

Standard Terms and Conditions of Sale

通用销售合同条款

1 定义

“**供应商**”是指 NTT 在当地的实体。

“**供应商保证**”是指供应商不时地向买方提供的关于产品和服务的保证。

“**供应商报价**”是指列明产品、第三方维修、服务和价格的文件。

“**交付**”是指采用标准**供应商**运输，运至买方订单中指定的收货地点。

“**定制服务**”是指**供应商**提供的专业服务、管理服务和/或其它**供应商**提供的一般服务之外的**供应商**完成的服务。

“**一般服务**”是指**供应商**提供的筹备服务、安装服务、基于时间和材料的服务、包装咨询服务和其它非技术服务。

“**订单**”是指与**供应商**签署的产品、服务和第三方维护的供应订单。

“**产品**”是指第三方品牌的产品（包括构成产品一部分的软件）或**供应商**再销售的软件授权许可证。

“**买方**”是指任何根据**供应商**报价下采购订单的自然人或公司实体，无论该自然人或公司实体是否与**供应商**签订了协议（或其产品的购买方或接受其经理、负责人、继受人和被授权的代理人提供的服务的相对方）。

“**服务**”是指一般服务和定制服务，但不包括**供应商**提供的上线运营维护服务。

“**第三方维护**”是指由第三方提供的，并且由**供应商**再次销售的维护服务。

1 Definitions

“**Supplier**” means the local NTT entity.

“**Supplier Warranty**” means any warranty which Supplier may from time to time provide to Purchaser in respect of Products or Services.

“**Supplier Quote**” means this document which provides information of the Products, Third Party Maintenance, Services and the price.

“**Delivery**” means standard Supplier shipping to and arrival at the receiving area at the “Ship To” address specified on Purchaser’s Order.

“**Custom Services**” means Supplier -provided professional services, managed services and/or other Supplier -performed services other than General Services.

“**General Services**” means Supplier -provided staging services, installation services, time and material based services, packaged consulting services and other non -technical services.

“**Order**” means an order placed with Supplier for the supply of Products, Services or Third Party Maintenance.

“**Products**” means third party branded products (including software forming part of the products) or software licenses resold by Supplier.

“**Purchaser**” means any person or corporate entity which issues Supplier a purchase order in response to a Supplier Quote whether or not such person or corporate entity enters into an agreement with Supplier (or the purchase of Products or the provision of Services including its executors, administrators, successors and permitted assigns).

“**Services**” means General Services and Custom Services collectively, but does not include Supplier provided Uptime Maintenance Services.

“**Third Party Maintenance**” means maintenance services provided by a third-party and resold by Supplier.

2 合同形式

订单构成买方根据本销售合同条款提出的购买产品或服务的要约。若**供应商**接受了订单，则**供应商**和**买方**间产品或服务的供货合同订立。

本销售合同条款取代所有之前的销售合同条款，并且只能在供应商书面认可的情况下可以修改。任何后续的确认为此次供应商报价和订单的买方条款都不适用，并被认定无效。

2 FORMATION OF CONTRACT

Each order constitutes an offer by the Purchaser to acquire the Products or Service subject to these Terms and Conditions. A contract shall be made between Supplier and the Purchaser for the supply of Products or Services only if an order has been accepted by Supplier.

These Terms and Conditions supersede all previous terms and conditions and may only be varied with the written consent of Supplier. Any subsequent Purchaser terms and conditions confirming this Supplier Quote or order is not applicable and will be rendered null and void.

3 报价

除另有约定外，报价不包括任何税负，包括但不限于增值税、消费税、当地和国家的税种、进口关税、进出口费、代扣代缴的税或其它相关费用。买方应向供应商支付或补偿所有上述税费。供应商有权根据最终提供的产品和/或服务的数量的变化修改报价。除另有约定外，所有供应商报价的有效期为报价发出之日起 30 日。买方认可产品和服务的价格会因原始供应商报价、外汇汇率、关税和政府费用变化的原因而变化，并不需要供应商事先通知。

3 PRICES QUOTED

Unless otherwise specified, prices quoted do not include taxes of any kind, including but not limited to value added tax, GST, local or state tax, import duties and taxes, import/export fees, withholding taxes or other related charges, and Purchaser shall pay or reimburse Supplier for all such taxes and charges. Supplier reserves the right to amend the prices quoted should there be any variation in the quantity of Products and/or Services ultimately supplied. Unless otherwise advised, all Supplier Quotes are valid for 30 days from the date of issuance. The Purchaser acknowledges however that the prices for Products or Services are subject to change without notice due to changes in original supplier quotes, exchange rates, tariffs or either government charges.

4 包装

除另有约定外，报价包括设备生产商/原始供应商发货时提供的原始商业包装。买方提出要求，或供应商认为确有必要进行特殊包装的，买方需承担相应费用。

4 PACKING

Unless otherwise stated, the price quoted includes commercial packaging as is as shipped by the original equipment manufacturers/ original suppliers. It is agreed that special packaging required by the Purchaser or deemed necessary by Supplier would be made to the Purchaser's account.

5 验货

买方在发货前要求验货的，须在供应商的住处进行检验。买方在发货前对产品检验需要供应商协助的，如每次协助时间超过 15 分钟的，供应商将在进行检验时按照供应商收费标准收取费用。除买方就产品数量或其它问题立即向供应商提出异议外，买方验货完成即视为买方接受该产品。如果买方没有进行发货前验货的，产品交付后即视为买方接受了该产品。

5 INSPECTION

If the Purchaser desires to inspect the Products before delivery such an inspection must be made at Supplier's premises. If Supplier is required to provide assistance in the Purchaser's inspection of the Products prior to delivery in excess of 15 minutes per unit, such assistance will be provided at Supplier's standard rates current at the time of the inspection. The Purchaser shall be deemed to have accepted the Products as soon as the inspection shall have been completed unless Purchaser forthwith makes an objection to Supplier regarding the quantity or otherwise of the Products. If no such inspection is made, the Purchaser shall be deemed to have accepted the Products when they are delivered.

6 交付

除非供应商报价里另有约定，毁损的风险将在货物到达买方订单上指定的收货地点时从供应商转移到买方。如双方就交付条款另有约定的，交付和风险转移条款将从其约定。买方要求供应商暂不交付以至于超过订单规定的交付日期后，产品仍然被供应商占有，买方须支付仓储费和供应商可能收取的处置费。任何供应商和买方达成的关于要交付的产品的数量的条款或交付货物或服务的时间的条款都不是必不可少的。供应商可以进行部分交付并对每部分分别出具发票。

6 DELIVERY

Unless otherwise specified on Supplier Quotes, risk of loss or damage will pass from Supplier to Purchaser upon receipt at Ship-To address. If other delivery terms are agreed by the Parties, the delivery and passing of risk shall be according to the agreed delivery term. If Purchaser instructs Supplier to withhold the delivery thereby causing the Products to remain in the possession of Supplier after the delivery date specified on the Order, the Purchaser must pay such storage and handling charges as Supplier may charge. Any terms as to quantity of Products to be delivered or time of delivery of Products or Services agreed between Supplier and Purchaser are not of the essence. Supplier may make partial deliveries and invoice each partial delivery separately.

7 保险

供应商将保持不小于如下保险范围：（1）按照法律要求的工伤保险和雇员责任险；（2）包含合同责任的综合责任险，限额为：身体伤残（每人，每次事故和所有事故上限：100 万美元）；财产毁损（每次事故和所有事故上限：100 万美元）。供应商将根据要求提供保单。买方必须保证由一家声誉好的保险机构就产品从交付到所有权转移期间的相关的可保损失投保足额保险，并且买方必须根据供应商要求向供应商出具上述保险的相关货币存款证明。

7 INSURANCE

Supplier will maintain the following minimum insurance coverage: (i) Worker's Compensation and employees liability, per statutory requirements; (ii) Comprehensive General Liability insurance including contractual liability coverage with the following limits: Bodily injury (per person, per occurrence and in aggregate: US\$1,000,000); Property Damage (per accident and in aggregate: US\$1,000,000). Supplier will provide a certificate of insurance upon request. The Purchaser must maintain adequate insurance cover with a reputable insurer to cover any insurable Loss in respect of Products howsoever caused between the Delivery and the time that title in the Products passes to the Purchaser, and the Purchaser must produce certificates of currency relating to such insurance to Supplier upon request.

8 所有权保留

尽管已经交付或本销售合同条款中已有的各项内容，货物所有权将在供应商收到产品全款后转移给买方。买方付清全款前，供应商将一直保留对产品的所有权，无论该产品被并入另一产品还是由买方销售或转移给第三方，或成为另一产品或买方销售或转移给第三方的产品的组件。买方的销售行为须受到供应商对产品的所有权的限制，如果供应商要求，买方应将产品销售的所有收益支付给供应商。买方授予供应商在发生第 13 条列明的情况下或违反第 16 条规定的情况下进入买方住所的不可撤销的许可，该许可包括供应商根据自己的判断进入买方住所、以及收回和移走所有或任何买方未付款的产品。

8 RESERVATION OF TITLE

Notwithstanding delivery or anything contain in these terms and conditions, the title in the Products sold hereunder shall not pass to the Purchaser until receipt of payment in full by Supplier of the price for the Products sold to the Purchaser by Supplier hereunder. Supplier's title shall subsist notwithstanding such Products shall be incorporated in or become components or constituents of Products or that such Products or such other Products shall be sold or transferred to third parties by the Purchaser. Any such sale by the Purchaser shall be subject to Supplier's title in the Products and the Purchaser shall, if required by Supplier, account to Supplier for all the proceeds of sale attributable to such Products. The Purchaser grants to Supplier an irrevocable licence to enter the Purchaser's premises, exercisable upon the happening of any event listed in clause 13 or upon any breach of the provisions of clause 16, which licence to enter permits Supplier at its sole option, to enter the Purchaser's premises and repossess and remove all or any Products which has not been paid for.

9 安装

供应商将根据买方要求并在收取服务费后在买方住所安装产品。供应商对不是供应商实施的安装不承担保证责任，或对由此的错误安装造成的损失不承担责任。

9 INSTALLATION

Supplier shall install the Products in the premises of the Purchaser upon request by the Purchaser and subject to payment of the Services charges as imposed by Supplier. Supplier shall have no liability under the warranty or otherwise for losses sustained as a result of faulty installation not performed by Supplier.

10 不可抗力

不可抗力是指超出公司合理控制范围，或导致公司无法履行、延迟履行或以其他方式妨碍其履行合同义务的意外和破坏性事件，包括但不限于以下情形：

- (a) 政府行为、贸易制裁、封港、禁运、隔离、或其他强制交通措施。
- (b) 天灾、雷击、小行星、陨石、地震或其他地震引起的事件、洪水、干旱、风暴、太阳耀斑、暴风雨、泥石流、冲刷、爆炸、火灾或其他自然灾害。
- (c) 传染病、流行病、导致中断或延迟的传播较小的传染病（包括任何病媒传播疾病）。
- (d) 战争行为、公敌行为、恐怖主义、暴乱、叛乱、骚乱、内乱、动乱、恶意破坏和革命。
- (e) 互联网或电信故障、设备故障、电力故障、网络战、网络入侵和网络犯罪、网络间谍活动、计算机或网络破坏。
- (f) 第三方系统、基础设备、软件 and 应用程序故障。
- (g) 政府或公共当局采取的限制或禁止该方履行义务的任何法律或任何行动。

除付款义务外，任何一方对超出其合理控制范围内的原因导致的延迟履行或不履行不承担任何责任。

10 FORCE MAJEURE

Force Majeure refers to a circumstance which is beyond the reasonable control of the company, or an unexpected and disruptive event, which results in the company being unable, delayed or otherwise hindered in its ability to observe or perform an obligation under an agreement and such circumstances include, but are not limited to the following examples:

- (a) governmental actions, trade sanctions, blockades, embargoes, quarantines, or other imposed travel restrictions;
- (b) acts of God, lightning strikes, asteroids, meteorites, earthquakes and other seismic events, floods, droughts, storms, solar flares, tempests, mud slides, washaways, explosions, fires or any natural disasters;
- (c) epidemics and pandemics or a lesser spread of disease that causes interruption or delay (including any vector-borne disease);
- (d) acts of war, acts of public enemies, terrorism, riots, insurrections, civil commotions, disturbances or unrest, malicious damage, sabotage and revolution;
- (e) internet or telecommunication systems failures, equipment failures, electrical power failures, cyber warfare, cyber intrusion and cybercrime, cyber espionage, computer or cyber sabotage;
- (f) failures of third party systems, infrastructure, software and applications;
- (g) any law or any action taken by a government or public authority that restricts or prohibits performance of the party's obligations.

Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

11 付款

在产品交付日后 10 天内，供应商有权开具发票，买方必须在供应商发票开出之日起 30 天内向供应商支付全款，且不得扣减或抵消。

供应商可以收取，并且买方同意就逾期未付的金额按照每月 2% 或法律允许的最高利率中较低的标准，支付逾期之日起至供应商最终收到款项之日的利息。

11 PAYMENT

Within 10 days after the product delivery date, Supplier is entitled to issue the invoice, the Purchaser must pay the full amount of Supplier's invoice without deduction or set-off within 30 days of the date of Supplier's invoice.

Supplier may charge and the Purchaser agrees to pay interest on all amounts overdue at the rate of two percent (2%) per month or the highest interest rate permitted by law, whichever shall be the lower, from the date of default until the day on which the payment is received by Supplier.

12 取消

未经供应商书面同意（该同意不应不合理延迟），任何产品、第三方维护和服务的订单都不得被取消或修改。如供应商同意的，买方同意向供应商支付其承担的生产商、分销商和/或承运人的所有实际成本、费用。

12 CANCELLATION

No Order for Products, Third-Party Maintenance or Services may be cancelled or modified without Supplier's written consent (which consent shall not be unreasonably withheld or delayed). If Supplier consents, Purchaser agrees to pay all actual resulting costs, expenses and fees incurred by Supplier from the manufacturer, the distributor and/or shippers.

13 终止

一方有权终止合同，如果另一方：

- (a) 对本合同任一条款构成实质违约，并且在收到要求补救的书面通知后 20 天内没有补救；
- (b) 申请破产或自愿或强制清算，或其全部或部分资产被指定破产管理人；
- (c) 协商或与债权人达成和解协议；
- (d) 全部或部分资产被执行扣押。

13 TERMINATION

Either party shall have the right to terminate this contract if the other party:

- (a) Commits a material breach of any provision of this contract and fails to remedy that breach within twenty (20) days after notice in writing to do so;
- (b) Commits an act of bankruptcy or enters into voluntary or compulsory liquidation or suffers any receiver or manager to be appointed in respect of its assets or any portion thereof;
- (c) Negotiates or makes any agreement of composition amongst its creditors or
- (d) Has execution levied on its assets or any portion thereof.

14 产品退回

若发现产品缺陷，买方应于产品交付后 15 日内向供应商送达书面索赔通知。未经供应商事先书面同意并且获得供应商运输指令的，任何产品不得退回。运费、装船费和其它费用由买方承担。

14 RETURN OF PRODUCTS

The Purchaser is required to give Supplier written notice of any claim of defects no later than fifteen (15) days after the Delivery. No Products are to be returned without prior written authorization and shipping instructions first having been obtained from Supplier. Freight, boarding and other charges will be charged to the Purchaser's account.

15 保证

15.1 除本销售合同条款里另有约定外，供应商保证：

- (a) 所有条款、条件、保证、担保或陈述，无论明示的、暗示的、或以任何方式作出的，关于提供的产品或服务，或本合同条款，都应被排除或仅限于法律允许的范围内；并且
- (b) 供应商不是产品生产商。供应商特此授予买方有关产品保证方面的任何权利，并根据买方需要提供所有保证文件的复印件，并且供应商将协助买方自费条件下行使各项保证下的权利。**除本协议明示约定外，任何关于第三方产品的条件、质量、履行、适销性、耐用性或合目的性的保证、条件、担保或条款，无论明示、暗示、法定的或其它方式的，供应商都不承担责任，并且所有这些保证、条件、担保和条款都特此排除。**

15.2 买方保证、知道并同意其没有依赖任何供应商在这些条款里明示的陈述，或任何包括目录、清单、手册或公开材料等在内的供应商提供的关于提供产品或服务的文件材料里的说明和描述。《联合国国际货物销售合同公约》里关于提供产品和服务的部分，在此不适用。

15 WARRANTY

15.1 Subject to any Supplier Warranty and unless otherwise expressly provided in these Terms and Conditions:

- (a) All terms, conditions, warranties, undertakings or representations whether express, implied or otherwise relating in any way to Products or Services supplied or to these Terms and Conditions are excluded or limited to the fullest extent permissible by law; and
- (b) SUPPLIER is not the manufacturer of the Products. SUPPLIER hereby assigns to Purchaser any rights under any warranties in respect of the Products, copies of which will be supplied on request, and SUPPLIER will assist Purchaser at Purchaser's expense in enforcing Purchaser's rights under such warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NO WARRANTY, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AS TO THE CONDITION, QUALITY, PERFORMANCE, MERCHANTABILITY, DURABILITY OR FITNESS FOR PURPOSE OF ANY THIRD PARTY PRODUCT IS GIVEN OR ASSUMED BY SUPPLIER AND ALL SUCH WARRANTIES, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED.

15.2 The Purchaser warrants, acknowledges and agrees that it has not relied on any representation made by Supplier stated expressly in these Terms and Conditions or upon any descriptions or illustrations or specifications contained in any document of any nature, including any catalogue, list, brochure or publicity material, produced by Supplier or supplied to the Purchaser in relation to the supply of any Products or Services. To the extent that the United Nations Convention on Contracts for the international Sale of Goods would otherwise apply to the supply of any Products or Services it is agreed that such Convention does not apply.

16 责任限制

无论本合同其他条款有何约定，供应商就本合同条款履行中任何单个或一系列索赔要求承担的累计最大责任限额为买方之前 12 个月根据订单向供应商支付的所有费用。

供应商不对买方依据合同、侵权、衡平法、成文法（仅限于法律排除的责任）或其它主张的任何间接或偶然损失，机会损失，收入损失，利润或预期利润损失，合同损失，声誉损失，业务中断损失，数据和软件损失，或本合同条款导致的污染引起的责任承担责任。

16 LIMITATION OF LIABILITY

Supplier's maximum aggregate liability for any single or a number of claims whatsoever arising out of or in connection with the performance of these Terms and Conditions will be limited to an amount not exceeding the total fees and charges paid by the Purchaser to Supplier in the preceding twelve (12) month under the Order.

Supplier is not liable to the Purchaser in contract, in tort, in equity, by operation of statute (to the extent liability may be excluded by law) or otherwise for any kind of indirect or consequential loss or damage, loss of opportunity, loss of revenue, loss of profit or anticipated profit, loss of contracts, loss of goodwill, loss arising from business interruption, loss of data or software, or liability arising out of or in connection with pollution or contamination arising out of or in connection with this Terms and Conditions.

17 设计/知识产权

本合同条款不涉及知识产权的转移。买方无权变更或隐藏任何产品里的版权声明。任何软件都应符合许可条款中关于软件的规定。

17 DESIGN / INTELLECTUAL PROPERTY

No intellectual property rights will transfer under these Terms and Conditions. The Purchaser is not entitled to alter or obscure any copyright notice included with the Product. Any Software provided will be subject to the licence terms which accompany such software.

18 软件许可

所有软件许可条款都是买方和软件所有者或许可方之间直接建立的。交付的任何软件都适用许可条款。除非另有约定，供应商不是上述软件许可的一方，并且也不对该软件承担任何担保或表示。

18 SOFTWARE LICENSING

All software license terms are established directly between Purchaser and the owner or licensor of the software. Any software delivered hereunder is subject to the license terms provided with it. Unless otherwise specified, Supplier is not a party to any such software license and makes no warranty or representations related to the software.

19 出口限制

部分售出的产品由美国政府对供应商报价单下发区域的最终目的地进行许可，并且买方或任何第三方在未获得供应商事先书面同意的情况下不得出口该产品。从事产品、技术或技术数据出口、二次出口、进口的客户应遵守适用的法律和法规，并且应获得相关的进出口资格。

19 EXPORT CONTROL

Some of the Products sold hereunder are licensed by the United States Government for an ultimate destination within the territory this Supplier Quote is issued, and may not be exported by the Purchaser or any third party without prior written authorization of Supplier. Customer who exports, re-exports, or imports Products, technology, or technical data assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations.

20 协议完整性和履行

对本协议的任何修改需要由双方正式授权的代表共同签署并盖章方可生效。一方延迟或没有履行本协议约定或法律规定的任何权利或救济不构成放弃该权利或其它权利或救济，也不妨碍继续履行该权利或其它权利或救济。

20 COMPLETENESS AND PERFORMANCE OF AGREEMENT

No amendment to the agreement will be valid unless signed by duly authorized representatives of both parties and stamped. No failure or delay by a Party to exercise any right or remedy provided under this agreement or by law will constitute a waiver of that, or any other, right or remedy, nor will it prevent or restrict the further exercise of that, or any other, right or remedy.

21 协议可分割性

如果本协议里任何或全部条款侵犯了供应商报价单签发地的法律，其应被细读修改至与该法律不相抵触，否则将被视为无效并可分割，不影响其他条款的效力。

21 SEVERABILITY

If all or part of these Terms and Conditions infringes any law where this Supplier Quote is issued, it must be read down so that it does not infringe that law, otherwise it will be deemed void and severable.

22 转让和分包

买方只能在供应商事先书面同意的情况下才可以转让订单以及最终签订的合同中赋予的任何权利，供应商可以根据自身判断拒绝或同意。供应商可以授权分包商提供产品（或任何部件）或提供任何服务。供应商对授权分包商提供的产品和服务负责。

供应商有权将订单或订单下的任何权利义务转让给任何供应商的关联公司。

22 ASSIGNMENT AND SUBCONTRACTING

The Purchaser may only assign an order and any rights under the resulting contract with the prior written consent of Supplier, which Supplier may refuse or grant in its absolute discretion. Supplier may appoint sub-contractors to supply Products (or any part thereof) or to provide any part of the Services. Supplier remains liable for the delivery of Products or Services supplied by its authorized subcontractors.

Supplier may assign an Order or any of its rights and obligations hereunder to any related corporation of Supplier.

23 通知

本条款下任何通知需要用英语书就，并可以通过直接递交、预付费的邮寄或传真方式提交给对方最新的地址。

23 NOTICES

All notices to be given under these Terms and Conditions shall be in English and in writing and may be given to the other party by hand delivery, prepaid post or facsimile addressed to the other party at its last known address.

24 适用法律及争议解决

本条款下的订单和所有交易适用中国法律并依其解释。凡因本合同引起的或与本合同有关的任何争议，均应提交位于北京的中国国际经济贸易仲裁委员会，按照申请仲裁时该会现行有效的仲裁规则进行仲裁，仲裁裁决是终局的，对双方均有约束力。《联合国国际销售合同公约》不适用。双方仅可以在双方正式授权的代表签字并盖章的基础上通过书面形式修改、补充本合同条款。

24 GOVERNING LAW AND DISPUTE RESOLUTION

The Order and all transactions made under these terms and conditions will be governed by and interpreted in accordance with the laws of PRC. All disputes arising from or in connection with this contract shall be submitted to China International Economic and Trade Arbitration Commission for arbitration in Beijing in accordance with its rules of arbitration in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

The United Nations Convention on Contracts for the International Sale of Goods will not apply. The Parties may amend, modify, or supplement these terms and conditions only in writing signed by all the Parties duly authorized representatives of both Parties and stamped.

25 个人数据保护

供应商和分包商（如有）将遵守所有适用的数据保护的法律法规，并不会使买方违反相关法律法规。买方提供供应商接触个人数据通道的，供应商仅就完成订单任务使用必要的个人数据，或根据买方书面指示使用。供应商不会向供应商和买方，通过买方书面要求或根据法律要求同意的范围之外的第三方编辑或披露这些个人数据。

25 PERSONAL DATA PROTECTION

Supplier and its sub-contractors (if any) will comply with all applicable data protection laws and will not cause the Purchaser to be in breach of such laws. Where Supplier is provided with or given access to personal data by the Purchaser, Supplier will only use the personal data as strictly necessary to provide the Services and for the performance of its obligations under the Order; or as otherwise directed in writing by the Purchaser. Supplier will not process or disclose the personal data to a third party other than as agreed between Supplier and the Purchaser, on the Purchaser's specific written request, or as required by law.

26 反贿赂和贪污

供应商遵守并持续遵守所有适用的禁止贿赂政府官员和个人的本地法和国际法。这些法律包括但不限于美国《反海外腐败法》和英国《贿赂法案》。供应商已经实施合理的政策和方法来防止贿赂和贪污行为。

26 ANTI-BRIBERY AND CORRUPTION

Supplier complies and will continue to comply with all applicable local and international laws prohibiting the bribery of public officials and private persons. These laws include but are not limited to the US Foreign Corrupt Practices Act and UK Bribery Act. Supplier has put in place and implements reasonable policies and measures to prevent bribery and corruption.

27 第三方维护服务

本协议下供应商转售的第三方维护服务应符合第三方服务方定义的服务描述和服务条款。供应商不是该第三方提供的服务条款的一方，也不对第三方提供的服务负责。

27 THIRD PARTY MAINTENANCE

Third-Party Maintenance resold by Supplier hereunder is subject to the service description, terms and conditions identified by the applicable third party provider. Supplier is not a party to any such third party terms and conditions and is not responsible for delivery of the Third-Party Maintenance.

28 服务

销售和购买服务由适用于该服务的供应商额外条款（“供应商额外条款”）规定，该条款可以在供应商官网上或负责买方账户的客服代表处获取。如本协议与“供应商额外条款”不一致的，以“供应商额外条款”为准。《工作说明书》也是合同的补充和一部分。

《工作说明书》是双方就交易的细节和特殊之处进行的约定，包括但不限于交付标的、费用、工作范围、测试、标的、项目时间表和交易适用的任何特殊条款和要求。本销售条款（或“供应商额外条款”）与《工作说明书》不一致的，根据具体情况，本销售条款（或“供应商额外条款”）将优先适用。

28 SERVICES

Sale and purchase of Services will be governed by additional Supplier terms and conditions (“Additional Supplier Terms and Conditions”) applicable to such Services, which shall be available either on Supplier's portal or upon request to the client representative responsible for the Purchaser's account. In the event of conflict between these terms and conditions and the Additional Supplier Terms and Conditions, the Additional Supplier Terms and Conditions shall prevail and govern. A statement of work (“SOW”) will also supplement and form part of a contract. A SOW is an agreement between the Parties specifying the details of a particular transaction, including but not limited to deliverables, fees, scope of work, testing, objectives, and project timelines, as well as any special terms and conditions, requirements or considerations as applicable to the transaction. In the event of conflict between these terms and conditions (or the Additional Supplier Terms and Conditions) and the SOW, these terms and conditions (or the Additional Supplier Terms and Conditions, as the case may be) shall prevail and govern.