

**WORLD BANK GROUP – PURCHASE ORDER GENERAL TERMS AND CONDITIONS
GOODS & SERVICES**

December, 2010

世界银行集团 – 采购订单一般条款和条件
货物和服务
2010年12月

This document is a translation of the World Bank Group Purchase Order Terms and Conditions, dated December 2010, and is provided as a service to interested parties. In case of any discrepancies, the official version in English governs.

<p>1. AGREEMENT</p>	<p>1. 协议:</p>
<p>This Purchase Order (PO) is between the International Bank for Reconstruction and Development (the World Bank) or the International Finance Corporation (IFC) (Purchaser), and Vendor for the goods and/or services described on the face of this PO. Definitions: (i) Goods, tangible items; (II) Services, include but are not limited to, installation, maintenance, and other types of labor based services.</p>	<p>本采购订单 (PO, 以下简称为“订单”) 由国际复兴开发银行 (世界银行) 或国际金融公司 (IFC) (买方) 与卖方就本订单所述的货物和/或服务签订。 定义: (i) 货物指有形物品; (II) 服务包括但不限于安装、维护和其他基于劳动的服务。</p>
<p>2. ACCEPTANCE</p>	<p>2. 同意。</p>
<p>This PO shall be deemed accepted by Vendor upon the earlier of: (a) Purchaser's receipt of the acknowledged copy duly executed by Vendor; (b) Vendor's full or partial completion of the Contract Works; (c) commencement of performance of services; or (d) Vendor's acceptance of payment.</p>	<p>一旦满足以下其中任何一个条件 (以先发生者为准), 即视为卖方已接受本订单: (a) 买方收到卖方正式签署的复函; (b) 卖方已完成所有或部分合同工程; (c) 卖方开始提供服务; (d) 卖方接受付款。</p>
<p>3. ORDER OF PRECEDENCE</p>	<p>3. 优先顺序。</p>
<p>These General Terms and Conditions, together with such terms as are set forth on the front of this PO constitute the final, complete and exclusive agreement between Vendor and Purchaser. If there is a conflict between these General Terms and Conditions and any document referenced or identified on the front of this PO, then these General Terms and Conditions shall govern.</p>	<p>这些一般条款和条件与此订单前页所规定的相关条款, 一起构成卖方与买方之间最终的、完整的并且专属的协议。如果订单前页引用或提到的文件与一般条款和条件存在冲突, 应以一般条款和条件为准。</p>
<p>4. PO IDENTIFICATION</p>	<p>4. 采购订单标识。</p>
<p>The PO number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.</p>	<p>必须在所有票据、提单、装箱单、包装箱和往来信件中标明订单编号。</p>
<p>5. DELIVERY</p>	<p>5. 交付。</p>
<p>Delivery and/or performance must be completed within the term stated on this PO. Purchaser reserves the right to cancel this PO without liability and to charge Vendor with any loss incurred as a result of Vendor's failure to fulfill its obligation to deliver within the term specified.</p>	<p>必须在本订单规定的期限内交付货物或完成服务。如果卖方未能在规定的期限内完成其任务, 买方保留无责取消此订单并要求卖方赔偿相应损失的权力。</p>
<p>6. PACKAGING (Goods Only)</p>	<p>6. 包装 (仅适用货物)。</p>
<p>Vendor shall provide proper and adequate packaging in accordance with prevailing commercial best practices to ensure that material shipped to Purchaser will be free of damage. Vendor shall use commercially reasonable efforts to utilize recycled and/or recyclable packaging materials. Expenses incurred by Purchaser due to Vendor's non-compliance with such instructions will be for Vendor's account. Purchaser reserves the right to reject any and all shipments deemed by Purchaser to have been inadequately packaged.</p>	<p>卖方应照当前业界的最佳做法对货物进行妥当、完善的包装, 保证货物在运输到买方后完整无损。卖方应做出商业上合理的努力使用回收和/或可回收的包装材料。如果卖方未遵循这些规定而导致买方产生的费用应由卖方承担。买方有权拒绝部分或所有买方认为包装不当的货物。</p>
<p>7. INSPECTION, ACCEPTANCE OR REJECTION</p>	<p>7. 检验, 接受或拒绝。</p>
<p>Purchaser shall have 30 calendar days after receipt of goods or performance of services to accept or reject them as non-conforming with this PO. Rejected goods will be returned to Vendor, transportation charges collect, or held by Purchaser for disposition at Vendor's risk and expense. Based on an inspection of a valid sample, Purchaser may reject the goods or services in whole or in part. If goods delivered or services performed by Vendor are found to be defective, Purchaser shall have the right to require the correction thereof by Vendor. Purchaser may charge Vendor the cost of inspecting or re-inspecting rejected goods and/or services. Vendor agrees that Purchaser's payment under this PO shall not be deemed acceptance of any goods or services delivered hereunder. Failure to reject within 30 days shall be deemed acceptance. Acceptance shall not relieve Vendor of its warranty obligations or liability for latent defects.</p>	<p>买方在收到货物或服务的30天内可以接受也可以因货物或服务不符合此订单的要求而拒绝接受。拒绝的货物将退还给卖方, 运费由卖方承担, 或暂存在买方, 处理暂存货物的风险和费用由卖方承担。在检验有效样品后, 买方可以拒绝所有或部分货物或服务。如果发现卖方提供的货物或服务未达标, 买方有权要求卖方进行校正。买方可以要求卖方承担检验或重新检验被拒货物和/或服务的费用。卖方同意, 买方按照此订单付款并不意味着买方对货物或服务的认可。如果买方未在30天之内拒绝, 应被视为接受。但接受并不免除卖方的担保义务或对隐性缺陷的责任。</p>
<p>8. TITLE AND RISK OF LOSS (Goods Only)</p>	<p>8. 所有权和损失风险 (仅适用货物)。</p>
<p>Vendor represents and warrants that Vendor has title to the goods and is fully qualified to sell, lease, or license such goods. Title to all goods furnished hereunder shall be transferred free and clear of all liens, claims, security interests or other encumbrances when title thereto passes to Purchaser. Title will pass to Purchaser on the earlier of the date: (a) payment for such goods has been made by Purchaser; (b) such goods are delivered to Purchaser; or (c) this PO is terminated by Purchaser for default. Vendor shall assume all risk of loss or damage for goods furnished hereunder until such time as conforming goods have been delivered and unloaded at F.O.B. point, inspected and accepted, in writing, by Purchaser. Notwithstanding the above, if the front of this PO has different terms for the passage of title or risk of loss, then the front of this PO shall govern.</p>	<p>卖方表明并保证其拥有货物的所有权, 并有完全资格销售、租赁或发放许可。据此订单交付的货物所有权应完全转交给买方, 不存在任何留置权、索赔、担保或其他产权障碍因素。一旦满足以下其中任何一个条件 (以先发生者为准), 所有权即转到买方: (a) 买方支付货物款项; (b) 货物交付买方; (c) 因违约原因, 买方中止本订单。在合格货物送达、卸载到离岸交割地点并由买方书面验收之前, 卖方承担所有货物损失或损害的风险。尽管有上述规定, 如果此订单前页对所有权转移或损失风险有不同规定, 以本订单前页为准。</p>
<p>9. WARRANTIES</p>	<p>9. 担保。</p>
<p>Vendor expressly warrants that all goods and services delivered or performed under this PO will be: (a) merchantable (goods only); (b) free from defects in</p>	<p>卖方明确担保按此订单提供的货物和服务满足下列条件: (a) 可销售 (仅适用货物); (b) 材料与工艺无缺陷; (c) 适合并满足预期用途; (d)</p>

<p>material and workmanship; (c) fit and sufficient for the purposes intended; and (d) in strict conformance to applicable specifications, drawings, approved Submittals or other description furnished by Purchaser. All warranties specified herein shall be in addition to any other warranties, express, statutory or implied. This warranty shall survive Purchaser's inspection, acceptance and payment, and Purchaser's continued use of goods or services after notifying Vendor of their failure to conform to the PO or breach of warranty will not be considered a waiver of Purchaser's right to a remedy.</p>	<p>严格遵守了相关的设计要求、图纸、已批准的提交物或买方提出的其他要求。除了此处说明的所有担保，卖方还提供其他明示的、法定的或隐含的担保。此担保在买方检验、接受和付款后仍然有效，买方通知卖方其未能达到订单的要求或者违背担保约定后继续使用货物或服务，不能被视为买方放弃寻求补偿的权力。</p>
<p>10. AUDIT</p>	<p>10. 审计。</p>
<p>Vendor agrees to maintain, in accordance with sound and generally accepted accounting practices, records supporting all amounts invoiced under this PO. Vendor shall make such records available to the Purchaser or the Purchaser's designated representative at all reasonable times until the expiration of three (3) years after the date of the final payment, for the purpose of auditing this PO. In the event an audit determines that Purchaser has overpaid Vendor, Vendor shall reimburse the Purchaser, within thirty (30) days after receipt of a written request thereof, the amount of any such overpayment.</p>	<p>卖方同意按照健全的、通用的会计做法，保留涉及此订单所有款项的记录。在最后付款日的三年内，买方或买方指定代表有权在所有合理的时间范围内查阅这些记录，对此订单进行审计。如果审计发现买方多付给了卖方款项，卖方应在收到书面通知的30天内，把多收款项退回给买方。</p>
<p>11. INSURANCE</p>	<p>11. 保险。</p>
<p>Prior to the commencement of this Purchase Order, the Vendor shall obtain and maintain at its own expense for the duration of this contract, appropriate insurance coverage with appropriate loss limits for this contract, including any such insurance as required by the law of the country of incorporation or license and by the country where the work or service is to be performed. Upon request the Vendor shall provide the Purchaser with certificates of insurance for this insurance coverage. Vendor shall also cause its liability insurance provider(S) to include on its policies the Purchaser as an additional named insured as its interests may appear with respect to this Purchase Order.</p>	<p>在订单生效之前，卖方应出资购买并持有合同期内适当保额的保险以控制损失，卖方还应购买其注册或许可所在国、工作或合同履行所在国法律要求的其他保险。卖方应按要求向买方提供已购买保险的单据证明。卖方应要求其保险公司在保单上增加买方作为被保险人，以覆盖其涉及此订单的利益。</p>
<p>12. USE OF PURCHASER'S NAME</p>	<p>12. 买方名称的使用。</p>
<p>Vendor may not use Purchaser's name and/or logo in any manner other than as identified in this Article without first obtaining written permission from Purchaser's Corporate Procurement Unit. Vendor may use Purchaser's name only, among its references, in its customer lists or resumes without prior approval of Purchaser. Any other use of Purchaser's name, including use of Purchaser's logo or discussion of the work performed by Vendor for Purchaser, is not authorized.</p>	<p>除本条款规定的用途，如未取得买方采购部门的书面许可，卖方不得在任何情况下使用买方的名称和/或徽标。卖方可在其证明文件中的客户名单或简历中列入买方名称，而不必事先获得买方的许可。除此之外，卖方不得以任何形式使用买方的名称，包括使用买方徽标或讨论卖方为买方工作的内容。</p>
<p>13. CONFIDENTIALITY</p>	<p>13. 保密。</p>
<p>Notwithstanding anything to the contrary in this purchase order, neither Party may disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including any subpoena or other similar form of process until the Party to which the request is made provides the other Party with prompt written notice and allows the other Party to seek a restraining order or other appropriate relief.</p>	<p>即使本订单有任何相反的规定，如果法律、法规、规定或制度，包括通讯或类似程序要求一方向第三方披露另一方的保密信息，被要求一方不得披露保密信息，而必须立即以书面形式通知另一方，以便另一方可以申请限制令或其他适当的豁免措施。</p>
<p>14. INDEMNIFICATION</p>	<p>14. 保障</p>
<p>To the fullest extent permitted by law, Vendor agrees to indemnify and hold harmless Purchaser, its officers, directors, employees and agents from and against all claims, suits, damages and losses, including reasonable attorneys' fees and expenses, that arise from Vendor's negligence, wrongful acts or omissions, or breach of the terms of this PO. The obligations set out herein shall survive the expiration or termination of this PO.</p>	<p>在法律允许的最大范围内，卖方同意承担由于卖方疏忽、错误行为或疏漏、违反此订单条款而引发的索赔、诉讼、损害和损失，包括合理的律师费用和开销，买方及其管理人员、董事、雇员和代理不负任何责任。此处规定的义务在此订单过期或终止后依然有效。</p>
<p>15. INDEMNIFICATION FOR INFRINGEMENT</p>	<p>15. 侵权赔偿。</p>
<p>Vendor agrees, if asked by Purchaser, to defend Purchaser against all claims, suits, actions, or proceedings involving intellectual property infringement in which Purchaser is named a defendant or co-defendant, including but not limited to, actual or alleged infringement of any United States or foreign patent, trademark, copyright, or trade secret, resulting from Purchaser's use of the goods or services acquired hereunder. Vendor also agrees to pay for any costs of such defense, including legal fees; and further agrees to pay and discharge any judgments, awards or decrees which may be rendered in any such suit, action, or proceeding against Purchaser for such alleged infringement. If Purchaser is prevented from using the goods or services provided hereunder, Vendor shall repurchase said items from Purchaser at the original price, plus transportation, installation (if any) and all other costs relating to the acquisition thereof.</p>	<p>如果买方由于使用本订单的货物或服务而在索赔、控告、诉讼或涉及知识产权的案件中被称为被告或共同被告，原因包括但不限于确实或被认为侵犯了美国或其他国家专利、商标、版权或商业秘密，如果买方要求，卖方同意为买方辩护。卖方还同意支付辩护的费用，包括法律费用；如果此类控告、诉讼或案件因所谓的侵权对买方作出判决、裁定或判定，卖方同意支付相关的赔偿并免除买方任何责任。如果买方不能再使用本订单的货物或服务，卖方应按原来价格回购这些货物或服务，并承担运输、安装（如果适用）和其他回购相关费用。</p>
<p>16. INFORMATION SECURITY POLICY</p>	<p>16. 信息安全政策。</p>
<p>Vendors using Purchaser systems or accessing Purchaser information, electronic or otherwise shall abide by all World Bank Group policies and procedures, as defined in the World Bank Group's Information Security Policy for Contractors and shall ensure that all Vendor and those working by or through Vendor, including its employees and any Subcontractors, comply with its provisions. The Information Security Policy for Contractors can be found on Purchaser's website at www.worldbank.org.</p>	<p>使用买方系统或访问买方电子或其他格式信息的卖方应遵守《世界银行集团承包商信息安全政策》中规定的政策和程序，卖方还应保证通过其为买方服务的其他供应商，包括其员工和分包商都遵守这些规定。《世界银行集团承包商信息安全政策》可在买方的网址 www.worldbank.org 找到。</p>
<p>17. CLOSE RELATIVES AND FORMER WORLD BANK STAFF</p>	<p>17. 近亲和世界银行前雇员。</p>
<p>Vendor shall use its best efforts not to assign to this PO any of Vendor's employees or its Subcontractor's employees who are relatives of current World</p>	<p>卖方应尽最大努力避免把本订单工作交给身为世界银行在职雇员亲戚的雇员或分包商雇员。本条款的“亲戚”一词指母亲、父亲、姐妹、兄弟</p>

<p>Bank Group staff. For purposes of this clause, the term "relative" is defined as (including those related by adoption and/or step or half relationship): mother, father, sister, brother, son, daughter, aunt, uncle, niece and nephew. In the event Purchaser or Vendor discovers that any of Vendor's employees or its Subcontractors' employees are relatives of a current member of the World Bank Group staff, Purchaser may direct Vendor to promptly replace, or cause to be replaced, said employee, at no additional cost to Purchaser, with an employee having equivalent skills, and Vendor shall comply with such directive. Vendor shall also reimburse Purchaser for any actual direct costs incurred by Purchaser resulting from a knowing violation of this Article. Vendor shall notify Purchaser of any of Vendor's employees or Subcontractor's employees who Vendor/Subcontractor intends to assign to provide services under this PO that are former World Bank Group staff members and shall warrant that said former World Bank Group staff are not subject to any work restrictions by virtue of their former employment with the World Bank Group. For purposes of this clause, World Bank Group staff members are defined as current and retired World Bank Group employees, and individuals who have worked for the World Bank Group with at least one of the following types of appointments: Short Term Consultant (STC), Short Term Temporary (STT), Extended Term Consultant (ETC), Extended Term Temporary (ETT) or Junior Professional Associate (JPA).</p>	<p>、儿女、姑姑/姨姨、叔叔/舅舅、侄女/外甥女、侄子/外甥（包括因收养、再婚形成的亲戚关系或半血亲关系）。如果买方或卖方发现其雇员、分包商雇员是世界银行在职雇员的亲戚，买方可指示卖方立即替换涉及的人员或说明替换的原因，替换人员应具有与被替换人员相当的技能，卖方应听从这些指示，而且不应为此增加买方的成本。如果因故意违背本条款而致使买方产生确实的、直接的费用，卖方应支付这些费用。如果卖方/分包商打算派遣为本订单服务的人员为世界银行前雇员，卖方应将这一情况通知买方，并保证涉及的世界银行前雇员与世界银行集团的雇佣关系没有给该雇员带来工作限制。本条款中的世界银行雇员指世界银行集团在职或退休员工，以及以下面至少一种合约形式为世界银行集团工作的个人，包括短期咨询专家 (STC)，短期临时雇员 (STT)，延期咨询专家 (ETC)，延期临时雇员 (ETT) 或初级研究员 (JPA)。</p>
<p>18. PROCUREMENT INTEGRITY</p>	<p>18. 采购操守</p>
<p>a. Vendor agrees to adhere to the highest standards of ethical competence and integrity in the performance of this PO, having due regard for the nature and purposes of Purchaser as an international organization, and to ensure that employees assigned to perform any Contract Work will conduct themselves in a manner consistent therewith.</p> <p>b. Vendor represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under this PO.</p> <p>c. Vendor acknowledges that it is aware of and will comply with Purchaser's vendors' policies as posted on Purchaser's Vendor's Kiosk web site (https://secure.worldbank.org/vendorkiosk/), including but not limited to those regarding conflicts of interest, fraud and corruption, gifts, conduct of contractor personnel, contractor responsibility, and anti-money laundering policies (collectively "Purchaser's Vendor Integrity Policies"). Vendor warrants that Vendor and Vendor's employees, Subcontractors and Subcontractors' employees are in compliance with Purchaser's Vendor Integrity Policies; and have not engaged in conduct that would lead to suspension, debarment or a finding of ineligibility.</p> <p>d. Vendor and all Subcontractors shall use reasonable efforts to ensure that funds paid to Vendor and all Subcontractors by the World Bank Group are not used to finance, support or conduct terrorism.</p> <p>e. Vendor and Vendor's employees, Subcontractors and Subcontractor's employees shall, during the term of the PO, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to Purchaser under this PO.</p> <p>f. Vendor warrants that no official of the World Bank Group or its member governments has received or will be offered by Vendor any direct or indirect gifts, favors or benefit arising from this PO or the award thereof.</p> <p>g. The remuneration of Vendor shall constitute the sole remuneration in connection with this PO. Vendor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this PO, or in the discharge of its obligations hereunder, and Vendor shall use its best efforts to ensure that any Subcontractors, and the employees, agents and representatives of Vendor and any Subcontractors shall not receive any such additional remuneration. Vendor shall disclose in writing, by providing written notice to Purchaser's Corporate Procurement Unit, of all fees, commissions, rebates, and discounts paid or received in connection with this PO.</p> <p>h. Vendor agrees that, within 30 days of having reasonable grounds to believe that Vendor, Vendor's employees, Subcontractors or Subcontractors' employees have: (i) violated any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in performing this PO; (ii) violated Purchaser's Vendor Integrity Policies; (iii) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility; (iv) used funds paid by the World Bank Group to Vendor or any Subcontractors to finance, support or conduct terrorism; or (v) an actual, potential or apparent conflict of interest, Vendor will disclose in writing, by providing written notice to Purchaser's Corporate Procurement Unit, of such violations, conduct, prohibited use of funds, or conflicts of interest.</p> <p>i. Vendor agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any Vendor employee in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Purchaser or other proper authority information relating to a violation of Purchaser's Vendor Integrity Policies or any substantial violation of law relating to the award or performance of this PO.</p> <p>j. Vendor agrees that Purchaser has a right to audit Vendor's and Subcontractor's</p>	<p>a. 卖方同意在履行此订单时遵守高度的道德和操守水准，并充分考虑到买方作为一个国际组织的性质和目标，卖方应确保执行合同任务的雇员按此标准行事。</p> <p>b. 卖方表明并保证遵守并将继续遵守履行此订单所在地的相应法律、条例、规定、制度和公共权威部门的法令。</p> <p>c. 卖方确认了解并会遵守买方为供应商设立的网站专属区域内 (https://secure.worldbank.org/vendorkiosk/) 公布的买方供应商政策，包括但不限于利益冲突、欺诈与腐败、礼品、承包商人员行为、承包商责任以及反洗钱政策（总称为“买方供应商操守政策”）。卖方保证卖方及其员工、分包商、分包商的员工遵守买方供应商操守政策，并保证未参与会导致供应商资格被停止、取消或被判定不合格的活动。</p> <p>d. 卖方和所有分包商都应作出合理努力保证世界银行集团支付给卖方和分包商的资金不被用于资助、支持或进行恐怖活动。</p> <p>e. 在本订单有效期内，卖方和其员工、分包商和分包商员工应严格避免参与与其在本订单下对买方的责任产生真实或表面利益冲突的活动。</p> <p>f. 卖方保证没有世界银行集团或其成员国政府的官员因此订单或相关的合同收到或将会收到直接或间接的礼品、好处或利益。</p> <p>g. 卖方的报酬是与本订单相关的唯一报酬。卖方不应为了私利而接受与此订单活动或履行其责任相关的商业佣金、折扣或类似的酬金；卖方还应努力确保分包商、员工、卖方和分包商的代理和代表不收取类似的额外酬金。卖方应以书面方式披露并通知买方采购部门其支付或收取的与此订单相关的所有费用、佣金、回购和折扣。</p> <p>h. 卖方同意，如果有正当理由认为卖方、卖方的雇员和分包商或分包商的雇员(i) 违反了履行此订单所在地的相应法律、条例、规定、制度和公共权威部门的法令；(ii) 违背了买方供应商操守政策；(iii) 参与了会导致供应商资格被停止、取消或被判定不合格的活动；(iv) 使用世界银行集团支付给卖方或分包商的资金资助、支持或进行恐怖活动；(v) 发生实际的、潜在的或表面的利益冲突，卖方应在30天内，以书面方式披露并通知买方采购部门相关的违规行为、活动、资金的违规使用或利益冲突。</p> <p>i. 卖方同意，如果其员工向买方或其他相关当局披露违背买方供应商操守政策的信息或此订单的签订或履行严重违法的信息，卖方不会对该员工采取解雇、降级、暂停工作、威胁、骚扰、报复或歧视手段进行惩罚。</p> <p>j. 卖方同意，买方有权根据此订单的“审计”条款对卖方和分包商是否遵守本条款进行审计。</p> <p>k. 卖方同意，违背本条款规定即意味着对本订单重要条款的严重违约</p>

<p>compliance with this Article pursuant to Article "Audit," of this PO. k. Vendor agrees that a breach of this provision is a material breach of an essential term of this PO.</p>	
<p>19. ASSIGNMENT</p>	<p>19. 转让。</p>
<p>Vendor shall not assign this PO or any monies due or to become due to it hereunder, without the prior written consent by Purchaser. Purchaser may, at its sole option and without the consent of Vendor, assign this PO and any Contract Work acquired hereunder to any member of the World Bank Group.</p>	<p>没有买方的书面许可，卖方不得转让此订单、应付或将付款项。买方可单方决定将此订单及其相关合同工作转让给世界银行集团成员，而无需获得卖方同意。</p>
<p>20. DISPUTES</p>	<p>20. 争端。</p>
<p>Any dispute or difference arising out of, or in connection with, this PO or the breach thereof which cannot be amicably settled between the Parties (including through alternative dispute resolution procedures as may be agreed to by the Parties) shall be arbitrated in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules then in effect. Outside the U.S., the Parties agree to go through Alternative Dispute Resolution (ADR) procedures, arbitrated in accordance with the UNCITRAL Arbitration Rules as at present in force. Any resulting arbitral decision shall be final and binding on both parties. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof. Such judgment shall be in lieu of any other remedy. Pending final resolution of any claim, dispute or action arising under or related to this PO, Vendor shall, if requested by Purchaser, proceed diligently with the performance of this PO.</p>	<p>任何与此订单相关或与违反此订单相关的争端或争议，如果各方不能友好解决（包括通过各方同意的非诉讼纠纷解决机制），将根据美国仲裁协会（AAA）有效的商事仲裁规则仲裁。在美国以外的地区，各方同意根据现行的联合国国际贸易法委员会（UNCITRAL）仲裁规则通过非诉讼纠纷解决机制(ADR)进行仲裁。 仲裁结果应是最终的并对双方具有约束力。仲裁裁决可在任何具有管辖权的仲裁庭进行。裁决应取代任何其他补偿。在等待与此订单相关的索赔、争端或诉讼的最后裁决时，如果买方要求，卖方应继续竭诚履行此订单的任务。</p>
<p>21. TERMINATION FOR CONVENIENCE</p>	<p>21. 为便利而终止订单。</p>
<p>Purchaser may terminate the PO in whole or in part at any time if Purchaser determines, in its sole and absolute discretion that a termination is in its best interests. Purchaser shall effect the termination by sending written notice of such termination to Vendor, which notice shall state that termination is for Purchaser's convenience, the extent to which performance of Contract Work is terminated, and the termination date. Unless otherwise instructed by Purchaser, Vendor shall stop work immediately on receipt of notice and follow the instructions and directions of Purchaser. In the event of a termination for convenience, Vendor shall be entitled to be paid for Work properly performed by Vendor prior to the effective date of termination, provided, however, that such payment shall not exceed the total value of this PO after adjustment to account for the price associated with Work not performed. Vendor shall not be allowed, and expressly waives, payment for profit on Contract Work which was not performed as of the termination date.</p>	<p>买方可在任何时间出于自身的便利考虑单方、全权决定终止整个或部分订单。买方应以书面方式通知卖方终止订单，通知上应明确说明终止是出于买方的便利，并明确合同终止的程度，以及终止的生效日期。除非买方另有说明，卖方收到通知后应立即停止订单工作，遵照买方的说明和指引行事。如果买方为便利终止订单，应支付给卖方终止生效日之前妥善完成的工作的报酬，但是支付总额不能超过此订单总额在减去未完成工作部分的金额。卖方不应获得而且应明确放弃终止日前未履行合同工作的利润款项。</p>
<p>22. TERMINATION FOR DEFAULT</p>	<p>22. 违约终止订单。</p>
<p>If Vendor fails to deliver the goods or services required by this PO within the time period(s) specified or in the manner required by this PO, and or if the goods or services do not conform, in all respects, to the requirements of this PO, or Vendor becomes insolvent or unable to meet its payment obligations when due, or breaches any representations or warranties made under this PO, Purchaser will give Vendor written notice describing the reasons for default and a reasonable opportunity to cure. If Vendor does not cure the default within the period specified, Purchaser may terminate the PO for default by written notice, specifying the reasons for the default, the portion(s) of the PO defaulted and the effective date of default. Notwithstanding anything herein to the contrary, Purchaser shall have the right, in its sole discretion, to terminate the PO for default if Vendor is in violation of any provision of Article Procurement Integrity, and Purchaser shall have the right to do so without giving Vendor an opportunity to cure. If Vendor is identified on any terrorist sanctions list recognized by Purchaser, including but not limited to the United Nations 1267 sanctions list, the United States Executive Order 13224 sanctions list and the United Kingdom terrorist sanctions list, this PO shall be subject to immediate termination for default upon written or oral notice to Vendor. In such case all funds paid to Vendor shall be returned to Purchaser.</p>	<p>如果卖方未能按照此订单规定的时限和方式交付货物或服务，或如果货物或服务未达到此订单的相关要求，或如果卖方破产不能履行其应付款项的义务，或如果卖方违反了此订单的规定或担保，买方将书面通知卖方其违约的原因并给予其改正的机会。如果卖方未能在指定的时限内纠正违约情况，买方可以书面通知卖方此订单因违约而终止，并说明违约原因、订单违约部分及违约终止生效日。即使本订单有任何相反的规定，如果卖方违背了“采购操守”条款的规定，买方有权单方面决定因违约终止订单，而且买方有权不给卖方改正的机会。如果发现卖方出现在买方认可的恐怖主义制裁名单上，包括但不限于联合国1267号决议制裁名单、美国13224号行政命令制裁名单、英国恐怖主义制裁名单，在书面或口头通知卖方后，此订单将立即因违约而终止。在这种情况下，所有已支付给卖方的款项应退还给买方。</p>
<p>23. FORCE MAJEURE</p>	<p>23. 不可抗力。</p>
<p>The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this PO insofar as such liability arises from an event of Force Majeure, provided that the Party affected by such an event takes all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this PO. For purposes of this Article, the term "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not be deemed to include: (a) any event which is caused by the negligence or intentional action of a Party or such Party's consultants, agents or employees; (b) any event which a diligent</p>	<p>如果由于不可抗力原因，虽然受不可抗力影响一方为履行此订单的条款和条件谨慎负责并且采取了合理的预防措施和替代措施，但还是无法履行此订单责任，这种情况不应视为破坏或违背本订单。本条款的“不可抗力”指超出任何一方合理控制的情况，致使该方在此情况下履行其责任成为不可能或不现实（基本可视为不可能），这些情况包括但不限于战争、暴动、内乱、地震、火灾、爆炸、风暴、洪水或其他恶劣天气条件、罢工、停工或其他劳工行动（除非援引“不可抗力”条款一方有阻止罢工、停工或其他劳工行动的权力）、充公或其他政府机构行动。不可抗力不应包括：(a) 由一方或其咨询专家、代理或雇员的疏忽或故意行为造成的情况；(b) 一方如果谨慎负责就可以合理预见到的情况并可以(i)在签订此订单时就考虑到此情况；(ii)在履行订单时避免或克服此情况；(c) 资金不足，无法支付此订单规定的款项或其他任何经济困境，包括但不限于通胀、价格上涨或劳动力供应情况。</p>

Party could reasonably have been expected to both: (i) take into account at the time this PO was entered into; and (ii) avoid or overcome in the carrying out of its obligations hereunder; or (c) the insufficiency of funds, inability to make any payment required under this PO, or any economic conditions, including but not limited to inflation, price escalations, or labor availability.	
24. FLOW-DOWN OBLIGATIONS	24. 外延责任。
Vendor agrees that the obligations of Vendor under this PO, as applicable, shall be specifically incorporated into all Subcontracts or agreement by Vendor with any contractor, vendor, supplier, consultant, or other entity or person to perform a portion of the Contract Work.	卖方同意在其与其他承包商、销售商、供应商、咨询顾问或其他实体或个人就履行此订单部分工作签订的分包合同或协议中根据实际情况纳入此订单规定的责任。
25. SEVERABILITY	25. 可分割性。
Any provision of this PO prohibited by the laws of any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition, without invalidating the remaining provisions of this PO.	如果此订单内任何条款被其所属管辖地的法律所禁止，那么该条款在该管辖地范围内无效，但不影响其余条款的有效性。
26. PRESERVATION OF IMMUNITIES	26. 保留豁免权。
Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of the International Bank for Reconstruction and Development, Multilateral Investment Guarantee Agency, International Finance Corporation, International Development Association and International Center for the Settlement of Investment Disputes, which are specifically reserved.	国际复兴开发银行、多边投资担保机构、国际金融公司、国际开发协会和国际投资争端解决中心明确保留其特权和豁免权，此处任何规定都不构成也不能被视为对其特权和豁免权的限制和放弃。
27. RIGHT TO MODIFY	27. 变更权力。
Purchaser reserves the right to issue written changes to this PO. No modification of this PO shall be valid unless in writing and signed by an authorized representative of Purchaser. Vendor may not change any aspect of this PO without Purchaser's prior written consent.	买方保留对此订单做出书面变更的权力。未经买方授权代表的书面签字认可，对此订单的任何变更都无效。未经买方事先的书面认可，卖方不得对此订单做任何改动。
28. CHILD LABOR	28. 童工。
Vendor will not employ children in a manner that is economically exploitative, or is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Where national laws have provisions for the employment of minors, Vendor will follow those laws applicable to Vendor. Children will not be employed in dangerous work.	卖方不能对童工进行经济剥削、不能让儿童从事可能产生危害作用的工作、不能影响儿童教育、以及不能对儿童健康、身心发育、精神、道德和社会成长造成伤害。如果有相关的雇佣未成年人的国家法律，卖方应遵守其适用的法律。不能在危险工作中雇佣童工。
29. FAIR LABOR STANDARDS	29. 公平劳动标准。
Vendor shall pay all employees whose work relates to this PO not less than the minimum wage prescribed by applicable law or regulation, without rebate, either directly or indirectly, and without making any deductions either directly or indirectly from the full wages earned, other than permissible deductions as set forth in applicable laws or regulations. Vendor shall not require, suffer, or permit any employee whose work relates to this PO to work more than the maximum hours in any workweek permitted by applicable law or regulation unless such employees are paid at least the overtime rate specified by applicable law or regulation.	对于履行此订单工作的雇员，卖方支付的工资不应低于适用法律法规规定的最低工资标准，除了适用法律法规规定的允许的扣除外，卖方不得从雇员工资中以直接或间接的方式收取回扣、以直接或间接的方式减扣工资。卖方不应要求或允许为此订单工作的雇员工作时间超出适用法律规定的每周最长工作时间，除非卖方支付给雇员的加班工资不低于适用法律法规规定的相关标准。
30. LANGUAGE	30. 语言。
This PO has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this PO.	本订单采用英文，有关此订单的含义或诠释事宜，皆以英文为准。