

ARCHROMA GENERAL PURCHASING TERMS AND CONDITIONS FOR GOODS
昂高货物通用采购条款

1 General 总则

1.1 Except as otherwise agreed in writing by the Parties, these General Purchasing Terms and Conditions shall apply to and form part of any and all purchasing contracts, agreements, purchase orders or any other purchasing relationships no matter orally or in writing (collectively referred to as the “Contract”) between Archroma and/or its Affiliates and Seller of the goods and the derivative services or works (collectively referred to as the “Goods”).

除双方另有书面约定外，本通用采购条款适用于昂高和/或其关联公司与卖方就提供货物及其衍生服务和和工作（统称"货物"）订立的任何及所有口头或书面采购合同、协议、订单或其他采购关系（统称"合同"）并构成其有效组成部分。

1.2 The Contract and these General Purchasing Terms and Conditions constitute the entire agreement between Seller and Archroma with respect to the delivery of the Goods and exclude and supersede any general sales terms and conditions of Seller or any other general or standard trading terms which may be written on or referred to in any quotation, offer, order confirmation, invoice or other documentation used or made available via website owned or operated by Seller (regardless whether such terms and conditions are in oral, written, electronic or any other form), and Seller hereby expressly waives any right which it otherwise might have to rely on its such terms and conditions.

合同与本通用采购条款构成卖方和昂高就货物交付的完整协议，排除并取代卖方的通用销售条款或其他可能书就于卖方使用的报价、要约、订单确认、发票或其他文件上或列载于卖方所有或经营的网站的通用或标准贸易条款（无论卖方的该等条款和条件是以口头、书面、电子或其他任何形式存在），且卖方特此明确放弃本可基于其该等条款和条件行使的任何权利。

1.3 No variation of these General Purchasing Terms and Conditions shall be effective unless expressly provided and agreed to in writing.

除以书面形式明确约定或同意外，任何对本通用采购条款的修改均不生效。

1.4 All capitalized terms used in these General Purchasing Terms and Conditions shall have the meaning specified for such terms in the Contract or Article 17 ("Definitions") of these General Purchasing Terms and Conditions.

本通用采购条款中所采用的所有大写的术语应具有合同中或本通用采购条款第 17 条（“定义”）中的此类术语的含义。

2 Conclusion of Contracts 合同订立

2.1 Archroma’s request for quotation shall not constitute or be interpreted as Archroma’s commitment or undertaking over the purchasing of the Goods from Seller. 昂高请求报价的行为不构成且不应被理解为昂高向卖方采购货物的承诺。

2.2 An offer of Seller, including a quotation for any part thereof, cannot be revoked or cancelled by Seller once accepted by Archroma via phone call (when other means appear to be impracticable in urgent cases), e-mail, fax or a separate purchase order.

卖方的要约或其中任何部分的报价，一经昂高接受，无论是通过电话（其他方法不具备可操作性的紧急情况下）、电子邮件、传真或采购订单的方式，即不可由卖方撤销或取消。

2.3 A purchase order shall be construed as binding on Seller upon being placed to Seller, provided there is no substantial change to Seller’s offer which shall be considered as a counter-offer in accordance with the applicable laws within the Jurisdiction. Such a counter-offer by Archroma in the form of a purchase order shall also have binding effect on Seller unless Seller explicitly rejects to accept such purchase order in writing within one (1) working day from the receipt of such purchase order.

采购订单自向卖方下单后即对卖方具有约束力，只要该采购订单未对卖方的要约产生实质性变更，而该变更根据管辖地所适用的法律已构成反要约。昂高以采购订单形式提交给卖方的前述反要约亦应对卖方具有约束力，除非卖方在收到该订单后的一

（1）个工作日内以书面方式明确表示拒绝。

2.4 Archroma shall only be bound by a purchase order if such purchase order is in writing and not revoked within a reasonable time at the discretion of Archroma. 唯有在昂高自主决定的合理时间内未撤销的书面订单对昂高具有约束力。

3 Price and Payment 价款和支付方式

3.1 The prices for Goods, the manner for payment, place of payment and currency shall be laid down in the Contract and/or purchase order of Archroma and Archroma shall pay Seller accordingly.

货物的价格、支付方式、支付地点及币种应于合同及/或昂高采购订单中列明。昂高应据此支付给卖方。

3.2 Except otherwise agreed in writing, the prices specified in the Contract and/or purchase order of Archroma shall be inclusive of any and all cost, expenses and charges in relation to the delivery of the Goods, including but not limited to packaging, transportation and insurance etc..

除另有书面约定外，合同和/或昂高采购订单中列明的价格应包括与交付货物相关的各类成本、支出和收费，包括但不限于包装、运输及保险等。

3.3 Unless otherwise agreed in the Contract, the prices specified in the Contract and/or purchase order of Archroma shall be inclusive of any taxes (including but not limited to VAT), withholding taxes, levies or duties now existing or hereafter enacted which relate to the sale, delivery and purchase of the Goods under the Contract.

除非在合同中另行规定，合同和/或昂高采购订单中列明的价格应已包括现有或之后颁布实施的与合同项下货物销售、交付和采购有关的各类性质的税项（包括但不限于增值税）、代扣所得税、征收税项或关税。

3.4 Unless otherwise agreed in writing, the prices for Goods during the valid term of the Contract shall be fixed.

除另有书面约定外，货物的价格在合同有效期内保持不变。

3.5 All payments shall be made within sixty (60) days from the date of receipt of legal and valid tax invoice in full amount to the satisfaction of Archroma from finance and tax perspectives, unless otherwise agreed between Seller and Archroma. 昂高应在收到符合昂高财务及税务要求的合法有效的全额税务发票之日起六十

（60）天内支付价款，但卖方和昂高间另有约定的除外。

3.6 In case the Goods have not been delivered in compliance with the terms of the Contract or these General Purchasing Terms and Conditions or Seller is otherwise in breach of its obligations under the Contract and these General Purchasing Terms and Conditions, Archroma shall be entitled to withhold payment of any invoices until the aforesaid non-compliance and breach are rectified. Payment by Archroma shall not constitute the recognition of fulfillment of Seller’s obligations

under the Contract. Archroma is also entitled to set-off the amounts payable to Seller with any and all amounts (including liquidated damages) accrued by Seller to Archroma for any reason whatsoever.

如果货物未根据合同或本通用采购条款交付，或卖方以其它方式违反合同和本通用采购条款项下的义务，昂高有权暂停相关发票的付款直至前述不符项或违约行为已被纠正。

昂高的付款行为不构成对卖方履行完毕合同项下义务的认可。昂高亦有权将卖方因任何原因应付昂高的所有金额（包括违约金）用以抵销其应向卖方支付的价款

4 Delivery 交付

4.1 Deliveries of Goods are to be made both in quantities and at the time and place specified by Archroma. Archroma will have no obligation to accept nor liability to pay for partial, excessive, early or late deliveries. Non-conforming Goods shall, if so requested by Archroma, be returned at Seller's sole risk and expense.

卖方应按昂高指定的数量及时间、地点交付货物。昂高无义务接受部分、超量、提早或延迟交付或为其承担付款责任。若昂高要求退还不符要求的货物，由卖方自行承担风险及费用负责运回。

4.2 If Seller fails to deliver the Goods at the time specified by Archroma, it shall be deemed to be in default without further notice. In such a case, Archroma may, without prejudice to other remedies available to Archroma under the Contract and these General Purchasing Terms and Conditions, at its discretion: (i) agree with Seller to a grace period for the delivery of the Goods at Seller's sole risk and expense; (ii) demand price reduction for the Goods; or (iii) cancel the delivery and all other undelivered binding orders given by Archroma in whole or in part at no compensation in any form to Seller, and demand Seller to reimburse to Archroma the prepaid purchase price of all such Goods. Furthermore, in such a case, Seller undertakes to compensate Archroma for all losses, damages and expenses reasonably incurred suffered as a result of the delay and/or the annulment of the Contract.

如卖方未能于昂高指定的时间交付货物，即视其违约而无需另行通知。在此情形下，在不影响昂高行使合同和本通用采购条款项下的其它救济方式的前提下，昂高可根据自身的判断采取下列行动：(i)与卖方另行协商交付货物的宽限期，但相关风险和费用由卖方承担；(ii)要求货物减价；或(iii)全部或部分取消交付以及昂高提交的所有其它尚未履行的有效订单而无需向卖方承担任何形式的赔偿或补偿，并要求卖方向昂高偿还所有货物的预付采购价款。此外，在此情况下，卖方承诺补偿昂高因延迟及/或合同解除遭受的一切损失、损害和合理发生的费用。

4.3 In addition, except as otherwise provided in the Contract, Seller shall pay to Archroma liquidated damages in the amount of zero point one per cent (0.1%) of the purchase price of the delayed Goods for each day that the Goods are delayed. The liquidated damages shall not exclude or limit Archroma's right to compensation from Seller for the damages, losses, costs and expenses resulting from the delay, if such damages, losses, costs and expenses exceed the amount of liquidated damages payable by Seller to Archroma.

此外，除合同另有约定外，每延迟一天，卖方还应根据延迟货物的采购价格，向昂高支付千分之一（0.1%）的违约金。如果延迟造成的损害、损失、成本和费用超过卖方向昂高支付的违约金金额，违约金不应排除或限制昂高向卖方获得相关赔偿的权利。

4.4 If Archroma undertakes to collect the Goods, delivery will take place when the Goods, if in drums, IBCs and/or other type of agreed container(s), are loaded by Seller on the truck of Archroma's carrier or, for Goods in bulk, when the Goods pass the inlet valve of the tank of Archroma's carrier.

如昂高负责接收货物，当卖方将以桶装、IBC 及/或其他约定的集装箱包装的货物装载至昂高承运人的车上时，或当散装的货物经过昂高承运人集装罐的进口时，视为交付。

4.5 If Seller undertakes delivery, delivery will take place when the Goods in drums, IBCs and/or any other type of agreed container(s) have been off-loaded by Seller and placed in a place designated by Archroma or if Archroma handles off-loading of such drums, IBCs and/or agreed container(s), where the Goods are lifted from carrier's truck or, for Goods in bulk, when the goods pass the inlet valve of the tanks of Archroma.

如卖方负责交付，当卖方已将以桶装、IBC 及/或其他约定的集装箱包装的货物卸除，并放置于昂高指定的地点时，或昂高卸除该桶装、IBC 及/或其他约定的集装箱而将货物带离承运人车辆时，或当散装的货物经过昂高集装罐的进口时，视为交付。

4.6 Archroma shall be entitled but not obliged to inspect the quality of the Goods at the time of the delivery. Archroma shall not be obliged to accept the Goods if they do not meet the requirements set forth in the Contract and these General Purchasing Terms and Conditions. Archroma's receipt of the Goods at the time of the delivery shall not release Seller from any of its warranties, obligations and liabilities under the Contract or these General Purchasing Terms and Conditions.

昂高应有权但无义务在交付时检验货物质量。如果货物不符合合同和本通用采购条款中规定的要求，昂高无义务接受该货物。昂高在交付时接收货物不应免除卖方在合同或本通用采购条款项下的保证、义务和责任。

4.7 Archroma shall have the right to make, from time to time, changes to any single purchase order and/or the Contract. If any such change causes an increase or decrease in the cost of or the time required for the delivery of the Goods, the Parties shall agree to equitable adjustments in the form of a separate supplementary agreement in writing accordingly.

昂高有权不时变更单一订单和/或合同。若该变更导致交付货物的成本或时间变动，双方应另行签署书面补充协议约定对应调整。

4.8 Seller agrees to honour and follow all instructions from Archroma concerning transportation and insurance.

卖方同意就运输及保险接受昂高的一切指示。

5 Packing and Shipment 包装与装运

5.1 Seller undertakes to pack, package, mark and/or otherwise prepare the Goods in accordance with the instructions of Archroma at no additional cost to Archroma. In the absence of such instructions from Archroma, all Goods shall be packed, packaged, marked and/or otherwise prepared in a manner which is in accordance with good commercial practices, acceptable to common carriers for shipment for the particular type of goods and at all times adequate to ensure safe arrival and delivery of the Goods at / to the named destination. If Seller fails to pack, package, mark or prepare the Goods properly, it shall be liable to compensate Archroma for all claims, losses, damages, costs and expenses suffered as a result and shall indemnify Archroma against any and all claims for losses, damages, costs and expenses suffered by third parties as a result thereof.

卖方承诺在不增加额外费用情况下，根据昂高的指示装箱、包装、标示及/或其他方式准备货物。如昂高未作此类指示，则按适当的商业惯例、普通承运人可接受的对

特定货物的装船方式和任何时候均足以保证将货物安全运抵指定目的港的方式装箱、包装、标示及/或以其他方式准备货物。如卖方未能适当地对货物进行装箱、包装、 标示或准备，其应补偿高昂由此遭受的所有索求、损失、损害、开支及支出，并赔偿第三方就其由此遭受的所有损失、损害、开支及支出向高昂的索赔。

5.2 Where containers or packaging are to be returned to Seller, this must be clearly stated on the transport documents or invoices, and the returning shall be at Seller's risk and expense unless otherwise agreed upon in writing. Archroma reserves the right to return all packages to Seller.

如集装箱或包装将归还卖方的，须在运输合同或发票上明确表示，并且卖方应承担归还的风险及费用，但另有书面约定除外。高昂保留归还所有包装的权利。

5.3 Seller shall dispatch all documents required by law and any documents required by Archroma according to Archroma's instructions and at the latest upon delivery of the Goods. If Seller fails to dispatch the required documents with the Goods, Archroma has the right to refuse to accept the delivery of such Goods. In such case, for the purposes of these General Purchasing Terms and Conditions, the Goods shall be deemed to be undelivered.

卖方应根据高昂指示至迟于货物交付时将法律规定的所有档和高昂要求的任何档送至高昂。如卖方未能将所需档与货物一并发送，高昂有权拒绝该货物的交付，并根据本通用采购条款的目的，视为货物未交付。

6 Ownership, Risk and Title 所有权人、风险及所有权

6.1 Title to the Goods shall transfer from Seller to Archroma at the time when the delivery is completed in accordance with Articles 4.4 or 4.5. The risk for loss of and damage to the Goods or any part thereof shall pass to Archroma upon Acceptance.

货物所有权在根据本合同第 4.4 款或 4.5 款完成交付时由卖方转移至高昂。货物部分或全部损失的风险自高昂接受交付之日起转移至高昂。

6.2 At the request of Archroma, the transfer of ownership of the Goods can take place at an earlier time than upon the delivery thereof. If such is the case, Seller shall store the Goods concerned separately and mark these clearly as owned by Archroma. Seller shall bear all the risks of the Goods until the moment of Acceptance thereof as defined in Article 17 and indemnify Archroma for any loss and/or damage (if any) to the said Goods. If a third party claims any right with respect to the said Goods and/or seizes the said Goods, Seller will inform such third party of Archroma's ownership rights over the Goods and will immediately inform Archroma of the claim and/or seizure. Archroma is at all times entitled to take away the Goods which are owned by it or to have such Goods taken away from the place where these Goods are located. Seller hereby irrevocably authorises Archroma to enter the premises used by Seller in connection therewith without the need for prior notice.

高昂可要求货物所有权于交付之前转移。该情形下，卖方应将相关货物单独储存并明确标示为高昂所有，并应在货物根据合同第 17 条定义的接受交付前承担货物的风险，并就该货物的任何损失及/或损害（如有）赔偿高昂。如第三方对该货物主张任何权利及/或没收该货物，卖方应告知该第三方此货物为高昂所有，并立即将该权利主张及/或没收情况通知高昂。高昂有权于任何时候取走其所有的货物或将货物带离货物所在地。卖方在此不可撤销地许可高昂无须事前通知即可进入卖方使用的相关场所。

6.3 Seller undertakes to have the Goods which are owned by Archroma in accordance with Clause 6.2 insured with a reputable insurance company until and up to the moment of Acceptance as defined in Article 17.

卖方承诺根据第 6.2 款将高昂所有的货物向知名的保险公司投保直至第 17 条定义的接受交付之时。

6.4 If it is agreed that Archroma shall pay the price in advance of delivery, Archroma shall acquire ownership of the Goods as of the date of payment. Clauses 6.2 and 6.3 are applicable in that case.

如规定高昂须在交付前支付价款，高昂于付款之日起获得货物所有权。第 6.2 款和第 6.3 款适用于此情形。

7 Warranties 保证

Seller represents and warrants that all Goods: (a) are in full conformity with the specifications as laid down in the purchase order or as described in Seller's product data sheet or in specifications provided in writing to Archroma; (b) are free from defaults / defects as far as materials, manufacture and design are concerned; (c) are merchantable and suitable for their intended purpose of use; (d) satisfy mandatory regulations regarding, inter alia, health, safety and the environment, applicable in the country in which the Goods are to be used if this country was communicated to Seller or was otherwise reasonably known to Seller; (e) are functional, operational and fulfil the performance requirements specified in the Contract; (f) be free of liens and encumbrances; and (g) conform with any statements made on the samples, containers, labels or advertisements for the Goods. The aforesaid is in addition to all other express warranties given by Seller and any and all implied warranties under applicable laws.

除卖方所作其他明示的陈述与保证及适用法律规定的所有默示保证，卖方还陈述与保证，所有货物(1)完全符合订单或卖方产品数据清单载明的规格，或给高昂的书面规格；(2) 无材质、制造和设计上的缺陷/瑕疵；(3)适合销售及其预期使用目的；(4)符合货物使用地国（卖方知晓或应知晓）的强制性法律法规要求，例如健康、安全及环境方面法律法规；(5) 功能与运转正常，符合合同中规定的性能要求；(6) 不存在留置或妨害；以及(7)符合该货物样品、容器、标签或广告中的陈述。

8 Defective Goods 瑕疵货物

8.1 Archroma shall have the right to claim for any loss, shortage and/or defects in relation to the Goods that could reasonably have been detected upon delivery within two (2) weeks of delivery.

高昂有权对交付后二（2）个星期内可合理发现的货物损失、短缺及/或瑕疵要求索赔。

8.2 In case of deficiencies or defects to the Goods that could not have been reasonably detected upon delivery, Archroma shall have the right to claim such defects within a period expiring at the earlier of the date which is (a) 6 months from delivery or (b) 30 days from the date the deficiencies or defects were detected or should reasonably have been detected.

对交付时不能合理发现的货物的缺陷或瑕疵，高昂有权于下述两者中较早届满之日前提出索赔：(1)交付六（6）个月或(2)发现或应当发现缺陷或瑕疵三十（30）日后。

8.3 If delivered Goods are found defective, Archroma has the right at its own discretion to (a) cancel the delivery and all other undelivered binding orders given by Archroma in whole or in part without the intervention of a court or the agreed arbitration institution, at no compensation in any form to Seller, and demand Seller to reimburse to Archroma the prepaid purchase price of all such Goods; (b) require

Seller to replace or repair the Goods at Seller's expense within a reasonable period of time to be determined by Archroma; or (c) demand price reduction for the Goods. Seller also undertakes to pay Archroma compensation for any damages suffered as a result of such a defect and/or cancellation.

如交付的货物有瑕疵，高昂有权自主决定：(1)无须通过法院或约定的仲裁机构即可全部或部分取消交付以及高昂提交的所有其它尚未履行的有效订单而无需向卖方承担任何形式的赔偿或补偿，并要求卖方向高昂偿还所有货物的预付采购价款；(2)要求卖方在高昂确定的合理期限内更换或修理货物，相应费用由卖方承担；或(3)要求货物减价。卖方同时承诺赔偿高昂因该瑕疵及/或交付的撤销遭受的损失。

8.4 If Archroma requires Seller to supplement, replace or repair the Goods, Archroma has the right to make such supplements, replacements or repairs itself, or to instruct a third party to do so, at Seller's expense, if the Goods are required without delay or if Seller fails to supplement, repair or replace the Goods within the reasonable period determined by Archroma.

高昂要求卖方补足、更换或修理货物的，如高昂立刻需要货物或卖方未能在高昂规定的合理期限内补足、更换或修理货物，则高昂有权自行或要求第三人进行补足、更换或修理，相关费用由卖方承担。

8.5 Delivered Goods found defective by Archroma may at all times be returned by Archroma for the account and risk of Seller.

高昂可随时将有瑕疵的交付货物退还给卖方，卖方承担相应费用及风险。

8.6 Any and all expenses borne by Archroma relating to the defective delivery shall be reimbursed immediately by Seller without prejudice to any other rights of Archroma for other losses arising from such defective Goods.

在不影响高昂就瑕疵货物遭受的损失行使其他权利的前提下，卖方应立即补偿高昂承担的所有与瑕疵供货有关的费用。

8.7 Archroma's payment for the Goods shall not be construed as a waiver of its rights under the Contract or these General Purchasing Terms and Conditions.

高昂的付款行为不应构成高昂在合同或本通用采购条款项下权利的放弃。

9 Indemnification to Archroma 向高昂赔偿

Seller shall fully indemnify and hold Archroma harmless from claims for any losses, damages, injuries, liabilities, costs, expenses, lawsuits, penalties, fines, interest, or taxes etc. Archroma may incur, be found liable for or is required to pay which directly or indirectly arise out of or are related to the defect in the delivery of the Goods by Seller.

卖方应全额赔偿高昂及其并保证高昂免受由卖方交付货物直接或间接引起的或与之相关的各类损失、损害、伤害、债务、成本、费用、诉讼、处罚、罚款、罚息或税金等的索赔，无论高昂是否已实际遭受，具有责任或被要求承担该些索赔。

10 Infringement of Intellectual Property Rights 侵害知识产权

10.1 Seller hereby agrees that upon delivery the Goods, Archroma acquires the right to a non-exclusive, world-wide, royalty free, perpetual use of such Intellectual Property as they relate to Archroma's use, possession, sale or distribution of the Goods.

卖方在此同意交付货物时，给予高昂与使用、占有、销售或分销货物相关的使用其知识产权的非排他的、世界范围的、免费的、无限期的权利。

10.2 Seller represents and warrants to Archroma that the Goods shall not infringe on any third party intellectual property rights such as patents, trademarks, copyrights and models and undertakes to indemnify Archroma against any and all claims, losses, damages, costs and expenses suffered by Archroma in relation thereto.

卖方向高昂陈述与保证货物没有侵害任何第三方专利权、商标权、版权及模型等知识产权，并承诺赔偿高昂因此而遭受的任何索赔、损失、损害、支出及费用。

11 Confidentiality & Data Protection 保密和信息保护

11.1 Drawings, sketches, calculations, formulas, preparation methods, studies, models, moulds, dies and other such information and tools (hereinafter collectively referred to as the "Materials") made available to Seller by Archroma or produced or developed by Seller on the instructions of Archroma, are or shall become the property of Archroma. Seller will not apply for patents for the Materials. Seller undertakes to keep the Materials separate and to mark them as the property of Archroma. Seller undertakes to return the Materials to Archroma in good condition, together with any copies and the like which have been produced, at Seller's expenses, as soon as they have served the purpose for which they are intended, or earlier, if Archroma so requests.

高昂向卖方提供的，或根据高昂指示制作或改进的图纸、草稿、计算、公式、准备方式、研究、模型、模具、印模及其他信息和工具（以下合称“素材”）为高昂所有。卖方不得将素材申请专利。卖方承诺将素材单独存放，并明确标示其为高昂所有。卖方还承诺，一旦素材已达到原先计划的使用目的或高昂提前要求，卖方将自负费用将处于良好状态的素材与其复印件和制作的类似物品一起归还给高昂。

11.2 Seller undertakes to maintain complete confidentiality regarding the Materials and all business information and knowledge provided by Archroma or its affiliated companies or any information otherwise known to him in connection with the entering into and performance of the Contract (the "Confidential Information") and undertakes to only use the Confidential Information for the performance of the Contract. Seller undertakes to impose the same obligations on any employees and third parties which obtain Confidential Information as required for the performance of the Contract and warrants that such employees and third parties will comply with such obligations. Additional terms contained in any applicable confidentiality or non-disclosure agreement entered into between Seller and Archroma shall also be applied to the exchange of information under the Contract.

卖方承诺完全维护素材及高昂或其关联公司提供的一切商业信息和消息，或其知晓的与合同订立及履行有关的其他信息（“保密信息”）的保密性，并只为履行合同目的使用保密信息。卖方承诺任何履行合同所需而知晓保密信息的员工及第三方均负有相同义务，并保证该员工及第三方遵守该义务。卖方与高昂之间签订的应适用的保密协议或不披露协议中包含的其他条款也应适用于合同项下的信息交流。

11.3 Seller shall not be entitled to use Archroma as a reference for marketing or commercial purposes without the prior written consent of Archroma.

未经高昂事先书面同意，卖方无权援引高昂用于市场营销或商业用途。

11.4 Each party shall comply with applicable Data Protection Legislation when Processing Personal Data in the course of performing its obligations under the Contract and these General Purchasing Terms and Conditions.

各方在履行合同或本通用采购条款项下的义务过程中处理个人信息时，均应遵守适用的个人信息保护的立法。

11.5 If and to the extent that Seller Processes Personal Data as a Data Processor on behalf of Archroma, and a data transfer agreement that complies with the EU GDPR does not exist, these terms shall apply and the Parties agree to comply with such terms. The Parties agree that Seller as Processor a) must act only on the written instructions of Archroma unless required by law to act without such instructions; b) must ensure that employees Processing the Personal Data have committed themselves to confidentiality; c) must take appropriate measures to ensure the security of the Processing, which includes as appropriate, the pseudonymization and encryption of Personal Data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services, the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing; d) only engage sub-processors with the prior consent of Archroma and under a written contract that provides the same sufficient guarantees to implement appropriate technical and organizational measures that meets the requirements of the applicable Data Protection Legislation; e) assist Archroma in providing Data Subject access and allowing Data Subjects to exercise their rights under Data Protection Legislation; f) assist Archroma in meeting its obligations in relation to the security of processing; g) provide notification of personal data breaches in sufficient time to enable Archroma to comply with its own onward obligations after Seller becomes aware of it; h) at the end of the services or work that results in the Processing of Personal Data delete or destroy all Personal Data belonging to Archroma; i) submit to Archroma audits and inspections, providing Archroma with whatever information it needs to ensure the Parties are meeting their respective Data Protection Legislation obligations; and j) tell Archroma immediately if it is asked to do something infringing Data Protection Legislation. The subject matter, nature and purpose, types of Personal Data and categories of Personal Data Subjects related to this Processing are set out in the Contract.

若卖方以昂高的名义作为信息处理人进行个人信息处理的，且未缔结符合《欧盟一般数据保护条例》要求的信息传输协议的，双方同意遵守并适用如下条款。双方同意卖方作为信息处理人 a)必须仅根据昂高的书面指示行事，但法律另有规定无需征得指示的情形除外；b)必须确保其处理个人信息的雇员承担保密义务；c)必须采取适当措施以确保信息处理的安全性，包括个人信息的假名化和加密，持续确保信息处理和服务的保密性、完整性、有效性和可恢复性的能力，在物理或技术事件发生时能及时恢复个人信息的有效性和可访问性的能力，定期测试、检测和评估为确保信息处理的安全性而采取的技术措施和组织措施的有效性的流程；d)仅在取得昂高事先许可的情况下委托下级信息处理人，并与其签订书面合同，使其提供同等充分的保证以落实符合所适用的个人信息保护立法要求的适当的技术和组织措施；e)协助昂高向信息主体提供便利和许可，以行使其作为个人信息保护立法项下的信息主体的权利；f)协助昂高履行与信息处理安全性相关的义务；g)及时通知昂高关于个人信息违规事宜，以确保在卖方知悉该违规事宜后昂高能继续承担合规义务；h)在完成需要涉及处理个人信息的服务或工作后删除或销毁所有属于昂高的个人信息；i)向昂高的审计或调查事项提交，并向昂高提供其所需的确保双方履行个人信息保护立法项下的义务的所有信息；并 j)在被要求从事违反个人信息保护立法的事项时，立即向昂高汇报。与信息处理相关的个人信息的主题、性质、目的和种类以及个人信息主体的类别，由合同具体约定。

12 Force majeure 不可抗力

If Archroma is prevented from accepting delivery or performing any of its other obligations by any circumstances beyond its control, including but not limited to natural disasters, war, terrorism, accidents, explosions, nuclear incidents, breakdown of equipment or machinery, sabotage, labour disturbances (regardless of the reasonableness of the demands of labour), acts or omissions of any governmental authority (de jure or de facto), port congestions, shortage of supplies, labour, facilities, fuel or power in consequence of non-delivery or any other cause, want of transport or any other cause (whether similar or dissimilar to the foregoing) which is either beyond Archroma's reasonable control or which makes the performance of its obligations either impossible or unusually onerous, Archroma shall be entitled to terminate the Contract or the affected purchase order(s), on written notice to Seller without intervention of the court or the agreed arbitration institution and without liability for any damage suffered by Seller as a result of such termination.

因包括但不限于自然灾害、战争、恐怖行为、意外事件、爆炸、核事故、设备或机器故障、蓄意破坏、他劳工问题（无论是否为劳工合理要求）、政府机关作为或不作为、港口拥堵、因未交付或其他原因导致的供给、劳力、设施、燃料及能量短缺、运输不足，或任何其他昂高无法合理控制或致使其义务履行不能或异常困难的原因（无论与前述相似或不相似）妨碍昂高接收交付或履行其他义务时，昂高无须向法院或约定的仲裁机构启动司法程序即有权书面通知卖方终止合同或受影响的采购订单，且无需对卖方因此遭受的任何损害负责。

13 Termination 合同解除

13.1 If Seller (a) does not properly or within time comply with any of its obligations under the Contract; or (b) is declared bankrupt, files a petition for bankruptcy or requests the granting of suspension of payments; or (c) is subject to similar measures in the jurisdiction under which Seller is organised, Archroma shall be entitled to, ipso iure and without notice, terminate any and all Contracts concluded with Seller with immediate effect, without any judicial orders being necessary without prejudice to any other right or compensation of which Archroma could benefit under the Contract and these General Purchasing Terms and Conditions or general applicable law.

昂高有权根据法律在下列情况下无需通知卖方即可解除与之订立的全部合同：如卖方 (1)未能适当或在期限内遵守本合同项下义务；或(2)被宣告破产、请求破产或停止支付；或(3)受制于卖方成立地管辖下类似的程序。昂高无需必要的司法命令即可行使该解除权，且不影响其根据合同以及本通用采购条款或适用的法律可享有的任何其他权利及赔偿。

13.2 Archroma shall be entitled to, with or without a reason, early terminate the Contract at any time with a fifteen (15) days prior written notice to Seller. Seller shall then be entitled to the prices on pro-rata basis attributable to the delivered Goods with Archroma's Acceptance. Seller shall not seek or be entitled to any other compensation of any nature.

昂高有权在任何时候，无论是否有理由，经十五（15）天提前书面通知卖方而提前解除合同。卖方有权按比例收取与已提供的并为昂高接受的货物部分相对应的费用。卖方无权要求其他任何性质的补偿或赔偿。

14 Compliance with Laws and Regulations 合法合规

14.1 Seller shall comply with all applicable laws and regulations and all policies from competent authorities having jurisdiction in connection with Seller's delivery of

Goods under the Contract as well as Archroma's Suppliers Code of Conduct the receipt of which has been acknowledged by Seller.

卖方需依据相关法律法规以及政府主管部门的相关政策履行其于合同项下的交付货物的义务，并遵守卖方已确认收悉的《昂高供应商行为准则》。

14.2 Seller represents and warrants that Seller has access to and has fully understood all Site and EHS requirements of Archroma and is obliged to comply with all EHS regulations, as well as Archroma's EHS and Site procedures and instructions. 卖方承诺并保证其已获悉并完全理解昂高所有关于现场工作以及 EHS 方面的各项要求，并有义务遵守所有 EHS 方面的规则，并听从昂高所有关于现场工作以及 EHS方面的程序及指示。

14.3 Seller shall comply with all applicable EHS laws, rules and regulations in relation to its performance under the Contract, including without limitation those apply to the manufacture, storage, transportation, handling and operation of any Goods that are hazardous, toxic, flammable, explosive or otherwise dangerous ("Hazardous Goods"). It shall remain Seller's full responsibility to ensure the EHS safety of any Hazardous Good until the completion of the delivery in accordance with Articles 4.5 or 4.6 or such later time as required by the applicable EHS laws and regulations.

就其在合同项下的履行，卖方应遵守 EHS 方面的所有相关法律法规，包括但不限于适用于任何危险的、有毒的、易燃的、易爆的或其他有害货物（“危险货物”）的生产、存储、运输、处理和经营等方面的法律法规。在根据第 4.5 条或第 4.6 条完成交付或根据 EHS 相关法律所要求的更晚时点之前，卖方应确保危险货物的安全并承担全部责任。

14.4 Seller shall comply with all applicable laws, rules and regulations in relation to the Contract. Without prejudice to the generality of the aforesaid, Seller shall comply with all applicable export control and trade embargo laws, rules and regulations (including but not limited to the U.S. Export Administration Regulations), and shall not sell, export, import, re-export, distribute, transfer or otherwise deal with or dispose of Goods, whether directly or indirectly, without first obtaining all necessary written consents, permits and authorizations and completing such formalities as may be required by any applicable such laws, rules and regulations. Failure by Seller to comply with such laws, rules and regulations shall constitute a material default under the Contract. Seller agrees to impose this same compliance requirement in its contracts with third parties pertaining to the Goods.

卖方应遵守所有与合同有关的可适用的法律法规。不影响前述规定普遍性的前提下，卖方还应遵守一切适用的出口管制及贸易禁运的法律法规（包括但不限于美国出口管理法）。在未获得所有必需的书面同意、许可和授权，并完成任何适用法律法规要求的手续前，卖方不得直接或间接地销售、进口、出口、转口、分销、转让或以其他方式处理或处分货物。如卖方未能遵守该法律法规，根据本合同将构成严重违约。卖方同意在其与第三方就货物订立的合同中遵守同样的合规要求。

14.5 Seller shall obtain and maintain throughout the effective term of the Contract including its extension period all authorizations, permits, certificates, licenses and qualifications or the like required to perform the Contract.

卖方需取得其履行合同所需的各类授权、许可、证书、执照以及资质，并确保在合同有效期及其续展期内持续有效。

14.6 Seller represents and warrants that Seller (a) shall not, directly or through any third party, give, promise or offer any Bribe, or request, agree to receive or accept any Bribe, in connection with the Contract or its dealings with Archroma; (b) confirms that it is not a government official and is not affiliated with any such official; (c) shall have in place adequate procedures to prevent those performing the Contract on Seller's behalf from committing Bribery; and (d) shall keep accurate and true records that are not misleading of all payments made under the Contract or its dealings with Archroma.

卖方承诺并保证，卖方(1)不得给予合同或在与昂高的业务往来中直接或通过第三方给予、承诺或提供任何贿赂，或索要、同意收取或接受任何贿赂；(2)不属于政府工作人员且与政府工作人员不存在任何关联；(3)具备完善的程序防止以卖方名义履行合同的其他方出现腐败行为；以及(4)保持与合同有关或在与昂高业务往来中付款记录的准确、真实，而不具有误导性。

14.7 A breach of this Article 14 by Seller shall entitle Archroma to terminate the Contract immediately upon written notice and Seller shall indemnify and keep Archroma indemnified against all actions, proceedings, costs, claims, demands and expenses arising from such a breach and termination.

若卖方违反本第 14 条之规定的，昂高有权书面通知卖方立即解除合同，卖方需赔偿并保证昂高免受由卖方违约而引起的各类行动、法律程序、成本、索赔、指令、费用等的损害。

15 Miscellaneous 其他

15.1 The invalidity or unenforceability for any reason of any part of these General Purchasing Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

任何原因导致本通用采购条款任何部分的无效或不具可执行性不妨碍或影响其余条款的效力或可执行性。

15.2 Seller shall not assign any Contract for the sale of Goods or any rights hereunder in whole or in part to any third party without the prior written consent of Archroma. Even if Archroma has given its written consent to Seller to use subcontractors, Seller shall remain fully liable for the performance or non-performance by the subcontractors of Seller's obligations under the Contract and these General Purchasing Terms and Conditions.

未经昂高书面同意，卖方不得将任何货物销售合同或本采购条款与条件下的权利全部或部分地转让给第三人。即使昂高书面同意卖方采用分包商，卖方仍应对分包商履行或不履行其在合同和本采购通用条款项下的卖方义务而完全负责。

15.3 Archroma shall be entitled to use Archroma Affiliates for the performance of its obligations under the Contract. Any obligation of Archroma under the Contract which has been performed by a Archroma Affiliate shall be considered duly fulfilled as if the obligation had been performed by Archroma itself. Any rights granted to Archroma under the Contract shall also apply and extend to Archroma Affiliates.

昂高有权使用昂高的关联公司履行其在合同项下的义务。昂高在合同项下的义务如由昂高的关联公司履行，应视为已适当履行，等同于昂高亲自履行。合同项下授予昂高的权利也适用并延伸至昂高的关联公司。

15.4 The Appendices to the Contract and these General Purchasing Terms and Conditions shall form an integral part of the Contract.

合同的附件和本通用采购条款应构成合同不可分割的组成部分。

15.5 These General Purchasing Terms and Conditions are written in both English and Chinese. Both versions are equally authentic. Should there be any discrepancy, the English version shall prevail.

本通用采购条款以中英文两种文字书就。两个版本具有同等效力。如有歧义，应以英文版本为准。

15.6 The headings used herein are for convenience purposes only and shall not be used to interpret these General Purchasing Terms and Conditions. The maxim of contract interpretation that allows ambiguities to be determined in favor of the non-drafting party shall not apply to the interpretation of these General Purchasing Terms and Conditions.

标题的使用仅为方便的目的且不应用于对本通用采购条款的解读。合同歧义部分作出有利于非起草方释义的合同解释原则不适用于本通用采购条款的解读。

16 Governing Law & Dispute Settlement 管辖法律与争议解决

16.1 The Contract and these General Purchasing Terms and Conditions and all matters arising out of or relating to the Contract or these General Purchasing Terms and Conditions shall be governed by and interpreted exclusively in accordance with the laws of the Jurisdiction without regard to the conflicts of law principles thereof and the United Nations Convention on Contracts for the International Sale of Goods.

合同和本通用采购条款以及因其产生的或与其有关的所有事宜均应排他性地适用管辖地法律并依据该管辖地法律进行解释，并排除该管辖地冲突法和联合国国际货物销售合同公约的适用。

16.2 Except otherwise provided in the Contract, any dispute arising out of or in connection with the Contract including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the competent court within the Jurisdiction.

除合同另有约定外，因合同引起的或与合同有关的争议，包括协议的成立、效力或终止等问题，均应提交管辖地有管辖权的法院诉讼解决。

17 Definitions 定义

The capitalized terms used in these General Purchasing Terms and Conditions shall have the following meanings:

本通用采购条款中所采用的术语应具备下列含义：

"Acceptance" shall mean a written confirmation by Archroma that Seller has in whole or in part performed the obligations under the Contract.

“接受”应指昂高对于卖方已部分或全部履行其在合同项下的义务的书面确认。 "Affiliate" shall mean any entity controlling, controlled by or under the common control with a Party, where the term “control” shall mean the power to directly or indirectly cause the direction of the management of such legal entity whether through ownership of voting securities or otherwise.

“关联公司”应指控制一方、由一方控制或共同控制的实体，而“控制”应指通过所有权、投票权或其它方式直接或间接管理企业的权力。

"Appendices" shall mean the appendices to the Contract, including these General Purchasing Terms and Conditions.

“附件”应指合同附件，包括本通用采购条款。

"Bribe" and "Bribery" shall mean any payment or transfer of value or any other payment commonly held to be improper, and any act that would breach the US Foreign Corrupt Practices Act, the UK Bribery Act or any equivalent legislation of any OECD member state as well as the Jurisdiction or other country shall be considered a bribe.

“贿赂”及“腐败”应指任何价值的支付或转移或任何普遍认定为不正当的支付行为，以及任何违反美国《海外腐败行为法案》，英国《贿赂法》或其他经济合作与发展组织成员国以及管辖地或其他国家相关类似法律而认定为贿赂的行为。

"Contract" shall mean the written or oral purchase contract for the delivery of the Goods entered into between Seller and Archroma, including its Appendices and these General Purchasing Terms and Conditions.

“合同”是指卖方和昂高之间就货物的交付达成的书面或口头采购合同，包括其附件和本通用采购条款。

“Data Protection Legislation” shall mean applicable regulations on personal data processing and in particular Regulation (EU) 2016/679 of the European Parliament (EU GDPR) and any other applicable laws and regulations in any jurisdiction relating to or impacting on the processing of personal data, all as may be amended, supplemented or replaced from time to time. “Personal Data”, “Processing of Personal Data”, “Data Processor” and “Data Subjects” shall have the meaning given to those terms by the applicable Data Protection Legislation.

“个人信息保护立法”应指所适用的有关个人信息处理的法规，且特指欧洲议会条例 (EU)2016/679(《欧盟一般数据保护条例》), 以及其他任何国家或地区关联或影响个人信息处理事宜的任何适用的法律法规，包括其不时修订、补充或替代的立法。“个人信息”、“处理个人信息”、“信息处理人”以及“信息主体”的涵义适用个人信息保护立法的定义。

“EHS” shall mean environment, health and safety.

“EHS”应指环境、健康和安全。

"Force Majeure" shall have the meaning set forth in Article 12 of these General Purchasing Terms and Conditions.

“不可抗力”应指本通用采购条款第 12 条的定义。

"General Purchasing Terms and Conditions" shall mean these general purchasing terms and conditions of Archroma for goods.

“通用采购条款”应指昂高针对货物的上述通用采购条款。

"Goods" shall mean the goods to be provided by Seller to Archroma as specified in the Contract.

“产品”是指卖方根据合同的规定向昂高提供的货物。

"Hazardous Goods" shall mean any Goods that are hazardous, toxic, flammable, explosive or otherwise dangerous.

“危险货物”是指任何危险的、有毒的、易燃的、易爆的或其他有害的货物。

"Archroma" shall mean the entity and/or its Affiliate receiving the Goods from Seller, as specified in the Contract.

“昂高”是指合同规定的接收卖方提供的货物的实体和/或其关联公司。

"Intellectual Property Rights" shall have the meaning set for the in Article 10 of these General Purchasing Terms and Conditions.

“知识产权”应指本通用采购条款第 10 条的定义。

“Jurisdiction” shall mean the territory or country where Archroma is legally registered or conducts principle business activities.

“管辖地”是指昂高依法注册或开展主要经营活动的国家或地区。

“Materials” shall have the meaning set for the in Article 11 of these General Purchasing Terms and Conditions.

“素材”应指本通用采购条款第 11 条的定义。

"Party" shall mean Seller or Archroma.

“一方”是指卖方或昂高。

"Parties" shall mean Seller and Archroma.

“双方”是指卖方与昂高。

“Site” shall mean the premises of Archroma at which delivery of the Goods is to take place, including any land and other places designated by Archroma for the purposes of the Contract.

“现场”是指交付货物行为发生的昂高的场所，包括昂高为实现合同目的而指定的其他各类场所。

"Seller" shall mean the entity supplying the Goods to Archroma, as specified in the Contract.

“卖方”是指合同规定的向昂高提供货物的实体。