

Conditions of Purchase/采购条件

1. **The Parties; Entire Agreement.** The Agreement between Buyer and Supplier consists of (i) the written, properly executed contract between Supplier and Buyer, if any (the “Contract”); (ii) any purchase order issued by Buyer that references these Conditions of Purchase (the “PO”), and (iii) these Conditions of Purchase. “Buyer” means the Eastman entity identified as the buyer in the PO or the Contract, and Supplier means the entity identified as the seller, supplier, or contractor in the PO or the Contract. The Agreement constitutes the entire agreement between Buyer and Supplier with respect to the Deliverables. In the event of a conflict between any of the documents listed above, the Contract will have precedence, followed by the PO, and then these Conditions of Purchase. The Agreement cannot be amended or modified except in a writing which explicitly identifies itself as an amendment to this Agreement and is signed by duly authorized representatives of Buyer and Supplier.

缔约方；协议的全部内容。 买方与供应商之间达成的协议包括：(i) 由供应商与买方正式签署的书面合同（若有）（下称“合同”）；(ii) 买方签发并援引本《采购条件》的任何采购订单（下称“采购订单”）；以及 (iii) 本《采购条件》。“买方”是指指在采购订单或合同中被列为买方的 Eastman 实体，“供应商”则是指指在采购订单或合同中被列为卖方、供应商或承包商的实体。本协议构成买方与供应商就可交付成果达成的完整协议的内容。如果上述任何文件之间存在冲突，则优先以合同为准，采购订单次之，最后为本《采购条件》内容。对本协议作出的任何修订或变更，都必须以书面形式明确注明为本协议的修订内容，并经买方和供应商各自正式授权的代表签署后方可生效。

2. **Acceptance.** These terms apply to all purchases of goods, services, and related deliverables (each a “Deliverable” and collectively, the “Deliverables”) and shall become binding upon acceptance by Supplier by any expression of acceptance or commencement of performance. Any terms and conditions proposed by Supplier in acknowledging or accepting these terms shall be void and have no effect.

接受。 本文中的条款适用于所有货物、服务及相关可交付成果（以下统称“可交付成果”）的采购，且这些条款一经供应商以任何形式表示接受或开始履行，即具有约束力。供应商在确认或接受本文中的条款时提出的任何条款和条件均属无效且不具效力。

3. **Termination.** Buyer reserves the right to cancel any portion or all of the PO upon written notice to Supplier. Upon receipt of such notice, Supplier shall stop all work and deliver to Buyer all deliverables, and corresponding documentation, developed prior to the date of termination. Buyer shall pay Supplier’s actual cost for work performed through the termination date.

终止。 买方保留在向供应商发出书面通知后取消采购订单的全部或任何部分的权利。供应商收到该通知后，应停止所有工作，并将终止日之前已开发的所有可交付成果及相关文件交付给买方。买方应向供应商支付截至终止日已完成工作的实际费用。

4. **Invoice Payments.** Payment terms are 90 days from receipt of a correct and undisputed invoice, and invoices are paid according to Buyer’s standard payment disbursement process. Such practice may result in minor deviations from cited payment terms.

发票付款。 付款期限为自收到准确无误且无争议的发票之日起 90 天，发票应根据买方的标准付款流程进行支付。该等做法可能会导致与引用的付款条款略有偏差。

5. **Change in Scope.** Any changes in the scope of Supplier’s services that result in increases or decreases in the value of the PO must have the prior written agreement of the Buyer’s Procurement Representative and Supplier. Buyer is not required to reimburse Supplier for any services performed or goods

provided that have not had prior written approval.

范围变更。会导致采购订单价值增加或减少的供应商服务范围的任何变动，均必须经买方采购代表与供应商事先达成书面协议。对于未经事先书面批准即履行的任何服务或提供的任何货物，买方无需向供应商偿付费用。

6. **Packaging & Freight Charges.** No charge will be allowed for packing, crating, freight, express, or other carrier charges, or cartage, unless designated in the Agreement.

包装费与运费。 除本协议中另有注明外，不得以打包、装箱、运费、快递费或其他承运人费用或搬运费的名义收取费用。

7. **Delivery.** Except as expressly stated otherwise in the Agreement, delivery shall be DDP (INCOTERMS® 2020) Buyer’s specified location as noted in the Agreement, with title and risk of loss of the goods passing to Buyer at the point of delivery.

交付。除本协议中另有明确规定外，交付方式应为 2020 版《国际贸易术语解释通则》(INCOTERMS® 2020) 中的“完税后交货”(DDP)，交货地点为买方在本协议中指定的地点，货物的所有权及灭失风险在交付点转移至买方。

8. **Time is of the Essence.** If delivery of goods, or performance of services, are not made at the time or times specified, or delivery is not made in the quantity or quantities specified, Buyer shall have the right, at its option, to cancel the PO or that part of same not so delivered. If Buyer accepts delayed delivery, the time of payment shall be extended accordingly.

时间因素至关重要。 如果未按规定的时间交付货物或履行服务，或未按规定数量进行交付，则买方有权自行选择取消采购订单或其中未交付的部分。如果买方接受延迟的交付，则付款时间也将相应地延迟。

9. **Inspection and Quality.** Deliverables are subject to inspection, testing, and approval by Buyer before acceptance. Deliverables must conform to the specification listed in the Agreement and no deviations or substitutions are permitted without written authorization from Buyer. Supplier shall not change the source of any raw materials, manufacturing method or manufacturing location, or any other factor which may affect the quality of goods supplied hereunder without Buyer’s prior written approval. Supplier’s weight and/or other measurements shall be conclusively binding, unless demonstrated to be in error. Supplier’s laboratory analysis and methods shall determine whether Product specifications have been met and are conclusively binding, unless Buyer demonstrates that Supplier’s analysis report is erroneous.

检验与质量。 可交付成果须经买方检验、测试及批准后方可视为已验收。可交付成果必须符合本协议中所列明的规范，且未经买方书面授权不得有任何偏差或替换。未经买方事先书面批准，供应商不得更改任何原材料来源、制造方法或制造地点，或其他可能影响本协议项下所提供货物质量的因素。除被证明有误外，供应商提供的重量和/或其他测量数据具有最终约束力。除买方证明供应商的分析报告有误外，产品是否符合规范应以供应商的实验室分析及方法为准，且该分析及方法具有最终约束力。

10. **Returns.** Any Deliverables delivered in excess of the amount called for by the Agreement and any defective or non-conforming Deliverables delivered hereunder, may be refused and returned at Supplier’s expense.

退货。 任何超出协议规定数量的可交付成果，以及任何存在缺陷或不符合要求的可交付成果，均可能被拒收并退回，费用由供应商承担。

11. **Warranty: Goods.** Supplier warrants for a period of 12 months following start of use or 18 months from receipt, whichever occurs

first, that the goods described herein will be free of defects in workmanship, design, materials, and title, and notwithstanding anything herein to the contrary, will conform to all applicable proposals, specifications, instructions, drawings, data, descriptions, and samples, and will be new, of good and merchantable quality, and fit and sufficient for the purpose intended.

保证：货品。 供应商保证自开始使用之日起 12 个月内或自验收之日起 18 个月内（以两者之间较早者为准），本文所述货物在工艺、设计、材料和所有权方面均无缺陷，且尽管本协议中可能有任何相反的规定，货物均符合所有适用的方案、规范、说明、图纸、数据、描述和样品，并且为全新状态、具备良好适销的品质，且适合并可满足预期用途。

12. **Warranty: Services.** Supplier warrants the services described herein for a period of 12 months following acceptance by Buyer. Supplier will perform services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and Supplier shall be responsible for the professional quality, technical accuracy, and completeness of the services. Notwithstanding anything herein to the contrary, Supplier warrants that services will conform to all applicable proposals, specifications, instructions, drawings, data, and descriptions. Prior to beginning non-warranty repairs, Supplier shall advise Buyer of the estimated repair cost and cost for replacement, and Buyer may choose to have the product repaired, replaced, or returned “as-is”. Unless otherwise approved in writing by Buyer, repair components furnished by Supplier shall be new and of the most suitable grade for the purpose intended. If equipment and/or materials related to the repairs are stored at Supplier’s facility, Supplier shall mark the items as Buyer’s property and acknowledge that Buyer retains ownership of such items. Supplier shall indemnify Buyer for any damage or loss of the Deliverable while in the care, custody and control of Supplier, regardless of the reason for such damage or loss. All warranty work shall be accomplished within the mutually agreed time.

保证：服务。 供应商保证，自买方验收之日起，为本文所述服务提供为期 12 个月的保证。 供应商将依照当前行业公认的适用专业标准，精心、精湛、勤力地完成服务，并且供应商应当对专业品质、技术精度及服务完整度负责。 尽管本协议中可能有任何相反的规定，供应商保证其服务均符合所有适用的方案、规范、说明、图纸、数据与描述。在修理已过保证期的产品之前，供应商应告知买方预估的修理费用与替换费用，买方也可选择修理或替换该产品，或者要求供应商将产品维持原状退回。除买方另行书面批准外，供应商提供的维修组件应为全新状态，且须为最适合预期用途的等级。如果与维修相关的设备和/或材料存放于供应商的设施内，供应商应将其明确标记为买方财产，并承认买方保留对该等物品的所有权。对于产品在归供应商照看、保管及控制期间发生的任何损害或损失，供应商应向买方进行赔偿，无论该等损害或损失是由什么原因造成。所有质保工作都应在双方约定的时间内完成。

13. **Intellectual Property Rights.** If the Deliverables or their documentation are subject to intellectual property rights, Supplier agrees that upon delivery Buyer acquires a non-exclusive, world-wide, royalty free, perpetual, irrevocable license to use such intellectual property rights as they relate to Buyer’s use or possession of such Deliverable.

知识产权。 如可交付成果或其文档受知识产权保护，则供应商同意，自交付之日起，买方即获得一项非独占、适用于全球范围、免使用费、永久且不可撤销的许可，以使用与买方使用或持有该等可交付成果相关的上述知识产权。

14. **Nondisclosure.** All information that Buyer discloses to Supplier or that Supplier observes or acquires relating to Buyer and its business, and any information or work product generated by Supplier in connection with the Agreement is the confidential and proprietary information of Buyer (“Confidential Information”). Supplier shall restrict access to Confidential Information to

employees who are necessary to fulfill Supplier’s obligations under the Agreement and shall not (a) disclose Confidential Information to other third parties without the written consent of Buyer, or (b) use Confidential Information for any purpose other than delivery of goods or services according to the Agreement. These restrictions shall cease to apply as to any specific portion of Confidential Information which (i) is in the public domain, not due to the fault of Supplier, (ii) is received from a third party, wherein the third party was not obligated to keep the information confidential, or (iii) is known by Supplier prior to its receipt from Buyer. Supplier may disclose Confidential Information to appropriate government authorities, if Supplier promptly notifies Buyer of such obligation and reasonably cooperates with Buyer to ensure confidential treatment of the Confidential Information so produced or disclosed. Suppliers Confidential Information obligations shall continue and survive termination or expiration of the Agreement. Confidential Information shall be returned upon request by Buyer.

保密。 买方向供应商披露或供应商观察到或获取的与买方及其业务有关的所有信息，以及供应商因履行本协议而生成的任何信息或工作成果，均为买方的机密和专有信息（下称“机密信息”）。供应商应将机密信息的访问权限限制在履行供应商在本协议项下义务所必需的员工范围内，且不得：(a) 在未经买方书面同意的情况下向其他第三方披露机密信息，或 (b) 将机密信息用于除根据本协议交付货物或服务之外的任何其他目的。但对于以下机密信息的特定部分，上述限制将不再适用：(i) 因非供应商过错而进入公有领域的信息；(ii) 从第三方获得的信息，且该第三方对该信息不负有保密义务；或 (iii) 供应商在从买方处获得之前已知悉的信息。供应商可向适当的政府机构披露机密信息，但前提是供应商应及时向买方告知该等义务，并应合理配合买方，确保对所生成或披露的该等机密信息进行保密处理。供应商对机密信息的保密义务在本协议终止或期满后仍然有效。当买方提出要求时，供应商应归还机密信息。

15. **Indemnity.** Supplier shall assume Buyer’s defense and indemnify and hold Buyer harmless from any costs, damages (including damage to property or the environment), injuries (including injury to, illness or death of persons), liabilities, claims (including copyright, patent, and trade secret infringement), settlements, demands, lawsuits, penalties, interest, taxes or liens which Buyer may incur, be found liable for or is required to pay (collectively, “Claims”) which arise out of Buyer’s use, possession, sale, or delivery of the Deliverables under this Agreement. THIS PROVISION WILL REQUIRE SUPPLIER TO INDEMNIFY AND DEFEND BUYER FOR CLAIMS CAUSED BY BUYER OR BUYER’S EMPLOYEES’ NEGLIGENCE WHEN SUCH CLAIMS ARISE OUT OF THE JOINT OR CONCURRENT NEGLIGENCE OF (i) SUPPLIER AND SUPPLIER’S EMPLOYEES (INCLUDING SUPPLIER’S SUBCONTRACTORS AND THEIR EMPLOYEES) AND (ii) BUYER AND BUYER’S EMPLOYEES. HOWEVER, SUPPLIER WILL NOT BE REQUIRED TO INDEMNIFY BUYER TO THE EXTENT THAT THE CLAIM IS (i) THE RESULT OF BUYER OR BUYER’S EMPLOYEES’ SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OR (ii) SUPPLIER’S COMPLIANCE WITH BUYER’S WRITTEN INSTRUCTIONS OR SPECIFICATIONS.

赔偿。 供应商应维护、赔偿买方并使其免于承担因使用、持有、销售或交付本协议项下的可交付成果而产生的任何成本、损害（包括财产或环境损害）、伤害（包括人身伤害、疾病或死亡）、责任、索赔（包括版权、专利及商业秘密侵权）、和解、要求、诉讼、罚金、利息、税款或留置（以下统称“索偿”）。如果该等索偿源于 (i) 供应商及其雇员（包括供应商的分包商及其雇员）与 (ii) 买方及其雇员的共同疏忽或并行疏忽，则即使该等索偿部分地因买方或其雇员的疏忽所造成，供应商仍应根据本条款赔偿及维护买方。然而，如果索偿 (i) 完全因买方或其雇员的单独疏忽或故意不当行为所导致，或 (ii) 源于供应商对买方书面指示或规范的遵守，则供应商无需承担对买方的赔偿责任。

16. **Insurance.** Supplier shall be solely responsible for providing all of its own insurance and shall at all times maintain such insurance in the types and amounts for the contractual liabilities assumed herein including, without limitation, automobile, general liability and workers' compensation as will protect it: (i) from claims under workers' compensation acts; (ii) from any claims for damages, for injuries, including death, either to its employees, subcontractors or others; and (iii) from claims on account of property damage which may arise in connection with this Agreement, whether performed by Supplier or by its subcontractors or anyone directly or indirectly employed by either of them. Supplier shall furnish to Buyer proof of insurance upon request. Supplier waives all right of recovery or subrogation with respect to damages, losses or claims, whether or not paid under any of the insurance it maintains.

保险。供应商应独自负责投保自身的全部保险，并应就本协议中供应商所承担合约责任始终保持相应险种和投保金额的保险，投保险种包括但不限于可在以下各项对其提供保护的车险、一般责任险及工伤赔偿险：(i) 依据工伤赔偿法案提出的索偿；(ii) 针对因雇员、分包商或其他人员的人身伤害（包括死亡）导致的损害赔偿提出的任何索偿；以及 (iii) 与本协议有关的财产损害所导致的索偿，无论该等损害是由供应商或其分包商造成，或是由任何一方直接或间接雇佣的任何人员造成。供应商须应要求向买方提供保险证明。对于损害、损失或索赔，供应商放弃所有追偿权或代位求偿权，无论这些赔偿是否由其投保的保险支付。

17. **Limitation of Liability.** In no event shall Buyer be liable for incidental, indirect, special, consequential, or punitive damages, even if Buyer knew or should have known of the possibility of such damages.

责任限制。在任何情况下，买方均不对附带性、间接性、特殊性、衍生性或惩罚性的损害承担责任，即使买方知晓或应该知晓该等损害发生的可能性。

18. **Force Majeure.** Supplier shall not be held responsible for failure or delay in shipping nor Buyer for failure or delay in accepting Deliverables described herein if such failure or delay is due to act of God, war, federal or state legislation or any regulations or orders thereunder, fire, strike, differences with workmen, accident, inability to obtain containers or raw materials, or other causes, either similar or dissimilar to the foregoing, beyond their control; provided, however, that any shipments made by Supplier before receipt of written notice from Buyer that the latter cannot accept shipments because of any such cause, shall be accepted and paid for. In the event of any such excused interference with shipments, Buyer shall have the option either to reduce the quantity provided for in this Agreement accordingly or to exercise its right of cancellation under this Force Majeure Condition.

不可抗力。如果因天灾、战争、联邦或州立法或据此颁布的任何法规或命令、火灾、罢工、劳资纠纷、事故、无法获得集装箱或原材料，或与上述原因相似或不相似的其他超出双方控制范围的原因，导致供应商未能发货或延迟发货，或导致买方未能接收或延迟接收本文所述的可交付成果，双方均不承担责任；但是，对于供应商在收到买方发出的因任何该等原因无法接收货物的书面通知之前发出的任何货物，买方均应接收并支付款项。如果出现任何该等不可抗力因素对货物运输造成影响的情况，买方有权选择相应地减少本协议中的数量，或根据本不可抗力条件行使其取消的权利。

19. **Buyer Code of Conduct.** Buyer's expectations regarding suppliers' ethical conduct are described in its Code of Business Conduct and the document "Doing Business With Eastman - Third Party Code of Conduct," which are available at investors.eastman.com/governance/governance-documents/Code-of-Conduct/default.aspx.

买方行为准则。买方对供应商道德行为的期望详见其《商业行为准则》及《与伊士曼开展业务——第三方行为准则》文件，上述文件

可在 investors.eastman.com/governance/governance-documents/Code-of-Conduct/default.aspx 查阅。

20. **Compliance with the Law.** Each party shall comply with all applicable laws, rules and regulations including, without limitation, all environmental, health and safety laws, the U.S. Foreign Corrupt Practices Act, , all applicable child labor laws and regulations, and government export control laws. to the extent applicable, any United States Government Flow Down requirements applicable to the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulation Supplement ("DFARS").

遵守法律。各缔约方应遵守所有适用的法律、法规和规章，包括但不限于所有环境、健康和安全生产法律、《美国反海外腐败法》、所有适用的童工法律和法规以及政府出口管制法律。在适用范围内，各缔约方还应遵守适用于《联邦采购条例》（简称“FAR”）及《国防部联邦采购条例补充条款》（简称“DFARS”）的任何美国政府逐级下传的要求。

21. **Conflict Minerals.** Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, HR 4173, Section 1502, Buyer requires all suppliers to notify Buyer in writing of any tin, tungsten, tantalum, and gold ("3TG") sourced from the Democratic Republic of Congo or adjoining countries which are used in materials supplied to Buyer. Supplier certifies that such 3TG minerals are not necessary to any products supplied under this order or that the products supplied under this order do not contain 3TG minerals that originate from the Democratic Republic of the Congo or adjoining countries.

冲突矿产。根据《多德-弗兰克华尔街改革和消费者保护法》（HR 4173）第 1502 条的规定，买方要求所有供应商以书面形式向买方告知其向买方供应的材料中所使用的源自刚果民主共和国或其邻国的锡、钨、钽和金（简称“3TG”）。供应商保证，该等 3TG 矿产并非本订单项下任何产品的必要成分，或者本订单项下供应的产品不含原产于刚果民主共和国或其邻国国家的 3TG 矿产。

22. **Anti-Bribery.** Supplier shall maintain its ethical conduct and avoid any activity that might result in a violation of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or any other similar applicable law. In the event Buyer believes, in good faith, that Supplier has violated the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other similar applicable law, this Agreement shall be terminated immediately. Buyer and Supplier intend that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

反贿赂。供应商应遵守其道德准则，并应当避免任何可能违反美国反海外腐败法、英国反贿赂法或其他该等适用法律的行为。如果买方基于诚信原则认为供应商违反了美国反海外腐败法、英国反贿赂法或其他该等适用法律，则本协议应立即终止。买方与供应商的意图为：不得进行任何具有下列目的或效果的款项支付或价值输送：公职贿赂或商业贿赂、对于勒索、回扣的接受或默许、为获取业务而进行的其他非法或不正当手段。

23. **Onsite Access.** Any representative of Supplier working unescorted on Buyer's premises under the Agreement must have a valid contractor pass, which requires a background check and safety training, before being allowed entry onto Buyer's premises and shall comply with all of Buyer's rules, regulations, policies, and procedures. No firearms, explosives, or fireworks are permitted on Buyer premises. Buyer prohibits the possession, use, or being under the influence of drugs or alcohol while on Buyer's premises.

If as a good Samaritan, Buyer furnishes emergency medical first aid treatment to Supplier's employees, Supplier shall indemnify and save harmless Buyer, its employees, and agents, from all

claims, damages, liability, and expense (including attorney's fees) whatsoever, in any way attributable to or in connection with the performance of emergency first aid treatment, except when injury, damage, or death is caused by the gross negligence or willful misconduct of Buyer.

现场准入。根据本协议在买方场所无人陪同的情况下工作的任何供应商代表,在获准进入买方场所前,必须持有有效的承包商通行证(获取该通行证需通过背景调查及安全培训),并且应遵守买方所有规则、规章、政策及程序。买方场所内禁止携带枪支、爆炸物或烟花爆竹。买方禁止在任何人买方场所内持有、使用毒品或酒精,或处于受毒品影响的状态。

如果买方出于善意为供应商的雇员提供了紧急医疗救助,供应商应赔偿并使买方及其雇员和代理人免于承担因实施紧急医疗救助而引起的或与之相关的任何索偿、损害、责任及费用(包括律师费),但因买方的重大疏忽或故意不当行为而造成伤害、损害或死亡的情况除外。

24. **Data Protection and Privacy.** Buyer and Supplier respect the privacy of employees' personal information and represent that any personal information collected or received in the course of performance of this Agreement will be handled in compliance with all applicable data privacy laws and regulations. Supplier agrees to comply with Buyer's Data Security Requirements.

To the extent Supplier Deliverables fall under the scope of the General Data Protection Regulation (GDPR), Supplier acknowledges and accepts the terms contained in Buyer's Data Transfer Agreement. If and to the extent Supplier's Deliverables require Supplier to Process health information protected by the Health Insurance Portability and Accountability Act, Supplier acknowledges and accepts the terms contained in Buyer's Business Association Agreement.

数据保护与隐私。买方与供应商均尊重员工对个人信息的隐私权,并声明在执行本协议过程中收集或接收到的任何个人信息都将依照所有适用的数据隐私法律法规进行处理。供应商同意遵守买方的数据安全要求。

如果供应商可交付成果属于《通用数据保护条例》(GDPR)的适用范围,则供应商承认并接受买方《数据传输协议》中的条款。如果供应商可交付成果要求供应商处理受《健康保险流通与责任法案》(HIPAA)保护的健康信息,则供应商承认并接受买方《业务合作协议》(Business Association Agreement)中的条款。

25. **Publicity.** Neither party shall use the other party's name, image, or likeness without the written consent of the other party.

宣传。缔约双方未经另一方书面同意,均不得使用对方的名称、形象或肖像。

26. **Assignment.** This Agreement and all rights and obligations hereunder may not be assigned without the written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed.

转让。未经另一方书面同意,本协议及其项下所有权利和义务均不得转让,且另一方不得无理地拒绝同意、无理地拖延同意,也不得无理地附加条件。

27. **Governing Law.** This contract will be governed by and construed under the laws of People's Republic of China. Any disputes arising from or in connection with this contract shall be submitted to Shanghai International Arbitration Center ("SHIAC") for arbitration in accordance with its arbitration rule in effect at the time of applying for arbitration. The UN Convention for the International Sale of Goods does not apply to this contract.

准据法。本合同应以中华人民共和国法律为准据法及解释依据。凡因本合同引起或与本合同有关的任何争议,均应提交上海国际仲裁中心(简称“SHIAC”),并按照申请仲裁时该中心现行有效的仲裁规则进行仲裁。《联合国国际货物销售公约》不适用于本合同。