

## Terms and Conditions

### 条款与条件

These Terms and Conditions (“Agreement”) set forth the only terms and conditions that shall apply to all purchases of goods and services (“Goods” and “Services”, respectively, or, collectively, “G&S”) by WeWork Management LLC or the applicable affiliate of WeWork Management LLC identified in the Order (as defined below) (collectively, “WeWork”) from the vendor identified in the relevant Order (“Vendor”) by means of a service order, statement of work, authorization letter, or other written communication or electronic transmission (each, an “Order”) issued by WeWork and delivered to Vendor for the purchase of Goods or Services as described in such Order. For avoidance of any doubt, this Agreement is entered into by and between Vendor and the WeWork entity identified in the Order only.

本条款与条件（“协议”）规定了适用于 WeWork Management LLC 或订单（见下文定义）所列 WeWork Management LLC 关联方（统称“**WeWork**”）向相关订单所列供应商（“**供应商**”）以服务订单、工作说明书、授权书或其他书面通讯或电子文件（各称“**订单**”）等方式进行的所有商品和服务（各称“**商品**”和“**服务**”，统称“**商品和服务**”）采购的唯一条款和条件。为免疑义，本协议仅由供应商和订单所列 WeWork 实体签订。

1. Orders; Acceptance.	1、订单；承诺。
Vendor’s (a) execution of an Order, (b) commencement of work on the Goods and/or Services to be purchased under an Order, (c) shipment of the Goods covered in an Order or (d) failure to raise any issues with an Order within 48 hours of receipt, whichever occurs first, shall be deemed to constitute Vendor’s acceptance of such Order and the terms and conditions hereof and thereof. Each Order must include an Order number (assigned by WeWork) and all applicable prices, quantities (if applicable), delivery dates and delivery locations for the Goods and/or Services to be provided pursuant to the Order. Vendor shall deliver Goods in the quantities and on the date(s) specified in the applicable Order or as otherwise agreed in writing by the parties. If no delivery date is specified, Vendor shall deliver Goods and/or Services within 10 days of Vendor’s receipt of an Order. Time is of the essence in executing any Order, and prompt and timely performance of all obligations hereunder and thereunder with respect to the timely delivery of the G&S (including all performance dates, timetables, project milestones and other requirements in this Agreement or the applicable Order), is strictly required. If the estimated schedule for completion set forth in an Order will likely require Vendor to work after regular working hours and/or increase the size of Vendor’s work force, Vendor shall take any such steps without additional cost to WeWork. WeWork shall have no liability for any damage resulting from any cancellation. Upon full completion of the Services, including clean-up work, Vendor shall notify WeWork in writing and render a final invoice	下列情形（以最先发生者为准）应被视为供应商接受订单以及本协议和订单之条款与条件：（a）供应商签署订单，（b）供应商就订单项下所购商品和/或服务展开工作，（c）供应商发运订单所列商品，或（d）供应商在收到订单后 48 小时内未提出任何异议。订单应载明 WeWork 分配的订单号以及根据该订单提供的商品和/或服务的所有相关价格、数量（如适用）、交付日期及交付地点。供应商应按照订单所列的或双方另行书面约定的数量和日期交付商品。若未指明交付日期，则供应商应在收到订单后 10 天内交付商品和/或服务。时间对执行任何订单至关重要，及时迅速地履行本协议和订单项下与商品和服务的交付有关的所有义务（包括本协议或相关订单项下的所有履约日期、时间表、项目里程碑及其他要求）是本协议的严格要求。若供应商为满足订单所列预估时间表而需在正常工作时间外工作和/或增加人力，则供应商应采取该等措施且不得向 WeWork 收取额外费用。对于因取消订单而产生的任何损害，WeWork 概不负责。完成全部服务（包括清理工作）后，供应商应书面通知 WeWork，并提供最终账单和完工证明。供应商在生产或分销由 WeWork 或供应商基于商品或服务而开发的或与之有关的任何产品时，不得收取任何许可使用费或其他报酬。对于与 WeWork 财产有关的工作，供应商应预先支付所有成本（若适用）。

<p>containing a certificate of completion. Vendor shall receive no royalty or other remuneration on the production or distribution of any products developed by WeWork or Vendor in connection with or based on Goods or Services. If applicable, Vendor shall pay, before delinquent, all costs for work done in connection with WeWork's property.</p>	
<p>2. Affiliates.</p>	<p>2、关联方。</p>
<p>Vendor agrees to look solely to the WeWork entity specified in the applicable Order for any payment obligations, and for any and all breaches of this Agreement by such WeWork entity, its acts or omissions in connection with this Agreement, and any loss, damage, liability or expense incurred by Vendor as a result of such WeWork entity's participation in this Agreement, in each case with respect to the Goods and/or Services described in such Order. Vendor hereby disclaims all rights against and otherwise releases all other WeWork affiliates and entities from and against any and all liability arising as a result of any WeWork entity's issuance of an Order.</p>	<p>对于与订单所列商品和/或服务有关的任何付款义务、订单所列WeWork实体对本协议的任何违反、该等实体与本协议相关的任何作为或不作为、因该等实体履行本协议而造成供应商的任何损失、损害、责任或开支，供应商同意仅向该订单所列WeWork实体进行追究。供应商在此放弃对其他所有WeWork关联方和实体享有的所有权利，并免除该等WeWork关联方和实体因任何WeWork实体签发订单而产生的任何责任。</p>
<p>3. Shipment; Risk of Loss.</p>	<p>3、发运；灭失风险。</p>
<p>Vendor shall prepare and pack for shipment all Goods in accordance with good commercial practices, and in any event in a manner sufficient to ensure that such Goods are delivered to WeWork in undamaged condition. WeWork will not pay charges for packing, crating, shipping or delivery, unless otherwise stated in an Order. If Vendor must ship in a more expensive manner than specified herein or in the applicable Order to comply with WeWork's required delivery date, Vendor shall pay all increased costs, unless WeWork solely causes the necessity for and agrees in writing to pay the increased costs. Title and risk of loss with respect to any Goods pass to WeWork upon delivery of such Goods, at the address specified in the applicable Order, during WeWork's normal business hours or as otherwise instructed by WeWork, and acceptance of such Goods by WeWork; Vendor shall be responsible for and bear the risk of loss of or damage to the Goods covered by an Order until they are so delivered and accepted by WeWork, regardless of the point of inspection or transfer of title. WeWork may return or store, at Vendor's expense, any Goods delivered more than 5 days in advance of the delivery date specified for such Goods, and Vendor will redeliver such Goods on the correct date at Vendor's expense.</p>	<p>供应商应始终按照良好商业实践，采用足以确保商品完好无损地交付给WeWork的方式进行发运准备和包装。除非订单中另有规定，否则WeWork不承担包装、装箱、运输或交付的费用。若供应商为满足WeWork要求的交付日期而必须以比本协议或订单所列方式更为昂贵的方式发运商品，则供应商应支付由此增加的所有费用，除非完全系因WeWork单独所致且WeWork书面同意支付该等增加费用。任何商品的所有权和灭失风险在该等商品于WeWork 正常营业时间或WeWork另行指示的时间交付至订单所列地址并由WeWork接受后，转移给WeWork。订单项下的商品在以上述方式交付并由WeWork接受之前，应由供应商负责并承担灭失或损害风险，无论该等商品的检验或所有权转移发生在何时。对于早于既定交付日期 5 天交付的任何商品，WeWork可以退还或存储该等商品，费用由供应商承担。供应商应自担费用于正确日期重新交付该等商品。</p>
<p>4. Late Delivery.</p>	<p>4、延迟交付。</p>

<p>Unless otherwise agreed by the parties and without prejudice to any other remedies WeWork may have under this Agreement or otherwise, if a shipment or part of a shipment of Goods is late, Vendor shall (a) immediately propose a new delivery date; (b) use best efforts to expedite delayed Goods at Vendor's expense; and (c) issue WeWork a refund (determined on a pro rata basis) of, or a discount (equal to the cost incurred by WeWork as a result of such late delivery) on, the purchase price for Goods delivered late. WeWork may also, at its option, (i) cancel, without liability, an Order or portions of an Order for late Goods not yet delivered, or (ii) cover for late Goods by sourcing products from another supplier, in each case at Vendor's expense.</p>	<p>除非双方另有约定，且不应影响WeWork根据本协议或其他规定享有的任何其他救济，若商品或其部分发生延迟交付，供应商应：（a）立即提出新的交付日期；（b）尽最大努力自费尽快交付发生延迟的商品；及（c）按比例向WeWork退还发生延迟的商品的购买价格或提供金额相当于WeWork因该等延迟而产生的成本的折扣。WeWork可以选择：（i）取消延迟交付商品的订单或其部分，且无需就此承担责任；或（ii）向其他供货商购买延迟交付的商品，费用由供应商承担。</p>
<p>5. Warranties; Compliance with Laws.</p>	<p>5、保证；合规。</p>
<p>Vendor expressly warrants, represents and covenants to WeWork and its affiliates, successors, assigns, customers and users of WeWork's services, that all G&amp;S (including any Work Product, as defined below) shall: (a) conform to the terms of the applicable Order and/or all applicable samples, drawings, standards, specifications, performance criteria and any other description requested, furnished or provided to or adopted by WeWork; (b) be free from defects in design, material and workmanship; (c) be merchantable, safe and appropriate for the purpose for which G&amp;S of such kind are normally used; (d) together with their packaging, labeling and accompanying materials be properly contained, packaged, marked and labeled; (e) be fit for the particular purpose for which WeWork intends to use the G&amp;S, operate as intended, and be merchantable; (f) be conveyed to WeWork with clear and marketable title, free and clear of all liens, security interests or other encumbrances; (g) not infringe or otherwise misappropriate the rights of any third parties; and (h) with respect to Services, be performed diligently in a good, professional and workmanlike manner consistent with contemporaneous best industry practices and relevant standards of care, using personnel of required skill, experience and qualifications, and devoting adequate resources to meet Vendor's obligations under this Agreement. For a period of 12 months after final acceptance of the Services by WeWork (the "Services Warranty Period"), Vendor will, at its own risk and expense, correct any and all defects made known to it by WeWork, and Vendor warrants that all Goods delivered hereunder shall comply with the foregoing sentences for the longer of (the "Warranty Period") (a) the Services Warranty Period or (b) the period provided in Vendor's standard warranty covering the Goods. These warranties survive any delivery,</p>	<p>供应商向WeWork及其关联方、继受方、受让方、客户及WeWork服务的用户明确保证、声明和承诺，所有商品和服务（包括任何工作成果，见下文定义）均：（a）符合相关订单条款和/或WeWork要求的、或向WeWork递交或提供的或被WeWork采纳的所有样品、图纸、标准、规格、性能标准及任何其他描述；（b）不含任何设计、材料或工艺缺陷；（c）适于销售、安全、适宜于同类商品和服务的一般用途；（d）与其包装、标签及随附材料一并进行适当的填装、包装、标注及贴标；（e）适用于WeWork希望的特定用途、可按照计划运行、且适于销售；（f）在转移给WeWork时具有清晰、可售的所有权，且不含任何留置权、担保权益或其他权利负担；（g）未侵犯或以其他方式盗用任何第三方权利；及（h）若为服务，则该等服务系以良好、专业、熟练、符合行业当时最佳实践和注意标准的方式，由具备相关技能、经验及资历的人员勤勉提供，并为履行供应商本协议项下义务而投入足够资源。在WeWork最终接受服务后的12个月内（“<b>服务保证期</b>”），供应商将自担风险和费用，纠正WeWork向其告知的任何及所有缺陷。供应商保证，本协议项下交付的所有商品在下列期限内（“<b>保证期</b>”）符合前述规定：（a）服务保证期，或（b）相关商品所适用的供应商标准保证期（以两者中较长者为准）。在完成商品和服务的任何交付、验收或付款后，上述保证应继续有效。此外，供应商保证、声明及承诺：（i）其应遵守以下规定且商品和服务本身和/或其履行应符合以下规定：（x）所有适用的国内、国外、国际/多国法律、条例、法令、规则、法案、法规及行业标</p>

inspection, acceptance or payment of or for the G&S. In addition, Vendor warrants, represents and covenants that (i) it shall comply with, and the G&S shall comply and/or be performed in compliance with, (x) all applicable domestic, foreign and international/multinational laws, ordinances, orders, rules, actions, regulations and industry standards, (y) all rules, regulations and policies of WeWork, including security procedures concerning systems and data and remote access thereto, building security procedures (including restriction of access to certain areas of WeWork's premises or systems for security reasons or otherwise in WeWork's sole discretion), and general health and safety practices and procedures, and (z) all other agreements or statutory restrictions by which Vendor is bound, (ii) Vendor has obtained, and shall at all times during the term of this Agreement maintain, all necessary licenses and consents applicable to or necessary for the delivery of the G&S, (iii) Vendor shall ensure that all persons, whether employees, agents or any other person acting for or on behalf of Vendor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to deliver the G&S (and, upon instruction of WeWork, shall not utilize such personnel as WeWork may deem unsuitable or incompetent to deliver any such G&S), and (iv) Vendor shall maintain complete and accurate written or electronic records relating to the delivery of the G&S under this Agreement, including records of the time spent and materials used by Vendor in connection therewith and any other basis for any charges billed in connection with any Order, and documenting Vendor's compliance with the requirements of clauses (i) through (iii) hereof, in such form as WeWork shall approve, which records Vendor shall retain and, during the term of this Agreement and for a period of 6 years thereafter, make available to WeWork, at WeWork's request, for inspection and copying. If any inspection, examination or audit of such records discloses any overcharges by Vendor, Vendor shall pay WeWork the amount of such overcharges, together with interest on such overcharges at the rate of 10% per annum, or the maximum amount allowed by applicable law, whichever is less, from the date of each such overcharge, until reimbursed to WeWork, and Vendor shall reimburse WeWork for all costs and expenses incurred by WeWork in connection with such audit. Any such inspection, examination or audit shall not relieve Vendor of any obligation, responsibility or liability hereunder or otherwise constitute WeWork's approval of or consent to any actions undertaken by Vendor. Vendor further warrants, represents and covenants that no liens, encumbrances, security interests, or other third party

准, (y) 所有WeWork规则、规定及政策, 包括系统、数据及其远程访问的安全措施、楼宇安全措施 (包括出于安全原因或WeWork自行决定的其他原因而限制WeWork场所内某些区域或系统的访问权限)、一般健康与安全实践和措施, 及 (z) 对供应商具有约束力的所有其他协议或法定限制; (ii) 供应商已取得并应在本协议期限内始终保有交付商品和服务所需的一切适当或必要的许可和同意; (iii) 供应商应确保所有人员 (无论是员工、代理或为供应商或代表供应商行事的任何其他人员) 均拥有相关法律所要求的适当授权、证书或认证, 具备交付商品和服务所需的适当技术、经验及资质 (按照WeWork的指示, 供应商不得使用WeWork认为不适合交付该等商品和服务或不具备相关资质的人员); 及 (iv) 供应商应就本协议项下商品和服务的交付保留完整准确的书面或电子记录, 包括以WeWork批准的形式记录供应商为此所花费的时间和材料, 与订单有关的任何其他收费依据, 供应商遵守本条第 (i) 款至第 (iii) 款规定的文件记录等。在本协议期限内及其届满后6年内, 供应商应保留该等记录, 并在WeWork提出要求后将其提供给WeWork查阅和复制。如对该等记录进行的任何检验、检查或审计显示供应商超额收费, 则供应商应向WeWork退还超收金额, 并按10%的年利率或相关法律允许的最高金额 (以两者中较低者为准) 就超额部分支付利息, 计息期限为超额部分发生之日起至超额部分退还之日。供应商应补偿WeWork因该等审计产生的所有费用和开支。该等检验、检查或审计不免除供应商在本协议项下的任何义务、职责或责任, 亦不构成WeWork对供应商任何行为的批准或同意。供应商进一步保证、声明及承诺, 供应商履行本协议所涉的任何WeWork自有或租赁财产上, 不得设定留置权、抵押权、担保权益或其他第三方权利; 供应商拥有商品的所有权利、所有权及利益, 可向WeWork授予本协议所列权利和许可。WeWork就本协议项下保证享有的权利可以同时适用, 不仅限于供应商提供的任何标准保证及WeWork根据相关法律享有的任何其他明示或默示保证。供应商应当且在此将其自与商品和服务有关的材料和设备的供货商或制造商取得的所有保证转给WeWork。所有保证均视为条件和保证, 不具有排他性。

<p>claims shall attach to any property owned or leased by WeWork in relation to Vendor's performance hereunder and that Vendor has all right, title and interest in the Goods to grant to WeWork the rights and licenses contained herein. WeWork's warranty rights hereunder are cumulative and in addition to, but shall not be limited by, any standard warranties offered by Vendor and any other warranties, express or implied, available to WeWork under applicable law. Vendor shall and hereby does assign all warranties that it receives from suppliers or manufacturers of materials and equipment provided in connection with the G&amp;S. All warranties shall be construed as conditions as well as warranties and shall not be exclusive.</p>	
<p>6. WeWork's Rights.</p>	<p>6、WeWork 的权利。</p>
<p>WeWork shall have a reasonable time after WeWork receives the Goods or Vendor completes the Services to inspect Goods (including Service deliverables) for conformity to the applicable Order and any other applicable specifications. G&amp;S shall not be deemed accepted until WeWork has run adequate tests to determine whether such G&amp;S conform to WeWork's specifications. WeWork's payment to Vendor for Goods or Services shall not be treated as acceptance. WeWork's inspection, testing or use of, or payment for, the G&amp;S shall not constitute acceptance thereof and shall not affect Vendor's obligations and warranties set forth herein, which shall survive WeWork's inspection, testing, acceptance and/or use. Nothing contained herein shall relieve Vendor in any way from its obligations to test, inspect and control the quality of the G&amp;S. WeWork may reject or revoke acceptance of any G&amp;S that are, in WeWork's judgment, defective and/or do not conform to the terms of this Agreement ("non-conforming G&amp;S"). In addition to any other rights available to WeWork, upon WeWork's rejection or revocation of acceptance of G&amp;S or Vendor's failure to meet the terms of this Agreement in whole or in part, WeWork shall, in its sole discretion, direct Vendor to, at Vendor's sole cost and expense, (a) refund to WeWork the price of non-conforming G&amp;S as well as any costs incurred by WeWork in relation thereto; or (b) upon a written replacement Order from WeWork, replace, re-perform or correct any such G&amp;S at no additional cost to WeWork and pay for all related expenses (including any transportation charges) within 7 days of WeWork's demand; or (c) credit WeWork's account with an amount equal to the amount paid for such G&amp;S, as well as any costs incurred by WeWork in relation thereto. WeWork may also choose to replace any non-conforming G&amp;S from any other source, and Vendor</p>	<p>在 WeWork 收到商品或在供应商完成服务后，WeWork 有权于合理时间内对商品（包括服务的交付物）进行检验，以确定其是否符合订单规定和其他规格要求。在 WeWork 进行充分测试以确定商品和服务是否符合 WeWork 规格要求之前，该等商品和服务不视为已被接受。WeWork 就商品或服务向供应商付款不视为接受该等商品或服务。WeWork 检验、测试、使用商品或服务或支付款项，不视为接受该等商品和服务，亦不影响供应商在本协议项下的义务和保证。在 WeWork 检验、测试、接受和/或使用商品和服务后，供应商在本协议项下的义务和保证应继续有效。本协议任何内容不以任何方式免除供应商对商品和服务的测试、检验及质控义务。若 WeWork 判定任何商品和服务含有缺陷和/或不符合本协议规定（“<b>不合格商品和服务</b>”），其可以拒绝接受该等商品和服务或撤回对该等商品和服务的接受。若 WeWork 拒绝接受商品和服务或撤回接受，或供应商未满足本协议全部或部分规定，则 WeWork 除享有任何其他权利外，还可以自行决定指示供应商自费（a）向 WeWork 退还不合格商品和服务的价款，并支付 WeWork 由此产生的任何成本；或（b）按照 WeWork 的，更换、重新履行或纠正该等商品和服务（且不得向 WeWork 收取额外成本），并在 WeWork 提出要求后 7 天内支付所有相关费用（包括运输费用）；或（c）将金额相当于 WeWork 为不合格商品和服务所支付的价款及由此产生的任何费用的款项记入 WeWork 账户。WeWork 亦可选择从其他来源取得其他商品和服务以取代不合格商品和服务，供应商将赔偿 WeWork 由此增加的任何成本。此外，WeWork 可向供应商</p>

<p>will reimburse WeWork for any incremental costs incurred by WeWork in connection therewith. In addition, WeWork may, at Vendor's risk, return to Vendor non-conforming Goods and/or Goods supplied in excess of quantities ordered and may charge Vendor for all expenses related thereto. If Vendor fails to take any of the corrective action described herein, WeWork, upon notice to Vendor, may take such action and charge Vendor for all costs incurred by WeWork in relation thereto. WeWork's count as to the quantity of Goods delivered shall be accepted as final and conclusive on all shipments that are not accompanied by a packing slip indicating the quantity delivered. Unless specified otherwise, all G&amp;S delivered hereunder shall not be in excess of the quantity ordered.</p>	<p>退还不合格商品和/或超过订购数量的商品，风险及所有相关费用由供应商承担。若供应商未采取上述任何纠正措施，则WeWork可在通知供应商后采取上述措施，并要求供应商承担所有相关成本。就未随附载明交付数量的装箱单的所有运次而言，应以WeWork确定的商品交付数量作为最终作准数量。除另有规定外，本协议项下交付的所有商品和服务均不得超过订购数量。</p>
<p>7. Price; Invoices; Setoff.</p>	<p>7、价格；发票；抵销。</p>
<p>As full consideration for the performance of the Services, delivery of the Goods (if applicable) and the assignment of rights to WeWork, as provided in this Agreement, WeWork shall pay Vendor the amount specified in the applicable Order upon receipt of proper invoices for work completed in accordance with this Agreement and the applicable Order. Unless otherwise agreed to by WeWork, Vendor shall only invoice WeWork for Goods actually delivered and Services actually performed by Vendor, in each case that are accepted by WeWork. Vendor warrants that the prices for the G&amp;S as provided to WeWork are complete and no additional charges of any type shall be added without WeWork's express written consent. The prices set forth in an Order are firm and the total amount due from WeWork for the G&amp;S, including, without limitation, duties, taxes or any other charges agreed upon by WeWork, subject to adjustment for any rebates or credits described herein or therein. Unless otherwise agreed in an Order, the prices for any Goods or Services shall not exceed the pricing for similar goods or services offered by Vendor to its other clients, and, if at any time during the term of this Agreement Vendor offers more favorable prices or any more favorable terms or conditions to any third party client, WeWork shall be entitled to such prices or terms and conditions for all Goods and Services provided from and after the date of such offer to any such third party client. Unless otherwise agreed in an Order, invoices shall be submitted to WeWork within 90 days following WeWork's receipt of the Goods or full performance of the Services and must reference the applicable Order number. Payment terms for all undisputed amounts shall be net 90 days from (a) the date of WeWork's receipt of the applicable, accurate invoice or (b) if later, WeWork's</p>	<p>作为按照本协议规定履行服务、交付商品（如适用）并向WeWork转让权利的充分对价，WeWork应在收到供应商按照本协议和相关订单已完成的工作所对应的正确发票后，向供应商支付订单款项。除非WeWork另行同意，否则供应商应仅就其实际交付和履行、并由WeWork接受的商品和服务出具发票。供应商保证，其向WeWork提供的商品和服务的价格为完整价格，未经WeWork明确书面同意，不得增加任何类别的额外费用。订单所列价格为WeWork就商品和服务应支付的固定总价，包括但不限于关税、税款或WeWork同意的任何其他费用，受限于根据本协议或相关订单规定的任何折扣或优惠进行的调整。除非订单中另有约定，否则本协议项下任何商品或服务的价格不得超过供应商向其他客户提供的类似商品或服务的价格。若供应商在本协议期限内的任何时间向任何第三方提供了更为优惠的价格或更为有利的条款和条件，则自供应商向该等第三方客户提供该等价格或条款和条件之日起，WeWork有权对所有商品和服务适用该等价格或条款和条件。除非订单中另有约定，否则应在WeWork收到商品或在服务履行完毕后90天内向WeWork出具发票，并注明订单号。无争议的所有款项应在（a）WeWork收到准确无误的发票之日，或（b）WeWork接受商品和服务之日（以两者中较晚者为准）后净90天内支付。若WeWork因订单或任何其他交易而向供应商提出索赔，则WeWork可以从供应商主张的款项中扣除或抵销争议所涉金额，且不影响WeWork根据本协议或其他规定享有的任何其他救济。WeWork邮寄支票或发起电子支</p>

<p>acceptance of the G&amp;S. If WeWork has a claim against Vendor resulting from an Order or any other transaction, WeWork may deduct or set off disputed amounts from Vendor's claims for amounts due, without prejudice to any other remedies WeWork may have under this Agreement or otherwise. Payment is made when WeWork's check is mailed or electronic payment initiated. No interest charges or other penalties for late payment may be assessed by Vendor without the prior written consent of WeWork. The parties shall seek to resolve any disputes expeditiously and in good faith. Except for matters which the parties are disputing and which are undergoing consultation or arbitration, Vendor shall continue performing its obligations (unless the dispute relates to a material breach or potential violation of applicable laws) under this Agreement notwithstanding any such dispute.</p>	<p>付，即视为付款。未经WeWork事先书面同意，供应商不得收取罚息或其他逾期罚金。双方应通过善意协商及时解决任何争议。发生争议后，除双方正在协商或仲裁的争议事项外，供应商应继续履行本协议项下义务（除非该等争议涉及实质性违约或潜在的违法）。</p>
<p>8. Taxes.</p>	<p>8、税金。</p>
<p>Vendor shall be liable for any applicable income taxes, value added taxes, surtaxes withholdings, or any taxes and charges not explicitly listed but payable by Vendor to PRC government or other governmental authorities. Except as expressly set forth in this Agreement or required by any applicable law, WeWork shall have no responsibility to withhold from any payment to Vendor under this Agreement, any PRC domestic, foreign or international/multinational taxes or fees. Where required by applicable law, Vendor will charge WeWork value added tax, consumption tax, goods and services tax or any equivalent type charges (collectively, "Transaction Taxes") that are owed by WeWork solely as a result of the Services provided by Vendor to WeWork under this Agreement and which are required or permitted to be collected from WeWork by Vendor under applicable law. All charges shall be detailed by Vendor in the applicable Order and shall be supported by valid tax invoices provided by Vendor to WeWork. Vendor shall at WeWork's discretion (subject to legal requirements) issue invoice (Fapiao) to WeWork and list the correct subtotal, Transaction Tax items and total on the invoice or attach thereto a pro forma identifying correct Order number, name of each G&amp;S, quantity, subtotal, total, corresponding Transaction Taxes for each G&amp;S, date, name and contact information of Vendor. In the event that Vendor is an individual or foreign (non-Mainland China) entity, where any relevant taxation authority or applicable tax laws and rules imposes any tax on the payment by WeWork to Vendor and requires WeWork to withhold such tax ("Withholding Tax"), Vendor agrees that it shall be responsible for completing the applicable tax</p>	<p>供应商应承担与本协议下供应商向 WeWork 提供的服务相关的、或就该等服务征收的所有适用的所得税、增值税、附加税、预提税或任何其他虽未列明但供应商应当作为纳税义务人或缴纳义务人向中国政府或其他国家政府机构缴纳的税收和费用。除非在本协议中明确约定或任何适用法律另有规定，WeWork 无义务支付或自任何本协议下向供应商支付的款项中扣缴任何中国国内的、外国或国际/多国的税费。当适用法律有规定时，仅作为本协议下供应商向 WeWork 提供服务的后果（且适用的法律要求或允许供应商向 WeWork 收取该等费用），供应商将向 WeWork 收取 WeWork 应付之增值税、消费税、货物与服务税或任何等同于上述税收的费用（合称“<b>交易税</b>”）。所有收费的明细均需由供应商在订单中列明，同时需由供应商向 WeWork 出具的有效税务发票支持。供应商应向 WeWork 出具发票，并在发票上列明准确小计款项、交易税明细以及总计款项；或在发票所附的报价单列明准确的订单号、每一项商品和服务名称、数量、小计款项、总计款项、与各项商品和服务相对应的交易税、日期、供应商名称及联系方式。除非法律另有规定，否则究竟是提供发票时在发票上列明相关信息还是提供发票和报价单，并在报价单上列明相关信息取决于 WeWork 的决定。当供应商为个人或境外（非中国大陆）实体时，如果有管辖权的税务主管部门或适用的税收法律法规对 WeWork 向供应商支付的款项征税，并要求 WeWork 代为扣缴相关税款（“<b>预提税</b>”），供应商同意以其自己的名义完</p>

<p>registration and filing procedures in its own name and fulfilling any and all Withholding Tax obligations. After receipt of applicable tax registration and filing certificates (including but not limited to contract record-filing certificate, payment record-filing certificate, value added tax and local surtax filing returns and tax settlement certificates, income tax filing returns and tax settlement certificates) from Vendor, WeWork will pay the full amount specified in applicable Order without deducting any taxes. In case the Vendor fails to complete the filing, WeWork may deduct such Withholding Tax from the payment to Vendor and remit such Withholding Tax to the relevant taxing authority on behalf of Vendor. The determination of the applicability of a Withholding Tax and the applicable tax rate shall be at WeWork's sole discretion (subject to legal requirements). In the event a reduced Withholding Tax rate may apply on payments to Vendor, Vendor shall be solely responsible for applying for such reduction and obtaining the written approval from competent tax authority. In case the Vendor fails to notify WeWork that it will apply for tax reductions or fails to provide WeWork the written approval from competent tax authority in a timely fashion before payment, the reduced Withholding Tax rate will not apply and any payments to Vendor shall be subject to the Withholding Tax deduction at WeWork's discretion. Vendor shall furnish to WeWork all documentation necessary to complete the payment of Withholding Tax. After completion of payment of Withholding Tax, WeWork will pay the amount after deduction of Withholding Tax to the Vendor. Upon reasonable request by Vendor, WeWork shall furnish Vendor with tax receipts or other documentation evidencing the payment of such Withholding Tax when available.</p>	<p>成相关的税务登记和申报程序并自行完成其所有应尽的预提税纳税义务。WeWork在收到供应商提供的相关税务登记和申报证明材料后，会根据订单约定的金额进行全额支付，并不会再行扣缴任何税款。这些税务登记和申报证明材料包括但不限于合同登记证明，支付备案证明，增值税和地方附加税申报表和缴款证明，所得税申报表和缴款证明等。如供应商不进行自行申报，则WeWork有权自向供应商所支付的款项中扣除该等预提税，并以供应商名义向相关税务部门缴纳。除非适用法律另有规定，否则是否适用预提税及适用税率由WeWork自行判定。如果某项减免预提所得税的法律法规可以适用于向供应商支付的款项，供应商应自行向相关税务部门进行申请，并获取税务部门的书面批复。如供应商未能及时向WeWork告知其会申请相关税收减免政策，或在WeWork向供应商支付款项前供应商未能从税务部门获取书面批复并提供给WeWork，则相关减免政策不适用于任何向供应商支付的款项，WeWork仍有权自行判断并扣缴预提税。供应商应向WeWork提交所有需要的相关材料以配合WeWork完成预提税扣缴。WeWork将在预提税扣缴完成后将扣除预提税后的金额支付给供应商。如供应商提出合理要求，WeWork将在获得缴税收据或其他证明缴纳预提税的凭证后向供应商提供该等凭证。</p>
<p>9. Changes.</p>	<p>9、变更。</p>
<p>WeWork may, at any time prior to delivery of any Goods or completion of any Services, reschedule the Services, change the delivery destination for Goods in any Order, change the Services provided under any Order, or cancel any Order, or otherwise change the specifications such G&amp;S, in any such case upon written notice to Vendor (each, a "Change Order"), in each case, at no cost to WeWork, except that if WeWork requests changes that will materially increase or decrease the cost of providing Goods or Services to WeWork, such as by requiring additional Services or additional materials, the parties will negotiate an appropriate adjustment to their obligations under the Order in accordance with this provision before Vendor commences performance related to such Change Order. Vendor will accept any changes, and shall, if a</p>	<p>在交付任何商品或完成任何服务前，WeWork可随时向供应商发出书面通知（“<b>变更单</b>”）调整服务时间、变更任何订单项下商品的交付地点、变更任何订单项下的服务、取消任何订单或以其他方式变更商品和服务的规格。WeWork无需就该等变更支付任何费用，除非WeWork要求的变更将实质增加或减少向其提供商品或服务所需的成本，例如要求提供额外服务或额外材料。在此情形下，双方将在供应商开始履行变更单之前，按照本条规定通过协商适当调整双方在订单项下的义务。供应商将接受任何变更，且若变更将增加或减少履约费用或时间，供应商应在收到变更单后2个营业日内，向WeWork递交一份准确的报价以反映该等变更单所</p>



<p>change increases or decreases the cost or time required for performance, within 2 business days of receiving a Change Order, submit to WeWork a firm cost proposal reflecting any such increases or decreases resulting from such Change Order. If WeWork accepts such cost proposal, Vendor shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. If WeWork does not accept such cost proposal, WeWork may cancel the related Order. Vendor acknowledges that a Change Order may or may not entitle Vendor to an adjustment in the Vendor's compensation or the performance deadlines under this Agreement. Vendor shall inform WeWork at least 2 business days in advance of effecting or permitting any material change, intentional or otherwise, to the G&amp;S, including, without limitation, changes in composition, quality specifications, manufacturing processes, labeling, functionality, safety, manufacturing locations, and use of any suppliers or subcontractors. Upon notice of a Vendor-initiated change, WeWork may cancel the related Order. Any Vendor initiated revisions to an Order, with respect to price or otherwise, must be in writing and approved by WeWork. In no event shall Vendor unreasonably withhold or delay agreement to any Change Order that WeWork may request hereunder.</p>	<p>引起的任何增减。若WeWork接受该等报价，则供应商应按照报价及本协议的条款和条件提供变更后的服务。若WeWork不接受报价，则WeWork可以取消相关订单。供应商确认并认可，其可能有权或无权根据变更单调整其在本协议项下的报酬或履约时限。若供应商要求或允许对商品和服务作出任何实质性的变更（无论是有意或其他情况，包括但不限于组成部分、质量规格、生产工艺、标签、功能、安全性、生产地点、所用供货商或分包商的变更），其应至少提前2个营业日告知WeWork。在收到供应商要求变更的通知后，WeWork可以取消相关订单。若供应商要求变更订单价格或其他条款，该等要求必须以书面形式作出并取得WeWork批准。在任何情况下，供应商均不得无理拒绝或延迟同意WeWork在本协议项下要求签发的任何变更单。</p>
<p>10. Indemnification.</p>	<p>10、赔偿。</p>
<p>Vendor and its affiliates (collectively, "Vendor Affiliates") shall defend, indemnify and hold WeWork and its affiliates, directors, officers, managers, members, employees, agents, representatives and other vendors harmless from and against any and all claims, demands, actions, causes of action, proceedings, judgments and other liabilities, obligations, penalties, losses, damages, costs and expenses (including reasonable attorneys, fees and costs) of any nature (collectively, the "Claim") to the extent arising out of or in any way connected with the G&amp;S provided pursuant to an Order, including, without limitation, (a) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (b) Vendor failing to satisfy any applicable taxing authority's guidelines for an independent contractor; (c) any claim based on the negligence, omissions, or willful misconduct of Vendor or any Vendor Affiliates; (d) Vendor failing to satisfy its obligations with respect to the protection of Confidential Information (as defined below); (e) Vendor failing to comply with any requirement of applicable law (including any failure to identify or any misidentification of the country of origin of any Goods provided</p>	<p>对于WeWork及其关联方、董事、管理人员、经理、成员、员工、代理、代表及其他供货商因供应商按照订单提供的商品和服务所引起或与之有关的任何性质的任何及所有索赔、要求、诉讼、诉因、法律程序、判决及其他责任、义务、处罚、损失、损害、成本及开支（包括合理的律师费和成本）（统称“<b>索赔</b>”），供应商及其关联方（统称“<b>供应商关联方</b>”）应为其抗辩、进行赔偿、保障其不受损害，该等索赔包括但不限于：（a）因任何人员伤亡、财产破坏或损坏、环境污染及相关清理费用而提起的索赔；（b）供应商未遵守相关税务机关就独立承包商的指南；（c）因供应商或供应商关联方的疏忽、不作为或故意不当行为而提起的任何索赔；（d）供应商未履行保密信息（见下文定义）的保护义务；（e）供应商未遵守适用法律的任何规定（包括未标注或错误标注本协议项下任何商品的原产地）；（f）第三方对WeWork提起的任何索赔，声称根据订单提供的任何商品和服务、任何服务成果、或任何其他产品或工艺侵犯第三方专利、版权、商标、商业秘密或其他专有权利，无论该等其系单独提供或与其他产品、软件或工艺一并</p>

<p>hereunder); (f) any claim by a third party against WeWork alleging that the G&amp;S, the results of any Services, or any other products or processes provided pursuant to an Order, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes; (g) all mechanics' and materialmen's liens; (h) the failure of Vendor to deliver the G&amp;S in accordance with this Agreement or any Order hereunder; (i) interference with, interruption or change to any utility or facility caused by Vendor or any subcontractor; or (j) any breach by Vendor or any Vendor Affiliate of any covenant, representation or warranty herein. The foregoing obligations shall not apply to the extent the Claim is due to or arises from the gross negligence or willful misconduct of WeWork. Vendor shall not settle any such suit or claim without WeWork's prior written approval. Vendor agrees to pay or reimburse all costs that may be incurred by WeWork in enforcing this indemnity or in pursuing any insurance providers, including attorneys' fees. WeWork may be represented by and participate through its own counsel with respect to any Claim. At WeWork's option, Vendor shall take control of the defense of any such Claim. Should the use of any G&amp;S by WeWork, its distributors, subcontractors, or customers be enjoined, threatened by injunction, or the subject of any legal proceeding, Vendor shall, at Vendor's sole cost and expense, and WeWork's option, either (i) substitute fully equivalent non-infringing G&amp;S; (ii) modify the G&amp;S so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for WeWork, its distributors, subcontractors, or customers the right to continue using the G&amp;S; or (iv) if none of the foregoing is possible, refund all amounts paid for the infringing G&amp;S. Vendor's liability to WeWork for any of the matters contained in this Agreement, including, without limitation, the indemnification obligations set forth herein, shall not be limited by the insurance policies required hereunder or the recovery of any amount thereunder. The indemnification obligations herein shall survive the expiration or termination of this Agreement.</p>	<p>提供; (g) 所有机械和材料质押; (h) 供应商未按照本协议或本协议项下任何订单的规定交付商品和服务; (i) 因供应商或任何分包商的原因导致任何工具或设备遭干扰、中断或变更; 或 (j) 供应商或任何供应商关联方违反本协议所载任何承诺、声明或保证。前述义务不适用于因WeWork重大过失或故意不当行为导致或引起的索赔。未经WeWork事先书面批准, 供应商不得就任何此类诉讼或索赔进行和解。供应商同意支付或赔偿WeWork在强制执行本赔偿条款的过程中或在追究任何保险公司责任的过程中产生的所有费用, 包括律师费。WeWork可以安排己方律师参与索赔。若WeWork选择由供应商控制任何此类索赔的抗辩, 则供应商应如此行事。若WeWork或其分销商、分包商或客户对任何商品和服务的使用遭禁止、受禁令威胁或涉入任何法律程序, 供应商应根据WeWork的选择自担费用 (i) 以完全等同的非侵权商品和服务加以替换; (ii) 修改该等商品和服务, 使其在功能完全等同的前提下不再侵权; (iii) 为 WeWork 及其分销商、分包商或客户取得继续使用商品和服务的权利; 或 (iv) 若上述措施均不可行, 应退还已就侵权商品和服务收取的所有款项。供应商就本协议项下任何事项而向 WeWork 承担的责任 (包括但不限于本协议项下的赔偿义务), 不受限于本协议项下规定的保单或该等保单项下取得的任何赔偿款。本协议期满或终止后, 本协议项下的赔偿义务应继续有效。</p>
<p>11. Insurance.</p>	<p>11、保险。</p>
<p>During the term of this Agreement and for a period of 6 years thereafter, Vendor shall, at its sole cost and expense, and shall cause Vendor Affiliates to, have in effect and keep in force insurance coverage which is primary and noncontributory as to any insurance maintained by WeWork, with reputable insurance companies. WeWork shall be named as an additional insured on all such policies, except the worker's compensation and</p>	<p>本协议期限内及其期满后6年内, 供应商应自费 (并促使供应商关联方) 向声誉良好的保险公司购买和维持基本保险。该等保险与WeWork所购保险不存在分摊关系。WeWork应被列为该等保险项下的附加被保险人, 但工伤保险和雇主责任险除外。所有保险均应载明为WeWork之利益而放弃代位求偿权。供应商维持的最低保险额应与本协议项下服</p>

<p>employer’s liability policies. All insurance shall also include waiver of subrogation provisions in favor of WeWork. The minimum insurance coverage to be maintained by Vendor shall be in amounts reasonably related to the scope and the nature of the Services to be performed under this Agreement, as determined by WeWork in its reasonable discretion, subject to any greater coverage requirements mandated by applicable law or the common best practice and standards of care in Vendor’s industry. Vendor agrees that WeWork may, from time to time, reasonably require that Vendor obtain and maintain additional insurance in connection with Services to be performed under this Agreement. All such certificates and policies shall include a provision whereby WeWork will be given 30 days advance written notice of the insurer’s intention to cancel or materially alter such policies. Upon request, Vendor shall provide WeWork with certificates of insurance or evidence of coverage before commencing performance under this Agreement and shall file renewal certificates with WeWork as necessary to ensure that a current certificate is on file with WeWork at all times during the term of this Agreement. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against WeWork’s insurers and WeWork. Vendor shall not commence, and shall not allow any of Vendor Affiliates to commence, any portion of the Services until it has obtained all insurance required hereunder. The liability of Vendor shall not be limited by said insurance policies or the recovery of any amounts from any insurance policies.</p>	<p>务的范围和性质合理相关，具体由 WeWork 自行合理确定，除非根据相关法律法规的强制规定或供应商所在行业的惯例最佳实践和注意标准须维持更高的最低保险额。供应商同意，WeWork 可以不时合理要求供应商为本协议项下服务取得和维持其他保险。所有保险证书和保单均应规定，若承保人拟取消或实质变更保单，将提前30天书面通知WeWork。应 WeWork 要求，供应商应在开始履行本协议之前向 WeWork 提供保险证书或投保证明，并在必要时向 WeWork 备案续保证明，确保期限内始终有最新的保险证书备案于 WeWork。除非法律禁止，否则供应商应要求其承保人放弃对 WeWork 承保人和 WeWork 享有的所有代位求偿权。在取得本协议项下规定的所有保险前，供应商不得开始（亦不得允许任何供应商关联方开始）提供任何部分的服务。供应商的责任不受限于上述保单或该等保单项下取得的任何赔偿款。</p>
<p>12. Ownership.</p>	<p>12、所有权。</p>
<p>WeWork shall own all right, title and interest (including patent rights, copyright rights, trade secret rights, mask work rights, trademark rights and all other intellectual rights throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Vendor during the term of this Agreement that arise out of the Services or any Confidential Information (as defined below) (collectively, “Work Product”). To the extent that ownership of any Work Product does not automatically vest in WeWork, Vendor hereby assigns and agrees to assign to WeWork all Work Product. Vendor will promptly disclose and provide all Work Product to WeWork. Vendor shall further assist WeWork, at WeWork’s expense, to further evidence, record and perfect such assignments, and to perfect, obtain, enforce, and defend any rights assigned. All materials, supplies, or</p>	<p>WeWork 应享有全部或部分由供应商在本协议期限内创作、构思或付诸实践的、与服务或任何保密信息（见下文定义）有关的任何及所有发明（无论是否可以申请专利）、原创作品、称号、设计、专有技术、理念及信息（统称“<b>工作成果</b>”）的所有权利、所有权及利益（包括全球范围内的专利权、著作权、商业秘密权、掩膜作品权、商标权及其他知识产权）。若任何工作成果的所有权未自动归属 WeWork，则供应商特此向 WeWork 转让并同意向 WeWork 转让所有工作成果。供应商将及时向 WeWork 披露并提供所有工作成果，并协助 WeWork 进一步证实、记录、完善该等转让，以及完善、获取、执行及捍卫所转让的权利，费用由 WeWork 承担。WeWork 就订单而提供或由其付款的所有材料、物料或设备始终为 WeWork 财产（所有权不转让给供应商）。供应商应确保该等材料、</p>

<p>equipment furnished or paid for by WeWork in connection with an Order shall remain WeWork's property (title shall not transfer to Vendor), shall be maintained by Vendor in good condition, shall be used by Vendor only for WeWork, and shall be returned to WeWork or otherwise disposed of as directed by WeWork upon completion of such Order.</p>	<p>物料或设备处于良好状态，仅为WeWork进行使用，并在完成相关订单后根据WeWork的指示将其返还WeWork或以其他方式进行处置。</p>
<p>13. Confidentiality and Publicity.</p>	<p>13、保密与宣传。</p>
<p>Vendor, its employees, agents and representatives, shall consider as WeWork's "Confidential Information" all nonpublic or proprietary information provided by WeWork or its affiliates or members, all specifications or other documents prepared by Vendor in connection herewith, the fact that WeWork has contracted to purchase G&amp;S from Vendor, the terms of this Agreement and all other non-public information relating to an Order. In addition, Confidential Information means any third party's proprietary or confidential information disclosed to Vendor in the course of providing G&amp;S to WeWork. Confidential Information does not include any information which is now or becomes generally publicly known through no wrongful act or failure to act of Vendor. Without WeWork's prior written consent, Vendor shall not (a) disclose or use Confidential Information for any purpose other than performing an Order, (b) announce, publicize or discuss with third parties the subject matter of this Agreement or an Order, (c) include WeWork's name or trademarks in any marketing materials or (d) disclose that WeWork is Vendor's customer. The foregoing provisions shall be subject to the terms of any other written agreement executed by the parties relating specifically to confidentiality, non-disclosure and/or publicity. Vendor will use the same amount of care to protect Confidential Information that it uses to protect its own information of like kind, but in any event not less than reasonable care. Vendor agrees not to copy, alter, or directly or indirectly disclose any Confidential Information. Vendor agrees (x) to limit its internal distribution of Confidential Information to Vendor Affiliates who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Vendor Affiliates of nondisclosure agreements with provisions substantially similar to those set forth in this Agreement and, upon WeWork's written request, the execution of non-disclosure or intellectual property assignment or license agreements in a form that is reasonably satisfactory to WeWork, copies of any such writings to be provided to WeWork upon request, and (y) that Vendor shall be responsible for any breach by any such Vendor</p>	<p>供应商及其员工、代理和代表应将WeWork或其关联方或成员提供的所有非公开或专有信息、供应商为本协议制备的所有规范或其他文档、WeWork已与供应商订立合同向供应商购买商品和服务的事实、本协议的条款以及与订单相关的所有其他非公开信息视为WeWork的“<b>保密信息</b>”。此外，保密信息还包括在向WeWork提供商品和服务的过程中向供应商披露的任何第三方专有或保密信息。保密信息不包括非因供应商不当行为或不作为而已经为或于将来为公众所普遍知悉的信息。未经WeWork事先书面同意，供应商不得：(a) 非因履行订单之目的披露或使用保密信息；(b) 宣布、宣传或与第三方讨论本协议或订单主题事宜；(c) 在任何市场推广材料中标注WeWork的名称或商标；(d) 披露WeWork系供应商的客户。前述规定应受限于双方就保密、不披露和/或宣传而专门签署的任何其他书面协议。供应商对保密信息的注意程度应与其保护自身类似信息时所尽的注意程度相当，但任何情况下不得低于合理注意程度。供应商同意不复制、修改或直接/间接披露保密信息。供应商同意(x) 保密信息的内部传递仅限于向确有必要知悉该等保密信息的供应商关联方进行，并采取措施确保该等信息在限制范围内传播，包括促使供应商关联方签署含有实质类似于本协议所载条款的保密协议。应WeWork书面要求，应以WeWork合理满意的形式签署保密协议或知识产权转让协议或许可协议，并应WeWork要求向其提供该等文书的复印件；及(y) 供应商应对供应商关联方违反任何该等协议的行为承担责任。供应商同意，在任何情况下，未经WeWork明确书面同意，其不得设计或生产含有保密信息的任何产品。所有保密信息均为(且始终为)WeWork财产。本协议并未向供应商授予或以其他方式给予对任何保密信息或任何其他WeWork知识产权或专有材料的任何权利。供应商可接触入驻WeWork空间的个人和实体(统称“<b>WeWork会员</b>”)的信息、财产及其他</p>

Affiliates of any such agreement. Vendor agrees not to design or manufacture any products incorporating Confidential Information without WeWork's express written consent in each instance. All Confidential Information is and shall remain WeWork property. This Agreement does not grant, or otherwise give, Vendor any rights to any Confidential Information or any other WeWork intellectual property or proprietary materials. Vendor may receive access to information, property, and other tangible and intangible assets ("Member Property") of individuals and entities occupying space in a WeWork facility (collectively, "WeWork Members"), including, without limitation, sensitive and confidential information regarding such WeWork Members and their actual or potential employees, customers, and/or business partners. Vendor will not use, remove, copy, manipulate, access, damage, destroy, disclose or otherwise engage with any Member Property except solely to the extent necessary for Vendor to deliver the G&S in accordance with this Agreement. Vendor will not (i) copy or share with any third party any access credentials received from WeWork, whether physical (e.g. key cards), electronic (e.g. access codes), or other or (ii) otherwise cause or allow any third parties without proper permission from WeWork, or the applicable WeWork Member, to access a WeWork facility and/or any Member Property. If the Services require Vendor to remove and/or transport any property, including Member Property, away from a WeWork facility, Vendor will take all necessary measures to protect and secure such property from unauthorized access, damage or destruction at all times while such property is not in a WeWork facility, including, without limitation, by ensuring that such property is not left unattended or unsecured at any point. Vendor agrees to require any permitted delegatee or subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon WeWork's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to WeWork (it being understood that, prior to any such delegation or subcontracting, any such delegatee or subcontractor shall be informed of the confidential nature of the Confidential Information and shall agree, in writing, to be bound by the terms of nondisclosure agreements with provisions substantially similar to those set forth in this Agreement, copies of which writings shall be provided to WeWork upon request, and Vendor shall be responsible for any breach by any such delegatee or subcontractor of such agreement). Vendor shall take all appropriate legal, organizational and technical measures to protect against unlawful and unauthorized processing of Confidential

有形和无形资产（“会员财产”），包括但不限于该等WeWork会员及其现有或潜在员工、客户和/或商业合作伙伴的敏感和保密信息。供应商不得使用、移除、复制、操纵、接触、损坏、损毁、披露或以其他方式处理任何会员财产，供应商根据本协议规定交付商品和服务所需的情形除外。供应商不得（i）复制或与任何第三方共享其自WeWork处获取的访问凭证，无论为实物形式（如门禁卡）、电子形式（如访问代码）或其他形式；（ii）未经WeWork或相关WeWork会员适当准许，促使或允许任何第三方访问或接触WeWork设施和/或任何会员财产。若出于提供服务的需要，要求供应商将任何财产（包括会员财产）转移和/或运送到WeWork设施之外，则供应商应采取所有合理措施，在该等财产位于WeWork设施外的情况下始终保护该等财产，使之免遭未经授权访问、损坏或损毁，包括但不限于确保该等财产不在任何情况下处于无人看管或缺失防护措施的状态。供应商同意，其将要求任何获准受托人或分包商以书面形式受本协议保密条款约束，且经WeWork书面要求，以WeWork合理满意的形式订立保密协议或知识产权转让协议或许可协议（双方理解，在开展该等授权或分包之前，受托人或分包商应被告知保密信息的保密性质，并应书面同意签署含有实质类似于本协议所载条款的保密协议，受该保密协议条款的约束，应WeWork要求向其提供该等文书的复印件，且对于该等受托人或分包商违反本协议的任何行为，供应商将承担相应责任）。供应商应在法律、组织和技术层面采取相应措施，保护保密信息免遭任何不合法或未授权的处理。供应商应维持合理的操作标准与安全措施，并应采取适当的物理与逻辑安全措施尽力保护保密信息，该等措施包括但不限于适当的网络安全与加密技术、合理的用户识别或密码控制要求（包括多因素认证、增强型密码、会话超时以及WeWork可能不时颁布的或适用法律或行业标准可能要求采取的其他安全程序）。本协议期限内，若WeWork提出要求，供应商应向WeWork提供其届时有效的信息安全政策的副本。若供应商知悉或有理由相信任何个人或实体已违反或试图违反供应商的安全措施，或在未授权情况下访问保密信息（“信息安全违规”），则供应商应立即通知WeWork。发现信息安全违规后，供应商应（a）调查、修复并减轻信息安全违规的影响；（b）提供令WeWork合理满意的保证，确保不再发生该等信息安全违规。若WeWork认为特定信息安全违规发

<p>Information. Vendor shall maintain reasonable operating standards and security procedures, and shall use its best efforts to secure Confidential Information through the use of appropriate physical and logical security measures, including, but not limited to, appropriate network security and encryption technologies, and the use of reasonable user identification or password control requirements, including multiple-factor authentication, strong passwords, session time-outs, and other security procedures as may be issued from time to time by WeWork or otherwise required by applicable law or relevant industry standards. If requested by WeWork at any time during the term of this Agreement, Vendor shall provide WeWork with a copy of Vendor's then-current information security policy. Vendor shall promptly notify WeWork in the event that Vendor learns or has reason to believe that any person or entity has breached or attempted to breach Vendor's security measures, or gained unauthorized access to Confidential Information ("Information Security Breach"). Upon any such discovery, Vendor shall (a) investigate, remediate and mitigate the effects of the Information Security Breach, and (b) provide WeWork with assurances reasonably satisfactory to WeWork that such Information Security Breach will not recur. If WeWork determines that notices (whether in WeWork's or Vendor's name) or other remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) are warranted following an Information Security Breach, Vendor will, at WeWork's request and at Vendor's cost and expense, undertake the aforementioned remedial actions.</p>	<p>生后有必要发出通知（无论以 WeWork 或供应商名义发出）或采取其他补救措施（包括通知、信用监控服务、欺诈保险以及设立应对客户询问的呼叫中心），则供应商应 WeWork 的要求自费采取前述补救措施。</p>
<p>14. Term; Termination.</p>	<p>14、期限；终止。</p>
<p>This Agreement shall commence on the latest date below the signatures hereto and shall continue until terminated as set forth herein. WeWork may terminate this Agreement upon written notice to Vendor if Vendor fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves or fails to provide WeWork, upon request, with reasonable assurances of future performance. WeWork may, at its election, either permanently or temporarily stop performance of the Services or the delivery of Goods by Vendor under this Agreement or any Order and/or terminate this Agreement and/or any Order upon 10 days written notice to the Vendor, for any reason or no reason. Vendor shall cease to perform Services and/or provide Goods under an Order (a) immediately upon receipt of a cancellation notice from WeWork or (b) on the date of termination specified in such notice. Vendor may</p>	<p>本协议自文后签名下方所注日期中最晚的日期起生效，在据其条款终止之前持续有效。若供应商未履行本协议或以其他方式违反本协议、提出破产申请、资不抵债、解散、未应 WeWork 要求向其提供未来履约的合理保证，则 WeWork 可向供应商发出书面通知终止本协议。WeWork 可自行决定要求供应商永久或暂时停止本协议或任何订单项下的服务履行或商品交付，和/或提前10天向供应商发出书面通知，有因或无因终止本协议和/或任何订单。供应商应在（a）收到 WeWork 取消订单的通知时，或（b）该等通知所载终止日，停止订单项下的服务履行和/或商品交付。若 WeWork 在供应商向 WeWork 发出付款逾期的通知后60天内未向供应商付款，则供应商可向 WeWork 发出书面通知终止本协议。若 WeWork 终止本协议，其可自行选择终止</p>

<p>terminate this Agreement upon written notice to WeWork if WeWork fails to pay Vendor within 60 days after Vendor notifies WeWork in writing that payment is past due. If WeWork terminates this Agreement, it may also, at its sole discretion, choose to terminate all or any portion of outstanding Orders or permit Vendor to continue performance under any such outstanding Orders, at WeWork's discretion. Upon the expiration or termination of this Agreement or an Order for any reason: (i) WeWork shall pay Vendor for the portion of the Services satisfactorily performed and those conforming Goods delivered to WeWork through the date of termination, unless termination was due to Vendor's material breach, less appropriate offsets, including any additional costs to be incurred by WeWork in completing the Services; (ii) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (iii) Vendor will promptly deliver to WeWork all Confidential Information and/or Work Product in its possession and at its expense.</p>	<p>所有未完成的订单或其任何部分，或准许供应商继续履行该等未完成的订单。本协议或任何订单到期或因任何原因终止后：（i）针对供应商截至终止日已圆满履行的部分服务与已交付的合格商品，WeWork应在抵销适当款项（包括WeWork为完成服务而产生的额外费用）后向供应商付款（但因供应商实质违反导致终止者除外）；（ii）自期满或终止之日起，一方将不再向另一方承担任何义务，但据其性质应在该等期满或终止后继续有效者除外；且（iii）供应商应立即自费向WeWork交付由其保管的所有保密信息和/或工作成果。</p>
<p>15. Limitation on Liability; Statute of Limitations.</p>	<p>15、责任限制；时效。</p>
<p>WeWork shall not be liable to any party for anticipated profits, special, indirect, punitive, incidental or consequential damages, or penalties of any kind. WeWork's liability on any claim arising out of, in connection with, or resulting from this Agreement or any Order and from performance or breach hereof or thereof shall in no case exceed the price allocable to the G&amp;S giving rise to the claim. Vendor must commence any action against WeWork arising from this Agreement or any Order within one year from the date the cause of action accrues.</p>	<p>WeWork 对任何一方的预期利润、特殊的、非直接的、惩罚性的、附带性或间接性的损害、或任何性质的罚金均不承担责任。在任何情况下，对于因本协议或任何订单以及本协议或任何订单的履行或违约引起、产生或与之有关的任何索赔，WeWork的赔偿责任不超过可分摊至索赔所涉商品和服务的价格。供应商就本协议或任何订单向 WeWork 提起的任何法律行动，必须在产生诉因后一年内提起。</p>
<p>16. Governing Law; Attorneys' Fees.</p>	<p>16、管辖法律；律师费。</p>
<p>This Agreement, any Order and the rights and obligations of the parties will be governed by and construed and enforced in accordance with the laws of the People's Republic of China, without regard to conflicts of law principles. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or to their relationship. In any action to enforce this Agreement, the prevailing party shall be entitled to recover all costs and expenses and reasonable attorneys' fees, in addition to any other relief to which it may be entitled.</p>	<p>本协议、任何订单以及双方权利与义务受中华人民共和国法律管辖并根据中华人民共和国法律解释和强制执行，其冲突法规定除外。双方明确同意，本协议或双方关系不适用《联合国国际货物买卖合同公约》。在任何强制执行本协议的法律行动中，胜诉方有权在其可能享有的任何其他救济之外，追回其所有成本和费用与合理律师费。</p>
<p>17. Dispute Resolution; Jurisdiction; Venue.</p>	<p>17、争议解决；管辖权；仲裁地。</p>

<p>If there is a dispute between the parties, the parties agree that they will first attempt to resolve the dispute through one senior management member of each party. If they are unable to do so within 60 days after the complaining party's written notice to the other party, except that either party may seek interim, conservancy or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to this Agreement, or at law, or the breach, termination or invalidity of this Agreement, shall be finally settled by the Shanghai International Arbitration Center ("SHIAC", also known as the "Shanghai International Economic and Trade Arbitration Commission") in accordance with its then-current arbitration rules (the "SHIAC Rules") in force at the time of commencement of the arbitration. The arbitral tribunal shall consist of one (1) arbitrator appointed by the Chairman of the SHIAC in accordance with the SHIAC Rules. Any arbitration award shall be in writing and shall contain the reasons for the decision. The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator. This Agreement is made in both English and Chinese. In case of any discrepancy, the English version shall prevail. Notwithstanding the foregoing, but in no way limiting the exclusivity of the designation of arbitration as the sole dispute resolution method for this Agreement, either party may seek injunctive relief or any such similar remedies available in order to protect its confidential information or intellectual property at any time.</p>	<p>若双方产生争议，双方同意将首先由各自的一位高级管理人员尝试解决。若在申诉方向另一方发出书面通知后60天内未能通过该等高级管理人员解决争议，则除任何一方可向任何有管辖权的法院寻求临时、保全与类似救济外，由本协议或本协议的违反、终止或无效引起或与之有关的、或根据法律提起的任何争议、争端或索赔，应最终递交上海国际仲裁中心（亦称“上海国际经济贸易仲裁委员会”，下称“仲裁中心”），根据启动仲裁时仲裁中心有效的仲裁规则（“仲裁中心仲裁规则”）进行仲裁。仲裁庭应由仲裁中心主任根据仲裁中心仲裁规则任命的一（1）名仲裁员组成。仲裁裁决应以书面形式作出，并载明裁决依据。仲裁程序应予以保密，并以英文进行。仲裁员作出的裁决应为最终裁决，并对双方均具有约束力。仲裁裁决可被任何具管辖权的法院认定并执行。在任何强制执行本协议项下权利的诉讼、讼案与程序中，胜诉方有权在裁定的任何其他救济之外，追回其合理律师费以及仲裁员认定的因诉讼、讼案与程序、上诉或复审申请、追讨任何裁定款或执行任何裁定所产生的其他类别的费用、成本与开支。本协议以中英双语书就，如有不一致的，以英文为准。尽管有前述规定，任何一方可随时寻求可用的禁令救济或任何类似救济以保护其保密信息或知识产权，但此项规定不以任何方式限制仲裁作为本协议项下排他且唯一的争端解决途径。</p>
<p>18. Remedies.</p>	<p>18、救济。</p>
<p>If Vendor breaches this Agreement or an Order, WeWork shall have all remedies available by applicable law. For the purchase of Goods, Vendor's sole remedy in the event of breach of an Order by WeWork shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in such Order. No alternate method of measuring damages shall apply to such transaction. Vendor shall have no right to resell Goods for</p>	<p>若供应商违反本协议或任何订单，WeWork应享有适用法律项下的所有可用救济。对于商品采购，若WeWork违反订单，则供应商的唯一救济为追讨等同于违约之时的市价与该等订单所载采购价格之差额的损害赔偿。该等交易不适用其他损害衡量方法。若WeWork无正当理由而拒绝或撤回对商品的接受、未付款或拒绝付款，则供应商无权以WeWork名义转售商品，而仅可以其自身名义进行</p>



<p>WeWork’s account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by WeWork, and any resale so made shall be for the account of Vendor. Vendor understands and agrees that (a) the G&amp;S are critical to WeWork’s operations, (b) under no circumstances will Vendor seek to cancel or otherwise limit or terminate WeWork’s right to use the G&amp;S or access any warranty services and (c) its sole and exclusive remedy for any breach of this Agreement by WeWork is limited to money damages. In the case of any breach hereof by WeWork, Vendor hereby waives its right to seek any injunctive relief that would interrupt or limit WeWork’s access to any G&amp;S.</p>	<p>此类转售。供应商理解并同意：（a）商品和服务对WeWork的运营至关重要；（b）任何情况下供应商不得试图取消、或以其他方式限制或终止WeWork使用商品和服务或获取保修服务的权利；及（c）若WeWork违反本协议，其唯一且排他的救济仅限于金钱赔偿。供应商特此放弃在WeWork违反本协议时寻求可能中断或限制WeWork使用任何商品和服务的任何禁令救济的权利。</p>
<p>19. Vendor’s Risk.</p>	<p>19、供应商的风险。</p>
<p>Vendor agrees that it, its employees and its subcontractors, are performing Services as independent contractors and not as WeWork’s employees, regardless of where they perform Services, and shall have no express or implied authority to bind WeWork by contract or otherwise. Vendor shall be fully responsible for its employees, agents, officers, contractors and subcontractors, including without limitation all compensation and taxes related thereto. Vendor shall carry on its work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to any goods or materials before final completion and acceptance, repair and replace the goods or materials so injured, damaged and destroyed, at Vendor’s expense and to WeWork’s satisfaction. Vendor and Vendor Affiliates shall observe the working rules of all WeWork premises when on such premises. When materials or equipment are furnished by others for Vendor’s use, Vendor shall receive, unload, store, handle, and be responsible therefore as though such materials or equipment were being furnished by Vendor hereunder. To the extent Vendor is performing hereunder at WeWork’s premises, Vendor and its subcontractors shall take all safety precautions necessary for the prevention of accidents. To the extent allowed by applicable law, WeWork shall not be responsible nor be held liable for any damage to person or property arising from the use, misuse or failure of any rigging, blocking, scaffolding or other equipment used by Vendor or any of its subcontractors, notwithstanding WeWork’s ownership, provision or loan of such equipment to Vendor or to any of its subcontractors.</p>	<p>供应商同意，其与其员工和分包商（无论在何处履行服务）均以独立承包商而非WeWork员工身份履行服务，不具有以合同或以其他方式约束WeWork的明示或默示的权限。供应商对其员工、代理、管理人员、承包商和分包商承担全部责任，包括但不限于其全部报酬与税费。供应商应自担风险开展工作，直至工作最终完成并通过验收，且若任何商品或材料在最终完工与验收之前发生任何意外、损毁或损伤，其应自费修补并更换该等损伤、损坏或损毁的商品或材料，直至令WeWork满意。供应商与供应商关联方在WeWork场所时应遵守该等场所的工作规程。若材料或设备系他人提供给供应商使用，供应商应妥善接收、卸载、存储、搬运该等材料或设备并对其负责，如同该等材料或设备由其自身根据本协议规定提供一样。供应商在WeWork场所履行本协议时，供应商与其分包商应采取安全预防措施防止意外发生。在适用法律允许的范围内，因供应商或其任何分包商使用、误用任何索具、滑轮组、脚手架或其他设备或该等设备发生故障（即使该等设备由WeWork所有或由WeWork向供应商或其分包商提供或借出）而产生的任何人身伤害或财产损失，WeWork概不负责，亦不应被追究责任。</p>
<p>20. Force Majeure.</p>	<p>20、不可抗力。</p>

<p>Neither party will be liable for any failure to perform, including failure to accept performance of Services or take delivery of the Goods as provided, that is caused by circumstances beyond its reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, including, but not limited to, acts of God, acts of war, government action or accident, provided that (a) the party experiencing the force majeure event promptly notifies the other party and uses reasonable efforts to correct its failure to perform and (b) WeWork shall be entitled to terminate this Agreement if Vendor experiences a force majeure event lasting longer than 15 days.</p>	<p>如因超出任何一方合理控制、非因该方过错或疏忽、且据其性质该方不可预见（或即使可预见亦无法避免）的任何情况（包括但不限于天灾、战争行为、政府行为或意外）而导致该方未能履行本协议，包括未能接受服务或提货，该方不承担任何责任，前提是：（a）遭遇不可抗力事件的一方应立即通知另一方，并尽合理努力采取补救措施对其未履约行为作出弥补；及（b）若供应商遭遇不可抗力事件超过 15 天，则WeWork有权终止本协议。</p>
<p>21. Conflicts.</p>	<p>21、冲突。</p>
<p>Vendor warrants and represents that it is not owned, controlled or actively influenced by any employee, officer, director, consultant or service provider of WeWork or their immediate families. Vendor does not employ any person who is an employee, officer, director, consultant or service provider of WeWork or a member of their immediate families. Vendor will refrain from offering gifts, entertainment, favors or services to employees of WeWork.</p>	<p>供应商声明并保证，其并非为WeWork的任何员工、管理人员、董事、顾问或服务提供商或其直系亲属所拥有、受其控制或主动受其影响。供应商并未雇用目前系WeWork员工、管理人员、董事、顾问或服务提供商或其直系亲属的任何人。供应商不会向WeWork员工赠予礼物、提供招待、惠赠或服务。</p>
<p>22. General Conditions.</p>	<p>22、一般条款。</p>
<p>Vendor may not assign, delegate or subcontract (including by change of control or operation of law) its rights or obligations under this Agreement or any Order without the express prior written consent of WeWork, and any purported assignment or delegation in violation of this provision shall be null and void. No assignment or delegation shall relieve Vendor of any of its obligations hereunder, and WeWork's approval of any delegatee or subcontractor shall not relieve Vendor of its obligations under this Agreement, and Vendor shall remain fully responsible for the performance of each such delegatee and subcontractor and their employees and for their compliance with all of the terms and conditions of this Agreement as if they were Vendor's own employees. Nothing contained in this Agreement shall create any contractual relationship between WeWork and any Vendor delegatee, subcontractor or supplier. WeWork may at any time assign or transfer any or all of its rights or obligations under this Agreement without Vendor's prior written consent to any affiliate or to any person acquiring all or substantially all of WeWork's assets. This Agreement and any Order shall inure to the benefit of and be binding upon the parties hereto and to their respective</p>	<p>未经 WeWork 事先明确书面同意，供应商不得转让、转授或分包（包括通过控制权变更或依照法律要求）其于本协议或任何订单项下的权利或义务。任何试图违反本条规定进行的转让或转授均属无效。任何转让或转授均不免除供应商于本协议项下的义务，WeWork 对任何受托人或分包商的批准亦不免除供应商于本协议项下的义务。对于供应商各受托人和分包商及其员工的履约行为，供应商应负全责。供应商还应负责确保该等人士遵守本协议所有条款和条件，如同其系供应商员工一样。本协议任何内容均未在 WeWork 和供应商之任何受托人、分包商或供货商之间创设任何合约关系。WeWork 可随时不经供应商事先书面同意将其于本协议项下任何或所有权利或义务转让或让与予任何关联方或收购 WeWork 全部或实质全部资产的任何方。本协议与任何订单应符合双方及其各自的继受方与受让方的利益，并对其具有约束力。一方仅可以书面形式豁免本协议或任何订单任何条款。双方同意，一方放弃追究违反本协议或任何订单任何</p>

successors and assigns. No provisions of this Agreement or any Order may be waived by any party except in writing. The parties hereto agree that the waiver by any party of a breach of any provision of this Agreement or any Order shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition of this Agreement or any Order. If any provision or application of this Agreement shall be held invalid or unenforceable, the remaining provisions and applications of this Agreement shall not be affected, but rather shall remain valid and enforceable. Those obligations or responsibilities contained in this Agreement that are continuing in nature shall survive the expiration or termination of this Agreement. This Agreement, together with any Order (and any confidentiality agreement referenced in Section 13), constitutes the complete, final, and exclusive statement of the terms of the agreement between the parties relating to the subject matter of this Agreement, any confidentiality agreement referenced in Section 13, and any Goods and/or Services described in the applicable Order and supersedes any and all other prior and contemporaneous negotiations and understandings between them relating to the subject matter of this Agreement, any confidentiality agreement referenced in Section 13, and the Goods and/or Services described in such Order, and shall not be modified or interpreted by reference to any prior course of dealing, usage of trade or course of performance. This Agreement, including any Order and any confidentiality agreement referenced in Section 13, shall prevail over any of Vendor's general terms and conditions of sale (regardless of whether or when Vendor has submitted its sales confirmation or such general terms and conditions), expressly limits Vendor's acceptance to the terms of this Agreement, and may not be varied, modified, altered, or amended except in writing signed by the parties. The terms and conditions of this Agreement shall prevail over any conflicting terms and conditions of any acknowledgment or other document submitted by Vendor, except that this Agreement will not supersede any written agreement, including, without limitation, any Order, that is signed by both parties and covers the same subject matter as this Agreement and its related Orders. Any additional or different terms in Vendor's documentation are hereby deemed to be material alterations and notice of objection to and rejection of such terms if hereby given.

条款的责任，不视为或解释为放弃追究后续违反该条款以及本协议或任何订单项下任何其他条款或条件的责任。若本协议任何条款被认定为无效或不可强制执行，本协议其余条款及其适用性不受影响，应继续有效并可强制执行。本协议期满或终止后，本协议项下据其性质应继续有效的义务或责任应继续有效。本协议、任何订单以及第 13 条项下引述的任何保密协议，构成双方就本协议主题事宜、第 13 条项下引述的任何保密协议以及适用订单中描述的任何商品和/或服务所达成之条款的完整、最终且唯一且排他的说明，并取代双方先前或同时就本协议主题事宜、第 13 条项下引述的任何保密协议以及该等订单中描述的任何商品和/或服务所达成的任何与所有磋商与谅解，且不得根据先前的任何交易过程、交易惯例或履约习惯予以修订或解释。本协议（包括任何订单与第 13 条项下引述的任何保密协议）的效力优先于供应商的通用销售条款和条件（无论供应商是否/何时提交销售确认书或该等通用条款和条件），供应商的承诺明确限于本协议条款。本协议仅可由双方通过书面形式予以变更、修改、改动或修订。本协议条款和条件如与供应商提交的任何确认函或其他文件的条款和条件有冲突，应以本协议为准，但本协议不取代双方签署的、涵盖本协议及相关订单相同主题事宜的任何书面协议（包括但不限于任何订单）。供应商文档中的任何额外或不同条款，应被视为对本协议条款的实质变更以及供应商反对/拒绝本协议该等条款的通知。