

Medtronic Terms and Conditions of Purchase

美敦力采购条款和条件

The purchase of Goods and/or Services by “Medtronic” from its Supplier shall be subject to these Terms and Conditions of Purchase.

“美敦力”向其供应商购买货物及/或服务，双方应遵守本采购条款与条件。

1. Definitions 定义

1.1 “Contract” means a contract for the purchase of Goods and/or Services in accordance with Clause 2.

“合同”系指第二条规定的货物采购合同及/或服务。

1.2 “GST” means goods and services tax, value added tax or other similar tax, if any, in the PRC.

“GST”系指中国国内的货物和服务税、增值税或其他类似税项（如有）。

1.3 “Goods”, or “Goods and/or Services” means all goods, machinery, equipment, software or other materials, services or service deliverables ordered by Medtronic as specified in the Purchase Order, and, as applicable, all works and services including, but not limited to, the design, procurement, manufacture, assembly, tests, inspections and delivery of the Goods to Medtronic and if so specified in the Purchase Order, installation and/or commissioning of the Goods.

“货物”、或“货物及/或服务”系指美敦力的订购单中所述的一切货物、机械、设备、软件或其他材料、服务或服务交付物，在适用的情况下，包括但不限于向美敦力供应的货物的设计、采购、制造、组装、测试、检验和交付等一切工作与服务，若订购单有规定，还包括货物的安装和/或调试。

1.4 “Purchase Order” means the purchase order or other form of request by Medtronic to the Supplier for the supply of the Goods.

“订购单”系指美敦力向供应商提交的供货订购单或其他要求书。

1.5 “Terms” means these Terms and Conditions of Purchase.

“条款”系指本采购条款与条件。

1.6 “PRC” for the purpose of these Terms means the People’s Republic of China, excluding Hong Kong, Macau and Taiwan.

“中国”就本条款而言，指中华人民共和国，不包括香港、澳门和台湾。

2. Contract 合同

2.1 In order to purchase Goods and/or Services, Medtronic shall place with the Supplier a written Purchase Order setting out a full description of the Goods and/or Services to be purchased, the required delivery date or dates, and the delivery point.

为购买货物及/或服务，美敦力应当向供应商下达书面订购单，充分描述所需购买的货物及/或服务、所要求的交付日期和交付地点。

2.2 After Medtronic has placed a Purchase Order with the Supplier, the Supplier shall have 2 business days to confirm the contents of the Purchase Order in a manner acceptable to Medtronic, after which the Purchase Order shall become effective and the Contract shall be formed. If the Supplier fails to provide any feedback on the Purchase Order within the above period, or if the Supplier actually starts to fulfill the Purchase Order directly, the Purchase Order will be deemed to have been accepted by the Supplier and the Contract should be deemed to have been formed on the date of the Purchase Order. Each contract shall be governed by these Terms.

美敦力向供应商下达订购单后，供应商应在 2 个工作日内对订购单中的相关内容以美敦力认可的方式进行确认，确认后该订购单生效，合同即告成立。若供应商未能在上述期限内对订购单给予任何反馈，或供应商直接对订购单内容开始实际履行的，该订购单将被视为已被供应商接受且于订购单发出日合同已告成立。每一份合同均受本条款约束。

2.3 These Terms shall prevail over any terms and conditions stated in or attached to the Purchase Order, request for quotation or other documentation or printed form relating to the Contract. In the event that a framework agreement, or a procurement or service agreement exists between Medtronic and the Supplier (the "Master Agreement"), the terms of the Master Agreement shall prevail in the event of a conflict between these Terms and the terms of the Master Agreement. Any unresolved matters in these Terms shall be governed by the Master Agreement.

本条款优先于订购单所述或所附的一切条款和条件、或与合同相关的报价请求或其他文件或印刷文书。若美敦力与供应商存在框架协议或采购、服务协议（“主协议”）的，本条款与主协议条款存在冲突的，或本条款未尽事宜，均以主协议条款为准。

3. Complete Agreement 完整协议

3.1 These Terms together with the Master Agreement (if any) shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party.

本条款与主协议（如有）构成双方之间的完整协议，非经各方签署书面文件，不得对其进行变更或修改。

3.2 No terms and conditions, if any, stated in or attached to the Supplier's correspondences or communications to Medtronic, including but not limited to acknowledgements or invoices, shall in any way prevail over the application of these Terms and shall not be considered the Supplier's exceptions to the provisions of these Terms, and in the event of a conflict between those terms and conditions and these Terms, these Terms shall prevail.

供应商发给美敦力的任何信函或沟通往来中（包括但不限于确认函或发票）所述或所附的任何条款和条件（如有），均不得在任何方面优于本条款适用，亦不得视为是供应商针对本条款的例外规定，该等条款和条件与本条款存在冲突的，均以本条款的约定为准。

3.3 Trade custom, trade usage and past performance are superseded by the Terms and shall not be used to interpret the Terms.

本条款取代一切交易习惯、交易惯例和过往做法，且任何交易习惯、交易惯例和过往做法均不得用于解释本条款。

4. Delivery 交付

4.1 Time is of the essence and deliveries shall be strictly in accordance with the Purchase Order. Delivery of Goods only shall be considered performed (a) where Incoterms apply, when the Supplier fulfills its obligation to deliver pursuant to the chosen Incoterms rule under the Contract; or (b) otherwise when Goods have arrived at the point of destination specified in Purchase Order and upon check of their appearance and quantity (written acceptance certificate issued by Medtronic). Delivery involving Services shall be considered performed on the date of an acceptance test (if applicable) satisfactory to Medtronic.

时间至关重要。交付必须严格按照订购单执行。货物的交付在 (a) 如适用 Incoterms，供应商按照合同所选的 Incoterms 规则完成交付义务时，或 (b) 在其他情况下，货物到达订购单规定的目的地并经外观和数量验收（美敦力出具验收书面凭证）之后视为完成。涉及服务的交付在美敦力验收或测试（如适用）满意之日视为完成。

4.2 Unless otherwise agreed, Medtronic will not accept part delivery of the Goods and/or Services.

除另有约定外，美敦力不接受交付部分货物及/或服务。

4.3 Late delivery or delivery of an excess quantity of Goods and/or Services shall entitle Medtronic to refuse the Goods and/or Services or, as applicable, return them to the Supplier at the Supplier's cost and to be indemnified for any damage suffered as a result. In the case of late deliveries, Medtronic may, at its own discretion, either accept a changed delivery schedule or terminate the Master Agreement or the Contract immediately. Unless otherwise agreed, in the event that Medtronic does not choose to terminate the Master Agreement or the Contract immediately, the Supplier shall pay to Medtronic liquidated damages for late delivery at the rate of one per cent (1%) per day of the total price of the relevant Purchase Order for the delay in the event of late delivery. Acceptance of a late delivery that does not strictly adhere to the delivery schedule (or acceptance of a changed delivery schedule) shall not constitute a waiver by Medtronic of late delivery liquidated damages.

迟延交付或者超额交付货物及/或服务的，美敦力有权拒收货物及/或服务或在适用的情况下将其退还供应商，并由供应商承担相应费用并赔偿美敦力因此遭受的损失。迟延交付的，美敦力可以自行决定是否接受变更的交付时间表，或者立即终止主协议或合同。除非另有约定，在美敦力未选择立即终止主协议或合同的情形下，供应商应在延迟交付的情况下，以延迟的相关订购单总价每日百分之一（1%）的比

率向美敦力支付延迟交付违约金。接受没有严格遵守交付时间表的延迟交付（或者接受变更的交付时间表）不构成美敦力对延迟交付违约金的放弃。

4.4 The Supplier shall provide written notification to Medtronic immediately upon it knows or should have known of any possible or actual delay in performance under a Contract and shall provide all relevant information concerning the cause of such delay, but in no event however, shall such notice relieve the Supplier of its obligations under such Contract.

合同履行发生实际迟延或可能发生迟延的，供应商应在知道或应当知道该等延迟的第一时间向美敦力发送书面通知，并提供有关迟延原因的一切相关信息，但在任何情况下，该种通知不免除供应商根据该合同应承担的义务。

5. Changes and Cancellation 变更和取消

5.1 Medtronic reserves the right to make changes to the Goods and/or Services to be provided by the Supplier under any Purchase Order. Medtronic shall have the right, at any time during the performance of the Contract, to instruct the Supplier by written notice to change (a) the specifications, drawings, and data contained in the Purchase Order; (b) the method of shipping or packaging; (c) the place of delivery; and (d) the time of delivery. The Supplier shall not alter or vary the Goods and/or Services, except as directed in writing by Medtronic.

美敦力保留对供应商根据任何订购单应提供的货物及/或服务进行变更的权利。美敦力有权在履行合同过程中的任何时间通过书面通知指示供应商变更（a）订购单包含的规格、图纸和数据；（b）运输或包装的方法；（c）交付地点；以及（d）交付时间。除非经美敦力书面指示，供应商不得修改或改变货物及/或服务。

5.2 Medtronic reserves the right to cancel the Purchase Order in whole or in part upon written notice to the Supplier.

美敦力保留经书面通知供应商，全部或部分取消订购单的权利。

5.3 If any change under clauses 5.1 and 5.2 results in a change in cost or an increase or decrease in the time required to perform the Contract, an equitable adjustment in the purchase price or delivery time or both shall be made with the prior consent of Medtronic. If the parties are unable to agree on such price or time change within ten (10) business days after the Supplier's receipt of Medtronic's request for such change (or such other period of time as may be agreed upon by the parties), Medtronic may terminate the Contract or the Purchase Order by giving the Supplier prior notice and Medtronic will not be liable for damages or reimbursement.

如果任何第 5.1 和 5.2 条项下的变更导致成本变化或履行合同所需时间增加或减少，经美敦力事先同意，应对采购价格或交付时间或二者进行公平的调整。如果在供应商收到美敦力要求进行变更后十个工作日内（或双方可以同意的其它时间内）双方不能就该等价格或时间的变更达成合意，美敦力可以通过向供应商发出事先通知终止合同或订购单且美敦力无需承担赔偿责任或补偿责任。

5.4 In the event of cancellation of Purchase Order under clause 5.2, and subject to clauses 4.3 and 15, the Supplier shall be entitled to remuneration for the value of the Goods and/or Services delivered as at the date of cancellation of the Purchase Order.

根据第 5.2 条规定取消订购单的，除第 4.3 条和第 15 条另有规定外，供应商可以根据截至订购单取消之日已交付的货物及/或服务的价值取得相应对价。

6. Right of Access 检验权

6.1 Medtronic reserves the right to verify the Goods at the Supplier's or its subcontractors' premises.

美敦力保留进入供应商或其分包商的经营场所，对货物进行检验的权利。

6.2 Medtronic's inspection does not absolve the Supplier of the responsibility for the quality of the Goods and shall not preclude subsequent rejection by Medtronic.

美敦力进行的检验，不免除供应商对货物质量应承担的责任，亦不得排除美敦力后续的拒收权。

6.3 All Goods and/or Services supplied by the Supplier shall conform to the standards and specifications described in the Master Agreement (if any) and the Contract. The Goods and/or Services supplied shall also meet the national and/or industry standards of the PRC if such standards exist. In the event of conflict or inconsistency between the standards and specifications stated in the Master Agreement (if any) or the Contract and the national and/or industry standards of the PRC, the default shall be that the higher standards and specifications shall take precedence, or the Supplier shall contact Medtronic in advance in writing to request clarification of the applicable standards for the particular Goods or Services, whereupon Medtronic's written confirmation of the response shall prevail.

供应商提供的所有货物及/或服务应符合主协议（如有）及合同所述的标准和规格。提供的货物及/或服务亦应符合中国国家和/或行业标准（如果存在该等标准）。如果主协议（如有）或合同所述的标准和规格与中国国家和/或行业标准存在冲突或不一致之处，默认应以更高的标准和规格为优先，或者供应商应事先书面联系美敦力要求澄清该特定货物或服务的适用标准，届时应以美敦力的书面确认为准。

7. Identification 标示

The Supplier shall identify Medtronic's Purchase Order number on the Supplier's invoice, packing list, bill of lading and on all packaging.

供应商应当在供应商发票、装箱单、提单和所有包装上标明美敦力的订购单编号。

8. Packaging and Shipping 包装和运输

8.1 The Goods shall be packaged in a method to preserve and protect them from damage and/or degradation.

货物的包装应当能够足以保护货物，使其免于破损和/或毁坏。

8.2 All Goods are to be suitably prepared for shipment by the Supplier in accordance with acceptable commercial practices so as to secure the lowest possible transportation rates and to meet the carrier's requirements.

供应商应当依照可接受的商业惯例适当装运所有货物，以便保证尽可能低的运输费率，并符合承运人的要求。

8.3 The Supplier shall cause the Goods to be labelled to conform to all requirements of applicable laws.

供应商应使货物的标识符合相关法律的所有要求。

8.4 Unless otherwise agreed in the Contract, the transportation cost shall be borne by the Supplier.

除非合同中另有约定，运输费用应由供应商承担。

9. Hazardous Materials 危险品

9.1 The Supplier shall notify Medtronic in writing upon acceptance of the Purchase Order if the Goods and/or Services are subject to:

如果货物及/或服务受以下法律、法规约束，供应商应当在确认订购单后书面通知美敦力：

(a) Laws or regulations governing hazardous or toxic substances;

有关危险物质或有毒物质管理的法律、法规；

(b) Laws or regulations governing hazardous wastes when disposed of; and

有关危险废物处置的法律、法规；

(c) Any other applicable environmental, health or safety laws or regulations.

其他任何有关环境、卫生或安全的法律、法规。

9.2 The Supplier shall supply with each shipment instructions for handling, warnings and material safety data sheets.

供应商应针对每批装运货物提供搬运说明、警示和材料安全性数据表。

10. Purchase Price 购买价格

10.1 The purchase price covers all obligations of the Supplier under a Contract and unless otherwise provided in the Purchase Order, is deemed to include all costs of labor, materials, packaging, freight, assembly, installation and insurance, and sales, excise, GST, or other taxes, duties or imposts levied by any authority in connection with these Terms.

购买价格涵盖供应商根据合同应承担的所有义务，除订购单另有规定外，应视为包括所有劳务、材料、包装、运费、组装、安装和保险等费用，以及销售税、消费税、货物和服务税或任何机关征收的有关本条款的其他税费。

10.2 The purchase price is fixed and shall not be subject to adjustment for inflation, currency exchange fluctuation or any other adjustment whatsoever, unless otherwise specifically provided in the Purchase Order.

购买价格固定，不因通货膨胀、汇率波动或其他任何调整而调整，除非订购单中另有特别规定。

10.3 Unless otherwise agreed in the Master Agreement (if any) or the Purchase Order, payment of the purchase price shall be made 90 days from the date of receipt of the Supplier's invoice.

除主协议（如有）或订购单另有约定，购买价格应当在收到供应商发票之日后九十日内支付。

11. Title and Risk 所有权和风险

11.1 The Supplier warrants that it has full and unrestricted title for all Goods and/or Services results supplied under these Terms, free and clear of any liens, restrictions, reservations, security interests and encumbrances.

供应商保证，其对根据本条款供应的所有货物及/或服务成果拥有完整的、不受限制的所有权，不存在任何留置权、限制、保留、担保权益或财产负担。

11.2 Without limiting the foregoing, the Supplier expressly waives any and all liens of any kind or nature to which the Supplier may otherwise be entitled, whether statutory or otherwise, and the Supplier agrees to indemnify and forever hold harmless Medtronic against any claims from any third parties against the Supplier affecting directly or indirectly the Goods and/or Services.

在不限限制前述规定的前提下，供应商明确放弃一切及任何其可能拥有的任何类型的留置权，无论法定的或其他留置权，并且供应商同意就任何第三方面对供应商直接或间接就货物及/或服务提起的索赔，对美敦力进行补偿，使其免遭损害。

11.3 Without prejudice to Medtronic's right to reject the Goods or Services, title and risk of loss shall pass to Medtronic upon delivery of the Goods or Services results provided that, if the Goods or Services results

are non-conforming or defective, the Supplier shall bear the risk of loss as to the Goods or Services until the defect is remedied by the Supplier.

在不损害美敦力拒收货物或服务的权利的前提下，货物或服务成果交付后，其所有权和损失风险转移至美敦力，但是，如果货物或服务成果不合格或存在缺陷，供应商应负责承担货物或服务损失风险，直到供应商纠正缺陷。

12. Testing, Installation and Commissioning 测试、安装和调试

12.1 Where the Goods are required to be installed, tested and/or commissioned by the Supplier, the Supplier shall provide all work and materials necessary to carry out these services.

如果需要由供应商安装、测试和/或调试货物，供应商应当提供一切必要工作和材料，开展该等服务。

12.2 All services carried out by the Supplier will be completed in a proper and workmanlike manner and the Supplier will exercise all due care.

供应商应当妥当、娴熟地完成所有服务，并应履行一切应有的注意。

12.3 In cases involving risks to the safety of persons, property or environmental damage, such as those relating to on-site installation or assembly services, the Supplier shall ensure that the management requirements of the site management are observed at all times, that there is no accumulation of waste materials or rubbish at the work site, that its tools, equipment, scaffolding and surplus materials are taken away immediately upon completion of the work, and that the work site is cleared up upon departure. At the same time, the Supplier shall exercise the highest degree of care to prevent accidents at the work site and damage to persons and property, and to prevent disturbance to neighbouring areas or pollution of the environment. Supplier shall be solely responsible for the safe performance of its work and shall fully indemnify and hold Medtronic harmless from any claims, liabilities, losses, expenses or costs arising from Supplier's wrongful acts or omissions in the performance of the work.

在有关现场安装或装配服务等涉及人身、财产安全或环境损害风险的情形下，供应商应保证始终遵守现场管理方的管理要求，工作现场无废旧材料或垃圾堆积，在完工时立即将其工具、设备、脚手架和剩余材料带走，并在离开时清理工作现场。同时，供应商应采取最高程度的谨慎，防止工作现场事故及对人身、财产造成损害，并防止对相邻地区造成干扰或对环境造成污染。供应商应就其安全施工自担责任，并就其在实施工作中任何不当行为或不作为所引起的索赔、责任、损失、支出或费用，向美敦力作出充分赔偿并使其免受损害。

13. Training 培训

The Supplier will provide, free of charge to Medtronic, the necessary periodic training and sales support required by Medtronic's staff or clients in connection with the use or resale of the Goods or Services results, together with all necessary instructions and documentation.

供应商将免费为美敦力提供美敦力员工或客户使用或转售货物或服务成果所需的必要的定期培训和销售支持，以及一切必要的使用说明和文件。

14. Warranties 保证

14.1 The Supplier shall, at its own costs, obtain all the permits, approvals and authorization as required for the performance of the Contract, and comply with all the national and local laws and regulations applicable to the Contract. The Supplier undertakes and warrants that the Supplier is a legal entity qualified to provide the goods or services under the Purchase Order in accordance with the laws, administrative regulations, local laws and regulations, autonomous ordinances, separate ordinances, departmental regulations of the State Council and local governmental regulations of the PRC. When required by Medtronic, the Supplier shall promptly provide relevant government approvals, licenses or legal documents to prove its business scope and qualifications.

供应商应自费获取履行合同所要求的一切许可、批准和认可，并遵守适用于合同的所有国家与地方法律法规。供应商承诺并保证，供应商为符合中国法律、行政法规、地方法规、自治条例、单行条例、国务院部门规章和地方政府规章的有资质提供订购单中货物或服务的法律主体。在美敦力需要时，供应商应及时提供相关政府批文、许可或法律文件以证明其经营范围和资质。

14.2 The Supplier shall indemnify and hold Medtronic harmless from any and all cost, liabilities, damages, expenses and/or attorney fees as caused by the Supplier or its vendor or any of its employees or agents in the following situations: (a) failure to obtain or comply with the abovementioned permit, approval or authorization; or (b) failure to observe the abovementioned laws and regulations.

供应商应赔偿并保证美敦力将不承受因供应商、或其供货商、或其任何员工、代理人在以下情况下引起的任何和所有费用、责任、损害、开支和/或律师费：(a) 未获取或未遵守前述许可、批准或认可；或 (b) 未遵守前述法律、法规的规定。

14.3 The Supplier represents and warrants to Medtronic that the Goods and Services supplied under these Terms: (a) shall be fit for their intended purpose and in case of customized Goods or Services, comply with Medtronic's customization requirements; (b) shall be new, unused or unrefurbished, or, if applicable, use new, unused or unrefurbished materials; (c) in respect of which the Supplier has full and unrestricted rights, free from liens, reservations of interest, encumbrances, mortgages or similar restrictions, and free from any breach of any agreement between it and any third party and without infringement of the intellectual property rights or any other rights of any third party. The Supplier shall ensure that the Goods supplied have the appropriate and up-to-date brand authorisation, quality control certificate or appropriate sales qualification certificate, which shall be made available to Medtronic for inspection in a timely manner upon request; (d) shall comply with the requirements of all relevant laws and standards in the PRC; (e) shall conform with the usual use of goods or services of the same kind or similar goods or services, and in every respect to the applicable Purchase Order including without limitation, all specifications, drawings,

samples or other descriptions; and (f) shall be of the highest quality and free from any defects in design, manufacturing, materials and workmanship. The materials and workmanship used in the provision of the services are also free from defects.

供应商向美敦力声明并保证，根据本条款提供的货物或服务：（a）适用于其指定目的，如果系定制类货物或服务，符合美敦力的定制要求；（b）是（如适用，使用的物料是）全新、未使用或未翻新的；（c）供应商对其具有完整和无限制的权利，不会受到留置、权益保留、物权担保、抵押或类似的限制，也不会违反其与任何第三方之间的任何协议，且没有侵犯任何第三方的知识产权或任何其他权利。供应商应确保所提供的货物有相应的最新的品牌授权书、质量控制证书或相应的销售资格证书，并在美敦力要求时及时提供给美敦力以供检查；（d）符合中国国内所有相关法律和标准的要求；（e）符合相同种类或类似货物或服务的通常用途，并且在各方面均符合适用的订购单，包括但不限于所有规格、图纸、样品或其他说明；以及（f）具备最优品质，且在设计、制造、材料和工艺上不存在任何缺陷，用于提供服务的材料和工艺亦不存在瑕疵。

是（如适用，使用的物料是）全新、未使用或未翻新的；

15. Defective Goods 瑕疵货物

15.1 In the event that the Goods or Services results (or any part) do not comply with the description in the Purchase Order, then Medtronic may reject the Goods or Services results and the Supplier shall refund the paid purchase price forthwith together with an amount to cover Medtronic's inspection, handling, transportation and other reasonable charges or expenses.

如果货物或服务成果（或其部分）不符合订购单的描述，美敦力有权拒收货物或服务成果，且供应商应立即返还已支付购买价格，以及美敦力的检验、搬运、运输及其他合理费用。

15.2 Where Medtronic rejects the Goods which are already installed, the Supplier shall immediately upon written direction, remove the defective Goods, replace same and make good any damage to other property occasioned in such removal to the satisfaction of and at no cost to Medtronic.

如果美敦力拒收已经安装的货物，供应商应立即根据书面指示，免费并以令美敦力满意的方式移除瑕疵货物并予以更换，并修补因移除行为对其他财产造成的毁损。

15.3 Without prejudice to any other rights or remedies that Medtronic may have under these Terms, at law or otherwise, Medtronic may also require the Supplier to repair and/or replace, at Medtronic's sole option, on a priority basis, free of charge to Medtronic, any defect or deficiency in the Goods or Services results, or to require the Supplier to re-provide in a timely manner a corrected plan or solution acceptable to Medtronic and to correct the Services in a timely manner in accordance with such plan or solution with the additional cost of such expenditures to be borne by the Supplier. If the Supplier fails to repair or replace

the Goods or to correct or re-perform the Services within a reasonable time as requested by Medtronic, Medtronic may, in its sole discretion, elect to do any one or more of the following: (a) at its option, to repair or replace the non-conforming Goods or Services at the Supplier's expense; (b) to request a reduction in the purchase price; or (c) to terminate the Contract or the Purchase Order immediately, request for a return of payment without any liability, and the Supplier shall be liable for damages and all costs of Medtronic (including attorneys' fees and other professional fees, if any) incurred as a result. Repaired or replaced Goods or corrected or re-provided Services shall remain subject to the obligations of the above warranties.

不损害美敦力根据本条款、法律或其他规定享有的任何其他权利或救济，美敦力有权根据其自行决定，要求供应商免费优先修理和/或更换货物

或服务成果中存在的任何瑕疵或不足，或要求供应商及时重新提供美敦力可接受的改进、解决方案，并按照改进、解决方案及时修正服务成果

或重新提供服务，该等支出的额外费用由供应商承担。如果供应商未能在美敦力要求的合理时间内修理、替换货物或修正或重新提供服务，美

敦力可以自行决定选择以下任何一项或多项：(a) 自行选择修理或替换不符的货物或服务并由供应商承担该等费用；(b) 要求降低采购价格；

或者 (c) 立即解除合同或订购单，要求退款且不承担任何责任，且供应商应承担由此对美敦力造成的损害赔偿和所有费用（包括律师费和其

他专业费用，如有）。修理或替换的货物或重新修正或提供的服务应仍然适用上述保证之义务。

15.4 Acceptance of or payment for all or any part of the Goods or Services shall not be deemed to be a waiver on the part of Medtronic of its contractual, statutory or other rights in respect of the Goods or Services.

对全部或部分货物或服务的接受或付款，不得视为美敦力放弃其与货物或服务有关的合同、法定或其他权利。

16. Insurance 保险

16.1 The Supplier shall maintain in full force worker's compensation, comprehensive general liability insurance including property damage coverage and product liability insurance in amounts and form satisfactory to Medtronic.

供应商应以令美敦力满意的金额和形式，购买充分有效的工伤补偿险、综合责任保险，包括财产损失险和产品责任险。

17. Indemnity 补偿

17.1 The Supplier agrees to defend, indemnify and hold Medtronic (and its officers, employees, related companies, agents, successors and assigns, and customers) harmless from all losses, costs, claims, demands, actions, damages, and liabilities (including attorney's fees and consequential and incidental damages) arising out of any injury or death to any person or damage to any property in any way connected with any Goods or Services supplied, or any act or omission of the Supplier, officers, employees, agents or subcontractors under a Contract.

对于因与所提供的任何货物或服务有关的人身伤害、死亡或财产损失，或合同项下任何供应商、高级管理人员、员工、代理人或分包商的行为或疏漏，导致的一切损失、费用、索赔、诉讼、损害赔偿和责任（包括律师费、相应产生的和附带产生的损害赔偿），供应商同意为美敦力（及其高级管理人员、员工、关联公司、代理人、继任人和受让人、客户）进行辩护，对其补偿，使其免遭损害。

18. Termination 终止

18.1 If the Supplier: (a) is in default of any provisions of a Contract and such default is not rectified within 7 days of receipt of notice from Medtronic to rectify such default; (b) has voluntarily filed for insolvency or has been the subject of an action for insolvency or is required to provide protection to creditors under an insolvency or litigation proceeding, or if a receiver or trustee has been appointed by decree over a substantial portion of the Supplier's assets or a substantial portion of the Supplier's assets has been expropriated, or the Supplier is adjudged bankrupt or if it shall make a general assignment for the benefit of its creditors; (c) is de facto insolvent or has lost its goodwill, or has a receiver, liquidator, administrator or other controller of property appointed to the Supplier on account of its solvency or ability to pay its debts as they fall due; (d) ceases to carry on business or any license or authorization it requires to carry on business is suspended or revoked; (e) has other circumstances that entitle Medtronic to terminate the Contract under these Terms; then Medtronic may, without prejudice to any other rights or remedies it may have hereunder, terminate any Contract.

如果供应商：

违反合同项下任何规定，并且在收到美敦力要求其纠正该违约行为的通知后七日内未能纠正该违约；
主动申请破产或被动地被起诉破产或根据破产程序或诉讼程序要求须向债权人提供保护，或法令对于该一方的大部分资产指定了接收人

或托管人或征收了该一方的大部分资产，或被判决破产，或者为其债权人利益进行概括转让；

事实上已经资不抵债或丧失商誉，或因资不抵债或不能偿还到期债务，被指定接管人、清算人、管理人或其他财产控制人；

停止业务运营、或其经营所需的执照或授权被暂停或撤销；

有在本条款项下美敦力有权解除或终止合同的其他情形的；

则美敦力除其根据本条款可能享有的其他权利或救济外，有权终止合同。

18.2 The Supplier shall notify Medtronic in writing as soon as possible if the Supplier merges with any other third party, or if more than 50 per cent (fifty per cent) of its issued shares or shareholdings are acquired by any third party, or if the right to commercialize its goods or services has been transferred or licensed to any other third party or if the Supplier has come under the control of any other third party, directly or indirectly. Medtronic shall have the right to decide whether or not to terminate the Contract or the Purchase Order upon receipt of such notice, and in the event that Medtronic decides to terminate, Medtronic shall not be obligated to incur any obligations or costs for such termination.

若供应商与其他任意第三方合并，或其 50%（百分之五十）以上的已发行股份或股权被任意第三方收购，或其货物或服务的商业化权利已转让或许可给其他任意第三方，或供应商已由其他任意第三方直接或间接控制，供应商应尽快书面通知美敦力。美敦力有权在收到该通知后决定是否终止合同或订购单，若美敦力决定终止，美敦力无需为此终止承担任何义务或费用。

19. Force Majeure 不可抗力

19.1 Neither the Supplier nor Medtronic shall be liable in the event that the Supplier and Medtronic are unable to perform the Contract or the Purchase Order, in whole or in part, due to force majeure. Force majeure shall mean events unforeseen by and beyond the reasonable control of the parties subject to force majeure, including, without limitation, forces of nature, natural disasters, labor disputes, embargoes, wars or states of war-like conditions, riots, sabotage conspiracies, fires, governmental acts (such as, but not limited to, changes in legal requirements and cancellation of import and export permits), and outbreaks of epidemics.

供应商和美敦力因不可抗力不能全部或部分地履行合同或订购单时，均不承担责任。不可抗力应指遭受不可抗力方无法预见的且超出其合理控制的事件，包括但不限于：自然力、自然灾害、劳工纠纷、封锁、战争或类似战争状态、暴乱、阴谋破坏、火灾、政府行为（例如但不限于修改法律规定和取消进出口许可）以及疫情的爆发。

19.2 The party affected by force majeure shall immediately notify the other party in writing of the effect of the force majeure event on the performance of the Contract. Following a force majeure event, the Supplier shall continue to perform its obligations under the Contract and Purchase Order to the extent reasonably practicable. The Supplier shall notify Medtronic of the steps it proposes to take, including any reasonably available alternatives of performance not affected by the force majeure, and Medtronic shall confirm in writing whether or not to take the relevant steps or alternatives.

受不可抗力影响的一方应立即就不可抗力事件对合同履行的影响书面通知另一方。不可抗力事件发生后，供应商应在合理可行的范围内继续履

行其在合同及订购单项下的义务。供应商应通知美敦力其拟采取的步骤，包括未受不可抗力影响的任何合理的可替代履行方法，并由美敦力书面确认是否采取相关步骤或方法。

19.3 Either party shall be entitled to terminate the Contract and the Purchase Order without compensation or indemnification if the suspension of the performance of the Contract continues for a period of more than 90 days as a result of a force majeure event.

如果受不可抗力事件的影响，合同履行中止持续超过 90 天，任何一方均有权终止合同及订购单，且无需赔偿或补偿。

20. Maintenance Manuals 维护手册

The Supplier shall provide comprehensive operating instructions, maintenance manuals, drawings and software protocol (as applicable) to enable Medtronic to operate and maintain the Goods.

供应商应提供全面的操作说明书、维护手册、图纸和软件协议（如适用），以便美敦力操作和维护货物。

21. Tools, Patterns, Samples 工具、模型、样品等

Custom requirements, tools, patterns, samples, models, sections, drawings, standards, forms, documents and gauges, etc., provided by Medtronic, as well as items made with or to them, shall remain the property of Medtronic and shall not without Medtronic written approval be passed on any third party and/or not used for purposes other than those specified in the Contract. They shall be safeguarded against unauthorized inspection or use. Upon completion of the Purchase Order, and as required by Medtronic from time to time, the Supplier shall promptly return or destroy the custom requirements, tools, patterns, samples, models, sections, drawings, standards, forms, documents, gauges, any data, and other materials provided to the Supplier by Medtronic as described above.

美敦力提供的定制要求、工具、图形、样品、模型、节段、图样、标准、格式、文件和标准尺寸等，以及依据这些制成的物品，其所有权属于

美敦力，在未经美敦力书面同意的情况下，不得给予第三方和/或用于合同规定以外的目的。其应得到保护，免于未经授权的检查和利用。在订

购单完成后，根据美敦力的不时要求，供应商应将上述美敦力提供给供应商的定制要求、工具、图形、样品、模型、节段、图样、标准、格式、

文件、尺寸、任何数据等材料及时归还或销毁。

22. Medtronic's Property and Information 美敦力的财产和信息

Medtronic's property, such as drawings, specifications, data and the like, furnished to the Supplier for performance of the Contract shall remain the property of Medtronic. Any designs, drawings, dies, molds,

tooling, technical data/information, materials, equipment, etc. that the Supplier makes or buys from others for producing or providing the Goods and charged to Medtronic's account shall become Medtronic's property immediately upon manufacture or procurement. All such Medtronic property shall be marked as property of Medtronic, shall be held by the Supplier on consignment at the Supplier's risk, and shall be used exclusively to perform the Contract, and shall not be duplicated or disclosed to others. Upon Contract completion, all Medtronic furnished property shall be returned to Medtronic in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into Goods supplies or Services results delivered or consumed in the performance of the Contract.

为履行合同而提供给供应商的美敦力的财产，例如图纸、规格、数据和类似财产，应当仍然是美敦力的财产。供应商所作的或者为生产或提供货物而从其他方购买并向美敦力收费的任何设计、图纸、模具、模型、工具、技术数据/信息、材料、设备等应当自制造或者采购之日立即成为美敦力的财产。所有该等美敦力财产应当被标记为美敦力财产、由供应商受托持有并承担风险，并仅为履行合同的目的是使用，不得复制或披露给他人。完成合同后，所有美敦力提供的财产应当以供应商接受时的同样的状况返还美敦力，允许合理的磨损；但是该财产已经整合入已交付货物或服务成果中或者在履行合同中消耗掉的除外。

23. Intellectual Property 知识产权

23.1 Medtronic shall at all times retain title to the copyright, patents, trade secrets, trademarks and any other intellectual property rights in any plans, designs, sketches, drawings, blue prints, patterns, models, tools, dyes, molds, special appliances, materials and patents and in any other document, material or information furnished by Medtronic, generated, created, discovered and newly produced by the Supplier for the purposes of Purchase Order ("Medtronic IP"). If required, the Supplier shall promptly assist Medtronic in applying for, registering, and transferring the relevant intellectual property rights belonging to Medtronic under these Terms to the relevant authorities in accordance with the law. In the event that the relevant intellectual property rights may not belong to Medtronic due to legal obstacles, the Supplier shall ensure that Medtronic can legally use the goods or services under the Purchase Order for the purposes set forth in the Contract without Medtronic having to pay for any costs other than those stipulated in the Purchase Order. During the term of Purchase Order, the Medtronic IP shall be deemed to be held by the Supplier on consignment or as a bailee only and at the Supplier's sole risk.

美敦力应在任何时候保留其在由其提供的、供应商为履行订购单而产生的、创作的、发现的及所有新生成的任何计划、设计、草图、图纸、蓝

图、样品、模型、工具、染料、模具、特殊用具、材料、专利以及其它文件、材料和信息、产品及其他工作成果中的著作权、专利、商业秘密、商标和任何其它知识产权和所有权（“美敦力知识产权”）。如有需求，供应商应及时协助美敦力向有关部门依法办理依据本条款规定归属美敦力所有的相关的知识产权申请、注册登记、转让等手续。在相关的知识产权因存在法律上的障碍而无法归美敦力所有的情况下，供应商应确保美敦力可以按照合同规定的目的合法地使用订购单项下的货物或服务，且美敦力无需支付任何订购单之外的费用。订购单期限内，美敦力知识产权应被视为交托给供应商，供应商作为受托人持有美敦力知识产权并自担风险。

23.2 The Supplier warrants that it is the owner of any patents, trademarks, copyright, data, trade secrets and any other intellectual property connected directly or indirectly to the Goods or Services results except for any Medtronic IP, or have obtained for Medtronic and its affiliates all required licenses for the purpose of Purchase Order. If the Supplier provides Medtronic with past data and information in which the Supplier has intellectual property rights, the Supplier agrees to grant Medtronic and its affiliates a worldwide, royalty-paid, perpetual, irrevocable, sublicensable license to the intellectual property rights contained in such data and information. Such license cannot be unilaterally terminated by the Supplier on completion of the Purchase Order or for any other reason. The Supplier agrees to indemnify and forever hold harmless Medtronic and its affiliates or other entities using all or part of the goods and services with Medtronic's permission against any actions arising from any breach of this warranty.

供应商保证其是直接或间接与货物或服务成果有关的除美敦力知识产权以外的所有专利、商标、著作权、商业秘密等知识产权的所有人，或者已经为订购单之目的为美敦力及其关联方获得了所有必要的许可。如供应商将其享有知识产权的既往数据和信息提供给美敦力的，供应商同意，就前述数据和信息中承载的知识产权，授予美敦力及其关联公司一项全球范围的、许可费已付的、永久的、不可撤销、可再许可的许可。该许可并不因订购单的完成或其它任何原因而被供应商单方终止。供应商同意使美敦力和其关联方、或其它经美敦力许可使用全部或部分货物及服务

的实体从任何违背此条担保的行为中免受损害，并永远从中免责。

23.3 Medtronic IP shall only be used by the Supplier in the production for Medtronic of the Goods or the performance of related Services. The Supplier and its representatives shall not use Medtronic's and its affiliates' trademarks, logos, names, product graphics, etc., in project proposals, milestones, goods and services not related to the Goods or Services provided under the Contract or the Purchase Order, or permit any third party to use Medtronic's and its affiliates' trademarks, logos, names, product graphics, etc. In the

event of a breach of this obligation by the Supplier or its representatives, the Supplier shall be liable for damages to Medtronic as a result of the breach.

供应商应仅在为美敦力制造货物或提供相关服务时使用美敦力知识产权。供应商及其代表不得在与合同或订购单项下货物或服务无关的项目建

议书、阶段性工作成果、货物及服务中使用美敦力及其关联公司的商标、企业标识、企业名称、产品图样等，亦不得允许任何第三方使用该等

商标、企业标识、企业名称、产品图样等。若供应商或其代表违反此项义务，供应商需就违约行为导致美敦力的损失承担赔偿责任。

23.4 Purchase Order shall not be construed as being an implied or an express assignment or license of any of Medtronic IP or the rights therein. The Supplier shall not be entitled to any lien, charge or other form of attachment whatsoever in respect of the Medtronic IP.

订购单应不被解释为对美敦力知识产权或其中权利的暗示性或明确转让，也不被解释为美敦力知识产权或其中权利的许可，供应商无权得到与

美敦力知识产权有关的担保权益、费用或其它形式的附带款项。

23.5 The Supplier shall not disclose Medtronic IP to others or file any patent application using Medtronic IP except where, prior to disclosure, Medtronic so agrees in writing. Medtronic IP shall not include matters or things known to the general public or to the Supplier prior to the date of Purchase Order and such knowledge was not the result of a breach of any other confidentiality obligation of the Supplier.

供应商不应将 Medtronic 知识产权泄露给其他方或使用 Medtronic 知识产权申请任何专利，除非事先得到 Medtronic 的书面同意。美敦力知识产

权不包括订购日期之前已为一般大众或者供应商所知的事务或事情，但供应商对其的知晓不应是供应商违背任何其它保密义务的结果。

23.6 The Supplier shall return all property of Medtronic upon receipt of demand and the Supplier shall not under any circumstances whatsoever make any unauthorized copies of any information provided to the Supplier by Medtronic, including Medtronic IP.

在收到归还美敦力财产的要求之后，供应商应归还所有美敦力财产；在任何情况下，供应商都不能对美敦力提供给供应商的信息，包括美敦力

知识产权，进行未经授权拷贝。

24. Confidentiality 保密

24.1 The Supplier undertakes that it and the Supplier's personnel, agents and subcontractors will fully respect the confidentiality of Medtronic's internal business affairs. The Supplier hereby undertakes to treat as confidential all information obtained from Medtronic or communicated to the Supplier pursuant to the

Contract (or through discussions or negotiations prior to the Contract being entered into) or acquired in the performance of the Contract, and will not divulge such information to any person (except to its own employees and then only to employees who need to know the same) and will use such information solely in connection with performing its obligations under the Contract and not for its own benefit or for the benefit of any third party. The Supplier shall not issue any press release or make any public announcement, or disclosure as to the existence of the Contract or its contents, or any aspect of the business relationship contemplated by the Contract without the prior written consent of Medtronic. Upon termination of the Contract or completion of the Supplier's provision of Goods or Services, the Supplier shall destroy or return the confidential information as required by Medtronic.

供应商承诺，其自身以及其员工、代理人和分包商会充分尊重美敦力内部业务事宜的保密性。供应商在此承诺对根据合同（或者在合同签署之前的讨论或者协商中）从美敦力得到或者传递给供应商或者在履行合同的过程中得到的所有信息保密，并不会将该等信息披露给任何人（其自身雇员除外，但限于需要知悉该等信息的雇员）且仅为与履行其在合同项下的义务有关的目的使用该等信息，不会为其自身的利益或者任何第三方的利益使用。未经美敦力事先书面同意，供应商不得就合同的存在或其内容，或就合同所预期的商业关系的任何方面，召开任何新闻发布会、做出任何公开声明或披露。合同终止或供应商提供完毕货物或服务之后，供应商应根据美敦力的要求对保密信息进行销毁或归还。

24.2 If the Supplier needs to access, use or connect to Medtronic's information systems (including, without limitation, hardware, software, systems, networks, communications equipment and other electronic devices) by any means, the Supplier agrees to take all reasonable measures to protect Medtronic's information systems and data from unauthorised access, use, disclosure, destruction or modification, and to comply with its obligations of confidentiality as set out in article 24.1 above. The Supplier shall ensure that its employees, agents and contractors comply with all applicable cybersecurity laws and regulations and the agreements in these Terms and Conditions, and implement appropriate security measures such as access controls to ensure that only authorised personnel have access to the relevant data. No data of Medtronic shall be accessed, used or disclosed without Medtronic's written consent. In the event of any security incident, Supplier shall immediately take all necessary measures to mitigate the impact of the incident. The parties shall collaborate to share information about cybersecurity threats and work together to develop countermeasures.

如果供应商需要接入、使用或通过任何方式连接美敦力信息系统（包括但不限于硬件、软件、系统、网络、通信设备和其他电子设备）的，供

供应商同意采取一切合理措施保护美敦力的信息系统及数据安全，免受未经授权的访问、使用、披露、破坏或修改，遵守第 24.1 条约定的保密义务。

供应商应确保其员工、代理人和承包商遵守所有适用的网络安全法律法规和本条款与条件的约定，实施适当的访问控制措施等安全措施，

确保只有授权人员能够访问数据。在未经美敦力书面同意的情况下，不得访问、使用或披露美敦力的任何数据。如果发生任何安全事件，供应

商应立即采取所有必要措施减轻事件的影响。各方应相互协作，分享有关网络安全威胁的信息，并共同制定应对措施。

24.3 In the event that Medtronic agrees in writing that the Supplier subcontracts work under the Purchase Order and that the subcontractor needs to know confidential information in order to perform the work, the Supplier shall ensure that the subcontractor is fully aware of and will comply with the confidentiality obligations agreed under these Terms.

若经美敦力书面同意供应商对订购单项下工作内容进行分包，且分包商为完成工作需要知悉保密信息的，供应商应确保分包商已全面知悉并会遵守本条款项下约定的保密义务。

24.4 The Supplier shall keep strictly confidential all personal information relating to natural persons (hereinafter referred to as "Personal Information"), in particular sensitive personal information and Personal Information relating to health conditions, known or obtained by the Supplier for the purpose of completing the Contract and the Purchase Order, and shall not disclose it, sell it or provide it to any third party in any way whatsoever, or use it for any purpose other than for the purposes of the Contract or the Purchase Order. In addition, the Supplier shall prevent its employees or any person from stealing or in any other way obtaining any Personal Information under the Contract or the Purchase Order, and selling or providing any Personal Information to a third party, or using Personal Information in any other way. The Supplier shall take all necessary measures to ensure the security, confidentiality, accessibility, and privacy of Personal Information, and to prevent any leakage, damage, or loss of Personal Information in the course of all operations necessary to provide the goods or services described hereunder. In the event of any actual or potential data breach, damage, or loss, the Supplier shall take immediate remedial action and immediately notify Medtronic.

供应商应对为完成合同及订购单所知晓或获取的所有有关自然人的个人信息（下称“个人信息”），尤其是个人敏感信息及与健康状况相关的个人

信息严格保密，不得以任何方式向任何第三方泄露、出售或提供，亦不得用于合同或订购单目的以外的任何用途。此外，供应商应防止其员工

或任何人员盗取或以任何其他方式获取合同或订购单项下的任何个人信息，亦不得向第三方出售、提供任何个人信息，或以其他方式使用个人

信息。供应商应采取一切必要措施，确保个人信息安全性、保密性、可获得性、隐私性，防止个人信息在提供本协议下所述的货物或服务所需

的所有操作过程中发生任何泄露、损坏或丢失。如发生任何实际或潜在的数据泄露、损坏或丢失，供应商应立即采取补救措施并立即通知美敦力。

24.5 Where a Purchase Order relates to the processing of personal information entrusted to the Supplier by Medtronic, the Supplier agrees to be entrusted by Medtronic with the processing of the relevant personal information for the sole purpose of fulfilling the Purchase Order for a period commencing on the effective date of the Purchase Order and continuing until the fulfilment of the business purpose (including, without limitation, the completion of the provision of goods/services by the Supplier in accordance with the requirements of the relevant Purchase Order and the services accompanying them, if any), including, without limitation, if any, collection, recording, collation, disclosure, display, storage, processing (including by electronic and manual means) and use. The Supplier agrees to and implements such protective measures to ensure the security of the Supplier's data as Medtronic may propose from time to time, which are not limited to the development of internal management systems and operating procedures, the development of contingency plans, data encryption, de-identification, privilege management, security education and training for employees, data backup, data hierarchical classification, monitoring and analysis, and other measures.

如订购单涉及美敦力委托供应商处理个人信息的，供应商同意在自订购单生效之日起至业务目的实现（包括但不限于供应商已依照相关订购单的要求提供完毕的货物/服务及其伴随服务（如有））的期限内，仅为履行订购单之目的，受美敦力委托就相关个人信息进行处理，包括但不限于

（如有）收集、记录、整理、披露、展示、储存、处理（包括通过电子和人工手段）及使用。供应商同意并落实美敦力不时提出的不限于制定

内部管理制度和操作规程、制定应急预案、数据加密、去标识化、权限管理、对员工进行安全教育培训、数据备份、数据分级分类、监控分析

等确保供应商数据安全的保护措施。

25. International Trade Compliance 国际贸易合规

The Supplier shall comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations and, unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to these Terms (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations.

供应商应遵守一切相关进出口法律、法规，包括相关禁运和制裁规定，并且非经相关政府执照或规定授权，不得直接或间接将任何技术资料或软件（包括该等技术资料或软件的直接产品）出口或转出口至任何被该等相关出口规定禁止的目的地或国家（包括向位于任何被禁止国家的国民发送）。

26. Jurisdiction and Dispute Resolution 管辖和争议解决

26.1 These Terms and any Contract formed hereunder are governed by and must be interpreted in accordance with the laws of the PRC.

本条款及根据本条款成立的合同，受中国法律管辖，并应据其进行解释。

26.2 Any dispute arising out or in connection with the Contract, and/or these Terms, including its existence, validity or termination, shall be finally submitted to the court of competent jurisdiction at the seat of Medtronic's procuring entity named in the Purchase Order, or as agreed to in the Master Agreement (if any).

因合同和/或本条款产生的或与其有关的任何争议，包括关于合同存在、有效性或解除的任何问题，均应提交订购单中美敦力采购实体所在地有管辖权的法院或主协议中（如有）约定的法院管辖。

27. Miscellaneous 其他

27.1 The Goods and Services results are for the use of or re-sale by Medtronic and may be incorporated in any products, and in no event shall any claim for royalties or other additional compensation be made by the Supplier by reason of such use, re-sale or manufacture.

货物及服务成果仅供美敦力使用或转售，并可与任何产品结合，但任何情况下，供应商不得因该种使用、转售或制造向美敦力主张任何使用费或其他额外报酬。

27.2 Medtronic's employees may not accept from any supplier gifts or gratuities, and the Supplier shall not make any offer to any personnel of Medtronic that would violate this policy.

美敦力员工不得收受供应商的礼物或赠品，且供应商不得违反本政策对美敦力任何工作人员做出任何要约。

27.3 Any notice to be given to a party under these Terms must be in writing and must be sent by post, facsimile or email to the address of that party shown on the Purchase Order.

根据本条款给予一方的通知，必须采用书面形式，并通过邮寄、传真或电子邮件方式，发送至订购单所载地址。

27.4 Notice is deemed to have been given at the time it would have been received in the normal course of post if sent by post, or if otherwise given at the time it was actually received.

以邮寄方式发送的通知，按正常情况应当收到之时视为送达，以其他方式发送的，实际收到之时视为送达。

27.5 These Terms and any Contract formed hereunder cannot be assigned, transferred or any part sub-contracted by the Supplier without the prior written consent of Medtronic. Medtronic shall have the right to assign this Contract in whole or in part, without the consent of Supplier, to (1) an affiliate of Medtronic; or (2) a third party that acquires majority of Medtronic's equity interests, or all or most of the assets of, as the case may be, the business to which this agreement pertains, or the separable business/operation units corresponding to the assigned portions, by acquisition, merger, or otherwise. As of the date of assignment, the assignee assumes the rights and obligations of Medtronic corresponding to the entire Agreement or the assigned portions, in each case as if the assignee were the original party to the assigned agreement. Medtronic shall no longer be held liable. Affiliate of a party means any natural person, corporation, business enterprise, partnership, joint venture or other business or legal entity that (1) is directly or indirectly controlled by such party, (2) directly or indirectly controls such party, or (3) is under the direct or indirect common control of another person with such party, whether such entity currently exists or will be subsequently established during the term of this Contract. Control means ownership of more than one-half of the equity or voting shares of another entity, the right to elect or appoint a majority of the board of directors (or a majority of the members of any other decision-making body) of another entity, to elect or appoint the senior management of another entity, or to direct the management of another entity, or to otherwise exert influence over the strategic decisions of another entity.

未经美敦力事先书面同意，供应商不得对本条款及根据本条款成立的任何合同进行转让或部分转包。美敦力有权不经供应商同意，向下述各方

概括转让或部分转让本合同：（1）美敦力的关联公司；或（2）以收购、合并或者其他方式获得美敦力大部分股权或者获得本合同所涉业务的

全部或部分资产的第三方，或者在本合同部分被转让时，获得该转让部分对应的可拆分业务单元全部或部分资产的第三方。从转让之日起，无

论是概括转让或者部分转让本合同的情形，受让方应完整承担被转让合同项下原先属于美敦力的全部权利和义务，如同其为被转让协合同原始

签约方一般。美敦力不再就被转让合同承担任何责任。一方的“关联公司”是指，（1）被该方直接或间接控制，（2）直接或间接控制该方，或

（3）与该方一起受他人直接或间接共同控制的任何自然人、公司、商业企业、合伙企业、联合企业或其它商业或法律实体，不论该实体当前

存在还是在本合同的期限内后续设立或收购；“控制”指拥有另一实体半数以上的股权或有表决权的股份、有权选举或委派另一实体董事会多数席位（或其他决策机构多数成员）、选举或委派另一实体高级管理人员，或指示另一实体管理部门或其他对另一实体的战略性决策施加影响。

27.6 The Supplier represents, warrants and undertakes to Medtronic that there are no impediments to the Supplier's performance of this Contract (including, without limitation, national and international laws and regulations, foreign trade and customs regulations or any embargoes, sanctions, etc.), or else Medtronic shall have the right, at its sole discretion, without prior notice, to terminate the Master Agreement, if any, and/or any Purchase Order immediately and without further performance of this Contract in any manner whatsoever, and without indemnification or compensation.

供应商向美敦力陈述、保证并承诺：供应商不存在履行本合同的任何障碍（包括但不限于国内、国际法律法规，外贸和海关规定或任何禁运、制裁规定等），否则美敦力有权无需事先通知，自行决定立即终止主协议（如有）及/或任何订购单，而无需以任何方式进一步履行本合同，且无需赔偿或补偿。

27.7 The Supplier represents and warrants that it will at all times comply with the PRC laws (including but not limited to the Criminal Law, the Anti-Unfair Competition Law, the Interim Provisions on Prohibition of Commercial Bribery, and other laws, regulations, and departmental rules) as well as laws and regulations applicable to Medtronic and its affiliates (including, but not limited to, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others), and that by accepting in writing the Purchase Order from Medtronic or providing Goods or Services to Medtronic, the Supplier has fully read and understands the Annex "General Conditions of Compliance for Medtronic Suppliers" attached to these Terms, and that the Supplier and its personnel shall comply with the Annex and all applicable laws and regulations in entering into the Contract and in fulfilling their obligations under the Contract. The Supplier undertakes to comply with the Network Security Law of the People's Republic of China, Personal Information Protection Law of the People's Republic of China, Data Security Law of the People's Republic of China, Civil Code of the People's Republic of China, Regulations on the Administration of Network Data Security, Basic Requirements for the Protection of Network Security Levels in Information Security Technology, and the Code for Personal Information Security in Information Security Technology, and other laws, regulations, and departmental rules, national standards, norms and other relevant provisions of the content. In the event of a breach of these Terms or the Annex, Medtronic shall have the right to terminate the Master Agreement (if any) and/or the Contract by immediate written notice without liability for any damages or compensation.

供应商陈述并保证，其将始终遵守中国法律（包括但不限于《刑法》、《反不正当竞争法》、《关于禁止商业贿赂行为的暂行规定》等法律法规及

部门规章) 以及适用于美敦力及其关联公司的法律法规 (包括但不限于美国《反海外腐败法》、英国《反贿赂法》等), 其书面确认美敦力提交的订购单或向美敦力提供货物或服务即意味着其已经充分阅读并理解本条款附件《美敦力供应商: 合规一般条款》, 供应商及其工作人员在达成合同并履行合同项下之义务时均应符合附件及所有适用的法律法规。供应商承诺遵守《中华人民共和国网络安全法》、《中华人民共和国个人信息保护法》、《中华人民共和国数据安全法》、《中华人民共和国民法典》、《网络数据安全管理条例》、《信息安全技术网络安全等级保护基本要求》、《信息安全技术个人信息安全规范》等法律法规、部门规章、国家标准、规范等其他相关规定的內容。若供应商违反本条款或附件, 美敦力有权立即书面通知解除主协议 (如有) 及/或本合同且无需承担任何赔偿或补偿之责任。

27.8 These Terms and the Annex are executed in both Chinese and English, and in the event of any discrepancy or inconsistency between the two languages, the Chinese version shall prevail.

本条款及附件由中英双语书就, 若中英文存在歧义或不一致的情况, 以中文为准。

附件 – 美敦力供应商: 合规一般条款

Annex - General Conditions of Compliance for Medtronic Suppliers

1. 定义 在本一般条款中:

1. Definitions

反贿赂法指的是美国《反海外腐败法》、《中华人民共和国刑法》(含相关修正案及司法解释)、《中华人民共和国反不正当竞争法》, 及其它任何禁止公权腐败或商业贿赂的适用法律。

“Bribery Laws” shall mean the Foreign Corrupt Practice Act of the United States, the Criminal Law of the People’s Republic of China (including relevant amendments and judicial interpretations), the Unfair Competition Law of the People’s Republic of China, and other applicable laws that prevent corrupt practice of public authorities or business bribes.

适用法律指的是由任何公权机关所颁布的适用于协议有关方面的任何法律、法规、规章及相关解释。

“Applicable Laws” shall mean any law, regulation, rule or relevant interpretations promulgated by any public authority as applicable to relevant aspects of this Agreement.

aspects of this Agreement.

政府官员指的是任何公权机关 (包括由任何公权机关全面或部分控制或资助的医疗机构) 旗下的任何官员、员工、代理或代表, 或任何政党、政

党官员或政治职务的候选人。

“Government Officials” shall mean any official, employee, agent or representative in any public authority, including any medical institution controlled or sponsored wholly or partially by any public authority, as well as any party, party official, or candidate to any political position.

公权机关指的是任何国家级政府、国家下属地区政府或地区政府或其任何分支部门、权力机关或机构。

“Public Authorities” shall mean any national or local government, or any of their branches, offices or agencies.

协议指的是供应商与美敦力签订的以本《美敦力供应商协议合规一般条款》（“本一般条款”）作为附件（之一）的一切协议、合同、订单等法律

上对双方具有约束力的文件。

“Agreements” shall mean any and all agreements, contracts, orders or other instruments that are binding upon the parties concerned, which incorporate this General Conditions of Compliance for Medtronic Suppliers (“General Conditions of Compliance”) as a schedule.

美敦力指的是与供应商签订协议的美敦力（上海）管理有限公司、美敦力（上海）有限公司或其它 Medtronic Inc. 直接或者间接出资设立或者拥有全部或部分股权或出资份额的公司。

“Medtronic” shall mean Medtronic (Shanghai) Management Co., Ltd., Medtronic (Shanghai) Co., Ltd., or any other company that is founded directly or indirectly by Medtronic Inc. or in which Medtronic Inc. owns all or part of the equities or capital contributions.

供应商指任何向美敦力提供商品或服务，或者美敦力聘请的向第三方提供商品或服务的单位和个人。

“Supplier” shall mean any entity or individual that supplies goods or services to Medtronic or is otherwise hired by Medtronic to supply goods or services to any third party.

2. 遵守适用法律

2. Compliance with Applicable Laws

供应商承诺其将维持高水准的道德与伦理行为规范，并依照最高水平的诚信程度来履行协议，其履行协议的方式不会致使美敦力出现违反任何适用法律（包括任何适用反贿赂法）的情况。

Supplier commits that it shall maintain a high standard of moral and ethical conducts, that it shall perform this Agreement pursuant to the highest level of good faith, and that its performance of this Agreement shall not subject Medtronic to violation of any applicable law, including any applicable bribery law.

3. 不涉及政府官员

3. Non-involvement of Government Officials

供应商声明并担保如下：供应商或其任何股东、董事、高级职员、员工、代理或代表（若有）均不属于政府官员。若供应商或其任何股东、董事、高级职员、员工、代理或代表在协议有效期内的任何时候成为或计划成为政府官员，供应商应立即通知美敦力，美敦力有权单方面解除双方之间的协议，且无需向供应商提供任何形式的补偿。

Supplier represents and warrants that neither Supplier nor any of its shareholders, directors, officers, employees, agents or representatives, if applicable, is a government official. If Supplier or any of its shareholders, directors, officers, employees, agents or representatives becomes or plans to become a government official, Supplier shall immediately notify Medtronic thereof, in which circumstance Medtronic shall be entitled to unilaterally terminate this Agreement, without compensating Supplier in ways whatsoever.

4. 美敦力合规培训

4. Compliance Training of Medtronic

美敦力有权依其自主和绝对的决定，不时或在任何时候要求供应商或其工作人员参加由美敦力组织或提供的任何合规培训。该等合规培训可视情况在线下或线上提供。

5. 遵守合规要求

5. Compliance Requirements

供应商应遵守适用的反贿赂法、其他合规要求以及美敦力针对供应商与政府官员/医疗专业人士之间的交涉活动所不时善意地向供应商提供的相关操作程序、指示和指导。供应商进一步承诺其不会以任何作为或不作为的方式，致使美敦力及/或其任何员工、代理或代表出现违反任何适用反贿赂法或美敦力反腐败政策的情况。

Supplier shall comply with applicable bribery laws and other compliance requirements, as well as any operational procedure, instruction and guideline that Medtronic may provide to Supplier out of good faith from time to time with respect to any dealing between Supplier and any government officials/healthcare professionals. Supplier further commits that no act or omission of Supplier will result in Medtronic or any of its employees, agent or representative violating any applicable bribery law or any corrupt practice policy of Medtronic.

供应商担保其不会直接或间接地向任何政府官员、任何医疗专业人士、或任何其他人员提供、承诺任何钱款或贵重物品或授权他人向任何政府官员、任何医疗专业人士、或任何其他人员支付或赠送任何钱款或贵重物品，以便为美敦力获得任何不正当的商业优势。向任何人员提供、给予、

承诺任何钱款或贵重物品或授权他人进行上述活动时，若供应商的意图为或供应商了解上述活动将会：

(1) 以腐败方式影响或左右任何单位或个人的任何行为或决策（包括不履行其法定职责的决策）；或（2）诱使任何人员以腐败方式影响或左右任何单位或个人的任何行为或决策，以便向美敦力提供任何帮助，则上述活动的目的即为获得任何不正当的商业优势。

Supplier warrants that it shall not give or offer to give or authorize any other person to donate or give any money or valuables to any government official, healthcare professional or other person in order for Medtronic to gain any improper business advantage. If by providing, giving or offering to give any money or valuables to any of these persons or by authorizing any other person to do the same, Supplier intends or knowingly understands that any such act will (1) influence or control any act or decision of any entity or individual through corrupt practice (including any decision to not perform any legal duty of such entity or individual); or (2) induce any person to influence or control any act or decision of any other entity or individual, in order to assist Medtronic in ways whatsoever, then the act of Supplier is deemed as intending for improper business advantages.

供应商确认如下：美敦力的任何员工、部门、代理、经销商以及接受美敦力产品、服务或支持赞助的单位的任何人员均无权向供应商做出书面或

口头指示，要求供应商参与或者从事有违上述规定的任何活动；供应商也不得应美敦力的任何员工、部门、代理、经销商或接受美敦力产品、服

务或支持赞助的单位的任何人员的要求或指示参与或从事有违上述规定的任何活动。供应商对美敦力的任何员工或者部门的指示存有与本条相关

的疑虑的，应当立即向美敦力合规部门进行反映，征求美敦力合规部门的意见。

Supplier acknowledges that any employee, department, agent or dealer of Medtronic, as well as any person of any entity that receives any product, service or support from Medtronic, shall have no right to instruct Supplier, in writing or orally, to participate or engage in any act in violation of these rules, nor shall Supplier participate or engage in such act pursuant to the requirement or instruction of any employee, department, agent or dealer of Medtronic, as well as any person of any entity that receives any product, service or support from Medtronic. Supplier who has any doubt about any instruction from any employee or department of Medtronic in relation to this provision shall immediately report the same to and seek opinions from the compliance department of Medtronic.

6. 公平交易

6. Arm's Length Transaction

双方承诺，双方的商业行为都是基于“公平交易”的原则，因此各方保证已经或将要建立相关制度以使各方及其董事、雇员、代理商、服务人员、

代表均不会收受回扣、贿赂或未经授权收取佣金或其它个人好处。供应商承诺，供应商及其董事、雇员、代理商、服务人员、代表均未/不会直接或间接地向美敦力及其董事、雇员、代理商、服务人员、代表给付或将给付任何金钱、实物或服务，以影响客观公正的商业决定的作出。

The parties hereto commit that their business conducts are on the basis of “arm’s length transaction” and either party hereto ensures that it has or will have a system to prevent it or any of its directors, employees, agents, service providers or representatives from receiving any kickback or bribery, or any commission or other personal benefit without due authorization. Supplier commits that Supplier or any of its directors, employees, agents, service providers or representatives has not given, does not give and will not give, directly or indirectly, any money, gift or service to Medtronic or any of its directors, employees, agents, service providers or representatives in order to influence the same in making any objective and fair decision.

7. 无利益关联

7. No Related Interest

供应商保证，在协议的有效期及履行完毕之前，其股东、管理人员和实际控制人均不是美敦力的员工。若其股东、管理人员和实际控制人系美敦力的离职员工，供应商应当告知美敦力。

Supplier warrants that none of its shareholders, managers and actual controllers shall be from Medtronic during the term of and before the completion of this Agreement. Supplier shall inform Medtronic if any of its shareholders, managers and actual controllers are former employees of Medtronic.

8. 会计记录/审计

8. Accounting Records / Audits

供应商应依照通用的会计原则详尽、准确地记录供应商因提供协议项下服务而产生的各项费用、收费和支出。上述费用、收费和支出结清之后，供应商还应在之后的五（5）年内继续保管好上述相关记录。在接到美敦力提前一段合理时间发出的通知之后，供应商应允许美敦力的相关代表在协议有效期内以及协议到期后五年内检查、拷贝和审查上述记录，所产生的费用由美敦力自行承担。供应商应全力配合美敦力自行进行或委派他人进行的审计工作，并回答美敦力自行提出或委派他人提出的所有疑问。美敦力及其审计人员应做好供应商在审计过程中所提交之协议项下任何信息的保密工作，所采取的审慎程度应等同于美敦力在保护其自有保密信息时所采取的审慎程度。如审计结果显示供应商曾以任何方式向美敦力收取超额费用，供应商应在接到美敦力要求后的十（10）天内将上述超额部分退还给美敦力，并承担上述审计工作所产生的一切合理费用和成本。

Supplier shall account for various costs, charges and expenses incurred by Supplier from the performance of services hereunder in a comprehensive and accurate manner pursuant to generally accepted accounting rules. The related records shall be kept by Supplier for five (5) years as of the settlement of such costs, charges and expenses. Upon a reasonable prior notice of Medtronic, Supplier shall allow related representatives of Medtronic to check, copy and review these records during the term of this Agreement or within five years thereafter, with the cost of such checking, copying or reviewing to be assumed solely by Medtronic. Supplier shall use its best efforts to work with Medtronic in any audit conducted by Medtronic or any other auditor authorized by it, and answer any and all questions raised by Medtronic or such other authorized auditor. Medtronic and its auditor shall maintain confidentiality of any information hereunder provided by Supplier during the audit, using the same degree of care as if it would use in protecting its own confidential information. If the auditor's report shows that Supplier ever charged Medtronic any excessive fee, then Supplier shall return to Medtronic such excessive amount within ten (10) days of receiving the request of Medtronic for the same, and assume any and all reasonable costs and expenses incurred during the audit.

9. 违规后果

9. Breach and Consequences

若美敦力发现供应商存在违背前述条款中任何一项规定之情形的，美敦力有权自主任意采取或先后采取以下措施：（1）要求供应商解释、澄清和证明其行为或者状态符合前述条款的规定；（2）要求供应商立即或在一定期限内纠正相关行为或使相关状态符合前述条款的要求；（3）在任何时候以书面通知的方式单方面解除协议。无论美敦力采取上述何种措施，美敦力均有权要求供应商向其赔偿因供应商违反前述条款之规定或出现与前述条款要求不符之状态，而使美敦力遭受之损害。

Should Supplier be found to be in any of the circumstances specified in any of the previous sections, Medtronic shall have the option to take any or all of the following actions in succession: (1) to require Supplier to explain, clarify or prove that its act or status complies with the provision hereinabove; (2) to require Supplier to correct its act or status concerned pursuant to the provision hereinabove immediately or within a given period; or (3) to terminate this Agreement unilaterally by giving a notice in writing at any time. Notwithstanding whatever option Medtronic may take, Medtronic shall be entitled to require Supplier to pay for any damage sustained by Medtronic as a result of the breach of the provision hereinabove by Supplier or any status of Supplier not complying with any of the provisions hereinabove.

10. 美敦力大中华区合规部门联系方式

10. Contact Information of Greater China's Compliance Department of Medtronic

400-991-9944 / Voiceyourconcernline.com