

RB STANDARD TERMS AND CONDITIONS OF PURCHASE (“CONDITIONS”)

利洁时标准采购条款和条件 (“条件”)

These Conditions apply to the purchase of the Output (as defined below) by RB. No other or different terms or conditions shall apply, however or wherever they may appear. Any attempt by You to propose or impose other or different terms or conditions, by way of counter-offer or otherwise, is hereby rejected by RB and its Affiliates and Your commencement of Services or shipment of Goods (whichever occurs first) shall constitute acknowledgement and acceptance of the Order and these Conditions and no other or different terms or conditions. In the event of any inconsistency between the provisions of these Conditions and any other signed written contract between You and RB with respect to the Output purchase, the latter shall prevail.

本条件适用于利洁时采购产品（定义见下文）。任何其他或不同的条款或条件（不论形式或出处）均不适用。利洁时及其关联方在此明确拒绝贵司通过反要约或者其他形式提出或者强加的任何其他或不同的条款或条件。贵司开始提供服务或者装运货物（以较早发生者为准）即视为贵司承认并接受本订单和本条件内容以及承认不存在其他或不同的条款或条件。如果本条件的规定和贵司与利洁时就产品提供已经签署的产品采购书面协议之间有任何不一致的，应以后者为准。

RB shall have the right to make changes to the Order (including changes to the quantity, specification and the Delivery Date, Delivery Location and Delivery Time, etc.) at any time prior to delivery of the Output at its sole discretion upon written notice to You.

在产品交付之前的任何时间，利洁时均有权经自行决定通过书面通知贵司而变更订单（包括变更数量、规格、交付日、交付地点、交付时间等）。

1. DEFINITIONS AND INTERPRETATION 定义和释义

1.1 In these Conditions, the following words have the following meanings: 在本条件中，以下术语具有如下含义：

"Applicable Law" means any applicable law or governmental regulation, statute, order, policy (including any requirement or notice of a regulatory body), compulsory guidance or industry code of practice, court order, ruling of tribunal, rule of court, directive, delegated or subordinate legislation and recognised international standards (including GMP) from time to time in force;

"适用法律"指任何不时有效且适用的法律、法规、规章、条例、命令、政策（包括监管机构的任何要求或通知）、强制性指南或行业准则、法院判令、法庭裁决、法院规则、指令、授权或附属立法以及公认的国际标准（包括GMP）；

"Contract" means these Conditions and the Order;

"合同"指本条件和订单；

"Country" means the country in which RB is located.

"所在国"指利洁时所位于的国家；

"Delivery Date" means the date for delivery stated in the Order;

"交付日"指订单中规定的交付日期；

"Delivery Location" means the location for delivery stated in the Order;

"交付地点"指订单中规定的交付地点；

"Delivery Time" means the time for delivery stated in the Order;

"交付时间"指订单中规定的交付时间；

"Goods" means the goods to be supplied by You to RB (including any part or parts of them), as set out in the Order;

"货物"指订单所列的贵司向利洁时供应的货物（包括其任何部分或部件）；

"Intellectual Property" means any patent, copyright (including without limitation moral rights and software), database right, design right, registered design, trademark or service mark (registered and unregistered), domain name, know-how, utility model, unregistered design or other industrial or intellectual property right subsisting in any part of the world and, where relevant, any application for protection or proprietorship of any such right;

"知识产权"指任何专利、著作权（包括但不限于人身权和软件）、数据库权、设计权、注册外观专利、商标或服务商标（包括已注册的和未注册的）、域名、专有技术、实用新型、未注册外观专利或其它存在于世界任何地方的工业或知识产权权利，以及对任何该等权利请求保护或所有权的申请（如相关）；

"Order" means the order issued by RB referring to these Conditions;

"订单"指利洁时下达的援引本条件的订单；

"Output" means the Goods and / or Services as is relevant;

"产品"指相关的货物和/或服务；

"Parties" means both You and RB (and **"Party"** shall mean either of the Parties as the context requires);

"双方"指贵司和利洁时（在上文需要时，**"一方"**指双方中的任何一方）；

"Person" means any individual, entity, partnership, limited partnership, limited liability partnership, firm, trust, body corporate, company, corporation, joint venture, government, governmental body, agency or instrumentality, unincorporated body of persons or association;

"主体"指任何个人、实体、合伙、有限合伙、有限责任公司、商行、信托、法人团体、公司、法人、合资企业、政府、政府机关、代理或机

构、非法人团体或协会；

"Price" means the price of the Output;

"价格"指产品价格；

"Public Recall" has the meaning given in Clause 10.2;

"公开召回"具有第10.2条规定的含义；

"RB" means the member of the Reckitt Benckiser Group Plc group of companies which has placed the Order;

"利洁时"指发出订单的利洁时集团公司成员；

"RB Affiliates" means any other member of the Reckitt Benckiser Group Plc group of companies from time to time;

"利洁时关联方"指利洁时集团公司不时的任何其他成员；

"RB Materials" means any equipment, tools, drawings, specifications, data, dies, gauges, models, moulds, work or other materials provided to You (or directly paid for) by or on behalf of RB or any RB Affiliate;

"利洁时材料"指利洁时或任何利洁时关联方向贵司提供的或者代表利洁时或任何利洁时关联方向贵司提供的，或利洁时或任何利洁时关联方直接付款的任何设备、工具、图纸、规格、数据、模具、仪表、模型、铸模、产品或其它材料；

"Services" means the services to be supplied by You to RB (including any part performance) as set out in the Order;

"服务"指订单中规定的贵司拟向利洁时提供的服务（包括任何部分履行）；

"Technical Agreement" means any technical or quality agreements specifying by You (or Your Affiliate) and RB (or RB Affiliates) specifying technical and quality responsibilities in respect of the Output entered into prior to the date of the Order.

"技术协议"指贵司（或贵司关联方）与利洁时（或利洁时关联方）在订单日之前签署的明确产品的技术和质量责任的任何技术或质量协议；

"Working Day" means a day which is not a Saturday, Sunday or Bank or Public Holiday in the Country;

"工作日"指除了周六、周日或所在国的银行或公共假日之外的任何一天；

"You", "Your", "Yourself" means the Person(s) receiving the Order.

"贵司"指接收订单的主体。

2. DELIVERY 交付

2.1 **Delivery Times:** Output shall be delivered to the Delivery Location on the Delivery Date and, where a Delivery Time is given, at the Delivery Time. Time for delivery of the Output shall be of the essence.

交付时间: 贵司应于交付日和交付时间（如有）将产品交付至交付地点。产品交付的时间至关重要。

2.2 **Your Delivery Assurances to RB:** If You have any reason to believe You will be unable to fulfil a Delivery Date or Delivery Time then You will give RB as much notice as possible and will seek to agree a new Delivery Date or Delivery Time with RB on a priority basis. In the event that a new Delivery Date or Delivery Time cannot be agreed between the Parties, this shall be considered a failure to deliver and Clause 2.4 will apply.

贵司对利洁时的交付保证: 如贵司有任何理由认为贵司将无法遵守任何交付日或交付时间，贵司应尽快通知利洁时，并优先与利洁时协商以达成一个新的交付日或交付时间。如果双方无法就新的交付日或交付时间达成一致，应视为交付失败，并适用第2.4条。

2.3 **Forecasts:** All quantities or forecasts of RB requirements for the Output are purely indicative and RB will have no liability if the actual Order placed with You does not meet such quantities or forecasts. Any discrepancy between the actual Orders and forecasts shall not be construed as an Order change.

预测: 利洁时的所有产品需求数量或预测均仅是指示性的，如向贵司发出的实际订单未能满足该等数量或预测，利洁时将不承担任何责任。实际订单与预测之间的任何不一致不应视为订单修改。

2.4 **Failure to Deliver:** If the whole or any part of the Output are not delivered to the Delivery Location on the Delivery Date at the Delivery Time (where given), then, without prejudice to any other rights which RB may have, RB reserves the right to:

交付失败: 如果全部或者任何部分产品未能于交付日在交付时间（如有）被交付至交付地点，那么在不影响利洁时可能享有的任何其他权利的前提下，利洁时保留实施如下行为的权利：

- terminate the Contract in whole or in part; 全部或部分解除合同；
- refuse any subsequent delivery which You attempt to make; 拒绝贵司做出的任何后续交付；
- recover from You any expenditure reasonably incurred by RB in obtaining substitution from another supplier; and 向贵司追偿利洁时从其他供应商处取得替代品而产生的任何合理费用；以及
- claim damages for any additional costs, loss or expenses incurred by RB which are in any way attributable to Your failure to deliver the Output on the Delivery Date to the Delivery Location at the Delivery Time, where given.

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向贵司要求损害赔偿, 包括利洁时在任何方面因贵司未能于交付日在交付时间(如有)将产品交付至交付地点而遭受的任何额外成本、损失或费用。

2.5 Unloading: Unless otherwise set out in the Order, all Goods ordered shall be transported and delivered by You, carriage paid to the Delivery Location. You shall, at Your own cost, off-load Goods as directed by RB and in accordance with the RB health and safety policy. You will provide at Your expense appropriately trained manual labourers to ensure safe unloading of the Goods.

卸货: 除非订单中另有规定, 所有订购货物应由贵司负责运输和交付, 运费付至交付地点。贵司应自费根据利洁时指示和利洁时的健康和安政策负责卸货。贵司应自费提供经适当培训的工人以确保货物的安全卸货。

2.6 Your Outer Packaging: All Goods shall be packed and shipped in accordance with instructions or specifications contained in the Order or as otherwise communicated by RB or an RB Affiliate. In the absence of any such instructions, You shall comply with best commercial practices to ensure safe arrival at the Delivery Location. You shall pack all Goods properly and securely and so as to protect against damage and deterioration so that they reach their destination in an undamaged condition. If You require RB to return any packaging material and/or pallets this must be clearly stated on the applicable delivery note delivered to RB and any such packaging material and pallets will only be returned to You at Your sole cost and risk.

贵司的外包装: 所有货物应根据订单中规定的或利洁时或利洁时关联方另行通知的指示或规格包装和运输。如没有任何该等指示, 贵司应遵守最佳商业惯例以确保货物安全抵达交付地点。贵司应当并安全地包装所有货物, 以保护货物免受损坏和变质, 从而确保货物完好无损地抵达目的地。如贵司需要利洁时返还任何包装材料和/或托盘, 贵司应在向利洁时提交的相关送货单上清楚列明, 并且返还任何该等包装材料和托盘的费用和风险应由贵司全权负责和承担。

2.7 Delivery Note: Where the Contract relates to the supply of any Goods, You shall ensure that each delivery is accompanied by a delivery note which details: the Order number, date of Order, number of packages and contents, number of pallets and, in the case of part delivery, the outstanding balance remaining to be delivered.

送货单: 如果合同涉及任何货物供应, 贵司应确保每一次交付都附带一份送货单, 送货单应详细列明如下事项: 订单号、订单日期、包装和件的数量、托盘数量以及在部分交付的情形下, 剩余未交付货物数量。

2.8 Delivery by Instalments: Where RB agrees, at RB's absolute discretion, to accept delivery by instalments, the Contract will be construed as a single contract in respect of each instalment. Nevertheless, failure by You to deliver any one instalment shall entitle RB to treat the whole Contract as repudiated and RB shall be entitled to each of the remedies at Clause 2.4 without prejudice to any and all other rights and remedies available to RB under the Contract and at law.

分批交付: 如利洁时经其自行决定, 同意接受分批交付, 本合同对于每一批次都应视为一个单独的合同。尽管如此, 如贵司未能交付任何一批产品, 利洁时应有权拒绝整个合同, 并且在不影响利洁时根据合同和法律所享有的任何和全部其他权利和救济的前提下, 利洁时有权采取第2.4条规定的任何救济措施。

2.9 Inspection: The Output under this Contract is or are subject to RB inspection and acceptance. Signature on behalf of RB of a delivery note or other document presented for signature on delivery of the Goods is not evidence that the correct quantity or number or quality of Goods have been delivered, or that the Services have been performed to an accepted standard, or that the Output otherwise meet the requirements of the Contract. Payment for Output shall not constitute acceptance. Goods and Services shall only be deemed accepted when they have actually been counted, inspected, and tested (as applicable) by RB and found to be in conformance with the Contract or, within a reasonable time after any latent defect in the Goods has become apparent to RB.

检验: 本合同项下的产品应经过利洁时检验和接受。利洁时的代表签署送货单或在货物交付时提交签字的其他文件上签字不得视为贵司已经交付了正确数量和质量的货物, 或已经提供了达到接受标准的服务, 或产品在其他方面满足合同要求。支付产品价款不构成接受。货物和服务应仅在利洁时实际清点数量、检验和测试(如适用)并且认为符合合同, 或在任何货物的潜在缺陷对于利洁时而言显而易见后的合理时间内方可视为被接受。

2.10 RB Right to Reject: Without prejudice to any and all other rights under the Contract and at law, RB shall have the right to reject or revoke acceptance of, pursuant to the terms of any legislative or contractual rights or otherwise, any Output which is defective or which does not comply with the provisions of the Contract. Output rejected may, in addition to RB other rights, be returned to You at Your expense, including all expenses of unpacking, examining, repacking and reshipping. If RB receives Output with defects or nonconformities, whether or not apparent on inspection, RB reserves the right to require re-performance or a refund or replacement, as well as transportation costs and payment of damages, without prejudice to all other remedies available to RB under this Contract or at law. Nothing contained in this Contract shall relieve You from Your obligations of testing, inspection and quality control.

利洁时的拒收权: 在不影响利洁时在合同和法律项下的任何和全部其他权利的前提下, 利洁时有权根据任何法定或合同权利或其他权利拒收任何有缺陷的或不符合合同约定的产品, 或撤回对任何该等产品的接受。

在利洁时所享有的其他权利之外, 利洁时可以拒收的产品退还给贵司, 所产生的费用(包括拆箱、检验、再次包装和再次运输相关的所有费用)应由贵司承担。如果利洁时收到存在瑕疵或者不符的产品, 无论该等瑕疵或不符在检验过程中是否明显, 在不影响利洁时根据合同或法律享有的所有其他救济的前提下, 利洁时保留要求贵司重新履行或退款或换货以及要求贵司支付运输费用和损害赔偿的权利。本合同中的任何条款均不解除贵司在检测、检验和质量控制方面的义务。

2.11 Delivery of Output Not Requested in an Order: In the event that Output actually delivered do or does not correspond to those requested in the Order (such as delivery of incorrect Goods or additional Goods or additional Services), RB shall not be bound to pay for the additional or incorrect Output and any additional or incorrect Output will be and will remain at Your risk and will be returnable at Your expense.

交付订单外产品: 如果实际交付的产品与订单中规定的产品不符(例如交付错误的货物或额外的货物或服务), 利洁时无义务就额外或错误产品支付价款, 任何额外或错误产品的风险应始终由贵司承担, 并且利洁时有权退还该等产品, 所产生的费用应由贵司承担。

2.12 Expiry Dates: Where the Contract relates to the supply of Goods and such Goods include an "Expiry Date", You warrant and represent that the amount of time remaining from delivery of the Goods until the end of the Expiry Date will comply with all Applicable Law and will be sufficient to give RB a reasonable opportunity to use the Goods for any particular purpose expressly or impliedly made known to You by RB or for any reasonable purpose. You further warrant and represent that for the period up to and including the final day of expiry of the Expiry Date, the Goods shall comply fully with the requirements of this Contract and with all Applicable Law relating to the manufacture and supply of such Goods as in force from time to time.

有效期: 如果合同涉及货物供应并且该等货物存在“有效期”, 贵司陈述并保证从货物交付到其有效期届满之间剩余的时间应符合所有适用法律并且应足以使利洁时有合理机会将货物用于利洁时向贵司明示或暗示的任何特定用途或用于任何合理用途。贵司进一步陈述并保证在有效期届满之前(包括有效期的最后一天), 货物应完全符合合同要求以及与该等货物的生产和供应有关的所有适用法律。

2.13 RB Packaging, Labelling and Trade Marks:
利洁时的包装、标签和商标

a) You shall comply with RB's reasonable instructions, including as to the marking of Goods, but in any event You shall be responsible for compliance with all Applicable Laws concerning the manufacture, marking/labelling, packaging, packing, import, supply, carriage and delivery of the Goods (including those relating to hazardous Goods). You shall provide such evidence and confirmation of compliance and You will co-operate with and assist RB as is necessary or as RB requests to enable RB to comply with any such legal or regulatory obligations applicable to it;

贵司应遵守利洁时的合理指示(包括对货物标识的指示), 但是在任何情况下贵司应负责遵守与货物(包括危险货物)生产、标识/标签、包装、打包、进口、供应、运输和交付有关的所有适用法律。贵司应提供符合上述规定的证据和确认, 如必要或者经利洁时要求, 贵司应与利洁时合作并向利洁时提供协助, 以使利洁时符合任何对利洁时适用的该等法律或法规义务。

b) if any Output are rejected or not purchased by RB which utilise RB name, trademarks, trade names, insignia, symbols, or decorative designs, You agree to remove and destroy at Your cost in accordance with RB's instructions the same prior to any sale, use or disposition thereof to a third party. You shall not have the right to use the name, trademarks, or trade names of RB, unless and strictly to the extent prior written approval has been obtained, and You acknowledge that all trademarks, service marks, and trade names of RB are the sole property of RB. You warrant that You will take no action which might derogate from RB rights in, or the goodwill associated with, such marks and names; and

如任何使用了利洁时的名称、商标、商号、标志、符号或装潢设计的产品被利洁时拒收或利洁时不予采购, 贵司同意在向第三方进行任何销售、使用或处置该等产品之前自行承担费用根据利洁时的指示去除并销毁前述利洁时的名称、商标、商号、标志、符号或装潢设计。除非取得利洁时事先书面批准并且严格按照批准范围, 贵司无权使用利洁时的名称、商标或商号, 并且贵司确认利洁时的所有商标、服务商标和商号均是利洁时的专有财产。贵司保证贵司将不会采取可能损害利洁时在该等商标和名称上的权利或可能损害利洁时与该等商标和名称有关的商誉的任何行为。

c) You shall ensure that all bar codes printed on the outer cases of Goods observe the EAN UCC specifications relevant to the Country. 贵司应保证货物外盒上印刷的所有条码符合与所在国相关的EAN UCC规范。

2.14 Import and Customs: Where You source any Goods for a Contract from outside the Country, RB shall have the option of being the Importer of Record. In such case, You shall furnish RB with a digital tax receipt issued in accordance with the Applicable Laws, or an invoice which shall fulfil the requirements of the Applicable Laws in Your incorporation and/or organization country, along with all the documentation that may be required by RB in order to carry out the importation of the Goods (e.g. certificate of origin).

进口和海关: 如果贵司系从所在国之外取得任一合同项下的任何货物, 利洁时有权选择作为进口商。在此情形下, 贵司应向利洁时提供一份依

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据适用法律开具的电子税收收据或者一份满足贵司成立国和/或组成国的适用法律要求的发票, 以及利洁时进口货物可能需要的所有文件(例如: 原产地证明)。

须详细列明每一项产品以及运输费用, 包括外国国内运费和保险以及税收(如适用)。

2.15 All Goods, unless specifically exempted, shall be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) will permit, with the country of manufacture of the Goods. You agree to comply with all Applicable Laws relating to the manufacture of the Goods and the import and supply of the Goods into or in (i) the country where the Goods are to be delivered under this Contract and (ii) any country to or in which RB has notified You that RB intends to import or supply the Goods. You agree to hold harmless and indemnify RB, its directors, officers and employees against all losses, claims, penalties, fines, judgments, liabilities and expenses which any of them may pay or incur arising out of any breach or non-compliance by you with this Clause 2.15, or from any other acts or omissions by you (or your representatives) in relation to the supply, import or export of the Goods, including but not limited to all representations made by You with respect to documentation or other customs or governmental requirements with regard to entry requirements, classification, valuation, preferential treatment, duty drawback or trade terms. From time to time, RB may require You to furnish information and records relating to Your compliance with various laws and regulations. For this purpose, You shall retain records for a minimum of three (3) years after termination of the Contract or for as long as is required by Applicable Laws in any relevant jurisdiction, including (i) the country where the Goods are to be delivered under this Contract and (ii) any country to or in which RB has notified You that RB intends to import or supply the Goods.

除非明确豁免, 所有货物均应在物品(或容器)性质允许的情况下于显眼位置清晰、牢固、持久地标注货物的生产国。贵司同意遵守与货物生产相关的, 以及与向(i)本合同约定的货物交付的国家和(ii)利洁时已经通知贵司利洁时拟向其进口或供应货物的任何国家进口和供应货物有关的所有适用法律。贵司同意赔偿利洁时、其董事、管理人员和员工因贵司对本第2.15条的任何违反或不符, 或因贵司(或贵司代表)从事的与货物供应、进口或出口相关的任何其他行为或疏忽(包括但不限于贵司对文件或关于入境要求、分类、评估、优惠待遇、退税或贸易条件的其他海关或政府要求所作的陈述)而可能需要支付的或产生的所有损失、索赔、处罚、罚款、判决、责任和费用, 并使该等主体免受损害。利洁时可能不时要求贵司提供关于贵司遵守各种法律和法规的信息和记录。为此目的, 贵司应在合同终止后至少三(3)年或在相关司法管辖区(包括(i)本合同约定的货物交付的国家和(ii)利洁时已经通知贵司利洁时拟向其进口或供应货物的任何国家)适用法律要求的更长时间内保留记录。

3. PASSING OF RISK AND LEGAL TITLE FOR PURCHASE OF GOODS 采购货物的风险和所有权转移

3.1 The Goods shall remain at Your risk until delivery to RB is completed in accordance with the Contract, upon which risk and full legal and beneficial ownership of the Goods shall pass to RB with full title guarantee and without any encumbrances or charges. Further, title to all work, whether completed or in the course of construction and all materials on account of which payment has been made by RB, shall be vested in RB from the date of such payment.

贵司应承担货物的风险直至按照合同约定将货物交付至利洁时, 货物交付完成后, 其风险和所有权应转移至利洁时(货物应有完全的所有权保障且不存在任何权益负担或抵押)。此外, 利洁时已经付款的所有工作(无论已经完成还是在施工过程中)和所有材料的所有权应从付款日起转移至利洁时。

4. PRICE 价格

4.1 **Price:** The Price is the price stated in the Order.

价格: 价格是指订单中规定的价格。

4.2 **Price Includes and Excludes:** Unless otherwise stated in the Order, the Price shall include all costs and charges in relation to taxes and charges (including value added tax or replacement tax), packaging, labelling, commissions, insurance, import or export duties, storage, crating, transportation, express handling, travel, delivery and Output supply.

价格包含内容: 除非订单另有规定, 价格应包含所有税费(包括增值税或替代税收)、包装费、标签费、佣金、保险费、进出口税费、存储费、装箱费、运输费用、快递处理费用、差旅费用和与交付和产品供应有关的所有其他成本和费用。

4.3 **Set-Off:** Without prejudice to any other right or remedy RB may have under the Contract or at law, RB shall have the right to deduct from any monies due or becoming due to You under or arising from the Contract, any monies owed to or claimed by RB from You whether under or arising from the Contract or otherwise.

抵消: 在不影响利洁时根据合同或法律可能享有的任何其他权利或救济的前提下, 利洁时应有权利从其在本合同项下或因本合同产生的应向贵司支付的款项中扣除贵司欠利洁时的款项或利洁时向贵司索赔的款项(无论该等款项是否为合同项下的款项或是否因本合同或其他原因产生)。

5. HOW AND WHEN YOU ARE PAID 支付方式和支付时间

5.1 **Invoice Criteria:** You shall issue formal invoices to RB in accordance with Applicable Law. The invoice must itemise the Output by line item and transportation charges, including foreign inland freight and insurance and taxes separately, if applicable.

发票要求: 贵司应向利洁时开具符合适用法律要求的正规发票, 发票必

5.2 **RB Payment Obligations:** You shall invoice RB upon, but separately from, delivery of the Goods or completion of the Services. Subject to Clause 5.4, RB will pay You for the Output on or before the first Working Day after the end of the month in which falls the 180th day after receipt of a correct invoice which complies with the requirements of Clause 5.1. **利洁时的支付义务:** 贵司应就每一次交付的货物和完成的服务向利洁时开具发票。受限于第5.4条, 利洁时将在收到符合第5.1条要求的正确的发票后第180天所在月份结束之后的第一个工作日或之前向贵司支付产品价款。

5.3 **Payment Mechanisms:** All payments shall be in the currency of the Country unless otherwise agreed in the Order or in writing. You will issue a receipt for all payments received by cheque or BACS/CHAPS/credit transfer.

支付方式: 除非订单另有规定或者双方另行书面约定, 所有付款应使用所在国币种(即人民币)。贵司应在收到通过支票或BACS/CHAPS或信用转账支付的款项后出具收据。

5.4 **Withholding in Respect of Discrepancies:** If in the opinion of RB, any invoice is incorrect or does not comply with Clause 5.1, RB shall inform You and payment shall not be due to You for the sum set out in such invoice unless and until a correct invoice has been submitted to RB and then payment shall be due on or before the first Working Day after the end of the month in which falls the ninetieth day from date of such corrected invoice.

发票不符时的拒付: 如果利洁时认为任何发票不正确或不符合第5.1条, 利洁时将通知贵司; 除非并且直到贵司向利洁时提供正确发票, 前述错误发票项下的款项不构成到期应付款项; 在贵司提供正确发票后, 该等款项应在正确发票日期的第九十天所在月份结束之后的第一个工作日或之前到期。

5.5 **Invoice in a timely manner:** If You do not issue an invoice to RB for any amount(s) owing under or in connection with this Contract within 12 (twelve) months of the date of the first right to invoice arising, You hereby waive Your right to demand, collect or enforce payment of any such amount(s).

及时开具发票: 如贵司在有权开具发票的第一天起的十二(12)个月内未就本合同项下或与本合同相关的任何欠款向利洁时开具发票, 则贵司在此放弃贵司要求、收取或强制执行任何该等付款的权利。

6. WARRANTIES AND PERFORMANCE 保证和履行

6.1 **Your Conformance with RB Requirements:** You represent and warrant to provide all labour, materials, tools, equipment, personnel, supervision, and facilities necessary to provide the Output, in strict accordance with the terms of this Contract.

贵司遵守利洁时要求: 贵司陈述并保证将严格按照本合同约定提供供应产品所需的所有劳动、材料、工具、设备、人员、监督和设施。

6.2 **Warranties for Your Goods:** You represent and warrant that all Goods shall be:

对贵司货物的保证: 贵司陈述并保证所有货物应:

a) wholly new and compliant with any specification, documents, processes, manuals and Technical Agreements agreed between the Parties from time to time in association with the Goods;

是全新的, 且符合双方不时达成的与货物有关的任何规格、文件、流程、说明书和技术协议;

b) of the best available design;

采用最好的可用设计;

c) of the best quality, material and workmanship;

具备最好的质量、材料和工艺;

d) fit for any particular purpose expressly or impliedly made known to You by RB;

满足利洁时向贵司明示或暗示的任何特定用途;

e) free from defects in material and workmanship; and

在材料和工艺方面不存在缺陷; 以及

f) free from any adulteration and not contain any foreign matter. 不存在掺假, 不含任何杂质。

6.3 **Warranties for Your Services:** You represent and warrant that all Services shall be:

对贵司服务的保证: 贵司陈述并保证所有服务应:

a) compliant with any specification, documents, processes, manuals and Technical Agreements agreed between the Parties from time to time in association with the Services;

符合双方不时达成的与服务有关的任何规格、文件、流程、说明书和技术协议;

b) performed by qualified persons utilising, if applicable, RB components or components of equal quality;

由合格主体使用利洁时部件或同等质量部件(如适用)履行;

c) provided in co-operation with RB and shall comply with all instructions of RB and that the deliverables shall be fit for any purpose expressly or impliedly made known to You by RB; 与利洁时合作提供, 并应符合利洁时的所有指示, 交付成果应满足利洁时向贵司明示或暗示的任何用途;

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- d) performed with the best care, skill and diligence in accordance with the best practice in Your industry;
根据贵司所在行业的最佳实践以最高的谨慎、技术和注意程度履行;
- e) performed using the best quality goods, materials, standards and techniques, and You shall ensure that the deliverables, and all goods and materials supplied and used in the Services or transferred to RB, will be free from defects in workmanship, installation and design; and
使用最高质量物品、材料、标准和技术履行, 并且贵司应保证交付成果以及在服务中供应和使用的或转移给利洁时的所有物品和材料在工艺、安装和设计方面没有瑕疵; 以及
- f) of the best quality, material and workmanship.
具备最高质量、材料和工艺。
- 6.4 **Compliance With Applicable Law:** You warrant and represent that all Output supplied pursuant to the Contract will have been performed, produced and supplied in compliance with all Applicable Laws in respect of the countries of manufacture, of supply, and of intended use of the Output. You shall indemnify RB against any liability caused by any non-compliance with this provision.
符合适用法律: 贵司陈述并保证所有根据合同供应的产品均根据产品生产、供应和拟使用国家的所有适用法律履行、生产和供应。贵司应赔偿利洁时因贵司不符合本条约定而造成的任何责任。
- 6.5 **Licences and Consents:** You shall ensure, and You warrant and represent that, at all times, You have and maintain all the licences, permissions, authorisations, consents and permits that You need to carry out Your obligations under the Contract.
许可和同意: 贵司应确保并且贵司陈述并保证贵司应始终持有并维持贵司履行合同义务所需的所有许可、批准、授权、同意和准许。
- 6.6 **Services Performance:** You represent and warrant that, in providing any Services, You shall:
服务履行: 贵司陈述并保证在提供任何服务过程中, 贵司应:
- a) observe all health and safety rules and regulations and any other security requirements that apply at any of RB's premises; and
遵守所有健康和安全规程和法规以及任何利洁时经营场所适用的任何其他安全要求; 以及
- b) not do or omit to do anything which may cause RB to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business and You acknowledge that RB may rely or act on the Services.
如果实施任何行为或疏于实施任何行为可能导致利洁时丧失其赖以从事业务的任何许可、授权、同意或批准, 则不得实施或疏于实施该等行为, 贵司确认利洁时可以依赖服务或按照服务行事。
7. **INTELLECTUAL PROPERTY RIGHTS**
知识产权权利
- 7.1 **Intellectual Property in Output:** Any Intellectual Property created by You in the performance of the Contract (“Arising Intellectual Property”) shall, upon its creation, vest in RB. To the extent that RB requires a licence to Your Intellectual Property in order to make use of Arising Intellectual Property and the Output, you grant to RB an irrevocable, worldwide, transferable, sublicensable royalty-free right to use Your Intellectual Property for that purpose.
产品上的知识产权: 贵司在履行过程中创设的任何知识产权 (“派生知识产权”) 应自其创设时即属于利洁时。在利洁时使用派生知识产权和产品需要贵司知识产权授权的范围内, 贵司同意授予利洁时一项不可撤销的、全世界范围的、可转让的、可转授权的、免费的为前述目的使用贵司知识产权的权利。
- 7.2 **RB Intellectual Property:** Nothing in this Contract shall be deemed to have given You a licence or any other right to use any of RB Intellectual Property save that RB grants You a revocable-at-will, non-exclusive, royalty-free, worldwide license to use RB and RB Affiliates' Intellectual Property Rights to the limited extent necessary to perform the Contract. You shall not take any action which denigrates RB trademarks or in any way devalues the goodwill associated with RB (including without limitation, altering RB trade marks in any way or using on goods similar to the Goods any marks similar to those associated with the Goods).
利洁时知识产权: 利洁时授予贵司一项可任意撤销的、非排他的、免费的、全世界范围的、在为履行合同而必要的有限范围内使用利洁时和利洁时关联方的知识产权权利的授权, 除此以外, 本合同任何内容均不得被视为授予贵司使用任何利洁时知识产权的授权或任何其他权利。贵司不得实施损害利洁时商标或以任何方式贬低利洁时相关商誉的任何行为 (包括但不限于以任何方式更改利洁时商标或在货物类似物品上使用与货物有关标志相似的任何标志)。
- 7.3 **Intellectual Property Warranty:** In respect of the Output, You warrant that You have full clear and unencumbered title to all such items, and that at the date of delivery of such items to RB, You will have full and unrestricted rights to sell and transfer all such items to RB.
知识产权保证: 贵司保证贵司对所有产品享有完全清晰的并且没有任何权益负担的所有权, 并且在向利洁时交付产品之日, 贵司享有向利洁时销售并转让所有该等产品的完全的、不受限制的权利。
- 7.4 **Moral Rights:** You shall obtain waivers of all moral rights in the products of the Services to which any individual is now or may be at any future time entitled under any provisions of law in any jurisdiction.
人身权: 如果任何个人根据任何司法管辖区的任何法律规定目前或者在
- 将来的任何时间可能对服务成果享有人身权, 贵司应取得对所有该等人身权的弃权。
- 7.5 **Further Acts:** You shall, promptly at RB's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as RB may from time to time require for the purpose of securing for RB the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property that vests in RB in accordance with Clause 7.1.
进一步行动: 经利洁时要求, 贵司应立即采取 (或促使采取) 利洁时可能不时要求的所有进一步行动和事宜以及签署所需的所有其他文件, 以确保利洁时取得合同项下的所有利益 (包括利洁时根据第7.1条所享有的知识产权的所有权利、所有权和利益)。
8. **RB MATERIALS**
利洁时材料
- 8.1 **Ownership and Safeguarding:** All RB Materials shall be and remain the sole property of RB. Further, title to all work, whether completed or in the course of construction and to all materials on account of which any payment has been made by RB, shall be vested in RB (“Work Product”). You shall:
所有权和安全措施: 所有利洁时材料应为利洁时专有财产。此外, 利洁时已经付款的所有工作 (无论已经完成还是在施工过程中) 和所有材料的所有权应属于利洁时 (“工作成果”)。贵司应:
- a) safeguard all RB Materials and Work Product while it is in Your custody or control and be liable for any loss or damage thereto; in
在贵司保管或控制利洁时材料和工作成果期间, 保证所有利洁时材料和在工作成果的安全并且对任何该等材料和工作成果的损失或损坏负责;
- b) at RB option, procure adequate insurance therefore;
经利洁时选择, 为利洁时材料和工作成果购买充足的保险;
- c) use it only for RB orders; and
仅为利洁时订单之目的使用利洁时材料和工作成果; 以及
- d) return it to RB upon request.
如利洁时要求, 向利洁时返还利洁时材料和工作成果。
- 8.2 Any RB Materials and Work Product, whether furnished or ordered by RB, and which may be in an unfinished state, may be removed from Your premises or the premises of subcontractors upon request without further action or bond. In the event that RB removes RB Materials and Work Product that is not finished, RB will pay You a percentage of the Price that corresponds to the percentage of completion.
经要求, 利洁时可以从贵司经营场所或分包商经营场所移走任何利洁时材料和工作成果 (无论是否由利洁时提供或订购, 亦可能尚处于未完成状态), 而无需进一步行动或约定。如果利洁时移走尚未完成的利洁时材料和工作成果, 利洁时将向贵司支付已完成部分所对应比例的价格。
- 8.3 **Liens:** You represent and warrant that You shall keep all RB Materials and Work Product upon which You work free from all liens and/or charges during the performance of Services, and shall immediately notify RB of any and all liens, claims or other similar charges asserted by those furnishing labour, material, services or equipment in connection therewith, and shall promptly pay all undisputed claims and all undisputed portions of disputed claims. You agree to waive and hereby do waive any lien You may have in regard to such RB Materials and Work Product and ensure that subcontractors do the same. You authorise RB to withhold from any payments due to You hereunder amounts equal to the amounts of all outstanding claims. You shall present to RB releases and lien waivers from all such subcontractors, material suppliers and other claimants prior to final payment by RB. If any stop notices, liens, attachments or levies are filed in connection with the work or any portion thereof, then in addition to any amounts withheld hereunder, You authorise RB to withhold from any payments due to You, under this or any other contract, amounts equal to 125% of the amounts of such stop notices, liens, attachments or levies. RB shall have the right to pay any such funds withheld in order to satisfy, discharge and/or release claims or liens or other encumbrance, and any such payments shall be deemed payments of such amounts to You.
留置: 贵司陈述并保证贵司应使得贵司工作所使用的所有利洁时材料和工作成果在服务履行过程中免于所有留置和/或抵押和/或其他权益负担, 并且如果贵司提供的、与利洁时材料和工作成果有关的劳动、材料、服务或设备上存在任何留置、索赔、抵押或其他权益负担, 贵司应立即通知利洁时, 并应立即支付所有无争议索赔和有争议索赔中的所有无争议部分。贵司同意放弃并在此明确放弃贵司对于该等利洁时材料和工作成果可能享有的留置权并确保分包商也作出该等弃权。贵司授权利洁时从根据本合同应向贵司支付的任何到期款项中扣留相当于所有未决索赔的金额。贵司应在利洁时最终付款前向利洁时提供该等分包商、材料供应商和其他索赔人的豁免和留置权弃权证明。如果工作或其任何部分被提起任何止付通知、留置、扣押或征税, 那么除了根据本合同条款扣留的任何金额, 贵司授权利洁时从任何根据本合同或其他合同应向贵司支付的到期款项中扣留等于该等止付通知、留置、扣押财产或征税金额的125%的金额。利洁时应有权支付任何该等扣留的金额以满足、免除和/或摆脱索赔或留置或其他权益负担, 任何该等支付应视为向贵司支付了该等款项。
9. **BREACH AND YOUR INDEMNITY TO RB**
违约及贵司对利洁时的赔偿
- 9.1 In addition to all other rights in the Contract and arising at law, breach of the warranties and representations set forth in Clause 6, or any other

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Condition, shall entitle RB, at its sole election, to: 如贵司违反第6条规定的陈述和保证或任何其他条件, 除了依据合同和法律所享有的所有其他权利之外, 利洁时还有权经其自行选择:

- a) require You to take all reasonable steps to remedy the breach; 要求贵司采取所有合理的违约补救措施;
- b) terminate the Contract and in whole or in part and cancel any other Orders with You; 解除合同的全部或部分并撤销任何其他订单;
- c) refuse to accept any subsequent delivery of the Output which You attempt to make; 拒绝接受贵司做出的任何后续产品交付;
- d) recover from You any expenditure reasonably incurred by RB in obtaining the replacement goods and / or services in substitution for the Output from another supplier; and 向贵司追偿利洁时因从其他供应商获取替代货物和/或服务而产生的任何合理费用; 以及
- e) claim damages for any additional costs, loss or expenses incurred by RB which are in any way attributable to Your breach of your warranties. 要求贵司赔偿利洁时因贵司在任何方面违反保证而遭受的任何额外成本、损失或费用。

You shall indemnify and hold RB harmless for all damages arising out of any breach of such warranties.

贵司应赔偿利洁时因贵司违反任何该等保证而遭受的所有损失并使利洁时免受其害。

- 9.2 You irrevocably and unconditionally agree to indemnify and keep indemnified RB, RB Affiliates, and the employees, sub-contractors and agents of each (who shall have no duty to mitigate their loss) in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all damages, losses, costs, penalties, fines and expenses (including without limitation legal and other professional advisers' fees and all consequential and economic loss (including without limitation loss of profit, future revenue, reputation or goodwill and anticipated savings)) whether direct or indirect made against or incurred or suffered by RB or any of them directly or indirectly, and whether wholly or in part resulting from any claim, demand, proceedings or action: 贵司不可撤销且无条件地同意: 贵司应使利洁时、利洁时关联方、利洁时和利洁时关联方的员工、分包商和代理(前述主体无义务减轻其损失)免受所有下列索赔、要求、行动、诉讼, 并全额赔偿前述主体(该等主体无义务减轻其损失)要求的其全部或部分因任何下列索赔、要求、行动或诉讼而直接或间接产生或遭受的所有直接或间接的损害、损失、成本、处罚、罚款和费用(包括但不限于法律和其他专业顾问的费用和所有间接经济损失(包括但不限于利润损失、未来收益损失、声望或商誉损失以及预期可节省的费用)):

- a) arising out of or resulting in any way from any obvious or apparent defects or latent defects in the Output, or from any act or omission of You, Your agents, employees or subcontractors; 由于产品的任何明显或外观缺陷或潜在缺陷, 或贵司、贵司代理、员工或分包商的行为或疏忽而发生或导致的任何索赔、要求、行动或诉讼;
- b) based on a claim of alleged Intellectual Property right infringement, and/or for an alleged claim of unfair competition resulting from similarity in design, trademark or appearance in Output, unless and to the extent the claim or alleged claim are related to RB design or formula; 基于因为产品设计、商标或外观的相似性而提出的任何声称的知识产权侵权索赔和/或声称的不正当竞争索赔(除非该等索赔或声称的索赔系关于利洁时设计或配方)的任何索赔、要求、行动或诉讼;
- c) any Public Recall or regulatory investigation; 任何公开召回或监管机构的调查;
- d) any claim made against RB in respect of any liability, loss, damage, death, injury, cost or expense sustained by RB employees or agents or by any customer or third party to the extent that such liability, loss, damage, death, injury, cost or expense was caused by, relates to or arises from the Output; 就利洁时员工或代理或任何消费者或第三方遭受因产品而产生或与其相关的任何责任、损失、损害、死亡、人身伤害、成本或费用而对利洁时提出的任何索赔;
- e) the whole or any part of the Output failing to be delivered on the Delivery Date; and 全部或部分产品未能在交付时间交付; 以及
- f) any loss or damage to property of RB to the extent that such loss or damage was caused by, relates to or arises from the Goods and/or the negligent performance or failure or delay in performance of the Services by You or Your employees, agents or sub-contractors. 如由货物和/或贵司或贵司员工、代理或分包商疏忽履行、未能履行或迟延履行服务而导致的或相关的或产生的对利洁时财产的任何损失或损害。

In relation to Clause 9.2b) above, You agree that You will, upon request of RB and at Your own expense, defend or assist in the defence of any action which may be brought against RB or its agents, distributors, customers, or other vendors for such infringement or claimed infringement or alleged claim of unfair competition. RB agrees to inform

You promptly upon receipt of notice of infringement or information of such a suit having been filed.

对于上述第9.2(b)条, 贵司同意贵司将根据利洁时要求、由贵司自行承担费用对因该等侵权或侵权主张或声称的不正当竞争索赔可能对利洁时或其代理、经销商、客户或其他供应商提起任何诉讼进行抗辩或协助抗辩。利洁时同意在收到侵权通知或任何该等诉讼已经被提起的信息后立即通知贵司。

- 9.3 Your obligation to indemnify RB under this Clause 9 is in addition to all other rights and remedies available to RB under this Contract and at law.

贵司在本第9条项下对利洁时的赔偿义务附加于利洁时根据本合同和法律所享有的所有其他权利和救济。

10. SAFETY FIRST

安全第一

- 10.1 Your Notification: You shall immediately notify RB and confirm in writing (providing all relevant details) if You are aware that there may be or discover at any time that there is:

贵司的通知: 如果贵司知晓可能会发生如下情况或在任何时间发现如下情况, 贵司应立即通知利洁时并书面确认(提供所有相关细节):

- a) any defect, error or omission in any Output; 任何产品上的任何缺陷、错误或疏忽;
- b) any error or omission in the instructions for the use and/or handling of the Output; 在产品使用和/或处理说明书中存在任何错误或疏忽;
- c) any complaint, action, claim, suit or proceedings against arising out of or in connection with the Goods; 因产品而产生或与产品有关的任何投诉、起诉、索赔、诉讼或法律行动;
- d) any disease, infection, illness or adverse health consequence or risk arising out of or in connection with the Goods (including the products or packaging which the Goods form part); 因货物(包括货物构成其一部分的产品或包装)而产生的或与之相关的任何疾病、感染、不适或不良健康结果或风险;
- e) any direction, order, notice or the like issued by a statutory or government body (in any jurisdiction) against You and/or persons associated with You and/or other persons who are performing services or providing goods in connection with the Contract (including any sub-contractors); 法定或政府机关(位于任何司法管辖区)对贵司和/或贵司有关主体和/或履行合同相关服务或提供合同相关货物货物的其他主体(包括任何分包商)出具的任何指示、命令、通知或类似文件;
- f) a risk that RB may suffer any incident that may damage its reputation (or that of any RB Affiliate or customer of any RB Affiliate) or that of any of its brands (or those of any RB Affiliate or customer of any RB Affiliate) or place any such party at risk of being found to be in breach of an Applicable Law, whether or not any such defect, error, omission or incident represents a breach of the Contract, and whether or not any such defect, error, omission or incident has caused, is causing or may cause any risk of death, injury, damage to property or loss of reputation; and/or 利洁时存在如下风险: 遭受可能损害利洁时(或任何利洁时关联方或任何利洁时关联方的客户)或任何利洁时(或任何利洁时关联方或任何利洁时关联方的客户)品牌名誉的事件, 或者使得上述主体被认为违反任何适用法律的事件, 不论任何该等瑕疵、错误、疏忽或事件是否构成合同违约, 也不论任何该等瑕疵、错误、疏忽或事件是否已经造成或正在造成或者可能造成任何死亡、人身伤害、财产损失、名誉损失的风险; 和/或
- g) a risk that you are or will be in breach of the Contract. 贵司存在正在或将要违反合同的风险。

- 10.2 Product Recall: If You so notify RB in accordance with Clause 10.1, or RB otherwise discovers that an event given in Clause 10.1 has occurred or is likely to occur and RB reasonably concludes that the event has caused, is causing or may cause any risk of damage to RB, any RB Affiliate or RB or RB Affiliates' customers' or any third party's property or reputation or any injury to any consumer, then, without prejudice to any other remedy RB may have under this Contract or at law, RB may in its absolute discretion and/or at its customers' request and in any event at Your sole cost issue any notification (in writing or otherwise) to its customers or to consumers (whether directly or indirectly via a government or regulatory body) about the manner of use or operation of any relevant Output or any other products into which any such Output have been incorporated (“Public Recall”). The decision to initiate (and scope of) a Public Recall shall be taken by RB in its absolute discretion. 产品召回: 如贵司根据第10.1条通知利洁时, 或者利洁时通过其他方式发现第10.1条规定的任何情况已经发生或可能发生并且利洁时合理认为该等情况存在已经造成或正在造成或可能造成损害利洁时和任何利洁时关联方或利洁时或利洁时关联方的客户或任何第三方的财产或名誉或任何消费者的任何人身伤害的风险, 那么在不损害利洁时根据本合同或法律可能享有的任何其他救济的前提下, 利洁时可以完全经其自行决定和/或经其客户要求并在任何情况下均由贵司承担费用, 向利洁时的客户或消费者(无论直接还是通过政府或监管机构间接)发出任何通知(书面或其他形式), 说明使用或处理任何相关产品或包含该等产品的任何其他产品的方式(“公开召回”)。启动公开召回及其范围的决定应由利洁时完全自行判断作出。

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- 10.3 **Your Co-Operation:** In the case of a Public Recall or a concern by RB that a Public Recall may be required, You shall, and shall procure that persons associated with You or other persons who are performing services or providing goods in connection with the Contract (including any sub-contractors), cooperate with RB and provide all assistance to ensure that the Public Recall is promptly and effectively dealt with. You shall, and shall procure that persons associated with it or other persons who are performing services or providing goods in connection with the Contract (including any sub-contractors) shall:
- 贵司的合作:** 如果发生公开召回或者利洁时认为需要公开召回, 贵司应当应当促使贵司相关主体或履行合同相关服务或提供合同相关货物的其他主体 (包括任何分包商) 与利洁时合作, 并提供一切协助以确保公开召回的及时和有效处理。贵司应当应当确保贵司相关主体或履行合同相关服务或提供合同相关货物的其他主体 (包括任何分包商):
- follow any directions received from RB;
遵守来自利洁时的任何指示;
 - ensure that all batch records and product information relating to the Goods which are or which may be the subject of the Public Recall are retained and ensure that these records are immediately made available to RB;
确保与成为或可能成为公开召回标的货物有关的所有批次记录和产品信息均被保留并确保立即向利洁时提供该等记录;
 - if requested by RB, suspend all or any deliveries of the Output to RB or RB Affiliates and only supply Goods replacing any recalled or withdrawn Goods upon RB request in writing;
如利洁时要求, 暂停向利洁时或利洁时关联方交付任何产品, 并且只在经利洁时书面要求的情况下供应任何召回或撤回产品的替代产品;
 - ensure that all of Your representatives and all representative of persons associated with You or other persons who are performing services or providing goods in connection with the Contract (including any sub-contractors) are aware of and prepared for applying the procedures set out in or referred to in this Clause 10;
确保贵司的所有代表和贵司相关主体或履行合同相关服务或提供合同相关货物的其他主体 (包括任何分包商) 的所有代表知晓并准备履行本第10条规定的或提及的程序;
 - participate in conference calls and/or meetings scheduled at the discretion of RB (treating all information received from such calls and meetings, as well as the fact of the Public Recall, as Confidential Information of RB); and
参加利洁时决定安排的电话会议和/或会议 (将所有从该等电话和会议中取得的信息以及公开召回的事实作为利洁时的保密信息对待); 以及
 - allow any authorised representative or agent of RB to enter Your premises (or the premises of any relevant subcontractor) at any time upon request for the purposes of (i) inspecting the Goods, premises, plant, machinery, equipment, packaging or produce in respect of food safety requirements and (ii) obtaining and retaining samples of raw materials, the packaging and the finished Goods.
经要求, 允许利洁时的任何授权代表或代理人在任何时候进入贵司场所 (或任何相关分包商的场所) 以(i) 检查货物、场所、工厂、机器、设备、与食品安全要求有关的包装或产品; 和(ii)取得并保留原材料、包装和已完成货物的样品。
- 10.4 **Publicity and Enquiries:** All press or other enquiries relating to any Public Recall shall be dealt with by RB and all enquiries You receive relating thereto shall be immediately referred to RB. RB shall be solely responsible for the publication of any notices or press releases associated with a Public Recall and for notifying, keeping apprised and liaising with any authority in relation to the Public Recall and agreeing with it/them appropriate further actions.
公开和问询: 与任何公开召回有关的所有新闻或其他问询应由利洁时处理, 贵司收到的所有相关问询应立即转交给利洁时。利洁时应全权负责发布与公开召回有关的任何通知或新闻稿件, 以及就公开召回通知任何政府部门、与政府部门协调评估和沟通, 并与政府部门就适当的进一步行动达成一致。
11. **INSURANCE**
保险
- 11.1 During the term of the Contract and for a period of six years thereafter, You shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, including liabilities related to product defects causing injury or property damage, failure to manufacture and supply the Output and failure to manufacture to the agreed specification, and You shall, on RB's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
在合同期限内及其届满后的六年内, 贵司应向一家知名保险公司投保专业的赔偿保险、产品责任保险和公共责任保险以涵盖可能因本合同而产生或与本合同相关的所有责任, 包括产品瑕疵导致的人身损害或财产损失责任、未能生产和供应产品的责任以及生产未达到约定规格的责任, 并确保该等保险在合同期限内及其届满后的六年内始终有效; 经利洁时要求, 贵司应提供详细说明保险范围的保险证明以及每项保险当年保险费的数据。
12. **SUB-CONTRACTING, ASSIGNMENT AND THIRD PARTY RIGHTS**
分包、转包和第三方权利
- 12.1 **Assignment and Sub-Contracting:** You are not entitled to assign, charge, subcontract or transfer the Contract or any part of it without RB's prior written consent, which consent may be arbitrarily withheld by RB. No approval of assignment or subcontracting shall be granted by RB unless You include provisions in each assignment or subcontract that subjects the assignee or subcontractor to obligations identical to Your obligations under this Contract. RB written approval of such assignment or subcontract shall not affect the provisions of this Contract, and You shall not in any manner be released or discharged from Your obligations and liabilities, and shall remain liable for all acts and negligence of such assignees and subcontractor(s), and their officers, agents and employees as if they were Your employees. Your breach of this clause 12.1 shall be deemed a material breach of this Contract, allowing RB to terminate the Contract without any liability to You. RB may assign, charge, subcontract or transfer the Contract or any part of it to any person without Your consent.
转让和分包: 未经利洁时事先书面同意 (利洁时有权自行决定拒绝给出该等同意), 贵司不得转让或分包合同或合同的任何部分。除非贵司在每一份转让或分包中包含条款约定受让人或分包商受限于与贵司在本合同项下同样的义务, 利洁时不会给出同意转让或分包的批准。利洁时对于该等转让或分包的书面批准不影响本合同的条款, 贵司不得以任何形式免于履行和承担贵司的义务和责任, 并应对该等受让人和分包商及其管理人员、代理和员工 (如同他们是贵司的员工一样) 的所有行为和疏忽承担责任。贵司违反本条约定转让和/或分包的构成对本合同的重大违约, 在此情形下, 利洁时有权经书面通知而立即终止合同而无需承担任何责任。利洁时有权不经贵司同意而向任何主体转让或分包合同或其任何部分。
- 12.2 **Third Party Rights:** Save where this Contract expressly reserve rights in respect of RB Affiliates, any person who is not a party to the Contract (including any employee, officer, representative or sub-contractor of either party) shall have no right to enforce any provision or rights under the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Parties which agreement must refer to this Condition.
第三方权利: 除非本合同明确保留利洁时关联方的权利, 未经双方事先明确书面同意 (该等同意必须引用本条件), 任何非本合同一方的主体 (包括任何一方的任何员工、管理人员、代表或分包商) 无权执行明示或暗示授予该等主体利益的任何合同条款或权利。
13. **BREAKING OR TERMINATING THE CONTRACT**
违约或合同终止
- 13.1 **Mutual Termination Rights:** Each Party may, as it thinks fit, (without prejudice to any other rights or remedies it may have against the other Party arising under the Contract or at law) immediately terminate the Contract if:
相互解除权: 如发生如下情形, 任何一方有权选择立即解除合同 (不影响该方根据合同或法律对对方享有的任何其他权利或救济):
- the other Party commits a material breach of any of its obligations under the Contract which is incapable of remedy;
另一方对其在合同项下的任何义务构成无法补救的重大违约;
 - the other Party fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by the first Party to remedy or desist from such breach within a period of 30 days;
另一方违反其在合同项下的义务且在非违约方书面要求其补救或停止违约行为后的30天内未能对于可补救的违约行为予以补救或继续违约行为;
 - any distress execution or diligence is levied upon any of the other Party's goods or property and is not paid out within seven days of it being levied;
另一方的任何财产被扣押并且在被扣押后7天内没有解除;
 - the other Party offers to make any arrangements with or for the benefit of its creditor or there is presented in relation to it a petition of bankruptcy;
另一方拟与其债权人或为其债权人的利益而做出任何安排或发生针对该方的破产申请;
 - the other Party (being a limited company) is deemed to be unable to pay its debts or the other Party calls a meeting for the purpose of passing a resolution to wind up its company, or such a resolution is passed or it presents or has presented a petition to wind up or present or have presented a petition to appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of its business, undertaking, property or assets;
另一方 (有限责任公司) 无法清偿到期债务或者另一方召集通过解散公司的会议, 或者该等决议被通过, 或者该方提交或已经提交了解散申请, 或者提交或已经提交了任命一名接管人的申请, 或者就其全部或任何部分业务、事业、财产或资产任命了一名行政接管人或接管人。
 - the other Party ceases, or threaten to cease, to carry on business;
另一方停止或可能停止业务经营;
 - a secured lender of the other Party takes any steps to obtain possession of the property on which it has security or otherwise to

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enforce its security;

另一方的被担保的借款人采取任何措施以取得担保财产或其他财产以执行其担保权利;

- h) the other Party suffers or undergoes any procedure analogous to any of those specified in Conditions 13.1 c) to g) inclusive above or any other procedure available in the country in which it is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor;

另一方遭受或经历任何与上述第13.1条第c)项至第g)项类似的程序或该方组成、设立或居所国适用的针对资不抵债的债务人或该等债务人的债权人的任何其他程序;

- i) the other Party acts or omits to act in such a way as would in the first Party's reasonable opinion bring the first Party into disrepute or otherwise damage the first party's reputation; or

另一方做出或疏于做出任何行为而将导致前述合同一方合理认为会导致前述合同一方名誉受损或以其他形式损害前述合同一方的名誉; 或

- j) the first Party reasonably believes that any of the events specified in Clause 13.1a) to i) inclusive above is about to occur in relation to the other Party.

前述合同一方有合理理由相信上述第13.1条第a)项至第i)项规定的任何时间将要发生在另一方身上。

In such event, the first Party shall be entitled to damages incurred as a result of the other Party's breach or default (or at RB option, specific performance or specific performance and damages).

在上述情形下, 前述合同一方有权要求另一方赔偿该方因为另一方的违约而遭受的损失(或经利洁时选择, 特殊履行或特殊履行以及损害赔偿)。

- 13.2 **RB Termination for Change of Control:** Without prejudice to any and all rights and remedies available to RB at law, RB may terminate the Contract with immediate effect if You undergo a Change of Control. For the purposes of this clause, "Change of Control" means the occurrence of a transaction or series of transactions (including a merger or amalgamation involving You and any other Person) whereby, after giving effect to such transaction or series of transactions, You are Controlled by a different Person or group of Persons (acting jointly or in concert) than before the occurrence of the transaction or series of transactions. "Control" means (including with correlative meaning the term "Controlled by") (i) the ownership of more than 50% of the voting shares of a corporation or partnership units of a partnership (including a limited partnership or limited liability partnership) and/or (ii) the power to direct or cause the direction of Your management and policies, whether through the ownership of shares or partnership units, by acting as the general partner of a limited partnership, by contract or otherwise. You shall, upon request of RB, make available to RB from time to time for inspection or copying or both, all reasonable data and records required by the Company to identify the Person or group of Persons who Control You.

控制权变更时利洁时的终止权: 在不损害利洁时依法享有的任何权利和救济的前提下, 如果贵司发生控制权变更, 利洁时有权立即终止合同。为本条之目的, “控制权变更”是指发生某项交易或者一系列交易(包括涉及贵司和其他主体之间的合并或重组)时, 在该等交易或系列交易生效后, 与该等交易或系列交易发生之前相比, 贵司将由一个或多个不同的主体(共同行动或一致行动)控制。“控制”指(包括相关含义的“被控制”)(i)拥有一个公司超过50%的有表决权的股份或一个合伙企业(包括有限合伙和有限责任公司)中超过50%的合伙份额和/或(ii)指挥贵司的管理和政策(无论是通过股权还是合伙份额, 通过担任有限合伙的一般合伙人, 通过合同或其他方式)。经利洁时要求, 贵司应当不时向利洁时提供利洁时要求的所有合理的数据和记录以识别控制贵司的一个或多个主体, 供利洁时检查和/或复制。

- 13.3 **RB Termination for Convenience:** Without prejudice to any right or remedy available to RB under this Contract or at law, RB may terminate the Contract (or any part of it) which has yet to be delivered to RB by notice in writing to You. Upon such termination, all affected work shall be discontinued promptly and RB shall pay to You a reasonable termination charge based on a percentage of the Price reflecting the percentage of work performed by You prior to termination and shall obtain the ownership of the relevant work product, but such payment shall not exceed the amount of any loss actually suffered by You and shall not include loss of anticipated profits or any consequential loss, or any costs or expenses incurred by You in investing in new equipment, personnel, premises, packaging or raw materials for the purposes (primary or ancillary) of fulfilling the Contract. Any claim for payment of such termination charges must be submitted in writing RB within 30 calendar days of receipt of written notice of termination. If You do not submit such a claim within that time, You hereby waive Your right to demand, collect or enforce payment of any such amount(s). RB shall have the right to audit all elements of the claim for termination charges, and You shall make available to RB on request all books, records and papers relating thereto.

利洁时为便利目的的终止权: 在不损害利洁时依据合同或法律所享有的任何权利和救济的前提下, 利洁时有权经书面通知贵司而终止合同(或其任何部分)。发生该等终止时, 贵司应立即停止所有受影响的工作, 利洁时将根据贵司在终止前已完成工作的比例所对应的价格比例向贵司支付合理的终止费用并取得相关工作成果的所有权, 但是该等费用不得超过贵司实际遭受的损失金额, 并且不包含预期利润损失或任何间接损

失或任何贵司为履行之目的(主要或辅助)而投资新设备、人员、场所、包装或原材料而发生的成本或费用。要求支付该等终止费用的任何主张均应在收到终止书面通知后30个日历日内以书面形式提交给利洁时。如果贵司没有在前述期限内提交该等主张, 则贵司在此放弃贵司要求、取得或执行任何该等金额支付的权利。利洁时有权就终止费用主张的所有方面进行审计, 贵司应根据利洁时要求提供所有的相关账簿、记录和文件。

- 13.4 **RB Liability Limit:** The total liability of RB for damages under or in relation to the Contract shall not exceed the Price.

利洁时责任限制: 利洁时在合同项下或者与合同相关的损害赔偿责任总额不得超过价格。

- 13.5 **Survival of Certain Provisions After Termination:** Any termination of the Contract (for whatever reason) shall not affect the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination.

终止后部分条款继续有效: 对于明示或暗示在合同终止时或者终止后应生效或继续有效的任何合同条款, 合同终止(无论因何原因)不影响该等条款的生效或继续有效。

14. LEGAL NOTICES

通知

- 14.1 **Formal Communication:** All notices between the Parties about any matter arising under this Contract must be in writing and delivered by hand or sent by pre-paid first class post:

正式沟通: 双方之间由本合同而产生的关于任何事项的所有通知均应以书面形式作出并通过亲手递交或预付快递方式寄出:

- a) (in the case of notices to RB) to RB registered office marked for the attention of the General Manager or such other address as shall be notified by RB to You in accordance with this Clause 14; or (如是向利洁时发出通知)应亲手递交或邮寄至利洁时的注册地址(注明总经理为收件人)或利洁时根据第14条通知贵司的其他地址; 或

- b) (in the case of notices to You) to any address of Yours as set out in the Order. (如是向贵司发出通知)应亲手递交或邮寄至订单中规定的贵司地址。

- 14.2 **Receiving Notices:** Notices shall be deemed to have been received: **收到通知:** 如满足如下条件, 应视为已经收到通知:

- a) if sent by pre-paid first class post, two Working Days after posting (exclusive of the day of posting); 如通过快速邮寄, 应视为在寄出后两(2)个工作日(不包括寄出当天)收到;

- b) if delivered by hand, on the day of delivery or, if that is not a Working Day in the country of the recipient, the first Working Day after delivery. 如亲自递交, 应视为在递交当天收到; 或者如递交当天不是收件人所在国的工作日, 应视为在递交后的第一个工作日收到。

15. GENERAL

一般条款

- 15.1 **Structure:** Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties. Neither You nor Your employees shall be considered employees of RB or entitled to participate in any RB employee benefits or plans of any kind. Nothing in this Contract shall create an obligation on RB or any RB Affiliates to place further Orders or enter into further Contracts with You or Your Affiliates.

结构: 本合同的任何条款均不在双方之间创设或视为创设合伙、合营或雇佣关系或代理关系。贵司或贵司员工均不得被视为利洁时员工或被视为有权参加任何利洁时员工的任何形式的福利或计划。本合同的任何条款均不得使利洁时或任何利洁时关联方有义务向贵司或贵司关联方下发进一步的订单或签署进一步的合同。

- 15.2 **Waiver:** No waiver of any provision of the Contract is binding unless it is in writing and signed by the Parties. The rights and remedies of either Party in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance, or extension of time granted by such Party to the other nor by any failure of, or delay by the said Party in ascertaining or exercising any such rights or remedies. No waiver of any breach of any provision of the Contract will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

弃权: 除非双方以书面形式约定并签署, 否则对任何合同条款的弃权均不具有约束力。任何一方授予另一方的任何纵容、宽容或延期, 或未确认或行使或迟延确认或行使任何其所享有的与合同相关的权利和救济, 并不构成其所享有的该等权利和救济的减少、放弃或消灭。对任何合同条款违约的弃权不得被视为对任何对该等或任何类似条款的后续违约的弃权。

- 15.3 **Severance:** If any provision of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from this Contract and the validity and/or enforceability of the remaining provisions of this Contract shall not be in any way affected or impaired as a result of that omission.

可分割性: 如果任何合同条款被认为或变得无效或在任何适用法律下因为任何原因无法执行, 该等条款应视为从本合同中删除, 本合同剩余条

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款的效力和/或可执行性不得在任何方面因为该等删除而受到影响。

非法的处理，并免于遭受意外损失、损毁或损坏，以确保利洁时遵守所有适用的数据保护相关法律；

15.4 **Discontinuation or Variation:** If You decide during the course of the Contract to re-design or otherwise alter your future supply of the Output, the Output's product range, future specification, coding, packing or configuration, You shall provide RB with as much notice as possible, and hereby irrevocably offer to RB the opportunity and will accept any order from RB or an RB Affiliate to purchase at a proportionate Price sufficient goods or services identical in respect of quality and specification to the Output which is the subject of this Contract as is required by RB to meet RB and RB Affiliates' needs for the subsequent eighteen months from completion of this Order.

d) promptly inform RB if any of RB's personal data is lost or destroyed or becomes damaged, corrupted, or unusable; and
如果任何利洁时的个人信息丢失或损毁或将被损坏、破坏或无法使用，立即通知利洁时；以及

e) indemnify RB and hold RB harmless against any loss, damage, costs, fines or expenses, including legal fees and costs of litigation, arising from a breach of this Clause.

赔偿利洁时并使利洁时免受因贵司违反本条而遭受的任何损失、损害、成本、罚款或费用（包括律师费和诉讼费）。

终止或变更: 如果在合同履行过程中贵司决定重新设计或以其他方式改变未来的产品供应、产品范围、未来的规格、编码、包装或配置，贵司应尽可能早而详细地通知利洁时，并且贵司在此不可撤销地向利洁时提供机会，并将接受来自利洁时或利洁时关联方的订单，以适当价格采购质量和规格与作为合同标的的产品相同的充足的货物或服务，以满足利洁时和利洁时关联方在该订单结束后后十八个月内的需要。

15.9 **Publicity:** No press releases or other publicity regarding the Contract or the Output may be issued without RB's prior written consent.

公开: 未经利洁时事先书面同意，贵司不得就本合同或产品发布任何新闻或进行其他公开宣传。

15.5 **Amendments:** These Conditions can only be varied or amended if expressly agreed in writing and signed by one of RB's authorised signatories. Any other purported or attempted variation or amendment to these Conditions is of no force or effect.

修订: 本条件仅在利洁时授权签字人明确书面同意并签署的情形下方可被变更或修订。任何其他声称的或拟进行的对本条件的变更或修订均无效。

16. CORPORATE STANDARDS 公司标准

16.1 For the purpose of this clause 16, "RB's Corporate Standards" means all policies and reports available at <http://www.rb.com/responsibility/policies-and-reports/> and associated laws and regulations, as may be amended from time to time, including but not limited to:

为本第16条之目的，“利洁时公司标准”指网站<http://www.rb.com/responsibility/policies-and-reports/>所载的不时修订的所有政策和报告以及相关的法律法规，包括但不限于：

a) RB's Code of Conduct;
利洁时行为准则；

b) RB's Anti-Bribery Policy and the UK Bribery Act 2010;
利洁时反贿赂政策和2010年英国反贿赂法案；

c) RB's Policy on Responsible Sourcing of Natural Raw Materials and supporting Standard for Responsible Sourcing of Natural Raw Materials;
利洁时负责责任的采购自然原材料政策以及配套的负责责任的采购自然原材料的标准；

d) RB's Policy on Human Rights and Responsible Business Policy and Detailed Requirements; and, where applicable;
利洁时的人权政策和负责责任的业务政策以及具体要求（如适用）；

e) Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals.

关于化学品注册、评估、授权和限制的第1907/2006号（EC）欧盟议会和理事会条例。

16.2 In performance of the Contract, You shall comply with RB's Corporate Standards. You shall maintain in place throughout the term of this Contract Your own policies and procedures to ensure compliance with RB's Corporate Standards and will appropriately enforce those policies and procedures. You shall ensure that any person associated with You who is performing activities in connection with this Contract are required to abide by terms equivalent to those agreed to by You in this clause. 在合同履行过程中，贵司应遵守利洁时公司标准。贵司应在本合同期限内维持贵司自己的政策和程序以确保遵守利洁时公司标准并妥善执行该等政策和程序。贵司应确保与贵司有关的履行本合同相关活动的任何主体遵守与本条款项下贵司同意条款相等同的条款。

16.3 You shall promptly report to RB any violation of this clause 16, or any request by any person that You perform an act that would be a violation of those requirements. You shall provide to RB, promptly and at no extra charge, information on and evidence of Your compliance with this clause 16 in the medium requested by RB.

如发生任何违反本第16条的行为或任何人要求贵司实施将违反这些要求的行为，贵司应立即向利洁时报告。贵司应及时按照利洁时要求的方式向利洁时提供贵司遵守本第16条的信息和证据，利洁时无需就此支付任何额外费用。

16.4 Breach of this clause 16 shall be deemed a material breach of this Contract, allowing RB and RB Affiliates to terminate this and any other Contracts with You or Your Affiliates by immediate written notice without any liability from RB or RB's Affiliates to You or Your Affiliates.

对本第16条的违反应构成对本合同的重违约约，在此情形下，利洁时及利洁时关联方有权经书面通知而立即终止本合同以及与贵司或贵司关联方之间的任何其他合同，且利洁时或利洁时关联方无需对贵司或贵司关联方承担任何责任。

17. LAW AND JURISDICTION 适用法律和争议解决

17.1 The Contract shall be governed by and construed in accordance with the laws of the People's Republic of China.
合同应受中华人民共和国法律管辖并依据该等法律解释。

17.2 Any dispute arising from or in connection with the Contract (including any question regarding its subject matter, existence, validity or termination and including non-contractual disputes or claims) shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

15.6 **Confidentiality:** Each Party shall keep confidential all confidential or sensitive information of the other Party (the "Discloser"), including without limitation information in written, oral or electronic form which is designated as confidential by the Discloser or which by virtue of its character or the circumstances or manner of its disclosure is evidently of a confidential nature ("Confidential Information") and the Party receiving the Confidential Information (the "Recipient") shall only disclose such Confidential Information to those of the Recipient's employees (or those employees of its group companies), consultants, agents, sub-contractors or advisers who need to know such Confidential Information for the purposes of performing the Recipient's obligations under this Contract or in the case of RB taking the benefit of the Output and who are bound by duties of confidentiality no less onerous than those contained in this Clause 15.6. The Recipient shall ensure that the aforesaid persons observe the confidentiality obligation and shall be liable for such persons breach activity. Each Party shall use the Discloser's Confidential Information solely for the performance of their obligations under this Contract or, in the case of RB, taking the benefit of the Output. The provisions of this Clause 15.6 shall survive termination or expiry of the Contract for a period of ten years from termination or expiry.

保密: 任何一方均应对对方（“披露方”）的所有保密或敏感信息保密，该等信息包括但不限于披露方指定保密的或根据其特征或披露的环境或方式而显然具有保密性质的书面、口头或电子形式的信息（“保密信息”），接收保密信息的一方（“接收方”）应仅向为履行接收方在本合同项下的义务或为利洁时取得产品的相关权益而需要知晓该等保密信息的接收方的员工（或集团公司的员工）、咨询师、代理、分包商或顾问披露该等保密信息，前述人员应受到不低于本第15.6条要求的保密义务的约束。接收方应确保前述人员遵守保密义务，并对其违反行为负责。每一方应仅将披露方的保密信息用于履行其在本合同项下的义务或者为利洁时取得产品的相关权益。本第15.6条的约定应在合同终止或到期后十（10）年内依然有效。

15.7 **Provision of information:** From time to time, RB may require You to furnish information relating to RB or RB Affiliates' compliance with various laws, licences and regulations, industry good practices, environmental health and safety regulations and other standards that may be applicable to the use of the Output. You shall in good faith extend full cooperation to all such requests.

信息提供: 利洁时可能会不时要求贵司提供关于利洁时或利洁时关联方遵守各种法律、许可和法规、行业良好实践、环境卫生和安全法规和可能适用于产品使用的其他标准的信息。贵司应秉持善意原则尽全力就所有该等要求给予充分配合。

15.8 **Data Protection:** You shall:

数据保护: 贵司应:

a) process RB's personal data only to the extent, and in such a manner, as is necessary for fulfilling Your obligations under the Contract and in accordance with RB's instructions from time to time and shall not process personal data for any other purpose;

仅在为履行贵司合同义务所必要的范围内，根据合同约定的方式以及利洁时不时的指示来处理利洁时的个人信息，不得为任何其他目的而处理个人信息。

b) not transfer RB's personal data outside Mainland China without prior written consent;
未经利洁时事先书面同意，不得将利洁时的个人信息转移出中国大陆之外。

c) take appropriate technical and organisational measures against the unauthorised or unlawful processing of RB's personal data and against the accidental loss or destruction of, or damage to, personal data to ensure RB's compliance with all applicable data protection laws;

采取适当的技术和组织手段保护利洁时的个人信息免受未经授权或

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利洁时标准采购条款和条件（“条件”）

凡因合同引起的或与合同有关的任何争议，均应提交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。