

Conditions of Purchase

Status: April 10, 2024

- 1 Order and Confirmation of Order**
 - 1.1 TRENCH may cancel the order if the supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.
 - 1.2 Any alterations, amendments or additions to the order shall only become a part of the contract if TRENCH accepts such in writing. In particular, TRENCH is bound by the general terms and conditions of the Supplier only to the extent that such are in accordance with these Conditions of Purchase or if TRENCH agrees to such in writing. The acceptance of deliveries or services as well as payments does not constitute such agreement.
 - 1.3 Any provisions in other documents provided by the Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) regarding legal terms, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these Conditions of Purchase shall not be applicable.
- 2 Rights of Use**
 - 2.1 The Supplier hereby grants TRENCH the following non-exclusive, transferable, worldwide and perpetual rights:
 - 2.1.1 to use the deliveries and services including related documentation, to integrate them into other products and to distribute them;
 - 2.1.2 to install, launch, test and operate software and its related documentation (hereinafter collectively referred to as "Software");
 - 2.1.3 to sublicense the right of use under section 2.1.2 above to affiliates (as defined by § 15 of the German Companies Act (Aktengesetz), hereinafter referred to as "Affiliates"), to contracted third parties, to distributors and to end customers;
 - 2.1.4 to license to Affiliates and other distributors the right to sublicense the right of use under section 2.1.2 above to end customers;
 - 2.1.5 to use the Software for integration into other products and to copy the Software, or to allow Affiliates, contracted third parties or distributors to use and copy the Software;
 - 2.1.6 to distribute, sell, hire out, lease, make ready for download or make publicly available the Software, e.g. in the context of application service providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;
 - 2.1.7 to sublicense the right of use under section 2.1.6 above to Affiliates, contracted third parties and distributors.
 - 2.2 In addition to the rights granted in section 2.1 above, TRENCH, Affiliates and distributors are authorized to allow end customers to transfer the respective licenses.
 - 2.3 All sublicenses granted by TRENCH must contain appropriate protection for the intellectual property rights of the Supplier in the Software. All sublicenses must contain any contractual provisions used by TRENCH to protect its own intellectual property rights.
 - 2.4 The Supplier shall inform TRENCH - at the latest at the time the order is confirmed - whether the products and services to be delivered contain open source components.

采购通用条款

状态: 2024年04月10日

- 1 订单和订单确认**
 - 1.1 如果供应商在收到订单后两周内未以书面形式确认接受订单（订单确认书），TRENCH 可以取消订单。
 - 1.2 对订单的任何变更、修订或补充只有在 TRENCH 书面接受后才能成为合同的一部分。尤其是，供应商的一般条款和条件仅在与本采购条款相符或 TRENCH 予以书面同意的情况下才对 TRENCH 有约束力。接收交付物或服务以及付款均不构成此种同意。
 - 1.3 供应商提供的其他文件（例如但不限于规格书、数据表、技术文件、广告材料、订单确认书和/或运输文件）中有关法律条款、责任、使用限制、应用限制和/或适用性限制的任何规定，或任何其他改变本采购条件条款的条款，均不适用。
- 2 使用权**
 - 2.1 供应商在此向 TRENCH 授予以下非排他性、可转让、全球性和永久性权利：
 - 2.1.1 使用交付物和服务（包括相关文件），将其集成到其他产品中并进行分销；
 - 2.1.2 安装、启动、测试和操作软件及其相关文档（以下统称“软件”）；
 - 2.1.3 将上述第 2.1.2 条下的使用权转授给附属公司（德国公司法（Aktengesetz）第 15 条中定义的附属公司，以下简称“附属公司”）、签约的第三方、分销商和最终客户；
 - 2.1.4 向附属公司和其他分销商授予转授权，允许其将上述第 2.1.2 条中规定的使用权转授给最终客户；
 - 2.1.5 将软件集成到其他产品中并拷贝软件，或允许附属公司、签约的第三方或经销商使用和拷贝软件；
 - 2.1.6 分销、销售、出租、租赁、提供下载或公开提供软件（例如：在提供应用服务的情况下或在其他情况下），以及在需要的情况下拷贝软件，前提是任何时候使用的许可数量均不超过购买的许可数量；
 - 2.1.7 根据上面第 2.1.6 条向附属公司、签约的第三方和经销商转授使用权。
 - 2.2 除上面 2.1 条中授予的权利，TRENCH、附属公司和经销商还被授权允许最终客户转让各自的许可。
 - 2.3 TRENCH 授予的所有分许可必须包含适当的保护条款，对软件中供应商的知识产权给予保护。所有分许可必须包含 TRENCH 为保护其自己的知识产权而使用的任何合同条款。
 - 2.4 供应商应在确认订单时或之前通知 TRENCH 所交付的产品和服务是否包含开源组件。

In the context of this provision “open source components” means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g. GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License). Should the products and services delivered by the Supplier contain open source components, the Supplier shall comply with all applicable open source license terms and shall grant all those rights to TRENCH and provide all information which TRENCH needs in order to comply himself with the applicable license terms. In particular, the Supplier must deliver to TRENCH promptly after the order is confirmed the following:

- A schedule of all open source components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents.
- The complete source code of the relevant open source software, including scripts and information regarding its generating environment insofar as the applicable open source conditions require this.

2.5 The Supplier shall by the time of order confirmation at the latest inform TRENCH in writing whether any open source licenses used by the Supplier might be subject to a Copyleft Effect which could affect the products of TRENCH. In the context of this provision, “Copyleft Effect” means that the provisions of the open source license require that certain of the Supplier’s products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open source license, e.g. only if the source code is disclosed. In case any open source licenses used by the Supplier are subject to a “Copyleft Effect” as defined above, then TRENCH is entitled to cancel the order within two weeks of receipt of this information.

3 Term and Penalty for Breach

3.1 For the purposes of establishing the timeliness of delivery, the relevant point in time is the date of receipt at the place of destination/delivery according to Incoterms® 2020 designated by TRENCH, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance by TRENCH.

3.2 If any delay in delivery or performance or rectification is anticipated, TRENCH shall be notified immediately and its decision sought.

3.3 If – in the event of delay – the Supplier cannot prove that it is not responsible for the delay, TRENCH may charge a penalty in respect of each commenced working day of delay amounting to 0.3 % (zero point three percent) but not exceeding a total of 5 % (five percent) of the total value of the contract.

In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty may still be claimed if the reservation of rights is made no later than the date of final payment.

3.4 Additional or other statutory rights are not affected hereby.

4 Transfer of Risk, Dispatch and Place of Performance, Transfer of Title

4.1 For deliveries involving installation, commissioning or services, the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by TRENCH at the named place of destination/delivery according to Incoterms® 2020. Unless agreed otherwise, DDP (named place of destination) Incoterms® 2020 shall apply, if (a) the seat of the Supplier and the named place of destination are within the same country or if (b) the seat of the Supplier and the named place of destination are both within China.

本条款中，“开源组件”是指各许可方基于有修改权和/或分发权的许可向任何用户免费（免版税）提供的任何软件、硬件或其他信息（如：GNU 通用公共许可证（GPL）、GNU 较宽松公共许可证（LGPL）或 MIT 许可证）。若供应商交付的产品和服务中包含开源组件，供应商应遵守所有适用的开源许可协议条款，并将所有这些权利授予 TRENCH，并提供 TRENCH 为遵守适用的许可条款所需的所有信息。特别是，供应商必须在订单确认后立即向 TRENCH 提供以下信息：

- 所使用的所有开源组件的清单，注明相关许可证、其版本，并附上一份该许可证的完整文本，包括版权和/或著作权信息。该清单必须结构清晰且含有目录。

- 相关开源软件的完整源代码，包括脚本和有关其生成环境的信息，只要适用的开源条款要求如此。

2.5 供应商应最迟在订单确认时以书面形式通知 TRENCH，供应商使用的任何开源许可证是否可能受到可能会对 TRENCH 的产品产生影响的“Copyleft Effect”的约束。在本条款的背景下，“Copyleft Effect”是指根据开源许可证的规定，要求供应商的某些产品以及这些产品衍生的任何产品只能按照开源许可证的条款进行再分发，例如：只能在源代码被披露的情况下进行再分发。如果供应商使用的任何开源许可证受到上述定义的“Copyleft Effect”的约束，则 TRENCH 有权在收到此信息后两周内取消订单。

3 期限和违约金

3.1 为确定交货的及时性，相关时间点为根据 TRENCH 指定的 Incoterms®2020 版《国际贸易术语解释通则》在目的地/交货地点收货的日期，而对于涉及安装、调试或纠正的交货，相关时间点应为 TRENCH 确认收货之日。

3.2 如果预期交付或履行或纠正会延迟，应立即通知 TRENCH 并征求其决定。

3.3 如果-在发生延迟的情况下 - 供应商不能证明其对延迟不负有责任，则每延迟一个工作日，TRENCH 可收取 0.3%（百分之零点三）的违约金，但最高不超过合同总价值的 5%（百分之五）。

如果在接受交付、服务或纠正时未进行适当的权利保留，但只要最后付款日之前保留权利，则仍可要求支付违约金。

3.4 附加的或其他法定权利不受此影响。

4 风险转移、发货和履行地点、所有权转移

4.1 对于需要安装、调试或服务的交付，风险在验收时完成转移；对于不需要安装或调试的交付，风险应在 TRENCH 按照 Incoterms®2020 版《国际贸易术语解释通则》在指定的目的地/交货地点收到货时完成转移。除非另有约定，否则，如果(a) 供应商所在地和指定的目的地位于同一国家/地区，或者(b) 供应商所在地和指定的目的地均在中国，则 Incoterms®2020 版《国际贸易术语解释通则》的 DDP 规则（指定目的地）应适用。

- 4.2 Unless otherwise agreed, the costs of adequate packaging shall be borne by the Supplier. In case transportation costs are borne by TRENCH, notice of readiness for dispatch shall be given together with the information set out in section 4.3 hereunder. On TRENCH's request a TRENCH routing order tool must be used by the Supplier. Transport shall be arranged by the Supplier at the lowest possible cost, insofar as TRENCH has not requested a particular method of delivery or the conclusion of the contract for carriage by TRENCH. Any supplementary costs arising from non-conformity with the transport requirements including costs arising from the non-application of the TRENCH routing order tool shall be borne by the Supplier. In case DAP/DDP (named place of destination) Incoterms® 2020 is agreed, TRENCH may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier.
- 4.3 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number.
- 4.4 As far as TRENCH and the Supplier agree that the Supplier orders the transport of deliveries containing dangerous goods for account of TRENCH, the Supplier is responsible to transfer the necessary legally required dangerous goods data to the freight forwarder nominated by TRENCH when placing the transport order. The Supplier is in these cases also responsible for packing, marking, labelling, etc. in compliance with the regulation relevant to the mode(s) of transport used.
- 4.5 If TRENCH informs the Supplier that following the initial transport another transport with a different mode of transport is scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.
- 4.6 Transfer of title shall be upon delivery or acceptance by TRENCH, as the case may be.
- 5 Payment, Invoices**
- 5.1 Unless otherwise agreed, payments shall be due and payable at the end of the calendar month falling one hundred and twenty (120) days from the date of the receipt of the invoice by TRENCH.
- 5.2 The order number as well as the number of each individual item shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.
- 5.3 Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance. A discount shall also be allowed if TRENCH sets off or withholds any payments to a reasonable extent on account of any deficiency.
- 5.4 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the contract.
- 6 Inspection upon receipt**
- 6.1 TRENCH shall immediately upon receipt at the named place of destination examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other obvious deficiencies.
- 6.2 Should TRENCH discover any deficiency in the course of these inspections or at any later stage, it shall inform the Supplier of such deficiency.
- 6.3 Complaints may be raised within one month of delivery of a product or performance, and insofar as deficiencies are not discovered until commissioning, processing or first use, within one month of detection.
- 6.4 In this regard TRENCH shall have no other duties to the Supplier other than the duties of inspection and notification above.
- 7 Warranty**
- 4.2 除非另有约定，否则适当包装的费用应由供应商承担。如果运输费用由 TRENCH 承担，则应将待运通知与本协议第 4.3 条中规定的信息一起发出。如果 TRENCH 要求，则供应商必须使用传奇的运输路线订购工具。只要 TRENCH 没要求特定的交货方式或未要求由 TRENCH 来签订运输合同，则应由供应商以尽可能低的成本安排运输。由于不符合运输要求而产生的任何额外费用（包括因未使用传奇的运输路线订购工具而产生的费用）应由供应商承担。如果商定 Incoterms®2020 版《国际贸易术语解释通则》的 DAP/DDP（指定目的地）规则，也可以由 TRENCH 确定运输方式。因需要以加急交货的方式来满足交货期限而产生的任何额外费用应由供应商承担。
- 4.3 交付的每批货都应附一份装箱单或交货单，详细列出货物内容以及完整的订单号。
- 4.4 如果 TRENCH 和供应商同意由供应商代 TRENCH 对所要交付的包含危险品的货物订购运输（费用由 TRENCH 承担），供应商有责任在下运输订单时，将法律规定必须提供的危险品数据传给 TRENCH 指定的货运代理。在这种情况下，供应商还负责按照与所采用的运输方式相关的规定进行包装、标记和贴标签等。
- 4.5 如果 TRENCH 通知供应商，在前段运输后又安排了另一个不同方式的后续运输，供应商也将遵守有关危险品运输的相关法律要求。
- 4.6 所有权自货物交付或 TRENCH 验收后（视情况而定）完成转移。
- 5 支付、发票**
- 5.1 除非另有约定，否则应在传奇收到发票之日起第 120 天的日历月末支付发票金额。
- 5.2 发票中应详细注明订单号以及每个单独项目的号码。如果发票上缺少此类详细信息，发票将不予支付。发票的复印件应标明是副本。
- 5.3 如果供应商被要求提供材料测试、测试记录或质量控制文件或任何其他文档，则这些文件应为交付或履约完整性要求的一部分。如果 TRENCH 因任何缺陷而抵销或扣留任何货款，只要是在合理范围内，也应给予折扣。
- 5.4 付款并不构成确认相应的交付或服务是根据合同提供的。
- 6 交货时检验**
- 6.1 TRENCH 应在指定的目的地收到货物后立即检查所交付的货物数量和类型是否与订购的产品一致，以及是否有任何外部可识别的运输损坏或其他明显缺陷。
- 6.2 如果 TRENCH 在这些检验过程中或在任何后续阶段发现任何缺陷，应将此类缺陷情况通知供应商。
- 6.3 对产品缺陷或履约缺陷的投诉，可自交货之日起一个月内或在发现缺陷之日起一个月内提出，只要这些缺陷不是在调试、加工或首次使用前发现的。
- 6.4 就此，TRENCH 对供应商的义务不超过上述检验和通知义务。
- 7 质量保证**

<p>7.1 If deficiencies are identified before or during the transfer of risk or during the warranty period provided for in section 7.8 or 7.9, the Supplier must at its own expense and at the discretion of TRENCH either repair the deficiency or provide re-performance of services or replacement of deliveries (= rectification). This provision also applies to deliveries subject to inspection by sample tests. The discretion of TRENCH shall be exercised fairly and reasonably.</p> <p>7.2 Should the Supplier fail to rectify (i.e. repair or replacement) any deficiency within a reasonable time period set by TRENCH, TRENCH is entitled to:</p> <p>7.2.1 cancel the contract in whole or in part without being subject to any liability for damages; or</p> <p>7.2.2 demand a reduction in price; or</p> <p>7.2.3 undertake itself any repair at the expense of the Supplier or re-performance of services or replacement of deliveries or arrange for such to be done; and</p> <p>7.2.4 claim damages in lieu of performance.</p> <p>For the purposes of establishing the timeliness of rectification, the relevant point in time is the date of receipt at the place of destination.</p> <p>7.3 The rights according to section 7.2 may be exercised without further deadline if TRENCH has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency and it is not reasonable for TRENCH to request the Supplier to rectify the deficiency within a reasonable time period. The legal provisions on the dispensability of setting a deadline remain unaffected hereby.</p> <p>7.4 The above-mentioned rights shall expire one year from the date of notification of the deficiency but in no instance before the expiry of the warranty periods set out in this section.</p> <p>7.5 Additional or other statutory rights are not affected hereby.</p> <p>7.6 If the Supplier provides subsequent performance or repairs, the warranty periods set out in section 7.8 and 7.9 shall begin to run once again.</p> <p>7.7 Notwithstanding the transfer of risk regarding delivery, the Supplier shall bear the costs and risk related to the rectification (e. g. return costs, costs of transport, costs of de- and re-installation).</p> <p>7.8 The warranty period for deficiencies of material is three years, insofar as no statutory provisions provide longer periods.</p> <p>7.9 The warranty period for deficiencies in title is five years, insofar as no statutory provisions provide longer periods.</p> <p>7.10 For deliveries not involving installation or commissioning, the warranty period begins to run with receipt at the place of destination named by TRENCH. For deliveries involving installation, commissioning or services, the warranty period begins to run with acceptance by TRENCH. Upon delivery to locations where TRENCH is operating outside its premises, the warranty period begins with the acceptance by the end customer, in no case later than one year after transfer of risk.</p> <p>8 Supplier's Duty to Verify and to Inform</p> <p>8.1 The Supplier is obliged to examine components such as, e.g. raw material, provided by TRENCH or provided by the Supplier's suppliers, manufacturers or other third parties at the time of receipt of such components as to whether these components show any obvious or hidden defects. In case any defects are discovered in the course of such inspections, the Supplier shall immediately inform its suppliers or – in the case the components are provided by TRENCH – inform TRENCH.</p> <p>8.2 It is essential that the products are delivered free of any third-party rights. Thus the Supplier is under a duty to verify title and inform TRENCH of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.</p> <p>9 Quality Management, Subcontracting to Third Parties</p> <p>9.1 The Supplier shall maintain a quality management system (e.g. according to DIN EN ISO 9001).</p>	<p>7.1 如果在风险转移前、转移期间或第 7.8 条和 7.9 条中规定的质保期内发现缺陷，供应商必须对缺陷进行修复或是重新提供服务或是更换新的交付物(=纠正)，具体由 TRENCH 酌定，费用由供应商承担。本条款也适用于采用抽样检查的交付物。TRENCH 应公平合理地行使其自由裁量权。</p> <p>7.2 如果供应商未能在 TRENCH 设定的合理时间内完成纠正（即修复或更换），TRENCH 有权：</p> <p>7.2.1 全部或部分取消合同而不承担任何损害赔偿赔偿责任；或</p> <p>7.2.2 要求降低价格；或</p> <p>7.2.3 自行进行修复，或要求重新提供服务或更换交付物或安排他人来完成纠正，费用由供应商承担；及</p> <p>7.2.4 要求以损害赔偿代替履约。</p> <p>为确定纠正的及时性，相关时间点为目的地收货之日。</p> <p>7.3 如果 TRENCH 为避免自己负延迟责任或由于其他紧急原因而迫切需要立即纠正，并且 TRENCH 要求供应商在合理时间内纠正缺陷是不合理的，则可在不设定最后期限的情况下行使第 7.2 条中规定的权利。本条不影响有关不必设定最后期限的法律规定的适用。</p> <p>7.4 上述权利应自通知缺陷之日起一年后失效，但无论如何不得早于本条规定的质保期满。</p> <p>7.5 附加的或其他法定权利不受此影响。</p> <p>7.6 如果供应商提供后续履约或维修，第 7.8 条和第 7.9 条中规定的质保期将重新开始计算。</p> <p>7.7 尽管交付的风险已经转移，但与纠正相关的费用和 risk（例如退货费用、运输费用、拆装费用）应由供应商承担。</p> <p>7.8 材料缺陷的质保期为 3 年。若法定规定有更长质保期，则从其规定。</p> <p>7.9 所有权缺陷的质保期为 5 年。若法定规定有更长质保期，则从其规定。</p> <p>7.10 对于不涉及安装或调试的交付，质保期自在 TRENCH 指定的收货地收货之日起算。对于涉及安装、调试或服务的交付，质保期从 TRENCH 验收之日起算。对于交付至 TRENCH 经营场所以外的地点，质保期从最终 TRENCH 验收之日起算，但在任何情况下，最迟都不超过风险转移后一年。</p> <p>8 供应商的查验和告知义务</p> <p>8.1 供应商有义务在收到 TRENCH 或供应商的供应商、制造商或其他第三方提供的零件（如：原材料）时，检查这些组件是否存在任何明显或隐藏的缺陷。如果在此类检查中发现任何缺陷，供应商应立即通知其供应商，或者如果零件是由 TRENCH 提供的，则立即通知 TRENCH。</p> <p>8.2 交付的产品必须无任何第三方权利。因此，供应商有责任对产品的所有权进行核实，并将任何可能发生冲突的工业和知识产权告知 TRENCH。若违反此类义务，则适用正常的法定时效。</p> <p>9 质量管理和分包给第三方</p> <p>9.1 供应商应维护质量管理体系（例如：符合 DIN EN ISO 9001）。</p>
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- 9.2 Subcontracting to third parties shall not take place without the prior written consent of TRENCH and entitles TRENCH to cancel the contract in whole or in part and claim damages.
- 10 Provided Material, Information**
- 10.1 Material and information provided by TRENCH remains the property of TRENCH and are to be stored, labeled as property of TRENCH and administered separately at no cost to TRENCH. Their use is limited to the orders of TRENCH only. The Supplier shall supply replacements in the event of reduction of value or loss, for which the Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.
- 10.2 Any processing or transformation of the material and information shall take place for TRENCH. TRENCH shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, TRENCH and the Supplier hereby agree that TRENCH shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for TRENCH at no extra cost and in so doing exercise the duty of care of a merchant.
- 11 Tools, Patterns, Samples, Confidentiality**
- 11.1 Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by TRENCH or made for TRENCH, as well as any materials derived therefrom, shall not be made available to any third party nor used for any other purpose than those contractually agreed except with the prior written consent of TRENCH. Such materials shall be protected against unauthorized access or use. Subject to any further rights TRENCH may demand that such materials be returned if the Supplier breaches these duties.
- 11.2 The Supplier shall treat as confidential the knowledge and findings, documents, terms of reference, business processes or other information that it receives from or about TRENCH in the context of performing the deliveries and services, as well as the conclusion of the contract and any results, with regard to third parties - and shall keep the same confidential beyond the term of the contract – for as long as and insofar as such information has not become publicly known by legal means or TRENCH has not consented in writing to its transfer in the individual case. The Supplier shall make confidential information available only to those employees who need the information for the fulfillment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. The Supplier shall use this information exclusively for the purpose of performing the deliveries and services. Insofar as TRENCH agrees to any subcontracting to a third party, such third party shall agree to such terms in writing.
- 12 Assignment of Claims**
- Any assignment of any claim is only allowed with the prior written approval of TRENCH.
- 13 Right to Terminate and Cancel**
- 13.1 In addition to any rights provided by law to withdraw from or cancel a contract, TRENCH may cancel the contract in whole or in part in case:
- (a) the Supplier is in delay with its delivery or service and such delay – despite a corresponding reminder by TRENCH - persists for more than two weeks after receipt of such reminder or in case
- (b) that adherence to the contract by TRENCH cannot reasonably be expected from TRENCH because of a reason attributable to the Supplier and taking into consideration the circumstances of the case and both parties' interests. This might, in particular, apply in case of an actual or possible deterioration of the Supplier's financial situation thus threatening the due fulfillment of the Supplier's obligations under the contract.
- 13.2 TRENCH may also terminate the contract in case insolvency proceedings or similar proceedings in relation to the assets of the Supplier are applied for or commenced.

- 9.2 未经 TRENCH 事先书面同意, 不得将工作分包给第三方, 否则将使 TRENCH 有权部分或全部取消合同并要求赔偿。
- 10 提供的材料、信息**
- 10.1 TRENCH 提供的材料和信息仍属 TRENCH 所有, 将被单独存储、标记为 TRENCH 的财产并加以管理, TRENCH 无需支付任何费用。仅允许为 TRENCH 的订单才使用这些材料和信息。如果发生价值减少或损失的情况, 并且供应商应为此负责, 即使只是单纯的过失, 供应商也应当向 TRENCH 提供替代品。这也适用于所分配材料的转移。
- 10.2 对材料和信息的任何加工或转换都应是 TRENCH 进行的。TRENCH 应立即成为新产品或转换的产品的所有者。如果由于法律原因无法做到这一点, TRENCH 和供应商特此同意, 在加工或转换过程中, TRENCH 应始终是新产品的所有者。供应商应免费为 TRENCH 保管新产品, 并在此过程中恪尽商家的注意义务。
- 11 工具、图案、样品、保密性**
- 11.1 TRENCH 提供的或为 TRENCH 制作的任何工具、图案、样品、模型、配置文件、图纸、标准规格表、印刷模板和材料, 以及从中衍生的任何材料, 未经 TRENCH 事先书面同意, 不得向任何第三方提供或用于合同约定之外的任何其他目的。此类材料应受到保护, 防止未经授权的访问或使用。根据进一步请求权的规定, 如果供应商违反这些义务, TRENCH 可以要求返还此类材料。
- 11.2 供应商应将其在履行交付和服务的过程中从 TRENCH 那里收到的或与 TRENCH 有关的知识和发现、文件、职权范围、业务流程或其他信息, 以及合同的订立和任何结果, 按机密信息处理, 对第三方保密, 并在合同期满后仍无限期按机密信息处理, 只要这些信息尚未通过合法手段公开, 或者 TRENCH 尚未以书面形式同意在个别情况下转让。供应商只能将机密信息提供给需要这些信息来履行其职责的员工, 并且还确保这些员工也负有对这些信息保密的义务。供应商应仅为了履行交付和服务的目的才使用这些信息。如果 TRENCH 同意将工作分包给第三方, 该第三方应以书面形式同意这些条款。
- 12 债权转让**
- 未经 TRENCH 事先书面批准, 不得转让任何债权。
- 13 终止和解除合同的权利**
- 13.1 除法律规定的撤销或解除合同的权利外, 在以下情况下, 在考虑当时具体的情况和双方利益后, TRENCH 可以部分或全部解除合同:
- (a) 供应商延迟交付或延迟提供服务, 并在收到 TRENCH 发出的相应催告后仍继续延迟超过两周; 或
- (b) 因供应商的原因, TRENCH 不能合理地预期自己会继续遵守合同。这尤其适用于供应商财务状况实际或可能恶化的情况, 从而威胁供应商履行其在本合同下的义务。
- 13.2 如果供应商的资产被申请或已开始破产程序或类似程序, TRENCH 也可以终止合同。

- 13.3 In case of a termination by TRENCH, TRENCH may continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment.
- 14 Code of Conduct for TRENCH Suppliers, Security in the Supply Chain**
- 14.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor and the Supplier shall observe the stipulations of international proclaimed on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflicht, LkSG). Moreover, the Supplier will take responsibility for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws, the supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will use reasonable efforts to promote this Code of Conduct among its subcontractors.
- Supplier shall be obliged to duly document its compliance with the Code of Conduct. Customer and its representatives or a third party appointed by TRENCH and reasonably acceptable to Supplier shall be entitled (but not obliged) to conduct – also at Supplier's premises – inspections in order to verify Supplier's compliance with the contractual obligations, in particular with the Code of Conduct. Any such inspection may only be conducted in accordance with the applicable data protection law and shall neither unreasonably interfere with Suppliers' business activities nor violate any of Suppliers' confidentiality agreements with third parties. Supplier shall reasonably cooperate in any inspection to be conducted. Supplier shall immediately initiate any remedial actions if it detects any violation of the Code of Conduct by itself or its subcontractors and shall promptly inform Customer of any such violation and the remedial action if and to the extent such breach affects the contract.
- 14.2 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, C-TPAT). The Supplier shall protect the goods and services provided to TRENCH or provided to third parties designated by TRENCH 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.
- 14.3 In addition to other rights and remedies TRENCH may have, TRENCH may terminate the contract in case of breach of the obligations under section 14 by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, TRENCH's 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 TRENCH.
- 15 Product Conformity, Product Related Environmental Protection including Substance Declaration, Dangerous Goods, Occupational Health and Safety**
- 15.1 Should the Supplier deliver products, to which product-related statutory and legal requirements apply in view of their placing on the market and further marketing in the European Economic Area or to which corresponding requirements apply regarding other countries notified by TRENCH to the Supplier, then the Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. Furthermore, the Supplier must ensure that all documents and information which are necessary to provide the proof of conformity of products with the respective requirements can be furnished immediately to TRENCH upon request.

- 13.3 如果是 TRENCH 终止合同的, TRENCH 可以在支付合理费用的前提下, 继续使用供应商已提供的现有设施、交付物或服务。
- 14 传奇《供应商行为准则》、供应链安全**
- 14.1 供应商有义务遵守适用法律体系的法律。特别是, 供应商不会主动或被动地直接或间接地参与任何形式的贿赂, 不会侵犯员工的基本人权或使用任何童工, 并且供应商应遵守国际公认的企业供应链尽职调查义务 (Lieferkettensorgfaltspflicht, LkSG) 的规定。此外, 供应商将对其员工的健康与安全负责, 并应满足适用的最低工资要求。供应商应根据适用的环境法采取行动, 采取适当措施避免使用所谓的冲突矿产, 并对原材料的原产地透明化。供应商应为其自己的员工提供受保护的申诉机制, 以报告可能违反本行为准则的行为, 并尽合理努力在其分包商中推广本行为准则。
- 供应商有义务妥善记录其遵守《行为准则》的情况。TRENCH 及其代表或 TRENCH 指定并经供应商合理接受的第三方有权 (但无义务) 在供应商处进行现场检查, 以核实供应商是否遵守合同义务, 特别是遵守《行为准则》。此类检查只能在适用的数据保护法律允许的范围内进行, 不得无理干扰供应商的业务活动, 也不得违反供应商与第三方的任何保密协议。供应商应当合理配合任何检查。如果供应商发现其自己或其分包商有任何违反《行为准则》的行为, 应立即采取补救措施, 并且在此违反行为影响了合同履行时, 应及时将违反行为及补救措施通知给 TRENCH。
- 14.2 供应商应提供必要的组织指示并采取措施, 特别是在以下安全方面: 场所安全、包装和运输、业务伙伴、人员和信息, 以便按照基于《世界海关组织贸易安全与便利标准框架》的国际公认举措 (例如: AEO、C-TPAT) 的要求, 保证供应链的安全。供应商应保护提供给 TRENCH 或提供给 TRENCH 指定的第三方的货物和服务免受未经授权的访问和操作。供应商应只为这些货物和服务部署可靠的人员, 并应责成任何次级供应商采取同等的安全措施。
- 14.3 除 TRENCH 可能拥有的其他权利和补救措施外, 如果供应商违反第 14 条中的义务, TRENCH 可以终止合同。然而, 如果供应商的违约行为是可以补救的, 则 TRENCH 终止合同的权利以供应商在 TRENCH 设定的合理宽限期内未能补救其违约行为为前提。
- 15 产品符合性、产品相关的环境保护, 包括物质声明、危险品、职业健康与安全**
- 15.1 如果供应商交付的产品因其要在欧洲经济区上市和进一步营销而适用与产品相关的法律法规要求, 或适用 TRENCH 通知给供应商的其他国家的相应要求, 则供应商必须确保这些产品在风险转移时符合这些要求。此外, 供应商必须确保在 TRENCH 要求时可以立即提供所有文件和信息, 以证明产品符合各项要求。

- 15.2 Should the Supplier deliver products, substances of which are set out in the so-called "List of Declarable Substances" (www.bomcheck.net/suppliers/restricted-and-declarable-substances-list) applicable at the time of the order or which are subject to statutorily imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), the Supplier shall declare such substances and provide information as requested in the web database BOMcheck (www.BOMcheck.net) no later than the date of first delivery of products. With respect to statutorily imposed substance restrictions the foregoing shall only apply to laws which are applicable at the registered seat of the Supplier or TRENCH or at the place of destination named by TRENCH.
- 15.3 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier will inform TRENCH hereof in a form agreed upon between the Supplier and TRENCH, but in no case later than the date of order confirmation. The requirements concerning dangerous goods in section 4.4 and 4.5 remain unaffected.
- 15.4 The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It must ensure that the health and safety of its personnel as well as indirect subcontractors employed to perform the deliveries and services is protected.
- 16 Cybersecurity**
- 16.1 The Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations 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 (to the extent applicable).
- 16.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by the Supplier from time to time in the performance of this contract.
- 16.3 Should products or services contain software, firmware, or chipsets:
- 16.3.1 the Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
- 16.3.2 the Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to TRENCH remedying vulnerabilities for the reasonable lifetime of the products and services;
- 16.3.3 the Supplier shall provide to TRENCH a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to TRENCH;
- 16.3.4 the Supplier shall grant to TRENCH the right, but TRENCH shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support TRENCH;
- 16.3.5 the Supplier shall provide TRENCH a contact for all information security related issues (available during business hours).
- 16.4 The Supplier shall promptly report to TRENCH all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent TRENCH is or is likely to be materially affected.
- 16.5 The Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 16.
- 16.6 Upon TRENCH's request, the Supplier shall provide written evidence of its compliance with this section 16 including generally accepted audit reports (e.g. SSAE-16 SOC 2 Type II).
- 15.2 如果供应商交付的产品中含有订购时适用的“ 限用物质清单”（www.bomcheck.net/suppliers/restricted-and-declarable-substances-list）中所列的物质，或需遵守法定的物质限制和/或信息要求（例如：REACH 标准、RoHS 指令），则供应商应在首次交付产品之日或之前，在 BOMcheck（www.BOMcheck.net）网上数据库中申报此类物质并提供所要求的信息。关于法定的物质限制，上述规定仅适用于供应商或 TRENCH 注册地或 TRENCH 指定的目的地所在国家的法律。
- 15.3 如果交付的货物根据国际法规被归类为危险品，供应商将以供应商和 TRENCH 之间约定的形式通知 TRENCH，但在任何情况下不得迟于订单确认之日。关于第 4.4 条和第 4.5 条中有关危险品的要求仍然有效。
- 15.4 供应商有义务遵守所有有关其雇用人员的健康和安全的法律要求。它必须确保其人员以及受雇执行交付和服务的间接分包商的健康和安全得到保护。
- 16 网络安全**
- 16.1 供应商应采取适当的组织和技术措施，以确保供应商的运营以及产品和服务的机密性、真实性、完整性和可用性。这些措施应符合行业良好实践，并应包括符合 ISO/IEC 27001 或 IEC 62443 等标准的适当信息安全管理体（在适用范围内）。
- 16.2 “ 供应商的运营” 是指供应商在履行本合同过程中不时地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 TRENCH 数据）、人员和地点。
- 16.3 如果产品或服务中包含软件、固件或芯片组：
- 16.3.1 供应商应实施适当的标准、流程和方法，以防止、识别、评估和修复产品和服务中的任何漏洞、恶意代码和安全事件，并应符合行业良好实践和标准，例如 ISO/IEC 27001 或 IEC 62443（在适用的范围内）；
- 16.3.2 供应商应继续支持和提供服务来修复、更新、升级和维护产品和服务，包括在产品和服务的合理生命周期内向 TRENCH 提供修补漏洞的补丁；
- 16.3.3 供应商应向 TRENCH 提供一份物料清单，用于识别产品中所含的所有第三方软件组件。第三方软件在交付给 TRENCH 时应是最新版本；
- 16.3.4 供应商应向 TRENCH 授予测试或委托他人测试产品中的恶意代码和漏洞的权利（但 TRENCH 没有义务这样做），并应给予 TRENCH 充分的支持。
- 16.3.5 针对所有与信息安全相关的问题，供应商应向 TRENCH 提供一个在工作时间可用的联系人。
- 16.4 对于供应商的任何运营、服务和产品中发生的或怀疑的所有信息安全事件以及发现的漏洞，如果这些事件和漏洞实际或可能对 TRENCH 产生重大影响，供应商应立即向 TRENCH 报告。
- 16.5 供应商应采取适当措施，以使其分包商和供应商在合理时间内受与本第 16 条之规定类似的义务的约束。
- 16.6 一经 TRENCH 要求，供应商应提供书面证据，证明其遵守本第 16 条之规定，包括一般公认的审计报告（例如：SSAE-16 SOC 2 Type II）。

- 17 Export Control and Foreign Trade Data Regulations**
The supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). In particular, the Supplier represents and warrants that none of its products nor its services provided under the contract contain products and/or services restricted for import under the Foreign Trade Regulations applicable to TRENCH, including but not limited to Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006, each as amended, and import restrictions enforced by the U.S. Customs and Border Protection. The Supplier shall advise TRENCH in writing within two weeks of receipt of the order and in case of any changes without undue delay of any information and data required by TRENCH to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:
- all applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
 - the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
 - the country of origin (non-preferential origin); and
 - upon request of TRENCH- the Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).
 - upon request of Customer: evidence of the country of origin of the iron and steel inputs used for the processing of the products.
- 18 Reservation Clause**
TRENCH shall not be obligated to fulfill the contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- 19 Mention as Reference Trench**
Only upon TRENCH's prior written approval, the Supplier shall be allowed to mention TRENCH as a reference customer and/or make reference to products or services which the Supplier has developed during the performance of an order for TRENCH.
- 20 Supplementary Provisions**
- 20.1 Insofar as the provisions of these Conditions of Purchase do not regulate certain matters, relevant statutory provisions shall apply.
- 20.2 The Supplier shall be liable for any expenses and/or damages incurred by TRENCH due to any breach of these conditions, in particular of sections 2, 3, 4, 7, 8, 14, 15, 16 and 17, unless the Supplier is not responsible for such breach.
- 21 Place of Jurisdiction and Applicable Law**
- 21.1 The contract shall be governed by and construed in accordance with the laws of the People's Republic of China. The application of the UN-Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 21.2 The relevant court of jurisdiction shall be Beijing.

- 17 出口管制和外贸数据法规**
供应商应遵守所有适用的出口管制、海关和外贸法规（“外贸法规”）。特别是，供应商声明并保证，其根据合同提供的任何产品或服务都不含 TRENCH 适用的外贸法规（包括但不限于经修订的欧盟理事会第 833/2014 号、692/2014 号、2022/263 号或 765/2006 号条例以及美国海关和边境保护局实施的进口限制）所限制进口的产品和/或服务。供应商应在收到订单后两周内以及情况发生任何变化时，毫无延误地及时将 TRENCH 在出口、进口和再出口时为符合所有外贸法规而需要的信息和数据以书面形式通知给 TRENCH，包括但不限于：
- 所有适用的出口清单编号，包括根据美国贸易管制清单（CCL）的出口管制分类编码（ECCN）；和
 - 根据当前对外贸统计商品分类的统计商品编码以及 HS（协调制度）编码；和
 - （非优惠）原产地证明；和
 - 在 TRENCH 要求的情况下：供应商的优惠原产地声明（如果是欧洲供应商）或优惠证明（如果是非欧洲供应商）。
 - 在 TRENCH 要求的情况下：产品加工中使用的铁矿石和钢材的原产地证明。
- 18 保留条款**
如果由于国内或国际对外贸易或海关要求或任何禁运或其他制裁而阻碍合同的履行，则 TRENCH 没有义务履行合同。
- 19 作为参考 TRENCH 提及**
只有经 TRENCH 事先书面批准，才允许供应商提及 TRENCH 作为参考客户和/或提及供应商在履行对 TRENCH 的订单期间开发的产品或服务。
- 20 补充条款**
- 20.1 如果某些事项不适用本采购条款，则适用相关的法律规定。
- 20.2 对于 TRENCH 因这些条款被违反（特别是第 2、3、4、7、8、14、15、16 和 17 条）而产生的任何费用和/或损害，均由供应商负责，除非该违约不是供应商的责任。
- 21 管辖地和适用法律**
- 21.1 合同应适用中华人民共和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）。
- 21.2 管辖法院为北京。

Trench Group Supplier Code of Conduct

Code of Conduct for Suppliers and Third-Party Intermediaries

传奇集团 — 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 Trench Group 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传奇集团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

人权

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 specifically vulnerable rights holders, such as women, children or 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, oppression, exploitation and human trafficking.
不得实施或助长奴役、劳役、强迫劳动、压迫、剥削和贩卖人口等行为。
- Prohibition of Child Labor
禁止雇用童工
 - Employ no workers under the age of which compulsory schooling ends according to the law of the place of employment, provided that the age of employment is not less than 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.
不雇用根据就业地法律规定的义务教育结束年龄以下的未满十五（15）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。
 - Employ no workers under the age of 18 for hazardous work according to ILO Convention 182.
根据 ILO 公约第 182 号规定，不雇用未满十八（18）岁的员工从事有害工作。
- Non-Discrimination and Respect in employment
禁止歧视、尊重雇员
 - Ensure equal treatment of employees, irrespective of skin color, race, nationality, ethnicity, social background, health status, disabilities, gender, sexual identity and orientation, marital status, political opinion, ideological or religious conviction, belief, or age, and promote their equal opportunities.
确保员工获得平等待遇，无差别对待不同肤色、种族、国籍、民族、社会背景、健康与否、残疾与否、性别、性身份与取向、婚姻状况、政治观点、宗教信仰或年龄等，为员工提供平等的机会。
 - 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。

- Refrain from unnecessary restriction on freedom of movement, except for safety and security requirements.
除非安全和安保要求，避免对行动自由采取不必要的限制。
- Freedom of association and collective bargaining
结社和集体谈判自由
 - Recognize the legal rights of workers to form or join trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.
承认员工组建工会或加入工会并参与集体谈判的合法权利；对待员工组织或工会成员，应秉持一视同仁的态度。
- Working Hours & Wages for Employees
员工的工作时间和工资
 - Adhere to all applicable working-hours and rest breaks regulations.
遵守所有适用的工作时间和休息规定。
 - Pay fair, at least minimum, wages required by applicable law.
支付不低于最低工资要求的公平的酬劳，并遵守所适用的工资法律。
 - In the event of cross-border personnel deployment adhere to all applicable legal requirements.
在跨境派遣人员时，遵守所有适用的法律要求。
- Life, Health & Safety of Employees
员工的生活、健康与安全
 - Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions and, where applicable, adequate accommodation to safeguard health and wellbeing of employees.
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，并在适用时提供适当的住宿，以保障员工的健康和福祉。
 - Provide training and instruction to ensure employees are educated in health and safety issues.
提供培训和指导，确保员工接受健康和安全的教育。
 - Establish and apply a reasonable occupational health & safety management system.
建立并运用合理的职业健康和安全管理体系统。
- Impact on communities
对社区的影响
 - Refrain from unlawful eviction and / or unlawful deprivation of land, forests and waters.
避免非法驱逐和/或非法剥夺土地、森林和水域。
- Security Forces
安保
 - When using private or state security forces, ensure that the human rights of employees and other rights holders are respected (in particular, no use of physical or psychological force, except in case of legitimate self-defense).
在使用私人或国家安保时，确保员工和其他权利人的人权得到尊重（特别是不使用身体上和心理上的暴力行为，除非是正当防卫）。

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。
 - Minimize environmental pollution and make continuous improvements in environmental protection.
减少环境污染，不断完善环境保护措施。
 - Establish a reasonable environmental management system.
建立合理的环境管理体系。
 - Not cause harmful soil change, water pollution, air pollution, harmful noise emission or excessive water consumption, which significantly impairs the basic existential needs or harms the health of a person.
不因土壤变化、水污染、空气污染、有害的噪音排放或过量的水消耗对环境造成伤害，从而严重损害人的基本生存需求或伤害人的健康。
 - Reduce waste and ensure their proper treatment and disposal.
减少废物产生并确保废物得到妥善处理 and 报废。

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值的，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.
尊重他人的知识产权。
- Conflicts of Interest
利益冲突
 - Avoid and/or disclose internally and to Trench Group 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，包括企业内部以及传奇集团。
- 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 and Cybersecurity
个人信息隐私和网络安全
 - 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。
 - Commit to have an adequate Cybersecurity management framework established in its organization based on good industry practice, to ensure the confidentiality, authenticity, integrity, and availability of data, processes, products, systems and services.
承诺根据其良好的行业实践在其公司中建立适当的网络安全管理框架，以确保数据、流程、产品、系统和服务的保密性、真实性、完整性和可用性。
- Foreign Trade Regulations
外贸条例
 - Comply with the applicable export, import, customs and foreign trade regulations.
遵守适用的进出口控制、海关和外贸条例。

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。

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.
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。
- Ensure protection of reporters or whistleblowers against any kind of retaliation.
确保保护报告人或举报人免遭任何形式的报复

Supply Chain

供应链

- Take reasonable measures to make its suppliers comply with the principles of this Code of Conduct and to verify this on a risk basis.
采取适当措施，使次级供应商遵守本行为准则，并以风险管理的形式加以核实。
- 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。