

STANDARD PURCHASING TERMS
标准采购条款

1. CONTRACT

合同

These Standard Purchasing Terms (“**Terms**”) define certain terms for the contracts between Chinese entities in the UCB group (“**UCB**”) and their suppliers (“**Suppliers**”). UCB’s Chinese entities include UCB Trading (Shanghai) Co., Ltd., UCB Pharma (Zhuhai) Co., Ltd. and their branches.

本标准采购条款（下称“**本采购条款**”）就优时比集团（下称“**优时比**”）的中国实体与其供应商（下称“**供应商**”）之间的合同规定了部分条款。优时比的中国实体包括优时比贸易（上海）有限公司、优时比（珠海）制药有限公司以及该二家公司的分支机构。

These Terms are generally used for cases where a purchase order, statement of work, quote or similar document that specifies the technical and commercial terms for a transaction (a “**Purchase Order**”) does not specify the legal terms, and the legal terms are also not specified in a corresponding in-force master service agreement or similar framework agreement.

本采购条款普遍适用于以下情形：对一项交易的技术条款和商业条款作出了规定的采购订单、工作说明书、报价或类似文件（下称“**采购订单**”）并未规定法律条款，而且相应的主服务协议或类似的框架协议亦未规定法律条款。

In these cases, the contract between UCB and the Supplier for the transaction (the “**Contract**”) is composed of the Purchase Order and these Terms. If there is a contradiction between a term in the Purchase Order and these Terms, then these Terms take precedence unless the term in the Purchase Order expressly provides that it takes precedence.

在上述情形下，**优时比**和**供应商**之间关于该交易的合同（下称“**合同**”）由**采购订单**和**本采购条款**组成。如果**采购订单**中的任何条款与**本采购条款**有任何矛盾之处，则应以**本采购条款**为准，除非**采购订单**中的条款明确规定以该条款为准。

2. GOODS AND SERVICES

货物和服务

Time is of the essence for the products or materials that the Supplier will supply to UCB (“**Goods**”) or the services that the Supplier will perform for UCB (“**Services**”). The delivery date will be the date of arrival of Goods at UCB’s requested destination or the date of full performance of the Services.

对于**供应商**将会向**优时比**供应的产品或材料（下称“**货物**”），或者**供应商**将会为**优时比**履行的服务（下称“**服务**”）而言，时间至关重要。交付日期应为**货物**抵达**优时比**要求的目的地之日或者**服务**得到完全履行之日。

The Supplier bears the risk of loss until the Goods are delivered. The Supplier must preserve and package the Goods in a manner that provides adequate protection against corrosion, deterioration and physical damage during transport, and that complies with common carrier

rules and regulations and UCB's instructions. All Goods must be delivered without any apparent or hidden defect in their composition, manufacture or performance, and must be fit for the purpose intended by UCB.

货物灭失风险由**供应商**承担，直至**货物**完成交付之时。**供应商**保护和包装**货物**的方式必须针对运输途中的腐蚀、变质和有形损坏提供充分保护，并且符合公共承运人规章制度和**优时比**的指示。所交付的一切**货物**不得在组成成分、生产或性能方面存在任何明显的或隐蔽的瑕疵，并且必须适合用于**优时比**计划用于的目的。

All Goods supplied and all Services performed must comply with all customary standards and applicable laws ("**Conformant Goods**" and "**Conformant Services**", respectively). UCB may, at the Supplier's expense, (a) return Goods that are not Conformant Goods to the Supplier and require the Supplier to replace them and (b) require the Supplier to re-perform Services that are not Conformant Services. These actions will not prejudice UCB's right to claim for damages.

供应商提供的所有**货物**以及履行的所有**服务**必须符合一切惯常标准和适用法律（以下分别简称“**合格货物**”和“**合格服务**”）。**优时比**可以在由**供应商**承担费用的情况下，(a) 将不构成**合格货物**的**货物**退回**供应商**，并且要求**供应商**予以更换，以及(b) 要求**供应商**重新履行不构成**合格服务**的**服务**。前述行动不应损害**优时比**主张获得损害赔偿的权利。

3. INVOICES AND PAYMENTS

发票和付款

The Supplier will bear all taxes. The Goods supplied and Services performed will be invoiced on acceptance, and payment will be made within 60 days after the date of an undisputed invoice. UCB will not be required to pay any invoices issued more than six months after acceptance of the Goods or Services. A late payment fee may be assessed at an annual interest rate no greater than the one-year benchmark lending rate of the People's Bank of China.

一切税款将由**供应商**承担。**供应商**应在其供应的**货物**以及履行的**服务**获得接受之时，就该等**货物**及**服务**开具发票，而**优时比**将在收到不存在异议的发票之后，按发票日起算60天内付款。**优时比**不应被要求支付任何在其接受**货物**或**服务**起满六个月之后开具的发票款项。如有逾期付款，可按不超过中国人民银行一年期基准贷款利率支付滞纳金。

4. PERSONNEL AND SUBCONTRACTORS

人员和分包商

The Supplier must use only personnel who have the appropriate skills and expertise for the delivery of the Goods and the performance of the Services. The personnel will remain under the sole responsibility, guidance, authority and supervision of the Supplier. All personnel entering a UCB facility must comply with all applicable laws, including environment, health and safety rules, and all applicable UCB guidelines and business rules. UCB reserves the right to refuse entry to its facilities to any personnel who do not comply with the above.

供应商只可使用对于交付**货物**和履行**服务**而言拥有适当的技能和专业知识的人员。前述人员仍将由**供应商**自行负责，且由**供应商**自行指导、授权和监督。进入**优时比**设施的所有人员必须遵守一切适用法律，包括环境、健康和安全管理规定，以及一切适用的**优时比**指引和业

务规章。优时比保留拒绝任何不遵守前述要求的人员进入优时比设施的权利。

The Supplier may not subcontract to a third party without the permission of UCB. The Supplier must ensure that subcontractors comply with these Terms.

未经优时比允许，供应商不得向任何第三方进行分包。供应商必须确保分包商遵守本采购条款。

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

知识产权和保密

All specifications, information, materials and other items that are supplied by UCB, and all Goods, information, materials and other results arising from the Services, together with all associated intellectual property rights (“**UCB Property**”) are confidential and the property of UCB. UCB Property may only be used by the Supplier for its performance under the Contract. The Supplier may not dispose of UCB Property without the permission of UCB.

由优时比提供的一切规格、信息、资料及其他物项，一切货物以及因服务产生的一切信息、资料及其他成果，连同一切相关知识产权（下称“**优时比财产**”）具有保密性，而且是属于优时比的财产。供应商只可将优时比财产用于其在合同项下的履约。未经优时比允许，供应商不得处置优时比财产。

The sale, use or incorporation into Goods of all machines, devices and material furnished that are not of UCB design, composition or manufacture will be free and clear of infringement of any valid patent, copyright, trademark or other similar rights.

销售或使用所提供的非由优时比设计、创造或生产的一切机器、设备和材料或者将之纳入货物不会侵犯任何有效的专利、著作权、商标或其他类似权利。

The Supplier may not (a) use UCB’s confidential information for any other purpose than the Supplier’s performance under the Contract or (b) disclose UCB’s confidential information to another person without UCB’s permission.

供应商不得(a) 将优时比的保密信息用于除供应商在合同项下的履约之外的任何目的，以及(b) 未经优时比允许，将优时比的保密信息披露给他人。

6. COMPLIANCE AND AUDITS

合规和审计

Each of UCB and the Supplier must comply with all applicable laws, statutes, rules and standards, including Chinese anti-corruption, anti-monopoly and privacy laws. The Supplier must adhere to the principles of the UCB Code of Conduct (which is available at <http://www.ucb.com/investors/governance/conduct>).

优时比和供应商均须遵守一切适用的法律、法规、规章和标准，包括中国的反腐败、反垄断和隐私法律。供应商必须遵守《优时比行为准则》（访问<http://www.ucb.com/investors/governance/conduct>即可获取）中的各项原则。

The Supplier must cooperate in good faith with UCB’s reasonable requests for inspections and

audits relating to the Contract.

供应商必须善意配合优时比提出的与合同相关的合理的检查和审计请求。

7. INDEMNIFICATION AND INSURANCE

赔偿和保险

The Supplier must indemnify UCB for all direct or indirect damages, costs, losses and any other expenses incurred by UCB at any time (a) for reasons attributable to the Supplier, (b) resulting from Supplier's breach of these Terms (including its non-infringement warranty and compliance obligations) or the Contract or (c) due to Goods that are not Conformant Goods or Services that are not Conformant Services.

供应商必须向优时比赔偿优时比在任何时候发生的(a) 由于可归咎于供应商的原因而造成的, (b) 因供应商违反本采购条款 (包括供应商的不侵权保证及合规义务) 或合同而引起的, 或者(c) 因不构成合格货物的货物或者不构成合格服务的服务而产生的, 一切直接或间接的损害、成本、损失及其他任何费用。

The Supplier must, at the Supplier's cost, arrange for adequate insurance relating to the risks concerning Services, the risk of loss or damage of Goods and UCB's property, and the Supplier's liability arising from its relationship with UCB.

对于与服务有关的风险、货物及优时比的财产的灭失或损坏风险以及供应商因其与优时比之间的关系而产生的责任, 供应商必须自费投保与该等风险和责任有关的充分保险。

8. GENERAL

一般规定

Each of UCB and the Supplier may terminate the Contract if the other materially breaches the Contract and does not cure the breach within 30 days of notice of the breach. UCB may terminate the Contract at its discretion.

如果优时比和供应商中的任何一方严重违反合同, 而且该方未在另一方将该违约通知其之后的30天内纠正该违约, 另一方可以终止合同。优时比可以依其自行裁量终止合同。

Each of UCB and the Supplier must, at the reasonable request of the other, do all such further acts as may be necessary to accomplish the objectives of the Contract.

优时比和供应商中的每一方应另一方的合理请求, 均须实施对于实现合同目的而言可能必需的一切进一步的行为。

The Contract supersedes all prior agreements and may only be modified by written amendment signed by UCB and the Supplier.

合同取代先前的一切协议, 而且仅可通过优时比和供应商签署书面修订文书的方式予以修改。

The Supplier may not assign its rights or obligations under the Contract without UCB's permission. UCB may assign its rights and obligations under the Contract at its discretion.

未经优时比允许, 供应商不得转让其在合同项下的权利或义务。优时比可以依其自行裁量

转让其在**合同**项下的权利和义务。

The laws of the People's Republic of China are applicable to the Contract. If a dispute cannot be resolved amicably within 30 days, then it may be resolved by submission to the court with jurisdiction at the place where UCB is domiciled.

合同适用中华人民共和国法律。如果任何争议无法得到友好解决，则可通过提交至**优时比**住所地所在的有管辖权的法院加以解决。