

# 2 BK SP SUP General Terms and Conditions of Purchase Order - China

Revision: 2.0

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Authorised by: Chief Procurement Officer



## 1. Definitions 定义

- 1.1 "Bradken" means Bradken (Xuzhou) Metal Equipment Manufacturing Co. Limited (91320301796125422A) and/or Bradken (Xuzhou) International Trading Co. Limited (91320301668959633D), wholly owned subsidiaries of Bradken Pty Limited.  
"布兰肯"指布兰肯(徐州)金属设备制造有限公司(91320301796125422A)和/或布兰肯(徐州)国际贸易有限公司,均为布兰肯有限公司("Bradken Pty Limited")的全资子公司。
- 1.2 "Deliverables" means the goods or services to be supplied by the Supplier to Bradken as identified in the Purchase Order.  
"交付物"指供应商在采购订单中确认的要提供给布兰肯的货物或服务。
- 1.3 "Goods" means all goods, materials, equipment, parts and any other ancillary activity provided by the Supplier to Bradken identified in the Purchase Order.  
"货物"指供应商在采购订单中确认的所有货物、材料、设备、零件以及任何其他辅助物。
- 1.4 "VAT" is kind of tax levied on the object of taxation, which is the value added gained by the units and individuals who sell goods or provide processing, repairing and services as well as imported goods in the process of production and operation within the territory of the People's Republic of China.  
增值税是在中华人民共和国境内销售货物或提供加工、修理修配劳务、服务以及进口货物的单位和个人生产经营活动中取得的增值额为课税对象征收的一种税。
- 1.5 "Services" means the services to be provided by the Supplier to Bradken identified in the Purchase Order.  
"服务"指供应商在采购订单中确认的向 Bradken 提供的服务
- 1.6 "Supplier" means the person supplying the goods or performing the services as identified in the Purchase Order.  
"供应商"指供应采购订单中提供的货物或履行采购订单中的服务的主体。

## 2. Entire Agreement 完整的协议

- 2.1 The Purchase Order, incorporating these terms and conditions, comprises the entire agreement between Bradken and the Supplier and supersedes all prior agreements, representations, warranties or arrangements.  
采购订单,以及本通用条款和条件,将组成布兰肯和供应商之间完整的协议,并取代所有先前的协议、代理、保证或安排。

## 3. Precedence of Documents 优先适用

- 3.1 Unless otherwise stated, the order of precedence of the following documents shall apply: 除非另有说明,下列文件的优先适用顺序为:
- a) the Purchase Order; 采购订单;
  - b) these General Terms and Conditions; and 本通用条款和条件; 以及
  - c) any other attached drawings and/or documents. 其他所附的图纸和/或文件。

## 4. Alterations/ Variations 更改/变动

- 4.1 Alterations or variations to the Purchase Order, these Terms and Conditions or any other attached drawings or documents shall not be legally binding upon Bradken or the Supplier unless agreed in writing by the parties.  
除非双方书面同意,对采购订单、本通用条款和条件或任何其他所附的图纸或文件的更改或变动,对布兰肯和供应商均不具有法律约束力。

## 5. Price 价格

- 5.1 The price of the Deliverables shall be specified in the Purchase Order and cannot be varied without written agreement of Bradken and the Supplier. Unless otherwise stated in the Purchase Order, the price is fixed and not subject to variation and includes all expenses incurred by the Supplier in relation to provision of the Deliverables specified in the purchase order. The price is exclusive of any applicable VAT.  
交付物的价格应在采购订单中确定,未经布兰肯和供应商书面同意,不得更改。除非在采购订单中另有说明,价格是固定的,不受变动影响,价格中应包括供应商因提供按采购订单约定提供交付物所发生的一切费用。价格不包括任何适用的增值税。

## 6. Payment 付款

- 6.1 Unless otherwise stated in the Purchase Order, the terms of payment are 45 days from the end of month of receipt of a correctly rendered Supplier's invoice by Bradken and receipt and acceptance of the Deliverables by Bradken.  
除非在采购订单中另有说明,付款条件为从布兰肯接受正确开具的供应商发票、签收交付物并验收合格后的次月起45天。
- 6.2 A correctly rendered invoice includes, as a minimum, the Purchase Order number and is a tax invoice for the purposes of VAT.  
正确开具的发票至少包括采购订单编号,并且是增值税的税务发票。
- 6.3 Bradken reserves the right to return to the Supplier any invoices not deemed to be correctly rendered and retains the right to offset against any moneys payable to the Supplier against any sums owed by the Supplier to Bradken.  
布兰肯保留向供应商退回任何被认为未正确开具的发票的权利,并保留抵消布兰肯应付供应商的任何款项的权利。

## 7. Packaging, Preservation and Hazardous Goods 包装、防护和危险货物

- 7.1 All Goods supplied by the Supplier shall be packed as specified in the Purchase Order and if not specified shall be packed so as to avoid being damaged during transportation, loading, unloading and storage.  
供应商提供的所有货物应按采购订单规定包装,如无特别说明,包装至少应达到可避免在运输、装载、卸载和储藏期间遭受损坏的要求。
- 7.2 The Supplier shall ensure that the Goods shall comply with the requirements of all applicable law and, to the extent that if they contain toxic, corrosive or hazardous materials, the Supplier shall ensure that a notice to that effect accompanies each consignment, together with appropriate care, handling and storage instructions.  
供应商应确保货物符合所有可适用的法律的要求,如果货物含有有毒、腐蚀性等危险的物质,供应商应确保每批货物都附有受此影响的告知,并在应采取的适当措施、处理和仓储等方面给予指示。

## 8. Quality, Inspection and Testing 质量、检验和测试

- 8.1 The Supplier shall operate and maintain an effective quality management system appropriate to the type of goods and services offered and/or in accordance with that specified in the Order. The Supplier shall provide Bradken, its principal or authorised representatives, access to the Supplier's premises or working area for the purpose of quality surveillance and audit.  
供应商应依据适合于所提供的货物和服务种类,和/或根据采购订单中的规定,实施并维持有效的质量管理体系。供应商应允许布兰肯的负责人或经布兰肯授权的代表,进入供应商的场所或工作区,以便进行质量监督和审核检查。
- 8.2 Bradken is entitled to expedite, inspect and witness tests on the Goods at the Supplier's and any subcontractor's premises. The Supplier must allow Bradken access at any time to the Supplier's and any subcontractor's premises for this purpose. The Supplier must make this a condition of any subcontract.  
布兰肯有权在供应商和任何分包商的场所加快货物、检验货物以及见证货物测试。为此目的,供应商必须允许布兰肯在任何时候都可进入供应商和任何分包商的场所。供应商必须将前述布兰肯的权利作为任何分包合同的条件。

## 9. Delivery, Risk and Title 交货、风险和所有权

- 9.1 The Supplier is responsible for the delivery and all costs associated with the delivery of the Goods to Bradken's premises or such other location that is specified in the Purchase Order.  
供应商负责将货物交付到布兰肯的场所或采购订单中确认的其他地点,并承担与货物交付相关的所有费用。
- 9.2 The Supplier warrants that the Goods shall be free from any security interest or other lien or encumbrance. Bradken shall be fully indemnified by the supplier for any loss or damage suffered as a result due to the aforesaid defective rights in the Goods. Bradken is also entitled to terminate the Purchase Order immediately, unconditionally and without penalty, upon serving the Supplier a written notice of termination, and the loss or damage caused to Bradken by the termination of the Purchase Order is also fully indemnified by the Supplier.  
供应商保证货物没有所有权瑕疵,不存在留置权或抵押权以及其他担保权益。因货物存在所有瑕疵造成布兰肯造成的损失或损害由供应商全部赔偿。布兰肯亦有权在向供应商送达书面取消通知书后,可立即、无条件、不受处罚地取消订单,因终止采购订单而导致布兰肯的损失或损害亦由供应商全额赔偿。
- 9.3 Title to and property in the Goods immediately passes to Bradken upon payment or delivery, whichever occurs first, and the Goods must be appropriately marked and identified as the property of Bradken.  
一旦布兰肯付款或者货物交付,以先发生为准,货物的所有权或者财产权将立即转移于布兰肯,并且货物必须适当地标记,并识别为布兰肯财产。
- 9.4 Risk in the Goods remains with the Supplier until delivery to Bradken unless otherwise stated in the Purchase Order.  
除非在采购订单中另有说明,货物在交付布兰肯之前,其风险由供应商承担。
- 9.5 The Supplier acknowledges: 供应商确认
- a) the Goods delivered to Bradken are accepted subject to Bradken's inspection and the signing of a delivery docket as evidence of receipt of the Goods or payment in part or in full does not constitute acceptance of the Goods by Bradken; 交付给布兰肯的货物须经布兰肯检验合格·签署作为收货证据的交货单据及布兰肯部分或全部付款的行为均不构成布兰肯认可货物合格,
  - b) the Goods shall, notwithstanding payment or part payment or confirmation of receipt, be subject to rejection by Bradken and may be rejected and returned by Bradken after inspection if they do not strictly comply with the Order; 即使货款已全付·部分已付或交货单据确认·货物将仍有可能被布兰肯否决·如不严格遵循订单·布兰肯可在检验后予以否决·并退货,
  - c) Goods returned to the Supplier as defective or otherwise outside the Order for rework, replacement or credit are at the risk of the Supplier and all handling, insurance and transportation costs (including Bradken's costs of inspection) both from the initial point of delivery of the Goods and return will be borne by the Supplier and the Supplier shall forthwith pay to Bradken any such costs and refund any payment or part payment made by Bradken in respect of the Goods.  
货物由于缺陷·其他不符合订单的返工·更换·退货以及信用等问题退回给供应商·此风险由供应商承担·从货物的交货之初到退货·所有处理、保险和运输费用(包括布兰肯的检验费用)将由供应商承担·供应商应立即将前述的任何费用支付给布兰肯·并退还布兰肯就该相关货物已支付的任何货款。

## 10. Delays 延期

- 10.1 Time is of the essence in the Supplier's performance of the Purchase Order. If it ever appears that the provision of Deliverables will not be met within the time specified, the Supplier must immediately notify Bradken of any anticipated delay, with complete information regarding the cause and the earliest possible delivery date. In such event, Bradken may (without prejudice to any other rights) do whatever is necessary to expedite the provision of the Deliverables at the Supplier's expense, including terminating the Purchase Order immediately, unconditionally and without penalty. All the loss or damage caused to Bradken by the termination of the Purchase Order is also fully indemnified by the supplier, also, the supplier shall pay to Bradken 30% of the Purchase Order value as breaching fee.  
在供应商履行采购订单时,时间是至关重要的。如果出现不能在规定的时间内满足交货要求的情况,供应商必须将任何预期的延误立即通知布兰肯,并提供相关原因和最早可能交货日期的完整信息。在这种情况下,布兰肯可以(不损害其他权利)采取一切必要措施,在供应商承担费用的情况下加快交付成果的提供,措施中亦包括立即无条件无惩罚地终止采购订单。因终止采购订单而导致布兰肯的损失或损害亦由供应商全额赔偿,并且供应商应向布兰肯支付相当于采购订单总额的30%作为违约金。

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### 11. Warranty 保证

11.1 The Supplier warrants that the Deliverables shall be free from faulty design, defects and workmanship, suitable for the purpose intended and conform to the Purchase Order requirements and any applicable laws and regulations. The Supplier further warrants that the Goods are new and are of the specified quality.

供货商应确保交付物没有错误的设计、缺陷和错误的工艺，符合预定目的，符合采购订单要求和任何可适用的法律法规。供应商进一步确保货物是新的并且符合特别规定的质量要求。

11.2 These warranties are in addition to any statutory warranties applicable to the Deliverables. These warranties are in addition to any statutory warranties applicable to the Deliverables.

这些保证是除了适用于交付物的任何法定担保之外的补充。

11.3 If any part or aspect of the Goods fail or becomes defective within 12 months (unless otherwise specified in the Purchase Order) from the date the Goods were supplied as qualified to Bradken, the Supplier must without delay and at no cost to Bradken do all things necessary to remedy the defect or failure in the Goods. This can be by way of repair, replacement, modification or other means acceptable to Bradken. If the Supplier does not do so, within a reasonable period following notice of the defect from Bradken, then Bradken will have the right to remedy the defect and recover costs so incurred from the Supplier.

如果自向布兰肯提供验收合格的货物之日起 12 个月内(除非采购订单中另有规定), 货物的任何部分或方面发生故障或出现缺陷, 供应商必须毫不拖延, 在不给布兰肯造成任何损失的情况下, 采取一切必要措施来补救。补救可以通过对货物的修复、更换、修改或其他布兰肯可接受的方式进行。如果供应商不实施前述行为, 在通知故障缺陷并给予合理的期限后, 布兰肯将有权自行补救并从供应商那里收回产生的成本。

11.4 If the products of Bradken, which are made from the Goods offered by the Supplier, cause any loss or damages to the third party or Bradken itself due to the quality of the Goods itself, then the supplier shall indemnify Bradken at all times after Bradken bears the responsibilities.

布兰肯使用供应商提供的货物制造的产品如因货物本身质量问题给第三方造成损失, 布兰肯在赔偿后可以向供应商追偿, 追偿不受期间限制。

11.5 If, during the term of the Purchase Order, and a further term of 12 months following completion of Services, Bradken is of the view that the Services do not comply with the requirements of the Purchase Order then Bradken may require the Supplier to re-perform the Services at the Supplier's cost within such time as Bradken reasonably may request.

在采购订单的期限内, 以及服务完成后 12 个月期限内, 如果布兰肯认为服务不符合采购订单的要求, 那么布兰肯可要求供应商在合理期限内重新履行该服务, 相关的费用由供应商承担。

### 12. Liability and Indemnity 责任与赔偿

12.1 The Supplier must indemnify and keep indemnified, Bradken, and its officers, employees and agents against all claims, demands, proceedings, liabilities, costs, charges and expenses suffered by Bradken and its officers, employees and agents arising as a result from any act, neglect or fault of the Supplier, its officers, employees and agents related to its obligations under the Purchase Order.

供应商及其职员、雇工和代理机构在履行采购订单义务期间, 因他们的任何疏忽或过失行为而导致布兰肯及其职员、雇工和代理机构承受索赔、要求、诉讼、责任、开支、控告和费用等造成的所有损失, 都将由供应商赔偿。

12.2 Bradken will not be liable to the Supplier for any indirect or consequential loss or damage under the Purchase Order.

布兰肯不因采购订单对供应商的任何间接或间接的损失或损害负责。

12.3 The maximum sum, for which Bradken may be liable to the Supplier under the Purchase Order, is limited to the Purchase Order value.

布兰肯可能对供应商的订单赔偿义务的金额合计不得超过该订单的总金额

### 13. Insurances 保险

13.1 In relation to Deliverables, the Supplier shall take out and maintain:

对于交付物, 供应商应该获取并维持:

a) comprehensive public and product liability insurance with a limit agreed by both Bradken and supplier;

双方约定赔偿限额的综合公共和产品责任保险

b) worker social insurance as required by law;

法律规定的工人社会保险

c) motor vehicle third party liability insurance as required by law (where Supplier Vehicles are taken onto Bradken sites);

法律规定的机动车第三方责任保险(如供应商车辆行驶到布兰肯场地)

d) insurance covering the Suppliers own property, equipment, materials owned, hired leased or used by the Supplier for the purpose of this Purchase Order;

应涵盖供应商自有财产, 用于采购订单的自有、租赁或使用的的设备、材料的保险。

e) where professional goods or services are provided, Professional Indemnity insurance cover for a minimum of ten [10] years following the date of acceptance of the equipment by Bradken; and

在提供专业货物或服务的情况下, 专业赔偿保险自布兰肯接受设备之日起涵盖至少十年;

f) any additional insurance required by any applicable law or specified in the Purchase Order.

任何可适用的法律所要求的保险或采购订单中规定的保险。

13.2 The Supplier will at the request of Bradken provide copies of all certificates of currency in respect of the insurances required to be taken out by Supplier.

供应商应将布兰肯的要求提供其被要求提供的保险之相关的所有保单的复印件。

### 14. Force Majeure 不可抗力

14.1 Neither Bradken nor the Supplier shall be liable to the other for default or delay in performing its obligations in respect of this Purchase Order caused by any occurrence beyond its reasonable control including, without limitation, fire, strike, disturbance, riot, war, Act of God, provided that the party affected by such occurrence notifies the other party in writing within seven (7) days of the commencement of that occurrence. When the party ceases to be affected by the force majeure event it must immediately recommence performing its obligations under the Purchase Order and notify the other party accordingly. However, if as a result of any such force majeure event, supply of all or part of the Deliverables is delayed more than 30 days after the delivery date specified in the Purchase Order Bradken may, without penalty, cancel this Purchase Order to the extent it relates to such delayed Deliverables.

布兰肯和供应商都不应因任何超出其合理控制范围的事件, 包括但不限于火灾、罢工、骚乱、暴动、战争、自然灾害和, 导致违约或延迟履行采购订单的义务而向对方承担责任。前提是受此类事件影响的一方应在事件发生之日起七日内书面通知另一方。当该方不再受到不可抗力事件的影响时, 其必须立即重新开始履行采购订单规定的义务, 并相应地通知另一

### 15. Disputes 争议

15.1 Bradken and the Supplier agree to work together to quickly settle disputes or differences that may arise. In the event that any such disputes or differences cannot be negotiated and amicably resolved between the parties within 21 days after the dispute was first raised, then the parties agree that the dispute shall be resolved by mediation by a third party and process agreed upon by the Supplier and Bradken or, failing such agreement or resolution by or through that process, shall be submitted to arbitration in accordance with and subject to Arbitration administered by Shanghai Sub-Commission of China International Economic and Trade Arbitration Commission (CIETAC). This clause shall survive termination of this agreement.

布兰肯和供应商应协商一致迅速解决可能出现争端或分歧。如果任何此类争端或分歧在其首次被提出后 21 天内无法在双方之间进行协商和友好解决, 则供应商和布兰肯同意该争端或分歧应由双方共同确定的第三方并按照双方共同确定的程序进行调解解决。或者, 双方未能一致同意或通过该程序未能达成协议或决议, 则在中国国际经济贸易仲裁委员会(CIETAC)上海分会根据提交仲裁申请时有效的 CIETAC 仲裁规则进行仲裁。本条文本在协议终止后继续执行。

15.2 In the event of any unresolved dispute the Supplier must ensure the continued progress of achieving Deliverables.

即便发生任何未解决的争端, 供应商仍必须确保交付物的交付持续进行。

### 16. Termination 终止

16.1 If Goods have been offered by the Supplier as, or if they are, standard or stock items Bradken can, by notice to the Supplier, at any time up to delivery cancel the commitment to buy them. Any other commitment of Bradken to receive and pay for Deliverables may be cancelled by Bradken and in such instances Bradken will reimburse the Supplier for all demonstrable irrecoverable costs incurred, or unavoidably committed, by the Supplier up to the point of cancellation.

如果供应商提供的是或者是标准或库存物品, 布兰肯可以通过通知供应商, 在交货之前的任何时间内取消购买承诺。布兰肯在接收交付物和支付方面做出的任何其他承诺都可以由布兰肯取消, 在这种情况下, 布兰肯将赔偿供应商在取消之前发生的明显不可挽回的成本。

16.2 Bradken may suspend performance of, or cancel, or suspend and then at any subsequent time cancel, the Purchase Order without any liability to the Supplier if it breaches its terms, or if the Supplier's business fails. The Supplier's business will be treated for this purpose as having failed if:

如果供应商违反了条款, 或者如果供应商的业务失败, 布兰肯可以无条件地暂停执行或取消采购订单, 或先暂停, 然后在后续的任何时间取消订单, 并不对供应商承担任何责任。据此, 如果供应商有如下情形将被视为业务失败:

a) the Supplier makes any voluntary arrangement with its creditors;

供应商与其债权人进行自愿和解程序

b) (being an individual or firm) the Supplier become bankrupt;

(个人或公司) 供应商破产

c) (being a company) the Supplier becomes subject to an administration order or goes into liquidation;

(公司) 供应商接受行政命令或进行清算;

d) any third party takes possession of, or enforces rights over, any of the Supplier's property or assets under any form of security;

任何第三方依任何形式的担保, 占有或强制执行供应商的任何财产或资产的;

e) the Supplier stops or threatens to stop carrying on business;

供应商停止或威胁停止运营;

f) the Supplier suffers any process equivalent to any of these, in any jurisdiction; or

在任何司法管辖范围内, 供应商遭受与上述任何事件等情形; 或

g) Bradken reasonably believes that any of the events mentioned above is about to occur and Bradken notifies the Supplier accordingly.

布兰肯有理由相信上述任何事件即将发生, 并据此通知供应商。

16.3 Any right of cancellation or suspension under this section is additional to any rights available to Bradken under the law of any relevant jurisdiction.

本条所规定的取消或中止是布兰肯根据任何有关司法管辖区的法律所享有的任何权利之外的权利。

### 17. Confidentiality 保密

17.1 All information provided by Bradken to the Supplier must not be disclosed to any third party by the Supplier without the prior written consent of Bradken. The parties agree that this obligation shall survive termination or expiration of the Purchase Order.

未经布兰肯事先书面同意, 布兰肯提供给供应商的所有信息不得由供应商向任何第三方披露。双方同意此保密义务在采购订单终止或期满后继续执行。

### 18. Intellectual Property 知识产权

18.1 The title to all intellectual property rights in or in relation to providing the Services shall vest upon its creation with Bradken. Any intellectual property owned by the Supplier prior to execution of the Services will remain the property of the Supplier.

在提供服务时或因提供服务产生的知识产权的所有权应归布兰肯所有。供应商在履行服务之前拥有的任何知识产权将仍归属于供应商。

18.2 The Supplier indemnifies and holds harmless Bradken, its successors, administrators and assigns at all times after such acceptance from and against all costs including legal fees on a full indemnity basis, loss, damages, liability, claims, demands and suits at law or in equity for or in respect of the actual or alleged infringement of any patent, trade mark or corresponding intellectual property right to or in respect of materials used by the Supplier in the execution of the Order.

供应商履行采购订单, 其提供的交付物侵犯或被指控侵犯商标、专利及其它知识产权, 由此给布兰肯及其继承人、管理者、转让方造成的任何权益的损失或损害, 包括但不限于布兰肯及其继承人、管理者、转让方因素赔、责任、诉讼、控告、要求、损害赔偿、全部的法律费用等承受的所有支出, 均有供应商向布兰肯及其继承人、管理者、转让方全部赔偿并使其免于责任追究。

### 19. Waiver 弃权

19.1 No failure or delay on the part of Bradken in exercising any of its rights under the Purchase Order shall be construed as constituting a waiver of any such rights.

布兰肯未能或延迟行使其依据采购订单所享有的任何权利, 不得解释为放弃任何此类权利。

## 2 BK SP SUP General Terms and Conditions of Purchase Order - China

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### 20. Governing Law 法律适用

20.1 Unless otherwise specified, the Purchase Order, these terms and conditions or any other attached drawings and documents will be governed and construed in accordance with the law of the People's Republic of China  
除非另有规定, 采购订单、本通用条款和条件以及任何其他附件等将根据中华人民共和国的法律进行管辖和解释。

### 21. Subcontracting and Assignment 分包与转让

21.1 The Supplier is not permitted to assign or sub-contract all or any part of its obligations under the Purchase Order without the prior written consent of Bradken.  
未经布兰肯公司书面同意前, 供应商不得转让或分包其根据采购订单承担的全部或部分义务。

### 22. Compliance with Laws 法律遵守

22.1 The Supplier, when providing the Deliverables, must have regard to and use best endeavours to ensure that it complies with all relevant and applicable laws, regulations and policies.  
供应商在提供交付物时, 必须考虑并尽最大努力确保其符合所有相关和可适用的法律、法规和政策。

### 23. VAT 增值税

23.1 VAT is payable on certain supplies of goods and/or services.  
增值税是在供应商品或提供服务时应缴纳的税金

23.2 Words defined in the VAT Law have the same meaning in these terms and conditions unless specifically defined in this clause.  
增值税法中定义的词语在本条款和条件中具有相同的含义, 除非本条款中有明确定义。

23.3 For each taxable supply under or in connection with the Purchase Order:  
对于采购订单中对应的每个应税项目:

- a) The Supplier must provide a valid tax invoice (or a valid adjustment note) to Bradken in respect of the taxable supply.  
供应商必须就应税项目向 Bradken 提供有效的税务发票 (或有效的调整单)

### 24. Non-exclusivity 非排他性

24.1 The Purchase Order, or these terms and conditions, do not confer on the Supplier any right to be a sole or exclusive supplier of the Deliverables.  
采购订单或本条款和条件并不赋予提供交付物的供应商作为独家或专属供应商的任何权利。

### 25. Independent Supplier 独立供应商

25.1 The Supplier is an independent contractor and must exercise independent control, management and supervision in the performance of the Purchase Order. The Supplier is not Bradken's agent in any way. The Suppliers' personnel will not under any circumstances be considered employees of Bradken for any purpose.  
供应商是独立的承包商, 必须对采购订单的履行进行独立的控制、管理和监督。供应商在任何情况下都不是布兰肯的代理商。供应商的员工在任何情况下亦不得被视为布兰肯的员工。

### 26. Notices 通知

26.1 A notice is treated as having been duly given and received when delivered, in writing, to the other party's address. The addresses of the parties are as stipulated in the Purchase Order.  
通知书以书面形式送达对方地址时, 视为已正式送达或接收。双方的地址按照采购订单中规定。

### 27. Severance 可分性

27.1 In the event that the whole or any part or parts of any clause in these terms and conditions is found to be unenforceable then such clause or part thereof shall be to that extent severed from these terms and conditions without effect to the validity and enforceability of the remainder of these terms and conditions.  
如果发现本条款和条件中的任何条款的全部或其部分不可执行, 则该条款或其部分应在该程度上与本条款和条件分离, 不影响本条款和条件的其余部分的有效性和可执行性。

### 28. Environment 环境

28.1 Bradken maintains the standards which complied with Bradken rules and local laws and regulations for protection of the environment and occupational health and safety. The Supplier must also maintain best practice in those areas which complied with Bradken rules and local laws and regulations and will on Bradken's request disclose and demonstrate to Bradken your policies in that respect.  
布兰肯在保护环境和职业健康和安全方面符合当地法律规定和布兰肯标准。供应商亦必须在这些领域同样符合坚持当地法律规定和布兰肯标准, 并应布兰肯的要求向布兰肯披露和展示这方面的政策。

### 29. Default Liability 违约责任

29.1 If Bradken will not be able to exercise the rights under this Clause since the supplier fails to strictly fulfil its obligations under this Clause, Bradken shall be fully indemnified by the supplier for any loss or damage suffered as a result. Bradken is also entitled to terminate the Purchase Order immediately, unconditionally and without penalty, upon serving the Supplier a written notice of termination, and the loss or damage caused to Bradken by the termination of the Purchase Order is also fully indemnified by the supplier.  
如果供应商未严格履行本条款的义务, 导致布兰肯不能行使本条款规定的权利, 布兰肯由此遭受的损失或损害应由供应商全部赔偿。布兰肯亦有权在向供应商送达书面取消通知后, 可立即、无条件、不受处罚地取消订单, 因终止采购订单而导致布兰肯的损失或损害亦由供应商全额赔偿。

### 30. Anti-Corruption Compliance 反腐败合规

30.1 Neither the Supplier nor any of their affiliates shall take any actions in furtherance of an offer for example, by way of (but not limited to):  
供应商或其任何关联机构均不可通过以下方式 (但不限于) 采取任何行为推动交易, 例如:

- a) Payment of monies; or  
支付金钱; 或  
b) A promise to pay monies; or  
承诺支付金钱; 或  
c) Authorisation of any payment; or  
任何报酬的授权; 或  
d) Giving of money; or  
金钱给予; 或  
e) Giving anything else of value; to

将任何其他有价值的好处给与:

- (i) Any person who engages in services for national or local governments;  
为国家或地方政府服务的任何人;  
(ii) Any person who engages in services for an agency or organization affiliated with a government entity;  
为附属政府实体的代理机构或组织提供服务的任何人;  
(iii) Any person who engages in services for a public enterprise or state-owned entity;  
为公共企业或者国有实体提供服务的任何人;  
(iv) Any person who engages in public services for an international public organization;  
为国际公共组织从事公共服务的任何人;  
(v) Any political party, party official, or candidate for political office; or  
任何政党、政党官员或政治职位候选人  
(vi) Any person authorized by a government entity to exercise a public function;  
经政府实体授权行使公共职能的任何人

(together "Public Officers") or to any person other than a Public Officer while knowing (or where the Supplier and/or its affiliates ought reasonably to know) that all or some portion of the money or value was or will be offered, given or promised to a Public Officer for the purposes of obtaining or retaining business or securing any improper advantage or influencing official action.  
(合称"公职人员") 或, 在知道(或供应商和/或其关联公司应当合理地知道)全部或部分金钱或有价值的好处已经或将要被提供、给予或承诺给公职人员, 以便获得或维持业务或获取任何不当的利益或影响官方行为, 而给予除公职人员以外的任何人。

30.2 No part of the payments received by the Supplier from Bradken shall be used for any purpose which would cause a violation of laws, including, without limitation, the anti-bribery laws of any country or jurisdiction, by the Supplier.  
供应商从布兰肯收到的付款中没有任何一部分将用于任何可能导致违反法律的目的, 包括但不限于供应商违反任何国家或管辖区的反贿赂法。

30.3 The Supplier agrees that they will conduct their business in compliance with laws, including, without limitation, the anti-bribery laws of any country or jurisdiction.  
供应商承诺, 他们将根据法律规定开展业务, 包括但不限于任何国家或管辖区的反贿赂法律。

30.4 Furthermore, the Supplier shall not participate in other forms of misconduct, including, but not limited to:  
此外, 供应商不得参与其他形式的行为, 包括, 但不限于:

- a) Fraud;  
欺诈  
b) Collusion; and  
串通  
c) Coercion in connection with any transaction or matter associated with its relationship to Bradken.  
任何与布兰肯有关的交易或事项的胁迫。

30.5 In addition to all other rights and remedies herein, if the Supplier is found or reasonably suspected to be in breach of any of the foregoing compliance provisions, Bradken shall have the right to cancel the purchase order immediately, unconditionally and without penalty, upon serving the Supplier a written notice of cancellation.  
除却此处的所有其他权利和补救措施外, 如果发现或合理怀疑供应商违反了上述任何合规条款, 布兰肯有权在向供应商送达书面取消通知后, 可立即、无条件、不受处罚地取消订单。