



General Terms and Conditions for Indirect Procurement

间接采购一般条款和条件

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I. General, Scope of Application

一般条款: 适用范围

- These General Purchasing Terms and Conditions ("T&C") shall apply to the supply agreement, service agreement, purchase order, any other agreement, and any other attachment or amendment thereto (collectively as the "Agreement") entered into by Zalando (Shenzhen) Technology Development Co., Ltd. and any of its Affiliates in China ("Zalando") concerning the purchase of goods and services from the applicable supplier (the "Supplier"). For the purpose of these T&C, an Affiliate shall mean 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.

本一般采购条款与条件(以下简称 "本条款"), 适用于嘉兰朵(深圳)科技发展有限公司及其在中国的任何关联方("Zalando")就从相关供应方("供应方")处采购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修订文件(以下统称 "协议")。在本条款中, 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%以上的投票权, 或有权任命管理或监督机构的多数成员, 或以任何其他方式对某一实体的管理和政策施加决定性影响, 无论是通过法律、协议或其他方式; "受控制"应作相应解释。

- These T&C shall also apply to future Agreements concerning the purchasing of goods and services with the same Supplier without Zalando having to refer to these T&C in every individual case. Zalando

reserves the right to amend these T&C any time, and the Supplier shall be bound by the amended T&C upon the notification thereof to the Supplier to the extent permissible by applicable law.

本条款同样适用于未来与同一供应方签订的商品和服务采购协议, Zalando 无需在每份协议中引用本条款。Zalando 保留随时修订本条款的权利。在适用法律允许的范围内, Zalando向供应方通知本条款的修订版后, 供应方即受该等修订版的约束。

- Only these T&C shall apply to the Agreements between Zalando and the Supplier in respect of the purchase of goods and services, and any general terms and conditions adopted by the Supplier are hereby expressly excluded unless Zalando has explicitly agreed to the application of such Supplier' terms and conditions in writing.

只有本条款适用于 Zalando 与供应方之间关于购买商品和服务的协议, 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该供应方的条款和条件。

- The Zalando Travel Costs and Expenses Guideline form an important part of each Agreement with regard to the purchase by Zalando of goods and services. They become part of the contract regardless of whether or not the Supplier has signed these separately. Upon request, Zalando will make the Zalando Travel Costs and Expenses Guideline available to the Supplier at any time.

Zalando 差旅费用指南是 Zalando 采购商品和服务的每份协议的重要组成部分。无论供应方是否另行签署, 该等指南都将成为合同的一部分。如供应方要求, Zalando 将随时向供应方提供 Zalando 差旅费用指南的文本。

- In case of any conflict between any other term under the Agreement and these T&C, such term shall have priority over, and supersede, these T&C. In case of any conflict between any provisions under any law and these T&C, these T&C shall prevail to the extent permissible by the applicable law.

如果协议的任何其他条款与本条款发生冲突, 则协议的条款优先于本条款适用, 并取代本条款。如果任何法律规定与本条款发生冲突, 在适用法律允许的范围内, 应以本条款为准。

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

为生效之目的, 供应方为履行协议而向 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》)。

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7. In the case of an Agreement with two or more Suppliers, each individual Supplier shall be jointly and severally liable for the fulfilment of the Agreement.

在与两个或两个以上供应方签订协议的情况下, 每个供应方应对协议的履行承担连带责任。

II. Contract Conclusion, Relationship to Contract Conditions, Delay in Delivery

合同订立、与合同条件的关系、迟延交付

1. Orders shall only be binding if Zalando has issued or confirmed the same in written or text form, provided that Zalando may always withdraw any order before it is confirmed and notified to Zalando by the Supplier in writing.

订单仅在 Zalando 以书面或文本形式发出或确认后方具有约束力, 但 Zalando 可以在供应方确认订单并书面通知 Zalando 之前随时撤销订单。

2. The Supplier shall inform Zalando immediately by telephone and subsequently by e-mail if it expects that it cannot meet the agreed delivery times/delivery period, provided, *however*, that claims and rights of Zalando due to a delay shall always remain unaffected.

如果供应方预计无法按约定的时间/期限交货, 应立即通过电话并随后通过电子邮件通知 Zalando, 但 Zalando 因供应方迟延交付而享有的索赔权和权利不受任何影响。

3. Partial deliveries and/or early deliveries shall solely be admissible after prior consent from Zalando is obtained.

只有在事先征得 Zalando 同意的情况下, 才允许供应方部分交付和/或提前交付。

III. Delivery Methods, Transfer of Risks

交付方式、风险转移

1. The Supplier shall, at its own cost and expense, deliver the contractual goods and/or services to the location specified in the order, individual contract or as otherwise agreed by the parties, and, for the avoidance of doubt, be liable for all the costs and risks associated with transportation, customs clearance, and the payment of export and import duties, and taxes. If the destination is not specified or agreed, the delivery shall be made to the registered office of Zalando in Shenzhen. The respective place of destination shall also be the place of performance (the Supplier's obligation to deliver).

供应方应自行承担费用, 将合同货物和/或服务交付至订单、单个合同中指定的地点或双方另行约定的地点, 并承担与运输、清关、进出口关税及税费相关的所有成本和风险。如果未指定或约定目的地, 则应将货物运送至 Zalando 在深圳的注册地址。相应的目的地也应为履约地(供应方的交付义务)。

2. Each delivery must be accompanied by a delivery note specifying the date of issuance, delivery note number, sender, recipient of the delivery and delivery address, delivery scope, delivery contents and, if available, Zalando order number. If the

delivery note is missing or is incomplete, Zalando shall not be liable for any resulting delays in processing and payment.

每次交付必须随附送货单, 注明签发日期、送货单编号、发货人、收货人和送货地址、送货范围、送货内容, 还需注明 Zalando 订单号(如可提供)。如果送货单缺失或不完整, Zalando 对由此造成的处理和付款迟延不承担任何责任。

3. The Supplier shall notify Zalando of the delivery in writing no later than three working days before the planned delivery.

供应方应最迟在计划交付前三个工作日书面通知 Zalando。

4. The risk of loss of, and damage to, the goods shall not be transferred to Zalando until the handover thereof to Zalando at the place of performance, or if an acceptance has been agreed, upon acceptance by Zalando.

在履约地点将货物移交给 Zalando 后, 或经 Zalando 验收, 在双方达成验收协议后, 货物丢失和损坏的风险才转移给 Zalando。

IV. Quality

质量

1. The Supplier represents and warrants that it is a company duly incorporated and validly existing under the laws of its home country and that it has the requisite power and authority to enter into and fully perform the Agreement.

供应方声明并保证, 其为一家根据其本国法律正式注册成立并有效存续的公司, 具有签订和全面履行协议所需的权力和授权。

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

供应方应自行承担费用, 采用一切必要的程序确保合同货物和服务符合所有质量标准, 包括完全符合中华人民共和国法律、功能和/或技术规范、国家标准和其他适用的行业标准, 以及 Zalando 规定的其他要求(统称为"标准和要求")。如果供应方怀疑合同货物和/或服务存在任何潜在缺陷或不符合标准, 应立即书面通知 Zalando, 并采取适当措施纠正此类潜在缺陷和/或不符合标准的情况, 包括更换任何有缺陷或不符合标准的货物和/或服务, 费用由供应方自行承担。

V. Inspection, Acceptance and Defect

检查、验收和缺陷

1. Zalando may (is not obliged to) review and/or

inspect all goods and services to ascertain their conformity to the Standards and Requirements within a reasonable time after the delivery thereof by the Supplier. Zalando may reject, in whole or in part, any goods and services that do not conform to the Standard and Requirements (such non-conformity or deficiency being a "Defect"). Notably, mere acknowledgement of delivery shall not be construed as an acceptance of any defective goods and services. The signing of any document by Zalando confirming completion and/or acceptance of the goods and services, and/or payment for the goods and services, shall not prejudice in any way Zalando's right to claim breach of any representation, warranty or obligation by the Supplier hereunder and shall not be considered as irrevocable acceptance by Zalando in case of defective goods and services.

Zalando 可以(但无义务)在供应方交付所有货物和服务后的合理时间内审查和/或检查所有货物和服务,以确定其是否符合标准和要求。Zalando可拒收全部或部分不符合标准和要求的所有货物和服务(该等不符或缺陷简称"缺陷")。值得注意的是,仅确认交付不应被解释为接受任何有缺陷的货物和服务。Zalando签署任何文件确认完成和/或接受货物和服务,和/或支付货物和服务款项,均不得以任何方式影响Zalando主张供应方违反协议项下任何陈述、保证或义务的权利,且不得视为Zalando不可撤销地接受缺陷货物和服务。

2. The costs incurred by the Supplier for the purposes of inspection and repair (including any dismantling and assembly costs) shall be borne by the Supplier even if it turns out that no Defect actually existed, unless such is caused by willful misconduct or gross negligence by Zalando.

供应方为检查和维修而产生的费用(包括任何拆卸和组装费用),应由供应方承担,即使事实证明并不存在缺陷,除非该缺陷是由Zalando的故意不当行为或重大过失造成的。

3. In the event of a Defect, Zalando may, at its discretion, demand a rectification of the Defect (repair), the delivery of products or services free of any Defect (replacement delivery) or reject the defective goods and claim for a refund if any, provided that the cost and expenses (including, without limitation, the transportation cost) in relation to the repair, replacement delivery or return shall always be borne by the Supplier. If the Supplier fails to take such actions as demanded by Zalando within a reasonable time period set by Zalando as per the foregoing, Zalando may rectify the Defect itself (self-performance) or appoint a third party to do so and demand a full indemnity for any expenses, cost, and loss caused by this failure and, if so determined and notified to the Supplier by Zalando a corresponding advance payment from the Supplier.

在出现缺陷的情况下,Zalando可自行决定要求纠正缺陷(维修)、交付无缺陷的产品或服务(更换交付)或拒收缺陷货物并要求退款(如有),但与维修、更换交付或退货相关的成本和费用(包括但不限于运输成本),始终应由供应方负担。如果供应方未能在Zalando根据上述规定设定的合理期限内采取Zalando所要求的措施,Zalando可自行纠正缺陷(自行纠正)或指定第三方进行纠正,并要求供应方全额赔偿由此造成的任何费用、成本和损失;Zalando确定前述费用并通知供应方的,可要求供应方支付相应的预付款。

4. Any clause on any limited liability or guarantee on the part of the Supplier shall hereby all be expressly excluded.

任何关于供应方有限责任或有限担保的条款均应在此明确排除。

VI. Prices, Invoicing and Terms of Payment

价格、开票和付款条件

1. Prices stipulated in the Agreement are fixed and not subject to any review. The Prices shall cover all the goods and services agreed to be provided by the Supplier, and all the fees, cost and expenses which are incurred or which may arise in the provision of such goods and services (including, without limitation the cost and expenses for packaging, transport and delivery). All the prices are inclusive of value added tax, or any other applicable levies and surcharge.

协议中规约的价格为固定价格,不得变更。该价格应涵盖供应方同意提供的所有货物和服务,以及提供该等货物和服务所产生或可能产生的所有费用、成本和开支(包括但不限于包装费、运输费和交付的成本和开支)。所有价格均已包含增值税或任何其他适用的税费和附加费。

2. At Zalando's request, the Supplier shall take back packaging free of charge. Any additional goods and/or services delivered or performed by the Supplier in addition to the originally agreed scope shall only be remunerated with the prior consent of Zalando in writing.

如Zalando的要求,供应方应免费收回包装。除最初约定的范围外,供应方交付或提供的任何额外货物和/或服务还应事先征得Zalando的书面同意。

3. Unless otherwise provided for in the Agreement or these T&Cs, all taxes, including but not limited to income taxes, duties, fees and dues, including interest and penalties arising therefrom, and all other surcharges and levies, whether or not in effect at the date of execution of the Agreement, which arise out of or by virtue of the Agreement shall be borne by, and be the responsibility of, the party on which such are legally levied. For the purpose of compliance with any tax duties arising in connection with execution of the Agreement, the parties agree to exchange information and documentation required by the applicable tax law.

除非协议或本条款另有约定,否则因协议而产生的所有税费,包括但不限于所得税、关税、费用,包括由此产生的利息和罚款,以及所有其他附加费和征税,无论在协议签署之日是否生效,均应由依法被征税的一方承担。为了履行与签署协议有关的任何税务义务,双方同意交换适用税法所要求的信息和文件。

4. Zalando shall be deemed as in default only after the Supplier has sent a notification of a well-established failure in writing and Zalando has failed to rectify such failure within a reasonable time.

只有在供应方书面通知Zalando存在明确违约行为且Zalando未在合理时间内予以纠正的情况下,Zalando方可被视为违约。

5. The Supplier 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 Supplier's possession to the extent such prohibition is permissible by PRC law.

供应方对其占有的 Zalando 材料、数据和任何其他资产不得主张任何抵销权或留置权，条件是該权利排除条款为中国法律所允许。

6. The Supplier must ensure that the invoicing complies with the legal requirements under applicable PRC laws and the requirements specified by Zalando from time to time.

供应方必须确保发票开具符合适用的中国法律规定以及 Zalando 不时规定的要求。

7. Unless as otherwise agreed by the parties, the Supplier 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 Supplier from the obligation to issue the fapiao.

除非双方另有约定，供应方应按照 Zalando 的指示参与 Zalando 的电子开票流程，并应始终通过 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，并根据当地的监管要求提交。参与电子开票流程并不免除供应方开具发票的义务。

8. Any invoice issued by the Supplier shall be payable within 60 days of receipt of the proper, auditable invoice and legal fapiao by the correspondent Zalando accounts payable department, in addition to the signed delivery receipts by Zalando, provided always that the Supplier may issue the invoice only after the full delivery (and acceptance, if applicable) of goods or the fulfilment of its services, as applicable 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.

供应方开具的任何账单，均应在 Zalando 应付账款部门收到适当、可审计的账单和合法发票，以及 Zalando 签署的送货签收单后 60 天内支付，但前提是供应方仅可在货物全部交付(和验收，如适用)或服务履行完毕后(如适用)方可开具账单，且账单和发票应始终通过 Zalando 的电子开票流程或双方另行商定的任何其他流程提交。

9. 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.

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。

10. Subjection to VI. 8 above, payment shall take place by bank transfer to the Supplier's account indicated on its invoice.

在不违反上述第 6.8 条的情况下，付款应通过银行转账至供应方在其账单上注明的账户。

VII. Liability

责任

The Supplier 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 in exercising Zalando's rights), liabilities, claims (including third-party claims), and damages arising out of or in relation to (i) the expected and foreseeable use of the goods and services provided by the Supplier, (ii) the breach by the Supplier of its obligations, representations or warranties under any individual contract; and (iii) the negligence or misconduct of the Supplier, its personnel and Affiliates and/or subcontractors. Zalando's remedies specified in the Agreement shall be cumulative, and any remedies specified herein do not exclude any other remedies available.

因 (i) 供应方提供的商品和服务的预期和可预见用途；(ii) 供应方违反其在任何单项合同中的义务、陈述或保证；(iii) 供应方及其员工、关联方和/或分包商的疏忽或不当行为，而导致 Zalando 发生或牵涉任何损失、费用（包括 Zalando 行使权利而发生的所有合理的律师费和法律费用）、债务、索赔（包括第三方索赔）和损害赔偿金，供应方向 Zalando、其关联方、承包商、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。协议中约定的 Zalando 的救济权具有累积性，本条款项下的任何救济权均不排除 Zalando 享有的任何其他救济权。

VIII. Marketability of Goods

货物的适销性

1. Unless otherwise agreed, the Supplier is obliged to deliver to Zalando only such goods and/or services as conforming to the Standard and Requirements and as freely marketable, including, without limitation, the Standard and Requirements on packaging, labelling and materials.

除非另有约定，供应方有义务向 Zalando 交付仅符合标准和要求（包括但不限于有关包装、标签和材料的标准和要求）且可自由销售的货物和/或服务。

2. Any violation of the obligation under Section VIII shall be a material breach by the Supplier and subject the consequence of breach of contract under PRC law and as set forth hereunder, including, without limitation, those under Section VII (liability).

任何违反本条款项下义务的行为，均应视为供应方的重大违约行为，供应方应承担中国法律规定的违约后果，包括但不限于第七条(责任)中约定的违约后果。

IX. Rights of Third Parties

第三方的权利

1. The Supplier 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 Supplier 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请求权和权利。如果任何第三方因本协议项下的货物或服务侵犯该第三方的权利(尤其是知识产权)而向 Zalando 提出索赔,则供应方应赔偿 Zalando,并使 Zalando 免于承担所有该等索赔责任、与该等索赔抗辩相关的所有费用以及由该等索赔造成的所有其他损失。无论索赔是否合理,赔偿义务始终适用。

2. Zalando shall inform the Supplier immediately of such claims which have been raised against Zalando.

任何第三方向Zalando 提出上述索赔的, Zalando 应立即通知供应方。

X. Intellectual Property Rights

知识产权

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 Supplier only for Zalando's benefit and only in connection with the performance of the Agreement. The Supplier shall cease any use of Zalando's background intellectual property upon expiry or termination of the Agreement, or on Zalando's request.

除非另有书面约定,各方应保留各自背景知识产权的所有权利、所有权和权益。供应方应仅为 Zalando 的利益使用 Zalando 提供的任何背景知识产权,且仅用于履行协议。在协议到期或终止后,或应 Zalando 的要求,供应方应停止使用 Zalando 的背景知识产权。

2. Upon creation and without separate remuneration, the Supplier grants Zalando a worldwide, non-exclusive, perpetual, unlimited, transferable, and sub-licensable licence to use and exploit the intellectual property rights, whether existing upon execution of the contract, or any time in the future, in the work result delivered by the Supplier hereunder for any reasonable commercial purpose, including, without limitation, the following types of use and exploitation:

创作完成后,供应方即向 Zalando 授予全球范围内的、非独占的、永久的、无限的、可转让的和可再许可的许可,允许 Zalando 为任何合理的商业目的使用和开发供应方在本条款项下交付的工作成果的知识产权(无论该等知识产权是在合同签署时已存在,还是在未来的任何时间存在),包括但不限于以下类型的使用和开发,而无需另行支付报酬:

- i. the right to use the work results in the provision of services to any third parties or to otherwise

commercially exploit, to translate, lease or lend them;

有权在向任何第三方提供服务时使用作品成果,或以其他方式对其进行商业利用、翻译、出租或出借;

- ii. the right to reproduce and make publicly available the work results or parts thereof in all known or future yet to be developed physical and non-physical forms and media; and
有权以所有已知的或未来有待开发的物理和非物理形式和媒介,复制和公开提供工作成果或其部分内容;以及

- iii. the right to edit or otherwise modify the work results and use the results derived from the edits or modifications in any manner specified in the Agreement.

有权编辑或修改工作成果,并以协议约定的任何方式使用编辑或修改后的成果。

3. The Supplier agrees that no third-party rights, be it ownership, intellectual property rights or other proprietary rights, will be incorporated in the goods and/or services delivered without prior notice to and acceptance in writing by Zalando. The Supplier shall indemnify and defend Zalando from and against all losses, damages and expenses incurred as a result of any claim that the contractual goods, services, and/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 Supplier shall replace any infringing contractual goods or services with substitute, non-infringing goods or services that comply with the contract or procure the necessary license for Zalando to receive the full benefits of the contractual goods and/or services.

供应方同意,未经 Zalando 事先书面通知并接受,供应方不得在交付的商品和/或服务中纳入任何第三方权利,无论是所有权、知识产权还是其他专有权利。如果因任何第三方主张合同商品、服务和/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,导致Zalando发生任何损失、损害赔偿金和费用,供应方应向Zalando赔偿,并为Zalando辩护。此外,供应方应以符合合同规定的非侵权替代货物或服务替换任何侵权合同货物或服务,或获取必要的许可,让Zalando获得合同货物和/或服务的全部利益。

XI. Domain Names

域名

The Supplier 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、注册或未注册商标,或任何可能造成混淆的类似名称的域名或子域名。所有此类域名均应由 Zalando 或其关联方独家验证和拥有。

XII. Subcontractors or Other Third Parties

分包商或其他第三方

1. Unless otherwise stipulated, the Supplier shall only be entitled to use subcontractors or other third parties (the “**Subcontractors**”) after Zalando’s prior written consent.

除非另有约定, 供应方只有在获得 Zalando 事先书面同意后才有使用分包商或其他第三方(“分包商”)。

2. The Supplier shall remain fully responsible for the performance of the contractual obligations, and liable for the action and omissions by the Subcontractors where a Subcontractor is used.

供应方应对合同义务的履行负全部责任, 并对使用分包商时分包商的行为和不作为负责。

3. If the Supplier intends to subcontract any contractual obligation to the Subcontractors, it shall notify Zalando in writing for approval, no later than two weeks prior to the planned start of the respective subcontracted work, of the name, address, the obligations or services to be subcontracted and such other detail as requested by Zalando in respect of the Subcontractor concerned.

如果供应方打算将任何合同义务分包给分包商, 则应不晚于在分包工作计划开始前两周以书面形式通知 Zalando, 告知 Zalando 相关分包商的名称、地址、分包义务或服务以及 Zalando 要求提供的其他详细信息, 以供 Zalando 批准。

4. Supplier shall enter into formal the agreements with its approved Subcontractors in such a way that the Subcontractor’s services and performance meet the same qualitative and other requirements as the Supplier has undertaken to fulfil vis-à-vis Zalando. In particular, the Supplier shall also be obliged to make contractual arrangements for confidentiality with the respective Subcontractor, which shall correspond accordingly with the obligations between Zalando and the Supplier. The respective Subcontractor must undertake the performance of the obligations and service subcontracted to it professionally, and be competent, capable and reliable. At Zalando’s request, the Supplier must provide appropriate proof of the capability and undertaking of the Subcontractor as per the foregoing. The Supplier shall indemnify Zalando against claims by third parties and Subcontractors asserted against Zalando due to the assignment of Subcontractors to fulfil the obligations incumbent upon the Supplier, including without limitation, any claims for payment of wages, minimum wages and social security contributions.

供应方应与其认可的分包商签订正式协议, 使分包商的服务和业绩符合供应方对 Zalando 承诺的相同质量和其他要求。尤其是, 供应方有义务与分包商签订合同保密协议, 该协议应与 Zalando 和供应方之间的义务相一致。各分包商必须以专业的方式履行分包给其的义务和服务, 并具备相应的资质、能力和可靠性。应 Zalando 的要求, 供应方必须提供分包商具备上述能力和承诺的适当证明。如果第三方和分包商因分包商受托履行供应方的义务而向 Zalando 提出索赔, 包括但不限于任何工资、最低工资和社保缴款方面的索赔, 供应方向 Zalando 赔偿。

5. If so requested by Zalando, the Supplier shall assign to Zalando its rights and claims against the Subcontractor in connection with the subcontracted contractual goods and/or services to Zalando provided, however that the Supplier shall always remain liable to Zalando with respect to any goods or services subcontracted to, and provided by, the Subcontractor notwithstanding the assignment. The Supplier 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.

经Zalando要求, 供应商应将其因分包商向Zalando提供分包商品和/或服务所产生的相关权利和债权转让给Zalando;但是, 即使进行了转让, 供应方仍应始终就分包商分包和提供的任何货物或服务对Zalando 负责。供应方应签署必要的文件并采取必要的其他行动以实现上述转让, 包括但不限于将上述转让通知分包商。

6. If the Supplier violates an obligation under Section XII, without prejudice to any other remedy available, Zalando may immediately terminate the Agreement by a notice in writing.

如果供应方违反了第 12条项下的义务, 在不影响Zalando享有的任何其他救济权的前提下, Zalando 经书面通知, 可立即解除协议。

XIII. Use of and Liability for Data, Obligation to Confidentiality

数据的使用和责任; 保密义务

1. ‘**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、图形表示法、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

式了解到的任何信息;(iii) 有关合同或其目标的任何信息;以及 (iv) 由披露方保密信息衍生、产生或包含其中的所有信息或数据, 但任何专为 Zalando 开发或创建的合同服务一经创建即应成为 Zalando 的保密信息。

2. The Supplier must use all Confidential Information provided to it by Zalando in electronic or physical form exclusively for the fulfilment of its contractual obligations. Zalando reserves all property right, copyrights and industrial property rights. In particular, the Supplier is not authorized to disclose or make this Confidential Information available to third parties without prior written consent of Zalando. All third parties on the Supplier's side are deemed to be with the exception of (i) the Supplier's employees and (ii) the Supplier's professional consultants, insofar as there are under a legal duty of confidentiality.

供应方必须将 Zalando 以电子或实物形式向其提供的所有保密信息仅用于履行合同义务。Zalando保留所有产权、版权和工业产权。尤其是, 未经 Zalando 事先书面同意, 供应方无权向第三方披露或提供该等保密信息。对于供应方而言, 上述第三方应不包括负有法定保密义务的(i)供应的员工和(ii)供应方的专业顾问。

3. The Supplier must inform Zalando immediately at any time upon request about all measures taken by it to comply with the provisions according to Section XIII. 2.

供应方必须随时应要求立即向 Zalando 告知其为遵守第13.2条 而采取的所有措施。

4. Zalando shall have the right to demand from the Supplier the return or deletion or destruction of all Confidential Information in the Supplier's possession within a reasonable period of time set by Zalando at the Supplier's own expense and risk. If it becomes impossible for the Supplier to perform the contractual services without this Confidential Information, it shall be obliged to inform Zalando of this immediately after receipt of the request for deletion or return. Insofar and as long as the performance of the contractual services becomes impossible due to a deletion or surrender, Supplier shall be released from its obligation to perform the contractual services.

Zalando 有权要求供应方在 Zalando 规定的合理期限内归还、删除或销毁其掌握的所有保密信息, 费用和 risk 由供应方自行承担。如果供应方在没有该等保密信息的情况下无法履行合同服务, 供应方有义务在收到删除或归还要求后立即通知Zalando。如果删除或归还保密信息导致供应方无法提供合同服务, 供应方即应免除其提供合同服务的义务。

5. The obligations under this Paragraph XIII. shall not apply to Confidential Information which is accessible or made available to the general public without breach of the obligations under the contracts or if the data must be disclosed by the Supplier in accordance with the order of a court or an administrative or government authority. The Supplier shall be obliged to notify Zalando immediately of such an order and to give Zalando the opportunity to dispute the necessity of disclosure or to request an appropriate confidentiality order. The previous sentence shall not apply to the extent that the Supplier is prohibited

from fulfilling the obligations set forth therein by the order itself.

本条项下的义务不适用于在不违反合同义务的情况下向公众公开或提供的保密信息, 或者供应方必须根据法院、行政机关或政府机关的命令披露的情况。供应方有义务在收到此类命令后立即通知 Zalando, 并给 Zalando 就披露必要性提出异议或申请适当保密令的机会。如果命令本身禁止供应方履行前句约定的义务, 则前句中的约定不适用。

6. The provisions of this Paragraph XIII shall remain in force for three years after termination or performance of the Agreement.

本条在协议解除或履行后三年内有效。

7. An announcement or evaluation of the existing business relationship with Zalando in publications or for advertising purposes may only be made with prior written consent from Zalando.

只有在事先获得 Zalando 书面同意的情况下, 方可在出版物或广告中公布或评估与 Zalando 的现有业务关系。

XIV. Personal Information

个人信息

1. The Supplier may provide Zalando with personal information (the "Supplier 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 Supplier's legal representative, principal, employees, relevant agents, customers or authorised subcontractors and other contacts. The above Supplier 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、正在进行或已完成的服务和合作相关的个人信息(下称 "供应方个人信息"), 包括但不限于供应方法定代表人、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。

2. The Supplier acknowledges and undertakes that, with respect to the Supplier Personal Information that it has provided or will provide to Zalando from time to time upon the execution of the Agreement, it shall, prior to the provision of Supplier Personal Information to Zalando, (i) inform the relevant data subjects of the processing activities and purposes of processing of the applicable Supplier Personal Information to be carried out by Zalando, (ii) obtain the explicit consent of such data subjects (including separate consent for cross-border transfers of the applicable Supplier Personal Information) and (iii) ensure compliance with other statutory requirements under the PRC Personal Data Protection Law (PIPL).

供应方确认并承诺, 对于其已提供或将在协议签署后不时提供给 Zalando 的供应方个人信息, 供应方应在向 Zalando 提供供应方个人信息之前(i) 告知相关数据主体, Zalando 对相关供应方个人信息的处理活

动和处理目的；(ii) 征得该等数据主体的明确同意(包括对相关供应方个人信息的跨境转移另行征得同意)，以及 (iii) 确保遵守《中华人民共和国个人数据保护法》(PIPL)规定的其他法定要求。

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

在不影响第13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、代理或服务用户的信息)(统称为**"Zalando 个人数据"**)时，同意履行以下义务：

(i) process such Zalando Personal Data always within the territory of PRC (which, solely for the purpose of the Agreement 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 Agreement;

始终在中国境内(仅就本协议而言，不包括香港、澳门和台湾)仅根据 Zalando 的文件指示并仅为履行协议项下的合同义务，处理该等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. The Supplier shall review and update these measures regularly;

采取适当的技术和组织措施，确保与处理该等 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。供应方应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该等 Zalando 个人数据的人员都必须履行可强制执行的保密义务；

(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 Agreement, unless retention is required by applicable law;

在协议解除时，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 Supplier's compliance with this clause and applicable data protection laws, upon reasonable prior notice and during regular business hours;

允许 Zalando 或由 Zalando 指定的第三方审计人员经合理事先通知后，在正常营业时间内，对承包商遵守本条和适用数据保护法律的情况进行审计或检查；

(ix) cooperate with competent PRC data protection authorities as required by law, in relation to the processing of Zalando Personal Data.

根据法律要求，就 Zalando 个人数据的处理与中国主管数据保护机构合作。

4. The Supplier 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 personal information controller (as defined under PIPL) with respect to such Zalando Personal Data and retains full responsibility for the lawfulness of the processing.

承包商在代表 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 始终是该等 Zalando 个人数据的个人信息处理人(定义见《个人信息保护法》)，并对处理的合法性承担全部责任。

XV. Code of Conduct

行为准则

The Supplier acknowledges Zalando's Code of Conduct and assures that it accepts and will adhere to the principles expressed therein. The Code of Conduct may be subject to changes and becomes part of the Agreement regardless of whether the Supplier has signed it separately. Upon request,

Zalando will provide it at any time.

供应方确认 Zalando 的行为准则, 并保证接受和遵守其中所述的原则。行为准则可能会有变动。无论供应方是否另行签署, 行为准则都将作为协议的一部分。经供应方要求, Zalando 将随时向其提供行为准则的文本。

XVI. Termination of Contract

合同解除

1. Either party may, at its option and upon written notice to the other party, terminate the Agreement forthwith: (a) if a breach of the contract by the other Party is not remedied within fifteen (15) days after the breaching party's receipt of written notice of the breach from the non-breaching party, or the other Party commits a material breach of the Agreement; (b) if the other party admits in writing its inability to pay its debts generally as they become due, files a petition or initiate the process for liquidation, bankruptcy or insolvency or executes an assignment for the benefit of creditors or any such similar documents; (c) if a receiver, administrator, trustee in bankruptcy or similar officer is appointed for the other Party's property; (d) in case of partial or total discontinuance of the industrial or commercial activity of the other Party, save for usual, justified company restructuring; or (e) as otherwise provided for hereunder.

如发生以下任何情形, 任何一方均可在书面通知对方后选择立即解除协议: (a) 另一方违约, 且在收到非违约方的书面违约通知后十五 (15) 天内仍未纠正; (b) 另一方书面承认其无力支付到期债务, 提出清算申请或启动清算、破产或无力偿债程序, 或为债权人利益签署转让或任何类似文件; (c) 另一方的财产被指定接管人、管理人、破产受托人或类似人员; (d) 另一方的工业或商业活动部分或全部中断, 但正常、合理的公司重组除外; 或 (e) 发生本条款载明的其他情形。

2. To the extent permitted by laws, Zalando may terminate the Agreement without cause upon thirty (30) days prior written notice to the Supplier.

在法律允许的范围内, Zalando 经提前三十 (30) 天向供应方发出书面通知, 可无理解除协议。

XVII. Force Majeure

不可抗力

1. '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的事件, 该事件妨碍一方

履行全部或部分合同义务。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。

2. 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.

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。

3. The Supplier 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.

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 事先书面批准的条件下采购替代产品), 并应在必要时实施其已制定的任何业务连续性和/或灾难恢复计划, 以确保持续供应。

4. If the Force Majeure event lasts for more than thirty (30) days from the date of the notice and prevents the Supplier from performing his obligations during that period, Zalando is entitled, but not obliged, to terminate, as of right, the Agreement, in whole or in part (in which case the parties shall negotiate the conditions for the continuation of the Agreement)

如果不可抗力事件自通知之日起持续超过三十 (30) 天, 且使供应方在此期间无法履行其义务, 则 Zalando 有权但无义务全部或部分解除协议(在部分解除的情况下, 双方应就继续履行协议的条件进行协商)。

XVIII. Applicable Law and Dispute Resolution

适用法律和争议解决

1. For these T&C and all legal relationships between Zalando and the Supplier, shall be interpreted and governed exclusively by the laws of PRC.

本条款以及 Zalando 与供应方之间的所有法律关系均应根据中国法律解释, 并受该等法律管辖。

2. Any disputes arising out of or in connection with the Agreement 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) of 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 arbitration award shall be final and binding upon the parties.

因协议引起的或与协议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。仲裁裁决为终局裁决, 对双方均有约束力。

XIX. Language

语言

These T&C and the Agreement are written in both Chinese and English languages, and the English version shall prevail in case of any conflict.

本条款及协议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。

More information under
<https://eprocurement.zalando.com>

更多信息, 请访问网站
<https://eprocurement.zalando.com>