

Please scroll to page #6 to see the Chinese version of BeOne Medicines and its subsidiaries' Terms & Conditions

请跳至第六页查看百济神州条款和条件的中文版本

These BeOne Medicines and its subsidiaries General Terms and Conditions shall apply to the supply of goods and/or services to be made by a supplier or a service provider (“**Supplier**”) pursuant to a Purchase Order (“**PO**”) to the BeOne entity named in the PO (“**BeOne**”).

BeOne General Terms and Conditions supersede, and BeOne expressly rejects the applicability of, any other general terms and conditions of the Supplier including any such terms appearing on or referred to in any documents issued by the Supplier such as quotations, acknowledgements of order, invoices, or delivery notes. The Supplier may accept BeOne General Terms and Conditions in writing, email, fax, and acceptance will be deemed through any other manifestation of acceptance including, but not limited to: performance initiation, provision of products or services, payment acceptance, whichever may occur first. The acceptance of BeOne General Terms and Conditions as above described shall constitute a waiver by the Supplier of all terms and conditions contained in any quotation, acknowledgment or order, invoices, delivery notes, or any other communications which are inconsistent with BeOne General Terms and Conditions.

If BeOne and the Supplier agreed a BeOne Service Agreement or Master Service Agreement and a Statement of Work or Work Order (together the "**MSA**") both the terms of the MSA and these BeOne General Terms and Conditions will apply and to the extent that there is any inconsistency between these BeOne General Terms and Conditions and the MSA, the MSA shall apply. This BeOne General Terms and Conditions shall adopt the terms and conditions of the MSA. This PO shall take effect on the PO date first written above and shall continue to be effective until the delivery date as noted on this PO or until completion of the services.

If the Purchase Order is meeting related, the details of the services to be provided by the Supplier pursuant to this Purchase Order are set forth in the agenda for the meeting and the quotation that the Supplier has provided to BeOne for the services in connection with the meeting, each attached to this Purchase Order.

1. Delivery:

Time is of the essence. The Supplier will deliver goods or render services in accordance with the date(s) specified on the PO. If delivery of goods or rendering of services is not completed in the agreed timeframe, BeOne reserves the right without liability, in addition to its other rights and remedies, to terminate a PO by notice effective when received by Supplier as to goods in transit, goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Supplier for any direct loss incurred by BeOne. For the purposes of this PO, delivery shall be made at the place specified in the PO or otherwise designated by BeOne. Supplier shall package all goods in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. BeOne PO number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

2. Payment:

As full consideration for the performance of the services, delivery of the goods and the

assignment of rights to BeOne as provided herein, BeOne shall pay Supplier the amount agreed upon and specified in the applicable PO, sixty (60) days from the date BeOne Accounts Payable receives the Supplier's invoice unless otherwise specified in the PO or MSA, or required by mandatory governing law. The price in the PO is a firm price and (subject to clause 3) is not subject to any variation. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Supplier's invoice. Payment of any invoice shall not constitute acceptance of the relevant goods and/or services. All personal property taxes assessable upon the goods prior to receipt by BeOne of goods conforming to the PO shall be borne by Supplier. Supplier shall invoice BeOne for all goods delivered and all services performed in accordance with these Terms and Conditions within ninety (90) days of completion of the services or delivery of goods and must reference the applicable PO number. BeOne may withhold payment of any amount that it may reasonably dispute in good faith until such dispute is resolved.

3. Inspection/Testing/Acceptance:

BeOne shall have the right to inspect such goods and services and to reject any or all said goods or services which are in BeOne judgment defective or nonconforming. Goods or services rejected, and goods supplied in excess of quantities ordered herein may be returned to Supplier at its expense and, in addition to BeOne other rights, BeOne may seek reimbursement from Supplier for the expense of unpacking, examining, repacking and reshipping with respect to such goods or may obtain a credit with respect to such rejected Services. In the event BeOne receives goods whose defects or nonconformity is not apparent on examination, BeOne reserves the right to require such goods to be replaced by Supplier, as well as claim for any loss or damage suffered by BeOne directly in connection with such defect or nonconformity.

Nothing contained in these General Terms and Conditions shall relieve in any way the Supplier from the obligation of testing, inspection, and quality controls. Notwithstanding the previous provisions, BeOne may in its absolute discretion accept the defective or nonconforming goods or services at an equitable reduced price.

4. Title and Risk:

Title to and ownership of the goods shall pass to BeOne upon delivery of the goods to the location specified in the PO. Such goods yet to be delivered by Supplier shall be appropriately marked and identified as the property of BeOne. Risk shall remain with Supplier until the time BeOne Medicines, and its subsidiaries takes delivery of the goods unless otherwise expressly stated in the PO. Any loss or damage to the goods howsoever caused when under Supplier's control shall be rectified by Supplier at its own cost. When risk in goods has transferred to BeOne, Supplier shall nonetheless be liable for any loss or damage to such goods to the extent caused by its negligence, willful act, misconduct, fault, breach of statutory duty or the duty herein or breach of the PO.

5. Independent Contractor:

The Supplier is an independent contractor for all purposes, without express or implied authority to bind BeOne by contract or otherwise. Neither Supplier nor its employees are agents or employees of BeOne, and therefore are not entitled to any employee benefits of BeOne, including but not limited to, any type of insurance. The Supplier shall be responsible for all costs and expenses incident to performing its obligations under a PO and shall provide the Supplier's own supplies and equipment.

6. Warranty:

The Supplier expressly warrants that all goods or services furnished under a PO shall conform to all applicable specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Supplier warrants that all such goods or services will conform to any statements made

on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Supplier warrants that all goods or services furnished hereunder will be merchantable and appropriate for the purpose for which such goods or services are normally used. If Supplier knows or has reason to know the particular purpose for which BeOne intends to use the goods or services, Supplier warrants that such goods or services will be fit for such particular purpose. Supplier warrants that goods or services furnished will conform in all respects to samples provided to BeOne. Any inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Supplier's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Supplier agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to BeOne, when notified of such non-conformity by BeOne, provided BeOne elects to provide Supplier with the opportunity to do so. In the event of failure of Supplier to correct defects in or replace nonconforming goods or services promptly, BeOne, after reasonable notice to the Supplier, may make such corrections or replace such goods and services and seek reimbursement from Supplier for the cost incurred by BeOne in doing so. The Supplier's warranty shall run to BeOne, its successors, assigns and customers, and beneficiaries of Services and users of goods and products sold by BeOne.

7. Proprietary Information and Confidentiality:

The Supplier shall consider all information furnished by BeOne to be confidential (except for such information which is publicly known, which is disclosed to the other party without restriction by a third party and without any breach of confidentiality by the third party, or which is developed independently by the other party without reliance on any of BeOne confidential information) and shall not disclose any such information to any other person or use such information itself for any purpose other than to perform these General Terms and Conditions, unless the Supplier obtains written permission from BeOne to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by the Supplier for BeOne in connection with this PO. Supplier shall not advertise or publish the fact that BeOne have contracted to purchase goods or services from Supplier, nor shall any information relating to this PO be disclosed without BeOne written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Supplier to BeOne shall be deemed secret or confidential and the Supplier shall have no rights against BeOne with respect thereto except such rights as may exist under applicable laws.

8. Intellectual Property:

The Supplier agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against BeOne or its agents, customers, or other vendors for alleged intellectual property infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of the goods or services furnished hereunder, and Supplier further agrees to indemnify BeOne, its affiliates, agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any amount agreed to paid in order to settle any such suit or proceeding. BeOne may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Supplier.

9. Termination for Convenience by BeOne :

BeOne reserves the right to terminate a PO or any part hereof for its sole convenience. In the event of such termination the Supplier shall immediately stop all work hereunder, including any applicable work being performed by its own suppliers or subcontractors. The Supplier shall be paid a reasonable termination charge consisting of a percentage of the PO price reflecting the percentage of the work or services performed or goods delivered or in transit prior to the notice of termination plus actual direct costs incurred by Supplier resulting from the termination. The Supplier shall not be paid for any work done

after receipt of notice of termination or for any costs incurred by Supplier's own suppliers or subcontractors which Supplier could reasonably have avoided.

10. Termination for Cause:

BeOne may also terminate a PO or any part hereof for cause in the event of any default by Supplier or if Supplier fails to comply with BeOne General Terms and Conditions. Late deliveries, deliveries of good or services which are defective, or which do not conform to this PO, and failure to provide BeOne, upon request, with reasonable assurances of future performance shall all be causes for BeOne to terminate this PO for cause. In the event of any proceedings, voluntary or involuntary, in bankruptcy or solvency, by or against Supplier, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, then BeOne may, at its option, terminate this PO. In the event of termination for cause, BeOne shall not be liable to Supplier for any amounts related to the non-conforming goods or services, and Supplier shall be liable to BeOne for any and all direct damages sustained by BeOne by reason of the default which gave rise to the termination.

The rights and obligations of the Supplier which, by intent or meaning, have validity beyond termination of this PO, including, but not limited to, rights with respect to ownership of deliverable, confidentiality, data privacy, indemnification, and liability shall survive the termination or expiration of a PO.

11. Indemnification:

To the extent Supplier's employees, agents or sub-contractors enter upon BeOne property or property of its customers or suppliers, in the course of performance of this PO, the Supplier shall indemnify, defend and hold BeOne its affiliates, employees, and agents harmless from and against any and all damages for injury caused to persons including both BeOne and Supplier's employees, or property by reason of Supplier's operations hereunder, other than for such damages caused by the negligence of BeOne, its affiliates, employees, or agents. Further, Supplier shall defend, indemnify and hold harmless BeOne and its affiliates, employees, and agents against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission by Supplier, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Supplier.

12. Insurance:

Supplier shall be solely responsible for maintaining all customary insurance coverage such as adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Supplier's trade or businesses in order to protect BeOne and BeOne customers from and against all of the damages, liabilities, claims, losses and expenses provided in the preceding Indemnification section. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the area or areas in which Supplier's operations take place. Supplier agrees to submit certificates of insurance evidencing its insurance coverage upon request by BeOne.

13. Limitation of BeOne Liability:

In no event shall BeOne be liable for loss of revenue, loss of profit, lost opportunity, loss of actual or anticipated profits or for incidental, indirect, punitive, exemplary or consequential damages. BeOne liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from a PO or from the performance or breach thereof shall in no case exceed the price allocated to the goods or services which gives rise to the claim.

14. Assignments and Subcontracting:

No part of a PO may be assigned or subcontracted by Supplier without the prior written approval of BeOne.

However, the BeOne may assign any part of or all of a PO to its affiliates upon prior written notice to the Supplier. The assignment shall be effective upon Supplier's receipt of such notice.

15. Taxes:

Supplier shall be solely responsible for filing the appropriate tax forms, and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Supplier's receipt of payment under a PO. Supplier further agrees to provide BeOne with reasonable assistance in the event of a government audit. BeOne shall have no responsibility to pay or withhold from any payment to Supplier under this purchase order, any applicable taxes or fees. Supplier shall, cooperate with and provide reasonable assistance to BeOne to recoup any VAT, GST, or other recoupable tax applied to the services or any pass-through expenses.

16. Compliance with Laws:

Supplier shall comply fully with all applicable laws in the performance of a PO including, but not limited to, all applicable employment, tax, export control, privacy modern slavery and environmental laws. If goods include hazardous materials, Supplier represents and warrants that it understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials. Upon BeOne request, Supplier will promptly provide BeOne with a statement of origin for all goods and Customs documentation for goods wholly or partially manufactured outside of the country where order originated.

17. Force Majeure:

BeOne may delay delivery or acceptance occasioned by causes beyond its control. Supplier shall hold such goods at the direction of the BeOne and shall deliver them when the cause of the delay no longer applies. BeOne shall be responsible only for Supplier's direct costs.

18. Governing Law and Disputes:

This BeOne General Term and Condition shall be interpreted and governed by the laws of the jurisdiction where the BeOne contracting entity is incorporated without regard to conflict of laws. Any disputes arising out of or in connection with a PO shall be subject exclusively to the jurisdiction of the competent courts where the BeOne is domiciled.

19 Compliance with BeOne policies

Supplier, its affiliates, and approved subcontractors shall comply with all applicable BeOne policies including but not limited to the BeOne Supplier Code of Conduct, as amended from time to time (together "BeOne Supplier Code of Conduct"), in the award and performance of all applicable services under this PO. The BeOne Supplier Code of Conduct requires that Supplier and each of its affiliates and approved subcontractors demonstrates a strong commitment to compliance, ethics, sustainability, and supplier diversity as a foundation to successful business. The BeOne Supplier Code of Conduct is available at <https://www.BeOne.com/about/ethics> and is hereby incorporated by reference into this BeOne General Terms and Conditions.

采购订单条款与条件

本采购条款与条件适用于供应商根据采购订单（“PO”）向采购订单中指定的BeOne实体（“BeOne”）提供的商品和/或服务的供应商或服务提供商（“供应商”）。

BeOne的通用条款与条件优先适用，并明确拒绝适用供应商的任何其他基本条款与条件，包括出现在或提及于供应商出具的任何文件上的条款，如报价单、订单确认单、发票或交货单。供应商可以通过书面、电子邮件、传真及其他任何表现接受的方式（包括但不限于：开始履行、提供产品或服务、接受付款，以最先发生者为准）接受BeOne的通用条款与条件。本条款描述的对于BeOne通用条款与条件的接受，构成供应商对其所有与BeOne通用条款与条件不一致的报价、订单确认、发票、交货单，或任何其他通信中包含的条款与条件的放弃。

如果BeOne和供应商商定了一份BeOne服务协议或总服务协议及工作说明或工作订单（统称为“MSA”），则MSA的条款与这些BeOne通用条款与条件一并适用，若两者之间有任何不一致以MSA为准。本BeOne通用条款与条件应采纳MSA的条款。本采购订单应自其首页载明的采购订单日期开始生效并在本采购订单注明的交付日或完成服务之前保持有效，依照主协议规定提前终止的除外。

如果采购订单与会议有关，供应商依据本采购订单提供的服务细节详见会议日程和供应商就会议相关服务向BeOne提供的报价单，并均附在本采购订单之后。

1. 交付

本订单中时间至关重要。供应商须根据采购订单中指定的日期交付商品或提供服务。若未能在承诺的时间内完成商品交付或提供服务，BeOne保留权利，在不承担任何责任的情况下，除了其他权利和补救措施外，可以通过通知供应商有效地终止对于运输途中的商品、尚未发货的商品或尚未提供的服务的采购订单，以及向他方采购替代商品或服务，并向供应商收取BeOne因此而产生的任何直接损失。根据本采购订单，交付必须在采购订单中指定的地点或BeOne另行指定的地点进行。供应商应当将所有商品包装在合适的包装容器中，以便安全运输和处理。每个交付的容器都必须标记和标识内容，所有的箱子和包装必须包括标注内容的包装单。BeOne的采购订单号码必须出现在所有的运输容器、包装单、交货票据和提单上。

2. 付款

作为根据本条款与条件提供服务、交付商品和向BeOne移交权利的全部对价，BeOne应在收到供应商发票后的六十（60）天内支付发票上列明的金额，除非在采购订单或主服务协议中另有规定，或法律强制要求。采购订单中的价格为固定价格（受限于第3条），不得有任何变更。适用税费和其他费用，例如运输费、关税、海关费用、关税、进口税和政府征收的额外费用，应当在供应商的发票中单独注明。支付发票不构成对相关商品和/或服务的接受。在BeOne收到符合采购订单的商品之前，所有应课征于商品的个人财产税均由供应商承担。供应商应当在交付商品或完成服务后九十（90）日内根据本条款与条件向BeOne开具发票并且须注明相关的采购订单号码。BeOne有权在善意的合理争议未解决之前暂扣任何争议款项的支付。

3. 检验/测试/接受

BeOne有权对相关商品和服务进行检验，并拒收任何BeOne判断为有缺陷或不符合要求的商品或服务。被拒收的商品或服务，以及超过本订单要求数量的商品，可以在供应商承担费用的情况下退还给供应商。此外，除了BeOne的其他权利之外，BeOne还可以就与此相关的拆包、检查、重新包装和重新发货的费用向供应商寻求补偿，或对拒收的服务获得信用额度。若BeOne接收到在检查中未表现出缺陷或不合格的商品，BeOne保留要求供应商更换此类商品，并就因该缺陷或不合格直接导致的任何损失或损害进行索赔的权利。

本条款与条件中的任何内容均不以任何方式解除供应商在测试、检验和质量控制的义务。尽管有上述规定外，BeOne可以自行决定以公平的折扣价格接受有缺陷或不合格的商品或服务。

4. 所有权和风险

商品的所有权及物权在商品交付到采购订单中指定的地点时转至BeOne。就待交付的该等商品，供应商应合理标记和标识为BeOne的财产。除采购订单中另有明确说明，商品的风险应由供应商承担，直至BeOne接收货物。对于在供应商控制期间因任何原因导致的商品的任何损失或损坏，应由供应商自费纠正。当商品的风险转移至BeOne后，对因供应商的疏忽、故意行为、不当行为、过失、违反法定义务或在此的义务或违反采购订单的义务而造成的任何损失或损害，供应商仍需承担责任。

5. 独立合约方

供应商为独立合约方，适用于所有目的，无权明确或隐含代表BeOne签订合同或以其他方式约束BeOne。供应商及其员工均不视为BeOne的代理商或员工，因此无权享有BeOne员工的任何福利，包括但不限于任何类别的保险。供应商应当承担履行采购订单下的所有义务所产生的全部费用和支出，并需自行提供供应商的供应品和设备。

6. 保证

供应商明确保证，依据采购订单提供的所有商品或服务均符合所有适用的规格和适当的标准，且将是全新的，在材料或工艺上无任何缺陷。供应商保证所有此类商品或服务均符合该等商品的容器或标签或广告中的所作的任何声明，且保证任何商品均应被适当装入容器、进行包装、标记和粘贴标签。供应商保证据此供应的商品或服务适销且适合此类商品或服务通常使用的目的。若供应商知悉或有理由知悉BeOne拟就商品或服务使用的特定目的，供应商保证该等商品或服务适合该等特定目的。供应商保证所提供的商品或服务在所有方面均符合提供给BeOne的样品。对在此提供的商品或服务进行的任何检验、测试、验收或使用不会影响到供应商在此保证下的义务，且该等保证在检验、测试、验收和使用后仍然有效。供应商同意，在收到BeOne关于不合格情况的通知后，及时无偿更换或修正任何不符合上述保证的商品或服务，前提是BeOne决定给予供应商这样的机会。若供应商未能及时纠正缺陷或更换不合格商品或服务，BeOne在合理通知供应商后可以进行纠正或更换该等商品或服务，并向供应商寻求补偿以偿付BeOne产生的费用。此供应商的保证应涵盖BeOne、其继承人、受让人和客户、以及购买BeOne所售商品和产品的用户及服务的受益人。

7. 专有信息和保密

供应商应将BeOne提供的所有信息视为保密信息（除非该等信息已为公众所知，或由第三方在不违反保密义务的情况下披露给另一方，或另一方独立开发且不依赖于BeOne的任何保密信息），且不得向其他任何人披露任何该等信息，也不得除为履行本条款与条件以外的任何其他目的而使用该等信息，除非供应商从BeOne获得相关书面许可。本条适用于由供应商就本采购订单为BeOne编制的图纸、规格书或其他文件。未经BeOne书面许可，供应商不得宣传或发布BeOne已与供应商签约购买商品或服务的事实，也不得披露任何与本采购订单相关的信息。除非另有书面约定，供应商以任何形式或在任何时间向BeOne披露的商业、财务或技术信息不应被视为秘密或保密信息，且除根据适用法律可能存在的权利外，供应商就该等信息不享有针对BeOne的任何权利。

8. 知识产权

供应商同意在收到通知后，立即就任何因声称侵犯知识产权以及因本协议项下提供的商品的设计、商标或外观或服务的相似性引起的声称不正当竞争而可能对BeOne或其代理人、客户或其他销售商提起的诉讼或法律程序承担全部辩护责任，且供应商进一步同意赔偿BeOne、其关联公司、其代理人和客户因此类诉讼或法律程序(包括任何为和解此类诉讼或法律程序所同意支付的金额)引起的任何及全部费用、损失、版权费、利润和损害，包括诉讼费和律师费。若BeOne有此意愿，BeOne可以由其律师代表并积极参加该等诉讼或法律程序，且该等代理费用由供应商支付。

9. 因BeOne的便利而终止

BeOne保留因单方面便利终止采购订单或其中任何部分的权利。若发生该等终止，供应商应立即停止在此的一切工作，包括其任何供应商或分包商正在进行的相关工作。供应商将被支付一笔合理的终止费用，包括反映在终止通知前已履行的工作或服务或已交付或运输中的商品的采购订单价格的一定百分比，加上供应商因终止而实际产生的直接成本。供应商不会就收到终止通知后所进行的任何工作、或任何供应商或分包商本可合理避免的任何费用获得付款。

10. 因故终止

若供应商发生任何违约或供应商未能遵守BeOne的通用条款与条件，BeOne也可以因故终止本订单或其中任何部分。延迟交付，交付的商品或服务具有缺陷或者不符合本订单要求，以及未能根据BeOne的要求为未来履约提供合理保证，均构成BeOne因故终止本订单的原因。无论自愿与否，若供应商自行或被提起破产或清算程序，或者为债权人利益被指派受让人或被指派接收人，则BeOne可以选择终止本采购订单。在因故终止时，BeOne无需向供应商为任何不合格的商品或服务支付款项，而供应商应就由于违约而导致的BeOne遭受的任何及所有直接损失承担责任。根据条款设置意图或其含义，供应商的下列权利和义务在本订单终止后仍然有效，包括但不限于与可交付成果所有权、保密性、数据隐私、赔偿及责任相关的权利和义务。该等权利和义务应在本订单终止或期满后继续有效。

11. 赔偿

在履行本订单的过程中，若供应商的雇员、代理人或分包商进入买方的物业或买方客户或供应商的物业，对于因供应商据此操作引起的人身伤害（包括买方和供应商的员工）或财产损失引起的任何及所有损害，供应商应赔偿买方、其附属公司、雇员和代理人为其辩护并使其免受损害，但因买方、其附属公司、雇员或代理人疏忽导致的损害除外。另外，对于因所采购的商品或服务的缺陷，或由于供应商、其代理人、雇员或分包商的任何行为或疏忽而引起或导致的所有损害、索赔或责任以及费用（包括律师费），供应商应为买方、其附属公司、雇员和代理人抗辩、赔偿并使其免受损害。本赔偿条款所约定之义务是除供应商保证义务以外的义务。

12. 保险

供应商应全权负责购买并维持所有惯常种类的保险，例如符合法律要求或供应商行业或业务惯例的适当的健康、汽车、工伤、失业、伤残、责任以及其他保险，以保护买方及其客户免于承担上述赔偿条款所述的所有损害、责任、索赔、损失和费用的保险。供应商还应维持其经营所在地与供应商具有类似规模和类似运营方式的公司按惯例维持的其它额外险种和保险额度。供应商同意经买方要求时，提交保险证书以证明其投保范围。

13. 买方的责任限制

在任何情况下，买方均无需对收入损失、利润损失、机会损失、实际或预期利润损失或附带性、间接性、惩罚性、惩戒性或结果性损害负责。对于本订单引起或与本订单相关或本订单导致或因履行或违反本订单而导致的任何损失或损害的任何形式的索赔，买方应承担的责任，在任何情况下不超过导致索赔的商品或服务在本订单下的价格。

14. 转让和分包

未经买方的事先书面批准，供应商均不得转让或分包本订单的任何部分。但是，买方在事先书面通知供应商的前提下，可以将本订单的任何部分或全部转让给其附属公司。该等转让应在供应商收到该通知后生效。

15. 税费

供应商应当全权负责就本采购订单下收到的付款填写适用的税收表格及支付所有相关税费，包括预期的税费和员工税费。供应商进一步同意在政府审计时向买方提供合理协助。买方无需就本订单下支付给供应商的款项承担或代扣代缴任何适用税费。供应商应配合并向买方提供合理的协助，以追回用于服务或任何可转嫁费用的增值税、商品及服务税或其他可追回的税费。

16. 遵守法律

履行本订单期间，供应商应当完全遵守所有适用的法律，包括但不限于所有适用的劳动、税务、出口管制、隐私和环境法律。如本订单中的物品包含危险物质，供应商陈述并保证其知晓生产、处理和运输这些危险物质的危险性。如本订单中物品全部或部分在订单发生所在国以外生产，经买方要求，供应商应当立即向买方提供全部物品原产地声明和海关清关文件。

17. 不可抗力

买方可能会因其无法控制的原因延迟接受交付或验收。供应商应根据买方的指示保留该等商品，

并在导致延误的事由消除后进行交付。买方仅负责承担供应商根据买方的要求保留本订单下的该等商品或延迟履行本订单下的服务而产生的直接额外费用。买方无法控制的原因包括政府行为或政府未采取必要的行为，罢工或其他工潮、火灾或不寻常的恶劣天气。

18. 适用法律和争议解决

本订单及BeOne通用采购条款与条件受订单买方实体注册地法律管辖并依其解释，但不包括其冲突法原则。因本订单产生或与本订单有关的任何争议应受买方所在地有管辖权法院的排他性管辖。

19. 遵守百济政策

供应商、其附属公司和经批准的分包商在授予和履行本订单下的所有适用服务时，应遵守所有适用的百济政策，包括但不限于不时修订的百济供应商行为准则（统称为“**百济供应商行为准则**”）。百济供应商行为准则要求供应商及其每个附属公司和经批准的分包商在合规、道德、可持续性和供应商多样性方面做出坚定承诺，以作为成功业务的基础。百济供应商行为准则可在<https://beonemedicines.com/responsibility/operating-responsibly/suppliers/responsible-procurement/#supplier-code-of-conduct>获取，现通过引用并入本BeOne通用采购条款与条件。

20. 语言

本BeOne通用采购条款与条件如果中文和英文不一致，当采购订单中的BeOne签署实体为注册在中华人民共和国境内的实体时，应当以中文为准，如为注册在其他国家或地区的实体时应当以英文为准。