



GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES 货物和服务供应通用条款

These General Terms and Conditions (the “GTC”) shall apply to the supply of goods and services to Luxottica (Shanghai) Commercial and Trading Co., Ltd (hereinafter “LUXOTTICA”) and shall apply in addition to any terms contained in each supply order from LUXOTTICA to the Supplier (a “Supply Order”) and agreement between LUXOTTICA and the Supplier (an “Agreement”), where they are not in conflict with the terms and conditions contained in such Supply Orders and / or Agreements. Other than any special condition agreed to in writing by LUXOTTICA (for example any purchase / supply conditions issued by the Supplier) these GTC are the only terms and conditions upon which LUXOTTICA is prepared to deal with the Supplier. Each Supply Order shall be deemed to be an offer by LUXOTTICA to buy goods and / or services subject to these GTC. The performance by the Supplier of the Supply Order represents full acceptance of such offer subject to these GTC. The acceptance of goods and services or the payment for such goods and services by LUXOTTICA shall not be regarded as implicit acceptance of any term or condition differing from these GTC. Any Supplier terms and conditions are expressly excluded.

本通用条款（以下称“**本通用条款**”）适用于向[陆逊梯卡（上海）商贸有限公司]（以下简称“**陆逊梯卡**”）进行的货物和服务供应，并在陆逊梯卡向供应商提交的每份供应订单（以下简称“**订单**”）以及陆逊梯卡和供应商签订的协议（以下简称“**协议**”）中规定的任何条款规定以外补充适用，只要本通用条款与上述订单和/或协议中的条款规定不发生冲突。除了陆逊梯卡书面同意的任何特别条款（例如供应商提供的任何购买/供应条件）以外，本通用条款是陆逊梯卡准备与供应商交易的唯一适用条款。每份订单应当被视为陆逊梯卡按照本通用条款购买货物和/或服务而发出的要约。供应商履行订单即表示其对前述适用本通用条款的要约予以承诺。陆逊梯卡接受货物和服务或者支付该等货物和服务的价款不应被视为默示接受与本通用条款不同的任何条款或条件。在此明确排除适用供应商提出的任何条款和条件。

Section 1

第1条

A) SUPPLY OF GOODS AND PRODUCTS

货物和产品的供应

1A.1 Supply prices shall be fixed in accordance with the terms of the applicable Supply Order and / or Agreement.

供应价格应当按照适用的订单和/或协议条款予以确定。

1A.2 The Supplier:

供应商:

a) shall deliver, at its own care and expense, the goods and products ordered, in accordance with the times and locations specified in the Supply Order and / or Agreement;

应当自行承担风险和费用，按照订单和/或协议中规定的时间和地点交付订购的货物和产品；

b) shall undertake, at its own care and expense and in accordance with all applicable laws, the packaging, loading, transport, delivery and unloading of the goods and products ordered, and clearance or disposal of any residual materials;

应当自行承担风险和费用并按照所有适用的法律包装、装载、运输、交付和卸下订购的货物和产品，并清除或处置任何剩余材料；

c) shall deliver the goods and products together, with applicable merchandise transport documentation (or other valid documentation in accordance with applicable laws) which records details of the Supply Order Number, the product description, the LUXOTTICA product codes, and the quantity and unit of measurement for the goods/products delivered;

交付货物和产品时，应当同时提供适用的货运单据（或者适用的法律要求的其他有效文件），其中记载订单编号、产品描述、陆逊梯卡产品代码、交付的货物/产品质量和度量单位等详细信息；

- d) guarantees that the products delivered are free from flaws and defects and fully meet the requirements expressed by LUXOTTICA (such requirements may relate to technical specifications, quality requirements, and delivery and packaging specifications), and all applicable laws and regulations. Any good or product that is either defective or non-compliant with the applicable laws or the agreed terms and conditions can be refused by LUXOTTICA and made available to the Supplier;
保证交付的产品不存在任何瑕疵和缺陷，完全符合陆逊梯卡提出的要求（关于技术规格、质量要求、交货和包装规格等方面的要求），并符合所有适用的法律和法规。陆逊梯卡有权拒收任何存在缺陷或者不符合适用的法律或约定的条款和条件的任何货物或产品，并将这些货物或产品退还给供应商；
- e) guarantees that if the Supplier becomes aware at any time of any incidents, events or discoveries which are in any way relevant to the safe operation of the goods and products, or has reason to believe that there is a defect in the goods and products rendering them unsafe to use, the Supplier shall without delay issue written notice of them to LUXOTTICA;
保证若其在任何时候发现与货物和产品安全操作相关的任何情况、事件或情形，或者有理由认为货物和产品中存在任何缺陷，导致其无法安全使用，供应商应当立即书面通知陆逊梯卡；
- f) guarantees the prompt repair or replacement, free of charge, of any goods or products that are defective or do not comply with LUXOTTICA's technical specifications or applicable laws. In such circumstances and without prejudice to LUXOTTICA's right to claim compensation for further damages, the Supplier shall bear the costs relating to the disassembly, assembly, and ascertainment of such defect or non-compliance, as well as any transport expenses.
保证及时免费修理或更换存在缺陷或不符合陆逊梯卡技术规格或有关法律的任何货物或产品。在上述情况中，在不影响陆逊梯卡对其它损失享有的索赔权之前提下，供应商应当承担拆卸、安装费用、以及确定上述缺陷或不合格情况而产生的费用以及相关运费。

1A.3 The goods and products shall be delivered to the headquarters / facilities of LUXOTTICA as indicated in the Supply Order and / or Agreement in accordance with DDP Incoterms 2010, except if otherwise provided by the Supply Orders and/or Agreements. The handover of merchandise to the carrier or forwarding agent does not release the Supplier from its delivery obligations.
货物和产品应当按照DDP（完税后交货）术语（《国际贸易术语解释通则》2010年版）交付至订单和/或协议中载明的陆逊梯卡总部/工厂，除非订单和/或协议另有其他规定。货物交付给承运人或货运代理人并不解除供应商的交货义务。

1A.4 The Supplier acknowledges that the Supply Order and/or Agreement may include provision for compensation in respect of any loss, expenses or costs incurred by LUXOTTICA due to late delivery, non-compliance of the delivered goods/products, etc, other than in the case of events of force majeure. The Supplier acknowledges that the delivery time indicated in any Supply Order and / or Agreement is of the essence and that LUXOTTICA may incur loss, expenses or costs in the event of any failure to meet such delivery time(s). In the case of total failure or partial late delivery of goods/products, other than in the case of events of force majeure, over 15 (fifteen) consecutive days, LUXOTTICA shall have the right to cancel the Supply Order and/or terminate the Agreement, without prejudice to the right to claim compensation for damages or any other legal remedy that may be available to LUXOTTICA. LUXOTTICA shall not be liable to the Supplier for or in respect of the termination of the Supply Order and / or Agreement in accordance with this provision.
供应商确认：订单和/或协议可以规定，当陆逊梯卡因迟延交货或者交付的货物/产品等不合格等（除非由于不可抗力事件而导致）而遭受任何损失、费用或支出时，供应商应当向陆逊梯卡给予赔偿。供应商确认，订单和/或协议中规定的交货期限属于关键条件；供应商未遵守该交货期限将导致陆逊梯卡遭受损失、费用和支出。如果供应商全部或部分未交付货物/产品连续超过十五（15）天（除非因不可抗力事件而导致），陆逊梯卡有权取消订单和/或终止协议，且不影响其享有的损失索赔权或者任何其他法定救济。按照本条规定终止订单和/或协议的，陆逊梯卡无须向供应商承担任何责任。

1A.5 At any time prior to the acceptance of the supply of goods and products LUXOTTICA shall have the right to inspect and test the goods and products. If the results of such inspection or testing cause LUXOTTICA to be of the reasonable opinion that the goods and products do not conform or are unlikely to conform with the Supply Order and /or Agreement LUXOTTICA shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition LUXOTTICA shall have the right to

require further testing and inspection. The Supplier agrees to replace and/or restore the delivered goods or products within the times established by LUXOTTICA and agreed by the Supplier. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for ensuring that the goods and products comply with the Supply Order and /or Agreement and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under these GTC or any applicable laws. Furthermore, LUXOTTICA shall be entitled to claim compensation for damages resulting from late / failed delivery.

接受供应商供应的货物和产品前，陆逊梯卡有权随时检验、检测货物和产品。如果根据上述检验或检测结果，陆逊梯卡合理认为货物和产品不符合或不可能符合订单和/或协议，陆逊梯卡应当通知供应商。供应商应当立即采取必要措施，以确保货物和产品合格。此外，陆逊梯卡还有权要求重新检测和检验。供应商同意在陆逊梯卡确定、供应商接受的期限内更换和/或修复交付的货物和产品。尽管实施上述检验或检测，供应商仍须全面负责确保货物和产品符合订单和/或协议；任何该等检验或检测并不会减少或以其他方式影响供应商根据本通用条款或任何适用的法律承担的义务。此外，陆逊梯卡有权索赔因迟延交货/未交货导致的损失。

1A.6 Without prejudice to LUXOTTICA's right to reject the goods and products, title of the goods and products shall pass to LUXOTTICA upon delivery.

在不影响陆逊梯卡享有的拒绝收货权的前提下，货物和产品的所有权应当在交付时转移至陆逊梯卡。

1A.7 If excess goods and products are delivered to LUXOTTICA which were not previously agreed with the Supplier in a Supply Order and / or Agreement or otherwise in writing, LUXOTTICA shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense, provided always that LUXOTTICA shall at its sole option be entitled to purchase the excess merchandise at the supply price specified in the applicable Supply Order.

如果向陆逊梯卡交付的货物和产品超过与供应商此前在订单和/或协议中约定的或者以其他方式书面约定的数量，陆逊梯卡无须为超过部分的货物和产品支付货款；超过部分货物和产品的风险仍由供应商承担，并且应当由供应商自行承担费用退还；但是，陆逊梯卡有权按照适用的订单中规定的供货价格购买超过部分的货物和产品。

B) SUPPLY OF SERVICES **服务供应**

1B.1 Supply prices shall be fixed in accordance with the terms of the applicable Supply Order and / or Agreement. 供应价格应当按照适用的订单和/或协议条款予以确定。

1B.2 The Supplier agrees to carry out the services specified in the Supply Order with full autonomy, and shall bear all associated costs and risks, including the costs associated with the means and organisation required to carry out such services. The Supplier agrees to carry out the services with reasonable skill, care and diligence in accordance with the Supply Order and / or Agreement and all applicable laws.

供应商同意自行履行订单中规定的服务，并承担与此相关的所有费用和 risk，包括为履行服务提供相应方法和组织工作而产生的费用。供应商同意按照订单和/或协议以及所有适用的法律要求，运用合理的技能、谨慎和努力履行服务。

1B.3 The Supplier acknowledges that the Supply Order and/or Agreement may include provision for compensation in respect of any loss, expenses or costs incurred by LUXOTTICA due to delayed provision of services and / or non-compliance of the services, etc, other than in the case of events of force majeure. The Supplier acknowledges that the supply time indicated in the Supply Order and / or Agreement is of the essence and that LUXOTTICA may incur loss, expenses or costs in the event of any failure to meet such supply time(s). In the case of total failure or partial late provision of services, other than in the case of events of force majeure, over 15 (fifteen) consecutive days, LUXOTTICA shall have the right to cancel the Supply Order and/or terminate the Agreement, without prejudice to the right to claim compensation for damages or any other legal remedy that may be available to LUXOTTICA. LUXOTTICA shall not be liable to the Supplier for or in respect of the termination of the Supply Order and / or Agreement in accordance with this provision.

供应商确认：订单和/或协议可以规定，当因其迟延提供服务和/提供的服务不合格（除非由于不可抗力事件导致）而使得陆逊梯卡遭受任何损失、费用或支出时，供应商应当向陆逊梯卡给予赔偿。供应商确认，订单和/或协议中规定的服务履行期限属于关键条件；供应商未遵守该期限规定将导致陆逊梯卡遭受损失、费用和支出。如果供应商全部或部分未提供服务连续超过十五（15）天（除非因不可抗力事件而导致），陆逊梯卡有权取消订

单和/或终止协议，且不影响其享有的损失索赔权或者任何其他法定救济。按照本条规定终止订单和/或协议的，陆逊梯卡无须向供应商承担任何责任。

Section 2 - PAYMENT TERMS AND CONDITIONS

第2条：付款条款

2.1 The Supplier acknowledges that:

供应商在此确认：

- a) invoices may be issued by the Supplier only after the acceptance of the supply by LUXOTTICA;
仅在陆逊梯卡接受供应商提供的货物或服务后，供应商方可出具相应发票；
- b) invoices shall state the Supply Order number, and, in relation to the supply of goods and products, they shall also state details of the transport documentation, the applicable LUXOTTICA codes, the quantity and the unit of measurement/price/currency, and shall be issued in compliance with the schedule which may be previously agreed with LUXOTTICA;
发票应当注明订单编号；关于货物和产品供应，还应注明运输单据的详细信息、适用的陆逊梯卡代码、数量、度量单位/价格/货币，并且应当按照陆逊梯卡事先可能约定的时间安排出具；
- c) in case of any disparity between the Supply Orders and the invoice data, the Supplier shall correct said invoices in line with the Supply Orders to which they refer, issuing the suitable rectification documents. Any credit and/or debit note shall refer to the original invoice, and include the invoice's date and invoice number, as well as the transport documentation number and Supply Order number, the applicable LUXOTTICA codes and the unit of measurement, price, and currency.
如果订单和发票数据之间存在任何差异，供应商应当按照相应的订单纠正上述发票，出具合适的纠正文件。任何贷记和/或借记凭证应当注明原始发票，载明发票日期和发票编号，以及运输单据编号和订单编号、适用的陆逊梯卡代码以及度量单位、价格和货币。

2.2 Payment terms shall be 120 days from the last day of the month in which the relevant invoice is issued unless otherwise provided by the Supply Order and/or Agreement. Payment shall be made by LUXOTTICA by bank wire transfer to the bank account notified to LUXOTTICA in accordance with Art. 2.4.

发票金额应当于相关发票出具当月最后一天起120天内支付，除非订单和/或协议另有其他规定。陆逊梯卡应当以电汇方式将款项支付至按照第2.4条规定通知陆逊梯卡的银行账户。

2.3 In the case of a request for compensation in accordance with these GTC, LUXOTTICA shall issue an invoice/debit note, and the Supplier shall make payment 60 days from the date of issue of the invoice / debit note.

如果陆逊梯卡根据本通用条款提出索赔，其应当出具一份发票/借记凭证。供应商应当从该发票/借记凭证出具之日起60天内付款。

2.4 The Supplier agrees to provide details of one single bank account to LUXOTTICA which clearly indicates the IBAN code relating to that account, in which payment is to be made. The bank account details shall be valid for the entire duration of the Supply Order and / or Agreement and in the case of variation, the Supplier agrees to provide the new details to LUXOTTICA at least 60 (sixty) days prior to the term of payment.

供应商同意向陆逊梯卡提供一个收款银行账户的详细信息，其中注明该账户的IBAN代码。该银行账户信息应当在订单和/或协议的整个有效期内有效。如果账户信息发生变更，供应商同意在付款期限届满前至少提前六十（60）天向陆逊梯卡提供新的详细信息。

Section 3 - AUTHORIZED THIRD-PARTY SUPPLIERS - NON-ASSIGNMENT

第3条：授权的第三方供应商；不得转让

3.1 The Supplier shall not assign to any third party, in whole or in part, the production and/or provision of the goods or services without the prior authorization in writing of LUXOTTICA. Should the Supplier assign its obligations with regard to the supply of goods or services to third-party suppliers duly authorized by LUXOTTICA pursuant to this Art. 3.1 (hereafter "Authorized Third-Party Suppliers"), the Supplier shall not

be released from its obligations towards LUXOTTICA under these GTC and / or the Supply Order and or Agreements.

未经陆逊梯卡事先书面授权，供应商不得将货物生产和/或服务提供全部或部分转包给任何第三方。如果供应商将货物供应或服务提供义务转让给陆逊梯卡依据本第3.1条授权的第三方供应商（以下简称“授权的第三方供应商”），供应商根据本通用条款和/或订单和/或协议对陆逊梯卡承担的义务不应解除。

In order to obtain the prior authorization in writing of LUXOTTICA, the Supplier shall provide a written communication to LUXOTTICA detailing the name and address of the headquarters of the third-party supplier, as well as the site of production and the activities that may be assigned to said sub-supplier, and any other information which LUXOTTICA may deem useful or necessary.

为了取得陆逊梯卡的事先书面授权，供应商应当向陆逊梯卡提供一份书面声明，详细载明第三方供应商的名称和地址，可能向该第三方供应商转包的生产和活动的地点，以及陆逊梯卡可能认为有用或必要的任何其他信息。

For any supply assigned to Authorized Third Party Suppliers, the Supplier agrees to also cause such Authorized Third Party Suppliers to carry out the supply in compliance with the terms and conditions requested by LUXOTTICA, and in line with these GTC, and particularly with Section 6 – Intellectual Property Rights.

对于转包给授权的第三方供应商的货物供应或服务提供义务，供应商同意促使该授权的第三方供应商按照陆逊梯卡要求的条款和条件、本通用条款规定，特别是第6条“知识产权”的规定供应货物或提供服务。

Should any Authorized Third Party Supplier carry out one or more of the actions expressly prohibited under these GTC and/or Supply Order and / or the Agreement, the Supplier shall, upon LUXOTTICA's request, cease any relationship with said Authorized Third Party Supplier and terminate any agreement with said Authorized Third Party Supplier relating to supplies to LUXOTTICA, causing the latter to immediately cease any activity relating to the supplies assigned.

如果任何授权的第三方供应商实施一项或多项本通用条款和/或订单和/或协议项下明确禁止的行动，当陆逊梯卡要求时，供应商应当终止与该授权的第三方供应商的关系并终止与该授权的第三方供应商达成的关于向陆逊梯卡供应货物或提供服务的任何协议，以促使该授权的第三方供应商立即停止与上述货物供应或服务提供相关的任何活动。

3.2 Subject to Art. 3.1, the Supplier is otherwise expressly prohibited from assigning Supply Orders and/or Agreements and credits payable by LUXOTTICA, or granting collection orders to any third party.

在受制于第3.1条规定的前提下，明确禁止供应商将订单和/或协议以及陆逊梯卡应当支付的账款转让给任何第三方，或者将收款单授予给任何第三方。

Section 4 - TERMINATION – WITHDRAWAL - FORCE MAJEURE

第4条：终止；撤销；不可抗力

4.1 The Supplier acknowledges that the execution of certain obligations provided under the Supply Orders and/or Agreements is deemed to be of the essence, and that LUXOTTICA shall have the right, in addition to the right to claim for damages or other legal remedy available to LUXOTTICA, to terminate such Supply Orders and/or Agreements in the following circumstances:

供应商确认，履行订单和/或协议项下规定的义务应当被视为一项关键要素；除了陆逊梯卡享有的索赔权或者其他法定救济以外，陆逊梯卡还有权在以下情形时终止订单和/或协议：

- a) delay in the delivery of supplies, other than in the case of events of force majeure, over 15 (fifteen) consecutive days, as provided under Art. 1A.4 and 1B.3 of these GTC;
延期交付货物或提供服务连续超过15（十五）天（不可抗力事件导致的延期除外）（参阅本通用条款第1A.4条和第1B.3条规定）；
- b) the Supplier is non-compliant with its obligations under Articles 1A.2, 1B.2, 3, 5 and 6 of these GTC;
供应商不遵守本通用条款第1A.2条、第1B.2条、第3条、第5条和第6条规定的义务；

- c) the Supplier's company, or company branch involved in the supply of the goods and services herein undertaken, is transferred/assigned; the Supplier's company structure undergoes changes affecting its control; or
按照本通用条款规定参与供应货物和提供服务的供应商公司或分公司被转让/出让；供应商的公司结构发生变化，从而影响其控制权；或者
- d) the Supplier is subjected to liquidation procedures, including voluntary liquidation; a petition is filed or the Supplier is subjected to composition procedures, including out-of-court settlements, or other insolvency proceedings.
供应商进入清算程序，包括自愿清算；供应商进入破产和解程序，包括法庭外和解或其他破产程序，或者任何人针对供应商提出上述申请。

4.2 The Supplier acknowledges that LUXOTTICA may have additional rights of termination under the Supply Orders and/or Agreements.

供应商确认陆逊梯卡可以根据订单和/或协议享有其他终止权。

4.3 Neither Party shall be liable in any way for any delay or failure to perform its obligations under any Supply Order and / or Agreement resulting from any cause beyond its reasonable control (such causes to include but not be limited to acts of God, war, strike, lock out, riot, trade dispute, labour disturbance and storm) (“**Force Majeure**”), provided that in such an event that Party shall forthwith advise the other and in any event in writing within forty-eight (48) hours of the happening of such event with information as to the circumstances and the possible duration and effects of the circumstances and the possible duration and effects of the delay caused or likely to be caused to the operation of the Supply Order and / or Agreement by such circumstances.
任何一方如果因其无法合理控制的任何事由（包括但不限于天灾、战争、罢工、停工封锁、暴乱、贸易纠纷、劳资纠纷和风暴）（以下简称“**不可抗力**”）迟延履行或无法履行订单和/或协议项下义务，该方无须承担任何责任；但是，发生上述情形时，该方应当立即通知另一方（在任何情况下，必须在发生上述事件后四十八（48）小时内通知），提供该事件的相关信息以及可能导致的持续期间和影响，以及导致或可能导致订单和/或协议履行延误的期间和影响。

Section 5 - PRINCIPLES OF CONDUCT - PERSONNEL - PRIVACY

第5条：行为准则；工作人员；隐私

5.1 In carrying out the Supply Orders and/or Agreements the Supplier agrees, that the Supplier, its employees, agents and consultants, collaborators, and any Authorized Third Party Suppliers shall abide by the ethics and principles of conduct enunciated by LUXOTTICA as part of its Ethical Code, published on LUXOTTICA's website (www.luxottica.com/en/company/value_ethics/code_ethics), and declares to have read and understood such Ethical Code, which constitutes an integral and substantive part of this document.

在履行订单和/或协议过程中，供应商同意：供应商、其员工、代理人、顾问、合作伙伴以及任何授权的第三方供应商应当遵守陆逊梯卡在其网站（www.luxottica.com/en/company/value_ethics/code_ethics）上发布的道德准则中列明的道德和行为准则。供应商声明，其已经阅读和理解这些道德准则，这些道德准则构成本文件不可分割和实质性的组成部分。

5.2 The Supplier declares, warrants and guarantees that the Supplier and Authorized Third Party Suppliers are not subject to:

供应商声明和保证供应商以及授权的第三方供应商不存在以下情形：

- a) any pending insolvency proceedings;
任何进行中的破产程序；
- b) any deeds of protests or other actions detrimental to the reliability and integrity of the Supplier and/or its sub-contractors and/or their respective partners and legal representatives/administrators; or
对供应商和/或其分包商和/或其各自的合作伙伴、法定代理人/破产管理人的可靠性和正直性产生损害的任何异议或其他行为；

- c) any major administrative penalties, including penalties for violating applicable environmental protection, health and safety laws.

任何重大行政处罚，包括对违反适用的环境保护、健康和安法律作出的处罚。

In the case of non-compliance with the requirements of Section 5, or false declarations relating thereto, LUXOTTICA shall have the right to terminate any Supply Order and/or Agreement, without prejudice to the right to claim compensation for damages or other legal remedy that may be available to LUXOTTICA.

如果供应商不遵守第5条规定的要求，或者作出与此相关的虚假声明，陆逊梯卡有权取消订单和/或终止协议，且不影响其享有的损失索赔权或者任何其他法定救济。

- 5.3** The Supplier agrees to conform, where required under applicable laws, with mandatory national collective work agreements, and to comply with all applicable laws and regulations relating to social insurance, taxes, social contribution, salary and compensation, welfare, social security and health and accident insurance. The Supplier also agrees to pay any social contributions or other charges required by applicable laws, including taxes and fiscal duties, relating to employment of workforce, employment contracts, social assistance, and social security, and to regularly and punctually pay any compensation due to its employed personnel required by the applicable laws. The Supplier agrees to cause the above contractual and legal obligations to be observed also by its Authorized Third Party Suppliers, if any.

在适用的法律要求的情况下，供应商同意遵守强制性的国内集体劳动协议，遵守关于社会保险、财政保险、社会公积金、工资和报酬、福利，社会保障、健康和意外事故保险等方面的所有法律和法规。供应商还同意缴纳适用的法律要求的与劳动力就业、劳动合同、社会救助和社会保险等相关的任何社会公积金或其他费用，包括税费和财务收费，并定期准时地向其雇佣的员工支付适用的法律规定的任何报酬。供应商同意要求其授权的第三方供应商（若有）遵守上述合同和法定义务。

The Supplier warrants, therefore, that it is intended that its personnel and its Authorized Third Party Suppliers, if any, shall not have any claim towards LUXOTTICA for any activity performed in carrying out the Supply Orders and/or Agreements arising under applicable employment laws. The Supplier shall indemnify LUXOTTICA, on demand and without objection, in respect of any amount which LUXOTTICA may be held to pay to such personnel under applicable employment laws, for any reason whatsoever, including legal fees and charges.

因此，供应商保证：在履行订单和/或协议过程中，其工作人员和授权的第三方供应商均无权依据适用的劳动法律对陆逊梯卡提出任何索赔。如果因任何原因导致陆逊梯卡按照适用的劳动法律必须向上述工作人员支付任何费用（包括法律费用和收费），当陆逊梯卡要求时，供应商应当立即向陆逊梯卡给予赔偿，不得提出任何异议。

- 5.4** [Note: this provision shall apply only to Italian Suppliers.] Should LUXOTTICA ascertain, during the course of inspections and/or document controls, that the Chamber of Commerce Certification of the Supplier does not include anti-mafia clearing, LUXOTTICA shall have the right to terminate any Supply Order and/or Agreement, without prejudice to the right to claim compensation for damage, and reserving the right to initiate any other action which deemed necessary to protect the interests of LUXOTTICA.

[注：本规定仅适用于意大利供应商。] 如果在检验和/或文件控制过程中陆逊梯卡确定供应商的商会证明未包含反黑社会认证，陆逊梯卡则有权终止任何订单和/或协议，且不影响陆逊梯卡享有的索赔权；此外，陆逊梯卡有权提起其认为必要的任何其他行动，以保护陆逊梯卡的权益。

- 5.5** The parties acknowledge that the data gathered, recorded, and registered with regard to these GTC and the Supply Orders /Agreements shall be processed, both manually as well as through automated means, by LUXOTTICA through duly authorized persons, in order to fulfill legal and contractual obligations, and to manage commercial relationships, in compliance with applicable laws. The Supplier hereby grants its authorization, where needed, to the processing and communication of its data. The data gathered and processed may be communicated to third parties, without limitations of territory, exclusively for the purposes of this document. The Supplier may exercise its rights under applicable laws, and particularly the right to object to the processing of its data, and/or to obtain the cancellation, transformation, updating, rectification, and amendment of such data, by referring such requests to the Data Controller. The Data Controller for such data is LUXOTTICA (as defined above), which is also the beneficiary of the supply of goods and products object of the Supply Orders and/or Agreements.

双方确认，所有收集、记录和登记的与本通用条款和订单/协议相关的数据将由陆逊梯卡通过其合法授权人员以手动和自动方式处理，以完全履行法定和合同义务，并按照适用的法律管理商业关系。供应商在此授权（如有需要）处理和传输其数据。仅为履行本文件之目的，收集和处理的的数据可能传输给第三方（不限地域）。通过向数据控制方提出请求，供应商可以行使适用的法律项下的各项权利，尤其是上述数据处理的异议权，和/或取消、转化、更新、纠正和修改上述数据。陆逊梯卡是上述数据的数据控制方（定义见上文），同时也是订单和/或协议项下供应的货物和产品的受益人。

Section 6 - INTELLECTUAL PROPERTY RIGHTS – CONFIDENTIALITY

第6条：知识产权；保密

6.1 The marks owned by or granted under license to LUXOTTICA and/or Luxottica Group S.p.A. (the “Marks”) are and remain the exclusive property and licensed material of LUXOTTICA and/or Luxottica Group S.p.A., and may not in any way whatsoever be transferred to any third party, modified, or utilized for uses other than those expressly provided in the Supply Orders and/or Agreements.

陆逊梯卡拥有或取得许可的各项标识（以下简称“标识”）的排他性所有权由陆逊梯卡保留，属于陆逊梯卡许可的资料；除了订单和/或协议中明确规定的用途以外，供应商不得以任何方式转让给任何第三方，也不得修改或利用这些标识。

6.2 The Supplier agrees to use the Marks in the manner specified in writing by LUXOTTICA, and solely for the purpose of complying with the Supply Orders / Agreements, and agrees that:

供应商同意按照陆逊梯卡书面规定的方式，仅为订单/协议规定的用途使用标识。供应商还同意：

a) the Authorized Third Party Suppliers may place the Marks, only where authorized in writing by LUXOTTICA;

仅在取得陆逊梯卡书面授权的前提下，授权的第三方供应商方可使用标识；

b) the Authorized Third Party Suppliers shall not deliver or under any circumstance supply or sell to third parties, other than the Supplier and LUXOTTICA, any products featuring the Marks; and
授权第三方供应商不得向第三方（供应商和陆逊梯卡除外）交付，或者在任何情况下供应或出售带有标识的任何产品；以及

The Supplier will remain fully responsible for the use of the Marks by the Authorized Third Party Suppliers.
供应商应当对授权第三方供应商使用标识的行为承担全部责任。

6.3 The Supplier warrants that the goods and services provided to LUXOTTICA do not violate, in any manner whatsoever, the rights of any third party.

供应商保证，向陆逊梯卡提供的货物和服务不会以任何方式侵犯任何第三方的权利。

Should the Supplier, in carrying out the Supply Orders and/or Agreements, intend to utilize the equipment, technical solutions, and any other material subject to intellectual property rights owned by any third party, the Supplier shall, having previously informed LUXOTTICA, obtain the rights to utilize such intellectual property and claim no additional charges in respect of such utilization.

如果供应商在履行订单和/或协议过程中希望使用任何设备、技术解决方案以及任何其他资料，而该等资料的知识产权属于任何第三方，供应商则应当在事先通知陆逊梯卡后取得上述知识产权的使用权，并且对此不得主张任何其他费用。

The Supplier shall indemnify LUXOTTICA for any damage and any cost or expense, including legal fees and charges which may ensue, against any claim or legal action moved against LUXOTTICA for any reason whatsoever, where such claim or legal action is connected to the violation by the Supplier of third party intellectual property rights.

如果因供应商侵犯第三方的知识产权导致第三方以任何理由对陆逊梯卡提出任何索赔或法律诉讼，供应商应当赔偿陆逊梯卡由此遭受和产生的任何损失、费用和支出（包括法律费用和收费）。

6.4 The Supplier acknowledges that the information and the materials (including, but not limited to, drawings, samples, technical specifications and data, etc.), received from LUXOTTICA, belong exclusively to

LUXOTTICA, and are to be considered confidential. Thus, the Supplier may claim no right whatsoever to such information or material.

供应商确认，其从陆逊梯卡取得的信息和资料（包括但不限于图纸、样品、技术规格和数据等）专属于陆逊梯卡，并且应当视为保密信息。因此，供应商不得对上述信息或资料主张任何权利。

The Supplier shall, and shall procure that its directors, employees, Authorized Third Party Suppliers, agents and consultants, and/or collaborators engaged in the activities, in whatsoever office or duty, use the information and the materials, as mentioned above, exclusively to comply with the Supply Orders and/or Agreements, and to handle and keep such information and materials as confidential, so that such information and materials are not divulged to any third party, and to return them to LUXOTTICA (or destroy them if requested by LUXOTTICA to do so), upon LUXOTTICA's request, and on completion or termination of any Supply Order and / or Agreements.

供应商应当，并确保其参与各项活动（无论以何种职务或承担何种职责）的董事、员工、授权第三方供应商、代理人 and 顾问和/或合作伙伴仅为遵守订单和/或协议之目的使用上述信息和资料，并对该等信息和资料作为保密信息予以处理和保存，从而使该等信息和资料不会泄露给任何第三方。当陆逊梯卡要求时，以及订单和/或协议完成或终止时，上述信息和资料应当退还给陆逊梯卡（或者销毁，若陆逊梯卡提出要求）。

- 6.5** The Supplier shall, and shall procure (if applicable) that its directors, employees, Authorized Third Party Suppliers, agents and consultants, and/or collaborators engaged in the activities in whatsoever office or duty, grant to LUXOTTICA any intellectual property right or right to the use and enjoyment of intellectual property (with the exception of moral rights) which may derive from the goods exclusively designed, customized or provided to LUXOTTICA in carrying out the Supply Orders and/or Agreements.

供应商应当，并确保（若适用）其参与各项活动（无论以何种职务或承担何种职责）的董事、员工、授权第三方供应商、代理人 and 顾问和/或合作伙伴向陆逊梯卡授予任何工业产权或知识产权的使用权（人身权除外），如果该等工业产权或知识产权来源于供应商履行订单和/或协议过程中专门为陆逊梯卡设计、定制或提供的货物。

- 6.6** All the goods (i.e., molds, machinery, etc.), owned by LUXOTTICA and made available to the Supplier in order to carry out the Supply Orders shall be returned at the end of the period of validity of the Supply Order / Agreement, unless otherwise agreed by the Parties. The Supplier may not transfer to any third party, modify, nor use the goods made available by LUXOTTICA for any other purpose whatsoever, and shall be responsible for the custody, safekeeping, and proper use of the same. In particular, the Supplier agrees to use said goods with the utmost care and diligence. In case of destruction, damage, or loss caused by the Supplier, the Supplier shall replace or repair said goods at its own care and expense, or, where repair or replacement is not possible, the Supplier shall refund LUXOTTICA the residual value of the goods, such value being calculated using current market prices and without prejudice to the right to claim compensation for greater damage or other legal remedy that may be available to LUXOTTICA. The Supplier shall not be liable to LUXOTTICA for the damage due to the normal wear and tear of the materials ensuing from the proper handling and use of the materials.

陆逊梯卡拥有并且为了履行订单而向供应商提供的所有货物（例如模具、机器等）应当在订单/协议有效期间届满时归还给陆逊梯卡，除非双方另行同意。供应商不得将陆逊梯卡提供的货物转让给任何第三方，不得修改该等货物，也不得为任何其他用途使用该等货物。供应商应当负责监管、保管和正当使用该等货物。此外，供应商同意谨慎、勤勉地使用上述货物。如果因供应商原因导致上述货物毁损、损坏或灭失，供应商应当自行承担费用更换或修理该等货物；如果无法修理或更换，供应商应当将货物的残值退还给陆逊梯卡。货物残值应当根据当时市场价格计算。上述规定不影响陆逊梯卡索赔其他损失，或者行使其享有的其他法定救济权。上述货物在正当搬运和使用过程中发生正常磨损的，供应商无须向陆逊梯卡承担任何赔偿责任。

Any packaging, transport, installation, uninstallation, and maintenance costs relating to the goods or materials provided by LUXOTTICA shall be borne by the Supplier. Having inspected such materials and ascertained their good working condition and fitness for their intended use, to the fullest extent permitted under applicable laws, the Supplier releases and agrees to indemnify and hold harmless LUXOTTICA from any liability for damages caused to persons and/or things which may derive from the improper use of the goods/materials.

陆逊梯卡提供的货物或材料的包装、运输、安装、拆卸和维护等费用应当由供应商承担。对上述材料实施检验并确保其处于良好工作状态、适合预定的用途后，在适用的法律准许的最大范围内，如果因上述货物/材料不当使用导致任何人身损害和/或财产损失，供应商应当向陆逊梯卡给予赔偿并确保陆逊梯卡免受损害。

6.7 The Supplier acknowledges that LUXOTTICA and Luxottica Group S.p.A. shall have the right to verify the correct use of its Marks, materials, goods, confidential information and any other intellectual property rights thorough inspections to Supplier's and Authorized Third Party Suppliers' facilities.

供应商确认，陆逊梯卡有权检查供应商和授权的第三方供应商的设施现场，以确认供应商是否正确使用陆逊梯卡的标识、材料、货物、保密信息以及任何其他知识产权。

Section 7 – INSURANCE

第7条：保险

The Supplier shall take out and maintain at its own cost such insurance policies as are appropriate and adequate to cover its obligations and liabilities under the Supply Orders and / or Agreements.

供应商应当自费为其在订单和/或协议项下的义务和责任投保适当和足够的保险。

Section 8 - APPLICABLE LAW - DISPUTE RESOLUTION

第8条：法律适用；争议解决

These GTC and the supply of good or services to LUXOTTICA are governed by the laws of the PRC. The Supplier and LUXOTTICA shall endeavor to resolve any dispute arising out of or in connection with any Supply Orders and / or this Agreement by negotiation. Any dispute arising out of or in connection with any Supply Orders and / or this Agreement or the breach, termination or validity thereof, which remains unresolved [30] days after either party gives written notice of the existence of such dispute, shall be submitted to the competent People's Court in Shanghai for litigation.

本通用条款以及向陆逊梯卡供应货物和服务应当适用中国法律。因订单和/或协议产生、或与其有关的任何争议应由供应商及陆逊梯卡通过协商解决。因订单和/或协议产生或与其有关的任何争议，或与上述订单/协议之违约、终止或有效性有关的争议，在任何一方就争议存在发出书面通知后[30]天内仍未解决的，应提交至上海有管辖权的人民法院进行诉讼。

If any provision of these GTC is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

如果本通用条款的任何规定被认定为无法执行，其他规定仍应全面执行，同时应当在必要的范围内视为对上述无效规定已作出相应修改，以使该规定能够按照最接近双方的本意得到执行。