



Medtronic Terms and Conditions of Purchase

美敦力采购条款和条件

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

“美敦力”或“Medtronic”向其供应商购买货物，双方应遵守本采购条款与条件。

1. Definitions 定义

Contract means a contract for the purchase of Goods in accordance with Clause 2. 合同系指第二条规定的货物采购合同。

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)。

Goods means all goods, machinery, equipment, software or other materials 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，以及一切工作和服务，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，若订购单有规定，还包括货物的安装和/或调试。

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。

Terms means these Terms and Conditions of Purchase. 条款系指本采购条款与条件。

PRC for the purpose of the Contract means the People’s Republic of China, excluding Hong Kong, Macau and Taiwan. 中国就合同而言，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, Medtronic shall place with the Supplier a written Purchase Order setting out a full description of the Goods to be purchased, the required delivery date or dates, and the delivery point.

为购买货物，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、所要求的交货日期和交货地点。

2.2 A Contract shall be formed by and upon the Supplier accepting in writing a Purchase Order from Medtronic and each Contract shall be governed by these Terms.

供应商书面确认美敦力提交的订购单时，合同即告成立，并且每一份合同均受该等条款约束。

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.

该等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。

3. Complete Agreement 完整协议

3.1 These Terms shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party.

该等条款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 stated in or attached to the Supplier’s communications to Medtronic, including but not limited to acknowledgements or invoices, are applicable to the Terms in any way and are not to be considered the Supplier’s exceptions to the provisions of the Terms.

供应商发给美敦力的信函中所述或所附的任何条款和条件，包括但不限于确认函或发票，均不得在任何方面适用于该等条款，亦不得视为供应商针对该等条款的例外规定。

3.3 Trade custom, trade usage and past performance are superseded by the Terms and shall not be used to interpret the Terms.

该等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该等条款。

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 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. Delivery involving services shall be considered performed on the date of an acceptance test satisfactory to Medtronic.

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时间因素至关重要。交货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时视为完成。涉及服务的交付在 Medtronic 验收测试满意之日视为完成。

- 4.2 Unless otherwise agreed, Medtronic will not accept part delivery of the Goods. 除另有约定外, 美敦力不接受部分交货。
- 4.3 Late delivery or delivery of an excess quantity of Goods shall entitle Medtronic to return the Goods to the Supplier at the Supplier's cost. 迟延交货或者超额交货的, 美敦力有权将货物退还供应商, 并由供应商承担相应费用。
- 4.4 The Supplier shall provide written notification to Medtronic 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.
合同项下的履行行为发生实际迟延或可能发生迟延的, 供应商应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 to be supplied by the Supplier under any Purchase Order. The SUPPLIER shall not alter or vary the Goods, except as directed in writing by Medtronic.
美敦力保留变更供应商根据任何订购单应提供的货物的权利。除非经 Medtronic 书面指示, 供应商不得修改或改变货物。
- 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 In the event of cancellation under clause 5.2, and subject to clause 4.3 and 15, the Supplier shall be entitled to remuneration for the value of the Goods delivered as at the date of cancellation of the Purchase Order.
根据第 5.2 条规定取消的, 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 supplied shall conform to the standards and specifications described in the Contract. The Goods supplied shall also meet the national and/or industry standards of the PRC if such standards exist.
供应商提供的所有货物应符合合同所述的标准和规格。提供的货物亦应符合中国国家和/或行业标准, 如果存在该等标准。

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/或退化。
- 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 are subject to:
如果货物受以下法律、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

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有关危险废物处置的法律、法规；

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

其他任何相关环境、卫生或安全法律、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 labour, 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，以及任何机关根据该等条款课征的销售税、消费税、货物和服务税或其他税项或关税。

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 Payment of the purchase price shall be made 90 days from the date of receipt of the Supplier's invoice. 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 supplied under these Terms, free and clear of any liens, restrictions, reservations, security interests and encumbrances.

供应商保证，其对根据该等条款供应的所有货物拥有完整的、不受限制的所有权，不存在任何留置权、限制、保留、担保权益或产权负担。

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.

在不限制前述规定的前提下，供应商明确放弃一切其可能拥有的留置权，无论法定的或其他留置权，并且供应商同意就任何第三方针对供应商直接或间接就货物提起的索赔，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, title and risk of loss shall pass to Medtronic upon delivery of the Goods provided that, if the Goods are non-conforming or defective, the Supplier shall bear the risk of loss as to the Goods until the defect is remedied by the Supplier.

在不损害美敦力拒收货物的权利的前提下，货物交付后，其所有权和损失风险转移至美敦力，但是，如果货物不合格或存在缺陷，供应商应负责承担货物损失风险，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。

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, 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.

供应商应自费获得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。

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: (i) failure to obtain or comply with the above-mentioned permit, approval or authorization; or (ii) failure to observe the abovementioned laws and regulations.

供应商应赔偿并保证 Medtronic 将不承担因供应商、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：(i) 未获取或未遵守前述许可、批准或认可；或 (ii) 未遵守前述法律、法规的规定。

14.3 The Supplier represents and warrants to Medtronic that the Goods supplied under these Terms shall:

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供应商向美敦力声明并保证，根据该等条款供应的货物：

- (a) Be fit for their intended purpose; 适用于其指定目的；
- (b) Comply with the requirements of all relevant laws and standards in the PRC;
符合中国国内所有相关法律和标准的要求；
- (c) Conform in every respect to the applicable Purchase Order including without limitation, all specifications, drawings, samples or other descriptions; and
符合相关订购单，包括但不限于全部规格、图纸、样品或其他描述；以及
- (d) Be of the highest quality and free from any defects in design, manufacturing, materials and workmanship.
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。

15. Defective Goods 瑕疵货物

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

如果货物（或其部分）不符合订购单的描述，美敦力有权拒收货物，且供应商应立即返还购买价格，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，免费并令美敦力满意地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.

不损害美敦力根据该等条款、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/或更换货物中存在的任何瑕疵或不足。

15.4 Acceptance of or payment for all or any part of the Goods 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. 对全部或部分货物的接受或付款，不得视为美敦力放弃其与货物有关的合同、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

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 supplied, or any act or omission of the Supplier, officers, employees, agents or subcontractors under a Contract.

对于因与所供应的任何货物有关的人员伤害、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

If the Supplier:

如果供应商：

- (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;
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；
- (b) Is adjudged bankrupt or if it shall make a general assignment for the benefit of its creditors;
被判决破产，或者为其债权人利益进行概括转让；
- (c) 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; or

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- 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；或者
- (d) Ceases to carry on business or any license or authorization it requires to carry on business is suspended or revoked, 停止业务运营、或其经营所需的执照或授权被暂停或撤销，
- then Medtronic may, without prejudice to any other rights or remedies it may have hereunder, terminate any Contract. 则美敦力除其根据该等条款可能享有的其他权利或救济外，有权终止合同。

19. 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。

20. TOOLS, PATTERNS, SAMPLES 工具、模型、样品等

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.

Medtronic 提供的工具、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 Medtronic，在未经 Medtronic 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。它们应得到保护，免于未经授权的检查和利用。

21. MEDTRONIC' PROPERTY AND INFORMATION

Medtronic 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 delivered or consumed in the performance of the Contract.

为履行合同而提供给供应商的 Medtronic 的财产，例如图纸、规格、数据和类似财产，应当仍然是 Medtronic 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 Medtronic 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起立即成为 Medtronic 的财产。所有该等 Medtronic 财产应当被标记为 Medtronic 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 Medtronic 提供的财产应当以接受时同样的状况返还 Medtronic，允许合理的磨损；但是该财产已经整合入已交付货物中或者在履行合同中消耗掉的除外。

22. Intellectual Property

知识产权

- 22.1 Medtronic shall at all times retain title to the copyright and any other intellectual property rights in any plans, designs, sketches, drawings, blue prints, patterns, models, tools, dyes, moulds, special appliances, materials and patents and in any other document, material or information furnished by Medtronic (whether furnished by Medtronic in connection with Purchase Order or produced, discovered by the Supplier for the purposes of Purchase Order) ("Medtronic IP"). 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.

Medtronic 应在任何时候保留其在由其提供的任何计划、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、材料和信息中的著作权和任何其它知识产权（无论是由于订购单之目的而由 Medtronic 提供，或者因履行订购单之目的而由供应商创作或发现）（“Medtronic 知识产权”）。订购单期限内，Medtronic 知识产权应被视为委托给供应商，供应商作为受托人持有 Medtronic 知识产权并自担风险。

- 22.2 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 except for any Medtronic IP, or have obtained for Medtronic all required licenses for the purpose of Purchase Order, the Supplier agrees to indemnify and forever hold harmless Medtronic 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有关的除 Medtronic 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 Medtronic 获得了所有必要的许可，供应商同意使 Medtronic 从任何违背此担保的行为中免受损害，并永远从中免责。

- 22.3 Medtronic IP shall only be used by the Supplier in the production for Medtronic of the Goods or the performance of related services.

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供应商应仅在为 Medtronic 制造货物或提供相关服务时使用 Medtronic 知识产权。

- 22.4 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 Medtronic 知识产权或其中权利的暗示性或明确转让，也不被解释为 Medtronic 知识产权或其中权利的许可，供应商无权得到与 Medtronic 知识产权有关的担保权益、费用或其它形式的附带款项。
- 22.5 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 is 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。Medtronic 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。
- 22.6 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 Medtronic 提供给供应商的信息，包括 Medtronic 知识产权，进行未授权拷贝。

23. CONFIDENTIALITY 保密

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. 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.

供应商承诺，其自身以及其员工、代理人 and 分包商会充分尊重 Medtronic 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 Medtronic 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 Medtronic 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。

24. 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)。

25. Jurisdiction and Arbitration 管辖和仲裁

- 25.1 These Terms and any Contract formed hereunder are governed by and must be interpreted in accordance with the laws of the PRC. 该等条款及根据该等条款成立的合同，受中国法律管辖，并应据其进行解释。
- 25.2 Any dispute arising out of or in connection with the Contract, and/or these Terms, including its existence, validity or termination, shall be finally submitted to Shanghai International Economic and Trade Arbitration Commission (the "Commission") for resolution by three arbitrators in accordance with the Commission's arbitration rules then in effect. The language to be used in the arbitration shall be Chinese. The seat of Arbitration shall be Shanghai. The arbitral award shall be final and binding upon both parties hereto. 因合同和/或该等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，均应提交上海国际经济贸易仲裁委员会 ("委员会") 根据委员会当时有效的仲裁规则由三名仲裁员仲裁解决。仲裁过程使用的语言应为中文。仲裁地点在上海。仲裁结果是终局性的并对双方具有约束力。

26. Miscellaneous 其他

- 26.1 The Goods 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.

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货物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。

26.2 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。

26.3 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.

根据该等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。

26.4 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。

26.5 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.

未经美敦力事先书面同意，供应商不得对该等条款及根据该等条款成立的任何合同进行转让或部分转包。