

购买产品和服务一般性条款与条件

<p>The "Agreement" between you ("Supplier") and the ordering Unilever group company ("Buyer") (collectively "parties") comprises: these terms ("Terms") or Unilever Purchasing Agreement or other Unilever contract; any and all relevant purchase orders requesting or specifying a supply of services or products ("PO"); and supporting terms such as statements of work (SOWs), project work order (PWO) and Commercial Terms Contracts ("CTC"). CTCs may include: central CTCs agreed between a Unilever group company ("UGC") and a Supplier group company each acting as a supply chain hub; local CTCs agreed between a Buyer and a Supplier; and Unilever Purchasing Contracts ("UPC"). It is agreed by the parties that any terms and conditions other than the Agreement which attempt to add to or vary the Agreement have no force or effect unless expressly agreed by both parties. If there is conflict between parts of the Agreement, the terms in any central CTC will take precedence, followed by any other CTC, these Terms and finally any PO.</p>	<p>贵方（“供应商”）和订购产品与服务的联合利华集团公司（“买方”）（统称为“协议方”）之间订立的“协议”包括：如下条款（“条款”）或者联合利华采购协议或其他联合利华合同；要求或指定提供服务或产品的所有相关采购订单（简称为“PO”）；工作说明书（SOW），项目工作单（PWO）和包括商业条款合同（简称为“CTC”）在内的支持性条款。CTC可能包括：由联合利华集团公司（简称为“UGC”）和分别代表供应链中心的供应商集团公司商定的中心 CTC；由“买方”和“供应商”商定的本地 CTC；以及联合利华采购合同（简称为“UPC”）。协议方一致商定，除非协议双方明确同意，否则除了“协议”之外，任何试图补充或修改“协议”的条款与条件均无任何效力。如果“协议”所含内容存在冲突，任何中心 CTC 的相关条款则将处于优先地位，然后依次是任何其他 CTC、如下条款和任何 PO。</p>	<p>CTC. The Buyer may cancel a rejected PO in whole or in part.</p> <p>2.2. If any PO is sent by electronic communication, Unilever's E-Commerce Terms and Conditions available at <a href="http://www.unileversuppliers.com">www.unileversuppliers.com</a> shall also apply.</p> <p>2.3. Where any correspondence (including emails and CTCs) specifies a volume of Products/ Services to be purchased by the Buyer, such volumes shall be non-binding estimates only, to the Buyer, and shall be without prejudice to the volumes actually purchased under the Agreement, unless expressly stated as binding in the CTC.</p> <p>2.4. The Buyer may forward regular forecasts of requirements to the Supplier. Such forecasts are non-binding estimates only and are only intended to assist the Supplier in scheduling its production and delivery of Products or provision of Services and they are without prejudice to the volumes actually purchased under the Agreement.</p> <p>3. Delivery, Non-Performance &amp; Indemnity</p> <p>3.1. Without prejudice to any rights of the Buyer, the Supplier shall immediately give notice to the Buyer if it becomes aware or anticipates: (a) it will be unable to supply any Products/ Services at the agreed time; (b) the Products/ Services do not comply with the Agreement; or (c) any matter which may result in a potential safety risk to consumers arising from the Products/ Services (whether such risk arises as a result of non-conforming Products or otherwise).</p> <p>3.2. If any Products/ Services do not comply with the Agreement, or are not provided in full within the agreed time the Buyer may, at its discretion reject the non-conforming or late Products/ Services and/or require the Supplier to re-supply non-conforming Products/ Services at the Supplier's expense or terminate the PO in whole or in part. These rights to reject and/or require re-supply or terminate shall not affect any other remedy to which the Buyer may be entitled, including without limitation, reimbursement by Supplier for incremental costs incurred relating to procurement of replacement Products/ Services.</p> <p>3.3. If there is (i) any matter which may result in a safety risk to consumers arising from the Product / Services or (ii) a voluntary or mandated recall, withdrawal or similar measure ("Recall") of any of the Products, the Supplier shall:</p> <p>(a) provide reasonable assistance to the Buyer in developing and implementing a strategy;</p> <p>(b) where practicable and as soon as possible give the Buyer advance notice and full details of any action it is legally obliged to take including communicating with any governmental body.</p> <p>3.4. Except to the extent required to comply with any legal obligation, no Supplier shall voluntarily initiate any Recall of any Unilever products without the prior written consent of Unilever, which consent shall not be unreasonably withheld.</p> <p>3.5. The Supplier shall be liable for, and shall indemnify, defend and hold harmless all UGCs from and against, all losses incurred or suffered as a result of Recall of a product incorporating the Products to</p>	<p>整体或部分上取消被拒绝的 PO。</p> <p>2.2.如果任何 PO 以电子通讯方式发送，那么联合利华的电子商务条款与条件（参见 <a href="http://www.unileversuppliers.com">www.unileversuppliers.com</a>）也应适用。</p> <p>2.3.如果任何通信（包括电子邮件和 CTC）指定了“买方”采购“产品/服务”的数量，相关数量对于“买方”而言仅为非约束性估计数量，对于依据“协议”实际采购的数量毫无影响，但在 CTC 中明确说明具有约束性的除外。</p> <p>2.4.“买方”可以将对于要求的定期预测转发给“供应商”。相关预测仅为非约束性估计数量，仅旨在帮助“供应商”安排其生产和交付“产品”或提供“服务”的日程，它们对于依据“协议”实际采购的数量毫无影响。</p> <p>3.交付、不履行和赔偿条款</p> <p>3.1.在不影响“买方”任何权利之情况下，如果它了解到或预期到如下方面，“供应商”应当立即通知“买方”：(a) 它将不能按商定时间供应任何“产品/服务”；(b) “产品/服务”不符合“协议”要求；(c) 任何可能由于“产品/服务”而对消费者可能造成潜在安全风险的事项（无论相关风险是否由于不合格产品或其他原因造成的）。</p> <p>3.2.如果任何“产品/服务”不符合“协议”规定，或者没有在商定的时间之内交付，“买方”可以自主决定拒绝不合格或晚期产品/服务，和/或要求“供应商”自费重新提供不合格“产品/服务”，或者整体或部分上终止 PO。拒绝和/或要求重新供应或终止协议的权利将不影响“买方”有权享有的任何其他救济措施，包括但不限于由“供应商”报销因为采购替代“产品/服务”而发生的额外费用。</p> <p>3.3.如果发生(i) 由于“产品/服务”而可能导致安全风险的事项或者(ii) 对任何“产品”的自愿或强制召回、撤回或类似措施（简称为“召回”），供应商应当：</p> <p>(a) 应当合理地帮助“买方”制定和实施策略；</p> <p>(b) 在切实可行且尽早情况下，提前通知“买方”并向其全面说明它依法需要采取的任何措施，包括与任何政府机构进行沟通。</p> <p>3.4.除非为了遵守任何法律义务，否则在没有联合利华事先书面同意的情况下，任何“供应商”将不会自愿启动对任何联合利华产品的召回，上述“同意”不能被不合理拒绝。</p> <p>3.5.“供应商”应当负责并应赔偿、保护和使所有的 UGC 免于遭受由于“召回”包含“产品”的某种产品而致的所有损失，但条</p>
<p>1. Supply of Products and/or Services</p>	<p>1. 产品和/或服务的供应</p>		
<p>1.1. The Supplier shall supply to the Buyer, the products ("Products") and/or services ("Services") (together "Products/ Services") in accordance with the Agreement and with the skill, care, prudence and foresight of a diligent supplier of such Products/ Services.</p>	<p>1.1.“供应商”将依据“协议”并运用相关产品/服务的勤勉供应商应具备的技巧、关心、审慎和预见，向“买方”提供相关产品（“产品”）和/或服务（“服务”）。</p>		
<p>1.2. Any items, services, functions or responsibilities not specifically described in the Agreement and which are reasonably necessary for the proper supply of the Products/ Services are deemed to be included within the scope of the Products/ Services to be delivered for the Price.</p>	<p>1.2.“协议”中没有特别说明同时对妥善供应“产品/服务”必不可少的任何项目、服务、功能或责任，应当视为包括在依据协议“价格”交付的“产品/服务”范围之内。</p>		
<p>1.3. The Supplier shall comply with all written policies (whether presented electronically or otherwise), recommendations and requirements and reasonable instructions of the Buyer provided from time to time. The Supplier shall at all times comply with Buyer's quality assurance requirements and shall remain responsible for quality assurance with respect to all Products/ Services.</p>	<p>1.3.“供应商”应当遵循所有的书面政策（其呈现形式无论是电子方式亦或其他方式）、建议和要求以及由“买方”不时提出的合理指示。“供应商”应当始终遵循“买方”的质保要求，同时应始终对有关所有“产品/服务”的质保事宜负责。</p>		
<p>1.4. Upon expiry or termination of the Agreement (in whole or in part) for any reason the Supplier shall (a) provide such reasonable transfer assistance (including continued provision of the Services) to a new supplier in respect of the Products/ Services as the Buyer may require to minimise any disruption and ensure continuity of the Buyer's business and (b) the Supplier shall cease to use for any purpose, and shall deliver to the Buyer, in the Buyer's chosen format, on media free of viruses, within 5 days of expiry or termination, any work product (whether or not in final form) purchased by the Buyer. On termination, supplier undertakes to return or securely delete or destroy Buyer's personal data, Confidential Information and/or commercial data.</p>	<p>1.4.在“协议”由于任何原因而到期或终止之后（全部或部分上），“供应商”应当：</p> <p>(a) 就买方可能要求的产品/服务向新供应商提供合理的转移协助（包括继续提供服务），以最大程度地减少干扰并确保买方业务的持续性；以及(b) 供应商应停止将其用于任何目的，并应在其有效期满或终止后的 5 天内，以买方选择的格式，在没有病毒的媒体上将买方购买的任何工作产品（无论是否以最终形式）交付给买方。终止时，供应商保证退还或安全删除或销毁买方的个人数据，机密信息和/或商业数据</p>		
<p>1.5. In case of partial termination this provision shall apply only to the work product relating to the terminated part of the Agreement.</p>	<p>1.5. 如果是部分终止，该条款仅适用于与“协议”终止部分相关的工作产品。</p>		
<p>2. Ordering</p>	<p>2. 订购条款</p>		
<p>2.1. The Supplier shall be deemed to have accepted a PO on receipt unless it gives written notice within 3 days of receipt if the PO does not conform to any relevant</p>	<p>2.1.除非它在收到之后的 3 日之内书面通知 PO 不符合任何相关的 CTC，否则“供应商”应当视为已经接受 PO。“买方”可以</p>		



the extent that such Recall arises as a result of the Products/ Services, except to the extent that these situations arise due to the requirements of the Specifications of the Products.	件是相关“召回”是由“产品/服务”造成的，这些情况是由“产品”规格之相关要求造成的除外。
3.6. The Supplier shall ensure it has, and shall for the duration of the Agreement maintain in place, adequate general liability insurance and as relevant, professional liability, product liability and/or other insurance and shall provide satisfactory evidence at the Buyer's request.	3.6.“供应商”应当确保其拥有并且在“协议”的存续期间相应办理适当的一般性责任保险以及与之相关的职业责任保险、产品责任保险和/或其他保险，同时应依据“买方”要求提供满意的证据。
<b>4. Price and Payment</b>	<b>4.价格与付款</b>
4.1. The price for the Products/ Services shall be as set out in the Agreement (“Price”) which Price includes all shipment preparation and packaging cost but excludes VAT, sales tax or equivalent unless set out in a breakdown of the Price and agreed in writing.	4.1.“产品/服务”的价格应当在“协议”明确列述（“价格”），相关“价格”应当包括所有的装运准备和包装费用，但是不包括增值税、销售税或类似税项，但在“价格”“细明确列述以及通过书面形式商定者除外。
4.2. Invoices shall comply with the invoicing requirements on <a href="http://www.unileversuppliers.com">www.unileversuppliers.com</a>	4.2.发票应当符合发票要求（参见 <a href="http://www.unileversuppliers.com">www.unileversuppliers.com</a> ）
4.3. Payment terms are 90 days from receipt of invoice or receipt of Products/ Services if later, except as specified otherwise in the PO or CTC or if restricted under mandatory Applicable Laws. Where the day nominated or determined for payment is not a day on which banks are open for general business in the country in which the Buyer is located (“Working Day”), then the day for payment shall be the first Working Day after the day nominated or determined.	4.3.支付期限应当在收到发票或收到“产品/服务”之日（如果更迟）起90日之内，但是在PO或CTC中另作规定者，或者依据强制性现行法律的限制规定除外。如果指定或确定的支付日不是“买方”所在国家/地区银行办理普通业务的日子（“营业日”），那么支付日应当为指定或确定支付日之后的第一个营业日。
<b>5. Warranties, Representations, Undertakings and Indemnities</b>	<b>5.保证、声明、承诺和赔偿</b>
The Supplier represents, warrants and undertakes to the Buyer that:	“供应商”向“买方”声明、保证和承诺：
5.1. it possesses the requisite skill, experience, knowledge, personnel and facilities necessary to fulfill its obligations under this Agreement. Supplier further possesses and/or is in compliance with all necessary licences, intellectual property (“IP”) rights, permits and approvals required to execute, deliver and perform its obligations under this Agreement.	5.1.它拥有为履行本“协议”规定业务所需的必要技能、经验、知识、人员和设施。“供应商”还拥有和/或遵循为了实施、落实和履行本“协议”规定业务而需要的所有必要执照、知识产权（“IP”）、许可和批文。
5.2. at the time of provision, the Products/ Services shall, where applicable, be (a) supplied or manufactured in accordance with the specifications for such Products/Services as approved or provided by Buyer (“Specifications”), (b) of good quality, (c) free from any defects, (d) fit for the purpose for which they are reasonably expected to be used and (e) free from any liens, claims, pledges or other encumbrances;	5.2.在供应之时，在适用情况下，“产品/服务”(a)的供应或生产应当遵循“买方”批准或提供的相关“产品//服务规格（“规格”）；(b)应当质量优良；(c)没有瑕疵；(d)适合它们被合理期望应用的目的；以及(e)没有任何留置权、主张、担保或其他产权负担；
5.3. the Products/ Services and their supply, sourcing, manufacture, packaging, sale, delivery or the use by the Buyer thereof shall not infringe the IP rights of any third party. In the event of a third party claim for IP infringement in breach of the Agreement, the Supplier shall be liable for, and shall indemnify, defend and hold harmless all UGCs from and against all losses incurred in connection with such claim;	5.3.“产品/服务”及其供应、采购、生产、包装、销售、交付或“买方”对它们的使用不应侵犯任何第三方的知识产权。如果第三方就违反“协议”的知识产权侵权行为提出主张，“供应商”应当负责并应赔偿、保护和使所有的UGC免于遭受由于此类主张所发生的所有损失；
5.4. it shall and the applicable Products/ Services supplied shall comply with all relevant laws, including but not limited to governmental, legal, regulatory and professional requirements (“Applicable Laws”) in force in the countries of manufacture, supply and/or receipt of the Products/ Services and any countries of which it has been notified where the Buyer will use the Products/Services or sell products incorporating the Products and the Supplier shall provide Buyer with the information reasonably required by Buyer in order for Buyer to utilise the Products/ Services in compliance with Applicable	5.4.它及其供应的所有相应“产品/服务”应当遵循所有相关的法律，包括但不限于在生产、供应和/或收到“产品/服务”的国家/地区以及它被告知“买方”将使用“产品/服务”或者销售相关产品（包含供应商“产品”）的任何国家/地区生效的政府、法律、法规和职业要求；同时，“供应商”应当向“买方”提供其合理要求的相关信息，以便“买方”能够依据现行法律使用“产品/服务”。

<b>Laws.</b>	
<b>6. Responsible Sourcing Policy and Anti-Bribery Compliance</b>	<b>6. 负责的采购政策和反贿赂合规</b>
6.1. Supplier acknowledges that it has read the Unilever Responsible Sourcing Policy (the “RSP”) and understands that it replaces all previous supplier codes. Supplier agrees:	6.1. 供应商承认已阅读联合利华负责任采购政策（“RSP”），并了解它取代所有以前的供应商准则。供应商同意：
a) that all entities of the Supplier group will comply with the Mandatory Requirements set out in the RSP (the “Mandatory Requirements”); and	a) 供应商集团的所有实体将遵守RSP中规定的强制性要求（“强制性要求”）；和
b) to take at its own cost any action reasonably required by Unilever to:	b) 自行承担费用采取联合利华所合理要求的任何行动：
(i) verify compliance by all entities of the Supplier group with the Mandatory Requirements; and	(i) 验证供应商集团的所有实体是否遵守强制性要求；和
(ii) rectify any non-compliance by an entity of the Supplier group within the timeframe stipulated by Unilever.	(ii) 在联合利华规定的时间框架内纠正供应商集团实体的任何不遵守行为。
6.2. Consistent with its undertakings under (6.1) above, Supplier undertakes that:	6.2. 与上述[6.1]下的承诺相一致，供应商承诺如下：
(a) to the best of its knowledge (reasonable enquiries having been conducted by the Supplier), at the date of entering into force of this Agreement, neither it, nor its directors, officers or employees, have directly or indirectly, paid, promised or offered to pay, authorised the payment of, or accepted any undue money or other advantage of any kind in any way connected with the Supplier's relationship with Unilever under this Agreement or otherwise;	(a) 尽其所知（供应商已进行合理的调查），至本协议生效之日，供应商及其董事、管理人员或雇员没有直接或间接地以任何方式，支付、授权支付或收受任何不正当的金钱或其它好处，无论是与其和联合利华在本协议下的关系相关或不相关；
(b) neither it, nor its directors, officers or employees, will violate any applicable anti-bribery laws or standards. Specifically, Supplier agrees that it will not, directly or indirectly, pay, promise or offer to pay, accept or authorise the payment of any undue money or other advantage to a public official or representative of a State-owned enterprise, or to any person or entity in connection with the improper performance of any public or business function or activity. In addition, no payment shall be made to anyone for any reason on behalf of or for the benefit of Unilever which is not properly and accurately recorded in the Supplier's books and records, including amount, purpose and recipient, all of which shall be maintained with supporting documentation;	(b) 供应商及其董事、管理人员或雇员，将不会违反任何适用的反贿赂法律或标准。特别地，供应商同意，其将不会向以下人员直接或间接地支付、承诺或提出支付、接受或授权支付任何不正当的金钱或其它好处：公务人员、国有企业代表、或其他任何与公共或商业机构或活动的不正当行为相关的人员或单位。此外，未经适当和准确的记录（包括金额、目的、收款方都应有支持文件以详细维护记录）在供应商的帐务上，不得代表联合利华或以联合利华的名义以任何理由向任何人付款。
(c) it shall not and shall not authorize its subcontractors, agents or other third parties to request, agree to receive or accept a financial or other advantage where, in anticipation of or in consequence thereof, a relevant function or activity is or may be performed improperly;	(c) 供应商不会，也不得授权其分包商、代理人或其它第三方，要求、同意接受或接受财务或其它好处，以达到或回报不正当行为；
(d) it has taken and will continue to take reasonable measures to prevent its subcontractors, agents or any other third parties, subject to its control or determining influence, from engaging in any conduct that would contravene (a), (b) or (c) above.	(d) 供应商已经采取并将持续采取合理措施以防止其所能控制或决定性影响的分包商、代理或任何其它第三方进行任何违反上述(a)、(b)、(c)规定的行为
Supplier acknowledges the importance that all entities of the Supplier group comply with the Mandatory Requirements set out in the RSP together with the requirements at 6.2 (a), (b) and (c) above. Further, Supplier undertakes to notify Unilever if it learns of or has reason to believe that any breach of any such obligation has occurred.	供应商承认供应商集团的所有实体遵守RSP中规定的强制性要求以及上述6.2(a)、(b)和(c)的要求的重要性。此外，如果供应商了解或有理由相信任何违反任何此类义务的行为，承诺通知联合利华。
If any member of the Supplier Group fails to meet the relevant Mandatory Requirements in the RSP or any of the	如果供应商集团的任何成员未能满足RSP中的相关强制性要求或上述6.2(a)、(b)和(c)中规定的任何声明和/或保证，则当联合利华认为此类违约可以纠正，供应商应采取联合利华合理

<p>representations and/or warranties set out in 6.2 (a), (b) and (c) above, then where Unilever considers that such a breach can be remediated, Supplier shall take all further steps as reasonably stipulated by Unilever to remedy the breach, including the implementation of adequate procedures so that no such breach will arise again.</p> <p>Where concerns arising out of the breach are material and the breach cannot be or is not remedied in accordance with the requirements set out above, Unilever reserves the right to terminate this Agreement with immediate effect. In the event that Unilever terminates this Agreement under this provision, without prejudice to any charges owing or any other pre-existing liabilities, no member of the Supplier Group shall be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.</p> <p>The RSP including the Mandatory Requirements can be accessed on: <a href="http://www.unilever.com/responsible-sourcing-policy/">http://www.unilever.com/responsible-sourcing-policy/</a>.</p>	<p>规定的所有进一步措施, 纠正违约行为, 包括执行适当的程序, 以免再次出现此类违约行为。</p> <p>如果由于违约行为引起的关注是重大的, 并且违反行为不能或未能根据上述要求补救, 联合利华保留立即终止本协议的权利。如果联合利华根据本条款终止本协议, 在不影响任何收费或任何其他先前存在的责任的情况下, 供应商集团的任何成员均无权要求赔偿或任何进一步的报酬, 不论其在终止前与任何额外第三方订立有任何活动或协议。</p> <p>包括强制性要求的 RSP 可在以下网址访问: <a href="http://www.unilever.com/responsible-sourcing-policy/">http://www.unilever.com/responsible-sourcing-policy/</a>。</p>	<p><b>8. Intellectual Property Rights</b></p> <p>8.1. Each party shall remain the owner of all IP owned by it before the start of its relationship with the other party independently or created outside the scope of such relationship ("Background IP"). The Buyer shall remain the owner of IP, whether existing or future, relating to or created in the course of the Supplier's performance of its obligations under the Agreement and as such Supplier shall assign and shall procure that all third parties assign to the Buyer with full title guarantee, the IP rights in the deliverables, including any customisations to the Products/ Services, but excluding the Supplier's Background IP. Where assignment of title is not legally feasible, Supplier hereby grants and shall procure that all third parties grant to Unilever/Buyer, a world-wide, perpetual, irrevocable, non-exclusive, assignable, royalty-free licence (with full right to sublicense) to use, reproduce, exploit, modify, alter or integrate the Products/ Services without restriction. For all copyright work created under this Agreement, Supplier shall complete and maintain a copyright record form containing all necessary information including the author, work, date and place.</p>	<p><b>8.知识产权</b></p> <p>8.1.在其与他方独立或在此类关系范围之外开始或建立关系之前, 各方应始终是所有知识产权的所有者("背景知识产权")。"买方"仍将是知识产权的所有者——无论是现在的还是未来的, 无论是与之相关的还是在"供应商"履行本"协议"规定义务的过程中所形成的; 正因为如此, "供应商"应当确定并保证所有第三方向"买方"转让全部的所有权保证, 交付物中的知识产权, 包括对产品/服务的任何定制, 但不包括"供应商"的背景知识产权。如果所有权转让在法律上不可行, "供应商"将特此同意并保证所有第三方向联合利华/买方授予自由使用、复制、利用、修改、改变或整合"产品/服务"的全球性、不间断、不可撤销、可转让、免费许可(包含再许可的全部权利)。对于依据本"协议"创建的所有版权作品, "供应商"应当填写并维护一个版权记录表, 其内容是包括作者、工作、日期和地点在内的所有必要信息。</p>
<p>6.3. Where reasonably required by Unilever, Supplier shall (at the Supplier's own cost) register with Unilever's Supplier Qualification System ("USQS") and complete any steps required to achieve compliance.</p>	<p>6.3 如果联合利华提出要求, 供应商应当自费注册联合利华 USQS 系统并完成满足合规条件的任何步骤。</p>	<p>8.2. Each Supplier shall permit the use of its and its affiliates' Background IP, to the extent reasonably necessary in order for any UGC and its respective suppliers, copackers and repackers to utilize customized IP owned or licensed by any UGC ("Unilever IP") under the Agreement to make, use, modify, incorporate, develop or supply the Products/ Services.</p>	<p>8.2.每家"供应商"应当在合理必要的范围内允许使用其本身及其附属机构的"背景知识产权", 以便任何 UGC 和及其各自的供应商、联合包装人和再包装人能够依据旨在制造、使用、修改、集成、开发或供应"产品/服务"的"协议"应用为任何 UGC 所有或许可的定制知识产权("联合利华知识产权")。</p>
<p>6.4. Supplier must complete a questionnaire, provided from time to time by Unilever, designed to identify the potential presence of "conflict minerals" (as defined under applicable laws) in any products. If requested by Unilever based on the results of such questionnaire, Supplier must perform appropriate due diligence on its supply chain in order to identify the actual presence and origin of conflict minerals in any product no later than thirty (30) days following each calendar year. Unilever may not necessarily ask Supplier to complete a questionnaire if Unilever determines the items Supplier provides do not contain conflict minerals.</p>	<p>6.4 供应商须填写联合利华不时提供的调查表, 用于鉴别任何产品中可能含有的"冲突矿产"(依适用的法律所定义)。基于调查表的结果, 如联合利华提出要求, 供应商必须在每一公历年度后三十(30)日内就其供应链进行适当的尽职调查, 以识别冲突矿产的实际存在和来源。如果联合利华认定供应商所提供的产品中不含有冲突矿产, 则联合利华可能不会要求供应商填写调查表。</p>	<p>8.3. The Supplier a) shall supply all Products/ Services that require Unilever IP exclusively for each Buyer and (b) shall not and shall procure that its affiliates do not supply such Products/ Services or any components that contain Unilever IP (or any products which embody any Unilever IP) to, or permit them to be provided, distributed or sold, directly or indirectly, to any person other than a UGC or a third party nominated by a UGC, including co-manufacturers, copackers and repackers ("Third Party"). No Supplier shall sell, market or distribute any lookalikes, counterfeit, defective or surplus products containing or embodying any Unilever IP.</p>	<p>8.3.供应商: a) 将向各"买方"提供专门需要联合利华知识产权的所有产品/服务; (b) 将没有把握保证其附属机构不会将包含联合利华知识产权的类似"产品/服务"或任何部件(或者任何体现联合利华知识产权的任何产品)供应给或者允许它们被直接或间接地提供给、分销给或销售除了 UGC 或 UGC 所指定的第三方之外的任何人, 包括联合生产商、联合包装人和再包装人("第三方")。任何供应商不应销售、营销或分销包含或体现任何联合利华知识产权的任何类似产品、伪造产品、瑕疵产品或剩余产品。</p>
<p><b>7. Confidentiality</b></p>	<p><b>7.保密性</b></p>		
<p>7.1. The Buyer will disclose or make available to the Supplier information relating to Unilever group business or products ("Confidential Information"). The existence and content of these Terms and the Agreement are also Confidential Information.</p>	<p>7.1."买方"将向"供应商"披露或提供与联合利华集团业务或产品相关的信息("保密信息")。这些"条款"和"协议"的存在及内容页属于"保密信息"。</p>		
<p>7.2. The Supplier undertakes (a) to keep all Confidential Information strictly confidential and (b) not to use any Confidential Information for any purpose other than in complying with its obligations under the Agreement and (c) not to disclose any Confidential Information to any person other than its officers and employees, except to the extent it is necessary for the purpose of performing its obligations under the Agreement. The undertaking shall not apply to the extent Confidential Information is information in the public domain through no fault of the Supplier or the Supplier is required to disclose it by law. Any breach of the Supplier's obligations under this clause by its officers and employees shall be deemed to be a breach by the Supplier. Except to the extent required under Applicable laws or necessary for the performance of remaining obligations under the Agreement, all Confidential Information shall be returned to the Buyer or, if requested, destroyed on termination or expiry of the Agreement.</p>	<p>7.2."供应商"承诺:(a) 将对所有的"保密信息"严格保密;(b) 除了履行"协议"对其规定的义务之外, 将不把任何"保密信息"用于任何其他目的;(c) 将不向除了其管理人员及员工之外的任何其他人披露任何"保密信息", 但是为了履行其"协议"规定义务而必须披露者除外。如果"保密信息"不是由于"供应商"过错而成为公共领域信息或者"供应商"依据法律规定必须披露信息, 该承诺将不适用。其管理人员和员工任何违反本条款规定的"供应商"义务的行为均应视为违约行为。除了依据"现行法律"要求或必须履行"协议"规定的剩余义务, 否则在"协议"终止或期满时, 所有的"保密信息"均应当返还给"买方", 或者根据予以销毁。</p>	<p>8.4. The Supplier shall ensure all defective, obsolete or excess materials containing Unilever IP are rendered unsuitable for use. The Supplier shall provide evidence of compliance with this provision to Buyer when required.</p>	<p>8.4."供应商"应当确保所有包含联合利华知识产权的瑕疵、废弃或多余材料应当视为不适合使用。必要时, "供应商"应当向"买方"提供其遵循本条款的证据。</p> <p><b>9. Data Protection and Privacy</b></p> <p>9.1. The definitions below will have the following meaning: "Controller", "Personal Data Breach" "Data Subject", "Personal Data" "Processing" (including the derivatives "Processed" and "Process") and "Processor", have the meanings given in the GDPR or, where relevant, the meaning of the essentially equivalent terms in other applicable Data Protection Laws; "Data Protection Law" means any applicable law relating to the Processing, privacy, and use of Personal Data including: (i) European Parliament Regulation (EU) 2016/679 (the "GDPR"); (ii) any corresponding national laws or regulations; (iii) the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq (the "CCPA"); and (iv) corresponding</p>
			<p>9.1. 以下定义将具有以下含义: "控制者", "个人数据泄露", "数据主体", "个人数据", "处理"(包括派生词"已处理"和"过程")和"处理者"具有 GDPR 中给出的含义, 或在相关情况下, 其他适用的《数据保护法》中实质上等同的术语的含义; "数据保护法"是指与处理, 隐私和使用个人数据有关的任何适用法律, 包括: (i) 欧洲议会法规(EU) 2016/679 (以下简称"GDPR"); (ii) 任何相应的国家法律或法规; (iii) 加州消费者隐私法案, 加利福尼亚州。代码 § §</p>

<p>guidance, codes or certification mechanisms of the relevant regulatory authority regarding such laws; "including", "includes" means "including/includes without limitation"; "UPD" means Personal Data provided or made available to Supplier by (or collected or created for) UGC or a Buyer in connection with this Agreement.</p>	<p>1798.100 及以下 (以下简称“CCPA”) ; (iv) 有关法规的有关监管机构的相关指南, 法规或认证机制; “包括”, “包括”是指“包括/包括但不限于”; “UPD”是指与本协议有关的由 UGC 或买方提供 (或收集或创建) 给供应商的个人数据。</p>	<p>9.9. The Supplier shall ensure that its personnel are subject to an appropriate contractual or statutory duty of confidentiality in relation to the UPD.</p>	<p>9.9 供应商应确保其人员应遵守有关 UPD 的适当的合同或法定保密义务。</p>
<p>9.2. Reference to laws includes subordinate legislation and means that law as amended or re-enacted from time to time.</p>	<p>9.2. 提及法律包括从属立法, 是指不时修订或重新颁布的法律。</p>	<p>9.10. Supplier personnel shall cease Processing UPD when it is no longer necessary to do so to provide the Services or earlier within 15 business days of UGC's instruction to do so unless it is subject to a legal obligation to retain the UPD. At UGC's option, the Supplier shall securely delete or return that data and shall certify to UGC in writing that it (including its group companies) and each subcontractor has done so.</p>	<p>9.10. 供应商人员应在不再需要提供 UPD 服务或在 UGC 指示提供服务的 15 个工作日内或更早停止处理 UPD 时, 除非有保留 UPD 的法律义务。根据 UGC 的选择, 供应商应安全删除或返回该数据, 并应书面向 UGC 证明其 (包括其集团公司) 以及每个分包商均已这样做。</p>
<p>9.3. A reference to UGC in this clause means UGC or the Buyer that is the Controller of the relevant Personal Data for the particular Processing.</p>	<p>9.3. 在本条款中对 UGC 的引用是指 UGC 或作为特定处理相关个人数据的控制者的买方。</p>	<p>9.11. If the Supplier receives any complaints, claims or requests in relation to Processing of UPD (particularly those relating to the exercise of Data Subject rights), it shall, without undue delay, forward such to UGC and cooperate and assist UGC with responding to such as directed by UGC.</p>	<p>9.11. 如果供应商收到有关处理 UPD 的任何投诉, 要求或要求 (尤其是与行使数据主体权利有关的投诉, 要求或要求), 则供应商应在无不当拖延的情况下将其转发给 UGC, 并配合与协助 UGC 响应由 UGC 指导。</p>
<p>9.4. For the Services, the Supplier is a Processor acting only on UGC's documented instructions. The context for and purposes of Processing UPD is the Supplier's provision of the Services under this Agreement. It will include all Processing activities required to perform the Services, will relate to various categories of Personal Data (which may include personal and contact details, employment information, marketing information, financial or payment details) and will affect Data Subjects (which may include UGC employees and staff, customer and clients), as more particularly recorded by the parties. No special categories of Personal Data will be Processed without UGC's prior written approval. UPD shall be Processed for the Agreement duration and following termination or expiry as required to comply with the deletion/return obligations below.</p>	<p>9.4. 对于服务, 供应商是仅按照 UGC 记录说明行事的处理方。处理 UPD 的上下文和目的是供应商根据本协议提供的服务。它将包括执行服务所需的所有处理活动, 将涉及各种类别的个人数据 (可能包括个人和联系方式, 就业信息, 营销信息, 财务或付款详细信息), 并且会影响数据主体 (可能包括 UGC 职员和员工, 顾客和客户), 尤其是双方记录的情况。未经 UGC 事先书面批准, 不会处理任何特殊类别的个人数据。在遵守以下删除/退回义务的要求下, 应在协议期限内以及终止或到期后处理 UPD。</p>	<p>9.12. The Supplier warrants it has implemented and shall maintain appropriate technical and organisational measures to protect UPD against a Personal Data Breach, which shall at all times satisfy, at a minimum, the standards required by Data Protection Laws.</p>	<p>9.12. 供应商保证已实施并保持适当的技术和组织措施, 以保护 UPD 免受个人数据泄露的侵害, 该措施应始终至少满足数据保护法所要求的标准。</p>
<p>9.5. The parties may, individually as separate Controllers, need to Process Personal Data of each other's representatives. The Supplier may also Process UPD for the purposes of providing the Services as a separate Controller in some respects, as agreed in writing by the parties.</p>	<p>9.5. 双方可能分别作为单独的控制人, 需要处理彼此代表的个人数据。双方书面同意, 供应商也可以处理 UPD, 以便在某些方面作为单独的控制方提供服务。</p>	<p>9.13. If the Supplier becomes aware of any Personal Data Breach, it shall without undue delay (and in any event within 24 hours) notify UGC, investigate the Personal Data Breach, remediate/mitigate any damage and prevent re-occurrence (providing UGC with detailed related information throughout), and cooperate in informing the relevant supervisory authorities or affected Data Subjects.</p>	<p>9.13. 如果供应商意识到任何个人数据泄露, 应立即 (在任何情况下在 24 小时内) 通知 UGC, 调查个人数据违反, 补救/减轻任何损害并防止再次发生 (向 UGC 提供详细的相关信息), 并合作通知相关监管机构或受影响的数据主体。</p>
<p>9.6. The Supplier will only Process UPD in accordance with this Agreement as necessary to provide the Services to UGC.</p>	<p>9.6. 供应商仅在必要时根据本协议处理 UPD, 以向 UGC 提供服务。</p>	<p>9.14. The Supplier may appoint sub-processors or allow its group companies to Process UPD. The Supplier shall notify UGC before the appointment of a new or replacement sub-processor and shall provide UGC with a reasonable period of time to object to the appointment or replacement of any such sub-processor. The Supplier shall use its reasonable endeavours to respond to any objection raised by UGC including, if UGC's objection cannot be adequately addressed, the appointment of an alternative sub-processor.</p>	<p>9.14. 供应商可以任命下属处理者或允许其集团公司处理 UPD。供应商应在任命新的或替代下属处理者之前通知 UGC, 并应在合理的时间内为允许 UGC 反对该下属处理者的任命或替代。供应商应尽其合理的努力对 UGC 提出的任何异议作出回应, 包括如果不能充分解决 UGC 的异议, 则指定替代下属处理者。</p>
<p>9.7. The Supplier shall: (i) comply with and Process all UPD in accordance with applicable Data Protection Laws; (ii) cooperate and assist UGC with any data protection impact assessments and consultations with (or notifications to) or responding to questions from or investigations by regulators or supervisory authorities; and (iii) promptly inform UGC if any of its instructions infringe Data Protection Laws.</p>	<p>9.7. 供应商应: (i) 根据适用的数据保护法遵守并处理所有 UPD; (ii) 与监管机构或监管机构合作并协助 UGC 进行任何数据保护影响评估, 咨询 (或通知) 或回应监管机构或监管机构的问题或进行调查; (iii) 如果其任何指令违反了《数据保护法》, 应立即通知 UGC。</p>	<p>9.15. Supplier shall ensure subcontractors are contractually bound to the same obligations as contained in this Agreement and shall remain fully liable to UGC for a subcontractor's performance, as well as for any of its acts or omissions relating to its Processing of Personal Data.</p>	<p>9.15. 供应商应确保分包商在合同上承担与本协议相同的义务, 并对分包商的表现以及与其个人数据有关的任何作为或不作为承担全部责任。</p>
<p>9.8. Where the CCPA applies, the Parties acknowledge and agree that (a): the Supplier shall act as a "Service Provider," as such term is defined in the CCPA, and shall collect, access, maintain, use, process and transfer UPD solely for the purpose of performing the Supplier's obligations under this Agreement for or on behalf of Company and for no commercial purpose other than the performance of such obligations; (b) the Supplier shall not sell, disclose, release, transfer, make available or otherwise communicate any UPD to any third party without the prior written consent of UGC, other than disclosures (i) to a sub-contractor for a business purpose pursuant to a written agreement to protect UPD in the same manner as provided herein, (ii) to a third party as necessary to comply with applicable laws, or (iii) as otherwise permitted by the CCPA</p>	<p>9.8. 在适用 CCPA 的情况下, 双方承认并同意 (a): 供应商应充当 CCPA 定义的“服务提供商”, 并且仅应收集, 访问, 维护, 使用, 处理和转让 UPD 为了代表公司或代表公司履行本协议项下的供应商义务, 并且仅出于履行此类义务的商业目的; (b) 未经 UGC 事先书面同意, 供应商不得将任何 UPD 出售, 披露, 发布, 转让, 提供或以其他方式传达给任何第三方, 但 (i) 出于商业目的披露给分包商除外达成书面协议, 以与此处规定的相同方式保护 UPD; (ii) 为遵守适用法律所必需的第三方; 或 (iii) CCPA 另行许可。</p>	<p>9.16. The Supplier (or any subcontractor) shall only transfer UPD from the UK/EEA to a country outside the EEA or an international organisation where such transfer has been approved in writing by UGC, is subject to appropriate safeguards, and otherwise complies with Data Protection Laws.</p>	<p>9.16. 供应商 (或任何分包商) 应仅将 UPD 从英国/欧洲经济区转移至 EEA 以外的国家或国际组织, 该转移已得到 UGC 的书面批准, 并受到适当保护, 并符合《数据保护法》。</p>
<p>9.8. Where the CCPA applies, the Parties acknowledge and agree that (a): the Supplier shall act as a "Service Provider," as such term is defined in the CCPA, and shall collect, access, maintain, use, process and transfer UPD solely for the purpose of performing the Supplier's obligations under this Agreement for or on behalf of Company and for no commercial purpose other than the performance of such obligations; (b) the Supplier shall not sell, disclose, release, transfer, make available or otherwise communicate any UPD to any third party without the prior written consent of UGC, other than disclosures (i) to a sub-contractor for a business purpose pursuant to a written agreement to protect UPD in the same manner as provided herein, (ii) to a third party as necessary to comply with applicable laws, or (iii) as otherwise permitted by the CCPA</p>	<p>9.8. 在适用 CCPA 的情况下, 双方承认并同意 (a): 供应商应充当 CCPA 定义的“服务提供商”, 并且仅应收集, 访问, 维护, 使用, 处理和转让 UPD 为了代表公司或代表公司履行本协议项下的供应商义务, 并且仅出于履行此类义务的商业目的; (b) 未经 UGC 事先书面同意, 供应商不得将任何 UPD 出售, 披露, 发布, 转让, 提供或以其他方式传达给任何第三方, 但 (i) 出于商业目的披露给分包商除外达成书面协议, 以与此处规定的相同方式保护 UPD; (ii) 为遵守适用法律所必需的第三方; 或 (iii) CCPA 另行许可。</p>	<p>9.17. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 9 (promptly providing these to UGC on request) and allow for audits by UGC or its designated representatives.</p>	<p>9.17. 供应商应保持完整, 准确的记录和信息, 以证明其遵守本第 9 条的要求 (应要求将其立即提供给 UGC), 并允许 UGC 或其指定代表进行审核。</p>
<p>9.8. Where the CCPA applies, the Parties acknowledge and agree that (a): the Supplier shall act as a "Service Provider," as such term is defined in the CCPA, and shall collect, access, maintain, use, process and transfer UPD solely for the purpose of performing the Supplier's obligations under this Agreement for or on behalf of Company and for no commercial purpose other than the performance of such obligations; (b) the Supplier shall not sell, disclose, release, transfer, make available or otherwise communicate any UPD to any third party without the prior written consent of UGC, other than disclosures (i) to a sub-contractor for a business purpose pursuant to a written agreement to protect UPD in the same manner as provided herein, (ii) to a third party as necessary to comply with applicable laws, or (iii) as otherwise permitted by the CCPA</p>	<p>9.8. 在适用 CCPA 的情况下, 双方承认并同意 (a): 供应商应充当 CCPA 定义的“服务提供商”, 并且仅应收集, 访问, 维护, 使用, 处理和转让 UPD 为了代表公司或代表公司履行本协议项下的供应商义务, 并且仅出于履行此类义务的商业目的; (b) 未经 UGC 事先书面同意, 供应商不得将任何 UPD 出售, 披露, 发布, 转让, 提供或以其他方式传达给任何第三方, 但 (i) 出于商业目的披露给分包商除外达成书面协议, 以与此处规定的相同方式保护 UPD; (ii) 为遵守适用法律所必需的第三方; 或 (iii) CCPA 另行许可。</p>	<p>10. Records, Business Continuity</p>	<p>10. 记录, 业务连续性</p>
<p>9.8. Where the CCPA applies, the Parties acknowledge and agree that (a): the Supplier shall act as a "Service Provider," as such term is defined in the CCPA, and shall collect, access, maintain, use, process and transfer UPD solely for the purpose of performing the Supplier's obligations under this Agreement for or on behalf of Company and for no commercial purpose other than the performance of such obligations; (b) the Supplier shall not sell, disclose, release, transfer, make available or otherwise communicate any UPD to any third party without the prior written consent of UGC, other than disclosures (i) to a sub-contractor for a business purpose pursuant to a written agreement to protect UPD in the same manner as provided herein, (ii) to a third party as necessary to comply with applicable laws, or (iii) as otherwise permitted by the CCPA</p>	<p>9.8. 在适用 CCPA 的情况下, 双方承认并同意 (a): 供应商应充当 CCPA 定义的“服务提供商”, 并且仅应收集, 访问, 维护, 使用, 处理和转让 UPD 为了代表公司或代表公司履行本协议项下的供应商义务, 并且仅出于履行此类义务的商业目的; (b) 未经 UGC 事先书面同意, 供应商不得将任何 UPD 出售, 披露, 发布, 转让, 提供或以其他方式传达给任何第三方, 但 (i) 出于商业目的披露给分包商除外达成书面协议, 以与此处规定的相同方式保护 UPD; (ii) 为遵守适用法律所必需的第三方; 或 (iii) CCPA 另行许可。</p>	<p>10.1. The Supplier shall keep appropriate records (including in respect of ingredients, components and quality control of Products) for no less than: 5 years; or 7 years for financial information. The Supplier shall at all times upon reasonable notice, allow the Buyer to enter, access, inspect and audit (i) all information, documentation and records related to the</p>	<p>10.1. 供应商应保存适当的记录 (包括产品的成分, 部件和质量控制), 且不得少于: 5 年; 或 7 年的财务信息。供应商应在合理通知的情况下, 随时允许买方进入, 访问, 检查和审核 (i) 与产品/服务相关的所有信息, 文件和记录, 以及</p>

Products/ Services, and (ii) the location, equipment, stocks, methods used and performance by the Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Products/ Services.	(ii) 供应商在产品/服务的准备, 制造, 包装, 储存, 处理和供应方面的地点、设备、库存、所采用的方法以及履行情况。
10.2. The Supplier shall reliably back up all data provided, used or generated in connection with the Products/Services (with respect to electronic data, in encrypted form of no less than 256 bit key strength) and shall otherwise establish and maintain adequate organisational and technical safeguards against the destruction, theft, use, disclosure or loss of such data in the possession or control of the Supplier.	10.2. 供应商应可靠地备份与产品/服务相关的所有提供, 使用或生成的数据 (关于电子数据, 加密形式不低于 256 位密钥强度), 并应建立和维护适当的组织和技术保障。防止在供应商拥有或控制下销毁, 盗窃, 使用, 披露或丢失此类数据。
10.3. The Supplier must manage the security of their systems with respect to identifying and resolving security weaknesses and limiting access to systems/data to authorised individuals.	10.3. 供应商必须管理系统的安全性, 以识别和解决安全性弱点, 并限制授权人员对系统/数据的访问。
<b>11. Term and Termination</b>	<b>11. 期限和终止</b>
11.1. The Agreement shall apply until the expiry or termination of all relevant periods or fulfilment of relevant volumes specified in any part of the Agreement.	11.1. 在所有相关时期到期或终止或“协议”中任何部分规定的相关内容履行之前, 本“协议”应始终有效。
11.2. The Agreement may be terminated earlier in whole or part by the Buyer without any penalty or further obligation or liability:	11.2. 在如下情况下, “买方”可以提前终止本“协议”, 同时不承担任何处罚或其他义务或责任:
a) on 10 days' written notice in the event of material breach of this Agreement by the Supplier or breach by the Supplier of more than 20% of the number of POs submitted by the Buyer in any preceding 3 month period;	a) 如果在过去任何 3 个月期限内, “供应商”严重违反本“协议”, 或者在“买方”提交的 PO 中, “供应商”违约 20% 以上, “买方”在提前 10 天书面通知之情况下;
b) on no less than 7 days' written notice where there is material or deliberate or persistent non-compliance with clause 6.1;	b) 如果严重或故意或持续违反第 6.1, 在提前不少于 7 天书面通知之情况下;
c) on giving notice in the event of a Force Majeure Event affecting the Supplier which continues for more than 10 days;	c) 如果影响“供应商”的不可抗力持续 10 天以上, 在给予通知之情况下;
d) for convenience on 30 days' written notice (subject to mandatory local laws requiring a longer notice period); or	d) 为了方便起见, 在提前 30 天书面通知之情况下 (取决于要求更长通知期限的当地强制法律); 或者
e) immediately or at a later specified date if the Supplier becomes insolvent or enters into administration or is unable to pay its debts as they fall due or threatens to do any of the foregoing or the equivalent.	f) 如果“供应商”资不抵债, 或者被执行, 或者在到期时不能支付债务, 或者存在出现上述情况或类似情形的风险, 可以立即或稍后在某个指定日期终止。
11.3. Any individual PO under this Agreement may be terminated earlier by the Supplier on giving 30 days' notice where any invoiced and undisputed sums due under such PO, remain unpaid for a period of 60 days after the applicable due date provided such notice states that a failure to pay within 30 days will result in the termination of that PO.	11.3. 如果依据相关 PO 已开具发票且无异议的金额在相应到期日之后的 60 天之内仍未支付, “供应商”在提前 30 天给予通知之情况下, 可以提前终止本“协议”项下的任何单个 PO, 但是相关通知应当说明如果在 30 天内未能支付, 将导致终止该 PO。
11.4. Expiry or termination of the Agreement (in whole or part) shall not affect clauses 1.4, 3.3, 3.4, 3.5, 3.6, 5, 7, 8, 9.1, 10.4, 11, 12 Annex A 2 or any clause expressed or designed to survive expiry or termination.	11.4. 本“协议”的到期或终止 (全部或部分) 不应影响附件 A 2 的 1.4、3.3、3.4、3.5、3.6、5、7、8、9.1、10.4、11、12 条款 或者在“协议”到期或终止后仍然有效的任何明示或暗示条款。
<b>12. Miscellaneous</b>	<b>12. 杂项</b>
12.1. References to “Unilever” or “Unilever group” mean Unilever PLC and any company or partnership from time to time in which Unilever PLC directly or indirectly owns or controls the voting rights attached to more than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of	12.1. 所指的“联合利华”或“联合利华集团”是指联合利华公司及其不时直接或间接拥有或控制超过 50% 已发行普通股本或控制权的投票权, 或直接或间接任命董事会多数的任何公司或合伙企业。

the board.	
12.2. The Buyer may assign the Agreement in part or in full to another UGC or, in the event of an acquisition of Buyer's business to which the Agreement relates, to the purchaser of such business. Otherwise, no party shall without the prior written consent of the other assign (including by operation of law) or otherwise dispose of the Agreement in whole or part or subcontract any duties or obligations under the Agreement to any third party.	12.2. “买方”可以将“协议”部分或全部转让给另一家 UGC, 或者当“买方”与“协议”相关的业务被并购时, 可以转让给相关业务的采购方。否则, 未经对方受让人事先书面同意 (包括法律的实施), 任何一方均不能或以其他方式全部或部分上处置本“协议”或者将本“协议”项下的任何职责或义务转包给任何第三方。
12.3. In respect of any payment to the Supplier, the Buyer may at any time, without notice to the Supplier, deduct or set off any sum payable by the Supplier to the Buyer.	12.3. 关于向“供应商”的任何支付, “买方”可以随时在未通知“供应商”之情况下, 扣留或抵消“供应商”应向“买方”支付的任何金额。
12.4. No delay or failure to exercise by any party any of its rights, powers or remedies under or in connection with the Agreement shall operate as a waiver of that right, power or remedy. No amendment or variation to any part of the Agreement or any waiver or release of any right, power or remedy of a party shall be of any effect unless it is agreed in writing (excluding email) by each party.	12.4. 任何一方延迟或没有行使“协议”项下或与之相关的权利、权限或救济措施绝不应视为放弃该权利、权限或救济措施。除非各方以书面方式 (不包括电子邮件) 商定, 否则“协议”任何部分的修改或变化或者一方任何权利、权限或救济措施的任何放弃或让与不应有任何效力。
12.5. The Supplier is an independent contractor engaged by the Buyer to supply the Products/ Services. Nothing in the Agreement shall make the Supplier the legal representative or agent of (or be in partnership with) the Buyer nor shall any of them have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of, the Buyer.	12.5. “供应商”是由“买方”聘用供应“产品/服务”的独立承包商。“协议”中任何内容均不应使“供应商”成为“买方”的法定代表或代理 (或者存在合作关系), 任何一方均无权利或权限参照、代表或以“买方”名义行使、创建或承担任何明示或暗示的责任或义务。
12.6. The Supplier is and remains responsible for its employees, subcontractors, agents and representatives. The Supplier is not relieved of liability for and no obligations in relation to these persons pass to the Buyer or any UGC as a result of the Agreement.	12.6. “供应商”现在并始终为其员工、分包商、代理和代表负责。“供应商”将不免除相关责任, 与这些人员相关的任何义务不会由于本“协议”而转至“买方”或者任何 UGC。
12.7. Supplier hereby transfers, conveys and assigns to Buyer all right, title and interest in and to all claims and/or causes of action that Supplier may have under the antitrust or competition laws of any applicable jurisdiction arising out of or relating to Supplier's purchases of any item that was, is or will be supplied by Supplier to Buyer. Upon request by Buyer, Supplier shall promptly execute assignments of claims or causes of action to evidence the foregoing assignment.	12.7. 针对或关于“供应商”采购过去、现在或将来自“供应商”供给“买方”的任何商品, “供应商”特此向“买方”转移、让与和转让“供应商”依据任何适用管辖区域反垄断或竞争法律可能拥有的任何主张和/或诉因之所有相关权利、所有权和收益。根据“买方”请求, “供应商”应当立即实施主张或诉因的转让, 以证明上述转让。
12.8. No one other than a party to the Agreement, their successors and permitted assignees and UGCs upon whom the Agreement confers a benefit shall have any right to enforce any of its terms.	12.8. 除了“协议”一方、其继承人以及允许的受让人和“协议”给予利益的 UGC 之外, 任何一方均无行使其条款的任何权利。
12.9. If any party is as a result of an event beyond its reasonable control unable to perform all or any part of its obligations under the Agreement (and such an event shall include being unable to, in relation to the Buyer, receive, accept or use Products) (“Force Majeure Event”), then the party suffering such disability shall be excused from such performance for as long as and to the extent that such inability continues, provided it complies with this clause. The party disabled by a Force Majeure Event shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event in the best possible way. Failure of mechanical equipment, computer hardware and/or telecommunications equipment, failure of software, power outages, changes in economic conditions, costs and/or delivery of raw materials, and strike and other labour dispute of any	12.9. 如果任何一方由于超出其合理控制力的事件而不能履行“协议”规定的其全部或部分义务 (对于“买方”而言, 此类事件包括不能收到、接受或使用产品) (“不可抗力事件”), 那么遇到障碍的一方在相关失能状况延续的期限内或范围内, 应当免于履行相关义务, 但前提是它符合该条款情况。因“不可抗力事件”而导致失去能力的一方应当以最佳方式, 尽所有合理的努力来缓解“不可抗力事件”的影响。“供应商”的“不可抗力事件”不应包括: 机械设备、电脑硬件和/或通信设备的故障、软件故障、断电; 经济条件、原料成本和/或交付的变化; 以及任何“供

Supplier's representatives (or its affiliates or their representatives) shall not be a Force Majeure Event of the Supplier.	应商"代表 (或其附属机构或其他代表) 的罢工及其他劳动纠纷。	delivery as the Buyer relies on the Supplier's quality assurance and no Buyer shall be under any obligation to do so. All removal, destruction, storage and other costs relating to or arising out of defective or non-conforming Products shall be at the Supplier's cost and responsibility.	法, 因为"买方"依赖"供应商"的质量保证, 同时"买方"没有义务这样做。所有移动、销毁、储存以及与其瑕疵或不合格产品相关或由其造成的其他费用均应由"供应商"承担和负责。
12.10. If any provision or part of any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable law, the remaining parts of that provision or of the Agreement shall not in any way be affected. The parties agree to modify or attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision in order to achieve to the greatest extent possible the same effect.	12.10. 如果"协议"中任何条款或任何条款的某部分依据任何现行法律而在任何方面变得非法、无效或不可执行, 该条款或该"协议"的其余部分不受任何影响。为了实现尽可能最大的相同效果, 各方同意修订或努力将任何非法、无效或不可执行的条款替换为合法、有效或者可以执行的条款。	5. If the Buyer appoints a Third Party to manufacture or process finished products for purchase by a UGC, then Buyer may require a Supplier to make an offer (or procure that an offer is made) on substantially the same terms as those set out in the Agreement for the sale and supply by the Supplier of the Products to the Third Party for the manufacture of such finished products only. If any Products are so sold to the Third Party, such supply shall be a contractual arrangement between only the Third Party and the Supplier and no UGC shall be party to or have any liability for payment of such Products.	5. 如果"买方"聘用"第三方"生产或加工 UGC 采购的成品, "买方"则可以要求"供应商"基于实质上"协议"中就"产品""供应商"仅针对此类成品的生产而向"第三方"销售和供货时所述条款相同的内容进行报价 (或确保进行报价)。如果任何"产品"被如此销售给"第三方", 此类供货应当是仅限"第三方"和"供应商"之间的合同关系, 任何 UGC 没有责任支付此类"产品"。
12.11. If where the Supplier is based the official language is not English, the parties may agree to append to the Agreement (or part) a translation of the Agreement (or part) in the local language. In the event of any conflict between the English and the local language version of the Agreement (or part), the parties agree that the English version shall prevail.	12.11. 如果在"供应商"的所在地, 官方语言不是英语, 各方同意在"协议" (或者部分) 中添加当地语言的"协议" (或部分) 翻译。如果本"协议" (或部分) 英语和当地语言版本存在任何冲突, 各方同意以英语版本优先。	6. Unless otherwise agreed Supplier shall ensure that: (i) the Products are prepared for shipment so as to prevent damage, contamination or deterioration to the Products; (ii) packaging shall not be assembled using either rivets, steel-staples or steel wire; (iii) palletised deliveries shall be stacked neatly with no overhang; (iv) pallets shall be stable and protected with an impermeable wrap covering the entire pallet load; and (v) the Products shall be transported in clean, hygienic, physically sound conditions.	6. 除非另外商定, "供应商"应当确保: (i) "产品"应当做好装运准备, 以便防止产品损坏、污染或变质; (ii) 装配包装不应使用铆钉、钢质书钉或钢丝; (iii) 托盘交货应当整齐码放, 不能留垂悬部分; (iv) 托盘应当稳定, 使用覆盖着全部托盘货物的不透水包装进行保护; (v) "产品"应当在清洁、卫生、完善的条件下进行运输。
13. Laws and Jurisdiction	13. 法律和管辖权	Annex B - Country specific provisions	附件 B - 国家/地区特定条款
13.1. Unless otherwise specified in a CTC, the Agreement is governed by and construed in accordance with the laws of the following countries and their courts shall have exclusive jurisdiction to settle any dispute which arises under or in connection with the Agreement. Where the Buyer is Unilever Supply Chain Company AG, Unilever Business and Marketing Support AG or Unilever Americas Supply Chain Company AG, the applicable law and jurisdiction is English. Where the Buyer is Unilever Asia Private Limited, the applicable law and jurisdiction is Singapore. In all other cases the applicable law and jurisdiction is that where Buyer is incorporated or formed. The application of the 1980 Vienna Convention on the International Sale of Goods is excluded.	13.1 除非 CTC 另有规定, 否则本协议受以下国家/地区的法律管辖并根据以下国家/地区的法律解释, 并且其法院应具有专属管辖权, 以解决根据或与本协议有关的任何争议。如果买方是联合利华供应链公司, 联合利华业务和市场支持公司或联合利华美洲供应链公司, 则适用的法律和管辖权为英语。如果买方是联合利华亚洲私人有限公司, 则适用的法律和管辖权是新加坡。在所有其他情况下, 适用的法律和管辖权是买方成立或组建的地方。1980 年《维也纳国际货物销售公约》应排除适用。	Annex B - Country specific provisions	附件 B - 国家/地区特定条款
Annex A - Specific provisions for the supply of Products	附件 A - 适于产品供应的特定条款	You must comply with the requirements set forth in the Country Specific Clauses Exhibit set forth at [https://www.unilever.com/countryspecificclauses/] that apply to certain of our transactions when goods or services are provided to members of the Unilever Group in the countries noted. We may amend this exhibit from time to time to reflect any changes required by law. If we do so, we will post the amended exhibit at [https://www.unilever.com/countryspecificclauses/], inform you and provide you with a reasonable compliance period if permitted by applicable law.	应当向联合利华集团成员提供商品或服务时, 您必须遵守其所在国家就适用于我们某些交易的特定国家条款规定中的要求, 具体见 [https://www.unilever.com/countryspecificclauses/]。我们可能会不时修改此展览, 以反映法律要求的任何更改。如果这样做, 我们将在 [https://www.unilever.com/countryspecificclauses/] 上发布经过修改的附件, 通知您并在适用法律允许的情况下为您提供合理的遵守期限。
These clauses apply to the extent the Supplier supplies Products.	这些条款仅适用于"供应商"供应产品之相关方面。		
1. The Products will be delivered in accordance with the details provided in the CTC or PO or other agreed written instructions. Save as otherwise provided, title and risk shall pass to the Buyer on delivery. Delivery terms shall be interpreted in accordance with the current edition of Incoterms at the time the PO is issued. Each shipment of Products will be accompanied by all documentation required under Applicable Laws.	1. "产品"的交付将依据 CTC 或 PO 中所述的详细条款或其他商定的规定。除非另作说明, 否则所有权和风险在交付时将转移至"买方"。交付条款的解释应当依据签发 PO 时的当前国际贸易术语版本。每次发货将随附所有现行法律要求的文件。		
2. The Supplier shall: (a) only supply Products from a location approved by the Buyer; (b) at its expense, ensure full traceability of Products, ingredients and components; (c) keep and provide to Buyer on request a reasonable number of samples of the Products, ingredients and components. This clause shall survive expiry or termination.	2. "供应商"应当: (a) 仅从"买方"批准的地点供应产品; (b) 自费确保"产品"、配料和成分的完全可追溯性; (c) 根据要求保存并向"买方"提供合理数量的产品、配料和成分样本。本条款在"协议"到期或终止后应当依然有效。		
3. No Supplier shall without the Buyer's prior written consent (a) change the ingredients or components (including feedstock and raw materials) used to produce the Products, Specifications, manufacturing process, approved plant or agreed delivery method, or (b) implement any changes which alter any of the Products in such a way that is not acceptable to the Buyer's technical clearance process, even if the Products are still within the Specifications.	3. 未经"买方"书面同意, 任何"供应商"均不应: (a) 改变用以生产"产品"的配料或成分 (包括给料和原料)、规格、生产工艺、批准的工厂或商定的交付方式; (b) 以不符合"买方"技术批核流程的方式, 实施改变任何"产品"的变更, 即使"产品"依然在规格范围之内亦不允许。		
4. The Supplier acknowledges that it is aware that it is not usual practice for the Buyer to inspect any Products on	4. "供应商"承认, 它知道每次交付时对任何"产品"均进行检查不是"买方"的习惯做		