

ARCHROMA GENERAL PURCHASING TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES
昂高产品与服务通用采购条款

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 “Purchase Agreement”) between Archroma and/or its Affiliates and Suppliers of the Products and/or Services.

除双方另有书面约定外，本通用采购条款适用于昂高和/或其关联公司与产品和/或服务供应方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“采购协议”）并构成其有效组成部分。

1.2 The Purchase Agreement and these General Purchasing Terms and Conditions constitute the entire agreement between Supplier and Archroma with respect to the delivery of the Products and/or Services and exclude and supersede any general sales conditions of Supplier 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 Supplier, and Supplier hereby expressly waives any right which it otherwise might have to rely on its such terms and conditions.

采购协议与本通用采购条款构成供应方和昂高就产品和/或服务交付的完整协议，排除并取代供应方的通用销售条款或其它可能书就于供应方使用的报价、要约、订单确认、发票或其它文件上或刊载于供应方所有或经营的网站的通用或标准贸易条款，且供应方特此明确放弃本可基于其该等条款行使的任何权利。

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 Purchase Agreement or Article 15 ("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采购协议中或本通用采购条款第 15 条（“定义”）中的此类术语的含义。

2 Product and Service Warranties 产品与服务保证

2.1 Supplier warrants that for a period of thirty-six (36) months from the delivery date of the Products to Archroma or any other warranty period agreed in the Purchase Agreement, the Products shall: (i) be of high quality and free from any defects in design, materials and workmanship; (ii) be functional, operational and fulfill the performance requirements specified in the Purchase Agreement; (iii) conform with the purchase order and with the Product specifications specified in the Purchase Agreement; (iv) be safe and conform with all legal, technical, environmental and other standards applicable to such Products; (v) be new, unused and fulfill the highest quality standards; (vi) be merchantable and suitable for their intended purpose of use; (vii) be free of liens and encumbrances; and (viii) conform with any statements made on the samples, containers, labels or advertisements for the Products.

供应方保证，在产品交付昂高之日起三十六（36）个月内或采购协议中另行规定的其它保证期限内，产品应：(i)具备完善质量，不存在设计、材料和工艺缺陷；(ii)功能与运转正常，符合采购协议中规定的性能要求；(iii)符合订单以及采购协议中规定的产品规格；(iv)安全可靠，符合该产品适用的所有法律、技术、环境和其它标准；(v)全新未使用，符合最高质量标准；(vi)适合销售及其预期使用目的；(vii)不存在留置或妨害；以及(viii)符合该产品样品、容器、卷标或广告中的陈述。

2.2 Supplier warrants that at the time of delivery the Services shall: (i) meet the highest professional standards and service levels generally applied for such services; (ii) fulfill the performance requirements specified in the Purchase Agreement; (iii) conform with the purchase order and the service descriptions and service levels specified in the Purchase Agreement; (iv) be performed in a professional, timely and prudent manner; (v) be safe and conform with all legal, technical, environmental and other standards applicable to such services; (vi) be suitable for their intended purpose of use; and (vii) conform with any statements made on the advertisements for the Services.

供应方保证，在交付时，服务应：(i)符合通常适用于该服务的最高专业标准和服务水平；(ii)满足采购协议中规定的绩效要求；(iii)符合订单以及采购协议中规定的服务说明和服务水平；(iv)以专业、及时、审慎的方式履行；(v)安全可靠，符合该服务适用的所有法律、技术、环境和其它标准；(vi)适合预期使用目的；并且(vii)符合该服务广告中的陈述。

2.3 The product warranties in Article 2.1 of these General Purchasing Terms and Conditions shall apply to any and all deliverables resulting from the performance of the Services.

本通用采购条款第 2.1 条中的产品保证应适用于所有因履行服务而产生的交付成果。

3 Breach of Warranties 违反保证

3.1 If any Products do not meet the product warranties specified in the Purchase Agreement and these General Purchasing Terms and Conditions, Archroma may, without prejudice to other remedies available to Archroma under the Purchase Agreement and these General Purchasing Terms and Conditions, at its discretion: (i) demand Supplier repair such Products or re-supply replacement Products which conform with the product warranties at Supplier's sole risk and expense within a time period specified by Archroma; (ii) repair itself or have a third party repair such Products so that they do conform with the product warranties and charge Supplier for the costs and expenses incurred in doing so; (iii) demand price reduction for the Products; or (iv) cancel the delivery and all other undelivered binding orders given by Archroma in whole or in part at no compensation in any form to Supplier, and demand Supplier to reimburse to Archroma the prepaid purchase price of all such Products.

如果产品不符合采购协议和本通用采购条款规定的产品保证，在不影响采购协议和本通用采购条款项下昂高的其它补救方式的前提下，昂高可自主决定采取下列行动：(i) 要求供应方在昂高规定的时间内，维修该产品或重新提供替代产品，以符合产品保证，并由供应方自行承担风险和费用；(ii) 自行维修或委托第三方维修该产品，以使其符合产品保证，并向供应方收取因此发生的成本和费用；(iii) 要求该产品减价；或(iv) 全部或部分取消交货以及昂高提交的所有其它尚未交付的有效订单而无需向供应方承担任何形式的赔偿或补偿，并要求供应方向昂高偿还所有该些产品的预付采购价款。

3.2 If any Services do not meet the service warranties specified in the Purchase Agreement and these General Purchasing Terms and Conditions, Archroma may, without prejudice to other remedies available to Archroma under the Purchase Agreement and these General Purchasing Terms and Conditions, at its discretion: (i) demand Supplier to take necessary and practicable remedial actions or to re-perform the Services to conform with the service warranties at Supplier's sole risk and expense within a time period specified by Archroma; (ii) have a third party perform the Services so that they do conform with the service warranties and charge Supplier for the costs and expenses incurred in doing so; (iii) demand price reduction for the Services; or (iv) cancel the delivery and all other undelivered binding orders given by Archroma in whole or in part at no compensation in any form to Supplier, and demand Supplier to reimburse to Archroma the prepaid purchase price of all such Services.

如果服务不符合采购协议和本通用采购条款规定的服务保证，在不影响采购协议和本通用采购条款项下昂高的其它补救方式的前提下，昂高可自主决定采取下列行动：(i) 要求供应方在昂高规定的时间内，采取必要可行的补救措施或重新提供服务，以符合服务保证，并由供应方自行承担风险和费用；(ii) 委托第三方提供服务，以使其符合服务保证，并向供应方收取因此而发生的成本和费用；(iii) 要求该服务减价；或(iv) 全部或部分取消服务以及昂高提交的所有其它尚未履行的有效订单而无需向供应方承担任何形式的赔偿或补偿，并要求供应方向昂高偿还所有该些服务的预付采购价款。

3.3 In addition, Archroma shall be entitled to compensation from Supplier for any damages, losses, costs and expenses (including without limitation attorneys' fees) incurred by Archroma as a result of Supplier's failure to deliver the Products and/or Services which meet the product and/or service warranties.

此外，因供应方未能交付符合产品保证的产品和/或提供符合服务保证的服务，昂高有权对因此遭受的损害、损失、成本和费用（包括但不限于律师费）向供应方获得赔偿。

3.4 Any claims with respect to breach of product and/or service warranties shall be made by Archroma to Supplier in writing and within six (6) months from the date when Archroma became aware of the breach. If requested by Supplier, Archroma shall, at Supplier's cost and expense, send a sample of such defective Products and/or Services deliverables (if any) to Supplier where Archroma is practicably able to do so, or allow Supplier to otherwise inspect the defective Products and/or Services. Archroma may, at Supplier's cost and expense, reject or dispose of any excess or defective Products and/or Services. In the event of monetary compensation being payable by Supplier to Archroma, except as otherwise provided in the Purchase Agreement, Supplier shall settle such compensations to Archroma in accordance with applicable finance and tax policies of Archroma within seven (7) days from the receipt of such Archroma's claim of breach.

对于违反产品和/或服务保证的情况，昂高应在其知晓违反保证之日起六（6）个月内以书面形式向供应方提出索赔。如果供应方提出要求，且在切实可行的情况下，昂高应将该瑕疵产品的样品和/或服务交付成果（如有）发送至供应方，或允许供应方以其它方式检验瑕疵产品和/或服务，相关成本与费用由供应方承担。昂高可拒收或处置多余或瑕疵产品和/或服务，相关成本和费用由供应方承担。如果供应方向昂高支付经济赔偿，除采购协议另有约定外，供应方应在收到昂高的索赔之日起七（7）天内通过符合昂高财务及税务要求的方式来完成对昂高的赔偿。

4 Price and Payment 价款和支付方式

4.1 The prices for Products and/or Services, the manner for payment, place of payment and currency shall be specified in the Purchase Agreement and/or purchase order of Archroma and Archroma shall pay Supplier accordingly.

产品和/或服务的价格、支付方式、支付地点及币种应于采购协议及/或昂高采购订单中列明。昂高应据此支付给供应方。

4.2 Except otherwise agreed in writing, the prices specified in the Purchase Agreement and/or purchase order of Archroma shall be inclusive of any and all costs, expenses, charges, duties and taxes in relation to the delivery of the Products and/or Services.

除另有书面约定外，该采购协议和/或昂高采购订单中列明的价格应包括与交付产品和/或提供服务相关的各类成本、支出、收费、关税和税金。

4.3 Unless otherwise agreed in the Purchase Agreement, Supplier shall be responsible for payment of any taxes, withholding taxes (including but not limited to Value Added Tax), levies or duties now existing or hereafter enacted which relate to the sale, delivery and purchase of the Products and/or Services under the Purchase Agreement.

除非在采购协议中另行规定，供应方应负责支付现有或之后颁布实施的与采购协议项下产品和/或服务销售、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。

4.4 All payments shall be made within sixty (60) days from the date of receipt of legal and valid tax invoice in full amount, unless otherwise agreed between Supplier and Archroma.

昂高应在收到合法有效的全额税务发票之日起六十（60）天内支付价款，但供应方和昂高间另有约定的除外。

4.5 In case the Products and/or Services have not been delivered in compliance with the terms of the Purchase Agreement or these General Purchasing Terms and Conditions or Supplier is otherwise in breach of its obligations under the Purchase Agreement 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 fulfilment of Supplier's obligations under the Purchase Agreement. Archroma shall be also entitled to set-off the amounts payable to Supplier with any and all amounts (including liquidated damages) accrued by Supplier to Archroma for any reason whatsoever.

如果产品和/或服务未根据采购协议或本通用采购条款交付，或供应方以其它方式违反采购协议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供应方履行完毕采购协议项下义务的认可。昂高亦有权将供应方因任何原因应付昂高的所有金额（包括违约金）用以抵销其应向供应方支付的价款。

4.6 Supplier warrants that the prices for the Products and/or Services delivered to Archroma under the Purchase Agreement are not less favourable than those to any other customer for the same or like products and/or services in no smaller quantities. In the event Supplier reduces prices for such products and/or services to other customers, Supplier agrees to promptly reduce the prices to be paid by Archroma for the Products and/or Services accordingly.

在昂高的采购量不少于供应方其他客户的情况下，供应方保证其交付给昂高的采购协议项下的产品和/或服务的价格不劣于其供应给其他客户的类似产品和/或服务的价格

格。若供应方对于供给其他客户的产品和/或服务予以降价，供应方同意立即对应给予昂高降价。

5 Delivery 交付

5.1 Applicable delivery term, delivery mode and destination of the delivery shall be specified by Supplier and Archroma in the Purchase Agreement. In case no specific delivery term has been agreed, delivery of the Products and/or Services shall be made DDP (Incoterms 2020) Archroma’s Site. The Products and/or Services shall be delivered by Supplier timely in accordance with the delivery schedule agreed in the Purchase Agreement. In case no specific delivery time has been agreed, the Products and/or Services shall be delivered at the time requested by Archroma. Archroma shall not be obliged to accept partial, excessive, early or late deliveries.

适用的交付条件、交付方式和目的地应由供应方和昂高在采购协议中规定。若未规定具体的交付条件的，产品和/或服务应按 2020 国际贸易术语解释通则 DDP 术语完税后交货至昂高现场。供应方应根据采购协议中规定的交付日程及时交付产品和/或服务。如果未规定具体的交付时间，产品和/或服务应根据昂高要求的时间交付。昂高无义务接受部分、超量、提早或延迟交付。

5.2 Archroma shall have the right to make, from time to time, changes to any single purchase order and/or the Purchase Agreement. If any such change causes an increase or decrease in the cost of or the time required for the delivery of the Products and/or Services, 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/或采购协议。若该变更导致交付产品和/或服务的成本或时间变动，双方应另行签署书面补充协议约定对应调整。

5.3 Title to the Products and/or Services shall transfer from Supplier to Archroma at the time when the delivery is completed in accordance with the agreed delivery term in the Purchase Agreement. The risk for loss of and damage to the Products and/or Services or any part thereof shall pass to Archroma upon Acceptance.

产品和/或服务所有权在根据采购协议的交付条件完成交付时由供应方转移至昂高。产品和/或服务部分或全部损失的风险自昂高接受交付之日起转移至昂高。

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

昂高应有权但无义务在交付时检验产品和/或服务质量。如果产品和/或服务不符合采购协议和本通用采购条款中规定的要求，昂高无义务接受该产品和/或服务。昂高在交付时接收产品和/或服务不应免除供应方在采购协议或本通用采购条款项下的保证、义务和责任。

5.5 Supplier shall inform Archroma in writing of any foreseeable delay in delivery immediately after Supplier becomes aware of such possibility. This duty does not exclude or limit Supplier's liabilities resulting from late delivery. Supplier shall use its best efforts, including overtime work at its own cost, to prevent possible delay and to minimize the negative impact of the delay to Archroma. If a delivery is delayed due to reasons other than Force Majeure, Archroma may, without prejudice to other remedies available to Archroma under the Purchase Agreement and these General Purchasing Terms and Conditions, at its discretion: (i) agree with Supplier to a grace period for the delivery of the Products and/or Services at Supplier's sole risk and expense; (ii) demand price reduction for the Products and/or Services; 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 Supplier, and demand Supplier to reimburse to Archroma the prepaid purchase price of all such Products and/or Services.

对于可预见的延迟交付，供应方应在知晓其可能性后立即以书面形式通知昂高。这项义务不排除或限制供应方因延迟交付所应承担的责任。供应方应尽最大努力（包括加班并自行承担成本），防止可能的延迟，并尽可能缩小延迟对昂高造成的负面影响。如果因不可抗力以外的原因造成延迟，在不影响昂高行使采购协议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)与供应方另行协商交付产品和/或服务的宽限期，但相关风险和费用由供应方承担；(ii)要求产品和/或服务减价；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供应方承担任何形式的赔偿或补偿，并要求供应方向昂高偿还所有产品和/或服务的预付采购价款。

5.6 In addition, except as otherwise provided in the Purchase Agreement, Supplier shall pay to Archroma liquidated damages in the amount of one per cent (1%) of the purchase price of the delayed Products and/or Services for each day that the Products and/or Services are delayed. The liquidated damages shall not exclude or limit Archroma's right to compensation from Supplier for the damages, losses, costs and expenses resulting from the delay, if such damages, losses, costs and expenses exceed the amount of liquidated damages paid by Supplier to Archroma. 此外，除采购协议另有约定外，每延迟一天，供应方还应根据延迟产品和/或服务的采购价格，向昂高支付百分之一（1%）的违约金。如果延迟造成的损害、损失、成本和费用超过供应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供应方获得相关赔偿的权利。

6 Packing and Shipment 包装与装运

6.1 Supplier undertakes to pack, package, mark and/or otherwise prepare the Products in accordance with the instructions of Archroma at no additional cost to Archroma. In the absence of such instructions from Archroma, all Products 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 products and at all times adequate to ensure safe arrival and delivery of the Products at/to the named destination.

供应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/或其他方式准备产品。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产品的装船方式和任何时候均足以保证将产品安全运抵指定目的港的方式装箱、包装、标示及/或其他方式准备产品。

6.2 Where containers or packaging are to be returned to Supplier, this must be clearly stated on the transport documents or invoices, and the returning shall be at Supplier's risk and expense unless otherwise agreed upon in writing.

如集装箱或包装将归还供应方的，须在运输合同或发票上明确表示，并且供应方应承担归还的风险及费用，但另有书面约定除外。

6.3 Supplier 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 Products. If Supplier fails to dispatch the required documents with the Products, Archroma has the right to refuse to accept the delivery of such Products. In such case, for the purposes of these General Purchasing Terms and Conditions, the Products shall be deemed to be undelivered.

供应方应根据昂高指示至迟于产品交付时将法律规定的所有档和昂高要求的任何档送至昂高。如供应方未能将所需文件与产品一并发送，昂高有权拒绝该产品的交付，并根据本通用采购条款的目的，视为产品未交付。

7 Intellectual Property Rights 知识产权

7.1 Supplier hereby agrees that upon delivery the Products and/or Services, 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 Products and/or Services.

供应方在此同意交付产品和/或服务时，给予昂高与使用、占有、销售或分销产品和/或服务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。

7.2 Archroma retains ownership and other rights to any Intellectual Property owned or used by Archroma at the time of entering into the Purchase Agreement. Ownership and all other rights to any new Intellectual Property developed by either Party or jointly by the Parties under or in connection with the Purchase Agreement shall belong to Archroma. Supplier shall transfer to Archroma the title and other rights to such new Intellectual Property. Supplier shall give to Archroma all reasonable assistance and execute all documents necessary to enable Archroma to register or otherwise protect its rights in any such new Intellectual Property.

昂高保留其在签订采购协议时拥有或使用知识产权的所有权或其权利。任意一方或双方在履行采购协议时产生的新知识产权的所有权及其他权利应属于昂高。供应方应向昂高转移此类新知识产权的所有权及其他权利。供应方应为昂高提供各类合理协助，签署将使昂高进行登记或以其它方式保护新知识产权所需的所有档。

7.3 Supplier represents and warrants to Archroma that the Products and/or Services shall not infringe any third party's Intellectual Property rights and undertakes to indemnify Archroma against any and all claims, losses, damages, costs and expenses suffered by Archroma in relation thereto.

供应方向昂高陈述与保证产品和/或服务没有侵害任何第三方知识产权，并承诺赔偿昂高因此而遭受的任何索赔、损失、损害、支出及费用。

8 Confidentiality & Data Protection 保密和信息保护

8.1 Supplier shall keep in confidence all commercial, technical, financial and other confidential information provided by Archroma (“Confidential Information”). During the term of the Purchase Agreement and for a period of three (3) year thereafter, Supplier shall not disclose Confidential Information to any third party or use such Confidential Information for any other purpose than the performance of its obligations under the Purchase Agreement. Additional terms contained in any applicable confidentiality or non-disclosure agreement entered into between Supplier and Archroma shall also be applied to the exchange of information under the Purchase Agreement.

供应方应对昂高提供的所有商业、技术、财务和其它保密信息（“保密信息”）严格保密。在采购协议有效期内及其届满后三（3）年内，供应方不得向第三方披露保密信息，或将此类保密信息用于履行采购协议项下义务以外的其它目的。供应方与昂高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采购协议项下的信息交流。

8.2 Supplier undertakes to impose the same obligations on any employees and third parties which obtain Confidential Information as required for the performance of the Purchase Agreement and warranties that such employees and third parties will comply with such obligations.

供应方承诺任何履行采购协议所需而知晓保密信息的员工及第三方均负有相同义务，并保证该些员工及第三方遵守该义务。

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

未经昂高事先书面同意，供应方无权援引昂高用于市场营销或商业用途。

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

各方在履行采购协议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。

8.5 If and to the extent that Supplier 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 Supplier 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 Supplier 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 Purchase Agreement.

若供应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。双方同意供应方作为信息处理人 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

系统和服务的保密性、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，以确保在供应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主题、性质、目的和种类以及个人信息主体的类别，由采购协议具体约定。

9 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 Purchase Agreement or purchase order(s), on written notice to Supplier without intervention of the court and without liability for any damage suffered by Supplier as a result of such termination.

因包括但不限于自然灾害、战争、恐怖行为、事故、爆炸、核事故、设备或机器故障、蓄意破坏、劳动问题（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、燃料及能源短缺、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，昂高无须起诉即有权书面通知供应方终止采购协议或订单，且无需对供应方因此遭受的任何损害负责。

10 Termination 合同解除

10.1 If Supplier (1) does not properly or within time comply with any of its obligations under the Purchase Agreement; or (2) is declared bankrupt, files a petition for bankruptcy or requests the granting of suspension of payments; or (3) is subject to similar measures in the jurisdiction under which Supplier is organised, Archroma shall be entitled to, ipso iure and without notice, terminate any and all Purchase Agreements concluded with Supplier with immediate effect, without any judicial orders being necessary, without prejudice to any other right or compensation of which Archroma could benefit under the Purchase Agreement and these General Purchasing Terms and Conditions or applicable laws.

昂高有权根据法律在下列情况下无需通知供应方即可解除与之订立的全部采购协议：如供应方(1)未能适当或在期限内遵守本采购协议项下义务；或(2)被宣告破产、请求破产或停止支付；或(3)受制于供应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，且不影响其根据采购协议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。

10.2 Archroma shall be entitled to, with or without a reason, early terminate the Purchase Agreement at any time with a fifteen (15) days prior written notice to Supplier. Supplier shall then be entitled to the prices on pro-rata basis attributable to the delivered Products and/or Services with Archroma's Acceptance. Supplier 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）天提前书面通知供应方而提前解除采购协议。供应方有权按比例收取与已提供的并为昂高接受的产品和/或服务部分相对应的费用。供应方无权要求其他任何性质的补偿或赔偿。

11 Indemnification to Archroma 向昂高赔偿

Supplier 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 arise out of or are related to the defect in the delivery of the Products and/or Services by Supplier.

供应方应全额赔偿昂高并保证昂高免受由供应方交付产品和/或服务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，无论昂高是否已实际遭受，具有责任或被要求承担该些索赔。

12 Compliance with Laws and Regulations 合法合规

12.1 Supplier shall comply with all applicable laws and regulations and all policies from competent authorities having jurisdiction in connection with Supplier's delivery of Products and/or Services under the Purchase Agreement as well as Archroma's Suppliers Code of Conduct.

供应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采购协议项下的交付产品和/或服务的义务，并遵守《昂高供应商行为准则》。

12.2 Supplier represents and warrants that Supplier 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. 供应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。

12.3 Supplier shall obtain and maintain throughout the effective term of the Purchase Agreement including its extension period all authorizations, permits, certificates, licenses and qualifications or the like required to perform the Purchase Agreement.

供应方需取得其履行采购协议所需的各类授权、许可、证书、执照以及资质，并确保在采购协议有效期及其续展期内持续有效。

12.4 Supplier represents and warrants that Supplier 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 Purchase Agreement 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 Purchase Agreement on Supplier's behalf from committing Bribery; and d) shall

keep accurate and true records that are not misleading of all payments made under the Purchase Agreement or its dealings with Archroma.

供应方承诺并保证，供应方 a)不得给予采购协议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；b)不属于政府工作人员且与政府工作人员不存在任何关联；c)具备完善的程序防止以供应方名义履行采购协议的其他方出现腐败行为；以及 d)保持与采购协议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。

12.5 A breach of this Article 12 by Supplier shall entitle Archroma to terminate the Purchase Agreement immediately upon written notice and Supplier shall indemnify and keep Archroma indemnified against all actions, proceedings, costs, claims, demands and expenses arising from such a breach and termination.

若供应方违反本第 12 条之规定的，昂高有权书面通知供应方立即解除采购协议，供应方需赔偿并保证昂高免受由供应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。

13 Miscellaneous 其他

13.1 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执行性不妨碍或影响其余条款的效力或执行性。

13.2 Supplier shall not assign any Purchase Agreement 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 Supplier to use subcontractors, Supplier shall remain fully liable for the performance or non-performance by the subcontractors of Supplier's obligations under the Purchase Agreement and these General Purchasing Terms and Conditions.

未经昂高事先书面同意，供应方不得将任何采购协议或本通用采购条款下的权利全部或部分地转让给第三人。即使昂高书面同意供应方采用分包商，供应方仍应对分包商履行或不履行其在采购协议和本采购通用条款项下的供应方义务而完全负责。

13.3 Archroma shall be entitled to use Archroma Affiliates for the performance of its obligations under the Purchase Agreement. Any obligation of Archroma under the Purchase Agreement 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 Purchase Agreement 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采购协议项下的义务。昂高在采购协议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。采购协议项下向昂高授予的权利也适用并延伸至昂高的关联公司。

13.4 The Appendices to the Purchase Agreement and these General Purchasing Terms and Conditions shall form an integral part of the Purchase Agreement.

采购协议的附件和本通用采购条款应构成采购协议不可分割的组成部分。

13.5 If these General Purchasing Terms and Conditions are translated into different language(s), the English version shall prevail in case of discrepancy.

若本通用采购条款被译为其他语言，有歧义部分应以英文版本为准。

13.6 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。

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

14.1 The Purchase Agreement and these General Purchasing Terms and Conditions and all matters arising out of or relating to the Purchase Agreement 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.

采购协议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的适用。

14.2 Any dispute arising out of or in connection with the Purchase Agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the competent court within the Jurisdiction.

因采购协议引起的或与采购协议有关的争议，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。

15 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 Supplier has in whole or in part performed the obligations under the Purchase Agreement.

“接受”应指昂高对于供应方已部分或全部履行其在采购协议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 Purchase Agreement, including these General Purchasing Terms and Conditions.

“附件”应指采购协议附件，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。

“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 9 of these General Purchasing Terms Conditions.

“不可抗力”应指本通用采购条款第 9 条的定义。

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

“通用采购条款”应指昂高针对产品和服务的上述通用采购条款。

"Archroma" shall mean the entity and/or its Affiliate receiving the Products and/or Services from Supplier, as specified in the Purchase Agreement.

“昂高”是指采购协议规定的接收供应方提供的产品和/或服务的实体和/或其关联公司。

"Intellectual Property" shall mean any patents, utility models, designs, copyrights, trademarks, trade names, inventions, trade secrets, know-how and any other industrial or intellectual property rights, and applications thereof.

“知识产权”是指专利、实用新型、设计、版权、商标、商号、发明、商业机密、专有技术以及其它工业或知识产权及其应用等。

“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。

"Party" shall mean Supplier or Archroma.

“一方”是指供应方或昂高。

"Parties" shall mean Supplier and Archroma.

“双方”是指供应方与昂高。

"Products" shall mean the products to be provided by Supplier to Archroma as specified in the Purchase Agreement.

“产品”是指供应方根据采购协议的规定向昂高提供的产品。

"Purchase Agreement" or "Agreement" shall mean the written or oral purchase agreement for the delivery of the Products and/or Services entered into between Supplier and Archroma, including its Appendices and these General Purchasing Terms and Conditions.

“采购协议”或“协议”是指供应方和昂高之间就产品和/或服务的交付达成的书面或口头采购协议，包括其附件和本通用采购条款。

"Services" shall mean the services to be provided by Supplier to Archroma as specified in the Purchase Agreement.

“服务”是指供应方根据采购协议的规定向昂高提供的服务。

“Site” shall mean the premises of Archroma at which delivery of Products and/or Services is to take place, including any land and other places designated by Archroma for the purposes of the Purchase Agreement.

“现场”是指交付产品和/或服务行为发生的昂高的场所，包括昂高为实现采购协议目的而指定的其他各类场所。

"Supplier" shall mean the entity supplying the Products and/or Services to Archroma, as specified in the Purchase Agreement.

“供应方”是指采购协议规定的向昂高提供的产品和/或服务的实体。