

VOSS 集团 采购一般条款

General Terms and Conditions of Purchase of VOSS Group

适用于 VOSS 集团旗下所有公司（以下简称为“我司”）与其他公司、受公法制约的法律实体及公法专项基金（以下简称为“供应商”）之间的业务交易。

Applicable in business transactions of all companies of VOSS Group (hereinafter referred to as "We") with companies, legal entities under public law and public law special funds (hereinafter referred to as "Supplier").

1 总则

1.1 服务提供、货物制造及货物供应（以下统称“交付物品”）受本文件规定的我司采购一般条款（以下简称为“我司采购条款”）专门制约。

1.2 对我司采购条款构成矛盾、偏离或补充之供应商一般条款，我司不予接受，除非我司对其应用给予书面明确同意。即使我司在已知供应商其他条款偏离我司采购条款的情况下预定、接受或支付交付物品，我司采购条款依然适用。

1.3 我司采购条款亦适用于在无需另签协议情况下与供应商之间发生的所有未来业务交易。

2 合同签订与更改

2.1 签订或修改和/或修订合同之意图需以书面形式宣布。我司来电订单（交付计划/下分订单）亦可通过电子远程数据传输方式（如 EDI、电子邮件或传真）发送。

2.2 本合同签订后达成的口头协议、尤其是与我司采购条款相偏离的此类协议 — 包括本条书面形式条款 — 应采用书面形式才能生效。

2.3 除非在个别情况下获得书面明确同意，成本估算应由供应商履行且不由我司支付。

1 General

1.1 The provision of services, the manufacture of goods as well as the supply of goods (hereinafter jointly referred to as "Objects of Delivery") are exclusively governed by our General Terms and Conditions of Purchase specified in this document (hereinafter referred to as "our Terms and Conditions of Purchase").

1.2 We shall not accept General Terms and Conditions of the Supplier that contradict, deviate from or supplement our Terms and Conditions of Purchase, unless we have expressly given our written consent to their application. Our Terms and Conditions of Purchase shall also apply even if we order, accept or pay for objects of delivery in the knowledge of other conditions of the supplier deviating from our Terms and Conditions of Purchase.

1.3 Our Terms and Conditions shall likewise apply to all future business transactions with the Supplier without a separate agreement being required.

2 Entry into contract and alterations to the contract

2.1 Declarations intended to conclude or modify and/or amend contracts shall be required in writing. Our call orders (delivery schedules/release orders) may also be made via electronic remote data transfer (e.g. EDI, email or fax).

2.2 Verbal agreements entered into after conclusion of the contract, in particular deviations from our Terms and Conditions of Purchase - including this written form clause - shall be required in writing in order to be effective.

2.3 Unless explicitly agreed in writing in individual cases, cost estimates shall be

binding for the Supplier and not be paid by us.

2.4 我司可批准供应商的交付计划及价值/数量合同，并在此基础上通过供应商的交付计划或下分订单来订购交付物品。我司采购条款所指合同仅能通过受制于以下条件的调度协议/数额/金额合同和交付计划/下分订单进行订立。供应商无权订立调度协议或数量/金额合同和交付计划/下分订单。

2.4 We may agree with the Supplier delivery schedules as well as value/quantity contracts and order objects of delivery on this basis via delivery schedules or release orders from him. A contract within the meaning of our Terms and Conditions of Purchase shall only be concluded via scheduling agreements/quantity-/value contracts and delivery schedules/release orders subject to the following conditions. The Supplier shall not be entitled to the conclusion of a scheduling agreement or quantity-/value contract and delivery schedules/release orders.

2.5 与供应商订立的调度协议和数量/金额合同仅含适用于规定期限的约束性价格及其他条款。调度协议及符合我司需求规划的数量/金额合同中所规定的数量/价值目标对我司不构成约束。基于调度协议及数量/金额合同，供应商将收到随交付物品订单发出的约束性交付计划/下分订单。

2.5 The scheduling agreement and quantity-/value contract concluded with the Supplier shall only include binding prices and other conditions for the specified term. The target quantities/values stipulated in the scheduling agreement as well as in the quantity-/value contract correspond to our requirement planning and shall not be binding for us. Based on the scheduling agreement as well as the quantity-/value contract, the Supplier shall receive binding delivery schedules/release orders with an order of Objects of Delivery.

2.5.1 供应商承诺将依据我司通过交付调度计划/一揽子采购订单下达的指令、按调度协议及数量/金额合同规定的数量/金额目标、并以此等调度协议约定的价格及条件向我司提供交付物品，同时提供 20%的额外容量储备。

2.5.1 The Supplier shall undertake to supply us with the target quantities/values of objects of delivery specified in the scheduling agreement as well as in the quantity/value contract with an additional capacity reserve of 20 % at the prices and other conditions agreed in the scheduling agreement insofar as ordered by us via delivery schedules/blanket purchase orders.

2.5.2 供应商需要就交付计划/下分订单向我司发送确认。虽然如此，但供应商在收到交付计划/下分订单时即受其约束。对于偏离调度协议或数量/金额合同的交付计划/下分订单，供应商仅有权提出反对。若在上述情况下想提出反对的，供应商应在收到交付计划/下分订单后三（3）日内提出。

2.5.2 The Supplier will send a confirmation to us for the delivery schedules/release orders. Nevertheless the schedules/release orders shall be binding for the Supplier upon receipt. The Supplier shall only be entitled to object to the delivery schedule/release order if the delivery schedule/release order deviates from the scheduling agreement or quantity-/value contract. Any objection in the aforementioned cases shall be made by the Supplier within three (3) days following receipt of the respective delivery schedule/release order.

2.5.3 交付计划在前四（4）周对供应商和我司均具有约束力，即供应商应向我司提供在此期间交付计划所定数量之交付物品，我司将予以接收。

2.5.3 The delivery schedule shall be binding for the Supplier and for us for the first four (4) weeks, i.e. the Supplier shall supply us with the quantity of objects of delivery specified for this period in the delivery schedule and we will accept it. Beyond this period, the delivery schedule shall be binding for the Supplier for the following weeks five (5) up to and including eight (8) in the sense that the Supplier will

该期间过后，鉴于供应商要购买交付物品所

需物料，交付计划将在接下去的五（5）周、最长至八（8）周（含）期间内对供应商具有约束力。如在这五（5）至八（8）周内我司未向供应商采购交付物品，则我司应按供应商书面要求购买其为相应交付计划而合理购入的此等物料。该要求仅在供应商证明其无法取消或以其他方式使用或出售此等物料时才适用。

procure the material required for the Objects of Delivery. Insofar as we do not purchase Objects of Delivery from the Supplier for the weeks five (5) to eight (8), we shall, on his written request, purchase from him those materials reasonably purchased by him for the corresponding delivery schedule. This requirement shall only apply insofar as the Supplier proves that he is unable to cancel or otherwise use or sell the materials.

2.6 我司向供应商发出单独订单（以下简称为“订单”）的，除非供应商在 3 天内以对该订单提出书面反对，否则应订立与订单内容相关的合同。

2.6 Where we place an individual order with the Supplier (hereinafter referred to as "Order"), a contract with the content of the Order shall be concluded unless the Supplier objects to the Order within 3 days in writing.

2.7 我司有权要求对在制造和设计过程中的交付物品进行修改（供应商可能提出合理要求希望我司做此等修改）。同时，任何相关影响、特别在报酬和期限方面，都应予以友好解决。

2.7 We shall be entitled to demand modifications of the Object of Delivery in construction and design as may be reasonably requested from the Supplier. At the same time, any effects associated therewith, in particular with regard to remuneration and deadline, shall be settled amicably.

2.8 合同应由作为一方的 VOSS 集团下属公司和作为另一方的供应商签订。各自的合同伙伴应在各合同中予以规定。就我司而言，VOSS 集团各下属公司仅构成单独采购方或当事人，不构成此等行为之连带债务人，特别对 VOSS 集团其他下属公司所签合同而言。

2.8 The contracts shall be concluded between a company of VOSS Group on our part and the Supplier on the other part. The respective contractual partners shall be stipulated in the respective contracts. On our part, the individual companies of VOSS Group shall only constitute individual purchasers or principals and not joint and several debtors for the acts, in particular for the contracts of the other companies of VOSS Group.

2.9 供应商关联公司成为各合同合约伙伴或以其他方式为我司提供服务的，供应商应要求其关联公司根据我司采购条款及合同向我司履行义务。如果供应商关联公司成为合同的合约伙伴、或以其他方式为我司提供服务和/或负有与我司采购条款有关的其他义务，则供应商应确保其各关联公司各合同及此等采购条款对我司履行义务。

2.9 The Supplier shall oblige the companies associated with him to fulfil the obligations towards us under our Terms and Conditions of Purchase and the contracts insofar as the companies associated with the Supplier become contractual partners of the respective contracts or otherwise provide services for us. Insofar as companies associated with the Supplier become contractual partners of a contract, otherwise provide services for us and/or have other obligations in connection with our Terms and Conditions of Purchase, the Supplier shall ensure that the respective companies associated with him fulfil the obligations towards us under the respective contract and these Terms and Conditions of Purchase.

3 供应商的审查义务、告知义务及注意义务

3 Obligation of review, obligation to inform and duty of care of the Supplier

3.1 如果交付物品无法满足我司通知的预期用途或供应商以其他方式发现这一情况，则供应商应以书面形式立即主动告知我司。

3.1 The Supplier shall inform us unsolicited and forthwith in writing if the Object of Delivery is unsuitable for satisfying the intended purpose as notified by us or which is otherwise recognizable by him.

- 3.2** 供应商应在收到我司提供的信息、数据和详情（如规格和图纸）后立即检查其是否准确、完整。若有不准确或不完整的问题发生，供应商亦应立即通知我司。第 16 款之规定通过补充方式适用。
- 3.2** The Supplier shall check information, data and details – such as specifications and drawings – provided by us for accuracy and completeness immediately after receipt. He shall also notify us forthwith of any inaccuracy or incompleteness. The regulations in Para. 16 shall apply by way of supplement.
- 3.3** 如果供应商对提供给我司的交付物品在其构成、加工材料、建造设计和所用制造流程（包括机器和工具部署）方面有过更改，则应以书面形式告知我司。验证（包括任何批准流程）的费用应由供应商承担。无论何种情况，更改只能在获得我司事先书面同意的情况下进行。
- 3.3** The Supplier shall inform us in writing of any alterations made to the composition, the processed material, the constructive design and the manufacturing process applied (including the machines and tools deployed) for the same objects of delivery so far provided to us. The costs of validation including any approval process shall be borne by the Supplier. In any event, alterations may only be made with our prior written consent.
- 3.4** 例如作为上市后监管的一部分供应商发现存在安全相关缺陷，则即便此等缺陷宽限期已过，供应商亦应以书面形式立即主动通知我司。
- 3.4** We shall be notified forthwith and unsolicited in writing also after expiry of the period of grace of any security-related defects detected subsequently by the Supplier, e.g. as part of post-market surveillance.
- 4 质量标准与环保**
- 4 Quality standards and environmental protection**
- 4.1** 交付物品的制造和/或提供应符合最高质量标准以及科学、技术和工业领域内的最新标准。如约定规格偏离最新科技，则供应商应在运用其制造和/或提供交付物品前立即以书面形式通知我司。交付物品应安全、可售、适合预期用途，并在各方面符合约定规格。
- 4.1.** The manufacture and/or provision of objects of delivery shall comply with the highest quality standards as well as with state-of-the-art science, technology and optimum industrial standards. The Supplier shall notify us forthwith in writing if the agreed specifications deviate from the state-of-the-art science and technology before using such for the manufacture and/or provision of Objects of Delivery. Objects of Delivery shall be safe, marketable, suitable for the intended purpose and comply with the agreed specifications in every respect.
- 4.2** 对于提供服务、制造或储存或使用货物或产品等活动所涉及的国家，供应商应确保交付物品符合当地适用法规。
- 4.2** The Supplier shall ensure that the Objects of Delivery comply with the applicable statutory provisions in the countries to which and from which services are provided and goods or works manufactured or stored or in which they are used.
- 4.3** 对于供应和/或提供服务，供应商承诺遵守所有相关标准、法律和法规，特别是所有环保、有害物质、危险品、事故和职业健康与安全相关规定、以及所有公认的安全相关和职业医疗标准。
- 4.3** For the supply and/or provision of services, the Supplier undertakes to observe all pertinent standards, laws and statutory provisions, in particular all pertinent environmental protection, hazardous substances, hazardous goods, accident and occupational health and safety regulations as well as all generally recognized safety-related and occupational-medical standards.
- 4.4** 供应商应告知我司进口及运营交付物品所需官方许可和通知义务及其具体、特别的处理
- 4.4** The Supplier shall inform us of the necessary official permits and duties of

和处置要求。

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| <p>4.5 供应商负责确保交付物品完全符合质量标准。供应商应遵循我司不时修订的“富士汽车公司供应商质量管理要求”，其更新版本可从我司网站获取；此等要求具有约束力并对我司采购条款及合同构成补充，如供应商需要可向其提供。供应商有义务对交付物品进行全面检查，包括性质和范围适当的出货检查。供应商在开展服务和交付时应遵守 ISO 9001,ISO 14001,ISO 50001 and IATF16949 质量保证和能源环境管理体系。此外，供应商应按我司要求与我司订立质量目标协议。</p> | <p>4.5 The Supplier shall be responsible for full compliance with the quality standards of the objects of delivery. The Supplier shall comply with the “Quality Management Requirement for Suppliers of VOSS Automotive GmbH” as from time to time amended, the updated version of which can be retrieved from our website; these are binding and supplement our Terms and Conditions of Purchase and the respective contract and are made available to the Supplier at his request. The Supplier shall be obliged to perform a comprehensive check of the Objects of Delivery including a goods leaving inspection appropriate in terms of nature and extent. When carrying out his services and deliveries, the Supplier shall comply with the principles of quality assurance and energy and environmental management systems pursuant to ISO 9001, ISO 14001 and ISO 50001 and IATF16949. Furthermore, the Supplier shall conclude a quality target agreement with us at our request.</p> |
| <p>4.6 此外，供应商应承诺遵守联合国全球契约原则和国际劳工组织（ILO）颁布的国际劳工标准，并遵守法定及官方物质禁令和限制。</p> | <p>4.6 Furthermore, the Supplier shall undertake to comply with the principles of the United Nations Global Compact and the International Labour Standards of the International Labour Organisation (ILO) and observe the statutory and official substance bans and restrictions.</p> |
| <p>4.7 已有约定的系列部件采样相关生产部件批准流程须妥善执行并坚持遵守，特别应取得我司对具体标记的批准。交付物品供货期间，任何偏离生产部件批准程序的行为应事先取得我司书面明确同意。我司给出批准或供应商进行其他测试并不免除供应商责任；供应商应始终负责确保交付物品完全符合应有质量。</p> | <p>4.7 Where a production part approval process for the sampling of series parts has been agreed, this must be duly conducted and consistently complied and our approval with the specified mark shall be obtained in particular. For the duration of the supply of the respective Objects of Delivery, any deviation from the production part approval process shall require our explicit prior written consent. The Supplier is neither released from his responsibility by our approval nor by performing other tests; the Supplier shall remain responsible for full compliance of the owed quality of the Objects of Delivery at all times.</p> |
| <p>4.8 供应商应妥善处置因制造和供应和/或提供交付物品而产生的任何废物。供应商应妥善、有序自行提供相关回收证据。</p> | <p>4.8 The Supplier shall duly dispose of any waste material generated through the manufacture and supply and/or provision of objects of delivery. The Supplier shall provide evidence in the context with the recovery in a due and orderly manner and on his own responsibility</p> |
| <p>4.9 水污染物质应予以储存和处置以免危害土壤、水质及排水系统。供应商应妥善、有序自行提供相应证据。</p> | <p>4.9 Storage and handling of water-polluting substances shall be carried out such as to prevent hazards for soil, water and drainage systems. The Supplier shall provide the</p> |

- corresponding evidence in a due and orderly manner and on his own responsibility.
- 4.10** 我司有权对供应商进行审计 — 并可咨询我司客户代表和/或外部审计师。我司将适时公布审计结果。审计期间，供应商应特别授权我司对交付物品的制造流程、所有质保措施以及与制造流程和质保措施有关的资料进行检查。
- 4.10** We shall be entitled to conduct Supplier audits - also in consultation with representatives of our customers and/or external auditors. We will announce the audit in due time. During the audit, the Supplier shall in particular grant us the right to inspect the manufacturing process of the Objects of Delivery, all quality assurance measures as well as the documentation of the manufacturing process and quality assurance measures.
- 4.11** 无论具体审计情况如何，供应商在收到合理通知后亦应授权我司进入其制造或提供交付物品的生产现场。个别情况下，供应商亦应授予我司可不事先通知进入的权利，只要此等行为存在正当利益。我司将在供应商正常营业时间内进入生产场地，除非根据我司正当利益需另行安排时点。
- 4.11** Irrespective of a specific audit, the Supplier shall, upon reasonable notice, also grant us access to his production site where the Supplier manufactures or provides the objects of delivery. In particular individual cases, the Supplier shall also grant us access without prior notice if there is a legitimate interest in doing so. We shall access the production site during the regular business hours of the Supplier unless another point in time is required according to our legitimate interest.
- 4.12** 供应商负责确保其分供应商和任何其使用的分包商接受审计和进场。供应商负责在其上游供应链范围内传达此等义务。
- 4.12** The Supplier shall oblige his sub-suppliers and any subcontractors deployed to agree to audits and admissions. The Supplier shall be responsible for passing on these obligations within his upstream supply chain.
- 5 REACh 法规和供应商声明**
- 5 REACh and supplier's declaration**
- 5.1** 供应商应确保并保证我司供应符合欧洲议会和欧洲理事会于 2006 年 12 月 18 日颁布的、并不时修订的关于化学品注册、评估、许可和限制的法规（EC 1907/2006）（以下简称“REACh 法规”）。
- 5.1.** The Supplier shall ensure and guarantee that our supply complies with the regulation (EC 1907/2006) of the European Parliament and the Council dated 18 December 2006 for Registration, Evaluation, Authorisation and Restriction of Chemical substances (hereinafter referred to as "REACh") as from time to time amended.
- 5.2** 供应商承诺与欧洲化学品管理局合作，以确保各项注册、许可和申请符合 REACh 法规；供应商应持续向我司提供遵守 REACh 法规所需的所有信息和论据。特别地，供应商今后亦应通知我司 REACh 法规附件十四（不时修订）列明的所有化学物质、以及这些化学物质中哪些存在于已经或将要供应的交付物品中。
- 5.2** The Supplier undertakes to cooperate with the European Chemicals Agency and to ensure that every registration, authorisation and application is in accordance with REACh; he shall continuously provide us with all information and arguments required for compliance with REACh. He shall, in particular, notify us also in future about all chemical substances as set forth in Annex XIV of REACh as from time to time amended and which are contained in the Objects of Delivery already supplied or to be supplied in the future.
- 5.3** 供应商保证已为化学品及我司如何使用化学品妥善准备了安全数据表或说明场景，并最迟于交付日提供给我司。
- 5.3** The Supplier shall guarantee that a safety data sheet or exposition scenarios have been duly prepared for chemicals and their use by us and provide us with the same on the date of delivery at the latest.

- 5.4** 供应商应根据欧盟第 1207/2001 号条例或其他有关标准做出供应商声明，并确认交付物品的优惠状态。此种情况下，仅在发票上注明原产国是不够的。供应商可签发长期声明；但如我司有要求，则供应商在任何情况下都应签发声明。
- 5.4** The Supplier shall issue a supplier declaration within the meaning of Regulation (EC) No. 1207/2001 or other pertinent standards and confirm the preferential status of the objects of delivery. Specification of the country of origin on the invoice shall not suffice in this context. The issue of a long-term supplier's declaration shall be admissible; at our request, however, a supplier's declaration must be issued in any event.
- 5.5** 供应商亦应要求分供应商及其使用的任何分包商遵守第 5.1 - 5.4 款规定的要求。供应商负责在其上游供应链范围内传达此等义务。
- 5.5** The Supplier shall oblige his sub-suppliers and any subcontractors deployed to comply with the requirements stipulated in Paras. 5.1 - 5.4. The Supplier shall be responsible for passing on these obligations within his upstream supply chain.
- 6 履约地**
- 6** **Place of Fulfilment**
- 除个别情况另有规定外，履行地应为单独合同中作为采购方的 VOSS 集团下属公司所在地。（参见第 2.8 款）。
- Unless agreed otherwise in individual cases, the place of fulfilment shall be the domicile of the VOSS company which is the purchaser of the respective individual contracts (cf. Para. 2.8).
- 7 交付、交付范围、期限和交付违约**
- 7** **Delivery, scope of delivery, deadlines, default in delivery**
- 7.1** 交付物品应使用适当且贴有所需标签的包装予以妥善交付。我司列明的所有相关包装和装运规定和/或包装和运输规定均须予以遵循。每次交付均须附有我司在下单时要求的、用于指明订单号及其他标签的送货单或包装单。发货单最迟应于发货之日提交至我司。任何因违反上述规定而产生的额外费用应由供应商承担。相关细节由我司包装标准规定；除我司采购条款及各合同外，此等细节亦应具有约束力及适用性，如供应商要求，则应向其提供。
- 7.1.** The objects of delivery shall be duly delivered using proper and adequately labelled packaging. All pertinent packaging and shipment regulations and/or packaging and shipment regulations specified by us must be complied with. Each delivery must be accompanied by a delivery note or packing note specifying the order number and other labelling as requested by us upon placement of the Order. A dispatch note shall be submitted to us on the date of dispatch at the latest. Any additional costs incurred through non-compliance with the aforementioned regulations shall be borne by the Supplier. The details are regulated by our packaging standard; it shall be binding and apply in addition to our Terms and Conditions of Purchase and the respective contract and shall be made available to the Supplier at his request.
- 7.2** 成功运送至交付地前的意外损失、破坏或恶化之风险应由供应商承担。
- 7.2** The Supplier shall bear the risk of accidental loss, destruction or deterioration until successful delivery to the place of delivery.
- 7.3** 供应商自行决定是否购买货物运输险。保费应由供应商承担。
- 7.3** The Supplier shall take out a goods transport insurance at its own discretion. The premiums shall be borne by him.
- 7.4** 约定日期和期限具有约束力。符合交付期限的确定日期为我司收到货物之日；对于服务，则为顺利完成之日；对于产品，则为我司准备产品验收之场所、抑或约定的其他地
- 7.4** Agreed dates and deadlines shall be binding. The definitive date for compliance with the delivery deadline shall be the date of receipt of the goods by us; for services, the successful completion thereof; and for

点。出厂交付已有约定的，供应商应选择可确保满足交付日期的装运日期。

7.5 如果我司未在约定日期或约定期限收到约定数量之产品，则供应商无需任何提醒即构成交付违约。如果导致交付延误的情况不由供应商负责，则上述规定不适用。

7.6 如果供应商承担安装或组装工作，尽管有违规定，其仍应承担所有必要附加成本，如运输费、差旅费、工具提供费和住宿津贴。

7.7 如果供应商预期会在制造、材料供应、满足交付期限或类似情形方面遇到困难，而此等困难将妨碍其准时交付或按约定质量提供服务，则其应立即书面通知我司。但这并不免除供应商因交付违约、不履约或不妥善履约而应承担的责任。

7.8 如果供应商构成交付或履约违约，我司有权要求收取违约金（按已发生延迟的交付计划/（下分）订单报酬计算，每个工作日收取0.3%，最高不得超过5%），以抵消可能发生的损害索赔。我司明确保留对违约做进一步索赔的权利（包括合同撤销权和/或针对利润损失和业务中断的赔偿）。我司有权要求收取违约金，直至最终结账及付款完成。对延期交付或履约的无保留接受并不代表放弃违约金索赔。《德国民法典》第341(3)节应不适用。

7.9 提前或部分交付一般不予接受，除非我司对此明确表示同意。

7.10 我司在按数量、重量和尺寸做进货检查时确定的数值为最终值 — 除非另有其他证据。这并不代表我司有义务进行调查和检查。

7.11 如果交付物品包含编程和/或软件提供，则综

works, the provision of the same in a condition ready for acceptance at our site or, insofar as agreed, at another location. Where a delivery ex works has been agreed, the Supplier shall choose the shipping date such that compliance with the delivery date is ensured.

7.5 The Supplier will be in default in delivery without any reminder being required if the owed quantity is not received by us at the agreed date or within the agreed period. This shall not apply if the delivery is delayed as a result of circumstances for which the Supplier is not responsible.

7.6 If the Supplier has assumed installation or assembly, he shall, notwithstanding deviating provisions, bear all necessary ancillary costs such as transport costs and travel expenses, provision of tools and accommodation allowances.

7.7 In the event the Supplier foresees difficulties with regard to manufacture, material supply, compliance with the delivery deadline or similar circumstances, which prevent him from performing delivery on time or providing services in the agreed quality, he shall notify us forthwith in writing. However, this shall not release him from any liability due to default in delivery, non-performance or improper performance.

7.8. In the event the Supplier is in default in delivery or performance, we shall be entitled to demand a contractual penalty of 0.3 % for every working day – however, up to a maximum of 5 % – of the remuneration for the delayed delivery schedule/(release) order offsetting any damage claims. We shall expressly reserve the right to assert further claims for default (including the right of withdrawal and/or compensation for lost profit and business interruption). We shall be entitled to demand contractual penalty until final settlement of accounts and payment. The unreserved acceptance of a delayed delivery or performance shall not imply a waiver of any claim to contractual penalty. Section 341 (3) German Civil Code [BGB] shall not apply.

7.9 Deliveries in advance or partial deliveries are generally inadmissible unless we have expressly agreed to the same.

7.10 The values determined by us during incoming goods inspection for quantities weights and dimensions shall be decisive – subject to other evidence. This shall not imply an obligation for us to perform investigations and inspections.

7.11 In the event programming and/or provision of software is included in the objects of

合编程、安装和用户信息应构成应交付范围的特定部分。除了法律（德国著作权法 [UrhG]第 69 节及下文）允许范围内的软件使用权外，我们保留按约定性能特点并在按约使用产品所需范围内使用软件的权利。我司无需明确约定即可创建备份副本。

delivery, comprehensive programming, installation and user information shall form a particular part of the owed scope of delivery. In addition to the right of use of the software within the scope permitted by law (Section 69 et seq. German Copyright Act [UrhG]), we shall reserve the right to use the same with the agreed performance features and to the extent necessary for the contractual use of the product. We shall be entitled to create back-up copies without explicit agreement.

8 定价、支付条款、禁止转让和价格变化

8 Pricing, terms of payment, ban on assignment, price changes

8.1 除非另有规定，所有价格均含向我司指定地点支付的工厂交货税（即《2010 国际贸易术语解释通则》所指的 DDP），并含运输、包装及保险费。如有增值税发生，则应另行说明。

8.1 Unless agreed otherwise, all prices are ex works duty paid to a location to be determined by us (DDP Incoterms 2010) and include transport, packaging and any insurance. Any value added tax incurred shall be specified separately.

8.2 供应商提价和/或增加报酬需经我司事先明确同意才能生效。供应商无权单方面提价，即使其分供商及使用的分包商成本上升。

8.2 Any increase in price and/or remuneration of the Supplier shall require our explicit prior consent in order to be effective. Even in the event of cost increases by his sub-suppliers and any subcontractors deployed, the Supplier shall not be entitled to unilateral price increases.

8.3 除非另有约定，在供应和/或接收交付物品并收到发票及完成交付物品的前提下，供应商开具的发票应在从应付日或要求付款日开始计算的 14 天内按 3%折扣支付、抑或在 30 天内照额支付。

8.3 Unless agreed otherwise, payment of the Supplier's invoices shall be made either within 14 days at 3 % discount or within 30 days net from the due date or claim for payment, upon supply and/or acceptance of the objects of delivery and upon receipt of invoice and completion of the Object of Delivery.

8.4 我司将在核实发票后付款。

8.4 Our payments shall be subject to verification of invoice.

8.5 未经我司事先书面同意，供应商无权转让其索款或安排第三方收取此等索款。

8.5 The Supplier shall not be entitled to assign his claims or have these collected by third parties without our prior written consent.

8.6 索款保留或抵销权不得予以主张，除非有法院裁定或所涉索赔不存在争议。

8.6 The assertion of rights of retention or offsetting against claims shall be prohibited unless determined by court or if the claims in question are undisputed.

8.7 交付物品至少应与竞争对手类似产品在质量、价格和技术方面相一致。不符合此要求的，我司有权特别终止合同。

8.7 The objects of delivery shall at least correspond to comparable products of the competitors in respect of quality, price and technology. Non-compliance with this requirement shall entitle us to extraordinary termination of the respective contract.

8.8 供应商有义务对交付物品和/或生产及其他流程做成本节约和/或其他方面的改进和/或根据要求参与相应项目。

8.8 The Supplier shall be obliged to work towards the development of cost-saving and/or other improvements of the objects of delivery and/or production and other processes and/or participate in corresponding programmes upon request.

9 材料缺陷和追索权

9.1 供应商应保证交付物品不存在重大缺陷、特别是符合合同所列性质和质量的重大缺陷，并保证交付物品符合图纸及规格中规定的数值和数据。供应商对交付物品 — 包括其分供应商和所用分包商的材料和部件等 — 承担全部责任。供应商应对所用材料的质量、专业设计和执行以及交付物品的正常运行负责。

9.2 我司会对运入的交付产品进行检查以确定其是否符合订单规定的数量和类型、以及是否存在外部可见的运输损坏或外部可见缺陷。为此，我司将做简单的目视检查。如发现存在缺陷、缺点或损坏，我司将立即通知供应商。类似地，当采用追溯检测时，我司亦会立即通知供应商。我司不负责做任何进一步的检查或通知。

9.3 如我司在开始生产（即对交付物品进行加工或安装）前发现有重大缺陷存在，我司将允许供应商对我司认为不合理的有缺陷交付物品进行整理、改正或更换。如果供应商无法采取此类行动或未能在合理期限内采取此类行动、抑或宽限期并非必需设定的，则我司有权在不另设宽限期的情况下撤销合同，并退还交付物品由供应商承担其中风险、抑或降低采购价和/或报酬。我司提出进一步法律索赔（如赔偿）之权利不受影响。

9.4 我司开始制造后才发现存在缺陷的，则我司有权要求进行性能补充并要求退还此等性能补充所需运输成本及组装和拆卸成本（《德国民法典》第 439 (1)和(3)节所定劳动成本和材料成本）。如果供应商无法采取此类行动或未在合理期限内采取此类行动、抑或宽限期并非必需设定的，则我司有权在另设宽限期的情况下撤销合同、或降低购买价格和/或报酬。我司提出进一步法律索赔（如赔偿）之权利不受影响。出于为供应商考虑，对于我司从客户处收到的有缺陷交付物品，如供应商提出要求，则我司将向其提供此等缺陷物品；若无此要求，则我司无此义务。

9 Material defects and recourse

9.1 The Supplier shall warrant that the objects of delivery are free from material defects, are, in particular, of the contractually agreed nature and quality and comply with the values and data specified in drawings and specifications. The Supplier shall bear full responsibility for the Objects of Delivery including the materials, components etc. of his sub-suppliers and any subcontractors deployed. The Supplier shall be responsible for the quality of the materials used, the professional design and execution as well as the proper functioning of the Objects of Delivery.

9.2. Incoming deliveries shall be inspected by us as to whether they comply with the quantity and the type ordered and whether externally visible transport damage or externally visible defects can be detected. A simple visual inspection shall be performed to this end. We shall notify the Supplier forthwith of any defects, shortcomings or damages detected. In the event of retrospective detection, we shall likewise inform the Supplier without delay. We shall not be responsible for any further inspections or notifications.

9.3 In the event of material defects being detected prior to the start of our production, i.e. the processing or installation of the objects of delivery, we shall give the Supplier the opportunity to sort, rectify or replace the defective objects of delivery insofar as this is not unreasonable for us. In the event the Supplier is unable to take such action or fails to take such action within a reasonable period or if the setting of a grace period is dispensable, we shall have the right to rescind the contract without setting a further grace period and return the Objects of Delivery on account and risk of the Supplier or reduce the purchase price and/or remuneration. Our right to assert further legal claims, e.g. compensation, shall not be affected.

9.4 In the event the defect is detected only after commencement of our manufacture, we shall have the right to demand supplementary performance and reimbursement of the transport costs required for the supplementary performance as well as assembly and disassembly costs (labour costs and material costs) pursuant to Sect. 439 (1) and (3) of the German Civil Code [BGB]. In the event the Supplier is unable to take such action or fails to take such action within a reasonable period of time or if the setting of a grace period is dispensable, we shall have the right to rescind the contract without setting a further grace period or reduce the purchase price

- and/or remuneration. Our right to assert further legal claims, e.g. compensation, shall not be affected. The defective Objects of Delivery shall be made available to the Supplier upon request and on his account insofar as we receive the same by our customers; otherwise we shall not be obliged to do so.
- 9.5** 性能补充地为有缺陷交付物品所在地。 **9.5** The place of supplementary performance shall be the place where the defective Objects of Delivery is located.
- 9.6** 紧急情况下，特别是为避免突发危险或避免重大损失，出于为供应商考虑，我司有权自行或安排第三方去除缺陷。如果同一交付物品在交付时一再查出缺陷，那么在对此后再一次发生的错误交付发出书面警告后，我司亦有权按未履行交付范围取消合同。我司提出进一步法律索赔（如赔偿）之权利不受影响。 **9.6** In urgent cases, in particular to avert acute danger or avoid major damage, we shall be entitled to eliminate the defects ourselves or to have these eliminated by third parties on account of the Supplier. If the same Object of Delivery is repeatedly delivered in a defective condition, then, following a written warning upon another faulty delivery, we shall also be entitled to rescind the contract for the scope of delivery that has not been fulfilled. Our right to assert further legal claims, e.g. compensation, shall not be affected.
- 9.7** 对于缺陷造成的后果性损害，我司亦有权要求获得赔偿，此类损害包括因发生有罪侵权行为而应向客户赔偿的、超出供应和/或提供有缺陷交付物品这一范畴（如解释、咨询和检查相关义务）的后果性损害。 **9.7** We shall also be entitled to demand compensation for consequential damage for defects including the consequential damage to be reimbursed to the customer for any culpable infringement that goes beyond the supply and/or provision of defective objects of delivery (e.g. duties with regard to explanation, consultation and inspection).
- 9.8** 除个别情况下另有约定，此等规定在风险转移后 36 个月内进入已逾时效状态，尽管这仍视重大损害或缺陷之法定宽限期是否延长而定。 **9.8** Subject to extended statutory periods of grace for material damage or defects and unless agreed otherwise in individual cases, these shall become statute-barred within 36 months after transfer of risk.
- 9.9** 对于已在我司缺陷索赔限期内修正的交付物品部件而言，该限期应从供应商完全满足我司要求的补充性能开始计算。 **9.9** For parts of the objects of delivery that have been rectified within the limitation period applicable to our defect claims, the limitation period shall commence anew from the time the Supplier has fully satisfied our claims to supplementary performance.
- 9.10** 供应商方面发生供货缺陷或性能缺陷而导致我司发生的费用 — 特别是运输、差旅、劳工或材料费用或超常规进货检查所产生的其他费用 — 应由供应商承担。 **9.10** In the event we incur costs as a result of defective supplies or the defective performance on the part of the Supplier, in particular transport, travel, labour or material costs or other costs arising from an incoming inspection in excess of the scope of routine inspections, these costs shall be borne by the Supplier.
- 9.11** 如果我司客户要求我司为后续履约所需费用提供补偿，则我司有权要求就由此发生的、与我司客户有关的费用获得补偿，特别是运输、旅行、劳工或材料费用。 **9.11** We shall be entitled to demand compensation for all expenses which we incurred in relation to our customers because the latter have made a claim against us for reimbursement of the expenses required for the purpose of subsequent performance, in particular

<p>9.12 在所有其他方面，法定条款均应适用。</p>	<p>transport, travel, labour or material costs.</p>
<p>10 责任与追索</p>	<p>9.12 In all other respects, the statutory provisions shall apply.</p>
<p>10.1 因产品责任第三方让我司承担责任的，如果损害因供应商提供的交付物品存在缺陷而起，则供应商应就此类索赔对我司进行赔偿。但严格责任情况下，上述规定仅在供应商有罪情况下适用。供应商对损害原因负责的，则由其负责举证。这种情况下，供应商应承担所有成本和费用，包括法律诉讼或召回费用。</p>	<p>10 Liability and recourse</p>
<p>10.2 如果召回和/或服务措施旨在对我司提供的有缺陷交付物品进行修理和交换，则供应商应对此类召回或类似服务措施负责，比如我司与我司客户在参观车间期间交换（可能）有缺陷的（如，汽车）零件以作预防等。此类召回或服务措施相关费用 — 包括开给客户的费用 — 应由供应商承担。</p>	<p>10.1. In the event we are held liable by third parties due to product liability the Supplier shall indemnify us from such claims insofar as the damage was occasioned through a defect of objects of delivery supplied by the Supplier. In cases of strict liability, this shall only apply if the Supplier is culpable, however. If the Supplier is responsible for the cause of damage, the onus of proof lies with him. In this case, the Supplier shall bear all costs and expenses, including costs of legal action or recalls.</p>
<p>10.3 在我司已装有交付物品并收到投诉的产品做风险分析后，如果此类产品的可比较错误模式表明这些产品缺陷与交付物品有关且我司因此面临重大缺陷或产品责任索赔风险，则我司有权出于为供应商考虑而采取预防措施。我司应尽可能在实行该类措施前告知供应商预防措施的原因、类型及范围。预防措施并非针对单个缺陷产品，而是大量产品，尤其涉及召回和改型时。需要时，预防措施亦可涉及整个产品系列。</p>	<p>10.2 The Supplier shall be liable for recall or similar service measures such as exchange of (potentially) defective parts as a precaution, for instance of a vehicle during workshop visits, carried out by us and/or our customers insofar as these recalls and/or service measures serve the purpose of repair or exchange of the defective objects of delivery supplied by us, unless the defect is not attributable to the Supplier.. The costs associated with such recall or service measures – including the costs invoiced to or customer – shall be borne by the Supplier.</p>
<p>10.4 供应商应在合同履行期间或履行合同时通过其员工和其他代理人对我司遭受的所有损害承担责任，除非此等遭遇与供应商无关。供应商应以相同方式对自身疏忽及其分包商或分供商疏忽负责。</p>	<p>10.3 If, following a risk analysis of the products for which we have received a complaint and in which we have installed the Objects of Delivery, there is an indication based on a comparable error pattern in these products that these products are defective due to the Objects of Delivery and if we are facing a risk of material defect or product liability claims because of this, we shall be entitled to carry out precautionary measures on account of the Supplier. To the extent possible, we shall inform the Supplier of the reason, type and scope of the precautionary measures before carrying out such measures. Precautionary measures are measures that do not relate to individual defective products but to a great number of products, in particular recalls and retrofits. If required, the precautionary measures may also concern the entire series.</p>
	<p>10.4 The Supplier shall be liable for any and all damage inflicted on us through his employees and other vicarious agents during the performance of the contract or on the occasion of the performance of the contract, unless they are not responsible for the infliction of damage. The Supplier shall be responsible for the negligence of its subcontractors or its sub-suppliers in the same way as for its own negligence.</p>

<p>10.5 在所有其他方面，法定条款均应适用。</p>	<p>10.5 In all other respects, the statutory provisions shall apply.</p>
<p>11 所有权瑕疵</p>	<p>11 Defects of title</p>
<p>11.1 供应商应保证交付物品不存在所有权瑕疵。对于因侵犯为按约使用交付物品而进行的产权登记及第三方版权（以下统称“产权”）而发生的索赔，供应商应承担全部责任。</p>	<p>11.1 The Supplier shall guarantee that the objects of delivery are free from defects of title. The Supplier shall be fully liable for all claims arising from the infringement of property right registrations and third-party copyrights (hereinafter collectively referred to as “Property Rights”) for the contractual use of the Objects of Delivery.</p>
<p>11.2 如果我司提交的交付物品及根据合约规范使用该等物品对所有权构成侵犯导致第三方对我司提出正当索赔的，供应商应 — 在我司酌情决定的合理时段内 — 由供应商自费 — 为我司取得按约使用权利、或为我司客户取得修改交付物品使其不再侵权之权利。如果以上两个选项均无法奏效或我司或我司客户认为此等选项不合理或供应商拒绝此等选项，则我司有权撤销本合同或减少报酬 — 尽管会有支出赔偿或损害赔偿的诉求提出。</p>	<p>11.2 In the event a third party asserts legitimate claims against us due to infringement of proprietary rights by objects of delivery delivered by us and used pursuant to contractual specifications the Supplier shall - at our discretion within a reasonable period of time and at his expense - either acquire a right of contractual use by us or our customers of modify the objects of delivery such that the proprietary right is no longer infringed. Should both options fail or be deemed unreasonable by us or our customers or be rejected by the Supplier, we shall be entitled to rescind the contract or reduce the remuneration – notwithstanding any claims for expenditure compensation or damage.</p>
<p>11.3 此外，对于因交付物品按约使用而产生的第三方产权的所有索赔，供应商应全额赔偿我司和我司客户，并赔偿因第三方产权索赔而产生的所有后果性损害，如生产损失、使用损失或利润损失，除非供应商不对侵犯第三方产权负责。</p>	<p>11.3 Furthermore, the Supplier shall fully indemnify us and our customers against all claims of third party property rights arising from the contractual use of the objects of delivery and reimburse us and our customers for all consequential damages arising from third party claims property rights such as loss of production and loss of use or lost profit, unless the Supplier is not responsible for the infringement of the third party property right.</p>
<p>11.4 所有权瑕疵诉讼时效为风险转移后的 10 年。</p>	<p>11.4. With regard to defects of title, the statute of limitation shall be 10 years after transfer of risk.</p>
<p>12 保险范围</p>	<p>12 Insurance cover</p>
<p>12.1 供应商应购买公共责任和产品责任险，保险具有适当责任限额，最低总额为 5 百万欧元，保险对象为人身伤害、材料损害以及在个别投保情况下的财产损害。保险同样涉及国外发生的损害事件。上述责任保险须包括以下最低标准的“扩展产品责任”：</p>	<p>12.1 The Supplier shall take out a public liability and product liability insurance with an appropriate limit of liability with a minimum lump sum of EUR 5 million for personal injury and material damage as well as damage to property for the individual insured case. The insurance shall likewise relate to damage events occurring abroad. Said liability insurance must include the “extended product liability” with the following minimum standards:</p>
<p>12.1.1 扩展产品责任险条款应符合德国保险协会 (Gesamtverband der Deutschen Versicherungswirtschaft e.V. (GDV)) 于</p>	<p>12.1.1 The terms and conditions of the extended product liability insurance shall comply with the special conditions and risk</p>

2015 年 1 月颁发的工商业产品责任保险（产品责任保险模式）之特别条款和风险特征。如供应商有要求，这些条件应向其提供。

characterisations for the product liability insurance for industrial and commercial establishments (product liability model) as of January 2015 of the German Insurance Association (Gesamtverband der Deutschen Versicherungswirtschaft e.V. (GDV)). These conditions shall be provided to the Supplier on request.

12.1.2	保险范围至少应包括根据我司采购条款第 9.8 款和第 11.4 款规定的保修期及我司与在德合法经营的保险公司间的供应关系期。	12.1.2	The insurance cover shall be provided at least for the duration according to Paras. 9.8 and 11.4 of the warranty period set forth in our Terms and Conditions of Purchase as well as for the duration of our supply relationships with an insurer admitted in Germany.
12.2	供应商应购买车辆召回活动成本责任险，保险具有针对财产损害的适当责任限额，但保额不得低于 5 百万欧元。	12.2	The Supplier shall take out a vehicle recall campaign cost liability insurance with an appropriate limit of liability for damages to property, however, with a minimum cover sum in the amount of EUR 5 million.
12.2.1	车辆召回活动成本责任险条款应符合德国保险协会（Gesamtverband der Deutschen Versicherungswirtschaft e.V.（GDV））于 2008 年 8 月颁发的汽车零部件供应商召回成本责任险（KFZ-RRKV）之特别条款和风险特征。如供应商有要求，这些条件应向其提供。	12.2.1	The terms and conditions of the vehicle recall campaign cost liability insurance shall comply with the special conditions and risk characterisations for recall costs liability insurance for motor vehicle parts suppliers (KFZ-RRKV) as of August 2008 of the German Insurance Association (Gesamtverbandes der Deutschen Versicherungswirtschaft e.V. (GDV)). These conditions shall be provided to the Supplier on request.
12.2.2	第 12.1.2 款应根据实际情况作适当变动后适用。	12.2.2	Para. 12.1.2 shall apply mutatis mutandis.
12.3	供应商也应根据以下规定遵守上述保险：	12.3	The Supplier shall additionally comply with the aforementioned insurance cover pursuant to the following provisions:
12.3.1	未经我司事先书面同意，供应商不得终止保险且不得减少保额。	12.3.1	The Supplier may neither terminate the insurances nor reduce the insurance sums without our prior written consent.
12.3.2	供应商应按我司要求提供所需保险的保额证明。	12.3.2	The Supplier shall provide proof of the insurance cover of the required insurances at our request.
12.3.3	第 12 款之规定不影响我司现有或产生的索赔。	12.3.3	The provisions of this Para. 12 shall not affect any existing or arising claims by us.
13	在我司场所施工	13	Execution of works on our premises
13.1	在 VOSS 集团场所为供应商提供服务的人员应符合工程法规、职业安全和事故预防法规及适用于该场所的其他产权法规之规定。供应商须向这些人员提供必要的个人防护装备，并确保此类装备得到使用。供应商只能安排合格人员进行需要特别能力的工作（如运输、操作机器等）。	13.1	Persons who render services for the Supplier on the premises of the VOSS Group shall comply with the provisions of the works regulations as well as occupational safety and accident prevention regulations and other property right regulations applicable to such premises. The Supplier must provide the persons with the necessary personal protective equipment and ensure the use thereof. The Supplier shall only deploy

qualified personnel for works requiring special ability (e.g. transport, machine operation).

13.2 在 VOSS 场所发生的涉及此等人员的事故责任应予以排除，除非事故因 VOSS 法定代表和/或代理人存在故意或重大玩忽职守而发生。

13.2 Liability for accidents on the premises in which these persons are involved shall be excluded, unless they were caused by an intentional or grossly negligent breach of duty by the legal representatives and/or vicarious agents of VOSS.

14 所有权保留、提供物、工具

14 Reservation of Title, Provision, Tools

14.1 在全部付款后，所有权应转至各交付物品。供应商不应对所有权做超常保留。

14.1 The title shall be transferred to the respective Object of Delivery upon full payment. A reservation of title on the part of the Supplier that extends beyond the usual reservation of title shall be contradicted.

14.2 我司提供的物质、零件容器和特殊包装仍为我司财产（以下简称为“提供物”）。提供物只能按其预期用途使用。如果我司提供的物品被加工、组合或混合，则我司依照法规享有新产品的共同所有权，同时供应商应免费为我司储存新产品。为此，供应商是为我司加工提供物；根据《德国民法典》第 950 节我司应作为制造商。此等提供物应与其他货物分开存放，并始终确认为我司财产。供应商应根据提供物的重置价值自费为提供物充分投保以防范火灾、水灾、暴风雨、冰雹、洪水、盗窃等风险。充分保险须按要求随时以书面形式提供给我司 — 特别是通过保险公司的书面确认。

14.2 Substances, parts containers and special packaging provided by us shall remain our property (hereinafter referred to as "Provisions"). Such shall only be used as intended. In the event the objects provided by us are processed, combined or mixed, we shall have joint title to the new products pursuant to the statutory provisions which the Supplier stores for us free of charge. In this respect, the Supplier processes the provisions for us; we shall be the manufacturer pursuant to Section 950 German Civil Code [BGB]. The provisions shall be stored separately from other goods and identified as our property at all times. The Supplier shall adequately insure the provisions against fire and water damage, storm, hail, flood and theft at their replacement value at its own expense. The adequate insurance cover must be provided to us in writing upon request at any time – especially through written confirmation of the insurer.

14.3 我司保留对我司提供的或全额支付的工具的所有权。对于我司仅部分支付购买或生产成本的工具，我司拥有相应的共同所有权。供应商所属工具的移交应予更换，以使供应商授予我司间接所有权；此外，供应商应尽审慎商人之尽职责任免费存储这些工具。

14.3 We shall reserve title to tools provided or fully paid by us. For tools for which we have paid the procurement or production costs only in parts, we shall have the corresponding co-ownership. The hand-over of tools belonging to the Supplier shall be replaced such that the Supplier grants us indirect possession; furthermore, he shall store the tools with the due diligence of a prudent businessman free of charge.

14.4 供应商应将我司提供的或部分付款的工具确认为我司（共同）所有权，且专门使用这些工具来生产我司订购的交付物品。供应商应根据提供物的重置价值自费为提供物充分投保以防范火灾、水灾、暴风雨、冰雹、洪水、盗窃等风险。充分保险须按要求随时以书面形式提供给我司 — 特别是通过保险公司的书面确认。供应商应及时适当地开展必要的维护和检查工作，费用自付。如有故障发生，供应商应通知我司。

14.4 The Supplier shall identify the tools provided or at least paid by us in parts as our (co-) ownership and exclusively deploy such for the production of the Objects of Delivery ordered by us. The Supplier shall adequately insure the tools against fire and water damage, storm, hail, flood and theft at their replacement value at its own expense. The adequate insurance cover must be provided to us in writing upon request at any time – especially through written

- confirmation of the insurer. The Supplier shall implement necessary maintenance and inspection works at his own expense in a duly and timely manner. The Supplier shall notify us of any failure.
- 14.5** 供应商应按要求随时向我司退还由我司提供和/或全额付款的工具。 **14.5** The Supplier shall fully surrender to us the tools provided and/or fully paid by us at any time on request.
- 14.6** 一经要求，供应商应基于按比例支付的剩余价值向我司退还或转交我司部分付款的工具。支付总额等于要求时的工具剩余价值减去我司之前已取得所有权的份额。 **14.6** On request, the Supplier shall surrender or transfer the tools paid by us only in parts against pro rata payment of the residual value. The amount of the payment sum shall be calculated according to the amount of the residual value of the tool at the time of the claim by deducting the share of which we have previously obtained ownership.
- 14.7** 相关细节由我司工具租赁协议规定；除我司采购条款及各合同外，此等细节亦应具有约束力及适用性，如供应商要求，则应向其提供。 **14.7.** The details are regulated by our tool leasing agreement; it shall be binding and apply in addition to our Terms and Conditions of Purchase and the respective contract and shall be made available to the Supplier at his request.
- 15 备件和终身支持** **15 Spare parts and Lifetime Support**
- 15.1** 在交付物品备件最后一批交付完成后的 15 年内，供应商应根据相应条件向我司供应此类备件。 **15.1** For a period of 15 years after completion of the last delivery of the spare parts of the Objects of Delivery, the Supplier shall supply to us such spare parts in line with appropriate conditions.
- 15.2** 如果供应商在第 15.1 款规定的期限届满前停止生产备件，其应主动向我司提供所有必要文件和信息及并授权我司自产或由第三方生产相应备件。供应商应承担因其提早停止备件交付而产生的任何费用。 **15.2** In the event the Supplier ceases production of spare parts prior to expiry of the period set forth in Para. 15.1., he shall provide us with all necessary documents and information unsolicited and grant rights enabling own production or production of the corresponding spare parts by third parties. The Supplier shall bear any costs arising from premature cessation of its spare parts delivery.
- 15.3** 供应商在第 15.1 款规定的期限届满后停止生产和交付交付物品的，应允许我司在适当条件下发出最后订单。 **15.3** In the event the Supplier ceases production and delivery of the objects of delivery or its spare parts after expiry of the period set forth in Para. 15.1., we shall be granted the opportunity to last order at appropriate conditions.
- 15.4** 如果我司在特定项目期间根据合同委派供应商，则第 15.1 款规定的期限应从项目生产结束日开始计算。 **15.4** In the event we commission the Supplier for the duration of a specific project based on the contract, the period set forth in Para. 15.1 shall only commence at the End of Production date of the respective project.
- 16 保密和放弃** **16 Confidentiality and Surrender**
- 16.1** 无论秘密和/或保密信息的呈现或保存性质抑或鉴定性质如何，对于属于或关于我司或 VOSS 集团旗下公司的信息、且此类信息有正当理由不予披露的（以下统称为“信息”），则 **16.1** Irrespective of the nature of its embodiment or storage and irrespective of its identification as secret and/or confidential information, the Supplier shall not disclose to third parties any business and company

供应商不得将其了解的任何业务和公司秘密或其他商业或技术信息披露给第三方，除非信息已知或公开；信息只可向部署在供应商场所的、必须使用信息以实现按约合作的人员，同样这些人员也负有保密义务。

secrets, or other commercial or technical information to which he becomes privy, which belong to us or a company of VOSS Group or relate to us or said company of VOSS Group and where there is a justified interest in non-disclosure (hereinafter jointly referred to as "Information"), insofar as and to the extent it has been publicly known or made accessible; they may only be disclosed to persons deployed in the premises of the Supplier who must use such information as part of the contractual cooperation and are likewise obliged to maintain secrecy.

16.2 书面信息、相关文件、零件、样品和模型为且应仍为我司和/或 VOSS 集团旗下公司的独有财产。我司将保留所有权、版权、财产所有权及申请专利和/或实用新型专利的权利。供应商只能出于合同之目的使用信息。

16.2 Written information as well as the pertaining documents, parts, samples and models are and shall remain our exclusive property and/or that of the respective company of VOSS Group. We shall reserve all titles in ownership, copyrights and property rights as well as the right to file applications for patents and/or utility models. The Supplier shall only use this information for the purpose of the respective contract.

16.3 一经要求，所有信息连同制作或销毁的副本或摘录须立即全部返还给我司；并应就此以书面形式通知我司。电子存储信息应以不能恢复的方式删除。

16.3 On request, all information must be fully returned forthwith to us together with the copies or extracts made or destroyed; we shall be notified of this in writing. Electronically stored information shall be deleted such that they cannot be restored.

16.4 对于披露给供应商或进入公共领域的信息的完整性、及时性、正确性或可用性，我司不承担保证、责任或保障。

16.4 We shall assume no warranty, liability or guarantee for completeness, timeliness, accuracy or usability of information disclosed to the Supplier or which has come into the public domain.

16.5 在和我司或另一 VOSS 公司以外的业务关系中，供应商无权使用或向第三方提供或供应根据我司文件、图纸、样品、模型及类似设计或根据我司信息、使用我司工具和/或我司使用其他资金至少部分购买的工具抑或仿造工具和/或生产资料而制成的交付物品。

16.5 Outside the business relationship with us or another VOSS company, the Supplier shall not be entitled to use or offer or supply to third parties Objects of delivery which have been manufactures according to the documents, drawings, samples, models and the like designed by us or according to our information with our tools and/or with tools at least partially paid by us using other funds or reproduced tools and/or means of production.

16.6 相关细节按照我司保密协议规定；除我司采购条款及各合同外，此等细节亦应具有约束力及适用性，如供应商要求，则应向其提供。

16.6 The details are regulated by our non-disclosure agreement: it shall be binding and apply in addition to our Terms and Conditions of Purchase and the respective contract and shall be made available to the Supplier at his request.

17 出口管制

17 Export control

17.1. 供应商应遵守所有适用的本国、欧洲和美国出口管制条例，包括所有欧洲、美国制裁清单和针对特定个人的其他禁运（以下统称“出口管制条例”）。

17.1 The Supplier shall comply with all applicable national, European and US export control regulations including all European or US sanction lists and other embargoes against particular individuals (jointly referred to as "Export Control

- Regulations”).
- 17.2** 如果供应货物或其部件被列入出口目录、附件一、四或商品管制清单（CCL），供应商应主动通知我司并提供具体的 AL 或 ECCN 号。
- 17.2.1** 具体而言，供应商应告知我司：
- （对于美国货物而言）基于出口管理条例（EAR）的 ECCN（出口管制分类编号），
 - 基于贸易政策的供应商货物原产地（根据海关编码）及货物内容，包括技术和软件
 - 货物是否经美国运输、在美国生产或存储或是否使用美国技术生产；
 - 货物的统计商品编码（HS 编码）及
 - 能够回复技术细节相关询问及出口管制相关问题的供应商联系人。
- 17.2.2** 一旦我司提出要求，供应商应书面通知我司关于其货物和部件的所有进一步外部贸易数据，并（在交付上述货物前）立即书面告知我司对上述数据所做修改。
- 17.3** 关于合同签订后供应商了解的、且有理由被认为会对出口管制条例构成潜在或实际违反的情况，供应商应立即书面通知我司。
- 17.4** 一旦出现有理由被认为会对出口管制条例构成潜在或实际违反的情况，为让我司能有时间进行验证，我司发生的任何接收延迟情况应予免责。
- 17.5** 如确已实际违反出口管制条例或此类情况无法避免，我司有权自行决定撤出合同、或要求取消有理由被认为会构成违反的部分交付物。对于供应商一方未充分或未履行本款及其子款所规定的义务而发生的损害赔偿，供应商承诺补偿我司。对于损害赔偿的补偿还包括补偿我司所发生的一切必要合理费用，特别是任何法律辩护成本和费用及当局施加的任何罚款。
- 17.2** The supplier shall notify us unsolicited in the event that the goods to be supplied or their components are listed in the export list, the Annexes I and IV or the CCL, providing the specific AL or ECCN number.
- 17.2.1** In detail, he shall inform us:
- for US goods of the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR),
 - the trade-policy origin of his goods (pursuant to the Customs Code) and their contents, including technology and software,
 - whether the goods are to be transported through the U.S., produced or stored in the U.S. or have been produced by means of U.S. technology;
 - the statistical goods number (HS code) of the goods and
 - a contact person in his company to answer any inquiries regarding technical details and questions regarding export control.
- 17.2.2** On our request, the Supplier shall notify us in writing of any further external trade data pertaining to his goods and their components and inform us immediately (before the delivery of the aforementioned goods) about any amendments to the aforementioned data in writing.
- 17.3** The Supplier shall give immediate written notification to us concerning any circumstances which become known to him after conclusion of the contract which give reasons to assume a possible or actual infringement of export control regulations.
- 17.4** In any event in which circumstances become known which give reasons to assume a possible or actual infringement of export control regulations, any delay inacceptance by us for a reasonable period of time, in order to give us the opportunity for verification, shall be excluded.
- 17.5.** In the event actual infringements of export control regulations are established or if it is impossible to exclude such, we shall be entitled, at our discretion, to withdraw from the contract or demand cancellation of those partial deliveries that give reasons to assume an infringement. The Supplier undertakes to indemnify us against any damages incurred due to the deficiency or failure on the part of the Supplier to fulfil his obligation under this paragraph and subparagraphs. The scope of the damages to be indemnified shall also include reimbursement of all necessary and

<p>17.6 供应商承诺让海关检查所有提交的原产地文件证明和供应商声明，并提供所需信息，以及（如有必要）提供官方确认（信息表）。交付产自欧盟的货物应根据相关欧盟条例（于2001年6月11日生效的现行1207/2001号指令）提交供应商作为证明。交付优惠原产地的货物时，应在发票上附上EUR.1移运证书或原产地证明。如发现供应商声明或优惠原产地证明为虚假，则供应商承诺对我司因此遭受的任何损害赔偿予以补偿。</p>	<p>17.6 The supplier undertakes to enable the customs administration to examine any submitted documentary evidence of origin and suppliers' declarations as well as to provide the required information and, if necessary, to furnish any official confirmation (information sheets). When delivering goods originating in the EC, proof shall be provided by sending the supplier's declaration as defined by the pertinent EC Regulation (currently 1207/2001 of 11 June 2001). When delivering goods of preferential origin, a EUR.1 movement certificate or the declaration of origin shall be attached to the invoice. Should the Supplier's declaration or a proof of preference be found to be false, the supplier undertakes to reimburse us for any damages resulting therefrom.</p>
<p>18 反贿赂、反腐败规定</p>	<p>18 Anti-bribery and corruption stipulations</p>
<p>18.1 供应商应遵守反贿赂、反腐败相关所有适用法律、规则、条文和法规以及我司不时修订的行为准则。</p>	<p>18.1 The Supplier shall comply with all applicable laws, rules, provisions and regulations with regard to combating bribery and corruption as well as with our Code of Conduct as from time to time amended.</p>
<p>18.2 供应商应确保由其指定提供或制造交付物品的所有自然人或法律实体、尤其是其他供应商和分供应商，遵守第18.1款赋予供应商的义务（以下简称“相关规定”）。供应商应对该类人员遵守和履行相关规定负责，并就其违反相关规定的行为向我司负直接责任。</p>	<p>18.2 The Supplier shall ensure that all natural persons or legal entities assigned by him with the provision or manufacture of the objects of delivery, in particular suppliers and sub-suppliers, also comply with the obligation imposed on the Supplier under Para. 18.1 (hereinafter referred to as "pertinent provisions"). The Supplier shall be responsible for compliance and fulfilment of the Pertinent Provisions by such persons and shall be directly liable vis-à-vis us for the infringement of the Pertinent Provisions by such persons.</p>
<p>19 根据德国最低工资法支付法定最低工资 [Mindestlohngesetz]</p>	<p>19 Payment of the statutory minimum wage according to the German Minimum Wage Act [Mindestlohngesetz]</p>
<p>19.1. 供应商应自己履行合同规定之义务，除非我司明确书面同意指定其他供应商和分供应商。</p>	<p>19.1. The Supplier shall fulfil the obligations under the respective contract himself unless we have given our explicit written consent to the assignment of suppliers and sub-suppliers.</p>
<p>19.2 对于供应商自身员工及其指定的其他供应商和分供应商/人员供应者，供应商应至少向我司保证会支付法定最低工资，并遵守法定/合同文件要求和保留期限。相应地，供应商应让其供应商和分供应商/人员提供者承担此等责任。</p>	<p>19.2 The Supplier shall at least assure us of payment of the statutory minimum wage, compliance with the statutory/contractual documentation requirements and retention periods both for own employees and for the employees of the suppliers and sub-suppliers/personnel providers assigned by</p>

- him. The Supplier shall commit his suppliers and sub-suppliers/personnel providers accordingly.
- 19.3.** 承包商应按要求向我司提供其供应商和分供应商/人员提供者履行义务之证明和符合法定最低要求之证明。如果供应商在收到要求后的3周内未能提供此类证据，或供应商未能履行其支付最低工资的义务，或有迹象表明供应商或其供应商和分供应商/人员提供者未支付最低工资，则我司有权在无事先通知的情况下终止与供应商的合同。
- 19.3** Upon request, the Contractor shall provide us with evidence of the obligation of his suppliers and sub-suppliers/personnel providers and of compliance with the statutory minimum requirements. In the event the Supplier fails to provide this evidence within 3 weeks following the request or should the Supplier fail to meet his obligation to pay the minimum wage or should there be indications that the Supplier or his suppliers and sub-suppliers/personnel providers do not pay the minimum wage, we shall be entitled to terminate the respective contract with the Supplier without notice.
- 19.4.** 对于供应商、其供应商和分供应商/人员提供者因向供应商员工支付最低工资这一问题而收到的索赔，我司不承担责任。供应商应免除我司因供应商一方或其供应商和分供应商/人员供应商违反法定最低工资而让我司遭受的任何第三方索赔和责任。我司有权要求供应商定期提供结关证明。该证明应从有权税务机关获得，并在我司首次要求时提交给我司。
- 19.4** We shall not be liable for claims against the Supplier and/or his suppliers and sub-suppliers/personnel providers for the payment of the statutory minimum wage to his employees. The Supplier shall release us from any and all third-party claims and liabilities to third parties which we may incur due to an infringement of the statutory minimum wage on the part of the Supplier or his suppliers and sub-suppliers/personnel providers. We shall be entitled to regularly request a clearance certificate from the Supplier. This certificate shall be obtained from the competent tax authorities and presented to us upon first request.
- 19.5** 供应商应负责在其上游供应链范围内传达此等义务。
- 19.5** The Supplier shall be responsible for passing on these obligations within his upstream supply chain.
- 20 合同期限**
- 20** **Term of contract**
- 20.1** 合同有效期为合同规定的期限。
- 20.1** The contracts shall be valid for the period stipulated in the respective contract.
- 20.2** 如果我司在特定项目期间根据合同委派供应商，则合同应适用于本项目期间。项目完成前，供应商如无特别原因不得终止。合同各方有权无事先通知的情况下特别终止合同。特别终止的正当理由为：
- 20.2** In the event we assign the Supplier based on a contract for the duration of a specific project, the respective contract shall apply for the duration of this project. Ordinary termination by the Supplier prior to completion of the respective project shall be precluded. Either contracting party shall be entitled to extraordinary termination of a contract without notice. A good cause for extraordinary termination shall be said to exist:
- 20.2.1** 供应商持续或反复延迟交货；
- 20.2.1** if the Supplier is in sustained or repeated delay of delivery;
- 20.2.2** 供应商无法满足我司对交付物品的需求；
- 20.2.2** if the Supplier is unable to meet our demand for objects of delivery;
- 20.2.3** 供应商反复或持续交付不符合合同或有缺陷的交付物品；
- 20.2.3** if the Supplier repeatedly or persistently delivers Objects of Delivery that are not in conformity with the contract or defective;

<p>20.2.4 供应商违反与我司签订的不披露协议；</p>	<p>20.2.4 if the Supplier infringes the non-disclosure agreement concluded with us;</p>
<p>20.2.5 供应商或其指定的供应商或分供应商不向其雇员支付法定最低工资；</p>	<p>20.2.5 if the Supplier or a supplier or sub-supplier assigned by him does not pay the statutory minimum wage to his employees;</p>
<p>20.2.6 供应商股东结构发生变化，除非这不影响我司合法权益；</p>	<p>20.2.6 if the shareholder structure of the Supplier changes, unless this cannot affect our legitimate interests;</p>
<p>20.2.7 不可抗力事件持续超过一个月；</p>	<p>20.2.7 if an event of force majeure lasts longer than one month;</p>
<p>20.2.8 供应商无力偿债，已申请对其资产启动破产程序，此类诉讼已启动或因缺乏资产而被拒绝或在供应商司法管辖地发生类似事件；</p>	<p>20.2.8 if the Supplier is insolvent, an application has been filed for the initiation of insolvency proceedings on the assets of the Supplier, such proceedings have been opened or rejected for lack of assets or a similar event occurs in the jurisdiction of the Supplier's domicile;</p>
<p>20.2.9 供应商财务状况或其提供的担保价值在合同签订后发生重大恶化、或在合同签订后才发现这种情况，严重影响到对我司义务的履行 — 即使相关担保得到清算后；或</p>	<p>20.2.9 if a significant deterioration of the Supplier's financial situation or the value of a security lodged by the Supplier occurs following conclusion of the contract or only becomes recognisable following conclusion of the contract and threatens the fulfilment of a liability towards us – even after liquidating a security existing for this purpose: or</p>
<p>20.2.10 客户取消指定我司从事需使用供应商交付物品之项目。</p>	<p>20.2.10 the customer cancels our assignment for the project for which we use objects of delivery if the Supplier.</p>
<p>21 管辖地和适用法律</p>	<p>21 Place of jurisdiction and applicable law</p>
<p>21.1 对于根据此等条款直接或间接发生的所有合同 — 包括非合同 — 争议和索赔，其唯一司法管辖地为科隆。亦有权选择在对供应商主要营业地点或分支享有司法管辖权的法院、或对履约地享有权力的法院对供应商提出起诉。</p>	<p>21.1 The exclusive place of jurisdiction for all - including non-contractual - disputes and claims arising from this contractual relationship directly or indirectly based on these provisions shall be Cologne. We are further entitled to bring action against the supplier at our option either at the court having jurisdiction over the supplier's principal place of business or branch or at the court having competence over the place of fulfilment.</p>
<p>21.2 如果供应商主要营业地点不在德意志联邦共和国，则我司有权要求因和供应商业务关系而产生的所有索赔争议和分歧按照苏黎世商会仲裁规则由一名或者三名仲裁员进行裁决。仲裁法庭位于瑞士苏黎世。仲裁采用英语。仲裁裁决具有约束力。</p>	<p>21.2 If the supplier's principal place is outside of the Federal Republic of Germany, we are further entitled to let all claims disputes and disagreements resulting from business relationships with the supplier get decided based on the rules of arbitration by the Zurich chamber of commerce by one or three arbitrators excluding ordinary course of jurisdiction by one or three arbitrators excluding ordinary course of law. The court of arbitration is located in Zurich/Switzerland. The arbitration is in English. The arbitral award is binding.</p>

- 21.3** 如果供应商的注册地在欧盟成员国内，合同关系仅受德国法律约束，而非《联合国国际货物销售合同公约》（CISG）；如果供应商的注册地不在欧盟成员国内，合同关系受参与方的注册地的当地法律约束，而非《联合国国际货物销售合同公约》（CISG）
- 21.3** Contractual relationships to suppliers having their principal place in an EU member state shall be subject exclusively to German law ousting the United Nations Convention on the International Sale of Goods (CISG). Contractual relationships to suppliers having their principal place outside the EU shall be subject to each participating principal place's local law ousting the United Nations Convention on the International Sale of Goods (CISG).
- 21.4** 如果供应商的注册地在德国现有采购条款之德语版具法律约束力，而注册地在德国以外的供应商，现有采购条款的英文版具有法律约束力。
- 21.4** The legally binding version of the present Terms and Conditions of Purchase for suppliers having their principal place in the Federal Republic of Germany shall be the German version. The legally binding version of the present Terms and Conditions of Purchase for suppliers having their principal place outside the Federal Republic of Germany shall be the English version.
- 21.5** 采购条款适用于 VOSS 与供应商之间的合同关系。
- 21.5** This Terms of Purchase apply to the contractual relationship between VOSS and the Supplier.