

Purchasing conditions for investment, goods and deliveries independent of manufacture 与生产无关的投资、货物和交付物的采购条件	Date: December 2022 发布时间：2022 年 12 月
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Purpose

Description of purchase conditions for investment goods and deliveries independent of manufacture.

Scope

Purchasing conditions for investment goods and deliveries independent of manufacture ("Purchasing Conditions") 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

描述与生产无关的投资货物和交付物的采购条件。

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）与生产无关的投资货物和交付的采购条件（“采购条件”）。

1 Decisive terms

1.1 The legal relations between the supplier and Astotec Automotive Technology (Changzhou) Co., Ltd. (hereinafter "buyer") shall be according to the following Purchasing Conditions. These Purchasing Conditions shall apply to all orders of the buyer to the supplier and to any other legal relationship between the buyer and the supplier, unless otherwise provided.

The submission of the offer and consultancy services of the supplier are noncommittal and without charge for the buyer. Likewise, inquiries about offers by the supplier are noncommittal. The supplier undertakes to inform itself comprehensively and on its own responsibility about all details affecting the execution of deliveries and/or services (hereinafter "the object of the contract") or the object of the request.

1.2 Supply contracts (orders and order acceptances) and call-off orders and the resulting amendments as well, are to be made in writing. Modifications of prices, provisions or of delivery and/or services contents (number of items, deadlines, specifications, etc.) 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 supply conditions of the supplier expire. Contradictory sale and delivery conditions, as well as order confirmations of the supplier shall not be binding to the buyer, even if it does not expressly disagree with them.**

1.3 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 Modifications

2.1 **The buyer can at any moment require modifications of the design, process, execution, specifications and/or deadlines of the object of the contract.** The effects, in particular with regard to additional or reduced costs as well as postponements of deadlines, shall be adequately regulated by mutual agreement. Upon request of the buyer, the supplier undertakes to carry out these changes within the deadline specified.

2.2 **The supplier shall not proceed to any modification of the properties or of the manufacture of the object of contract, unless further to a written agreement or a written invitation of the buyer. This shall also apply to objects of contract which were developed on the supplier's responsibility and/or to which the supplier has trademark rights.**

2.3 If during execution of the subject matter of the contract, the supplier learns of, or recognizes, technical innovations,

1 决定性条款

1.1 供应商与阿斯托特克汽车技术（常州）有限公司（以下简称“买方”）之间的法律关系应符合以下采购条件。除非另有规定，该等采购条件应适用于买方向供应商发出的所有订单，并适用于买方与供应商之间的任何其他法律关系。

供应商的报价和咨询服务对买方无约束力，买方无需因此支付任何费用。同样，买方询问供应商提供的报价信息的，亦无约束力。供应商承诺自行全面了解影响交付和/或服务（以下简称“合同标的”）或询价对象的所有信息。

1.2 供应合同（订单和订单接受）和按需订单及其修订应以书面形式作出。修改买方订单所示价格、条款、交付和/或服务内容（物品数量、截止日期、规格等）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，供应商任何可能的供应条款均失效。即便买方未明确表示不同意，与该等采购条件相冲突的销售和交付条件以及供应商的订单确认书对买方均不具有约束力。**

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。

2 修订

2.1 **买方可随时要求修改合同标的之设计、流程、执行、规范和/或截止日期。**各方应通过协商充分降低该等修改的影响，尤其包括成本增加或减少、截止日期延展等。经买方请求，供应商承诺在规定的期限内执行变更。

2.2 **除非另有书面协议或买方书面邀请，否则供应商不得对合同标的之性质或生产作出任何修改。此项规定同样适用于由供应商负责开发和/或供应商拥有商标权的合同标的。**

2.3 在合同标的物执行过程中，如果供应商获悉或发现技术创新、优化和/或改进，其应立即通知买方，并免费向买方移交任何

Bearbeitet:
Christian Wirth

geprüft:
Christian Wirth

freigegeben:
Bianca Moser

Erstellung: Franz Schneeberger

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optimizations and/or improvements, the supplier shall immediately inform the buyer of them and hand over to the buyer any technical documentation without charge, so that the buyer may take its decision regarding the implementation or non-implementation of these innovations, optimizations and/or improvement in the best possible manner.

技术文档，以便买方尽可能明智地作出是否实施该等创新、优化和/或改进革新的决定。

3 Prices / Payment

3 价格/付款

- 3.1 Prices shall be fixed and include delivery DAP to the corresponding destination/unloading point of the buyer (according to Incoterms latest valid version), as well as assembly, start-up, training and test run until the acceptance as well as all other incidental costs, and be without legal value added tax. The supplier grants the buyer no less favourable prices and conditions than other buyers or customers if and to the extent that they offer the same or equivalent conditions.
- 3.2 Unless otherwise agreed, payments are made with a 30-day payment target less 3% discount, or with a target of 60 days from delivery and receipt of the invoice, net, whereby the receipt in time of auditable official tax invoices (fapiao) shall be a condition. In the event of an acceptance of anticipated deliveries, the settlement date shall be according to the delivery term agreed.
- 3.3 Payment shall be made by credit transfer to the supplier's account notified in writing. Any expenses for payment transactions shall be borne by the supplier. Supplier shall be liable for the authenticity, accuracy, effectiveness, validity and completeness of the deposit bank designated by supplier. The buyer shall not take any liabilities for mistake or failure of payment caused by the faults of the supplier. The supplier shall notify the buyer in writing at least [one (1) week] before changing the above bank account. The buyer has the right to orally confirm any changes to the bank account with supplier. Any delay of payment caused by a late notice by supplier shall not be considered as the breach of contract by Buyer.
- 3.4 If the delivery is defective, the buyer shall have the right to hold back the entire payment until performance is proper and duly made. "Defect" under these Purchasing Conditions refers to that the products fail to comply with standards as agreed by both parties, or fails to comply with national and industry standards on human health, personal and property safety, or products constitute an unreasonable threat to personal safety or to safety of another person's property.
- 3.5 Without a prior written agreement by the buyer, the supplier shall not be entitled to assign its receivables or to have them collected by a third party.
- 3.6 Invoices have to be sent in duplicate (one original, one copy) to the buyer and have to be complete according to the legal requirements (characteristics according to PRC Tax related laws and regulations). Additionally, the order number, the delivery note number, the delivery address as well as all other additional data required by the buyer (e.g. accounting data) shall be indicated. The supplier shall be responsible for the due indication of the VAT.
- 3.7 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 claims or against claims of companies with associated relationship in the sense of PRC Company Law.
- 3.8 Should the agreed technical documentation and/or test or acceptance certificates not be available at the deadline agreed, the delivery or performance shall be considered as

- 3.1 价格应为固定价格，包括基于 DAP 术语（目的地交货）交付至买方相应目的地/卸货点（基于最新有效版本的国际贸易术语解释通则）的成本，组装、启动、培训和试运行直至验收的成本，以及所有其他附带成本，但不包括法定增值税。供应商向买方给予优惠程度不低于其他提供相同或相当条件的买主或客户的价格和条件。
- 3.2 除非另有约定，买方在 30 日内付款的，可扣减 3%，或可在供应商交货且买方收到发票后 60 日内支付净价格，买方付款以其及时收到可审计的正式税务发票（发票）为前提。如果买方接受预期交货，则应基于约定交货期限确定结算日期。
- 3.3 买方应通过信用转账的方式将款项付至供应商以书面形式通知的账户。任何付款手续费应由供应商承担。供应商应当对其提供的收款银行账户信息（的真实性、合法性、有效性、准确性、完整性负责。因供应商过错而导致的付款错误或付款不能，买方不承担任何责任。在变更上述银行账户前，供应商应至少提前[一（1）个星期]给予买方书面通知。买方有权以口头形式与供应商确认银行账户的变更事宜。任何因供应商延迟发出上述通知而导致的付款延迟不得视为买方违约。
- 3.4 交货存在瑕疵的，在供应商适当履行之前，买方有权扣留全部付款。本采购条件下的“缺陷”是指产品不符合双方约定的标准，或不符合人体健康和人身、财产安全的国家标准、行业标准，或产品存在危及人身、他人财产安全的不合理的危险。
- 3.5 未经买方事先书面同意，供应商无权让与其应收款项或交由第三方托收。
- 3.6 供应商应向买方发送一式两份（一份正本，一份副本）发票，并应按照法律要求填写完整（具备中国税法规定的特征）。此外，发票中还应注明订单号、交货单编号、交货地址以及买方要求的所有其他附加信息（如会计信息）。供应商负责适当注明增值税。
- 3.7 买方的所有付款均应视为保留追索权。买方有权就针对买方的主张或针对有《中华人民共和国公司法》项下的关联关系的公司的主张提出反诉。
- 3.8 供应商未在约定截止日期提供约定技术文档和/或测试或验收证明的，其交付或履行应视为未完成，买方将在供应商完整提交所有文件后付款。

Bearbeitet:
Christian Wirth

geprüft:
Christian Wirth

freigegeben:
Bianca Moser

Erstellung: Franz Schneeberger

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imperfect, and payment shall be made upon the complete submission of all documents.

<p>4 Delivery deadlines / Delivery quantities</p> <p>4.1 The supplier undertakes to delivery reliability. The deliveries shall basically be handled in accordance with the directions of the buyer. Deadlines and quantities agreed shall be binding. The moment of arrival of the object of the contract at the buyer shall be decisive for the compliance with a delivery deadline.</p> <p>4.2 The buyer shall be entitled to send back at the supplier's expense and risk any delivery received before the deadline agreed, or the quantity exceeding the quantity agreed, or to charge the supplier the costs for storage.</p> <p>4.3 The supplier undertakes to maintain an appropriate failure strategy for its manufacture facilities and equipment, in order to ensure on-schedule delivery to the buyer at any time.</p> <p>4.4 When delivering goods, the supplier shall respect all the relevant management regulations established by the buyer and truthfully disclosed by the buyer. The supplier undertakes to accept punishment pursuing to buyer's management regulations in case of any violation in respect thereof.</p> <p>5 Delayed delivery</p> <p>5.1 When the supplier realizes that an agreed upon delivery deadline cannot be met, he is obliged to notify the buyer immediately and has to state the extent of the possible delay. The delivery deadline agreed – arrival of the object of the contract at the place of delivery/unloading point – has to be complied with unconditionally; otherwise the buyer shall be entitled to charge the supplier a penalty of 2 % per day of the value, and 10% of the entire order for each week commenced, without having to prove a loss. Moreover, the buyer can claim either an additional delivery and damages on grounds of a delayed delivery or damages on grounds of failure of performance of the contract and cancel the contract.</p> <p>5.2 The supplier undertakes to reimburse the buyer any amount exceeding the loss due to the delay exceeding the penalty. This includes also covering purchases, as well as losses from an interruption or a failure of manufacture. Further legal claims (termination and compensation instead of performance) remain reserved.</p> <p>5.3 If upon an agreement with the buyer delivery is made before the delivery deadline, terms depending on the delivery shall only begin at the deadline originally agreed (i.e. the later deadline).</p> <p>5.4 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 delivery, or part of, has been accepted without reserve and/or been paid.</p> <p>5.5 If due to force majeure or to requirements ex post of the buyer the delivery deadline cannot be complied with, the buyer must be immediately notified in writing, otherwise a claim to the prolongation of the delivery term cannot be taken into consideration. If the claim to prolong the delivery deadline is considered justifiable, the new deadline has to be agreed in writing. If this date is exceeded, the originally agreed conditions shall apply.</p> <p>6 Packaging / Shipping / Certificate of Origin</p> <p>6.1 Unless otherwise agreed, the sort of packaging shall be chosen by the supplier, who shall take into account the specific requirements of the object of the contract to be delivered, as</p>	<p>4 交货截止日期/交货数量</p> <p>4.1 供应商承诺按时交货。一般而言，交货应遵循买方的指示。约定的截止日期和数量具有约束力。合同标的到达买方的时间点对于遵守交货截止日期具有决定性意义。</p> <p>4.2 买方有权退回在约定截止日期前收到的货物，或退回超出约定数量的货物，或向供应商收取存储成本，相关的费用和风险由供应商承担。</p> <p>4.3 供应商承诺对其生产设施和设备施行适当的故障策略，以始终确保按计划向买方交货。</p> <p>4.4 供应商交付货物时应当遵守买方制定的各项管理制度，买方应当如实告知。供应商承诺：如果违反买方的有关规章制度时，同意依照买方管理制度接受处罚。</p> <p>5 延迟交货</p> <p>5.1 供应商意识到无法在约定的交货截止日期前交货时，其有义务立即通知买方，并说明可能的延迟时间。供应商必须无条件遵守约定的交货截止日期 - 合同标的到达交货地点/卸货点；否则，买方有权每天就向供应商收取相当于订单价值 2% 的违约金，且每周的违约金为整个订单价值的 10%，而不必证明损失。此外，买方可要求额外交货并以延迟交货为由主张损害赔偿，或以未履行合同为由主张损害赔偿并解除合同。</p> <p>5.2 供应商承诺向买方偿付因延期而造成的超过罚款的损失，包括采购成本，以及因生产中断或失败造成的损失。买方保留提出进一步法律主张的权利（以解除合同和赔偿替代履行）。</p> <p>5.3 如果供应商依据其与买方的约定在截止日期前交货，以交货为前提的条款仍自最初约定的截止日期（即，较晚的截止日期）开始生效。</p> <p>5.4 买方无义务提请供应商注意可能的延迟交货。买方无保留地接受全部或部分交货及/或已付款的，不视为豁免延迟罚款和/或损害赔偿。</p> <p>5.5 如果由于不可抗力或买方事后的要求，供应商无法遵守交货截止日期，则其必须立即以书面形式通知买方，供应商未发出书面通知的，买方不予考虑延展交货期的请求。买方认为供应商延展交货期的请求合理的，必须以书面形式同意新的交货期。超过此日期的，应适用最初约定的条件。</p> <p>6 包装/运输/原产地证书</p> <p>6.1 除非另有约定，否则包装类型应由供应商选定，供应商应考虑交付合同标的之具体要求，以及买方最新适用版本的包装规</p>
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Bearbeitet:
Christian Wirth

geprüft:
Christian Wirth

freigegeben:
Bianca Moser

Erstellung: Franz Schneeberger

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<p>well as the packaging provisions of the buyer in their latest applicable version. Packaging must be such that any kind of damage and corrosion of the object of the contract is excluded during shipment and 3-months storage under the usual storage conditions with the buyer or supplier.</p> <p>6.2 The labelling, marking, packing, identification and dispatching of the objects of the contract ordered must comply with buyer's requirements. Delivery notes must show at least the order number, quantity supplied and designation of the object of the contract, as well as the delivery address/unloading point.</p> <p>6.4 The packaging must allow handling by hand or with the aid of cranes, electric carts, hoisting devices and other handling devices, as far as the size and the weight of the individual parcels allow.</p> <p>6.5 The supplier undertakes to reimburse the buyer any extra expense resulting from the non-compliance with a provision.</p> <p>6.6 The Incoterms as amended will apply to all agreed trade clauses.</p> <p>6.7 The origin of the objects of the contract or a change of origin according to customs law has to be notified to the buyer immediately and without request. The supplier shall be liable for all losses accruing to the buyer because of an improper or delayed submittal of the supplier's declaration. If necessary, the contractor shall justify its allegations regarding the origin of the goods with an information sheet confirmed by its customs office. Any extra costs accruing from the change of origin shall in any case be borne by the supplier.</p> <p>6.8 Cash on delivery shipments are not accepted.</p> <p>7 Notice of Defect(s)</p> <p>7.1 Even though the buyer has checked and accepted the goods, during reasonable period after acceptance (in accordance with the character of goods), if buyer finds that the goods provided by supplier are defective or do not conform to the agreed terms, the buyer shall notify in writing the supplier of such defects without delay. Further the supplier shall renounce objection to a late filing of a complaint in respect of a defect of goods.</p> <p>In this case, the buyer is still entitled to require supplier to return the goods in full amount, replace the goods, repair the goods at its sole discretion and demand indemnification for losses and any cost arising therefrom shall be borne by supplier on its own.</p> <p>7.2 Moreover the buyer's goods incoming inspection is only an additional, non-compulsory quality assurance measure. The supplier is therefore solely and fully responsible for the faultless and documentation-compliant quality of his products and therefore the supplier explicitly abstains from an objection of a not executed or not properly executed notification of defect.</p> <p>7.3 The inspection conducted by buyer at the reception of the goods shall only limited to the inspection on quantity and qualification as well as externally visible damage. Supplier's failure to provide the conforming goods constitutes a material breach of this Agreement and buyer is entitled to reject to reception of the goods. buyer's reception of any goods does not constitute a waiver of, or otherwise limit, any of buyer's rights resulting from supplying defective goods by supplier.</p> <p>7.4 After buyer checks and accepts the goods, representatives of buyer and supplier shall sign on the delivery note respectively. The delivery note with the signatures of representatives of the Parties shall be final reference for settlement. Upon the signature of the delivery note by both Parties, the delivery of</p>	<p>定。包装必须确保合同标的在运输期间以及在买方或供应商正常储存条件下储存 3 个月期间不出现任何类型的损坏和腐蚀。</p> <p>6.2 所订购合同标的之标签、标记、包装、标识和发运必须符合买方的要求。交货单必须至少注明订单号、供应数量、合同标的名称以及交货地址/卸货点。</p> <p>6.4 在单个包裹的尺寸和重量允许的范围之内，包装必须确保能够用手或借助起重机、电动推车、起重设备和其他搬运设备进行搬运。</p> <p>6.5 供应商承诺补偿买方因供应商不遵守规定而产生的任何额外费用。</p> <p>6.6 经修订的国际贸易术语解释通则适用于所有约定贸易条款。</p> <p>6.7 供应商依据海关法律变更合同标的的来源或原产地的，必须立即通知买方，而无需买方请求。由于供应商申报不当或延迟申报而给买方造成的一切损失应由供应商负责。如有必要，承包商应提供一份经海关确认的信息单，证明其关于货物原产地的陈述合理。在任何情况下，因原产地变更而产生的任何额外成本均应由供应商承担。</p> <p>6.8 不接受货到付款的运输方式。</p> <p>7 缺陷通知</p> <p>7.1 即使买方已经对货物验收完毕，但是在收货后合理时间内（依货物性质而定），若买方发现供应商提供之货物存在缺陷或不符合约定条件的，必须立即以书面形式报告。但供应商应放弃就买方延迟提交货物缺陷主张提出异议。</p> <p>在此种情况下，买方仍然有权自主选择要求供应商全额退货、换货、修理并主张损失赔偿，且供应商应独自承担因此产生的任何费用。</p> <p>7.2 此外，买方的进货检验只是一项附加的、非强制性的质量保证措施。</p> <p>供应商全权负责确保其产品无缺陷并符合文档中规定的质量要求，因此供应商明确放弃对未发出或未适当发出缺陷通知提出任何异议。</p> <p>7.3 买方在接收货物时开展的检验仅限于货物的数量和规格以及外部可见损坏。若货物不符合检验标准，将视为供应商实质违反本协议且买方有权拒绝接收货物。买方对任何货物的接收并不构成买方对因供应商供货不符合约定后可行使的任何权利的放弃或其他限制。</p> <p>7.4 在买方验收货物完毕后，买方和供应商的代表应分别在交货单上签字。经双方代表签字后的交货单是双方最终的结算依据。经双方代表签字后始得视为货物的交付，交付前的货物损毁灭</p>
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Bianca Moser

Erstellung: Franz Schneeberger

Purchasing conditions for investment, goods and deliveries independent of manufacture 与生产无关的投资、货物和交付物的采购条件	Date: December 2022 发布时间：2022 年 12 月
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goods shall be deemed complete, and risks of damages or loss of goods before the completeness of delivery shall be borne by supplier. In addition, the ownership of the goods shall be transferred from supplier to buyer at the time of delivery.

失风险应由供应商承担。此外，货物所有权自交付时由供应商转移至买方。

8 Quality

The supplier shall comply with the development, manufacture and delivery of the object of the contract according to the acknowledged rules of technology, the state of the art and the specific requirements and provisions of the buyer and shall undertake to comply with and fulfil all legal provisions to which the object of the contract is subject. Likewise, any standards and instructions for use of a third party whose product(s) is/are used for the manufacture of the subject matter of the contract must be complied with in accordance with the latest version in each case.

8 质量

供应商应按照公认的技术规则、最新技术水平以及买方的具体要求和规定，开发、生产和交付合同标的，并应承诺遵守和履行约束合同标的之所有法律规定。同样，供应商使用第三方产品生产合同标的的，必须遵循该等第三方最新版本的标准和使用说明。

9 Safety and environment (minimum requirements)

- 9.1 Every delivery shall comply with the rules of the latest applicable version of the labor protection laws and regulations.
- 9.2 The supplier undertakes to mark and label the object of the contract according to the applicable provisions and rules if it has safety or environment relevant properties.
- 9.3 The latest applicable relevant version of safety data sheets shall be enclosed in each delivery.
- 9.4 All containers of safety or environment relevant contents shall be marked and labelled with international hazard labels, as well as with clear-cut indications in Chinese and English.

9 安全与环境 (最低要求)

- 9.1 每次交付均应符合最新适用版本劳动保护法律法规。
- 9.2 供应商承诺，如果合同标的具有安全或环境相关属性，其将按照适用的规定和规则对合同标的的进行标记并加贴标签。
- 9.3 每次交付均应随附最新适用版本的安全数据表。
- 9.4 所有装有安全或环境相关内容的容器均应加贴国际危险标签，并以中文和英文明确标示。

10 Warranty

- 10.1 The supplier guarantees the appropriate, state-of-the-art design, execution quality, function, use of faultless material, completeness of and compliance with the specific requirements and provisions of the buyer of the design according to its use, as well as its compliance with all other properties guaranteed during a 24-month term without limitation to shifts from the day of start-up or the day of the acceptance of the equipment, according to whichever event may occur later.
- 10.2 The supplier undertakes to deliver the entire object of the contract and/or to perform services on time, regardless of whether or not all deliveries and services necessary for a flawless manufacturing operation have been detailed in the terms of reference. Moreover the supplier guarantees that even those individual, accessory, additional and connection parts, protection devices, ladders, operation platforms, catwalks, etc. which are not expressly mentioned in the terms of reference but necessary for the completeness and operation of the object of the contract to be delivered, or for the achievement of and the compliance with the properties and safety required, shall be delivered by the supplier. Special tools necessary for the adjustment and maintenance of the object of the contract, as well as any necessary foundation and fastening screws shall also be delivered.
- 10.3 If the objects of the contract delivered are defective or wrong, the supplier shall be granted the possibility to repair or replace the delivery, unless it is unacceptable to the buyer. If the supplier cannot repair or replace the delivery or cannot repair or replace the delivery immediately within the term set by the buyer, the buyer shall have the right to terminate the contract and send the object of the contract back to the supplier at the supplier's costs and risks. In urgent cases the buyer shall have

10 质保

- 10.1 供应商保证采用适当且最先进的的设计，达到约定质量和功能，使用无缺陷的材料，遵循买方根据具体用途设定的具体要求和规定，并实现所有其他性能，保证期限为 24 个月，包括但不限于从设备启动之日或验收之日（以较晚发生者为准）起的切换时间。
- 10.2 供应商承诺按时交付全部合同标的和/或提供服务，无论是否职责范围中详细说明无缺陷生产操作所需的所有交付和服务。此外，供应商保证，其应交付职责范围中未明确提及但为完整交付合同标的或实现必要属性和确保安全所需的独特的、附属的、额外的和连接用的部件、保护装置、梯子、操作平台、窄小通道等。供应商应交付调整和维护合同标的的所需的专用工具以及任何必要的基础架构和紧固螺钉。
- 10.3 如果供应商交付的合同标的存在缺陷或错误，除非买方不接受，否则供应商应被允许修理或更换交付物。如果供应商无法修理或更换交付物，或无法在买方规定的期限内修理或更换交付物，则买方有权解除合同，并将合同标的的退还给供应商，相关成本和风险由供应商承担。在紧急情况下，买方有权自行或请第三方修复缺陷，而无需额外设定期限。由此产生的费用应由供应商承担。

Bearbeitet:
Christian Wirth

geprüft:
Christian Wirth

freigegeben:
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<p>the right to repair defects itself or have them repaired by a third party without setting an extra term. Costs accruing from it shall be borne by the supplier.</p> <p>10.4 If the defect is discovered after the start-up (e.g. because it is hidden), the above-mentioned warranty period shall commence when the defect is disclosed. The buyer shall be entitled to call on the warranty laid down above and the supplier expressly renounces objection to the buyer having filed a complaint in respect of a defect of goods too late.</p> <p>In this event, the supplier shall be charged the costs according to item 10.3 and the costs for disassembling and assembling measures necessary to repair the defect, calculated on the basis of the applicable cost rate of the buyer. The buyer is obliged to submit a notice of defects to the supplier within 3 months from discovery of the defects. Upon request and unless otherwise agreed, the supplier shall immediately obtain at its own expense the objects of the contract which it must replace.</p> <p>10.5 In all events according to item 10.3 to 10.4, the supplier shall also bear the proven costs accruing to the buyer from special measures.</p> <p>10.6 In all other respects, the statutory provisions shall apply.</p> <p>11 Damages / Liability</p> <p>11.1 Damages shall be according to legal regulations, unless otherwise agreed.</p> <p>11.2 The supplier undertakes to replace the buyer's loss directly or indirectly due to a defective or delayed delivery, to an infringement of administrative safety rules or to any other reason for which the supplier is responsible unless another liability regulation is otherwise agreed under these Purchasing Conditions. The supplier will indemnify the buyer, his employees, authorized agents, successors, legal successors, customers and users of the goods from all the damages, costs, obligations for compensation for damages, claims, legal disputes and obligations (including recall costs, corrective maintenance costs, replacement purchase costs; compensation of follow-up damages, legal procedures charges and legal fees), which result from defective goods manufactured by the supplier. Upon request of the buyer, the supplier will immediately resume responsibility for the legal defence against a lawsuit or a threatened lawsuit instigated by a third party against the supplier and/or the buyer.</p> <p>11.3 The buyer is entitled to collect penalty for supplier's breach of contract, the calculation method is as follows:</p> <p>11.3.1 In the case that the goods provided by supplier do not conform to the agreement (including but not limited to quality, quantity, package, character), supplier shall pay buyer penalty equivalent to 100% of the total value of this batch of goods.</p> <p>11.3.2 In the case that supplier delay the delivery, supplier shall pay buyer the penalty equivalent to 5% of the total value of this batch of goods as of the date of delay .</p> <p>11.4 Such clause shall not be considered as limitations for buyer to enjoy other legal rights concerning the supplier's breach of agreement, including but not limited to the right to claim compensation for breach of agreement, and the right to claim compensation for actual losses in accordance with the laws and regulations. Under such conditions as the supplier breach the agreement, buyer can use the foresaid rights simultaneously.</p> <p>11.5 The supplier's liability for damages exists if the supplier is the cause of the d</p>	<p>10.4 如果缺陷是在启动后发现的（例如，隐藏缺陷），则上述保修期应自发现缺陷时起算。买方有权要求供应商履行上述保证，供应商明确放弃就买方延迟主张货物缺陷提出异议。</p> <p>此种情况下，供应商应支付第 10.3 条规定的成本，以及修复缺陷所需的拆卸和组装措施的成本，具体根据买方适用的费率计算。买方有义务在发现缺陷后 3 个月内向供应商发出缺陷通知。除非另有约定，经买方要求，供应商应立即自担费用获取其必须更换的合同标的。</p> <p>10.5 在第 10.3 至 10.4 条规定的所有情况下，供应商还应承担买方因特殊措施而招致的经证实成本。</p> <p>10.6 所有其他方面均适用法律规定。</p> <p>11 损害赔偿/责任</p> <p>11.1 除非另有约定，否则损害赔偿应符合法律规定。</p> <p>11.2 除非该等采购条件项下另有责任相关规定，否则供应商应赔偿买方直接或间接因供应商交货存在缺陷或延误、违反行政安全规则或可归于供应商的任何其他原因招致的损失。供应商应赔偿买方、买方雇员、授权代理人、承继人、法定继承人、客户和货物用户因供应商所生产缺陷产品遭受的所有损害、费用、损害赔偿义务、索赔、法律纠纷和义务（包括召回成本、纠正性维护费用、更换采购费用；后续损害赔偿、法律程序费用和律师费）。经买方请求，供应商应立即就第三方针对供应商和/或买方提起的诉讼或威胁诉讼承担辩护责任。</p> <p>11.3 买方有权针对供应商的违约行为向其收取违约金，其计算方式为：</p> <p>11.3.1 若供应商提供货物不符合约定（包括但不限于质量、数量、包装、品质不符合约定），则供应商应当向买方支付相当于该批次货物总价值 100% 的违约金。</p> <p>11.3.2 若供应商延迟到货的，则自延迟到货之日起，供应商应当向买方支付相当于该批次货物总价值 5% 的违约金。</p> <p>11.4 本条之规定不应构成买方针对供应商的违约行为而享有的其它合法权利的限制，包括但不限于买方享有的违约赔偿请求权，以及买方依据法律法规享有的实际损失赔偿请求权。在供应商发生违约行为的情形下，买方的上述权利可以同时使用。</p> <p>11.5 因供应商的原因引发损害的，供应商应承担赔偿责任。</p>
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<p>11.6 If according to mandatory national or international law claims are made against the buyer on grounds of liability regardless of negligence or fault, the supplier shall succeed to the buyer's rights as if he were directly liable.</p> <p>11.7 The supplier shall be liable for the costs accruing to the buyer from preventing damage (which could be caused e.g. by a recall action), insofar as it is obliged to do this according to item 1 of this article.</p> <p>11.8 The supplier is obliged to insure itself in an appropriate manner against the above-mentioned risks, and to prove coverage to the buyer.</p> <p>11.9 The buyer is liable only due to its intentional acts for gross negligence.</p> <p>11.10 Notwithstanding any other provision herein to the contrary, 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.</p> <p>12 Confidentiality</p> <p>12.1 The supplier undertakes to consider as a business secret all commercial, technical and legal information not publicly known and all documents of which it may have had knowledge.</p> <p>12.2 All documents and particularly drawings, models, patterns, samples and similar objects must not be left or made otherwise available to unauthorised third parties. The copying of such documents and objects shall only be permitted if necessary at operational level and if copyright provisions are complied with.</p> <p>12.3 Subcontractors of the supplier shall be bound accordingly by the supplier.</p> <p>13 Intellectual property rights / Inventions</p> <p>13.1 The supplier guarantees the buyer to hold all intellectual property and/or licence rights necessary for the manufacture, delivery and maintenance of the object of the contract, and shall grant the buyer all rights connected with the normal use of the object of the contract free of charge, without time limit and non-restrictively so that the buyer may also use them. The supplier guarantees the buyer also that the appropriate use of the object of the contract will and/or cannot infringe any right of physical or legal third parties.</p> <p>13.2 The supplier shall be liable for claims arising from the infringement of intellectual property rights and applications for intellectual property rights when the subject matter of the contract is used in accordance with the contract, even if the supplier is not at fault in this respect.</p> <p>13.3 The supplier shall indemnify the buyer against any claims resulting from the infringement of intellectual property rights.</p> <p>13.4 The contractual parties undertake to inform each other immediately of any infringement risks or alleged infringements and to afford each other the opportunity to work against any such claim.</p> <p>13.5 The supplier shall inform the buyer of any use of its own published or unpublished intellectual property rights or licensed intellectual property rights and applications and registrations of intellectual property rights to the object of the contract.</p> <p>13.6 Should the supplier's staff members make inventions in the framework of their activities for the buyer, the supplier undertakes to inform the buyer immediately of these</p>	<p>11.6 如果根据强制性的国内法或国际法，任何人基于疏忽或过失责任向买方提出主张，则供应商应继承买方的权利，如同其负有直接责任。</p> <p>11.7 供应商根据本条第 1 款有此义务的，其应承担买方因预防损害（可能因召回行动等造成）而招致的费用。</p> <p>11.8 供应商有义务以适当方式为自身投保上述风险，并向买方证明投保范围。</p> <p>11.9 买方仅在故意或重大过失的情况下承担责任。</p> <p>11.10 无论本采购条款是否有其他规定，买方均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>12 保密</p> <p>12.1 供应商承诺将所有不为公众所知的商业信息、技术信息和法律信息以及其可能知晓的所有文件视为商业秘密。</p> <p>12.2 所有文件，尤其是图纸、模型、图案、样品和类似物品，不得遗留或以其他方式提供给未经授权的第三方。只有在操作层面有必要并符合版权规定的情况下，才允许复制该等文件和物品。</p> <p>12.3 供应商的分包商应受供应商的相应约束。</p> <p>13 知识产权/发明</p> <p>13.1 供应商保证，买方拥有生产、交付和维护合同标的所需的所有知识产权和/或许可权，并应免费、无时间限制且无限定性地授予买方与正常使用合同标的有关的一切权利，以使得买方可正常使用。供应商还向买方保证，适当使用合同标的不会侵犯第三方或法定第三方的任何权利。</p> <p>13.2 对于因在按照合同使用合同标的物时侵犯知识产权和知识产权申请而引发的主张，供应商即便不存在过错，亦应承担相应责任。</p> <p>13.3 供应商应确保买方免受因侵犯知识产权而引发的任何主张。</p> <p>13.4 合同各方承诺立即通知对方任何侵权风险或涉嫌侵权行为，并向对方提供对抗任何该等主张的机会。</p> <p>13.5 供应商应将使用其自身已发表或未发表知识产权或获许可知识产权以及合同标的的知识产权申请和登记的情况告知买方。</p> <p>13.6 如果供应商的职员在为买方开展活动的框架内创造出发明，则供应商承诺立即通知买方，若买方要求，供应商还应按照适用</p>
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inventions, and to exploit them in due time on behalf of the supplier as employee inventions in accordance with the applicable legal provisions, if the buyer requests him to do so.

The supplier irrevocably assigns all his rights in such service inventions to the buyer and undertakes also for the future to make all and any required declaration and signatures as may be required for the assignment of such rights to the buyer in the future.

14 Force majeure

- 15.1 Force majeure, such as any kind of war, natural disasters or any other unpredictable and inevitable serious events shall relieve the partner of the contract of its performance obligations for the duration of the disturbance according to its magnitude and effects. The partners of the contract undertake to exchange immediately all necessary information if reasonable and to adapt their obligations in good faith to the changed conditions.
- 14.2 Events such as strikes, manufacturing defects, scrap, supply bottlenecks and sub-suppliers in default shall not be considered as force majeure.
- 14.3 If an event of force majeure lasts longer than 4 weeks, the supplier and the buyer shall negotiate an arrangement of how to deal with the effects.

The contractual partner who invokes an event of force majeure must prove it to the other contractual partner.

- 14.4 In the event of force majeure the contractual partners shall do their best to remedy or alleviate the difficulties and damages arising and to inform the other contractual partner about this continuously. Deadlines or terms that cannot be complied with because of the effect of force majeure shall be prolonged by the duration of the effect of force majeure and, if necessary, by a period of time to be agreed by both partners.

15 Spare part supply

The supplier undertakes to service and to maintain the object of the contract upon the buyer's request for a period of 15 years from start-up or acceptance of the equipment – whichever event is later – and to carry out extensions, modifications or any alterations if agreed separately. Tools shall be stored and maintained appropriately by the supplier.

16 Termination

The buyer shall have the right to terminate the entire contract or from part of it even for reasons for which the supplier is not responsible. In such an event the buyer undertakes to reimburse the supplier all actual costs accruing to and proven by the latter until the day of the termination of the contract. Claims of the supplier exceeding this amount shall be excluded.

If the supplier cancels its payments or if bankruptcy proceedings commence or judicial or extra-judicial settlement proceedings be filed, the buyer shall have the right to terminate the contract with immediate effect. The buyer shall also have the right to terminate the contractual relationship with immediate effect if the majority of the supplier's shares is sold to a third party who is a competitor of the buyer.

的法律规定，适时代表供应商将该等发明作为职务发明加以利用。

供应商不可撤销地将其对该等职务发明享有的一切权利让与至买方，并承诺将来在向买方让与该等权利时，做出所有和任何必要的声明和签名。

14 不可抗力

- 15.1 发生不可抗力的，如任何种类的战争、自然灾害或任何其他不可预见且不可避免的严重事件，应根据其程度和影响，在干扰持续期间豁免合同相对方的义务履行。合同各方承诺立即交换所有必要的信息（如合理），并善意调整其义务，以适应变化后的情况。
- 14.2 罢工、制造缺陷、报废、供应瓶颈和次级供应商违约等事件不应视为不可抗力。
- 14.3 如果不可抗力事件持续时间超过 4 周，供应商和买方应协商作出应对不可抗力事件影响的安排。

主张不可抗力事件的一方必须向另一方提供证明。

- 14.4 发生不可抗力的，合同方应尽最大努力补救或减轻由此产生的困难和损害，并持续向另一方告知最新进展。因不可抗力的影响而无法遵循截止日期或期限的，该等期限应予延展，延展时间应为不可抗力影响持续的时间，或（如有必要）双方同意的时间。

15 备件供应

供应商承诺，经买方请求，其将在设备启动或验收后 15 年内（以较晚发生者为准）就合同标的提供服务和维护，若双方另行达成一致，供应商将执行延期、修改或任何变更。

工具应由供应商妥善储存和维护。

16 解除

买方有权解除整个合同或部分合同，即便非因供应商之原因而导致解除。此种情况下，买方承诺偿付供应商在合同终止前招致并经供应商证明的所有实际费用。供应商超出此金额的索赔应予排除。

如果供应商取消其付款、被启动破产程序或被提起司法或司法外和解程序，则买方有权立即解除合同。供应商向作为买方竞争对手的第三方出售大部分股份的，买方有权立即解除合同关系。

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17 General provisions

- 17.1 Should a provision of these Purchasing Conditions and of any subsequent agreements be or become invalid, the validity of the remaining contract will not be affected. Contractual parties are obliged to substitute the invalid provision by a provision equivalent in its economic success.
- 17.2 Retention of titles by supplier shall not be acknowledged.
- 17.3 The contract is subject to PRC law. Application of the latest applicable version of the UN Convention of April 11th, 1980, on Contracts for the International Sale of Goods shall be excluded.
- All disputes arising from the execution of or in connection with this contract 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.
- 17.4 The place of performance of deliveries and services is the point of delivery agreed. If such a point has not been agreed, the point of delivery shall be the buyer’s delivery address/point of unloading or the buyer’s registered office, as the buyer may have notified.
- 17.5 The supplier hereby declares that it accepts that information about its business relationship with the buyer be communicated to the buyer’s parent company(ies), as well as to any company with associated relationship under PRC Company Law.

18 Compliance

- 18.1 Supplier represents and warrants that it, its shareholders, actual controller, directors, officers, employees, sub-contractors and agents will act in full compliance with any applicable anti-corruption laws and regulations, industry and professional codes of practice, including but not limited to StGB, VbVG, UWG, FCPA, UK Bribery Act, China anti-corruption laws and regulations, Law of the People’s Republic of China Against Unfair Competition. Even a single breach entitles the buyer to end respectively to terminate all contractual relations immediately. In principle the supplier is obliged to comply with all laws and relevant regulations (i.e. directives, decrees, etc.) connected to the contractual relationship with the buyer.
- 18.2 The supplier commits himself to obey the following principles and rights in the context of production and purchasing worldwide:
- Respect for human dignity and human rights, ban on child- and forced labour;
 - No discrimination based on sex, religion, nationality, age, origin, disability, sexual orientation or the like;
 - Compliance of social adequate working conditions;
 - Responsible behaviour of all employees regarding sustainable treatment and protection of the environment;

17 一般规定

- 17.1 本采购条件及任何后续协议的任何条款无效的，其余条款的有效性不受影响。合同各方有义务以经济上等同的条款替代无效条款。
- 17.2 不承认供应商保留所有权。
- 17.3 本合同受中国法律管辖。最新适用版本的 1980 年 4 月 11 日《联合国国际货物销售合同公约》不予适用。
- 凡因执行本合同所发生的或与本合同有关的一切争议，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。
- 17.4 交付和服务的履行地为约定的交付地点。双方未就交货地点达成一致，的，交货地点应为交货地址/卸货地或买方注册办事处，具体由买方通知。
- 17.5 供应商特此声明，其同意将其与买方的业务关系信息传达给买方的母公司，以及《中华人民共和国公司法》下具有关联关系的公司。

18 合规

- 18.1 供应商陈述并保证供应商及其股东、实际控制人、董事、管理人员、员工、分包商及代理应严格遵守任何适用的反腐败法律和法规、行业规范和职业行为规范，包括但不限于，《奥地利刑法典》（StGB）、《奥地利协会责任法》（VbVG）、《奥地利反不正当竞争法》（UWG）、美国海外反腐败法（FCPA）、英国反贿赂法、中国反腐败法律法规、和中国反不正当竞争法等。一旦违反，买方即有权立即终止所有合同关系。原则上，供应商有义务遵守与双方合同关系相关的所有法律和和相关法规（即指令、法令等）。
- 18.2 供应商承诺在全球生产和采购过程中遵守以下原则和权利：
- 尊重人的尊严和人权，禁止使用童工和强迫劳动；
 - 不得有基于性别、宗教、国籍、年龄、出身、残疾、性取向等的歧视；
 - 遵守适当的社会工作条件；
 - 所有员工在可持续利用和保护环境方面采取负责任的行为；
 - 符合员工保护和健康保护要求；

Bearbeitet:
Christian Wirth

geprüft:
Christian Wirth

freigegeben:
Bianca Moser

Erstellung: Franz Schneeberger

Purchasing conditions for investment, goods and deliveries independent of manufacture 与生产无关的投资、货物和交付物的采购条件	Date: December 2022 发布时间: 2022 年 12 月
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- Compliance of requirements of employee protection and health protection.

18.3 The supplier shall make all effort to pass on the provision of this Compliance Clause 18 to his suppliers and to bind his suppliers accordingly and verify compliance with the provisions within the supply chain regularly. 18.3 供应商应尽一切努力将本第 18 条的合规规定传达给其供货商，使其供货商承担相应的义务，并定期在供应链内核实其供货商是否遵守规定。

19 Advertisements

19 宣传

19.1 The use of requests for quotations, orders, acceptance of orders by the buyer and the connected correspondence as such for promotion purposes is strictly prohibited. 19.1 严禁将询价、订单、买方接受订单以及相关通信用于宣传目的。

19.2 The supplier may only advertise its business relationship with the prior written consent of the buyer. 19.2 经买方事先书面同意，供应商方可宣传其业务关系。

20 Modifications

20 修订

Edition 版本	Date 日期	Modifications 修订
1	December 6, 2022	First Edition 第一版