

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

These general terms and conditions (the “**General Terms and Conditions**”) constitute a material part of all purchase order of procurement for the purchase of services or goods (“**Purchase Order**”) by [Lenzing Fibers (Shanghai) Co., Ltd./Lenzing (Nanjing) Fibers Co., Ltd.] and/or any of its affiliates (collectively as “**Lenzing**”) and the supplier (“**Supplier**”), and of each solicitation issued by Lenzing. Lenzing and Supplier agree that the Purchase Order (including its attachments and applicable Lenzing Policies) and the General Terms and Conditions constitute the entire agreement of the Parties for each procurement (“**Agreement**”).

以下通用条款和条件(“通用条款和条件”)构成[兰精纤维(上海)有限公司/兰精(南京)纤维有限公司]和/或任何兰精的关联公司(统称为“兰精”)与供应商(“供应商”)之间的所有购买服务或货物的采购订单(“采购订单”)以及每一次由兰精发布的招标邀请的重要组成部分。兰精和供应商同意, 采购订单(含其附件及适用的兰精政策)和本通用条款和条件构成了双方就每一次采购事宜的完整协议(“协议”)。

The Supplier to the Agreement shall review, comprehend and agree to these General Terms and Conditions. Lenzing and Supplier shall be individually referred to hereinafter as “**Party**” and collectively the “**Parties**” in the General Terms and Conditions.

作为本协议一方的供应商应当审阅、理解和同意本通用条款和条件。在本通用条款和条件中, 兰精和供应商在以下单称为“一方”, 合称为“双方”。

1 Solicitations for bids; Acceptance; Effectiveness of the Agreement

招标; 接受; 协议生效

1.1 Supplier may submit a written bid in response to a solicitation for bids from Lenzing within five(5) working days of the date of the solicitation, or as otherwise agreed. Lenzing may accept or decline Supplier’s bid in its sole discretion. The terms of Supplier’s bid are binding on Supplier for ninety (90) days from the date of receipt of the Supplier’s bid by Lenzing.

供应商可在兰精招标发布之日起五(5)个工作日内或在另行约定的期限内, 回复并提交书面投标。兰精可自行决定接受或拒绝供应商的投标。供应商投标书中的条款在兰精收到投标书之日起九十天(90)天内对供应商具有约束力。

1.2 Lenzing will accept bids only through a written Purchase Order. All Purchase Orders must be in writing, and may be sent to Supplier in person, via a nationally recognized courier service or fax, e-mail, or electronic transmission. SUPPLIER’S EXECUTION OF A PURCHASE ORDER CONSTITUTES SUPPLIER’S AGREEMENT TO THE TERMS OF THIS AGREEMENT, AND THIS AGREEMENT SHALL BE ENTERED INTO AND COME INTO FORCE UPON EXECUTION OF THE PURCHASE ORDER BY THE PARTIES (“EFFECTIVE DATE”). WITHOUT THE PRIOR WRITTEN CONSENT OF LENZING, ANY AMENDMENT TO ANY PROVISION PROVIDED HEREIN PROPOSED BY THE SUPPLIER AT ANY TIME IS VOID.

兰精仅以书面采购订单的方式接受投标。所有采购订单必须采用书面形式, 可通过专人递送或由全国认可的快递服务或传真或电子邮件或电子传输方式发送给供应商。供应商接受采购订单并向兰精发回签署后的采购订单构成供应商对本协议中条款的同意, 本协议自双方签署采购订单之日成立并生效(“生效日”)。非经兰精事先书面同意, 供应商对本协议的任何条款作出的任何修改均无效。

1.3 Any additional or different terms proposed by Supplier other than provisions hereof, whether in relation to Supplier’s quotation, letter of acknowledge, payment notice or otherwise, shall not come into force unless such terms are mutually agreed to by entering into a supplementary agreement or otherwise in writing by both Parties.

供应商提出的本规定以外的任何附加的或不同的条款, 除非通过签订补充协议或双方以其他书面方式相互商定; 否则, 无论是否与供应商的报价、确认函、付款通知或其他相关, 均不得生效。

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

Lenzing may modify a Purchase Order at any time by providing written notice to Supplier. If such modification affects the price or time required for performance, Supplier shall submit a written claim for adjustment within five (5) business days after the date of the modification. The Purchase Order may be modified only by written amendment from Lenzing.

兰精可在任何时间书面通知供应商修改采购订单。如果该等修改影响履约的价格或时限，供应商应当在收到该等修改的五(5)个工作日内提交书面要求调整该等金额或时限。采购订单仅可由兰精以书面的形式修改。

- 1.4 If there is any discrepancy between the Purchase Order and the General Terms and Conditions, the Purchaser Order shall prevail.

采购订单与通用条款与条件不一致的，采购订单优先适用。

2 Subject Matter

合同标的

- 2.1 “Goods” referred to in this Agreement means any goods to be procured by Lenzing from Supplier made to order or not to order pursuant to the description agreed under Purchase Order.

本协议中所提到的“货物”系指兰精根据采购订单的约定向供应商采购的各种定制或非定制的商品。

- 2.2 “Services” referred to in this Agreement means any services and deliverables to be provided by Supplier to Lenzing in accordance with, and as set forth in scope of services and specific requirements agreed under the Purchase Order.

本协议中所提到的“服务”系指供应商根据采购订单中的约定所列明的服务内容和具体要求向兰精提供的服务和交付物。

Supplier will deliver to Lenzing all ancillary materials, work, or property created or developed by Supplier in the course of performing the Purchase Order, including but not limited to drafts, sketches, drawings, layouts, writings, graphics, illustrations, or presentations, whether in written, electronic or digital form. Lenzing shall own all right, title, and interest in and to such ancillary materials.

供应商将向兰精交付在实施采购订单过程中由供应商创造或研发的所有辅助材料、作品或财产，包括但不限于，不论是书面、电子还是数字形式的草稿、草图、图纸、布局、文字、图形、插图或演示文稿。兰精对该等辅助材料拥有所有权利、所有权和权益。

If the Purchase Order includes the preparation, enhancement, revision, or adaption of a computer program (including computer programs integrated into machines), website, or software, Supplier will provide the source code together with the documentation necessary for Lenzing to use and support the program, website, or software.

如果采购订单包括对计算机程序(包括安装到机器中的计算机程序)、网站或软件的准备、升级、修订或改编，供应商将向兰精提供源代码以及使用和支持该程序、网站和软件所需的文档。

- 2.3 Details of the commercial terms such as name, brand, specifications/models, standards, specific requirement, time of delivery(inspection and acceptance), unit price, quantity, prices and other requirements by Lenzing in connection with Goods and/or Services to be procured shall be subject to each individual Purchase Order hereunder or other written agreement entered into by both

Parties. The Supplier and Lenzing acknowledge that this Agreement is not exclusive and does not guarantee any specific volume purchase level.

商务条款的细节，例如与采购的货物和/或服务有关的名称、品牌、规格/型号、标准、具体要求、交付(验收通过)时间、单价、数量、金额及其他兰精的要求等细节，以本协议项下的单个采购订单或其他双方书面约定的方式为准。供应商和兰精确认本协议不具有排他性，并且不保证任何具体的购买数量水平。

3 Quality of Services/Goods **服务/货物质量**

3.1 Services /Goods to be provided by Supplier must be in conformity with all the requirements below:
供应商保证所提供的服务/货物必须同时符合以下的所有条件：

3.1.1 Quality standards (inspection and acceptance) required by Lenzing and such standards that may be amended from time to time mutually agreed by the Parties;
兰精要求的质量(验收)标准，并且该等标准可经双方同意而不时修改；

3.1.2 Description or warranty made by Supplier in connection with the quality of Goods;
供应商作出的有关货物品质的说明或保证；

3.1.3 Any mandatory national and relevant industry standards, or any recommended national and relevant industry standards acknowledged by the Parties to be applicable;
任何强制性国家标准和有关行业的标准，或经双方确认适用的推荐性国家标准和有关行业的标准；

3.1.4 Be free from defects in appearance, design, materials, quality, manufacture or workmanship;
不存在外观、设计、材料、品质、制造或者工艺缺陷；

3.1.5 Be fully compliant with those of samples confirmed for sealing before production;
与生产前确认的封样的质量保持完全一致；

3.1.6 Be fit for the purpose for which goods of the same or similar kind which are commonly supplied and for any other purposes made known to Supplier by Lenzing;
适用于相同或类似货物通常供应的目的以及兰精告知供应商的任何其他目的；

3.1.7 Be new and of merchantable quality unless stated in the Purchase Order; and
除非采购订单另有说明，应为新货且应达到适销质量；以及

3.1.8 Free from any defects in ownership, any mortgage, pledge or limitation of rights otherwise, and any infringement of any third party's rights (including but not limited to intellectual property rights).
所有权不存在瑕疵，不存在抵押、质押或其他权利限制，不侵犯任何第三方的权利(包括但不限于知识产权等)。

3.2 For the Supplier which provides raw materials to Lenzing, such Supplier shall inform Lenzing of any modification (comparing with last shipment) in the techniques or materials used to produce

the Goods and inform Lenzing of any detrimental effects that such modifications may have on the Goods or Lenzing's production techniques. The Supplier shall make the aforementioned modifications only after obtaining Lenzing's written approval.

对于向兰精供应原材料的供应商，该等供应商应告知兰精用于生产货物的工艺或原料方面的任何变更（与上一批货相比），并告知兰精此类变更可能对货物或兰精的生产工艺产生的任何不利影响。供应商在获得兰精书面批准后方可进行上述变更。

- 3.3 During the term of this Agreement, Supplier shall, to the best of its knowledge, immediately notify Lenzing if there is any change to the mandatory national and industry standards, or recommended standards acknowledged by the Parties to be applicable, and shall implement in compliance with whichever is more stringent.

如在本协议的期限内，供应商应在其所知范围内，及时向兰精通知强制性国家标准、行业标准或其他双方确认适用的推荐性标准的变化，并按新旧两标准中相对较严格者执行。

- 3.4 During the performance of the Agreement, Lenzing may at any time request further specific requirements on the quality or service standards provided by the Supplier, and the Supplier shall comply with such requirements. In case of any doubt or inconsistency in the standards and requirements in connection with the quality of Goods or Services, the latest requirements notified to Supplier in writing by Lenzing shall be complied with for implementation.

在本协议履行过程中，兰精可随时就供应商提供的货物或服务的质量或服务标准提出进一步更具体的要求，供应商应当遵从。如对货物或服务的质量标准和要求有疑问或不一致时，应按兰精最后书面通知供应商的要求执行。

- 3.5 Should Supplier breach any provisions of this Article, in addition to the remedy specified hereunder, Lenzing shall be entitled (but not obligated) to reject Goods or Services, and Supplier shall compensate Lenzing for all the losses it may suffer from.

如供应商违反本条的任何约定，除本协议所述的违约救济途径之外，兰精还有权(但并非义务)不接受货物或服务，并且供应商应赔偿兰精因此所遭受的全部损失。

4 Packing and Shipping of Goods

货物的包装和运输

4.1 Packing

包装

- 4.1.1 Supplier shall pack Goods in the manner strong enough to protect against damp, rain, rust, shake and corrosion in accordance with different shapes and characteristics of Goods. Such packing shall be appropriate for multiple transits and inland transport, air transport and/or water transport to ensure the safe arrival of Goods at the place of delivery free of any damage. Both inner and outer packaging for Goods procured must be clean, firm and damage free.

供应商应根据货物的不同形状和特点，采用足以防潮、防雨、防锈、防震、防腐的坚固包装。该包装应适应多次搬运和内陆运输、空运及/或水上运输，以保证货物安全、无损地抵达交货地点。采购货物的内外包装均须清洁、牢固、无破损。

4.1.2 Supplier shall mark on the containers with prominent warnings such as “handle with care”, “keep upright” and “keep dry” and the matching signs and logos in accordance with the characteristics of Goods and various requirements while in transit.

供应商应根据货物的特点和在运输中的不同要求，在包装箱上醒目地标明“小心轻放”、“勿倒置”、“保持干燥”等字样以及相应的标记图案。

4.1.3 In each container, documentation or materials shall be furnished with, including without limitation the following:

供应商应在每件包装箱内提供包括但不限于下列文件：

4.1.3.1 Users manuals for Goods related to storage, transport, installation, operation, maintenance and repair;

货物的储存、运输、安装、运行、维护使用说明书；

4.1.3.2 The shipping list;

发货清单；

4.1.3.3 The certificate of qualification with inspection at places of manufacturer, certificate of identification, the test report and the list of packing materials, etc. With respect to the imported materials (if any) used in Goods, applicable certificate of origin and documents of proof relating thereto shall be provided; and

货物的出厂检验合格证书、鉴定证书、检测报告以及装箱材料清单等。对于货物中的进口材料(如有)，应提供相应的原产地证书和相关证明文件；以及

4.1.3.4 Other documents agreed in writing by both Parties.

其他双方书面同意的文件。

4.1.4 Supplier shall pack Goods in accordance with the provisions of this Article and shall be held liable for any destruction, damage or loss resulting from inadequate packing.

供应商应根据本条的规定对货物进行包装，并对因其包装不善而引起的货物的毁损、灭失负责。

4.1.5 Lenzing shall be entitled (but not obligated), before delivery, to examine the package of Goods and refuse to accept the Goods that are not compliant with reasonable packing requirements. FOR AVOIDANCE OF DOUBT, EXAMINATION CARRIED OUT BY LENZING OR ANY WAIVER THEREOF SHALL NOT RELIEVE SUPPLIER FROM ANY LIABILITIES TO BE ASSUMED FOR DELIVERY OF GOODS.

兰精有权(但非义务)在交付前对货物的包装进行检验，并拒绝接收未达到合理包装要求的货物。为避免疑问，兰精是否进行了包装检验或豁免任何检验，并不免除供应商在交付货物时的各项责任。

4.2 Shipping and Handling

运输和装卸

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

4.2.1 Unless otherwise agreed in Purchase Order, Supplier shall be responsible for shipping all Goods to the place of delivery, handling of Goods at the place of delivery, and shall bear all the costs incurred from shipping, insurance and handling.

除非采购订单中另有约定，供应商负责全部货物运至交货地点的运输和装卸工作，并承担全部运费、保险费和装卸费。

4.2.2 Supplier shall, before shipment of any Goods, notify Lenzing in writing of the shipment and details thereof (including the purchase order number, name of the item, quantity, number of bill of lading, and date of dispatch, etc. relating to such Goods) on the date as required by Lenzing. If the cost of Lenzing for accepting Goods is increased resulting from inappropriate notice given by Supplier, such increased cost shall be compensated by Supplier.

供应商应在任何货物发货前按照兰精要求的日期书面通知兰精并告知有关运货细节 (包括货物对应的采购订单号、货物品名、数量、提单号及发货日期等)。如因供应商未给予适当的通知而使兰精接收货物的费用增加，该等增加的费用由供应商予以赔偿。

4.2.3 All relevant employees and workers employed by Supplier shall comply with applicable regulations required by Lenzing and the competent government authorities, management authority of the place of delivery, such regulations including but not limited to on-site access, security, and issue of pass, limitations on time, means or channels of transport, etc. Supplier shall not claim waiver of existing or potential liabilities or demand payment of extra cost or request the extension of the date of delivery based on reasons of unawareness of such regulations.

供应商的所有相关雇员及工人应遵守交货地点所在地政府相关主管部门、场所管理方及兰精有关规定，包括但不限于现场通道、保安、通行证发放、货物运输的时间限制、运输方式限制等规定。供应商不得以不清楚该等规定为理由，要求免除已存在或潜在的责任、支付额外费用或要求延长交货日期。

4.2.4 Supplier shall undertake all the risks arising out of the shipping and handling of Goods and shall also take measures to reduce any risks that may arise during the course of shipment and handling.

供应商承担货物运输和装卸中的全部风险，并且供应商应采取措施降低货物在运输和装卸过程中的各项风险。

5 Delivery, Inspection and Acceptance of Goods/Services

货物/服务的交付与验收

5.1 The place of delivery of Goods/place of Services hereunder is specified in the Purchase Order (the "**Place of Delivery**" or "**Place of Services**").

本协议项下货物/服务的交货地点/服务地点在采购订单中予以列明(以下称“**交货地点**”或“**服务地点**”)。

It is mutually agreed to by both Parties that in the case of purchase of Goods by Lenzing, when and only when Supplier has delivered Goods to the Place of Delivery and notified Lenzing may Supplier handle all the matters such as unloading and delivery of Goods in accordance with provisions hereof. Upon arrival of any Goods at the Place of Delivery, Supplier shall be responsible for unloading and unsealing of Goods at such location as designated by Lenzing and for carrying out inspection of Goods pursuant to the provisions under the "Inspection" clause of this Article.

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

双方一致同意，如兰精采购货物，当且仅当供应商将货物运至交货地点并通知兰精后，供应商才可按本协议约定办理卸货、交货等各项事宜。任何货物运抵交货地点后，供应商负责卸货至兰精指定位置并开箱，以按照本条之“检验”条款的约定进行交货检验。

5.2 The date of delivery of Goods and/or timeline of Services as well as the inspection period hereunder shall be specified in the Purchase Order. The actual date of delivery of any Goods and/or Services shall be the date on which such Goods and/or Services are inspected and accepted by Lenzing pursuant to the provisions under the "Inspection" clause of this Article; such actual date of delivery serves as a basis to judge if Supplier shall assume any default liability for delay in delivery in accordance with the Article of "Default and Remedies" under these General Terms and Conditions.

本协议项下货物/服务的交货日期和/或服务时限以及检验期限应在采购订单中予以列明。任何货物和/或服务的实际交付日期，应为兰精按照本条之“检验”条款的约定对该等货物和/或服务验收合格的当日；该实际交付日期，系判断供应商是否需根据本通用条款与条件之“违约及救济”条款的约定承担迟延交货违约责任的依据。

5.3 Inspection 检验

5.3.1 Lenzing shall have the right to inspect, examine and accept Goods and/or Services provided by Supplier. Any Goods and/or Services provided by Supplier that fail the acceptance inspection on the date or within the timeline agreed shall be deemed as not in conformity with the requirements or standards hereof, the delivery shall not be deemed completed, and Lenzing shall have the right to request Supplier to assume the default liability in accordance with the Article of "Default and Remedies" under these General Terms and Conditions.

兰精有权对供应商提供的货物和/或服务进行检验、检查和验收，如果供应商提供的货物和/或服务未能在约定的日期或时限内通过验收的，即视为其不符合本协议的要求或标准，未能完成交付，兰精有权根据本通用条款与条件之“违约及救济”条款的要求供应商承担违约责任。

5.3.2 THE FACT THAT GOODS AND/OR SERVICES HAVE PASSED THE ACCEPTANCE INSPECTION DOES NOT INDICATE THAT THEY ARE FREE FROM ANY DEFECTS IN QUALITY, AND SUCH INSPECTION DOES NOT RELIEVE SUPPLIER FROM THE QUALITY ASSURANCE LIABILITY TO BE ASSUMED HEREUNDER.

货物和/或服务通过检验并不表明其不存在质量瑕疵，检验并不免除供应商在本协议项下应承担的质量保证责任。

5.3.3 In case of procurement of Goods by Lenzing, Supplier shall also comply with following provisions with respect to inspection upon delivery:

兰精采购货物的，供应商还应遵守以下交货检验的规定：

5.3.3.1 Upon arrival of any Goods delivered by Supplier at the Place of Delivery, the responsible person designated by each of the Parties shall jointly perform a surface inspection of Goods in terms of packaging, appearance, specifications and quantity, etc. If during the inspection, any Goods are found to suffer from damage, shortage, lack of documentation or other defects that are not in conformity with provisions hereof, such Goods shall be deemed as not delivered by Supplier. In a circumstance

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

that such Goods are considered by Lenzing as the core of all purchased Goods, the failure to deliver such Goods shall be deemed as Supplier's failure to deliver all Goods. 在供应商将任何货物运抵交货地点后，双方指定的负责人共同对货物的包装、外观、规格、数量等表面情况进行检验。在检验过程中，如发现任何货物出现损坏、短缺、资料不齐或其它不符合本协议规定的瑕疵的，则视为供应商未能交付该等货物。如兰精认为该等货物为采购全部货物中的核心货物，则视为供应商未能交付全部货物。

5.3.3.2 Goods that have passed the acceptance inspection, risks related thereto shall pass to Lenzing as from when such Goods are inspected and accepted. The acceptance of Goods upon inspection is subject to the acceptance notice in writing issued by Lenzing within the designated inspection period.

经交货检验合格的货物，其风险自交货验收合格之时起转移至兰精。检验合格以兰精在指定检验期限内发出的验收合格的通知为准。

5.3.3.3 Supplier shall, on the date of delivery agreed to herein or such other date otherwise agreed by the Parties, replace the defective Goods (in case of any defects in surface is caused by incomplete documentation, Supplier shall make up the information within a period of time specified by Lenzing) and submit to Lenzing for a new inspection upon delivery. For avoidance of doubt, Supplier shall bear risks arising out of Goods during the period of replacement.

对于存在瑕疵的货物，供应商应在本协议约定的交货日期或者双方另行协商同意的日期内予以更换(如因资料不齐导致存在表面瑕疵，则供应商应在兰精指定的时间内补齐所短缺资料)并提交兰精重新进行交货检验。为免疑义，在更换期间货物的风险由供应商承担。

5.3.3.4 If Supplier leaves any Goods that fail the acceptance inspection at the premises of Lenzing, risks of destruction, damage or loss related to such Goods shall be exclusively borne by Supplier. If extra cost for storage of such rejected Goods is incurred to Lenzing, Supplier shall compensate Lenzing for the cost accordingly. If such rejected Goods remain undisposed of by Supplier within the specified period of time after being notified by Lenzing for disposal, Lenzing may dispose of such rejected Goods at its own discretion without any obligation to compensate Supplier.

如供应商将任何未通过交货检验的货物留在兰精处，则该等货物的毁损、灭失的风险由供应商自行承担。若该等留存货物给兰精造成额外的存储成本，则供应商应当对兰精进行相应补偿。若供应商在兰精通知其取回留置货物后仍然未在指定期限内进行处理，则留存的未通过检验货物由兰精自行处置并无义务对供应商进行补偿。

6 Supplier's Warranties and Undertakings

供应商保证及承诺

6.1 Supplier is a company or a legal entity taking other forms, which is properly incorporated and legally existing under the laws of its place of incorporation. Supplier and its relevant contractors has obtained and will maintain all existing qualifications, registrations, documentation, permits, licenses and approvals which are necessary to provide Goods and/or perform Services and carry on its business, and it has taken all necessary measures to authorize the execution, delivery and

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

performance of this Agreement. Supplier shall provide copies of the afore-mentioned documents to Lenzing as requested by Lenzing for Lenzing's review and record.

供应商为依照其公司设立地法律规定组建并合法存续的公司或其他形式的法律实体。供应商及其相关分包商已获得并将保持提供货物和/或履行服务及继续营业所必须的现有的所有资质、登记、文件、许可证、执照及批准，且其已采取所有必要措施对本协议的签署、交付及执行进行授权。供应商有义务应兰精要求向其提供前述文件等的复印件供兰精查阅和存档。

- 6.2 DURING THE TERM OF THIS AGREEMENT, SUPPLIER UNDERTAKES TO COMPLY WITH ALL APPLICABLE PRC LAWS AND REGULATIONS (INCLUDING BUT NOT LIMITED TO LAWS AND REGULATIONS RELATED TO HEALTH AND ENVIRONMENT); ANY ACTION OR NON-ACTION IN BREACH OF PROVISIONS OF THIS CLAUSE SHALL BE DEEMED AS BREACH OF THE AGREEMENT BY SUPPLIER. IN ADDITION, SUPPLIER SHALL BE SOLELY RESPONSIBLE FOR ANY VIOLATION OF ANY PRC LAWS OR REGULATIONS AND SHALL COMPENSATE LENZING FOR ALL THE LOSSES AND EXTRA COSTS THUS SUFFERED BY OR INCURRED TO LENZING (INCLUDING WITHOUT LIMITATIONS ATTORNEY FEES, COSTS OF THE ACTION AND RELEVANT FEES FOR THE PURPOSE OF PROTECTING ITS LEGITIMATE RIGHTS).

在本协议期限内，供应商承诺应遵守中国各项适用法律和法规(包括但不限于与健康、环境相关的法律法规)，供应商违反本条的任何作为或不作为均被视为供应商的违约。此外，供应商须对任何中国法律或法规的任何该等违反完全负责，并应赔偿兰精因此而遭受或发生的一切损失和额外费用(包括为维权产生的律师费、诉讼费及相关费用)。

- 6.3 Supplier hereby further undertakes and warrants to Lenzing that it will comply with all necessary business codes of conduct, safety requirements and any other office procedures and regulations (collectively "**Lenzing's Policies**"), which are formulated and informed by Lenzing from time to time to Supplier, constituting a part of this Agreement, and include but not limited to Lenzing's Policies (as may be updated from time to time by Lenzing) as indicated in the Purchase Order and those informed to the Supplier by Lenzing: (1) Lenzing Global Supplier Code of Conduct and Lenzing Global Code of Business Conduct (<https://www.lenzing.com/codeofconduct-supplier>) (collectively as "**Business Codes of Conduct**"); (2) Safety, Health and Environmental Protection (<https://www.lenzing.com/lifesavingrules-en>); (3) Purchasing conditions (<https://www.lenzing.com/global-purchasing/>) and (4) Whistleblowing (<https://www.lenzing.com/global-purchasing/>), etc.=.

供应商在此向兰精进一步承诺并保证遵守由兰精所制订的并且不时告知供应商的所有必要的商业行为准则、安全要求及其他办公流程及规章(合称“**兰精政策**”)，且该等兰精政策构成本协议的一部分，包括但不限于本通用条款与条件采购订单中所列明的如下兰精政策(且该政策将由兰精不时更新)以及其他兰精通知供应商的兰精政策：(1)兰精全球供应商行为准则以及兰精全球商业行为准则(<https://www.lenzing.com/codeofconduct-supplier>) (合称“**商业行为准则**”)；(2)安全、健康和环境保护 (<https://www.lenzing.com/lifesavingrules-en>) ； (3) 采购条款 (<https://www.lenzing.com/global-purchasing/>) 及 (4) 举报政策 (<https://www.lenzing.com/global-purchasing/>) 等。

- 6.4 Any material provided by Supplier for the performance hereof and any Goods and/or Services manufactured or provided by using such material shall:

供应商为履行本协议所提供的任何材料以及以该等材料而生产、提供的货物和/或服务均应：

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

- 6.4.1 comply with relevant PRC laws and regulations, including but not limited to applicable laws, regulations and standards in relation to package, logo, quality and safety;
符合中国的相关法律法规，包括但不限于包装、标识、质量和安全相关的法规和标准等；
- 6.4.2 be fit for any purpose made known to Supplier for which Goods and/or Services ordered by Lenzing are required;
与供应商所知的兰精所需货物和/或服务的任何目的相适应；
- 6.4.3 be of such feature and quality as required to achieve any outcome out of Goods and/or Services expected by Lenzing and made known to Supplier;
具有供应商所知的、可以达成兰精希望货物和/或服务所达成的任何效果所需的性质及品质；
- 6.4.4 be free and clear of any and all claims and encumbrances;
不存在任何债权和权利负担；
- 6.4.5 not infringe on any patent, copyright, trademark, trade secret or other forms of rights of any third party.
不会涉及对任何第三方的专利、著作权、商标、商业秘密或其他权利的侵犯。
- 6.5 If Supplier provides services related to advertising, promotion and marketing, Supplier and its provided Services shall fully comply with the Advertisement Law of the People's Republic of China, the Anti-Unfair Competition Law of the People's Republic of China and other relevant laws and regulations. Supplier shall be responsible for obtaining or completing all administrative approvals, registrations, filings and any other related formalities for the aforesaid services, at its own expenses. Lenzing is entitled to review and approve the content, timing and form of the aforesaid advertising, promotion and marketing activities at any time.
供应商向兰精提供广告、推广或宣传服务的，供应商及其提供的服务应遵守《中华人民共和国广告法》、《中华人民共和国反不正当竞争法》及相关法律法规，且供应商应负责办理提供上述服务所需的所有行政审批、登记、备案等一切相关手续及承担相关费用。兰精有权在任何时间审查前述广告、推广或宣传的内容、时间和形式。
- 6.6 The Supplier shall establish a sophisticated quality management system to ensure its long-term and stable quality assurance capabilities, including without limited to the certification and management of subcontracting and outsourcing suppliers, product testing and verification, quality assurance of process and correction and prevention of customer complaints. Lenzing shall have the right to inspect the Goods and the production environment of the Supplier, including without limited to spot checks, on site reviews and audits. For any quality complaints and reasonable suggestions raised by Lenzing, the Supplier shall take remedial measures and provided feedback to Lenzing within seven (7) days after receiving notice from Lenzing.
供应商应建立完善的质量管理系统，以确保其自身长期稳定的质量保证能力，该系统包括但不限于分包和外购供应商的认证与管理，产品的测试与验证，过程工序的质量保证，对客户投诉的纠正预防等。兰精有权检查供应商的产品和生产环境，包括但不限于产品抽检、现场审核、稽核等。对于兰精提出的任何质量投诉和合理建议，供应商应在收到兰精通知后七（7）日内采取补救措施，并向兰精提供反馈。
- 6.7 Supplier shall indemnify and hold Lenzing harmless from and against all the losses and extra costs and expenses suffered by Lenzing resulting from Supplier's failure to meet up quality standards agreed to hereunder for Goods and/or Services, or from unfavorable decision in any

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

form imposed by competent authorities on Lenzing, or from any claim from consumers or any third party, either due to Supplier's violation of any provisions hereof, or misrepresentation of the feature, quality, components, functions of Goods and/or Services.

如供应商违反本协议的规定或者对货物和/或服务的性能、品质、成份、功能等的不实陈述而引致该等货物和/或服务未能达到本协议下约定的货物和/或服务的质量标准、或使兰精因此遭受有关有权机关的任何形式的处罚、或导致消费者或任何第三方索赔，则供应商应赔偿兰精并使兰精免于因此而遭受的一切损失和额外费用。

- 6.8 Supplier shall establish legitimate employment or labor relations with all the personnel for delivery, installation (if any), adjustment (if any), pilot run (if any) or any other personnel who perform this Agreement (“**Supplier Personnel**”), and shall be liable for any issues arising from defects in employment or labor relations. Parties confirm that Lenzing has no employment or labor relations with Supplier Personnel. Supplier acknowledges that hazards may be involved when its Supplier Personnel performing the Agreement and will take all necessary precautions to avoid and prevent damages to property and injury, death or any other damage on health to persons arising therefrom, including but not limited to purchase and maintain the work-injury insurance and other mandatory insurance, or any other commercial insurance which is consistent with the market practice for such personnel. Supplier shall provide education and training to Supplier Personnel in advance according to applicable law, regulations and Lenzing Policies and shall be liable for their safety and healthy. Supplier shall be unilaterally liable for and hold Lenzing harmless from and against any liability, loss, claim or lawsuit resulting from property damage, injury, death or any other damage on health of any Supplier Personnel during the course of or caused by on-site unloading, installation, adjustment, pilot run or any other performing of this Agreement in accordance with any laws and regulations. SUPPLIER SHALL BE SOLELY LIABLE FOR AND HOLD LENZING HARMLESS FROM AND AGAINST (I) ANY LIABILITY, LOSS, CLAIM OR LAWSUIT RESULTING FROM INJURY, DEATH OR ANY OTHER DAMAGE ON HEALTH OF LENZING'S PERSONNEL AND/OR FROM DAMAGE TO ANY PROPERTY OF LENZING; (II) ANY LIABILITY, LOSS, CLAIM OR LAWSUIT RESULTING FROM INJURY, DEATH OR ANY OTHER DAMAGE ON HEALTH OF ANY THIRD PARTY'S PERSONNEL AND/OR FROM DAMAGE TO ANY THIRD PARTY'S PROPERTY, DURING THE COURSE OF OR CAUSED BY ON-SITE INSTALLATION, ADJUSTMENT, PILOT RUN OR ANY OTHER PERFORMING OF THIS AGREEMENT.

供应商应与其送货、安装(如有)、调试(如有)、试运行(如有)或任何其他履行本协议的人员(“**供应商人员**”)均已建立合法的劳动或者劳务关系，并且对因劳动或者劳务关系瑕疵产生的任何问题负责。双方确认兰精与供应商人员不存在任何劳动或者劳务关系。供应商确认其知悉供应商人员在履行协议期间可能涉及的危险，并将采取所有必要预防措施以避免及防止由此产生的任何财产损害、人身伤亡或任何其他健康损害，包括但不限于为该等人员购买工伤保险及其他法定保险或其他符合行业惯例的商业保险。供应商应对供应商人员根据适用的法律法规及兰精政策进行事先教育和培训，并对其安全及健康负责。凡是在现场卸货、安装、调试、试运行或其他履行协议过程中或由卸货、安装、调试、试运行或其他因履行协议引起的任何供应商人员的财产损害、人身伤亡或任何其他健康损害，及按任何法律规定产生的任何责任、损失、索赔或诉讼，均应由供应商单方面承担责任，供应商应保证兰精免受损害。凡是在现场安装、调试、试运行或任何其他履行本协议过程中或由安装、调试、试运行或任何其他履行本协议引起的：**(i)兰精人员伤亡或任何其他健康损害和/或兰精任何财产的损害所导致的任何责任、损失、索赔或诉讼；(ii)第三方人员伤亡或任何其他健康损害和/或第三方任何财产的损害所导致的任何责任、损失、索赔或诉讼，均应由供应商承担责任，供应商应保证兰精免受损害。**

6.9 In case of procurement of Services by Lenzing, Lenzing may refuse to accept any designated personnel of Supplier to provide Services hereunder, in such case, Lenzing shall notify Supplier and Supplier shall immediately take appropriate corrective measures. If Lenzing requests a qualified substitute, Supplier shall replace its personnel as reasonably requested by Lenzing in a timely manner so that the substitute will be acceptable to Lenzing. Supplier shall not require Lenzing to pay for any cost incurred therefrom.

兰精采购服务的，兰精可以拒绝接受任何供应商指派的人员提供本协议下服务，届时兰精应通知供应商，供应商应立即采取适当的纠正措施，如兰精要求提供合格的替补人员，供应商应依照兰精的合理要求及时更换人员，使其能为兰精所接受。供应商不得要求兰精支付由此产生的任何费用。

7 Fees and Payment 费用和支付

7.1 Fees. In terms of Goods and/or Services provided by Supplier to Lenzing pursuant to this Agreement, Lenzing shall pay relevant fees to Supplier according to the unit price or rate and Goods and/or Services actually purchased as specified in the Agreement. The aforesaid fees shall constitute each and every consideration for Goods and/or Services provided by Supplier to Lenzing hereunder and Lenzing shall not be liable for any other cost and expense (including but not limited to, unless otherwise expressly provided in the Purchase Order, the value of Goods, minimum order fees, government fees, packaging fees, shipping cost, insurance fee, handling fee, adjustment fee, technical service fee, repair and maintenance fee, traffic expenses and relevant taxes and duties, other incidental expenses that may be incurred by Supplier in the course of preparing the bid, performing the Purchase Order, or otherwise) for such Goods and/or Services other than the aforesaid fees. Cost estimates provided by Supplier in a bid shall be binding on Supplier.

费用。就供应商按照本协议向兰精提供的货物和/或服务，兰精应根据本协议所列的单价或费率标准及实际采购的货物和/或服务向供应商支付费用。上述费用应构成供应商向兰精提供本协议项下货物和/或服务的所有和全部对价，除上述费用外，兰精无需就供应商在本协议项下向兰精提供的货物和/或服务支付任何其他费用(包括但不限于货物本身价值、最低订购费、政府收费、包装费、运输费、保险费、装卸费、调试、所提供技术服务费、保修维护费、交通费、差旅费及有关税费和关税、供应商在竞标准备或履行采购订单过程中产生的其他额外开支，及其他费用等，采购订单另有约定除外)。供应商在竞标中提供的估价应当对其具有约束力。

7.2 Payment 支付

7.2.1 Method of Settlement and Payment: During the term of this Agreement, Lenzing shall have the right to choose any single or multiple methods of settlement and payment, which it deems appropriate and applicable, as described below and shall expressly specify the same in the Purchase Order. If both Parties agree that, in the Purchase Order, there exists multiple methods of settlement and payment hereunder, then specific method(s) of settlement and payment to be adopted shall be subject to those described in the written notification served by Lenzing to Supplier. HOWEVER, PAYMENT BY LENZING SHALL NOT EXCLUDE THE RIGHT OF LENZING TO CLAIM SUPPLIER'S DEFAULT LIABILITY

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

FOR ANY DEFECTS DISCOVERED ANYTIME IN RELATION TO THE QUALITY OF GOODS OR QUALITY OF SERVICES PROVIDED BY SUPPLIER:

结算及支付方式。在本协议期限内，兰精有权根据需要，选择以下所适用的任何一种或多种结算及支付方式，并在采购订单中予以列明。如采购订单中双方约定在本协议项下将存在多种结算及支付方式，则具体费用的结算及支付方式，应以兰精书面通知供应商的方式为准。兰精的付款并不排除兰精在任何时候发现供应商提供的货物质量问题或者供应商的服务质量问题而追究供应商违约责任的权利。

7.2.1.1 Single Settlement and Payment:

单一结算和付款:

(1) Lump-sum Settlement and Payment: Payment for each order shall be made in lump sum to Supplier by Lenzing only when Supplier has provided Goods and/or Services under that order pursuant to the Agreement and requirements of Lenzing and has completed the performance thereof and passed the acceptance inspection by Lenzing.

一次性结算和付款：在供应商根据本协议及兰精要求提供该次所需货物和/或服务并履行完毕，且通过兰精验收后向供应商一次性支付费用。

(2) Milestone Settlement and Payment: Specific milestone for each payment shall be specified in the Purchase Order.

按进度结算及支付：具体支付进度在采购订单中予以列明。

7.2.1.2 Monthly Settlement and Payment.

月度结算及支付。

7.2.1.3 Quarterly Settlement and Payment.

季度结算及支付。

7.2.1.4 Yearly Settlement and Payment.

年度结算及支付。

7.2.2 Invoice and Date of Payment

发票及支付日期:

7.2.2.1 Invoice

发票

(1) Supplier shall issue formal and legally valid tax invoices in form and content satisfactory to Lenzing for payment as set forth in the Purchase Order, or if not set forth therein, immediately after delivery or performance to Lenzing who actually purchased Goods and/or Services for the amount acknowledged by Lenzing; such invoices shall be in compliance with the PRC laws and regulations as well as Lenzing's financial system requirements.

Supplier shall submit an original invoice through the postal mail system, ATTN: Accounts Payable, and shall submit an electronic or digital copy by email at its option.

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

供应商应就兰精确认的实际采购货物和/或服务的费用(根据采购订单; 如未在采购订单中列明, 应在交付或履行后立即确认)向兰精开具正式合法的且格式和内容令兰精满意的税务发票, 该发票应符合中华人民共和国法律法规的规定以及兰精财务制度要求。供应商应当通过邮政邮件系统(收件人: 应付账款)提交该等发票的原件, 并根据其选择通过电子邮箱提交电子版。

- (2) However, the invoice for monthly settlement, quarterly settlement and annual settlement shall be issued provided that: Supplier shall submit to Lenzing for verification and approval a detailed written statement of expense along with all the supporting documents required by Lenzing (collectively the "Statement of Expense") within the first five (5) days of each month or each quarter or each year for Goods and/or Services actually provided and accepted by Lenzing in the previous month or quarter or year and Lenzing has confirmed the same in writing. If Lenzing has any doubt about the Statement of Expense, Supplier shall furnish further explanation, evidence and make further amendment to the Statement of Expense till confirmed by Lenzing.

但是, 开具月度结算、季度结算和年度结算的发票的前提是: 供应商应在每月或每季度或每年的前五(5)日内就其在上一个月或上一个季度或上一年度实际提供并经兰精验收合格的货物和/或服务, 向兰精出具一份详细的书面费用报告, 并应附上所有兰精要求的证明材料(以下合称"费用报告")供兰精审核且兰精已书面确认该等费用报告。若兰精对费用报告有任何疑问的, 供应商应提供进一步的说明、证据以及对费用报告作进一步的修改直至兰精确认。

7.2.2.2 Date of Payment:

支付时间

Each payment hereunder shall be made by Lenzing within sixty (60) days of receipt of the invoice with the correct amount corresponding to each Purchaser Order, issued by Supplier in accordance with the Agreement and confirmed by and satisfactory to Lenzing. Payment of late invoices will be calculated from the date of receipt. Lenzing shall be entitled to set off any amount owed by Supplier to Lenzing against any amount payable by Lenzing under the Purchase Order.

本协议项下的每一笔款项的支付, 均由兰精在收到供应商根据本协议约定开具的、对应每份采购订单所载正确金额的、并经兰精确认的符合兰精要求的发票后六十(60)天内向供应商支付。迟延开具发票的, 支付期限将从收到该等发票之日起起算。兰精有权将供应商欠付兰精的款项直接从采购订单下兰精应付款项中扣除。

In the event that Lenzing fails to pay the Supplier within the agreed time period, Lenzing shall remedy its breach within thirty (30) days upon receipt of a written notice from the Supplier. If Lenzing fails to do so within the aforesaid time period, Lenzing shall be liable for a penalty of 0.05% of the due and payable amount per day as liquidated damages, subject to a cap of 20% of the due and payable amount. The late payment penalty shall start to calculate from the 31st day upon receipt of the aforesaid notice by Lenzing.

兰精未能在约定时间内向供应商付款的, 兰精应在收到供应商催告通知的三十(30)天内纠正其违约行为。兰精未能在前述时间内纠正的, 兰精应承担到期应付金额每日

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

0.05%（最高不超过到期应付金额的 20%）的违约金，逾期付款的违约金从兰精收到前述催告通知后的第三十一(31)日开始起算。

LENZING WILL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY SUPPLIER ARISING OUT OF LATE PAYMENT. SUPPLIER MAY NOT WITHHOLD ANY SERVICES OR DELIVERIES, DECLARE ANY INVOICES DUE, OR SET OFF ANY AMOUNT OWED BY LENZING TO SUPPLIER AGAINST ANY CLAIM ASSERTED BY SUPPLIER AGAINST LENZING, ON ACCOUNT OF PAYMENT DELAYS.

对于供应商因延迟付款而产生的任何费用，兰精概不负责。供应商不得就延迟付款针对兰精提起的任何诉求而扣留任何服务或交付、索要任何到期发票、或抵消兰精欠付供应商的任何款项。

8 Intellectual Property Rights 知识产权

8.1 IN CONSIDERATION OF THE REASONABLE PAYMENT MADE BY LENZING FOR THE PERFORMANCE HEREOF BY SUPPLIER, IT IS THEREFORE AGREED THAT LENZING SHALL SOLELY AND EXCLUSIVELY OWN THE INTELLECTUAL PROPERTY RIGHTS TO THE INTELLECTUAL WORK CREATED, CONCEIVED OR DEVELOPED BY SUPPLIER IN PERFORMING THE AGREEMENT OR FOR THE PURPOSE OF PERFORMING THE AGREEMENT, INCLUDING BUT NOT LIMITED TO INVENTION, DESIGN AND UTILITY MODEL (REGARDLESS OF WHETHER IT IS PATENTABLE), PROPRIETARY TECHNOLOGY, KNOW-HOW, PROCESS, TRADEMARKS, TRADE NAMES, RIGHTS OF PRIVACY, OR RIGHTS OF PUBLICITY, AND ANY WORK OR COMPUTER PROGRAM PROTECTED BY THE TRADEMARK LAW AND COPYRIGHT (COLLECTIVELY THE "INTELLECTUAL WORK"). LENZING IS ENTITLED TO LICENSE OR TRANSFER THE INTERLLECTUAL PROPERTY RIGHTS OF THE INTELLECTUAL WORK, AND IS ENTITLED TO MAKE ANY IMPROVEMENTS ON THE INTELLECTUAL WORK. TO THE EXTENT THAT ANY OF THE DELIVERABLES DO NOT CONSTITUTE A "WORK MADE FOR HIRE," SUPPLIER HEREBY IRREVOCABLY ASSIGNS, AND SHALL CAUSE THE SUPPLIER PERSONNEL TO IRREVOCABLY ASSIGN, TO LENZING, IN EACH CASE WITHOUT ADDITIONAL CONSIDERATION, ALL RIGHTS, TITLES, AND INTERESTS THROUGHOUT THE WORLD IN AND TO THE DELIVERABLES, INCLUDING ALL INTELLECTUAL PROPERTY THEREIN WITHOUT ANY TIME LIMITATION. IF BY LAW SUPPLIER OWNS THE INTELLECTUAL PROPERTY RIGHTS TO ANY PART OF THE INTELLECTUAL WORK, SUPPLIER HEREBY EXPLICITLY AGREES TO ASSIGN TO LENZING SUCH INTELLECTUAL PROPERTY RIGHTS AND ALL RIGHTS AND INTERESTS RELATED THERETO. SUPPLIER AGREES TO TAKE ALL NECESSARY AND APPROPRIATE MEASURES TO ASSIST LENZING IN SECURING, PERFECTING, EXERCISING AND MAINTAINING ALL THE INTELLECTUAL PROPERTY RIGHTS TO THE INTELLECTUAL WORK. SUPPLIER SHALL NO LONGER ENJOY ANY RIGHTS THERETO, NOR USE THEM IN ANY COMMERCIAL ACTIVITIES. NOTHING IN THIS AGREEMENT GIVES SUPPLIER ANY RIGHTS THERETO.

鉴于兰精就供应商履行本协议支付了合理的费用，因此，对于供应商在履行本协议的过程中或为履行本协议之目的而创造、构思或开发的所有智力成果，包括但不限于发明、设计和实用新型(无论是否可获得专利)、专有技术、诀窍、工艺流程、商标、商号、隐私权、宣传权，及所有受商标法及著作权保护的作品和计算机程序(以上合称“智力成果”)，其知识产权应唯一排他地归兰精所有。兰精有权向他人许可或转让智力成果的知识产权，也有权对智力成果进行改进。在适用法律

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

允许的范围内，供应商同意且将使供应商人员同意，关于任何可以评定为“职务作品”的任何交付标的，该等交付标的应特此视为兰精的“职务作品”。如果任何交付标的不构成“职务作品”，在各种情况下，无需额外对价，供应商特此不可撤销地且无限期地向兰精转让、并将使供应商人员不可撤销地向兰精转让所有交付标的全世界范围内的权利、产权和利益，包括其中的所有知识产权。如果法律规定供应商拥有智力成果任何部分的任何知识产权，供应商特此明确同意向兰精转让该等知识产权及相关的权利和权益。供应商同意其将采取所有必要且适当的方式协助兰精取得、完善、行使、维护兰精对智力成果的知识产权各项权利。供应商对智力成果不再享有任何权利，不得将之用于任何商业活动。本协议未赋予供应商该等智力成果的任何权利。

8.2 TRANSFER OF OWNERSHIP, GRANTING OF RIGHTS: TO THE EXTENT THAT LENZING'S OWNERSHIP OF DELIVERABLES IS NOT PERMITTED BY APPLICABLE LAW OR IMPOSSIBLE FOR WHATEVER REASON, SUPPLIER WILL DELIVER TO LENZING ALL ITEMS AND MATERIALS REGARDING THE DELIVERABLES, PARTICULARLY CARRIER MATERIALS, COPIES AND NEGATIVES AND SUPPLIER WILL HEREBY IRREVOCABLY GRANT, AND WILL CAUSE SUPPLIER PERSONNEL TO IRREVOCABLY GRANT, THE FULLY PAID UP, EXCLUSIVE AND TRANSFERABLE, SUB-LICENSABLE RIGHT OF USE OF THE DELIVERABLES AS WELL AS THE RIGHT TO ADAPT OR TRANSLATE SUCH DELIVERABLES AS WELL AS TO USE THE ADAPTED AND TRANSLATED VERSIONS OF DELIVERABLES LIKE DELIVERABLES THEMSELVES ("LICENSE").

所有权的转让与授权：在适用法律不允许或由于任何原因而无法使兰精拥有交付标的所有权的情况下，供应商将向兰精交付与交付标的有关的所有物品和材料，特别是载体材料、副本和底片，并且供应商将特此不可撤销地（并将使供应商人员不可撤销地）将已完全付清的、独家的、可转让的、可转授权的交付标的使用权，改进或翻译该等交付标的的权利以及与交付标的同等的使用该等改进后或翻译后的交付标的的权利授予兰精（“授权”）。

The License granted to Lenzing shall be perpetual and geographically unlimited and comprise all currently known and future, also electronical exploitation methods. Such rights include in particular, but shall not be limited to: (a) the right to adapt and amend the Deliverables as well as their title and designation; (b) the right to permanently or temporarily copy (including digitize) the Deliverables in any way whatsoever; (c) the right to distribute the Deliverables for any commercial or non-commercial purposes whatsoever and to place them on the market; (d) the right to make the Deliverables available to the public by wire or wireless means, in such a way that the public may access them from a place and at a time individually chosen by them, in particular, but not limited to via the internet; (e) the right to rent the Deliverables in any form whatsoever; (f) the right to broadcast the Deliverables or send them in similar way; and (g) the right to publicly present, display or perform the Deliverables or to make them publicly available.

授予兰精的许可应当是永久且不受地域限制的，并且包括所有目前已知和将来未知的以及电子的开发方法。该等权利尤其包括但不限于：(a)修订和更改交付标的的及其权属和名称的权利；(b)以任何方式永久或临时复制（包括以数字形式复制）交付标的的权利；(c)出于任何商业或非商业目的的分发交付标的并将其投放市场的权利；(d)以有线或无线的形式向公众提供交付标的的权利，以使公众可以在其各自选定的地点或时间访问该交付标的，尤其包括但不限于以互联网的形式。

The Supplier shall obtain and maintain all regulatory authorizations and registration required for its pre-existing works and utilities as well as Lenzing's license hereunder and shall be responsible for all costs and expenses incurred in this regard. The Supplier shall make available to Lenzing complete copies of all applications and all registrations and approvals obtained therefrom relating to the pre-existing works and utilities and provide Lenzing with any other information or material it

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

requests to enable Lenzing to exercise its rights to the pre-existing works and utilities. The Supplier shall indemnify Lenzing and hold Lenzing harmless against all claims, suits, proceedings, costs and/or expenses arising out of or in connection with the pre-existing works and utilities.

供应商应当取得并保持其原有作品及工具和兰精在本通用条款和条件项下的许可权所需的授权和登记，并应承担相关的费用。供应商应向兰精提供与原有作品及工具有关的所有申请、登记和许可的完整复印件以及兰精为行使对原有作品和工具的许可权利所需的其他信息。供应商应赔偿兰精使其免于遭受因原有作品和工具而产生的或与之相关的所有索赔、诉讼、法律程序、费用和/或支出。

- 8.3 Both Lenzing and Supplier are independent legal persons to perform the Agreement. Supplier shall be exclusively liable for payment of relevant salary, compensation, bonus, rewards, or other rewards payable under the PRC laws and regulations (including any awards and rewards to inventors) to itself, its employees or agents (if any). Supplier (and its employees and agents) shall not require Lenzing or its affiliated companies to pay any fees in relation to the Intellectual Work other than the remuneration specified in the Agreement, regardless how such Intellectual Work will be dealt with (including but not limited to patent application, securing patent authorization and commercialization of any patent or invention). If any third party, including but not limited to its employees and agents, claims any right to the aforesaid Intellectual Work, Supplier shall assume the liability and fully compensate Lenzing for any expense or loss thus incurred.

兰精和供应商均为可履行本协议的独立法人。供应商应完全负责其本身或其员工、代理人(如有)相关的工资、补偿、奖金、报酬或其他依据中国法律法规应支付的报酬，包括发明人奖励和报酬。除了本协议列明的费用外，不论该等智力成果被如何处理(包括但不限于申请专利、获得专利授权、将专利发明投入商业化使用)，供应商(及其员工、代理人)不再就智力成果要求兰精或其关联公司支付任何费用。如果任何第三方，包括但不限于其员工、代理人等，声称对上述智力成果有任何权利，供应商应当承担责任并完全补偿兰精因此发生的任何费用或损失。

SUPPLIER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, AND SHALL CAUSE THE SUPPLIER PERSONNEL TO EXPRESSLY AND IRREVOCABLY WAIVE, ANY AND ALL CLAIMS IT OR THE SUPPLIER PERSONNEL MAY NOW OR HEREAFTER HAVE IN ANY JURISDICTION TO SO-CALLED "MORAL RIGHTS" OR RIGHTS OF DROIT MORAL WITH RESPECT TO THE DELIVERABLES, INCLUDING BUT NOT LIMITED TO ANY AND ALL RIGHTS OF IDENTIFICATION OF AUTHORSHIP AND ANY AND ALL RIGHTS OF APPROVAL, RESTRICTION OR LIMITATION ON USE, AND SUBSEQUENT MODIFICATIONS.

供应商特此不可撤销地明确放弃、并将使不可撤销地明确放弃供应商或供应商人员现在或其后在任何管辖区所具有的有关交付标的的有关“著作人格权”的一切主张，包括但不限于一切作者身份证明权和一切批准、限制使用和后续修改的权利。

SUPPLIER EXPRESSLY WAIVES ANY RIGHT TO AFFIX ITS NAME AS THE AUTHOR, CREATOR, OR DEVELOPER OF THE DELIVERABLES, OR ANY RIGHT TO AFFIX TRADEMARKS, PRODUCT DENOMINATIONS, OR NAMES TO THE DELIVERABLES, UNLESS LENZING AGREES OTHERWISE. LENZING SHALL HAVE THE RIGHT TO AFFIX TO THE DELIVERABLES ANY BRAND OR PRODUCT DENOMINATIONS CHOSEN BY LENZING. LENZING SHALL BE ENTITLED TO TRANSFER SUCH RIGHT TO THIRD PERSONS.

除非兰精另有同意，否则供应商明确放弃署名为可交付成果的作者、创作者或开发者的任何权利，或任何在可交付成果上附缀商标、产品名、名称的任何权利。兰精有权向可交付成果附缀兰精选择的任何品牌、产品名。兰精有权将该等权利转让给第三人。

8.4 Trademark and Logo of Lenzing

兰精的商标和标志

8.4.1 The execution of the Agreement does not recognize that Supplier has any right on Lenzing's trademark, company logo and other marks ("**Lenzing Marks**"). However, Supplier may use Lenzing Marks provided it has obtained written consent from Lenzing and complied with written instructions and written standards duly stipulated by Lenzing. Supplier shall report to Lenzing its use of Lenzing Marks whenever requested by Lenzing. Lenzing is entitled to suspend /terminate Supplier's use of Lenzing Marks at any time for any reason whatsoever.

本协议的签订并不确认供应商对兰精的商标、公司标识及其他标识(以下称“**兰精标识**”)具有任何权利。但是, 供应商在经兰精书面同意并遵守兰精书面指示和适时制定的书面标准的条件下, 可以使用兰精标识。供应商应按照兰精要求随时向兰精报告兰精标识的使用情况。兰精不论任何理由有权随时中止/终止供应商对兰精标识的使用。

8.4.2 Supplier shall not conduct any act that may cause damage to Lenzing's goodwill when using Lenzing Marks.

供应商使用兰精标识时, 不得做出有损于兰精声誉的行为。

8.4.3 Supplier shall not be entitled in any case to sell, use, offer as a gift, or transfer any Goods (including defective Goods) or other packaged products that bear any trademark, logo or company name of Lenzing or Lenzing's affiliated companies, other than for the purpose of this Agreement.

为本协议目的之外, 供应商在任何情况下, 无权销售、使用、赠送、转让印有兰精或兰精关联公司的商标、标识或公司名称的货物(含残次品)或其他包装产品。

8.4.4 Any intellectual property rights of and any other rights derived from all materials, photographs, manuscripts, concepts, ideas, design, drawings, know-how and / or technical documents and technical materials containing such know-know, provided by Lenzing, and any work product and any interim deliverables, materials, information and data created or delivered under this Agreement, shall be exclusive property of Lenzing or its affiliates. The aforesaid intellectual property rights include but not limited to the copy right, trademark, patent or any other intellectual property rights. Except for the purpose of performing this Agreement, the Supplier shall not use or sub-license any third party to use the aforesaid intellectual property of Lenzing. Supplier shall not make any changes to the aforesaid intellectual property of Lenzing without Lenzing's prior written approval.

兰精提供的素材、图片、稿件、概念、创意、设计、图纸、专有技术和/或专有技术涉及的技术文档和技术资料, 以及本协议项下形成或交付的工作成果和任何阶段性成果、资料、信息、数据等的知识产权及由此派生的任何权利, 均属于兰精或其关联公司所有。上述权利包括但不限于著作权、商标权、专利权或其他知识产权。除为履行本协议之目的外, 供应商不得自行使用或许可任何第三方使用前述兰精的知识产权。未经兰精事先书面同意, 供应商不得自行对前述知识产权进行任何改动。

9 Confidentiality

保密

Notwithstanding anything in this Agreement to the contrary, the provisions of any non-disclosure or confidentiality agreement (if any) between Supplier and Lenzing or any of Lenzing's affiliates

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

shall apply to any confidential or strictly confidential information, as defined in such agreement, that Supplier may receive from Lenzing. If Supplier and Lenzing have not entered into a nondisclosure or confidentiality agreement, the following provisions shall apply.

无论本协议中有任何相反规定，供应商与兰精或任何兰精的关联公司之间的任何不公开或保密协议（如有）的规定应适用于该等协议中定义的供应商可能从兰精收到的任何机密或严格保密信息。如果供应商和兰精尚未签订保密协议，则适用以下规定。

- 9.1 In furtherance of or incidental to this Agreement, Lenzing or its affiliates may disclose to Supplier various forms of proprietary and confidential information or trade secrets which held by and pertain to or are valuable to Lenzing. For purpose of this Agreement, such information or trade secrets (including any such information provided prior to the date of this Agreement, collectively, “**Confidential Information**”) may include but not limited to the following: information, regardless of the form in which it is transmitted, relating to past, present or future research, development or business plans, financial information, customer, vendor, business partner or employee-related information, intellectual property, operations or systems (including, without limitation, studies or reports, software, memoranda, drafts, drawings, designs, data, know-how and other information in either tangible or intangible form) of Lenzing or a third party whose information is in Lenzing’s possession under an obligation of confidentiality. All the information indicated above shall be deemed as Confidential Information, regardless whether or not it is identified or marked as confidential at or after the time of disclosure and whether written (in whatever format) or oral, together with any copies, reproductions or summaries thereof, in whatever format and however or by whomever made or compiled. In addition, Supplier shall treat the existence of the Agreement and its contents, and all private technical, commercial and organizational information of which it becomes aware as a result of its business relationship with Lenzing as confidential, and shall not exploit it or make it available to third parties either during the period of this Agreement or thereafter. 为促进并配合本协议的履行，兰精或其关联公司可能向供应商披露为其掌握的且对其具有价值的、各种形式的专有的和机密的信息或商业秘密。为本协议之目的，该等信息或商业秘密(包括所有在本协议签署之日前提提供的该等信息，合称“**保密信息**”)包括但不限于：有关兰精或为兰精所掌握并负有保密义务的第三方的过去、现在或将来的研究、开发或经营计划、财务信息、顾客、卖主、业务合作方或涉及雇员的信息、知识产权、经营活动或制度有关的信息(包括但不限于以有形或无形形式表现的研究或报告、软件、备忘录、草图、图样、设计、数据、专有技术及其它信息)，而不论其载体为何种形式。上述所有信息不管其在被披露时或被披露后是否被标明为是秘密的，亦不论是以书面(不管以何种格式)或口头形式做出，连同其任何备份、复印件或摘要(不管以何种形式存在及由何人以何种形式制作或编辑)，均应视为保密信息。此外，供应商应当将本协议的存在及其内容、以及其知道的因其与兰精之间的商业往来而产生的一切私有的技术、商业和组织信息视为保密信息，并且不得在本协议期间或之后利用这些信息或者将这些信息提供给第三方。

- 9.2 All Confidential Information shall remain the property of Lenzing. Supplier shall only use the information and materials which already approved in written and have been or will be made available to it in the course of the collaboration with Lenzing for the purpose of carrying out the duties assigned to it under the Agreement. Supplier shall not use any Confidential Information of Lenzing for any purpose other than providing Goods and/or Services to Lenzing, and shall hold such Confidential Information in confidence and take all reasonable precautions to prevent its unauthorized disclosure to third parties, or to its employees not having a direct need for access for purposes of this Agreement.

所有保密信息应始终为兰精所有。供应商仅应在为履行本协议义务的目的而使用在同兰精合作的过程中兰精事先书面同意且已经获得或将会获得的信息与材料，不得为向兰精交付货物和/或提供

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

服务以外的目的使用任何保密信息；且供应商应对该等保密信息保密并采取所有合理的预防措施来防止未经授权向第三方或为本协议之目的无需直接接触该等保密信息的雇员披露该等信息。

9.3 Without prior written consent from Lenzing, Supplier shall not disclose Confidential Information to any third party or make announcement to the public, whether in written or oral form.

未经兰精事先书面同意，供应商不得以书面或口头形式向任何第三方披露保密信息或向公众发布公告。

Supplier may disclose the Confidential Information only to its respective employees, subcontractors, agents or professional consultants who need to have access to such information for the purposes of this Agreement and shall cause them to observe the same confidentiality obligations hereunder. Supplier shall be jointly liable to Lenzing for the breach of confidentiality obligation by such employees, sub-contractors, agents or professional consultants.

供应商仅可向其各自的、需要为本协议的目的访问此类信息的员工、分包商、代理商或专业顾问披露保密信息，并促使其遵守本协议规定的相同的保密义务。供应商应对该等员工、分包商、代理商或专业顾问违反保密义务而向兰精承担连带责任。

9.4 This confidentiality clause shall not apply to the information which:

本保密条款不适用于以下信息：

9.4.1 has already become known to the public prior or at the time of the disclosure;
在披露之前或披露时已为公众所知；

9.4.2 becomes available or known to the public after the disclosure not due to the fault of Supplier;
披露后，非因供应商之过错而使公众可以获得或知晓；

9.4.3 is proved to be properly obtained by Supplier before the disclosure from a third party which is not subject to a duty of confidentiality with respect to such information; or
可以被证明是由供应商在披露前从不对此类信息承担保密义务的第三方处适当获取的；或

9.4.4 is required to be disclosed by law, pursuant to a court order, by any securities exchange or by any governmental or regulatory body, provided, that Supplier shall provide a draft of such disclosure to Lenzing and incorporate any modification reasonably requested by Lenzing to the extent permitted by law.

根据法律、法院命令、任何证券交易所或任何政府或监管机构的要求而披露，前提是供应商应向兰精提供该等披露的草案，并在法律允许的范围内纳入兰精合理要求的任何修改。

9.5 All Confidential Information hereunder shall remain exclusively owned by Lenzing. Upon request by Lenzing in writing, Supplier shall immediately stop using Confidential Information and return the same (including all the copies, facsimiles, electronic copies or other tangible copies) to Lenzing. If Lenzing requests the Supplier in writing to destroy all the documents and data containing Confidential Information, the Supplier shall destroy all such documents and data. After returning Confidential Information to Lenzing or destruction of the same, the Supplier shall issue a written confirmation undertaking that it has returned or destroyed all Confidential Information. This provision shall not exempt the Supplier from any obligation of confidentiality or non-use hereunder.

本保密条款项下所有保密信息应继续归兰精独家所有。一经兰精书面要求，供应商应立即停止使用保密信息，并将保密信息(包括其所有复印件、传真件、电子形式或其他有形形式)全部返还给兰精。若兰精书面要求供应商将含有保密信息的所有文件和数据等予以销毁的，供应商应将该等

文件和数据予以全部销毁。供应商应在其将保密信息全部返还给兰精或销毁后，向兰精出具一份书面保证说明其已全部返还或销毁了保密信息。本条规定并不免除供应商在本保密条款项下的任何保密和不使用义务。

10 Data Protection 数据保护

Supplier shall comply with all applicable data protection laws, regulations, and other legal requirements, whether now in effect or which may become effective in the future.
供应商应遵守所有适用的、无论是现在有效还是将来可能生效的数据保护法律、法规和其他法律要求。

Supplier shall use any personal data, including company data and processing results, made available by Lenzing only as necessary for the proper performance of the Purchase Order and for no other purpose, and Supplier shall use its best efforts to provide protections thereby avoiding any unauthorized disclosure of such personal data to any third parties. Supplier shall destroy or return to Lenzing any personal data in its possession, including copies if any, upon completion of the Purchase Order or as requested by Lenzing.

供应商应当仅在必要时将兰精提供的任何个人数据(包括公司数据和处理结果)用于履行采购订单，而不得用于其他目的；供应商应尽最大努力提供保护，从而避免任何未经授权的向任何第三方披露该等个人数据。供应商应在完成采购订单后或按照兰精的要求，销毁或返还兰精所拥有的任何个人数据，包括副本(如有)。

11 Term 期限

11.1 Unless otherwise specified by Purchase Order, this Agreement shall remain effective until rights and obligations of both Parties are fully executed or performed due or the expiration of the quality warranty period (whichever is later), unless terminated by the Parties pursuant to the terms of this Agreement.

除采购订单中另有规定外，除非双方依据本协议有关条款终止本协议，本协议将持续有效直至双方的权利和义务均已完全行使或履行，或者供应商承诺的质量保证期到期（以晚者为准）为止。

11.2 If one Party or both Parties intend to continue performing this Agreement upon expiry of the term hereof, a written notification shall be sent to the other Party one month before the expiry and the Parties shall negotiate the renewal of this Agreement. If a consensus is reached by both Parties on renewal, a separate written agreement shall be entered into for this purpose; if no consensus is reached, this Agreement shall be terminated right upon expiry of the term hereof.

若一方或双方有意在本协议有效期届满后继续履行本协议的，应在本协议到期前一个月书面通知对方，双方将就本协议续展事宜进行协商。如若双方就续展事宜达成一致，应另行签订书面协议。若未能达成一致的，本协议在有效期届满时即行终止。

12 Amendment and Termination 变更和终止

12.1 A supplementary agreement shall be made in writing through mutual consultations in the event that any supplement is necessary for matters not covered by the Agreement, or any amendment

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

or revision to the Agreement is required by both Parties. The supplementary agreement shall not become valid until it is duly signed by legal representatives (or authorized representatives) of both Parties and affixed with each Party's company seal.

本协议如有未尽事宜确需补充的，或双方对本协议进行修改或变更的，须经双方共同协商，作出书面补充协议。补充协议经双方法定代表人(或授权代表)签字并盖章之后生效。

12.2 The Agreement may be terminated in any of the following circumstances:

本协议可于以下情况下终止：

12.2.1 The Parties may at any time agree on termination of the Agreement. In this case, the Agreement shall be terminated on the date on which the Parties agree on. The Supplier is not entitled to unilaterally terminate the Agreement unless otherwise explicitly stipulated in the Agreement.

双方可随时协商一致终止本协议，本协议于双方同意的日期终止。除非本协议另有明确约定，供应商无权单方面终止本协议。

12.2.2 If Supplier is in breach of this Agreement, Lenzing has its rights (not necessarily) to serve the Supplier a notice requesting for remedies for such breach, or request the Supplier to assume the liability for breach of the contract hereunder. If the Supplier fails to remedy its breach within the time period specified in the notice of default, the Agreement shall be terminated upon expiry of the term specified in such notice.

如果供应商违反本协议，兰精有权（非必须）就供应商的违约向供应商发出通知并要求其做出补救或要求供应商承担本协议项下的违约责任。如果供应商未能在违约通知中指定的期限内就其违约做出补救，本协议应于违约通知中指定的期限届满时终止。

12.2.3 IF SUPPLIER IS IN BREACH OF ANY PROVISIONS OF ARTICLES OF QUALITY, PACKING AND SHIPPING, DELIVERY, SUPPLIER'S WARRANTIES AND UNDERTAKINGS, INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY AND DATA PROTECTION, ETC. OR SIMILAR TERMS UNDER THIS AGREEMENT, SUCH BREACH SHALL BE DEEMED A MATERIAL BREACH, AND LENZING MAY TERMINATE THE AGREEMENT WITH IMMEDIATE EFFECT WITHOUT ANY LIABILITY THEREFOR, AND SUPPLIER SHALL BE OBLIGATED TO BEAR THE DEFAULT LIABILITY IN ACCORDANCE WITH THE ARTICLE OF "DEFAULT AND REMEDIES" HEREUNDER.

如果供应商违反了本协议之“货物质量”、“包装和运输”、“交付”、“供应商保证及承诺”、“知识产权”、“保密和数据保护”等条款或类似约定的，应属于重大违约，兰精可立即终止本协议而不承担任何责任，且供应商应根据本通用条款和条件之“违约及救济”条款承担违约责任。

12.2.4 DURING THE PERFORMANCE HEREOF, LENZING IS ENTITLED TO PREMATURE TERMINATION OF THIS AGREEMENT WITHOUT ANY LIABILITY BY SERVING WRITTEN NOTICE TO SUPPLIER THIRTY (30) DAYS IN ADVANCE.

在本协议履行期间，兰精有权提前三十(30)天书面通知供应商，要求提前终止本协议而无须承担任何责任。

12.2.5 Termination or expiry of this Agreement shall not release any of the Parties from any liability which at the time of termination or expiry has already accrued to the other Party, nor affect in any way the survival of any other right, duty or obligation of the Parties which is expressly

stated elsewhere in this Agreement to survive such termination or expiry. Upon termination or expiry of this Agreement, Articles 8 through 15 shall continue to survive.

本协议终止或到期不免除任何一方在本协议终止或到期之前已经产生的任何责任，也不影响本协议终止或到期之后明确约定双方仍应继续履行的任何权利、责任或义务。本协议终止或到期之后，第 8 条至第 15 条应继续有效。

13 Default and Remedies 违约及救济

13.1 Failure to perform, any delay in performance or partial performance of any single obligation hereunder by Supplier, or any breach of any of the terms of this Agreement by Supplier, including but not limited to any warranties and undertakings of Supplier under this Agreement, constitutes breach of the Agreement. The Supplier shall immediately take adequate, effective and timely measures to diminish the consequence thereof and assume the default liability pursuant to special terms in relation thereto as set forth in other provisions hereof; or in case of any specific breach for which no default liability is incurred according to the special terms in other provisions hereof, Supplier shall compensate Lenzing for any damages caused by such breach. Furthermore, IF THE LIQUIDATED DAMAGES AGREED TO IN THE AGREEMENT IS NOT SUFFICIENT TO COVER THE DAMAGES LENZING MAY SUSTAIN, SUPPLIER SHALL COMPENSATE LENZING FOR ITS UNCOVERED DAMAGES. IT IS MUTUALLY ACKNOWLEDGED THAT THE AFORESAID DAMAGES OF LENZING SHALL INCLUDE BUT NOT LIMITED TO ANY COST AND EXPENSE SPENT ON LITIGATION, ARBITRATION, ATTORNEYS, TRAFFIC, CONSULTING, VALIDATION AND ADDITIONAL COST FOR RE-CONTRACT. HOWEVER, LIQUIDATED DAMAGES AND LIABILITY FOR DAMAGES TO BE BORNE BY LENZING HEREUNDER SHALL NOT EXCESS THE AMOUNT OF PAYMENT HEREUNDER IT MADE TO SUPPLIER IN ALL CASES. Lenzing is entitled to deduct any liquidated damages, indemnification and other amount which shall be borne by supplier directly from its outstanding payment.

供应商不履行、迟延履行或不完全履行本协议约定的任何一项义务，或违反本协议的任何条款(包括但不限于供应商在本协议项下的任何保证和承诺)，即构成违约。供应商应立即采取充分、有效和及时的措施消除其违约后果，并应按照本协议其他条款中有关违约责任的特殊约定向兰精承担违约责任，或在针对某项违约行为在本协议其他条款中无违约责任的特殊约定时，赔偿因其违约行为所导致的兰精的损失。进而，如本协议中约定的违约金不足以弥补兰精损失的，供应商还应就不足部分向兰精进行赔偿。双方一致确认，上述兰精的损失包括但不限于诉讼费、仲裁费、律师费、交通费、咨询费、鉴定费、重新缔约增加的费用等。但是，在任何情况下兰精在本协议项下承担的违约责任及损害赔偿不应超过其在本协议项下向供应商支付的款项。供应商应承担的任何违约金、赔偿金及其他应承担款项，兰精均有权直接从尚未支付的费用中直接扣除。

13.2 DEFAULT REMEDIES: IN CASE OF ANY DEFAULT BY SUPPLIER, LENZING MAY (BUT NOT NECESSARILY) ASK SUPPLIER TO TAKE REMEDIAL ACTIONS, INCLUDING BUT NOT LIMITED TO (I) REQUIRE SUPPLIER TO RECTIFY OR RE-PERFORM GOODS AND/OR SERVICES ACCORDING TO REQUEST OF LENZING WHICH ARE NOT IN CONFORMITY WITH REQUIREMENTS OR STANDARDS HEREOF; (II) LENZING TO PURCHASE TEMPORARY REPLACEMENT OF GOODS AND/OR SERVICES OR PURCHASE PERPETUAL REPLACEMENT OF GOODS AND/OR SERVICES, AND THE COST OF SUCH PURCHASE SHALL BE BORNE BY SUPPLIER, ETC. IF SUPPLIER FAILS TO FULFIL THE REMEDIAL ACTIONS OR SUCH FULFIL OF REMEDIAL ACTIONS IS NOT COMPLY WITH LENZING'S REQUEST, LENZING IS ENTITLED TO ADOPT ANY ONE OR MORE REMEDIAL OPTIONS DESCRIBED AS FOLLOWS AND/OR OTHER REMEDIAL MEASURES IMPOSED BY LAW: (I)

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

IN CASE SUPPLIER FAILS TO PROVIDE GOODS OR SERVICES TO LENZING ON THE DATE OF DELIVERY/WITHIN THE TIMELINE OF SERVICES SET FORTH IN THE AGREEMENT, OR FAILS TO PERFORM OTHER OBLIGATIONS IN THE AGREEMENT IN COMPLIANCE WITH THE TIMELINE AND QUALITY REQUIREMENTS, LENZING SHALL HAVE THE RIGHT TO CLAIM A SUM, AS LIQUIDATED DAMAGES, AT A RATE OF 0.5% PER DAY OF THE TOTAL CONTRACT PRICE FOR THE PERIOD OF DEFAULT; (II) CLAIM DIRECTLY A SUM, AS LIQUIDATED DAMAGES, AT A RATE OF 20% OF THE TOTAL CONTRACT PRICE; (III) DIRECT CANCELLATION OF THE AGREEMENT, THEN THE AGREEMENT SHALL BE TERMINATED WITH IMMEDIATE EFFECT UPON ISSUANCE OF WRITTEN NOTICE OF TERMINATION BY LENZING; IN ADDITION TO A REFUND BY SUPPLIER OF ANY UNFULFILLED ADVANCE PAYMENT (IF ANY) MADE BY LENZING, LENZING IS ALSO ENTITLED TO CLAIM A SUM, AS LIQUIDATED DAMAGES, EQUIVALENT TO 20% OF THE TOTAL CONTRACT PRICE OR RMB 10,000 (WHICHEVER IS HIGHER).

违约救济：在供应商违约时，兰精可以（但非必须）要求供应商采取补救措施，包括但不限于 (i) 要求供应商就不符合本协议要求或标准的货物和/或服务根据兰精要求进行改正或重做；或者(ii)兰精选择采购临时替代货物和/或服务，或选择采购永久替代货物和/或服务，该等采购产生的费用由供应商承担。如供应商无法履行补救措施或该等履行不符合兰精要求的，兰精有权采取后述任何一种救济方式和/或其他法定救济方式：(i) 如果供应商未能在本协议规定的交付日期/服务时限向兰精提供符合本协议要求的货物或服务，或未按时按质履行本协议其他约定的，则每逾期一天，兰精有权向供应商主张所涉合同总金额的 **0.5%**作为违约金；(ii) 直接主张所涉合同总金额的 **20%**的违约金；(iii)直接解除本协议，本协议自兰精书面解除通知发出时即终止，供应商除应将兰精预付的未发生费用(如有)退还给兰精外，兰精并有权向供应商主张所涉合同总金额的 **20%**或人民币 **10,000** 元（取高者为准）作为违约金。

14 Governing Law and Dispute Resolution

管辖法律及争议解决

14.1 This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China.

本协议受中华人民共和国法律管辖并依其解释。

14.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall first be resolved through friendly consultation. If such dispute cannot be resolved within thirty (30) days after the initiation of the consultation, either Party may file a suit to the competent People's Court where Lenzing is located.

所有由本协议引起的争议，包括任何有关本协议存在、有效性及终止的问题和争议，应首先由双方通过友好协商解决。如果该等争议无法在自协商开始之日起三十(30)日内解决，则任何一方均有权向兰精所在地有管辖权的人民法院提起诉讼。

14.3 During the period when the dispute is being resolved, except for the matters in dispute, the Parties shall in all other respects continue performing their obligations under this Agreement.

在争议解决期间，除争议事项外，双方将继续履行其在本协议项下各自的其他义务。

15 Miscellaneous

其他

General Terms and Conditions for the Contract of Procurement

采购合同之通用条款和条件

15.1 Notices or other communications required to be given by either Party pursuant to the Agreement shall be written in Chinese or English and delivered in person or sent by an nationally recognized courier service or by email to the address of the other Party as specified in the Purchase Order or to such other address as may from time to time be designated by the other Party through notification to such Party. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

任何一方根据本协议要求发出的通知或其他通信应以中文或英文书写，并由专人递送或由全国认可的快递服务或电子邮件发送至另一方在采购订单中列明的以下地址，或送至另一方不时指定并通知该方后不时指定的其他地址。通知被视为已有效发出的日期应按以下规则确定：

15.1.1 on the seventh day as of the date of delivery if delivered by express courier service;
如以特快专递形式，于投寄该文件之日起第7日；

15.1.2 when confirmation of good transmission is issued by the email system if delivered by email;
如以电子邮件方式送达，于收到邮件系统对传输成功的确认时；

15.1.3 upon signature for acceptance by the recipient if delivered by personal delivery.
如以专人递送形式送达，于收件人签收时。

15.2 The Agreement contains all agreements and understandings that have been reached by both Parties on the subject matter hereof. Unless expressly stipulated otherwise herein, this Agreement shall replace and cancel all agreements, representations, statements, understandings, negotiations and discussions in terms of subject matter hereof, oral or written previously made by the Parties.

本协议包含了双方就本协议主题所达成的全部约定及谅解。除非在协议中另有明确说明，否则本协议将取代并抵消双方在此之前就本协议所议主题事宜所达成的所有口头或书面的协议、声明、陈述、谅解、谈判及讨论。

15.3 Supplier is an independent contracting party and there exists no relationship of agency between the Parties. Neither Supplier nor its personnel or representatives designated for the purpose of performing the Agreement shall be considered as being personnel, agents, representatives, joint venturers, partners or employees of Lenzing; none of the aforesaid personnel shall have the right to make any commitment on behalf of Lenzing unless a prior written authorization is otherwise given by Lenzing.

供应商是独立的订约人，双方之间不存在任何委托代理关系。供应商及供应商为履行本协议而指派的员工、代表均不是兰精的员工、代理人、代表、合营者、合伙人或雇员，未经兰精事先另行书面授权，上述人员均无权代理兰精作出任何承诺。

15.4 Supplier shall not, without prior written consent of Lenzing, assign or sub-contract its rights and obligations, in whole or in part, under the Agreement or any individual Purchase Order, to third parties. In the event where Lenzing authorizes Supplier to assign or sub-contract to a third party, Supplier shall nonetheless remain bound by its obligations to Lenzing for the work undertaken by such third party.

未经兰精事先书面同意，供应商不得将其在本协议或单个采购订单的全部或部分权利义务转包或分包给第三方。如兰精同意供应商转包或分包给第三方的，供应商应就该第三方的工作向兰精承担最终责任。

General Terms and Conditions for the Contract of Procurement 采购合同之通用条款和条件

15.5 Notwithstanding that the whole or any part of any provisions of the Agreement may be illegal or unenforceable, other provisions of the Agreement and the remaining part of the provisions in question shall remain in force.

在本协议的任何条款的全部或任何部分违法或无法执行时，本协议的其他条款以及有争议条款的其余部分仍然有效。

15.6 Any Party's failure to require the other Party to strictly perform any term of this Agreement or to exercise any right granted under this Agreement shall not be deemed as a waiver of such right by such Party, and shall not deprive such Party of the right to enforce or rely on the terms or rights in the future. If any Party exempts the other Party from liability for breach of any term of this Agreement at any time, it shall not be deemed that such Party exempts the other Party from any future liability for breach of contract or waives its rights granted in that term or any other rights.

任何一方未要求另一方严格履行本协议任何条款的规定，或未有行使本协议所授予的任何权利，不应被视为是其对该项权利的放弃，也不应由此剥夺其将来要求执行或依赖该条款或权利行事的权利。若本协议任何一方在任何时候豁免另一方对本协议任何条款的违约责任，不应被视为该方豁免了另一方未来的任何违约责任，或放弃了其在该条款中的权利或任何其他权利。

15.7 This Agreement shall be made in both Chinese and English. If there is any discrepancy between these two versions, the Chinese version shall prevail.

本协议以中英文本书就，两种语言版本有歧义的，应以中文版为准。

15.8 IT IS HEREBY CONFIRMED AMONG PARTIES HERETO THAT, LENZING HAS DRAWN, IN REASONABLE MANNERS, SUPPLIER'S ATTENTION TO THE IMPORTANT PROVISIONS RELATED TO LIABILITY UNDERTAKING, EXEMPTION AND RESTRICTION AND GIVEN FULL EXPLANATIONS THEREON AT THE REQUEST OF SUPPLIER; AND SUPPLIER HAS AN ADEQUATE UNDERSTANDING AND ACCEPTS SUCH PROVISIONS. FURTHER, BASED ON THE EQUAL BUSINESS COOPERATION RELATIONSHIP AND FULL UNDERSTANDING OF ANY AND ALL THE TERMS AND CONDITIONS HEREOF, AND THROUGH EQUAL AND FRIENDLY CONSULTATIONS, THE PARTIES HERETO REACH THE CONSENSUS AS ABOVE, WITHOUT ANY MISUNDERSTANDING, FRAUDULENCE, DECEIT OR ANY ACTS IN VIOLATION OF ANY LAWS AND REGULATIONS, AND PUBLIC ORDERS AND GOOD MORALS.

双方在此确认，兰精已经以合理方式提请供应商注意有关责任承担、免除和限制等相关重要条款并应供应商的要求对该等条款予以充分说明，且供应商已充分理解并接受该等条款。各方进一步确认，各方为平等业务合作关系，对本通用条款和条件的全部条款完全理解，经平等友好协商，达成上述共识，无任何误解、欺骗、欺诈及其他违反法律法规、有悖公序良俗的行为。

[Intentionally Left Blank, Signature Page Follows / 本页留白, 下文接签署页]