

1. Applicability of terms and conditions

1、条款与条件的适用范围

1.1 The following terms and conditions of purchase apply exclusively to all assignments, orders and contracts issued or entered into by us to or with companies, legal entities governed by public law and regulations of place where the purchasing company locates (further the "order") relating to the purchase of goods as well as works or services (further the "deliveries"). We hereby expressly reject as not binding on us any terms and conditions which depart from or add to these terms and conditions of purchase. Our terms and conditions of purchase shall continue to apply exclusively even if, in specific cases, we do not contradict the inclusion of terms and conditions of our supplier or accept the latter's delivery without reservation in the knowledge of the supplier's contrary or supplemental terms and conditions of business.

1.1 以下采购条款与条件独家适用于我们就货品及工程或服务（以下简称“交付物”）的采购向或与受采购公司所在地公共法律法规管辖的公司或法律实体签发或签订的所有转让书、订单和合同（以下简称“订单”）。我们谨此明确拒绝接受任何与本采购条款与条件相背离或补充入本采购条款与条件中的条款与条件，它们不对我们具有约束力。即使在特定情况下，我们在知悉我们供应商相反或补充的商业条款与条件的情况下，未反对加入供应商的条款与条件，或无保留地接受供应商的交货，我们的采购条款与条件仍应继续独家适用。

1.2 Our terms and conditions of purchase shall also apply to future transactions even if they are not specifically agreed to again.

1.2 我们的采购条款与条件还应适用于未来的交易，即使未重新特别予以约定。

1.3 References to the application of statutory provisions are for the avoidance of doubt only. Statutory provisions shall apply even in the absence of such clarification unless they are directly varied in these terms and conditions of purchase or expressly excluded.

1.3 提及法律条文的适用仅为了避免产生疑问。即使未作此澄清说明，法律条文仍应适用，除非法律条文在本采购条款与条件中被直接更改，或被明确排除在外。

1.4 The invalidity of individual provisions of these terms and conditions of purchase shall not prejudice the validity of the remaining provisions.

1.4 本采购条款与条件的个别条文的无效，不影响剩余条文的有效性。

1.5 These terms and conditions of purchase are written in both Chinese and English. In case of any inconsistency between the two versions, the Chinese version shall prevail.

1.5 本采购条款与条件以中、英文两种语言书就。两个版本如有不一致之处，以中文版为准。

2. Conclusion of contract

2、合同的订立

2.1 Our orders must be in written or text form. Individual arrangements made in specific cases with the supplier (including side agreements, supplemental arrangements and amendments) shall in any case take precedence over these terms and conditions of purchase. For the content of such arrangements, reference shall be a written contract or our confirmation in writing or in text form.

2.1 我们的订单必须为书面或文本形式。在特定情况下与供应商达成的个别协议（包括附属协议、补充协议和修订案），在任何情况下均应优先于本采购条款与条件。对于该等协议的内容，应在书面合同或我们的书面或文本形式的确认函中提及。

2.2 Our orders may only be accepted either through an order confirmation in writing or in text form within two weeks of the date of the order or by sending the goods without reservation. Any delayed acceptance shall be treated as a new offer and shall require our acceptance. Call-off orders shall be binding if the supplier does not contradict them within three working days of receipt. Order confirmations which deviate from our orders in terms of prices, delivery dates or production data constitute a rejection of our order process. The text of the order, technical documents (drawings etc.) or product descriptions shall be decisive for order processing. Amendments, additions or other deviations must be expressly mentioned in the order confirmation or set out in technical documentation (drawings etc.) and approved by us. A reference to the supplier's terms and conditions of sale shall not suffice.

2.2 我们的订单仅可通过在订单发出之日后两周内以书面或文件形式发出订单确认函或通过无保留地发送货品予以接受。任何延迟接受应被当作新要约，并且需要我们同意。如果供应商在收到订单后的三个工作日内未提出异议，则随需交货订单应具有约束力。订单确认函若在价格、交货日期或生产数据上与我们的订单存在偏离，即表示对我们的订单流程的拒绝。订单、技术文件（图纸等）或产品描述的文本，对订单处理而言具有决定性作用。修订、补充或其他差异内容，必须在订单确认函中明确述及或在技术文件（图纸等）中阐明，并经我们批准。仅提及供应商的销售条款与条件并不够。

3. Prices and payment terms

3、价格和支付方式

3.1 The prices listed in the order are fixed prices. The prices include "FCA" delivery as well as packaging, unless expressly agreed otherwise in writing. Unless expressly agreed otherwise, all Incoterms refer to the Incoterms published by the International Chamber of Commerce (ICC) in their most recently published version. In the exceptional case where no prices are stated, the supplier's price list published at the time the order was placed shall apply with the deductions as referred to in this Section 3. Statutory value-added tax shall be shown separately. Otherwise it is deemed included in the price.

3.1 订单中列示的价格为固定价格。价格包括“FCA（货交承运人）”交货价及包装费用，除非另有明确书面约定。除有明确约定外，所有国际贸易术语（Incoterms）系指国际商会（ICC）在他们最近发布的版本中公布的国际贸易术语。在未注明价格的特殊情况下，供应商在下单时发布的价格单应适用，不作本第3条提及的扣减。法定增值税应单独列示，否则视为包含在价格中。

3.2 Where the supplier has taken on the assembly, installation and/or commissioning of a product and where nothing else is agreed in writing, the supplier shall bear all the necessary incidental costs such as, e.g., travel expenses and provision of the tools. No remuneration or compensation will be paid for visits or the preparation of bids, projects etc.

3.2 若供应商承担产品的组装、安装和/或调试，并且若未以书面形式约定其他内容，则供应商应承担一切必要的附带费用，例如，差旅费及提供工具。对于视察或准备投标、项目等，不支付任何报酬或补偿。

3.3 Each order will be invoiced separately. The invoice shall clearly state the order number shown in our order, the order position, the order date, the supplier number as well as our item number, the customs tariff number, the source country and the preference indicator. Invoices are not to be paid as long as any of this information is missing.

3.3 每份订单应分别开具发票。发票应清楚注明我们订单中显示的订单编号、订单状况、订单日期、供应商编号及我们的商品编号、关税编号、原产国及优惠指标。上述信息只要有任何缺失，发票即无需支付。

3.4 In the case of invoices which are not sufficiently identifiable, in particular where order references are incomplete and numbers are missing, the time period for compliance with the date of payment shall only commence after this is fully clarified by the supplier. Where certificates, documentation, materials tests, test reports etc. which form an integral part of the order are not enclosed with the invoice or delivery, the time period for compliance with the date of payment shall commence once these documents are received in full. The invoice must, even in the case of delivery in instalments, be sent to us separately upon the dispatch of the consignment.

3.4 在发票无法充分识别的情况下，特别是在订单参考号不完整及编号缺失的情况下，遵守付款日期的时间期限应仅在供应商充分澄清后开始计。若构成订单一部分的证书、文件、材料测试、测试报告等，未随发票或货物一同交付，则遵守付款日期的时间期限应从收到全部该等文件时起计。发票必须在发货时单独发给我们，甚至是在分批交货的情况下。

3.5 Invoices shall be issued in the currency specified in the order and otherwise in EUR; payments shall be made exclusively in EUR unless a different currency is specified in the order.

3.5 发票应以订单中指定的货币（如未指明，则为欧元）开具；款项应仅以欧元支付，除非在订单中指明以不同的货币支付。

3.6 We shall make payment at our choice by bank transfer and, unless otherwise agreed, following acceptance of the delivery and receipt of the supplier's verifiable invoice (receipt shall be determined from the customer's incoming mail stamp) as well as transfer of all documentation belonging to the items delivered within 90 days.

3.6 我们应通过银行转账（由我们选择）支付款项，并且除非另有约定，应在接受交货和收到供应商的可核实发票（接收时间应根据客户的收件邮戳确定）后支付，同时应在90天内转送属于所交付物项的所有文件。

3.7 If the invoice has arrived before receipt of the goods to be delivered or if the delivered goods contain defects, the period for compliance with the date of payment shall only begin with the arrival of the (defect-free) goods.

3.7 如果发票在收到待交付货物之前到达，或如果所交付的货物存在缺陷，遵守付款日期的期限应仅从（无缺陷）货物到达之时起计。

3.8 We shall be entitled to retain the invoice amount in accordance with the statutory terms until the complete removal of defects related to delivery and service.

3.8 我们应有权根据法定条款扣留发票款额，直到与交付物和服务有关的缺陷得到完全消除为止。

3.9 We shall only be in delay if we fail to pay subsequent to receiving a reminder from the supplier after the date the payment is due.

3.9 只有在应付款之日后收到供应商发送的提醒后仍未付款，我们才会构成延迟付款。

3.10 Payments do not constitute the recognition of the contractually agreed deliveries or services.

3.10 付款并不意味着认可合同约定的交付物或服务。

4. Delivery terms and delivery period

4、交货方式和交货期限

4.1 Where delivery is not made within the agreed delivery period or the supplier defaults, our rights shall be determined in accordance with the statutory terms unless otherwise agreed below.

4.1 若未在约定的交货期限内交货，或供应商违约，则应根据法定条款确定我们的权利，除非下文另有约定。

4.2 The deadlines listed in the order or agreed elsewhere are binding and shall be strictly complied with. The supplier shall immediately inform us in writing of any imminent delay or exceedance of the agreed dates and deadlines, giving reasons for the same and their anticipated duration.

4.2 订单中列示的或其他地方约定的最后期限具有约束力，并应予以严格遵守。如果即将发生延期或超出约定日期和最后期限，供应商应立即以书面形式告知我们，说明原因及预计持续时长。

4.3 The delivery periods fixed in our orders shall commence upon the date of the order. Deliveries are only possible at the agreed times. Goods are accepted only on Monday to Thursday between 7.30am and 9.15am, 9.30am and 12 noon, 12.30pm and 3.30pm and on Fridays between 7.30am and 9.00am and between 9.30am and 1pm.

4.3 在我们的订单中确定的交货期限应自订单开具之日起计。仅可在约定时间交货。仅在星期一到星期四的上午7:30到9:15、上午9:30到中午12:00、下午12:30到3:30，及星期五的上午7:30到9:00和上午9:30到下午1:00接受货物。

4.4 Part deliveries and early deliveries are only permitted if we have expressly indicated our agreement to this. Entitlement to payment shall, however, only fall due on the originally agreed delivery date.

4.4 只有我们明确表示同意，才允许部分交货和提前交货。但是，收款权利应仅在原约定交货日期生效。

4.5 If the supplier is in default we shall, in addition to any further statutory claims, be entitled to charge a penalty for breach of contract in the amount of 0.2% of the order value per calendar day but not more than 5% of the order value; the order value is understood as the agreed remuneration upon completion of the contract. We are obliged to declare the reservation of the contractual penalty for breach of contract no later than upon payment of the invoice following the late delivery.

4.5 如果供应商违约，除任何进一步法定索赔外，我们还应有权收取违约金，金额为每日日历日按订单价值的0.2%计，但最多为订单价值的5%；订单价值理解为合同完成时的约定报酬。我们有义务在不迟于延迟交货后的发票款额支付之时宣布保留违约金。

4.6 The acceptance of the late delivery/service does not imply a waiver of damage claims. This shall be without prejudice to any further statutory claims. In enforcing damage claims any contractual penalty which may already have been imposed shall be offset against the asserted damages.

4.6 接受延迟交货/服务，并不意味着放弃损害赔偿。这并不影响任何进一步法定索赔。在执行损害赔偿时，已处的任何违约金应用以抵销主张的损害赔偿。

4.7 Where required by us in the order, a works inspection certificate in line with EN 10204 or an equivalent internationally recognised inspection certificate listing the characteristics agreed with the supplier shall be enclosed with the delivery along with the delivery note. Where required in our order, full initial sample documentation must be enclosed with initial deliveries, in particular those intended as samples. We must receive an advice specifying our order information on the day of dispatch of each freight delivery.

4.7 若我们在订单中提出要求，则应在交货时附上与EN 10204相符的工厂检查证书，或列有与供应商约定的特征的同等级国际认可的检查证书，与发货单一同提交。若在我们的订单中有要求，则必须在首批交付物中附上完整的初始样本文件，尤其是预期作为样本的交付物。我们必须在每批货物发出之日收到一份指明我们订单信息的通知。

4.8 Where, as a result of force majeure, the supplier is unable to deliver on time either wholly or in part or where the acceptance or use of the delivery in our business or by our customer is rendered impossible or rendered substantially more difficult as a result of force majeure, our duty of acceptance shall be postponed as appropriate in line with our actual requirements. If we or our supplier are affected by force majeure, we shall be entitled, at our discretion, to cancel the contract wholly or in part.

4.8 若因不可抗力，供应商无法按时交货，不论全部还是部分，或者若在我们的业务中接受或使用交付物或我们的客户接受或使用交付物，因不可抗力而变得不可能或变得更加困难，则我们的验收义务应根据我们的实际需要予以适当推迟。如果我们或我们的供应商受到不可抗力影响，我们应有权依我们的酌情决定全部或部分解除合同。

5. Place of performance, transfer of risk, acquisition of title

5、履约地点、风险转移、所有权获取

5.1 The place of performance shall be the place to which, according to the order, the goods are to be delivered or where the works or services are to be carried out. The place of performance for our payments is Wolfratshausen, Upper Bavaria.

5.1 履约地点应为货物根据订单交付至的地点或工程或服务的实施地点。我们的付款履约地点为上巴伐利亚沃尔夫茨豪森（Wolfratshausen, Upper Bavaria）。

5.2 Delivery shall be made by the supplier, properly packaged for transportation FCA, to the address indicated by us or shall be generated there. The risk of the delivery's accidental destruction [loss] or accidental deterioration shall only pass over to us upon acceptance by us or by the carrier instructed by us at the agreed place of performance or following final acceptance of the delivery, whichever is the later in time.

5.2 交货应由供应商按 FCA 进行，货物应适当包装以适合运输，并交付至我们指定的地址，或者交付物应在此地址生成。交付物的意外毁损【灭失】或意外变质风险，应仅在我们或我们指定的承运人在约定履约地点验收后或在最终验收交付物后（以较迟者为准）转给我们。

5.3 Upon the transfer of risk at the place of performance or handover to a carrier specifically instructed by us we shall acquire title to the goods without the reservation of any rights whatsoever for the supplier.

5.3 当风险在履约地点或货物移交至我们特别指定的承运人的地点转移后，我们应获得货物的所有权，不为供应商保留任何权利。

5.4 Where machines and equipment are being supplied, risk shall only pass following final acceptance at the place of performance.

5.4 若供应的是机器设备，则风险应仅在履约地点的最终验收完成后转移。

6. Retention of title, tools, documentation

6、所有权、工具、文件的保留

6.1 We reserve title to the goods provided by us (e.g. parts, components, semi-finished goods).

6.1 我们保留我们所提供之货物（例如，部件、零件、半成品）的所有权。

6.2 The reservation of title also extends to the full value of the products arising as a result of processing, mixing or combining our goods whereby these processes are carried out for us so that we are considered to be the manufacturers. In those cases where our products are processed, mixed or combined with goods belonging to third parties with existing proprietary rights, we shall acquire joint ownership pro rata to the objective value of these goods.

6.2 所有权保留的适用范围亦扩大至因我们货物的加工、混合或组合而产生的产品的完全价值，在此情况下，这些工序是为我们进行的，因而我们被视为生产者。在此等情况下，若我们的产品被与属第三方所有的货物一同处理、混合或组合，而该等第三方享有现有所有权，则我们应根据该等货物的客观价值按比例获得共同所有权。

6.3 Tools made available to the supplier and tools manufactured by the supplier on our instructions or ordered from third parties shall, where we have contributed to the cost, remain our property or shall become our property on manufacture or acquisition by the supplier and must be clearly marked as our property.

6.3 对于向供应商提供的工具及供应商根据我们的指示制作的或从第三方处订购的工具，若我们分摊了成本，该等工具应始终归我们所有，或应在供应商制作或获得后归我们所有，并且必须清楚标明属我们所有。

6.4 The supplier is obliged to keep the tools for us free of charge, to insure them adequately and upon request to provide us with evidence of the insurance cover. Unless otherwise agreed, the supplier shall be obliged to use the tools exclusively for the manufacture of the parts determined by us.

6.4 供应商有义务免费为我们保管工具，为它们充分投保，及一经请求，即向我们提供保险证明。除另有约定外，供应商应有义务仅将工具用于生产我们确定的部件。

6.5 The supplier shall, at its own expense, maintain and repair the tools provided. Upon the expiry of the contract the supplier shall surrender the tools to us immediately upon our request without its having any right of retention. When the tools are surrendered they must be in a flawless condition which, both technically and in terms of their appearance, corresponds to their previous use. Maintenance costs shall be for the supplier's account. In no case may the supplier dispose of the tools as scrap without our written consent.

6.5 供应商应自费维护和修理所提供的工具。在合同到期后，供应商应在我们提出请求后立即将工具交给我们，其不享有任何保留权。当工具交出时，它们必须完好无损，在技术和外观上均与先前使用状况相当。维护费用应由供应商承担。在任何情况下，未经我们书面同意，供应商不得对工具进行报废处理。

6.6 All documentation (e.g. drawings, images, test specifications), samples and models, tools and other items which we make available to the supplier in the context of the business relationship remain our property and shall, at our choice, either be surrendered at our request at any time but no later than upon the termination of the business relationship (including any copies, transcripts, extracts and replicas) or destroyed at the supplier's expense. The supplier has no right of retention. Models, templates and similar items produced by the supplier or by a third party and used by the supplier shall, where they are invoiced to us, be our property and are to be surrendered to us with delivery of the parts unless otherwise agreed in writing.

6.6 我们在商业关系背景下提供给供应商的所有文件（例如，图纸、图片、测试规范）、样品和模型、工具和其他物品，始终归我们所有，并且应根据我们的选择，在任何时候应我们的要求交出（但不得迟于商业关系终止之时）（包括任何复印件、副本、摘录和复制品），或予以销毁（费用由供应商承担）。供应商不享有保留权。对于供应商或第三方制作的及供应商使用的模型、模板和类似物品，若就它们向我们开具了发票，它们应归我们所有，并与交付的部件一同交给我们，除另有书面约定外。

7. Confidentiality

7、保密条款

7.1 The supplier shall not disclose to third parties any information, formulations, drawings, models, tools, technical records, procedural methods, software or other technical or commercial know-how or deliverables obtained thereby to which we have given access or which have been revealed to the supplier via us (further "confidential information"). Such information may only be used in the supplier's business exclusively for the performance of deliveries to us and may only be made accessible to such persons who, in the context of

the business relationship, must have knowledge of the confidential information and are bound by a duty of non-disclosure under this provision. This shall also apply beyond the duration of the business relationship for as long as and to the extent that the supplier is unable to prove that the confidential information was already known at the time it was obtained or that it was common knowledge or subsequently became common knowledge other than through the fault of the supplier.

7.1 供应商不得向第三方披露我们已给予取用权的或已通过我们向供应商透露的任何信息、配方、图纸、模型、工具、技术记录、程序方法、软件或其他技术或商业诀窍或因此获得的交付物（以下简称为“保密信息”）。该等信息仅可在供应商的业务中被用于向我们进行交货，并且仅可供下述人士取用，即在商业关系的背景下必须知悉保密信息且受本条规定的保密义务约束的人士。这在商业关系持续期间以外也应适用，只要供应商无法证明其在获得保密信息之时已知悉该保密信息，或保密信息属公共知识或随后非因供应商的过错而成为公共知识。

7.2 The use of confidential information for purposes other than those indicated renders the supplier liable to pay damages.

7.2 出于规定外的目的使用保密信息，供应商有责任支付损害赔偿。

7.3 The disclosure of confidential information and any transmission of documents, samples or models shall not give rise for the supplier to any entitlement whatsoever to industrial property rights, know-how or copyright and shall not represent a prior publication or right of prior use within the meaning of the German Patent or Utility Models Act (Patent- und Gebrauchsmustergesetz) as well as any legislation where the purchasing company is located.

7.3 保密信息的披露及文件、样品或模型的传送，并不会使供应商有权获得工业产权、专有技术或版权，亦不代表《德国专利或实用新型法》（Patent- und Gebrauchsmustergesetz）及采购公司所在地的任何法律所指的优先权或先用权。

8. Warranty, other liability and rights

8、保证、其他责任和权利

8.1 Unless otherwise specified below, the statutory terms shall apply in relation to our rights in case of material defects and defects of title affecting the goods (including wrong delivery and short delivery, and deficient assembly, operating or instruction manual) and in case of other breaches of obligation by the supplier.

8.1 除下文另有规定外，法定条款应适用于我们在存在对货物造成影响的材料缺陷和所有权缺陷（包括交货错误和交货短缺及缺乏组装、操作或使用手册）的情况下及在供应商有其他违反义务之行为的情况下享有的权利。

8.2 We shall be entitled to claims for defects even if, due to gross negligence, we were unaware of the defect at the time the contract was concluded.

8.2 我们应有权就缺陷提出索赔，即使因重大过失，我们在订立合同时并不知悉缺陷。

8.3 We check the delivered goods against the accompanying documentation only for the purpose of identifying them and to verify the quantity as well as to look for any outwardly visible damage caused during transportation. Within a reasonable period of at least five working days from discovery we shall notify the supplier of any defects in delivery once they are ascertained during our proper course of business. In this respect the supplier waives the objection of late notice of defects. In case of any defects which are not apparent even within the context of proper examinations, this period shall commence upon discovery of the defect. In case of delivery of machinery, machine parts and machine-type equipment which are to be assembled at our premises by the supplier or by third parties instructed by it, the notice period for defects shall commence as soon as the equipment is operational following its assembly.

8.3 我们根据随附的文件检查交付的货物，仅仅是为了识别它们，和确认数量，以及寻找运输过程中产生的任何表面可见的损坏。在发现后的合理期限（至少五个工作日）内，一旦在我们的正常营业期间查明任何交付物缺陷，我们应通知供应商。就此而言，供应商放弃对迟到的缺陷通知提出异议。对于即使进行适当查验仍不明显的任何缺陷，此期限应自发现缺陷之时起计。如属交付机器、机器部件和机器类设备，且它们将由供应商或其指定的第三方在我们的处所组装，则缺陷的通知期限应自设备在组装后正常运转之时起计。

8.4 Unless provided otherwise in this clause, the supplier shall be liable in accordance with the statutory terms, in particular for delivery defects, without such liability being limited or excluded on the basis of cause or amount and shall indemnify us to such extent against third-party claims.

8.4 除在本条中另有规定外，供应商应根据法定条款特别对交付物缺陷承担责任，而该责任不因原因或金额而受到限制或排除，同时供应商应在此范围内针对第三方索赔向我们作出赔偿。

8.5 As a rule, the choice of the kind of supplementary performance (removal of the defect or delivery of a replacement) shall be ours. The supplier shall bear all the necessary expenditure for the purpose of supplementary performance. This shall include, inter alia, assembly and removal costs, the costs of transport, infrastructure, work and materials as well as of dispatching and returning the defective delivery items. Items are dispatched at the supplier's risk.

8.5 一般而言，补充履约的类型（消除缺陷或交付替代品）应由我们选择。供应商应承担补充履约的一切必要支出。这其中包括组装和拆卸费用、运输、基础设施、工作和材料费用以及有缺陷交付物品的发货和退货费用。物品的发货风险由供应商承担。

8.6 Should the supplier fail to meet its supplementary performance obligation within a reasonable time limit specified by us, we can remove the defects ourselves and request reimbursement from the supplier for the expenditure necessary in this regard. Where supplementary performance by the supplier has failed or is not acceptable to us (e.g. due to particular urgency, risk to operational safety or the threat of unreasonable damage occurring), we are not required to set a time limit; we shall inform the supplier of such circumstances promptly and, where possible, in advance.

8.6 若供应商未在我们规定的合理时间期限内履行其补充履约义务，我们可自行消除缺陷，并要求供应商偿付就此而言必要的支出。若供应商的补充履约行为无成效或是我们无法接受的（例如，因特别紧急情况、操作安全风险或发生不合理损害的威胁），我们无需设置时间期限；我们应及时（而如可能，则应提前）将该等情况告知供应商。

8.7 Otherwise we are entitled in the case of a material defect or defect of title to a reduction in the purchase price or rescission of the contract in accordance with the statutory provisions. In addition, we are entitled to damages and reimbursement of expenditure in accordance with the statutory provisions.

8.7 在存在重大缺陷或所有权缺陷的情况下，我们有权获得采购价降低优惠，或有权根据法律规定解除合同。此外，我们还根据法律规定获得损害赔偿和支出报销。

8.8 To the extent that, in the context of its duty to remove defects, the supplier makes a new delivery or rectifies the defect, the limitation periods regulated in Clause 9 shall start afresh.

8.8 如果在其有义务消除缺陷的背景下，供应商重新进行交货或对缺陷进行了整改，第 9 条规定的时效期限应重新开始计算。

9. Limitation periods

9、时效期限

9.1 Unless stated otherwise, the limitation period for the contractual parties' mutual rights shall be governed by the statutory provisions.

9.1 除另有规定外，合同各方的相互权利的时效期限应受法律条文管辖。

9.2 The limitation period for claims in relation to material defects shall be 3 years from transfer of title. Where acceptance is agreed, the limitation period shall begin to run upon acceptance. Where the delivery is, in terms of its normal application, used for a building and it has caused this to be defective the limitation period shall only expire after 5 years.

9.2 与重大缺陷有关的索赔的时效期限应为从所有权转移时起计 3 年。若验收通过，时效期限应自验收通过之时起计。若就其正常应用而言，交付物被用于建筑，并且使建筑存在缺陷，时效期限应仅在 5 年后届满。

9.3 In case of defects of title the supplier shall additionally indemnify us against any existing third-party claims. For defects of title, the limitation period shall also be 3 years. Claims in relation to defects of title shall furthermore in no case become time-barred if the third party is still able to enforce its rights against us, particularly in the absence of any limitation period.

9.3 如属所有权缺陷，供应商还应针对任何现有第三方索赔向我们作出赔偿。对于所有权缺陷，时效期限也应为 3 年。此外，如果第三方仍能够针对我们执行其权利，尤其是在没有任何时效期限的情况下，则与所有权缺陷有关的索赔在任何情况下均不会丧失时效。

10. Product liability

10、产品责任

10.1 The supplier indemnifies us against all third-party claims due to and in connection with personal injury or material loss or damage if and insofar as the cause of this lies within the supplier's remit and organisational sphere. In this context the supplier shall also be obliged to reimburse us all expenditure which is incurred by us due to or in connection with a product recall or any other measure carried out by us. This shall be without prejudice to any further statutory claims.

10.1 供应商针对因或就人身伤害或重大损失或损害产生的所有第三方索赔向我们作出赔偿，只要造成此情况的原因是在供应商的职权范围和组织范围之内。在此情况下，供应商还应有义务为我们报销我们因或就产品召回或我们实施的任何其他措施产生的所有支出。这并不影响任何进一步法定索赔。

10.2 The supplier undertakes to take out extended insurance cover for product liability and product recall costs with an insured amount of, in each case, at least EUR 5,000,000 (five million euros) per event of personal injury/material loss or damage - all-inclusive; our claims shall not, however, be limited to the insured amount.

10.2 供应商承诺为产品责任和产品召回费用购买展期保险，在每种情况下保额为每次人身伤害/重大损失或损害事件至少 5,000,000 欧元（五百万欧元）——包括一切费用；但是，我们的索赔并不限于保额。

11. Subcontracting to third parties

11、分包给第三方

Subcontracting to third parties shall only be permitted with our written consent; otherwise we shall be entitled to rescind the contract wholly or in part and to claim damages.

只有经我们书面同意才准许向第三方进行分包；否则，我们应有权全部或部分解除合同，并申索损害赔偿。

12. Industrial property rights, copyright

12、工业产权、版权

12.1 The supplier guarantees that the goods, items and equipment supplied and their use are free of encumbrance of industrial property rights, copyright and other third-party rights, that no third-party intellectual property is being infringed and there is no breach of statutory or official regulations.

12.1 供应商保证，所供应的货物、物品和设备及对它们的使用均不附带有工业产权、版权和其他第三方权利负担，无第三方知识产权受到侵犯，并且不存在违反法律或官方规定的情况。

12.2 The supplier shall be obliged to indemnify us and our customers against all claims brought against us or our customers by third parties as a result of or in connection with the deliveries or their application.

12.2 供应商应有义务针对第三方因或就交付物或它们的应用对我们或我们的客户提起的所有索赔，向我们及我们的客户作出赔偿。

12.3 The supplier's indemnity obligation shall cover all expenditure incurred by us due to or in connection with utilisation via a third party.

12.3 供应商的赔偿义务应涵盖我们因或就通过第三方进行的利用产生的所有支出。

13. Quality assurance, CFSI

13、质量保证、CFSI

13.1 The supplier undertakes to maintain throughout the whole of the business relationship a quality management system DIN EN ISO 9000 et seq, which must guarantee the flawless quality of the deliveries to us, to monitor it at regular intervals through an internal audit and where deviations are discovered, to implement the necessary measures without delay. We shall have the right to verify the supplier's quality assurance at any time following prior notice. The supplier shall, upon request, grant us access to certification and audit reports as well as to test procedures carried out, including all test records and documentation concerning the delivery.

13.1 供应商承诺在整个业务关系持续过程中维持质量管理体系 DIN EN ISO 9000 等，而该质量管理体系必须保证交付给我们的交付物不存在质量缺陷；同时，供应商承诺定期通过内部审计监控该质量管理体系，并且如发现偏离，毫无延迟地实施必要措施。我们应有权在事先发出通知后，在任何时候审核供应商的质量保证情况。经请求，供应商应授予我们查阅证书和审计报告及检查所实施的测试程序的权限，包括所有与交付物有关的测试记录 and 文件。

13.2 Suppliers who perform calibration shall carry out this calibration according to the requirements of DIN EN ISO 17025. Each calibration shall be traceable to national and international normals. Subcontracting of calibration to third parties shall only be permitted if such subcontractor is certified accordingly and proof of certification is presented to us. If an adjustment of the measuring device becomes necessary in the course of the calibration procedures, supplier shall document the condition of the device before and after each adjustment.

13.2 进行校准的供应商应根据 DIN EN ISO 17025 的要求进行校准。每次校准应可追溯到国家和国际标准。如欲将校准工作分包给第三方，只有该分包商得到相应认证且向我们提交了认证证明，才准许进行该分包操作。如果在校准程序实施过程中有必要对测量设备进行调整，供应商应在每次调整前后记录设备状况。

13.3 Suppliers shall also comply with the statutory standard and recommended standard as so adopted in the statutory standard at the place whether the purchasing company is located. In case that two or more standards may be applicable on Supplier/Products, the higher standard shall prevail.

13.3 供应商还应遵守采购公司所在地的法定标准及在法定标准中采纳的推荐标准。如果有两个或两个以上的标准适用于供应商/产品，应以较高标准为准。

13.4 Supplier shall take the necessary precautions in order to reduce the risk of CFSI (Counterfeit, Fraudulent and Suspicious Items) entering the supply chain. All of supplier's purchasers must be aware of

the risks and dangers associated with CFSI entering the supply chain and must understand their role in the mitigation of such risks.

13.4 供应商应采取必要的防范措施，以降低 CFSI（假冒、欺诈和可疑物品）进入供应链的风险。供应商的所有采购员必须知悉与 CFSI 进入供应链相关的风险和危险，并且必须了解他们在降低该等风险的行动中所起的作用。

14. Advertising

14、广告

Reference to our orders for advertising purposes shall only be permitted with our express agreement.

只有经我们明确同意，才准许出于广告目的提述我们的订单。

15. Assignment of claims and right of retention

15、债权转让及保留权

15.1 Without our prior written agreement the supplier shall not be entitled to assign its claims against us either wholly or in part or to dispose of them in any other way.

15.1 未经我们事先书面同意，供应商无权转让其针对我们享有的债权，不论全部还是部分，亦无权以任何其他方式处置该等债权。

15.2 We shall be entitled to the statutory rights of set-off and retention.

15.2 我们应有权享有法定的抵销权和保留权。

16. Ecology/the environment; occupational safety; REACh; conflict minerals; other statutory requirements

16、生态/环境；职业安全；REACh 法规；冲突矿产；其他法律要求

16.1 The supplier is obliged to appropriately mark and label products which are subject to the flammable or dangerous goods regulation. Where no proper notification is given the supplier shall be liable to us for the resulting loss or damage. The same shall apply to third-party loss or damage where claims are made against us by third parties as a result of such loss or damage.

16.1 供应商有义务对受易燃或危险物品法规规制的产品做适当标记和贴适当标签。若未发出适当通知，供应商应就产生的损失或损害向我们承担责任。这应适用于第三方损失或损害，若第三方因该损失或损害对我们提出索赔。

16.2 The supplier acknowledges that, as manufacturers of goods/articles, we are a so-called "Downstream User" within the meaning of the European Community Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals No. 1907/2006 ("REACh") and warrants that it will comply with all REACh requirements, in particular those which are necessary in order to be able to process, sell or market within the EU, in particular: (a) to comply with the obligation to inform in Art. 33 REACh Regulation, according to which a supplier is obliged to notify its customer promptly and without delay of the existence of substances of very high concern (SVHC) with more than 0,1 % and if necessary to give instructions for a safe use. The notification shall contain the material number, the substance of concern and its percentage share on weight-by-weight basis and must be sent via email to RegulationsCertifications@eagleburgmann.com. The latest list of substances of concern is available at <https://echa.europa.eu/de/candidate-list-table>. It must be noted that this list is updated twice every year and that the most recent list only may be used as reference. If we don't receive such notification about the existence of SVHC from the supplier, we assume that the products delivered by the supplier do not contain SVHC with a share of more than 0,1%. Should the supplier deliver products containing SVHC without such prior notification according to Art. 33 REACh Regulation, we reserve the right to claim any resulting cost or damage -whether they incur at us or at third parties- from the supplier. (b) to pre-register, register or approve chemical substances or preparations to the extent legally required, (c) to implement internal organisational measures documenting compliance with REACh, (d) to ensure that a use of chemical substances or preparations within goods (including packing materials) which we or our customers have notified/reported to the supplier is covered by the corresponding (pre-) registration or approval if necessary, and (e) not to sell/deliver any goods of any kind that contain banned substances ((a) to (e) together being "REACh compliance").

16.2 供应商确认，作为货物/物品的生产商，我们是《欧洲共同体有关化学品的注册、评估、授权和限制的法规》（编号：1907/2006）（简称为“REACh 法规”）所指的所谓“下游用户”；供应商保证，其将遵守所有 REACh 法规要求，尤其是为了能够在欧盟内进行处理、销售或营销而有必要遵守的要求，特别是：（a）遵守 REACh 法规第 33 条规定的告知义务，根据该条的规定，供应商有义务及时毫无延迟地将存在份额超过 0.1% 的高度关注物质（SVHC）的情况通知其客户，且（如必要）提供安全使用说明。该通知应包含材料编号、关注物质及其按重量比重量计算所得的百分比份额，且必须通过电子邮件发送到 RegulationsCertifications@eagleburgmann.com。最新的关注物质清单可在 <https://echa.europa.eu/de/candidate-list-table> 获得。必须注意的是，该清单每年更新两次，最近的清单仅可作为参考。如果我们未从供应商处收到所述有关存在 SVHC 的通知，则认为供应商交付的产品不包含份额超过 0.1% 的 SVHC。若供应商在未根据 REACh 法规第 33 条的规定事先发出所述通知的情况下交付含有 SVHC 的产品，我们保留就任何因此产生的费用或损害向供应商提出索赔的权利——不论是给我们还是第三方招致该等费用或损害。（b）在法律要求的范围内预先登记、登记或批准化学物质或制剂，（c）实施内部组织措施，记录遵守 REACh 法规的情况，（d）确保使用我们或我们的客户已通知/报告供应商的货物（包括包装材料）中的化学物质或制剂，已获得相应的（预先）登记或批准，如需要，及（e）不销售/交付含有任何禁用物质的货品（(a)至(e)合称为“REACh 法规合规”）。

16.3 The supplier accepts that breaches of REACh compliance result, as a matter of principle within the meaning of applicable law, in a defect in the material, the preparation or other goods/articles and it shall indemnify us against all claims, obligations, costs and loss or damage caused by the supplier as a result of a breach of the aforesaid REACh compliance and shall at its own expense support us in the enforcement of the same.

16.3 供应商同意，作为适用法律所指的原则，违反 REACh 法规合规会导致材料、制剂或其他货物/物品缺陷，其应就因违反上述 REACh 法规合规而造成的所有索赔、义务、费用和损失或损害向我们作出赔偿，并应自费支持我们执行上述规定。

16.4 In addition, the supplier confirms to comply with all directives, laws and regulations applicable in the European Union - even if these are not applicable at its registered office - and to only deliver to us such delivery items that are compliant with the applicable regulations (in particular POP Regulation, EU 2019/1021).

16.4 此外，供应商确认遵守在欧盟适用的所有指令、法律和法规——即使这些指令、法律和法规在其注册办事处不适用，并且确认仅向我们交付与适用法规（尤其是 POP 法规 EU 2019/1021）相符的交付物。

16.5 The supplier has implemented an HSE management system analogous to ISO 14001, ISO 45001 and ISO 50001. It continuously undertakes to improve its environmental performance as well as workplace safety. The target for occupational safety is "Zero accidents". Furthermore, through appropriate risk and crisis management, the supplier shall contribute to the avoidance of any missed deliveries caused by disruptions in the production process (fire, strike etc.).

16.5 供应商已实施与 ISO 14001、ISO 45001 和 ISO 50001 类似的 HSE 管理体系。其持续承诺改善其环境表现及工作场所安全。职业安全的目标是“零事故”。此外，通过适当的风险和危机管理，供应商应尽力避免因生产过程中断（火灾、罢工等）而造成任何漏发货。

16.6 The supplier undertakes to comply with ILO (*International Labour Organization*) Standards.

16.6 供应商承诺遵守 ILO（国际劳工组织）标准。

16.7 The supplier must provide us with all the information that we need in order to be able to meet our customers' requirements or requests at short notice as well as to comply with any statutory requirements (e.g. the Dodd-Frank Act Section 1502 Conflict Minerals). This applies both in relation to requirements from third countries as well as those of the European Union and the Federal Republic of Germany.

16.7 供应商必须一接到通知即向我们提供我们为了能够满足我们客户的要求或请求及为了符合任何法律要求（例如，《多德·弗兰克法案》第 1502 条“冲突矿产”）而需要的全部信息。这既适用于第三国的要求，也适用于欧盟和德意志联邦共和国的要求。

17. Compliance; export controls; customs

17、合规；出口管制；海关

17.1 With regard to the existing business relationship with us, the supplier undertakes to comply with all laws applicable to it as well as the specifications in compliance codes or other codes notified to it by us.

17.1 就与我们的现有商业关系而言，供应商承诺遵守适用于其的全部法律，以及我们通知其的合规准则或其他准则中所载的规范。

17.2 The supplier guarantees that it maintains no direct or indirect commercial or other ties with terrorists, terrorist organisations or other criminal or anti-constitutional organisations. In particular, through adopting suitable organisational measures, the supplier shall independently ensure the implementation of applicable embargo orders, the European anti-terrorism and anti-crime regulations applicable in the context of the supplier relationship as well as the corresponding US and other applicable provisions in the context of its business operations, particularly through appropriate software systems.

17.2 供应商保证，其与恐怖分子、恐怖组织或其他犯罪或违宪组织不存在直接或间接的商业或其他关系。尤其，通过采取适当的组织措施，供应商应独立确保实施适用的禁运命令、在供应商关系背景下适用的欧洲反恐和反犯罪法规、以及在其商业运作背景下适用的相应美国和其他规定，尤其通过适当的软件系统。

17.3 Where prohibitions or consent obligations currently exist under the current EU Dual-Use Regulation, under the German Foreign Trade Regulation AL Enclosure of the current export list or the current US Commerce Control List for manufactured or delivered goods (products, software, technology) as such or as components or auxiliary equipment, the supplier shall automatically notify this in writing.

17.3 若当前在现行《欧盟两用物项出口管制法规》、《德国外贸法规》AL 附件的现行出口管制清单、或针对制造或交付货物（产品、软件、技术）（不论作为货物还是作为零件或附属设备）的现行《美国商业管制清单》下存在禁止规定或同意义务，供应商应自动以书面形式将此通知我们。

17.4 The supplier undertakes to keep evidence of the origin of the goods, i.e. the supplier must promptly supply the necessary declarations regarding the goods' origin in terms of trade and preferences (supplier declaration or certificate of origin) and also promptly and automatically give notice of any change of origin. Where relevant, the supplier shall give evidence of its information on the origin of the goods by way of a data sheet issued by its customs office. If the supplier fails to comply with this obligation, it shall be liable for all loss or damage and commercial disadvantages thereby arising.

17.4 供应商承诺保留货物原产地证明，即供应商必须及时提供就贸易和偏好而言必要的有关货物原产地的声明（供应商声明或原产地证书），还必须及时自动将任何原产地变更情况通知我们。若相关，供应商应通过其海关签发的数据表提供其有关货物原产地信息的证据。如果供应商未遵守此义务，其应对因此产生的所有损失或损害及商业不利条件负责。

18. Compliance with the minimum wage law

18、遵守最低工资法

18.1 The supplier undertakes and shall ensure when carrying out its orders that it complies with all obligations under the applicable local labour related legislation and pays no lower than the set minimum wage as amended from time to time. Furthermore, the supplier shall ensure that any sub-contractors and businesses offering services for hire used by it comply with the statutory regulations relating to the minimum wage.

18.1 供应商承诺并应在执行其订单时确保，其遵守适用的地方劳动相关法律规定的所有义务，并且其支付的工资不低于规定的最低工资（经不时修订）。另外，供应商应确保，其雇佣提供服务的任何分包商和企业均遵守与最低工资有关的法律规定。

18.2 The supplier shall, upon our written request and taking into account confidentiality obligations and commercial secrets, provide us with evidence of compliance with the provisions relating to it in appropriate form.

18.2 经我们书面请求，供应商应在考虑保密义务和商业秘密的情况下，以适当的形式，向我们提供遵守与其相关的规定的证据。

18.3 The supplier shall, immediately upon request, indemnify us against any claims brought by third parties against us in connection with breaches by the supplier of the above applicable legislation.

18.3 经请求，供应商应立即就第三方因供应商违反上述适用法律而对我们提起的任何索赔，向我们作出赔偿。

18.4 In case of any reckless or deliberate breach by the supplier of the above obligations, we shall be entitled to terminate the relevant contract or the relevant contractual relationship without notice.

18.4 若供应商因粗心而违反或故意违反上述义务，我们应有权终止相关合同或相关合同关系，无需发送通知。

19. Applicable law, jurisdiction

19、适用法律、管辖权

19.1 The law of the country/region where the purchasing company is located shall apply exclusively to these purchase terms and conditions and to the entire legal relations between ourselves and the supplier. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and other bilateral and multilateral treaties for the purpose of unifying international sales shall be excluded.

19.1 采购公司所在国家/地区的法律应独家适用于本采购条款与条件，及我们与供应商之间的全部法律关系。排除适用《联合国国际货物销售合同公约》（CISG）和旨在统一国际销售的其他双边和多边条约。

19.2 The exclusive place of jurisdiction for all claims arising from the business relations with the supplier, in particular from contracts or concerning their validity, shall be at the court where the purchasing company is located.

19.2 因与供应商的商业关系而产生的（尤其因合同产生或与合同的有效性相关的）所有索赔的专属管辖地，应为采购公司所在地的法院。

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