

**WORLD BANK GROUP – PURCHASE ORDER
GENERAL TERMS AND CONDITIONS GOODS &
SERVICES**

April 2023

世界银行集团 – 采购订单一般条款和条件
货物和服务
2023四月

This document is a translation of the World Bank Group Purchase Order Terms and Conditions, dated April 2023 and is provided as a service to interested parties. In case of any discrepancies, the official version in English governs.

1. OFFER.	1. 要约。
The Purchase Order and these General Terms and Conditions (“PO”) constitute an offer by the World Bank Group member specified in this PO (“Purchaser”), to the party to whom this PO is addressed (“Vendor”) to contract for Vendor to provide to Purchaser the goods and/or services specified in this PO (“Goods” and “Services,” respectively) at the price specified in this PO. Vendor’s acceptance is limited to the terms and conditions of this offer and Purchaser objects to any additional or different Vendor terms. For the purpose of this PO (a) the “World Bank Group” means the International Bank for Reconstruction and Development, the Multilateral Investment Guarantee Agency, the International Finance Corporation, the International Development Association, and the International Centre for the Settlement of Investment Disputes, (b) “World Bank” means the International Bank for Reconstruction and Development, and (c) “Affiliates” means all members of the World Bank Group other than Purchaser.	本采购订单一和一般条款和条件（简称“本订单”）构成本订单中指定世界银行集团成员（“买方”）向订单所针对的一方（“卖方”）签订的要约，卖方以本订单规定的价格向买方提供订单中指定的货物和/或服务（分别称为“货物”和“服务”）。卖方的同意仅限于本要约的条款条件，买方反对任何额外或不同的卖方条款。在本订单中，(a) “世界银行集团”指国际复兴开发银行、多边投资担保机构、国际金融公司、国际开发协会和国际投资争端解决中心；(b) “世界银行”指国际复兴开发银行；(c) “附属机构”指除买方以外的所有世界银行集团成员。
2. ACCEPTANCE.	2. 同意。
This PO will be deemed accepted by Vendor upon the earlier of (a) Purchaser’s receipt of a copy of this PO duly executed by Vendor; (b) Vendor’s delivery of Goods or commencement of Services; or (c) Vendor’s acceptance of full or partial payment for the Goods and/or Services required under this PO.	一旦满足以下其中任何一个条件（以先发生者为准），即视为卖方已接受本订单：(a) 买方收到卖方正式签署的复函；(b) 卖方交付货物或开始提供服务；或(c) 卖方接受在本订单下所需货物和/或服务的全部或部分付款。
3. TIME OF DELIVERY AND PERFORMANCE.	3. 交付和履约时间。
Vendor will deliver the Goods or perform the Services, as applicable, within the time period stated on this PO. Time is of the essence with respect to Vendor’s obligations under this PO.	卖方将在订单中规定的期限内交付货物或提供服务（如适用）。就卖方在本订单项下的义务而言，时间至关重要。
4. PACKAGING (Goods Only).	4. 包装（仅适用货物）。
Vendor will package Goods for shipment in accordance with Purchaser’s instructions or, if there are no such instructions, in accordance with industry best practices	卖方将根据买方的指示或在没有此类指示的情况下，根据业界的最佳做法包装货物以进行装运，保证货物在运输到买方后完整无损，并合理使用最可持续的包

<p>ensuring that Goods shipped to Purchaser will be free of damage and using the most sustainable materials reasonably available for packaging. Vendor will include the PO number on all packaging and any associated documentation and correspondence. Purchaser reserves the right to reject any shipments deemed by Purchaser to be inadequately packaged.</p>	<p>装材料。卖方将在所有包装和任何相关文件和信件上注明采购订单编号。买方保留拒绝其认为包装不当货物的权利。</p>
<p>5. WARRANTIES.</p>	<p>5. 担保。</p>
<p>Vendor represents and warrants that all Goods and Services delivered or performed under this PO will (a) be merchantable (Goods only); (b) be free from defects in material and workmanship; (c) be fit and sufficient for the purposes intended; (d) be in strict conformance with any applicable statements of work, terms of reference or other specifications furnished by Purchaser; (e) not infringe or misappropriate any third party rights; (f) be furnished by qualified personnel in accordance with applicable industry standards; and (g) comply with applicable laws. All warranties specified herein will be in addition to any other warranties, express, statutory, or implied. These warranties will survive Purchaser's inspection, acceptance, and payment, and Purchaser's continued use of Goods or Services after notifying Vendor of their failure to conform to this PO or of a breach of warranty will not be considered a waiver of Purchaser's right to any remedy.</p>	<p>卖方明确担保按此订单提供的货物和服务满足下列条件：(a) 可销售（仅适用货物）；(b) 材料与工艺无缺陷；(c) 适合并满足预期用途；(d) 严格遵守买方提供的任何适用的工作说明、职权范围或其他规定；(e) 未侵犯或盗用任何第三方权利；(f) 由符合适用行业标准的有资质人员提供；(g) 遵守适用法律。除了此处说明的所有担保，卖方还提供其他明示的、法定的或暗含的担保。此担保在买方检验、接受和付款期间有效，买方通知卖方其未能达到订单的要求或者违背担保约定后继续使用货物或服务，不能被视为买方放弃寻求补偿的权力。</p>
<p>6. INSPECTION, ACCEPTANCE OR REJECTION.</p>	<p>6. 检验，接受或拒绝。</p>
<p>Purchaser will have thirty (30) calendar days after receipt of Goods or performance of Services to accept or reject them as non-conforming with this PO. Rejected Goods will be returned to Vendor, transportation charges collect, or held by Purchaser for disposition at Vendor's risk and expense. If Goods delivered or Services performed are rejected, Purchaser will have the right, at Purchaser's election, to require redelivery, correction or, if applicable, a refund by Vendor. Purchaser's payment under this PO will not be deemed acceptance of any Goods delivered or Services performed hereunder. If Purchaser fails to reject the Goods or Services within thirty (30) days, the Goods or Services will be deemed accepted. Acceptance will not relieve Vendor of its warranty obligations or liability for latent defects.</p>	<p>买方在收到货物或服务的30天内可以接受也可以因货物或服务不符合此订单的要求而拒绝接受。拒绝的货物将退还给卖方，运费由卖方承担，或暂存在买方，处理暂存货物的风险和费用由卖方承担。如果交付的货物或提供的服务被买方拒绝，买方将有权根据自己的选择要求卖方重新交付、更正货物或要求卖方退款（如适用）。买方按照此订单付款并不意味着买方对货物或服务的认可。如果买方未在30天之内拒绝，应被视为接受，但接受并不免除卖方的担保义务或对隐性缺陷的责任。</p>
<p>7. TITLE AND RISK OF LOSS (Goods Only).</p>	<p>7. 所有权和损失风险（仅适用货物）。</p>
<p>Vendor represents and warrants that Vendor has title to the Goods and is fully qualified to sell, lease, or license the Goods. Title to all Goods furnished hereunder will be transferred free and clear of all liens, claims, security interests, and other encumbrances when title thereto passes to Purchaser. Title will pass to Purchaser on the earlier of the date that Purchaser (a) pays for the Goods; (b) takes delivery of the Goods; or (c) terminates this PO for default. Vendor assumes all risk of loss or damage for Goods until such time as conforming Goods have been delivered and unloaded at F.O.B. point, inspected, and accepted, in writing, by Purchaser. Notwithstanding the</p>	<p>卖方表明并保证其拥有货物的所有权，并有完全资格销售、租赁或发放许可。据此订单交付的货物所有权应完全转交给买方，不存在任何留置权、索赔、担保或其他产权障碍因素。一旦满足以下其中任何一个条件（以先发生者为准），所有权即转到买方：(a) 买方支付货物款项；(b) 货物交付买方；(c) 因违约原因，买方中止本订单。在合格货物送达、卸载到离岸交割地点并由买方书面检查和验收之前，卖方承担所有货物损失或损害的风险。尽管有上述规定，如果本订单包含有关所有权转移或损失风险的不同条款，则</p>

above, if this PO contains different terms for the passage of title or risk of loss, then such different terms will govern.	以此类不同条款为准。
8. INVOICING AND PAYMENT.	8. 发票和付款。
Unless otherwise stated in this PO, Vendor will: (a) invoice Purchaser for the amount due under this PO within thirty (30) days of delivery of the Goods or performance of the Services; and (b) keep updated Vendor's profile in Purchaser's Vendor Portal including Vendor's current remittance bank information and representative contact details, prior to submitting any invoice, in accordance with Purchaser's instructions and this PO. The invoice will include the PO number and, if applicable, item number, description of the Goods or Services, quantities, unit price, totals, and remittance bank information. Unless otherwise stated in this PO, Purchaser will pay Vendor within thirty (30) days of receipt of an invoice correctly submitted in accordance with this PO. Purchaser is immune from all taxation and custom duties under its constituent treaty. Vendor authorizes Purchaser to deduct from any invoice presented in connection with this PO any erroneous allocation for taxation or duties, without prior notice to Vendor and without cost to Purchaser. Payment of such corrected invoiced amount will constitute full payment by Purchaser.	除非本订单中另有规定，否则卖方将(a)在货物交付或履行服务后三十(30)天内就本订单项下应付金额向买方开具发票；并(b)在提交发票前，依据买方指示和本订单，在买方的“供货商登录网站”上更新其机构信息包括其最新的付款银行信息以及其代表人的联系信息。卖方将根据本订单指示提交发票。发票将包括订单编号和项目编号(如适用)、商品或服务描述、数量、单价、总价和汇款银行信息。除非本订单另有说明，买方将在收到卖方依据本订单出具的正确发票后三十(30)天内向卖方付款。买方免于支付其机构组成条约项下的所有税收和关税。卖方授权买方从与本订单相关的任何发票中扣除任何错误计入的税收或关税，无需事先通知卖方，也无需买方承担任何费用。买方支付此类经更正的发票金额将视同买方全额付款。
9. SETOFF.	9. 抵销。
Without prejudice to any other right or remedy it may have, Purchaser reserves the right to set off at any time any amount owing to Purchaser by Vendor against any amount payable by Purchaser to Vendor.	在不损害其可能拥有的任何其他权利或补救措施的情况下，买方保留随时用卖方欠买方的任何款项抵销买方应付给卖方的任何款项的权利。
10. INSURANCE.	10. 保险。
Prior to the commencement of this PO, Vendor will obtain and maintain at its own expense for the duration of this PO, appropriate insurance coverage with appropriate loss limits for this PO, including any insurance required by the law of Vendor's country of incorporation or license and by the country where the work is to be performed. Upon Purchaser's request, Vendor will provide to Purchaser certificates of insurance for such coverage.	在订单生效之前，卖方应出资购买并持有订单期内适当保额的保险以控制损失，卖方还应购买公司或许可所在国、工作或合同履行所在国法律要求的其他保险。应买方要求，卖方应向其提供此类保险的保险证明。
11. CONFIDENTIALITY.	11. 保密。
All information disclosed by, or on behalf of, Purchaser or any other member of the World Bank Group to Vendor, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as confidential, and all information otherwise relating to the Goods and Services to be provided under this PO ("Confidential Information") is confidential. Vendor will only use Confidential Information as necessary to deliver the Goods or perform the Services under this PO and will not disclose Confidential Information to any third party without Purchaser's express written consent. Upon Purchaser's request, Vendor will promptly return or destroy, as instructed by Purchaser, all Confidential Information. This section 11 will not apply to Confidential Information that: (a)	由买方或世界银行集团任何其他成员或其代表向卖方披露的所有信息，无论该类信息以口头或书面、电子等形式或通过媒体披露或访问以及是否被标记、指定或以其他方式被确定为机密信息，以及所有与根据本订单提供的商品和服务有关的其他信息(“机密信息”)均为机密信息。卖方将仅在必要时使用机密信息用于货物交付或履行本订单项下服务之目的，未经买方明确书面同意，不会向任何第三方披露机密信息。应买方要求，卖方将按照买方指示及时返回或销毁所有机密信息。第11条不适用于以下机密信息：(a)公共领域内的机密信息；(b)在披露时卖方已知的机密信息；或(c)卖方在非保密基础上从第三方正当获得的机密信息。如适用法律要求卖方披露任何机密信息，

<p>is within the public domain; (b) was known to Vendor at the time of disclosure; or (c) is rightfully obtained by Vendor on a non-confidential basis from a third party. If Vendor is required by applicable law to disclose any Confidential Information, Vendor will immediately notify Purchaser so that Purchaser may seek, at Purchaser's expense, a protective order or other remedy, and Vendor will reasonably assist Purchaser therewith. If consulted by the news media or other third parties about this PO or the work carried out under this PO, Vendor will refer the enquiry to Purchaser for its response.</p>	<p>卖方将立即通知买方，以便买方自行承担费用采取保护令或其他补救措施，在此过程中，卖方将提供合理协助。如新闻媒体或其他第三方咨询有关该订单或本订单下所开展工作的相关事宜，卖方将向买方提交该项查询，等待买方回复。</p>
<p>12. USE OF PURCHASER'S NAME.</p>	<p>12. 买方名称的使用。</p>
<p>Vendor will not use the World Bank Group's or Purchaser's name or logo in any manner without first obtaining written consent from the World Bank Group's Chief of Corporate Procurement, except that Vendor may use Purchaser's name, only, in its customer lists or resumes without Purchaser's prior consent.</p>	<p>如未取得世界银行集团企业采购总监的书面许可，卖方不得在任何情况下使用世界银行集团的名称和/或徽标。卖方可在客户名单或简历中列入买方名称，而不必事先获得买方的许可。</p>
<p>13. WORLD BANK GROUP VENDOR POLICIES AND PROCUREMENT INTEGRITY</p>	<p>13. 世界银行集团供应商政策和采购操守</p>
<p>a. Vendor will comply with the World Bank Group's Vendors Code of Conduct, Vendor Eligibility Policy, the Restrictions on Current and Former World Bank Group Staff, and all other applicable World Bank Group vendor policies (together, the "WBG Vendor Policies"), which are available upon request or at Purchaser's website: https://www.worldbank.org/en/about/corporate-procurement/vendors. Vendor represents and warrants that Vendor and Vendor's employees are in compliance with the WBG Vendor Policies; and have not engaged in conduct that would lead to suspension, debarment or a finding of ineligibility under the World Bank Group's Vendor Eligibility Policy.</p>	<p>a. 卖方将遵守世界银行集团的《供应商行为准则》、《供应商资格政策》、《世界银行集团现任和前任工作人员的限制》以及所有其他适用的世界银行集团供应商政策（统称为“世界银行集团供应商政策”），这些文件可应要求在买方网站上获得：https://www.worldbank.org/en/about/corporate-procurement/vendors。卖方表明并保证卖方及其员工将遵守世界银行集团的供应商政策；而且未参与会导致资格暂停、取消或根据世界银行集团《供应商资格政策》被认定为不符合资格的行为。</p>
<p>a. Vendor will use reasonable efforts to ensure that funds paid to Vendor by the World Bank Group are not used to finance, support, or conduct terrorism.</p>	<p>b. 卖方将做出合理努力保证世界银行集团支付给卖方的资金不被用于资助、支持或进行恐怖活动。</p>
<p>b. Vendor expressly acknowledges and agrees to Purchaser's policies on labor, human rights, social responsibility, environmental conduct and supplier diversity as detailed in the World Bank Group's Vendors Code of Conduct.</p>	<p>c. 卖方明确承认并同意世界银行集团《供应商行为准则》中详述的买方关于劳工、人权、社会责任、环境行为和供应商多元化的政策。</p>
<p>c. The amounts payable by Purchaser under this PO constitute Vendor's and its employees' sole remuneration in connection with this PO. Neither Vendor nor any of its employees will accept for its or their own benefit any trade commission, discount or similar payment in</p>	<p>d. 买方在本订单项下的应付金额构成卖方及其员工与本订单相关的唯一报酬。卖方或其任何员工均不得出于自身利益接受与根据本订单开展的活动或履行其在本订单项下义务有关的任何贸易佣金、折扣或类似付款。</p>

<p>connection with activities pursuant to this PO, or in the discharge of its obligations hereunder.</p>	
<p>d. A breach of this section 13 is a material breach of an essential term of this PO.</p>	<p>e. 违背本第13条规定即意味着对本订单重要条款的严重违约。</p>
<p>14. ON-SITE POLICIES.</p>	<p>14. 现场政策。</p>
<p>If any Goods or Services under this PO will be delivered or performed on Purchaser's premises, Vendor will (a) at Purchaser's request undertake, at its own expense and to the extent permitted by law, a background investigation for all employees and any subcontractors assigned to perform work at Purchaser's premises; and (b) comply with Purchaser's on-site policies and procedures, including the World Bank Group's Code of Conduct for On-Site Vendor Employees and the Security, Fire and Safety Regulations for World Bank Group Contract Employees. Access to World Bank Group premises is subject to Purchaser's approval in all cases.</p>	<p>如果在买方场所交付或履行本订单项下的货物或服务，卖方将：(a) 应买方请求，在法律允许的范围内对所有员工和被指定在买方场所开展工作的分包商开展背景调查，费用由买方自行承担；(b) 遵守买方的现场政策和程序，包括世界银行集团《现场供应商员工行为准则》以及《世界银行集团合同雇员的安保、消防和安全条例》。在任何情况下，进入世界银行集团场所均需得到买方批准。</p>
<p>15. SUBCONTRACTORS.</p>	<p>15. 分包商。</p>
<p>Vendor will not delegate or subcontract any of its obligations under this PO without Purchaser's prior written consent in each case. Vendor will: (a) ensure that any subcontractors performing work under this PO comply with the terms and conditions of this PO, and (b) remain responsible and liable for the acts and omissions of any such subcontractors</p>	<p>在任何情况下，未经买方事先书面同意，卖方不得对其在本订单项下的任何义务进行委托或分包。卖方将：(a) 确保根据本订单开展工作的所有分包商均遵守本订单的条款条件；和 (b) 对任何此类分包商的行为和疏忽负责。</p>
<p>16. INTELLECTUAL PROPERTY.</p>	<p>16. 知识产权。</p>
<p>a. All intellectual property rights, whether registered or unregistered and including copyrights, patents, trademarks, trade secrets, know-how and moral rights, (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Purchaser under this PO or prepared by or on behalf of Vendor in the course of performing the Services (collectively, the "Deliverables") will be owned exclusively by Purchaser. Vendor hereby irrevocably assigns and will cause its employees to irrevocably assign to Purchaser, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Vendor will cause its employees to irrevocably waive, to the extent permitted by applicable law, any and all claims such employees may now or hereafter have in any jurisdiction to moral rights or rights of droit moral with respect to the Deliverables.</p>	<p>a. 所有经注册或未经注册的知识产权，包括根据此订单向买方交付或在履行服务过程中代表卖方编制的所有文件、工作成果和其他材料（统称为“交付物”）中的版权、专利、商标、商业秘密、专有技术和精神权利（统称为“知识产权”）均为买方独家拥有。在所有情况下，卖方在此不可撤销地转让并将促使其员工在全球范围内不可撤销地向买方转让可交付成果的所有权利、所有权和利益，包括其中的所有知识产权，而无需额外考虑。卖方将促使其员工在适用法律允许的范围内，不可撤销地放弃该类员工现在或以后在任何司法管辖区对可交付成果的精神权利或道德权利的任何和所有索赔。</p>
<p>b. Notwithstanding the foregoing, Vendor and its licensors are, and will remain, the sole and exclusive owners of all right, title and interest in and to documents, data, know-how,</p>	<p>b. 尽管有前述规定，卖方和其许可方是且仍将是卖方提供或使用的与履行本订单项下任何工作相关的、在本订单开始前均由卖方开发或获得的文件、数据、专有技术、方法、软件等材料（统称为“订单开始前的</p>

<p>methodologies, software and other materials provided by or used by Vendor in connection with performing any work under this PO, in each case developed or acquired by Vendor prior to the commencement of this PO (collectively, the "Pre-Existing Materials"), including all Intellectual Property Rights therein. Vendor hereby grants Purchaser and all other members of the World Bank Group a perpetual, irrevocable, worldwide, royalty-free, sublicensable, non-exclusive license to any Pre-Existing Materials to the extent incorporated in, combined with, or otherwise necessary for the use of the Deliverables for any and all purposes.</p>	<p>材料”) 的所有权利、所有权和权益的唯一和独家所有者, 包括其中含有的全部知识产权。卖方特此授予买方和世界银行集团所有其他成员对任何订单开始前的材料的永久、不可撤销、全球、免版税、可进行再许可以及具有非排他性的许可, 允许他们纳入、结合或以其他必要方式使用可交付成果用于任何和所有目的。</p>
<p>17. INFORMATION SECURITY POLICY.</p>	<p>17. 信息安全政策。</p>
<p>If Vendor will access Purchaser systems or information, electronic or otherwise, Vendor will abide by the World Bank Group's Information Security Policy for Contractors available upon request and on Purchaser's website: https://www.worldbank.org/en/about/corporate-procurement/vendors.</p>	<p>使用买方系统或访问买方电子或其他格式信息的卖方应遵守《世界银行集团承包商信息安全政策》。《世界银行集团承包商信息安全政策》可应要求在买方的网址 https://www.worldbank.org/en/about/corporate-procurement/vendors找到。</p>
<p>18. PERSONAL DATA.</p>	<p>18. 个人数据。</p>
<p>To the extent Vendor is required to process personal data on behalf of Purchaser under or in connection with this PO, Vendor will comply with the Personal Data Annex, which is available upon request and at Purchaser's website: https://www.worldbank.org/en/about/corporate-procurement/vendors.</p>	<p>如卖方需要代表买方处理本订单项下或与本订单相关的个人数据, 卖方将遵守“个人数据附件”, 该附件可应要求在买方网站 https://www.worldbank.org/en/about/corporate-procurement/vendors上找到。</p>
<p>19. AUDIT.</p>	<p>19. 审计。</p>
<p>Vendor will maintain complete and accurate records relating to this PO, including records supporting all amounts invoiced under this PO, in accordance with sound and industry accepted accounting practices. Vendor will make such records available to Purchaser or Purchaser's designated representative at all reasonable times until the expiration of three (3) years after the date of the final payment, for the purpose of auditing this PO. In the event an audit determines that Purchaser has overpaid Vendor, Vendor will reimburse Purchaser, within thirty (30) days after receipt of a written request, the amount of any such overpayment.</p>	<p>卖方将按照健全的、行业接受的会计做法, 保留与本订单相关的所有完整和准确记录, 包括涉及此订单所有款项的记录。在最后付款日的三年内, 买方或买方指定代表有权在所有合理的时间范围内查阅这些记录, 对此订单进行审计。如果审计发现买方多付给了卖方款项, 卖方应在收到书面通知的30天内, 把多收款项退回给买方。</p>
<p>20. INDEMNIFICATION.</p>	<p>20. 赔偿。</p>
<p>To the fullest extent permitted by law, Vendor will indemnify and hold harmless Purchaser, its officers, directors, employees and Affiliates from and against all claims, suits, damages, and losses, including reasonable attorneys' fees and expenses and settlement amounts, arising from (a) Vendor's negligence, wrongful acts or omissions; (b) Vendor's breach of the terms of this PO; (c) any claim that the Goods or Services, or any part or use thereof, infringe a third party's intellectual property rights; or (d) any claim made by a Vendor employee or subcontractor in connection with the supply of Goods and Services under</p>	<p>在法律允许的最大范围内, 卖方同意承担由于(a) 卖方疏忽、错误行为或疏漏; (b) 卖方违反此订单条款而引发的索赔、诉讼、损害和损失, 包括合理的律师费用和开销; (c) 任何关于货物或服务或货物/服务任何部分或其使用侵犯第三方知识产权的索赔; 或 (d) 卖方员工或分包商就本订单项下货物或服务供应提出的任何索赔, 买方及其管理人员、董事、雇员和附属机构不负任何责任。</p>

this PO.	
21. TERMINATION FOR CONVENIENCE.	21. 为便利而终止订单。
Purchaser may at any time upon written notice to Vendor terminate this PO, in whole or in part, if Purchaser determines, in its sole and absolute discretion that termination is in its interests. In the event of such termination, Vendor will be entitled to be paid for Goods delivered or Services properly performed prior to the termination date, provided, however, that: (a) such payment will not exceed the total value of this PO and (b) Vendor will promptly return to Purchaser any amount paid by Purchaser for Goods not delivered or Services not performed as of the termination date. Vendor is not entitled to, and expressly waives, payment for profit on any Goods or Services not delivered or performed as of the termination date.	买方可在任何时间出于自身的便利考虑在书面通知卖方后，单方、全权决定终止整个或部分订单。如果买方为便利终止订单，应支付给卖方终止生效日之前妥善完成的工作的报酬，但是：(a) 支付总额不能超过此订单总额；(b) 卖方将立即将买方为截至终止日期未交付的货物或未履行的服务所支付的任何款项退还给买方。卖方不应获得且应明确放弃终止日前未交付货物或未履行服务的利润款项。
22. TERMINATION FOR DEFAULT.	22. 违约终止订单。
If (a) Vendor fails to deliver the Goods or perform the Services required by this PO within the time specified or in the manner required by this PO, (b) the Goods or Services do not conform, in all respects, to the requirements of this PO, (c) Vendor becomes insolvent or unable to meet its payment obligations when due, (d) Vendor breaches any representations or warranties made under this PO, or (e) Vendor otherwise breaches any material obligation under this PO, Purchaser may terminate this PO for default. Purchaser may, but is not required to, provide Vendor an opportunity to cure such default. If Purchaser terminates for default, and without prejudice to any other rights or remedies, Vendor will (y) promptly return to Purchaser any amount paid by Purchaser for Goods not delivered or Services not performed as of the effective date of the termination, and (z) be liable to Purchaser for any excess costs Purchaser incurs in connection with re-procuring the Goods and Services.	如果(a) 卖方未能按照此订单规定的时限和方式交付货物或服务；(b) 货物或服务未达到此订单的相关要求；(c) 卖方破产不能履行其应付款项的义务；(d) 卖方违反了此订单的规定或担保；或(e) 卖方以其他方式违反本订单项下任何重大义务，买方可出于违约原因终止本订单。买方可向卖方提供纠正此类违约的机会，但并非强制性要求。如果买方出于违约原因终止本订单，在不影响任何其他权利或补救措施的情况下，承包商将 (y) 立即向买方退还买方为截至终止生效日期未交付的货物或未履行的服务而支付的任何款项；并 (z) 对买方因重新采购货物和服务而产生的任何超额费用负责。
23. CONSEQUENTIAL DAMAGES.	23. 间接性损害。
Neither party will have any liability under this PO for indirect, incidental, special, punitive, or consequential damages, provided that this limitation will not apply to liability arising out of (a) fraud or intentional misconduct or (b) Vendor's indemnification obligations.	任何一方均不对本订单项下的间接、附带、特殊、惩罚性或间接性损害承担任何责任，但该项限制不适用于由 (a) 欺诈或故意不当行为；或 (b) 卖方赔偿义务而引起的责任。
24. ASSIGNMENT.	24. 转让。
Vendor will not assign this PO or any monies due or to become due to it hereunder without Purchaser's prior written consent. Purchaser may, at its sole option and without Vendor's consent, assign this PO to any other member of the World Bank Group.	没有买方的书面许可，卖方不得转让此订单、应付或将付款项。买方可单方面决定将此订单转让给世界银行集团成员，而无需获得卖方同意。
25. DISPUTES.	25. 争端。
Any dispute, controversy or claim arising out of or relating to this PO, or the breach, termination, or invalidity of this PO, will be settled exclusively by arbitration in accordance with the UNCITRAL Arbitration Rules. The seat of the arbitration will be Washington, D.C., USA. Any resulting arbitral decision will be final and binding. Pending final	任何与此订单相关或与违反、终止此订单或此订单失效相关的争端、争议或索赔，将根据联合国国际贸易法委员会（UNCITRAL）仲裁规则独家解决。仲裁地点为美国华盛顿特区。仲裁结果应是最终的并对双方具有约束力。在等待与此订单相关的索赔、争端或诉讼

<p>resolution of any claim, dispute, or action arising under or related to this PO, Vendor will, if requested by Purchaser, proceed diligently with the performance of this PO. This PO will be governed by and construed in accordance with the UNIDROIT Principles of International Commercial Contracts (2016).</p>	<p>的最后裁决时，如果买方要求，卖方应继续竭诚履行此订单的任务。本订单将受联合国国际贸易法委员会《国际商事合同通则》（2016年）管辖，并据其解释。</p>
<p>26. FORCE MAJEURE.</p>	<p>26. 不可抗力。</p>
<p>Neither party will be liable for a failure or delay in performance of its obligations under this PO to the extent caused by unforeseen circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war. For the avoidance of doubt, insufficiency of funds, financial distress, changes in market prices or conditions, or other forms of hardship will not constitute unforeseen circumstances beyond a party's reasonable control.</p>	<p>任何一方均不对因超出其合理控制范围的不可预见情形（包括天灾、自然灾害、恐怖主义、暴乱或战争）导致未能或延迟履行其在本订单项下义务而承担任何责任。为免生疑问，资金不足、财务困境、市场价格或条件变化或其他形式的困难均不构成超出一方合理控制范围的不可预见情形。</p>
<p>27. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.</p>	<p>27. 整个协议和优先顺序。</p>
<p>This PO, together with any Purchaser documents referenced in this PO, constitutes the sole and entire agreement of the parties with respect to the subject matter of this PO, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral, with respect to such matters. This agreement expressly excludes and prevails over any of Vendor's general terms and conditions of sale or any other document issued by Vendor in connection with this PO. In the event of a conflict in the documents that comprise this agreement, any specific terms on the face of this PO and these General Terms and Conditions will govern.</p>	<p>此订单连同订单中所引用的任何买方文件一起构成卖方与买方之间关于本订单标的完整和专属的协议，并且取代所有先前或同时与此类事项有关的书面和口头理解、协议、谈判、陈述、保证和通信。本协议明确排除并优先于卖方的任何一般销售条款和条件或卖方发布的与本订单有关的任何其他文件。如果构成本协议的文件之间存在任何冲突，则以本订单中的任何特定条款以及该类一般条款和条件为准。</p>
<p>28. MODIFICATIONS.</p>	<p>28. 修订。</p>
<p>Purchaser may issue written changes to this PO. Such written changes will constitute offers and will be deemed accepted by Vendor in accordance with section 2 above. No modification of this PO will be valid unless in writing and signed by an authorized representative of Purchaser. Vendor may not change any aspect of this PO without Purchaser's prior written consent.</p>	<p>买方可对该订单进行书面修订。此类书面修订将构成要约，并将根据上文第2条视为被卖方接受。未经买方授权代表作出书面签署，对该订单的任何修改均为无效。未经买方事先书面同意，卖方不得对此订单进行任何修订。</p>
<p>29. SEVERABILITY.</p>	<p>29. 可分割性。</p>
<p>If any provision of this PO is invalid, illegal or unenforceable, the remaining provisions of this PO will remain in full force and effect.</p>	<p>如果此订单内任何条款无效、非法或不可执行，将不影响其余条款的有效性。</p>
<p>30. NOTICES.</p>	<p>30. 通知。</p>
<p>All notices, consents, claims, demands, waivers, and other communications hereunder must be in writing, include the PO number, and be addressed (a) if to Purchaser, via email to World Bank Group at corporateprocurement@worldbank.org, and (b) if to Vendor, to Vendor at the address or email address set forth in this PO. Any notices or other communications to Purchaser in connection with sections 22 or 25 of this PO must also be sent, via email, to legal-notices@worldbank.org.</p>	<p>本订单项下的所有通知、同意、索赔、要求、弃权和其他通信必须采用书面形式，包括订单编号，并发送至：(a) 如果发送给买方，则发送电子邮件至世界银行集团（corporateprocurement@worldbank.org）；以及(b) 如果发送给卖方，则发送至卖方在本订单中的地址或电子邮箱。与本订单第22条或第25条有关的任何通知或其他与买方的通信也必须发送至 legal-notices@worldbank.org。</p>

31. LANGUAGE.	31. 语言。
This PO is executed in English, which is the binding and controlling language for all matters relating to the meaning or interpretation of this PO.	本订单采用英文，有关此订单的含义或诠释事宜，皆以英文为准。
32. RIGHTS AND BENEFITS EXTEND TO THE WORLD BANK GROUP.	32. 世界银行集团的权利和利益。
Any benefits or rights, including any licenses, provided or granted by Vendor to the Purchaser under this PO will be deemed benefits and rights of all members of the World Bank Group.	卖方根据本订单向买方提供或授予的任何利益或权利，包括任何许可，将被视为世界银行集团所有成员的利益和权利。
33. NO THIRD PARTY BENEFICIARIES.	33. 没有第三方受益人。
Except as set out in section 32 above, this PO is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.	除上文第32条规定外，此订单仅用于双方及其各自继任者以及许可受让人的利益，订单中任何明示或暗示的规定均不得有意或将授予任何其他个人或实体任何法律或衡平法赋予的权利和补救措施，不论何种性质。
34. NO WAIVER.	34. 无弃权。
Any waiver of rights under this PO must be express and in writing. Neither party will be considered to have waived any rights by not exercising, or delaying the exercise of, such rights under this PO.	对本订单下任何权利的放弃必须采用书面形式明确表示。任何一方均不会因不行使或延迟行使本订单项下的此类权利而被视为放弃任何权利。
35. NO AGENCY.	35. 无代理。
This PO does not create any agency, partnership, or joint venture between the parties, nor does it create a relationship of employer and employee between Purchaser and Vendor or between Purchaser and any of Vendor's employees.	本订单不会构成双方之间的代理关系、合伙关系、合资关系，也不构成买方与卖方之间或买方与卖方任何员工之间雇主与员工的关系。
36. SURVIVAL.	36. 继续有效。
Any provisions of this PO which by their nature should apply beyond the term of this PO will remain in force after any termination or expiration of this PO including the following sections 11 (Confidentiality), 12 (Use of Purchaser's Name), 18 (Personal Data), 19 (Audit), 20 (Indemnification), 25 (Disputes), 30 (Notices), 37 (Preservation of Immunities).	根据其性质应在本订单到期后适用的任何条款将在本订单终止或到期后继续有效，包括第11条（保密）、第12条（买方名称的使用）、第18条（个人数据）、第19条（审计）、第20条（赔偿）、第25条（争端）、第30条（通知）和第37条（保留豁免权）。
37. PRESERVATION OF IMMUNITIES.	37. 留豁免权。
Nothing herein constitutes a limitation upon or a waiver of the privileges and immunities of Purchaser or any other member of the World Bank Group, which privileges, and immunities are specifically reserved.	此处任何规定都不构成对买方或任何其他世界银行集团成员特别保留的特权和豁免权的限制和放弃。