

購買產品和服務的一般條款和條件

<p>The "Agreement" between you ("Supplier") and the ordering Unilever group company ("Buyer") (collectively "parties") comprises: these terms ("Terms") or Unilever Purchasing Agreement or other Unilever contract; any and all relevant purchase orders requesting or specifying a supply of services or products ("PO"); and supporting terms such as Commercial Terms Contracts ("CTC"). CTCs may include: central CTCs agreed between a Unilever group company ("UGC") and a Supplier group company each acting as a supply chain hub; local CTCs agreed between a Buyer and a Supplier; and Unilever Purchasing Contracts ("UPC"). It is agreed by the parties that any terms and conditions other than the Agreement which attempt to add to or vary the Agreement have no force or effect unless expressly agreed by both parties. If there is conflict between parts of the Agreement, the terms in any central CTC will take precedence, followed by any other CTC, these Terms and finally any PO.</p>	<p>您（「供應商」）和訂購方聯合利華集團公司（「買方」）（統稱為「各方」）之間的「協議」包括：這些條款（「本條款」）或者聯合利華購買協議或者其他聯合利華合約；任何及所有相關的要求或者指定服務或產品供應的購買訂單（「PO」）；以及輔助條款，例如商業條款合約（「CTC」）。CTC 可能包括：一家聯合利華集團公司（「UGC」）和各自擔任供應鏈中心的供應商集團公司之間主要的 CTC；一個買方和一家供應商之間的 CTC；以及聯合利華購買合約（「UPC」）。各方同意，任何要補充或改變協議的條款和條件都不生效力或作用，除非雙方明示同意。如協議的內容有歧異，主要的 CTC 應最優先適用，其次是任何其他 CTC、第三是本條款，最後是任何 PO。</p>	<p>apply.</p>	<p>用。</p>
<p><b>1. Supply of Products and/or Services</b></p>	<p><b>1. 產品和/或服務供應</b></p>	<p>2.3. Where any correspondence (including emails and CTCs) specifies a volume of Products/ Services to be purchased by the Buyer, such volumes shall be non-binding estimates only, to the Buyer, and shall be without prejudice to the volumes actually purchased under the Agreement, unless expressly stated as binding in the CTC.</p>	<p>2.3.對於任何買方即將購買的本產品/服務數量的通訊往來（包括電子郵件和 CTC），對買方只作為不具拘束力的估計，同時不影響依協議實際購買的數量，除非在 CTC 裏明確約定該通訊往來具有拘束力。</p>
<p>1.1. The Supplier shall supply to the Buyer, the products ("Products") and/or services ("Services") (together "Products/ Services") in accordance with the Agreement and with the skill, care, prudence and foresight of a diligent supplier of such Products/ Services.</p>	<p>1.1. 供應商應按照協議向買方提供產品（「本產品」）和/或服務（「本服務」）（一起的話是「本產品/服務」），同時要具有此類產品/服務的勤勉注意義務的供應商的技術、細心、謹慎和遠見。</p>	<p>2.4. The Buyer may forward regular forecasts of requirements to the Supplier. Such forecasts are non-binding estimates only and are only intended to assist the Supplier in scheduling its production and delivery of Products or provision of Services and they are without prejudice to the volumes actually purchased under the Agreement.</p>	<p>2.4.買方可以將提供定期需求預測予供應商。此類預測也是不具拘束力的估計，只是為了協助供應商安排生產日程和交付產品或服務，同時不影響依協議實際購買的數量。</p>
<p>1.2. Any items, services, functions or responsibilities not specifically described in the Agreement and which are reasonably necessary for the proper supply of the Products/ Services are deemed to be included within the scope of the Products/ Services to be delivered for the Price.</p>	<p>1.2.任何沒有在協議裏特別描述同時對於本產品/服務的合適供應是合理必要的項目、服務、功能或責任，視為已包括在按本價格所交付的本產品/服務的範圍內。</p>	<p><b>3. Delivery, Non-Performance &amp; Indemnity</b></p> <p>3.1. Without prejudice to any rights of the Buyer, the Supplier shall immediately give notice to the Buyer if it becomes aware or anticipates: (a) it will be unable to supply any Products/ Services at the agreed time; (b) the Products/ Services do not comply with the Agreement; or (c) any matter which may result in a potential safety risk to consumers arising from the Products/ Services (whether such risk arises as a result of non-conforming Products or otherwise).</p>	<p><b>3.交付、違約和賠償</b></p> <p>3.1.在不損害買方的權利的情況下，供應商知悉或者預計會發生以下情況之一時，應立即通知買方：(a)供應商不能如期提供本產品/服務；(b)本產品/服務不符合協議規定；或者(c)本產品/服務可能會給消費者帶來潛在安全風險的任何事情（不管此類風險為不合格產品或者其他原因造成）。</p>
<p>1.3. The Supplier shall comply with all written policies (whether presented electronically or otherwise), recommendations and requirements and reasonable instructions of the Buyer provided from time to time. The Supplier shall at all times comply with Buyer's quality assurance requirements and shall remain responsible for quality assurance with respect to all Products/ Services.</p>	<p>1.3.供應商應遵守買方隨時提供的所有書面政策（不管是以電子形式呈現還是其他形式）、推薦和要求以及合理的指示。供應商應始終遵守買方的品質保證要求，同時應當負責所有本產品/服務的品質保證。</p>	<p>3.2. If any Products/ Services do not comply with the Agreement, or are not provided in full within the agreed time the Buyer may, at its discretion reject the non-conforming or late Products/ Services and/or require the Supplier to re-supply non-conforming Products/ Services at the Supplier's expense or terminate the PO in whole or in part. These rights to reject and/or require re-supply or terminate shall not affect any other remedy to which the Buyer may be entitled, including without limitation, reimbursement by Supplier for incremental costs incurred relating to procurement of replacement Products/Services.</p>	<p>3.2.如果任何本產品/服務不符合協議規定，或者未如期全部提供，買方可自行決定拒絕不合格或遲交的本產品/服務，及/或要求供應商自費對不合格產品/服務重新供貨，或者全部或部分終止 PO。這些拒絕及/或要求重新供貨或者終止的權利，不應影響買方所享有的其他補償，包括但不限於供應商賠償因取得替代本產品/服務所增加的成本。</p>
<p>1.4. Upon expiry or termination of the Agreement (in whole or in part) for any reason the Supplier shall (a) provide such reasonable transfer assistance to a new supplier in respect of the Products/ Services as the Buyer may require to minimise any disruption and ensure continuity of the Buyer's business and (b) the Supplier shall cease to use for any purpose, and shall deliver to the Buyer, in the Buyer's chosen format, on media free of viruses, within 5 days of expiry or termination, any work product (whether or not in final form) purchased by the Buyer. In case of partial termination this provision shall apply only to the work product relating to the terminated part of the Agreement.</p>	<p>1.4.於協議因任何原因的到期或終止（全部或部分），供應商應（a）向新的供應商提供關於本產品/服務的合理轉移協助，以最小化任何中斷，同時確保買方業務的連續性，以及（b）供應商應停止任何目的使用，並應在到期或終止的 5 天內，按照買方選擇的格式，使用無病毒的媒介將買方購買的任何工作產品（不管是不是最終形式）交付給買方。在部分終止的情況下，本條款僅適用於協議終止部分相關的工作產品。</p>	<p>3.3. If there is (i) any matter which may result in a safety risk to consumers arising from the Product / Services or (ii) a voluntary or mandated recall, withdrawal or similar measure ("Recall") of any of the Products, the Supplier shall:</p>	<p>3.3.如有 (i) 本產品/服務可能會給消費者帶來安全風險的任何事情或者 (ii) 自發或者強制回收、撤回任何本產品 或者類似措施（「回收」），供應商應：</p>
<p><b>2. Ordering</b></p>	<p><b>2. 訂單</b></p>	<p>(a) provide reasonable assistance to the Buyer in developing and implementing a strategy;</p>	<p>(a) 在制定和實施策略方面對買方提供合理協助；</p>
<p>2.1. The Supplier shall be deemed to have accepted a PO on receipt unless it gives written notice within 3 days of receipt if the PO does not conform to any relevant CTC. The Buyer may cancel a rejected PO in whole or in part.</p>	<p>2.1.如果 PO 不符合任何相關的 CTC，供應商一旦收到 PO 應視為已接受該 PO，除非供應商在收到 PO 的 3 天內提供書面通知。買方得全部或部分取消被拒絕的 PO。</p>	<p>(b) where practicable and as soon as possible give the Buyer advance notice and full details of any action it is legally obliged to take including communicating with any governmental body.</p>	<p>(b) 在可行的情況下，儘快事前通知買方其依法應採取的任何行為的全部細節，包括與任何政府部門的溝通。</p>
<p>2.2. If any PO is sent by electronic communication, Unilever's E-Commerce Terms and Conditions available at <a href="http://www.unileversuppliers.com">www.unileversuppliers.com</a> shall also</p>	<p>2.2.如果任何 PO 是由電子通訊方式傳送，聯合利華的電子商務條款和條件(可在 <a href="http://www.unileversuppliers.com">www.unileversuppliers.com</a> 獲悉),也應適</p>	<p>3.4. Except to the extent required to comply with any legal obligation, no Supplier shall voluntarily initiate any Recall of any Unilever products without the prior written consent of Unilever, which consent shall not be unreasonably withheld.</p>	<p>3.4.除了為必須履行法律義務的範圍外，供應商未得聯合利華的書面同意（該同意不得無理拒絕）前，不得自發回收聯合利華的產品。</p>
<p>2.2. If any PO is sent by electronic communication, Unilever's E-Commerce Terms and Conditions available at <a href="http://www.unileversuppliers.com">www.unileversuppliers.com</a> shall also</p>	<p>2.2.如果任何 PO 是由電子通訊方式傳送，聯合利華的電子商務條款和條件(可在 <a href="http://www.unileversuppliers.com">www.unileversuppliers.com</a> 獲悉),也應適</p>	<p>3.5. The Supplier shall be liable for, and shall indemnify, defend and hold harmless all UGCs from and against, all losses incurred or suffered as a result of Recall of a product incorporating the Products to the extent that such Recall arises as a result of the Products/ Services, except to the extent that these situations arise due to the requirements of the Specifications of the Products.</p>	<p>3.5.供應商應賠償、補償所有 UGC 由於本產品中的某個產品回收所造成或遭受的損害及損失，但因本產品的規格要求造成的回收，不在此限。</p>



3.6. The Supplier shall ensure it has, and shall for the duration of the Agreement maintain in place, adequate general liability insurance and as relevant, professional liability, product liability and/or other insurance and shall provide satisfactory evidence at the Buyer's request.	3.6. 供應商應確保其擁有，並在協議有效期間都擁有足夠的綜合責任保險，以及相關的專業責任保險、產品保險及/或其他保險，同時應按買方的要求提供買方滿意的證據。
<b>4. Price and Payment</b>	<b>4.價格和付款</b>
4.1. The price for the Products/ Services shall be as set out in the Agreement ("Price") which Price includes all shipment preparation and packaging cost but excludes VAT, sales tax or equivalent unless set out in a breakdown of the Price and agreed in writing.	4.1. 本產品/服務的價格應按照協議（「價格」）規定，價格包括所有的運送準備和包裝成本，但不包括增值稅、銷售稅或者等意稅負，除非在價格細目中載明並經書面同意。
4.2. Invoices shall comply with the invoicing requirements on <a href="http://www.unileversuppliers.com">www.unileversuppliers.com</a>	4.2. 發票應當遵守 <a href="http://www.unileversuppliers.com">www.unileversuppliers.com</a> 上的發票開立要求。
4.3. Payment terms are 90 days from receipt of invoice or receipt of Products/ Services if later, except as specified otherwise in the PO or CTC or if restricted under mandatory Applicable Laws. Where the day nominated or determined for payment is not a day on which banks are open for general business in the country in which the Buyer is located ("Working Day"), then the day for payment shall be the first Working Day after the day nominated or determined.	4.3. 付款條款為收到發票或者收到本產品/服務（如晚於發票）後的 90 日內，除了在 PO 或 CTC 中另有約定，或有適用法律強制性限制的情況。如指定或決定的付款日當日並非買方所在國的銀行一般營業日（「工作日」），付款日應順延至指定或決定日期後的第一個工作日。
<b>5. Warranties, Representations, Undertakings and Indemnities</b>	<b>5.擔保、陳述、保證和賠償</b>
The Supplier represents, warrants and undertakes to the Buyer that:	供應商向買方陳述、擔保並保證：
5.1. it possesses the requisite skill, experience, knowledge, personnel and facilities necessary to fulfill its obligations under this Agreement. Supplier further possesses and/or is in compliance with all necessary licences, intellectual property ("IP") rights, permits and approvals required to execute, deliver and perform its obligations under this Agreement;	5.1. 其具有履行協議所有義務的必要技術、經驗、知識、人員和設施。供應商還擁有及/或遵守為執行、交付和履行協議所有義務所必要的智慧財產權（「IP」）、授權、許可和核准；
5.2. at the time of provision, the Products/ Services shall, where applicable, be (a) supplied or manufactured in accordance with the specifications for such Products/Services as approved or provided by Buyer ("Specifications"), (b) of good quality, (c) free from any defects, (d) fit for the purpose for which they are reasonably expected to be used and (e) free from any liens, claims, pledges or other encumbrances;	5.2. 在供貨之時，本產品/服務應（a）按照買方同意或提供的此類產品/服務的規格（「規格」）供貨或製造，（b）品質好，（c）沒有缺陷，（d）符合合理預期使用的目的，且（e）沒有質押、索賠、抵押或者其他所有權負擔；
5.3. the Products/ Services and their supply, sourcing, manufacture, packaging, sale, delivery or the use by the Buyer thereof shall not infringe the IP rights of any third party. In the event of a third party claim for IP infringement in breach of the Agreement, the Supplier shall be liable for, and shall indemnify, defend and hold harmless all UGCs from and against all losses incurred in connection with such claim;	5.3. 本產品/服務及其供應、採購、製造、包裝、銷售、交付或者買方對其的使用都不得侵犯任何第三方的 IP。在第三方就違反協議的 IP 侵權索賠，供應商應當負責、賠償、補償所有 UGC 與該索賠相關的所有損害與損失；
5.4. it shall and the applicable Products/ Services supplied shall comply with all relevant laws, including but not limited to governmental, legal, regulatory and professional requirements ("Applicable Laws") in force in the countries of manufacture, supply and/or receipt of the Products/ Services and any countries of which it has been notified where the Buyer will use the Products/Services or sell products incorporating the Products and the Supplier shall provide Buyer with the information reasonably required by Buyer in order for Buyer to utilise the Products/ Services in compliance with Applicable Laws.	5.4. 其應，且所提供的本產品/服務應，遵守或符合相關法律，包括但不限於在製造、供貨和/或者收受本產品/服務的國家以及供應商被告知買方將會使用本產品/服務或者銷售函本產品的產品的任何國家所生效的政府性、法律性、監管性和專業性要求（「適用法律」），且供應商應提供買方合理要求的資訊，以便買方按照適用法律使用本產品/服務。

<b>6. Responsible Sourcing Policy and Anti-Bribery Compliance</b>	<b>6. 企業社會責任採購政策及反賄賂承諾</b>
6.1. Supplier acknowledges that it has read the Unilever Responsible Sourcing Policy (the "RSP") and understands that it replaces all previous supplier codes. Supplier agrees:	6.1 供應商承認其已閱讀聯合利華企業社會責任採購政策（下稱「企業社會責任採購政策」）並瞭解該政策取代所有先前的供應商守則。供應商並同意：
a) that all entities of the Supplier group will comply with the Mandatory Requirements set out in the RSP (the "Mandatory Requirements"); and	a) 供應商集團下所有的法人實體將遵循企業社會責任採購政策中的強制性規定（以下稱「強制性規定」）；且
b) to take at its own cost any action reasonably required by Unilever to:	b) 自行承擔費用，以完成聯合利華合理要求的任何行為：
(i) verify compliance by all entities of the Supplier group with the Mandatory Requirements; and	(i) 證明供應商集團下所有法人實體皆遵從強制性規定；及
(ii) rectify any non-compliance by an entity of the Supplier group within the timeframe stipulated by Unilever.	(ii) 在聯合利華規定的時間內，改正供應商集團下任一法人實體未遵從強制性規定的情形。
6.2. Consistent with its undertakings under (6.1) above, Supplier undertakes that:	6.2 為與上述條款(6.1)中之承諾相符，供應商承諾下列事項：
(a) to the best of its knowledge (reasonable enquiries having been conducted by the Supplier), at the date of entering into force of this Agreement, neither it, nor its directors, officers or employees, have directly or indirectly, paid, promised or offered to pay, authorised the payment of, or accepted any undue money or other advantage of any kind in any way connected with the Supplier's relationship with Unilever under this Agreement or otherwise;	(a) 於本合約生效日起，供應商已盡其最大注意義務(供應商已執行合理的調查)，確保不論是其或其董事、代表人、或員工，皆沒有因供應商及聯合利華依本合約或依其他任何方式之關係，為直接或間接支付、承諾或提議支付、授權支付，或接受任何不正當之金錢或其他任何種類之利益；
(b) neither it, nor its directors, officers or employees, will violate any applicable anti-bribery laws or standards. Specifically, Supplier agrees that it will not, directly or indirectly, pay, promise or offer to pay, accept or authorise the payment of any undue money or other advantage to a public official or representative of a State-owned enterprise, or to any person or entity in connection with the improper performance of any public or business function or activity. In addition, no payment shall be made to anyone for any reason on behalf of or for the benefit of Unilever which is not properly and accurately recorded in the Supplier's books and records, including amount, purpose and recipient, all of which shall be maintained with supporting documentation;	(b) 不論供應商或其董事、代表人或員工，皆不會違反任何適用之反賄賂法律或規範。具體而言，供應商同意將不會直接或間接支付、承諾或提議支付、接受或授權支付任何不正當之金錢或其他利益予政府官員或國營企業代表，或予任何跟公共或商業單位、活動的不恰當行為有關聯的個人或實體。此外，不論基於何種理由，未適當及正確地記載於供應商之帳冊或紀錄中（包括數額、目的及收受者，且必須與支持文件一起留存）之付款，不論係代表聯合利華或為聯合利華之利益，皆不得為之；
(c) it shall not and shall not authorize its subcontractors, agents or other third parties to request, agree to receive or accept a financial or other advantage where, in anticipation of or in consequence thereof, a relevant function or activity is or may be performed improperly;	(c) 供應商不應期待或預見相關單位或活動為(或可能為)不正當的行為，而要求、同意收受或接受金融上的利益或其他利益，亦不應授權其下游承包商、代理人或其他任意第三人因此要求、同意收受或接受金融上的利益或其他利益；
(d) it has taken and will continue to take reasonable measures to prevent its subcontractors, agents or any other third parties, subject to its control or determining influence, from engaging in any conduct that would contravene (a), (b) or (c) above.	(d) 供應商已採取且將持續採取合理措施，以防止其下游承包商、代理人或任何其他受其控制或受決定性影響之任意第三人從事任何將違反上述(a)、(b)或(c)條款之行為。
Supplier acknowledges the importance that all entities of the Supplier group comply with the Mandatory Requirements set out in the RSP together with the requirements at 6.2 (a), (b) and (c) above. Further, Supplier undertakes to notify Unilever if it learns of or has reason to believe that any breach of any such obligation has	就供應商集團下所有法人實體對於企業社會責任採購政策中強制性規定及上述第 6.2 (a)、(b)與(c)條款的遵從，供應商瞭解其中之重要性。甚且，供應商保證，如其得知或有理由相信已有任何違反其義務之情形發生，應通知聯合利華。  若供應商集團中任一成員未能符合企業社會責任採購政策中強制性規定、上述第 6.2

<p>occurred.</p> <p>If any member of the Supplier Group fails to meet the relevant Mandatory Requirements in the RSP or any of the representations and/or warranties set out in 6.2 (a), (b) and (c) above, then where Unilever considers that such a breach can be remediated, Supplier shall take all further steps as reasonably stipulated by Unilever to remedy the breach, including the implementation of adequate procedures so that no such breach will arise again.</p> <p>Where concerns arising out of the breach are material and the breach cannot be or is not remedied in accordance with the requirements set out above, Unilever reserves the right to terminate this Agreement with immediate effect. In the event that Unilever terminates this Agreement under this provision, without prejudice to any charges owing or any other pre-existing liabilities, no member of the Supplier Group shall be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.</p> <p>The RSP including the Mandatory Requirements can be accessed on: <a href="http://www.unilever.com/responsible-sourcing-policy/">http://www.unilever.com/responsible-sourcing-policy/</a>.</p>	<p>(a)、(b)與(c)條款中的任何陳述及/或保證，而聯合利華認為該等違約行為可被改正時，供應商應在聯合利華合理規定的時間內，採取任何必要措施以改正該違約行為，包含實施適當的程序避免該等違約行為將來再次發生。</p> <p>當違約行為產生重大疑慮，且無法、或未依照上述條件被改正，聯合利華有權立即終止本合約。不論在終止前是否有其他第三人參與或簽訂本合約下之任何活動或協議，如果聯合利華根據本條款終止本合約，在不影響任何未付款項或任何已存在的義務下，供應商集團中的任何成員皆無權請求補償或任何進一步的賠償。</p> <p>企業社會責任採購政策（包括強制性規定）可在此網址取得： <a href="http://www.unilever.com/responsible-sourcing-policy/">http://www.unilever.com/responsible-sourcing-policy/</a>.</p>	<p>to be a breach by the Supplier. Except to the extent required under Applicable Laws or necessary for the performance of remaining obligations under the Agreement, all Confidential Information shall be returned to the Buyer or, if requested, destroyed on termination or expiry of the Agreement.</p>	
<p>6.3. Where reasonably required by Unilever, Supplier shall (at the Supplier's own cost) register with Unilever's Supplier Qualification System ("USQS") and complete any steps required to achieve compliance.</p>	<p>6.3 於聯合利華合理要求時，供應商應當自費在聯合利華的供應商資格系統（“USQS”）註冊，並完成所有表示遵守的步驟。</p>	<p><b>8. Intellectual Property Rights</b></p>	<p><b>8.智慧財產權</b></p>
<p>6.4. Supplier must complete a questionnaire, provided from time to time by Unilever, designed to identify the potential presence of "conflict minerals" (as defined under Applicable Laws) in any Products. If requested by Unilever based on the results of such questionnaire, Supplier must perform appropriate due diligence on its supply chain in order to identify the actual presence and origin of conflict minerals in any Product no later than thirty (30) days following each calendar year. Unilever may not necessarily ask Supplier to complete a questionnaire if Unilever determines the Products Supplier provides do not contain conflict minerals.</p>	<p>6.4 供應商應完成聯合利華隨時提供的問卷，以確定本產品是否包含“衝突礦物”（定義根據適用法律）。於聯合利華依據問卷結果而要求時，供應商必須在每個日曆年的 30 天內對其供應鏈進行適當的盡職調查，查明本產品裡的衝突礦物的是否存在與來源。如聯合利華認為供應商提供的本產品不包含衝突礦物，供應商可能無須完成問卷。</p>	<p>8.1. Each party shall remain the owner of all IP owned by it before the start of its relationship with the other party independently or created outside the scope of such relationship ("Background IP"). The Buyer shall remain the owner of IP, whether existing or future, relating to or created in the course of the Supplier's performance of its obligations under the Agreement and as such Supplier shall assign and shall procure that all third parties assign to the Buyer with full title guarantee, the IP rights in the deliverables, including any customisations to the Products/ Services, but excluding the Supplier's Background IP. Where assignment of title is not legally feasible, Supplier hereby grants and shall procure that all third parties grant to Unilever/Buyer, a world-wide, perpetual, irrevocable, non-exclusive, assignable, royalty-free licence (with full right to sublicense) to use, reproduce, exploit, modify, alter or integrate the Products/ Services without restriction. For all copyright work created under this Agreement, Supplier shall complete and maintain a copyright record form containing all necessary information including the author, work, date and place.</p> <p>8.2. Each Supplier shall permit the use of its and its affiliates' Background IP, to the extent reasonably necessary in order for any UGC and its respective suppliers, copackers and repackers to utilize customized IP owned or licensed by any UGC ("Unilever IP") under the Agreement to make, use, modify, incorporate, develop or supply the Products/ Services.</p> <p>8.3. The Supplier a) shall supply all Products/ Services that require Unilever IP exclusively for each Buyer and (b) shall not and shall procure that its affiliates do not supply such Products/ Services or any components that contain Unilever IP (or any products which embody any Unilever IP) to, or permit them to be provided, distributed or sold, directly or indirectly, to any person other than a UGC or a third party nominated by a UGC, including co-manufacturers, copackers and repackers ("Third Party"). No Supplier shall sell, market or distribute any lookalikes, counterfeit, defective or surplus products containing or embodying any Unilever IP.</p> <p>8.4. The Supplier shall ensure all defective, obsolete or excess materials containing Unilever IP are rendered unsuitable for usage. The Supplier shall provide evidence of compliance with this provision to Buyer when required.</p>	<p>8.1 各方應是在與另外一方的關係開始前獨立擁有的或在該關係範圍外所創造的全部 IP（「背景 IP」）的所有者。與供應商履行協議義務相關或在履行過程中創造的任何現有或未來的 IP 皆為買方擁有，供應商因此應以各種交付方式轉讓和確保第三方轉讓完整的 IP 權利予買方，包括本產品/服務的客製化部分，但不包括供應商的背景 IP。當所有權的轉讓在法律上不可行時，供應商茲此同意，並確保所有第三方，授予聯合利華/買方一個全球性、永久性、不可撤回、非專屬、可轉讓、無權利金的授權（具有再授權的全部權利），以便不受限制地使用、再生產、開發、修改、變更或整合於本產品/服務。對於根據協議產生的所有著作物，供應商應完成並維護著作權記錄表，裏面包含所有的必要資訊，包括作者、作品、日期和地點。</p> <p>8.2 每個供應商應允許在合理必須的範圍內使用其以及其關係企業的背景 IP，以便任何 UGC 及其各自的供應商、合作包裝商和重新包裝商根據協議來使用任何 UGC 擁有或授權的客製化 IP（「聯合利華 IP」），來製造、使用、修改、整合、開發或供應本產品/服務。</p> <p>8.3 供應商（a）應只為每位買家提供包含聯合利華 IP 的本產品/服務，（b）不應並且應確保其關係企業不會，提供該等本產品/服務或包含聯合利華 IP 的任何成分（或者包含任何聯合利華 IP 的產品），或者讓它們直接或間接地被提供、經銷或出售給除了 UGC 或者 UGC 指定的第三方以外的任何人，包括合作生產商、合作包裝商和重新包裝商（「第三方」）。供應商不得出售、行銷或經銷任何包含或實現聯合利華 IP 的類似品、仿製品、有缺陷的或者剩餘產品。</p> <p>8.4 供應商應確保所有包含聯合利華 IP 的有缺陷的、廢棄的或多餘的材料無法再使用。供應商應於買方要求時，向買方提供遵從本條款的證明。</p>
<p><b>7. Confidentiality</b></p>	<p><b>7.保密</b></p>	<p>9. Records, Business Continuity, Data Protection and Privacy</p>	<p><b>9.記錄、業務連續性、資料保護和隱私</b></p>
<p>7.1. The Buyer will disclose or make available to the Supplier information relating to Unilever group business or products ("Confidential Information"). The existence and content of these Terms and the Agreement are also Confidential Information.</p>	<p>7.1 買方將向供應商揭露或者讓其可以獲得關於聯合利華集團業務或產品的資訊（「機密資訊」）。本條款和協議的存在及內容亦為機密資訊。</p>	<p>9.1. The Supplier shall keep appropriate records (including in respect of ingredients, components and quality control of Products) for no less than: 5 years; or 7 years for financial information. The Supplier shall at all times upon reasonable notice, allow the Buyer to enter, access, inspect and audit (i) all information, documentation and records related to the Products/ Services, and (ii) the location,</p>	<p>9.1 供應商應保持不少於 5 年的適當記錄（包括產品的原料、成分和品質控制），財務資訊需 7 年。供應商在收到合理通知後，要隨時允許買方進入、存取、檢查和稽核 (i) 所有與本產品/服務相關的資訊、檔案和記錄，以及 (ii) 供應商準備、生產、包裝、儲存、處理和供應本產品/服務的位置、設備、存貨、使用的方法和執行。</p>
<p>7.2. The Supplier undertakes (a) to keep all Confidential Information strictly confidential and (b) not to use any Confidential Information for any purpose other than in complying with its obligations under the Agreement and (c) not to disclose any Confidential Information to any person other than its officers and employees, except to the extent it is necessary for the purpose of performing its obligations under the Agreement. The undertaking shall not apply to the extent Confidential Information is information in the public domain through no fault of the Supplier or the Supplier is required to disclose it by law. Any breach of the Supplier's obligations under this clause by its officers and employees shall be deemed</p>	<p>7.2 供應商承諾 (a) 嚴格確保所有機密資訊的機密性，以及 (b) 除了履行協議的義務之外，不會以任何目的使用機密資訊，及 (c) 除了其管理人員和員工在履行協議義務的範圍之外，不將機密資訊揭露給任何人。本保密承諾不適用於在供應商沒有過錯而得從公共領域獲知的機密資訊，或供應商依法必須揭露的機密資訊。供應商管理人員和員工對此條款內的供應商義務的任何違反都被視為供應商的違約。除了適用法律的要求或出於履行協議其他義務的必要範圍外，在協議終止或到期時，所有機密資訊都應歸還給買方，或者，在買方要求時銷毀。</p>		

equipment, stocks, methods used and performance by the Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Products/ Services.	
9.2. The Supplier shall reliably back up all data provided, used or generated in connection with the Products/Services (with respect to electronic data, in encrypted form of no less than 256 bit key strength) and shall otherwise establish and maintain adequate safeguards against the destruction or loss of such data in the possession or control of the Supplier.	9.2. 供應商應可靠備份所有與本產品/服務相關所提供、使用或者產生的資料(如為電磁資料, 要以256位元以上密鑰強度加密), 並應建立和維持其他足夠的保護措施, 以免供應商擁有或控制的資料損毀或遺失。
9.3. When processing personal data, each Party must comply with applicable Data Protection Legislation (including, but not limited to the European Data Protection Legislation) at all times during the Term of this agreement	9.3. 於本條款有效期間內, 各方處理個人資料時應遵守適用之個人資料保護法(包括但不限於歐洲資料保護法)。
9.4. Where the Supplier processes personal data, the Supplier shall comply with the mandatory terms set out below: a. It shall use the personal data provided only as strictly necessary to perform the obligations as required under this Agreement and maintain written records of all categories of processing of personal data, including the subject matter, duration, nature and purpose of the processing together with the categories of data subject and types of personal data processed by the Supplier on behalf the Buyer; b. It shall assess the need for a Data Protection Officer and have in place arrangements to ensure it protects data subjects' rights, including providing assistance to the Buyer in the event of the Buyer receiving a request to provide a data subject with access to their personal data; c. Where it appoints sub-processors, it will ensure that any such appointment is done under written contract and that the obligations and processing carried out are consistent with the specific processing set out in this Agreement; d. It shall not disclose or transfer the Buyer's personal data to third parties without the prior written consent of the Buyer (such consent not to be unreasonably withheld) and subject to the entity receiving the Buyer's personal data being located in a territory which is subject to a requirement to provide adequate protection for personal data under applicable Data Protection Legislation; or where the Supplier and/ or the entity has entered into the Standard Contractual Clauses or is subject to an equivalent mechanism approved by relevant authorities pursuant to applicable Data Protection Legislation, prior to receiving the Buyer's personal data; e. It shall ensure it does not knowingly or negligently do or omit to do anything which places it or the Buyer in breach of its obligations under the Data Protection Legislation; and f. It shall immediately inform the Buyer of any accidental, unauthorized or unlawful access, loss, destruction, theft, use, disclosure or alteration of personal data or any other non-compliance with the Agreement (a "Data Breach") giving detailed reasons for the Data Breach and at no additional cost to the Buyer, take steps to mitigate the risk and provide any assistance that may reasonably be required by the Buyer.	9.4 處理個人資料時, 供應商應遵守以下強制性條款: a. 供應商僅得於執行本條款義務之必要範圍內使用個人資料, 並保留所有類別的個人資料書面處理記錄, 包括處理的主題、持續時間、性質、處理目的以及代表買方處理的資料類型; b. 供應商應評估個人資料保護官之需求並做出適當之安排以確保該個人資料主體之權利, 包括在買方收到個人資料主體請求訪問其個人資料時提供幫助; c. 在委任子處理者之情況下, 供應商應確保所有此類委任均有書面協議, 且該協議內所規範之義務及處理程序應與本條款內所規定者一致; d. 未經買方事先書面同意(該同意未被不合理地拒絕時), 供應商不得揭露或移轉買方個人資料予第三方, 且接收買方個人資料之實體, 其所在地區之個人資料保護法應不低於原區域所適用之個人資料保護法; 或者, 在收到買方個人資料前, 供應商和/或實體應已訂妥標準合約條款、或受相關政府機構核准的類似機制拘束; e. 無論是故意、過失或疏漏, 供應商應確保買方不會因其作為或不作為而違反相關之個人資料保護法; 和 f. 供應商應立即通知買方任何意外的、未經授權的、或非法的訪問、丟失、破壞、盜竊、使用、披露或更改個人資料或任何其他不遵守協議("資料洩露")的詳細原因。供應商所為之前述通知及所採取相應之降低風險之作為, 不應向買方收取任何費用。
9.5. The definitions below will have the following meaning: a. "Standard Contractual Clauses	9.5. 下列所定義的詞句其所代表的意思如下: a) 「標準合約條款」是指 2010 年

"means the standard contractual clauses annex to the EU Commission Decision 2010/87/EU of 5 February 2010 for the transfer of personal data to processors established in Third Countries (and any successor clauses); b. "personal data" means any information provided by or on behalf of Buyer to Supplier, relating to an identified or an identifiable natural person, or as otherwise defined under applicable Data Protection Legislation; c. "process" have the meaning given to them in the GDPR; d. "GDPR" means the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); e. "Data Protection Legislation" means any applicable law relating to the Processing, privacy, and use of Personal Data including, without limitation: (i) EU Council Directives 95/46/EC and 2002/58/EC; (ii) the GDPR; (iii) any corresponding or equivalent national laws or regulations.	2 月 5 日歐盟委員會第 2010/87 / EU 號決定關於將個人數據轉讓給第三國(和任何後續條款)的加工商的標準合同條款附件; b) 「個人資料」是指由買或其代表提供給供應商的任何與已識別或可識別的自然人有關的信息, 或根據適用的數據保護法規定義的信息; c) 「處理」的意思如同在 GDPR 中的定義; d) 「GDPR」是指歐洲議會和理事會在保護自然人部分關於處理個人資料和自由移轉這些資料以及廢止第 95/46 / EC 號指令的規定(全稱是: 一般資料保護規定); e) 「資料保護規定」是指與處理、隱私及使用個人資料有關的任何適用法律, 包括但不限於: (i) 歐盟理事會第 95/46/EC 號指令和 2002/58/EC 號指令; (ii) GDPR; (iii) 任何相應的或相當的國家法律或法規。
<b>10. Term and Termination</b>	<b>10.合約期限和終止</b>
10.1.The Agreement shall apply until the expiry or termination of all relevant periods or fulfilment of relevant volumes specified in any part of the Agreement.	10.1.在相關期間到期或終止前, 或協議內任何部分的特定相關內容的履行完畢前, 協議始終有效。
10.2.The Agreement may be terminated earlier in whole or part by the Buyer without any penalty or further obligation or liability:	10.2.在下列情形中買方得提前全部或者部分終止協議, 且不負任何違約金、更多的義務或其他責任:
a) on 10 days' written notice in the event of material breach of this Agreement by the Supplier or breach by the Supplier of more than 20% of the number of POs submitted by the Buyer in any preceding 3 month period;	a) 在供應商重大違反協議, 或供應商在任任何連續 3 個月內違約的數量大於買家提交 PO 張數張數的 20%, 買方得以 10 天前書面通知;
b) on no less than 7 days' written notice where there is material or deliberate or persistent non-compliance with clause 6.1;	b) 出現重大違反或故意、持續性的不遵守第 6.1 條時, 買方得以 7 天前書面通知;
c) on giving notice in the event of a Force Majeure Event affecting the Supplier which continues for more than 10 days;	c) 出現不可抗力事件影響供應商超過 10 天時, 買方得隨時通知;
d) for convenience on 30 days' written notice (subject to mandatory local laws requiring a longer notice period); or	d) 買方得隨時以 30 天前書面通知(或依當地法律強制要求更長的通知期限); 或
e) immediately or at a later specified date if the Supplier becomes insolvent or enters into administration or is unable to pay its debts as they fall due or threatens to do any of the foregoing or the equivalent.	e) 如供應商破產或進入清算程序、債務到期時無法償還, 或者可能發生前述或同等事宜時, 協議得立即或在買方指定的較晚日期終止。
10.3.Any individual PO under this Agreement may be terminated earlier by the Supplier on giving 30 days' notice where any invoiced and undisputed sums due under such PO, remain unpaid for a period of 60 days after the applicable due date provided such notice states that a failure to pay within 30 days will result in the termination of that PO.	10.3.供應商得以 30 天前書面通知終止協議適用的任何 PO, 如該 PO 的任何已開立發票且無爭議的金額已到期, 而在所適用的到期日 60 天后仍未付款, 但該終止通知應載明 30 天內未付款會導致該 PO 的終止。
10.4.Expiry or termination of the Agreement (in whole or part) shall not affect clauses 1.4, 3.3, 3.4, 3.5, 3.6, 5, 7, 8, 9.1, 10.4, 11, 12 Annex A 2 or any clause expressed or designed to survive expiry or termination.	10.4.協議的到期或終止(全部或部分)不影響第 1.4、3.3、3.4、3.5、3.6、5、7、8、9.1、10.4、11、12 條、附件 A 第 2 條, 或何明示或設計在到期或終止後仍應有效的條款。
<b>11. Miscellaneous</b>	<b>11.其他</b>
11.1.References to "Unilever" or "Unilever group" mean Unilever PLC, Unilever N.V. and any company or	11.1.「聯合利華」或「聯合利華集團」指的是 Unilever PLC、Unilever N.V.以及該二

partnership from time to time in which either or both directly or indirectly owns or controls the voting rights attached to not less than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of the board.	公司各自或共同隨時直接或間接擁有或控制不少於 50% 的已發行普通股資本的投票權的公司或合夥事業，或者直接或間接控制董事會過半數成員任命的公司。	Force Majeure Event in the best possible way. Failure of mechanical equipment, computer hardware and/or telecommunications equipment, failure of software, power outages, changes in economic conditions, costs and/or delivery of raw materials, and strike and other labour dispute of any Supplier's representatives (or its affiliates or their representatives) shall not be a Force Majeure Event of the Supplier.	的任何代表（或者其關係企業或他們的代表）的罷工和其他勞工爭議皆非供應商的不可抗力事件。
11.2.The Buyer may assign the Agreement in part or in full to another UGC or, in the event of an acquisition of Buyer's business to which the Agreement relates, to the purchaser of such business. Otherwise, no party shall without the prior written consent of the other assign (including by operation of law) or otherwise dispose of the Agreement in whole or part or subcontract any duties or obligations under the Agreement to any third party.	11.2. 買方得將協議的一部分或全部轉讓給另一個 UGC，或者，在買方與協議相關的業務被併購的情況下，轉讓給該業務的購買者。除此之外，任何一方未得他方事前書面同意不得全部或者部分轉讓（包括根據法律適用的情形）或以其他方式處份協議，或者將協議的任何責任或義務轉包或分包給第三方。	11.10. If any provision or part of any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable law, the remaining parts of that provision or of the Agreement shall not in any way be affected. The parties agree to modify or attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision in order to achieve to the greatest extent possible the same effect.	11.10. 如果協議任何條款或部分依法為或成為非法、無效或無法執行，該條款或協議的其他部分均不受任何形式的影響。各方同意修改或嘗試以合法、有效或可執行的條款代替非法、無效或不可執行的條款，來實現最大程度上可能的相同效果。
11.3. In respect of any payment to the Supplier, the Buyer may at any time, without notice to the Supplier, deduct or set off any sum payable by the Supplier to the Buyer.	11.3. 買方得隨時無須通知供應商，自付予供應商的任何款項中，扣除或抵消任何供應商應付給買方的款項。	11.11. If where the Supplier is based the official language is not English, the parties may agree to append to the Agreement (or part) a translation of the Agreement (or part) in the local language. In the event of any conflict between the English and the local language version of the Agreement (or part), the parties agree that the English version shall prevail.	11.11. 如果供應商所在地的官方語言不是英語，各方同意在協議（或部分）附加協議（或部分）的當地語言翻譯。如果英語版本和當地語言版本的協議（或部分）出現衝突，各方同意以英語版本為準。
11.4.No delay or failure to exercise by any party any of its rights, powers or remedies under or in connection with the Agreement shall operate as a waiver of that right, power or remedy. No amendment or variation to any part of the Agreement or any waiver or release of any right, power or remedy of a party shall be of any effect unless it is agreed in writing (excluding email) by each party.	11.4. 任何一方遲延或未履行協議或者與協議相關的任何權利、權能或者救濟皆不視為放棄該權利、權能或救濟。對於協議何部分的修改或改變，或者一方對於任何權利、權能或救濟的放棄或免除是無效的，除非經各方書面（不包括電子郵件）同意。	<b>12. Laws and Jurisdiction</b>	<b>12. 法律和管轄</b>
11.5.The Supplier is an independent contractor engaged by the Buyer to supply the Products/ Services. Nothing in the Agreement shall make the Supplier the legal representative or agent of (or be in partnership with) the Buyer nor shall any of them have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of, the Buyer.	11.5. 供應商是一個獨立的立約人，應買方提供本產品/服務。協議的任何內容皆不能使供應商成為買方的法定代表人或代理人（或者是合夥關係），任何一方皆無權利或授權以買方名義或者代表買方承擔、發生、或者引發任何明示或暗示的責任或義務。	12.1.Unless otherwise specified in a CTC, the Agreement is governed by and construed in accordance with the laws of the following countries and their courts shall have exclusive jurisdiction to settle any dispute which arises under or in connection with the Agreement. Where the Buyer is Unilever Supply Chain Company AG, Unilever Business and Marketing Support AG or Unilever Americas Supply Chain Company AG, the applicable law and jurisdiction is English. Where the Buyer is Unilever Asia Private Limited, the applicable law and jurisdiction is Singapore. In all other cases the applicable law and jurisdiction is that of the country where Buyer is registered. The application of the 1980 Vienna Convention on the International Sale of Goods is excluded.	12.1. 除非在 CTC 中另有特別約定，協議按下列國家法律適用與解釋，該國的法庭對於根據協議或者與其相關的爭議具有專屬管轄權。當買方是 Unilever Supply Chain Company AG、Unilever Business and Marketing Support AG 或 Unilever Americas Supply Chain Company AG 時，準據法和管轄地是英國。如果買方是 Unilever Asia Private Limited，準據法和管轄地是新加坡。在所有其他情況下，準據法和管轄地是買方註冊的國家。1980 年的《維也納國際貨物銷售公約》不適用於協議。
11.6.The Supplier is and remains responsible for its employees, subcontractors, agents and representatives. The Supplier is not relieved of liability for and no obligations in relation to these persons pass to the Buyer or any UGC as a result of the Agreement.	11.6. 供應商係且應對其員工、分包商、代理人和代表人負責。根據協定，供應商不能免除對這些人的責任和義務，有關這些人的責任和義務亦不能因協議轉嫁給買方或者任何 UGC。	<b>Annex A - Specific provisions for the supply of Products</b>	<b>附件 A - 產品供應特別條款</b>
11.7.Supplier hereby transfers, conveys and assigns to Buyer all right, title and interest in and to all claims and/or causes of action that Supplier may have under the antitrust or competition laws of any applicable jurisdiction arising out of or relating to Supplier's purchases of any item that was, is or will be supplied by Supplier to Buyer. Upon request by Buyer, Supplier shall promptly execute assignments of claims or causes of action to evidence the foregoing assignment.	11.7. 供應商茲此將源因或有關在過去、現在或將來供應予買方所購買的項目所生的所有反壟斷或競爭法權利、權益和利益的索賠權和/或訴因轉移、轉讓和移轉予買方。經買方要求，供應商應及時簽署和執行索賠權或訴因轉讓以證明先前的轉讓。	These clauses apply to the extent the Supplier supplies Products.	以下條款適用於供應商提供本產品的情形。
11.8.No one other than a party to the Agreement, their successors and permitted assignees and UGCs upon whom the Agreement confers a benefit shall have any right to enforce any of its terms.	11.8. 除了協議的各方、其繼受者和獲准的受讓人以及協議授予權益的 UGC 外，其他人無權執行其中的任何條款。	1. The Products will be delivered in accordance with the details provided in the CTC or PO or other agreed written instructions. Save as otherwise provided, title and risk shall pass to the Buyer on delivery. Delivery terms shall be interpreted in accordance with the current edition of Incoterms at the time the PO is issued. Each shipment of Products will be accompanied by all documentation required under Applicable Laws.	1. 本產品將按照 CTC 或 PO 的詳細約定或者其他書面同意的文件交付。除非另有規定，所有權和風險在交付時都應移轉給買方。交付條款應按照 PO 發出時的《國貿條規》版本解釋。本產品的每次裝運應附有適用法律要求的全部文件。
11.9. If any party is as a result of an event beyond its reasonable control unable to perform all or any part of its obligations under the Agreement (and such an event shall include being unable to, in relation to the Buyer, receive, accept or use Products) ("Force Majeure Event"), then the party suffering such disability shall be excused from such performance for as long as and to the extent that such inability continues, provided it complies with this clause. The party disabled by a Force Majeure Event shall use all reasonable endeavours to mitigate the effect of the	11.9. 如果任何一方由於無法合理控制的事件致其不能履行協議的全部或部分義務（就買方而言，此類事件應包括不能收到、接受或使用本產品）（「不可抗力事件」），只要其遵守本條款，且在該不可抗力事件持續期間，遭受該事件的一方可以免除義務的履行。遭受不可抗力事件的一方應當盡合理努力，以盡可能最好的方式來減輕不可抗力事件的影響。機械設備、電腦硬體和/或者電信設備的故障、軟體故障、停電、經濟狀況、原料的成本和/或交付的變化、供應商	2. The Supplier shall: (a) only supply Products from a location approved by the Buyer; (b) at its expense, ensure full traceability of Products, ingredients and components; (c) keep and provide to Buyer on request a reasonable number of samples of the Products, ingredients and components. This clause shall survive expiry or termination.	2. 供應商應：（a）只從買方同意的地點提供本產品；（b）自行承擔費用，確保本產品、原料和成分全部可追溯；（c）應買方要求，保持並提供給其合理數量的本產品、原料和成分的樣本。本條款在協議到期或終止後仍應有效。
		3. No Supplier shall without the Buyer's prior written consent (a) change the ingredients or components (including feedstock and raw materials) used to	3. 供應商在沒有得到買方事先的書面同意時不得（a）變更用於生產本產品的原料或成分（包括原料和原物料）、規格、生產程

produce the Products, Specifications, manufacturing process, approved plant or agreed delivery method, or (b) implement any changes which alter any of the Products in such a way that is not acceptable to the Buyer's technical clearance process, even if the Products are still within the Specifications.	序、已核准的工廠或者同意的交付方式，或 (b) 執行任何會變更本產品的改變，以至於無法通過買方的技術檢驗，即使本產品仍然符合規格。
4. The Supplier acknowledges that it is aware that it is not usual practice for the Buyer to inspect any Products on delivery as the Buyer relies on the Supplier's quality assurance and no Buyer shall be under any obligation to do so. All removal, destruction, storage and other costs relating to or arising out of defective or non-conforming Products shall be at the Supplier's cost and responsibility.	4. 供應商承認知悉買方在交付時檢查任何本產品並非常見做法，因為買方信賴供應商的品質保證，且買方無此義務。與有缺陷或不合規的本產品相關或由其造成的所有拆卸、損毀、儲存和其他成本都應由供應商承擔和負責。
5. If the Buyer appoints a Third Party to manufacture or process finished products for purchase by a UGC, then Buyer may require a Supplier to make an offer (or procure that an offer is made) on substantially the same terms as those set out in the Agreement for the sale and supply by the Supplier of the Products to the Third Party for the manufacture of such finished products only. If any Products are so sold to the Third Party, such supply shall be a contractual arrangement between only the Third Party and the Supplier and no UGC shall be party to or have any liability for payment of such Products.	如果買方指定第三方生產或加工 UGC 將要購買的成品，買方得要求供應商提出與協議有關供應商出售和提供的本產品予第三 方僅供生產該成品的條款實質相同的要約（或者確保有要約）。如果任何本產品出售予第三 方，該供貨應僅是第三方和供應商之間的合約安排，UGC 非合約的一方且對該產品無付款責任。
6. Unless otherwise agreed Supplier shall ensure that: (i) the Products are prepared for shipment so as to prevent damage, contamination or deterioration to the Products; (ii) packaging shall not be assembled using either rivets, steel-staples or steel wire; (iii) palletised deliveries shall be stacked neatly with no overhang; (iv) pallets shall be stable and protected with an impermeable wrap covering the entire pallet load; and (v) the Products shall be transported in clean, hygienic, physically sound conditions.	6. 除非另有合意，供應商應確保：(i) 本產品準備裝運，以防止本產品損毀、污染或變質；(ii) 包裝不能用鉚釘、鋼釘或者鋼絲組裝；(iii) 托盤裝的貨物應擺放整齊未懸空；(iv) 托盤應放穩，並用不透水包裝保護整個托盤貨物；且 (v) 本產品應在乾淨、衛生、安全的狀況進行運輸。
<b>Annex B - Country specific provisions</b>	<b>附件 B - 國家特別條款</b>
<b>USA</b> - To the extent of provision of Products/ Services in the United States and/or Puerto Rico: <b>The Equal Opportunity Clause set forth in 41 CFR 60-1.4(a) is hereby incorporated by reference. The parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime government contractors and subcontractors to employ and advance in employment qualified protected veterans. The parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime government contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.</b> The Executive Order 13496 Employee Notice Clause set forth in 29 U.S. Code of Federal Regulations Part 471 Appendix A to Subpart A is hereby incorporated.	<b>美國</b> - 對於在美國和/或波多黎各境內提供的本產品/服務，41 CFR 60-1.4(a)規定的平等機會條款也約定在此。買方和供應商應遵守 41 CFR 60-300.5(a)的要求。本規定禁止歧視合格的受保護的退伍軍人，且要求受規範的政府主承包商和分包商採取確定行動，聘雇和加強聘雇合格的受保護的退伍軍人。當事人應遵守 41 CFR 60-741.5(a)的要求。本規定禁止歧視合格的身心障礙人士，且要求受規範的政府主承包商和分包商採取確定行動，聘雇和加強聘雇合格的身心障礙人士。美國聯邦法規第 29 篇第 471 部分中，從附件 A 到次部分 A 規定的行政命令 13496 員工通知條款也約定在此。
<b>Canada</b> - The parties declare that they	<b>加拿大</b> - 各方宣佈其已要求，並在此確認要

have requested, and do hereby confirm their request, that the present document and related documents be in English; les parties déclarent qu'elles ont exigé et par les présentes confirment leur demande que la présente entente, ainsi que les documents qui s'y rattachent, soient rédigés en anglais.	求現有的文件和相關檔案紀錄皆以英語作成。
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