

附件 1：采购通用条款

1 定义与说明

1.1 “采购商”是指购买产品的单位，即圣戈班磨料磨具（上海/苏州/邯郸）有限公司。

1.2 “供应商”是指和采购商签订合同，向采购商提供产品的单位。

1.3 “往来信函”是指采购商和供应商之间，经双方法定代表人或其授权人签署的，记录合同的履行、解释、任何修改和变更的正式往来信件。

1.4 “制造商”系指生产、制作、加工、拣选并最终形成合同所供应产品的生产单位。制造商应是合同的供应商。经采购商事先书面同意，制造商亦可是供应商以外的第三方。

1.5 “日”指日历日。

1.6 “书面”是指任何通过手写、打印、印刷或复印制作形成的合同履行凭证，包括信件、文件、电子邮件和传真。

2. 供应商资质

2.1 所有向采购商提供产品和服务的供应商必须具有有效的国家和/或行业规定的相关资质，供应商应于签订合同前向采购商出示相关的资质证明的原件，并将其复印件留采购商处备查。

2.2 如采购商发现供应商未报/错报/虚报相关资质，则采购商有权取消/终止和供应商签订的合同，供应商须承担全部责任并赔偿采购商所有的相关损失；如采购商同意接受部分产品和/或服务，则采购商应只就其所接受部分的产品和/或服务向供应商付款，所接受部分的产品和/或服务的价格以原订购单的价格为基础计算，但供应商须承担由此可能给采购商带来的风险和损失的全部赔偿责任。

3. 制造/分包/转包

3.1 所有合同项下的产品必须由供应商制造和提供，未经采购商事先书面同意，供应商不得将产品的制造部分或全部分包/转包给第三方，否则采购商有权拒收拒付该分包/转包部分的产品。

3.2 经供应商申请并提交全套的分包/转包商的资质及相关证明材料，并经采购商书面同意，供应商可将产品的制造部分或全部分包/转包给第三方，但应把其和第三方签订的相关合同、协议交采购商备案。供应商仍对该分包/转包部分的产品向采购商承担全部的责任和义务。

4. 产品所有权及风险的转移

产品的所有权及风险自产品经采购商根据本《通用条款》第 9.2 款验收合格之日自供应商转移至采购商。

5. 供货

5.1 供应商应按合同规定的产品规格、数量、质量标准、供货时间和地点、运输和包装方式等供货。在履约过程中，采购商可适时修订供货时间，但需在原定供货时间前【5】日内提出。

5.2 在合同履行过程中，如果供应商遇到妨碍按时/按量交货的情况时，

5.2.1 供应商应在 24 小时内以书面形式将拖延/短量的事实、原因以及可能拖延的期限和理由通知采购商。采购商在收到供应商通知后，应尽快对情况进行核查，并确定是否通过修改合同，酌情延长交货时间或接受短量。

5.2.1.1 如不影响采购商使用，则采购商可根据情况同意修改合同，酌情延长交货时间或接受短量。

5.2.1.2 如影响采购商使用，则采购商可向第三方另行采购部分或全部产品。由此发生的费用与合同价格之间的差额由供应商承担，该费用包括：

- 当时的市场价与合

同价格之间的差额；及

- 采购商在接受产品时发生的实际费用（包括但不限于_____费用）与合同所规定的实际费用之间的差额。

上述应由供应商承担的费用由采购商从将要支付给供应商的款项中扣除。若采购商应向供应商支付的款项不足以支付该等费用，采购商有权要求供应商另行支付不足部分。向供应商订购的产品数量也应做相应的调整，同时，采购商将保留进一步索赔的权利。

5.2.2 如供应商未在 24 小时内以书面形式将拖延/短量的事实、原因以及可能拖延的期限和理由通知采购商，则供应商不仅应向采购商支付本《通用条款》第 5.2.1.2 款所规定的差额，亦应按本《通用条款》第 14 条的规定支付违约金。

5.3 交付的产品应为未使用过的新产品。若有样品封存的，交付的产品应与样品一致。交付的产品应无知识产权纠纷或侵权、无第三方权益。否则，供应商应赔偿采购商因此而遭受的全部损失。

6. 包装

6.1 供应商提供的全部产品的包装须有良好的防潮、防震、防锈、防爆炸和利于装卸等保护措施，以确保货物安全无损运抵指定交货地点。

6.2 具体的包装方式和要求规定在合同中。

6.3 包装或送货文件上应注明货物名称、数量、制造商、合同编号，并在显著位置标明装卸警示标志。

6.4 如因供应商提供的包装质量问题造成产品数量或质量等不能符合合同的规定，采购商有权要求降价/换货/拒收部分甚至整批货物，供应商对此承担全部责任并应赔偿采购商因此所遭受的损失。

7. 运输和装卸货

7.1 供应商应负责安排运输并承担运输费用和装卸费用。供应商亦应承担交货地点的卸货责任及费用。

7.2 具体的运输要求规定在合同中。

8. 质量要求

8.1 具体的质量标准和要求规定在合同中。

8.2 合同项下的产品应符合相应的中国国家标准及行业标准及合同上关于质量的规定。

8.3 合同项下的产品均应符合设计规范及图纸要求。

8.4 除合同中另有规定外，计量单位均使用中华人民共和国法定公制计量单位。

8.5 供应商的产品应符合国家有关环保法律法规的规定（含采购商 ISO14000 环境体系要求），不能造成环境污染；同时，该产品还应符合采购商 OHSMS18000 职业安全健康管理体系标准的要求，不能对接触产品的人员健康造成损害。

8.6 如供应商提供的产品质量不能符合相应的中国国家标准及行业标准及合同的规定，采购商有权要求降价/换货/拒收部分甚至整批货物，供应商对此承担全部责任并应赔偿采购商因此所遭受的损失。

9. 检验

9.1 产地检验：制造商应在制造地点按制造商标准检验。在发货之前，制造商应对产品的内在和外观质量、规格、性能、数量和重量等进行准确的和全面的检验，并出具质量检验证书。

9.2 到货检验：产品运送到指定交货地点后，由采购商按照合同的规定对产品的外观质量和数量进行检验。

9.3 本《通用条款》第 9.2 款所述的检验只是对产品的外观和数量的检验，根据此等检验结果所做的验收并不能免除供应商对产品的内在质量的责任。若采购商在使用产品的过程中发现产品存在质量问题，采购商仍有权向供应商索赔。

10. 质保期

10.1 供应商提供的产品或服务，如合同中有明确的质保期，则应按其期限进行质保服务；如合同中没有明确的质保期，则产品的质保期为【2】年（产品经采购商验收合格之日起计算）。

10.2 在质量保证期内，供应商负责提供缺陷产品的免费更换等服务。只要采购商提出书面要求，供应商必须在两日内给予书面答复；如采购商认为必要，供应商在两日内应指派人员到现场解决问题，费用由供应商承担。

10.3 供应商应在采购商规定的时间内对缺陷产品进行免费更换，否则采购商有权退货或自行进行更换。采购商自行进行更换的，采购商有权要求供应商赔偿其实际支付的更换费用或将该费用直接从采购商应支付给供应商的合同款项中扣除。若合同的款项不足以补偿采购商的损失，采购商有权要求供应商另行支付不足的部分。采购商应根据合同的规定对供应商行使的其他权利不受影响，并保留进一步索赔的权利。

10.4 若更换后的产品仍无法达到质量标准，采购商有权退货并向供应商索赔。

11. 保险

11.1 供应商应办理产品运抵采购商指定交货地点的一切运输保险，以确保产品及时、完整地交付，并承担相关保险费用。

11.2 供应商应为产品购买充分的产品责任险并承担相关保险费用。

12. 价格和支付

12.1 合同所示之价格为含税价（已含增值税）。除合同所示之价格外，采购商不应就合同项下的产品的交付向供应商支付任何其他税费。

12.2 采购商收到并接受发票及相关文件后按合同规定的支付方式及支付时间付款。发票上应注明合同编号。

12.3 货款的支付方式和时间规定在合同中。

13. 供应商的合同附随义务

13.1 供应商在交付产品时，向采购商同时提交与产品相关的材质报告和和生产合格检验报告等文件。

13.2 若供应商不是制造商，供应商应提供制造商的名称、法定地址、联系方式等细节。如果供应商是本合同所述产品制造商的指定代理销售单位，则供应商应向采购商提供制造商的销售代理委托书或其他证明文件。

13.3 供应商须在样品资料和样品上盖章，以证明供应商已按合同检查了这些资料。

13.4 供应商需提供产品的仓储、保管、及使用的有效建议。

13.5 供应商在报价中已对上述服务做了充分考虑，其费用已含在合同的总价中。

13.6 供应商知悉圣戈班集团赞成联合国全球协议，并已施行《基本行为准则和行为规范》（可在 <http://www.saint-gobain.com> 网站上获取）。供应商声明其已阅读该准则并保证：

- 无论在其经营活动中或是在进入圣戈班集团场地时，确保就其生产工序和采用的产品进行了环境风险控制。

- 无论在何国经营都能尊重雇员权利。
- 即使适用的当地法律制度允许，在其生产过程中或提供服务时或进入圣戈班集团场地时，不得以直接或间接或通过分包的方式采用任何被强制、或被强迫的劳动力、或任何童工。
- 在可能的情况下，为其雇员提供最好的健康和条件，并在其进入圣戈班集团场地时，遵守所有适用的健康和条件规则。

14. 误期赔偿

- 14.1 供应商在遇到妨碍按时/按量交货的情况时，虽在 24 小时内以书面形式将拖延/短量的事实、原因以及可能拖延的期限和理由通知了采购商，但如果拖延/短量交货超过【5】日（因本《通用条款》中规定的不可抗力原因造成的拖延/短量交货除外），将受到以下处罚：加收误期违约金。采购商亦有权因供应商违约而终止合同。
- 14.2 误期违约金将从采购商应向供应商支付的款项中扣除。核定误期违约金比率为每迟交 1 日、按迟交产品金额的 2% 计算，不满 1 日按 1 日计算。如果供应商在误期违约金达到迟交产品金额的 20% 后仍不能交货，采购商有权终止合同。若采购商应向供应商支付的款项不足以扣减误期违约金，采购商有权要求供应商另行支付不足部分的误期违约金。若误期违约金不足以弥补采购商的实际损失，采购商有权要求供应商赔偿实际损失。

15. 缺陷索赔

- 15.1 检验以采购商质检部门的检验结论为准。如供应商有异议，可邀请双方认可的第三方检验机构进行检验，并出具相关文件，采购商可据此向供应商提出索赔。第三方检验机构的检验结果证明产品有质量问题的，供应商应承担检验费用；反之，由采购商承担检验费用。若质量争议提出后 15 天内双方无法选出共同同意的第三方检验机构，则以采购商质检部门的检验结论为准。
- 15.1.1 供应商应对产品与合同要求不符负有全部责任。采购商有权按下述一种或多种方法就产品质量问题向供应商索赔：
- 15.1.1.1 拒收产品/退货，供应商应把被拒收/退货的产品的金额以合同规定的同类货币退还给采购商并负担退货过程中发生的一切损失和费用，包括

但不限于利息、银行费用、运输和保险费、检验费、仓储和装卸费以及为保管被拒收产品所需要的其它必要费用。若供应商拒收被采购商拒收/退货的产品，采购商有权自行处置该等产品并要求供应商赔偿相应损失。

15.1.1.2 根据产品的质量缺陷和受损程度以及采购商遭受损失的金额，要求降低产品价格。

15.1.1.3 要求供应商更换有缺陷的产品，以达到合同规定的规格、质量和性能；供应商应承担一切费用和风险并负担采购商遭受的一切损失。

- 15.2 如果采购商提出索赔通知后【7】日内供应商未能予以答复，该索赔应视为已被供应商接受。如果采购商提出索赔通知后【30】日内供应商未能按采购商的要求予以赔偿，采购商将从应付给供应商的款项中扣回索赔金额，同时保留进一步要求赔偿的权利。

16. 不可抗力

16.1 不可抗力事故系指采购商和供应商在签署合同时不能预见的，并且对其发生及后果无法避免和无法克服的事件。签约双方任一方由于受到诸如（但不限于）战争、严重火灾、洪水、台风、地震等自然灾害、瘟疫的影响而不能执行合同时，履行合同的期限应予以延长，延长的期限应相当于事故所影响的时间。

- 16.2 受阻一方应在不可抗力事故发生后尽快用电报、传真或电传等书面形式通知对方，并于事故发生后 14 日内将有关当局出具的证明文件用特快专递或挂号信寄给对方审阅确认；同时，受阻方应尽可能继续履行合同义务，以及寻求采取合理的方案履行不受不可抗力影响的其他事项。一旦不可抗力事故的影响持续【60】日以上，任何一方均可提出终止合同，而无需向对方给予赔偿。

17. 保密条款

17.1 采购商提供给供应商的技术和商务信息只能用于为采购商生产其指定产品之用，不得向第三方泄露。否则供应商应承担相应的法律责任。

17.2 本保密条款在合同终止后继续有效。

18. 以负责的方式发展

供应商知悉圣戈班集团支持联合国全球协议，并已施行负责任的采购政策，这一政策是集团可持续发展政策的重要组成部分。

圣戈班集团特别希望其供应商：

- 无论在其经营活动中或是在进入集团场地时，确保就其生产工序和采用的产品进行了环境风险控制。
- 无论在何国经营都能尊重雇员权利。
- 即使适用的当地法律制度允许，在其生产过程中或提供服务时或进入集团场地时，不得以直接或间接或通过分包的方式采用任何被强制、或被强迫的劳动力、或任何童工、
- 在可能的情况下，为其雇员提供最好的健康和条件，并在其进入集团场地时，遵守所有适用的健康和条件规则。

圣戈班集团对其供应商的态度和期望，参见协议随附的“供应商宪章”。

供应商声明，其已经阅读本规章并遵守该准则

19. 合同的变更、终止和续签

合同的变更须经双方同意并以书面形式做出方为有效，变更的部分构成合同的有效组成部分，与合同具有同等效力。

合同到期，可续签。合同到期，任何一方无意继续续签，则合同到期终止。

合同可因下述任一事件的发生而终止：

- 合同期满；
- 违约方在接到守约方要求其纠正违约行为的书面通知后 60 天内未能纠正违约行为；
- 不可抗力事故的影响持续

【60】日以上；

- 采购商提前 60 天发出书面通知要求终止合同；
- 双方书面同意终止合同；
- 供应商破产、清算、陷于财务困境或被注销；
- 合同约定的其他终止情形出现。

20. 争议解决

凡与合同及本《通用条款》有关的争议，双方应首先协商解决；若协商不成，任何一方均可向采购商所在地的法院申请诉讼解决。

21. 适用法律

合同、订单及本《通用条款》适用中华人民共和国法律。

附件 2:

《圣戈班集团供应商宪章》 《Saint-Gobain Group Suppliers Charter》

Having signed up to the UN's Global Compact, the Group has, since 2003, formalized its values through the General Principles of Conduct and Action applicable to all employees worldwide, and in doing so, confirmed its resolve to work towards responsible business growth.

签署联合国全球契约后，自2003年以来，集团已通过对全球范围内所有员工适用的《行为及行动准则》，以此规范了集团自身的价值观，并且在此过程中，明确了集团努力实现可靠业务增长的决心。

Accordingly, the economic, social and environmental requirements of sustainable development are fundamental elements in the strategy of the Saint-Gobain Group.

在经济、社会和环境要求等方面的可持续性发展是圣戈班集团战略中的基本元素。

For this reason, Saint-Gobain has decided to invite its suppliers to take part in this process within their own sphere of action or influence.

为了达到这一目标，圣戈班集团决定邀请其供应商在他们自身行为和影响范围内参加到本流程之中。

This is the purpose of the present Charter which Saint-Gobain asks its suppliers to support. Their level of commitment in this domain is one of the deciding factors in selecting suppliers and Saint-Gobain will make sure that suppliers fully understand the Charter's contents.

这也是圣戈班当前这份《宪章》之目的，即要求其供应商给予支持。当前《宪章》中描述的准则构成了圣戈班要求其供应商和分包商参加持续改善程序的基本内容。供应商和分包商在这方面的承诺级别，将成为集团对其选择的决定性因素之一。

This Charter is an integral part of the documentation handed out by the Saint-Gobain in support of its consultations and is intended to be included in the contractual documents.

在集团公司发布的用于支持商务谈判的文件中，本宪章是其不可分割的一部分，并且本宪章将会包含于有关的合同文件中。

The Purchasing Departments of Saint-Gobain Group entities may be led, under certain circumstances, to take the measures they deem necessary to ensure full compliance with the Charter, notably by sending out questionnaires or conducting or having conducted specific audits at the suppliers' and sub-contractors' premises.

在某些情况下，圣戈班集团各下属经济实体的采购部门将被要求采取其认为必要的措施，特别是通过分发一些调查问卷或者在供应商或分包商的场所内实施(亲自或通过他人)特定审计的方式，来确保对本《宪章》的充分遵守。

The Saint-Gobain Group expects its suppliers and sub-contractors to be mindful that their own suppliers and sub-contractors enable them to fully support the principles detailed in this Charter.

圣戈班集团希望其供应商和分包商了解，即他们各自自身的供应商和分包商决定了他们是否能够完全支持本《宪章》所详细规定的准则。

Respect the Right to Development

尊重发展的权利

--“Suppliers operate in compliance with this Charter”

-- “供应商遵守该宪章”

Suppliers guarantee their employees a decent standard of living. They participate as much as possible in the development of the country they operate in and work with all types of companies in compliance with this charter.

供应商保障他们的员工舒适的生活标准。

尽可能的参与其生产所在国家的发展，尽可能的和遵守该宪章的公司合作。

Employee Rights

员工权利

Regarding relations with their own staff, suppliers and subcontractors comply with the legal rules and regulations applicable in the countries where they operate as well as the norms set out by the International Labour Organization concerning workers' rights, especially in the area of social security, working hours and conditions, compensation and when it comes to exercising freedom of association.

在与其自身员工的关系方面，供应商和分包商应遵守其经营所在国所适用的法律规则 and 规定，以及国际劳工组织关于劳工权利（尤其是在社会保障、工作时间和工作条件、赔偿以及行使结社自由权利方面）所规定的原则。

In particular, suppliers and subcontractors undertake not to resort in any way, shape or form, either directly or through their own subcontractors or suppliers,

- to forced or mandatory labour,
- to child labour.

需要特别说明的是，供应商和分包商应承诺不直接或者通过其自身的分包商或者供应商以任何方式方法使用：

- 强迫或者强制性劳动，或
- 童工

Finally, they make sure that their working practices are free from any form of job discrimination.

最后，他们应确保其实际工作中不存在任何形式的岗位歧视。

--“Suppliers comply with the norms set out by the International Labour Organization”

-- “供应商遵守国际劳工组织的规定”

Occupational Health and Safety

职业健康和安全

Suppliers and subcontractors endeavour to take the necessary steps to ensure occupational health and safety.

供应商和分包商应努力采取必要措施以确保职业健康和安全。

For their own activities, they implement a policy aimed at identifying and preventing health and safety risks affecting:

- their full-time and temporary members of staff,
- their customers' employees and the users of their products,
- their own suppliers and subcontractors' employees (temporary and full-time),
- the communities surrounding their facilities.

需要特别说明的是，他们应为其自身活动实施一项政策，该政策旨在明确和防止对下列人员健康和安全产生影响的风险：

- 他们的全职和临时员工，
- 他们客户的员工以及他们产品的使用者，
- 他们供应商和分包商的员工(临时或全职)，及
- 他们工作场所周围的居民社区。

They inform the Saint-Gobain Group of any hazards or risks associated with their products or interventions on Saint-Gobain sites. 他们确保通知圣戈班任何和他们产品或与在圣戈班工厂的活动相关的毒害物或风险。

Finally, they make sure that their employees fully comply with both regulations and Saint-Gobain Health and Safety standards when called out to work on Saint-Gobain sites. They inform Saint-Gobain of any incidents or non-conformities occurring.

最后，他们应确保其员工在被指派到圣戈班集团的工作现场进行工作时，应该充分遵守所有适用的健康和安全

指令。他们确保通知圣戈班当有任何事故和不符合项的发生。

--“Suppliers inform the Saint-Gobain Group of any hazards or risks associated with their products or interventions”

-- “供应商确保通知圣戈班集团有关他们的产品和施工的危害物以及风险”

Environmental Commitment

-- “Suppliers limit their impact on ecosystems and biodiversity”

-- “供应商应减少他们对生态系统和生物多样性的影响”

承诺环境保护

Suppliers and subcontractors implement policies on managing and improving their manufacturing processes, which are designed to limit their environmental footprint throughout the life cycle of the products they supply.

供应商和分包商应执行相应的政策进行管理和改进生产流程，这些政策旨在限制其供应的产品对环境的影响。

In particular, they strive in their respective domains to:

- reduce their impact on ecosystems and biodiversity,
- optimise consumption of natural resources and energy,
- reduce emissions of greenhouse gases, pollutants and volatile organic compounds,
- reduce quantities of waste released and develop recycling and recovery solutions.

需要特别说明的是，他们应努力在其各自领域内，

- 减少对生态系统和生物多样性的影响
- 优化他们对自然资源和能源的消耗
- 减少温室气体，污染物和不稳定的有机化合物的排放
- 减少废弃物排放数量，并开发回收和循环利用解决方案。

They identify and quantify the significant environmental aspects of their activities, products and services. They ensure a traceability of raw materials, components and materials necessary for the provision of services or property.

识别和量化其生产活动，产品和服务中涉及的重点环境影响因素，确保其提供的服务和资产中使用到的原材料，备件有可追溯性。

Suppliers shall be duty-bound to Saint-Gobain to disclose any product information required for the Group’s Environmental policy to be applied, especially in terms of Carbon Footprint and Life Cycle Assessment.

供应商有责任透露适用于圣戈班环境政策所要求的任何产品信息，尤其在碳排放量和生命周期评估方面。

Suppliers and subcontractors encourage the development and distribution of environmentally-friendly technologies and work towards achieving the targets listed above.

供应商和分包商应鼓励环保技术的开发和传播，并应为实现上述目标而努力。

Legal Compliance Commitment

承诺遵守法律

Suppliers carry on their activities in strict compliance with applicable domestic and international legal standards.

供应商和分包商严格按照适用的国内和国际法律标准开展活动。

In particular:

- They reject any actions liable to falsify or distort free competition or market access or infringe on the
- applicable legal rules concerning competition law,
- They reject any form of active or passive corruption in domestic or international transactions,
- They refrain from any practice aimed at influencing, either directly or indirectly, any Saint-Gobain employee with whom they have a business relationship in developing their relations, whether personally or in whatever shape or form.

特别是：

- 他们应禁止任何旨在歪曲或扰乱自由竞争或市场准入，以及违反竞争法相关适用条款的行为，
- 他们应拒绝在国内或国际交易中任何形式的主动或被动腐败，
- 他们在拓展商业关系的过程中，不得做出直接或间接使其存在业务往来的任何圣戈班员工获利的做法，不管是通过个人还是任何其它形式。

Suppliers agree to provide only products that comply with national, European and international laws and regulations, as required by the country of distribution. Suppliers have to be mindful that their own suppliers allow them to fully adhere to the principles detailed in this Charter.

供货商同意只提供符合接收国认可的国际，欧洲，国家法律法规的商品。供货商需要注意其本身的供货商也毫无保留地遵循这个宪章中的准则。

-- "Suppliers carry on their activities in strict compliance with applicable domestic and international legal standards"

-- "供供应商应严格遵守适用的国内和国际的法律标准"

附件 3:

负责任发展条款
(2018 年 11 月版本)

负责任发展

1 – 负责任采购

圣戈班集团已签署“联合国全球契约”并且适用“经合组织跨国企业准则”以及“劳工组织宣言”（国际劳工组织）中规定的基本原则和工作权利。在这个背景下，作为集团负责任发展政策不可分割的一部分，着重采用了负责任采购政策。

圣戈班集团对其供应商的要求和期望请见随附的“供应商宪章”（以下简称为“宪章”）。

除本宪章以外，圣戈班还为供应商建立了专业举报系统，以便供应商报告任何不符合适用法律法规、国际规则或宪章的事件或行为。任何举报都可以通过电子邮件发送到：external.csr-alert@saint-gobain.com。

作为“负责任采购”政策的一部分并且在警戒计划的应用中，如有必要，圣戈班在根据国际标准通过文件审核或现场审计评估供应商的环境、社会和道德实践之前将基于风险映射进行供应商分析（以下简称为“评估”）。如果这些评估显示使用的标准参考框架与供应商实践之间有任何差异，圣戈班将对供应商规定需要执行的纠正措施。如果未执行这些措施，将导致将供应商从名单中除名，并由于违约提前终止本协议以及与圣戈班集团公司签署的所有其他协议。

供应商确认已阅读并将遵守宪章。供应商确认[圣戈班公司]可以对供应商进行评估并同意对此提供必要协助。

2 – 合规

供应商承诺履行本条规定的合规义务。此外，供应商应当要求自己的供应商和分包商遵守同样的规则。圣戈班有权进行审计以确保遵守这些规则。

根据情况，本条中使用的“圣戈班”一词可以指[圣戈班公司]和/或属于圣戈班集团的所有公司和法人实体。圣戈班集团由“Compagnie de Saint-Gobain”（法国圣戈班集团）直接或间接拥有和/或控制（控制采用法国商法典第 L233-3 中规定的意义）的所有公司和法人实体组成，Compagnie de Saint-Gobain 是一家总部位于 18 avenue d’Alsace, 92400 Courbevoie, France（法国库尔布瓦）的法国公司。

反腐败

供应商保证没有向圣戈班、圣戈班聘用的任何人员或任何第三方提供或承诺任何不当利益，以获取本协议的利益。

供应商应当遵守并要求其所有关联公司、高管、员工、代表、分包商和代理（“**供应商代表**”）遵守供应商宪章和防止腐败的适用法律。特别是，供应商和供应商代表不得直接或间接地向任何公职人员或任何其他人员承诺、提供或给予任何不当利益，从而使该人员的行为或不作为违反了法律或专业义务。

供应商应当根据其所在国家的公认会计准则准确记账，并准确记录本协议产生的所有资金流量；并且在本协议履行期间如果知道任何试图贿赂或腐败行为，应当立即通知圣戈班。

- 经济制裁

供应商承诺遵守适用于本协议涵盖活动的任何经济制裁方面的法律法规。其中可能包括联合国、美国或欧盟通过的文书。

对于与执行本协议有关的所有事项，供应商承诺其不会与被美国或欧盟禁止或限制进行商业交易的任何个人或实体进行交易。

如果本协议涵盖的任何材料、产品和/或部件（包括软件或服务）全部或部分受到任何再出口限制的约束；和/或来自于美国或包含在美国制造的部分，供应商承诺将立即通知圣戈班。在任何此类情况下，供应商应当向圣戈班提供所有相关（并且合理必要的）信息和文件。

- 义务中止

在任何时候，如果有新的经济制裁和/或出口规定生效并且导致本协议无法执行或对一方构成违法，则任何一方有权暂时或决定性地中止履行本协议项下义务，对另一方无需承担任何责任。

- **3-保护生物多样性**

圣戈班集团采用了随附的“木材政策”，该政策规定了圣戈班集团公司在购买和/或销售木材产品时必须采取的负责任行为，以应对可持续发展的挑战。

在这个背景下，圣戈班集团希望其供应商能参与这项政策，特别是通过支持经 FSC 或 PEFC 认证的木材供应。

供应商承诺向[圣戈班公司]提供相应的证书，或如果木材没有经过认证，将使用附录[●]中的模板提供一份宣誓声明，以证明所用木材的砍伐地点和种类。供应商还承诺将更新证书或向买方告知影响或可能影响上述宣誓声明的任何情况。

圣戈班集团已经采用了随附的“生物多样性政策”，以响应可持续发展的挑战。在这个背景下，圣戈班集团希望其供应商可以参与该政策，特别是使用附录[●]中的模板通过向[圣戈班公司]提供一份宣誓声明，以证明其开采的砂的产地和类别（地下/海洋/河流/沙漠）。

供应商还承诺将更新证书或向[圣戈班公司]告知影响或可能影响上述宣誓声明的任何情况。

此外，供应商承诺采取负责任的开采方法，例如恢复采矿地点、尊重当地居民和爱护环境。

- **4-供应商违反义务**

- 评估和审计

供应商授权圣戈班在任何时候进行评价和审计，以确保供应商遵守其在“**负责任发展**”条款下的义务。对此，供应商将提供准备和进行评估或审计所需的所有文件和数据，并允许进入供应商或其关联公司的现场。

评估或审计的组织和履行可能包括交换和储存个人数据，主要与工作相关。

- 协议中止

如果[圣戈班公司]有理由认为供应商没有履行**负责任发展**条款中包含的义务，则[圣戈班公司]将通知供应商并可能中止履行本协议，直到供应商提供合理证明，表明其没有违约或将停止违约。在任何情况下，[圣戈班公司]均无需为由于协议中止对供应商造成的任何损害或损失承担责任。

- 协议终止

如果供应商或供应商实际违反了**负责任发展**条款的规定，则[圣戈班公司]将有权通过带回执的挂号信形式终止协议，依法立即生效，无需支付任何赔偿，也不会影响[圣戈班公司]根据法律规定可以提出的任何损害赔偿或救济。

本协议其他地方提到的任何一般责任排除或限制将不适用于由于供应商违反“**负责任发展**”条款项下的义务引起或与之相关的索赔。

Original

General Terms and Conditions For Purchase

1. Definition and Description

“Purchaser” means the unit which purchases products, ie. Saint-Gobain Abrasives _____ Co., Ltd.

“Supplier” means the unit which shall execute Contract with the Purchaser and provide products to the Purchaser.

“Correspondence” means all duly correspondence between the Purchaser and Supplier executed by the respective legal representative or authorized representative of both Parties, which note the performance, interpretation, any amendment and modification of the Contract.

“Manufacturer” means the production unit which manufactures, executes, processes and picks up and produces the Products of the Contract. The Manufacturer shall be the Supplier of the Contract. Upon the prior consent of the Purchaser, the Manufacturer may be the third party exclusive of Supplier.

“Date” means calendar date.

“Written document” means any performance document of the Contract in the form of hand-writing, printing, press or copy, including letters, documents, 【E-mail】 and fax.

2. Qualification of the Supplier

2.1 All suppliers, which provide products and service to the Purchaser, shall have relevant effective qualification required by the State and/or the Industry. The Supplier shall show the originals of the relevant qualification certificate to the Purchaser before execution of the Contract, and give the copy to the Purchaser for filing.

2.2 If the Supplier is found unable to provide the relevant qualification certificate, or provide wrong/false certificate, the Purchaser has right to cancel/terminate the Contract executed with the Supplier, and the Supplier shall assume all the liabilities and compensate the Purchaser for all relevant losses; If the Purchaser agrees to accept part of products and/or service, the Purchaser shall only pay the Supplier for the accepted products and/or service. The price of the accepted products and/or service shall be calculated basing on the price of the original order, but the Supplier shall assume all compensation liability to the risk and losses suffered by the Purchaser arising hereof.

3. Manufacture/Subcontract/Transfer of Contract

3.1 All the products under the Contract shall be manufactured and provided by the Supplier. The Supplier shall not subcontract or transfer the manufacture of Products in all or part to any third party without the prior written consent of the Purchaser, otherwise the Purchaser shall have right to reject or refuse to pay for the transferred or subcontracted Products.

3.2 With the written consent of the Purchaser upon the application of the Supplier and delivery of all qualification certificate and other related documents of subcontractor or transferee, the Supplier may subcontract or transfer in all or part of the manufacture of Products to a third party, but the Supplier shall deliver the relevant contracts and agreements executed by it with the third party to the Purchaser for filing. The Supplier shall still assume all the liabilities and duties regarding the subcontracted /transferred Products to the Purchaser.

4. Transfer of the Ownership and Risks of Products

The ownership and risk of the Products shall be transferred to the Purchaser from the date of acceptance of the Products upon inspection by the Purchaser according to Article 9.2 of this General Terms.

5. Supply of the Products

5.1 the Supplier shall supply the Products according to the specification, quantity, quality standard, time and place of the supply, transportation and packaging manner provided in the Contract. During the performance of the Contract, the Purchaser may amend the supply time properly, but it shall put it forward within 【 】 days before the original supply time.

5.2 In performance of the Contract, if there is any event which may prevent the Supplier from delivering products on time/in full quantity,

5.2.1 the Supplier shall notify the fact and reason of delay/shortage, the period of time to be delayed and the cause of delay to the Purchaser in writing within 24 hours. After receipt of the notice, the Purchaser shall check the information as soon as possible, and decide according to the circumstances whether to extend delivery time or accept shortage by amending the Contract.

5.2.1.1 If the use of the Purchaser is not affected, the Purchaser may agree to amend the Contract, postpone the time of delivery or accept the shortage according to circumstances.

5.2.1.2 If the use of Products by the Purchaser is affected, the Purchaser may purchase part or all of the Products from a third party. The balance between the expense arising thereof and the Contract price shall be borne by the Supplier. The expense may include:

-The balance between the market price when purchasing from the third party and the Contract price; and

- The balance between the actual expense when the Purchaser accepts the products (including but not limited to _____) and the actual expense provided in the Contract.

- The above-mentioned expense, which shall be borne by the Supplier,

shall be deducted from the amount payable to the Supplier by the Purchaser. If the amount payable to the Supplier by the Purchaser is less than such expense, the Purchaser shall have right to require the Supplier to pay the short part in addition. The quantity of the Products ordered to the Supplier shall be adjusted accordingly. At the same time, the Purchaser will reserve the right to further claim.

5.2.2 If the Supplier does not notify the fact and reason of delay/shortage, the period of time to be delayed and the cause of delay to the Purchaser in writing within 24 hours, the Supplier shall not only pay the balance provided in Article 5.2.1.2 of this General Terms, but also pay the liquidated damages for delay provided in Article 14 of the General Terms.

5.3 The delivered Products shall be unused and new products. If there is a sample sealed up for keeping, the delivered Products shall be the same as the sample. There shall be no intellectual property lawsuits, infringement or third party right to the delivered Products. Otherwise, the Supplier shall compensate for all losses suffered by the Purchaser.

6. Packaging

6.1 The packaging of all the Products supplied by the Supplier shall have good protection measures such as moistureproof, quakeproof, rustproof, blastproof and shall be easily loaded and unloaded, in order to ensure the Products can be carried to the designated delivery place safely and intact.

6.2 The detailed manner and requirements of packaging shall be provided in the Contract.

6.3 The packaging or delivery documents shall record the name of the Products, quantity, manufacturer and contract number and shall mark warning symbols for loading and unloading on the notable place.

6.4 If the quantity or quality of the Products can not meet the provisions of the Contract due to the poor packaging quality of the Supplier, the Purchaser shall have right to require price deduction, replacement or rejection of part or all of the Products. The Supplier shall assume all responsibilities arising thereof and compensate for all the losses suffered by the Purchaser.

7. Transportation, Loading and Unloading

7.1 The Supplier shall be responsible for the arrangement of transportation and bear the transportation fees and loading fees. The Supplier shall also be responsible for unloading at the delivery place and bear the relevant fees.

7.2 The detailed requirements for

transportation are provided in the Contract.

8. Quality Requirement

8.1 The detailed standard and requirement of the quality are provided in the Contract.

8.2 The Products under the Contract shall meet relevant National Standard of China, Industry Standard and the provisions of the Contract to the quality.

8.3 The Products under the Contract shall meet design regulations and requirements of drawings.

8.4 The legal metric unit of measurement of PRC shall be used unless provided otherwise in the Contract.

8.5 The Products of the Supplier shall meet the requirements of national environmental laws and regulations (including the requirements of Purchaser's ISO14000 environmental system), and shall not result into environmental pollution; Meanwhile, such Products shall meet the requirements of OHSMS18000 Work Safety and Health Management System Standard of the Purchaser, shall not harm the health of the people who touch the Products.

8.6 If the quality of the Products supplied by the Supplier can not meet the National Standard of China, Industry Standard and the provisions of the Contract, the Purchaser shall have right to require depreciation, replacement or rejection of part or all of the Products. The Supplier shall assume all responsibilities arising thereof and compensate for all the losses suffered by the Purchaser.

9. Inspection

9.1 Original Place Inspection: The Manufacturer shall make inspection according to Manufacturer's standard at the place of manufacture. Before delivery, the Manufacturer shall make exact and comprehensive inspection to the interior and surface quality, specification, performance, quantity and weight of the Products, and issues quality inspection certificate.

9.2 Arrival Inspection: After the Products are carried to the delivery place appointed, the Purchaser shall inspect the surface quality and quantity of the Products according to the provisions of the Contract.

9.3 The inspection provided in Article 9.2 of this General Terms is just the inspection to the surface and quantity of the Products; the acceptance upon the result of such inspection shall not exempt the responsibility of the Supplier to the interior quality of the Products. If the Purchaser finds that there is a quality problem when using the Products, the Purchaser shall still have right to claim to the Supplier.

10. Warranty Period

10.1 As to the Products provided by

Supplier, if there is a clear provision to the Warranty Period in the Contract, the Warranty Period provided in the Contract shall prevail, if there is no clear provision in the Contract, the Warranty Period for the Products shall be **【 one 】** year (commencing from the date of formal acceptance of the Products by the Purchaser.)

10.2 Within the Warranty Period, the Supplier shall be responsible for the replacement, free of charge, of the defective Products and provide other services. As long as the Purchaser issues its written requirement, the Supplier must give its written reply within 2 days; if the Purchaser considers necessary, the Supplier shall assign personnel to solve the problem on site, and the expense shall be borne by the Supplier.

10.3 The Supplier shall replace, free of charge, the defective Products within the time required by the Purchaser, otherwise the Purchaser shall have right to reject the Products or replace the Products by itself. In case the replacement is made by the Purchaser, the Purchaser shall have right to ask the Supplier to reimburse the actual expenses of the replacement or deduct such expenses directly from the Contract Price payable to the Supplier by the Purchaser. If the Contract Price is not sufficient to compensate for the loss of the Purchaser, the Purchaser shall have right to require the Supplier to pay the short part in addition. Other rights of the Purchaser under the Contract to the Supplier shall not be affected and the Purchaser reserves the right to further claim.

10.4 If the Products after replacement can still not meet the quality standard, the Purchaser shall have right to reject the Products and claim to the Supplier.

11. Insurance

11.1 The Supplier shall be responsible to purchase at its own cost all transportation insurance to cover the transportation of Products to the destination designated by the Purchaser in order to ensure the Products can be delivered in time and entirely.

11.2 The Supplier shall be responsible to buy at its own cost sufficient product liability insurance.

12. Price and Payment

12.1 The Contract Price is inclusive of tax (VAT included). The Purchaser shall not pay any other taxes and fees to the Supplier regarding the delivery of the Products under the Contract besides the Contract Price.

12.2 The Purchaser shall make the payment according to the way and time of the payment provided in the Contract after receipt and acceptance of the invoice and relevant documents. The invoice shall indicate the Contract number.

12.3 The way and time of payment is

provided in the Contract.

13. The Collateral Duties of the Supplier under the Contract

13.1 The Supplier shall provide the Purchaser with the report on the ingredients of the Products, quality inspection report and other documents.

13.2 If the Supplier is not the Manufacturer, the Supplier shall provide the name, legal address and contact manner of the Manufacturer and other details. If the Supplier is not the designated agency for sales of the Products provided in the Contract, the Supplier shall provide sales agency proxy or other proving documents issued by the Manufacturer.

13.3 The Supplier shall stamp on the data of the sample and the sample in order to prove that the Supplier has reviewed these data according to the Contract.

13.4 The Supplier shall provide effective suggestions on the storage, maintain and use of the Products.

13.5 The above services have been considered thoroughly by the Supplier when making its offer and the consideration to the services is included in the total Contract Price.

13.6 The Supplier is aware that the Saint-Gobain Group supports the UN Global Compact and has adopted General Principles of Conduct and Action available on the Internet site: <http://www.saint-gobain.com>. The Supplier declares that it has read these Principles and warrants that it:

- has controls on environmental risks related to its production process and the products used by it whenever in its business or working on the sites of Saint-Gobain Group.

- respects employee rights wherever it has business.

- does not employ or use, even if permitted under applicable local legislation, any forced or compulsory labor or to any child labor, either directly or indirectly or through sub-contractors, in its production or when providing services or when working on the sites of Saint-Gobain Group.

- provides its employees with best health and safety conditions in its capacity and observes all applicable health and safety rules when working on the sites of Saint-Gobain Group.

14. Compensation For Delay

14.1 Even though a written notification of the Supplier regarding the fact and reason of delay/shortage and the period of time to be delayed and the cause of delay is sent to the Purchaser within 24 hours in case there is an event preventing the Supplier from delivering

products on time/in full quantity, if such delay or short delivery exceeds 【30】 days(except that the delay or short delivery is caused by the force majeure provided in these General Terms), the Supplier shall be punished with liquidated damages for delay in addition. The Purchaser shall also have right to terminate the Contract due to the breach of the Supplier.

14.2 The liquidated damages for delay shall be deducted from the amount payable to the Supplier by the Purchaser. The rate of the liquidated damages for delay shall be 2% of the sum of delayed Products per day, less than one day shall be deemed as one day. If liquidated damages for delay have cumulated to 20% of the sum of delayed Products and the Supplier still fails to deliver, the Purchaser shall have the right to terminate the Contract. If the amount payable to the Supplier by the Purchaser is not sufficient to be deducted for the liquidated damages for delay, the Purchaser shall have right to require the Supplier to pay the short part of the liquidated damages for delay in addition. If the liquidated damages for delay are not enough to compensate for the actual loss suffered by the Purchaser, the Purchaser shall have the right to ask the Supplier to compensate for its actual loss.

15. Defect Claim

15.1 The inspection shall be subject to the inspection conclusion issued by the Quality Inspection Department of the Purchaser. If the Supplier disagrees to the conclusion, an independent inspection institute acceptable to both Parties (the "Independent Inspection Institute") may be invited for inspection, and shall issue relevant document basing on which the Purchaser may claim for compensation to the Supplier. If the quality defect is confirmed by the inspection conclusion issued by the Independent Inspection Institute, the Supplier shall bear the inspection fee; otherwise, the Purchaser shall bear it. If the Independent Inspection Institute acceptable to both Parties cannot be selected within 30 days after issuance of quality dispute, the inspection conclusion issued by the Quality Inspection Department of the Purchaser shall prevail.

15.1.1 The Supplier shall assume all responsibilities to the unconformity of the Products with the requirement of the Contract. The Purchaser shall have right to claim for compensation to the Supplier regarding the quality defect of the Products by taking one or several ways below:

15.1.1.1 Rejection/return The Supplier shall repay the amount of the rejected/returned Products to the Purchaser in the same currency as that provided in the Contract, and bear all losses and fees arising in the return of Products, including but not limited to interest, bank charge, transportation and

insurance fees, inspection fee, storage fee, loading and unloading fees, and other necessary fees for safekeeping of the rejected Products. If the Supplier rejects the Products rejected/returned by the Purchaser, the Purchaser shall have right to dispose at its own decision such Products and require the Supplier to compensate for the loss.

15.1.1.2 The Purchaser may require to reduce the price according to the quality defect, extent of damage, and the amount of the loss suffered by the Purchaser.

15.1.1.3 The Purchaser may require the Supplier to replace the defective Products in order to meet the specification, quality and performance requirement provided in the Contract; the Supplier shall assume all the fees and risks and bear all the loss suffered by the Purchaser.

15.2 If the Supplier doesn't reply within 【7】 days after the claim notice is issued by the Purchaser, such claim shall be deemed as having been accepted by the Supplier. If the Supplier fails to compensate to the Purchaser within 【30】 days after receipt of the claim notice issued by the Purchaser, the Purchaser will deduct the claimed amount from the amount payable to the Supplier, meanwhile, the Purchaser shall reserve the right for further claim.

16. Force Majeure

16.1 Force Majeure Event means any event unforeseeable to the Supplier and the Purchaser when executing the Contract, and the occurrence and consequences of which cannot be avoided or overcome. If either party is prevented from performing the Contract due to war, nature disasters, such as but not limited to, serious fire, flood, typhoon, earthquake, etc, and pestilence, the term for performance of the Contract shall be extended and the extended term shall be equivalent to the time affected by the event.

16.2 The party which is prevented from performing the Contract shall notify the other party by telegraph, fax, electrical transmission or in other written form as soon as possible after occurrence of the event, and send within 14 days after occurrence of the event the proving document issued by the relevant authority or notary office by express delivery or registered letter to the other party for review and confirmation; meanwhile, the party which is prevented from performing the Contract shall continuously perform its obligations under the Contract as much as possible and shall seek reasonable measure to perform other obligations which are not affected by Force Majeure Event. Once the influence of the Force Majeure Event exceeds 60 days, either party may terminate the Contract without compensation to the other.

17. Confidentiality

17.1 The technical and commercial information provided by the Purchaser to the Supplier shall only be used for production of the Products designated by the Purchaser, and shall not be disclosed to any third party. Otherwise the Supplier shall take the relevant legal liabilities.

17.2 This confidential provision shall survive the termination of the Contract.

18. Modification, Termination and Renewal of the Contract

Any amendment to the Contract shall be effective only after it is agreed by both Parties and made in writing. The amendment composes an integral part of the Contract and shall have the same legal effect as the Contract.

The Contract may be renewed upon its expiry. If neither party intends to renew the Contract, the Contract shall be terminated upon its expiry.

The Contract may be terminated if any of the following events occurs:

Expiry of this Contract;

The default party fails to correct its default within 60 days after receiving the written notice of the non-default party asking the default party to correct its default;

The influence of the Force Majeure Event exceeds 60 days;

Termination by the Purchaser with a 60-days prior written notice;

Both Parties agree to terminate this Contract in writing;

The Distributor is in bankrupt, liquidation, financial difficulty or de-registered;

Other termination events defined in this Contract.

19. Settlement of Disputes

All disputes in connection with the Contract and the General Terms shall firstly be settled through friendly consultation; if the dispute can not be solved though consultation, it may be submitted by either party to the court where the Purchaser is located.

20. Governing Laws

The Contract and the General Terms are governed by the laws of PRC.

21. Effectiveness

21.1 The General Terms shall be effective on the date of signature and stamp by the respective authorized representatives of both Parties, and be binding on both Parties.

21.2 The term of General Terms is equivalent to the term of the Contract.

21.3 The General Terms is signed and stamped on (date).

22. Responsible Development

The Supplier is aware that the Saint-Gobain Group supports the UN Global Compact and has adopted General Principles of Conduct and Action available on the Internet site: <http://www.saint-gobain.com>. The

Supplier declares that he has read these Principles.

The Saint-Gobain Group notably expects its suppliers:

- to make sure that they have control of environmental risks related to both their processes and the products they use whether in their activity or when intervening on Group sites.

- to respect employee rights regardless of the country in which they operate.

- to refrain, even if permitted under applicable local legislation, from resorting to any forced or compulsory labor or to any child labor, either directly or indirectly or through sub-contractors, in the course of their production processes or when providing

services or when intervening on Group sites.

- to provide their employees with the best possible conditions of health and safety and to observe, during their interventions on Group sites, all applicable health and safety rules.