

General Conditions of Purchase

通用采购条件

I. Conclusion of Contract/Legal Form Requirements

1. Any legal relationship between the supplier and us is subject to the following terms and conditions. Terms and Conditions stipulated by the supplier as well as deviating agreements will be applicable only if confirmed in written form. Neither the fact that we do not expressly object to an agreement nor our acceptance or payment of goods or services shall be construed as an acknowledgement.

2. The sales contract and all modifications, side agreements, declarations regarding the termination of the sales contract and all other statements or notices require text form as defined in section 126 b German Civil Code (BGB), unless otherwise stipulated in said conditions or these General Conditions of Purchase. If the supplier fails to accept the order within two (2) weeks of receipt, we shall have the right to withdraw the order at any time.

II. Scope of Deliveries/Changes in Scope of Deliveries/Spare Parts

1. The supplier shall ensure that it will, in good time, have obtained all information relevant for our intended use of his deliveries and about any data and circumstances to the extent such information is relevant for the fulfillment of the supplier's contractual obligations. The supplier guarantees that its deliveries include all performances required for their correct, safe and economic use; that they are suited for the intended use and comply with the latest state of the art. When carrying out its performance(s), the supplier will observe all relevant standards, laws and legal regulations, in particular those concerning hazardous materials and dangerous goods, the protection of the environment and the prevention of accidents as well as with our own company standards. The supplier will also act in compliance with generally acknowledged safety and industrial medicine specifications. The supplier shall notify us of any governmental permits or notification requirements that may be required for the import and the use of the delivered items.

2. We are entitled to request from the supplier modifications in the design and construction of the supplied articles, so long as supplier can be reasonably expected to meet such requests. The supplier shall implement such modifications

I. 合同订立/法定形式要件

1. 供应商和我方之间的任何法律关系均应遵守以下条款及条件。供应商的条件及其他协议均仅在经书面确认后方可适用。我方未明示拒绝，或对货物或服务接受或付款，均不构成对该等条件和协议的确认。

2. 销售合同及其所有修改、附属协议、该等销售合同的终止声明和所有其它说明或通知均应以按德国《民法典》(BGB)第126b款中定义的文本形式做出,除非在该等规定的条件或本《通用采购条件》中另有其他规定。如果供应商未能在收到后两(2)周内接受订单,我方有权在任何时候撤回该订单。

II. 交货范围/交货范围的变更/备件

1. 供应商应确保其适时获取了有关我方对货品预定用途的所有信息,以及与供应商履行其合同义务相关的任何数据和情况。供应商保证:其货品包含了为正确、安全和经济地使用它们所需的所有性能;它们适合于预定的用途并符合最新的工艺技术水平。在履行其义务时,供应商将遵守所有相关标准、法律和法规,尤其是有关危险物质和危险品、环境保护和事故预防方面的标准、法律和法规,以及我方的企业标准。供应商亦将遵守被普遍认可的安全和工业医学规范。供应商应将进口和使用货品所可能要求的任何政府许可或申报要求通知我方。

2. 我方有权要求供应商对所供应货品的设计和构造进行更改,只要基于合理的期待供应商能够满足该等要求。供应商应在合理期限内执行该更改。双方应就该等更改可能引起的结果协商一致,尤其是对交货日期以及增加或减少的成本。如果在合理时间内未能就上一句所述事项达成协议,我方将在合理的范围内自行做出决定。

within a reasonable period of time. Mutually satisfactory agreements shall be concluded concerning the consequences of such modifications, in particular with regard to delivery dates, extra and reduced costs. We will determine such consequences within our reasonable discretion if agreement regarding the matters outlined in the previous sentence cannot be reached within a reasonable period of time.

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

III. Prices/Payment Terms

1. The agreed prices are firm prices. Unless otherwise agreed, payment will be made within 30 days with a 3% discount, within 60 days with a 2% discount or within 90 days net. These periods are computed from (i) the time of performance in compliance with the contract and (ii) receipt of a proper and verifiable invoice. If we receive and accept a delivery at an earlier date than the date agreed upon, the payment period begins with the agreed delivery date. We are entitled to choose the method of payment in our discretion (e. g. check or bill of exchange). Invoices are to be submitted without carbon copies but shall include purchase order number, purchase order item, our account and customer reference, place of unloading, supplier number, part number, number of pieces, price per piece, and volume per delivery. The supplier agrees to participate to a credit memo procedure upon our request.

2. The supplier is not entitled to assign a claim against us to a third party or to have such claim collected by a third party. The provisions of § 354a of the German Commercial Code (Handelsgesetzbuch) shall not be affected by the foregoing sentence.

IV. Delivery Terms

1. All deliveries are DAP (most recent Incoterms) to a location determined by us and, unless determined otherwise, shall include packaging and conservation. Our relevant delivery and transport provisions in their most recent version shall apply. Our company and the consignee determined by our company shall be advised about a shipment on the day of its dispatch. Each shipment shall include a delivery note in duplicate listing our order number, item number and supplier number. If a shipment is agreed to

3. 供应商保证在供应关系终止后的十年内，其能够根据合理的条款和条件继续向我方提供其已供应的货物或其配件作为备件。

III. 价格/支付条款

1. 协议的价格为固定价格。除非另有约定，在30日内进行支付可享受3%的折扣，在60日内支付可享受2%的折扣，在90日内支付应支付实价。上述期限自(i)合同规定的履行日期及(ii)收到适当的并可验证的发票时起算。如果我方在一个比约定的日期更早的日期收到并接受交货，则支付期限应仍自约定的交货日期起算。我方有权自行选择支付方式（如支票或汇票）。提交发票时无需提交副本复印件，但发票上应包括我方的订单号、订购项目、账户和客户编号、卸载地点、供应商编号、零件编号、件数、单件价格以及每次交付的数量。供应商同意根据我方的要求参加信用控管体系。

2. 供应商无权将针对我方的主张向第三方进行转让，亦无权让第三方收取该等主张的款项。《德国商法典》(Handelsgesetzbuch)第354a款的规定不受上一句规定的影响。

IV. 交货条款

1. 所有交货均以DAP方式（适用最近的《国际贸易术语解释通则》）装运至我方指定的地点，并且，除非另有决定，则应包括包装和防护。我方最新版本的交货和运输条款应予以适用。装运信息应在发运日通知到我公司和我公司确定的收货人。每单装运信息均应包括交货单一式两份，其中列明我方的订单编号、产品编号和供应商编

be dispatched "ex works", without a routing order, the budget-priced dispatch type sequence is to be chosen for us. If the forwarding agent is instructed by the supplier at our expense, the supplier shall point out that we are an SLVS Waiver Customer, (SLVS-Verzichtskunde), i. e. that we waive the obligation of the forwarding agent to obtain property insurance. The transport insurance will be obtained by us to the extent we are obligated to do so pursuant to the agreed upon delivery terms (most recent Incoterms). When preparing the shipping documents, the supplier shall take into account that the customs clearance will be carried out in our plant and that we are exempted

from the duty of presentation. For shipments from preferential countries, the supplier must provide a proof of preferential status with each shipment. The long term supplier declaration pursuant to EEC regulation 1207/2001 must be presented annually. We must be notified immediately if the delivered goods require an export license. The supplier is obliged to comply with the respective export control regulations and to inform us unrequested in written form about the export control designation of the contractual products especially according to EU and US legislation at the latest with the delivery.

2. The delivered goods must be packaged appropriately and conforming with industry practice. We shall be entitled to instruct the supplier as to the type and method of packaging. If we return reusable packing material freight prepaid to the supplier, we shall be credited the value of the packing material.

V. Delivery Dates/Delivery Default

Agreed dates and time limits are binding. A delivery date or term requirement shall be deemed satisfied if we or the consignee determined by our company has received the goods in time. The supplier shall inform us immediately in written form about any delay in delivery. The supplier must also indicate the reasons for such delay and its expected duration. If the reason for the delay is beyond the supplier's control, the supplier may invoke such reason only if the supplier has met its obligation to notify us in due time. In the case of a delay in delivery, we are entitled to demand a contractual penalty from the supplier. A penalty of 0,5 % will be charged for each week or part of a week, the maximum penalty is 5 % of the total order value. This agreement pertaining to the contractual penalty or enforcement thereof shall not affect any justified legal claims for a delay in delivery. Paid contractual penalties shall be set off against claims for damages. The contractual penalty may be claimed until the date of payment of the

号。如果以“工厂交货 (ex works)”方式装运且未指定交货路线, 应为我方选择最为经济的发运方式。若货运代理由供应商委托, 且费用由我方承担, 供应商应明示我方属SLVS放弃客户(SLVS-Verzichtskunde), 即指我方放弃货运代理取得财产保险的义务。运输保险由我方取得, 如果根据所约定的交货条件 (适用最近的《国际贸易术语解释通则》) 我方有义务承担该等保险。在准备装运文件时, 供应商应考虑到清关将在我方工厂进行, 并且我方被豁免任何在场义务。对于来自优惠国的装运, 供应商必须为每次装运提供优惠证明。依据欧盟委员会第1207/2001号条例做出的长期供应商声明须按年提供。如果所交付的货物需要出口许可证, 我方应被立即告知。供应商有义务遵守相关的出口管制条例, 并且最迟至交货时无须我方要求即应以书面形式告知我方合同产品的出口管制规定, 尤其是依据欧盟和美国立法的出口管制规定。

2. 交付的货物必须经过适当包装并符合行业惯例。我方应有权就包装的类型和方法对供应商做出指示。如果我方将可再利用的包装材料免收运费地退还供应商, 则应对我方扣减包装材料的价值。

V. 交货日期/迟延交货

约定的日期和期限均具有约束力。如果我方或我们公司确定的收货人已及时收到货物, 则针对交货日期或期限的要求应被视为已满足。对于交付的任何延迟, 供应商均应立即以书面形式通知我方。供应商还必须说明延迟的原因及其预计的持续时间。如果延迟的原因超出了供应商的控制范围, 供应商只有在履行了适时通知的义务后才可援引该等原因。如果交货延迟, 我方有权要求供应商支付违约金。每延迟一周或不足一周, 将征收0.5%的违约金, 但违约金最多不得超过订单总金额的5%。本条款所包含的违约金或其执行的约定应不影响对延迟交货的任何合理的法定索赔权。已支付的违约金应从损害赔偿金中扣除。对违约金的主张可以直至被延迟交付的货物的支付

delayed goods.

VI. Confidentiality/Information

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

We retain title and reserve all other rights (such as copyright) to the Information. Copies may be made only with our prior written consent. Title to the copies passes to us at the time such copies are created. Supplier hereby agrees with us that the supplier stores the copies on behalf of our company as bailee. The supplier agrees to properly store at its expense all documents and other objects, including copies thereof, that were made available to supplier, to keep them in perfect condition, to obtain insurance for them and to return them to us or destroy them, in each case upon our request. The supplier has no right, on whatever grounds, to retain such objects. The supplier shall confirm the complete return or destruction of the relevant object in writing.

2. If the supplier breaches its obligations set forth in VI 1, a contractual penalty in the amount of Euro 25,000 shall become due and payable immediately for each breach. The supplier shall retain the right to have the contractual penalty determined by a court decision. Damages shall be set off against any paid contractual penalties.

VII. Quality Control/Inspection of Incoming Goods

1. The supplier shall at all times supervise the quality of its goods and services. The supplier shall comply with our quality assurance

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VI. 保密/信息

1. 供应商(i)应对所有信息保密,包括但不限于图纸、文件、专有技术、样品、生产设备、模型、媒介(合称“信息”),(ii)未经我方书面同意,不得向第三方(包括分供应商)提供该等信息,并且(iii)不得将该等信息用于并非我方所确定的目的。本义务同样适用于复印件和副本。本保密义务不适用于如下信息:(i)在披露给供应商时,供应商已经合法取得的信息,并且该信息不受保密义务约束,(ii)供应商后来合法取得的信息并无须对该等信息承担保密义务,(iii)非因为一方违约而为或变为公众所知悉的信息;或者(iv)供应商已经获准披露和独立使用的许可的信息。未经我方事先书面同意,供应商不得用其与我方的业务关系作广告。

我方保留对于信息的所有权和所有其它权利(例如版权)。仅在我方事先同意的情况下,方可制作复印件。复印件的所有权从复印件产生时即已转移给我方。供应商在此与我方约定,供应商作为代管人为我公司保管该复印件。供应商同意自担费用适当保存其获得的所有文件和其它物品,包括其复印件;使之保持完好的状态;为其办理保险并根据我方的要求向我方归还或销毁它们。供应商无论基于何种理由,均无权保留该等物品。供应商应以书面方式确认其已完全归还或销毁相关物品。

2. 如供应商违反了第VI 1款规定的义务,则其每违反一次,就应立即支付25,000欧元的违约金。供应商保留提交法庭裁决违约金金额适当性的权利。损害赔偿金应扣减已经支付的违约金。

VII. 质量控制/到货检验

1. 供应商在任何时候均应监督其货物和服务的质量。供应商应遵守不时修改的我方对供应商的质

agreement for suppliers , as amended from time to time. For this purpose, the supplier will establish and maintain a quality assurance system in compliance with ISO 9001 or with another agreed upon standard. Changes with respect to the goods to be supplied require our prior consent. The supplier must maintain written records for all goods delivered to us, such records to reflect when, how and by whom the manufacture free of defects of the delivered goods has been ensured. These records must be retained for at least 12 years and must be presented to us upon request. The supplier shall obligate its own suppliers accordingly.

2. We inspect incoming goods only with respect to externally apparent defects and externally apparent deviations in identity or volume. We will give notice of such defects without undue delay. We reserve the right to conduct additional inspections of incoming goods. Furthermore, we will also give notice of defects as soon as such defects have been detected in the ordinary course of business. With respect to the foregoing, the supplier hereby waives the right to assert that the defects have been asserted too late. If defects have been discovered, we shall be entitled to return the entire shipment.

VIII. Warranties/Reimbursement of Costs/Warranty Period/Insurance

1. If the delivered goods are defective, we will be entitled to the statutory rights, unless the following conditions provide otherwise. The supplier is fully liable for all damages, costs and expenses resulting, directly or indirectly, from defects. In case at least parts of a shipment have been found to be defective, the supplier will also be liable for the costs for inspections of incoming goods that exceed the customary scope of inspection. The foregoing applies also to comprehensive and partial inspections of the shipment in the subsequent course of business by us and/or our customers. If the supplier avails itself of a third party to carry out a performance, the supplier will be held responsible for this third party as for any other person employed in performing an obligation.

2. If the industrial safety is threatened, if there is a danger of unusually high damages or for the purpose of maintaining our ability to deliver to our customers we shall be entitled, following notification of the supplier, to remedy the defects ourselves or have them remedied by a third party. Costs incurred as a result of remedial action taken in accordance with the preceding sentence shall be borne by the supplier.

量保证协议。为此，供应商应建立并保持一个符合 ISO 9001 标准或其他约定标准的质量保证系统。拟供货物的变更应经我方的事先同意。对于交付我方的所有货物，供应商必须保有书面记录，该等记录应表明在何时、如何以及通过何人来确保交货以及货品制造没有瑕疵。该等记录必须至少保存12年，且在我方要求时必须提供给我方。供应商亦应使其自己的供应商承担相应义务。

2. 我方对到货的检验仅限于外部明显瑕疵及其外在品种和数量的明显不符。我方将毫不延迟地通知供应商此种瑕疵。我方保留对到货进行进一步检验的权利。此外，我方也会在正常的经营过程中一旦发现瑕疵就通知供应商。鉴于以上情况，供应商特此放弃其主张瑕疵声明过迟的权利。如发现瑕疵，则我方有权退回该批装运的所有货物。

VIII. 保证/费用补偿/保证期/保险

1. 如果所交付的货物有瑕疵，我方将拥有法定的权利，除非以下条件另有规定。供应商应对瑕疵直接或间接引起的所有损害赔偿、成本和花费承担全部责任。只要部分装运货物被发现有瑕疵，对超过惯例部分的到货检验供应商亦应承担费用。上述规定亦应适用于我方和/或我方客户在随后业务过程中对装运货物所进行的全面或部分检验。如果供应商用第三方履行某一义务，供应商亦应对该第三方的行为负责，如同对受其雇佣履行义务的任何其他人一样。

2. 如果工业安全受到威胁，或存在高损害危险或者为保持我方能向客户交货，我方有权在通知供应商后自行对该瑕疵进行补救或者交第三方对其进行补救。依据上一句的规定而采取补救措施所产生的费用应由供应商承担。

3. 对于我方和我方客户在导致瑕疵责任或瑕疵责任所引起的情况下所发生的费用，如该等费用用于避免、防止或减少损害赔偿（例如：召回），则供应商应予以补偿。

3. The supplier shall reimburse our and our customer's costs incurred in situations leading up to or arising in connection with liability for defects to the extent such costs have been incurred for the purpose of avoiding, preventing or mitigating damages (e. g. recalls).

4. The supplier shall reimburse all costs we are obligated to bear as a matter of statutory liability vis-à-vis our customers to the extent such costs are arising from defects of the shipments delivered by the supplier.

5. Unless mandatory law provides otherwise, the supplier is liable for defects that arise within 36 months of the date of receipt of the supplier's delivery or of the date of acceptance, provided such acceptance was required as a matter of law or agreement. In the case of Supplementary Specific Performance (cure of defects or delivery of goods free of defects), this period is extended by the time during which the delivery item cannot be used as stipulated in the contract. For rectified or newly delivered parts, the warranty period of sentence 1 shall recommence on completion of rectification or, if an acceptance was agreed, on acceptance, if the supplier acts in the awareness of being committed to rectify the damage.

6. The supplier shall, throughout the term of the supply relationship, maintain adequate insurance with respect to the risks of this VIII. Upon request the supplier shall furnish us with evidence of such coverage.

IX. Materials, Packaging and Tools Provided by Us

Substances, parts, containers, special packaging, tools, measuring instruments or substances or similar items (each, an "Accessory") remain our property. In cases of specification of Accessories, union of Accessories or mixture of Accessories, we will become co-owners of the new goods. Our co-ownership share shall be equal to the proportionate value of the Accessories compared to the overall value of the new item. Accessories may be copied or duplicated only with our prior written consent. The copies or duplicates become our property upon creation. The supplier shall not have any rights of retention on whatever basis to the Accessories. Neither Accessories nor copies or duplicates thereof may be made available to third parties (which shall include subsuppliers) and may not be used for any other purposes than the agreed upon purpose.

X. Tools

4. 供应商应向我方补偿我方基于法定责任对我方客户所付的费用，只要该费用系由于供应商交付的货物瑕疵所致。

5. 除非强制性法律有另有规定，供应商应对收到货物之日起或验收日（如有，根据法律或协议要求）起36个月内发生的瑕疵承担责任。在补充实际履行（修理弥补瑕疵或交付无瑕疵货物）的情况下，该期限应予延长，延长的期间应等于已交付部分无法按照合同规定被使用的期间。补充实际履行的部分适用上述规定的期限。对于修理或者新交付的部分，在第一句中的货物质保期应从货物修理结束之日，或者在同意验收的情况下，从验收之日重新起算，若供应商同意承担瑕疵修理。

6. 在供应关系持续的整个期间，供应商应持续为本第VIII条规定的风险办理足够的保险。应我方要求，供应商应向我方提供该保险责任范围的依据。

IX. 我方提供的材料，包装和工具

材料、部件、集装箱、特定包装、工具、测量器具或测量物质或类似物品（单称，一个“附属品”）均为我方的财产。在附属品加工后取得新产品权利、附属品的结合或附属品的混合的情况下，我方均应成为各个新产品的共有人。我方共有权的比例应相当于该附属品相对于新产品整体价值的比例。仅在经我方事先书面同意的情况下，该附属品才可被复印或复制。复印件或复制件于产生时起即为我方的财产。供应商无权以任何理由主张附属品保留。附属品及其复印件或复制件均不得向第三方（包括分供应商）提供，并不得用于协议目的之外的任何其它目的。

X. 工具

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

XI. Software

The supplier agrees to modify/improve the software pursuant to our instructions and in exchange for an adequate reimbursement of costs for a period of 5 years from the shipment of the supplied item, unless the scope of the delivery includes standardized software. To the extent the software originates with a supplier of the supplier, the supplier shall obligate such earlier supplier accordingly.

XII. Force Majeure/Long Term Inability to Deliver

1. Industrial conflicts, riots, acts of government and any other events that are unpredictable and unpreventable exempt both us and the supplier from the contractual obligations, in each case for such time as the disturbance exists and within the scope of its effects. The party affected by the force majeure event must fully inform the other party and must make all efforts, within the

即便存在任何相反的协议规定，如果我方对用于货物生产的工具承担了费用，则我方应获得该工具的完全所有权或共有权。我方在支付时即取得该（共有）所有权。该工具以出借的方式置于供应商处。如供应商处置（法律或事实上）该工具、移动该工具的位置或永久报废该工具应经我方同意。供应商应根据具体情况将该工具标记为我方的财产或我方拥有共有权的财产。供应商应承担维护、修理和更换该工具的费用。我方对于更换过的工具所享有的所有权与对原工具所享有的所有权比例相同。在工具为共有的情况下，对于供应商所分享的共有份额，我方享有优先购买权。对于我方（共有）所有的工具，供应商仅能为生产所供商品的专属目的使用该工具。在交货结束后，应我方要求，供应商必须立即将工具移交给我方。对于我方共有的工具，在工具被移交给我方之后，我方将按供应商共有权份额的届时现值对供应商予以补偿。在任何情况下，供应商对该工具均不享有保留权。在提起与供应商有关的破产申请，或在供应关系长期中断的情况下，供应商亦应移交工具。供应商必须按照协商同意的范围为该工具办理保险，如果没有此种协议，则应按照惯例的范围办理该保险。

XI. 软件

除非交货范围中包含标准化的软件，供应商同意在所供货品装运后五年内，依据我方的指示修改/改进软件同时取得足额补偿。如果软件来源于供应商的供应商，供应商亦应使其供应商承担该义务。

XII. 不可抗力/长期交付不能

1. 对于劳资冲突、暴乱、政府行为以及不可预见和不可避免的任何其它事件，在该事件存在的期间及其影响的范围内，我方和供应商的合同义务将予以豁免。受到不可抗力事件影响的一方必须立即充分地告知另一方，并在可合理期待的范围内尽一切努力，抑制该等事件的影响。不可抗力事件结束后，受到不可抗力影响的一方必须毫不

limitations of what can reasonably be expected, to limit the effects of such events. The party affected by the force majeure event must notify the other party without undue delay of the end of the force majeure event.

2. In cases of a long term inability to deliver, cessation of payments, the opening of an insolvency proceeding, the refusal to open insolvency proceedings due to insufficient assets or the commencement of comparable proceedings with respect to one of the parties the other party shall be entitled to rescind the contract with respect to the part that has not yet been performed. If one of the foregoing events occur with respect to the supplier, the supplier shall support us to the best of its abilities in our efforts to move the manufacture of the supplied item(s) to us or to a third party, which support shall include the granting of licenses to intellectual property rights to the extent such rights are necessary for the manufacture of the relevant product(s), such licenses to be granted on terms customary in the industry.

XIII. Acquisition of Ownership

We acquire ownership of the delivered goods immediately with delivery/ /transfer.

XIV. Miscellaneous

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

2. The contractual relationship shall be governed by the laws of the Federal Republic of Germany excluding the German conflict laws rules and the United Nations Convention on the International Sales of Goods (CISG).

3. Any disputes arising between the supplier and us out of or in connection with a contract or these General Conditions of Purchase, their breach, termination, validity or interpretation, shall in the first instance attempted to be settled through friendly consultations.

If the dispute has not been resolved by friendly consultation within 30 days after a written notice has been served by one Party to the other Party requesting the commencement of consultations and referring to possible future arbitration proceedings, then the dispute shall be finally settled by arbitration in accordance with the following provisions of this clause.

迟延地通知另一方。

2. 在一方长期交付不能、支付停止、破产程序开始、因资产不足拒绝开始破产程序、或与任一方有关的任何类似程序被启动的情况下，另一方有权就尚未履行的部分解除合同。如果供应商发生上述任何事件之一，其应尽其所能支持我方将所供应货物的生产转移给我方或第三方，该等支持应包括知识产权许可的授予，该等许可仅限于生产相关产品所必须的知识产权，并且应依据行业惯例授予。

XIII. 所有权的收购

我方立即获得运输/交付之货物的所有权。

XIV. 其他

1. 所有货物交付和履行的完成地点应为我们指定的地点。支付履行的地点是德国比勒菲尔德。

2. 除管辖法律冲突的规则之外，合同关系受德意志联邦共和国法律的管辖。《国际货物销售合同公约》（CISG）的应用被明确排除。

3. 供应商与我方之间由合同或本《通用采购条件》及其违约、终止、效力或解释所引起的或与此相关的任何争议，应由双方首先尝试通过友好协商予以解决。若未能在一方向对方发出要求开始协商并提及今后可能提交仲裁的书面通知后 30 天内通过友好协商解决该等争议，则应按本条款之下列规定最终通过仲裁解决该等争议。

争议应提交中国国际经济贸易仲裁委员会（“仲裁委员会”）北京分会按提出仲裁申请时有效的仲裁规则予以仲裁解决。仲裁程序应由选定的三

The dispute shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") Beijing, for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. Arbitration proceedings shall be held by three (3) arbitrators appointed in accordance with said Rules and in accordance with the following directions:

- (i) The language of arbitration shall be English;
- (ii) Each Party is free to nominate arbitrators who are not listed in CIETAC's panel of arbitrators;
- (iii) All arbitrators shall be fluent in English;
- (iv) The presiding arbitrator shall not be of Chinese or German nationality;
- (iv) The venue for arbitration shall be Beijing, Peoples Republic of China;
- (v) The costs of arbitration including the Parties reasonable expenses as e.g. lawyers' fees, shall be borne by the losing Party in the percentage that the Party loses in the arbitration.

Upon and after the submission of any dispute to arbitration, we and the supplier shall continue to exercise our remaining respective rights and fulfill our remaining respective obligations under the contract and the General Conditions of Purchase except insofar as the same may relate directly to the matters in dispute.

We and the supplier hereby agree that any arbitration award rendered in accordance with the provisions of this Article shall be final and binding upon the concerned parties, and we and the supplier further agree that such award may be enforced by any court having jurisdiction over the party against which the award has been rendered or the assets of such party wherever the same may be located.

4. The failure to assert, in whole or in part, any rights from this contract or to assert such right belatedly shall not be construed as a waiver of this or any other right.

5. If a specific provision of these terms and conditions is or becomes invalid, the remaining terms and conditions shall remain valid

6. Both the English and Chinese version of this General Conditions of Purchase shall be equally authentic. In case of discrepancy between the two language versions, the English version shall prevail.

7. Please note that we store and process

(3) 名仲裁员按照该仲裁规则根据以下规定进行：

- (i) 仲裁程序以英文为仲裁语言；
- (ii) 每一方也可选定一名不在仲裁委员会仲裁员名册之内的仲裁员；
- (iii) 所有仲裁员应当英语流利；
- (iv) 仲裁庭首席仲裁员不得为中国或德国籍公民；
- (v) 仲裁地在中国北京；
- (vi) 仲裁费用包括一方合理的费用，例如律师费，应由败诉方按其败诉比例承担。

将任何争议提交仲裁之时及之后，我方与供应商应当继续行使其在合同和本《通用采购条件》下的其余相应权利并履行其在合同和本《通用采购条件》下的其余相应义务，可能与争议事项直接相关的除外。

我方与方供应商在此约定，按本条规定作出的任何仲裁裁决是终局的，对双方均有法律约束力。我方与方供应商另还约定，对裁决的败诉方或该方财产具有管辖权的任何法院可执行仲裁裁决，无论其在何处。

4. 未全部或部分主张源于合同的任何权利或迟延履行该等权利不应视为对本权利或任何其它权利的放弃。

5. 如果本条款和条件中的任何特定条款无效或变得无效，其它条款和条件仍应保持其效力。

6. 本《通用采购条件》的英文版和中文版本应具有同等效力，如两个版本存在差异，则以英文版为准。

7. 请注意：我方在业务交易过程中储存并处理个人数据。我方遵守有关数据隐私的所有法律规定。

personal data in the course of business transactions wherein all legal regulations concerning data privacy are observed. We refer to our data privacy policy.	
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Dürkopp Adler Aktiengesellschaft,
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