

第 1 章

总体范围

§ 1

General – Scope

- (1) 我方采购事宜仅适用《通用采购条件》（“《采购条件》”）的规定。我方不接受与本《采购条件》冲突或有分歧的供货方的任何其他条件，但我方以书面形式明确表示接受的除外。供货方交付货物时，如通知我方称其有意对交付的货物适用其他条件，即使我方未有反对地接受所交付的货物，该等货物仍应适用本《采购条件》的规定。

Our General Purchase Conditions (“Purchase Conditions”) shall apply exclusively. Any other conditions of the supplier which contradict or vary from these Purchase Conditions shall not be accepted by us unless such acceptance is made expressly in writing. Our Purchase Conditions shall also apply if we, without objecting, accept deliveries from the supplier which, according to a supplier's notice, the supplier wishes to have governed by conditions deviating to these Purchase Conditions.

- (2) 我方与供货方根据该等《采购条件》达成的各项及所有协议及受《采购条件》制约的合同，均应采用书面形式。

Any and all agreements between us and the supplier under these Purchase Conditions and the contract which is subject to the Purchase Conditions shall be in writing.

- (3) 日后与供货方达成的一切交易，同样适用我方《采购条件》的规定。

Our Purchase Conditions shall also apply in relation to any future transactions with the supplier.

第 2 章

订单

§ 2

Orders

- (1) 我方将以书面形式或电子邮件向供货方下达订单。供货方应在收到订单后 3（三）个工作日内以书面形式或电子邮件接受我方订单。该期限过后，视为供货方已接受订单。对订单的履行视同订单的接受。

We will communicate our orders to the supplier either in writing or by e-mail. The supplier shall accept in writing our order in writing or by e-mail within 3 (three) working days after receipt of each order. After expiration of this deadline, the order shall be deemed as having been accepted by the supplier. Execution of an order shall be deemed as acceptance.

- (2) 一旦接受订单，只有经双方事先书面达成一致，才允许改动订单的内容，包括但不限于变更产品/所交付物品的规格、增加或减少交货数量。

After acceptance of an order, any deviation therefrom, including but not limited to changes of product or delivery specifications, excess deliveries or shortage deliveries will only be permitted on the basis of a prior written agreement by both parties.

第 3 章

价格 – 开具发票 – 付款条件

§ 3

Prices – Invoicing – Payment Conditions

- (1) 订单所标价格具有约束力。如无任何相反的书面约定，订单所标价格概不包含任何增值税（“增值税”）。

The price indicated in the order shall be binding. In the event of no written agreement to the contrary, the prices indicated in the order exclude any Value Added Tax (“VAT”).

- (2) 每次交货时，供货方均应按照财务规定开具正式税务发票。发票上须载有所适用的中华人民共和国（“中国”）法律法规所要求的详细内容。应以订单所注我方地址为发票地址。

For each delivery the supplier shall issue an official tax invoice (“Fapiao”) according to the fiscal regulations. The invoice has to include the particulars required by the applicable laws and regulations of the People’s Republic of China (“PRC”). The invoice address shall be our address mentioned on the respective order.

- (3) 我方只会处理标有（与我方订单详细内容一致的）订单号码的发票。如有不一致，由供货方负责承担后果，除非供货方能够证明其对此没有责任。

We will process the invoice only if it indicates the respective order number in accordance with the details in our order. The supplier shall be responsible for the results of any non-compliance with this duty, unless it can establish that it is not responsible for such.

- (4) 除另有书面约定外，由我方在收到供货方交付的产品及内容完整、形式妥当的发票之后 30（三十）天内以现金支付购买价款，并享受 3% 的折扣；或者在收到供货方交付的产品及内容完整、形式妥当的发票之后 90（九十）天内，按购买价格付款。

Unless otherwise agreed in writing, we shall pay the purchase price with 3 % discount for cash within 30 (thirty) days or net within 90 (ninety) days after receipt of delivery of products and a complete and proper invoice.

- (5) 如供货方开具的发票不符合上述形式规定，并在计算增值税时采用了错误的税率，导致增值税的计算出错，发票应退回供货方。遇此情形，付款期从我方收到供货方重新开具的发票后重新起计。

In case of non-conformance with the above mentioned formal requirements as well as a miscalculated value added tax rate and VAT-amount, invoices shall be returned to the supplier. Thus, payment period shall commence only after receipt of the reissued invoice.

- (6) 我方有权在所适用法律允许的情况下抵销或扣留款项。

Any rights of set-off or retention of moneys shall be available to us to the extent allowed by the applicable law.

第 4 章

交货

§ 4

Delivery

- (1) 订单上的交货时间具有约束力。除订单上标有其他交货地址外，供货方负责在我方所在地交付所有产品（包括产品包装物在内），且自付相关费用。

The delivery time contained in the order shall be binding. The supplier shall at its own expense be responsible for delivery of all products, packaging included, to our premises unless a different delivery address is stated on the order.

- (2) 凡有情况发生导致或者表明供货方无法按照规定时间交货，供货方应立即就此书面通知我方。

The supplier shall notify us immediately in writing if any circumstances occur or become apparent to the supplier as a result of which the delivery time provided for cannot be met.

- (3) 如供货方延迟交货，我方有权按照“每延迟一周，赔偿延迟交付合同产品价值 0.5% 之比例”的幅度索赔。交货数量不足，视为延迟交货。如供货方在 14（十四）天内没有交货或没有补足短缺部分，我方有权撤消订单。本《采购条件》规定的权利不影响我方根据所适用法律享有的其他权利。

In case of delay in delivery, we shall be entitled to claim compensation of 0.5 % of the delayed Contract Products value for each week of delay. Any deficient delivery shall be deemed as late delivery. If no delivery has been made or the deficiency has not been made up within 14 (fourteen) days, we shall be further entitled to cancel the order. The rights stipulated herein shall not prejudice to the other rights available to us under the applicable law.

- (4) 供货方应在各项货运单证与交货单上注明我方的订单号码。如因供货方未注明订单号码，导致我方延后处理订单的，我方对此不承担责任。

The supplier shall provide our order number on all shipment papers and delivery notes. We shall not be responsible for any delays in processing, if the supplier fails to provide the order number.

第 5 章
风险与所有权的转让

§ 5
Transfer of Risk and Title

- (1) 按照本《采购条件》第 4 章第(1)条的规定交货后，产品损失或变质的风险转由我方承担。

The risk of loss or deterioration of the products shall pass on us upon delivery according to §4 (1) hereof.

- (2) 按照本《采购条件》第 4 章第(1)条的规定交货后，产品所有权将转至我方。第 9 章的规定不受影响。

The ownership of the products will be passed on to us upon delivery according to §4 (1) hereof. §9 shall remain unaffected.

第 6 章
检验 – 缺陷责任

§ 6
Inspection – Liability for Defects

- (1) 供货方交付的产品应完全符合我方要求的规格。应由我方在合理期限内对产品进行检验，查证产品质量与数量是否有明显偏差。如投诉，应在收货日后 14（十四）个工作日内通知供货方；如产品有潜在缺陷，应在发现缺陷之日起计的 14（十四）个工作日（但最迟不超过交货日起后 24（二十四）个月）内通知供货方。

The products delivered by the supplier shall strictly comply with the specifications given by us. We shall inspect the products within a reasonable period for any apparent variations in quality and quantity. Any complaint shall be notified to the supplier within a period of 14 (fourteen) working days calculated from the date of the receipt of products, or in case of concealed defects, from the date of discovery, however, at the latest 24 (twenty four) months calculated from the date of delivery.

- (2) 我方有权对产品缺陷不受限制地行使我方各项合法权利。无论如何，我方有权要求供货方修补缺陷或者交付新产品，具体方案由我方选择。现示明：我方保留索赔的权利。

We shall be entitled to exercise our full statutory rights in relation to defects without limitation. In any case we shall be entitled to demand from the supplier either rectification of the defect or delivery of new products at our choice. Any right to compensation is expressly reserved.

- (3) 如遇即时危险或紧急状况，我方可修补缺陷，相关费用由供货方承担。

We may undertake any rectification of defects at the expense of the supplier in the event of immediate danger or for other reason of urgency.

§ 7

产品责任 – 赔偿 – 第三方责任保险

§ 7

Product Liability – Indemnity – Third Party Liability Insurance

- (1) 如因供货方责任导致产品受损，致使第三方提出索赔，一经我方提出要求，供货方即应根据其所承担的责任部分，向我方作出相应赔偿；并向第三方承担相关责任。

Insofar as the supplier is responsible for any damage to a product, the supplier shall indemnify us at first demand to this extent in relation to any claims for damages by third parties for the reason which is attributable to the supplier and the supplier shall be liable itself in relation to third parties.

- (2) 如第 7 章第(1)条所述损害的责任归于供货方，供货方另须向我方偿付我方召回产品产生的或与之相关的一切开支。只要召回措施的性质与范围具有可行性与合理性，我方应通知供货方给予其机会作出回应。此项规定不影响任何其他合法权利。

In terms of its liability in cases of damage in terms of aforesaid § 7 (1), the supplier shall also be obliged to reimburse any expenses resulting from or in connection with any recall action carried out by us. We shall inform the supplier insofar as such is possible and reasonable, as to the nature and scope of any recall action to be carried out and shall give the supplier the opportunity to respond. Any further legal rights shall be unaffected hereby.

- (3) 供货方应保有产品责任保险，每次人身伤害或财产灭失的保险总额至少三百万欧元。如我方提出的索赔高于该保险额，则该损害赔偿数额不受保险额的影响。我方提出要求时，供货方应向我方提供保险单的副本。

The supplier shall maintain product liability insurance with a general coverage of at least € 3 million for each case of personal injury/damage to property. In the event that greater claims for damages are made on our part, such shall not be affected. Upon our request, the supplier shall provide a copy of such insurance policy to us.

第 8 章

第三方索赔

§ 8

Third Party Claims

- (1) 供货方负责确保交付的产品，不侵犯任何第三方权利。

The supplier shall be responsible for ensuring that no third party rights are infringed in connection to its delivery of products.

- (2) 如有第三方向我方索赔，只要我方提出书面要求，供货方即应就相关索赔额向我方作出赔偿。

In the event that any claims are made against us by third parties, the supplier shall indemnify us upon first written request against any such claims.

- (3) 供货方的赔偿范围包括第三方索赔致使我方须支出的及与之相关的一切费用。

The indemnification by the supplier shall relate to all expenses necessarily incurred by us from or in connection with a claim by a third party.

第 9 章

保留所有权 – 自有部件 – 工具 – 保密

§ 9

Retention of Title – Own Parts – Tools – Secrecy

- (1) 如由我方向供货方供应部件，我方保留所供部件的所有权。所有加工、改装或改适作业均由供货方代替我方进行。如我方保留所有权的部件与其他非属我方的部件一同加工，我方将按照“加工时我方所供部件的价值（购买价格加上增值税）相对于与所加工的其他部件的价值”比例对最终产品享有共有权。

Insofar as we supply parts to the supplier, we reserve title to such parts. Any processing, conversion or transformation by the supplier is undertaken on behalf of us. If our parts subject to reservation of title are processed together with other objects not belonging to us, we shall obtain a joint ownership in the final products in proportion to the value of our parts (purchase price plus VAT) to the other processed parts at the time of the processing.

- (2) 如我方所供部件与其他非属我方的部件混用，我方将取得新制部件的共有权，我方所占共有权的比例按照“混用时我方所供部件所占份额（购买价格加上增值税）与所混用的其他部件所占份额”比例计算。如混用的结果使得供货方的部件被视为主要部件，双方同意由供货方向我方转让相适应的所有权。应由供货方为我方持有独有或共有权。

In the event that any parts supplied by us are mixed with other parts not belonging to us, we shall obtain joint ownership of the new parts in proportion to the share of the parts provided by us (purchase price plus VAT) to the other mixed parts at the time of the mixing. In the event that such mixing occurs in such way that the parts of the supplier are to be regarded as the main component, it shall be agreed that the supplier shall transfer to us its proportionate share of the ownership. The supplier shall hold for us the sole or joint ownership.

- (3) 我方保留我方各项及全部工具的所有权。供货方应将这些工具专用于生产我方订购的产品。供货方应为属于我方的一切工具按其新定价值购买保险，防范其因火灾、水渍或盗窃而蒙受各种损失，保险费由供货方自行承担。同时，供货方向我方事先让与其就该等保险享有的全部求偿权，我方现接受其让与的该等权利。供货方负责对于我方工具及时进行所需的一切维修、检验、保养与整备作业，费用自付。工具

功能如有异常，应立即通知我方。如因供货方原因未通知我方，我方的索赔权不受影响。

We shall retain title to any and all of our tools. The supplier shall use such tools exclusively for the production of products ordered by us. The supplier shall insure at its own cost any tools belonging to us at their new value against any damage resulting from fire, water or theft. At the same time the supplier hereby assigns to us in advance all rights to compensation resulting from such insurance and we hereby accept such assignment. The supplier shall undertake at its own cost and in due time all necessary maintenance and inspection work as well as all maintenance and servicing work on our tools.

Any malfunction of tools shall be notified to us immediately. If the supplier culpably fails to notify us, any claims for compensation shall not be affected thereby.

- (4) 我方提供的所有说明、图纸、计算结果以及其他文件均属于我方财产，其所有权与著作权归我方所有。上述各项仅用于根据我方订单开展的生产作业。订单完成后，供货方应向我方返还上述各项，无需我方就此提出要求。供货方对上述各项说明、图纸、计算结果及所收到的其他文件与信息应严格保密。只有事先征得我方明确的书面同意后，方可向第三方提供上述各项。供货方在我方与其之间的合同关系终止或届满后，仍须履行保密责任。如果（且只有在）所提供的上述说明、图纸、结算结算与其他文件中所含生产方面的任何专有技术转为一般性知识、同时供货方没有违反上述义务时，才应终绝保密责任。

Any depictions, drawings, calculations and other documents provided by us shall remain our property and subject to our rights of ownership and copyright. Such shall be used exclusively for production on the basis of our order. After completion of the order, such shall be returned to us without any need for us to request this to be done. The supplier shall keep strictly secret all such depictions, drawings, calculations and other documentation and information received. Such may only be made available to third parties with our prior express written consent. The duty of secrecy shall also apply after the termination or expiration of the contractual relationship between us and the supplier. It shall extinguish if and to the extent that any know-how concerning production contained in the depictions, drawings, calculations and other documentation made available becomes general knowledge, without a breach of these obligations by the supplier.

第 10 章 责任限制

§ 10

Limitation of Liability

除因我方严重疏忽或故意失职等行为导致任何人员生命、身体或健康受损或导致任何财产受损须由我方承担责任外，供货方不得提出索赔。

Claims for damages by the supplier are excluded, except that we are liable for damages resulting from injuries of a person's life, body or health or for property damages caused by grossly negligent or intentional failure of our duties.

第 11 章 合同期限与终止

§ 11

Contract Duration and Termination

- (1) 凡受本《采购条件》管辖的所有合同（**合同**）均在经双方签字后生效，初始有效期为 2（两）年。任何一方均可提早 6（六）个月书面通知在某一日历季度末时终止合同。如无终止通知书，合同有效期自动延展 1（一）年。最早自合同签署日起计 2（两）年过后，才准根据本第 11 章第(1)条规定终止合同。

Any contract subject to these Purchase Conditions (“Contract”) will become effective with the signature of both parties and shall have an initial term of 2 (two) years. It can be terminated by each party by giving 6 (six) months advance written notice with effect of the end of a calendar quarter. If there is no notice of termination, it shall automatically be extended for a further term of 1 (one) year. A termination of the Contract under this §11(1) is permitted at the earliest with effect of 2 (two) years after signing of the Contract.

- (2) 双方可以随时达成书面协议终止合同。

The Contract can be terminated at any time by mutual written agreement of the parties.

- (3) 如有人对供货方提起破产程序，我方可随时书面通知供货方终止合同，立即生效。

We may terminate the Contract at any time by written notice to the supplier without prior notice period in case an application for insolvency proceedings has been filed for the supplier.

- (4) 在合同有效期内的任何时间，任何一方严重违反合同或合同任何附件的，且在收到守约方发出的要求补救违约行为的通知后 4（四）周内没有补救的，守约方有权书面通知违约方终止合同，立即生效。

At any time during the term of the Contract, where a party has committed a material breach of the Contract or any of its attachments and the breach has not been remedied within 4 (four) weeks after the breaching party has received a written reminder from the non-breaching party to remedy the breach, the non-breaching party is entitled to terminate the Contract by written notice to the breaching party without notice period.

第 12 章

适用法律 – 争议的解决 – 履约地点

§ 12

Applicable Law – Dispute Resolution– Place of Performance

- (1) 本《采购条件》及受其管辖的合同，均适用中国法律。

The law of the PRC shall apply to these Purchase Conditions and the contract governed by them.

- (2) 本《采购条件》及受其管辖的合同产生的或与之相关或者涉及其效力的一切争议，均由双方通过友好协商解决。如双方在发生争议后 30（三十）天内无法达成一致，最终应将争议提交中国国际经济贸易仲裁委员会（“贸仲”）辖下的某一仲裁庭，按照贸仲在申请仲裁当日生效的仲裁规则进行仲裁。仲裁地点为上海，仲裁程序以英语进行。仲裁庭由 3（三）名仲裁员组成。双方各指定 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。如任何一方在收到仲裁庭的仲裁通知后 1（一）个月内没有指定其仲裁员，或前述两名仲裁员在接获指定后 1（一）个月内无法就首席仲裁员人选达成一致，相关仲裁员或首席仲裁员由贸仲主任指定。仲裁裁决为终局裁决，对双方均具约束力。仲裁费及胜方包括律师费在内的合理费用由败方承担，仲裁庭另有裁决的除外。

Any dispute arising out of or in connection with these Purchase Conditions or the contract governed by them or over their validity shall be settled through friendly consultations between the parties. If no agreement can be reached between the parties within 30 (thirty) days after the dispute has arisen, the dispute shall be finally submitted for arbitration to an arbitration tribunal of the China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration according to the Rules of Arbitration of the said arbitration commission effective on the date of request for arbitration. The place of arbitration shall be Shanghai. The arbitration proceedings shall be conducted in English language. The arbitration tribunal shall consist of 3 (three) arbitrators. Each party shall appoint 1 (one) arbitrator. The third arbitrator, who shall act as chairman of the arbitration tribunal shall be jointly appointed by the two first-mentioned arbitrators. If a party fails to appoint its arbitrator within 1 (one) month after receipt of the notice of arbitration from the arbitration tribunal or if the two first-mentioned arbitrators cannot come to an agreement on the chairman of the arbitration tribunal within 1 (one) month after they have been appointed, the respective arbitrator or the chairman of the arbitration tribunal shall be appointed by the Chairman of the CIETAC.

The arbitration award shall be final and binding on the parties. The arbitration fee and the reasonable costs of the winning party, including lawyers’ fees, shall be borne by the losing party except as otherwise awarded by the arbitration tribunal.

- (3) 只要订单中没有相反规定，应以我方注册地址作为履约地点。

Insofar as nothing to the contrary is provided for in the order, the place of performance shall be our registered address.

第 13 章
其他
§ 13
Miscellaneous

本《采购条件》以中文与英文书就。两种文本具有同等效力与约束力。如有歧义，以英文本为准。

These Purchase Conditions 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.