



1. General Terms and Conditions of Purchase

1. 采购通用条款与条件

1.1 The following terms and conditions apply to all orders or purchase of goods (the Goods) by IPSEN.

1.1 以下条款与条件适用于易普森所有货物（“货物”）的采购订单。

1.2 Ipsen shall not be bound by any terms and conditions deviating from these terms and conditions or from the provisions of the law or by any other terms and conditions, unless such terms and conditions are expressly agreed to by Ipsen in writing. These terms and conditions of purchase shall apply even if Ipsen is aware of adverse or contradicting terms submitted by Supplier and unconditionally accepts the delivery of the Goods described in the purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms contained on the face of the purchase order and these terms and conditions of purchase.

1.2 易普森不受偏离本条款与条件或法律规定的任何条款与条件，或任何其他条款与条件约束，但易普森明确书面同意的该等条款与条件除外。如易普森知晓供应商提交的条款有相反或冲突规定且无条件的接受采购订单中的货物交付条件的情况下，本采购条款与条件仍适用。对本采购订单的接受限于对采购订单正面明示条款和本采购条款和条件的接受。

2. Orders

2. 订单

2.1 Orders shall only be binding if effected in writing by Ipsen or confirmed by Ipsen in writing. Any oral order or orders received by telephone as well as any supplements to any purchase order must be confirmed in writing by Ipsen.

2.1 订单仅在易普森书面签署生效或书面确认的情况下具有约束力。任何口头订单或通过电话接收的订单和对任何采购订单的任何补充必须经易普森书面确认。

2.2 Ipsen shall have the right in accordance with Supplier to make reasonable changes in drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportation by delivering written notice. If any such changes cause an increase or decrease in the price contained in the Contract, or the time required for the performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly. Such amendment will only be effective upon receipt of confirmation by Ipsen.

2.2 易普森有权通过书面通知对供应商的图纸、设计、技术规格、材料、包装、交付的时间和地点、运输方式作出合理变更。如任何该等变更导致本合同价格或履行所需的时间增加或减少，则应对本合同进行相应公平的调整。该等修改只得在易普森确认接受后生效。

2.3 Ipsen reserves the right to terminate the Contract or any part hereof, upon written notice to Supplier. In the event of such termination, Supplier shall immediately stop all work hereunder, and shall immediately cause its suppliers and any subcontractors to cease such work. Ipsen will reimburse Supplier for reasonable expenses including a proportionate profit resulting directly from any such termination. Supplier shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Supplier's subcontractors or suppliers which Supplier could reasonably have avoided. Supplier shall not unreasonably anticipate the requirements of the Contract. But in any circumstance, the reimbursement shall not exceed the actual cost of the work, which has already been done.

2.3 易普森保留向供应商发出书面通知以终止本合同或其任何部分的权利。如果发生该等终止。则供应商应立即停止本合同项下的任何工作，并应立即使其供应商和任何分包商停止该等工作。易普森将向供应商报销合理费用，包括因任何该等终止直接导致的适当利润。供应商不得就收到终止通知后的任何工作获得报酬，也不得就供应商本能够合理避免的供应商的分包商或供应商发生的任何费用。供应商不得合理地预估本合同的要求。但在任何情况下，报销总额不得超出已经完成的工作实际发生的费用。

2.4 Ipsen may also terminate the Contract or any part hereof for cause in the event of any material default by the Supplier.

2.4 如供应商有任何重大违约，易普森也可以终止本合同或其中任何部分。

3. Prices

3. 价格

3.1 The agreed prices contained in the Contract shall be fixed and binding – plus the respectively valid value added tax – and include delivery to the place of use as well as packaging and freight charges.

3.1 本合同中约定的价格应为固定和有约束力的，该价格包含交付至使用地点的费用、包装费和运输费，各自有效的增值税另付。

3.2 The Supplier shall assume any and all costs incurred for transit and insurance until delivery of the Goods to Ipsen including unloading at Ipsen's location, unless agreed otherwise.

3.2 除另有约定外，供应商应承担货物在易普森地点交付并卸货前发生的任何及一切转移和保险费用。

4. Assignment; Subcontractors

4. 转让；分包商

4.1 Supplier may not assign or pledge its rights or obligations under the Contract without the prior written approval of Ipsen.

4.1 未经易普森事先书面批准，供应商不得转让或抵押其在本合同项下的权利或义务。

4.2 The sub-contracting of any obligation under the Contract, or any aspect of the design, manufacture or delivery of the Goods, by Supplier shall not relieve Supplier of its obligations under the Contract.

4.2 供应商将合同项下的任何义务或货物的设计、制造或交付的任何一种分包的，供应商在本合同项下的义务不得免除。

5. Delivery

5. 交货

5.1 Partial and early deliveries are only allowed to the extent agreed in advance in writing between the parties, and shall be marked as such by the Supplier. Ipsen reserves the right to refuse excess or short deliveries.

5.1 部分或提前交货仅在双方事先书面约定的情况下允许，且应由供应商标记。易普森保留拒绝交货多余或缺缺的权利。

5.2 Supplier agrees to inform Ipsen in writing about any circumstance that occurs or which Supplier has been informed of, that leads or might lead to a delay in delivery. If Ipsen requires that Goods be sent by express transit due to Supplier's fault, any additional costs incurred by Ipsen in connection therewith will be paid by Supplier. In case of an early delivery — unless otherwise agreed upon — payment will be made in accordance with the originally designated delivery date.

5.2 供应商同意书面告知易普森任何已发生或供应商已被告知会导致或可能导致延迟交货的情况。如果易普森因该运输方式发生的任何额外费用由供应商承担。除另有约定外，如有任何提前交货，则付款仍按原本指定的交货日期计算。

5.3 Unless otherwise agreed upon in advance and in writing, delivery of all orders shall be carried out DAP according to Incoterms 2010. Title and risk of loss will pass to Ipsen upon delivery and unloading at the Ipsen facility specified in each Contract.

5.3 除事先书面另有约定外，所有订单的交货均采用《国际贸易术语解释通则 2010》(Incoterms 2010) 中的目的地交货 (DAP)。货物的所有权及灭失的风险将在货物交付并卸货至每个合同中指定的易普森工厂时转移至易普森。

5.4 Without prejudice to any other legal or contractual rights of Ipsen, and notwithstanding the acceptance of delivery of an order, a contractual penalty for delay in delivery may be imposed by Ipsen in an amount of 1 % of the net price of the delivery for each inchoate week of delay, however, no more than 15% of the net price of the delivery. Ipsen may assert the contractual penalty also if no reservation occurs when the delivery is accepted. Ipsen may, however, demand the contractual penalty beyond the final payment of the

delivery only, if we reserve the right to do so at the time of the final payment. Any contractual penalties may be demanded as the minimum amount of damages owed due to the same breach of duty. We will, however, credit any contractual penalties paid.

5.4 在不影响易普森任何其他法律或合同权利的情况下，尽管接受了订单的交货，易普森仍可就延迟交货要求供应商按每延迟一周支付交付货物净价 1% 的合同违约金，但违约金最高不得超过交付货物净价的 15%。易普森也可以就在没有预约下接受交货的情形主张合同违约金。但如果我们保留在最终付款时主张违约金的权利，易普森只能在交货的最终付款之外主张合同违约金。任何合同违约金可能是相同违约行为导致的最小数额，但我们会贷记我们支付的任何合同违约金。

5.5 Force majeure, strikes, operational breakdowns or other hindrances that are beyond the control of Ipsen will discharge Ipsen from its obligation to take delivery or accept the Goods for the time they occur and allow Ipsen to reschedule delivery dates. In the event of such a delay, Supplier shall hold Goods subject to such delay at the direction of the Ipsen and shall deliver them when the causes affecting the delay have been removed.

5.5 不可抗力、罢工、运行故障或在易普森控制之外的其他妨碍将免除易普森在货物运到交货或接受货物的义务，且允许易普森重新安排送货日期。如发生该等延迟，则供应商应按易普森的指示在受限于该等延迟情况下保留货物，并在影响延迟交货的事由消除后交付货物。

6. Invoice and Payment

6. 发票与付款

6.1 Invoices are to be sent to the attention of Ipsen at the address set forth on the face of this purchase order unless agreed otherwise. Improper invoices will only be accepted from the date they have been corrected.

6.1 发票应寄至易普森，地址为本采购订单正面的地址，双方另有约定除外。错误的发票只能在重开之日后接受。

6.2 All prices are subject to DAP according to Incoterms 2010. Invoicing shall take place in accordance with the weight and/or amount of pieces actually delivered. No payment will be made for any weight and/or amounts delivered that exceed the maximum weight and/or maximum amount contained in the order, unless the exceeding part has been approved by Ipsen.

6.2 所有价格应受限于《国际贸易术语解释通则 2010》(Incoterms 2010) 中的目的地交货 (DAP)。发票应根据实际交货的重量和/或货物件数开具。如任何重量和/或交货数量超出订单中的最大限额，则任何款项都不会支付，除非超出的部分经易普森批准。

6.3 In accordance with supplier, payments made within 14 days after receipt of an invoice shall be entitled to a cash discount of 3%. Unless otherwise indicated by Ipsen on the face of the purchase order, payment will be made within 60 days net after delivery and receipt of a proper invoice. The invoice will only be issued when the goods are duly received and accepted by Ipsen.

6.3 符合供应商，如在收到发票后 14 天内付款，则有权获得 3% 的现金折扣。除易普森在采购订单正面另行说明外，交货和接受正确发票后的 60 天内将进行付款。发票只能在易普森收到和接受货物后开具。

6.4 All claims for money due or to become due from Ipsen to Supplier shall be subject to deduction or set-off by the Ipsen by reason of any counterclaim arising out of this or any other transaction between Ipsen and Supplier. In these cases the Ipsen has a pre-emptive right on the Goods of the Supplier and the Ipsen can request from the Supplier all samples for production.

6.4 易普森对供应商到期或即将到期的付款应受限于因易普森和供应商之间就本交易或任何其他交易产生的任何反诉导致易普森要求的扣减或抵销。在这种情况下，易普森对供应商的货物有优先权，且易普森可以要求供应商提供所有生产使用的样本。

6.5 Ipsen is entitled to withdraw from the contract without any consequences if Supplier becomes unable to pay or if insolvency proceedings have been opened in Supplier's assets, insolvency proceedings have been instituted or the institution has been rejected for lack or mass or another substantial impairment of the financial status of the Supplier occurs.

6.5 如果供应商无法支付或供应商的财产进入破产程序、破产程序启动或设立因供应商缺乏良好的财务状况或财务状况有巨大或其他实质损害的，易普森有权撤销合同，且无需承担任何后果。



7. Inspection and Acceptance

7. 检查与验收

7.1 Ipsen shall have the right to inspect and accept the Goods at the Supplier's premises during regular business hours after suitable announcement. Any such inspection does not relieve Supplier of its warranty obligations. The Supplier shall carry out continuous quality testing and shall establish and maintain procedures to ensure a high quality standard in all Goods sold to Ipsen. For the purpose of such inspection, the Supplier will provide Ipsen with free and safe access to its facilities.

7.1 易普森有权在合理通知后,于正常工作时间在供应商的场所检查和验收货物。任何该等检查不免除供应商的保证义务。供应商应持续进行质量测试并建立和维护程序以确保所有出售给易普森的货物的高质量标准。为本检查之目的,供应商将使易普森可免费及安全地进入其设施。

7.2 Upon delivery at Ipsen's premises, Ipsen shall conduct a preliminary inspection to verify whether the Goods are in conformity with agreed upon quality standards, quantity and article number set forth in the Contract and may refuse the Goods in case of defects, deficiencies, noncompliance with the Contract and/or damages occurring during transit, or Ipsen is entitled to require Supplier to replace such Goods at the time designated by Ipsen, and such replaced Goods is also subject to inspection by Ipsen. Upon request, the Supplier will provide control and/or test reports. Ipsen will check the Goods after delivery only in respect to its type (identification check), quantity, and obvious transport damages as well as other obvious defects. Ipsen is not obliged to carry out any further inspection. Insofar, the Supplier waives the objection of violation of the inspection duty and delayed notice of defects. Defects which later become known to the Ipsen will be reported to the Supplier without undue delay; and Ipsen reserves its right to refuse any such defective Goods. Such check will not relieve supplier of its warranty obligation.

7.2 在易普森的场所交货时,易普森应进行初步的检查以检验货物的质量标准、数量和产品编号是否符合合同的规定,且可以拒收有缺陷、有短缺、与合同要求不符和/或在运输中产生损坏的货物,或易普森有权要求供应商在易普森指定的时间更换该等货物,且该等货物仍然受限于易普森的检查。根据要求,供应商将提供控制和/或测试报告。易普森将在交货后检查货物的型号(识别检查)、数量、明显的运输损坏和其他明显缺陷。易普森没有进行任何进一步检查的义务。在检查范围内,供应商放弃对违反检查义务和缺陷的延迟通知的反驳权。易普森之后知晓的缺陷将立即告知供应商;且易普森保留拒绝任何该等缺陷货物的权利。该等检查不免除供应商的保证义务。

8. Documentary Evidence of Origin

8. 原产地证明文件

Supplier shall provide all documentary evidence of origin (e.g. certificates of origin, certificate of examination suppliers' declaration etc.).

供应商应提供所有原产地证明文件(例如:原产地证书、测试正式、供应商报关文件等)

9. Deadlines, Delays

9. 最后期限、延迟

9.1 Time is of the essence of the Contract and the delivery time established in the Contract shall be binding.

9.1 时间是本合同的本质,本合同约定的交货时间应具有约束力。

9.2 In the event of a default of delivery, Ipsen shall be entitled to all available legal claims and remedies including without limitation, the right to claim damages for Supplier's non-performance and to cancel the Contract and obtain replacement Goods from a third party.

9.2 如发生交货违约,则易普森有权采取一切法律主张和救济,包括但不限于就供应商的不履约要求赔偿的权利和撤销合同的权利,以及从第三方取得替代货物的权利。

9.3 If Supplier delays its delivery for three or more times, or delays for over 20 days for one time, or

any replaced Goods cannot be accepted by Ipsen, then Ipsen is entitled to terminate these General Terms and Conditions of Purchase, and require Supplier to pay the liquidated damage of RMB 20,000. If the actual losses incurred to Ipsen exceeds such liquidated damage, then Supplier shall compensate for the excess.

9.3 如果供应商延迟交货达到三次或以上,或一次延迟交货超过 20 天,或易普森无法接受任何替代货物,则易普森有权终止本采购通用条款与条件,并要求供应商支付人民币 20000 元的违约金。如果易普森的实际损失超出该等违约金的,则供应商应赔偿该等损失。

10. Quality; Warranty

10. 质量; 保证

10.1 The Supplier warrants proper delivery of the Goods and that the materials used are of best quality and these materials are fit for the purpose indicated in the Contract. The Supplier also warrants proper performance in accordance with any drawings and specifications agreed upon between the parties as well as faultless assembly, unobjectionable performance and specifications and that the Goods do not infringe any intellectual property rights.

10.1 供应商保证正确交付货物,使用质量最好的材料,且该等材料适合本合同约定的目的。供应商还保证按双方约定的任何图纸和技术规格恰当地履行合同,以及无错误地组装、不可反驳的履行和技术规格确保货物不侵犯任何第三方的知识产权。

10.2 Supplier warrants that the Goods shall correspond to the newest available technical standard, any and all applicable technical and safety provisions and comply with any and all applicable laws, regulations, directives and standards, GB standard, and QB standard, including but not limited to those concerning labor and health protection, environmental protection and fire protection.

10.2 供应商保证货物符合最新的技术标准、任何及一切适用的技术和安全规定,且遵守任何及一切法律、法规、法令和标准、国家标准和 QB 标准,内容包括但不限于涉及劳动和健康保护、环境保护和消防保护。

10.3 Supplier guarantees to Ipsen that the quality of the Goods delivered shall be state of the art. Supplier shall inform the Ipsen about any improvement and technical variation opportunities.

10.3 供应商向易普森承诺其所交付的货物质量具有当前最先进的技术水平。供应商应告知易普森任何完善和技术变化机会。

10.4 Unless otherwise agreed upon, the warranty period for all Goods purchased from Supplier shall be 24 months from the delivery to Ipsen's customer, but in no case longer than 36 months from the time the risk of loss or damage is transferred to Ipsen. During the warranty period the Supplier will correct any warranty defect free of charge through repair or exchange at Ipsen's discretion at the location of the defective item. Any costs and expenses incurred in connection with remedying the defect, e.g. assembling and disassembling costs, travel expenses and carriage, will be paid by the Supplier.

10.4 除非另有约定,所有从供应商处采购的货物的质保期应为货物自易普森交付给客户之日起 24 个月,但在任何情况下最长不超过损失或损害风险转移至易普森时起 36 个月。在质保期内,供应商应在缺陷货物处,根据易普森的决定,通过维修或换货免费修复任何质保缺陷。与缺陷救济有关的任何费用和支出,例如组装和拆卸费、差旅费用和运输费将由供应商承担。

10.5 Ipsen shall be entitled to remedy any defect by itself or by any entrusted third party at the Supplier's cost and to claim compensation for expenses at the Suppliers cost and without prejudice to the Supplier's liability for defects, if a delay would entail risks or if a particular need for urgency exists, or if Supplier fails to remedy within the period as designated by Ipsen. In this case, Ipsen will, to the extent reasonably possible, notify Supplier of such defect in advance of Ipsen's remediation of such defect. In addition to other cases, particular urgency exists in cases when it is particularly necessary to avoid an equipment standstill suffered by a customer of the Ipsen, which may incur extra costs. The Supplier has a duty to deliver spare parts and shall grant to the Ipsen a right for a "last call".

10.5 如果延迟交货将导致风险或紧急需求,或如果供应商未能在易普森指定的时间内完成修复,则在不影响供应商缺陷义务的情况下,易普森有权自行或委托任何第

三方修复任何缺陷,费用由供应商承担,并就支出的费用要求供应商赔偿。在这种情况下,易普森将在合理可能的限度下,在易普森自行修复该缺陷前告知供应商该等缺陷。除其他情况外,如需要避免易普森的客户遭受可能产生额外费用的设备停顿,则视为存在紧急情况。供应商有义务提供备件并赋予易普森“最后通牒”的权利。

11. Sub-Contractors, Insurance

11. 分包商, 保险

11.1 Supplier and/or independent/sub-contractor, if applicable, shall maintain all necessary insurance coverage, including public, product and auto liabilities and worker's compensation insurance. Unless otherwise agreed upon, the liability policies shall contain minimum limits of RMB 5 million per occurrence with an aggregate of RMB 25 million and, with respect to worker's compensation insurance, shall contain the limits required by applicable law. Supplier shall upon request provide a certificate to Ipsen evidencing such insurance coverage.

11.1 供应商和/或独立/分包商,如适用,应维持一切必要的保险,包括公众、产品和汽车责任险以及工商保险。除另有约定外,保单的最低保额应为单次事件人民币 500 万,总额人民币 2500 万。工伤保险的限额应符合适用法律的要求。供应商应根据要求向易普森提供证明该等保险范围的证明。

11.2 Supplier authorizes Ipsen to pursue all compensation claims under the abovementioned insurances.

11.2 供应商授权易普森在上述保险下进行一切索赔。

12. Indemnification; Limitation of Liability

12. 赔偿; 责任限制

12.1 Supplier shall indemnify, defend and hold harmless Ipsen, against any suits, actions or proceedings at law or in equity (including costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and all claims, losses, damages, judgments, obligations, liabilities and expenses arising out of or resulting in any way from any defects in the Goods purchased hereunder or any related services or work to be performed, or from any acts or omissions of Supplier, its agents, employees or subcontractors. If Supplier fails to fulfill any of its obligations under this paragraph or this Contract, Supplier agrees to pay Ipsen all costs, expenses and attorney's fees incurred by Ipsen to establish or enforce Ipsen's rights under this paragraph or this Contract. This indemnification shall be in addition to the warranty obligations of Supplier.

12.1 供应商应赔偿易普森、为易普森辩护并使易普森免受因在跟合同项下采购货物或提供的任何相关服务或工作的任何缺陷,或供应商、其代理、雇员或分包商的任何作为或不作为导致的法律上或衡平法上的任何诉讼和法律程序(包括对任何该等事项的辩护产生的费用、支出和合理律师费)和一切索赔、损失、损害、判决、义务、责任和支出。如果供应商未能完成其在本段下或本合同项下的任何义务,则供应商同意向易普森支付因易普森设立或行使其在本段下或本合同项下的权利而产生的一切费用、支出的律师费。本赔偿在供应商的保证义务之外。

12.2 In no event shall Ipsen be liable for anticipated or lost profits or for indirect, incidental or consequential damages, regardless of whether or not Ipsen was advised of the possibility of such damage. This restriction of liability shall not apply insofar as mandatory law provides otherwise.

12.2 在任何情况下,易普森均不对任何预期损失或利润损失或间接、偶尔或附带损失承担责任,无论易普森是否知晓该等损失的可能性。本责任限制不适用于强制法律有另行规定的情况。

13. Title, Drawings, Execution Documents, Tools

13. 所有权、图纸、签署文件、工具

13.1 If the Ipsen deposits any item on the Supplier's premises, the Ipsen shall remain the owner of such item, and Supplier shall take good care of such item. Any processing or retooling work by the Supplier will be done for the Ipsen. In the event that the Ipsen's Goods are processed with other items which are not owned by the Ipsen, the Ipsen shall acquire ownership of the new item and Supplier shall warranty the non-infringement of any third party's right the other items not owned by Ipsen..

13.1 如果易普森在供应场所存放任何物品,则易普森仍为该等物品的所有人,且供应商应妥善保管该物品。供应



商将为易普森提供任何处理或再加工工作。如易普森的货物与其他不属于易普森的物品一并加工, 则易普森应取得新物品的所有权, 且供应商保证不会侵犯不属于易普森的部分物品中任何第三方权利。

13.2 If the items deposited by the Ipsen are inseparably integrated with items which are not owned by the Ipsen, the Ipsen shall acquire ownership of the new item and Supplier shall warrant the non-infringement of any third party's right the other items not owned by Ipsen.

13.2 如果易普森存放的物品并未与不属于易普森的部分物品完全混合在一起, 则易普森应取得新物品的所有权, 且供应商保证不会侵犯不属于易普森的部分物品中的任何第三方权利。

13.3 Ipsen retains the ownership of all tools and other production means or parts which are left with the Supplier for repair, quality assume or support for production Supplier shall insure such items at their new value at Supplier's cost against fire, water damage and theft. The Supplier authorizes the Ipsen to pursue all compensation claims under such insurance. Supplier shall be obliged to exclusively use the tools as well as all other production means for the production of the goods ordered by the Ipsen. The Supplier undertakes to carry out all necessary maintenance, inspection and repair work for the tools and other production means of the Ipsen at Supplier's own costs and on time. Supplier must inform Ipsen immediately about any disruptions in the repair or maintenance of Ipsen's tools. All Ipsen's tools, parts, drawings and other property shall be surrendered by Supplier to the Ipsen on demand in good and serviceable condition, together with any materials added thereto by the Supplier and the Supplier shall have no lien on such tools, drawings or materials either for any sum payable under this Order or for any other monies or obligations. In case of a change of the ownership of the Supplier, the Ipsen can withdraw from an order with immediate effect.

13.3 易普森保留留给供应商用于维修、质量检查或生产支持的所有工具和其他生产方式或部件的所有权。如该等工具因火灾、水灾和偷盗灭失, 则供应商应赔偿该等物品的全新价值。供应商授权易普森在该等保险下进行索赔。供应商有义务根据易普森的要求且仅在生产货物时使用工具和所有其他生产方式。供应商承诺按时对工具和其他生产方式采取所有必要的维护、检查和维修工作, 费用由供应商自行承担。供应商必须立即通知易普森在维修或维护易普森工具过程中的任何毁坏。供应商向易普森交出的所有易普森工具、部件、图纸和其他财产应具备良好使用状态, 包括供应商对其添加的任何材料, 且供应商对该等工具、图纸或材料未就本订单下任何应付款项或任何其他款项或义务设立任何留置权。如供应商的所有权变更, 易普森可立即撤销订单。

13.4 All technical information, drawings, design and other data, commercial know-how, specifications, inventions, processes or other information supplied by the Ipsen to Supplier are confidential and remain the property of the Ipsen. Such information is disclosed to the Supplier solely for the purpose of the Order, and will not, without the prior consent of the Ipsen, be disclosed to any third party. Supplier undertakes to use no less than the degree of care and means that it uses to protect its own confidential information, but in any event not less than reasonable care, to maintain the confidentiality of Ipsen's information, which obligation extends to Supplier's employees, agents or permitted sub-contractors. Supplier shall be responsible to the Ipsen for any failure by any employee, agent or sub-contractor to comply with such obligations whether or not such employee, agent or sub-contractor was aware of such obligations. This obligation of confidentiality shall survive until such time as the knowledge and/or information contained in Ipsen's information becomes generally known to the public through no fault of Supplier. Upon Ipsen's request all given documents and information shall be immediately returned.

13.4 易普森向供应商提供的一切技术信息、图纸、设计和其他数据、商业诀窍、技术规格、发明、流程或其他信息均为保密信息且为易普森的财产。向供应商披露的该等信息仅供本订单使用, 且未经易普森事先同意, 不得向任何第三方披露。供应商承诺对该保密信

息的保护程度不低于对其自己保密信息的保护程度, 但在任何情况下不低于合理注意。该义务的对象包括供应商的雇员、代理人或允许的分包商。供应商应就其任何雇员、代理人或分包商未能履行该等义务向易普森承担责任, 无论该等雇员、代理人或分包商是否知晓该等义务。本保密义务应持续有效直至该等易普森的知识和/或信息非因供应商的过错进入公众领域。根据易普森的要求, 所有提供的文件和信息应立即归还。

13.5 The Supplier will not, without the prior written consent of Ipsen, advertise, publicly announce or provide to any other person information relating to the existence or details of the Order or use Ipsen's name, logo, trademark in any format for any promotion, publicity, marketing or advertising purpose.

13.5 未经易普森事先书面同意, 供应商不得宣传、公开宣布或向任何其他人提供与本订单或其细节有关的任何信息, 或为任何推广、发表、市场或宣传目的使用易普森任何形式的名称、标识、商标。

14. Industrial Property Rights

14. 工业知识产权

14.1 Supplier warrants that no rights of any third party, including but not limited to intellectual property rights, will be violated by the Supplier's design, manufacture or delivery of the Goods.

14.1 供应商保证供应商对货物的设计、制造或交付不侵犯任何第三方的权利, 包括知识产权。

14.2 In the event that any third-party asserts any claim of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) arising out of the purchase, sale or use of the Goods covered by this order whether such Goods were provided alone or in combination with other products, software or processes, the Supplier shall be obliged to indemnify Ipsen against these claims, and Ipsen is entitled to immediately terminate this General Terms and Conditions of Purchase and orders.

14.2 如任何第三方因本订单中货物的采购、出售或使用主张任何侵权赔偿(包括专利、商标、工业设计权利或其他财产性权利, 或不当使用或适用商业秘密), 无论该等货物是单独提供或与其他产品、软件或程序一并提供, 供应商有义务就该等索赔赔偿易普森, 易普森有权立即终止本采购订单的通用条款与条件。

14.3 Supplier's indemnity obligation includes all expenditures which Ipsen incurs (including but not limited to attorneys' fees, litigation fees, etc.), as part of or in connection with any actions brought by a third party.

14.3 供应商的赔偿义务包括易普森发生的, 作为第三方提出的任何诉讼的部分或与其有关的一切支出(包括但不限于律师费、诉讼费等等)。

14.4 Ipsen retains any and all property, utility model, registered design, patent and brand rights, copyrights and all personality and other protection rights, in particular, to Ipsen's pictures, drawings and other documents, designs, design proposals, templates, workshop documents, forms, copyrights as well as to the know-how and the calculations.

14.4 易普森保留其图片、图纸和其他文件、设计、设计建议书、模板、车间文件、表格、版权和诀窍和计算中的任何及一切财产性权利、实用新型、注册设计、专利和品牌权利、版权和一切个性和其他保护性权利。

15. Confidentiality

15. 保密

15.1 Supplier shall consider all information furnished by Ipsen (hereinafter referred to as "Information") to be confidential and shall not disclose any such Information to any other person, or use such Information itself for any purpose other than performing this agreement, unless Supplier obtains written permission from Ipsen to do so. Information shall include without limitation, any customer, prospect and price lists, plans, photographs, designs, component designs, drawings, blueprints, specifications, inventions, technical data, trade secrets, and any other Materials relating to this order or to the business of Ipsen. All Ipsen Information is and shall remain the property of Ipsen. The obligation to maintain the confidentiality of the Information shall not apply if the Information was: (i) in Supplier's possession, free of any obligation of confidence, at the time of its

communication to Supplier; (ii) publicly known at the time of its communication to Supplier; or (iii) becomes publicly known or if the Information is legitimately made public by third parties, through no fault of Supplier. The burden of proof for these circumstances shall be with Supplier.

15.1 供应商应将易普森提供的一切信息视为保密信息(以下简称“信息”), 且不得将任何该等信息披露给任何其他客户、发展和价目表、计划、照片、设计、组件设计、图纸、蓝图、技术规格、发明、技术信息、商业机密和与本订单或易普森业务有关的任何其他信息。所有易普森信息是且将一直是易普森的财产。以下信息不适用保密义务: (i) 在提供给供应商时已由供应商在不受限于任何保密义务的情况下拥有; (ii) 在提供给供应商时已经被公众所知, 或(iii) 非因供应商的过错被公众所知或由第三方合法公开。供应商应提供证明信息符合上述条件的证据。

15.2 In no event will Supplier use less than the degree of care and means that it uses to protect its own confidential information of like kind, but in any event not less than reasonable care to prevent the unauthorized disclosure or use of Ipsen's Information.

15.2 在任何情况下, 供应商对信息的保护程度不得低于其对自己的保密信息的保护程度, 但在任何情况下不得低于合理注意, 以防止对易普森信息的未经授权披露或使用。

15.3 Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at any time by Supplier to Ipsen shall be deemed secret or confidential and Supplier shall have no rights against Ipsen with respect thereto except such rights as may exist under patent laws.

15.3 除非另行书面约定, 供应商在任何时间以任何形式向易普森披露的商业、财务或技术信息均不视为秘密或保密信息, 且供应商对易普森不享有任何索赔权利, 除非该等权利为专利法下规定的权利。

16. Storage, Place of Performance, Partial Invalidation, Jurisdiction and Applicable Law

16. 存储、履行地、部分无效、管辖权和适用法律

16.1 Ipsen can store data of Supplier electronically.

16.1 易普森可以以电子方式存储供应商的信息。

16.2 Unless otherwise specified in the purchase order, the place of performance for deliveries and services as well as for payment shall be the registered office of Ipsen.

16.2 除非采购订单中另有说明, 交货和服务、以及付款的履行地为易普森的注册办公室。

16.3 If any provision of this Contract shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.3 如本合同的任何条款被视为无效、违法或不可执行的, 则剩余条款的有效性、合法性和可执行性不因此受到任何形式的影响。

16.4 All disputes are settled exclusively at the competent courts in the domicile of Ipsen.

16.4 所有争议均由易普森的经营场所所在地法院排他管辖。

16.5 Any and all legal relationships between the Ipsen and the Supplier shall be exclusively governed by the laws of the People's Republic of China; the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

16.5 易普森和供应商之间的任何及一切法律关系受中华人民共和国法律排他管辖; 排除《联合国国际货物销售合同公约》的适用。