

礼来中国采购标准条款和条件

Standard Terms and Conditions for Procurement of Lilly China

本采购标准条款和条件适用于您（“卖方”）从礼来（上海）管理有限公司；礼来苏州制药有限公司；礼来贸易有限公司；礼来（中国）研发有限公司和美国礼来亚洲公司上海代表处（合称“礼来”）收到的任何采购订单和所有后续采购订单。除非您收到修订版或更新在 <http://www.lilly.com/suppliers/accounts-payable/POTerms-and-Conditions> 上的修订条款。若无另外书面协议，这些条款适用于您和礼来之间的所有交易。

These Standard Terms and Conditions for Procurement apply to any purchase order (the “**PO**”) and all follow-on POs received by You (the “**Seller**”) from Lilly (Shanghai) Management Co., Ltd., Lilly Suzhou Pharmaceutical Co., Ltd., Lilly Trading Company Limited., Lilly (China) Research and Development Co., Ltd., and Eli Lilly Asia, Inc. Shanghai Rep. Office (collectively, “**Lilly**”), unless You have received a revised PO or the amended clauses thereof as updated on <http://www.lilly.com/suppliers/accounts-payable/POTerms-and-Conditions>. Except as otherwise agreed to in writing, these terms apply to all transactions between You and Lilly.

1. 定义:

Definitions:

除非文义另作要求，下列术语应具有如下含义：

Unless the context otherwise requires, the following terms shall have the following meanings:

保密信息： 系指一方（“披露方”）于本订单生效日之前或之后不论通过口头、书面或任何其他方式向对方（“接收方”）披露的所有被指定为保密的或根据信息的性质或披露时的情形应被合理视为保密的信息，保密信息包括但不限于以下 相关信息：

Confidential Information: means all the information disclosed by a party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”), either orally or in writing, in electronic form or any other forms, before or after the effective date of this PO, and designated as confidential or, based upon the nature of the disclosed information or the circumstances of the disclosure, reasonably deemed confidential. The Confidential Information shall include without limitation the information related to:

(i) 知识产权：

the intellectual property.

(ii) 一方的业务、运营成果、财务或市场信息、客户或预期的客户及供应商；及

one party’s the businesses, operation results, financial or market information, customers or prospective customers and suppliers; and

(iii) 任何一方指定或要求的其他信息。

any other information so designated or requested by either party.

但以下信息除外：

the following information is excluded:

- (i) 接收方凭书面记录能证明披露方向其披露或提供保密信息之前已知晓或占有的信息;

information that the Receiving Party has a written record that was known or in its possession prior to the disclosure or provision of the Confidential Information to the Receiving Party.

- (ii) 非因接收方违反本订单而为公众知晓的信息;

information that becomes known to the public other than as a result of a breach of this PO by the Receiving Party; and

- (iii) 由接收方合法从第三方获得的在使用或披露方面均不受限的信息; 或按法律规定必须披露的信息。

information that is lawfully obtained by the Receiving Party from a third party without restriction on its use or disclosure; or information that is required to be disclosed by law.

知识产权: 系指所有现有或将来产生的知识产权, 包括任何司法管辖区法律规定的任何专利权、专利申请权、商标权 (不论该等商标系注册商标或未注册商标)、商标申请权、域名、设计等方面的权利、著作权 (包括软件的著作权) 及其相应的财产性权利或其他知识产权及与该等权利有关的所有改进、权利和权利主张, 以及与发明、发现、研究、改进、商业秘密、秘密工艺、技术秘密、概念、构思、不时信息处理、数据或公式相关的任何权利 (包括要求保密信息的权利)。

Intellectual Property Rights: means all present and future rights to the intellectual property, including any patent, patent application rights, trademarks (whether registered or not), trademark application rights, domain names, design-related rights, and copyright (including software copyright) under the laws of any jurisdiction, and their corresponding property rights and other intellectual property rights, and all the improvements, rights and claims in connection therewith, and any rights in respect of any invention, discovery, research, improvement, trade secret, secret process, know-how, concept, idea, information process from time to time, data or formula (including the right to keep the information confidential);

关联方: 系指直接或间接控制特定个人或实体、受该等个人或实体直接或间接控制、或与该等个人或实体共同受到第三方直接或间接控制的任何个人或实体。本订单中, 直接或间接持有某实体超过 百分之五十(50%)有表决权股份, 或能够获得某实体超过百分之五十(50%)利润或收益的权利, 均应 视为构成“控制”。其他在事实上导致实际控制某实体管理、业务及事务的关系也应视为构成“控制”。礼来目前在中国境内的关联方包括但不限于: 礼来 (上海) 管理有限公司、礼来苏州制药有限公司、礼来贸易有限公司、礼来 (中国) 研发有限公司、礼来苏州制药有限公司上海分公司、美国礼来亚洲公司上海代表处、礼来 (上海) 管理有限公司分公司;

Affiliate: means any person or entity that directly or indirectly controls, is directly or indirectly controlled by, or is jointly controlled by a third party with such person or entity. For purposes of this PO, the right to hold more than fifty percent (50%) of the voting shares of an entity directly or indirectly, or to be able to receive more than fifty percent (50%) of the profits or proceeds of an entity, shall be deemed to constitute “control”. Other relationships that de facto result in actual control of the management, business and affairs of an entity shall also be deemed to constitute “control”. Lilly’s current affiliates in China include but are not limited to: Lilly (Shanghai) Management Co., Ltd., Lilly Suzhou Pharmaceutical Co., Ltd., Lilly Trading Company Limited., Lilly (China) Research and Development Co., Ltd., Lilly Suzhou Pharmaceutical Co., Ltd. Shanghai Branch, Eli Lilly Asia., Inc. Shanghai Rep. Office, Lilly (Shanghai) Management Co., Ltd. Branch.

产品: 系指卖方拟向礼来提供的并于订单中所载明的或双方另行约定的产品;

Products: means the product to be supplied by Seller to Lilly and as set forth in the PO or as otherwise agreed by the parties.

材料: 包括但不限于礼来向卖方提供的任何设备、材料、数据或信息;

Materials: including, but not limited to, any equipment, materials, data, or information provided by Lilly to the Seller.

人员: 系指卖方的分包商、代理人、雇员或其他与卖方有合法劳动或劳务或其他劳务派遣关系之人员;

Personnel: means a subcontractor, agent, employee, or other person of the Seller who has a legal labor or labor or other labor dispatch relationship with the Seller.

政府官员: 包括国家工作人员和受雇或代表执政党行事的官员。其中国家工作人员指:

Government Officials: includes government employees and the officials employed by or acting for the ruling party.
Government employees shall mean:

a) 在以下机构中从事公务的人员:

persons performing official duties in the following bodies:

1) 国家机关中从事公务的人员;

personnel engaged in public affairs in government agencies;;

2) 国有企业;

state-owned enterprises;

3) 事业单位;

public institutions;

4) 人民团体

people's organizations

b) 上述 (A1-4)机构委派到非国有公司、企业、及其他单位从事公务的人员

personnel appointed by the above-mentioned (A1-4) institutions to engage in official duties in non-state-owned companies, enterprises, and other units

c) 其他依照法律从事公务的人员。

other persons engaged in official duties in accordance with the law.

政府官员举例如下, 包括但不限于:

The Government Officials include, but are not limited to:

- a) 选举或任命的政府官员;
elected or appointed Government Officials;
- b) 公务员;
civil servants;
- c) 受雇或代表执政党行事的各级官员
officials at all levels employed or acting on behalf of the ruling party
- d) 满足以上政府官员定义的医疗卫生专业人士，比如受雇于军队医院、政府运营或者控制的医院或医疗机构，和在政府特别工作组或委员会中提供服务的医疗卫生专业人士。
health care professionals who meet the above definitions of Government Officials, such as those employed by military hospitals, government-operated or controlled hospitals or medical facilities, and those who provide Services in government task forces or committees.
- e) 代表联合国、国际卫生组织、世界贸易组织、国际红十字会、国际货币基金组织、国际刑警等组织中，担任职务的官员、雇员或个人;
officials, employees or individuals holding positions on behalf of the United Nations, the International Health Organization, the World Trade Organization, the International Committee of the Red Cross, the International Monetary Fund, Interpol, etc.;
- f) 对于国家完全控股（100%国有）的国有企业的法定代表人;
the legal representative of a state-owned enterprise in which the state is fully controlled (100% state-owned);
- g) 在公立学校担任行政职务的官员或雇员;
officers or employees in administrative positions in public schools;
- h) 在媒体、新闻机构、出版社中居于领导和管理地位的人员，包括社长副社长，台长副台长或类似级别的主要负责人;
personnel in leadership and management positions in the media, news organizations, and publishing houses, including presidents, vice presidents, station directors, deputy directors, or principal persons in charge at similar levels.
- i) 或者其他符合中国法律定义从事公务的人员。而“政府”的含义包括中国政府的所有级别和分支
(即中央和地方各级政府、政府派出机构)，也包括中央和地方各级立法或司法机构。
or other persons engaged in official business as defined by Chinese law. And the meaning of “government” includes all levels and branches of the Chinese government (i.e. central and local governments and government agencies), but

also central and local legislative or judicial bodies.

服务: 系指卖方拟向礼来提供的并于订单中所载明的或双方另行约定的服务。

Services: means the Services that Seller intends to provide to Lilly and as set forth in the PO or as otherwise agreed upon by the parties.

2. 接受及条款冲突: 卖方需在收到本订单后的三 (3) 个工作日内书面邮件向本订单的礼来联系人确认接受本订单或已开始履行本订单的, 本订单生效。本订单为正式由礼来签发的对于采购物品和服务的采购文件。其中涵盖: 卖方标的物描述、运输方式、采购服务的描述。如礼来书面接受同本订单不同的采购条款和条件, 或买卖双方有就该标的物或服务另立其他的书面合同, 则以另行签订的采购条款和条件或其他书面合同为准。卖方应在本订单生效后根据订单要求提供相关产品或服务。

Acceptance and Conflict of Terms: This PO shall be effective if Seller confirms acceptance of this PO by written email to the Lilly contact within three (3) business days of receipt of this PO or commencement of fulfillment of this PO. This PO is a purchase document duly issued by Lilly for the purchase of Products and Services. It covers: the description of the Seller's subject matter, the mode of transportation, and the description of the procurement Services. If Lilly accepts in writing terms and conditions of purchase that differ from this PO, or if both parties have another written contract for the subject matter or Services, the separate terms and conditions of purchase or other written contract shall prevail. The Seller shall provide the relevant Products or Services in accordance with the requirements of the PO after the effective date of this PO.

3. 价格及支付: 卖方向礼来提供的任何产品或服务的价格应当以订单规定的为准。礼来不会支付任何未在订单中规定的款项。

Price and Payment: The price of any Products or Services offered by Seller to Lilly shall be as set forth in this PO. Lilly will not make any payments not specified in this PO.

除非双方另有约定, 礼来将在货到礼来指定的地点并检验合格后, 或者服务完成经礼来或礼来指定的第三方验收合格后, 并在收到卖方提供的、对金额无争议的正确合法的符合礼来财务政策的发票后的六十 (60) 日内付款。若卖方迟延交付, 则礼来有权迟延支付相应款项而无需承担任何责任。双方同意礼来的付款并不构成验收。如果礼来对卖方提供的任何发票有异议, 礼来应在收到发票后的十(10)日内以书面形式通知卖方。双方应友好地协商解决异议。在双方对有争议的部分进行商榷时, 如有可能, 礼来应先支付无异议的部分。双方同意礼来无需为因异议而延期支付的任何发票支付任何利息或违约金。

Unless otherwise agreed by the parties, payment will be made by Lilly within sixty (60) days after the Products have been delivered to the location designated by Lilly and inspected, or after the Services have been completed and inspected and accepted by Lilly or a third party designated by Lilly, and within sixty (60) days of receipt of a correct and legal invoice from Seller for the undisputed amount in accordance with Lilly's financial policies. In case of any delayed delivery by the Seller, Lilly shall be entitled to defer the corresponding payment without any liability. Both parties agree that the payment by Lilly shall not constitute an inspection and acceptance. If Lilly contests any invoice provided by the Seller, Lilly shall notify the Seller in writing thereof within ten (10) days of the receipt of the said invoice. Both parties shall resolve the disputes through amicable consultations. When both parties are in negotiation with respect to the disputed portion of the invoice, Lilly shall, to the extent possible, make the payment for the undisputed portion of the invoice. Both parties agree that Lilly shall not be required to pay any interest or liquidated damages for the deferred payment of any contested invoice.

4. 质量及规格:

Quality and Specifications:

- 4.1 卖方承诺本订单项下所供产品在原料、工艺和品质方面都无瑕疵，符合礼来订单中约定的规格，该产品适合礼来的既定用途和目的；卖方进一步保证其拥有按本订单提供的所有产品的所有权和相关权利，而这些产品为全新、未使用、未返工或整修，并且不带有任何抵押、担保或不存在任何侵犯第三方的权利要求。这些保证在任何交货、验收、付款或发运产品后应继续有效。

Seller warrants that the Products supplied under this PO will be free from defects in raw materials, workmanship and quality, conform to the specifications agreed in the Lilly PO, and that the Products are suitable for Lilly's intended use and purpose; Seller further warrants that it has title and rights in all Products supplied under this PO that are new, unused, not reworked or refurbished and are free from any encumbrance, warranty or claim of any kind infringing third party. These warranties shall survive any delivery, inspection, payment, or shipment of the Products.

- 4.2 当卖方根据订单提供服务时，卖方应：

When the Seller provides the Services in accordance with the PO, the Seller shall:

- a) 根据礼来不时的指示以及所有适用法律、规定以及行业标准和规范，以最高标准的技能、关注及勤勉向礼来提供本订单所描述的服务。

provide the Services described in this PO to Lilly with the highest standards of skill, care and diligence as directed by Lilly from time to time and all applicable laws, regulations, and industry standards and norms.

- b) 使用具有适当技能、资质及经验的人员向礼来提供服务。卖方应(i)确保被指派为礼来提供任何一部分服务的人员为且仅与卖方有合法劳动或劳务或其他劳务派遣关系之人员，未经礼来同意不得聘请或分包给第三方；并(ii)确保卖方对该等人员的该等指派并不违反任何法律法规或相关合同义务。礼来保留权利以合理拒绝接受其认为不适宜提供服务之人员。如果礼来拒绝接受某人员，卖方将尽其最大努力提供合适的替代人员。对礼来拒绝接受的任何人员，礼来将不承担任何义务，亦不产生任何费用。

provide the Personnel with appropriate skill, qualification and experience to render the Services to Lilly. Seller shall (i) ensure the Personnel designated to provide any part of the Services to Lilly has, and only have, lawful labor or service relationship or other labor dispatch relationship with the Seller and is not engaged or subcontracted to third parties without Lilly's consent; and (ii) ensure such dispatch of the Personnel by the Seller does not violate any law, regulation, or relevant contractual obligation. Lilly reserves the right to reasonably refuse to accept any Personnel in its belief unsuitable to provide the Services. If Lilly rejects any Personnel, the Seller will use its best endeavors to provide an appropriate replacement. Lilly shall have no obligations, nor will incur any costs, in respect of any Personnel rejected by Lilly.

- c) 确保提供服务的人员在整个服务提供阶段的连续性，如需更换服务人员应事先经过礼来同意。

ensure the continuity of the Personnel providing the Services during the whole course of the Services, and to obtain prior Lilly consent if any change of service Personnel is required.

- d) 对其所雇人员承担全部责任，包括但不限于：(i)根据其与人或相关方之协议安排以及法律法规规定，向代表卖方提供服务的人员支付所有到期应付的报酬及其他费用；(ii)基于卖方与人员之间的劳动或劳务或其他劳务派遣关系向人员提供所有相应权益（前提是存在该等劳动或劳务或其他劳务派遣关系）；(iii)根据相关法律法规规定，代扣代缴相应税款并向主管税务机关缴纳该等税款；及(iv)按照相关司法管辖区的相关法律规定，购买任何与劳动相关的保险。

take all responsibility for its Personnel, including without limitation to (i) pay the Personnel providing the Services on

behalf of the Seller all the compensations due and payable and other expenses according to the contractual arrangements between it and the Personnel, or the relevant party, and the laws and regulations; (ii) provide all relevant interests to the Personnel based upon the labor or service or other labor dispatch relationships between the Seller and the Personnel (provided such relationships exist); (iii) withhold the relevant taxes and pay such taxes to the competent tax authorities according to the relevant laws; and (iv) purchase any labor-related insurances according to the relevant laws in the relevant jurisdictions.

- e) 卖方应严格按照本订单中的时间表成功地完成服务。卖方应认识到其遵循服务的期限非常重要。

complete the Services successfully strictly pursuant to the schedule set forth in this PO. The Seller shall recognize the vital importance of following the term of the Services.

- f) 未经礼来事先书面批准，卖方不得使用任何分包商。如果卖方使用分包商，卖方将对分包商提供的服务承担全部责任，其程度与卖方直接提供的服务相同。

Seller shall not use any subcontractor without the prior written approval of Lilly. If Seller uses a subcontractor, Seller will be solely responsible for the Services provided by the subcontractor to the same extent as the Services provided directly by Seller.

5. 数量、交付及验收:

Quantity, Delivery and Acceptance:

- 5.1 礼来购买产品的数量和交货时间、交货地点应由订单规定。

The quantity and delivery time and location of Products purchased by Lilly shall be determined by the PO.

- 5.2 除非另有约定，卖方需严格按照订单确认的时间和条件交货。卖方每逾期交付一日，应按未交付部分金额的千分之三 (3‰)每天支付违约金，并赔偿礼来由此造成的任何额外费用，封顶不超过未交付部分金额的 20%；逾期交货超过十(10)日的，礼来有权终止本订单。礼来终止订单的，卖方除向礼来支付计算至协议终止日止的前述违约金及额外费用外，还应向礼来支付订单总金额百分之三十(30%)的违约金。同时，礼来除保留其依据本订单规定的或依法享有的其它权利或补救之外，还保留就这些产品从任何其他第三方购买替代产品的权利。如礼来购买替代产品的价格高于双方于订单中约定的价格，则卖方应全额赔偿礼来为此支付的价格差额。

Unless otherwise agreed, the Seller shall deliver the Products strictly pursuant to the delivery schedule and conditions specified in the PO. The Seller shall pay 3% of the value of the undelivered Products as liquidated damages for each and every day of the delayed delivery and indemnify Lilly against any additional expenses the latter has incurred therefrom, with the foregoing liquidated damages and indemnifications subject to a cap of 20% of the value of the undelivered Products. Lilly shall have the right to terminate this PO if the delivery is delayed for more than ten (10) days. Where the PO is terminated by Lilly, the Seller shall, in addition to the said liquidated damages and additional expenses accrued through the termination date of the agreement, pay Lilly thirty percent (30%) of the total amount of the PO in liquidated damages. Lilly also reserves the right to purchase substitute products from any other third party with respect to such Products, in addition to any other rights or remedies to which Lilly may be entitled under this PO or by law. In the event that Lilly purchases substitute products at a price higher than the price agreed upon by the parties in this PO, the Seller shall reimburse Lilly for the full amount of the price difference paid by Lilly for such products.

- 5.3 卖方应使用礼来于产品订单中指定的运输方式进行产品运输，并保证运输过程中的产品质量和安全。卖方必须将产品送至礼来指定的地点，并安全地卸货。订单载明的应交付的产品的所有风险应由卖方承担直至货物实际交付至礼来指定的接收地点，并且经礼来指定的收货人签署接收文件时止。

The Seller shall ship the Products in such way as designated by Lilly in this PO, and ensure the quality and safety of the Products in transport. The Seller shall deliver the Products to the place designated by Lilly and discharge them safely. All risks of the Products deliverable according to the PO shall be borne by the Seller until the Products have been actually delivered to the place of receipt designated by Lilly and the receipt documents have been signed by the consignee designated by Lilly.

- 5.4 若涉及产品生产，应礼来可能的、合理的要求，卖方需接受(1)礼来对卖方的任一生产环节指定第三方认证检测机构进行驻厂检验，检验内容由礼来指定，和/或(2)礼来指定的审计和生产现场检查。此外，应礼来可能的、合理的要求，产品需要进行出厂检验的，卖方所提供的一切产品应接受礼来或礼来指定的第三方的检验或者按照礼来的要求提供具有权威认证机构的检测报告。所有由礼来指定的，需要由礼来或第三方进行出厂检验的产品，检验合格后才能发货。

Where the manufacturing of the Products is involved, the Seller shall, at the possible and reasonable request by Lilly, accept (1) the on-site inspection of any part of the production processes of the Seller by a third-party certified inspection agency designated by Lilly, with the content of the inspection to be specified by Lilly and/or (2) the audit and on-site inspection designated by Lilly. In addition, where the factory inspection is required for the Products, any Products provided by the Seller shall, at the possible and reasonable request by Lilly, be subject to the inspection by Lilly or a third-party designated by Lilly, or the Seller shall, as requested by Lilly, furnish an inspection report issued by an authoritative certification agency. All Products designated by Lilly to be subject to the factory inspection by Lilly or a third party shall be delivered only upon passing of the inspection.

- 5.5 如果交付货物有缺陷、未拥有其应有的性能或者不符合任何样品表明的质量、或者不符合订单载明的质量和规格，除保留其依据本订单或依法享有的其它权利或补救之外，礼来有权要求(1)全部或部分解除本订单；(2)将货物退还给卖方，并由卖方承担风险和费用；和/或(3)要求卖方赔偿因此所造成的直接损失。若买卖双方未能就再次检验结果达成一致，双方可以共同委托一家权威的第三方检验机构对产品进行检验，其检验结果对双方均有约束力，除检验结果认定产品无缺陷且符合本订单的各项规定外，检验费用应由卖方承担。尽管礼来对货物进行了检验，卖方仍应对货物交付之前或之后的任何可归责于卖方的货物瑕疵或缺陷承担责任，上述检验不得视为对卖方该等义务的免除。

If the Products delivered are defective, devoid of the efficacy that they should have had, or inconsistent with the quality exhibited by the samples, or the quality and specifications set forth in this PO, Lilly shall, without prejudice to the other rights or remedies it may be entitled to under this PO or the laws, have the right to (1) cancel this PO in whole or in part; (2) return the Products to the Seller at the Seller's risks and expenses; and/or (3) require the Seller to indemnify it against the direct losses arising therefrom. If the Seller and Lilly fail to reach an agreement on the results of the re-inspection, both parties may jointly commission an authoritative third-party inspection agency to inspect the Products, the results of which inspection shall be binding on both parties. Unless the inspection confirms that the Products are not defective and consistent with all requirements of this PO, the inspection expenses shall be borne by the Seller. The Seller, notwithstanding the fact that Lilly may have inspected the Products, shall be liable for any flaws or defects of the Products attributable to it either before or after the delivery. The said inspection shall not be deemed to exempt the Seller from such obligations.

- 5.6 除非另有约定，如经礼来检验发现卖方多交付产品的，礼来有权拒绝接受该等多交付的产品且无义务为卖方保管该等多交付的产品。礼来会及时通知卖方。如礼来虽拒绝接受多交付的产品但为卖方代为保管该等产品的，卖方应承担礼来代为保管该等产品期间所产生的合理费用。对于礼来代为保管期间而发生的多交付产品的任何毁损，礼来不承担任何责任。

Unless otherwise agreed, if it is discovered from the Lilly's inspection that excess Products are delivered, Lilly shall have the right to reject such excess Products without any obligations to store such excess Products for the Seller. Lilly will promptly notify the Seller thereof. If Lilly refuses to take, but nevertheless store, the excess Products, the Seller shall bear

any reasonable expenses incurred by Lilly during the period in which it holds such Products for Seller. Lilly shall not be liable for any damages to the excess Products when they are in the storage of Lilly.

6. 包装和产品标识要求:

Packaging and Product Identification Requirements:

6.1 卖方应按照订单的要求对产品进行包装。因产品包装所产生的任何费用应由卖方承担。

The Seller shall pack the Products as required by the PO. Any costs incurred as a result of the packaging of the Products shall be borne by the Seller.

6.2 每件产品（最小独立包装）应独立包装，并印刷或张贴符合国家规定的销售用产品标识。卖方需遵守国家关于销售产品标识的相关法律规定，产品标识应包括质量合格证、质量标准、生产厂家及生产地址等。

Each Product shall be packaged separately (minimum single packaging) with the product sale marks in compliance with the state regulations to be printed or posted on the package. The Seller shall comply with the relevant laws and regulations in respect of the product sale marks including the quality certificate, the quality standards, the manufacturer, and its address.

6.3 包装物表面应有该产品名称、该产品货号、该批产品的出厂批号、每包装数量及总数量。卖方应保证包装的牢固、清洁，不破损，并有良好的防潮、防水、防锈、防腐和防振等保护措施。特殊产品的包装应遵照礼来向卖方另行提出的具体要求。

The face of the package shall bear the name, merchandise number, and batch number of the Products, unit quantity and total quantity. The Seller shall ensure that the package is sturdy, clean, unbroken, and resistant to dampness, water, rust, decay and vibration. Packaging of the special Products shall comply with the specific requirements provided by Lilly to the Seller separately.

6.4 除本订单约定的其他单证外，卖方应随货附上卖方出具的该批产品的供货清单及检验报告单。

In addition to the other documents set forth in this PO, the Seller shall provide along with the Products a supply list and inspection report of the Products.

6.5 若有与上述要求不符合的情况，礼来有权退货或拒收并不承担由此产生的费用和损失，卖方将承担由此对礼来造成的所有损失。

In the case of any failure to comply with the aforesaid requirements, Lilly shall have the right to return or reject the Products without being liable for any expenses and losses arising therefrom, and the Seller shall assume all the losses incurred by Lilly therefrom.

7. 保险: 卖方所持保险的承保范围应包括第三方人身伤亡或财产损失保险，其保额应足以使礼来在出现人身伤亡或财产损失的情况下得到保护，并应符合有关雇主对雇员因雇用所致伤病所负责任的任何和所有法律、法规或命令。卖方还应购买并保持卖方经营所在国类似规模和类似业务的公司通常购买并保持的其他种类和保额的保险。

Insurance: The insurance maintained by the Seller shall cover the third party casualties or property losses, the amount of which shall be adequate to protect Lilly against the casualties or property losses, and shall comply with all the laws, regulations and orders pursuant to which the employer shall be liable for any injuries suffered by the employees as a result of the employment. The Seller shall also purchase and maintain the insurances of other types and amounts which are customarily purchased and

maintained by the company with the similar size and business in the country where the Seller operates.

卖方应为订单项下的产品购买运输保险，赔付范围应包括运输过程中的损坏、丢失和延误等。如礼来有要求，卖方应在产品出运前向礼来提供该批产品的运输保单。若运输过程中出现任何异常情况，由卖方负责和保险公司协商解决。

The Seller shall purchase the transportation insurance for the Products under this PO covering the damages, losses and delay incurred during the transportation. The Seller shall, upon the request by Lilly, provide Lilly with the transportation policy for the batch of the Products before shipping them. In case any unusual circumstances arise during the transportation, the Seller shall be responsible for consulting with the insurer to resolve the issues.

8. **税收：**本订单中所提及的价格，包括除法律明确规定应由礼来承担的税款外的一切税款和其他行政费用。卖方同意对卖方未能支付的税款和其他行政费用对礼来进行赔偿或者报销礼来由此产生的相应费用。

Taxes: The prices referenced in this PO shall include any taxes and other administrative expenses except for the taxes expressly required by law to be borne by Lilly. The Seller agrees to indemnify Lilly against the taxes and other administrative expenses unpaid by the Seller or reimburse Lilly the relevant expenses incurred by Lilly therefrom.

9. **知识产权：**除经礼来事前书面许可外，卖方仅可在礼来明确授权下使用礼来或者礼来的关联方拥有的、或被授权使用的（已注册或未注册）商标、商号、标识、专利或著作权，并且在此情况下卖方确认此类授权将仅限于履行本订单必需的范围内。卖方应承担并且应就因为或关于在本订单范围之外任何使用该等信息而产生的任何索赔、法律行动、责任、损失、损害赔偿、支出和费用赔偿礼来并使其免受损害。

Intellectual Property Rights: Unless Lilly has given its prior written consent, the Seller shall only, to the extent expressly authorized by Lilly, use the trademarks, trade names, logos, patents or copyrights, whether registered or not, owned by or licensed to Lilly or its Affiliates, and in such case the Seller confirms that the said authorization shall only be limited to the extent necessary for the performance of this PO. The Seller shall be liable for, and shall indemnify and hold harmless Lilly against, any claims, legal actions, liabilities, losses, damages, expenses and costs arising out of or in connection with using such information outside the scope of this PO.

任何标有礼来商标、商号、标识、专利或者著作权的产品只能按照礼来要求进行处理并由由卖方承担因此产生的所有费用和损失，包括但不限于：卖方生产的达不到本订单约定的质量或规格要求的成品、卖方在生产过程中产生的多于物料等。

Any Products, including without limitation the Seller's final Products that fail to meet the quality standards or the specifications set forth in this PO, and the redundant Materials from the Seller's manufacturing process, bearing the trademarks, trade names, logos, patents or copyrights of Lilly shall be handled, at the Seller's expenses and losses, only in such a manner as required by Lilly.

卖方不得将有礼来商标、商名、标识、专利或著作权的产品、样品等进行公开的宣传并在各种商业场合展示。任何卖方为礼来生产的新产品，在礼来投入市场之前，卖方必须保证所有的样品、图纸、配方等不得公示给任何除礼来外的第三方。卖方同意根据本订单提供的服务、交付的产品属于中国专利法第八条规定的委托研发，其产生或开发时即由礼来所有，卖方同意并在此确认礼来自始拥有在全世界范围所有与产品、服务知识产权相关的所有权利、权益和利益。

The Seller shall not promote in public or display in any business settings any Products or samples bearing the trademarks, trade names, logos, patents or copyrights of Lilly. The Seller shall ensure all the samples, drawings, and formula in respect of any new Products manufactured by the Seller for Lilly, before such new Products are launched in the market,

will not be disclosed to any third party other than Lilly. Seller agrees that the Services provided and Products delivered under this PO are entrusted research and development as defined in Article 8 of the Patent Law of the People's Republic of China, and are owned by Lilly at the time of their creation or development, and Seller agrees and hereby acknowledges that Lilly from the outset owns all the rights, interests, and benefits related to the Products and Services' Intellectual Property Rights all over the world.

10. 保密:

Confidentiality:

- 10.1 任何与本订单相关并由礼来或以礼来名义提供给卖方的信息或材料均归礼来所有，卖方只能将这些资讯用于与本订单有关的用途。卖方不得泄露任何由礼来或其关联机构提供或以礼来其关联机构名义提供的、与设计、图纸、规格、人事、科研、产品及其他商业情报有关的资讯或移作他用。卖方应妥善保存这些材料，但合理损耗除外，并根据礼来指示处理或返还这些材料。如果卖方获悉存在（或疑似存在）未经授权披露或使用礼来任何保密信息的情形，必须立即通知礼来。

Any information or Materials related to this PO and provided by or on behalf of Lilly to the Seller shall belong to Lilly. The Seller shall use such information only for the purposes of this PO. The Seller shall not disclose any information provided by or on behalf of Lilly or its Affiliates in relation to the designs, drawings, specifications, personnel, research, products and other business intelligence, or use such information for any other purposes. The Seller shall keep such Materials properly except for the reasonable wear and tear and dispose of or return them as instructed by Lilly. Seller must notify Lilly immediately if it learns of the existence (or suspected existence) of any unauthorized disclosure or use of any of Lilly's Confidential Information.

- 10.2 本条同样适用于卖方的人员、顾问、代理人或代表人，并且卖方在此同意，其应将上述条款的内容如实告知其人员、顾问、代理人或代表人并保证其所有有关人员、顾问、代理人或代表人遵守本条款。

This clause also applies to the Personnel, consultants, agents or representatives of the Seller. The Seller hereby agrees that it shall truthfully inform its Personnel, consultants, agents or representatives of the above-mentioned clause, and undertakes that its Personnel, consultants, agents or representatives will comply with this clause.

11. 遵守法律法规及礼来政策:

Compliance with Laws, Regulations, and Lilly Policies:

- 11.1 双方均应确保其根据本订单开展的活动始终符合中国法律，包括但不限于中国与隐私相关的法律规定、反腐败与反贿赂方面以及网络安全、数据安全方面的法律法规。

Both parties shall ensure that their activities under this PO are always in compliance with the laws of the People's Republic of China, including but not limited to the laws and regulations of the People's Republic of China on privacy, anti-corruption and anti-bribery, and cybersecurity and data security.

- 11.2 卖方还同意遵守卖方了解到的任何礼来政策，包括但不限于

Seller also agrees to comply with any Lilly policies of which Seller becomes aware, including but not limited to:

- (i) 礼来不时修订并在 <https://www.lilly.com/suppliers/supplier-resources> 上公布或以其他方式提供给卖方的礼来供应商隐私标准的适用条款；

The Applicable Terms of the Lilly Supplier Privacy Standards as amended by Lilly from time to time and posted on

<https://www.lilly.com/suppliers/supplier-resources> or otherwise made available to Seller.

- (ii) 礼来不时修订并在 <https://www.lilly.com/suppliers/supplier-resources> 上公布或以其他方式向卖方提供的礼来信息安全标准；和

The Lilly Information Security Standards, as amended by Lilly from time to time and posted on the <https://www.lilly.com/suppliers/supplier-resources> or otherwise made available to Seller; and

- (iii) 礼来公司不时修订的《礼来公司供应商商业行为准则》，该准则发布于 <https://www.lilly.com/suppliers/supplier-resources> 或以其他方式提供给卖方。除非礼来另有指示，否则卖方应自费获取开展采购订单项下任何必要活动所需的所有许可、执照和其他批文。

The Lilly Supplier Code of Business Conduct, as amended by Lilly from time to time, as published in <https://www.lilly.com/suppliers/supplier-resources> or otherwise made available to Seller. Unless otherwise instructed by Lilly, Seller shall, at its own expense, obtain all permits, licenses, and other approvals necessary to carry out any necessary activities under this PO.

12. 反腐败:

Anti-Corruption:

基于礼来作为美国公司的分支机构应当同时遵守美国《反海外腐败法》，该法一般禁止为获得或保留业务或任何不正当利益而直接或间接向任何政府官员承诺、支付或给予任何有价物品。卖方同意遵守《礼来采购合同反贿赂承诺》的适用规定，该承诺由礼来不时修订，并在<https://www.lilly.com/suppliers/supplier-resources>上公布或以其他方式提供给卖方。

As Lilly, as an affiliate of a U.S. corporation, is also subject to the U.S. Foreign Corrupt Practices Act, which generally prohibits the promise, payment, or giving of anything of value, directly or indirectly, to any Government Official for the purpose of obtaining or retaining business or any improper advantage. Seller agrees to abide by the applicable provisions of the Lilly Procurement Contract Anti-Bribery Commitment, as amended by Lilly from time to time and posted on the <https://www.lilly.com/suppliers/supplier-resources> or otherwise made available to the Seller.

13. 制裁和出口控制:

Sanctions and Export Controls:

- 13.1 协议各方同意遵守所有适用的可能直接或间接影响双方履行本协议的贸易制裁、出口管制和进口/海关相关法律和法规（合称为“贸易限制规定”），包括，如适用，美国财政部（the U.S. Treasury Department）下属的海外资产管理办公室（Office of Foreign Assets Control）实施的美国贸易制裁（31 C.F.R. Part 501 et seq.），《美国出口管理条例》（15 C.F.R. Part 734 et seq.），美国海关和边境保护局实施和执行的法律法规（包括但不限于《1930年关税法》第307条），欧盟贸易制裁和出口法律（包括但不限于欧洲理事会条例（EC）第428/2009号（经修订）），中华人民共和国制裁、进口和出口法律法规（包括但不限于《中华人民共和国出口管制法》）以及联合国实施的适用制裁方案。

Each Party agrees to comply with all applicable trade sanctions, export control and import/customs laws and regulations that could directly or indirectly affect the Parties' performance of this Agreement, including where applicable the U.S.

trade sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Part 501 et seq.), the U.S. Export Administration Regulations (15 C.F.R. Part 734 et seq.), the laws and regulations administered and enforced by US Customs and Border Protection including but not limited to Section 307 of the Tariff Act of 1930, European Union trade sanctions and export laws (including without limitation Council Regulation (EC) No. 428/2009 (as amended)), the sanctions, import and export laws and regulations of the PRC (including without limitation the PRC Export Control Law), and the applicable sanctions programs administered by the United Nations ("UN") (collectively referred to as "Trade Restrictions").

- 13.2 协议各方陈述并保证，其自身或据其所知，其董事、高级管理人员、代理、股东或任何对其享有控制权益的主体均不构成：(i) 被相关司法管辖区根据贸易限制规定指定或列入任何受限制方名单的主体；(ii) 在受相关政府当局（包括但不限于中华人民共和国、美国、欧盟、英国和联合国）全面制裁的地域设立、设有总部或依据该等地域的法律组织成立（每一该等地域称为“受制裁地域”，目前包括白俄罗斯、古巴、伊朗、克里米亚、朝鲜、俄罗斯、俄罗斯控制的乌克兰地区和叙利亚，但受限于随时做出的变更）；或(iii) 由上述一个或多个主体（合称为“受制裁主体”）控制或直接或间接拥有50%或以上股份权益。协议各方进一步陈述并保证，如果其自身或其任何董事、高级管理人员、代理、股东或任何对其享有控制权益的主体成为受制裁主体，其将立即书面通知另一方。

Each Party represents and warrants that neither it, nor to the best of its knowledge, its directors, executive officers, agents, shareholders or any person having a controlling interest in it are (i) a person designated or otherwise included on any list of restricted parties published by the relevant jurisdictions pursuant to Trade Restrictions; (ii) incorporated or headquartered in, or organized under the laws of, a territory subject to comprehensive sanctions of relevant government authorities, including without limitation those of the PRC, the U.S., the EU, the UK and the UN. (each, a "Sanctioned Territory") (currently, Belarus, Cuba, Iran, Crimea, North Korea, Russia, the Russian controlled regions of Ukraine, and Syria, but subject to change at any time) or (iii) controlled or directly or indirectly owned 50% or more in aggregate by one or more of the foregoing persons (together "Restricted Person"). Each Party further represents and warrants that it shall notify the other Party in writing immediately if it or any of its directors, executive officers, agents, shareholders or any person having a controlling interest in it becomes a Restricted Person.

- 13.3 协议各方陈述并保证，其在完全遵守贸易限制规定的前提下进行本协议项下的交易。任何一方不得直接或间接导致另一方违反任何贸易限制规定或因其与本协议有关的活动而面临任何制裁风险（包括二级制裁风险）。如果任何一方发现其自身存在或与其有关的任何实际或潜在的违反贸易限制规定的情形，应立即书面通知另一方。

Each Party represents and warrants that it conducts transactions under this Agreement in full compliance with Trade Restrictions. Neither Party shall cause the other, directly or indirectly, to breach any Trade Restrictions or become subject to any sanctions risks (including the risks of secondary sanctions) with respect to its activities concerning this Agreement. Each Party shall notify the other Party in writing immediately if it becomes aware of any actual or potential violation of Trade Restrictions by or concerning it.

14. **违约责任及赔偿：**对全部或部分因(1)卖方违反本订单的任何条款或规定；或(2)在履行本协议时，卖方、其雇员、代理人、代表人的任何疏忽、故意行为、错误或不作为产生的任何及所有的责任、判决、损害赔偿、损失和花销，卖方同意保护、赔偿礼来及其雇员、代理人、代表人并使其免受损害。但是，在本订单项下卖方不对因礼来单方面过失、鲁莽或故意行为造成的损失负责。在任何情况下，礼来都不应对卖方的利润损失或其它由此产生的间接 亏损负责。

Liability and Indemnity for Breach of Contract: Seller agrees to defend, indemnify, and hold harmless Lilly and its employees, agents, and representatives from and against any and all liabilities, judgments, damages, losses, and expenses arising, in whole or in part, from (1) Seller's breach of any term or provision of this PO; or (2) any negligence, willful act, error, or omission of Seller, its employees, agents, and representatives, in the performance of this PO. Provided, however, that Seller shall not be liable for damages caused by the negligence, recklessness, or willful conduct of Lilly in its sole discretion under this PO. In no event shall Lilly be liable to Seller for lost profits or other consequential losses arising therefrom.

15. **终止：**双方协商一致，可以书面形式提前解除本订单。如果任何一方在任何时间严重违反采购订单中规定的义务、一般性违约但经过对方书面通知或者催告后三十（30）日内未完成补救、变为无力偿债、进入清算程序、被破产 接

管、接收任何形式的外部破产管理、与其债权人基本达成和解协议安排、或利用任何法律减免无力偿债之债务 人的债务，则对方经书面通知可终止本采购订单。

Termination: Both parties agree that this PO may be terminated early in writing by mutual agreement. Either party may terminate this PO upon serving a written notice on the other party if such other party has, at any time, (i) materially breached its obligations under this PO, (ii) failed to cure a general breach within thirty (30) days of the written notice or request from the other party, or (iii) become insolvent, entered into liquidation or receivership, fallen subject to the external administration of any form, made a composition arrangement with its creditors in general, or drawn upon any law to relieve the insolvent debtors from the indebtedness owed by them.

- 16. 提前终止：** 如果卖方严重违反本订单，礼来可立即终止本订单。为避免疑问，重大违约包括卖方违反以下条款：(i) 第 9 条至第 13 条（含）；或 (ii) 本订单中明确规定构成重大违约行为的任何其他条款。如果采购订单因卖方违约而终止（全部或部分），礼来没有义务补偿卖方提供的任何产品或服务，卖方无权获得任何损害赔偿，礼来也不会赔偿卖方因礼来根据本第16条行使其终止权而遭受的任何损失。

Early Termination: Lilly may terminate this PO immediately if the Seller materially breaches this PO. For the avoidance of doubt, a material breach includes a breach by the Seller of: (i) Article 9 to 13 (inclusive); or (ii) any other Articles of this PO that expressly provides for a material breach. If this PO is terminated (in whole or in part) as a result of Seller's breach, Lilly will have no obligation to compensate the Seller for any Products or Services provided, the Seller will not be entitled to any liquidate damages, and Lilly will not compensate the Seller for any losses suffered as a result of Lilly exercising its right to terminate pursuant to this Article 16.

- 17. 不可抗力：**“不可抗力”是指将引起一方或双方不能履行本订单项下义务的以下任何事件：火灾、爆炸、洪水、地震以及其他自然事件，战争，政府行为，骚动，或者其它超出双方控制的情况，其他国际认可的不可抗力事件以及其它超出双方控制的人为或者自然事件。如果一方因上述不可抗力不能履行本采购订单中规定的义务，它应在十五（15）天立即书面通知另一方不可抗力事件的发生，并提供不能履行其义务的书面解释。

Force Majeure: The “Force Majeure” shall mean any of the following events that render one party or both parties unable to perform the obligations under this PO: fire, explosion, flood, earthquake and other natural events, war, government acts, riots, or other circumstances beyond the control of both parties, other internationally-recognized force majeure events, and other artificial or natural events beyond the control of both parties. If either party is unable to perform its obligations under this PO due to the Force Majeure, it shall promptly notify the other part in writing of the occurrence of such events within fifteen (15) days thereof, and provide the written explanation for the inability to perform its obligation.

- 18. 安全保障：** 卖方应遵守与服务有关的所有必需的安全预防措施以及中国的卫生和安全法律法规及其任何修正案。卖方还须遵守礼来可能不时提出的任何安全及现场规范或要求。

Safety and Security: The Seller shall take all necessary safety preventive measures related to the Services and comply with the health and safety laws and regulations of the People's Republic of China, as amended. The Seller shall also comply with any safety and on-site standards and requirements set by Lilly from time to time.

19. 适用法律和争议解决：

Governing Law and Dispute Resolution:

- 19.1** 本订单的订立、生效、解释和履行以及因本订单而产生的争议的解决应受中国法律管辖。

The execution, effectiveness, interpretation and performance of this PO and the resolution of any dispute arising from this PO shall be governed by the laws of the People's Republic of China.

19.2 因本订单而产生或与本订单有关的任何争议（包括与本订单的存在、有效性或终止有关的任何问题）应首先通过友好协商解决。如果该争议在一方向另一方提出书面通知要求进行协商的三十(30)日内未能友好协商解决，该争议应提交至礼来住所地所在的有管辖权的法院最终解决。

Any disputes arising out of or in connection with this PO (including any issues regarding the existence, validity or termination of this PO) shall be first resolved through amicable consultations. If the dispute fails to be resolved through amicable consultations within thirty (30) days after one party has served a written notice on the other party requesting such consultations, such dispute shall be submitted for the final resolution to the court with jurisdiction at the place where Lilly is domiciled.

20. 卖方保证和承诺:

Warranties and Undertakings of the Seller:

20.1 卖方向礼来保证:

The Seller warrants to Lilly that:

- a) 按照本地法律，法规，政策和行政规定，卖方获得了许可，经过注册，或是具有资格从事业务，并且根据相关法律要求，为在规定时间内提供产品或完成服务，已经获得必需的或者法定的许可或注册；

it has obtained the permits, been registered or qualified to conduct its business according to the local laws, regulations, policies or administrative provisions, and has, according to the relevant laws, obtained mandatory or statutory permits or registrations to supply the Products or provide the Services within the specific timeframe;

- b) 其有权签署并履行本订单项下的义务，且无需任何其他方的同意；

it has the right to execute this agreement and perform the obligations hereunder without the consent of any other parties;

- c) 如果在交付前向礼来提供了货物样品，则货物将与样品保持一致；

the Products will be consistent with the samples if such samples have been provided to Lilly prior to the delivery;

- d) 其未曾在货物中使用或指定使用，以后亦不会使用或指定使用（或允许其他方使用或指定使用）：任何不符合适用的或相关的地方标准或行业规范（如果没有地方标准或行业规范，则为适用的或相关的适当的国家标准和规范）的物质或材料，或是在指定使用之时为行业或同业所知的、如在特定环境中如使用将对健康或安全或耐久性或适用性有害的材料或物质；

it has not used or specified to use and will not use or specify to use (or permit other parties to use or specify to use) any substances or materials inconsistent with the applicable or relevant local standards or industry practices (or if there are no such local standards or industry practices, then the applicable or relevant state standards or norms), or any substances or materials that are, if used in certain environment, known in the industry or to the peers at the time of the specified use to be harmful to the health, safety, durability or fitness;

- e) 使用或销售产品及提供的服务不得侵犯任何专利、商标、著作权或者属于其他第三方的知识产权

the use or sale of Products and Services provided shall not infringe any patent, trademark, copyright or Intellectual

Property Rights belonging to other third parties.

- f) 用于履行订单的所有货物和所有材料都是新的、无缺陷的、具有适销质量的，并且适合其供应目的；
all Products and all materials used for the performance of this PO are new, free of defects, of merchantable quality and fit for the purpose for which they are supplied.
- g) 货物不受任何抵押，包括任何抵押、留置权、质押或作为支付货币或其他义务的任何其他担保；
the Products are not subject to any encumbrance, including any mortgage, lien, pledge, or any other security as payment of monetary or other obligations.
- h) 根据采购订单装运的所有货物都附有适当的交货文件；
all Products shipped under this PO are accompanied by appropriate delivery documents.
- i) 采购订单号将出现在与货物或服务有关的所有文件和包装上；
the PO number will be on all documents and packaging relating to the Products or Services.
- j) 卖方将以最高水平的技能、谨慎和勤勉提供服务，包括按照任何指定的时间表提供服务，且服务在性能方面无重大缺陷。
the Seller will provide the Services with the highest level of skill, care, and diligence, including the provision of the Services on any specified schedule, and the Services will be free from material defects in performance.
- k) 礼来将向卖方提供交付货物或根据采购订单履行服务所合理要求的所有信息和所有进入场所的权利。
Lilly will provide the Seller with all information and all rights to enter the premises as reasonably required for delivery of the Products or performance of Services pursuant to the PO.
- l) 卖方承诺并保证应对其在产品生产、销售或提供服务的过程中可能出现的环境问题，包括但不限于有毒废物污染、产品包装中的材料污染，危险气体排放等进行管理，且应确保前述过程符合ISO14000环境管理体系的要求，并应尽最大可能减少前述过程对环境的污染和危害。在价格、质量相同的情况下，卖方应当优选更为低碳和环境友好型分包商为礼来提供产品或服务，若卖方在协议/订单有效期内出现违反国家环保相关法律法规的行为，礼来有权单方解除该协议/订单，卖方无权获得任何赔偿，礼来也不会赔偿卖方因礼来根据本第20.1（1）条行使其解除权而遭受的任何损失。

The Seller undertakes and warrants that it shall manage the environmental issues that may arise in the process of production, sale of Products or provision of Services, including but not limited to toxic waste pollution, material pollution in product packaging, hazardous gas emissions, etc., and shall ensure that the aforesaid process is in compliance with the requirements of the ISO14000 Environmental Management System and shall endeavor to minimize the pollution and harm to the environment caused by the aforesaid process. In case of the same price and quality, Seller shall prefer more low-carbon and environment-friendly subcontractors to provide Products or Services to Lilly, and Lilly shall have the right to unilaterally terminate the Agreement/PO if the Seller violates the laws and regulations related to the national environmental protection during the validity period of the Agreement/PO, and Seller shall not be entitled to any compensation, nor shall Lilly compensate Seller for any loss suffered as a result of Lilly's exercise of its right of termination under this Article 20.1(l).

20.2 卖方应承诺:

The Seller undertakes that:

- a) 按期提供发票, 详细陈述完成的工作;
provide invoices on time and detail the work completed.
- b) 提供用于结算所需的全部费用文件, 并且在出现异常支出之前提前向礼来提供书面通知。在任何异常支出发生前, 礼来必须以书面形式予以批准;
provide all documents required for the expenses reimbursement, and give prior written notice to Lilly in the case of any extraordinary expenditure. Any extraordinary expenditure shall be approved by Lilly in writing prior to its incurrence.
- c) 如果卖方违反任何一条以上提到的陈述和保证条款, 或者是, 如果礼来得知, 在代表礼来或者任何其他公司履行的服务中, 卖方正在或者已经向政府官员进行不恰当的支付行为, 礼来可以终止订单。另外, 如果一旦发生这种终止行为, 无论是卖方正在进行的活动, 或是订单终止前与其他第三方签订的合同, 卖方均无权要求因此获得进一步支付, 因而产生的损失和赔偿由该卖方承担。

Lilly may terminate the PO if Seller violates any of the foregoing representations and warranties, or if Lilly learns that Seller is making or has made inappropriate payments to a Government Official in connection with Services performed on behalf of Lilly or any other company. In addition, in the event of such termination, the Seller shall not be entitled to further payment of the Seller's ongoing activities or contracts with other third parties concluded prior to the termination of the PO, and the Seller shall be liable for any losses and damages arising therefrom.

21. 其他:

Miscellaneous:

- 21.1 转让: 卖方在本订单下的权利和义务为卖方所有, 未经礼来事先书面同意, 不得转让给任何第三方。

Assignment: the Seller's rights and obligations under this PO are owned by Seller and shall not be assigned to any third party without Lilly's prior written consent.

- 21.2 仅针对制造物料采购: 每次送货请卖方提供送货单, 如果卖方没有提供该文件, 货物将会被退回。送货单需要以下内容:

Procurement of production materials only: whenever delivering the Products, the Seller shall provide a delivery note. The Products will be returned if the said document is not provided. The delivery note shall set forth:

1. 卖方名称

Name of the Seller

2. 送货地址

Shipping address

采购订单

Purchase Orders

1. 数量及物品名称
Quantity and name of item
2. 产品代码或者礼来内部编码
Product code or Lilly internal code
3. 控制编码（如果适用）
Control code (if applicable)
4. 礼来内部联系人(如果可以提供)
Lilly internal contact (if available)

21.3 对于礼来的进口采购，需提供以下原始单据：

For Lilly's import purchases, the following original documents are required:

1. 两套原始发票、装箱单及运单
Two sets of original invoices, packing lists and shipping notes; and
2. 非针叶木包装声明或非木质包装声明（木质包装必须处理并有 IPPC 标识）。
Non-coniferous wood packing statement or non-wood packing statement (wooden package shall be processed and bear the IPPC logo).

21.4 本订单所涉及的条款以英文和中文书写，如有出入，以中文为准。

The terms and conditions of this PO shall be written in the English and Chinese and in the event of any discrepancies between the two versions, the Chinese shall prevail.