allowed. Buyer may withhold total or partial payment until the Products conform to the requirements of this Order. Buyer's payment of an invoice shall not constitute its acceptance of the Products.

(b) **開具發票。**如經買方要求，結算和開具發票可採用無紙化形式，並以買方可接受的形式向買方提供。供應商的發票必須：(i) 載明買方的訂單編號、該版本的商品編號、買方的零件編號及修訂編號、發票數量、計量單位、單價、發票總金額以及供應商的名稱、電話號碼及收款人地址，以及法律或買方要求的其他資料；及 (ii) 僅在根據本訂單所作的交貨完成後開具，但不得遲於買方收到產品及／或供應商完成服務後 120 天。若供應商的發票未有載明買方的訂單編號、在上述時間之後開具或存在其他不準確之處，則買方有權拒絕該等發票。如買方拒絕該等發票，供應商並無權暫停履約，且若因此延遲付款或沒有付款，責任均應由供應商承擔。供應商保證自身有權以本訂單所述的貨幣收款。不得收取任何類型的額外費用。買方可以暫扣全部或部分貨款，直至產品符合本訂單的要求。買方支付發票款項，並不表示其接受相關產品。

(c) **Set Off.** Buyer shall be entitled at any time to set-off any and all amounts owed by Supplier to Buyer or an Affiliate (defined herein) on this or any other order. "Affiliate" for purposes of this Order shall mean, with respect to Buyer, any entity, including, any individual, corporation, company, partnership, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Buyer.

(c) **抵銷。**買方有權隨時以供應商對買方或關聯企業（如下定義）欠付的任何及所有款項，抵銷本訂單或任何其他訂單項下的付款。就本訂單而言，「**關聯企業**」是指，在買方方面，直接或透過一個或多個中介機構間接控制買方、受買方控制或共同控制的任何實體，包括任何個人、企業、公司、合夥企業、有限責任公司或集團。

2.3 Quantities.

2.3 數量。

(a) **Forecasting.** Buyer may utilize a web-based portal through which Buyer will send forecasts and Orders to Supplier (the "GESP"). The forecasts, as well as Product lead time/s and fixed lot ordering quantities ("FLOQ"), may be communicated via the GESP's forecast download tool ("FDT") or such other Buyer-issued communications. Notwithstanding anything to the contrary, all Product purchase forecasts are not binding in any way on Buyer. Buyer may modify any Product purchase forecasts at any time in its sole discretion. Orders (including blanket releases) may be communicated via the GESP or such other written Buyer-issued communications. Buyer will provide initial training on the use of the GESP, including the FDT. Buyer and Supplier will mutually agree in writing on the FLOQ and lead time requirements. Except as agreed herein, agreed to lead time values for individual Products and the forecast will be posted by Buyer on the FDT. Supplier shall access the GESP on a daily basis in order to: (i) determine whether Buyer has issued any new Orders that day; and (ii) provide the written acknowledgement of Order receipt through entering a promise date for delivery; and (iii) review any changes to existing Orders and provide written acknowledgement of the change through entering a new promise date for delivery. Supplier shall access GESP: (a) when Supplier is ready to ship Product; and (b) to process an advanced shipping notice and bar code for every product shipment. Requests by Supplier to adjust lead time, minimum order quantity or average weighted terms should be submitted utilizing GESP. Buyer will provide written GESP instructions, information and links to Supplier upon request.

(a) **預測。**買方可以使用網上平台（「GESP」），向供應商發送預測及訂單。買家可透過 GESP 的預測下載工具（「FDT」）或其他買方發出的通訊，傳送預測、產品交貨時間及固定批量訂購數量（「FLOQ」）。即使有任何相反規定，所有產品購買預測對買方並無任何約束力。買方可隨時自行決定修改任何產品購買預測。買家可透過 GESP 或買方發出的其他書面通訊傳送訂單（包括綜合訂單）。買方將就使用 GESP 提供初步培訓，當中包括 FDT 的使用方法。買方與供應商雙方將書面協定 FLOQ 及交貨時間要求。除非本文另有協定，否則個別產品的協定交貨時間值及預測將一律由買方在 FDT 上發佈。供應商應每天存取 GESP，以便：(i) 確定買方當天有否發出任何新訂單；及 (ii) 輸入交貨承諾日期，從而就接收訂單作出書面確認；及 (iii) 檢閱對現有訂單的任何變更，並輸入新的交貨承諾日期，從而就變更作出書面確認。供應商應在以下情況存取 GESP：(a) 在供應商準備好寄送產品之時；及 (b) 出於為每次產品發貨處理提前發貨通知及條碼之目的。若供應商需要調整交貨時間、最低訂購數量或加權平均條款，應使用 GESP 提交該等要求。買方將應要求向供應商提供書面 GESP 說明、資料及連結。

The GESP allows Supplier to access the tools used by Buyer, such as supplier registration and profile maintenance, that optimizes Buyer communications with its suppliers. The GESP also contains the primary database in which Buyer maintains its supplier information. Supplier will register with the GESP and ensure that complete, current, and accurate information (including, but not limited to, Supplier's capabilities, compliance certification status, headquarters information, facility addresses, and functional facility contacts for all Supplier facilities engaged directly or indirectly in any activities pertaining to any of the Products, including, but not limited to, the design, production, storage and/or supply thereof) is entered into the GESP. Supplier agrees to annually review and update Supplier's information on the GESP to assure completeness and accuracy, and promptly update as needed throughout the Term when changes occur within Supplier's organization that result in the then-current Supplier-related information accessible on the GESP no longer being current, complete, or accurate. Buyer will provide written GESP instructions, information and links to Supplier upon request.

GESP 允許供應商存取買方使用的工具，例如供應商註冊及檔案維護，以完善買方與其供應商的溝通。GESP 亦包括買方用以維護其供應商資料的主要資料庫。供應商將會完成 GESP 註冊，並確保提供完整、最新且準確的資料（包括但不限於供應商的能力、合規認證狀態、總部資料、設施地址，以及所有直接或間接參與任何有關產品的活動之供應商設施的功能性設施聯絡方法，其中該等活動包括但不限於其設計、生產、儲存及／或供應）均已輸入 GESP。供應商同意每年審視及更新其在 GESP 上的資料，以確保有關資料完整且準確，以及同意在整個期間，如因供應商組織內部發生變化而導致當時在 GESP 上存取的資料不再是最新、完整或準確之時，根據需要及時更新資料。買方將應要求向供應商提供書面 GESP 說明、資料及連結。

(b) **General.** Buyer is not obligated to purchase any quantity of Products except for such quantity(ies) as may be specified by Buyer either on the Order or on a separate written release issued by Buyer pursuant to the Order. Supplier shall not make material commitments or production arrangements in excess of Buyer's specified quantities and/or in advance of the time necessary to meet Buyer's delivery schedule. Should Supplier do so, any resulting exposure shall be for Supplier's account. Products delivered to Buyer in excess of Buyer's specified quantities and/or in advance of schedule may be returned to Supplier at Supplier's risk, and Supplier shall be responsible for all related costs and expenses incurred by Buyer.

(b) **一般條款。**除非買方在採購訂單或買方根據本訂單出具的單獨書面通知中明確指定特定數量，否則買方沒有義務購買任何數量的產品。供應商不應以超出買方指定的數量及／或在滿足買方的交貨時間表的所需時間之前作出實質承諾或安排生產，否則任何由此產生的風險均由供應商承擔。超出買方指定數量的產品及／或提前向買方交付的產品可退回給供應商，相關風險由供應商自行承擔，且供應商應承擔由買方產生的所有相關成本和開支。

(c) **Last Time Buy.** If Supplier or its sub-tier suppliers or subcontractors (“**Subcontractor(s)**”) plan to cease supply or production of any Products purchased hereunder and/or necessary for the production/provision of Products hereunder within two (2) years from the date of this Order, or of any Parts after the ten-year period as detailed in Section 2.3(d) below, (“**Discontinued Products**”), then Supplier shall provide Buyer with eighteen (18) months advance written notice of such event and utilize Buyer's Supplier Change Request process so that Buyer may issue an Order(s) for a “last-time” buy from Supplier for such Discontinued Products. The foregoing shall not operate to waive any rights or remedies available to Buyer in contract, at law or in equity.

(c) **最後購買。**若供應商或其次級供應商或分包商（「**分包商**」）計劃在自本訂單之日起兩（2）年內停止供應或生產根據本協議購買的任何產品及／或生產／提供產品所需的任何零件，或如下文第 2.3(d) 節詳述的十年限期後停止供應或生產任何零件（「**停產產品**」），則供應商應提前十八（18）個月書面通知買方，並利用買方的供應商變更要求流程來讓買方就該等停產產品向供應商發出「最後」購買訂單。上述規定不得視作買方放棄在合約、法律或衡平法中可獲得的任何權利或補償。

(d) **Aftermarket Supply.** Replacement parts, field replacement units, spares, and modules for Products purchased by Buyer are for the purpose of this Section defined as “**Parts**” and are considered “**Products**” under this Order. Supplier will maintain for fifteen (15) years from the last shipment of a Product purchased by Buyer under this Order, or such longer period agreed by the parties, the capability to: (i) repair, and supply Parts for, the Products; (ii) make such repair services and Parts available to Buyer and its customers; and (iii) furnish all Documentation, Parts, service tools, and instruments necessary to effectively service and repair the Products. Supplier shall continue to supply such Parts past the fifteen-year period if Buyer orders at least ten (10) Parts per year following such fifteen-year period. The price for any Part purchased in the first two (2) years of the fifteen-year period shall not exceed those prices in effect at the time production of the Product(s) ceases, and no set-up charges shall be permitted by Supplier or paid by Buyer during this two-year period. Thereafter, the price for the Parts shall be negotiated based on Supplier's actual cost of production of such Parts plus any special packaging costs. No minimum order requirements for Parts shall apply. After the end of the ten-year period, Supplier shall continue to maintain in good working condition all Supplier-owned tooling required to produce the Parts and shall not dispose of such tooling without offering Buyer the right of first refusal to purchase such tooling.

(d) **修配零件供應。**就本節而言，買方購買的產品之替換零件、現場替換組件、後備零件及模組的定義為「**零件**」，且屬於本訂單下的「**產品**」。供應商應在買方根據本訂單購買的產品最後一次出貨後十五（15）年內或雙方同意之更長期限內保持以下能力：(i) 維修產品並提供零件；(ii) 向買方及其客戶提供此類維修服務及零件；(iii) 提供有效保養及維修產品所需之所有文件、零件、維修工具及儀器。若買方在上述十五年期限之後每年訂購最少十（10）個零件，則供應商應在此十五年過後繼續供應該等零件。在此十五年的首兩（2）年內購買之任何零件價格不得超過產品停止生產時的有效價格，且在這兩年期間，供應商不得收取設置費用，而買方亦不需支付該等費用。其後，零件的價格可根據供應商生產該等零件的實際成本加上任何特殊包裝成本進行協商。零件並不設最低訂購要求。在此十年過後，供應商應繼續將其用於生產零件的工具保持在良好的運作狀態，且若未向買方提供行使優先購買權購買該等工具的機會，供應商不得處置該等工具。

3. DELIVERY AND TITLE PASSAGE.

3. 交貨及擁有權轉移。

3.1 **Delivery.** Time is of the essence of this Order. Supplier agrees to notify Buyer immediately in writing if Supplier has any reason to believe that any quantities of Products will not be delivered or completed as ordered, and/or any shipment will not be made as scheduled. If any shipment of Products is not made in time for delivery on the date and in the quantities set forth in this Order or Supplier fails to deliver all the Products and related Documentation and/or complete the services as scheduled, Buyer may: (i) require delivery by fastest method at Supplier's cost; (ii) return to Supplier some or all of the Products in said shipment at Supplier's risk and expense (including all freight, warehousing, handling, shipping, and transportation costs); (iii) purchase substitute goods and services from a third party and charge Supplier with the increased difference in cost thereof (if any); (iv) direct Supplier to make an expedited shipment of additional or replacement Products, with the cost of the expedited shipment to be paid by Supplier; and/or (v) recover all damages it incurs as a result of Supplier's failure to perform as scheduled.

3.1 交貨。本訂單協定的時間極其重要。供應商同意，若供應商有任何理由認為無法按訂單交貨或完成任何數量的產品，及／或任何付運無法如期完成，則需立即以書面形式通知買方。若任何產品未有按本訂單規定的日期和數量及時交付，或供應商未能按計劃交付所有產品和相關文件及／或完成服務，買方可以：(i) 要求以最快的方式交貨，費用由供應商承擔；(ii) 將上述付運中的部分或全部產品退回給供應商，風險和開支（包括所有運費、倉儲、裝卸、付運和運輸成本）由供應商承擔；(iii) 從第三方購買替代商品和服務，並向供應商收取增加的成本差額（如有）；(iv) 指示供應商加急裝運額外或替換產品，加急裝運的費用由供應商支付；及／或 (v) 賠償因供應商未能按計劃履行而招致的所有損失。

3.2 Transportation & Title Transfer.

3.2 運輸和擁有權轉移。

(a) Transportation. Supplier will comply with Buyer's transportation and routing guidelines as communicated to Supplier via the GESP or as otherwise communicated by Buyer in writing. Any exceptions by Supplier must be approved in advance and in writing by Buyer on a per shipment basis. Unless otherwise specified by Buyer in writing, Supplier agrees: (i) to use Buyer's designated carrier (as identified in Buyer's transportation and routing guidelines) in the shipment of all Products, and (ii) such designated carrier will bill its transportation charges directly to Buyer. Buyer will not pay any other transportation charges, unless authorized by Buyer in advance and in writing. If Supplier ships Products by a method or carrier without Buyer's prior written authorization or fails to comply with any such Buyer specification and other requirements, Supplier will pay all costs pertaining thereto, including all freight, warehousing, handling, shipping, and transportation costs. Supplier will release rail or truck shipments at the lowest valuation permitted and will not declare value on Products shipped.

(a) 運輸。供應商將遵守買方透過 GESP 傳送予供應商或買方以書面形式另行通知的運輸和路線指示。供應商的任何例外情況必須事先得買方的書面批准，並以每批貨物為基礎。除非買方另有書面規定，否則供應商同意：(i) 使用買方指定的運輸公司（如買方的運輸和路線指示中所述）付運所有產品，並且 (ii) 該指定運輸公司將直接向買方收取運輸費用。除非買方事先書面授權，否則買方不會支付任何其他運輸費用。若供應商使用在未經買方事先書面授權的方式或運輸公司付運產品，或未能遵守買方的任何此類規範和其他要求，則供應商需支付與此相關的所有費用，包括所有運費、倉儲、裝卸、付運和運輸成本。供應商將以可行範圍內的最低估價發出鐵路或卡車貨物，並且不會申報已付運產品的價值。

(b) Title Passage. Title to the Products shall pass from Supplier to Buyer at the same point that risk of loss transfers from Supplier to Buyer per the applicable Incoterm. Notwithstanding the foregoing, if Buyer's designated carrier is not utilized or Incoterm is not applied in this Order, title and risk of loss will pass to Buyer when the Products are delivered to Buyer's receiving docks or other receiving places designated by Buyer. Products delivered to Buyer in advance of schedule may be returned to Supplier at Supplier's expense. Buyer may specify contract of carriage and named place of delivery in all cases. Each shipment made by Supplier will include a packing list containing the PO number, Buyer product identification and part number, quantity shipped, date of shipment, country of origin, product weight, and such other information required by applicable Law and/or Buyer.

(b) 擁有權轉移。產品的擁有權應與損失風險根據適用的《國貿條規》（Incoterm）從供應商轉移給買方時一併轉移。儘管有上述規定，若供應商未有使用買方指定的運輸公司或對於不適用《國貿條規》（Incoterm）的訂單，擁有權和損失風險將會於產品交付至買方的收貨碼頭或買方指定其他交貨地點時轉移給買方。提前交貨給買方的產品可能會退回予供應商，費用由供應商承擔。在所有情況下，買方均可指定運輸合約和指定的交貨地點。供應商發出的每批貨物皆需包括一份裝箱單，其中載有採購訂單編號、買方產品識別和零件編號、發貨數量、發貨日期、原產地、產品重量以及適用法律及／或買方要求的其他資料。

3.3 Force Majeure.

3.3 不可抗力。

(a) Except as otherwise provided in Section 3.3(b) of this Order, any delay or failure of a party hereto to perform its obligations hereunder will be excused if and to the extent that it was directly caused by an event or occurrence beyond such party's reasonable control and without its fault or negligence ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, actions by any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, acts of terrorism, or court injunction or order. A party claiming Force Majeure must provide the other party with written notice of such delay (including the anticipated duration of the delay) within ten (10) days of the occurrence of Force Majeure. During the period of such delay or failure to perform by Supplier, Buyer may acquire substitute or replacement items from one or more alternative sources, and in such event, there may be a proportionate reduction of the quantity of Products required from Supplier and Buyer will not be liable in any way for such reductions. Notwithstanding the foregoing, (i) Supplier shall use all reasonable efforts to mitigate and ameliorate the adverse effects thereof, and the delivery date shall not be extended pursuant to this Section to the extent that such efforts, if made, would have mitigated or ameliorated such adverse effects, (ii) the delivery date shall not be extended pursuant to this Section to the extent that delivery was due before the occurrence of the Force Majeure event and such delivery reasonably could have been performed when originally due. If the delay lasts more than thirty (30) days, or if Supplier does not provide adequate assurances that the delay will cease within thirty (30) days, Buyer may terminate this Order upon written notice and any funds pre-paid by Buyer will be refunded by Supplier within ten (10) business days of said termination.

(a) 除非本訂單第 3.3(b) 節另有規定，否則如任何一方延遲或未能履行其在本訂單項下的義務，而在一定程度上是由超出該方合理控制的事件直接造成，且其並無過失或疏忽（「不可抗力」），則無需因此承擔任何責任。不可抗力包括但不限於天災、任何政府機構的行為（無論有效與否）、火災、洪水、風暴、爆炸、暴動、自然災害、戰爭、破壞、恐怖主義行為或法院禁令或命令。主張不可抗力的一方必須在不可抗力發生後十 (10) 天內向另一方提供此類延期的書面通知（包括預計的延期持續時間）。在供應商延期或未能履行義務期間，買方可以從一個或多個替代來源獲得替代品或替換品。在此情況下，供應商所需的產品數量可能會相應減少，而買方不需以任何方式為訂貨數量減少承擔責任。儘管有上述規定，(i) 供應商應盡一切合理努力減輕和改善其不利影響，而且若做出該等努力將減輕或改善該等不利影響，則不得根據本節延長交貨日期。(ii) 如交貨日期應在不可抗力事件發生之前到期，且供應商可於原先約定日期合理地履行該

等交貨程序，則不得根據本節延長交貨日期。若延期持續超過三十 (30) 天，或者若供應商未有提供足夠的保證延期將於三十 (30) 天內停止，買方可以書面通知終止本訂單，並且供應商將於上述訂單終止後十 (10) 個工作日內退還買方預付的任何金額。

(b) Notwithstanding anything in this Order to the contrary, no delay or failure of Supplier to perform its obligations hereunder will be excused if and to the extent that it is caused by: (i) labor problems of Supplier and/or its Subcontractors, such as, by way of example and not by way of limitation, lockouts, strikes, and slowdowns, or (ii) the inability of Supplier and/or its Subcontractors to obtain power, materials, labor, equipment, or transportation. Items (i) and (ii) above in this Section 3.3(b) of this Order do not constitute Force Majeure for purposes of this Order. In addition, market conditions and/or fluctuations (including, without limitation, a downturn of Supplier's business) shall not be deemed Force Majeure events. In no event shall Supplier be entitled to any price adjustment, compensation or other financial relief under this Order as a result of Force Majeure.

(b) 即使本訂單中有任何相反規定，供應商延遲或未能履行其在本訂單項下的義務，且在一定程度上是由以下原因造成，則需承擔相關責任：(i) 供應商及／或其分包商的勞工問題，例如但不限於停工、罷工和怠工，或 (ii) 供應商及／或其分包商無法獲得電力、材料、勞動力、設備或運輸。本訂單第 3.3(b) 節中前述的 (i) 和 (ii) 項並不構成本訂單所指的不可抗力。此外，市場狀況及／或波動（包括但不限於供應商業務下滑）不應被視為不可抗力事件。在任何情況下，供應商均無權因不可抗力而根據本訂單獲得任何價格調整、補償或其他財務支援。

4. PACKAGING & DOCUMENTATION.

4. 包裝及文件。

4.1 *Packaging.* Supplier is responsible, at its own expense, for: (i) the safe and suitable packaging and labeling of the Products; (ii) complying with the Global Packaging Requirements, located at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> (the “**Global Packaging Requirements**”), which Supplier acknowledges it has read, and (iii) complying with all applicable Laws relating to the packaging, labeling, and carriage of the Products in the countries of manufacture, shipment, transit, and/or destination. Unless Buyer otherwise agrees in writing, Buyer will not accept partial shipments of Products ordered. Supplier shall utilize returnable and reusable product containers where justified.

4.1 *包裝。* 供應商應自費負責：(i) 產品的安全和合適的包裝和標籤；(ii) 應商確認已閱讀及遵守位於 <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> 的全球包裝要求（「**全球包裝要求**」），並且 (iii) 遵守與產品製造、付運、運輸及／或目的地國家／地區包裝、標籤和運輸有關之所有適用法律。除非買方另有書面同意，否則買方將不接受訂購產品分批付運。供應商應在合理情況下使用可回收和可重複使用的產品容器。

4.2 *Documentation.* Where applicable, Supplier will promptly deliver to Buyer at no additional charge a complete set of reproducible master copies of all Documentation. The Documentation, including all master copies thereof, will be provided in a format and language acceptable to Buyer. If any change in a Product requires a change in the Documentation, Supplier will promptly notify Buyer of the change, and provide at no charge to Buyer a reproducible master copy of the revised Documentation without charge. All such revised master copies will comply with the formatting and language requirements specified above. Buyer may modify the Documentation formatting and language requirements upon written notice to Supplier. “**Documentation**” means all Product-related information, including user manuals, drawings, schematics, design history files, labels, functional descriptions, Products descriptions, instructions, operator aids, promotion material, videos, and spare part lists, as well as all documentation pertaining to theories of operation, service troubleshooting diagnostics, testing protocols, and instructions necessary for the use, installation, manufacture, operation, maintenance, and repair of the Products. The term “Documentation” also includes all revised versions of any of the foregoing that are created or provided by Supplier.

4.2 *文件。* 在適用的情況下，供應商將及時向買方免費提供所有文件的一套完整可複製主副本。文件（包括其所有主副本）將以買方可接受的格式和語言提供。若產品的任何變更需要對文件進行變更，供應商將及時通知買方該變更，並向買方免費提供修訂文件之可複製主副本。所有此類修訂後的主副本需符合上述格式和語言要求。買方可在書面通知供應商後修改文件格式和語言要求。「**文件**」是指所有與產品相關的資料，包括用戶手冊、圖紙、示意圖、設計歷史文件、標籤、功能描述、產品描述、說明、操作指南、宣傳材料、影片和後備零件清單，以及所有文件與產品的使用、安裝、製造、操作、維護和維修所需的操作理論、服務故障排除診斷、測試協議和說明有關。「**文件**」一詞亦涵蓋由供應商建立或提供的任何上述內容之所有修訂版本。

5. CHANGES.

5. 變更。

5.1 *Buyer Changes.* Buyer may at any time make changes within the scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) method of shipment or packing; (c) place and time of delivery; (d) amount of Buyer's furnished property; (e) quality; (f) quantity; or (g) scope or schedule of Products. Supplier shall not proceed to implement any change until such change is provided in writing by Buyer. If any changes cause an increase or decrease in the cost or schedule of any work under this Order, an equitable adjustment shall be made in writing to the price and/or delivery schedule as applicable. Any Supplier claim for such adjustment shall be deemed waived unless asserted within 10 days from Supplier's receipt of the change or suspension notification and may only include reasonable, direct costs that shall necessarily be incurred as a direct result of the change.

5.1 *買方變更。* 買方可隨時在本訂單範圍內對以下任何一項或多項進行變更：(a) 圖紙、設計或規格；(b) 付運或包裝方法；(c) 交貨地點和時間；(d) 買方提供的財產數量；(e) 質素；(f) 數量；(g) 產品的範圍或時間表。在買方以書面形式作出任何變更之前，供應商不得開始實施任何變更。若任何變更導致本訂單項下任何工作的成本或需時增減，則應以書面形式對價格及／或交貨時間表進行合理調整（如適用）。除非供應商在收到變更或暫停通知後的 10 天內提出，否則應視作供應商放棄對該等調整的索償，並且當中只能包括因變更而直接導致必然產生的合理直接成本。

5.2 Supplier Changes. Changes proposed by Supplier, including material, process, or software changes, which may affect form, fit, function, reliability, serviceability, performance, approved part quality plans, functional interchangeability, regulatory compliance, safety, options or spare parts interchangeability or interface capability of a Product must be submitted utilizing Buyer's change notice system along with a written change notice, for Buyer's prior written approval. This may include changes in sources of material and components, product discontinuation, changes in manufacturing processes, test procedures, manufacturing locations, relocation or replacement of equipment and any similar changes that are anticipated by Subcontractors. No such change shall occur until Buyer has approved the change in writing, and Products affected by any such changes shall not be delivered to Buyer until Supplier has received written approval for the changes from Buyer. Supplier shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer. Changes proposed by Supplier to adjust lead time, minimum order quantity or average weeks to transport should be submitted utilizing the GESP.

5.2 供應商變更。供應商提出的變更，包括材料、流程或軟件變更，如有機會影響產品的形式、配合、功能、可靠性、可維護性、性能、批准的零件質素計劃、功能互換性、法規遵從性、安全性、選項或備件互換性或配合能力，則須使用買方的變更通知系統提交，並連同書面變更通知，以供買方事先書面批准。這可能包括材料和組件來源的變化、產品停產，以及製造過程、測試程序、製造地點的變化、設備搬遷或替換及分包商預期的任何類似變化。在買方書面批准變更之前，不得實施該等變更，並且在供應商收到買方對變更的書面批准之前，不得將受任何該等變更影響的產品交付給買方。供應商應負責獲取、填寫和提交有關任何和所有變更的適當文件，包括遵守買方發出的任何書面變更程序。供應商應使用 GESP 提交有關調整交貨時間、最低訂購數量或平均運輸週數的變更。

5.3 Transfer of Manufacturing Facility. Supplier shall manufacture the Products only at the Supplier manufacturing facility that has been approved and qualified by Buyer in writing. In the event Supplier desires to transfer the manufacturing facility for the Products, Supplier shall provide not less than eighteen (18) months advance written notice to Buyer, and Buyer will thereafter undertake the process of qualifying the Supplier's proposed manufacturing site. Supplier will bear sole responsibility for funding all reasonable, documented and out of pocket costs associated with the transfer of Products to a different manufacturing facility. These costs shall include: (i) Buyer's travel and time to qualify the proposed manufacturing site, (ii) Buyer manufacturing verification and validation (including non-recurring engineering costs (NRE) tied to qualification of materials); and (iii) all Buyer's Property transfer costs associated with such transfer.

5.3 製造設施轉移。供應商只能在經買方書面批准且認證的供應商製造工廠內生產產品。若供應商有意轉移產品的製造設施，應提前不少於十八 (18) 個月向買方提供書面通知，買方隨後將著手對供應商擬議的製造地點進行資格認證。供應商將全權承擔將產品轉移到不同製造工廠相關的所有合理、有據可查和自付的費用。該等費用應包括：(i) 買方對擬議的製造地點進行資格認證的交通費和時間、(ii) 買方製造認證和確認（包括與材料資格相關的非經常性工程成本 (NRE)）；及 (iii) 與該等轉移相關的所有買方財產轉移費用。

5.4 Suspension. Buyer may at any time, by notice to Supplier, suspend performance of all or any part of the work under this Order for such time as it deems appropriate. Upon receiving notice of suspension, Supplier shall promptly suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies and equipment Supplier has on hand for performance. Upon Buyer's request, Supplier shall promptly deliver to Buyer copies of outstanding purchase orders and subcontracts for materials, equipment and/or services for the work and take such action relative to such purchase orders and subcontracts as Buyer may direct. Buyer may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Supplier shall resume diligent performance on the specified effective date of withdrawal. All claims for increase or decrease in the cost of or the time required for the performance of any work caused by suspension shall be pursued pursuant to, and consistent with, Section 5.1 above.

5.4 暫停。買方可隨時通知供應商，在其認為適當的時間內暫停執行本訂單項下的全部或任何部分工作。收到暫停通知後，供應商應在指定的範圍內立即暫停工作，妥善照顧和保護所有正在進行的工作，以及供應商手頭上的履約材料、用品和設備。根據買方的要求，供應商應立即向買方提供尚未完成的採購訂單和材料、設備及／或服務分包合約的副本，並按照買方的指示，採取與該等採購訂單和分包合約相關的行動。買方可隨時透過書面通知撤銷對全部或部分暫停工作，並指明撤銷的生效日期和範圍。供應商應在指定的撤銷生效日期恢復勤勉履約。如因暫停而導致任何工作的成本或需時增減，所有相關要求均應根據並遵循上述第 5.1 節提出。

6. INSPECTION/TESTING AND QUALITY.

6. 檢查／測試及質素。

6.1 Inspection/Testing. In order to assess Supplier's work quality and/or compliance with this Order, upon reasonable notice by Buyer all: (a) goods, materials and services related to the Products purchased hereunder, including, raw materials, components, assemblies, work in process, tools and end products shall be subject to inspection and test by Buyer, its customer, representative or regulatory authorities at all places, including sites where the Products are made or located or the services are performed, whether at Supplier's premises or elsewhere; and (b) of Supplier's facilities, books and records relating to this Order shall be subject to inspection and audit by Buyer or its designee. In addition, if Buyer, as the manufacturer of CE-marked medical devices designates Supplier as a critical supplier, the Supplier shall be subject to inspection without prior notice by third party auditors as required by regulatory authorities. If any inspection, test, audit or similar oversight activity is made on Supplier's or its Subcontractors' premises, Supplier shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the inspectors and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of the inspectors while they are present on such premises, including, where requested by an inspector for safety-related concerns, stopping all activities immediately. If, in the opinion of an inspector, the safety, health or security of the inspectors on such premises may be imperiled by local conditions, Buyer or its designee, its Affiliates and/or its or their relevant customers may remove some or all of their personnel from the premises, and Buyer shall have no responsibility for any resulting impact on Supplier or its Subcontractors. Supplier agrees to cooperate with such audit and inspection, including completing and returning questionnaires and making available its knowledgeable representatives. Buyer's inspection or failure to inspect or reject or detect defects by inspection shall not relieve Supplier from its responsibilities under this Order nor impose liabilities on Buyer.

6.1 檢查/測試。為評估供應商的工作質素及/或遵守本訂單的規定，經買方合理通知，所有：(a) 與本訂單項下購買的產品相關之貨品、材料和服務，包括原材料、組件、零部件、在製品、工具和最終產品，均應接受買方、其客戶、代表或監管機構在所有地點進行檢查和測試，該等地點包括製造產品、產品所在或履行服務的地方，無論該處是供應商的場所還是其他地點；及 (b) 與本訂單有關的供應商設施、賬簿和記錄，均應由買方或其指定人員進行檢查和審計。此外，若買方作為擁有歐洲合格認證 (CE) 的醫療器械製造商，將供應商指定為關鍵供應商，則供應商則按照監管機構的要求接受第三方審核人員的檢查，恕不另行通知。若在供應商或其分包商的場所進行任何檢查、測試、審計或類似的監督活動，供應商應在不收取額外費用的情況下：(i) 為檢查人員的安全和便利提供一切合理的措施和協助，及 (ii) 採取一切必要的預防措施並實施適當的安全程序，以確保檢查人員在該等場所時的安全，包括在檢查人員出於安全考慮提出要求時，立即停止所有活動。若檢查人員認為，檢查人員在該等場所的安全、健康或保安可能受到當地條件的威脅，則買方或其指定人員、其關聯公司及/或其相關客戶可將其部分或全部人員撤離該等場所，且就由此對供應商或其分包商造成的影響，買方無需承擔任何責任。供應商同意配合此類審計和檢查工作，包括填寫和交回問卷，並安排具備相應知識的代表參與。買方未能檢查或者拒絕檢查或未通過檢查發現瑕疵，均不使得供應商免於承擔其在本訂單項下的責任，亦不應使買方承擔責任。

6.2 Quality.

6.2 質素。

(a) Quality Requirements. When requested by Buyer, Supplier shall promptly submit real-time production and process data (“**Quality Data**”) in the form and manner requested by Buyer. Supplier shall provide and maintain an inspection, testing and process control system (“**Supplier’s Quality System**”) covering the Products provided hereunder that is acceptable to Buyer and its customer and complies with ISO or a comparable standard, applicable regulatory requirements, Buyer’s quality policy, quality requirements in this Order and/or other quality requirements that are otherwise agreed to in writing by the parties, including, if applicable, the Supplier Quality Requirements document separately executed by the parties and incorporated herein by reference (collectively, “**Quality Requirements**”). Acceptance of Supplier’s Quality System by Buyer does not alter Supplier’s obligations and/or liability under this Order, including Supplier’s obligations regarding its Subcontractors. If Supplier’s Quality System fails to comply with the terms of this Order, Buyer may require additional quality assurance measures at Supplier’s expense necessary to meet Buyer’s Quality Requirements. Such measures may include Buyer requiring Supplier to install Buyer approved third party quality auditor(s)/inspector(s) at Supplier’s facility(ies) to address the deficiencies in Supplier’s Quality System or other measures or requirements that may be specified in Buyer’s Quality Requirements or otherwise agreed upon by the parties in writing. Supplier shall keep complete records relating to Supplier’s Quality System, including all testing and inspection data and shall make such records available to Buyer and its customer for the longer of: (a) the life of the Products plus seven (7) years; (b) such period as set forth in the specifications applicable to this Order; (c) such period set forth in the Quality Requirements; or (d) such period as required by applicable Law. If Supplier is not the manufacturer of the Products, Supplier shall certify the traceability of the Products to the original equipment manufacturer on the Certificate of Conformance/Acceptance Data Record. If Supplier cannot certify traceability of the Products, Supplier shall not ship such Products to Buyer without obtaining Buyer’s written consent. Any review or approval of drawings by Buyer shall be for Supplier’s convenience and shall not relieve Supplier of its responsibility to meet all requirements of this Order.

(a) 質素要求。經買方要求，供應商應及時以買方要求的形式和方式提交實時生產和流程資料（「**質素資料**」）。供應商應提供和維護一套檢查、測試和流程控制系統（「**供應商質素系統**」），以涵蓋據此提供的產品，該等系統應對買方及其客戶是可接受，且符合國際標準化組織 (ISO) 或類似標準、適用法規要求、買方質素政策、本訂單質素要求及/或其他雙方單獨執行且本文所載之供應商質素要求文件（以下統稱為「**質素要求**」）。買方接受供應商質素系統並不改變供應商本訂單項下的義務及/或責任，包括供應商就其分包商應承擔的義務。若供應商質素系統未能遵守本訂單的條款，買方可以要求供應商自費提供額外的質素保證措施，以滿足買方的質素要求。該等措施可能包括：買方要求供應商在其工廠安排買方認可的第三方質素審核人員/檢查人員，以解決供應商質素系統的不足之處，或買方質素要求所規定或雙方書面協定的其他措施或要求。供應商應就供應商質素系統保留完整的記錄，包括所有測試和檢查資料，並應將該等記錄提供給買方及其客戶，期限為下（以最長者為準）：(a) 產品的使用壽命加上七 (7) 年；(b) 本訂單適用的規格中載明的該等期限；(c) 質素要求中規定的該等期限；(d) 適用法律要求的該等期限。若供應商不是產品的製造商，則應確保產品可就合格證書/驗收資料記錄追溯至最初的設備製造商。若供應商無法證明產品的可追溯性，未經買方書面同意，供應商不得向買方交付該等產品。買方就圖紙的任何審查或批准僅為便利供應商的目的，不得免除供應商應遵守本訂單的所有要求之責任。

(b) Product Recall. If GE determines that a recall, field modification, correction or removal (“**Field Action**”) involving a Product purchased under this Order or a Buyer product incorporating a Product purchased under this Order was caused by a defect, non-conformance or non-compliance which is the responsibility of Supplier, Supplier shall indemnify and hold harmless Buyer from all Buyer’s reasonable costs and expenses incurred in connection with any Field Action, including all costs related to: (i) investigating and/or inspecting the affected Products; (ii) notifying Buyer’s customers; (iii) repairing, or where repair of the Products is impracticable or impossible, repurchasing or replacing the recalled Products; (iv) packing and shipping the recalled Products; (v) reinstalling repaired Products and/or installing repurchased or replaced Products; and (vi) media notification. Each party shall consult the other before making any statements to the public or a governmental agency relating to such Field Action or potential safety hazards, except where such consultation would prevent timely notification required by Law.

(b) 產品召回。若 GE 決定，本訂單項下購買的產品或包含本訂單項下購買的產品之買方產品，因供應商責任導致的瑕疵、不合格或不合規，而需要進行召回、現場修改、糾正或移除（「**現場行動**」），供應商應賠償買方因任何現場行動而產生的所有合理成本和費用，包括與以下事項相關的所有成本：(i) 調查及/或檢查受影響的產品；(ii) 通知買方的客戶；(iii) 維修產品，或在無法或不可能維修產品的情況下，回購或替換召回的產品；(iv) 包裝和付運召回產品；(v) 重新安裝經維修的產品及/或安裝回購或替換的產品；及 (vi) 媒體通知。各方在向公眾或政府機構發佈與該等現場行動或潛在安全危害有關的任何聲明之前，均應與另一方協商，除非該等協商導致無法遵守法律要求的及時通知。

(c) **Product Concerns.** Supplier will ensure that all information held by or reasonably available to it regarding any potential hazards known or believed to exist in the transport, handling, or use of any Products and/or performance of any services (“**Product Concerns**”) will be received by Buyer in writing prior to delivery of the Products and/or performance of the services. In the event Supplier becomes aware of any Product Concerns any time after the delivery of Products or commencement of services, Supplier will immediately: (i) notify Buyer in writing; and (ii) provide such additional information and Documentation as Buyer may require.

(c) **產品問題。** 供應商將確保在交付產品及／或履行服務之前，買方已透過書面形式收到供應商持有或以合理方式得到的有關運輸、處理或使用任何產品及／或任何服務的執行過程中已知或認為存在的任何潛在危害（「**產品問題**」）之所有資料。若供應商在產品交付或服務開始後的任何時間發現任何產品問題，供應商將立即：(i) 以書面形式通知買方；及 (ii) 提供買方要求的額外資料和文件。

7. ACCEPTANCE/REJECTION.

7. 接受／拒絕。

7.1 If any of the Products furnished pursuant to this Order are found within thirty (30) days after delivery (the “**Inspection Period**”) to be defective or otherwise not in conformity with the requirements of this Order, including any applicable Quality Requirements and specifications, whether such defect or non-conformity relates to scope provided by Supplier or a direct or indirect Subcontractor, then Buyer, in addition to any other rights, remedies and choices it may have by Law, contract and/or at equity, at its option and sole discretion, may: (a) require Supplier, at its expense, to immediately re-perform any defective portion of the services and/or require Supplier to immediately repair or replace non-conforming Products with Products that conform to all requirements of this Order; (b) take such actions as may be required to cure all defects and/or bring the Products into conformity with all requirements of this Order, in which event all related costs and expenses (including material, labor and handling costs and any required re-performance of value added machining or other service) and other reasonable charges shall be for Supplier’s account; (c) reject and/or return at Supplier’s risk and expense all or any portion of such Products; (d) withhold total or partial payment; and/or (e) rescind this Order without liability. Buyer may also reject any entire Order based upon a reasonable sampling of Products as determined solely by Buyer. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order. Partial or total payment by Buyer for Products under this Order prior to, or after the conclusion of, the Inspection Period will not: (i) constitute its acceptance thereof; (ii) affect Supplier’s responsibilities, warranties, or representations under this Order, including those pertaining to any nonconforming Products; or (iii) operate to waive any rights or remedies available to Buyer at Law or in equity.

7.1 若本訂單項下提供的任何產品在交付後三十 (30) 天內（「**檢驗期**」）被發現存在瑕疵或在其他方面不符合本訂單的要求，包括任何適用的質素要求和規格，無論該等瑕疵或不符合項是否與供應商或直接或間接分包商提供的範圍有關，則買方除享有根據法律、合約及／或衡平法賦予之任何其他權利、補救措施和選擇外，亦可自行選擇採取下列行動：(a) 要求供應商自擔費用立即重新履行瑕疵部分的服務，及／或要求供應商立即維修或以符合本訂單所有要求的產品替換不合要求產品；(b) 採取所需的該等行動以修復所有瑕疵及／或使產品符合本訂單所有要求，該等情況下，供應商應承擔所有相關成本和費用（包括材料、人工和處理成本，以及執行任何要求的重新增值加工或其他服務）；(c) 拒絕及／或退回該等產品的全部或任何部分，風險和費用由供應商承擔；(d) 扣留全部或部分付款；及／或 (e) 解除本訂單且無須因此承擔任何責任。買方亦可自行對合理產品進行抽樣檢查，並根據相關結果拒絕任何整個訂單。就任何維修或替換，供應商應自費執行買方要求的任何測試，以確保符合本訂單。買方在檢驗期結束之前或之後就本訂單下的產品支付部分或全部款項，並不：(i) 表示其接受相關產品；(ii) 影響供應商在本訂單項下的責任、保證或陳述，包括與任何不合格產品有關的責任、保證或陳述；或 (iii) 表示買方放棄法律或衡平法賦予之任何權利或補償。

7.2 Supplier shall be liable for any and all costs and expenses incurred by Buyer as a result of any non-conforming Products, whether or not Buyer rejects such Products. Buyer will itemize such costs and expenses to Supplier, which may include cost of defective materials, a handling charge equal to fifteen percent (15%) of the price of the non-conforming Products, transportation charges, incidental material and labor costs, sorting and rework expenses, lost production starts directly caused by the non-conforming Products (including late delivery), and any other actual costs creating a loss to Buyer.

7.2 供應商應對買方因任何不合格產品而產生的任何及所有成本和費用負責，無論買方是否拒絕該等產品。買方將向供應商逐項列出該等成本和費用，其中可能包括瑕疵材料成本、相當於不合格產品價格百分之十五 (15%) 的手續費、運費、附帶材料和人工成本、分類和返工費用、不合格產品直接導致的生產損失（包括延遲交貨），以及任何其他給買方造成損失的實際成本。

8. WARRANTIES.

8. 保證。

8.1 Supplier warrants that all Products provided pursuant to this Order, whether provided by Supplier or any Subcontractor: (a) are free of all claims, liens, security interests, or encumbrances (other than liens arising through Buyer); (b) are of new and merchantable quality, not used, rebuilt or made of refurbished material; (c) are free from all defects in title, workmanship and material, whether latent or otherwise; (d) are free from all defects in design and, if Supplier knows (or has reason to know) of a particular purpose for which Buyer or its customers intend to use the Products, are fit for the particular purpose for which they are intended; (e) are manufactured and provided in strict accordance with all specifications, samples, drawings, designs, descriptions, instructions, plans, end-user documentation, other Documentation and other requirements approved or adopted by Buyer; (f) are manufactured, processed and assembled by Supplier or its approved Subcontractors under Supplier’s direction; (g) are safe for their intended use, non-toxic, and present no abnormal hazards to persons or their environment; (h) comply with all Quality Requirements; (i) have received all applicable regulatory certifications as required; and (j) (as well as the use and/or distribution of the Products) do not infringe or misappropriate any patent, copyright, trade secret, trademark, or other intellectual property right of any third party without such parties’ prior written consent.

8.1 供應商保證根據本訂單提供的所有產品，無論是由供應商還是任何分包商提供，均：(a) 不受任何申索、留置權、擔保權益，或產權負擔（透除買方產生的留置權外）的制約；(b) 全新且符合可銷售的質素，未被使用過、重新組裝或以翻新材料製作；(c) 不存在任何潛在或其他性質的擁有權、工藝和材料瑕疵；(d) 不存在任何設計瑕疵，並且若供應商知道（或有理由知道）買方或其客戶打算使用產品的特定目的，則需符合其預期的特定目的；(e) 嚴格按照所有規格、樣本、圖紙、設計、描述、說明、計劃、最終用戶文件、其他文件和買方批准或採用的其他要求製造和提供；(f) 由供應商或其批准的分包商在供應商的指導下製造、加工和組裝；(g) 可安全用於其預期用途，不含毒性，並且不會對人員或其環境造成異常危害；(h) 遵守所有質素要求；(i) 已獲得所有要求的適用監管認證；及 (j)（產品的使用及／或分發）未經第三方事先書面同意，不得侵犯或盜用任何第三方的任何專利、版權、商業秘密、商標或其他知識產權。

8.2 Supplier Covenants that all services provided pursuant to this Order, whether provided by Supplier or any Subcontractor shall: (a) be performed in a timely, professional, and workman-like manner; (b) conform strictly to all of Buyer's requirements, specifications, drawings, plans, instructions, end-user documentation, other Documentation, samples, and other descriptions; and (c) not infringe or otherwise violate or misappropriate any patent, copyright, trade secret, trademark, or other intellectual property right of any third party.

8.2 供應商承諾根據本訂單提供的所有服務，無論是由供應商還是任何分包商提供，均應：(a) 以及時、專業且鉅細無遺的方式進行；(b) 嚴格遵守買方的所有要求、規格、圖紙、計劃、說明、最終用戶文件、其他文件、樣本和其他描述；及 (c) 不侵犯或以其他方式違反或盜用任何第三方的任何專利、版權、商業秘密、商標或其他知識產權。

8.3 The warranties set forth in Sections 8.1(c) and 8.1(e) above shall extend to future performance of the Products and apply for a period of twenty-four (24) months from Buyer's acceptance in accordance with Section 7 above and may be longer for warranties pertaining to third party components that extend beyond twenty-four (24) months. All other warranties of Supplier set forth in this Order will survive in perpetuity. The warranties set forth herein: (a) survive the inspection, acceptance, and use of the Products by Buyer, its distributors, sub-distributors, channel partners, sub-licensees, and customers; (b) are for the benefit of Buyer and its successors, assigns, distributors, sub-distributors, channel partners, and customers; and (c) are in addition to any warranties, rights, and/or remedies to which Buyer may otherwise agree to in writing or which are provided by Law.

8.3 前述第 8.1(c) 和 8.1(e) 節中規定的保證應涵蓋產品的未來性能，並適用於買方根據前述第 7 節接受產品後二十四 (24) 個月的期限，至於與第三方組件有關的保證期則可長達超過二十四 (24) 個月。本訂單中規定供應商需要提供的任何其他保證將永久有效。本文所載的保證：(a) 在買方、其經銷商、次級經銷商、渠道合作夥伴、次級許可方和客戶對產品進行檢查、驗收和使用後仍然有效；(b) 旨在保障買方及其繼受者、受讓人、分銷商、次級分銷商、渠道合作夥伴和客戶的利益；及 (c) 旨在補充買方以其他方式書面同意或法律規定的任何保證、權利及／或補償。

8.4 Buyer may return or have returned to Supplier any Products, or require the re-performance of any services, that do not conform to the representations and warranties set forth in this Order ("Nonconforming Product(s)") by using Supplier's return process, provided Supplier requests such return process in writing to Buyer within the warranty period. Nonconforming Products returned to Supplier's facility shall have all transportation, insurance, and handling charges (including return shipment to Buyer or its customer) prepaid by Supplier. At Buyer's request, Supplier will provide its shipping account number for shipping/receiving all Nonconforming Products and repaired or replacement Products to/from Supplier or, at Buyer's discretion, Buyer may ship the Nonconforming Products using its carrier and assess a handling fee of 7% of the purchase price of each Nonconforming Product. Risk of loss for Nonconforming Products will pass to Supplier when the Nonconforming Product is delivered to the carrier. Supplier will at its cost: (i) at Buyer's sole discretion, either replace or repair, at Buyer's sole discretion, the Nonconforming Product to bring it in conformity with all representations and warranties (including all Quality Requirements and specifications), and (ii) deliver the replacement or repaired Product to the address and entity specified by Buyer in writing within five (5) days after Supplier's receipt of the Nonconforming Product; provided, however, that Supplier will replace the Nonconforming Product, in lieu of repair, if Buyer provides notice of the non-conformity within seven (7) days of Product installation. If it will take longer than such five-day period to deliver the repaired or replacement Product, Supplier will promptly notify Buyer of such circumstance in writing prior to the lapse of said five-day period. If Supplier is unable to repair and return the Product within thirty (30) days, Supplier will (at Buyer's written direction) provide Buyer a complete refund in accordance with Section 8.5 below. Any repaired or replaced Product, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order.

8.4 買方可以使用供應商的退貨流程，將不符合本訂單項下規定的陳述和保證之任何產品（「**不合格產品**」）退回給供應商，或要求重新執行任何服務，前提是供應商在保證期內向買方書面要求提出該等退貨流程。退回供應商設施的不合格產品應由供應商預付所有運輸、保險和處理費用（包括退回給買方或其客戶的貨物）。供應商將應買方要求提供其運輸帳號，用於向／從供應商運輸／接收所有不合格產品和維修或替換產品，或者，買方可自行決定使用其運輸公司運送不合格產品，並就每件不合格產品的購買價格收取 7% 的手續費。當買方將不合格產品交付給運輸公司時，不合格產品的損失風險將轉移予供應商。供應商將就以下情況自行承擔成本：(i) 由買方自行決定替換或修理不合格產品，以使其符合所有陳述和保證（包括所有質素要求和規格），及 (ii) 在供應商收到不合格產品後的五 (5) 天內交付替換或修理的產品，並寄送至買方書面指定的地址和實體；然而，若買方在產品安裝後七 (7) 天內提供不合格通知，則供應商將替換不合格產品，而非維修。若交付維修或替換產品的所需時間超過上述五天期限，供應商將在五天期限屆滿前及時書面通知買方。若供應商無法在三十 (30) 天內維修並退回產品，供應商將（根據買方的書面指示）根據下文第 8.5 節向買方提供全額退款。任何維修或替換的產品或其部分，或重新執行的服務均應按照與上述相同的條款提供保證。就任何維修或替換，供應商應自費執行買方要求的任何測試，以確保符合本訂單。

8.5 In addition to the remedies noted in Section 8.4 above, Supplier will also promptly reimburse Buyer for all costs and expenses associated with replacements of Nonconforming Products, including those costs associated with all Field Engineer (FE) labor and material costs (labor + travel). Supplier will pay such Buyer invoices for any refund, costs and expenses by wire transfer or check within thirty (30) days of Supplier receiving such invoice. Buyer may instead elect, at its sole discretion and at any time, to use the amount(s) that would otherwise be due hereunder as a credit or set-off. GE HealthCare Standard Terms of Purchase - HK (2023 年 1 月)

off that Buyer may use on any amount(s) owed to Supplier under this Order or otherwise. Supplier shall provide Buyer such support as Buyer may require in order to determine root causes related to any Product issues found in the field and/or provide MTBF (Mean Time Between Failures) data for Product-related repairs as requested by Buyer periodically.

8.5 除上述第 8.4 節所述的補償外，供應商亦將及時向買方補償與替換不合格產品相關的所有成本和費用，包括與所有現場工程師 (FE) 人工和材料成本 (人工 + 交通費) 相關的成本。供應商將在收到該等發票後三十 (30) 天內，透過電匯或支票就該等買方發票支付任何退款、成本和費用。相反，買方可以自行決定隨時選擇將本應在本訂單項下支付的金額用作買方可用於記入或抵扣本訂單項下或其他情況下結欠供應商的任何金額。供應商應向買方提供買方要求的支援，以確定與現場發現的任何產品問題相關的根本原因，及／或按照買方的要求定期提供產品相關維修的平均故障間隔時間 (MTBF) 資料。

8.6 Data Wiping Requirements. Supplier shall prevent the unauthorized disclosure of data that may reside in any Nonconforming Product returned to Supplier by conducting a secure wipe of the Nonconforming Product's electronic or magnetic media (including, but not limited to, hard drives, flash-based storage devices such as ATA solid state drives, SCSI SSDs, USB removable media, memory cards, and embedded flash on boards and devices) prior to reissue or reuse of the Nonconforming Product by Buyer or any third party. The secure wipe required hereunder shall be accomplished by completing a single pass overwrite of a "00" or "11" hex, consistent with the National Institute of Standards and Technology Guidelines for Media Sanitation. Subsequent to completion of this secure wipe, Supplier shall confirm and document that no usable data is recoverable using standard software methods.

8.6 資料清除要求。在買方或任何第三方重新發行或重複使用不合格產品之前，供應商應透過安全清除不合格產品的電子或磁性媒介 (包括但不限於硬碟、基於快閃記憶體的儲存裝置，如 ATA 固態硬碟、SCSI SSD、USB 移動儲存、記憶卡，以及板卡和裝置上的嵌入式快閃記憶體)。本文要求的安全清除應透過「00」或「11」十六進制單次覆寫的方式來完成，這與美國國家標準技術研究所的《媒體資料銷毀方針》一致。在完成此安全清除後，供應商應確認並記錄使用標準軟件方法無法修復任何可用資料。

8.7 Supplier agrees to extend to Buyer and its customers any additional warranties received from Supplier's Subcontractors. Supplier shall be liable to Buyer for all material, subcomponents and services purchased directly or indirectly from or performed by all of Supplier's Subcontractors. Supplier shall use commercially reasonable efforts to flow down these GE Healthcare Standard Terms of Purchase to its Subcontractors, or at a minimum, hereby warrant and represent that all its contracts with its Subcontractors contain provisions, including warranty and indemnity, which are in conformity with and no less stringent than the provisions of this Order. Supplier shall enforce such terms on its behalf and for the benefit of Buyer, and if Supplier fails to enforce its terms with such suppliers then Buyer is hereby deemed a third-party beneficiary of Supplier's contract(s) with such suppliers and is hereby assigned the rights to enforce such terms in lieu of Supplier at Supplier's expense. NOTWITHSTANDING THE FOREGOING, THE PARTIES EXPRESSLY AGREE THAT ALL RISKS ARISING FROM GAPS IN WARRANTY, INDEMNITY AND/OR REMEDIES WITH SUPPLIER'S SUBCONTRACTORS SHALL BE BORNE BY SUPPLIER AND SHALL NOT LIMIT SUPPLIER'S WARRANTY OBLIGATION OR LIABILITY TO BUYER HEREUNDER.

8.7 供應商同意向買方及其客戶提供從供應商分包商處獲得的任何額外保證。供應商應對買方直接或間接從所有供應商的分包商處購買或執行之所有材料、子組件和服務承擔責任。供應商應盡商業上合理的努力，將《GE 醫療標準採購條款》傳達予其分包商，或最少特此保證並聲明其與其分包商的所有合約均符合且不少於本訂單條款的規定，包括保證和賠償。供應商應自行並為買方的利益執行該等條款，若供應商未能執行與該等供應商的條款，則買方特此被視為供應商與此類供應商簽訂的合約之第三方受益人，並因此被授予代替供應商執行此類條款的權利，費用由供應商承擔。儘管有上述規定，雙方明確同意，因供應商的分包商在保證、賠償及／或補償方面的差距而產生之所有風險，均由供應商承擔，並且不應限制供應商在本訂單項下對買方的保證義務或責任。

9. REPAIR & MAINTENANCE SERVICES.

9. 維修及保養服務。

9.1 With respect to all Products shipped to Supplier for repair, overhaul and/or maintenance services: (a) Supplier shall maintain a record of shipments and receipts to determine warranty coverage of the Products, and provide to GEHC at the beginning of each calendar quarter with a written report that specifies the Products that were repaired or replaced during the immediately preceding calendar quarter, and whether each such Product was in or out of warranty. (b) At Buyer's reasonable request, Supplier shall conduct a physical inventory of Nonconforming Products and Service Products on Supplier's site and provide Buyer a written report. Supplier shall reasonably assist Buyer in determining any discrepancies between Buyer's records and Supplier's records pertaining to such physical inventory. Supplier shall either provide Buyer a credit, check, or replacement product, based on the value of the Product if Supplier loses, damages, or is otherwise is unable to account for Products returned by Buyer. (c) Supplier shall utilize Buyer's resources consisting of the Electronic Repair Tracker ("eRT") or Buyer's approved equivalent system on a daily basis to track the flow of Products between Buyer and Supplier. Supplier must modify Buyer's Order status in eRT from "In Route" to "At Supplier" within one (1) business day of Supplier receipt of such Product. Supplier must modify Buyer's Order status in eRT from "At Supplier" to "Returned to Buyer" within one (1) business day of Supplier's shipment of such Product back to Buyer. Supplier is responsible for using eRT to: (i) identify in warranty and out of warranty status of each returned Product; and (ii) request Buyer's written pre-approval for any of the following: price changes for product-related non-standard repair, scrap, misidentification, and/or misdirected shipments. (d) Supplier shall appoint a single point of contact for managing Buyer's information systems (e.g. eRT, iSP) and notifying Buyer of all shipment promise dates, requesting authorization for change requests, or communicating problems associated with such shipments. Buyer shall provide Supplier a single point of contact and such training for, and access to, applicable Buyer resources as Buyer determines to be reasonable and necessary under the circumstances in Buyer's sole and absolute discretion. (e) Supplier shall ensure all Products are tracked effectively through the use of such Buyer's resources in order to minimize loss. Supplier shall promptly communicate any problems associated with the shipment or tracking of Products to the Buyer's repair team through Support Central Workflow forms, or any other process that Buyer reasonably requests of Supplier. Such issues shall include, but are not limited to: improperly shipped Products, repair Orders not in eRT, and Products received without paperwork.

9.1 對於運送予供應商進行維修、大修及／或維護服務的所有產品：(a) 供應商應保存發貨和收據記錄，以確定產品的保證範圍，並在每個日曆季度開始時向 GEHC 提供一份書面報告，說明在上一日曆季度內維修或替換的產品，以及每個該等產品是否在保證範圍內。(b) 在買方的合理要求下，供應商應在供應商場所對不合格產品和維修產品進行實物盤點，並向買方提供書面報告。供應商應以合理方式協助買方確定其記錄與供應商實物庫存的記錄之間的任何差異。若供應商丟失、損壞或無法對買方退回的產品負責，供應商應根據產品的價值向買方提供信用證、支票或替換產品。(c) 供應商應利用包括電子維修追蹤系統 (Electronic Repair Tracker, 簡稱「eRT」) 在內的買方資源或買方認可的等效系統，每天追蹤買方和供應商之間的产品流動情況。供應商必須在其收到該等產品後的一 (1) 個工作日內將 eRT 中的買方訂單狀態從「處理中」修改為「在供應商處」。供應商必須在其將該等產品運回買方後的一 (1) 個工作日內，將 eRT 中買方的訂單狀態從「在供應商處」修改為「退回給買方」。供應商有責任使用 eRT 以：(i) 確定每件退回產品的保證範圍；(ii) 要求買方對以下任何一項預先進行書面批准：與產品相關的非標準維修、報廢、錯誤識別及／或錯誤發貨的價格變化。(d) 供應商應指定單一聯絡人，以管理買方的資料系統 (如 eRT、iSP)，並通知買方所有發貨承諾日期、請求授權變更請求或傳達與該等發貨相關的問題。買方應向供應商提供單一聯絡人，並在買方自行決定的情況下確定合理且必要的適用買方資源的培訓和存取權。(e) 供應商應確保透過使用該等買方的資源有效追蹤所有產品，以盡量減少損失。供應商應透過支援中心工作流程 (Support Central Workflow) 表格或買方合理要求供應商的任何其他流程，及時將與產品發貨或追蹤相關的任何問題傳達予買方的維修團隊。該等問題應包括但不限於：產品運輸不當、不在 eRT 內的維修訂單，以及在收到的產品沒有文件。

9.2 In the event Buyer purchases repair, overhaul and/or maintenance services for Products that are out of warranty (“Service Products”), the following additional terms shall apply: (a) Service Products are considered “Products” and subject to the terms & conditions of this Order. (b) Buyer shall have sole authority to make the determination whether a Service Product should be repaired or scrapped by Supplier and returned to a Buyer specified facility. Supplier shall not scrap any Service Product without first obtaining Buyer’s prior written authorization. (c) Title and risk of loss of the Service Product that Buyer authorizes to be scrapped shall pass to Supplier upon such removal and exchange. Supplier warrants that it will comply with Buyer’s written instructions concerning the disposal and/or scrapping of Service Products. Supplier hereby agrees to release, defend, indemnify and hold Buyer harmless against any and all claims resulting from the unauthorized or improper use, distribution, disposal, or scrapping of defective Products. (d) Except as set forth in 9.2(c), title to Service Products remains at all times exclusively with Buyer or its customer, and Supplier warrants that it will take no action, or cause any action to be taken, that will result in any form of lien or encumbrance being placed on any Service Products. Supplier has no right, license or title to Service Products in whole or in part. (e) Supplier will communicate pricing for Service Products using a costed bill of materials, including, but not limited to, labor rate, material price, overhead, and margins. Supplier shall provide written notice to Buyer if any repair cost will exceed the agreed to contractual price of the Order, and Supplier will not commence any such repair unless and until Buyer has provided Supplier written authority through eRT or Buyer’s approved equivalent system.

9.2 若買方為超出保證範圍的產品 (「維修產品」) 購買維修、大修及／或維護服務，則應適用以下附加條款：(a) 維修產品被視為「產品」並受本訂單條款及細則約束。(b) 買方有權自行決定是否應由供應商修理或報廢維修產品並退回買方指定的設施。未經買方事先書面授權，供應商不得報廢任何維修產品。(c) 買方授權報廢的維修產品之擁有權和損失風險應在移除和交換之時轉移予供應商。供應商保證將遵守買方關於處置及／或報廢維修產品的書面指示。供應商特此同意免除、辯護、賠償並使買方免受因未經授權或不當使用、分銷、處置或報廢有瑕疵的產品而導致的任何和所有索償。(d) 除 9.2(c) 中規定的情況外，維修產品的擁有權始終僅歸買方或其客戶所有，供應商保證不會採取任何行動，或引致採取任何行動，而導致對任何維修產品施加任何形式的留置權或產權負擔。供應商對維修產品的全部或部分並無權利、許可或擁有權。(e) 供應商將使用成本明細的材料清單傳達維修產品的定價，包括但不限於人工費率、材料價格、間接費用和利潤。若任何維修費用將超過訂單的協定合約價格，供應商應向買方提供書面通知，除非且直到買方透過 eRT 或買方批准的等效系統向供應商提供書面授權，否則供應商不得開始任何此類維修。

10. TERMINATION.

10. 終止。

10.1 Termination for Convenience. Buyer may terminate all or part of this Order for convenience at any time by written notice to Supplier. Notwithstanding anything to the contrary, Buyer’s liability and Supplier’s exclusive remedy for such termination by Buyer is limited to Buyer’s payment for Products delivered and accepted in writing by Buyer prior to the effective date of said termination.

10.1 便利終止。 買方可隨時透過書面通知供應商便利終止本訂單的全部或部分。即使有任何相反規定，買方的責任和供應商對買方該等終止的唯一補償，僅限於買方為在所述終止生效日期之前已交付及以書面形式接受的產品進行付款。

10.2 Termination for Default. Buyer, without liability, may by written notice of default, terminate all or part of this Order if Supplier fails to comply with any term of this Order or fails to make progress which, in Buyer’s reasonable judgment, endangers performance of this Order. Such termination shall become effective if Supplier does not cure such failure within 10 days of receiving Buyer’s written notice of default; except that Buyer’s termination for Supplier’s breach of Sections 14, 18 or 19 of this Order shall become effective immediately upon Supplier’s receipt of Buyer’s written notice of default. Upon termination, Buyer may procure at Supplier’s expense and upon terms it deems appropriate Products similar to those so terminated, and Supplier shall be liable to Buyer for any excess costs for such Products and other related costs. Supplier shall continue performance of this Order to the extent not terminated by Buyer. If Supplier for any reason anticipates difficulty in complying with any requirements of this Order, Supplier shall promptly notify Buyer in writing. Without limiting any other rights herein, if Buyer agrees to accept deliveries after the delivery date has passed, Buyer may require delivery by the fastest method and the total cost of such shipment and handling shall be borne by Supplier. Buyer’s rights and remedies in this clause are in addition to any other rights and remedies provided by Law, equity or under this Order.

10.2 違約終止。 如未能遵守本訂單的任何條款或者未能完成進度，且買方合理判斷為可能影響到本訂單的履行，買方可發出書面違約通知，以終止本訂單的全部或部分，且無須承擔任何責任。若供應商在收到買方的書面違約通知後 10 天內未能補救該違約行為，該等終止

應即生效；但在供應商違反本訂單第 14、18 或 19 節的情況下，買方的終止決定自供應商收到買方的書面違約通知之時立即生效。終止後，買方可採購與被終止的產品相似的產品，且供應商應負責承擔買方就該等產品支出的額外成本或其他相關成本。在買方未要求終止的情況下，供應商應繼續履行本訂單。若供應商因任何原因預期難以遵守本訂單的任何要求，則應立即以書面形式通知買方。在不限制本文其他任何權利的前提下，若買方在交付日期過期後同意接受交付，買方可要求以最快方式交貨，且該等貨運和處理的全部成本應由供應商承擔。本條款中買方的權利和補償，屬對法律、衡平法或本訂單規定的任何其他權利和補償之補充。

10.3 Termination for Insolvency. If Supplier (a) dissolves or ceases to do business; (b) fails to pay its debts as they come due; or (c) or any other entity institutes insolvency, receivership, bankruptcy or any other proceeding for settlement of Supplier's debts, Buyer may immediately terminate this Order without liability to the fullest extent permitted by applicable Law, except for Products completed, delivered and accepted within a reasonable period after termination (which shall be paid for at the Order price).

10.3 解散終止。 若供應商 (a) 解散或不再從事商業活動；(b) 未能清還到期債務；或 (c) 或任何其他實體為處理供應商的債務而進入解散、接管、破產或任何其他程序，買方可在適用法律允許的最大範圍內立即終止本訂單，且無須承擔任何責任，但不適用於終止後合理期間內已經完成、交付和接受的產品（其應按訂單價格獲得付款）。

10.4 Supplier's Obligations on Termination. Upon Supplier's receipt of a notice of termination of this Order, Supplier shall promptly: (a) stop work as directed in the notice; (b) place no further subcontracts/orders related to the terminated portion of this Order; (c) terminate, or if requested by Buyer assign, all subcontracts/orders to the extent they relate to work terminated; and (d) deliver all completed work, work in process, designs, drawings, specifications, documentation and material required and/or produced in connection with such work.

10.4 供應商對終止的義務。 在供應商收到終止本訂單的通知後，供應商應立即：(a) 按照通知的指示停止工作；(b) 就本訂單已終止部分，不再簽訂新的分包合約／訂單；(c) 終止或經買方要求轉讓關於已終止部分工作範圍內的所有分包合約／訂單；及 (d) 交付與該等工作相關而必須及／或生產的所有已完成的工作、在製品、設計、圖紙、規格、文件和材料。

11. BUYER'S PROPERTY. All tangible and intangible property, including information or data compilation of any description, tools, materials, plans, drawings, software, knowhow, documents, intellectual property, equipment or material: (a) furnished or licensed to Supplier by Buyer; (b) specifically paid for by Buyer; or (c) created with Buyer's IP Rights (defined in Section 12 below) shall be and remain Buyer's personal property (collectively, "**Buyer's Property**"). Such Buyer's Property furnished by Buyer to Supplier shall be accepted by Supplier in "AS IS" and "WHERE IS" condition with all faults and without any warranty whatsoever, express or implied, and shall be used by Supplier at its own risk and for the sole purpose of performing this Order for Buyer. Supplier shall not substitute any other property for Buyer's Property without first obtaining the express written consent of Buyer. Promptly upon receipt of a removal request from Buyer, Supplier shall prepare Buyer's Property (if tangible) for shipment and deliver it to Buyer at Supplier's expense in the same condition as originally received by Supplier, reasonable wear and tear excepted. Prior to using Buyer's Property (if tangible), Supplier shall inspect it and train its personnel and other authorized users in its safe and proper operation. In addition, Supplier shall: (i) keep Buyer's Property free of encumbrances and (if tangible) insured at its expense at an amount equal to the replacement cost thereof with loss payable to Buyer; (ii) plainly mark or otherwise adequately identify it (if tangible) as owned by Buyer; (iii) store it (if tangible) separate and apart from Supplier's and third party owned property under Supplier's control; (iv) maintain it (if tangible) properly, and in compliance with any handling and storage requirements provided by Buyer and/or the original manufacturer, or that accompanied it when delivered to Supplier; (v) supervise its use; and (vi) use it only to meet Buyer's Orders without disclosing or otherwise reproducing it for any other purpose. Supplier shall, at its sole cost and expense, be responsible for operating, maintaining and calibrating the Buyer's Property in accordance with the manufacturer's specifications and recommended guidelines. Buyer shall have the right to audit all pertinent books and records of Supplier, and to make reasonable inspections of Supplier's facilities to verify compliance with this Section 11 and Section 12 below. Buyer hereby grants to Supplier a non-exclusive, non-assignable license, without the right to sublicense, which is revocable with or without cause at any time, to use Buyer's Property, and any applicable intellectual property rights of Buyer, for the sole purpose of performing this Order for Buyer.

11. 買方財產。 所有有形及無形財產，包括符合下列條件的任何描述、工具、材料、計劃、圖紙、軟件、專有技術、文件、知識產權、設備或材料的資料或數據彙編：(a) 由買方提供或授權予供應商；(b) 由買方特別付款；或 (c) 由買方的知識產權創設的（如下文第 12 節定義），應是且仍然是買方的個人財產（以下統稱為「**買方財產**」）。該等由買方向供應商提供的買方財產（包括所有瑕疵）應由供應商「按原樣」接受，不存在任何明示或暗示的保證，供應商應自行承擔風險並以買方執行本訂單的唯一目的投入使用。未經買方明確書面同意，供應商不得以任何其他財產替代買方財產。收到買方要求移除的通知後，供應商應立即準備將買方財產裝運（如為有形財產），並且由供應商將其按供應商最初收到時的原樣（除合理的磨損外）交付給買方，費用由買方承擔。在使用買方財產（如為有形財產）之前，供應商應進行檢查，並培訓其員工及其他授權使用者以安全且適當的方式予以使用。此外，供應商應：(i) 使買方財產免受任何產權負擔制約，並且（如為有形財產）自費以相當於重置成本的金額為向買方償付損失而購買保險；(ii) 清晰標記或以其他方式明示（如為有形財產）買方之擁有權；(iii) 將其（如為有形財產）與供應商控制下的供應商和第三方擁有的財產分開存放；(iv) 妥善維護（如為有形財產），並符合買方及／或原始製造商提供的任何處理和儲存要求，或交付予供應商時隨附之任何處理和儲存要求；(v) 監督其使用；(vi) 僅為買方訂單的目的使用，不為任何其他目的披露或複製。供應商應自行負責按照製造商的規格和建議的指南操作、維護和校準買方的財產，並承擔相關成本和費用。買方有權審核供應商的所有相關賬簿和記錄，並對供應商的設施進行合理檢查，以驗證是否符合下文第 11 節和第 12 節的規定。買方特此授予供應商一項非獨家、不可轉讓、無從屬許可權、隨時可以任何理由或無理予以撤銷的使用許可，以授權供應商使用買方僅為使其對買方履行本訂單的目的而提供之任何適用知識產權。

12. INTELLECTUAL PROPERTY.

12. 知識產權。

12.1 General. Each respective party shall exclusively own all intellectual property it had prior to the commencement of this Order.

12.1 一般條款。各方應獨家擁有其在本訂單生效前擁有的所有知識產權。

12.2 Supplier Intellectual Property. Supplier shall own intellectual property it owned prior to or developed independently of its obligations under this Order (“**Supplier Intellectual Property**”). Buyer shall have an unrestricted license to use, have used, modify, have modified, distribute, have distributed, sell, and have sold all Products purchased under this Order under the Supplier Intellectual Property. Supplier shall not assert any Supplier Intellectual Property against Buyer and its Affiliates, or any of their customers or suppliers, in any Products furnished under this Order, or the repair or refurbishment of any Products furnished under this Order.

12.2 供應商知識產權。供應商應擁有其在本訂單項下的義務之前擁有或獨立開發的知識產權（「**供應商知識產權**」）。買方應擁有不受限制的許可來使用、修改、分銷、出售根據本訂單購買的所有供應商知識產權名下之產品。對於本訂單項下提供的任何產品或其維修或翻新，供應商不得針對買方及其關聯公司或其任何客戶或供應商行使任何供應商知識產權。

12.3 Buyer Intellectual Property. Buyer shall own exclusively all rights in ideas, know-how, inventions, works of authorship, documentation, strategies, plans, data and databases created in or resulting from Supplier’s performance under this Order, including all patent rights, copyrights, moral rights, rights in proprietary information, data rights, database rights, trademark rights and other intellectual property rights (collectively, “**Buyer’s IP Rights**”). All Buyer’s IP Rights for copyrightable subject matter shall be considered as though work(s) made for hire for Buyer (as the phrase “work(s) for hire” is defined in the U.S. Copyright Act (17 U.S.C. § 101)) or the equivalent applicable Law in the relevant jurisdiction, or should applicable Law preclude such treatment, Supplier shall give Buyer “first owner” status related to the work(s) under local copyright law where the work(s) was created. If by operation of Law any such intellectual property is not owned in its entirety by Buyer automatically upon creation, then Supplier agrees to, and hereby does, transfer and assign to Buyer Supplier’s entire right, title and interest throughout the world to such intellectual property. Supplier further agrees to enter into and execute any documents that may be required to transfer or assign ownership in and to any such Buyer’s IP Rights to Buyer. Supplier is prohibited from selling to any third party the Products or a substantially similar product that is either (i) developed for Buyer under this Order, (ii) incorporates any Confidential Information of Buyer or Buyer’s Property, or (iii) is specifically designed or configured for use with Buyer’s products or applications using Confidential Information of Buyer’s, Buyer’s Property or information received or know how developed in connection with this Order. Should Supplier, without Buyer’s prior written consent and authorization, design or manufacture for sale to any person or entity other than Buyer any goods substantially similar to, or which reasonably can substitute or repair, a Product purchased hereunder, or obtains governmental approval for such Product or repair, Buyer, in any adjudication or otherwise, may require Supplier to establish by clear and convincing evidence that neither Supplier nor its Subcontractors used in whole or in part, directly or indirectly, any of Buyer’s Property, Buyer’s Confidential Information or Buyer’s IP Rights, as set forth herein, in such design or manufacture of such Products or in obtaining governmental approval with respect to such Products or repair.

12.3 買方知識產權。買方應獨家享有供應商履行本訂單創造或產生的創意、專有技術、發明、著作、文件、策略、計劃、資料和資料庫的所有權利，包括所有專利權、版權、精神權利、專有資料權利、資料庫權利、商標權和其他知識產權（以下統稱為「**買方知識產權**」）。受版權保護標之物之所有買方知識產權應視為買方僱傭作品（「**買方僱傭作品**」的定義依據《美國版權法》（17 U.S.C. § 101）或相關司法管轄區的同等適用法律），或者若適用法律排除該等處理，供應商應根據作品創造當地的版權法給予買方與作品相關的「第一擁有者」身分。若根據法律規定，任何該等知識產權在創造之時並非由買方自動全權擁有，則供應商同意並特此就該等知識產權的全球範圍內的完整權利、擁有權和利益轉移及轉讓給買方。供應商進一步同意簽訂和履行為向買方轉移或轉讓任何該等知識產權所需要的任何文件。供應商不得向任何第三方出售符合以下條件的產品或大體上相似的產品：(i) 根據本訂單為買方開發，(ii) 包含買方或買方財產的任何機密資料，或 (iii) 使用買方的機密資料、買方的財產或收到的資料或與本訂單有關的知識專門設計或配置給買方的產品或應用程式使用。若供應商在未經買方事先書面同意和授權的情況下，設計或製造與根據本協議購買的產品大體上相似或可以合理替代或維修的任何貨物，或獲得政府批准或維修該產品或維修的任何貨物，買方可透過任何裁決或其他方式要求供應商提供明確和令人信服的證據，證明在此類產品的設計或製造或獲得政府批准時，供應商或其分包商均未有直接或間接、全部或部分使用本文所述之任何買方財產、買方機密資料或買方知識產權。

12.4 Data Rights. Supplier agrees that Buyer, its customers, third party contractors and all other users may access, receive, collect, transmit, maintain, prepare derivative works from, and otherwise use information about Supplier’s Products, including machine, technical, systems, usage and related information (“**Source Data**”) to facilitate the provision of Products, and to verify compliance with the terms of this Order. Buyer, its customers, third party contractors and all other users also have the right to use the Source Data for research, development and continuous improvement of its products, software and services. Buyer will own all data, concepts, products, services, software, intellectual property and other rights arising from and/or related to Buyer’s use, analysis, research and/or development of the Source Data.

12.4 資料權利。供應商同意買方、其客戶、第三方分包商和所有其他用戶可以存取、接收、收集、傳輸、維護、準備衍生作品以及以其他方式使用有關供應商產品的資料，包括機器、技術、系統、使用和相關資料（「**來源資料**」）以促進產品的提供，並驗證是否符合本訂單的條款。買方、其客戶、第三方分包商和所有其他用戶亦有權使用來源資料為產品、軟件和服務進行研究、開發和持續改進。買方將擁有因其使用、分析、研究及／或開發來源資料而產生及／或與之相關的所有資料、概念、產品、服務、軟件、知識產權和其他權利。

12.5 Documentation. For any Documentation which is not covered by Buyers IP Rights, Supplier shall secure for and grant to Buyer an irrevocable, perpetual, sub-licensable (through all tiers of sub-licensees) worldwide, nonexclusive, paid-up, royalty-free right and license to use, reproduce, modify, distribute, perform, display, and prepare derivative works of any such Documentation, including excerpts thereof.

12.5 文件。對於買方知識產權未涵蓋的任何文件，供應商應確保並向買方授予不可撤銷、永久、可全球性分許可（透過所有級別的分許可人）、非獨家、已付的、免版稅許可的權利，以及使用、複製、修改、分銷、執行、展示和準備任何該等文件的衍生作品（包括其摘錄）的許可。

12.6 Trademarks. Notwithstanding any other provision of this Order, Buyer trademarks, trade names, service marks, part numbers or other identifiers, including any Buyer packaging and copyright notices, constitute “**Buyer Marks**” for purposes of this Order. Supplier is only allowed to use Buyer Marks as specifically permitted and directed by Buyer in the Order and in accordance with Buyer guidelines, specifications, and policies, and Supplier agrees to comply fully with all guidelines adopted from time to time by Buyer.

12.6 商標。儘管本訂單有任何其他規定，買方商標、商品名稱、服務標記、零件編號或其他標識符，包括任何買方包裝和版權聲明，均構成本訂單中的「**買方標誌**」。供應商只能在買方在訂單中明確允許和指示的情況下並按照買方指南、規範和政策使用買方標誌，並且供應商同意完全遵守買方不時採用的所有指南。

12.7 Supplier’s Marks. Supplier grants to Buyer a non-exclusive, perpetual, irrevocable, worldwide, paid-up, royalty-free license to use Supplier’s trademarks, service marks, and trade names (collectively, “**Supplier Marks**”) on, or in connection with, any of Buyer’s marketing, sale, maintenance, repair, licensing, operation, and distribution of the Products. Use of Supplier Marks includes use: (a) in any advertising, (b) on Buyer’s websites, and (c) in any documentation or marketing materials for the Products or any Buyer product that incorporates the Supplier’s Product(s).

12.7 供應商標誌。供應商向買方授予非獨家、永久、不可撤銷、全球性、已付清、免版稅的許可，以在買方的任何產品行銷、銷售、維護、維修、許可、運作和分銷中使用供應商的商標、服務標誌和商品名稱（統稱為「**供應商標誌**」）。供應商標誌的使用包括：(a) 任何廣告，(b) 買方網站，及 (c) 產品或包含供應商產品的任何買方產品之任何文件或營銷材料。

13. SOFTWARE.

13. 軟件。

13.1 Embedded Software. If any Products contain Embedded Software (defined below) that is not Buyer’s Property or Buyer’s IP Rights, Supplier shall, under all intellectual property rights, grant Buyer a non-exclusive worldwide, irrevocable, perpetual, royalty-free license, with the right to sublicense, to copy, modify, use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such Embedded Software and modifications thereto as an integral part of such Products or for servicing the Products (“**Buyer-Required License**”). If rights to Embedded Software or any part thereof are owned by a third party, prior to delivery, Supplier shall obtain the Buyer-Required License from such third party owner for Buyer. “**Embedded Software**” means any computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium from which the program may be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device or network which are necessary for operation of the Products and/or embedded in or otherwise delivered or supplied as an integral part of the Products, and/or related Documentation.

13.1 嵌入式軟件。若任何產品包含不屬於買方財產或買方知識產權的嵌入式軟件（如下定義），供應商應根據所有知識產權向買方授予全球性非獨家、不可撤銷、永久、免版稅許可，並有從屬許可權，以複製、修改、使用、加載、安裝、執行、演示、營銷、測試、轉售、再許可和分銷該等嵌入式軟件及其修改，以作為該等產品的組成部分或為產品提供服務（「**買方所需的許可**」）。若嵌入式軟件或其任何部分的權利歸第三方所有，則供應商應在交付前為買方從該第三方擁有者處獲得買方所需的許可。「**嵌入式軟件**」是指固定在任何有形表達媒體中的任何電腦程式或資料彙編，或可以直接或借助機器、裝置或網絡從其辨析、複製或以其他方式傳達該程式的任何儲存媒介，而該等程式屬產品運行所必需，及／或嵌入或以其他方式交付或提供，以作為產品及／或相關文件的組成部分。

13.2 Software Updates. For all Embedded Software, Supplier shall promptly deliver to Buyer, and at least simultaneously to the time it delivers or otherwise makes available to other customers or users of similar software products, all error corrections, bug fixes, as well as new versions, releases, updates, and upgrades pertaining thereto.

13.2 軟件更新。對於所有嵌入式軟件，供應商應及時向買方交付所有錯誤更正、錯誤修復以及與之相關的新版本、版本、更新和升級，並最少在其交付或以其他方式向其他客戶或類似軟件產品的使用者提供時同時交付。

13.3 No Other Terms. If Supplier provides Embedded Software under this Order which requires Buyer, a Buyer customer, or the user, or required the Supplier, to “Accept” various terms and conditions, including “click-wrap,” “click-through,” “browse-wrap,” or “shrink-wrap,” such terms and conditions will be of no force and effect on Buyer or the user even though they are “accepted” by Buyer, a Buyer customer, or the user in order to access or use the Embedded Software. The relationship and obligations of the parties are solely governed by the terms of this Order. In addition, upon Buyer’s request, Supplier, at Supplier’s expense (including ongoing maintenance fees), will deposit in escrow all material relating to the Embedded Software (including a copy of the object code, source code, documentation and all annotations thereto) with an escrow agent designated by Buyer and under a written escrow agreement approved in writing by Buyer.

13.3 其他條款的排除。若供應商根據本訂單提供的嵌入式軟件要求買方、買方客戶或用戶，或要求供應商「接受」各種條款及細則，包括「點擊即視為同意」、「點擊進入」、「瀏覽即視為同意」或「拆封即視為同意」，即使買方、買方客戶或用戶為存取或使用嵌入式軟件而「接受」該等條款及細則，該等條款及細則亦對買方或用戶並無任何效力。雙方的關係和義務僅受本訂單條款約束。此外，根據買方要求，供應商將根據買方書面批准的書面託管協議，將與嵌入式軟件相關的所有材料（包括目標代碼、來源代碼、文件及其所有註釋的副本）存放在買方指定的託管代理，費用由供應商承擔（包括持續維護費用）。

13.4 Restrictions on Open Source. Supplier warrants that: (a) the Products shall be free of any software code distributed under, or subject to, any open source license, including the GNU Public License, the GNU Lesser General Public License, or any other license, that requires in any instance that other software distributed with such software code be: (i) disclosed or distributed in source code form; (ii) licensed for purposes of making derivative works; and/or (iii) redistributed at no charge; (b) Buyer is not subject to any restrictions on assertions of patents or other intellectual property; and (c) the Products do not contain any software, key function, virus, worm, code, routine, device, or other harmful code (whether intended or not) that may disable, damage, impair, erase, deactivate, or electronically repossess such Products, data, or other equipment or software (including other goods).

13.4 對開源的限制。供應商保證：(a) 產品不得包含根據任何開源授權（包括 GNU 通用公眾特許條款、GNU 較寬鬆公共授權條款或任何其他授權）分發或受其約束的任何軟件代碼，以及在下列情況與該等代碼一併分發的其他軟件授權：(i) 以來源代碼形式披露或分發；(ii) 為製作衍生作品而獲得授權；及／或 (iii) 免費重新分配；(b) 買方不受專利或其他知識產權主張的任何限制；(c) 產品不含任何可能使該產品、數據或其他設備或軟件（包括其他貨品）失效、損壞、損害、清除、停用或以電子方式收回的軟件、關鍵功能、病毒、蠕蟲、代碼、常規、裝置或其他有害代碼（無論是否有意）。

13.5 Code Integrity Warranty. Supplier Covenants that the Products: (a) do not contain any restrictive devices such as any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical, or other means, which may restrict or otherwise impair the operation or use of the Products or any material embodying or comprising the Products; and (b) shall be free of viruses, malware, and other harmful code (including time-out features) which may interfere with the use of the Products regardless of whether Supplier or its personnel purposefully placed such code in the Products. Supplier shall provide Buyer, free of charge, with any and all new versions, upgrades, updates, releases, maintenance releases, and error or bug fixes of the Products (collectively, “**Revised Code**”) which prevents a breach of any of the warranties provided under this Order or corrects a breach of such warranties. Revised Code contained in the Products constitutes Products for purposes of this Order.

13.5 代碼完整性保證。供應商承諾，產品：(a) 不包含任何限制性裝置，例如任何密鑰、節點鎖定、超時、定時炸彈或其他功能，無論是透過電子、機械或以其他方式實施，而可能會限制或以其他方式損害產品或任何體現或構成產品的材料；且 (b) 不得含任何可能干擾產品使用的病毒、惡意軟件和其他有害代碼（包括超時功能），無論供應商或其人員是否有意在產品中放置該等代碼。供應商應免費向買方提供產品的任何和所有新版本、升級、更新、版本、維護版本以及錯誤或漏洞修復（以下統稱為「**修訂代碼**」），以防止違反本訂單規定的任何保證或糾正違反該等保證的行為。就本訂單而言，產品包含的修訂代碼構成產品。

14. CONFIDENTIALITY, DATA PROTECTION AND PUBLICITY.

14. 保密、資料保護及公開。

14.1 Confidentiality. Supplier may receive or have access to certain information that is Confidential Information (as hereinafter defined) of Buyer or its Affiliates in performance of this Order.

14.1 保密。供應商可能會收到或存取某些資料，該等資料是買方或其關聯公司在履行本訂單時的機密資料（定義見下文）。

(a) “**Confidential Information**” shall, whether furnished before or after the date of this Order and irrespective of the form of communication, mean: (i) the terms of this Order; (ii) all information and material disclosed or provided by Buyer to Supplier, including Buyer’s Property and GEHC Confidential Information as defined in the *GE HealthCare Privacy and Data Protection Appendix (“PDPA”)* located at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> (iii) all information derived from Buyer’s Property; and (iv) all of Buyer’s IP Rights (defined in Section 12 above).

(a) 「**機密資料**」，無論是在本訂單日期之前還是之後提供，亦無論通訊形式如何，均指：(i) 本訂單的條款；(ii) 買方向供應商披露或提供的所有資料和材料，包括《*GEHC 私隱和資料保護附錄*》（「**PDPA**」）所定義的「買方財產和 GE 機密資料」（見 <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>）；(iii) 源自買方財產的所有資料；(iv) 買方的所有知識產權（如上文第 12 節定義）。

(b) Supplier shall: (i) use Confidential Information only for the purposes of fulfilling its obligations under this Order; and (ii) without limiting the requirements under Section 14.2 below, use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information, except to its officers, directors, managers and employees (collectively, “**Authorized Parties**”), solely to the extent necessary to permit them to assist Supplier in performing its obligations under this Order. Prior to disclosing Confidential Information to any Authorized Party, Supplier shall advise the Authorized Party of the confidential nature of the Confidential Information and ensure that such party has signed a confidentiality agreement no less restrictive than the terms of this Section. Supplier acknowledges that irreparable harm shall result to the Buyer if Confidential Information is used or disclosed contrary to this Section.

(b) 供應商應：(i) 僅為履行本訂單的供應商義務而使用保密資料；及 (ii) 在不限制下文第 14.2 節的要求之情況下，對保密資料採取如同其自己的保密資料相同程度的謹慎對待，且至少為一個合理標準的謹慎程度，以防止保密資料洩露，除非供應商向供應商管理人員、董事、經理和僱員（以下統稱「**被授權方**」）在本訂單項下履行其協助供應商的義務的必要程度內進行披露。在披露保密資料給被授權方前，供應商應告知被授權方保密資料的保密性質，並保證該被授權方已簽署過嚴格性至少與本條相當的保密協議。供應商承認，如違反本條條款使用或披露保密資料，則會對買方造成無法彌補的損失。

(c) The restrictions in this Section 14 regarding the Confidential Information shall be inoperative as to particular portions of the Confidential Information disclosed by Buyer to Supplier if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Supplier; (ii) was available on a non-confidential basis prior to its disclosure to Supplier; (iii) is or becomes available to Supplier on a non-confidential basis from a source other than Buyer when such source is not, to the best of Supplier’s knowledge, subject to a confidentiality obligation with Buyer; or (iv) was independently developed by Supplier, without reference to the Confidential Information, and Supplier can verify the development of such information by written documentation;

(c) 本文第 14 節中關於機密資料的限制對於買方向供應商披露的機密資料之特定部分無效，前提是該等資料：(i) 除供應商披露外，普遍可供公眾使用；(ii) 在向供應商披露之前以非機密方式提供；(iii) 供應商在非保密的基礎上可以從買方以外的來源獲得，而據供應商所知，該來源不受買方保密義務約束；(iv) 由供應商獨立開發，且未有參考機密資料，供應商可以透過書面文件驗證該等資料的開發；

(d) Within 14 days of the completion or termination of this Order, Supplier shall return to Buyer or destroy (with such destruction certified in writing to Buyer) all Confidential Information, including any copies thereof. No such return or destruction of the Confidential Information shall affect the confidentiality obligations of Supplier all of which shall continue in effect as provided for in this Order.

(d) 在本訂單完成或終止後的 14 天內，供應商應向買方歸還或銷毀（並將銷毀的書面證明提供予買方）所有機密資料，包括任何副本。保密資料的歸還或銷毀將不會影響供應商基於本訂單的持續有效之保密義務。

(e) Any knowledge or information, which Supplier shall have disclosed or may hereafter disclose to Buyer and which in any way relates to the Products purchased under this Order (except to the extent deemed to be Buyer's Property as set forth in Section 11 above), shall not be deemed to be confidential or proprietary and shall be acquired by Buyer free from any restrictions (other than a claim for infringement) as part of the consideration for this Order, and notwithstanding any copyright or other notice thereon, Buyer and its Affiliates shall have the right to use, copy, modify and disclose the same as it sees fit.

(e) 供應商已經或今後可能向買方披露、以任何方式與根據本訂單購買的產品有關的任何知識或資料（除非按照上文第 11 條的規定被視為買方財產），均不應被視為保密或專有，並應可作為本訂單項下對價的一部分，使買方在不受任何限制的情況下獲得（侵權賠償除外），且買方對其應有權以其認為合適的方式使用、複製、修改和披露，即使其存在任何版權或其他通知。

(f) Notwithstanding the foregoing, if Supplier is requested or required by interrogatories, subpoena or similar legal process, to disclose any Confidential Information, it agrees to provide Buyer with prompt written notice (no later than 2 days following receipt of such request) of each such request/requirement, to the extent practicable, so that Buyer may seek an appropriate protective order, waive compliance by Supplier with the provisions of this Section, or both. If, absent the entry of a protective order or receipt of a waiver, Supplier is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, Supplier may disclose such Confidential Information to the persons and to the extent required without liability under this Order and shall use its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

(f) 儘管有上述規定，若質詢、傳票或類似法律程序要求或規定供應商披露任何機密資料，則供應商同意在可行的範圍內就每項該等請求／要求向買方提供及時的書面通知（不遲於收到該等請求後 2 天），以便買方尋求適當的保護令及／或豁免本節對供應商的規定。若在沒有下達保護令或收到豁免書的情況下，供應商須按其法律顧問的意見依法披露該等機密資料，則供應商可以在無須承擔本訂單責任的情況下，向相關人員披露該等機密資料，並應盡最大努力對如此披露的任何機密資料進行保密處理。

14.2 Privacy, Data Protection & Third Party Security Requirements. Supplier agrees that (a) Processing of GEHC Confidential Information, (b) access to GEHC Information Systems, or (c) the provision of certain services to Buyer (all as defined in and as described more fully in the PDPA) shall be subject to the organizational, technical, and physical controls and other safeguards set out in the GE HealthCare Privacy and Data Protection Appendix, incorporated herein and available at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>. The capitalized terms set forth in this Section not otherwise defined in this Order shall have the meaning ascribed to them in the PDPA. In the event of any inconsistency of such defined terms, the definitions set forth in the PDPA shall prevail for purposes of interpreting the subject matter covered thereby. Supplier understands and agrees that Buyer may require Supplier to provide certain personal information of Supplier's representatives to facilitate the performance of this Order, and that information shall be processed and maintained by Buyer as set forth in the PDPA.

14.2 隱私、資料保護及第三方安全要求。 供應商同意 (a) 處理「GEHC 機密資料」、(b) 存取「GEHC 資訊系統」，或 (c) 向買方提供特定服務（均如 PDPA 所定義和詳述）應遵守《GE 隱私和資料保護附錄》中規定的組織、技術和物理控制以及其他保障措施，該附錄併入本文並在 <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> 上提供。本節中未有在本訂單另行定義的引號（「」）內之術語應具有 PDPA 所賦予的含義。若該等定義的術語有任何不一致，概以 PDPA 規定的定義為準，以解釋其涵蓋的主題。供應商理解並同意，買方可要求供應商提供供應商代表的特定個人資料，以便履行本訂單，並且該資料應由買方按照 PDPA 的規定進行處理和維護。

14.3 Publicity. Supplier and its Subcontractors shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the Products), or release any information concerning this Order or with respect to its business relationship with Buyer or any Affiliate, or reference any of Buyer's Products to any third party except as required by applicable Law without Buyer or its Affiliate's prior written consent. Supplier agrees that it shall not, without prior written consent of Buyer or its Affiliates as applicable, (a) use in advertising, publicity or otherwise, the name, trade name, trademark logo or simulation thereof of Buyer or its Affiliate or the name of any officer or employee of Buyer or its Affiliates or (b) represent in any way that any Product provided by Supplier has been approved or endorsed by Buyer or its Affiliate.

14.3 公開。 未經買方或其關聯企業事先書面同意，供應商及其分包商不得發佈任何公告、拍攝或發佈任何照片（其用於製造和組裝產品的內部運作目的除外），或發佈有關本訂單或與買方或其關聯企業的業務之資料，或向任何第三方提供任何買方產品的參考，適用法律要求除外。供應商同意，未經買方或其關聯方事先書面同意（如適用），不得 (a) 在廣告、宣傳或其他方面使用買方或其關聯企業的名稱、商號、商標標識或類似名稱，或買方或其關聯企業的任何管理層或僱員名稱，或 (b) 以任何方式表示供應商提供的任何產品已獲買方或其關聯企業的批准或認可。

15. INDEMNIFICATION.

15. 賠償。

15.1 Intellectual Property Indemnity. Supplier warrants that all Products provided and/or utilized pursuant to this Order, whether provided/utilized by Supplier or a Subcontractor, will be free of any and all claims. Supplier shall indemnify, defend and hold Buyer, its Affiliates and its and their customers, and each of its and their directors, officers, managers, employees, agents, representatives, distributors, resellers, sublicensees, contractors, successors and assigns (collectively, "Indemnitees") harmless from any and all claims against Indemnitees alleging infringement or misappropriation of any

patent, copyright, trademark, trade secret or other intellectual property rights of any third party arising out of the use, sale, importation, distribution, reproduction or licensing of any Product furnished under this Order as well as any device or process necessarily resulting from the use thereof (“**Indemnified Product**”), including any use, sale, importation, distribution, reproduction or licensing in contravention of such Indemnified IP by Products as provided. Buyer shall notify Supplier promptly of any such suit, claim or proceeding and give Supplier authority and information and assistance (at Supplier’s expense) for the defense of same, and Supplier shall pay all damages, costs and expenses incurred or awarded therein, including reasonable attorneys’ fees. Notwithstanding the foregoing, any settlement of such suit, claim or proceeding shall be subject to Buyer’s consent, such consent not to be unreasonably withheld. If use of any Indemnified Product is enjoined, Supplier shall, at Buyer’s option and Supplier’s expense, either: (a) procure for Indemnitees the right to continue using such Indemnified Product; (b) replace the same with a non-infringing equivalent; or (c) remove the Indemnified Product and/or halt such use of the Indemnified Product in providing Products under this Order and refund the purchase price to Buyer, and in all cases, Supplier shall be responsible for all related costs and expenses. Supplier agrees that it shall obtain an intellectual property infringement indemnity from its direct or indirect Subcontractors providing Products as part of the deliverables under this Order consistent with the intellectual property infringement indemnity it provides to Buyer in this Order and to enforce such terms on its behalf and for the benefit of Buyer, and if Supplier fails to enforce its terms with such Subcontractors then Buyer is hereby deemed a third-party beneficiary of Supplier’s contract(s) with such Subcontractors and is hereby assigned the rights to enforce such terms in lieu of Supplier at Supplier’s expense.

15.1 知識產權賠償。 供應商保證根據本訂單提供及／或使用的產品，無論是由供應商還是分包商提供／使用，均不存在任何和所有索償。供應商應賠償、維護和保持買方和其關聯企業及其董事、管理層、經理、員工、代理人、代表、分銷商、經銷商、分許可人、分包商、繼受者和受讓人（以下統稱為「**受償方**」）免受因使用、銷售、進口、分發、複製或許可根據本訂單提供的任何產品以及因使用該等產品而必然產生的任何設備或過程（包括違反所提供的該等受賠償產品知識產權之任何使用、銷售、進口、分銷、複製或許可，以下統稱為「**受償產品**」）侵犯或盜用任何專利、版權、商標、商業秘密或任何第三方的其他知識產權而對受償方提出的任何及所有索償。買方應及時將任何該等訴訟、索償或訴訟通知供應商，並授予供應商權力、資料和協助（費用由供應商承擔）以進行辯護，且供應商應支付由此產生或裁定的所有損失、成本和開支，包括合理的律師費。儘管有上述規定，該等訴訟、索償或訴訟的任何和解均應獲得買方的同意，且不得無理拒絕該等同意。若任何受償產品遭禁止使用，在買方選擇並由供應商承擔費用的前提下，供應商應：**(a)** 為受償方爭取繼續使用該等受償產品的權利；**(b)** 以非侵權的同等產品替換該產品；**(c)** 移除受償產品及／或停止在提供本訂單下的產品時使用受賠償產品，並將購買價款退還給買方，在任何情況下，供應商均應負責所有相關成本和開支。供應商同意，其應從其直接或間接分包商處獲得與其在本訂單中向買方提供的知識產權侵權賠償一致之產品，作為本訂單交付成果的一部分之知識產權侵權賠償，並自行並為買方的利益執行該等條款。若供應商未能履行其與該等分包商的條款，則買方在此被視為供應商與該等分包商的合約之第三方受益人，並因此被授予代替供應商執行該等條款的權利，費用由供應商承擔。

15.2 General Indemnity. Supplier shall defend, indemnify, release and hold the Indemnitees, whether acting in the course of their employment or otherwise, harmless from and against any and all claims, legal actions, demands, settlements, losses, judgments, fines, penalties, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, or relating to: (i) the breach by Supplier of any covenant, representation, or warranty contained in this Order; (ii) any act or omission of Supplier or its Subcontractors; or (iii) any Products. Buyer will notify Supplier of any such claim, suit, or proceeding, and will reasonably cooperate with Supplier (at Supplier’s expense) in the defense of the same. Supplier agrees to include a clause substantially similar to the preceding clause in all subcontracts it enters into related to its fulfillment of this Order. Supplier agrees to enforce such terms on its behalf and for the benefit of Buyer. If Supplier fails to enforce its terms with such Subcontractors, Buyer is hereby deemed a third-party beneficiary of Supplier’s contract(s) with such Subcontractors and is hereby assigned the rights to enforce such terms in lieu of Supplier. Supplier further agrees to indemnify Buyer for any attorneys’ fees or other costs Buyer incurs to enforce its rights hereunder.

15.2 一般賠償。 供應商應為受賠償人辯護、賠償、免除和使受賠償人免受任何和所有索償、法律訴訟、要求、和解、損失、判決、罰款、處罰、損害賠償、責任、任何性質的成本和費用的損害，無論是在其受僱過程中還是其他方面，由以下原因引起、產生或與之相關：**(i)** 供應商違反本訂單所載之任何契約、陳述或保證；**(ii)** 供應商或其分包商的任何作為或不作為；**(iii)** 任何產品。買方將通知供應商任何該等索償、訴訟或訴訟，並將以合理方式配合供應商（費用由供應商承擔），以為其辯護。供應商同意在其簽訂的與履行本訂單有關的所有分包合約中包含與前述條款大體上相似的條款。供應商同意自行並為買方的利益執行該等條款。若供應商未能執行其與該等分包商的條款，則買方特此被視為供應商與該等分包商簽訂的合約之第三方受益人，並因此被授予代替供應商執行該等條款的權利。供應商進一步同意賠償買方為執行其在本協議項下的權利而產生的任何律師費或其他費用。

15.3 Limitation of Liability. IN NO EVENT WILL BUYER BE LIABLE TO SUPPLIER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, REVENUE, AND BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE ARISING OUT OR RELATED TO THIS ORDER, REGARDLESS OF WHETHER BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

15.3 責任限制。 在任何情況下，買方均不對供應商承擔任何特殊的、示範、附帶、間接、懲性或衍生的損害（包括利潤、收入和業務損失），無論是基於違約、侵權（包括疏忽）、法規、衡平法、產品責任、根本性違約或由本訂單引起或與本訂單相關的其他情況，不論買方已被告知任何該等損害的可能性與否。

16. INSURANCE. For the duration of this Order and for a period of 6 years from the date of delivery of the Products or performance of the services, Supplier shall maintain, through insurers with a minimum A.M. Best rating of A-VII or S&PA or the equivalent in those jurisdictions that do not recognize such rating classification and licensed in the jurisdiction where the Products are sold and/or where services are performed, the following insurance: (a) Commercial General/Public Liability, on an occurrence form, in the minimum amount of USD \$5,000,000.00 (or the equivalent amount in HKD, same below) per occurrence with coverage for: (i) bodily injury/property damage; (ii) personal/advertising injury; and (iii) products/completed

operations liability, including coverage for contractual liability insuring the liabilities assumed in this Order, with all such coverages in this Section 16 applying on a primary basis, providing for cross liability, not being subject to any self-insured retention and being endorsed to name Buyer, its Affiliates, and its and their respective directors, officers, and employees as additional insureds; (b) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of this Order in the amount of USD \$1,000,000.00 combined single limit each occurrence; (c) Employers' Liability in the amount of USD \$1,000,000.00 each accident, injury or disease; (d) Property Insurance on an "All-risk" basis covering the full replacement cost value of all of Buyer's Property in Supplier's care, custody or control, naming Buyer as "Loss Payee"; and (e) Statutory Workers' Compensation Insurance. To the extent this Order is for professional services, Supplier shall maintain Professional/ Errors and Omission Liability insurance in the minimum amount of USD \$3,000,000.00 per claim. If the Products contain Embedded Software, this insurance shall include coverage for failure of IT security and data privacy breach and software copyright infringement. If such insurance is on a claims-made basis, the retro date must precede the date of issuance of this Order, and Supplier must maintain continuity of coverage for 3 years following termination, expiration and/or completion of this Order. Insurance specified in sub-sections 16(c), (d) and (e) above shall provide a waiver of subrogation in favor of Buyer, its Affiliates and its and their respective directors, officers and employees for all losses and damages covered by the insurances required in such subsections. The application and payment of any self-insured retention or deductible on any policy carried by Supplier shall be the sole responsibility of Supplier. Should Buyer be called upon to satisfy any self-insured retention or deductible under Supplier's policies, Buyer may seek indemnification or reimbursement from Supplier where allowed by Law. Upon request by Buyer, Supplier shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance is in effect. The certificate(s) of insurance shall reference that the required coverage extensions are included. Upon request by Buyer, copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, shall in no way imply that Buyer has waived its insurance requirements or any other obligations set forth herein. The above-referenced insurance limits in subsections 16(a), (b) and (c) can be met either via each policy or via a combination of these policies and an excess/umbrella liability insurance.

16. 保險。就本訂單的期間及產品交付或服務履行後的 6 年內，供應商應透過在產品出售地或服務履行地具有資質的相當於 A.M. Best A-VII 類或 S&PA 類的保險公司，或者在不存在該等分類的管轄地區透過同等評級的保險公司，提供如下保險：(a) 一般商業／公共責任保險，以發生式保單的形式就每次事故提供至少 5,000,000.00 美元（或等額港幣，下同）的保險金額並覆蓋：(i) 人身傷害／財產損失；(ii) 人身／廣告侵害；(iii) 產品／完工責任，包括關於為本訂單協定的責任提供保險的合約責任，本第 16 節協定的該等保險範圍在如下主要基礎上適用：提供交叉責任，但不接受任何自我投保保留，並背書至買方、其關聯公司及其各自的董事、管理人員和僱員以作為附加被保險人；(b) 商業汽車責任保險，保險範圍為履行本協議使用的所擁有的、租用的或非擁有的汽車，保險金額為 1,000,000.00 美元結合每次事故的單次上限；(c) 僱主責任保險，保險金額就每次事故、傷害或疾病為 1,000,000.00 美元；(d) 以「所有風險」基礎上的財產險，保險範圍為在供應商看管、保管和控制下的買方財產的完全替換成本，該等保險應背書至買方名下並以其作為「保險受償方」；以及 (e) 法定工傷保險。若本訂單為提供專業服務的目的適用，供應商應投保專業／錯誤和疏忽責任險，最低每次追償金額為 3,000,000.00 美元。若產品包含嵌入式軟件，則本保險應包括資訊科技安全故障和資料私隱洩露以及軟件版權侵權的保障。若該等保險以索償為基礎，則追溯日期必須早於本訂單的簽發日期，並且供應商必須在本訂單終止、到期及／或完成後的 3 年內維持保險的連續性。上述第 16(c)、(d) 和 (e) 項所規定的保險，就該等條款規定的該等保險範圍內的所有損失和損害，應為買方、其關聯企業及其各自的董事、管理層和僱員的利益背書放棄代位求償權。供應商所持有任何保險的自我投保保留或免賠額之申請和付款均應由供應商自行負責。若買方因滿足供應商的保險項下的任何自我投保保留或免賠額而被傳喚，買方可以在法律允許的情況下向供應商要求賠償和補償。經買方要求，供應商應向買方提供一份證明最低保險要求已生效的保險證明。保險證明應載明買方要求的保險政策內已經包含所要求的保險範圍擴展。經買方要求，背書副本應隨附於保險證明，用以證明買方要求的額外保險狀態、放棄代為追償條款及／或保險受償方狀態。若某些保險不符合約定的保險範圍，則對該等保險證明的接受不應當以任何形式理解為買方已經放棄其保險要求或任何其他就此約定的義務。上述第 16(a)、(b) 和 (c) 項所協定的保險限額可透過每份保單或者透過多份保單的結合及一份超額／總括責任保險達到。

17. ASSIGNMENT, SUBCONTRACTING AND CHANGE OF CONTROL. Supplier may not assign, delegate, subcontract or transfer (including by change of ownership or control by operation of Law or otherwise) this Order or any of its rights or obligations hereunder, including payment, without Buyer's prior written consent. Should Buyer grant consent to Supplier's assignment, Supplier shall ensure that such assignee shall be bound by the terms and conditions of this Order. Supplier shall advise Buyer of any Subcontractor to Supplier: (a) that shall have at its facility any parts, components or Products with Buyer's or any of its Affiliates' name, logo or trademark (or that shall be responsible to affix the same); and/or (b) 50% or more of whose output from a specific location is purchased by Buyer. In addition, Supplier shall obtain for Buyer written acknowledgement by such assignee or Subcontractor to Supplier of its commitment to act in a manner consistent with Buyer's integrity policies, and to submit to, from time to time, on-site inspections or audits by Buyer or Buyer's third party designee as requested by Buyer. Buyer may freely assign this Order to any third party or Affiliate (defined in Section 2.2 (c)). Supplier hereby gives its consent to such assignment. Subject to the foregoing, this Order shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

17. 轉讓、分包和控制權變更。未經買方事先書面同意，供應商不得轉讓、委託、分包或轉讓（包括透過法律途徑或其他方式導致的擁有權或控制權變更）本訂單或其在本訂單項下的任何權利或義務，包括付款義務。若買方同意供應商的轉讓，則供應商應確保該等受讓人受本訂單條款及細則的約束。供應商應告知買方其任何分包商：(a) 在其設施內擁有帶有買方或其任何關聯公司名稱、徽標或商標的任何零件、組件或產品（或負責相關的附貼工作）；及／或 (b) 其特定地點的產出 50% 或以上是由買方購買。此外，供應商應為買方獲得該受讓人或分包商向供應商提供的書面確認，以確認其承諾以符合買方誠信政策的方式行事，並不時接受買方或其要求的第三方指定人員進行現場檢測或審計。買方可自由地向任何第三方或關聯企業（如上文第 2.2 (c) 節定義）轉讓本訂單。供應商特此同意該等轉讓。在不違反上述規定的前提下，本訂單對各方、其各自的繼受者和受讓人具有約束力且符合其利益。

18. COMPLIANCE WITH GEHC POLICIES. Supplier acknowledges that it has read and understands the *GE HealthCare Integrity Guide for Suppliers, Contractors and Consultants* ("Guide") located at <https://www.gehealthcare.com/about/suppliers/requirements-and->

[training](#). Supplier agrees to fully comply with the Guide with regard to provision of the Products and has reviewed (and/or will review, as appropriate) the Guide with all Subcontractors and personnel of the Supplier who will be performing activities in connection with this Order, and has instructed all such Subcontractors and personnel to comply with the Guide. As an essential element of this Order, Supplier shall remain solely responsible to take all necessary measures to ensure Supplier, its Subcontractors and personnel comply with the Guide. Supplier shall act in a manner consistent with all Laws concerning improper or illegal payments and gifts or gratuities (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), and Supplier agrees not to pay, promise to pay, give or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order. Buyer may update its policies, including the Guide, the Global Packaging Requirements, the GE Healthcare Government Acquisition of Commercial Items Appendix and the PDPA, from time-to-time.

18. 遵守 GEHC 政策。 供應商承認其已閱讀並理解《GE 供應商、分包商和顧問誠信指南》（「指南」；載於 <https://www.gehealthcare.com/about/suppliers/requirements-and-training>）。供應商同意在提供產品方面完全遵守該指南，並已與將執行與本訂單有關的活動之所有分包商和供應商人員細閱該指南，並且已指示所有該等分包商和人員遵守該指南。作為本訂單的重要規定，供應商應自行負責採取一切必要措施，以確保供應商、其分包商和人員遵守本指南。供應商的行為應符合所有有關不正當或非法付款和禮物或酬金的法律（包括美國《反海外腐敗法》和英國《反賄賂法》），並且供應商同意不直接或間接向任何人支付、承諾支付、給予或授權支付提供任何金錢或任何有價物品，以非法或不正當的方式促成與本訂單有關的決定或獲得或保留業務。買方可不時更新其政策，包括指南、全球包裝要求、GE Healthcare 政府採購商業項目附錄（GE Healthcare Government Acquisition of Commercial Items Appendix）和 PDPA。

19. COMPLIANCE WITH LAWS.

19. 遵守法律。

19.1 **General.** Supplier represents, warrants, certifies and covenants (“Covenants”) that it shall comply with all then-current laws, treaties, conventions, protocols, regulations, ordinances, codes, standards, directives, orders and rules issued by governmental agencies or authorities, which are applicable in any way to the activities relating to this Order or the manufacture, labeling, transportation, importation, exportation, licensing, certification, or approval of the Products or the chemical substances contained therein (collectively, “Law(s)”) and the Guide. Without limitation to the foregoing, Supplier Covenants that the Products sold to Buyer and their manufacture will comply with all applicable drug and medical device Laws, including regulations promulgated by the U.S. Food and Drug Administration (FDA), the U.S. Nuclear Regulatory Commission (NRC), the quality system regulations as set forth in 21 CFR part 820 or the equivalent applicable Law in the relevant jurisdiction, and any other relevant state and federal Laws, and any comparable international Laws in countries where the Products are sold.

19.1 **一般條款。** 供應商聲明、保證、證明和承諾（「承諾」），其將遵守適用於與本訂單或產品或其中所含化學物質的製造、標籤、運輸、進口、出口、許可、認證或批准有關的活動的所有由政府機構或當局發佈的現行法律、條約、公約、協議、法規、條例、守則、標準、指令、命令和規則（以下統稱為「法律」）和指南。在不限於上述規定的情況下，供應商承諾，出售給買方的產品及其製造將遵守所有適用的藥品和醫療器械法律，包括美國食品藥品監督管理局 (FDA)、美國核管理委員會 (NRC) 頒佈的法規、《聯邦規則彙編》第 21 篇第 820 部分中規定的質素系統法規或相關司法管轄區的同等適用法律，以及任何其他相關國家和聯邦法律，以及產品銷售國家/地區的任何類似國際法律。

19.2 Environment, Health and Safety.

19.2 環境、健康及安全。

(a) **General.** Supplier Covenants that it shall take appropriate actions necessary to protect health, safety and the environment and has established effective requirements to ensure any Subcontractors it uses to perform the work called for under this Order shall be in compliance with Section 19 of this Order.

(a) **一般條款。** 供應商承諾其將為保護健康、安全和環境之必要而採取適當行動並已建立有效的要求以確保任何其用於進行本訂單項下所需工作的供應商遵守本訂單第 19 節。

(b) **Material Content and Labeling.** Supplier Covenants that each chemical substance or hazardous material constituting or contained in the Products is suitable for use and transport and is properly packaged, marked, labeled, documented shipped and/or registered under applicable Law. Supplier Covenants that none of the Products contains any chemicals that are restricted or otherwise banned under the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the U.S. Toxic Substances Control Act, the European Union’s Restrictions on Hazardous Substances and REACH legislation or the equivalent applicable Law in the relevant jurisdiction, and other comparable chemical regulations, unless Buyer expressly agrees in writing. Upon request from Buyer, Supplier shall provide Buyer with safety data sheets, the chemical composition, including proportions or nanoscale properties, of any substance, preparation, mixture, alloy or Products supplied under this Order and any other relevant information or data in all readily available languages. The term “hazardous material” as shall mean any substance or material regulated on the basis of potential impact to safety, health or the environment pursuant to applicable Law.

(b) **物料含量和標籤。** 供應商承諾組成或包含於產品的每項化學物質或有害物質均適於使用和運輸，並以適當方式包裝、標記、標籤、有記錄地運輸及/或根據有關法律登記。供應商承諾所有產品均不包含任何根據《蒙特利爾議定書》、《關於持久性有機污染物的斯德哥爾摩公約》、《美國有毒物質控制法》、歐盟《有害物質限制》和 REACH 法規或相關司法管轄區的類似適用法律以及其他類似的化學法規限制或以其他方式禁止的化學品，除非買方以書面形式明確同意。根據買方的要求，供應商應向買方提供安全數據表、根據本訂

單提供的任何物質、製劑、混合物、合金或產品的化學成分，包括比例或納米級特性，以及所有現成可用語言的任何其他相關資料或數據。「危險材料」這一術語是指根據適用法律、以對安全、健康或環境的潛在影響受到管制的任何物質或材料。

To ensure that Buyer may utilize the Products in compliance with applicable Laws, such as Regulation 1907/2006/EC (“**REACH**”) and EU Directive 2011/65/EU (“**RoHS Directive**”), Supplier shall: (i) comply with Buyer’s REACH Guidance for Suppliers 5396068GSP and (ii) RoHS Directive requirements for Suppliers of Buyer Part and Assemblies 5240305GSP, or the equivalent applicable Law in the relevant jurisdiction. Supplier agrees to notify Buyer immediately in writing should it or any of its Subcontractors determine that non-compliant Products have been shipped and to provide Buyer with the identification number(s) of the non-compliant Products and stop shipping non-compliant Products.

為確保買方可以按照適用法律使用產品，例如歐盟 1907/2006/EC《關於化學品註冊、評估、授權和限制法規》（即「**REACH**」）和歐盟指令 2011/65/EU（「**RoHS 指令**」），供應商應：(i) 遵守買方的 REACH 供應商指南 5396068GSP 和 (ii) RoHS 指令對買方零件和零部件供應商的要求 5240305GSP 或相關司法管轄區的同等適用法律。供應商同意在其或其任何分包商確定已付運不合規產品時立即以書面形式通知買方，並向買方提供不合規產品的識別編號，並停止付運不合規產品。

19.3 Subcontractor Flow-downs for U.S. Government Contracts. Where the Products being procured by Buyer from Supplier are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government, the following additional terms in the *GE Healthcare Government Acquisition of Commercial Items Appendix*, which may be updated or modified by Buyer from time to time and which is located at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>, shall apply to this Order. Supplier acknowledges it has reviewed such Appendix and agrees to comply with such terms if applicable and Covenants that it has not been declared ineligible to contract with the U.S. Government or an end customer funded in whole or part by the U.S. Government. Supplier agrees to comply with the requirements of section 27 of the “Office of Federal Procurement Policy Act” (41 U.S.C. 423), as amended by section 814 of Public Law 101-189, and with the implementing regulations contained in FAR 3.104, and agrees to indemnify Buyer for any costs and liabilities incurred by Buyer as a result of violations of the act or regulations by Supplier or its Subcontractors.

19.3 美國政府商業項目合約的下游分包商。 若買方自供應商處採購的產品是用於支持美國政府作為最終客戶或全部或部分由美國政府資助的最終客戶，則《GE 政府採購商業項目附件》的附加條款將適用於本訂單，該附加條款可能由買方不時更新或修改，並詳見於 <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>。供應商確認其已經審閱該等附件並同意遵守該等條款（如適用），同時承諾其並未宣佈不適格與美國政府或由美國政府部分或全部資助的最終客戶締結合約。供應商同意遵守美國經公法 101-189 第 814 條修訂的「聯邦採購政策辦公室辦公室法」(41 USC 423) 第 27 條的要求，以及美國聯邦政府採購法 FAR 3.104 載列的實施條例，並同意賠償買方因供應商或其分包商違反法律或法規而招致的任何費用和承擔責任。

19.4 Import & Export Compliance (if applicable).

19.4 進出口合規（如適用）。

(a) **General.** Supplier Covenants that it is knowledgeable regarding all applicable export, export control, customs and import laws and shall comply with such laws and any instructions and/or policies provided by Buyer. This shall include securing all necessary clearance requirements, export and import licenses and exemptions from such licenses, and making all proper customs declarations and filings with and notifications to appropriate governmental bodies, including disclosures relating to the provision of services and the release or transfer of Products, hardware, software and technology to foreign destinations or nationals. Supplier Covenants that it shall not cause or permit any Products, technical data, software or the direct product thereof furnished by Buyer in connection with this Order to be exported, transshipped, re-exported or otherwise transferred except where expressly permitted by applicable Law. Supplier Covenants that it is not suspended, debarred or declared ineligible to export by any government entity. If Supplier is suspended, debarred or declared ineligible by any government entity, Buyer may terminate this Order immediately without liability to Buyer.

(a) **一般條款。** 供應商承諾，其了解所有適用的出口、出口管制、海關和進口法律，並應遵守該等法律以及買方提供的任何指示及／或政策。這應包括確保所有必要的清關要求、進出口許可證和該等許可證的豁免，並向適當的政府機構進行所有適當的海關申報、備案和通知，包括向外國目的地或國民披露與提供服務和產品、硬件、軟件和技術發佈或轉讓有關的事宜。供應商承諾，除非適用法律明確允許，其不得導致或允許出口、轉運、再出口或其他方式的轉讓由買方提供的與本訂單有關之任何產品、技術數據、軟件或其直接產品。供應商特此表示，其未有被任何政府實體暫停、禁止或宣佈無資格出口。若供應商被任何政府實體暫停、取消資格或宣佈無資格出口，買方可立即終止本訂單，且無須承擔任何責任。

(b) **Trade Restrictions.**

(b) **貿易限制。**

(i) Supplier Covenants that it shall not source from or otherwise sell, distribute, disclose, release, receive or otherwise transfer any item or technical data provided under this Order to or from: (1) any country designated as a “State Sponsor of Terrorism” or “SST” by the U.S. Department of State, (2) any entity located in, or owned by an entity located in a SST country, or (3) any person or entity listed on the “Specifically Designated Nationals and Blocked Persons” list maintained by the U.S. Department of Treasury. This clause shall apply regardless of the legality of such a transaction under local Law.

(i) 供應商承諾其不得向或從以下各方售賣、分銷、披露、發出、接收或以其它方式轉移本訂單項下的任何項目或技術數據：(1) 任何被美國國務院認定為「支持恐怖主義的國家」（又稱「SST」）的國家；(2) 任何位於 SST 國家的實體或被位於 SST 國家的實體擁有的實體；或 (3) 任何被美國財政部列入「特別指定的國家及限制的個人」名單的個人或實體。無論交易在交易當地法律下合法與否，本條均應當適用。

(ii) Buyer may, from time to time and for business reasons, withdraw from and/or restrict its business dealings in certain jurisdictions, regions, territories and/or countries. Thus, subject to applicable Law, Supplier hereby agrees not to supply any Products to Buyer under this Order that are sourced directly or indirectly from any such jurisdiction, region, territory and/or country identified to Supplier by Buyer, unless an appropriate license is obtained.

(ii) 買方可不時出於商業原因退出及／或限制其在特定司法管轄區、地區、領土及／或國家／地區的業務交易。因此，受制於適用法律，供應商在此同意除非取得相關許可，否則不在本訂單項下向買方供應任何直接或間接源自買方向供應商指出的該等司法管轄區域、地區、領域及／或國家的產品。

(c) Trade Remedy Laws.

(c) 貿易救濟法。

(i) Supplier agrees to mark each Product and, as appropriate/applicable, Product packaging, labels, or invoices with the country of origin (manufacture) for the Product, in accordance with applicable customs/import laws and regulations. Supplier shall also provide Buyer, upon request, acceptable and auditable documentation establishing country of origin for all Products provided under this Order, including without limitation, certifications of origin. Supplier warrants the accuracy of its declarations of origin, including but not limited to certificates of origin, such that Buyer can rely on any origin declarations to determine eligibility for preferential duty under free trade agreements. If Supplier subsequently revokes such declaration of origin, Supplier agrees, to the extent permitted by law, to indemnify, defend and hold Buyer harmless from and against any additional customs duty, fees, and other costs or expenses arising out of or in connection to any declared eligibility for a free trade agreement.

(i) 供應商同意根據適用的海關／進口法律和法規，在每件產品以及適當／適用的產品包裝、標籤或發票上標明產品的原產地（製造商）。供應商還應根據要求向買方提供可接受且可審核的文件，以確定本訂單下提供的所有產品的原產地，包括但不限於原產地證明。供應商保證其原產地聲明的準確性，包括但不限於原產地證書，以便買方依照任何原產地聲明，確定其是否有資格享有自由貿易協定下的優惠關稅。若供應商隨後撤銷該等原產地聲明，則供應商同意在法律允許的範圍內，就任何因申報的自由貿易協定資格而引起或與之相關的任何額外關稅、費用和其他成本或開支，向買方進行賠償、為其辯護並使其免受損害。

(ii) Supplier Covenants that no Products sold to Buyer hereunder are subject to antidumping or countervailing duties. Supplier Covenants that all sales made hereunder shall be made in circumstances that shall not give rise to the imposition of new antidumping or countervailing duties or other duties or tariffs including, in connection with a trade dispute or as a remedy in an “escape clause”, under the Law of any countries to which the Products may be exported. If any jurisdiction imposes such duties or tariffs on Products subject to this Order, Buyer may terminate this Order immediately upon written notice to Supplier without liability to Buyer.

(ii) 供應商承諾，根據本協議向買方出售的任何產品均無須徵收反傾銷稅或反補貼稅。供應商承諾，根據產品出口的任何國家／地區的法律，本協議項下的所有銷售均應在不會導致徵收新的反傾銷或反補貼稅或其他關稅的情況下進行，包括與貿易爭議相關或作為「免責條款」中的補償。若任何司法管轄區對受本訂單約束的產品徵收該等關稅，買方可在向供應商發出書面通知後立即終止本訂單，而無須對買方承擔任何責任。

(d) International Shipments. If Products cross an international border, Supplier shall perform customs clearance as per the applicable Incoterm and provide a copy of the export declaration together with the commercial/pro forma invoice. The invoice shall be in English and the language of the destination country, and shall include the information noted in Section 19.4(e) below. Furthermore, all Products provided by Buyer to Supplier for the performance, and not included in the purchase price, of the Order shall be identified separately on the invoice (e.g., consigned materials, tooling, free issue goods, etc.). Each invoice shall also include any reference information for any consigned Products and shall identify any discounts, credits or rebates from the base price used in determining the invoice value.

(d) 國際貨運。若產品跨越國際邊界，供應商應按照適用的《國貿條規》（Incoterm）進行清關，並提供出口報關單副本以及商業／形式發票。發票應使用英語和目的地國家／地區的語言，並應包括下文第 19.4(e) 節中所述的資料。此外，買方為履行訂單而向供應商提供且不包括在採購價格中的所有產品，應在發票上單獨標識（例如委託材料、工具、免費發放的貨品等）。每張發票還應列明任何寄售產品的任何參考資料，並應標明用於確定發票價值的基價之任何折扣、信用或回扣。

(e) Shipping/Documentation Requirements. With each shipment, Supplier shall provide (1) a packing list containing all information specified in Section 3.3; (2) a commercial or pro forma invoice containing all information specified below; and (3) all required security-related information needed to import the Products. The commercial/pro forma invoice shall include: (i) contact names and telephone numbers of representatives of Buyer and Supplier who have knowledge of the transaction; (ii) Buyer's order number; (iii) order line item; (iv) part number; (v) release number (in the case of a “blanket order”); (vi) detailed description of the merchandise; (vii) quantity; (viii) unit purchase price in the currency of the transaction, including any additions to the value, including surcharges, premiums, assists or commissions that are pertinent to the sale; (ix) Incoterms® 2020 used in the transaction; (x) the named place of delivery; and (xi) both “country of origin” of the Products (including certifications of origin for Products qualifying for preferential duty provisions, as applicable) and customs tariff numbers of the country of consignment, as each are determined under customs law; the applicable national export control numbers; and if the Products are subject to U.S. export regulations, ECCN or ITAR classifications and Harmonized Tariff numbers. Where Products contain U.S. components, Supplier will also provide Buyer with details of the United States content value as a percentage of the price of the Products upon Buyer's request.

(e) 發貨／文件要求。就每次貨運，供應商應提供 (1) 包含第 3.3 節列明的所有資料之裝箱單；(2) 包含下列所有資料的商業或形式發票；(3) 進口產品所需的所有安全相關資料。商業／形式發票應包括：(i) 買方和供應商知悉交易內容的代表之聯絡人姓名和電話號碼；(ii) 買方的訂單編號；(iii) 訂單明細；(iv) 零件編號；(v) 版本編號（在「綜合訂單」的情況下）；(vi) 商品的詳細描述；(vii) 數量；(viii) 以交易貨幣計算的單位採購價格，涵蓋任何附加價值，包括與銷售相關的附加費、溢價、輔助或佣金；(ix) 交易使用的《國際貿易術語解釋通 GE HealthCare Standard Terms of Purchase - HK（2023 年 1 月）

則 2020》(Incoterms® 2020)；(x) 指定的交貨地點；(xi) 產品的「原產地」(包括符合優惠關稅規定的產品之原產地證明，如適用)和根據海關法確定的交付地之海關稅號；適用的國家出口管制編號；及在適用美國出口規則的情況下，出口控制分類編號 (ECCN) 或《國際武器貿易條例》(ITAR) 分類。若產品包含美國組件，供應商還將根據買方要求向買方提供美國成分價值佔產品價格百分比的詳細資料。

(f) Preferential Trade Agreements/Duty Drawback. If Products shall be delivered to a destination country having a trade preferential or customs union agreement (“**Trade Agreement**”) with Supplier’s country, Supplier shall cooperate with Buyer to review the eligibility of the Products for any special program for Buyer’s benefit and provide Buyer with any required documentation, including declarations or certificates of origin to support the applicable special customs program or Trade Agreement to allow duty free or reduced duty for entry of Products into the destination country. If Supplier is the importer of record for any Products purchased hereunder, including any component parts thereof, upon Buyer’s request, Supplier shall provide Buyer with all necessary customs documentation to enable Buyer to file for and obtain duty drawback. Similarly, should any Trade Agreement or special customs program applicable to this Order be introduced at any time during the Order performance and be of benefit to Buyer, in Buyer’s judgment, Supplier shall cooperate with Buyer’s efforts to realize any such available credits, including counter-trade or offset credit value which may result from this Order, and Supplier acknowledges that such credits and benefits shall inure solely to Buyer’s benefit. Supplier shall promptly notify Buyer of any known documentation errors and/or changes to the origin of Products. Supplier shall indemnify Buyer for any costs, fines, penalties or charges arising from Supplier’s inaccurate documentation or untimely cooperation.

(f) 優惠貿易協議／退稅。若產品應交付至目的地國家與供應商所在國家／地區之間存在優惠的貿易協議或關稅同盟協議（「**貿易協議**」），供應商應為買方的利益與買方配合審閱任何特殊項目對產品的可適用性，並向買方提供任何所需文件，包括用以支持適用的特殊關稅項目或貿易協議的關於原產地的聲明或證書以使得產品進入目的地國家／地區可以享受零關稅或寬減後的關稅。若供應商是本訂單項下購買的任何產品、包括其組件的進口商，則依買方要求，供應商應向買方提供所有必要的文件以使得買方能夠申請並取得退稅。同樣，若在訂單履行期間的任何時間，有關當局實施任何適用於本訂單的貿易協議或特殊海關計劃，且有利於買方，根據買方的判斷，供應商應配合買方，實現任何該等可用信用，包括反貿易或抵扣本訂單所產生的信用價值，且供應商承諾，該等信用和利益須完全符合買方的利益。供應商應立即通知買方任何已知的關於產品原產地的文件錯誤和及／或變更。供應商應向買方賠償因供應商文件不準確或合作不及時而產生的任何成本、罰款、處罰或費用。

19.5 Subcontractor Flowdown. Supplier Covenants that it has included requirements substantially similar to the covenants in this Order in all subcontracts it enters into related to the fulfillment of this Order.

19.5 分包商流程。供應商承諾，在其簽訂與履行本訂單有關的所有分包合同中包含與本訂單的契約大體上相似的要求。

20. BUSINESS CONTINUITY PLANNING AND SUPPLY CHAIN SECURITY.

20. 商業可持續計劃及供應鏈安全。

20.1 Business Continuity Planning. Supplier shall prepare, maintain and provide, at no additional cost to Buyer, a Business Continuity Plan (“**BCP**”), and upon Buyer’s or its designated third party’s request, Supplier shall provide a written BCP that outlines Supplier’s internal contingency arrangements to ensure continuity of supply if Supplier or any of Supplier’s Subcontractors are unable to provide Products to Buyer. Supplier’s BCP shall, at a minimum, provide for: (a) the retention and retrieval of data and files; (b) obtaining resources necessary for recovery; (c) appropriate continuity plans to maintain adequate levels of staffing required to provide the Products as well as services during a disruptive event; (d) procedures to activate an immediate, orderly response to emergency situations; (e) procedures to address potential disruptions to Supplier’s supply chain; (f) a defined prompt escalation process for notification of Buyer in the event of a BCP-triggering interruption; and (g) training for key Supplier personnel who are responsible for monitoring and maintaining Supplier’s continuity plans and records. Supplier shall test the BCP at least annually, and Supplier will immediately notify Buyer of any changes to the BCP. Supplier will use all commercially reasonable efforts to ensure continuity of supply of Products to the extent the implementation of such changes in Supplier’s BCP could cause a disruption in supply.

20.1 商業可持續計劃。供應商應在不對買方產生額外花費的情況下，準備、維護和向買方提供商業可持續計劃（「**商業可持續計劃**」），並且根據買方或其指定的第三方的要求，供應商應提供一份書面的商業可持續計劃，其中概述倘若供應商或任何供應商的分包商無法向買方提供產品，供應商有何內部應急安排，以確保供應的可持續性。供應商的商業可持續計劃最少應規定：(a) 資料和文件的保留和檢索；(b) 取得恢復所需的資源；(c) 合適的可持續性計劃，以維持在中斷事件期間提供產品和服務所需的足夠人員水平；(d) 啟動對緊急情況及時、有序的響應程序；(e) 用於處理供應商供應鏈潛在的中斷事件的程序；(f) 在觸發商業可持續計劃的中斷情況下，用於通知買方之明確且及時的上報流程；(g) 訓練負責監察和維護供應商可持續計劃和記錄的核心供應商人員。供應商應對商業可持續計劃最少每年測試一次，並且就該計劃的任何變更立即通知買方。供應商將盡商業上合理的努力，在實施商業可持續計劃之該等變更可能會導致供應中斷的情況下，確保產品供應的可持續性。

21. GOVERNING LAW AND DISPUTE RESOLUTION.

21. 適用法律及爭議解決。

21.1 Governing Law. This Order shall in all respects be governed by and interpreted in accordance with the substantive law of Buyer’s domicile, excluding its conflicts of law provisions. The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

21.1 適用法律。本訂單在所有方面均受買方所在地實體法管轄和解釋，但不適用其法律衝突規定。雙方排除《聯合國國際貨物銷售合約公約》於適用範圍之外。

21.2 Dispute Resolution. Any dispute arising out of or in connection with this Order (“Dispute”) shall be finally settled by arbitration in HK by the Hong Kong International Arbitration Centre in accordance with its arbitration rules. The award shall be final and binding on both Buyer and Supplier, and the parties hereby waive the right of appeal to any court for amendment or modification of the arbitrators’ award.

21.2 爭議解決。任何因本訂單產生或與本訂單相關的爭議（「爭議」）應提交香港國際仲裁中心，根據其仲裁規則在香港透過仲裁進行最終解決。該等仲裁裁決應是終局且對買方和供應商均有約束力，並且雙方特此放棄向任何法院上訴請求修改或變更仲裁裁決書的權利。

22. ELECTRONIC COMMERCE. Supplier agrees to participate in Buyer’s current and future electronic commerce applications and initiatives. For purposes of this Order, each electronic message sent between the parties within such applications or initiatives shall be deemed: (a) “written” and a “writing”; (b) “signed” (in the manner below); and (c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the validity, effectiveness or enforceability of any such electronic message on the grounds that a “statute of frauds” or any other law or rule of evidence requires written, signed agreements. Any such electronic documents may be introduced as substantive evidence in any proceedings between the parties as business records as if originated and maintained in paper form. Neither party shall object to the admissibility of any such electronic document for any reason. By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature attributed to the message content. The effect of each such message shall be determined by the electronic message content and by applicable Law, excluding any such law requiring signed agreements or otherwise in conflict with this Section.

22. 電子商務。 供應商同意參與買方目前和未來的電子商務應用和計劃。就本訂單而言，各方在該等應用或計劃中發送的每個電子訊息均應視為：(a) 「書面」；(b) 「已簽署」（以下列方式）；(c) 由電子檔案或在正常業務過程中建立和保存的記錄列印而成的原始業務記錄對於任何該等電子訊息的效力、有效性或可執行性，雙方明確放棄以「反欺詐法規」或任何其他法律或證據規則要求書面簽署協議為由進行反對的任何權利。任何該等電子文件可以如其以紙質形式建立和保存一樣被作為實質性證據引入雙方之間的任何訴訟。任何一方均不得以任何理由反對任何該等電子文件被作為證據。透過在任何該等電子訊息上放置名稱或其他標識符號，如此做的一方即視為在消息上簽名以使其簽名歸屬於該訊息內容。每個該等訊息的效力應由該電子訊息的內容和適用的相關法律所決定，任何要求協議必須簽署或以其他方式與本節協定有所衝突的法律均應被排除於適用範圍之外。

23. INDEPENDENT CONTRACTORS/ADDITIONAL SERVICE-RELATED PROVISIONS.

23. 獨立分包商／與服務相關的額外規定。

23.1 Independent Contractor. The relationship of Buyer and Supplier is that of independent contractors. Nothing in this Order shall be interpreted or construed as creating or establishing the relationship of employer and employee between Buyer and Supplier or Supplier personnel (which for purposes of this Section 23, shall also include any personnel of Supplier’s Subcontractors). Buyer has no right to control directly or indirectly the terms and conditions of the employment of Supplier personnel. As appropriate, Buyer shall give direction as to the ultimate objective of the project to the Supplier. The Supplier shall ensure that its personnel adhere to the terms and policies in this Order and that they have the requisite knowledge, training and ability to perform work under this Order competently and in accordance with applicable Laws and regulations. Buyer shall have the right to reject or have removed immediately from the performance of work hereunder any Supplier personnel who, in Buyer’s sole judgment, lack such knowledge, training or ability. Supplier’s personnel are not authorized to enter into any agreements or to make any commitments financial or otherwise on behalf of Buyer.

23.1 獨立分包商。買方與供應商的關係屬獨立分包商關係。本訂單中的任何內容均不得詮釋為在買方與供應商或供應商人員（就本第 23 節而言，亦應包括供應商分包商的任何人員）之間建立或確立僱主與僱員的關係。買方無權直接或間接控制供應商的僱傭條款及細則。適當情況下，買方應就項目的最終目標向供應商提供指引。供應商應確保其人員遵守本訂單中的條款和政策，並確保其具備必要的知識、培訓和能力，能夠勝任並按照適用的法律和法規執行本訂單項下的工作。買方有權拒絕或立即將任何根據買方自行判斷缺乏該等知識、培訓或能力的供應商人員從本訂單項下的工作中撤除。供應商人員無權代表買方簽訂任何協議或作出任何財務或其他承諾。

23.2 Work on Buyer’s and Buyer Customer Premises. All Supplier personnel will be subject to and will conform to the applicable site regulations, requirements and rules governing conduct of personnel while at Buyer’s or its customer’s premises, location, facility or work site (each a “Buyer Site”), including safety and security requirements. Supplier is responsible at all times for its, as well as its personnel’s, compliance with all of the foregoing. When Supplier’s personnel are at a Buyer Site, Buyer or its customers will have the right to remove Supplier, including any personnel, from its premises. At no cost to Buyer or Buyer’s customers, Supplier will immediately replace any and all personnel that are removed or violate any of the foregoing regulations, rules, and/or requirements with personnel possessing requisite skills and experience. If any portion of the activities under this Order is performed by Supplier or any member of the Supplier personnel in, on or near a Buyer Site, Supplier shall defend, indemnify, release and hold harmless Buyer, its Affiliates and its or their customers, and its and their directors, officers, employees, agents, representatives, successors and assigns from and against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, or liabilities, which may arise in any way out of (a) injury to or death of any of the members of the Supplier personnel, (b) damage to the property of any of the members of the Supplier personnel, or (c) any environmental claim of whatsoever nature emanating from the equipment, premises and/or property of, or under the control of, Supplier and/or other members of the Supplier personnel, however such injury, death or damage may be caused, whether caused or alleged to be caused by the negligence of any party or third party, the conditions of the premises or otherwise.

23.2 在買方和買方客戶場所工作。所有供應商人員在買方或其客戶的場所、地點、設施或工作場所（各個「買方場所」）時，均將受制於並遵守適用的場所法規、要求和管理人員行為的規則，包括安全和保安要求。供應商需時刻對其及其人員遵守上述所有規定負責。當供應商的人員在買方場所時，買方或其客戶將有權將供應商（包括任何人員）從其場所移除。供應商將立即以擁有必要技能和經驗的人員替換任何和所有被解僱或違反任何上述法規、規則及／或要求的人員，而買方或買方客戶無須承擔任何費用。若本訂單項下的任何部分活動由供應商或任何供應商人員在買方場所、現場或附近執行，而以任何方式發生下列事件，供應商應就此為買方、其關聯公司及其／或其客

戶及其董事、管理層、員工、代理人、代表、繼受者和受讓人辯護、賠償、免除並使其免受任何和所有訴訟的損害、法律或衡平法上的訴訟、行動或程序，以及任何和所有索償、要求、損失、判決、罰款、處罰、損害賠償、成本、費用或責任，該等情況包括：(a) 任何供應商人員受傷或死亡，(b) 任何供應商人員的財產損失，或 (c) 因供應商及／或其他供應商人員或在其控制下的設備、場所及／或財產產生之任何性質的環境索償，無論該等傷害、死亡或損害是如何造成，亦無論是否因任何一方或第三方的疏忽、場所條件或其他原因造成或聲稱造成。

23.3 *Background Checks.* To the extent permissible by applicable Law and after securing appropriate written authorization from Supplier personnel, Supplier shall, through the utilization of an authorized background checking agency, perform background checks pursuant to the *GE HealthCare Guidelines for Background Checking* located at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> prior to: (a) stationing any Supplier personnel to perform services at any Buyer Site (for clarity, “stationing” shall not include periodic attendance or visits to a Buyer Site); (b) granting Supplier personnel access to Buyer networks; (c) assigning Supplier personnel to duties that are directly related to the safe operation or security of a Buyer Site, which, if not performed properly, could cause a serious environmental, health or safety hazard; or (d) assigning Supplier personnel to a Buyer Site that is designated in its entirety as “security sensitive,” even though the work responsibilities, if performed in another context, would not be security sensitive.

23.3 背景審查。在適用法律允許的範圍內，並從供應商人員處取得合適的書面授權後，供應商應在下列事項開展之前透過經授權的背景審查機構，根據《GE HealthCare 背景調查指南》（<https://www.gehealthcare.com/about/suppliers/terms-and-conditions>）開展背景調審查：(a) 派駐任何供應商人員在任何買方場所執行服務（為避免歧義，「派駐」不應包括定期到訪或參觀買方場所）；(b) 授予供應商人員存取買方網絡的權限；(c) 指派供應商人員負責與買方場所的安全操作或保安直接相關的任務，該等任務若執行不當，可能會導致嚴重的環境、健康或安全危險；或 (d) 指派供應商人員前往被指定為整體上「安全敏感」的買方地點，即使該工作任務在其他環境中並非安全敏感的。

24. MISCELLANEOUS. This Order, with documents as are expressly incorporated herein by reference, is intended as a complete, exclusive and final expression of the parties’ agreement with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. No course of prior dealings and no usage of the trade shall be relevant to determine the meaning of this Order even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. No claim or right arising out of a breach of this Order can be discharged by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party’s failure to enforce any provision hereof shall not be construed to be a waiver of such provision or the right of such party thereafter to enforce such provision. Buyer’s rights and remedies in this Order are in addition to any other rights and remedies provided by Law, contract or equity, and Buyer may exercise all such rights and remedies singularly, alternatively, successively or concurrently. The term “including” shall mean and be construed as “including, but not limited to” or “including, without limitation”. The invalidity of any section or paragraph of this Order shall not affect the remainder of such section or paragraph or any other section or paragraph, which shall continue in full force and effect. Any section or paragraph deemed invalid will be given a lawful interpretation that most closely reflects the original intention of Buyer and Supplier. All provisions or obligations in this Order, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Order shall survive and remain binding upon and for the benefit of the parties, their successors (including successors by merger) and permitted assigns including Sections 2.2(c), 2.3, 6, 7, 8, 11, 12, 13, 14, 15, 16, 18, 19, 21, 22 and 24 of this Order.

24. 其他。本訂單以及其明文引用的文件，應被視為一份針對其所述事項的完整、排他和終局性的雙方協議表達，且替代雙方之間任何先前或同時作出的書面或口頭協議。即使同意或默示同意的一方知曉並有機會反對，任何先前的交易方式和行業慣例與確定本訂單的含義無關。任何因違反本訂單而產生的要求或權利不應被一份放棄通知所免除，除非該等放棄通知有相對應價的支持並經受損害的一方書面簽署。任何一方未能執行本文的任何規定不應被視為放棄該規定或該方此後執行該規定的權利。買方在本訂單中的權利和補償屬對任何其他基於法律、合約或衡平法規定的權利和補償的補充，並且買方有權單獨、擇一、相繼或同時行使所有該等權利和救濟。術語「包括」應表示並被解釋為「包括但不限於」。如本訂單任何章節或段落失效，不應影響該章節或段落的剩餘部分，且該條款和段落的剩餘部分及其他章節和段落繼續維持十足效力及作用。任何被視為無效的章節或段落將予以合法解釋，且最大程度地反映買方和供應商的原始意思。所有本訂單中包含的條款或義務，如按照其性質和效力被要求或被視為將在本訂單終止或屆滿後繼續得到遵守、保留或執行，該等條款或義務應繼續有效並持續為雙方的利益對雙方、其繼受者（包括透過合併的繼受者）和經允許的受讓人，包括本訂單第 2.2(c)、2.3、6、7、8、11、12、13、14、15、16、18、19、21、22 和 24 節。

This document is written in both English and Chinese languages, and the English version shall prevail in case of any discrepancy between two versions.

本文件以中英文兩種語言編寫，如有歧異，概以英文本為準。