

Additional Conditions for the Purchase of Machines, Equipment and Assembly Services

机器、设备和装配服务 补充采购条件



1. The supplier shall check completeness and accuracy of information and documents made available by us and shall correct them after consultation with us and shall also immediately demand any lacking information and documents in addition. The supplier may invoke default of information and documents to be delivered by us only, if it has demanded them in written form in good time and has sent at least one reminder in written form.

供应商应对我们所提供的信息和文件的完整性和准确性进行核实，并在征询我们的意见后进行更正并立即就任何缺少的或补充的信息和文件提出要求。只有在已用书面形式适时提出要求并且向我们发出了至少一份书面提醒的情况下，供应商才可援引我们所提供信息和文件存在缺陷。

2. Prior to the beginning of the production, all production documents such as drawings shall be submitted to us for approval. Claims for liability for defects and other claims against the supplier shall not be affected by an approval.

在生产开始前，图纸等所有生产文件均应提交我们批准。但该等批准不应影响我们就瑕疵责任而享有的索赔权以及其权利。

3. All documents to be supplied therewith have to correspond to the actual design of the supplied article and have to comply with the relevant provisions and standards, including our company standards. The documents shall be supplied in the agreed number in English language on data carriers. Versions in other languages have to be agreed upon separately.

所有提交的文件均应符合物品的实际设计，并应符合相关规定和标准，包括我们的公司标准。文件应当按约定数量以数据载体提供，必须为英语。其他语言版本只有在另有约定的情况下方能提供。

Even without a separate agreement, mounting instructions and operating instruction shall also be supplied to us from which the entire handling of the supplied article can be inferred. In addition, all documents required for repair, servicing and maintenance of the supplied article shall also be supplied.

即使没有单独约定，装配说明和操作说明亦应向我们提供，从中可推断出对所供物品的全部操作。此外，为修理、维修和维护所供物品所需的所有文件亦应向我们提供。

4. Elements and parts of the supplied item have to be designed and arranged according to the latest state of the art and science such that they can be serviced, checked, repaired and replaced quickly and easily. Wearing parts have to be designed and arranged such that they have a long service life.

所供物品和部件均应根据最新的科学技术工艺水平予以设计和安排，以便能够迅速地、方便地维修、检查、修理和更换。易损件的设计和安排须使其具有长使用寿命。

5. The supplier shall present, immediately after the conclusion of the contract, a production plan from which the production progress per calendar week can be gathered. Irrespective thereof, the supplier will report to us the production progress every four weeks.

合同订立后，供应商应立即提交生产计划，其中应列明每周的生产进度。虽然有此计划，供应商亦应每四周向我们通报生产进度。

6. We shall be entitled, with previous notice, to inspect the producing firms of the supplier and its sub-suppliers during normal business hours in order to check the production and the production progress of the article to be supplied. The supplier shall provide us with all information required for such inspection.

我们有权在事先通知的情况下，于正常营业时间对供应商及其分供应商的制造厂进行检查，以对拟供物品的生产和生产进度进行核实。供应商应向我们提供进行该等检查所需的所有信息。

7. If advance payments have to be made, the supplier shall present an unlimited absolute guarantee of a credit institution accepted by us, in which the credit institution undertakes to pay to us a sum up to the

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amount of the advance payment by waiving the plea of voidability, the plea of capability of set-off and the plea of unexhausted remedies.

若须支付预付款，供应商必须提供经我们认可的信用机构出具的无限制绝对保函，该信用机构应承诺向我们支付预付款金额的总数并放弃无效抗辩权、抵消抗辩权以及救济未用尽抗辩权。

8. If an assembly is stipulated by contract, it shall also comprise all necessary additional services such as the provision of the required scaffolds, utensils, lifting devices, tools, etc.. If an assistance from our side is agreed upon, said assistance will be rendered at the expense and risk of the supplier.

如果合同中包含装配的规定，其应包括所有必要的额外服务，例如提供所需的脚手架、器具、举升装置和工具等。如我方同意提供协助，则供应商应承担该等协助的费用和风险。

The supplier shall correlate with us the dates for the assembly work in good time. Prior to the beginning of the work, the supplier shall check the foundations and the supply points as well as all other circumstances relevant for a proper assembly.

供应商应适时地通知我们装配工作的日期。在工作开始前，供应商应检查地基、设施供应点以及与恰当实施装配相关的其它各点。

The supplier shall inform us in writing on the current status with respect to the persons commissioned by it with the assembly work at our factory. We are entitled to reject staff members or agents of the supplier for good cause. In this case, the supplier shall immediately provide for a reliable replacement. The calling of sub-suppliers requires our prior written consent.

供应商应以书面形式告知我们受其委托在我们工厂进行装配的人员的当前情况。我们有权基于合理的理由拒绝供应商的职员或代理人。在这种情况下，供应商应立即提供可信赖的替代人员。分供应商的启用须经我们的事先书面同意。

The supplier shall ensure that its staff members and agents follow our instructions and undergo the controls usual at our factory.

供应商应确保其职员和代理人将遵守我们的指示并服从我们工厂的日常管理。

Work that has to be performed at our factory premises shall not obstruct the working activity more than unavoidable.

必须在我们工厂场所内进行的工作不得妨碍经营活动，除非无可避免。

We shall be entitled to check all objects introduced into our premises or removed from our premises. On delivery and redelivery, the supplier shall provide us with lists in which the objects are specified. Objects which remain owned by the supplier have to be characterized as such with the firm or the trademark of the supplier. We shall not be liable for violations of the property of the supplier at our works.

我们有权检查带入我们场所或从我们的场所移走的所有物品。交货和再交货时，供应商应向我们提供列明物品详细情况的清单。仍为供应商所有的物品必须通过标注供应商的商号或商标加以区分。我们对于供应商在我们工厂内的财产损害不承担责任。

Water, compressed air and current will be provided by us at the given supply points. If additional supply lines and conduits and supply points are required, the supplier shall arrange for them and maintain them at its own expense and risk and has to remove them again after completion of the assembly work.

供水，压缩气体以及供电由我们在指定的供应点予以提供。如果需要其它供应管线、电路和供应点，供应商应自担费用和 risk 进行相应安排和维护并在装配工作完成后将其移除。

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The supplier shall notify us of fire-hazardous work prior to the beginning thereof. Unless otherwise agreed in written form, the supplier shall be responsible for a fire guard during and after termination of the fire-hazardous work.

对于有火灾危险的工作，供应商必须在开始之前通知我们。除非另有书面约定，在有火灾危险的工作进行期间以及完成后，供应商应负责相关的防火工作。

9. The agreed prices are firm prices. The supplier shall only then be entitled to remuneration of additional services if a written agreement has been agreed upon with us prior to the performance of said additional services.

协议的价格为固定价格。除非供应商在提供额外服务之前已与我们达成书面协议，否则其无权取得该额外服务的报酬。

10. We shall be entitled to carry out, prior to delivery, at the supplier's premises a pre-acceptance with functional testing, in case of machine tools also a geometrical checking according to DIN ISO 230-1, a test according to VDI/DGQ 3441 (statistic testing of the working and positioning accuracy) as well as according to DIN 45635 (noise level test). The date of the pre-acceptance shall be proposed to us by the supplier in good time, at least, however, 4 weeks in advance, and has to be agreed upon with us. Not later than one week before the pre-acceptance, all documents required for the pre-acceptance shall be provided to us by the supplier. The supplier shall place all tools, devices and materials required for the carrying out of the pre-acceptance at our disposal without charge.

在交货前，我们有权在供应商的场所进行预验收，并进行功能测试、如系机床则还要依据 DIN ISO 230-1 的规定进行几何测试、依据 VDI/DGQ 3441 的规定进行测试（运转和定位准确性的数据测试）以及依据 DIN 45635 的规定进行测试（噪声水平测试）。供应商应适时向我们提议预验收日期，至少提前四周通知我们并须经我们同意。供应商至迟应在预验收的一周前向我们提供预验收所需的全部文件。供应商应免费将预验收所需的所有工具、装置和材料交由我们支配。

An examination of the production output shall be agreed upon separately in any case

对产量的检验在任何情况下均须单独约定。

11. The supplied article will be submitted to a functional testing or - if agreed - to a trial run at our factory. For the functional testing as well as for the trial run, a proper instruction of our staff by the supplier as well as a four weeks smooth run under series conditions have to take place. On this occasion it has to be evidenced that the supplied article provides the performances as agreed upon in the contract. During the functional testing and during the trial run we shall be entitled to use the machine for production. After carrying out the functional testing and the trial run, the machine will be removed. We shall draw up an acceptance record on the acceptance, which shall be signed by the supplier and us.

所供物品须提交至我们的工厂进行功能测试或者——如有约定——进行试运行。对于功能测试和试运行，供应商必须对我们的员工进行适当指导，并在成批生产条件下平稳运行四周。在这种情况下，须证明所供物品具有合同约定的性能。在功能测试和试运行期间，我们有权使用机器进行生产。在进行功能测试和试运行后，机器将被移走。我们将制作验收记录，该记录应由我们和供应商共同签署。

12. Pre-acceptance, functional testing, trial run and acceptance will be carried out at the expense and risk of the supplier, wherein the supplier shall provide suitable testing and measuring means as well as sufficient supervisory staff. Operating staff and materials for the functional testing and the trial run will be provided by us.

预验收、功能测试、试运行以及验收的费用和风险应由供应商承担，为此供应商应提供适当的测试和测量工具以及足够的监控人员。功能测试和试运行的操作人员和原材料由我们提供。

If the pre-acceptance, the functional testing, the trial run or the acceptance has to be interrupted, extended or repeated due to reasons for which the supplier is responsible, the supplier shall bear all costs and disadvantages resulting for us therefrom.

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如果由于供应商应当负责的原因，预验收、功能测试、试运行或验收不得不中断、延期或者重复进行，则供应商应承担我们由此而产生的所有费用和不利后果。

13. After the acceptance we shall be entitled to use the supplied article and all documents to be delivered therewith in an unrestricted manner.

验收后，我们有权不受限制地使用所供物品以及随其交付的所有文件。

14. If the operation of the supplied article is subject to an official approval, the supplier shall procure said approval at its own expense.

如果所供物品的运行须经官方批准，则供应商应自担费用取得该批准。

15. Unless otherwise agreed, the limitation period for claims for defects in quality and defects of title shall be 36 months from the date of acceptance, unless applicable statutory law provides for a longer limitation period. If the acceptance is delayed without the supplier being responsible therefore, the limitation period begins with the provision of the supplied article for the acceptance.

除非另有约定或可适用的强制性法律规定了一个更长的时效，质量瑕疵和所有权瑕疵的索赔时效为验收日起 36 个月。如果验收并非由于供应商负责的原因而被延迟，则该时效应从供应商提交物品以供验收之日起算。

The limitation period for spare parts shall be 24 months computed from the date of putting them into operation, not exceeding, however, 36 months after our receipt of the spare parts.

备件的索赔时效为 24 个月，自将它们投入生产之日起开始计算，但最长不得超过我们收到该备件后的 36 个月。

16. The supplier shall be obliged, for the duration of 10 years computed from the acceptance, to deliver spare parts and to carry out repair work. Spare part deliveries and repair work shall be carried out pursuant to the conditions which apply to the original delivery.

供应商有义务在验收后的 10 年内提供备件和进行维修工作。备件供应和维修工作应依据原供货所达成的条件予以进行。

17. In all other respects, our General Conditions of Purchase shall apply.

就所有其他未尽事宜，我方《通用采购条件》应予以适用。

FAG Automotive Bearings (Shanghai) Co., Ltd.
富来极汽车轴承（上海）有限公司