

STANDARD TERMS AND CONDITIONS OF PURCHASE FOR SERVICES

服务采购标准条款和条件

(Effective as of January 1, 2019)

(2019 年 1 月 1 日起生效)

1. APPLICATION: These Standard Terms and Conditions of Purchase for Services ("Ts & Cs") are part of and apply to the Contract (as defined herein) between BUYER and SUPPLIER for the provision of services by SUPPLIER to BUYER, which is comprised of (i) a purchase order issued by Buyer ("Purchase Order"), (ii) a separate written agreement or contract between BUYER and SUPPLIER, and/or (iii) these Ts & Cs (collectively, the "Contract"). In the event of any conflict or inconsistency among the terms and conditions in the Contract, such conflict or inconsistency shall be resolved by giving precedence to the terms in the separate agreement or contract, the Purchase Order and the terms and conditions set forth herein, in such order. Otherwise, the Contract shall apply to the provision of Services (as defined herein) by Supplier.

适用: 本服务采购的标准条款和条件（“条款”）是买方和供应商之间有关供应商向买方提供服务的合同（如本文所定义）的一部分并对其适用，合同由以下内容组成（i）买方发出的采购订单（“采购订单”）；（ii）买方与供应商之间单独的书面协议或合同，和/或（iii）条款（合称为“合同”）。如果合同中的条款和条件存有任何冲突或不一致，则应按以下顺序解决此类冲突或不一致：优先适用单独的协议或合同，其次为采购订单、再次为本文中规定的条款和条件。否则，合同应适用于供应商提供的服务。

2. SCOPE OF SERVICES: SUPPLIER, as promptly and as economically as practicable, shall procure, order and furnish all of the required materials (except those materials, if any, which shall be provided by BUYER as specified in the Contract), labor and equipment necessary to perform the services called for and described in the Contract, including, without limitation, work, labor, equipment and materials as required for the performance of the Contract ("Services"). If the provision of Services by SUPPLIER to BUYER under the Contract also includes the supply of goods by SUPPLIER to BUYER, The Lubrizol Corporation's Standard Terms and Conditions of Purchase for Goods in effect for the region in which BUYER is located, which are located at www.lubrizol.com/supplier-terms, will apply to the supply of such goods to the extent not inconsistent with the terms of the Contract.

服务范围: 供应商应以及时以及经济上可行的方式，采购、订购和提供执行服务所必需的以及合同规定的所有材料（不包括合同中另行约定由买方提供的那些材料，如有）、人力和设备，包括但不限于执行本合同所需要的工作、人力、设备和材料（“服务”）。如果供应商根据合同向买方提供的服务还包括供应商向买方供应货物的，路博润公司在买方所在地生效的货物采购标准条款和条件（详见于 www.lubrizol.com/supplier-terms）将在不违反本合同条款的范围内适用于此类货物的供应。

3. PRICES; TERMS OF PAYMENT: The terms of the Contract (the "Terms") apply to all Services rendered in connection therewith. BUYER shall have no obligation to honor invoices for Services at any increased price unless such increase shall have been confirmed in writing by BUYER to SUPPLIER. No charges or surcharges of any kind not stated in the Contract shall be allowed unless specifically agreed to in advance by BUYER in writing. All payments are made conditional upon acceptance by BUYER of the Services called for under the Contract and shall be subject to adjustment for failure of SUPPLIER to meet the requirements of the Contract.

价格，支付条款: 合同的条款（“条款”）适用于与之相关的所有服务。买方无义务接受任何服务价格增加的发票，除非买方已通过书面形式向供应商确认该等加价。除非买方事先以书面形式特别同意，合同中不允许有未列明的任何收费或额外费用。所有付款的支付均以买方接受合同项下的服务为前提条件，当供应商未能符合合同要求时，该等付款应调整。

4. EXCUSABLE DELAY FOR NONPERFORMANCE: The Services to be performed under the Contract by SUPPLIER shall be commenced immediately and shall be completed in accordance with the specifications set forth in the Contract on or before the date set forth in the Contract. BUYER may delay performance for causes or events beyond BUYER's reasonable control. BUYER shall be responsible only for SUPPLIER's direct additional costs resulting from delaying performance under the Contract at BUYER's request. In the event that causes or events beyond SUPPLIER's reasonable control and without its fault, negligence or willful misconduct prevent SUPPLIER from performing its obligations under the Contract, such obligations shall be suspended, subject to the condition that **TIME IS OF THE ESSENCE**. Any extension for a period of seven (7) days or more shall be valid only if the same is in writing signed by BUYER. Should SUPPLIER fail to comply with BUYER's performance or delivery schedule, or otherwise fail to comply with its obligations under the Contract, BUYER may, while such excusable delay is pending, obtain alternative Services from another supplier or terminate the Contract without liability. If the failure to perform is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both SUPPLIER and the subcontractor and without the fault, negligence or willful misconduct of either of them, SUPPLIER shall not be liable for any delay or failure to perform unless the Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit SUPPLIER to meet the required delivery schedule.

可免责的迟延履行: 合同项下供应商将要提供的服务应根据合同的规定立即开始且在合同设定的日期或之前完成。买方可以因为超出买方合理控制的原因或事件延迟执行。买方仅对供应商应买方要求而迟延履行合同所承担的直接额外费用负责。如因超出供应商合理控制且非其过错、疏忽或故意的不当行为所致的原因或事件阻碍供应商履行其在合同项下的义务，该等义务应当暂停，**但是应本着时间是最重要的这一原则进行**。任何七（7）天或七（7）天以上期限的延长只有在买方以书面形式确认时才是有效的。如果供应商未能遵守买方的履约要求或交付时间表，或未能遵守其在合同项下义务，在该等可免责延迟仍悬而未决，买方可以从另一个供应商处获得替代服务，或者终止合同而不承担任何责任。

如果因分包商违约而未能履行合同，且该等违约是因超出供应商和分包商控制、且非双方过错、疏忽或故意的不当行为所致，则供应商不必为任何迟延履行或不履行承担责任，但供应商有充足时间能从其它来源处获得分包商供货或服务从而满足规定交付时间表的情形除外。

5. REPRESENTATIONS AND WARRANTIES: SUPPLIER expressly represents and warrants that all Services provided under the Contract shall: (i) be performed in a good and workmanlike manner; (ii) conform to industry standards; (iii) conform in all respects to the specifications, drawings, samples and other descriptions upon which the Contract is based; (iv) be merchantable; (v) be free from any defects in material, design or workmanship; (vi) not infringe the rights of any third party (whether in patent, trademark, copyright, mask work, trade secret, or any unfair competition right); and (vii) be performed to BUYER's reasonable satisfaction. SUPPLIER further represents and warrants that no law, rule, regulation, ordinance, code or executive order of any kind and nature now or hereafter in effect promulgated by any federal, state, county or local government, or any other government (domestic or foreign) or any other governmental agency (domestic or foreign) (collectively, the "Laws") has been violated in the performance of the Services. SUPPLIER agrees that the foregoing warranties shall survive delivery, acceptance, inspection, test, use of and payment for, the Services provided under the Contract and shall inure to the benefit of BUYER and its customers.

陈述和保证: 供应商明确表示和保证合同项下提供的所有服务应: (i) 工艺优良; (ii) 符合行业标准; (iii) 在所有方面均符合合同所依据的规格、图纸、样品和其它描述; (iv) 是适于销售的; (v) 在材料、设计和工艺上不存在缺陷; (vi) 不侵犯第三方的权利(专利权、商标、版权、集成电路布图设计、商业秘密、或任何不正当竞争权); (vii) 应达到买方的合理满意程度。供应商进一步表示和保证: 提供的服务没有违反联邦、州、县政府或当地政府, 或任何其它政府(国内或国外)颁布的任何种类和性质的、现行或将来的生效法律、法规、规章、条例、规范或行政命令(合称为“法律”)。供应商同意, 上述保证应在合同提供的服务的交付、接受、检查、测试、使用和付款完成后仍继续有效, 并应完全符合买方和其客户的利益。

6. PATENT LICENSE: SUPPLIER, as part consideration for the Contract and without further cost to BUYER, hereby grants and agrees to grant to BUYER a perpetual, irrevocable, non-exclusive, royalty-free, worldwide right and license to use, sell, manufacture and cause to be manufactured products embodying any and all inventions and discoveries made, conceived or actually reduced to practice in connection with SUPPLIER'S performance of the Contract.

专利许可: 作为本合同对价的一部分并不再向买方收取任何费用, 供应商特此授予和同意授予买方一项永久的、不可撤销的、非排他性的、免许可费的全世界范围的权利和许可, 允许买方使用、销售、生产或安排生产任何和所有包含供应商因履行本合同而产生、构思或实施的发明和发现的权利。

7. INDEMNIFICATION: SUPPLIER SHALL DEFEND, INDEMNIFY AND SAVE BUYER HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGE, INJURY OR DEATH ARISING OUT OF, OR IN CONNECTION WITH, THE SERVICES THAT ARE MADE BY ANY PERSON (INCLUDING BUT NOT LIMITED TO BUYER'S, SUPPLIER'S, OR SUPPLIER'S SUBCONTRACTORS', OFFICERS, EMPLOYEES AND AGENTS). SUPPLIER'S PROMISE OF DEFENSE AND INDEMNITY SPECIFICALLY INCLUDES CLAIMS, DEMANDS AND CAUSES OF ACTION FOUNDED IN WHOLE OR IN PART ON THE ALLEGED NEGLIGENCE (OF ANY KIND) OF BUYER.

赔偿: 供应商应为买方辩护、向其赔偿、并使买方免受任何人(包括但不限于买方的、供应商的、或供应商的分包商的职员、雇员和代理人)提起的因服务引起的或者与服务相关的损害、伤害或死亡的任何及所有索赔。供应商承诺的抗辩和赔偿明确地包括基于全部或部分所谓的买方的过失(各种类型)而导致的索赔、正式的要求以及诉讼因由。

However, if the gross negligence or intentional misconduct of BUYER is the cause of the damage, injury or death, BUYER will ultimately bear its proportional share of the claim; in any such instance, the percentage of negligence or intentional misconduct attributable to BUYER, to SUPPLIER, or to any other person or entity, may be determined by a court of competent jurisdiction or otherwise agreed to by BUYER and SUPPLIER in writing. While SUPPLIER shall defend all claims against BUYER in the first instance, BUYER shall promptly reimburse SUPPLIER for costs and expenses of defense (and indemnity paid, if any) to the full extent of BUYER's proportional share of gross negligence or intentional misconduct as determined in accordance with the preceding sentence or otherwise agreed. SUPPLIER's defense and indemnification obligation shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable by or for SUPPLIER under applicable Workers' Compensation Acts, disability benefit acts or other employee benefits acts. With respect to its indemnity obligations to BUYER only, SUPPLIER expressly waives its immunity from suit under applicable Workers' Compensation Acts, disability benefit acts or other employee benefits acts.

但是, 如果因买方的重大过失或故意不当行为造成损害、伤害或死亡的, 买方最终将承担其在索赔中所占的比例份额; 任何此类情况下, 买方、供应商或任何其他个人或实体的疏忽或故意不当行为对损害结果应占的份额, 可由具有司法管辖权的法院确定, 或由买方和供应商以书面形式另行商定。尽管供应商应在一审中对针对买方的所有索赔进行辩护, 但买方应根据前述判决或另行商定的重大过失或故意不当行为为分摊的比例范围内立即偿还供应商辩护成本和费用(以及支付的赔偿金, 若有)。根据适用的工人赔偿法、残疾人福利法或其他员工福利法应当由供应商支付的损害金额、赔偿金或福利金额的限额不得以任何方式限制供应商辩护和赔偿的义务。涉及到仅对买方的赔偿义务, 供应商明确表示放弃其在工人赔偿法, 残疾人福利法或其他员工福利法下的诉讼豁免权。

SUPPLIER SHALL ALSO DEFEND, INDEMNIFY, AND SAVE BUYER HARMLESS FROM ANY AND ALL CLAIMS, SETTLEMENTS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY ACTUAL OR ALLEGED INFRINGEMENTS OF ANY PATENT, TRADEMARK, COPYRIGHT, MASK WORK, TRADE SECRET, OR ANY UNFAIR COMPETITION RIGHT.

供应商还应为买方辩护、向其赔偿和使买方免受由于任何实际上或宣称侵犯任何专利权、商标权、版权、集成电路布图设计、商业秘密、或其它不正当竞争权产生的或与之有关的任何和所有索赔、和解、损失、损害和费用(包括但不限于律师费)。

8. ASSIGNMENTS; DELEGATIONS: BUYER may assign its rights and delegate its obligations under the Contract at any time. No right or obligation under the Contract, including, without limitation, the right to receive monies due or to become due thereunder, shall be assigned by SUPPLIER without the prior written consent of BUYER, and any purported assignment without such consent shall be void. SUPPLIER shall not subcontract or in any other manner delegate to any other party the performance of any work or the supplying of any Services under the Contract without the prior written consent of BUYER.

转包, 委托: 买方可以随时转让其在合同项下的权利和委托其在合同项下的义务。未经买方事先书面同意, 供应商不得转让合同项下的权利和义务, 包括但不限于接收到期款项和将要到期款项的权利, 未经同意的任何声称的转让应为无效。未经买方事先书面同意, 供应商不得分包或以任何其它形式委托任何其它方履行合同项下的任何工作或提供任何服务。

9. CHANGES, ALTERATIONS AND MODIFICATIONS: BUYER may at any time by a written order and without notice to SUPPLIER's sureties or assigns change the extent of the Services covered by the Contract. In connection with any such written order, BUYER may issue a written stop work order with which SUPPLIER shall fully comply, and SUPPLIER shall be excused from proceeding with the Services as changed only so long as such stop work order remains in effect. Promptly upon receipt of the details of any such change, SUPPLIER shall either advise that the change shall not affect its costs, or furnish: (i) a breakdown of estimated cost and changes in the price attributable thereto; and (ii) a statement of any necessary changes in the time of completion. SUPPLIER's failure to advise BUYER within ten (10) days of the effect of any change shall constitute SUPPLIER's consent to conform to the change without: (a) increase in the price; (b) change in time of completion; and (c) without change in any other Terms. The "written order" authorized by this Section shall be effective notwithstanding the absence of SUPPLIER's formal written acceptance thereof. If the change causes a material increase or decrease in costs, then an equitable adjustment of the price to be paid to SUPPLIER shall promptly be negotiated by BUYER and SUPPLIER and incorporated in an amendment to the Contract.

更改、变更和修改: 买方可以书面订单, 但无需通知供应商的担保人或受让人, 变更合同项下的服务范围。与任何此类书面订单一起, 买方可以签署一份书面停工令, 供应商应完全遵照执行, 仅在停工令有效时才应允许供应商依据改变的要求免去继续推进服务的义务。收到此类变更详情后, 供应商应立即: 要么报告此变更不影响其成本, 要么提供: (i) 价格变动中的预计成本分解表和影响价格的变更明细; 和 (ii) 完工时间的任何必要的变更声明。如果供应商未能在所述的任何变更生效后十(10)天内通知买方, 将构成供应商同意执行该变更而不: (a) 增加价格; (b) 变更完工时间; (c) 变更任何其它条款。即使没有供应商的正式书面接受, 本条批准的“书面订单”仍然应是生效的。如果该变更导致成本实质性的增加或减少, 将由买方和供应商迅速协商支付给供应商的合理价格调整, 且将此调整归并至合同的修订文件中。

10. PERFORMANCE OF WORK: All Services performed and all materials used in connection therewith shall be at the risk and expense of and shall be replaced by SUPPLIER in the event of any damage or destruction thereof prior to delivery to, and acceptance by, BUYER. If the Contract calls for work to be performed by SUPPLIER upon any premises owned or controlled by BUYER and/or BUYER's customers, SUPPLIER shall keep the premises and work free and clear of all mechanics' liens and shall furnish BUYER with certificates and waivers as provided by applicable Laws and as required by BUYER. Whenever any property belonging to BUYER or BUYER's customers is in the possession of SUPPLIER or SUPPLIER's suppliers, SUPPLIER shall be deemed an insurer thereof and shall be responsible for its safe return to BUYER. SUPPLIER shall indemnify, defend and hold harmless BUYER and/or BUYER's customers from any and all claims, demands, or suits made or brought under the Workmen's Compensation Law of the state in which any such work is performed or under any applicable federal compensation laws and shall furnish to BUYER a certificate showing that SUPPLIER is in compliance with the Workmen's Compensation Law of such state and with any applicable federal compensation laws.

工作实施: 所有的服务和与此服务相关的所有材料的使用, 如果在交付给买方和买方验收之前发生任何损坏或损毁, 风险和费用应由供应商承担, 并由供应商更换。如果合同要求供应商在买方和/或买方客户拥有或控制的任何场所内开展工作, 供应商应保持这些场所和工作不存在任何工匠留置权, 应根据适用法律和买方要求, 向买方提供证明书和弃权证书。当属于买方或买方客户的任何财产由供应商或供应商的供应商占有时, 供应商应视为担保人, 应负责将其安全返还买方。供应商应向买方和/或买方客户赔偿、为买方和/或买方客户辩护和使买方和/或买方客户免受根据履行此类工作所在地的适用的工人赔偿法或任何可适用的联邦赔偿法而产生的任何和所有索赔、要求、或诉讼, 并应向买方提供一份证明书, 证明供应商遵守该州的工人赔偿法以及任何可适用的联邦赔偿法。

11. PROTECTION OF PROPERTY AND PERSONS: It is specifically understood and agreed that during the progress of the Services, SUPPLIER shall maintain adequate protection of BUYER's real and personal property and BUYER's and SUPPLIER's employees, contractors and agents. Any other term or condition in the Contract to the contrary notwithstanding, SUPPLIER hereby assumes the entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including, without limitation, death or personal injury resulting therefrom) to all persons, whether employees, contractors, vendors or agents of SUPPLIER or BUYER, or otherwise, and to all property (real or personal), caused by, resulting from, arising out of, or in any way related to SUPPLIER's act, omission, fault, negligence or willful misconduct or that of its employees, contractors or agents.

财产和人员保护: 供应商明确理解并同意在服务过程中, 供应商应对买方及买方和供应商雇员的、承包商的和代理人的不动产和私人财产提供充分的保护。不管合同的任何其它条款是否与此相背离, 供应商在此对所有人, 不论是供应商或买方的雇员、承包商、供应商还是代理人或者其他人的任何种类或性质(包括但不限于由此引起的死亡或人身伤害)的任何以及所有损害或伤害承担全部责任和义务, 对由于供应商或其雇员、承包商或代理人的行为、不作为、错误、过失或故意的不当行为所造成的、引起的、所产生的所有财产(不动产或个人财产)的任何以及所有损害或损失承担全部责任和义务。

12. EMPLOYEES, CONTRACTORS AND AGENTS: SUPPLIER shall at all times enforce strict discipline and good order among its employees, contractors and agents and shall not employ for the Services any unfit person or anyone not skilled in the work assigned to such person.

雇员、承包商和代理人: 任何时候供应商都应保证其雇员、承包商和代理人严格遵守纪律和维持良好的秩序, 不得雇用不能胜任其指派工作的人员来提供服务。

13. INSPECTION; AUDIT: BUYER shall have access to and the right to inspect and audit the progress of the Services during the course of the performance of such Services.

检查, 审查: 买方有权在此类服务执行过程中检查和审查服务进度。

14. SEPARATE CONTRACTS: BUYER shall have the right to let other contracts in connection with other work, and SUPPLIER shall afford other vendors or contractors reasonable opportunity for the execution of their services or work and shall properly connect and coordinate its Services and theirs, as appropriate.

单独合同: 买方有权在其他合同中规定其他工作, 供应商应为其他供应商或承包商提供合理的机会来执行他们的服务或工作, 并应合理正确地使其服务与其他服务相连接、相协调。

15. USE OF PREMISES: SUPPLIER shall confine its apparatus, the storage of materials and the operations of its workforce to limits indicated by applicable Laws, permits or licenses, and shall not unreasonably encumber the premises with its apparatus or materials. Before storing any apparatus or materials, SUPPLIER shall obtain consent from BUYER in writing designating the location and space on BUYER's premises for such storage. In addition, before SUPPLIER moves or relocates any storage area it shall obtain similar consent in writing from BUYER designating new or additional space on BUYER's premises.

场所的使用: 供应商应将其设备、材料储存和人员操作限定在适用法律、许可和执照指定的界限内, 供应商不以其设备和材料不合理地妨碍这些场所。在储存任何设备或材料之前, 供应商应获得买方关于此类储存的指定地点和占用空间的书面同意。另外, 在供应商搬离或重新安排存储区域前, 同样必须从买方获得类似的书面同意, 从而可在买方场所内指定的新的或额外的空间存储。

16. PERMITS AND REGULATIONS: Before commencing the performance of any of the Services, SUPPLIER shall obtain all permits and licenses as may be necessary under the Laws, and before and during the progress of Services under the Contract, give all notices required by the Laws. In the event that SUPPLIER is unable to procure the necessary permits and licenses, as aforesaid, BUYER shall have the option to cancel the Contract without any liability whatsoever. SUPPLIER specifically agrees to abide by and observe all standards or regulations of the Occupational Safety & Health Administration which are applicable to the Services being performed.

许可和规定: 在任何服务开始执行前, 供应商应获得法律要求所必需具备的所有许可证和执照, 在合同项下的服务执行前或执行过程中发出法律所要求的所有通知。如果供应商无法取得上述必要的许可证和执照, 买方有权利选择撤销合同而不承担任何责任。 供应商特别承诺遵守适用于正在执行的服务的职业安全和管理局的所有标准或规定。

17. INSURANCE: SUPPLIER shall maintain in full force and effect insurance of the following types and amounts, all of which shall apply to claims for damage, injury or death arising out of the Services, and which shall be written by insurance companies satisfactory to BUYER and having an A.M. Best financial strength rating of A-/VIII or better.

保险: 供应商应购买以下类型和金额的保险, 所有这些保险适用于因服务而产生的损害赔偿、人身伤害或死亡索赔, 且所有这些保险应由令买方满意的且具有 A.M. Best 公司财务实力评级为 A-/VIII 或更高的保险公司签发。

A. SUPPLIER shall carry statutory Workers' Compensation Insurance in compliance with all requirements of the laws of the State in which the Services are performed. In addition, SUPPLIER shall carry Employer's Liability Insurance with limits of not less than:

供应商应依据履行服务所在州的所有法律要求购买法定的工人赔偿保险。此外, 供应商还应购买限额不低于如下表述的雇主责任险:

Each Accident	\$1,000,000
每次事故	1,000,000 美元
Disease – Policy Limit	\$1,000,000
疾病—保单限额	1,000,000 美元
Disease – Each Employee	\$1,000,000
疾病—每位雇员	1,000,000 美元

B. SUPPLIER shall carry General Liability Insurance affording coverage for contractual liability, products and completed operations hazards, broad form property damage liability, and explosion, collapse and underground hazards with limits of not less than:

供应商应购买一般责任保险，保险范围覆盖合同责任、产品和完工业务责任风险、宽泛式的财产损害责任和爆炸、倒塌和地下危害，限额不低于：

General Aggregate	\$ 3,000,000
一般总计	3,000,000 美元
Products - Comp/Ops Aggregate	\$ 3,000,000
产品-完工业务责任总计	3,000,000 美元
Personal & Advertising Injury	\$ 3,000,000
个人和广告上伤害	3,000,000 美元
Each Occurrence	\$ 3,000,000
每次事件	3,000,000 美元
Fire Damage (any one fire)	\$ 500,000
火灾损害（任何一次火灾）	500,000 美元

C. SUPPLIER shall carry Automobile Liability Insurance on all owned or hired autos, as well as non-owned autos with combined single limits of not less than \$1,000,000.

供应商应为其所有或租用的车辆以及非自己所有的车辆购买车辆责任保险，相关联的单次限额不得少于 1,000,000 美元。

D. SUPPLIER shall carry Professional Liability/Errors and Omissions Insurance in such amounts as may be set forth in the Contract.

供应商应以合同中规定的金额购买职业责任/过错和疏忽保险。

E. SUPPLIER shall carry Excess/Umbrella Liability Insurance in such amounts as may be set forth in the Contract.

供应商应以合同中规定的金额购买超额/伞式责任保险。

F. No policy of insurance required by the Contract shall contain a deductible or self-insured retention in excess of \$100,000. SUPPLIER shall demonstrate to BUYER's satisfaction that it has sufficient financial capability to pay such deductibles and self-insured retentions. All deductibles and self-insured retentions carried by SUPPLIER under its insurance program are the sole responsibility of SUPPLIER and shall not be borne in any way by BUYER. **SUPPLIER SHALL DEFEND, INDEMNIFY AND SAVE BUYER HARMLESS FROM ANY AND ALL AMOUNTS RELATED TO SUCH DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

合同规定的任何保险均不得包含超过 100,000 美元的免赔额或自我保险留存额。供应商应做出令买方满意的证明其有足够的经济能力，支付上述免赔额和自我保险留存额。由供应商根据其保险单承担的所有免赔额和自我保险留存额，供应商是唯一的责任人，在任何情况下均不得由买方承担。**供应商应为买方辩护、向买方赔偿并使买方免受与该等免赔额和自我保险留存额有关的任何和所有费用。**

G. BUYER shall be made an additional insured on each policy of insurance required by Sections A, B, C and E with respect to all claims arising out of the Services up to the full limits of liability provided by each policy (including limits greater than the minimum limits required herein). Each policy shall include language providing that: (i) such insurance applies separately to each insured or additional insured against whom a claim is made; and (ii) such insurance shall respond as primary insurance and shall not contribute with any other valid and collectible other insurance (including any deductibles or self-insured retentions) or self-insurance that may be maintained by BUYER.

在以上第 A 章、第 B 章、第 C 章、第 E 章要求的有关针对服务产生的所有索赔的每份保险单上，买方应在该保单规定的全部限额内（包括超过此处最低限额的限制）被列为附加被保险人。每项保险单中应包含以下内容：（i）该保险分别适用于被提起索赔的每个被保险人或附加被保险人；及（ii）该保险应作为主要保险，且不得与买方保有的任何其他有效及可获偿的保险（包括任何免赔额或自我保险留存额）或自保共同使用。

H. In addition to the above requirements, SUPPLIER also shall designate BUYER as an additional insured on any other insurance policies maintained by SUPPLIER that provide coverage for the liabilities of SUPPLIER under any of the indemnity provisions of the Contract.

除上述规定以外，供应商还应在其购买的任何其他覆盖供应商在本合同赔偿条款下的责任的保险单上指定买方为附加被保险人。

I. The insurance described in Sections A, B, C, D, E and H shall include full waivers of subrogation in favor of BUYER.

第 A 章、第 B 章、第 C 章、第 D 章、第 E 章及第 H 章所述的保险应包含对代位求偿权完全放弃条款，以有利于买方。

J. Prior to the commencement of the Services, SUPPLIER shall furnish BUYER with Certificates of Insurance signed by SUPPLIER's insurance agent, showing SUPPLIER's procurement of the required insurance. Each such Certificate shall accurately reflect the insurance in place, shall be in a form satisfactory to BUYER, and shall contain language: (i) providing that thirty (30) days written notice (except ten (10) days written notice in the case of nonpayment of premium) shall be given to BUYER prior to expiration of, cancellation of, or material change in the coverage; (ii) confirming that BUYER is an Additional Insured as required by Sections G and H hereof; (iii) confirming Waiver of Subrogation in favor of BUYER as required by Section I hereof; and setting forth any deductibles or self-insured retentions. If required by an insurance policy, SUPPLIER shall furnish BUYER with Endorsements signed by SUPPLIER's insurance carrier to effect any of the matters required by Sections G, H, and I. If BUYER shall request, copies of SUPPLIER's insurance policies shall be provided to BUYER.

在服务开始前，供应商应向买方提供供应商的保险代理人签署的保险证明书，表明供应商已购买规定保险。每份该等证明书应准确反映相关保险，并应以令买方满意的形式呈现，且应包含以下内容：（i）在保险到期、被撤销或发生实质变更前三十（30）日提供书面通知给买方（如为未支付保险费的情况，则提前十（10）日书面通知）；（ii）确认买方已经根据本文第 G 章和第 H 章要求被列为附加被保险人；（iii）确认，已根据本条第 I 章要求的作出了对买方有利的代位求偿权弃权；并写明任何免赔额或自我保险留存额。如保险单要求，则供应商应向买方提供经供应商的承保人签署的背书，以落实第 G 章、第 H 章和第 I 章规定的任何事项。如买方要求，则供应商应向买方提供其保险单复印件。

K. If the required insurance is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and, (ii) such claims-made insurance shall not provide for a retroactive date later than the commencement of the Services.

如购买的所需保险是“索赔”提出式的保险，则：（i）以上所有“每次事件”之限额，应被理解为与“索赔”提出式保单但条款相符合的“每次索赔”或“每次事件”；及（ii）该“索赔”提出式保险规定的追溯日期不得晚于服务开始日。

L. All of these insurance requirements shall survive termination of the Contract and shall continue until thirty (30) days after the final completion of the Services, including the performance of any warranty Services. SUPPLIER shall maintain in force and effect completed operations coverage under the insurance policies required by Section B, and any "claims-made" coverage for a minimum of two (2) years after final completion of the Services. SUPPLIER shall purchase an extended reporting period, or "tail coverage," if necessary to comply with this requirement.

所有这些保险规定在合同终止后继续有效，并持续至服务最终完成（包括任何保修服务的履行）后的三十（30）日。供应商根据第 B 章购买的保险单下的完成业务责任险以及“索赔”提出式保险应在服务最终完成后至少两（2）年内仍然继续有效。如为遵守本规定所必须，供应商应当购买一份延长报告期的保险或“长尾保险”。

M. SUPPLIER shall cause SUPPLIER's subcontractors to procure and to maintain in full force and effect insurance of the types and amounts, and meeting all of the requirements, described in all of the foregoing Sections.

供应商应促使其分包商购买和维持保险的类型和金额完全有效，满足前述全部章节的所有规定。

N. The foregoing insurance requirements are minimum requirements intended to benefit BUYER; shall not be interpreted to limit SUPPLIER's liability to BUYER in any manner whatsoever; and are separate from, and independent of, SUPPLIER's other obligations under the Contract, including but not limited to SUPPLIER's obligations to defend, indemnify, and hold BUYER harmless. SUPPLIER's failure to provide insurance as required under the Contract, or SUPPLIER's failure to supply Certificates or Endorsements that comply with Section J, or the failure of BUYER to require evidence of insurance or to notify SUPPLIER of any breach of the requirements of these provisions or deficiencies in the insurance obtained, shall not constitute a waiver by BUYER of any of the these insurance requirements, or a waiver of any other Terms, including but not limited to SUPPLIER's obligations to defend, indemnify, and hold BUYER harmless.

上述保险要求是为维护买方利益所需的最低要求，不得解释为以任何方式限制供应商向买方承担的责任，并区别于和独立于供应商在本合同项下的其它义务，包括但不限于供应商为买方进行辩护、向买方赔偿和使买方免受损害的义务。供应商未按此处的要求提供保险，或供应商未提供符合第 J 章要求的证明书或背书，或买方未要求提供保险证明或未通知供应商其违反了这些条款的要求或购买的保险金额不足，都不构成买方对任何该等保险的弃权，或对任何其它条款的弃权，包括但不限于供应商为买方进行辩护、向买方赔偿和使买方免受损害的义务。

18. CLEANING UP: SUPPLIER shall at all times keep the premises free from accumulations of waste material or rubbish caused by its employees, contractors and agents or Services, and at the completion of the Services, it shall remove from the premises all rubbish, implements and surplus materials and shall leave the premises broom clean.

清洁: 供应商须时刻保持场地内没有其雇员、承包商和代理人或服务所造成的废弃材料或垃圾堆积，服务完成后，应将场地内的所有垃圾、工具和剩余材料清除，撤离这些场地时应将场地清扫干净。

19. CONFIDENTIALITY OF INFORMATION: SUPPLIER shall: (i) keep secret and confidential and not disclose to others the Confidential Information (as hereinafter defined) for a period of ten (10) years from the date of completion of the Services; (ii) only use the Confidential Information to perform the Services; (iii) exercise the same degree of care concerning the Confidential Information as it uses to safeguard and protect its own confidential information, but no less than reasonable care that is provided by commercial enterprises for its most valuable trade secrets, so as to safeguard the Standard Terms and Conditions of Purchase for Services - Effective as of January 1, 2019

Confidential Information from theft, loss and negligent disclosure to others; (iv) limit access to the Confidential Information to its employees, contractors and agents who reasonably require such access in order to perform the Services; (v) not use the name(s), trademark(s) or trade name(s), whether registered or not, of BUYER in publicity releases, advertising, other promotional materials or for any other manner; (vi) cause its employees, contractors and agents to comply with the foregoing and be responsible for any breach of any of the foregoing by its employees, contractors and agents; and (vii) upon request by BUYER, promptly deliver to BUYER (or confirm the destruction of) all Confidential Information and use its best efforts to further irreversibly and irretrievably purge its computers of all Confidential Information. "Confidential Information" shall mean any and all information (including, without limitation, information of a scientific, technical, financial, legal or business nature), drawings, specifications or data delivered by BUYER, or obtained by SUPPLIER, its employees, contractors or agents in performing the Services, whether such information is: (i) delivered or obtained in written form, orally, visually or electronic form; (ii) delivered by BUYER through its employees, agents, contractors or other third parties at the request of BUYER; or (iii) obtained or prepared by SUPPLIER, its employees, contractors and agents in connection with the Services.

信息保密： 供应商应： (i) 在服务完成日起10年内严格保密，不将机密信息（根据本协议规定）披露给其它方； (ii) 机密信息仅用于执行服务； (iii) 对与机密信息有关的事宜给予与维护和保护自己的机密信息同样程度的管理，但不低于商业机构对最有价值商业机密的合理管理程度，以保护机密信息不被盗、不受损失或过失泄露给其它方； (iv) 将使用权限于为执行服务而合理要求使用机密信息的雇员、承包商和代理人； (v) 不得将买方的名称、商标或商号，无论其注册与否，用于宣传发布、广告其他促销资料或其它形态的促销； (vi) 促使其雇员、承包商和代理人遵守上述规定，如果其雇员、承包商和代理人违反上述规定，供应商应负责；和 (vii) 根据买方的要求，及时提供给买方（或确认其破坏程度）所有的机密信息，并尽其最大努力，不可逆转地和不可挽回地清除其计算机中的所有机密信息。“机密信息”是指买方递交的，或者供应商、其雇员、承包商或代理人用于执行服务的任何和所有信息（包括但不限于科技资料、技术、财务、法律或商业性质的资料）、图纸、规格说明或数据，不论这些信息是： (i) 以书面形式、口头、视觉或电子形式递交或获取的； (ii) 买方其雇员、代理人、承包商或其它方应买方的要求递交的；或 (iii) 由供应商、其雇员、承包商和代理人获得的或编制的与服务有关的资料。

20. DEFAULT: In the event SUPPLIER: (i) is insolvent; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing its inability to pay debts as they mature; (iv) has a trustee or receiver appointed by any court for it or any substantial part of SUPPLIER's assets; (v) has a proceeding instituted under any provision of the Bankruptcy Code or any state insolvency law by or against it which is acquiesced in, or is not dismissed within thirty (30) days, or results in an order for relief under the Bankruptcy Code or any adjudication of insolvency; or (vi) fails, or appears to be unable, to perform any of its obligations in accordance with the Terms, BUYER may cancel the Contract in whole or in part and/or pursue any further remedies available at law or in equity. No waiver by BUYER of a breach by SUPPLIER of any terms in the Contract shall constitute a waiver of any other breach of such terms. Any waiver by BUYER must be in writing and executed by BUYER. The rights and remedies of BUYER in the Contract are cumulative and not exclusive. SUPPLIER acknowledges and agrees that BUYER would be irreparably damaged if any of the Terms are not performed and that any breach of the Contract by SUPPLIER may not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which BUYER may be entitled, at law or in equity, it shall be entitled to enforce any provision of the Contract by a decree of specific performance and to temporary, preliminary and permanent injunctive relief. If SUPPLIER fails to comply with any terms of the Contract, BUYER may serve a notice in writing upon SUPPLIER to remedy said failure, and upon the refusal or neglect of SUPPLIER for a period of two (2) working days to remedy such failure, BUYER shall be entitled to remedy such deficiency, and any cost incurred by BUYER shall be paid for the account of SUPPLIER and deducted from the price. Any expense or cost arising out of SUPPLIER's liability, or that of its employees, contractors or agents, under this Contract may be paid by BUYER for the account of SUPPLIER and deducted from the Contract sum.

违约： 如果供应商 (i) 无力偿债； (ii) 为债权人的利益而整体转让； (iii) 以书面形式承认其无力支付到期的债务； (iv) 有一个由任何法院为其或其资产的实质性部分指定的受托人或接受者； (v) 供应商启动或存在针对其启动的破产法典或任何州破产法任何条款项下的程序，而该等程序是被默示接受的，或未在三十(30)日内被驳回，或按破产法典或其他破产法被裁定无力偿还债务；或(vi) 未能或表现出无力根据条款履行其义务，买方可以部分或全部地撤销本合同和/或追究普通法或衡平法下的进一步的补救措施。买方对供应商某条款违约的弃权不构成买方对供应商其它条款的违约的弃权。买方的任何弃权必须采用书面形式，由买方签署。合同中买方的权利和补救措施是累积性的，非排他的。供应商承认并同意：如果供应商没有按条款的任何一项条款执行，买方的损失是无可挽回的，而且仅仅货币补偿是不充分的。所以，除了买方有权行使的普通法或衡平法下的任何其它权利或补救措施外，买方有权要求一个特别履约的判令来强制执行合同的任何条款，以及要求暂时的、初步的和永久的禁令。如果供应商没能执行合同的任何条款，买方可以发一份正式的书面通知给供应商，要求其采取补救措施，如果供应商拒绝或者疏忽而没有在两(2)个工作日内弥补此过错，买方有权对此进行补救，买方由此产生的所有费用由供应商支付，并从价格中扣除。任何合同项下因供应商，或其雇员，承包商或代理人的责任产生的费用或成本，买方可替供应商支付，且可从合同款中扣除。

21. CANCELLATION: In addition to any other terms and conditions contained herein for the cancellation or termination of the Contract, BUYER may cancel the Contract, for any reason or no reason, in whole or in part, upon five (5) days' written notice to SUPPLIER, but in that event, BUYER shall pay to SUPPLIER a proportionate amount of the price, as amended, based upon the percentage of the completion of the Services under the Contract and any amendment hereto; provided, however, that in no event shall BUYER be liable for SUPPLIER's commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet BUYER's delivery schedule. Anything in the Contract to the contrary notwithstanding, if SUPPLIER should so fail to make progress as to endanger performance of the Contract in accordance with the Terms or violate any Laws or otherwise violate any of the Terms, then BUYER may, without prejudice to any other right or remedy, terminate the Contract in whole, or from time to time, in part upon written notice to SUPPLIER and proceed to complete or cause the Services to be completed; and BUYER may deduct the cost of completing said Services from

payments then or thereafter due to SUPPLIER, who shall immediately pay BUYER any amounts by which such cost of completion shall exceed the unpaid moneys due or to become due to SUPPLIER.

撤销: 除了本文中包含的合同撤销或终止的任何其它条款和条件外, 买方可以以任何理由或没有理由地撤销全部或部分合同, 须提前五(5)日发出书面通知给供应商, 但是这种情况下, 买方应根据合同及其任何修订中规定的服务的完成百分比, 支付给供应商相应比例的数额; 但是任何情况下, 对于供应商超出买方所需数量或者先于买方交付时间表所要求的交付时间的承诺或生产安排, 买方均不承担责任。不论合同中有无与此相背的条款, 如果供应商未能按照条款约定取得进展, 进而危及到合同的履行, 或者触犯到法律、或违反合同的任何条款时, 买方可以在不妨碍其享有的任何其它权利或补救措施的前提下, 终止全部合同, 或不时地部分地向供应商发出书面通知, 推进继续完成或促使服务完成; 且买方可以从现在或将来应付给供应商的付款中扣除完成所述服务的费用。如费用超出了现在或将来应付给供应商的数额, 供应商应立即将差额支付给买方。

22. LAW AND DISPUTES: The Contract (and all claims and disputes relating to or arising out of the Contract, or breach of the Contract, whether sounding in contract, tort or otherwise) will be governed by the Laws of the BUYER's Country except that the conflicts of laws provisions will not apply. The parties to the Contract irrevocably consent and submit to the exclusive jurisdiction of the state courts having jurisdiction within BUYER's registered office in connection with any litigation relating to or arising out of the Contract, and the parties to the Contract expressly waive any objection as to the venue of any such courts. The rights and obligations of the parties under the Contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any provision of the Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

法律与争议: 合同(以及与合同或违反合同有关或由合同或违反合同引起的所有索赔和争议, 无论是基于合同、侵权还是其他理由)均受买方所在地法律管辖, 但不适用法律冲突的规定。合同双方不可撤销地同意并接受位于买方营业注册地法院对涉及与合同有关的或由合同引起的任何诉讼具有专属管辖权, 合同双方明确表示不对任何此类法院地提出异议。合同当事人的权利和义务不受“联合国国际货物销售合同公约”的约束。如果合同的任何条款因任何原因被视为无效或不可执行, 则其余条款应继续有效和可执行。如果法院认定合同的任何条款无效或不可执行, 但通过限制该条款将使其变为有效且可强制执行, 则该条款应视为按此限制书写、解释与执行。

23. COMPLIANCE WITH APPLICABLE LAWS: SUPPLIER agrees that in the performance of the Services and the Contract it shall comply with, and shall cause its employees, contractors and agents to comply with, all Laws. If SUPPLIER or its employees, contractors or agents perform any Services contrary to any of the Laws, SUPPLIER shall bear all the losses, costs, damages, expenses and liabilities arising therefrom.

遵守法律: 供应商同意, 在履行服务和合同时, 它应遵守所有法律, 并应促使其雇员、承包商和代理商遵守法律。如果供应商或其雇工、承包商或代理商执行任何服务违反任何法律的, 供应商应承担由此产生的所有损失、成本、损害、费用和责任。

24. COMPLIANCE WITH CODE OF ETHICS: It has been and continues to be the policy of BUYER, its affiliates, and the directors, officers, employees, agents and other representatives of each (collectively, the "LZ Entities"): (i) to comply with all Laws governing their operations; and (ii) to conduct their affairs in a manner consistent with high moral and ethical standards (with (i) and (ii) collectively referred to as the "Policy"). In furtherance of the Policy, LZ Entities require SUPPLIER to observe the Policy with respect to the Services. Accordingly, SUPPLIER agrees that in the performance of the Services and the Contract it shall comply with, and shall cause its employees, contractors and agents to comply with, the Policy. If SUPPLIER or its employees, contractors or agents perform any Services contrary to the Policy, SUPPLIER shall bear all the losses, costs, damages, expenses and liabilities arising therefrom. In addition, SUPPLIER shall comply with BUYER'S Code of Ethics located on Buyer's website at www.lubrizol.com.

遵守职业道德准则: 买方和其关联公司以及其各自的董事、高管人员、雇员、代理人及其他代表(合称“路博润实体”)一直并继续(i)遵守管辖其经营活动的所有法律, 并(ii)按照较高的道德和伦理标准处理其事务(合称“政策”)。为促进政策的实施, 就服务而言, 路博润实体同样要求供应商遵守其政策。相应地, 供应商同意在服务和合同履行过程中遵守政策, 并促使其雇员和代理人也遵守政策。如果供应商或其员工、承包商或代理商从事任何违反本政策的活动, 供应商应承担由此产生的所有损失、成本、损害、费用和责任。此外, 供应商应遵守在买方网站(www.lubrizol.com)上公布的买方的《职业道德准则》。

25. COMPLIANCE WITH ACCESS AGREEMENT: SUPPLIER agrees that in the performance of the Services and the Contract it shall comply with, and shall cause its employees, contractors and agents to comply with, BUYER's Access Agreement (the terms and conditions of which are incorporated herein by reference in its entirety) whether or not executed separately by SUPPLIER. SUPPLIER acknowledges and agrees that BUYER will provide a copy of its Access Agreement upon prior written request.

遵守准入协议: 供应商同意, 在服务和合同履行过程中, 将遵守并促使其雇员、承包商和代理人遵守买方的准入协议(其条款将作为一个整体纳入本条款), 不论该准入协议是否由供应商另行签署。供应商承认并同意, 根据事先的书面要求, 买方将提供一份其准入协议的副本。

26. COMPLIANCE WITH CONTRACTOR SAFETY PROGRAM AND CONTRACTOR RULES: SUPPLIER agrees that in the performance of the Services and Contract it shall comply with, and shall cause its employees, contractors and agents to comply with, BUYER's Contractor Safety Program and Contractor Rules (the terms and conditions of which are incorporated herein by reference in its entirety) whether or not executed separately by SUPPLIER. SUPPLIER acknowledges and agrees that BUYER will provide a copy of its Contractor Safety Program and Contractor Rules upon prior written request.

遵守承包商安全计划和承包商规章：供应商同意在服务和合同履行过程中，它应遵守并促使其雇员、承包商和代理人遵守买方承包商安全计划和承包商规章（其条款将作为一个整体纳入本条款），不论是否是由供应商另行签署。供应商承认并同意，根据事先的书面要求，买方将提供一份其承包商安全计划和承包商规章的副本。

27. INDEPENDENT CONTRACTOR: The parties intend that the relationship created hereby is that of an independent contractor. No provision of the Contract creates or contemplates any partnership, joint venture, agency, employment relationship, representative relationship, fiduciary relationship or other similar relationship between the parties or any of their respective employees. SUPPLIER shall not have, nor shall it represent itself as having, the authority to: act for or on behalf of BUYER; make any representations or warranties for or on behalf of BUYER; bind BUYER to any contract or any other matter; incur any obligation or indebtedness for or on behalf of BUYER; or extend credit in BUYER's name. SUPPLIER shall be responsible for payment of all federal, state and local taxes arising out of its activities. SUPPLIER shall: (i) provide any salary or other benefits to its personnel; (ii) make all appropriate tax, social security, Medicare and other withholding deductions and payments; and (iii) make all appropriate unemployment tax payments. SUPPLIER understands and agrees that none of the remuneration or benefits provided by BUYER to its employees, including, but limited to, salary, bonus, paid vacation and holidays, medical, life or disability insurance, pensions, unemployment or workers' compensation, profit sharing plans or the like (collectively, "Benefits"), shall not be available to SUPPLIER or to its personnel. SUPPLIER hereby waives for itself and for all such personnel any and all claims to Benefits of any kind to which it or they might be entitled if an employee of BUYER.

独立的承包商： 缔约方打算在此建立的关系是独立承包商关系。合同的条款不建立或拟建立缔约方之间或其代表雇员之间的任何合作伙伴、合资、代理、雇佣、代表、信托关系或其它类似关系。供应商不得有，也不得声称自己拥有权力：为买方或代表买方；为买方或代表买方作出任何陈述或保证；约束买方缔结任何合同或进行任何其它事情；为买方或代表买方承担任何义务或债务；或以买方的名义延展信用贷款。供应商应承担其工作产生的所有联邦、州和地方税收的付款。供应商应：（i）为其人员提供薪水或其它利益；（ii）支付一切适当的税收、社会福利、医疗保险和其它扣交款和付款；和（iii）支付一切适当的失业税款。供应商理解并同意买方提供其雇员的任何报酬或利益，包括但不限于薪水、奖金、带薪假期和节假日、医疗、人寿或伤残保险、养老金、失业或工人补偿，分红计划或类似益处（统称“福利”），供应商或其人员是不可获得的。供应商在此放弃自己和其所有人员获得买方雇员可能有权获得的任何形式的福利的任何和所有主张。

28. NOTICE: All notifications, requests, demands and other communications required or permitted under the Contract (including, without limitation, notices of breach and/or termination of the Contract) shall be in writing and delivered by either: (1) regular mail (which will be deemed to be delivered two (2) business days after a party mails it to the mailing address of the other party as identified under this Agreement, with proper postage attached); or (2) email (which will be deemed to be delivered immediately when a party sends it to the email address(es) of other party as identified under this Agreement).

通知： 合同要求的或许可的所有通知、请求、要求和其它通信（包括但不限于合同的违约通知和/或合同终止的通知）须是书面形式，通知在下列情况下视为递交：（1）普通邮件（在一方将邮件（邮资已付）邮寄到本协议指明的另一方的邮寄地址后的两（2）个工作日内视为已递交）；或（2）电子邮件（当一方将其发送到本协议所指明的另一方的电子邮件地址时，视为已立即递交）。

29. SURVIVAL: BUYER's rights and remedies and SUPPLIER's obligations and responsibilities which have accrued before, or by their nature would extend beyond, the expiration, termination or other cancellation of the Contract, shall survive such expiration, termination or other cancellation and continue to bind SUPPLIER and its permitted successors and assigns indefinitely until fulfilled or waived (including, without limitation, Sections 6, 7, 17 and 19).

仍然有效： 对于合同期满、终止或其它撤销之前产生的或就其本质而言应该延长的买方权利和补救和供应商的义务和责任，应在此类期满、终止或其它撤销时仍然有效并无限期地继续约束供应商和其许可的继承人和受让人，直到履约完成或被弃权（包括但不限于第 6、7、17 和 19 章）为止。