

**Goods Contract - Supply of Two-Stage Water  
Circulation Industrial Air-Cooled Chiller**

**货物合同 – 两级循环工业风冷式冷水机组的供应**

Between 协议双方

**Karara Mining Ltd** ABN 68 070 871 831

**卡拉拉矿业有限公司**

澳大利亚商业注册号 68 070 871 831

And 与

**[Insert full name of contractor]** ABN ( )

**[填写承包商公司全名]** 澳大利亚商业注册号 ( )

**[Contract No : 2025-1003]**

**[合同号 : 2025-1003]**



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## 1 Definitions and interpretation 定义和解释

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1.1 In this Contract, unless the contrary intention appears:

在本合同中，除非另有说明：

**Affected Party** has the meaning given to that term in clause 10.1.

“受影响方”具有第 10.1 条赋予该术语的含义。

**Background IP** means a Party's Intellectual Property Rights which:

“背景知识产权”是指一方的以下知识产权：

- (a) are in existence at the Earliest Date; or  
在最早日期存在，或
- (b) come into existence after the Earliest Date otherwise than in connection with this Contract.  
在最早日期后存在，与本合同有关的除外。

**Commencement Date** means the date of commencement of this Contract as set out in the Particulars.

“开始日期”是指细节部分中规定的本合同的开始日期。

**Company** means the party named in the Particulars as the Company.

“公司”是指细节部分中指定为公司的一方。

**Company Representative** means the person nominated as such in the Particulars or any replacement person.

“公司代表”是指细节部分中指定为公司代表的人或任何替代人。

**Company Site** means any site or premises which is owned or operated by the Company.

“公司现场”是指公司拥有或经营的任何现场或经营场所。

**Contract** means the contract comprising the Particulars, these Terms and Conditions and any Purchase Orders and Schedules.

“合同”是指包含细节、这些条款和条件以及任何采购订单和附表合同。

**Contractor** means the party named in the Particulars as the Contractor.

“供货商”是指细节部分中指定为供货商的一方。

**Contractor Representative** means the person nominated as such in the Particulars or any replacement person.

“供货商代表”是指细节部分中指定为供货商代表的人或任何替代人。

**Controller** has the meaning given to that term in the Corporations Act.

“控制者”具有《公司法》中赋予该术语的含义。

**Corporations Act** means the *Corporations Act 2001* (Cth).

《公司法》是指《2001 年公司法》（澳大利亚联邦）

**Defect and Defective** mean any aspect of the Goods which is not in accordance with the requirements of this Contract, or any damage, deficiency, fault or inadequacy in design, performance, material, workmanship or quality of the Goods determined by the Company (acting reasonably), having regard to the requirements of this Contract and accepted industry practice.

“缺陷”是指货物的任何方面不符合本合同的要求，或者公司在考虑本合同的要求和公认行业规范后合

理确定的货物的任何损坏、不足、故障或者设计性能、材料、工艺或质量的不充分。

**Documentation** means all documentation which the Contractor is required to prepare, produce or recommend (including any produced by its subcontractors) under this Contract including any MSDS, plans, drawings, reports, models, prototypes, equipment, information and any other data stored or captured by any means.

“文件”是指供货商在本合同下必须编制、制作或建议的所有文件（包括其分包商制作的任何文件），包括任何材料安全数据表、平面图、图纸、报告、模型、原型、设备、信息以及通过任何方式存储或收集的任何其他数据。

**Delivery Date** means the date, as specified in the Particulars on (or by) which the Contractor must deliver the Goods, as brought forward or deferred under this Contract, and if no date is specified, as soon as reasonably practicable. Parts of the Goods (whether the same or different) may have different Delivery Dates.

“交付日期”是指细节部分中规定的、供货商必须按照本合同交付货物的日期（以本合同下的提出或推迟为准），如果没有规定日期，则合理尽快。货物的各个部分（不论是否相同）可能有不同的交付日期。

**Delivery Point** means the place specified in the Particulars that Goods are to be delivered to. Goods (whether the same or different) may have different Delivery Points.

“交货地点”是指细节部分中规定的交付货物的地点。货物（不论是否相同）可能有不同的交付地点。

**Earliest Date** means the earlier of:

“最早日期”是指以下较早的

(a) the date of this Contract; and  
本合同的日期；和

(b) the Commencement Date.  
开始日期。

**End Date** means the date on which this Contract ends as set out in the Particulars.

“结束日期”是指合同明细中所述的合同结束的日期。

**Event of Force Majeure** has the meaning given to that term in clause 10.1.

“不可抗力事件”具有第 10.1 条赋予该术语的含义。

**Goods** means the goods as specified in Schedule 2 and includes any Variations.

“货物”是指附表 2 中规定的货物，包括任何变更。

**GST** means a goods and services tax or any similar tax which is imposed in Australia and has effect during the term of this Contract.

“商品服务税”是指澳大利亚境内征收的、在本合同有效期内有效的货物和服务税或任何类似税收。

**Insolvent** means with respect to a Party, that:

“无力偿债”，对于一方，是指：

(a) it is, or states that it is, insolvent, as defined in the Corporations Act; or

无力偿债或者声称无力偿债的一方，如《公司法》中定义，或

- (b) it has a Controller appointed to any part of its property; or  
其财产的任何部分被指定了控制者，或
- (c) it is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property; or  
该方被接管、接管管理、清算、临时浩览、行政管理或停业清理，或者其财产的任何部分被指定了接管人，或
- (d) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other Party; or  
该方受制于任何法律下的任何债务安排、转让、债务延期偿付或债务和解，获得破产保护或者被解散，为了实施重组或合并的目的除外，前提是在另一方批准的条件具有偿债能力，或
- (e) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 20 Business Days), a resolution passed, a proposal put forward or any other action taken, in each case in connection with that Party, which is preparatory to, or could result in, any of paragraphs (a), (b), (c) or (d) above; or  
提出了申请或下达了命令（如果是申请，该申请在 20 个营业日内没有暂停、取消或拒绝）、通过了决议、提出了提议或者采取了任何其他行动，每一种情况下均与该方有关，而且是作为以上(a)、(b)、(c)或 (d)段的准备或者可能导致以上(a)、(b)、(c)或 (d)段规定的结果，或
- (f) it is taken, under section 459(F)(1) of the Corporations Act, to have failed to comply with a statutory demand; or  
在《公司法》第 459 (F) (1)条下被认定未能遵守法定要求，或
- (g) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act or it makes a statement from which the other Party reasonably deduces it is so subject; or  
该方是《公司法》第 459 (C)(2)(b)条或第 585 条所述事件的对象，或者做出了声明，另一方从该声明中合理推定该方是上述对象，或
- (h) it is otherwise unable to pay its debts when they fall due; or  
该方不能支付到期债务，或
- (i) something having a substantially similar effect to paragraphs (a) to (h) above happens in connection with that Party under the Law of any jurisdiction.

该方在任何司法管辖区域的法律下发生了具有与上述 (a)至 (h)段基本上相似效力的事情

**Intellectual Property Rights** means any right or interest in any patent, design, trademark, copyright, rights in computer software, database rights, circuit layout, trade secrets or rights in confidential information, moral rights or other industrial or intellectual property rights (whether registered or unregistered) and all applications for the same in respect of any invention, information, know-how, process, work, material or method.

“**知识产权**”是指任何专利、设计、商标、版权中的任何权利或权益、计算机软件权利、数据库权利、电路设计、商业秘密或保密信息中的权利、精神权利或其他工业或知识财产权利（不论是否注册）以及有关任何发明、信息、专有知识、工艺、工作、材料或方法的对上述权利的所有申请。

**Invoice** means an invoice or claim submitted by the Contractor in accordance with clause 15.

**“发票”**是指供货商按照第 15 条的规定提交的发票或主张

**Law** means all applicable statutes, statutory instruments, codes of practice, guidance notes, rules or regulation of any government or public authority or body or any other lawfully constituted body having authority over the Contractor or the supply of the Goods whether in force now or at any time in the future, and as amended, extended or re-enacted.

**“法律”**是指所有相关的成文法、法定文书、行为守则、指导说明、对供货商或货物的供应拥有管辖权的任何政府或公共主管部门或机构或者任何其他合法组建的团体的规则或法规，不论现行或者在未来的任何时间生效，以修订、扩展或重新颁布为准。

**MSDS** means materials safety data sheets.

**“MSDS”**是指材料安全数据表。

**Particulars** means the section of this Contract headed “Schedule 1 - Particulars”.

**“细节”**是指本合同的 ' 附表 1 - 细节 ' 部分。

**Parties** means the parties to this Contract specified as the Company and the Contractor in the Particulars.

**“双方”**是指细节部分中规定为公司和供货商的本合同的双方

**Price** means the price payable for the Goods as specified in the Particulars.

**“价格”**是指细节部分中规定的货物的应付价格

**Project IP** means all Intellectual Property Rights (present or future) created, discovered or coming into existence as a result of, for the purposes of or in connection with the supply of the Goods or this Contract (including all Intellectual Property Rights developed by the Contractor in supplying the Goods and any Intellectual Property Rights in any technical materials provided by the Company to the Contractor).

**“项目知识产权”**是指由于、为了或者关于货物供应或本合同而创建、发现或开始存在的所有知识产权（当前或未来）（包括承包商在供应货物中开发的所有知识产权以及公司提供给承包商的任何技术材料中的任何知识产权）。

**Purchase Order** means a document entitled “Purchase Order” which may be issued by the Company to facilitate payment and authorise the supply of the Goods.

**“购买订单”**是指公司为了促进付款和授权货物供应而发出的名为“购买订单”的文件

**Rectification Notice** has the meaning given to that term in clause 13.1.

**“纠正通知”**具有第 13.1 条赋予该术语的含义。

**Rectification Works** has the meaning given to that term in clause 13.2.

**“纠正工程”**具有第 13.2 条赋予该术语的含义。

**Related Body Corporate** has the meaning given to that term in the Corporations Act and, in the case of the Company, shall be deemed to include:

**“相关法人实体”**具有《公司法》中赋予该术语的含义，如果是公司，应视为包括：

- (a) Gindalbie Metals Limited;  
金达必金属有限公司
- (b) Anshan Iron and Steel Group Corporation;  
鞍山钢铁集团公司



- (c) any body corporate controlled by Grindable Metals Limited or Anshan Iron and Steel Group Corporation taking into account the aggregate percentage interests of their respective direct or indirect shareholdings in that body corporate; or  
金达必金属有限公司或鞍山钢铁集团公司控制的任何法人实体（考虑他们各自在该法人实体中的直接或间接持股的总体百分比权益），或
- (d) any body corporate controlling or controlled by that body corporate.  
控制该法人实体或被该法人实体控制的任何法人实体。

For the purposes of this definition, one body corporate controls another when at the relevant time it owns either directly or indirectly not less than 50% of the shares entitled to vote at general meetings of that other body corporate.

为了该定义的目的，一个法人实体控制另一个法人实体的前提是，在相关时间里，该法人实体直接或间接拥有该另一个法人实体不少于 50% 的股份，有权在该另一个法人实体的股东大会上投票

**Special Conditions** means the terms and conditions as specified in Schedule 4.

“**特殊条件**”是指附表 4 中规定的条款和条件。

**Tax Invoice** has the same meaning as in the *A New Tax System (Goods and Services) Tax Act 1999* (Cath).

“**税务发票**”具有《1999 年新税制（商品与服务）税法》（澳大利亚联邦）中规定的含义。

**Taxes** means taxes (including GST), levies, imposts, deductions, charges, withholdings and duties (including stamp and transaction duties), together with any related interest, penalties, fines and other statutory charges.

“**税费**”是指税款（包括商品服务税）、征税、进口税、扣除、收费、预提税和关税（包括印花税和交易税），以及任何相关利息、罚款、处罚和其他法定收费。

**Term** means the period commencing on the Commencement Date and ending on the End Date, or if this Contract is renewed in accordance with clause 2.2, ending on the last day of the last renewal period (subject to earlier termination in accordance with clause 19).

“**有效期**”是指从开始日期开始到完成日期结束的时期，或者如果本合同按照第 2.2 条更新，在最后更新期的最后一天结束的时期（以按照第 19 条的提前终止为前提）。

**Terms and Conditions** means the terms and conditions set out in clauses 1 to 32.

“**条款和条件**”是指第 1 条至 32 条中规定的条款和条件。

**Variation** means any change in the delivery, scope, character, quantity or quality of the Goods.

“**变更**”是指货物的交付、范围、特点、数量或质量的任何变化。

**Warranty Period** means in respect of each supply of Goods the warranty period specified in the Particulars for those Goods.

“**质保期**”是指，关于货物的每次供应，细节部分中对于该货物规定的质保期。

## 1.2 In this Contract unless the contrary appears:

在本合同中，除非另有说明：

- (a) other than a Variation directed pursuant to clause 9, no amendments, changes or modifications to this Contract shall be valid unless put in writing and signed by both Parties;

除按照第 9 条指示的变更外，对本合同的修订、变更或修改只有在双方签署书面文件后方可生效；

- (b) a reference to this Contract or another instrument includes any variation or replacement of either of them;

提到的本合同或其他文书包括其任何变更或替代；

- (c) the singular includes the plural and vice versa;

表示单数的词语包括复数，反之亦然

- (d) the word person includes a firm, a body corporate, an unincorporated association or an authority;

词语“人”包括商号、公司、无法人资格的协会或主管部门

- (e) a reference to a person includes a reference to the person's executives, administrators and successors, and the person's permitted substitutes (including persons taking by novation) and assigns;

提到的人包括该人的经理人、行政管理人和继任者以及允许替代者（包括通过更替而替代的人）和受让人；

- (f) if a period of time is specified and dates from a given day or the day of an actual event, it is to be calculated exclusive of that day;

如果规定了时期而且该时期从特定一天或者实际事件之日开始，则该时期的计算不包括该日

- (g) a reference to a clause is a reference to a clause in this Contract;

提到的条款是指本合同中的条款；

- (h) a reference to a third person or a third party is a reference to a person who is not a party to this Contract;

提到的第三人或第三方是指不是本合同一方的人；

- (i) "includes" in any form is not a word of limitation;

任何形式的“包括”一词是指包括但不限于；

- (j) a reference to "A\$", "\$A", "dollar" or "\$" is a reference to Australian currency; and

提到的“澳元”是指澳大利亚货币；

- (k) references to "day", "month", "quarter" and "year" shall be a calendar day, month, quarter and year.

提到的“日”、“月”、“季度”和“年”应是日历日、月、季度和年。

**1.3 Headings are inserted for convenience only and do not affect the interpretation of this Contract.**

标题仅为了便利而设置，不影响本合同的解释。

## 2 Term 有效期

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- 2.1 This Contract commences on the Commencement Date and unless this contract is renewed in accordance with clause 2.2, ends on the End Date.

本合同从开始日期开始，在完成日期结束，除非按照第 2.2 条更新本合同。

- 2.2 The Company may renew the Contract for the periods specified in the Particulars (if any). If this Contract is to be renewed by the Company, the Company will provide notice to that effect to the Contractor prior to the End Date.

公司可以为了细节部分中规定的时期（如果有）更新本合同。如果公司更新本合同，公司将在完成日期之前向供货商发出相应通知。

- 2.3 The terms and conditions set out in this Contract will continue to apply to any Goods supplied by the Contractor to the Company after the End Date (or if the Company renews the Contract under clause 2.2, the last date of the final renewal period) until a new agreement is signed by both Parties.

本合同中的条款和条件将继续适用于供货商在完成日期（或者如果公司按照第 2.2 条更新本合同，最终更新期的最后一天）后供应给公司的任何货物，直到双方签署新协议。

## 3 Contractor's obligations 供货商的义务

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- 3.1 The Contractor must:

供货商必须：

- (a) supply the Goods in strict accordance with this Contract;  
严格按照本合同供应货物；
- (b) comply with all applicable Laws;  
遵守所有相关法律；
- (c) supply the Goods during the Term and deliver the Goods at its cost to the Delivery Point on or before the Delivery Date;  
在有效期内供应货物并且在交付日期或之前将货物交付到交付地点；
- (d) use all reasonable endeavours to overcome any delays (howsoever caused) to ensure an uninterrupted supply of the Goods to the Company;  
通过所有合理努力克服任何延误（不论其原因），以确保向公司不间断的供应货物；
- (e) when required by the Company, provide MSDS and any other Documentation for each delivery of the Goods; and  
在公司要求时，提供每批货物的材料安全数据表和任何其他文件；
- (f) maintain proper business, accounting, financial and other records reasonably required by the Company.

保存公司合理要求的正确业务、会计、财务和其他记录。

- 3.2 The Contractor must ensure that the Goods:

供货商必须确保货物

- (a) are new and of merchantable quality;  
全新而且具有适销质量

- (b) are suitably packaged and delivered to the Delivery Point without Defect;  
适当包装并且交付到交付地点，无缺陷
- (c) are fit for their intended purpose;  
适合合同中规定
- (d) meet or exceed all relevant industry standards; and  
达到或超过所有相关的行业标准
- (e) comply with all applicable Laws.  
遵守所有相关法律

3.3 If any services are performed by the Contractor in connection with the supply of Goods, the Contractor must perform those services:

如果供货商提供有关货物供应的任何服务，供货商必须按以下方式提供服务

- (a) with the professional care, skill and judgment expected of a contractor performing services of a similar nature to those services and to a high quality consistent with work of a similar nature to those services and using materials that are new and of good quality;  
以提供类似性质的服务的供货商应采用的专业谨慎、技能和判断并且按照与类似性质的服务一致的高质量标准以及采用全新和优质材料提供服务；
- (b) with due diligence and in a thoroughly workmanlike manner to the reasonable satisfaction of the Company;  
按照公司的合理要求，以合理勤勉和彻底专业的方式提供服务；
- (c) in full compliance with all applicable Laws; and  
完全遵守所有相关法律；
- (d) in accordance with the specifications, objectives and performance criteria provided to the Contractor by the Company.  
按照公司提供给供货商的规格、目标和性能标准。

## 4 Contractor's personnel 供货商人员

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4.1 The Contractor must (and must ensure its employees, agents and subcontractors) at all times:

供货商必须（而且必须确保其员工、代理人和分包商）始终：

- (a) work with the Company (and its employees, agents and other contractors) in an efficient and co-ordinated manner;  
与公司（及其员工、代理人和其他承包商）以高效率和协调方式合作；
- (b) deliver the Goods in an efficient, professional and cost effective manner;  
以高效率、专业和成本效益方式交付货物；
- (c) use all reasonable endeavours to overcome any delays (howsoever caused) in delivering the Goods;  
通过所有合理努力克服货物交付中的任何延误（不论其原因）；
- (d) not cause unnecessary detriment, inconvenience or damage to the Company or any third parties;

不给公司或任何第三方造成不必要的损害、妨碍或伤害；

- (e) comply with any guidelines or procedures that the Company may specify in writing including in respect of dealing with residents, the community, action groups or demonstrators; and

遵守公司书面规定的任何指导准则或程序，包括有关应对居民、社区、行动团体或示威游行者的指导准则或程序；

- (f) when visiting any Company Site or the Delivery Point, comply with any safety, security and general site rules as may be specified by the Company (or any third party operator of the Delivery Point).

在走访公司的任何现场或交付地点时，遵守公司（或者交付地点的任何第三方经营者）规定的任何安全、安保和一般现场规章制度。

## **5 Inspection and information 检验和信息**

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### **5.1 The Contractor must immediately notify the Company of:**

供货商必须立即将以下情况告知公司

- (a) any and all matters relating to the Contractor's supply of the Goods of which it becomes aware which could have a material impact on:

其知晓的有关供货商供应货物、会对以下方面产生重大影响的所有事宜

- (i) its ability to supply or deliver the Goods; or

供货商供应或交付货物的能力；或

- (ii) the quality of the Goods to be supplied; and

供应的货物的质量；

- (b) any breach by the Contractor or any of its subcontractors of any obligation under this Contract.

供货商或其任何分包商违反本合同下的任何义务。

### **5.2 The Contractor must within 7 days of a request by the Company:**

供货商必须在公司提出请求后的 7 天内：

- (a) give the Company such reports on the supply of the Goods as the Company reasonably requests;

向公司提供公司合理请求的货物供应报告；

- (b) give the Company access to any records the Contractor is required to keep under this Contract; and

允许公司使用供货商在本合同下必须保存的任何记录；

- (c) provide the Company with such other information as may be required to verify a payment claim.

向公司提供必要的其他信息，以验证付款要求。

### **5.3 The Contractor must within 3 days of a request by the Company:**

供货商必须在公司提出请求后的 3 天内：

- (a) provide the Company with evidence of its compliance with its environmental and occupational health and safety obligations under this Contract; and

向公司提供其遵守本合同下的环境和职业健康与安全义务的证据；

- (b) produce evidence of any authorisation, permit or licence that the Contractor is required to hold to supply the Goods under this Contract.

出示供货商在本合同下供应货物所需的任何授权、许可或许可证的证据。

- 5.4 The Contractor agrees to permit the Company Representative, at any reasonable time, to enter any part of a site at which the Contractor is manufacturing, modifying, assembling, storing or supplying the Goods to audit, inspect or otherwise observe the systems of work practices and procedures in relation to the Goods, including the use of any plant and equipment.

供货商同意允许公司代表在合理时间进入供货商正在制造、改造、组装、存储或供应货物的现场的任何部分，以审计、检验或观察与货物有关的工作规范和程序体系，包括任何工厂和设备的使用。

- 5.5 The Contractor must give the Company reasonable notice of the anticipated date of delivery of the Goods.

供货商必须向公司发出货物交付的预期日期的合理通知。

## 6 Representatives 代表

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- 6.1 The Company must appoint, and may replace, an employee or officer as the Company Representative who shall have authority to act for and on behalf of the Company.

公司必须指定（而且可以替换）一名员工或高级职员作为公司代表，公司代表应有权代表公司行事。

- 6.2 The Contractor must appoint and, subject to obtaining the prior written approval of the Company (such approval not to be unreasonably withheld) may replace, an employee or officer as the Contractor Representative who shall have authority to act for and on behalf of the Contractor.

供货商必须任命，且在获得公司的事先书面批准前提下（此种批准不得无理由被扣留）可以替换一名员工或高级职员作为供货商代表，供货商代表应有权代表供货商行事。

- 6.3 The Company Representative and the Contractor Representative shall have no authority to make amendments, add to, omit from or change the Contract or to waive any of the rights, obligations and liabilities of the Company or the Contractor, other than as set out in clause 9 in respect of the Company Representative.

公司代表和供货商代表应无权修订、补充、缩减或变更本合同、放弃公司或供货商的任何权利、义务和责任，第9条中有关公司代表的规定除外。

## 7 Insurance 保险

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- 7.1 Unless otherwise specified in the Particulars, the Contractor must at its own expense procure and maintain the following insurances with reputable insurers and on policy forms reasonably acceptable to the Company:

除非细节部分中另有规定，供货商必须自费从知名保险商获得并且保持以下保险，而且保险单的形式可以被公司合理接受：

- (a) from the Commencement Date until the expiry of the last Warranty Period, workers' compensation (including occupational disease where required by Law) and employer's indemnity insurance which complies with the relevant Laws covering all claims and liabilities under any statute and at common law with a sum insured of not less than the amount specified in the Particulars, in respect of any one event (where applicable) for the death of or injury to:

从开始日期，直到最后质保期到期，符合相关法律法规的工人伤残赔偿保险（包括依法要求的职业病）和雇主赔偿险，涵盖任何成文法和普通法下的所有索赔和责任，保险金额不小于细节部分中规定的金额，关于任何一次事件（如果适用），而且对于以下人的伤亡：

- (i) any person employed by the Contractor in connection with this Contract; and

供货商有关本合同而聘用的任何人



- (ii) any person who is a worker of the Contractor or in connection with this Contract and who may be deemed under statute to be a worker of the Company.

供货商的任何工人，或者与本合同有关的、在成文法下可以视为公司工人的任何人

The Contractor's workers' compensation insurance shall be endorsed to include a principal's indemnity extension for statutory benefits and common law to insure the Company for any liability it may incur in respect of injury to any worker employed by the Contractor, arising by virtue of any applicable statute or at common law. The Company shall be named as the 'principal', and the insurance shall include a waiver of subrogation clause in which the insurer agrees to waive all rights of subrogation or action against the Company;

供货商的工人伤残赔偿险应予被认可的，以包含为了法定福利和普通法的委托人赔偿扩展，从而使得公司免于受到在供货商聘用的任何工人的伤害方面可能发生的任何责任（由于相关成文法或普通法而发生）。公司应被指定为“委托人”，保险应包括放弃代位求偿条款，保险商在此种条款中同意放弃针对公司的所有代位求偿权或诉讼权利；

- (b) from the Commencement Date until the expiry of the last Warranty Period, motor vehicle insurance covering all mechanically propelled vehicles that are registered, or capable of being registered, for road use and are at any time used in connection with this Contract, including:

从开始日期到最后质保期到期，机动车险，涵盖为了公路使用而注册或者能够注册的所有机械推进车辆，而且此种车辆在任何时间都用于本合同，包括：

- (i) insurance that is compulsory under applicable Laws governing the use of motor vehicles or other registered, or registrable, vehicles and liability for personal injury or death; and
- 管辖机动车或其他注册或可注册车辆的使用以及人身伤亡责任的相关法律下的强制保险；
- (ii) liability insurance for third party property damage and personal injury or death for not less than the amount specified in the Particulars in respect of a single occurrence.

第三方财产损失和人身伤亡责任险，保险金额不低于细节部分规定的有关一次事故的金額。

The Contractor's motor vehicle insurance policies shall endorse the Company as an additional insured and shall include a cross liability clause and a waiver of subrogation in which the insurer agrees to waive all rights of subrogation or action against the Company;

供货商的机动车保险应当支持公司作为额外的保险，包括交叉责任条款和放弃代位求偿权的，保险人同意放弃所有权利的行使或对该公司采取行动；

- (c) from the Commencement Date until the expiry of the last Warranty Period, to the extent that a major component of the Goods will be imported by the Contractor into Australia, a marine cargo insurance policy including ocean marine cargo insurance which covers the Contractor's property to be provided in connection with this Contract against the risks of loss, damage or destruction whilst transported to Australia. The Contractor's marine cargo insurance policy shall name the Company as 'principal';

从开始日期直到最后质保期到期，如果货物的主要部分将由供应商进口到澳大利亚，海运保险单，包括涵盖与本合同有关而提供的供货商财产的海运保险，以防止在运往澳大利亚期间的损失、损坏或损毁风险。供货商的海运保险单应注明公司的权益。

- (d) from the Commencement Date until the expiry of the last Warranty Period, insurance covering all loss and damage to the Contractor's plant and equipment used in connection with this Contract

and such policy shall endorse the Company as an additional insured and shall include a cross liability clause and a waiver of subrogation in which the insurer agrees to waive all rights of subrogation or action against the Company; and

生效日期直到最后保修期期满，保险覆盖所有的损失和损害承包商的厂房和设备用于与本合同有关和等政策应当支持公司额外的保险，包括交叉责任条款和放弃代位求偿权的，保险人同意放弃所有权利的行使或对该公司采取行动；和

- (e) from the Commencement Date until the expiry of the last Warranty Period, public and products liability insurance in a broadform occurrence wording (extended to include underground works, if applicable) for liability arising from or in connection with the performance of this Contract, for loss or damage to property and the death of or injury to any person (other than persons employed by the Contractor) with a sum insured of not less than the amount specified in the Particulars, in respect of a single occurrence for all occurrences during the period of insurance which includes:

从开始日期到最后质保期到期，采用广泛事件措辞的公共和产品责任险（扩展至包括地下工程，如果适用）。用于因为或关于本合同的履行而发生的责任、财产损失或损坏以及人员伤亡（供货商聘用的人除外），保险金额不低于细节部分中对于一次事件规定的金额，适用于保险期间的所有事件，包括：

- (i) all activities arising out of or in connection with this Contract; and

因为或关于本合同而发生的所有活动

- (ii) liability arising out of the use of vehicles, registered or otherwise, in connection with this Contract except to the extent that such liability is indemnifiable under the insurance taken out in accordance with clause 7.1(b) and/or clause 7.1(d).

车辆（不论是否注册）与本合同有关的使用而导致的责任，除非此种责任在按照第 7.1(b)和/或 7.1(c)条购买的保险下可以赔偿。

- 7.2 The Contractor must procure that each of its major subcontractors (if any) takes out and maintains similar insurances to the insurance types referred to under clause 7.1 for the period specified in clause 7.1 and for appropriate amounts.

供货商必须尽可能确保其每一个主要分包商（如果有）按照第 7.1 条提到的保险类型以及为了第 7.1 条规定的时期和适当的金额购买和保持类似保险。

- 7.3 In addition to the requirement under clause 7.1, the Contractor may, at its own discretion and cost, which cost shall not be reimbursable by the Company to the Contractor under the Contract, effect insurance against any risk for which it may become liable as a result of the Contract. The Contractor must notify the Company in writing within 7 days of effecting any additional insurance.

除了第 7.1 条下的要求外，供货商还可以自行决定针对其因为合同而可能遭受的任何风险购买保险，费用由供货商承担，公司不应在本合同下向供货商偿付此种费用。供货商必须在购买任何额外保险后的 7 天内书面告知公司。

- 7.4 On or before the Commencement Date, the Contractor shall satisfy the Company that each of the insurances it is required to procure and maintain under clause 7.1 is current by providing the Company with certificates of currency in a form acceptable to the Company.

在开始日期或之前，供货商应通过提供时效证明书的方式向公司证明，第 7.1 条下要求其购买和保持的每一项保险都处于最新状态。

- 7.5 If the Contractor fails to provide certificates of currency under clause 7.4, then without prejudice to its other rights or remedies, the Company may:

如果供货商未能提供第 7.4 条下的时效证明书，不损害公司的其他权利或补救，公司可以：



- (a) procure the relevant insurances on behalf of the Contractor and the cost thereof shall be moneys due and payable from the Contractor to the Company; and/or

代表供货商购买相关保险，而且其成本应由供货商到期支付公司；和/或

- (b) refuse:

拒绝：

- (i) the Contractor access to any Company Site; and/or

供货商访问任何公司现场，和/或

- (ii) payment of any moneys due under the Contract,

支付合同下的任何到期款项，

until such evidence is produced by the Contractor.

直到供货商出示此种证据。

- 7.6 The Contractor must not do or omit to do or pursue any act or allow any omission or permit or suffer any circumstance by which the insurances required to be procured and maintained by the Contractor under clause 7.1 may at any time become void or voidable, and the Contractor must at all times and at its own expense comply with the conditions of the insurance policies and the requirements of the insurers so as to prevent the invalidation of the insurance policies or the prejudice of the rights of any of the insured under the insurance policies.

供货商不得实施或忽略实施或者寻求任何行为，或者允许忽略或允许或遭受任何情况，从而使供货商在第 7.1 条下必须购买和保持的保险在任何时间变得失效或可作废，供货商必须始终自费遵守保险单的条件以及保险公司的要求，从而防止保险单失效或者任何被保险人在保险单下的权利受到损害。

- 7.7 The effecting and keeping in force of any insurance by the Company or the Contractor will not in any way limit the obligations or responsibilities of the Contractor under the Contract, at law or otherwise.

公司或供货商购买和保持任何保险的行为不会以任何方式限制供货商在合同、法律或其他方面下的义务或责任。

- 7.8 The Contractor shall obtain agreement from its insurers of the insurances it is required to procure and maintain under clause 7.1 that such insurances are primary to any insurances taken out or maintained by the Company, and that no Company insurances will be called into contribution by the Contractor's insurers.

供货商应从第 7.1 条下要求其购买和保持保险的保险人获得如下同意：此种保险是公司购买或保持的任何保险的优先保险，而且供货商的保险人不会要求公司保险成为分摊保险。

- 7.9 If the insurances referred to in clause 7.1 are subject to the application of any deductibles, the Contractor shall declare the amount of the deductibles to the Company, and in the event of a loss, the Contractor shall pay the deductibles amount and such amounts paid shall not be reimbursable by the Company to the Contractor under the Contract.

如果第 7.1 条提到的保险以任何绝对免赔额的适用为前提，供货商应向公司声明绝对免赔额的金额，如果发生损失，供货商应支付绝对免赔额的金额，该支付金额不应由公司在本合同下偿付给供货商，除非公司或其员工、代理人或其他供货商因为自身行为或疏忽而导致或促成产生索赔的损失或损害。

- 7.10 The Contractor shall, as soon as practicable, inform the Company in writing of any occurrence in connection with the Contract that may give rise to a claim under an insurance policy procured and maintained by the Contractor under clause 7.1 and shall keep the Company informed of subsequent developments concerning the claim. The Contractor shall ensure that its agents and subcontractors (if any) keep the Company similarly informed in respect of their operations.

供货商应将有关本合同的、可能导致供货商在第 7.1 条下购买和保持的保险单下的索赔的任何事件尽快书面告知公司，而且应将有关索赔的随后进展随时告知公司。供货商应确保其代理人和分包商（如果有）在其业务方面以类似方式随时告知公司。

## **8 Environment and health & safety 环境、健康和安全**

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- 8.1 Without limiting the generality of clause 3.1(b), the Contractor must, when delivering any of the Goods to any Company Site, comply with, and ensure that its employees, agents and subcontractors comply with:
- 不限制第 3.1(b)条的一般性，供货商在向任何公司现场交付任何货物时，必须遵守并且确保其员工、代理人和分包商也遵守：
- (a) all applicable environmental and occupational health and safety Laws which apply to the Goods;  
适用于货物的所有相关环境和职业健康与安全法律；
  - (b) all safety, health and environmental guidelines, rules and procedures, provided to the Contractor by the Company in relation to that Company Site; and  
公司提供给供货商的有关公司现场的所有安全、健康和环境指南、规则和程序；
  - (c) any induction requirements in relation to that Company Site advised by the Company.  
与公司告知的公司现场有关的任何入职要求。
- 8.2 The Contractor must clean up and remove, at its cost, pollutants, contaminants or any other waste on any premises caused or contributed to by the Contractor (or its subcontractors) arising out of the supply of the Goods.
- 供货商必须自费清理和消除其（或其分包商）因为货物供应而造成或贡献的任何经营场所上的污染物或任何其他废物。

## **9 Variations 变更**

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- 9.1 The Company or the Company Representative may by notice direct the Contractor to perform a Variation.
- 公司或公司代表可以通过通知而指示供货商实施变更。
- 9.2 Before the Contractor carries out a Variation under clause 9.1 it must:
- 在供货商按照第 9.1 条实施变更之前，它必须：
- (a) provide the Company with a reasonable estimate of the impact on the Price and/or the Delivery Date of such a Variation; and  
向公司提供此种变更对价格和/或交付日期的影响的合理估计；
  - (b) when requested by the Company, provide evidence supporting the estimate.  
在公司请求时，提供证明此种估计的证据。
- 9.3 No Variation issued in accordance with this Contract shall vitiate or invalidate this Contract.
- 按照本合同发出的变更不应损害本合同或导致本合同失效。
- 9.4 A Variation may involve the omission of any part or parts of the Goods and the Contractor acknowledges and agrees that the Company may engage others to carry out that part or parts so omitted. The Contractor further acknowledges that any one or more omission will not constitute a basis to allege that the Company has repudiated this Contract notwithstanding the extent or timing of the Variation. The Contractor is not entitled to any payment in respect of loss of profit or overheads for the omitted part or parts of the Goods.

变更可能涉及到货物的任何部分的忽略，供货商承认并且同意，公司可以聘请其他人实施如此忽略的部分。供货商进一步承认，无论变更的程度或时机如何，任何一次或多次忽略不会构成指控公司作废本合同的依据。供货商无权就货物的忽略部分获得利润损失或管理费方面的任何付款。

- 9.5 If a Variation results in a reduction of the time required for the supply of the Goods, the Company or the Company Representative may determine a reasonable reduction and revise the Delivery Date by notice to the Contractor.

如果变更导致货物供应所需时间的缩短，公司或公司代表可以确定合理的缩短期并且通过向供货商发出通知而修订交付日期。

- 9.6 The rate or price for each Variation must be determined by:

每次变更的费率或价格必须通过以下方式确定：

- (a) the rates or prices detailed in this Contract;  
本合同中详述的费率或价格；
- (b) agreement between the Parties; or  
双方的协议；或
- (c) where no agreement can be reached, a fair and reasonable rate or price must be determined by the Company, in that descending order of precedence.

如果不能达成协议，公司必须以优先级的降序确定公平合理的费率或价格

- 9.7 The Contractor is not entitled to any payment (pursuant to this Contract or otherwise at common law or equity) in relation to any Variation unless:

供货商无权获得有关任何变更的付款（按照本合同或者普通法或衡平法），除非

- (a) it is a Variation pursuant to clause 9.1; and  
变更是按照第 9.1 条做出的变更
- (b) the Contractor has complied with clause 9.2.

供货商遵守了第 9.2 条

## 10 Event of Force Majeure 不可抗力事件

- 10.1 **Event of Force Majeure** means any event or circumstance beyond the reasonable control of the affected party ("**Affected Party**"), which the Affected Party is unable to prevent or overcome and which causes or results in failure or delay in the performance by the Affected Party of any of its obligations in this Contract, including the following if they meet the above qualifications:

**不可抗力事件**是指超出受影响方（“**受影响方**”）的合理控制范围的任何事件或情况，受影响方不能防止或克服此种事件或情况，而且此种事件或情况导致受影响方未能履行或延误履行本合同下的任何义务，包括符合上述条件的以下事件：

- (a) an act of God, lightning strike, earthquake, flood, drought, storm, cyclone, explosion, fire and any natural disaster (other than adverse weather, even if severe);  
天灾、闪电、地震、洪水、旱灾、风暴、旋风、爆炸、火灾和任何自然灾害（不利天气除外，即使是恶劣天气）；
- (b) expropriation or confiscation;

征用或没收；

- (c) an act of war, act of public enemies, terrorism, riot, civil commotion, malicious damage, sabotage and revolution;

战争、公敌行为、恐怖主义、暴乱、民变、恶意破坏、阴谋破坏和革命；

- (d) strikes, lockouts or industrial and/or labour disputes, work bans, blockades or picketing; or

罢工、停工和工业和/或劳动纠纷、工作禁令、封锁或纠察，或

- (e) a combination of the events listed in paragraphs (a) to (d).

以上(a)至(d)段列出的事件的结合。

10.2 An Event of Force Majeure does not include:

不可抗力事件不包括：

- (a) breakdown or damage caused to any item or equipment used by the Contractor or its employees, agents or subcontractors; or

供货商或其员工、代理人或分包商使用的任何物品或设备发生故障或损坏，或

- (b) strikes, lockouts, industrial and/or labour disputes, work bans, blockades or picketing affecting only the Affected Party, its subcontractors or any Related Body Corporate.

只影响受影响方或其分包商或任何相关法人实体的罢工、停工和工业和 / 或劳动纠纷、工作禁令、封锁或纠察。

10.3 Neither the Company nor the Contractor shall be responsible for any failure to comply with any obligation under this Contract if and to the extent that performance of that obligation has been prevented by an Event of Force Majeure which has been notified in accordance with clause 10.4. The Affected Party shall use its best endeavours to mitigate, avoid, circumvent or overcome the effects of any Event of Force Majeure.

公司和供货商都不应对未能履行本合同下的任何义务负责，前提是该义务的履行被按照第 10.4 条告知的不可抗力事件妨碍。受影响方应竭尽全力减轻、避免、规避或克服任何不可抗力事件的影响。

10.4 On the occurrence of any Event of Force Majeure the Affected Party shall notify the other Party in writing of the occurrence of the Event of Force Majeure and the circumstances resulting or arising from it within a reasonable time after the occurrence of the Event of Force Majeure. The notice must give:

发生任何不可抗力事件后，受影响方应在不可抗力事件发生后的合理时间内将不可抗力事件的发生及其导致的后果书面告知另一方。通知必须说明：

- (a) details of the Event of Force Majeure;

不可抗力事件的细节；

- (b) details of the Affected Party's obligations under this Contract which are affected;

受影响方在本合同下受到影响的义务的细节；

- (c) details of the action that the Affected Party has taken and proposes to take to mitigate, avoid, circumvent or overcome the effects of the Event of Force Majeure; and

受影响方为了减轻、避免、规避或克服不可抗力事件的影响而已经采取并且提议采取的行动的细节；

- (d) an estimate of the time during which the Affected Party will be unable to carry out the affected obligations due to the Event of Force Majeure.

受影响方因为不可抗力事件而不能履行受影响义务的时期的估计。

- 10.5 The Affected Party must keep the other Party informed (not less than weekly) of the action being taken to mitigate, avoid, circumvent or overcome the effect of the Event of Force Majeure upon the performance of the Affected Party's obligations under this Contract and of an estimate of the duration of any delays.

受影响方必须将正在采取的减轻、避免、规避或克服不可抗力事件对其在本合同下的义务的影响的行动以及任何延误的估计持续时间随时告知另一方（不少于每周一次）。

- 10.6 When the effect of the Event of Force Majeure on the Affected Party's obligations ceases, the Affected Party must recommence performance of all its obligations under the Contract as soon as practicable.

如果不可抗力事件对受影响方的义务的影响停止，受影响方必须尽快重新开始履行其在本合同下的所有义务。

- 10.7 The occurrence of an Event of Force Majeure will not in any way entitle the Affected Party or the other Party to any payment, damages or compensation from the other Party or the Affected Party (as the case may be).

不可抗力事件的发生不会以任何方式使得受影响方或另一方有权从另一方或受影响方（视具体情况而定）获得任何付款、损害赔偿或补偿。

- 10.8 This clause 10 does not apply to the obligation to pay money.

该第 10 条不适用于付款义务。

- 10.9 If any Event of Force Majeure continues for a consecutive period of more than 4 months, then either Party may in its absolute discretion terminate this Contract on 14 days' written notice.

如果不可抗力事件持续超过 4 个月的连续时期，则任何一方都可以自行决定通过提前 14 天的书面通知而终止本合同。

## 11 Title and risk 所有权和风险

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- 11.1 Title in the Goods will pass from the Contractor to the Company upon the earlier of acceptance of the Goods by the Company under clause 12.4 or payment for the Goods by the Company under clause 15.

所有权将在公司按照第 12.4 条接受货物或者按照第 15 条支付货款（以较早发生者为准）后从供货商转移给公司。

- 11.2 Risk in the Goods remains with the Contractor until the Company takes delivery of the Goods at the Delivery Point.

供货商在公司从交付地点提货之前始终承担货物风险。

## 12 Acceptance and rejection of Goods 货物和接受和拒绝

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- 12.1 The Company has the right to reject all or any of the Goods supplied to the Company if:

在以下情况下，公司有权拒绝供应给公司的任何或所有货物：

- (a) the Company determines that the Goods are Defective; and

公司确定货物有缺陷；和

- (b) the Goods have not been accepted in accordance with clause 12.4.

货物按照第 12.4 条的规定没有被接受。

- 12.2 To the extent that the Company rejects all or any Goods under clause 12.1:

如果公司在第 12.1 条下拒绝所有或任何货物：

- (a) the Contractor's obligation to supply those Goods will be treated as not being satisfied;  
供货商的货物供应义务应视为未履行；
- (b) title and risk in the rejected Goods will remain with, or revert to, the Contractor;  
拒收货物的所有权和风险将始终属于供货商或归还给供货商；
- (c) the Contractor must not replace the rejected Goods unless it receives instructions from the Company to do so;  
供货商不得替换被拒货物，除非它收到公司的替换指示；
- (d) any monies paid by the Company to the Contractor in respect of rejected Goods prior to their being rejected must be repaid immediately; and  
公司在被拒货物被拒绝之前向供货商支付的任何款项必须立即偿还；和
- (e) the Contractor must collect the Goods at its own cost and at a time convenient to the Company.  
供货商必须自费并且在公司便利的时间收回货物。

- 12.3 All monies paid by the Company to the Contractor prior to inspection and acceptance of the Goods will be deemed to have been paid on account and conditional upon, and subject to, the Goods being free of any Defect and acceptance of the Goods.

公司在货物验收之前支付给供货商的所有款项将视为已经被支付的前提是，货物不存在任何缺陷而且货物被公司接受。

- 12.4 Without limiting the Company's rights under clause 13, the Company will have accepted the Goods on the earlier of the time when:

不限制公司在第 13 条下的权利，公司将在以下较早发生的时间接受了货物：

- (a) the Company has had a reasonable opportunity to examine the Goods after receipt and has not rejected the Goods under clause 12.1; and  
公司有合理的机会在收到货物后对货物进行检验，并且根据第 12.1 条没有拒绝货物；和
- (b) the Company indicates to the Contractor in writing that the Company accepts the Goods.  
公司以书面形式向承包商表明公司接受货物。

## 13 Defects 缺陷

- 13.1 In addition to the Company's rights under clause 12 to reject the Goods, if during the Warranty Period in respect of any Goods supplied by the Contractor to the Company, the Goods contain any Defects then the Company may issue a written notice to the Contractor stating the Defects in the Goods and may state a reasonable time in which the Contractor must rectify those Defects ("**Rectification Notice**").

除了公司在第 12 条下的拒收货物权利之外，如果在有关供货商供应给公司的任何货物的质保期内，货物存在任何缺陷，公司还可以向供货商发出书面通知，说明货物缺陷，而且可以规定供货商必须纠正缺陷的合理期限（“**纠正通知**”）。

- 13.2 Upon receipt of a Rectification Notice, the Contractor shall promptly rectify and make good any such Defects at its cost within any reasonable time period stipulated in the Rectification Notice ("**Rectification Works**").



在收到纠正通知后，供货商应在纠正通知规定的合理期限内立即自费纠正任何此种缺陷（“纠正工程”）。

- 13.3 If Rectification Works are not completed within the time period stipulated in a Rectification Notice (or, if no time is stated in the Rectification Notice, then within a reasonable time) the Company may have the Defects rectified and made good by a third party of the Company's choice and the costs incurred by the Company in rectifying and making good the Defects shall be paid by the Contractor to the Company on demand.

如果在纠正通知规定的期限内（或者如果纠正通知没有规定期限，则在合理时间内）没有完成纠正工程，公司可以通过自行选择的第三方纠正和弥补缺陷，公司在缺陷纠正和弥补中发生的直接成本应由供货商在公司提出要求后立即支付给公司。

- 13.4 Nothing in this clause 13 limits any other rights or remedies the Company may have in relation to any Defects in the Goods and this clause 13 shall survive termination of this Contract.

该第 13 条不限制公司在货物缺陷方面拥有的任何其他权利或补救，该第 13 条应在本合同终止后继续有效。

## 14 Price 价格

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- 14.1 The Company must pay the Price to the Contractor in accordance with clause 15.

公司必须按照第 15 条向供货商支付价款。

- 14.2 The Price is as specified in the Particulars and is exclusive of GST, but includes:

价格以细节部分中规定的为准，不包括商品服务税，但是包括：

- (a) all Taxes (other than GST);  
所有税款（除商品服务税以外）
- (b) the Contractor's compliance with its obligations under this Contract;  
供货商履行本合同下的义务；
- (c) the cost of miscellaneous items of a kind which are commonly used or supplied in connection with the Goods;  
与货物有关而通常使用或供应的杂项成本；
- (d) the cost of any services performed by the Contractor in accordance with clause 3.3; and  
供货商按照第 3.3 条提供的任何服务的成本；
- (e) the Contractor's costs to rectify Defects, and the Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the Price.  
供货商的缺陷纠正成本，而且供货商被视为对价格的正确性和充分性满意。

- 14.3 The Price:

价格：

- (a) shall not be varied except in accordance with this Contract; and  
不应变更，除非按照本合同变更；
- (b) is not subject to escalation or any rise or fall unless specified in the Particulars.

不应提高或降低，除非细节部分中另有规定。

- 14.4 The Contractor is responsible for the payment of all Taxes in a prompt and timely manner and must indemnify the Company against all Taxes arising from, without limitation:

供货商负责立即及时支付所有税费，并且必须赔偿公司因为（但不限于）以下方面而发生的所有税费：

(a) its engagement; or

供货商聘用，或

(b) it, or any of its employees, being deemed to be the Company's employees for the purposes of any Commonwealth or State law.

供货商或其任何员工被澳大利亚联邦或州法律视为公司的员工。

- 14.5 If GST is imposed on any supply made under this Contract by one Party ("the supplying party") to another Party ("the receiving party") and the consideration payable or to be provided for the supply under any other clause in this Contract is not expressed to be inclusive of GST, the receiving party must pay, in addition to and at the same time as any GST exclusive consideration is payable or to be provided for the supply, an additional amount calculated by multiplying the value of that GST exclusive consideration (without deduction or set off) by the prevailing GST rate.

如果对本合同下的一方（“供货方”）向另一方（“接收方”）做出的供应征收货物和服务税，而且本合同中的任何条款下对于供应的应付对价没有明确规定包括商品服务税，则接收方必须在对于该供应规定的应支付的任何商品服务税除外对价之外并且在该对价的支付同时，支付额外金额，该金额为商品服务税除外对价的价值（无扣除或抵消）乘以通行的商品服务税率。

- 14.6 The receiving party is not required to pay any amount of GST to the supplying party unless the supplying party has made demand for payment by means of a Tax Invoice.

接收方无需向供货方支付任何商品服务税金额，除非供货方通过税务发票提出付款要求。

- 14.7 If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at Law by the supplying party in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

如果供货方从接收方收回的商品服务税金额不同于供货方在法律下应支付的关于供应的商品服务税金额，则接收方应支付给供货方的金额将相应调整。

- 14.8 Where one Party ("payer") is liable to reimburse another Party ("payee") for any expenditure incurred by the payee ("Expenditure"), the amount reimbursed by the payer shall be the GST exclusive Expenditure plus any GST payable by the payer to the payee pursuant to clause 14.5.

如果一方（“付款人”）负责向另一方（“收款人”）偿付收款人发生的任何费用支出（“费用支出”），付款人偿付的金额应为不包括商品服务税的费用支出，加上付款人按照第 14.5 条应支付给收款人的任何商品服务税。

## 15 Invoice and payment 发票和付款

- 15.1 Upon delivery of the Goods under this Contract, or where the duration of the supply of Goods exceeds 1 month, at the end of each month, the Contractor must provide to the Company an Invoice for payment of Goods delivered, and which must:

在本合同下的货物交付后，或者如果货物的供应期超过 1 个月，在每个月末时，供货商必须向公司提供交付货物的付款发票，该发票必须：

(a) be in **Australian dollars;**



采用澳元：

- (b) include a detailed description of the Goods delivered by the Contractor, including the quantity of Goods and the period during which the Goods were delivered;

详细描述供货商交付的货物，包括货物数量以及货物交付时期；

- (c) include the Price relating to the Goods, broken down to reflect various Price components (if any);

包括与货物有关的分类价格，以反映价格的组成部分（如果有）；

- (d) include reference to this Contract and the relevant Purchase Order (if any); and

提到本合同以及相关购买订单（如果有）；

- (e) where GST is payable, be a Tax Invoice.

如果应支付商品服务税，必须是税务发票。

- 15.2 The Contractor must, if requested by the Company, provide the Company with all applicable records to assist the Company to calculate and verify the amount set out in the Invoice.

供货商必须在公司请求时向公司提供所有相关记录，以协助公司计算和验证发票中列出的金额。

- 15.3 The Company may reject any Invoice, or part of an Invoice, where relevant supporting documentation is not provided.

如果不提供相关证明文件，公司可以拒收任何发票或其部分。

- 15.4 Subject to the Company's rights under clause 15.5, the Company must make payment within 40 days after the end of the month in which an approved Invoice is received by the Company.

以公司在第 15.5 条下的权利为前提，公司必须在公司收到批准发票当月结束后的 40 天内付款

- 15.5 Without prejudice to any other rights, the Company may deduct from any moneys which may be, or become, payable to the Contractor under this Contract (including security), any money which may be or becomes payable from the Contractor to the Company under this Contract. Nothing in this clause affects the Company's rights to recover from the Contractor the whole of the debt or any balance that remains owing after any such deduction.

不损害任何其他权利，公司可以从本合同下应付给供货商的款项（包括押金）中扣除供货商在本合同下应付给公司的任何款项。本条款的规定不影响公司从供货商收回全部债务或在此种扣除后仍未支付的任何余额的权利。

## 16 Confidentiality 保密

- 16.1 Each Party undertakes that it will not disclose to any person any confidential information of or relating to the other Party made available to the first Party as a result of this Contract or the negotiations preceding this Contract, including the terms of this Contract.

每一方承诺，它不会向任何人披露因为本合同或者本合同的协商而获得的另一方的或有关另一方的任何保密信息，包括本合同的条款。

- 16.2 Nothing in this Contract prohibits disclosure by a Party of information:

本合同的规定不禁止一方披露以下信息：

- (a) to any Related Body Corporate of that Party (including to any officer, director, employee or consultant of that Related Body Corporate) provided that such Related Body Corporate and officer, director, employee and consultant complies in all respects with the obligations in this clause 16;

向该方的任何相关法人实体披露（包括披露给该相关法人实体的任何高级职员、董事、雇员或顾问），前提是该相关法人实体和高级职员、董事、雇员和顾问在所有方面遵守该 16 条中的义务；

- (b) which is in the public domain;

公开信息；

- (c) which after disclosure to a Party becomes part of the public domain otherwise than as a result of the wrongful act of that Party;

在向一方披露后并非由于该方的错误行为而公开的信息；

- (d) which is received from a third party provided that it was not acquired directly or indirectly by that third party from a Party; or

从第三方收到的信息，前提是此种信息并非有该第三方直接或间接从一方获取，或

- (e) which is required to be disclosed by Law or any government or governmental body, authority or agency having authority over a Party.

法律或对一方拥有管辖权的任何政府或政府机构、主管部门或派出机构要求披露的信息。

- 16.3 The terms of this Contract may be disclosed to a bona fide prospective purchaser of a Party or the business of that Party provided that such bona fide prospective purchaser agrees to keep the terms of this Contract confidential in accordance with this clause 16.

本合同的条款可以披露给一方或其业务的真诚潜在买方，前提是此种真诚潜在买方同意按照该 16 条的规定将本合同的条款保密。

- 16.4 The obligations of this clause 16 survive the termination of this Contract.

该第 16 条的义务在本合同终止后继续有效。

## 17 Intellectual property 知识产权

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- 17.1 All Background IP shall remain vested in the owner of the Background IP.

所有背景知识产权应始终属于背景知识产权的所有者

- 17.2 To the extent applicable, the Contractor grants the Company a non-exclusive, transferable irrevocable, royalty free licence to use all Background IP to enable the Company to exercise rights in the Project IP.

在适用限度内，供货商授予公司非独家、可转让、不可撤销和无版权费的许可，使用所有背景知识产权以行使项目知识产权中的权利。

- 17.3 The Contractor acknowledges and agrees that all Project IP vests in the Company and becomes the Company's property as and when created and the Contractor hereby assigns all rights, title and interest in and to the Project IP to the Company (including any Project IP created after the Earliest Date).

供货商承认并同意所有项目知识产权归公司所有，并在创建时成为公司的财产，供货商特此向公司分配项目知识产权的所有权利，所有权和利益（包括在最早日期之后创建的任何项目知识产权）。

- 17.4 The Company grants the Contractor a non-exclusive, non-transferable, revocable licence to use the Project IP for the sole purpose of supplying the Goods.

供货商授予公司非独家、不可转让和可撤销的许可，仅为了获得货物利益的目的使用项目知识产权

- 17.5 The Contractor must not disclose, reproduce, use or otherwise deal with the Project IP, or allow any other person to do the same, for any purpose other than to supply Goods pursuant to this Contract.

公司不得为了任何目的披露、复制、使用或处理项目知识产权或者允许任何其他人这样做，按照本合同供应货物除外。

17.6 The Contractor warrants that:

供货商保证：

- (a) the supply of the Goods does not and will not infringe the rights (including Intellectual Property Rights) of any third party;  
货物的供应没有而且也不会侵犯任何第三方的权利（包括知识产权）；
- (b) the Contractor will, at no further cost to the Company, procure all licences and consents to use any Intellectual Property Rights of a third party which are necessary to use the Goods;  
供货商将自费获得货物的使用所必需的所有许可和同意，及使用第三方的任何知识产权；
- (c) the Project IP does not and will not infringe any rights of third parties (including any Intellectual Property Rights); and  
项目知识产权没有而且也不会侵犯第三方的任何权利（包括任何知识产权）；
- (d) the Contractor has the right to assign all Project IP to the Company in accordance with clause 17.3.  
供货商有权按照第 17.3 条的规定将所有项目知识产权转让给公司。

17.7 The Contractor agrees, and it will procure the agreement of each author, that the Company, in its absolute discretion:

供货商同意（而且它将确保每个作者也同意），供货商（自行决定）：

- (a) need not identify the Contractor or any author as the author of the Project IP; and  
无需将任何作者识别为项目知识产权的作者
- (b) may:  
可能
  - (i) materially distort, destroy, mutilate, alter or in any other way change;  
严重扭曲、销毁、删改、变更或以任何其他方式改变；
  - (ii) add to, delete from or re-title; and  
补充、删减或重新命名；
  - (iii) reproduce, publish, copy or adapt,  
复制、出版、拷贝或改编。

the Project IP (or a substantial part of or adaptation of it) in any way the Company sees fit in any medium and in any context and with or without other text, data or images.

项目知识产权（或其主要部分或改编物），而且以供货商认为适当的任何方式以及采用任何媒介并且在任何语境中实施上述行为，不论有无其他文字、数据或图像。

17.8 The Contractor agrees that any subcontract it enters into in relation to this Contract will contain a condition substantially the same as this clause 17, including that the subcontractor agrees to assign to the Company all Intellectual Property Rights in any Project IP created by it for the purposes of this Contract.

供货商同意，其签署的有关本合同的任何分包合同将包含基本上与该 17 条相同的条件，包括分包商同意将其为本合同的目的创建的任何项目知识产权中的所有知识产权转让给公司。

- 17.9 The Contractor agrees to notify the Company as soon as it becomes aware of any suspected, threatened or actual infringement of any Intellectual Property Rights in the Project IP and to provide all reasonable assistance in defending against such infringement.

供货商同意在知晓项目知识产权中的任何知识产权的任何可疑、潜在或实际侵犯后尽快告知公司，并且在此种侵权抗辩中提供所有合理协助。

- 17.10 The Contractor agrees to provide all reasonable assistance the Company may request to protect the Intellectual Property Rights in the Project IP.

供货商同意提供公司可能要求的所有合理协助，以保护项目知识产权中的知识产权。

- 17.11 The obligations in this clause 17 survive the termination of this Contract.

该第 17 条中的义务在本合同终止后继续有效

## 18 Liability and indemnity 责任和赔偿

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- 18.1 Except to the extent caused by the Company or its employees, the Contractor is liable for and shall indemnify, defend and hold the Company harmless against any liabilities, claims, proceedings, judgments, damages, obligations, costs and expenses of any nature, arising in any manner out of its acts or omissions, or those of its employees, agents or subcontractors, whether in tort, contract or otherwise, including:

除了公司或其员工造成的范围外，供货商对任何性质的任何责任，索赔，诉讼，判决，损害赔偿，义务，成本和费用的责任，赔偿，辩护和保持公司无害。任何方式的行为或疏忽，或其雇员，代理人或分包商的任何方式，无论是侵权，合同还是其他方式，包括：

- (a) personal injury to or sickness, disease or death of any person; and

任何人的伤害、疾病或死亡；

- (b) loss of or damage to physical property.

第三方的物理财产的损失或损坏。

- 18.2 It is not necessary for the Company to incur any cost or expense or make any payment before enforcing a right of indemnity conferred by clause 18.1.

公司在执行第 18.1 条授予的赔偿权利之前无需发生任何成本或费用或作出任何付款。

- 18.3 The Contractor must indemnify the Company against penalties, losses or damage to the extent incurred by the Company as a result of the Contractor breaching its obligations under this Contract to comply with all applicable Laws.

供货商必须赔偿公司由于供货商违反本合同下遵守所有相关法律法规的义务而遭受的处罚、损失或损害。

- 18.4 The indemnities provided in accordance with clauses 18.1 and 18.3 survive the termination of this Contract.

根据第 18.1 和 18.3 条提供的赔偿在本合同终止后继续有效。

- 18.5 The Contractor agrees to release the Company from all claims and demands whatsoever which it or its subcontractors may have against the Company arising out of the contamination or pollution of any property, occupied land or premises, or the environment caused or contributed to by the Contractor or its subcontractors.

如果供货商或其分包商造成或促成任何财产、占用土地或经营场所或环境的污染，供货商同意不向公司提出供货商或其分包商因此可能拥有的针对公司的所有索赔和要求。

- 18.6 Neither Party (nor its Representative) is liable to the other under this Contract, law of tort (including negligence), statute, in equity or otherwise for any kind of indirect or consequential loss or damage arising out of or in connection with this Contract.

根据本合同，侵权法（包括疏忽），法规，公平或其他方式，任何一方（及其代表）均不对另一方承担因本合同引起或与之相关的任何间接或后果性损失或损害。

18.7 Nothing in clause 18.6 limits a Party's liability:

第 18.6 条的规定不限制一方的以下责任

- (a) in respect of death or personal injury of any person, third party property damage or breach of third party Intellectual Property Rights; and

关于任何人的伤亡、第三方财产损失或侵犯第三方产权的责任；

- (b) in respect of fraud, wilful misconduct or a deliberate breach of this Contract, or the Contractor's liability; and

关于欺诈、有意行为不当或蓄意违反本合同，或者供货商的责任；

- (c) to the extent that the Contractor is required by this Contract to provide and maintain insurance in respect of that liability; and

在本合同要求供货商提供并且保持有关该责任方面的保险的限度内；

- (d) to the extent that the Contractor recovers any amount for which it is liable under this Contract from its subcontractors or third parties.

如果承包商从其分包商或第三方收回其根据本合同承担责任的任何金额。

## 19 Termination 终止

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- 19.1 The Company may terminate this Contract, or the supply of Goods (in whole or in part) under this Contract, at any time and without being required to give any reasons by giving not less than 7 days' notice to the Contractor.

公司可以随时无故终止本合同或者本合同下的货物供应（全部或部分），但应提前至少 7 天向承包商发出通知。

- 19.2 If the Contractor is in breach of any term of this Contract, the Company may give notice to the Contractor of such breach specifying the remedy required and giving the Contractor 7 days to remedy the breach. Should the Contractor fail to comply with such notice, the Company shall have the right to terminate this Contract with immediate effect by written notice to the Contractor.

如果供货商违反本合同的任何条款，公司可以通知供应商违反规定所需的补救措施，并给予供货商 7 天的补救措施。如果供货商未能遵守此类通知，公司有权通过书面通知供货商立即终止本合同。

- 19.3 If the Contractor becomes Insolvent, the Company may terminate this Contract with immediate effect by written notice to the Contractor.

如果供货商无力偿债，公司可以通过向供货商发出通知而立即终止本合同。

- 19.4 Upon termination of this Contract, the Contractor must immediately:

本合同终止后，供货商必须立即：

- (a) cease supplying the part, or the whole, of the supply of Goods being terminated, as the case requires;

停止供应被终止的货物供应的部分或全部（视具体情况而定）；

- (b) take all available steps to mitigate any loss resulting from termination;

采取所有可用措施以减轻终止导致的任何损失；

(c) comply with any directions from the Company Representative including to:

遵守公司代表发出的任何指示，包括：

(i) protect property in the Contractor's possession in which the Company has or may acquire an interest;

保护供货商持有的、公司在其中拥有或可能获得权益的财产；

(ii) demobilise persons, vehicles, equipment and other things;

遣散人员、车辆、设备和其他事物；

(iii) assign to the Company all rights and benefits under contracts with third parties; and

将与第三方的合同下的所有权利和利益转让给公司；

(iv) provide to the Company any Documentation produced by the Contractor under this Contract, whether in the course of preparation or completed by it at the date of termination, which have not been supplied to the Company.

向公司提供供货商在本合同下制作的任何文件，不论在准备过程中或者在终止日期已经完成的尚未提供给公司的文件

19.5 The Company may make full use of all Documentation prepared by the Contractor (or any subcontractor employed by it) under this Contract, regardless of any dispute and the Contractor hereby waives any right of lien or similar right which might be alleged to otherwise attach to the Documentation.

除非公司是违约方，公司可以完全利用供货商（或其聘用的任何分包商）在本合同下编制的所有文件，供货商在此放弃可能声称附带于文件的任何留置权或类似权利。

19.6 If the Company terminates this Contract in accordance with clauses 19.1 or 19.3, the Company will only be liable for payment for:

如果公司按照第 19.1 条或第 19.3 条终止本合同，公司将只负责支付以下费用：

(a) reasonable costs necessarily incurred by the Contractor up to the date of the notice of termination, representing Goods that are of a unique design for the Company and that were to be delivered but will not be supplied to the Company and which cannot be mitigated by the supply of those Goods to third parties;

供货商在终止通知日期之前必须发生的合理成本，该成本代表的是对于公司具有独特设计的、将要交付但是不会供应给公司的、不能通过将货物供应给第三方而减轻损失的货物；

(b) Goods supplied up to the date of the notice of termination and which have, or will upon such payment, become the property of the Company; and

在终止通知日期之前供应的、已经成为或者在此种付款后将成为公司财产的货物的货款；

(c) extra costs necessarily and reasonably incurred by the Contractor as a result of the termination.

供货商因为终止而必要合理发生的额外成本。

19.7 It is a condition precedent to any payment to the Contractor of any outstanding amount as at the date of termination that the Contractor complies with its obligations under clause 19.4.

向供货商支付截止终止日期任何未付款项的前提条件是，承包商遵守第 19.4 条下的义务。

19.8 Any termination of the Contractor's appointment under this Contract will not prejudice or affect the accrued rights, claims or liabilities of either Party under this Contract or under any applicable Law.



本合同下的供货商任命的任何终止不损害或影响任何一方在本合同下或相关法律下已经发生的权利、索赔或责任。

## 20 Dispute resolution 争议解决

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- 20.1 Each of the Parties must use their reasonable endeavours to co-operatively resolve a dispute.  
每一方必须通过合理努力合作解决争议。
- 20.2 If a dispute arises, the dispute must be referred to the Contractor Representative and the Company Representative for resolution.  
如果发生争议，必须将争议提交给供货商代表和公司代表解决。
- 20.3 If the dispute is not resolved within 20 days of such referral, either Party may commence legal proceedings in relation to the dispute.  
如果在上述提交后的 20 天内没有解决争议，任何一方可以开始有关争议的法律程序。
- 20.4 Prior to the resolution of a dispute, the Parties must continue to perform their respective obligations under this Contract.  
在争议解决之前，双方必须继续履行本合同下的各自义务。
- 20.5 Nothing in this clause 20 shall prejudice the right of a Party to seek urgent injunctive or declaratory relief.  
该 20 条的规定不应损害一方寻求紧急禁止令救济或宣告性救济的权利。

## 21 Representations and warranties 陈述和保证

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The Contractor represents and warrants to the Company that:

供货商向公司陈述并且保证：

- (a) the Contractor has the right, power and authority to enter into and perform its obligations in accordance with this Contract;  
供货商有权利、职权签署本合同并且履行其在本合同下的义务；
- (b) all corporate and other necessary action has been taken to authorise the signing and performance of this Contract; and  
已经采取所有公司行动和其他必要行动以授权本合同的签署和履行；
- (c) this Contract is valid and legally binding on the Contractor in accordance with the terms of this Contract.  
本合同有效而且按照本合同的条款对于供货商具有法律约束效力。

## 22 No waiver 无弃权

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- 22.1 A provision of this Contract or a right created under it, may not be waived or varied except in writing, signed by the Party or Parties to be bound.  
本合同的规定或其下产生的权利不得被放弃或变更，除非一方或双方签署书面文件。
- 22.2 The failure to exercise or delay in exercising any power or right by a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right.

一方未能行使或延误行使任何权力或权利，不应视为放弃该权力或权利，一项权利或权力的一次行使也不应排除该权利或权力的任何其他或进一步行使或任何其他权力或权利的行使。

## 23 Assignment and subcontracting 转让和分包

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- 23.1 The Company may assign, novate, subcontract, charge or otherwise transfer the Company's rights and/or obligations under this Contract at any time to:

公司可以随时将其在本合同下的权利和 / 或义务转让、更替、分包、抵押或以其他方式转移给：

- (a) any Related Body Corporate of the Company; or  
公司的任何相关法人实体，或
- (b) any third party that is financially capable of meeting the Company's obligations under this Contract, without the Contractor's consent and the Contractor will and when required by the Company, enter into a form of documentation provided by the Company to give effect to the assignment, novation or transfer.

财务上有能力履行公司在本合同下的义务的任何第三方，无需供货商的同意，而且供货商将在公司要求时签署公司提供的文件，以实现转让、更替或转移。

- 23.2 The Contractor may not assign, novate, subcontract, charge or otherwise transfer its rights and/or obligations under this Contract without the Company's prior written consent (such consent not to be unreasonably withheld).

供货商未经公司的事先书面同意（此种同意不得无理由保留）不得转让、更替、分包、抵押或以其他方式转移其在本合同下的权利和 / 或义务。

- 23.3 Subject to the Company's prior written consent, the Contractor may subcontract part of this Contract, but it shall not be entitled to subcontract the whole of this Contract.

以公司的事先书面同意为前提，供货商可分包本合同的部分，但是供货商应无权分包本合同的全部。

- 23.4 Subcontracting shall not relieve the Contractor from any liability or obligation under this Contract. The Contractor shall be liable to the Company for the acts and omissions of its subcontractors (and their employees, agents and subcontractors) as if they were acts or omissions of the Contractor.

分包不应解除供货商在本合同下的任何责任或义务。供货商应就其分包商（及其雇员、代理人和分包商）的行为和疏忽向公司负责，就如同此种行为或疏忽是供货商的行为或疏忽。

## 24 Notices 通知

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- 24.1 Any notice, approval, consent or other communication in relation to this Contract must be:

有关本合同的任何通知、批准、同意或其他通信必须：

- (a) in writing;  
采用书面形式
- (b) marked for the attention of:  
标明以下接收人
  - (i) in the case of a notice to the Company, the Company Representative; and  
如果是发送给公司的通知，公司代表；
  - (ii) in the case of a notice to the Contractor, the Contractor Representative; and



如果是发送给供货商的通知，供货商代表；

- (c) left at or sent by prepaid ordinary post to the last notified address of the Party, sent by facsimile to the last notified facsimile number of the Party or sent electronically to the last notified email or other internet address of the Party.

通过预付费普通邮件发送到该方上一次的通知地址，通过传真发送到该方上一次的通知传真号码或者通过电子方式发送到该方上一次的通知电子邮件地址或其他互联网地址。

- 24.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified.

通知、批准、同意或其他通信从收到时生效，除非规定了较迟时间。

- 24.3 If posted to an address in the country of posting, a letter is taken to be received on the third day after posting. If posted to an address outside of the country of posting, a letter is taken to be received on the seventh day after posting.

如果邮寄至邮寄国中的地址，信件视为在邮寄后的第三天收到。如果邮寄到邮寄国之外的地址，信件视为在邮寄后的第七天收到。

- 24.4 A facsimile is taken to be received at the time shown in a transmission report by the machine which indicates that the whole facsimile was sent.

传真视为在传真机的发送报告显示的时间收到，该报告显示发送了整个传真件。

- 24.5 An email is taken to be received when the sender receives an automated message confirming delivery, or 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

电子邮件视为在发送人收到确认发送的自动信息时收到，或者在发送后的四小时收到（以发送人发送电子邮件的设备上的记录为准），除非发送人收到的自动信息表明电子邮件未被发送。

## 25 Further assurances 进一步保证

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Each Party agrees at the request of the other Party, to do everything reasonably necessary to give effect to this Contract and to the transactions contemplated by it, including the execution of documents.

每一方都同意在另一方提出请求后实施合理必要的一切事情以实现本合同及其考虑的交易，包括签署文件。

## 26 Severability 可分割性

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Any provision in this Contract which is invalid or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent only of such invalidity or unenforceability and will not invalidate the remaining provisions of this Contract.

如果本合同中的任意某项规定在任何司法管辖区域内无效或不可执行，则只在该司法管辖区域内该无效性或不可执行性的限度内无效，且不会导致本合同的其他规定失效。

## 27 Relationship between the Parties 双方的关系

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- 27.1 The relationship between the Parties is that of principal and independent contractor.

双方的关系是买受人和独立供货商的关系。

- 27.2 The Contractor must ensure that it does not represent itself, and its employees or agents do not represent themselves, as employees or agents of the Company.

供货商必须确保不宣称自己是公司的员工或代理人，而且必须确保其员工或代理人也不会宣称自己是公司的员工或代理人。

## **28 These terms are exclusive 排他性条款**

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28.1 By executing this Contract the Contractor agrees to be bound by the terms in this Contract.

通过签署本合同，供货商同意受到本合同的条款约束。

28.2 Except as maybe specifically provided in this Contract, any terms and conditions contained in or relating to any other documents, including any of the Contractor's documents, in respect of the Goods are excluded.

除本合同另有明确规定外，任何其他文件（包括供货商的任何文件）中包含的或者与之相关的有关货物的任何条款和条件予以排除。

28.3 All previous communications (whether in writing or not), except to the extent expressly incorporated into and forming part of this Contract, shall have no effect.

所有之前通信（不论是否书面）应无效，除非其明确结合在本合同中并且构成本合同的组成部分。

## **29 Special Conditions and order of precedence 优先顺序**

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29.1 The Special Conditions apply to and form part of this Contract.

特殊条款适用于本合同并构成本合同的一部分。

29.2 If there is any conflict, ambiguity, inconsistency or discrepancy between any term or obligation in the documents comprising this Contract, the order of precedence is:

如果本合同包含的文件中的任何条款或义务之间存在冲突、模糊性、不一致性或分歧，则优先顺序如下：

(a) the Special Conditions;

特殊条件；

(b) the Terms and Conditions;

条款和条件；

(c) the Particulars; and

一览表；和

(d) any Purchase Order issued in connection with this Contract.

与本合同有关发出的任何购买订单。

## **30 Governing Law and jurisdiction 管辖法律和司法管辖**

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30.1 This Contract will be governed by the laws of the State of Western Australia.

本合同将受到西澳大利亚法律的管辖。

30.2 The parties submit to the non-exclusive jurisdiction of the courts of the State of Western Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Contract.

对于有关本合同的任何法律程序，双方服从西澳大利亚法庭和可以受理这些法庭上诉的任何法庭的非专属司法管辖权。

## 31 Civil Liability Act excluded 排除民事责任法

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All the provisions in Parts 1A, 1B, 1C, 1D, 1E and 1F of the *Civil Liability Act 2002* (WA) are expressly excluded and do not apply to anything arising out of this Contract.

《2002 年民事责任法》（西澳大利亚）的 1A, 1B, 1C, 1D, 1E 和 1F 部分中的规定在此被明确排除，而且不适用于因为本合同发生的任何事情。

## 32 Other matters 其它事宜

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32.1 Each party must pay its own expenses incurred in negotiating this Contract.

每一方必须支付本合同的谈判中发生的各自费用。

32.2 The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract.

《联合国国际货物销售合同公约》不适用于本合同。

32.3 This Contract may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Contract.

本合同可以签署任何数量的副本，副本具有相同的效力，就如同副本上的签字是本合同的唯一副本上的签字。

32.4 Each person who executes this Contract on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

在授权委托书下代表一方签署本合同的每个人声明，他或她不知晓可能影响其在授权委托书下的签字职权的任何事实或情况。

**EXECUTED** as an agreement

作为协议**签署**

## Schedule 1 – Particulars

表 1 – 合同明细

Item 项目:	Details 细节:
1. Contract Number 合同号	<b>[Insert contract reference number, if any. Otherwise insert "Not Used"]</b> <b>[如果有的话插入合同查询号。如没有，则插入“未使用”]</b>
2. Company 公司名称	Karara Mining Ltd 卡拉拉矿业有限公司 ACN 澳大利亚公司注册号: 070 871 831
3. Company Address for notices 公司地址	Level 2, London House 伦敦大厦 2 楼 216 St George's Terrace 圣乔治大街 216 号 Perth WA 6000 西澳州珀斯市，邮编 6000 (Postal address: P.O. Box 7200, Cloisters Square WA 6850) ( 邮寄地址：西澳州 7200 号邮政信箱，回廊广场，邮编 6850 ) Facsimile 传真: 08 6298 1099
4. Company Representative 公司代表	Name 姓名: Position 职位: Telephone 电话: Email 电子邮件:
5. Contractor 供货商	Name 名称: ACN or ABN 澳大利亚公司注册号或澳大利亚商业注册号:
6. Contractor Address for notices 供货商地址	<b>[Insert physical address and postal address (if different)]</b> <b>[插入实体地址和邮寄地址（如果两个地址不一样）]</b>  Facsimile 传真:
7. Contractor Representative 供货商代表	Name 姓名: Position 职位: Telephone 电话:

	Email 电子邮件:
8. Goods 货物名称	The Goods are detailed in Schedule 2. 表 2 详述的货物
9. Commencement Date 生效日期	[Insert the date this Contract is to commence] [插入本合同起始日期]
10. End Date 结束日期	The earlier of: 取较早日期: (a) [Insert the date this Contract is to end]; and [本合同结束日期]; 和 (b) the date this Contract is terminated under clause 19. 本合同根据第 19 条终止的日期
11. Delivery Date 交货日期	[Insert the relevant Delivery Date for the Goods]. [插入货物相关交付日期]。
12. Delivery Point 交货地点	[Insert the address/location (if applicable) of the Company's relevant Delivery Point (eg. Transport Agent, Head Office, Mine, Port, Construction Camp) where the Contractor is required to deliver the Goods]. [插入要求供货商交付货物的公司相关交付点的地址 / 位置 (如适用的话) (比如运输代理商、公司总部、矿山、港口、施工营地)]。
13. Price 价格	The Price applicable to the Goods is detailed in Schedule 3. 适用于该货物的价格详述于表 3。
14. Renewals (clause Error! Reference source not found.) 续延 (错误! 对应条款未找到。)	The Contract may be renewed for a period of [insert number of years for each renewal] years on up to [insert number of times contract can be renewed] occasions. Amendments to the Price (if any) in the event of renewal are set out in Schedule 3. 该合同可延续[插入合同可延续的次数]次, 每次[插入每次延续年数]年。延续时对价格的修改写于表 3。
15. Insurance (clause 7) 保险 (第 7 条款)	The Contractor is required to provide the following Insurances (with the minimum cover as shown): 供货商需要提供下列保险 (最低保险如下) :  Workers compensation insurance      \$50 million 工伤赔偿保险      \$5000 万澳元  Motor vehicle insurance      [If relevant to the supply of Goods, insert "\$20 million". Otherwise, insert

	<p>机动车辆保险</p> <p><b>“Not Used”</b></p> <p>[如果与供应货物有关，则插入 “\$2000 万澳元”。否则插入 “未使用” ]</p> <p>Public and product liability insurance: \$20 million. \$2000 万澳元</p> <p>公共和产品责任险：</p>
<p>16. Warranty Period (clause 13)</p> <p>质保期（第 13 条款）</p>	<p><b>[Insert the Warranty Period to apply to the Goods]</b> from the Delivery Date of the relevant Goods.</p> <p>从相关货物交付日期开始<b>[插入适用该货物的质保期]</b></p>

## Schedule 2 – Goods

### 表 2 – 货物

[If no Purchase Orders are required and this Contract will be the only document used in connection with the purchase of Goods, then insert or attach a full description of the Goods that may be supplied under this Agreement, including relevant specifications and standards.]

[如果不需要采购订单，且本合同将是与购买货物有关的唯一文件，则应插入或附上根据本协议可能提供的货物的完整描述，包括相关规格和标准。]

[If Purchase Orders are required, then insert “As specified in the relevant Purchase Order” and outline here the types of Goods and applicable quantities that are likely to be required by the Company]

[如果需要采购订单，则插入“根据相关采购订单的规定”，并在此处概述本公司可能需要的货物类型和适用数量]

## Schedule 3 – Price

### 表 3 – 价格

Insert the Price , or attach a full schedule of rates, applicable to the Goods that may be supplied under this Contract.

填写适用于本合同项下可能提供的货物的价格，或附上一份完整的费率表。



**Schedule 4 – Special Conditions****表 4 – 特殊条件****SC 1 English as the prevailing version****SC1 英文为主要版本**

SC1.1 This Contract is prepared in English and translated into Chinese. In the event of any conflict, ambiguity, inconsistency or discrepancy between the English version and Chinese version the English version will prevail.

Sc1.1 本合同以英文编写，并翻译成中文。英文与中文版本如有任务冲突，歧义，不一致之处，以英文版本为准。

**SC2 澳大利亚以外的境外国家，合同第 7 条中的 7.1 和 7.3 保险适用贸易方式。**

**FOB 贸易方式双方协商保险条款。**

**CIF 和 CIP 贸易方式适用合同 7.1(C)和 7.3 条款。**

**DDP 贸易方式适用条款 7.1 和 7.3 条款。**

## Execution Page 签署页

DATED 日期: \_\_\_\_\_

[Use this execution clause when Contract value is (a) above \$25million or (b) sole source above \$10million]  
[当合同价值(a)高于\$2500 万澳元或(b)单一来源高于\$1000 万澳元时使用此执行条款]

Executed by **Karara Mining Ltd** in accordance  
with section 127 of the Corporations Act 2001  
(Cth):

由卡拉拉矿业有限公司根据《2001 年公司  
法》（联邦）第 127 条签署

\_\_\_\_\_  
Signature of director  
董事签字

\_\_\_\_\_  
Signature of company secretary/director  
董事会秘书 / 董事签字

\_\_\_\_\_  
Full name of director  
董事姓名

\_\_\_\_\_  
Full name of company secretary/director  
董事会秘书 / 董事签字

\_\_\_\_\_  
Date 日期

\_\_\_\_\_  
Date 日期

Executed by [Contractor] in accordance with  
section 127 of the Corporations Act 2001  
(Cth):  
由[供货商]根据《2001 年公司法》（联  
邦）第 127 条签署：

Signature of director  
董事签字

Full name of director  
董事姓名

Date 日期

Signature of company secretary/director  
董事会秘书 / 董事签字

Full name of company secretary/director  
董事会秘书 / 董事签字

Date 日期

[Use this execution clause when Contract value is (a) below \$25million or (b) sole source below \$10million]

[当合同价值(a)低于\$2500 万澳元或(b)单一来源低于\$1000 万澳元时使用此执行条款]

Signed for and on behalf of **Karara Mining Ltd** by its authorised representative in the presence of:

卡拉拉矿业有限公司的授权代表在以下人员在场的情况下代表卡拉拉矿业有限公司为卡拉拉矿业有限公司签署此合同：

Signature of Witness

见证人签字

Full name of Witness (BLOCK LETTERS)

见证人全名（大写、正楷）

Address of Witness

见证人地址

Date

日期

Signature of Authorised Representative

授权代表签字

Full name of Authorised Representative (BLOCK LETTERS)

授权代表签字（大写、正楷）

Date

日期

Signed for and on behalf of [Contractor] by its authorised representative in the presence of:  
[供货商]的授权代表在以下人员在场的情况下代表[供货商]为[供货商]签署此合同：

Signature of Witness  
见证人签字

Full name of Witness (BLOCK LETTERS)  
见证人全名（大写、正楷）

Address of Witness  
见证人地址

Date  
日期

Signature of Authorised Representative  
授权代表签字

Full name of Authorised Representative (BLOCK LETTERS)  
授权代表签字（大写、正楷）

Date  
日期