

Terms and Conditions (“Ts and Cs”)

条款和条件

1.	Structure of the Agreement 本协议的架构
1.1	<p>When you sign an Order Form or sign up via Our Supplier Registration Process for one or more of our Products or Services, these Ts and Cs form part of the Agreement between you and us.</p> <p>当您就我们的一项或多项产品或服务签署订购单或通过我们的供应商注册程序进行注册时，本条款和条件将构成您与我们之间所达成协议的一部分。</p>
1.2	<p>These Ts and Cs apply to all our Products and Services, but there may be additional, specific terms or alternative terms relating to particular Products or Services, including, but not limited to any additional terms which are set out in the Schedules or Exhibits to these Ts and Cs, an Order Form, or in a Statement of Work or the Supplier Registration Process. Where those terms are different to the Ts and Cs, it will be those terms in the Order Form, Statement of Work or Supplier Registration Process that both of us will rely on to interpret the Agreement between us.</p> <p>本条款和条件适用于我们的所有产品和服务，但可能存在与特定产品或服务相关的附加、特定或替代条款，包括但不限于在本条款和条件的附表或附录、订购单、工作说明书或供应商注册程序中载明的任何附加条款。如果前述任何附加条款与本条款和条件不一致，则双方应依据订购单、工作说明书或供应商注册程序中载明的条款解释双方之间的协议。</p>
1.3	<p>Words in bold have certain meanings which are either defined within the limited sections they apply to or are set out at the end of these Ts and Cs in Schedule 1.</p> <p>粗体字应具有特定含义，相关含义已在其适用的限定章节中定义或在本条款和条件末尾的附表 1 中列明。</p>
2.	Your Licence to use our Products and / or Services and Sedex/SIEL Marks 您使用我们产品和/或服务以及 SEDEX/SIEL 标识的许可
2.1	<p>For the Term set out in the Order Form, Statement of Work or Supplier Registration Process we grant You a non-exclusive, non-transferable licence to use the Products or Services, and any SIEL Marks in accordance with this Agreement.</p> <p>在订购单、工作说明书或供应商注册程序中载明的期限内，我们特此授予您一项非独家的且不可转让的许可以便您根据本协议使用产品或服务及任何 SIEL 标识。</p>
2.2	<p>Unless you are permitted in the Order Form, Statement of Work or Supplier Registration Process or have agreed in writing with us, you will not and will not try to:</p> <p>2.2.1 sublicense, publish, transmit, transfer, sell, copy, reproduce, distribute, display, modify, alter or in anyway exploit any Products, Services or any portion of a Product or Service or SIEL Marks.</p> <p>2.2.2 reverse-engineer, decompile, disassemble, reverse compile, create derivative works of, or attempt to derive the source code of, the Products or Services.</p>

	<p>2.2.3 distribute, share, publish or otherwise make available any Product, Service, SIEL Marks or IP or any portion of a Product or Service, SIEL Marks or SIEL IP to anyone else; or</p> <p>2.2.4 charge a fee for providing a Product, Service or any portion of a Product or Service, SIEL Marks or SIEL IP to anyone else.</p> <p>除非您在订购单、工作说明书或供应商注册程序中被允许或与我们达成书面约定，否则您不得且不得试图：</p> <p>2.2.1 对任何产品、服务或其任何部分、SIEL 标识进行再许可、发布、传输、转让、出售、拷贝、复制、分发、展示、修改、变更，或以任何方式加以利用。</p> <p>2.2.2 对产品或服务进行逆向工程、反编译、反汇编、逆向编译、创造衍生作品或试图衍生源代码。</p> <p>2.2.3 分发、共享、发布或以其他方式提供任何或部分产品、服务、SIEL 标识、SIEL 知识产权给任何其他人；或</p> <p>2.2.4 就向任何其他人提供任何或部分产品、服务、SIEL 标识或 SIEL 知识产权收取费用。</p>
2.3	<p>When the Agreement terminates, the licence you have been granted in Clause 2.1 above shall terminate unless the Order Form, Statement of Work or Supplier Registration Process allows You to continue to use a Product, Service or output from a Product or Service, SIEL Marks or SIEL IP.</p> <p>本协议终止时，您于上述第 2.1 条被授予的许可也应终止，除非订购单、工作说明书或供应商注册程序另行规定您有权继续使用产品、服务或其产出、SIEL 标识或 SIEL 知识产权。</p>
3.	<p>Our Licence to use Customer Content and Customer Marks and use Your name and logo</p> <p>我们使用客户内容和客户标识以及使用您的名称和标识的许可</p>
3.1	<p>You grant us a perpetual, non-exclusive, non-transferable licence to use, process, access and transmit the Customer Content and any Customer Marks to provide, develop, maintain, deliver, monitor and improve our Products and Services.</p> <p>您授予我们一项使用、处理、访问和传输客户内容和任何客户标识的永久的、非独家的、不可转让的许可，以便我们提供、开发、维护、交付、监控和改进自身产品和服务。</p>
3.2	<p>You grant Us the right to promote and display your company using the company name and logo, as a Sedex Customer on the Sedex website and in our periodic newsletter, social media platforms and other communications and marketing and to act as a reference for us where reasonably requested by us to do so.</p> <p>您授予我们在 Sedex 网站、我们的定期资讯、社交媒体平台和其他通讯和营销中使用公司名称和标识作为 Sedex 客户推广和展示您公司的权利，并同意在我们合理要求时作为我们的推荐人。</p>
4.	<p>Our Obligations to You</p> <p>我们对您负有的义务</p>
4.1	<p>We will provide all Products and Services with all reasonable care and skill and in accordance with the Terms of this Agreement.</p> <p>我们将尽一切合理注意和技能，并根据本协议的条款，提供全部产品和服务。</p>
4.2	<p>Where we use third parties in the provision, development, maintenance, delivery,</p>

	<p>monitoring and improvement of our Products and Services we will be responsible for their actions.</p> <p>当我们委托第三方提供、开发、维护、交付、监控和改进我们的产品和服务时，我们将对他们的行为负责。</p>
4.3	<p>We may from time to time make modifications to our Products and/or Services. In the very unlikely situation where we expect those modifications may have a material impact on you ("Material Modifications"), we will use all reasonable endeavours to notify you in advance of the Material Modifications and the likely impact they will have on you.</p> <p>我们可能不时会对我们的产品和服务进行修改。极少数情况下，当我们预期该等修改会对您产生重大影响时（“重大修改”），我们将尽一切合理努力提前通知您该等重大修改及其可能对您产生的影响。</p>
5.	<p>Payment Terms</p> <p>支付条款</p>
5.1	<p>You will pay the Fees as set out in the Order Form, Statement of Work or Supplier Registration Process. All Fees are exclusive of any applicable value added tax or other sales taxes which will be added to Our invoices at the applicable rate.</p> <p>您应按照订单、工作说明书或供应商注册程序中的规定支付费用。所有费用均不含任何适用的增值税或其他销售税。这些税费将按所适用的税率添加至我们账单中。</p>
5.2	<p>You will pay all Fees without any set-off, deduction or withholding.</p> <p>您应支付全部费用，不得进行任何抵销、扣除或预提。</p>
6.	<p>Intellectual Property ("IP") Ownership</p> <p>知识产权所有权</p>
6.1	<p>You remain the owner of all intellectual property rights in any Customer Content or Customer Marks that you provide to us or upload into our Products or Services.</p> <p>您向我们提供的或上传至我们产品或服务中的任何客户内容或客户标识中所含的全部知识产权所有权仍由您持有。</p>
6.2	<p>We remain the owner of intellectual property rights in the Products, Services, SIEL IP and SIEL Marks.</p> <p>产品、服务、SIEL 知识产权及 SIEL 标识中所含的知识产权所有权由我们持有。</p>
7.	<p>Liability</p> <p>责任</p>
7.1	<p>Neither you or we exclude or limit liability for:</p> <p>7.1.1 Personal injury or death, 7.1.2 Fraud or fraudulent misrepresentation, or 7.1.3 Any other liability which cannot be excluded or limited under the Governing Law.</p> <p>您或我们均不可被免除或限制以下各项的责任：</p> <p>7.1.1 人身伤害或死亡， 7.1.2 欺诈或欺诈性失实陈述，或</p>

	<p>7.1.3 依据准据法规定不能被免除或限制的任何其他责任。</p>
7.2	<p>Subject to Clause 7.1, neither of us be liable to the other for any of the following:</p> <p>7.2.1 Loss of profits, 7.2.2 Loss of sales, 7.2.3 Loss or corruption of data, 7.2.4 Business interruption, or 7.2.5 Any other indirect, special or consequential loss or damage.</p> <p>在不违反第 7.1 条规定的前提下，任何一方都不对另一方承担以下任何责任：</p> <p>7.2.1 利润损失， 7.2.2 销售损失， 7.2.3 数据丢失或损坏， 7.2.4 业务中断，或 7.2.5 任何其他非直接、特殊的或间接损失或损害。</p>
7.3	<p>Apart from the liabilities set out in Clause 7.1 and our responsibilities to each other as set out in Clause 8 of this Agreement, we both agree that it is fair and reasonable to set a cap on our liability to each other under and in connection with this Agreement, and we both agree the amount of that liability cap shall be no more than an amount equal to the amount paid by you, under any relevant Order Form, Statement of Work or in the case of Suppliers in respect of any relevant Site(s) in the year preceding the date either of us makes a claim against the other.</p> <p>除第 7.1 条规定的责任及本协议第 8 条规定的双方对彼此承担的责任外，双方同意，为双方在本协议项下或与本协议相关的责任设定一个上限是公平合理的。双方亦同意，该等责任上限的金额不应超过您依据任何相关订购单、工作说明书支付的金额；或就供应商而言，责任上限金额不应超过一方向另一方提出索赔之日起前一年内所支付的任何相关场所费用。</p>
8.	<p>Indemnity Obligations: Our Indemnity to You 赔偿义务：我们对您作出的赔偿</p>
8.1	<p>We will, at our own expense, defend you, from and against any and all third party claims, demands or legal proceedings and shall pay any and all damages, losses, liabilities, taxes, penalties, fines, charges, costs and expenses (including reasonable legal fees) (collectively, "Losses") incurred by you that arise from or relate to an allegation that our Products, Services or SIEL Marks infringe that third party's specific patent, trademark or copyright, or misappropriate that third party's trade secret or other intellectual property right.</p> <p>我们将自行承担费用使您免于遭受任何和所有第三方的索赔、要求或诉讼程序，并将向您支付因我们的产品、服务或 SIEL 标识被指称侵犯该第三方的特定专利、商标或版权或盗用该第三方的商业秘密或其他知识产权的相关指控而产生的任何及所有损害、损失、责任、税款、罚款、罚金、收费、成本和支出（包括合理的法律费用）（合称“损失”）。</p>
8.2	<p>How We Will Handle Third Party IP Infringement Claims</p> <p>我们将如何处理第三方知识产权侵权索赔</p>

	<p>If a third party claim is made or appears likely to be made, we may choose: (i) to procure for you the right, without additional cost to you, to continue to use the Product, Service or SIEL Marks; (ii) to replace, at our cost, the Product, Service or SIEL Marks or any portion of them, with a Product, Service or SIEL Mark that functions substantially in accordance with the specifications of the affected portion of the Product, Service or SIEL Mark; (iii) to modify the Product, Service or SIEL Mark so that they do not infringe or misappropriate, provided that the Product, Service or SIEL Mark, as modified, continues to perform substantially in accordance with the applicable specifications; or (iv) to terminate this Agreement and to pay to you a refund of any prepaid fees paid under it through the remaining portion of the then-current term.</p> <p>如果出现或可能出现第三方索赔，我们可以选择 (i)为您获取继续使用产品、服务或 SIEL 标识的权利，而无需增加您额外的费用；(ii) 用功能与产品、服务或 SIEL 标识受影响部分的规格实质一致的产品、服务或 SIEL 标识对原产品、服务或 SIEL 标识或其任何部分进行替换，并由我们自行承担费用；(iii) 对产品、服务或 SIEL 标识进行修改，使其不构成侵权或盗用，前提是修改后的产品、服务或 SIEL 标识仍可持续实质符合适用标准；或 (iv) 终止本协议，并退还您依据本协议为当时有效的协议期限的剩余部分预付的任何费用。</p>
8.3	<p>This Clause 8 sets out our entire obligation to you with respect to any claim to infringement or misappropriation.</p> <p>本第 8 条载明了我们就侵权或挪用的任何索赔应向您承担的全部义务。</p>
9.	<p>Indemnity Obligations: Your Indemnity to Us</p> <p>赔偿义务：您对我们作出的赔偿</p>
	<p>You will, at your expense, defend us from and against any and all third party claims, demands or legal proceedings and shall pay any and all Losses incurred by us arising from or relating to your use of the Products, Services or SIEL Marks or any other SIEL IP or content made available to you by other users of the Products and Services under this Agreement.</p> <p>您应自行承担费用，使我们免于遭受其他用户因您使用本协议项下产品、服务、SIEL 标识、任何其他 SIEL 知识产权或任何内容而提起的任何和所有第三方的索赔、要求或诉讼程序，并应赔偿我们由此产生的任何和所有损失。</p>
10.	<p>Conditions to Indemnification</p> <p>赔偿的条件</p>
10.1	<p>We will both comply with the conditions set out this Clause 10.</p> <p>If one of us is making a claim for indemnification under this Agreement the party seeking indemnification (the "Indemnified Party") shall:</p> <p>10.1.1 Promptly notify the other party (the "Indemnifying Party") in writing of the claim;</p> <p>10.1.2 Allow the Indemnifying Party to control, and reasonably cooperate with Indemnifying Party in, the defence of the claim and any related settlement negotiations, and</p> <p>10.1.3 In no event, agree to, or authorise settlement of, any such claim without the Indemnifying Party's prior written agreement.</p>

	<p>双方均应遵守本第 10 条规定的条件。</p> <p>如果双方中的任何一方根据本协议提出索赔，要求赔偿的一方（“受偿方”）应：</p> <p>10.1.1 及时以书面形式将索赔事宜通知另一方（“赔偿方”）；</p> <p>10.1.2 允许赔偿方掌控，且应合理配合赔偿方对该等索赔所进行的辩护和任何相关的和解谈判，以及</p> <p>10.1.3 不得在未经赔偿方事先书面同意的情况下同意或授权和解此类索赔。</p>
10.2	<p>We both agree that we have a duty to each other to mitigate Losses claimed under Clause 8 and 9 by taking appropriate and reasonable actions to reduce or limit the amount of such damages either party might be exposed to.</p> <p>双方同意，双方有责任通过采取适当且合理的行动以减轻一方因第 8 条和第 9 条项下的索赔而遭受的损失，从而减少或限制任何一方可能遭受的损失。</p>
11.	<p>Confidentiality</p> <p>保密</p>
11.1	<p>We both agree that we will not disclose any information which we receive from each other, which has been identified as confidential or proprietary or the nature of which is clearly confidential or proprietary (“Confidential Information”) or make any use of any such Confidential Information other than for the purposes of performance of the Agreement other than as set out in Clause 11.2 and 11.3 below.</p> <p>双方同意，除下文第 11.2 条和第 11.3 条所规定的情形外，双方不会披露从对方处获得的任何被确定为保密或专有的信息，或其性质明显为保密或专有的信息（“保密信息”），也不会使用该等保密信息用于履行本协议目的之外的用途。</p>
11.2	<p>We both agree we can disclose Confidential Information received from each other to our responsible employees, consultants, sub-contractors or suppliers who need to receive the information in the course of performance of the Agreement and who have entered into an agreement containing appropriate confidentiality provisions.</p> <p>双方同意，双方可将将从对方处获得的保密信息披露给在本协议履行过程中需要获取保密信息并且已签署包含适当保密条款的协议的双方负责的雇员、顾问、分包商或供应商。</p>
11.3	<p>The confidentiality obligations in this Clause shall not apply to any information which:</p> <p>11.3.1 Is or subsequently becomes available to the general public other than through a breach by the receiving party,</p> <p>11.3.2 Is already known to the receiving party before disclosure by the disclosing party,</p> <p>11.3.3 Is required to be disclosed by law,</p> <p>11.3.4 Is developed through the independent efforts of the receiving party,</p> <p>11.3.5 Is covered by the licenses granted elsewhere in this Agreement, or</p> <p>11.3.6 The receiving party rightfully receives from a third party without restriction as to use.</p> <p>本条中的保密义务不适用于以下任何信息：</p> <p>11.3.1 非由于接收方违约而为公众所知或随后为公众所知的信息，</p>

	<p>11.3.2 接收方在披露方向其披露前已知晓的信息，</p> <p>11.3.3 法律要求披露的信息，</p> <p>11.3.4 通过接收方独立努力而开发的信息，</p> <p>11.3.5 属于本协议其他条款授予的许可范围，或者</p> <p>11.3.6 接收方从第三方处合法获得且使用不受限制的信息。</p>
12.	<p>Data Protection 数据保护</p>
	<p>We recognise that we may each be processing Personal Data in connection with the performance of our obligations and/ or exercise of our rights under the Agreement and the factual arrangement shall dictate the role of either of us as a data controller or data processor, or equivalent, as set out in applicable regulation. We both agree we shall at all times comply with our respective obligations under all data protection laws to the extent such that these apply to each of us in connection with the performance of our obligations or exercise of our rights under the Agreement.</p> <p>双方认可，双方各自在履行本协议项下的义务和/或行使本协议项下的权利的过程中，可能会处理个人数据，并且实际安排决定了双方中的任何一方承担数据控制者、数据处理者或适用法律规定的同等角色。双方同意，在履行本协议规定的义务或行使本协议项下的权利时，应始终遵守各自所适用的数据保护法律下所规定的义务。</p>
13.	<p>Term and Termination 期限与终止</p>
	<p>The Agreement starts on the Start Date set out in the Order Form and will continue for any Initial Term and any Renewal Term unless either of us provides written notice of termination to the breaching party as follows:</p> <p>13.1 Immediately where a material breach cannot be remedied, or</p> <p>13.2 If the breach can be remedied, it is not remedied within 30 working days after written notice from the non-breaching party asking for it to be remedied has been given.</p> <p>本协议自订单中规定的起始日起生效，并将在任何初始期限和任何续订期限内继续生效，除非双方中的任何一方向违约方发出书面终止通知如下：</p> <p>13.1 在重大违约无法弥补的情况下立即终止，或</p> <p>13.2 可被纠正的违约行为在非违约方发出要求纠正违约行为的书面通知后的 30 个工作日内仍未被纠正。</p>
14.	<p>Force Majeure 不可抗力</p>
	<p>Neither of us will be liable to the other if we cannot perform or are delayed in performing our obligations under the Agreement due to a Force Majeure Event.</p> <p>如因不可抗力事件导致双方中的任何一方无法履行或延迟履行本协议规定的义务，任何一方均不对另一方承担责任。</p>

15.	Dispute Resolution 争议解决
15.1	<p>If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute") then we both agree to follow the process set out in this Clause 15.</p> <p>如因本协议或本协议的履行、有效性或可执行性而产生或与之相关的争议 ("争议")，双方同意遵循本第 15 条规定的程序。</p>
15.2	<p>Either of us will give the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On receipt of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute.</p> <p>任何一方均应向另一方发出书面争议通知，说明争议的性质和全部细节 ("争议通知")，并附上相关证明文件。收到争议通知后，双方应本着诚信善意原则努力解决争议。</p>
15.3	<p>If we are unable to resolve the Dispute within 20 working days of service of the Dispute Notice, then we will attempt to settle it by an agreed alternative dispute resolution mechanism prior to commencing litigation proceedings.</p> <p>双方无法在争议通知送达后的 20 个工作日内无法解决争议的，应在诉讼程序启动之前尝试通过商定的替代争议解决机制解决争议。</p>
15.4	<p>This Agreement shall be governed and interpreted in accordance with the laws of England and Wales ("Governing Law") and we both agree that any legal proceedings shall commenced in the English Courts.</p> <p>本协议应受英格兰和威尔士法律 ("准据法") 的管辖和解释，且双方同意任何法律诉讼均应在英格兰法院进行。</p>
16.	General Provisions 一般条款
16.1	<p>We both agree that this Agreement sets out the entire agreement between us and replaces and cancels all, previous agreements (including any Non-Disclosure or Confidentiality Agreements, promises, assurances, warranties, representations and understandings) between us, whether written or verbal in respect of the Products or Services set out in an Order Form, Statement of Work or Supplier Registration Process.</p> <p>双方同意，本协议构成双方间的完整协议，并将取代和取消双方此前就订购单、工作说明书或供应商注册程序中载明的产品或服务所达成的所有书面或口头协议（包括任何不披露或保密协议、承诺、保证、担保、陈述和谅解）。</p>
16.2	<p>Subject to clause 16.3, any amendment to the Agreement shall be agreed in writing by both of us.</p> <p>在不违反第 16.3 条的情况下，对于本协议的任何修改都应经过双方的书面同意。</p>
16.3	<p>From time to time, we may change these Ts and Cs to include new products and services and generally keep them up to date. We will post any changes on the Sedex website and notify You of such amendments. By continuing to use the Products or Services You will be deemed to have accepted such changes.</p>

	<p>我们可能会不时更改本条款和条件，以纳入新的产品和服务，并对其进行总体更新。我们将在 Sedex 网站上公布任何更改，并将此类修订通知您。继续使用产品或服务将被视为您已接受此类更改。</p>
16.4	<p>We may assign or novate this Agreement, (in whole or in part) to another company within the Sedex Group, by prior notice in writing or publishing such notice on the Sedex website and you hereby confirm your agreement to the same and agree that your continued use of the Product or Service shall constitute acceptance of such novation, and agree to do and sign any such acts or documents as We may reasonably require to perfect such assignment or novation.</p> <p>我们可通过事先书面通知或在 Sedex 网站上发布此类通知的形式，向 Sedex 集团内的另一家公司转让或更替本协议的全部或部分。您在此确认同意该等转让或更替，并同意您对产品或服务的继续使用视为接收该等更替。您也同意采取并签署我们可能合理要求的任何行动或文件，以完善该等转让或更替。</p>
16.5	<p>We both accept that:</p> <p>16.5.1 Neither of us will interpret a failure by either of us to enforce any rights, remedies or powers under this Agreement in a specific situation as a waiver of those rights, remedies and powers;</p> <p>16.5.2 If a court finds that any part of this Agreement is invalid or enforceable, the rest of Agreement shall remain in full force and effect.</p> <p>双方均同意：</p> <p>16.5.1 在特定情况下，任何一方未强制执行本协议项下的任何权利、救济或权力的行为不得解释为放弃该等权利、救济和权力；</p> <p>16.5.2 如果法院认定本协议的任何部分无效或不可执行，本协议的其余部分仍应完全有效。</p>
16.6	<p>Any notice to be given under the Agreement may be delivered to the contact details set out in the Order Form, the Supplier Registration Process or as otherwise set out in this Agreement.</p> <p>本协议项下发出的任何通知均可发送至订购单、供应商注册程序或本协议另行载明的联系方式。</p>
16.7	<p>We both agree that the following Clauses will remain valid after termination of the Agreement:</p> <p>Clauses 6 (Intellectual Property), 7 (Liability), 8, 9 and 10 (Indemnity), 11 (Confidentiality), 12 (Data Protection), 14 (Force Majeure) and 15 (Dispute Resolution), as well as this Clause 16.7.</p> <p>双方同意以下条款在本协议终止后继续有效：</p> <p>第 6 条(知识产权)、第 7 条(责任)、第 8 条、第 9 条和第 10 条(赔偿)、第 11 条(保密)、第 12 条(数据保护)、第 14 条(不可抗力)和第 15 条(争议解决)，以及本第 16.7 条。</p>

Schedule 1: Definitions

附表 1: 定义

<p>Agreement 协议</p>	<p>Means the Order Form Statement of Work or Supplier Registration Process incorporating these Ts and Cs and any schedules, exhibits or statements of work set out in the Order Form.</p> <p>指包含本条款和条件的订购单、工作说明书或供应商注册程序，以及订购单中载列的任何附表、附录或工作说明。</p>
<p>Affiliate Audit Company 关联审核公司</p>	<p>Means an audit company that meets our criteria and is authorised by us to conduct SMETA audits.</p> <p>指符合我们标准并经我们授权进行SMETA 审核的审核公司。</p>
<p>Buyer 买方</p>	<p>Means a buyer of goods and services who subscribes to the Sedex Platform for the purposes of accessing information relating to supply chain sustainability performance of its suppliers.</p> <p>指为获取供应商供应链可持续性绩效相关信息而订阅 Sedex 平台的商品和服务的买方。</p>
<p>Customer, You, Your 客户，您，您的</p>	<p>Means the company or individual described as the “Customer” on the Order Form Statement of Work or Supplier Registration Process.</p> <p>指在订购单、工作说明书或供应商注册程序中被描述为“客户”的公司或个人。</p>
<p>Customer Content 客户内容</p>	<p>Means any information, data, or content which is either provided by you to us to provide Products or Services to you, or as uploaded by you into a platform, tool or assessment as part of the Products or Services we provide to you under the Agreement.</p> <p>指您向我们提供的任何信息、数据或内容，以便我们向您提供产品或服务；或由您上传到平台、工具或评估中，作为我们根据本协议向您提供的产品或服务的一部分。</p>
<p>Customer Marks 客户标识</p>	<p>Means your registered trade or service marks, including company branding and logos.</p> <p>指您的注册商标或服务商标，包括公司品牌和标志。</p>

<p>Force Majeure Event 不可抗力事件</p>	<p>Means a failure by either of us to fulfil an obligation under the Agreement due to an event beyond our reasonable control (including but not limited to (a) decision of any court or other judicial body of competent jurisdiction, (b) failure or non-availability of Internet or telecommunications facilities, computer hardware or software, (d) act of God, war, riot, terrorist attack, civil commotion, malicious damage, fires, pandemic, flood or storm (e) strikes or other industrial disputes (whether involving either party's workforce or of any other party) or (f) acts of government or other prevailing authorities.).</p> <p>指由于超出一方合理控制的事件（包括但不限于（a）有管辖权的任何法院或其他司法机构的裁决，（b）互联网或电信设施、计算机硬件或软件的故障或不可用，（d）天灾、战争、暴乱、恐怖袭击、内乱、恶意损害、火灾、流行病、水灾或风暴，（e）罢工或其他劳资纠纷（无论涉及任何一方的员工或任何其他方），或（f）政府或其他主管部门的行为，导致任何一方未能履行本协议项下的义务）。</p>
<p>Initial Term 初始期限</p>	<p>Means the initial term set out in the Order Form Statement of Work or Supplier Registration Process.</p> <p>指订购单、工作说明书或供应商注册程序中规定的初始期限。</p>
<p>Order Form 订购单</p>	<p>Means the Order Form you sign for provision of the selected Products or Services.</p> <p>指您为所选产品或服务的提供而签署的订购单。</p>
<p>Personal Data 个人数据</p>	<p>Means personally identifiable data, including names and contact details</p> <p>指个人可识别数据，包括姓名和联系方式。</p>
<p>Products 产品</p>	<p>Means a SIEL product, which is set out in an Order Form Statement of Work or Supplier Registration Process.</p> <p>指订购单、工作说明书或供应商注册程序中规定的 SIEL 产品。</p>
<p>Renewal Term 续订期限</p>	<p>Means any term following an Initial Term, where an Initial Term has renewed automatically or otherwise for a subsequent term as set out in an Order Form, Statement of Work or Supplier Registration Process.</p> <p>指初始期限之后的任何期限，其中初始期限已自动续期或以其他方式续期至订购单、工作说明书或供应商注册程序中规定的后续期限。</p>

Sedex Account(s) Sedex 账户	Means the individual account(s) held by Users in the Platform . 指用户在平台上持有的个人账户。
Sedex Platform Sedex 平台	Means the SIEL platform where suppliers of goods and services share information via a range of assessment tools and services relating to supply chain sustainability performance. 指 SIEL 平台。商品和服务供应商可通过一系列与供应链可持续性绩效相关的评估工具和服务在该平台共享信息。
Services 服务	Means a SIEL service which is selected in an Order Form, Statement of Work or Supplier Registration Process. 指在 订购单、工作说明书 或 供应商注册程序 中选择的 SIEL 服务。
SIEL, Us and Ours SIEL, 我们, 我们的	Means Sedex Information Exchange Limited or the group company identified in the Order Form, Statement of Work or Supplier Registration Process . 指 Sedex Information Exchange Limited 或 订购单、工作说明书 或 供应商注册程序 中指定的某个集团公司。
SIEL IP SIEL 知识产权	Means the intellectual property rights of SIEL in the Products , tools, methodologies, Services or SIEL Marks or made available along with the Products or Services including software, graphics, interfaces, tools, forms, data and content created by SIEL, manuals, methods, procedures, concepts, ideas, creations, inventions, know-how. 指 SIEL 在 产品、工具、方法、服务 或 SIEL 标识 中的知识产权, 或与产品或服务一起提供的知识产权, 包括软件、图形、界面、工具、表格、SIEL 创建的数据和内容、手册、方法、程序、概念、想法、创造、发明、专有技术。
SIEL Mark(s) SIEL 标识	Means the SIEL trade or service marks including Sedex and SMETA . 指 SIEL 的商标或服务标志, 包括 Sedex 和 SMETA 。
Site(s) 场所	Means the location or workplace where work is being performed, whether it's on-site, off-site, or has no fixed address. 指开展工作的地点或工作场所, 无论是现场、非现场或无固定地址。
SMETA	Means the Sedex Member's Ethical Trade Audit designed to help Buyers and Suppliers understand standards of labour, health and safety, environmental and ethics at Suppliers Sites. 指 Sedex 会员的道德贸易审核, 旨在帮助买家和供应商了解供应商场所的劳工、健康与安全、环境和道德标准。

Start Date 起始日	Means the date set out in the Order Form, Statement of Work or Supplier Registration Process on which the Agreement starts. 指订购单、工作说明书或供应商注册程序中规定的协议起始日。
Statement of Work 工作说明书	Means the Statement of Work agreed between you and us for provision of any Services selected in an Order Form . 指您与我们于订购单中选定提供的任何服务而商定的工作说明。
Supplier 供应商	Means a supplier of goods and services who shares information on the Sedex Platform via a range of assessment tools and services relating to its supply chain sustainability performance. 指通过一系列与其供应链可持续性绩效相关的评估工具和服务在 Sedex 平台上共享信息的商品和服务供应商。
Supplier Information 供应商信息	Means a supplier information shared on the Sedex Platform via a range of assessment tools and services relating to its supply chain sustainability performance. 指通过一系列与其供应链可持续性绩效相关的评估工具和服务在 Sedex 平台 上共享的供应商信息。
Supplier Registration Process 供应商注册程序	Means the online process by which suppliers register to subscribe to the Sedex Platform. 指供应商注册订阅 Sedex 平台的在线流程。
Usage Guidelines 使用指南	Means any guidelines, instructions, requirements or conditions applicable to your use of a Product or Service . 指您使用 产品 或 服务 时所适用的任何准则、说明、要求或条件。
Term 期限	Means the Initial Term and any subsequent Renewal Terms where applicable. 指 初始期限 和任何后续 续订期限 （如适用）。
User 用户	Means a Buyer or Supplier, or other user of the Products or Services. 指买方或供应商，或产品或服务其他用户。
Virtual Assessment 虚拟评估	Means an assessment undertaken by an Affiliate Audit Company in place of a physical SMETA Audit when a SMETA Audit is not possible. 指在无法进行 SMETA 审核 时，由 关联审核公司 所进行的代替 SMETA 实际审核 的评估。



Exhibit 1

附录 1

Sedex Platform Additional Terms

Sedex 平台附加条款

Membership of Sedex Holdings Limited (“SHL”)

Sedex Holdings Limited (“SHL”) 会员

As a **Buyer** or **Supplier User** of the **Sedex Platform** you are automatically registered as a member of SHL, a membership organization which is the majority shareholder in Sedex. As a member of SHL you are entitled to nominate a representative to attend and vote at the Sedex Holdings Annual General meeting. You can find out more information about SHL on our website at www.Sedex.com

If you have reasonable grounds to suspect that another SHL Member has not acted in accordance with SHL’s Memorandum and Articles of Association, you may lodge a complaint via the Sedex Grievance Process. You can find out more information about the Grievance Process at [Grievance-Process-Nov-20.pdf \(sedex.com\)](#) which may be updated from time to time.

作为 **Sedex 平台** 的**买方**或**供应商用户**，您将自动注册成为 SHL 会员。SHL 是一家会员制组织且是 Sedex 的大股东。作为 SHL 的会员，您有权提名一名代表出席 Sedex Holdings 的年度股东大会并在会议上进行投票。有关 SHL 的更多信息，请访问我们的网站：www.Sedex.com。

如果您有合理的理由怀疑其他 SHL 成员没有按照 SHL 的组织章程和备忘录行事，您可以通过 Sedex 申诉程序提出申诉。您可以访问 [Grievance-Process-Nov-20.pdf \(sedex.com\)](#) 了解更多有关申诉程序的信息，该网站可能会不时更新。

NOTE

In communications, on our website and other documentation, **we** may refer to users, regardless of the type of user as “members”. This is a generic term for all users of the platform and services that SIEL provides and **your** rights and obligations in respect of the use of the **Sedex Platform** and **Services** derive from **your** User type.

Most *members*, who have not opted out of membership of **SHL**, will be an **SHL Member** as defined above.

注:

在我们的网站和其他文档中，无论用户的类型如何，**我们**都可以将用户称为“会员”。这是 SIEL 提供的平台和服务的所有用户的通称，**您**在使用 **Sedex 平台**和**服务**方面的权利和义务源自您的用户类型。

大多数没有选择退出 **SHL 会员**资格的会员将成为上述定义的 **SHL 会员**。

1.	Platform Availability 平台可用性
1.1	<p>We will provide the Sedex Platform using reasonable care and skill and will use all commercially reasonable endeavours to avoid the introduction of viruses, damaging or disabling code.</p> <p>我们将以合理注意和技能提供 Sedex 平台，并将尽一切商业上合理的努力避免引入病毒、破坏或禁用代码。</p>
1.2	<p>We will use all reasonable endeavours to provide availability of the Platform during normal working hours, but there may be factors outside Our reasonable control which mean we cannot guarantee uptime or specific availability of the Platform. Where we become aware of faults or interruptions, we will rectify these as quickly as is reasonably possible.</p> <p>我们将尽一切合理努力在正常工作时间内提供可供适用的平台，但仍可能存在我们无法合理控制的因素，这意味着我们无法保证平台的正常运行时间或具体可用时间。如果我们发现故障或中断，我们将在合理的范围内尽快予以排除。</p>
1.3	<p>We will use all reasonable endeavours to notify you of downtime for planned maintenance, upgrade or modification to the Platform and Services in advance and how long the Sedex Platform or Services will be unavailable.</p> <p>我们将尽一切合理的努力提前通知您平台和服务计划维护、升级或修改的停机时间，以及 Sedex 平台或服务不可用的时间。</p>
1.4	<p>Where it is not practicable to give notice of Sedex Platform unavailability due to unforeseen circumstances, we will notify you as soon as reasonably practicable and provide an estimate for how long the Sedex Platform will be unavailable.</p> <p>如果由于不可预见的情况而无法发出 Sedex 平台无法使用的通知，我们将在合理可行的情况下尽快通知您，并提供 Sedex 平台不可用的预估时间。</p>
1.5	<p>We are under no obligation to monitor, edit or remove any information uploaded to the platform and you are responsible for ensuring that that any information you do upload is accurate, does not breach the intellectual property rights of a third party and does not interfere with the integrity of the Sedex Platform and Services.</p> <p>我们没有义务监控、编辑或删除上传到平台的任何信息。您有责任确保您上传的任何信息是准确的，不会侵犯第三方的知识产权，也不会妨碍 Sedex 平台和服务的完整性。</p>
1.6	<p>Except as set out above we do not guarantee the accuracy, integrity, completeness or timeliness of the Platform, or Services which are provided “as is” and we disclaim all other warranties or conditions, express or implied as to fitness for purpose or otherwise.</p> <p>除上述内容，我们“按原样”提供平台或服务，不保证其准确性、真实性、完整性或时效性。此外，我们不提供任何其他明示或暗示的关于适用性或其他方面的保证或条件。</p>
2.	Support 支持

	<p>We provide support during normal business hours, and you can contact us at helpdesk@sedex.com.</p> <p>我们在正常工作时间提供支持，您可以通过 helpdesk@sedex.com 与我们联系。</p>
3.	<p>Account Administration</p> <p>账户管理</p>
3.1	<p>You will need to have paid any Joining Fees/ set up Fees along with the Fees for the Initial Term of Agreement as set out in the Order Form or Supplier Registration Process, before you will be granted access to the Sedex Platform.</p> <p>在您获准访问 Sedex 平台 之前，您需要支付订购单或供应商注册流程中规定的任何加入费/设立费以及初始期限的费用。</p>
3.2	<p>You will allocate individual usernames and passwords to each of your Users (“User Logins”) who need one for the proper use of the Platform, or Service. User Logins should not be shared.</p> <p>您将为您的每位用户分配独立的用户名和密码 (“用户登录名”)，这些用户需要一个用户名和密码才能正确使用平台或服务。用户登录名不得共享。</p>
3.3	<p>You are responsible for maintaining the confidentiality of User Logins and ensuring that all Users understand that they must and do maintain the confidentiality of the User Logins and comply with the Agreement.</p> <p>您有责任维护用户登录名的保密性，并确保所有用户了解他们必须维护用户登录名的保密性并遵守本协议。</p>
4.	<p>Buyer Users</p> <p>买方用户</p>
4.1	<p>Where you have selected a Buyer only licence in the Order Form you may only use the Sedex Platform, Services and Supplier Information for the purposes of internal analysis, and assessment of your Suppliers’ compliance with labour best practices and other standards.</p> <p>如果您在订购单中选择了买方唯一许可，则您只能将 Sedex 平台、服务和供应商信息用于内部分析和评估您的供应商是否符合劳工最佳实践和其他标准。</p>
4.2	<p>Where you have selected a Buyer / Supplier licence in the Order Form, you shall comply with the additional terms set out in Clause 6 below in respect of each of the Site(s) you register on the Platform.</p> <p>如果您在订购单中选择了买方/供应商许可，则您应遵守下文第 6 条中有关您在平台上注册的每个场所的附加条款。</p>
4.3	<p>You may use, display, share or publish aggregated and anonymised Supplier Information (“Derived Data”). Provided always such Derived Data does not identify a Supplier or individual.</p> <p>您可以使用、展示、共享或发布汇总的和匿名的供应商信息 (“衍生数据”)。但前提是此类衍生数据不得体现具体供应商或个人。</p>
4.4	<p>Where you are intending to display, share or publish any content from other Users of the Platform, you shall ensure you have permission from that User.</p> <p>如果您打算展示、分享或发布平台其他用户的任何内容，您应确保您已获得该用户的许可。</p>

4.5	<p>We recommend that you review the information on the Sedex Accounts of your Suppliers regularly, to identify any non-compliance issues identified and that you agree with them such remediation actions as are appropriate to the seriousness of the non-compliance issues identified. This may be in the form of third-party audits, second party audits or other forms of verification to check the status of any non-compliance issues identified.</p> <p>我们建议您定期审查 Sedex 帐户上关于您供应商的信息，以识别任何已识别的违规问题，并与他们商定与已识别的违规问题严重性相适应的补救措施。核查任何违规问题的状态可以通过第三方审核、他方再次审核或其他核查形式进行。</p>
5.	<p>Supplier Users</p> <p>供应商用户</p>
5.1	<p>You agree to fill in the Self-Assessment Questionnaire (“SAQ”) within 3 months of joining the Platform for each of your Sites</p> <p>您同意在加入平台后 3 个月内为您的每个场所填写自我评估问卷（“自我评估问卷”）。</p>
5.2	<p>You will keep your Supplier Information correct and up to date in all material respects, will review the information at least every 6 (six) months and update any changes immediately in respect of each Site. You will provide responses to your Buyers’ reasonable requests for further information in a timely manner.</p> <p>您应保持您的供应商信息在所有重要方面的正确性和最新性，至少每 6（六）个月审查一次信息，并及时更新每个场所的任何变更。您应及时回应您买方对更多信息的合理请求。</p>
5.3	<p>We recommend you address any non-compliance issues identified within a reasonable timeframe and in accordance with any agreed remediation plans.</p> <p>我们建议您在合理的时间范围内，按照任何商定的补救计划，解决已识别的任何不合规问题。</p>
5.4	<p>Where a SMETA Audit or Virtual Assessment is required for any of Your Sites, you undertake to cooperate fully with the Affiliate Audit Company and provide the Affiliate Audit Company with such access and assistance that they reasonably require. You will use reasonable endeavours to ensure that any information you provide to Affiliate Audit Companies is accurate and up to date.</p> <p>如果需要对你的任何场所进行 SMETA 审核或虚拟评估，您承诺将与关联审核公司充分合作，并向关联审核公司提供其合理要求的访问权限和协助。您将尽合理努力确保您提供给关联审核公司的任何信息都是准确和最新的。</p>
5.5	<p>You acknowledge that where a SMETA Audit or Virtual Assessment has been carried out, the Affiliate Audit Company who carried out the SMETA Audit or Virtual Assessment shall upload the SMETA Audit or Virtual Assessment into the Platform within 14 days of finishing the SMETA Audit or Virtual Assessment. You may post Your comments or explanations on the audits on your Sedex Account.</p> <p>您知晓在已执行 SMETA 审核或虚拟评估的情况下，执行 SMETA 审核或虚拟评估的关联审核公司应在完成 SMETA 审核或虚拟评估后的 14 天内将 SMETA 审核或虚拟评估结果上传至平台。您可以在您的 Sedex 帐户上发布您对审核的评论或解释。</p>
5.6	<p>You undertake not to remove any audits or assessments from Your Sedex Accounts unless you post a notice on the Sedex Account stating that an audit has been removed and where a copy of such audit can be obtained or reviewed. Where you or</p>

	<p>the Affiliate Audit Company fail to publish a relevant audit within 14 (fourteen) days of finishing the audit or assessment, the relevant audit or assessment will be automatically published on the Sedex Platform.</p> <p>您承诺不会从您的 Sedex 帐户 中删除任何审核或评估，除非您在 Sedex 帐户 上发布通知，声明已删除某项审核且告知可获得或查阅该审核的副本的地点。如果您或关联审核公司未能在完成审核或评估后的 14 (十四) 天内公布相关审核，则相关审核或评估将自动在 Sedex 平台 上公布。</p>
5.7	<p>You acknowledge that to ensure full visibility on supply chain depth, where you are a Supplier to a Buyer who in turn supplies goods or services to another Buyer in the chain and has agreed to share your Supplier Information with their Buyers in the supply chain your Supplier Information will be visible to those Buyers too.</p> <p>为确保供应链深度的全面可见性，如果您是买方的供应商，而该买方又向供应链中的其他买方提供商品或服务，您知晓并同意与供应链中的买方共享您的供应商信息，则您的供应商信息也将对这些买方可见。</p>
5.8	<p>We may from time to time make available or share data points from your Supplier Information with selected partners / affiliates. These data points may include but are not limited to the name and address of a Supplier who is an active User of the Platform, whether you have completed an SAQ, Virtual Assessment or SMETA Audit and / or when the term of your licence to use the Platform expires.</p> <p>我们可能会不时向选定的合作伙伴/关联方提供或共享您的供应商信息中的数据点。这些数据点可能包括但不限于作为平台活跃用户的供应商的名称和地址，您是否已完成自我评估问卷、虚拟评估或 SMETA 审核，以及/或您使用平台的许可到期期限。</p>
6.	<p>SMETA Audits / Virtual Assessments / Third Party Audits</p> <p>SMETA 审核/虚拟评估/第三方审核</p>
6.1	<p>A Supplier may request or may be required by a Buyer to submit to an independent Site audit using either a SMETA Audit or other assessment method.</p> <p>应供应商请求或买方要求，供应商可采用 SMETA 审核或其他评估方法接受独立的场所审核。</p>
6.2	<p>Buyers shall endeavour to reduce the cost burden of audit on Suppliers by minimising the duplication of audits.</p> <p>买方应尽量减少重复审核，以减轻供应商的审核成本负担。</p>
6.3	<p>Only an Affiliate Audit Company which has met the SIEL criteria, is authorised by SIEL, and appears on the list of Affiliate Audit Companies on the Sedex website at www.Sedex.com may (i) undertake a SMETA Audit or Virtual Assessment or (ii) upload their findings in respect of a SMETA Audit or Virtual Assessment or (iii)upload alternative third party audits or certifications agreed on a case by case basis between a Supplier and a Buyer.</p> <p>只有符合 SIEL 标准、经 SIEL 授权并出现在 Sedex 网站 (www.Sedex.com) 关联审核公司名单上的关联审核公司，方可 (i) 进行 SMETA 审核或虚拟评估，或 (ii) 上传其有关 SMETA 审核或虚拟评估的结论，或 (iii) 上传供应商和买方根据具体情况商定的替代第三方审核或认证。</p>
7.	<p>Sedex Grievance Process</p> <p>Sedex 申诉程序</p>



If **you** have reasonable grounds to believe that an **Affiliate Audit Company** has not followed the SMETA Audit methodology **you** may lodge a grievance in accordance with **Our** Grievance Process set out at [Grievance-Process-Nov-20.pdf \(sedex.com\)](#)
如果您有合理的理由认为**关联审核公司**未遵循 SMETA 审核方法，您可以根据**我们的**申诉程序提出申诉，申诉流程请参阅 [Grievance-Process-Nov-20.pdf \(sedex.com\)](#)。

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