

采购条款与条件

Terms and Conditions of Purchase

§ 1. 适用范围

1. 该采购条款适用于买方及其子公司的所有订单（以下简称“买方”）；买方不接受供方任何不符合或偏离此采购条件款的一般条款及条件，除非买方以书面形式单独接受这样的条件。如果交货已被接受和/或产品已被支付，即使买方在收到货物时没有明确表示反对，供方不符合或偏离此采购条件款的一般条款及条件也不被买方视为接受。

2. 如果供方增加分包商，须由买方事先批准，且供方不得无理地拒绝此批准。如果雇用分包商的目的是履行买方订单的基本部分，供方应提前通知买方。供方应责成其分包商明确同意至少遵守与材料方面相关的条款。供方应向买方赔偿因分包商对其造成的任何损失。

3. 采购条件款应适用于相应的产品性能和服务。在产品和服务/工程已被提供时，服务和/或工程的验收应仅适用于工程履行和相关服务的验收，但此种验收均不应构成对产品的验收。买方按照适用的法律规定或其他协议所有的进一部分的权利不应受影响。

§ 1 Scope of Application

1. These Conditions of Purchase shall apply to all orders of PURCHASER and its affiliated companies (hereinafter referred to as "PURCHASER") exclusively; PURCHASER does not accept any general terms and conditions of the Supplier conflicting with or deviating from these Conditions of Purchase unless PURCHASER has accepted such conditions individually in writing. They shall not be deemed accepted even if PURCHASER has not expressly objected to them again on receipt of the delivery, if the delivery has been accepted and/or the products have been paid for.

2. If the Supplier engages sub-suppliers, these must be approved beforehand by PURCHASER, and the approval may not be unreasonably withheld. The Supplier shall inform PURCHASER in advance if a sub-supplier is intended to perform essential parts of PURCHASER's order. The Supplier shall oblige his sub-suppliers to confirm their explicit consent with and adhere to these conditions or to conditions which, in minimum, comply with these conditions in all material respects. The Supplier shall indemnify PURCHASER for any damage caused by sub-suppliers.

3. These Conditions of Purchase shall apply to work performance and services accordingly. Where products and services/works have been supplied, acceptance of the services and/or works shall only apply to work performance and acceptance of the service only to the respective services, but neither of such acceptances shall constitute an acceptance of the products. Any

§ 2 订单下达及技术文件

1. 必须以书面形式制作订单。供方有义务在三（3）个工作日内以书面确认或拒绝买方的订单。任何未经明确确认或被拒绝的订单，均应被视为接受。
2. 如有图纸和电子模型可供提供，如有疑问，以图纸上的数据为准。

§ 3 交货日期、风险转让和框架协议

1. 采购订单中规定的交货或履行日期为固定日期。其代表将产品交付到目的地的日期。只有经买方书面同意，不同交货日期才具有法律约束力。
2. 除非所交付货物只有轻微遗失，买方没有义务接受部分交付和/或提前交付或提前履行订单。
3. 如果有意外情况出现或所约定的交付或履行日期显然无法得到满足，供方有义务立即书面通知买方，说明理由及预期的延迟。
4. 若交货延迟，买方应有权利要求供方每一延迟的完整周赔偿交付延迟部分之 0.5%，但不超过总交货值之 5%，同时买方具有对进一步损失继续索赔的权利。买方承诺在收到延迟交付通知后的三十（30）个工作日内，向供方通知其最新的违约赔偿金。且买方进一步的索赔和权

further rights to which PURCHASER is entitled in accordance with applicable legal provisions or other agreements shall remain unaffected.

§ 2 Order placement and technical documents

1. Orders must be made in writing. The Supplier is obliged to confirm or reject orders of PURCHASER within three (3) working days in writing. Any orders which are not expressly confirmed or rejected shall be considered accepted.
2. If drawings and electronic models are made available, in case of doubt the data on the drawing shall always prevail.

§ 3 Delivery dates, transfer of risk and framework agreements

1. The delivery or performance date specified in the purchase order is a fixed date. It represents the date the products are to be delivered to the destination. A different delivery date shall be binding only with written consent of PURCHASER.
2. PURCHASER is not obliged to accept partial deliveries and/or advance deliveries or advance performances, unless only insignificant parts of a total delivery are missing.
3. The Supplier is obliged to inform PURCHASER immediately in writing, stating the reasons and the anticipated delay, if circumstances arise or become apparent to him that indicate that the agreed delivery or performance date cannot be met.
4. In case of a delay in delivery PURCHASER shall be entitled, without prejudice to the right to claim further damages, to demand liquidated damages of 0.5% of the delayed portion of the delivery per complete week of delay, but not more than 5% of

利不得因此被排除或限制。

5. 订单履行场所为买方的订单中规定的交货地址的处所。除非另有约定，按照国际商会《2020 国际贸易术语解释通则》，应采用买方地点完税后交货价（DDP）。供方应根据买方要求的规格发货，特别是按照其目前适用版本的运输、包装和交付规定发货。

6. 产品的包装和标签必须符合规定的质量要求，或买方另行指定的质量要求。买方没有义务返回任何包装材料（包括托盘）给供方或者对其做出解释。任何返回包装材料的风险和成本由供方承担。

§ 4. 支付方式及支付条件

1. 订单中所规定的价格具有法律约束力。其包括所有的服务费用和对于完成所提供服务的必要的配套服务费用（如工具费用、运费、报关费、包装材料及其收集费、运输到买方指定地点的费用，以及以交钥匙工程为基础的所有安装和组装费用）。因存在任何偏差（如存在特殊困难或者于星期日和公共假期提供交付或服务）而需要增加支付费用，必须另行商定，方可接受订单。

the total delivery value. PURCHASER undertakes to notify the SUPPLIER of his reservation of liquidated damages at the latest within thirty (30) working days counting from the receipt of the delayed delivery. Further claims and rights shall not thereby be excluded or limited.

5. Place of performance shall be the premises set forth as delivery address in PURCHASER's order. Unless otherwise agreed, DDP "PURCHASER's premises" in accordance with the ICC – INCOTERMS® 2020 shall apply. The Supplier shall comply with the specifications of PURCHASER for the dispatch of the products, in particular the transportation, packaging and delivery regulations in their currently applicable versions.

6. The packaging and labelling of products must meet the quality requirements set by, and otherwise be as specified by, the PURCHASER. The PURCHASER shall not be obliged to return to or account to the supplier for any packaging materials (including pallets). Any packaging materials which are returned shall be at the supplier's risk and cost.

§ 4 Payment and payment conditions

1. The price specified in the order shall be binding. It includes all services and ancillary services, unless they are paid for separately, which are necessary for completion of the services to be provided, such as costs of tools, freight, customs, packaging material and its collection, transport to the place of use specified by PURCHASER as well as all expenses for performing the erection and assembly work on a turnkey basis. Any deviations such as particular

2. 发票必须包含订单数据（合同/订单号）。
3. 未经买方事先书面同意，供方无权分配权利或将权利转让以向供方收取索赔。
4. 仅在买方向卖方的索赔无可争议或者其受到主管法院最后裁定时，方可允许抵消。
5. 付款不构成确认本协议相应的交付或服务已被提供。

§ 5 材料缺陷

1. 送达的产品应由买方检验明显的缺陷、运输损坏、产品的完整性和产品唯一性。在检查后的合理期限内，买方应发出此类缺陷的通知。买方保留对产品进行更详细检验的权利。此外，一旦在普通业务期间检验到缺陷，买方应尽快告知缺陷。在这个意义上，供方对于延迟验货和产品缺陷通知，无异议。
2. 供方有义务在生产过程中进行质量检查，并执行出厂产品检验，并相应地全面检查所有交付产品的质量。

- difficulties or delivery/provision of services on Sundays and public holidays which entail a higher payment must be agreed separately before order acceptance.
2. Invoices must contain the order data (contract/order number).
 3. The Supplier shall not be entitled to assign claims or transfer the rights to collect claims against PURCHASER without prior written consent of PURCHASER.
 4. Off-setting is permitted only when Seller's claims against PURCHASER are undisputed or if they have been finally adjudicated by a competent court of law.
 5. Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with this Agreement.

§ 5 Material defects

1. Incoming products shall be inspected by PURCHASER for obvious defects, transport damage, integrity and identity of the products only. PURCHASER shall give notice of such defects within a reasonable period of time following inspection. PURCHASER reserves the right to carry out a more detailed incoming products inspection. Furthermore, PURCHASER shall give notice of defects as soon as they are detected under the conditions of the ordinary course of business. To this extent, the Supplier waives the objection of late inspection and notification of defects.
2. The Supplier is obliged to carry out quality inspections during production and to perform an outgoing products inspection, and accordingly

3. 交付产品后，供方应承担 36 个月内的产品保修，除非另有协议规定其他保修期限，或其他适用的强制性法定期限。如果交付商品被用于建筑安装，或者是建筑的一个组成部分，若其引起建筑物缺陷，则保修期为五（5）年。买方有权无限制地对材料缺陷进行法定索赔。在任何情况下，买方享有要求供方更换缺陷产品或交付新产品的自由裁量权。买方明确保留对损失请求赔偿，特别是对产品性能请求赔偿和取消订单的权利。

4. 除了任何其他保证，供方保证所有产品必须是全新的，并保证按照适用的法律制造、供应产品，保证产品无任何所有权的缺陷，并且无任何留置权，索赔或其他负担。产品应具有适销的质量，无任何材料、做工和设计上的缺陷，应适合于预期的目的，并符合相应的订单要求，包括但不限于规格、图纸、样品或其他说明。物品的检验、测试，验收和使用不得影响本协议下供方的义务。供方的责任包括（由买方进行选择而买方无需承担费用）：修理，更换或退还所有不合格物品的货款。这些补救措施应作为在法律或公平公正上买方可采取的所有其他补救措施的补充。除了按照买方规格和计划制造商品外，供方应赔偿、保护买方，使买方及其客户不受因任何实际或声称的侵犯或使用与产品相关的专利、商标、版权或其它知识产权导致的伤害。这些保证适用于买方、其继承人、受让人、客户和订单的用户。若保证被限制或排除（如果有的话），则不能被接受。

has to check all deliveries comprehensively for their quality.

3. The Supplier shall assume warranty for defects for a period of 36 months after delivery of the products, unless a different warranty period is agreed by individual agreements or other mandatory statutory deadlines apply. If the delivery item is intended for installation in a building, or if it is incorporated in a building as an integral part, and provided it has caused the defectiveness of a building, a period of five (5) years shall apply. PURCHASER shall be entitled to the statutory claims for defects without restrictions. In any case, PURCHASER shall be entitled to demand removal of defects or delivery of a new item from the Supplier at the discretion of PURCHASER. The right to claim damages, in particular to demand compensation in place of performance, and the right to cancel an order, is expressly reserved.

4. In addition to any other warranties, Supplier warrants that all Items shall be new, manufactured and supplied in accordance with applicable law, be free of any defects in title, and free from any liens, claims or other encumbrances. The Items shall be of merchantable quality, free from defects in materials, workmanship and design, shall be suitable for the purpose intended, and shall conform to the requirements of the respective order, including but not limited to, the specifications, drawings, samples or other descriptions upon which the order is based. Inspection, test, acceptance or use of the Items shall not affect Supplier's obligations hereunder. Supplier's liability shall include, at PURCHASER's election and without expense to

PURCHASER: repair, replacement, or refund of the price of all nonconforming Items. These remedies shall be in addition to all other remedies available to PURCHASER at law or in equity. Except for items manufactured to PURCHASER's specification and plans, Supplier shall indemnify, defend, and hold harmless PURCHASER, and its customers, from any suit, claim, liability, damage, injury, cost or expense (including attorney's fees) arising out of any actual or claimed infringement of patent, trademark, copyright or other intellectual property right relating to Items or use thereof. These warranties shall apply to PURCHASER, its successors, assigns, customers, and the users of the Items. Warranty limitations or exclusions, if any, are not accepted.

5. 若因特殊紧急情况，导致通知供方产品缺陷和即将发生的损害并给供方机会补救缺陷于事无补，为避免损坏严重，买方可自行修补或更换产品缺陷，而无需发出任何通知或设置供方供货期限，费用由供方承担。

6. 如果买方自行修补缺陷产品，但是费用由供方承担。除了总金额，如果可行，目前的小时费和必要的材料费也应收取，而不需收取附加开销费。

7. 如果在保修期内发生重大瑕疵，供方应承担买方可能在其适当的自由裁量下更换产品所产生的费用。如果至少 33%同一批次交付的产品出现相同的缺陷，除非供方对缺陷没有责任，则重大瑕疵应被视为存在。这不适用于零部件和易损件。

5. To avert an imminent risk of serious damage, PURCHASER may, at the expense of the Supplier and without any notice or setting a deadline for the Supplier remedy the defect itself, have the defect remedied or obtain replacement, if due to the special urgency it is unuseful to inform the Supplier of the defect and the imminent damage and to give the Supplier the opportunity to remedy the defect.

6. If PURCHASER remedies the defect itself the costs thereof shall be charged to the Supplier. In addition to a lump sum, the current hourly rates and, if applicable, necessary material will be charged without overhead surcharges.

7. If an epidemic failure occurs during the warranty period, the Supplier shall bear the costs of a replacement action that the PURCHASER may carry out in its due discretion. An epidemic failure shall be deemed to exist if the same defect occurs in at least 33% of one type of batch of

delivered products, unless the Supplier is not responsible for the defect. This shall not apply to spare parts and wearing parts.

§ 6. 责任、产品责任、产权

1. 若因本订单或本订单下供方的执行订单或物品的任何缺陷造成任何诉讼、索赔、责任、损坏、伤害、费用和开支，供方应赔偿、维护买方并使买方免受其伤害。供方的责任限制或责任排除不适用于此条。

2. 只要买方承担有关第三方损失的法律責任，如果由于产品损坏，买方受到第三方索赔，供方有责任对这些索赔赔偿给买方。在上一句话所述供方的赔偿责任框架内，供方也将有义务偿还由于买方进行产品召回所产生的、或与产品召回有关的任何费用。供方应被告知将要进行的召回措施的内容和范围，并依法给予机会发表意见，供方其他法定权利将不受影响。供方承诺，至少在产品责任索赔和质保索赔的时效期间内，为每例人身伤害和财产损失承担保额至少为 500 万欧元的产品责任保险，并应买方要求向其提供保险证据，买方的对于损伤的进一步索赔将不受影响。

§ 6 Liability, product liability, property rights

1. Supplier will indemnify, defend and hold harmless PURCHASER from any suit, claim, liability, damage, injury, cost or expense arising out of, or caused by, this order or Supplier's performance hereunder or any defects in the Items. Supplier's limitations or exclusions of liability shall not apply.

2. If a claim is asserted against PURCHASER by a third party due to a damage of the products, the Supplier is obliged to indemnify PURCHASER against these claims for compensation, insofar as PURCHASER bears legal liability for these damages in relation to third parties. Within the framework of his liability for damages in the sense of the previous sentence, the Supplier shall also be obliged to reimburse any expenses arising from or in connection with a product recall carried out by PURCHASER. The Supplier shall be advised of the content and scope of the recall measures to be carried out and he shall be given the opportunity to comment. Other statutory rights shall remain unaffected. The Supplier undertakes, at least for the duration of the limitation period for any claims from product liability as well as any warranty claims, to maintain a product liability insurance with an adequate coverage amount of at least EUR 5 million for each case of personal injury/property damage, and to provide evidence of such insurance to PURCHASER on request; any further claims for damages of PURCHASER shall remain unaffected.

3. 若第三方因侵犯产权如专利、版权或商标权向买方索赔，除非损害是由于买方或其协作方或代理的过错引起的，供方应赔偿买方。若因侵犯产权收到索赔，缔约方应立即通知对方。

4. 除非经买方事先同意，任何工具、模式、样品、模型、图纸、规格和由买方提供的材料应被视为买方的财产，既不能用于第三方，也不得提供给任何第三方或用于合同之外的任何其他目的。

§ 7 工业安全/环境保护/人权/审核

1. 所有交付必须符合法律、法规和适用于买方的其他规定。供方必须遵守环境保护、事故预防和安全生产（包括行业协会的规定）以及公认的法规，特别是有关安全和职业医学的法规以执行订单。供应商有义务按照环境标准、人权和社会标准、合规和诚信原则履行订单。对所有供应商都具有约束力的 [VAG 供应商行为准则](#) 也有类似规定。

2. 应买方要求，供方须承诺为买方提供免费的材料/工具样品供其检查。若检查证明其所使用的材料不符合合同规定，供方应承担此类检查的费用。买方保留要求赔偿

3. The Supplier shall indemnify PURCHASER against any claims of third parties for infringement of property rights such as patents, copyrights or trademarks rights, unless the damage was caused through the fault of the Supplier or his assistants or vicarious agents. The contracting parties shall notify each other immediately if any claims are asserted against them due to the infringement of property rights.

4. Any tools, patterns, samples, models, drawings, specifications and material provided by PURCHASER, shall remain property of PURCHASER and shall not be made available to any third party nor used for any other purpose than those contractually agreed except with prior consent of PURCHASER.

§ 7 Industrial safety/environmental protection/ human rights/ Audits

1. All deliveries must comply with the laws, regulations and other provisions applicable to PURCHASER. The Supplier is obliged to execute the order in such a way that the regulations on environmental protection, accident prevention and industrial safety (including the regulations of the trade associations) as well as the recognised regulations in particular relating to safety and occupational medicine are observed. The Supplier is obliged to execute the order in line with the environmental standards, human rights and social standards, compliance and integrity principles. This is also described in the [VAG Supplier Code of Conduct](#) which is binding for all suppliers.

2. The Supplier undertakes to provide PURCHASER free of charge with samples of the

损失的权利。

3. 如果认为有用，为审核和最终检查的原因（以下简称“审核”），买方有权随一位买方客户——即第三方检察员访问所有供方的测试和制造设施。此类审核将由买方提前至少 24 小时告知。

§ 8 有害物质申报

如果供应商交付了符合法规的货物，但这些货物受到适用的法定物质限制和/或产品信息要求（例如，REACH、欧盟 RoHS 或冲突矿产或其他类似法律或法规）的约束，供应商应在不迟于货物首次交付之日，以合适的方式向买方申报此类物质。上述规定应适用于供应商总部、买方总部和/或买方指定交货地点的法律或法规。如果交货包含危险货物，根据适用法律或法规分类，供应商应以约定的形式通知买方，但不得迟于订单确认日期。

§ 9 保密条款

1. 双方承诺：无限期对被列为机密的任何信息、或在其他情况下被认为是商业或公司机密的其他信息保密，只

materials/means used by him for the purpose of inspection on request of PURCHASER. The Supplier shall bear the costs of such inspection if it turns out that the materials/means used by him do not comply with the contractual provisions. PURCHASER reserves the right to claim compensation for damages.

3. PURCHASER reserves the right to access all Supplier's test and manufacturing facilities together with a PURCHASER customer and, if deemed useful, a third party inspector, for audit and final inspection reasons (“**Audit**”). Such Audit will be announced by PURCHASER at least 24 hours in advance.

§ 8 Hazardous and declarable substances

Should Supplier deliver legally permissible goods, which are, however, subject to applicable statutorily-imposed substance restrictions and/or information requirements (for example, REACH, RoHS or conflict minerals in the European Union or other similar laws or regulations), Supplier shall declare such substances in a reasonable format to PURCHASER no later than the date of first delivery of the Goods. The foregoing shall apply with respect to laws or regulations applicable at the principal office of Supplier, principal office of PURCHASER and/or place of delivery designated by PURCHASER. Should a delivery contain dangerous goods, as classified as such pursuant to applicable laws or regulations, Supplier will inform PURCHASER in a form to be agreed upon, but not later than the date of order confirmation.

§ 9 Confidentiality

1. The Parties undertake for an unlimited period of

要对实现供应关系目的没有必要，既不可记录信息，也不可泄露信息或以它任何其他方式使用信息。若商业或公司机密被公布，而另一方无过错，则保密义务条款不适用。双方应确保通过与其员工和代理签订适当的合同协议，以避免任何私人无限期使用、传播或未经授权地记录此种商业和公司机密。

2. 如果买方已事先以书面形式同意公开，供方方可在其广告中提及其与买方的业务联系。

§ 10 生产设备（模型、样品、工具等）

1. 只要买方已全部或部分支付生产设备货款，供方应将其所有权转移给买方。转让应当由经双方在此同意的、允许供方拥有制造设备直至权利废除的借贷安排所取代。

2. 生产设备的维护、维修、部分更新和保险费用由供方承担。

3. 只有在买方事先书面同意后，生产设备方可得到修改：其必须得以单独保存，且应在生产设备本身和供方的业务记录中清楚地标明买方所有权。更改后的设备不得供

time to observe secrecy regarding any information classified as confidential or information that is recognisable as business or company secrets under other circumstances, and as far as not necessary for the achievement of the purpose of the supply relationship, neither to record the information nor to divulge it or utilise it in any other way. The confidentiality obligation shall not apply if the business or company secrets become public knowledge through no fault of the other party. The Parties shall ensure through appropriate contractual agreements with the employees and agents acting on their behalf that such persons refrain from any personal use, dissemination or unauthorised recording of such business and company secrets for an indefinite period of time.

2. The Supplier may only refer to his business connection with PURCHASER in his advertising if PURCHASER has previously agreed to such publication in writing.

§ 10 Manufacturing equipment (models, samples, tools, etc.)

1. As far as PURCHASER paid for manufacturing equipment in whole or in part, the Supplier shall transfer the ownership thereof to PURCHASER. The transfer shall be replaced by a loan arrangement which is hereby agreed and which entitles the Supplier to possession the manufacturing equipment until revoked.

2. The costs of maintenance, repair, partial renewal and insurance of the manufacturing equipment shall be borne by the Supplier.

3. The manufacturing equipment may only be modified after prior written consent of PURCHASER: It must be kept separately and

其他供方或第三方使用。供方应按照原价自费为生产设备投保火灾、雨水、风暴、冰雹、盗窃和破坏险。

4. 除非另有约定，除非供方仍有订单需要完成，买方可随时收回生产设备。供方没有保留权。

§ 11 零部件供应

1. 供方承诺在最后一次装运期后至少 10 年内供应备件。
2. 如果供方或其子供方中止供应单个组件，必须立即通知买方。买方具有最后一次下订单（最后一次购买）的权利，交付周期为三个月。

§ 12 诚信条款

1. 买方和供方同意采取一切必要措施防止腐败。供方应（特别是通过组织措施及对其工作人员的指示）保证，在与买方业务关系中，无论是其本人还是其员工和分包商

- a. 不违法；
- b. 不为了试图影响员工或管理者的决定，要求或接受任何私人礼物或其他福利；

the ownership of PURCHASER must be clearly marked on the production equipment itself and in the Supplier's business records. It may not be used for other purposes of Supplier or be made accessible to third parties. The Supplier shall insure the manufacturing equipment at his own expense at the original price against fire, mains water, storm, hail, theft and vandalism.

4. Unless otherwise agreed and unless the Supplier still has current orders to complete, PURCHASER may reclaim the manufacturing equipment any time. The Supplier has no right of retention.

§ 11 Spare part supply

1. The Supplier undertakes to supply spare parts for a period of at least 10 years after the last shipment.
2. If individual components are discontinued by the Supplier or one of his sub-suppliers, PURCHASER must be informed of this without delay. PURCHASER shall then grant the right to a last order (last-time buying) with 3 months lead time.

§12 Integrity clause

1. PURCHASER and the Supplier agree to take all necessary measures to prevent corruption. The Supplier shall ensure in particular through organisational measures and instruction of his staff, that in the business relationship with PURCHASER neither he nor his employees and sub-suppliers
 - a. do commit any offences,
 - b. do demand or accept any personal gifts or other benefits that are intended to influence the decision of an employee or

c. 不要为了影响这些买方员工的决定，为买方员工提供任何礼物或其他福利；

d. 不煽动第三方实施上述行为或协助其作出上述行为。

2. 在上述情况下，买方有权在不通知的情况下终止任何合同和/或订单，并将供方排除在未来的合同授予范围外。

3. 供方承诺遵守与员工、环境保护和工业安全有关的法律规定，并努力减少其对人类健康和环境的不良影响。此外，供方应遵守联合国全球契约倡议的原则。原则主要涉及到保护国际人权、集体谈判权、消除强迫劳动和童工、消除招聘和就业歧视、环境保护和预防腐败的责任。可在 www.unglobalcompact.org 网站上查询联合国全球契约倡议进一步信息。

4. 供方应采取适当的措施，以确保其子供方也遵守本条（12条）的规定。

5. 若供方违反本条（12条）的规定，在不损害任何现有的进一步索赔权的前提下，买方应享有索取占合同总金额 5% 的合同罚金的权利。

officer,

c. do offer PURCHASER employees any gifts or other benefits that are intended to influence the decision of such employees, and

d. do incite third parties to commit the above-mentioned acts or to assist them in doing so.

2. In the above-mentioned cases, PURCHASER shall be entitled to extraordinary termination of any contract and/or order without notice and to exclude the Supplier from the future award of contracts.

3. The Supplier undertakes to comply with the relevant legal provisions for dealing with employees, environmental protection and industrial safety, and to work towards reducing adverse effects of its activities on human health and the environment. Furthermore, the Supplier shall comply with the principles of the UN Global Compact Initiative. These mainly relate to the protection of international human rights, the right to collective bargaining, elimination of forced labour and child labour, elimination of discrimination in recruitment and employment, the responsibility for the environment and the prevention of corruption. Further information on the Global Compact Initiative of the UN is available at www.unglobalcompact.org.

4. The Supplier shall take appropriate measures to ensure that his sub-suppliers also comply with the provisions of this Section 12.

5. In the case of infringement of the provisions of this Section 12 PURCHASER shall be entitled, without prejudice to any existing rights to further claims for damages, to claim a contractual penalty of a lump sum of 5% of the contract

§ 13 文件和出口管制

1. 供方应以电子形式至少使用买方住所地的语言和英语，向买方提供所有的属于货物交付部分的文件（如相关情况、手册、维修计划、图纸、尺寸和数据表、备件清单等）。

2. 供方应告知买方按照买方所在国家，欧洲和美国的出口和海关规定以及原产国的出口和海关规定在其商业文档中加入许可证以供其产品出口。该供方应至少在其报价单、订单和发票上提供以下信息与相关项目：

a. 根据买方国家对外贸易条例的附录 AL 部分或适用的出口清单中具有可比性的清单项目提供的出口清单编号

b. 对于美国产品,应依据美国出口管理条例（EAR）应提供出口控制分类编号（ECCN）

c. 对其他产品和其产品的部分（包括技术和软件）提供贸易原产地证

d. 产品是否通过美国运输、制造或储存或通过美国技术制造

e. 其产品的统计商品代码（HS 编码），以及其公司的联

value.

§13 Documentation and export control

1. The Supplier shall provide PURCHASER with all documents that are part of the delivery (where relevant, manuals, maintenance schedules, drawings, dimension and data sheet, spare parts lists, etc.) in electronic form at least in the language of PURCHASER's domicile and English.

2. The Supplier shall inform PURCHASER of any duty to obtain a permit for (re)exports of his products in accordance with PURCHASER's national, European and U.S. export and customs regulations as well as the export and customs regulations of the country of origin of his products in his business documents. For this the Supplier shall, at least in his quotations, order confirmations and invoices provide the following information together with the relevant items:

a.the export list number according to Appendix AL of the PURCHASER's national foreign trade regulations or comparable list items of applicable export lists

b.for U.S. products the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR)

c. the trade origin of his products and parts of his products including technology and software

d.whether the products were transported through the USA, made and stored in the USA or manufactured using U.S. technology

系人，以澄清我方的任何疑问

3. 应买方要求，供方应将合同产品和部件的所有进一步国外交易数据告诉买方，并且应立即（在相关产品交货前）以书面形式将上述数据的所有更改告诉买方。

§ 14 协议终止理由

买方有权全部或部分取消或终止任何合同或订单，对供应商不承担任何责任，如果（i）所提供的货物或服务不符合买方的规格或要求；（ii）供应商未能在订单规定的时间内交货，（iii）供应商违反本合同的任何其他条款或条件，或未能成功完成买方全权决定的行动，造成卖方无法及时履行其在本合同或任何订单下的义务的可能性，且未纠正此类违约、不作为或错误行为，在收到买方的书面通知后十（10）天内（或在这种情况下商业上合理的较短时间内），说明此类违约、错误行为或失误；（iv）供应商的任何陈述证明在任何重大方面是虚假或误导的；或（v）供应商资不抵债，提交申请为了重组供应商或判定其破产，供应商为债权人的利益进行转让，为供应商的任何资产指定接管人或受托人，或任何其他类型的破产程序或正式或非正式的解散程序，开始清算或清算供应商事务。

e.the statistical commodity code (HS code) of his products as well as a contact person in his company for the clarification of any queries by us.

3. At the request of PURCHASER the Supplier shall inform PURCHASER about all further foreign trade data of the contractual products and their components and inform PURCHASER immediately (before delivery of products concerned by this) about all changes to the aforementioned data in writing.

§ 14 Termination for Cause.

PURCHASER has the right to cancel or terminate any Contract or Order, in whole or in part, without liability to Supplier if: (i) the Goods or Services furnished do not conform to PURCHASERS' specification or requirements; (ii) Supplier fails to make deliveries within the time specified in the Order; (iii) Supplier breaches any other term or condition of this Contract or takes or fails to take action that, in PURCHASERS' sole discretion, creates a reasonable possibility that Seller will not timely fulfill its obligations under this Contract or any Order and does not correct such breach, failure or action, within ten (10) days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of written notice from PURCHASER specifying such breach, action, or failure; (iv) any representation by Supplier proves to have been false or misleading in any material respect; or (v) Supplier is insolvent, a petition is filed for reorganization of Supplier or for its adjudication as a bankrupt, Supplier makes an assignment for the benefit of creditors, a receiver or trustee is appointed for any of Supplier's assets, or any other type of insolvency proceeding or formal or informal proceeding

for the dissolution, liquidation or winding up of affairs of Supplier is commenced.

§ 15 履行地点、管辖地和适用法律

1. 本合同的更改或修订须以书面形式进行，否则无效。此规定也适用于对采购条款和条件以及对此书面条款的任何修改。

2. 本合同关系下的所有义务和权利的履行地，除非订单中另有规定，应为买方的经营所在地。

3. 若相关法律条款冲突、不适用，由于合同关系、合同制作、及其效力所产生的所有诉讼的管辖地根据买方业务地点确定。但是，买方也有权在供方业务所在地的法院起诉供方。

4. 双方之间的所有法律关系应当由买方主要营业地点所在国家的法律规定。

5. 只有买方有权向其子公司割让、分配和转让本合同下任何以及所有的权利和义务。如果本合同或交付交易的个别条款全部或者部分无效或不可行，则其余条款或此类规定其余部分的效力不受影响。应当用具有法律效力及商业效力的尽可能相近的条款来取代无效或无法执行的条款。

§ 15 Place of performance, place of jurisdiction and applicable law, partial invalidity

1. Any changes or amendments to a contract between Supplier and PURCHASER shall only be valid if made in writing. This shall also apply to any deviation from these Terms and Conditions of Purchase and from this written form clause.

2. The Place of performance for all obligations and rights under this contractual relationship, unless specified otherwise in the order, shall be the business location of PURCHASER.

3. The place of jurisdiction for all litigation resulting from the contractual relationship as well as its creation and its effectiveness is determined by the business location of PURCHASER, the respective conflict of laws provisions not being applicable. However, PURCHASER shall also be entitled to sue the Supplier at the court of his place of business.

4. All legal relationships between the Parties shall be ruled exclusively by the law of the country in which the PURCHASER has its principle place of business.

5. Only PURCHASER shall be entitled to cede, assign and transfer any or all of its rights and obligations in terms of this Contract to any of its affiliates. If individual provisions of this Contract or the delivery transaction should be or become invalid or impracticable in whole or in part, then the validity of the remaining provisions or the remaining parts of such provisions is unaffected thereby. The invalid or impracticable clause(s) shall be replaced by provisions the legal and commercial effects of



which are as close as possible to what the consequences of the invalid and impracticable clause(s) had been had they been valid and practicable.

本协议中英文各一份，如果有分歧，则以英文版为准。

These Terms and Conditions are in Chinese and English respectively. In case of differences, the English version shall prevail.