# SIEMENS HEALTHINEERS TERMS AND CONDITIONS OF PURCHASE

# 西门子医疗采购条款及条件

Version 03/11/2026

## 1. DEFINITIONS

1.1. "SIEMENS HEALTHINEERS" shall mean the Siemens Healthineers legal entity entering into the CONTRACT with and/or issuing the PURCHASE ORDER to the SUPPLIER.

1.2. "SUPPLIER" shall mean the person, firm or company who enters into the CONTRACT with SIEMENS HEALTHINEERS or to whom the PURCHASE ORDER is issued by SIEMENS HEALTHINEERS.

1.3. "PARTY" refers to either one of SIEMENS HEALTHINEERS and SUPPLIER, and "PARTIES" refers to both of them.

1.4. The word "GOODS" includes all goods and the word "SERVICES" includes all services and/or performance of works, covered by the CONTRACT and/or the PURCHASE ORDER. The word "WORK" shall include all GOODS and all SERVICES.

1.5. "PURCHASE ORDER" shall mean the purchase order issued by SIEMENS HEALTHINEERS to the SUPPLIER, to which these terms and conditions shall apply.

1.6. "CONTRACT" shall mean the contract between SIEMENS HEALTHINEERS and the SUPPLIER consisting of the main contract and/or the PURCHASE ORDER (as the case may be), these terms and conditions and any other documents (or parts thereof) specified in the CONTRACT.

1.7. "SOFTWARE" shall mean the software and firmware items which are comprised or included in or related to the GOODS and/or SERVICES.

1.8. "DOCUMENTS" shall mean all documents required in the CONTRACT which are necessary for the completion of the WORK and should be provided by the SUPPLIER, including but not limited to the drawings, specifications, standards, testing records, manuals, handbooks, etc.

1.9. "DELIVERABLES" shall mean the tangible results of the SERVICES provided by the SUPPLIER to SIEMENS HEALTHINEERS under the CONTRACT.

1.10. "Artificial Intelligence (AI)" means any software that can, for a given set of human-defined objectives, generate outputs such as content, predictions, recommendations, or decisions, including without limitation generative AI, algorithm recommendation systems, large language models (LLMs), machine learning models, and other artificial intelligence technologies.

For activities conducted within the People's Republic of China, this definition shall include, without limitation, generative artificial intelligence, algorithm recommendation technologies, deep synthesis technologies, and any other artificial intelligence-related technologies or services regulated by applicable laws, regulations, rules, or regulatory requirements. For the purposes of this definition, "generative artificial intelligence" means models and related technologies capable of generating text, images, audio, video, or other forms of content.

## 1. 定义

1.1. "西门子医疗"指和供应商签署合同和/或向供应商发出采购订单的西门子医疗法人实体。

1.2. "供应商"指与西门子医疗签署合同和/或西门子医疗向之发出采购订单的个人、企业或公司。

1.3. "一方"指西门子医疗和供应商其中之一，而"双方"指西门子医疗和供应商两者。

1.4. "货物"一词包括合同和/或采购订单所涉及的所有货物；"服务"一词包括合同和/或采购订单所涉及的所有服务和/或工作的履行。"工作"一词包括所有的货物和服务。

1.5. "采购订单"指应适用本条款及条件的、西门子医疗向供应商发出的采购订单。

1.6. "合同"指西门子医疗和供应商之间的合同，由合同正文和/或采购订单（视具体情况而定）、本条款及条件、以及在合同中明确的任何其它文件（或其某些部分）构成。

1.7. "软件"指构成货物和/或服务的组成部分的、或货物和/或服务所包含的、或与货物和/或服务相关的软件和固件。

1.8. "文件"指合同中列明的、完成工作所需且应由供应商提供的所有文件，包括但不限于图纸、规格、标准、测试记录、手册、指南等。

1.9. "可交付成果"指供应商在合同项下向西门子医疗交付的有形的服务成果。

1.10. "人工智能"指能够根据人类设定的一系列目标，生成内容、预测、建议或决策等输出的任何软件，包括但不限于生成式人工智能、算法推荐系统、大型语言模型（LLMs）、机器学习模型及其他人工智能技术。

就中国境内相关活动而言，本定义涵盖中国的适用法律、法规、部门规章、规范性文件或监管要求所规制的生成式人工智能、算法推荐、深度合成以及其他人工智能相关技术和服务。本定义所称生成式人工智能，是指具有文本、图片、音频、视频等内容生成能力的模型及相关技术。

## 2. ACCEPTANCE OF CONTRACT

2.1. By confirming acceptance of the CONTRACT, and/or performing the CONTRACT, the SUPPLIER agrees to comply fully with these terms and conditions. The CONTRACT sets forth the entire agreement of the PARTIES with respect to the subject matter hereof and expressly limits acceptance to the terms and conditions stated herein. Any terms and conditions proposed by the SUPPLIER inconsistent with or in addition to these terms and conditions are void unless otherwise agreed to in writing by SIEMENS HEALTHINEERS.

## 2. 合同的接受

2.1. 通过确认接受合同和/或实际履行合同，供应商同意完全遵守本条款及条件。合同构成双方就合同主题事项的全部协议，并且明确限定双方仅接受在此所列明的条款及条件。除非经西门子医疗另行书面同意，否则供应商提议的与本条款及条件不一致或在此之外的任何条款和条件均无效。

2.2. Acceptance by SIEMENS HEALTHINEERS of the GOODS, SERVICES or WORK delivered under the CONTRACT shall not constitute agreement to the SUPPLIER's terms and conditions. The SUPPLIER may not ship under reservation.

2.3. Further, the SUPPLIER acknowledges that SIEMENS HEALTHINEERS enters into the CONTRACT with the SUPPLIER based upon the following undertakings: the SUPPLIER will continuously improve its productivity and ensure that its productivity gain will compensate wage increases; in no event shall the SUPPLIER pass any labor cost increases to SIEMENS HEALTHINEERS, by way of higher goods and/or service prices or lower service level etc.

## 3. DELIVERY

3.1. Delivery involving GOODS only shall be considered performed (a) where Incoterms apply, when the SUPPLIER fulfills its obligation to deliver pursuant to the chosen Incoterms rule under the CONTRACT; or (b) otherwise when GOODS have arrived at the point of destination specified by SIEMENS HEALTHINEERS. Further, (where applicable) unless otherwise specified in the CONTRACT, delivery of GOODS is to be made "Delivered Duty Paid" (Incoterms 2020), but payment shall be made in accordance with Clause 12 herein.

3.2. Delivery involving SERVICES shall be considered performed on the date of an acceptance test satisfactory to SIEMENS HEALTHINEERS.

3.3. The SUPPLIER agrees to advise SIEMENS HEALTHINEERS, as soon as practicable, of any delay in meeting the CONTRACT delivery schedules and the reason therefor.

3.4. If the SUPPLIER fails to deliver the GOODS or commence the SERVICES or complete the WORK on the agreed dates (force majeure delays excluded), the SUPPLIER will be liable for damages SIEMENS HEALTHINEERS incurs; and in that event, SIEMENS HEALTHINEERS may, at its sole discretion, either accept a revised delivery schedule, or terminate the CONTRACT for default. Unless otherwise stated in the CONTRACT, the SUPPLIER agrees to pay to SIEMENS HEALTHINEERS liquidated damages in the amount of one percent (1%) of the total value of the CONTRACT per week in the event of late delivery. Acceptance of late deliveries not in strict conformance with the delivery schedule shall not constitute a waiver of liquidated damages by SIEMENS HEALTHINEERS.

## 4. DELIVERY PLAN

4.1. If the delivery time of the GOODS is more than six (6) months the SUPPLIER should provide a detailed production schedule. This schedule shall include all major production steps, like design work, purchasing and the major steps in manufacturing with the starting time, the ending and the duration of these steps. The delivery plan is to be provided for the first time four weeks after signature of the CONTRACT and then to be updated with the actual every two weeks thereafter.

4.2. If the SUPPLIER is not providing such delivery plan or fails to update, SIEMENS HEALTHINEERS is entitled to charge liquidated damages in the amount of one percent (1%) of the total value of the CONTRACT per week.

## 5. INSPECTION AND TESTING

5.1. For GOODS:

SIEMENS HEALTHINEERS reserves the right to perform quality inspection at any time during the manufacturing process as well as before the GOODS will be packed for shipping. Therefore the SUPPLIER shall inform SIEMENS HEALTHINEERS in writing about the date when the GOODS will be ready for inspection at least five (5) working days (for SUPPLIER located in Mainland China) or twenty (20) working days (for SUPPLIER located outside of Mainland China) prior to the start of the packing.

5.2. For SERVICE and/or WORK:

SIEMENS HEALTHINEERS shall have the right to examine, inspect, measure and test the SERVICE and/or WORK or its process at any

2.2. 西门子医疗接受在合同项下交付的货物、服务或工作不构成同意供应商的条款和条件。供应商不得以保留权利的方式发货。

2.3. 此外，供应商确认，西门子医疗与供应商达成合同是基于以下承诺：供应商将会不断提高其生产率并确保生产率的提高可以弥补工资的增长；在任何情况下，供应商都不会将劳动力成本的增加通过提高货物和/或服务的价格或降低服务水平等方式转嫁给西门子医疗。

## 3. 交付

3.1. 仅涉及货物的交付，应在（a）如适用 Incoterms，供应商按照合同所选的 Incoterms 规则完成交付义务时；或（b）在其他情况下，货物到达西门子医疗指定的目的地时，视为完成。此外，（如适用） 除非合同另有规定，货物交付应根据 2020 年 Incoterms 所规定的完税后交付（"DDP"）进行，但付款应依据本条款及条件的第 12 条进行。

3.2. 涉及服务的交付，应在西门子医疗验收测试满意之日视为完成。

3.3. 供应商同意在可行的最短时间内就合同交付时间的延迟及其原因通知西门子医疗。

3.4. 若供应商未能于约定的日期交付货物或开始提供服务或完成工作（不可抗力的延迟除外），供应商将负责赔偿西门子医疗因此遭受的损失；并且在该等情况下，西门子医疗可以自行决定接受修改的交付时间表，或者因违约终止合同。除非合同另有规定，供应商同意在延迟交付的情况下，以每周合同总价百分之一（1%）的金额向西门子医疗支付违约金。接受没有严格遵守交付时间表的延迟交付不构成西门子医疗对违约金的放弃。

## 4. 交付计划

4.1. 如果货物的交付时间超过六（6）个月，供应商应提供详细的生产时间表。这一时间表应包括所有的主要生产步骤，例如设计工作、采购和主要制造步骤的起始、结束和持续时间。交付计划第一次提交应在合同签订后四周内，然后每两周根据实际情况更新。

4.2. 如果供应商不提交该交付计划或没有更新，西门子医疗有权以每周合同总价的百分之一（1%）的金额要求违约金。

## 5. 检验和测试

5.1. 就货物而言：

西门子医疗保留在制造过程中以及货物进行运输包装前的任何时候进行质量检验的权利。因此供应商应在包装开始前的至少五（5）个工作日（如为中国大陆地区的供应商）或二十（20）个工作日（如为中国大陆地区以外的供应商）书面通知西门子医疗货物已备妥待验的日期。

5.2. 就服务和/或工作而言：

time and to check the progress. The SUPPLIER shall provide convenience and provide full support.

If SIEMENS HEALTHINEERS decides to perform the final inspection the SUPPLIER shall make sure that SIEMENS HEALTHINEERS or SIEMENS HEALTHINEERS authorized personnel will have the full access to the site of the SERVICE and/or WORK free of charge and will provide all necessary measuring and testing equipment to double check the conformity of the SERVICE and/or WORK with the requirements of the CONTRACT according to product specification, relevant industrial standard, national regulation and SIEMENS HEALTHINEERS' requirements.

西门子医疗有权随时对服务和/或工作或其流程进行检查、检验、测量和测试，或对工作进度进行考察。供应商应对此完全支持并提供方便。

如果西门子医疗决定进行最终验收，供应商应确保西门子医疗或西门子医疗授权的人员能够免费不受限制地进入服务和/或工作的场地，并提供所有必需的测量和检测设备，根据产品规格、相关行业标准、国家法规和西门子医疗的要求再次检查服务和/或工作是否符合合同的要求。

## 6. PROOF OF DELIVERY

6.1. Latest together with the invoice the SUPPLIER has to provide a proof of delivery in the following manner:

(1) For GOODS: provision of a signed delivery note;

(2) For SERVICE and/or WORK: provision of a copy of the final acceptance certificate signed by SIEMENS HEALTHINEERS after the successful testing of the SERVICE and/or WORK;

(3) For GOODS in e-Catalogue: mailing of invoice together with proof of delivery to Siemens Healthineers Invoice Hub.

## 6. 交付证明

6.1. 最晚在提供发票的同时，供应商应按照以下方式提供交付证明：

(1) 就货物而言：提供签署的交货凭证；

(2) 就服务和/或工作而言：服务和/或工作成功通过验收后，提供西门子医疗签署的最终验收证书的复印件；

(3) 就电子目录中的货物：发票和交货证明一同邮寄到西门子医疗发票中心。

## 7. INCORRECT DELIVERY

7.1. All GOODS must be delivered at the delivery point specified in the CONTRACT. If GOODS are incorrectly delivered, the SUPPLIER will be held responsible for any additional expense incurred in delivering them to their correct location.

7.2. SERVICES shall be carried out at the location specified in the CONTRACT. Whilst on SIEMENS HEALTHINEERS premises, the SUPPLIER's personnel, agents and subcontractors shall at all times conduct themselves in full compliance with SIEMENS HEALTHINEERS site's safety and security regulations and shall immediately report to SIEMENS HEALTHINEERS any accidents in which they are involved.

## 7. 错误交付

7.1. 所有货物必须在合同中确定的交付地点交付。如果错误地交付货物，供应商应就将之交付至正确地点所产生的额外费用负责。

7.2. 供应商应在合同中确定的地点提供服务。在西门子医疗的场所提供服务时，供应商的人员、代理及分包商在任何时间均应完全遵守西门子医疗场所的安全保卫规章，并应立即向西门子医疗报告其涉入的任何事故。

## 8. PASSING OF TITLE AND RISK TO SIEMENS HEALTHINEERS

8.1. The title and risk in the GOODS shall remain in the SUPPLIER until they are delivered at the point specified in the CONTRACT and transferred to SIEMENS HEALTHINEERS' possession, at which time title and risk in the GOODS shall be transferred to SIEMENS HEALTHINEERS.

8.2. The risk of SERVICES including installation or erection services shall be transferred to SIEMENS HEALTHINEERS at the time SERVICES successfully passed the acceptance test.

## 8. 向西门子医疗转移所有权和风险

8.1. 在于合同中确定的地点交付货物并向西门子医疗转移占有之前，供应商保留货物的所有权并承担风险。在交付货物并转移占有时，货物的所有权和风险转移给西门子医疗。

8.2. 服务（包括安装或装配服务在内）的风险，应在服务成功地通过验收测试时转移给西门子医疗。

## 9. TRANSPORTATION, PACKING AND PACKAGING

9.1. SUPPLIER shall solely be responsible for the transportation, packing and packaging of the GOODS. The GOODS shall be packed with protective measures, such that packing shall be suitable for long-distance transportation, in accordance with applicable law and well-protected against any kind of influence such as corrosion, dampness, moisture, freezing, shock, rust so as to ensure that the GOODS will safely arrive at the site without any damage. No additional charges for packing and packaging will be allowed unless specifically agreed in writing. SUPPLIER shall be liable for any corrosion, damage and/or loss caused by inadequate or improper packing. The SUPPLIER shall label each package with the corresponding contract number. The SUPPLIER shall prepare an itemized packing list bearing the contract number, description of items, part number, and quantity shipped for each package. One copy of the packing list shall be placed in the shipping container and one copy shall accompany the SUPPLIER's invoice. No values are allowed to be shown on the packing list.

9.2. Unless otherwise agreed in the CONTRACT, the transportation cost shall be borne by the SUPPLIER. In case that SIEMENS HEALTHINEERS is responsible for the transportation costs, the costs shall be prepaid and separately invoiced to SIEMENS

## 9. 运输、装箱和包装

9.1. 供应商应单独负责货物的运输、装箱和包装。货物应用保护措施进行包装，其中包装应适合远程运输，符合适用法律，并善加保护，能防范诸如腐蚀、受潮、受湿、冷冻、震动、锈蚀等各种影响，以保证货物安全运抵现场，不出现任何损坏。除非有明确的书面同意，装箱和包装不允许增加任何费用。供应商应对包装不足或不妥造成的锈蚀、损坏和/或损失承担责任。供应商应在包装上标注相应的合同号。供应商应准备载有合同号、细节描述、零件号和每包运输的数量的详细装箱单。装箱单的一份副本应置于海运集装箱中，另一份副本随同供应商的发票。装箱单上不允许显示价值。

9.2. 除非合同中另有约定，运输费用应由供应商承担。在西门子医疗承担运输费用的情况下，该费用应预付并且就此向西门子医疗开具单独的发票。除非经西门子医疗授权，否则不允

HEALTHINEERS. No insurance or premium transportation costs will be allowed unless authorized by SIEMENS HEALTHINEERS. Risk of loss, regardless of cause, is the SUPPLIER's responsibility until the GOODS are delivered. If the SUPPLIER is delinquent in delivery, SIEMENS HEALTHINEERS may require shipment by the fastest means available, and any premium transportation charges therefor shall be the SUPPLIER's responsibility.

许投保或附加额外运输费用。在货物交付之前，供应商承担因任何原因而灭失的风险。若供应商延迟交付，西门子医疗可要求以可用的最快方式发运，供应商应承担因此产生的额外运输费用。

9.3. (applicable to SUPPLIER located outside of Mainland China) In case wood packaging material is used for transportation the used lumber has to be certified according to the guidelines for regulating wood packaging material in international trade (ISPM no. 15) of the International Plant Protection Convention.

9.3. （适用于中国大陆地区以外的供应商）运输过程中如果有产品的包装为木质包装，那么所使用的木材必须要通过国际植物保护协会（IPPC）所颁布的关于国际贸易中木质包装材料规范（ISPM No.15）的认证。

## 10. QUALITY

## 10. 质量

10.1. For GOODS: All GOODS supplied shall conform to the standards and specifications described in the CONTRACT. The GOODS supplied shall also meet the national and/or industry standards of the PRC if such standards exist. If there is a conflict between the standards and specification described in the CONTRACT and the national and/or industry standards of the PRC the SUPPLIER has to contact SIEMENS HEALTHINEERS in writing requiring a clarification of the applicable standards for this particular CONTRACT. SIEMENS HEALTHINEERS has to confirm in writing which standard shall apply.

10.1. 就货物而言：供应商提供的所有货物应符合合同所述的标准和规格。提供的货物亦应符合中国国家和/或行业标准，如果存在该等标准。如果合同所述的标准和规格与中国国家和/或行业标准存在冲突，供应商应书面联系西门子医疗要求澄清该特定合同的适用标准。西门子医疗应以书面形式确认适用何种标准。

10.2. For SERVICES: The SUPPLIER shall perform its SERVICES with care, skill, and diligence, up to the professional standards recognized by such profession, and shall be responsible for the professional quality, accuracy, completeness, and coordination of all the SERVICES and all the DELIVERABLES and other items furnished under the CONTRACT.

10.2. 就服务而言：供应商应以符合行业公认的专业标准的专注、技能和勤勉提供其服务，并对合同项下提供的所有服务和所有可交付成果及其他项目的专业质量、准确性、完整性和统一性负责。

## 11. INVOICES

## 11. 发票

11.1. Invoices shall indicate the SIEMENS HEALTHINEERS address, order reference, the shipping location, the numbers of every single item, their description and price, invoice date, payment terms. If the invoice is issued as a down payment invoice, a partial delivery invoice or a final invoice it has to be marked as such. In case of the final invoice a reference to the previous invoices and their value should be indicated. The term of payment of the invoices shall not run until this information is complete. Copies of invoices shall be marked as such.

11.1. 发票应标明西门子医疗的地址、订单序号、装运地点、每一单项货物的数量、它们的描述和价格、发票日期、支付条款。如果发票是预付款发票、部分交付发票或最终发票，应如此标注。如果是最终发票，应提及先前的发票和它们的价值。如果这些资料不完整，则发票项下款项不应支付。发票副本亦应按上述方式标注。

11.2. If the SUPPLIER is a non-SIEMENS HEALTHINEERS affiliated entity registered within Mainland China, the SUPPLIER shall deliver the invoice separately based on the following different types of invoices:

(1) E-Invoices: please submit the e-invoice on "Supplier Collaboration Platform" (link: https://supportal.siemens.com.cn/#/login);

(2) Paper Invoices: please send the invoice to the following address:

Siemens Ltd., China

GBS AP Invoice Hub

3rd Floor, No.299 Tian Ning Road,

Shanghai, P.R.China

Post Code: 200245

Tel: 4006476777-2-1

11.2. 如果供应商为注册地址在中国大陆地区境内的非西门子医疗关联企业，按以下不同发票类型分别送达发票：

(1) 电子发票：请在"Supplier Collaboration Platform"平台上提交（链接：https://supportal.siemens.com.cn/#/login）；

(2) 纸质发票：请将发票寄至以下地址：

西门子（中国）有限公司

GBS P2P CN 财务部 - 发票中心

上海市闵行区天宁路 299 号西门子高压行政大楼 3 楼

邮编：200245

电话：4006476777-2-1

11.3. If the SUPPLIER is a non-SIEMENS HEALTHINEERS affiliated entity registered outside Mainland China, please send the invoice to siemens GBS P2P CN E-mail address: gss.nea.overseas.invoice.box.slc@siemens.com.

11.3. 如果供应商为注册地址在中国大陆地区境外的非西门子医疗关联企业，请将发票发送至西门子 GBS P2P CN 电子邮箱:

gss.nea.overseas.invoice.box.slc@siemens.com。

## 12. TERM OF PAYMENT

## 12. 付款条件

12.1. Unless otherwise stated in the CONTRACT and subject to Clause 12.2 hereunder, payment will be made at the end of the calendar month falling ninety (90) days from the date of the receipt of the invoice by SIEMENS HEALTHINEERS provided SIEMENS HEALTHINEERS receives the SUPPLIER's correct and valid

12.1. 除非在合同中另有规定，并受限于以下第 12.2 条，在收到供应商正确、有效地标明上述第 11.1 条要求的完整信息的发票且供应商已经正确地交付了货物或适当履行了服务并且已为

invoice indicating the complete information set forth in Clause 11.1 above, and provided the GOODS have been correctly delivered or the SERVICES have been properly performed and SIEMENS HEALTHINEERS has accepted them.

西门子医疗所接受后，西门子医疗应在收到发票之日起的九十（90）天所在的日历月的月底付款。

12.2. If the GOODS are not correctly delivered or SIEMENS HEALTHINEERS has not accepted the SERVICES, the invoice shall be paid at the end of the calendar month falling ninety (90) days following the date when the discrepancy is corrected to SIEMENS HEALTHINEERS' satisfaction.

12.2. 如果供应商未能正确地交付货物或者西门子医疗未接受服务，西门子医疗自供应商改正错误达到西门子医疗满意之日起九十（90）天后所在的日历月的月底付款。

12.3. Unless otherwise stated in the CONTRACT, the price confirmed by the SUPPLIER shall be inclusive of taxes. In case there is tax rate adjustment from Tax Authority during the execution of signed / valid Purchase Order and Purchase Agreement, both parties agree net price (exclusive of VAT) shall remain unchanged, and the new tax rate shall be applied upon official effective date. Siemens Healthineers reserves the rights to reject Invoice/Fapiao or payment at wrong tax rate, unless with written agreement in advance.

12.3. 除非合同另有规定，否则供应商确认的价格为含税价格。当在有效的采购订单或者采购合同执行期间，遇到税务机关调整税率，现有价格中的净价部分（不含增值税）应保持不变，双方必须在税率生效当日起采用新税率。除非双方另有书面协议，西门子医疗有权拒收错误税率的发票或拒绝按错误税率付款。

12.4. SIEMENS HEALTHINEERS may, based on the payment nature and upon its discretion, make payments under the CONTRACT through Siemens Healthineers Financial Services Ltd. on behalf of it.

12.4. 西门子医疗可基于付款类型行使自由裁量权，选择通过西门子医疗财务服务有限责任公司代表其作出合同下的付款。

12.5. Payment does not constitute an acknowledgement that the corresponding GOODS, Services or WORK were provided in accordance with the CONTRACT.

12.5. 付款并不构成对相应货物、服务或工作已按合同规定提供的确认。

## 13. RIGHT TO REJECT

## 13. 拒收权

SIEMENS HEALTHINEERS shall have the right, without prejudice to any other right which SIEMENS HEALTHINEERS may have against the SUPPLIER, to reject the SUPPLIER's supplies of GOODS or SERVICES within a reasonable time of their delivery or completion and to terminate the CONTRACT if they are not in conformity with the CONTRACT or the terms and conditions of the CONTRACT. The making of payment shall not prejudice SIEMENS HEALTHINEERS' right of rejection.

在不影响西门子医疗可以向供应商主张的任何其它权利的情况下，如果供应商提供的货物或服务不符合合同或合同的条款和条件，西门子医疗有权在其交付或完成后的合理时间内拒收供应商提供的货物或服务并且终止合同。付款不影响西门子医疗拒收的权利。

## 14. CCC NATIONAL COMPULSORY MARKS

## 14. CCC 国家强制性标志

Should the WORK or any part thereof be subject to the CCC mark (China Compulsory Certification mark), the SUPPLIER shall warrant that the WORK or any part thereof shall have gone through the certification procedures with the competent certification organs and CCC (or CCIB) mark shall be labeled on the WORK or any part thereof.

如果工作或其任何部分需要 CCC 标志（中国强制认证标志），则供应商应该保证工作或其任何部分已经通过有关认证机构的认证手续，且工作或其任何部分应载有 CCC（或 CCIB）标志。

## 15. TOOLS, PATTERNS, SAMPLES

## 15. 工具、模型、样品等

Tools, patterns, samples, models, sections, drawings, standards, forms, documents and gauges, etc., provided by SIEMENS HEALTHINEERS, as well as items made with or to them, shall remain the property of SIEMENS HEALTHINEERS and shall not without SIEMENS HEALTHINEERS's written approval be passed on to any third party and not used for purposes other than those specified in the CONTRACT. They shall be safeguarded against unauthorized inspection or use.

西门子医疗提供的工具、图形、样品、模型、节段、图样、标准、格式、文件和标准尺寸等，以及依据这些制成的物品，应是西门子医疗的财产，在未经西门子医疗书面同意的情况下，不得被给与任何第三方和用于合同规定以外的目的。它们应得到保护，免于未经授权的检查和利用。

## 16. CHANGES

## 16. 变更

The SUPPLIER shall not alter or vary the GOODS or SERVICES, except as directed in writing by SIEMENS HEALTHINEERS. SIEMENS HEALTHINEERS shall have the right at any time during the execution of the CONTRACT, by notice in writing, to direct the SUPPLIER to make changes in the following: (a) specifications, drawings, data incorporated in the CONTRACT; (b) methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of the CONTRACT, with the consent of SIEMENS HEALTHINEERS, an equitable adjustment may be made in the purchase price or delivery schedule, or both. If the PARTIES cannot agree to such price or time adjustment within ten (10) working days (or such other time as may be then agreeable to both PARTIES), of SUPPLIER's receipt of SIEMENS HEALTHINEERS' request for a change, SIEMENS HEALTHINEERS may terminate the CONTRACT upon five (5) working days prior notice to the SUPPLIER.

除非经西门子医疗书面指示，供应商不得修改或改变货物或服务。西门子医疗有权在履行合同过程中的任何时间通过书面通知指示供应商在下述方面进行变更：（a）合同包含的规格、图纸和数据；（b）运输或包装的方法；（c）交付地点；以及（d）交付时间。如果任何该等变更引起合同的成本或履行合同所需时间的增加或减少，经西门子医疗同意，可对采购价格或交付时间或二者进行公平的调整。如果在供应商收到西门子医疗要求进行变更后十（10）个工作日内（或双方可以同意的其它时间内）双方不能就该等价格或时间的调整达成协议，西门子医疗可以通过提前五（5）个工作日向供应商发出事先通知而终止合同。

## 17. SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS

17.1. If the GOODS and/or SERVICES include SOFTWARE, the SUPPLIER agrees and acknowledges that SIEMENS HEALTHINEERS may be on-selling the same to its customers or end users and warrants that it has good title to license the SOFTWARE.

17.2. The SUPPLIER grants to SIEMENS HEALTHINEERS a perpetual, worldwide, non-exclusive, no-charge, royalty-free, transferable, irrevocable license:

(1) to use and allow others to use the SOFTWARE;

(2) to sublicense the right of use under (1) above to any related corporations, other distributors and end users;

(3) to grant a license to related corporations, and other distributors to sublicense the right of use to end users in accordance with (1) above;

(4) to copy the SOFTWARE for installation in hardware or to have such copied by related corporations or other distributors;

(5) to market and resell the SOFTWARE and any accompanying hardware either alone or as part of package; and

(6) to reproduce and distribute copies of the SOFTWARE in any medium, with or without modification.

17.3. The intellectual property in all commissioned SERVICES shall belong to SIEMENS HEALTHINEERS unless otherwise agreed by the PARTIES. The SUPPLIER agrees to carry out all formalities to legally vest ownership of intellectual property rights in SIEMENS HEALTHINEERS at SIEMENS HEALTHINEERS' request. If by operation of law, any of the intellectual property rights is not owned in its entirety by SIEMENS HEALTHINEERS automatically upon creation thereof, then the SUPPLIER agrees to assign, and hereby assigns, to SIEMENS HEALTHINEERS and its designees the ownership of the intellectual property rights.

17.4. The SUPPLIER may include in SERVICES and/or DELIVERABLES pre-existing work or materials only if either they are provided by SIEMENS HEALTHINEERS or if they are owned or licensable without restriction by the SUPPLIER. To the extent that pre-existing work or materials owned or licensed by the SUPPLIER are included in SERVICES and/or DELIVERABLES, the SUPPLIER shall identify any such work or materials prior to commencement of SERVICES involving such work or materials. The SUPPLIER hereby grants to SIEMENS HEALTHINEERS (as an exception to the transfer and assignment provided in Clause 17.3 above) an irrevocable, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, and distribute (internally and externally) copies of, and prepare derivative works based upon, such work and materials, and the right to authorize others to do any of the foregoing.

17.5. The SUPPLIER will fully indemnify SIEMENS HEALTHINEERS against any claim for infringement of intellectual property rights in connection with any GOODS or SERVICES supplied by the SUPPLIER to SIEMENS HEALTHINEERS and against any and all costs, expenses and damages which SIEMENS HEALTHINEERS may incur or become liable for such infringement. SIEMENS HEALTHINEERS shall give to the SUPPLIER prompt notice in writing of any claim being made or action threatened or brought against SIEMENS HEALTHINEERS and will permit the SUPPLIER, at the SUPPLIER's own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

17.6. If and when an infringement of an intellectual property right of any third party is claimed relating to any GOODS or SERVICES, or if such claim is to be expected, upon prior written approval of SIEMENS HEALTHINEERS, the SUPPLIER shall at its own expense either acquire a license to use the GOODS or SERVICES, or modify the GOODS or SERVICES so as not to infringe the intellectual property right, or replace the allegedly infringing GOODS or SERVICES.

17.7. Clauses 17.7 through 17.11 apply to any AI included in, integrated into or made available as part of the SOFTWARE, DELIVERABLES

## 17. 软件和知识产权

17.1. 如果货物和/或服务包含软件，供应商同意并声明西门子医疗可以原样再销售给其客户或者最终用户。供应商保证拥有许可该软件的完整权利。

17.2. 供应商授予西门子医疗永久的、世界范围的、非独占的、无费用的、免许可费的、可转让的以及不可撤销的许可：

(1) 使用及允许他人使用该软件；

(2) 将上述（1）中的使用权分许可给任何相关公司、其它经销商和最终用户；

(3) 授权相关公司和其它经销商向最终用户分许可上述（1）中的使用权；

(4) 为在硬件中安装而拷贝该软件或者由相关公司或其它经销商拷贝该软件；

(5) 单独或者作为打包的一部分销售或者转售该软件以及附随的硬件；和

(6) 通过任何媒介复制以及分销经修改或未经修改的软件拷贝。

17.3. 除非双方另有约定， 所有委托服务中的知识产权，归西门子医疗所有。供应商同意应西门子医疗要求履行一切手续以使西门子医疗合法地拥有知识产权的所有权。如果由于法律规定，任何知识产权在其产生之时并非自动由西门子医疗全部拥有，供应商同意向西门子医疗及其指定的人转让该知识产权的所有权。

17.4. 供应商可以在服务和/或可交付成果中包含之前已存在的工作成果或材料，但必须是由西门子医疗提供的，或该工作成果或材料是由供应商拥有的或可由供应商不受限制地许可的。如果在服务和/或可交付成果中包含供应商拥有的或可许可使用的之前已存在的工作成果或材料，供应商应在开始涉及该工作成果或材料的服务前对这些工作成果或材料予以说明。供应商在此授予西门子医疗（作为以上第 17.3 条规定的转移和转让的例外）不可撤销的、非独占的、世界范围内的、免收特许使用费的权利以及许可，以使用、实施、复制、展示、运行该工作成果或材料和分销（对内或对外）该工作成果或材料的副本、基于该工作成果或材料制作衍生产品，以及许可他人进行任何上述行为的权利。

17.5. 对于与供应商向西门子医疗提供的货物或服务有关的知识产权侵权索赔，供应商应当充分补偿西门子医疗，并充分赔偿西门子医疗因为该侵权可能遭受或有义务赔偿的任何和所有开支、费用和损失。西门子医疗应当及时书面通知供应商任何向西门子医疗提出的索赔和已经采取或威胁采取的行动，并将允许供应商自行承担费用进行任何因此发生的诉讼以及为和解索赔而进行的所有协商。

17.6. 如果或当任何货物或服务遭到了侵犯第三方知识产权的索赔或预料会遭到索赔，则在取得西门子医疗事先书面同意后，供应商应自行承担费用取得使用货物或服务的许可，或者修改货物或服务使之不侵犯知识产权，或者更换被声称侵权的货物或服务。

17.7. 第 17.7 至第 17.11 条适用于供应商在合同项下提供的软件、可交付成果或服务中包含、集成或作为其组成部分提供的任

or SERVICES provided by the SUPPLIER under the CONTRACT. The SUPPLIER represents, warrants and guarantees that such SOFTWARE, DELIVERABLES or SERVICES only include AI that:

(1) has been previously approved in writing by SIEMENS HEALTHINEERS and is listed in the release documentation for the relevant SOFTWARE, DELIVERABLES or SERVICES (if any);
(2) complies with all relevant laws and regulations, including the Provisional Measures for the Administration of Generative Artificial Intelligence Services and similar legislation, to the extent applicable; and
(3) only produces output that, in and of itself, does not infringe any third-party rights or any laws or regulations.

If the SUPPLIER is in breach of this Clause 17.7, the SUPPLIER shall indemnify, defend and hold harmless SIEMENS HEALTHINEERS, its Affiliates, other distributors and end users from and against any damage, loss, costs and expenses suffered or incurred as a result of such breach.

何人工智能。供应商声明、保证并承诺，该等软件、可交付成果或服务仅包含符合以下条件的人工智能：

(1) 已事先获得西门子医疗的书面批准，并在相关软件、可交付成果或服务的发布文件（如有）中予以列明；
(2) 符合所有适用的法律法规，包括《生成式人工智能服务管理暂行办法》及类似立法（如适用）；并且
(3) 其生成的输出内容本身不侵犯任何第三方权利，亦不违反任何适用的法律法规。

如供应商违反本第17.7条规定，供应商应就西门子医疗、其关联公司、其他分销商及最终用户因该等违约遭受或发生的任何损害、损失、成本及费用，向其作出赔偿，为其进行抗辩并使其免受损害。

17.8. If the AI referred to in Clause 17.7 does not conform to the specifications set out in the CONTRACT or the requirements of Clause 17.7, including the requirements of the Provisional Measures for the Administration of Generative Artificial Intelligence Services to the extent applicable, the SUPPLIER shall take corrective action without undue delay. If the SUPPLIER fails to remedy such nonconformity within a reasonable period specified by SIEMENS HEALTHINEERS, SIEMENS HEALTHINEERS may take corrective measures, including a recall, at the SUPPLIER's expense, and the SUPPLIER shall fully support such measures.

If SIEMENS HEALTHINEERS has reason to believe that such AI does not conform to those specifications or requirements, the SUPPLIER shall provide evidence demonstrating conformity. If the SUPPLIER fails to provide such evidence within a reasonable period specified by SIEMENS HEALTHINEERS, the AI shall be deemed not to conform to the relevant specifications or requirements.

17.8. 如第 17.7 条所述人工智能不符合合同约定的规格要求或第17.7 条的要求，包括《生成式人工智能服务管理暂行办法》的要求（以适用者为限），供应商应及时采取纠正措施，不得无故拖延。如供应商未在西门子医疗指定的合理期限内纠正该等不符合情形，西门子医疗可采取包括召回在内的纠正措施，费用由供应商承担，且供应商应全力支持该等措施。

如西门子医疗有理由认为该等人工智能不符合上述规格或要求，供应商应提供证明其符合相关规格或要求的证据。如供应商未在西门子医疗指定的合理期限内提供该等证据，则该人工智能应被视为不符合相关规格或要求。

17.9. Upon request, the SUPPLIER shall provide SIEMENS HEALTHINEERS with any information required by SIEMENS HEALTHINEERS to fulfill its obligations under applicable laws in connection with the AI referred to in Clause 17.7, including the Provisional Measures for the Administration of Generative Artificial Intelligence Services to the extent applicable. Such information shall be provided in the form and format required by applicable laws or the competent authorities or, where no such requirements exist, in a form and format readily processable by SIEMENS HEALTHINEERS.

Such information shall include, in particular, explanations and documentation concerning the AI's underlying decision models, especially where those models relate to high-risk systems or sensitive decision-making processes.

17.9. 应西门子医疗要求，供应商应向西门子医疗提供其履行与第17.7 条所述人工智能有关的适用法律项下义务所需的任何信息，包括履行《生成式人工智能服务管理暂行办法》项下义务所需的信息（以适用者为限）。该等信息应按照适用法律或主管机关要求的形式和格式提供；如无该等要求，则应以便于西门子医疗处理的形式和格式提供。

该等信息尤其应包括有关人工智能底层决策模型的说明和文件，特别是在该等模型涉及高风险系统或敏感决策流程的情况下。

17.10. As between the SUPPLIER and SIEMENS HEALTHINEERS, any of its affiliates, other distributors or end users using the AI referred to in Clause 17.7 (each, an "AI USER"), the respective AI USER is and shall remain the sole owner of any information used as input in its use of such AI. To the extent permitted by applicable laws, the respective AI USER shall become the sole owner of the output generated through its use of such AI.

To the extent that the respective AI USER cannot become the sole owner of such output under applicable laws, the SUPPLIER hereby grants the respective AI USER, to the extent permitted by applicable laws, a perpetual, royalty-free, worldwide, unrestricted, exclusive, sublicensable and transferable right to use and exploit such output, in unmodified or modified form, in any known or unknown manner as it deems appropriate.

The SUPPLIER shall ensure that the respective AI USER is exclusively entitled, at its sole discretion, to apply for, maintain or abandon any intellectual property rights relating to such output. The SUPPLIER shall (i) have no rights or licenses whatsoever in any such input or output; (ii) keep such input and output confidential; and (iii) in particular, not use such input or output for or in connection with AI training.

17.10. 在供应商与使用第17.7条所述人工智能的西门子医疗、其任何关联公司、其他分销商或最终用户（各称"人工智能用户"）之间，相应人工智能用户始终是其使用该等人工智能时所输入信息的唯一所有者。在适用法律允许的范围内，相应人工智能用户应成为其使用该等人工智能所生成输出的唯一所有者。

如根据适用法律，相应人工智能用户无法成为该等输出的唯一所有者，供应商特此在适用法律允许的范围内授予相应人工智能用户永久的、免许可费的、全球范围内的、不受限制的、排他的、可再许可且可转让的权利，以其认为适当的任何已知或未知方式，使用和利用未经修改或经修改的该等输出。

供应商应确保相应人工智能用户享有排他性权利，可自行决定申请、维持或放弃与该等输出有关的任何知识产权。供应商应（i）不对任何该等输入或输出享有任何权利或许可；（ii）对该等输入和输出予以保密；并且（iii）尤其不得将该等输入或输出用于人工智能训练目的或与人工智能训练有关的目的。

17.11. Clauses 17.7 through 17.11 supplement and shall not limit the SUPPLIER's obligations or SIEMENS HEALTHINEERS' rights under the CONTRACT, including those relating to confidentiality,

17.11. 第 17.7 条至第 17.11 条是对供应商在合同项下义务及西门子医疗在合同项下权利的补充，不应限制该等义务或权利，包

information technology security, third-party software and infringement of third-party rights.

括与保密、信息技术安全、第三方软件及侵犯第三方权利有关的义务或权利。

## 18. PERMITS, LAWS AND TAXATION

## 18. 许可、法律和税收

18.1. The SUPPLIER shall, at its own costs, obtain all the permits, approvals and authorization as required for the performance of the WORK, comply with all the national and local laws and regulations applicable to the WORK, and pay all the taxes which are related to the WORK.

18.1. 供应商应自行承担费用，获得开展工作所要求的一切许可、批准和授权，遵守适用于工作的所有国家与地方法律法规，并支付与工作有关的一切税款。

18.2. The SUPPLIER shall fully indemnify and hold SIEMENS HEALTHINEERS harmless from any and all cost, liabilities, damages, expenses and/or attorney fees as caused by the SUPPLIER or its subcontractor if applicable and approved or any of its employees or agents in the following situations: (i) failure to obtain or comply with the above-mentioned permit, approval or authorization; (ii) failure to observe the above-mentioned laws and regulations; or (iii) failure to pay the above-mentioned taxes.

18.2. 供应商应充分补偿西门子医疗并使其免于承受因供应商、或其任何适用的并被批准的分包商、或其任何员工或代理在以下情况下引起的任何和所有费用、责任、损害、开支和/或律师费：（ⅰ）未获得或未遵守前述许可、批准或授权；（ⅱ） 未遵守前述法律、法规的规定；或（ⅲ）未支付前述税款。

## 19. CLEAN-UP

## 19. 清理

The SUPPLIER shall, at all time, keep the work site free from accumulations of waste materials or rubbish. Upon the completion of the WORK, the SUPPLIER shall immediately remove its tools, equipment, scaffold and remaining materials, and ensure the WORK site is cleaned up before it leaves.

供应商应始终保证工作现场无废旧材料或垃圾堆积。工作完成时，供应商应立即将其工具、设备、脚手架和剩余材料带走并应在离开前保证将工作现场清理干净。

## 20. SAFE OPERATION

## 20. 安全操作

20.1. In performing the WORK, the SUPPLIER shall exercise the highest degree of care to prevent accidents and injuries to persons, damage or loss of property in, on or about the WORK site, disturbance to the neighborhood, and pollution of the environment, and shall promptly comply with any reasonable direction of SIEMENS HEALTHINEERS for the prevention and elimination of above safety hazards.

20.1. 在实施工作时，供应商应采取最高程度的谨慎防止工作现场的事故及人身伤害、财产的损害和灭失，防止对相邻地区造成干扰及对环境造成污染。供应商应及时遵照西门子医疗提出的合理建议，避免和排除上述安全危害。

20.2. The SUPPLIER shall fully indemnify and hold SIEMENS HEALTHINEERS harmless against any claim, liabilities, loss or costs and expenses as a result of the SUPPLIER' s act or omission in the performance of the WORK. In the event any claim or suit is brought against SIEMENS HEALTHINEERS based upon any such acts or omission of the SUPPLIER, the SUPPLIER, at its sole risk and expense, shall diligently defend against such claim or suit and shall promptly satisfy and discharge any judgment which may nevertheless be rendered against SIEMENS HEALTHINEERS as a result thereof.

20.2. 供应商应充分补偿西门子医疗并使其免于承受因供应商在实施工作中的行为或不作为而导致的任何索赔、责任、损失、支出和费用。如果西门子医疗基于任何该等供应商的行为或不作为而受到任何索赔或起诉，供应商应自担风险和费用尽力进行辩护，并及时支付西门子医疗因此而应承担的判决金额。

## 21. DOCUMENTS

## 21. 文件

All DOCUMENTS required in the CONTRACT are part of the WORK. Any DOCUMENTS missing shall be understood as a non-fulfillment of the CONTRACT and treated as such.

合同所要求的所有文件均为工作的一部分。任何文件的缺失应被视为未履行合同，并应按此处理。

## 22. FORCE MAJEURE

## 22. 不可抗力

Neither SUPPLIER nor SIEMENS HEALTHINEERS shall be liable for failure of performing the CONTRACT when such failure results from the occurrence of Force Majeure, which is hereby defined as an event unforeseeable, beyond reasonable control of the PARTY to whom such Force Majeure occurs, including but not limited to: Acts of God, natural disasters, labor disputes, lock out, war or warlike situation, riot, sabotage, fire, acts of government (such as but not limited to change of laws and revocation of import permits), and outbreak of epidemic.

供应商和西门子医疗因不可抗力不能履行合同时，均不承担责任。不可抗力应指遭受不可抗力的一方无法预见的且超出其合理控制的事件，包括但不限于：自然力、自然灾害、劳工纠纷、封锁、战争或类似战争状态、暴乱、阴谋破坏、火灾、政府行为（例如但不限于修改法律规定和取消进口许可）以及疫情的爆发。

The PARTY affected by Force Majeure shall inform the other PARTY in writing without any delay with respect to the impact of such event on the performance of the CONTRACT.

受不可抗力影响的一方应立即就不可抗力事件对合同履行的影响书面通知另一方。

Upon the occurrence of a Force Majeure event, the SUPPLIER shall endeavor to continue to perform its obligations under the CONTRACT so far as is reasonably practicable. The SUPPLIER shall notify SIEMENS HEALTHINEERS of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The SUPPLIER shall not

不可抗力事件发生后，供应商应在合理可行的范围内继续履行其在合同项下的义务。供应商应通知西门子医疗其拟采取的步骤，包括未受不可抗力影响的任何合理的可替代履行方法。除非西门子医疗指示，供应商不应采取任何上述步骤。

take any such steps unless directed to do so by SIEMENS HEALTHINEERS.

If the SUPPLIER incurs additional costs in complying with the SIEMENS HEALTHINEERS directions, the amount thereof shall be mutually agreed upon by both PARTIES.

如果供应商因遵从西门子医疗的指示而发生了额外费用，其金额应经双方共同同意。

If circumstances of Force Majeure have occurred, either PARTY may by reason thereof give notice to the other PARTY of its intention to suspend the execution of the performance.

如果不可抗力情况发生，任何一方可基于该原因通知另一方其中止履行的意图。

After receipt of such notice, the PARTY shall examine the works, plant and materials affected by the suspension and shall take reasonable steps to minimize the effect and additional cost caused by the suspension.

在收到该通知后，受中止影响的一方应检查其工作、工厂和材料并采取合理的措施减少中止导致的影响和额外费用。

If the execution of the CONTRACT is suspended for more than three (3) months either PARTY shall have the right to terminate the CONTRACT.

如果合同履行的中止超过三（3）个月，任何一方应有权终止合同。

## 23. ASSIGNMENT AND SUBCONTRACTING

## 23. 转让和分包

The CONTRACT shall not be assigned nor subcontracted by the SUPPLIER as a whole. The SUPPLIER shall not subcontract or assign any part of the GOODS and/or SERVICES without SIEMENS HEALTHINEERS's prior written consent, which shall not be unreasonably withheld, but the restriction contained in this Clause shall not apply to subcontracts for materials, for minor details, or for any part of which the makers are named in the CONTRACT. The SUPPLIER shall be responsible for all SERVICES and GOODS supplied by subcontractors.

合同不得被供应商全部转让或分包。未经西门子医疗事先书面同意，供应商也不得分包或转让货物和/或服务的任何部分，但西门子医疗不得不合理地拒绝同意；但是，本条限制不应当适用于材料、微小部分或者任何合同中已经提到的制造商部分的分包。供应商应当对分包商提供的所有服务和货物负责。

## 24. SUSPENSION

## 24. 暂停

SIEMENS HEALTHINEERS shall have the right to ask, in writing, the SUPPLIER to suspend the performance of part or all of the WORK.

西门子医疗应有权书面要求供应商暂停开展部分或全部工作。

During the suspension, the SUPPLIER shall protect, safely keep and ensure such part or all of the WORK away from any damage or loss and shall not continue the operation without approval from SIEMENS HEALTHINEERS.

暂停工作期间，供应商应保护、保管并确保该部分或全部工作免受任何损害或灭失，并在获得西门子医疗批准前不应继续开展工作。

## 25. COPIES OF SUBCONTRACTS

## 25. 分包合同复印件

If SIEMENS HEALTHINEERS has consented to the placing of subcontracts, copies of each subcontracting contract shall be sent by the SUPPLIER to SIEMENS HEALTHINEERS immediately upon signing and prior to commencement of WORK by the subcontractor.

西门子医疗同意分包时，供应商应当在签署分包合同之后立即将分包合同的复印件提交给西门子医疗，并且提交应当在分包商开始工作之前。

## 26. SIEMENS HEALTHINEERS' PROPERTY AND INFORMATION

## 26. 西门子医疗的财产和信息

SIEMENS HEALTHINEERS' property, such as drawings, specifications, data and the like, furnished to the SUPPLIER for performance of the CONTRACT shall remain the property of SIEMENS HEALTHINEERS. Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc. that the SUPPLIER makes or buys from others for producing or providing the GOODS/SERVICES and charged to SIEMENS HEALTHINEERS' account shall become SIEMENS HEALTHINEERS' property immediately upon manufacture or procurement. All such SIEMENS HEALTHINEERS property shall be marked as property of SIEMENS HEALTHINEERS, shall be held by the SUPPLIER on consignment at the SUPPLIER's risk, and shall be used exclusively to perform the CONTRACT, and shall not be duplicated or disclosed to others. Upon CONTRACT completion, all SIEMENS HEALTHINEERS furnished property shall be returned to SIEMENS HEALTHINEERS in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into GOODS/SERVICES supplies delivered or consumed in the performance of the CONTRACT.

为履行合同而提供给供应商的西门子医疗的财产，例如图纸、规格、数据和类似财产，应当仍然是西门子医疗的财产。供应商为生产或提供货物/服务所作的或者从其他方购买的并向西门子医疗收费的任何设计、图纸、模具、模型、工具、技术数据/信息、材料、设备等应当自制造或者采购之日立即成为西门子医疗的财产。所有该等西门子医疗财产应当被标记为西门子医疗财产、由供应商受托持有并承担风险，并仅为履行合同的目的使用，不得复制或披露给他人。完成合同后，所有西门子医疗提供的财产应当以接受时同样的状况返还西门子医疗，允许合理的磨损；但是该财产已经整合入已交付货物/服务中或者在履行合同中被消耗掉的除外。

## 27. WARRANTY AND INDEMNITY

## 27. 保证和补偿

27.1. The SUPPLIER warrants all GOODS/SERVICES furnished under the CONTRACT shall (1) conform to SIEMENS HEALTHINEERS' drawings, specifications or other descriptions; (2) be of good material, design and workmanship and free of defects; (3) be new (not used or reconditioned), merchantable and suitable for the

27.1. 供应商保证，所有在合同项下提供的货物/服务应当：（1）符合西门子医疗的图纸、规格或者其它要求；（2）材料、设计和工艺良好，没有缺陷；（3）是新的（未使用或翻新），适销的并适于拟用于的用途。此保证应当在检查、接受和付款后继续有效。不符合上述保证的货物/服务可以在

purpose intended. These warranties shall survive inspection, acceptance, and payment. GOODS/SERVICES that do not conform to the above warranties may, at any time within thirty-six (36) months after delivery to SIEMENS HEALTHINEERS, be rejected and returned to the SUPPLIER, at the SUPPLIER's expenses, for correction or replacement. If the SUPPLIER does not correct or replace within a reasonable period of time, SIEMENS HEALTHINEERS may, at its sole discretion, (a) correct or replace the non-conforming GOODS/SERVICES at the SUPPLIER's expenses; (b) demand a reduction in the purchase price; or (c) terminate the CONTRACT without assuming any liability. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of thirty-six (36) months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement. SUPPLIER shall further be liable for damages incurred to Siemens Healthineers in respect of the CONTRACT.

交付给西门子医疗后三十六（36）个月内的任何时间被拒绝并返还给供应商以修理或替换，费用由供应商承担。如果供应商未能在合理时间内修理或替换，西门子医疗可以自行决定：（a）修理或替换不符的货物/服务并由供应商承担费用；（b）要求降低采购价格；或者（c）终止合同并不承担任何责任。修理和替换本身应当在修理和替换后自交付、重新安装或者通过测试（如有）（以适用的为准）之日起三十六（36）个月内受上述义务的约束。供应商还应负责对西门子医疗遭受的合同的损害赔偿。

27.2. Defective items shall be returned at the SUPPLIER'S expense and risk.

27.2. 缺陷货品的退货费用和风险应由供应商承担。

27.3. The SUPPLIER shall remedy at no charge to SIEMENS HEALTHINEERS any defects in SERVICES that were not due to SIEMENS HEALTHINEERS that appear within thirty six (36) months from the completion of the SERVICES.

27.3. 如果非因西门子医疗原因造成的服务中的缺陷在完成服务后三十六（36）个月内出现，供应商应当修正该等缺陷并不向西门子医疗收费。

27.4. The foregoing warranties are in addition to all other warranties expressed or implied by law, or any warranties of additional scope given to SIEMENS HEALTHINEERS by the SUPPLIER. Neither the foregoing nor anything contained in these terms and conditions shall limit or impair any statutory or any other rights that SIEMENS HEALTHINEERS may have.

27.4. 上述保证是对法律中明示或默示规定的所有其他保证以及供应商向西门子医疗作出的额外范围保证的补充。不论上述规定还是本条款及条件的任何规定均不应限制或损害西门子医疗可能享有的任何法定权利或其他权利。

27.5. SUPPLIER shall at its expense, defend, indemnify, and hold harmless SIEMENS HEALTHINEERS and its officers, directors, employees, agents, parent, subsidiaries, customers and other affiliates from and against any claim, action, fines, punishment and other requests for compensation made by any third parties arising out of, incident to or in connection with GOODS/SERVICES provided by the SUPPLIER.

27.5. 供应商应当自行承担费用，就任何第三方提出的产生于、附带于供应商提供的货物/服务的或与该等货物/服务有关的索赔、诉讼、罚款、惩罚和其他赔偿要求进行抗辩、赔偿，使西门子医疗及其管理人员、董事、员工、代理、母公司、子公司、客户和其他关联公司免受损害。

## 28. INSOLVENCY AND BANKRUPTCY

## 28. 无清偿能力和破产

If the SUPPLIER becomes insolvent or bankrupt or makes an arrangement with its creditors or has a receiver appointed or commences to be wound up, SIEMENS HEALTHINEERS may, without prejudice to any of its rights, terminate the CONTRACT forthwith by notice to the SUPPLIER or any person in whom the CONTRACT has become vested.

如果供应商失去清偿能力、或者破产、或与其债权人作出任何安排、或者被指定了接收人、或者开始清算，西门子医疗可以立刻通知供应商或者合同的权利受让人终止合同，而不影响其任何权利。

## 29. CONFIDENTIALITY AND PUBLICITY

## 29. 保密与公开

29.1. The SUPPLIER undertakes that it and the SUPPLIER's personnel, agents and subcontractors will fully respect the confidentiality of SIEMENS HEALTHINEERS' internal business affairs. The SUPPLIER hereby undertakes to treat as confidential all information obtained from SIEMENS HEALTHINEERS or communicated to the SUPPLIER pursuant to the CONTRACT (or through discussions or negotiations prior to the CONTRACT being entered into) or acquired in the performance of the CONTRACT, and will not disclose such information to any person (except to its own employees and then only to employees who need to know the same) and will use such information solely in connection with performing its obligations under the CONTRACT and not for its own benefit or for the benefit of any third party, provided that this clause shall not extend to information:

29.1. 供应商承诺，其自身以及其员工、代理和分包商会充分尊重西门子医疗内部业务事宜的保密性。供应商在此承诺对根据合同（或者，在合同签署之前的讨论或者协商中）从西门子医疗得到或者传递给供应商的或者在履行合同的过程中得到的所有信息保密，并不会将该等信息披露给任何人（但是其自身雇员除外，限于需要知悉该等信息的雇员）且仅为与履行其在合同项下的义务有关的目的使用该等信息，不会为其自身的利益或者任何第三方的利益使用。下述信息除外：

(1) which is rightfully in possession prior to the commencement of the negotiations resulting in the CONTRACT; or

(1) 在产生合同的协商开始之前已经合法占有的信息；或者

(2) which is already public knowledge or becomes so at a later date (other than as a result of breach of this clause); or

(2) 已经处于公共领域或者后来进入公共领域的信息（但是因为违反本条款而进入公共领域的除外）；或者

(3) which is communicated or disclosed to the SUPPLIER by a third party lawfully in possession thereof and entitled so to disclose it.

(3) 合法持有并有权披露信息的第三方传递或者披露给供应商的信息。

29.2. The SUPPLIER may disclose the confidential information of SIEMENS HEALTHINEERS as set out in Clause 29.1 if the SUPPLIER is required to do so by any ruling of a governmental or regulatory authority or court or by mandatory law ("STATUTORY

29.2. 若政府或监管机构或法院的规定要求或强行法要求（"法定要求"），供应商可以披露第29.1条规定的西门子医疗的保密信息，但前提是供应商应立即书面通知西门子医疗此等法

REQUIREMENTS"), provided that written notice of such STATUTORY REQUIREMENTS is given immediately to SIEMENS HEALTHINEERS so as to give SIEMENS HEALTHINEERS an opportunity to intervene and provided further that the SUPPLIER uses reasonable efforts to obtain assurance that such confidential information will be treated confidentially. Confidential information which is disclosed in such way must be marked "Confidential". Furthermore, the SUPPLIER shall disclose only the minimum confidential information required to be disclosed to comply with the STATUTORY REQUIREMENTS.

定要求，以使得西门子医疗有机会介入，并且供应商应采取合理的努力得到该保密信息将被以保密方式对待的保证。以此等方式披露的保密信息必须被标记为“保密”。此外，供应商应当在满足法定要求的最小限度内披露保密信息。

29.3. The SUPPLIER shall not issue any press release or make any public announcement, or disclosure as to the existence of the CONTRACT or its contents, or any aspect of the business relationship contemplated by the CONTRACT without the prior written consent of SIEMENS HEALTHINEERS.

29.3. 未经西门子医疗事先书面同意，供应商不得就合同的存在或其内容，或就合同所预期的商业关系的任何方面，发表任何新闻，或作出任何公开声明或披露。

## 30. SETOFF

SIEMENS HEALTHINEERS shall have the right at all times to set off any amount due or payable to the SUPPLIER under the CONTRACT against any claim or charge SIEMENS HEALTHINEERS may have against the SUPPLIER.

## 30. 抵销

西门子医疗有权在任何时候以西门子医疗对供应商的任何索赔或收费抵销在合同项下应向供应商支付的任何到期款项。

## 31. TERMINATION FOR CONVENIENCE

31.1. SIEMENS HEALTHINEERS may, at any time, on reasonable notice to the SUPPLIER, terminate a PURCHASE ORDER due to SIEMENS HEALTHINEERS's convenience without any cost or liability, save as set forth in Clause 31.2. Upon receipt of such notice of termination, the SUPPLIER shall, unless otherwise specified in such notice, immediately stop all work thereunder or, as the case may be, give prompt written notice to and cause all of its suppliers or subcontractors to cease all related work, and, upon SIEMENS HEALTHINEERS's request, return all related materials provided to the SUPPLIER by SIEMENS HEALTHINEERS under such PURCHASE ORDER.

## 31. 因便利而终止

31.1. 西门子医疗可以随时向供应商发出合理的通知因自身便利而终止采购订单，且除第31.2条的规定外，西门子医疗不对供应商承担任何费用或责任。在收到终止通知后，除非在该等通知中另有规定，供应商应立即停止该采购订单下的所有工作，或根据具体情况，立即通知并使其所有供应商或分包商停止相关工作。同时，供应商应按西门子医疗要求返还西门子医疗已按该等采购订单向其提供的所有相关材料。

31.2. SIEMENS HEALTHINEERS shall pay to the SUPPLIER the following amounts without duplication: (a) the contract price for all GOODS and/or SERVICES which have been completed in accordance with the PURCHASE ORDER and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by SUPPLIER in furnishing the GOODS and/or SERVICES under the PURCHASE ORDER, provided, however that, within thirty (30) days after receipt of SIEMENS HEALTHINEERS's termination notice, the SUPPLIER shall provide SIEMENS HEALTHINEERS a comprehensive termination claim, with sufficient supporting documentation and evidence relating to such payment to SIEMENS HEALTHINEERS's satisfaction. In no event shall such payment made under this Clause exceed the total price for the GOODS and/or SERVICES terminated.

31.2. 西门子医疗应向供应商支付下列尚未支付的费用：（a）已按照采购订单完成但尚未支付的所有货物和/或服务的合同价款；和（b）供应商为提供采购订单下货物和/或服务而发生的半成品和原材料的实际费用。但前提是，供应商在收到西门子医疗的终止通知之日起的三十（30）天内，应向西门子医疗提交一份详细的终止补偿申请单，并附上令西门子医疗满意的与上述款项有关的充分证明材料。无论在何种情况下，西门子医疗根据本条支付的款项均不应超过终止的货物和/或服务的合同总价。

## 32. MOST FAVORABLE CUSTOMER

All of the prices, warranties and benefits provided by the SUPPLIER are comparable or better than the equivalent terms being offered by the SUPPLIER to any present customer. If the SUPPLIER shall, during the term of the CONTRACT, enter into arrangements with any other customer providing greater benefits or more favorable terms, the CONTRACT shall thereupon be deemed amended to provide it to SIEMENS HEALTHINEERS.

## 32. 最优惠客户待遇

供应商提供的所有价格、保证和优惠与供应商向任何现有客户提供的相应条件是相当的或更优的。若供应商在合同期限内与任何其它客户达成安排提供了更大的优惠或更优惠的条件，合同应被视为已经修订以向西门子医疗提供该等优惠。

## 33. APPLICABLE LAW

The CONTRACT shall be governed by and construed in accordance with the laws of the PRC. The application of the UN-Convention on Contracts for the International Sale of Goods (CISG) is excluded.

## 33. 适用法律

合同应适用中国法律并依照该等法律进行解释。合同不适用《联合国国际货物销售合同公约》（CISG）。

## 34. DISPUTE RESOLUTION

All claims, differences or disputes arising out of or in connection with the CONTRACT, including any question regarding its existence, validity, termination or its performance, or in connection with arrangements regarding the performance of the CONTRACT ("DISPUTE") shall be settled by an amicable settlement between the PARTIES. An attempt to arrive at an amicable settlement shall be

## 34. 争议解决

因合同产生的或者与其相关的所有请求、分歧或争议，包括关于合同存在、效力、终止或履行，或者与合同履行安排有关的任何问题（“争议”），应由双方友好解决。如果一方书面通知另一方友好解决的努力已经失败，该努力应被视为已经失败。

deemed to have failed as soon as one PARTY so notifies the other PARTY in writing.

If amicable settlement has failed, the DISPUTE shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) and be arbitrated by three (3) arbitrators.

如果友好解决失败，争议应提交中国国际经济贸易仲裁委员会（CIETAC）由三（3）名仲裁员仲裁解决。

The PARTIES agree that arbitrators who are not on CIETAC's panel may be appointed as co-arbitrators or as presiding arbitrator.

双方同意，不在 CIETAC 仲裁员名单上的仲裁员可以被指定为仲裁员或首席仲裁员。

If there are two or more respondents, any appointment of an arbitrator by or on behalf of such respondents shall be by joint agreement between these respondents. If such respondents fail within the time-limit specified by CIETAC Arbitration Rules to agree on such joint appointment, the proceedings against each of them must be separated.

如果有两个或两个以上的被申请人，则应由他们或他们的代表就该方的一名仲裁员的指定达成一致意见。如果被申请人在 CIETAC 仲裁规则指定的期限内就共同指定未能达成协议，则对他们应分别进行各自的程序。

The hearing place of arbitration shall be Shanghai. The language of arbitration shall be Chinese. The arbitration award shall be final and binding upon the PARTIES.

仲裁开庭地为上海。仲裁语言为中文。仲裁裁决是终局的并对双方具有约束力。

The arbitration award shall be substantiated in writing including any dissenting opinion. The arbitration tribunal shall also decide on the matter of costs of the arbitration and on the allocation of expenditure among the respective PARTIES.

包括反对意见在内的仲裁裁决应以书面作出。仲裁庭应就仲裁费用及其在各方的分配作出裁决。

## 35. RESERVATION CLAUSE

## 35. 保留条款

35.1. SIEMENS HEALTHINEERS shall not be obligated to fulfill this CONTRACT if such fulfillment is affected by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

35.1. 如因国内、国际外贸规定或海关规定或任何禁运、制裁规定而使西门子医疗无法履行合同或者严重影响其对合同的履行，则西门子医疗不再承担履行合同的义务。

35.2. If and to the extent the sale or supply of products and services is subject to prior authorization by the competent export control authorities, this CONTRACT shall come into force only upon granting of such authorization.

35.2. 如果销售或提供货物和服务需要事先获得相关出口管制当局的批准，则合同应仅在获得该等批准后才生效。

35.3. [In case a Russian partner is involved or the delivery place under the CONTRACT is in Russia, below 35.3 shall apply.]

The application of this clause and the prevention of fulfillment by above mentioned impediments is within the discretion of Siemens Healthcare GmbH or Siemens Healthineers AG, Germany, and will be confirmed by them in a written statement upon request.

35.3. [如合同涉及俄罗斯合作方或交付地为俄罗斯境内，以下 35.3 款应予以适用。]

适用本条款及因前述阻碍不予履约由德国西门子医疗公司（Siemens Healthcare GmbH 或 Siemens Healthineers AG, Germany）自行斟酌决定，并可在收到要求后以书面声明予以确认。

## 36. MISCELLANEOUS

## 36. 其它

36.1. No amendment to the CONTRACT or the supply of GOODS or SERVICES shall be of effect unless agreed in writing by both PARTIES.

36.1. 除非经双方书面同意，否则对合同或货物或服务的提供的任何修改没有效力。

36.2. Failure of SIEMENS HEALTHINEERS to enforce compliance with any term or condition of the CONTRACT shall not constitute a waiver of such term or condition.

36.2. 西门子医疗未能强制要求遵守合同的任何条款或条件不构成对该等条款或条件的放弃。

36.3. If any provision of the CONTRACT is determined invalid or unlawful or unenforceable to any extent such provision shall be severed from the body of the CONTRACT and the remaining thereof shall continue to be valid and enforceable to the fullest extent permitted by law.

36.3. 若合同的任何条款在任何程度上被认定为无效、违法或不能强制执行，应将该等条款从合同主体中分离，合同的其余条款应在法律允许的最大范围内继续有效和可执行。

36.4. If individual provisions of the CONTRACT are or become ineffective, this shall not affect other provisions. The PARTIES shall amicably attempt to agree on new provisions of equal economic effect to the ineffective provisions they replace.

36.4. 如合同中的个别条款失效，将不影响其他条款。双方应友好协商达成具有同等经济效果的条款以取代失效的条款。

36.5. The CONTRACT and its attachments constitute the entire agreement between the PARTIES concerning the subject matter hereof, and supersede all prior agreements.

36.5. 合同及其附件构成双方关于合同标的物的完整合同，并应取代所有先前的协议。

36.6. The CONTRACT is executed in English and in Chinese and both versions shall be equally authentic and valid. In case of any discrepancies or conflicts between the two versions, the English version shall prevail.

36.6. 合同以英文和中文书就，两种文本同样真实有效。如果两种文本不一致或相互冲突，应以英文文本为准。

## 37. CORPORATE RESPONSIBILITY IN THE SUPPLY CHAIN

## 37. 供应链中的公司责任

37.1. The SUPPLIER shall comply with the principles and requirements of the 'Code of Conduct for Siemens Suppliers and Third-Party Intermediaries' attached hereto as Appendix 1 (“CODE OF CONDUCT”).

37.1. 供应商应遵守本条款及条件之附录 1“西门子供应商及第三方中间人行为准则”（“行为准则”）的原则和要求。

37.2. If requested by SIEMENS HEALTHINEERS, the SUPPLIER shall not more than once a year either – at its option – provide SIEMENS HEALTHINEERS with (i) a written self-assessment in the form provided by SIEMENS HEALTHINEERS, or (ii) a written report approved by SIEMENS HEALTHINEERS describing the actions taken or to be taken by the SUPPLIER to assure compliance with the CODE OF CONDUCT.

37.2. 应西门子医疗的要求，供应商应，一年不超过一次，按其选择向西门子医疗提供 (i)一份按西门子医疗提供的形式填写的书面自我评估，或 (ii)一份经西门子医疗核准的、描述供应商为确保遵守行为准则已经采取或将要采取的行动的书面报告。

37.3. SIEMENS HEALTHINEERS and its authorized agents and representatives and/or a third party appointed by SIEMENS HEALTHINEERS and reasonably acceptable to the SUPPLIER, shall be entitled (but not obliged) to conduct – also at the SUPPLIER’s premises – inspections in order to verify the SUPPLIER’s compliance with the CODE OF CONDUCT.

37.3. 西门子医疗和其授权代理和代表及/或西门子医疗指定并能被供应商合理接受的第三方，应有权（但无义务）在供应商的场所内进行检查，以核实供应商对行为准则的遵守情况。

37.4. Any inspection may only be conducted upon prior written notice of SIEMENS HEALTHINEERS, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with the SUPPLIER's business activities nor violate any of the SUPPLIER’s confidentiality agreements with third parties. The SUPPLIER shall reasonably cooperate in any inspections conducted. Each PARTY shall bear its expenses in connection with such inspection.

37.4. 任何检查都将只能在西门子医疗事先发出书面通知后，在正常的工作时间内按照适用的数据保护法律进行。检查不得不合理地妨碍供应商的经营活动或违反供应商与第三方之间的保密协议。供应商应合理配合任何此类检查。每一方应自担上述检查所涉的费用。

37.5. In addition to any other rights and remedies SIEMENS HEALTHINEERS may have, in the event of (i) the SUPPLIER's material or repeated failure to comply with the CODE OF CONDUCT or (ii) the SUPPLIER's denial of SIEMENS HEALTHINEERS' right of inspection as provided for in Clause 37.3 above, after providing the SUPPLIER reasonable notice and a reasonable opportunity to remedy, SIEMENS HEALTHINEERS may terminate the CONTRACT and/or any PURCHASE ORDER issued thereunder without any liability whatsoever.

37.5. 如果

（i） 供应商严重或多次不遵守行为准则；或

（ii） 供应商否认西门子医疗在以上第 37.3 条中规定的检查权利，

在西门子医疗给供应商提供合理的通知和一次合理的补救机会之后，除西门子医疗可能享有的其他权利和救济外，西门子医疗还可以终止合同和/或任何根据其发出的采购订单，且无须对供应商承担责任。

37.6. Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with the CODE OF CONDUCT's environmental protection requirements. The notice and opportunity to remedy provision shall not apply to violations of requirements and principles regarding of the child labor as set out in the CODE OF CONDUCT or willful failures to comply with the CODE OF CONDUCT’s environmental protection requirements.

37.6. 严重不遵守行为准则包括，但不仅限于，使用童工，腐败和贿赂，和不遵守行为准则的环保要求。通知及补救机会的规定不适用于违反行为准则中有关童工的原则和要求以及故意不遵守行为准则中的环保要求的情形。

## 38. EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS

## 38. 出口控制和外贸数据规定

38.1. The SUPPLIER shall comply with all applicable export and import restrictions, customs, and foreign trade regulations (hereinafter referred to as “Foreign Trade Regulations”) in relation to all SERVICES/WORKS to be provided and/or all GOODS to be delivered according to this CONTRACT, the SUPPLIER shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations.

38.1. 对所有按照合同提供的服务/工作和/或交付的货物，供应商应遵照所有适用的出口和进口限制、海关和外贸的法规(以下简称“外贸法规”)，并应获得适用的外贸法规项下所有必要的出口许可。

38.2. The SUPPLIER shall advise SIEMENS HEALTHINEERS in writing as early as possible but not later than one week prior to the delivery date/service date/work date of any information and data required by SIEMENS HEALTHINEERS to comply with all Foreign Trade Regulations for the GOODS/SERVICES/WORKS applicable in the countries of export and import as well as re-export in case of resale. In any case the SUPPLIER shall provide SIEMENS HEALTHINEERS for each GOODS/SERVICES/WORKS:

38.2. 供应商应尽早（但不得迟于交付日期/服务日期/工作日期一周之前）将西门子医疗为了遵守适用于出口国、进口国和转售情况下的再出口国的所有外贸法规而要求的关于产品/服务/工作的任何信息和数据以书面形式告知西门子医疗。在任何情况下，供应商应就每一产品/服务/工作向西门子医疗提供以下：

(1) the “Export Control Classification Number” according to the U.S. Commerce Control List (ECCN) if the GOOD/SERVICE/WORK is subject to the U.S. Export Administration Regulations; and

(1) 如果该产品/服务/工作受制于美国出口管理条例，根据美国商业管制清单确定的“出口管制分类号”(ECCN)；和

(2) All applicable national export list numbers; and

(2) 所有适用的国家出口清单编号；和

(3) The statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and

(4) the country of origin (non-preferential origin), and, upon request of SIEMENS HEALTHINEERS, documents to prove the non-preferential origin; and

(5) the preferential country of origin, and, upon request of SIEMENS HEALTHINEERS, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g. supplier's declaration).

("Export Control and Foreign Trade Data")

In case of any alterations to origin and/or characteristics of the GOODS/SERVICES/WORKS and/or to the applicable Foreign Trade Regulations, the SUPPLIER shall update the Export Control and Foreign Trade Data as early as possible but not later than one week prior to the delivery date/service date/work date. The SUPPLIER shall be liable for any expenses and /or damages incurred by SIEMENS HEALTHINEERS due to any breach of the obligations according to this Article.

(3) 根据现行对外贸易统计商品分类的统计商品代码和海关编码；

(4) 原产国（非优惠原产地），并应西门子医疗的要求，提供非优惠原产地的证明文件；

(5) 优惠原产国，并应西门子医疗要求，提供符合相应特惠法要求的优惠原产地的证明文件（如：供应商声明）

（"出口管制和对外贸易数据"）

如果货物/服务/工作的原产地和/或特性以及/或适用的对外贸易法规有任何变更，供应商应尽早（但不得迟于交付日期/服务日期/工作日期一周之前）更新出口控制和对外贸易数据。供应商应对违反本条约定义务导致西门子医疗产生的费用和/或遭受的损害负责赔偿。

## 39. SAFETY REQUIREMENTS

The SUPPLIER shall read the following safety requirements, and promise to comply with them during the execution of the CONTRACT. They shall be implemented without compromises.

(1) The SUPPLIER shall set up a safety management system covering manufacturing activities caused by or cohesive to the CONTRACT.

(2) The SUPPLIER shall provide safe working conditions that are required by Safety Production Law of PRC and applicable laws, regulations, national safety standards or ones of a certain industry.

(3) The SUPPLIER shall describe the specific actions, programs and procedures that will be implemented to manage risks associated with manufacturing caused by or cohesive to the CONTRACT.

(4) The SUPPLIER shall ensure that any person admitted to the Site by SUPPLIER shall comply with the relevant safety procedures.

(5) The SUPPLIER shall regularly do the safety inspection of manufacturing and rectify the nonconformities in time so as to reduce the risk of potential hazards as low as reasonably practical.

(6) The SUPPLIER shall provide, as a minimum, safety training for the SUPPLIER's personnel to ensure necessary safety knowledge met.

(7) In the event that the SUPPLIER has failed to comply with applicable safety laws, regulations, standards, or other CONTRACT safety requirements, a safety default notice will be issued to the SUPPLIER by SIEMENS HEALTHINEERS. This notice is a written notification detailing specific aspects of the non-compliant areas for the SUPPLIER to rectify.

(8) Repeated failure by the SUPPLIER to comply with the CONTRACT safety obligations will entitle SIEMENS HEALTHINEERS to withhold or even partly deduct the payment.

## 39. 安全要求

供应商应阅读下列安全要求，并承诺在合同执行过程中严格遵守下述规定。

(1) 供应商应建立安全生产管理体系，要求体系覆盖合同执行过程中的制造活动；

(2) 供应商应提供符合《中华人民共和国安全生产法》和有关适用的法律、法规和国家标准或者行业标准规定的安全生产条件；

(3) 供应商应制定和执行相应的安全规章、制度和操作规程，以管理与合同有关的制造过程中的风险；

(4) 供应商应确保其批准进入现场的任何人员遵守相应的安全规程；

(5) 供应商应定期对制造过程进行安全检查，及时消除事故隐患，将风险降低到尽可能低的合理水平；

(6) 作为最低限度，供应商应对其从业人员进行安全生产教育和培训，保证从业人员具备必要的安全生产知识；

(7) 如果供应商没有遵守适用的安全法律、法规、标准，或者合同规定的其它安全要求，西门子医疗将以书面的形式详细列出供应商的违规行为，通知其整改；

(8) 如果供应商反复违反合同规定的安全要求，西门子医疗将有权暂不付款，甚至扣除部分款项。

## 40. SECURITY IN THE SUPPLY CHAIN

40.1. The SUPPLIER shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, CTPAT). The

## 40. 供应链的安全性

40.1. 供应商应当按照基于WCO SAFE框架标准（例如，AEO, C-TPAT）制定的为国际公认的相关倡议的要求，采取必要组织指令和措施，尤其在场所安全、包装和运输、商业伙伴、人员和信息安全方面来保证供应链的安全性。供应商应当保证，向西门子医疗或西门子医疗指定的第三方提供的货物或服务不受未经授权的接触和操纵。供应商应为此类货物和服

SUPPLIER shall protect the goods and services provided to SIEMENS HEALTHINEERS or provided to third parties designated by SIEMENS HEALTHINEERS against unauthorized access and manipulation. The SUPPLIER shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

务配置可靠的人员，并要求任何分供应商采取同等的安全措施。

40.2. In addition to other rights and remedies SIEMENS HEALTHINEERS may have, SIEMENS HEALTHINEERS may terminate the CONTRACT and/or any PURCHASE ORDER issued thereunder in case of breach of these obligations by the SUPPLIER. However, provided that the SUPPLIER's breach of CONTRACT is capable of remedy, SIEMENS HEALTHINEERS' right to terminate is subject to the proviso that such breach has not been remedied by the SUPPLIER within a reasonable grace period set by SIEMENS HEALTHINEERS.

40.2. 若供应商违反上述义务，除了可能拥有的其他权利和救济，西门子医疗有权终止合同和/或据此发出的任何采购订单。但是，若供应商的违约行为可予以补救，则仅当供应商没有在西门子医疗规定的合理宽限期内对其违约行为进行补救的情况下，西门子医疗才能够行使该项终止权。

## 41. ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE, DANGEROUS GOODS

## 41. 环境保护，申报义务，危险货物

41.1. Should the SUPPLIER deliver legally permissible GOODS, which are, however, subject to statutorily-imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), the SUPPLIER shall declare such substances in the web database BOMcheck (www.BOMcheck.com) or in a reasonable format provided by SIEMENS HEALTHINEERS no later than the date of first delivery of GOODS. The foregoing shall only apply with respect to laws which are applicable at the registered seat of the SUPPLIER or SIEMENS HEALTHINEERS or at the designated place requested by SIEMENS HEALTHINEERS.

41.1. 若供应商交付的货物可合法销售，但受限于有关物质限制及/或信息要求的强制性规定（例如，《化学品注册、评估、许可和限制》（REACH），《危害性物质限制指令》（RoHS）），供应商应在不迟于首次交付货物之日通过网络数据库 BOMcheck（www.BOMcheck.com）或以西门子医疗提供的合理形式报告该等物质。前述规定仅当供应商或西门子医疗的注册地，或西门子医疗指定的目的地的法律作此要求时适用。

41.2. Further more, the SUPPLIER shall also declare all substances which are set out in the so-called "SIEMENS HEALTHINEERS list of declarable Substances" applicable at the time of delivery in the manner described above.

41.2. 进一步地，若任何物质符合在交付时适用的所谓"西门子医疗申报物质名单"，供应商亦应对所有该等物质按照上述方式申报。

41.3. Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the SUPPLIER will inform SIEMENS HEALTHINEERS in a form agreed upon between the SUPPLIER and SIEMENS HEALTHINEERS, but in no case later than the date of order confirmation.

41.3. 若根据国际规定，所交付的货物被分类为危险品，供货商应在不迟于确认订单时以供应商和西门子医疗约定的形式告知西门子医疗。

## 42. OTHERS[1]

## 42. 其他

For the provision of GOODS and SERVICES under the CONTRACT, the SUPPLIER shall only use employees who are not listed in the relevant German, European and US-American sanctions lists based on foreign trade legislation.

供应商只能雇用未在基于外贸法规制定的德国、欧盟和美国的相关制裁清单上的人员提供合同下的货物和服务。

These lists include, but are not limited to, the US Denied Persons List (DPL), the US Warning List, the US Entity List, the US Specially Designated Nationals List, the US Specially Designated Terrorists List, the US Foreign Terrorist Organizations List, the US Specially Designated Global Terrorists List and the EU's Terrorist List.

这些清单包括但不限于：美国拒绝往来名单（DPL）、美国警告名单、美国实体名单、美国特定国民名单、美国特定恐怖分子名单、美国外国恐怖组织名单、美国特定全球恐怖分子名单和欧盟的恐怖分子名单。

## 43. CYBER SECURITY AND DATA PROTECTION

## 43. 网络安全与数据保护

Unless otherwise specified in the CONTRACT, the requirements on cybersecurity and data protection are detailed in Appendix 2.

除非本合同另有约定，就网络安全与数据保护的要求，详见附录 2。

## 44. USING AI FOR SERVICES

## 44. 在服务中使用人工智能

44.1 The SUPPLIER shall not use AI in the course of its performance without SIEMENS HEALTHINEERS's prior written approval. If the SUPPLIER uses AI with such approval, the SUPPLIER guarantees that SIEMENS HEALTHINEERS remains the sole owner of the information it provided and that the confidentiality of SIEMENS HEALTHINEERS's confidential information is not compromised by using AI.

44.1 未经西门子医疗事先书面批准，供应商不得在履约过程中使用人工智能。如供应商经批准使用人工智能，供应商保证西门子医疗仍为其所提供信息的唯一所有者，且使用人工智能不会损害西门子医疗保密信息的保密性。

44.2 The SUPPLIER shall, upon request provide SIEMENS HEALTHINEERS with any information that SIEMENS

44.2 供应商应按要求向西门子医疗提供其履行适用法律（例如《生成式人工智能服务管理暂行办法》（如适用））项下义务所需的任何信息。

[1] This clause only applies to the cases where the SUPPLIER will deploy their own or external employees at SIEMENS HEALTHINEERS' sites.
本条款仅在供应商将安排其自身或外部员工在西门子医疗场所工作的情形下方适用。

HEALTHINEERS requires in connection with its obligations under the applicable law (e.g. Provisional Measures for the Administration of Generative Artificial Intelligence Services (if applicable)).

44.3 Insofar as the SUPPLIER is obligated to transfer ownership or grant other rights in the SERVICES and/or DELIVERABLES to SIEMENS HEALTHINEERS, the SUPPLIER may use AI for creating, processing or providing such SERVICES and/or DELIVERABLES only under the following conditions:

a) The SUPPLIER informs SIEMENS HEALTHINEERS about the intended usage of the AI and SIEMENS HEALTHINEERS approves such usage in advance in text form (email sufficient).
b) The SUPPLIER has ensured that third-party rights, laws, and regulations are not infringed by the use of AI.
c) The SUPPLIER has ensured – if necessary by sufficient individual modification of the AI output – that SIEMENS HEALTHINEERS is granted the rights in the work results as owed under this CONTRACT, and the use of AI shall not reduce, restrict, or impair the ownership, license, or other rights granted to SIEMENS HEALTHINEERS.
d) The SUPPLIER has ensured that no third party has any right or license whatsoever in any input or output containing SIEMENS HEALTHINEERS information or work results, including in particular any use relating to AI training or enhancing purpose.
e) The SUPPLIER has documented in a reasonably detailed written record (in machine-readable form when requested) which part of SERVICES and/or DELIVERABLES was created by AI; upon request, the SUPPLIER shall provide and explain such documentation to SIEMENS HEALTHINEERS.
f) If requested by SIEMENS HEALTHINEERS, the AI application shall be hosted in a private instance exclusively accessible by the SUPPLIER and SIEMENS HEALTHINEERS.

44.4 If the SUPPLIER is in breach of this Article, the SUPPLIER shall indemnify, defend, and hold harmless SIEMENS HEALTHINEERS, its Affiliates, (other) distributors and end users from any damage, loss, costs, and expenses suffered as a result of such breach.

44.5 The AI-specific provisions of this Article shall not limit the SUPPLIER's obligations or SIEMENS HEALTHINEERS' rights under the CONTRACT, in particular regarding confidentiality, IT security, third party software and the infringement of third party rights.

44.3 在供应商有义务向西门子医疗转让服务和/或可交付成果所有权或授予其他权利的范围内，供应商仅可在满足以下条件的情况下，使用人工智能创建、处理或提供该等服务和/或可交付成果：

a) 供应商已告知西门子医疗拟使用人工智能的情况，且西门子医疗已事先以文本形式批准该等使用（电子邮件即可）。
b) 供应商已确保使用人工智能不会侵犯第三方权利，亦不会违反法律法规。
c) 供应商已确保西门子医疗可以获得合同项下应授予的工作成果权利(包括必要时通过对人工智能输出进行充分的定制化修改)，且人工智能的使用不得减少、限制或损害合同项下授予西门子医疗的所有权、许可或其他权利。
d) 供应商已确保任何第三方均不对包含西门子医疗信息或工作成果的任何输入或输出享有任何权利或许可，特别是不得将其用于人工智能训练或增强目的。
e) 供应商应以合理详细度的书面形式记录（在西门子医疗要求时，以机器可读格式提供）服务和/或可交付成果中哪些部分由人工智能创建；应西门子医疗要求，供应商应向西门子医疗提供该等记录，并对其内容进行解释和说明。
f) 如西门子医疗提出要求，该人工智能应用应托管于仅由供应商和西门子医疗可访问的私有环境中。

44.4 如供应商违反本条规定，供应商应就西门子医疗、其关联公司、（其他）分销商及最终用户因该等违约遭受的任何损害、损失、成本及费用，对其进行赔偿、抗辩并使其免受损害。

44.5 本条中有关人工智能的特别规定不限制供应商在合同项下的义务或西门子医疗在合同项下的权利，尤其不限制与保密、信息技术安全、第三方软件及侵犯第三方权利相关的义务和权利。

Appendix 1 附录 1：

Code of Conduct for Siemens Suppliers and Third-Party Intermediaries
西门子供应商及第三方中间人行为准则

Code_of_Conduct
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SIEMENS

# Siemens Code of Conduct for Suppliers and Third-Party Intermediaries
# 西门子 —— 供应商及第三方中间人行为准则

**This Code of Conduct defines the basic requirements placed on the suppliers and third-party intermediaries of Siemens concerning their responsibilities towards their stakeholders and the environment. The supplier and/or third-party intermediary declares herewith to:**
**本行为准则规定了有关西门子产品及服务供应商及第三方中间人应对其利益相关人以及环境承担的责任的基本要求。**
**供应商和/或第三方中间人在此声明：**

## Legal Compliance
## 遵守法律

- Comply with the laws and regulations of the applicable legal systems.
  遵守适用法律体系中的法律和法规。

## Human Rights and Labor Conditions
## 人权以及劳动行为

To ensure respect of all internationally proclaimed human rights by avoiding causation of and complicity in any human rights violations. Heightened attention shall be paid to ensuring respect of human rights of rights holders or groups of rights holders which are specifically vulnerable, such as women, children, migrant workers or of (indigenous) communities.
确保尊重所有国际公认的人权，不从事或参与任何侵犯人权的行为，尤其确保弱势个体及群体（如妇女、儿童、移徙工人或土著居民）的人权得到尊重。

- Prohibition of Forced Labor
  禁止强迫劳动
  - Neither use nor contribute to slavery, servitude, forced or compulsory labor, suppression, exploitation, and human trafficking.
    不得实施或助长奴役、劳役、强迫劳动、压制、剥削和贩卖人口等行为。

- Prohibition of Child Labor
  禁止雇用童工
  - Install no workers under the age of 16 or, in those countries subject to the developing country exception of the ILO Convention 138, install no workers under the age of 14.
    不雇用未满十六（16）周岁的员工；或者在不违背国际劳工组织（ILO）公约第 138 号规定的发展中国家例外的前提下，在这些国家不雇用未满 十四（14）周岁的童工。
  - Install no workers under the age of 18 for work which is likely to harm the health, safety, and morals.
    不任命未满 18 岁的员工从事可能损害其身心健康、安全的工作。

- Non-Discrimination and Respect for Employees
  禁止歧视、尊重员工
  - Ensure equal treatment of employees, irrespective of skin color, race, nationality, ethnicity, social background, disabilities, gender, sexual identity and orientation, marital status, political or religious conviction, or age and promote equal opportunities amongst them.
    确保为员工提供平等的机会和待遇，无差别对待不同肤色、种族、国籍、民族、社会背景、残疾与否、性别、性身份与取向、婚姻状况、政治立场、宗教信仰或年龄等。
  - Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language, and physical contact, that is sexual, coercive, threatening, abusive or exploitative.
    拒绝容忍以任何无法接受的方式对待个人，例如精神虐待、性骚扰或性别歧视，包括与性别的、强迫性、威胁性、污秽的或剥削性有关的手势、语言和身体接触等行为。

- Freedom of Association
  结社自由

  - Recognize the legal rights of workers to form or join existing trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.
    承认工人组建或加入现有工会和进行集体谈判的合法权利；不得歧视或偏袒雇员组织或工会的成员。

- Working Hours, Wages & Benefits for Employees
  员工的工作时间、工资和福利

  - Adhere to all applicable working-hours regulations.
    在全球范围内遵守所有适用的工作时间规定。
  - Pay fair wages for labor and adhere to all applicable wage and compensation laws.
    支付公平的酬劳，并遵守全球范围内所有适用的工资和薪酬法律。
  - In the event of cross-border personnel deployment adhere to all applicable legal requirements, especially with regard to minimum wages.
    在跨境派遣人员时，遵守所有适用的法律要求，特别是关于最低工资的要求。

- Occupational Health & Safety, Security Forces
  职业健康与安全，安全力量

  - Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
    遵守有关职业健康和安全的适用法规和国际标准，为员工提供安全的工作环境。
  - Provide training to ensure all employees installed are educated in health & safety issues.
    提供培训，确保员工接受健康和安全的教育。
  - Establish a reasonable occupational health & safety management system.
    建立合理的职业健康和安全管理体系[1]。
  - In the event of use of private or public security forces ensure that human rights of employees and other rights holders are respected (no use of unlawful physical or mental violence) .
    在使用私人或公共安全力量时，确保尊重员工和其他权利持有者的人权（不得使用非法的身体或精神暴力）。

- Grievance Mechanism
  举报机制
  - Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code of Conduct and ensure protection of whistleblowers or complainants against retaliation.
    建立保护员工的举报机制，鼓励员工举报任何潜在违反本准则的行为，并确保举报人或投诉人免遭报复。

**Environmental and Climate Protection, Protection of Natural Resources**
**环境和气候保护、自然资源保护**

- Act in accordance with the applicable statutory and international standards regarding the environment.
  按照适用的环境保护法定标准和国际标准行事。减少环境污染，不断完善环境保护措施。
- Minimize environmental pollution and make continuous improvements in environmental protection.
  将环境污染减至最小，在环境保护方面取得持续改善
- Establish a reasonable environmental management system.
  建立合理的环境管理体系[1]。
- Reduce the emission of air pollutants and Greenhouse Gas (GHG), and reduce harmful soil change, water pollution and harmful noise emission to the fullest extent as possible.
  减少空气污染物和温室气体（GHG）的排放，尽可能减少有害的土壤变化，水污染和有害噪音排放。
- Increase energy efficiency, use renewable energy, and reduce water consumption to the fullest extent as possible.
  提高能源效率，使用可再生能源，并尽可能减少用水量。
- Cause no unlawful taking of land, forests, and waters.
  不得非法占用土地、森林和水域。
- Reduce waste and ensure their proper treatment and disposal.
  减少浪费并确保其得到适当的处理和处置。

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## Fair Operating Practices
## 公平经营

- Anti-Corruption and Bribery
  反对腐败和贿赂

  - Tolerate no form of and do not engage directly or indirectly in any form of corruption or bribery and do not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. This includes to renounce from giving or accepting improper facilitation payments.
    不容忍任何形式的直接或间接的腐败贿赂行为，不以影响官方行为或获取不当利益为目的，向公职人员或私营领域的交易对方授予、提供或承诺任何有价物，包括不得给予或接受不当的通融费。

- Fair Competition, Anti-Trust Laws and Intellectual Property Rights
  公平竞争、反垄断法与知识产权

  - Act in accordance with national and international competition laws and do not participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
    依照国家和国际通用的竞争法行事，不参与限定价格、划定市场或客户、分割市场或与竞争对手操纵投标等活动。
  - Respect the intellectual property rights of others.
    依照国家和国际通用的竞争法行事，不参与限定价格、划定市场或客户、分割市场或与竞争对手操纵投标等活动。

- Conflicts of Interest
  利益冲突

  - Avoid and/or disclose internally and to Siemens all conflicts of interest that may influence business relationships, and to avoid already the appearance thereof.
    避免或披露有可能产生影响业务关系的利益冲突行为或信息，包括企业内部以及西门子。

- Anti-Money Laundering, Terrorism Financing
  反洗钱、反资助恐怖主义

  - Not directly or indirectly facilitate money laundering or terrorism financing.
    不得直接或间接参与洗钱或资助恐怖主义。

- Data Privacy
  个人信息和隐私

  - Process personal data confidentially and responsibly, respect everyone's privacy and ensure that personal data is effectively protected and used only for legitimate purposes.
    以保密和负责的方式处理个人信息，尊重每个人的隐私，并确保个人信息得到有效保护并且只能用于合法目的。

- Foreign Trade Regulations
  对外贸易法规

  - Comply with the applicable export, import, customs, and foreign trade regulations.
    遵守适用的进出口控制，海关及外贸法规。

## Responsible Minerals Sourcing
## 负责任的矿产采购

- Take reasonable efforts to avoid in its products the use of raw materials which originate from Conflict-Affected and High-Risk Areas and contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.
  采取适当措施，避免在产品中使用来自受冲突影响和高风险地区的原材料，避免造成侵犯人权、腐败、资助武装团体或类似的负面影响。

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**Supply Chain**
**供应链**

- Use reasonable efforts to make its suppliers comply with the principles of this Code of Conduct and check their compliance on a risk-based approach.
  采取适当措施，使次级供应商遵守本行为准则，并基于对其风险的评估，检查其合规情况。
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.
  在选择和对待供应商方面，遵守非歧视原则。

Further information under www.siemens.com/code-of-conduct
更多信息请见网站 www.siemens.com/code-of-conduct



Confidential

Appendix 2 附录 2：

**Addendum for Cyber Security and Data Protection (Baseline)**

**网络安全与数据保护附件（基本版）**

This Addendum constitutes an integral part of the agreement entered into between the Supplier/Provider and Siemens Healthineers for provision of products and/or services (hereinafter referred to as "the Agreement") to which it is attached. In case of any conflicts between this Addendum and the Agreement, including any amendments or supplementary, appendixes, exhibits or other addendums to the Agreement, provisions under this Addendum shall prevail.

本附件构成其所属的由供应商/服务提供方与西门子医疗签署的关于提供产品和/或服务的协议（以下简称为"本协议"）不可分割的一部分。如果本附件与本协议（包括主协议的任何修订、增补、附表、附录或其他附件）存在任何冲突，本附件的规定应优先适用。

1. General Requirements
   一般规定

   1.1 The parties shall comply with all applicable laws relating to cyber security and protection of personal information, including but not limited to the Cyber Security Law of the People's Republic of China, the Personal Information Protection Law of the People's Republic of China, the Data Security Law of the People's Republic of China and their implementing regulations and applicable national/international standards ("Cyber Security Laws and Regulations" or "applicable laws").
   双方均应遵守所有与网络安全及个人信息保护相关的适用法律，包括但不限于中华人民共和国网络安全法、中华人民共和国个人信息保护法、中华人民共和国数据安全法及其实施规定以及适用的国家/国际标准（"网络安全法律法规"或"适用法律"）。

   The applicable laws, in particular the Cyber Security Laws and Regulations as well as applicable national standards shall be referred to in the interpretation of the clauses of this Addendum, e.g. with regard to the definition and scope of personal information, sensitive personal information, data subjects, core national data, important data, network product, network service, processing as well as data cross-border transfer.
   在解释本附件条款，例如，关于个人信息、敏感个人信息、国家核心数据、数据主体、重要数据、网络产品、网络服务、处理活动，以及跨境数据转移的定义和范围时，应参照适用法律，特别是网络安全法律法规及其他适用的国家标准。

   1.2 Provider shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Provider's Operation as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 or Cybersecurity Multi-level Protection Scheme (to the extent applicable), and include, at a minimum for employees:
   a. General security awareness training;
   b. Authentication requirements for employees;

c. Access permissions that conform to the principles of “least privilege” and, if applicable, “segregation of duties”
d. Computer endpoint cybersecurity controls that may include anti-virus, application controls or other appropriate systems;
e. Audit logging of system accessing, storing or processing critical data;
f. Backup, Restore & Business Continuity measures to ensure continued business operations (e.g. during a ransomware event).
“Provider’s Operation” means all assets, processes and systems (including information systems), data (including Siemens Healthineers data), personnel, and sites, used or processed by Provider from time to time in the performance of the Agreement.
服务提供方应采取适当的组织及技术措施，以确保服务提供方运营、产品及服务的保密性、真实性、完整性及可用性。此等措施应与行业良好实践相一致，并且应包含与例如 ISO/IEC27001 或 IEC62443 标准或网络安全等级保护制度（若适用）相一致的一套适当的信息安全管理体系，并至少包括针对员工的以下措施：
a. 对员工的一般安全意识培训；
b. 员工身份验证要求；
c. 符合 “最小特权 ”原则和 “职责分离 ”原则（如适用）的访问权限；
d. 计算机终端网络安全控制，包括防病毒、应用程序控制或其他适当的系统；
e. 对访问、存储或处理关键数据的系统进行日志审计；
f. 备份、恢复和业务连续性措施，以确保业务持续运行（例如在勒索软件事件中）。
“服务提供方运营”系指服务提供方在履行协议过程中不时使用或处理的所有资产、流程和系统（包括信息系统）、数据（包括西门子医疗数据）、人员和网站。

1.3 Provider shall promptly, report to Siemens Healthineers’ Point of Contact and the following Siemens Healthineers Cybersecurity contact addresses, all relevant information security incident occurred or suspected and vulnerabilities discovered in any Provider Operations if and to the extent Siemens Healthineers is or is likely to be materially affected.
(i) for security incidents: CSIRT@siemens-healthineers.com,
(ii) for security vulnerabilities: svm.ct@siemens.com.
在西门子医疗受到或可能受到实质性影响的情况下，服务提供方应立即向西门子医疗联系人和以下西门子医疗网络安全联系地址报告任何在服务提供方运营中已经发生或疑似的信息安全事件以及发现的漏洞。
(i) 安全事件: CSIRT@siemens-healthineers.com,
(ii) 安全漏洞: svm.ct@siemens.com.

In case of security incident or critical and/or high-risk vulnerabilities that involves Siemens Healthineers and/or its customer data or Siemens Healthineers business, Provider shall communicate in advance with Siemens Healthineers about the information to be reported before reporting to the regulatory authorities (if needed). It shall not be reported to the regulatory authorities without Siemens Healthineers’ knowledge.

如果出现与西门子医疗和/或其客户数据或西门子医疗业务有关的安全事件或重大和/或高风险漏洞，在上报监管部门前（如需），供应商应事先与西门子医疗沟通上报信息。不得在西门子医疗不知情的情况下上报监管部门。

1.4 Provider shall take appropriate measures to achieve that its subcontractors and Providers shall be bound by obligations similar to the provisions of this Cyber Security and Data Protection Clause.
服务提供方应采取适当的措施以确保其分包商和服务提供方受与本条网络安全和数据保护条款规定的义务类似的义务的约束。

1.5 Upon Siemens Healthineers' request, Provider shall furnish written evidence of its compliance with the clauses in this Addendum including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).
应西门子医疗要求，服务提供方应提供书面证据，包括公认的审计报告（如SSAE-18 SOC 2 Type II），证明其遵守了本附件条款。

1.6 Upon Siemens Healthineers' request, Provider shall, to the extent that it relates to the products and/or services supplied by Provider, assist Siemens Healthineers in fulfilling its statutory and contractual obligations, e.g., assisting Siemens Healthineers in the risk assessment for data cross-border transfer free of charge.
应西门子医疗要求，在与服务提供方提供的产品和/或服务相关的范围内，服务提供方应免费协助西门子医疗履行其法定和合同义务，例如，在跨境数据转移的风险评估中向西门子医疗提供协助。

1.7 Siemens Healthineers has the right to audit the Provider's compliance with Addendum at the Provider's relevant site(s) if Siemens Healthineers has reasonable believe that Provider is not in full compliance with the clauses in this Addendum, upon reasonable prior notice.
若西门子医疗有理由认为供应商未完全遵守本附件条款，西门子医疗有权在合理的事先通知下，在供应商的相关场所对供应商遵守本附件条款的情况进行审计。

1.8 Provider shall fully indemnify Siemens Healthineers and hold Siemens Healthineers harmless from any claims, penalties, damages, etc., incurred due to Provider's failure to comply with the clauses in this Addendum.
服务提供方应就其未能遵守本附件条款而产生的任何索赔、罚款、损害等，充分补偿西门子医疗，并使西门子医疗免受损害。

For avoidance of any doubt, regardless of whether there is any other liability clause elsewhere in this Agreement agreed by Parties, any claims, penalties, damages, etc., related to this Addendum shall not constitute exemption from liability on Provider.
为免疑义，无论在本协议中双方是否约定其他责任条款，与本附件相关的任何索赔、罚款、损害等均不构成服务提供方的免责事项。

2. Supply of Products and/or Services Contain Software, Firmware, Chipsets or Integrated Circuit

提供包含软件、固件、芯片组或集成电路的产品/服务

This Article 2 shall apply to the products and/or services supplied by Provider that contain software, firmware, chipsets or integrated circuit under the Agreement.
如果服务提供方在本协议下提供的产品和/或服务包含软件、固件、芯片组或集成电路，本第 2 条应适用。

2.1 Provider represents and warrants that either (i) the products and/or services it supplies have no data collection function; or (ii) if the products and/or services it supplies have the function of collecting data, the Provider has informed Siemens Healthineers of such data collection function and the scope of the data that will be collected by a written notice. For the purpose of this clause, data includes but not limited to personal information, operation data, business information etc.
服务提供方陈述并保证，或者 1）其所提供的产品和/或服务没有数据收集功能，或者 2）如果其提供的产品和/或服务具有数据收集功能，则服务提供方已经书面通知西门子医疗该数据收集功能，以及所收集的数据的范围。为本条款的目的，数据应包括但不限于个人信息、运营数据、商业信息等。

2.2 Without prejudice to other obligations of Provider hereunder, when supplying products and/or services that contain software, firmware, chipsets or integrated circuit, Provider shall comply with the following requirements:
在不影响服务提供方在本协议下的其他义务的前提下，当服务提供方提供的产品和/或服务包含软件、固件、芯片组或集成电路时，应遵守下述义务：

a. The products and/or services supplied by the Provider shall meet the national and/or industrial standards of the People's Republic of China, if any, and shall comply with all certification and/or inspection requirements if and to the extent applicable. The Provider shall not set any malicious program in the products and/or services it supplies. The Provider shall not set any malicious code in the products and/or services it supplies. Provider shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in the products and/or services which shall be consistent with good industry practice and standards such as ISO/IEC 27001or IEC62443 or Cybersecurity Multi-level Protection Scheme (to the extent applicable).
服务提供方所提供的产品和/或服务应当符合中华人民共和国国家和/或行业标准（如有），并且若适用并在适用的范围内，应符合所有认证和/或检测要求。服务提供方不得在其提供的产品和/或服务中设置恶意程序。服务提供方应执行与良好行业惯例以及例如 ISO/IEC27001 或 IEC62443 或网络安全等级保护制度标准（若适用）一致的适当的标准、流程和方法以避免、识别、评估以及修补任何在产品和/或服务中存在的漏洞、恶意程序和安全事件。

b. Provider shall without undue delay inform Siemens Healthineers of any vulnerability and/or defect in the products and/or services it supplies and shall take actions to remedy such vulnerabilities and/or defects immediately at its own costs. Such notification and remediation obligations shall survive

the expiration of the warranty period and shall exist until Siemens Healthineers notifies the Provider in writing that no such notification or remediation is needed anymore.
服务提供方应当无不正当迟延地告知西门子医疗其所提供的产品和/或服务存在的任何漏洞和/或缺陷，并且应立即自行承担费用采取措施对该漏洞和/或缺陷进行补救。该通知和补救义务在质保期结束后仍然有效，直到西门子医疗书面通知服务提供方此等通知或补救已无必要。

c. Provider shall provide security maintenance services (including but not limited to repair, update, upgrade and provision of patches remedying vulnerabilities) for the products and/or services it supplies within the lifetime of the products and/or services. Such security maintenance services shall be provided free of charge within the warranty period or any other longer period agreed between the parties or required by applicable laws.
服务提供方应当在相关产品和/或服务的生命周期内为其提供的产品和/或服务提供安全维护服务（包括但不限于维修、更新、升级、提供修复漏洞的补丁等）。服务提供方应当在质保期内或双方约定的其他更长期间内，或是适用法律规定的期间内，为其提供的产品和/或服务提供免费的安全维护服务。

d. Provider shall provide to Siemens Healthineers a bill of materials ("SBOM") identifying all third-party software components contained in the products and/or services. The SBOM shall be made available in an agreed machine-readable format with all customary or legally required contents. Third-party software shall be up-to-date at the time of delivery to Siemens Healthineers.

服务提供方应向西门子医疗提供一张材料清单（"SBOM"），列明所有在产品和/或服务中包含的第三方软件组件。材料清单（"SBOM"）应当以商定的机读格式提供，并包含所有惯例或法律要求的内容。第三方软件在交付给西门子医疗时应是最新的。

e. Provider shall grant Siemens Healthineers the right to (but Siemens Healthineers shall not be obliged to) test the products or software components supplied by Provider for malicious code and vulnerabilities at any time, and shall adequately support Siemens Healthineers during this process.
服务提供方应授予西门子医疗（但西门子医疗并无义务）随时对提供的产品或软件组件进行恶意代码和漏洞测试的权利，并且在此过程中向西门子医疗提供充分的支持。

f. Provider shall provide Siemens Healthineers a contact for all information security related issues (available during business hours).
服务提供方应向西门子医疗提供在营业时间内可联系的联系方式，以联系所有信息安全相关的事宜。

g. Provider shall comply with safe, state-of-the-art software development methods including secure coding standards, for example, OWASP standards.

服务提供方应遵守安全、先进的软件开发方法，包括安全编码标准，例如 OWASP 标准。

h. When the products and/or services provided by the Provider shall be certified for Cybersecurity Multi-level Protection Scheme (MLPS) in accordance with the requirements of relevant laws and regulations, 1) if the Provider shall bear the obligation of MLPS, the Provider shall obtain the MLPS certificate in accordance with its statutory obligations, and provide Siemens Healthineers with the evidence; 2) if Siemens Healthineers bears the obligation of MLPS, Provider shall assist Siemens Healthineers in fulfilling its statutory obligations and support Siemens Healthineers for the MLPS filing and assessment free of charge to ensure the products and/or services provided can be certificated with MLPS.
根据相关法律法规要求，当服务提供方提供的产品和/或服务应通过网络安全等级保护认证时，1) 若网络安全等级保护义务由服务提供方承担，服务提供方应根据其法定义务通过网络安全等级保护认证，并向西门子医疗提供相关证明材料；2) 若由西门子医疗承担网络安全等级保护义务，服务提供方应免费协助西门子医疗履行其法定义务，在网络安全等级保护备案及测评中向西门子医疗提供支持，确保提供的产品和/或服务能通过网络安全等级保护认证。

3. Security Review 安全审查

If the products and/or services of Siemens Healthineers and/or Siemens Healthineers' customer are subject to cyber/data security review under Cybersecurity Review Measures and/ or other applicable laws, and if such security review is pertinent to the products and/or services supplied by the Provider hereunder, Provider shall fully cooperate in such inspection and security review at its own costs. Provider shall ensure its sub-suppliers in the supply chain of the products and/or services it supplies fully cooperate in the said inspection and security review without incurring any additional costs to Siemens Healthineers or Siemens Healthineers' customers. Provider undertakes not to take advantage of the provision of products or services to illegally obtain or control user data or illegally control or operate users' equipment and not to interrupt product supply or necessary technical support services without justifiable reasons.
如果根据《网络安全审查办法》和其他适用法律，西门子医疗和/或西门子医疗客户的产品和/或服务应接受网络安全审查或数据安全审查，并且该安全审查与服务提供方在本协议下提供的产品和/或服务有关，服务提供方应当充分配合该等检查和安全审查，并且自行承担相关费用。服务提供方应当确保其产品和/或服务供应链上的次级供应商充分配合该等检查和安全审查，并且不应给西门子医疗及西门子医疗客户造成额外费用。服务提供方承诺不利用提供产品和服务的便利条件非法获取用户数据、非法控制和操纵用户设备，无正当理由不中断产品供应或必要的技术支持服务等。

4. Data Security and Data Protection
数据安全和数据保护

4.1 Provider acknowledges that in order for Provider to supply the products and/or services according to this Agreement, Provider may obtain certain data of Siemens

Healthineers or data subjects and/or share data with Siemens Healthineers, and process the data for Provider's own purposes. Provider hereby represents and warrants to Siemens Healthineers that:
服务提供方承认，为提供本协议下的产品和/或服务，其可能会取得西门子医疗或数据主体的一定数据和/或向西门子医疗分享数据，并为服务提供方自己的目的进行处理。因此，服务提供方在此向西门子医疗声明和保证：

a. When obtaining data from Siemens Healthineers, including receiving any data from Siemens Healthineers or its affiliates or otherwise becoming accessible to any data,
从西门子医疗获取数据（包括从西门子医疗或其关联企业收到或者通过其他方式接触到任何数据）时，

(i) Provider shall deal with all such data in accordance with the applicable laws as well as contractual provisions, and shall use all such data for the sole purpose of and to the necessary extent of performing this Agreement.
服务提供方应按照适用法律的规定及协议约定处理该等数据，并且仅能在必要的限度内将该等数据用于履行本协议的目的。

(ii) Provider shall take proper technical and organizational measures to ensure the security of the data.
服务提供方应采取适当的技术和组织手段以确保数据的安全性。

(iii) As far as so requested by Siemens Healthineers, Provider shall explain in detail how it will handle data transmission, storage and processing. Any further statutory or contractual confidentiality obligations remain unaffected.
只要西门子医疗要求，服务提供方应当详细解释其将如何操作数据传输、存储及处理。任何进一步的法定或协议约定的保密义务均不受影响。

b. When sharing data with Siemens Healthineers, including providing Siemens Healthineers with or giving Siemens Healthineers access to any data,
向西门子医疗分享数据（包括向西门子医疗提供或使西门子医疗可以接触到任何数据）时,

(i) If such data contains personal information, core national data, important data, or other data specially regulated by applicable laws, Provider shall inform Siemens Healthineers by a written notice, so as to enable Siemens Healthineers to deal with such data in a way in compliance with the applicable laws.
如果该等数据包含个人信息、国家核心数据、重要数据或其他受制于适用法律特殊监管的数据，服务提供方应当以书面形式告知西门子医疗，以使西门子医疗可以以符合适用法律的方式处理该等数据。

(ii) Provider is obliged to create the prerequisites required by applicable laws (including but not limited to, to fully notify the data subjects, to obtain explicit consents (including separate consent, when applicable) from the data subjects, to conduct security assessment, to report to

authorities, when applicable), so that Siemens Healthineers and its affiliates may, for the purposes of performing the Agreement and/or other reasonable purposes relating to the Agreement (e.g. project management, customer management, etc.), collect, use, process/entrust a third party to process, transfer to a third party, share with a third party, disclose or transfer abroad the data without any violation of the applicable laws.
服务提供方有义务创设适用法律所要求的先决条件（包括但不限于：向数据主体充分告知、取得数据主体明确同意（包括单独同意，如适用）、安全评估、向有关部门报告，如适用），以使西门子医疗及其关联公司可以为履行本协议之目的和/或其他与本协议相关的合理目的（例如项目管理、客户管理等）收集、使用、处理/委托第三方处理、转移给第三方、与第三方分享、披露或者是向境外传输此等数据，而不违反适用法律。

(iii) Without prejudice to the Provider's intellectual property rights and subject to compliance with applicable law, Siemens Healthineers and its affiliates may for its own business purposes and/or for purposes relating to this Agreement (e.g. project management, customer management etc.), collect, process, use, transfer to third parties, or transmit abroad the data received under this Agreement.
在不损害服务提供方知识产权且遵守适用法律的前提下，西门子医疗及其关联方可为其自身商业目的和/或与本协议相关的目的（例如：项目管理、用户管理等）收集、处理、使用、转移给第三方或向境外传输在本协议项下所收到的数据。

(iv) For the personal information of the contact person of Provider, Siemens Healthineers has formulated a Siemens Healthineers Business Partner Privacy Notice to specify how Siemens Healthineers processes and protects the personal information of the contact person at Siemens Healthineers' customers, suppliers and partners e.g. with regard to the categories of personal information processed, the purposes of the processing (e.g. performing promotion activities and ensuring compliance with Siemens Healthineers Business Partner compliance screening obligations (to prevent white-collar or money laundering crimes) etc.), transfer and disclosure of personal information, retention period, data subject's rights, and data privacy protection contact etc. Provider is obliged to create the prerequisites required by applicable laws (including but not limited to, to fully notify the data subjects, to obtain explicit consents (including separate consent, when applicable) from the data subjects, to conduct safety assessment, to report to authorities, when applicable), so that Siemens Healthineers may process the personal information of the contact person of Provider in a way as specified in the Siemens Healthineers Business Partner Privacy Notice (including any amendment thereof made from time to time) without violating the law. The Siemens Healthineers Business Partner Privacy

Notice can be found by the below link: https://www.siemens-healthineers.cn/siemens-website-privacy-policy.
对于服务提供方联系人的个人信息，西门子医疗已经制定了西门子医疗商业伙伴个人信息保护声明，以规定西门子医疗如何处理及保护西门子医疗客户、服务提供方和合作伙伴的联系人的个人信息，例如关于处理的个人信息的类别、处理的目的（例如进行市场推广活动以及确保遵守（为预防白领犯罪或洗钱而进行的）商业伙伴筛查义务等）、个人信息转移和披露、保留期限、个人信息主体的权利以及个人信息保护联系人等。服务提供方有义务创设适用法律所要求的先决条件（包括但不限于：向数据主体充分告知、取得数据主体明确同意（包括单独同意，如适用）、安全评估、向有关部门报告，如适用），以使西门子医疗可以根据西门子医疗商业伙伴个人信息保护声明（包括之后不时的修改）处理服务提供方联系人的个人信息，而不违反适用法律。西门子医疗商业伙伴个人信息保护声明可通过以下链接获得：https://www.siemens-healthineers.cn/siemens-website-privacy-policy。

(v) Provider warrants that when providing Siemens Healthineers with or giving Siemens Healthineers access to any data, the data to be transferred is complete, accurate and up-to-date and has been encrypted and secured (where applicable).
当服务提供方向西门子医疗提供或使西门子医疗可以接触到个人信息时，服务提供方保证将要传输的个人信息是完整的、准确的和最新的，并且已被加密和安全处理（如适用）。

(vi) The above paragraphs shall apply no matter the provision of or access to data are made upon the request of Siemens Healthineers, or are initiated by Provider.
无论是服务提供方应西门子医疗要求向西门子医疗提供或使西门子医疗接触到数据，或是服务提供方主动提供给西门子医疗或使西门子医疗接触到数据，上述条款都同样适用。

c. Provider shall notify Siemens Healthineers immediately of any complaints of data subjects, objections or requests of a competent supervisory authority, breaches of this clause or provisions of statutory law or in case of a reasonable suspicion of such complaints, requests or violations. Provider shall take remediation actions and measures immediately and shall inform Siemens Healthineers of the remediation actions and measures that are taken without undue delay.
服务提供方应将数据主体的任何投诉、主管监督机构的反对或要求、对本条款或法律条款的违反、或对上述投诉、要求或违反的合理怀疑立即告知西门子医疗。服务提供方应当立即采取补救行为和措施，并且应无不当延迟地通知西门子医疗其采取的补救行为和措施。

d. In case of Siemens Healthineers to conduct a personal information protection impact assessment, the Provider shall assist and cooperate with Siemens

Healthineers and make available to Siemens Healthineers all necessary information to demonstrate the compliance with the obligations under the Cyber Security Laws and Regulations free of charge.
在西门子医疗进行个人信息保护影响评估时，服务提供方应当免费协助并配合西门子医疗，并向西门子医疗提供证明遵守网络安全法律法规规定的义务所必要的所有信息。

e. In the event of termination of this Agreement or upon the request of Siemens Healthineers or the concerned data subjects, Provider shall and instruct all its subcontractors (if so appointed and agreed by Siemens Healthineers in advance) to, erase all data and all its copies provided by Siemens Healthineers and/or data subjects, unless otherwise required by applicable laws.
如本协议终止或经西门子医疗或相关数据主体的要求，服务提供方应当且应当指示其分包商（如果经西门子医疗事先指定和同意）清除其获取的西门子医疗和/或数据主体提供的所有信息及数据的所有副本，除非适用的法律另有要求。

f. Provider shall keep written proof for its fulfilment of the obligations set out under this clause, and make the written proof available to Siemens Healthineers for review upon request.
服务提供方应当保留其完成本条款规定的义务的书面证据，并且若西门子医疗要求，应将该等书面证据提交给西门子医疗审阅。

4.2 Provider shall indemnify Siemens Healthineers and the concerned data subjects for any breach of applicable laws, regulations, this Addendum which renders Siemens Healthineers and the concerned data subjects liable for any costs, fines, claims or expenses, etc., howsoever arising.
服务提供方应当赔偿西门子医疗及相关的数据主体，所有因服务提供方违反法律法规、本附件约定导致西门子医疗及相关的数据主体所遭受的任何成本、罚款、索赔、费用等，无论其如何产生的。

For avoidance of any doubt, regardless of whether there is any other liability clause elsewhere in this Agreement agreed by Parties, any costs, fines, claims, expenses, etc., related to this Addendum shall not constitute exemption from liability on Provider.
为免疑义，无论在本协议中双方是否约定其他责任条款，与本附件相关的任何成本、罚款、索赔、费用等均不构成服务提供方的免责事项。