

## Purchasing Conditions for Services 服务采购条件

Version/版本: 06.12.2022

FORM\_393-3

Page/页码 1 / 9

### Purpose

Description of purchasing conditions for Services.

### Scope

Purchasing conditions for Services for Astotec Automotive Technology (Changzhou) Co., Ltd. located at No. 2898 XinCheng Avenue Jintan District, Changzhou City, Jiangsu Province, the People's Republic of China ("PRC")

### 目的

本文旨在阐述服务采购条件。

### 范围

本文是阿斯托特克汽车技术（常州）有限公司（位于中华人民共和国（“中国”）江苏省常州市金坛区鑫城大道 2898 号）的服务采购条件。

## 1 Subject and definitions

- 1.1 These terms and conditions shall apply to all agreements (hereinafter "Agreement" or "Order") used by the buyer to order services (hereinafter "Services"), specifically services and performance of work, which represent neither construction work nor services related to IT or development. These conditions shall also not apply to the manufacture and supply of materials for further processing by the buyer.
- 1.2 Services within the meaning of these conditions are specified as follows, subject to the restrictions listed under 1.1:
- Services of any kind
  - Cleaning work of any kind
  - Transportation services
  - Repair and maintenance work
  - Assembly work
  - Repair work
  - Surface processing/finishing
  - Services in the field of electrical engineering

## 1 主题和定义

- 1.1 该等条款和条件适用于买方订购服务（以下简称“服务”）使用的所有协议（以下简称“协议”或“订单”），特别是服务和执行，但不包括建设工作，亦不包括与信息技术或开发相关的服务。该等条件亦不适用于供买方进一步加工的材料制造和供应。
- 1.2 该等条件涵盖服务如下，但须遵循第 1.1 条所列限制：
- 任何类型的服务
  - 任何类型的清洁工作
  - 运输服务
  - 维修保养工作
  - 装配工作
  - 修理工作
  - 表面处理/涂饰
  - 电气工程领域的服务

## 2 Conclusion of Agreement

- 2.1 Any statement relating to the conclusion or a change of the Agreement, such as Orders, offers, order confirmations or suchlike shall only be binding if they are in writing. Any correspondence shall be conducted with the respective contact persons in the appropriate department of the buyer. Inquiries from the buyer about offers of the supplier are noncommittal.
- 2.2 Modifications of prices, provisions or of services contents indicated in the buyer's order must be laid down in an additional written agreement with the buyer, in order to be valid. **With the acceptance of the order any possible general terms and conditions of the supplier expire, and these purchasing conditions shall apply. The general terms and conditions of the supplier shall not be applicable, even if they are not expressly objected to on an individual basis.**
- 2.3 In case that supplier rejects or delays providing services under the pretext of holding dissent after acceptance of order, it shall be taken as breach of contract.

## 2 协议的缔结

- 2.1 任何与协议的订立或变更相关的表述，如订单、报价、订单确认等，需采用书面形式才具有约束力。任何通信均应面向买方相应部门的相应联系人。买方对供应商要约的询问不具有约束力。
- 2.2 修改买方订单所示价格、条款或服务内容的，必须在与买方的附加书面协议中列明方为有效。**接受订单后，供应商任何可能的通用条款和条件均失效，且本采购条件应予以适用。即便未单独明确反对，供应商的通用条款和条件亦不适用。**
- 2.3 供应商接受订单后又以其存在异议为由拒绝或延迟提供服务的，则视为供应商违约。

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## Purchasing Conditions for Services 服务采购条件

Version/版本: 06.12.2022

FORM\_393-3

Page/页码 2 / 9

2.4 The supplier must keep the conclusion of this Agreement confidential. Said supplier may reveal the name of the buyer to third parties only with the written consent of the buyer.

**The buyer can at any moment require modifications of the process, execution, specifications and/or deadlines of the Services under this Agreement.** Effects of such modifications shall be agreed amicably in a reasonable way, particularly regarding additional or reduced costs. Upon request of the buyer, the supplier undertakes to carry out these changes within the deadline specified. **The supplier shall not proceed to any modification of the Services under this Agreement, unless further to a written agreement or a written invitation of the buyer.**

### 3 Content of Agreement

The contractual agreements consist of:

- the order letter from the buyer,
- these "General Terms and Conditions of Purchase for Services",
- the guidelines and technical standards which are generally applicable for the Services under the Agreement at the time the Agreement is concluded, which are referred to in the documents relevant for the conclusion of the Agreement,
- the offer by the supplier.

The above documents are applicable in the order of precedence as listed.

### 4 Implementation of Agreement

- 4.1 The scope of the Order shall include the supply of all machines, equipment, scaffolding, hoisting gear, accommodations, etc., required to execute the Order. To the extent that the buyer supplies such items in individual cases, the supplier shall be liable for any damage to such items other than that caused by normal wear and tear.
- 4.2 In case the supplier intends to involve third-party suppliers in order to fulfill its contractual obligations, the supplier requires the written consent by the buyer before the supplier enters into any agreements with subsuppliers. The supplier shall neither entrust the subsupplier to render Services which are outside the scope of the supplier's ability, nor award to the subsupplier any essential and important Services. The supplier shall be required to notify the buyer in all cases in writing, prior to issuing any orders to subsuppliers. The supplier shall arrange with the subsupplier that their terms of agreement comply with the contractual provisions between the buyer and the supplier.
- 4.3 Services to be performed at the facilities of the buyer shall not interfere with the operations of the buyer or third parties more than absolutely necessary. If interference is caused, the supplier shall indemnify all loss caused hereby.
- 4.4 In performing the Services, the supplier shall take particular care regarding substances that are hazardous to the environment. If the supplier releases any hazardous substances in performing the Services, finds any hazardous substances, or suspects the presence of such substances, he/she shall notify the buyer immediately and indemnify all loss caused hereby.
- 4.5 The buyer shall have the right to issue instructions to the supplier. However, this shall not include the general right to issue instructions to the supplier's labor force.

2.4 供应商必须对协议的缔结保密。经买方书面同意，供应商才可向第三方披露买方的名称。

买方可随时要求修改协议项下服务的流程、执行、规范和/或截止日期。双方应以合理的方式友好协商该等修改的影响，特别是增加或降低成本的影响。经买方请求，供应商承诺在规定的期限内执行变更。**除非另有书面协议或买方书面邀请，否则供应商不得对协议项下的服务作出任何修改。**

### 3 协议内容

合同协议包括:

- 买方的订购函,
- 该等“通用服务采购条款和条件”,
- 在缔结协议时普遍适用于协议项下服务并在与缔结协议相关的文件中提及的指南和技术标准,
- 供应商的要约。

上述文件按所列优先顺序适用。

### 4 协议的执行

- 4.1 订单的范围应包括供应执行订单所需的所有机器、设备、脚手架、起重装置、场所等。如果买方在个别情况下供应该等物品，则供应商应对该等物品的任何损坏负责，但正常磨损除外。
- 4.2 如果供应商有意委托第三方供应商履行其合约义务，则在与次级供应商签订任何协议之前，供应商需获得买方的书面同意。供应商不得委托第三方履行超出供应商能力范围的服务，也不得授予次级供应商任何必要和重要的服务。在任何情况下，在向次级供应商发出任何订单之前，供应商均应以书面形式通知买方。供应商应与次级供应商达成协议，使其协议条款符合买方和供应商之间的合约规定。
- 4.3 在买方场所提供服务的，不得对买方或第三方的运营造成非绝对必要的干扰。若造成干扰，供应商应赔偿由此造成的一切损失。
- 4.4 在履行服务时，供应商应特别注意对环境有害的物质。如果供应商在履行服务过程中释放、发现或怀疑存在任何有害物质，其应立即通知买方，并承担由此造成的一切损失。
- 4.5 买方有权向供应商发出指令。但是，买方无权向供应商的员工发出指令。

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<p><b>Purchasing Conditions for Services</b></p> <p><b>服务采购条件</b></p>	Version/版本: 06.12.2022
	FORM_393-3
	Page/页码 3 / 9

- |   |  |
|---|--|
| <p>4.6 The supplier shall supervise its labor force to the extent necessary. The supplier shall indemnify all loss caused by its labor force.</p> <p>4.7 If requested by the buyer, the supplier shall supply a list of names of the workers it intends to recruit to work on the facility site. This list shall be kept up to date at all times. On request by the buyer, the supplier shall provide evidence that any labor force he/she employs complies with the requirements of the Social Security provisions. For important reasons, the buyer can deny the labor force of the supplier admittance to the site of the facility.</p> <p>4.8 The supplier shall ensure that the labor force he/she employs complies with the instructions of the buyer with respect to the maintenance of order and safety and that the labor force submits to the buyer's normal inspection procedures.</p> <p>4.9 Any Services involving the use of health hazardous materials, including jobs requiring work with flammable materials or involving the risk of ignition, require a permit from the company fire department or Person-in-charge of Fire Protection Safety we, which shall be applied for in due time. Any hindrance, such as caused by late application, shall be at the account of the supplier.</p> <p>4.10 The supplier shall ensure that the instructions for employees of external companies relating to work safety are complied with. These are part of the Agreement. In addition, the provisions applicable in the buyer's facilities, particularly the work rules for external companies, shall be complied with. Insofar as the work rules contain provisions for external companies which contradict the provisions of these General Terms and Conditions of Purchase, these General Terms and Conditions of Purchase shall have priority. The buyer shall have the right of domestic authority. The visitors' pass shall be worn so that it is visible.</p> <p>4.11 Prior to the provision of Services, the most senior employee of the supplier shall register with and report to the responsible employee of the buyer, in order to discuss the details of the Services to be performed and then sign off after the completion of Services, unless agreed otherwise.</p> <p>4.12 Any items which are brought onto the factory premises of the buyer are subject to inspection by plant security. Prior to bringing items onto or removing them from the site, a list of all items shall be submitted to plant security for signature, which will be retained. The supplier shall clearly and permanently mark its tools and equipment with its name or with the company logo in advance. Transport vehicles will be handled only during normal working hours.</p> <p>4.13 Prior to commencing the work, the supplier shall clarify with the buyer who is responsible for waste disposal and how it is done. This shall also apply to the supply of containers, amongst other things, the selection of the proposed disposal company, sampling, and waste classification. After the completion of the Services, any waste may only be left behind subject to prior arrangement.</p> <p>4.14 Prior to the start of the Services, the supplier shall assume responsibility for the location at which the Services are to be provided, including inspection and verification of foundations, service connections, site markings, etc. If any complaints with respect to the supplier's Services are made later, then the supplier can refer to any deficiencies caused by the buyer in the preparatory work only, if the supplier gave immediate written notice of such deficiencies to the buyer immediately following the inspection of such preparatory work and such written notice had been written confirmed by the buyer.</p> <p>4.15 Incoming power and water feed lines up to the point of use shall be supplied by the supplier as agreed to with the buyer and according to the applicable technical specification at the supplier's expense. Such feed lines shall be removed</p> | <p>4.6 供应商应在必要的范围内监督其员工。供应商应承担所有因其员工造成的损失。</p> <p>4.7 经买方请求，供应商应提供一份其意图聘请在现场工作的工人名单，并应随时更新该名单。经买方请求，供应商应提供证据证明其雇佣的任何员工符合社会保障条款的要求。基于重要原因，买方可拒绝供应商的员工进入现场。</p> <p>4.8 供应商应确保其雇佣的员工遵循买方关于维持秩序和安全的指示，并遵循买方的正常检查程序。</p> <p>4.9 任何服务涉及使用危害健康的材料的，包括需使用易燃材料或涉及引燃风险，均须及时申请并获得公司消防部门或消防安全责任人许可。任何阻碍，如因迟交申请而造成的阻碍，均应由供应商负责。</p> <p>4.10 供应商应确保遵循买方关于外部公司员工工作安全的指引。该等指引为协议的一部分。此外，供应商还应遵守买方工作场所适用的规定，特别是外部公司工作规则。外部公司工作规则中的条款与该等通用采购条款和条件的规定发生冲突时，以该等通用采购条款和条件的规定为准。买方应享有训导权。访客应在显眼的位置佩戴通行证。</p> <p>4.11 在提供服务之前，供应商的最高级别员工应向买方的主管员工登记并报告，以讨论服务细节，除非另有约定，双方应在服务完成后签字确认。</p> <p>4.12 任何带入买方工厂的物品均应接受工厂保安检查。在将物品带入或带出现场之前，供应商员工应向工厂保安提交所有物品清单，工厂保安将签署并保留清单。供应商应事先在其工具和设备上清晰并永久地标记其名称或公司标识。工厂仅在正常工作时间内处理运输车辆。</p> <p>4.13 开始工作前，供应商应向买方说明负责废物处理的人员和处理方式。此项规定同样适用于容器的供应，特别是选择拟定的处置公司、取样和废物分类。服务完成后，供应商置留任何废弃物的，均应遵循事先安排。</p> <p>4.14 开始服务前，供应商应负责安排服务地点，包括检查和核实基础设施、服务连接、现场标记等。买方后续对供应商的服务提出任何投诉的，供应商仅可主张准备工作中存在因买方原因造成的任何不足，前提是供应商在检查该等准备工作后立即向买方发出关于该不足的书面通知且该书面通知由买方书面确认。</p> <p>4.15 供应商应按照与买方达成的协议，并根据适用的技术规范，自费提供到达使用点的电线和供水管线。除非另有约定，否则供应商应在工程完工后应立即拆除该等管线。</p> |
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<b>Purchasing Conditions for Services</b> <b>服务采购条件</b>	Version/版本: 06.12.2022
	FORM_393-3
	Page/页码 4 / 9

immediately after the work is completed, unless otherwise agreed.

4.16 If the supplier determines that the buyer's specification of services, i.e., a concept, other assignments or specifications, cannot be objectively executed, or if this specification is incorrect or unclear, then the supplier shall give immediate written notice to the buyer, substantiated with the appropriate technical background.

4.16 如果供应商确定客观上无法执行买方的服务规范，即概念、其他任务或规范，或该等规范不正确或不清晰，则供应商应立即以书面形式通知买方，并提供适当的技术背景。

## 5 Prices

## 5 价格

5.1 All prices and compensation rates agreed to are fixed prices and shall include the usual ancillary costs, such as material, protection of sensitive objects against damage, cost of travel, and travel time, unless agreed otherwise. VAT as mandated by law is not included.

5.1 除非另有约定，否则双方约定的所有价格和补偿费率均为固定价格，并包括常见的辅助成本，如材料成本、敏感物品保护成本、差旅费和差旅时间。不包括法律规定的增值税。

5.2 Any additional services, other than those specified in the order documentation, require the written approval of the buyer. Any additional services which are performed without this approval will only be reimbursed if the additional service was necessary and it was not possible to obtain prior approval.

5.2 除订单文档中规定的服务外，任何其他服务均需获得买方书面批准。供应商未经批准而提供任何额外服务的，仅在额外服务确属必要且无法获得事先批准的情况下方可获得报销。

## 6 Deadlines, delays

## 6 截止日期、延误

6.1 All agreed upon (in writing) and recorded scheduled times for completion shall be binding in terms of the Agreement.

6.1 所有（书面）约定并记录的计划完成时间均有约束力。

6.2 If the supplier realizes that the agreed upon deadlines cannot be adhered to, he/she shall notify the buyer immediately. The obligation to adhere to the agreed upon deadlines shall remain unaffected.

6.2 如果供应商意识到无法遵循双方约定的截止日期，其应立即通知买方。遵循约定期限的义务不受影响。

6.3 In the event of a delay by the supplier, the buyer shall be entitled to a lump sum default penalty for each full week of delay in the amount of 1% of the price of the specific Service with which the supplier is behind schedule, not to exceed a maximum of 5% of the total value of the order; in addition, the supplier shall compensate all losses incurred; all rights to further legal claims remain reserved (the buyer is entitled to terminate the Agreement if the delay has reached a week). **The buyer shall not be obliged to draw the supplier's attention to a probable delay of delivery. The delay penalty and/or damages shall not be considered as remitted if the entire Services under this Agreement, or part of, has been accepted without reserve and/or been paid.**

6.3 供应商延迟履行的，买方有权就每一整周的延迟收取一笔违约金，金额为供应商滞后于计划的特定服务价格的 1%，最多不超过订单总价值的 5%；同时，供应商还应支付给买方造成的一切损失，同时，买方保留提出所有进一步法律主张的权利（如延迟一周，买方即有权终止协议）。**买方无义务提请供应商注意可能的延迟交付。买方无保留地接受协议项下的全部或部分服务及/或已付款，不视为免除延迟罚款和/或损害赔偿。**

<b>Purchasing Conditions for Services</b> <b>服务采购条件</b>	Version/版本: 06.12.2022
	FORM_393-3
	Page/页码 5 / 9

<p>6.4 In the event of a delay by the supplier, the buyer itself can perform the unfinished Services at the expense of the supplier, or have this done by third parties, after a reasonable extended term that the buyer established has expired with no results; any documentation that the supplier has and which is required for this purpose shall be submitted to the buyer without undue delay. Alternatively, the buyer shall also have the right to unilaterally terminate the Agreement after a reasonable extended term established by the buyer has expired with no results. In the case of service contracts, the buyer shall have an unrestricted right to unilaterally terminate the service contract immediately.</p> <p>6.5 In addition to the provisions stipulated above, the statutory provisions shall be applicable.</p> <p><b>7 Insurance coverage and distribution of risk</b></p> <p>7.1 The supplier shall provide evidence of having adequate liability insurance coverage at the time that the Order is placed. The liability insurance shall have a minimum coverage of EUR 2.5 million for personal injury and damage to property, and EUR 250,000 for economic loss. A copy of the insurance policy and a certificate by the insurer shall be submitted to the buyer upon request.</p> <p>7.2 The supplier shall be responsible for insuring its equipment and materials. The buyer provides no insurance coverage. The buyer shall not be liable for loss of or damage to equipment and materials, except for damage caused by gross negligence or intentional default by the buyer or its employees.</p> <p><b>8 Invoicing upon termination due to contract violation</b></p> <p><b>If the buyer exercises its right to terminate the Agreement because of a contract violation by the supplier, the services rendered up to that point shall be invoiced at the agreed prices only to the extent that the buyer can make use of them according to the terms of the Agreement. The invoicing shall be done based upon the Agreement. Any damage to be compensated to the buyer shall be taken into account during invoicing</b></p> <p><b>9 Acceptance of Services subject to an acceptance</b></p> <p>9.1 The supplier shall apply for final acceptance in writing. The date of acceptance shall be reasonably scheduled as agreed upon between the buyer and the supplier, following a written application.</p> <p>9.2 The supplier shall bear all material costs incurred in the course of final acceptance. Any incurring costs of acceptance in terms of personnel shall be borne by the buyer and the supplier individually.</p> <p>9.3 The acceptance, both of the overall Services and also of partial Services, shall only be considered granted after written confirmation by the buyer. The supplier shall confirm the acceptance by countersigning the acceptance certificate. <b>The legal consequences, such as the passing of risk, or the commencement of the limitation period of liability for material defects and warranty of title, shall not be affected by partial acceptance.</b></p> <p><b>10 Statue of limitations</b></p>	<p>6.4 供应商迟延履行，且在买方确定的合理延展期限届满后仍无结果的，买方可在供应商承担费用的前提下自行履行未完成的服务，或由第三方履行未完成的服务；供应商应向买方提交其拥有并为此目的所需的任何文档，不得无故拖延。抑或，买方有权在其确定的合理延展期限届满但无结果后单方面解除协议。若为服务合同，则买方有权不受限制的立即单方终止服务合同。</p> <p>6.5 除上述规定外，还应适用法律规定。</p> <p><b>7 保险范围和风险分配</b></p> <p>7.1 供应商应提供证据证明其在下单时已购买充分的责任险。责任险的最低保额为：人身伤害和财产损失 250 万欧元，经济损失 25 万欧元。经买方请求，供应商应向买方提交保单副本和保险人出具的参保证明。</p> <p>7.2 供应商有责任为其设备和材料投保。买方不提供保险。买方不对设备和材料的损失或损坏承担责任，但因买方或其雇员的重大过失或故意造成的损坏除外。</p> <p><b>8 因违约而解除协议情况下的开票</b></p> <p>如果买方因供应商违约而行使其解除协议的权利，则在买方可根据协议条款使用服务的前提下，供应商方可按约定价格就截至该时点提供的服务开具发票。供应商应依据协议开具发票。在开具发票时，供应商应考虑其需对买方作出的任何赔偿。</p> <p><b>9 需验收服务的验收</b></p> <p>9.1 供应商应以书面形式申请最终验收。在供应商提出书面申请后，买方和供应商应合理安排验收日期。</p> <p>9.2 供应商应承担最终验收过程中发生的所有材料成本。验收过程中产生的人员费用应由买方和供应商各自承担。</p> <p>9.3 买方以书面形式确认的，才视为同意接受全部和部分服务。供应商应通过会签验收证明的方式确认验收。<b>买方接受部分服务的，相关法律后果，如风险的转移，重大缺陷责任和所有权担保诉讼时效的开始，均不受影响。</b></p> <p><b>10 诉讼时效</b></p>
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<b>Purchasing Conditions for Services</b> <b>服务采购条件</b>	Version/版本: 06.12.2022
	FORM_393-3
	Page/页码 6 / 9

<p>10.1 The statute of limitations s three (3) years, starting when the buyer knows or should have known.</p> <p>10.2 For Services that are reworked or replaced, a new statute of limitations shall start.</p> <p><b>11 Documentation relating to the execution of order</b></p> <p>11.1 Any documentation required for the execution of the Order shall be provided to the supplier upon request.</p> <p>11.2 Any documentation which is given to the supplier shall remain the property of the buyer and shall be safely kept on behalf of the buyer at the expense of the supplier for the duration of the Agreement. Documents shall only be used for the purpose specified in the Agreement and shall only be disclosed to third parties to this extent.</p> <p>11.3 If the supplier has to prepare documentation, it shall provide this documentation free of charge, in the quantity and in a version required, and transfer the title to this documentation to the buyer free of charge. The intellectual property shall not be affected thereby. The buyer or third parties shall be entitled to use this documentation for purposes of maintenance and modifications free of charge.</p> <p>11.4 The approval of the buyer for drawings, calculations, and other technical documentation shall not affect the responsibility of the supplier for the Services. This shall also apply to any proposals or recommendations by the buyer implemented by the supplier as well as to any modifications agreed to between the supplier and the buyer. The supplier shall be responsible for the implementation of any instructions by the buyer only, if the supplier does not object to same based upon adequate reasoning in writing.</p> <p><b>12 Duty to safeguard traffic, accident prevention, emission control, damage through atmospheric pollution, fire safety</b></p> <p>12.1 The supplier must ensure compliance with the provisions for safeguarding traffic, particularly as it applies to the safety and health of employees, environmental protection, the transport of hazardous goods and the laws with respect to fire safety, ordinances and regulations, including the regulations relating to the employer's liability insurance and property insurance, insofar as they are relevant for the performance of the Services.</p> <p>12.2 The supplier shall consult with the responsible specialists of the buyer regarding the work safety and health, environmental protection and fire safety provisions applicable for the place of fulfillment. The necessary measures shall be agreed upon with the above-mentioned specialists in each case.</p> <p>12.3 The supplier shall ensure that all of its labor force observes the relevant provisions for environmental protection, safety, and fire prevention.</p> <p>12.4 Any engineering requirements regarding fire prevention measures stipulated by the plant fire department or Person-in-charge of Fire Protection Safety shall be fully complied with. If any work associated with fire risk is performed on or near equipment subject to fire and/or explosion risk, such as oil tanks, cable systems, etc., or if such work cannot be avoided in their vicinity, this work shall only be performed after approval by the buyer. After the completion of the Services, re-examination inspections shall be performed. Welding work on structural steel shall be performed by facilities certified in accordance with relevant regulations and standards. Welding work on pipelines shall only be performed by welders who can prove that they are qualified. If applicable, the supplier shall notify the buyer if such aptitude certification is not available,</p>	<p>10.1 诉讼时效为三（3）年，自买方知道或应当知道时起算。</p> <p>10.2 对于返工或替换的服务，新的诉讼时效开始计算。</p> <p><b>11 与执行订单相关的文档</b></p> <p>11.1 经供应商请求，买方应向供应商提供执行订单所需的任何文档。</p> <p>11.2 买方提供给供应商的任何文档始终归买方所有，在协议有效期内，供应商应自行承担费用代表买方妥善保管该等文档。文档仅可用于协议规定的目的，且仅可在此范围内向第三方披露。</p> <p>11.3 如果供应商必须编制文档，则其应免费提供所需数量和版本的文档，并将文档的所有权免费转让给买方。知识产权不因转让而受影响。买方或第三方有权为维护 and 修改的目的免费使用该等文档。</p> <p>11.4 买方批准图纸、计算和其他技术文档的，不影响供应商就服务承担的责任。前述规定同样适用于供应商执行的任何买方提议或建议，以及供应商和买方约定的任何修改。供应商未基于充分的理由提出书面反对意见的，其应负责执行买方的任何指示。</p> <p><b>12 运输安全义务、事故预防、排放控制、大气污染所致损害、消防安全</b></p> <p>12.1 供应商必须确保遵守运输安全规定，特别是与员工安全和健康、环境保护、危险货物运输和消防安全相关的法律、条例和法规，包括雇主责任保险和财产保险相关的法规，前提是与服务提供相关。</p> <p>12.2 供应商应向买方的主管专家咨询适用于履行地点的工作安全和健康、环境保护和消防安全规定。此外，供应商在特定情况下采取必要措施的，应与上述专家商议。</p> <p>12.3 供应商应确保其所有员工遵守关于环境保护、安全和消防的规定。</p> <p>12.4 供应商员工应严格遵守工厂消防部门或消防安全负责人就防火措施规定的任何工程要求。供应商员工在有火灾和/或爆炸风险的设备（如油罐、电缆系统等）之上或附近开展任何有火灾风险的工作，或上述设备周边无法避免该等工作的，必须先获得买方批准。服务完成后，供应商应进行复查。结构钢的焊接工作应符合相应法规和标准。管道上的焊接工作只能由能够证明有资格的焊工执行。如适用，供应商未持有该等资质证明的，其应在买方下单前通知买方。前述规定同样适用于任何类型的拆卸和报废工作。</p>
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<b>Purchasing Conditions for Services</b> <b>服务采购条件</b>	Version/版本: 06.12.2022
	FORM_393-3
	Page/页码 7 / 9

before the Order is issued. This also applies to any kind of disassembly and scrapping work.

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| <p>12.5 The supplier shall indemnify and hold harmless the buyer and the employees of the buyer against any claims and all losses incurred that may be filed against them because of damage, which results from a violation of the provisions to be complied with by the supplier in connection with performing its Services. This shall also be applicable for any claims that originate from damage relating to the performance of Services on the equipment of third parties (e.g. supply and disposal lines); prior to starting the Services, the supplier shall make detailed inquiries with the responsible offices relating to such equipment of third parties. If any damage occurs, the buyer shall be notified immediately.</p> <p>12.6 <b>The buyer is liable only due to its intentional acts for gross negligence.</b></p> <p>12.7 <b>The buyer shall not be liable to supplier in respect of any consequential or indirect loss (whether or not foreseeable at the date hereof), arising out of the performance of any contract, irrespective of negligence, including but not limited to loss of profits, loss of use, loss of production or business interruption.</b></p> <p><b>13 Work at hourly rates</b></p> <p>13.1 Any supplementary work required at hourly rates (see attached hourly rate sheet) shall only be performed in accordance with the explicit written instruction of the buyer.</p> <p>13.2 Unless otherwise agreed, a daily report including a copy shall be submitted to the buyer for signature, without being requested to do so. The buyer shall return the report (without a copy) to the supplier immediately, however, not later than six (6) working days after the receipt of the reports. Saturday shall be considered a working day. The buyer can make any objection either on the reports themselves or in a separate letter. The supplier shall submit the signed reports together with the respective invoice. Reports having comments with respect to any objections against the work performed shall not be processed for payment. The hourly rates the supplier listed in the offer shall be applicable. The report must contain at least the following information:</p> <p>Name of the buyer, the dates of order and invoicing, name and qualification of the person performing the Services, the type of Services performed, start and completion of the work, duration of work, materials used.</p> <p><b>14 Delivery and shipping instructions</b></p> <p>14.1 The delivery and shipping instructions as well as the material specifications for packaging of the buyer shall be complied with. The quantity of packaging for the protection of the goods shall be limited to a necessary extent, and shall be restricted to the use of environmentally compatible and recyclable materials. Packaging must be taken back, unless otherwise agreed.</p> <p>14.2 Any costs which are incurred by the buyer as a result of noncompliance with the delivery and shipping instructions shall be borne by the supplier.</p> <p><b>15 Invoicing and handing over of documents</b></p> <p>15.1 Invoices shall be submitted in single copy, and drawings for invoicing and other documents in duplicate.</p> <p>15.2 Plans of revisions or as-built plans should be prepared in a format as agreed upon with the buyer, at no cost, and shall be enclosed with the final invoice. The plans of revisions and as-</p> | <p>12.5 供应商应赔偿买方及其雇员，并确保买方及其雇员免受因供应商违反其履行服务应遵守的规定而对买方或其雇员提起的任何索赔和由此招致的所有损失。前述规定同样适用于因第三方设备（如供应线和处置线）在履行服务过程中发生损坏而引起的任何索赔；在开始服务之前，供应商应向主管办公室获取该等第三方设备的详细信息。第三方设备发生任何损坏的，供应商应立即通知买方。</p> <p>12.6 买方仅在故意或重大过失的情况下承担责任。</p> <p>12.7 买方不对供应商承担因履行任何合同，无论是否出于疏忽，而造成供应商任何性质的间接损失（无论任何合同订立时是否可预见），包括但不限于利润损失、使用损失、生产或业务中断的损失。</p> <p><b>13 按小时费率工作</b></p> <p>13.1 供应商提供任何基于小时费率（见随附的小时费率表）计费的补充工作的，应按照买方的明确书面指示进行。</p> <p>13.2 除非另有约定，否则供应商在无需买方另行要求的情况下应向买方提交一份每日报告（包括一份副本）供买方签字。买方应立即将报告（无副本）返还给供应商，但不得迟于收到报告后六（6）个工作日。星期六应视为工作日。买方可在报告上或以单独函件提出任何异议。供应商应提交经签署的报告及相应的发票。买方对所执行工作提出任何异议的，相关报告不作付款处理。双方应适用供应商在要约中列出的小时费率。报告必须至少包括以下信息：</p> <p>买方名称、订单日期和发票日期、服务人员的姓名和资质、服务类型、工作的开始时间和完成时间、工作持续时间、使用的材料。</p> <p><b>14 交货和装运指示</b></p> <p>14.1 供应商应遵循买方的交货和装运指示以及重要的包装规范。用于保护货物的包装数量应限制在必要范围内，并应限于使用环境友好和可回收的材料。除非另有约定，否则包装必须收回。</p> <p>14.2 买方因供应商不遵守交货和装运指示而招致的任何成本应由供应商承担。</p> <p><b>15 开具发票和移交文件</b></p> <p>15.1 供应商应提交发票一式一份，提交开票用图纸及其他文件一式两份。</p> <p>15.2 供应商应按照其与买方约定的格式免费编制修订计划或实际建造计划，并应随附最终发票。买方将不可撤销地获得供应商为其编制的修订计划和实际建造计划以及所有其他服务成</p> |
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<b>Purchasing Conditions for Services</b> <b>服务采购条件</b>	Version/版本: 06.12.2022
	FORM_393-3
	Page/页码 8 / 9

built plans created for the buyer, and all other results of Services, are acquired by the buyer irrevocably and as an exclusive right of use, unlimited in terms of use, time and place, including the right to revise, copy, change, expand, and grant simple rights of use to third parties, provided that there is no limitation in the following sentences. If third parties have rights to third party plans received as part of the Services or from other external Services which contradict the acquisition of a right of use according to the previous sentence, then the scope of the right of use by the buyer must be agreed upon, subject to separate agreements. The supplier shall be entitled to continue using standard plans and components of plans and the knowhow supplied by her/him in rendering the Services, including for orders by third parties. The supplier shall not be permitted to copy, edit, or make other use of the results of the Services and solutions that have been rendered for the buyer, either in part or as a whole. The completeness of the plans of revisions or as-built plans and the granting of the rights of use shall constitute a condition for final payment.

15.3 If any errors are found in the documentation of the invoicing after the final payment, then the final invoice shall be corrected accordingly. The buyer and the supplier agree that they will pay each other any amounts to which they may thereafter be entitled.

## 16 Payment

- 16.1 Payments will be made against accurate, valid, being in compliance with the requirements of the buyer and auditable invoices only. The invoice shall clearly reflect the associated Service for which it is issued.
- 16.2 Assignment or pledging of receivables that are due to the supplier from the buyer is not admissible without the prior written approval by the buyer.
- 16.3 The supplier agrees to immediately repay any overpayments that are discovered after the accounts have been checked by additional inspection authorities. Any short payment discovered shall be first confirmed by the buyer and then subsequently reimbursed.
- 16.4 Any advance or progress payments received must be itemized separately together with all requests for payments, stating the date, and their total amount shall be offset against the amount invoiced.
- 16.5 Any newly added items should be listed at the end, with a reference to the follow-up order.

**It shall be considered as agreed that all payments shall be made under reserve. The buyer shall be entitled to charge up any counterclaim against the buyer's claims or against claims of associated companies in accordance with laws and regulations.**

## 17 Data protection

The supplier undertakes to strictly comply with the provisions of the GDPR, Data Security Law of the PRC, Cyber Security Law of the PRC, Personal Information Protection Law of the PRC and relevant regulations in the respectively valid version. The privacy policy of the Astotec Group can be viewed and shall be abide by at any time at the following link: [www.astotec.com/en/privacy-statement](http://www.astotec.com/en/privacy-statement).

## 18 Secrecy

- 18.1 The supplier shall keep confidential and use only for purposes of contractual tasks all information it becomes aware of through contact with the buyer (e.g. commercial and company secrets, data and their processing and results, or any other type of technical or sales information). Third parties shall have no access to or knowledge of any information, except

果, 并享有在使用、时间和地点方面均不受限制的独家使用权, 包括修订权、复制权、变更权、扩展权和授予第三方简单使用权的权利, 前提是未受下述规定限制。如果第三方对作为服务的一部分或从其他外部服务获得的第三方计划享有权利, 而该等权利与根据上句规定获得的使用权相矛盾, 则双方必须以单独协议约定买方的使用权范围。供应商有权继续使用其在提供服务(包括第三方订单)过程中提供的标准计划、计划组成部分以及专有技术。供应商不得复制、编辑或以其他方式使用其为买方提供的部分或全部服务成果和解决方案。修订计划或实际建造计划的完整性及使用权的授予应构成最终付款的条件。

- 15.3 如果在最终付款后发现发票文件中存在任何错误, 则应相应更正最终发票。买方和供应商同意, 其将向对方支付后者此后可能有权获得的任何款项。

## 16 付款

- 16.1 买方仅依据金额正确、合法有效、符合买方要求的可审计的发票付款。发票应清晰反映相关服务。
- 16.2 未经买方事先书面批准, 不得转让或质押买方应付给供应商的款项。
- 16.3 供应商同意立即偿还在其他检查机构检查账目后发现的任何多付款项。发现买方付款不足的, 经买方确认后应予补足。
- 16.4 供应商应逐条记载其收到的任何预付款或分期付款及所有付款请求, 并记载日期, 收款总额应抵扣发票金额。
- 16.5 供应商应在末尾列出任何新增项目, 并标记后续顺序。

**买方的所有付款均应视为保留追索权。买方有权按照法律法规规定, 就针对买方的主张或针对关联公司的主张提出反诉。**

## 17 数据保护

供应商承诺严格遵守现行有效版本《通用数据保护条例》、《中华人民共和国数据安全法》、《中华人民共和国网络安全法》、《中华人民共和国个人信息保护法》和其他相关的规定。供应商可随时通过以下链接查看 Astotec 集团的隐私政策并予以遵守: [www.astotec.com/en/privacy-statement](http://www.astotec.com/en/privacy-statement).

## 18 保密

- 18.1 供应商应对其通过与买方接触而知晓的所有信息(例如, 商业和公司秘密、数据及其处理和结果, 或任何其他类型的技术信息或销售信息)保密, 并将该等信息用于合约任务。除需要该等信息以完成协议的供应商员工和其他辅助工人外, 第三方不得接触或了解任何信息。



<b>Purchasing Conditions for Services</b> <b>服务采购条件</b>	Version/版本: 06.12.2022
	FORM_393-3
	Page/页码 9 / 9

- employees of the supplier and other auxiliary workers, insofar as they require this information for the completion of the Agreement.
- 18.2 This obligation for secrecy shall be in effect for five years after the end of the Agreement. 18.2 此项保密义务于协议终止后五年内有效。
- 18.3 The obligation of secrecy is not applicable with regard to such information that 18.3 保密义务不适用于以下信息:
- is public knowledge or that
  - the supplier becomes aware of through a third party without violating the obligation of secrecy.
  - 已为公众所知, 或
  - 供应商在未违反保密义务的情况下从第三方获得。
- 18.4 As long as the supplier holds or stores information in electronic format that is subject to the obligation of secrecy, the supplier shall protect it against unauthorized access in accordance with Data Security Law of the PRC, Cyber Security Law of the PRC and other related laws and regulations. 18.4 如果供应商以电子格式持有或存储受保密义务约束的信息, 则其应按照《中华人民共和国数据安全法》、《中华人民共和国网络安全法》及其他相关法律法规保护该等信息免遭未经授权访问。
- 18.5 The supplier shall require its employees and other individuals that it employs for the completion of the contractual obligations to pledge their obligation of secrecy according to the above provisions and shall ensure compliance with this obligation. 18.5 供应商应要求其雇员及其为完成合同义务而雇佣的其他个人按照上述规定承担保密义务, 并确保前述人员遵守此项义务。
- 18.6 The supplier is obliged to conclude a corresponding non-disclosure agreement with third parties. 18.6 供应商有义务与第三方签订相应的保密协议。
- 19 Final provisions 19 最后规定**
- 19.1 The place of fulfillment for Services and payments shall be the registered office of the buyer. 19.1 提供服务和付款的地点应为买方的注册办事处。
- 19.2 Should provisions of these General Terms and Conditions of Purchase be or become invalid or unenforceable, then the effectiveness of the other terms will not be affected in any way. The parties will in such case reach an arrangement which achieves the purpose of the affected provision of these General Terms and Conditions of Purchase in an effective and enforceable manner to the extent possible. 19.2 该等通用采购条款和条件的规定无效或不可强制执行的, 其余条款的有效性不受任何影响。此种情况下, 双方应达成协议, 尽可能以有效并可强制执行的方式实现该等通用采购条款和条件中受影响条款的目的。
- 19.3 If a contracting party discontinues payments or if a petition for bankruptcy or an out-of-court settlement is filed, then the other contracting party shall be entitled to terminate from the Agreement with respect to the unfulfilled part. 19.3 如果一方停止付款, 或申请破产申请或庭外和解, 则另一方有权就未履行的部分解除协议。
- 19.4 No verbal ancillary agreements have been made. Should such agreements have nevertheless been concluded prior to the inclusion of these General Terms and Conditions of Purchase, they shall be null and void with the effective date of the inclusion of these General Terms and Conditions of Purchase. 19.4 双方未达成任何口头附属协议。在缔结该等通用采购条款和条件之前已达成该等协议的, 该等协议自通用采购条款和条件有效日期起归于无效。
- 19.5 The PRC substantive law applies. The applicability of UN law for international sale (CISG) is in any case excluded. Contract language is English and Chinese. 19.5 协议适用中国实体法。在任何情况下, 协议均不适用《联合国国际货物销售合同公约》(CISG)。协议以英文和中文书就。
- 19.6 All disputes arising from the execution of or in connection with these General Terms and Conditions of Purchase shall be settled amicably through friendly negotiation. In case no settlement can be reached through negotiation the case shall then be submitted to Shanghai International Arbitration Center ("SHIAC") in accordance with its then valid arbitration rules. The award rendered by the said commission shall be final and binding upon both parties. The losing Party shall bear all the cost and fees for arbitration, including but not limited to the lawyer's fees paid by the prevailing party, unless otherwise decided by the arbitration award. 19.6 凡因执行该等通用采购条款和条件所发生的或与该等通用采购条款和条件有关的一切争议, 应由双方通过友好协商予以解决, 如果协商不能解决, 应提交上海国际仲裁中心 ("SHIAC") 根据其届时有效的仲裁规则进行仲裁。仲裁裁决是终局的, 对双方都有约束力。败诉方应承担所有的仲裁费用, 包括但不限于胜诉方支付的律师费用, 除非仲裁裁决另有决定。
- 20 Modifications 20 修订**

修订 / Edition	日期 / Date	修订 / Modifications
1	06.12.2022	第一版 / First Edition