



GENERAL PURCHASING CONDITIONS for IT SERVICES (AEB IT)

IT 服务一般采购条款 (AEB IT)

1. Definitions

定义

Within the framework of these T&C (these “**T&C**”) and the Contract (as defined below), the following terms have the meaning hereinafter assigned to them unless they should be otherwise interpreted or understood in the context:

在本条款与条件(以下简称“本条款”)和合同(定义见下文)的框架内,下列术语具有下文赋予的含义,除非根据上下文另有解释或理解:

‘**Affiliate**’ means any legal entity that directly or indirectly controls, is controlled by, or is under common control with Zalando (Shenzhen) Technology Development Co., Ltd. Control in this context shall mean the direct or indirect ownership of more than 50% of the voting rights, or the right to appoint the majority of the members of the management or supervisory body, or any other means of exerting a decisive influence on the management and policies in respect of an entity, whether by law, by agreement, or otherwise, and “Controlled” shall be construed accordingly.

“**关联方**”是指直接或间接控制嘉兰朵(深圳)科技发展有限公司、受嘉兰朵(深圳)科技发展有限公司直接或间接控制,或与嘉兰朵(深圳)科技发展有限公司受直接或间接共同控制的任何法律实体。

此处的“**控制**”是指直接或间接拥有 50%以上的表决权,或有权任命管理或监督机构的多数成员,或通过法律、协议或其他方式对某一实体的管理和政策施加决定性影响;“**受控制**”应作相应的解释。

‘**AEB IT**’ means these T&C;

“**AEB IT**”是指本IT 服务一般采购条款;

‘**State of the Art**’ covers all technical knowledge acquired up to the present that has been incorporated into operational practice and that is generally recognised.

“**最新技术**”包括迄今为止获得的所有技术知识,该等知识已被应用于操作实践,并得到普遍认可。

‘**Workdays**’ means the days from Monday to Friday exclusive of national public holidays in the PRC;

“**工作日**”是指从星期一至星期五的日期,不包括中国的国家法定节假日;

‘**Contractor**’ means the person or the company with whom or which Zalando concludes the Contract for the provision of IT services;

“**供应方**”是指与 Zalando 签订 IT 服务提供合同的人或公司;

‘**Data**’ means all materials, documents and information, in whatever form;

“**数据**”是指任何形式的所有材料、文件和信息;

‘**Contract**’ means the supply agreement, service agreement, purchase order, any other agreement, and any other attachment or amendment thereto entered into by Zalando concerning the purchase of goods and services from applicable Contractor, particularly including these T&C;

“**合同**”是指 Zalando 就从相关供应方处购买商品和服务而签订的供应协议、服务协议、采购订单、任何其他协议及其任何其他附件或变更文件,尤其包括本条款;

‘**Contractual Services**’ means the totality of the goods and

services to be provided by the Contractor in accordance with the Contract;

“**约定服务**”是指供应方根据合同提供的全部货物和服务;

‘**Zalando**’ means Zalando (Shenzhen) Technology Development Co., Ltd., with the registered address of 802, Tower D, China Resources Land Tower, 91 Kefa Road, Dachong Community, Yuehai Street, Nanshan District, Shenzhen and any of its Affiliates in China.

“**Zalando**”指嘉兰朵(深圳)科技发展有限公司(注册地址为深圳市南山区粤海街道大冲社区科发路 91 号华润置地大厦 D 座 802 室),及其在中国的任何关联方。

‘**Background Intellectual Property**’ means any asset, including tools, databases, know-how, designs, specifications, inventions, formulas, software, information, data, processes or methods, algorithms, typeface, documentation, files, logos, trademarks, slogans, domain names, illustrations, music, videos or pictures, protected or not by any Intellectual Property Rights, which are created or owned by the Contractor or Zalando, and/or their third party licensors prior to or outside the scope of the Contract without the use of any Intellectual Property Rights of the other party.

“**背景知识产权**”是指任何资产,包括工具、数据库、诀窍、设计、规格、发明、配方、软件、信息、数据、流程或方法、算法、字体、文档、文件、标识、商标、标语、域名、插图、音乐、视频或图片,无论是否受任何知识产权保护,均由供应方或 Zalando 和/或其第三方许可方在合同签订之前或合同范围之外创作或拥有,且未使用对方的任何知识产权。

‘**Intellectual Property Rights**’ means all rights, title and interests whether based on copyright, patent rights, trademark, trade secret, database rights or other intellectual property rights.

“**知识产权**”是指基于版权、专利权、商标权、商业秘密、数据库权或其他知识产权的所有权利、所有权和利益。

‘**Work Product**’ shall mean any and all deliverables (in whatever form) delivered or provided by Zalando.

“**工作成果**”是指 Zalando 交付或提供的任何及所有可交付成果(无论何种形式)。

‘**Confidential Information**’ means, with respect to information disclosed or made accessible to a party (the “**Recipient**”) by the other party or its Affiliates (the “**Discloser**”): (i) all information and data of any kind, including technical, scientific, economic, financial, commercial or legal, and in particular, any trade secret, idea, plan, study, experimental protocol, report, drawing, graphic representation, specifications, know-how, prototype, material, formula, process, method of synthesis, method of formulation, analytical method, manufacturing process, parameters, material, molecule, non-commercial sample, functionalities of product, software, computer program, algorithm, disclosed in whatever form or medium and by whatever means, (ii) any information which Recipient may discover, observe or otherwise become aware of during meetings between the Parties and/or visits to the facilities of Discloser, (iii) any information concerning the Contract or its objectives, and (iv) all information or data derived, resulting from or incorporating Confidential Information of the Discloser, provided, however, that any Contractual Services developed or created specifically for the Zalando shall become the Confidential Information of the Zalando upon creation.

“**保密信息**”是指由一方或其关联方(“**披露方**”)向另一方(“**接收方**”)披露或提供的信息,包括(i)任何种类的所有信息和数据,包括技术、科学、经济、金融、商业或法律方面的信息和数据,尤其是以任何形式或媒介和任何方式披露的任何商业秘密、创意、计划、研究、实验方案、报告、图纸、图形表示、规格、诀窍、原型、材料、配方、工艺、合成方法、配制方法、分析方法、制造工艺、参数、材料、分子、非商业样品、产品功能、软件、计算机程序、算法;(ii)接收方在双方会晤和/或参观披露方设施时可能发现、观察或以其他方式了解到的任何信息;(iii)

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与合同或其目标有关的任何信息；以及 (iv) 由披露方的保密信息衍生、产生或包含的所有信息或数据，但任何专为 Zalando 开发或创建的约定服务一经创建即应成为 Zalando 的保密信息。

‘**Force Majeure**’ means any event that is unpredictable, unavoidable, beyond the control of and exterior to the will of the parties, and which prevents the fulfillment, in whole or in part, of a party’s contractual obligations. Force Majeure events may, to the extent the preceding definition is satisfied, include: (i) civil or foreign war, (ii) riots, (iii) strike, (iv) work stoppage, (v) fire, (vi) tremendous water damages, (vii) governmental decisions, (viii) enactment or implementation of regulations or legislation, court order, or any other restriction that has not been foreseeable, (ix) trade war, (x) explosion, (xi) natural disasters, and (xii) epidemic or pandemic diseases. For avoidance of doubt, the foregoing is a non-exhaustive list of potential Force Majeure events under the above definition.

“不可抗力”是指任何不可预测、不可避免、超出双方控制且不以双方意志为转移，妨碍一方履行全部或部分合同义务的事件。在符合上述定义的情况下，不可抗力事件包括(i) 内战或外战；(ii) 暴乱；(iii) 罢工；(iv) 停工；(v) 火灾；(vi) 巨大水灾；(vii) 政府决定；(viii) 颁布或实施法规或立法、法院命令或任何其他无法预见的限制；(ix) 贸易战；(x) 爆炸；(xi) 自然灾害，以及 (xii) 流行病或大流行病。为避免疑义，上述仅为上述定义下潜在不可抗力事件的非详尽清单。

‘**PRC**’ means the People’s Republic of China which, solely for the purpose of these T&C, shall exclude Taiwan, Hong Kong and Macau.

“中国”指中华人民共和国，仅就本条款而言，不包括台湾、香港和澳门。

2. Scope 范围

- 2.1 These T&C apply to all the Contracts with which Zalando procures IT services. This covers in particular the following types of Contracts:

本条款适用于 Zalando 采购 IT 服务的所有合同。尤其包括以下类型的合同：

- Purchase of standard software;
标准软件采购合同；
- Rental of standard software;
标准软件租赁合同；
- Software-related project contracts, in particular for adaptation, implementation and/or development of software;
与软件有关的项目合同，特别是软件的改编、实施和/或开发合同；
- Maintenance of software;
软件维护合同；
- Purchase of hardware;
硬件采购合同；
- Maintenance of hardware;
硬件维护合同；
- Any combinations of the above types of contracts;
上述各类合同的任何混和合同；

- 2.2 These T&C also apply as a framework agreement for future Contracts for the acquisition of IT services with the same Contractor, without Zalando having to refer to these in individual cases, unless Zalando agrees at future provision processes upon the inclusion of any updated version of these T&C.

本条款作为框架协议同样适用于未来与同一供应方签订的 IT 服务采购合同，无需 Zalando 在每一合同中逐一提及，除非 Zalando 在未来的供应流程中同意纳入本条款的任何更新版本。

- 2.3 Only these T&C shall apply to the Contract between Zalando and the Contractor in respect of the purchase IT services, and any general terms and conditions adopted by the Contractor are hereby expressly excluded unless Zalando has explicitly agreed to the application of such Contractor’ terms and conditions in writing. The foregoing shall also apply even if Zalando assumes contractual performance unconditionally in the knowledge of the general business terms and conditions of the Contractor.

只有本条款适用于 Zalando 与供应方之间有关采购 IT 服务的合同，供应方采用的任何一般条款和条件在此明确排除在外，除非 Zalando 以书面形式明确同意适用供应方的条款和条件。即使 Zalando 在了解供应方的一般商业条款和条件的情况下无条件履行合同，上述约定也同样适用。

- 2.4 In case of any conflict between any other term under the Contract and these T&C, such other term shall have priority over, and supersede, take precedence over these T&C. The Contract may be valid and binding upon Zalando only if signed or confirmed by Zalando in writing.

如果合同中的任何其他条款与本条款发生冲突，则其他条款应优先于本条款适用，并取代本条款。只有经 Zalando 书面签署或确认，合同才对 Zalando 有效并具有约束力。

- 2.5 References to the application of statutory provisions only serve the purpose of clarification. Therefore, in case of any conflict between any statutory provisions and these T&C, these T&C shall prevail to the extent permissible by the applicable law.

对适用法律条款的引用仅为澄清之目的。因此，如果任何法律条款与本条款存在冲突，则在适用法律允许的范围内，以本条款为准。

3. Written Form

书面形式

- 3.1 Any notice or communication to be submitted to Zalando by the Contractor for the purpose of the Contract shall be made in writing (which shall be as defined under PRC Civil Code) for effectiveness.

为生效之目的，供应方为履行合同而向 Zalando 提交的任何通知或函件均应采用书面形式(定义见《中华人民共和国民法典》)。

4. Several Contractors

多个供应方

- 4.1 With a Contract with two or more Contractors, each of them shall be jointly and severally liable for the fulfilment of the Contract.

在与两个或两个以上供应方签订合同的情况下，每个供应方应对合同的履行承担连带责任。

5. Subcontracts

分包合同

- 5.1 Insofar as nothing to the contrary is stated in the Contract, the Contractor is only authorised to use subcontractor with the prior written authorisation of Zalando.

只要合同中没有相反约定，供应方只有在事先获得 Zalando 书面授权的情况下才有权使用分包商。

- 5.2 Where subcontractors are used as per clause 5.1 above, the Contractor shall remain fully liable for the fulfilment of the Contractual Services.

在根据上述第 5.1 条使用分包商的情况下，供应方仍应对约定服务的履行负全部责任。

- 5.3 If the Contractor intends an - even partial - subcontracting of Contractual Services to a subcontractor, he must inform Zalando in a timely manner, but no later than two weeks before the planned commencement of the subcontracted services, in writing, of the name, address, obligations or services to be subcontracted and such other detail as requested by Zalando in respect of the subcontractor concerned.

如果供应方打算将约定服务分包给分包商(即使是部分分包)，则必须在分包服务计划开始前两周及时书面通知 Zalando 有关分包商的名称、地址、分包义务或服务以及 Zalando 要求提供的其他详细信息。

- 5.4 The Contractor shall enter into the formal agreements with the approved subcontractors in such a manner that the services of the subcontractor meet the same qualitative and other requirements as the Contractor has undertaken to fulfil vis-a-vis Zalando. In particular, the Contractor shall also be obliged to conclude contractual provisions on confidentiality with the respective subcontractor no less strict than those the Contractor itself is obliged to comply with under the Contract. The respective subcontractor must deal professionally with the work and services subcontracted to it in a professional, efficient and reliable manner. At the request of Zalando, the Contractor must



	provide suitable proof of the subcontractor's capabilities.
	供应方应与经Zalando批准的分包商签订正式协议, 使分包商的服务质量和其他要求与供应方对 Zalando 作出的承诺相同。特别是, 供应方还必须与相应的分包商签订保密合同条款, 其严格程度不得低于供应方根据合同必须遵守的条款。各分包商必须以专业、高效和可靠的方式处理分包给其的工作和服务。经 Zalando 要求, 供应方必须提供分包商能力的适当证明。
5.5	<p>If so requested by Zalando, the Contractor shall assign to Zalando its rights and claims against the subcontractor in connection with the subcontracted services and obligations to Zalando provided, however that the Contractor shall always remain liable to Zalando with respect to any services and obligations subcontracted to, and provided by, the subcontractor notwithstanding the assignment. The Contractor shall execute such documents and take such other actions as necessary to effect such assignment, including, without limitation, notifying the subcontractor of such assignment to Zalando.</p> <p>经Zalando要求, 供应方应将其针对分包商的与分包服务和对Zalando 的义务有关的权利和债权转让给 Zalando, 但即使进行了该等转让, 承包方仍应始终就分包商分包和提供的任何服务和义务对 Zalando 负责。承包方应签署必要的文件并采取必要的其他行动以完成该等转让, 包括但不限于将该等转让通知分包商。</p>
5.6	<p>If the Contractor violates an obligation under clause 5, without prejudice to any other remedy available, Zalando may immediately terminate the Contract by a notice in writing.</p> <p>如果供应方违反了本案约定的义务, 在不影响Zalando享有的任何其他救济权利的情况下, Zalando 经书面通知, 可立即解除合同。</p>
6.	Prices
价格	
6.1	<p>Prices are indicated in RMB, and fixed and not subject to any review.</p> <p>价格以人民币标示, 且为固定价格, 不可变更。</p>
6.2	<p>The prices include all taxes, including without limitation, value added tax or any other applicable levies and surcharge, and cover all the consideration for the Contractual Services by the Contractor, and all the fees, costs and expenses incurred or arising from the provision of the goods or services, including, without limitation, costs and expenses for packaging, insurance and transportation, and delivery of the Contractual Services to the place of delivery.</p> <p>价格包括所有税费, 包括但不限于增值税或任何其他适用的税费和附加费, 并涵盖供应方提供约定服务的所有对价, 以及因提供货物或服务而发生或产生的所有费用、成本和支出, 包括但不限于包装费、保险费和运输费以及将约定服务交付到交货地点的成本和支出。</p>
7.	Payment, Settlement
付款、结算	
7.1	<p>Any invoice issued by the Contractor shall only payable 60 (sixty) calendar days after receipt of an proper invoice and legal fapiao by the correspondent Zalando accounts payable department in addition to the signed delivery receipts by Zalando, provided always that the Contractor may issue the invoice only after the full delivery (and acceptance, if applicable) of the services and that the invoice and fapiao are submitted always through Zalando's electronic invoicing process or any other process as otherwise agreed by the parties.</p> <p>供应方开具的任何账单, 均应在 Zalando 应付账款部门收到适当账单和合法发票以及 Zalando 签收的交付凭证后 60(六十)个日历日支付, 前提是供应方只能在服务全部交付(和验收, 如适用)后才能开具账单, 且账单和发票必须通过 Zalando 的电子开票具流程或双方另行商定的任何其他流程提交。</p> <p>For the avoidance of doubt, in the case of partial deliveries, full delivery shall be considered as completed only the last delivery (and acceptance, if applicable) or fulfilment of its service has been completed.</p> <p>为避免疑义, 在部分交货的情况下, 只有在最后一次交货(和验收, 如适用)或其服务的履行完成后, 全部交货才被视为完成。</p>
7.2	<p>The Contractor shall be prohibited from claiming for any set-off, or any lien rights in respect of Zalando's materials, data and any other asset in the Contractor's possession to the extent such prohibition is permissible by PRC law.</p>

	在中国法律允许的范围内, 供应方不得对 Zalando 的材料、数据和供应方占有的任何其他资产主张任何抵销权或任何留置权。
7.3	<p>The Contractor must ensure that the invoicing complies with the legal requirements under applicable PRC laws and the requirements specified by Zalando from time to time.</p> <p>供应方必须确保开票符合适用的中国法律规定和 Zalando 不时规定的要求。</p>
7.4	<p>Unless as otherwise agreed by the parties, the Contractor shall participate in Zalando's electronic invoicing process as per Zalando's instructions and shall always settle its claim for payment by Zalando through Zalando's electronic invoicing tool. Any purchase order number or other reference provided by Zalando must be clearly stated on the invoice and, where possible, also on the fapiao. The fapiao shall be uploaded to Zalando's invoicing tool as supporting documentation, if technically feasible, and submitted in accordance with local regulatory requirements. Participation in the electronic invoicing process shall not release the Contractor from the obligation to issue the fapiao.</p> <p>除非双方另有约定, 否则供应方应按照 Zalando 的指示参与Zalando 的电子开票流程, 并始终通过 Zalando 的电子开票工具向Zalando 提出付款要求, Zalando 提供的任何采购订单号或其他参考信息都必须在账单上清楚注明, 并尽可能在发票上注明。如果技术上可行, 应将发票作为证明文件上传到 Zalando 的开票工具中, 并按照当地监管的要求提交。参与电子开票流程并不免除供应方开具发票的义务。</p>
8.	Reservation of Title
所有权保留	
8.1	<p>The ownership in, or the granting of usage rights for, any deliverable under the Contract, as applicable, shall be transferred or granted to Zalando immediately upon its delivery without being subject to payment of the consideration thereof by Zalando.</p> <p>合同项下任何交付产品的所有权或使用权(如适用)应在交付时立即转让给或授予 Zalando, Zalando 无需支付任何对价。</p>
9.	Use of and Liability for Data; Confidentiality
数据的使用和责任;保密	
9.1	<p>The Contractor may use the data and Confidential Information provided to it by Zalando solely for the fulfilment of its contractual obligations. In particular the Contractor may not release any data or Confidential Information to or make them accessible to any third parties without the prior written authorisation of Zalando in writing. Notwithstanding the foregoing, the Contractor may disclose the data and Confidential Information to (i)its employees on a need-to-know basis and (ii) its professional advisers, provided that they are subject to legal or contractual obligations to maintain confidentiality.</p> <p>供应方只能将 Zalando 向其提供的数据和保密信息用于履行合同义务。特别是, 未经 Zalando 事先书面授权, 供应方不得将任何数据或保密信息透露给任何第三方, 也不得让任何第三方获取该等数据或保密信息。尽管有上述规定, 供应方仍可向以下人员披露数据和保密信息:(i) 需要知悉保密信息的员工;(ii) 供应方的专业顾问, 条件是前述员工和顾问必须履行法定或约定保密义务。</p>
9.2	<p>The same restrictions apply to the use of data and Confidential Information that Zalando or the Contractor have generated in the context of the Contract in a new form, even if their individual elements are known to the public.</p> <p>前述限制性条款也适用于对Zalando 或供应方在合同背景下以新的形式生成的数据和保密信息的使用行为, 即使该等数据和保密信息的个别内容已为公众所知。</p>
9.3	<p>The Contractor is obliged to store the data and Confidential Information according to paragraph 9.1 and 9.2 and securely, and in case of digital storage, to maintain security against any unauthorized access by taking such measures as consistent with the State of the Art. In addition, it shall ensure that only such persons have access to these data and Confidential Information as required for the purpose of fulfilment of this contract.</p> <p>供应方有义务根据第 9.1条和第9.2 条安全存储数据和保密信息, 如果是数字存储, 则应采取符合最新技术水平的措施, 防止未经授权的访问。此外, 还应确保只有履行所需的人方能访问该等数据和保密信息。</p>
9.4	<p>The Contractor must immediately inform Zalando at any time upon the latter's request of all measures taken by it for</p>

compliance with the provisions according to paragraphs 9.1 to 9.3. Zalando may demand the return or deletion by the Contractor of all data and Confidential Information in the possession of the Contractor within a suitable period set by Zalando, at the Contractor's expense and risk. If it is impossible for the Contractor to fulfil the contractual obligations without said data and Confidential Information, it is obliged to immediately inform Zalando after receipt of the request for deleting or return, in which case, the parties shall discuss in good faith the solution to it.

供应方必须随时根据 Zalando 的要求, 立即向 Zalando 通报其为遵守第 9.1 条 至 9.3 条规定而采取的所有措施。Zalando 可以要求供应方在 Zalando 规定的适当期限内归还或删除供应方掌握的所有数据和保密信息, 供应方应承担相应的费用和风险。如果供应方在没有上述数据和保密信息的情况下无法履行合同义务, 则供应方有义务在收到删除或归还要求后立即通知 Zalando, 在此情况下, 双方应本着诚意商讨解决方案。

- 9.5 The obligations according to this paragraph 9 do not apply to data and Confidential Information that are accessible or are made accessible to the public other than as a result of a breach of the confidentiality obligation hereunder, or that must be disclosed by the Contractor according to the order by a court or administrative or government authority or regulatory body provided that the Contractor shall, to the extent permissible under the applicable law, inform Zalando immediately of such order and allow Zalando an opportunity to dispute the necessity of said disclosure.

本条规定的义务不适用于非因违反本条款项下的保密义务而已被公开或可为公众获取的数据和保密信息, 也不适用于供应方根据法院、行政机关、政府机关或监管机构的命令而必须公开的数据和保密信息, 但供应方应在适用法律允许的范围内立即将此命令通知 Zalando, 并允许 Zalando 有机会对上述公开的必要性提出异议。

- 9.6 The terms of this paragraph 9 shall remain valid during the term of the Contract and for three years after the expiry or termination of the Contract for whatever reason.

本条在合同有效期内以及合同期满或因任何原因终止后的三年内有效。

10. Personal Information 个人信息

- 10.1 The Contractor may provide Zalando with personal information (the "Contractor Personal Information") from time to time in connection with potential, ongoing or completed services and collaborations, including but not limited to, the name, title, email address, telephone number, mobile phone number, office address, office postcode of the Contractor's legal representative, principal, employees, relevant agents, customers or authorised subcontractors and other contacts. The above Contractor Personal Information is subject to the actual information requested by Zalando.

供应方可能会不时向 Zalando 提供与潜在的、正在进行的或已完成的服务和合作相关的个人信息("供应方个人信息"), 包括但不限于供应方法定代表人、主要负责人、员工、相关代理人、客户或授权分包商及其他联系人的姓名、职务、电子邮件地址、电话号码、手机号码、办公地址、办公邮编。上述供应方个人信息以 Zalando 要求的实际信息为准。

- 10.2 The Contractor acknowledges and undertakes that, with respect to the Contractor Personal Information that he has provided or will provide to Zalando from time to time upon the execution of the Contract, he shall, prior to the provision of any Contractor Personal Information to Zalando,

供应方确认并承诺, 就其已经提供给或在合同签署后不时提供给 Zalando 的供应方个人信息而言, 供应方在向 Zalando 提供任何供应方个人信息之前, 应当履行以下义务:

(i) inform the relevant data subjects of the processing activities and purposes of processing of the applicable Contractor Personal Information to be carried out by Zalando,

(i) 告知相关数据主体, Zalando 将对相关供应方个人信息进行处理和处理目的;

(ii) obtain the explicit consent of such data subjects (including separate consent for cross-border transfers of the applicable Contractor Personal Information) and

(ii) 获得此类数据主体的明确同意(包括对相关供应方个人信息跨境转移的另行同意); 并且

(iii) ensure compliance with other statutory requirements under the PRC Personal Data Protection Law (PIPL).

(iii) 确保遵守《中国个人信息保护法》(PIPL) 的其他法定要求。

- 10.3 Without prejudice to the general confidentiality obligations under Clause X, where the Contractor processes personal information made available by Zalando (including, without limitation, personal information about Zalando's employees, agents, or service users) (together as the "Zalando Personal Data"), the Contractor agrees to

在不影响第 10 条规定的一般保密义务的前提下, 供应方在处理 Zalando 提供的个人信息(包括但不限于有关 Zalando 员工、代理人或服务用户的个人信息)(统称为 "Zalando 个人数据") 时, 同意遵守以下条款:

(i) process such Zalando Personal Data always within the territory of PRC (which, solely for the purpose of the Contract shall exclude Hong Kong, Macau and Taiwan) solely on Zalando's documented instructions and solely for the purpose of performing its contractual obligations under the Contract;

始终在中国境内(仅就合同而言, 不包括香港、澳门和台湾)仅根据 Zalando 的文件指示并仅为履行合同项下的合同义务而处理此类 Zalando 个人数据;

(ii) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks associated with the processing of such Zalando Personal Data, including measures to prevent unauthorized or unlawful processing of Zalando Personal Data and against accidental loss, destruction, or damage, and review and update these measures regularly;

采取适当的技术和组织措施, 确保与处理此类 Zalando 个人数据的相关风险相适应的安全级别, 包括防止未经授权或非法处理 Zalando 个人数据以及防止意外丢失、毁坏或损坏的措施, 并定期审查和更新该等措施;

(iii) ensure that all persons authorized to process such Zalando Personal Data are subject to enforceable confidentiality obligations; 确保所有被授权处理此类 Zalando 个人数据的人员都必须履行可强制执行保密义务;

(iv) notify Zalando without undue delay, and in any event within 24 hours, upon becoming aware of any personal data breach involving Zalando Personal Data, providing all relevant information about the breach, including its nature, scope, likely consequences, and the mitigation measures taken or planned;

在发现任何涉及 Zalando 个人数据的个人数据泄露事件后, 立即(不得晚于 24 小时)通知 Zalando, 并提供所有相关信息, 包括泄露事件的性质、范围、可能造成的后果以及已经采取或计划采取的化解措施;

(v) not engage any sub-processors without Zalando's prior written consent and ensure that any approved sub-processors are contractually bound by data protection obligations that are no less protective than those set out in this clause, and remain fully liable for the performance of any sub-processor;

未经 Zalando 事先书面同意, 不得再行委托任何第三方对个人信息进行处理, 并确保任何经批准的该等第三方在合同中受到不低于本条款规定的数据保护义务的约束, 并对任何该等第三方的履约行为承担全部责任;

(vi) provide reasonable assistance to Zalando in responding to data subject requests or conducting Personal Information Protection Impact Assessments (PIPIAs), as required under applicable data protection laws;

根据适用的数据保护法律要求, 在回应数据主体请求或进行个人信息保护影响评估(PIPIA)时, 向 Zalando 提供合理的协助;

(vii) return or securely delete all personal data upon termination of the Contract, unless retention is required by applicable law; 在合同终止时归还或安全删除所有个人数据, 除非适用法律要求保留;

(viii) permit Zalando, or a third-party auditor appointed by Zalando, to conduct audits or inspections of the Contractor's compliance with this clause and applicable data protection laws,

允许 Zalando 或 Zalando 指定的第三方审计人员对供应方遵守本条和适用数据保护法的情况进行审计或检查。

- 10.4 The Contractor shall comply with all applicable data protection laws and regulations of the People's Republic of China, including but not limited to the Personal Information Protection Law (PIPL), in its processing of Zalando Personal Data on behalf of Zalando. Zalando shall remain the data controller (as defined under PIPL) with respect to Zalando Personal Data and retains full responsibility for the lawfulness of the processing.

供应方在代表 Zalando 处理 Zalando 个人数据时, 应遵守中华人民共和国所有适用的数据保护法律法规, 包括但不限于《个人信息保护法》(PIPL)。Zalando 始终是 Zalando 个人数据的数据控制方(定义见《个人信息保护法》), 并对数据处理的合法性承担全部责任。

11. Data Security

数据安全

Insofar as for the fulfilment of his contractual obligations the Contractor receives access to databases on IT systems from Zalando, he is obliged to verify that appropriate technical and organizational security measures are in place in his own systems and within a possible transfer before accessing such data. If the Contractor has reason to believe that the data is not properly secured, he must inform Zalando immediately and refrain from accessing the data until Zalando confirms that appropriate measures have been taken.

如果供应方在履行合同义务时需要使用 Zalando 提供的 IT 系统数据库, 则供应方有义务在使用该等数据之前, 核实其自身系统和可能的传输系统中是否采取了适当的技术和组织安全措施。如果供应方有理由认为数据未得到适当保护, 则必须立即通知 Zalando, 并在 Zalando 确认已采取适当措施之前不得访问数据。

12. Place of Fulfilment and Transfer of Risk; Transport and Delivery

履行地点和风险转移; 运输和交付

- 12.1 Contractual Services are in each instance to be delivered or effected at the place specified in the Contract. Unless agreed otherwise, the place of fulfilment of the services by the Contractor is in each instance the registered office of Zalando. The risk of accidental loss and accidental deterioration of Contractual Services only transfers to Zalando with the transfer at the place of fulfilment - or if an acceptance has been agreed upon, upon the acceptance.

约定服务应在合同规定的地点交付或提供。除非另有约定, 供应方履行服务的地点均为 Zalando 的注册地址。约定服务的意外损失和意外变质风险只有在履行地转移至 Zalando 时才会转移, 如果双方已就验收达成一致, 则在验收时转移。

- 12.2 The Contractor shall bear all expenses and costs in relation to the provision of the Contractual Services, including, where applicable, production fee, transportation fee, customs clearance, tariff, taxes and any other expenses.

供应方应承担与提供约定服务有关的所有费用和成本, 包括生产费、运输费、报关费、关税、税款和任何其他费用(如适用)。

- 12.3 The Contractor shall be liable for any loss and damage caused during the transport of Contractual Services to which it is obliged until these have been delivered to Zalando.

在向 Zalando 交付约定服务之前, 供应方应对运输过程中造成的任何损失和损坏负责。

13. Quality; Liability for Material Defects

质量; 材料缺陷责任

- 13.1 The Contractor agrees and warrants that it is a company duly incorporated and validly existing under the laws of the country where it is incorporated and that it has the requisite power and authority to enter into and fully perform the Contract.

供应方同意并保证, 其是一家根据注册所在地国家的法律正式注册并有效存续的公司, 拥有签订和全面履行合同所需的权力和授权。

- 13.2 The Contractor, at his sole expense, shall apply all necessary procedures to ensure that the Contractual Services meet all quality standards, including full compliance with PRC Laws, functional and/or technical specifications, national standards and other standards, and other requirements provided by Zalando (together as the "Standard and Requirements"). In the event the Contractor suspects any potential defects in any of the Contractual Services, it shall immediately notify Zalando in writing and take appropriate actions to rectify such potential defects at its sole expense, including, if necessary, the replacement of any defective services.

供应方应自行承担费用, 采取一切必要程序, 确保约定服务符合所有质量标准, 包括完全遵守中华人民共和国法律、功能和/或技术规范、国家标准和其他标准, 以及 Zalando 提供的其他要求(统称为"标准和要求")。如果供应方怀疑任何约定服务存在任何潜在缺陷, 应立即书面通知 Zalando, 并采取适当措施纠正该等潜在缺陷, 包括在必要时更换任何有缺陷的服务, 费用由供应方自行承担。

- 13.3 The Contractor guarantees that the Contractual Services shall be free from any defects.

供应方保证约定服务不存在任何缺陷。

- 13.4 The Contractor agrees that it will inspect the Contractual Services, insofar as these comprise the delivery of software (including, without limitation, software present on hardware, such as firmware) before the delivery to Zalando, using a virus-seeking program that is State of the Art at the time of delivery, for viruses, worms, spyware, Trojans or other malicious code. The Contractor shall only deliver the software if its inspection has revealed no evidence of malicious code in the software. Without prejudice to any other rights of Zalando, if there is malicious code present in the software, the Contractor shall immediately provide Zalando with a new copy of the software that is free from malicious code.

供应方同意在向 Zalando 交付软件(包括但不限于硬件上的软件, 如固件)之前, 使用交付时最先进的病毒检测程序检查约定服务中是否存在病毒、蠕虫、间谍软件、木马或其他恶意代码。只有在检查未发现软件中存在恶意代码的情况下, 供应方可交付软件。在不影响 Zalando 享有的其他权利的前提下, 如果软件中存在恶意代码, 供应方应立即向 Zalando 提供一份不含恶意代码的新软件副本。

- 13.5 The limitation period for warranty claims is 24 (twenty-four) months, commencing from the day of transfer, unless applicable law provides or the parties otherwise agree to a longer period. For partial deliveries, the limitation period commences on the day of transfer of the final delivery. For replacement deliveries, the limitation period commences on the day of transfer of said deliveries. Insofar as the Contractual Services are subject to acceptance on the basis of a law or a contractual agreement, the applicable period shall start from the date of acceptance.

提出质保请求权的期限为24(二十四)个月, 从转让之日起算, 除非适用法律规定或双方另行约定更长的期限。对于部分交货, 该等期限从最终交货的转让之日起算。对于替换交货, 该等期限从上述交货转让之日起算。如果约定服务须根据法律或双方约定进行验收, 则适用期限应从验收之日起算。

- 13.6 If as part of its warranty obligation the Contractor corrects defects, the limitation period shall be extended in each instance by the period of time that has passed between the notification of the defect to the Contractor and the transfer or acceptance of the correction of defects.

如果供应方对缺陷进行了纠正(作为其质保义务的一部分), 则质保期限应予以延长, 延长的时间等于从向供应方发出缺陷通知到移交或接受缺陷纠正之间所经过的时间。

- 13.7 If defects are identified and not corrected by repair or replacement within a reasonable period set by Zalando, Zalando may, without prejudice to further legal claims, decide at its sole discretion

如果发现缺陷, 但供应方未能在 Zalando 规定的合理期限内以维修或更换的方式纠正缺陷, Zalando 可在不影响其享有的其他合法请求权的情况下, 自行决定采取以下行动:

- to once again demand the correction of the defect or a new delivery (secondary fulfilment), or
再次要求纠正缺陷或重新交货(二次履行); 或
- to accept the defect and demand reduction in the contractual price in such amount equal to the price or value of the defective deliverable; or
接受缺陷, 并要求减少合同价格, 减少后的金额等于缺陷交付产品的价格或价值; 或
- To terminate the Contract and claim for the refund of contract price, and any further loss so caused to Zalando.
解除合同, 要求供应方向 Zalando 退还合同价款, 并赔偿由此给 Zalando 造成的任何其他损失。

14. Intellectual Property

知识产权

- 14.1 Unless otherwise agreed in writing, each party shall retain all rights, title and interests in and to their respective Background Intellectual Property. Any Background Intellectual Property provided by Zalando shall be used by the Contractor only for Zalando's benefit and only in connection with the performance of the Contract. The Contractor shall cease any use of Zalando's Background Intellectual Property upon expiry or termination of the Contract, or on Zalando's request.

除非另有书面约定, 双方均保留各自背景知识产权的所有权利、所有权和利益。Zalando 提供的任何背景知识产权只能由供应方为 Zalando 的利益使用, 且只能用于履行合同。合同期满或终止后, 或应 Zalando 的要求, 供应方应停止使用 Zalando 的背景知识产权。

- 14.2

All rights, title and interests, including Intellectual Property Rights, in and to all Work Product shall vest exclusively in Zalando as created, with no restrictions, free and clear of encumbrances, for use and exploitation directly or indirectly by Zalando as it sees fit in its sole discretion. Zalando retains the sole right to obtain, hold and renew, in its own name or in the name of any of its Affiliates, any Intellectual Property Rights in or to Work Product. The Contractor will not copy, reproduce, sell, transfer or provide all or part of any Work Product to any other person or entity in any form without the prior written consent of Zalando. The Contractor shall take any steps necessary to protect the confidentiality of all Work Product.

所有工作产品的一切权利、所有权和利益(包括知识产权), 在创作完成时均应归 Zalando 独有, 不受任何限制, 也不附带任何权利负担, 可由 Zalando 自行决定直接或间接使用和开发。Zalando 保留以自己的名义或以其任何关联方的名义获取、持有和续展工作产品中的任何知识产权的独占权利。未经 Zalando 事先书面同意, 供应方不得以任何形式将任何工作产品的全部或部分复制、翻印、出售、转让或提供给任何其他人或实体。供应方应采取一切必要措施, 保护所有工作产品的机密性。
- 14.3

To the extent the Contractual Services contain or rely on the Contractor's Background Intellectual Property, he shall ensure, the cost of which is included in the price of Contractual Services, that Zalando receives a non-exclusive, assignable, worldwide license, with the right to sublicense, to access and use the Contractor's Background Intellectual Property for the purpose of the use, operation or maintenance of the Contractual Services by or on behalf of Zalando and/or its Affiliates, and for the maximum duration of legal protection applicable thereto. The Contractor further agrees to provide any updates to Background Intellectual Property, which updates impact the use and/or functioning of the Contractual Services for the duration of their expected use.

在约定服务包含或依赖供应方背景知识产权的情况下, 为了让 Zalando 和/或其关联方、Zalando 和/或其关联方的代表使用、操作或维护约定服务, 供应方应确保 Zalando 获得非独占的、可转让的、全球范围内的许可(并有权再许可), 在适用法律保护的最长期限内访问和使用供应方的背景知识产权, 该等背景知识产权的费用已包含在约定服务的价格中。供应方还同意提供背景知识产权的任何更新, 该等更新将影响约定服务在预期使用期限内的用途和/或功能。
- 14.4

The Contractor further agrees that no third-party rights, be it ownership, Intellectual Property Rights or other proprietary rights, will be incorporated in Contractual Services without prior notice to and acceptance in writing by Zalando. The Contractor shall indemnify and defend Zalando from and against all losses, damages and expenses incurred as a result of any claim that the Contractual Services, or any component thereof, is or are alleged to infringe, misappropriate, or contribute to the infringement or misappropriation of any third-party property rights. Further the Contractor shall replace any infringing Contractual Services with substitute, non-infringing services that comply with the Contract or procure the necessary license for Zalando to receive the full benefits of the Contractual Services.

供应方还同意, 未经 Zalando 事先书面通知和认可, 不得将任何第三方权利(无论是所有权、知识产权还是其他专有权利)纳入到约定服务中。如果任何第三方因约定服务或其任何组成部分侵犯、不当使用、或促成侵犯或不当使用第三方财产权而提出索赔, 导致Zalando遭受任何损失、损害赔偿或发生任何费用, 供应方应向Zalando赔偿, 为Zalando辩护。此外, 供应方应使用符合合同规定的非侵权替代服务替换任何侵权的约定服务, 或获取必要的许可, 让 Zalando 获得约定服务的全部利益。
15.

Domain Names

域名

The Contractor shall not purchase, create, or use any domain or subdomain name containing the name, brands or registered or unregistered trademarks of Zalando or any of its Affiliates, or any similar name that may create a likelihood of confusion. All such domain names are to be validated and owned exclusively by Zalando or an Affiliate thereof.

供应方不得购买、创建或使用任何包含 Zalando 或其任何关联方的名称、品牌或注册或未注册商标的域名或子域名, 或任何可能造成混淆的类似名称。所有此类域名均应由 Zalando 或其关联方独家验证和拥有。
16.

Third Party Rights

第三方权利

16.1

The Contractor represents and warrants that the Contractual Services are free from any third-party rights and claims. If a third party enforces claims against Zalando because the Contractual Services violate his rights, particularly protective

rights accruing to him (such as Intellectual Property Rights), the Contractor shall indemnify Zalando against these claims and all expenses associated with these claims, unless Zalando is culpable with regard to these. The obligation to indemnify exists regardless of whether the claims were legitimately made or not; notwithstanding this, the fault requirement remains unaffected. It should be noted that the Contractor is free in case of unjustified claims to take recourse from third parties that have raised said claims.

供应方声明并保证, 约定服务不存在任何第三方权利和请求权。如果第三方因约定服务侵犯了其权利, 特别是其应享有的保护性权利(如知识产权)而向 Zalando 提出索赔, 供应方应赔偿 Zalando 发生的索赔款以及与该等索赔相关的所有费用, 除非Zalando对索赔存在过错。无论索赔是否合法, 供应方都有赔偿义务;尽管如此, 过错要求不受影响。需要指出的是, 在出现无理索赔的情况下, 供应方可以向提出索赔的第三方追偿。

The Contractor shall guarantee that the goods and services are free from any claim and rights by any third parties. If any third-party asserts claims against Zalando for the goods or services hereunder infringing its rights, in particular its intellectual property rights, the Contractor shall indemnify Zalando against, and hold Zalando free from, all these claims and all the expenses associated with defending against these claims and all the other losses caused by such claims. The obligation to indemnify shall always apply irrespective of whether the claims were raised justifiably or not.

供应方应保证货物和服务不存在任何第三方索赔和权利。如果任何第三方因本条款项下的货物或服务侵犯了其权利(尤其是知识产权)而向 Zalando 提出索赔, 则供应商应赔偿 Zalando 的所有索赔款, 与该等索赔抗辩相关的所有费用以及因该等索赔造成的所有其他损失, 并使 Zalando 免于承担该等损失。无论索赔是否合理, 赔偿义务始终适用。

17.

Liquidated Damages

违约金

17.1

If the Contractor defaults with regard to contractual performance, it shall be subject to the liquidated damages; this shall entail for each Workday of default 0.2%, but in total maximally 5%, of the net price of the contractual performance affected by the delay. Zalando is authorised to demand the liquidated damages in addition to fulfilment. The right to enforce further damages remains unaffected; however, the amount paid as the liquidated damages will be set off against any possible claims for damages on the basis of delay. Zalando can still enforce the claim for liquidated damages after it has accepted the belated performance until the final payment.

如果供应方在履行合同时违约, 则应支付违约金: 每违约一个工作日, 则应按受迟延影响的合同履行净价款的 0.2%支付违约金, 但总额最多不超过该净价款的5%。除要求承包方履行合同外, Zalando 还有权要求承包方支付违约金。Zalando 要求进一步赔偿损失的权利不受影响;但是, 已支付的违约金将被抵销任何可能的延迟损失赔偿金。Zalando 在接受受迟延履约后, 仍可在最后一次付款前要求承包方支付违约金。

17.2

Possible termination rights of Zalando are not affected by the aforementioned provisions.

Zalando 可能享有的合同解除权不受上述约定的影响。

18.

Liability

责任

18.1

The Contractor shall indemnify, defend and hold harmless Zalando, its Affiliates, Contractors, directors, agents, employees, successors and assigns from and against any and all losses, expenses (including all reasonable attorneys' fees and legal expenses), liabilities, claims (including third-party claims), and damages Zalando may incur or suffer arising out of or in relation to (i) the expected and foreseeable use of the Contractual Services provided by the Contractor, (ii) the breach by the Contractor of its obligations, representations or warranties under each individual contract; and (iii) the negligence or misconduct of the Contractor, his personnel and Affiliates and/or subcontractors. In the event Zalando incurs legal expenses to successfully enforce the Contractor's obligations under the contract, Zalando shall be entitled to recover all such expenses from the Contractor, including, for avoidance of doubt, all reasonable attorneys' fees and costs of proceedings. Zalando's remedies specified in the Contract shall be cumulative, and any remedies specified herein do not exclude any other remedies available.

如果Zalando因以下事由或涉及以下事由而招致或遭受任何损失、

<p>费用(包括所有合理的律师费和法律费用)、债务、索赔(包括第三方索赔), 供应方向 Zalando、其关联方、供应商、董事、代理人、员工、继承人和受让人赔偿、为其辩护并使其免于承担任何责任;(i) 供应方提供的约定服务的预期和可预见用途;(ii) 供应方违反其在每份合同项下的义务、陈述或保证;(iii) 供应方及其工作人员、关联方和/或分包商的疏忽或不当行为。如果 Zalando 为了强制供应方履行其在合同项下的义务而发生了法律费用, Zalando 有权向供应方追偿所有此类费用(为避免疑义, 包括所有合理的律师费和诉讼费)。Zalando 在合同项下的救济具有累积性, 合同中约定的任何救济并不排除 Zalando 享有的任何其他可获得的救济。</p>		<p>thirty (30) calendar days after receipt of written notice from the Non-defaulting Party.</p> <p>在不影响一方根据法律或合同可能拥有的任何其他权利和救济权的前提下, 如果另一方(“违约方”)违反合同, 且在收到一方(“非违约方”)书面通知后三十 (30) 个日历日内未能纠正违约行为, 则非违约方有权向违约方发出书面通知, 全部或部分解除合同。</p>	
<p>19. Changes in the Circumstances of the Contractor</p> <p>供应方情况变更</p>		<p>22.2 Zalando also may terminate the Contract immediately if the Contractor engages in any conduct that negatively impacts Zalando's image, brand, goodwill, and/or reputation.</p> <p>如果供应方实施任何对 Zalando 的形象、品牌、商誉和/或声誉造成负面影响的行为, Zalando 还可以立即解除合同。</p>	
<p>The Contractor shall inform Zalando immediately in writing of any change with regard to his legally binding representatives, his company, his address or his place of business.</p> <p>如果对供应方具有法律约束力的代表、供应方的公司、地址或营业地发生任何变更, 供应方应立即书面通知Zalando。</p>		<p>22.3 To the extent allowed by applicable laws, and in addition to the foregoing, Zalando may terminate, as of right, the contract, or any part thereof, for any reason or no reason, by providing thirty (30) days prior written notice to the Contractor.</p> <p>在适用法律允许的范围内, 除上述约定外, Zalando 还有权提前三十 (30) 天书面通知供应方, 有因或无因解除合同或合同的任何部分。</p>	
<p>20. Transfer – Assign</p> <p>转让 – 让与</p>		<p>23. Applicable Law and Dispute Resolution</p> <p>适用法律和争议解决</p>	
<p>20.1 The Contractor may not transfer the Contract in full or in part without the prior express written consent of Zalando.</p> <p>未经 Zalando 事先明确书面同意, 供应方不得全部或部分转让合同。</p>		<p>23.1 The Contract shall be interpreted and governed exclusively by the laws of PRC.</p> <p>合同仅能根据中华人民共和国法律解释, 并仅受该等法律管辖。</p>	
<p>20.2 The Contractor may not assign or pledge any claims against Zalando without Zalando's prior written consent.</p> <p>未经Zalando 事先书面同意, 供应方不得让与或质押其对 Zalando 享有的任何债权。</p>		<p>23.2 Any disputes arising out of or in connection with the Contract shall be resolved through friendly consultation between both parties. In the event that a dispute cannot be resolved through consultation, it shall be submitted to the Shenzhen Court of International Arbitration (SCIA) for arbitration. The arbitration shall be conducted in accordance with the SCIA Arbitration Rules in effect at the time of applying for arbitration. The number of the arbitrator shall be one. The language of the arbitration shall be in Chinese. The award of the arbitrators shall be final and binding upon the parties.</p> <p>因合同引起的或与合同有关的任何争议应由双方友好协商解决。如协商不能解决争议, 应提交深圳国际仲裁院(SCIA)仲裁。仲裁应按照申请仲裁时有效的 SCIA 仲裁规则进行。仲裁员人数为一名。仲裁语言为中文。仲裁员的裁决为终局裁决, 对双方均有约束力。</p>	
<p>21. Force Majeure</p> <p>不可抗力</p>		<p>24. Miscellaneous</p> <p>其他约定</p>	
<p>21.1 Each party shall be relieved of its obligations to the other if and to the extent that it is prevented from or hindered in performing them by an event of Force Majeure.</p> <p>如果一方因不可抗力事件而无法履行其对另一方的义务, 则在此范围内免除其对另一方的义务。</p>		<p>24.1 The Contractor might not refer to Zalando and/or the contractual relationship with Zalando neither publicly nor for advertising purposes.</p> <p>供应方不得公开或为宣传推广目的提及 Zalando 和/或其与 Zalando 的合同关系。</p>	
<p>21.2 The Contractor shall inform Zalando of the event within 24 hours of it occurring and take all reasonable steps to minimise the impact of the event of Force Majeure (and such steps shall include, without limit, sourcing substitute products with the prior written approval of Zalando) and shall, where necessary, implement any business continuity and/or disaster recovery plans that it has in place to ensure a continued supply of the Contractual Services.</p> <p>供应方应在不可抗力事件发生后 24 小时内通知 Zalando, 并采取一切合理措施将不可抗力事件的影响降至最低(此类措施应包括但不限于在获得 Zalando 事先书面批准的情况下采购替代产品), 并应在必要时执行其已制定的任何业务连续性和/或灾难恢复计划, 以确保约定服务得到持续提供。</p>		<p>24.2 The Contract is written in both Chinese and English languages, and the English version shall prevail in case of any conflict, and all communications between the parties shall be made in English .</p> <p>合同以中英两种语言书就, 若中、英文本存在不一致, 应以英文文本为准, 且双方之间的所有通信均应使用英文。</p>	
<p>21.3 If the Force Majeure event lasts for more than thirty (30) days from the date of the notice and prevents the Contractor from performing his obligations during that period, Zalando is entitled, but not obliged, to terminate, as of right, the contract, in whole or in part (in which case the parties shall negotiate the conditions for the continuation of the Contract).</p> <p>如果不可抗力事件自通知之日起持续超过三十 (30) 天, 且在此期间供应方无法履行其义务, 则 Zalando 有权(但无义务)解除全部或部分合同(在部分解除的情况下, 双方应协商合同继续履行的条件)。</p>		<p>24.3 Should a provision of the Contract be or become ineffective, this shall not affect the effectiveness of the remaining provisions. The invalid provision will be replaced by a valid provision which comes as close as possible to the meaning and purpose of the invalid provision.</p> <p>合同的某一条款无效, 并不影响其余条款的效力。无效条款将由尽可能接近无效条款含义和目的的有效条款取代。</p>	
<p>22. Termination</p> <p>解除</p>		<p>Version: 13 May 2025</p>	
<p>22.1 Without prejudice to any other rights and remedies a party may have at law or under the Contract, either party (the “Non-defaulting Party”) may terminate, as of right, the contract, in whole or in part, by giving written notice to the other party (the “Defaulting Party”) if the Defaulting Party commits a breach of the contract and fails to remedy that breach within</p>		<p>版本: 2025 年 5 月13日</p>	