

## GENERAL TERMS AND CONDITIONS 一般条款与条件

### SUPPLIER'S RESPONSIBILITIES 供应商的责任

The supplier shall provide the services or deliver the goods to Securitas and comply with this obligation, using the highest levels of care and skill. The supplier shall meet, and time is of the essence as to, any performance dates specified in Purchase Order ("PO"). Where no performance dates are specified, the supplier shall perform its promptly and as soon as reasonably practicable.

供应商应向 Securitas 提供服务或交付货物，并以最高程度的标准和技术履行这一义务。供应商应遵守采购订单 ("PO") 中规定的任何履约日期，且时间至关重要。如未指定履约日期，供应商应迅速并在合理可行的情况下尽快履行其义务。

### CHARGES AND PAYMENTS 费用与付款

In consideration of the provision of goods or services by the supplier, Securitas shall pay the charges as set out in the PO. Invoicing can only be done after service/product has been delivered (wherever applicable) and generally no later than 3 months from the date of delivery to Securitas.

作为对供应商提供货物或服务的回报，Securitas 应按照国家采购订单中规定的费用进行支付。只有在服务 / 产品交付后（如适用）才能开具发票，且一般自交付给 Securitas 之日起不迟于 3 个月开具发票。

Securitas shall pay the invoice in 60 days from the date of submission of invoice and have the right to dispute any invoice up to 120 days from invoice payment date.

Securitas 应在发票提交之日起 60 天内支付发票款项，并有权在发票付款日期起 120 天内对任何发票提出异议。

Without limiting any other rights or remedies, Securitas may set off any amounts owed to it by the supplier against any amounts payable to the supplier.

在不限制任何其他权利或补救措施的情况下，Securitas 可以将供应商欠其的任何款项与应支付给供应商的任何款项相抵销。

The supplier hereby acknowledges that it does not have the right, and therefore shall not, at any circumstances, adjust the prices of the good or services without prior written approval from Securitas.

供应商在此确认，其无权且在任何情况下均不得在未经 Securitas 事先书面批准的情况下调整货物或服务的价格。

### INDEMNITY AND LIABILITY 赔偿与责任

The supplier shall indemnify and hold Securitas harmless from all claims and all direct, indirect, or consequential liabilities (including loss of profits, loss of business, depletion of goodwill, and similar losses), costs, proceedings, damages, and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, Securitas because of or in connection with:

供应商应赔偿 Securitas 并使其免受因以下原因或与之相关的所有索赔以及所有直接、间接或后果性责任（包括利润损失、业务损失、商誉损耗及类似损失）、成本、诉讼、损害赔偿和费用（包括法律及其他专业费用和开支）：

- any claim made against Securitas by a third party for death, personal injury, or damage to property arising out of, or in connection with the goods or services; 第三方因货物或服务引起或与之相关的死亡、人身伤害或财产损失而对 Securitas 提出的任何索赔；
- any alleged or actual infringement of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products; or 因使用或供应产品而被指称或实际侵犯任何第三方的知识产权或其他权利；或
- breach of any confidentiality and data protection obligations by the Supplier 供应商违反任何保密和数据保护义务；
- any claim made against Securitas in respect of any liability, loss, damage, injury, cost, or expense sustained by Securitas' employees or agents or by

any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the services or the goods as a consequence of a breach or negligent performance or failure or delay in performance by the supplier.

因供应商违约、疏忽履行、未能履行或延迟履行而导致 Securitas 的员工、代理人、任何客户或第三方遭受任何责任、损失、损害、伤害、成本或费用，从而对 Securitas 提出的任何索赔，且该等责任、损失、损害、伤害、成本或费用是由供应商提供的服务或货物引起、与之相关或由此产生的。

Securitas maximum liability to the supplier for claims, losses, expenses and all other liabilities arising under or in connection with this PO attributable to Securitas shall not exceed 100% of the total charges payable by Securitas under this PO. Securitas shall in no event be liable for: loss of actual or anticipated profit; punitive damages; any other indirect or consequential damages; purely financial loss; loss of income; loss of goodwill; loss of business; or loss of revenue, all whether foreseeable or not, even if Securitas has been advised of the possibility of such losses or damages. Nothing in these terms shall exclude or in any way limit Securitas' liability to the extent the same may not be excluded or limited as a matter of applicable law. Securitas 对供应商因本采购订单产生或与之相关的索赔、损失、费用及所有其他责任的最大赔偿责任，以 Securitas 根据本采购订单应支付的总费用的 100% 为限。在任何情况下，Securitas 均不对以下情况承担责任：实际或预期利润损失；惩罚性损害赔偿；任何其他间接或后果性损害赔偿；纯粹的经济损失；收入损失；商誉损失；业务损失；或收入损失，无论是否可预见，即使 Securitas 已被告知存在此类损失或损害的可能性。在适用法律不允许排除或限制责任的范围内，本条款中的任何内容均不得排除或以任何方式限制 Securitas 的责任。

### INTELLECTUAL PROPERTY RIGHTS 知识产权

The supplier expressly acknowledges and understands that the Intellectual Property including, the trade names, copyrights and trademark rights owned by Securitas are the sole and exclusive property of Securitas, and that any imitation or use of any of these whatsoever, in any shape or form, by the supplier, or any other person, is expressly prohibited in the absence of an express licence from Securitas. The supplier shall only have the right to use the Securitas' trademarks in accordance with the express instructions and approval from Securitas.

供应商明确承认并理解，Securitas 拥有的包括商号、版权和商标权在内的知识产权是 Securitas 的唯一和专属财产，在未经 Securitas 明确许可的情况下，供应商或任何其他以任何形式模仿或使用这些知识产权的任何部分均被明确禁止。供应商仅有权根据 Securitas 的明确指示和批准使用 Securitas 的商标。

### CONFIDENTIALITY AND DATA PROTECTION 保密与数据保护

The supplier shall keep confidential and shall not disclose any confidential information of Securitas disclosed to it in connection with this PO except as required for the purpose of the delivery of goods or services. Information shall be confidential if it has been designated as confidential by Securitas at the time of disclosure, or if it, considering all the circumstances surrounding the disclosure, ought reasonably to be understood by the supplier to be confidential. Supplier will not have any duty of confidentiality with respect to information which: (i) is or subsequently becomes publicly available; (ii) is developed by the supplier without any use of or reference to any confidential information received from Securitas; (iii) is disclosed with the prior written approval of Securitas; or (iv) is disclosed pursuant to the order or requirement of a court, administrative agency, or other government body.

供应商应对与本采购订单相关而向其披露的 Securitas 的任何机密信息予以保密，且不得披露，除非为交付货物或服务之目的而有必要披露。如果在披露时 Securitas 已将某信息

指定为机密信息，或者考虑到披露时的所有相关情况，供应商应合理理解该信息为机密信息，则该信息应被视为机密信息。对于以下信息，供应商不承担任何保密义务：(i) 已经或随后成为公开信息的；(ii) 供应商在未使用或参考从 Securitas 收到的任何机密信息的情况下自行开发的；(iii) 经 Securitas 事先书面批准披露的；或 (iv) 根据法院、行政机构或其他政府机构的命令或要求披露的。

The supplier acknowledges that access and distribution of personal information of the other party or its employees, agents or related parties may be necessary for the proper performance of this PO. Supplier agrees to use any personal information obtained throughout the performance of this PO with care, in keeping with all applicable laws, rules and regulations and to use such information only for the purpose of performing their duties. The supplier will take such technical and organisational measures as may be necessary to keep such data secure. 供应商承认，为妥善履行本采购订单，可能需要获取和分发另一方或其员工、代理人或关联方的个人信息。供应商同意谨慎使用在履行本采购订单过程中获取的任何个人信息，遵守所有适用的法律、法规和规章，并仅将此类信息用于履行其职责。供应商应采取必要的技术和组织措施，以确保此类数据的安全。

### **CANCELLATION 取消**

Securitas may cancel this PO immediately on giving written notice to the supplier if:

如果出现以下情况，Securitas 可在向供应商发出书面通知后立即取消本采购订单：

- The supplier commits a material breach of any of the terms of this PO and (if such a breach is remediable) fails to remedy that breach within fifteen (15) days of that party being notified in writing of the breach. 供应商实质性违反本采购订单的任何条款，并且（如果该违约行为可以补救）在收到违约书面通知后的十五（15）天内未能纠正该违约行为。
- Fails to meet the performance dates specified in this PO. 未能遵守本采购订单中规定的履约日期。
- In case the supplier is listed, or owned/controlled by anyone listed, on a Sanctions List or engage in activities prohibited by Sanctions; and/or 如果供应商被列入制裁名单，或由列入制裁名单的任何人拥有 / 控制，或从事制裁所禁止的活动；及 / 或
- In case the country, where the supplier is incorporated or provides services to Securitas becomes a sanctioned country. 如果供应商注册成立或向 Securitas 提供服务的国家成为受制裁国家。

Sanctions means economic or financial sanctions or trade embargoes, or other equivalent restrictive measures imposed, administered or enforced from time to time by any of the European Union, the governments of other member states of the European Union, the United Nations Security Council, the United States government or United States agency or the equivalent regulator of any other country which is relevant to this PO. Sanctions List means any of the lists of specifically designated nationals or designated persons or entities (or equivalent) in relation to Sanctions, each as amended, supplemented, or substituted from time to time. “制裁”是指由欧洲联盟、欧洲联盟其他成员国政府、联合国安全理事会、美国政府或美国机构或与本采购订单相关的任何其他国家的同等监管机构不时实施、管理或执行的经济或金融制裁、贸易禁运或其他同等限制措施。“制裁名单”是指与制裁相关的任何特别指定国民、指定人员或实体（或同等）名单，此类名单可不时进行修订、补充或替代。

### **FORCE MAJEURE 不可抗力**

Securitas reserves the right to defer the date for performance of, or payment for, the services or goods to terminate or cancel this PO if it is prevented from, or delayed in, carrying on its business by acts, events, omissions, or accidents beyond its reasonable

control, including strikes, lockouts or other industrial disputes, the act of god, war, riot, epidemic, pandemic, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

如果 Securitas 因超出其合理控制范围的行为、事件、不作为或事故（包括罢工、停工或其他劳资纠纷、天灾、战争、暴乱、流行病、大流行病、民众骚乱、恶意破坏、遵守任何法律或政府命令、规则、条例或指示、事故、设备或机械故障、火灾、洪水、风暴或供应商或分包商的违约）而无法或延迟开展业务，Securitas 保留推迟服务或货物的履约日期或付款日期、终止或取消本采购订单的权利。

### **GOVERNING LAW AND JURISDICTION 适用法律与司法管辖**

Any dispute or claim arising out of or in connection with this PO or its subject matter or formation, shall be governed by and construed in accordance with the laws in force in Singapore. The Courts of Singapore shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this PO or its subject matter.

因本采购订单或其主题事项或形成而产生的或与之相关的任何争议或索赔，应受新加坡现行法律管辖并根据该法律进行解释。新加坡法院对解决因本采购订单或其主题事项而产生的或与之相关的任何争议或索赔具有非排他性管辖权。

### **PREVAILING AGREEMENT 优先协议**

In the event of any inconsistency between the terms of this PO and the terms of any agreement signed by and between Securitas and the Supplier, the terms of such signed agreement shall prevail.

如果本采购订单的条款与 Securitas 和供应商之间签署的任何协议的条款存在任何不一致，应以该签署协议的条款为准。