

TERMS AND CONDITIONS FOR WORKS ON SITE

现场工程条款与条件

1. DEFINITIONS

定义

For purposes of these Terms and Conditions and all related activity, the term: 就本条款与条件及所有相关活动而言，下列术语的含义如下：

- "Supplier" means: the Supplier, Seller, Contractor or Vendor identified on the applicable Purchase Order ("PO");
“供应商”指适用采购订单（“PO”）中列明的供应商、卖方、承包商或供货商；
- "Company" means: Rosebel Gold Mines N.V. ("Rosebel") identified on the applicable PO.
“公司”指适用采购订单中列明的 Rosebel Gold Mines N.V.（“Rosebel”）。
- "Bill of Quantities" means: The document containing an itemized breakdown of the works to be carried out in a unit price contract, indicating a quantity for each item and the corresponding unit price.
“工程量清单”指在单价合同中列明拟实施工程的分项明细，并载明各项目工程量及相应单价的文件。
- "Contractor" means: the natural or legal person or legal/ public entity or consortium of such persons and/or bodies who is legally entitled to signed the contract with the Company;
“承包商”指依法有权与公司签订合同的自然人、法人、法律实体 / 公共实体，或由该等人员及 / 或机构组成的联合体；
- "Contract" means: the written agreement between the Company and the Supplier;
“合同”指公司与供应商之间的书面协议；
- "Defects Liability Period" means: The period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Supervisor
“缺陷责任期”指合同约定的、自临时验收之日起紧接着开始的一段期间；在该期间内，承包商须按照监理人的指示完成工程，并修补缺陷或故障。
- "Drawings" means drawings provided by Rosebel or by the Contractor, for the carrying out of the works
“图纸”指由 Rosebel 或承包商提供的、用于实施工程的图纸。
- "Liquidated Damages" means: damages which have been agreed beforehand by the parties, and recorded in the contract, as being a genuine estimate of the loss suffered by the injured party (e.g. compensation payable by the Contractor to Rosebel for failure to complete the contract or part of the contract within the contractual periods).
“约定损害赔偿金”指双方事先约定并载入合同、作为对受损方所遭受损失的真实估算的赔偿金额（例如，承包商因未能在合同约定期限内完成合同或其中一部分而应向 Rosebel 支付的赔偿）。
- "Works" means: means the outcome of building or civil engineering works taken as a whole that is sufficient of itself to fulfil an economic or technical function.
“工程”指建筑工程或土木工程所形成的整体成果，该成果本身足以实现某项经济或技术功能。
- "Confidential Information" means all (sensitive) information

disclosed by Rosebel to Contractor, or otherwise all information, pertaining to Rosebel that Contractor comes into possession, or knowledge, of, including, without limitation, all proprietary, confidential and personal information relating to Rosebel and its Affiliates', employees, agents, partners, Suppliers and clients.

“保密信息”指 Rosebel 向承包商披露的所有（敏感）信息，或承包商以其他方式取得或知悉的与 Rosebel 有关的所有信息，包括但不限于与 Rosebel 及其关联方的员工、代理人、合作伙伴、供应商和客户有关的所有专有信息、保密信息及个人信息。

2. ACCEPTANCE; NO ADDITIONAL TERMS

接受；不接受附加条款

Quantity, Delivery Dates, Prices and Specifications in the PO/Contract are critical commitments which are agreed upon by confirming the same by Supplier/Contractor.

采购订单 / 合同中的数量、交付日期、价格及规格属于关键承诺，供应商 / 承包商对其作出确认即表示同意。

The PO/CONTRACT will be deemed accepted by Supplier upon the first of the following to occur:

下列任何一项最先发生时，即视为供应商已接受采购订单 / 合同：

- Supplier making, signing or delivering to Company any letter, form or other writing or instrument acknowledging acceptance;
供应商制作、签署或向公司交付任何确认接受的函件、表格或其他书面文件或文书；
- any performance by Supplier under the PO/CONTRACT; or
供应商实施采购订单 / 合同项下的任何履约行为；或
- the passage of ten (10) calendar days after Supplier's receipt of the PO/CONTRACT without written notice to Company that Supplier does not accept.
供应商收到采购订单 / 合同后已届满十（10）个日历日，且未书面通知公司其不予接受。

Company reserves the right to revoke or withdraw the PO/CONTRACT, in whole or in part, prior to Supplier's acceptance. By accepting the PO/CONTRACT, Supplier agrees to comply with the terms and conditions contained herein and any other attachments noted in the PO/CONTRACT and to provide the services ("Services") as described herein for the prices indicated therein. Acceptance of the PO/CONTRACT is expressly limited to the terms and conditions contained herein (including attachments to the PO/CONTRACT). No shipment shall be made in case of any deviation from the terms and conditions, including quantities and specifications, specified in the PO/CONTRACT. Unless approved in writing by the Supply Chain Manager or Supply Chain Superintendent, any such deviation shall be covered by means of a revised PO/CONTRACT.

在供应商接受之前，公司保留全部或部分撤销或撤回采购订单 / 合同的权利。供应商接受采购订单 / 合同，即表示同意遵守本文件所载条款与条件以及采购订单 / 合同中列明的任何其他附件，并按其中列明的价格提供本文件所述服务（“服务”）。对采购订单 / 合同的接受明确仅限于本文件所载条款与条件（包括采购订单 / 合同的附件）。如与采购订单 / 合同规定的条款与条件（包括数量和规格）存在任何偏差，不得发货。除非供应链经理或供应链主管书面批准，否则任何此类偏差均须通过修订采购订单 / 合同予以载明。

The terms and conditions of a signed contract agreement for the supply of the Goods or Services specified on the PO/CONTRACT will take

precedence over these standard terms and conditions. No other terms or conditions submitted by either party that are in addition to, different from or inconsistent with those contained herein or in the PO/CONTRACT, including, without limitation, Supplier's standard printed terms and conditions, and any terms and conditions contained in any Supplier quotation, invoice, order acknowledgment, confirmation, acceptance, bill of lading or other instrument, shall be binding upon either party unless specifically and expressly agreed to in a writing signed by duly authorized representatives of both parties.

就采购订单 / 合同中列明的货物或服务供应而签署的合同协议，其条款与条件优先于本标准条款与条件。任何一方提交的、对本文件或采购订单 / 合同所载条款作出补充、与其不同或与其不一致的其他条款或条件，包括但不限于供应商印制的标准条款与条件，以及供应商的任何报价单、发票、订单确认书、确认函、接受函、提单或其他文书中的条款与条件，均不对任何一方具有约束力，除非双方正式授权的代表在签署的书面文件中具体、明确地同意该等条款或条件。

3. RELATIONSHIP OF PARTIES

双方关系

Supplier shall perform the Services as an independent Supplier and nothing contained herein shall be deemed to create a relationship of employer and employee, partnership or joint venture between Parties.

供应商应作为独立供应商提供服务，本文件中的任何内容均不得视为在双方之间建立雇主与雇员关系、合伙关系或合资关系。

The Supplier shall be responsible for the acts, defaults and negligence of its subcontractors and its experts, agents or employees, as if they were the acts, defaults or negligence of the Supplier, its experts, agents or employees. The approval by Company of the subcontracting of any part of the PO/CONTRACT or of the subcontractors to perform any part of the services shall not relieve the Supplier of any of its obligations under the PO. 供应商应对其分包商及其专家、代理人或雇员的行为、违约及疏忽承担责任，如同该等行为、违约或疏忽由供应商、其专家、代理人或雇员作出。公司批准将采购订单 / 合同的任何部分分包，或批准分包商履行任何部分服务，均不免除供应商在采购订单项下的任何义务。

Nothing in this PO/CONTRACT is intended nor shall be construed as creating any exclusive arrangement with Supplier. This PO/CONTRACT shall not restrict Company from acquiring similar, equal or like services from other Suppliers.

本采购订单 / 合同的任何内容均无意与供应商建立任何排他性安排，亦不得作如此解释。本采购订单 / 合同不限制公司从其他供应商处获取相似、同等或同类服务。

Supplier have no authority to bind Company in any way and shall inform all parties with which it has dealings on behalf of Company of its status as an independent Supplier to Company, and shall not, explicitly or implicitly, hold itself out as, or give any appearance of, having specific or apparent authority to act for or bind Company.

供应商无权以任何方式使公司承担约束，并应向其代表公司进行往来的所有各方说明，其身份是公司的独立供应商；供应商不得明示或默示地自称具有代表公司行事或使公司承担约束的特定授权或表见代理权，亦不得造成具有该等权限的表象。

Supplier's Team is hereby authorized to enter the Mine Site at those locations and at such times that are reasonably necessary to perform the Services in a manner that will not interfere with any activities conducted by Company. This will be under supervision of the responsible Department of Company.

兹授权供应商团队在提供服务所合理必需的地点及时间进入矿区，但其提供服务的方式不得妨碍公司开展的任何活动。该等活动应在公司负责部门的监督下进行。

The Supplier shall execute the PO/CONTRACT with due care, efficiency and diligence in accordance with the best professional practice. Supplier represents that it has all required business licenses and permits to provide the agreed Works.

供应商应遵循最佳专业实践，以应有的谨慎、高效和勤勉履行采购订单 / 合同。供应商声明，其已取得提供约定工程所需的全部营业执照及许可证。

The Supplier shall comply with any administrative orders given by Company. Where the Supplier considers that the requirements of an administrative order go beyond the authority of Company or of the scope of the PO/CONTRACT he shall give notice, with reasons, to Company.

供应商应遵守公司下达的任何管理指令。如供应商认为某项管理指令的要求超出公司的权限或采购订单 / 合同的范围，应通知公司并说明理由。

The Supplier shall supply, without delay, any information and documents to Company upon request, regarding the conditions in which the PO/CONTRACT is being executed.

应公司要求，供应商应及时向公司提供有关采购订单 / 合同履行情况的任何信息和文件。

Should any unforeseen event, action or omission directly or indirectly hamper performance of the Services, either partially or totally, the Supplier shall immediately and at its own initiative record it and report it to Company. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Supplier to ensure full compliance with its obligations under the PO/CONTRACT. In such event the Supplier shall give priority to solving the problem rather than determining liability.

如任何不可预见的事件、行为或不作为直接或间接地部分或全部妨碍服务的履行，供应商应立即主动记录并向公司报告。报告应描述问题，说明问题开始的日期，以及供应商为确保全面履行采购订单 / 合同项下义务而采取的补救措施。在此情况下，供应商应优先解决问题，而非确定责任。

If the Supplier is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the PO/CONTRACT, including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the PO/CONTRACT shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of Company. Any alteration of the composition of the consortium without the prior consent of Company may result in the termination of the PO/CONTRACT.

如供应商为由两个或以上主体组成的合资企业或联合体，该等主体均应就采购订单 / 合同项下的义务（包括任何可追偿金额）承担连带责任。联合体指定的、为采购订单 / 合同之目的代表其行事的人员应有权使联合体承担约束，并作为所有合同及财务事项的唯一联络代表。未经公司事先同意，不得改变合资企业或联合体的成员组成或组织构成。未经公司事先同意而变更联合体成员组成，可能导致采购订单 / 合同被解除。

4. TAXES

税费

Supplier accepts its responsibility for settling its own tax liabilities and herewith indemnifies and holds harmless Company against any and all claims and taxes and levies (including interest, penalties, and any other costs) which are claimed or assessed against Company in connection with or as the result of payments made hereunder to Supplier for the Services in Suriname.

供应商承认其有责任清偿自身的税务负债，并在此同意，就因本文件项下向供应商支付在苏里南提供服务的款项而产生或与之有关、向公司提出或对公司核定的任何及全部索赔、税款和征费（包括利息、罚款及任何其他费用），向公司作出赔偿并使公司免受损害。

For the purpose of above mentioned provision on tax payment, Company reserves the right to audit the books and records of Supplier relating to payments under this PO/CONTRACT. Supplier shall keep a proper administration of its books and records, and agrees to fully cooperate with and give Company access to relevant book and records for such audits, upon prior written request of Company. This right to audit also applies to payment of wages and other secondary benefits to Supplier's Team. In this regard Company warrants that these audits shall be for informative purposes only and that all information retrieved from Supplier's books and records shall be held highly confidential.

为实施上述缴税规定，公司保留审计供应商与本采购订单 / 合同项下付款有关的账簿和记录的权利。供应商应妥善管理其账簿和记录，并同意在公司事先提出书面要求后，充分配合该等审计，允许公司查阅相关账簿和记录。该审计权亦适用于向供应商团队支付工资及其他附加福利的情况。对此，公司保证，该等审计仅用于了解情况，从供应商账簿和记录中取得的所有信息均将严格保密。

5. COMPLIANCE WITH LAWS, STANDARDS AND POLICIES

遵守法律、标准及政策

In providing the Services, Supplier shall perform its obligations faithfully and diligently and will:

在提供服务时，供应商应忠实、勤勉地履行其义务，并应：

(a) comply with and ensure that its employees, agents, Suppliers and subcontractors ("Personnel") comply with all applicable laws and regulations; s

(a) 遵守所有适用法律法规，并确保其雇员、代理人、供应商和分包商（“人员”）亦予以遵守；

(b) comply with Company's policies that can be obtained from the procurement department on request and

(b) 遵守公司的政策，该等政策可向采购部门索取；以及

(c) to the extent that Supplier's Personnel are required to enter onto Company's Mine Site (in district Brokopondo) or property, ensure that such Personnel comply with all policies, guidelines and procedures of Company as may be amended from time, including, but not limited to Company's Code of Conduct, Business Code of Ethics, Environment, Health and Safety Policy and guidelines, Camp Rules, Traffic Plan, Defensive Drive, and the Alcohol and Drugs Policy.

(c) 如供应商人员需要进入公司矿区（位于 Brokopondo 区）或物业，应确保该等人员遵守公司不时修订的所有政策、指南和程序，包括但不限于公司的《行为准则》《商业道德准则》、环境、健康与安全政策及指南、营地规定、交通计划、防御性驾驶要求，以及酒精和毒品政策。

A copy of these Company policies will be provided to Supplier upon commencement of the Services.

公司将在服务开始时向供应商提供该等公司政策的副本。

6. SAFETY

安全

The Supplier shall ensure the safety on sites during the whole period of execution and shall be responsible for taking the necessary steps, in the interests of its employees, Rosebel employees and third parties, to prevent any loss or accident which may result from carrying out the works.

供应商应确保整个施工期间的现场安全，并应为其雇员、Rosebel 员工及第三方的利益采取必要措施，防止因实施工程而可能造成的任何损失或事故。

The Supplier shall take all essential steps, on its own responsibility and at its expense, to ensure that existing structures and installations are protected, preserved and maintained.

供应商应自行承担责任和费用，采取一切必要措施，确保现有结构物和设施得到保护、保全及维护。

Supplier will abide by all applicable Rosebel policies, most notably the Occupational Health, Safety & Environment Policy and Procedures, such as: 供应商应遵守 Rosebel 的所有适用政策，尤其是职业健康、安全与环境政策及程序，例如：

- Fall prevention procedure: if they will work on elevation; use of scaffolding
防坠落程序：适用于高处作业及使用脚手架；
- Excavation procedure: if they will be excavating a permit needs to be issued in conjunction with Mill electrical
开挖程序：如进行开挖作业，须会同选厂电气部门签发许可证；
- Working near electrical equipment: if they will be working in the vicinity if high voltage
电气设备附近作业：适用于在高压电设施附近作业；
- Lock out Tag out: if they will do electrical tie-in to our current electrical systems; working with energy sources
上锁挂牌：适用于接入我方现有电气系统及涉及能源的作业；
- Rigging and signaling procedure: for lifting
吊装与指挥信号程序：适用于起重作业；
- Mobile equipment procedure: if they will use mobile equipment during the project e.g. cranes etc.
移动设备程序：适用于项目期间使用移动设备，例如起重机等；
- Hot work procedure: for welding and flame cutting
动火作业程序：适用于焊接及火焰切割。

7. EXCLUSION OF CONSEQUENTIAL LOSS

后果性损失的排除

Neither party will be liable to the other party under the PO for any special, incidental, indirect, consequential, exemplary or punitive damages or losses, loss of profits or revenues, loss of opportunities, loss of goodwill or loss of capital (collectively "Consequential Loss"), with the exception of Consequential Loss caused by a party's criminal acts, fraud or willful misconduct or Consequential Loss caused by Supplier for which Supplier is required to be insured under a policy of insurance.

任何一方均不就采购订单项下的任何特殊、附带、间接、后果性、惩戒性或惩罚性损害或损失、利润或收入损失、机会损失、商誉损失或资本损失（统称“后果性损失”）向另一方承担责任，但因

一方的犯罪行为、欺诈或故意不当行为造成的后果性损失，以及由供应商造成且按要求应由供应商投保的保险单承保的后果性损失除外。

8. LIMITATION OF LIABILITY

责任限制

Supplier assumes all liability for and will indemnify and hold harmless Rosebel from and against any and all liabilities caused by:

供应商承担因下列事项引起的全部责任，并应就该等任何及全部责任向 Rosebel 作出赔偿并使其免受损害：

- Supplier's negligent performance of the Services;
供应商因疏忽而履行服务不当；
- Breach of this Agreement by Supplier or its Team;
供应商或其团队违反本协议；
- Personal or bodily injury or death of any person, including without limitation any third party, damage of property of Rosebel or any third party caused by the negligence of Supplier or its Team.
因供应商或其团队的疏忽，造成任何人（包括但不限于任何第三方）的人身伤害、身体伤害或死亡，或造成 Rosebel 或任何第三方的财产损害。

Rosebel agrees to limit the liability of Supplier, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors to Rosebel, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from Supplier's acts, negligence, errors or omissions, such that the total aggregate liability of the Supplier Group to all those named shall not exceed One Million Dollars (\$1,000,000) or the PO value, whichever is greater. However, compensation for loss or damage resulting from the Supplier's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the Supplier, its staff, its subcontractors and any person for which the Supplier is answerable.

Rosebel 同意，对供应商、其关联方及其各自的雇员、高级职员、董事、代理人、顾问和分包商，因供应商的行为、疏忽、错误或遗漏而对 Rosebel 及其雇员、高级职员、董事、代理人、顾问和分包商承担的责任（无论基于合同、侵权或其他依据）作出限制，即供应商集团对所有上述主体承担的累计责任总额不得超过一百万美元（\$1,000,000）或采购订单金额，以较高者为准。但是，供应商就人身伤害（包括死亡）所承担责任而产生的损失或损害赔偿，在任何情况下均不得设定上限。供应商、其员工、其分包商及供应商应对其负责的任何人员的欺诈或重大过失所造成的任何种类损害的赔偿，亦不得设定上限。

Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, and loss of data or any other special, indirect, consequential or punitive damages.

任何一方均不就收入损失、利润损失、资本成本、客户索赔、数据丢失或任何其他特殊、间接、后果性或惩罚性损害向另一方承担责任。

a) Liability for damage to works

a) 工程损害责任

The Supplier shall assume (i) full responsibility for maintaining the integrity of the works and (ii) the risk of loss and damage, whatever their cause, until the final acceptance as foreseen.

在按约定进行最终验收之前，供应商应承担：(i) 维护工程完整性的全部责任；以及 (ii) 无论任何原因所致的损失及损害风险。

b) Supplier's liability in respect of Rosebel

b) 供应商对 Rosebel 的责任

At any time, the Supplier shall be responsible for and shall indemnify Rosebel for any damage caused, during the performance of the works, to Rosebel by the Supplier, its staff, its subcontractors and any person for which the Supplier is answerable.

供应商在任何时候均应对其自身、其员工、其分包商及供应商应对其负责的任何人员在工程实施期间给 Rosebel 造成的任何损害承担责任，并向 Rosebel 作出赔偿。

c) Supplier's liability in respect of third parties

c) 供应商就第三方承担的责任

The Supplier shall, at its own expense, indemnify, protect and defend, Rosebel, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter "claim(s)") arising from any act or omission by the Supplier, its staff, its subcontractors and/or any person for which the Supplier is answerable, in the performance of the duties.

对于因供应商、其员工、其分包商及 / 或供应商应对其负责的任何人员在履行职责过程中的任何行为或不作为而产生的、任何性质的全部诉讼、索赔、损失或损害，无论直接或间接（以下称“索赔”），供应商均应自行承担费用，向 Rosebel 及其代理人 and 雇员作出赔偿、提供保护并为其抗辩。

Under these general conditions, the agents and employees of the Supplier, as well as its subcontractors and any person for which the Supplier is answerable are considered to be third parties.

在本通用条件项下，供应商的代理人 and 雇员，以及其分包商 and 供应商应对其负责的任何人员，均视为第三方。

The Supplier shall treat all claims in close consultation with Rosebel. Any settlement or agreement settling a claim requires the prior express consent of Rosebel and the Supplier.

供应商应与 Rosebel 密切协商处理所有索赔。任何和解或解决索赔的协议，均须事先取得 Rosebel 和供应商的明确同意。

9. INSURANCE

保险

a) General issues

a) 一般事项

At the latest together with the return of the countersigned contract, and for the period of implementation of tasks, the Supplier shall ensure that itself, its staff, its subcontractors and any person for which the Supplier is answerable, are adequately insured. This also includes, but is not limited to, all required medical, health and travel insurances for Supplier's Team. Neither Supplier nor Supplier's Team shall be entitled to participate in, or receive, any benefits from any insurance plan, disability plan, medical or dental plan, hospital plan, pension benefit plan, deferred compensation plan, savings plan or any fringe benefit or welfare benefit plan sponsored, maintained or provided by Rosebel.

最迟在交回会签合同之时，供应商应确保其自身、其员工、其分包商及供应商应对其负责的任何人员均已获得充分的保险保障，并在任务实施期间持续维持该等保障。该等保险还包括但不限于供应商团队所需的全部医疗、健康和旅行保险。供应商及其团队均无权参加 Rosebel 主办、维持或提供的任何保险计划、伤残保

障计划、医疗或牙科计划、住院保障计划、养老金福利计划、递延薪酬计划、储蓄计划或任何附加福利或福利保障计划，亦无权从中领取任何福利。

Supplier must, if requested, provide Rosebel with documentation certifying that Supplier and Supplier's Team is insured and in compliance with this Agreement.

如 Rosebel 提出要求，供应商必须向其提供证明供应商及其团队已投保并符合本协议要求的文件。

As a minimum, the insurances listed hereafter shall provide cover up to the minimum contractual liabilities laid down in pursuance of the PO or minimum statutory liabilities laid down in pursuance of the applicable national legislation, whichever is the highest.

下文所列保险的承保金额至少应达到依据采购订单规定的最低合同责任金额，或依据适用国内法律规定的最低法定责任金额，以较高者为准。

The Supplier shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of Rosebel and Rosebel.

供应商应完全承担全部或部分缺乏保险保障的后果，并使 Rosebel 和 Rosebel 完全免于承担责任。

b) Specific issues

b) 具体事项

1. Insurance for damage to third parties

1. 第三方损害保险

The Supplier shall take out a civil liability insurance covering bodily injury and property damage that may be caused to third parties by reason of the execution of the works, as well as during the defects liability period. The insurance policy must specify that Rosebel's staff, as well as that of other Suppliers and third parties located on site are considered third parties under this insurance, which shall be unlimited for bodily injury.

供应商应投保民事责任保险，以承保因实施工程以及在缺陷责任期内可能对第三方造成的人身伤害和财产损害。保险单必须明确，Rosebel 的员工、其他供应商的员工以及位于现场的第三方，均属于该保险项下的第三方；该保险对人身伤害的承保不得设定金额上限。

2. Works Insurance

2. 工程保险

The Supplier shall take out a "Supplier All Risk" insurance to the joint benefit of itself, its subcontractors, Rosebel and Rosebel. This insurance shall cover all damage to which the works included in the PO may be subject, including damage due to a defect or a design flaw of the plans, the building materials or the implementation for which the Supplier is responsible under the PO and the damages due to natural events. This insurance shall also cover damage to existing goods and properties of Rosebel and of Rosebel. This insurance shall also cover the equipment and the temporary works on the site up to their total value of reconstruction/replacement.

供应商应为其自身、其分包商、Rosebel 和 Rosebel 的共同利益投保“供应商一切险”。该保险应涵盖采购订单所含工程可能遭受的一切损害，包括因供应商根据采购订单应负责的图纸、建筑材料或施工的缺陷或设计瑕疵所致的损害，以及自然事件所致的损害。该保险还应涵盖 Rosebel 及 Rosebel 的现有货物和财产所遭受的损害，并应按现场设备和临时工程的全部重建 / 重置价值提供保障。

3. Motor Insurance

3. 机动车保险

The Supplier shall take out insurance covering all vehicles used by the Supplier or its subcontractors (whether they own them or not) in connection with the PO.

供应商应投保，承保其自身或其分包商因采购订单而使用的所有车辆，无论该等车辆是否归其所有。

4. Insurance against accidents at work

4. 工伤事故保险

The Supplier shall take out insurance policies providing coverage of the Supplier itself, its staff, its subcontractors and any person for which the Supplier is answerable, in case of an accident at work or on the way to work. It shall ensure that its subcontractors do the same. It indemnifies Rosebel against any claims that its employees or those of its subcontractors could have in this regard. For its permanent expatriate staff, where appropriate, the Supplier shall in addition comply with the laws and regulations applicable in the country of origin.

供应商应投保，在其自身、其员工、其分包商及供应商应对其负责的任何人员发生工作事故或上班途中事故时提供保险保障。供应商应确保其分包商亦作出同样安排。对于供应商员工或其分包商员工可能就此提出的任何索赔，供应商应向 Rosebel 作出赔偿。对于其常驻外派员工，供应商还应在适用情况下遵守员工来源国的法律法规。

5. Insurance of liability related to the soundness of the works

5. 工程稳固性责任保险

The Supplier shall take out insurance covering in full its liability that may be triggered with regard to the soundness of the works even after final acceptance, as foreseen by the law of the Country in which the works are executed.

供应商应按工程实施所在国法律的规定投保，全面承保其可能就工程稳固性承担的责任，包括最终验收后可能产生的该等责任。

10. SUPERINTENDENCE AND STAFF

施工监督及人员

The Supplier shall itself superintend the works or shall appoint a representative to do so. The Supplier's representative shall have full authority to make any decision necessary for the execution of the works, to receive and carry out administrative orders and to countersign the work register. In any event, the Supplier shall be responsible for ensuring that the works are carried out satisfactorily including ensuring that the specifications and administrative orders are adhered to by its own employees and by its sub-Suppliers and their employees

供应商应自行监督工程，或任命代表进行监督。供应商代表应拥有充分权限，作出工程实施所需的任何决定，接收和执行管理指令，并会签施工记录。无论如何，供应商均应负责确保工程得到令人满意的实施，包括确保其自身雇员以及其次级供应商及其雇员遵守技术规范和管理指令。

The persons employed by the Supplier must be sufficient in number, and permit the optimum use of the human resources. Such employees must have the skills and experience necessary to ensure due progress and satisfactory execution of the works.

供应商雇用的人员数量必须充足，并应能实现人力资源的最佳利用。该等雇员必须具备确保工程正常推进及令人满意地实施工程所需的技能和经验。

The Supplier shall make its own arrangements for the engagement of all staff and labor. The rates of remuneration and the general working conditions, as

laid down by the laws of Suriname, shall apply as a minimum to employees on the site.

供应商应自行安排所有员工和劳工的聘用。现场雇员的薪酬标准和一般工作条件至少应达到苏里南法律规定的标准。

11. DRAWINGS

图纸

The Supplier shall submit to Rosebel for approval at its own expense, all design and construction drawings and other documents and objects necessary for the proper execution of the PO, and in particular:

供应商应自行承担费用，向 Rosebel 提交适当履行采购订单所需的全部设计图纸、施工图纸及其他文件和物件，供 Rosebel 审批，尤其包括：

- drawings, documents, samples and / or models as may be specified in the PO within the time limits and procedures laid down therein or in the programme of implementation of tasks;
采购订单可能规定的图纸、文件、样品及 / 或模型，并按采购订单或任务实施计划规定的期限和程序提交；

- drawings as Rosebel may reasonably require for the implementation of tasks.

Rosebel 为实施任务而合理要求提供的图纸；

- plans, drawings and calculations needed to provide evidence of the stability and resistance of the structures, including foundation design and detailed reinforcement plan. These calculations and surveys should be sustained by sufficient site investigations and should be submitted in triplicate to Rosebel for approval at least 30 days before commencing construction of the works in question.

证明结构稳定性和强度所需的方案、图纸及计算资料，包括基础设计和详细配筋图。该等计算和勘测应以充分的现场勘察为依据，并应至少在有关工程开工前 30 日一式三份提交 Rosebel 审批。

Before acceptance of the works, the Supplier shall supply as-built drawings to Rosebel, which shall be in such detail as will enable Rosebel to operate, maintain, adjust and repair all parts of the works.

在工程验收之前，供应商应向 Rosebel 提供竣工图，其详细程度应足以使 Rosebel 能够操作、维护、调整和修理工程的所有部分。

12. SETTING-OUT

测量放线

The Supplier shall be responsible for:

供应商应负责：

- the accurate setting-out of the works in relation to original marks, lines and levels of reference given by Rosebel;

依据 Rosebel 提供的原始标志、基准线和基准标高，对工程进行准确的测量放线；

- the correctness, of the position, levels, dimensions and alignment of all parts of the works; and

确保工程所有部分的位置、标高、尺寸及线形准确；以及

- the provision of all necessary instruments, appliances and labor in connection with the foregoing responsibilities.

提供履行上述职责所需的全部仪器、器具和劳动力。

If, at any time during the execution of the works, any error appears in the position, levels, dimensions or alignment of any part of the works, the Supplier, shall, if Rosebel so requires, at the Supplier's cost, rectify such error

to the satisfaction of Rosebel, unless such error is based on incorrect data supplied by Rosebel which an experienced Supplier exercising due care would not have discovered, in which case Rosebel shall be responsible for the cost of rectification.

在工程实施期间的任何时候，如工程任何部分的位置、标高、尺寸或线形出现错误，供应商应根据 Rosebel 的要求，自行承担费用纠正该等错误，直至 Rosebel 满意；但如该错误源于 Rosebel 提供的不正确数据，且具有经验并尽到应有谨慎义务的供应商亦无法发现，则纠正费用由 Rosebel 承担。

The checking of any setting-out or of any line or level by Rosebel shall not in any way relieve the Supplier of its responsibility for the accuracy thereof and the Supplier shall carefully protect and preserve all bench-marks, sight-rails, pegs and other items used in setting-out the works.

Rosebel 对任何测量放线、基准线或标高进行检查，均不以任何方式免除供应商对其准确性所负的责任；供应商应妥善保护和保存用于工程测量放线的全部水准点、坡度板、桩标及其他物件。

WARRANTIES

保证

Supplier represents that its personnel, to conduct the Services, is:

供应商声明，其负责提供服务的人员：

Professional, experienced, knowledgeable, qualified and if required by law certified to execute the agreed Services;

具备执行约定服务所需的专业能力、经验、知识和资格，并在法律要求时持有相应证书；

In good health and are of irreproachable conduct. Upon request of Rosebel, Contractor will provide evidence to prove such;

身体健康且品行良好。应 Rosebel 要求，承包商将提供证据予以证明；

Made aware of all relevant Rosebel policies and guidelines and adhere to them while on the

Mine Site.

已获知 Rosebel 的所有相关政策和指南，并在矿区内遵守该等政策和指南。

Supplier represents that it has all required business licenses and permits to provide the agreed services.

供应商声明，其已取得提供约定服务所需的全部营业执照及许可证。

Supplier represents that it is a company in good standing and as such:

供应商声明，其为存续状态良好的公司，并因此：

it shall conduct the Services in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same location;

应以与在同一地点、类似条件下从事业务的其他专业人士通常采用的谨慎和技能水平相一致的方式提供服务；

is aware of the risks and characteristics of its business;

知悉其业务的风险及特点；

it will apply the safety measures and precautions as prescribed by Rosebel.

将落实 Rosebel 规定的安全措施和预防措施。

Supplier also represents that it has, at its own expense and prior to performing the Services under this Agreement, fully complied with all applicable insurance laws in force and effect throughout the Term of the Agreement. Supplier will, if requested, provide Rosebel with documentation certifying as such.

供应商还声明, 其已在履行本协议项下服务之前, 自行承担费用, 全面遵守本协议期限内有效的所有适用保险法律。应要求, 供应商将向 Rosebel 提供相应证明文件。

13. TEMPORARY WORKS

临时工程

The Supplier shall carry out at its expense all the temporary works to enable the works to be carried out. The Supplier shall submit to Rosebel the drawings for temporary works which the Supplier intends to use, such as cofferdams, scaffolding, trusses and shuttering. The Supplier shall take into account any observations made by Rosebel while assuming responsibility for these drawings.

供应商应自行承担费用, 实施为开展工程所需的全部临时工程。

供应商应向 Rosebel 提交其拟采用的临时工程图纸, 例如围堰、脚手架、桁架和模板的图纸。供应商应考虑 Rosebel 提出的任何意见, 同时仍对该等图纸承担责任。

14. DELAYS IN IMPLEMENTATION OF THE TASKS

任务实施延误

If the Supplier fails to complete the works within the time period(s) specified in the PO/Contract, Rosebel shall, without formal notice and without prejudice to its other remedies under the PO/Contract be entitled to liquidated damages of 0.1% for every calendar day which shall elapse between the end of the period specified for implementation of tasks up to a maximum of 10% of the total PO/Contract sum.

如供应商未能在采购订单 / 合同规定的期限内完成工程, Rosebel 无须发出正式通知, 且不影响其在采购订单 / 合同项下的其他救济, 即有权就任务实施期限届满后的每一日历年按 0.1% 计取约定损害赔偿金, 最高不超过采购订单 / 合同总金额的 10%。

15. RISK OF LOSS; INSPECTION AND TESTING

损失风险; 检查与测试

The Supplier shall ensure that the components and materials are delivered to the site in time to allow Rosebel to proceed with acceptance of the components and materials. The Supplier is deemed to have fully appreciated the difficulties which it might encounter in this respect, and it shall not be permitted to advance any grounds for delay in fulfilling its obligations.

供应商应确保构件和材料及时运抵现场, 以便 Rosebel 对其进行验收。供应商被视为已充分了解其在这方面可能遇到的困难, 且不得据此提出任何延迟履行义务的理由。

Time is of the essence of Supplier's performance of the PO. Risk of loss of the Services remains with Supplier and title will not pass to Company until the Services are delivered to and accepted by Company at the Company Mine Site.

按时履行是供应商履行采购订单的关键条件。服务的损失风险仍由供应商承担; 在服务交付至公司矿区并获公司接受之前, 所有权不转移至公司。

Where the PO provides for installation, commissioning or any other work to be carried out by Supplier such work shall be executed with good workmanship and using proper materials. As a minimum requirement, such goods shall comply with all applicable quality and certification standards.

如采购订单规定由供应商进行安装、调试或任何其他工作, 该等工作应采用良好的工艺及适当的材料进行。作为最低要求, 该等货物应符合所有适用的质量及认证标准。

If the Contractor fails to supply the Services by the date specified in the PO/Contract, the Supplier shall, in place of actual damages, pay to Company liquidated damages of 1% of the PO value per calendar day of delay, with a maximum of 20% of the PO value. If the Contractor fails to supply the Services within 60 days after the delivery date specified in the PO, Company may revoke or withdraw the PO, claim any payments made and enter into an agreement with a third party for the supply of the balance of the Services at Supplier's cost.

如承包商未能在采购订单 / 合同规定的日期前提供服务, 供应商应就每一延误日历年向公司支付相当于采购订单金额 1% 的约定损害赔偿金, 以替代实际损害赔偿, 最高不超过采购订单金额的 20%。如承包商在采购订单规定的交付日期后 60 日内仍未提供服务, 公司可撤销或撤回采购订单, 追索已支付的任何款项, 并与第三方订立协议, 由第三方提供剩余服务, 费用由供应商承担。

Rosebel shall be entitled to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the PO/CONTRACTOR in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or on the site or at such other places as may be specified in the PO/CONTRACTOR.

Rosebel 有权对构件、材料和施工工艺进行检查、查验、计量及测试, 并检查根据采购订单 / 合同拟交付的任何物品的准备、加工或制造进度, 以确定构件、材料和施工工艺是否达到所需的质量及数量要求。该等活动应在制造、加工或准备地点、现场, 或采购订单 / 合同可能规定的其他地点进行。

16. REJECTION

拒收

Components and materials which are not of the specified quality shall be rejected. Any work incorporating rejected components or materials shall be rejected.

不符合规定质量的构件和材料应予拒收。任何使用被拒收构件或材料的工程亦应予拒收。

Rosebel shall, during the progress of the works and before the works are taken over, have the power to order or decide:

在工程实施期间及工程被接收之前, Rosebel 有权下达指令或作出决定, 要求:

- the removal from the site, within such time limits as may be specified in the order, of any components or materials which, in the opinion of Rosebel, are not in accordance with the PO/CONTRACTOR;
在指令可能规定的期限内, 将 Rosebel 认为不符合采购订单 / 合同的任何构件或材料移出现场;
- the substitution of proper and suitable components or materials; or
更换为正确且适当的构件或材料; 或
- the demolition and proper re-execution, or satisfactory repair, notwithstanding any previous test thereof or interim payment therefore, of any work which, in respect of components, materials, workmanship or design by the Supplier for which it is responsible, is not, in the opinion of Rosebel, in accordance with the PO/CONTRACTOR.

对 Rosebel 认为在构件、材料、施工工艺或供应商负责的设计方面不符合采购订单 / 合同的任何工程, 予以拆除并适当

重新施工，或作出令人满意的修复，即使此前已对该工程进行过任何测试或支付过进度款亦然。

The Supplier shall with all speed and at its expense make good the defects so specified.

供应商应尽快修复上述指明的缺陷，并自行承担费用。

17. PAYMENTS

付款

Payments shall be made as specified in the PO/CONTRACTOR. All Invoices for supply of works needs to be send by Email to rosebel_accounts_payable@iamgold.com containing the following information on it, if not this Document will be rejected and deemed not received.

付款应按采购订单 / 合同的规定进行。所有工程供应发票均须通过电子邮件发送至 rosebel_accounts_payable@iamgold.com，并载明下列信息；否则，该文件将被拒收并视为未收到。

1. Supplier name and information
供应商名称及信息；
2. Invoice number
发票号码；
3. Invoice date
发票日期；
4. Purchase Order (PO) number
采购订单（PO）编号；
5. Corresponding Line number in the PO/CONTRACT against invoice line number
与发票各行项目编号相对应的采购订单 / 合同行项目编号；
6. Addressed to Rosebel Gold Mines N.V.
发票抬头为 Rosebel Gold Mines N.V.；
7. Currency (SRD, USD, EURO, CAD etc.)
币种（苏里南元、美元、欧元、加元等）；
8. Supplier contact details
供应商联系方式；
9. Bank information
银行信息；
10. Approved time sheet / Act of completion duly signed by end user (RGM representative) in cases of works and services (See Annex 1)
如涉及工程和服务，应提供经最终使用部门（RGM 代表）正式签署批准的工时表 / 完工确认书（见附件 1）。

Monthly updated statement from all major suppliers/contractors showing clearly invoice numbers and corresponding PO numbers for all pending invoices.

所有主要供应商 / 承包商应每月更新对账单，清楚列明所有未结发票的发票号码及相应采购订单编号。

Unless specified otherwise in the PO/CONTRACT, Company shall make payment within 45 (forty-five) days from receiving the invoice.

除采购订单 / 合同另有规定外，公司应自收到发票之日起 45（四十五）日内付款。

The following valuation methods shall apply:

适用以下计价方法：

a) For lump-sum works, the amount due under the PO/CONTRACT shall be determined on the basis of the breakdown of the overall PO/CONTRACT price, or on the basis of a breakdown expressed as a percentage of the PO/CONTRACT price corresponding to completed stages of the works. Where items are accompanied by quantities, these shall be firm quantities for which the Supplier has submitted its all-in price, and shall be paid for irrespective of the quantities of work actually carried out.

a) 对于总价工程，采购订单 / 合同项下的应付金额应根据采购订单 / 合同总价的分项明细确定，或根据以采购订单 / 合同价款百分比表示的、与已完成工程阶段相对应的分项明细确定。如分项附有工程量，该等工程量应为供应商已据以提交综合包干报价的固定工程量，无论实际完成工程量多少，均应据此支付。

b) For unit price works:

b) 对于单价工程：

- the amount due under the PO/CONTRACT shall be calculated by applying the unit rates to the quantities actually executed for the respective items, in accordance with the PO/CONTRACT;
采购订单 / 合同项下的应付金额应按采购订单 / 合同约定，以各分项的单价乘以实际完成工程量计算；
- the quantities set out in the bill of quantities shall be the estimated quantities of the works, which shall not be taken as the actual and correct quantities of the works to be executed by the Supplier in fulfilment of its obligations under the PO/CONTRACT;
工程量清单所列工程量为估算工程量，不应视为供应商履行采购订单 / 合同项下义务所需实施工程的实际准确工程量；
- Rosebel shall determine by measurement the actual quantities of the works executed by the Supplier. Unless otherwise provided in the Special Conditions no additions shall be made to the items in the bill of quantities;
Rosebel 应通过计量确定供应商实际完成的工程量。除专用条件另有规定外，不得增加工程量清单中的项目；
- Payment of an invoice is no evidence or an admission that the Works or Services meet the requirements of the PO/Contract. Invoices for Works and Services shall contain a description of the Services and Works being invoiced for and must be accompanied by an Act of Completion duly signed off by Company's Project Manager, stating the Acceptance of the rendered Services.

支付发票款项不构成工程或服务符合采购订单 / 合同要求的证据或认可。工程和服务发票应载明所开票服务及工程的说明，并必须附有由公司项目经理正式签署、确认接受已提供服务的完工确认书。

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18. PROVISIONAL ACCEPTANCE

临时验收

The works shall be taken over by Rosebel when they have satisfactorily passed the tests on completion. Upon provisional acceptance of the works, the Supplier shall dismantle and remove temporary structures as well as materials no longer required for use in connection with the implementation of the PO/CONTRACT. It shall also remove any litter or obstruction and redress any change in the condition of the site as required by the PO/CONTRACT.

工程在圆满通过竣工试验后，由 Rosebel 接收。工程临时验收后，供应商应拆除并清运临时结构物，以及履行采购订单 / 合同已不再需要使用的材料。供应商还应清除任何垃圾或障碍物，并按采购订单 / 合同的要求恢复现场被改变的状况。

19. DEFECTS LIABILITY

缺陷责任

The Supplier shall be responsible for making good any defect in, or damage to, any part of the works which may appear or occur during the defects liability period and which results from the use of defective plant or materials or faulty workmanship or design of the Supplier.

供应商应负责修复在缺陷责任期内出现或发生的、因使用有缺陷的设备或材料，或供应商的施工工艺或设计存在瑕疵而造成的工程任何部分的缺陷或损坏。

The Supplier shall at its own cost make good the defect or damage as soon as practicable. The defects liability period for all items replaced or renewed shall recommence from the date when the replacement or renewal was made to the satisfaction of Rosebel. If the PO/CONTRACT provides for partial acceptance, the defects liability period shall be extended only for the part of the works affected by the replacement or renewal.

供应商应自行承担费用，在切实可行的最短时间内修复缺陷或损坏。所有被更换或更新项目的缺陷责任期，应自更换或更新达到 Rosebel 满意之日起重新计算。如采购订单 / 合同规定分部验收，则缺陷责任期仅就受更换或更新影响的工程部分延长。

20. FINAL ACCEPTANCE

最终验收

Upon the expiry of the defects liability period and when all defects or damage have been rectified, Rosebel shall issue to the Supplier a final acceptance certificate stating the date on which the Supplier completed its obligations under the PO/CONTRACT to Rosebel's satisfaction. The final acceptance certificate shall be given by Rosebel within 30 days after the expiration of the defects liability period

缺陷责任期届满且所有缺陷或损坏均已修复后，Rosebel 应向供应商签发最终验收证书，载明供应商以令 Rosebel 满意的方式完成采购订单 / 合同项下义务的日期。Rosebel 应在缺陷责任期届满后 30 日内出具最终验收证书。

21. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

保密及信息披露

In the course of performing the Works, the Supplier and/or the Company may obtain certain information, oral or written (in whatever form), of a confidential nature (or which reasonably ought to be known as confidential) of the other party in relation to the business, operations, affairs or activities of the disclosing party and/or its affiliates ("Confidential Information"). The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of the PO/CONTRACT. In that regard, Supplier expressly acknowledges that, by providing any Confidential Information to the Company, or by including any Confidential Information in any Goods supplied to the Company, Supplier is expressly authorizing the Company to use such Confidential Information for all purposes incident to the transaction covered by the PO/CONTRACT, including but not limited to future use, repair, or replacement of any Goods provided under the PO/CONTRACT. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its personnel in violation of the terms of this Agreement. If the receiving party is required to disclose the disclosing party's Confidential Information by a lawful court order, subpoena, or similar legal request, the receiving party shall promptly notify the disclosing party in writing of such requirement so that the disclosing party may seek an appropriate protective order. The Confidential Information shall, at all times, remain, as between Parties, the property of Rosebel. Supplier shall, at all times, keep strictly confidential all Confidential Information and shall not disclose such Confidential Information, whether in whole or in part, to anyone, at any

time, except those of Supplier's Team that need to know such Confidential Information in order for Supplier to provide services to Rosebel; provided, however, that Contractor's Team is bound to obligations of confidentiality similar to those contained herein by the terms of their employment with, or retention by Supplier. Supplier's confidentiality obligations shall not apply if such data or information is within the public domain, previously known to Supplier, obtained from third parties without violating any confidentiality agreement, required to be produced by Supplier pursuant to any law, subpoena, or court order or required by Contractor in the defense of any claim.

在实施工程过程中，供应商及 / 或公司可能取得另一方有关披露方及 / 或其关联方的业务、运营、事务或活动的某些口头或书面信息（无论以何种形式），该等信息具有保密性质，或按合理判断应被视为保密信息（“保密信息”）。双方同意，不以任何形式向任何第三方提供对方的保密信息，亦不将对方的保密信息用于履行采购订单 / 合同以外的任何目的。就此，供应商明确确认，其向公司提供任何保密信息，或在供应给公司的任何货物中包含任何保密信息，即构成明确授权公司为采购订单 / 合同所涉交易附带的所有目的使用该等保密信息，包括但不限于今后使用、维修或更换根据采购订单 / 合同提供的任何货物。各方同意采取一切合理措施，确保其人员不违反本协议条款披露或传播保密信息。如接收方因合法的法院命令、传票或类似法律要求而必须披露披露方的保密信息，接收方应及时将该要求书面通知披露方，以便披露方寻求适当的保护令。在双方之间，保密信息始终属于 Rosebel 的财产。供应商应始终对所有保密信息严格保密，不得在任何时候向任何人披露全部或部分保密信息，但供应商团队中为使供应商向 Rosebel 提供服务而确有必要知悉该等信息的人员除外；前提是承包商团队须根据其于供应商的雇佣或聘用条款，承担与本文件所载义务类似的保密义务。如该等数据或信息已属于公开领域、供应商此前已知悉、从第三方取得且未违反任何保密协议、供应商根据任何法律、传票或法院命令须予提供，或承包商为抗辩任何索赔而需要使用，则供应商的保密义务不适用。

Supplier shall, and shall cause Contractor's Team to, only use the Confidential Information, whether in whole or in part, to provide Services to Rosebel, or pursuant to the written instructions of Rosebel.

供应商且应促使承包商团队，仅为向 Rosebel 提供服务或根据 Rosebel 的书面指示，使用全部或部分保密信息。

Supplier shall, and shall cause Contractor's Team to, at any time, upon the request of Rosebel:

供应商且应促使承包商团队，在任何时候应 Rosebel 要求：

cease all use of the Confidential Information; and

停止对保密信息的一切使用；以及

return to Rosebel or, at Rosebel's request, irrevocably erase or destroy, in a secure manner, the Confidential Information, and any copies thereof except as may be otherwise required by law.

将保密信息及其任何副本返还 Rosebel，或应 Rosebel 要求，以安全方式不可恢复地删除或销毁该等信息及副本，但法律可能另有要求的除外。

Supplier shall provide to Rosebel, within five (5) days of Rosebel's request, a certificate signed by one of its officers and signed by each Contractor's

Team member having had possession or control of the Confidential Information through Contractor certifying that the foregoing actions have been taken in respect of the Confidential Information. Notwithstanding anything contained herein, Supplier shall be entitled to retain a file copy of any Confidential Information deemed reasonably necessary to maintain a complete project record. Any such retained information shall be held in confidence.

供应商应在 Rosebel 提出要求后五（5）日内，向 Rosebel 提供一份证明书，由供应商一名高级职员以及每一名曾通过承包商持有或控制保密信息的承包商团队成员签署，证明已就保密信息采取上述措施。尽管本文件另有任何规定，供应商仍有权保留其认为为维持完整项目记录而合理必要的任何保密信息的存档副本。对任何此类留存信息均应予以保密。

In the event that Contractor or any of Supplier's Team become legally compelled to disclose any of the Confidential Information, Supplier will provide Rosebel with prompt notice so that Rosebel may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained or that Rosebel waives compliance with the terms hereof, Supplier will, or will cause Supplier's Team to, furnish only that portion of the Confidential Information which is legally required and use its best efforts to ensure confidential treatment is afforded the Confidential Information by any recipients thereof.

如承包商或供应商团队任何成员依法被强制要求披露任何保密信息，供应商应及时通知 Rosebel，以便 Rosebel 寻求保护令或其他适当救济，及 / 或豁免遵守本协议有关规定。如未取得该等保护令或其他救济，或 Rosebel 豁免遵守本协议条款，供应商应或应促使供应商团队，仅提供法律要求披露的那部分保密信息，并尽最大努力确保接收该等信息的任何人员对其予以保密。

Each party acknowledges that failure to comply with this paragraph may irreparably harm the business of the other party, and that a breach of one party's obligations under this paragraph shall entitle the other party to seek immediate injunctive relief, in addition to any other remedies that it may have.

各方确认，未遵守本条可能对另一方的业务造成无法弥补的损害；一方违反本条项下义务时，另一方除享有其他救济外，还有权立即申请禁令救济。

22. INTELLECTUAL PROPERTY

知识产权

If, in performing the Works, Supplier provides to Company any intellectual property, trade secrets, work product, work of authorship, technical materials, drawings, specifications, documentation, reports, recommendations or other writings, information or material embodied in a tangible medium ("Deliverables"), such Deliverables shall be deemed to be owned by Company, unless Company expressly agrees in writing otherwise. Company shall be deemed the "inventor," "author," and "owner" of all Deliverables under applicable law, and Supplier agrees to assign, and hereby assigns, to Company any and all intellectual property rights in and to such Deliverables. Rosebel shall have the exclusive right to use any proprietary concept, report or process of Supplier that relates to or results from the Services being provided as mentioned in Article 1 of this Agreement.

如供应商在实施工程时向公司提供任何知识产权、商业秘密、工作成果、创作作品、技术材料、图纸、规范、文档、报告、建议或以有形载体体现的其他书面文件、信息或材料（“交付成果”），除公司另行书面明确同意外，该等交付成果应视为归公司所有。根据适用法律，公司应视为所有交付成果的“发明人”“作者”和“所有人”，供应商同意将且特此将该等交付成果的任何及全部知识产权转让给公司。对于供应商拥有的、

与本协议第 1 条所述正在提供的服务有关或由该等服务产生的任何专有概念、报告或流程，Rosebel 享有独占使用权。

23. DATA AND INFORMATION

数据及信息

Company shall provide to Supplier all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. Supplier shall be entitled to rely upon the Project Information provided by Company or others and Supplier assumes no responsibility or liability for the accuracy or completeness of such. Company waives any claim against Supplier, and agrees to indemnify and hold Supplier harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. Supplier will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on Supplier's data, interpretations or recommendations.

公司应向供应商提供与服务有关的所有报告、数据、研究资料、方案、规范、文件及其他信息（“项目信息”）。供应商有权依赖公司或其他人提供的项目信息，并不对其准确性或完整性承担任何责任。公司放弃对供应商提出任何索赔，并同意，对于声称因项目信息的错误、遗漏或不准确而造成伤害或损失所产生的任何索赔或责任，向供应商作出赔偿并使其免受损害。供应商不对其他人全部或部分依据供应商的数据、解释或建议而形成或提出的任何解释或建议承担责任。

24. TERMINATION

解除

Company or Supplier may terminate the PO/CONTRACT by written notice to the other party in the event of a material breach by the other party that is not cured within thirty (30) days after written notice thereof has been given. Any termination hereunder shall be without prejudice to any claims for damages or other rights of the parties.

如一方存在重大违约，且在收到有关违约的书面通知后三十（30）日内未予补救，公司或供应商可向另一方发出书面通知，解除采购订单 / 合同。根据本条作出的任何解除，均不影响双方提出损害赔偿请求或享有其他权利。

Company may terminate the PO/CONTRACT for its convenience at any time upon providing thirty (30) days written notice to Supplier. In such case, Supplier shall be entitled to receive full compensation for all Services supplied prior to the date of termination.

公司可随时提前三十（30）日向供应商发出书面通知，基于自身便利解除采购订单 / 合同。在此情况下，供应商有权就解除日期之前已提供的全部服务获得全额报酬。

25. GOVERNING LAW

适用法律

The PO/CONTRACT is governed by the laws of Suriname. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Suriname.

采购订单 / 合同受苏里南法律管辖。各方不可撤销且无条件地接受苏里南法院的专属管辖。

26. FORCE MAJEURE

不可抗力

In the event Supplier fails to fulfill its obligations hereunder, and when such failure is due to an act of God, or other circumstances beyond its reasonable control such as fire, flood, civil commotion, riot, war (declared or undeclared), revolution, or embargoes to provide and/or

execute the agreed Services, Supplier will immediately, within 1 (one) day after occurrence of the situation of force majeure, notify Rosebel in writing thereof. In case of force majeure, Supplier will be compelled to take such measures which are reasonably necessary in order to fulfill Supplier's obligations under this Agreement.

如供应商因天灾或其他超出其合理控制范围的情形，例如火灾、洪水、社会动乱、暴乱、战争（无论是否宣战）、革命或禁运，无法提供及 / 或执行约定服务，从而未能履行本文件项下义务，供应商应立即且不迟于不可抗力情形发生后一（1）日内，将该情况书面通知 Rosebel。发生不可抗力时，供应商必须采取为履行本协议项下义务而合理必要的措施。

27. DISPUTE RESOLUTION

争议解决

Any dispute, controversy or claim arising out of or relating to this PO/CONTRACT or the breach, termination, interpretation or invalidity thereof (a "Dispute") shall be resolved as follows:

因本采购订单 / 合同或其违反、解除、解释或无效而产生或与之有关的任何争议、纠纷或索赔（“争议”），应按以下方式解决：

- a. Parties shall endeavor for a period of 2 (two) weeks to resolve the Dispute by negotiation. This period may be extended by agreement of Parties.
双方应在两（2）周内尽力通过协商解决争议。经双方同意，可以延长该期限。
- b. If negotiations are unsuccessful, Parties shall submit the Dispute to the competent court in Suriname.
如协商不成，双方应将争议提交苏里南有管辖权的法院。

28. CHILD & FORCED LABOUR AND HEALTH & SAFETY

童工、强迫劳动及健康与安全

Company expects its Suppliers:

公司期望其供应商：

- (a) to safeguard, within the supply chain until the production units at a minimum that the rights set forth in the Convention on the Rights of the Child, the ILO Minimum Age Convention (C.138) or the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182) are enforced;
在供应链中，至少直至生产单位这一层级，保障《儿童权利公约》、国际劳工组织《最低年龄公约》（第138号）或《禁止和立即行动消除最恶劣形式的童工劳动公约》（第182号）规定的权利得到落实；
- (b) to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with ILO Conventions pertaining to forced labor: Forced Labour Convention, (C.29) and Abolition of Forced Labour Convention, (C.105); and
禁止使用任何强迫劳动、抵债劳动、契约束缚劳动或非自愿监狱劳动，并采用符合国际劳工组织有关强迫劳动的公约，即《强迫劳动公约》（第29号）和《废除强迫劳动公约》（第105号）的用工做法；以及
- (c) to maintain the highest standards of Health and Safety, providing adequate health and safety standards to their employees, in conformity national and international law, rules and regulations. (ILO Convention on Occupational Safety and Health, (C.155).
维持最高的健康与安全标准，按照国内及国际法律、规则和法规，为其员工提供符合适当健康与安全标准的保障（国际劳工组织《职业安全和卫生公约》，第155号）。

29. CODE OF CONDUCT

行为准则

Supplier shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of Company. It shall not commit Company in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.

供应商应始终公正行事，作为忠实的顾问遵循所属行业的行为准则，并保持适当审慎。未经公司事先批准，供应商不得就项目或服务发表任何公开声明。未经公司事先同意，供应商不得以任何方式使公司承担承诺或义务，并向第三方明确说明该项义务。

Supplier or any of its subcontractors, agents or staff shall not abuse of its entrusted power for private gain. Supplier or any of its subcontractors, agents or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the PO/CONTRACT or for showing favour or disfavour to any person in relation to the PO/CONTRACT. Supplier shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.

供应商及其任何分包商、代理人或员工不得滥用受托权力谋取私利。供应商及其任何分包商、代理人或员工，不得向任何人收受或同意收受，或向任何人提供、同意给予或为任何人取得任何种类的礼品、赏金、佣金或对价，以此作为实施或不实施任何与履行采购订单 / 合同有关行为的诱因或报酬，或作为在采购订单 / 合同相关事项中优待或不利对待任何人的诱因或报酬。供应商应遵守所有适用的反贿赂和反腐败法律、法规及准则。

The payments to Supplier under this PO/CONTRACT shall constitute the only income or benefit it may derive in connection with the PO/CONTRACT. Supplier and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the PO/CONTRACT.

本采购订单 / 合同项下向供应商支付的款项，应构成其就采购订单 / 合同可取得的唯一收入或利益。供应商及其员工不得从事任何与其在采购订单 / 合同项下义务不一致的活动，或收取任何与该等义务不一致的利益。

The execution of the PO/CONTRACT shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the PO/CONTRACT or not stemming from a properly concluded PO/CONTRACT, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. Company may carry out documentary or on-the-spot checks they deems necessary to find evidence in case of suspected unusual commercial expenses.

履行采购订单 / 合同不得产生异常商业支出。异常商业支出是指采购订单 / 合同中未提及或并非源自适当订立的采购订单 / 合同的佣金、并非作为任何实际且合法服务之对价而支付的佣金、汇往避税地的佣金、支付给身份不明确的收款人的佣金，或支付给明显具有幌子公司特征的公司的佣金。如怀疑存在异常商业支出，公司可开展其认为必要的文件检查或现场检查，以查明证据。

30. CONFLICT OF INTEREST

利益冲突

The Supplier shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the

PO/CONTRACT. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which may arise during performance of the PO/CONTRACT shall be notified to Company without delay. In the event of such conflict, the Supplier shall immediately take all necessary steps to resolve it.

供应商应采取一切必要措施，防止或终止任何可能损害公正、客观履行采购订单 / 合同的情形。该等利益冲突尤其可能因经济利益、政治或国别上的联系、家庭或情感关系，或任何其他相关联系或共同利益而产生。对于在履行采购订单 / 合同期间可能出现的任何利益冲突，供应商应及时通知公司。如发生该等冲突，供应商应立即采取一切必要措施予以解决。

31. GENERAL PROVISIONS

一般规定

Supplier shall not assign, delegate or subcontract the PO/CONTRACT or any interest herein, including any performance or any amount that may be due hereunder, without Company's prior written consent. The PO/CONTRACT, including these Terms and Conditions and any attachments noted in the PO/CONTRACT, constitutes the entire agreement relating to the subject matter hereof and supersedes all prior and contemporaneous understandings or statements unless expressly contained herein. If there is any conflict between these Terms and Conditions and a provision elsewhere in the PO/CONTRACT (including attachments to the PO/CONTRACT), these Terms and Conditions will prevail. No modification or alteration of the terms hereof shall be binding unless such modification alteration is in writing and signed by both Company and Supplier. Either party's waiver of any breach, or failure to enforce any of the terms and conditions hereof, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof.

未经公司事先书面同意，供应商不得转让、委托履行或分包采购订单 / 合同或本文件项下的任何权益，包括任何履约事项或本文件项下可能到期应付的任何款项。采购订单 / 合同，包括本条款与条件及采购订单 / 合同中列明的任何附件，构成与本文件标的有关的完整协议，并取代此前及同时存在的所有谅解或陈述，但本文件明确载明的除外。如本条款与条件与采购订单 / 合同其他部分的规定（包括采购订单 / 合同的附件）存在任何冲突，以本条款与条件为准。对本文件条款的任何修改或变更，除非以书面作出并经公司和供应商双方签署，否则不具有约束力。任何一方在任何时候放弃追究任何违约，或未要求执行本文件的任何条款与条件，均不得以任何方式影响、限制或视为放弃该方此后要求执行及严格遵守本文件每项条款与条件的权利。