

GENERAL TERMS AND CONDITIONS OF PURCHASE	通用采购条款和条件
1. General Provisions	1. 一般性规定
1.1. Unless otherwise agreed in writing, all Products and/or Services including but not limited to all goods, raw materials, equipment, components, software, system and/or all kind of services etc. (hereinafter jointly referred to as “Products and/or Services”) purchased by Wacker Chemicals (China) Co., Ltd., Wacker Chemicals (Zhangjiagang) Co., Ltd., Wacker Chemicals Fumed Silica (Zhangjiagang) Co., Ltd. and Wacker Chemicals (Nanjing) Co., Ltd. and other affiliates of which more than 50 % equity is directly or indirectly owned by Wacker Chemicals (China) Co., Ltd. (hereinafter jointly referred to as “WACKER”) from any of its suppliers, contractors and vendors (hereinafter jointly referred to as “SUPPLIER”) shall be exclusively governed by these General Terms and Conditions for Purchase (hereinafter referred to as “GTC”). Other provisions, in particular SUPPLIER’s general terms and conditions shall not apply, even if WACKER has not explicitly rejected such conditions or WACKER is aware that contrary or deviating terms and conditions exist. During the cooperation between WACKER and SUPPLIER, this GTC applies to the framework agreement, purchase order and the further amendments. If any conflict between them, the framework agreement and purchase order shall prevail. 1.2. This GTC is made in both English and Chinese. For avoidance of doubt, when part of the content in this GTC is only available in one language version, the content in that language version shall also be binding. In case of discrepancies between the two language versions, the Chinese version shall prevail.	1.1. 除另有书面约定外，本通用采购条款和条件（以下简称“通用采购条件”）适用于瓦克化学（中国）有限公司、瓦克化学（张家港）有限公司、瓦克化学气相二氧化硅（张家港）有限公司、瓦克化学（南京）有限公司和其他由瓦克化学（中国）有限公司直接或间接拥有 50%以上股权的公司（以下统称为“瓦克”）向供应商、承包商和供货商（以下统称为“供应商”）采购的所有产品和/或服务（包括但不限于所有货物、原材料、设备、元件、软件、系统和/或各类服务等）（以下统称为“产品和/或服务”）。即使瓦克没有明示拒绝或瓦克知晓存在与瓦克的通用采购条件相矛盾或偏离的条款，其他条款（特别是供应商的一般条款和条件）均不适用。在瓦克和供应商合作期间，本通用采购条件适用于双方间的采购订单、采购合同以及不时的修订。如果本通用采购条件与采购订单、采购合同约定相冲突的，以采购合同和采购订单中的约定为准。 1.2. 本通用采购条件以中英文制作。避免争议，当本文的部分内容仅有单个语种内容时，该单语种内容应同样具有约束力。若两种语言版本之间存在差异，以中文版本为准。
2. Order	2. 订单
2.1. Subject to the terms and conditions hereof, WACKER will, according to its purchase need, issue the purchase contract and/or purchase orders for Products and/or Services (hereinafter jointly referred to as “Order” or “Orders”) to SUPPLIER. SUPPLIER shall reply to WACKER in writing within the required response period (if not specified, two (2) working days shall be applicable) upon receipt of the Orders. WACKER’s Orders and alterations to Orders shall be made in writing (including email, letter, fax etc.). Verbal agreements or arrangements discussed over the phone shall not be legally binding unless confirmed in writing. 2.2. The Order issued by WACKER shall be deemed to be acknowledged of and confirmed by SUPPLIER, when WACKER receives one or more of the following: (i) SUPPLIER’s written acknowledgement of the Order; and/or (ii) SUPPLIER’s invoice according to the Order issued by WACKER; and/or (iii) SUPPLIER’s delivery note according to the Order issued by WACKER. The acceptance of the Order is limited to and conditional upon acceptance by SUPPLIER of this GTC.	2.1. 按照本条款和条件，瓦克将根据其采购需求向供应商签发产品和/或服务的采购合同和/或采购订单（以下统称为“订单”）。供应商应在收到订单后于所要求的答复期限内（没有特别说明的情况下，应于两（2）个工作日内）予以书面回复。瓦克的订单以及对订单所作的改动应当采用书面形式（包括电子邮件、信件、传真等）。口头协议或者通过电话讨论的安排并无法律约束力，除非以书面形式予以确认。 2.2. 当瓦克收到下列文件的任一项或任几项时，即表明供应商对瓦克签发的订单的要求已确认并接受：（i）供应商对订单的书面确认；和/或（ii）供应商依据瓦克所下订单出具的发票；和/或（iii）供应商依据瓦克所下订单出具的交货通知单。对订单的接受是以供应商接受本通用采购条件为前提的。
3. Delivery, Price, and Payment	3. 交付、价格、付款

<p>3.1. SUPPLIER must comply with the delivery time and delivery address specified in the Order. SUPPLIER shall also provide WACKER with all documents related to the Products and/or Services including but not limited to the technical specification, quality certificate, certificate of origin, products description, operation and user manual and other documents required for use of the Products and/or Services.</p> <p>3.2. Except otherwise requested by WACKER, in the event that SUPPLIER fails to supply the Products and/or Services on time agreed in the Order, within the delay period calculated from the agreed delivery date, SUPPLIER shall pay WACKER liquidated damages for delay at 0.5 % of the total price of the Products and/or Services of the delayed Order for each day of delay. If the delay of delivery exceeds ten (10) days, WACKER has the right to refuse to take the delivered Products and/or Services and terminate the Order.</p> <p>3.3. The price stated in the Order is legally binding. Unless otherwise agreed in writing, the price includes all fees, taxes and costs, including but not limited to packing and delivery. Detailed payment requirements will be shown on the Order.</p> <p>3.4. WACKER is entitled to directly deduct or offset any money which SUPPLIER shall pay to WACKER from the payment which WACKER shall pay to SUPPLIER. For the avoidance of doubt, when there is outstanding quality problem of the Products and/or Services between the Parties, WACKER shall be entitled to withhold all the payments under the Order until the settlement of such problem.</p> <p>4. Quality, Warranty</p> <p>4.1. Quality Warranty: SUPPLIER warrants that the Products and/or Services are free from defect, meet the specifications as to quality, service requirement and description set out in the Order and any other information or instructions specified to SUPPLIER, and satisfy all applicable law and regulations, national and industrial standards.</p> <p>4.2. Warranty Period: Except other agreed in the Order, Warranty Period of Products and/or Services shall be three (3) years after WACKER accepts the delivered Products and/or Services in writing and a longer warranty period regulated by laws (if any) shall apply. During the Warranty Period, SUPPLIER shall always be liable for any quality problem of the Products and/or Services, and provide change, repair, maintenance, or other services free of charge for any quality problem. In case that WACKER suffers losses due to the quality problem of the Products and/or Services during the Warranty Period, SUPPLIER shall compensate WACKER.</p> <p>4.3. Release from Claims of Third Parties: SUPPLIER warrants that the delivered Products and/or Services are free of any title defect and third party's right of claim, including but not limited to ownership and intellectual property rights. With regard to the Products and/or Services provided by SUPPLIER, SUPPLIER shall indemnify and hold WACKER free and harmless from and against any and all claims based on infringements upon third party's rights. SUPPLIER shall be liable for WACKER's losses, including but not limited to</p>	<p>3.1. 供应商必须遵守订单中明确规定的交付时间和交货地址。供应商还应向瓦克交付产品和/或服务相关的所有文件，包括但不限于技术规格书、合格证、原产地证、产品说明书、操作手册、用户说明书和其他使用产品和/或服务所需的文件等。</p> <p>3.2. 除非瓦克另行要求，如果产品和/或服务的交付迟于订单所约定的交付日期，自约定的交付日期起计算的延误期内，供应商应当每天按延迟订单产品和/或服务总价款 0.5 %的比例向瓦克支付延迟违约金。如果产品和/或服务是在约定的交付日期过后超过十（10）天才交付的，则瓦克可拒绝接受交付的产品和/或服务并解除订单。</p> <p>3.3. 订单载明的价款具有法律约束力。除非另行书面约定，价款应包含全部的费用、税费及开支，包括但不限于包装及运输。详细的支付条款见订单。</p> <p>3.4. 瓦克有权直接从应支付给供应商的货款中扣除或抵销任何供应商应支付给瓦克的费用。为避免异议，当双方之间的产品和/或服务质量问题未解决前，瓦克有权暂停订单项下的所有付款。</p> <p>4. 质量、质保</p> <p>4.1. 质量保证：供应商保证产品和/或服务的质量不存在缺陷，符合订单中有关质量、服务要求和描述的规定、明确告知供应商的任何其它信息或说明，并且符合所有适用的法律法规、国家标准和行业标准。</p> <p>4.2. 质保期：除非双方订单中另有约定，质保期为瓦克书面确认接受产品和/或服务之日起三（3）年，并且法定的更长期限（如有）将优先适用。在产品和/或服务的质保期内，供应商应始终对产品和/或服务的质量负责，并且应当免费提供因产品和/或服务质量问题所需的更换、维修、保养等服务。如果瓦克因质保期内产品和/或服务的质量问题而遭受损失的，供应商应予以赔偿。</p> <p>4.3. 避免侵犯第三方权利：供应商所提供的产品和/或服务无任何权利瑕疵且不受任何第三方的权利追索，前述权利包括但不限于所有权、知识产权。就供应商向瓦克提供的产品和/或服务，对于第三方因权利遭到侵犯而提出的任何索赔，供应商应当保护瓦克免受损害。如果瓦克因此遭受损失，供应商应赔偿瓦克，包括但不限于瓦克的损失、争议解决费用、律师费等。</p>
---	---

<p>WACKER's losses, dispute resolution cost, lawyer's cost etc., if WACKER suffers losses in consequence.</p> <p>5. Liabilities, Claims of Defect</p> <p>5.1. When Products and/or Services fail to conform to the Order, WACKER may at its sole discretion and at SUPPLIER's risks and costs, choose to exercise any one or more of the following options. WACKER shall send notice to SUPPLIER on such non-conforming Products and/or Services and notify SUPPLIER of the option WACKER chooses.</p> <p>a) reject the Products and/or Services, and SUPPLIER shall be responsible to take back such rejected Products and/or Services; and/or</p> <p>b) require SUPPLIER to replace the rejected Products and/or Services with Products and/or Services which conform to the Order within the period required by WACKER, provided that WACKER agrees on such replacement; and/or</p> <p>c) reject Products and/or Services and terminate the Order.</p> <p>5.2. If SUPPLIER fails to replace the defective Products and/or Services within the period required by WACKER, WACKER has the right to terminate the Order and purchase replacement Products and/or Services from other sources. The money paid by WACKER to SUPPLIER in respect of the defective Products and/or Services (if any), together with any additional expenditure and the price differences reasonably incurred by WACKER in obtaining replacement Products and/or Services, shall be paid by SUPPLIER.</p> <p>5.3. SUPPLIER shall compensate all losses and costs suffered by WACKER due to the nonconforming Products and/or Services of SUPPLIER or SUPPLIER's breach of the Order and this GTC.</p> <p>6. Force Majeure</p> <p>6.1. "Force Majeure" refers to all events occurring after the signing of the Order, which are beyond the reasonable control of the Parties, are unforeseeable, unavoidable and insurmountable and which prevent the total or partial performance of the obligations by a Party, including but not limited to, earthquake, natural disasters, volcano burst, war, riots, epidemic, pandemic etc..</p> <p>6.2. In the case of Force Majeure, the Party claiming Force Majeure shall immediately notify the other Party in writing of the occurrence, nature and seriousness of such event and effect on its obligation performance and provide evidence thereof. The obligations of the Parties shall be suspended for the duration of Force Majeure to the extent that his obligations are affected by such Force Majeure. The Order shall be automatically extended by a period equal to the duration of the Force Majeure but the aggregate of such periods of extension shall not exceed three (3) months in total. If the Force Majeure continues for more than three (3) months, either Party may immediately terminate the Order in writing.</p> <p>6.3. The Party claiming Force Majeure shall use all reasonable efforts to overcome the Force Majeure and/or minimize the effect or consequences of the Force Majeure. During the period of the Force Majeure,</p>	<p>5. 责任、瑕疵索赔</p> <p>5.1. 当产品和/或服务不符合订单要求， 瓦克有权自行决定采取以下一项或多项措施， 所有由此产生的风险和费用由供应商承担。 瓦克应当向供应商发出通知， 明确告知该产品和/或服务存在缺陷以及瓦克所要求采取的行动。</p> <p>a) 瓦克选择拒绝接受产品和/或服务的， 供应商应自行取回产品和/或服务； 和/或</p> <p>b) 瓦克同意更换产品和/或服务的， 供应商应在瓦克要求的期限内将拒绝接受的产品和/或服务更换为在各方面均符合订单要求的产品和/或服务； 和/或</p> <p>c) 瓦克有权拒绝接受产品和/或服务并解除订单。</p> <p>5.2. 若供应商未能在瓦克要求的期限内更换瑕疵产品和/或服务的， 瓦克有权解除订单并从其他渠道采购替代产品和/或服务。 对于瓦克已经向供应商支付的瑕疵产品和/或服务的所有款项（如有）以及瓦克在获得替代产品和/或服务的过程中发生的合理费用及价差， 均应当由供应商向瓦克支付。</p> <p>5.3. 就瓦克因供应商交付的产品和/或服务不符合订单要求或因供应商违反订单、 本通用采购条件的约定而遭受的所有损失和费用， 供应商应予以赔偿。</p> <p>6. 不可抗力</p> <p>6.1. “不可抗力”系指订单签署之后发生的超出双方合理控制、 不能预见、 不可避免、 不可克服并且阻碍一方全部或部分履行义务的所有事件， 包括但不限于地震、 自然灾害、 火山爆发， 战争、 动乱、 疫情、 流行病等。</p> <p>6.2. 如果发生不可抗力， 宣称发生不可抗力的一方应立即书面通知另外一方该不可抗力的发生、 性质、 严重程度及对其义务的影响， 并提供证据。 其义务受不可抗力发生影响的范围内， 双方的义务在发生不可抗力期间都应暂停履行。 订单并应自动延长， 延长期与不可抗力的持续期相等， 但延长期合计不得超过三（3）个月。 如果此不可抗力事件持续三（3）个月以上， 一方可以书面形式立即终止双方间的订单。</p> <p>6.3. 宣称发生不可抗力的一方应尽一切合理努力克服不可抗力和/或将不可抗力的影响或后果减到最小。 在不可抗力事件持续期间， 供应商应当采取所有必要的措施加快产品和/或服务的交付。</p>
---	---

<p>SUPPLIER shall take all necessary measures to fasten the delivery of Products and/or Services.</p>	
<p>7. Assignment for Work Results, Property in Documents, Release from Claims of Third Parties</p>	<p>7. 工作成果的转让、文件的产权、避免侵犯第三方权利</p>
<p>7.1. SUPPLIER herewith irrevocably assigns the exclusive, unlimited, and royalty-free rights in all work results emerging under the Order to WACKER.</p>	<p>7.1. 供应商将与订单相关的所有工作成果的权利不可逆地转让给瓦克，该权利是排他的、无限制的、免转让费的。</p>
<p>7.2. If such work results including compiled plans, documents, data and software programs, are protected by copyrights, WACKER shall have the exclusive right, which is unlimited as to time and place and royalty-free and transferable only by WACKER, to use these as it wishes, in unmodified or modified form, for all types of utilization (in particular to copy, process, modify and complete them), and to grant third parties corresponding rights of use for all types of utilization - at its own sole and free discretion.</p>	<p>7.2. 如果这些工作成果是由著作权保护的（包括汇编的设计图、文件、数据和软件程序），则瓦克应当拥有排他的权利。该排他的权利不限于时间和地点，是免许可费的，且仅可以由瓦克转让。瓦克可以按其意愿，以未经修改或修改的方式，实施任何方式的利用（特别是复制、实施、修改和完成）。并且瓦克可按其意愿自由决定，是否需要授予第三方相应的权利以实施任何方式的利用。</p>
<p>7.3. If such work results are inventions, only WACKER shall be entitled - at its own sole and free discretion - to apply for registration of intellectual property rights in its own name or in the name of a company within the Wacker Chemie AG group. SUPPLIER shall make every endeavor to support WACKER in this matter. The costs of application, obtaining, maintenance and defense of such property rights shall be borne exclusively by WACKER.</p>	<p>7.3. 如果该工作成果是发明创造，仅瓦克应当拥有将其申请/登记为知识产权的权利，瓦克可按其意愿自由决定，使用其公司名或以瓦克化学股份公司集团中任一公司的名称。针对此事，供应商应当尽所有努力来支持瓦克。申请、登记获得、维持以及保护该产权的后继程序的费用仅由瓦克承担。</p>
<p>7.4. All work results, including compiled plans, documents, data and software programs shall automatically become WACKER's sole property upon their origination, and shall be handed over to WACKER at the latest upon completion of the corresponding individual order, without the requirement of a corresponding request by WACKER.</p>	<p>7.4. 包括汇编的设计图、文件、数据和软件程序在内的所有工作成果，自其来源起应当自动的完全的成为瓦克权利，且最迟应当在每一任务完成时提交给瓦克，且不需要瓦克提出相应地要求。</p>
<p>7.5. With regard to the utilization of the work results emerging hereunder, SUPPLIER shall hold WACKER harmless from and against any and all claims based on infringements upon third party's intellectual property rights. If intellectual property rights which are owned or controlled by SUPPLIER prior to the effective date of the Order are required for the utilization of the work results emerging hereunder, WACKER and the companies within the Wacker Chemie AG group shall be granted transferable and royalty-free rights of use in such property rights. SUPPLIER shall immediately inform WACKER on any such property rights in writing.</p>	<p>7.5. 鉴于对工作成果利用，供应商应当保证瓦克不受第三方知识产权的侵害且不侵犯第三方知识产权。在订单生效日之前，如果供应商已拥有或控制该知识产权，而瓦克需要在工作结果中利用该知识产权，瓦克和瓦克化学股份公司集团中的公司，应当被授予可分许可的/可转让、免许可费的使用该产权的权利。如果有这样的权利存在，供应商应当立即书面通知。</p>
<p>8. Confidentiality</p>	<p>8. 保密</p>
<p>8.1. SUPPLIER shall keep the content of the contract and Orde between the Parties and the information exchanged in connection with the negotiation, establishment, execution, and performance of the Order confidential. SUPPLIER shall also impose this obligation upon his employees, legal representatives. SUPPLIER shall be liable for any breach of the provisions of this GTC by his employees or legal representatives.</p>	<p>8.1. 供应商应对双方间的合同和订单的内容以及在磋商、达成、签署、履行本订单过程中获得的信息保密。供应商还应当使其员工、法定代表遵守本项义务。如果供应商的员工或法定代表违反本通用采购条件的规定，则供应商应对此违约承担责任。</p>
<p>8.2. In addition to above Article, "Confidential Information" shall include, but not be limited to, the contract, Order and its terms and conditions, any commercially valuable, proprietary and confidential information and trade secrets with respect to the business of the Party disclosing such information or its affiliates, including their intellectual</p>	<p>8.2. 除上述条款的约定外，“保密信息”应包括但不限于：合同、订单及其条款，与披露该信息的一方或其关联公司的业务有关的任何具有商业价值的，专有且机密的信息和商业秘密，包括知识产权、商业计划、策略、商业秘密和运营策略等。</p>

<p>property, business plans, strategies, trade secrets and operating strategies.</p> <p>8.3. Without the express written consent of WACKER, SUPPLIER shall not disclose any Confidential Information to any third party, and shall not use any Confidential Information about WACKER or WACKER's business obtained from WACKER for any purpose not directly related to the performance of its obligations under the Order, and shall not exploit Confidential Information directly or indirectly, in whole or in part, in any form whatsoever, for any other purposes, including the obtaining of intellectual property rights. SUPPLIER shall immediately return or destroy all embodiments of the received Confidential Information, including but not limited to records, data media, product samples or other documents in any form, including any electronic (with respect to electronic files, deleted to the extent reasonable practicable), paper or otherwise embodied copies at WACKER's request which may be made at any time. Complete return or destruction shall be confirmed in writing by SUPPLIER. The above shall not apply to one embodiment of the received Confidential Information, for the sole purpose of proof of receipt or back-up copies of electronic data routinely prepared but only for the time for which such back-up copies are normally retained.</p> <p>8.4. For the purpose of the Order, WACKER may grant to SUPPLIER the right to access WACKER's properties/plants/areas solely to the extent of necessity. SUPPLIER shall NOT take photos, video and audio recordings or any other means, otherwise it shall be deemed as infringement of WACKER's Confidential Information and violation of the Order.</p> <p>8.5. Without WACKER's prior written approval, SUPPLIER shall NOT make public statements or issue publicity or press releases with regard to the Order or the relationship between WACKER and SUPPLIER, or publish or use any pictures, videos, advertising, press releases or other publicity which contains WACKER's name, logo, trademarks or service marks. If SUPPLIER would like to obtain, spread or publish any information, pictures, videos or any other materials in relation with WACKER (even though such materials contain SUPPLIER's related information), SUPPLIER shall, to avoid infringement of WACKER's Confidential Information, contact with WACKER and make applications. WACKER may give authorization upon assessment.</p> <p>8.6. If SUPPLIER breaches this provision, SUPPLIER shall pay WACKER liquidated damages at 10% of the annual total transaction value between WACKER and SUPPLIER. If WACKER suffers any losses due to such infringements, SUPPLIER shall be liable for WACKER's losses, including but not limited to WACKER's losses, claims by third parties, dispute resolution cost, lawyer cost. WACKER may also seek relief, including injunction and specific performance, as a remedy.</p> <p>8.7. The provisions of this section shall survive the expiry or any termination of the Order.</p>	<p>8.3. 未经瓦克明确的书面同意，供应商均不得向任何第三方披露任何保密信息，也不得将从瓦克获得的任何与瓦克或瓦克的任何业务有关的保密信息用于与履行订单项下义务无直接关联的任何目的，也不得对保密信息进行开发，无论是以直接或者间接的方式，以任何形式，为任何其它目的，包括不会将该保密信息用于获取知识产权。当瓦克要求时（且瓦克可随时提出该等要求），供应商应当立即交还或销毁收到保密信息的所有实施形式，包括但不限于：复制件，数据介质，样品或者其他形式的文件，包括任何电子件（在合理可行地范围内删除电子文档）、纸件或其它形式。供应商应当书面确认完全交还或者销毁相关信息。如果所获得之保密信息的某一份副本仅用作惯常置备的收件证明或备份文件，则前述规定不适用于该等信息副本，但前提是该等备份文件必须是通常予以保存的备份文件。</p> <p>8.4. 为履行双方订单之目的，瓦克可授予供应商在有必要的情况下，有权进入瓦克的场所/工厂/区域。供应商不得以拍照、录像、录音或其他任何形式进行记录，否则一律视为对瓦克保密信息的侵犯，并构成违约。</p> <p>8.5. 未经瓦克的事先书面同意，供应商不得就订单或双方的关系发表公开声明或发布宣传或新闻稿，亦不得发布或使用任何含有瓦克名称、标识、商标或服务标志的图片、视频、广告、新闻稿或其他宣传材料。如供应商有意向获得、传播或发布与瓦克相关的任何信息、图片、视频或其他任何与瓦克有关的资料（即使此类资料中包含供应商自身相关信息），为避免对瓦克的保密信息造成侵犯，供应商仍应当与瓦克联系并提出申请。经瓦克评估后可以授予。</p> <p>8.6. 如供应商违反本条款之约定，应向瓦克支付双方年度交易总金额 10% 的违约金。违约金不足以偿付瓦克所遭受的损失，供应商应当赔偿瓦克的损失（包括但不限于：瓦克的损失、遭受第三方索赔、争议解决费用、律师费等）。瓦克还可以寻求包括禁制令和实际履行在内的救济作为补救措施。</p> <p>8.7. 本条内容在订单解除或终止后仍有效。</p>
<p>9. Export Control, Compliance</p> <p>9.1. SUPPLIER is obliged to provide WACKER with information on the export control classification and</p>	<p>9. 出口管制、合规</p> <p>9.1. 供应商有义务向瓦克提供涉及即将向瓦克供应的产品和/或服务 (包括其随附或包含的任何货物、软件、数据或技术)相关的出口管制分类及限制 (如有) 的信</p>

<p>restrictions (if any) of the Products and/or Services, including any goods, software, data or technology associated therewith or contained therein, to be supplied by SUPPLIER. All relevant export control laws and regulations applicable must be observed. The purchase of Products and/or Services is subject to the condition that no obstacles due to any applicable national or international export control laws and regulations. WACKER shall be entitled to terminate the purchase with or without notice if such termination is necessary for compliance with such applicable export control laws and regulations. WACKER shall not be liable for such termination.</p> <p>9.2. SUPPLIER is obliged to comply with the principles formulated by the UN initiative “the Global Compact” and by the chemical industry’s ResponsibleCare® initiative. SUPPLIER shall comply with WACKER’s Supplier Code of Conduct, which can be found at https://www.wacker.com/cms/media/asset/about_wacker/procurement_and_logistics_1/suppliers/supplier_code_of_conduct_en_cn.pdf. SUPPLIER shall in accordance with the requirement of WACKER participate in the site audit and assessment and provide with the documents and certificate to prove compliance of WACKER’s Supplier Code of Conduct, which include but not limited to the certificates of origin, transportation documents of Products and/or Services etc.. Furthermore, SUPPLIER shall comply with the applicable Chinese Anti-unfair Competition Law, Anti-corruption regulations, the internationally accepted compliance standards and such specific laws as U.K. Bribery Act and U.S. Foreign Corrupt Practices Act of 1977. SUPPLIER does not sell and deliver raw materials containing “conflict minerals” as defined in section 1502(e)(4) of H.R. 4173, of the Wall Street Reform and Consumer Protection Act.</p> <p>9.3. SUPPLIER shall, comply with all the applicable laws, regulations and rules, and keep its employment and labor activity in compliance and carry out its legitimate responsibilities and obligations, including but not limited to: sign written labor contract, pay its employees, labor workers and service workers salary and/or remuneration in the full amount and on time, keep the relevant payment evidence and record, pay social insurance premiums and provident funds for its employees, labor workers and service workers in full amount and on time, provide necessary labor protection, working condition and occupational hazard protection for its employees, labor workers and service workers, procure that its employees, labor workers and service workers have the right to enjoy the work-related injury insurance benefits and other related benefits, where the afore-mentioned person is injured from an accident or suffers from an occupational disease due to his or her work. During such case, SUPPLIER shall actively file the application for the determination of the work-related injury and handle all the relevant issues. WACKER shall be entitled but not obliged to audit the employment and labor compliance of SUPPLIER to the extent that such employment and labor issue related to the services provided for WACKER. SUPPLIER shall provide cooperation during such audit by WACKER.</p> <p>9.4. WACKER has launched a groupwide compliance Whistleblower System to support the reinforcement of WACKER’s long-standing commitment to laws and</p>	<p>息。所有适用的出口管制法律法规必须被遵守。产品和/或服务采购的前提是任何所适用的国家或国际出口管制法律法规均对此无障碍限制。如有必要，为遵守相关出口管制法律法规的要求，瓦克有权在发出或不发出通知的情况下直接终止采购。瓦克不对此类终止承担责任。</p> <p>9.2. 供应商应遵守联合国全球契约（Global Compact）和化工行业责任关怀（Responsible Care®）倡议的基本原则。供应商应遵守瓦克供应商行为准则（见 https://www.wacker.com/cms/media/asset/about_wacker/procurement_and_logistics_1/suppliers/supplier_code_of_conduct_en_cn.pdf）。供应商应根据瓦克要求参与现场审计和评估，提供用于证明遵守了供应商行为准则的所需的文件和证书（包括但不限于产品和/或服务的原产地证明、运输文件等）。此外，供应商应遵守适用的中国反不正当竞争法、反商业贿赂的法规、国际公认的合规标准和具体的法律，例如英国《反贿赂法》和 1977 年美国《反海外腐败法》。供应商出售和交付的原材料中不含有“华尔街改革与消费者保护法案”（H.R. 4173）第 1502(e)(4)条规定的“冲突矿产”。</p> <p>9.3. 供应商应遵守所有适用的法律、法规和规定，规范其自身的用人和用工行为，履行其法定的义务和责任，包括但不限于：签订书面劳动合同、按时足额发放其员工、劳动人员、服务人员的工资和/或报酬，保留好工资/报酬的支付凭证和发放记录、依法为其员工、劳动人员、服务人员按时、足额缴纳社保和公积金、为其员工、劳动人员、服务人员提供应有的劳动保护、劳动条件和职业危害防护、在其员工、劳动人员、服务人员因工作遭受事故伤害或患职业病时，供应商应保障前述人员依法享受各项工伤保险及相关待遇，供应商应作为申请主体积极主动处理工伤认定等所有事宜。瓦克有权但无义务对供应商与合同项下服务有关的劳动法和用工行为的合规情况进行审核，供应商应配合瓦克的审核。</p> <p>9.4. 瓦克建立了集团合规汇报系统（Whistleblower System），以实现瓦克遵守法律和商业道德的长期承诺。如果出现任何有悖于法律和商业道德的情形，瓦克的业务伙伴可以通过 www.wacker.com 查询并进入合规汇报系统。举报人可以以匿名方式提交报告，同时，可通过在报告结束时设置保密信箱，接收关于处理过程状态的反馈信息，以及回答有关报告的问题。</p> <p>9.5. 在履行订单过程中，瓦克和供应商之间也会涉及个人信息的交换。供应商应遵守适用的个人信息保护相关的法律法规（尤其是网络安全法、个人信息保护法的规定）按照约定处理个人信息，就接触到的瓦克的个人信息严格保密，采取一切适当的技术和组织措施，以防止第三方未经授权访问或非法处理。除非是为了</p>
---	--

<p>ethical business conduct. If there is any violation of laws or ethical business conducts, WACKER's business partners can find and access to the Whistleblower System in www.wacker.com. The report can be submitted anonymously and at the same time the reporter can receive feedback on the processing status and answer questions about the report by setting up a secured postbox at the end of the reporting process.</p> <p>9.5. Within the performance of the Order, personal data is also exchanged between WACKER and SUPPLIER. SUPPLIER shall comply with the statutory laws and regulations on personal data protection, in particular the Cybersecurity Law and Personal Information Protection Law, to handle the personal information, treat personal information confidentially and take suitable technical and organizational measures to protect it from unauthorized access or illegal processing by third parties. Any disclosure of personal data to third parties shall require WACKER's prior written consent unless this is absolutely necessary for the execution of the Order or unless SUPPLIER is under a corresponding legal obligation to do so. If SUPPLIER processes personal data for WACKER as part of the commissioned service, SUPPLIER shall additionally conclude an agreement with WACKER on data protection. SUPPLIER consents that WACKER may collect, handle, use, amend, store, delete and share with mother company or affiliates of WACKER the personal information (inclusive name, title, telephone number, and email etc.) of the employees of SUPPLIER who are responsible for contact with WACKER in the process of business cooperation with SUPPLIER for the purpose of performance of the Order and contract management.</p> <p>9.6. Any breach of this article by SUPPLIER shall be regarded as a material breach of the Order and WACKER is then entitled to terminate the Order with immediate effect. Any loss of WACKER due to such breach by SUPPLIER, WACKER is entitled to further make claim against SUPPLIER.</p> <p>10. EHSS Rules, Subcontracting, Miscellaneous</p> <p>10.1. Except otherwise requested by WACKER, SUPPLIER is obliged to take out suitable insurances (inclusive product liability insurance, public liability insurance etc.) against risks resulting from the Order or delivered Products and/or Services and/or services with the coverage of risks including but not limited to environmental pollution, personal injury and property damage and the damages suffered by WACKER and third parties. SUPPLIER shall, upon request from WACKER, provide WACKER with the related proof of such insurance coverage including but not limited to the insurance policy and insurance certificate.</p> <p>10.2. When delivering Products and/or Services to WACKER site(s) or other place(s) appointed by WACKER, including but not limited to conducting on-site services, or entering into WACKER area(s) for whatever purposes, SUPPLIER shall strictly abide by WACKER EHSS (Environment Protection, Health, Safety and Security) rules of corresponding site(s) and/or place(s). If necessary and applicable, WACKER EHSS Rules form a part of the Order.</p>	<p>履行订单所必需的或除非供应商为了履行法律规定的义务, 否则未经瓦克提前书面同意, 供应商不得向任何第三方披露个人数据。如果供应商为瓦克处理个人数据的, 双方应另行签署数据保护协议。供应商同意瓦克在和供应商合作过程中, 为了履行订单和合同管理目的, 可以收集、处理、使用、修改、存储、删除并于瓦克母公司或关联公司共享供应商负责跟瓦克联系的员工的个人信息(包括姓名、电话、职位、邮箱等)。</p> <p>9.6. 供应商有任何违反本条内容的情形, 将被视为供应商的严重违约行为, 瓦克有权立即终止订单。如果因供应商的该等违约造成瓦克损失的, 瓦克将进一步向供应商要求赔偿。</p> <p>10. 保险、EHSS 准则、分包、其他</p> <p>10.1. 除非瓦克另行要求, 供应商有义务就因订单或交付的产品和/或服务而产生的风险购买合适的保险(包括产品责任险、公众责任险等), 覆盖的风险包括但不限于: 环境污染、人身伤害、财产损失、给瓦克以及第三方造成的损害。一经瓦克要求, 供应商应当向瓦克提供相应的保险单据, 包括但不限于保险合同、保险凭证。</p> <p>10.2. 供应商在送货到瓦克生产基地或其他指定场地时, 包括但不限于提供现场服务或因其他任何目的进入瓦克区域, 均应当严格遵守瓦克 EHSS(环保、健康、安全、安保)准则。如必需且适用, 瓦克 EHSS 准则构成订单的组成部分。</p> <p>10.3. 未经瓦克事先书面批准, 供应商不得使用任何分包商或外包商来提供任何产品和/或服务。供应商需监督管理分包商或外包商, 有义务确保分包商或外包商的服务质量。供应商如使用任何分包商或外包商提供订单项下的产品和/或服务, 应确保该等分包商或外包商具有所必需的资格、执照、批准、许可等。供应商的分包商或外包商在提供订单项下产品和/或服务时的任何违法或违反订单而引起的损失, 供应商仍应向瓦克承担责任。</p> <p>10.4. 如果本通用采购条件的任何规定被发现全部或部分失效、无效或不可强制执行, 本通用采购条件的其它条款应不受影响或无效, 前提是本通用采购条件的履行未全部或实质性受到影响。在该等情况下, 双方应尽量以能使双方原来意图生效的新条款更换该等条款。改动和修改订单和本通用采购条件须采用书面形式方才有效。</p>
--	--

10.3. SUPPLIER shall not use any subcontractor or any outsourcing supplier to supply any Products and/or Services without prior written approval of WACKER. SUPPLIER shall monitor and manage on subcontractor and outsourcing supplier and has obligation to make sure subcontractor and outsourcing supplier's service level. If any subcontractor or outsourcing supplier is engaged in providing Products and/or Services under the Order, SUPPLIER shall make sure that such subcontractor or outsourcing supplier has obtained all the necessary qualifications, licenses, approvals and permits etc., SUPPLIER shall still be liable to WACKER for the losses incurred due to violation of laws or the provisions of the Order by its subcontractor or outsourcing supplier in providing Products and/or Services under the Order.

10.4. If any provisions of this GTC in whole or in part should be found invalid, void or unenforceable, the remaining provisions of this GTC shall not be affected or invalid, provided that the performance of this GTC is not wholly or substantially affected. In this event, the Parties shall endeavor to replace such provisions by new provisions which shall render enforceable the original intention of the Parties. Modifications of, and amendments to the Order and this GTC must be in writing in order to be effective.

11. Applicable Law, Disputes Resolution

Unless otherwise agreed, this GTC and the Order between WACKER and SUPPLIER is exclusively governed by and construed in accordance with the laws of the People's Republic of China. The application of the 1980 United Nations convention on Contracts for the International Sale of Products is expressly excluded. Except other agreed, any dispute arising from or in connection with this GTC, the Order, Products and/or Services shall be submitted to the People's Court of WACKER's domicile for litigation.

-END-

11. 适用法律、争议解决

除双方另有约定外，本通用采购条件以及涉及的订单仅适用中华人民共和国法律并按照该等法律予以解释。1980年联合国国际货物销售合同公约明示排除适用。如因本通用采购条件、订单、产品和/或服务而发生任何争议，应提交瓦克住所地的人民法院诉讼解决。

-结束-