

# General Conditions of Purchase of the Schaeffler Group China

## 通用采购条件

### 舍弗勒大中华区

#### I. General

##### 总则

In case of any purchase being undertaken by us any legal relationship between the Supplier and us is subject to the following terms and conditions. Conditions stipulated by the Supplier as well as any deviating agreements will be applicable only if confirmed in written form. Neither the fact that we do not expressly object to an agreement nor any acceptance of or payment for goods or services by us shall be construed as an acknowledgement.

由我们从事的任何采购，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。供应商制定的条件及其他任何背离协议均仅在经书面确认后适用。我们未明确拒绝任一协议的事实、或对货物或服务的任何接受或付款，均不得解释为认可。

#### II. Contract Formation and Amendment

##### 合同的订立及修改

1. Any individual contracts concerning the supply of goods or services as well as any amendments, side agreements, notices as to the ending of such as well as any other declarations or notices must be in text form (*Textform*) unless otherwise set out in these Conditions. If the Supplier does not accept an order within two (2) weeks of the receipt of such, we may revoke such (*Widerruf*) at any time.

除非另有相关约定，任何关于供应货物或服务的单项合同及其所有修改、补充协议、上述合同的终止通知和其他任何声明或通知均应以书面形式做出。如果供应商未能在收到后两周内接受订单，我们有权在任何时候撤销该订单。

2. In case of any delivery of goods, the applicable quality assurance agreement, logistics agreement, directive for the origin of goods and preferences as well as the shipping and transport instructions of the Schaeffler Group in their version applicable at the time the contract is concluded shall form an integral part of this Contract. The documents can be found at [www.schaeffler.cn](http://www.schaeffler.cn) (using the search function) and will be made available to the Supplier upon request.

若有交付货物情形，所适用的质量保证协议、物流协议、货物的原产国和优惠原产信息和在合同成立时所适用的舍弗勒集团航运和运输指示应成为合同不可分割的一部分。上述文件可以在网站 [www.schaeffler.cn](http://www.schaeffler.cn)（使用检索功能）浏览，也可应供应商要求取得。

#### III. Scope of Provision of Goods and Services / Changes to Scope / Spare Parts / Subcontractors

##### 提供货物及服务的范围 / 范围变更 / 备件 / 转包

1. The Supplier shall ensure that all significant data and circumstances in terms of its performance of its contractual obligations as well as the intended use of its deliveries are known to the Supplier in good time. Offers shall be at no expense to us. The Supplier shall ensure before providing any offer that it has exactly examined the local circumstances and is certain of the situation as a result of inspecting the documentation for the carrying out of the performance and compliance with technical and other regulations. The Supplier shall check all documents provided for matters including the local situation, correctness, feasibility as well as any performance of preliminary work by third parties. The Supplier shall notify us in writing without undue delay of any concerns with details of the reasons and the Supplier shall bring about an agreement with us as to the carrying out of the work.

供应商应确保其适时了解履行其合同义务相关的所有重要数据和情况，以及其交付(商品)的预计用途。报价无需我们支付费用。供应商保证：在提供任何报价前，精确审查了当地情况，并通过对履行其合同义务相关的文件检查确认这一情况，并确保能满足技术和其它规定的要求。供应商应审查提供的所有事实文件，包含当地情况、正确性、可行性及任何由第三方履行的前期工作质量等。供应商应及时书面告知我们任何疑问包括详细原因，且应与我们达成一个完成工作的协议。

2. We are entitled to request from the Supplier modifications in the design and construction of the supplied articles, so long as 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 delivery dates, extra and reduced costs. We will determine such consequences within our reasonable discretion if 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所供应货品的设计和制造进行更改，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，尤其是对交货日期以及增加或减少的成本。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。

3. The Supplier shall ensure that it will continue to be able, for a period of 15 (fifteen) years following the termination of the supply relationship and on reasonable terms and conditions, to deliver to us the supplied articles or parts thereof as spare parts.

供应商应保证在供应关系终止后的十五年内，其能够根据合理的条款和条件继续向我们提供其已供应的货物或其配件作为备件。

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4. The Supplier shall be entitled to assign any of its duties to subcontractors only with our prior written approval.

仅在获得我们事先书面同意后，供应商方有权将其义务转让给分包商。

## IV. Prices / Payment Terms

### 价格/支付条款

1. The agreed prices are firm prices. Payment conditions shall be agreed separately between the Supplier and us.

协议的价格为固定价格。付款条件应当在供应商与我们之间另行约定。

2. Invoices shall include the purchase order number, purchase order line, account number, place of unloading, customer reference, supplier number, part number, number of pieces, price per piece, and volume per delivery. The Supplier shall submit invoices exclusively in electronic form via the invoice data exchange platform notified by us prior to or upon formation of the contract, unless otherwise expressly agreed or prohibited under the relevant statutory provisions. Further details for electronic invoicing and the platform to be used are regulated in the provisions on digital collaboration. These provisions can be found at [www.schaeffler.cn](http://www.schaeffler.cn) (using the search function) or will be made available to the Supplier upon request.

发票上应包括采购订单编号，采购订单行，我们的账户和客户编号、卸载地点、供应商编号、零件编号、件数、单件价格以及每次交付的数量。供应商应通过我们在合同订立前或订立时通知的发票数据交换平台以电子形式提交发票，除非另有明确约定或相关法律规定禁止。关于电子发票和使用的平台的更多细节可见于电子合作（Digital collaboration）规定。这些规定可以在 [www.schaeffler.cn](http://www.schaeffler.cn)（使用搜索功能），或者将根据需求提供给供应商。

3. The Supplier agrees to participate to a credit memo procedure upon our request.

供应商同意根据我们的要求参加信用控管体系。

4. The Supplier is not entitled to assign any claim against us to a third party, or to have such claim collected by a third party, without our prior written approval. In the event that the Supplier assigns any claims or allows such to be collected by a third party without our approval, we shall still be entitled to continue making payments to the Supplier with discharging effect.

未经我们在先书面认可，供应商无权将其对我们的主张转让给第三人，或令此种主张落入第三人之手。如供应商未经我们认可就将任何主张转让给或允许其落入第三方，我们有权继续向供应商付款而不受此转让所产生的法律效果的影响。

5. The Supplier shall only have the right to set-off against any claims of us or the right of retention, if and to the extent that the Supplier's claims are undisputed, or its counterclaims are final and non-appealable.

仅在供应商的索赔是无争议的或其反诉是终局的并不可上诉的情况下，供应商方有权抵销或保留客户任何索赔的权利。

## V. Delivery Dates / Governmental Permits / Export Control

### 交付日期 / 政府许可/出口控制

1. All deliveries are DAP (Incoterms 2020), including packaging and conservation, to a location determined by us and, unless determined otherwise. Our company and the consignee determined by our company shall be advised about a shipment on the day of its dispatch. Each shipment shall include a delivery note in duplicate listing our order number, item number and supplier number. Agreed dates and time limits are binding. The Supplier shall inform us immediately in written form about any delay in delivery. The Supplier must also indicate 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.

所有交货均为 DAP（适用《国际贸易术语解释通则 2020》），包括包装和防护，至我们所决定的地点，并且，除非另有决定。装运信息应在离港日通知我公司和我公司确定的收货人。每单装运信息均应包括提货单一式两份，其中列明我们的订单编号、产品编号和供应商编号。约定的日期和时间限制具有约束力。如迟延交付，供应商应立即以书面形式告知我们。供应商也须列明上述延迟的原因及其预期持续时间。如延迟原因超出供应商控制范围，供应商只有在履行了适时通知义务后方能援引上述原因。

2. The Supplier shall notify us of any governmental permits or notification requirements that may be required for the import and the use of the delivered items.

对于交付产品的进口和使用有任何政府许可或通知要求的，供应商应通知我们。

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3. The Supplier shall, insofar as such is applicable, comply with all export control laws and regulations of the EU, the US or other export control requirements. The Supplier shall obtain all necessary permits before the transfer of technical information or objects to us and shall notify us, on an unsolicited basis, of the respective export control classification numbers for such technical information and goods (e.g. US law: ECCN) and of any restrictions for the transfer of such. The Supplier hereby undertakes to make available to us all information necessary for compliance with such provisions in each case. We shall be entitled to terminate any contract with immediate effect in relation to the Supplier insofar as any changes in applicable national or international export control laws or regulations or our internal rules based on such render impossible, or appear to make impossible, any acceptance of the contractual services or the fulfilment of obligations under the contract for the foreseeable future.

供应商应，如适用，遵守欧盟、美国或其他出口管制需求的所有出口管制法律法规。供应商应在转让技术信息或物品给舍弗勒之前，取得所有必需的许可，并应主动通知舍弗勒此技术信息和货物的相应出口管制分级编码（如美国法下的出口管制分类编码）和对于其转让的任何限制。供应商在此承诺，每一单中，使舍弗勒取得所有此条款项下合规所必需的信息。如对适用于国内或国际出口管制法律法规或舍弗勒内部规定的任何变更导致其无效、或可能无效，舍弗勒应有权终止任何合同、对合同服务的接受或在可预见的未来对本协议项下义务的履行，其对供应商立即生效。

#### VI. Acceptance of Work Performed

##### 履行工作的验收

1. Any acceptance of work shall take place after completion of such by way of our formal counter-signature on the respective record of acceptance. In relation to any performance which cannot be subsequently checked or examined the Supplier shall give us in good time written notice requiring the examination. Any fictional acceptance by way of failing to respond to a request for inspection, or by way of payment or actual use is hereby excluded.

任何工作的验收应在我们在相关验收记录上正式会签后完成。关于任何不能被随后检查或测试的性能表现，供应商应及时以书面形式通知我们要求测试。验收不包括任何未能对检查需求予以回复，或通过付款或实际使用的方式而形成的非真实验收。

2. Acceptance of any type required by the official authorities, in particular acceptance by recognised experts, shall be arranged by the Supplier at its own expense before the acceptance of the work insofar as such is not expressly excluded from the scope of performance. Any official certificates as to defect-free nature or any official approvals or acceptances shall be provided to us in good time before the acceptance of the work.

政府机关所要求的任何类型的验收，尤其是要求经认证专家验收的，就其未明确被履行范围排除在外的部分，应由供应商在验收工作之前安排并承担费用。在验收前，任何关于零缺陷的官方证书或任何官方许可或验收应及时提供给我们。

#### VII. Confidentiality / Information

##### 保密/信息

1. The Supplier (i) shall keep secret all information, including without limitation drawings, documents, know how, samples, production devices, models, media (collectively, the "Information"), (ii) may not make such Information available to third parties (including subcontractors) without our written consent and (iii) may not use such Information for purposes other than as determined by us. These obligations apply mutatis mutandis to copies and duplicates. This confidentiality obligation does not apply to information (i) that the Supplier had already obtained legitimately at the time of disclosure provided such information was not subject to a confidentiality obligation, (ii) that the Supplier later obtains legitimately without being obligated to keep such information confidential, (iii) that is or becomes generally known without any breach of contract by one of the Parties or (iv) for the disclosure or the independent use of which the Supplier has received permission. The Supplier may not advertise its business relationship to us without our prior written consent.

供应商(i)应对所有信息保密，包括但不限于图纸、文件、专有技术、样品、生产设备、模型、媒介（合称“信息”），(ii)未经我们书面同意，不得向第三方（包括分包商）提供该等信息，并且(iii)不得将该等信息用于并非我们所确定的目的。本义务业经必要的修改同样适用于复印件和副本。本保密义务不适用于如下信息：(i)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，(ii) 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，(iii)非因为一方违约而为或变为公众所知悉的信息；或者(iv)供应商已经获得披露和独立使用的许可的信息。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作广告。

2. We retain title and reserve all other rights (such as copyright) to the Information. Copies may be made only with our prior written consent. Title to the copies passes to us at the time such copies are created. The 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 the Supplier, to keep them in perfect condition, to obtain insurance for them and to return them to us or destroy them, 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 of the relevant object in writing.

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我们保留对于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。

3. If the Supplier breaches its obligations set forth in VII. 1., a contractual penalty in the amount of Euro 25.000 (twenty five thousand) shall become due and payable immediately for each breach. The Supplier shall retain the right to have the contractual penalty determined by a court decision. Damages shall be set off against any paid contractual penalties.

如供应商违反了第 VII 1 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。损害赔偿金应从已经支付的违约金中抵扣。

### VIII. Quality Control

#### 质量控制

The Supplier shall constantly monitor the quality of its performance. Before any delivery of contractual goods, the Supplier shall ensure that goods intended for delivery are free of defects and are conform to the agreed technical requirements, and the Supplier shall warrant such to us in writing.

供应商应不断监控其履行的质量。在交付合同货物前，供应商应确保用于交付的货物是无缺陷的且符合约定的技术要求，供应商应对上述以书面形式担保。

### IX. Warranties / Reimbursement of Costs / Warranty Period / Indemnification

#### 保证/费用补偿/保证期/赔偿

1. We will inspect incoming goods only with respect to externally apparent defects and externally apparent deviations in identity or volume. We will give notice of such defects without undue delay. Furthermore, we will also give notice of defects as soon as such defects have been detected in the ordinary course of business. With respect to the foregoing, the Supplier hereby waives the right to assert that the defects have been asserted too late.

我们将对到货进行的检验仅限于外部明显缺陷及其外在品种和数量的明显不符。我们将毫不延迟地通知供应商此种缺陷。此外，我们也会在正常的经营过程中一旦发现缺陷就通知供应商。鉴于以上情况，供应商特此放弃其主张缺陷声明过迟的权利。

2. If the delivered goods are defective, we will be entitled to the statutory rights, unless the following conditions provide otherwise. If industrial safety is threatened, if there is a danger of unusually high damage 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 incurred as a result of remedial action taken in accordance with the preceding sentence shall be borne by the Supplier.

如果所交付的货物有缺陷，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缺陷进行补救或者交第三方对其进行补救。依据上一句的规定而采取补救措施所产生的费用应由供应商承担。

3. If the Supplier avails itself of a third party to carry out a performance, in particular if the Supplier does not produce the goods itself but purchases them from third parties, the Supplier will be held responsible for this third party as for any other person employed in performing an obligation (*Erfüllungsgehilfe*).

如果供应商用第三方履行某一义务，尤其是供应商本身不生产货物而是向第三人采购此货物，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。

4. Unless a longer period is determined by law, the Supplier is liable for defects that arise within 36 (thirty-six) months of the date of receipt of the Supplier's delivery or of the date of acceptance, provided such acceptance was required as a matter of law or agreement. In the case of supplementary performance (cure of defects or delivery of goods free of defects), this period is extended by the time during which the delivery item cannot be used as stipulated in the contract. Supplementary performance is also subject to the periods stated above. All claims relating to defects become time barred at the earliest two (2) months after all claims of the final customer have been satisfied, but no later than five (5) years after delivery to us.

除非法律有规定更长的期间，供应商应对收到货物之日起或验收日（如有，根据法律或协议要求）起 36 个月内发生的缺陷承担责任。在补充履行（修理弥补缺陷或交付无缺陷货物）的情况下，该期限应予延长，延长的期间应等于已交付部分无法按照合同规定被使用的期间。补充履行的部分适用上述规定的期限。与缺陷相关的所有索赔权时效最早终止于最后的客户已实现所有索赔权后的两个月，但延长的时效不超过交货后的五年。

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5. In case of any claims by third parties in case of defects as to title, the Supplier shall indemnify us unless the Supplier is not responsible for such defect as to title. The Supplier shall indemnify us in case of any claim by a third party based on defective goods if and to the extent that any damage is caused by a defect in the goods delivered by the Supplier.

如因缺陷导致任何第三方索赔，供应商应向我们进行赔偿，除非上述缺陷并非供应商的责任。供应商应赔偿我们基于缺陷货物的任何第三方索赔以及由供应商交付的货物的缺陷所引起的损失。

## X. Performance of Work on our Premises

### 在我们经营场所履行的工作

1. In relation to any performance at our premises, the Company Regulations for Contractors (*Betriebsordnung für Fremdfirmen*) shall apply and such can be found at [www.schaeffler.cn](http://www.schaeffler.cn) (using the search function) and will be made available to the Supplier upon request. The Supplier shall comply with the directions of the factory security service (*Werkschutz*).

关于在我们经营场所履行义务的供应商应适用针对供应商的公司规章，上述文件可以在[www.schaeffler.cn](http://www.schaeffler.cn)（使用检索功能）找到，供应商也可要求获取该文件。供应商应遵守工厂安全服务指引。

2. The Supplier may not deploy persons for fulfilling its contractual obligations at our locations which are employed by us or which have been employed by us during the last six (6) months without prior written approval.

在未取得我们书面同意的情况下，供应商不能利用被我们雇佣的员工或在过去六个月期间被我们雇佣过的员工在我们场所完成供应商的合同义务。

## XI. Materials, Packaging and Tools Provided by Us

### 我们提供的材料、包装和工具

Substances, parts, containers, special packaging, tools, measuring instruments or substances or similar items ("Accessories") remain our property. In cases of specification of Accessories, union of Accessories or mixture of Accessories, we will become co-owners of the new goods. Our co-ownership share shall be equal to the proportionate value of the Accessories compared to the overall value of the new item. The Supplier shall not have any rights of retention on whatever basis to the Accessories.

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（“附属品”）均为我们的财产。在附属品加工后取得新产品权利、附属品的结合或附属品的混合的情况下，我们均应成为各个新产品的共有人。我们共有权的比例应相当于该附属品相对于新产品整体价值的比例。供应商无权以任何理由主张附属品保留。

## XII. Tools

### 工具

Notwithstanding any other agreement to the contrary, we shall receive full ownership or co-ownership of the tools to the extent we have contributed to the proven costs for tools used in the manufacture of the supplied goods. We will acquire (co)ownership of the tools upon payment. The tools shall remain on loan with the Supplier. The Supplier shall require our consent to dispose (in the legal or the factual sense of the term) of the tools, to move the location of the tools or to disable the tools permanently. The Supplier shall label the tools as our property or property held in co-ownership, as applicable. The Supplier shall bear the costs for the maintenance, repair and replacement of the tools. We shall have title in the replacement tools in the same proportion as in the original tools. In cases of co-ownership of a tool, we shall have a right of first refusal with respect to the co-ownership share of the Supplier. The Supplier must use tools (co-)owned by us exclusively for the purpose of manufacturing the supplied goods. After the end of the delivery, the Supplier must, upon our request, immediately turn over the tools to us. For tools co-owned by us we must, following hand over of the tools to us, reimburse the Supplier for the then present value of the Supplier's co-ownership share. In no event shall the Supplier have a right to retain the tools. The Supplier's obligation to turn over the tools shall apply also in case the Supplier faces an essential impairment of its financial situation and in cases of long term interruptions of the supply relationship. The Supplier shall insure the tools within the agreed upon scope or, absent such agreement, within the customary scope.

即便存在任何相反的协议规定，如果我们对用于货物生产的工具承担了费用，则我们应获得该工具的完全所有权或共有权。我们在支付时即取得该（共有）所有权。该工具以出借的方式置于供应商处。如供应商处置（法律或事实上）该工具、移动该工具的位置或永久报废该工具应经我们同意。供应商应根据具体情况将该工具标记为我们的财产或我们拥有共有权的财产。供应商应承担维护、修理和更换该工具的费用。我们对于更换过的工具所享有的所有权与对原工具所享有的所有权比例相同。在工具为共有的情况下，对于供应商所分享的共有份额，



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我们享有优先购买权。对于我们（共有）所有的工具，供应商仅能为生产所供商品的专属目的使用该工具。在交货结束后，应我们要求，供应商必须立即将工具移交给我们。对于我们共有的工具，在工具被移交给我们之后，我们将按供应商共有权份额的届时现值对供应商予以补偿。在任何情况下，供应商对该工具均不享有保留权。在供应商面临其财务状况的实质性亏损时，或供应关系长期中断的情况下，供应商亦应移交工具。供应商必须按照协商同意的范围为该工具办理保险，如果没有此种协议，则应按照惯例的范围办理该保险。

#### XIII. 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 five (5) years from the shipment of the supplied item, unless the scope of the delivery includes standardized software. To the extent that the software originates from a subcontractor of the Supplier, the Supplier shall obligate such subcontractor accordingly. Statutory or contractually agreed update obligations remain unaffected.

除非交货范围中包含标准化的软件，供应商同意在所供货品装运后五年内，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分包商，供应商亦应使其供应商承担该义务。法定或合同约定的更新的义务不受此影响。

#### XIV. Long Term Inability to Deliver

##### 长期交付不能

In cases of a long-term inability to deliver or if the Supplier faces an essential impairment of its financial situation, we 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 move the manufacture of the supplied item(s) to us or to a third party, which support shall include the granting of licenses to intellectual property rights to the extent such rights are necessary for the manufacture of the relevant product(s), such licenses to be granted on terms customary in the industry.

如长期交付不能或供应商面临其财务状况的实质性亏损，我们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，其应尽其所能支持我们将所供应货物的生产转移给我们或第三方，该等支持应包括知识产权许可的授予，该等许可仅限于生产相关产品所必须的知识产权，并且应依据行业惯例授予。

#### XV. Sustainability in the Supply Chain/Corporate Social Responsibility

##### 供应链中的可持续性/企业社会责任

1. The Supplier shall take preventive measures both with regard to its own business operations and with regard to subcontractors directly employed by it for its performance in order to avoid (i) a violation of human rights; (ii) a violation of occupational health and safety regulations; or (iii) a violation of environmental protection regulations in accordance with the respective applicable statutory provisions (collectively, a "CSR-Violation" where "CSR" stands for corporate social responsibility) by the Supplier itself or by its subcontractors and to identify CSR-Violations or potential CSR-Violations. Upon our request, the Supplier shall provide us with written information on the preventive measures taken.

供应商应对其自身的业务运营和其直接雇用的分包商采取预防措施，以避免供应商本身或其分包商（i）侵犯人权；（ii）违反职业健康和安全规定；或（iii）违反根据相应的法律规定而适用的环境保护法规（合称“CSR 违法/违规情况”，“CSR”代表企业社会责任），并识别 CSR 违法/违规情况或潜在 CSR 违法/违规情况。根据我们的要求，供应商应向我们提供已采取的预防措施的书面信息。

2. We (or third parties mandated by us) shall be entitled to inspect and audit the preventive measures taken by the Supplier pursuant to Section XV1 at least once a year during normal business hours and after timely prior notice. The Supplier shall take suitable measures to ensure that we (or third parties mandated by us) can audit the preventive measures taken by direct subcontractors of the Supplier (i.e. subcontractors with whom the Supplier has a direct contractual relationship) in the event of justified suspicion of a CSR-Violation by direct subcontractor of the Supplier. The Supplier shall also work towards ensuring that, in justified cases of suspicion, an audit or review of preventive measures is also made possible at indirect subcontractors (i.e. subcontractors with whom the Supplier does not have a direct contractual relationship). Such audits and inspections shall not release the Supplier from its obligations under this provision.

我们（或我们授权的第三方）有权在正常工作时间内并在事先及时通知的情况下，每年至少一次检查和审核供应商根据第 XV1 节所采取的预防措施。供应商应采取适当措施，确保我们（或我们授权的第三方）在有合理怀疑供应商的直接分包商（即与供应商有直接合同关系的分包

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商)存在 CSR 违法/违规情况,能够审核其所采取的预防措施。供应商还应努力确保,在有合理理由怀疑的情况下,对间接分包商(即与供应商没有直接关系的分包商)的预防性措施进行审计或审查也成为可能。此类审核和检查不应免除供应商在本条款下的义务。

3. In the event of a CSR-Violation by direct or indirect subcontractors, the Supplier shall immediately work towards the implementation of suitable remedial measures, review the effectiveness of these remedial measures and inform us of the CSR-Violations and the remedial measures taken. Our right to terminate for cause shall remain unaffected.

如果直接或间接的分包商存在 CSR 违法/违规情况,供应商应立即实施适当的补救措施,审查这些补救措施的有效性,并将 CSR 违法/违规情况和采取的补救措施通知我们。我们因故终止合同的权利不受影响。

4. The Supplier shall ensure that its employees participate in suitable training courses on human rights, occupational health and safety or environmental topics at regular intervals, but at least once per fiscal year. The Supplier shall provide us with evidence of the establishment and implementation of a training concept at the Supplier upon request.

供应商应确保其员工定期(每个财政年度至少一次)参加有关人权、职业健康和安全或环境主题的适当培训课程。供应商应根据我们的要求向我们提供建立和实施培训理念的支持性证据。

5 We are entitled to demand further measures for the protection of human rights as well as occupational health and safety or environmental protection regulations from the Supplier in its own business operations, as well as with regard to the direct and indirect subcontractors used for the performance of services. The Supplier shall implement such measures unless the implementation of such measures creates an unreasonable hardship for the Supplier.

我们有权要求,供应商在其自身业务运营中以及对其用于履行合同的直接和间接分包商,在人权保护、职业健康和安全以及环境保护法规方面采取进一步措施。供应商应实施此类措施,除非此类措施的实施给供应商造成不合理的困难。

#### XVI. Compliance/Ethical Business Conduct

##### 合规条款/商业行为道德

1. The Supplier shall refrain from actions or omissions that, regardless of the form of participation, may lead to administrative fines or criminal prosecution, in particular for corruption or a violation of antitrust or competition law, by the Supplier, by employees of the Supplier or by third parties engaged by the Supplier (hereinafter referred to as "EBC-Violation" or "EBC-Violations," where "EBC" stands for ethical business conduct). The Supplier shall be obligated to take all steps necessary to avoid EBC-Violations. For this purpose, the Supplier shall be responsible for the compliance and proper performance by its employees and all third party representatives with all relevant laws and shall conduct appropriate trainings.

供应商应制止自身及其员工,或涉及到的第三方以任何形式参与到可能导致行政处罚或刑事检控的作为或失职行为,尤其是贪污腐败或违反反垄断法或竞争法的行为(以下称"EBC-违法/违规行为", "EBC"代表商业行为道德),供应商有义务采取一切必要措施防止违法/违规行为发生。基于此目的,供应商应依据所有相关法律对其员工及所有第三方代表的合规性和适当履行负责,并进行合适的培训。

2. Upon written request by us, the Supplier shall submit information about the above measures, in particular regarding the content and status of implementation. For this purpose, the Supplier shall completely and accurately answer a compliance questionnaire issued by us and will provide us with the documents related to such questionnaire.

应我们书面要求,供应商应提交有关上述措施的信息,尤其是关于执行的内容和状态的信息。为此目的,供应商应完整地、准确地完成我们的合规调查表,并提供我们上述调查表的所涉及的相关文件。

3. The Supplier will inform us without undue delay of any EBC-Violation and of the commencement of official investigations by any authority regarding an EBC-Violation. Additionally, if there are any indications of an EBC-Violation by the Supplier, we are entitled to request written information about the EBC-Violation and all steps taken by the Supplier for rectification and future compliance.

若有任何违法/违规,或因一项 EBC-违法/违规行为导致任何权力机关官方调查,供应商应无不当延迟地通知我们。此外,如供应商有 EBC-违法/违规行为迹象,我们有权要求其提供该违法/违规行为的书面信息,以及供应商对整改、未来合规性所采取的所有措施的书面信息。

4. In the event of a breach of one of the aforementioned obligations, the Supplier shall immediately cease such actions, shall compensate us for any and all damage suffered by us due to such breach and / or we shall have the right to terminate in writing any Individual Agreement for cause without notice. We shall have the right to demand indemnification from any third party claims or damages that have been caused by a breach of the aforementioned obligation by the Supplier, its subcontractors or their respective subcontractors.

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如违反上述义务的任一项，供应商应立即停止此行为，应对由于此种违反而使我们遭受的任何及所有损害向我们做出赔偿，并且/或者，我们有权以此为正当理由、书面终止任何单独协议而不必通知。我们有权就供应商、其分包商或分包商的相应分包商因违反上述义务而导致的任何第三人主张或损害赔偿，要求补偿。

5. In case of any infringement of antitrust law in the form of hardcore restrictions, i.e. in case of cartel agreements or concerted practices entered into by the Supplier regarding price fixing, bid rigging, quantities, quotes, territories or customers, the amount of damages shall be 15% of the net sales of the products or services of the Supplier affected by the cartel and sold to us before we became aware of the infringement. The right to prove actual damage at a lower level or the non-existence of any actual damage by the Supplier shall not be affected hereby. This shall also apply to any claims for higher levels of damage as well as other contractual or legal claims of us.

如发生以核心限制竞争行为的形式对反垄断法造成的任何侵害，即供应商就价格的固定、围标、数量限制、数量配额、区域限制或客户分配限制而签订的卡特尔协议或进行的协同行为，损害赔偿的数额应为供应商受卡特尔影响并在我们知悉此侵害前销售给我们的产品或服务的净销售额的 15%。证明供应商造成的实际损失水平较低或供应商未造成任何实际损失的权利，不受此影响。其也适用于损害水平较高的任何主张以及我们的其他合同或法律主张。

6. Furthermore, the Supplier acknowledges the Supplier Code of Conduct of the Schaeffler Group in its version applicable at the time the contract is concluded, which may be found on our website [www.schaeffler.cn](http://www.schaeffler.cn) (using the search function) or which shall be mailed to the Supplier upon request. The Supplier furthermore warrants that it shall introduce and implement in its organisation the basic principles for responsible business conduct set out therein. The Supplier shall ensure that any subcontractors used in relation to the contractual services shall also be made subject to the same obligation. In case of any conflict between the Supplier Code of Conduct and the provisions of these Conditions of Purchase, these Conditions of Purchase shall prevail.

并且，供应商知悉其合同成立时所适用版本的《舍弗勒集团供应商行为准则》，该版本可在我们的网站[www.schaeffler.cn](http://www.schaeffler.cn) 使用检索功能）找到，或经供应商要求经邮寄取得。供应商还应保证其将在自己的组织体系内部引入并贯彻本条件设立的责任商业行为的基本原则。供应商应保证做使用的与合同服务相关的任何分包人受相同义务的约束。如《供应商行为准则》与这些《通用采购条件》有任何冲突，以这些《通用采购条件》为准。

#### XVII. Miscellaneous

##### 其他

1. Place of fulfillment for all deliveries and performances is the place of destination specified by us.

所有货物交付和履行的完成地点应为我们指定的地点。

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") to be settled in accordance with its then effective Arbitration Rules. The arbitration shall take place in Shanghai, China.

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”）根据该会的仲裁规则仲裁，仲裁应在上海进行。

3. If a specific provision of these terms and conditions is or becomes invalid, the remaining terms and conditions shall remain valid. The Parties commit themselves, in good faith, to replace any invalid provision with a valid provision that has an economic result equivalent to the original provision.

如果本条件的某一条款无效或变得无效，剩余条件仍然有效。缔约各方承诺善意地以具有相当于原条款经济效果的有效条款替代无效的条款。

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。