

Purchase Order Terms and Conditions /采购订单条款和条件

(For Entity name and address, please refer to the Purchase Order)

(关于实体单位名称和地址, 请参阅采购订单)

"Affiliate" means any Avanade entity, whether incorporated or not, that is controlled by or under common control with Avanade China; and "control" or variants of it shall mean the ability, whether directly or indirectly to direct the affairs of another by means of ownership, contract, or otherwise.

“**关联机构**”是指任何完全或联合被控制于广州市埃维诺电脑技术开发有限公司的埃维诺的下属单位, 不管是公司还是其他实体。“**控制**”指通过合同, 所有权或其他形式有能力对该下属单位产生直接或间接影响。

"Conditions" means these Terms and Conditions of Purchase.

“**条件**”是指采购的条款和条件。

"Deliverables" means the goods and or services, as the case may be, detailed in the Purchase Order.

“**交付**”是指物品/服务, 视情况而定, 在购买订单中有详述。

"Intellectual Property Rights" means all intellectual and industrial property rights anywhere in the world including without limitation, any invention, patent, design or utility model rights, any copyright and trademarks, database rights, topography rights, and any other rights of a like nature whether or not registered, and the right to apply for them.

“**知识产权**”是指世界任何地方所有工业和知识产权, 包括但不限于, 任何发明、专利、设计或实用模型权、版权、商标、数据库权、地志权, 以及任何其他类似性质的、无论注册与否的、有权申请的权利。

"Project Materials" means works created by the Supplier in the course of provision of the Deliverables.

“**项目材料**”是指由供应商在规定的交付过程中创建的工作。

"Purchase Order" means the attached Purchase Order requesting the supply of Deliverables.

“**采购订单**”是指所附的, 要求交付供应的采购清单。

"Specification" means the specification, description, function, or any other requirements set out in the Purchase Order and attached documents (including drawings or descriptions) and the Supplier's product documentation.

“**规格**”是指规格、描述、功能, 或在采购订单中罗列的任何其他要求所附的文件(包括图纸或说明)和供应商的产品文档。

"Supplier" means the person or entity which is to provide the Deliverables pursuant to the Purchase Order.

“**供应商**”是指根据采购订单提供交付的个人或实体单位。

1. Purchase Order

1. 采购订单

1.1 The Purchase Order issued by Avanade will set out the Deliverables required by Avanade, and the Supplier agrees that any Deliverables supplied under the Purchase Order shall be subject to these Conditions, except where Avanade and the Supplier have executed an Avanade-issued agreement specific to the supply of the Deliverables, in which case the terms of such an agreement shall govern the supply of the Deliverables and shall supersede these Conditions.

1.1 由埃维诺发出的采购订单将列出埃维诺所需的所有交付, 并且供应商同意所有交付都应满足此采购订单中设定的条件。

除非埃维诺和供应商执行另外一份由埃维诺签发的特别应用于某次订单交付的协议, 在该种情况下, 该协议将指导该次交付, 并优先于本协议。

1.2 Subject to Clause 1.1, the parties agree that the Purchase Order together with these Conditions includes all of the terms and conditions relating to the Deliverables specified in the Purchase Order to the exclusion of any other terms

and conditions relating to such Deliverables on any other purchase order, confirmation, invoice, payment slip or any other related document, and in particular, those documents issued by the Supplier.

1.2 根据条款 1.1，双方同意本采购订单及有关条款将包括所有的与本次采购相关的条款和约定。其他的采购订单，确认书，发票，支付单据等类似文件，特别是供应商独自签发的文件上所列出的采购条款和约定均和本采购无关且不能取代本协议。

1.3 In the event that the Supplier has to design, develop or manufacture goods specified on the Purchase Order specifically for Avanade, the Supplier shall submit to Avanade a prototype and/or plans for approval. The Supplier must obtain written confirmation from Avanade that the prototype and/or plans have been accepted and full production of the goods can commence before commencing the work. Avanade will not be liable to reimburse any costs incurred by the Supplier prior to receipt of this written confirmation.

1.3 当供应商专门为埃维诺设计，开发或制造采购订单上指定的货物时，供应商应向埃维诺提交拟交付货物的样品和（或）计划并请求批准。供应商在开始批量生产前必须获得埃维诺的书面确认，确认该拟交付货物的样品和计划可被接受，并且告知供应商可以按样和计划开始批量生产。埃维诺将不承担或补偿供应商任何此前发生费用。

2. Delivery

2. 交付

2.1 The Deliverables shall be delivered or performed on the date and at the place specified in the Purchase Order.

2.1 交付应在采购订单指定的日期和地方执行。

2.2 Unless expressly agreed otherwise in writing the Deliverables shall be delivered during Avanade's normal business day. Delivery and any other costs associated with the supply of the Deliverables shall be at the Supplier's own expense unless otherwise stated on the Purchase Order.

2.2 除非以书面形式明确约定，交付应当在埃维诺正常工作日进行。除非在采购订单中另有说明，供应商应承担交付和提供交付相关的所有费用。

2.3 Avanade's signature given on any delivery note or other documentation presented for signature in connection with delivery of the Deliverables is evidence only of the number of packages received, and not evidence of actual quantity, quality or condition of Deliverables.

2.3 送货单的埃维诺签名或其他交付运送相关文件上的签名仅是收到的包裹数量的证据，而不是交付实际数量、质量或条件的证据。

3. Specifications and Rejection

3. 规范书和拒收条款

3.1 The Deliverables must conform in all respects with the Specifications. All goods in the Deliverables must be of sound materials, workmanship and (where the Supplier is responsible for this) design, and shall be equal in all respects to relevant samples or patterns provided by or accepted by Avanade. All services in the Deliverables shall be performed in a sound manner and shall be free from all defects including (to the extent that the Supplier is responsible for design) defects in design or installation.

3.1 交付件必须符合规范书所有的规则。所有交付物品必须有可靠的原料和设计，并且必须和埃维诺确认接受的有关样品或形式等同。所有需交付的服务应可靠，并避免缺陷包括在（如果责任在供货商）设计或安装时遇到的缺陷。

3.2 All Deliverables must pass Avanade's acceptance tests. Avanade shall be entitled to reject all Deliverables that do not meet the provisions of Clause 3.1. If by the nature of the Deliverables any defects or any failure to conform with Clause 3.1 does not or would not become apparent (despite the carrying out of any examination) until after use, Avanade may reject the same even after a reasonable period of use.

3.2 所有的交付需要通过埃维诺的接受测试。埃维诺有权拒收所有的不符合 3.1 条款要求的交付件。如果某些不符合 3.1 要求的缺陷知道使用后才发现（尽管已执行过测试），即使已经经过了一段合理的使用期，埃维诺同样有权拒收。

3.3 Any Deliverables rejected under Clause 3.2 must at Avanade's request be replaced or re-performed as the case may be by the Supplier at the Supplier's expense. Alternatively, Avanade may elect (at Avanade's option) to cancel the

Purchase Order pursuant to Clause 9 in respect of the Deliverables in question and the whole of the remainder of the Deliverables (if any) covered by the Purchase Order. All rejected Deliverables will be returned to the Supplier at the Supplier's expense.

3.3 所有根据条款 3.2 被拒收的交付，应根据埃维诺的要求被替换或者返工，并由供应商承担相关费用。或者，埃维诺可以根据条款 9 选择取消采购订单中有问题的交付及剩余的交付。所有被拒的交付将被退回供应商，并由供应商承担有关费用。

3.4 The Deliverables shall be in accordance with any applicable China or international standards. The Deliverables shall comply at the time of delivery or performance with all relevant requirements of any applicable statute, statutory rule or order or other instrument having the force of law.

3.4 交付应遵守任何适用的中国法律或国际章程。交付需要履约交货期适用的有关法规，或其他具有法律效力的文书规定。

3.5 Notwithstanding Avanade's rights under Clauses 3.3, Avanade shall be entitled to return any goods to the Supplier for a full refund within 15 days of delivery without incurring any costs or charges whatsoever.

3.5 除条款 3.3 中提及到的埃维诺拒收交付件的权利，埃维诺能够在 15 天内退还物品并拿回全额货款，且无需支付任何费用。

4. Inspection

4. 检查

4.1 The Supplier shall permit Avanade access to its premises at any reasonable time in order to inspect the Deliverables in the course of manufacture, provision or storage. If, as a result of such inspection, Avanade is not satisfied that the Deliverables will comply with the Purchase Order, it shall notify the Supplier in writing and the Supplier shall, as soon as possible, take all necessary steps to ensure compliance. An inspection or notification by Avanade shall not relieve the Supplier of its obligations under the Purchase Order.

4.1 供应商应允许埃维诺在任何合理的时间进入其厂房，检查交付物品的制造，供应或存储的过程。如果经检查，埃维诺认为交付没有遵守采购订单，应当以书面形式通知供应商。供应商应尽快采取一切必要步骤，以确保遵守。埃维诺的视察或通知不会免除采购订单中供应商的义务。

5. Property and Risk

5. 财产和风险

5.1 Property and risk in goods shall pass to Avanade when they are delivered in accordance with Clause 3. Such passing of property and risk shall be without prejudice to any right of rejection arising under these Conditions.

5.1 当交付按条款 3 进行时，财产和风险应转交给埃维诺。这种财产和风险的转移，不得损害本协议中约定的任何“拒收”的有关权利。

6. Prices and Payment

6. 价格和支付

6.1 Prices and the currency shall be as specified in the Purchase Order. For the avoidance of doubt, prices will be the final price including all the related taxes, which shall be applied in addition to the prices where applicable. If required by Avanade, the detailed price list should also be provided, such as the taxes, service charges, etc.

6.1 价格和货币应在采购订单中指定。为免疑问，价格为含税总价，包括有关的物品和服务税费。埃维诺有要求，供应商应提供价格明细，列出诸如税费，服务费的分项内容。

6.2 No increase in price shall be made or accepted unless agreed in writing by Avanade. 6.2 除非经埃维诺书面同意，价格不应增加。

6.3 The Supplier shall submit an invoice once the Deliverables have been delivered. Original invoices shall normally directly be submitted by mail to the requestor.

6.3 一旦交付已完成，供应商应提交发票。发票原件应直接寄/交给请购人。

6.4 Avanade shall pay the Supplier within 30 days of receipt of a correct and duly submitted invoice, according to official billing date.

6.4 埃维诺在收到准确、正式提交的发票后，根据正式开票日期，埃维诺于 30 天后将款项支付到供应商的账户。

6.5 If Avanade disputes any prices or charges in an invoice, it shall notify Supplier within ten (10) business days of receipt of the relevant invoice, identifying clearly the disputed part of the relevant invoice. Supplier shall cancel the original invoice and reissue an invoice for the undisputed amount within 5 days.

6.5 如果请购人对于发票中的任何价格或收费有异议，应当在收到有关发票十（10）个工作日内通知供应商，阐明发票有异议的部分。供应商应取消原始发票，并在 5 天之内重新出具无异议金额的发票。

6.6 The parties shall promptly investigate any disputed invoice and will act reasonably to seek to resolve the dispute. Any disputed invoice or part of an invoice agreed by Avanade to be payable following resolution shall be re-invoiced as appropriate. Notwithstanding the foregoing, Supplier shall continue to provide the deliverables as if the dispute did not exist.

6.6 双方应当及时调查任何有争议的发票，采取合理的行动，以寻求解决争端。任何有争议的应付发票或发票的一部分，应遵循协议重新开具。即便存在发票争议，供应商仍应继续履约提供交付。

6.7 Supplier shall be responsible for ensuring that all information on invoices is complete and accurate, and that specific reference is made to financial charge codes, purchase order numbers or job numbers submitted by Avanade personnel.

6.7 供应商应负责保证所有发票的信息是完全和准确的，并确保在发票上标注出对应的由埃维诺方面提供的采购订单号，合同编号。

7. Intellectual Property Rights

7. 知识产权

7.1 The Supplier warrants that neither the sale nor use of goods nor the performance or provision of the Deliverables will infringe any China or foreign copyright, patent or trade mark.

7.1 供应商应保证物品的销售，使用，交付的性能和供应不侵犯任何中国或外国的版权、专利或者商标。

7.2 The Supplier shall indemnify Avanade from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement as set out in Clause

7.2 供应商应向埃维诺赔偿条款 7.1 中罗列的任何实际或涉嫌的侵权行为：费用，索赔，要求，费用和负债。而且，供应商应维护或协助埃维诺（由埃维诺决定）在这方面任何可能遇到的诉讼辩护。

7.3 In the event of such claim or action, the Supplier shall do all things and take such action (including procuring any required licenses, consents or authorisations or modifying or replacing any infringing item) without charge to Avanade as shall be necessary to prevent or remedy (without detracting from the overall functions or performance) any infringement, provided that Avanade will use reasonable endeavors to mitigate its loss; the Supplier shall at all times act in such a way as to minimise interruption and disruption to the operation of Avanade's business.

7.3 在此类索赔或诉讼的事件中，供应商应采取一切必要行动（包括购买任何所需的许可证，同意，授权，修改或替换任何侵权项目）且不应向埃维诺收取任何费用，以防止或补救（不影响整体功能或性能）任何的侵权。埃维诺将尽合理的努力以减轻其损失；供应商应努力减少对埃维诺的业务运作的中断和干扰。

7.4 All Intellectual Property Rights in any of the Supplier's pre-existing materials used in the provision of the Deliverables to Avanade shall be owned by the Supplier. Notwithstanding the above, the Supplier hereby grants Avanade an irrevocable royalty free license to use, copy or modify such pre-existing materials for its internal business purposes.

7.4 供应商拥有其任何已有的，为埃维诺提供交付中使用到的原材料的所有知识产权。但是供应商特此授予埃维诺不可撤销的免税许可，同意其以内部业务为目的，复制或修改此类已有材料。

7.5 The Intellectual Property Rights in the Project Materials shall vest upon creation in Avanade. In the event that the Supplier requests and Avanade grants written consent such that the Intellectual Property Rights for specific Project Materials are not assigned to Avanade, the Supplier hereby grants to Avanade and its Affiliates an irrevocable royalty free licence to use, copy or modify the Project Materials with a right to sublicense those Project Materials to third parties for any purposes intended by Avanade and notified to the Supplier from time to time.

7.5 项目材料的知识产权应归属埃维诺。如果供应商要求，经埃维诺书面同意，某些特定的项目材料的知识产权不属于埃维诺，供应商特授予埃维诺及其关联机构不可撤销的免版税权利，可复制或修改项目材料，并有权以任意目的转授这些项目材料给第三方，并不时的通知供应商。

8. Cancellation

8. 取消

8.1 If a party is delayed or prevented from performing its obligations under the Purchase Order by circumstances beyond its reasonable control (including acts of God, war, riot etc.), such performance shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Purchase Order, the Purchase Order may be cancelled by the other party.

8.1 如果有一方因不可抗力（包括天灾，战争，动乱等等）无法按时履约，其合理可控交付应相应延期。但是如果不能在约定到期日后的合理时间内完成交付，另一方可以取消采购订单。

8.2 Subject to Clause 8.1, Avanade reserves the right to cancel the whole or any part of the Purchase Order or any consignment on account thereof if the same is not completed in all respects in accordance with the instructions and Specifications specified in the Purchase Order and with the foregoing conditions, in particular with Clauses 2.1, 3.1, and 3.4, compliance with which by the Supplier is of the essence and a fundamental condition of these Conditions. If Avanade cancels the whole or any part of a Purchase Order or consignment it shall only be obliged to pay the Supplier in relation to such items of the Purchase Order or consignment that have been expressly accepted by it. In the event of Avanade cancelling the Purchase Order as to all or any of the Deliverables covered thereby, Avanade shall be entitled to purchase from a third party a like quantity of Deliverables of similar description and quality and in that event the Supplier shall be liable to reimburse to Avanade on demand all additional expenditure incurred by Avanade in connection with Avanade's said cancellation including any increase in price over that stated on the Purchase Order.

8.2 根据条款 8.1，埃维诺将根据采购订单中约定的指导和技术规格（特别 2.1,3.1,3.4 这几个需要供应商遵循的重要的基础的条款，并根据事态发展情况，保留取消全部或者部分采购订单或委托的权利。如果埃维诺取消全部或者部分采购订单或委托，埃维诺仅负责支付供应商埃维诺已接受的与相关订单或委托有关的物品。如果埃维诺因此取消所有或部分的采购订单，埃维诺有权从第三方买进相同数量的类似品质的物品和服务，在此情况下，供货商有责任偿还埃维诺所有的与取消此采购订单相关的额外支出，包括多于本采购订单所约定的采购费用支出。

9. General

9. 总则

9.1 The Supplier agrees:

(a) that it shall comply, and warrant that it has complied, with applicable data protection laws and regulations (together, the "Data Protection Laws") and Avanade's data privacy policy; and
(b) that it shall not, by any act or omission, put Avanade in breach of any of the Data Protection Laws, in connection with the Purchase Order.

9.1 供应商同意：

(a) 应遵守，并保证已遵守数据保护的法律和法规（统称“数据保护法”）和埃维诺公司的数据隐私政策
(b) 不得以任何的行为或不作为，在与埃维诺的采购订单中违反任何数据保护法

9.2 The Supplier maintain in effect throughout the time required for Supplier to perform its obligations pursuant to these Conditions and for a period of one year thereafter, the following types of insurance at the following minimum amounts:

a. Public Liability insurance with limits of not less than \$10,000,000 or the equivalent in local currency per occurrence and in the aggregate and including the following: products and completed operations coverage; coverage for claims and lawsuits brought anywhere in the world. Such policy shall respond as primary and non-contributory to any other insurance.

- b. Workers Compensation in compliance with local law.
- c. Automobile Liability in compliance with local law.
- d. Where Supplier provides professional services, Professional Indemnity insurance with limits of at least \$2,000,000 or the equivalent in local currency per claim and in the aggregate.

9.2 供应商应在必要期间及其随后一年内，履行以下条款约定的义务。以下是几种保险的最低金额：

- a. 公众责任保险：累计总和不低于美元\$10,000,000 或者相等的当地货币，包括：产品和完成的操作范围，世界任何地方的索赔和诉讼。此条款应作为主要的，并不作用于任何其他保险。
- b. 工人补偿应遵守当地的法律。
- c. 汽车责任应遵守当地法律。
- d. 若供应商提供专业服务，专业补偿保险，每笔总共索赔不超过至少 200 万美元。

Supplier's insurance carrier must have an A.M. Best rating of A-VII or above (or equivalent rating from another recognized rating agency). Supplier shall name Avande and its officers, directors, employees, agents, affiliates and subsidiaries as additional insured under the required Public Liability insurance. Supplier shall furnish certificates of insurance compliant with these requirements before providing products or services, at policy renewal and upon Avande's request. If any of the foregoing insurance policies are cancelled or changed by Supplier or its insurer so as to affect the coverage required by these Conditions, Supplier shall notify Avande in writing no less than thirty (30) days prior to such cancellation or change. Supplier shall cause its authorised subcontractors, agents, or assignees to maintain the same or substantially similar insurance coverage.

供应商的保险承运人必须有一个贝斯特 A-VII 或以上的评级（或其他认可的评级机构的同等级级）。供应商应根据所需要的公众责任保险，为埃维诺及其管理人员，董事，雇员，代理，关联公司及子公司额外投保。供应商应在提供产品或服务前，提供符合这些要求保险的证书，并根据埃维诺的要求续保。如果上述任何保险政策取消或由供应商或其保险公司更改，从而影响这些条件的覆盖范围，供应商应在取消或更改的不少于三十（30）天之前书面通知埃维诺。供应商须安排其授权的分包商，代理人，或者受让人保持相同或本质上相似的保险。

9.3 All Purchase Orders and any information disclosed to the Supplier by Avande in relation to the same is confidential and the Supplier will not divulge or disclose it to any third party without prior express consent in writing from Avande.

9.3 所有采购订单以及埃维诺披露给供应商的任何信息是保密的。供应商在没有事先以书面形式获得埃维诺明确同意的情况下，不得泄露或披露给任何第三方。

9.4 The Purchase Order shall not be assigned, charged, transferred or otherwise encumbered in whole or in part by the Supplier without the prior written consent of Avande.

9.4 未经埃维诺公司的事先书面同意，供应商不得全部或部分分配，收取，转移或以其他方式担保采购订单。

9.5 The Supplier shall not be relieved of any of the Supplier's obligations under these Conditions by the appointment of a subcontractor. The Supplier shall remain primarily liable for the acts or omissions of any subcontractors it appoints.

9.5 供应商的责任和义务不得因分包商的指定而免除。供应商仍应为任何指定分包商的行为或不作为承担主要责任。

9.6 No delay or failure by either party to exercise any of its powers, rights or remedies under these Conditions shall operate as a waiver of them.

9.6 任何一方延迟或未能行使本协议约定条款所赋予的权力，权利或补救，不得被视为放弃该权力，权利，或补救。

9.7 If any part of these Conditions are found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of these Conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

9.7 如果这些条款的任何部分在管辖权的法院或者其他主管机关视为无效，非法或不可执行，则该部分将被切断，条款的其余部分将继续有效并执行法律规定的最大允许范围。

9.8 Subject to Clause 1.1, the Purchase Order contains the entire agreement between the parties and supersedes all negotiations, representations and proposals (written and oral) relating to its subject matter.

9.8 根据条款 1.1 采购订单包含双方的整个协议，并取代所有相关的谈判，交涉和建议（书面和口头）。

9.9 These Conditions or document made a part hereof or agreed to in connection herewith may not be amended, modified or waived in any respect whatsoever except in writing signed by the parties.

9.9 条件或文件不得在原文或附加进行修正、修改或放弃，除非双方书面签字。

9.10 The parties hereby agree that the provisions of Clauses 7, 9.1, and 9.3 shall survive any termination of these Conditions.

9.10 双方同意条款 7，9.1 和 9.3 在本条约中止后仍然有效。

9.11 The Supplier acknowledges that it is engaged as an independent contractor, and nothing in these Conditions or any Purchase Order shall be deemed or construed to create a joint venture, partnership, or employee/employer relationship between Supplier and Avanade.

9.11 供应商承认作为一个独立的承包商，本条款或订单不应被视为或解释为供应商和埃维诺存在合资合作伙伴关系，或雇员/雇主之间的关系。

9.12 These Conditions and any Purchase Order shall not be an exclusive agreement between the parties. Nothing shall prevent Avanade from procuring services which are the same as or similar to the Deliverables from any third party.

9.12 条件和订单不应是双方的排他性协议。不得阻止埃维诺从第三方采购相同或类似的支付。

9.13 Each party agrees that it has not been induced to agree to these Conditions by any representation other than that expressly set out herein or in any Purchase Order.

9.13 双方同意本协议条款的制定没有受到任何其他协议上未列出的行为表现的诱导。

9.14 Compliance with Laws. Supplier warrants that it is in compliance with all applicable local and international laws, regulations and standards, including but not limited to, those relating to the design, manufacture, testing, labelling, sale and transportation of the Deliverables. Supplier will comply at all times with all applicable laws and regulations of any jurisdiction in which Supplier acts, including without limitation the U.S. Foreign Corrupt Practices Act (“FCPA”) and all other anti-bribery laws. A summary of the requirements of the FCPA and Avanade’s anti-bribery policy is attached in the Schedule appended to these Conditions.

9.14 遵守法律。供应商保证遵守所有适用的当地和国际法律，法规和标准，包括但不限于，相关的交付设计，制造，测试，标签，销售和运输的。供应商在任何时候都将遵守司法管辖区中所有适用的供应商行为的法律和法规，包括但不限于美国海外腐败行为法（“反海外腐败法”）和所有其他的反贿赂法。反海外腐败法和埃维诺的反贿赂政策的要求的汇总，附于附加条件中。

9.15 Avanade is committed to conducting its business free from unlawful, unethical or fraudulent activity. Suppliers are expected to act in a manner consistent with the ethical and professional standards of Avanade as described in the Avanade Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of the Supplier Standards of Conduct can be found at: <http://www.Avanade.com/SupplierStandardsOfConduct>

9.15 埃维诺致力于开展合法、道德的、无欺诈行为的业务。如埃维诺供应商行为准则中所述，供应商将与埃维诺的道德和专业标准相一致，包括非法，欺诈或不道德行为的速报。供应商行为准则的副本详见 <http://www.avanade.com/en-us/Pages/code-of-ethics.aspx>

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9.17 unless otherwise specified in writing, these Conditions will be governed and construed in accordance with the law of People’s Republic of China and settled exclusively and finally by arbitration with China International Economic and Trade Arbitration Commission (CIETAC) in accordance with its Arbitration Rules.

9.17 除非另有书面说明，这些条件按照中华人民共和国法律解释，并最终完全由中国国际经济贸易仲裁委员会（CIETAC）按照其仲裁规则解决。

9.18 Except as otherwise agreed upon by the Parties in Writing in the applicable Purchase Order supplier warrants that it has in effect a Business Continuity Plan (“BCP”) as described in its response to the request for proposal in connection with this Agreement, if any, and that Supplier shall maintain such BCP in effect for the term of this Agreement. Supplier shall test its BCP a minimum of once each calendar year and inform Avanade in writing that such testing has been completed and (a) list any deficiencies revealed, or (b) confirm that no deficiencies were found. Supplier shall notify Avanade with at least sixty (60) days prior written notice of any intention to substantially modify or terminate such BCP. In the event that Supplier (a) does not have a BCP in effect on the Effective Date of this Agreement, (b) did not respond to a request for proposal or (c) did not include a BCP in its response to a request for proposal in connection with this Agreement, Supplier shall establish a detailed BCP and provide it to Avanade no later than thirty (30) days following the Effective Date of this Agreement and such BCP shall be subject to Avanade’s written approval. Upon approval, such BCP shall be considered the BCP referred to in this section and shall be subject to the foregoing terms. In addition, upon request by Avanade, but not more than once in every calendar quarter, Supplier shall provide assurance of its financial health by submitting to Avanade such financial reports or documentation normally maintained by Supplier in the course of its business as may be reasonably requested by Avanade.

9.18 除非在适当的订购单得到双方的书面同意，供应商保证生效的业务连续性计划（“BCP”），正如在与本协议有关提议请求的回复中所述，如果有的话，供应商应为本协议的期限保持生效的 BCP。供应商应至少每年测试一次 BCP，并以书面形式告知埃维诺测试已经完成，（a）罗列发现的不足或（b）确认没有发现不足。供应商应至少提前六十（60）天书面通知埃维诺任何大幅修改或终止 BCP 的打算。供应商（a）不具有一个对本协议的生效日期的有效 BCP，（b）没有回应提议请求或（c）在与本协议有关的提议请求的回应中不包括 BCP，供应商应建立一个详细的 BCP，并在本协议有效期之后的三十（30）天之内提供给埃维诺，此 BCP 须经过埃维诺的书面批准。经批准后，应当考虑在本条中所指的 BCP，须经上述条款。此外，埃维诺要求，每季度至多一次，供应商应在提交的财务报告或供应商其业务过程中常规维护的文件中提供其财务状况保证。

9.19 In the event of any conflicts between English version and the others, the English version prevails.

9.19 在英语版本和其他版本存在任何冲突的情况下，以英文版本为准。