

**ABB GENERAL TERMS AND CONDITIONS**  
**FOR PURCHASE OF PROJECT DESIGNED GOODS**  
**ABB 项目定制货物采购一般条款和条件**  
**ABB GTC/PROJECT DESIGNED GOODS (2015-1 STANDARD)**  
**ABB GTC/项目定制货物 (2015-1 标准)**

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**DATE:** January 1<sup>st</sup>, 2015

**日期:** 2015 年 1 月 1 日

**FOR:** ABB Contractors' purchase from Subcontractor of goods designed for integration into a Project, and optionally for the purchase of services for supervision of installation, commissioning and testing of such goods.

**适用范围:** ABB 承包方向分包方采购适用于特定项目的定制货物, 和适用于采购监督安装、调试和测试该货物的服务。

## 1. DEFINITIONS AND INTERPRETATION

### 定义和解释

1.1 In this document, the following terms shall have the following meaning:

在本文中，以下术语定义如下：

**“ABB Contractor”**: the purchasing ABB entity being party to the Subcontract;

**“ABB 承包方”**: 进行采购的 ABB 实体，是分包合同的一方；

**“ABB Contractor Data”**: any data or information acquired by Subcontractor in preparation of or during the fulfilment of the Subcontract, irrespective of whether such data or information relates to ABB Contractor, its Affiliates or their respective customers or suppliers, including but not limited to all technical or commercial know-how, drawings, specifications, inventions, processes or initiatives which are of a confidential nature as well as data or information belonging to ABB Contractor or its Affiliates (i) relating to an identified or identifiable individual or legal entity or any other entity which is subject to applicable data protection or privacy laws and regulations, and/or (ii) being qualified as “personal data”, “personal information”, or “personally identifiable information” within the meaning of the applicable laws;

**“ABB 承包方数据”**: 分包方在准备或履行分包合同过程中获得的任何数据或信息，无论此种数据或信息是否和 ABB 承包方、其关联公司或它们的相关客户或供应商有关，包括但不限于具有保密性质的所有技术或商业专有技术、图纸、规格、发明、流程或首创以及属于 ABB 承包方或其关联公司的下列数据或信息：(i) 与须遵守适用的数据保护或隐私法律法规的已知的或可知的个人或法律实体或任何其他实体有关的，和/(ii)根据适用法律被归为“个人数据”、“个人信息”、或“可知个人信息”；

**“ABB GTC/Project Designed Goods”**: the present ABB General Terms and Conditions for Purchase of Project Designed Goods (2015-1 Standard);

**“《ABB GTC/项目定制货物》”**: 本《ABB 项目定制货物采购一般条款和条件》(2015-1 标准)；

**“Acceptance Test Certificate”**: the document issued by ABB Contractor in accordance with Clause 8.8 below;

**“验收测试证书”**: ABB 承包方根据以下第 8.8 条出具的文件；

**“Affiliate”**: any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by, or is under common ownership with a Party, by virtue of a controlling interest of 50 % or more of the voting rights or the capital;

**“关联公司”**: 现在或将来直接或间接以拥有 50%控制利益或以上投票权或股本的方式控制一方、被一方控制或与一方一起受其他方控制的任何公司制或非公司制实体；

**“Client”**: the person, firm or company who has employed or will employ ABB Contractor for the execution of the Project;

**“客户”**: 已经雇佣或将要雇佣 ABB 承包方以完成项目的自然人、企业或公司；

**“Delivery”**: delivery of the Project Designed Goods Free Carrier FCA (named place of delivery as specified in the Subcontract) Incoterms 2010;

**“交付”**: 按照《国际贸易术语解释通则 2010》FCA 术语定义（交付地点见分包合同）交付项目定制货物；

**“Effective Date”**: the day when the Subcontract comes into full force and effect as stated in the Subcontract;

**“生效日”**: 分包合同中载明的分包合同生效的日期；

**“Embedded Software”**: software necessary for operation of the Project Designed Goods and embedded in and delivered as integral part of the Project Designed Goods, however excluding any other software, which shall be subject to a separate licence agreement;

**“嵌入式软件”**: 嵌入项目定制货物之中、作为项目定制货物一部分交付的并对于项目定制货物运转而言必要的软件，不包括需遵守单独许可协议的任何其他软件；

**“Final Acceptance Certificate”**: the document issued by ABB Contractor to Subcontractor in accordance with the provisions of Clause 8.10 below;

**“最终验收证书”**: ABB 承包方根据以下第 8.10 条向分包方出具的文件；

**“Intellectual Property (Rights)”**: all proprietary rights in results created intellectually (by thought) and protected by law, including but not limited to patents, patent applications and related divisionals and continuations, utility models, industrial designs, trade names, trademarks, copyrights (regarding software source codes, Subcontractor Documentation, data, reports, tapes and other copyrightable material) and respective applications, renewals, extensions, restorations, or proprietary rights in results created intellectually (by thought) which are protected by confidentiality, including but not limited to know-how and trade secrets;

**“知识产权(权利)”**: 受法律保护的智慧(思维)劳动成果中的所有专属权利，包括但不限于专利、专利申请和相关分项申请和后续申请、实用新型、工业设计、商品名称、商标、版权(关于软件源代码、分包方文件、数据、报告、磁带和其他享有版权的材料)和相关申请、续期、延期、恢复，或者受到保密条款保护的智力(思维)劳动成果中的专属权利，包括但不限于专有技术和商业秘密；

**“Main Contract”**: the contract entered into between Client and ABB Contractor in respect of the Project;

**“主合同”**: 客户和 ABB 承包方就此项目缔结的合同；

**“Open Source Software”**: publicly available and accessible software which can be used, modified and further developed by everybody, however always in compliance with the relevant publicly available underlying licence terms and conditions;

**“开源软件”**: 任何人都可使用、修改和进一步开发的可公开利用和存取的软件, 但是应始终遵守相关的公开的开源软件许可条款;

**“Order”**: ABB Contractor’s purchase order (PO) issued to Subcontractor requesting the supply of the Project Designed Goods as specified in the Order, which is subject to the ABB GTC/Project Designed Goods and the Special Terms and Conditions, as the case may be. An Order can be placed either (i) as an electronic Order, or (ii) as a written Order; in both cases the Order shall contain a reference to the ABB GTC/Project Designed Goods;

**“订单”**: ABB 承包方向分包方发出的采购订单 (PO), 要求提供订单中载明的项目定制货物, 并视情况遵守《ABB GTC/项目定制货物》和《特别条款和条件》。订单可以(i) 以电子订单形式出具, 或 (ii) 以书面订单形式出具; 在两种情况下订单需包含对《ABB GTC/项目定制货物》的援引;

**“Party”**: either ABB Contractor or Subcontractor, collectively referred to as “Parties”;

**“一方”**: ABB 承包方或分包方, 二者合称“双方”;

**“Project”**: the project to be executed by ABB Contractor under the Main Contract;

**“项目”**: ABB 承包方在主合同下执行的项目;

**“Project Designed Goods”**: all material, components, machinery, equipment, supplies, Subcontractor Documentation and Services as per Clause 3.16, to be delivered as specified in the Subcontract;

**“项目定制货物”**: 根据第 3.16 条, 所有将根据分包合同中的规定交付的材料、组件、机器、设备、物资、分包方文件和服务;

**“Provisional Acceptance Certificate”**: the certificate issued, as the case may be, by Client or ABB Contractor which evidences that the Project has met the performance criteria as specified in the Main Contract;

**“临时验收证书”**: 客户或 ABB 承包方根据具体情况出具的用以证明项目符合主合同中规定的履约标准的证书;

**“Schedule”**: the time for completion of the Delivery as specified in the Subcontract;

**“时间表”**: 分包合同列明的完成交付的时间;

**“Site”**: the location where the Project is to be completed;

**“现场”**: 完成项目的场所;

**“Subcontract”**: a written contract, comprising of:

**“分包合同”**: 书面合同, 包含:

- Subcontract Execution Document,  
《分包合同执行文件》

- Special Terms and Conditions,  
《特别条款和条件》

- ABB GTC/Project Designed Goods,  
《ABB GTC/项目定制货物》

- Annexes,  
附件

and/or the Order, which is accepted by Subcontractor (either expressly by written statement or impliedly by fulfilling the Subcontract in whole or in part);

和/或经分包方接受的订单 (无论是以书面声明明示或以全部或部分履行分包合同而默示地接受订单);

**“Subcontractor”**: the party of the Subcontract responsible for supplying the Project Designed Goods;

**“分包方”**: 负责提供项目定制货物的分包合同的一方;

**“Subcontractor Documentation”**: any HSE, operation, training and maintenance manuals, user guides, drawings, calculations, technical data, logic diagrams, progress reports, quality confirmation certificates, bills of lading, certificates of origin, export authorizations and licences, and any such other documents as required under the Subcontract and/or applicable laws;

**“分包方文件”**: 任何 HSE、运营、培训和维护手册、使用指南、设计图、计算方法、技术数据、逻辑图、进度报告、质量确认证书、提单、原产地证书、出口授权和许可、和分包合同和/或适用的法律要求的任何其他此种文件;

**“Subcontract Price”**: the price to be paid by ABB Contractor to Subcontractor as specified in the Subcontract;

**“分包合同价格”**: 分包合同中载明的 ABB 承包方将支付给分包方的价格;

**“Variation Order”**: a change to the Subcontract such as to alter the Schedule, and to amend, to omit, to add to, or otherwise to change the Project Designed Goods or any parts thereof.

**“变更单”**: 对分包合同进行的变更, 比如更改时间表、修改、删除、添加或变更项目定制货物或其任何部分;

1.2 Unless otherwise specified in the present ABB GTC/Project Designed Goods or the Subcontract:

除非本《ABB GTC/项目定制货物》或分包合同中另有规定, 否则:

1.2.1 References to Clauses are to Clauses of the ABB GTC/Project Designed Goods;

参考条款是指参考《ABB GTC/项目定制货物》中的条款;

1.2.2 Headings to Clauses are for convenience only and do not affect the interpretation of the ABB GTC/Project Designed Goods;

条款标题仅为提供方便, 不应影响《ABB GTC/项目定制货物》条款的解释;

1.2.3 The use of the singular includes the plural and vice versa.

单数词语的使用包含其复数，反之亦然。

1.3 Capitalized terms used in the ABB GTC/Project Designed Goods and the Subcontract shall have the meaning and shall be interpreted in the way described under Clause 1.1 above or as otherwise expressly defined in the ABB GTC/Project Designed Goods, or the Subcontract.

《ABB GTC/项目定制货物》和分包合同中使用的的大写术语的含义和解释应遵照以上第 1.1 条，或在《ABB GTC/项目定制货物》或分包合同中明确定义。

## 2. APPLICATION OF TERMS

### 条款适用

2.1 The Subcontract, including the ABB GTC/Project Designed Goods, shall be the exclusive terms and conditions upon which ABB Contractor is willing to deal with Subcontractor, and the terms of the Subcontract, including the ABB GTC/Project Designed Goods, shall govern the contractual relationship between ABB Contractor and Subcontractor.

分包合同（包括《ABB GTC/项目定制货物》）应为 ABB 承包方愿意和分包方交易的排他性条款，并且分包合同（包括《ABB GTC/项目定制货物》的条款）应支配 ABB 承包方和分包方的合同关系。

2.2 No terms or conditions endorsed upon, delivered with or contained in Subcontractor's quotations, acknowledgements or acceptances, specifications or similar documents will form part of the Subcontract, and Subcontractor waives any right which it otherwise might have to rely on such other terms or conditions.

分包方报价单、确认书或接受函、规范或类似文档上背书的、随带的或包含的条款不应构成分包合同的一部分，分包方放弃任何其针对这些条款享有的权利。

2.3 Any amendment to the Subcontract or deviations from the provisions of the Subcontract shall have no effect unless expressly agreed in writing by the Parties.

任何对于分包合同的修订或与分包合同条款的偏差应无效，除非双面通过书面明确同意。

## 3. SUBCONTRACTOR'S RESPONSIBILITIES

### 分包方的职责

3.1 Subcontractor shall supply the Project Designed Goods, including the Subcontractor Documentation:

分包方应按以下条件提供项目定制货物，包括分包方文件：

3.1.1 in accordance with the applicable laws and regulations, including but not limited to statutes, ordinances, permits or approvals (collectively, the "Applicable Laws") of any federal, state, local or other authority or labour union applicable to the Project Designed Goods, and shall keep ABB Contractor indemnified against all penalties and liabilities of any kind for non-compliance with any such Applicable Laws. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by Subcon-

tractor shall be in compliance with the generally accepted best practice of the relevant industry. The Schedule for the Delivery of the Project Designed Goods and the Subcontract Price shall be adjusted to take account of any increase or decrease in cost or delay resulting from a change in the Applicable Laws which materially affect Subcontractor in the performance of its obligations under the Subcontract, provided however that adjustments relevant to the Delivery of the Project Designed Goods are obtained by ABB Contractor from Client under the Main Contract;

根据适用的法律法规，包括但不限于任何联邦、国家、当地或其他项目定制货物适用的有权机关或工会的法规、条例、许可或批准（统称“适用法律”），并保持 ABB 承包方免受所有因未遵守此种适用法律而产生的任何种类的处罚和责任。如此种法规是劝告性的而非强制性的，分包方遵守的标准应是相关行业普遍接受的最佳标准。对项目定制货物交付的时间表及分包合同价格的调整应考虑到由于适用法律变更而实质性地影响分包方履行分包合同下义务导致的任何费用的增加或减少或延迟，但前提为客户同意 ABB 承包方对主合同下与项目定制货物的交付有关的时间表进行调整；

3.1.2 in accordance with the quality standards stated under Clause 11.1 and further specified in the Subcontract;

遵照第 11.1 条说明的和分包合同中进一步指明的质量标准；

3.1.3 free from defects and from any rights of third parties;

没有瑕疵并且不存在第三方的任何权利；

3.1.4 on the dates specified in the Schedule;

按照时间表的规定日期；

3.1.5 in the quantity specified in the Subcontract; and

符合分包合同规定的数量；和

3.1.6 by skilled, experienced and competent engineers, foremen and labour, hired in numbers necessary for the proper and timely Delivery of the Project Designed Goods.

由雇佣的能适当和按时交付项目定制货物所需人数的、熟练的、有经验的和能胜任的工程师、工长和工人完成。

3.2 Subcontractor shall not substitute or modify any of the Project Designed Goods or make any changes to the Project Designed Goods without ABB Contractor's prior written approval.

未经 ABB 承包方事先书面批准，分包方不应替换或修改任何项目定制货物或变更项目定制货物。

3.3 Subcontractor shall carry out and be responsible for the design and engineering of the Project Designed Goods. If during the approval procedure ABB Contractor/Client requires any modifications of the submitted design in the frame of the completeness and functionality of the Project Designed Goods, such modifications shall be deemed to be included in the Subcontract Price. Subcontractor shall prepare drawings, calculations, software programs, samples, patterns, models,

operation and maintenance manuals, and other Subcontractor Documentation and information of a similar nature, in sufficient detail to satisfy all Applicable Laws and regulatory approvals and to provide ABB Contractor and Client and other persons concerned with sufficient information to operate, install, commission, repair, alter, maintain and otherwise use the completed Project Designed Goods.

分包方应完成项目定制货物的设计和工程咨询并对其负责。如果在批准程序期间, ABB 承包方/客户要求对提交的项目定制货物的设计在完整性和功能性的范围内进行任何修改, 该修改应被视为包含在分包合同价格内。分包方应准备充分的详细的设计图、计算方法、软件程序、样品、图案、模型、运行和维护手册、和其他类似性质的分包方文件和信息, 以满足所有适用法律和法规下的审批, 并向 ABB 承包方和客户和其他有关人员提供足够的信息以运行、安装、调试、修理、修改、维护和使用完整的项目定制货物。

3.4 Subcontractor must obtain prior approval from ABB Contractor of any transport company (including the vehicles such as trucks, aircrafts, vessels etc.) which Subcontractor intends to use for the transportation of the Project Designed Goods. Unless ABB Contractor denies approval within ten (10) calendar days of receipt of the list of transport companies including the vehicles intended to be used, such list shall be deemed approved by ABB Contractor. Vessels used for transportation shall be less than fifteen (15) years old.

分包方必须就分包方欲用来运输项目定制货物的任何运输公司(包括卡车、飞机、船只等的运载工具)获得 ABB 承包方的事先批准。除非 ABB 承包方在接到运输公司清单(包括欲使用的运载工具)起十(10)个日历日内拒绝批准, 否则应视为 ABB 承包方批准该清单。运输所用船只的已投入使用时间应少于十五(15)年。

3.5 Subcontractor shall satisfy itself as to all aspects of the Project insofar as they affect the Project Designed Goods or the execution of the Subcontract.

分包方了解并接受对项目定制货物或分包合同的执行有影响的所有方面。

3.6 Subcontractor's failure to obtain all information required shall not relieve Subcontractor neither from the responsibility of estimating properly the cost of delivering the Project Designed Goods, nor from the responsibility for additional costs arising out of or in connection with such omission, nor from the responsibility for the performance of the Subcontract.

分包方未获得所有所需信息不应免除分包方适当地评估交付项目定制货物费用的责任, 及由此种疏漏造成或与之有关额外费用的责任, 及履行分包合同的责任。

3.7 Subcontractor shall be deemed to have examined and taken into consideration all relevant conditions, risks, contingencies, legal requirements, necessary schedules, drawings and plans and all other

circumstances which may influence or affect the Project Designed Goods or its obligations under the Subcontract, and to have obtained on its own responsibility all additional information and details which Subcontractor requires for the execution and completion of the Subcontract. ABB Contractor shall not be responsible for any costs or losses due to failure of Subcontractor to obtain such information.

分包方应被视为已检验和考虑所有相关条件、风险、偶发性、法律要求、必要的时间表、设计图和计划和所有其他可能影响项目定制货物或其分包合同下义务的情况, 并已自担责任获得分包方为执行和完成分包合同要求的所有额外信息和详细资料。ABB 承包方不应为分包方未获得该信息而导致的任何费用或损失负责。

3.8 Subcontractor shall give all notices and obtain and pay for all permits, visas, licences and fulfil all other requirements necessary for the supply of the Project Designed Goods.

分包方应发布所有通知, 获得和支付所有许可、签证、特许和满足提供项目定制货物所需的所有其他要求。

3.9 Subcontractor shall ensure that the Project Designed Goods are contained, packaged and/or marked in a manner that will preserve and protect the Project Designed Goods until risk transfers to ABB Contractor under the Subcontract. In addition, Subcontractor shall comply with any such packing and marking standards as required under the Special Terms and Conditions.

分包方应确保项目定制货物以保存和保护项目定制货物的方式包装、打包和/或标记, 直到分包合同项下风险转移至 ABB 承包方。另外, 分包方应遵守《特别条款和条件》要求的任何此种包装和标记标准。

3.10 In the event that Subcontractor is required to have access to the Site, such access shall be subject to ABB Contractor's prior written approval. ABB Contractor shall grant Subcontractor access to the respective portions of the Site (as may be required in accordance with the Schedule) to enable Subcontractor to perform its obligations under the Subcontract.

如果分包方被要求进入现场, 该进入应得到 ABB 承包方事先书面批准。ABB 承包方应授权分包方进入现场的相关部分(根据时间表需要), 使分包方能履行分包合同下的义务。

3.11 Subcontractor shall pay and be responsible for the suitability and availability of access routes as well as for any special or temporary rights of way required by, for or in connection with performance of its obligations under the Subcontract. Subcontractor shall take precautions to keep all public or private roads or tracks clear of any spillage or droppings from its traffic. All such spillage or droppings which occur shall be cleared immediately at Subcontractor's risk and expense.

分包方应就进入路径的适合性和有效性和履行分包合同项下其义务要求的或与之有关的特殊或临时通行权利进行支付并对其负责。分包方应采取预防措施确保其运输途中没有物品溢出或掉落在所

有公共或私人道路或路径上。如发生此种溢出或掉落，应立即清理并由分包方承担风险和费用。

3.12 Subcontractor shall bear the risk of loss of or damages to the Project Designed Goods until Delivery and be responsible for any loss of or damages to the Project Designed Goods caused by Subcontractor after Delivery.

分包方应承担项目定制货物的损失或损害风险直至交付，并对交付之后由分包方造成的项目定制货物的任何损失或损害负责。

3.13 Subcontractor shall co-operate with ABB Contractor's request in scheduling and performing the Subcontract to avoid conflict or interference with work provided by other contractors and third parties at Site.

分包方应配合 ABB 承包方的要求安排和履行分包合同，以避免与在现场工作的其他承包商和第三方产生冲突或带来干扰。

3.14 If Subcontractor's performance depends on proper provision of equipment or execution of works by ABB Contractor, Client or third parties, Subcontractor shall, prior to proceeding with the affected part of the Subcontract, promptly report in writing to ABB Contractor any apparent discrepancies or defects in equipment or execution of work or material. Otherwise such equipment or execution of works shall be deemed to be accepted by Subcontractor.

如果分包方履约依赖于 ABB 承包方、客户或第三方适当地提供设备或执行工作，分包方应在履行分包合同受影响部分之前，立即向 ABB 承包方书面报告设备或执行工作或材料中的任何明显不符或缺陷。否则应视为分包方已接受该设备或被执行的工作。

3.15 Subcontractor shall be responsible for any activities performed by its employees in relation to the Subcontract, and in particular the following shall apply:

分包方应对其员工履行的与分包合同有关的任何行为负责，特别是以下内容应适用：

3.15.1 Subcontractor assumes full and exclusive responsibility for any accident or occupational disease occurred to its employees in relation to the performance of the Subcontract.

分包方对其员工发生的与履行分包合同有关的任何事故或职业病承担完全的排他性的责任。

3.15.2 It is expressly agreed that the Subcontract does not imply any employment relationship between ABB Contractor and Subcontractor, or between ABB Contractor and Subcontractor's employees assigned to the execution of the Subcontract. ABB Contractor shall remain free of any direct or indirect responsibility or liability for labour, social security or taxes with respect to Subcontractor and its employees assigned to the performance of the Subcontract.

双方明确同意，分包合同并不意味着 ABB 承包方和分包方之间在任何雇佣关系，或 ABB 承包方和分包方指派完成分包合同的员工之间有任何雇佣关系。对于分包方和其委派完成分包合同的员

工，ABB 承包方不承担任何直接或间接的与劳动、社会保险或税务有关的责任或债务。

3.15.3 Subcontractor shall hire in its own name all employees required to perform effectively the Subcontract, who shall under no circumstances act as ABB Contractor's employees.

分包方应以其名义雇佣有效履行分包合同所需的所有雇员，这些雇员在任何情况下不得以 ABB 承包方雇员的名义行事。

3.15.4 Subcontractor shall be solely and exclusively responsible for any claims and/or lawsuits filed by its employees and – unless caused by ABB Contractor's gross negligence or intentional act – hold ABB Contractor entirely safe and harmless from such claims and/or lawsuits. Subcontractor undertakes to voluntarily appear in court, recognizing its status as sole and exclusive employer, and to provide ABB Contractor with any and all requested documentation necessary to ensure proper legal defence of ABB Contractor in court.

分包方应单独和排他性地对由其员工提起的任何索赔和/或诉讼负责（除非由 ABB 承包方的重大过失或故意行为导致），并使 ABB 承包方完全安全和免于承担此种索赔和/或诉讼的责任。分包方承诺其会自愿出庭，并承认其单独和排他性的雇主身份，并向 ABB 承包方提供保证能使 ABB 承包方在法庭中有适当的法律辩护的任何和所有所需的文件和信息。

3.15.5 ABB Contractor is authorized to make any payments due to Subcontractor's employees performing the Subcontract, in order to avoid lawsuits. Such payments may be made through withholding Subcontractor's credits, through offsetting or in any other way. Subcontractor shall provide any support requested by ABB Contractor with regard to such payments and indemnify ABB Contractor for any payments made.

ABB 承包方被授权向履行分包合同的分包方的雇员支付任何到期款项，以避免诉讼。此种付款通过扣除给予分包方的信用额度、抵消或任何其他方式进行。分包方应根据 ABB 承包方要求提供关于此种付款所需的任何支持且就此付款对 ABB 承包方进行补偿。

3.16 In the event ABB Contractor orders services for the Project Designed Goods to be performed by Subcontractor or any of its sub-suppliers, the following provisions shall apply:

如果 ABB 承包方为项目定制货物订购由分包方或任何其次级供应商履行的服务，应适用以下条款：

3.16.1 "Services": means all services to be executed by Subcontractor or any of its sub-suppliers and all other undertakings, obligations and responsibilities of Subcontractor specified in the Subcontract. Without limiting the generality of the foregoing, Services shall include the supervision of the proper installation, commissioning and testing of the Project Designed Goods. Subcontractor shall co-ordinate the performance of the Services with ABB Contractor's Site management, taking into account the conditions prevailing on the Site. Subcontractor shall

supply all equipment relevant to the Services to be provided and special tools of whatever kind, commissioning spares and consumables required for these Services. For the avoidance of doubt, special tools shall include all items required to work on the instrumentation and the control equipment and to install, set-up and configure the controls and transmitters provided with the Project Designed Goods. All spare parts, special tools and consumables shall become the property of ABB Contractor.

“服务”：指将由分包方或任何其次级供应商完成的所有服务和分包合同中规定的分包方的所有其他工作、义务和责任。在不限制前述的情况下，服务应包括监督项目定制货物的适当安装、调试和测试。分包方应与 ABB 承包方的现场管理协调提供服务，考虑现场当时的条件。分包方应提供与将被提供的服务有关的所有设备和特殊工具，以及这些服务所需的调试备件和耗材。为避免疑问，特殊工具应包括需在仪器和控制设备上工作的所有物品，以及安装、组建和配置与项目定制货物一起提供的控制器和变送器所需的所有物品。所有备件、特殊工具和耗材应成为 ABB 承包方的财产。

3.16.2 Personnel to execute Services: Subcontractor shall in a timely manner obtain and pay for all permits, licenses, visas and approvals necessary to allow its personnel to execute the Services in accordance with the Schedule. Personnel shall comply with particular country specific travel safety instructions and/or restrictions as provided by ABB Contractor. Subcontractor shall employ and provide sufficient number of competent and experienced personnel for the execution of the Services. Upon ABB Contractor's request Subcontractor shall remove forthwith from the Site any person who, in the opinion of ABB Contractor, misconducts or is incompetent or negligent. Any person so removed shall be replaced within fifteen (15) calendar days by a competent substitute. All costs relating to such removal shall be borne by Subcontractor. Subcontractor shall employ only persons free from contagious diseases. Subcontractor shall, if requested by ABB Contractor, perform medical examination of its employees and provide ABB Contractor with the results of such examination, unless such provision would violate applicable laws.

执行服务的人员：分包方应及时获得对使其人员能根据时间表履行服务必要的所有许可、授权、签证和批准并付款。人员应遵守 ABB 承包方提供的有关特定国家旅行安全的要求和/或限制。分包方应雇佣和提供足够人数的能胜任和有经验的人员来完成服务。应 ABB 承包方的要求，分包方应立即将 ABB 承包方认为有不当行为的、或不胜任的或疏忽大意的任何人移除出现场。任何被移除的人应在十五（15）个日历日内被能胜任的人代替。所有与此种移除有关的费用应由分包方承担。分包方仅应雇佣没有传染病的人员。如果 ABB 承包方要求，分包方应对其员工进行体检，并向 ABB 承包方提供检查结果，除非该提供将违反适用的法律。

3.16.3 Site conditions: Subcontractor shall satisfy itself as to the specifics of the Site, and all aspects thereof insofar as they affect the execution of the Services. Subcontractor shall also satisfy itself as to the means of access to the Site, the accommodation which may be required, the extent and nature of work and materials necessary for execution and completion of the Services, and whether Subcontractor has reasonably considered all such aspects in the Subcontract Price.

现场情况：分包方应了解并接受现场的所有详情和对工程或执行服务有影响的所有其他方面。分包方同样应了解并接受进入现场的方法、所需的住宿、工作的范围和性质、执行和完成服务所需的材料、并且分包合同价格中合理考虑所有这些方面。

3.16.4 Co-operation with others: ABB Contractor may request Subcontractor to nominate and use a local sub-supplier to provide Services in the country of Site and to enter into the respective supply agreement with such sub-supplier. If Subcontractor nominates a sub-supplier for this purpose, Subcontractor warrants and undertakes to ABB Contractor that Subcontractor will coordinate its respective duties and obligations with the duties and obligations of that sub-supplier. Subcontractor will also ensure that Subcontractor and its sub-supplier jointly provide the supervision of the installation, commissioning of the Project Designed Goods and perform all work incidental thereto and/or otherwise necessary to ensure that the Project Designed Goods are completed and operational in accordance with the Subcontract.

与其他方合作：ABB 承包方可以要求分包方，指定和使用现场所在国的当地的次级供应商来提供服务，并与此种次级供应商签订相关的供货协议。如果分包方为此目的指定次级供应商，分包方向 ABB 承包方保证和承诺分包方将协调其与次级供应商之间相关的责任和义务。分包方将保证其和其次级供应商共同进行项目定制货物的安装监督、调试和履行为使项目定制货物能按照分包合同完成和运行所必需的附带工作和/或其他事宜。

#### 4. HEALTH, SAFETY AND ENVIRONMENT (HSE)

##### 健康、安全和环境（HSE）

4.1 Subcontractor shall comply and ensure compliance by any of its employees and subcontractors with all applicable laws relating to HSE throughout the performance of the Subcontract.

分包方应在履行分包合同过程中遵守和保证其员工和分包商遵守适用的有关 HSE 的法律。

4.2 Subcontractor shall comply with (i) ABB Contractor's HSE instructions for the Site and ABB's Code of Practice for Safe Working (as referred to in the Special Terms and Conditions), (ii) Client's instructions concerning HSE at Site and (iii) applicable industry standards and good engineering practice.

分包方应遵守(i) ABB 承包方的现场 HSE 指示和 ABB 的安全施工规范(参照《特别条款和条件》)，(ii) 客户的现场 HSE 指示和(iii) 适用的行业标准和良好的工程惯例。

4.3 Subcontractor shall allocate sufficient and qualified HSE resources to satisfy its obligations with regard to HSE. Resources allocation shall be reviewed periodically by Subcontractor and shared with ABB Contractor to ensure HSE requirements can be met. Subcontractor shall ensure that all its personnel, and its subcontractors' personnel, working on Site shall have received relevant training and induction before being allowed to work on Site. Subcontractor shall immediately remove from Site any person who, in ABB Contractor's opinion, fails to comply with the provisions of the relevant legislation, regulations and rules as appropriate or such other HSE legislation, which from time to time may be in force.

分包方应分配足够的、合格 HSE 资源来满足 HSE 相关的义务。分配的资源应由分包方定期检查并和 ABB 承包方共享, 以确保符合 HSE 要求。分包方应保证其所有在现场工作的人员和其分包商的人员在现场工作之前应接受过相关培训。分包方应立即将 ABB 承包方认为未遵守适当的相关法律、法规和规则, 或其他不时生效的 HSE 法律的任何人员从现场撤走。

4.4 Subcontractor shall be solely responsible for the health and safety of all its employees and subcontractors at Site and shall immediately advise ABB Contractor and the relevant authority, if so required, of the occurrence of any accident, incident or near-miss on or about the Site or otherwise in connection with the provision of the Project Designed Goods. Within twenty four (24) hours after the occurrence of any such accident, incident or near-miss, Subcontractor shall furnish ABB Contractor with a written report, which shall be followed within fourteen (14) calendar days by a final report. Subcontractor shall also provide such a report to the appropriate authority when required. This procedure shall not relieve Subcontractor from the full responsibility to protect persons and property, and from its liability for damages.

分包方应独自对所有其在现场的员工和分包商的健康和安全负责, 并且如被要求, 应立即通知 ABB 承包方和相关机关在现场上发生或与之有关的, 或与提供项目定制货物有关的任何事故、事件或侥幸未发生的事件。此种事故、事件或侥幸未发生事件发生后的二十四 (24) 小时内, 分包方向 ABB 承包方提供书面报告, 并在之后的十四 (14) 个日历日内出具最终报告。如被要求, 分包方也应向适当的机关提供此报告。此程序不应免除分包方保护人身和财产的完全责任和财产损失的责任。

4.5 Subcontractor shall notify ABB Contractor of all hazardous materials (as such term is defined in applicable laws or regulations) which are contained in the Project Designed Goods. Subcontractor shall furnish ABB Contractor with copies of all applicable material safety data sheets and provide any appropriate special handling instructions for the Project Designed Goods no later than ten (10) calendar days prior to the Delivery date.

分包方应通知 ABB 承包方项目定制货物中包含的所有有害物质 (按所适用法律法规中定义的术语)。分包方应在交付日前不迟

于十 (10) 个日历日, 向 ABB 承包方提供所有适用物质安全数据表的复印件和提供任何合适的项目定制货物特殊处理指示。

## 5. VARIATION ORDERS

### 变更单

5.1 ABB Contractor may issue, in the standard form provided in the Annexes, Variation Orders to Subcontractor to alter the Schedule, to amend, omit, add to, or otherwise change the Project Designed Goods or any parts thereof. Subcontractor shall carry out such Variation Orders only upon receipt of a written Variation Order and continue to be bound by the provisions of the Subcontract. The value of each Variation Order shall then be added to or deducted from the Subcontract Price, as appropriate and specified in Clause 5.2. The Variation Order shall, as the case may be, express the amount of time by virtue of which the Schedule shall be shortened or extended.

ABB 承包方可以附件中的标准格式向分包方下达变更单, 以更改时间表、修改、删除、添加或变更项目定制货物或其任何部分。分包方仅当收到书面变更单后方可履行该变更单, 并继续受分包合同约定。每份变更单的价格应根据第 5.2 条适当地从分包合同价格中增加或扣除。变更单应根据实际情况缩短或延长时间表以表明时间量。

5.2 Payments or credits for any variations covered by a Variation Order shall be calculated in accordance with the following order: (i) agreed unit price list as defined in the Subcontract, (ii) lump sum to be agreed between ABB Contractor and Subcontractor, (iii) on a time and material basis or, (iv) if necessary, as a combination of these methods. If the agreed unit price list does not cover the subject matter of the Variation Order, an additional price shall be determined by ABB Contractor on the basis of prices in the list for similar goods, and added to the unit price list.

变更单涵盖的任何变更的款项或信用额度应以下列顺序计算:

(i) 分包合同中约定的单价清单, (ii) ABB 承包方和分包方同意的一次性付款, (iii) 以时间和物料为基础或, (iv) 如有必要, 可以同时使用这些方式。如果约定的单价清单不涵盖变更单中的项目, ABB 承包方应以清单中类似货物的价格为基础决定未涵盖项目的价格, 并加入单价清单中。

5.3 Variations requested by ABB Contractor in a reasonable time period shall not result in extension of time for performance of Subcontractor's obligations.

ABB 承包方在合理时间内要求的变更不应延长分包方履行其义务的时间。

5.4 If Subcontractor believes that any order, request, act or omission of ABB Contractor involves or constitutes a change to the Subcontract, Subcontractor shall within five (5) calendar days of such order, request, act or omission forward a written proposal for a Variation Order in respect of such change to ABB Contractor. Subcontractor shall not be entitled to additional compensation in respect of costs and/or time

incurred, unless ABB Contractor issues a Variation Order as a result of Subcontractor's proposal and Subcontractor complies strictly with the notice provisions of this Clause.

如果分包方认为 ABB 承包方的任何订单、要求、行为或疏漏涉及到或构成对分包合同的变更, 分包方应在此种订单、要求、行为或疏漏后的五 (5) 个日历日内就此种变更向 ABB 承包方书面提议其出具变更单。除非 ABB 承包方因分包方提议而发出变更单, 且分包方严格遵守此条款中的通知义务, 否则分包方对由此产生的费用和/或时间不享有额外补偿。

5.5 If either ABB Contractor or Client requires any modifications to the design and engineering of the Project Designed Goods to ensuring completeness and functionality of the Project, such modifications shall not constitute a Variation Order, and costs shall be included in the Subcontract Price. Time extension for such modifications shall only be granted to the extent received by ABB Contractor from Client. In addition, if either ABB Contractor or Client requires a specific solution to be applied, such solution shall not constitute a Variation Order and shall be applied without additional costs for ABB Contractor, even if Subcontractor foresaw and submitted a different solution.

如果 ABB 承包方或客户要求对项目定制货物的设计和工程进行任何修改以保证项目的完整性和功能性, 此种修改不应构成一份变更单且费用应已经包含在分包合同价格中。此种修改延长的时间以 ABB 承包方从客户处确认的时间范围为限。另外, 如果 ABB 承包方或客户要求采用某一具体方案, 即使分包方预见和提交了不同的方案, 此种方案不应构成一份变更单且不应为 ABB 承包方产生额外费用。

5.6 Subcontractor shall not postpone or delay the performance of a Variation Order on the grounds of dispute, or that it is subject to acceptance by Subcontractor, or agreeing to the value amount, and/or time extension to Schedule.

分包方不应以有争议, 或变更单需分包方接受, 或需分包方同意价格和/或延长时间表为由而推迟或延迟履行变更单。

## 6. DELIVERY

### 交付

6.1 The Delivery shall be in accordance with the Schedule. Partial delivery is not accepted unless confirmed or requested by ABB Contractor in writing.

分包方应根据时间表交付。不接受部分交付, 除非经 ABB 承包方书面确认或要求。

6.2 Subcontractor shall submit for ABB Contractor's approval a detailed execution plan (including agreed milestones as specified in the Subcontract) for the performance of the Subcontract and shall assist ABB Contractor with regard to the scheduling and planning process, and cooperate with ABB Contractor in all respects of the Subcontract scheduling and planning.

分包方应向 ABB 承包方提交履行分包合同的详细执行计划 (包括分包合同中约定的进度表) 以供其批准, 并应在安排和规划过程中协助 ABB 承包方, 和在分包合同安排和规划的所有方面与 ABB 承包方进行配合。

6.3 Subcontractor must indicate latest at the time of acceptance of the Subcontract the customs tariff numbers of the country of consignment and the countries of origin for all Project Designed Goods. For controlled Project Designed Goods, the relevant national export control numbers must be indicated and, if the Project Designed Goods are subject to U.S. export regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic In Arms Regulations (ITAR) must be specified. Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; certificates of origin upon request.

分包方必须最迟在接受分包合同时告知 ABB 承包方: 起运国的海关关税号, 所有项目定制货物的来源国。对于受监管的项目定制货物, 必须注明相关的国家出口控制号; 如果项目定制货物须遵守美国出口法律, 必须注明《美国出口控制分类编号》(ECCN) 或《国际武器贸易条例》(ITAR) 分类号。无要求, 应提交优惠原产地证明、合规申报和起运国或目的国标志; 一旦要求, 提交原产地证书。

6.4 Subcontractor shall give ABB Contractor ten (10) calendar days written advance notice of each Delivery and shall ensure that such Delivery is accompanied by a delivery note, which shall contain the following minimum information (unless required otherwise by ABB Contractor): the Order number, date of Order, number of packages including dimensions, weights and contents and, in the case of partial delivery, the outstanding balance remaining to be delivered.

分包方每次交付应提前十 (10) 个日历日书面通知 ABB 承包方, 并应保证此种交付附随相应的交货单, 该交货单至少应包含下列信息 (除非 ABB 承包方另有要求): 订单号码、订单日期、货物包数 (包括大小、重量和容量), 以及如果是部分交付, 剩余未交付的数量。

6.5 Subcontractor (or its appointed carrier) shall provide ABB Contractor with such additional import/export documents as are requested by ABB Contractor together with a delivery note.

分包方 (或其指定承运人) 应按 ABB 承包方要求向 ABB 承包方提供此种附带的进出口文件和交货单。

6.6 Ownership of Project Designed Goods shall pass on to ABB Contractor at whichever is the earlier of the following times: (i) when loaded on the means of transport to be used for carriage of the Project Designed Goods, or (ii) progressively as payments for the Project Designed Goods are made by ABB Contractor, or (iii) when ownership transfer is required from ABB Contractor by Client under the Main Contract.

项目定制货物的所有权应在以下时间转移给 ABB 承包方，以早到者为准：(i)将运输项目定制货物装载到运输工具上，或 (ii) ABB 承包方为项目定制货物支付款项的进度，或(iii) 客户在主合同下要求 ABB 承包方转移所有权的时间。

6.7 As soon as materials provided by either ABB Contractor or Subcontractor arrive at Subcontractor's premises, the Site or other place where the Project Designed Goods are being fabricated, Subcontractor shall mark them with an identification number and ABB Contractor's name, and as far as possible keep them separate from other items.

ABB 承包方或分包方提供的材料一到达分包方经营场址、场地或制造项目定制货物的其他场所，分包方应以识别号和 ABB 承包方名称标记它们，并尽可能地将它们和其他物品分开存放。

6.8 Unless requested otherwise, Subcontractor shall at least monthly in the form requested by ABB Contractor, report the status of the supply of the Project Designed Goods. The report shall provide a statement regarding the timely supply of the Project Designed Goods and steps proposed for expediting whenever required. The report shall be provided to ABB Contractor within five (5) calendar days from the end of the month covered by the report. If the supply of any part of the Project Designed Goods is behind the Schedule, Subcontractor shall submit in writing a recovery plan specifying its activities for reaching compliance with the Schedule. Upon ABB Contractor's request, Subcontractor shall provide ABB Contractor at any time with all information regarding the supply of the Project Designed Goods. ABB Contractor shall have the right to withhold payments under the Subcontract if Subcontractor fails to submit any of the reports.

除非另行要求，分包方应至少按月以 ABB 承包方要求的形式报告项目定制货物供应的状态。报告应含有按时提供项目定制货物的说明和经要求而制定的加速计划。报告应在其涵盖月份的月底后五（5）个日历日内提交给 ABB 承包方。如果项目定制货物的任何部分在时间表规定的时间之后提供，分包方应提交书面补救计划载明其为遵守时间表而采取的行动。一旦 ABB 承包方要求，分包方应在任何时间向 ABB 承包方提供关于提供项目定制货物的所有信息。如果分包方未提交任何报告，ABB 承包方应有权暂缓支付分包合同下的款项。

## 7. TIME FOR DELIVERY, DELAY

### 交付时间、延迟

7.1 If Subcontractor does not comply with the Schedule, ABB Contractor reserves the right to instruct Subcontractor in writing to expedite its performance under the Subcontract. Subcontractor shall take such measures (in accordance with ABB Contractor's instructions) as required for acceleration of progress so as to complete the supply of the Project Designed Goods, or the relevant part thereof, on time. Subcontractor shall not be entitled to any additional payment for taking such steps to accelerate the work to meet the Schedule. Subcontractor shall notify ABB Contractor in writing within twenty four (24) hours of

the occurrence and cause of any delay and also to make every effort to minimise or mitigate the costs or the consequences of such delay.

如果分包方不遵守时间表，ABB 承包方有权书面要求分包方加快履行分包合同。分包方应根据 ABB 承包方的指示采取加快进程必要的措施，以按时完成提供项目定制货物或其相关部分。分包方无权就为根据时间表完成工作而采取的措施收取额外费用。分包方应在任何延迟发生后二十四（24）小时内书面通知 ABB 并告知其原因，并同时尽所有努力减小或减轻因延迟造成的费用和后果。

7.2 If Subcontractor fails to deliver the Project Designed Goods in accordance with the Schedule, Subcontractor shall pay liquidated damages to ABB Contractor for this default. The liquidated damages shall be payable at a rate specified in the Subcontract. Subcontractor shall pay the liquidated damages upon written demand or upon receipt of an invoice from ABB Contractor. The amount of liquidated damages may be deducted by ABB Contractor from any payments due or which may become due to Subcontractor, or from Subcontractor's financial guarantees, without prejudice to any other recovery method. The payment of such liquidated damages shall not relieve Subcontractor from any of its obligations and liabilities under the Subcontract.

如果分包方未根据时间表交付项目定制货物，分包方应就此违约向 ABB 承包方支付违约金。违约金应根据分包合同中的比例支付。分包方应当应 ABB 承包方的书面要求或接到 ABB 承包方的发票后支付违约金。违约金可由 ABB 承包方在任何分包方到期或可能到期的款项或从分包方的财务担保中扣除，而不影响其他任何补救措施。此违约金的支付不应免除分包方分包合同下的任何义务和责任。

7.3 If the delay in Delivery is such that ABB Contractor is entitled to maximum liquidated damages and if the Project Designed Goods are still not delivered, ABB Contractor may in writing demand Delivery within a final reasonable period which shall not be less than one week.

如果延迟交付使 ABB 承包方有权索赔最大违约金且如果项目定制货物仍未被交付，ABB 承包方可以书面要求在不少于一周的合理最终期限内交付。

7.4 If Subcontractor does not deliver within such final period and this is not due to any circumstance for which ABB Contractor is responsible, then ABB Contractor reserves the right to:

如果分包方未在最后期限内交付，且并非由于 ABB 承包方需负责的原因，ABB 承包方保留以下权利：

7.4.1 terminate the Subcontract pursuant to Clause 19 (Termination); 根据第 19 条（终止）终止分包合同；

7.4.2 refuse any subsequent delivery of Project Designed Goods which Subcontractor attempts to make;

拒绝分包方任何后续试图交付的项目定制货物；

7.4.3 recover from Subcontractor any costs or expenditure incurred by ABB Contractor in obtaining the Project Designed Goods in substitution from another Subcontractor;

要求分包方承担 ABB 承包方从另一个分包方处获得代替项目定制货物而产生的任何费用或支出;

7.4.4 claim in addition to liquidated damages under Clause 7 for any additional costs, losses or damages incurred whatsoever by ABB Contractor which are reasonably attributable to Subcontractor's failure to comply with the Subcontract.

除了根据第 7 条要求分包方支付违约金外, 就合理归因于分包方未遵守分包合同而使 ABB 承包方发生的任何额外的费用、损失、损害进行索赔。

7.5 ABB Contractor shall also have the right to terminate the Subcontract by notice in writing to the Subcontractor, if it is clear from the circumstances that there will occur a delay in Delivery which under Clause 7 would entitle ABB Contractor to maximum liquidated damages.

如果有明确情形显示交付将延迟并使 ABB 承包方可根据第 7 条索赔最大违约金, 那么 ABB 承包方应有权在书面通知分包方后, 终止分包合同。

## 8. TEST AND ACCEPTANCE OF PROJECT DESIGNED GOODS

### 项目定制货物的测试和验收

8.1 Subcontractor shall perform tests as required in the Special Terms and Conditions, and any other tests required to meet regulations, codes and standards or deemed necessary by ABB Contractor to verify that the Project Designed Goods comply with the Subcontract.

分包方应依据《特别条款和条件》的要求进行测试, 和为满足法规、规范和标准所需而进行任何其他测试, 或 ABB 承包方为核实项目定制货物符合分包合同而进行的必要测试。

8.2 At any time prior to Delivery and during Subcontractor's business hours, ABB Contractor and/or Client's nominee shall have the right to (i) inspect the Project Designed Goods and Subcontractor's manufacturing units upon providing reasonable notice, and/or (ii) witness factory test the Project Designed Goods, or any parts or materials thereof, as required in the Special Terms and Conditions. In addition, ABB Contractor and/or Client shall have the right to inspect and/or test the Project Designed Goods at Site.

在交付之前和分包方营业期间的任何时间, ABB 承包方和/或客户的指定方应有权(i)在提供合理的通知后, 检查项目定制货物和分包方的生产单位, 和/或(ii)根据《特别条款和条件》的要求, 查看工厂的项目定制货物或任何其他零件或物料的测试。另外, ABB 承包方和/或客户应有权在现场检查和/或测试项目定制货物。

8.3 If the results of such inspection or test cause ABB Contractor to be of the opinion that the Project Designed Goods do not comply or are

unlikely to comply with the Subcontract, ABB Contractor shall inform Subcontractor and Subcontractor shall immediately take such action as is necessary to ensure compliance with the Subcontract. In addition Subcontractor shall carry out such necessary additional inspection or testing at Subcontractor's own cost whereby ABB Contractor and Client shall be entitled to be present. ABB Contractor's costs (including Client's costs) of attending such additional inspection and testing of the Project Designed Goods shall be for Subcontractor's account.

如果该检查或测试的结果导致 ABB 承包方认为项目定制货物不符合或不太可能符合分包合同, ABB 承包方应通知分包方, 并且分包方应立即采取保证符合分包合同的必要措施。另外, 分包方应自行承担费用开展此种必要的额外检查或测试, 且 ABB 承包方和客户应有权在场。ABB 承包方参加此种额外项目定制货物的检查和测试的费用(包括客户的费用)应由分包方承担。

8.4 Subcontractor shall prepare and transfer to ABB Contractor within fifteen (15) calendar days from the Effective Date of the Subcontract a detailed schedule of all tests, including a drawing showing the test arrangement as well as a circuit diagram for the test procedure stating all instruments, equipment to be used, and indicating the estimated dates for the tests. Subcontractor shall furnish all instruments, labour, material and assistance required for inspection and witness of testing of the Project Designed Goods.

分包方应在分包合同生效日后的十五(15)个日历日内, 准备并向 ABB 承包方递交一份详细的所有测试的时间表, 包括显示测试程序的测试安排图纸和电路图, 说明将使用的所有仪器、设备和预计测试日期。分包方应提供检查和查看项目定制货物测试所需的所有仪器、劳力、物料和协助。

8.5 Subcontractor shall inform with a minimum of four (4) weeks advance notice in writing ABB Contractor when the Project Designed Goods are ready for the agreed inspections and tests.

若项目定制货物可接受约定的检查和测试, 分包方应至少提前四(4)周书面通知 ABB 承包方。

8.6 The costs of any tests shall be included in the Subcontract Price.

任何测试的费用应包括在分包合同价格内。

8.7 In the event the Project Designed Goods do not pass the tests, the Parties shall prepare and sign a protocol after the acceptance test indicating all relevant test results and the deficiencies and defects preventing ABB Contractor from issuing the Acceptance Test Certificate. Subcontractor shall remedy the deficiencies and defects within the shortest time possible or by the date in ABB Contractor's Project Designed Goods defect notice.

如果项目定制货物未通过测试, 双方应在验收测试后准备并签署指出所有相关测试结果和使 ABB 承包方未能发出验收测试证书的瑕疵和缺陷的协议。分包方应在尽可能最短时间内或 ABB 承包方发出项目定制货物缺陷通知中规定的日期前补救瑕疵和缺陷。

8.8 ABB Contractor will issue an Acceptance Test Certificate when the Project Designed Goods have passed all applicable tests, including but not limited to factory tests, and Subcontractor has met all obligations under the Subcontract.

项目定制货物通过所有适用的测试（包括但不限于工厂测试），以及分包方完成分包合同下所有义务时，ABB 承包方将发出验收测试证书。

8.9 ABB Contractor in its sole discretion shall be entitled to issue the Acceptance Test Certificate as a conditional acceptance, despite deficiencies and defects identified during the inspection and testing program. In such case the conditional character and the respective deficiencies and defects shall be expressly described in the Acceptance Test Certificate, and Subcontractor shall remedy these deficiencies and defects within the shortest time possible, however not later than thirty (30) calendar days from the date of the (conditional) Acceptance Test Certificate. ABB Contractor is entitled to withhold any outstanding payments until all these deficiencies and defects have been remedied. Should Subcontractor fail to remedy the same within the thirty (30) calendar days' time period, the issued (conditional) Acceptance Test Certificate shall automatically be deemed to be null and void and ABB Contractor shall – without prejudice to any other rights or remedies it may have at law or under the Subcontract – be entitled (i) to treat the failure as a delay in completion, and (ii) to call any guarantees in its possession. The warranty period shall in no event commence under such (conditional) Acceptance Test Certificate. After all defects and deficiencies have been remedied in due time, the Acceptance Test Certificate shall become effective.

尽管在检验和测试中发现瑕疵和缺陷，ABB 承包方应有权自行决定发出验收测试证书作为附条件验收。在此情况下，应在接受测试证书中明确描述所附条件和相关瑕疵和缺陷，分包方应在最短时间内（但不应迟于附条件验收测试证书出具起三十（30）个日历日）补救这些瑕疵和缺陷。ABB 承包方有权暂缓支付任何未付款项，直至所有瑕疵和缺陷被补救。如果分包方未在三十（30）个日历日内就瑕疵和缺陷进行补救，已发出的附条件验收测试证书应被视为自动无效，在不影响 ABB 承包方可根据法律或在分包合同下享有的任何其他权利和补救的前提下，ABB 承包方有权(i) 视此种未补救为延迟完成，和(ii)对其占有的担保物使权利。在出具附条件验收测试证书的情况下，无论如何质保期间不应开始计算。所有瑕疵和缺陷被适时地补救后，验收测试证书方可生效。

8.10 ABB Contractor shall issue the Final Acceptance Certificate when all defects and deficiencies have been remedied, Subcontractor has met all obligations under the Subcontract and the warranty period has expired.

所有缺陷和瑕疵已被补救，分包方完成分包合同下所有义务，以及质保期届满后，ABB 承包方应发出最终验收证书。

8.11 ABB Contractor in its sole discretion shall be entitled to issue the Final Acceptance Certificate as a conditional acceptance, despite deficiencies and defects identified during the inspection and testing program. In such case the conditional character and the respective deficiencies and defects shall be expressly described in the (conditional) Final Acceptance Certificate, and Subcontractor shall remedy these deficiencies and defects within the shortest time possible, however not later than thirty (30) calendar days from the date of the (conditional) Final Acceptance Certificate. ABB Contractor is entitled to withhold any outstanding payments until all these deficiencies and defects have been remedied. Should Subcontractor fail to remedy the same within the thirty (30) calendar days' time period, the issued (conditional) Final Acceptance Certificate shall automatically be deemed to be null and void and ABB Contractor shall – without prejudice to any other rights or remedies it may have at law or under the Subcontract – be entitled (i) to treat the failure as a delay in performance, (ii) to be compensated by Subcontractor for all costs, damages and losses incurred as a result of these deficiencies and defects, and (iii) to call any guarantees in its possession. After all defects and deficiencies have been remedied, the Final Acceptance Certificate shall become effective.

尽管在检验和测试中发现瑕疵和缺陷，ABB 承包方应有权自行决定发出最终验收证书作为附条件验收。在此情况下，应在最终验收证书中明确描述所附条件和相关的瑕疵和缺陷，且分包方应在最短时间内（但不应迟于（附条件的）最终验收证书发出起三十（30）个日历日）补救这些瑕疵和缺陷。ABB 承包方有权暂缓支付任何未付款项，直至所有瑕疵和缺陷被补救。如果分包方未在三十（30）个日历日内就瑕疵和缺陷进行补救，已发出的附条件最终验收证书应被视为自动无效，在不影响 ABB 承包方可根据法律或在分包合同下享有的任何其他权利和补救的前提下，ABB 承包方有权(i) 视此种未补救为延迟完成，(ii) 由分包方补偿由瑕疵和缺陷导致的所有费用、损害和损失，和(iii) 对其占有的担保行使权利。所有瑕疵和缺陷被补救后，最终验收证书方可生效。

8.12 No certificate, consent, approval or acceptance by ABB Contractor or its representatives other than the Final Acceptance Certificate duly signed by ABB Contractor's authorized representatives shall neither be deemed to constitute final approval and acceptance of the Project Designed Goods nor relieve Subcontractor from any of its obligations under the Subcontract.

除了经 ABB 承包方授权代表正式签署的最终验收证书，ABB 承包方或其代表的任何证书、同意、批准或验收既不视为构成对项目定制货物的最终批准和验收，也不免除分包方在分包合同下的任何义务。

8.13 Subcontractor shall have available and provide at its own expense sufficient equipment, workmen and services as required to obtain from ABB Contractor the Acceptance Test Certificate and the Final Acceptance Certificate. Any extension of time requires written applica-

tion of Subcontractor (including explanation of the reasons for not complying with the Schedule) and written approval of ABB Contractor.

分包方应自担费用拥有并提供从 ABB 承包方处获得验收测试证书和最终验收证书所需的足够的设备、工人和服务。任何时间的延长需由分包方书面申请（包括解释不遵守时间表的原因），并得到 ABB 承包方的书面批准。

8.14 ABB Contractor may under circumstances endangering the Project Designed Goods and/or the proper execution of the Subcontract, without any effect on the obligations of either Party under the Subcontract, take possession of any part of the Project Designed Goods prior to Delivery. Such possession shall not constitute acceptance of the Project Designed Goods and shall not relieve Subcontractor of any of its obligations and liabilities under the Subcontract.

在危及项目定制货物和/或适当履行分包合同的情况下，ABB 承包方可以在交付之前占有项目定制货物的任何部分，并不影响任何一方在分包合同下的义务。此种占有不应构成对项目定制货物的验收，并不应免除分包方在分包合同下的任何义务和责任。

8.15 Notwithstanding any approval, inspection, test or test sampling by ABB Contractor, Subcontractor shall remain fully responsible for the Project Designed Goods compliance with the Subcontract. This applies whether or not ABB Contractor has exercised its right of approval, inspection, testing and/or test sampling and shall not limit Subcontractor's obligations under the Subcontract. For the avoidance of doubt, approval, inspection, testing or test sampling of Project Designed Goods by ABB Contractor shall in no event exempt Subcontractor from or limit Subcontractor's warranties or liability in any way.

即使 ABB 承包方有任何批准、检查、测试或抽检，分包方对项目定制货物符合分包合同仍然承担完全的责任。无论 ABB 承包方是否行使了批准、检查、测试或抽检的权利，前述规定应适用，并不应限制分包方在分包合同下的义务。为避免疑问，ABB 承包方对项目定制货物的批准、检查、测试或抽检无论如何不以任何方式免除或限制分包方的质保或责任。

## 9. SUSPENSION OF THE SUBCONTRACT

### 分包合同中止

9.1 ABB Contractor shall have the right to suspend performance of the Subcontract at any time for convenience for a period of 90 calendar days in the aggregate without any compensation to Subcontractor. In case the suspension extends beyond 90 calendar days, Subcontractor shall be compensated by ABB Contractor for the direct and reasonable incurred costs of such suspension, such as cost of protection, storage and insurance. The agreed time for performance of the Subcontract or the concerned part thereof shall be extended by the time period of the suspension.

ABB 承包方应在任何时间因便利中止履行分包合同累计不超过 90 个日历日，而无需向分包方进行任何赔偿。如果中止超过累

计 90 个日历日，ABB 承包方应就此种中止产生的直接和合理的费用向分包方赔偿，例如保护、存储和保险费用。约定的履行分包合同的时间及相关部分应结合中止的时间相应延长。

9.2 If the suspension of the Subcontract is caused or requested by Client, Subcontractor shall be entitled only to a compensation as specified in the Subcontract and to the extent paid by Client.

如果分包合同中止是由客户引起或要求的，分包方应有权根据分包合同规定要求赔偿并且以客户支付的范围为限。

9.3 Subcontractor shall suspend the performance of the Subcontract or any part thereof, including postponing the Delivery, for such times and in such manner as ABB Contractor considers necessary (i) for proper HSE or execution of the Subcontract, or (ii) due to any default by Subcontractor, in which case Subcontractor shall bear all costs and be liable for the delay arising from such suspension.

由于下列原因分包方应以 ABB 承包方认为必要的时间和方式中止履行分包合同或其任何部分（包括推迟交付）：(i) 为适当健康安全环境或履行分包合同，或 (ii) 由于任何分包方违约，此情况下分包方应承担所有费用和对因该中止而导致的延迟负责。

9.4 During any suspension Subcontractor shall properly protect and secure the Project Designed Goods.

在任何中止期间，分包方应适当保护和保存项目定制货物。

9.5 Subcontractor is obliged to make every effort to minimise the consequences of any suspension.

分包方有义务尽所有努力尽量减少中止的任何后果。

9.6 Subcontractor shall have no right to suspend performance of the Subcontract.

分包方无权中止履行分包合同。

## 10. FORCE MAJEURE

### 不可抗力

10.1 Neither Party shall be liable for any delay in performing or for failure to perform its obligations under the Subcontract if the delay or failure results from an event of "Force Majeure", provided that the affected Party serves notice to the other Party within five (5) calendar days from occurrence of the respective event of Force Majeure.

任何一方都不应对“不可抗力”事件导致的延迟履行或未能履行相应分包合同项下的义务负责，前提是受影响方在发生相应的不可抗力事件后五（5）个日历日内通知了另一方。

10.2 "Force Majeure" means the occurrence of any of the following events, provided that they are unforeseeable and beyond the control of the Party affected that results in the failure or delay by such Party of some performance under the Subcontract, in full or part: flood, earthquake, volcanic eruption, war (whether declared or not), or terrorism.

“不可抗力”指发生以下任一事件：洪水、地震、火山爆发、战争（无论是否宣战）、或恐怖主义，前提是这些事件不可预见、在受影响方控制之外、导致此方不能履行或迟延履行分包合同。

10.3 The delayed Party will provide continuous updates on status and efforts to resolve the delay, and will ultimately be entitled to an extension of time only, and no monetary compensation for the delay. Each Party shall use its reasonable endeavours to minimise the effects of any event of Force Majeure.

延迟履行的一方将提供延迟状态和为解决延迟所做努力的持续更新，并将最终有权仅延期履行，但不得对延期享有金钱补偿。任意一方应做出合理努力尽量减少任何不可抗力事件的影响。

10.4 If an event of Force Majeure occurs which exceeds twelve (12) months either Party shall have the right to terminate the Subcontract forthwith by written notice to the other Party without liability to the other Party.

如果不可抗力事件发生超过十二（12）个月，任一方应有权通过书面通知另一方立即终止分包合同并不对另一方承担责任。

## 11. WARRANTY

### 质保

11.1 Subcontractor warrants that:

分包方保证：

11.1.1 the Project Designed Goods comply with the Subcontract, including but not limited to the specifications as stipulated in the Subcontract, and with good engineering practices, and that they retain the functionality and performance as expected by Client, and remain free from rights of third parties, including Intellectual Property Rights; 项目定制货物符合分包合同（包括但不限于分包合同中的任何规格要求），符合良好的工程实践，具有客户期待的功能和性能，并且没有任何附加的第三方权利（包括知识产权）；

11.1.2 the Project Designed Goods are fit for the particular purpose of the Project, whether expressly or impliedly made known to Subcontractor in the Subcontract;

项目定制货物适合项目的特别目的，无论是否在分包合同中向分包方明示或默示；

11.1.3 the Project Designed Goods are new and unused at the date of Delivery;

项目定制货物在交付日是新的并未被使用；

11.1.4 the Project Designed Goods are free and remain free from defects during the warranty period; and

项目定制货物没有缺陷并在质保期内保持没有缺陷；和

11.1.5 the Project Designed Goods comply with Clauses 3.1.1 and 20 (Compliance, Integrity).

项目定制货物符合第 3.1.1 条和第 20 条（合规、诚信）。

11.2 Subcontractor warrants that the Embedded Software does not contain hidden files, does not replicate, transmit, or activate itself without control of a person operating the computing equipment on which it resides, and does not contain licence activation or authorization key or other function, whether implemented by electronic, me-

chanical software, or other means, that restricts or may restrict use or access to the Embedded Software, and each Embedded Software logs any failure and assists incidents in a log file which may be reviewed online.

分包方保证嵌入式软件不包含隐藏的文件，在无人控制运行嵌入式软件所属计算设备的情况下，无论通过电子、机械软件、或其他方式不会复制、传播、或激活自身，且不包含限制或可能限制使用或访问嵌入式软件的激活许可或授权钥匙或其他功能，每个嵌入式软件记录任何故障并且可以在线查阅记录文件以协助解决故障。

11.3 The warranty period shall be thirty six (36) months from the date ABB Contractor has obtained the Provisional Acceptance Certificate. If Provisional Acceptance Certificate cannot be achieved through no fault of Subcontractor, the warranty period shall be forty eight (48) months from the date of issuance of Acceptance Test Certificate for the respective Project Designed Goods, and in the absence of such Acceptance Test Certificate, the warranty period shall be forty eight (48) months from Delivery.

质保期应为 ABB 承包方获得预验收证书起三十六(36)个月。如果分包方没有错误并且没有获取预验收证书，质保期应为相关项目定制货物的验收测试证书发出后四十八(48)个月；如果也没有该验收测试证书，质保期应为交付后的四十八(48)个月。

11.4 In the event of a breach of warranty, the entire warranty period of Clause 11.3 shall be restarted upon Client's and/or ABB Contractor's written confirmation that the Project Designed Goods are no longer defective. In all other cases the warranty period shall be extended by a time period which is equal to the time period from ABB Contractor's notice of breach of warranty to Subcontractor until ABB Contractor notifies Subcontractor in writing that the breach has been successfully remedied. For all other parts of the Project Designed Goods which cannot be used for the purposes of the Project as a result of a defect or damage, the same warranty extension shall apply.

如果违反质保，第 11.3 条的整个质保期限应在收到客户和/或 ABB 承包方书面确认项目定制货物不再有缺陷后重新开始计算。在其他所有情况下，质保期间应予以相应延长，延长时间等同于自 ABB 承包方通知分包方违反质保起至 ABB 承包方书面通知分包方该违反已被成功补救。因有缺陷或损害而不能为项目之目的而使用的项目定制货物的所有其他部分，此种质保期的延长也应同样适用。

11.5 Subcontractor shall, during a period of three (3) years after expiry of the warranty period, remain responsible for and shall remedy any defects in the Project Designed Goods which have not been detected by inspections or tests carried out and did not otherwise become obvious before the expiry of the warranty period, but are the result of non-compliance of the Project Designed Goods with the Subcontract prior to the expiry of the warranty period (hidden/latent defects).

分包方应在质保期到期后的 3 年内对未被检查和测试发现的，也未在质保期到期前变得明显的，但却是在质保期到期前项目定制货物不符合分包合同引起的项目定制货物的任何隐藏/潜在的缺陷负责，并应对其进行补救。

11.6 Subcontractor assigns, transfers and conveys to ABB Contractor all of its rights, title and interests under any and all warranties with respect to the Project Designed Goods.

分包方向 ABB 承包方转让、转移和让与项目定制货物有关的所有权利、权益和利益。

11.7 In case of non-compliance with the warranty provided under this Clause 11, ABB Contractor shall be entitled to enforce one or more of the following remedies at Subcontractor's own expense and risk:

如果不符合第 11 条的质保，ABB 承包方应有权由分包方承担费用和 risk 执行以下一个或几个补救措施：

11.7.1 to give Subcontractor the opportunity to carry out any additional work necessary to ensure that the terms and conditions of the Subcontract are fulfilled within twenty (20) calendar days from ABB Contractor's notice. If not otherwise agreed in writing by the Parties, such remedial work requires acceptance by ABB Contractor;

自 ABB 承包方通知后二十 (20) 个日历日内，给分包方机会开展任何必要的额外工作以保证完成分包合同条款。若非由双方另行书面约定，该补救工作须由 ABB 承包方验收；

11.7.2 to carry out (or to instruct a third party to carry out) any additional work necessary to make the Project Designed Goods comply with the Subcontract;

开展（或指派第三方开展）任何必要的额外工作使项目定制货物符合分包合同；

11.7.3 to obtain from Subcontractor prompt repair or replacement of the non-compliant Project Designed Goods by other Project Designed Goods conforming with the Subcontract. Any and all costs, including but not limited to costs of transportation to Site, disassembly, cleaning, upgrade, assembly, installation, testing, inspection, insurance, completion, and acceptance, which are connected with correcting defects or damages shall be to Subcontractor's account. This covers the time period until issuance of the Final Acceptance Certificate;

由分包方立即修理或从分包方处立即获得其他符合分包合同的项目定制货物来代替不符合分包合同的项目定制货物。任何和所有费用，包括但不限于与纠正缺陷或损害有关的去现场的交通、拆卸、清洗、升级、组装、安装、测试、检验、保险、竣工和验收的费用应由分包方承担。此覆盖了最终验收证书发出之前的时间段。

11.7.4 to refuse to accept any further Project Designed Goods, but without exemption from Subcontractor's liability for the defective Project Designed Goods for which ABB Contractor shall be entitled to a price reduction, instead of requiring their correction, replacement or removal. A Variation Order will be issued to reflect an equitable

reduction in the Subcontract Price. Such adjustments shall be effected whether or not final payment has been made;

拒绝接受任何进一步的项目定制货物，但不免除分包方对有缺陷的项目定制货物的责任，ABB 承包方有权要求降低价格，而不要纠正、替换或移除。将出具变更单来反映分包合同价格的公平降低。无论是否已最终付款，该调整应生效。

11.7.5 to claim such costs and damages as may have been sustained by ABB Contractor as a result of Subcontractor's breach or failure;

ABB 承包方向分包方索赔因其违约或失败而产生的费用和损害；

11.7.6 to terminate the Subcontract in accordance with Clause 19.1.

根据第 19.1 条终止分包合同。

11.8 The rights and remedies available to ABB Contractor and contained in the Subcontract are cumulative and are not exclusive of any rights or remedies available under warranty, at law or in equity.

ABB 承包方享有包含在分包合同中的权利和救济是累积性的，并不排除在质保下、根据法律或公平享有的任何权利和救济。

## 12. STEP IN

### 介入

If Subcontractor (a) fails to deliver the Project Designed Goods or any part thereof in accordance with the Schedule or (b) fails to deliver the Project Designed Goods in accordance with any requirements as provided in the Subcontract and, within seven (7) calendar days after receipt of written notice from ABB Contractor, Subcontractor fails to take satisfactory actions (acceptable to ABB Contractor) to commence correction of such default or neglect with diligence and promptness, ABB Contractor may, without prejudice to any other remedy or rights ABB Contractor may have, take the Project Designed Goods (or relevant part thereof) out of the hands of Subcontractor and employ other subcontractors to complete the Project Designed Goods (or relevant part thereof) or complete it by using its own resources. Any such work shall be performed at Subcontractor's risk and expense. ABB Contractor shall have the right to take possession at Subcontractor's premises of any uncompleted part of the Project Designed Goods and use all drawings, technical information related to the Project Designed Goods, materials, equipment and other property provided (or to be provided) or used by Subcontractor and use it as ABB Contractor deems fit in order to complete the Project Designed Goods. If the cost to ABB Contractor for so completing the Project Designed Goods shall exceed the amount which would have been due to Subcontractor if the Project Designed Goods had been completed by him, Subcontractor shall pay the amount of such excess to ABB Contractor or it will be deducted from any money due or money that will become due to Subcontractor or from any of Subcontractor's guarantees.

如果分包方(a)未根据时间表交付项目定制货物或其任何部分,或(b)未根据分包合同中的任何要求交付项目定制货物,且在接到 ABB 承包方的书面通知后的七(7)个日历日内,分包方未迅速采取令 ABB 承包方满意和接受的行动来纠正违约或疏忽, ABB 承包方可以从分包方处接管项目定制货物或其相关部分,并雇佣其他分包方来完成项目定制货物(或其相关部分)或使用其自己的资源完成它,并且不影响 ABB 承包方可享有的任何其他救济或权利。任何此种工作应由分包方承担风险和费用。 ABB 承包方应有权在分包方的经营场址占有任何未完成的项目定制货物的部分,使用与项目定制货物有关的所有设计图、技术信息、材料、设备和分包方设备和分包方提供的(或将提供的)或使用的其他财产,并由 ABB 承包方以其认为合适的方式用于完成项目定制货物。如果 ABB 承包方完成项目定制货物的费用超过分包方完成项目定制货物产生的费用,分包方应向 ABB 承包方支付超过部分,或从任何分包方到期或将到期款项或分包方的担保中扣除。

### 13. PRICES, PAYMENT TERMS, INVOICING

#### 价格、支付条件和发票

13.1 The Subcontract Price shall be deemed to cover the fulfilment by Subcontractor of all its obligations under the Subcontract and include the costs of the Project Designed Goods specified and the costs for everything, including but not limited to fees, taxes, duties, transportation, profit, overhead, licences, permits, and travel, whether indicated or described or not, which is necessary for the execution, completion, and warranty of the Project Designed Goods.

分包合同价格是分包方完成所有分包合同下义务的价格,并且包含完成规定的项目定制货物的费用,和其他所有事项的费用,包括但不限于对项目定制货物的执行、完成和担保有必要的费用、税费、关税、交通、利润、经常费用、许可、执照和差旅,无论是否明确列出。

13.2 The prices stipulated in the Subcontract are fixed unless otherwise provided in a Variation Order.

分包合同规定的价格固定不变,除非变更单中另行约定。

13.3 The payment terms and the applicable procedures shall be specified in the Subcontract.

付款条件和适用程序应在分包合同中规定。

13.4 Subcontractor shall submit invoices complying with Subcontractor's and ABB Contractor's applicable local mandatory law, generally accepted accounting principles and ABB Contractor requirements set forth in the Subcontract, which shall contain the following minimum information: Subcontractor name, address and reference person including contact details (telephone, e-mail etc.); invoice date; invoice number; Order number (same as stated in the Order); Subcontractor number (same as stated in the Order); address of ABB Contractor; quantity; specification of Project Designed Goods supplied; price (total amount invoiced); currency; tax or VAT amount; tax or VAT number; Authorized Economic Operator and/or Approved

Exporter Authorization number and/or other customs identification number, if applicable.

分包方应遵照分包方和 ABB 承包方当地适用的强制性法律、通用会计准则和分包合同中载明的 ABB 承包方的要求提交发票,并至少包含下列信息:分包方名称、地址和联系人(包括详细联系信息,如电话、电子邮件等)、发票日期、发票号码、订单号码(与订单上的相同)、分包方编号(与订单上的相同)、 ABB 承包方地址、数量、项目定制货物规格、价格(开票总价)、货币、税款或增值税金额、税号或增值税编号、经认证的经营者和/或经批准的出口商授权号和/或其他海关识别码(如适用)。

13.5 Invoices shall be accompanied by interim release of liens or privileges and shall be issued to ABB Contractor as stated in the Subcontract. Invoices shall be sent to the invoice address specified in the Subcontract. The submission of an invoice shall be deemed to be a confirmation by Subcontractor that it has no additional claims, except as may already have been submitted in writing, for anything that has occurred up to and including the last day of the period covered by such invoice.

发票应附有临时解除留置权或特权的文件,并应根据分包合同向 ABB 承包方开具。发票应发送至分包合同中的联系地址。提交发票应被视为分包方确认没有任何额外的索赔、除非该索赔已书面提交,该发票覆盖其明确的期间内直至最后一天结束前已经发生的任何事项。

13.6 Subcontractor shall make payment in due time for all equipment and labour used in, or in connection with, the performance of the Subcontract in order to avoid the imposition of any lien or privilege against any portion of the Project Designed Goods and/or the Project. In the event of the imposition of any such lien or privilege by any person who has supplied any such equipment or labour, or by any other person claiming by, through or under Subcontractor, Subcontractor shall, at its own expense, promptly take any and all action as may be necessary to cause such lien or privilege to be released or discharged. Subcontractor shall furnish satisfactory evidence, when requested by ABB Contractor, to verify compliance with the above. In the alternative, ABB Contractor may pay to release the lien and withhold such amounts from Subcontractor.

分包方应就履行分包合同中使用或与履约有关的所有设备和劳力按时付款,从而避免项目定制货物和/或项目的任何部分产生任何留置或特权。如果提供任何该设备和劳力的任何人,或通过分包方索赔的任何其他人行使任何此种留置或特权,分包方应自担费用立即采取必要的任何和所有行动解除该留置权或免除特权。分包方应当应 ABB 承包方的要求,提供令人满意的证据证明符合以上要求,或者, ABB 承包方可以支付款项以解除留置权,并从应支付给分包方的款项中抵扣。

13.7 ABB Contractor shall have the right to withhold the whole or part of any payment to Subcontractor which, in the opinion of ABB Con-

tractor, is necessary for protection of ABB Contractor from loss on account of claims against Subcontractor, or failure by Subcontractor to make due payments to its sub-suppliers or employees, or not having paid taxes, dues and social insurance contributions. ABB Contractor reserves the right to set off such amount owed to Subcontractor, or withhold payment for Project Designed Goods not delivered in accordance with the Subcontract. However, Subcontractor shall not be entitled to set off any amounts owed by ABB Contractor to Subcontractor, unless prior approval has been granted by ABB Contractor in writing.

如 ABB 承包方认为有必要为了使 ABB 承包方避免由于针对分包方的索赔或由于分包方未向次级供应商或员工付款或未支付税费、税款和保险费而使 ABB 承包方遭受损失， ABB 承包方有权暂缓支付全部或部分任何应向分包方支付的款项。ABB 承包方有权从应付分包方的款项中抵扣或暂缓支付未按照分包合同交付项目定制货物的款项。然而，分包方不应有权抵扣任何 ABB 承包方欠分包方的款项，除非 ABB 承包方事先书面批准。

13.8 Unless otherwise agreed in writing (or instructed by ABB Contractor in writing), Subcontractor shall carry on and maintain the timely supply of the Project Designed Goods during arbitration and any dispute or disagreement with ABB Contractor, including, without limitation, a dispute or disagreement about ABB Contractor's withholding of payments otherwise due to Subcontractor.

除非另行书面约定（或 ABB 承包方书面指示），分包方应在仲裁期间和与 ABB 承包方有任何争议或分歧期间（包括但不限于由分包方引起的 ABB 承包方暂缓支付而产生的争议或分歧），继续和维持项目定制货物的及时供应。

#### 14. FINANCIAL GUARANTEES

##### 财务担保

14.1 Subcontractor shall submit financial guarantees as required in the Special Terms and Conditions, within fifteen (15) calendar days from Effective Date of the Subcontract. The guarantees shall be issued by reputable banks accepted by ABB Contractor. The guarantees shall be unconditional, irrevocable and payable on first demand. Subcontractor's failure to provide such financial guarantees shall entitle ABB Contractor to claim compensation for costs and damages as may have been sustained by ABB Contractor as a result of Subcontractor's failure to provide such financial guarantees, without prejudice to any other rights ABB Contractor may have under the Subcontract. ABB Contractor may seek additional security from Subcontractor, such as a parent company or bank guarantee, in a form as provided in the Annexes.

分包方应自分包合同生效日起十五（15）个日历日内根据《特别条款和条件》要求提交财务担保。担保应由 ABB 承包方认可的知名银行签发。担保应是无条件、不可撤销和见索即付。分包方未提供此种财务担保，则 ABB 承包方有权就 ABB 承包方因分包方

未提供此种担保而可能遭受的费用和损害要求补偿，并且不影响 ABB 承包方在分包合同下享有的任何其他权利。ABB 承包方可以要求分包方提供附件中形式的其他担保，如母公司担保或银行担保。

14.2 The financial guarantees shall remain valid until issuance of the Final Acceptance Certificate by ABB Contractor. However, in case an advance payment guarantee is submitted, such guarantee shall remain valid until issuance of the Acceptance Test Certificate.

财务担保应保持有效直到 ABB 承包方发出最终验收证书。然而，如果提交预付款保函，该保函应保持有效直到验收测试证书发出。

14.3 In the event the Parties agree on increased prices, the financial guarantee shall be increased proportionally within twenty (20) calendar days from ABB Contractor's written confirmation of the increase of the respective prices, or otherwise the equivalent amount shall be deducted from each invoice and become reimbursable upon issuance of the Final Acceptance Certificate.

如果双方同意提高价格，财务担保应在 ABB 承包方书面确认相关价格增加后的二十（20）个日历日内按比例提高，或相等金额应从每张发票中被扣除，并在最终验收证书发出后变为可支付。

14.4 All costs related to financial guarantees shall be for the account of Subcontractor.

所有财务担保的费用应由分包方承担。

#### 15. DOCUMENTATION

##### 文件

15.1 Subcontractor shall at its expense:

分包方应自担费用：

15.1.1 submit, as part of the Project Designed Goods, the Subcontractor Documentation. Delay in submitting the Subcontractor Documentation is regarded a delay in supplying the Project Designed Goods and the consequences are as set out in Clause 7 (Time for Delivery, Delay);

提交项目定制货物包含的分包方文件。延迟提交分包方文件被视为延迟提供项目定制货物，后果见第 7 条（交付时间、延迟）；

15.1.2 prepare translation into English and/or any other language if so required by ABB Contractor;

如果 ABB 承包方要求，将文件翻译成英语和/或任何其他语言；

15.1.3 immediately upon receipt of Client's and/or ABB Contractor's technical specification, carefully check such specifications and Subcontractor shall promptly notify ABB Contractor of any errors, omissions or discrepancies found in such specifications. ABB Contractor shall not bear any costs or liability in relation to any errors, omissions or discrepancies which Subcontractor ought to have found during its check;

一旦收到客户和/或 ABB 承包方的技术说明，分包方立即仔细查看该说明并应就该说明中的任何错误、疏漏或偏差迅速通知 ABB

承包方。ABB 承包方不对分包方本应在检查中发现的任何错误、疏漏或偏差承担任何费用或责任；

15.1.4 provide ABB Contractor with updated copies of the drawings (“as-built”) and specifications showing all changes and modifications made during the execution of the Subcontract.

向 ABB 承包方提供更新的设计图的复印件（“竣工图”）和显示执行分包合同中所有变更和修改的说明。

15.2 Where certificates are required, such certificates shall be submitted by and at the expense of Subcontractor. Such submittal shall be made in accordance with ABB Contractor’s instructions. Certificates shall be subject to review and approval by ABB Contractor, and Project Designed Goods represented by such certificates shall not be fabricated or delivered without such review and approval. Certificates shall clearly identify the Project Designed Goods being certified and shall include but not be limited to the following information: Subcontractor’s name, name of the item, manufacturer’s name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

当要求提交证书时，由分包方提交该证书并承担费用，并且根据 ABB 承包方的指示进行提交。证书应经 ABB 承包方的审核和批准，该证书证明的项目定制货物未经上述审核和批准不应制造和交付。证书应明确识别发证的项目定制货物并应包括但不限于以下信息：分包方名称、项目名称、制造商名称、设计图参考、技术说明部分和段落号（如都适用）。

15.3 All Subcontractor Documentation is subject to the provisions above as well as the review and approval by ABB Contractor.

所有分包方文件应遵守以上条款并经过 ABB 承包方审核和批准。

15.4 Subcontractor shall not be entitled to any compensation for Project Designed Goods provided prior to such approval to the extent that Project Designed Goods have to be modified in the result of comments from ABB Contractor.

在获得 ABB 承包方批准之前，分包方无权就按照 ABB 承包方的要求和意见对提供的项目定制货物进行修改而享有任何补偿。

15.5 ABB Contractor shall approve or comment on Subcontractor Documentation within the number of days after receipt specified in the Subcontract, provided that the Subcontractor Documentation is in a status that enables ABB Contractor to decide if the submitted Subcontractor Documentation is to be approved or revised.

如果分包方文件已经足以使 ABB 承包方决定是否批准或需要修订，ABB 承包方收到文件后在分包合同规定的时间内应批准或对分包方文件提出意见。

15.6 Subcontractor Documentation commented upon by ABB Contractor shall be corrected and resubmitted for approval within seven (7) calendar days from the date of receipt of the comments by Subcontractor.

经 ABB 承包方提出意见的分包方文件应由分包方在收到意见之日起的七（7）个日历日内更正并重新提交供批准。

15.7 Reviews and approvals by ABB Contractor do not constitute formal and final acceptance of the details, general design, calculations, analyses, test methods, certificates, materials or other concerned items of the Project Designed Goods and do not relieve Subcontractor from full compliance with its contractual obligations. Final acceptance of the Project Designed Goods is exclusively subject to issuance of Final Acceptance Certificate.

ABB 承包方的审核和批准不构成对详细资料、整体设计、计算、分析、测试方法、证书、物料或与项目定制货物相关的其他事项的正式和最终接受，且不排除分包方完全符合合同的义务。对项目定制货物的最终验收仅以出具的最最终验收证书为准。

15.8 Any drawings and documents provided by ABB Contractor to Subcontractor shall remain the exclusive property of ABB Contractor and may not be used by Subcontractor for any other purpose than performing the Subcontract. Such drawings and documents must not be copied, reproduced or transmitted in whole or in part to any third party without the prior written consent of ABB Contractor. All drawings and documents provided by ABB Contractor to Subcontractor shall be returned to ABB Contractor upon ABB Contractor’s request.

ABB 承包方提供给分包方的任何设计图和文件应为 ABB 承包方的排他性财产，不能被分包方用于履行分包合同外的其他目的。该设计图和文件未经 ABB 承包方事先书面同意不得整体或部分地向任何第三方拷贝、复制或传播。ABB 承包方向分包方提供的所有设计图和文件应在 ABB 承包方要求后归还给 ABB 承包方。

15.9 Subcontractor shall keep all Subcontractor Documentation at least for ten (10) years after Delivery or any such longer time required by applicable law.

分包方应在交付后的至少十（10）年或根据法律更长的时间内保存所有分包方文件。

## 16. INTELLECTUAL PROPERTY

### 知识产权

16.1 Subcontractor hereby grants ABB Contractor and/or Client, or undertakes to procure that ABB Contractor and/or Client is granted, a perpetual, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free licence to use the Intellectual Property Rights in the Project Designed Goods, including Subcontractor Documentation and including Embedded Software, if any.

分包方在此授权 ABB 承包方和/或客户，或使 ABB 承包方和/或客户被授予，永久的、不可撤销的、可转让的、可分许可的、非排他性的、免费的使用项目定制货物，包括分包方文件和嵌入式软件（如有）许可。

16.2 In the event any Intellectual Property Rights in the Project Designed Goods are to be transferred from Subcontractor to ABB Con-

tractor or Client, the terms and conditions for such transfer shall be separately agreed in the Special Terms and Conditions.

如果项目定制货物中的任何知识产权将从分包方转让至 ABB 承包方或客户，该转让的条款应在《特别条款和条件》中另行约定。

16.3 In the event the Embedded Software contains or uses Open Source Software, Subcontractor must fully specify and inform ABB Contractor in writing and prior to Delivery about all Open Source Software implemented into or used by the Embedded Software. In the event that ABB Contractor does not approve Open Source Software components contained in or used by the Embedded Software, Subcontractor agrees to replace or substitute the affected Open Source Software component(s) contained in or used by the Embedded Software.

如果嵌入式软件包含或使用开源软件，分包方必须在交付之前以书面形式就嵌入式软件使用或实施的所有开源软件的情况向 ABB 承包方完全予以说明和告知。如果 ABB 承包方不批准嵌入式软件中包含或使用的任何开源软件元件，分包方同意更换或替换嵌入式软件中包含或使用的受影响开源软件元件。

## 17. LIABILITY AND INDEMNITY

### 责任和赔偿

17.1 Subcontractor shall indemnify ABB Contractor and Client against all liabilities, losses, damages, injuries, cost, actions, suits, claims, demands, charges or expenses whatsoever arising in connection with death or injury suffered by persons employed by Subcontractor or any of its sub-suppliers.

分包方应就其或其任何次级供应商雇用的人员的死亡或伤害引起的全部责任、损失、损害、伤害、费用、行动、诉讼、索赔、要求、收费，向 ABB 承包方和客户进行补偿。

17.2 Without prejudice to applicable mandatory law or unless otherwise agreed between the Parties, Subcontractor shall compensate/indemnify ABB Contractor and Client for all liabilities, losses, damages, injuries, cost, actions, suits, claims, demands, charges or expenses whatsoever arising out of or in connection with the performance of the Subcontract and/or the Project Designed Goods (i) for Subcontractor's breaches of the Subcontract, and (ii) for any claim made by a third party (including employees of Subcontractor) against ABB Contractor in connection with the Project Designed Goods and to the extent that the respective liability, loss, damage, injury, cost or expense was caused by or arises from acts or omissions of Subcontractor and/or from the Project Designed Goods.

在不影响适用的强制性法律的情况下或除非双方之间另有约定，分包方应就以下引起的或与之有关的所有责任、损失、损害、伤害、费用、行动、诉讼、索赔、要求、收费或由履行分包合同和/或项目定制货物导致的或与之有关的费用，向 ABB 承包方和客户进行赔偿/补偿：（1）分包方违反分包合同，和（2）第三方（包括分包方员工）针对 ABB 承包方提出的与项目定制货物相关的任

何索赔以及由分包方的行为或疏忽和/或项目定制货物引起的全部责任、损失、损害、伤害、费用或花费。

17.3 In the event of infringements of third party Intellectual Property Rights caused by or related to the Project Designed Goods:

若因项目定制货物导致的或与之有关的侵犯第三方知识产权：

17.3.1 Subcontractor shall reimburse ABB Contractor and Client for any liabilities, losses, damages, injuries, costs and expenses (including without limitation to any direct, indirect, or consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of such infringement. This obligation does not limit any further compensation rights of ABB Contractor or Client;

分包方应就该侵权引起的任何责任、损失、损害、伤害、费用、花费（包括但不限于任何直接、间接或继发性损失、利润损失和名誉损失，和所有利息、罚金和法律和其他专业费用和花费）向 ABB 承包方和客户进行补偿。此义务不限制 ABB 承包方和客户的任何进一步索赔权利。

17.3.2 Without prejudice to ABB Contractor's right under the Subcontract, Subcontractor shall, upon notification from ABB Contractor at Subcontractor's cost (i) procure for ABB Contractor the right to continue using the Project Designed Goods; (ii) modify the Project Designed Goods so that they cease to be infringing; or (iii) replace the Project Designed Goods by non-infringing Project Designed Goods.

在不损害 ABB 承包方在分包合同中权利的情况下，一经 ABB 承包方通知，分包方应自担费用(i) 为 ABB 承包方获得继续使用项目定制货物的权利；(ii) 修改项目定制货物使之停止侵权；或(iii) 用不侵权的项目定制货物代替侵权的项目定制货物。

17.4 Subcontractor shall be responsible for the acts, omissions, defaults, negligence or obligations of any of its sub-suppliers, its agents, servants or workmen as fully as if they were the acts, omissions, defaults, negligence or obligations of Subcontractor.

分包方应对其任何其次级供应商、代理、雇员或工人的行为、疏漏、违约、疏忽或义务承担完全的责任，就如同这些行为、疏漏、违约、疏忽或义务是分包方的行为。

17.5 ABB Contractor reserves the right to set off any indemnity/liability claims under the Subcontract against any amounts owed to Subcontractor.

ABB 承包方有权以分包合同下的任何补偿/责任抵销应付给分包方的任何金额。

17.6 For any indemnity obligations, Subcontractor shall defend ABB Contractor and/or Client at its cost against any third party claims upon ABB Contractor's request.

对于任何的补偿义务，应 ABB 承包方需求，分包方应自担费用为 ABB 承包方和/或客户就任何第三方索赔进行辩护。

## 18. INSURANCE

## 保险

18.1 Until issuance of the Final Acceptance Certificate and as required in the Special Terms and Conditions, Subcontractor shall maintain at its expense with reputable and financially sound insurers acceptable to ABB Contractor the following type of insurances: marine cargo insurance, public liability insurance, statutory worker's compensation/employer's liability insurance.

分包方应按《特别条款和条件》的要求并且在出具最终验收证书之前自担费用向 ABB 承包方接受的声誉和经济状况良好的保险公司投保下列类型的保险：海上货物运输保险、公众责任险、法定的工伤保险/雇主责任险。

18.2 All insurance policies shall be endorsed to include ABB Contractor as additional insured and provide a waiver of insurer's right of subrogation in favour of ABB Contractor. All insurance policies and waivers of recourse shall, upon request by ABB Contractor, be extended to also similarly apply to Client. Subcontractor shall no later than Effective Date provide to ABB Contractor certificates of insurance covering such policies as well as confirmation that premiums have been paid. Subcontractor shall also provide upon ABB Contractor's request copies of such insurance policies.

所有保险单应把 ABB 承包方作为附加被保险人，并提供放弃向 ABB 承包方追偿的保险公司代位权弃权声明。所有对保险单增加附加被保险人和放弃追偿权的要求，经 ABB 承包方要求同样适用于客户。分包方应不迟于生效日向 ABB 承包方提供涵盖此保单的保险证明并确认保险费已经支付。分包方应当经 ABB 承包方要求提供该保险单的复印件。

18.3 In case of loss and damage related to the covers in Clause 18, any and all deductibles shall be for Subcontractor's account.

如果有与第 18 条规定的保险有关的损失或损害，任何和所有免赔额应由分包方承担。

18.4 Subcontractor shall furnish notice to ABB Contractor within thirty (30) calendar days of any cancellation or non-renewal or material change to the terms of any insurance.

分包方应在三十（30）个日历日内就任何针对本条款所要求的保险的任何取消或不续保或实质变更通知 ABB 承包方。

18.5 All Subcontractor policies (except worker's compensation/employer's liability) shall be considered primary insurance and any insurance carried by ABB Contractor shall not be called upon by Subcontractor's insurers to contribute or participate on the basis of contributing, concurrent, double insurance or otherwise.

所有分包方保险单（除了工伤保险/雇主责任险）应被视为首层保险，ABB 承包方购买的任何保险不应被分包方承保人以保障相同利益、同时存在、重复保险或其他原因为由要求分摊责任。

18.6 Should Subcontractor fail to provide insurance certificates and maintain insurance according to Clause 18, ABB Contractor shall have

the right to procure such insurance cover at the sole expense of Subcontractor.

如果分包方未按照第 18 条提供保险证明和投保，ABB 承包方有权购买该保险，并由分包方独自承担费用。

18.7 Any compensation received by Subcontractor shall be applied towards the replacement and/or restoration of the Project Designed Goods.

分包方获得的任何赔偿应用于重置和/或恢复项目定制货物。

18.8 Nothing contained in this Clause 18 shall relieve Subcontractor of any liability under the Subcontract or any of its obligations to make good any loss or damage to the Project Designed Goods. The insured amounts can neither be considered nor construed as a limitation of liability.

第 18 条包含的任何内容不得免除分包方在分包合同下的任何责任或对项目定制货物的任何损失和损害的赔偿义务。投保额既不得视为也不得解释为对责任的限制。

## 19. TERMINATION

### 终止

19.1 Without prejudice to any other rights or remedies to which ABB Contractor may be entitled, ABB Contractor may terminate the Subcontract in the event that:

在不影响 ABB 承包方享有的任何其他权利和救济的情况下，ABB 承包方可在以下情况下终止分包合同：

19.1.1 Subcontractor commits a breach of its obligations under the Subcontract, and fails to remedy that breach within ten (10) calendar days (unless otherwise stated under the Subcontract) of receiving written notice from ABB Contractor requiring its remedy; or

分包方违反分包合同下的义务，并在接到 ABB 承包方要求补救的书面通知后的十（10）个日历日内（除非分包合同中另有规定）没有就违约进行补救；或

19.1.2 subject to Clause 7.3, the maximum amount of liquidated damages payable by Subcontractor is reached, or, subject to Clause 7.5, it is clear from the circumstances that a delay will occur in Delivery which would entitle ABB Contractor to maximum liquidated damages; or

分包方根据第 7.3 条需支付的违约金达到最大额，或根据 7.5 条有明显情形显示迟延交付并使 ABB 承包方可根据第 7 条索赔违约金最大额；或

19.1.3 Subcontractor fails to provide, in response to demand by ABB Contractor, adequate assurance of Subcontractor's future performance, whereby ABB Contractor shall be the sole judge of the adequacy of said assurance; or

分包方未能应 ABB 承包方要求为分包方未来的履约提供足够保证，ABB 承包方应独立判断此种保证的足够性；或

19.1.4 there is any adverse change in the position, financial or otherwise, of Subcontractor, whereby and without limitation:

分包方的处境、财务或其他方面有任何不利变化，不限于以下情形：

a) Subcontractor becomes insolvent; or

分包方破产；或

b) an order is made for the winding up of Subcontractor; or

分包方被命令清算；或

c) documents are filed with a court of competent jurisdiction for the appointment of an administrator of Subcontractor; or

指定分包方管理人的材料被提交至有管辖权的法院；或

d) Subcontractor makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

分包方与其债权人做出任何安排或缔结任何协议，或为保护其债权人以任何方式向有管辖权的法院提出申请；或

19.1.5 Subcontractor ceases, or threatens to cease, performing a substantial portion of its business, whether voluntarily or involuntarily, that has or will have an adverse effect on Subcontractor's ability to perform its obligations under the Subcontract; or

分包方无论自愿或非自愿地停止，或可能停止其主要业务，且已经或将会对分包方履行分包合同下义务的能力造成或将造成不利影响；或

19.1.6 any representation or warranty made by Subcontractor in the Subcontract is not true, or inaccurate and if such lack of truth or accuracy would reasonably be expected to result in an adverse impact on ABB Contractor, unless cured within ten (10) calendar days after the date of written notice of such lack; or

任何分包方在分包合同中的陈述或保证不真实或不准确，如果此种缺乏真实性或准确性在合理预期下将对 ABB 承包方有不利影响，除非此种缺乏真实或准确性在接到该书面通知后的十（10）个日历日内被消除；或

19.1.7 there is a change of control of Subcontractor.

分包方控制权变更。

19.2 Upon termination according to Clause 19.1, ABB Contractor shall be entitled to reclaim all sums which ABB Contractor has paid to Subcontractor under the Subcontract and to claim compensation for any costs, losses or damages incurred whatsoever in connection with such termination. Subcontractor shall at its own expense promptly remove from the Site all portions of the Project Designed Goods which are defective or otherwise not conforming with the Subcontract and which have not been corrected, unless removal is waived by ABB Contractor.

根据第 19.1 条终止后，ABB 承包方有权收回根据分包合同向分包方支付所有款项，并有权就与终止有关的任何费用、损失或损害

要求赔偿。分包方应自担费用立即将所有有缺陷的或不符合分包合同的、并且未被纠正的项目定制货物的部分从现场移除，除非 ABB 承包方放弃该移除。

19.3 If Subcontractor does not proceed with the removal of defective or non-conforming Project Designed Goods or the respective parts immediately upon written notice from ABB Contractor, ABB Contractor may (or may instruct a third party to) remove them and store them at the expense of Subcontractor. If Subcontractor does not pay the cost of such removal and storage within ten (10) calendar days thereafter, ABB Contractor may upon ten (10) additional calendar days' written notice sell such items at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs of such sale and other costs that should have been borne by Subcontractor. If such proceeds of sale do not cover all costs of sale and other costs which Subcontractor should have borne, the difference shall be charged to Subcontractor. If payments then or thereafter due to Subcontractor are not sufficient to cover such amount, Subcontractor shall pay the difference to ABB Contractor.

如果分包方在接到 ABB 承包方书面通知后未立即移除有缺陷的、不符合要求的项目定制货物或相关部分，ABB 承包方可以（或可以指示第三方）移除和储存它们，并由分包方承担费用。如果分包方在之后的十（10）个日历日内不支付该移除和储存费用，ABB 承包方在另行书面通知后的十（10）个日历日后通过拍卖或非拍卖直接销售的方式卖掉这些货物，并且在扣减本应由分包方承担的所有该销售费用和其他费用后，获得纯收入。如果该销售收入未涵盖应由分包方承担的所有销售费用和其他费用，差额应向分包方收取。如果之后分包方未足额支付，则分包方向 ABB 承包方支付差额。

19.4 Upon termination according to Clause 19.1, ABB Contractor may complete the Subcontract or employ other suppliers to complete the Subcontract. Any such work shall be performed at Subcontractor's risk and expense. ABB Contractor shall have the right to take possession at Subcontractor's premises and/or at Site of any uncompleted part of the Project Designed Goods and use all Subcontractor Documentation, Subcontractor's equipment and other property provided (or to be provided) or used by Subcontractor and use it as ABB Contractor deems fit in order to complete the Project Designed Goods. If the cost to ABB Contractor for so completing the Project Designed Goods shall exceed the amount which would have been due to Subcontractor had the Project Designed Goods been completed by Subcontractor, Subcontractor shall pay the amount of such excess to ABB Contractor or it will be deducted from any money due or money that will become due to Subcontractor or from any of Subcontractor's guarantees.

一旦根据第 19.1 条终止后，ABB 承包方可以完成分包合同或雇佣其他供应商来完成分包合同。任何此种工作的风险和费用由分包方承担。ABB 承包方应有权在分包方的经营场址和/或在现场占有

任何未完成的项目定制货物的部分，和使用所有分包方文件、分包方设备和分包方提供的（或将提供的）或使用的其他财产，并由 ABB 承包方以其认为合适的方式完成项目定制货物。如果 ABB 承包方完成项目定制货物的费用超过分包方完成项目定制货物产生的费用，分包方应向 ABB 承包方支付超过部分，或从任何分包方到期或将到期款项，或分包方的担保中扣除。

19.5 ABB Contractor has the right to terminate the Subcontract or parts of the Subcontract without cause at any time with immediate effect at its sole discretion by written notice to Subcontractor. Upon receipt of such notice Subcontractor shall stop all progress of the Project Designed Goods and performance of the Subcontract unless otherwise directed by ABB Contractor. ABB Contractor shall pay Subcontractor for the Project Designed Goods completed and for the materials purchased for execution of the Project Designed Goods before termination and for which ABB Contractor is legally bound to accept Delivery, and which cannot be used by Subcontractor for any other purposes (such materials will become property of ABB Contractor upon payment by ABB Contractor), and other verified, proven and direct additional expenses for discontinuing the Subcontract. However, in no event shall the total amount to be paid by ABB Contractor to Subcontractor exceed the amount of accumulated costs as stated in the Special Terms and Conditions, or in the absence thereof, the amount due and payable by ABB Contractor at the time of termination according to the Subcontract. Subcontractor shall have no further claim for compensation due to such termination. Claims for compensation of loss of anticipated profits are excluded.

ABB 承包方有权在无理的情况下自行决定随时书面通知分包方终止分包合同的整体或部分，并立即生效。分包方一旦接到该通知，应停止项目定制货物的所有进展及停止履行分包合同，除非 ABB 承包方另有指令。ABB 承包方在终止之前应就 ABB 承包方在法律上有义务接受交付并且无法被分包方用于任何其他目的（该物料在 ABB 承包方付款后将变成 ABB 承包方的财产）的已完成项目定制货物和为完成项目定制货物而购买的物料向分包方支付费用，并且向分包方支付为停止履行分包合同而产生的其他已核实和已证明的直接额外费用。然而，ABB 承包方向分包方支付的总额无论如何不得超过在《特别条款和条件》中载明的累积费用总额，或如没有该总额，不得超过 ABB 承包方根据分包合同在终止时应支付的到期总额。分包方无权就该终止要求进一步补偿。排除预期利润的补偿要求。

19.6 In case the Main Contract is terminated for reasons other than Subcontractor's performance and if ABB Contractor, as a result thereof, terminates the Subcontract, compensation to be paid to Subcontractor shall correspond to the compensation paid by Client to ABB Contractor for the respective part of the Subcontract.

如果主合同非因分包方履约行为的原因终止，并且如果 ABB 承包方因此终止分包合同，ABB 承包方支付给分包方的补偿应与客户就相关分包合同范围支付给 ABB 承包方的一致。

19.7 On termination of the Subcontract, Subcontractor shall immediately deliver to ABB Contractor all copies of information or data provided by ABB Contractor to Subcontractor for the purposes of the Subcontract. Subcontractor shall certify to ABB Contractor that Subcontractor has not retained any copies of such information or data.

分包合同终止后，分包方应立即向 ABB 承包方返还 ABB 承包方就分包合同目的向分包方提供的所有信息或数据。分包方向 ABB 承包方证明分包方没有保留任何此种信息或数据的副本。

19.8 On termination of the Subcontract, Subcontractor shall immediately deliver to ABB Contractor all specifications, programs and other information, data, and Subcontractor Documentation regarding the Project Designed Goods which exist in any form whatsoever at the date of such termination, whether or not then complete.

分包合同终止后，分包方应立即向 ABB 承包方返还所有说明书、程序和其他信息、数据，和在终止时有关项目定制货物的以任何形式存在的分包方文件(无论当时是否完成)。

19.9 Termination of the Subcontract, however arising, shall not affect or prejudice the accrued rights of the Parties as at termination, or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

分包合同无论因何原因终止，不应影响或损害双方在终止时享有的权利，或任何明示或默示将于终止后继续有效的条款的效力。

## 20. COMPLIANCE, INTEGRITY

### 诚信合规

20.1 Subcontractor shall provide the Project Designed Goods in compliance with all relevant legislation, laws, rules, regulations, and codes of practice, guidance and other requirements of any relevant government or governmental agency. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by Subcontractor shall be in compliance with the generally accepted best practice of the relevant industry.

分包方应遵照所有相关法律、规则、法规、规范、指南以及任何相关政府或政府机构的其他要求提供项目定制货物。如果这些规定是建议性的而非强制性的，适用于分包方的合规标准应为遵守相关行业公认的最佳做法。

20.2 Subcontractor must comply with the ABB Lists of Prohibited and Restricted Substances and with the reporting and other requirements regarding Conflict Minerals made available under [www.abb.com](http://www.abb.com) – **Supplying – Material Compliance** or otherwise and shall provide ABB Contractor with respective documents, certificates and statements if requested. Any statement made by Subcontractor to ABB Contractor (whether directly or indirectly, e. g. where applicable via the ABB Supplier Registration and Pre-Qualification System) with

regard to materials used for or in connection with the Project Designed Goods will be deemed to be a representation under the Subcontract.

分包方必须遵守《ABB 禁用和限制物质清单》规定，以及有关冲突矿产的报告及其它要求，参见：[www.abb.com](http://www.abb.com) – **Supplying – Material Compliance**，或经要求应向 ABB 承包方提供相关文件、证明和声明。任何分包方向 ABB 承包方做的关于使用于与项目定制货物有关材料之声明（无论是直接的还是间接的，例如通过 ABB 供应商注册及预审系统（如适用）），将被视为分包合同下的一种陈述。

20.3 Subcontractor represents and warrants that it is knowledgeable with, and is and will remain in full compliance with all applicable trade and customs laws, regulations, instructions, and policies, including, but not limited to, securing all necessary clearance requirements, proofs of origin, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the provision of services, the release or transfer of goods, hardware, software and technology to non U.S. nationals in the U.S., or outside the U.S., the release or transfer of technology and software having U.S. content or derived from U.S. origin software or technology.

分包方陈述并保证其熟知并将一直遵守所有适用的贸易和海关法律、规定、指令以及政策，包括但不限于：向有管辖权的政府机构获取所有必须的清关要求，来源地证明，向其取得进出口许可和豁免，完成所有适当的备案，和/或披露有关向在美国境内的非美国公民或美国境外提供服务，货物、硬件，软件和技术转让或转移，将含有与美国有关内容的或由美国原产的软件或技术衍生的技术和软件进行转让或转移。

20.4 No material or equipment included in or used for the Project Designed Goods shall originate from any company or country listed in any relevant embargo issued by the authority in the country where the Project Designed Goods shall be used or an authority otherwise having influence over the equipment and material forming part of the Project Designed Goods. If any of the Project Designed Goods are or will be subject to export restrictions, it is Subcontractor's responsibility to promptly inform ABB Contractor in writing of the particulars of such restrictions.

若项目定制货物在某一国家使用或某一机构以任何方式对构成项目定制货物的设备及材料有影响力，则项目定制货物不应包含或已使用被该国家列于禁止或限制贸易清单上的公司或国家的材料或设备。如果任何项目定制货物受到或将要受到出口限制，分包方应负责立即书面告知 ABB 承包方有关该等限制的详细情况。

20.5 Both Parties warrant that each will not, directly or indirectly, and that each has no knowledge that the other Party or any third parties will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of each Party, or any other party in a manner contrary to

applicable laws (including but not limited to the U. S. Foreign Corrupt Practices Act and, where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials), and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the Subcontract shall render either Party or any of its Affiliates liable to reimburse the other for any such consideration given or promised.

双方特此保证，任何一方不会，且未知悉另一方或任何第三方会，直接或间接地，以违反相关法律（包括但不限于美国《反海外贿赂法》以及适用的经合组织成员国为实施《禁止在国际商业交易中贿赂外国政府官员公约》制定的立法）规定的方式，向各方或任何他方客户、政府官员、双方的代理、董事和员工或任何第三方付款、赠送礼物或做出其他承诺，并且双方应遵守所有有关贿赂和腐败的法律、法规、条例和规定。分包合同的任何规定均不使任何一方承担义务偿付另一方任何已给予的或承诺的此种对价。

20.6 Subcontractor herewith acknowledges and confirms that Subcontractor has received a copy of ABB's Code of Conduct and ABB's Supplier Code of Conduct or has been provided information on how to access both ABB Codes of Conduct online under [www.abb.com/Integrity](http://www.abb.com/Integrity). Subcontractor is obliged and agrees to perform its contractual obligations in accordance with both ABB Codes of Conduct, including but without limitation to all employment, health, safety and environmental requirements specified therein.

分包方在此认可并确认，其已收到一份 ABB 的行为准则和《ABB 供应商行为准则》或已知悉如何在线获取 ABB 行为准则（[www.abb.com/Integrity](http://www.abb.com/Integrity)）的信息。分包方有义务并同意按照 ABB 的行为准则履行其合同义务，包括但不限于所列的所有雇佣、健康、安全和环境要求。

20.7 ABB has established the following reporting channels where Subcontractor and its employees may report suspected violations of applicable laws, policies or standards of conduct: Web portal: [www.abb.com/Integrity](http://www.abb.com/Integrity) – **Reporting Channels**; telephone and mail address: specified on this Web portal.

ABB 已建立了如下报告渠道，分包方和其员工可以通过此渠道报告可疑的违反适用的法律、政策或标准的行为：网址：[www.abb.com/Integrity](http://www.abb.com/Integrity) – **Reporting Channels**；电话和邮寄地址：见网站。

20.8 Any violation of an obligation contained in this Clause 20 shall be a material breach of the Subcontract. Either Party's material breach shall entitle the other Party to terminate the Subcontract with immediate effect and without prejudice to any further right or remedies under such Subcontract or applicable law.

任何对第 20 条的义务的违反将是对分包合同的实质性违约。任何一方实质性违约，另一方有权终止分包合同并立即生效，且不影响其根据分包合同或适用的法律获得任何进一步的权利或救济。

20.9 Notwithstanding anything to the contrary contained in the Subcontract, Subcontractor shall, without any limitations, indemnify and hold harmless ABB Contractor from and against any liabilities, claim, proceeding, action, fine, loss, cost or damages arising out of or relating to any such violation of the above mentioned obligations and the termination of the Subcontract, or arising from export restrictions concealed by Subcontractor. With respect to export restrictions solely attributable to ABB Contractor's use of the Project Designed Goods, the now said commitment shall only apply to the extent Subcontractor has knowledge of or reasonably should have been aware of such use.

无论分包合同中有任何相关规定，分包方应无任何限制条件地赔偿并使 ABB 承包方免受因其违反上述义务、终止分包合同，或分包方隐瞒出口限制而导致的或相关的任何责任、索赔、法律程序、诉讼、罚款、损失和损害。仅因 ABB 承包方使用项目定制货物导致的出口限制，此种承诺仅限于分包方已知晓或合理应已知晓的使用。

## 21. ASSIGNMENT AND SUBCONTRACTING

### 转让和分包

21.1 Subcontractor shall neither novate nor assign, subcontract, transfer, nor encumber the Subcontract nor any parts thereof (including any monetary receivables from ABB Contractor) without prior written approval of ABB Contractor.

未经 ABB 承包方的事先书面批准，分包方不得代替、转让、分包、转移或抵押分包合同或其任何部分（包括来自 ABB 承包方的任何应收款）。

21.2 ABB Contractor may at any time assign, novate, encumber, subcontract or deal in any other manner with all or any of its rights or obligations under the Subcontract.

ABB 承包方可随时将其分包合同项下的全部或任何权利或义务转让、代替、抵押、分包或以其他方式进行交易。

## 22. NOTICES AND COMMUNICATION

### 通知和通信

Any notice shall (unless otherwise agreed upon) be given in the language of the Subcontract by sending the same by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in the Subcontract or to such other address as such Party may have notified in writing to the other for such purposes. E-mail and fax notices expressly require written confirmation issued by the receiving Party. Electronic read receipts may not under any circumstances be deemed as confirmation of notice. Electronic signatures shall not be valid, unless expressly agreed in writing by duly authorised representatives of the Parties.

任何通知都应（除非另行约定）以分包合同的语言通过挂号信、快件、传真或电子邮件的方式发送至分包合同中说明的相关方的地址或该方以书面形式通知另一方的其他地址。电子邮件和传真

通知明确要求接收方的书面确认。电子回执在任何情况下不能被视作通知确认函。除非双方正式授权代表通过书面形式明确达成一致，电子签名应无效。

## 23. WAIVERS

### 弃权

Failure to enforce or exercise, at any time or for any period, any term of the applicable ABB GTC/Project Designed Goods or the Subcontract does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term herein contained.

在任何时间或任何期限未能实施或执行《ABB GTC/项目定制货物》或分包合同的任何条款，不构成且不应解释为放弃该条款，并且不影响以后执行该条款或任何其他条款的权利。

## 24. GOVERNING LAW AND DISPUTE SETTLEMENT

### 管辖法律和争议解决

24.1 The Subcontract shall be governed by and construed in accordance with the laws of the country (and/or the state, as applicable) of ABB Contractor's legal registration, however under exclusion of its conflict of law rules and the United Nations Convention on International Sale of Goods.

分包合同应受 ABB 承包方注册国（和/或州，若适用）的法律管辖并据其予以解释，《联合国国际货物销售合同公约》和其冲突法规则不适用。

24.2 For domestic dispute resolution matters, whereby ABB Contractor and Subcontractor are registered in the same country, any dispute or difference arising out of or in connection with the Subcontract, including any question regarding its existence, validity or termination or the legal relationships established by the Subcontract, which cannot be settled amicably or by mediation, shall be submitted to the jurisdiction of the competent courts at the place of ABB Contractor's registration, unless other courts or arbitration are agreed in writing between the Parties.

对于在同一国家注册的 ABB 承包方和分包方所发生的国内争议解决事宜，任何分包合同导致或与之相关的争议或差异，包括任何关于其存在、有效性或终止或由此形成的法律关系的问题，如果不能友好协商或调解解决，应提交 ABB 承包方注册地的管辖法院进行判决，除非双方通过书面形式就其他法院或仲裁达成一致。

24.3 For cross border dispute resolution matters, whereby ABB Contractor and Subcontractor are registered in different countries, unless agreed otherwise in writing between the Parties, any dispute or difference arising out of or in connection with the Subcontract, including any question regarding its existence, validity or termination or the legal relationships established by the Subcontract, which cannot be settled amicably or by mediation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of

arbitration shall be the location where ABB Contractor is registered, unless otherwise agreed in writing. The language of the proceedings and of the award shall be English. The decision of the arbitrators shall be final and binding upon both Parties, and neither Party shall seek recourse to an ordinary state court or any other authority to appeal for revisions of the decision.

对于在不同国家注册的 ABB 承包方和分包方所发生的跨国争议解决事宜，除非双方另外通过书面形式达成一致，否则任何由分包合同导致或与之相关的争议或差异，包括任何关于其存在、有效性或终止或由此形成的法律关系的问题，如果不能友好协商或调解解决，应按照《国际商会仲裁规则》由遵照该规则指定的三名仲裁员进行最终裁决。仲裁地应为 ABB 承包方的注册地，除非另外通过书面形式达成一致。仲裁程序和裁决语言应为英语。仲裁员的裁决应是终局裁决，并对双方均具约束力。任何一方都不应向普通州法院或任何其他权威机构上诉改变原裁决。

24.4 Subcontractor shall keep such contemporary records as may be necessary to substantiate any claim. Without admitting ABB Contractor's liability, ABB Contractor may, after receiving any claim notice from Subcontractor, monitor the record-keeping and instruct Subcontractor to keep further contemporary records. ABB Contractor shall be entitled either itself or using such reputable and competent agents or representatives as it may authorize to audit the systems and retain records of Subcontractor specific to the Subcontract and Subcontractor shall ensure that ABB Contractor has similar rights to audit the systems and retain the records of any Subcontractor's sub-suppliers. No such audit or inspection shall relieve Subcontractor of liability or responsibility.

分包方应保存证实索赔所需的同期记录。在不承认 ABB 承包方责任前提下，ABB 承包方可以在接到分包方的任何索赔通知后，监督保存记录和指示分包方保存进一步的同期记录。ABB 承包方应有权自行或使用其授权的知名的和能胜任的代理或代表予以审计系统和保存分包方的分包合同项下的记录，并且分包方保证 ABB 承包方有类似的审计系统和保存分包方的任何次级供应商记录的权利。该审计和检查不应免除分包方的责任和职责。

## **25. CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION**

### **保密，数据安全，数据保护**

25.1 Subcontractor shall:

分包方应

25.1.1 Unless otherwise agreed in writing, keep in strict confidence all ABB Contractor Data and any other information concerning ABB Contractor's or its Affiliates' business, its products and/or its technologies which Subcontractor obtains in connection with the Project Designed Goods to be provided (whether before or after acceptance of the Subcontract). Subcontractor shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors or

other third parties as need to know the same for the purpose of the provision of the Project Designed Goods to ABB Contractor. Subcontractor shall ensure that such employees, agents, subcontractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Subcontractor and shall be liable for any unauthorized disclosures;

除非另行书面约定，分包方对其获得的所有关于项目定制货物（无论是接受分包合同之前或之后）的 ABB 承包方数据和其他任何关于 ABB 承包方或其关联公司业务、产品和/或技术的信息进行严格保密。分包方应对因向 ABB 承包方提供项目定制货物之目的而需知晓此类保密材料的分包方的员工、代理或分包商或其他第三方限制披露此类保密材料。分包方应保证这些员工、代理或分包商或其他第三方遵守和符合适用于分包方的同样的保密义务，并应对任何未经授权的披露负责；

25.1.2 Apply appropriate safeguards, adequate to the type of ABB Contractor Data to be protected, against the unauthorised access or disclosure of ABB Contractor Data and protect such ABB Contractor Data in accordance with the generally accepted standards of protection in the related industry, or in the same manner and to the same degree that it protects its own confidential and proprietary information – whichever standard is higher. Subcontractor may disclose confidential information to "Permitted Additional Recipients" (which means Subcontractor's authorised representatives, including auditors, counsels, consultants and advisors) provided always that such Permitted Additional Recipients sign with Subcontractor a confidentiality agreement with terms substantially similar hereto or, where applicable, are required to comply with codes of professional conduct ensuring confidentiality of such information;

使用足以保护 ABB 承包方数据的合适的保护措施防止未经授权的获取或披露 ABB 承包方数据，根据相关行业通常接受的保护标准保护 ABB 承包方数据，或与保护其自有保密和专有信息相同方式和相同程度保护数据-以较高标准为准。分包方可向“例外许可接收者”（指分包方授权的代表，包括审计师、顾问、咨询师和提供建议者）披露保密信息，前提为此种例外许可接收者与分包方签署条款与本合同实质相似的保密协议，或须遵守确保信息保密的专业行为准则（如适用）；

25.1.3 Not (i) use ABB Contractor Data for any other purposes than for providing the Project Designed Goods, or (ii) reproduce the ABB Contractor Data in whole or in part in any form except as may be required by the respective contractual documents, or (iii) disclose ABB Contractor Data to any third party, except to Permitted Additional Recipients or with the prior written consent of ABB Contractor;

不应(i)为非提供项目定制货物之目的使用 ABB 承包方数据；或(ii)以任何形式全部或部分复制 ABB 承包方数据，除非该等复制是履行相关合同文件所需的；(iii) 向任何第三方披露 ABB 承包方数据，向例外许可接收方披露和 ABB 承包方事先书面同意除外；

25.1.4 Install and update at its own costs required adequate virus protection software and operating system security patches for all computers and software utilized in connection with providing the Project Designed Goods;

自担费用为与提供项目定制货物有关的所有电脑和软件安装和更新所需的足够的病毒防护软件和操作系统安全补丁;

25.1.5 Inform ABB Contractor without delay about suspicion of breaches of data security or other serious incidents or irregularities regarding any ABB Contractor Data.

将对于违反数据安全的怀疑或其他严重事件或任何和 ABB 承包方数据有关的不寻常事件毫无延迟地通知 ABB 承包方。

25.2 Subcontractor agrees that ABB Contractor shall be allowed to provide any information received from Subcontractor to any Affiliate of ABB Contractor. Subcontractor shall obtain in advance all necessary approval or consent for ABB Contractor to provide such information to ABB Contractor's Affiliates if such information is confidential for any reason or subject to applicable data protection or privacy laws and regulations.

分包方同意 ABB 承包方可以向 ABB 承包方的任何关联公司提供来自于分包方的任何信息。如果此种信息出于任何原因是保密的或须遵守适用的数据保护或隐私法律及法规的,对于 ABB 承包方向 ABB 承包方的关联公司提供此种信息,分包方应事先获得所必要的批准或同意。

25.3 In case the type of ABB Contractor Data affected is particularly sensitive and therefore, according to ABB Contractor's opinion, requires a separate confidentiality and non-disclosure agreement, Subcontractor agrees to enter into such agreement. The same applies with regard to data privacy topics which are not covered by this Clause 25 and which may require a separate data processing agreement according to applicable laws and regulations.

如果受影响的 ABB 承包方数据特别敏感,须根据 ABB 承包方的意见另行签订保密和不披露协议,分包方应同意签署此协议。此情况同样适用于未被第 25 条涵盖但根据适用的法律法规需另行签订数据处理协议的数据隐私主题。

25.4 The obligations under this Clause 25 exist for an indefinite period of time and therefore shall survive the expiration or termination of the Subcontract for any reason.

无论分包合同因何种原因到期或终止,第 25 条的义务应保留并一直有效。

## 26. SEVERABILITY

### 可分割性

The invalidity or unenforceability of any term or of any right arising pursuant to the Subcontract shall not adversely affect the validity or enforceability of the remaining terms and rights. The respective terms or rights arising pursuant to the Subcontract shall be given effect as if

the invalid, illegal or unenforceable provision had been deleted and replaced by a provision with a similar economic effect to that of the deleted provision if this can be achieved by another provision.

分包合同项下的任何条款或权利无效或不可实施不应对其余条款和权利的有效性或可实施性造成不利影响。若另一条款可以达成被删除条款效力,分包合同中的相关条款或权利应给予效力,如同无效、非法或不可实施条款已被删除并以具有类似经济效果的条款取代。

## 27. SURVIVAL

### 持续性

27.1 Provisions of the ABB GTC/Project Designed Goods which either are expressed to survive the termination of the Subcontract or from their nature or context it is contemplated that they are to survive such termination shall remain in full force and effect notwithstanding such termination.

《ABB GTC/项目定制货物》中明确表示在分包合同终止后继续生效或从其属性或上下文中推测在终止后继续生效的条款应在终止后继续保持全部效力。

27.2 The obligations set forth in Clauses 11 (Warranty), 15 (Documentation), 17 (Liability and Indemnity) and 25 (Confidentiality, Data Security, Data Protection) shall survive expiration and termination of the Subcontract.

第 11 条(质保)、第 15 条(文件)、第 17 条(责任和赔偿)和第 25 条(保密、数据安全、数据保护)规定的义务应在分包合同到期和终止后继续生效。

## 28. ENTIRETY

### 完整性

The Subcontract constitutes the entire agreement and understanding between the Parties and replaces any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.

本分包合同构成了双方之间的完整协议和谅解,并可取代双方之间此前达成的书面或口头协议、谅解或安排。

## 29. RELATIONSHIP OF PARTIES

### 双方关系

The relationship of the Parties is that of independent parties dealing at arm's length and nothing in this Subcontract shall be construed to constitute any kind of an agency or partnership with ABB Contractor or Client, and Subcontractor is not authorised to represent ABB Contractor or Client.

双方之间是独立的公平交易方,双方之间的分包合同不得解释为与 ABB 承包方或客户有任何代理关系或合伙关系,并且分包方未得到有权代表 ABB 承包方或客户的授权。

## 30. FURTHER ASSURANCES

### 进一步保证

The Parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by the Subcontract.

双方应采取合理的所有进一步措施和行动来实现分包合同项下所赋予的权利和预期的交易。