

Purchase Order Terms and Conditions / 採購訂單條款和條件

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

(關於實體單位名稱和位址，請參閱採購訂單)

"Affiliate" means any Avande entity, whether incorporated or not, that is controlled by or under common control with Avande Hong Kong Ltd.; 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.

“關聯機構”是指任何完全或聯合被控制於埃維諾香港有限公司的埃維諾的下屬單位，不管是公司還是其他實體。“控制”指通過合同，所有權或其他形式有能力對該下屬單位產生直接或間接影響。

"Conditions" means these Terms and Conditions of Purchase.

“條件”是指採購的條款和條件。

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

“交付”是指物品/服務，視情況而定，在購買訂單中有詳述。

"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.

“智慧財產權”是指世界任何地方所有工業和智慧財產權，包括但不限於，任何發明、專利、設計或實用模型權、版權、商標、資料庫權、地志權，以及任何其他類似性質的、無論註冊與否的、有權申請的權利。

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

“專案材料”是指由供應商在規定的交付過程中創建的工作。

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

“採購訂單”是指所附的，要求交付供應的採購清單。

"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.

“規格”是指規格、描述、功能，或在採購訂單中羅列的任何其他要求所附的檔（包括圖紙或說明）和供應商的產品文檔。

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

“供應商”是指根據採購訂單提供交付的個人或實體單位。

1. Purchase Order

1. 採購訂單

1.1 The Purchase Order issued by Avande will set out the Deliverables required by Avande, and the Supplier agrees that any Deliverables supplied under the Purchase Order shall be subject to these Conditions, except where Avande and the Supplier have executed an Avande-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 由埃維諾發出的採購訂單將列出埃維諾所需的所有交付，並且供應商同意所有交付都應滿足此採購訂單中設定的條件。

除非埃維諾和供應商執行另外一份由埃維諾簽發的特別應用於某次訂單交付的協定，在該種情況下，該協定將指導該次交付，並優先於本協議。

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 根據條款 1.1，雙方同意本採購訂單及有關條款將包括所有的與本次採購相關的條款和約定。其他的採購訂單，確認書，發票，支付單據等類似檔，特別是供應商獨自簽發的檔上所列出的採購條款和約定均和本採購無關且不能取代本協議。

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 當供應商專門為埃維諾設計，開發或製造採購訂單上指定的貨物時，供應商應向埃維諾提交擬交付貨物的樣品和（或）計畫並請求批准。供應商在開始批量生產前必須獲得埃維諾的書面確認，確認該擬交付貨物的樣品和計畫可被接受，並且告知供應商可以按樣和計畫開始批量生產。埃維諾將不承擔或補償供應商任何此前發生費用。

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 交付應在採購訂單指定的日期和地方執行。

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 除非以書面形式明確約定，交付應當在埃維諾正常工作日進行。除非在採購訂單中另有說明，供應商應承擔交付和提供交付相關的所有費用。

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 送貨單的埃維諾簽名或其他交付運送相關文件上的簽名僅是收到的包裹數量的證據，而不是交付實際數量、品質或條件的證據。

3. Specifications and Rejection

3. 規範書和拒收條款

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 交付件必須符合規範書所有的規則。所有交付物品必須有可靠的原料和設計，並且必須和埃維諾確認接受的有關樣品或形式等同。所有需交付的服務應可靠，並避免缺陷包括在（如果責任在供應商）設計或安裝時遇到的缺陷。

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 所有的交付需要通過埃維諾的接受測試。埃維諾有權拒收所有的不符合 3.1 條款要求的交付件。如果某些不符合 3.1 要求的缺陷知道使用後才被發現（儘管已執行過測試），即使已經經過了一段合理的使用期，埃維諾同樣有權拒收。

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 所有根據條款 3.2 被拒收的交付，應根據埃維諾的要求被替換或者返工，並由供應商承擔相關費用。或者，埃維諾可以根據條款 9 選擇取消採購訂單中有問題的交付及剩餘的交付。所有被拒的交付將被退回供應商，並由供應商承擔有關費用。

3.4 The Deliverables shall be in accordance with any applicable local 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 交付應遵守任何適用的當地法律或國際章程。交付需要履約交貨期適用的有關法規，或其他具有法律效力的文書規定。

3.5 Notwithstanding Avande's rights under Clauses 3.3, Avande 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 除條款 3.3 中提及到的埃維諾拒收交付件的權利，埃維諾能夠在 15 天內退還物品並拿回全額貨款，且無需支付任何費用。

4. Inspection

4. 檢查

4.1 The Supplier shall permit Avande 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, Avande 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 Avande shall not relieve the Supplier of its obligations under the Purchase Order.

4.1 供應商應允許埃維諾在任何合理的時間進入其廠房，檢查交付物品的製造，供應或存儲的過程。如果經檢查，埃維諾認為交付沒有遵守採購訂單，應當以書面形式通知供應商。供應商應儘快採取一切必要步驟，以確保遵守。埃維諾的視察或通知不會免除採購訂單中供應商的義務。

5. Property and Risk

5. 財產和風險

5.1 Property and risk in goods shall pass to Avande 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 當交付按條款 3 進行時，財產和風險應轉交給埃維諾。這種財產和風險的轉移，不得損害本協議中約定的任何“拒收”的有關權利。

6. Prices and Payment

6. 價格和支付

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 Avande, the detailed price list should also be provided, such as the taxes, service charges, etc.

6.1 價格和貨幣應在採購訂單中指定。為免疑問，價格為含稅總價，包括有關的物品和服務稅費。若埃維諾有要求，供應商應提供價格明細，列出諸如稅費，服務費的分項內容。

6.2 No increase in price shall be made or accepted unless agreed in writing by Avande. 6.2 除非經埃維諾書面同意，價格不應增加。

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，供應商應提交發票。發票原件應直接寄/交給請購人。

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

6.4 埃維諾在收到準確、正式提交的發票後，根據正式開票日期，埃維諾於 30 天后將款項支付到供應商的帳戶。

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 如果請購人對於發票中的任何價格或收費有異議，應當在收到有關發票十（10）個工作日內通知供應商，闡明發票有異議的部分。供應商應取消原始發票，並在 5 天之內重新出具無異議金額的發票。

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 雙方應當及時調查任何有爭議的發票，採取合理的行動，以尋求解決爭端。任何有爭議的應付發票或發票的一部分，應遵循協議重新開具。即便存在發票爭議，供應商仍應繼續履約提供交付。

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 供應商應負責保證所有發票的資訊是完全和準確的，並確保在發票上標注出對應的由埃維諾方面提供的採購訂單號，合同編號。

7. Intellectual Property Rights

7. 智慧財產權

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

7.1 供應商應保證物品的銷售，使用，交付的性能和供應不侵犯任何當地或外國的版權、專利或者商標。

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 供應商應向埃維諾賠償條款 7.1 中羅列的任何實際或涉嫌的侵權行為：費用，索賠，要求，費用和負債。而且，供應商應維護或協助埃維諾（由埃維諾決定）在這方面任何可能遇到的的訴訟辯護。

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 在此類索賠或訴訟的事件中，供應商應採取一切必要行動（包括購買任何所需的許可證，同意，授權，修改或替換任何侵權專案）且不應向埃維諾收取任何費用，以防止或補救（不影響整體功能或性能）任何的侵權。埃維諾將盡合理的努力以減輕其損失；供應商應努力減少對森哲的業務運作的中斷和干擾。

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 供應商擁有其任何已有的，為埃維諾提供交付中使用到的原材料的所有智慧財產權。但是供應商特此授予埃維諾不可撤銷的免版稅許可，同意其以內部業務為目的，複製或修改此類已有材料。

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 專案材料的智慧財產權應歸屬埃維諾。如果供應商要求，經埃維諾書面同意，某些特定的項目材料的智慧財產權不屬於埃維諾，供應商特授予埃維諾及其關聯機構不可撤銷的免版稅權利，可複製或修改項目材料，並有權以任意目的轉授這些專案材料給協力廠商，並不時的通知供應商。

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（包括天災，戰爭，動亂等等）無法按時履約，其合理可控交付應相應延期。但是如果不能在約定到期日後的合理時間內完成交付，另一方可以取消採購訂單。

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 根據條款 8.1，埃維諾將根據採購訂單中約定的指導和技術規格（特別 2.1,3.1,3.4 這幾個需要供應商遵循的重要的基礎的條款，並根據事態發展情況，保留取消全部或者部分採購訂單或委託的權利。如果埃維諾取消全部或者部分採購訂單或委託，埃維諾僅有責支付供應商埃維諾已接受的與相關訂單或委託有關的物品。如果埃維諾因此取消所有或部分的採購訂單，埃維諾有權從協力廠商買進相同數量的類似品質的物品和服務，在此情況下，供應商有責任償還埃維諾所有的與取消此採購訂單相關的額外支出，包括多於本採購訂單所約定的採購費用支出。

9. General

9. 總則

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 供應商同意：

(a) 應遵守，並保證已遵守資料保護的法律和法規（統稱“資料保護法”）和埃維諾公司的資料隱私政策
(b) 不得以任何的行為或不作為，在與埃維諾的採購訂單中違反任何資料保護法

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 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 per claim and in the aggregate.

9.2 供應商應在必要期間及其隨後一年內，履行以下條款約定的義務。以下是幾種保險的最低金額：

- a. 公眾責任保險：累計總和不低於\$10,000,000，包括：產品和完成的操作範圍，世界任何地方的索賠和訴訟。此條款應作為主要的，並不作用於任何其他保險。
- b. 工人補償應遵守當地的法律。
- c. 汽車責任應遵守當地法律。
- d. 若供應商提供專業服務，專業補償保險，每筆總共索賠不超過至少 200 萬美元。

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 authorized subcontractors, agents, or assignees to maintain the same or substantially similar insurance coverage.

供應商的保險承運人必須有一個貝斯特 A-VII 或以上的評級（或其他認可的評級機構的同等評級）。供應商應根據所需要的公眾責任保險，為埃維諾及其管理人員，董事，雇員，代理，關聯公司及子公司額外投保。供應商應在提供產品或服務前，提供符合這些要求保險的證書，並根據埃維諾的要求續保。如果上述任何保險政策取消或由供應商或其保險公司更改，從而影響這些條件的覆蓋範圍，供應商應在取消或更改的不少於三十（30）天之前書面通知埃維諾。供應商須安排其授權的分包商，代理人，或者受讓人保持相同或本質上相似的保險。

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 所有採購訂單以及埃維諾披露給供應商的任何資訊是保密的。供應商在沒有事先以書面形式獲得埃維諾明確同意的情形下，不得洩露或披露給任何協力廠商。

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 未經埃維諾公司的事先書面同意，供應商不得全部或部分分配，收取，轉移或以其他方式擔保採購訂單。

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 供應商的責任和義務不得因分包商的指定而免除。供應商仍應為任何指定分包商的行為或不作為承擔主要責任。

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 任何一方延遲或未能行使本協議約定條款所賦予的權力，權利或補救，不得被視為放棄該權力，權利，或補救。

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 如果這些條款的任何部分在管轄權的法院或者其他主管機關視為無效，非法或不可執行，則該部分將被切斷，條款的其餘部分將繼續有效並執行法律規定的最大允許範圍。

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 根據條款 1.1 採購訂單包含雙方的整個協定，並取代所有相關的談判，交涉和建議（書面和口頭）。

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 條件或檔不得在原文或附加進行修正、修改或放棄，除非雙方書面簽字。

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 雙方同意條款 7, 9.1 和 9.3 在本條約中止後仍然有效。

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 供應商承認作為一個獨立的承包商，本條款或訂單不應被視為或解釋為供應商和埃維諾存在合資合作夥伴關係，或雇員/雇主之間的關係。

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 條件和訂單不應是雙方的排他性協議。不得阻止埃維諾從協力廠商採購相同或類似的支付。

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 雙方同意本協議條款的制定沒有受到任何其他協議上未列出的行為表現的誘導。

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。供應商保證遵守所有適用的當地和國際法律，法規和標準，包括但不限於，相關的交付設計，製造，測試，標籤，銷售和運輸的。供應商在任何時候都將遵守司法管轄區中所有適用的供應商行為的法律和法規，包括但不限於美國海外腐敗行為法（“反海外腐敗法”）和所有其他的反賄賂法。反海外腐敗法和埃維諾的反賄賂政策的要求的匯總，附於附加條件中。

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 埃維諾致力於開展合法、道德的、無欺詐行為的業務。如埃維諾供應商行為準則中所述，供應商將與埃維諾的道德和專業標準相一致，包括非法，欺詐或不道德行為的速報。供應商行為準則的副本詳見 <http://www.Avanade.com/SupplierStandardsOfConduct>

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Avanade has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a serious concern, please call the Avanade Business Ethics Line at +1 312 737 8262, available 24 hours a day, seven days a week (you can reverse the charges) or visit the encrypted website at <http://www.avanade.com/en-us/Pages/code-of-ethics.aspx>. You should use the Ethics Line only to make a good faith claim. Avanade takes all allegations seriously.

埃維諾已建立報告機制，並禁止違反這些標準的報告或其他不良行為的報復。要報告一個嚴重的問題，可每週七天，每天 24 小時致電埃維諾商業道德專線+13127378262（你可反向收費）或訪問加密網站 <http://www.avanade.com/en-us/Pages/code-of-ethics.aspx> 你應該只使用道德專線獲得善意索賠。埃維諾嚴肅處理所有指控。

9.17 Unless otherwise specified in writing, these Conditions will be governed and construed in accordance with local law and settled exclusively and finally by arbitration with local International Economic and Trade Arbitration Commission in accordance with its Arbitration Rules.

9.17 除非另有書面說明，這些條件按照當地法律解釋，並最終完全由當地國際經濟貿易仲裁委員會按照其仲裁規則解決。

9.18 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 供應商保證生效的業務連續性計畫（“BCP”），正如在與本協定有關提議請求的回復中所述，如果有的話，供應商應為本協議的期限保持生效的 BUP。供應商應至少每年測試一次 BCP，並以書面形式告知埃維諾測試已經完成，（a）羅列發現的不足或（b）確認沒有發現不足。供應商應至少提前六十（60）天書面通知埃維諾任何大幅修改或終止 BCP 的打算。供應商（a）不具有一個對本協議的生效日期的有效 BCP，（b）沒有回應提議請求或（c）在與本協議有關的提議請求的回應中不包括 BCP，供應商應建立一個詳細的 BCP，並在本協議有效期之後的三十（30）天之內提供給埃維諾，此 BCP 須經過埃維諾的書面批准。經批准後，應當考慮在本條中所指的 BCP，須經上述條款。此外，埃維諾要求，每季度至多一次，供應商應在提交的財務報告或供應商其業務過程中常規維護的檔中提供其財務狀況保證。

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

9.19 在英語版本和其他版本存在任何衝突的情況下，以英文版本為準。