



购买商品和服务的一般条款和条件

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. 本一般采购条款和条件(“一般条款”)适用于贵公司(“供应商”)以考鹏医疗器械(上海)有限公司(“Copan”)为受益人的所有货物和/或服务的销售,除非经双方的特定书面协议加以减损。供应商接受本通用条款和条件,即放弃适用其自己的任何销售条件,该等销售条件在双方之间应被视为无效。如果采购订单仅以购买货物为主题,则本通用条款和条件中专门和排他性地提及服务的条款和条件将不适用,反之亦然。

These General Terms and Conditions of Purchase ("General Conditions"), unless derogated by a specific written agreement of the parties, apply to all sales of goods and/or of services made by your company ("Supplier") in favour of Copan Medical Shanghai Ltd ("Copan"). By accepting these General Terms and Conditions, the Supplier waives the application of any of its own conditions of sale, which shall be considered ineffective between the parties. Should the purchase orders have as their subject only the purchase of goods, the provisions of these General Terms and Conditions which make specific and exclusive reference to services, and vice versa, will not apply.

2. 供应商承诺按照本通用条款和条件,以及与货物或双方商定的提供服务的方法有关的任何技术、功能或质量规范(“规范”),向Copan提供货物和/或服务,是本通用条款及细则的组成部分。Copan采购订单必须包含订单号、日期、货物和/或服务的确切说明(代码和数量)、单价和总价。供应商必须在收到订单、发货日期和/或要求的服务完成日期内确认

收到订单后3天内。采购订单一经确认,对供应商具有约束力。在供货的情况下,除非与Copan另有约定,供应商必须不迟于订单中指定的日期交付每一采购项目的货物。如果供应品的交付出现不合理的延迟,每延迟一周,供应商将被要求向Copan支付延期货物/服务价值净额的2%的罚款,最多不超过4周。

The Supplier undertakes to supply the goods and/or to provide the services to Copan in accordance with these General Terms and Conditions and with any technical, functional or quality specification relating to the goods or to the methods of providing the services ("Specifications") agreed between the parties, which form an integral part of these General Terms and Conditions. Copan purchase orders must contain the order number, the date, the exact indication of the goods and/or services (code and quantity), the unit price and the total price. Supplier must confirm receipt of the order and the date of shipment and/or completion of the requested services within 3 days of receipt of the order. Once the purchase order is confirmed, it becomes binding for the Supplier. In the case of supply of goods, unless otherwise agreed with Copan, the Supplier must deliver the goods no later than the date indicated in the order, for each purchase item. In the event of an unjustified delay in the delivery of the supply, the Supplier will be required to pay Copan a penalty of 2% of the net amount of the value of the delayed goods/services for each full week of delay, for a maximum of 4 weeks.

3. 除非另有说明,交货应理解为FCA - Free Carrier (Incoterms®2020),由供应商设立。供应商必须按照有关货物的适用标准和/或与Copan商定的规格,以适合装运的方式包装货物。在付款完成时,货物的所有权转移给了Copan,请知悉。



Unless otherwise indicated, delivery is understood to be FCA - Free Carrier (Incoterms® 2020), the Supplier's establishment. The Supplier must pack the goods in a manner suitable for shipment, according to the applicable standards on the subject and/or in accordance with the specifications agreed with Copan. It is understood that ownership of the goods is transferred to Copan at the time the payment is completed.

4. 货物和/或服务的价格在订单中表示，除非另有说明，否则以人民币表示，不含增值税。运输费用，除非另有说明，否则不包括在内，并将由Copan承担。在任何情况下，价格不包括关税、其他关税、税款或进口税等。Copan承诺在双方约定的条款内，或在未注明的情况下，不迟于90天内向供应商指定的账户支付每张发票。

The price of the goods and/or services is indicated in the order and, unless otherwise specified, is expressed in CNY, net of VAT. Shipping costs, unless otherwise indicated, are always excluded and will be borne by Copan. In any case, the prices do not include customs duties, other duties, taxes or import taxes and the like. Copan undertakes to pay each invoice to the current account indicated by the Supplier and within the terms agreed between the Parties, or in the case of non- indication, no later than 90 days EOM.

5. 供方保证提供的产品和/或服务符合此类产品/服务所需的质量标准和双方同意的任何规格。规格的任何变更必须事先与Copan书面同意。货物交付后，Copan需检查包装，并立即向供应商报告任何损坏或缺陷。通过验收并不免除供应商对随后查明的缺陷和不符合规定的责任。

供应商保证产品及其正常运行12个月，或在适用的情况下，直至Copan收到货物之日起的直到过期日。Copan必须在发现所谓的缺陷后30天内将任何有关产品质量的投诉通知供应商。如果发现产品存在缺陷，使其不适合预期用途，Copan可自行决定，或要求维修或更换该缺陷产品。缺陷产品的修理或更换将由供应商进行，费用由供应商承担。供应商将对Copan可能不得不应对的任何人员或财产损失承担责任，这些损失是由于供应商提供的产品和/或服务的设计和/或制造故障或缺陷造成的。为此，供应商声明已投保适当的保险单，以赔偿因产品和/或服务而可能造成的人员和/或财产损失。

The Supplier guarantees that the products supplied and/or the services performed comply with the quality standards required for such type of goods/service and with any Specifications agreed upon. Any changes to the Specifications must be agreed in advance in writing with Copan. Upon delivery of the goods, Copan is required to check the packaging and to immediately report any damage or defect thereof to the Supplier. Passing the acceptance checks does not release the Supplier from liability for defects and lack of compliance ascertained subsequently.

The Supplier guarantees the products and their proper operation for a period of 12 months or, where applicable, until their expiry date from the moment of receipt of the goods by Copan. Copan must notify any complaints regarding the quality of the products to the Supplier within 30 days of the discovery of the alleged defect. In the event of an ascertained defect of the product, which makes it unsuitable for the use for which it is intended, Copan, at its discretion, may alternatively request the repair or replacement of the defective product. The repair or replacement of the defective product will be carried out by and at the expense of the Supplier. The Supplier will be liable for any damages to persons or property which Copan may have to respond to, as attributable to design and/or manufacturing faults or defects of the products supplied and/or of the services provided by the Supplier. To this end, the Supplier declares to have taken out a suitable insurance policy to cover possible damages to persons and/or property which derive from the product and/or service.



6. 在适用的情况下，供应商应向Copan提供所有证明供应商遵守第(EC)1907/2006号法规的文件(即“REACH”法规)和GHS-CHINA (GB 30000.2 -2013 ~ GB 30000.29 -2013化学品分类和标签安全规则)及随后的修订; 具体而言，供应商必须:
- 确认供应产品中是否存在SVHC物质(高度关注物质)，其数量等于或大于0.1%，并突出其名称和CAS编号。
 - 发送数据表- MSDS，如果所供应的产品含有根据适用法律可归类为危险的物质。
 - 根据Copan的要求，如果所供应的产品含有根据适用法律可归类为无害的物质，则发送数据表- MSDS或信息表(IS)

Where applicable, Supplier shall provide Copan with all the documentation proving the Supplier's compliance with Regulation (EC) no. 1907/2006 (i.e., "REACH" regulation) and GHS-CHINA (GB 30000.2-2013 to GB 30000.29-2013 Safety rules for classification and labelling of chemicals) and subsequent amendments; specifically, the Supplier must:

- Identify the presence of SVHC substances (Substances of Very High Concern) present in quantities equal to or greater than 0.1% in the product supplied, highlighting their name and CAS number.
 - Send the data sheet - MSDS in case of the product supplied contains substances that can be classified as dangerous, in accordance with the applicable law.
 - Send, upon request of Copan, the data sheet - MSDS or information sheet (IS), in case of the product supplied contains substances that can be classified as non-hazardous, in accordance with the applicable law
7. 在提供服务和生产产品时，供应商必须确保其人员遵守有关工资、供款、税收、福利和保险的法律规定，以及所有有关下属的现行立法(法律、法规和国家集体谈判协议)，半从属雇佣关系或合作和合格的工作关系，适合于所要完成的工作。 供应商还承诺适用有关职业安全、健康和环境的现行立法。

When carrying out the services and manufacturing the products, the Supplier must ensure that its personnel are in compliance with the legal provisions on salaries, contributions, tax, welfare and insurance as well as with all current legislation on subordinate (laws, regulations and national collective bargaining agreements), semi-subordinate employment relationships or collaborative and qualified work relationships suitable for the work to be performed. The Supplier also undertakes to apply the current legislation on occupational safety, health and the environment.

8. 供方承诺就供货活动、产品/服务、规格、公司组织结构和Copan的活动，以及Copan在执行其所要求的服务时可能获悉的任何其他信息。与Copan拥有的公司或工业秘密相关的保密义务将具有永久效力。特别是，供应商将采取一切必要的预防措施来保护保密，并将此义务强加于其员工和/或合作者，禁止他们滥用所接收或获得的信息。 供应商只有在法律或公共当局在履行其职能时要求并在执行法律或当局合法命令的严格必要的范围内，才可披露、沟通或以其他方式使用保密信息。在这种情况下，供应商有义务立即通知Copan。应Copan要求，供应商必须在提交要求后30天内归还和/或销毁Copan的保密材料。除非双方另有书面约定，否则供应商无权向第三方披露服务的合作主题和/或本协议本身的存在情况。

The Supplier undertakes to maintain the utmost confidentiality towards third parties in relation to the activities subject of the supply, the products/services, the Specifications, the corporate

organisational structure and the activities of Copan and any other information which it may become aware of as a result of or whilst executing the service requested by Copan. The confidentiality obligations relating to trade owned by Copan will have perpetual validity. In particular, the Supplier will take all necessary precautions to safeguard this confidentiality and will impose this obligation on its employees and/or collaborators, prohibiting them from any abuse of the information received or acquired. The Supplier may disclose or communicate or otherwise use confidential information only if this is required by law or by Public Authorities when carrying out their functions and to the extent strictly necessary to implement the law or the legitimate order of the Authority. In this case, the Supplier is obliged to immediately notify Copan of the circumstance. Upon Copan's request, the Supplier must return and/or eliminate Copan's confidential material within 30 days of submitting the request. Unless otherwise agreed in writing between the Parties, the Supplier is not authorised to make any disclosure and/or press release to third parties regarding the collaboration subject of the service and/or the existence of the agreement itself.

9. 如果由于不可抗力的原因未能及时执行这些一般条款和条件，则服务的收费将暂停，直到障碍消失。不可归于双方的事实，以及通过普通努力无法预见的导致一方或双方无法履行或过度负担的事实可能构成不可抗力（例如战争、革命、骚乱、商业运输的封锁或限制、火灾、自然灾害、罢工、停工、能源使用限制、原材料普遍缺乏或其他对生产至关重要的因素、流行病等）。一方因不可抗力而无法或发现极难提供服务的，必须立即书面通知另一方，并注明可能恢复供应/服务执行的日期。如果不可抗力的原因持续超过 60 天，则任何一方均有权以提前书面通知的形式终止本合同。Should these General Terms and Conditions not be timely executed due to reasons of force majeure, the chargeability of the services remains suspended until the impediment ceases. Facts not attributable to the Parties and not foreseeable with ordinary diligence that make the performance of one or both Parties impossible or excessively burdensome may constitute cases of force majeure (for example wars, revolutions, riots, blocks or restrictions of commercial transits, fires, natural disasters, strikes, lockouts, restrictions on the use of energy, general lack of raw materials or of other elements which are essential for production, pandemics, etc.). The Party which is unable, or which finds it extremely difficult to provide its services due to force majeure, must notify the other promptly in writing, also indicating the date on which the execution of the supply/services may, presumably, be restored. Should the causes of force majeure last for more than 60 days, either Party may terminate this Contract by a prior written notice.
10. 供应商有义务不从事任何会导致刑事责任的欺诈、资金挪用、破产犯罪、违反竞争法、授予非正当利益、贿赂或接受贿赂的犯罪行为，抵制其他由供应商的雇佣人员或第三方进行的腐败行为。如有违反，买方将有权立即退出或终止与供应商的正在进行中的交易并有权取消全部协商谈判，而供应商仍有义务遵循所有适用于其自身及其与买方商业关系的法律法规。

供应商保证和承诺其工作人员不得从事下列任何有可能影响公平交易、正当竞争的活动：

- (a) 向买方工作人员及其亲属提供、承诺或给予“酬金”、“回扣”或其他各种形式的现金或有价物品、包括有价证券、股份、礼物、购物卡、健身卡等；
- (b) 邀请买方工作人员及其亲属至任何歌舞厅、夜总会、保龄球馆或其他公共娱乐场所进行消费；
- (c) 免费或低价安排买方工作人员及其亲属旅游、度假；

买方一旦发现供应商或其工作人员参与上述违反本合同的活动，买方应当有权无条件解除与供应商签订的任何合同，且不承担任何责任。买方亦可永久性取消供应商作为买方的潜在供货商的资格。



若供应商及其工作人员违反本合同，供应商应当赔偿买方并使买方免受由于与供应商或其工作人员违约产生的或相关的任何和全部损害、损失、成本和花费（包括但不限于合理的律师费用）。

Supplier is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the supplier or other third parties. In the event of violation of the above, Copan has the right to immediately withdraw from or terminate all legal transactions existing with the Supplier and the right to cancel all negotiations. The above notwithstanding, the Supplier is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with Copan.

Supplier undertakes and covenants that its employees will not engage in any of the following activities, which might influence the fairness of transaction and fair competition:

To offer, promise or provide the employees of Copan and/or his/her relatives, in the name of "reward", "commission" or otherwise, any money or anything of value, including, negotiable securities, shares, gifts, purchasing cards, sports cards, etc.;

To invite the employees of Copan and/or his/her relatives to any Karaoke, night club, bowling or other public places of entertainment;

To arrange tourism or vacations for the employees of Copan and/or his/her relatives;

In the event Supplier or its employees engage in such activities in breach of this contract, Copan shall be entitled to terminate any signed contract with Supplier without any condition and any liability. Copan may also permanently remove Supplier from consideration as a potential supplier to Purchaser.

If Supplier or its employees breach this Contract, Supplier shall indemnify and hold Copan harmless from and in respect of any and all damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to such breach by Supplier or its employees.

- 11 如适用，供应商声明已阅读公司关于网络安全和个人数据保护的规定，并承诺遵守所有Copan集团的安全政策、程序和标准。特别是，供应商承诺在发现任何与供应物品有关的安全漏洞后不迟于24小时内通知公司联系人。

Where applicable, the Supplier declares to have read the corporate regulations on cyber-security and personal data protection and undertakes to comply with all the Copan group's security policies, procedures and standards. In particular, the Supplier undertakes to notify the company contact person of any security breach concerning the subject of the supply no later than 24 hours from the time of its detection.

12. Copan保证根据适用的隐私法规处理任何个人数据。

Copan guarantees to process any personal data according to the applicable privacy regulation.



13. 所有由本合同引起的争议，包括任何有关本合同存在、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，则任何一方均有权将相关争议提交中国国际经济贸易仲裁委员会（“仲裁委员会”）按仲裁委员会当时有效的仲裁规则（该等规则应被视为已由双方加入本条款中）进行仲裁。仲裁庭应由三（3）名仲裁员组成，本合同各方各自指定一（1）名仲裁员，第三名仲裁员将由仲裁委员会的主任指定，但该第三名仲裁员不得是中国、意大利的公民或居民。仲裁采用英语进行，仲裁地位于北京。仲裁裁决将为终局的，对双方具有约束力。败诉方将承担并支付所有的仲裁费用。

在争议解决期间，除争议事项外，双方将继续履行其在本合同项下各自的其他义务。

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall first be resolved through friendly consultation. If such dispute can not be resolved within thirty (30) days after the initiation of the consultation, either Party may submit the same to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in accordance with the Arbitration Rules of the CIETAC then being in force which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of three arbitrators of which each Party shall appoint one arbitrator and the third arbitrator shall be appointed by the Chairman of CIETAC; provided that the third arbitrator shall not be a national or citizen of the People' s Republic of China, Republic of Italy. The language of the arbitration proceedings shall be English and the arbitration procedure shall be held in Beijing. The arbitration award shall be final and binding on the Parties. The losing Party shall bear all costs and expenses of the arbitration.

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 Contract.