

Terms and Conditions of Supply
供货条款和条件
(for Goods, Services, and Digital Services)
(用于货物、服务和数字化服务)

Terms and Conditions of Supply (Version v1.2: March 2024 – China)
供货条款和条件 (第 1.2 版: 2024 年 3 月-中国)

1. Introduction, definitions, and interpretation
简介、定义与解释

- 1.1. These Terms and Conditions of Supply (the "ToS"): (a) apply to and govern: (i) all sales of Goods; (ii) the supply of Digital Services; and (iii) the supply of Services; and (b) form part of the Contract between Sandvik and the Purchaser. 本供货条款和条件 ("ToS"): (a) 适用于并管辖: (i) 所有货物销售; (ii) 提供数字化服务; 和 (iii) 提供服务; (b) 构成山特维克和买方之间合同的一部分。
- 1.2. The parties agree that: (a) in these ToS, words or phrases beginning with a capital letter shall have their respective meanings given under Clause 25 (Definitions); and (b) these ToS shall be construed and interpreted in accordance with Clause 3.53.5 (The Contract) and Clause 26 (Interpretation). 双方同意: (a) 在本供货条款和条件中, 以大写字母开头的词语或短语应指第 25 条 (定义) 中所载的涵义; (b) 本供货条款和条件应根据第 3.5 条 (合同) 和第 26 条 (解释) 进行解释。

2. Quotes, Orders, and Order Acceptance
报价书、订单和订单接受函

- 2.1. The Purchaser may submit an Order to Sandvik (which Order may follow a Quote). 买方可向山特维克提交订单 (该订单可依据报价书)。
- 2.2. Subject to Clause 3 (The Contract), the Order constitutes an offer (by the Purchaser) to purchase (from Sandvik) certain Goods, Services, or Digital Services subject to these ToS. 根据第 3 条 (合同), 订单构成 (买方) 根据本供货条款和条件 (从山特维克) 购买某些货物、服务或数字化服务的要约。
- 2.3. Sandvik may, at its sole discretion, either: (a) accept the Order by way of an Order Acceptance (at which time the parties shall be immediately bound by the Contract); or (b) reject the Order. 山特维克可自行决定: (a) 接受订单 (此时双方应立即受合同约束); 或者 (b) 拒绝订单。

3. The Contract
合同

- 3.1. The parties agree that: (a) the provision or supply of all Goods, Services, and Digital Services under, or in connection with, an Order is subject to these ToS and the other provisions of the Contract; (b) the Contract contains the entire agreement between the parties with respect to its subject matter and supersedes all prior communications and agreements between the parties; (c) in entering into the Contract, the Purchaser has not, and does not, rely on any communication or representation (other than fraudulent misrepresentation) that has not been expressly set out in the Contract; (d) the Contract applies to the exclusion of any other terms or conditions including those: (i) issued, or referred to, by the Purchaser (including in an Order); or (ii) which may be implied by statute, trade, custom, practice, or course of dealing. 双方同意: (a) 订单项下或与订单相关的所有货物、服务和数字化服务的提供受合同的供货条款和条件和其他条款的

约束; (b) 合同包含双方就其标的达成的完整协议, 并取代双方之前的所有通信和协议; (c) 在签订合同时, 买方从未也不会依赖合同中未明确规定的任何通信或陈述 (欺诈性虚假陈述除外); (d) 合同可排除以下其他条款或条件, 包括: (i) 由买方发布或提及的条款或条件 (包括在订单中); 或 (ii) 法令、贸易、习惯、惯例或交易过程所暗示的条款或条件。

- 3.2. Sandvik will not supply on, and expressly rejects: (a) the Purchaser's standard terms and conditions of purchase (or similar); and (b) to the fullest extent permissible under applicable Law, any terms and conditions other than those contained in the Contract. 山特维克将不提供并明确拒绝: (a) 买方的标准采购条款和条件 (或类似条款); 以及 (b) 在适用法律允许的最大范围内, 合同中未包含的任何条款和条件。

- 3.3. The parties agree that the Contract is formed as described in Clause 22 (Quotes, Orders, and Order Acceptance). 双方同意合同按照第 2 条 (报价书、订单和订单接受函) 的规定达成。

- 3.4. The Purchaser agrees that, without limiting the Sandvik Warranty, by: (a) accepting possession of the Goods; or (b) receiving the benefit of the Services or Digital Services, the Purchaser irrevocably acknowledges and agrees that the Goods, Services, or Digital Services (as the case may be) have been supplied in accordance with the Contract. 买方可向山特维克提交订单 (该订单可依据报价书)。
- 3.5. If, and to the extent, there is any conflict, inconsistency, or ambiguity between the constituent parts of the Contract then such conflict, inconsistency, or ambiguity shall be resolved in accordance with the following order of precedence (with the document earlier in the list prevailing over a document later in the list): (a) the Order Acceptance (if documented); (b) any other document attached or referred to in the Order Acceptance (if documented); (c) these ToS; (d) any other document attached or referred to in the ToS; (e) the Quote; (f) any other document attached or referred to in the Quote; and (g) subject to Clause 3.2, the Order. 如果合同组成部分之间存在任何冲突、不一致或歧义, 则应按照以下优先顺序解决此类冲突、不一致或歧义 (列表中较早的文件优先于列表中较晚的文件): (a) 订单接受函 (如果有文件证明); (b) 订单接受函中所附或提及的任何其他文件 (如有记录); (c) 本供货条款和条件 (d) 本供货条款和条件中附加或提及的任何其他文件; (e) 报价书; (f) 报价书中附加或提及的任何其他文件; 以及 (g) 符合第 3.2 条的订单。

- 3.5. If, and to the extent, there is any conflict, inconsistency, or ambiguity between the constituent parts of the Contract then such conflict, inconsistency, or ambiguity shall be resolved in accordance with the following order of precedence (with the document earlier in the list prevailing over a document later in the list): (a) the Order Acceptance (if documented); (b) any other document attached or referred to in the Order Acceptance (if documented); (c) these ToS; (d) any other document attached or referred to in the ToS; (e) the Quote; (f) any other document attached or referred to in the Quote; and (g) subject to Clause 3.2, the Order. 如果合同组成部分之间存在任何冲突、不一致或歧义, 则应按照以下优先顺序解决此类冲突、不一致或歧义 (列表中较早的文件优先于列表中较晚的文件): (a) 订单接受函 (如果有文件证明); (b) 订单接受函中所附或提及的任何其他文件 (如有记录); (c) 本供货条款和条件 (d) 本供货条款和条件中附加或提及的任何其他文件; (e) 报价书; (f) 报价书中附加或提及的任何其他文件; 以及 (g) 符合第 3.2 条的订单。

4. Facilities and Security Interests
信用额度和担保权益

- 4.1. Subject to Clause 4.2, if Sandvik has provided the Purchaser with a Facility then Sandvik may

withdraw the Facility either: (a) as agreed in writing with Sandvik; or (b) otherwise, at any time and without prior notice to the Purchaser. 根据第 4.2 条, 如果山特维克已经向买方提供了信用额度, 那么山特维克可以

- (a) 根据双方的书面协议或 (b) 随时无需事先通知买方而撤销该等信用额度。
- 4.2. Sandvik reserves the right to review, at any time, the Facility (including the extent, nature, and duration of the Facility). 山特维克有权随时审阅该等信用额度的范围、性质或期限。
- 4.3. The Purchaser agrees that: (a) Sandvik may, from time to time, condition an Order Acceptance on Sandvik's timely receipt of a Security Interest; and (b) where Sandvik requires a Security Interest, Sandvik shall not be obliged to deliver, supply, or otherwise make available the related Goods, Services, or Digital Services unless and until the Security Interest has been established to Sandvik's satisfaction. 买方可向山特维克提交订单 (该订单可依据报价书)。
- 4.4. Sandvik shall be entitled to an equitable extension to any: (a) agreed Delivery Date; or (b) any other performance obligations, that may result from the Purchaser's failure to provide, or a delay in establishing, a Security Interest. 如因买方未能提供或延迟建立担保权益, 山特维克有权合理延长: (a) 约定的交付日期; 或 (b) 其他义务的履行。

5. Goods - Delivery and Risk
货物 - 交付和风险

- 5.1. The parties agree that: (a) Sandvik will deliver the Goods to the Sandvik address set out in the Order Acceptance; (b) risk in the Goods shall pass to the Purchaser in accordance with the Incoterm determined in accordance with Clause 9.1; (c) delivery of the Goods may be made in one or more instalments and at different times or by separate shipments or deliveries; (d) adherence to the Delivery Date is determined by the date of the POD; and (e) the Purchaser's obligation to take delivery of the Goods is a material obligation under the Contract. 双方同意: (a) 山特维克将货物交付至在订单接受函中载明的山特维克地址; (b) 货物风险将按照第 9.1 条所述的国际贸易术语解释通则 Incoterm 的规定转移至买方; (c) 货物可一次或分多次、在不同时间或分不同批次交付。 (d) 货物交付是否遵守交付日期应根据交付凭证所载日期确定; 以及 (e) 买方提取货物的义务是合同项下的重大义务。
- 5.2. The Purchaser agrees that, without prejudice to the Purchaser's obligations under the Contract or Sandvik's other rights or remedies available under the Contract, if Sandvik is not able to deliver the Goods to the Purchaser on the Delivery Date due to the Purchaser's inability, unavailability, or unwillingness to accept delivery, then Sandvik may (at its option): (a) dispatch the Goods; or (b) put the Goods into storage at the expense and risk of the Purchaser (such expenses to be due and payable immediately on demand).

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- 买方同意, 在不影响买方在合同项下的义务或山特维克在合同项下的其他权利或补救措施的情况下, 若因客户不能、不可或不愿接受交付的货物使得山特维克无法在交付日期向客户交付货物, 则山特维克可以 (自行选择): (a) 发运货物; 或 (b) 将货物储存入库, 其费用和 risk 由买方承担 (该等费用应在要求时立即到期应付)。
- 5.3. If the Purchaser fails to collect, or take delivery of, the Goods within three (3) months of the Delivery Date, Sandvik shall be entitled, without prejudice to its other rights and remedies under the Contract, to: (a) terminate all or part of the Contract; and (b) dispose of the Goods and, unless otherwise stated in the Order Acceptance, to charge the Purchaser compensation of: (i) for standard Goods, 15% of the Amount Payable for the Goods in question; or (ii) for non-standard Goods, 30% of the Amount Payable for the Goods in question or the cost of materials and labour incurred until the cancellation date, whichever is higher, which shall be paid by the Purchaser within ten (10) days of Sandvik issuing the corresponding invoice.
- 如果客户未能在交付日期后 3 个月内领取或提取货物, 则山特维克应有权:
- (a) 终止全部或部分合同; 和 (b) 处置货物并要求客户支付下列赔偿金, 除非在订单接受函中另有规定, 而不影响其在合同项下的其他权利和补救措施:
- (i) 对于标准货物而言, 赔偿金为所述货物应付金额的 15%; 或 (ii) 对于非标准货物而言, 赔偿金为所述货物应付金额的 30% 或在取消日期之前发生的材料和人工费用 (以较高者为准), 且买方将在山特维克开具相应账单后 10 日内支付该等赔偿金。
- 5.4. The parties agree that the compensation described in Clause 5.3 is a genuine pre-estimate of the costs and losses which Sandvik would suffer from the Purchaser failing to take delivery of the Goods.
- 双方同意, 第 5.3 条中所述的赔偿真实地预估了山特维克因买方未能提取货物而遭受的费用和损失。
- 5.5. Subject to Clause 6 (Delay Payments) and to the fullest extent permissible under applicable Law, the Purchaser agrees that: (a) the Delivery Date is estimated and not guaranteed; and (b) although Sandvik shall use reasonable endeavours to meet an estimated Delivery Date, Sandvik shall not be liable to the Purchaser for any loss or damage suffered or incurred by the Purchaser as a result of Sandvik's failure to deliver the Goods before the expiry of the Delivery Date. 根据第 6 条 (延迟费用), 在适用法律允许的最大范围内, 买方同意: (a) 交付日期是预计的, 而不是保证的; 以及 (b) 尽管山特维克应尽合理努力满足预计交付日期, 但山特维克对买方因山特维克未能在交付日期到期前交货而遭受的任何损失或损害不承担责任。
6. **Goods – Delay Payments**
货物-延迟费用
- 6.1. The parties agree that, subject to Clause 21 (Force Majeure and Specified Risks), if: (a) the Contract (in the Order Acceptance) expressly provides for a Delay Payment; and (b) the Goods are not delivered before the expiry of the Delivery Date, then the Purchaser may, subject to Clause 6.2, claim the Delay Payment which Sandvik shall (at its option) either: (i) repay to the Purchaser; (ii) deduct from the purchase price for the Goods; or (iii) credit to the Purchaser.
- 双方同意, 根据第 21 条 (不可抗力 and 特定风险), 如果: (a) 合同 (在订单接受函中) 明确规定延迟费用; 以及 (b) 货物未能在交付日期到期前交付, 则买方可以根据第 6.2 条要求山特维克支付延迟费用, 山特维克应 (自行决定) 选择: (i) 向买方偿还; (ii) 从货物的购买价格中扣除; 或 (iii) 对买方记账。
- 6.2. The Purchaser's right to claim a Delay Payment is subject to the Purchaser giving Sandvik written notice of the claim before the expiry of ninety (90) days from (and including) the original Delivery Date.
- 买方要求延迟费用的权利基于买方在原交付日期后九十 (90) 天内 (包括该日期) 向山特维克发出书面索赔通知。
- 6.3. To the fullest extent permissible under applicable Laws, if the Purchaser exercises its right to receive a Delay Payment then: (a) provided that the Purchaser receives the Goods in question; and (b) without prejudice to the Purchaser's remedies under the Sandvik Warranty, the Purchaser shall not be entitled to any additional remedy in respect of the late delivery of the Goods.
- 在适用法律允许的最大范围内, 如果买方行使其收取延迟费用的权利, 则: (a) 在买方收到所述货物; 以及 (b) 在不损害山特维克质保项下买方补救措施的情况下, 买方无权就延迟交货获得任何额外的补偿。
- 6.4. The parties agree that: (a) the Delay Payment represents a genuine pre-estimate of loss and a price adjustment by way of a refund of charges for the value of Goods not delivered on time; (b) the Delay Payment has been negotiated by parties of similar bargaining strength and who have had the benefit of legal advice; and (c) if a court having competent jurisdiction determines that the Delay Payment is unenforceable under applicable Law, then the Purchaser may instead seek general damages (provided that Sandvik's liability for such general damages shall (subject to Clause 18.1 (Liability)) not exceed the Delay Payment that would have been payable had such Delay Payment been enforceable.
- 双方同意: (a) 延迟费用代表对损失的真实预估, 以及通过对未按时交付的货物价值进行退款的方式进行的价格调整; (b) 延迟费用是由具有类似谈判实力并受益于法律咨询的各方协商的; 以及 (c) 如果有管辖权的法院判定延迟费用根据适用法律不可执行, 那么买方可以寻求一般损害赔偿 (但前提是山特维克对此类一般损害赔偿的责任不得超过延迟费用可执行时应付的延迟费用 (根据第 18.1 条 (责任))。
7. **Goods – Cancellations**
货物-取消
- 7.1. The Purchaser agrees that: (a) except as expressly specified otherwise in the Contract, it is not entitled to cancel, terminate, change, or postpone a Contract without the prior written authorisation and agreement of Sandvik; and (b) it shall indemnify Sandvik for any loss, cost, or damage which arises as a consequence of a breach of this Clause 7.1 (less of any cancellation fee agreed in the Quote).
- 买方同意: (a) 除非合同中另有明确规定, 否则未经山特维克的事先书面授权和同意, 买方无权取消、终止、变更或推迟合同; 以及 (b) 其应赔偿山特维克因违反第 7.1 条而产生的任何损失、成本或损害 (减去报价书中约定的任何取消费用)。
- 7.2. The parties agree that: (a) the Purchaser must notify Sandvik of any damage or shortage to the Goods in writing within: (i) two (2) Days of the date of the POD in the case of chemical resins and resin capsules; and (ii) in all other cases, seven (7) Days of the date of the POD; and (b) if the Purchaser does not notify Sandvik within such time period, the Purchaser is deemed to have accepted the Goods unconditionally.
- 双方同意: (a) 买方必须在以下时间内书面通知山特维克货物的任何损坏或缺口: (i) 对于化学树脂和树脂胶囊, 在交付凭证日期后两 (2) 天内; 以及 (ii) 在所有其他情况下, 自交付凭证日期起七 (7) 天; 以及 (b) 如果买方未在该期限内通知山特维克, 则视为买方已无条件接受货物。
- 7.3. The parties agree that: (a) the Purchaser must notify Sandvik of the incorrect supply of Goods in writing within twenty-one (21) days of the date of the POD; and (b) if the Purchaser does not notify Sandvik within such time period, the Purchaser is deemed to have accepted the Goods unconditionally.
- 双方同意: (a) 买方必须在交付凭证日期后二十一 (21) 天内书面通知山特维克货物供应有误; 以及 (b) 如果买方未在该期限内通知山特维克, 则视为买方已无条件接受货物。
- 7.4. Sandvik agrees that, subject to Clause 7.3: (a) the purchase price for all Goods incorrectly supplied to the Purchaser under a Contract will be refunded or credited in full; and (b) where Clause 7.4(a) applies, the freight costs to the receiving Sandvik designated warehouse will be for Sandvik's account.
- 山特维克同意, 根据第 7.3 条规定: (a) 根据合同错误提供给买方的所有货物的购买价格将被全额退还或抵免; 以及 (b) 在第 7.4 (a) 条适用的情况下, 到达山特维克指定仓库的运费将由山特维克承担。
8. **Goods – Return of Goods not affected by defects**
货物-不受缺陷影响的退货
- 8.1. The Purchaser acknowledges and agrees that: (a) returns of Goods not affected by defects will only be accepted following Sandvik's prior written agreement; (b) all Goods accepted as returns will be subject to a handling charge; and (c) Goods affected by defects shall be handled subject to Clause 11 (Sandvik Warranty).
- 买方承认并同意: (a) 仅在山特维克事先书面同意的情况下, 才接受不受缺陷影响的退货; (b) 所有接受退货的货物将收取手续费; 以及 (c) 受缺陷

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- 影响的货物应按照第 11 条 (山特维克质保) 处理。
- 8.2. Subject to Clauses 8.1 (above) and 18 (*Liability*) and except as set out in Clauses 7.2.7.2 and 7.3, the following conditions apply to all Goods that the Purchaser seeks to return: (a) the Purchaser must notify Sandvik of its intention to return the Goods before the expiry of seven (7) Days from (and including) the date of the POD (following which notice, Sandvik shall generate a Return Note); (b) the Purchaser must ensure that the Goods are received by Sandvik's designated warehouse before the expiry of fourteen (14) Days from (and including) the date of the Return Note; and (c) non-returnable items (regardless of other criteria) shall include: (i) gaskets; (ii) seals; (iii) belts; (iv) hoses; (v) opened kits; (vi) Goods made to order; (vii) non-Sandvik Goods; and (viii) glass. 根据第 8.1 条 (上文) 和第 18 条 (责任) 以及第 7.2 和 7.3 条中的规定, 以下条件适用于买方要求退回的所有货物: (a) 买方必须在交付凭证日期后七 (7) 天 (含) 内通知山特维克其退货意向 (在收到通知后, 山特维克应生成退货单); (b) 买方必须确保货物在退货单日期起十四 (14) 天 (含) 内到达山特维克指定的仓库; 和 (c) 不可退回物品 (不论其他标准) 应包括: (i) 垫片; (ii) 封条; (iii) 带子; (iv) 软管; (v) 已开封的工具; (vi) 定制的货物; (vii) 非山特维克的货物; 和 (viii) 玻璃。
- 8.3. The Purchaser acknowledges and agrees that, to the fullest extent permissible under applicable Law, Sandvik shall not: (a) be liable; or (b) accept any risk or responsibility, for returned Goods unless and until Sandvik has accepted the return through generation and delivery of the Return Note and in accordance with Clause 8.4. 买方承认并同意, 在适用法律允许的最大范围内, 除非山特维克通过生成和交付退货单并根据第 8.4 条接受退货, 否则山特维克将不: (a) 承担责任; 或 (b) 接受退货的任何风险或责任。
- 8.4. The Purchaser acknowledges and agrees that: (a) the Return Note shall constitute Sandvik's preliminary approval for the return of the Goods; and (b) full and final acceptance of the return is at Sandvik's sole discretion and subject to the following conditions: (i) a copy of the Return Note must accompany the Goods; (ii) the returning Goods will be subject to a visual and technical inspection upon their receipt at Sandvik's designated warehouse; (iii) returned Goods must be: (A) undamaged; (B) in their original packaging (where applicable); and (C) re-saleable as new; and (iv) the Goods must not have been fitted or otherwise used in any manner. 买方承认并同意: (a) 退货单应视为山特维克对退货的初步批准; 以及 (b) 山特维克可自行决定是否完全和最终接受退货, 但需符合以下条件: (i) 退回货物须附有退货单的副本; (ii) 退回货物将在山特维克指定的仓库接受外观和技术查验; (iii) 退回货物必须: (A) 未遭到损坏; (B) 以原包装退回 (如适用); 并 (C) 可再次以新货销售; 以及 (iv) 货物不得已经被调整或以任何其它方式使用过。
- 8.5. The Purchaser acknowledges and agrees that: (a) Goods rejected by Sandvik's receiving warehouse due to a non-compliance with the conditions specified in Clause 8.4 will be held by Sandvik pending instructions from the Purchaser; and (b) Goods that have been rejected by Sandvik and which have not been collected by the Purchaser will be disposed of if not collected by the Purchaser before the expiry of three (3) months from (and including) the date that Sandvik received the Goods to its designated warehouse. 买方承认并同意: (a) 山特维克收货仓库因不符合第 8.4 条中规定的条件而拒收的货物将放置在山特维克处, 等待买方的指示; 以及 (b) 山特维克拒收且买方未提取的货物, 如果买方未在山特维克将货物收到其指定仓库之日起三 (3) 个月内提取, 则山特维克有权处置该货物。
- 8.6. The parties agree that, where Sandvik accepts the return of Goods, if the Goods are returned: (a) before the expiry of fourteen (14) Days from (and including) the date of the Return Note, but not later than thirty (30) Days from (and including) the date of the POD, the Purchaser shall be entitled to receive full credit for the invoiced value of the Goods in question; or (b) later than thirty (30) Days from (and including) the date of the POD, the Purchaser shall not be entitled to receive credit for the invoiced value of the Goods in question. 双方同意, 在山特维克接受退货的情况下, 如果货物被退回: (a) 在退货单日期后十四 (14) 天 (含) 内, 但不迟于交付凭证日期后三十 (30) 天 (含), 买方有权获得所述货物发票价值的全额抵免; 或 (b) 在交付凭证日期后三十 (30) 天 (含) 之后, 买方无权获得所述货物发票价值的抵免。
- 8.7. The parties agree that, in all cases, freight costs to Sandvik's designated warehouse are for the Purchaser's account. 双方同意, 在任何情况下, 到山特维克指定仓库的运费由买方承担。
9. **Price and payment**
价格与支付方式
- 9.1. **Incoterms:** Unless otherwise specified in the Contract, all prices are quoted "Ex Works" (as per Incoterms 2020) and do not include freight, insurance, VAT, other taxes, customs, or excise levies or duties (or similar). 除非合同中另有约定, 所有报价依据工厂交货(Ex Works)规则 (国际贸易术语解释通则 Incoterms 2020 年版) 执行, 且不包括运费、保险、增值税、其他税费、关税和/或消费征税或消费税 (或类似税项)。
- 9.2. **Variations to an Order prior to delivery:** The Purchaser acknowledges and agrees that: (a) if variations should occur prior to delivery, the price may be amended by Sandvik; (b) if the Purchaser requests a variation to the Order before: (i) delivery of the Goods; or (ii) performance of the Services or Digital Services, Sandvik may, at its discretion accept or reject such request; (c) where an Order is varied, the price of the Order will increase or decrease (as the case requires) by an amount agreed between the parties or, failing such agreement, by an amount determined by Sandvik acting reasonably; and (d) where the amount is to be determined by Sandvik, Sandvik will calculate the amount by reference to Sandvik's then current price list, costs, expenses, losses, and damages suffered, off-site overheads, profit and such other reasonable rates and charges in connection with the variation. **交货前订单的变更:** 买方承认并同意: (a) 如果在交货前发生订单变更, 山特维克有权调整价格; (b) 如果买方在下列时间之前要求变更订单: (i) 交付货物; 或 (ii) 履行服务或数字化服务, 山特维克可自行决定接受或拒绝此类请求; (c) 如果订单发生变更, 订单价格将增加或减少 (视具体情况而定), 增加或减少的金额由双方商定, 如果双方未达成一致, 则增加或减少的金额由山特维克合理确定; (d) 如果该等金额将由山特维克确定, 山特维克将参考山特维克当时的价格表、成本、费用、损失、损害赔偿、场外间接费用、利润以及与变更相关的其他合理费率和费用来计算该金额。
- 9.3. **Taxation:** The parties agree that, with respect to VAT or other applicable taxation: (a) prices are quoted on a VAT-exclusive basis; (b) if in any jurisdiction VAT is payable by Sandvik to a tax authority in relation to the supply of the Goods, Services, or Digital Services, an amount equal to such VAT will be calculated and charged to the Purchaser as an additional amount; (c) to the extent that a payment to a party under or in connection with the Contract is calculated by reference to, or as a specified percentage of, another amount or revenue stream, that payment shall be calculated by reference to, or as a specified percentage of, the amount or revenue stream exclusive of VAT; (d) in addition to and without limiting the above, where a sale of Goods is treated as not subject to VAT on the basis that the Purchaser or its freight forwarder will move the Goods from one country to another country, the Purchaser will provide to Sandvik, upon request, all transport related documentation and (if applicable) customs documentation to demonstrate the cross-border movement of the Goods; (e) if the Purchaser fails to provide the requested documentation within the period of time requested, or the documentation is not of the standard required by the relevant tax authority, or the documentation indicates that: (i) the Goods were not moved cross-border and/or (ii) the Goods were not moved cross-border within the period of time required by law or tax authority practice; and/or (iii) the Goods were moved by a party other than the Purchaser or its freight forwarder without the written approval of Sandvik, the Purchaser will pay to Sandvik an amount equal to any VAT for which Sandvik is required to account to a tax authority in accordance with the operation of Clause 9.39.3(b) together with any penalties and interest imposed on Sandvik by a tax authority in relation to that supply of Goods; and (f) this Clause 9.39.3 will continue to apply after expiry or termination of the Contract. **税收:** 双方同意, 关于增值税或其他适用税收: (a) 价格以不含增值税为基础报价; (b) 如果在任何司法管辖区, 山特维克应向税务机关支付与提供货物、

Terms and Conditions of Supply
供货条款和条件
(for Goods, Services, and Digital Services)
(用于货物、服务和数字化服务)

Terms and Conditions of Supply (Version v1.2: March 2024 – China)
供货条款和条件 (第 1.2 版: 2024 年 3 月-中国)

- 服务或数字化服务相关的增值税，将计算与该增值税相等的金额，并作为额外金额向买方收取；(c) 如果根据合同或与合同相关的向一方支付的款项是参照另一金额或收入来源或按另一金额或收入来源的特定百分比计算的，则该款项应参照不含增值税的金额或收入来源或按其特定百分比计算；(d) 除上述内容外，在不限制上述内容的情况下，如果买方或其货运代理将货物从一个国家运输到另一个国家，则货物销售不适用增值税，买方应根据要求向山特维克提供所有运输相关文件和(如适用)海关文件，以证明货物的跨境运输；(e) 如果买方未能在要求的时间内提供要求的文件，或文件不符合相关税务机关要求的标准，或文件表明：(i) 货物未跨境运输和/或(ii) 货物未在法律或税务机关惯例要求的时间内跨境运输；和/或(iii) 未经山特维克的书面批准，货物由买方或其货运代理以外的一方运输，则买方将向山特维克支付一笔金额，该金额等于山特维克根据第 9.3 (b) 条的规定需要向税务机关说明的任何增值税，以及税务机关就该货物的供应向山特维克征收的任何罚款和利息；以及(f) 第 9.3 条将在合同期满或终止后继续适用。
- 9.4. Invoicing and payment:** The Purchaser agrees that: (a) unless otherwise specified in the Contract, Sandvik will invoice the Purchaser for the Amount Payable upon delivery of the Goods, Services, or Digital Services (as the case may be); (b) the Purchaser will pay the Amount Payable (in full and without set off, withholding, or deduction) on or before the expiry of the Due Date; (c) if any Amount Payable is not paid by the Due Date, Sandvik shall be entitled to charge and recover interest at the rate of 1.5% per month or part thereof on the Amount Payable overdue for the period between the Due Date until payment is made in full; (d) payment received from the Purchaser is valid once honoured or funds are cleared; (e) it shall indemnify (and keep indemnified) Sandvik against any costs incurred by Sandvik in connection with the Purchaser's failure to pay the Amount Payable before the expiry of the Due Date (including legal fees on an attorney and own client scale, collection charges, and debt collection agency fees) on a full indemnity basis.
- 开具发票和付款:** 买方同意：(a) 除非合同中另有规定，山特维克将在交付货物、服务或数字化服务(视情况而定)时向买方开具应付金额的发票；(b) 买方将在到期日当天或之前支付应付金额(全额，无抵销、预扣或扣减)；(c) 如果任何应付款项未能在到期日之前支付，山特维克有权对到期日至全额支付之前的逾期应付款项收取每月(不满一个月的时间以一个月计)1.5%的利息，直至款项全额付清；(d) 客户对款项的支付在款项兑现或结算后方为有效；(e) 对于山特维克因买方未能在到期日之前支付应付款项而产生的任何费用(包括律师费、催收费用和欠款催收公司的费用)，买方应在全额赔偿的基础上对山特维克进行赔偿。
- 9.5. Failure to pay the Amounts Payable:** Without prejudice to Sandvik's other rights or remedies available under the Contract (including under Clause 9.4), Sandvik: (a) may without prior notice to the Purchaser suspend or terminate: (i) the supply of Goods, Services, or Digital Services; and (ii) the grant of any rights or licences with respect to the Goods, Services, or Digital Services, where any Amount Payable is or remain(s) unpaid after the Due Date; and (b) shall be entitled to recover from the Purchaser all reasonably incurred costs and losses arising from suspension or termination.
- 未能支付应付款项:** 在不损害山特维克在合同项下(包括第 9.4 条项下)的其他权利或补救措施的情况下，山特维克：(a) 可在不事先通知买方的情况下暂停或终止：(i) 货物、服务或数字化服务的供应；以及(ii) 授予与货物、服务或数字化服务相关的任何权利或许可，其中应付金额在到期日后仍未支付；以及(b) 有权从买方处收取所有因暂停或终止而合理产生的费用和损失。
- 10. Goods - Retention of Title**
货物 - 所有权保留
- 10.1.** The title in any Goods sold and delivered by Sandvik to the Purchaser shall not pass to the Purchaser until the total Amount Payable for the Goods under the Contract (plus all accrued interest (if any) payable under Clause 9) has been paid in full.
- 山特维克向买方出售和交付的任何货物的所有权，在根据合同应付的货物总金额(加上根据第 9 条应付的所有应计利息(如有))全部付清之后，方可转移给买方。
- 10.2.** Until title in any Goods sold and delivered by Sandvik has passed to the Purchaser in accordance with Clause 10.1, the Purchaser shall: (a) keep those Goods separated and non-affixed from any other goods of the Purchaser so that they remain readily identifiable as Sandvik's property; (b) maintain the Goods in satisfactory condition; (c) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods; and (d) notify any landlord of any premises leased by the Purchaser where the Goods are stored that the Goods are Sandvik's property.
- 在山特维克出售和交付的任何货物的所有权根据第 10.1 条转移给买方之前，买方应：(a) 将该等货物与买方的任何其他货物分开放置，以便其可随时识别为山特维克的财产；(b) 保持货物处于令人满意的状态；(c) 不得删除、污损或掩盖货物上或与货物有关的任何识别标记或包装；以及(d) 通知买方租赁的存放货物的任何租赁场地的出租方，该等货物的所有权属于山特维克。
- 10.3.** In addition to all other rights which Sandvik has under the Contract or applicable Laws, Sandvik will be entitled to enter the premises of the Purchaser (including leased premises) at any time (to the extent permissible by Law) to recover possession of the Goods that are subject to Clause 10.1.
- 除山特维克根据合同或适用法律享有的所有其他权利外，山特维克将有权随时(以法律允许为限)进入买方的场地(包括租赁场地)，以收回受第 10.1 条约束的货物的所有权。
- 10.4.** The parties agree that, where Sandvik enters the premises of the Purchaser to take possession of the Goods and it is not possible to identify which goods are Goods owned by Sandvik but are in the possession of the Purchaser, the Goods will be deemed sold to the Purchaser in the same sequence that the Purchaser took delivery of the Goods.
- 双方同意，如果山特维克进入买方的场地取回货物，并且无法确定哪些货物属于山特维克所有，但由买方占有，则货物将被视为按照买方接收货物的相同顺序出售给买方。
- 10.5.** If the quantity of the Goods exceeds the amount owing, Sandvik will be entitled to determine which of the Goods it claims ownership in. If the quantity of the Goods exceeds the amount owing, Sandvik will have the right to determine which of the Goods it claims ownership in. If the quantity of the Goods exceeds the amount owing, Sandvik will have the right to determine which of the Goods it claims ownership in.
- 如果货物数量超过所欠金额，山特维克将有权决定对哪一部分货物主张所有权。
- 10.6.** The Purchaser shall: (a) keep the Goods adequately insured against all risks (for goods of that kind) from the point in time that risk in the Goods passes to the Purchaser under Clause 5.1 and until the point in time in which legal title to the Goods passes to the Purchaser under Clause 10.1; and (b) if requested by Sandvik, provide Sandvik with a copy of the relevant insurance policies promptly and without delay.
- 买方应：(a) 从货物风险根据第 5.1 条转移给买方的时间点起，直到货物的法定所有权根据第 10.1 条转移给买方的时间点止，对货物(该类货物)的所有风险进行充分投保；以及(b) 如果山特维克要求，立即向山特维克提供相关保险单的副本，不得延误。
- 10.7.** Without limiting any other of Sandvik's rights or remedies, if, before title to the Goods passes to the Purchaser under Clause 10.1, the Purchaser becomes subject to an Insolvency Event then: (a) the Purchaser's right to re-sell the Goods or use them in the ordinary course of the Purchaser's business shall cease immediately; and (b) Sandvik may at any time: (i) require the Purchaser to deliver up all Goods in its possession that have not been re-sold or irrevocably incorporated into another product; and (ii) if the Purchaser fails to comply with Clause 10.7(b)(i), enter any premises of the Purchaser (or of any third party where the Goods are stored) in order to recover them.
- 在不限制山特维克的任何其他权利或补救措施的情况下，如果在货物的所有权根据第 10.1 条转移给买方之前，买方受到破产事件的影响，则：(a) 买方转售货物或在正常业务过程中使用货物的权利应立即终止；以及(b) 山特维克可随时：(i) 要求买方交出其拥有的所有未转售或不可撤销地并入另一产品的货物；以及(ii) 如果买方未能遵守第 10.7 (b) (i) 条的规定，进入买方(或任何存放货物的第三方)的任何场所取回货物。
- 11. Goods - Sandvik Warranty**
货物 - 山特维克质保
- 11.1.** The parties agree that the Sandvik Warranty applicable at the date of Order Acceptance shall: (a) if within the scope of the Sandvik Warranty, apply to the Goods supplied by Sandvik; and (b) at the Purchaser's request, be provided or made available to the Purchaser at the time of the Contract.
- 双方同意，在订单接受函之日适用的山

- 特维克质保：(a) 如果在山特维克质保范围内，适用于山特维克供应的货物；以及 (b) 应买方要求，在合同签订时提供给买方。
- 11.2. To the extent that the Sandvik Warranty does not apply to the Goods and subject to Clause 11.4, Sandvik warrants that the Goods supplied (which, for the avoidance of doubt, excludes commissioning of the Goods) shall, under proper use, be free from defects in materials and workmanship and substantially conform to the Contract for a period of three (3) months (or two (2) months in the case of chemical resins and resin capsules) from (and including) the Delivery Date. 如果山特维克质保不适用于货物，并受第 11.4 条的约束，则山特维克保证所供应的货物（为避免疑义，不包括货物的调试）在正确使用的情况下，从交付日期起三（3）个月（如果是化学树脂和树脂胶囊，则为两（2）个月）内不会出现材料和工艺缺陷，并基本符合合同要求
- 11.3. For the purposes of Clause 11.2: (a) **“proper use”** means installation, commissioning, operation and maintenance in accordance with Sandvik’s relevant documentation; and (b) **“defects”** means any defect or omission in materials or workmanship and any nonconformity with the specifications for the Goods agreed in the Contract (excluding trivial or immaterial defects not affecting functionality or use). 就第 11.2 条而言：(a) **“正确使用”**是指按照山特维克的相关文件进行安装、调试、运行和维护；(b) **“缺陷”**是指材料或工艺上的任何瑕疵和/或疏漏，以及与合同中约定的货物规格不符之处（不包括不影响功能或使用的微小或非实质性缺陷）。
- 11.4. In no event does Sandvik give any warranty to parts or components manufactured and/or supplied by any third party, unless otherwise agreed in the Contract. 除非合同中另有约定，山特维克在任何情况下都不对任何第三方制造和/或供应的零件或部件提供任何质保。
- 11.5. To the fullest extent permissible under applicable Law: (a) the warranties given in the Sandvik Warranty and in Clause 11.2 are in lieu of all other warranties or conditions express, implied or statutory, including warranties of satisfactory quality and fitness for a particular purpose and any remedies for consequential or other loss against a manufacturer of the Goods; and (b) no other warranties express or implied are given unless they are expressly given by Sandvik in writing. 在适用法律允许的最大范围内：(a) 山特维克质保和第 11.2 条中规定的质保代替所有其他明示、暗示或法定的质保或条件，包括质量令人满意和适合特定用途的质保，以及对货物制造商的间接或其他损失的任何补救措施；以及 (b) 除非山特维克以书面形式明确给出，否则不作任何其他明示或暗示的质保。
- 11.6. Subject to Clause 18.1 (Liability), Sandvik’s obligations under this Clause 11 shall be limited (at Sandvik’s option): (a) as described in the Sandvik Warranty; and (b) in all other cases, to making good by repair, replacement, or refund of any Goods in which any defect appears. 根据第 18.1 条（责任），山特维克在第 11 条下的义务应限于（由山特维克选择）：(a) 如山特维克质保中所述；以及 (b) 在所有其他情况下，通过修理、更换或退还出现任何缺陷的任何货物进行赔偿。
- 11.7. Any warranty claim must be notified in writing by the Purchaser to Sandvik within the applicable warranty period. 任何质保索赔必须由买方在适用的质保期内以书面形式通知山特维克。
12. **Services 服务**
- 12.1. Subject to Clause 12.412.4, Sandvik shall perform the Services: (a) using reasonable skill and care; (b) substantially in accordance with the Service descriptions (if any) specified in the Contract; (c) in accordance with all applicable Laws that bind Sandvik as a provider of the Services; and (d) using reasonable endeavours to meet the performance dates specified in the Contract provided that the Purchaser acknowledges and agrees that, unless expressly agreed otherwise in the Contract: (i) any such dates will be estimates only; and (ii) time shall not be of the essence of the Contract. 根据第 12.4 条，山特维克应履行以下服务：(a) 使用合理的技能和谨慎；(b) 基本上符合合同中规定的服务说明（如果有）；(c) 符合所有约束山特维克作为服务提供商的适用法律；以及 (d) 尽合理努力满足合同中规定的履行日期，前提是买方承认并同意，除非合同中另有明确约定：(i) 任何此类日期仅是估计日期；以及 (ii) 时间不是合同的要素。
- 12.2. The Purchaser shall, in connection with the Services: (a) perform its obligations under the Contract (including, in particular, Clause 22 (Unsafe conditions and applicable Laws)); (b) obtain and maintain all necessary licences, consents, and permissions necessary for it to provide or make available the Purchaser’s materials and facilities to Sandvik; (c) provide, for Sandvik, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Purchaser’s premises, office accommodation, and other facilities as reasonably requested by Sandvik from time to time; (d) provide Sandvik with, in a timely manner, all reasonably requested assistance and materials requested by Sandvik in connection with the Services; (e) inform Sandvik of all health and safety and security requirements that apply to the Purchaser’s premises; (f) use the latest end-point security and versions of anti-virus definitions and software available from an industry accepted anti-virus software provider in respect of its computer systems, technology and network infrastructure that Sandvik is required to use in connection with the Services or which connect to Sandvik’s own systems; (g) perform any other responsibilities (as specified in the Quote, Order Acceptance, or elsewhere in the Contract); and (h) use the Goods and any outputs or deliverables arising from the Services in accordance with Sandvik’s documented instructions, together, the **“Purchaser Obligations”**. 就服务而言，买方应：(a) 履行其在合同项下的义务（尤其包括第 22 条（不安全条件和适用法律））；(b) 获得并保留向山特维克提供买方材料和设施所需的所有必要的执照、同意和许可；(c) 及时免费向山特维克、其代理人、分包商、顾问和雇员提供进入买方场所、办公场所和山特维克不时合理要求的其他设施的权利；(d) 及时向山特维克提供山特维克合理要求的与服务相关的所有协助和材料；(e) 告知山特维克适用于买方场所的所有健康、安全和安保要求；(f) 在其计算机系统、技术和网络基础设施方面，使用行业认可的防病毒软件提供商提供的最新终端安全和防病毒定义和软件版本，山特维克需要在服务中使用或连接到山特维克自己的系统；(g) 履行任何其他责任（如报价书、订单接受函或合同其他地方所规定的）；以及 (h) 根据山特维克的书面说明以及**“买方义务”**使用货物以及服务产生的任何输出或交付物。
- 12.3. To the fullest extent permitted by applicable Law and except to the extent expressly set out in Clause 12.1: (a) Sandvik does not give any warranties, representations, or other commitments to the Purchaser with respect to the Services; and (b) all other warranties, conditions, representations, and terms (whether written or oral, express or implied by statute, common law, custom, trade usage, course of dealing or otherwise, including as to satisfactory quality, fitness for a particular purpose or use, accuracy, adequacy, completeness or timeliness) are expressly excluded. 在适用法律允许的最大范围内，除第 12.1 条明确规定的范围外：(a) 山特维克不向买方提供任何与服务有关的保证、陈述或其他承诺；以及 (b) 所有其他保证、条件、陈述和条款（无论是书面的还是口头的，由法令、普通法、习惯、贸易惯例、交易过程或其他方式明示或暗示的，包括质量令人满意、适合特定目的或用途、准确性、充分性、完整性或及时性）均明确排除。
- 12.4. Sandvik will not be in breach of the Contract and, subject to Clause 18.1 (Liability), will have no liability to the Purchaser (whether in contract (including under any indemnity or warranty), in tort (including negligence), for breach of statutory duty, or otherwise) arising under or in connection with the Contract for any loss or damage arising from any failure by Sandvik (or its personnel) to perform any obligations under the Contract if, and to the extent, such failure: (a) results from a failure by the Purchaser (or its personnel) to perform a Purchaser Obligation; (b) is caused by any other act, omission, or default of the Purchaser (or its personnel) in the performance of a Purchaser Obligation; or (c) Sandvik following the Purchaser’s designs, specifications, or instructions. 山特维克不会违反合同，且根据第 18.1 条（责任）的规定，如果在一定程度上，因 (a) 买方（或其人员）未能履行买方义务；(b) 买方（或其人员）在履行买方义务时的任何其他行为、疏忽或违约；或 (c) 山特维克遵循买方的设计、规格或说明造成的山特维克（或其人员）未能履行合同项下的任何义务而导致的或与合同相关的任何损失或损害，山特维克不对买方承担任何责任（无论

Terms and Conditions of Supply
供货条款和条件
(for Goods, Services, and Digital Services)
(用于货物、服务和数字化服务)

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供货条款和条件 (第 1.2 版: 2024 年 3 月·中国)

- 是在合同中（包括任何赔偿或保证）、侵权行为（包括疏忽）、违反法定义务或其他）。
- 12.5. In the event of any failure by the Purchaser (or its personnel) to perform a Purchaser Obligation, Sandvik may, and without prejudice to any other right or remedy available to it, equitably adjust: (a) the estimated due date for the delivery of the Services (including any deliverable) or Goods; and (b) any other timetable for delivery agreed between the parties from time to time. 如果买方（或其人员）未能履行买方义务，山特维克可以在不损害其任何其他权利或补救措施的情况下，公平地调整：(a) 交付服务（包括任何可交付物）或货物的预计到期日；以及 (b) 双方不时商定的任何其他交货时间表。
- 13. Intellectual Property Rights 知识产权**
- 13.1. Sandvik (or its licensors): (a) is and will remain the owner of the Sandvik IPR; and (b) may freely incorporate into the Sandvik IPR any feedback or suggested improvements provided by, or on behalf of, the Purchaser. 山特维克（或其许可人）：(a) 现在是并将继续是山特维克知识产权的所有者；以及 (b) 可以自由地将买方或代表买方提供的任何反馈或改进建议纳入山特维克知识产权。
- 13.2. Except as expressly stated in the Contract, the Purchaser shall have no right or interest in the Sandvik IPR. 除非合同中明确规定，否则买方对山特维克知识产权没有任何权利或利益。
- Licence to use Project IPR 项目知识产权使用许可
- 13.3. Upon Order Acceptance and, subject to the full payment of the Amount Payable for the relevant Goods or Services, Sandvik grants the Purchaser a non-exclusive, non-transferable, non-assignable, non-sub-licensable licence to use the Project IPR (which shall exclude the Digital Services), strictly limited to the extent necessary for installing, and operating the Goods originally delivered by Sandvik, in accordance with manuals and use instructions supplied by Sandvik, and for receiving the Services and for no other purposes whatsoever. 根据订单接受函，在全额支付相关货物或服务的应付款项的前提下，山特维克授予买方非独家、不可转让、不可再转让、不可再许可的项目知识产权（不包括数字化服务）使用许可，严格限于根据山特维克提供的手册和使用说明安装和操作山特维克最初交付的货物，以及接受服务，不得用于任何其他目的。
- 13.4. Unless expressly agreed otherwise between the parties in writing, the limited licence described in Clause 13.3.13.3 shall continue unless terminated in accordance with these ToS. 除非双方另有明确的书面约定，否则第 13.3 条中所述的有限许可将继续有效，但根据本供货条款和条件终止的情况除外。
- 13.5. Nothing in the Contract permits the Purchaser to copy, reproduce, modify, adapt, alter, translate, reverse engineer, 3D copy/print, or create derivative works from any Goods or Services or of the Sandvik IPR, in whole or in part, without Sandvik's prior written consent.
- 未经山特维克事先书面同意，合同中的任何条款均不允许买方对任何货物或服务或山特维克知识产权的全部或部分进行复制、翻印、修改、改编、更改、翻译、逆向工程、3D 复制/打印或创建衍生作品。
- 13.6. If the Purchaser uses any of the Sandvik IPR in breach of the Contract, Sandvik may immediately terminate or revoke such rights, in whole or in part in its sole discretion. 如果买方违反合同使用山特维克知识产权，山特维克可自行决定立即全部或部分终止或撤销此类权利。
- Licence to use the Digital Service 数字化服务的使用许可
- 13.7. The Purchaser shall be permitted to use the Digital Service and Software as described in Clause 17 (Software) or otherwise as described in the separate terms of use applicable to the relevant Digital Services provided or made available to the Purchaser by Sandvik in advance of the Digital Services. 应允许买方使用第 17 条（软件）中所述的数字化服务和软件，或山特维克在提供数字化服务之前向买方提供的相关数字化服务的单独使用条款中所述的数字化服务和软件。
- General 一般信息
- 13.8. The Purchaser acknowledges and agrees that the Goods, Services, and Digital Services comprise commercially valuable, proprietary assets and trade secrets of Sandvik or its licensors, the design and development of which reflect the effort of skilled developers and the investment of considerable time and money by or on behalf of Sandvik. 买方承认并同意，货物、服务和数字化服务包含山特维克或其许可方的具有商业价值的专有资产和商业秘密，其设计和开发反映了有经验的开发人员的努力以及山特维克或其代表投入的大量时间和金钱。
- 13.9. If (at any time): (a) through use of the Goods, Services, or Digital Services; (b) by operation of applicable Law; or (c) otherwise, the Purchaser comes to own Intellectual Property Rights in the Sandvik IPR then the Purchaser shall (promptly on Sandvik's request and without delay) assign (or procure the assignment of) such Intellectual Property Rights to Sandvik and, to the extent permitted by applicable Law, waive (or procure the waiver of) all moral rights (and analogous rights) worldwide in connection with such Intellectual Property Rights. 如果（随时）：(a) 通过使用货物、服务或数字化服务；(b) 适用法律的实施；或 (c) 其他情况，买方将拥有山特维克的知识产权，则买方应（根据山特维克的要求，立即且毫不拖延地）将此类知识产权转让（或促使转让）给山特维克，并在适用法律允许的范围内，放弃（或促使放弃）世界范围内与此类知识产权相关的所有著作者的精神权利（及类似权利）。
- 14. IPR Indemnity 知识产权赔偿**
- 14.1. Subject to Clauses 14.2, 14.3, 14.4, 14.5, and 18 Sandvik shall indemnify the Purchaser against any claim made against the Purchaser by a third party to the extent that such claim alleges that the Purchaser's use of the Goods, Digital Services, or Services (excluding, in each case, any third party products or components) in accordance with the Contract infringes any Intellectual Property Rights belonging to that third party (the "Sandvik Indemnity"). 根据第 14.2、14.3、14.4、14.5 条和第 18 条，如果索赔声称买方根据合同使用货物、数字化服务或服务（在每种情况下，不包括任何第三方产品或组件）侵犯了属于第三方的任何知识产权，则山特维克应就第三方对买方提出的任何索赔对买方进行赔偿（“山特维克赔偿”）。
- 14.2. The Sandvik Indemnity: (a) applies only to loss or damage that is: (i) awarded to the third party and against the Purchaser by a court or other body having competent jurisdiction over the indemnified claim; or (ii) agreed by Sandvik to be paid to the third party in settlement of the indemnified claim; (b) is subject to: (i) the Purchaser giving Sandvik prompt notice of the indemnified claim (and in any event ensuring that notice is given within five (5) Days of the Purchaser becoming aware of, or being notified of, the indemnified claim); (ii) the Purchaser providing reasonable co-operation to Sandvik in the defence and settlement of the indemnified claim; (iii) the Purchaser taking all reasonable and timely action necessary to mitigate all loss, damage, costs, and expenses incurred by the Purchaser as a result of the indemnified claim (including taking such reasonable actions as Sandvik may request to avoid, dispute, resist, appeal, compromise, or defend any such indemnified claim); and (iv) Sandvik being given sole authority to defend and settle the indemnified claim. 山特维克赔偿：(a) 仅适用于以下损失或损害：(i) 由法院或其他对赔偿索赔有管辖权的机构判给第三方并针对买方的损失或损害；或 (ii) 山特维克同意支付给第三方以解决被赔偿的索赔；(b) 受制于：(i) 买方立即向山特维克发出赔偿索赔通知（并且在任何情况下，确保在买方意识到或被告知赔偿索赔后的五（5）天内发出通知）；(ii) 买方在负责索赔的抗辩与和解中向山特维克提供合理的合作；(iii) 买方采取所有合理和及时的必要行动，以减轻买方因赔偿索赔而遭受的所有损失、损害、成本和费用（包括采取山特维克可能要求的合理行动，以避免、争议、抵制、上诉、妥协或辩护任何此类赔偿索赔）；以及 (iv) 山特维克被授予辩护和解决被赔偿索赔的唯一权力。
- 14.3. In the defence or settlement of any claim to which the Sandvik Indemnity applies, Sandvik may: (a) procure a right for the Purchaser to continue using the infringing material or service; (b) replace or modify the infringing materials or service so that it becomes non-infringing; or (c) if such remedies are not reasonably available, terminate or suspend the Contract on notice to the Purchaser without any additional liability to the Purchaser. 在山特维克赔偿适用的任何索赔的辩护或和解中，山特维克可以：(a) 为买方获得继续使用侵权材料或服务的权利；(b) 替换或修改侵权材料或服务，使

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- 其不侵权; 或 (c) 如果此类补救措施不合理, 通知买方终止或暂停合同, 且不对买方承担任何额外责任。
- 14.4. Where Clause 14.3 applies, Sandvik shall provide the Purchaser with a refund of the Amount Payable for the infringing material or service to the extent not delivered or received by the Purchaser. 在第 14.3 条适用的情况下, 山特维克应向买方退还买方未交付或未收到的侵权材料或服务的应付金额。
- 14.5. In no event shall Sandvik, its Affiliates, or their employees, agents, or subcontractors be liable to the Purchaser to the extent that the indemnified claim is based on any one (or more) of the following: (a) a modification of the Goods, Services, or Digital Service (or their outputs) by anyone other than Sandvik or its representatives; (b) an infringing third party component or product; (c) use of materials, documentation, or data provided or made available by the Purchaser; (d) compliance with the Purchaser's instructions, specifications, or other requirements; (e) the Purchaser's use of the Goods, Services, or Digital Service in breach of the Contract; or (f) a breach of a Purchaser Obligation. 在任何情况下, 山特维克、其关联方或其员工、代理人或分包商均不对买方承担基于以下任何一项 (或多项) 赔偿索赔的责任: (a) 山特维克或其代表以外的任何人对货物、服务或数字化服务 (或其输出) 的修改; (b) 侵权的第三方部件或产品; (c) 使用买方提供的材料、文件或数据; (d) 符合买方的指示、规范或其他要求; (e) 买方违反合同使用货物、服务或数字化服务; 或 (f) 违反买方义务。
- 14.6. The Purchaser shall have no rights or remedies in respect of infringement of any third party Intellectual Property Rights except as expressly set out in this Clause 14. 除非第 14 条中明确规定, 否则买方无权就侵犯任何第三方知识产权的行为获得任何权利或补救。
- 15. Confidential Information 保密信息**
- 15.1. The Purchaser agrees: (a) to only use Sandvik's Confidential Information to exercise its rights and perform its obligations under or in connection with the Contract; and (b) that any information disclosed by or on behalf of Sandvik is, and remains, Sandvik's property at all times. 买方同意: (a) 仅将山特维克的保密信息用于行使和履行合同项下的或者与合同有关的权利和义务; 以及 (b) 山特维克或代表山特维克披露的任何信息始终是山特维克的财产。
- 15.2. Each party undertakes to the other that it shall: (a) not, at any time and except as permitted by Clause 15.3, disclose any Confidential Information belonging to the other to a third party (including information concerning technical solutions or problems or the results of testing, which information shall be construed as Sandvik's Confidential Information); and (b) hold the other party's Confidential Information in confidence using at least the same degree of care (but not less than a reasonable degree of care) to safeguard and prevent disclosure to third parties as it applies to its own information of a similar nature. 各方向另一方承诺: (a) 除第 15.3 条允许的情况外, 不得在任何时候向第三方披露属于另一方的任何保密信息 (包括有关技术解决方案或问题或测试结果的信息, 该信息应被视为山特维克的保密信息); 以及 (b) 对另一方的保密信息保密, 采取至少与其自身类似性质的信息相同的谨慎程度 (但不低于合理的谨慎程度) 来保护和防止向第三方披露。
- 15.3. Subject to Clause 1919 (Sanctions, Export Laws, End-User assurance etc.), each party may disclose the other party's Confidential Information: (a) to its Affiliates or Representatives who need to know the Confidential Information for the purposes of exercising that party's rights or carrying out that party's obligations under or in connection with the Contract, provided that: (i) an Affiliate or Representative receiving Sandvik's Confidential Information may not be a direct competitor of Sandvik without Sandvik's express prior written consent; and (ii) the party making the onward disclosure: (A) takes all steps necessary to ensure that its Affiliates or Representatives are aware of, and comply with, the confidentiality obligations contained in this Clause 15 as though they were a party to the Contract; and (B) shall be responsible for its Affiliates' or Representatives' acts or omissions and compliance with the confidentiality obligations set out in this Clause 15; and (b) as may be required by Law, a court of competent jurisdiction, or any governmental or regulatory authority. 受第 19 条 (制裁、出口法、最终用户保证等) 约束, 每一方可将另一方的保密信息披露给: (a) 为了行使该方的权利或履行该方在合同项下或与合同有关的义务而需要了解保密信息的其关联方或代表, 但前提是: (i) 未经山特维克事先明确书面同意, 接收山特维克保密信息的关联方或代表不得成为山特维克的直接竞争对手; (ii) 进行进一步披露的一方: (A) 采取一切必要措施, 确保其关联方或代表了解并遵守第 15 条中包含的保密义务, 就像他们是合同的一方一样; 和 (B) 应对其关联方或代表的作为或不作为以及遵守第 15 条规定的保密义务负责; 以及 (b) 根据法律、有管辖权的法院或任何政府或监管机构的要求进行披露。
- 15.4. The obligations imposed by this Clause 15 shall not apply to any Confidential Information which is or becomes: (a) in the public domain other than as a result of the breach of an obligation under the Contract; (b) lawfully acquired from a third party who owes no obligation of confidence in respect of the information; (c) independently developed by the recipient without reference to the Confidential Information; (d) in the recipient's lawful possession prior to receipt; or (e) required to be disclosed by mandatory Law or by order of a judicial or governmental or regulatory authority. 第 15 条规定的义务不适用于以下任何保密信息: (a) 公开信息, 因违反合同项下的义务而公开的信息除外; (b) 从对该信息不承担保密义务的第三方合法获得的信息; (c) 由接收方独立开发且未参考保密信息的信息; (d) 在接收之前由接收方合法拥有的信息; 或 (e) 强制性法律或司法、政府或监管机构的命令要求披露的信息。
- 15.5. Each party reserves all rights in its Confidential Information and no rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party or shall be implied from the Contract. 各方对其保密信息保留所有权利, 除合同中明确规定的权利或义务外, 任何一方的保密信息的权利或义务均不授予另一方, 合同也不会默示该等权利或义务。
- 16. Data 数据**
- Input Data and Output Data
输入数据和输出数据
- 16.1. The Purchaser acknowledges and agrees that Sandvik may: (a) collect, store, analyse, and process any Input Data, Output Data, and other metrics and logs (i.e., use data) collected by the Goods in order for Sandvik to: (i) provide the Purchaser with the Digital Services (including the Equipment Monitoring Services and any services in relation or in connection thereto provided by Sandvik or its Representatives); and (ii) develop Sandvik Data to use for the Purpose; and (b) permit its Distributors permission to access and process Output Data solely in connection with the Contract and for the purpose of enabling such Sandvik Distributors perform services in connection with the Contract. 买方承认并同意山特维克可以: (a) 收集、存储、分析和处理货物收集的任何输入数据、输出数据和其他指标和日志 (即使用数据), 以便山特维克: (i) 向买方提供数字化服务 (包括山特维克或其代表提供的设备监控服务和任何相关服务); 和 (ii) 开发山特维克的数据用于此目的; 以及 (b) 允许其经销商访问和处理仅与合同相关的输出数据, 旨在使山特维克经销商能够履行与合同相关的服务。
- 16.2. The Digital Services (including the Equipment Monitoring Service) may include monitoring: (a) equipment hours; and (b) equipment productivity, or assisting or conducting aftermarket services or similar. 数字化服务 (包括设备监控服务) 可包括监控: (a) 设备小时数; 和 (b) 设备生产率, 或协助或进行售后服务等。
- 16.3. The Purchaser may use Input Data and Output Data for its own internal business purposes provided that the Purchaser shall not, without obtaining Sandvik's prior written consent, disclose or otherwise make available any Input Data or Output Data (in whole or in part and regardless of format) to any third party (excluding its Affiliates); provided, however, that the Purchaser may disclose Input Data or Output Data to its third party service providers who: (a) have need to know the Input Data or Output Data in order to service the Goods for and on behalf of the Purchaser; and (b) have entered into written confidentiality undertakings with the Purchaser that are no less protective of the Input Data and Output Data as those contained in the Contract and prevent further onward disclosure.

Terms and Conditions of Supply
供货条款和条件
(for Goods, Services, and Digital Services)
(用于货物、服务和数字化服务)

Terms and Conditions of Supply (Version v1.2: March 2024 – China)
供货条款和条件 (第 1.2 版: 2024 年 3 月·中国)

- 买方可将输入数据和输出数据用于其内部业务目的，但未经山特维克事先书面同意，买方不得向任何第三方（不包括其关联方）披露或以其他方式提供任何输入数据或输出数据（全部或部分，无论何种格式）。但是，买方可以向其第三方服务提供商披露输入数据或输出数据，前提是该第三方服务提供商：（a）需要知道输入数据或输出数据，以便为买方或代表买方提供服务；以及（b）与买方签订书面保密承诺，该承诺对输入数据和输出数据的保护不亚于合同中包含的内容，并防止进一步的披露。
- 16.4. Sandvik shall: (a) in connection with, and during the term of, the Equipment Monitoring Service; and (b) following the Purchaser's written request, provide or otherwise make available to the Purchaser a copy of any Purchaser-specific Input Data or Output Data stored by Sandvik from time to time. 山特维克应：（a）在设备监控服务期间，提供设备监控服务；以及（b）根据买方的书面要求，向买方提供或以其他方式提供山特维克不时存储的任何买方特定输入数据或输出数据的副本。
- 16.5. Except as may be permitted in separate terms of use applicable to the Digital Services, the Purchaser will not install any third party hardware or software in, or onto, the Goods, nor shall it connect the Goods to any third party computer or automation system without obtaining Sandvik's prior written consent. 除非适用于数字化服务的单独使用条款允许，否则未经山特维克事先书面同意，买方不得在货物中安装任何第三方硬件或软件，也不得将货物连接到任何第三方计算机或自动化系统。
- 16.6. Sandvik shall apply the same security and confidentiality standards to the Input Data and Output Data as it applies to its own commercially sensitive data. 山特维克应对输入数据和输出数据采用与其自身商业敏感数据相同的安全和保密标准。
- Equipment Monitoring Service
设备监控服务
- 16.7. The Purchaser acknowledges and agrees that: (a) the Equipment Monitoring Service is a Digital Service provided by Sandvik based on Input Data received by Sandvik; and (b) Sandvik does not warrant (and cannot guarantee) that the Equipment Monitoring Service completely and accurately reflects the factual condition of the Connected Equipment; and (c) it is the Purchaser's sole responsibility to: (i) review the information in relation to the Equipment Monitoring Service; and (ii) confirm the actual condition of the Connected Equipment. 买方承认并同意：（a）设备监控服务是山特维克根据山特维克收到的输入数据提供的数字化服务；和（b）山特维克不保证（也不能保证）设备监控服务完全准确地反映关联设备的实际情况；以及（c）买方的唯一责任是：（i）审查与设备监控服务相关的信息；以及（ii）确认关联设备的实际状况。
- 16.8. If, and to the extent, Input Data and/or Output Data contains any Personal Data, both parties agree to comply with all applicable requirements of the Data Protection Legislation. 如果输入数据和/或输出数据包含任何个人数据，双方同意遵守数据保护法的所有适用要求。
- 16.9. For the purposes of the Data Protection Legislation, the Purchaser is the data controller and Sandvik is the data processor for such Personal Data. 出于数据保护法的目的，买方是数据控制器，山特维克是此类个人数据的数据处理器。
- 16.10. For the avoidance of doubt, the Purchaser is solely responsible for ensuring that: (a) it has provided all necessary notices to all relevant data subjects; and (b) if deemed necessary by the Purchaser, all appropriate consents have been obtained to enable the lawful transfer to, and processing of, Input Data and/or Output Data by Sandvik and its Representatives (including Distributors) as described in the Contract. 为避免疑问，买方全权负责确保：（a）其已向所有相关数据主体提供了所有必要的通知；以及（b）如果买方认为有必要，已获得所有适当的同意，以使山特维克及其代表（包括经销商）能够合法传输和处理输入数据和/或输出数据，如合同所述。
- 16.11. The Purchaser hereby agrees that Sandvik, at its discretion and subject to Clause 16.8.16.8, may engage any subcontractor inside or outside the UK/EU/EEA as a sub-processor for the processing of Personal Data hereunder; provided that Sandvik shall remain responsible in relation to the Purchaser for the acts and omissions of such subcontractors. 买方在此同意，山特维克可自行决定并根据第 16.8 条聘请英国/欧盟/欧洲经济区内的任何分包商作为个人数据处理的子处理器；但是山特维克仍应对该分包商的行为和疏忽向买方负责。
- 16.12. Except as expressly set out in the Contract, Sandvik: (a) makes no separate representation, warranty, or statement concerning the Digital Service, Equipment Monitoring Service, or software, their use, performance, results obtained, integration, satisfactory quality, suitability for any Purchaser requirements or given or intended purpose or situation, or information technology systems or its virus-free, error free or uninterrupted operation, or that the Digital Service, Equipment Monitoring Service, or software will not affect or disrupt any information technology systems; (b) does not provide any representation or warranty as to the accuracy of any Input Data and/or Output Data and makes no statement about the suitability of the Digital Service or Equipment Monitoring Service for a given situation; and (c) shall be under no obligation to store any Purchaser-specific data except for the Input Data. 除非合同中明确规定，否则山特维克：（a）不对数字化服务、设备监控服务或软件、其用途、性能、获得的结果、集成、令人满意的质量、对任何买方要求或给定或预期目的或情况的适用性、或信息技术系统或其无病毒、无错误或不间断的运行，或数字化服务、设备监控服务或软件不会影响或破坏任何信息技术系统做出单独的陈述、保证或声明；（b）不对任何输入数据和/或输出数据的准确性提供任何陈述或保证，也不对数字化服务或设备监控服务在给定情况下的适用性做出声明；以及（c）没有义务存储除输入数据之外的任何买方特定数据。
- 16.13. The Purchaser agrees to indemnify (and keep indemnified) and fully reimburse Sandvik from and against any and all actions, claims (including counterclaims), proceedings, costs (including all reasonable legal costs), losses, damages, fines, penalties (including punitive or exemplary damages) and all other liabilities resulting from any obligations, acts and/or omissions by the Purchaser under this Clause 16 except where and to the extent that such violation is due to Sandvik's breach of its obligations under Clause 16.6. 买方同意赔偿（并保持赔偿）并全额补偿山特维克免于承担任何及所有诉讼、索赔（包括反诉）、诉讼程序、费用（包括所有合理的法律费用）、损失、损害赔偿、罚款、处罚（包括惩罚性或惩戒性损害赔偿）以及因买方在第 16 条项下的任何义务、行为和/或疏忽而产生的所有其他责任，但因山特维克违反其在第 16.6 条项下的义务所致的赔偿除外。
17. **Software**
软件
- 17.1. Where the sale of any Goods, Services, Digital Services, or Connected Equipment also comprises the provision of software or systems ("Software") then, subject to any alternative licence specified in any separate terms of use applicable to the Digital Services, the Purchaser is granted, during the term of the Contract, a non-exclusive, non-transferable, non-sublicensable, and revocable right to use the relevant Software in accordance with the terms set forth in the Contract (while title to and any and all rights relating to the Software shall always remain vested in Sandvik). 如果任何货物、服务、数字化服务或关联设备的销售还包括软件或系统（“软件”）的供应，那么，根据适用于数字化服务的任何单独使用条款中规定的任何替代许可，买方在合同期限内被授予根据合同中规定的条款使用相关软件的非独家、不可转让、不可再许可和可撤销的权利（而软件的所有权和任何及所有相关权利应始终归山特维克所有）。
- 17.2. The Purchaser shall not: without the prior written consent of Sandvik; or except to the extent expressly permitted under applicable Law: (a) format, convert, adapt, modify, reverse engineer, decompile, or disassemble the Digital Service or any Software or remove any Software from the Goods or Connected Equipment; (b) make copies of the relevant Digital Service or Software; (c) sell, licence, transfer, or otherwise dispose of, or distribute, the Digital Service or Software; or (d) use the Digital Service or Software for any other purpose than to the extent necessary for installing, operating and maintaining the Goods. 未经山特维克事先书面同意，买方不得（或者除非适用法律明确允许）：（a）格式化、转换、改编、修改、逆向工程、反编译或反汇编数字化服务或任何软件；或者从货物或关联设备中删除任何软件；（b）复制有关的数字化服务或软件；（c）销售、许可、转让或以其他方式

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供货条款和条件
(for Goods, Services, and Digital Services)
(用于货物、服务和数字化服务)

Terms and Conditions of Supply (Version v1.2: March 2024 – China)
 供货条款和条件 (第 1.2 版: 2024 年 3 月·中国)

- 处置或分发数字化服务或软件; 或 (d) 将数字化服务或软件用于安装、操作和维护货物所需范围之外的任何其他目的。
- 17.3. The Purchaser shall procure and ensure that its Representatives comply with Clause 17.217.2. 买方应促使并确保其代表遵守第 17.2 条。
- 17.4. The Purchaser acknowledges and agrees that, as between the parties, the Digital Service (including the Equipment Monitoring Service) is provided to the Purchaser only and cannot be assigned by the Purchaser without Sandvik's prior written consent. 买方承认并同意, 在双方之间, 数字化服务 (包括设备监控服务) 仅提供给买方, 未经山特维克事先书面同意, 买方不得转让。
- 17.5. The Purchaser shall notify: (a) Sandvik if it sells, leases, rents, or otherwise assigns or transfers the Connected Equipment; and (b) the new customer and/or user that the Connected Equipment is connected to Sandvik's systems. 如果买方出售、租赁、出租或以其他方式转让或转移关联设备, 则买方应通知 (a) 山特维克; 以及 (b) 新客户和/或用户, 关联设备连接到山特维克的系统。
- 17.6. Other than the Connected Equipment, the Purchaser must have computer and network infrastructure that meets the requirements specified by Sandvik at Order Effective Date (the "Minimum Technical Requirements"). 除关联设备外, 买方必须拥有满足山特维克在订单生效日期规定的要求 ("最低技术要求") 的计算机和网络基础设施。
- 17.7. The Purchaser acknowledges and agrees that: (a) the performance of the Digital Service (including Equipment Monitoring Service) is dependent upon the Purchaser's information technology equipment meeting the Minimum Technical Requirements; (b) the Purchaser must throughout the term of the Contract ensure that its computing systems (including the network infrastructure) meets the Minimum Technical Requirements. 买方承认并同意: (a) 数字化服务 (包括设备监控服务) 的性能取决于买方的信息技术设备是否符合最低技术要求; (b) 买方必须在整个合同期限内确保其计算机系统 (包括网络基础设施) 符合最低技术要求。
- 17.8. The Purchaser acknowledges and agrees that Connected Equipment and Digital Services may contain: (a) third party software; and (b) software that is subject to open-source licences, and that such third party software and open-source software is provided "as is" and "as available" and without any representation or warranty of any kind. 买方承认并同意关联设备和数字化服务可能包含: (a) 第三方软件; 以及 (b) 受开放源代码许可证约束的软件, 此类第三方软件和开放源代码软件按"原样"和"按可用状态"提供, 不含任何形式的陈述或担保。
- 17.9. The Purchaser shall comply with any licence terms applicable to third party software and open-source software made known to it by Sandvik from time to time and agrees that such licence terms shall, unless otherwise expressly stated in the Contract, apply in lieu of these ToS as regards the Purchaser's use of such third party software and open-source software. 买方应遵守山特维克不时告知的适用于第三方软件和开源软件的任何许可条款, 并同意除非合同中另有明确规定, 否则此类许可条款应代替买方使用此类第三方软件和开源软件的供货条款和条件适用。
- 17.10. Any license granted or implied under the Contract can be revoked at any time. 合同项下授予或暗示的任何许可可随时撤销。
- 17.11. The Purchaser agrees to indemnify, defend, and hold harmless (and keep indemnified) Sandvik and its Representatives from and against all liabilities, costs and expenses suffered or incurred by Sandvik or its Representatives (including, without limitation, against all reasonable legal fees, arising out of or in connection with the delivery of or use of the Software by the Purchaser) except to the extent that any liability, loss or damage is solely and directly caused by negligence of Sandvik. 买方同意对山特维克或其代表遭受或发生的所有债务、成本和费用 (包括但不限于因买方交付或使用软件而产生或与之相关的所有合理的法律费用) 进行赔偿、辩护并使山特维克及其代表免受损害 (并保持赔偿), 除非任何债务、损失或损害完全直接由山特维克的疏忽造成。
- 18. Liability 责任**
- 18.1. Nothing in the Contract shall limit or exclude (or seeks to limit or exclude): 合同中的任何内容不得限制或排除 (或试图限制或排除):
- 18.1.1. either party's liability to the other (to a greater extent than is permitted by applicable Laws) for any loss or damage resulting from: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter in respect of which loss or damage may not be limited or excluded under applicable Laws; 任何一方对另一方因以下原因造成的任何损失或损害的责任 (超出适用法律允许的范围): (a) 因疏忽造成的死亡或人身伤害; (b) 欺诈或欺诈性失实陈述; 或 (c) 根据适用法律可能无法限制或排除损失或损害的任何其他事项;
- 18.1.2. Sandvik's liability to the Purchaser for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) and section 12 of the Sale of Goods Act 1979; (if applicable) 山特维克因违反 1982 年《货物和服务供应法》第 2 节 (所有权和不开占有) 和 1979 年《货物销售法》第 12 节所默示的条款而对买方承担的责任; (如适用)
- 18.1.3. the Purchaser's liability to Sandvik: (a) to pay the Amounts Payable (including the price, freight, insurance, VAT, other taxes, customs or excise levies or duties (or similar)); or (b) for loss or damage arising: (i) under an indemnity given in the Contract; (ii) from a breach of applicable Laws (including arising from Unsafe facilities or activities, or in contravention of Export Laws, Sanctions, or Data Protection Legislation); or (iii) from any breach of Clause 15 (Confidential Information). 买方对山特维克的责任: (a) 支付应付金额 (包括价格、运费、保险费、增值税、其他税费、关税或货物税 (或类似税费)); 或 (b) 由于下列原因造成的损失或损害: (i) 合同中规定的赔偿; (ii) 违反适用法律 (包括不安全的设施或活动, 或违反出口法律、制裁或数据保护法规); 或 (iii) 任何违反第 15 条 (保密信息) 的行为。
- 18.2. Subject to Clause 18.1, neither party shall be liable to the other (or to any third party claiming under or through the other) under any cause of action (whether such cause of action arises in contract (including under an indemnity or warranty), in tort or delict (including negligence or under statutory duty), for breach of statutory duty, or otherwise) for any loss or damage to the extent comprising: indirect, incidental, special, or consequential loss or damage; or 18.2.1 punitive or pure economic loss or cost; 18.2.2 loss of anticipated savings; 18.2.3 loss of contract or business opportunity; 18.2.4 loss of production or use; 18.2.5 loss or depletion of goodwill; 18.2.6 loss of profit, sales, revenue, or anticipated profit, sales, or revenue; 18.2.7 loss, damage, or corruption of data, in each case, whether arising directly or indirectly under or in connection with the Contract and whether or not reasonably foreseeable, reasonably contemplatable, actually foreseen, or actually contemplated by a party at the Order Effective Date. 根据第 18.1 条, 任何一方均不对另一方 (或根据或通过另一方提出索赔的任何第三方) 因任何诉讼原因 (无论该诉讼是合同 (包括赔偿或保证)、侵权行为或违法行为 (包括疏忽或法定义务)、违反法定义务或其他原因引起) 造成的任何损失或损害负责, 包括: 间接、附带、特殊或后果性损失或损害; 或 18.2.1 惩罚性或纯经济损失或费用; 18.2.2 预期节约的损失; 18.2.3 合同或商业机会的损失; 18.2.4 生产或使用损失; 18.2.5 商誉的损失或损耗; 18.2.6 利润、销售、收入或预期利润、销售或收入的损失; 18.2.7 数据的丢失或损坏 (在每种情况下, 无论是根据合同直接或间接引起的, 还是与合同有关的, 也无论在订单生效日期一方是否可以合理预见、合理考虑、实际预见或实际构成)。
- 18.3. **Goods:** Subject to Clauses 6.4, 18.1, and 18.2, Sandvik's total aggregate liability to the Purchaser (and to any third party claiming under or through the Purchaser) shall not, with respect to liability arising from or caused by the supply and sale of Goods in breach of the Contract, exceed ten percent (10%) of the Amounts Payable that have been paid by the Purchaser

Terms and Conditions of Supply
供货条款和条件
(for Goods, Services, and Digital Services)
(用于货物、服务和数字化服务)

Terms and Conditions of Supply (Version v1.2: March 2024 – China)
供货条款和条件 (第 1.2 版: 2024 年 3 月·中国)

- for the Goods giving rise to the claim.
货物: 根据第 6.4、18.1 和 18.2 条, 山特维克对买方 (以及根据买方或通过买方提出索赔的任何第三方) 的总累计责任, 就因违反合同供货和销售货物而产生或导致的责任而言, 不应超过买方已为引起索赔的货物支付的应付金额的百分之十 (10%)。
- 18.4. For the purpose of Clause 18.3, the Amounts Payable shall be calculated: (a) less any paid Delay Payments and reduction or reduced market value for replaced or terminated Goods claimed by the Purchaser; and (b) inclusive of all Amounts Payable for the initial commissioning of the Goods except in cases where the commissioning of the Goods is provided by Sandvik as a Service under a separate Contract. 就第 18.3 条的目的而言, 应付金额应计算如下: (a) 减去任何已支付的延迟付款和买方要求的替换或终止货物的减少或降低的市场价值; 和 (b) 包括货物初始调试的所有应付金额, 除非货物调试是山特维克根据单独的合同作为一项服务进行提供。
- 18.5. **Services and Digital Services:** Subject to Clauses 18.1 and 18.2, Sandvik's total aggregate liability to the Purchaser (and to any third party claiming under or through the Purchaser) shall not, with respect to liability arising from or caused by the provision of Services or Digital Services in breach of the Contract, in each successive period of twelve (12) months from (and including) the Order Effective Date (each a "Contract Year") and in respect of all causes of action arising in that Contract Year (as determined by the date on which the liability giving rise to the cause of action arose), exceed ten percent (10%) of the Amounts Payable that have been paid by the Purchaser for the Services or Digital Services giving rise to the claim under the Contract for the Contract Year in question.
服务和数字化服务: 根据第 18.1 条和第 18.2 条, 山特维克对买方 (以及根据买方或通过买方提出索赔的任何第三方) 的总累计责任, 就违反合同提供服务或数字化服务而产生或引起的责任而言, 不应: 在自订单生效日起 (包括该日) 的十二 (12) 个月内 (每个合同年), 对于该合同年内发生的所有诉讼原因 (由引起诉讼原因的责任发生的日期决定), 超过买方为该合同年内引起索赔的服务或数字化服务支付的应付金额的百分之十 (10%)。
- 18.6. The parties agree that the provisions of this Clause 18 (Liability) are considered by them to be reasonable in all the circumstances, having taken into account the nature of the Goods, Services, Digital Services, and the Amounts Payable. 双方同意, 考虑到货物、服务、数字化服务的性质和应付金额, 第 18 条 (责任) 的规定在所有情况下都是合理的。
19. **Sanctions, Export Laws, End-User Assurance etc.**
制裁、出口法、最终用户保证等
- 19.1. The Purchaser represents and warrants that neither it nor any Related Entity or Representative (including its Related Entities) is currently (or is otherwise controlled by) a Sanctioned Person or otherwise the subject or the target of any Sanctions. 买方声明并保证, 其或任何相关实体或代表 (包括其相关实体) 目前都不是受制裁者 (或被受制裁者控制), 也不是任何制裁的主体或目标。
- 19.2. The Purchaser represents and warrants, from the Order Effective Date and on an ongoing basis, that it shall: (a) strictly comply with, and adhere to, all Sanctions; (b) not engage in any activity, practice or conduct involving a Sanctioned Person or a Prohibited Country; (c) not engage in activity, practice, or conduct in any manner that would breach Sanctions, cause Sandvik or its Related Entities to breach Sanctions, or that could expose it, Sandvik or their Related Entities to the risk of adverse measures pursuant to any Sanctions (including being designated as a Sanctioned Person); (d) not directly or indirectly (even when under threat of deterring financial liability) sell, re-sell, circumvent, transfer, retransfer, provide, export, re-export, divert, loan, lease, consign, or otherwise release or dispose of any Goods or Confidential Information to military (or military intelligence) end-users or for military (or military intelligence) end use; to, via or for the benefit of a Sanctioned Person; or to a Prohibited Country; (e) ensure that the Goods and Confidential Information will not be used, re-exported, transferred, or retransferred for any purpose connected with chemical, biological, or nuclear weapons, or missiles capable of delivering such weapons; and the Goods, or any replica of them, will not be used in any nuclear explosive activity or unsafeguarded nuclear fuel cycle. The Purchaser understands and acknowledges that Sandvik is not responsible for any Goods or Confidential Information that are subsequently exported or re-exported by the Purchaser or sold to another person and/or representative, domestic, or foreign. In the event of such a post-sale re-export, transfer or re-transfer of the Goods or Confidential Information, the Purchaser is responsible for complying with (and warrants and represents that it shall comply with) all Sanctions and Export Laws, including by obtaining all export licenses or authorisations where required under law (including the Sanctions) and imposing obligations equivalent to those contained in this Clause 19 on its customers with respect to all subsequent transactions involving the Goods; and (f) maintain its own policies and procedures to ensure compliance with Sanctions and Export Laws (and the Sanctions-related / Export Laws-related provisions in the Contract). 买方声明并保证, 自订单生效日起, 其将持续: (a) 严格遵守所有制裁措施; (b) 不参与涉及受制裁者或禁止国家的任何活动、做法或行为; (c) 不以任何方式参与违反制裁、导致山特维克或其相关实体违反制裁、或可能使其、山特维克或其相关实体面临任何制裁的不利措施风险 (包括被指定为受制裁者) 的活动、实践或行为; (d) 不直接或间接 (即使在受到经济责任威胁的情况下) 向军事 (或军事情报) 最终用户、为军事 (或军事情报) 最终用户、向受制裁者、通过受制裁者或为受制裁者的利益或向禁止国家出售、再出售、规避、转让、再转让、提供、出口、再出口、转移、出借、租赁、寄售或以其他方式释放或处置任何货物或保密信息; (e) 确保货物和保密信息不会被用于、再出口、转让或再转移用于与化学、生物或核武器或能够运载此类武器的导弹相关的任何目的; 货物或其任何复制品将不会用于任何核爆炸活动或无保障的核燃料循环。买方理解并承认, 山特维克对买方随后出口或再出口或出售给其他国内外人士和/或代表的任何货物或保密信息概不负责。如果发生此类货物或保密信息的售后再出口、转让或再转让, 买方有责任遵守 (保证并声明其将遵守) 所有制裁和出口法律, 包括根据法律 (包括制裁) 在需要时获得所有出口许可证或授权批准, 并就涉及货物的所有后续交易向其客户要求履行与本第 19 条所包含义务相同的义务; 以及 (f) 维护其自身的政策和程序, 以确保遵守制裁和出口法律 (以及合同中与制裁/出口法律相关的条款)。
- 19.3. The Purchaser: (a) represents and warrants that it will take all reasonable measures to ensure that its employees, subcontractors, agents, intermediaries, and Representatives will comply with the terms of the Contract; (b) shall cause all subcontractors to give and enter into representations, warranties, and undertakings substantially equivalent to those set out in Clause 19.2. For the purposes of this Clause 19.3, reasonable measures includes (but is not limited to) policies, procedures, and training relating to compliance with Sanctions, Export Laws, and the Sanctions-related provisions of these ToS; and (c) shall establish and maintain adequate internal controls and mechanisms to: (i) detect conduct by third parties in its downstream commercial chain, including possible resellers, that violates, or frustrates the purpose of, Sanctions; and (ii) ensure it obtains sufficient knowledge about the end-user to determine whether, for each contract, the Goods could be destined for an end-use which is not permitted under this Agreement.
买方: (a) 声明并保证其将采取一切合理措施确保其员工、分包商、代理、中介和代表遵守合同条款; (b) 应促使所有分包商给出并达成与第 19.2 条规定实质上等同的陈述、保证和承诺; 就第 19.3 条而言, 合理措施包括 (但不限于) 与遵守制裁、出口法律和供货条款和条件中制裁相关条款相关的政策、程序和培训; 和 (c) 应建立并维持适当的内部控制和机制, 以: (i) 检测其下游商业链中的第三方 (包括可能的中间商) 违反或阻碍制裁目的的行为; (ii) 确保其获得有关最终用户的充分信息, 以确定对于每份合同, 货物是否可能用于本协议不允许的最终用途。
- 19.4. Nothing in the Contract requires either party to take any action, or refrain from taking any action, where doing so would be prohibited by, or subject to penalty under any Sanctions, or where doing so would expose the party or its Related Entities to the risk of adverse measures pursuant to any Sanctions. 如果会受到任何制裁的禁止或处罚, 或者如果会使该方或其相关实体面临任何制裁的不利措施的风险, 则合同中没有

Terms and Conditions of Supply
供货条款和条件
(for Goods, Services, and Digital Services)
(用于货物、服务和数字化服务)

Terms and Conditions of Supply (Version v1.2: March 2024 – China)
供货条款和条件 (第 1.2 版: 2024 年 3 月·中国)

- 任何规定要求任何一方采取或不采取任何行动。
- 19.5. Each party agrees to take advantage of any general licence to lawfully allow for the performance of the terms of the Contract if such performance is affected by Sanctions. For the avoidance of doubt, nothing in the Contract, or otherwise, requires Sandvik to apply for any specific licence or authorisation in the event that performance of the terms of the Contract becomes unlawful pursuant to Sanctions. 如果合同条款的履行受到制裁的影响, 各方同意利用任何一般许可合法地履行合同条款。为免生疑义, 合同或其他文件中没有任何内容要求山特维克在履行合同条款因制裁而变得非法的情况下申请任何特定的许可或授权。
- 19.6. If the Purchaser breaches any representation or warranty set out in this Clause 19 or, in Sandvik's reasonable opinion, any such breach is likely to occur, the parties agree that Sandvik may terminate or suspend (at its own discretion) its relationship with the Purchaser immediately, and that Sandvik shall not be liable toward the Purchaser or any third party for any subsequent non-performance by Sandvik under the Contract, and that the Purchaser shall indemnify and hold Sandvik harmless from any claims, losses, damages, fines, or penalties relating to such non-performance or otherwise arising from a breach of representation or warranty. 如果买方违反第 19 条中规定的任何陈述或保证, 或山特维克合理认为可能会发生任何此类违约, 双方同意山特维克可以立即终止(自行决定)其与买方的关系, 山特维克不对买方或任何第三方承担山特维克在合同项下的任何后续不履行的责任, 买方应保障山特维克免受与此类不履行相关的或因违反陈述或保证而产生的任何索赔、损失、损害、罚款或处罚。
- 19.7. The Purchaser shall notify Sandvik immediately (and no later than within seventy two (72) hours of knowing or suspecting the breach) of any known or suspected breach or any activities that could frustrate or breach this Clause 19 (whether by the Purchaser or any other entity or person) of any representation or warranty set out in the Clauses above or it becomes aware that performance of the Contract, or any actions taken in relation to or pursuant to the Contract have, or may lead to, a breach of this Clause 19. Further, the Purchaser shall provide all information relating to requests for any Goods, that the Purchaser suspects could violate or circumvent Sanctions, or where the provision of Goods would breach the Purchaser's commitments under the obligations above in these Clauses, including requests from or on behalf of a Sanctioned Persons or attempts to acquire any Goods in violation of Sanctions. 买方应立即(不迟于知道或怀疑违约的七十二(72)小时内)通知山特维克任何已知或可疑的违反上述条款规定的任何陈述或保证的行为或任何可能阻碍或违法本第 19 条的活动(无论是买方或任何其他实体或个人引起), 或其意识到合同的履行, 或与合同有关或根据合同采取的任何行动已经或可能导致违反第 19 条的规定。此外, 如果买方怀疑可能违反或规避制裁, 或者提供货物将违反买方在本条款中上述义务的承诺, 买方应提供与任何货物请求有关的所有信息, 包括来自或代表受制裁人员的请求或试图违反制裁获取任何货物的信息。
- 19.8. If Sandvik elects to suspend the Contract pursuant to Clause 19.6: (a) Sandvik shall cease performance under the Contract with immediate effect upon serving written notice to the Purchaser; (b) the Purchaser shall make available to the Sandvik information concerning compliance with the obligations under Clause 19 within two weeks of the simple request of such information; (c) any suspension will last for a period of up to one hundred and twenty (120) Days. If, after this period, Sandvik is unable to confirm that the Purchaser is in compliance with this Clause 19, Sandvik may elect to terminate the Contract with immediate effect; and (d) for the suspension to cease having effect, Sandvik must serve the Purchaser with a written notice confirming that the suspension period has come to an end. 如果山特维克选择根据第 19.6 条中止合同: (a) 山特维克应在向买方发出书面通知后立即停止履行合同; (b) 买方应在收到提供此类信息的要求后两周内向山特维克提供有关遵守第 19 条义务的信息; (c) 任何暂停将持续至多一百二十(120)天。如果在此期限后, 山特维克不能确认买方遵守第 19 条, 山特维克可以选择立即终止合同; 以及 (d) 为使暂停停止生效, 山特维克必须向买方发出书面通知, 确认暂停期已经结束。
- 20. Termination 协议终止**
- 20.1. If the Purchaser breaches any provision of the Contract (including a provision relating to the payment of money); or the Purchaser suffers or becomes subject to an Insolvency Event; or an event giving rise to a termination right described in the Contract occurs, then Sandvik may, at its sole discretion, upon written notice to the Purchaser: (a) immediately withdraw any Facility which may have been extended to the Purchaser and require the immediate payment of all moneys owed to Sandvik by the Purchaser, whether or not they were due for payment at that time or due for payment in the future; (b) immediately suspend the performance of the Contract (including any licence granted under the Contract); (c) immediately terminate (without penalty) the Contract; (d) immediately take all possible action to protect its interest in the Goods and the Sandvik IPR; and/or (e) recover all costs and losses associated with such termination action. 如果买方违反合同的任何条款(包括与付款相关的条款), 或者买方遭受或成为破产事件的主体, 或导致合同中所述的终止权的事件发生, 山特维克可在向买方发出书面通知后, 自行决定: (a) 立即撤销可能已向买方提供的任何贷款, 并要求买方立即支付欠山特维克的所有款项, 无论这些款项当时是否到期或将来是否到期; (b) 立即暂停履行合同(包括根据合同授予的任何许可证); (c) 立即(无罚款)终止合同; (d) 立即采取一切可能的行动保护其在货物和山特维克知识产权中的利益; 和/或
- (e) 索取与该终止行为相关的所有成本和损失。
- 20.2. Termination of the Contract (howsoever arising) shall be without prejudice to the accrued rights and liabilities of either party as at the termination date. 合同的终止(无论如何发生)不得损害任何一方在终止日期的既有权利和责任。
- 20.3. Sandvik agrees to store and to allow the Purchaser to download or otherwise retrieve, Purchaser-specific Input Data and/or Output Data provided that such request has been made to Sandvik in writing and within a maximum of thirty (30) days from (and including) the date on the Contract terminated or expired. 山特维克同意存储并允许买方下载或以其他方式检索特定于买方的输入数据和/或输出数据, 但前提是此类请求以书面形式向山特维克提出, 并在合同终止或到期之日起最多三十(30)天内提出。
- 20.4. The Purchaser may terminate the Contract with immediate effect by giving written notice to Sandvik if Sandvik commits a material breach of the Contract that is not so remedied within forty five (45) Days from written notice requiring remedy of the material breach. 如果山特维克严重违反合同, 并且在收到要求对严重违约进行补救的书面通知后的四十五(45)天内没有进行补救, 买方可以通过向山特维克发出书面通知立即终止合同。
- 20.5. For the purposes of Clause 20.4, the Supply of defective Goods shall not in and of itself be construed as a material breach of the Contract and, in such cases, the Purchaser's rights and remedies available under the Sandvik Warranty and the provisions of Clause 11 (Sandvik Warranty) apply. 就第 20.4 条而言, 供应有缺陷的货物不应被解释为对合同的重大违约, 在这种情况下, 买方在山特维克质保和第 11 条(山特维克质保)规定下的权利和补救措施适用。
- 21. Force Majeure and Specified Risks 不可抗力及特定风险**
- Force Majeure 不可抗力
- 21.1. The Purchaser acknowledges and agrees that Sandvik shall not be: (a) in breach of the Contract; or (b) liable to the Purchaser under the Contract (or otherwise) for any default or delay in the performance of its obligations under the Contract if, and to the extent, the breach, default, or delay is caused or contributed to by an event of Force Majeure. 买方承认并同意山特维克不得: (a) 违反合同; 或 (b) 如果违约或延迟是由不可抗力事件引起或促成的, 则根据合同(或其他约定)对买方承担违约或延迟履行合同义务的责任。
- 21.2. Where an event of Force Majeure occurs: (a) Sandvik shall be excused from further performance or observance of the obligations in the Contract impacted by the event of Force Majeure for so long as the circumstances causing the event of Force Majeure prevail; (b) Sandvik shall be entitled to receive an equitable adjustment to any milestones or delivery dates impacted by the event of Force Majeure; and (c) Sandvik shall, as soon as is reasonably practicable: (i) notify the Purchaser of any

known consequences to the supply of the Goods or Services (including transport and logistics and their costs) impacted by the event of Force Majeure; and (ii) give the Purchaser reasonable details of the likely consequences of the event of Force Majeure, and, with respect to the foregoing, Sandvik (acting reasonably) reserves the right to pass through such cost to the Purchaser provided that any increase in costs will be calculated in accordance with any rates specified in the Contract, or if there are no rates, by a reasonable amount. 如果发生不可抗力事件: (a) 只要导致不可抗力事件的情况继续存在, 山特维克应免于进一步履行或遵守受不可抗力事件影响的合同义务; (b) 山特维克有权获得对受不可抗力事件影响的任何里程碑或交付日期的公平调整; 以及 (c) 山特维克应在合理可行的情况下尽快: (i) 通知买方受不可抗力事件影响的货物或服务供应的任何已知后果 (包括运输和物流及其成本); 以及 (ii) 向买方提供不可抗力事件的可能后果的合理细节, 并且, 关于前述内容, 山特维克 (合理行事) 保留将此类成本转移给买方的权利, 但前提是任何成本增加将按照合同中规定的任何费率计算, 或者如果没有费率, 则按照合理的金额计算。

- 21.3. If a Force Majeure event prevents, hinders, or delays Sandvik's performance of its obligations for a continuous period of one hundred and eighty (180) Days or more, then either party may terminate the Contract impacted by the event of Force Majeure by giving two (2) weeks' written notice to the other party. 如果不可抗力事件阻止、阻碍或延迟山特维克连续履行其义务达一百八十 (180) 天或更长时间, 则任何一方可向另一方发出提前两 (2) 周的书面通知, 终止受不可抗力事件影响的合同。

Specified Risks
特定风险

- 21.4. The Purchaser agrees that: (a) given the nature of the Specified Risks; and (b) without prejudice or limitation to the generality of Clauses 21.1 to 21.3 (inclusive), Sandvik's performance or observance of its obligations under the Contract may be impacted by a Specified Risk. 买方同意: (a) 鉴于特定风险的性质; 以及 (b) 在不损害或限制第 21.1 至 21.3 条的一般性的情况下, 山特维克履行或遵守其在合同项下的义务可能会受到特定风险的影响。
- 21.5. The Purchaser agrees that, on the occurrence of a Specified Risk, Sandvik may, acting reasonably, require equitable changes to the Contract (including to milestones, delivery dates, and prices) to the extent necessary to compensate for the consequences of the Specified Risk. 买方同意, 在特定风险发生时, 山特维克可以采取合理行动, 要求对合同 (包括里程碑、交付日期和价格) 进行必要的公平变更, 以补偿特定风险的后果。

22. Unsafe conditions and applicable Laws
不安全条件和适用法律

- 22.1. The Purchaser shall ensure that it complies with all applicable Laws relating to or concerning: (a) the environment and emissions; (b)

occupational health and safety; (c) sustainability; (d) the operation of plant and machinery; and (e) hazards and hazardous substances, and shall have and maintain all appropriate procedures and policies required by applicable Law. 买方应确保遵守所有适用的法律, 包括:

(a) 环境和排放; (b) 职业健康和安
全; (c) 可持续性; (d) 工业装置及
机械的操作以及 (e) 危害和有害物质,
并应拥有和维护适用法律要求的所有适
当程序和政策。

- 22.2. Notwithstanding the generality of Clause 22.1, the Purchaser shall: (a) take all steps necessary to prevent the occurrence of Unsafe conditions or activities; and (b) notify Sandvik if it observes, reasonably suspects, or becomes aware of an Unsafe condition or activity. 尽管第 22.1 条具有一般性, 买方应:

(a) 采取一切必要措施防止不安全条
件或活动的发生; 以及 (b) 如果观察
到、合理怀疑或意识到不安全的情况或
活动, 则通知山特维克。

- 22.3. If Sandvik identifies an Unsafe condition as described in Clause 22.2, Sandvik may require the Purchaser to remove or, to the extent reasonably possible, mitigate the effect of the Unsafe condition, and the Purchaser must comply with that request promptly and without delay. 如果山特维克发现第 22.2 条所述的不安全状况, 山特维克可以要求买方消除或在合理可能的范围内减轻不安全状况的影响, 买方必须立即遵守该要求, 不得延误。

- 22.4. Sandvik reserves the right to suspend the delivery of Goods or performance of Services or Digital Services to the Purchaser where any Unsafe condition exists until such time as the Unsafe condition has been rectified to Sandvik's satisfaction. 如果存在任何不安全情况, 山特维克保留暂停向买方交付货物或履行服务或数字化服务的权利, 直到不安全情况得到纠正, 并达到山特维克满意的程度。

- 22.5. The Purchaser shall ensure that: (a) it notifies Sandvik of all Unsafe conditions or activities of which it becomes aware (including those within its control) promptly and without delay (and immediately where the Unsafe condition or activity may risk the health or safety of Sandvik's Representatives); and (b) all relevant personnel are informed of, and comply with: (i) all relevant Laws; and (ii) any Sandvik protocols, codes of conduct, policies, or procedures notified to the Purchaser (which may include health and safety requirements, machine operation instructions or manuals, security policies, employee conduct requirements, sustainability and environment policies) from time to time in connection with the Contract. 买方应确保: (a) 及时、无延迟地通知山特维克其了解到的所有不安全条件或活动 (包括在其控制范围内的活动) (并且在 unsafe 条件或活动可能危及山特维克代表的健康或安全时立即通知); 以及 (b) 所有相关人员了解并遵守:

(i) 所有相关法律; 以及 (ii) 不时通
知买方的与合同相关的任何山特维克协
议、行为准则、政策或程序 (可能包括
健康和安
全要求、机器操作说明或手册、

安全政策、员工行为要求、可持续性和环境政策)。

23. Applicable Laws Indemnity
适用法律赔偿

- 23.1. The Purchaser shall indemnify Sandvik, its Affiliates, and their Representatives and Related Entities (and keep such persons indemnified) for itself and on behalf of its Related Entities and Representatives from and against all and any Liabilities suffered or incurred in any jurisdiction by Sandvik or its Affiliates or any of its Related Entities or Representatives in relation to: (a) any failure by the Purchaser to comply with Clause 19 (Sanctions, Export Laws, and End-User Assurances etc.), or Clauses 24.3 (Anti-bribery), 24.4 (Modern Slavery), or 24.5 (Anti-facilitation of tax avoidance), including Liabilities relating to any steps or actions which are required to be taken by Sandvik to remedy any such failures; or (b) a breach of the applicable Laws described therein. 买方应代表其相关实体和代表, 对山特维克、其关联方、其代表和相关实体进行赔偿, 使山特维克、其关联方、其代表和相关实体免于承担在任何司法管辖区遭受或发生的与以下事项相关的所有或任何责任: (a) 买方未能遵守第 19 条 (制裁、出口法律和最终用户保证等)、或第 24.3 条 (反贿赂)、第 24.4 条 (现代奴隶制) 或第 24.5 条 (反避税便利), 包括与山特维克为补救任何此类失误而需要采取的任何步骤或行动相关的责任; 或 (b) 违反本供货条款和条件所述的适用法律。

For the purposes of this Clause 23: (a) "Liabilities" means all Claims which may be alleged, threatened, made or brought by or against Sandvik and/or its Affiliates (or any of its Related Entities or Representatives) and all Losses which may be suffered or incurred by Sandvik and/or its Affiliates (or any of its Related Entities or Representatives); (b) "Claims" means any actual or potential claims, suits, actions, proceedings or investigations (whether by any investigative body, Sanctions Authority or otherwise), demands, judgments or awards; and (c) "Losses" means any losses, liabilities, damages, costs, charges or expenses (including reasonable professional fees incurred in investigating or defending any claim or proceeding whether such claim or proceeding is successfully defended or not), fines or penalties; and including all Losses which it may incur in investigating, considering, responding to, disputing, defending or settling any Claim (whether or not Sandvik and/or its Affiliates or any Related Entity or Representative is an actual or potential party to such Claim) or in establishing its right to be indemnified pursuant to the Contract. 就第 23 条而言: (a) "责任" 系指山特维克和/或其关联方 (或其任何相关实体或代表) 可能被指控、威胁、提出或提起的所有索赔, 以及山特维克和/或其关联方 (或其任何相关实体或代表) 可能遭受或发生的所有损失; (b) "索赔" 系指任何实际或潜在的索赔、诉讼、行动、程序或调查 (无论是由任何调查机构、制裁机构或其他机构进行的)、要求、判决或裁决; (c) "损失" 系指

就第 23 条而言: (a) "责任" 系指山特维克和/或其关联方 (或其任何相关实体或代表) 可能被指控、威胁、提出或提起的所有索赔, 以及山特维克和/或其关联方 (或其任何相关实体或代表) 可能遭受或发生的所有损失; (b) "索赔" 系指任何实际或潜在的索赔、诉讼、行动、程序或调查 (无论是由任何调查机构、制裁机构或其他机构进行的)、要求、判决或裁决; (c) "损失" 系指

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- 任何损失、责任、损害赔偿、成本、费用或开支 (包括在调查或辩护任何索赔或诉讼中发生的合理的专业费用, 无论该索赔或诉讼是否成功辩护)、罚款或罚金; 并包括其在调查、考虑、回应、争论、辩护或解决任何索赔 (无论山特维克和/或其关联方或任何相关实体或代表是否为该索赔的实际或潜在当事人) 或根据合同确立其获得赔偿的权利时可能遭受的所有损失。
- 24. Miscellaneous provisions 其他条款**
- 24.1. Severability:** If any provision of the Contract is found by a court or administrative body having competent jurisdiction over the Contract to be wholly or partly illegal, invalid, or unenforceable then that provision (or the part that is illegal, invalid, or unenforceable) shall be: (a) modified to the extent necessary to give effect to the commercial intention of the parties; or (b) where the above is not possible, treated as deleted from the Contract, provided that a deletion made under Clause 24.1(b) shall not affect the validity or enforceability of the remaining provisions (or part provisions) of the Contract.
可分割性: 如果对合同有管辖权的法院或行政机构发现合同的任何条款全部或部分不合法、无效或不可执行, 则该条款 (或不合法、无效或不可执行的部分) 应: (a) 进行必要的修改, 以实现双方的商业意图; 或 (b) 如果上述内容不可行, 则视为从合同中删除, 但前提是根据第 24.1 (b) 款进行的删除不得影响合同剩余条款 (或部分条款) 的有效性或可执行性。
- 24.2. Exclusive and cumulative remedies:** Except as otherwise expressly provided in the Contract (including as a sole or exclusive remedy): (a) no right, power, privilege, or remedy conferred is intended to be exclusive of any other right, power, privilege, or remedy; and (b) remedies provided under the Contract shall be cumulative in addition to, and not in lieu of, any other remedies available to either party at Law, in equity, or otherwise.
排他性和累积性补救措施: 除非合同中另有明确规定 (包括作为唯一或排他性补救措施): (a) 授予的任何权利、权力、特权或补救措施都不排除任何其他权利、权力、特权或补救措施; 以及 (b) 合同项下提供的补救措施应是累积性的, 是对任何一方在法律、衡平法或其他方面可获得的任何其他补救措施的补充, 而非替代。
- 24.3. Code of conduct and compliance with anti-bribery Laws:** The Purchaser shall at all times comply with: (a) the Sandvik Code of Conduct (a copy of which is available on request); and (b) all applicable Laws relating to anti-bribery and anti-corruption (including anti-money laundering) including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act as amended from time to time).
员工行为准则和遵守反贿赂法: 买方应始终遵守: (a) 山特维克员工行为准则 (可索取其副本); 以及 (b) 所有与反贿赂和反腐败 (包括反洗钱) 相关的适用法律, 包括英国《2010 年反贿赂法》和不时修订的美国《反海外腐败法》。
- 24.4. Modern slavery:** Without prejudice to any other provision within the Contract, the Purchaser shall, at all relevant times: (a) comply with the provisions of the Modern Slavery Act 2015 and all applicable Laws made under it or relating to it, and ensure that all of its personnel have received appropriate training on the same; (b) comply with the Sandvik Code of Conduct relating to modern slavery or human trafficking as is notified to the Purchaser by Sandvik from time to time; (c) immediately notify Sandvik in writing if it has reason to believe that it, or any member of its supply chain, is in breach of, or is likely to breach, the Modern Slavery Act 2015 or any provisions of this Clause 24.4 (or would do so if it were a party to the Contract), or if it receives a communication from any person alleging breach of the Modern Slavery Act 2015; (d) retain detailed, accurate, and continuously maintained records setting out: (i) its staff hiring procedures; (ii) its supplier and sub-contractor selection processes; and (iii) the steps it takes to ensure that it, and each member of its supply chain, is not engaged in any activity prohibited by the Modern Slavery Act 2015, and shall promptly provide copies of such records to Sandvik at Sandvik's request.
现代奴隶制: 在不损害合同中任何其他条款的情况下, 买方应始终: (a) 遵守《2015 年现代奴隶制法案》的规定以及根据该法案制定的或与该法案相关的所有适用法律, 并确保其所有人员接受了相关的适当培训; (b) 遵守山特维克不时通知买方的有关现代奴隶制或人口贩运的山特维克员工行为准则; (c) 如果其有理由认为其或其供应链的任何成员违反或可能违反《2015 年现代奴隶制法案》或第 24.4 条的任何规定 (或如果是合同的一方将会这样做), 或如果其收到任何人指控违反《2015 年现代奴隶制法案》的通信, 立即书面通知山特维克; (d) 保留详细、准确和持续保存的记录, 列明: (i) 其工作人员聘用程序; (ii) 其供货商和分包商的选择过程; 以及 (iii) 其采取的步骤, 以确保其及其供应链的每个成员不参与《2015 年现代奴隶制法案》禁止的任何活动, 并应山特维克的要求, 立即向山特维克提供此类记录的副本。
- 24.5. Anti-facilitation of tax evasion:** The Purchaser shall (and shall ensure that its supply chain shall): (a) not engage in any activity, practice, or conduct which will or may constitute: (i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017; (b) have (and maintain in place) throughout the term of the Contract, a reasonable prevention procedure to ensure: (i) the prevention of the facilitation of tax evasion by another person (including without limitation employees of the Provider); and (ii) compliance with this Clause 24.5; (c) promptly report to Sandvik any request or demand from a third party made in connection with the Contract to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017; and (d) within twelve (12) months of Order Effective Date, and annually thereafter, certify to Sandvik in writing signed by an officer of the Purchaser, its compliance with this Clause 24.5 by the Purchaser and all persons associated with it. For the purposes of this Clause 24.5, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 (if applicable).
反逃税便利: 买方应 (并确保其供应链) 以下情况的活动、实践或行为: (i) 2017 年《刑事财政法》第 45 (5) 节规定的英国逃税便利罪; 或 (ii) 2017 年《刑事财政法》第 46 (6) 节规定的外国逃税便利罪; (b) 在整个合同期限内拥有 (并保持) 合理的预防程序, 以确保: (i) 防止他人 (包括但不限于供应商的员工) 为逃税提供便利; 以及 (ii) 遵守第 24.5 条; (c) 及时向山特维克报告第三方提出的与合同有关的任何要求或需求, 以避免发生 2017 年《刑事财政法》第 3 部分含义范围内的逃税; 以及 (d) 在订单生效日期后的十二 (12) 个月内, 此后每年一次, 以书面形式向山特维克证明买方及其所有相关人员遵守第 24.5 条, 并由买方人员签字。就第 24.5 条而言, 合理的预防程序的含义应根据 2017 年《刑事财政法》第 47 节发布的指南确定。 (如适用)
- 24.6. Assignment and novation:** The parties agree that: (a) Sandvik may assign, novate, or otherwise deal with the Contract pursuant to these ToS without the consent of the Purchaser, to the extent permissible by Law; and (b) the Purchaser agrees to provide all assistance reasonably required by Sandvik to give effect to its rights under this Clause.
转让和更新: 双方同意: (a) 山特维克可以在法律允许的范围内, 不经买方同意, 根据本供货条款和条件转让、更新或以其他方式处理合同; 以及 (b) 买方同意提供山特维克合理要求的所有协助, 以实现其在本条款项下的权利。
- 24.7. Subrogation rights:** Except where prohibited by Law, the Purchaser shall require its insurer (if any) to waive all rights of subrogation against Sandvik or Sandvik's insurers.
代位求偿权: 除非法律禁止, 买方应要求其保险公司 (如有) 放弃对山特维克或山特维克保险公司的所有代位求偿权。
- 24.8. No waiver:** No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of the Contract shall be, or shall be deemed to be, a waiver or in any way prejudice any right of that party under the Contract.
无弃权: 任何一方在对另一方强制执行合同的任何条款或条件时的任何延迟、疏忽或容忍都不应被视为或应被视为弃权或以任何方式损害该方在合同项下的任何权利。
- 24.9. Notices:** Any notice or demand under the Contract shall be: (a) given in writing; and (b) delivered by registered mail, courier, or by hand to the address set out in the Order or, with the exception of the service of legal proceedings, sent by email to the address specified in the Order. A notice given in accordance with this Clause 24.9 shall be deemed to have been received: (a) if delivered by hand or courier on a business day (for the recipient) before 17:00 p.m. recipient's time, on the date of delivery; (b) if delivered by hand or courier on a business

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day (for the recipient) on or after 17:00 p.m. recipient's time, the business day (for the recipient) following the date of delivery; (c) if delivered by registered mail, seven (7) Days after the date of posting; or (d) email, at 9.00 a.m. (recipient's time) on the business day (for the recipient) immediately following transmission.

通知: 合同项下的任何通知或要求应:

(a) 以书面形式发出; (b) 通过挂号信、快递或专人递送至订单中规定的地址, 或通过电子邮件发送至订单中规定的地址, 法律诉讼服务除外。根据第 24.9 条发出的通知在以下时间应被视为已经收到: (a) 如果在收件人时间下午 17:00 之前由专人或快递在工作日 (对于收件人) 送达, 则为送达日收到; (b) 如果由专人或快递在收件人时间下午 17:00 或之后的工作日 (对于收件人) 递送, 则为递送日期之后的工作日 (对于收件人) 收到; (c) 如果通过挂号信交付, 在邮寄日期后七 (7) 天收到; 或 (d) 如果通过电子邮件, 发送后的第一个工作日 (对于收件人) 上午 9:00 (收件人时间) 收到。

24.10. **Third party rights:** A person who is not a party to the Contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

第三方权利: 根据《1999 年合同法 (第三方权利)》或其他适用法律, 非合同一方的人员不得执行合同的任何条款。

24.11. **No partnership or agency:** The parties agree that nothing in the Contract is intended to create: (a) a partnership; (b) the relationship of principal and agent; or (c) the relationship of employer and employee, between the parties.
无合作关系或代理关系: 双方同意合同中没有任何内容旨在达成: (a) 合作关系; (b) 委托人和代理人的关系; 或 (c) 双方之间的雇主和雇员关系。

24.12. **Survival:** Those provisions of the Contract that, by their nature, are intended to survive the termination or expiry of the Contract, shall so survive.

存续性: 合同中那些本质上旨在合同终止或期满后继续有效的条款应继续有效。

24.13. **Dispute resolution:** The parties agree that: (a) any dispute arising out of, or in connection with, the Contract (including any question regarding its existence, validity, or termination) shall be referred to and finally resolved by arbitration under the Shanghai International Arbitration Center (SHIAC) Rules, which rules are deemed to be incorporated by reference into this Clause; (b) the arbitration shall be determined by, at Sandvik's option: (i) a single; or (ii) a panel of, independent arbitrator(s) who, in the absence of agreement between the parties, shall be appointed by SHIAC; (c) the seat, or legal place, of arbitration shall be Shanghai; (d) the language to be used in the arbitral proceedings shall be Chinese; (e) the decision of the arbitrator(s) shall be final and binding on the parties, and subject to the aforesaid, the parties hereby exclude any rights of application or appeal to any court to the extent that they may validly so agree and in particular in connection with any question of Law; (f) all documents and information disclosed in the course of the arbitration shall be kept strictly confidential by

the recipient and shall not be used by the recipient for any purpose other than for the purposes of the arbitration or the enforcement of the arbitrator's decision and award; (g) except as required to enforce the arbitrator's decision and award, the parties shall not, and shall procure that their respective personnel, their respective Affiliates, and the personnel of their respective Affiliates shall not, make any announcement, or comment upon, or originate any publicity, or otherwise provide any information to any third party (other than its legal advisors, insurers, and auditors) concerning the arbitration including the fact that the parties are in dispute, the existence of the arbitration, or any decision or award of the arbitrator; and (h) nothing in the Contract shall prevent Sandvik from applying for interim, interlocutory, or other provisional relief to protect its rights and interests (including temporary restraining orders and interlocutory injunctions to protect the Sandvik IPR or Confidential Information) in any court of competent jurisdiction provided that such provisional relief shall not prevent or stay any arbitration.

争议解决: 双方同意: (a) 由合同引起的或与合同有关的任何争议 (包括与合同的存在、有效性或终止有关的任何问题) 应根据上海国际仲裁中心规则提交仲裁并最终解决, 该规则被视为通过引用纳入本条款; (b) 仲裁应由山特维克选择决定: (i) 单一仲裁员; 或 (ii) 一组独立仲裁员, 在双方未达成一致的情况下, 应由上海国际仲裁中心任命; (c) 仲裁所在地或法定地点应为上海; (d) 仲裁程序中使用的语言应为中文; (e) 仲裁员的决定应为最终决定, 对双方均有约束力, 根据上述规定, 只要双方有效同意, 双方特此排除向任何法院提出申请或上诉的权利, 特别是与任何法律问题相关的权利;

(f) 仲裁过程中披露的所有文件和信息应由接收方严格保密, 除了用于仲裁或执行仲裁员的决定和裁决之外, 接收方不得用于任何其他目的; (g) 除非强制执行仲裁员的决定和裁决, 否则双方不得且应促使其各自的人员、各自的关联方以及各自关联方的人员不得向任何第三方 (其法律顾问、保险公司和审计员除外) 发布任何公告、评论或发起任何宣传或以其他方式提供任何有关仲裁的信息, 包括双方有争议的事实、仲裁的存在或仲裁员的任何决定或裁决; 以及 (h) 合同中的任何内容均不得阻止山特维克在任何有管辖权的法院申请临时、中间或其他临时救济以保护其权利和利益 (包括保护山特维克知识产权或保密信息的临时禁止令和中间禁令), 但前提是此类临时救济不得阻止或中止任何仲裁。

24.14. **Governing law and jurisdiction:** The parties agree that: (a) the governing law of the Contract shall be the laws of P.R.China (without giving effect to its conflict of laws provisions); (b) the submission to the jurisdiction of the SHIAC Rules shall not limit the right of Sandvik to take proceedings against the Purchaser in any court which may otherwise exercise jurisdiction over the Purchaser or any of its assets; (c) the United Nations Convention on Contracts for the

International Sale of Goods does not apply to the Contract; and (d) for the purposes of Sandvik's rights under Clause 24.13(h), the Courts of England and Wales shall have jurisdiction with respect to applications for interim, interlocutory, or other provisional relief (including applications for temporary restraining orders and interlocutory injunctions).
管辖法律和管辖权: 双方同意: (a) 合同的管辖法律应为中国法律 (不实施其法律冲突条款); (b) 接受上海国际仲裁中心规则的管辖不应限制山特维克在任何法院对买方提起诉讼的权利, 否则该法院可能对买方或其任何资产行使管辖权; (c) 《联合国国际货物销售合同公约》不适用于合同。

25. Definitions 定义

In these ToS words or phrases beginning with a capital letter shall have their respective meanings given below:
在本供货条款和条件中, 以大写字母开头的单词或短语应分别具有以下含义:

25.1. **Affiliate:** any entity which: (a) is controlled by a party; (b) controls a party; or (c) is under common control with a party, where **control** means the direct or indirect ownership of more than fifty per cent (50%) of the shares or interests entitled to vote for the directors of such entity or equivalent power over the management of such entity, for so long as such entitlement or power exists.

关联方: 是指 (a) 受合同一方控制、(b) 控制合同一方或者 (c) 与合同一方受共同控制的任何实体。在合同中, “**控制**”某实体是指直接或者间接地持有该实体享有董事选举权的股份或权益百分之五十 (50%) 以上, 或者在该实体的经营管理方面享有同等权力。

25.2. **Amount Payable:** the amount of any debit balance shown on an invoice.
应付金额: 指发票上注明的任何应付金额。

25.3. **SHIAC:** Shanghai International Arbitration Center.

SHIAC: 指上海国际仲裁中心。

25.4. **Confidential Information:** any information or data, in respect of a party or its Affiliates or Representatives or their respective operations, including but not limited to reports, brochures, technical documents, specifications, part-numbers, service manuals, drawings, information, interpretations, production methods, records, operations, processes, plans, product information, price lists, market opportunities and customers containing or otherwise reflecting any information that is or may be proprietary and includes, but is not limited to, trade secrets, concepts, know-how, designs, patent applications, inventions, Software, (cross) references, processes, business plans, and financial information, that a party discloses to the other party or its Affiliates or Representatives in writing, orally or otherwise.

保密信息: 是指一方以书面、口头或者其他方式披露给另一方、其关联方或代表, 包含或者以其他方式反映与合同一方、其关联方或其各自的经营管理有关的商业秘密、概念、专有技术、设计、专利申请、发明、软件、(交叉) 引用、流程、业务计划、财务信息等任何专有

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- 信息的任何资料和数据,包括但不限于报告、手册、技术文件、规范、零部件号、服务手册、图纸、资料、解释、生产方法、记录、操作、工艺、计划,产品信息、价目表、市场机会和客户等。
- 25.5. **Connected Equipment:** equipment, including Goods, which have remote monitoring hardware or software installed, connected, and activated by Sandvik.
关联设备: 指山特维克根据合同为客户安装、连接和激活远程监控硬件和/或软件的设备,包括货物。
- 25.6. **Contract:** means: (a) the Order Acceptance; (b) these ToS; (c) the separate terms of use applicable to the Digital Services provided or made available to the Purchaser by Sandvik in advance of the provision of the Digital Services (if any); (d) the Quote; (e) the Order (subject to Clause 3.2) or contract to which these ToS have been attached or incorporated by reference; and (f) any other document which is attached to or incorporated by reference in the Order Acceptance, these ToS, the terms of use for the Digital Services (if any), or the Quote.
合同: 指 (a) 订单接受函; (b) 本供货条款和条件; (c) 适用于山特维克在提供数字化服务之前向买方提供的数字化服务的单独使用条款 (如有); (d) 报价书; (e) 本供货条款和条件附于或经引用而纳入的订单 (受第 3.2 条限制) 或合同; 以及 (f) 附于或经引用而纳入订单接受函、本供货条款和条件、数字化服务的使用条款 (如有) 或报价书的任何其他文件。
- 25.7. **Data Protection Legislation:** means: (a) if directly applicable, the General Data Protection Regulation ((EU 2016/679) (GDPR) or the UK retained version of GDPR (as the case may be); (b) P.R.China Personal Information Protection Law (PIPL) and/or (c) any national laws, regulations and legislation in relation to data privacy, as amended or updated from time to time.
数据保护法: 指(a)如直接适用,《通用数据保护条例》(欧盟第 2016/679 号) (GDPR) 或 GDPR 的英国保留版本 (视情况而定); (b) 中华人民共和国个人信息保护法 (PIPL) 和/或(c)有关数据隐私的任何国家法律、规例及法例,且会经不时修订或更新。
- 25.8. **Day(s):** all calendar days, including weekends and holidays.
日/天: 是指所有日历日,包括周末和节假日。
- 25.9. **Delay Payment(s):** the liquidated damages (if any): (a) expressly specified in the Contract; and (b) payable, subject to the performance relief mechanisms set out in these ToS, where specified Goods are not delivered on or before the expiry of the Delivery Date, provided that, under no circumstances, shall the Delay Payment payable for a relevant Good exceed 5% (five percent) of the total fees payable for that Good (ex VAT).
延迟付款: (a) 在合同中明确规定; 以及 (b) 根据本供货条款和条件中规定的履约救济机制,如果指定货物未能在交付日期或之前交付,则应支付的违约赔偿金 (如有),但在任何情况下,相关货物的延迟付款不得超过该货物应付费用总额 (不含增值税) 的 5% (百分之五)。
- 25.10. **Delivery Date:** the date (or period) for delivery of the Goods or Services as specified and agreed in the Contract.
交付日期: 指合同中载明的货物和/或服务的交付日期。
- 25.11. **Digital Services:** the Sandvik digital services: (a) specified in the Contract; or (b) otherwise provided in connection with Connected Equipment (including the Equipment Monitoring Service).
数字化服务: (a) 在合同中规定; 或 (b) 与关联设备 (包括设备监控服务) 一起提供的山特维克数字化服务。
- 25.12. **Distributor:** Sandvik Representatives (including agents, distributors, dealers, or other intermediaries) who: (a) sell or resell Goods, Services, or Digital Services; or (b) provide Sandvik with equipment or services.
经销商: (a) 销售或转售货物、服务或数字化服务; 或 (b) 向山特维克提供设备或服务的山特维克代表 (包括代理、经销商或其他中介)。
- 25.13. **Due Date:** means, with respect to: (a) the sale of Goods comprising equipment, seven (7) Days from (and including) the issue date of the relevant invoice; (b) the sale of Goods comprising parts or consumables, chemical resins, or resin capsules, thirty (30) Days from (and including) the issue date of the relevant invoice; and (c) the supply of Services or Digital Services, thirty (30) Days from (and including) the issue date of the relevant invoice.
到期日: (a) 就包括设备在内的货物销售而言,指自相关发票开具之日后七 (7) 天 (含); (b) 就包括零件或耗材、化学树脂或树脂胶囊在内的货物销售而言,指自相关发票开具之日后三十 (30) 天 (含); 以及 (c) 就服务或数字化服务的提供而言,指自相关发票开具之日后三十 (30) 天 (含)。
- 25.14. **Equipment Monitoring Service:** the services provided by Sandvik in connection with receiving Input Data as may be further detailed in the Contract which may include, but is not limited to, availability to Connected Equipment data via a web managed (or similar) subscription service received following online acceptance of any relevant web portal terms and conditions.
设备监控服务: 指山特维克就接收输入数据 (详见合同) 提供的服务,其中可能包括但不限于通过网站托管 (或类似) 的订阅服务访问关联设备的数据,该等订阅服务需要在网上接受相关门户网站的条款和条件后方可接收。
- 25.15. **Export Laws:** the: (a) UK Export Control Act 2002; (b) retained EU law version of the Dual-Use Regulation (428/2009/EC); (c) retained EU law version of the Anti-Torture Regulation (EU 2019/125); (d) retained EU law version of the Firearms Regulation (258/2012/EU); and (e) all other applicable import and export control laws of a Sanctions Authority.
出口法律: (a) 2002 年《英国出口管制法》; (b) 保留《两用条例》的欧盟法律版本 (428/2009/EC); (c) 保留《反酷刑条例》的欧盟法律版本 (EU 2019/125); (d) 保留《枪支条例》的欧盟法律版本 (258/2012/EU);
- 以及 (e) 制裁机构所有其他适用的进出口管制法律。
- 25.16. **Facility:** a purchase or credit facility.
额度: 采购或信贷额度。
- 25.17. **Force Majeure:** any acts, events, omissions, or circumstances beyond Sandvik's reasonable control including: (a) any shortage of electricity, water, or other utilities; (b) lack of production or capacity; (c) a failure in public or third-party controlled telecommunications networks (including the Internet); (d) strikes, lock outs, labour disputes, fires, floods, storms, epidemics or pandemics, acts of God or public enemy, malicious or accidental damage, delays in transport or delays by a carrier servicer, breakdowns in plant, machinery, non-performance or failure by any bank in relation to sending or receiving money under the Contract due to applicable Laws; (e) compliance with Law, governmental order, rule, regulation or direction; or (f) acts or omissions of the Purchaser or a third party that would, or is likely to, result in Sandvik being in breach (or in the reasonable opinion of Sandvik is likely to become in breach) of any Law (including extraterritorial laws), any financing arrangements, including any loan facilities or issued notes of Sandvik AB (publ.) or any of its Affiliates, or the Contract. The parties agree that a breach of the Sanctions and Export Laws does not fall within the definition of "Force Majeure" except, with respect to Sandvik, for Sanctions and/or embargoes that relate directly or indirectly to Sandvik's supply chain.
不可抗力: 指超出山特维克合理控制外的任何行为、事件、疏忽或情况,包括:
(a) 任何水电或其他公用设施短缺;
(b) 产量或产能不足; (c) 公共或第三方控制的电信网络 (包括互联网) 出现故障; (d) 罢工、停工、劳动争议、火灾、水灾、风暴、地区疫情或者全球性疫情、天灾或公敌行为、蓄意或意外损害、交通延迟或承运服务延误、设备或机械故障、任何银行在根据合同进行汇款或收款时因适用法律而导致违约或失误; (e) 遵守法律、政府命令、规则、条例或指示; 或 (f) 买方或第三方的任何作为或不作为,该等作为或不作为将会或可能导致山特维克违反 (或山特维克合理认为可能违反) 任何法律 (包括域外法律)、任何融资安排 (包括 Sandvik AB (publ.) 或其任何关联方的任何贷款信用额度或已发行票据) 或合同。双方同意,违反制裁和出口法律不属于“不可抗力”的定义范围,但与山特维克供应链直接或间接相关的制裁和/或禁运除外。
- 25.18. **Goods:** the Sandvik equipment and/or other components supplied to the Purchaser under, and in accordance with, the Contract.
货物: 指根据合同向买方提供的山特维克设备和/或其他部件。
- 25.19. **Input Data:** data that is generated, collected, recorded, or uploaded either by, from or in connection with, the Connected Equipment, including utilisation information regarding the Connected Equipment and the standard industry data SAE J1939 but excluding any data or information regarding Sandvik's equipment control systems including how to achieve functional performance.
输入数据: 指由、从关联设备生成、收

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(用于货物、服务和数字化服务)

Terms and Conditions of Supply (Version v1.2: March 2024 – China)
 供货条款和条件 (第 1.2 版: 2024 年 3 月·中国)

- 集、记录或上传的数据或与关联设备有关的数据，包括关于关联设备的利用率资料 and 标准行业数据 SAE J1939，但不包括任何关于山特维克设备控制系统的数据或资料（包括实现功能性能的方式）。
- 25.20. **Insolvency Event:** the Purchaser is or becomes subject to one or more of the following events: (a) it suspends or threatens to suspend payment of its debts or becomes unable to pay its debts when they are due; (b) its financial position deteriorates to such an extent that, in Sandvik's opinion, the Purchaser's ability to fulfil its obligations under the Contract has been placed in jeopardy; (c) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Purchaser; (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Purchaser; (f) a person becomes entitled to appoint a receiver over the assets of the Purchaser or a receiver is appointed over the assets of the Purchaser; (g) the holder of a qualifying floating charge over the assets of the Purchaser over the assets of the Purchaser has become entitled to appoint or has appointed an administrative receiver; (h) a creditor or encumbrancer of the Purchaser attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Purchaser's assets and such attachment or process is not discharged within fourteen (14) Days; (i) it informs any person that it is, presumed to be, insolvent; (j) it ceases or threatens to cease to carry on business; or (k) any guarantee or security given to Sandvik (including the Security Interest) in relation to the Purchaser is revoked or becomes unenforceable.
- 破产事件:** 买方受到以下一个或多个事件的影响: (a) 其暂停或威胁暂停支付其债务, 或变得无法支付其到期债务; (b) 其财务状况恶化到山特维克认为买方履行其合同义务的能力受到威胁的程度; (c) 其开始与其所有或任何类别的债权人谈判, 以期重新安排其任何债务, 或向其债权人提出建议或与其达成任何妥协或安排; (d) 为买方的清盘或与买方的清盘有关的事宜而提交申请书、发出通知、通过决议或发出命令; (e) 向法院提出申请, 或发出命令, 要求指定管理人, 或发出指定管理人的意向通知; (f) 某人有权指定买方资产的接管人, 或买方资产的接管人被指定; (g) 买方资产上的合格浮动抵押的持有人有权任命或已经任命了行政接管人; (h) 买方的债权人或产权负担人扣押或占有买方的全部或部分资产, 或对买方的全部或部分资产进行扣押、执行或其他此类程序, 且此类扣押或程序未在十四 (14) 天内解除; (i) 通知任何人其已被推定为无力偿债; (j)
- 停止或威胁停止营业; 或 (k) 给予山特维克的与买方相关的任何担保或保证 (包括担保权益) 被撤销或变得不可执行。
- 25.21. **Intellectual Property Rights or IPR:** (a) patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, plant variety rights, applications for any of the foregoing (including, but not limited to, continuations, continuations-in-part and divisional applications), the right to apply for and be granted any of the foregoing, rights in inventions; (b) copyrights, design rights, semiconductor topography rights, moral rights, publication rights, database rights; (c) trade marks and service marks, applications for any of the foregoing, the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs; (d) rights in know-how, trade secrets and Confidential Information, data exclusivity rights; and (e) all other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world.
- 知识产权:** (a) 专利、授予的与专利、小专利、实用新型、注册设计、植物品种权相关的专有权的任何延伸、前述任何权利的申请 (包括但不限于延续、部分延续和分案申请)、申请和被授予前述任何发明专利的权利; (b) 版权、设计权、半导体地形学权、道德权、出版权、数据库权; (c) 商标和服务标记、任何前述权利的申请、申请任何前述权利的权利、对商号、企业名称、品牌名称、外观、标志、域名和网站链接的权利; (d) 专有技术权、商业秘密和保密信息权、数据专有权; 以及 (e) 世界任何地方可能存在的与上述任何权利具有同等或类似效力的所有其他形式的知识产权。
- 25.22. **Law(s):** (a) statutes, statutory instruments, regulations, by-laws, rules, ordinances, guidance, or subordinate legislation; (b) the common law and the law of equity; (c) a binding court order, judgment, or decree; (d) any industry code, guidance, policy or standard which, in each case, is enforceable by law or a regulator; and (e) any direction, policy, rule or order that is legally binding and that is made or given by a regulator.
- 法律:** (a) 法规、法定文书、条例、细则、规则、法令、指南或附属立法; (b) 普通法和衡平法; (c) 具有约束力的法院命令、判决或法令; (d) 法律或监管机构强制执行的任何行业规范、指南、政策或标准; 以及 (e) 由监管机构制定或发布的具有法律约束力的任何指示、政策、规则或命令。
- 25.23. **SHAIC Rules:** the then in force arbitration rules of the Shanghai International Arbitration Center.
- SHAIC 规则:** 当时有效的上海国际仲裁中心仲裁规则。
- 25.24. **Minimum Technical Requirements:** has the meaning given in Clause 17.6.
- 最低技术要求:** 指第 17.6 条中所载的涵义。
- 25.25. **Order:** the purchase order or request issued by the Purchaser to Sandvik for the Goods, Services, or Digital Services.
- 订单:** 指买方向山特维克签发的货物、服务或数字化服务的采购订单或请求。
- 25.26. **Order Acceptance:** Sandvik's acceptance of the Order and consequent agreement to the Contract by either: (a) delivering the Goods, Services, or Digital Services; or (b) issuing the Purchaser with a document named 'Order Acceptance' (or similar).
- 订单接受函:** 指山特维克通过 (a) 交付货物、服务或数字化服务; 或 (b) 向买方签发名为“订单接受函”的文件 (或类似文件) 而接受订单以及随后的合同约定。
- 25.27. **Order Effective Date:** the date on which the Order Acceptance occurs.
- 订单生效日期:** 订单接受函发生的日期。
- 25.28. **Output Data:** Input Data that has been processed by Sandvik in order to provide deliverables to the Purchaser as part of the Equipment Monitoring Service which always excludes any data or information regarding Sandvik's equipment control systems including how to achieve functional performance.
- 输出数据:** 指山特维克为向买方提供可交付成果作为设备监控服务的一部分而处理的输入数据, 该等数据始终不包括任何关于山特维克设备控制系统的数据或资料 (包括实现功能性能的方式)。
- 25.29. **party:** Sandvik or the Purchaser (as the case may be).
- 一方:** 指山特维克或买方 (视情况而定)。
- 25.30. **parties:** Sandvik and the Purchaser.
- 双方:** 指山特维克和买方。
- 25.31. **Personal Data:** has the meaning given in the GDPR and PIPL.
- 个人数据:** 如《通用数据保护条例》及《个人信息保护法》中所定义。
- 25.32. **POD:** proof of delivery (as issued by Sandvik to the Purchaser).
- POD:** 指山特维克签发给买方的交付凭证。
- 25.33. **Project IPR:** the Intellectual Property Rights in any and all outputs, work products, or deliverables arising from, under, or in connection with the sale of the Goods or the provision or receipt of the Services or Digital Services.
- 项目知识产权:** 因销售货物或提供或接收服务或数字化服务而产生或与之相关的任何及所有产出、工作成果或可交付成果的知识产权。
- 25.34. **Purchaser:** the person or entity who Orders the Goods, Services, or Digital Services from Sandvik.
- 买方:** 指从山特维克订购货物、服务或数字化服务的个人或实体。
- 25.35. **Purchaser Obligations:** has the meaning given in Clause 12.2.
- 买方义务:** 如第 12.2 条中所定义。
- 25.36. **Purpose:** Sandvik's business purposes including: development, optimisation, improvement, marketing, analysing market trends, evaluation of adoption rates, scheduling, and support of Sandvik's other current and future goods and services offerings, parts deliveries, software and hardware, product support, product development and other business improvements or offerings, including aggregating Sandvik Data with other data for the purpose of providing performance comparisons or benchmarking to Sandvik's other customers.

Terms and Conditions of Supply
供货条款和条件
(for Goods, Services, and Digital Services)
(用于货物、服务和数字化服务)

Terms and Conditions of Supply (Version v1.2: March 2024 – China)
供货条款和条件 (第 1.2 版: 2024 年 3 月·中国)

- 目的:** 指山特维克的经营宗旨, 包括开发、优化、改进、营销、分析市场趋势、评估采用率、计划和支持山特维克当前和未来的其他货物和服务产品、零件交付、软件和硬件、产品支持、产品开发和和其他业务改进或产品, 包括汇集山特维克数据与其他数据, 以便为山特维克的其他客户提供性能比较或基准。
- 25.37. **Quote:** the quote or proposal document issued by Sandvik to the Purchaser for the Goods, Services, or Digital Services.
报价书: 指山特维克发送给买方的关于货物、服务或数字化服务的报价书或报盘文件。
- 25.38. **Related Entity:** in respect of any entity, any of its representatives, contractors, subcontractors, intermediaries, joint venture and consortium partners, officers and directors and that entity's subsidiaries, parent companies (whether direct or indirect) and subsidiaries of a parent company, provided that such entity/person: (a) is receiving or performing services hereunder, or (b) is in any other way (directly or indirectly) associated with the Contract or linked to the Purchaser.
相关实体: 指任何实体、其任何代表、承包商、分包商、中介、合资企业和合作伙伴、管理人员和董事以及该实体的子公司、母公司 (无论直接或间接控股) 和母公司的子公司, 但前提是该实体/个人: (a) 正在接受或履行合同项下的服务, 或 (b) 以任何其他方式 (直接或间接) 与合同相关或与买方有关。
- 25.39. **Representatives:** any director, employee, officer, adviser, auditor, agent, consultant, distributor, or subcontractor of a party or its Affiliate.
代表: 是指一方或者其关联方的任何董事、员工、管理人员、审计师、顾问、代理人、咨询师、经销商或者分包商。
- 25.40. **Return Note:** a written note from Sandvik instructing the Purchaser to return the Goods to a warehouse designated by Sandvik.
退货单: 山特维克发出的书面通知, 指示买方将货物退回到山特维克指定的仓库。
- 25.41. **Sanctioned Person:** any person, individual, entity, vessel, or aircraft: (a) specially designated, blocked, or otherwise individually listed or targeted by a Sanction or a Sanctions List; (b) that is resident or located in, operating from, or incorporated under the laws of a Prohibited Country; (c) that is, or is part of, the government of a Prohibited Country or any political subdivision, body, agency or instrumentality thereof, or fully or partially owned (directly or indirectly); or (d) fully or partially controlled by, or acting on behalf or at the direction of, or for the benefit of, any individual or entity on a Sanctions List (including but not limited to where the level of direct or indirect ownership amounts to 45% or more on aggregate).
受制裁者: 指有下列情况的任何人、个人、实体、船只或飞机: (a) 在制裁或制裁名单上被特别指明、封锁或以其它方式单独列明或列为目标; (b) 居住在或身处于禁止国家的、在禁止国家经营业务的或根据受制裁地区的法律注册成立公司 (如适用) 的任何个人、实体; (c) 属于禁止国家的政府或其机关或机构的一部分, 或由有关政府直接或间接完全或部分拥有的任何个人、实体、船只或飞机; (d) 由制裁名单上的任何个人或实体完全或部分控制或代表制裁名单上的任何个人或实体或其利益行事的任何个人、实体 (包括但不限于直接或间接所有权益总计达到 45% 或以上)。
- 25.42. **Prohibited Country(ies):** Afghanistan, Belarus, Crimea, Iran, North Korea, Syria, Russia, non-government-controlled areas of the Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts of Ukraine or other Ukrainian territories claimed to be annexed by Russia or any country or region which is, or whose government is, or becomes, a target of comprehensive, country-wide or territory-wide Sanctions. Sandvik reserves the right to amend the list of Prohibited Countries by written notice to the Purchaser.
禁止国家: 指阿富汗、白俄罗斯、克里米亚、伊朗、朝鲜、叙利亚、俄罗斯、乌克兰顿涅茨克州、赫尔松州、卢甘斯克州和扎波罗热州的非政府控制区以及声称被俄罗斯吞并的其他乌克兰领土, 或成为全面、全国或各地区制裁目标的任何其他国家或地区。山特维克保留以书面形式通知买方修改禁止国家/地区列表的权利。
- 25.43. **Sanctions:** any laws, regulations, and orders enacted, administered, implemented, imposed, or enforced from time to time by any Sanctions Authority in relation to economic, financial, customs or trade sanctions or export controls, or similar restrictive measures, including Council Regulation (EU) No 833/2014, as amended.
制裁: 指任何制裁机构不时制定、执行、施加或实施的与经济、金融、海关或贸易制裁或出口管制或类似限制性措施相关的任何法律、法规和指令, 包括欧盟理事会条例(EU)833/2014 及其修订。
- 25.44. **Sanctions Authority:** (a) the United Nations Security Council; (b) the United States of America; (c) the United Kingdom; (d) Canada; (e) Australia; (f) the European Union (and/or its individual member states); (g) China and (h) the respective governmental institutions and agencies of any of the foregoing, or any other jurisdiction that may be relevant to the performance of the Contract, or rights and obligations pursuant to the Contract (including without limitation jurisdictions relevant to any Related Entities or Affiliates, and/or to the end use of the Goods), including the Office of Foreign Assets Control of the US Department of Treasury (OFAC), the US Department of State, the Bureau of Industry and Security of the US Department of Commerce, the Office of Financial Sanctions Implementation, part of His Majesty's Treasury (OFSI), the European Commission and the relevant national competent authorities (NCAs) within an EU member state.
制裁机构: 指 (a) 联合国安全理事会; (b) 美国; (c) 英国; (d) 加拿大; (e) 澳大利亚; (f) 欧盟 (和/或其个别成员国); (g) 中国以及 (h) 上述任何一方的各自政府机构和机关, 或可能与合同履行或合同项下的权利和义务相关的任何其他司法管辖区 (包括与任何相关实体或关联方和/或货物最终用途相关的司法管辖区), 包括但不限于美国财政部外国资产管制办公室 (OFAC)、美国国务院、美国商务部工业与安全局、英国财政部下属的金融制裁执行办公室 (OFSI)、欧盟委员会和欧盟成员国的相关国家主管部门 (NCA)。
- 25.45. **Sanctions List:** any list of Sanctions targets maintained by a Sanctions Authority, including without limitation: (a) the Consolidated United Nations Security Council Sanctions List; (b) any list maintained by the OFAC or included in the International Trade Administration's "Consolidated Screening List", including the Specially Designated Nationals (SDN) and Blocked Persons List; (c) the Consolidated List of Financial Sanctions Targets or List of persons subject to restrictive measures in view of Russia's actions destabilising the situation in Ukraine, maintained by the UK Treasury; (d) the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions; or (e) any similar list maintained by, or public announcement of sanctions made by, any other Sanctions Authority.
制裁名单: 指由制裁机构存置的任何制裁目标名单, 包括但不限于: (a) 联合国安全理事会综合制裁名单; (b) 美国财政部外国资产管制办公室存置的或列入国际贸易管理局“综合甄别清单”的任何清单, 包括《特别指定国民 (SDN) 和被阻止人员名单》; (c) 英国财政部存置的《金融制裁目标综合名单》或鉴于俄罗斯的行动破坏乌克兰局势稳定而受限制措施约束的人员名单; (d) 《受欧盟金融制裁的个人、团体和实体的综合名单》; 或 (e) 任何其他制裁机构存置的任何类似名单或发布的公开制裁通告。
- 25.46. **Sandvik:** the Sandvik Group entity specified in, or relevant to, the Order Acceptance.
山特维克: 指订单接受函中所列明的山特维克集团所属公司。
- 25.47. **Sandvik Code of Conduct:** Sandvik's code of conduct, available on request.
山特维克员工行为准则: 山特维克的员工行为准则, 可索取。
- 25.48. **Sandvik Data:** aggregated and/or anonymous data which is created, generated, derived or produced by Sandvik based on: (a) Input Data and/or Output Data; or (b) otherwise created through the use of the Digital Service (including the Equipment Monitoring Service), such data never to contain any Personal Data.
山特维克的数据: 指山特维克根据 (a) 输入数据和/或输出数据, 或 (b) 通过使用数字化服务 (包括设备监控服务) 以其他方式创建的数据, 创建、生成、衍生或产生的汇总数据和/或匿名数据, 该等数据绝不包含任何个人数据。
- 25.49. **Sandvik Group:** Sandvik and the Affiliates of Sandvik AB (publ.).
山特维克集团: 指山特维克和山特维克集团的附属公司。
- 25.50. **Sandvik Indemnity:** has the meaning given in Clause 14.1.
山特维克赔偿: 指第 14.1 条中所载的涵义。
- 25.51. **Sandvik IPR:** (a) all Intellectual Property Rights comprised in, relating to, or created as a result of, the sale of the Goods or the provision of the Services or Digital Services (including in the Sandvik Data); (b) all IPR in adaptations, additions, modifications, updates, and enhancements (including those made following

Terms and Conditions of Supply
供货条款和条件
(for Goods, Services, and Digital Services)
(用于货物、服务和数字化服务)

Terms and Conditions of Supply (Version v1.2: March 2024 – China)
 供货条款和条件 (第 1.2 版: 2024 年 3 月-中国)

- a request or suggestion made by or on behalf of the Purchaser) made to the Intellectual Property Rights described in (a); and (c) any Intellectual Property Rights created in connection with the performance of the Contract (including all materials provided or made available by Sandvik in connection with the Contract and all Project IPR).
- 山特维克知识产权:** (a) 因销售货物或提供服务或数字化服务 (包括山特维克的数据) 而包含、相关或产生的所有知识产权; (b) 对 (a) 中所述的知识产权进行改编、添加、修改、更新和增强的所有知识产权 (包括根据买方或代表买方提出的请求或建议进行的修改、添加、修改、更新和增强); 以及 (c) 与履行合同相关的任何知识产权 (包括山特维克提供或可获得的与合同相关的所有材料以及所有项目知识产权)。
- 25.52. **Sandvik Warranty:** (a) the Sandvik standard warranty; and (b) if purchased in the Order, the Sandvik extended warranty, in each case, as in force as at the Order Effective Date.
山特维克质保: 指 (a) 山特维克标准质保; 以及 (b) 如果是在订单中购买的, 则为山特维克延期质保, 在每种情况下, 自订单生效日起生效。
- 25.53. **Security Interest:** a mortgage, transfer, pledge, notarial bond, lien or security cession, or any security or preferential interest or arrangement of any kind which allows a creditor to have its claims satisfied prior to other creditors from the proceeds of an asset (including retention of title, deposit of money by way of security or a conditionally repayable deposit or flawed asset arrangement) and includes any interest which can be registered under any law of any other jurisdiction that has an analogous or similar effect.
担保权益: 指抵押权、转让权、质押权、公证债权、留置权、担保转让、或允许债权人在主张其对某一资产收益时可优先于其他债权人得到清偿的任何形式的担保或优先权益或安排 (包括所有权保留、通过保证金或有条件可偿性押金或瑕疵资产安排等形式存入的定金), 且包括可根据任何其他司法管辖区的具有类似效力的任何法律规定注册的任何权益。
- 25.54. **Services:** the services specified in, or provided in connection with, the Order which Sandvik agrees to provide in the Order Acceptance.
服务: 指订单中载明的、山特维克在订单接受函中同意提供的服务。
- 25.55. **Software:** has the meaning given in Clause 17.1.
软件: 指第 17.1 条中所载的涵义。
- 25.56. **Specified Risks:** the availability or cost of raw materials, commodities, transportation, warehousing, energy, or other critical components or elements relevant to Sandvik's supply chain and the Goods, Services, or Digital Services (including as may be caused by market volatility, climate change, epidemics, or pandemics (including current and future variants of Covid-19 and other Corona strain viruses)).
特定风险: 指原材料、货物、运输、仓储、能源或与山特维克供应链和货物、服务或数字化服务相关的其他关键部件或要素的可用性 or 成本风险 (包括可能由市场波动、气候变化、地区疫情或者全球性疫情 (包括新冠肺炎和其他冠状病毒株的当前和未来变种) 引起的风险)。
- 25.57. **Terms and Conditions of Supply or ToS:** has the meaning given in Clause 1.1 (Introduction, definitions, and interpretation).
供货条款和条件: 指第 1.1 条 (简介、定义与解释) 中所载的涵义。
- 25.58. **Unsafe:** unacceptable actual or potential hazards and incidents relating to safety, health, or the environment (including in breach of applicable Laws).
不安全: 指与安全、健康或环境有关的、不可接受的、实际或潜在的危险和事故 (包括违反适用法律)。
- 25.59. **VAT:** any value-added tax, goods and services tax, consumption tax, or similar tax imposed by Law.
增值税: 指法律规定的任何增值税、货物和服务税、消费税或类似税项。
26. **Interpretation**
解释
- 26.1. The Contract (and the documents comprising the Contract) shall be construed and interpreted in accordance with the following rules: (a) headings are for ease of reference only and do not affect interpretation; (b) the singular includes the plural and vice versa; (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time; (d) a reference to a "person" includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity; (e) a reference to a legislative requirement or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; (f) the meaning of general words is not limited by specific examples introduced by the words "including", "for example" or similar expressions; (g) the rule known as eiusdem generis shall not apply and, accordingly, words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that such words are preceded by words indicating a particular class of acts, matters, or things; (h) references to "material breach" mean that such breach (which includes anticipatory breach, as that term is defined at common law): (i) is more than trivial, but need not be repudiatory; and (ii) if not remedied may, or is likely to have, a serious impact on the benefit that the innocent party would otherwise derive from the performance of the Contract in accordance with its terms, and the parties agree that any breach of any one or more of Clauses 13.5, 19, 22, 24.3, 24.4, or 24.5 shall be construed as a material breach; and (i) any obligation in the Contract on a party not to do something includes an obligation on that party not to agree, allow, permit or acquiesce to that thing being done.
 合同 (以及构成合同的文件) 应根据以下规则进行解释和说明: (a) 标题仅供参考, 不影响解释; (b) 任何单数形式词汇的定义也适用其复数形式, 反之亦然; (c) 凡提及任何文件或文书均包括其不时更新、修改、补充或替换的版本; (d) 凡提及任何人均包括自然人、合伙、法人实体、协会、政府或地方管理部门或机构、或其它实体; (e) 凡提及任何法规要求或其它法律均包括其下位的法规和其它规定及其任何合并、修订、重新颁布或更换的文本; (f) 一般性词汇的含义不局限于通过“包括”、“例如”或类似表述而引入的具体例子; (g) 称为 eiusdem generis 的规则不适用, 因此, 由“其他”一词引入的词语不得因其前面有表示某一类行为、事项或事物的词语而被赋予限制性含义; (h) 凡提及“重大违约”是指这种违约 (包括普通法中对该术语的定义所指的预期违约): (i) 不是微不足道的, 但也不一定是毁灭性的; 以及 (ii) 如果不进行补救, 可能对无过错方根据合同条款履行合同所获得的利益产生严重影响, 且双方同意, 违反第 13.5、19、22、24.3、24.4 或 24.5 条中的任何一条或多条应被视为重大违约; 以及 (i) 合同中一方不做某事的任何义务包括该方不同意、允许、准许或默许该事情被做的义务。
- 26.2. The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.
 对一份书面协议应作不利于负责协议起草或准备的一方解释的解释规则不予适用。