

# General Conditions of Purchase for Non-Product Related Services

非产品相关服务  
通用采购条件



## I. Conclusion of Contract/Legal Form Requirements/Offer 合同订立/法定形式要件/要约

1. Any legal relationship between the supplier and us shall be governed exclusively by the following terms and conditions. Conditions stipulated by the supplier as well as deviating agreements will be applicable only if separately confirmed by us in written form. Neither the fact that we do not expressly object to an agreement nor the acceptance of services or the payment thereof shall be deemed to be an acknowledgement.

供应商和我们之间的任何法律关系均应遵守以下条款及条件。供应商的条款和条件及其他协议均仅在经单独书面确认后适用。我们未明示拒绝，或对货物或服务接受或付款，均不构成对该等条款、条件和协议的确认。

2. The contract as well as possible modifications, side agreements, declarations regarding the termination of the contract and all other statements or notices require written form. If the supplier fails to accept an order within two weeks of receipt in written form, we shall have the right to withdraw the order at any time.

合同及其所有修改、附属协议、该等合同的终止声明和所有其它说明或通知均应以书面形式做出。如供应商未能在收到后两（2）周内以书面形式接受订单，我们有权在任何时候撤回该订单。

3. Agents commissioned by us with planning and/or inspection tasks do not have a general power of representation with respect to the supplier, in particular they are not entitled to vary any terms of the contract, to extend performance time-limits or to postpone performance dates and to legally admit invoiced amounts, wage claims, administration hours, material lists, measurements on site or the like. The supplier shall notify in written form any reservation or doubt exclusively and directly to the contact person stated on the order.

受我们委托执行计划和/或检查任务的代理人对供应商并不具有普遍代理权，尤其是，他们无权变更合同的任何条款、延长履行期限或推迟履行日期以及有效认可发票金额、薪金请求权、工作时间、材料清单、现场测量或类似事项。对于任何保留或疑惑，供应商应直接地和排他地以书面形式向订单中列明的联系人发出通知。

4. The offer is free of costs and without any commitment for us. The supplier guarantees that prior to the making of the offer it has examined carefully the local circumstances and has made a clarification concerning the implementation of the services as well as the compliance with technical regulations and other regulations by inspection of the relevant documents. Additional costs incurring for the supplier by the fact that it failed to take sufficiently into account the relevant documents as well as the local and seasonal conditions, if necessary by further inquiries at our company, will not be acknowledged after the placing of the order.

要约不产生任何费用，亦不使我们承担任何责任。供应商保证在发出要约之前，其已对当地环境进行了仔细调查，并且已经通过查阅相关文件清楚了解实施服务和遵守技术规范以及其它规范。供应商因未能充分考虑到相关文件以及当地和季节条件或对我司进一步必要的询问而发生的额外费用，在下订单后将不被我司接受。

## II. Scope of Services/Changes in Scope of Services 服务范围/服务范围的变更

1. For all services performed at our premises, the "Information on Protection of Labour, Environment and Security of the Works for Employees of Outside Companies" shall apply. The supplier has to obey the orders of the factory security.

在我们场所履行的所有服务均应适用《关于外部公司雇员劳动保护、环境和安全的信息通告》。供应商必须遵守工厂安全管理的命令。

2. The supplier shall ensure that it will, in good time, have obtained all information relevant for our intended use of its services and about any data and circumstances to the extent such information is relevant for the fulfilment of the supplier's contractual obligations. The supplier shall examine all handed-over documents, also in relation to the local conditions, with respect to correctness as well as statements of preparatory work of third parties, if any. The supplier has to immediately inform us in written form on any reservations of any kind by stating the cause and has to bring about an agreement with us concerning the continuance of the work. The supplier shall guarantee that its services are suitable for a correct, safe and economic use as well as for the intended use and comply with the state of the art and science. When performing its services, the supplier will observe all relevant standards, laws and legal regulations, in particular those concerning hazardous materials and dangerous goods, the protection of the environment and the prevention of accidents. The supplier will also act in compliance with generally acknowledged safety and industrial medicine specifications as well as with our own company standards. The supplier shall notify us of any required governmental permits or notification requirements.

供应商应确保其业已适时地获取了有关我们对其服务预定用途的所有信息，以及与供应商履行其合同义务相关的任何数据和情况。供应商应检验所有交付的文件和有关当地条件的文件的正确性以及第三方准备工作的说明（若有）。对于任何保留，供应商必须立即以书面形式通知我们、说明原因并与我们达成继续该工作的协议。供应商

## General Conditions of Purchase for Non-Product Related Services

非产品相关服务  
通用采购条件



保证：其服务适于正确、安全和经济的使用，以及适于预定的用途并有良好的工艺科技水平。在供应商提供其服务时，供应商将遵守所有相关标准、法律和法规，尤其是有关危险物质和危险品、环境保护和事故预防方面的标准、法律和法规。供应商亦将遵守被普遍认可的安全和工业医学规范以及我们自有的公司标准。供应商应通知我们任何所须的政府许可或申报要求。

3. We shall be entitled to request from the supplier modifications in the performance, as long as the supplier can be reasonably expected to meet such requests. The supplier shall implement such modifications within a reasonable period of time. Mutually satisfactory agreements shall be concluded concerning the consequences of such modifications, in particular with regard to additional and reduced costs as well as with regard to performance dates and time-limits. We will determine such consequences within our reasonable discretion if an agreement regarding the matters outlined in the previous sentence cannot be reached within a reasonable period of time.

我们有权要求供应商对履行进行更改，只要基于合理的期待供应商能够满足该等要求。供应商应在合理期限内执行该更改。双方应就该等更改可能引起的结果协商一致，尤其是对增加或减少的成本以及履行时间和完成期限。如果在合理时间内未能就上一句所述事项达成协议，我们将在合理的范围内自行做出决定。

4. The supplier shall be obliged to propose to us any change which it deems necessary or advisable. After receipt of our written consent, the supplier shall implement said changes.

供应商有义务就其认为必要或适当的变更向我们提出建议。在收到我们的书面同意后，供应商应执行该等变更。

As far as a change will result in additional or reduced costs and/or an exceeding of the time-limit, the supplier shall be obliged to draw our attention thereto simultaneously with its suggestion for change, and to submit a corresponding supplementary offer. Mutually satisfactory agreements shall be concluded concerning the consequences of such modifications, in particular with regard to additional and reduced costs as well as with regard to performance dates and time-limits. We will determine such consequences within our reasonable discretion if an agreement regarding the matters outlined in the previous sentence cannot be reached within a reasonable period of time.

如果变更会导致增加或减少费用和/或超过期限，供应商就有义务在为该等变更提出建议的同时提请我们注意，并提交相应的补充要约。双方应就该等更改可能引起的结果协商一致，尤其是对增加或减少的成本以及履行时间和完成期限。如果在合理时间内未能就上一句所述事项达成协议，我们将在合理的范围内自行做出决定。

5. We are entitled, but not obliged to accept deliveries and performances in the absence of the supplier in its name. We shall, however, not be liable for the completeness and correctness of said deliveries and performances, even in case of a written acknowledgement of receipt. All risks of storage shall be borne by the supplier.

在供应商不在场的情况下，我们有权利但无义务接受以其名义做出的交付以及履行。但是，即使存在确认收到的书面承认函，我们对上述交付和履行的完整性和正确性亦不承担任何责任。所有保管的风险均应由供应商承担。

6. The supplier shall prove by documents all tests carried out during the execution of the order as well as their results, wherein the supplier shall provide for a clear attribution to the respective services. The documentation shall be stored for at least five years from acceptance, unless a longer period of storage is agreed upon, and shall be made available to us upon request.

供应商应以文件的形式证实订单执行期间所进行的全部试验及其结果，其中供应商应清楚注明相关服务的明确属性。除非约定了更长的保存期，文件自验收后应至少保存 5 年，并可应要求向我们提供。

### III. Delivery Dates/Default 交付日期/迟延履行

Agreed dates and time limits are binding. A performance date or performance time-limit requirement shall be deemed observed if we or the consignee determined by our company will receive or accept the services according to the contract in time. The supplier shall inform us immediately in written form about any recognizable delay in delivery of its services by indicating the reasons for such delay and its expected duration. If the reason for the delay is beyond the supplier's control, the supplier may invoke such reason only if the supplier has met its obligation to notify us in due time. In the case of a delay in delivery, we are entitled to demand a contractual penalty from the supplier. A penalty of 0.3 % will be charged for each commenced day of delay, but altogether a maximum penalty of 10% of the total order value. This agreement pertaining to the contractual penalty or enforcement thereof shall not affect any legal claims for a delay in delivery we are entitled to. Paid contractual penalties shall be set off against claims for damages. The contractual penalty may be claimed until the date of payment of the rendered service.

# General Conditions of Purchase for Non-Product Related Services

非产品相关服务  
通用采购条件



约定的日期和期限均具有约束力。如果我们或我们公司确定的接受人及时收到或接受服务，则针对履行日期或履行期限的要求应被视为已被遵守。对于任何可知的延迟，供应商均应立即以书面形式通知我们，供应商还必须说明延迟的原因及其预计的持续时间。如果延迟的原因超出了供应商的控制范围，供应商只有在履行了适时通知的义务后才可援引该等原因。如果提供服务延迟，我们有权要求供应商支付违约金。对延迟一日，收取 0.3% 的违约金，但违约金最高不超过订单总金额的 10%。本条款所包含的违约金或其执行的约定应不影响我们对延迟交付的任何法定索赔权。已支付的违约金应从损害赔偿金中扣除。对违约金的主张可以直至被延迟的服务的支付日提出。

## IV. Deployed Staff/Subagents 派遣的员工/分代理人

1. The supplier shall be obliged to deploy only staff for which it fulfils all provisions under tax law and social security law. The supplier may only deploy foreign workers requiring a work permit when they belong to its own staff and have a residence permit and a work permit being valid for the territory and period of time in which the services are to be performed. Corresponding documents have to be submitted upon request.

供应商有义务仅派遣其为该等员工履行了税法和社会保障法的所有规定的员工。供应商派遣需要工作许可的外国员工必须在该等员工属于供应商自己的雇员并且拥有在服务履行的地域及期间内有效的居住许可和工作许可的情况下才可以。相应文件必须应要求提交。

2. The supplier may not deploy persons for fulfilling its contractual obligations which are employed by us or which have been employed by us during the last 18 months. The supplier may also not deploy staff hired out to it by third parties.

供应商不得为履行其合同义务而派遣我们正在雇佣或在过去 18 个月期间内我们曾雇佣的人员。供应商亦不得派遣由第三方借用给供应商的人员。

3. We are entitled at any time to expel staff members and persons employed in performing an obligation of the supplier from our premises or to refuse access to them when it seems appropriate to us because of safety reasons, in particular due to the behaviour of the person in question. The supplier shall replace said person at its own expense.

对于履行供应商义务的雇员和人员，我们有权在任何时候基于安全原因（尤其是该人员的行为所导致的）将其驱逐出我们的场地或拒绝其进入。供应商应自担费用更换该人员。

4. Subagents may be commissioned only after our prior written consent thereto.

只有经我们的事先书面同意，方可委托分代理人。

5. The supplier shall indemnify us upon our first written demand from and against all claims made by third parties (including official authorities) against us because of the fact that the supplier does not comply with the conditions as included in this contract under IV.

对第三方（包括政府机关）因供应商未能遵守第 IV 条规定而对我们提起的所有索赔，供应商应在我们第一次发出书面所偿要求后立即进行补偿。

## V. Quality Management 质量管理

The supplier shall at all times supervise the quality of its services. Upon our request, the supplier shall be obliged to establish and maintain a quality assurance system in compliance with a standard to be agreed upon with us.

供应商在任何时候均应监督其服务的质量。应我们要求，供应商有义务建立和保持符合约定标准的质量保证体系。

## VI. Acceptance 验收

1. After proper completion of the commissioned services, the supplier shall declare with respect to us the readiness for acceptance and will hand over all documents belonging to the subject of the contract. Within a reasonable time after receipt of the declaration of readiness for acceptance we shall carry out the acceptance. If the examination of the services of the supplier requires a putting into operation of the equipment being the subject of the contract or the like for testing purposes (individual test, integration test), the acceptance will only be effected after a successful completion of the test.

在所委托的服务适时完成后，供应商应向我们声明验收已准备就绪，并移交所有与合同服务有关的文件。我们将在收到该准备就绪的声明后的合理时间内进行验收。如果检验供应商的服务要求将合同有关的设备或类似客体投入运营来测试（单体测试、整体测试），验收仅在测试成功完成后予以生效。

## General Conditions of Purchase for Non-Product Related Services

非产品相关服务  
通用采购条件



2. Exceptionally, a partial acceptance will be made when otherwise the services of the supplier cannot be subjected to a later technical control due to the progress of the execution of the order.

作为例外，如果因为订单执行进程的原因，供应商的服务不能受制于后期的技术控制，则可进行部分验收。

3. The acceptance shall be carried out formally within the scope of a common local inspection. A record will be kept concerning the course and the result of the acceptance which shall be signed by both parties. Any fictions of the acceptance are excluded.

验收应在当地通常检验的范围内正式进行。有关验收过程和结果的记录应经双方签字并予以保存。任何拟制验收均应予以排除。

4. Unless another agreement was made in the individual case, the procedure of the acceptance shall be subject to our guidelines.

除非个案另有其他协议，验收程序应按照我们的指导方针进行。

5. Safety defects will always entitle us to reject the acceptance. The additional costs incurring for us and the supplier for repeated acceptances for which we are not responsible shall be borne by the supplier.

安全性瑕疵将赋予我们拒绝验收的权利。因责任不在我们的重复验收而发生的我们和供应商的额外费用应由供应商承担。

6. In case of services which due to the further progress in execution can no longer be inspected and examined at a later point of time, the supplier shall invite us to the examination in written form in good time. If the supplier fails to do so, it shall bear the costs for the necessary measures for the rendering possible of the examination upon request.

如果因为执行中的进程原因会导致服务在后期不可能进行检验和审查，则供应商应适时以书面形式邀请我们进行查验。如果供应商未能做到这一点，其应负担因在我们提出要求时采取必要措施使查验成为可能所发生的费用。

### VII. Prices/Terms of Payment 价格/支付条款

1. The agreed prices are firm prices, unless invoicing on the basis of negotiated hourly rates is agreed upon. Unless otherwise agreed, the payment shall be made within 14 days with a 3 % cash discount, until the 25th day of the subsequent month with a 2 % cash discount, or within 90 days net. These periods are computed from the time of receipt or acceptance of the service in compliance with the contract and receipt of a proper and verifiable invoice. If we receive and accept services at an earlier date than the date agreed upon, the payment period begins, however, with the agreed performance date at the earliest. We are entitled to choose the means of payment in our discretion (e.g. check or bill of exchange), invoices are to be submitted without carbon copies but shall include administration notes, material lists, our account, place of unloading, supplier number.

除非约定以协商的时间费率收费，协议的价格为固定价格。除非另有约定，在 14 日内进行支付可享受 3% 的现金折扣；至次月第 25 日之前支付可享受 2% 的现金折扣，在 90 日内支付应支付实价。上述期限自按照合同收到或验收服务并收到适当的并可验证的发票时起算。若我们在一个比约定的日期更早的日期收到并接受服务，但支付期限仍最早自约定的履行日起算。我们有权自行选择支付方式（如支票或汇票）。提交发票时无需提交副本复印件，但是应包括摘要、材料清单、我们的账户信息、卸载地点、供应商编号。

2. Any additional service shall be deemed discharged with the contractually agreed payment.

任何额外服务的费用被视为已包含在合同约定的价款中。

3. The supplier is not entitled to assign a claim against us to a third party or to have such claim collected by a third party.

供应商无权将针对我们的主张向第三方进行转让，亦无权让第三方收取该等主张的款项。

4. The supplier shall have the right to set-off against any of our claims or the right of retention, if and to the extent its claims are undisputed or its counterclaims are final and non-appealable. We shall have the right to set-off against claims of the supplier also any claims of an affiliate of us. We shall also have the right to set-off our claims against any claim of the supplier against any affiliate of us.

如果并且仅在对供应商的索赔权没有争议或者其反诉请求为终局并不可再上诉的情况下，供应商有权抵消我们的索赔权或保留权的任何部分。我们有权使用我们关联企业享有的任何索赔权抵消供应商的索赔权。我们有权使用我们对供应商的索赔权抵消供应商对我们的关联企业的任何索赔权。

# General Conditions of Purchase for Non-Product Related Services

非产品相关服务  
通用采购条件



## VIII. Warranties/Reimbursements of Costs/Warranty Period 保证/费用偿付/保证期

1. If the service is defective, we will be entitled to claims in accordance with the statutory rights, unless the following conditions provide otherwise. If the industrial safety is threatened, if there is a danger of unusually high damages or for the purpose of maintaining our ability to deliver to our customers, we shall be entitled, following notification of the supplier, to remedy the defects ourselves or have them remedied by a third party. Costs incurring as a result thereof shall be borne by the supplier. The supplier shall be liable for all damages, costs and expenses resulting, directly or indirectly, from defects of the service. In case at least parts of the service have been found to be defective, the supplier shall also be liable for the costs for inspections of the received services that exceed the customary scope of inspection. The foregoing applies also to comprehensive and partial inspections of the received service in the subsequent course of business by us. If the supplier avails itself of a third party to carry out a performance, the supplier will be held responsible for this third party as for any other person employed in performing an obligation.

如果服务存在瑕疵，我们将拥有法定的权利，除非以下条件另有规定。如果工业安全受到威胁，或存在高损害危险或者为保持我们能向客户交货，我们有权在通知供应商后自行对该瑕疵进行补救或者交第三方对其进行补救。因采取补救措施所产生的费用应由供应商承担。供应商应对瑕疵直接或间接引起的所有损害赔偿、成本和花费承担责任。只要部分服务被发现有瑕疵，对超过惯例部分的检验供应商亦应承担费用。上述规定亦应适用于我们和/或我们的客户在随后业务过程中对服务所进行的全面或部分检验。如果供应商用第三方履行某一义务，供应商亦应对该第三方的行为负责，如同对受其雇佣履行义务的任何其他人一样。

2. Unless mandatory law provides otherwise, the supplier shall be liable for defects that arise within 36 months of the date of receipt or acceptance of the contractual service. For services in connection with buildings or land, the supplier shall be liable for defects that arise within 60 months of the date of acceptance, and for all sealing work against pressing water as well as for roof covering the supplier shall be liable for defects that arise within 10 years of the date of acceptance. In the case of supplementary specific performance, this period is extended by the time during which the service cannot be performed as stipulated in the contract. Supplementary specific performance shall also be subject to the periods stated above. Furthermore, in case of electrical installations the supplier shall guarantee for the duration of five years that the concept is suitable and sufficient for the contractual purpose of use (functional guarantee).

除非强制性法律有另有规定，供应商应对合同服务收到之日或验收之日起 36 个月内发生的瑕疵承担责任。对于与建筑或土地相关的服务，供应商应自验收之日起 60 个月内发生的瑕疵承担责任。对于水压密封作业和屋面覆盖层作业，供应商应自验收之日起 10 年内发生的瑕疵承担责任。在补充实际履行的情况下，该期限应予延长，延长的期间应等于服务无法按照合同履行的期间。补充实际履行亦适用上述规定的期限。此外，如进行电气设备安装，供应商应担保在五年的期限内其设计适于并足以满足合同规定的使用用途（功能保证）。

## IX. Provided Accessories 提供的附属品

Materials, parts, containers, special packaging, tools, measuring instruments or substances or similar items provided by us (provided accessories) remain our property. Provided accessories may be copied or duplicated only with our prior written consent. The copies or duplicates become our property upon creation. The supplier shall not have any rights of retention on whatever basis to the provided accessories. Neither provided accessories nor copies or duplicates thereof may be made available to third parties (which shall include sub-suppliers) without our prior written consent and may not be used for any other purposes than the agreed upon purposes.

由我们提供的材料、部件、集装箱、特定包装、工具、测量器具或测量物质或类似物品（提供的附属品）均为我们的财产。仅在经我们事先书面同意的情况下，提供的附属品才可被复印或复制。复印件或复制件于产生时起即为我们的财产。供应商无权以任何理由保留提供的附属品。提供的附属品及其复印件或复制件均不得向第三方（包括分供应商）提供，并不得用于协议目的之外的任何其它目的。

## X. Software 软件

The supplier agrees to modify/improve the software pursuant to our instructions and in exchange for an adequate reimbursement of costs for a period of 5 years from the receipt or acceptance of the service performed according to the contract, unless the scope of the service includes standardized software. To the extent the software originates with a supplier of the supplier, the supplier shall obligate such earlier supplier accordingly.

除非服务范围中包括标准化的软件，供应商同意在收到或验收按合同履行的服务的五年内，依据我们的指示修改/改进软件同时取得足额补偿。如果软件来源于供应商的供应商，供应商亦应使其供应商承担该义务。

# General Conditions of Purchase for Non-Product Related Services

非产品相关服务  
通用采购条件



## XI. Force Majeure/Long Term Inability to Deliver 不可抗力/长期交付不能

1. Industrial conflicts, riots, acts of government and any other events that are unpredictable and unpreventable exempt both us and the supplier from contractual obligations, in each case for such time as the disturbance exists and within the scope of its effects. The party affected by the force majeure event must immediately and fully inform the other party and must make all efforts, within the limitations of what can reasonably be expected, to limit the effects of such events. The party affected by the force majeure event must notify the other party without undue delay of the end of the force majeure event.

对于劳资冲突、暴乱、政府行为以及不可预见和不可避免的任何其它事件，在该事件存在的期间及其影响的范围内，我们和供应商的合同义务将予以豁免。受到不可抗力事件影响的一方必须立即充分地告知另一方，并在可合理期待的范围内尽一切努力，抑制该等事件的影响。不可抗力事件结束后，受到不可抗力影响的一方必须毫不迟延地通知另一方。

2. In cases of a long term inability to deliver, cessation of payments, the opening of an insolvency proceeding, the refusal to open insolvency proceedings due to insufficient assets or the commencement of comparable proceedings with respect to one of the parties the other party shall be entitled to rescind the contract with respect to the part that has not yet been performed. If one of the foregoing events occur with respect to the supplier, the supplier shall support us to the best of its abilities in our efforts to perform the services by ourselves or by a third party, which support shall include the granting of licenses to intellectual property rights to the extent such rights are necessary for the performance of the service, such licenses to be granted on terms customary in the industry.

在一方长期交付不能、支付停止、破产程序开始、因资产不足拒绝开始破产程序、或与任一方有关的任何类似程序被启动的情况下，另一方有权就尚未履行的部分解除合同。如果供应商发生上述任何事件之一，其应尽其所能支持由我们自己或第三方履行服务，该等支持应包括知识产权许可的授予，该等许可仅限于履行相关服务所必须的知识产权，并且应依据行业惯例授予。

## XII. Confidentiality/Information 保密/信息

1. The supplier shall keep secret all information received from us and becoming known to him in another way, including drawings, documents, know how, samples, production devices, models, data carriers etc., may not make such information available to third parties (including sub-suppliers) without our written consent and may not use such information for purposes other than as determined by us. These obligations shall apply mutatis mutandis to copies and duplicates. This confidentiality obligation does not apply to information that the supplier had already obtained legitimately at the time of disclosure provided such information was not subject to a confidentiality obligation, that the supplier later obtains legitimately without being obligated to keep such information confidential, that is or becomes generally known without any breach of contract by one of the parties or for the use of which in another manner the supplier has received permission in written form. The supplier may not advertise its business relationship to us without our prior written consent.

供应商对于从我们获得或通过其它途径知悉的所有信息，包括图纸、文件、专有技术、样品、生产设备、模型、数据载体等，均应保密，未经我们的书面同意，不得向第三方（包括分供应商和分供应商）提供该等信息，并不得为我们所确定的目的之外的目的使用该等信息。本义务同样适用于复印件和副本。本保密义务不适用于如下信息：在披露给供应商时，供应商已经合法取得的信息，并且该信息不受保密义务约束；供应商后来合法取得的信息并无须对该等信息承担保密义务；非因为一方违约而为或变为公众所知悉的信息；或者供应商已经通过其他方式获得许可使用的信息。未经我们的事先书面同意，供应商不得用其与我们的业务关系做广告。

We retain title and reserve all other rights (such as copyright) to the information made available by us. Copies may be made only with our prior written consent. Title to the copies passes to us at the time such copies are created. Supplier hereby agrees with us that the supplier stores the copies on behalf of our company as bailee. The supplier agrees to properly store at its expense all documents and other objects, including copies thereof, that were made available to supplier, to keep them in perfect condition, to obtain insurance for them and to return them to us or destroy them at any time, in each case upon our request. The supplier has no right, on whatever grounds, to retain such objects. The supplier shall confirm the complete return or destruction in writing.

我们保留对于我们提供的信息的所有权和所有其它权利（例如版权）。仅在我们事先同意的情况下，方可制作复印件。复印件的所有权从复印件产生时即已转移给我们。供应商在此与我们约定，供应商作为代管人为我公司保管该复印件。供应商同意自担费用适当保存其获得的所有文件和其它物品，包括其复印件；使之保持完好的状态；为其办理保险并根据我们的要求向我们归还或销毁它们。供应商无论基于何种理由，均无权保留该等物品。供应商应以书面方式确认其已完全归还或销毁相关物品。

# General Conditions of Purchase for Non-Product Related Services

非产品相关服务  
通用采购条件



2. If the supplier breaches its obligations set forth in XII., a contractual penalty in the amount of up to Euro 25,000 shall become due immediately for each breach. Claims for damages shall be set off against any paid contractual penalties.

如供应商违反了第 XII 款规定的义务，则其每违反一次，就应立即支付 25,000 欧元的违约金。损害赔偿金应扣减已经支付的违约金。

## XIII. Insurance 保险

1. The supplier shall ensure adequate insurance on the merits or in terms of amount with respect to the liability for personal injury and damage to property as well as financial loss regarding the execution of the order and shall furnish us with evidence thereof upon request.

供应商应就与订单执行相关的个人伤害和财产损失以及财务损失的责任的实际情况或金额投保足额保险，并经我们要求向我们提供相应证明。

2. The liability of the supplier shall not be limited by the taking out of any insurance.

供应商的责任不得因投保任何保险而受到限制。

## XIV. Termination 终止

1. Notwithstanding any other legal rights to terminate and rights to rescind a contract, we shall have the right to terminate the entire contract or parts thereof at any time.

不管存在终止合同的任何其它法定权利和解除合同的权利，我们仍有权在任何时候终止整个合同或其任何部分。

2. In case of a termination according to item 1, only the services performed so far, completed in themselves and evidenced according to the contract have to be remunerated, provided that they are utilizable for us. Our claims for damages shall remain unaffected thereby.

如依据第 1 款而终止，我们仅对依据合同可证明的届时已履行并已各自完成的，并且可为我们所用的服务给予补偿。我们的损害赔偿请求不因此受到影响。

## XV. General Provisions 其他

1. Place of performance for all deliveries and services shall be the place of destination as specified by us.

所有交付和服务的履行地点应为我们规定的地点。

2. The contractual relationship shall be governed by the laws of the People's Republic of China, excluding the Chinese conflict of laws rules and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). Any dispute or claim arising from the execution of or in connection with the contractual relationship shall be settled amicably through friendly negotiation. In case no settlement can be reached through negotiation, such dispute or claim shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") Shanghai Commission to be settled in accordance with its then effective Arbitration Rules.

本合同关系受中华人民共和国法律调整，中国冲突法及《联合国国际货物销售合同公约》的规则均应予以排除适用。任何因履行本合同关系或与其有关的任何争议或权利主张应由双方通过友好协商解决。若经协商双方无法达成一致，该争议或权利主张应提交中国国际经济贸易仲裁委员会（“CIETAC”）上海分会根据该会的仲裁规则仲裁。

3. If any provision is invalid or may become invalid, the validity of the remaining provisions shall not be affected thereby.

如果本条款和条件中的任何特定条款无效或变得无效，其它条款和条件仍应保持其效力。

4. Both English and Chinese versions of this General Conditions of Purchase shall be equally authentic. In case of discrepancy between the two language versions, English version shall prevail.

本通用采购条件的中、英文版本具有同等效力。若两种语言版本存在不一致，以英文版为准。

Schaeffler (China) Co., Ltd.  
舍弗勒（中国）有限公司