

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 statements of work (SOWs), project work order (PWO) and 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，例如工作說明書（「SOWs」）、專案工作單（「PWO」）和商業條款合約（「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>2.2. If any PO is sent by electronic communication, Unilever's E-Commerce Terms and Conditions available at www.unileversuppliers.com shall also apply.</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www.unileversuppliers.com獲悉),也應適用。</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>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>3. Delivery, Non-Performance & Indemnity</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>3. 交付、違約和賠償</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>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. Supply of Products and/or Services</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. 產品和/或服務供應</p> <p>1.1. 供應商應當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>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>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>(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>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>(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>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 (including continued provision of the Services) 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. On termination, supplier undertakes to return or securely delete or destroy Buyer's personal data, Confidential Information and/or commercial data.</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（包括持續提供本服務），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。協議終止時，供應商承諾返還或安全刪除或銷毀買方之個人資料、機密資訊及/或商業資訊。</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.除為了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>1.5. In case of partial termination this provision shall apply only to the work product relating to the terminated part of the Agreement.</p>	<p>1.5. 在部分終止的情況下，本條款僅適用於與協議終止部分相關的工作產品。</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、防禦並補償所有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>
<p>2. Ordering</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. 訂單</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>3.6. The Supplier shall ensure it has, and shall for the duration of the Agreement</p>	<p>3.6.供應商應確保其擁有，並在協議有效</p>



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.	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。
4. Price and Payment	4.價格和付款
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/服務的價格應當按照協議（「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 www.unileversuppliers.com	4.2.發票應當遵守 www.unileversuppliers.com 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。
5. Warranties, Representations, Undertakings and Indemnities	5.擔保、陳述、保證和賠償
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/服務或者銷售因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。
6. Responsible Sourcing Policy and Anti-Bribery Compliance	6. 企業社會責任採購政策及反賄賂承諾
6.1. Supplier acknowledges that it has read the Unilever Responsible Sourcing Policy (the "RSP") and understands that it replaces all previous supplier codes.	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：

Supplier agrees:	
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) 證明供應商集團下所有法人實體皆遵從強制性規定；及 (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。
(i) verify compliance by all entities of the Supplier group with the Mandatory Requirements; and (ii) rectify any non-compliance by an entity of the Supplier group within the timeframe stipulated by Unilever.	
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 occurred.	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，供應商瞭解其中的重要性。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。
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	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 (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

<p>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: http://www.unilever.com/responsible-sourcing-policy/.</p>	<p>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：http://www.unilever.com/responsible-sourcing-policy/.</p>	<p>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>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>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>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>8.2.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>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>8.3. 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>8.3.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），或者讓它們直接或者間接地被提供、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>7. Confidentiality</p>	<p>7. 保密</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>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 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>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>	<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>8.4.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>8. Intellectual Property Rights</p>	<p>8. 智慧財產權</p>	<p>9. Data Protection and Privacy</p>	<p>9. 資料保護和隱私</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</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</p>	<p>9.1. The definitions below will have the following meaning: "Controller", "Personal Data Breach" "Data Subject", "Personal Data" "Processing" (including the derivatives "Processed" and "Process") and "Processor", have the meanings given in the GDPR or, where relevant, the meaning of the essentially equivalent terms in other applicable Data Protection Laws; "Data Protection Laws" means any applicable law relating to the Processing, privacy, and use of Personal Data including: (i) European Parliament Regulation (EU) 2016/679 (the "GDPR"); (ii) any corresponding national laws or regulations; (iii) the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq (the "CCPA"); and (iv) corresponding guidance, codes or certification mechanisms of the relevant regulatory authority regarding such laws; "including", "includes" means "including/includes without limitation"; "UPD" means Personal Data provided or made available to Supplier by (or collected or created for) UGC or a Buyer in connection with this Agreement.</p>	<p>9.1.下列定義的詞句其所代表的意思如下： 「控制者」、「個人資料洩漏」、「資料主體」、「個人資料」、「處理」（包括衍生詞「已處理」和「處理」）和「處理者」的意思如同在 GDPR 中的定義，或者在相關情況下，其他適用的資料保護法中本質上同等詞語的定義；「資料保護法」是指與處理、隱私和使用個人資料有關適用之法令，包括：(i) 歐盟規則 (EU) 第 2016/679 號（「GDPR」）；(ii) 任何相應的國家法律或法規；(iii) 加州消費者隱私法案，即加州民法第 1798.100 條及以下（「CCPA」）；和 (iv) 就相關法律有關主管機關之相應指導方針、法典或認證制度；「包括」是指「包括但不限於」；「UPD」是指 UGC 或買方提供給供應商（或為 UGC 或買方蒐集或創設）與協議有關的個人資料。</p>

<p>9.2. Reference to laws includes subordinate legislation and means that law as amended or re-enacted from time to time.</p>	<p>9.2. 法律包括從屬立法，且是指經隨時修訂或重新頒布的法律。</p>	<p>9.11. If the Supplier receives any complaints, claims or requests in relation to Processing of UPD (particularly those relating to the exercise of Data Subject rights), it shall, without undue delay, forward such to UGC and cooperate and assist UGC with responding to such as directed by UGC.</p>	<p>9.11. 如果供應商收到有關處理 UPD 的任何投訴、索賠或要求（尤其是與行使資料主體權利有關者），供應商應不遲延地轉知 UGC，並配合和協助 UGC 按 UGC 指示作出回應。</p>
<p>9.3. A reference to UGC in this clause means UGC or the Buyer that is the Controller of the relevant Personal Data for the particular Processing.</p>	<p>9.3. 本條所指 UGC 是指 UGC 或是身為處理特定相關個人資料之資料控制者的買方。</p>	<p>9.12. The Supplier warrants it has implemented and shall maintain appropriate technical and organisational measures to protect UPD against a Personal Data Breach, which shall at all times satisfy, at a minimum, the standards required by Data Protection Laws.</p>	<p>9.12. 供應商保證其已實施且應維持適當的技術和組織措施，以保護 UPD 免受個人資料洩漏，該措施應始終至少滿足資料保護法所訂之標準。</p>
<p>9.4. For the Services, the Supplier is a Processor acting only on UGC's documented instructions. The context for and purposes of Processing UPD is the Supplier's provision of the Services under this Agreement. It will include all Processing activities required to perform the Services, will relate to various categories of Personal Data (which may include personal and contact details, employment information, marketing information, financial or payment details) and will affect Data Subjects (which may include UGC employees and staff, customer and clients), as more particularly recorded by the parties. No special categories of Personal Data will be Processed without UGC's prior written approval. UPD shall be Processed for the Agreement duration and following termination or expiry as required to comply with the deletion/return obligations below.</p>	<p>9.4. 就本服務，供應商只是依照 UGC 文件指示執行的處理者。UPD 處理的內容及目的是供應商根據協議提供的本服務。它將包括履行本服務所需的所有處理行為、將涉及各種類別的個人資料（可能包括個人和聯絡資訊、勞動資訊、行銷資訊、財務或付款資訊），並將影響資料主體（可能包括 UGC、勞工和員工、消費者及客戶），此將根據各方具體記載事項。未經 UGC 事前書面同意，任何特殊類型的個人資料均不得被處理。只能於協議期間處理 UPD，協議終止或到期後應遵守下述之刪除/返還義務。</p>	<p>9.13. If the Supplier becomes aware of any Personal Data Breach, it shall without undue delay (and in any event within 24 hours) notify UGC, investigate the Personal Data Breach, remediate/mitigate any damage and prevent re-occurrence (providing UGC with detailed related information throughout), and cooperate in informing the relevant supervisory authorities or affected Data Subjects.</p>	<p>9.13. 如果供應商得知任何個人資料侵害，不得無故拖延（且在任何情況下於 24 小時內）通知 UGC、調查個人數據資料侵害、補救/減輕任何損害並防止事件再次發生（向 UGC 提供詳細的相關資訊），並合作通知相關監管機構或受影響的資料主體。</p>
<p>9.5. The parties may, individually as separate Controllers, need to Process Personal Data of each other's representatives. The Supplier may also Process UPD for the purposes of providing the Services as a separate Controller in some respects, as agreed in writing by the parties.</p>	<p>9.5. 各方分別作為獨立的控制者，可能需要處理彼此代表人員的個人資料。經各方書面同意，供應商亦得在某些情況下作為獨立的控制者，為提供本服務目的處理 UPD。</p>	<p>9.14. The Supplier may appoint sub-processors or allow its group companies to Process UPD. The Supplier shall notify UGC before the appointment of a new or replacement sub-processor and shall provide UGC with a reasonable period of time to object to the appointment or replacement of any such sub-processor. The Supplier shall use its reasonable endeavours to respond to any objection raised by UGC including, if UGC's objection cannot be adequately addressed, the appointment of an alternative sub-processor.</p>	<p>9.14. 供應商得指派次處理者或允許其集團公司處理 UPD。供應商應於指派新的或替代的次處理者前通知 UGC，並給予 UGC 就該次處理者之任命或更換提出異議之合理期間。供應商應盡合理努力對 UGC 提出的任何異議作出回應，包括如果不能充分解決 UGC 的疑義，則應改派替代的次處理者。</p>
<p>9.6. The Supplier will only Process UPD in accordance with this Agreement as necessary to provide the Services to UGC.</p>	<p>9.6. 供應商只能為提供 UGC 本服務的必要範圍內根據協議處理 UPD。</p>	<p>9.15. Supplier shall ensure subcontractors are contractually bound to the same obligations as contained in this Agreement and shall remain fully liable to UGC for a subcontractor's performance, as well as for any of its acts or omissions relating to its Processing of Personal Data.</p>	<p>9.15. 供應商應確保承包商受合約約束承擔與協議相同的義務，並就承包商的行為和與處理個人資料有關的任何作為或不作為承擔全部責任。</p>
<p>9.7. The Supplier shall: (i) comply with and Process all UPD in accordance with applicable Data Protection Laws; (ii) cooperate and assist UGC with any data protection impact assessments and consultations with (or notifications to) or responding to questions from or investigations by regulators or supervisory authorities; and (iii) promptly inform UGC if any of its instructions infringe Data Protection Laws.</p>	<p>9.7. 供應商應：(i) 根據適用的資料保護法遵循及處理所有 UPD；(ii) 合作並協助 UGC 進行任何資料保護影響評估，並與管理監督機構進行協商（或通知）或回應其提出的問題或調查；和 (iii) 如 UGC 的指令違反資料保護法，應立即通知 UGC。</p>	<p>9.16. The Supplier (or any subcontractor) shall only transfer UPD from the UK/EEA to a country outside the EEA or an international organisation where such transfer has been approved in writing by UGC, is subject to appropriate safeguards, and otherwise complies with Data Protection Laws.</p>	<p>9.16. 供應商（或任何承包商）只能將 UPD 從英國/歐洲經濟區轉移到經 UGC 書面許可、受到適當保全且符合資料保護法之 EEA 以外之國家或國際組織。</p>
<p>9.8. Where the CCPA applies, the Parties acknowledge and agree that: (a) the Supplier shall act as a "Service Provider," as such term is defined in the CCPA, and shall collect, access, maintain, use, process and transfer UPD solely for the purpose of performing the Supplier's obligations under this Agreement for or on behalf of Company and for no commercial purpose other than the performance of such obligations; (b) the Supplier shall not sell, disclose, release, transfer, make available or otherwise communicate any UPD to any third party without the prior written consent of UGC, other than disclosures (i) to a sub-contractor for a business purpose pursuant to a written agreement to protect UPD in the same manner as provided herein, (ii) to a third party as necessary to comply with applicable laws, or (iii) as otherwise permitted by the CCPA</p>	<p>9.8. 在適用 CCPA 的情況下，各方承認並同意：(a) 供應商應擔任 CCPA 定義的「服務提供者」，並且僅能在為履行協議之供應商義務，為公司或以公司的名義，且除履行此義務外，非用於任何商業目的的情況下，收集、讀取、維護、使用、處理和移轉 UPD；(b) 未經 UGC 事前書面同意，供應商不得將任何 UPD 出售、揭露、發布、移轉、提供或以其他方式傳送給任何第三方，除非是揭露給 (i) 為營業目的而依照與協議相同方式保護 UPD 的書面協議揭露之承包商；(ii) 為遵守適用的法律而必需揭露之第三方；或 (iii) 其他 CCPA 允許之情況。</p>	<p>9.17. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 9 (promptly providing these to UGC on request) and allow for audits by UGC or its designated representatives.</p>	<p>9.17. 供應商應保持完整、正確的記錄和資訊，以證明其遵守第 9 條約定（經 UGC 要求應立即提供），並允許 UGC 或其指定代表進行查核。</p>
<p>9.9. The Supplier shall ensure that its personnel are subject to an appropriate contractual or statutory duty of confidentiality in relation to the UPD.</p>	<p>9.9. 供應商應確保其人員就 UPD 均負適當的合約上或法律上之保密義務。</p>	<p>10. Records and Business Continuity</p>	<p>10. 紀錄和業務連續性</p>
<p>9.10. Supplier personnel shall cease Processing UPD when it is no longer necessary to do so to provide the Services or earlier within 15 business days of UGC's instruction to do so unless it is subject to a legal obligation to retain the UPD. At UGC's option, the Supplier shall securely delete or return that data and shall certify to UGC in writing that it (including its group companies) and each subcontractor has done so.</p>	<p>9.10. 供應商人員應於不再需要提供本服務的時候或是更早於 UGC 指示後的 15 個營業日內停止處理 UPD，除非有保留 UPD 的法律上義務。UGC 得選擇要求供應商安全刪除或返回該資料，供應商並應書面向 UGC 證明其（包括其集團公司）以及各承包商均已履行。</p>	<p>10.1. 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, equipment, stocks, methods used and performance by the Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Products/ Services.</p>	<p>10.1 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>9.10. Supplier personnel shall cease Processing UPD when it is no longer necessary to do so to provide the Services or earlier within 15 business days of UGC's instruction to do so unless it is subject to a legal obligation to retain the UPD. At UGC's option, the Supplier shall securely delete or return that data and shall certify to UGC in writing that it (including its group companies) and each subcontractor has done so.</p>	<p>9.10. 供應商人員應於不再需要提供本服務的時候或是更早於 UGC 指示後的 15 個營業日內停止處理 UPD，除非有保留 UPD 的法律上義務。UGC 得選擇要求供應商安全刪除或返回該資料，供應商並應書面向 UGC 證明其（包括其集團公司）以及各承包商均已履行。</p>	<p>10.2. 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.</p>	<p>10.2. 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。</p>
		<p>10.3. The Supplier must manage the security of their systems with respect to identifying and resolving security</p>	<p>10.3. 供應商必須管理其系統的安全性，以識別和解決安全漏洞，並限制僅授權</p>

weaknesses and limiting access to systems/data to authorised individuals.	者有訪問系統/資料之權限。
11. Term and Termination	11. 合約期限和終止
11.1. 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.	11.1 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。
11.2. The Agreement may be terminated earlier in whole or part by the Buyer without any penalty or further obligation or liability:	11.2 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。
11.3. 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.	11.3 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。
11.4. 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, 10.1, 11.4, 12, 13 Annex A 2 or any clause expressed or designed to survive expiry or termination.	11.4. 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、10.1、11.4、12、13 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。
12. Miscellaneous	12. 其他
12.1. References to "Unilever" or "Unilever group" mean Unilever PLC and any company or partnership from time to time in which Unilever PLC directly or indirectly owns or controls the voting rights attached to more than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of the board.	12.1. 所指的“聯合利華”或“聯合利華集團”是指聯合利華公司及其不時直接或間接持有或控制已發行有表決權之普通股股份總數過半數、或可直接或間接任命董事會多數成員之他公司或合夥事業。
12.2. 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.	12.2. 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給給第三方。
12.3. 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.	12.3. 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。
12.4. 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	12.4. 任何一方遲延或未行使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

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.	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。
12.5. 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.	12.5. 供應商是一個獨立的立約人，應買於買方提供本產品/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。
12.6. 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.	12.6. 供應商係且應對其員工、分包商、代理人 and 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。
12.7. 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.	12.7. 供應商茲此將原因或有關在過去、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。
12.8. 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.	12.8. 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。
12.9. 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 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.	12.9. 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。
12.10. 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.	12.10. 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。
12.11. 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.	12.11. 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。
13. Laws and Jurisdiction	13. 法律和管轄
13.1. Unless otherwise specified in a CTC,	13.1. 除非在 CTC 中另有特別約定，協議

<p>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 where Buyer is incorporated or formed. The application of the 1980 Vienna Convention on the International Sale of Goods is excluded.</p>	<p>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設立或組織的國家。1980 年的《維也納國際貨物銷售公約》不適用於協議。</p>
<p>Annex A - Specific provisions for the supply of Products</p>	<p>附件 A - 產品供應特別條款</p>
<p>These clauses apply to the extent the Supplier supplies Products.</p>	<p>以下條款適用於供應商提供本產品的情形。</p>
<p>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.</p>	<p>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轉移給買方。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。</p>
<p>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.</p>	<p>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。</p>
<p>3. No Supplier shall without the Buyer's prior written consent (a) change the ingredients or components (including feedstock and raw materials) used to 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.</p>	<p>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。</p>
<p>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.</p>	<p>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。與有缺陷或不合格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。</p>
<p>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.</p>	<p>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。</p>
<p>6. Unless otherwise agreed Supplier</p>	<p>6. 除非另有合意，供應商應確保：(i)</p>

<p>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.</p>	<p>本產品準備裝運，以防止本產品損毀、污染或變質；(ii) 包裝不能用釘釘、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。</p>
<p>Annex B - Country specific provisions</p>	<p>附件 B - 國家特別條款</p>
<p>You must comply with the requirements set forth in the Country Specific Clauses Exhibit set forth at [https://www.unilever.com/countryspecificclauses/] that apply to certain of our transactions when goods or services are provided to members of the Unilever Group in the countries noted. We may amend this exhibit from time to time to reflect any changes required by law. If we do so, we will post the amended exhibit at [https://www.unilever.com/countryspecificclauses/], inform you and provide you with a reasonable compliance period if permitted by applicable law.</p>	<p>對位於以下網址中提到的國家的聯合利華集團成員提供商品或服務時，您必須遵守 [https://www.unilever.com/countryspecificclauses/] 中適用於某些交易的國家特別條款附件。我們可能會隨時修改此附件以反映任何法律變動。如果有修改，我們將在 [https://www.unilever.com/countryspecificclauses/] 上發布經過修改的附件，通知您並在所適用法律允許的情況下提供您合理的遵循期限。</p>