

# 通用采购条款和条件

## General Terms of Purchase

### General Terms of Purchase of Schuler (Dalian) Forming Technologies Co., Ltd. & Schuler (China) Co., Ltd. 舒勒(大连)和 舒勒(中国)通用采购条款和条件

#### § 1 General information – scope

##### 第1条 概况-范围

- (1) These Terms of Purchase shall apply exclusively to our entire business transactions with suppliers or other contractors (hereinafter jointly referred to as “Suppliers”). We hereby object to sales and delivery terms as well as other business terms of the Supplier. They shall not be applied. This shall also apply insofar as the sales and delivery terms or other business terms of the Supplier feature contents in the regulations, which go beyond the regulation contents of these Terms of Purchase. Our Terms of Purchase shall also apply if we accept the delivery or service of the Supplier without reservation with the knowledge of contradictory terms of the Supplier or terms of the Supplier which deviate from our Terms of Purchase.

本采购条款仅适用于我方与供货商或其他承包方（以下合称“供货商”）之间的所有业务交易。针对供货商的各项销售与交货条款以及其他业务条款，我方在此不予接受。此类供货商条款不予适用。即便供货商的销售与交货条款以及其他业务条款中含有的法规内容有别于本采购条款含有的法规内容，此类供货商的销售与交货条款以及其他业务条款亦不得适用。如我方毫无保留意见地接受供货商交付的货物或服务，并且知悉供货商存在相反规定或供货商各项条款与我方的采购条款有所不同，仍应适用我方的采购条款。

- (2) All agreements, which are reached between us and the Supplier for the purpose of executing this contractual relationship, are to be recorded in writing.

我方为建立合同关系而与供货商达成的所有协议均以书面形式记录。

- (3) These Terms of Purchase shall only apply towards business establishments and not to end-consumers.

本采购条款仅适用于商业机构，不适用于最终消费者。

- (4) These Terms of Purchase shall also apply to all future business with the Supplier. We are entitled to change these Terms of Purchase with effect for the future whole business relationship with the Supplier after a corresponding notification. The notification will be given in writing. If the Supplier does not object to the changes reported in the notification within 6 weeks after receipt of the notification by it then the modified Terms of Purchase shall be deemed as recognized and accepted by the Supplier. We will inform the Supplier of this legal consequence in our notification.

本采购条款亦适用于未来与供货商之间开展的所有业务。在发出相关通知后，我方有权变更本采购条款，且此类变更的效力覆盖日后与供货商之间的整个业务关系。上述通知以书面形式作出。如供货商在收到通知后的 6 周内不反对通知所载的各项变更，则视为供货商已确认并接受修改后的采购条款。我方将在我方发出的通知中告知供货商此类法律后果。

- (5) If a framework agreement exists between the Supplier and us, these Terms of Purchase shall apply both to this framework agreement as well as to the individual orders insofar as not explicitly otherwise agreed in writing in the corresponding framework agreement.

如我方与供货商之间存在框架协议，并且在相关框架协议中未明确作出其他书面约定的，则该框架协议以及各单项订单应适用本采购条款。

- (6) Should one of the provisions of these Terms of Purchase be or become invalid this shall have no effect on the validity of the contractual relationship on the whole. The statutory regulation shall then apply instead of the invalid provision. In

no way shall the invalid provision be replaced by business terms of the Supplier

如本采购条款的任何条文无效或归于无效，整体合同关系的有效性不受此影响。随后应以法律规定替代此类无效条文。禁止以供货商的业务条款替代此类无效条文。

#### § 2 Order - order documents

##### 第2条 订单-订单文件

- (1) An order shall only be deemed as placed if it has been prepared by us in writing (also by telex or by e-mail). Oral orders or orders by telephone are only binding for us if we subsequently confirm these in writing within the meaning of Sentence 1. Enquiries on our part are without obligation and non-binding for the executed conclusion of the contractual relationship.

只有在我方以书面（含电传或电子邮件）形式制备好订单的情况下，方视为下达订单。口头订单或电话订单仅在我方按照本款第一句定义的书面形式随后予以确认之后方对我方具有约束力。我方的询盘并不表示我方有义务或由此受到约束而须达成合同关系。

- (2) The Supplier undertakes to give us confirmation in writing, by fax or e-mail within a period of 1 week after issuance of our order indicating its acceptance thereof. If the Supplier does not inform us of its acceptance within 1 week after issuance of an order by us, the Supplier shall be deemed to have accepted such order.

供货商承诺：在我方下达订单后的 1 周内，通过传真或电子邮件形式向我方发送声明其接受此类订单的书面确认函。如供货商在我方下达订单后的 1 周内未告知我方接受此类订单，视为供货商已接受此类订单。

- (3) With the acceptance of the order the Supplier acknowledges that it has informed itself by inspecting the available documents of the type of the execution and scope of the service referred to in the respective order. No obligation exists for us in case of obvious errors, typing and calculating mistakes in the documents submitted by us, etc. The Supplier undertakes to inform us of such errors so that our order can be corrected correspondingly. This shall apply accordingly in the event of the absence of documents.

接受订单后，供货商承认：通过检查可获取的资料其已自行了解相关订单中所提述的订单执行类型及服务范围。如我方提交的文件中存在任何明显错误以及打印和计算错误等，我方对此概不负责。供货商承诺告知我方此类错误，使我方订单能够得以相应地更正。如存在文件缺失的情况，亦应相应适用上述规定。

- (4) We reserve the property rights and copyrights and any other rights to diagrams, drawings, calculations and any other documents and information furnished to the Supplier. They may not be made accessible to third parties without our explicit written consent. They are to be exclusively used for the production based on our order. They are to be returned to us without request after the order has been processed. They are to be kept secret towards third parties, the regulation in § 11 shall insofar additionally apply.

针对提供给供货商的图表、图纸、计算结果以及其他任何文件与资料，我方对其保留各项财产权利、著作权及其他所有权利。未经我方明确书面同意，任何第三方不能取阅上述文件资料。上述文件资料应排他性的用于与我方订单生产相关的用途。订单处理后，无须我方要求，应向我方归还上述文件资

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料。上述文件资料对第三方保密，就此另应适用第 11 条的规定。

- (5) With the acceptance of the order, the Supplier acknowledges the regulations for third party companies concerning the conduct on our business site or in our rooms, which it must access in order to carry out the order, if applicable. When entering our business site or our rooms, the Supplier will sign corresponding guidelines in case such exist for the corresponding business site or the corresponding rooms.

就接受订单而言，供货商认可我方针对第三方在（为执行订单，必须进入的）我方经营场所或我方房间（如适用）开展活动所作的各项规定。供货商进入我方的经营场所或我方房间时，如存在有关此类经营场所或房间的相应行为准则，供货商将签署此类准则。

### § 3 Prices - invoices - terms of payment - assignment

#### 第3条 价格-发票-支付条款-转让

- (1) The price shown in the order is binding. All prices shown in the orders should indicate the net price and the applicable rate of value added tax (VAT) or any other taxes, as applicable, separately. Other secondary costs such as customs duties, insurance premiums and similar charges shall be for the account of the Supplier.

订单所示的价格具有约束力。订单中显示的全部价格应该分别标示净价以及适用相关税率的增值税或其他各项税费（如适用）。其他额外费用，例如关税、保险费及类似收费应由供货商承担。

- (2) In the absence of a deviating written agreement the price delivery "delivered duty paid" (DDP), shall also include the packaging crating, freight and/or any other shipping services to the place of delivery. Insofar as owing to a deviating written agreement we have to bear the shipping costs as an exception, the Supplier has to choose the mode of shipment stipulated by us, alternatively the mode which is most reasonable for us. Insofar as owing to a deviating written agreement we have to bear the packaging costs as an exception, the packaging costs are to be charged at the cost price whereby the Supplier has to choose the packaging type stipulated by us and to pay attention that the goods are well protected against dampness, moisture, shock, rust and rough handling or any other damages by the packaging and that the packaging meets all applicable technical, statutory and administrative regulations.

In any case, the Supplier shall be liable for any damage to the goods on account of improper packaging and for any rust and other damage attributable to inadequate or improper protective measures taken by the Supplier and in such case any and all direct and indirect losses and/or expenses incurred in consequence thereof shall be borne by the Supplier.

如没有书面协议作出不同规定，适用“完税后交货”（DDP）术语的交货价格应含有包装、装箱、货运和/或运至交货地点的其他各项货运服务费用。如有书面协议作出不同规定，作为例外，我方将承担货运费用，供货商须选择我方规定的或者对我方而言最为合理的货运方式。如有书面协议作出不同规定，作为例外，我方将承担包装费用，包装费用按成本价收取，供货商须选择我方规定的包装类型并注意货物均妥为保护，防潮、防湿、防震、防锈及粗暴搬运且不存在其他任何包装损坏，包装符合所适用的一切技术性、法律及行政规定。

由于缺乏妥善包装发生的货物损坏，采用不充分或不妥善的保护措施而造成的任何锈蚀，供货商应对此负责，并且承担由此产生的各项及全部直接和间接损失和/或费用。

- (3) At the latest upon payment, the Supplier shall provide us with an official tax invoice ("fapiao"). Invoices shall be issued separately for each order, stating the Schuler order number as shown in our order; the Supplier is responsible for all consequences occurring owing to the non-compliance with this obligation. Incidentally, the invoices must comply with the stipulations of the relevant regulations and administrative measures for invoices in the People's Republic of China ("PRC").

最迟在付款前，供货商应提供我方正式税务发票（“发票”）。应就每张订单分别开立发票，注明我方订单中所列的舒勒订单号；如不遵守该等义务，供货商应对由此引发的一切后果负责。此外，发票必须符合中华人民共和国（“中国”）有关发票的相关法规及行政措施的规定。

- (4) Unless otherwise expressly stipulated herein, all taxes, fees and other charges due in connection with the transactions provided for in these Terms of Purchase and which are levied by the competent authorities shall be borne by the parties according to the relevant legal stipulations.

除本采购条款另有明确规定外，双方应按照相关法律规定承担主管机关所征收的与本采购条款所指明的各项交易相关的所有应付税费、费用及其他收费。

- (5) We shall pay, provided that not otherwise agreed in writing and provided that these are not opposed by any rights on our part, the purchase price within 60 days after proper delivery, proper invoicing and after we have verified the goods or services. The above period shall commence upon receipt of invoice and upon delivery if goods or services are received after the invoice, but in no event prior to the agreed delivery dates. If the provision of a work service is the object of the contractual relationship, the acceptance of such work service and the work result shall replace the delivery.

在没有其他书面约定且我方不存在任何权利予以反对的情况下，我方应在妥为交货、妥为开立发票且已对货物或服务进行验收后的 60 天内支付采购净价。上述期间应自收到发票并且（如货物或服务在开立发票后才收到）交货后起算，但是无论如何均应早于约定的交货日期。如合同关系的标的是提供作业服务，则应将验收该等作业服务及作业成果视为交货。

- (6) We are entitled to rights to offset and of retention in the statutory scope.

我方有权依法行使抵销及保留之权利。

- (7) The assignment of claims of the Supplier from the contractual relationship with us is not permitted without our prior written consent. For the event that the Supplier has assigned a counter-claim against us to a third party we are entitled to pay to the Supplier with discharging effect against the third party.

事先未经我方书面同意，不得转让供货商针对与我方的合同关系所提起的各项申索。如果供货商向第三方转让针对我方的反申索，我方有权向供货商付款，以解除转予第三方的此类反申索。

### § 4 Delivery dates

#### 第4条 交货日期

- (1) The delivery date stated in the order is binding.

订单所载的交货日期具有约束力。

- (2) We have no obligation to accept the goods before expiry of the delivery date. In case of premature delivery we are entitled at our choice and at the costs of the Supplier to return the goods or to store these at its costs and risk.

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交货日期届满前，我方无义务收货。如提前交货，我方有权自行选择退回或存储货物，相关费用和风险由供货商承担。

(3) The Supplier undertakes to inform us immediately in writing if circumstances occur or become known to it, from which it can be derived that the agreed delivery date cannot be observed. 供货商承诺：如发生任何情形或据其所知能够推论无法在约定交货日期交货，其将立即以书面形式通知我方。

(4) If the Supplier, other than in circumstances of Force Majeure as defined herein, is delayed with the delivery of the goods or services, we are entitled, to claim a deduction from the contractually agreed price payable according to the contractual relationship or a monetary compensation from the Supplier. The said deduction or compensation shall be charged at 0.1 % of the contractually agreed price per calendar day of the delay. We are entitled to claim for the compensation in addition to performance. Our right to claim for further direct and indirect losses and for damages remains unaffected. Further, the Supplier shall indemnify and hold us harmless from and against all claims raised against us by our customers for reason that, due to the Supplier's delay, we failed to timely comply with our delivery obligations to our customers. An offsetting of the Supplier against such monetary compensation is only permitted with counter-claims which have been declared final and binding or counterclaims expressly recognized and accepted by us. 除本采购条款中定义的不可抗力之情形外，如供货商延迟交付货物或服务，我方有权要求扣减按照合同关系所约定应付的合同价格或者要求供货商提供金钱赔偿。每延迟一天交付货物或服务，上述扣减或补偿之金额应按照约定合同价格 0.1%收取。我方有权在要求履约的同时主张赔偿。针对日后直接和间接的损失及损害，我方对其求偿权不受影响。此外，针对我方客户因供货商延误致使我方未能按时向该等客户履行交货义务而向我方提出的各项权利主张，供货商应补偿我方并使我方免受损害。只有在已申明的反申索具有终局性及约束力或我方明确认可并接受反申索的情形下，方允许供货商对上述金钱赔款进行抵销。

(5) We shall be entitled to cancel any purchase order and/or terminate the contractual relationship by giving written notice to the Supplier without prior notice period, if the delivery of the goods is delayed, other than in circumstances of Force Majeure as defined herein, for a period of more than 30 (thirty) days.

除本采购条款中定义的不可抗力情形外，如交货延迟超过 30（三十）天，我方有权无须提前以书面形式通知供货商取消任何采购订单和/或终止合同关系。

### § 5 Passing of risk – documents

#### 第5条 转移风险-文件

(1) The delivery has, insofar as not otherwise agreed in writing, to be carried out as "Delivered Duty Paid" (DDP) as per the Incoterms 2010 to the location indicated in our purchase order or any other location stipulated by us in writing. 在没有其他书面约定的情形下，按照 2010 年版《国际贸易术语解释通则》中的“完税后交货” (DDP) 术语交货至我方采购订单中所示的地点或者我方另行书面约定的其他地点。

(2) Notwithstanding § 5 (1) above, the risk of loss and deterioration shall pass - even with agreed delivery "Ex Works" (EXW) as per Incoterms 2015 or shipment at our costs - with the arrival of the delivery in our company or the place of delivery stipulated by us.

尽管有上述第 5（1）条的规定，并且即便按照 2015 年版《国际贸易术语解释通则》“工厂交货” (EXW) 术语或者我方承担运费等约定方式交货，货物损毁的风险仍应在我方公司或在我

方规定的其他交货地点交货时转移。

- (3) The following documents have to be enclosed with the delivery of drawing parts: Original drawings, order specifications or bills of materials ("BOM"). Otherwise the delivery shall be deemed as not complete. Corresponding copies are to be enclosed with multiple deliveries of the same parts. 交付图纸零件时应同时交付下列文件：图纸原稿、订单规格或物料清单 ("BOM")。否则，视为交货不完整。分批交付相同零件时应同时交付相关文件副本。
- (4) The Supplier undertakes to exactly state our order number, our order position, the parts designation as well as the identification number on all shipping documents and delivery notes; if it fails to do this we shall not be responsible for delays in the processing.

供货商承诺：在所有货运文件及交货单上标明我方订单号、我方订单状态、零件名称以及识别号；如供货商未能如此执行，我方对因此造成订单处理环节延误不承担责任。

### § 6 Inspection of goods - product quality guarantee— liability for defects quality assurance - REACH

#### 第6条 货物检验-产品质保-针对缺陷承担的责任 质量保证 - REACH

- (1) We undertake to inspect the quantity, quality and specifications of the goods and to notify the Supplier in writing of any non-conformity, defects, discrepancies or irregularities thereto within seven (7) days from the receipt of the goods in our company or the place of delivery stipulated by us. Save for the defects covered by the product quality guarantee as provided for in § 6 (2) below, if we fail to conduct such inspection and fail to raise any claims regarding the quantity, quality or specifications of the goods within the above time limit, the goods shall be deemed to be in conformity with the contractual relationship. Save for the defects covered by the product quality guarantee as provided for in § 6 (2) below, if there are hidden defects in the goods that cannot be discovered upon a reasonable inspection of the goods, we shall notify the Supplier in writing within 14 (fourteen) days of the discovery of the hidden defects, however, in any case not later than 36 (thirty six) months after the delivery of the goods as set out in § 5 (1) above.

- (2) In case of any non-conformity, defects, discrepancies or irregularities as stipulated and notified above, the Supplier shall indemnify us and hold us harmless from and against all direct and indirect losses incurred by us and, at the Supplier's own costs and at our choice, either promptly replace the defective goods or make up the goods in short, repair the defective goods or reduce the purchase price accordingly. We will return all non-conforming goods to the Supplier if requested, at the Supplier's expense.

我方承诺：在我方公司或我方规定的交货地点收到货物后的 7（七）天内对该等货物的数量、质量与规格进行检验，并应书面通知供货商该等货物出现的各项不合格、缺陷、偏差或欠妥之处。除下文第 6（2）条规定的产品质量保证条款所涵盖的缺陷外，如我方在上述限期内未进行该等检验，亦未就该等货物的数量、质量或规格提出任何权利主张，则应视该等货物符合合同关系。除下文第 6（2）条规定的产品质量保证条款所涵盖的缺陷外，如对该等货物进行合理检验后无法发现其中隐藏的缺陷，我方应在发现隐藏缺陷后 14（十四）天内书面通知供货商，但无论如何，我方应在上述第 5（1）条所列的该等货物交付以后 36（三十六）个月内，通知供货商所发现的隐藏缺陷。

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如果出现上文规定及通知的任何不合格、缺陷、偏差或欠妥之处，供货方应就我方蒙受的所有直接损失与间接损失作出补偿，并使我方免受损害；并且供货方应，由我方选择，对存在缺陷的货物进行立即更换、补足短缺的货物、修补存在缺陷的货物、或相应地削减采购价格，相关费用由供货方承担。如应要求，我方将向供货方退还所有不合格的货物，相关费用由供货方承担。

### (3) Product Quality Guarantee

#### 产品质保

(a) The Supplier guarantees that for a period of 36 (thirty six) months commencing from the date of delivery to us or our customer, if shipped directly to such customer, that the goods are free of any defects or faults due to faulty materials or manufacturing, that they fully comply with the specifications as well as the quality standards stipulated by us, are developed and produced according to state-of-the-art technology and are usable for the use presumed as per contractual relationship to an unlimited extent as well as comply with the relevant statutory and official protection regulations which are applicable in the PRC. 供货方保证：在交货给我方或我方客户（如直接运抵该客户）之日后的 36（三十六）个月内，货物不存在材料问题或制造问题所致的任何缺陷或故障、完全符合我方规定的各项规范与质量标准、按照最新技术开发和生产、可以无条件的用于合同关系所推定的用途，并且符合所适用的中国各项相关政府部门规定及官方保护规定。

(b) In case of the provision of services by the Supplier, the respective warranty period shall be 36 (thirty six) months commencing from the date of acceptance of the services by us.

In case of installation services and the preparation of expert's opinions, the respective warranty period shall be 48 (forty eight) months commencing with the expiry of the year in which the delivery/acceptance has been carried out.

For spare parts, the respective warranty period commencing from the date of delivery of the spare parts shall be 36 (thirty six) months after delivery of the main object respectively receipt of the spare parts provided that these have not been delivered together with the main object.

For subsequently improved/repaired or newly delivered parts of the Supplier, the respective warranty period shall begin with the acceptance of the subsequent improvement/repair or the execution of the new delivery. 如供货方提供服务，相关质保期应为我方接受服务之日起算的 36（三十六）个月。

如涉及安装服务及安排专家咨询意见，相关质保期应为自发生交付/接受此类服务之年份届满后起算的 48（四十八）个月。

如涉及备件，自备件交付之日起算的相关质保期应为自主体产品交付后的 36（三十六）个月；如此类备件没有与主体产品一同交付的，则应为自收到此类备件后的 36（三十六）个月。

就供货方后续改进/维修或新开发的零件而言，相关质保期应自接受后续改进/维修或进行新交付之时起算。

(c) The Supplier undertakes to remedy any defect resulting

from faulty materials or workmanship provided that they have been raised by us within the guarantee period stated in this § 6 (2) above. Prior to returning any goods alleged to be defective, we will notify the Supplier in writing of the claimed defect and will include the model and lot/serial number of such goods, as well as the number and date of the invoice therefore. The Supplier will, at our option, refund the full purchase price or replace any goods that were defective at the time of delivery to us or that is subject to any other breach of any warranty by the Supplier. We will invoice the Supplier for, and the Supplier will promptly pay, all shipping, transportation, insurance and other expenses actually incurred in remedying defective goods that are under this guarantee. The Supplier shall indemnify us and hold us harmless from and against all direct and indirect losses incurred by us due to defective goods. 供货方承诺：在上文第 6（2）条所述的质保期内就我方提出因材料或工艺问题导致的任何缺陷进行补救。在退还宣称存在缺陷的货物之前，我方将书面通知供货方所指称的缺陷，以及该等货物的型号和批次/序列号、发票号及发票日期。供货方将，根据我方的选择，全额退还采购价格或者替换向我方交货时已存在缺陷的货物或替换涉及供货方以其他方式违反任何保证的货物。针对本保证项下因补救缺陷货物所实际产生的一切货运、运输、保险费用及其他各项开支，我方将向供货方开立发票，并且供货方将就立即予以支付。供货方应立即补偿我方因缺陷产品所引发的所有直接和间接的损失，并使我方免受损害。

(d) The Supplier shall further indemnify us and hold us harmless from and against all claims of customers and/or other third parties against us, including claims for indirect losses, by reason of defects in the goods. 此外，针对客户和/或其他第三方向我方提起的各项申索，包括申索因货物缺陷导致的间接损失，供货方应补偿我方并使我方免受损害。

(e) The Supplier undertakes that it will pass on to our customers the foregoing guarantee as set out in this § 6 (2). 供货方承诺：亦将对我方客户作出本第 6（2）条所列的前述保证。

(4) We are entitled to carry out the remedy of the defects ourselves at the costs of the Supplier if there is danger in delay or a special need for urgency. 如存在延误风险或因紧急情况存在特殊需要，我方有权自行补救缺陷，相关费用由供货方承担。

(5) If the order includes the production of cast pieces then the following shall apply in addition: Before the moulding, the Supplier shall examine the correspondence of model and drawing as well as the ability to carry it out using casting technology and will guarantee this. A subsequent objection by the Supplier due to a faulty construction is excluded.

如订单包括铸件生产，则还应额外适用以下条款：在制模前，供货方应检查并且将确保模型与图纸相符以及能就此使用铸造技术。在此之后，供货方不得因错误构造提出异议。

(6) The Supplier undertakes to document the constant quality assurance by suitable inspections and control, in particular before the delivery of any goods. It has to document these inspections and controls. We are entitled to convince ourselves of the type of the quality assurance and, for this purpose, to send or to appoint a third party to send inspectors to the site of the Supplier for random inspection and testing of the goods during regular working hours. The inspectors shall have the right to enter the premises of the Supplier at any time after prior notification. If applicable, the Supplier shall ensure that this also applies for the sub-suppliers of the Supplier, if any. In addition, we explicitly reserve the right to conclude a separate quality assurance agreement with the

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### Supplier.

供货商承诺：尤其在交货前，通过适当的检查与控制确保稳定的质量保证，并且须为此类检查与控制进行文件记录。我方有权知晓质量保证的类型并据此有权派出或委派第三方派出检查人员在正常工作时间去供货商所在地对货物开展现场随机检查和测试。经事先通知，检查人员有权随时进入供货商场地。如适用，供货商应确保上述规定亦适用于供货商的下属分供货商（如有）。此外，我方明确保留与供货商签署单项质保协议的权利。

- (7) The Supplier undertakes to only supply us goods which satisfy all requirements of the EU regulations (EC) 1907/2006 ("REACH") and (EC) 1272/2008 ("CLP regulations"). These obligations in particular include the registration and information obligations, if applicable, under REACH as well as the obligation for classification, marking and packaging of the CLP regulations. The Supplier shall make the necessary safety data sheets for substances and mixtures, if applicable, available to us free of charge upon request in order to determine the suitability of the materials. The Supplier shall send us, without request and free of charge, safety data sheets in time before the first delivery and once again as soon as relevant changes become necessary. In particular the satisfaction of the registration obligation and the transmission of actual and full safety data sheets are seen by us as an essential basis of all deliveries. The Supplier hereby now already indemnifies us from all recourse claims of third parties for the event that the safety data sheets were not delivered, delivered with delay or with faults. In the event of the delivery with goods according to the definition of REACH, the Supplier undertakes to only supply us with goods with which the contents of substances of very high concern of the "list of candidates" of the European Chemical Agency do not exceed 0.1% (m/m). The Supplier will inform us if a substance of the list of candidates – also below the limit of 0.1% - is contained in the goods.

供货商承诺：仅向我方提供满足欧盟第 1907/2006 号《化学品注册评估授权和限制法规》（“REACH”）以及欧盟第 1272/2008 号《化学品分类、标签和包装法规》（“CLP 法规”）各项要求的货物。此类义务尤其包括 REACH 所指的登记及通知义务（如适用），以及 CLP 法规所指的分类、标签和包装义务。供货商应根据要求免费向我方提供针对各类物质及混合物所制作的必要安全信息表（如适用），从而确定材料是否适用。供货商应在首次交货前以及一旦须作出相关变化时再次，无须经过要求的免费向我方及时发送安全信息表。尤其是在我方认为一切交货的基础是履行登记义务并且传递实际且完整的安全信息表的情况下，亦应如此行事。针对因供货商未交付安全信息表、交货延迟或瑕疵交货所导致的一切第三方追索主张，供货商在此向我方作出赔偿。如按照 REACH 的规定交付货物，供货商承诺：仅向我方提供含有欧洲化学品管理局关于高度关注物质“候选物质清单”中浓度不超过 0.1% (m/m) 的物质的货物。如货物含有“候选物质清单”中浓度低于 0.1%限值的物质，供货商应通知我方。

### § 7 Product liability - indemnification — liability insurance cover

#### 第7条 产品责任-补偿—责任保险范围

- (1) The Supplier shall indemnify us and hold us harmless from and against all claims of third parties against us, including claims for indirect losses, by reason of defects in the goods under the PRC Product Quality Law, the PRC Tort Law and other applicable laws and regulations.

针对第三方因货物缺陷而根据中国产品质量法、中国侵权法及其他适用的法律法规向我方提起的所有权利主张，包括主张间接损失，供货商应补偿我方并使我方免受损害。

- (2) The Supplier shall maintain appropriate records containing the relevant information to support the immediate recall of the goods which may become necessary due to product liability. Such records shall include documentation of the production process, the respective part numbers, product series numbers and date of production of the goods as well as the source of materials and the data of supplies from the Supplier's sub-suppliers, if any. Upon our request, the Supplier shall provide us or a customer of us with the above records and offer such assistance as reasonably required for the purpose of recalling any of the goods as a matter of urgency

供货商应保存适当记录，包括货物在出现产品责任问题时可能需要采取的立即召回。此类记录应包含包括生产过程、相关零件号、产品序列号、货物生产日期、材料来源以及供货商的下属分供货商提供的相关供货数据等文件（如有）。经我方要求，供货商应向我方或我方客户提供上述记录，并在紧急情况下提供用于货物召回的合理协助。

- (3) In the event of safety-relevant complaints or incidents as well as significant product errors that become known, the parties will immediately contact each other to discuss the necessity of a recall and further or other measures (e.g. reports to supervisory authorities). The final decision on carrying out a recall or other measures is solely made by us. The Supplier shall support us in performing the recall or other measures at the appropriate extent.

如已知晓涉及安全方面的投诉或事件以及重大产品错误，双方将立即互相联络讨论是否有必要进行召回以及采取进一步或其它措施（例如，向监管机关进行汇报）。仅由我方最终决定进行召回或采取其它措施。供货商应为我方开展召回或采取其它措施提供适当的支持。

- (4) The Supplier shall indemnify us and hold us harmless from and against all costs for any recall, field action or service campaign necessary if and in as far as the recall, field action or service campaign has been caused by defective goods.

针对因存在缺陷的货物导致的任何必要的召回、现场行动或服务活动所引发的所有费用，供货商应赔偿我方并使我方免受其害。

- (5) The Supplier undertakes to maintain a product liability insurance policy with worldwide cover at the usual conditions with a sum insured of € 5 million per physical injuries/property damages - as a flat rate - and to submit proof hereof to us upon request. If we are entitled to further claims for damages these shall not be effected.

供货商承诺：保有产品责任保险单，提供全球范围内通常的保障条件，投保额统一为 500 万欧元/每一人身伤害/财产损失，并且根据要求向我方递交相关投保证明。我方就损害进一步求偿的权利不受以上规定的影响。

- (6) The Supplier waives asserting recourse claims against us in connection with any product or producer liability. This exclusion shall however not apply in case of personal injuries and in case of property damages which are caused by our intent or gross negligence.

供货商放弃其就一切有关产品或厂商责任而向我方提出追索主张。但是，本条排他性规定不适用于因我方故意或重大过失导致的人身伤害及财产损失之情形。

### § 8 Property rights

#### 第8条 财产权

- (1) The Supplier is responsible for ensuring that no rights of third parties are infringed in connection with its delivery of the goods or provision of services.

供货商负责确保其交付货物或提供服务没有侵害任何第三方权

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利。

- (2) If the Supplier is alleged to infringe any rights of third parties during and after the term of the contractual relationship in connection with the goods, the Supplier shall notify us thereof immediately. The Supplier shall provide us free of charge with all required documents and assistance to contest any of the above mentioned allegations. The Supplier and we shall work closely and free of charge together in order to avoid any and, as the case may be, defend against any lawsuit or request for arbitration raised by a third party against us.

如在合同关系存续期间或在此之后，供货商被指称侵害第三方权利，供货商应就此立即通知我方。供货商应免费提供我方一切必要的文件与协助，以应对上述任何主张。供货商与我方应免费共同紧密合作，以避免第三针对我方提起任何诉讼或仲裁请求，并且视具体情况，就此类诉讼或仲裁请求进行抗辩。

- (3) If a claim is asserted against us by a third party owing to an infringement of its rights according to § 8 (1), then the Supplier undertakes to indemnify and hold us harmless from and against all claims, direct and indirect losses and damages arising from such claim at the first written request..

如第三方因权利受到侵害而按照第 8（1）条向我方提起权利主张，则供货商承诺：针对此类权利主张所引发的一切索赔、直接及间接损失损害，一经书面请求将补偿我方并使我方免受损害。

- (4) The Supplier's obligation for indemnification refers to all expenses, necessarily incurred to us from or in connection with the claim asserted by a third party.

供货商的补偿义务涉及我方因第三方提出的权利主张所蒙受的或与之相关的一切必要开支。

### § 9 Reservation of title of the Supplier

#### 第9条 供货商所有权保留

- (1) Insofar as the delivered goods concern those which have to be sold quickly by us owing to their condition or their intended use a reservation of title of the Supplier to the goods is excluded. We then hold the unlimited ownership with the delivery of the goods in our plant or at the acceptance points stated by us.

供货商对因货物自身条件或特定用途而由我方迅速出售的已交付的货物不保留所有权。因此，我方对在在我方工厂或者在我方指定收货点所交付的货物享有无条件限制的所有权。

- (2) A reservation of current account of the Supplier to the goods delivered by it is excluded in any cases. Provisions which deviate from this in General Business Terms, order confirmation, delivery note and invoices of the Supplier have no legal validity and in fact also without an objection on our part in an individual case.

在任何情形下，供货商均不得保留与其已交付货物有关的流动资产/负债。供货商通用商业条款、订单确认函、交货单及发票中有别于此的规定不具有法律效力并且在个案情况下即便我方未提出异议在事实上也不具有法律效力。

### § 10 Provision - tools

#### 第10条 提供-工具

- (1) Insofar as we provide any drawings, jigs, dies, fixtures, goods, parts and other items to the Supplier we reserve the ownership hereto. Processing or conversion by the Supplier is carried out on our behalf. If our reserved goods are processed with other objects which do not belong to us we shall acquire the co-ownership to the new object in the ratio of the value of

our object (purchase price plus value added tax) to the other processed objects at the time of the processing.

如我方向供货商提供图纸、夹具、模具、固定装置、商品、零件及其他物品，我方对上述物品保留所有权。供货商为我方进行加工或改装。如我方保留权益的货物与非我方所有的其他物品一同加工，我方应取得新物品的共有权，其共有份额按照加工时我方物品价值（采购价格加上增值税）与其他参与加工的物品价值间的比例确定。

- (2) If the object provided by us is inseparably mixed with other objects not belonging to us we shall acquire the co-ownership to the new object in the ratio of the value of the reserved object (purchase price plus value added tax) to the other mixed objects at the time of the mixing. If the mixing is carried out to the extent that the Supplier's object is to be seen as the main object then it is deemed as agreed that the Supplier assigns us pro rata co-ownership; the Supplier shall keep our solely or jointly owned property in custody.

如我方提供的物品与非我方所有的其他物品混合后不可区分，我方应取得新物品的共有权，共有权份额按照混合时权益保留物品的价值（采购价格加上增值税）与其他参与混合的物品价值间的比例确定。如物品混合时须视供货商的物品为主要成分，则视为供货商同意按比例向我方转让共有权；供货商应保管我方独有的或共有的财产。

- (3) We reserve the ownership to tools; the Supplier undertakes to use the tools exclusively for the production of the goods ordered by us. The Supplier undertakes to insure the tools which belong to us at the value as new at its own costs against fire, water and theft damages. At the same time the Supplier hereby now already assigns all claims for compensation from this insurance to us; we hereby accept the assignment. The Supplier undertakes to carry out possible necessary service and inspection work as well as all maintenance and repair work on our tools in time at its own costs and in due time. It has to report possible interferences to us immediately; if it fails to do so our right to claim for damages shall remain unaffected.

我方对工具保留所有权；供货商承诺：将工具仅用于生产我方所订购的货物。供货商承诺：其将自费为我方拥有的工具按新品价值投保，保证一旦发生火灾、水灾及盗窃之情形。同时，供货商在此向我方转让针对该等保险的所有损害赔偿的索赔权利；我方在此接受索赔权利之转让。供货商承诺及时且自担费用对我方工具进行可能必要的服务和检查，并进行维修保养。供货商须向我方立即汇报一切可能的干扰情形，如供货商未能如此行事，我方要求损害赔偿的权利不受影响。

### § 11 Non-disclosure obligation

#### 第11条 保密义务

- (1) The Supplier undertakes to maintain strict secrecy concerning all diagrams, drawings, calculations and other documents and information received from us. They may only be disclosed to third parties with our express written consent. The nondisclosure obligation shall also apply after the processing of this contractual relationship. A non-disclosure obligation of the Supplier shall not be established or will cease to apply if the diagrams, drawings, calculations and other documents handed over to it are publicly known at the time when they are handed over to it. Should the documents and information become public knowledge at a later time then the nondisclosure obligation shall cease to apply when they become known. The non-disclosure obligation shall also cease to apply if the documents/information become known to the Supplier from a third party in a lawful manner or if the Supplier has to disclose these owing to a judicial or official order.



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供货商承诺对接收自我方的所有图表、图纸、计算及其他文件信息严格保密。只有经我方书面明确同意，方可向第三方进行披露。在本合同关系履行完毕后本保密义务仍适用。如向供货商递交的图表、图纸、计算机其他文件在递交时为公众知晓，则供货商不负有保密义务或者供货商将不再适用保密义务。如此类文件及信息随后为人知晓，则保密义务应在为人知晓时不再适用。此外，如供货商以合法手段从第三方处知晓文件/信息，或者供货商因法院或行政命令须披露此类文件/信息，则保密信息应不再适用。

- (2) If the Supplier breaches its non-disclosure obligation then it undertakes to pay to us liquidated damages in the amount of RMB 500,000 for each case of breach. However, in case the amount of the liquidated damages stated above is lower than the actual loss incurred by us, we may request a reasonable increase of the amount of the liquidated damages.

如供货商违反其保密义务，每次违约，其承诺向我方支付金额为 500,000 元人民币的违约金。但是，如上述违约金的金额低于我方产生的实际损失，我方可以要求合理提高违约金的金额。

### § 12 Environmental management

#### 第12条 环境管理

The Supplier undertakes to apply the environmental management principles of the relevant standard DIN EN ISO 14001 or EMAS when carrying out its deliveries and services. Deliveries and services are always to be carried out environmentally- friendly and capable of recycling, prohibited substances may not be used. The Supplier assures to also comply with all laws and regulations which relate to the environment with the procurement and/or the production of the object of delivery.

供货商承诺在其开展供货及服务时适用相关 DIN EN ISO14001 标准或欧盟生态管理与审核体系中的各项环境管理原则。开展供货与服务始终遵循环保、能够循环再用原则，并且杜绝使用禁用物质。此外，供货商保证采购和/或生产交货标的亦遵守有关环境方面的各项法律法规。

### § 13 Assignment

#### 第13条 转让

The Supplier may not assign any rights or delegate any of its obligations hereunder without our prior written consent.

事先未经我方书面同意，供货商不得转让本采购条款项下任何权利或其任何义务。

### § 14 Force Majeure

#### 第14条 不可抗力

We shall not be liable for any failure to perform including failure to (i) accept performance of services or, (ii) take delivery of the goods, caused by earthquake, storm, flood, fire or other acts of nature, SARS and other epidemics, war, terrorism, riot, public disturbance, strike or lock outs, government actions or other events beyond our control where their occurrence is reasonably unpreventable and unavoidable. During such events as well as within two weeks after their end, we have the right to terminate the contractual relationship completely or partially – irrespective of our other rights – insofar as these events are of considerable length and if our demand diminishes considerably due to other procurements required in this situation.

我方不对因下列情形造成的(i)没有接受服务，或(ii)没有收货等不履约行为负责：地震、风暴、洪水、火灾、其他天灾、严重急性呼吸系统综合症、其他时疫、战争、暴乱、公众骚乱、罢工或停工、政府行动、或者我方无法控制、且在合理情形下无法防止亦无法避免其发生的其他事件。如此类事件持续时间较长，导致我方转向其他方采购、从而大大减少对供货商的采购需求，则我方有权，在不影响我方其他权利的情况下，在此类事件持续期间及事件结束后两周内终止全部或部分合同。

### § 15 Liability for Breach of Contract

#### 第15条 违约责任

Any party which fails to fulfill any or a part of its obligations under the contractual relationship shall bear the losses caused by such failure. Our liability shall be limited to direct losses actually incurred by the Supplier and to gross negligence and intent. Such limitation shall not apply in case of personal injury. The liability of the Supplier shall equal the actual losses incurred by us resulting from such breach but such liability shall not exceed the losses which were foreseeable by the Supplier at the time of conclusion of the contractual relationship. Should such failure be attributable to the fault of both parties, each party shall be liable according to its respective degree of fault.

未履行其在合同关系项下部分或全部义务的一方应承担因该等不履行所致的损失。我方只在重大过失以及故意情形下对供货商实际产生的直接损失承担责任。但若发生人身伤害，则不适用上述限制。供货商的责任应等于我方因该等违约行为所致的实际直接损失额，但不得超过供货商在订立合同关系时所能预见到的损失额。如不履行之举乃因双方过错所致，双方应按各自过错程度承担责任。

### § 16 Applicable law - place of jurisdiction – place of performance – governing language

#### 第16条 适用法律-司法管辖地-履约地-管辖语言

- (1) The contractual relationship between the Supplier and us shall be exclusively governed by and construed in accordance with the laws of the PRC.

供货商与我方之间的合同关系排他性地受中国法律管辖并据之解释。

- (2) Any dispute arising out of or in connection with the contractual relationship between the Supplier and us or these Terms of Purchase or over their validity shall be resolved through friendly consultation. If no agreement can be reached within 30 (thirty) days after the dispute has arisen, the dispute can only be submitted for arbitration to the China International Economic and Trade Arbitration Commission, Beijing headquarters, (hereinafter referred to as “CIETAC”), and shall be decided according to Arbitration Rules of the said arbitration commission. The place of arbitration shall be Shanghai. All arbitration proceedings shall be held in English language.

The arbitration tribunal shall consist of 3 (three) arbitrators. The Supplier and we shall each appoint 1 (one) arbitrator. The third arbitrator, who shall act as chairman shall be jointly appointed by the above-mentioned arbitrators. If one party fails to appoint its arbitrator within 1 (one) month after receipt of the notice of arbitration by the arbitration tribunal or in case the arbitrators fail to reach an agreement on the chairman within 1 (one) month after they have been

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appointed, the respective arbitrator or the chairman shall be appointed by the Chairman of CIETAC.

- (3) The arbitration award shall be final and binding on the parties. The arbitration fee shall be borne by the losing party except awarded otherwise by the arbitration tribunal. Petition for the enforcement of the arbitration award may be filed with any court having jurisdiction thereof. During the arbitration proceedings, the parties shall continue to perform the contractual relationship and these Terms of Purchase except for the provisions which are under dispute.

任何因供货商与我方之间合同关系或本采购条款所引发的或与之相关的争议，或任何涉及合同关系或本采购条款效力的争议，应通过友好协商加以解决。如在争议发生后 30（三十）日内无法达成合意，应将争议最终提交中国国际经济贸易仲裁委员会北京总会（下称“贸仲”），并根据该仲裁委员会的《仲裁规则》进行仲裁。仲裁地点为上海。全部仲裁程序以英文进行。

仲裁庭由 3（三）名仲裁员组成。供货商与我方应各自指定 1（一）名仲裁员。担任首席仲裁员的第三名仲裁员由前述两名仲裁员共同指定。如一方在收到仲裁庭的仲裁通知书后 1（一）个月内未指定其仲裁员，或前述两名仲裁员在其获指定为仲裁员后 1（一）个月内未就首席仲裁员人选达成合意，相关仲裁员或首席仲裁员应由贸仲主任加以指定。

仲裁裁决为终局裁决，对双方均具约束力。除仲裁庭另有裁决外，仲裁费应由败方承担。可以向任何具有司法管辖权的法院请求强制执行仲裁裁决。仲裁期间，双方应继续履行合同关系及本采购条款项下非涉争议的各项规定。

- (4) The place of performance is, provided that it is not otherwise derived from the order, our registered seat.

除订单另有规定外，履约地点为我方注册地。

- (5) These Terms of Purchase are written in both Chinese and English languages. Both language versions shall be equally authentic and binding. In case of discrepancies between the two language versions, the English language version shall prevail.

本采购条款以中文和英文书就。两种语言文本具有同等效力与约束力。如两种语言文本存在分歧，以英文本为准。

Status: March, 2020

文件状态： 2020 年 3 月