

THE HONG KONG UNIVERSITY OF SCIENCE AND TECHNOLOGY

General Conditions of Contract for the Supply of Goods

1. Interpretation

"Buyer" - means The Hong Kong University of Science and Technology at Clear Water Bay, Kowloon, Hong Kong.

"Seller" - means a party (a) to whom this Invitation to Tender is addressed, or (b) who is submitting a Tender or (c) whose Tender is accepted by the Buyer.

"Goods" - means equipment, articles, materials, services and technology to be supplied by the Seller to the Buyer referred to in the Schedule of Requirement and described in the Specification or, as the context requires, any several part or combination thereof.

"Contract" or "Agreement" - means the agreement for the supply of Goods to the Buyer arising out of this Invitation to Tender, Seller's Tender and negotiation, if any, consequent thereon.

"Order" - means an order for the supply of the Goods placed by the Buyer to the Seller.

"Specification" - means the technical description of the Goods contained in the Invitation to Tender or, as the context requires, in the detailed technical proposal relative to any Order.

"Drawing" - means the Buyer's drawing unless specified otherwise.

"Schedule of Requirement" - means any of the Schedule of Requirements annexed to this Invitation to Tender.

"Contract Period" - means the time as stipulated in this Invitation to Tender or Schedule of Requirement or any extended period which is mutually agreed by the Buyer and Seller.

2. Application of Terms

- (a) These Conditions are the only conditions upon which the Buyer is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions.
- (b) No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.
- (c) These Conditions apply to all the Buyer's purchases and any variation to these Conditions shall have no effect unless expressly agreed in writing by the Buyer.

3. Quantity

- (a) The quantity shown in the Schedule of Requirements is an estimate of probable requirements and such estimate must be regarded as being given for the assistance of the Seller on the best evidence available when preparing the Invitation to Tender and not as being a figure to which the Buyer binds himself to adhere. The Seller must be prepared to supply the quantity given in the Schedule of Requirements or Order placed during the Contract Period.
- (b) Any quantity delivered in excess of the quantity ordered as shown in an Order shall be at the Seller's risk for which the Buyer shall not be responsible in anyway. Buyer may return such excess quantity and Seller will pay or undertake to pay the transportation, collection or other costs incurred by the Buyer in so doing.

4. Inspection & Acceptance

- (a) The Seller shall notify the Buyer or its agent at least 7 days before shipment in order that an inspection of the goods and packing may be carried out.
- (b) [If the results of such inspection cause the Buyer to be of the opinion that the Goods do not conform or are unlikely to conform with the Specification and/or patterns supplied or advised by the Buyer to the Seller, the Buyer shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in addition, the Buyer shall have the right to require and witness further inspection.]
- (c) [The Buyer or its agents shall be allowed to conduct such routine inspections at interim production stages of the goods and/or on the arrival of the goods in the place of destination to ensure the Buyer's quality requirements are duly complied with.]
- (d) Notwithstanding any such inspection, the Seller shall remain fully responsible for the Goods and any such inspection shall not diminish or otherwise affect the Seller's obligations under the Contract.
- (e) Delivery of the Goods shall be subject to such inspection and accordingly shall not be deemed to have been accepted unless either :
 - (i) The Buyer shall furnish the Seller with an Acceptance Note for those Goods which require installation, commissioning and acceptance test, etc.; or
 - (ii) The Goods, except those mentioned in (i), are not rejected within 60 days of delivery to the Buyer.

5. Rejection

- (a) Without prejudice to any statutory rights the Buyer may reject any Goods or cancel any Order which do not strictly conform to the Buyer's requirements, as detailed in the Order/Specification or which are damaged, spoiled or soiled. The Buyer will make no payment for any Goods rejected in this manner.

- (b) Within 2 days of being notified in writing of the rejection of any Goods delivered, the Seller shall at its own cost remove the same from the site to which they were delivered. Alternatively the Buyer may return the rejected Goods to the Seller at the Seller's risk and expense.
- (c) Within 7 days of notification of rejection, the Seller shall at its own cost replace such Goods with satisfactory Goods or in the case where replacement Goods have to be obtained from sources outside Hong Kong, the Seller must advise the Buyer the delivery date when replacement Goods will be delivered unless with the notification of rejection, the Buyer shall have notified the Seller that he does not require the replacement of such Goods. The Buyer shall reserve the right to obtain the Goods from any other source in replacement of the rejected Goods, which are not replaced by the Seller within a reasonable time. The Seller shall pay to the Buyer any additional expenditure over and above the contract price reasonably incurred.

6. Warranty

By accepting this Contract, Seller warrants that the Goods sold under this Contract are free from defects in materials, workmanship and fabrications and that all Goods delivered shall be of the quality, quantity, size description, and dimensions specified and shall be strictly in accordance with Buyer's specifications, drawings, and approval sample (if any), and of good and merchantable quality and suitable for the purpose(s) intended (the Seller hereby acknowledges that such purpose(s) have been declared or otherwise fully made known to the Seller), and in the case of manufactured goods, are new and unused. These warranties shall survive acceptance of and payment for the Goods and shall ensure to the benefit of the Buyer, its successors and the users of its products and shall not be deemed to be exclusive. Seller shall (at Buyer's option) [refund any amount of purchase price paid or] replace or repair any of the Goods which are found to be defective under normal use within a period of 12 months after the Goods have been put into service or 15 months from receipt of Goods by the Buyer or any warranty period specified in the Contract or Order whichever longer without any cost to the Buyer. Buyer shall give notice in writing to the Seller of any defect in the Goods.

7. Packing

- (a) Goods shall be packed strictly as specified in the Order/Contract.
- (b) The Seller shall be responsible for the packing of the Goods which shall be properly and suitably packed and secured so as to reach their destination in good condition with due regard being made to the nature of the Goods and condition prevailing on the route of shipment and mode of delivery.
- (c) Seller shall separately number all cases, packages, etc., showing the corresponding numbers on the invoices.

8. Delivery & Default

- (a) The Goods shall be delivered, carriage paid, to such place of delivery as specified in the Order or as is agreed by the Buyer in writing prior to delivery of the Goods.
- (b) The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order.
- (c) The Seller shall ensure that each delivery is accompanied by an invoice as specified in 9(a).
- (d) Time and timeliness of deliveries are the essence of this Contract.
- (e) Unless otherwise stipulated by the Buyer in the Order, deliveries shall only be accepted by the Buyer in normal business hours.
- (f) If the Seller shall fail to deliver all or any scheduled Goods ordered within the time and in the manner as specified in such Order, the Buyer shall reserve the right to :
 - (i) cancel the Order in whole or in part;
 - (ii) refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;
 - (iii) recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining the Goods in substitution from another supplier; and
 - (iv) impose a penalty at the rate of half of one percent per week for delay in delivery of the Goods to a maximum of 5% of the Order sum.

9. Payment

- (a) With delivery of the Goods, an invoice stating the Order number, particulars of the Goods delivered, the quantity, rate and value shall be sent by the Seller to the Buyer's Finance Office at HKUST, Clear Water Bay, Kowloon, Hong Kong.
- (b) Unless otherwise agreed by the Buyer, no payments will be made until the Goods are deemed to have been accepted within the meaning of Clause 4. The Buyer will make payment within 30 days from the date of receipt of invoice or receipt of the Goods whichever the latest, but time for payment shall not be of the essence of the Contract. Where the Goods require installation and commissioning, payment is normally effected within 30 days from the date of a joint satisfactory acceptance test.
- (c) For reimbursement of materials purchased on behalf of the Buyer in the execution of the Contract, payment must be supported by an original invoice which will be retained by the Buyer.
- (d) The Buyer shall have the right to deduct or withhold part of or the whole payment due to incomplete or unsatisfactory service or inferior Goods supplied by the Seller.
- (e) Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing at any time from the Seller to the Buyer against any amount payable by the Buyer to the Seller under this Contract.

10. Liability for Damages or Compensation

- (a) The Buyer shall not be liable for or in respect of any damages, loss or compensation under the Fatal Accidents Ordinance, the Employees' Compensation Ordinance at Common Law or under any applicable laws by or in consequence of any accident or injury to any workman or other person arising out of or in connection with (i) the performance of the [Agreement/ Order/ Contract] by the Seller, its subcontractor, assignee or agent or (ii) defects of or in the Goods, and the Seller shall keep the Buyer indemnified in full against all direct, indirect, or consequential liability, loss, demands, proceedings, costs, charges and expenses (including legal and other professional fees and expenses) whatsoever in respect thereof or in relation thereto.
- (b) The Seller shall effect a policy of insurance against all claim, demands or liability with an insurance company approved by the Buyer (which approval shall not be unreasonably withheld) and shall continue such insurance during the duration of the Contract and shall when required, deposit with the Buyer for safe keeping during the Contract such policy of insurance together with the receipt of payment of the current premium.
- (c) If the Seller shall fail to effect and keep in force the insurance referred to or any other insurance which he may be required to effect under the terms of the Contract then and in any such case, the Buyer may effect and keep in force any such insurance and pay such premium of payment as may be necessary for the purpose and from time to time deduct the amount so paid by the Buyer as aforesaid from any moneys due or which may become due to the Seller or recover the same as a debt due from the Seller.

11. Infringement

- (a) The Goods supplied should not infringe upon the patent, trade mark, registered design or copyright of any third party.
- (b) Seller shall undertake to defend or settle such claim or action entirely at its own expense and hold harmless Buyer and those for whom Buyer may act as agent against all loss, damage, claim or other costs and expenses by reason of any actions or proceedings arising from any infringement of third party patent, trade mark, registered design or copyright in respect of the Goods supplied by the Seller under this Contract.

12. Termination

- (a) The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller a written notice with a notification period of [14 days] whereupon all work on the Contracts shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- (b) The Buyer may at any time by notice in writing summarily terminate the Contract without entitling the Seller to compensation in any of the following events :
 - (i) if the Seller commits a breach of any of the terms and conditions of the Contract; or
 - (ii) if the Seller ceases or threatens to cease to carry on its business; or
 - (iii) if the financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller adequately to fulfil its obligations under this Contract has been placed in jeopardy; or
 - (iv) if the Seller shall at any time be adjudged bankrupt, or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings or liquidation or compensation under any Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors, or purpose so do; or
 - (v) if the Seller, being a Company shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a Receiver or Manager. Provided always that such determination shall not prejudice or affect any right or action or remedy, which shall have accrued or shall accrue thereafter to the Buyer.

13. Dispute

If any dispute arises between the Buyer and the Seller in reference to the supply of the Goods or performance of the Contract, or any part thereof, the Buyer on the one hand or the Seller on the other may forthwith give to the other written notice requiring the matter to be referred to a single arbitrator, in accordance with the Domestic Rules of the Hong Kong International Arbitration Centre whose decision shall be final and binding on both parties. The costs of such reference shall be at the discretion of the arbitrator. The Laws of Hong Kong will apply.

14. Corrupt Gifts

If the Seller shall be found to have offered or given any gratuity, bonus, discount, bribe, loan or any other gift or consideration as an inducement or reward to any employee of the Buyer in relation to this or any other Contract or Order, the Buyer shall be at liberty forthwith to cancel this Contract, as the case may be, and shall hold the Seller liable for any loss or damage which the Seller may thereby sustain. The Seller is also reminded that under the Prevention of Bribery Ordinance of Hong Kong, it is an offense to offer any advantage to an employee of the Buyer as an inducement to or reward for giving assistance or using influence in the promotion, execution or procuring of any contract with the Buyer.

15. Non-Exclusive Contract

The Buyer reserves the right, notwithstanding the conclusion of a contract between the Buyer and the Seller, to call for quotations from and to place orders with other suppliers in respect of the supply of the Goods. However, the Seller will be obliged to accept orders placed by the Buyer under the Contract.

16. Assignment and Sub-Contracting

- (a) The Seller shall not, without the consent in writing of the Buyer, assign or transfer the Contract or any part of it to any other person except for reason of company amalgamation or restructuring.
- (b) The Seller shall not, without the consent in writing of the Buyer, sub-let the Contract or any part thereof other than for materials, minor details or for any part of the Goods of which the makers are named in the Contract or the Specification.

17. Force Majeure

Buyer reserves the right at its option either to suspend shipments of Goods covered by this Contract or to cancel this Contract in whole or in part at any time without any liability to the Seller if the performance of this Contract by the Seller is made impossible or delayed or interrupted in whole or in part as a result of government order, decree or other compulsive requirements, embargoes, acts of civil or military authorities, acts of the public enemy, inability to secure transportation facilities, strikes, fires or other law or order or regulation or other contingencies beyond control of Buyer and/or Seller.

18. Remedies

Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of this Contract, the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Buyer :

- (i) to rescind the Order;
- (ii) to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
- (iii) at the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- (iv) to refuse to accept any further deliveries of the Goods but without any liability to the Seller;
- (v) to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract; and
- (vi) to claim such damages as may have been sustained in consequence of the Seller's breaches of the Contract.

19. General

- (a) Each right or remedy of the Buyer under this Contract is without prejudice to any other right or remedy of the Buyer whether under the Contract or not.
- (b) If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- (c) Failure or delay by the Buyer in enforcing or partially enforcing any provision of this Contract will not be construed as waiver of any of its rights under this Contract.
- (d) Any waiver by the Buyer of any breach of, or any default under, any provision of the Contract by the Seller will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- (e) This Contract shall be governed by the laws of the Hong Kong Special Administrative Region.

20. Use of Name

The Seller shall not use, include or refer to the HKUST's name, proprietary marks, service marks, trademarks or logos, or any variation, adaptation or abbreviation thereof, whether registered, registrable or otherwise, or name of any member of staff of HKUST, for any purpose whatsoever, without the prior written consent of HKUST.

21. Smoking

HKUST is a non-smoking campus. Any person found smoking on campus (including all indoor and outdoor areas) is liable to a fine under the Smoking (Public Health) Ordinance, Laws of Hong Kong.

22. Conflicts with the General Conditions or Amendments thereto

Where Specific or Special Conditions of Contract are also used in the Contract, they will take precedence in the event of conflicts with the General Conditions of amendments thereto.

23. Compliance with laws, regulations, etc.

The Seller shall comply with all applicable laws and regulations (including but not limited to legislation of the Hong Kong Special Administration Region related to public health, public order, public safety and national security), and policies and codes of practice as may be notified by the Buyer from time to time, in the performance of the Order.

香港科技大学

供货合约的一般条件

1. 诠释

"买方"一指位于香港九龙清水湾的香港科技大学。

"卖方"一指(a)本招标书所致的一方，或(b)提交投标书的一方，或(c)其投标书获买方接纳的一方。

"货物"一指根据货物需求一览表和技术规格所述，卖方将向买方供应的设备、物品、材料、服务和技术，或文义所规定的上述任何若干部分或全部。

"合约"或"协议"一指因本招标书、卖方投标书及因此引起的协商(如有)而订立以向买方供应货物的协议。

"采购单"一指买方向卖方作出的货物供应订单。

"技术规格"一指招标书或(如文义有所规定)与任何采购单有关的详细技术方案所载的货物的技术说明。

"图纸"一除非另有所指，否则指买方的图纸。

"需求一览表"一指本招标书所附的任何货物需求一览表。

"合约期"一指本招标书或货物需求一览表所列明的时间，或买方和卖方共同协定的任何延长期间。

2. 条款适用范围

(a) 此等条款为买方准备与卖方进行交易的唯一条款，并完全取替之前的其它条款或条件。

(b) 卖方在技术规格或类似文件的报价、或在确认或接纳采购单时所签署的陈述或载列的任何条款或条件概不构成合约的一部分，且卖方放弃其有可能依赖这些条款和条件的任何权利。

(c) 本文所载条件适用于买方的所有采购，如未经买方以书面形式明确同意，任何变更的条件均属无效。

3. 数量

(a) 需求一览表和报价所示数量为估计可能需求的货物数量，该估计必须视为买方以在编制招标书时所获得的最充分凭证为依据而作出的估计，以协助卖方作出投标判断，而不应视为对买方具有约束力的数字。卖方必须做好在合约期内供应需求一览表和报价或采购单所列明的数量的充分准备。

(b) 如所交付的数量超出采购单的订购数量，则超额部分由卖方承担风险，而买方无须以任何方式承担责任。买方可退回超额部分，而卖方将支付或承诺支付买方因退回货物所产生的运输、托收或其他费用。

4. 验收

(a) 卖方须于装运前至少七天通知买方或其代理人，以便对货物和包装进行检验。

(b) 如果检验结果令买方认为货物不符合或不可能符合技术规格及 / 或买方向卖方提供或知会的式样，买方应通知卖方，而卖方须立即采取必要行动，以确保货物符合标准。此外，买方有权要求再次检验并现场见证。

(c) 买方或其代理人应获许在货物生产过程中及 / 或货物抵达目的地时进行例行检查，以确保买方的质量要求已获适当遵循。

(d) 尽管有上述检验过程，但卖方仍须对货物承担完全责任，任何检验不应减少或影响卖方在合约内的责任。

(e) 货物交付须接受有关检验，因此，除非在下列情况下，否则交付的货物不应被视为已获接纳：

(i) 买方向卖方发出货物验收单，要求进行安装、调试和验收测试等；或

(ii) 除上文(i)项所述者外，买方并无在交付后六十天内拒收货物。

5. 拒收

(a) 在不损害任何法定权利的情况下，买方可拒收或取消并无严格遵守其要求(详载于采购单 / 技术规格)或被损坏、损毁或腐蚀的任何货物或任何采购单。买方不会就因上述原因而拒收的任何货物付款。

- (b) 在被书面通知所交付的任何货物被拒收后两日内，卖方应从交付货物的地点收回货物，费用由卖方自行承担；或由买方将拒收的货物归还卖方，有关风险和费用由卖方承担。
- (c) 除非买方在拒收通知内已告知卖方毋须更换有关货物，否则卖方在收到拒收通知后七日内，应以符合要求的货物更换有关货物，费用由卖方自负；如需更换的货物须从香港境外的货源取得，则卖方必须知会买方更换货物的交货日期。如卖方未能在合理时间内更换被拒收的货物，买方将保留权利，从任何其他货源取得被拒收货物的替代货物。卖方应向买方支付任何因此而超出合约价格的合理的额外费用。

6. 保证

于本合同获接纳之时，卖方保证根据本合同售出的货物在材料、工艺和制作方面均无缺陷，且所有交付货物均符合指定的质量、数量、大小和尺寸，并严格遵照买方的规格、图纸和核准样品(如有)，以及具备优良和适合销售的品质并适用于拟定用途(卖方谨此确认，其已获告知或全面了解有关用途)；如为制成品，则为全新且未曾使用。上述保证在接纳货物和付款之后仍持续有效，并以买方、其继承人和产品使用者为受益人作出，不应被视为具有排他性。如发现任何货物在投入使用后十二个月内、或买方接收货物后十五个月内、或合同或采购单指定的任何保修期(以较长期间为准)内在正常使用的情况下有任何缺陷，卖方应(视乎买方的选择)退还任何已付购买款项或进行更换或维修，而买方无须承担任何相关费用。买方应书面通知卖方有关货物的任何缺陷。

7. 包装

- (a) 货物应严格按照采购单 / 合约的规定进行包装。
- (b) 卖方应充分考虑货物性质、航运路线的当时状况和交付方式，从而负责将货物妥善及适当地包装并予以固定，以便货物能完好无缺地送达目的地。
- (c) 卖方应给所有货箱、包装等分别编号，并在发票上列出相应编号。

8. 交付与违约

- (a) 货物应交付至采购单所指定或买方在交付货物前书面同意的交付地点，运费须已缴付。
- (b) 交付日期应在采购单内列明，如无指定有关日期，则应在发出采购单后二十八日内交付。
- (c) 卖方应确保每次交付货物时，均须随附提供第 9(a)款所述的发票。
- (d) 交货时间和准时交货是本合同的关键。
- (e) 除非买方在采购单中另作说明，否则买方只在正常营业时间内收货。
- (f) 如果卖方未能按采购单规定的时间及方式交付全部或任何已安排的货物，买方有权：
 - (i) 全部或部分取消采购单；
 - (ii) 拒收卖方其后企图交付的货物；
 - (iii) 向卖方索回买方从其他供货商获得替代货物而产生的任何合理费用；及
 - (iv) 延期送货须处以每周采购单金额 0.5%的罚款，最高可达采购单金额 5%。

9. 付款

- (a) 在送货时，卖方须把列明采购单号码、已交货物详情、数量、价格和金额的发票发给买方的财务处，地址位于香港九龙清水湾香港科技大学。
- (b) 除非买方另行同意，否则只有在货物根据第 4 款含义已被视为接纳时才会支付款项。买方将在收到发票或收到货物之日起三十天内支付款项，以较迟者为准。但是付款时间并非本合同的关键条款。如果货物需要安装及调试，则通常在令双方满意的验收测试完成三十天内支付款项。
- (c) 至于在执行合约过程中代表买方购买材料的补偿款项，付款须有正本发票支持，该发票由买方保留。
- (d) 买方有权因卖方提供的不完整或令人不满意的服务或劣等货物而扣除或拒付部分或所有付款。
- (e) 在不损害任何其他权利或补偿的前提下，买方有权用卖方在任何时间欠买方的任何款项抵销根据本合同买方须支付给卖方的任何款项。

10. 赔偿金或弥偿责任

- (a) 买方无须对于(i)因卖方、其分包商、受让人或代理人履行[协议/采购单/合约]或(ii)货物的缺陷所导致的任何工人或其他人士遭受意外或伤害于《致命意外条例》、《雇员补偿条例》、普通法或任何适用法律下的任何损害、损失或赔偿负责；并且卖方须就此相关的所有直接、间接或必然产生的债务、损失、要求、诉讼、支出、费用及开支(包括法律和其他专业费用和开支)全额补偿买方。
- (b) 卖方须就所有索偿、要求或债务而向买方同意(买方不得无理拒绝)的保险公司投保，及在合约持续期间续保，并且一经要求，买方在合约期间须将该保险单及支付当前保险金的收据交给买方以妥善保管。
- (c) 如果卖方未能就所述保险或根据本合约条款卖方须投保的任何其它保险进行投保并续保，买方可为该等保险投保或续保，以及为该目的支付保费，并不时从应付给卖方的到期或即将到期款项中扣除买方支付的上述款项，或视该款项为买方应付的到期债务而予以索回。

11. 侵权

- (a) 供应的货物不应侵犯第三方专利、商标、登记外观设计或版权。
- (b) 如果因卖方供应的本合约内的货物侵犯第三方专利、商标、登记外观设计或版权而产生任何诉讼，卖方须应诉或解决索赔或诉讼，并承担所有费用，同时须保证买方及由买方代理的其他人士不遭受该等诉讼产生的所有损失、损害、索赔或其它支出和费用所造成的损害。

12. 终止

- (a) 买方有权在任何时间及因任何原因全部或部分终止合约，但须提前十四天以书面形式通知卖方，并于此后停止合约的所有工作。买方应就终止时正在进行的工作向卖方支付公平合理的赔偿，但是这些赔偿不包括预期利润的损失或任何随后发生的损失。
- (b) 在下列任何情况下，买方可在书面通知卖方后概括性终止合约，且无须支付赔偿予卖方：
 - (i) 如果卖方违反合约内任何条款及条件；或
 - (ii) 如果卖方终止或者威胁将终止执行业务；或
 - (iii) 如果卖方的财务状况恶化，以致买方认为卖方充分履行合约义务的能力已经处于危险境地；或
 - (iv) 如果卖方将在任何时间被宣告破产，或者将收到对其发出的接收命令或管理其物业的命令，或者参与根据当前有效的《破产条例》的任何诉讼或清算或补偿，或为其债权人利益而让渡、转让其财产或达成债务重整协议或债务偿还安排，或有意如此；或
 - (v) 如果卖方身为公司而将通过决议案或者法院将命令清算其业务，或者将委任代表债权证持有人的接管人或经理，或者出现让法院或债权证持有人有权委任接管人或经理的情况。但是该等决定始终不损害或影响任何买方的已有或将有的任何权力、行动或补救。

13. 争议

如果买方和卖方因货物供应或合约履行或合约任何部分的履行发生争议，买方作为一方或卖方作为另一方须立即书面通知另一方要求将该事项提交一名仲裁员根据香港国际仲裁中心的本地条例进行仲裁。仲裁员做出的仲裁是终局性的，对双方都有约束。该项仲裁的费用应由仲裁员酌情厘定，而香港法律将适用。

14. 贿赂

如果发现卖方向与本合约或任何其它合约或采购单相关的任何买方雇员提供或给予任何酬金、红利、折扣、贿赂、贷款或任何其它礼品或代价作为诱饵或回报，买方可视情况立即取消合约，且卖方亦须负责买方因此而承担的任何损失和损坏。卖方亦须注意，根据香港《防止贿赂条例》，为买方雇员提供利益作为诱饵或报答，以便其在介绍、执行或取得买方任何合约时提供帮助或施加影响，乃属违法。

15. 非专属性合约

尽管买方和卖方之间已签署合约，买方仍有权就货物的供应向其他供货商发出报价邀请或另下采购单。但是，卖方有义务接受买方根据合约所签发的采购单。

16. 转让及分包

- (a) 除非因为公司合并或重组，否则未经买方书面同意，卖方不得出售或转让合约或合约任何一部分予任何其他人士。
- (b) 除合约或规格说明书中已指定的物料、小零件或货物之任何部件所指定的生产商外，未经买方书面同意，卖方不得分包合约或合约的任何部分予其他人士。

17. 不可抗力

如果卖方因为政府命令、法令或其他强制性要求、禁运、社会动荡或军事、公敌入侵、交通措施不安全、罢工、火灾或其他法律或法规或其他买方和卖方无法控制的偶然事件而造成卖方无法或延迟履行合约，买方有权随时暂停本合同所指的货物的装运或全部或部分取消本合同，而无须对卖方负任何责任。

18. 补救

在不损害买方可能拥有的权利和赔偿的前提下，如果货物未按照本合同任何条款供应或者卖方未能遵守本合同任何条款，买方有权酌情行使任何下列一个或以上补救措施，不论买方是否已经接受任何部分的货物：

- (i) 取消采购单；
- (ii) 拒收全部或部分货物，并把货物退还卖方，风险及费用由卖方承担，而卖方须立即将退还货物的货款全额退还给买方；
- (iii) 由买方决定，提供机会给卖方就货物的任何缺陷采取补救措施，或供应替代货物，费用由卖方承担，并采取其它必要措施以确保合约条款可以实现；
- (iv) 拒绝接受任何进一步送货，但无须对卖方负任何责任；
- (v) 进行任何使货物符合合约要求的任何工作，费用由卖方承担；及
- (vi) 就由于卖方违反合约而使买方遭受的损失提出索偿。

19. 一般规定

- (a) 买方于本合同内的各项权利或补偿均不会损害买方的任何其他权利或补偿(无论是否根据本合同)。
- (b) 如果适当司法管辖区辖下的任何法院、法庭或行政机构裁定合约的任何条款全部或部分不合法、作废、无效、可予撤销、不可执行或不合理，则该条款(以裁定为不合法、作废、无效、可予撤销、不可执行或不合理者为限)将视为可予分割，而合约的其他条款及有关条款的其余部分将继续维持全面有效。
- (c) 买方如未能执行或延迟执行或部分执行本合同的任何条款，将不被视为买方放弃其于本合同内的任何权利。
- (d) 买方就卖方违反或未能履行合约条款授出的任何豁免，将不被视为豁免其后出现的任何违约或失职行为，且在任何情况下合约的其他条款将继续生效。
- (e) 本合同应受香港特别行政区法律所监管。

20. 名称使用

卖方不得在未经香港科技大学事先书面同意下就任何目的使用、包括或提及香港科技大学的名称、专有标志、服务标志、商标或徽标，或其任何变体、改编或缩写，无论已注册、可注册与否，或香港科技大学任何员工的姓名。

21. 吸烟

香港科技大学为非吸烟校园，如任何人士被发现在任何校园范围内吸烟，根据香港的吸烟（公众卫生）条例，可能会被检控及罚款。

22. 与一般条件或其修订发生抵触

合约如同时采用合约特定或特别条件，当与一般条件或其修订发生抵触时，应以合约特定或特别条件为准。

23. 遵守法律、规例等

在履行本采购单时，卖方应遵守所有适用的法律和规例（包括但不限于香港特别行政区有关公共卫生、公共秩序、公共安全和国家安全的法例），以及可能被买方不时所通知的政策和行为守则。