

# Chart Standard Terms & Conditions of Purchase for Goods & Services

## 查特货物及服务采购标准条款与条件

**1. DEFINITIONS.** “Buyer” means the business unit named in the Order. “Supplier” means the person or company to whom the Order is addressed. “Contract” or “Order” means the agreement between the Buyer and the Supplier for the supply of the Goods and/or Works incorporating these conditions and any other appendices as appropriate, which will commence on the date of the Order. “Contract Price” means the sum payable to the Supplier in accordance with the terms of this Contract as stated in the Order, which shall be exclusive of federal, state/provincial, and/or local sales, use, value added and/or other similar taxes but inclusive of all other charges. “Goods” means the equipment, parts, machinery, apparatus, materials and/or documentation to be supplied under the Contract. “Works” means the services and/or work to be performed by the Supplier under the Contract and includes, where the context admits, the Goods.

**1. 定义。**“买方”系指订单中指定的业务单位。“供应商”系指订单所指定的自然人或公司。“合同”或“订单”系指买方和供应商之间关于供应货物和/或工程的协议，该协议包括本条款和任何其他适当的附件，该协议将于订单日期开始生效。“合同价格”指根据本合同条款应支付给供应商的金额，以订单中所述为准，该金额不包括联邦、州/省及/或地方的销售税、使用税、增值税及/或其他类似税项，但包括所有其他费用。“货物”是指根据合同提供的设备、零件、机器、仪器、材料和/或文件。“工程”系指供应商在本合同项下提供的服务和/或工作，在上下文允许的情况下，包括货物。

**2. CONDITIONS.** All Contracts are entered by the Buyer only upon these conditions. Subject only to clause 3, anything in any document forming part of or incorporated in any such Contract which is inconsistent with these conditions, or any part thereof shall have no effect, and every such document shall be deemed to incorporate only these conditions. Any acceptance or acknowledgment of the Order by the Supplier (including, without limitation, by commencing with any of the work or activities called for in the Order), even if containing or referencing terms inconsistent with or in addition to the terms of the Order shall be deemed as a full acceptance by the Supplier of the Order, and the inconsistent or additional terms shall be deemed ineffective, unless they were specifically and expressly accepted by the Buyer in writing.

**2. 条款。**买方签订的所有合同均受本条款约束。除第 3 条规定外，任何构成本合同一部分或被并入合同的文件中与本条款不一致的内容均无效，且该文件应被视为仅包含本条款。供应商对订单的任何接受或确认（包括但不限于开始订单所要求的任何工作或活动），即使包含或引用与订单条款不一致或附加的条款，也应被视为供应商对订单的完全接受，而一致或附加条款应视为无效，除非买方已书面明确接受。

**3. PRECEDENCE.** The documents forming this Contract are to be taken as mutually explanatory of one another. In the event of any conflict or ambiguity, the order of precedence shall be as follows: (i) the Order; (ii) Special terms and conditions; (iii) Chart Standard Terms & Conditions of Purchase for Goods & Services; and (iv) any appendices attached to the Order.

**3. 优先级。**构成本合同的各文件应被视为相互解释。如有任何冲突或不明确之处，其优先顺序如下：(i) 订单；(ii) 特殊条款和条件；(iii) 查特货物及服务采购标准条款与条件；以及 (iv) 订单所附的任何附件。

### **4. PRICE AND VARIATIONS.**

Supplier's price shall include all necessary packing and preparing the Goods for shipment in accordance with the Incoterm applicable to the Order, and no additional charges of any kind, including charges for boxing, carting, freight, insurance or storage will be allowed unless specifically agreed to by Buyer in writing. Unless otherwise agreed, the Contract Price is fixed for the duration of the Order, and no increases shall be accepted unless related to a written variation issued by the Buyer. No variation of or addition to these terms shall be effective unless in writing and signed for and on behalf of the Buyer and the Supplier. The Buyer may instruct variations of and extras to the Contract at any time. Any such instructions must be confirmed by a formal written amendment

issued by the Buyer. If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under this Order, an equitable adjustment shall be agreed between the parties in writing. Should the parties fail to reach an agreement on cost or time required, the Supplier shall continue work under the Contract including any change advised by the Buyer, whilst the parties negotiate an agreeable settlement. Any Supplier claim for adjustment under this clause will be deemed waived unless asserted within five (5) days from the Supplier's receipt of the change request and may only include the reasonable and direct costs that will be incurred as a direct result of the change.

### **4. 价格和变更。**

供应商的价格应包括所有必要的包装和货物准备，以便按照适用于订单的国际贸易术语装运，除非买方明确书面同意，否则不允许收取任何形式的额外费用，包括装箱、运输、运费、保险或仓储费用。除非另有约定，合同价格在订单期间是固定的，除非买方发出书面变更，否则不接受任何增加。对本条款的任何变更或补充，除非采用书面形式并经买方和供应商签署，否则不生效。买方可随时指示对本合同进行变更或补充。任何此类指示必须由买方发出正式的书面修改来确认。如果任何变更导致订单项下任何工作的成本或时间的增加或减少，则双方应以书面形式商定公平的调整。如果双方未能就所需的成本或时间达成协议，供应商应在协商期间继续履行买方指示的变更工作。供应商在本条下提出调整请求的权利，若未在收到变更通知后五（5）天内提出，将视为放弃，并且仅可包含因变更直接产生的合理成本。

**5. MATERIAL AND WORKMANSHIP.** Supplier warrants to Buyer, its successors, assigns, and customers that the Goods shall be fit for the purpose specified and conform in every respect as to quantity, quality, performance and description with any drawing or specification set out or referred to in the Order, or attached to these conditions as an appendix, and be of the most appropriate materials and best workmanship for Goods of that type and are free from defects, whether patent or latent, in design, material, workmanship, and title. Supplier warrants to Buyer, its successors, assigns, and customers that the Works shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards. The Supplier, in its capacity as the expert, confirms to have verified, before supplying the Goods or carrying out any of the Works, all documents and information provided by the Buyer. The Supplier shall immediately notify the Buyer of any contradictions, omissions and/or errors identified, and the Supplier shall address any contradictions, omissions and/or errors in these documents. In such cases, the Supplier is required to report in writing to the Buyer, in a timely manner before supplying the Goods or carrying out any of the Works, all errors or omissions and to propose any changes or adjustments that it may deem necessary to make in order to ensure the proper performance of the Contract. At Buyer's request, Supplier shall provide Buyer with performance bonds in the amount equal to the value of this Order.

**5. 材料和工艺。**供应商向买方、其继承人、受让人和客户保证，货物应适用于订单指定用途，并在数量、质量、性能及描述方面完全符合订单中列示或引用的图纸或规范，或附在本条款附件中的规范，且采用最适当的材料和最佳工艺，不存在设计、材料、工艺及所有权上的显性或潜在缺陷。供应商向买方、其继承人、受让人和客户保证，工程应由合格的主管人员按照公认的行业标准以专业和熟练的方式进行。供应商以专家身份确认，在供应货物或进行任何工程之前，已核实买方提供的所有文件和信息。供应商应立即将发现的任何矛盾、遗漏和/或错误通知买方，供应商应解决这些文件中的任何矛盾、遗漏和/或错误。在这种情况下，供应商必须在供应货物或进行任何工程之前及时以书面形式向买方报告所有错误或遗漏，并提出其认为必要的任何更改或调整，以确保合同的正常履行。应买方要求，供应商应向买方提供与本合同金额相等的履约保函。

**6. TIME FOR COMPLETION.** Time is of the essence. The time for delivery of the Goods, or for completion of the Works, shall be on the delivery date, and at the delivery address, as specified in the Order. If the Supplier fails to deliver within such time the Supplier shall pay the Buyer liquidated damages for

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delay at the rates specified in the Order. Where the Order does not specify any rates of liquidated damages, the Supplier shall be liable for liquidated damages of 0.2% of the Contract Price per day, subject to a maximum of 15% of the Contract Price.

The Buyer shall be entitled to terminate the Contract for default where the liquidated damages reach the maximum amount.

The parties agree that it is not possible to estimate or calculate the damages that the Buyer may suffer as a result of delays exceeding ten (10) weeks; accordingly, for any delay exceeding this period, the Buyer shall be entitled to recover any documented additional damages that the Buyer incurs as a result of the Supplier's additional delay. Should it become apparent that delivery, or completion, cannot be accomplished within the time specified, the Supplier shall, at its own cost, take all necessary steps to expedite the progress of the Order, including, but not limited to working additional shifts, overtime, providing additional manpower, equipment and air freighting to meet the delivery date(s) required by the Order. Furthermore, the Buyer reserves the right to arrange shipping by a more expensive way than specified, and any resulting increased transportation costs shall be paid for by the Supplier.

**6. 完成时间。**时间是至关重要的。交付货物或完成工程的时间应按订单中规定的交付日期和交付地点计算。如果供应商未能在上述时间内交货,则供应商应按订单规定的比例向买方支付延迟违约金。如果订单未规定任何违约金,则供应商应每天承担合同价格的0.2%的违约金,但最高不超过合同价格的15%。当违约金达到最高金额时,买方有权因供应商违约而解除合同。双方同意,延迟超过十(10)周可能导致买方的损失无法估算;因此,对于超过此期限的任何延误,买方有权要求供应商赔偿因额外延误而导致买方遭受的任何有文件证明的额外损害。如果明显无法在规定的时间内交付或完成,则供应商应自费采取一切必要措施加快订单的进度,包括但不限于增加轮班、加班、提供额外的人力、设备和空运,以满足订单要求的交付日期。此外,买方保留选择更高成本运输方式的权利,任何由此增加的运输费用应由供应商支付。

**7. DELIVERY OF GOODS.** Where the Contract is for the supply of Goods, delivery shall occur when the Goods have been delivered, including all required documentation, with correct packing, and in accordance with the Incoterm stated in the Order, as per Incoterms 2020. Where the Order does not specify, Incoterms shall be DDP, Buyer's factory. Unless otherwise agreed, the Buyer shall not accept early delivery or part deliveries. Delivery shall be by the most efficient way, taking into account price and schedule, unless otherwise stated. Excess unauthorized shipments and shipments arriving in advance of scheduled delivery date may be returned at Supplier's risk and expense. Where applicable, bill of lading shall be sent with Goods or attached to invoice and show Buyer's Order number, equipment description, and Buyer's other numbers, if any.

**7. 交货。**如果本合同涉及货物的供应,则交付应在货物送达并附齐所有文件、正确包装,并符合订单中指定的国际贸易术语(依照《国际贸易术语解释通则2020》)时进行。如订单中未注明,国际贸易术语应为DDP,买方工厂。除非另有约定,买方不接受提前交货或部分交货。除非另有规定,应在考虑价格和进度的情况下,以最有效的方式交货。未经授权的多余货物和在预定交货日期之前到达的货物可退回,风险和费用由供应商承担。在适用的情况下,提单应随货物一起发送或附在发票上,并显示买方的订单号、设备描述和买方的其他编号(如有)。

**8. VESTING AND RISK.** The property/title in the Goods or any part thereof shall pass to the Buyer on, whichever is the earlier of when: (i) materials or parts of the Goods are set aside for the Contract; (ii) the Buyer makes any payment to the Supplier; or (iii) the Buyer accepts delivery. Where the Contract is to supply Goods, the risk in the Goods shall pass to the Buyer at the point of delivery, as specified in the Order and/or in accordance with the agreed Incoterms. Where the Contract is to supply Works, the risk in the Works shall not pass to the Buyer until such Works are complete and accepted by the Buyer.

**8. 所有权和风险。**货物或其任何部分的所有权转移给买方的时间,以以下时间中较早者为准:(i)为合同预留材料或零件时;(ii)买方向供应商支付任何款项;或(iii)买方接受交付。如果

合同为供货时,货物的风险应在订单规定的交货时点和/或按照约定的国际贸易术语转移给买方。如果合同是供应工程,在工程完成并被买方接受之前,工程中的风险不应转移给买方。

**9. REPLACEMENT OR REJECTION.** All Goods ordered will be subject to final inspection and approval by Buyer and its customers, at Buyer's election, at Supplier's plant or other Buyer-designated location or, if Works, at the site at which such Works are to be performed. Any part of the Goods or Works (including any part replaced under this clause) which is defective owing to fault in material, workmanship, design or which are not fit for the purpose specified in the Order, shall be rectified or replaced at the Supplier's cost. The "Warranty Period" shall be as stated in the Order or, where no Warranty Period is specified, it shall be: twenty-four (24) months from the date of first operation of the Goods, or Works, or thirty-six (36) months from the date of delivery of Goods, or acceptance of Works, whichever is the later. Any replacement Goods, parts, and materials/or re-performance of Works are also warranted as stated herein. If the Supplier has not rectified or replaced the Goods or Works within fourteen (14) days from the Buyer's notification of defect(s), the Buyer is entitled to reject any such Goods or Works and to purchase them elsewhere, to the same specification and conditions as circumstances shall admit, or alternatively the Buyer may rectify, or have others rectify, and any additional costs howsoever incurred shall be paid by the Supplier to the Buyer. Where fourteen (14) days is not reasonably possible, the Supplier shall submit a rectification plan no later than five (5) days after receipt of the Buyer's notification, which shall be subject to the Buyer's acceptance before Supplier commences to rectify or replace. However, such nonconforming Goods and/or Works are not to be replaced or re-performed by Supplier without Buyer's written authorization. Supplier further warrants that it will at all times fully comply with all applicable federal, state, and local rules, laws, codes and regulations.

**9. 更换或拒收。**所有订购的货物应由买方及其客户根据买方的选择,在供应商的工厂或其他买方指定的地点进行最终检验和批准,如果是工程,则在对该工程的现场进行最终检验和批准。货物或工程的任何部分(包括根据本条更换的任何部分),如因材料、工艺、设计方面的缺陷或不适合订单规定的目的而存在缺陷,应由供应商负责纠正或更换。“质保期”应按订单规定,如未规定质保期,则应为:自货物或工程首次使用之日起二十四(24)个月,或自货物交付或工程验收之日起三十六(36)个月,以较晚者为准。任何更换的货物、零件和材料/或工程的重新执行也同样享受上述质保。如果在买方发出缺陷通知后的十四(14)天内,供应商未对货物或工程进行整改或更换,买方有权拒绝接受任何此类货物或工程,并在情况允许的情况下,任何额外费用均应由供应商支付给买方。如果十四(14)天是不合理的,则供应商应在收到买方通知后不迟于五(5)天内提交一份整改计划,该计划应在供应商开始整改或更换之前得到买方的认可。但是,未经买方书面授权,供应商不得更换或重新执行该等不合格货物和/或工程。供应商进一步保证,其将始终完全遵守所有适用的联邦、州和地方法规、法律、法规和规章。

**10. LATENT DEFECTS.** In the event that a defect shall appear in the Goods or Works within a period of six (6) years after expiry of the Warranty Period, the same shall be made good by the Supplier, provided that the defect was either caused by an act or omission on the part of the Supplier; such act or omission implies either a failure to pay due regard to the serious consequences which a conscientious and responsible contractor would foresee as being likely to ensue, or a wilful disregard of any consequences of such act or omission, or would not have been disclosed by a reasonable examination prior to expiry of the Warranty Period.

**10. 潜在的缺陷。**如果货物或工程在保证期届满后的六(6)年内出现缺陷,则该缺陷应由供应商修复,前提是缺陷由供应商的行为或不作为造成;该行为或不作为包括未尽合理注意义务以预见可能产生的严重后果,或故意忽视行为或不作为的后果,或通过合理检查无法在质保期届满前发现。

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### 11. ASSIGNMENT, SUBCONTRACTING AND

**PRODUCTION.** The Supplier shall not assign or transfer the Contract or any part thereof, or make any subcontract with any person, or company for the execution of any portion of the Goods or of the Works other than for the supply of unprocessed materials without the prior consent in writing of the Buyer. Any such consent shall not relieve the Supplier from any obligations under the Contract. The Supplier shall provide the Buyer with unpriced copies of any sub orders placed by the Supplier. The Supplier shall not be entitled to move production to another site of the Supplier's, without the prior consent in writing of the Buyer.

**11. 转让、分包与生产。** 未经买方事先书面同意，供应商不得转让合同或合同的任何部分，也不得就货物或工程的任何部分与任何人或公司签订分包合同，但供应未加工材料的合同除外。任何该等同意均不得免除供应商在本合同项下的任何义务。供应商应向买方提供其所下的任何分包订单的未标价副本。未经买方事先书面同意，供应商无权将生产转移至其其他工厂。

**12. REPORTS, INSPECTION AND TESTING.** At the request of the Buyer, the Supplier shall submit regular reports showing the availability of material parts and the manufacturing status of all items covered by the Order. The Supplier shall afford to the Buyer's representative, inspectors, or any inspecting authority nominated by the Buyer, access to the Supplier's manufacturing areas at all reasonable times where the material parts and assemblies are being produced. In the event that part of the Order is sub- contracted by the Supplier, the Supplier will arrange for the Buyer's representative(s) to visit sub-contractors on a similar basis. In the event that the Buyer finds a report provided by the Supplier contains inaccurate information, the Buyer shall be entitled to charge the Supplier for all costs incurred by any visit and the Supplier is granted five (5) days to provide a revised and accurate report. The Buyer shall be given a certificate of the results of any test of the Goods or Works carried out by the Supplier or the manufacturer or importer of the Goods of Works. Where the Order prescribes any tests or performance parameters for the Goods or Works, the Supplier shall carry out such tests and otherwise ensure such performance. The Supplier shall give reasonable notice and full opportunity to the Buyer to witness all such tests. If the Buyer fails to attend such tests at the notified time and place, the Supplier may proceed in its absence, however, should the Buyer so request prior to such notified time the Supplier shall hold such tests at a reasonable alternative time and place as the Buyer may require. No approval of the Goods or failure to reject the Goods by the Buyer pursuant to any inspection or tests of the Goods or otherwise shall prejudice any right of the Buyer under the Contract

**12. 报告、检查和测试。** 应买方要求，供应商应定期提交报告，显示材料部件的可用性和订单所涉及的所有项目的制造状态。供应商应允许买方代表、检查员或买方指定的任何检查机构在任何合理的时间进入正在生产材料部件和组件的供应商制造区域。如果订单的一部分是由供应商分包的，供应商将安排买方代表以类似的方式访问分包商。如果买方发现供应商提供的报告包含不准确的信息，则买方有权向供应商收取任何访问所产生的所有费用，并给予供应商五(5)天的时间来提供经修订的准确报告。买方应获得由供应商或货物或工程的制造商或进口商对货物或工程进行的任何测试结果的证明。如果订单规定对货物或工程进行任何测试或性能参数，供应商应执行该等测试并以其他方式确保该等性能。供应商应向买方发出合理的通知，并给予买方充分的机会见证所有此类测试。如果买方未能在通知的时间和地点参加此类测试，供应商可以在买方缺席的情况下继续进行，但是，如果买方在通知的时间之前提出要求，供应商应在买方可能要求的合理的替代时间和地点举行此类测试。买方对货物进行任何检验或试验或以其他方式批准货物或未拒绝货物，均不影响买方在合同项下的任何权利。

**13. INVOICES.** Invoices not stating the Order number will be rejected Unless otherwise stated in the Order, payment terms will be ninety (90) days E.O.M from receipt of a valid and undisputed invoice. The parties expressly agree to this payment period even when this may be longer than the maximum period provided for under the EU Late Payment Directive or other

prompt payment-type regulations, rules, or statutes. Supplier shall provide a separate invoice for each shipment to Buyer's designated accounts payable processor, either by mail, email or e-invoicing, using the information specified by Buyer. The Buyer shall have the right to set-off or deduct all claims for money due or to become due to the Supplier by reason of any counterclaim arising out of this or any other transaction between the Buyer and the Supplier or any of their affiliate companies. At Buyer's request, Supplier shall provide Buyer with payment bank bonds in the amount equal to the value of this Order.

**13. 发票。** 未注明订单号的发票将被拒绝，除非订单中另有规定，付款期限为收到有效且无争议的发票九十(90)天后的当月月末。双方明确同意此付款期，即使此付款期可能长于《欧盟延迟付款指令》或其他及时付款类型的法律、法规或规则规定的最长期限。供应商应使用买方指定的信息，通过邮寄、电子邮件或电子发票的方式，就每批货物向买方指定的应付账款处理方提供单独的发票。买方应有权抵销或扣除因买方与供应商或其任何关联公司之间的本交易或任何其他交易而产生的任何反诉而导致的应付或即将应付给供应商的所有索赔。应买方要求，供应商应向买方提供与本合同金额相等的支付银行保函。

### 14. INDEMNITY. For Orders from a U.S.A Chart entity:

Supplier shall, to the fullest extent provided by law, defend, release, indemnify, and hold harmless Buyer, its affiliates, and its and their successors, assigns, and customers, from and against claims, demands, judgments, fines, penalties, liabilities, losses, and damages ("Claims"), including those arising out of property damage or personal injury or death, arising out of or relating to this Order or the Goods/Works furnished hereunder, or any litigation based thereon and any related costs, expenses, and attorneys' fees, regardless of Buyer's or any other person's negligence (whether, to the extent permitted by applicable law, sole, joint or otherwise), fault or cause and regardless of whether such Claims arise in contract, warranty, negligence, tort, strict liability, or otherwise. Supplier shall further defend, indemnify and hold harmless Buyer, its affiliates, its and their successors, assigns and customers from and against any and all liens upon the premises of Buyer or its customers, including liens for labor performed and material furnished by Supplier or its subcontractors, and Supplier shall also at its own expense immediately procure the discharge, release or satisfaction of any and all notices of intention or other evidence of such lien or claim thereto. Supplier shall further defend, release, indemnify, and hold harmless Buyer, its successors, assigns and customers from and against claims, liability, loss and damage, including costs, expenses, and attorneys' fees arising out of or relating to any claim of patent or copyright infringement of or in any way related to the Goods/Works, or parts/portions thereof, furnished hereunder or any litigation based thereon. In addition, Supplier shall procure at Supplier's sole expense for Buyer the right to continue using the Goods/Works, or parts/portions thereof, found to have been infringing or shall so modify, supplement or replace such Items and parts as to eliminate such infringement, provided that there is no performance degradation due to such actions and the same is reasonably acceptable to Buyer. **Orders from any other Chart entity:** The Supplier shall indemnify the Buyer from and against any claim concerning: (i) personal injury to or loss of life of any personnel arising from or relating to Supplier's performance of this Contract; (ii) loss of or damage to any property (whether Supplier's, Buyers or any third party) arising from or relating to Supplier's performance of this Order; (iii) any other liability towards a third party arising from or relating to the Supplier's performance of this Order; (iv) any claim from a third party resulting from infringement of intellectual property rights in connection with the Goods/Work rendered or the Buyer or end user's future utilization of the Work; and/ (v) the Supplier's breach of clauses 16, 22, 26 and/or 27.

**14. 赔偿。** 对于来自美国查特实体的订单：供应商应在法律规定的最大范围内，为买方、其关联方及其继任者、受让人和客户就索赔、要求、判决、罚款、处罚、责任、损失和损害赔偿（“索赔”）（包括因本合同或本协议项下提供的货物/工程引起的或与之相关的财产损失或人身伤害或死亡，或基于此的任何诉讼和任

# Chart Standard Terms & Conditions of Purchase for Goods & Services

## 查特货物及服务采购标准条款与条件

何相关费用引起的索赔、要求、判决、罚款、处罚、责任、损失和损害赔偿)进行抗辩、免除、赔偿并使其免受损害。费用和律师费,无论买方或任何其他人的疏忽(在适用法律允许的范围内,无论是单独的、共同的还是其他的)、过失或原因,也无论该等索赔是否因合同、保证、疏忽、侵权、严格责任或其他原因产生。供应商应进一步为买方、其附属公司、及其继承人、受让人和客户就其对买方或其客户的房屋的任何和所有留置权(包括对供应商或其分包商所从事的劳动和提供的材料的留置权)进行抗辩、赔偿并使其免受损害,供应商还应自付费用,立即促使有关该等留置权或索赔的任何和所有意向通知或其他证据得到解除、解除或满足。供应商应进一步为买方、其继承人、受让人和客户辩护、免责、赔偿并使其免受索赔、责任、损失和损害,包括因以下提供的货物/工程或其部件/部分的任何专利或版权侵权索赔或以任何方式与之相关的成本、费用和律师费,或由此引起的或与之相关的任何诉讼。此外,供应商应自费为买方争取继续使用发现存在侵权行为的货物/工程或其部件/部分的权利,或修改、补充或更换该等物品和部件以消除侵权行为,前提是该等行为不会导致性能下降,且买方可以合理接受。

**来自任何其他查特实体的订单:** 供应商应赔偿买方免受以下方面的任何索赔: (i)因供应商履行本合同而引起的或与之相关的任何人员的人身伤害或死亡; (ii)因供应商履行本合同而引起的或与之相关的任何财产(无论是供应商的、买方的或任何第三方的)的损失或损害; (iii)因供应商履行本合同而产生的或与之相关的对第三方的任何其他责任; (iv)第三方因与所提供的货物/工程,或买方或最终用户将来使用工程相关的知识产权侵权而提出的任何索赔;和/ (v)供应商违反第 16、22、26 和/或 27 条。

### 15. INSURANCE. For Orders from a U.S.A Chart entity:

Supplier shall at all times procure and maintain for the performance of this Order, workers' compensation, commercial general liability, automobile liability, bodily injury and property damage insurance and other such insurance in reasonable amounts as Buyer may require with insurers reasonably acceptable to Buyer. In addition, Supplier and all of its employees, agents and subcontractors shall comply with all site requirements if entering onto Buyer's or Buyer's customer's property. Supplier shall provide Buyer with 30 days written notice prior to the effective date of any cancellation or change in the terms of coverage of any required insurance; provided, however, such notice shall not relieve Supplier of its obligations to procure and maintain the required insurance. Supplier shall provide a certificate of insurance showing Supplier's compliance with these requirements in a form reasonably acceptable to Buyer and shall name Buyer and its affiliates and customers as additional insured for all required coverage, except workers' compensation, and shall waive all rights of subrogation in favor of Buyer and its affiliates and customers. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of each of the additional insureds and is not contributory with any insurance which an additional insured may carry. The following minimum limits are required: (i) workers' compensation at statutory benefits in the state where Supplier performs its obligations under this Order and where any Works are performed and employer's liability at USD \$1 million each accident; (ii) automobile liability at USD \$1 million combined single limit; (iii) commercial general liability, including product/projects liability at USD \$1 million per occurrence; (iv) umbrella/excess liability at USD \$5 million per occurrence; and (v) other coverage as required in this Order. In the event that Supplier fails to comply with any of the requirements stated herein, Buyer may procure such coverage at Supplier's sole expense.

**Orders from any other Chart entity:** The Supplier shall insure and keep insured during the execution of the Works covered by the Order, with a reputable insurance company and with minimum level of cover as specified in the Order. When required to do so by the Buyer, the Supplier shall produce evidence of such insurance. Where no amount is specified in the Order, the Supplier shall be required to maintain the following as a minimum: (1) Public and Products Liability coverage with a minimum limit of \$10,000,000 per occurrence or the Contract Price, whichever is the greater; and (2) Employers' Liability coverage or Workers' Compensation coverage, as required by applicable law. Prior to the Supplier

commencing Work hereunder, the Supplier shall obtain from each of its insurers, in respect of all legal liability policies and agreement from the insurers to waive their rights of subrogation and other rights of recourse against the Buyer or the Buyer's principals. If the Supplier fails to provide or maintain any of the foregoing insurance, the Buyer shall have the right to provide or maintain such coverage at the Supplier's expense. The procurement, maintenance and/or limits of coverage shall not relieve the Supplier of liability for any loss or damage.

**15. 保险。对于来自美国查特实体的订单:** 供应商应始终为履行本合同购买并维持工伤保险、商业综合责任险、汽车责任险、人身伤害及财产损失保险及其他买方合理要求的保险,且保险公司须为买方合理接受。此外,供应商及其所有员工、代理人及分包商在进入买方或其客户场地时,应遵守所有现场要求。如任何所需保险被取消或保险条款变更,供应商应在生效前 30 天书面通知买方;但该通知不免除供应商购买和维持所需保险的义务。供应商应提供保险证明,显示其符合这些要求,形式须为买方合理接受,并将买方、其关联公司及客户列为所有必需保险的附加被保险人(工伤保险除外),并放弃对买方及其关联公司和客户的代位求偿权。根据本条款维持的保险应被视为对每个附加被保险人的主要保险,不与附加被保险人可能拥有的其他保险相抵。要求以下最低限额:(i) 工伤保险按供应商履行本合同及工程地点所在州的法定福利,雇主责任每次事故 100 万美元;(ii) 汽车责任险综合限额 100 万美元;(iii) 商业综合责任险,包括产品/项目责任,每次事故 100 万美元;(iv) 伞形/超额责任险,每次事故 500 万美元;(v) 订单要求的其他保险。如供应商未遵守上述要求,买方可自费采购该保险,费用由供应商承担。

**来自任何其他查特实体的订单:** 供应商应在订单所涵盖的工程执行期间,向信誉良好的保险公司投保并保持投保,并按订单规定的最低保险等级投保。当买方要求时,供应商应提供该等保险的证明。如果订单中未规定金额,则应要求供应商维持以下最低限额:(1)公共和产品责任险,每次事故的最低限额为 10,000,000 美元或合同价格,以较高者为准;以及(2)适用法律要求的雇主责任保险或工伤赔偿保险。在供应商开始本协议项下的工作之前,供应商应从其各保险公司获得关于所有法律责任保单的协议,并获得保险公司放弃其对买方或买方委托人的代位求偿权和其他追索权的协议。如果供应商未能提供或维持上述任何保险,买方应有权提供或维持该等保险,费用由供应商承担。保险的购买、维持及保额不得免除供应商对任何损失或损害的责任。

**16. CONFIDENTIALITY, INTELLECTUAL PROPERTY.** Any information, specification, plans, drawings, patterns or designs supplied by the Buyer to the Supplier in connection with the Order shall remain the property of the Buyer, and any information derived therefrom or otherwise communicated to the Supplier in connection with the Order shall be regarded by the Supplier as secret and confidential and shall not, without the prior consent in writing of the Buyer, be published or disclosed to any third party or made use of by the Supplier except for the purpose of implementing the Order. Any specifications, plans, drawings, patterns or designs supplied by the Buyer must be returned in good order unless otherwise agreed. Any information concerning the design, manufacture, sale, or use of the Goods covered by this Order which Supplier may disclose to Buyer incident to the performance, manufacture, or delivery of Items covered by this Order shall be deemed to have been disclosed as a part of the consideration for this Order and to be free from all restrictions as to the use or disposition thereof by Buyer, and Supplier agrees not to assert any claim against Buyer by reason of Buyer's use or disposition thereof. Where development forms part of the Order, the ownership of any intellectual property rights including but not limited to patents, registered and unregistered designs and copyright arising from such development shall be transferred to the Buyer and the Supplier shall cooperate in any measure necessary to make such transfer effective as soon as any such right arises. All right, title, and interest in any inventions, developments, improvements, or modifications as a result of this Order shall be deemed "works made for hire" and shall exclusively vest with Buyer. Supplier grants to Buyer a non-exclusive, royalty free, irrevocable, perpetual license to use any standard software provided by Supplier hereunder and to sublicense the

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same. Buyer shall not be bound by any terms and conditions that may accompany any software. Supplier grants to Buyer an unlimited, exclusive, royalty-free, irrevocable, and perpetual license to use, modify, and sublicense any custom software provided by Supplier to Buyer. The Supplier group shall not permit copies to be made of any of the Buyer's Information without the Buyer's prior written consent; and in which case the Supplier shall mark the copy "Confidential". These confidentiality obligations shall continue indefinitely. Upon expiration or termination of this Order for any reason or at any time upon the Buyer's request, the Supplier group shall promptly return to the Buyer or, if authorized by the Buyer, destroy all confidential Information, including any copies thereof. The Supplier is required to obtain the prior written approval of the Buyer in respect of any text, photographs, information or publicity in connection with this Contract, or any Order, or any Buyer detail or reference whatsoever ("Information") that the Supplier proposes to release or issue to any news outlet, social media platform or to publish in any medium (including in-house newsletters in paper or electronic form). The Buyer has an unrestricted right to reasonably request changes to the Information or to forbid the issuance of such Information, which the Supplier must adhere to within a practicable period.

**16. 保密与知识产权。** 买方向供应商提供的与订单有关的信息、规格、计划、图纸、图案或设计均属于买方的财产，从这些信息中获得的或以其他方式传达给供应商的与订单有关的信息均应由供应商视为秘密和机密，未经买方事先书面同意，不得向任何第三方公布或披露，也不得由供应商除为执行订单的目的外使用。买方提供的规格、计划、图纸、样板或设计应按原状返还，除非另有约定。供应商因履行、制造或交付订单相关货物而向买方披露的任何信息应视为订单对价的一部分，买方使用或处理该信息不受限制，供应商不得因此对买方提出任何主张。如订单涉及开发，供应商应将相关知识产权（包括但不限于专利、注册及未注册设计及著作权）转让给买方，并采取一切必要措施保证这些权利尽快顺利转移。因本合同产生的任何发明、开发、改进或修改应视为“雇佣作品”，所有权利、所有权和权益应完全归买方所有。供应商授予买方对提供的标准软件非独占、免版税、不可撤销、永久使用许可，并可再许可。买方不受任何随软件附带条款约束。供应商授予买方对提供的定制软件无限制、独占、免版税、不可撤销、永久使用许可及再许可权。未经买方书面同意，供应商集团不得复制买方信息，若获批准，复制件须标注“机密”。保密义务持续有效。订单期满或终止时，或买方要求时，供应商集团应立即返还或销毁所有机密信息及其副本。供应商需就任何文本、照片、信息或宣传资料获得买方事先书面批准。买方有权合理要求修改或禁止发布，供应商必须在可行时间内遵守。

**17. BUYER EQUIPMENT.** All property of the Buyer at any time in the hands of the Supplier including, but not limited to, any patterns/drawings, tools or other equipment furnished by the Buyer to the Supplier, shall be used only for the purposes of the Order unless otherwise authorized by the Buyer. The Supplier shall maintain such property in good condition; fair wear and tear excepted and shall take all reasonable care to protect the same from loss or damage. The Supplier shall maintain insurance against loss or damage of such property. The Supplier shall produce satisfactory evidence of such insurance including premium receipts whenever required to do so by the Buyer. Supplier's use of Buyer's equipment is at its own risk and all Buyer's equipment is provided without warranty as to fitness for purpose. The Supplier shall indemnify and hold harmless the Buyer against and from all liabilities, claims, actions, causes of action, costs and expenses (including legal fees and expenses) of any nature for injury or death of any person or damage to property or any claims howsoever arising out of or which may be consequent upon or incidental or in any way attributable to the Supplier's use of the Buyer's equipment.

### 17. 买方设备

供应商手中任何买方财产，包括但不限于图样/图纸、工具或其他设备，仅可用于订单目的，除非买方另行授权。供应商应保持其良好状态（正常磨损除外），并应采取一切合理措施保护该等财产免受损失或损坏。供应商应为该等财产的损失或损坏投保。供应商应在买方要求时提供令人满意的该等保险证据，包括保险费收据。供应商使用买方设备的风险由其自行承担，买方提供的所有设备均不保证其适用性。供应商应对因使用买方设备而导致

的任何人身伤害或死亡或财产损失，或因使用买方设备而产生的或由此产生的、附带的或以任何方式可归因于供应商使用买方设备的任何性质的所有责任、索赔、诉讼、诉因、成本和开支（包括法律费用和开支），向买方提供赔偿并使买方免受损害。

### 18. SUSPENSION AND CANCELLATION FOR

**CONVENIENCE.** The Buyer shall be entitled to suspend the Order at any time, or delay the delivery of the Goods or Works, for a period of up to sixty (60) days at the Supplier's cost. The Buyer shall be entitled to cancel the Order in whole or in part at its discretion and without liability, save for, reimbursement in the case of cancellation for reasons other than the Supplier's default of the Supplier's reasonable costs properly incurred to the Buyer's reasonable satisfaction prior to receipt of the Buyer's notice of cancellation, less the value of any material or work in progress usable by the Supplier or normally in its inventory or stock or otherwise recoverable by the Supplier, and which the Buyer does not wish to obtain, plus such reasonable profit as the parties may agree. All items for which costs are reimbursed shall be delivered by the Supplier to the Buyer.

### 18. 便利性暂停及解除

买方有权在任何时候暂停订单，或延迟货物或工程的交付，期限不超过六十（60）天，费用由供应商承担。买方有权根据需要解除或取消合同的部分或全部，如非因供应商原因解除合同，买方除承担供应商在接到买方解除通知前为达到买方要求的合理费用外，不承担供应商的可以再利用的材料和半成品的价值、或通常的库存品价值或其他买方不希望购买部分但供应商可再利用或追偿的费用。除另有约定外，供应商应当将买方已承担费用的部分全部运输至买方。

**19. SUPPLIER'S DEFAULT.** In the event of default by the Supplier in the performance of any obligation hereunder including, but not limited to, time of delivery and/or completion, or in the event it becomes apparent that delivery or completion cannot be accomplished within the time specified, or should the Supplier become insolvent, go into liquidation, bankruptcy, re-organization, enter into any other arrangement or proceeding relating to any form of insolvency, the Buyer may, in addition to its other rights or remedies, terminate this Contract without penalty and/or liability, except for Goods or Works previously received and accepted, charging the Supplier for direct and reasonable losses and damages sustained by reason of such termination. In such circumstances, the Supplier shall ensure that full title to the Goods and/or Works transfers to the Buyer.

### 19. 供应商的违约。

如果供应商未能履行本协议项下的任何义务，包括但不限于交付和/或完成的时间，或者如果显然无法在规定的时间内完成交付或完成，或者如果供应商资不抵债、进入清算、破产、重组、进入与任何形式的破产有关的任何其他安排或程序，买方在行使其其他权利或补救措施外，还可以终止本合同并无需支付违约金和/或赔偿责任，但之前收到并接受的货物或工程除外，并向供应商收取因该等终止而遭受的直接和合理损失和损害。在这种情况下，供应商应确保货物和/或工程的全部所有权转移给买方。

**20. OVERALL LIABILITY.** The Supplier's overall liability to the Buyer under this Contract shall be stated in the Order or, where no such limit is stated, the greater of \$500,000 or 150% of the Contract Price. The limit of liability described herein shall not apply to Supplier's willful misconduct, fraud, tax obligations, breach of applicable law or any of Supplier's indemnity obligations pursuant to clause 14. In no event will the Buyer's overall liability to the Supplier, exceed the Contract Price. Except for breaches of confidentiality or Buyer's intellectual property rights, neither party shall be liable to the other, by any way of indemnity or by reason of breach of the Contract or of statutory duty or by reason of tort (including but not limited to negligence) or any other reason whatsoever for any loss of profit/revenue, loss of business, loss of contracts or for any special, indirect, incidental, punitive or consequential losses or damages.

**20. 总体责任。** 供应商在本合同项下对买方的全部责任应在订单中规定，如果没有规定，则以 50 万美元或合同价格 150% 的较大者为准。本合同所述的责任限额不适用于供应商的故意不当行为、欺诈、纳税义务、违反适用法律或根据第 14 条规定的任何供应商的赔偿义务。在任何情况下，买方对供应商的总责任不得

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## 查特货物及服务采购标准条款与条件

超过合同价格。除违反保密或侵犯买方的知识产权外，任何一方均无需因任何赔偿方式或因违反合同或法定义务或因侵权（包括但不限于疏忽）或因任何其他原因而对任何利润/收入损失、商业机会损失、合同损失或任何特殊的、间接的、附带的、惩罚性的或后果性的损失或损害承担责任。

**21. FORCE MAJEURE.** "Force Majeure" means an occurrence as specified below provided it is beyond the control of the party affected and provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Contract and could not reasonably have avoided it or overcome its consequences. The following events or occurrences shall constitute a Force Majeure: (i) war (including civil war), riots, invasion, acts of terrorism, civil disturbance, acts of environmental activists or non-governmental organizations; (ii) piracy, sabotage or embargoes; (iii) contamination by radioactivity from any nuclear fuel or from any nuclear waste; (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; (v) acts of God, fire, explosion or epidemic or earthquake, hurricane or other similar natural physical disaster; (vi) any strikes or industrial disputes at a national, regional or local level other than a strike or industrial dispute of the personnel of the Supplier; (vii) maritime or aviation disasters; and/or (viii) Change of laws, regulations and any acts of government or authority having or asserting jurisdiction where the Work is executed. Notwithstanding the above, under no circumstances, shall the following, be considered a Force Majeure event: (i) any shortage in supply of equipment, materials or people (other than as a result of any event or circumstance set out above); (ii) any failure by the Supplier for reasons within its control to obtain or maintain any permit, consent, authorization or approval which it is responsible for obtaining under the Contract; and/or (iii) lack of funds, financial hardship or the inability or failure of a party, to make a payment due, make a profit or achieve a satisfactory rate of return resulting from the performance or failure to perform its obligations under the Contract. No party shall be considered to be in breach of the Contract to the extent it is proven that such party was unable to fulfil its contractual obligation due to Force Majeure. The parties shall cover their own costs resulting from Force Majeure. A party wishing to invoke Force Majeure must notify the other party immediately thereof, if not it will lose the right to claim that Force Majeure has occurred. Either party is entitled to terminate the Contract if the Force Majeure situation continues, or it is obvious that it will continue, for more than ninety (90) days. In the event of such termination, the Buyer's sole liability towards the Supplier shall be the payment (if practicable) of the unpaid balance due to Supplier for that part of the Work already performed. Buyer may require the Work, including any corresponding rights and documentation, to be delivered to Buyer in its existing condition at the time of termination for completion by third parties.

**21. 不可抗力。**“不可抗力”是指下列所列的事件，但该事件是受影响的一方无法控制的，且该方在签订合同时无法合理地预见到该事件的发生，也无法合理地避免或克服其后果。下列事件或事件构成不可抗力：(i)战争（包括内战）、暴乱、入侵、恐怖主义行为、内乱、环保活动人士或非政府组织的行为；(ii) 海盗行为、蓄意破坏或禁运；(三)任何核燃料或任何核废料的放射性污染；(四)以音速或超光速飞行的航空器或其他空中装置造成的压力波；(v) 天灾、火灾、爆炸或流行病或地震、飓风或其他类似的自然灾害；(vi) 在国家、地区或地方一级发生的任何罢工或劳资纠纷，但供应商人员的罢工或劳资纠纷除外；(vii) 海难或空难；及/或 (viii) 法律、法规的变更，以及具有或主张对工程行使管辖权的政府或当局的任何行为的变更。尽管有上述规定，在任何情况下，下列情况均不应被视为不可抗力事件：(i) 设备、材料或人员供应短缺（由于上述任何事件或情况造成的除外）；(ii) 供应商因其控制范围内的原因未能获得或维持其在本合同项下负责获得的任何许可、同意、授权或批准；和/或 (iii) 缺乏资金、经济困难或一方因履行或未能履行其在合同项下的义务而无法或未能支付到期款项、获利或获得令人满意的回报率。任何一方如被证明因不可抗力而无法履行合同义务，均不被视为违约。因不可抗力造成的费用由双方自行承担。希望援引不可抗力的一方必须立即通知另一方，否则将失去主张不可抗力的权利。如果不可抗力情况持续或明显将持续超过九十（90）

天，任何一方均有权终止合同。在该等终止的情况下，买方对供应商的唯一责任是支付（如果可行）应付给供应商的已完成的那部分工作的未付余额。买方可要求将工作（包括任何相应的权利和文件）以终止时的现有状态交付给买方，由第三方完成。

**22. COMPLIANCE.** The Supplier represents and warrants that it will comply with all applicable laws in respect of activities contemplated by this Contract including, without limitation, laws and regulations relating to taxation, exchange controls and custom requirements as well as with any anti-corruption, anti-trust, anti-money laundering, sanctions or other applicable criminal law, rules or regulation. In particular, the Supplier shall comply fully with both the UK's Bribery Act 2010 and the US Foreign Corrupt Practices Act and it represents, and warrants that, it will not do anything which could contravene the Bribery Act 2010 or the Foreign Corrupt Practices Act or cause the Buyer to contravene the Bribery Act 2010 or the Foreign Corrupt Practices Act. Furthermore, the Supplier represents and warrants that it will not offer to or receive any inducement or bribe from any employee, agent, official or fiduciary or any third party with the intent to influence the conduct of any such person or customer in relation to the purchase of the Goods. The Supplier acknowledges that the Buyer has adopted a Code of Conduct for Business Partners ("COC") that governs, among other things, the Buyer's relationships with suppliers, the supply of all materials or products purchased by the Buyer and covers topics related to social and environmental responsibility, including the responsible sourcing of materials and the reduction of emissions. The Supplier agrees to conduct itself in its dealings with the Buyer at all times in accordance with such COC and in a manner that is consistent, and which facilitates compliance with such COC. At the Buyer's request, the Supplier shall certify in writing its compliance with the foregoing. The Buyer's COC can be found at:

<https://www.chartindustries.com/We-Are-Chart/ESG>. The Supplier, and any products or other services supplied by the Supplier, shall comply with all applicable laws, rules, regulations, export control laws, orders, conventions, ordinances or standards in the Supplier's country, the Buyer's country and the country(ies) of destination, whichever are more stringent, or that relate to the manufacture, labelling, transportation, importation, exportation, use, operation, licensing, approval or certification of the Goods or Work, including, but not limited to, those relating to environmental matters, product safety, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety, motor vehicle safety and the UK Modern Slavery Act 2015 or local equivalent. The Supplier shall provide the Buyer with any information reasonably requested by the Buyer and any information which the Supplier knows, or should know, that the Buyer will or may need in order to comply with or manage its obligations under all applicable laws, rules, regulations, regulatory requirements, by laws, ordinances and subordinate legislation, including any judicial or administrative interpretation of them, in force from time to time.

**22. 合规。**供应商声明并保证，其将遵守本合同所涉及活动的适用法律，包括但不限于与税收、外汇管制和海关要求相关的法律及法规，以及任何反腐败、反垄断、反洗钱、制裁或其他适用的刑事法律、规则或规定。特别地，供应商应完全遵守英国2010年《反贿赂法》和美国《反海外腐败法》，并声明并保证，其不会做出任何可能违反《反贿赂法》或《反海外腐败法》的行为，也不会导致买方违反《反贿赂法》或《反海外腐败法》。此外，供应商声明并保证，其不会向任何员工、代理人、官员或受托人，或任何第三方提供或接受任何贿赂或好处，以意图影响此类人员或客户对货物的购买行为。供应商确认，买方已采用了一份《业务合作伙伴行为准则》（“准则”），该准则涵盖了诸多方面，包括买方与供应商之间的关系、买方所采购的所有材料或产品的供应，并涉及与社会和环境责任相关的内容，包括材料的负责采购以及减少排放。供应商同意在与买方的所有交易中始终按照该行为准则行事，并以一致且有助于遵守该行为准则的方式进行。应买方要求，供应商应以书面形式证明其遵守上述规定。买方的准则可在

<https://www.chartindustries.com/We-Are-Chart/ESG> 上找到。供应商及其所提供的任何产品或其他服务，均须符合供应商所在国、买方所在国以及目的地国家（如有多个目的地国家）的所有适用法律、规则、法规、出口管制法律、命令、公约、条例或标

# Chart Standard Terms & Conditions of Purchase for Goods & Services

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准，以其中要求更为严格的标准为准，或者与货物或工作的制造、标签、运输、进口、出口、使用、运营、许可、批准或认证相关，包括但不限于与环境问题、产品安全、工资、工作时间和条件、分包商选择、歧视、职业健康/安全、机动车安全以及英国《2015年现代奴隶制法》或当地同等法律相关的规定。供应商应向买方提供买方合理要求的任何信息，以及供应商知道或应该知道的任何信息，买方将或可能需要这些信息，以遵守或管理其在所有适用法律、规则、法规、监管要求下的义务，包括不时生效的法律、条例和从属立法，包括对这些法律、法规的任何司法或行政解释。

**23. AUDIT.** The Supplier hereby grants the Buyer access to all pertinent records, correspondence, writings, drawings and receipts related to any Order and/or to verify the Supplier's compliance with clause The Supplier further agrees to maintain such records and documents for a period of ten (10) years after the termination or expiration of this Contract. Supplier agrees to cooperate fully and with all reasonable requests of the Buyer during an audit and agrees that such an audit may be used as the basis for settlement of any disputes which might arise under this Contract. The Supplier shall be entitled to redact any internal pricing information from auditable documentation.

**23. 审计。** 供应商在此授权买方查阅与任何订单有关的所有相关记录、通信、文字、图纸和收据和/或核实供应商是否遵守本条款。供应商进一步同意在本合同终止或期满后十（10）年内保留该等记录和文件。供应商同意在审计期间充分配合买方的所有合理要求，并同意该等审计可作为解决本合同项下可能产生的任何争议的基础。供应商可对内部定价信息进行涂黑处理。

**24. THIRD PARTY RIGHTS.** For the purposes of the Contracts (Right of Third Parties) Act 1999, this Contract is not intended to, and does not give, any person who is not a party to it any right to enforce its provisions.

**24. 第三方权利。** 根据《合同（第三方权利）法 1999》，本合同无意向任何非合同当事方授予，也不会授予任何第三方执行本合同条款的权利。

**25. GOVERNING LAW AND JURISDICTION.** Before referring any dispute to formal resolution processes, the parties may attempt to settle the matter amongst them (referring to their managing or commercial directors as appropriate) and may also consider reference to an appropriate form of alternative resolution procedure. However, at any time, the Buyer shall be entitled to remove such dispute from any alternative process and proceed to the relevant courts with jurisdiction over the matter. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Supplier waives all causes of action arising under this Contract after one year from the date of the occurrence of the event giving rise to any such claim.

**For Orders from a U.S.A Chart entity:** This Contract and any claim, controversy or dispute arising under or related to the Agreement, the relationship of the parties, and the interpretation and enforcement of the rights and duties of the parties is exclusively governed by the laws of the State of Delaware, excluding its conflicts of law principles, and is subject to the exclusive jurisdiction of the federal and state courts having jurisdiction over Wilmington, Delaware.

**For Orders from a German entity:** This Contract shall be governed by and construed in accordance with the laws of Switzerland.

**For Orders from any other Chart entity:** The Contract shall in all respects be treated and construed as an English Contract governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English courts as regards any claim or matter arising under the Contract.

**25. 法律及管辖权。** 在将任何争议提交至正式解决程序之前，双方可以尝试自行协商解决（视情况而定，可指派其管理或商业主管）；同时也可以考虑采用适当的替代解决程序。但任何时候，买方均有权将此类争议从任何替代程序中移除，并向对相关事宜具有管辖权的法院提起诉讼。《联合国国际货物销售合同公约》被明确排除适用。供应商在自该事件发生之日起一年后，即对其依据本合同产生的任何索赔、争议或纠纷所引发的任何诉讼权利均予以放弃。

对于来自美国查特实体的订单：本合同以及依据或与本协议、双方关系以及双方权利和义务的解释和执行相关的任何索赔、争议或纠纷，均仅受特拉华州法律的管辖，但不包括其冲突法原则。并且受威明顿，特拉华州所属的联邦及州法院的专属管辖权约束。

对于来自德国查特实体的订单：本合同应受瑞士法律的管辖并依其进行解释。

对于来自任何其他查特实体的订单：本合同在所有方面均应被视为受英格兰和威尔士法律管辖的英语合同，并且就本合同项下产生的任何索赔或事项，其专属管辖权归英格兰法院所有。

**26. IMPORT/EXPORT COMPLIANCE.** The Supplier shall provide the Buyer, or the Buyer's designated agent, with all necessary information, including the customs tariff code, export-control identifier and confirmation of the Goods origin in a timely fashion to enable the Buyer's compliance with any applicable customs regulations. If Goods will be delivered to a destination country having a trade preferential or customs union agreement with the Supplier's country, the Supplier shall provide all required documentation to support the applicable special customs program to allow duty free or reduced duty for entry of Goods into the destination country or confirm the Goods cannot meet the preferential criteria. When applicable, provide timely shipping details to enable compliance with customs security regulations. The Supplier hereby agrees that it shall not, except as said applicable laws and regulations may expressly permit, make any disposition by way of transshipment, re-export, diversion or otherwise, of any Goods, technical data, or software, or the direct product thereof, furnished by either party in connection with this Order. Subject to applicable law, the Supplier agrees that it will not supply any Goods to the Buyer under this Order that are sourced directly or indirectly from the Russian Federation, Belarus, or any other sanctioned country defined by the United States, the EU, member states of the EU or the United Kingdom. In addition, the 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, the Supplier hereby agrees not to supply any Goods to the Buyer under this Order that are sourced directly or indirectly from any such jurisdiction, region, territory and/or country identified to the Supplier by the Buyer. Pursuant to the requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and Form SD associated with Section 13(p) of the Securities Exchange Act of 1934, the Supplier must comply with the Chart Conflict Minerals Policy found at

<https://ir.chartindustries.com/overview/regulatory-documents/default.aspx> with all expectations and requirements mandated thereunder.

The Chart Conflict Minerals Policy applies, regardless of form and location of ownership, to all Buyer suppliers of materials or products consisting of or containing "conflict minerals" (cassiterite, columbite-tantalite (coltan), gold and wolframite and the following derivatives: tantalum, tin and tungsten). The Supplier must also pass through these requirements to all of its suppliers of materials or products containing conflict minerals within the Supplier's supply chain for materials or products purchased by the Buyer. Failure to cooperate regarding these requirements could lead the Buyer to source from alternative suppliers. The Supplier shall comply with all commercially reasonable requests for information regarding the source and chain of custody of conflict.

**26. 进口/出口合规。** 供应商应及时向买方或买方指定的代理提供一切必要信息，包括海关税则号、出口管制标识符和货物原产地确认，以使买方遵守任何适用的海关法规。如果货物将交付到与供应商所在国家有贸易优惠或关税同盟协议的目的国，供应商应提供所有必要的文件，以支持适用的特殊海关程序，以允许货物免税或减征关税进入目的国，或确认货物不符合优惠标准。在适用的情况下，及时提供运输细节，以遵守海关安全法规。供应商在此同意，除非上述适用法律明确允许，供应商不得以转运、再出口、转移或以其他方式处置任何一方就本合同提供的任何货物、技术数据、软件或其直接产品。在遵守适用法律的前提下，供应商同意其不会向买方提供本合同项下直接或间接来自俄罗斯联邦、白俄罗斯或由美国、欧盟、欧盟成员国或英国定义的任何其他受制裁国家的任何货物。此

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外，出于业务原因，买方可能会不时地从某些司法管辖区、地区、领土和/或国家中撤回并/或限制其业务往来。因此，根据适用法律，供应商在此同意，对于本合同中任何直接或间接源自买方所指定的上述任何司法管辖区、地区、领土和/或国家的货物，均不再按照本合同向买方供货。根据《多德-弗兰克华尔街改革和消费者保护法》第 1502 条以及 1934 年《证券交易法》第 13(p) 条的相关规则和表格 SD 的要求，供应商必须遵守位于 <https://ir.chartindustries.com/overview/regulatory-documents/default.aspx> 上的《冲突矿产政策》以及其中规定的所有期望和要求。《冲突矿产政策》无论所有权的形式和地点如何，均适用于所有买方的材料或产品供应商，这些材料或产品包含或含有“冲突矿产”（锡石、钨钽铁矿（钨钽铁）、金和钨矿以及以下衍生物：钽、锡和钨）。供应商还需确保其供应链中所有供应含有冲突矿产的材料或产品的供应商（即购买方所采购的材料或产品的供应商）都能满足这些要求。若未能就这些要求进行合作，买方可能会从其他供应商处采购。供应商应根据有关冲突矿产来源和保管链的商业合理要求提供相关信息。

**27. HAZARDOUS MATERIALS.** The Supplier shall notify Buyer of all "hazardous materials" (as that term is defined in applicable Federal, state and local statutes) which are contained in the items being supplied to Buyer or to Buyer's customers and Supplier shall furnish Buyer with copies of all applicable "material safety data sheets" for said items no later than the shipment date under this Order. In addition, Supplier shall be responsible for all chemical substances or mixtures which Supplier brings onto Buyer's or Buyer's customer's premises. When ordered by Buyer, Supplier shall promptly and properly remove and dispose of all such substances, mixtures, containers, and/or other hazardous materials residues in accordance with all applicable federal, state, local statutes, laws, regulations, rules, orders, and ordinances.

**27. 危险材料。** 供应商应将提供给买方或买方客户的物品中包含的所有“危险材料”（该术语的定义见适用的联邦、州和地方法规）通知买方，供应商应在不迟于本合同项下的装运日期向买方提供上述物品的所有适用“材料安全数据表”的副本。此外，供方应对其带入买方或买方客户场所的所有化学物质或混合物负责。在买方下达命令后，供应商应根据所有适用的联邦、州、地方法规、法律、法规、规则、命令和条例，及时、妥善地清除和处置所有此类物质、混合物、容器和/或其他有害物质残留物。

**27. DATA PROTECTION.** The personal data disclosed by a party under the course of the Contract does not belong to the recipient of such data. The data must be protected and shall not be disclosed to any third party, or altered, violated or used except for the purposes of the Contract. Either party may require the destruction of this data upon the end of the relationship between the parties. The parties undertake to comply with all applicable laws on the protection of personal data in relation to these matters.

**27. 数据保护。** 一方在合同过程中披露的个人数据不属于该数据的接收方。该数据必须受到保护，不得向任何第三方披露，不得更改、侵权或使用，除非用于本合同的目的。任何一方均可要求在双方关系结束时销毁该数据。双方承诺遵守与这些事项有关的保护个人数据的所有适用法律。

**28. NON-SOLICITATION.** In order to protect the legitimate business interests of the Buyer, the Supplier hereby agrees that it shall not (without the prior written consent of the Buyer) employ, engage or otherwise facilitate the employment or engagement of any firm, company or person employed or engaged by the Buyer during the term of this Contract, who has been engaged in the provision of the Works or the management of this Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement, other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the Buyer, during the term of this Contract and for a period of twelve (12) months after termination of this Contract.

**28. 竞业禁止。** 为保护买方的合法商业利益，供应商特此同意，在未获得买方事先书面同意的情况下，不得（通过任何方式）雇用、聘用或协助雇用或聘用任何曾受买方雇佣或聘用、且在本合同期限内从事工程提供或合同管理工作的人员（无论其身份为雇主、代理人、雇员、独立承包商或以任何其他形式的雇佣或聘用），除非此类雇用或聘用通过面向所有人开放的全国性广告活动进行，且不得专门针对买方的此类员工。此规定在本合同期限内以及合同终止后十二（12）个月内均有效。

**29. ENTIRE AGREEMENT.** This Contract shall constitute the entire agreement between the Buyer and the Supplier. All previous proposals and communications related to the purpose of this agreement, oral or written, including, but not limited to, the Supplier's terms and conditions of sale or the like, are hereby superseded.

**29. 完整协议。** 本合同构成买方和供应商之间的完整协议。先前的与本协议目的有关的所有口头或书面报价和沟通，包括但不限于供应商的销售条款和条件或类似条款，均在此被取代。