

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment

机械、装配技术和设备采购条款和条件



1 Scope of application

These conditions of purchase apply

- a) to the purchase of machinery, assembly technology, and equipment (hereinafter collectively referred to as "**Machinery**"), including additional services necessary in this context, such as assembly work (supply of machinery and performance of additional services hereinafter collectively referred to as "**Services**").
- b) also apply to all future business between PWO High-Tech Metal Components (Suzhou) Co., Ltd. (hereinafter referred to as the "**Client**") and the Contractor (hereinafter also collectively referred to as the "**Parties**").

1 申请范围

此等采购条件适用于

- a) 采购机械、装配技术和设备（以下统称为“**机械**”），包括因此而涉及的额外服务，如装配工作（机械的供应与附加服务的提供以下统称为“**服务**”）。
- b) 也适用于配伟奥精密金属部件(苏州)有限公司（以下简称“**客户**”）与承包商（客户和承包商以下也统称为“**双方**”）之间未来所有的业务。

2 Prices and weight

- 2.1 The prices agreed upon are fixed prices plus applicable value added tax.
- 2.2 The prices include necessary measures against damage caused by frost, snow, heat or water, as well as the rectification of such damage.
- 2.3 The costs of transportation, transit insurance, and packaging, as well as their reimbursement, shall be separately identified in the pricing. The same applies to the costs of assembly and initial operation of a machine, provided such costs are charged. In this respect, the full amount of the costs must be listed, either specifying the hourly and/or daily rate and expenses for travel and overnight accommodation, or using a different agreement, e.g. for a flat rate, as a basis.

2 价格和重量

- 2.1 双方约定的价格为固定价格，包含适用的增值税。
- 2.2 格包含预防霜冻、雪、高温或水造成的损坏而应采取的必要措施以及对此等损害的补救。
- 2.3 运输、运输保险、包装费用及其支付应在定价中单独说明。若需收取用于装配和机械初运行的费用，此等费用也应单独列明。就此，必须列出费用的全部金额，说明每小时/每天的费率以及出差和过夜住宿的费用，或采用不同的约定作为依据，如采用统一费率。

3 Payment

- 3.1 Payment will be made based on an individual agreement. If services are delivered and accepted early, the due date shall be based on the delivery date agreed upon.
- 3.2 Where performance is defective, the Client is entitled to withhold a proportional part of the payment until proper fulfillment.
- 3.3 The Contractor is not entitled to assign its claims against the Client or have them collected by third parties without obtaining the Client's prior consent in writing, which may not be unreasonably withheld.

3 款项支付

- 3.1 款项将依照签订的每份协议进行支付。若提前交付并接受了服务，则仍应以约定的交付日期为准计算付款到期日。
- 3.2 若履行存在缺陷，客户有权按比例扣留部分款项直至妥善履行。
- 3.3 若未事先征得客户的书面同意（客户不可不合理地拒绝同意），承包商无权转让或让第三方收取其要求支付的款项。

4 Billing in case of termination due to breach of contract

If the Client exercises its contractual or legal right to terminate the contract due to a breach of contract by the Contractor, the services rendered up until then shall only be billable at the contractual rates to the extent that the Client can make use of them according to the terms of the contract. Billing shall be based on the contract. Any damage for which the Client is to be compensated shall be accounted for in

4 因违约而终止合同时的款项支付

若客户因承包商违反合同而行使其合同或法律权利终止合同，那么在此之前已提供的服务仅应按照客户可以利用的程度依照约定的费率计算。计算费率应参照合同。计算费率时需考虑客户应获得的赔偿。该规定同样适用于客户有权没收的合同违约金。

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment

机械、装配技术和设备采购条款和条件



the bill. The same shall apply to forfeited contractual liquidated damages.

5 Scope and performance

5.1 Unless otherwise agreed, the Contractor shall deliver a complete machine including all components necessary for a smooth operation under the agreed-upon, implied or typical conditions, even if required individual components are not listed. The Contractor shall verify the information provided by the Client on its own authority. The machine elements and components must be designed and arranged in such a way as to facilitate quick and proper maintenance, inspection and replacement. The service life of wearing parts must be as long as possible.

5.2 The Client shall provide, free of charge, water and electricity (at the local voltage) at the installation site, at a distance of no more than 100 m. Site accommodation may be electrically heated where possible.

The Contractor shall, at its own expense, install, maintain and later remove the required wiring and connections in compliance with the technical regulations.

5.3 The scope of delivery shall include the provision of all machinery, equipment, scaffolding, hoisting devices, site accommodations, etc. Where the Client provides such items in individual cases, the Contractor shall be liable for the item and its use.

5.4 Any components provided to the Contractor by the Client (such as automated components, tools, clamping devices, extraction systems, etc.) (hereinafter referred to as "**Components**") shall remain the property of the Client. These must be labeled as the Client's property and stored separately from other items so it is clear at all times that the Client is the owner of such components. They may only be used as intended. The conversion and/or restructuring of components and the assembly and/or installation of components in machines in order to produce an overall product shall be done on order of the Client. The parties agree that the Client shall hold co-ownership in the overall product in proportion to the value of the components in relation to the value of the overall product. This shall also apply if one of the other product components constitutes the main component. In this respect, the overall product and/or components shall be kept safe by the Contractor on behalf of the Client.

5.5 A positive EU supplier's declaration according to Directive 89/392/EEC or a newer version shall form part of the agreed-upon performance (within the European Economic Area, this is the CE label and the declaration of conformity according to applicable EU directives). Incomplete machines are to be delivered with an EC declaration of incorporation.

5.6 Additionally required work at hourly rates (additional hourly rates) may only be carried out at the express instruction of the Client's local project manager. The hours will be recorded by the Client in proof of hourly rate forms, to be submitted daily to the

5 范围和履行

5.1 除非另有约定, 承包商应交付完整的机械, 包括在约定的、默示的或特有条件下平稳运行所需的所有部件, 即使所需的单个部件并未说明。承包商应自行核实客户提供的信息。机械元件和部件的设计和安排必须便于快速正确地维护、检查和更换。易损件的使用寿命必须尽可能地加长。

5.2 客户应在安装地点免费提供水和电(符合当地电压), 接入距离不超过100m。如条件允许, 施工现场休息室可使用电加热。

承包商应自费依照技术规定安装、维护并后续拆除所需的接线和连接点。

5.3 交付范围应包括所有机械、设备、脚手架、吊装设备、施工现场休息室等。如果客户在个别情况下提供了此类物品, 承包商应对该物品及其使用负责。

5.4 客户提供给承包商的任何部件(例如自动化部件、工具、夹紧装置、抽取系统等)(以下简称为"**部件**")均应是客户的财产。此等部件必须标记为客户的财产, 且必须与其他物品分开存储, 以便始终明确客户是此等部件的所有者。此等部件只能按预期用途使用。为了生产整体产品, 部件的改动和/或重组以及部件在机械中的组装和/或安装应根据客户的指示进行。双方同意, 客户应按部件价值占整体产品价值的比例对整体产品拥有共同所有权。同样的规定也会用于构成主要部件的其他任一产品部件。就此, 承包商应代表客户保证整体产品和/或部件的安全。

5.5 依据89/392/EEC或更新的版本的指令做出的积极的欧盟供应商声明应构成约定的性能的一部分(在欧洲经济区内, 此为CE标签以及适用欧盟指令的合格声明)。未完成的机械应随附EC公司声明。

5.6 按小时费率(额外小时费率)收费的额外要求的工作只能在客户当地项目经理的明确指示下展开。客户将以小时费率表的形式记录工时, 并每天提交给客户当地的施工经理签字; 此处仅指小时数。

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment

机械、装配技术和设备采购条款和条件



Client's local construction manager for signing; these shall refer exclusively to the number of hours.

- 5.7 If the Contractor wishes to use subcontractors to fulfill its obligations, it will require the Client's consent prior to entering into subcontractor agreements.

6 Delivery and shipping instructions, packaging

- 6.1 Any delivery and shipping instructions given by the Client, as well as the Client's material specifications for packaging, must be complied with. Packaging must be limited to the amount necessary to protect the goods and must be made of environmentally friendly and recyclable materials. Unless otherwise agreed, packaging must be returnable.

- 6.2 Any expenses incurred by the Client as a result of non-compliance with the delivery, shipping and packaging instructions shall be borne by the Contractor.

7 Work within the Client's area of operation

- 7.1 Any work to be carried out within the Client's area of operation must not interfere with the Client's operations and third parties more than is unavoidable.

- 7.2 The sequence of work is to be coordinated in advance with the Client's technical contact person.

- 7.3 Before starting any installation and/or assembly work, the Contractor shall take over the installation site including all relevant foundations, connections, layouts, etc. and verify that they are correct.

- 7.4 In carrying out the work, the Contractor shall have a special obligation to exercise due care with regard to environmentally hazardous substances. In the event that the Contractor releases, finds, or suspects the presence of hazardous substances in the course of the work carried out, the Contractor shall inform the Client immediately.

- 7.5 The local site manager appointed by the Client shall have the authority to give directives on site during the construction period. Directives given by the Client's other departments may only be followed upon consultation with the site manager.

- 7.6 The Contractor shall appoint a skilled and experienced supervisor vested with the necessary authority for the installation site. A change of supervisor requires the Client's consent.

- 7.7 The Contractor shall submit to the local site manager a list of the workers it wishes to employ within the area of operation. The list must be kept up to date at all times. Upon request, the Contractor must provide proof that all workers employed have the statutory social security coverage.

The Contractor may deny access to the Client's

- 5.7 如果承包商希望通过分包商履行其义务，则在签订分包商协议之前，须获得客户的同意。

6 交付和运输说明、包装

- 6.1 必须遵守客户提供的任何交付和运输说明以及客户的包装材料规范。包装必须限制在保护货物所需的数量内，并且必须使用环保且可回收的材料制成。除非另有约定，包装必须是可退回的。

- 6.2 客户因不遵守交付、运输和包装说明而产生的任何费用应由承包商承担。

7 在客户的经营区域工作

- 7.1 在客户经营区域内进行的任何工作都不得在不可避免的范围外干扰客户的经营和第三方。

- 7.2 工作顺序应事先与客户的技术负责人协调。

- 7.3 在任何安装和/或装配工作开始之前，承包商应接管安装现场，包括所有相关的基座、连接件，布局等，并确认其正确无误。

- 7.4 在进行工作时，承包商应负有特别义务，对环境有害物质应予以应有的关注。若承包商在工作过程中排放、发现或怀疑存在有害物质，承包商应立即通知客户。

- 7.5 客户指定的当地现场经理有权在施工期间现场发出指令。客户其他部门的指令在与现场经理协商后方可执行。

- 7.6 承包商应任命一位有技术且经验丰富的监管员，授予监管员安装现场所需的权限。更换监管员需要征得客户的同意。

- 7.7 承包商应将其希望在经营区域内雇用的工人清单提交给当地的现场经理。该清单必须始终保持更新。如作要求，承包商必须提供证明表明所有受雇的工人都有法定要求的社会保险。

承包商可能出于重要原因拒绝工人进入客户的经营区域。

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment

机械、装配技术和设备采购条款和条件



area of operation to workers for an important reason.

7.8 The Contractor shall ensure that the workers employed comply with the Client's directives intended to maintain order and safety and submit to the usual inspection procedures.

7.9 All items brought into the Client's area of operation shall be subject to a factory inspection. Before any items are transported to or from the area of operation, a written list of all items must be submitted to the Client's technical contact in charge, to be signed and kept by the said contact. The Contractor and its subcontractors shall clearly and unalterably label their tools and equipment, as well as the assembly equipment, with their name or company logo. Wagons and other means of transportation are processed only during normal working hours.

7.10 If there are local construction site regulations for contracting authorities, these must be complied with in addition.

8 Accident prevention, emission control, immission damage, fire protection

8.1 The Contractor is obligated to comply with any laws, ordinances and regulations concerning the safety and health of employees, protection of the environment, transport of hazardous goods and fire protection, including bulletins issued by trade and insurance associations, provided they apply to the performance of the services.

8.2 The Contractor shall obtain information about the requirements, accident prevention, environmental and fire protection regulations in place for the place of delivery from the Client's competent labor, health, environmental and fire protection experts. The necessary measures are to be implemented in consultation with the said experts.

8.3 The Contractor is responsible for ensuring that all workers employed by it conduct themselves in a manner that is environmentally sound and takes into account safety and fire protection regulations.

8.4 The fire protection requirements of the plant's/company's fire department or fire protection officer must always be met. If it is not possible to avoid work that involves a fire hazard on or near flammable and/or explosive machinery such as oil tanks, wiring systems, etc., such work may only be carried out with a permit from the relevant authority. Unless otherwise agreed, the Contractor shall provide a trained fire watch. Upon completion of the work, follow-up inspections must be carried out. The same applies to disassembly and scrapping work.

8.5 The Contractor shall indemnify the Client and the persons entrusted by the Client with the implementation or monitoring of accident prevention, environmental protection, plant security, fire protection, hazardous materials regulations and site management from all claims asserted against the Client or the above-

7.8 承包商应确保受雇的工人遵守客户维持秩序和安全的有关指示，并遵从常规查验程序。

7.9 所有带入客户经营区域的物品均应接受工厂的查验。在将任何物品运入或运出经营区域前，必须将所有物品的书面清单提交给客户的技术负责人，并由该负责人签字存档。承包商及其分包商应在其工具和设备以及装配设备上清晰且不可更改地标记其名称或公司徽标。货车和其他运输工具可在正常工作时间内进行处理。

7.10 如果当地主管部门有地方施工规定，则必须另外遵守此等规定。

8 事故预防、排放控制、注入损害、消防

8.1 承包商应遵守任何员工安全和健康、环境保护、危险物质运输和消防相关的法律、条例和法规，包括贸易和保险协会发布的公告，只要它们适用于服务的履行。

8.2 承包商应从客户的主管劳动、健康、环境和消防专家处获取有关交付地点的要求、事故预防、环境和消防规定相关的信息。相关措施应在咨询前述专家后实施。

8.3 承包商负责确认，其雇佣的所有工作人员将以环保的方式行事，并遵守安全和消防法规。

8.4 应始终满足工厂/公司的消防部门或消防专员的消防要求。若无法避免在易燃和/或爆炸性机械（例如油箱、接线系统等）上或附近展开有火警危险的工作，则此类工作须在获得相关机关单位的许可后进行。除非另有约定，承包商应提供受过训练的消防值班人。工作完成后，必须进行后续查验。同样的规定也适用于拆卸和报废工作。

8.5 承包商应保护客户和客户委托实施或监控事故预防、环境保护、工厂安全、消防、有害物质管理和现场管理的人员免受全部对客户或上述人员就任何违反承包商在提供服务时应遵守的规定而提出的全部索赔。同样的规定也适用于因在第三方安装（例如供水和处理管道）上进行工作而造成的损害的任何索赔；承包商在开始任何工作之前应从主管机关处获得有关此类安装的全面信息。如果确实发生任何损坏，则必须通知客户和其他

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment

机械、装配技术和设备采购条款和条件



mentioned persons due to damage arising from any breach of the regulations to be complied with by the Contractor in connection with the performance of the services. The same applies to any claims based on damage caused while performing work on third-party installations (such as supply and disposal pipes); the Contractor shall obtain comprehensive information about such installations from the competent authorities prior to starting any work. If any damage does occur, the Client and other competent authorities must be informed.

主管机关。

9 Proof of performance and acceptance

9.1 If a joint preliminary/final acceptance has been agreed on, it shall take place at the place and time(s) specified by the Client. Within the scope of the possibilities available, the machine may also be used for production during the trial operation.

9.2 If it is found during the preliminary/final acceptance attempt that the machine has not been manufactured as agreed upon in the contract, the Contractor shall establish the contractually stipulated conditions immediately and request a repeat acceptance no later than within the period agreed in the acceptance report. All expenses incurred during the repetition of the acceptance attempt shall be borne by the Contractor.

9.3 If any deficiencies are found which do not affect the performance and functionality of the machine and the safety and health of employees, acceptance may be granted on condition that such deficiencies be promptly rectified. An appropriate amount of the outstanding payment will then be retained until such deficiencies have been rectified. However, a prerequisite for acceptance in any case is the machine's compliance with the Product Quality Law and relevant applicable national standards in China (GB).

9.4 The successful acceptance will be confirmed to the Contractor with the Client's acceptance report.

10 Notice of defects

The Client shall immediately notify the Contractor of any defects in writing as soon as these are identified in the normal course of business. In this respect, the Contractor waives the defense of a late notice of defects.

11 Warranty for defects and liability

11.1 The machine must feature the quality, functionality and performance agreed upon and comply with the applicable laws, ordinances, directives, standards and Client's regulations concerning labor, health, environmental and fire protection.

Unless otherwise required by this or the rest of the contract, the generally accepted rules of technology must be complied with.

11.2 The period of limitation for defects (hereinafter

9. 性能和验收证明

9.1 如果双方已确定进行联合的初步/最终验收，则应在客户指定的时间和地点进行。在可能的范围内，机械也可以在试运行期间用于生产。

9.2 如果在初步/最终验收尝试期间发现机械未按照合同约定制造，承包商应立即实现合同规定的条件并在验收报告中约定的期限内要求再次验收。尝试再次验收期间发生的所有费用应由承包商承担。

9.3 如发现任何缺陷但不影响机械的性能和功能以及员工的安全和健康，可以进行有条件的验收，即承包商须立即修正此等缺陷。且客户将扣留适当金额的未清偿款项，直至此等缺陷被纠正。但是，无论如何，接受交付的先决条件是机械必须符合《产品质量法》和中国适用的相关国家标准（GB）。

9.4 客户将以验收报告的形式确认接受交付。

10 缺陷通知

若在正常业务过程中发现任何缺陷，客户应立即以书面形式通知承包商。对此，承包商放弃对缺陷延迟通知的抗辩。

11 缺陷和责任保证

11.1 机械必须符合约定的质量、功能和性能，并遵守适用的劳动、健康、环保和消防相关的法律、法规、指令、标准和客户的规定。

除非本条或合同其余条款另有要求，必须遵守公认的技术规定。

11.2 缺陷的时效期限（以下简称“保修期限”）为24个月，自客户

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment

机械、装配技术和设备采购条款和条件



referred to as the “**period of limitation**”) is 24 months, starting with the date of successful final acceptance specified in the Client’s written statement of acceptance. The period of limitation for defects in replacement parts is also 24 months, starting with the date of successful installation.

以书面声明形式中明确表示最终验收已通过的日期开始计算。更换零件的保修期限也为24个月，从成功安装之日起算。

11.3 The Contractor shall remedy defects free of charge. If this is not possible, or if the Client cannot reasonably be expected to accept the corrected services, the Contractor shall replace the defective services free of charge.

11.3 承包商应免费对缺陷进行补救。如果无法补救，或者无法合理地期望客户接受已纠正的服务，承包商应免费更换有缺陷的服务。

11.4 In urgent cases or if the Contractor falls behind in rectifying the defects, the Client shall be entitled to carry out the necessary measures itself or have them carried out by a third party at the Contractor’s expense. The Client shall notify the Contractor before such measures are taken. If this is not possible, the measures required to avert damage may be carried out without prior notification; in such cases, the Client shall notify the Contractor as soon as possible. This shall not affect the Contractor’s obligations of warranty for defects; the only exceptions are defects attributable to measures carried out by the Client or a third party.

11.4 在紧急情况下或若承包商未及时纠正缺陷，客户有权自行或由第三方采取必要的措施，费用由承包商承担。客户应在采取此类措施之前通知承包商。如果无法做到提前通知，则避免损害所需的措施可展开而无需事先通知；在这种情况下，客户应尽快通知承包商。此等行为不应影响承包商对缺陷的保修义务；除非缺陷是由客户或第三方采取的措施引起。

11.5 For services provided in the course of remedying a defect, a new period of limitation within the meaning of item 11.2 shall commence upon acceptance of these services in writing. Should the Client fail to provide the written statement of acceptance within 15 working days after the Contractor has reported the duly performed and proper completion of the defect correction in writing, the new period of limitation shall start upon expiry of the above-mentioned period of 15 working days.

11.5 对于在补救缺陷的过程中提供的服务，依照11.2约定的保修期限应在书面验收接受这些服务后起算。若客户未能在承包商书面报告已经履行并妥善完成缺陷纠正工作后的15个工作日内提供书面接受声明，则新保修期限应自上述15个工作日届满后起算。

11.6 For all parts of the machine that cannot be used as stipulated by the contract because of an interruption of operation caused by the necessity for defect correction measures, the period of limitation shall be extended by the duration of such an interruption.

11.6 若由于缺陷纠正措施的需要而导致运行中断而无法按合同规定使用的所有机械零件，保修期限应依照此等中断的时间加以延长。

11.7 If a subsequent performance is not possible or not reasonable for the Client, this shall not affect the Client’s other rights.

11.7 如客户后续的履行不可行或不合理，此等情况不会影响客户的其他权利。

11.8 The statutory rules apply to any rights and liability beyond that.

11.8 除上述权利和责任外，法律规定的其他权利和责任也应适用。

12 Intellectual property rights

12 知识产权

12.1 The Contractor shall be liable for any claims arising from the infringement of intellectual property rights and applications for intellectual property rights (“**intellectual property rights**”) if the machine is used as intended. The Contractor indemnifies the Client and the consumer from all claims arising from the use of such intellectual property rights.

12.1 如果机械是按预期目的使用的，则承包商应对因侵犯知识产权和知识产权申请权（“**知识产权**”）而引起的任何索赔承担责任。承包商向客户和消费者赔偿因使用此等知识产权而引起的所有索赔。

12.2 This does not apply if the Contractor’s product was based on drawings, models or equivalent other descriptions or data provided by the Client and if the Contractor does not know or is not required to know in connection with the products developed that these constitute an infringement of intellectual

12.2 如果承包商的产品是基于客户提供的图纸、模型或等同的其他描述或数据而供应的，且如果承包商不知道或没有义务知道所开发的产品构成知识产权侵权的，上述规定不适用。

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment

机械、装配技术和设备采购条款和条件



property rights.

12.3 The Parties undertake to inform each other promptly if they learn of any infringement risks and alleged cases of infringement and to give each other the opportunity to take concerted action against such claims.

12.4 The Contractor shall, at the Client's request, report the use of published and unpublished own and licensed intellectual property rights and applications for intellectual property rights pertaining to the machine.

13 Ownership

13.1 Ownership of the machine shall be transferred to the Client upon acceptance and full payment.

13.2 If pro-rata or staggered payment of the cost of the machine has been agreed upon, (co-) ownership of the machine shall be transferred to the Client in proportion to the paid portion of the cost. The Client is entitled to pay the as yet unpaid portion of the cost for the machine to the Contractor at any time, thus effecting a transfer of ownership.

13.3 If acceptance is not possible due to circumstances for which the Contractor is responsible, ownership shall be transferred to the Client in full upon failure of the second attempt of correction without a final payment being required. If the Contractor refuses correction, ownership shall also be transferred to the Client in full at that time without a final payment being required.

13.4 Any changes to the machine shall be made for the Client, who becomes the owner of the product resulting from such changes.

13.5 The Contractor is to permanently label the machine as directed by the Client (e.g. "Property of PWO" with relevant project number) so as to ensure that it can be recognized as the Client's or a third party's property at all times.

14 Force majeure

Force majeure, riots, government actions and other unforeseeable, unavoidable and severe events shall exempt the Parties from their contractual obligations for the duration of the disruption and to the extent of its effect. This shall not apply if such events occur at a time when a Party has already been late in performing its obligations. The Parties are obligated to make reasonable efforts to provide the required information promptly and to adjust their obligations to the changed circumstances in good faith.

15 Software

15.1 If the Contractor's scope of performance includes the delivery of standard software or the development and delivery of customized software, the Client shall be provided with the usage rights detailed below.

12.3 双方承诺在得知任何侵权风险和宣称侵权的案件后立即相互告知对方，给予对方机会对此类主张采取一致行动。

12.4 承包商应当根据客户的要求，报告其使用的与机械相关的已发布和未发布、自有和获得许可的知识产权，以及相关知识产权的申请。

13 所有权

13.1 接受交付、全额付款后，机械的所有权应转移给客户。

13.2 如果已同意按比例或分阶段支付机械的费用，则机械的（共同）所有权应按已支付的费用比例转移给客户。客户有权随时将机械尚未支付的费用部分付给承包商，从而实现所有权的转移。

13.3 若由于承包商的责任而无法通过验收，则在第二次纠正尝试失败时，所有权应全部转移给客户，而无需支付尾款。若承包商拒绝纠正，则所有权也应在那时全部转移给客户，而无需支付尾款。

13.4 对机械的任何改动均应为客户而进行，客户因此等改动而成为产品的所有者。

13.5 承包商应按照客户的指示对机械进行永久性的标记（例如带有相关项目编号的“PWO财产”），以确保其可以始终被识别为客户或第三方的财产。

14 不可抗力

如出现不可抗力、骚乱、政府行动和其他不可预见、不可避免、严重的事件，各方应在受影响中断期间及其影响范围内免于承担合同义务。

如果此类事件发生在当事方已延迟履行其义务的时期内，则此规定不适用。双方均有义务做出合理的努力，及时提供所需的信息，并善意地根据变化的情况调整其义务。

15 软件

15.1 如果承包商的履约范围包括标准软件的交付或定制软件的开发和交付，则应向客户提供下列使用权。

15.2 对于标准软件，授予客户不可撤销的、非排他性的、可转让

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment

机械、装配技术和设备采购条款和条件



- 15.2 With respect to standard software, the Client is granted an irrevocable, non-exclusive, transferable usage right, unlimited by time and location, including every known usage right, including the right to modify, reproduce, alter or expand the software and to grant basic usage rights to third parties.
- 15.3 With respect to customized programs or parts of programs developed for the Client, as well as all other performance results, the Client shall irrevocably obtain an exclusive usage right, unlimited by time and location, including every known usage right, including the right to modify, reproduce, alter or expand the software and to grant basic usage rights to third parties, unless the subsequent paragraphs contain a limitation.
- 15.4 If obtaining a usage right as per the preceding paragraph conflicts with third party rights in external programs integrated into the services or with other third party performance results, the extent of the Client's usage right shall be stipulated accordingly in the contract.
- 15.5 The Contractor shall remain entitled to continue to use standard programs, program components and tools used by the Contractor in developing the performance results, as well as know-how supplied by the Contractor, including for third party orders. The Contractor shall not be permitted to reproduce, edit or otherwise use the performance results and solutions developed for the Client, either in whole or in part.
- 15.6 The Contractor shall only be permitted to publish performance results of any kind developed for the Client, including in part, after obtaining the Client's written consent.
- 16 Data protection**
- The Contractor shall ensure that all persons entrusted with the implementation or performance of the contract comply with the provisions of applicable laws and regulations of the People's Republic of China. The Contractor shall ensure the implementation of the data protection measures required by the such laws and regulations and shall provide the Client with the information and proof required for order control, at the Client's request.
- 17 Export Control and Foreign Trade Data Regulations**
- 17.1 For all Products to be delivered and Services to be provided according to this Agreement Contractor shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") and shall obtain all necessary export licenses, unless the Client or any party other than Contractor is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.
- 17.2 Contractor shall advise the Client in writing as early as possible but not later than 1 week prior to the
- 、不受时间和地点的限制的使用权，包括每个已知的使用权，包括修改、复制、更改或扩展软件以及授予第三方的基本使用权的权利。
- 15.3 除非后文另有限制，关于为客户开发的定制程序或部分程序，以及所有其他执行结果，客户应不可撤销地获得专有使用权，且不受时间和地点的限制，包括每个已知的使用权，包括修改、复制、更改或扩展软件以及向第三方授予基本使用权的权利。
- 15.4 如果根据前款获得的使用权与集成到服务中的外部程序中的第三方权利或其他第三方执行结果相冲突，则应在合同中相应地规定客户的使用权范围。
- 15.5 承包商应有权继续使用承包商在开发执行结果时所使用的标准程序、程序部件和工具，以及承包商提供的专有技术，包括为第三方指示而提供的。承包商不得全部或部分复制、编辑或以其他方式使用为客户开发的执行结果和解决方案。
- 15.6 仅在获得客户的书面许可后，承包商方可发布（包括部分发布）为客户开发的任何形式的执行结果。
- 16 信息保护**
- 承包商应确保受托执行或履行合同的所有人均遵守适用的中华人民共和国法律和法规。承包商应确保执行此类法律和法规要求的数据保护措施，并应客户要求向客户提供订单控制所需的信息和证据。
- 17 出口控制和国际贸易信息管理**
- 17.1 所有依据本协议交付的产品和提供的服务应遵守所有适用的出口控制、海关和对外贸易规定（“外贸规定”），且应获取所有必要的出口许可，除非依据适用的外贸规定要求客户或承包商以外的任何方申请出口许可。
- 17.2 承包商应尽早但不迟于交付日期前1周以书面形式向客户提供客户要求的任何信息和数据，以遵守所有产品和服务在进出口及转售再出口国家适用的外贸规定。在任何情况下，承

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment

机械、装配技术和设备采购条款和条件



Delivery Date of any information and data required by the Client to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export and import as well as re-export in case of resale. In any case Contractor shall provide the Client for each Product and Service

- the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Product is subject to the U.S. Export Administration Regulations; and
- all applicable export list numbers; and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- the country of origin (non-preferential origin); and
- Contractor's declaration for preferential origin (in case of European Contractors) or preferential certificates (in case of non-European Contractors) (if products qualify for preferential treatment)

17.3 In case of any alterations to origin and/or characteristics of the Products and Services and/or to the applicable Foreign Trade Regulations Contractor shall update the Export Control and Foreign Trade Data as early as possible but not later than 1 week prior to the Delivery Date. Contractor shall be liable for any expenses and/or damage incurred by Client due to the lack of or inaccuracy of said Export Control and Foreign Trade Data.

18 Reservation Clause

Client shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes and/or other sanctions.

19 Security in the Supply Chain

19.1 Contractor shall strongly support the efforts of the Client regarding security in the supply chain, which includes the attainment and preservation of the status as an Authorized Economic Operator (AEO) in terms of WCO SAFE Framework of Standards. Upon Client's request, the Contractor shall without undue delay sign and return to Client a written declaration on security in the supply chain provided by the Client, which will be consistent with -depending on the registered office of the Contractor- the requirements of the Chinese authorities according to the then current AEO Guidelines or the requirements of a comparable initiative for security in the supply chain according to WCO SAFE Framework of Standards (e.g., C-TPAT), unless the Contractor itself owns the status of AEO or a comparable status based on WCO SAFE Framework of Standards and is able to demonstrate such by providing a respective certificate.

包商应为客户提供每种产品和服务的:

- 如果产品受美国出口管制条例的约束, 则提供美国ECCN控制清单的“出口控制分类号”; 和
- 所有适用的出口清单编号; 和
- 根据当前对外贸易统计商品分类的统计商品代码和HS (协调制度) 代码; 和
- 原产国 (非优惠原产地); 和
- 承包商的优惠原产地声明 (如为欧洲承包商) 或优惠证书 (如为非欧洲承包商) (如果产品符合优惠待遇的条件)。

17.3 如果产品和服务的原产地和/或特性和/或适用的外贸规定发生任何变化, 承包商应尽早但不迟于交付日期前1周更新出口管制和外贸数据。承包商应对客户由于所述出口管制和外贸数据缺失或不准确而造成的任何费用和/或损害承担责任。

18 保留条款

若应国内或国际对外贸易或海关要求或任何禁运和/或其他制裁而阻碍了本协议的履行, 则客户无义务履行本协议。

19 供应链的安全

19.1 承包商应大力支持客户在供应链安全方面所做的努力, 包括获得和保持依据世界海关组织 (WCO) 制定的《全球贸易安全与便利标准框架》经认证的经营者 (AEO) 的认证。若客户要求, 承包商应在无不当延误的情况下, 签署并向客户返还一份客户提供的供应链的安全声明, 该声明应基于承包商的注册地符合中国机关部门的要求, 依照届时生效的AEO指南或依据WCO《全球贸易安全与便利标准框架》等同的供应链安全标准 (如CTPAT认证), 除非承包商自身拥有AEO认证或基于WCO《全球贸易安全与便利标准框架》等同的认证, 且可以提供相关证明。

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment

机械、装配技术和设备采购条款和条件



19.2 Client and its representatives or a third party appointed by the Client and reasonably acceptable to the Contractor shall be entitled (but not obliged) to conduct –also at Contractor’s premises– inspections in order to verify Contractor’s compliance with the declaration as per item 19.1. Any inspection may only be conducted upon Client’s prior written notice, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with Contractor’s business activities nor violate any of Contractor’s confidentiality agreements with third parties. The Contractor shall reasonably cooperate in any inspections conducted. Each party shall bear its expenses in connection with such inspection.

19.3 In addition to other rights and remedies the Client may have in the event of (i) Contractor’s failure to fulfill its obligations under item 19.1 or (ii) Contractor’s denial of the Client’s right of inspection as provided for in item 19.2, after providing the Contractor reasonable notice and a reasonable opportunity to remedy, the Client may terminate this agreement and/or any purchase order issued hereunder or any Individual Contract without any liability whatsoever.

20 Use of manufacturing equipment and the Client’s confidential information

Any models, matrices, templates, samples, tools and other manufacturing equipment, as well as any confidential information made available to the Contractor or co-financed to a significant extent by the Client may only be used to fulfill the relevant contract with the Client, and may only be used for the Client’s own purposes and deliveries to third parties with the Client’s prior written consent.

21 Retention and offset

The Contractor shall only be entitled to offset rights if its counterclaims have been established as legally binding, uncontested, or recognized by the Client. Moreover, the Contractor is only entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship. The assertion of retention rights in response to the Client’s demand for the return of manufacturing equipment is not permissible in any case.

22 Compliance with laws

The Contractor is obligated not to commit or omit any acts that might result in criminal liability for fraud or breach of trust, insolvency offenses, offenses against competition, granting of an undue advantage or corruption of persons employed by the Contractor or other third parties. In case of a breach of this obligation, the Client shall have the right to withdraw from and/or terminate without notice or compensation all legal transactions with the Contractor and to break off any negotiations. Notwithstanding the foregoing, the Contractor is obligated to comply with all laws and regulations affecting the Contractor and its business relationship with the Client.

19.2

客户及其指定且承包商可合理接受的代表或第三方，应有权（但无义务）进行（包括在承包商的场所）查验，以确定承包商是否遵从19.1所述的声明。任何查验仅可在客户提供事先书面通知的情况下在正常工作时间依据适用的信息保护法展开，且不得合理地干涉承包商的经营活动，也不得侵犯承包商与第三方的任何保密协议。承包商应合理配合任何展开的查验。各方就此查验承担其自身的费用。

19.3

除客户可能拥有的其他权利和补救，若（1）承包商未能履行其在19.1项下的义务，或（2）承包商拒绝19.2所述的客户的查验权利，在向承包商提供了合理通知和合理的补救机会后，客户可终止本协议和/或本协议项下的采购订单或任何单个合同，而不承担任何责任。

20

制造设备和客户保密信息的使用

提供给承包商的或在很大程度上由客户共同出资的任何模型、矩阵、模板、样品、工具和其他制造设备以及任何保密信息，仅可用于履行与客户相关的合同，仅可出于客户自身的目的使用，且仅可在客户事先书面同意的情况下交付给第三方。

21

留置和抵消

仅在其反诉被确定具有法律约束力、无异议或被客户认可的情况下，承包商可行使抵销权。此外，承包商只有在在其反诉基于同一合同关系的情况下才有权行使留置权。若客户要求退还制造设备，承包商在任何情况下均不得主张留置权。

22

法律合规

承包商有责任避免或不采取任何可能导致刑事责任的欺诈、背信、导致破产、不正当竞争、向承包商或任何第三方雇员提供不正当利益或贿赂的行为。如违反此义务，客户应有权撤销和/或终止与承包商间的所有合法交易、中断任何谈判而无需任何通知或赔偿。尽管有前述约定，承包商有义务遵守所有对承包商和客户间的商业关系存在影响的法律法规。

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment

机械、装配技术和设备采购条款和条件



23 Activities at the Client's place of business

Persons who work within the Client's place of business in order to meet the Contractor's obligations are bound by the provisions of the Client's policies on outside companies and directives concerning its applicable accident prevention, work safety, environmental and other regulations. Hazardous substances may only be used within the Client's business upon consultation with the Client's expert personnel and must be properly labeled.

24 Place of performance, severability, place of jurisdiction, applicable law

24.1 The place of performance is the place of application specified by the Client for deliveries and the Client's registered business address for payments.

24.2 The exclusive place of jurisdiction for both Parties and for all current and future claims arising from the business relationship is the Client's registered business address. However, the Client has the right to bring suit at a court having jurisdiction for the Contractor, or at the court of the place of performance.

24.3 All legal relationships between the Parties shall be governed exclusively by the laws of the People's Republic of China, excluding application of provisions regarding conflicts of law and of the UN Convention on the International Sale of Goods (CISG).

24.4 Should one or multiple provisions of these Conditions of Purchase become ineffective, this shall not affect the validity of the remaining provisions. The ineffective clause shall be replaced by the prevailing legal norms.

24.5 These conditions of purchase shall be executed in both, English and Chinese versions, being both binding to the Parties, in the understanding that in case of doubt in relation to the adequate interpretation hereby, the Chinese version shall govern at all times.

23 客户经营场所的活动

为履行承包义务而在客户经营场所内工作的人员应遵守客户关于外部公司的政策规定以及其有关适用的事故预防、工作安全、环境及其他规定的指示。有害物质须在与客户专家人员协商后方可在客户的业务范围内使用，且必须以恰当方式标示。

24 履行地点、可分割性、管辖地点、适用法律

24.1

履行地点是指客户指定的交付地点，就付款而言，履行地点为客户注册地点。

24.2

客户的注册经营场所所在地的法院对双方因业务关系引起的所有当前和未来的所有争议有排他的司法管辖权。但是，客户有权在对承包商有管辖权的法院或履行地的法院提起诉讼。

24.3

双方之间所有法律关系应仅受中华人民共和国法律管辖，但不适用法律冲突规定和《联合国国际货物销售公约》（CISG）。

24.4

若本采购条件中的一项或多项规定变得无效，不应影响其余规定的有效性。无效的条款应以现行法律规范替换。

24.5

本采购条件应以中英双语书就，且两种语言版本应均对双方有约束力。如本采购条件的妥善解释存在任何疑问，应以中文版本为准。